



Village of Winnetka

Village Council Regular Meeting

December 5, 2023 at 7:00 PM

Village Hall
510 Green Bay Road

AGENDA

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Quorum**
 - a. December 12, 2023 Study Session
 - b. December 19, 2023 Regular Meeting
 - c. January 2, 2024 Regular Meeting
 - d. January 9, 2024 Study Session
 - e. January 16, 2024 Regular Meeting
4. **Public Comments**
5. **Reports**
6. **Establishment of Consent Agenda**
7. **Approval of Consent Agenda**
 - a. Approval of Warrant List Dated November 17, 2023 - November 30, 2023
 - b. FY 2024 Village Budget
 - i. Resolution No. R-98-2023: Adopting the Annual Budget for the Fiscal Year Beginning January 1, 2024 and Ending December 31, 2024 (Adoption)
 - ii. Resolution No. R-99-2023: Amending General, Building, and Miscellaneous Service Fees (Adoption)
 - iii. Resolution No. R-100-2023: Establishing Rates and Fees Related to Utility Services (Adoption)
 - iv. Ordinance No. MC-11-2023: Amending Title 15 of the Winnetka Village Code Concerning Building Permit Fees and Bonds (Adoption)
 - c. Property Tax Levy and Abatement Ordinances

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.

- i. Ordinance No. M-14-2023: 2023 Tax Levy (Adoption)
- ii. Ordinance No. M-16-2023: Abating the Tax Heretofore Levied for the Year 2023 to Pay the Principal of and Interest on Taxable General Obligation Refunding Bonds, Series 2020, of the Village of Winnetka, Cook County, Illinois (Adoption)
- d. Resolution No. R-101-2023: Waiving Competitive Bidding and Approving the Purchase of Police Dash Cameras from Axon Enterprises, Inc. (Adoption)
- e. Resolution No. R-102-2023: Approving Change Order No. 2 with A. Lamp Concrete Contractors, Inc. for the 2023 Street Rehabilitation and Public Improvement Project (Adoption)
- f. Resolution No. R-103-2023: Approving Funding Authorizations and Change Order No. 1 to the Contract with Maple Cable Construction Inc. for Directional Boring Work (Adoption)
- g. Resolution No. R-104-2023: Approving a Second Amendment to a Lease Agreement Between the Village of Winnetka and the United States Postal Service (Adoption)
- h. Resolution No. R-105-2023: Approving a Collective Bargaining Agreement Between the Village of Winnetka and the Winnetka Police Association, Metropolitan Alliance of Police, Winnetka Chapter #54 (Adoption)

8. Ordinances and Resolutions

- a. Ordinance No. MC-12-2023: Amending Title 16 of the Winnetka Village Code and Chapters 17.30 and 17.50 of the Winnetka Zoning Ordinance Regarding Lot Consolidations (Introduction)
- b. Ordinance No. M-17-2023: Granting a Variation from the Winnetka Zoning Ordinance to Allow the Construction of a Pickleball Court for an Existing Residence Within the R-2 Single Family Residential District (Introduction)
- c. Ordinance No. M-18-2023: Granting a Variation from the Winnetka Zoning Ordinance to Allow the Construction of an Addition to an Existing Residence within the R-2 Single Family Residential District (717 Park Avenue) (Introduction/Adoption)
- d. Ordinance No. M-19-2023: Granting Variations from the Winnetka Zoning Ordinance to Allow the Construction of Additions to an Existing Residence within the R-5 Single Family Residential District (Introduction/Adoption)

9. Old Business

10. New Business

11. Appointments

12. Closed Session

13. Adjournment



Agenda Item Executive Summary

TITLE: Approval of Warrant List Dated November 17, 2023 - November 30, 2023

PRESENTER: Robert M. Bahan

AGENDA DATE: December 5, 2023

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

None.

EXECUTIVE SUMMARY:

The Warrant List Dated November 17, 2023 - November 30, 2023.

RECOMMENDATION:

Consider Approving the Warrant List Dated November 17, 2023 - November 30, 2023.

ATTACHMENTS:

None



Agenda Item Executive Summary

TITLE: Resolution No. R-98-2023: Adopting the Annual Budget for the Fiscal Year Beginning January 1, 2024 and Ending December 31, 2024 (Adoption)

PRESENTER: Tim Sloth

AGENDA DATE: December 5, 2023

CONSENT: Yes

ITEM TYPE: Ordinances and Resolutions

ITEM HISTORY:

The Village Council held a budget meeting on November 3 and a public hearing on November 21 to review the proposed fiscal year 2024 budget. The proposed FY2024 budget is available on our website at <https://www.villageofwinnetka.org/> and is on file at Village Hall and the Library.

EXECUTIVE SUMMARY:

The budget will result in an approximately 5.1% increase in costs for municipal services for a typical homeowner consisting of

- Property Tax: 1.43% increase (\$46 annual cost increase on a \$25,000 bill)
- Electric charges: 9.5% increase (\$273 annual cost increase on a \$2,873 annual bill)
- Water charges: 10.25% increase (\$110 annual cost increase on a \$1,074 annual bill)
- Refuse charges: 2.50% (\$11 annual cost increase on a \$443 annual bill)

The Village will consider adoption of this Resolution at the December 5, 2023 Council Meeting.

RECOMMENDATION:

- Consider adoption of Resolution No. R-98-2023: Village Budget Resolution.

ATTACHMENTS:

1. Resolution No. R-98-2023: Adopting the Annual Budget for the Fiscal Year Beginning January 1, 2024 and Ending December 31, 2024

RESOLUTION NO. R-98-2023

**A RESOLUTION
ADOPTING THE ANNUAL BUDGET FOR THE FISCAL YEAR
BEGINNING JANUARY 1, 2024
AND ENDING DECEMBER 31, 2024**

WHEREAS, the corporate authorities of the Village of Winnetka (“Village Council”) have previously adopted Sections 8-2-9.1 through 8-2-9.10 of the Illinois Municipal Code, establishing the office of budget officer and authorizing the adoption of the annual budget in lieu of an annual appropriation ordinance; and

WHEREAS, on November 3, 2023, the Village Council placed the proposed, tentative annual budget for the fiscal year beginning January 1, 2024, and ending December 31, 2024, on file at the office of the Village Manager, at the Winnetka Public Library, and on the Village of Winnetka web site (www.villageofwinnetka.org), and has made the proposed, tentative annual budget available for public inspection since that date; and

WHEREAS, on November 21, 2023, pursuant to notice published on Thursday, November 9, 2023, in the Winnetka Talk, a newspaper published and in general circulation in the Village of Winnetka, the Village Council held a public hearing on the proposed tentative annual budget; and

WHEREAS, the Village of Winnetka is a home rule municipality in accordance with Article VII, Section 6 of the Constitution of the State of Illinois of 1970, pursuant to which it has the authority, except as limited by said Section 6 of Article VII, to exercise any power and perform any function pertaining to the government and affairs of the Village, including, but not limited to, the powers (i) to regulate for the protection of the public health, safety, morals and welfare, (ii) to license, (iii) to tax, and (iv) to incur debt; and

WHEREAS, the Village Council finds that establishing an annual budget for the Village, including estimating revenues and recommending expenditures, is a matter pertaining to the affairs of the Village.

NOW, THEREFORE, be it resolved by the Council of the Village of Winnetka as follows:

SECTION 1: The Annual Budget for the Village of Winnetka, which is attached hereto as Exhibit A and is incorporated by reference as if fully set forth herein, is hereby adopted as the Annual Budget for the Village of Winnetka for the Fiscal Year beginning January 1, 2024 and ending December 31, 2024.

SECTION 2: The adoption of the foregoing annual budget shall be in lieu of the appropriation ordinance required in Section 8-2-9 of the Illinois Municipal Code.

SECTION 3: Home Rule. This Resolution is adopted by the Council of the Village of Winnetka in the exercise of its home rule powers pursuant to Section 6 of Article VII of the Illinois Constitution of 1970.

SECTION 4: Effective Date. This resolution shall be in full force and effect immediately upon its adoption.

ADOPTED this 5th day of December, 2023, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

Signed:

Village President

Countersigned:

Village Clerk

Introduced: November 21, 2023

Adopted: December 5, 2023

NOTE:

EXHIBIT A IS THE COMPLETE BUDGET DOCUMENT, WHICH, DUE TO ITS SIZE, CANNOT BE REPRODUCED IN FULL IN THESE AGENDA MATERIALS.

THE COMPLETE BUDGET DOCUMENT CAN BE FOUND IN THE FISCAL TRANSPARENCY SECTION OF THE VILLAGE'S WEBSITE WHICH IS LINKED DIRECTLY BELOW:

<https://www.villageofwinnetka.org/277/Fiscal-Transparency>

THE COMPLETE BUDGET ALSO REMAINS AVAILABLE FOR INSPECTION IN THE VILLAGE MANAGER'S OFFICE AND AT THE WINNETKA PUBLIC LIBRARY. THE COMPLETE, FINAL BUDGET WILL BE APPROPRIATELY LABELED AND WILL BE ATTACHED TO AND MAINTAINED WITH THE ORIGINAL BUDGET RESOLUTION FOLLOWING ITS ADOPTION.



Agenda Item Executive Summary

TITLE: Resolution No. R-99-2023: Amending General, Building, and Miscellaneous Service Fees (Adoption)

PRESENTER: Tim Sloth

AGENDA DATE: December 5, 2023

CONSENT: Yes

ITEM TYPE: Ordinances and Resolutions

ITEM HISTORY:

The Village Council held a budget review meeting on November 3, 2023 and a public hearing on November 21, 2023 to review the proposed fiscal year 2024 budget. The Village Council sets general and building permit fees annually by resolution during the budget approval process.

EXECUTIVE SUMMARY:

The rate resolution includes a significant change in the calculation of Building Permit Fees for construction of new primary structures and additions. These permit fees are currently set utilizing a \$1.60 per horizontal square foot. Staff proposes setting permit fees based on construction value as is the current practice for remodeling existing structures.

Consistent with remodeling projects, staff proposes setting the Building Permit Fee for new primary structures and additions at \$30.00 per \$1,000.00 (3%), or fraction thereof, of the estimated total project cost. For structures deemed architecturally significant, granted a maximum building size bonus per Chapter 15.52 or Chapter 15.53 of the Village code, staff proposes a fee of \$20.00 per \$1,000.00 (2%), or fraction thereof, of the estimated total project cost.

Other minor permitting fee changes in this rate resolution include:

- Inflationary increases to permit deposits, plan review fees, permit bonds, restrictive permits (ex. fences, swimming pools etc.), electrical permits, plumbing, HVAC and miscellaneous building, zoning and construction activity fees.
- Elimination of certain incidental fees for remodeling, additions and new building permits, such as the removal of the plumbing base fee and fixture count, electric base fee and switch/outlet count, and roof fee.

As discussed at the November 3rd Council Budget review, the combined impact of these changes increased the building permit revenue budget by \$600,000 in the General Fund.

Other minor increases in the proposed rate resolution include the following:

- Inflationary increases in the fees for special services, film production and special events.
- Inflationary increase for Police special detail services for private events.
- Inflationary increase in Village Attorney fees charged for non-standard services related to post-approval implementation or amendment of development agreements, subdivisions and planned developments.

These minor increases and fee changes are not material and did not impact budgeted revenues.

The Village Code requires that this Resolution be introduced at a meeting and adopted at a subsequent meeting.

The Village will consider adoption of this resolution at the December 5, 2023 Council Meeting.

RECOMMENDATION:

Consider adoption of Resolution No. R-99-2023, a Resolution Amending General, Building, and Miscellaneous Service Fees.

ATTACHMENTS:

1. Resolution No. R-99-2023: Amending General, Building, and Miscellaneous Service Fees

RESOLUTION NO. R-99-2023

**A RESOLUTION
AMENDING GENERAL, BUILDING, AND
MISCELLANEOUS SERVICE FEES**

WHEREAS, the Village of Winnetka (“Village”) is a home rule municipality in accordance with Article VII, Section 6 of the Constitution of the State of Illinois of 1970, pursuant to which it has the authority, except as limited by Section 6 of Article VII of such Constitution, to exercise any power and perform any function pertaining to the government and affairs of the Village, including, but not limited to, the powers (i) to regulate for the protection of the public health, safety, morals and welfare, (ii) to license, (iii) to tax, and (iv) to incur debt; and

WHEREAS, pursuant to its home rule authority and the Illinois Municipal Code, the Village is permitted to set rates and charge fees for various permits, licenses and services; and

WHEREAS, the President and Village Council have determined that adoption of this Resolution will serve and be in the best interest of the Village of Winnetka;

NOW, THEREFORE, be it resolved by the Council of the Village of Winnetka as follows:

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

SECTION 2: GENERAL PERMIT, LICENSE AND REGISTRATION FEES. Fees are hereby established for certain permits, licenses and registrations, in the amounts and for the purposes set forth in the following Schedule of General Permit, License and Registration Fees, pursuant to the sections of the Winnetka Village Code (“Code”) referred to therein:

SCHEDULE OF GENERAL PERMIT, LICENSE AND REGISTRATION FEES

Note: Unless otherwise specifically provided in the following Schedule of General Permit, License and Registration Fees (“Schedule”), all annual permits, licenses and registrations provided for in this Schedule are due and payable on or before the beginning of the fiscal year (January 1) of each year, and remain in effect until the end of the fiscal year (December 31).

<u>Type of Permit, License or Registration</u>	<u>Amount of Fee</u>	<u>Code Section</u>
<i>Amusement Devices</i>		5.12.010
Daily	\$15.00	
Annual	\$25.00	
<i>Animals</i>		6.08.010
Dog License (Annual)		
Unspayed Female	\$15.00	
All Other Dogs	\$10.00	

<u>Type of Permit, License or Registration</u>	<u>Amount of Fee</u>	<u>Code Section</u>
<i>Animals (cont'd)</i>		6.08.010
Replacement License	\$2.00	
Taking up or Impounding Dog	\$55.00	
<i>Bicycle Registration</i>	No Fee	10.32.060
<i>Charitable and Political Solicitation</i>	None	5.48.010
<i>Circuses and Carnivals (Daily)</i>	\$100.00	5.52.040
<i>Film Production Application Fees</i>		
Basic Application Processing Fee	\$1,000.00	5.20.070
Additional Application Processing Fee (Per Hour)	\$250.00	5.20.070
<i>Food Dealers</i>		
Restaurant Permit: (Annual, based on seating capacity)		5.24.010
1-20	\$35.00	
21-50	\$45.00	
51-100	\$50.00	
More than 100	\$75.00	
Fast Food/Drive-In	\$75.00	
Food Store Permit (Annual, per cash register)	\$25.00	5.24.010
Temporary Food Dealer (Daily)	\$15.00	5.24.010
Vending Machine Operator Permit (Annual, per machine)	\$15.00	5.24.010
<i>Foresters, Tree Surgeons</i>		5.72.010
Annual License	\$15.00	
<i>Garbage and Refuse Scavenger</i>		8.16.040
Annual License	\$500.00	
<i>Junk Dealers (Annual)</i>		5.32.010
License, Base Fee	\$50.00	
Vehicle Fee (per vehicle)	\$25.00	
<i>Landscaper License</i>	\$25.00	5.78.020
<i>Laundries</i>		5.36.010
Annual Fee	\$15.00	

<u>Type of Permit, License or Registration</u>	<u>Amount of Fee</u>	<u>Code Section</u>
<i>Liquor Licenses</i>		
Class A Restaurant (Annual)	\$750.00	5.09.100
Class A-1 Restaurant w/ Limited Bar (Annual)	\$1,000.00	
Class A-2 Restaurant (Annual; Beer & Wine)	\$500.00	
Class A-3 Restaurant w/ Limited Bar (Annual; Beer & Wine)	\$750.00	
Class A-4 Specialty Restaurant (Annual; Wine)	\$500.00	
Class A-5 Specialty Restaurant (Annual; Wine)	\$500.00	
Class B - Grocery Store (Annual)	\$750.00	
Class C - Special Event (Daily)	\$25.00	
Maximum per event more than 2 days	\$75.00	
Class D – Package delivery service/mail (Annual; Retail)	\$150.00	
Class D-1 – Package delivery service/mail (Annual; Wholesale)	\$500.00	
Class E - Limited Food Products Store (Annual; Wine)	\$500.00	
Class E-1 - Limited Food Products Store (Annual; Wine)	\$500.00	
Class E-2 – Specialty Beverage Store (Annual; Wine and Beer)	\$500.00	
Class F Coffee Shop (Annual; Wine and Beer)	\$500.00	
Class P - Park District (Annual)	\$500.00	
Class X – Special Use (Daily)	\$25, Max \$75	
Class Y – Banquet Facilities	\$1,000.00	
Class W Wine Station Ride (eligible for A; A-1; A-2; A-3)	None	
<i>Parades and Processions</i>	None	10.08.060
<i>Pawnbrokers</i>		5.44.010
Annual Fee, per location	\$100.00	
<i>Public Garage and Service Station</i>		5.60.010
Base fee, annual	\$50.00	
For each fuel pump	\$5.00	
<i>Raffle, per event</i>	\$25.00	9.04.040
<i>Second Hand Dealers</i>		5.64.010
Annual Fee, per location	\$25.00	
<i>Special Event</i>		5.66.050
Application Fee	\$35.00	
User Fee	Actual Cost	See Section 7

<u>Type of Permit, License or Registration</u>	<u>Amount of Fee</u>	<u>Code Section</u>
<i>Taxicab Operator's License</i>	\$2.00	5.68.050
<i>Vehicle (Motor) Licenses</i>		10.12.030
Annual Fee	\$40.00	
Late Fee	\$20.00	
Semi-Annual Fee (if purchased after 6/30)	\$20.00	
Transfer Fee	\$1.00	

SECTION 3: PARKING PERMIT FEES. Pursuant to Chapter 10.24 of the Winnetka Village Code, titled, "Parking," the following fees are hereby established for parking permits:

SCHEDULE OF PARKING PERMIT FEES

Semi-Annual Parking Permits (Commuter Parking Permits)

Note: Semi-annual parking permits are issued for the periods of January through June and July through December. Purchase and refund amounts are pro-rated based on the month in which the purchase or refund request is made. Only persons who reside in the Village of Winnetka, and who have a current Village vehicle sticker for a vehicle registered with the State to a Winnetka address, are eligible for the resident fee.

Month of Purchase or Refund	Purchase Cost		Refund Amount	
	Resident	Non-Resident	Resident	Non-Resident
January or July	\$100.00	\$220.00	\$83.33	183.33
February or August	83.33	183.33	66.67	146.67
March or September	66.67	146.67	50.00	110.00
April or October	50.00	110.00	33.33	73.33
May or November	33.33	73.33	16.67	36.67
June or December	16.67	36.67	—	—

Annual Parking Permits (Not refundable)

Business District Employee Parking Permit	\$10.00
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Daily Parking Permits (Not refundable)

Commuter Parking Lots	\$3.00
Business District Employee Parking	\$3.00
Banquet Parking Permit	\$3.00

Remote Lot Parking Permits (Public Works Yards)

Semi-annual charge per vehicle	\$120.00
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Note: The Village Manager may issue permits to allow parking on a limited basis at the Village's landfill site, 1390 Willow Road, by businesses located in the Village of Winnetka, including but not limited to the United States Postal Service, for parking of their fleet vehicles, and by businesses located in the Village of Winnetka that are engaged in the retail sale of automobiles, for parking of their sales inventory. The Village Manager shall determine the number and location of such spaces that may be made available on the site may vary from time to time. Such space shall be limited to areas of the

site that the Village Manager determines will not interfere with the Village's use of the site. Requests for such parking shall be made directly to the Village Manager. Remote parking spaces shall not be available for the general public.

Valet Parking Permit Application

Fee for one calendar year from the \$250.00
Date of issuance of permit (5.76.030)

SECTION 4: FEES FOR VEHICLE IMPOUNDMENT AND TOWING. Fees and charges are hereby established for the impoundment, towing and storage of vehicles upon the issuance of a final notice for unpaid parking tickets, as set forth in the following Impoundment and Towing Fee Schedule, pursuant to the sections of the Winnetka Village Code ("Code") referred to therein:

IMPOUNDMENT AND TOWING FEES

<u>Type of Fee</u>	<u>Fee Amount</u>	<u>Conditions for Payment or Refund</u>
<i>Impoundment</i>	\$200.00	Payment is required prior to release of vehicle. Payment will be refunded if the hearing officer determines that the impoundment was not conducted in accordance with the procedural requirements of Village Code Section 10.24.130.
<i>Towing and/or Storage - Private Contractor</i>	Actual cost as billed by the towing or impounding facility	Payment is required prior to release of towed, removed, relocated and/or stored vehicle. Payment will be refunded if the hearing officer determines that the towing, removal, relocation and/or storage was not conducted in accordance with the procedural requirements of Village Code Section 10.24.130.
<i>Storage on Village Property</i>	\$10.00 per day, per vehicle	Payment is required prior to release of stored vehicle. Payment will be refunded if the hearing officer determines that the storage was not conducted in accordance with the procedural requirements of Village Code Section 10.24.130.
<i>Collateral</i>	100% of the amount of all outstanding fines due, as stated in the final notice.	Payment is required prior to release of impounded, towed, removed, relocated and/or stored vehicle. Payment is also required before a request for a judicial proceeding made pursuant to a "final notice" is processed. Payment will be refunded if, as the result of the dismissal of outstanding or unsettled traffic violation notices, judgments and/or warrants by a court of competent jurisdiction, the impounded or removed vehicle is subject to fewer than five unsatisfied fines for violation of any parking ordinance of the Village.

SECTION 5: MISCELLANEOUS SERVICE FEES. Fees are hereby established for the following certain miscellaneous services and purchase items in the amounts and for the purposes set forth in the following Schedule of General Permit, License and Registration Fees, pursuant to the sections of the Winnetka Village Code (“Code”) referred to therein:

SCHEDULE OF GENERAL PERMIT, LICENSE AND REGISTRATION FEES

<u>Miscellaneous Service Fees</u>	<u>Amount of Fee</u>	<u>Code Section</u>
<i>Ambulance Services - Residents</i>		2.52.040
Advanced Life Support – Level 1	\$725.00	
Advanced Life Support – Level 2	\$775.00	
Basic Life Support	\$575.00	
Mileage Charge (per loaded patient mile)	\$12.00	
<i>Ambulance Services – Non-Residents</i>		
Advanced Life Support – Level 1	\$900.00	
Advanced Life Support – Level 2	\$950.00	
Basic Life Support	\$700.00	
Mileage Charge (per loaded patient mile)	\$12.00	
<i>Audit (Print copy)</i>	\$35.00	
<i>Annual Budget (Print copy)</i>	\$35.00	
<i>Certified copies (per certification)</i>	\$1.00	
<i>Comprehensive Plan</i>		
With Maps	\$35.00	
Without Maps	\$8.50	
<i>Copying, Scanning and Printing Charges</i>		
In-house copying		
Black & White, 8½” x 11” (per side)	\$0.15	
Black & White, 8½” x 14” (per side)	\$0.15	
Black & White, 11” x 17” (per side)	\$0.50	
Color, 8½” x 11” (per side)	\$0.50	
Color, 8½” x 14” (per side)	\$1.00	
Color, 11” x 17” (per side)	\$1.00	
Out-sourced copying	Actual Cost	
Oversize documents (plats, etc.)	Actual Cost	
<i>Credit Card Fee</i>		
For credit card payments over \$10,000	3%	

<u>Miscellaneous Service Fees</u>	<u>Amount of Fee</u>	<u>Code Section</u>
<i>Fire Alarm Monitoring Services</i> (direct connections to Village's fire alarm monitoring system only)	\$61.00 per month	
<i>Kenilworth Fire Service</i> Annual amount per IGA (2023)	\$467,471	R-114-2022
<i>Other, Unspecified Services</i>	Actual Cost	
<i>Special Detail Police Services</i>	\$75.00 per hour	
<i>Street Cleaning</i>	\$550.00	
<i>Unincorporated Fire Service</i> Annual amount per Contract address	\$1,446.08	13.040.120
<i>Winnetka Village Code</i>	\$200.00	
<i>Winnetka Zoning Ordinance</i>	\$10.00	

SECTION 7: FEES FOR SPECIAL SERVICES, FILM PRODUCTION AND SPECIAL EVENTS. Services provided or performed in conjunction with film production permits issued pursuant to Chapter 5.20 of the Winnetka Village Code and in conjunction with special event permits issued pursuant to Chapter 5.66 of the Winnetka Village Code shall be subject to the following fee schedule:

SCHEDULE OF SPECIAL SERVICE FEES

Note: The following hourly rates shall be assessed for: (i) all services provided in conjunction with film production and film production permits issued pursuant to Chapter 5.20 of the Village Code; (ii) all services provided in conjunction with film special events and events subject to special events permits issued pursuant to Chapter 5.66 of the Village Code; and (iii) all other non-standard services provided by Village personnel and all other uses of Village equipment not subject to specific fees set out in either this resolution.

<u>Department</u>	<u>Hourly Rate</u>
<i>Village Administration & Finance Departments</i>	
Village Manager	\$400
Assistant Village Manager	\$330
Village Attorney	\$400
Department Head	\$330
Supervisory Personnel	\$220
Clerical/Support Staff	\$220
<i>Police Department</i>	
Command Staff (Deputy Chief, Commanders)	\$275
Sergeants	\$220

<u>Department</u>	<u>Hourly Rate</u>
Administrative Services Manager	\$220
Patrol Officers	\$185
Support Staff	\$160
Vehicles	\$60
<i>Fire Department</i>	
Command Staff (Deputy Chief, Captains)	\$275
Lieutenants	\$220
Fire Medics	\$185
Support Staff	\$160
Light Vehicles	\$70
Ambulance	\$125
Fire Truck / Engine	\$530
<i>Public Works</i>	
Supervisory	\$220
Engineers	\$220
Maintenance Workers	\$160
Light Trucks	\$70
Medium Trucks	\$100
Heavy Trucks, Refuse Trucks, Street Sweepers	\$150
<i>Community Development</i>	
Assistant Director	\$275
Planners, Architect	\$220
Inspectors	\$185
Clerical / Support Staff	\$160
Vehicles	\$60
<i>Water & Electric</i>	
Assistant Director	\$275
Supervisory	\$220
Plant Operators	\$185
Linemen	\$185
Clerical / Support Staff	\$160
Light Trucks	\$70
Medium Trucks	\$100
Heavy Trucks, Boom Trucks	\$150

SECTION 8: BUILDING PERMIT, LICENSE AND REGISTRATION FEES.

Pursuant to the sections of the Winnetka Village Code (“Code”) referred to in the following Schedule Building, Zoning and Construction Activity Fees (“Fee Schedule”), there are hereby established certain permit, license and registration fees, in the amounts and for the purposes set forth in said Fee Schedule:

[Remainder of this page intentionally left blank.]

SCHEDULE OF BUILDING, ZONING AND CONSTRUCTION ACTIVITY FEES

WORK PERFORMED WITHOUT PERMITS (SECTION 15.32.010)

All permit fees for work performed without a required permit shall be double the amount of the fees for the required permits.

PERMIT DEPOSITS (SECTIONS 15.32.020, 15.54.120)

[Note: Deposits must be submitted with permit applications. The Village's costs, including plan review and re-inspections, will be deducted from deposits. Deposit balances will be retained by the Village until a final certification of occupancy is approved.]

For Building Demolition Permits with site restoration or new building construction plans	\$ 5,000
For Construction and Demolition Debris Recycling	\$ 2,500
For Temporary Certificate of Occupancy	\$ 5,000
For Tree Replacement (for each inch of DBH)	\$ 300

PLAN REVIEW FEES (SEC. 15.32.020)

For all Building Permits, other than restrictive building permits:

- 15% of building permit fee, \$100 minimum.

For review of Construction Document Revisions

- \$20 for each review where original building permit was subject to minimum fee, building permit is not required, or revision is for a restrictive building permit.
- \$130 for all reviews of any revision to building permit construction documents that do **not** require zoning, engineering, and/or forestry reviews.
- \$170 for all reviews of any revision to building permit construction documents that require zoning, engineering, and/or forestry reviews for minor revisions (as determined by the Director of Community Development).
- 25% of original plan review fee for all reviews of any major revision to building permit construction documents (as determined by the Director of Community Development).

For engineering review required for building in the flood plain:

- | | |
|---|---------------|
| • Flood plain development review | \$ 600 |
| • Letter of Map Revisions (LOMR) review | \$ 600 |

For plan reviews required for fire and life safety systems (Sec. 15.16.070)

- | | |
|-----------------------------|--------------------|
| • Fire Department review | \$ 150 |
| • Technical review services | Actual cost |

SCHEDULE OF BUILDING, ZONING AND CONSTRUCTION ACTIVITY FEES

CONTRACTOR PERMIT BOND (Sec. 15.32.060)

[Note: Bond to be payable to the Village of Winnetka. Contractor may provide a certified copy of its current unified contractor bond in amount of no less than \$50,000, as on file with Cook County Clerk.] \$ 25,000

BUILDING PERMIT FEES (Sec. 15.32.020)

Alterations, including remodeling, additions to existing structures, and new primary structures, and for other construction activity not specified by Resolution of the Council ("Major Permits")

- \$30.00 per \$1,000.00 or fraction thereof of the estimated total project cost, \$100.00 minimum.

Alterations, including remodeling, and additions to a historic or architecturally significant structure granted the maximum building size bonus per Chapter 15.52 or Chapter 15.53 of the Village Code (Major Permit).

- \$20.00 per \$1,000.00 or fraction thereof of the estimated total project cost, \$100 minimum.

RESTRICTIVE PERMITS

Canopy/Awning (Sec. 15.44.030) \$ 90 each

[Note: Certificate of Appropriateness of Design may be required.]

Construction Trailers (Sec. 15.32.020) \$ 290 each

Demolition (Sec. 15.52.020)

- For each accessory structure \$ 60
 - For demolition with building permit application and complete construction documents. \$16,070
 - For demolition with site restoration plan and schedule. \$16,070
- (Note: The \$16,070 includes \$600 reimbursement of payment made by Village of Winnetka to Winnetka Historical Society for research related to demolition of a primary structure)

Fences (Sec. 15.44.060) \$85 each

Historic Maximum Building Size – Alteration or Addition Administrative Review Escrow \$1,500

Roofing (Sec. 15.32.020 and 15.44.100) \$85 each

Signs (Sec. 15.60.140)

[Note: Signs may require Certificate of Appropriateness of Design.]

- For each non-illuminated sign \$ 80
- For each illuminated sign (includes electrical permit fee) \$195

Swimming Pools (Sec. 15.56.020) \$ 680

[Note: Includes electrical, plumbing and fence permits]

SCHEDULE OF BUILDING, ZONING AND CONSTRUCTION ACTIVITY FEES

Tree Enhancement/Tree Protection Plan Review (Sec. 15.28.070)

- For each review per lot in development site \$ 100

Landscape/Tree Replacement Plan Review (Sec. 15.28.050 and 15.28.060)

- For each review per lot in development site \$ 100

Tree Removal Permit Fee (Sec. 15.28.040)

- For each tree \$ 75

Zoning Analysis, Pre-Building Permit Submittal

\$100

ELECTRICAL PERMITS – For permits other than Major Permits, unless otherwise noted (Sec. 15.32.020 and 15.44.050)

- Base Fee for All Permits \$90
- Electrical Fixtures-outlets, receptacles and switches \$ 1.40
- Motors over 0.5 hp, per motor \$30
- New Service or Modifications to Existing Service Entrance Equipment
[Note: Permit fees are waived if modifications result from Water & Electric Department's scheduled undergrounding program.] \$70
- Temporary Service, per service – For All Permits, including Major Permits
 - Overhead \$ 450
 - Underground (excavation not included) \$ 740

PLUMBING AND MECHANICAL (HVAC) PERMITS (Sec. 15.32.020 and 15.44.050)

Plumbing – For permits other than Major Permits

- Base Fee for All Plumbing Permits (includes 5 fixtures) \$ 90
- Plumbing Fixtures (beginning with the sixth fixture), per fixture \$ 13
- Process Piping for Heating System, per unit \$ 130

HVAC– For permits other than Major Permits

[Note: Exterior installations require zoning approval.]

- Base Fee for all HVAC Permits \$ 100
- For replacement of duct work only, per unit \$60
- For totally new system, per unit \$120
- For each roof-top unit, new or replacement \$130
- For each new or replacement AC unit, if total capacity on the property is 8 tons or more. \$ 130
- For minor heating/cooling/ventilation system items, per unit. \$ 35

Irrigation

- Base Fee \$ 105
- Per Sprinkler Head \$ 1.20

SCHEDULE OF BUILDING, ZONING AND CONSTRUCTION ACTIVITY FEES

MISCELLANEOUS FEES

Construction & Demolition Debris (Sec. 15.54.080)	\$ 325
Development Agreement — Base Fee (Sec. 15.32.080(K))	\$1,500
[Note: Base Fee includes standard staff review time and 3 hours of Village Attorney time.]	
Development Agreement — Supplemental Fee (Sec.15.32.080(K))	Variable,
All Village costs in excess of those included in the Base Fee shall be based upon the actual time spent by the Village, plus costs incurred, and shall be incorporated into the Development Agreement.	based on Staff time
Partial Permits (Sec. 15.32.110)	\$ 200
Permit Renewal (Sec. 15.32.200)	50% of total original building permit fee
Stop Work Order (Sec. 15.04.100)	
• 1 st Stop Work Order	\$ 325
• 2 nd Stop Work Order	\$ 650
• 3 rd Stop work Order	\$ 975
Temporary Certificate of Occupancy (Sec. 15.36.010)	\$ 350
Village Attorney Services (Sec. 5.66.040)	\$400 per hour,
For non-standard services related to post-approval implementation or amendment of development agreements, subdivisions and planned developments	½ hour increments

PETITION FILING FEES

Administrative Appeals

• Building Code Appeals (Sec. 15.72.010)	\$ 450
• Zoning Appeals (Sec. 17.72.010)	\$ 575
• Appeal of Landmark Preservation Commission Maximum Building Size Bonus Determination (Sec. 15.52.060 & 15.53.030)	\$250
• Appeal of Landmark Preservation Demolition Delay Determination Appeals (Sec. 15.52.070)	\$250

Certificate of Appropriateness of Design (Sec. 15.40.010)

• For each new primary structure or addition thereto	\$ 575
• For each existing structure	\$ 135
• For each application for signs, canopies, or awnings	\$ 70

Driveway Variation (Sec. 12.12.010 and 15.44.040)	\$ 275
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Flood Plain Variation (Sec. 15.68.100)	\$ 800
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SCHEDULE OF BUILDING, ZONING AND CONSTRUCTION ACTIVITY FEES

Sign Variation (Sec. 15.60.250)	\$ 275
Historic Maximum Building Size Fees	
• Preliminary Property History Study Preparation Fee (Sec 15.53.020)	\$550
• Maximum Building Size Bonus Application Fee (Sec 15.53.020)	\$300
• Alteration or Addition Administrative Review Escrow (Sec.15.52.090 & 15.53.050)	\$1,500
[Note: Escrow fees must be submitted with applications. The Village's costs for an analysis prepared by an architectural historian, historic architect, or other similarly qualified professional will be deducted from the escrow fees. Escrow balances will be retained by the Village until the Director or Village Council, determine whether proposed alterations to the exterior or additions to a building would destroy the nature of a building's Critical Exterior Historical or Architectural Features and all third-party costs are paid by the Village. Additional funds may be required if insufficient to cover the Village's third-party costs.]	
Special Use Permit (Sec. 17.56.010)	\$ 1,200
Subdivision or Consolidation of Land – Base Fee (Sec. 16.04.040)	\$ 1,200
[Note: Base Fee includes standard staff review time and 3 hours of Village Attorney time.]	
Subdivision of Land – Supplemental Fee (Sec. 15.32.080(K))	Variable,
All Village costs in excess of those included in the Base Fee shall be based upon the actual time spent by the Village, plus costs incurred. For projects requiring a Development Agreement, the supplemental fee shall be incorporated into the Development Agreement.	
	based on Staff time
Zoning Map Amendment (Sec. 17.72.040)	\$ 2,500
Zoning Planned Development (Chapter 17.58)	\$ 1,200
Zoning Text Amendment (Sec. 17.72.040)	\$ 1000
Zoning Variation by Zoning Administrator (Minor Variation) (Sec. 17.60.015)	\$ 325
Zoning Variation by Zoning Board of Appeals (Standard Variation) (Sec. 17.60.020)	\$ 525
Zoning Variation by Ordinance (Major Variation)(Sec. 17.60.030)	\$ 1,000
STREETS, SIDEWALKS, DRIVEWAYS AND OTHER IMPERMEABLE SURFACES (Sec. 12.04.110)	
Driveway curb cut, new or enlarged (Sec. 12.12.010)	\$200
[Note: Includes right-of-way excavation fee.]	

SCHEDULE OF BUILDING, ZONING AND CONSTRUCTION ACTIVITY FEES

Right-of-way Excavation and/or Occupation, per excavation/occupation (Sec. 12.16.010 and 12.20.010)	\$ 200
Sewer, per sewer line type (Sec. 15.24.090)	\$150
Impermeable Surfaces (including driveways, sidewalks, patios, etc.) (For permits other than Major Permits)(Sec. 12.08.010)	\$75
Street Replacement (Sec. 12.04.20) • Noncompliance fee	\$5,000

[Remainder of this page intentionally left blank.]

SECTION 9: DETERMINATION OF CONSTRUCTION COSTS. In setting any fee based on the cost of construction, the Director of Community Development may use any of the following methods:

- A. An estimate furnished by the permit applicant;
- B. A certification of the cost of construction from a licensed architect or a registered structural or professional engineer;
- C. An affidavit from the owner or the owner's agent setting forth the estimated cost of the proposed work; or
- D. A calculation to be made by the Director of Community Development, based on the most current edition of the RS Means Square Foot Costs Book.

SECTION 10: FEE FOR RETURNED PAYMENTS. A fee of \$30.00 shall be charged for any payment of fees charged pursuant to this Resolution that is returned to the Village for any reason (excluding building permits), including, but not limited to, insufficient funds, account closed, or referred to maker.

SECTION 11: FEE FOR RETURNED BUILDING PERMIT PAYMENTS. A fee in the amount of \$150.00 or 5% of the building permit fee, whichever is greater, shall be charged for any payment that is returned to the Village for any reason, including, but not limited to, insufficient funds, account closed, or referred to maker.

SECTION 12: REPEALER. Resolution R-116-2022 shall be, and is hereby, repealed and shall no longer be in force and effect from and after the passage of this Resolution and approval according to law.

SECTION 13: EFFECTIVE DATE. This Resolution shall be in full force and effect from and after its passage and approval according to law, but in no event prior to January 1, 2024.

ADOPTED this 5th day of December, 2023, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

Signed:

Village President

Countersigned:

Village Clerk

Introduced: November 21, 2023

Adopted: December 5, 2023



Agenda Item Executive Summary

TITLE: Resolution No. R-100-2023: Establishing Rates and Fees Related to Utility Services (Adoption)

PRESENTER: Tim Sloth

AGENDA DATE: December 5, 2023

CONSENT: Yes

ITEM TYPE: Ordinances and Resolutions

ITEM HISTORY:

The Village Council held a budget review meeting on November 3, 2023, and a public hearing on November 21, 2023, to review the proposed fiscal year 2024 budget. The Village Council sets utility fees annually by resolution during the budget approval process.

EXECUTIVE SUMMARY:

Because of the projected capital needs of the electric, water, and refuse utilities, rate adjustments for each are proposed and incorporated in the FY 2024 budget. Water rates derived from the Water Rate Study conducted in 2016-2017 along with an additional 1.75% to fund lead service line replacements are implemented in the proposed rate resolution. Incorporated, unincorporated, and special service customers will see a rate increase of 10.25% in changes to the volumetric rate (cu.ft.). The Northfield wholesale rate is set by contract and is subject to rate adjustments outside the budget process. Electric rates include an 9.72% average increase across all customer types. Rate adjustments are comprised of changes to the volumetric (kWh) rate and the customer charge. The proposed rate adjustments are to offset an increase in the cost of purchased power charged to Winnetka by the Illinois Municipal Electric Agency (IMEA) and also to provide funding for necessary capital improvements. Residential refuse rates are increasing by 2.5% for all customers, while commercial refuse fees will see a rate increase of 7.5%. Refuse increases are largely driven by the increased costs charged by the Village's contracted recycling provider. Sanitary and stormwater sewer fees remain unchanged. The Village will consider adoption of this Resolution at the December 5, 2023 Council Meeting.

RECOMMENDATION:

Consider adoption of Resolution No. R-100-2023, a Resolution Establishing Rates and Fees Related to Utility Services.

ATTACHMENTS:

1. Resolution No. R-100-2023: Establishing Rates and Fees Related to Utility Services

A RESOLUTION ESTABLISHING RATES AND FEES

RELATED TO UTILITY SERVICES

WHEREAS, the Village of Winnetka is a home rule municipality in accordance with Article VII, Section 6 of the Constitution of the State of Illinois of 1970, pursuant to which it has the authority, except as limited by Section 6 of Article VII of such Constitution, to exercise any power and perform any function pertaining to the government and affairs of the Village, including, but not limited to, the powers (i) to regulate for the protection of the public health, safety, morals and welfare, (ii) to license, (iii) to tax, and (iv) to incur debt; and

WHEREAS, the Village of Winnetka (“Village”) owns, operates, and provides the following services in the Village (collectively, “*Utility Services*”): (i) a water utility that provides water service; (ii) an electric utility that provides electric service; (iii) a public sewer system; (iv) a municipal waste system that provides for the collection, transportation and disposal of refuse and yard waste; and (v) a public stormwater utility to provide stormwater management services; and

WHEREAS, pursuant to its home rule authority and the Illinois Municipal Code, the Village is permitted to charge fees for Utility Services; and

WHEREAS, the President and Village Council have determined that adoption of this Resolution will serve and be in the best interest of the Village of Winnetka;

NOW, THEREFORE, be it resolved by the Council of the Village of Winnetka as follows:

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

SECTION 2: FEES FOR WATER.

A. **Water Rates.** Each customer using water furnished by the Village of Winnetka Water and Electric Department shall be charged for such service in accordance with the following Schedules of Volumetric Water Rates and Water Customer Charges, as provided in Section 13.04.040 of the Winnetka Village Code:

[Remainder of this page intentionally left blank.]

SCHEDULE OF VOLUMETRIC WATER RATES

<u>Type of Customer</u>	<u>Rate</u>
Service within corporate limits	\$57.17 per 1,000 cubic feet, as metered
Service outside of corporate limits	\$102.35 per 1,000 cubic feet, as metered
Service to Village of Northfield:	Rate established by agreement approved by resolution of the Village Council
Wholesale Rate	Rate equal to "Service to Village of Northfield" rate
Special Service	\$42.86 per 1,000 cubic feet, as metered

SCHEDULE OF WATER CUSTOMER CHARGES

<u>Type of Customer (Meter Size)</u>	<u>Monthly Service Charge</u>
Less than or equal to One Inch (1")	\$ 12.71
One and One Half Inches (1.5")	\$ 18.37
Two Inches (2")	\$ 26.12
Three Inches (3")	\$ 83.20
Four Inches (4")	\$ 104.35
Six Inches (6")	\$ 153.69
Eight Inches (8")	\$ 210.03

B. Disconnection/Reconnection Fees. The following fees shall be charged and collected for service calls to either disconnect or reconnect service as the result of nonpayment, as provided in Section 13.04.060 of the Winnetka Village Code:

SERVICE DISCONNECTION OR RECONNECTION FEE

<u>Time of Service Call</u>	<u>Fee</u>
During regular business hours (Monday through Friday, except for holidays, from 7:30 a.m. to 3:00 p.m.)	\$100.00 per service dispatch
All other times (evenings, nights, weekends and holidays)	\$448.00 per service dispatch

C. Water Service Tap Fees. The following fees shall be charged for the installation of water connections, as provided in Section 13.04.100 of the Winnetka Village Code:

WATER SERVICE TAP FEES

<u>Water Tap Size</u>	<u>Water Main Size</u>	<u>Fee</u>	<u>Service Included in Fee</u>
			Making tap, tapping sleeve, corp. stop, curb stop and box, and inspection
1 1/2" or less	8" or less	\$1,950	
			Making tap, tapping sleeve, corp. stop, curb stop and box, and inspection
1 1/2" or less	10" – 12"	\$2,350	
			Making tap, tapping sleeve, corp. stop, curb stop and box, and inspection
1 1/2" or less	16" – 20"	\$3,250	
2"	8" or less	\$2,050	Making tap, tapping sleeve, corp. stop, curb stop and box, and inspection
2"	10" – 12"	\$2,450	Making tap, tapping sleeve, corp. stop, curb stop and box, and inspection
2"	16" – 20"	\$3,350	Making tap, tapping sleeve, corp. stop, curb stop and box, and inspection
4"	4"	\$2,600	Making tap, tapping sleeve and valve, and inspection
4"	6"	\$3,000	Making tap, tapping sleeve and valve, and inspection
6"	6"	\$3,500	Making tap, tapping sleeve and valve, and inspection
4"	8"	\$3,600	Making tap, tapping sleeve and valve, and inspection
6"	8"	\$4,200	Making tap, tapping sleeve and valve, and inspection
8"	8"	\$4,750	Making tap, tapping sleeve and valve, and inspection
4"	10"	\$4,800	Making tap, tapping sleeve and valve, and inspection
6"	10"	\$4,900	Making tap, tapping sleeve and valve, and inspection
8"	10"	\$5,300	Making tap, tapping sleeve and valve, and inspection
4"	12"	\$4,800	Making tap, tapping sleeve and valve, and inspection
6"	12"	\$4,900	Making tap, tapping sleeve and valve, and inspection
8"	12"	\$5,325	Making tap, tapping sleeve and valve, and inspection

For all taps 4" and larger, valve vaults meeting Water and Electric Department specifications must be furnished by the customer's plumber, at the customer's cost. Other

size taps may be made only with the consent of the Water and Electric Department, at the customer's cost.

D. Water Meter Fees. The following fees shall be charged for the water meters provided by the Village, as provided in Sections 13.04.030 and 13.04.100 of the Winnetka Village Code:

WATER METER FEES

<u>Meter Size</u>	<u>Cost</u>
5/8"	\$550
3/4"	\$600
1"	\$725
1 1/2"	\$950
2"	\$1,100

Spreader and valves on both sides of meter must be installed by the customer's plumber, at the customer's cost. Other sizes of meters may be required or permitted, as determined by the Water and Electric Department, based on the characteristics of the proposed service. Such other installations shall require the written approval of the Water and Electric Department and the entire cost of the purchase and installation shall be borne by the customer.

E. Replacement of Touchpad Fees. The following fees shall be charged for replacement of removed touchpads and replacement of the touchpad wiring:

Replacement of Touchpad	\$150.00
Replacement of Touchpad Wiring	\$450.00

F. Temporary Water Service Fees. Pursuant to Section 13.04.150 of the Winnetka Village Code, temporary water service provided during building construction shall be billed at the rate applicable to the use specified in the building permit.

G. Construction Temporary Water Service Fees. Bulk water provided from the fire hydrant located at the Village's Public Works Facility for construction projects will be billed at the unincorporated water rate. The minimum daily charge will be \$50. At the discretion of the Water and Electric Director, the water rate can be waived for contractors performing Village work.

SECTION 3: FEES FOR ELECTRICITY.

A. Definitions. As used in this Section 3, the following terms, phrases and words and their derivations shall have the meanings given in this section, unless the context or use clearly indicates another or different meaning is intended:

Customer Charge: A fixed charge based on the type of service rather than the amount of electricity used.

Demand Charge: A charge based on the rate at which electric energy is delivered, expressed in kilowatts (kW), averaged over a 30-minute period.

Energy Charge: A volume based charge for energy used.

Load Factor: The ratio of energy used to the maximum energy consumption for a given monthly peak demand.

On-peak Demand: A peak demand that occurs between the hours of 3:00 p.m. and 9:00 p.m.

Off-peak Demand: A peak demand that occurs between after 9:00 p.m. and before 3:00 p.m.

Primary Lines: High voltage power lines

Secondary Lines: Low voltage power lines that extend from the high voltage Primary Lines and distribute electricity to individual property lines.

Service Lines: The power lines that extend from the Secondary Lines to the individual meter connections located on each parcel of property that receives electric service.

B. Season Rates. Separate summer and winter rates shall be established for demand charges and energy charges. Pursuant to Section 13.08.150 of the Winnetka Village Code, summer rates shall be in effect for each of the four consecutive months with ending metered dates on or after June 1 of each year.

C. Electric Rates. Each customer using electricity furnished by the Village of Winnetka Water and Electric Department shall be charged for such service in accordance with the following schedule of electric rates, as provided in Section 13.08.040 of the Winnetka Village Code:

1. Customer Charge: Each customer shall be charged a monthly customer charge according to the schedule below:

SCHEDULE OF ELECTRIC CUSTOMER CHARGES

<u>Type of Customer (Rate Code)</u>	<u>Monthly Service Charge</u>	
Rate 1: Residential	\$20.87 Single Phase	\$28.83 Three Phase
Rate 2: Space Heating	\$24.49 Single Phase	\$31.87 Three Phase
Rate 3: Commercial	\$39.14 Single Phase	\$46.52 Three Phase
Rate 4: School and Government (<1000kW)	\$62.45 Single Phase	\$71.01 Three Phase
Rate 4: School and Government (>1000kW)	\$137.14 Single Phase	\$144.49 Three Phase
Rate 6: Water Heating	\$11.60 Single Phase	\$19.33 Three Phase
Rate 7: Large Residential	\$20.87 Single Phase	\$28.77 Three Phase
Rate 8: Street Lights	\$0.00 Single Phase	\$0.00 Three Phase

2. Energy and Demand Charges: In addition to the Customer Charge, each customer shall pay energy and demand charges at the rates set forth in the following Schedule of Energy and Demand Charges:

SCHEDULE OF ENERGY AND DEMAND CHARGES

Rate 1 - Residential: (Section 13.08.080 of the Winnetka Village Code)

Energy Charge

Summer Rate	\$0.1668 per kWh
Winter Rate	\$0.1565 per kWh

Rate 2 - Space Heating Customers: (Section 13.08.090 of the Winnetka Village Code)

Energy Charge

Summer Rate	\$0.1647 per kWh
Winter Rate	
First 750 kWh	\$0.1497 per kWh
All over 750 kWh	\$0.1018 per kWh

Rate 3 - Commercial: (Section 13.08.100 of the Winnetka Village Code)

Demand Charge

Summer Rate	
First 50 kW	\$0.00 per kW
All over 50 kW	\$20.11 per kW
Winter Rate	
First 50 kW	\$0.00 per kW
All over 50 kW	\$18.43 per kW

Energy Charge

Summer Rate	
First 15,000 kWh	\$0.1637 per kWh

All over 15,000 kWH	\$0.1189 per kWH
Winter Rate	
First 15,000 kWH	\$0.1488 per kWH
All over 15,000 kWH	\$0.1189 per kWH

Rate 4 - School and Government: (Section 13.08.110 of the Winnetka Village Code)

(a) With an annual peak demand of up to 1,000 kW:

Demand Charge	
Summer Rate	\$18.54 per kW
Winter Rate	\$16.07 per kW
Energy Charge	
Summer Rate	
First 100,000 kWH	\$0.10069 per kWH
Over 100,000 kWH	\$0.08700 per kWH
Winter Rate	
First 100,000 kWH	\$0.09160 per kWH
Over 100,000 kWH	\$0.08700 per kWH

(b) With an annual peak demand exceeding 1,000 kW:

Demand Charge	
Summer Rate	
On Peak	\$19.42 per kW
Off Peak	\$13.35 per kW in excess of On Peak Demand
Winter Rate	
On Peak	\$17.34 per kW
Off Peak	\$13.35 per kW in excess of On Peak Demand
Energy Charge	
Summer Rate	
First 100,000 kWH	\$0.10093 per kWH
Over 100,000 kWH	\$0.08720 per kWH
Winter Rate	
First 100,000 kWH	\$0.09182 per kWH
Over 100,000 kWH	\$0.08720 per kWH
Load Factor Credit	(\$0.005) per kWH for kWH in excess of 50% based upon the on peak demand

Rate 6 - Water Heating: (Section 13.08.120 of the Winnetka Village Code)

Energy Charge	
Summer Rate	\$0.1655 per kWH
Winter Rate	\$0.1655 per kWH

Rate 7 - Large Residential: (Section 13.08.130 of the Winnetka Village Code)

Demand Charge	
Summer Rate	\$17.30 per kW
Winter Rate	\$15.30 per kW
Energy Charge	
Summer Rate	\$0.1240 per kWh
Winter Rate	\$0.1135 per kWh

Rate 8 - Street Lights: (Section 13.08.140 of the Winnetka Village Code)

Energy Charge	
Summer Rate	\$0.1597 per kWh
Winter Rate	\$0.1597 per kWh

D. Wholesale Power Purchase Cost Adjustment.

1. Wholesale Power Purchase Cost Adjustment formula: The electric system's cost of purchasing power shall be estimated at least once per year. Pursuant to Section 13.08.160 of the Winnetka Village Code, the Wholesale Power Purchase Cost Adjustment shall be calculated as the difference between the estimated annual cost per kWh of purchasing power and the 12 month rolling average cost of power calculated bimonthly. If the actual 12 month rolling average cost of power calculated bimonthly on a per kWh basis exceeds the estimated cost, the shortage shall be recovered by billing all customers at the same amount per kWh in the next bimonthly cycle. If the estimated annual cost per kWh of purchasing power exceeds the actual 12 month rolling average cost of power calculated bimonthly on a per kWh basis, the excess shall be credited to all customers at the same amount per kWh in the next bimonthly cycle.

E. Renewable Energy Production Credit.

1. Terms:
 - a. Eligible Customer. A customer of the Village's Electric Utility who satisfies all of the requirements of Section 13.08.260 of the Winnetka Village Code.
 - b. Renewable Energy Production Credit, or REPC, means the actual credit as calculated pursuant to the formula in subsection 2, below.

- c. Renewable Energy, or RE, means the amount of energy, measured in kWh, delivered to the Village by an Eligible Customer.
- d. Summer Residential Energy Cost, or SREC, means the energy charge during the defined summer months utilizing the residential rate category (section 13.08.080 of the Winnetka Village Code).
- e. Wholesale Purchase Power Cost, or WPPC, means the allocation on a per kilowatt hour basis of the total annual cost of purchasing power shown in the annual budget line item for “Purchased Power.”

2. Calculation of REPC:

Summer Rate REPC = (RE x SREC)

Winter Rate REPC = (RE x WPPC)

- 3. REPC Carry-forward: If the REPC exceeds the cost of the power and energy billed to the Eligible Customer by the Village in a billing period, the excess REPC will be carried forward from one billing period to the next, except that no amount shall be carried forward past the end of the calendar year and that any amount of energy in kWh reflected in carry-forward credits remaining at the end of the calendar year shall be deemed to have been provided to the Village at no charge.
- 4. No Refunds or Transfers: No Eligible Customer whose electric service is terminated shall be entitled to a refund of any REPC balance, regardless of the reason for the termination of service. Nor shall any Eligible Customer be entitled to transfer any REPC balance to a succeeding customer upon the termination of the Eligible Customer’s electrical service, regardless of the reason for the termination of service. Upon the termination of an Eligible Customer’s electric service, the Eligible Customer’s account shall be closed and any amount of kWh reflected in any REPC balance in existence at the time the account is closed will be deemed to have been provided to the Village, at no charge.

F. Municipally Owned Electric Vehicle Charging Station (for public use). The energy charge for municipally owned electric vehicle charging station (for public use) shall be according to the following schedule:

Weekdays, 4:00 P.M. to 7:00 P.M.	\$0.40 per kWh.
All days, all other times	\$0.20 per kWh

G. Undergrounding Surcharge. Pursuant to Section 13.08.240 of the Winnetka Village Code, the following surcharges are hereby established for the undergrounding of transmission and distribution lines:

RATE U - UNDERGROUNDING SURCHARGE

1. **Surcharge:** Except as provided in subsection (c), each customer located in a Project Area within which the Primary Lines and Secondary Lines are placed underground pursuant to Section 13.08.230 of the Winnetka Village Code shall be subject to an undergrounding surcharge. The surcharge shall be charged monthly until the Applicable Project Cost, plus interest on the unpaid balance at a rate of 7% per annum, is fully paid. The surcharge shall not be charged for more than 60 consecutive months. The surcharge amount shall be as follows:

Surcharge UA Monthly surcharge of \$100 if Applicable Project Cost equals \$5,000 or less.

Surcharge UB Monthly surcharge of \$150 if Applicable Project Cost is greater than \$5,000 but does not exceed \$7,500.

Surcharge UC Monthly surcharge of \$200 if Applicable Project Cost is greater than \$7,500 but does not exceed \$10,000.

Surcharge UD Monthly surcharge of \$250 if Applicable Project Cost is greater than \$10,000 but does not exceed \$12,500.

2. **Definitions:** The following definitions shall be used in determining the undergrounding surcharge:

Project Area: The service area covered by a petition for undergrounding, as determined by the Director of Water and Electric, and shall include the Primary Lines, Secondary Lines and Service Lines within that service area.

Project Costs: All direct costs of undergrounding the Primary Lines and Secondary Lines in the Project Area ("Cost 1"). For customers with overhead Service Lines, the direct costs of undergrounding overhead Service Lines in the Project Area ("Cost 2") shall be included in the Project Costs in addition to Cost 1. Direct costs shall include, but not be limited to, labor, materials, recording of easements and the cost of relocating all related electric utility facilities and equipment, such as pad mount transformers and switch gear.

Project Cost_{UG}: The Project Cost per customer with underground Service Lines, which shall be determined by dividing Cost 1 by the number of customers in the Project Area.

Project Cost_{OH}: The Project Cost per customer with overhead electric service, which shall be determined by dividing Cost 2 by the number

of customers in the Project Area with overhead electric service and adding the resulting amount to Project Cost_{UG} .

Applicable Project Cost: The Project Costs as allocated to the individual customers in the Project Area. The Applicable Project Cost for each customer with underground Service Lines shall be Project Cost_{UG}. The Applicable Project Cost for each customer with overhead Service Lines shall be Project Cost_{OH}.

3. **Exceptions to Surcharge:** The undergrounding surcharge shall not be charged to any customer in the Project Area who pays the Applicable Project Costs in full before the project begins.

G. **Disconnection or Reconnection Fee.** The following fees shall be charged and collected for service calls to disconnect or reconnect service as the result of nonpayment, as provided in Section 13.08.060 of the Winnetka Village Code:

SERVICE DISCONNECTION OR RECONNECTION FEE

<u>Time of Service Call</u>	<u>Fee</u>
During regular business hours (Monday through Friday, except for holidays, from 7:30 a.m. to 3:00 p.m.)	\$100.00 per service dispatch
All other times (Evenings, nights, weekends and holidays)	\$448.00 per service dispatch

H. **Replacement Touchpad.** The following fees shall be charged for replacement of removed touchpads and replacement of the touchpad wiring:

Replacement of Touchpad	\$150.00
Replacement of Touchpad Wiring	\$450.00

I. **Removal and Reinstallation of Overhead Service Connection.** The following fee shall be charged and collected for costs to disconnect, remove and reconnect an overhead service conductor for construction activities:

<u>Time of Service Call</u>	<u>Fee</u>
During regular business hours (Monday through Friday, except for holidays, from 7:30 a.m. to 3:00 p.m.)	\$450.00
All other times (Evenings, nights, weekends and holidays)	\$1,200.00

J. **Cost of Adding, Upgrading and Underground Electric Services.** The costs of installing new electric service, upgrading electric service to increase capacity and converting overhead service to underground service shall be allocated as follows:

Installation and Ownership of Facilities: All existing facilities and equipment, and all facilities and equipment related to new service, upgraded service and underground conversions, up to the meter, shall be owned, operated and maintained by the Village of Winnetka Water and Electric Department. The meter pedestal or meter enclosure shall be provided by the customer, at the customer's expense, and shall be owned and maintained by the customer.

The Water and Electric Department shall install all new electrical service lines, all meters, all service upgrades and all conversions of overhead service to underground service, regardless of the party initiating the conversion, except that the Water and Electric Department shall not perform any work on the customer's side of the meter.

New Service or Increased Load: The following fees shall be charged for installing new or larger electric services:

Installation of a 200 Amp service (Includes conduits for communication conductors)	\$13,200
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Installation of a 400 Amp service (Includes conduits for communication conductors)	\$25,000
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Installation of three phase service

The costs of providing three phase electric service, including the cost of any necessary relocation, replacement or extension of the primary, secondary lines and transformers to which the service line is connected, shall be paid for by the customer requesting the new or increased three phase service.

If a primary or secondary line must be relocated, replaced or extended in order to install a new service or to increase the load capacity of an existing service, any customer who connects to such primary or secondary line within five years after the its installation may be required to pay that customer's pro rata share of such costs. The Village Manager, in the exercise of his discretion, may enter into a written agreement with the initial requesting customer and establish terms for the payment of such costs, which may include a recapture provision that provides for the Village to refund such pro rata costs, less administrative costs in the amount of 10% of the recaptured amount, to the initial requesting customer.

Service Lines – Scheduled Conversion to Underground Service: A customer may choose either to maintain overhead service or to convert his service line from overhead service to underground service in conjunction with the Water and Electric Department's planned conversion undergrounding of the primary and secondary lines to which the customer's service line is connected. If the customer elects to maintain overhead service, the Water and Electric Department will install, at no additional cost to the customer, a new pole as close to the service connection as the Department deems possible, placing the service line underground to the pole, installing a service riser to the top of the pole, and connecting an overhead line to the existing service connection.

If the customer elects to place the service line underground, the Water and Electric Department will do so, at no additional cost to the customer, provided the customer purchases the meter enclosure or meter pedestal and makes, at the customer's expense, all alterations necessary to relocate the meter and building service so as to connect to the underground service line in the location specified by the Water and Electric Department.

Underground Service – Customer Requested Conversion: All costs of converting overhead electrical service to underground electrical service, including the cost of any necessary relocation of the primary and secondary lines to which the service line is connected, shall be paid by the customer if it is requested by the customer and the conversion is not done as part of the Water and Electric Department's undergrounding program. If the customer is increasing the size of the service entrance equipment, the customer shall be charged in accordance with rates for New Service or Increased Load for the service connection work. Existing rear lot residential services will be relocated to the front of the building and the service connection shall be at a location specified by the Water & Electric Department. As part of the conversion, an electric meter located within the structure shall be relocated to the outside.

K. Temporary Electric Service. Pursuant to Section 13.08.210 of the Winnetka Village Code, temporary electric service provided during building construction shall be billed at the rate applicable to the use specified in the building permit.

SECTION 4: SANITARY SEWER FEES.

A. Sewer Service Volumetric Rates. Any person owning or occupying premises which are connected to the public sewers within the Village of Winnetka shall pay for such services, as provided in Section 13.12.010 of the Winnetka Village Code, at the rate of \$18.88 per 1,000 cubic feet of water supplied to those premises.

B. Sewer Service Customer Charge. Any person owning or occupying premises which are connected to the public sewers within the Village of Winnetka shall pay for such services, as provided in Section 13.12.010 of the Winnetka Village Code, a customer charge of \$2.00 per month.

C. Fee for Returned Payment. A fee of \$30.00 shall be charged for any payment that is returned to the Village for any reason, including, but not limited to, insufficient funds, account closed, or referred to maker.

SECTION 5: REFUSE FEES.

A. Definitions. All terms defined in Section 8.16.010 of Chapter 8.16 of the Winnetka Village Code, "Garbage and Refuse," shall have the same meaning when used in this Section 5.

B. Commercial Refuse Service Fees. Pursuant to Section 8.16.050 of the Winnetka Village Code, the following monthly fees are hereby established for commercial refuse service, including apartments in commercial buildings:

SCHEDULE OF MONTHLY COMMERCIAL REFUSE SERVICE FEES

<i>Container</i> Volume per Pick-up	Number of Pickups Per Week						
	1	2	3	4	5	6	7
1 Cu.Yd.	\$54.52	\$98.65	\$135.00	\$177.84	\$211.58	\$251.83	\$295.96
1.5 Cu.Yd.	\$68.80	\$120.72	\$180.43	\$233.65	\$290.77	\$343.99	\$398.50
2 Cu.Yd.	\$80.36	\$150.58	\$223.27	\$294.66	\$362.16	\$433.56	\$499.76
3 Cu.Yd.	\$109.04	\$202.50	\$298.56	\$392.02	\$489.37	\$581.53	\$678.88
4 Cu.Yd.	\$140.19	\$244.04	\$373.84	\$489.37	\$607.49	\$655.52	\$837.25
6 Cu.Yd.	\$170.04	\$308.94	\$446.53	\$581.53	\$720.42	\$720.42	\$993.02
6 Cu.Yd.							
Compactor	\$202.50	\$362.16	\$521.83	\$678.88	\$837.25	\$993.02	\$1,153.98
35-65 Gal.	\$25.96	\$33.76	\$44.14	\$54.52	\$62.31	\$72.69	\$83.08
95 Gal.	\$34.15	\$54.52	\$72.69	\$98.65	\$115.53	\$136.30	\$158.37

[**Note:** Individual accounts will be charged a share of the monthly fees charged based upon the account's proportionate use of the container(s), as determined by the Winnetka Public Works Department.]

C. Residential Refuse Service Fees. Pursuant to Section 8.16.050 of the Winnetka Village Code, the following fees and charges are hereby established for residential refuse service:

SCHEDULE OF RESIDENTIAL REFUSE SERVICE FEES

<u>Service</u>	<u>Charge</u>
Back Door - One pick-up per week of no more than two garbage cans of household rubbish	\$52.53 per month
Back Door - Two pick-ups per week of no more than two garbage cans of household rubbish	\$105.06 per month
Back Door – One pick-up per week of no more than four garbage cans of household refuse	\$73.03 per month
Curbside - One pick-up per week – 35-gallon container	\$28.29 per month
Curbside - One pick-up per week – 65-gallon container	\$37.82 per month
Curbside - One pick-up per week – 95-gallon container	\$47.28 per month
Curbside – Two pick-ups per week – 95-gallon container	\$99.81 per month
Curbside – One pick-up per week – Two or more 95-gallon containers	\$47.28 plus \$15.38 per container per month
Collection of household rubbish or garbage in excess of two garbage cans per pick-up	\$2.50 per sticker (one sticker required for each container)

D. Charges for Special Refuse Collections. Pursuant to Section 8.16.050 of the Winnetka Village Code, the following rates are hereby established for special refuse collections:

SCHEDULE OF FEES FOR SPECIAL REFUSE COLLECTIONS

<u>Service</u>	<u>Charge</u>
Base Fee for special collections	\$40.00
Bulk pick-ups [Note: Bulk pick-ups are for light refuse other than liquids and yard waste.]	
Bulk pick-ups (<i>continued</i>)	
Up to 1.0 cubic yards	Base Fee
Over 1.0 cubic yards	Base Fee plus \$15.00 for each additional cubic yard or fraction thereof
White goods and other large items [Note: Includes appliances, sofas, etc.]	Base Fee plus \$10.00 for each item

Service

Hard-to-handle refuse

[**Note:** Hard-to-handle refuse includes such miscellaneous rubbish as wood, fencing, carpeting, multiple pieces of furniture and cabinets, and construction materials such as wallboard, plaster and flooring, but shall not include liquids, soil, concrete and asphalt.]

Charge

Base Fee plus \$17.00 per cubic yard

Tires and/or tire rims

Base Rate plus Charge per
Tire

Charge per tire

Tire without rim

Base Rate plus \$10.00

Tire with rim

Base Rate plus \$15.00

Truck tire without rim

Base Rate plus \$20.00

Truck tire with rim

Base Rate plus \$25.00

Carts and roll-off boxes

[**Note:** Charge is based on container size. Contents shall not include concrete, soil, asphalt or liquids]

1.0 cubic yard

\$50.72

2.0 cubic yard

\$74.75

E. Yard Waste. Pursuant to Section 8.16.050 of the Winnetka Village Code, the following rates are hereby established for the removal of certain yard waste:

SCHEDULE OF YARD WASTE REMOVAL FEES**Service**

Removal of yard waste

Customer supplied bags (one sticker required per bag)

Charge

\$2.50 per sticker

SECTION 6: STORMWATER SEWER FEES. The fee for stormwater utility service provided in the Village of Winnetka pursuant to Chapter 13.16 of the Winnetka Village Code is

hereby established at \$21.83 per month per Equivalent Runoff Unit (ERU), as defined in Section 13.16.04 of the Winnetka Village Code.

SECTION 7: FEE FOR RETURNED PAYMENT. A fee of \$30.00 shall be charged for any payment of fees charged pursuant to this Resolution that is returned to the Village for any reason, including, but not limited to, insufficient funds, account closed, or referred to maker.

SECTION 8: PAYMENT PERIOD; LATE FEES. All bills issued for Utility Services shall be paid in full within the payment period specified in the bill. The payment period shall be established by the Director of Finance, and shall be no less than 21 nor more than 30 days from the date of the issuance of the bill. Pursuant to Sections 13.04.040.B, 13.08.040.B, 13.12.010.B, and 13.16.090.B of the Winnetka Village Code, if any bill for utility service is not paid within the specified payment period, a late payment penalty of 5% of the amount due shall be added to the bill and collected from the user.

SECTION 9: EFFECT OF RESOLUTION. The rates established in this Resolution shall apply to all Utility Service usage that will be billed by the Village on bills with a billing date on or after January 1, 2024.

SECTION 10: REPEALER. Resolution R-117-2022 shall be repealed and shall no longer be in force and effect for all Utility Service usage that will be billed by the Village on bills with a billing date on or after January 1, 2024.

SECTION 11: EFFECTIVE DATE. This Resolution shall be in full force and effect from and after its passage and approval according to law, but in no event prior to January 1, 2024.

ADOPTED this 5th day of December, 2023, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

Signed: _____

Village President

Countersigned:

Village Clerk

Introduced: November 21, 2023

Adopted: December 5, 2023



Agenda Item Executive Summary

TITLE: Ordinance No. MC-11-2023: Amending Title 15 of the Winnetka Village Code Concerning Building Permit Fees and Bonds (Adoption)

PRESENTER: Tim Sloth, David Schoon

AGENDA DATE: December 5, 2023

CONSENT: Yes

ITEM TYPE: Ordinances and Resolutions

ITEM HISTORY:

The Village Council held a budget review meeting on November 3, 2023, to review the proposed fiscal year 2024 budget during which the Council discussed adjustments to building permit fees.

At its regular meeting on November 21, 2023, the Village Council approved introduction of Ordinance MC-11-2023, An Ordinance Amending Title 15 of the Winnetka Village Code Concerning Building Permit Fees and Bonds.

EXECUTIVE SUMMARY:

On December 5, 2023, the Village Council is scheduled to consider adoption of Ordinance MC-11-2023, An Ordinance Amending Title 15 of the Winnetka Village Code Concerning Building Permit Fees and Bonds (**Attachment 1**). The proposed amendment would:

- Convert the calculation of all “major” permit fees to value of construction; and
- Change the Village license and permit bond requirements to only contractors performing work on Village property or a public right-of-way.

Further details regarding the proposed amendments can be found in the agenda packet materials for the November 21, 2023, Village Council meeting (www.villageofwinnetka.org/agendas).

RECOMMENDATION:

Consider adoption of Ordinance No. MC-11-2023, an Ordinance Amending Title 15 of the Winnetka Village Code Concerning Building Permit Fees and Bonds.

ATTACHMENTS:

1. Ordinance No. MC-11-2023: Amending Title 15 of the Winnetka Village Code Concerning Building Permit Fees and Bonds

**AN ORDINANCE AMENDING TITLE 15 OF THE WINNETKA VILLAGE CODE
CONCERNING BUILDING PERMIT FEES AND BONDS**

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

WHEREAS, Chapter 15.32 of the Winnetka Municipal Code of 1999, as amended (“*Village Code*”), sets forth certain rules and requirements for building permits, which requirements include the payment of building permit fees and posting bonds when performing work on public property (“*Permit Requirements*”); and

WHEREAS, the Village desires to amend the Permit Requirements to make them more efficient and to better ensure compliance with the Village building regulations; and

WHEREAS, the Village Council has determined that amending the provisions of the Village Code as set forth in this Ordinance is in the best interests of the Village;

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

SECTION 1: RECITALS. The recitals in this Ordinance are incorporated into this Section as the findings of the Village Council.

SECTION 2: AMENDMENT TO SECTION 15.08.080 OF THE VILLAGE CODE. Section 15.08.080, titled “Amendments to the International Property Maintenance Code, 2015 Edition,” of Chapter 15.08, titled “Model Codes Adopted by Reference,” of Title 15, titled “Building and Construction,” of the Village Code is amended to read as follows:

“Section 15.08.080 Amendments to the International Property Maintenance Code, 2015 Edition.

* * *

B. **Amendments.** The following provisions of the 2015 Edition of the International Property Maintenance Code are amended for adoption by the Village and shall read as follows:

* * *

18. 112.4 Fines; Failure to Comply. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable to a fee **as set forth in the annual fee resolution adopted by the corporate authorities** ~~of not less than \$250 nor more than \$750.~~

Additions are bold and double-underlined; deletions are struck through

SECTION 3: AMENDMENT TO SECTION 15.32.020 OF THE VILLAGE CODE.

Section 15.32.020, titled “Permit Fees and Costs,” of Chapter 15.32, titled “Construction Permits,” of Title 15, titled “Building and Construction,” of the Village Code is amended to read as follows:

“Section 15.32.020 Permit fees and costs.

- A. Fees Set by Village Council. The Village Council shall establish all fees, costs, deposits and bonding requirements pertaining to the review and processing of all applications for any construction activity, including but not limited to building permits, permits for electrical work, plumbing work, HVAC or mechanical work, watershed management permits, permits for awnings, fences, impermeable surfaces, driveways and work affecting any public right-of-way; all inspections, development agreements and other actions involved in the administration and enforcement of the provisions of this code; all applications requesting any other action by the Village, or any board, commission or committee of the Village, related to construction activities and the compliance of such activities with this code. The nature and amount of all such fees, costs, deposits and bonds shall be set from time to time by resolution of the Village Council.
- B. Formulas for Building Permit Fees.
 - 1. ~~Building permit fees for the construction of new structures or additions to existing structures, shall be based on the new construction's gross floor area, as that term is defined in Section 17.04.030 of this code. For purposes of determining building permit fees, no zoning allowances, exceptions or bonuses for gross floor area shall be deducted and the gross floor area of all basement or below grade spaces shall be included.~~ **Building permit fees for the construction of new structures, for additions to existing structures, for alterations to existing structures, for the construction or alteration of any wireless telecommunications service facility, as defined by Title 17 of this Code, and for any other construction activity not specified in a resolution of the Council, shall be based on the estimated total cost of the proposed work. The resolution of the Council shall set out methods by which the Director of Community Development shall base the estimated total cost of the proposed work.**
 - 2. Building permit fees for the construction of new structures or additions to existing structures, which do not contribute to gross floor area, as defined in Section 17.04.030 of this code may be based on

Additions are bold and double-underlined; ~~deletions are struck through~~

the horizontal square footage of the structure or addition, as measured from its outer perimeter.

3. Building permit fees for alterations to existing structures, for the construction or alteration of any wireless telecommunications service facility, as defined in Title 17 of this code, and for any other construction activity not specified in a resolution of the Council, shall be based on the estimated total cost of the proposed work. The Director shall require a certificate of the estimated cost from the project's Illinois registered design or engineering professional. If, pursuant to Section 15.32.050 (F) of this code, the Director waives the requirement that construction documents bear the signature of the appropriate Illinois design or engineering professional, the owner shall submit an affidavit stating the total estimated cost of the proposed work. The Director may adjust the certified estimate if the Director determines, based on a reliable estimating resource, that the certificate of affidavit does not appropriately reflect local costs of the work proposed.
- C. Reinspection Fees. A reinspection fee shall be charged for each duplicate inspection or reinspection of permit work necessary to confirm code compliance, or for additional site visits or inspections by any building officer.
- D. Responsibility of Owner. The owner shall be responsible for the payment of all fees, costs and deposits charged pursuant to this code, in such amounts as may be set by resolution of the Village Council. The owner shall be responsible for the payment of all fees and costs associated with the performance of any services provided by any independent professional, when such services are required by this code, the Director or the Village Council.”

SECTION 4: AMENDMENT TO SECTION 15.32.060 OF THE VILLAGE CODE.

Section 15.32.060, titled “Permit Bond Required,” of Chapter 15.32, titled “Construction Permits,” of Title 15, titled “Building and Construction,” of the Village Code is amended to read as follows:

“Section 15.32.060 Permit bond required for work on public property.

~~Unless otherwise provided by law, no permit shall be issued to a general contractor, plumbing contractor, electrical contractor or any other contractor identified on the application for building permit for any construction work until the contractor files a License and Permit Bond in the amount of Twenty Thousand Dollars (\$20,000) with the Department of Community Development. In the event the work performed under the permit is not completed or fails to meet Code requirements of this Chapter and all other applicable ordinances of the Village of Winnetka, the Village shall have the right to make a claim against the bond and, if necessary, the Bond will be forfeited.~~

Additions are bold and double-underlined; deletions are struck through

For any permit that also includes work on Village property or within a public right-of-way, a permit may not be issued until a License and Permit Bond is filed with the Department of Community Development or the County pursuant to the Contractor Unified License and Permit Bond Act in an amount set forth in the in the annual fee resolution adopted by the corporate authorities. The License and Permit Bond should be filed by the property owner or the property owner's general contractor if there is a general contractor. If there is not a general contractor, the License and Permit Bond may be filed by the person performing the work on Village property or within a public right-of-way. The License and Permit Bond must include sureties to be approved by the Director of Community Development or their designee, to guarantee payment in full to the Village and to duly franchised utility companies entitled to a use of public property, for any and all damage inflicted on Village property or the public right of way by reason of the pursuance of work prescribed on the permit. Any costs incurred by the Village for any actions necessitated by the failure of such person to protect persons, property, or things on the site of, adjacent to or in connection with the work shall also be recoverable from the License and Permit Bond."

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 will remain in full force and effect, and will be interpreted, applied, and enforced to achieve, as near as may be possible, the purpose and intent of this Ordinance to the greatest extent permitted by applicable law.

SECTION 6: EFFECTIVE DATE. This Ordinance shall be in full force and effect from and after its passage and approval according to law, but in no event prior to January 1, 2024.

[SIGNATURE PAGE FOLLOWS]

Additions are bold and double-underlined; deletions are struck through

December 5, 2023

MC-11-2023

PASSED this ____ 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



Agenda Item Executive Summary

TITLE: Ordinance No. M-14-2023: 2023 Tax Levy (Adoption)

PRESENTER: Tim Sloth

AGENDA DATE: December 5, 2023

CONSENT: Yes

ITEM TYPE: Ordinances and Resolutions

ITEM HISTORY:

The Council has reviewed the proposed 2024 calendar year budget and the funding provided by property taxes to balance the budget. The proposed 2023 property tax levy will generate \$15,758,177 for village operations, an increase of \$448,917 or 2.93% from the prior year. The proposed increase in the tax levy is due to two factors:

- Capturing the impact of new development throughout the Village - 1.50%.
- Inflationary adjustment - 1.43%.

EXECUTIVE SUMMARY:

The 2023 property tax levy sets the amount of revenue to be raised from property taxes to fund Village operations. In Illinois, property taxes are paid a year in arrears. This means that the amount of money requested for the 2023 property tax levy will be received by the Village in calendar 2024. It should be noted that the final proposed tax levy is \$240,000 lower than what was proposed to the Council at the November 3rd budget review meeting.

RECOMMENDATION:

Consider adoption of Ordinance No. M-14-2023, an Ordinance Levying Taxes for the Year 2023.

ATTACHMENTS:

1. Ordinance No. M-14-2023: 2023 Tax Levy

AN ORDINANCE LEVYING TAXES FOR THE YEAR 2023

WHEREAS, the Village of Winnetka (“Village”) is a home rule municipality in accordance with Article VII, Section 6 of the Constitution of the State of Illinois of 1970 and, pursuant thereto, has the authority, except as limited by said Section 6 of Article VII, to exercise any power and perform any function pertaining to the government and affairs of the Village, including the power to tax; and

WHEREAS, on December 6, 2022, the Council of the Village of Winnetka (“Village Council”) adopted Resolution No. R-115-2022, which budgeted \$40,242,137 to meet the expenses and liabilities of the Village for general corporate purposes and retirement fund contributions for the fiscal year beginning January 1, 2023, and ending December 31, 2023; and

WHEREAS, pursuant to page 398 of the budget approved on December 6, 2022, the Village Council has made its preliminary estimate of the 2023 levy, estimating that it is necessary to raise Fifteen Million Seven Hundred Sixty-Eight Thousand Five Hundred Thirty-Eight Dollars (\$15,768,538) by taxation of taxable property within the Village for general corporate purposes and for retirement fund contributions for the fiscal year beginning January 1, 2023, and ending December 31, 2023; and

WHEREAS, at its November 21, 2023 meeting, the Village Council, upon evaluation of the proposed fiscal year 2023 annual budget, directed the staff to present a 2023 property tax levy for consideration at the December 5, 2023, Village Council meeting, said property tax levy to be in the amount of Fifteen Million Seven Hundred Fifty-Eight Thousand One Hundred Seventy-Seven Dollars (\$15,758,177), Ten Thousand Three Hundred Sixty-One Dollars (\$10,361) less than was estimated to be necessary to be raised by taxation of taxable property within the Village for general corporate purposes and for retirement fund contributions for the fiscal year beginning January 1, 2023, and ending December 31, 2023; and

NOW, THEREFORE, be it ordained by the President and Board of Trustees of the Village of Winnetka, as follows:

SECTION 1: That the foregoing recitals are hereby adopted as the findings of the Council of the Village of Winnetka, as fully set forth herein.

SECTION 2: That in order to meet the expenses and liabilities of the Village of Winnetka for the fiscal year beginning January 1, 2023, and ending December 31, 2023, for general corporate purposes and for retirement fund contributions, there is hereby levied upon all of the taxable property within the corporate limits of the Village of Winnetka subject to taxation for the current year, as assessed and equalized for the year 2023, the sum of Fifteen Million Seven Hundred Fifty-Eight Thousand One Hundred Seventy-Seven Dollars (\$15,758,177), which is to be collected from the levy of the Village of Winnetka for the year 2023 for all purposes heretofore budgeted.

2023 TAX LEVY SUMMARY

General Fund	Amount Budgeted	Amount To Be Raised By Tax Levy
For General Corporate Purposes		
Administration	\$ 3,428,334	\$ 1,684,230
Police	\$ 7,681,429	\$ 3,282,329
Fire	\$ 6,126,795	\$ 2,618,023
Community Development	\$ 1,785,856	\$ 763,108
Public Works / Engineering	\$ 4,970,372	\$ 2,123,875
Capital Expenses	\$ 2,551,000	\$ 1,090,060
General Fund Transfers	\$ 8,252,144	\$ 1,100,000
Totals for General Fund	\$ 34,795,930	\$ 12,661,625
For Retirement Fund Contributions		
For Police Pension Fund	\$ 2,652,520	\$ 1,336,136
For Fire Pension Fund	\$ 2,793,687	\$ 1,760,416
Totals for Retirement Fund Contributions	\$ 5,446,207	\$ 3,096,552
Total Amount Budgeted	\$ 40,242,137	
Total Amount of Levy		\$ 15,758,177

SECTION 3: That there is hereby certified to the County Clerk of Cook County, Illinois, the several sums above, constituting said total amount, and the total amount of Fifteen Million Seven Hundred Fifty-Eight Thousand One Hundred Seventy-Seven Dollars (\$15,758,177), which is the total amount the Village of Winnetka requires to be raised by taxation for the current fiscal year of the Village, and that, on or before the time required by law, the Village Clerk shall file a certified copy of this Ordinance with the County Clerk of Cook County, Illinois, whereupon it shall be the duty of said County Clerk to levy taxes for the year 2023 on all properties subject to taxation within the Village of Winnetka, in accordance with the provisions of this Ordinance.

SECTION 4: This Ordinance is adopted by the Council of the Village of Winnetka in the exercise of its home rule powers pursuant to Section 6 of Article VII of the Illinois Constitution of 1970.

SECTION 5: This Ordinance shall take effect immediately upon its passage, approval and posting as provided by law.

PASSED this 5th day of December 2023, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

Signed:

Village President

Countersigned:

Village Clerk

Introduced: November 21, 2023

Adopted: December 5, 2023



Agenda Item Executive Summary

TITLE: Ordinance No. M-16-2023: Abating the Tax Heretofore Levied for the Year 2023 to Pay the Principal of and Interest on Taxable General Obligation Refunding Bonds, Series 2020, of the Village of Winnetka, Cook County, Illinois (Adoption)

PRESENTER: Tim Sloth

AGENDA DATE: December 5, 2023

CONSENT: Yes

ITEM TYPE: Ordinances and Resolutions

ITEM HISTORY:

The Council has reviewed the proposed 2024 calendar year budget and all funding sources required to balance the budget. It has been determined that sufficient revenue is on hand in the stormwater fund to pay the debt service on the Series 2020 bonds and therefore an additional tax levy for this purpose is not necessary.

EXECUTIVE SUMMARY:

The Village issued General Obligation bonds in the amount of \$9.0 million in 2013 and \$7.5 million in 2014 to fund stormwater improvements. These bonds were refunded and replaced by the Series 2020 bonds (\$12,035,000) with the intention of the Village abating the property tax levy each year on these bonds and paying the principal and interest from stormwater utility fees collected by the Village. There are adequate funds on hand to allow for the abatement of the property tax levy for 2023 related to these General Obligation bond issues, due to Stormwater utility alternate revenues.

RECOMMENDATION:

Consider adoption of Ordinance No. M-16-2023, an Ordinance Abating the Tax Heretofore Levied for the Year 2023 to Pay the Principal of and Interest on Taxable General Obligation Refunding Bonds, Series 2020, of the Village of Winnetka, Cook County, Illinois.

ATTACHMENTS:

1. Ordinance No. M-16-2023: Tax Abatement Ordinance GO Series 2020

**AN ORDINANCE
ABATING THE TAX HERETOFORE LEVIED
FOR THE YEAR 2023
TO PAY THE PRINCIPAL OF AND INTEREST ON
TAXABLE GENERAL OBLIGATION REFUNDING BONDS, SERIES 2020,
OF THE VILLAGE OF WINNETKA, COOK COUNTY, ILLINOIS**

WHEREAS, the Village of Winnetka (“Village”) is a home rule municipality in accordance with Article VII, Section 6 of the Constitution of the State of Illinois of 1970 and, pursuant thereto, has the authority, except as limited by said Section 6 of Article VII, to exercise any power and perform any function pertaining to the government and affairs of the Village, including the power to tax; and

WHEREAS, the Council of the Village, consisting of the President and Board of Trustees (the “Council”), by Ordinance Number M-16-2020, adopted on the 13th day of October, 2020 (the “Ordinance”), did provide for the issue of \$12,035,000 Taxable General Obligation Refunding Bonds, Series 2020 (the “Bonds”), and for the levy and collection of a direct annual tax sufficient to pay the principal of and interest on the Bonds; and

WHEREAS, the Village has deposited sufficient funds in the bond fund established by the Ordinance to pay the principal of and interest on the Bonds up to and including December 15, 2024; and

WHEREAS, it is necessary and in the best interests of the Village that the tax heretofore levied for the year 2023 to pay the principal of and interest on the Bonds be abated in its entirety.

NOW, THEREFORE, be it ordained by the President and Board of Trustees of the Village of Winnetka, as follows:

SECTION 1: Abatement of Tax. The tax heretofore levied for the year 2023 of Seven Hundred Ninety-Seven Thousand Six Hundred Five Dollars (\$794,980.00) in the Ordinance to pay the principal and interest on the Bonds is hereby abated in its entirety.

SECTION 2: Filing of Ordinance. Forthwith upon the adoption of this Ordinance, the Village Clerk shall file a certified copy hereof with the County Clerk of the County of Cook, Illinois, and it shall be the duty of said County Clerk to abate said tax levied for the year 2023 in accordance with the provisions hereof.

SECTION 3: **Home Rule.** This Ordinance is adopted by the Council in the exercise of its home rule powers pursuant to Section 6 of Article VII of the Illinois Constitution of 1970.

SECTION 4: **Effective Date.** This Ordinance shall be in full force and effect from and its passage, approval, and posting as provided by law.

PASSED this 5th day of December 2023, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

Signed:

Village President

Countersigned:

Village Clerk

Introduced: November 21, 2023

Adopted: December 5, 2023



Agenda Item Executive Summary

TITLE: Resolution No. R-101-2023: Waiving Competitive Bidding and Approving the Purchase of Police Dash Cameras from Axon Enterprises, Inc. (Adoption)

PRESENTER: Brian O'Connell

AGENDA DATE: December 5, 2023

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

None.

EXECUTIVE SUMMARY:

The Police Department plans to purchase new vehicle camera equipment and software to replace the current system that has reached the end of its useful life. The current system's equipment can no longer be replaced as the vendor's new software requires a transition to a cloud-based retention system. Our current system's process for preserving vehicle camera footage is through an in-house server and all required footage is saved to a DVD. Appreciating the condition of our current system and the requirements of the police department to transition to new equipment and software, the police department began researching options.

While researching police vehicle camera vendor options, staff determined there is only one camera vendor, Axon Fleet, that will meet our needs and fulfill our compatibility requirements with several outside entities. While Axon is not a sole-source vendor of vehicle cameras, they are a sole-source vendor in vehicle camera functionality related to our operations.

First and most importantly, Axon Fleet is compatible and runs seamlessly with our newly deployed Axon body worn cameras. If a Winnetka Police Officer activates their police vehicle camera system, any officer wearing an Axon body worn camera will immediately be activated once the body worn camera is within 60 feet of the Winnetka Police vehicle. This includes any outside agency deploying Axon body worn cameras. Our neighboring agencies who have already purchased body cameras (Wilmette and Glencoe) are using Axon cameras. As Winnetka officers often provide backup to Wilmette and Glencoe officers and vice versa, being on the same camera system is an important factor for seamlessly capturing an incident. This feature is especially important during a critical incident when stress levels are high and officers are focused on the event, not their cameras. This automatic activation between cameras reduces the risk of a camera being left off during an encounter in which it should have been turned on. Interagency compatibility is equally important with our larger network of police partners who are already using Axon.

The Axon Fleet system, just like the Axon body worn camera system, is also set up to interface with the Tyler Technologies CAD system used by our dispatch center, Glenview Public Safety Dispatch

Center (GPSDC). The interface is built to automatically tag videos with the appropriate incident number generated from CAD when the video times are matched to the call times. This saves personnel significant time as they do not need to manually tag their videos after the fact. Agencies within the GPSDC consortium already using Axon equipment and the auto-tagging interface include Niles, Glenview, Highland Park, Wilmette, and Glencoe. If Winnetka decided to use any other vehicle camera vendor, the interface would need to be built and tested before it could be used. Build costs for this interface on the Tyler Technologies side alone would be anywhere from \$12,000.00 - \$25,000.00, plus the build cost on the vehicle camera vendor side.

Axon's vehicle camera system automatically stores video in Evidence.com which is the cloud-based platform currently being used for our body worn cameras and taser storage. Evidence.com is also the sole storage platform used by the Cook County State's Attorney's Office for digital evidence. Other vehicle vendors have their own digital evidence platforms, but they are not compatible with Evidence.com. Therefore, purchasing another system would require Winnetka personnel to download video from one digital evidence platform to then upload it to Evidence.com. With Axon cameras, the videos would be readily available to the State's Attorney's Office.

For the above-listed reasons, staff recommends waiving competitive bidding for the purchase of vehicle cameras and moving forward with the purchase of the Axon Fleet system as outlined in the provided quote. The purchase price is within the amount budgeted in the police department supplies and services budget: the budget is \$27,493.56 per year over the next five years, for a total contract cost of \$137,467.80.

RECOMMENDATION:

Consider adoption of Resolution No. R-101-2023 Waiving competitive bidding and approving the purchase of police dash cameras from Axon Enterprises, Inc.

ATTACHMENTS:

1. Resolution No. R-101-2023: Waiving Bidding and Approving Purchase of Police Dash Cameras

RESOLUTION NO. R-101-2023

**A RESOLUTION WAIVING COMPETITIVE BIDDING AND APPROVING
THE PURCHASE OF POLICE DASH CAMERAS FROM AXON ENTERPRISES, INC.**

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

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

WHEREAS, the Village seeks to procure police car dash camera equipment ("***Equipment***") for its police vehicles; and

WHEREAS, to ensure compatibility between the Equipment and the Village's existing software, the Village desires to purchase Cameras from Axon Enterprises, Inc. ("***Vendor***"); and

WHEREAS, the Village received a purchase order from the Vendor to provide the Equipment in an amount not to exceed \$137,467.80 ("***Purchase Order***"); and

WHEREAS, Village staff has recommended that the Village Council (i) waive competitive bidding pursuant to Section 4.12.010.C of the Village Code, Section IV.3.D of the Village's Purchasing Manual, and the Village's home rule authority; and (ii) approve the Purchase Order with the Vendor; and

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

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

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

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

SECTION 3: APPROVAL OF PURCHASE ORDER. The Village Council approves the Purchase Order in substantially the form attached to this Resolution as **Exhibit A** and in a final form approved by the Village Manager.

SECTION 4: AUTHORIZATION TO EXECUTE PURCHASE ORDER. 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 Purchase Order after receipt by the Village Manager of two executed copies of the final Purchase Order from the Vendor; provided, however, that if the Village Manager does not receive two executed copies of the final Purchase Order from the Vendor within 60 days after the date of adoption of this Resolution, then this authority to execute and seal the Purchase Order will, at the option of the Village Council, be null and void.

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

ADOPTED this 5th day of December, 2023, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

Signed

Village President

Countersigned:

Village Clerk

EXHIBIT A
Purchase Order



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-501040-45134.831MM

Issued: 07/27/2023

Quote Expiration: 12/31/2023

Estimated Contract Start Date: 03/01/2024

Account Number: 315174

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Business;Delivery;Invoice-410 Green Bay Rd 410 Green Bay Rd Winnetka, IL 60093-2528 USA	Winnetka Police Department - IL 410 Green Bay Rd Winnetka IL 60093-2528 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Matthew Moore Phone: (480) 905-2068 Email: mmoore@axon.com Fax: (480) 905-2068	Mark Strzelec Phone: (847) 501-6034 Email: mstrzelec@winnetka.org Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	\$137,467.80
ESTIMATED TOTAL W/ TAX	\$137,467.80

Discount Summary

Average Savings Per Year	\$5,280.12
TOTAL SAVINGS	\$26,400.60

Payment Summary

Date	Subtotal	Tax	Total
Feb 2024	\$27,493.56	\$0.00	\$27,493.56
Feb 2025	\$27,493.56	\$0.00	\$27,493.56
Feb 2026	\$27,493.56	\$0.00	\$27,493.56
Feb 2027	\$27,493.56	\$0.00	\$27,493.56
Feb 2028	\$27,493.56	\$0.00	\$27,493.56
Total	\$137,467.80	\$0.00	\$137,467.80

Quote Unbundled Price:	\$163,868.40
Quote List Price:	\$137,467.80
Quote Subtotal:	\$137,467.80

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
Fleet3A	Fleet 3 Advanced	9	60	\$303.46	\$254.57	\$254.57	\$137,467.80	\$0.00	\$137,467.80
Total							\$137,467.80	\$0.00	\$137,467.80

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
Fleet 3 Advanced	11634	CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD	9	02/01/2024
Fleet 3 Advanced	70112	AXON SIGNAL UNIT	9	02/01/2024
Fleet 3 Advanced	71200	FLEET ANT, AIRGAIN, 5-IN-1, 2LTE, 2WIFI, 1GNSS, BL	9	02/01/2024
Fleet 3 Advanced	72034	FLEET SIM INSERTION, VZW	9	02/01/2024
Fleet 3 Advanced	72036	FLEET 3 STANDARD 2 CAMERA KIT	9	02/01/2024
Fleet 3 Advanced	72040	FLEET REFRESH, 2 CAMERA KIT	9	02/01/2029

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Advanced	80400	FLEET, VEHICLE LICENSE	9	03/01/2024	02/28/2029
Fleet 3 Advanced	80401	FLEET 3, ALPR LICENSE, 1 CAMERA	9	03/01/2024	02/28/2029
Fleet 3 Advanced	80402	RESPOND DEVICE LICENSE - FLEET 3	9	03/01/2024	02/28/2029
Fleet 3 Advanced	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	18	03/01/2024	02/28/2029

Services

Bundle	Item	Description	QTY
Fleet 3 Advanced	73391	FLEET 3 DEPLOYMENT (PER VEHICLE)	9

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Advanced	80379	EXT WARRANTY, AXON SIGNAL UNIT	9	02/01/2025	02/28/2029
Fleet 3 Advanced	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	9	02/01/2025	02/28/2029

Payment Details

Feb 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	Fleet3A	Fleet 3 Advanced	9	\$27,493.56	\$0.00	\$27,493.56
Total				\$27,493.56	\$0.00	\$27,493.56

Mar 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Invoice Upon Fulfillment	Fleet3A	Fleet 3 Advanced	9	\$0.00	\$0.00	\$0.00
Total				\$0.00	\$0.00	\$0.00

Feb 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	Fleet3A	Fleet 3 Advanced	9	\$27,493.56	\$0.00	\$27,493.56
Total				\$27,493.56	\$0.00	\$27,493.56

Feb 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	Fleet3A	Fleet 3 Advanced	9	\$27,493.56	\$0.00	\$27,493.56
Total				\$27,493.56	\$0.00	\$27,493.56

Feb 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	Fleet3A	Fleet 3 Advanced	9	\$27,493.56	\$0.00	\$27,493.56
Total				\$27,493.56	\$0.00	\$27,493.56

Feb 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	Fleet3A	Fleet 3 Advanced	9	\$27,493.56	\$0.00	\$27,493.56
Total				\$27,493.56	\$0.00	\$27,493.56

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

7/27/2023



FLEET STATEMENT OF WORK BETWEEN AXON ENTERPRISE AND AGENCY

Introduction

This Statement of Work ("SOW") has been made and entered into by and between Axon Enterprise, Inc. ("AXON"), and Winnetka Police Department - IL the ("AGENCY") for the purchase of the Axon Fleet in-car video solution ("FLEET") and its supporting information, services and training. (AXON Technical Project Manager/The AXON installer)

Purpose and Intent

AGENCY states, and AXON understands and agrees, that Agency's purpose and intent for entering into this SOW is for the AGENCY to obtain from AXON deliverables, which used solely in conjunction with AGENCY's existing systems and equipment, which AGENCY specifically agrees to purchase or provide pursuant to the terms of this SOW.

This SOW contains the entire agreement between the parties. There are no promises, agreements, conditions, inducements, warranties or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in the SOW.

Acceptance

Upon completion of the services outlined in this SOW, AGENCY will be provided a professional services acceptance form ("Acceptance Form"). AGENCY will sign the Acceptance Form acknowledging that services have been completed in substantial conformance with this SOW and the Agreement. If AGENCY reasonably believes AXON did not complete the professional services in conformance with this SOW, AGENCY must notify AXON in writing of the specific reasons within seven (7) calendar days from delivery of the Acceptance Form. AXON will remedy the issues to conform with this SOW and re-present the Acceptance Form for signature. If AXON does not receive the signed Acceptance Form or written notification of the reasons for rejection within 7 calendar days of the delivery of the Acceptance Form, AGENCY will be deemed to have accepted the services in accordance to this SOW.

Force Majeure

Neither party hereto shall be liable for delays or failure to perform with respect to this SOW due to causes beyond the party's reasonable control and not avoidable by diligence.

Schedule Change

Each party shall notify the other as soon as possible regarding any changes to agreed upon dates and times of Axon Fleet in-car Solution installation-to be performed pursuant of this Statement of Work.

Axon Fleet Deliverables

Typically, within (30) days of receiving this fully executed SOW, an AXON Technical Project Manager will deliver to AGENCY's primary point of contact via electronic media, controlled documentation, guides, instructions and videos followed by available dates for the initial project review and customer readiness validation. Unless otherwise agreed upon by AXON, AGENCY may print and reproduce said documents for use by its employees only.

Security Clearance and Access

Upon AGENCY's request, AXON will provide the AGENCY a list of AXON employees, agents, installers or representatives which require access to the AGENCY's facilities in order to perform Work pursuant of this Statement of Work. AXON will ensure that each employee, agent or representative has been informed or and consented to a criminal background investigation by AGENCY for the purposes of being allowed access to AGENCY's facilities. AGENCY is responsible for providing AXON with all required instructions and documentation accompanying the security background check's requirements.

Training

AXON will provide training applicable to Axon Evidence, Cradlepoint NetCloud Manager and Axon Fleet application in a train-the-trainer style method unless otherwise agreed upon between the AGENCY and AXON.

Local Computer

AGENCY is responsible for providing a mobile data computer (MDC) with the same software, hardware, and configuration that AGENCY personnel will use with the AXON system being installed. AGENCY is responsible for making certain that any and all security settings (port openings, firewall settings, antivirus software, virtual private network, routing, etc.) are made prior to the installation, configuration and testing of the aforementioned deliverables.

Network

AGENCY is responsible for making certain that any and all network(s) route traffic to appropriate endpoints and AXON is not liable for network breach, data interception, or loss of data due to misconfigured firewall settings or virus infection, except to the extent that such virus or infection is caused, in whole or in part, by defects in the deliverables.

Cradlepoint Router

When applicable, AGENCY must provide AXON Installers with temporary administrative access to Cradlepoint's [NetCloud Manager](#) to the extent necessary to perform Work pursuant of this Statement of Work.

Evidence.com

AGENCY must provide AXON Installers with temporary administrative access to Axon Evidence.com to the extent necessary to perform Work pursuant of this SOW.

Wireless Upload System

If purchased by the AGENCY, on such dates and times mutually agreed upon by the parties, AXON will install and configure into AGENCY's existing network a wireless network infrastructure as identified in the AGENCY's binding quote based on conditions of the sale.

VEHICLE INSTALLATION

Preparedness

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer less weapons and items of evidence. Vehicle(s) will be deemed 'out of service' to the extent necessary to perform Work pursuant of this SOW.

Existing Mobile Video Camera System Removal

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer which will remove from said vehicles all components of the existing mobile video camera system unless otherwise agreed upon by the AGENCY.

Major components will be salvaged by the AXON Installer for auction by the AGENCY. Wires and cables are not considered expendable and will not be salvaged. Salvaged components will be placed in a designated area by the AGENCY within close proximity of the vehicle in an accessible work space.

Prior to removing the existing mobile video camera systems, it is both the responsibility of the AGENCY and the AXON Installer to test the vehicle's systems' operation to identify and operate, documenting any existing component or system failures and in detail, identify which components of the existing mobile video camera system will be removed by the AXON Installer.

In-Car Hardware/Software Delivery and Installation

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer, who will install and configure in each vehicle in accordance with the specifications detailed in the system's installation manual and its relevant addendum(s). Applicable in-car hardware will be installed and configured as defined and validated by the AGENCY during the pre-deployment discovery process.

If a specified vehicle is unavailable on the date and time agreed upon by the parties, AGENCY will provide a similar vehicle for the installation process. Delays due to a vehicle, or substitute vehicle, not being available at agreed upon dates and times may result in additional fees to the AGENCY. If the AXON Installer determines that a vehicle is not properly prepared for installation ("Not Fleet Ready"), such as a battery not being properly charged or properly up-fit for in-service, field operations, the issue shall be reported immediately to the AGENCY for resolution and a date and time for the future installation shall be agreed upon by the parties.

Upon completion of installation and configuration, AXON will systematically test all installed and configured in-car hardware and software to ensure that ALL functions of the hardware and software are fully operational and that any deficiencies are corrected unless otherwise agreed upon by the AGENCY, installation, configuration, test and the correct of any deficiencies will be completed in each vehicle accepted for installation.

Prior to installing the Axon Fleet camera systems, it is both the responsibility of the AGENCY and the AXON Installer to test the vehicle's existing systems' operation to identify, document any existing component or vehicle systems' failures. Prior to any vehicle up-fitting the AXON Installer will introduce the system's components, basic functions, integrations and systems overview along with reference to AXON approved, AGENCY manuals, guides, portals and videos. It is both the responsibility of the AGENCY and the AXON Installer to agree on placement of each components, the antenna(s), integration recording trigger sources and customer preferred power, ground and ignition sources prior to permanent or temporary installation of an Axon Fleet camera solution in each vehicle type. Agreed placement will be documented by the AXON Installer.

AXON welcomes up to 5 persons per system operation training session per day, and unless otherwise agreed upon by the AGENCY, the first vehicle will be used for an installation training demonstration. The second vehicle will be used for an assisted installation training demonstration. The installation training session is customary to any AXON Fleet installation service regardless of who performs the continued Axon Fleet system installations.

The customary training session does not 'certify' a non-AXON Installer, customer-employed Installer or customer 3rd party Installer, since the AXON Fleet products does not offer an Installer certification program. Any work performed by non-AXON Installer, customer-employed Installer or customer 3rd party Installer is not warranted by AXON, and AXON is not liable for any damage to the vehicle and its existing systems and AXON Fleet hardware.



Agenda Item Executive Summary

TITLE: Resolution No. R-102-2023: Approving Change Order No. 2 with A. Lamp Concrete Contractors, Inc. for the 2023 Street Rehabilitation and Public Improvement Project (Adoption)

PRESENTER: Brian Keys

AGENDA DATE: December 5, 2023

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

At the February 7, 2023, Village Council Meeting, the Council adopted Resolution No. R-20-2023, Approving An Agreement With A. Lamp Concrete Contractors, Inc. For The 2023 Street Rehabilitation And Public Improvement Project. The contract award was \$3,869,448.95.

At the September 5, 2023, Village Council Meeting, the Council approved Resolution No. R-81-2023, authorizing Change Order No. 1 to the Contract in the amount of \$289,499. The Change Order authorized funding for the sixteen customers electing to use the Village's contractor to perform the replacement of lead service lines on private property. These customers entered into a repayment agreement with the Village. Change Order No. 1 was related to lead service line replacements on the Cherry Street and Spruce Street water main replacement projects.

EXECUTIVE SUMMARY:

The 2023 Street Rehabilitation and Public Improvement Program has been substantially completed. A. Lamp Concrete Contractors, Inc. was awarded a contract at the February 7, 2023, Village Council Meeting. In addition to street rehabilitation, the contract included four water main projects being performed in coordination with the street rehabilitation work. When the contract was bid (reference RFB #023-002), bidders were asked to provide unit prices for the replacement of lead water service lines located on private property. The cost for replacement of lead service lines located on private property was not included in the original contract award to A. Lamp Concrete Contractors, Inc. as it was unknown as to the number of customers, if any, would elect to utilize pricing received by the Village. The Village Council previously approved Change Order No. 1 for private property service line work associated with the Cherry Street and Spruce Street water main replacements. Staff is now requesting Change Order No. 2 to increase the contract amount with A. Lamp Concrete Contractors, Inc. in the amount of \$88,214 for the cost of eight lead service lines replaced on private property for the projects on Elm Street and Scott Avenue.

The Lead Service Line Notification and Replacement Act prohibits the partial replacement of a lead water service line. When a lead water service line is repaired or upgraded, the entirety of the lead service must be replaced. Partial service replacements are no longer permitted. As a result, customers with a lead service line impacted by a water main improvement project are required to replace their

lead service line unless the property owner signs a waiver from the Illinois Department of Public Health.

In order to assist customers with a lead water service impacted by a Village-initiated water main project, the Village reimburses a customer up to 50% of the cost, not to exceed \$5,000, for the replacement of their lead service line from the property line into the house. As part of the water main capital improvement projects, the Village funds replacement of the lead service line from the water main to the property line. For the private property portion of the service line, customers were provided the option of using the Village's contractor (A. Lamp Concrete Contractors) or retaining their own licensed contractor to perform the private property service line replacement. Based on the unit prices in A. Lamp Concrete Contractor's bid, staff provided each impacted customer with a cost estimate for the Village contractor to perform the work. Those customers electing to use the Village's contractor entered into a repayment agreement with the Village.

The two remaining water main capital projects, Elm Street and Scott Street, have been completed. Of the thirty lead water services in the two project areas, eight customers elected to utilize the Village's contractor for replacement of the portion of the lead service line located on private property. In accordance with the unit prices bid by A. Lamp Concrete Contractors, this work was completed at a cost of \$88,214. Staff is requesting funding authorization to increase the contract award for this additional work scope. In an upcoming Warrant, the Village will pay A. Lamp Concrete Contractors. Of the \$88,214 expended for private property work, \$48,214 has been invoiced to the eight customers. The remaining amount of \$40,000 (8 customers @\$5,000) will be funded by the Water Fund. The 2023 Water Fund Budget contains \$470,000 (account no. 520.62.43-660) for the replacement of lead water service lines associated with water main capital improvement projects.

RECOMMENDATION:

Consider approving Resolution No. R-102-2023; Approving Change Order No. 2 To The Contract With A. Lamp Concrete Contractors, Inc. For The 2023 Street Rehabilitation And Public Improvement.

ATTACHMENTS:

1. Resolution No. R-102-2023: Approving Change Order #2 with A Lamp Concrete for 2023 Street Rehabilitation Project

RESOLUTION NO. R-102-2023

**A RESOLUTION APPROVING CHANGE ORDER NO. 2 WITH
A. LAMP CONCRETE CONTRACTORS, INC. FOR THE
2023 STREET REHABILITATION AND PUBLIC IMPROVEMENT PROJECT**

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, on February 7, 2023, pursuant to Resolution No. R-20-2023, the Village entered into a contract ("***Contract***") with A. Lamp Concrete Contractors, Inc. ("***Contractor***") for the 2023 Street Rehabilitation and Public Improvement Project which includes four water main projects being performed in coordination with the street rehabilitation work ("***Scope of Work***"); and

WHEREAS, as part of the water main capital improvement projects, the Village funds a portion of the replacement of the lead service line from the water main to the homeowner's property line for Village-initiated water main projects; and

WHEREAS, the cost of replacing lead service lines on private property was not included in the original Contract award price because the number of customers electing to utilize the Village's contractor and pricing was unknown at that time; and

WHEREAS, on September 5, 2023, the Village Council approved Resolution No. R-81-2023, authorizing a change order to the Contract for Contractor to perform the replacement of lead service lines located on private property for sixteen customers electing to use the Contractor ("***Change Order No. 1***"); and

WHEREAS, eight additional customers have elected to utilize the Contractor for the replacement of the portion of the lead service line located on private property, therefore, the Scope of Work needs to be updated to include this additional work ("***Additional Work***"); and

WHEREAS, the Contractor offered to perform the Additional Work for an amount not to exceed \$88,214.00 pursuant to a change order to the Contract ("***Change Order No. 2***"); and

WHEREAS, the Village has allocated funds which are sufficient to pay for the Additional Work; and

WHEREAS, the Village Council has determined that it is in the best interests of the Village and its residents to approve Change Order No. 2 with the Contractor;

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

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

SECTION 2: APPROVAL OF CHANGE ORDER NO. 2. The Village Council approves Change Order No. 2 to authorize the Additional Work from the Contractor pursuant to the terms of the Contract.

SECTION 3: AUTHORIZATION TO EXECUTE CHANGE ORDER NO. 2. The Village Council hereby authorizes and directs the Village President and the Village Clerk to execute and attest, respectively, on behalf of the Village, Change Order No. 2, or any document necessary to effectuate the intent of this Resolution.

SECTION 4: EFFECTIVE DATE. This Resolution shall be in full force and effect from and after its passage and approval according to law by two-thirds of the Trustees.

ADOPTED this 5th day of December, 2023, pursuant to the following roll call vote:

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

Signed

Village President

Countersigned:

Village Clerk



Agenda Item Executive Summary

TITLE: Resolution No. R-103-2023: Approving Funding Authorizations and Change Order No. 1 to the Contract with Maple Cable Construction Inc. for Directional Boring Work (Adoption)

PRESENTER: Brian Keys

AGENDA DATE: December 5, 2023

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

At the May 2, 2023, Village Council Meeting, Resolution No. R-51-2023, Approving A Contract With Maple Cable Construction, Inc. was adopted. The scope of services performed under the contract is the installation of directionally bored conduit, splice boxes and equipment pads for underground electric facilities on an as needed basis. Funding authorization for the period of June 1, 2023 through December 31, 2023 was in an amount not to exceed \$315,000.

EXECUTIVE SUMMARY:

In 2023, the Village issued Request for Bid No. 023-012 for directional boring services. Contractors were asked to provide fixed prices for units of work for three contract years; Year 1 (June 1, 2023 through May 31, 2024), Year 2 (June 1, 2024 through May 31, 2025), and Year 3 (June 1, 2025 through May 31, 2026). Similar to prior contracts, the bid was structured with fixed prices for various units of work. At the May 2, 2023, Village Council Meeting, the Council awarded a contract with Maple Cable Construction, Inc. for directional boring work performed during the first contract period of June 1, 2023 - May 31, 2024. The Council approved the first year of unit prices and authorized funding in the amount of \$315,000 for work performed through December 31, 2023. Staff is requesting additional funding authorization in the amount of \$100,000 for work that is scheduled to be completed in 2023. With the approval of the 2024 Electric Fund Budget, staff is also requesting funding authorization in the amount of \$395,818 for anticipated directional boring work in the first five months of 2024.

The 2023 Electric Fund Budget contains \$515,000 for directional boring services. Of this funding, \$75,000 (account #500.42.31-660) is allocated for system reinforcement and \$440,000 (account 500.42.37-660) is allocated for new business projects initiated by customer requests. To date staff has expended \$480,868 of the budgeted funding, \$34,553 in system reinforcement and \$446,315 for new business projects.

The Village Council previously authorized \$315,000 for work performed during the period of June 1, 2023 through December 31, 2023. Through mid-November, staff has expended \$264,495. Staff is requesting additional funding authorization in the amount of \$100,000 for work to be performed through the remainder of the calendar year, December 31, 2023. Year to date, there has been a slight increase in the amount of directional boring work, but the request for additional funding is primarily attributed to

the significant change in unit prices that occurred with the new contract award on June 1, 2023. Under the new unit prices, directional boring work is nearly double the cost of the prior contract. Approval of the additional funding is not anticipated to adversely impact the Electric Fund Budget as the boring cost for new business is performed at the expense of the customer initiating the project.

The 2024 Electric Fund Budget contains \$949,962 for directional boring services. Of this funding, \$75,000 (account #500.42.31-660) is allocated for system reinforcement and \$874,962 (account 500.42.37-660) is allocated for new business projects initiated by customer requests. Staff is requesting approval to utilize Maple Cable Construction, Inc. for directional boring services during the period of January 1 through May 31, 2024 with an initial funding authorization of \$395,818. The work performed during this period will be at the Year 1 unit prices from Bid #023-012.

Resolution No. R-103-2023, prepared by the Village Attorney, authorizes funding and approves a change order to the contract with Maple Cable Construction, Inc.

RECOMMENDATION:

Consider adoption of Resolution No. R-103-2023, a Resolution Approving Funding Authorizations And Change Order No. 1 To The Contract With Maple Cable Construction, Inc. for directional boring work.

ATTACHMENTS:

1. Resolution R-103-23 Approving Change Order No. 1 To A Contract With Maple Cable Construction Inc. for Directional Boring

RESOLUTION NO. R-103-2023

**A RESOLUTION APPROVING FUNDING AUTHORIZATIONS AND
CHANGE ORDER NO. 1 TO THE CONTRACT WITH
MAPLE CABLE CONSTRUCTION, INC. FOR DIRECTIONAL BORING WORK**

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, on May 2, 2023, the Village Council approved Resolution No. R-51-2023 authorizing the Village to enter into a contract ("**Contract**") with Maple Cable Construction, Inc. ("**Contractor**") for the performance of directional boring, equipment pad installation, splice box installation, conduit installation, and related work necessary to maintain and support the Village's electric distribution system ("**Work**") during the period of June 1, 2023 to May 31, 2024 ("**Term**"); and

WHEREAS, pursuant to Resolution No. R-51-2023, the Village: (i) approved the Contract; and (ii) approved funding authorization of up to \$315,000 for Work performed during the period of June 1, 2023 through December 31, 2023; and

WHEREAS, due to the significant change in unit prices and slight increase in the amount of Work to be completed through December 31, 2023, additional funding of up to \$100,000 is required ("**Additional 2023 Funding**"); and

WHEREAS, the Village has allocated \$949,962 in its 2024 Electrical Fund Budget for the Work during the 2024 fiscal year; and

WHEREAS, the Village Council has determined that it is in the best interest of the Village and its residents to approve funding authorization of up to \$395,818 ("**2024 Funding**") for Work to be performed during the period of January 1, 2024 through May 31, 2024; and

WHEREAS, the Contractor has agreed to perform the Work in accordance with the Additional 2023 Funding and the 2024 Funding (collectively, "**Funding Authorizations**") pursuant to a change order to the Contract ("**Change Order No. 1**"); and

WHEREAS, the Village Council has determined that it is in the best interest of the Village and its residents to approve the Funding Authorizations and Change Order No. 1 to the Contract;

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 ADDITIONAL FUNDING AUTHORIZATIONS.

The Village Council hereby approves the Funding Authorizations for the Work during the remaining portion of the Contract's Term in an amount not to exceed \$495,818.

SECTION 3: AUTHORIZATION TO EXECUTE CHANGE ORDER NO. 1.

The Village Council hereby authorizes and directs the Village President and the Village Clerk to execute and attest, respectively, on behalf of the Village, Change Order No. 1 to the Contract, pursuant to the Funding Authorizations approved in Section 2 of this Resolution, which Change Order No. 1 shall be in a final form approved by the Village Attorney.

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

ADOPTED this 5th day of December 2023, pursuant to the following roll call vote:

AYES:

NAYS:

ABSENT:

ABSTAIN:

Signed

Village President

Countersigned:

Village Clerk



Agenda Item Executive Summary

TITLE: Resolution No. R-104-2023: Approving a Second Amendment to a Lease Agreement Between the Village of Winnetka and the United States Postal Service (Adoption)

PRESENTER: Kristin Kazenas

AGENDA DATE: December 5, 2023

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

April 1, 2014 - The Council approves a new month-to-month lease with the United States Postal Service (USPS) for 512 Chestnut Street.

July 20, 2022 - The Village provides the USPS with the required 12-month termination notice, effectively ending the lease agreement on July 21, 2023.

July 6, 2023 - The Council approves the first amendment to the lease, extending the end of the lease to January 31, 2024.

EXECUTIVE SUMMARY:

The Village of Winnetka has had a lease agreement with the United States Postal Service (USPS) for the facility located at 512 Chestnut Street for many years. The current lease was approved by the Council on April 1, 2014 for a month to month period, with a 12 month termination notice requirement. In the summer of 2022, USPS contacted the Village staff and expressed interest in re-locating the post office to another location in Winnetka. The Village provided the USPS with the required 12 month termination notice on July 20, 2022; therefore, the original lease agreement terminated on July 21, 2023. On July 6, 2023, the Council approved the first amendment to the lease agreement, extending the term of the lease to January 31, 2024.

Given the importance of having the USPS located in downtown Winnetka for the benefit of residents and activity in the commercial district, the Village assisted the USPS in finding a new location for the Winnetka post office. The USPS has selected a new location in downtown Winnetka. However, the USPS is still pending final approval for the new lease agreement and has requested an additional short-term extension of the existing 512 Chestnut Street lease. The terms of the second amendment to the lease are unchanged except for two items:

1) The lease now expires June 30, 2024, rather than January 31, 2024.

2) If the USPS is ready to relocate prior to June 30, 2024, they will have the option to terminate the lease early with 30 days written notice to the Village.

RECOMMENDATION:

Consider approval of Resolution No. R-104-2023: Approving a Second Amendment to a Lease Agreement Between the Village of Winnetka and the United States Postal Service.

ATTACHMENTS:

1. Resolution No. R-104-2023 - Approving a Second Amendment to a Lease Agreement Between the Village of Winnetka and the United States Postal Service

RESOLUTION NO. R-104-2023

**A RESOLUTION APPROVING A SECOND AMENDMENT TO A LEASE
AGREEMENT BETWEEN THE VILLAGE OF WINNETKA AND
THE UNITED STATES POSTAL SERVICE**

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

WHEREAS, the Village previously entered into a Lease Agreement ("***Lease***"), pursuant to which the Village leased to the United States Postal Service ("***Tenant***") a portion of the property commonly known as 512 Chestnut Street, Winnetka, Illinois to provide Tenant the use for a post office; and

WHEREAS, the Lease is a month-to-month lease, provided that, according to Section 6 of the Lease, the Lease may be terminated by either party with 365 days' written notice; and

WHEREAS, due to the Village's development plans, the Village provided notice to the Tenant ("***Termination Notice***") under Section 6 of the Lease that the Village would be terminating the Lease effective on July 21, 2023 ("***Termination Date***"), which Termination Notice was received by Tenant in a timely manner; and

WHEREAS, the Village and the Tenant amended the Lease to extend the term of the Lease to January 31, 2024 pursuant to a First Amendment to Lease Agreement; and

WHEREAS, the Village and Tenant now desire to further extend the term of the Lease to June 30, 2024 pursuant to a Second Amendment to Lease Agreement ("***Second Amendment***"); and

WHEREAS, pursuant to the Village's home rule authority, the Village Council has determined that it is in the best interests of the Village and its residents to enter into the Second Amendment with the Tenant pursuant to this Resolution;

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 SECOND AMENDMENT. The Village Council hereby approves the Second Amendment 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 SECOND AMENDMENT. 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 Second Amendment.

December 5, 2023

R-104-2023

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

ADOPTED this 5th day of December, 2023, pursuant to the following roll call vote:

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

Signed

Village President

Countersigned:

Village Clerk

EXHIBIT A

SECOND AMENDMENT TO LEASE AGREEMENT

SECOND AMENDMENT TO LEASE AGREEMENT

This **SECOND AMENDMENT TO LEASE AGREEMENT** ("***Second Amendment***") made this 5th day of December, 2023 ("***Execution Date***"), by and between **VILLAGE OF WINNETKA**, an Illinois home rule municipal corporation ("***VILLAGE***"), and the **UNITED STATES POSTAL SERVICE** ("***Tenant***").

WHEREAS, the Village owns the property commonly known as 512 Chestnut Street, Winnetka, Illinois ("***Property***"); and

WHEREAS, the Village and Tenant entered into that certain lease known as Lease J00000406397 ("***Lease***") for the Tenant to lease a portion of the Property to use for a post office ("***Premises***"); and

WHEREAS, the Lease is a month-to-month lease, provided that, according to Section 6 of the Lease, the Lease may be terminated by either party with 365 days' written notice; and

WHEREAS, the Village has plans to develop the Property; and

WHEREAS, due to the Village's development plans, the Village provided notice to the Tenant ("***Termination Notice***") under Section 6 of the Lease that the Village would be terminating the Lease effective on July 21, 2023 ("***Termination Date***"), which Termination Notice was received by Tenant in a timely manner; and

WHEREAS, Tenant has been negotiating a lease for use of another property in the Village to you that property as a post office; and

WHEREAS, because Tenant had not yet entered into a lease for use of another property in the Village, Tenant requested that the Village extend the Lease until January 31, 2024 pursuant to that certain "First Amendment to Lease Agreement" dated July 6, 2023 ("***First Amendment***"); and

WHEREAS, Tenant has once again requested that the Village extend the Lease pursuant to this Second Amendment; and

WHEREAS, the Village and Tenant desire to provide for an extension of the Lease as more particularly set forth in this Second Amendment.

NOW, THEREFORE, in consideration of the mutual agreements herein set forth, the mutual agreements set forth in the Lease, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Village and Tenant have agreed, and hereby agree that the Lease is amended as follows:

1. Recitals Incorporated. The Recitals set forth above are hereby incorporated by this reference and shall be deemed terms and provisions hereof with the same force and effect as if fully set forth in this Section 1.

2. Extension of Lease. The term of the Lease is hereby extended to June 30, 2024 ("***Extended Termination Date***"). Tenant agrees: (i) it will vacate the Premises by no later than

11:59 p.m. on June 30, 2024 unless the Village and Tenant extend the Lease; and (ii) no further notices or other actions are needed to be taken by the Village for the Lease to terminate on the Extended Termination Date. Notwithstanding anything in the Lease to the contrary, Tenant shall have the right to terminate the Lease at any time upon thirty (30) days prior written notice.

3. **Condition of Premises.** Tenant is in possession of the Premises and accepts the same “as is” without any representations or warranties of any kind. No agreement of the Village to alter, remodel, decorate, repair or improve the Premises (or to provide Tenant with any credit or allowance for the same), and no representation regarding the condition of the Premises have been made by or on behalf of the Village or relied upon by Tenant in connection with this Second Amendment.

4. **Brokers.** The Village and Tenant represent and warrant to each other that they have had no dealings with any real estate broker, finder, commissions or other person entitled to compensation for services rendered in connection with the negotiation or execution of this Second Amendment, and the Village and Tenant each agree to defend, indemnify and hold harmless the other from and against any claim for broker’s or finder’s fees or commissions made by any entity, asserting such claim by, through or under it.

5. **Time is of the Essence.** Time is of the essence of this Second Amendment and the Lease and each provision hereof and thereof.

6. **Submission of Second Amendment.** Submission of this instrument for examination shall not bind Landlord and no duty or obligation on Landlord shall arise under this instrument until this instrument is approved by and signed and delivered by the Village and Tenant.

7. **Entire Agreement.** This Second Amendment, First Amendment, and Lease contain the entire agreement between the Village and Tenant with respect to Tenant’s leasing of the Premises.

8. **Severability.** If any provision of this Second Amendment or the application thereof to any person or circumstance is or shall be deemed illegal, invalid or unenforceable, the remaining provisions hereof shall remain in full force and effect and this Second Amendment shall be interpreted as if such illegal, invalid or unenforceable provision did not exist herein.

9. **Lease In Full Force and Effect.** Except as modified by this Second Amendment, all of the terms, conditions, agreements, covenants, representations, warranties and indemnities contained in the Lease and First Amendment remain in full force and effect.

10. **Integration of the Second Amendment and Lease.** This Second Amendment, First Amendment, and Lease shall be deemed to be, for all purposes, one instrument. In the event of any conflict between the terms and provisions of this Second Amendment and the terms and provisions of the Lease or the First Amendment, the terms and provisions of this Second Amendment shall, in all instances, control and prevail.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Second Amendment as of the day and year first above written.

LANDLORD:

VILLAGE OF WINNETKA

an Illinois home rule municipal corporation

By: _____

Name: Robert M. Bahan

Title: Village Manager

TENANT:

UNITED STATES POSTAL SERVICE

By: _____

Its: _____



Agenda Item Executive Summary

TITLE: Resolution No. R-105-2023: Approving a Collective Bargaining Agreement Between the Village of Winnetka and the Winnetka Police Association, Metropolitan Alliance of Police, Winnetka Chapter #54 (Adoption)

PRESENTER: Kristin Kazenas

AGENDA DATE: December 5, 2023

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

None.

EXECUTIVE SUMMARY:

The Village's prior contract with the Winnetka Police Association, Metropolitan Alliance of Police, Winnetka Chapter 54 (MAP) ended on December 31, 2022. The Village and MAP have met to review and negotiate a new agreement. MAP recently ratified the agreement reached by the two parties, and the agreement must now be approved by the Village Council.

MAP and the Village have reached agreement on a contract term beginning January 1, 2023 and ending December 31, 2026. The agreement would authorize wage increases of 3.5% per year for 2023, 2024, 2025, and 2026.

RECOMMENDATION:

Consider adopting Resolution No. R-105-2023, approving a collective bargaining agreement between the Village of Winnetka, Illinois and the Winnetka Police Association, Metropolitan Alliance of Police, Winnetka Chapter 54 for the period commencing January 1, 2023 and ending December 31, 2026.

ATTACHMENTS:

1. Resolution No. R-105-2023 - Approving a Collective Bargaining Agreement Between the Village of Winnetka and the Metropolitan Alliance of Police, Winne

RESOLUTION NO. R-105-2023

**A RESOLUTION APPROVING A COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE VILLAGE OF WINNETKA AND THE
WINNETKA POLICE ASSOCIATION,
METROPOLITAN ALLIANCE OF POLICE, WINNETKA CHAPTER #54**

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

WHEREAS, the police officers employed by the Village are represented by the Winnetka Police Association, Metropolitan Alliance of Police, Winnetka Chapter #54 ("***MAP***"); and

WHEREAS, the Village has negotiated a collective bargaining agreement with MAP, with a term retroactively commencing on January 1, 2023, and ending on December 31, 2026 ("***Agreement***"); and

WHEREAS, MAP members voted to approve the Agreement on November 28, 2023; and

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

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

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

SECTION 2: APPROVAL OF AGREEMENT. The Village Council hereby approves the Agreement 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 AGREEMENT. The Village Council hereby authorizes and directs the Village President and the Village Clerk to execute and attest, respectively, the Agreement on behalf of the Village.

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

[SIGNATURE PAGE FOLLOWS]

ADOPTED this 5th day of December, 2023, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

Signed:

Village President

Countersigned:

Village Clerk

EXHIBIT A
AGREEMENT

AGREEMENT BETWEEN
THE VILLAGE OF WINNETKA, ILLINOIS
AND
WINNETKA POLICE ASSOCIATION
METROPOLITAN ALLIANCE OF POLICE
WINNETKA CHAPTER 54

January 1, 2023
Through
December 31, 2026

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PREAMBLE

THIS AGREEMENT, entered into by THE VILLAGE OF WINNETKA, Illinois (hereinafter referred to as the “Village” or the “Employer”) and the WINNETKA POLICE ASSOCIATION, METROPOLITAN ALLIANCE OF POLICE, WINNETKA CHAPTER #54 (hereinafter referred to as the “Association Chapter”) is in recognition of the Association Chapter’s status as the representative of certain of the Village’s full-time sworn peace officers and has as its basic purpose the promotion of harmonious relations between the Village and the Association Chapter; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of an entire agreement covering rates of pay, hours of work and conditions of employment applicable to the bargaining unit employees.

THEREFORE, in consideration of the mutual promises and agreements contained in this Agreement, the Village and the Association Chapter do mutually promise and agree as follows:

ARTICLE I

RECOGNITION

Section 1.1. Recognition. The Village recognizes the Association Chapter as the sole and exclusive collective bargaining representative for all full-time sworn patrol officers below the rank of sergeant employed by the Village (hereinafter referred to as “officers’ or “employees”), but excluding all Sergeants, all Lieutenants, the Deputy Chief and the Police Chief as supervisory employees, all confidential, supervisory and managerial employees of the Department and all other employees of the Department and Village.

ARTICLE II

MANAGEMENT RIGHTS

Section 2.1. Management Rights. Except as expressly limited by the express provisions of this Agreement, and subject to the powers of the Winnetka Fire and Police Commission, the Village retains all traditional rights to manage and direct the affairs of the Village in all of its various aspects and to manage and direct its employees, including but not limited to the following: to plan, direct, control and determine the budget and all the operations, services, policies and missions of the Village; to supervise and direct the working forces; to determine the qualifications for employment and job positions and to employ employees; to determine examinations and examination techniques, and to conduct examinations; to determine policies affecting the training of employees; to schedule and assign work, to transfer and reassign employees; to establish work and productivity standards and, from time to time, to change those standards; to assign overtime; to purchase goods and services; to determine the methods, means, organization and number of personnel by which departmental services shall be provided or purchased; to make, alter and enforce reasonable rules, regulations, orders and policies; to evaluate, promote or demote employees; to establish performance standards and, from time to time, to change those standards; to discipline, suspend and/or discharge non-probationary employees for just cause (probationary employees without cause); to change or eliminate existing equipment or facilities and to introduce new equipment or facilities without having to negotiate over such changes or the effects of such changes; to subcontract work; to establish, change, add to or reduce the number of hours, shifts, tours of duty and schedules to be worked; and to transfer, relieve or lay off employees to meet Village needs. The Village shall also have the right to take any and all actions as may be necessary to carry out the mission of the Village and the Police Department in the event of civil emergency as may be declared by the Village President, the Village Manager, Police Chief or their authorized designees, which may include, but are not limited to, riots, civil disorders, tornado conditions, floods or other catastrophes or financial or other emergencies, and to suspend the terms of this Agreement during such civil emergency.

Section 2.2. Work Rules and Regulations. The Village may adopt, change or modify work rules. The Village agrees to post or make available in the Department a copy of its applicable work rules where such rules exist in writing. Whenever the village changes rules or issues new rules applicable to employees, the Association Chapter will be given at least five (5) days' prior notice, absent emergency, before the effective date of the work rules in order that the Association Chapter may discuss such rules with the Chief of Police or the Chief's designee within that five (5) day period before they become effective if the Association Chapter so requests. Work rules shall be equitably applied under similar circumstances and shall not conflict with any specific provision of this Agreement.

ARTICLE III

ASSOCIATION

Section 3.1. Fair Representation. The Association Chapter recognizes its responsibility as bargaining agent and agrees fairly to represent all employees in the bargaining unit, whether or not they are members of the Association Chapter.

Section 3.2. Association Responsibility. The Association Chapter shall be responsible for the acts of its officers, stewards, members and representatives with respect to matters which are taken in the Association Chapter's name or in furtherance of the objectives of the Association Chapter.

Section 3.3. Association Activity. The Association Chapter agrees that neither it nor any of its officers or members will engage in any Association Chapter activity while such employees are on Village time unless mutually agreed upon by the parties.

Section 3.4. Dues Deduction. While this Agreement is in effect, the Village will deduct from each employee's paycheck once each month the uniform, regular monthly Association Chapter dues for each employee in the bargaining unit who has filed with the Village a lawful, voluntary, effective check-off authorization form. The village will honor all executed check-off authorization forms received not later than ten (10) working days prior to the next deduction date and such authorization forms shall remain in effect until revoked. If a conflict exists between the check-off authorization form and this Article, the terms of this Article and Agreement control.

Total deductions collected for each calendar month shall be remitted by the Village to an address provided by the Association Chapter together with a list of employees for whom deductions have been made not later than the tenth (10th) of the following month. The Association Chapter agrees to refund to the employee(s) any amounts paid to the Association Chapter in error on account of this dues deduction provision.

An Association Chapter member desiring to revoke the dues check-off may do so at any time by providing written notice to the Village. Dues shall be withheld and remitted to the Association Chapter unless or until such time as the Village receives the notice for a revocation of dues check-off from an employee, or notice of an employee's death, transfer from covered employment, termination of covered employment, or when there are insufficient funds available in the employee's earnings after withholding all other legal and required deductions. Information concerning dues not deducted under this Article shall be forwarded to the Association Chapter, and this action will discharge the Village's only responsibility with regard to such cases. Deductions shall cease at such time as a strike or work stoppage occurs in violation of Article VII of this Agreement (No Strike Clause).

The actual dues amount to be deducted shall be certified to the Village by the Association Chapter, and shall be uniform in dollar amount for each employee in order to ease the Village's burden of administering this provision. The Association Chapter may change the fixed uniform dollar amount which will be regular monthly dues once each calendar year during the life of this

Agreement. The Association Chapter will give the Village sixty (60) days' notice of any such change in the amount of uniform dues to be deducted.

Section 3.5. Association Chapter Indemnification. The Association Chapter and the Metropolitan Alliance of Police shall indemnify, defend and hold harmless the Village and its officials, representatives and agents against any and all claims, demands, suits or other forms of liability (monetary or otherwise) and for all legal costs for counsel selected or approved by the Association Chapter or Metropolitan Alliance of Police that shall arise out of or by reason of action taken or not taken by the Village in complying with the provisions of this Article, unless such action is initiated or prosecuted by the Village. If an improper deduction is made, the Association Chapter shall refund directly to the employee(s) any such amount.

Section 3.6. Use of District Facilities and Equipment. With the prior approval of the Chief of Police or his designee, Chapter representatives may use Village copy machines and fax machines. Such use shall not take precedence over Village needs and any materials used or other costs incurred shall be reimbursed by the Chapter if requested by the Village.

ARTICLE IV

PROBATIONARY PERIOD

Section 4.1. Probationary Period. The probationary period shall be twenty-four (24) months for newly hired employees. Any newly hired employee who has previous law enforcement experience may be eligible for accelerated step placement upon hire. The probationary period may be extended by the mutual agreement of the Village and the employee. Time absent from duty in excess of thirty (30) calendar days annually shall not apply towards satisfaction of the probationary period. During the probationary period, an officer is subject to discipline, including discharge, without cause and with no recourse to the grievance procedure or any other forum.

ARTICLE V

HOURS OF WORK AND OVERTIME

Section 5.1. Application of Article. This Article is intended only as a basis of calculating overtime payments, and nothing in this Agreement shall be construed as a guarantee of hours of work per day, week, tour of duty, work period or year.

Section 5.2. Workday and Shifts

A. 12-hour Shifts.

Except as otherwise provided, patrol officers shall be assigned to twelve (12) hour shifts in accordance with the following provisions:

1. Each 24-hour workday shall be divided into a day shift (normally 7 a.m. to 7 p.m.) and a night shift (normally 7 p.m. to 7 a.m.).
2. Each 12-hour day shift and each 12-hour night shift shall consist of two separate teams, i.e., an A team and a B team.
3. A work cycle shall consist of twenty-eight (28) days. Each 28-day work cycle shall consist of fourteen (14) workdays and fourteen (14) days scheduled off. Officers will normally be scheduled to have every other weekend off.
4. Of the 14 scheduled workdays in each 28-day work cycle, twelve (12) shall normally be 12-hour workdays and two (2) shall normally be 8-hour workdays. The two 8-hour workdays shall be scheduled by the Scheduling Supervisor. After the 28-day shift schedule is posted, an officer may request to reschedule an eight (8) hour shift and any such request shall not be arbitrarily denied.
5. Work schedules are to posted and available no later than four (4) weeks prior to the start of the next shift. Beginning in calendar year 2025, Team and Shift assignments will be non-rotating, six-month assignments. Bids will be submitted as provided in Section 5.4 for both six-month periods in the following year.

B. 8-Hour Shifts.

Notwithstanding the foregoing, one officer assigned to the night shift shall normally be scheduled for a flex car assignment consisting of twenty (20) 8-hour workdays over a 28-day work cycles, provided that no such officer shall normally be assigned to more than six (6) consecutive 8-hour workdays in the 28-day work cycle. Typically, the flex car assignment will be either from 3 p.m. to 11 p.m., but may start earlier or later than 3 p.m. to support department operations. In making such 8-hour assignments, the Village will seek qualified volunteers; if there are no qualified volunteers, the assignments will be assigned by the Chief or designee to the least senior, qualified officers. Such assignments shall be re-bid on an annual basis along with the Team and Shift assignments in Section 5.4 below. If the Chief determines in his

discretion that the patrol shifts are fully staffed, the Chief may elect to eliminate the flex car assignment..

C. Probationary Employees

The scheduling of shifts and shift hours for probationary employees shall continue to be at the discretion of the Department.

D. Meal Periods and Break Periods.

Subject to work needs, and with their supervisor's permission, (a) during each 12-hour workday employees will generally be allowed a two (2) paid one-half (½) hour meal breaks and two (2) paid fifteen (15) minute breaks during a normal twelve hour workday; and (b) during each 8-hour workday employees will generally be allowed one (1) paid one-half (1/2) meal break and two (2) paid fifteen (15) minute breaks during a normal eight hour workday. If said breaks are not allowed as scheduled as a result of manpower needs, the Village shall make reasonable efforts to allow each affected employee to take said breaks at other times as reasonable during the shift.

E. Work Schedules

The 28-day work cycles for officers assigned to 12-hour shifts are based on the following template:

TEAM A

	<u>Mon.</u>	<u>Tues.</u>	<u>Wed.</u>	<u>Thur.</u>	<u>Fri.</u>	<u>Sat.</u>	<u>Sun.</u>
Week 1	Off	Off	On	On	Off	Off	Off
Week 2	On	On	Off	Off	On	On	On
Week 3	Off	Off	On	On	Off	Off	Off
Week 4	On	On	Off	Off	On	On	On

TEAM B

	<u>Mon.</u>	<u>Tues.</u>	<u>Wed.</u>	<u>Thur.</u>	<u>Fri.</u>	<u>Sat.</u>	<u>Sun.</u>
Week 1	On	On	Off	Off	On	On	On
Week 2	Off	Off	On	On	Off	Off	Off
Week 3	On	On	Off	Off	On	On	On
Week 4	Off	Off	On	On	Off	Off	Off

While the hours, shifts, tours of duty and work schedules may be changed, such changes shall only be made for non-arbitrary reasons related to the Department's overall operation needs.

In order to give officers reasonable advance notice of their work schedules, officers will normally be assigned to two consecutive 28-day work cycles, which will be posted online for officers to review.

F. Scheduling Committee

During the parties' 2023-2026 collective bargaining agreement, the Scheduling Committee (two members appointed by the Chapter and two members appointed by the Police Chief) will continue to meet quarterly, at the request of either party, to review the implementation of 12-hour shifts as provided herein and to suggest possible modifications.

Section 5.3. Overtime. For purposes of computing overtime, a normal work cycle shall be twenty-eight (28) days and a normal workday shall be either twelve (12) hour or eight (8) hours, as defined above. Overtime worked in increments of one-quarter (1/4) hour or more in excess of twelve (12) hours or eight (8) hours of work per day, whichever is applicable, will be paid on the basis of one and one-half (1 ½) times the employee's regular straight-time hourly rate of pay, and overtime worked (in increments of one-quarter (1/4) hour or more) in excess of one hundred sixty (160) hours of work per twenty-eight (28) day work cycle will be paid on the basis of one and one-half (1 ½) times the employee's regular straight-time hourly rate, except as may be provided in Section 5.6 (Compensatory Time). All non-scheduled overtime that arises as a result of the absence of a bargaining unit member(s), and available with less than 48 hours' notice, shall be assigned to a bargaining unit member on the basis of rotating seniority, qualifications permitting. If a bargaining unit member establishes that he/she did not receive an overtime opportunity that he/she should have received, he/she shall be assigned the next overtime opportunity

Section 5.4. Team and Shift Assignments. Team and shift assignments for the following calendar year will normally be posted by September 15 in order to permit the commencement of vacation selections thereafter. Shift assignments for 2024 have already been completed and will not be re-bid as a result of the changes in this successor Agreement. Beginning calendar year 2025, Team and Shift assignments shall be non-rotating shifts, bid on an annual basis for six month assignments. In making team and shift assignments for the following year, the criteria shall include but not necessarily be limited to the mix of seniority, specialty assignments, and each officer's court key. After team and shift assignments are set for the following year, the Chief of Police or the Chief's designee retain discretion under the following paragraph to fix vacancies or alleviate other issues with the schedule, and no employee has any expectation of a particular shift preference until the next following year.

In the discretion of the Village, and subject to the approval of the Chief or the Chief's designee, employees may be permitted to change shifts no more than one time per calendar year depending upon the Village's work needs if the change does not result in additional overtime compensation being paid to any of the employees involved in the change and does not interfere with Department operations. Notwithstanding the foregoing, the Village retains the right to change shift assignments as may be needed but they shall only be made for non-arbitrary reasons related to the Department's operational needs. If the Department believes it is necessary based on operational and legal considerations, before changing shift assignments, the Village will seek qualified volunteers; if there are no qualified volunteers, the least senior qualified officer(s) will

be reassigned. If there is a need to make further shift reassignments within the next 12-months and there are no qualified volunteers, the next least senior qualified officer(s) will be reassigned, i.e., the officer(s) who were previously reassigned will not be reassigned.

Section 5.5. Compensatory Time. In lieu of overtime pay an employee may earn compensatory time at a rate equal to one and one-half (1 ½) hours for each overtime hour worked in accordance with the provisions of Section 5.3. Employees may accumulate up to sixty (60) hours of compensatory time during the calendar year but may not carry over more than forty (40) hours to the next calendar year. Any other overtime worked will be paid in accordance with Section 5.3. Upon termination of employment, an employee shall be paid all accumulated compensatory time at the officer's then current rate of pay. Requests for use of compensatory time will be subject to approval by the officer's supervisor taking into account work needs of the Department. Requests for compensatory time must be made at least three (3) days in advance, unless approved by the officer's supervisor. The Chief or the Chief's designee will not unreasonably withhold permission for the utilization of compensatory time off.

Section 5.6. Court Time. An employee who is required to make court appearances on behalf of the Village during the employee's off-duty hours will receive pay for all hours worked at the rate of one and one-half (1 ½) times the employee's regular hourly rate with a minimum guarantee of three (3) hours. The minimum guarantee shall not apply if court time continuously precedes or follows an employee's regularly scheduled working hours, in which case the employee will be paid only for actual hours worked.

The parties agree that the employee's paid court time shall commence when said employee arrives at the police department or at the courthouse to begin preparation and/or testifying in his/her cases upon order of the Chief or the Chief's designee.

Section 5.7. Call-Back Pay. A call-back is defined as an official assignment of work which does not continuously precede or follow an officer's scheduled working hours and involves the officer returning to work after the officer has worked a shift. A call-back shall be compensated at one and one-half (1 ½) times an employee's regular straight-time hourly rate of pay for all hours worked on call-back, with a three (3) hour minimum, except that if the employee is called back to rectify the employee's own error, such call-back time shall be paid at straight-time rates and shall not be counted toward overtime hours under Section 5.3.

Section 5.8. Required Overtime. The Chief of Police or the Chief's designee(s) shall have the right to require overtime work and officers may not refuse overtime assignments. In non-emergency situations, the Chief or the Chief's designee as a general rule shall take reasonable steps to obtain volunteers for overtime assignments before assigning required overtime work, and if not filled through a volunteer process, said assignments shall be filled by reverse seniority on a rotating basis, based on the prior shift if an officer is being held over, or the next shift if an officer is being called in early, or if more officers are needed, as assigned by the Village. Forced overtime assignments of less than three hours shall not be considered as satisfying an officer's position on the rotating list; only forced assignments of three hours or longer shall satisfy the officer's position on the rotating list and cause the officer to rotate back to the bottom of the list. The rotating list shall reset every six months. In addition, notwithstanding

the above, the Village retains the right to assign specific individuals to perform specific overtime assignments due to their qualifications or to complete work in progress.

Section 5.9. No Pyramiding. Compensation shall not be paid (or compensatory time taken) more than once for the same hours under any provision of this Article or Agreement.

Section 5.10. Electronic Communication Devices. The Village retains the right to require employees to carry electronic communications devices during off-duty hours, but employees shall only be eligible for pay if called and requested to work, in which case the employee will be paid for actual hours worked in accordance with this Agreement. There will be no discipline or discrimination for failure to answer a Village provided electronic communication device during off-duty hours during the term of this Agreement, unless the Village can establish just cause for the discipline, e.g., a pattern of not returning calls in a timely manner.

Section 5.11. Duty Exchanges. Shift trades shall not interfere with the operations of the Police Department or result in the payment of overtime or premium pay. Employees of the same rank and qualifications may voluntarily request trades between each other. Employees who submit a trade request must indicate on the request the day on which the trade will be returned. Both halves of the trade shall be completed in the same 28-day work cycle. There will be no banking or tracking of future trades.

All trade requests are subject to approval by the Chief of Police or his/her designee in the sole exercise of their discretion. The Chief or designee may deny trades for reasons such as, but not limited to, training needs, employee discipline, or other operational reasons.

Requests for shift trades will be submitted using the process approved by the Chief of Police, as such may be changed from time-to-time. The trade must be accepted by both employees and approved by the Village no less than 72 hours prior to the trade time, except in cases of emergency.

Employees seeking to trade shifts must work the assigned shift if they are unsuccessful in obtaining an approved trade. The employee agreeing to trade shifts with another employee shall be responsible to work the day. There shall be no trading of trade days. If an employee responsible for working a trade shift does not report to work for any reason, the employee shall have the commensurate number of sick leave hours deducted from his sick leave bank to cover any overtime caused by the trade. The Chief or his/her designee may restrict employees from engaging in trades for up to six months if the employee establishes a pattern of not reporting for approved trades, or if the employee establishes a pattern of calling off sick from his/her own shift the day before or after working an approved trade.

ARTICLE VI

GRIEVANCE PROCEDURE

Section 6.1. Definition. A “grievance” is defined as a dispute or difference of opinion concerning the interpretation or application of the express provisions of this Agreement raised by an employee or the Association Chapter against the Village involving an alleged violation or misapplication of an express provision of this Agreement. This grievance procedure shall supersede any other Village grievance procedure.

Section 6.2. Procedure. A grievance filed against the Village shall be processed in the following manner:

- Step 1: In Order to encourage informal resolution of a grievance at the first level of supervision, an employee who believes that the employee has a grievance shall be required first to discuss the alleged grievance with the employee’s immediate supervisor. The Association Chapter steward may be present if the employee so desires. To be timely, the grievance must be presented no later than five (5) calendar days after the act, event or commencement of the condition which is the basis of the grievance or five (5) calendar days after the employee, through the use of reasonable diligence, should have had knowledge of the act, event or commencement of the condition which is the basis of the grievance. The supervisor shall respond to the grievance, either orally or in writing within five (5) calendar days.
- Step 2: If the grievance is not satisfactorily settled in Step 1, it shall be reduced to writing, signed by the employee, and presented to the Deputy Chief, or the Deputy Chief’s designee, within seven (7) calendar days after a decision was rendered by the immediate supervisor in Step 1. The written grievance shall include a statement of all relevant facts, a reference to the provision or provisions of the Agreement alleged to be violated, and the remedy requested. The employee and/or the Association Chapter representative shall meet with the Deputy Chief, or the Deputy Chief’s designee, to discuss the subject of the grievance, as well as optionally present written statements to the Deputy Chief, or the Deputy Chief’s designee, within seven (7) calendar days after presentation of the written grievance to the Deputy Chief, or the Deputy Chief’s designee, shall provide a written response within seven (7) calendar days after such meeting.
- Step 3: If the grievance is not settled at Step 2, the written grievance shall be presented by the employee or by the Association Chapter representative to the Chief of Police, or the Chief’s designee, no later than seven (7) calendar days after the date of the response of the Deputy Chief, or the Deputy Chief’s designee. The Chief of Police, or the Chief’s designee, may meet with the employee and/or the Association Chapter representative in an effort to resolve the grievance within seven (7) calendar days after the Chief, or the Chief’s designee, receives the grievance. The Chief, or the Chief’s designee, shall reply to the grievance within seven (7) calendar days after the date of the meeting, or, if there is no meeting,

within ten (10) calendar days after the written grievance was received by the Chief, or the Chief's designee.

Step 4: If the grievance is not settled in Step 3, the written grievance shall be presented by the employee or by the Association Chapter representative to the Village Manager, or the Manager's designee, not later than seven (7) calendar days after the Chief of Police, or the Chief's designee, replies to the grievance. The Village Manager or the Manager's designee shall make such investigation of the facts and circumstances as the Manager, or the Manager's designee, deems necessary, and may meet with the employee and/or the Association Chapter representative. The Village Manager or the Manager's designee will give a written answer to the grievance within ten (10) calendar days after the date of the meeting, or if there is no meeting, within fourteen (14) calendar days after the date the grievance was received by the Manager, or the Manager's designee.

Section 6.3. Arbitration. A grievance not settled in Step 4 may be appealed by the Association Chapter to arbitration by serving on the Village, not later than fifteen (15) calendar days after the date of the reply of the Village Manager or the Village Manager's designee, a written request to arbitrate, setting forth specifically the issue or issues to be arbitrated. If the parties fail to agree upon an arbitrator within fifteen (15) days after receipt of the written request to arbitrate, they shall request the Federal Mediation and Conciliation Service to submit a panel of seven (7) proposed arbitrators. The parties may each strike one (1) panel. The parties shall select the arbitrator by alternately striking a name until one (1) name remains, who shall be the arbitrator. The party requesting arbitration shall strike the first name.

Section 6.4. Arbitrator's Authority. The arbitrator shall consider and decide only the questions of fact raised by the grievance, as originally submitted at Step 1, and confirmed in writing at Step 2, as to whether there has been a violation, misinterpretation or misapplication of the express provisions of this Agreement. The arbitrator shall have no power or authority to render a decision (1) contrary to the express provisions of this Agreement or (2) restricting, limiting or interfering in any manner with the powers, duties or responsibilities granted to or imposed on the Village or the Village Fire and Police Commission under this Agreement, applicable law or public policy. The arbitrator shall not have the power to amend, delete, add to or change in any way any of the terms of this Agreement or to impair, minimize or reduce any of the rights reserved to management under the terms of article II or other terms of this Agreement, either directly or indirectly, nor shall the arbitrator have the power to substitute the arbitrator's discretion for that of management. In addition, the arbitrator shall have no authority to impose upon any party any obligation not provided for explicitly in this Agreement, or to issue any decision or propose any remedy which is retroactive beyond the period specified in Step 1 of this grievance procedure. Any decision or award of the arbitrator rendered within the limitations of this Section 6.4 shall be binding upon the Association Chapter, the employees and the Village.

Section 6.5. Time Limits. If a decision is not rendered by the Village within the time limits provided for in this grievance procedure, the aggrieved employee, or the Association Chapter, may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step as provided above. If at any step the aggrieved employee or the Association Chapter does not submit the grievance or appeal the Village's decision in the manner

and time limits provided for in the grievance procedure, the grievance shall be considered settled on the basis of the last decision of the Village without any further appeal or reconsideration. The time limits at any level of the grievance procedure may be extended by mutual written agreement between the Association Chapter and the Village.

Section 6.6. Decision and Fee. The decision of the arbitrator, within the limits prescribed in this Article VI, shall be binding on all parties to the grievance, including the Village, the Association Chapter and the aggrieved employee. The fee and expenses of the arbitrator shall be borne equally by the Village and the Association Chapter. No joint expenses shall be incurred except by mutual agreement of the parties.

Section 6.7. Association Chapter Grievance. The Association Chapter may present a grievance general in nature directly at Step 3. Any such grievance initiated at Step 3 shall be presented not later than five (5) calendar days after the act, event or commencement of the condition which is the basis of the grievance or five (5) calendar days after the Association Chapter, through the exercise of reasonable diligence, should have had knowledge of the act, event or commencement of the condition which is the basis of the grievance.

Section 6.8. Method of Determination. It is understood these grievance and arbitration procedures shall not apply to any matter as to which the Village is without authority to act and that the filing and pendency of any grievance shall not preclude the Village from taking the action or continuing to follow the course complained of which is the subject of the grievance. There shall be no suspension or interference with work because of any grievance or any incident which is or could have been the subject of a grievance.

Section 6.9. Association Rights. No settlement or agreement shall be binding on the Association Chapter unless the Association Chapter has had the opportunity to be present and agree to such settlement. It is acknowledged that the Association Chapter has the right to exercise its discretion to refuse to process an employee's unmeritorious grievance.

Section 6.10. Aggrieved Employee. An employee who files a grievance must have a direct interest in the grievance in that the outcome of the grievance directly affects the employee's own wages, hours or work conditions as set out and determined by the provisions of this Agreement. Each grievance shall be considered a separate matter and shall be handled separately and distinctly. Separate grievances shall not be arbitrated together, except by mutual consent of the Village and the Association Chapter.

ARTICLE VII

NO STRIKE CLAUSE

Section 7.1. No Strike. Neither the Association Chapter nor any of its officers or agents or any employee will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, secondary boycott, slow-down, speed-up, concerted stoppage of work, concerted refusal to perform overtime or other work, concerted, abnormal or unapproved enforcement procedures or policies, work-to-the-rule situation, mass resignations, mass absenteeism, organized interference, picketing or any other interruption or disruption of the operations of the Village, regardless of the reason for doing so. Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the Village with normal appeal and hearing rights to the Board of Fire and Police Commissioners of the Village. Each employee who holds the position of officer or steward of the Association Chapter occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this Article. In addition, in the event of a violation of this Section of this Article, the Association Chapter agrees to inform its members of their obligation under this Agreement and to direct them to return to work. Nothing contained herein shall preclude the Village from obtaining judicial restraint and damages in the event there is a violation of this Section.

Section 7.2. No Lockout. The Village will not lock out any employees during the term of this Agreement as a result of a labor dispute with the Association Chapter.

ARTICLE VIII

HOLIDAYS

Section 8.1. Holidays. The following ten (10) listed holidays are the recognized holidays for purposes of this Article. Employees may be scheduled to work on the holidays and will be paid straight-time for hours worked on the following holidays, except as provided in Sections 8.2 and 8.3.

New Year's Day	Veteran's Day
Presidents Day	Thanksgiving Day
Memorial Day	Day After Thanksgiving
July 4 th	Christmas Eve
Labor Day	Christmas Day

Section 8.2. Personal Time. In recognition of the Department's rotating shift schedule and the fact that officers are regularly scheduled to work on holidays, effective January 1, 2004, officers who are covered by this Agreement shall receive twenty-four (24) hours of personal time during the calendar year. Officers shall start to earn personal time as of their date of hire, at a rate of two (2) hours per month. Personal time shall be scheduled subject to work needs of the Village. Requests for use of personal time should be made at least eighteen (18) days in advance of the twenty-eight (28) days shift in which the personal time is to be taken, except with permission of the Chief or the Chief's designee. If the personal time is not used by the end of the calendar year, said Officer shall receive compensation for those hours at the Officer's then regular straight-time hourly rate. Upon termination of employment, employees shall be paid on a pro rata basis for any personal time earned in the year of termination which remains unused. Because personal time may be used before they have been earned, any unearned personal time that has been used will be deducted on a pro rata basis from the final paycheck when an employee terminates employment with the Village.

Section 8.3. Holiday Compensation. Employees who are employed as of January 1 each fiscal year will be paid holiday compensation for the calendar year on the basis of forty (40) hours of straight-time pay, which is to be granted as a one (1) week vacation to be selected in accordance with the vacation selection provisions and included in the paycheck covering the period in which the vacation is taken, and forty (40) hours of straight-time pay which shall be included on the second January paychecks received by the officers. Employees hired after January 1 shall be paid on a pro rata basis of 1/12 of the holiday pay (40 hours of straight time pay) for each month in which the employee was employed on the fifteenth of each month remaining in the calendar year, to be paid on the employee's second monthly paycheck. If an employee receives holiday compensation and terminates employment prior to the end of the calendar year, the employee shall reimburse the Village pro rata on the basis of 1/12 holiday compensation for each month the employee was not employed on the fifteenth of the month for any remaining month in the calendar year in which employment is terminated. Reimbursement shall be by means of a deduction from the employee's paycheck, or if the employee's paycheck is insufficient, by paying the amount owed to the Village. The Village and the Association Chapter further agree that an employee who works any hours on an above recognized holiday (actual day of the holiday and not the day of observance if there is a difference) shall receive as

compensation therefor the sum of one and one-half (1-1/2) times the employee's regular hourly rate of pay for the hours worked on said holiday. Holiday shifts will be designated in accordance with past practice.

Section 8.4. Holiday Overtime. If an officer is required to work more than a normal workday, as defined in Section 5.2, either eight (8) or twelve (12) hours on any holiday, the officer will be compensated at two and one-half (2-1/2) times the officer's hourly rate for those hours in excess of the original eight (8) or twelve (12). Further, any officer who is not scheduled to work a holiday as part of the officer's regular duty, but who is called into work on a holiday, will be compensated at two and one-half (2 ½) times the employee's hourly rate for those hours worked on the holiday.

Section 8.5. Holiday Assignments. The Chief or the Chief's designee will assign holiday work assignments as needed in a fair and reasonably equitable manner.

ARTICLE IX

VACATIONS

Section 9.1. Eligibility and Allowances. All employees shall be eligible for paid vacation time after the completion of six (6) months of continuous full-time active employment. Employees shall start to earn vacation time as of their date of hire, but cannot use vacation time until they have been continuously actively employed for six (6) months. Effective January 1, 2016, vacation time shall be earned based on the following schedule:

Length of Continuous Active Service	Vacation Days Earned
In 1st calendar year through calendar year in which 4th anniversary date of employment	6.67 hrs./mo. (80 hrs. total)
Calendar year in which 5th anniversary date of employment occurs	7.33 hrs./mo. (88 hrs. total)
Calendar year in which 6th anniversary date of employment occurs	8.00 hrs./mo. (96 hrs. total))
Calendar year in which 7th anniversary date of employment occurs	8.66 hrs./mo. (104 hrs. total)
Calendar year in which 8th anniversary date of employment occurs	9.33 hrs./mo./ (112 hrs. total)
Calendar year in which 9th anniversary date of employment occurs	10.00 hrs./mo. (120 hrs. total)
Calendar year in which 10th anniversary date of employment occurs	10.66 hrs./mo. (128 hrs. total)
Calendar year in which 11th anniversary date of employment occurs	11.33 hrs./mo. (136 hrs. total)
Calendar year in which 12th anniversary date of employment occurs	12.00 hrs./mo. (144 hrs. total)
Calendar year in which 13th anniversary date of employment occurs	12.66 hrs./mo. (152 hrs. total)
Calendar years in which 14th anniversary date of employment occurs	13.33 hrs./mo. (160 hrs. total)
Calendar year in which 15th through 21st	14.00 hrs./mo. (168 hrs. total)

anniversary date of employment occurs

Calendar year in which 22nd anniversary date of employment occurs	14.66 hrs./mo. (176 hrs. total)
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Calendar year in which 23rd anniversary date of employment occurs	15.33 hrs./mo. (184 hrs. total)
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Calendar year in which 24th anniversary date of employment occurs	16.00 hrs./mo. (192 hrs. total)
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Calendar year in which 25th anniversary occurs & subsequent years	16.66 hr./mo. (200 hrs. total)
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Vacation time, less than or equal to one (1) year's accrual (i.e., hours earned within one (1) calendar year) may be carried over from one year to the next. Employees will be credited with their vacation time at the beginning of each calendar year.

Section 9.2. Vacation Pay. The rate of vacation pay shall be the employee's regular straight-time rate of pay in effect on the payday immediately preceding the employee's vacation. Employees will be paid their vacation pay as part of their regular paycheck for the period in which that vacation is taken.

Section 9.3. Scheduling. All vacation picks shall be subject first to the non-arbitrary overall operational needs of the Department. Vacation scheduling will be done prior to November 1st for vacation to be taken the following calendar year. Employees shall schedule no less than one (1) week of vacation at a time unless otherwise approved by the Chief or the Chief's designee.

Vacation picks shall be made by seniority with a maximum of three (3) weeks being chosen on the first round of picks. On the first round, an officer may choose only two (2) weeks in the summer shift period. Should an Officer with three (3) or more weeks available choose a holiday week in the first round, that Officer is limited to selecting one (1) week in the summer shift period in the first round. Officers may schedule all or part of their remaining vacation entitlement in the second round of vacation picks which shall immediately following the conclusion of the first round of picks. For these purposes, a holiday week shall include: New Year's Day, the Fourth of July, Thanksgiving and Christmas.

A vacation week is defined as the use of at least 36 hours of vacation time. Officers will not be required to use more than 48 hours of vacation time for any selected week.

Not more than two (2) officers will be on vacation in any given week and no more than one of them will be on the night shift. Officers on the same shift and team may not choose the same week. Not more than six (6) weeks of vacation can be selected in any 28-day shift period.

After the initial and second round vacation picks have been made, officers with additional accrued vacation time for the year may submit written requests to the Chief or the Chief's

designee to use remaining vacation time at least 60 days prior to the requested vacation week, which restriction may be waived by the Chief or his designee. In the event of simultaneous written requests, the request of the most senior officer will be considered first.

Section 9.4. Vacation Pay upon Termination. Upon termination of employment, employees shall be paid on a pro rata basis for any vacation time earned in the year of termination which remains unused. Because vacation time may be used before it has been earned, any unearned vacation time that has been used will be deducted on a pro rata basis from the final paycheck when an employee terminates employment with the Village.

Section 9.5. Village Emergency. In the case of an emergency, such as but not limited to riot, civil disaster, presidential visit, extreme illness and the like, the Village President, the Village Manager or the Police Chief or their designees, may cancel and reschedule any or all approved vacation leaves in advance of their being taken, an/or recall any police officer from vacation in progress.

In the event of an emergency, an officer on vacation may be ordered into work if the officer can be located. If an officer is ordered into work on the officer's scheduled vacation (including, if requested, the immediately following weekend), the officer will be compensated at the rate of two and one-half (2 ½) times the officer's regular hourly rate for all hours worked, with a minimum of three (3) hours paid, and the balance of any unused vacation time will be credited back to the affected officer's vacation accumulation. If the officer cannot be located, due to the officer being out of town or other legitimate reason, the officer will not be subject to discipline.

If an officer is ordered into work during a scheduled vacation (including, if requested, the immediately following weekend) and at that time the employee advises the Chief or his designee that he will lose money as a result of forfeited deposits for lodging or non-refundable transportation tickets, the Village will reimburse the officer for a total of not more than \$1,500.00 of such documented expenses.

Section 9.6. Paid Leave Waiver. The parties mutually recognize and agree the benefits provided in this Agreement are more generous than the benefits required by the Illinois Paid Leave for All Workers Act, 820 ILS 192/1, et seq. Pursuant to Section 15(n) of that Act, the parties voluntarily waive the benefits provided under that Act in favor of the benefits provided under this bargaining agreement.

ARTICLE X

SENIORITY, LAYOFFS AND RECALLS

Section 10.1. Seniority. Unless stated otherwise in this Agreement, seniority for the purpose of this Agreement shall be defined as a peace officer's length of continuous full-time service in rank with the Village since the officer's last date of hire as a peace officer in rank. Seniority shall not include periods of unpaid leave time. Seniority shall be lost upon termination of employment, resignation, discharge, suspension, layoff, and failure to return to work upon expiration of an approved leave. Seniority will be reinstated in accordance with Illinois State Statutes if an employee returns to work when recalled from a layoff.

Section 10.2. Layoffs. Layoffs, for reason of lack of work or reduction of the work force, shall be made in the inverse order of job classification seniority. All probationary employees in a position affected by layoff shall be separated before any non-probationary employee shall be subject to such a reduction in the work force.

Section 10.3. Recall. Employees who are laid off shall be placed on a recall list for a period of two (2) years. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are fully qualified to perform the work to which they are recalled without further training. Employees who are eligible for recall shall be given ten (10) calendar days' notice of recall and notice of recall shall be by certified or registered mail with a copy to the Association Chapter, provided that the employee must notify the Chief of Police or the Chief's designee of the employee's intention to return to work within three (3) days after receiving notice of recall. The Village shall be deemed to have fulfilled its obligations by mailing the recall notice by certified or registered mail, to the mailing address last provided by the employee, it being the obligation and responsibility of the employee to provide the Chief of Police or the Chief's designee with the latest mailing address. If an employee fails to respond in a timely manner to a recall notice, the employee's name shall be removed from the recall list. If an employee is recalled to the employee's former job and requires additional training, the Village shall provide that training at the Village's expense.

Section 10.4. Rate of Pay. When, due to a decrease of the work forces or the elimination of a job, an employee is assigned to a lower rated job and desires to retain such job rather than accept a layoff, the employee will be paid in accordance with the employee's seniority as applied to the progression schedule in effect for the lower rated job.

Section 10.5. Posting of Seniority List. The Village agrees to post, on at least a semi-annual basis, a list covering the names of officers who are covered by this Agreement, in order of seniority from date of hire. Before posting the list, the Village will provide a copy of the list to the Chapter President. The Village shall not be responsible for any errors in the seniority list unless such errors are brought to the attention of the Village in writing within twenty-one (21) calendar days after the Chapter's receipt of the list.

ARTICLE XI

SICK LEAVE

Section 11.1. Accrued Sick Leave. All full-time officers shall be eligible to accrue paid sick leave as provided herein. The sick leave benefit shall be accrued at the rate of eight (8) hours for each full month of service to begin at the date of employment as a sworn peace officer. Officers will be credited with their sick leave at the beginning of each calendar year and may request use of paid sick leave at any time during the year for which it is credited. Officers who complete part of a work shift and go home sick will be debited for the amount of accrued sick leave used in one-half (½) hour increments. An employee may use sick leave for absence from work due to the employee's own illness or injury, an emergency situation at the employee's home requiring adult care of a member of the employee's household which would otherwise not be available, provided proper notice to the employee's supervisor has been given in accordance with Section 11.2.

Section 11.2. Request for Sick Leave. Employees requesting sick leave must call their supervisor as soon as possible, but not less than two (2) hours prior to the start of the scheduled workday. An employee may be required by the Village to substantiate proof of illness when there is reason to suspect sick leave abuse. Where the employee is absent for five (5) or more consecutive days due to illness, the employee may be required by the Village to bring in a doctor's certificate in order to receive sick leave pay and also to be able to return to work. Requests for sick leave may not be arbitrarily denied.

Section 11.3. Sick Leave Buyback.

A. Employees Who Were Hired Before April 1, 2012

Effective April 1, 2012, the following provisions shall be applicable to employees hired before April 1, 2012:

Annual Buyback

1. Effective April 1, 2012, sick leave in excess of two hundred forty (240) hours may be cashed in at 50% up to the greater of the maximum number of accrued but unused sick leave hours as of December 31, 2011 or 600 hours at the employee's regular hourly rate.
2. Any hours above the maximum number of accrued but unused sick leave hours as December 31, 2011 or 600 hours may be cashed in at 30%.
3. Any such requests must be made prior to September 1. The employee's cashed-in sick pay will be included in the employee's second paycheck in the following year.

Buyback at Termination

1. Employees who have less than twenty (20) years of seniority shall receive compensation at 50% of the employee's then current regular hourly rate of pay for all sick leave hours accrued but not used as of the date of termination that are in excess of two hundred forty (240) hours and up to the maximum set forth in subparagraph 3 below.
2. Employees who have twenty (20) or more years of seniority shall receive compensation at 50% of the employee's then current regular hourly rate of pay for all sick leave hours accrued but not used as of the date of termination up to the maximum set forth in subparagraph 3 below.
3. The maximum number of sick leave hours that will be paid at 50% of the employee's then current regular hourly rate of pay will be established based on the greater of the number of accrued but unused sick leave hours as of December 31, 2011 or 600 hours.
4. All sick leave hours accrued but not used as of the date of termination that are above the maximum set forth in subparagraph 3 above will be paid at 30% of the employee's then current regular hourly rate of pay.

B. Employees Hired on or after April 1, 2012

Effective April 1, 2012, the following sick leave buyback provisions shall be applicable to bargaining unit employees who were on or after April 1, 2012:

Annual Buyback

1. Sick leave in excess of forty hundred eighty (480) hours) may be cashed in at 30% at the employee's regular hourly rate.
2. Any such requests must be made prior to September 1. The employee's cashed-in sick pay will be included in the employee's second paycheck in the following year.

Sick Leave Buyback at Termination

Upon termination of employment in good standing, compensation at 30% of the employee's then current regular hourly rate of pay shall be paid for all sick leave hours accrued but not used in excess of four hundred eighty (480) hours.

C. Generally

Because sick leave may be used before it has been earned, any unearned sick leave time that has been used will be deducted on a pro rata basis from the final paycheck when an employee terminates employment with the Village.

D. Maximum Accumulation

Employees shall be subject to a maximum sick leave accumulation amount of one thousand four hundred forty (1,440) hours as of the end of the fiscal year. Effective April 1, 2012 all employees shall be paid thirty percent (30%) of the value of any accrued but unused sick days above one thousand four hundred forty (1,440) hours that have not been used during the fiscal year, said amount to be paid during January of the following year.

E. Death Benefit.

If an employee dies while on the active payroll of the Village and the employee had accumulated sick leave at the time of death, a death benefit based on that accumulated sick leave will be paid to the employee's spouse or, if no spouse, to the employee's estate. The amount of the death benefit shall be calculated in the same way that the death benefit based on accumulated sick leave is calculated for the Village's unrepresented employees who are similarly situated.

Section 11.4. Tax Deferment Benefits. For the term of this Agreement, officers shall continue to be entitled to take advantage of the Village's Section 457 plan under the terms and conditions of said plan.

ARTICLE XII

ADDITIONAL LEAVES OF ABSENCE

Section 12.1. Discretionary Leaves. The Village, in its discretion, may grant a leave of absence under this Article to any bargaining unit employee. The Village shall set the terms and conditions of the leave, including whether or not the leave is to with or without pay and with or without benefits.

Section 12.2. Application for Leave. Any request for a leave of absence shall be submitted in writing by the employee to the Police Chief or the Chief's designee as far in advance as practicable. The request shall state the reason for the leave of absence and the approximate length of time off the employee desires. Authorization for a leave of absence shall, if granted, be furnished to the employee by the Police Chief or the Chief's designee and shall be in writing.

Section 12.3. Jury Duty. An employee who is required to report for jury duty shall be excused from work without loss of pay for the period of time which the employee is required to be away from work and during which the employee would have otherwise been scheduled to work. Furthermore, an employee, if scheduled to perform jury duty just prior to or immediately following the employee's regular work shift, shall have the employee's regular work shift adjusted so that the employee's jury duty is simultaneous with the employee's work schedule on that day. An employee shall immediately notify the Police Chief or the Chief's designee if the employee is required to report for jury duty. If an employee is compensated by the Village for performing jury duty, such employee must sign over to the Village any check received for performance of such jury duty, less any travel allowance.

Section 12.4. Bereavement Leave. In the event of a death in the immediate family the employee will be granted three shift days off with pay for paid bereavement leave. . For this purpose, "immediate family" consists of the employee's mother, father, mother-in-law, father-in-law, uncle, aunt, sister, brother, sister-in-law, brother-in-law, niece, nephew, spouse, child (natural, step, and adopted), grandchild, grandparents, grandparent-in-law, stepmother, stepfather, stepsister, stepbrother, and relatives living in the same house as the employee. The Village retains the right to require proof of the death and/or the family relationship. .

Section 12.5. Leave for Illness, Injury or Disability. In the event an employee is unable to work by reason of illness, injury or disability (including those compensable under workers' compensation, which shall be considered on-the-job duty-related injuries) the Village may grant a leave of absence without pay during which time seniority shall not accrue to the extent permitted by law except that for a work-related injury compensable under workers' compensation, an employee shall accrue seniority for the first twelve (12) months of leave. To qualify for leave, the employee must report the illness, injury or disability as soon as the illness, injury or disability is known, and thereafter furnish to the Police Chief or the Chief's designee a physician's written statement showing the nature of the illness or injury or state of disability and the estimated length of time that the employee will be unable to report for work, together with a written application for such leave. Thereafter, during such leave, the employee shall furnish a

current report upon request by the Village. The Village will comply with all current state statutes pertaining to on-the-job injuries and duty-related illnesses.

Section 12.6. Benefits While On Leave. Unless otherwise stated in this Article or otherwise required by law, length of service shall not accrue for an employee who is on an approved non-pay leave status. Accumulated length of service shall remain in place during that leave and shall begin to accrue again when the employee returns to work on a pay status. Unless otherwise stated in this Article, an employee returning from leave will have the employee's seniority continued after the period of the leave. Upon the employee's return, the Village will place the employee in the employee's previous job if the job is vacant; if the job is not vacant, the employee will be placed in the first available opening in the employee's classification or in a lower rated classification according to the employee's seniority, where skill and ability to perform the work without additional training is equal. If, upon expiration of the leave of absence, there is no work available for the employee or if the employee could have been laid off according to the employee's seniority except for the employee's leave, the employee shall go directly on layoff. During the approved leave of absence or layoff under this Agreement, the employee shall be entitled to continuation or conversion coverage under applicable group medical (pursuant to COBRA) and life insurance plans to the extent provided in such plans, provided the employee makes arrangements for the change and arrangements to pay the entire insurance premiums involved, and any additional surcharges as allowed by law, including the amount of premium previously paid by the Village.

Section 12.7. Non-Employment Elsewhere. A leave of absence will not be granted to enable an employee to try for or accept employment elsewhere or for self-employment. Employees who engage in employment elsewhere during such leave may be subject to immediate discipline, including without limitation discharge.

Section 12.8. Military Leave. Military leaves will be granted in accordance with applicable laws. The Village will pay an employee for a maximum of forty (40) hours at regular pay on an annual basis in the case of short-term military leave for annual reserve training. The balance will be unpaid. Benefits will be continued for a maximum of three (3) weeks in the case of such short-term annual reserve training military leave. If an employee is called for extended active duty, an employee will be paid the employee's normal salary for the first thirty (30) days of extended active duty. The balance of the leave will be unpaid. Benefits will be subject to Section 12.6 and the terms of the applicable plans except that during the first ninety (90) days of extended active duty, the Village will continue to contribute towards an employee's medical insurance coverage, including dependent coverage, in the same amount as if the employee were actively employed.

Section 12.9. Family Medical Leave Act. Employees are now covered under the federal Family and Medical Leave Act of 1993. Employees who have worked for the Village for at least twelve (12) months, and who have worked at least 1,250 hours over the previous twelve (12) months, are eligible for up to twelve (12) weeks total of paid and/or unpaid leave in any twelve (12) month period for: birth, adoption, or foster care of a child or a serious health condition (as defined below) of an employee or immediate family member (as defined below) requiring in-patient care or continuing treatment by a health care provider.

An “immediate family member” is an employee’s son or daughter, spouse or parent. A son or daughter is a child either under the age of eighteen (18), or eighteen (18) years of age or older but incapable of self-care because of a mental or physical disability. A “serious health condition” is an injury, illness, impairment or physical or mental condition that requires certification from a health care provider for leave based on a serious health condition. The disability portion of pregnancy leave is considered a serious health condition for purposes of the Family and Medical Leave Act. This would normally end six (6) weeks after a normal birth or eight (8) weeks after a caesarean section.

Employees must provide the Village with at least thirty (30) days’ notice if possible before taking such leave, or notify the Village as soon as practical.

ARTICLE XIII

EMPLOYEE WELLNESS AND FITNESS

Section 13.1. Physical Fitness Requirements. Each employee's participation in any established and recognized departmental physical fitness program shall be on a mandatory basis. The Village retains the right to require that an employee take a fitness test, (not more than one (1) time per calendar year). Refusal to participate in the departmental fitness program or to take a fitness test may be cause for discipline.

Any mandatory departmental physical fitness program will include individualized goals. No employee will be disciplined for failure to meet any goals that may be established, as long as the employee makes a good faith effort to meet any such goals but may be taken into account in connection with evaluations and assignments. The foregoing shall not be construed to relieve an employee of his/her obligation to meet job-related physical fitness standards.

If the Village has reason to believe that an employee may not be fit for duty, the Village may require, at its expense, that the employee have a medical examination and/or psychological examination by a qualified and licensed physician and/or psychologist selected by the Village. If requested by the employee, the Village shall provide the employee with the reason or reasons for requiring the employee to undertake a fitness for duty examination.

Financial incentives shall be available for employees who take the fitness test and whose average score is at or above the fortieth percentile in accordance with the following schedule:

<u>Standard</u>	<u>Incentive Pay</u>
Good (40% to 64%)	\$150.00
Excellent (65% to 89%)	\$200.00
Superior (90% or above)	\$250.00

ARTICLE XIV

WAGES AND OTHER PAY PRACTICES

Section 14.1. Wage Schedule. Employees shall be compensated at a minimum in accordance with the wage schedules attached to this Agreement as Attachment A.

Section 14.2. Retroactivity. All employees covered by this Agreement who are employed by the Village on the date this Agreement is executed shall receive retroactive pay from January 1, 2023 to the date of the signing of this Agreement, for all straight-time and overtime hours (inclusive of special details) worked from January 1, 2023 to the date of the signing of this Agreement. Overtime hours for the retroactive pay, beginning January 1, 2023, are to be calculated based upon each employee's actual overtime hours worked from January 1, 2023, to the execution date of this Agreement. This retroactive pay will not occasion any increase in fringe benefits payments by the Village for the retroactive period in question. Employees shall receive the retroactive paychecks within forty-five (45) days of the execution of this Agreement or as soon as is reasonably possible.

Section 14.3. Tuition Reimbursement. Subject to budgeted funds being made available in the Department's budget, the Village shall, upon prior request and approval, provide reimbursement for costs for tuition, course fees, and books for an employee taking courses in accredited programs in accredited institutions of higher education, subject to the following provisions:

1. The course shall be job related, or be a necessary credit towards a job related degree.
2. The employee must request the approval of the Chief of Police prior to August 1 for any courses to be taken in the following fiscal year, and the approximate dollar amount of the request. Approvals of tuition requests will be made by December 1. Reimbursements are made within 30 days after receipt of completion, with submission of final grade as outlined below.
3. The course must be completed and the employee must receive a grade of at least:
 - (a) C in an alphabetical system;
 - (b) 70 out of 100 in a numeric system;
 - (c) Pass in pass/fail system.
4. The employee must still be actively employed at the time of completion of the course.
5. Tuition reimbursement shall not exceed the cost of tuition to take the same course or program at a public college or university.
6. The employee shall be reimbursed within a reasonable period of time after completing the approved course with the requisite grade.

7. If an employee voluntarily leaves the Village within two (2) years of the time of reimbursement the employee must pay back the Village for the reimbursement.

Section 14.4. Reimbursement for Expenses. When an employee of the Village is on Village business and shall be required to be outside the Village limits pursuant to said duty for training, pick-up and/or delivery of prisoners, or out-of-state travel on Village business, but excluding travel to court, said employee shall be reimbursed for expenses in the following manner:

(a) If an employee is required to use the employee's personal vehicle, the employee shall be allowed the rate per mile allowed by the Internal Revenue Service at such times;

(b) If an employee is required to utilize overnight lodging, the employee shall be eligible for reimbursement assuming such lodging has been approved by the Village in advance;

(c) The employee will be reimbursed up to the maximum amount per day for meals, as provided in applicable Internal Revenue Service regulations governing same.

An employee may request to be reimbursed on either a per diem basis or an actual expense basis, but only the Police Chief may authorize per diem reimbursement. Whichever reimbursement method is used, it must be used for the entire time period covering the reimbursement (e.g., an employee cannot be reimbursed on a per diem basis for Monday and Wednesday and on an actual expense basis for Tuesday and Thursday).

For per diem reimbursement, the Village adopts the IRS's high/low method. The Village will assume the low amount unless the employee establishes that the high amount is applicable. If the high amount is justified based on location, then that will be paid as the per diem (no receipts required).

The Village will always use the current published IRS per diem and mileage reimbursement amounts, rounding any reimbursement amounts with half-pennies up to the nearest whole penny.

The date of departure and date of arrival will be prorated as a half-day of reimbursement. The employee must justify an amount other than the current low cost amount.

In order for an employee to be eligible for reimbursement for expenses, including meals, mileage and lodging, on an actual expense basis, the employee shall provide the Village with written receipts for meals and lodging and an expense report for the mileage and said employee shall have received previous written approval from the Chief or the Chief's designee for incurring said expenses.

Regardless of the applicable reimbursement method, the reimbursable expenses shall be paid to the employee on the next scheduled warrant list, which is issued on a semi-monthly basis.

Section 14.5. Officer In Charge. When an officer is assigned to be in charge of a watch, said officer shall be paid \$45.00 per eight-hour shift. Affected officers shall receive said compensation on a pro rata basis for all hours so worked.

Section 14.6. Special Details. Employees interested in working special details will be required to have their name placed on any or all of the following three (3) special detail lists:

1. General Special Detail List.
2. Beach Patrol Detail List.

All details will be worked on the officer's scheduled off-duty time. Officers shall be assigned to details using the following priorities:

1. Officers on appropriate lists;
2. Normal duty schedule and availability;
3. To the extent reasonably possible, equitable distribution of details.

The Department reserves the right to assign other officers whose names may not be on the special detail lists to special details in case of unusual circumstances; however, officers will not be obliged to work on their vacation days unless on a voluntary basis. With the permission of their supervisor, officers assigned to a special detail may, unless the order indicates otherwise, secure a substitute from the ranks of the Department to handle the assigned detail. It will remain the responsibility of the officer originally assigned to ensure that the detail is properly fulfilled. Details will be assigned at least seven (7) days in advance, except in the case of an emergency. Details assigned upon short notice (less than seven (7) days) will be on a voluntary basis except in the case of an emergency. Details will be paid at one and one-half (1 ½) times the officer's regular straight-time rate of pay. Details will be billed for a minimum of two (2) hours. In the event that a Village initiated extra duty detail is canceled by the Village and an officer does not receive notice of such cancellation at least two (2) hours prior to the designated start of such extra detail, such officer shall receive two (2) hours compensation at the officer's regular hourly rate of pay. Although the Village does not have control over the cancellation of a third party initiated detail, the Village will make a reasonable effort to notify an officer of such cancellation and will notify the third party that the failure to notify an officer at least two (2) hours prior to the designated start of such extra detail will obligate the third party to compensate the officer for a minimum of two (2) hours at the officer's regular hourly rate of pay.

Section 14.7. Firearms Incentive Pay. In order to be eligible for firearms incentive pay, an employee must be employed during the calendar year, and must participate in and pass the annual qualification test. Eligible employees will be paid a firearms incentive of \$1,500.00 on or before December 5 of each year. If an eligible officer retires or is separated from employment prior to December 5, the incentive will be paid on the officer's final paycheck.

Section 14.8. Field Training Officer Pay. Officers who serve in the capacity of a "Field Training Officer" shall receive one (1) hour of pay at their respective straight-time hourly rates of pay for each eight (8) hour day engaged in the active training of a recruit police officer and

one and one-half hours pay at their respective straight-time hourly rates of pay for each twelve (12) hour day engaged in the active training of a recruit officer

Section 14.9. Retirement Bonus. The parties agree that upon retirement, any employee retiring from the Village's Police Department during the term of this Agreement who gives the Village at least forty-five (45) days' written notice in advance of the date of retirement, and who has the minimum number of years of service as set forth below will receive the following retirement bonus:

<u>Years of Service</u>	-	<u>Retirement Bonus</u>
25 years or more	-	1 month's regular salary
20-24 years	-	75% of 1 month's regular salary
15-19 years	-	50% of 1 month's regular salary

After giving 45 days' written notice, the employee has a one-time option to withdraw with no reduction in the retirement bonus unless the employee withdraws the notice of retirement with only fourteen (14) or less days prior to the date of retirement, in which case the bonus will be reduced by 50% of whatever bonus category (above) the employee is eligible to receive.

ARTICLE XV

UNIFORMS AND EQUIPMENT

Section 15.1. Uniforms and Equipment. Effective January 1, 2020, the Village agrees to provide each Officer with a uniform allowance each fiscal year (January 1 - December 31) in the amount of \$870.00 if the Officer has been employed for at least one (1) year as of the beginning of the fiscal year. Effective January 1, 2020, the Village agrees to provide each Officer assigned to the position of Investigator with a uniform allowance each fiscal year (January 1 – December 31) in the amount of \$1,050. The applicable uniform allowance shall be included on the second January paycheck received by the officers.

A new Officer hired between January 1st and June 30th shall be eligible for 50% of the uniform allowance as of January 1 of the following fiscal year. A new Officer hired between July 1st and December 31st will not be eligible for a uniform allowance for the following fiscal year.

A list of approved equipment and uniform items shall be posted for the Chapter by the Chief of Police or his designee on an annual basis.

Each officer covered by this Agreement acknowledges receipt of the full and complete initial issue of the required uniform for the Winnetka Police Department. If the Village requires a change in the design, color or substance of the uniform (which change of design, color or substance shall be in the sole discretion of the Village), the Village will provide an initial issue to each officer covered by this Agreement without charge or deduction from the annual uniform allowance. Employees are responsible for cleaning and maintenance of their uniforms, and shall maintain a professional appearance at all times.

Section 15.2. Equipment Turn In. Employees must return all uniforms and equipment to the Village upon request and in any event upon termination.

Section 15.3. Safe Equipment. It shall be the responsibility of the Village to provide safe equipment for the employees. Any concerns regarding safe equipment brought to the attention of the Chief or the Chief's designee by the Association shall be investigated and if warranted, rectified as considered appropriate by the Village.

ARTICLE XVI

INSURANCE

Section 16.1. Coverage. The Village shall provide medical insurance, life insurance and dental insurance coverage and benefits for employees and their dependents as set forth herein. Notwithstanding the foregoing, the Village retains the right to change insurance carriers, to self-insure or to adopt a Health Maintenance Organization ("HMO") or PPO plan for the provision of life insurance, medical benefits, or dental benefits result in substantially similar coverage and benefits. In addition, the Village retains the right to change provisions in its health and dental insurance program, provided the new coverage and benefits are substantially similar to the coverage and benefits that were in effect on January 1, 2019.

Section 16.2. Medical Insurance. The Village shall provide medical insurance coverage for employees commencing the first day of the calendar month following the employee's completion of thirty (30) days of service as a peace officer in rank. Employees shall, regardless of type of coverage selected (e.g., single, single plus 1, family coverage) contribute 12.5% of the monthly premium from the employee's pre-tax dollars per month by means of a payroll deduction.

During the term of the Agreement, the Village's PPO plan will be implemented as specified below:

IN NETWORK

ITEM	EFFECTIVE THROUGH 12/31/2023
Individual Out of Pocket Maximum	\$1,500
Family Out of Pocket Maximum	\$2,000
Individual Deductible	\$400
Family Deductible	\$1,200
Co-Insurance after Deductible	90%

OUT OF NETWORK

ITEM	EFFECTIVE THROUGH 12/31/2023
Individual Out of Pocket Maximum	\$3,750
Family Out of Pocket Maximum	\$7,500
Individual Deductible	\$950
Family Deductible	\$2,750
Co-Insurance after Deductible	70%

PRESCRIPTION CO-PAYS—IN PHARMACY PURCHASES

ITEM	EFFECTIVE THROUGH 12/31/2023
Generic	\$12.50
Brand if no generic available	\$25.00
Brand if generic IS available	\$45.00

PRESCRIPTION CO-PAYS—MAIL ORDER

ITEM	EFFECTIVE THROUGH 12/31/2023
Generic	\$25.00
Brand if no generic available	\$50.00
Brand if generic IS available	\$90.00

Beginning January 1, 2024, and through the remainder of the term of the CBA, the Village may change the foregoing amounts. If the Village changes the foregoing amounts, the Village shall implement a Health Reimbursement Arrangement (“HRA”) funded by the Village for employees who participate in the HMO or PPO plan (not the High Deductible or PPO2 plans) so that the employees’ net out of pocket expenses (other than premiums) do not exceed the amounts that would have been paid had the foregoing limitations been in effect. The contributions as provided for above shall be made by means of a payroll deduction and the Village will pay the remainder of the cost, provided that a contribution of the same amount or more is mandated for all unrepresented Village employees.

Section 16.3. High Deductible Health Insurance Plan. The Village is offering, on a voluntary basis, the opportunity for Village employees to participate in a higher deductible health insurance plan (PPO2 Plan). In addition, the Village retains the right to introduce on a voluntary basis a high deductible health insurance plan.

Section 16.4. Life Insurance. The Village shall supply employees with term life insurance commencing the first day of the calendar month following the employee’s completion of thirty (30) days of service as a peace officer in an amount equivalent to the employee’s annual base salary. The Village shall offer each employee covered by this Agreement, upon that employee’s retirement, the option of converting his term life insurance policy to a whole life insurance policy, with the employee paying all subsequent premiums for said insurance policy.

Section 16.5. Terms of Insurance Policies to Govern. The extent of coverage under the insurance plan documents referred to in this Agreement shall be governed by the terms and conditions set forth in those policies. Any questions or disputes concerning such insurance documents, or benefits under them, shall be resolved in accordance with the terms and conditions set forth in the policies and shall not be subject to the grievance and arbitration procedures set forth in this Agreement. The failure of any insurance carrier(s) or organization(s) to provide any benefit for which it has contracted or is obligated shall result in no liability to the Village, nor shall such failure be considered a breach by the Village of any obligation under this Agreement.

However, nothing in this Agreement shall be construed to relieve any insurance carrier(s) or organization(s) from any liability it may have to the Village, Village employee or beneficiary of any Village employee.

Section 16.6. Retiree Medical Insurance Benefits. Retired persons will be allowed at their own cost (retiree pays 100%) to continue to participate in the Village's single and dependent coverage group medical plan (regular plan under age 65 and Medicare supplement if age 65 or older) in accordance with the terms of the plan if the retiree had a minimum of twenty (20) years of continuous service with the Village and was eligible to receive or had a vested right to a pension from the Village at the time of termination of employment with the Village. This retiree benefit is not intended to be treated as a vested benefit and is subject to modification or termination upon expiration of the Agreement.

Section 16.7. Flex Plan. The Village will offer employees, under the same terms and conditions that are offered from time to time to other Village employees, the opportunity to participate in the Village Section 125 Flex Plan. The Village will continue to offer this program only so long as the program continues to be authorized by the Internal Revenue Service.

Section 16.8. Establishment of Retirement Health Savings (RHS) Plan. Since MAP has notified the Village in writing that the bargaining unit wants to be covered by a Retirement Health Savings Plan, the Village will work cooperatively with MAP to establish an RHS with ICMA-RC. The terms of such agreement are to be mutually agreed upon, at no cost to the Village.

ARTICLE XVII

OUTSIDE EMPLOYMENT

Section 17.1. Outside Employment. The Chief of Police may restrict off-duty employment in the best interests of Department operations. Employees may be allowed to engage in off-duty employment up to a maximum of twenty (20) hours per week subject to the prior written approval of the Chief of Police or the Chief's designee, and such requirements as may be set forth by general order or rules and regulations. Prior written approval of the Chief of Police shall not be arbitrarily denied.

ARTICLE XVIII

STATUTORY RIGHTS

Section 18.1. Bill of Rights. The Village agrees to abide by the lawful requirements of the “Uniform Police Officer’s Disciplinary Act”, 50 ILCS 725/1-725/7 as amended.

Section 18.2. Personnel Files. The Village agrees to abide by the lawful requirements of the “Personnel Records Review Act”, 820 ILCS 40/1-40/13 as amended.

Section 18.3. Non-Discrimination. The Village and the Chapter agree not to discriminate against any employee covered by this Agreement in a manner which would violate federal or state laws on the basis of race, sex, creed, religion, color, marital status, age, national origin, political affiliation and/or beliefs, mental and/or physical handicap and union activities or non-union activities.

Section 18.4. Access to Grievance Procedure. The parties agree that an alleged violation of any of the above Sections of this Article may not be taken to the arbitration step of the grievance procedure absent the specific written agreement of both the Village and the Association.

ARTICLE XIX

DISCIPLINE

Section 19.1. Just Cause. No employee shall be suspended or discharged except for just cause, with the exception that probationary employees may be suspended or discharged with or without cause.

Section 19.2. Union Representation. When requested by an employee, the employee shall be entitled to the presence of a Union representative at an interview or interrogation (including a “fact-finding” interview) if the employee reasonably believes that such questioning may lead to discipline, provided that such bargaining unit employee is not also subject to the same investigation and/or is a witness to the matter being investigated. For purposes of this Section, “Union representative” means any non-probationary member of the bargaining unit. The presence of a Union representative shall not interfere with the Village’s questioning or with the employee’s obligation to respond to questions relevant to the matter being investigated.

Section 19.3. Grievance Arbitration. Discipline imposed on bargaining unit members in the nature of a written reprimand or less is solely subject to review under the grievance procedure, through Step 3 (to the Chief of Police) and is not arbitrable.

Discharge or suspension involving any time off with loss of pay shall only be for just cause. The Chief of Police shall have the authority to suspend without pay or to terminate any bargaining unit employee without the requirement to have a hearing before the Winnetka Board of Fire and Police Commissioners. Any discharge or suspension of non-probationary bargaining unit employees shall be subject to resolution through the grievance and arbitration procedure set forth in this Agreement. Any affected employee covered by this Agreement, upon being served with written notice of a discharge or suspension, shall have the right to file his or her grievance, pursuant to Section 6.3 of this Agreement in order to appeal such disciplinary action. Such grievance shall be filed at Step 4 of the grievance procedure by serving written notice to the Chief of Police or designee within ten (10) calendar days of the grievant having been served with the written notice of discipline.

The parties shall follow the procedures set forth in Section 3 of Article VI of this Agreement to resolve a grievance regarding discharge or suspension. The parties agree that they will accomplish the selection, appointment and hearing in as expeditious a manner as possible.

The grievance and arbitration procedure in Section 3 of Article VI of this Agreement shall be the sole recourse for appealing discharge and suspension action and shall be in lieu of the provisions of the state statute governing discharge and suspension proceedings before the Winnetka Board of Fire and Police Commissioners.

An arbitrator’s award shall be final and binding, as stated in Section 6.4 of this Agreement, and any request for judicial review shall be exclusively under and in accordance with the Uniform Arbitration Act (710 ILCS 5/1, *et seq.*) and Section 8 of the Illinois Public Labor Relations Act (5 ILCS 315/8).

ARTICLE XX

INVESTIGATORS

Section 20.1. Investigators. The Department reserves the right to select officers to work as investigators in the investigation unit. The Department, in order to encourage fairness in the professional growth of employees, agrees to adopt a personnel policy which shall set forth factors to be considered in selecting employees as investigators. A list of qualified employees shall be compiled by the Department. The following shall be considered in compiling an eligibility list:

1. The officer should have at least five (5) years of patrol experience.
2. The officer should have above average evaluations.
3. The officer should be actively involved in a specialized area (e.g., ET, FTO, etc.).

Investigators should be assigned, subject to Department needs, and continued satisfactory performance, to a term specified by the Chief of Police. Generally, such term shall not exceed five (5) years at a time if other qualified employees are available, except in emergency situations. Investigators shall receive an annual stipend of \$800 per fiscal year (pro rata if assigned for less than a fiscal year).

ARTICLE XXI

FIRE AND POLICE COMMISSION

Section 21.1. Fire and Police Commission. The parties recognize that the Village of Winnetka Fire and Police Commission has certain statutory authority over employees covered by this Agreement, including but not limited to the right to make, alter, and enforce rules and regulations. Except as otherwise specifically provided herein, nothing in this Agreement is intended in any way to replace or diminish any such authority.

ARTICLE XXII

MISCELLANEOUS PROVISIONS

Section 22.1. Ratification and Amendment. This Agreement shall become effective when ratified by the Village Board and the Association Chapter and signed by authorized representatives thereof, and may be amended or modified during its term only with the mutual written consent of both parties.

Section 22.2. Gender. Wherever the male gender or female gender is used in this Agreement, it shall be considered to include both males and females equally.

Section 22.3. Light Duty. An employee who has been on an authorized medical leave due to an injury or illness may upon a light duty release from the employee's physician, and upon presentation of said release to the Chief, return to a light duty assignment within the Police Department if such light duty assignment exists. Said assignment shall be as directed by the Chief and may result in reassignment of other bargaining unit employees. The parties understand that light duty refers to a temporary assignment anticipated to be six (6) months or less and that it is not the intent that said light duty is to be of a permanent or "make work" nature. If more than one (1) officer seeks a light duty assignment at the same time, the officer who is first able to return to work on light duty will be given priority. There shall be no pyramiding of benefits of light duty assignments with workers' compensation or other disability benefits.

Section 22.4. No Solicitation. While the Village acknowledges that the Chapter may be conducting solicitation of Winnetka merchants, residents or citizens, the Chapter agrees that none of its officers, agents or members will solicit any person or entity for contributions on behalf of the Winnetka Police Department or the Village.

The Chapter agrees that the Village name, shield or insignia, communications systems, supplies and materials will not be used for solicitation purposes. Solicitation by bargaining unit employees may not be done on work time. Neither the Chapter nor the Metropolitan Alliance of Police may use the words "Winnetka Police" in its name or describe itself as "Winnetka Police Chapter 54."

The foregoing shall not be construed as a prohibition of lawful solicitation efforts by the Chapter or the Metropolitan Alliance of Police directed to the general public, nor shall it limit the Village's right to make public comments concerning solicitation.

Section 22.5. Americans with Disabilities Act. Notwithstanding any other provisions of this Agreement, it is agreed that the Village has the right to take any actions needed to be in compliance with the requirements of the Americans with Disabilities Act.

Section 22.6. Drug and Alcohol Testing. The Village may require an employee to submit to urine and/or blood tests if the Village determines there is reasonable suspicion for such testing, and provides the employee with the basis for such suspicion in writing within 48 hours of when the test is administered. If the written basis is not provided prior to the actual test, a verbal statement of the basis will be provided prior to administering the test. In addition, effective January 1, 2004, the Village may conduct random drug and alcohol testing up to two times per

calendar year. The total number of random tests each time shall not exceed 25% of the total number of sworn employees in the Winnetka Police Department. If the Village exercises its right to conduct such random tests, the group from which employees will be selected randomly will include all sworn employees in the rank of police officer and above. The selection of employees to be randomly tested shall be provided by the outside contractor that the Village uses to randomly select the employees who are to be tested.

Unless specifically provided otherwise in this Section 22.6, the testing procedure shall be in accordance with Section 5 of the Village of Winnetka Employment and Safety Policy and Regulations for Employees Holding Commercial Drivers' Licenses.

The results of any positive tests shall be made available to the Chief of Police. If an employee tests positive for the use of a proscribed drug (i.e., an illegal drug, contraband), the Chief of Police can take such action as the Chief of Police in his discretion deems appropriate. The first time an employee tests positive for substance abuse involving something other than a proscribed drug, the employee shall be required to enter and successfully complete the Village's Employee Assistance Program ("EAP") during which time the employee may be required to submit to random testing with the understanding that if the employee again tests positive, the Chief of Police can take such action as the Chief of Police in his discretion deems appropriate. Notwithstanding the foregoing, the Chief of Police retains the right to take such action as the Chief of Police in his discretion deems appropriate if an employee consumes alcohol while on duty.

The illegal use, sale or possession of proscribed drugs at any time while employed by the Village, abuse of proscribed drugs, as well as being under the influence of alcohol or the consumption of alcohol while on duty, may be the cause for discipline, up to and including termination, subject to the affected officer's rights before the Board of Fire and Police Commissioners, pursuant to State Law. While such disciplinary issues shall be subject to the exclusive jurisdiction of the Board of Fire and Police Commissioners, all other issues relating to the testing process (e.g., whether there is reasonable suspicion for ordering an employee to submit to a test, whether a proper chain of custody has been maintained, etc.), may be grieved in accordance with the grievance and arbitration procedure set forth in this Agreement.

Section 22.7. Voluntary Request for Assistance. Employees with a drug and/or alcohol related problem are encouraged to seek assistance for their problem through the Village's Employee Assistance Program. The Village shall take no adverse employment or disciplinary action against any employee because the employee seeks treatment, counseling, or other help for a drug and/or alcohol related problem or because of information disclosed by the employee concerning drug or alcohol use during such treatment or counseling. The preceding sentence applies only where the request by the employee for treatment, counseling, or other help is made by the employee before being required to submit to drug or alcohol testing unless the results of such test are negative.

Any employee who tests positive for an illegal drug or for alcohol pursuant to reasonable suspicion or random testing while enrolled in the Employee Assistance Program shall nevertheless be subject to discipline the same as any other employee who tests positive for an illegal drug or for alcohol pursuant to reasonable suspicion or random testing. The costs of any

treatment or counseling under the Employee Assistance Program shall be covered by the Village insurance plan to the extent permitted under the terms of the plan. Information regarding employees' requests for assistance or regarding their participation in the Employee Assistance Program shall be held confidential in accordance with the confidentiality requirements of the Program. Enrollment in the Employee Assistance Program will not protect an employee from discipline if, prior to applying for the Program, the employee is under investigation for illegal drug use or for abuse of alcohol or is aware that such an investigation is imminent.

Section 22.8. Vehicle Locator Equipment. The Village agrees that for the term of the parties' 2023-2026 collective bargaining agreement, information and/or data obtained from the automatic vehicle locator equipment (i.e., GPS equipment) will not be the sole basis for taking any disciplinary action against an employee

Section 22.9. Rest Period. An officer covered by this Agreement who is called to assist with mutual aid commitments such as NIPAS NORTAF, and MCAT shall be allowed, if the officer so requests, a minimum unpaid mandatory rest period of at least six (6) hours before returning to the officer's regularly scheduled shift assignment. If the unpaid period overlaps the regularly assigned duty day, the overlapping number of hours from the rest period shall be paid at straight time pay and deducted from an equal number of overtime hours generated by the callout.

ARTICLE XXIII

LABOR-MANAGEMENT COMMITTEE

Section 23.1. Labor Management Committee. At the request of either party, the designated Chapter representatives and the Police Chief or their designees shall meet at least quarterly to discuss matters of mutual concern that do not involve negotiations. The designated Chapter Representative may invite other bargaining unit members (not to exceed two) to attend such meetings. The Police Chief may invite other Village representatives (not to exceed two) to attend such meetings. The party requesting the meeting shall submit a written agenda of the items it wishes to discuss at least seven (7) days prior to the date of the meeting. Employees scheduled to work will notify the Police Chief prior to their attendance at a meeting and if such attendance is approved, the employee will be permitted to attend the meeting during his regular hours of work with no loss of pay.

A Labor-Management Committee shall not be used for the purpose of discussing any matter that is being processed pursuant to the grievance procedure set forth in this Agreement or for the purpose of seeking to negotiate changes or additions to this Agreement.

ARTICLE XXIV

SAVINGS CLAUSE

Section 24.1. Savings Clause. In the event any Article, Section or portion of this Agreement shall be held invalid and unenforceable by any board, agency or court of competent jurisdiction, such decision shall apply only to the specific Article, Section or portion thereof specifically specified in the board, court or agency decision; and upon issuance of such a decision, the Village and the Association Chapter agree to notify one another and to begin immediately negotiations on a substitute for the invalidated Article, Section or portion thereof.

ARTICLE XXV

ENTIRE AGREEMENT

Section 25.1. Entire Agreement. This Agreement constitutes the complete and entire Agreement between the parties and concludes the collective bargaining between the parties for its term. This Agreement supersedes and cancels all prior practices and agreements, whether written or oral, which conflict with the express terms of this Agreement. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law or ordinance from the area of collective bargaining and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The Association Chapter specifically waives any right it may have to impact or effects bargaining for the life of this Agreement.

ARTICLE XXVI

TERMINATION

Section 26.1. Termination in 2026. This Agreement shall be effective as of January 1, 2023 and shall remain in full force and effect until midnight December 31, 2026. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least seventy (70) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiation shall begin no later than sixty (60) days prior to the anniversary date. Notwithstanding any provision in this Article or Agreement to the contrary, this Agreement shall remain in full effect after expiration date and until a new agreement.

Executed this ____ day of _____ 2023.

METROPOLITAN ALLIANCE OF POLICE
WINNETKA POLICE CHAPTER #54

THE VILLAGE OF WINNETKA
ILLINOIS

Keith George
President, M.A.P.

Village President

President, M.A.P. Police
Chapter #54

Village Clerk

ATTACHMENT A

Employees employed by the Village of Winnetka shall be compensated at a minimum in accordance with the following step schedule if they have been employed by the Village as a police officer in rank for the minimum number of years set forth in such schedule.

Percentage Change			3.50%	3.50%	3.50%	3.50%
			1/1/2023	1/1/2024	1/1/2025	1/1/2026
		Current	To	To	To	To
Steps			12/31/2023	12/31/2024	12/31/2025	12/31/2026
A	Start	\$77,023	\$79,719	\$82,509	\$85,397	\$88,386
B	1 Year	\$81,518	\$84,371	\$87,324	\$90,380	\$93,544
C	2 Years	\$83,898	\$86,834	\$89,874	\$93,019	\$96,275
D	3 Years	\$90,502	\$93,670	\$96,948	\$100,341	\$103,853
E	4 Years	\$94,994	\$98,319	\$101,760	\$105,322	\$109,008
F	5 Years	\$99,488	\$102,970	\$106,574	\$110,304	\$114,165
G	6 Years	\$103,980	\$107,619	\$111,386	\$115,284	\$119,319
H	10 Years	\$108,477	\$112,274	\$116,203	\$120,270	\$124,480



Agenda Item Executive Summary

TITLE: Ordinance No. MC-12-2023: Amending Title 16 of the Winnetka Village Code and Chapters 17.30 and 17.50 of the Winnetka Zoning Ordinance Regarding Lot Consolidations (Introduction)

PRESENTER: David Schoon

AGENDA DATE: December 5, 2023

CONSENT: No

ITEM TYPE: Ordinances and Resolutions

ITEM HISTORY:

11-14-23 - Village Council conducted a study session regarding bluff steep slope regulations & creation of large lots through the consolidation process.

EXECUTIVE SUMMARY:

On Tuesday, December 5, 2023, the Village Council is scheduled to hold a public hearing on and consider introduction of Ordinance No. MC-12-2023 , 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**).

The Village Manager of the Village of Winnetka has applied for the Village Council to consider amending Title 16, Subdivision, and Title 17, Zoning, of the Winnetka Code of Ordinances ("Ordinance Amendments") requiring special use permit approval for certain multiple lot consolidations.

The hearings were properly noticed in the *Chicago Tribune* on November 20, 2023. As of the date of this memo, staff has not received any written comments from the public regarding this application.

On November 14, 2023, the Village Council held a study session at which it continued 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 November study session staff presented information regarding potential 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.

The proposed 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			8,400 sf	12,600 sf	16,000 sf	24,000 sf	48,000 sf
Interior Lot							
Minimum Required Lot Area			8,900 sf	13,300 sf	16,800 sf	25,200 sf	50,400 sf
Corner Lot							

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			60 ft	60 ft	75 ft	100 ft	150 ft
Interior Lot							
Minimum Required Average Lot Width			70 ft	70 ft	85 ft	115 ft	150 ft
Corner Lot							

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.)

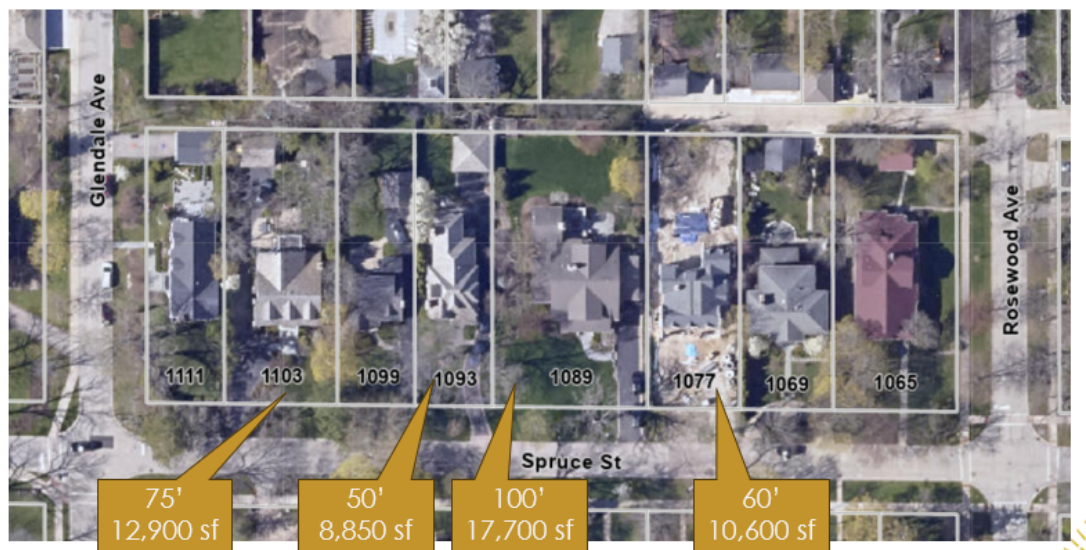


Figure 1 - R-5 Single Family District
Minimum Required Interior Lot Width – 60’; Minimum Required Interior Lot Area – 8,400 sf

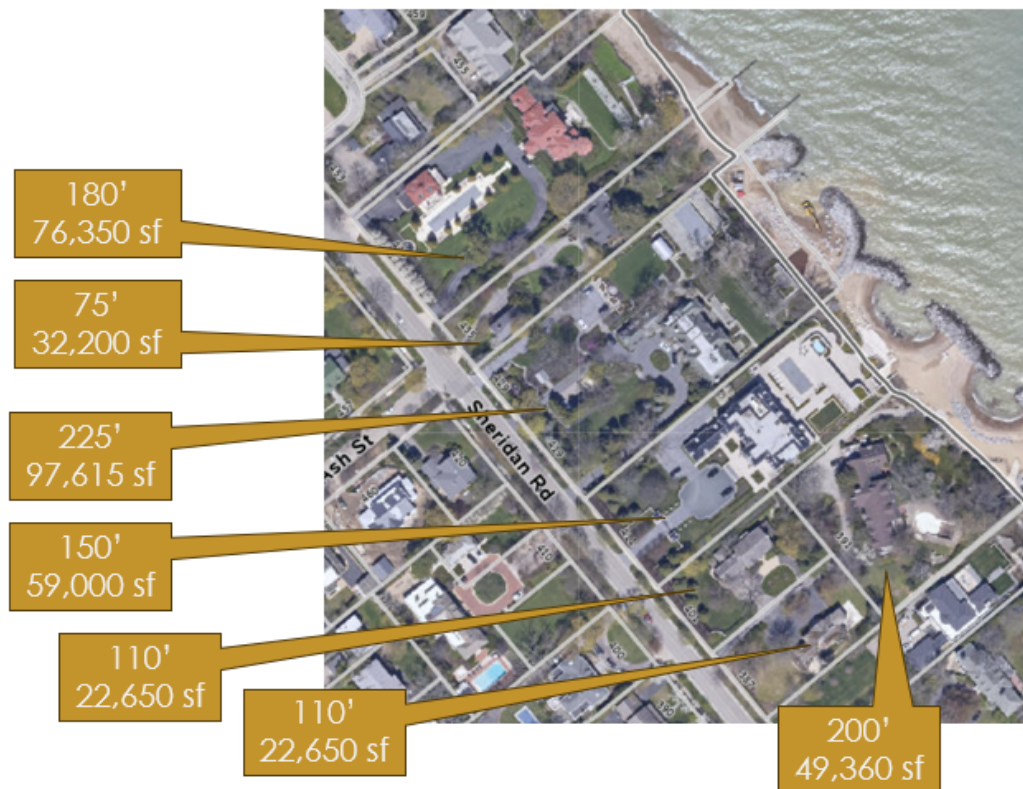


Figure 2 - R-2 Single Family District
Minimum Required Interior Lot Width – 100’; Minimum Required Interior Lot Area – 48,000 sf

Under the proposed ordinance, should an applicant request a lot consolidation that would result in a lot two times wider 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 proposed 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 proposed 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:

1. the installation of additional landscaping on the lot;
2. an increase in any minimum required yard or yards on the lot beyond what is required by the zoning ordinance;
3. a restriction on the maximum gross floor area on the lot;
4. a restriction on the maximum roofed lot coverage on the lot;
5. a restriction on the maximum total area of impermeable surfaces on the lot;
6. a requirement to provide preliminary conceptual plans as are reasonably necessary to evaluate the proposed special use request; and
7. 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.

RECOMMENDATION:

The Council is scheduled to hold a public hearing and consider introduction of Ordinance No. MC-12-2023 – Amending Title 16 of the Winnetka Village Code and Chapters 17.30 and 17.50 of the Winnetka Zoning Ordinance Regarding Lot Consolidations

ATTACHMENTS:

1. MC-12-2023 – Amending Title 16 of the Winnetka Village Code and Chapters 17.30 and 17.50 of the Winnetka Zoning Ordinance Regarding Lot Consolidations

**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 *Chicago Tribune* on November 20, 2023; and

WHEREAS, pursuant to Section 17.72.040 of the Zoning Ordinance, on December 5, 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.

[SIGNATURE PAGE FOLLOWS]

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



Agenda Item Executive Summary

TITLE: Ordinance No. M-17-2023: Granting a Variation from the Winnetka Zoning Ordinance to Allow the Construction of a Pickleball Court for an Existing Residence Within the R-2 Single Family Residential District (Introduction)

PRESENTER: David Schoon

AGENDA DATE: December 5, 2023

CONSENT: No

ITEM TYPE: Ordinances and Resolutions

ITEM HISTORY:

None

EXECUTIVE SUMMARY:

INTRODUCTION

On December 5, 2023, the Village Council is scheduled to consider Ordinance M-17-2023 in response to an application submitted by First Nations Bank Trust #1933 (the "Applicant") as the owner of the property located at 889 Sheridan Road (the "Subject Property"). (**Attachment 1**) The Applicant requests approval of the following zoning variation to allow construction of a pickleball court on the Subject Property:

1. **Corner Yard Setback** of 13 feet from the south property line along Tower Road, whereas a minimum of 50 feet is required, a variation of 37 feet (74%) [Section 17.30.050 – Front and Corner Yard Setbacks].

The variation is being requested in order to construct a pickleball court, measuring 37 feet by 61 feet (2,257 square feet), within the required corner yard setback from Tower Road. The plan also includes the installation of two light fixtures, measuring 20 feet in height, with external glare shields. It is important to note that zoning relief is not necessary for the lights, staff is simply referencing them as part of the overall proposed plan.

ADVISORY BOARD/COMMISSION REVIEW

The Zoning Board of Appeals (ZBA) considered the request on November 13, 2023. **Attachment 2** includes the staff report to the ZBA and the meeting minutes, which summarize the request. One public comment was received prior to the ZBA meeting, but after the posting of the November ZBA agenda materials, the comment is provided in **Attachment 3**. After hearing from the Applicant and considering the written public correspondence received, no public comments were made at the meeting, the Board discussed the request. Members expressed potential concerns regarding the noise generated from the use of the pickleball court and the impact that may have on the neighbors on the south side of Tower Road, but noted that the issue before the ZBA is the location of the pickleball court. Two

members found that the request did not meet the standards for granting a variation. One member noted that a pickleball court is not an essential amenity for a residence and the other member also noted that the court could create safety issues and congestion in the street with flying balls not being contained within the site. While other members found the lot to be unique in shape, topography, and location at the intersection of Sheridan and Tower Roads immediately west of the Village Water & Electric Plant. Ultimately, by a vote of 4-2, the ZBA voted to recommend approval of the request.

RECOMMENDATION:

Given the ZBA recommendation of approval was not unanimous, the Council will consider introduction of Ordinance No. M-17-2023.

ATTACHMENTS:

1. Ordinance No. M-17-2023: Granting a Variation from the Winnetka Zoning Ordinance to Allow Construction of a Pickleball Court (889 Sheridan)
2. November 13, 2023, ZBA Meeting Staff Report and Draft Meeting Minutes
3. Public Correspondence

ORDINANCE NO. M-17-2023

**AN ORDINANCE GRANTING A VARIATION FROM THE
WINNETKA ZONING ORDINANCE TO ALLOW THE CONSTRUCTION
OF A PICKLEBALL COURT FOR AN EXISTING RESIDENCE WITHIN
THE R-2 SINGLE FAMILY RESIDENTIAL DISTRICT
(889 Sheridan Road)**

WHEREAS, First Nations Bank Trust #1933 (*“Applicant”*) is the record title owner of the parcel of real property commonly known as 889 Sheridan Road in Winnetka, Illinois, and legally described in **Exhibit A** attached to and, by this reference, made a part of this Ordinance (*“Subject Property”*); and

WHEREAS, the Subject Property is approximately 1.42 acres in area and located within the R-2 Single Family Residential District of the Village (*“R-2 District”*) and is improved with a single-family residence; and

WHEREAS, the Applicant desires to construct a pickleball court on the Subject Property (*“Proposed Pickleball Court”*); and

WHEREAS, pursuant to Section 17.30.050 of the Winnetka Zoning Ordinance (*“Zoning Ordinance”*), the minimum required corner yard setback for the Subject Property is 50 feet; and

WHEREAS, to construct the Proposed Pickleball Court on the Subject Property, the Applicant filed an application for a variation from Section 17.30.050 to allow a corner yard setback of 13 feet from the south property line along Tower Road (*“Variation”*); and

WHEREAS, on November 13, 2023, after due notice thereof, the Zoning Board of Appeals (*“ZBA”*) conducted a public hearing on the Variation and, by a vote of four members in favor and two opposed, recommended that the Council of the Village of Winnetka (*“Village Council”*) approve the Variation; and

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

WHEREAS, the Village Council has determined that approval of the Variation for the Subject Property within the R-2 District is in the best interest of the Village and its residents;

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

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

SECTION 2: APPROVAL OF VARIATION. Subject to, and contingent upon, the terms, conditions, restrictions, and provisions set forth in Section 3 of this Ordinance, the Variation from Section 17.30.050 of the Zoning Ordinance to allow the construction of the Proposed Pickleball Court on the Subject Property is hereby granted, in accordance with and pursuant to Chapter 17.60 of the Zoning Ordinance and the home rule powers of the Village.

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

- A. **Commencement of Construction.** The Applicant must commence the construction of the Proposed Pickleball Court no later than 12 months after the effective date of this Ordinance.
- B. **Compliance with Regulations.** Except to the extent specifically provided otherwise in this Ordinance, the development, use, and maintenance of the Proposed Pickleball Court and Subject Property must comply at all times with all applicable Village codes and ordinances, as they have been or may be amended over time.
- C. **Reimbursement of Village Costs.** In addition to any other costs, payments, fees, charges, contributions, or dedications required under applicable Village codes, ordinances, resolutions, rules, or regulations, the Applicant must pay to the Village, promptly upon presentation of a written demand or demands therefor, of all fees, costs, and expenses incurred or accrued in connection with the review, negotiation, preparation, consideration, and review of this Ordinance. Payment of all such fees, costs, and expenses for which demand has been made shall be made by a certified or cashier's check. Further, the Applicant must pay upon demand all costs incurred by the Village for publications and recordings required in connection with the aforesaid matters.
- D. **Compliance with Plans.** The development, use, and maintenance of the Proposed Pickleball Court on the Subject Property must be in strict accordance with the plans prepared by H. Gary Frank Architects AIA. LTD, consisting of six sheets, with a latest revision date of October 11, 2023, copies of which are attached to, and by this reference, made part of this Ordinance as **Exhibit B (“Plans”)**, except for minor changes and site work approved by the Director of Community Development or the Director of Engineering (within their respective permitting authority) in accordance with all applicable Village codes, ordinances, and standards.

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

SECTION 5: FAILURE TO COMPLY. Upon the failure or refusal of the Applicant to comply with any or all of the conditions, restrictions, or provisions of this Ordinance, in addition

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

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

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

SECTION 8: EFFECTIVE DATE.

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

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

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

[SIGNATURE PAGE FOLLOWS]

PASSED this 5th day of December, 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: December 5, 2023

Passed and Approved: _____, 2023

EXHIBIT A

LEGAL DESCRIPTION OF SUBJECT PROPERTY

All that part of Lots 1 to 3 of Chandler's Subdivision, being a Subdivision of Block 15 of Hubbard Estate Subdivision, in the Northeast Fractional Quarter of Section 17, Township 42 North, Range 13, East of the Third Principal Meridian, as per Plat thereof recorded as document number 5849038, bounded and described as follows, to wit: Beginning at a point in the Easterly line of Sheridan Road (being the Westerly line of said Chandler's Subdivision) 30 Feet Southerly from (measured at right angles to) the Northerly line of said Chandler's Subdivision; running thence Northeasterly in a straight line to a point 36 Feet Southeasterly from (measured at right angles to) the said Northerly line of said Chandler's Subdivision at a point 180 Feet (as measured along said Northerly line of said Chandler's Subdivision) from the Easterly line of Sheridan Road; thence Northeasterly in a straight line to a point 51 Feet from (measured at right angles to) the said Northerly line of said Chandler's Subdivision at a point 255 Feet (as measured along said Northerly line of said Chandler's Subdivision) from the Easterly line of Sheridan Road; thence Northeasterly in a straight line to a point 55 feet from (measured at right angles to) the said Northerly line of said Chandler's Subdivision, at a point 357.5 Feet (measured along said Northerly line of said Chandler's Subdivision) from the Easterly line of Sheridan Road; thence Southeasterly in a straight line to a point on the Northerly line of said Lot 2 of said Chandler's Subdivision 370 feet (as measured along said Northerly line of said Lot 2) from the Easterly line of Sheridan Road; thence Southeasterly in a straight line to a point 3 Feet due North of a point in the North line of North Avenue (being the South line of said Chandler's Subdivision) said point in North Avenue being 468 Feet East (measured along the North line of said North Avenue) of the Northeast corner of Sheridan Road and North Avenue; thence South in a straight line a distance of 3 Feet to the North line of North Avenue; thence West along said North line of North Avenue a distance of 468 Feet to the point of intersection of North line of North Avenue with the Northeasterly line of Sheridan Road; thence Northwesterly along the Northeasterly line of Sheridan Road to the place of beginning, all in Cook County, Illinois.

Commonly known as 889 Sheridan Road, Winnetka, Illinois.

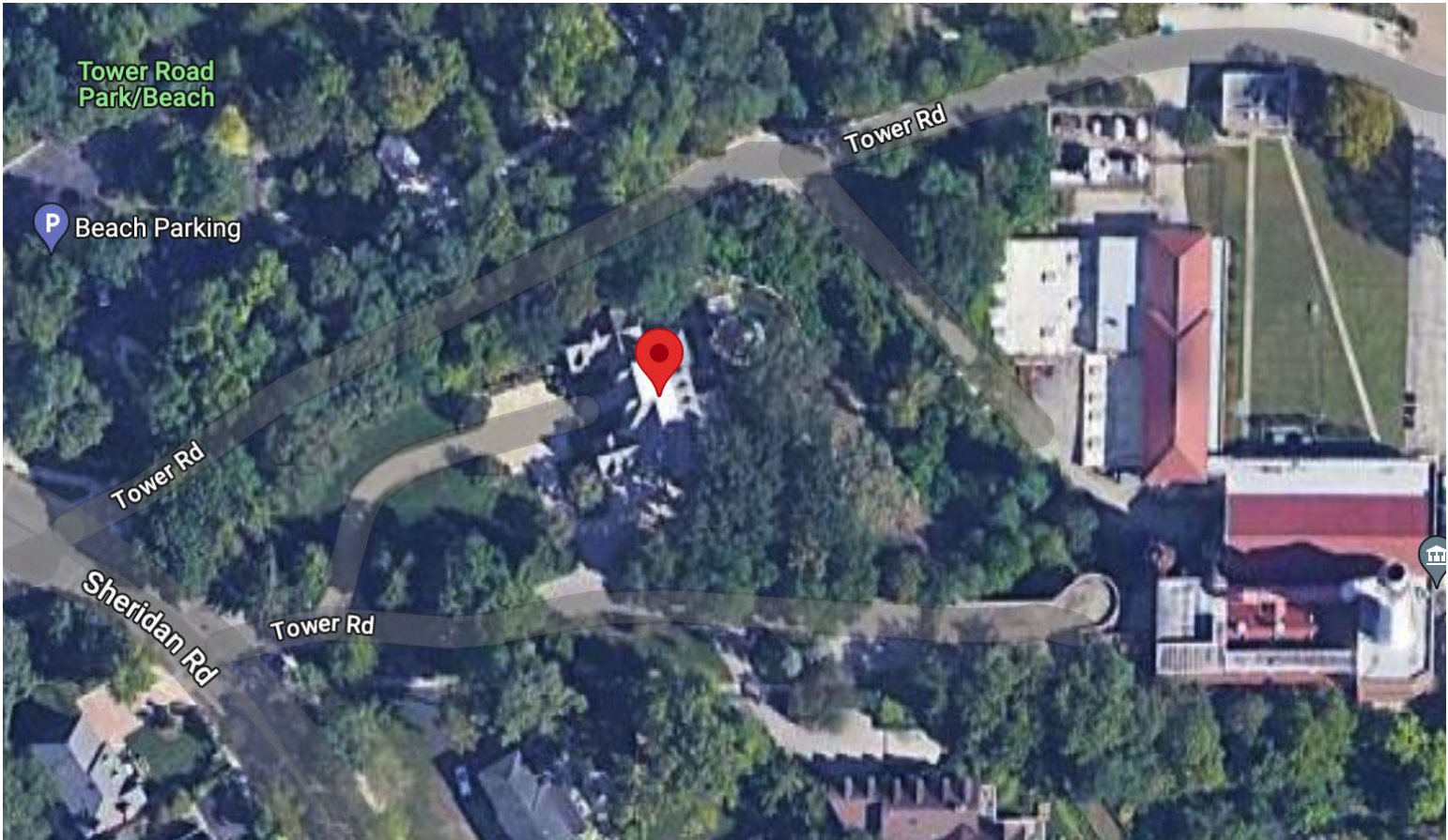
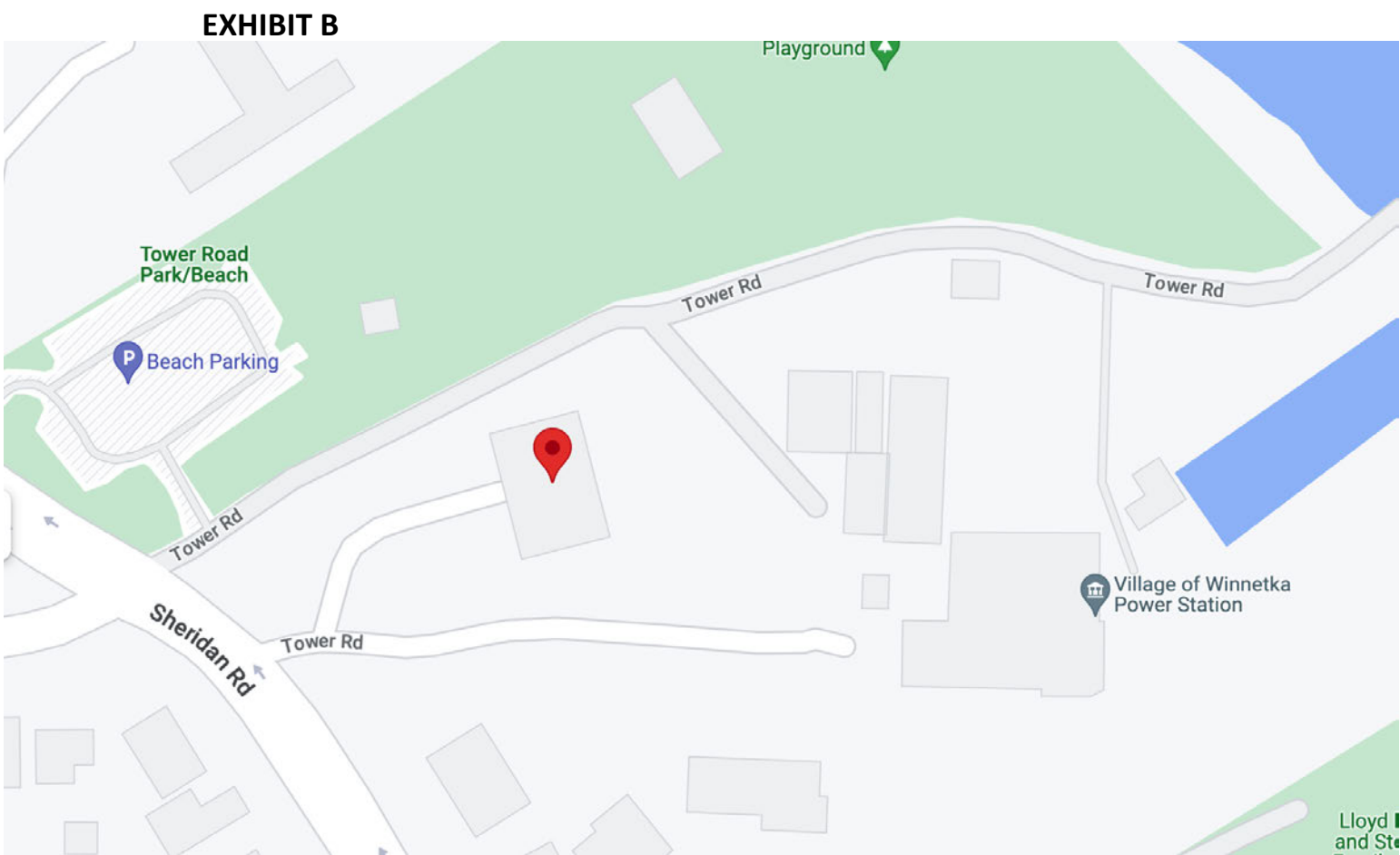
PIN: 05-17-203-041-0000

EXHIBIT B

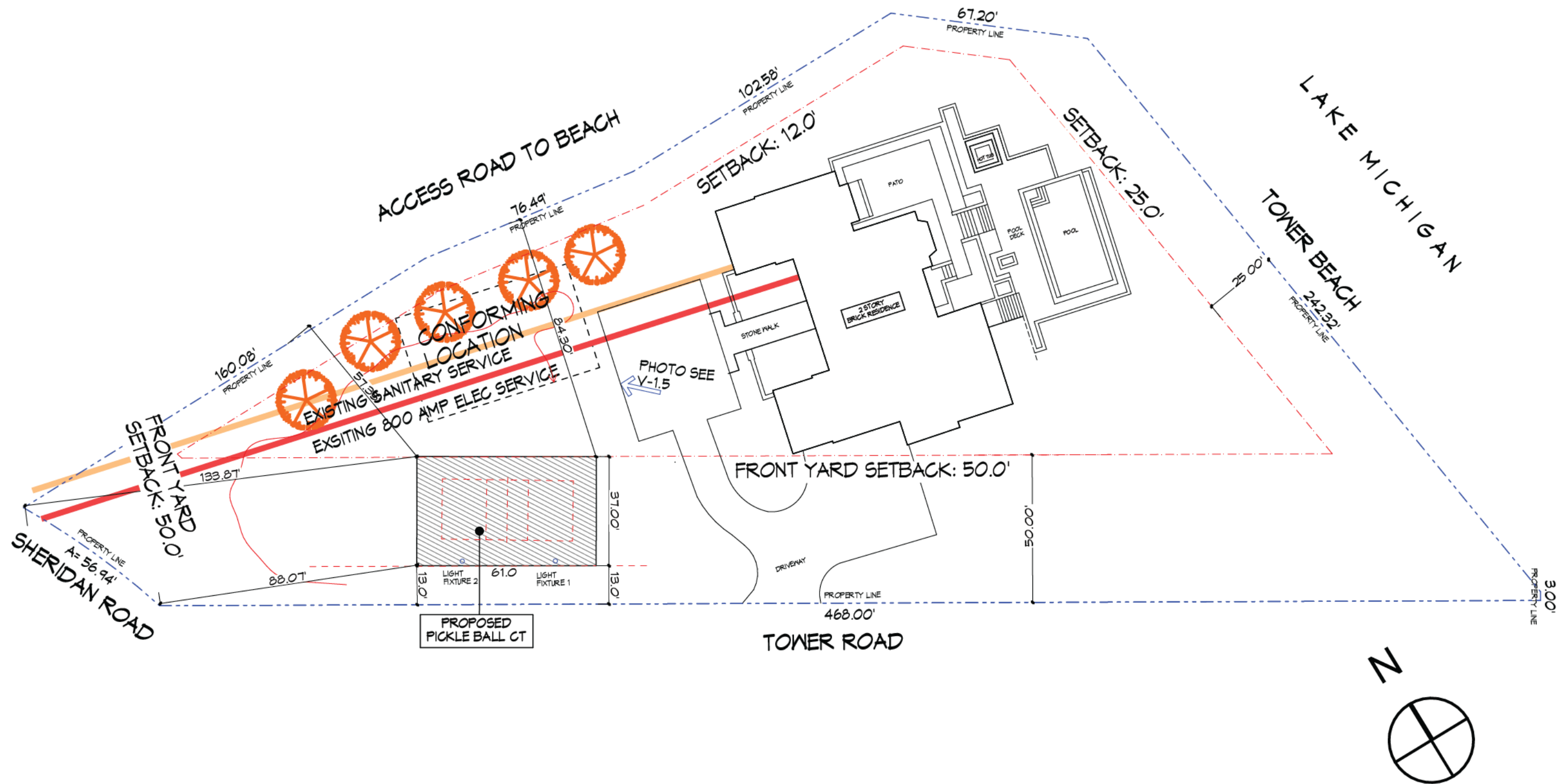
PLANS

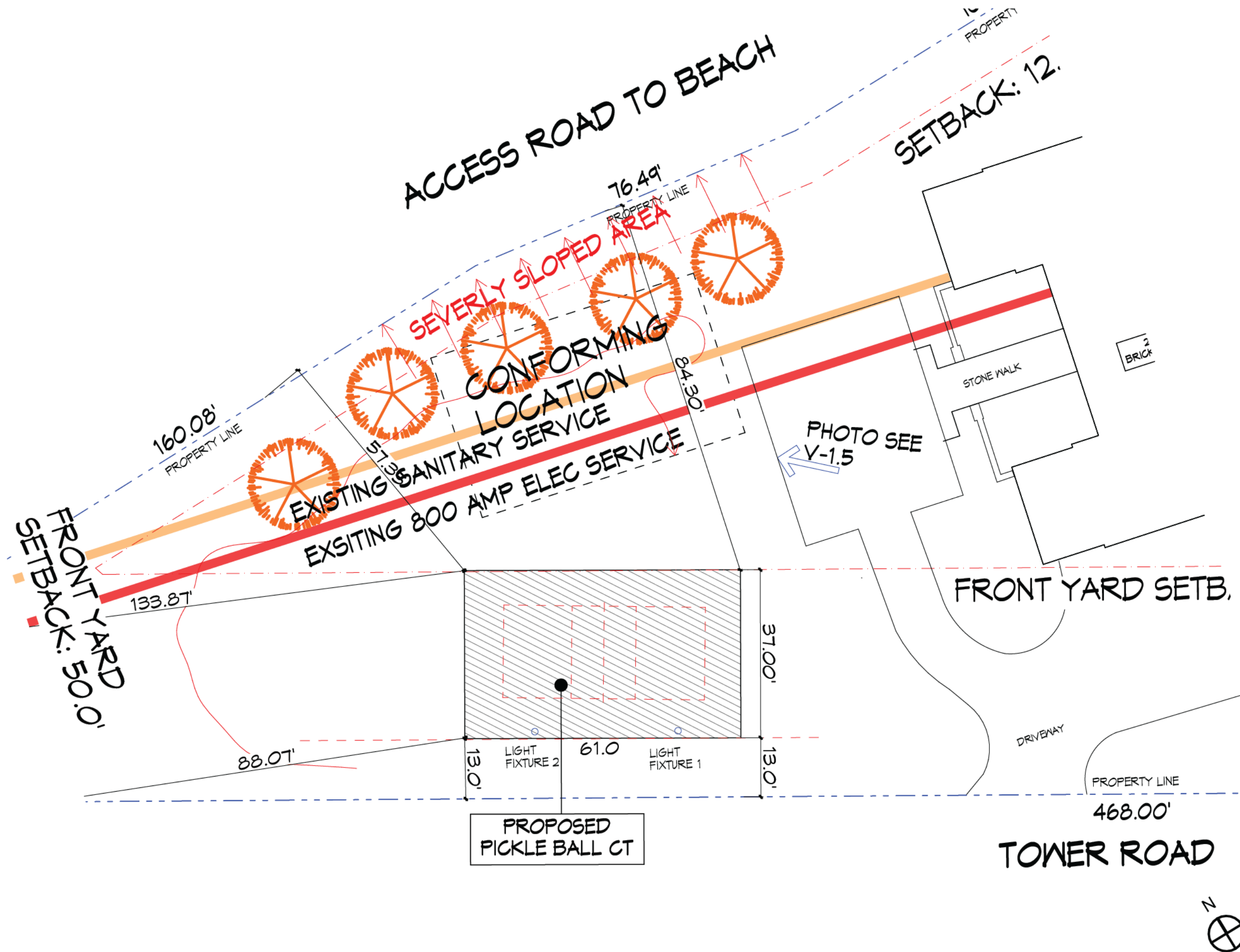
(SEE ATTACHED EXHIBIT B)

PROJECT LOCATION MAP



V-1.1	H. GARY FRANK ARCHITECTS AIA, LTD 525 Chestnut Street Winnetka, IL 60093 Office 847 501 4212 contact@hgaryfrankarchitects.com All Copyrights 2021 H. Gary Frank Architects AIA, LTD All Rights Reserved	889 SHERIDAN RD. RESIDENCE 889 SHERIDAN RD. WINNETKA IL 60093	101123
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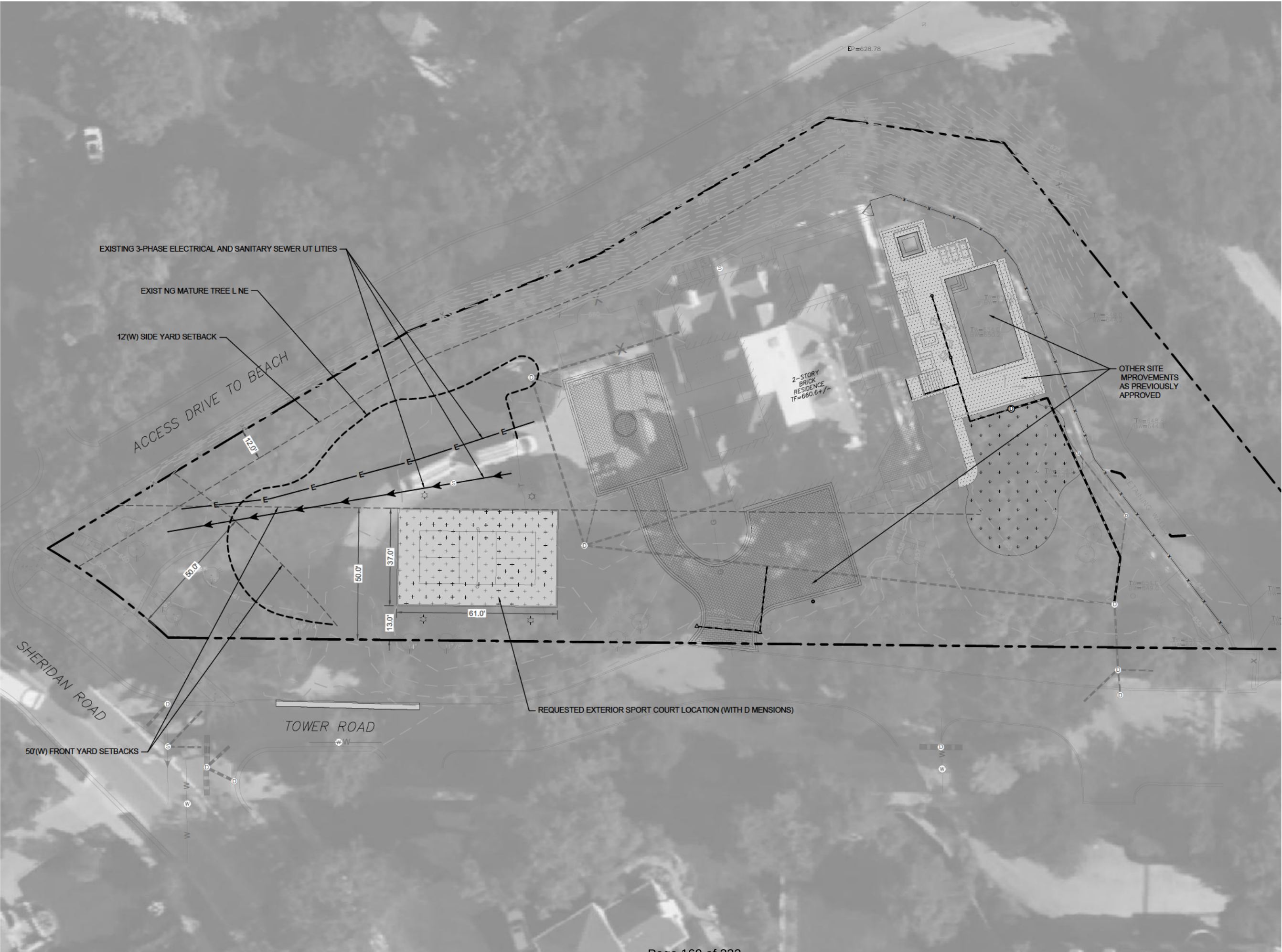


101123

889 SHERIDAN RD. RESIDENCE
889 SHERIDAN RD. WINNETKA IL 60093

H. GARY FRANK ARCHITECTS AIA, LTD
525 Chestnut Street Winnetka, IL 60093
Office 847 501 4212
contact@hgaryfrankarchitects.com
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V-1.3





TREE LINE LOOKING NORTH AND WEST

101123		
889 SHERIDAN RD. RESIDENCE		
889 SHERIDAN RD. WINNETKA IL 60093		
H. GARY FRANK ARCHITECTS AIA, LTD		
525 Chestnut Street Winnetka, IL 60093		
Office 847 501 4212		
contact@hgaryfrankarchitects.com		
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V-1.5		



EXHIBIT C

UNCONDITIONAL AGREEMENT AND CONSENT

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

WHEREAS, First Nations Bank Trust #1933 ("***Applicant***") is the record title owner of the parcel of real property commonly known as 889 Sheridan Road in Winnetka, Illinois ("***Subject Property***"); and

WHEREAS, the Subject Property is approximately 1.42 acres in area and located within the R-2 Single Family Residential District of the Village ("***R-2 District***") and is improved with a single-family residence; and

WHEREAS, the Applicant desires to construct a pickleball court on the Subject Property ("***Proposed Pickleball Court***"); and

WHEREAS, to construct the Proposed Pickleball Court on the Subject Property, the Applicant filed an application for a variation from Section 17.30.050 to allow a corner yard setback of 13 feet from the south property line along Tower Road ("***Variation***"); and

WHEREAS, Ordinance No. M-17-2023, adopted by the Village Council on December __, 2023 ("***Ordinance***"), grants the Variation; and

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

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

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

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

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

Dated: _____, 2023

ATTEST: **FIRST NATIONS BANK TRUST #1933**

By: _____



MEMORANDUM VILLAGE OF WINNETKA

COMMUNITY DEVELOPMENT DEPARTMENT

TO: ZONING BOARD OF APPEALS
FROM: ANN KLAASSEN, ASSISTANT DIRECTOR
DATE: NOVEMBER 9, 2023
SUBJECT: 889 SHERIDAN ROAD – VARIATION (CASE NO. 23-19-V2)

INTRODUCTION

On November 13, 2023, the Zoning Board of Appeals (ZBA) is scheduled to hold a public hearing on an application submitted by First Nations Bank Trust #1933 (the “Applicant”) as the owner of the property located at 889 Sheridan Road (the “Subject Property”). The Applicant requests approval of the following zoning variation to allow construction of a pickleball court on the Subject Property:

1. **Corner Yard Setback** of 13 feet from the south property line along Tower Road, whereas a minimum of 50 feet is required, a variation of 37 feet (74%) [Section 17.30.050 – Front and Corner Yard Setbacks].

A mailed notice was sent to property owners within 250 feet of the Subject Property in compliance with the Zoning Ordinance. The hearing was properly noticed in the *Winnetka Talk* on October 26, 2023. As of the date of this memo, staff has not received any written comment from the public regarding this application.

The Village Council has final jurisdiction on this request as the Council has not delegated the authority to grant variations to reduce a corner yard setback for an accessory structure to the Zoning Board of Appeals or the Zoning Administrator.

PROPERTY DESCRIPTION

The Subject Property, which is approximately 1.42 acres in size, is located on the northeast corner of the intersection of Sheridan and Tower Roads and contains an existing two-story residence with an attached garage (see Figure 1). The Subject Property is not a rectangular shape. It is a trapezoid shape with a front lot line, which runs along Sheridan Road, that is narrower than the rear lot line, which is the east property line. Also, the corner lot line, along Tower Road, is not perpendicular to the front lot line (see Figure 2). The property is zoned R-2 Single Family Residential, and it is bordered by the same to the north, south, and west, as well as R-3 Single Family Residential to the west (see Figure 3). The Comprehensive Plan designates the Subject Property as appropriate for single-family residential development. The zoning of the property is consistent with the Comprehensive Plan.



Figure 1 – Aerial Map



Figure 2 – GIS Map View

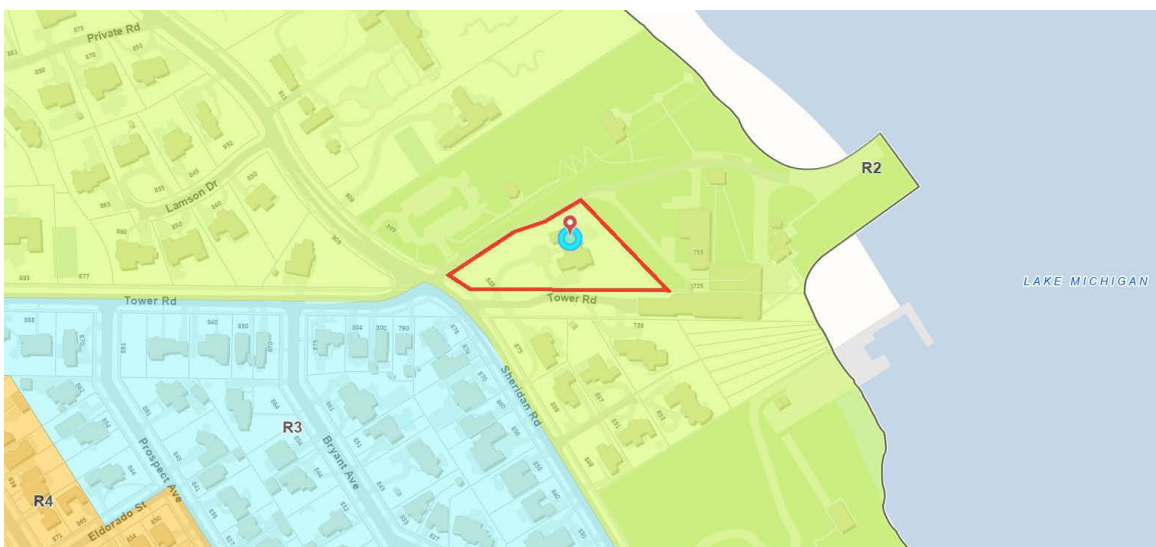


Figure 3 – Zoning Map

PROPERTY HISTORY AND PREVIOUS ZONING APPLICATIONS

The residence was built in 2001. The following subsequent building permits were issued in:

1. April 2022 for interior alterations to the residence;
2. June 2022 to construct a pool and spa; and
3. May 2023 to remove the westerly portion of the circular driveway (seen in Figures on previous page) and regrade the site.

Other minor permits have also been issued over the last several years. The Applicant acquired the property in April 2022. There is one previous zoning case on file for the Subject Property. In 2000, ZBA Case No. 00-26-V2 was denied by the Village Council. The request included variations to provide less than the minimum required lot area, lot width, and rectangular lot area, as well as relief from the Subdivision Code lot design standards, to allow a proposed two lot subdivision of the Subject Property.

In August of this year, the Applicant submitted a building permit application to construct the proposed pickleball court and reconfigure the driveway. After receiving staff review comments, the Applicant submitted the variation application that is currently before the Board.

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



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



Figure 5 – Subject Property (Corner Elevation – Tower Road)

PROPOSED PLAN

The variation is being requested in order to construct a pickleball court on the Subject Property. The proposed pickleball court would measure 37 feet by 61 feet (2,257 square feet). The plan also includes the installation of two light fixtures, measuring 20 feet in height, with external glare shields.

An excerpt of the proposed site plan and an illustration of an example of a pickleball court, which includes a depiction of the proposed light poles, are provided below and on the following page as Figures 6 and 7. The complete set of materials submitted by the Applicant are provided in the application materials (Attachment C).

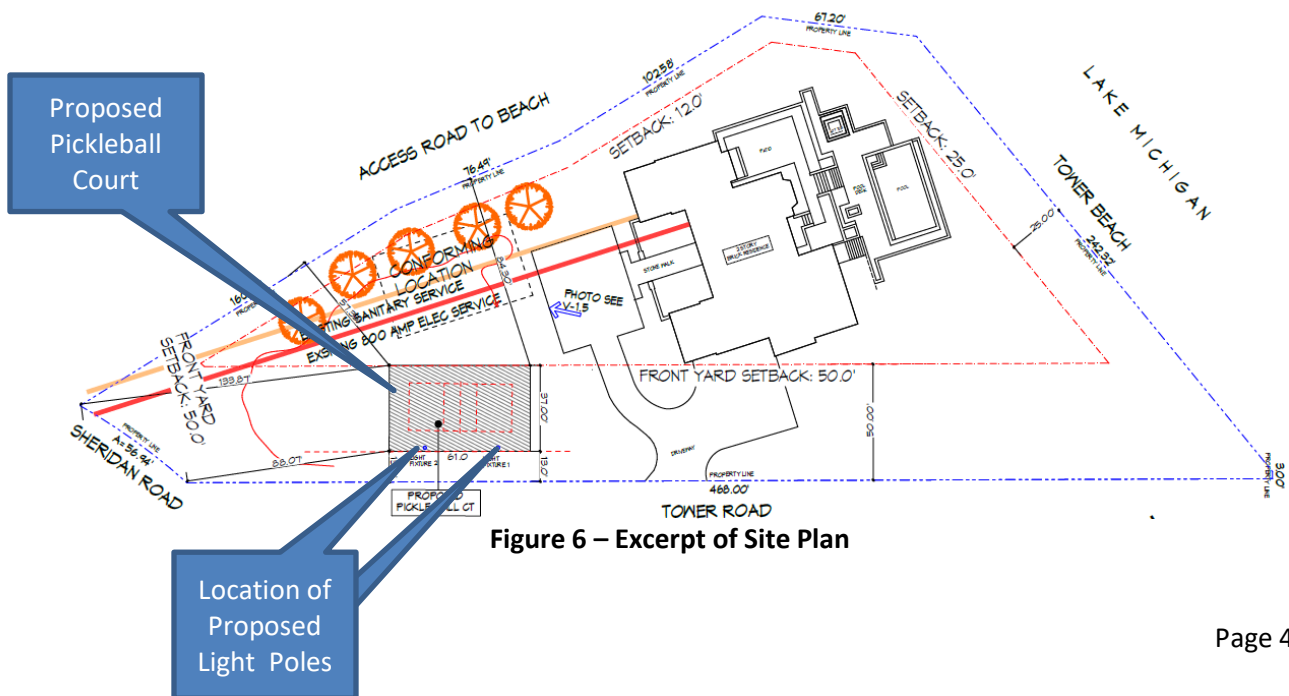


Figure 6 – Excerpt of Site Plan



Figure 7 – Example of Pickleball Court and Depiction of Proposed Light Poles

Given the ZBA often receives questions regarding the stormwater regulations applicable to a specific request being considered by the ZBA, attached is a Stormwater Matrix (Attachment B). Village Engineering staff has reviewed the engineering plans submitted with the building permit application for the proposed pickleball court. Based on the submitted plans, additional stormwater detention will be required. Figure 8 below represents the Subject Property's proximity to the floodplain; the cyan represents the 100-year flood area.

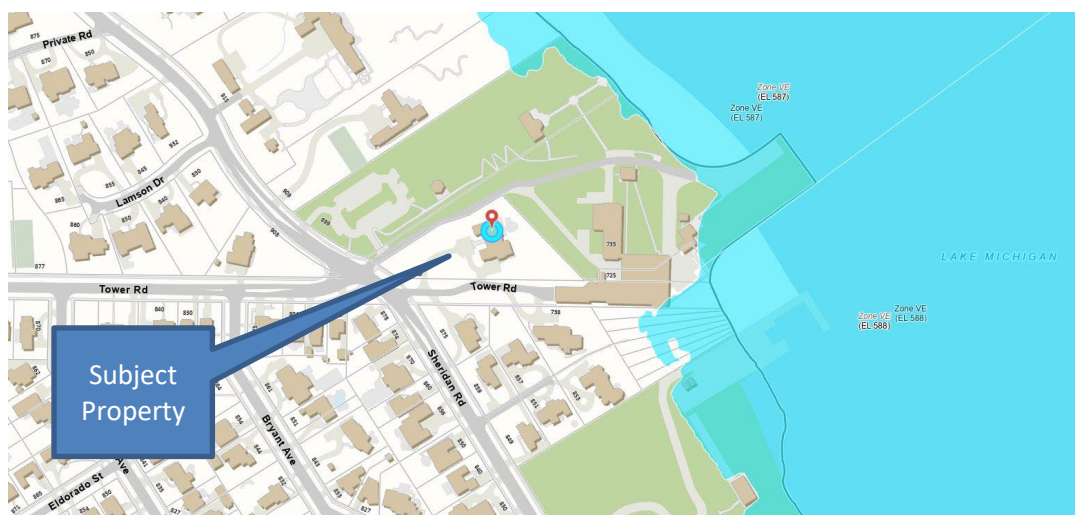


Figure 8 – GIS Floodplain Map

REQUESTED ZONING RELIEF

The attached Zoning Matrix highlights the existing lot and the proposed improvement's compliance with the R-2 zoning district (Attachment A). One variation is being requested to allow the proposed pickleball court to provide a corner yard setback of 13 feet from Tower Road, whereas a minimum of 50 feet is required, a variation of 37 feet (74%).

FINDINGS

Section 17.60.050 of the Zoning Ordinance lists eight variation standards that the Board must find a variation application meets. The Applicant has supplied as part of their application materials a narrative addressing how this proposal meets these standards.

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

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

1. Corner Yard Setback of 13 feet from the south property line along Tower Road, whereas a minimum of 50 feet is required, a variation of 37 feet (74%) [Section 17.30.050 – Front and Corner Yard Setbacks].

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

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

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

ATTACHMENTS

Attachment A: Zoning Matrix

Attachment B: Stormwater Matrix

Attachment C: Application Materials

ATTACHMENT A

ZONING MATRIX

ADDRESS: 889 Sheridan Road

CASE NO: 23-19-V2

ZONING: R-2

ITEM	MIN/MAX REQUIREMENT	EXISTING	PROPOSED	DIFFERENCE BETWEEN PROPOSED & EXISTING	ZONING CODE COMPLIANCE (2)
Min. Lot Size	25,200 SF	62,048.44 SF	N/A	N/A	OK
Min. Average Lot Width	115 FT	189.17 FT	N/A	N/A	OK
Min. Lot Depth	200 FT	328 FT	N/A	N/A	OK
Max. Roofed Lot Coverage	15,512.11 SF (1)	4,435.69 SF	N/A	N/A	OK
Max. Gross Floor Area	16,086.14 SF (1)	N/A	N/A	N/A	OK
Max. Impermeable Lot Coverage	31,024.22 SF (1)	14,698 SF	16,955 SF	2,257 SF	OK
Min. Front Yard (Sheridan/West)	50 FT	220.5 FT	88.07 FT	-132.43 FT	OK
Min. Corner Yard (Tower/South)	50 FT	51.57 FT	13 FT	-38.57 FT	37 FT (74%) VARIATION
Min. Side Yard (North)	12 FT	26.6 FT	26.6 FT	0 FT	OK
Min. Rear Yard (East)	25 FT	+25 FT	+25 FT	0 FT	OK

NOTES:

(1) Based on lot area of 62,048.44 s.f.

(2) Variation amount is the difference between proposed and requirement.

ATTACHMENT B

Stormwater Volume Requirements for Development Sites

In addition to meeting the following storm water volume detention requirements, development sites must meet all other Village storm water management requirements such as drainage and grading, storm water release rates, storage system design requirements, etc. An exception is for lots along the lakefront that directly discharge into Lake Michigan; those lots are not required to provide stormwater volume detention on-site. They are required to meet all other Village stormwater system design requirements.

	Storm Water Detention Volume Requirements	Applicable Requirement
A. New Home Construction - Previously Developed Lot	The amount of additional required storm water detention volume is based upon the difference between maximum impermeable lot coverage, per Zoning Code, and existing lot coverage, using the run-off coefficient for a 100-year storm event for both.	
B. New Home Construction - Previously <u>Undeveloped</u> Site	The amount of required storm water detention volume is based upon the maximum impermeable lot coverage, using the run-off coefficient for 100-year storm event.	
C. Redevelopment of Site for Different Use (e.g. single family to multi-family, or commercial)	The amount of required storm water detention volume is based upon the maximum impermeable lot coverage, using the run-off coefficient for 100-year storm event.	
D. Improvements to Existing Home and/or Lot, causing an increase in impermeable lot coverage <u>greater or equal to 25%</u>.	The amount of additional required storm water detention volume is based upon the difference between the proposed and existing impermeable lot coverage, using the run-off coefficient for 100 year storm event. (Note: If the increase in impermeable lot coverage is less than 25%, additional storm water detention volume is <u>not</u> required.)	<i>Applies to 889 Sheridan Road</i> <i>Based upon Village Engineering review of engineering plans submitted with the building permit application, 889 Sheridan Road will have to provide additional storm water detention volume.</i>
E. Improvements to existing lots, who currently exceed maximum impermeable lot coverage (e.g., School sites, single family and multi-family sites)	The amount of additional required storm water detention volume is based upon: a) The amount of the impermeable lot coverage (ILC) currently in excess of the maximum permitted amount of ILC allowed by zoning that will be removed and replaced, and/or b) The amount of ILC in addition to what currently exists on the lot. The amount of required detention value is then determined using the run-off coefficient for 100-year storm event.	

ATTACHMENT C

OCT - 9 2023

Village of Winnetka
ZONING VARIATION APPLICATION

VILLAGE OF WINNETKA, ILLINOIS
DEPARTMENT OF COMMUNITY DEVELOPMENT

ZONING VARIATION APPLICATION

Case No. 23-19-V2

Property Information

889 Sheridan Road, Winnetka, IL 60053
Site Address: _____

VA2023-1061

Owner Information

First Nations Bank Trust # 1933
Name: _____
Address: 7757 W. Devon Avenue
City, State, ZIP: Chicago, IL 60631
Email: melissa.smith@fnbwbank.com

Primary Contact: Melissa Smith
Phone No. 773-594-5900

Date property acquired by owner: 04/01/2022

Architect Information

H. Gary Frank Architects
Name: _____
Primary Contact: Gary Frank
Address: 523 Chestnut
City, State, ZIP: Winnetka, IL 60093
Phone No. Gary Frank
Email: gary@hgaryfrankarchitects.com

Attorney Information

Ansani & Ansani
Name: _____
Primary Contact: Dan Ansani
Address: 1411 Peterson Ave #202
City, State, Zip: Park Ridge, IL 60068
Phone No. 847-823-4600
Email: ansanilaw@aol.com

Nature of any restrictions on property: See Letter attached

Brief explanation of variation(s) requested (attach separate sheet providing additional details):
See Letter attached

First Nations Bank, not personally but as Trustee of
Trust # 1933 U/T/A Dated 03/09/2022
Property Owner Signature: _____ Date: 10/14/2023

X _____
Melissa Smith, Trust Officer

H. Gary Frank | Architects

New Homes

Renovations

Additions

Historic Preservation

October 6, 2023

Zoning Board of Appeals
Village of Winnetka

Variation request 889 Sheridan Rd

Overview

The variation we are seeking is for the location of a pickle ball court to a non-conforming location. The existing home at 889 Sheridan Rd is a two-story home. It was recently renovated and completed June of 2023. The house is situated between the Tower Road Beach access to the north and the south, the Tower Road access to the Village of Winnetka Power Station. Because of this location, there will not be any houses impacted by this request.

This request for this variance relates to the property's unique irregular shape, it has two front yard setbacks and a steep grade drop off on the north side of the property.

There are several factors that impact the location of a conforming location.

1. The front yard setback of 50 ft along Tower Rd pushes the court North into a well-established tree line that the Owners' do not want to disturb. See Sheet V1.4 photograph.
2. There is a steep grade along the north:
 - Means and methods of implementing a court would be difficult requiring an earth retention system along with substantial fence modification (existing welded black iron fence in place).
 - More importantly, having a play area this far North creates a safety issue with pickle balls flying over the North property line down onto a very busy Tower Beach Access Drive.
3. There is an existing 800 amp electrical service that would be located directly below the court. Any repairs would be difficult.

523 Chestnut Street

Winnetka IL 60093

○ 847 501 4212

www.hgaryfrankarchitects.com

gary@hgaryfrankarchitects.com

4. There is an existing Sanitary main that would be located directly below the court. Any repairs would be difficult.

In response to the specific eight (8) Standards for Granting Zoning Variations, the applicants respectively submit the following:

1. **The property in question cannot yield a reasonable return if permitted to be used only under the conditions allow by regulations in that district;**

The regulations would make it impossible to construct the project given the existing conditions of the property.

2. **The plight of the owner is due to unique circumstances. Such circumstances must be associated with the characteristics of the property in question, rather than being related to the occupants;**

As mentioned above, the shape of the lot is irregular it has two front yard setbacks and it has topography limitations all contribute to create unique issues which are associated with the characteristics of the property rather than related to the occupants.

3. **The variation, if granted, will not alter the essential character of the locality;**

This proposal would not alter the essential character of the locality.

The court would be more exposed to the community if shifted North. The proposed location is private and tucked away. Especially with eliminating the second entry and driveway and filling in the berm and tree line along Tower Rd.

4. **An adequate supply of light and air to adjacent property will not be impaired;**

Since the court is a flat surface, it does not impact light and air.

5. **The hazard from fire and other damages to the property will not be increased;**

Since the court is a flat surface, it does not increase a fire hazard to adjacent properties.

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H. Gary Frank | Architects

New Homes

Renovations

Additions

Historic Preservation

6. The taxable value of the land and buildings throughout the Village will not diminish;

The addition of the court will be an improvement to the property and will not diminish the value of the property to the Village.

7. The congestion in the public street will not increase; and
This proposal has no impact to public congestion.

8. The public health, safety, comfort, morals and welfare of the inhabitants of the Village will not be otherwise impaired.

The location of the court will not impair the public health, safety, comfort, morals or welfare of the inhabitants of the Village.

Respectfully submitted,



H. Gary Frank

523 Chestnut Street

Winnetka IL 60093

O 847 501 4212

www.hgaryfrankarchitects.com

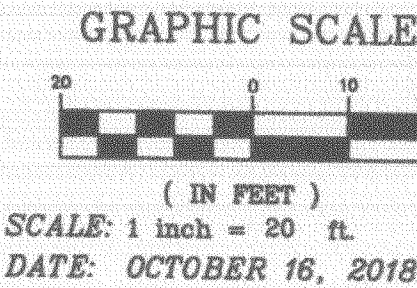
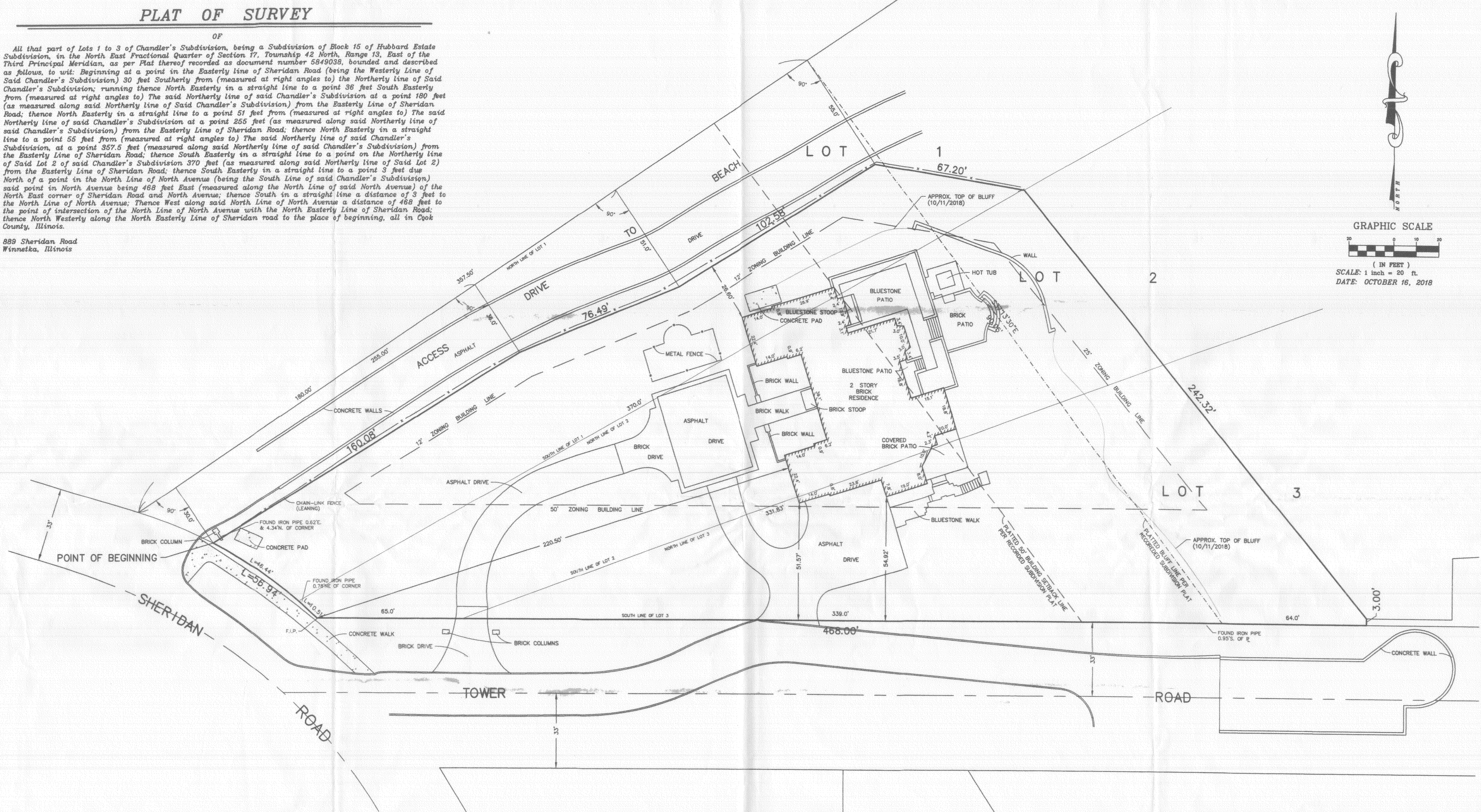
gary@hgaryfrankarchitects.com

PLAT OF SURVEY

OF

All that part of Lots 1 to 3 of Chandler's Subdivision, being a Subdivision of Block 15 of Hubbard Estate Subdivision, in the North East Fractional Quarter of Section 17, Township 42 North, Range 13, East of the Third Principal Meridian, as per Plat thereof recorded as document number 5849038, bounded and described as follows, to wit: Beginning at a point in the Easterly line of Sheridan Road (being the Westerly Line of Said Chandler's Subdivision) 30 feet Southerly from (measured at right angles to) the Northerly line of Said Chandler's Subdivision; running thence North Easterly in a straight line to a point 36 feet South Easterly from (measured at right angles to) The said Northerly line of said Chandler's Subdivision at a point 180 feet (as measured along said Northerly line of Said Chandler's Subdivision) from the Easterly Line of Sheridan Road; thence North Easterly in a straight line to a point 51 feet from (measured at right angles to) The said Northerly line of said Chandler's Subdivision at a point 255 feet (as measured along said Northerly line of said Chandler's Subdivision) from the Easterly Line of Sheridan Road; thence North Easterly in a straight line to a point 55 feet from (measured at right angles to) The said Northerly line of said Chandler's Subdivision, at a point 357.5 feet (measured along said Northerly line of said Chandler's Subdivision) from the Easterly Line of Sheridan Road; thence South Easterly in a straight line to a point on the Northerly line of Said Lot 2 of said Chandler's Subdivision 370 feet (as measured along said Northerly line of Said Lot 2) from the Easterly Line of Sheridan Road; thence South Easterly in a straight line to a point 3 feet due North of a point in the North Line of North Avenue (being the South Line of said Chandler's Subdivision) said point in North Avenue being 468 feet East (measured along the North Line of said North Avenue) of the North East corner of Sheridan Road and North Avenue; thence South in a straight line a distance of 3 feet to the North Line of North Avenue; Thence West along said North Line of North Avenue a distance of 468 feet to the point of intersection of the North Line of North Avenue with the North Easterly Line of Sheridan Road; thence North Westerly along the North Easterly Line of Sheridan road to the place of beginning, all in Cook County, Illinois.

889 Sheridan Road
Winnetka, Illinois



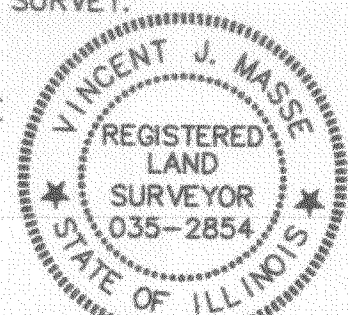
NOTES:

- COMPARE YOUR DESCRIPTION AND SITE MONUMENTS WITH THIS PLAT AT ONCE AND REPORT ANY DISCREPANCIES WHICH YOU MAY FIND.
 - BUILDING LINE RESTRICTIONS AND EASEMENTS ARE SHOWN ONLY WHERE THEY ARE SO RECORDED ON THE SUBDIVISION PLAT OR ARE FURNISHED WITH THE ORDERED DESCRIPTION. REFER TO YOUR DEED, ABSTRACT AND OR TITLE POLICY.
 - ALL DIMENSIONS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF, AND ARE NOT TO BE ASSUMED BY SCALING.
 - NO WELL OR SEPTIC IMPROVEMENTS SHOWN HEREON
 - THIS PLAT IS NOT CERTIFIED UNLESS AN IMPRESSED SEAL IS AFFIXED HEREON.
- F.I.P. DENOTES FOUND IRON PIPE
F.I.R. DENOTES FOUND IRON ROD
S.I.R. DENOTES SET IRON ROD

"THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY."

I, VINCENT J. MASSE, AN ILLINOIS REGISTERED LAND SURVEYOR, HEREBY CERTIFY THAT I HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY, AND THAT THE PLAT ABOVE IS A CORRECT REPRESENTATION OF SAID SURVEY.

Vincent J. Masse
VINCENT J. MASSE IL. LAND SURVEYOR # 2854
P.D.F. # 184-004041 LICENSE EXPIRES 11/30/20



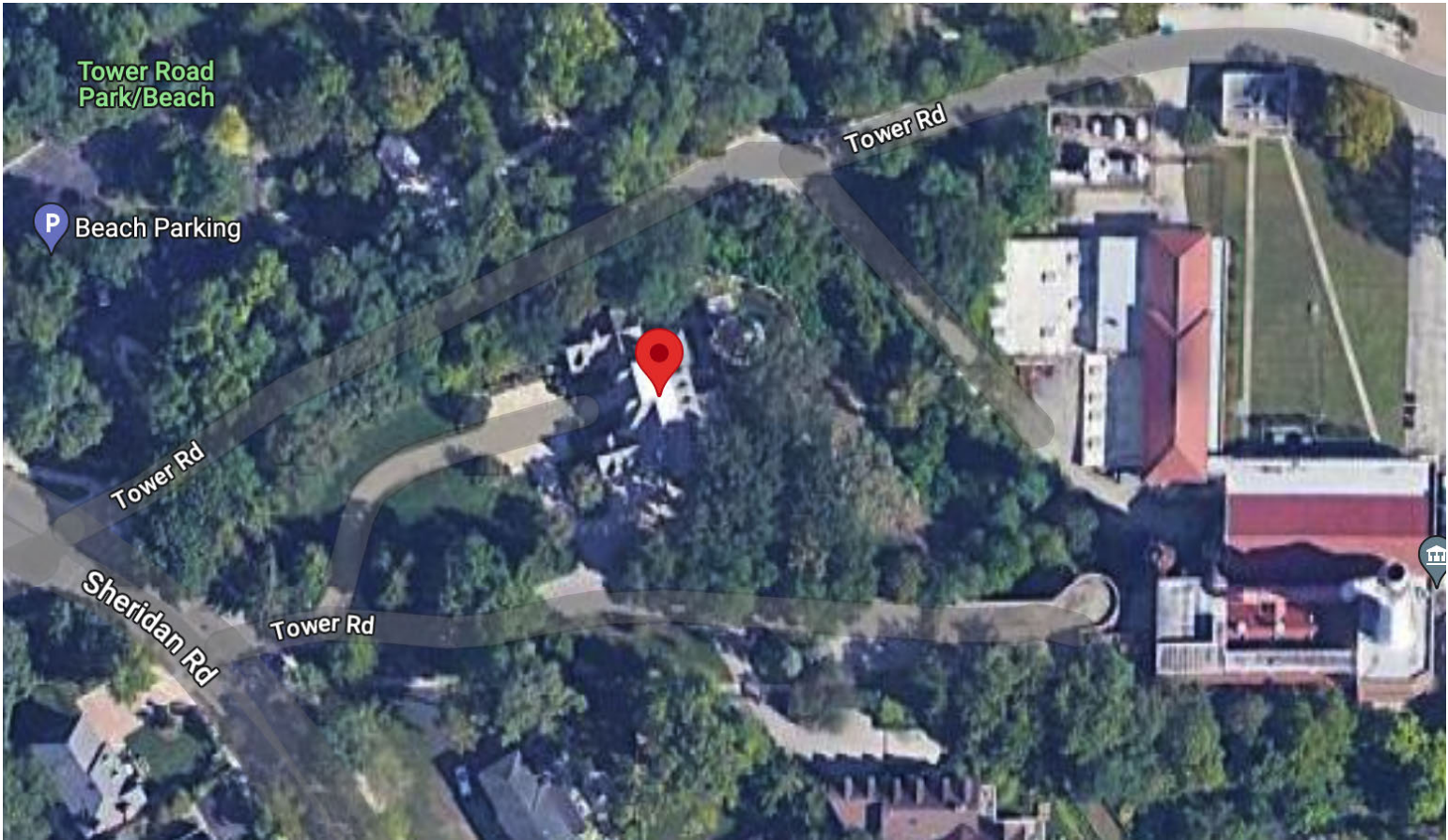
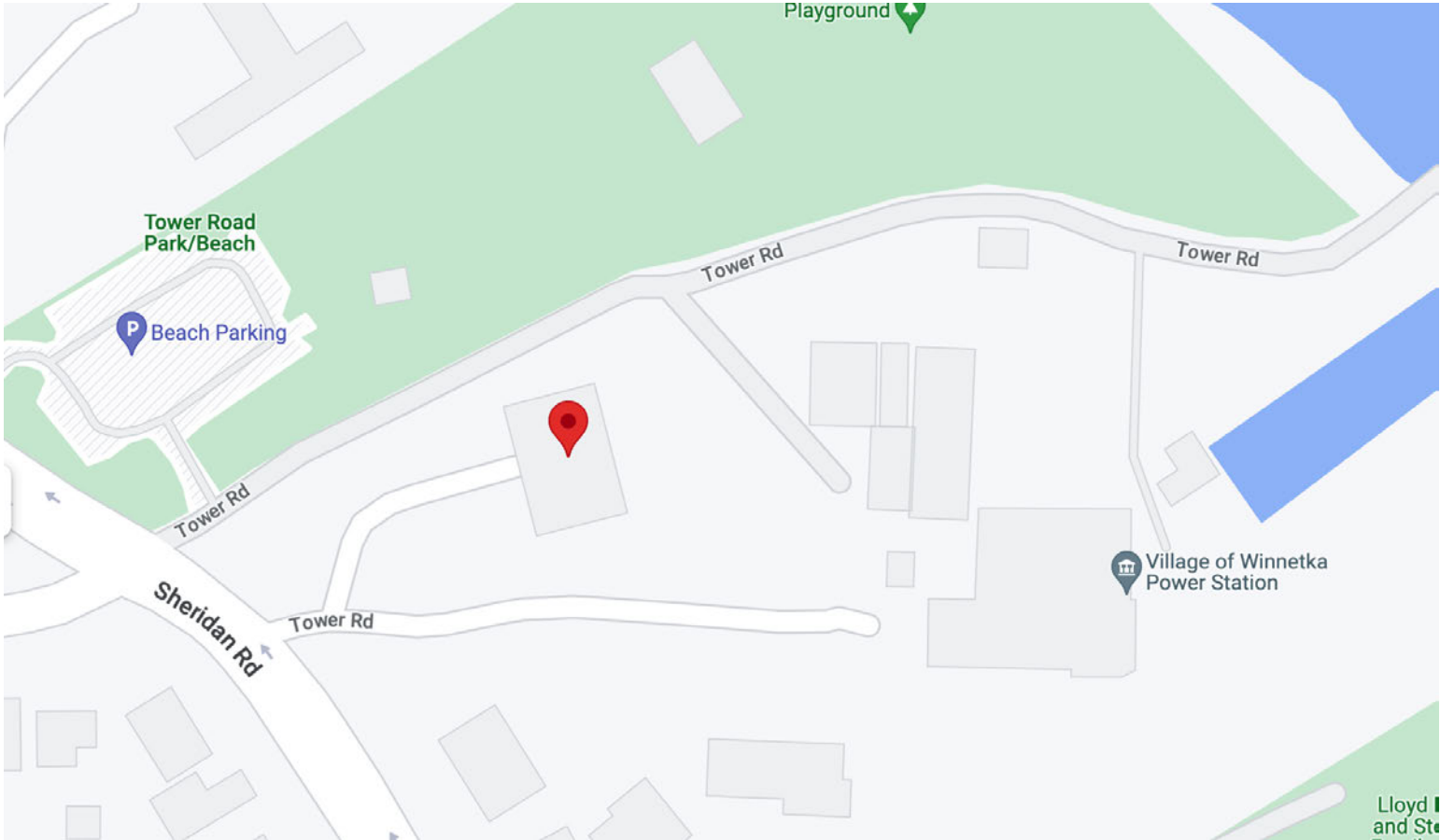
CHAMBERLIN / MASSE ENGINEERING

LAND SURVEYORS ~ PLANNERS ~ ENGINEERS
14048 W. PETRONELLA DRIVE SUITE 102
LIBERTYVILLE, ILLINOIS 60048
(847) 362-8444 cmasse.eng@gmail.com

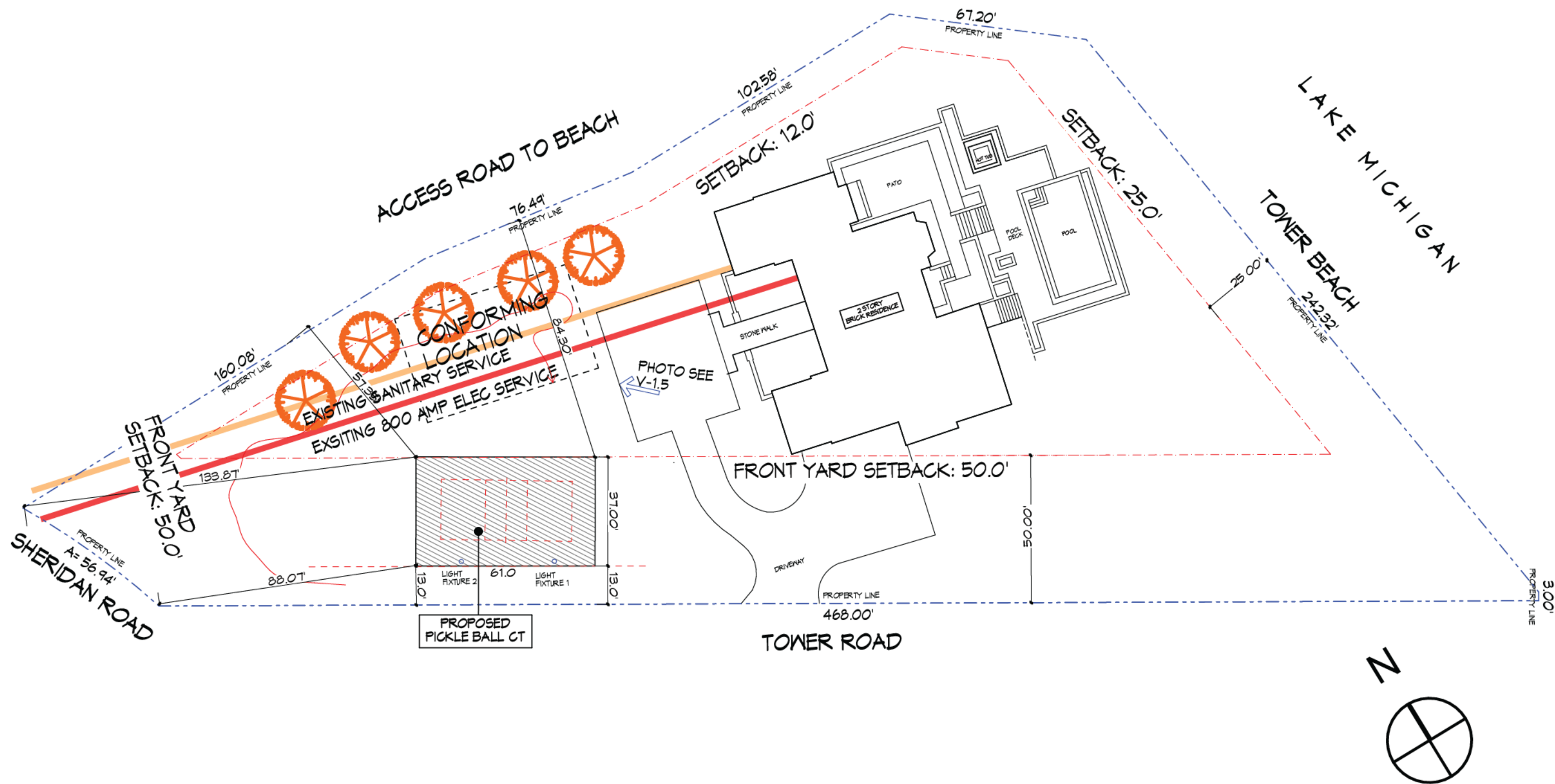
ORDERED BY:
JAY H. MITTELSTAD, ESQ.
135 S. LASALLE STREET
SUITE 2135
CHICAGO, IL. 60603
PHONE: (312) 541-9900

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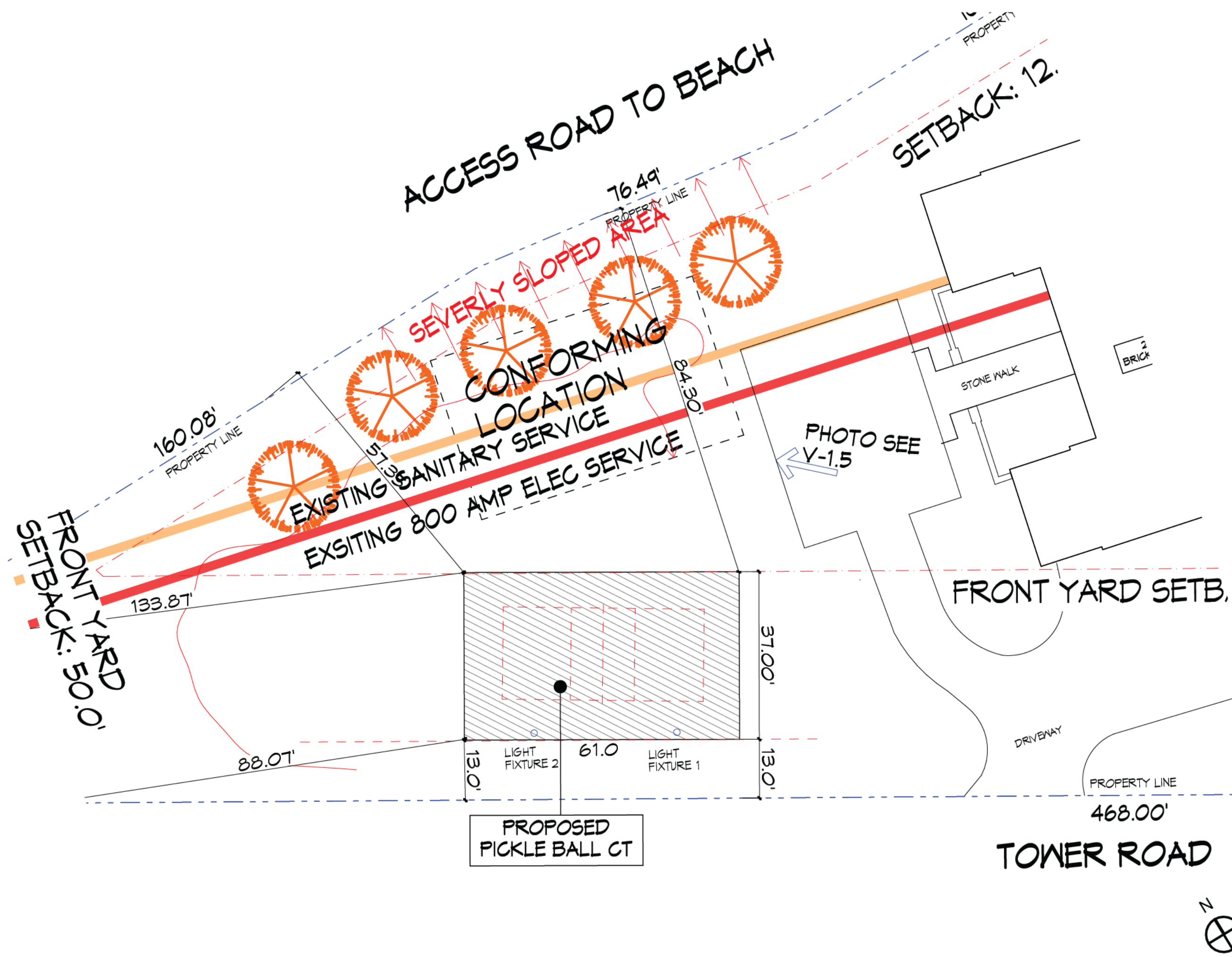
PROJECT LOCATION MAP



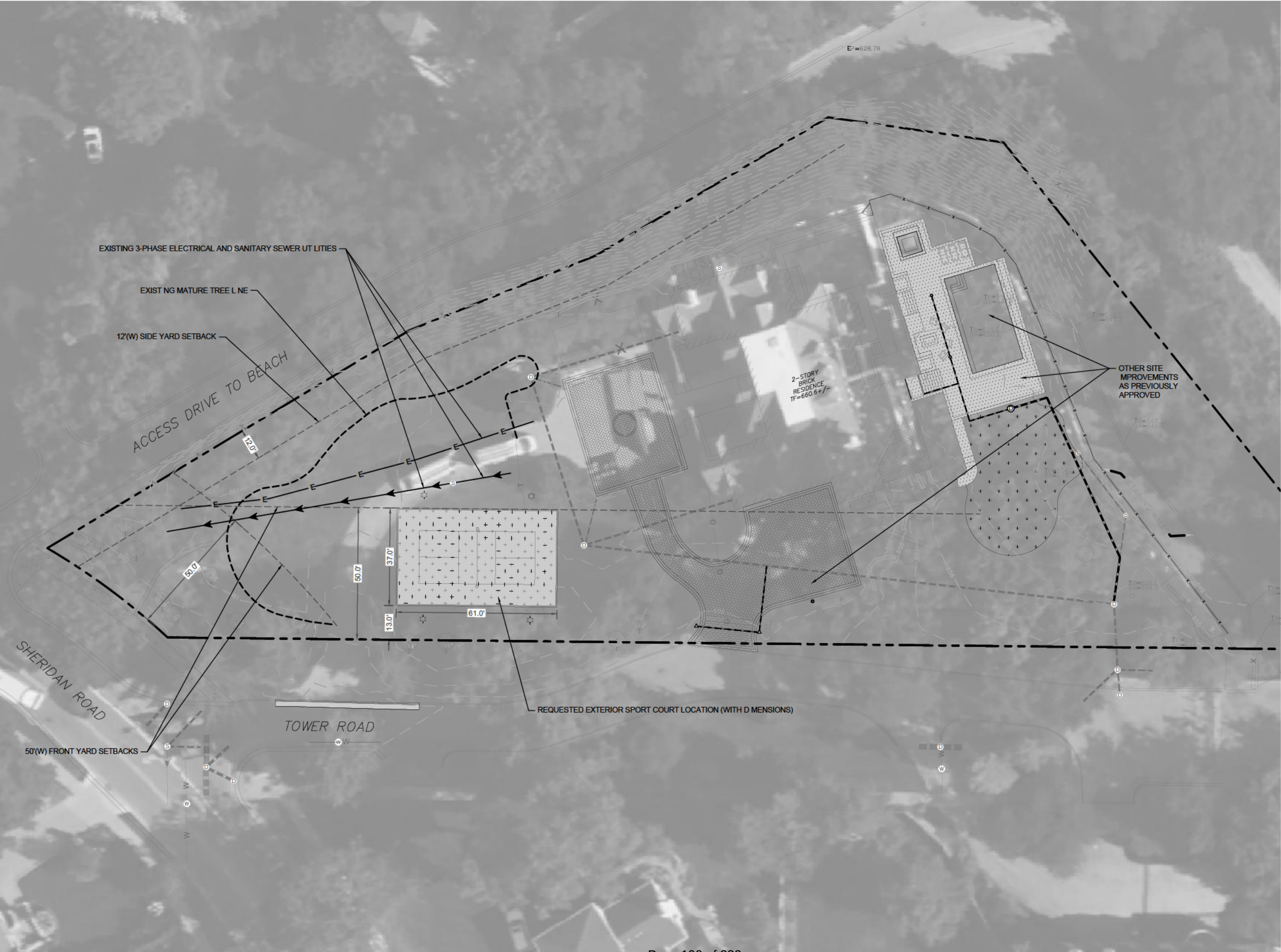
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TREE LINE LOOKING NORTH AND WEST





FEATURES & SPECIFICATIONS

INTENDED USE — These specifications are for USA standards only. Square Straight Steel is a general purpose light pole for up to 39-foot mounting heights. This pole provides a robust yet cost effective option for mounting area lights and floodlights.

CONSTRUCTION —

Pole Shaft: The pole shaft is of uniform dimension and wall thickness and is made of a weldable-grade, hot-rolled, commercial-quality steel tubing with a minimum yield of 55 KSI (11-gauge, 0.120"), or 50 KSI (7-gauge, 0.179"). Shaft is one-piece with a full-length longitudinal high-frequency electric resistance weld. Uniformly square in cross-section with flat sides, small corner radii and excellent torsional qualities. Available shaft widths are 4", 5" and 6".

Pole Top: Options include 4" tenon top, drilled for side mount fixture, tenon with drilling (includes extra handhole) and open top. Side drilled and open top poles include a removable top cap.

Handhole: A reinforced handhole with grounding provision is provided at 18" from the base on side A. Positioning the handhole lower may not be possible and requires engineering review; consult Tech Support-Outdoor for further information. Every handhole includes a cover and cover attachment hardware. The handhole has a nominal dimension of 2.5" x 5".

Base Cover: A durable ABS plastic two-piece full base cover, finished to match the pole, is provided with each pole assembly. Additional base cover options are available upon request.

Anchor Base/Bolts: Anchor base is fabricated from steel that meets ASTM A36 standards and can be altered to match existing foundations; consult factory for modifications. Anchor bolts are manufactured to ASTM F1554 Standards grade 55, (55 KSI minimum yield strength and tensile strength of 75-95 KSI). Top threaded portion (nominal 12") is hot-dipped galvanized per ASTM A-153.

HARDWARE — All structural fasteners are high-strength galvanized carbon steel. All non-structural fasteners are galvanized or zinc-plated carbon steel or stainless steel.

FINISH — Extra durable painted finish is coated with TGIC (Triglycidyl Isocyanurate) Polyester powder that meets 5A and 5B classifications of ASTM D3359. Powder-coat finishes include Dark Bronze, White, Black, and Natural Aluminum colors. Architectural Colors and Special Finishes are available by quote and include, but are not limited to Paint over Hot-dipped Galvanized, RAL Colors, Custom Colors and Extended Warranty Finishes.

BUY AMERICAN ACT — Product with the BAA option is assembled in the USA and meets the Buy America(n) government procurement requirements under FAR, DFARS and DOT regulations. Please refer to www.acuitybrands.com/buy-american for additional information.

INSTALLATION — Do not erect poles without having fixtures installed. Factory-supplied templates must be used when setting anchor bolts. Lithonia Lighting will not accept claim for incorrect anchorage placement due to failure to use Lithonia Lighting factory templates. If poles are stored outside, all protective wrapping must be removed immediately upon delivery to prevent finish damage. Lithonia Lighting is not responsible for the foundation design.

WARRANTY — 1-year limited warranty. This is the only warranty provided and no other statements in this specification sheet create any warranty of any kind. All other express and implied warranties are disclaimed. Complete warranty terms located at: www.acuitybrands.com/support/warranty/terms-and-conditions

NOTE: Actual performance may differ as a result of end-user environment and application. Specifications subject to change without notice.

Catalog
Number

Notes

Type

Anchor Base Poles

SSS

SQUARE STRAIGHT STEEL

BAA



SSS Square Straight Steel Poles

ORDERING INFORMATION

Lead times will vary depending on options selected. Consult with your sales representative.

Example: SSS 20 5C DM19 DDBXD

SSS					
Series	Nominal fixture mounting height	Nominal shaft base size/wall thickness ¹	Mounting ²	Options	Finish
SSS	10'-39' (for 1/2 ft increments, add -6 to the pole height. Ex: 20-6 equals 20ft 6in.) (See technical information table for complete ordering information.)	4C 4" 11g (0.120") 4G 4" 7g (0.179") 5C 5" 11g (0.120") 5G 5" 7g (0.179") 6G 6" 7g (0.179") (See technical information table for complete ordering information.)	<u>Tenon mounting</u> PT Open top (includes top cap) T20 2-3/8" O.D. (2" NPS) T25 2-7/8" O.D. (2-1/2" NPS) T30 3-1/2" O.D. (3" NPS) T35 4" O.D. (3-1/2" NPS) <u>KAC/KAD/KSE/KSF/KVR/KVF Drill mounting³</u> DM19 1 at 90° DM28 2 at 180° DM28 PL 2 at 180° with one side plugged DM29 2 at 90° DM39 3 at 90° DM49 4 at 90° <u>CSX/DSX/RSX/AERIS™/OMERO™/KAX Drill mounting³</u> DM19AS 1 at 90° DM28AS 2 at 180° DM29AS 2 at 90° DM39AS 3 at 90° DM49AS 4 at 90° <u>RAD drill mounting³</u> DM19RAD 1 at 90° DM28RAD 2 at 180° DM29RAD 2 at 90° DM39RAD 3 at 90° DM49RAD 4 at 90° <u>ESX Drill mounting³</u> DM19ESX 1 at 90° DM28ESX 2 at 180° DM29ESX 2 at 90° DM39ESX 3 at 90° DM49ESX 4 at 90°	<u>Shipped installed</u> VD Vibration damper ⁴ HAXy Horizontal arm bracket (1 fixture) ^{5,6} FDLxy Festoon outlet less electrical ^{5,7} CPL12/xy 1/2" coupling ⁵ CPL34/xy 3/4" coupling ⁵ CPL1/xy 1" coupling ⁵ NPL12/xy 1/2" threaded nipple ⁵ NPL34/xy 3/4" threaded nipple ⁵ NPL1/xy 1" threaded nipple ⁵ EHHxy Extra handhole ^{5,8} STLHHC Steel handhole cover (standard is plastic, finish is smooth) ⁹ FBCSTL2PC 2 Piece steel base cover (standard is plastic) ⁹ IC Interior coating ¹⁰ L/AB Less anchor bolts (Include when anchor bolts are not needed) TP Tamper resistant handhole cover fasteners NEC NEC 410.30 compliant gasketed handhole (Not UL Labeled) UL UL listed with label (Includes NEC compliant cover) BAA Buy America(n) Act Compliant ¹¹ VM/original order# Match pole to prior order or project ¹²	<u>Super durable paint colors</u> DDBXD Dark bronze DBLXD Black DNAXD Natural aluminum DWHXD White DSSXD Sandstone DGCXD Charcoal gray DTGXD Tennis green DBRXD Bright red DSBXD Steel blue DDBTXD Textured dark bronze DBLBXD Textured black DNATXD Textured natural aluminum DWHGXD Textured white <u>Other finishes</u> GALV Galvanized finish <u>Architectural colors and special finishes¹³</u> [PAINT] GALV Paint over galvanizing VP30 3 year warranty extension VP53 5 year warranty extension RAL#### Use designated Lithonia Lighting nomenclature in brochure Custom color Nomenclature assigned through Customer Care "Custom Color Process"

NOTES:

- Wall thickness will be signified with a "C" (11 Gauge) or a "G" (7-Gauge) in nomenclature. "C" - 0.120" | "G" - 0.179".
- PT open top poles include top cap. When ordering tenon mounting and drill mounting for the same pole, specify as drilling option/tenon option. The combination includes a required extra handhole.
Example: DM28/T20.
- Refer to the fixture spec sheet for the correct drilling template pattern and orientation compatibility.
- On 4" and 5" poles, VD cannot be installed if provisions (EHH, FDL, NPL, CPL) are located higher than 2/3 of the pole's total height.
Example: Pole height is 25ft, A provision cannot be placed above 16ft.
- Specify location and orientation when ordering option.
For "x": Specify the height above the base of pole in feet and inches; separate feet and inches with a "-".
Example: 5ft = 5 and 20ft 3in = 20-3
For "y": Specify orientation from handhole (A,B,C,D) Refer to the Handhole Orientation diagram below.
Example: 1/2" coupling at 5' 8", orientation C = CPL12/5-8C
- Horizontal arm is 18" x 2-3/8" O.D. tenon standard, with radius curve providing 12" rise and 2-3/8" O.D. If ordering two horizontal arm at the same height, specify with HAXy.
Example: HA20BD.
- FDL does not come with GFCI outlet or handhole cover. These must be supplied by contractor or electrician.
- Combination of tenon-top and drill mount includes extra handhole. EHH includes cover.
- Plastic hand hole cover and base covers come standard with all poles. Items ship separately. Additional parts can be ordered as replacements.
- Provides enhanced corrosion resistance. N/A with GALV.
- Use when mill certifications are required.
- Must add original order number. Not for replacement parts or post sales issues, contact tech support or post sales teams. VM is used to ensure poles match in appearance exactly from order to order, on a single project site. A common use case would be a multi-phase project with multiple orders.
Example: VM/010-36784
- Must be quoted through AQD. Finishes do not require RFA. RAL colors available are shown in "Architectural Colors brochure". Lead times may be extended up to 2 weeks due to paint procurement.

Accessories: Order as separate catalog number.

PL DT20	Plugs for ESX drillings
PL DT8	Plugs for DMxxAS drillings
FVD xxFT	Field installed vibration damper (snake style)

SSS Square Straight Steel Poles

TECHNICAL INFORMATION — EPA (ft²) with 1.3 gust

Catalog Number	Nominal Shaft Length (ft.)*	Pole Shaft Size (Base in. x Top in. x ft.)	Wall thick (in)	Gauge	EPA (ft ²) with 1.3 gust						Approximate ship weight (lbs.)
					80 MPH	Max. weight	90 MPH	Max. weight	100 MPH	Max. weight	
SSS 10 4C	10	4.0 x 10.0	0.120"	11	30.6	765	23.8	595	18.9	473	75
SSS 12 4C	12	4.0 x 12.0	0.120"	11	24.4	610	18.8	470	14.8	370	90
SSS 14 4C	14	4.0 x 14.0	0.120"	11	19.9	498	15.1	378	11.7	293	100
SSS 16 4C	16	4.0 x 16.0	0.120"	11	15.9	398	11.8	295	8.9	223	115
SSS 18 4C	18	4.0 x 18.0	0.120"	11	12.6	315	9.2	230	6.7	168	125
SSS 20 4C	20	4.0 x 20.0	0.120"	11	9.6	240	6.7	167	4.5	150	140
SSS 20 4G	20	4.0 x 20.0	0.179"	7	14	350	11	275	8	200	198
SSS 20 5C	20	5.0 x 20.0	0.120"	11	17.7	443	12.7	343	9.4	235	185
SSS 20 5G	20	5.0 x 20.0	0.179"	7	28.1	703	21.4	535	16.2	405	265
SSS 25 4C	25	4.0 x 25.0	0.120"	11	4.8	150	2.6	100	1	50	170
SSS 25 4G	25	4.0 x 25.0	0.179"	7	10.8	270	7.7	188	5.4	135	245
SSS 25 5C	25	5.0 x 25.0	0.120"	11	9.8	245	6.3	157	3.7	150	225
SSS 25 5G	25	5.0 x 25.0	0.179"	7	18.5	463	13.3	333	9.5	238	360
SSS 30 4G	30	4.0 x 30.0	0.179"	7	6.7	168	4.4	110	2.6	65	295
SSS 30 5C	30	5.0 x 30.0	0.120"	11	4.7	150	2	50	—	—	265
SSS 30 5G	30	5.0 x 30.0	0.179"	7	10.7	267	6.7	167	3.9	100	380
SSS 30 6G	30	6.0 x 30.0	0.179"	7	19	475	13.2	330	9	225	520
SSS 35 5G	35	5.0 x 35.0	0.179"	7	5.9	150	2.5	100	—	—	440
SSS 35 6G	35	6.0 x 35.0	0.179"	7	12.4	310	7.6	190	4.2	105	540
SSS 39 6G	39	6.0 x 39.0	0.179"	7	7.2	180	3	75	—	—	605

NOTE: EPA values are based ASCE 7-93 wind map.

* For 1/2 ft increments, add -6 to the pole height. Ex: 20-6 equals 20ft 6in.

TECHNICAL INFORMATION — EPA (ft²) WITH 3-SECOND GUST PER AASHTO 2013

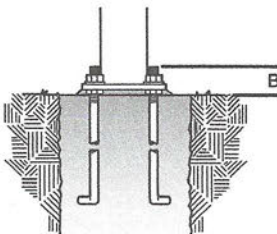
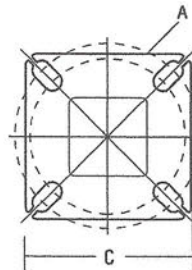
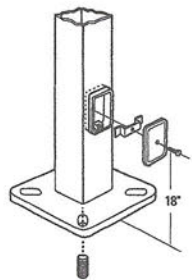
Series	Mounting Height (ft)*	Shaft Base Size	90 MPH	Max. weight	100 MPH	Max. weight	110 MPH	Max. weight	120 MPH	Max. weight	130 MPH	Max. weight	140 MPH	Max. weight	150 MPH	Max. weight	Approximate ship weight (lbs.)
SSS	10	4C	20	500	16	400	13	325	10.5	263	8.5	213	7	175	6	150	75
SSS	12	4C	16	400	13	325	10	250	8	200	6.5	163	5	125	4	100	90
SSS	14	4C	13.5	338	10	250	7.5	188	6	150	4.5	113	3.5	88	2.5	63	100
SSS	16	4C	10.5	263	7.5	188	5.5	138	4	100	3	75	1.5	38	1	25	115
SSS	18	4C	8	200	5.5	138	4	100	2.5	63	1.5	38	0.5	13	—	—	125
SSS	18	4G	13	325	9.5	238	7	175	5	125	3.5	88	2.5	63	1.5	38	185
SSS	18	5C	13	325	9.5	238	6.5	163	4.5	113	3	75	1.5	38	.5	13	170
SSS	20	4C	6	150	4	100	2.5	63	1	25	—	—	—	—	—	—	140
SSS	20	4G	10.5	263	7.5	188	5.5	138	3.5	88	2	50	1	25	—	—	205
SSS	20	5C	10	250	7	175	4.5	113	2.5	63	1	25	—	—	—	—	185
SSS	20	5G	20	500	15	375	11.5	288	8.5	213	6	150	4.5	113	3	75	265
SSS	25	4C	2	50	0.5	13	—	—	—	—	—	—	—	—	—	—	170
SSS	25	4G	5.5	138	3	75	1.5	38	—	—	—	—	—	—	—	—	245
SSS	25	5C	4.5	113	2	50	—	—	—	—	—	—	—	—	—	—	225
SSS	25	5G	12	300	8.5	213	5.5	138	3	75	1.5	38	—	—	—	—	360
SSS	25	6G	19	475	13.5	338	9	225	5.5	138	3	75	1	25	—	—	445
SSS	30	4G	1.5	38	—	—	—	—	—	—	—	—	—	—	—	—	291
SSS	30	5C	—	—	—	—	—	—	—	—	—	—	—	—	—	—	265
SSS	30	5G	6.5	163	3.5	88	1	25	—	—	—	—	—	—	—	—	380
SSS	30	6G	11	275	6	150	2.5	63	—	—	—	—	—	—	—	—	520
SSS	35	5G	2	50	—	—	—	—	—	—	—	—	—	—	—	—	440
SSS	35	6G	4	100	—	—	—	—	—	—	—	—	—	—	—	—	540
SSS	39	6G	—	—	—	—	—	—	—	—	—	—	—	—	—	—	605

NOTE: AASHTO 2013 criteria is the most conservative existing EPA calculation. For poles not showing EPA values under AASHTO 2013, EPA values may exist under commercial criteria (see table above).

*For 1/2 ft increments, add -6 to the pole height. Ex: 20-6 equals 20ft 6in.

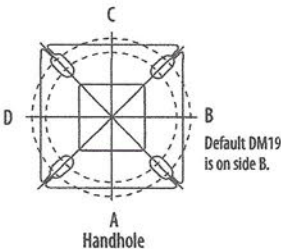
SSS Square Straight Steel Poles

BASE DETAIL



ANCHORAGE AND TEMPLATE INFORMATION								
Shaft base size	Bolt circle A	Bolt projection B	Base square C	Base plate thickness	Template description	Anchor bolt description	Bolt size (in. x in. x in.)	Anchor bolt and template description
4"C	8" – 9"	3.25"– 3.75"	8"– 8.25"	0.75"	ABTEMPLATE PJ50004	AB18-0	3/4 x 18 x 3	ABSSS-4C
4"G	8" – 9"	3.38"– 3.75"	8"– 8.25"	0.875"	ABTEMPLATE PJ50004	AB30-0	3/4 x 30 x 3	ABSSS-4G
5"	10" – 12"	3.5"– 4"	11"	1"	ABTEMPLATE PJ50010	AB36-0	1 x 36 x 4	ABSSS-5
6"	11" – 13"	4"– 4.50"	12.5"	1"	ABTEMPLATE PJ50011	AB36-0	1 x 36 x 4	N/A

HANDHOLE ORIENTATION



IMPORTANT INSTALLATION NOTES:

- Do not erect poles without having fixtures installed.
- Factory-supplied templates must be used when setting anchor bolts. Lithonia Lighting will not accept claim for incorrect anchorage placement due to failure to use Lithonia Lighting factory templates.
- If poles are stored outside, all protective wrapping must be removed immediately upon delivery to prevent finish damage.
- Lithonia Lighting is not responsible for the foundation design.
- Bolt circles have +/- 1/2" tolerance.

CAUTION: These specifications are intended for general purposes only. Lithonia Lighting reserves the right to change material or design, without prior notice, in a continuing effort to upgrade its products.



POLE-SSS

D-Series Size 2

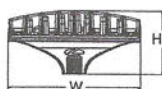
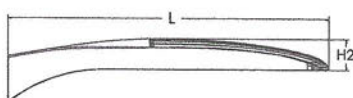
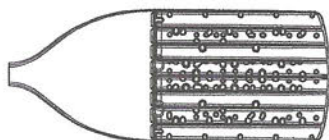
LED Area Luminaire



d#series

Specifications

EPA:	1.06 ft ² (0.10 m ²)
Length:	40.59" (103.1 cm)
Width:	16.76" (42.6 cm)
Height H1:	8.11" (20.6 cm)
Height H2:	3.96" (10.1 cm)
Weight:	46 lbs (20.9 kg)



Catalog
Number

Notes

Type

Hit the Tab key or mouse over the page to see all interactive elements.

Introduction

The modern styling of the D-Series features a highly refined aesthetic that blends seamlessly with its environment. The D-Series offers the benefits of the latest in LED technology into a high performance, high efficacy, long-life luminaire.

The outstanding photometric performance results in sites with excellent uniformity, greater pole spacing and lower power density. D-Series outstanding photometry aids in reducing the number of poles required in area lighting applications with typical energy savings of up to 80% vs. 1000W HID and expected service life of over 100,000 hours.

Ordering Information

EXAMPLE: DSX2 LED P7 40K 70CRI T3M MVOLT SPA NLTAIR2 PIRHN DDBXD

DSX2 LED									
Series	LEDs	Color temperature ²	Color Rendering Index ²	Distribution		Voltage		Mounting	
DSX2 LED	Forward optics	(this section 70CRI only)		AFR Automotive front row	T5M Type V medium	MVOLT (120V-277V) ⁴	Shipped included		
	P1 P5	30K 3000K	70CRI	T1S Type I short	T5LG Type V low glare	HVOLT (347V-480V) ^{5,6}	SPA	Square pole mounting (#8 drilling)	
	P2 P6	40K 4000K	70CRI	T2M Type II medium	T5W Type V wide	XVOLT (277V - 480V) ^{2,8}	RPA	Round pole mounting (#8 drilling)	
	P3 P7	50K 5000K	70CRI	T3M Type III medium	BLC3 Type III backlight control ³	120 ^{16, 26}	SPA5	Square pole mounting #5 drilling ⁹	
	P4 P8	(this section 80CRI only, extended lead times apply)		T3LG Type III low glare ³	BLC4 Type IV backlight control ³	208 ^{16, 26}	RPAS	Round pole mounting #5 drilling ⁹	
	Rotated optics			T4M Type IV medium	LCCO Left corner cutoff ³	240 ^{16, 26}	SPA8N	Square narrow pole mounting #8 drilling	
	P10 ¹ P13 ¹	27K 2700K	80CRI	T4LG Type IV low glare ³	RCCO Right corner cutoff ³	277 ^{16, 26}	WBA	Wall bracket ¹⁰	
	P11 ¹ P14 ¹	30K 3000K	80CRI	TFTM Forward throw medium		347 ^{16, 26}	MA	Mast arm adapter (mounts on 2 3/8" OD horizontal tenon)	
	P12 ¹	35K 3500K	80CRI			480 ^{16, 26}			
		40K 4000K	80CRI						
		50K 5000K	80CRI						

Control options		Other options		Finish (required)
Shipped installed		PER7	Seven-pin receptacle only (controls ordered separate) ^{14, 21}	DDBXD Dark Bronze
NLTAIR2 PIRHN	nLight AIR gen 2 enabled with bi-level motion / ambient senso, 8-40' mounting height, ambient sensor enabled at 2fc. ^{11, 12, 20, 21}	FAO	Field adjustable output ^{15, 21}	DBLXD Black
PIR	High/low, motion/ambient sensor, 8-40' mounting height, ambient sensor enabled at 2fc. ^{13, 20, 21}	BL30	Bi-level switched dimming, 30% ^{16, 21}	DNAXD Natural Aluminum
PER	NEMA twist-lock receptacle only (controls ordered separate) ¹⁴	BL50	Bi-level switched dimming, 50% ^{16, 21}	DWHXD White
PERS	Five-pin receptacle only (controls ordered separate) ^{14, 21}	DMG	0-10v dimming wires pulled outside fixture (for use with an external control, ordered separately) ¹⁷	DDBTXD Textured dark bronze
		DS	Dual switching ^{18, 19, 21}	DBLBXD Textured black
				DNATXD Textured natural aluminum
				DWHGXD Textured white
		SPD20KV	20KV surge protection	
		HS	Houseside shield (black finish standard) ²²	
		L90	Left rotated optics ¹	
		R90	Right rotated optics ¹	
		CCE	Coastal Construction ²³	
		HA	50°C ambient operation ²⁴	
		BAA	Buy America(n) Act Compliant	
		SF	Single fuse (120, 277, 347V) ²⁶	
		DF	Double fuse (208, 240, 480V) ²⁶	
		3G	Vibration rated for 3G ²⁷	
		Shipped separately		
		EGSR	External Glare Shield (reversible, field install required, matches housing finish)	
		BSDB	Bird Spikes (field install required)	



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DSX2-LED
Rev. 09/05/23
Page 1 of 10

Ordering Information

Accessories

Ordered and shipped separately.

DLL127F 1.5 JU	Photocell - SSL twist-lock (120-277V) ²⁵
DLL347F 1.5 CUL JU	Photocell - SSL twist-lock (347V) ²⁵
DLL480F 1.5 CUL JU	Photocell - SSL twist-lock (480V) ²⁵
DSH08T SBK	Shorting cap ²⁵
DSX2HS P#	House-side shield (enter package number 1-13 in place of #)
DSXRPA (FINISH)	Round pole adapter (#8 drilling, specify finish)
DSXSPAS (FINISH)	Square pole adapter #5 drilling (specify finish)
DSXRPA5 (FINISH)	Round pole adapter #5 drilling (specify finish)
DSXIEGSR (FINISH)	External glare shield (specify finish)
DSX2BSDB (FINISH)	Bird spike deterrent bracket (specify finish)

NOTES

- 1 Rotated optics available with packages P10, P11, P12, P13 and P14. Must be combined with option L90 or R90.
- 2 30K, 40K, and 50K available in 70CRI and 80CRI. 27K and 35K only available with 80CRI. Contact Technical Support for other possible combinations.
- 3 T3LG, T4LG, BLC3, BLC4, LCCO, RCOO not available with option HS.
- 4 MVOLT driver operates on any line voltage from 120-277V (50/60 Hz).
- 5 HVOLT driver operates on any line voltage from 347-480V (50/60 Hz).
- 6 HVOLT not available with package P10 when combined with option NLTAIR2 PIRHN or option PIR.
- 7 XVOLT operates with any voltage between 277V and 480V (50/60 Hz).
- 8 XVOLT not available in package P10. XVOLT not available with fusing (SF or DF).
- 9 SPA5 and RPA5 for use with #5 drilling only (Not for use with #8 drilling).
- 10 WBA cannot be combined with Type 5 distributions plus photocell (PER).
- 11 NLTAIR2 and PIRHN must be ordered together. For more information on nLight AIR2 visit this [link](#).
- 12 NLTAIR2 PIRHN not available with other controls including PIR, PER, PER5, PER7, FAO, BL30, BL50, DMG and DS. NLTAIR2 PIRHN not available with P10 using HVOLT. NLTAIR2 PIRHN not available with P10 using XVOLT.
- 13 PIR not available with NLTAIR2 PIRHN, PER, PER5, PER7, FAO, BL30, BL50, DMG and DS. PIR not available with P10 using HVOLT. PIR not available with P10 using XVOLT.
- 14 PER/PER5/PER7 not available with NLTAIR2 PIRHN, PIR, BL30, BL50, FAO, DMG and DS. Photocell ordered and shipped as a separate line item from Acuity Brands Controls. See accessories. Shorting Cap included.
- 15 FAO not available with other dimming control options NLTAIR2 PIRHN, PIR, PER5, PER7, BL30, BL50, DMG and DS.
- 16 BL30 and BL50 are not available with NLTAIR2 PIRHN, PIR, PER, PER5, PER7, FAO, DMG and DS. BL30 or BL50 must specify 120, 277 or 347V. Consult tech support for 208, 240 or 480V.
- 17 DMG not available with NLTAIR2 PIRHN, PIR, PER, PER5, PER7, BL30, BL50, FAO and DS.
- 18 DS not available with NLTAIR2 PIRHN, PIR, PER, PER5, PER7, BL30, BL50, FAO and DMG.
- 19 DS requires (2) separately switched circuits. DS provides 50/50 fixture operation via (2) different sets of leads on P1, P2, P3, P4, P5 (2 drivers). Note: Provides 60/40 operation using (2) different sets of leads on P6, P7, P8, P9, P10, P11, P12, P13, P14 (3 drivers).
- 20 Reference Motion Sensor Default Settings table on page 4 to see functionality.
- 21 Reference Controls Options table on page 4.
- 22 HS not available with T3LG, T4LG, BLC3, BLC4, LCCO and RCOO distribution. Also available as a separate accessory; see Accessories information.
- 23 CCE option not available with option BS and EGSR. Contact Technical Support for availability.
- 24 Option HA not available with performance packages P5, P6, P7, P8, P13 and P14.
- 25 Requires luminaire to be specified with PER, PER5 or PER7 option. See Controls Table on page 4.
- 26 Single fuse (SF) requires 120V, 277V, or 347V. Double fuse (DF) requires 208V, 240V or 480V. XVOLT not available with fusing (SF or DF).
- 27 Option 3G for use with (MA) mast arm mount only when 3G vibration is required.

Shield Accessories



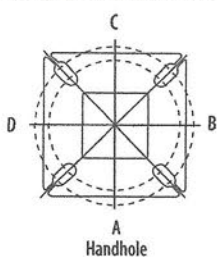
External Glare Shield (EGSR)



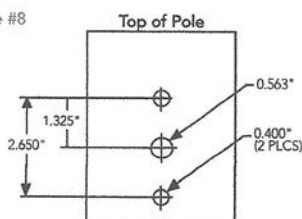
House Side Shield (HS)

Drilling

HANDHOLE ORIENTATION



Template #8



Tenon Mounting Slipfitter

Tenon O.D.	Mounting	Single Unit	2 @ 180	2 @ 90	3 @ 90	3 @ 120	4 @ 90
2-3/8"	RPA	AS3-5 190	AS3-5 280	AS3-5 290	AS3-5 390	AS3-5 320	AS3-5 490
2-7/8"	RPA	AST25-190	AST25-280	AST25-290	AST25-390	AST25-320	AST25-490
4"	RPA	AST35-190	AST35-280	AST35-290	AST35-390	AST35-320	AST35-490

Mounting Option	Drilling Template	Single	2 @ 180	2 @ 90	3 @ 90	3 @ 120	4 @ 90
Head Location		Side B	Side B & D	Side B & C	Side B, C & D	Round Pole Only	Side A, B, C & D
Drill Nomenclature	#8	DM19AS	DM28AS	DM29AS	DM39AS	DM32AS	DM49AS
Minimum Acceptable Outside Pole Dimension							
SPA	#8	3.5"	3.5"	3.5"	3.5"		3.5"
RPA	#8	3"	3"	3"	3"	3"	3"
SPAS	#5	3"	3"	3"	3"		3"
RPA5	#5	3"	3"	3"	3"	3"	3"
SPA8N	#8	3"	3"	3"	3"		3"

DSX2 Area Luminaire - EPA

*Includes luminaire and integral mounting arm. Other tenons, arms, brackets or other accessories are not included in this EPA data.

Fixture Quantity & Mounting Configuration	Single DM19	2 @ 180 DM28	2 @ 90 DM29	3 @ 90 DM39	3 @ 120 DM32	4 @ 90 DM49
Mounting Type						
DSX2 with SPA	1.06	2.12	1.84	2.32	---	2.33
DSX2 with SPAS, SPA8N	1.07	2.14	1.90	2.43	---	2.44
DSX2 with RPA, RPA5	1.07	2.14	1.90	2.43	2.31	2.44
DSX2 with MA	1.20	2.40	2.12	3.00	2.92	3.00



COMMERCIAL OUTDOOR

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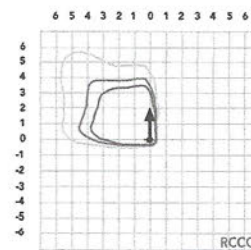
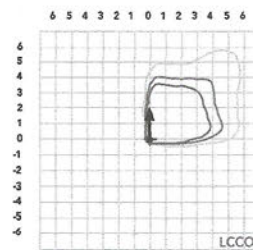
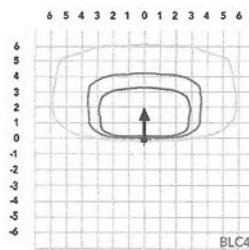
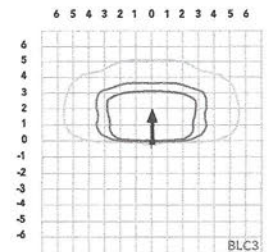
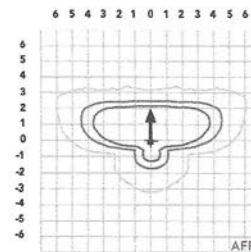
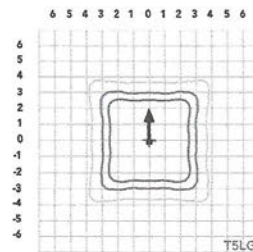
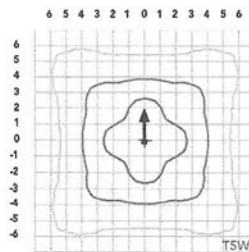
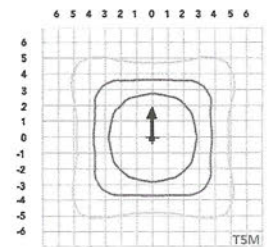
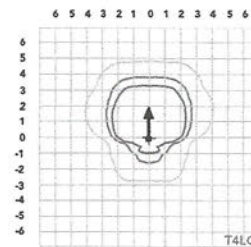
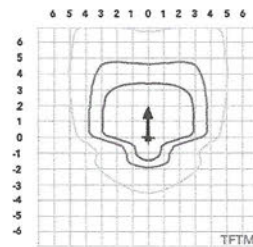
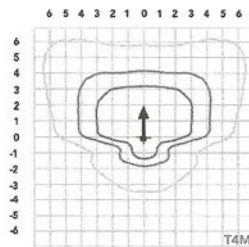
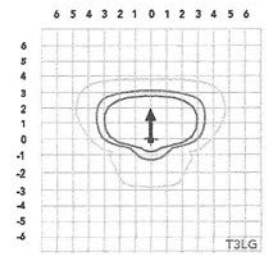
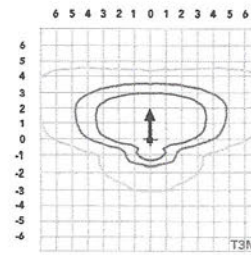
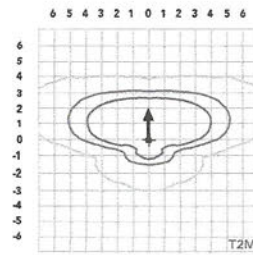
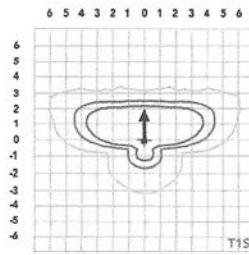
DSX2-LED
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Photometric Diagrams

To see complete photometric reports or download .ies files for this product, visit [Lithonia Lighting's homepage](https://www.lithonia.com).

Isofootcandle plots for the DSX2 LED P8 40K 70CRI. Distances are in units of mounting height (40').

LEGEND



Performance Data

Lumen Ambient Temperature (LAT) Multipliers

Use these factors to determine relative lumen output for average ambient temperatures from 0-40°C (32-104°F).

Ambient		Lumen Multiplier
0°C	32°F	1.04
5°C	41°F	1.03
10°C	50°F	1.03
15°C	59°F	1.02
20°C	68°F	1.01
25°C	77°F	1.00
30°C	86°F	0.99
35°C	95°F	0.98
40°C	104°F	0.97

Projected LED Lumen Maintenance

Data references the extrapolated performance projections for the platforms noted in a 25°C ambient, based on 10,000 hours of LED testing (tested per IESNA LM-80-08 and projected per IESNA TM-21-11).

To calculate LLF, use the lumen maintenance factor that corresponds to the desired number of operating hours below. For other lumen maintenance values, contact factory.

Operating Hours	Lumen Maintenance Factor
0	1.00
25,000	0.95
50,000	0.90
100,000	0.82

FAO Dimming Settings

FAO Position	% Wattage	% Lumen Output
8	100%	100%
7	93%	95%
6	80%	85%
5	66%	73%
4	54%	61%
3	41%	49%
2	29%	36%
1	15%	20%

*Note: Calculated values are based on original performance package data. When calculating new values for given FAO position, use published values for each package based on input watts and lumens by optic type.

Electrical Load

	Performance Package	LED Count	Drive Current (mA)	Wattage	Current (A)					
					120V	208V	240V	277V	347V	480V
Forward Optics (Non-Rotated)	P1	80	530	135	1.12	0.65	0.56	0.49	0.39	0.28
	P2	80	700	181	1.49	0.86	0.75	0.65	0.52	0.37
	P3	80	850	222	1.83	1.05	0.91	0.79	0.63	0.46
	P4	80	1050	277	2.27	1.31	1.14	0.98	0.79	0.57
	P5	80	1250	333	2.72	1.57	1.36	1.18	0.94	0.68
	P6	100	1050	345	2.85	1.64	1.42	1.23	0.98	0.71
	P7	100	1250	414	3.41	1.97	1.70	1.48	1.18	0.85
	P8	100	1400	466	3.85	2.22	1.93	1.67	1.33	0.96
Rotated Optics (Requires L90 or R90)	P10	90	530	152	1.27	0.73	0.63	0.55	0.44	0.32
	P11	90	700	203	1.69	0.97	0.84	0.73	0.58	0.42
	P12	90	850	249	2.06	1.19	1.03	0.89	0.71	0.52
	P13	90	1200	358	2.95	1.70	1.47	1.28	1.02	0.74
	P14	90	1400	421	3.46	2.00	1.73	1.50	1.20	0.87

LED Color Temperature / Color Rendering Multipliers

	70 CRI		80 CRI		90 CRI	
	Lumen Multiplier	Availability	Lumen Multiplier	Availability	Lumen Multiplier	Availability
5000K	102%	Standard	92%	Extended lead-time	71%	(see note)
4000K	100%	Standard	92%	Extended lead-time	67%	(see note)
3500K	100%	(see note)	90%	Extended lead-time	63%	(see note)
3000K	96%	Standard	87%	Extended lead-time	61%	(see note)
2700K	94%	(see note)	85%	Extended lead-time	57%	(see note)

Note: Some LED types are available as per special request. Contact Technical Support for more information.

Motion Sensor Default Settings

Option	Unoccupied Dimmed Level	High Level (when occupied)	Photocell Operation	Dwell Time	Ramp-up Time	Dimming Fade Rate
PIR	30%	100%	Enabled @ 2FC	7.5 min	3 sec	5 min
PIRHN	30%	100%	Enabled @ 2FC	7.5 min	3 sec	5 min

Controls Options

Nomenclature	Description	Functionality	Primary control device	Notes
FAO	Field adjustable output device installed inside the luminaire; wired to the driver dimming leads.	Allows the luminaire to be manually dimmed, effectively trimming the light output.	FAO device	Cannot be used with other controls options that need the 0-10V leads
DS (not available on DSX0)	Drivers wired independently for 50/50 luminaire operation	The luminaire is wired to two separate circuits, allowing for 50/50 operation.	Independently wired drivers	Requires two separately switched circuits. Consider nLight AIR as a more cost effective alternative.
PERS or PER7	Twist-lock photocell receptacle	Compatible with standard twist-lock photocells for dusk to dawn operation, or advanced control nodes that provide 0-10V dimming signals.	Twist-lock photocells such as DLL Elite or advanced control nodes such as ROAM.	Pins 4 & 5 to dimming leads on driver, Pins 6 & 7 are capped inside luminaire. Cannot be used with other controls options that need the 0-10V leads.
PIR	Motion sensor with integral photocell. Sensor suitable for 8' to 40' mounting height.	Luminaires dim when no occupancy is detected.	Acuity Controls r5BG	Cannot be used with other controls options that need the 0-10V leads.
NLTAIR2 PIRHN	nLight AIR enabled luminaire for motion sensing, photocell and wireless communication.	Motion and ambient light sensing with group response. Scheduled dimming with motion sensor over-ride when wirelessly connected to the nLight Eclipse.	nLight Air r5BG	nLight AIR sensors can be programmed and commissioned from the ground using the CLAIRity Pro app. Cannot be used with other controls options that need the 0-10V leads.
BL30 or BL50	Integrated bi-level device that allows a second control circuit to switch all light engines to either 30% or 50% light output	BLC device provides input to 0-10V dimming leads on all drivers providing either 100% or dimmed (30% or 50%) control by a secondary circuit	BLC UVOLT1	BLC device is powered off the 0-10V dimming leads, thus can be used with any input voltage from 120 to 480V



Performance Data

Lumen Output

Lumen values are from photometric tests performed in accordance with IESNA LM-79-08. Data is considered to be representative of configurations shown within the tolerances described within LM-79. Contact factory for performance data on any configurations not shown here.

Forward Optics																			
Performance Package	System Watts	LED Count	Drive Current (mA)	Distribution Type	30K					40K					50K				
					(3000K, 70 CRI)					(4000K, 70 CRI)					(5000K, 70 CRI)				
					Lumens	B	U	G	LPW	Lumens	B	U	G	LPW	Lumens	B	U	G	LPW
P1	135W	80	530	T1S	19,946	2	0	3	148	20,787	2	0	3	155	21,192	2	0	3	158
				T2M	18,477	3	0	4	137	19,256	3	0	4	143	19,632	3	0	4	146
				T3M	18,691	3	0	5	139	19,480	3	0	5	145	19,859	3	0	5	148
				T3LG	16,696	2	0	2	124	17,400	2	0	2	129	17,740	2	0	2	132
				T4M	18,970	3	0	5	141	19,770	3	0	5	147	20,155	3	0	5	150
				T4LG	17,253	2	0	2	128	17,981	2	0	2	134	18,331	2	0	2	136
				TFTM	19,101	3	0	5	142	19,907	3	0	5	148	20,295	3	0	5	151
				T5M	19,517	5	0	3	145	20,341	5	0	3	151	20,737	5	0	3	154
				TSW	19,834	5	0	3	147	20,670	5	0	3	154	21,073	5	0	3	157
				TSLG	19,574	4	0	2	146	20,400	4	0	2	152	20,797	4	0	2	155
				BLC3	13,595	0	0	3	101	14,169	0	0	3	105	14,445	0	0	3	107
				BLC4	14,042	0	0	4	104	14,634	0	0	4	109	14,919	0	0	4	111
				RCCO	13,718	1	0	3	102	14,297	1	0	3	106	14,576	1	0	3	108
				LCCO	13,718	1	0	3	102	14,297	1	0	3	106	14,576	1	0	3	108
				AFR	19,946	2	0	3	148	20,787	2	0	3	155	21,192	2	0	3	158
P2	179W	80	700	T1S	25,520	3	0	3	142	26,597	3	0	3	148	27,116	3	0	3	151
				T2M	23,641	3	0	5	132	24,638	3	0	5	137	25,118	3	0	5	140
				T3M	23,915	3	0	5	133	24,924	3	0	5	139	25,410	3	0	5	142
				T3LG	21,363	3	0	3	119	22,264	3	0	3	124	22,698	3	0	3	127
				T4M	24,272	3	0	5	135	25,296	3	0	5	141	25,789	3	0	5	144
				T4LG	22,075	3	0	3	123	23,006	3	0	3	128	23,455	3	0	3	131
				TFTM	24,440	3	0	5	136	25,471	3	0	5	142	25,967	3	0	5	145
				T5M	24,972	5	0	3	139	26,026	5	0	3	145	26,533	5	0	3	148
				TSW	25,377	5	0	4	142	26,448	5	0	4	148	26,963	5	0	4	150
				TSLG	25,045	4	0	2	140	26,101	4	0	2	146	26,610	4	0	2	148
				BLC3	17,395	0	0	4	97	18,129	0	0	4	101	18,482	0	0	4	103
				BLC4	17,966	0	0	4	100	18,724	0	0	5	104	19,089	0	0	5	107
				RCCO	17,552	1	0	4	98	18,293	1	0	4	102	18,649	1	0	4	104
				LCCO	17,552	1	0	4	98	18,293	1	0	4	102	18,649	1	0	4	104
				AFR	25,520	3	0	3	142	26,597	3	0	3	148	27,116	3	0	3	151
P3	219W	80	850	T1S	30,127	3	0	4	137	31,398	3	0	4	143	32,010	3	0	4	146
				T2M	27,908	3	0	5	127	29,085	3	0	5	133	29,652	3	0	5	135
				T3M	28,232	3	0	5	129	29,423	3	0	5	134	29,996	3	0	5	137
				T3LG	25,218	3	0	3	115	26,282	3	0	3	120	26,794	3	0	3	122
				T4M	28,652	3	0	5	131	29,861	3	0	5	136	30,443	3	0	5	139
				T4LG	26,059	3	0	3	119	27,159	3	0	3	124	27,688	3	0	3	126
				TFTM	28,851	3	0	5	132	30,068	3	0	5	137	30,654	3	0	5	140
				T5M	29,479	5	0	4	134	30,723	5	0	4	140	31,322	5	0	4	143
				TSW	29,957	5	0	4	137	31,221	5	0	4	142	31,830	5	0	4	145
				TSLG	29,565	4	0	2	135	30,812	5	0	2	140	31,413	5	0	2	143
				BLC3	20,535	0	0	4	94	21,401	0	0	4	98	21,818	0	0	4	99
				BLC4	21,209	0	0	5	97	22,104	0	0	5	101	22,534	0	0	5	103
				RCCO	20,720	1	0	4	94	21,594	1	0	4	98	22,015	1	0	4	100
				LCCO	20,720	1	0	4	94	21,594	1	0	4	98	22,015	1	0	4	100
				AFR	30,127	3	0	4	137	31,398	3	0	4	143	32,010	3	0	4	146
P4	273W	80	1050	T1S	35,879	3	0	4	132	37,392	3	0	4	137	38,121	3	0	4	140
				T2M	33,236	3	0	5	122	34,638	3	0	5	127	35,313	3	0	5	130
				T3M	33,622	3	0	5	123	35,040	3	0	5	129	35,723	3	0	5	131
				T3LG	30,033	3	0	4	110	31,300	3	0	4	115	31,910	3	0	4	117
				T4M	34,123	3	0	5	125	35,562	3	0	5	130	36,255	3	0	5	133
				T4LG	31,035	3	0	4	114	32,344	3	0	4	119	32,974	3	0	4	121
				TFTM	34,359	3	0	5	126	35,808	3	0	5	131	36,506	3	0	5	134
				T5M	35,108	5	0	4	129	36,589	5	0	4	134	37,302	5	0	4	137
				TSW	35,677	5	0	4	131	37,182	5	0	5	136	37,907	5	0	5	139
				TSLG	35,209	5	0	3	129	36,695	5	0	3	135	37,410	5	0	3	137
				BLC3	24,456	0	0	4	90	25,487	0	0	4	93	25,984	0	0	5	95
				BLC4	25,258	0	0	5	93	26,324	0	0	5	97	26,837	0	0	5	98
				RCCO	24,676	1	0	4	91	25,717	1	0	4	94	26,218	1	0	4	96
				LCCO	24,676	1	0	4	91	25,717	1	0	4	94	26,218	1	0	4	96
				AFR	35,879	3	0	4	132	37,392	3	0	4	137	38,121	3	0	4	140

Performance Data

Lumen Output

Lumen values are from photometric tests performed in accordance with IESNA LM-79-08. Data is considered to be representative of configurations shown within the tolerances described within LM-79. Contact factory for performance data on any configurations not shown here.

Forward Optics																			
Performance Package	System Watts	LED Count	Drive Current (mA)	Distribution Type	30K					40K					50K				
					(3000K, 70 CRI)					(4000K, 70 CRI)					(5000K, 70 CRI)				
					Lumens	B	U	G	LPW	Lumens	B	U	G	LPW	Lumens	B	U	G	LPW
P5	327W	80	1250	T1S	41,149	3	0	4	126	42,885	3	0	4	131	43,721	3	0	4	134
				T2M	38,118	4	0	5	117	39,727	4	0	5	122	40,501	4	0	5	124
				T3M	38,561	3	0	5	118	40,187	3	0	5	123	40,971	3	0	5	125
				T3LG	34,445	3	0	4	105	35,898	3	0	4	110	36,598	3	0	4	112
				T4M	39,135	3	0	5	120	40,786	3	0	5	125	41,581	3	0	5	127
				T4LG	35,594	3	0	4	109	37,095	3	0	4	114	37,818	3	0	4	116
				TFTM	39,406	3	0	5	121	41,069	3	0	5	126	41,869	3	0	5	128
				T5M	40,265	5	0	4	123	41,964	5	0	4	128	42,782	5	0	5	131
				T5W	40,918	5	0	5	125	42,644	5	0	5	131	43,475	5	0	5	133
				T5LG	40,382	5	0	3	124	42,085	5	0	3	129	42,906	5	0	3	131
				BLC3	28,048	0	0	5	86	29,231	0	0	5	90	29,801	0	0	5	91
				BLC4	28,969	0	0	5	89	30,191	0	0	5	92	30,779	0	0	5	94
				RCCO	28,301	2	0	5	87	29,495	2	0	5	90	30,070	2	0	5	92
				LCCO	28,301	2	0	5	87	29,495	2	0	5	90	30,070	2	0	5	92
				P6	342W	100	1050	AFR	41,149	3	0	4	126	42,885	3	0	4	131	43,721
T1S	45,968	3	0					4	135	47,907	3	0	5	140	48,841	3	0	5	143
T2M	42,582	4	0					5	125	44,379	4	0	5	130	45,244	4	0	5	132
T3M	43,076	4	0					5	126	44,894	4	0	5	131	45,769	4	0	5	134
T3LG	38,479	3	0					4	113	40,102	3	0	4	117	40,884	3	0	4	120
T4M	43,719	4	0					5	128	45,563	4	0	5	133	46,451	4	0	5	136
T4LG	39,762	3	0					4	116	41,439	3	0	4	121	42,247	3	0	4	124
TFTM	44,021	3	0					5	129	45,878	4	0	5	134	46,772	4	0	5	137
T5M	44,980	5	0					5	132	46,878	5	0	5	137	47,792	5	0	5	140
T5W	45,710	5	0					5	134	47,638	5	0	5	139	48,566	5	0	5	142
T5LG	45,111	5	0					3	132	47,014	5	0	3	138	47,930	5	0	3	140
BLC3	31,333	0	0					5	92	32,655	0	0	5	96	33,291	0	0	5	97
BLC4	32,361	0	0					5	95	33,726	0	0	5	99	34,384	0	0	5	101
RCCO	31,615	2	0					5	93	32,949	2	0	5	96	33,591	2	0	5	98
LCCO	31,615	2	0					5	93	32,949	2	0	5	96	33,591	2	0	5	98
P7	409W	100	1250	AFR	45,968	3	0	4	135	47,907	3	0	5	140	48,841	3	0	5	143
				T1S	52,692	3	0	5	129	54,915	3	0	5	134	55,986	3	0	5	137
				T2M	48,811	4	0	5	119	50,871	4	0	5	124	51,862	4	0	5	127
				T3M	49,378	4	0	5	121	51,461	4	0	5	126	52,464	4	0	5	128
				T3LG	44,107	3	0	4	108	45,968	3	0	4	112	46,864	3	0	5	115
				T4M	50,114	4	0	5	122	52,228	4	0	5	128	53,246	4	0	5	130
				T4LG	45,579	3	0	4	111	47,501	3	0	4	116	48,427	3	0	4	118
				TFTM	50,460	4	0	5	123	52,589	4	0	5	129	53,614	4	0	5	131
				T5M	51,560	5	0	5	126	53,735	5	0	5	131	54,783	5	0	5	134
				T5W	52,396	5	0	5	128	54,607	5	0	5	133	55,671	5	0	5	136
				T5LG	51,710	5	0	4	126	53,891	5	0	4	132	54,941	5	0	4	134
				BLC3	35,916	1	0	5	88	37,431	1	0	5	91	38,161	1	0	5	93
				BLC4	37,095	0	0	5	91	38,660	0	0	5	94	39,413	0	0	5	96
				RCCO	36,240	2	0	5	89	37,769	2	0	5	92	38,505	2	0	5	94
				LCCO	36,240	2	0	5	89	37,769	2	0	5	92	38,505	2	0	5	94
P8	462W	100	1400	AFR	52,692	3	0	5	129	54,915	3	0	5	134	55,986	3	0	5	137
				T1S	57,662	3	0	5	125	60,094	4	0	5	130	61,266	4	0	5	132
				T2M	53,415	4	0	5	116	55,668	4	0	5	120	56,753	4	0	5	123
				T3M	54,034	4	0	5	117	56,314	4	0	5	122	57,412	4	0	5	124
				T3LG	48,267	3	0	5	104	50,304	3	0	5	109	51,284	3	0	5	111
				T4M	54,840	4	0	5	119	57,154	4	0	5	124	58,268	4	0	5	126
				T4LG	49,877	3	0	5	108	51,981	3	0	5	112	52,994	3	0	5	115
				TFTM	55,219	4	0	5	119	57,549	4	0	5	124	58,671	4	0	5	127
				T5M	56,423	5	0	5	122	58,803	5	0	5	127	59,949	5	0	5	130
				T5W	57,338	5	0	5	124	59,757	5	0	5	129	60,921	5	0	5	132
				T5LG	56,586	5	0	4	122	58,974	5	0	4	128	60,123	5	0	4	130
				BLC3	39,303	1	0	5	85	40,962	1	0	5	89	41,760	1	0	5	90
				BLC4	40,593	0	0	5	88	42,306	0	0	5	91	43,130	0	0	5	93
				RCCO	39,658	2	0	5	86	41,331	2	0	5	89	42,137	2	0	5	91
				LCCO	39,658	2	0	5	86	41,331	2	0	5	89	42,137	2	0	5	91
AFR	57,662	3	0	5	125	60,094	4	0	5	130	61,266	4	0	5	132				

Performance Data

Lumen Output

Lumen values are from photometric tests performed in accordance with IESNA LM-79-08. Data is considered to be representative of configurations shown within the tolerances described within LM-79. Contact factory for performance data on any configurations not shown here.

Rotated Optics																							
Performance Package	System Watts	LED Count	Drive Current (mA)	Distribution Type	30K					40K					50K								
					(3000K, 70 CRI)					(4000K, 70 CRI)					(5000K, 70 CRI)								
					Lumens	B	U	G	LPW	Lumens	B	U	G	LPW	Lumens	B	U	G	LPW				
P10	152W	90	530	T1S	22,798	4	0	4	150	23,760	4	0	4	156	24,223	4	0	4	159				
				T2M	21,119	5	0	5	139	22,010	5	0	5	145	22,439	5	0	5	148				
				T3M	21,361	5	0	5	141	22,262	5	0	5	147	22,696	5	0	5	149				
				T3LG	19,084	4	0	4	126	19,889	4	0	4	131	20,277	4	0	4	133				
				T4M	21,679	5	0	5	143	22,594	5	0	5	149	23,034	5	0	5	152				
				T4LG	19,717	4	0	4	130	20,549	4	0	4	135	20,950	4	0	4	138				
				TFTM	21,833	5	0	5	144	22,754	5	0	5	150	23,197	5	0	5	153				
				T5M	22,305	5	0	3	147	23,246	5	0	3	153	23,699	5	0	3	156				
				T5W	22,667	5	0	3	149	23,623	5	0	4	155	24,084	5	0	4	158				
				T5LG	22,370	4	0	2	147	23,314	4	0	2	153	23,768	4	0	2	156				
				BLC3	15,539	4	0	4	102	16,194	4	0	4	107	16,510	4	0	4	109				
				BLC4	16,048	4	0	4	106	16,725	4	0	4	110	17,051	4	0	4	112				
				RCCO	15,679	1	0	3	103	16,340	1	0	3	108	16,659	1	0	3	110				
				LCCO	15,679	1	0	3	103	16,340	1	0	3	108	16,659	1	0	3	110				
				AFR	22,798	4	0	4	150	23,760	4	0	4	156	24,223	4	0	4	159				
				P11	203W	90	700	T1S	29,222	4	0	4	144	30,455	4	0	4	150	31,048	4	0	4	153
								T2M	27,070	5	0	5	134	28,212	5	0	5	139	28,762	5	0	5	142
T3M	27,380	5	0					5	135	28,535	5	0	5	141	29,091	5	0	5	144				
T3LG	24,462	4	0					4	121	25,493	4	0	4	126	25,990	4	0	4	128				
T4M	27,788	5	0					5	137	28,960	5	0	5	143	29,525	5	0	5	146				
T4LG	25,273	4	0					4	125	26,339	4	0	4	130	26,853	4	0	4	133				
TFTM	27,985	5	0					5	138	29,165	5	0	5	144	29,734	5	0	5	147				
T5M	28,591	5	0					4	141	29,797	5	0	4	147	30,377	5	0	4	150				
T5W	29,054	5	0					4	143	30,280	5	0	4	149	30,870	5	0	4	152				
T5LG	28,673	4	0					2	142	29,883	4	0	2	148	30,465	5	0	2	150				
BLC3	19,917	4	0					4	98	20,757	4	0	4	102	21,162	4	0	4	104				
BLC4	20,570	5	0					5	102	21,437	5	0	5	106	21,855	5	0	5	108				
RCCO	20,097	1	0					4	99	20,945	1	0	4	103	21,353	1	0	4	105				
LCCO	20,097	1	0					4	99	20,945	1	0	4	103	21,353	1	0	4	105				
AFR	29,222	4	0					4	144	30,455	4	0	4	150	31,048	4	0	4	153				
P12	248W	90	850					T1S	34,526	5	0	5	139	35,983	5	0	5	145	36,684	5	0	5	148
								T2M	31,984	5	0	5	129	33,333	5	0	5	135	33,983	5	0	5	137
				T3M	32,350	5	0	5	131	33,715	5	0	5	136	34,372	5	0	5	139				
				T3LG	28,902	4	0	4	117	30,121	4	0	4	122	30,708	4	0	4	124				
				T4M	32,832	5	0	5	133	34,217	5	0	5	138	34,884	5	0	5	141				
				T4LG	29,861	4	0	4	121	31,120	4	0	4	126	31,727	5	0	4	128				
				TFTM	33,064	5	0	5	134	34,459	5	0	5	139	35,131	5	0	5	142				
				T5M	33,780	5	0	4	136	35,205	5	0	4	142	35,891	5	0	4	145				
				T5W	34,327	5	0	4	139	35,776	5	0	4	145	36,473	5	0	4	147				
				T5LG	33,878	5	0	3	137	35,307	5	0	3	143	35,995	5	0	3	145				
				BLC3	23,532	5	0	5	95	24,525	5	0	5	99	25,003	5	0	5	101				
				BLC4	24,303	5	0	5	98	25,328	5	0	5	102	25,822	5	0	5	104				
				RCCO	23,745	1	0	4	96	24,747	1	0	4	100	25,229	1	0	4	102				
				LCCO	23,745	1	0	4	96	24,747	1	0	4	100	25,229	1	0	4	102				
				AFR	34,526	5	0	5	139	35,983	5	0	5	145	36,684	5	0	5	148				

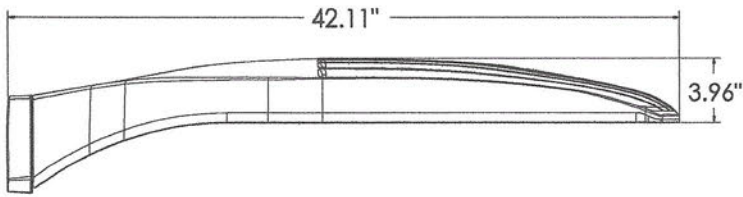
Performance Data

Lumen Output

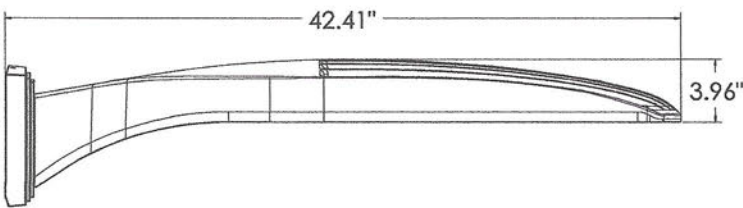
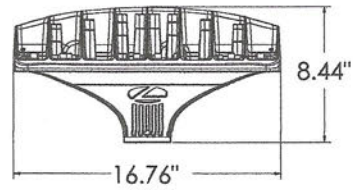
Lumen values are from photometric tests performed in accordance with IESNA LM-79-08. Data is considered to be representative of configurations shown within the tolerances described within LM-79. Contact factory for performance data on any configurations not shown here.

Rotated Optics																			
Performance Package	System Watts	LED Count	Drive Current (mA)	Distribution Type	30K					40K					50K				
					{3000K, 70 CRI}					{4000K, 70 CRI}					{5000K, 70 CRI}				
					Lumens	B	U	G	LPW	Lumens	B	U	G	LPW	Lumens	B	U	G	LPW
P13	354W	90	1200	T1S	45,748	5	0	5	129	47,678	5	0	5	135	48,608	5	0	5	137
				T2M	42,380	5	0	5	120	44,168	5	0	5	125	45,029	5	0	5	127
				T3M	42,865	5	0	5	121	44,673	5	0	5	126	45,544	5	0	5	129
				T3LG	38,296	5	0	5	108	39,911	5	0	5	113	40,689	5	0	5	115
				T4M	43,503	5	0	5	123	45,339	5	0	5	128	46,222	5	0	5	131
				T4LG	39,566	5	0	5	112	41,235	5	0	5	117	42,039	5	0	5	119
				TFTM	43,811	5	0	5	124	45,659	5	0	5	129	46,549	5	0	5	132
				T5M	44,760	5	0	5	126	46,648	5	0	5	132	47,557	5	0	5	134
				T5W	45,485	5	0	5	129	47,404	5	0	5	134	48,328	5	0	5	137
				T5LG	44,889	5	0	3	127	46,783	5	0	3	132	47,695	5	0	3	135
				BLC3	31,181	5	0	5	88	32,496	5	0	5	92	33,130	5	0	5	94
				BLC4	32,202	5	0	5	91	33,561	5	0	5	95	34,215	5	0	5	97
				RCCO	31,463	2	0	5	89	32,790	2	0	5	93	33,429	2	0	5	94
				LCCO	31,463	2	0	5	89	32,790	2	0	5	93	33,429	2	0	5	94
				AFR	45,748	5	0	5	129	47,678	5	0	5	135	48,608	5	0	5	137
				P14	415W	90	1400	T1S	51,272	5	0	5	123	53,435	5	0	5	129	54,476
T2M	47,497	5	0					5	114	49,500	5	0	5	119	50,465	5	0	5	121
T3M	48,040	5	0					5	116	50,067	5	0	5	121	51,043	5	0	5	123
T3LG	42,919	5	0					5	103	44,730	5	0	5	108	45,602	5	0	5	110
T4M	48,756	5	0					5	117	50,813	5	0	5	122	51,803	5	0	5	125
T4LG	44,343	5	0					5	107	46,214	5	0	5	111	47,115	5	0	5	113
TFTM	49,101	5	0					5	118	51,172	5	0	5	123	52,169	5	0	5	126
T5M	50,164	5	0					5	121	52,280	5	0	5	126	53,299	5	0	5	128
T5W	50,977	5	0					5	123	53,127	5	0	5	128	54,163	5	0	5	130
T5LG	50,309	5	0					4	121	52,432	5	0	4	126	53,453	5	0	4	129
BLC3	34,945	5	0					5	84	36,420	5	0	5	88	37,130	5	0	5	89
BLC4	36,090	5	0					5	87	37,613	5	0	5	91	38,346	5	0	5	92
RCCO	35,261	2	0					5	85	36,749	2	0	5	88	37,465	2	0	5	90
LCCO	35,261	2	0					5	85	36,749	2	0	5	88	37,465	2	0	5	90
AFR	51,272	5	0					5	123	53,435	5	0	5	129	54,476	5	0	5	131

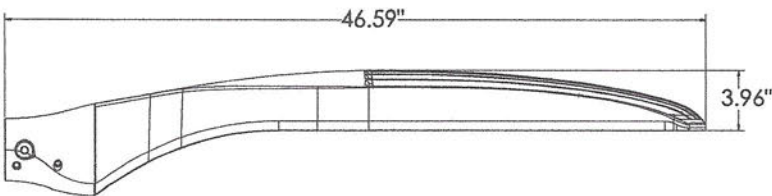
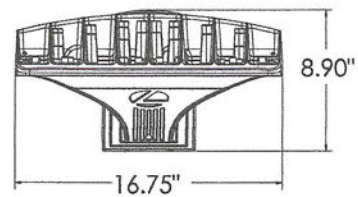
Dimensions



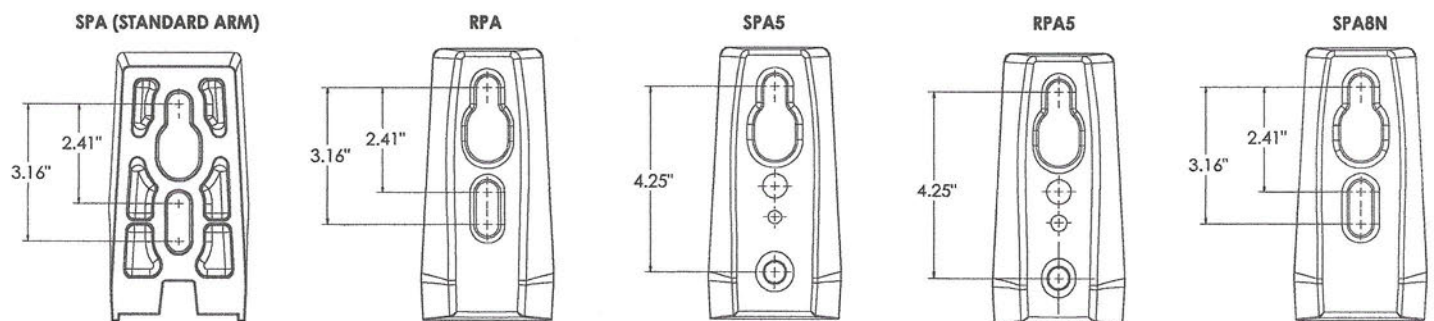
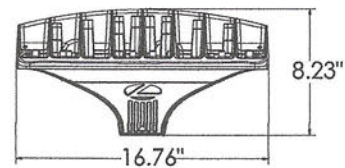
DSX2 with RPA, RPA5, SPA5, SPA8N mount
Weight: 48 lbs



DSX2 with WBA mount
Weight: 50 lbs



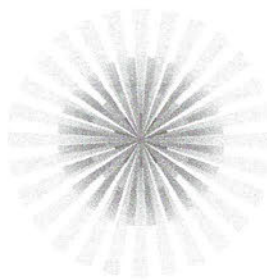
DSX2 with MA mount
Weight: 50 lbs



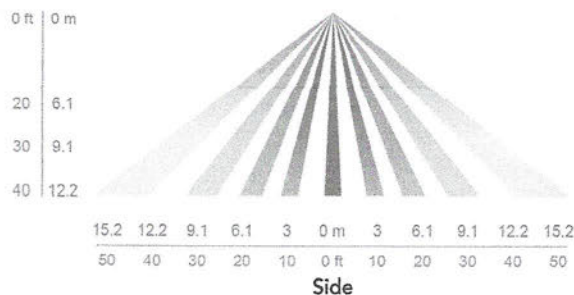
nLight Control - Sensor Coverage and Settings

nLight Sensor Coverage Pattern

NLTAIR2 PIRHN



Top



Side

FEATURES & SPECIFICATIONS

INTENDED USE

The sleek design of the D-Series Area Size 2 reflects the embedded high performance LED technology. It is ideal for applications like car dealerships and large parking lots adjacent to malls, transit stations, grocery stores, home centers, and other big-box retailers.

CONSTRUCTION

Single-piece die-cast aluminum housing has integral heat sink fins to optimize thermal management through conductive and convective cooling. Modular design allows for ease of maintenance and future light engine upgrades. The LED drivers are mounted in direct contact with the casting to promote low operating temperature and long life. Housing driver compartment is completely sealed against moisture and environmental contaminants (IP66). Vibration rated per ANSI C136.31 for 1.5G. 3G vibration rated available for (MA) mast arm mount when specifying option 3G. Low EPA (1.06 ft²) for optimized pole wind loading.

FINISH

Exterior parts are protected by a zinc-infused Super Durable TGIC thermoset powder coat finish that provides superior resistance to corrosion and weathering. A tightly controlled multi-stage process ensures a minimum 3 mils thickness for a finish that can withstand extreme climate changes without cracking or peeling. Available in both textured and non-textured finishes.

Coastal Construction (CCE)

Optional corrosion resistant construction is engineered with added corrosion protection in materials and/or pre-treatment of base material under super durable paint. Provides additional corrosion protection for applications near coastal areas. Finish is salt spray tested to over 5,000 hours per ASTM B117 with scribe rating of 10. Additional lead-times may apply.

OPTICS

Precision-molded proprietary silicone lenses are engineered for superior area lighting distribution, uniformity, and pole spacing. Light engines are available in 3000 K, 4000 K, or 5000 K (70 CRI) configurations. 80CRI configurations are also available. The D-Series Size 2 has zero uplight and qualifies as a Nighttime Friendly™ product, meaning it is consistent with the LEED® and Green Globes™ criteria for eliminating wasteful uplight.

ELECTRICAL

Light engine configurations consist of high-efficacy LEDs mounted to metal-core circuit boards to maximize heat dissipation and promote long life (up to L82/100,000 hrs at 25°C). Class 1 electronic drivers are designed to have a power factor >90%, THD <20%, and an expected life of 100,000 hours with <1% failure rate. Easily-serviceable 10kV surge protection device meets a minimum Category C Low operation (per ANSI/IEEE C62.41.2).

INSTALLATION

Integral mounting arm allows for fast mounting using Lithonia standard #8 drilling and accommodates pole drilling's from 2.41 to 3.12" on center. The standard "SPA" option for square poles and the "RPA" option for round poles use the #8 drilling. For #5 pole drillings, use SPA5 or RPA5. Additional mountings are available including a wall bracket (WBA) and mast arm (MA) option that allows luminaire attachment to a 2 3/8" horizontal mast arm.

STANDARD CONTROLS

The DSX2 LED area luminaire has a number of control options. DSX Size 2, comes standard with 0-10V dimming drivers. Dusk to dawn controls can be utilized via optional NEMA twist-lock photocell receptacles. Integrated motion sensor with on-board photocells feature field-adjustable programming and are suitable for mounting heights up to 40 feet. Control option BL features a bi-level device that allows a second control circuit to switch all light engines to either 30% or 50% light output.

nLIGHT AIR CONTROLS

The DSX2 LED area luminaire is also available with nLight® AIR for the ultimate in wireless control. This powerful controls platform provides out-of-the-box basic motion sensing and photocontrol functionality and is suitable for mounting heights up to 40 feet. Once commissioned using a smartphone and the easy-to-use CLAIRITY app, nLight AIR equipped luminaires can be grouped, resulting in motion sensor and photocell group response without the need for additional equipment. Scheduled dimming with motion sensor over-ride can be achieved when used with the nLight Eclipse. Additional information about nLight Air can be found [here](#).

LISTINGS

UL listed to meet U.S. and Canadian standards. UL Listed for wet locations. Light engines are IP66 rated; luminaire is IP66 rated. Rated for -40°C minimum ambient.

DesignLights Consortium® (DLC) Premium qualified product and DLC qualified product. Not all versions of this product may be DLC Premium qualified or DLC qualified. Please check the DLC Qualified Products List at www.designlights.org/CPL to confirm which versions are qualified.

International Dark-Sky Association (IDA) Fixture Seal of Approval (FSA) is available for all products on this page utilizing 3000K color temperature only.

BUY AMERICAN ACT

Product with the BAA option is assembled in the USA and meets the Buy America(n) government procurement requirements under FAR, DFARS and DOT regulations. Please refer to www.acuitybrands.com/buy-american for additional information.

WARRANTY

5-year limited warranty. This is the only warranty provided and no other statements in this specification sheet create any warranty of any kind. All other express and implied warranties are disclaimed. Complete warranty terms located at: www.acuitybrands.com/support/warranty/terms-and-conditions

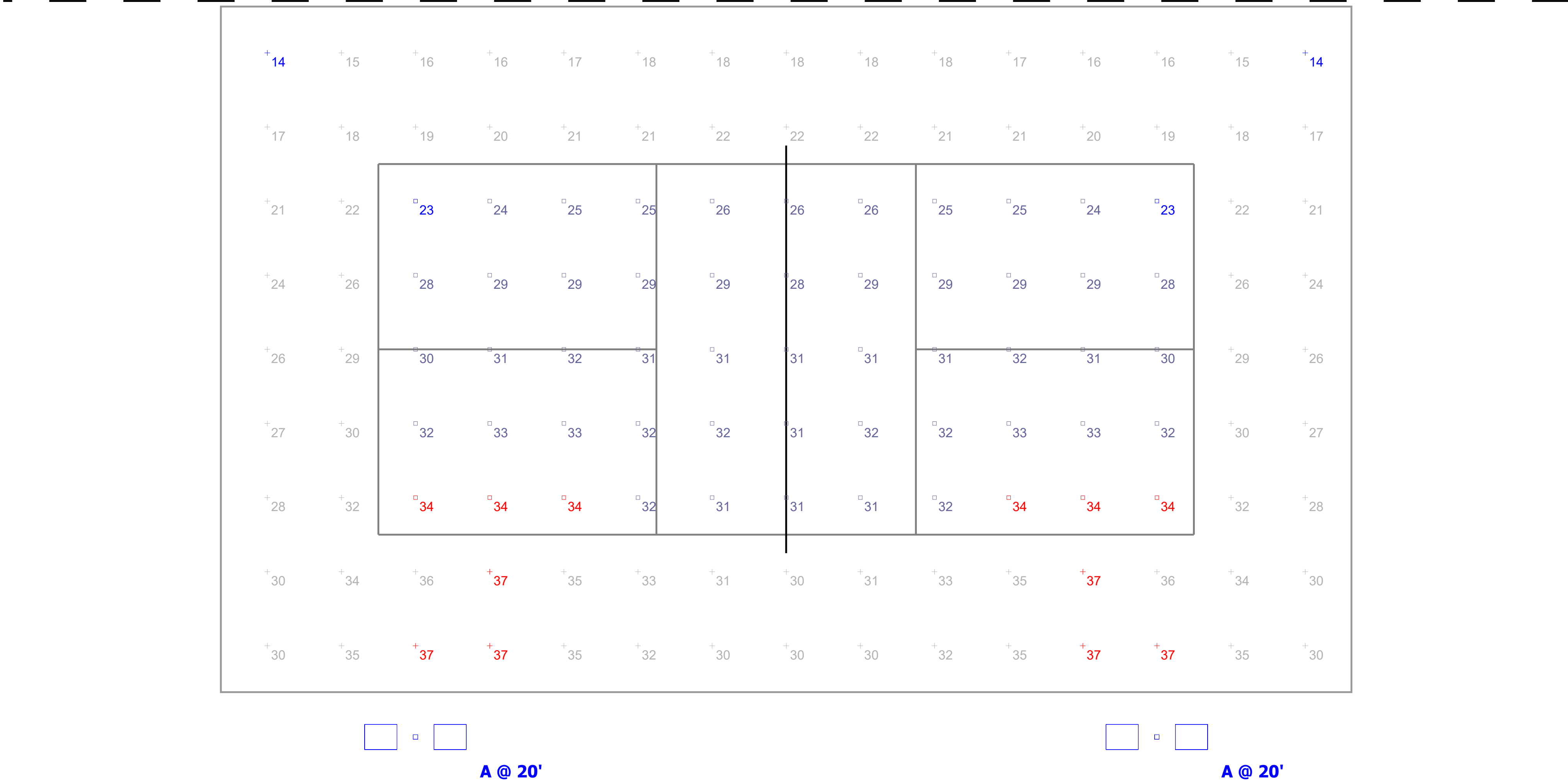
Note: Actual performance may differ as a result of end-user environment and application. All values are design or typical values, measured under laboratory conditions at 25 °C. Specifications subject to change without notice.



COMMERCIAL OUTDOOR

One Lithonia Way • Conyers, Georgia 30012 • Phone: 1-800-705-SERV (7378) • www.lithonia.com
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DSX2-LED
Rev. 09/05/23
Page 10 of 10



Plan View
Scale - 1/4" = 1ft

Schedule								
Symbol	Label	Quantity	Manufacturer	Catalog Number	Description	Light Loss Factor	Total Lamp Lumens	Wattage
	A	2	Lithonia Lighting	[...]	[...]	0.95	93702.58	830.94
			Lithonia Lighting	DSX2 LED P14 50K 80CRI T4M R90	D-Series Size 2 Area Luminaire P14 Performance Package 5000K CCT 80 CRI Type 4 Medium Optics Rotated 90 Degrees to Right	0.95	46851	415.47
			Lithonia Lighting	DSX2 LED P14 50K 80CRI T4M L90	D-Series Size 2 Area Luminaire P14 Performance Package 5000K CCT 80 CRI Type 4 Medium Optics Rotated 90 Degrees to Left	0.95	46851	415.47

Statistics						
Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
COURT - 36" ABOVE GRADE		30 fc	34 fc	23 fc	1.5:1	1.3:1
NOTES: 1. CALCULATION POINT WORK PLANE: 36" ABOVE FINISHED GRADE 2. FIXTURE MOUNTING HEIGHT: 20'-0" AFG 3. CALCULATIONS PROVIDED BY KSA ARE NOT A GUARANTEE OF PERFORMANCE. ACTUAL LIGHT LEVELS MAY VARY.**						

**WINNETKA ZONING BOARD OF APPEALS EXCERPT OF MEETING MINUTES
NOVEMBER 13, 2023**

Zoning Board Members Present: Matt Bradley, Chairman
Mark Haller
Lynn Hanley
Kate Casale MacNally
Mike Nielsen
Todd Vender

Zoning Board Members Absent: None

Village Staff: David Schoon, Director of Community Development
Ann Klaassen, Assistant Director of Community Development

New Cases:

a. Case No. 23-19-V2: 889 Sheridan Road: An application seeking approval of a zoning variation to allow construction of a pickleball court at 889 Sheridan Road. The requested variation would permit the pickleball court to provide less than the minimum required corner yard setback from the south property line along Tower Road. The Village Council has final jurisdiction on this request.

Ms. Klaassen identified the property's location, zoning classification and trapezoid lot shape as well as photos. She then identified the pickleball court's proposed location, size and setback along Tower Road which required a variation. Ms. Klaassen stated the request included the installation of two light poles and referred to an illustration of a typical pickleball court and light poles. She stated one email was received from a neighbor and provided to the Board. Ms. Klaassen stated a draft recommendation is included on page 11 and asked if there were any questions.

Ms. Casale MacNally referred to page 3 and the May 2023 building permit application referred to in the Property History and Previous Zoning Applications section of the staff report and asked if the proposal was contemplated in conjunction with the May 2023 application. Ms. Klaassen responded the applicant submitted the building permit application for the pickleball court in August 2023. Ms. Casale MacNally then asked if the lighting would not be problematic on Tower Road if they are on at night. Ms. Klaassen responded all properties are allowed to have lights but they are required to direct light onto their own property and the applicant would be required to provide glare shields. Mr. Haller asked if no other neighbor comments were received and referred to neighbors directly across from the property. Ms. Klaassen confirmed no additional comments from other neighbors were received and confirmed notice was mailed to property owners within 250 feet. Chairman Bradley referred to the Board's consideration of what is being installed in the corner yard setback and asked if there was any Village Council guidance on the treatment of pickleball court noise on private properties. He referred to the amount of noise which would result with the project. Ms. Klaassen responded there have been no other pickleball requests which needed variation relief and confirmed this is the first of such an application. Mr. Haller questioned the noise ordinance. Ms. Klaassen responded there is not a specific decibel limit.

Chairman Bradley swore in those speaking to this matter. Gary Frank, the architect, and Aaron Bruder, the civil engineer, introduced themselves to the Board. Mr. Frank confirmed the pickleball court is only an

1 issue due its location in the required setback. He stated the variation is being requested due to the location
2 and there is no space for it to be located to the east. Mr. Frank described the proposed location as the
3 clearest space on the property with there being impediments such as power lines and the storm sewer in
4 other locations. He described the proposed location as being hidden by pine trees and the flattest part of
5 the property. Mr. Frank then stated with regard to lighting, he identified Village street lights at the
6 intersection with the proposed light fixtures being diminished by the street lights.

7
8 Chairman Bradley asked if there were any questions. Ms. Casale MacNally referred to sheet V-1-5 and the
9 tree line and questioned how the pickleball court would be positioned. Mr. Frank identified the north area
10 which showed the rationale of why that location could not be used. Ms. Casale MacNally asked if the site
11 south of the pool was considered. Mr. Frank responded that location would have required a variation and
12 there is a steep incline toward the beach which represented a fall hazard. He noted Sheridan Road is
13 located 150 feet away from the court area and the trees would also provide a buffer. Mr. Bruder stated
14 mature trees in that location made its consideration a non-starter.

15
16 Ms. Hanley referred to the aerial image and the driveway toward Sheridan Road. Mr. Bruder confirmed
17 that portion of the driveway has been eliminated. Ms. Hanley asked if that is the utility easement location.
18 Mr. Bruder confirmed the easements ran to the north of the prior driveway. Mr. Frank stated they are not
19 technically utility easements; the utilities were installed to service the home built in 2001. Ms. Hanley
20 asked if the court can be moved toward the front yard setback line and referred to sheet V-1-3. Mr.
21 Bruder and Mr. Frank explained the rationale for the court's positioning in detail.

22
23 Chairman Bradley asked if there was any public comment. No public comments were made at this time.
24 He then called the matter in for discussion and referred to the standards on page 6. Ms. Hanley stated
25 she had no problem with the request and referred to the property's difficult shape and there are no
26 neighbors to the north as well as the limited area within which to locate the court without a variation. She
27 stated the request met the standards. Mr. Haller stated it would be difficult for the request to meet the
28 standards with the request possibly setting a precedent and he did not see the essentiality of the request.
29 Mr. Vender referred to the effect on the neighbors, specifically the neighbor across the street and stated
30 he is not concerned with precedent. He also stated he did not find the overall request difficult and would
31 be inclined to support it. The Board Members discussed the front yard alternative location. Chairman
32 Bradley referred to the amount of noise attributed to pickleball and agreed the request is only being
33 presented to the Board due to its setback location. He stated the request would also not be precedent
34 setting and referred to the comments relating to the effect on neighbors. Chairman Bradley then stated
35 the standards have been met with the exception of the reasonable return standard and he would be in
36 support of the application. Ms. Casale MacNally stated she would not support the application and
37 identified standard nos. 1, 3, 7 and 8 as giving her pause. She referred to safety issues and congestion.
38 Mr. Nielsen questioned how the situation can be improved and referred to the unsuitable alternative
39 locations. He stated he agreed with Ms. Casale MacNally in that several of the standards are not met and
40 he is undecided.

41
42 Chairman Bradley asked the applicants to address the Board's comments specifically relating to the
43 standards causing concern. Mr. Frank referred to congestion and noted there is a fence on the south
44 property line with there being no impact on the court's location in that area. He also stated moving it 5
45 feet to the north would not change the effect. Mr. Bruder stated the court's location would replace the
46 previous driveway's location and would reduce vehicular contact in that location. Mr. Frank then referred
47 to the public health and safety standard and stated the request would not impact anyone noting if the
48 south property owners were concerned, they would have voiced their opinion. He referred to altering the

1 locality standard and noted the west side driveway was removed. Mr. Frank stated moving the court to
2 the north would result in a more devastating impact and also result in removing the tree line. He described
3 the proposed location as the least impactful location. Mr. Frank then stated with regard to reasonable
4 return, the project would increase the property value for the homeowner. Mr. Frank reiterated if the
5 pickleball court was in a conforming location, they would not be before the Board and referred to the lot's
6 unique configuration. No additional questions were raised at this time.

7
8 Chairman Bradley took a straw poll of the Board's position and asked for a motion to recommend approval
9 as indicated on page 6. Ms. Hanley moved to recommend approval of the request. Mr. Nielsen seconded
10 the motion. A vote was taken and the motion passed, 4 to 2:

11 AYES: Bradley, Hanley, Nielsen, Vender

12 NAYS: Casale MacNally, Haller

13 ***
14

ATTACHMENT 3

From: [REDACTED]
To: melissa.smith@fnbwbank.com; Planning; gary@hgaryfrankarchitects.com
Subject: 889 Sheridan Rd Pickleball Court
Date: Monday, November 13, 2023 11:25:51 AM

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

Dear All,

We are located at 908 Sheridan Rd, directly across Sheridan Rd from the proposed pickleball court. We are fully supportive of the requested variation to the zoning rules, and believe the project should be allowed to proceed as proposed.

Tim and Lauryna Curl
[REDACTED]
908 Sheridan Rd



Agenda Item Executive Summary

TITLE: Ordinance No. M-18-2023: Granting a Variation from the Winnetka Zoning Ordinance to Allow the Construction of an Addition to an Existing Residence within the R-2 Single Family Residential District (717 Park Avenue) (Introduction/Adoption)

PRESENTER: David Schoon

AGENDA DATE: December 5, 2023

CONSENT: No

ITEM TYPE: Ordinances and Resolutions

ITEM HISTORY:

None

EXECUTIVE SUMMARY:

INTRODUCTION

On December 5, 2023, the Village Council is scheduled to consider Ordinance No. M-18-2023 in response to an application submitted by Jan Wesemann (the "Applicant") as the owner of the property located at 717 Park Avenue (the "Subject Property"). (**Attachment 1**) The Applicant requests approval of the following zoning variation to allow construction of an addition to the existing residence on the Subject Property:

1. **Front Yard Setback** of 2.06 feet from the easterly property line along Park Avenue, whereas a minimum of 50 feet is required, a variation of 47.94 feet (95.88%) [Section 17.30.050 – Front and Corner Yard Setbacks] [Note: The residence currently provides a front yard setback of 3.63].

The variation is being requested in order to construct additions on the second floor and attic floor of the existing residence. The proposed improvements within the required front yard setback are: 1) expansion of the primary suite; 2) a new deck off the primary suite, with steps down to the exterior of the first floor below; and 3) a new bedroom and bathroom on the attic floor level.

The Subject Property is irregularly shaped with a curvilinear front lot line, while also forming a point at the rear. Additionally, the topography of the Subject Property is not flat. The elevation of the grade (ground level) increases dramatically and quickly on the north and west sides of the existing residence. The change in the grade elevation from the rear of the home to the westerly property line is approximately 15 ft, and at its steepest is approximately an 18 degree (32%) slope.

ADVISORY BOARD/COMMISSION REVIEW

The Zoning Board of Appeals (ZBA) considered the request on November 13, 2023. **Attachment 2** includes the staff report to the ZBA and the meeting minutes, which summarize the request. There

were no public comments received prior to the ZBA meeting or at the meeting. After hearing from the Applicant, the Board discussed the request. The Board found the lot to be unique in terms of its shape and topography. The Board also found the request to be a small ask and recognized the extent to which the existing residence is nonconforming with respect to the required front yard setback. By a vote of 6-0, the Board recommended approval of the request.

RECOMMENDATION:

Given the ZBA recommendation of approval was unanimous, the Council may wish to (a) consider waiving introduction of Ordinance No. M-18-2023 and consider adoption of the Ordinance, OR (b) consider only introduction of Ordinance No. M-18-2023.

ATTACHMENTS:

1. Ordinance No. M-18-2023: Granting a Variation from the Winnetka Zoning Ordinance to Allow an Addition to the Existing Residence (717 Park)
2. November 13, 2023, ZBA Meeting Staff Report and Draft Meeting Minutes

**AN ORDINANCE GRANTING A VARIATION FROM THE
WINNETKA ZONING ORDINANCE TO ALLOW THE CONSTRUCTION
OF AN ADDITION TO AN EXISTING RESIDENCE WITHIN
THE R-2 SINGLE FAMILY RESIDENTIAL DISTRICT
(717 Park Avenue)**

WHEREAS, Jan Wesemann (“*Applicant*”) is the record title owner of the parcel of real property commonly known as 717 Park Avenue in Winnetka, Illinois, and legally described in **Exhibit A** attached to and, by this reference, made a part of this Ordinance (“*Subject Property*”); and

WHEREAS, the Subject Property is approximately 0.64 acres in area and located within the R-2 Single Family Residential District of the Village (“*R-2 District*”) and is improved with a single-family residence (“*Residence*”); and

WHEREAS, the Applicant desires to construct an addition on the Residence consisting of additions on the second floor and attic floor (“*Proposed Addition*”); and

WHEREAS, pursuant to Section 17.30.050 of the Winnetka Zoning Ordinance (“*Zoning Ordinance*”), the minimum required front yard setback for the Subject Property is 50 feet; and

WHEREAS, to construct the Proposed Addition on the Residence, the Applicant filed an application for a variation from Section 17.30.050 to allow a front yard setback of 2.06 feet from the easterly property line along Park Avenue (“*Variation*”); and

WHEREAS, on November 13, 2023, after due notice thereof, the Zoning Board of Appeals (“*ZBA*”) conducted a public hearing on the Variation and, by a vote of six members in favor and zero opposed, recommended that the Council of the Village of Winnetka (“*Village Council*”) approve the Variation; and

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

WHEREAS, the Village Council has determined that approval of the Variation for the Subject Property within the R-2 District is in the best interest of the Village and its residents;

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

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

December 5, 2023

M-18-2023

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

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

- A. **Commencement of Construction.** The Applicant must commence the construction of the Proposed Addition no later than 12 months after the effective date of this Ordinance.
- B. **Compliance with Regulations.** Except to the extent specifically provided otherwise in this Ordinance, the development, use, and maintenance of the Proposed Addition and Subject Property must comply at all times with all applicable Village codes and ordinances, as they have been or may be amended over time.
- C. **Reimbursement of Village Costs.** In addition to any other costs, payments, fees, charges, contributions, or dedications required under applicable Village codes, ordinances, resolutions, rules, or regulations, the Applicant must pay to the Village, promptly upon presentation of a written demand or demands therefor, of all fees, costs, and expenses incurred or accrued in connection with the review, negotiation, preparation, consideration, and review of this Ordinance. Payment of all such fees, costs, and expenses for which demand has been made shall be made by a certified or cashier's check. Further, the Applicant must pay upon demand all costs incurred by the Village for publications and recordings required in connection with the aforesaid matters.
- D. **Compliance with Plans.** The development, use, and maintenance of the Proposed Addition on the Subject Property must be in strict accordance with the plans prepared by Clifford Town, Architect, consisting of eight sheets, with a latest revision date of October 6, 2023, copies of which are attached to, and by this reference, made part of this Ordinance as **Exhibit B (“Plans”)**, except for minor changes and site work approved by the Director of Community Development or the Director of Engineering (within their respective permitting authority) in accordance with all applicable Village codes, ordinances, and standards.

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

SECTION 5: FAILURE TO COMPLY. Upon the failure or refusal of the Applicant to comply with any or all of the conditions, restrictions, or provisions of this Ordinance, in addition to all other remedies available to the Village, the approvals granted in Section 2 of this Ordinance

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

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

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

SECTION 8: EFFECTIVE DATE.

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

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

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

[SIGNATURE PAGE FOLLOWS]

PASSED this 5th day of December, 2023, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this ____ day of _____, 2023.

Signed:

Village President

Countersigned:

Village Clerk

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

Introduced: _____, 2023

Passed and Approved: _____, 2023

EXHIBIT A

LEGAL DESCRIPTION OF SUBJECT PROPERTY

LOT 1 IN MISKELLY'S SUBDIVISION, BEING A SUBDIVISION IN THE SOUTHWEST $\frac{1}{4}$ OF SECTION 16, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF WINNETKA, COOK COUNTY, ILLINOIS.

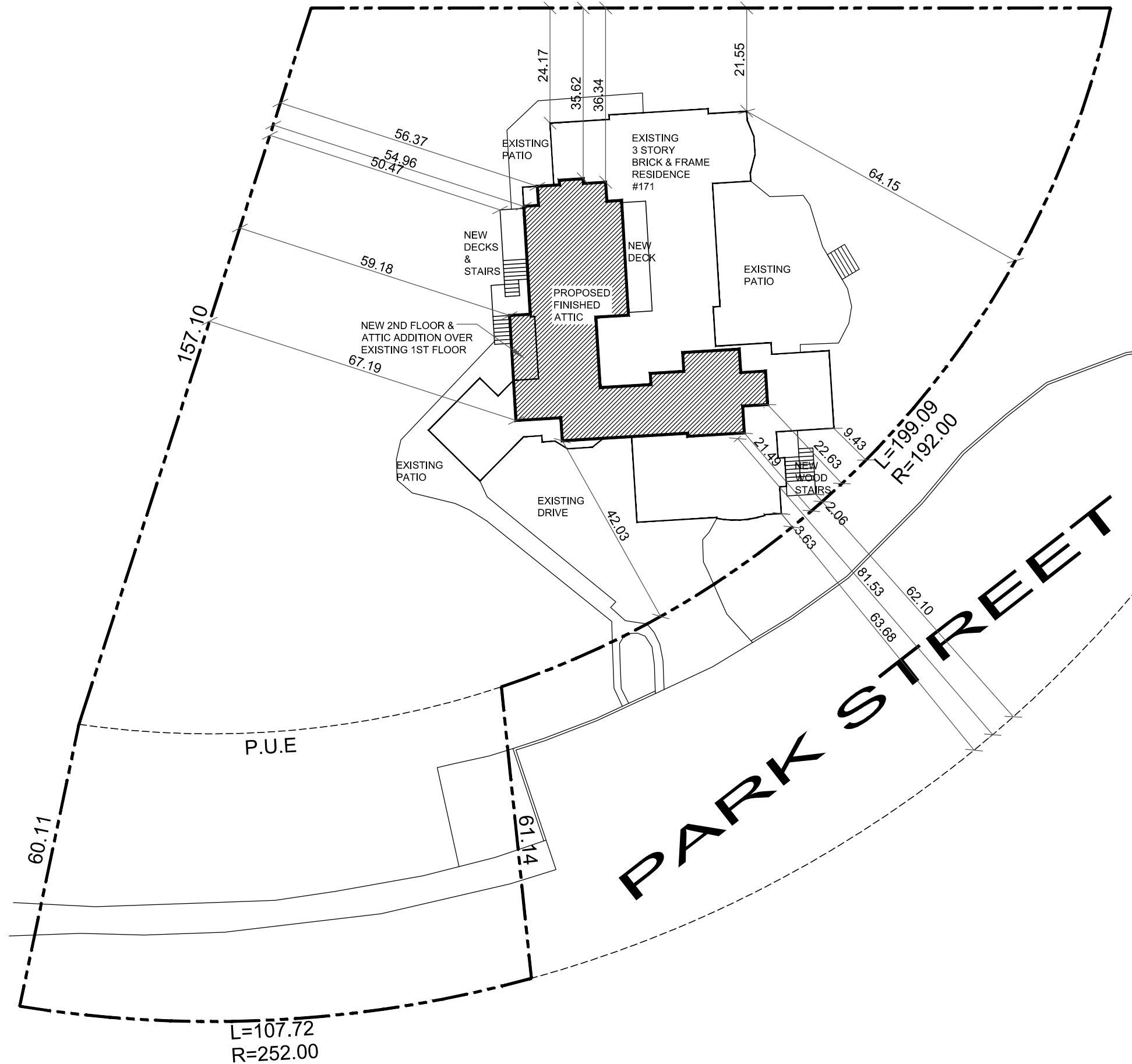
Commonly known as 717 Park Avenue, Winnetka, Illinois.

PIN: 05-16-101-026-0000

EXHIBIT B

PLANS

(SEE ATTACHED EXHIBIT B)

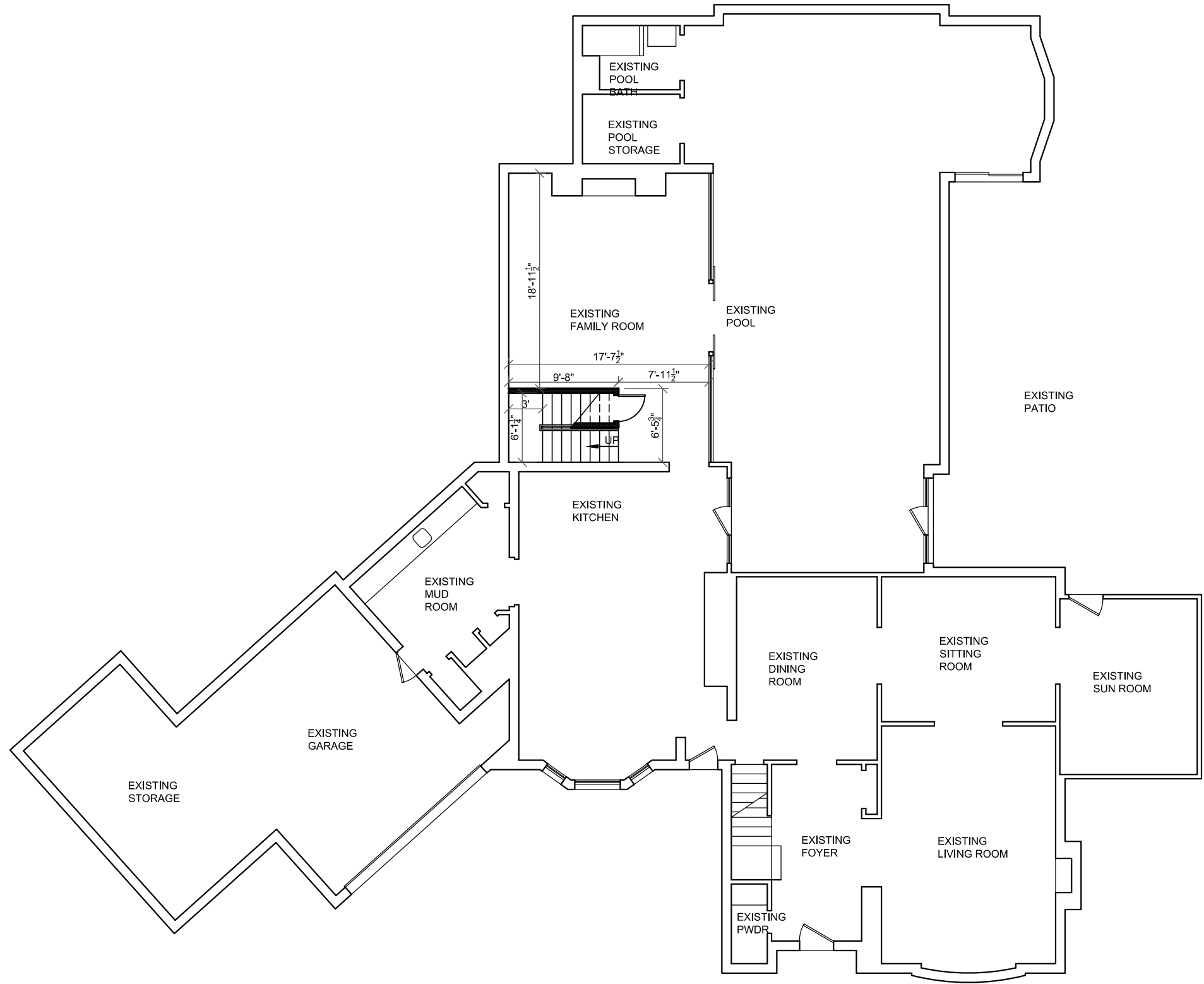


DRAWING INDEX

- A1 SITE PLAN
- A2 EXISTING FIRST FLOOR PLAN
- A3 EXISTING SECOND FLOOR PLAN
- A4 EXISTING ATTIC PLAN
- A5 EXISTING SOUTH (FRONT) ELEVATION
- A6 EXISTING EAST (RIGHT SIDE) ELEVATION
- A7 EXISTING NORTH (REAR) ELEVATION
- A8 EXISTING WEST (LEFT SIDE) ELEVATION
- A9 PROPOSED FIRST FLOOR PLAN
- A10 PROPOSED SECOND FLOOR PLAN
- A11 PROPOSED ATTIC PLAN
- A12 PROPOSED SOUTH (FRONT) ELEVATION
- A13 PROPOSED EAST (RIGHT SIDE) ELEVATION
- A14 PROPOSED NORTH (REAR) ELEVATION
- A15 PROPOSED WEST (LEFT SIDE) ELEVATION

01 SITE PLAN
NOT TO SCALE

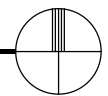
 CLIFFORD TOWN, ARCHITECT 1297 SHERMER ROAD NORTHBROOK, ILLINOIS 60062 PHONE: 847-498-0900	ADDITION & REMODEL 717 PARK AVENUE WINNETKA, ILLINOIS 60091	SHEET NO. A-1 OF 15 SHEETS
		DATE: 09.21.23 10.06.23

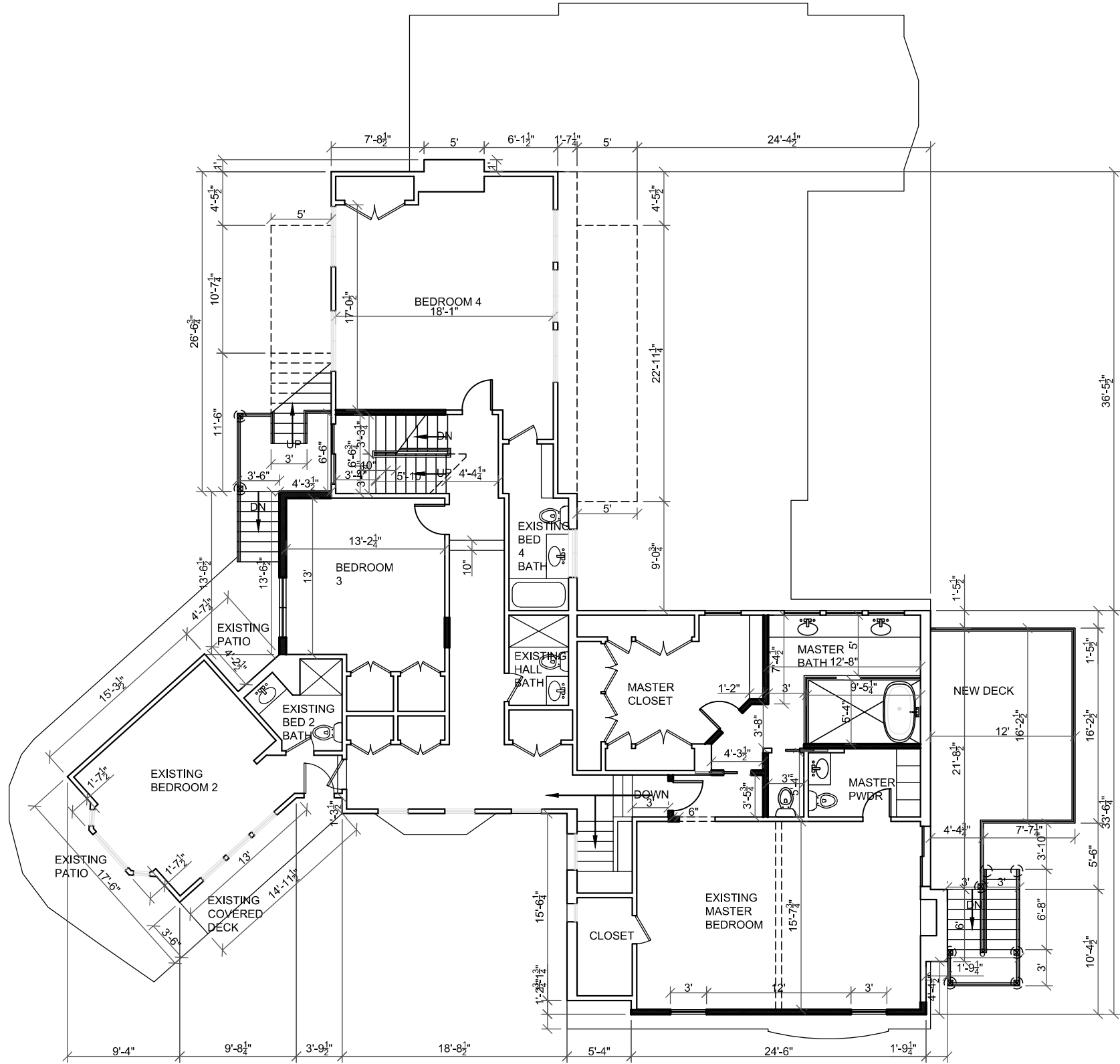


01

PROPOSED FIRST FLOOR PLAN

NOT TO SCALE



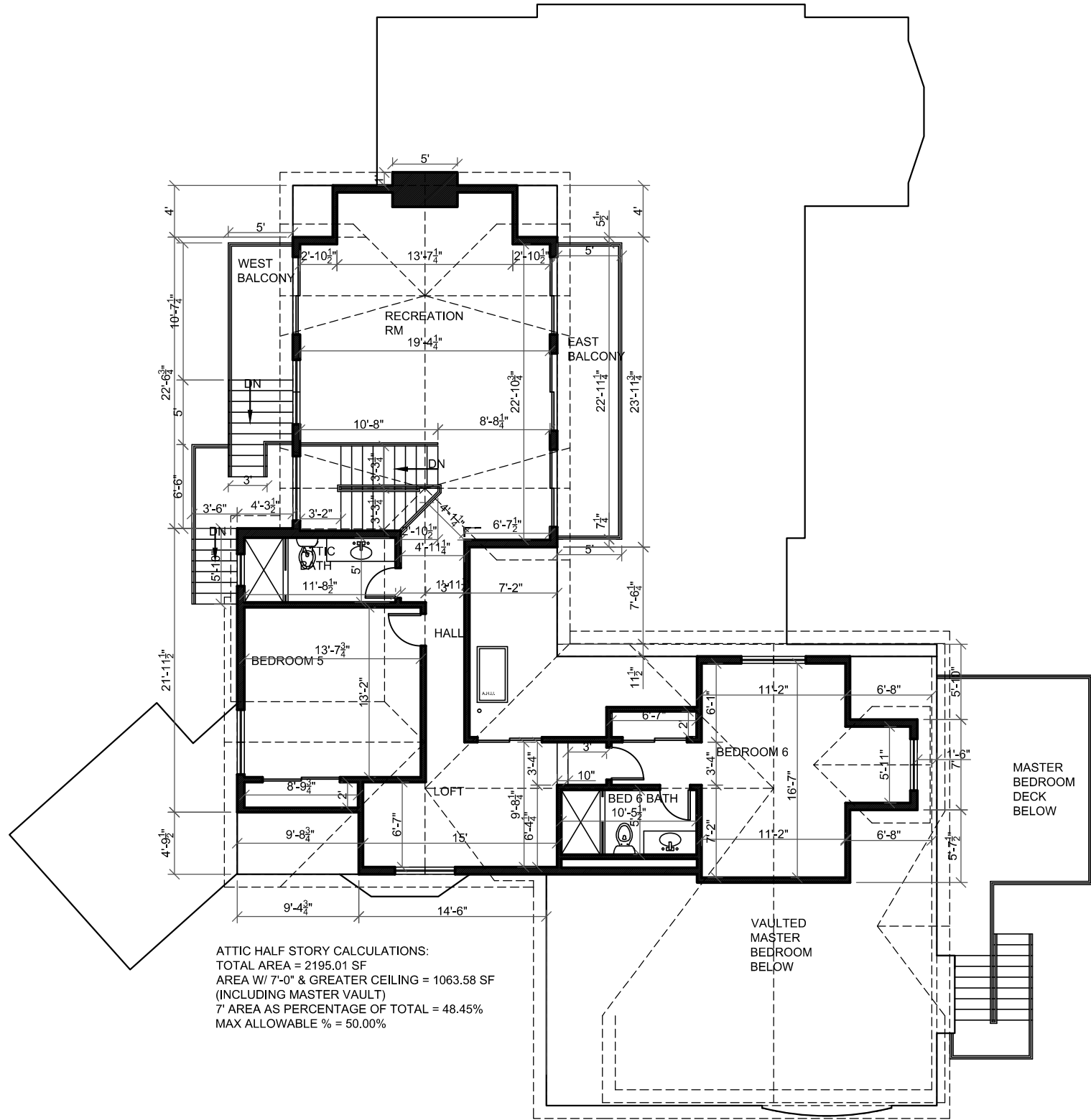


01 PROPOSED SECOND FLOOR PLAN
NOT TO SCALE

01

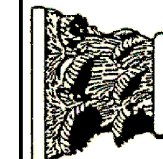
PROPOSED ATTIC FLOOR PLAN

NOT TO SCALE





01 PROPOSED SOUTH (FRONT) ELEVATION
NOT TO SCALE



CLIFFORD TOWN, ARCHITECT

1297 SHERMER ROAD
NORTHBROOK, ILLINOIS 60062

PHONE: 847-498-0900

ADDITION & REMODEL
717 PARK AVENUE
WINNETKA, ILLINOIS 60091

DATE:

09.21.23
10.06.23

SHEET NO.

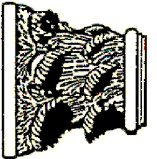
A-12

OF 15 SHEETS



01 PROPOSED EAST (RIGHT SIDE) ELEVATION

NOT TO SCALE



CLIFFORD TOWN, ARCHITECT
1297 SHERMER ROAD
NORTHBROOK, ILLINOIS 60062

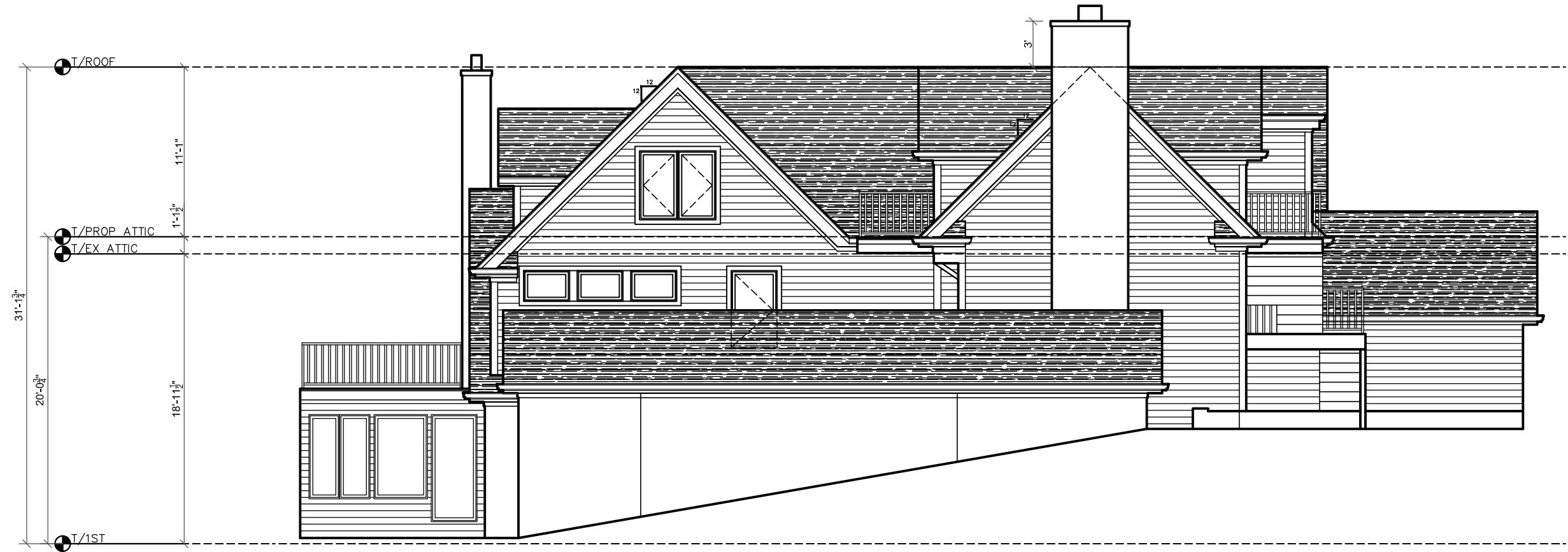
PHONE: 847-498-0900

ADDITION & REMODEL
717 PARK AVENUE
WINNETKA, ILLINOIS 60091

DATE:
09.21.23
10.06.23

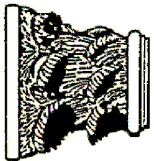
SHEET NO.

A-13
OF 15 SHEETS



01 PROPOSED NORTH (REAR) ELEVATION

NOT TO SCALE



CLIFFORD TOWN, ARCHITECT
1297 SHERMER ROAD
NORTHBROOK, ILLINOIS 60062

PHONE: 847-498-0900

ADDITION & REMODEL
717 PARK AVENUE
WINNETKA, ILLINOIS 60091

DATE:

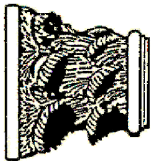
09.21.23
10.06.23

SHEET NO.

A-14
OF 15 SHEETS



01 PROPOSED WEST (LEFT SIDE) ELEVATION
NOT TO SCALE



CLIFFORD TOWN, ARCHITECT

1297 SHERMER ROAD
NORTHBROOK, ILLINOIS 60062

PHONE: 847-498-0900

ADDITION & REMODEL
717 PARK AVENUE
WINNETKA, ILLINOIS 60091

DATE:

09.21.23
10.06.23

SHEET NO.

A-15
OF 15 SHEETS

EXHIBIT C

UNCONDITIONAL AGREEMENT AND CONSENT

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

WHEREAS, Jan Wesemann ("***Applicant***") is the record title owner of the parcel of real property commonly known as 717 Park Avenue in Winnetka, Illinois ("***Subject Property***"); and

WHEREAS, the Subject Property is approximately 0.64 acres in area and located within the R-2 Single Family Residential District of the Village ("***R-2 District***") and is improved with a single-family residence; and

WHEREAS, the Applicant desires to construct an addition on the Residence ("***Proposed Addition***"); and

WHEREAS, to construct the Proposed Addition on the Subject Property, the Applicant filed an application for a variation from Section 17.30.050 to allow a front yard setback of 2.06 feet from the easterly property line along Park Avenue ("***Variation***"); and

WHEREAS, Ordinance No. M-18-2023, adopted by the Village Council on December 5, 2023 ("***Ordinance***"), grants the Variation; and

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

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

1. The Applicant hereby unconditionally agrees to accept, consent to, and abide by each and all of the terms, conditions, limitations, restrictions, and provisions of the Ordinance.
2. The Applicant acknowledges that public notices and hearings have been properly given and held with respect to the adoption of the Ordinance, has considered the possibility of the revocation provided for in the Ordinance, and agrees not to challenge any such revocation on the grounds of any procedural infirmity or a denial of any procedural right.
3. The Applicant acknowledges and agrees that the Village is not and will not be, in any way, liable for any damages or injuries that may be sustained as a result of the Village's grant of the Variation for the Subject Property or its adoption of the Ordinance, and that the Village's approvals do not, and will not, in any way, be deemed to insure the Applicant against damage or injury of any kind and at any time.
4. The Applicant hereby agrees to hold harmless and indemnify the Village, the Village's corporate authorities, and all Village elected and appointed officials, officers, employees, agents,

representatives, and attorneys, from any and all claims that may, at any time, be asserted against any of such parties in connection with the Village's adoption of the Ordinance granting the Variation for the Subject Property.

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

Dated: _____, 2023

ATTEST: **JAN WESEMANN**

By: _____



MEMORANDUM VILLAGE OF WINNETKA

COMMUNITY DEVELOPMENT DEPARTMENT

TO: ZONING BOARD OF APPEALS
FROM: ANN KLAASSEN, ASSISTANT DIRECTOR
DATE: NOVEMBER 9, 2023
SUBJECT: 717 PARK AVENUE - VARIATION (CASE NO. 23-21-V2)

INTRODUCTION

On November 13, 2023, the Zoning Board of Appeals (ZBA) is scheduled to hold a public hearing on an application submitted by Jan Wesemann (the "Applicant") as the owner of the property located at 717 Park Avenue (the "Subject Property"). The Applicant requests approval of the following zoning variation to allow construction of an addition to the existing residence on the Subject Property:

1. **Front Yard Setback** of 2.06 feet from the easterly property line along Park Avenue, whereas a minimum of 50 feet is required, a variation of 47.94 feet (95.88%) [Section 17.30.050 – Front and Corner Yard Setbacks] [Note: The residence currently provides a front yard setback of 3.63].

A mailed notice was sent to property owners within 250 feet of the Subject Property in compliance with the Zoning Ordinance. The hearing was properly noticed in the *Winnetka Talk* on October 26, 2023. As of the date of this memo, staff has not received any written comment from the public regarding this application.

The Village Council has final jurisdiction on this request as only the Council has the authority to grant a variation to reduce a front yard setback for a principal building by more than 50% of the required setback.

PROPERTY DESCRIPTION

The Subject Property, which is approximately 0.64 acres in size, is located on the north side of Park Avenue, between Maple Street and Prospect Avenue, and contains an existing two-story residence with an attached garage (see Figure 1). The property is not a rectangular shape. It is irregularly shaped with a curvilinear front lot line, while also forming a point at the rear. Additionally, the topography of the Subject Property is not flat. The elevation of the grade (ground level) increases dramatically and quickly on the north and west sides of the existing residence as illustrated by the close proximity of the contour lines on the GIS map provided in Figure 3. The change in the grade elevation from the rear of the home to the westerly property line is approximately 15 ft, and at its steepest is approximately an 18 degree (32%) slope.

The property is zoned R-2 Single Family Residential, and it is surrounded by the same (see Figure 2). The Comprehensive Plan designates the Subject Property as appropriate for single family residential development. The zoning of the property is consistent with the Comprehensive Plan.

The existing lot is a legally nonconforming lot that is 125 feet in depth, while the minimum required lot depth for a lot in the R-2 District is 200 feet.



Figure 1 – Aerial Map

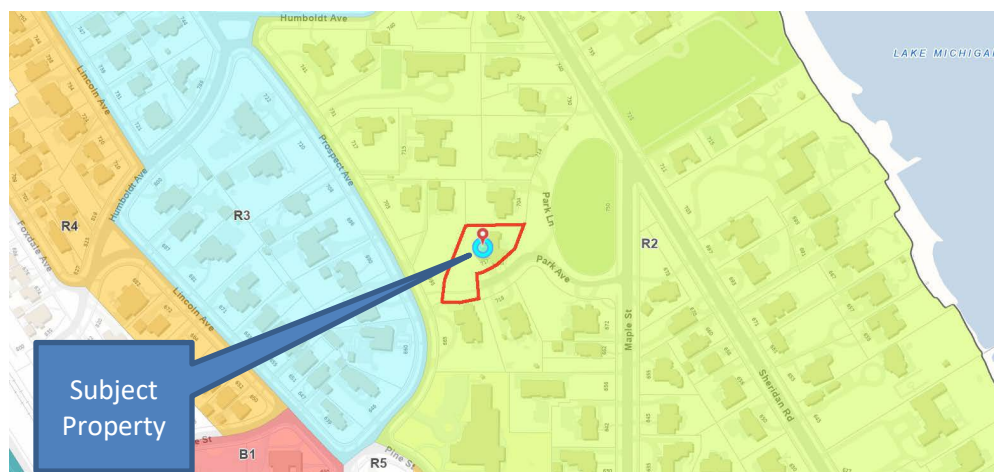


Figure 2 – Zoning Map

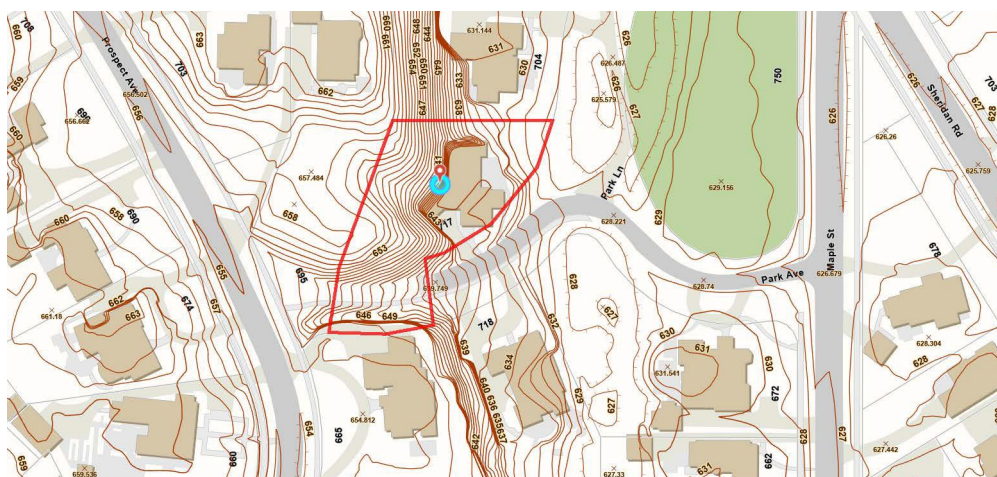


Figure 3 – GIS Contour Map

PROPERTY HISTORY AND PREVIOUS ZONING APPLICATIONS

The original date of construction of the residence is not able to be determined from Village records. In 1945 a building permit was issued to alter the interior of the residence. The following subsequent building permits were issued in:

1. 1948 to construct a screened porch;
2. 1948 to construct a two-story garage and bedroom addition to the residence;
3. 1956 to construct a one-story garage and family room addition to the residence;
4. 1966 to remodel the interior of the residence;
5. 1967 to construct an addition and make alterations to the residence;
6. 1979 to remodel the mudroom;
7. 1981 to make alterations to the residence; and
8. 1987 to remodel the kitchen.

Other minor permits have also been issued over the last several years. The Applicant acquired the property in March 2023. There are four previous zoning cases on file for the Subject Property:

1. In July 1948, ZBA Case No. 735 was approved by the ZBA granting a variation to provide less than the minimum required front yard setback of 50 feet to allow an attached garage addition with living space above; and
2. In November 1956, ZBA Case No. 830 was approved by the ZBA granting a variation to provide less than the minimum required front yard setback of 50 feet to allow an addition to the existing residence;
3. In April 1967, ZBA Case No. 968 was approved by the ZBA granting a variation to provide less than the minimum required front yard setback of 50 feet to allow an addition above an existing attached garage as well as an addition to the existing garage; and
4. In September 1990, ZBA Case No. 1474 was approved by the ZBA granting a variation to provide less than the minimum required front yard setback of 50 feet to allow a garage addition on the west side of the existing residence. This addition was never constructed.

In August of this year, the Applicant submitted a building permit application to construct the proposed improvements. After receiving staff review comments, the Applicant submitted the variation application that is currently before the Board.

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



Figure 4 – Subject Property (Front/East Elevation – Park Avenue)

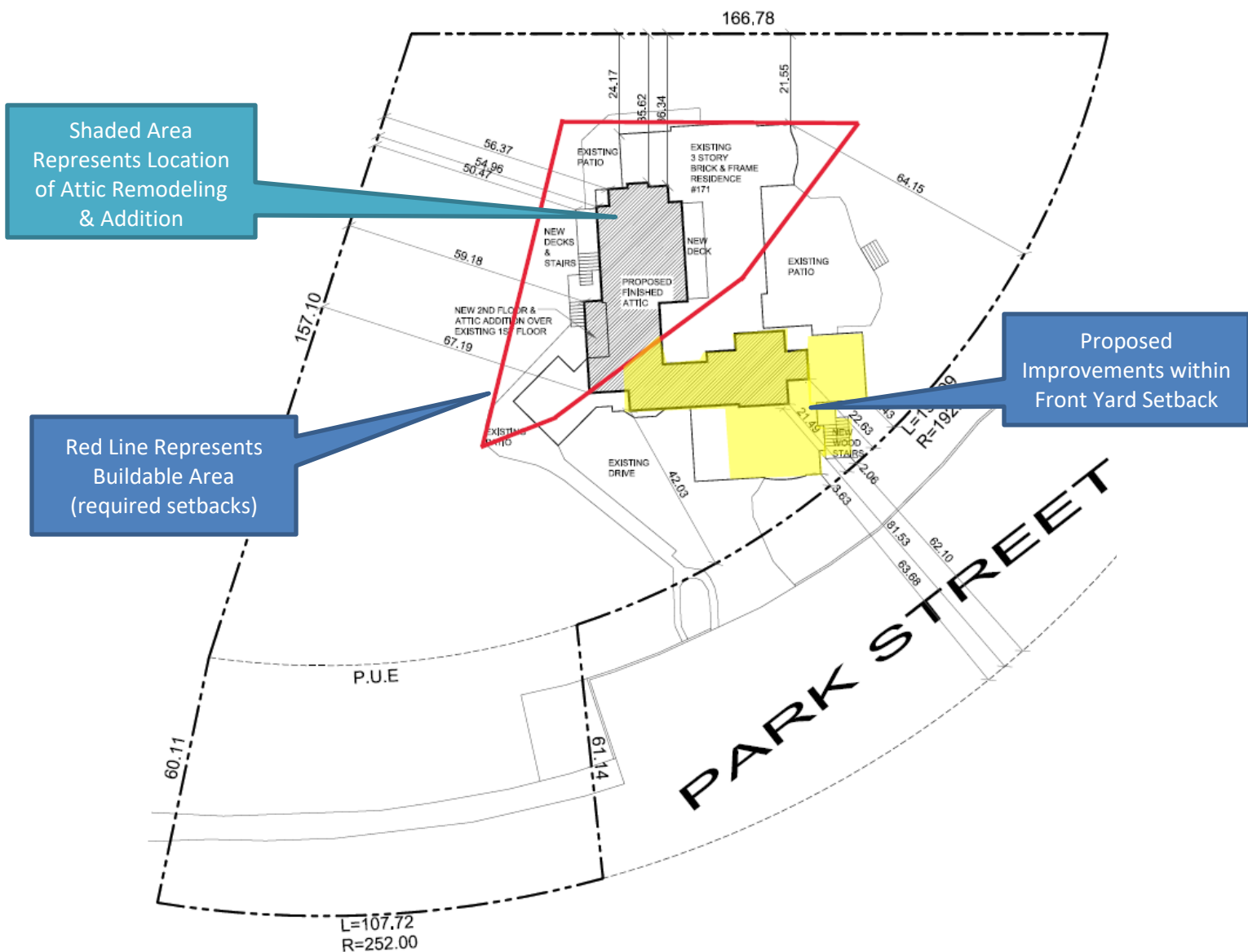


Figure 5 – Subject Property (Front/South Elevation – Park Avenue)

PROPOSED PLAN

The variation is being requested in order to construct additions on the second floor and attic floor of the existing residence. The proposed addition on the second floor would consist of expansion of an existing bedroom as well as expansion of the primary suite. A new deck is also proposed off of the primary suite, with steps down to the exterior of the first floor below. The majority of the proposed deck would be located above an existing one-story sunroom on the first floor level. The proposed addition on the attic floor level would consist of two bedrooms, two bathrooms, and a balcony off of a recreation room. The proposed improvements within the required front yard setback are: 1) expansion of the primary suite; 2) a new deck; 3) a new bedroom and bathroom on the attic floor level. With the exception of the front yard setback, the proposed improvements comply with the zoning regulations.

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



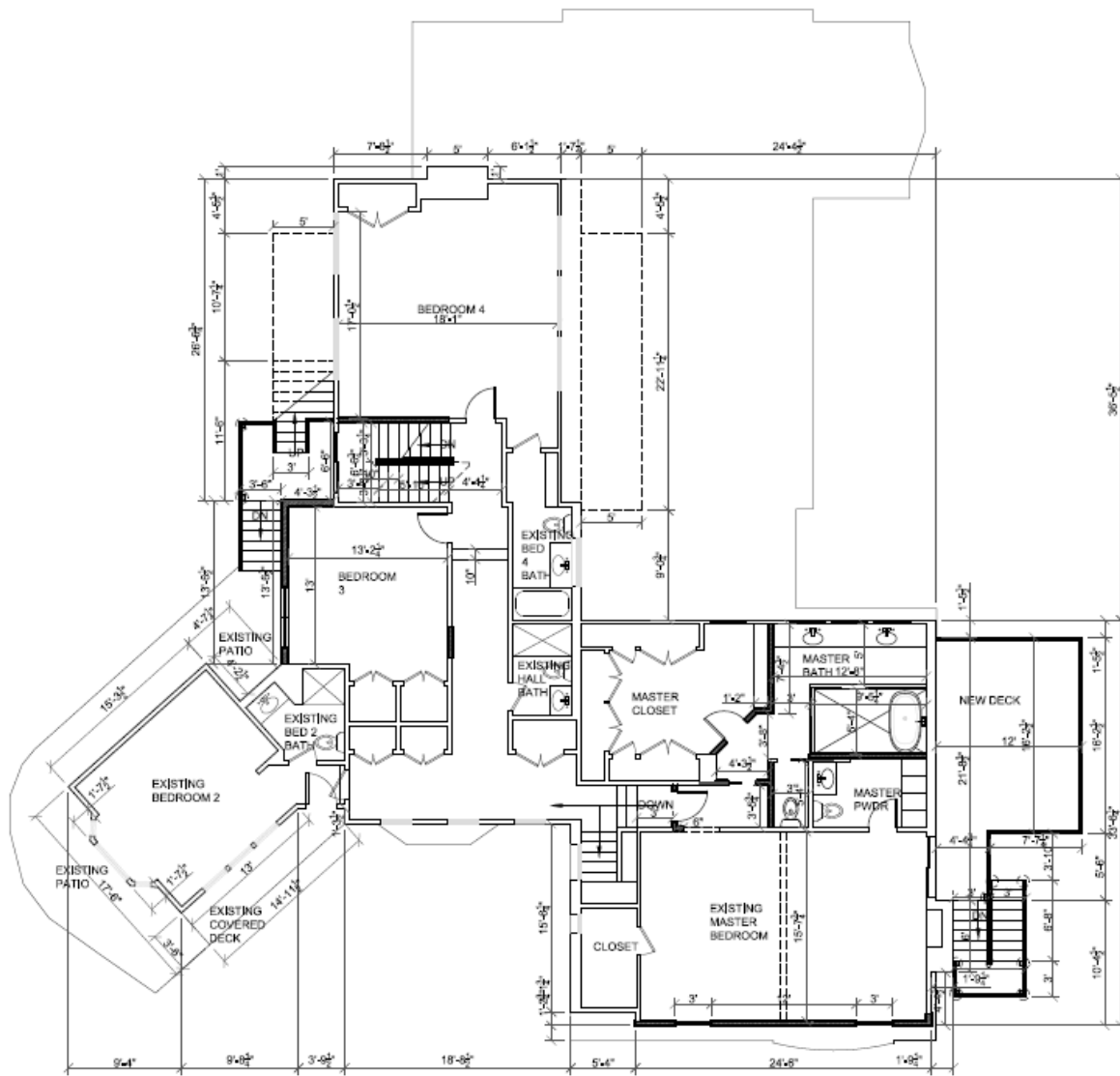


Figure 7 – Proposed Second Floor Plan

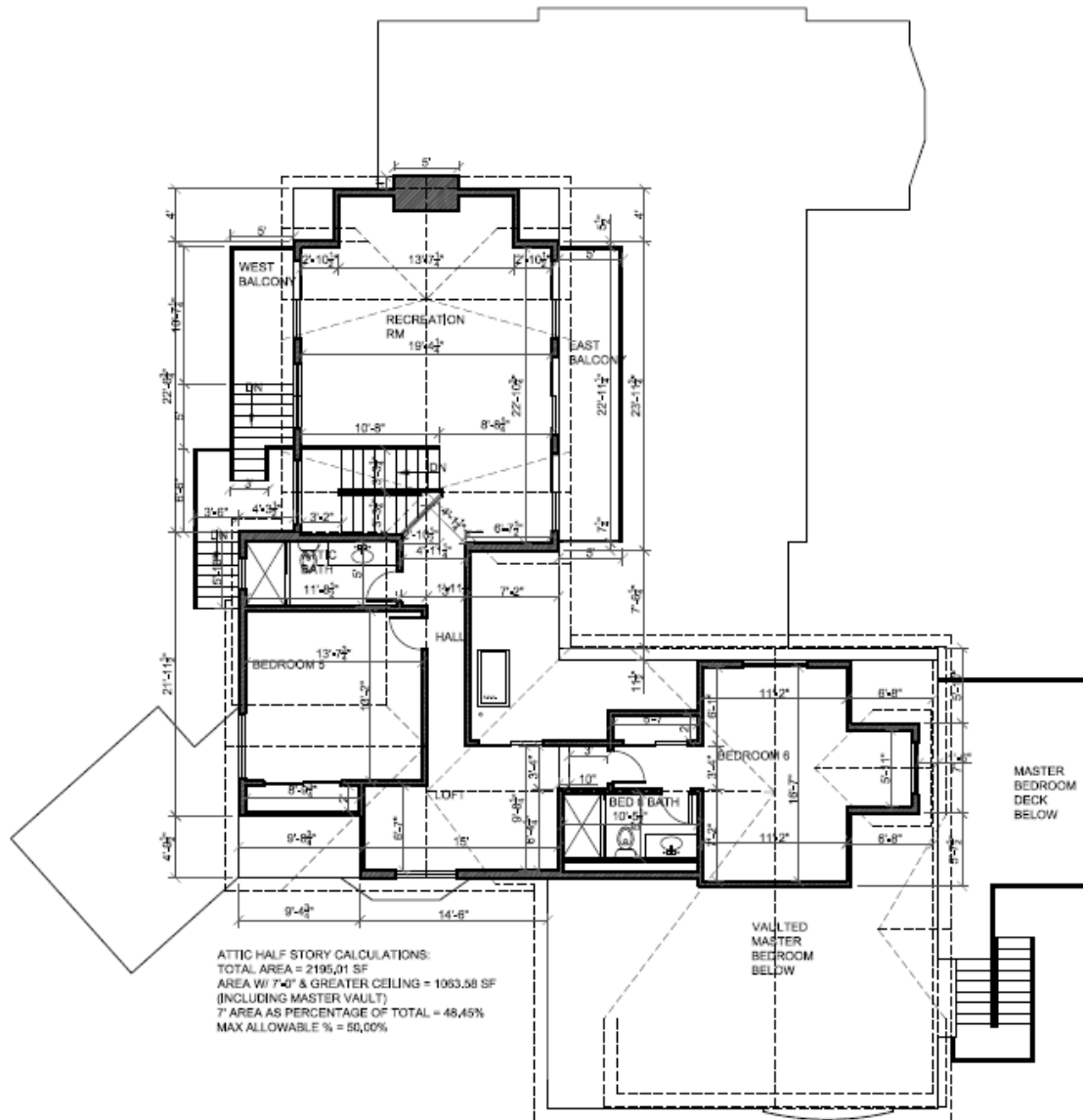


Figure 8 – Proposed Attic Floor Plan



Figure 9 – Proposed Front (South) Elevation



Figure 10 – Proposed Front (East) Elevation

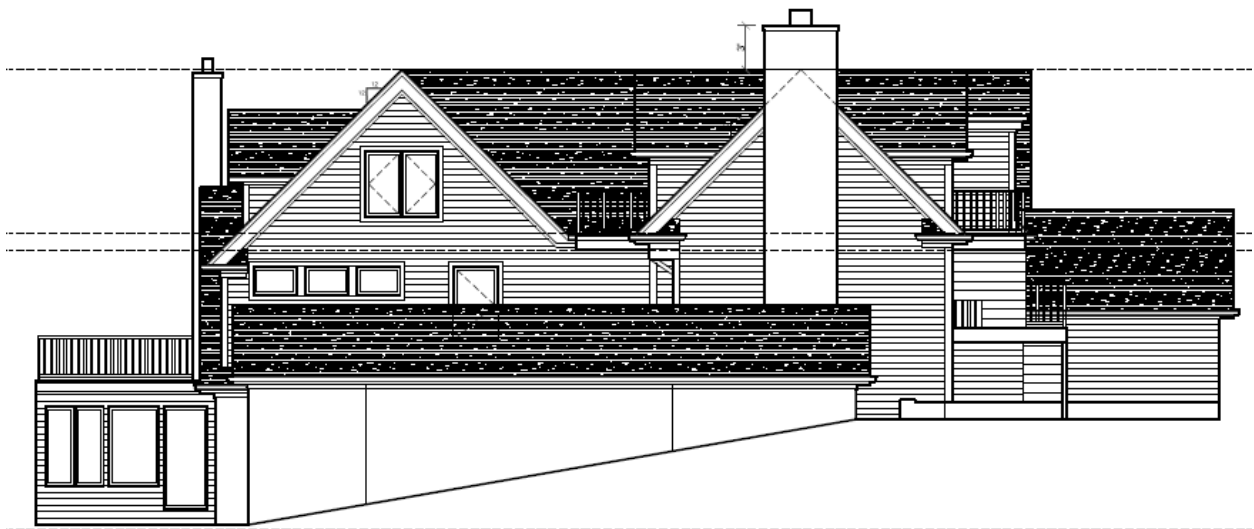


Figure 11 – Proposed North Side Elevation



Figure 12 – Proposed West Side Elevation

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

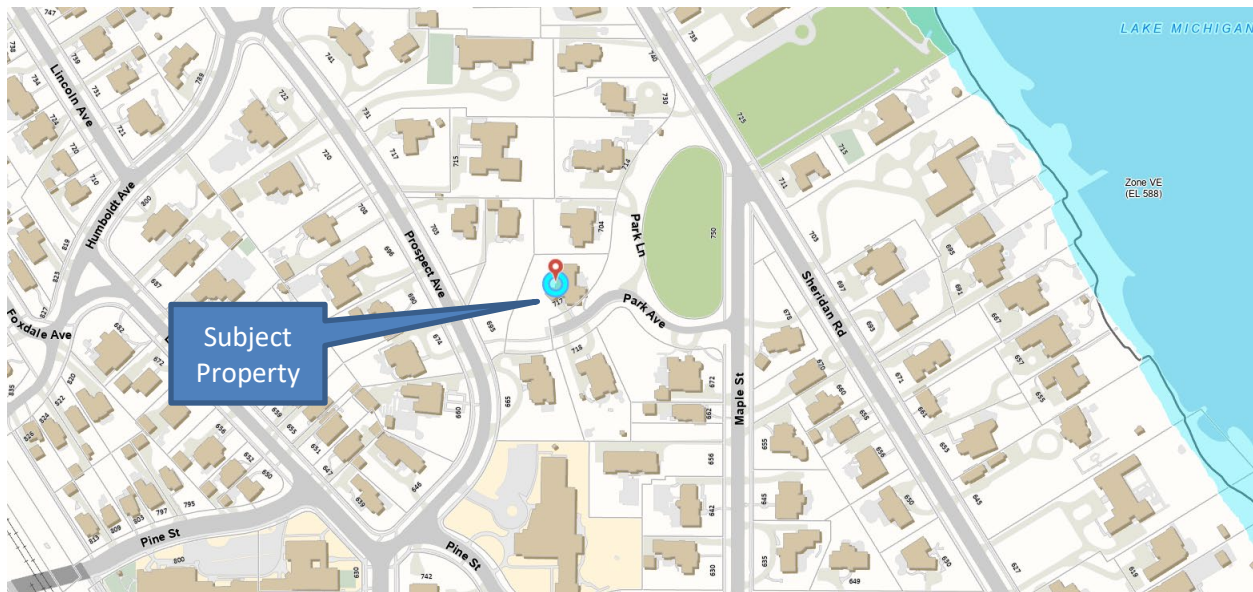


Figure 13 – GIS Floodplain Map

REQUESTED ZONING RELIEF

The attached Zoning Matrix highlights the existing lot and the proposed improvements' compliance with the R-2 zoning district (**Attachment A**). One variation is being requested to allow the proposed deck and stairs to provide a front yard setback of 2.06 feet from the easterly property line along Park Avenue, whereas a minimum of 50 feet is required, a variation of 47.94 feet (95.88%). The existing residence is legally nonconforming with respect to the front yard setback as it currently provides a front yard setback of 3.63 feet, encroaching the minimum required setback of 50 feet by 46.37 feet. Also, as you will note on the Site Plan (Figure 6), a significant portion of the existing residence is located within the required front yard setback.

FINDINGS

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

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

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

1. Front Yard Setback of 2.06 feet from the easterly property line along Park Avenue, whereas a minimum of 50 feet is required, a variation of 47.94 feet (95.88%) [Section 17.30.050 – Front and Corner Yard Setbacks].

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

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

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

ATTACHMENTS

Attachment A: Zoning Matrix

Attachment B: Stormwater Matrix

Attachment C: Application Materials

ATTACHMENT A

ZONING MATRIX

ADDRESS: 717 Park Avenue

CASE NO: 23-21-V2

ZONING: R-2

ITEM	MIN/MAX REQUIREMENT	EXISTING	PROPOSED	DIFFERENCE BETWEEN PROPOSED & EXISTING	ZONING CODE COMPLIANCE (2)
Min. Lot Size	24,000 SF	27,668 SF	N/A	N/A	OK
Min. Average Lot Width	100 FT	221.34 FT	N/A	N/A	OK
Min. Lot Depth	200 FT	125 FT	N/A	N/A	EXISTING NONCONFORMING
Max. Roofed Lot Coverage	6,917 SF (1)	4,012.86 SF	4,012.86 SF	0 SF	OK
Max. Gross Floor Area	8,178.64 SF (1)	6,642.02 SF	7,117.48 SF	475.46 SF	OK
Max. Impermeable Lot Coverage	13,834 SF (1)	7,447.86 SF	7,673.86 SF	226 SF	OK
Min. Front Yard (Park/East)	50 FT	3.63 FT	2.06 FT	-1.57 FT	47.94 FT (95.88%) VARIATION
Min. Side Yard (North)	12 FT	21.55 FT	21.55 FT	0 FT	OK
Min. Total Side Yards	66.4 FT	67.55 FT	67.55 FT	0 FT	OK

NOTES:

(1) Based on lot area of 27,668 s.f.

(2) Variation amount is the difference between proposed and requirement.

ATTACHMENT B

Stormwater Volume Requirements for Development Sites

In addition to meeting the following storm water volume detention requirements, development sites must meet all other Village storm water management requirements such as drainage and grading, storm water release rates, storage system design requirements, etc. An exception is for lots along the lakefront that directly discharge into Lake Michigan; those lots are not required to provide stormwater volume detention on-site. They are required to meet all other Village stormwater system design requirements.

	Storm Water Detention Volume Requirements	Applicable Requirement
A. New Home Construction - Previously Developed Lot	The amount of additional required storm water detention volume is based upon the difference between maximum impermeable lot coverage, per Zoning Code, and existing lot coverage, using the run-off coefficient for a 100-year storm event for both.	
B. New Home Construction - Previously <u>Undeveloped</u> Site	The amount of required storm water detention volume is based upon the maximum impermeable lot coverage, using the run-off coefficient for 100-year storm event.	
C. Redevelopment of Site for Different Use (e.g. single family to multi-family, or commercial)	The amount of required storm water detention volume is based upon the maximum impermeable lot coverage, using the run-off coefficient for 100-year storm event.	
D. Improvements to Existing Home and/or Lot, causing an increase in impermeable lot coverage <u>greater or equal to 25%</u>.	The amount of additional required storm water detention volume is based upon the difference between the proposed and existing impermeable lot coverage, using the run-off coefficient for 100 year storm event. (Note: If the increase in impermeable lot coverage is less than 25%, additional storm water detention volume is <u>not</u> required.)	<i>Applies to 717 Park Avenue</i> <i>Based upon preliminary review of information to date, it appears that 717 Park Avenue <u>would not</u> have to provide additional storm water detention volume. However, a final determination will not occur until engineering plans are submitted with a building permit application.</i>
E. Improvements to existing lots, who currently exceed maximum impermeable lot coverage (e.g., School sites, single family and multi-family sites)	The amount of additional required storm water detention volume is based upon: a) The amount of the impermeable lot coverage (ILC) currently in excess of the maximum permitted amount of ILC allowed	

Stormwater Volume Requirements for Development Sites

	by zoning that will be removed and replaced, and/or b) The amount of ILC in addition to what currently exists on the lot. The amount of required detention value is then determined using the run-off coefficient for 100-year storm event.	
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ATTACHMENT C

Village of Winnetka
ZONING VARIATION APPLICATION

VILLAGE OF WINNETKA, ILLINOIS
DEPARTMENT OF COMMUNITY DEVELOPMENT

OCT 4 2023

ZONING VARIATION APPLICATION

Case No. 23-21-V2

Property Information

Site Address: 717 Park Avenue, Winnetka Illinois 60093

VA2023-1040

Owner Information

Name: Jan Wesemann

Primary Contact: Jan Wesemann

Address: 717 Park Ave. Winnetka, Illinois 60093

Phone No. [REDACTED]

City, State, ZIP: Winnetka, Illinois 60093

Email: [REDACTED]

Date property acquired by owner: March 22, 2023

Architect Information

Name: town Studios, Inc.

Attorney Information

Name: Olson, Grabill & Flitcraft

Primary Contact: Clifford Town

Primary Contact: Mike Grabill

Address: 1297 Shermer Road

Address: 707 Skokie Blvd., Suite 420

City, State, ZIP: Northbrook, Illinois 60062

City, State, Zip: Northbrook, IL 60062

Phone No. (847) 498-0900

Phone No. (847) 564-9110

Email: Cliff@Townstudio.com

Email: Mike@ogflaw.com

Nature of any restrictions on property: Non-conformance of set back from street on southwest corner of Primary Bedroom.

Brief explanation of variation(s) requested (attach separate sheet providing additional details):

The renovation we are proposing includes an expansion of the existing attic, a deck on top of the existing sunroom and an additional outdoor stairway.

Property Owner Signature

Date:

10/3/2023

717 Park Ave, Winnetka, Illinois 60093

Reasons For Granting of Zoning Variations

- 1) When the house changed hands in March, neither air conditioner systems that service all of the bedrooms in the house were working. This was not disclosed by the seller; in fact, inaccurate information was provided. Specifically that the window A/C unit was superfluous. Also, at that time, the buyers withheld the survey of the house until after the sale closed, so the non-conformity was hidden. If I had been aware of either of these conditions, I would not have purchased the house for the amount I paid. Therefore, YES, it would not yield a reasonable return on my investment. This renovation would ratify both situations.
- 2) The renovation we are proposing includes an expansion of the existing attic/utility room. The Air Conditioning Air handlers are housed in the current attic above the 2nd Floor and those handlers are currently not functioning. Technicians that have provided estimates for their replacement have included in their estimate a proposed architectural changes to the access and size of those 2 attics. They are confident that these renovations as we are proposing will correct that issue. That current attic is not easily accessible and must be altered to move in the new components for both of the Air Conditioning units that service the 2nd floor, therefore all of the bedrooms.

The topology of the lot doesn't lend itself to putting in an addition anywhere else on this site. The majority of the project will not impact the current non-conforming part of the house. The only modifications we are asking for would change the slope of the roof, but not modify the existing roofline in the existing non-conforming area. The other external change would be a balcony and exterior staircase to that balcony. The balcony that is being added in that area is within the current roofline of the 1st floor of the existing non-conformance and the stairway down, which would also serve as a fire escape for the primary bedroom.

- 3) The current layout of the house is irregular and that will not change with this variation. All of the houses adjacent to mine are currently are larger than mine will be after the renovation. The variation will not alter the essential character of the neighborhood or of my house.
- 4) The supply of light will not be diminished for any of the adjacent homes. My home already has a 3rd floor, we are simply adding better access to that floor as well as increasing the number of bathrooms by 2, adding storage and a more accessible utility room and one additional bedroom. The house being constructed behind me is on a hill above me. So their house's daylight will continue to be over the top of my house.
- 5) This renovation will definitely reduce a hazard. The currently wood shingle roof will be replaced with a non-flammable material. The current roof is extremely flammable due to its age, it is also in desperate need of repair.
- 6) The taxation of the house will increase due to the renovation I am planning.
- 7) There will be no impact on traffic, as the modification are to simply increase the living space, but the house will remain a single family home. The house is also located on a dead end street, which further diminishes any impact on traffic.
- 8) The public health, safety, comfort, morals and welfare of the inhabitants of the village will not be impaired at all by this project.

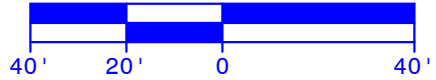
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C = CALCULATED
CH = CHORD
CL = CENTERLINE
D = DEED
E = EAST
F.I.P. = FOUND IRON PIPE
F.I.R. = FOUND IRON ROD
FT. = FEET/FOOT
L = ARC LENGTH
M = MEASURED
N = NORTH
NE = NORTHEAST
NW = NORTHWEST
P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCEMENT
R = RECORD
RAD = RADIUS
R.O.W. = RIGHT OF WAY
S = SOUTH
S.I.P. = SET IRON PIPE
S.I.R. = SET IRON ROD
SE = SOUTHEAST
SW = SOUTHWEST
W = WEST

PLAT OF SURVEY
OF

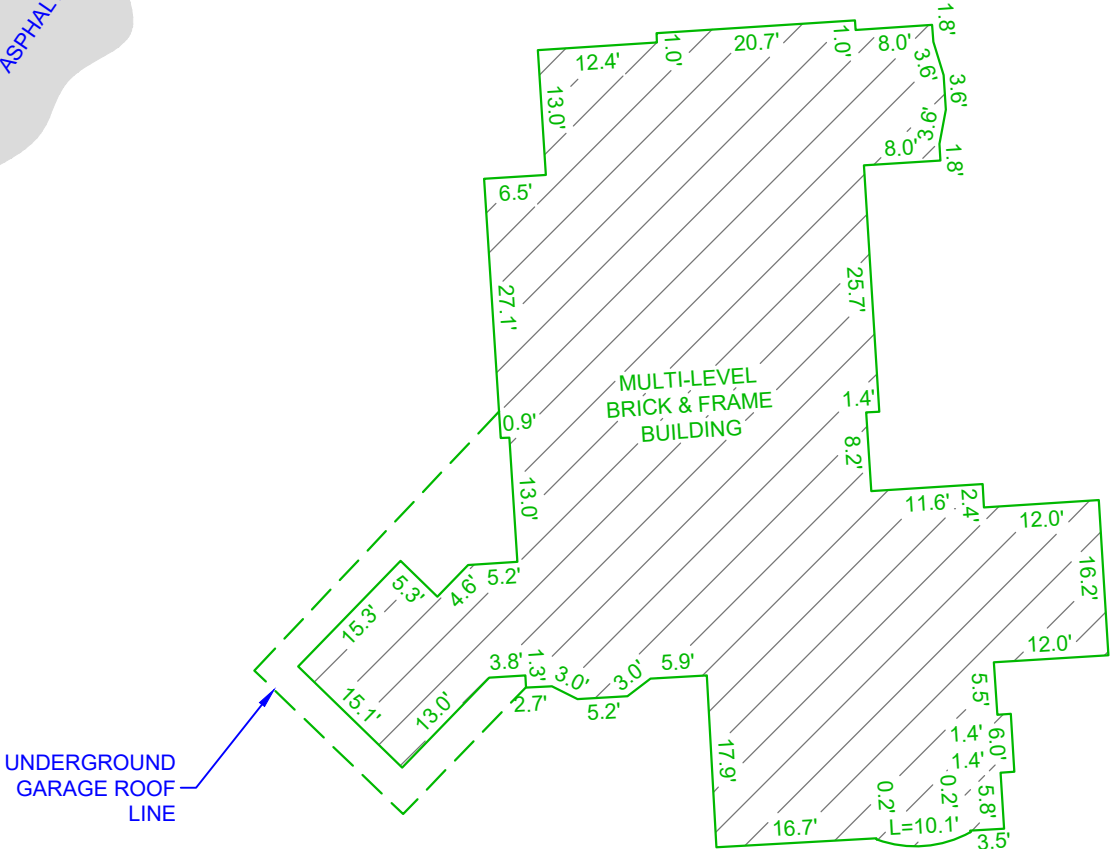
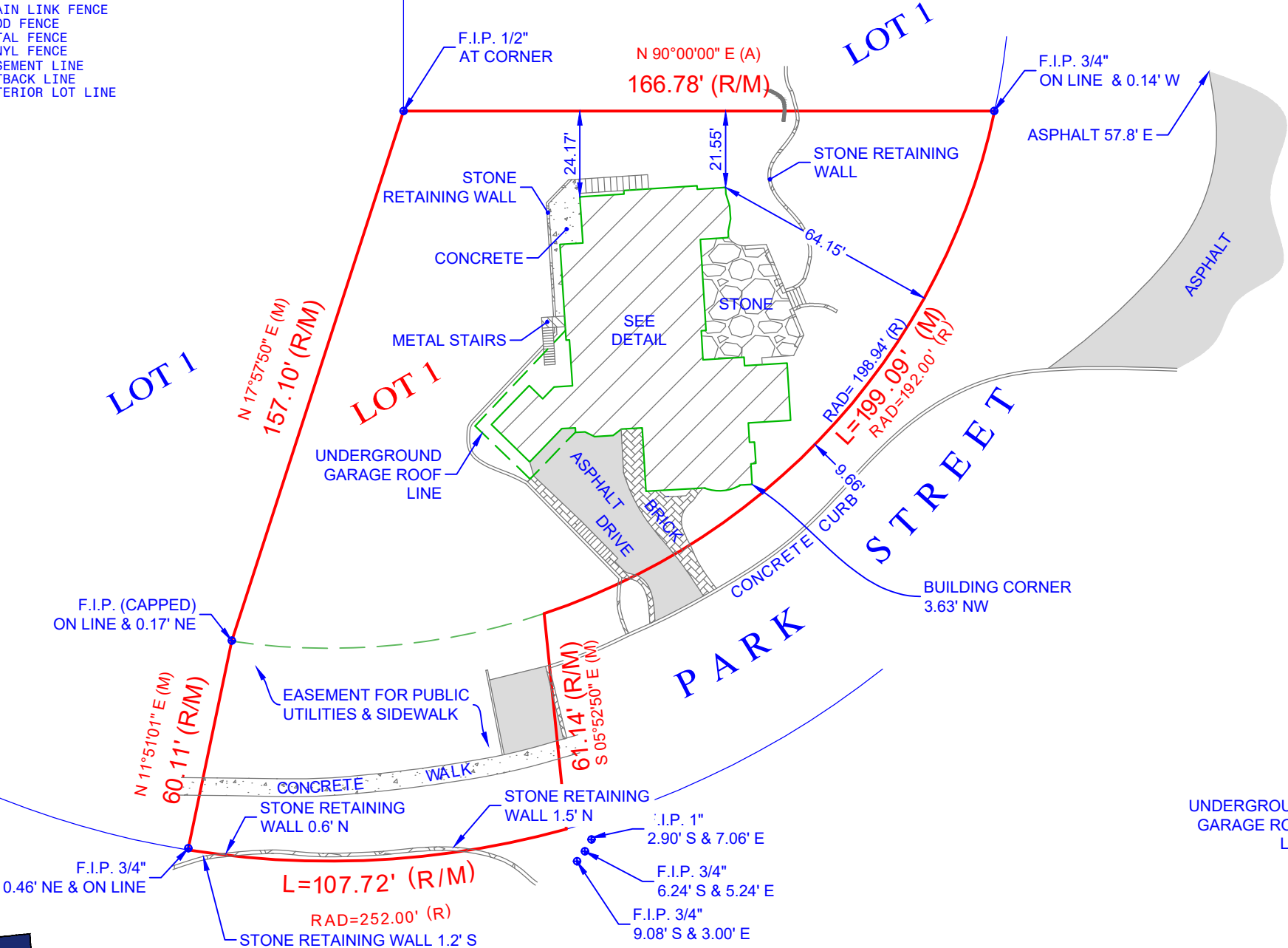
LOT 1 IN MISKELLY'S SUBDIVISION, BEING A SUBDIVISION IN THE SOUTHWEST 1/4 OF SECTION 16, TOWNSHIP 42 NORTH,
RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF WINNETKA, COOK COUNTY, ILLINOIS

AREA OF SURVEY:

"CONTAINING 27,668 SQ. FT. OR 0.64 ACRES MORE OR LESS"



BASIS OF BEARING:
NORTH LINE OF LOT 1 AS FOUND MONUMENTED
AND OCCUPIED PER RECORD SUBDIVISION.
N 90°00'00" E (A)



BUILDING DETAIL
SCALE 1" = 20'



Morris Engineering, Inc.
515 Warrenville Road, Lisle, IL 60532
Phone: (630) 271-0770
FAX: (630) 271-0774
WEBSITE: WWW.ECIVIL.COM

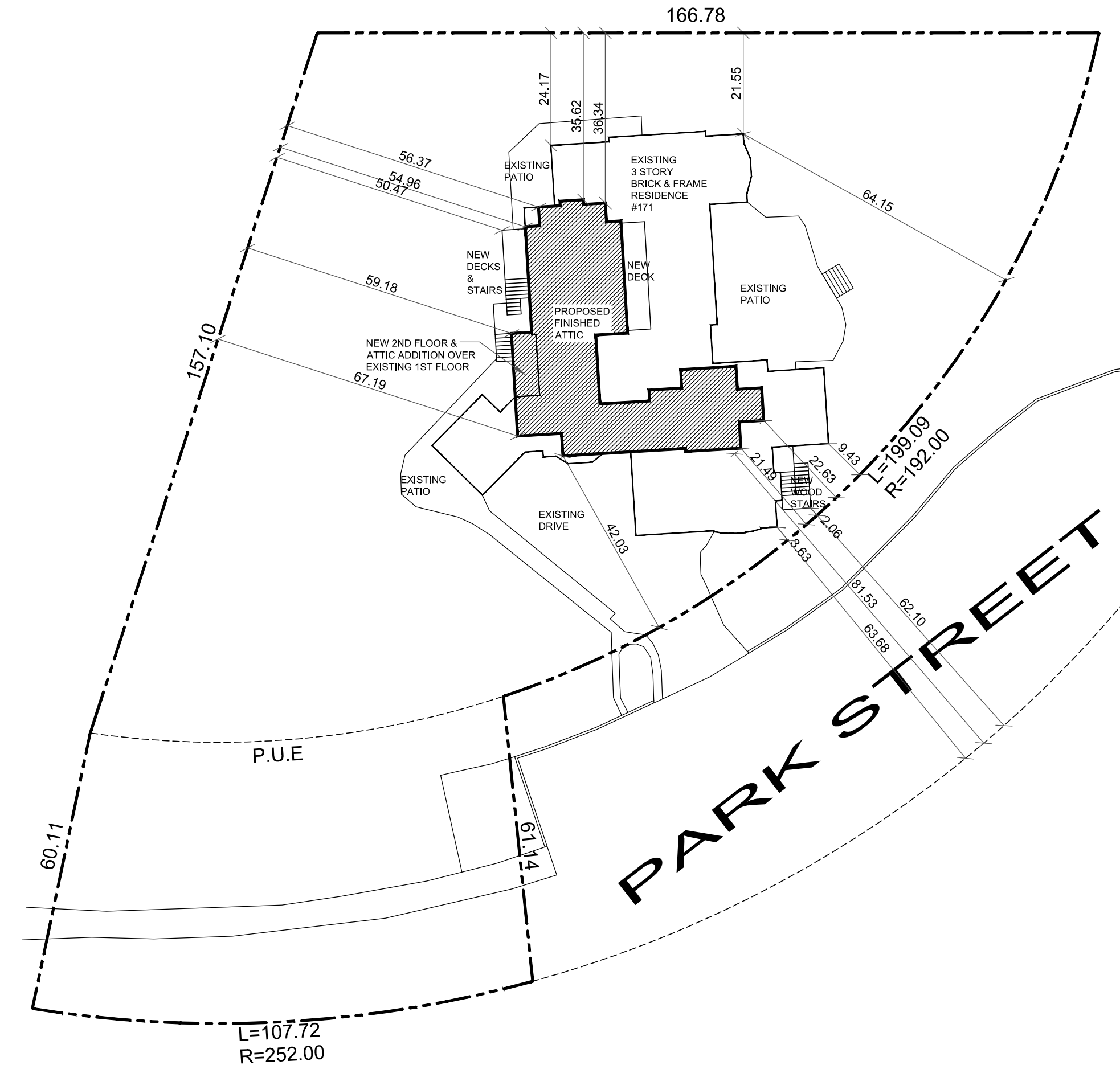
STATE OF ILLINOIS }SS
COUNTY OF DUPAGE }
I, THE UNDERSIGNED, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, DO HEREBY
CERTIFY THAT "THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT
ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY," AND THAT THE PLAT
HEREON DRAWN IS A CORRECT REPRESENTATION OF SAID SURVEY.
DATED, THIS 18TH DAY OF MAY, A.D., 2021,
AT LISLE, ILLINOIS.



- NOTE:
- ALL TIES SHOWN ON THIS SURVEY ARE MEASURED TO THE BUILDING'S SIDING (BRICK, FRAME, STUCCO, METAL, ETC.) AND NOT TO THE FOUNDATION, UNLESS NOTED OTHERWISE.
 - ROOF LINES AND OVERHANGS ARE TYPICALLY NOT SHOWN HEREON.
 - COMPARE ALL DISTANCES AND POINTS IN FIELD AND REPORT ANY DISCREPANCIES TO SURVEYOR AT ONCE.
 - NO DIMENSIONS SHALL BE ASSUMED BY SCALING.

ADDRESS COMMONLY KNOWN AS 717 PARK AVENUE
WINNETKA, ILLINOIS
CLIENT KATHERINE O'MALLEY, ATTORNEY AT LAW
FIELDWORK DATE (CREW) 05/15/2021 (DS/DJ/WM)
DRAWN BY: NG REVISED: JOB NO. 21-05-0195

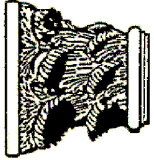
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LICENSE EXPIRATION DATE NOVEMBER 30, 2022
ILLINOIS BUSINESS REGISTRATION NO. 184-007245

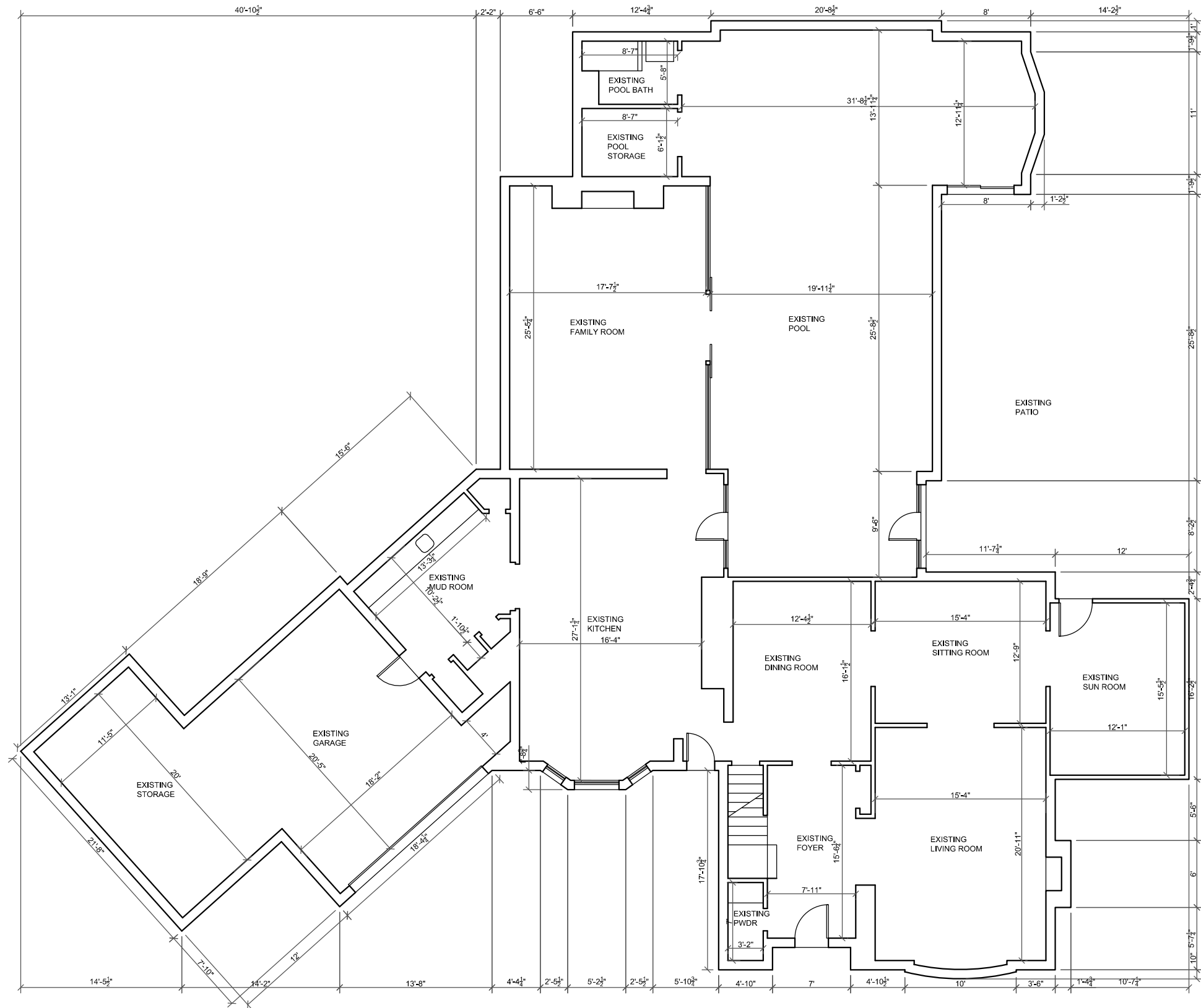


DRAWING INDEX

- A1 SITE PLAN
- A2 EXISTING FIRST FLOOR PLAN
- A3 EXISTING SECOND FLOOR PLAN
- A4 EXISTING ATTIC PLAN
- A5 EXISTING SOUTH (FRONT) ELEVATION
- A6 EXISTING EAST (RIGHT SIDE) ELEVATION
- A7 EXISTING NORTH (REAR) ELEVATION
- A8 EXISTING WEST (LEFT SIDE) ELEVATION
- A9 PROPOSED FIRST FLOOR PLAN
- A10 PROPOSED SECOND FLOOR PLAN
- A11 PROPOSED ATTIC PLAN
- A12 PROPOSED SOUTH (FRONT) ELEVATION
- A13 PROPOSED EAST (RIGHT SIDE) ELEVATION
- A14 PROPOSED NORTH (REAR) ELEVATION
- A15 PROPOSED WEST (LEFT SIDE) ELEVATION

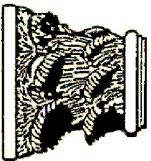
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NOT TO SCALE

	CLIFFORD TOWN, ARCHITECT		1297 SHERMER ROAD NORTHBROOK, ILLINOIS 60062		PHONE: 847-498-0900	
	ADDITION & REMODEL 717 PARK AVENUE WINNETKA, ILLINOIS 60091					
SHEET NO.		DATE:		A-1 OF 15 SHEETS		
		09.21.23 10.06.23				



01 EXISTING FIRST FLOOR PLAN

NOT TO SCALE



CLIFFORD TOWN, ARCHITECT

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NORTHBROOK, ILLINOIS 60062

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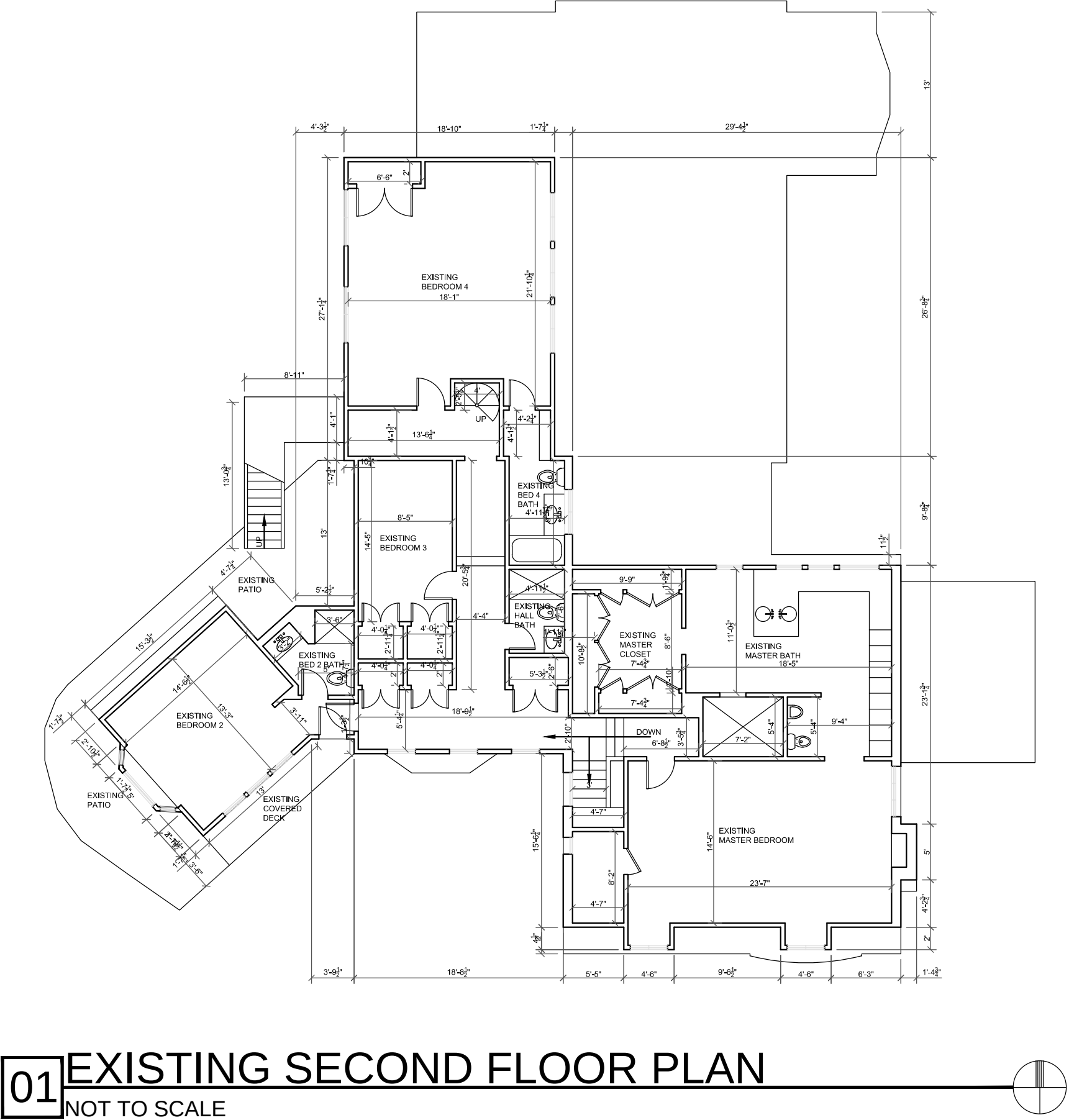
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717 PARK AVENUE
WINNETKA, ILLINOIS 60091

DATE:

09.21.23
10.06.23

SHEET NO.

A-2
OF 15 SHEETS



CLIFFORD TOWN, ARCHITECT

1297 SHERMER ROAD
NORTHBROOK, ILLINOIS 60062

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ADDITION & REMODEL
717 PARK AVENUE
WINNETKA, ILLINOIS 60091

DATE:

09.21.23
10.06.23

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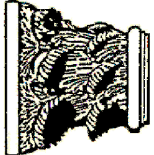
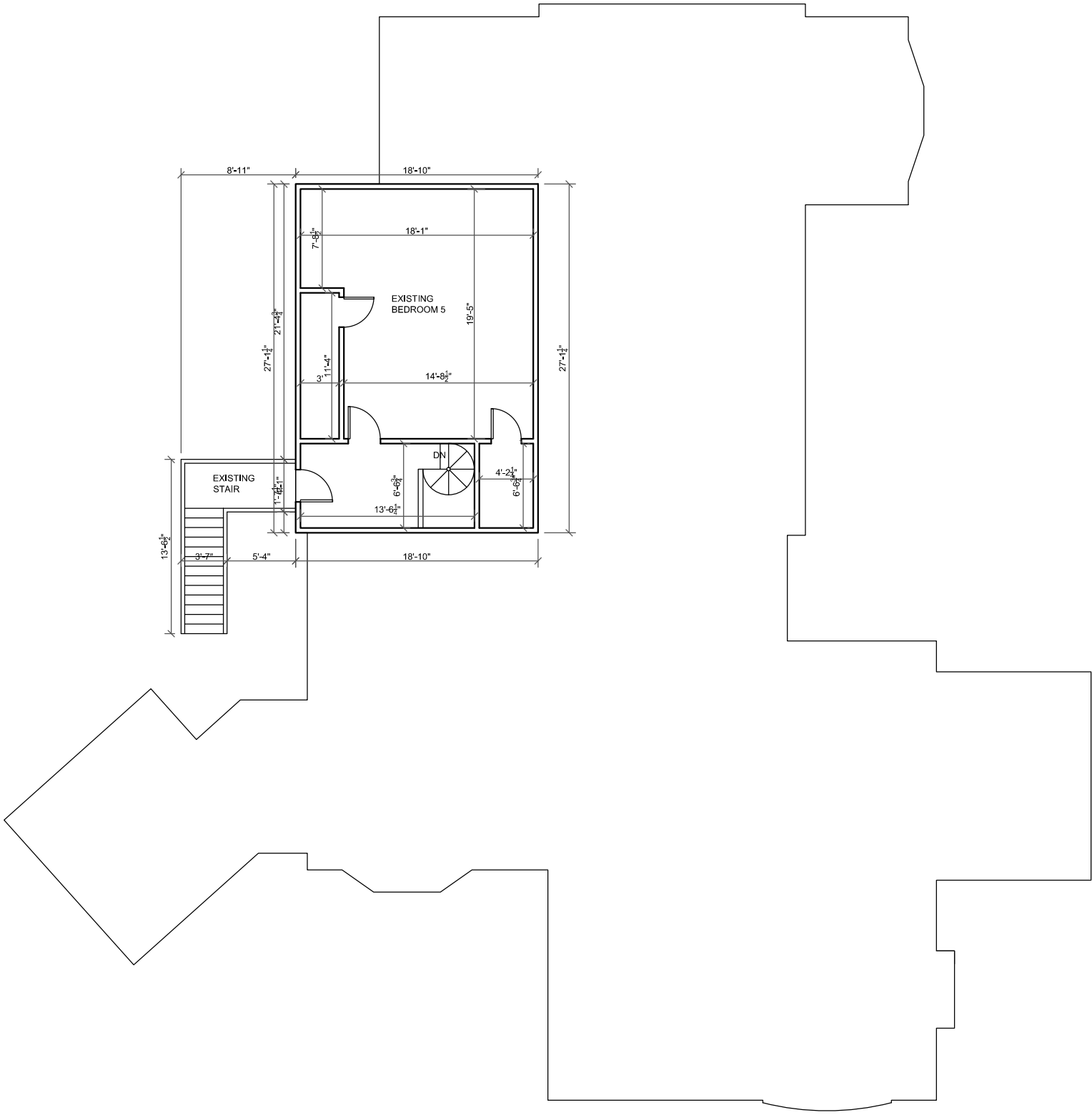
A-3

OF 15 SHEETS

01

EXISTING ATTIC FLOOR PLAN

NOT TO SCALE



CLIFFORD TOWN, ARCHITECT

1297 SHERMER ROAD
NORTHBROOK, ILLINOIS 60062

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DATE:

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10.06.23

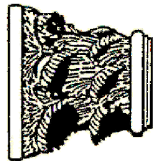
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OF 15 SHEETS



01 EXISTING SOUTH (FRONT) ELEVATION
NOT TO SCALE



CLIFFORD TOWN, ARCHITECT

1297 SHERMER ROAD
NORTHBROOK, ILLINOIS 60062

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ADDITION & REMODEL
717 PARK AVENUE
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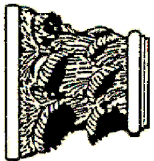
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OF 15 SHEETS



01 EXISTING EAST (RIGHT SIDE) ELEVATION

NOT TO SCALE



CLIFFORD TOWN, ARCHITECT

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NORTHBROOK, ILLINOIS 60062

PHONE: 847-498-0900

ADDITION & REMODEL
717 PARK AVENUE
WINNETKA, ILLINOIS 60091

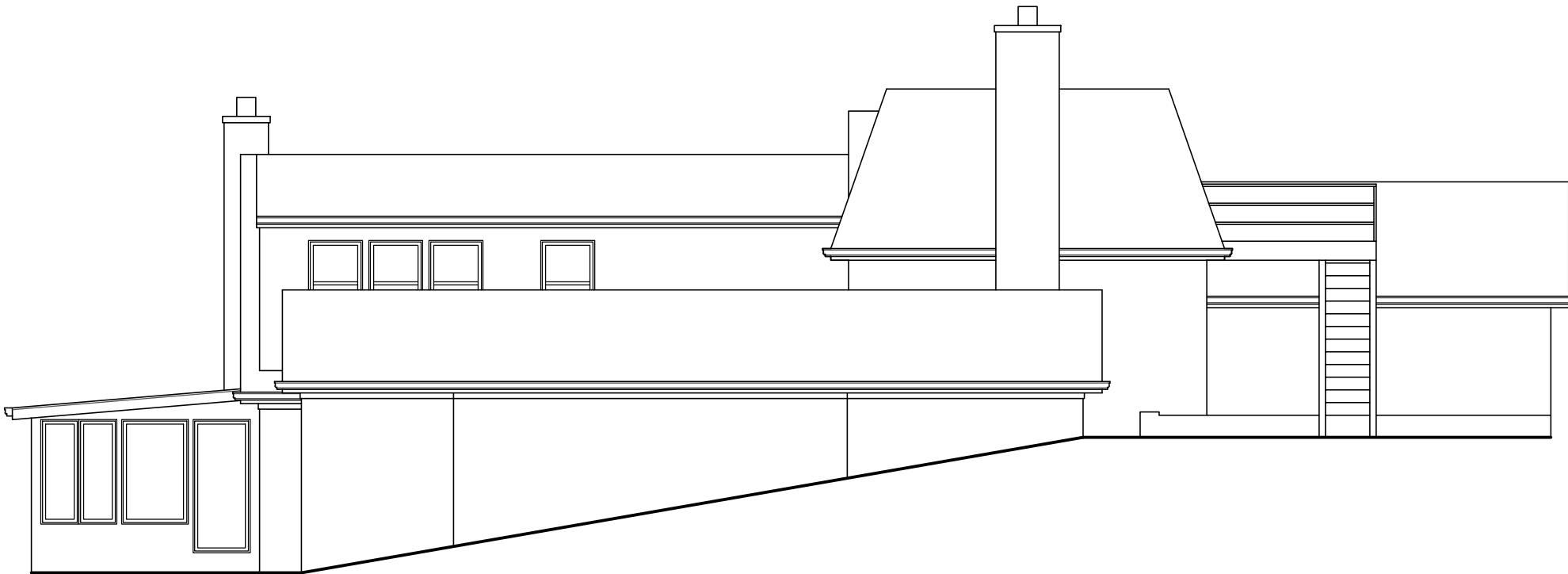
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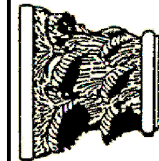
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OF 15 SHEETS



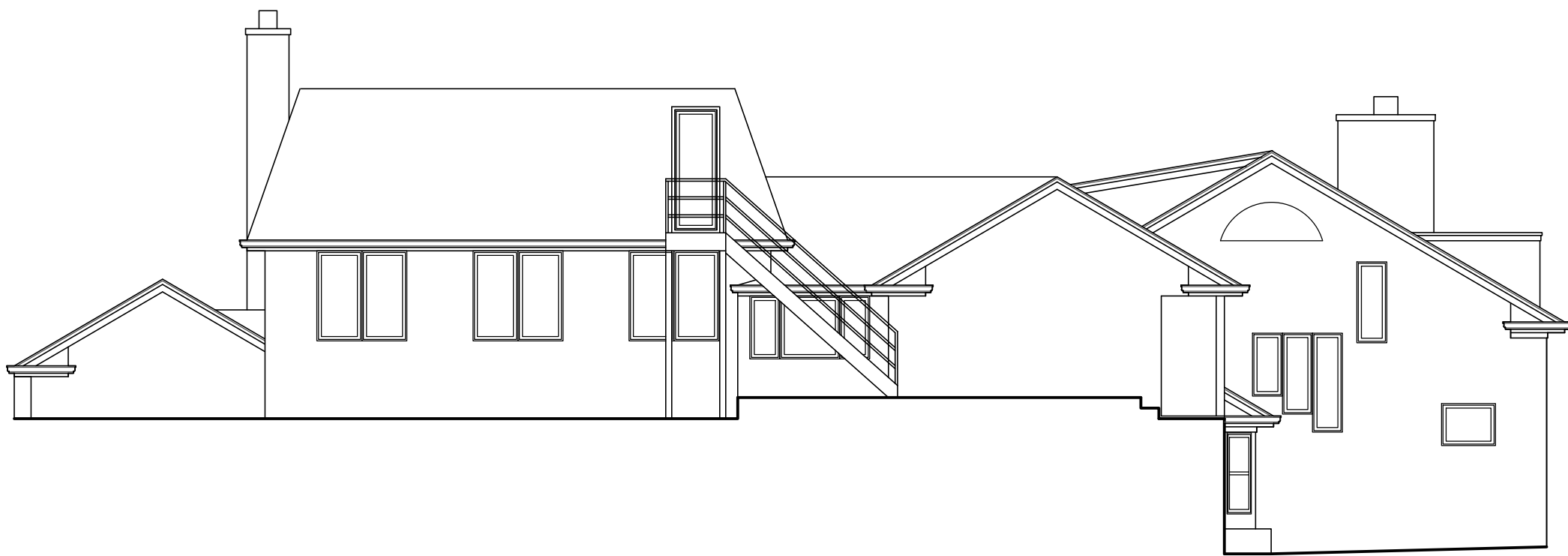
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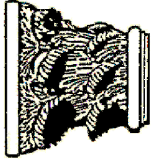
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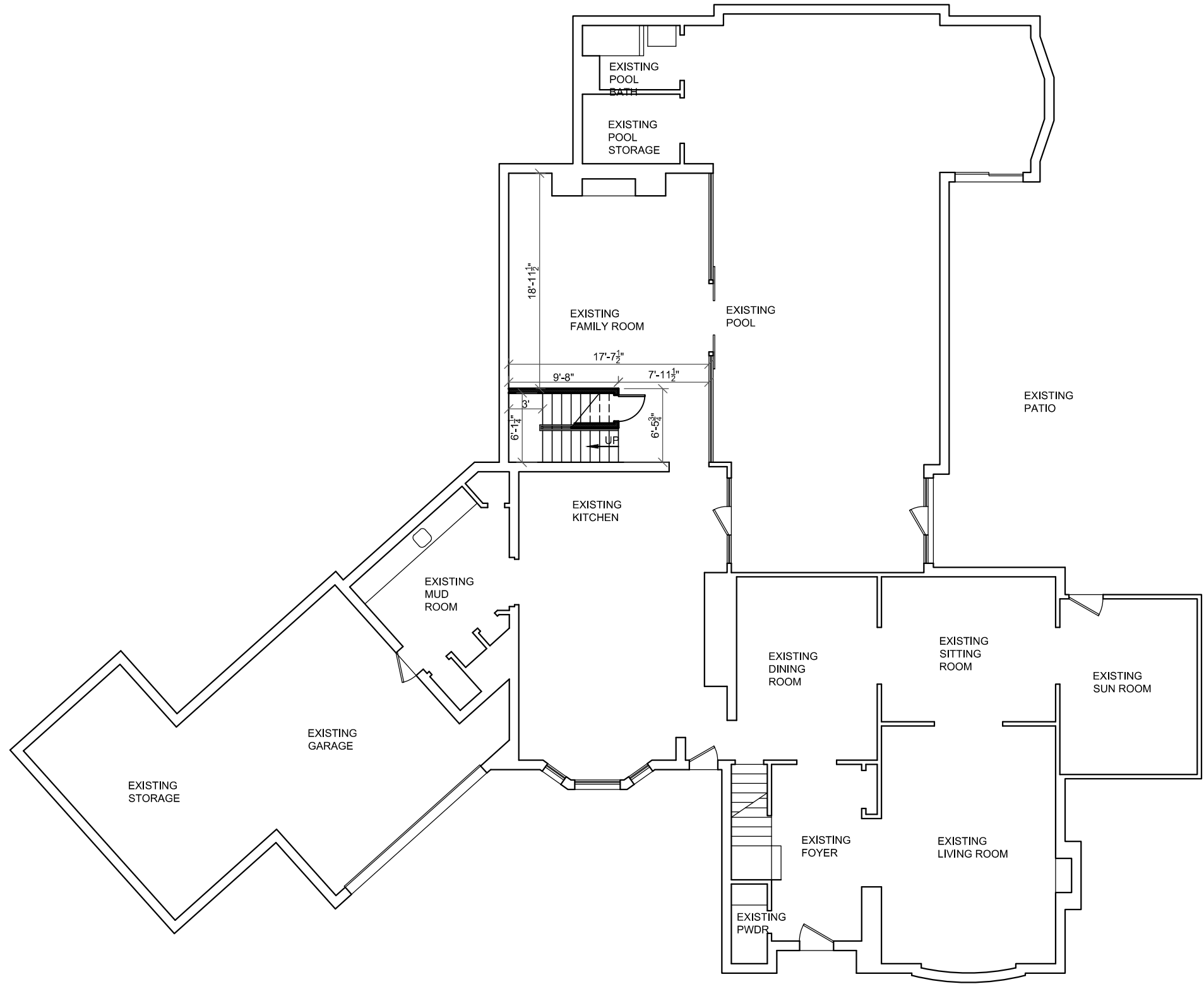
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717 PARK AVENUE
WINNETKA, ILLINOIS 60091

DATE:	SHEET NO.
09.21.23	A-7 OF 15 SHEETS
10.06.23	



01 EXISTING WEST (LEFT SIDE) ELEVATION
NOT TO SCALE

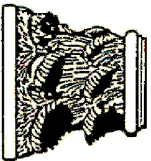
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	NORTHBROOK, ILLINOIS 60062		WINNETKA, ILLINOIS 60091		10.06.23	
						OF 15 SHEETS



01

PROPOSED FIRST FLOOR PLAN

NOT TO SCALE



CLIFFORD TOWN, ARCHITECT

1297 SHERMER ROAD
NORTHBROOK, ILLINOIS 60062

PHONE: 847-498-0900

ADDITION & REMODEL
717 PARK AVENUE
WINNETKA, ILLINOIS 60091

DATE:

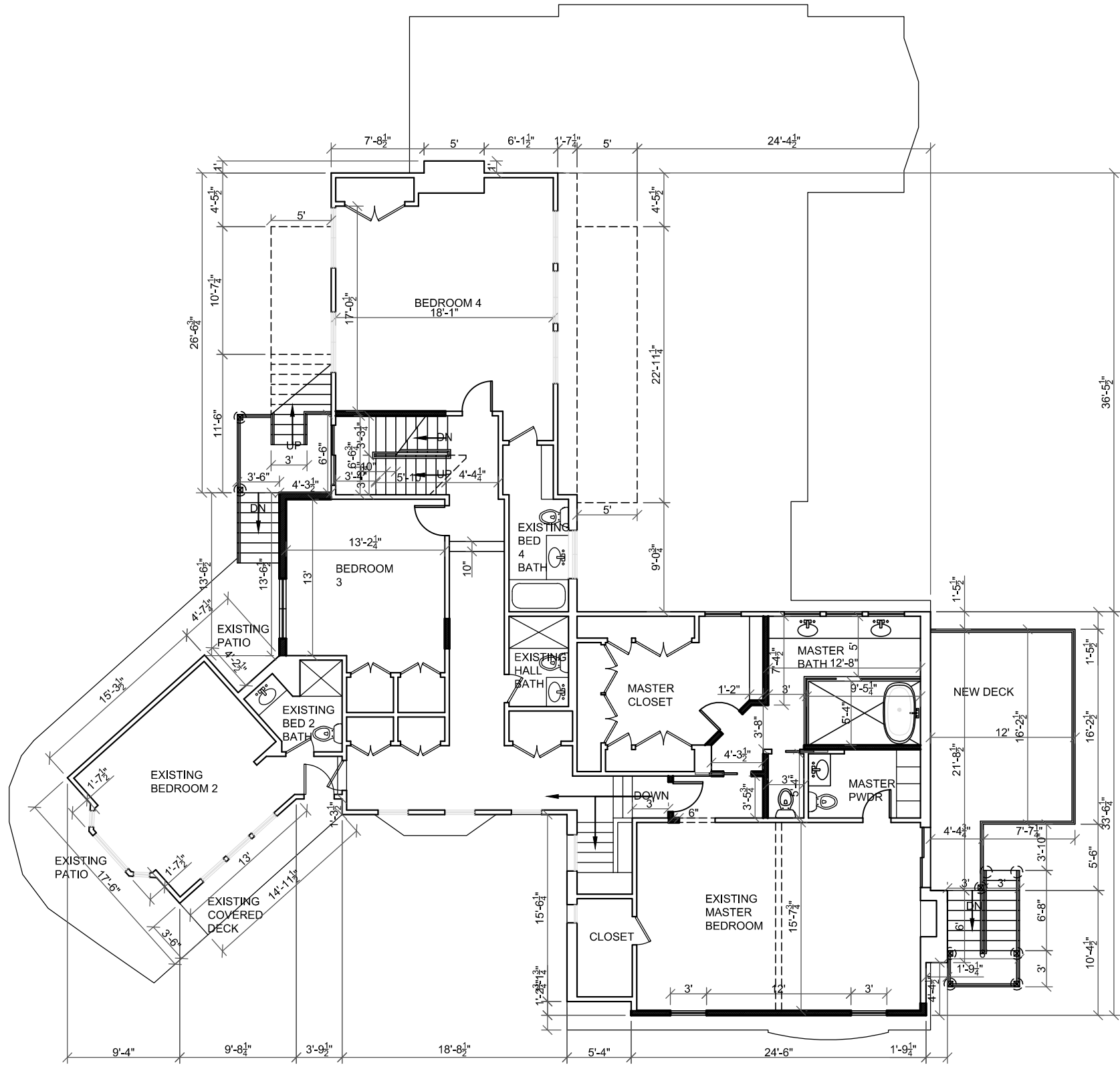
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OF 15 SHEETS



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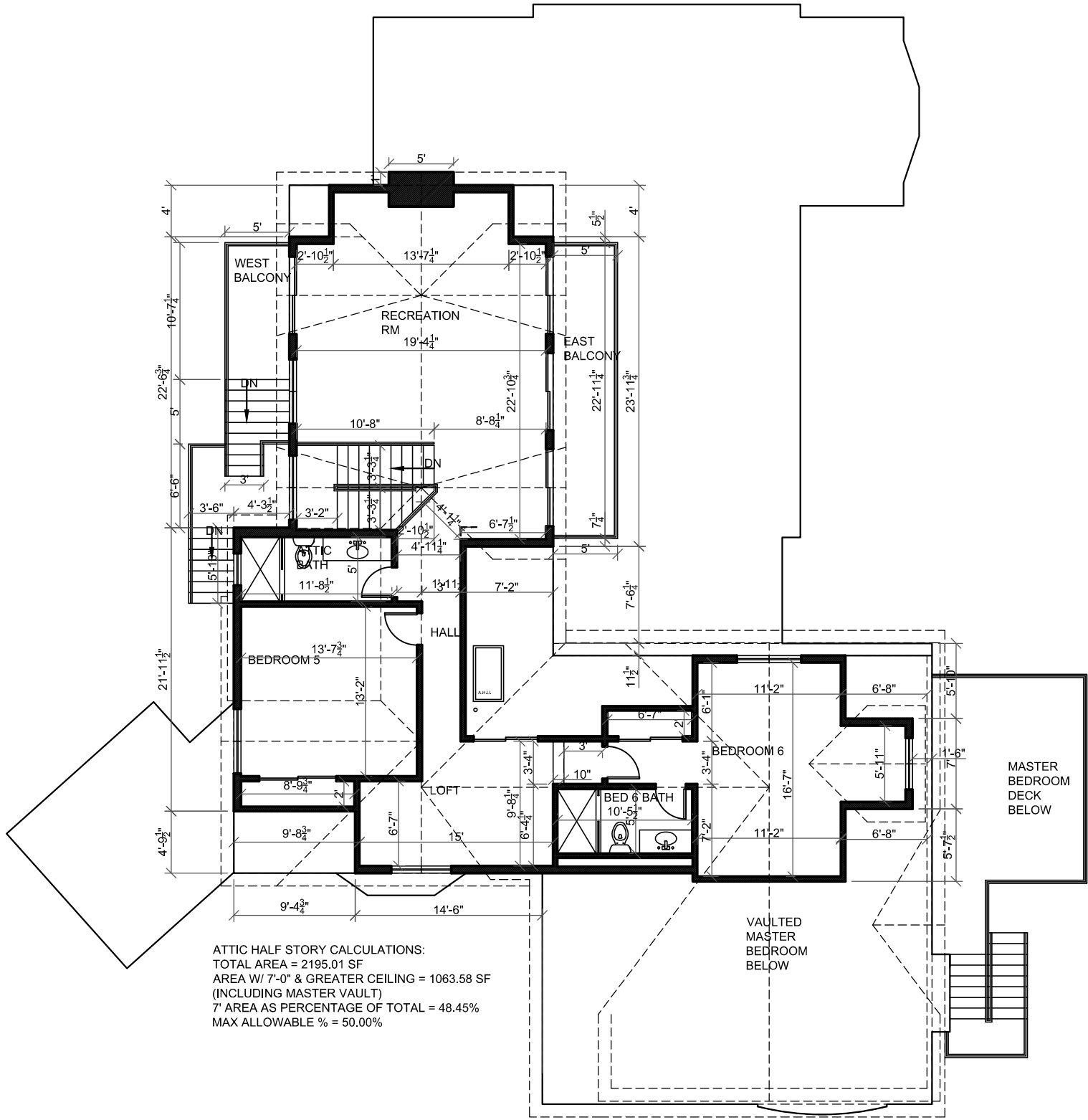
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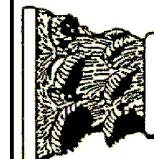
PROPOSED ATTIC FLOOR PLAN

NOT TO SCALE





01 PROPOSED SOUTH (FRONT) ELEVATION
NOT TO SCALE



CLIFFORD TOWN, ARCHITECT

1297 SHERMER ROAD
NORTHBROOK, ILLINOIS 60062

PHONE: 847-498-0900

ADDITION & REMODEL
717 PARK AVENUE
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DATE:

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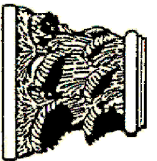
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OF 15 SHEETS



01 PROPOSED EAST (RIGHT SIDE) ELEVATION

NOT TO SCALE



CLIFFORD TOWN, ARCHITECT
1297 SHERMER ROAD
NORTHBROOK, ILLINOIS 60062

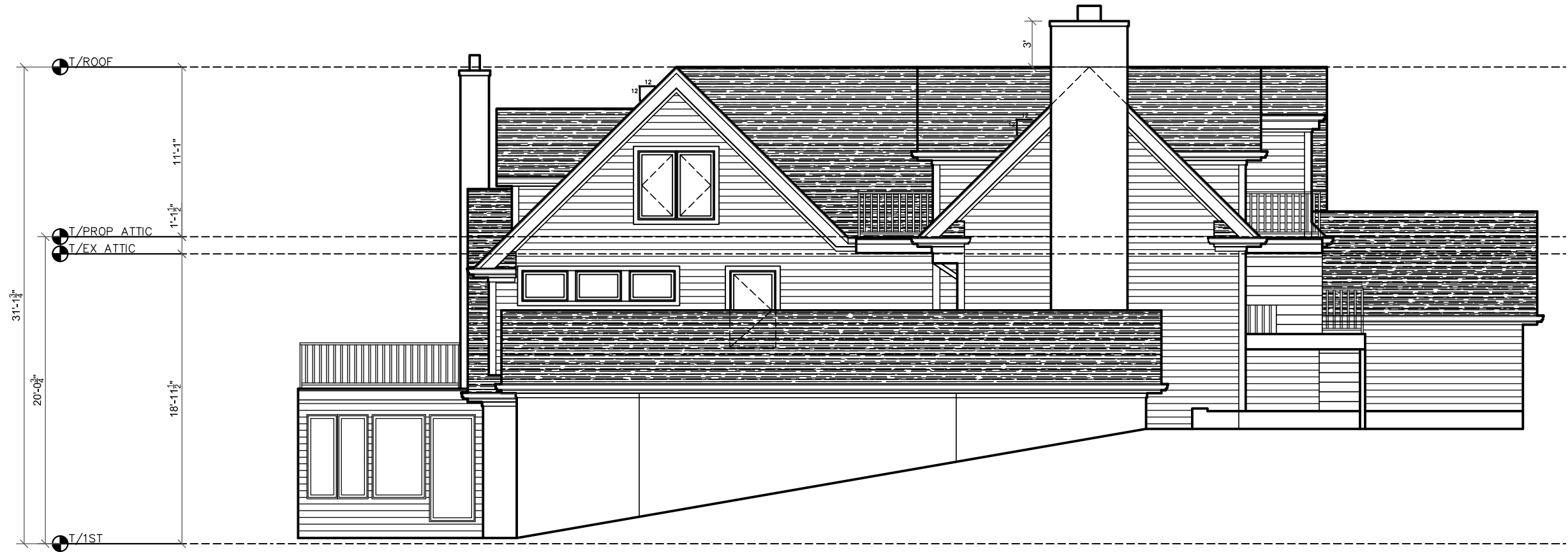
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ADDITION & REMODEL
717 PARK AVENUE
WINNETKA, ILLINOIS 60091

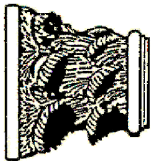
DATE:
09.21.23
10.06.23

SHEET NO.

A-13
OF 15 SHEETS



01 PROPOSED NORTH (REAR) ELEVATION
NOT TO SCALE



CLIFFORD TOWN, ARCHITECT
1297 SHERMER ROAD
NORTHBROOK, ILLINOIS 60062

PHONE: 847-498-0900

ADDITION & REMODEL
717 PARK AVENUE
WINNETKA, ILLINOIS 60091

DATE:

09.21.23

10.06.23

SHEET NO.

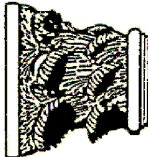
A-14

OF 15 SHEETS



01 PROPOSED WEST (LEFT SIDE) ELEVATION

NOT TO SCALE



CLIFFORD TOWN, ARCHITECT

1297 SHERMER ROAD
NORTHBROOK, ILLINOIS 60062

PHONE: 847-498-0900

ADDITION & REMODEL
717 PARK AVENUE
WINNETKA, ILLINOIS 60091

DATE:

09.21.23

10.06.23

SHEET NO.

A-15

OF 15 SHEETS

**WINNETKA ZONING BOARD OF APPEALS EXCERPT OF MEETING MINUTES
NOVEMBER 13, 2023**

Zoning Board Members Present:

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

Zoning Board Members Absent:

None

Village Staff:

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

a. Case No. 23-21-V2: 717 Park Avenue: An application seeking approval of a zoning variation to allow construction of an addition to the existing residence at 717 Park Avenue. The requested variation would permit the addition to provide less than the minimum required front yard setback from the easterly property line along Park Avenue. The Village Council has final jurisdiction on this request.

Ms. Klaassen identified the property's location, zoning classification and irregular shape and explained the dramatic change in topography on the lot. She noted the lot is legal nonconforming with respect to the lot depth and referred to the home's illustrations and proposed improvements in the setback. Ms. Klaassen then described the proposed improvements and various elevations. She noted no public correspondence was received and a draft motion is included on pages 93 and 94 of the packet and asked if there were any questions. Ms. Casale MacNally referred to Figure 6 of the steps being 2 feet from the lot line. Ms. Klaassen confirmed the steps are that close to the lot line and explained there have been four previous front yard setback variations for the home, though not for the original construction. No additional questions were raised at this time.

Chairman Bradley swore in those speaking to this matter. Jan Wesemann, the homeowner, and Alan Nasel, the general contractor, introduced themselves to the Board. Mr. Nasel stated they discovered the bad roof condition after the home was purchased and decided to address other issues. He identified the master bedroom, roofline and windows and described how they would be modified. Mr. Nasel stated the home predated the street and was built in 1910 and was a coach home for the home on Prospect. He also identified the easement which belonged to Ms. Wesemann and described the difficulties with the street and easement. Ms. Wesemann stated they also discovered the air conditioning needed to be replaced which required going through the roof. Mr. Nasel and Ms. Wesemann described how the property is not visible from the street.

Chairman Bradley noted the Board's only concern related to the stairway and setback. Mr. Haller asked if the proposal of the staircase is to let the dog out with minimal effort in terms of access. Ms. Wesemann confirmed that and stated it would also provide a view and described the French doors and deck to be installed. Ms. Casale MacNally asked if the backyard is fenced. Ms. Wesemann responded there is temporary fencing at the bottom of the patio. No additional questions were raised at this time.

1 Chairman Bradley asked for public comment. No comments were made at this time. He then called the
2 matter in for discussion.
3

4 Mr. Vender referred to its location and the amount of work being done. Mr. Nielsen stated he would be
5 in favor. Ms. Hanley commented she really liked the home and appreciated the applicant updating the
6 home. She agreed the home is well hidden and referred to the lot's irregularity and stated the request is
7 a small ask. Ms. Hanley concluded she is in favor of the request. Ms. Casale MacNally agreed with Ms.
8 Hanley's comments. Mr. Haller agreed with the comments made. Chairman Bradley stated the standards
9 have been met and described the property as extraordinarily unique. He referred to the amount of the
10 existing nonconformity and commented the design plans make good sense. Chairman Bradley then asked
11 for a motion to recommend approval. Mr. Haller moved to recommend approval of the request. Ms.
12 Hanley seconded the motion. A vote was taken and the motion unanimously passed, 6 to 0:

13 AYES: Bradley, Haller, Hanley, Casale MacNally, Nielsen, Vender

14 NAYS: None
15
16



Agenda Item Executive Summary

TITLE: Ordinance No. M-19-2023: Granting Variations from the Winnetka Zoning Ordinance to Allow the Construction of Additions to an Existing Residence within the R-5 Single Family Residential District (Introduction/Adoption)

PRESENTER: David Schoon

AGENDA DATE: December 5, 2023

CONSENT: No

ITEM TYPE: Ordinances and Resolutions

ITEM HISTORY:

None.

EXECUTIVE SUMMARY:

INTRODUCTION

On December 5, 2023, the Village Council is scheduled to consider Ordinance No. M-19-2023 in response to an application submitted by Brandan Matthews (the "Applicant") as the owner of the property located at 84 Abbottsford Road (the "Subject Property"). (**Attachment 1**) The Applicant requests approval of the following zoning variations to allow construction of additions to the existing residence on the Subject Property:

1. **Roofed Lot Coverage (RLC)** of 1,605.76 square feet, whereas a maximum of 1,332.28 square feet is permitted, a variation of 273.48 square feet (20.53%) [Section 17.30.030 – Intensity of Use of Lot] [Note: The existing improvements currently consist of 1,572.17 square feet. The proposed addition would add 33.59 square feet of RLC];
2. **Gross Floor Area (GFA)** of 2,549.78 square feet, whereas a maximum of 1,973.75 square feet is permitted, a variation of 576.03 square feet (29.18%) [Section 17.30.040 – Maximum Building Size] [Note: The existing improvements currently consist of 2,442.1 square feet. The proposed addition would add 107.68 square feet of GFA];
3. **Corner Yard Setback** of 7 feet from the private drive easement along the north property line, whereas a minimum of 9 feet is required, a variation of 2 feet (22.22%) [Section 17.30.050 – Front and Corner Yard Setbacks] [Note: The residence currently provides a corner yard setback of 7 feet]; and
4. **Structural changes necessary to provide new window openings** in the legally nonconforming south side building wall of the existing residence that provides a side yard setback of 4.8 feet, whereas a minimum of 6 feet is required [Section 17.64.060 – Nonconformities].

The variations are being requested in order to construct additions on the north and west elevations of the existing residence. The proposed addition on the first floor includes expansion of the existing

mudroom (6.5 square feet) as well as expansion of the screened porch (27 square feet). The second-floor addition would consist of expansion of the primary bedroom (a little over 74 square feet). Currently, the existing residence exceeds the permitted roofed lot coverage by approximately 240 square feet (18%) and the permitted GFA by approximately 468 square feet (24%). The proposed plan also includes replacing a single window on the first floor with three shorter windows and replacing a single window on the second floor with two windows in a slightly different location. These windows are all located in the legally nonconforming south side building wall.

The Subject Property is considered a corner lot due to the existence of an easement for a private drive for the owners of the three lots within the subdivision of which the Subject Property is a part of. Given the Zoning Ordinance defines “private street” as *“the area lying within the described limits of a right-of-way or easement for vehicular traffic, created by virtue of a recorded or registered instrument for ingress and egress, which area the owners or occupants of three or more lots or parcels of land have the right to use”*, the area of the easement is excluded from the lot area of each lot for zoning purposes. Even though one of the neighboring properties does not currently utilize the easement, the recorded easement is still in effect and as such the area of the easement on the Subject Property is excluded from the lot area for zoning purposes.

ADVISORY BOARD/COMMISSION REVIEW

The Zoning Board of Appeals (ZBA) considered the request on November 13, 2023. **Attachment 2** includes the staff report to the ZBA and the meeting minutes, which summarize the request. There were no public comments received prior to the ZBA meeting or at the meeting. After hearing from the Applicant, the Board discussed the request. Members noted that the request was very de minimus and the lot is unique due to the existence of the private driveway easement serving the Subject Property, which further reduced the nonconforming lot area of the property and required a corner yard setback. By a vote of 6-0, the Board recommended approval of the request.

RECOMMENDATION:

Given the ZBA recommendation of approval was unanimous, the Council may wish to (a) consider waiving introduction of Ordinance No. M-19-2023 and consider adoption of the Ordinance, OR (b) consider only introduction of Ordinance No. M-19-2023.

ATTACHMENTS:

1. Ordinance M-19-2023, An Ordinance Granting Variations from the Zoning Ordinance to Allow Additions to the Existing Residence (84 Abbottsford)
2. November 13, 2023, ZBA Meeting Staff Report and Draft Meeting Minutes

ORDINANCE NO. M-19-2023

**AN ORDINANCE GRANTING VARIATIONS FROM THE
WINNETKA ZONING ORDINANCE TO ALLOW THE CONSTRUCTION
OF ADDITIONS TO AN EXISTING RESIDENCE WITHIN
THE R-5 SINGLE FAMILY RESIDENTIAL DISTRICT
(84 Abbottsford Road)**

WHEREAS, Brandan Matthews (“*Applicant*”) is the record title owner of the parcel of real property commonly known as 84 Abbottsford Road in Winnetka, Illinois, and legally described in **Exhibit A** attached to and, by this reference, made a part of this Ordinance (“*Subject Property*”); and

WHEREAS, the Subject Property is approximately 0.11 acres in area and located within the R-5 Single Family Residential District of the Village (“*R-5 District*”) and is improved with a single-family residence (“*Residence*”); and

WHEREAS, the Applicant desires to construct additions on the north and west elevations of the Residence including (i) expanding the existing mudroom and screened porch on the first floor and (ii) expanding the primary bedroom on the second floor (“*Proposed Additions*”); and

WHEREAS, the Residence is an existing legally nonconforming corner lot; and

WHEREAS, pursuant to Section 17.30.030 of the Winnetka Zoning Ordinance (“*Zoning Ordinance*”), the maximum permitted roofed lot coverage for the Subject Property is 1,332.28 square feet; and

WHEREAS, pursuant to Section 17.30.040 of the Zoning Ordinance, the maximum permitted gross floor area for the Subject Property is 1,973.75 square feet; and

WHEREAS, pursuant to Section 17.30.050 of the Zoning Ordinance, the required corner yard setback for the Subject Property is 9 feet; and

WHEREAS, pursuant to Section 17.64.060 of the Zoning Ordinance, the structural changes necessary to provide new window openings on the Residence’s legally nonconforming south side building wall that provides a side yard setback of 4.8 feet, where a minimum of 6 feet is required; and

WHEREAS, to construct the Proposed Additions on the Subject Property, the Applicant filed an application for variations from: (i) Section 17.30.030 to allow roofed lot coverage of 1,605.76 square feet; (ii) Section 17.30.040 to allow a gross floor area of 2,549.78 square feet; (iii) Section 17.30.050 to allow a corner yard setback of 7 feet from the private drive easement along the north property line; and (iv) Section 17.64.060 to allow a side yard setback of 4.8 feet on the legally nonconforming south side building wall (collectively, the “*Variations*”); and

WHEREAS, on November 13, 2023, after due notice thereof, the Zoning Board of Appeals (“*ZBA*”) conducted a public hearing on the Variations and, by a vote of six members in favor and

zero opposed, recommended that the Council of the Village of Winnetka (*“Village Council”*) approve the Variations; and

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

WHEREAS, the Village Council has determined that approval of the Variations for the Subject Property within the R-5 District is in the best interest of the Village and its residents;

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

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

SECTION 2: APPROVAL OF VARIATIONS. Subject to, and contingent upon, the terms, conditions, restrictions, and provisions set forth in Section 3 of this Ordinance, the Variations from Sections 17.30.030, 17.30.040, 17.30.050, and 17.64.060 of the Zoning Ordinance to allow the construction of the Proposed Additions on the Subject Property are hereby granted, in accordance with and pursuant to Chapter 17.60 of the Zoning Ordinance and the home rule powers of the Village.

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

- A. **Commencement of Construction.** The Applicant must commence the construction of the Proposed Additions no later than 12 months after the effective date of this Ordinance.
- B. **Compliance with Regulations.** Except to the extent specifically provided otherwise in this Ordinance, the development, use, and maintenance of the Proposed Additions and Subject Property must comply at all times with all applicable Village codes and ordinances, as they have been or may be amended over time.
- C. **Reimbursement of Village Costs.** In addition to any other costs, payments, fees, charges, contributions, or dedications required under applicable Village codes, ordinances, resolutions, rules, or regulations, the Applicant must pay to the Village, promptly upon presentation of a written demand or demands therefor, of all fees, costs, and expenses incurred or accrued in connection with the review, negotiation, preparation, consideration, and review of this Ordinance. Payment of all such fees, costs, and expenses for which demand has been made shall be made by a certified or cashier's check. Further, the Applicant must pay upon demand all costs incurred

by the Village for publications and recordings required in connection with the aforesaid matters.

- D. Compliance with Plans. The development, use, and maintenance of the Proposed Additions on the Subject Property must be in strict accordance with the plans prepared by Michael Venechuk consisting of 12 sheets, with a latest revision date of October 25, 2023, copies of which are attached to, and by this reference, made part of this Ordinance as **Exhibit B (“Plans”)**, except for minor changes and site work approved by the Director of Community Development or the Director of Engineering (within their respective permitting authority) in accordance with all applicable Village codes, ordinances, and standards.

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

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

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

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

SECTION 8: EFFECTIVE DATE.

- A. This Ordinance will be effective only upon the occurrence of all of the following events:
1. Passage by the Village Council in the manner required by law;

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

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

[SIGNATURE PAGE FOLLOWS]

PASSED this 5th day of December, 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: December 5, 2023

Passed and Approved: _____, 2023

EXHIBIT A

LEGAL DESCRIPTION OF SUBJECT PROPERTY

ALL OF LOT THREE (3), THE EAST ONE HALF (1/2) OF LOT FOUR (4), THE EAST ONE HALF (1/2) OF THE WEST ONE HALF (1/2) OF LOT FOUR (4) IN WHITESON AND JOHNSON'S SUBDIVISION OF LOT 1, BLOCK 2, OF TEMPEL'S RESUBDIVISION OF PART OF THE NORTHEAST QUARTER (1/4) OF SECTION 28, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

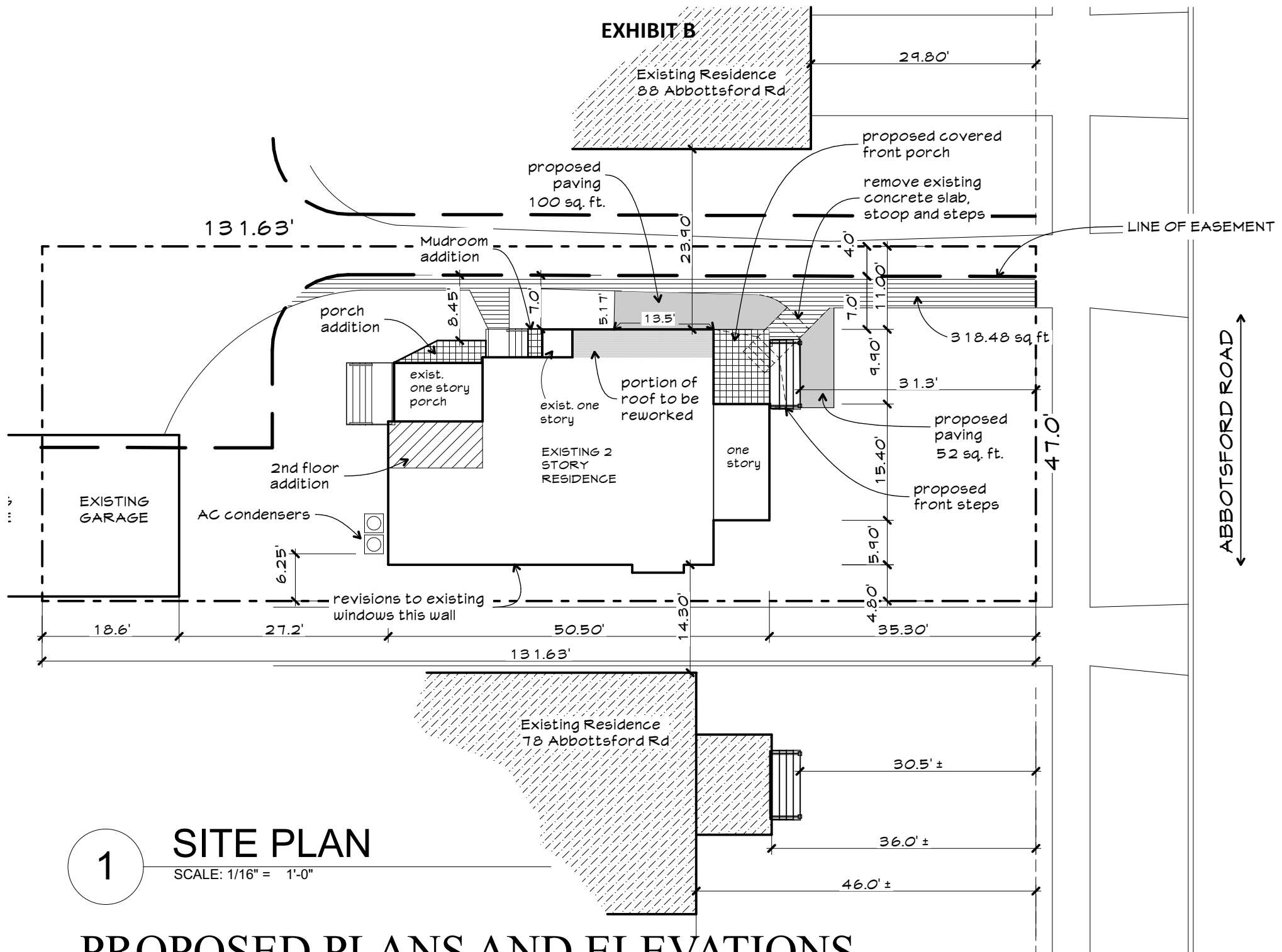
Commonly known as 84 Abbottsford Road, Winnetka, Illinois.

PIN: 05-28-201-022-0000

EXHIBIT B

PLANS

(SEE ATTACHED EXHIBIT B)

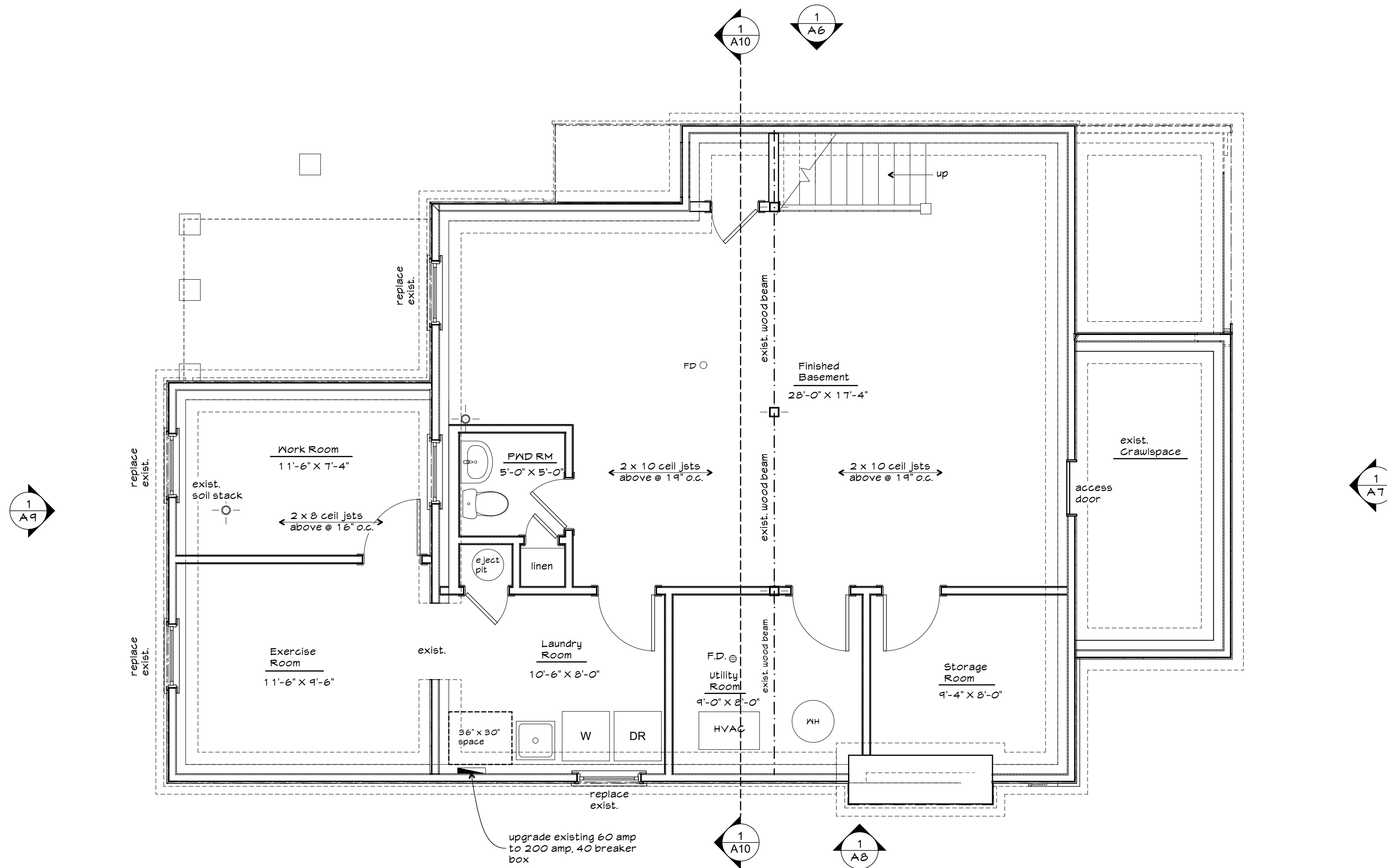


1

SITE PLAN

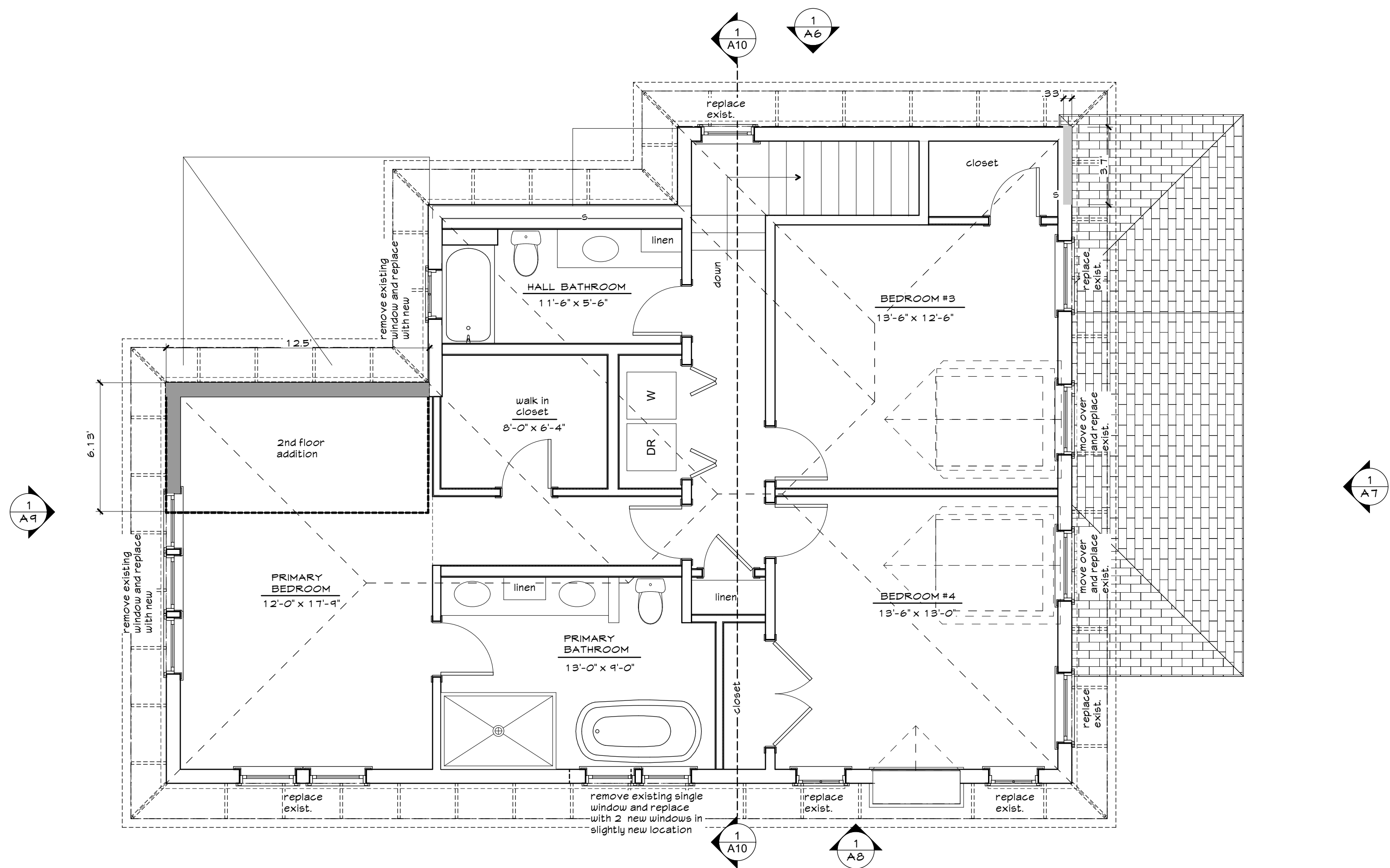
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PROPOSED PLANS AND ELEVATIONS

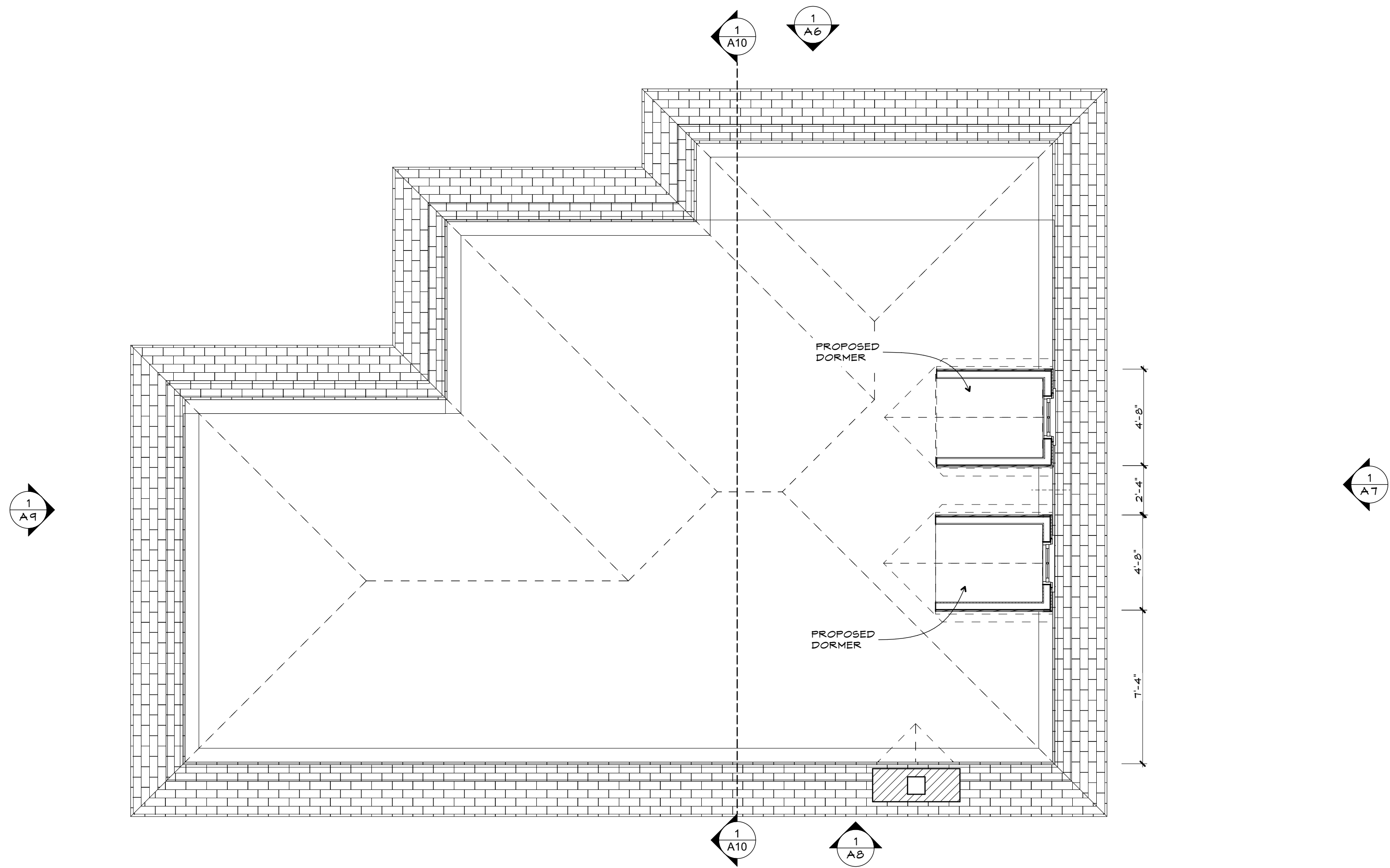


1 **PROPOSED BASEMENT FLOOR PLAN**
SCALE: 1/4" = 1'-0"

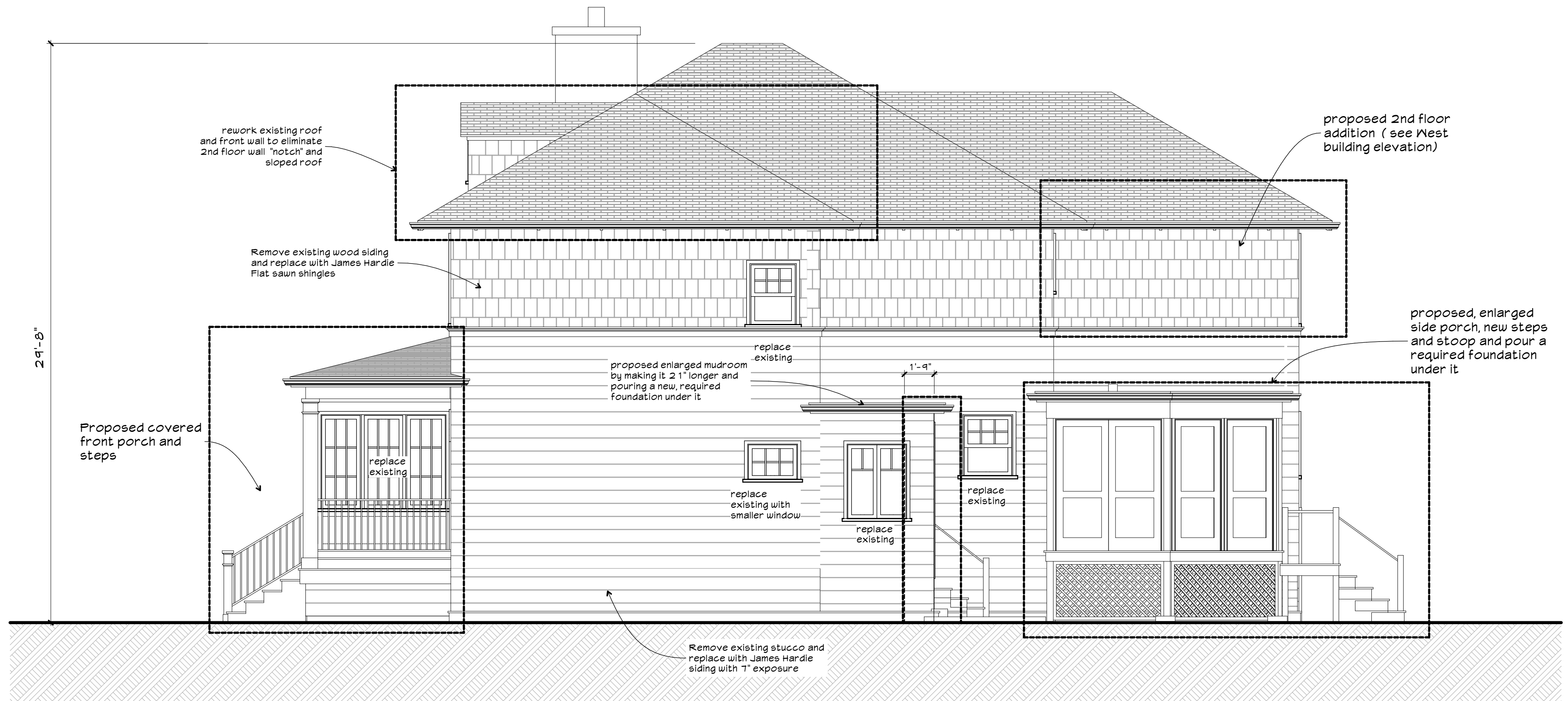




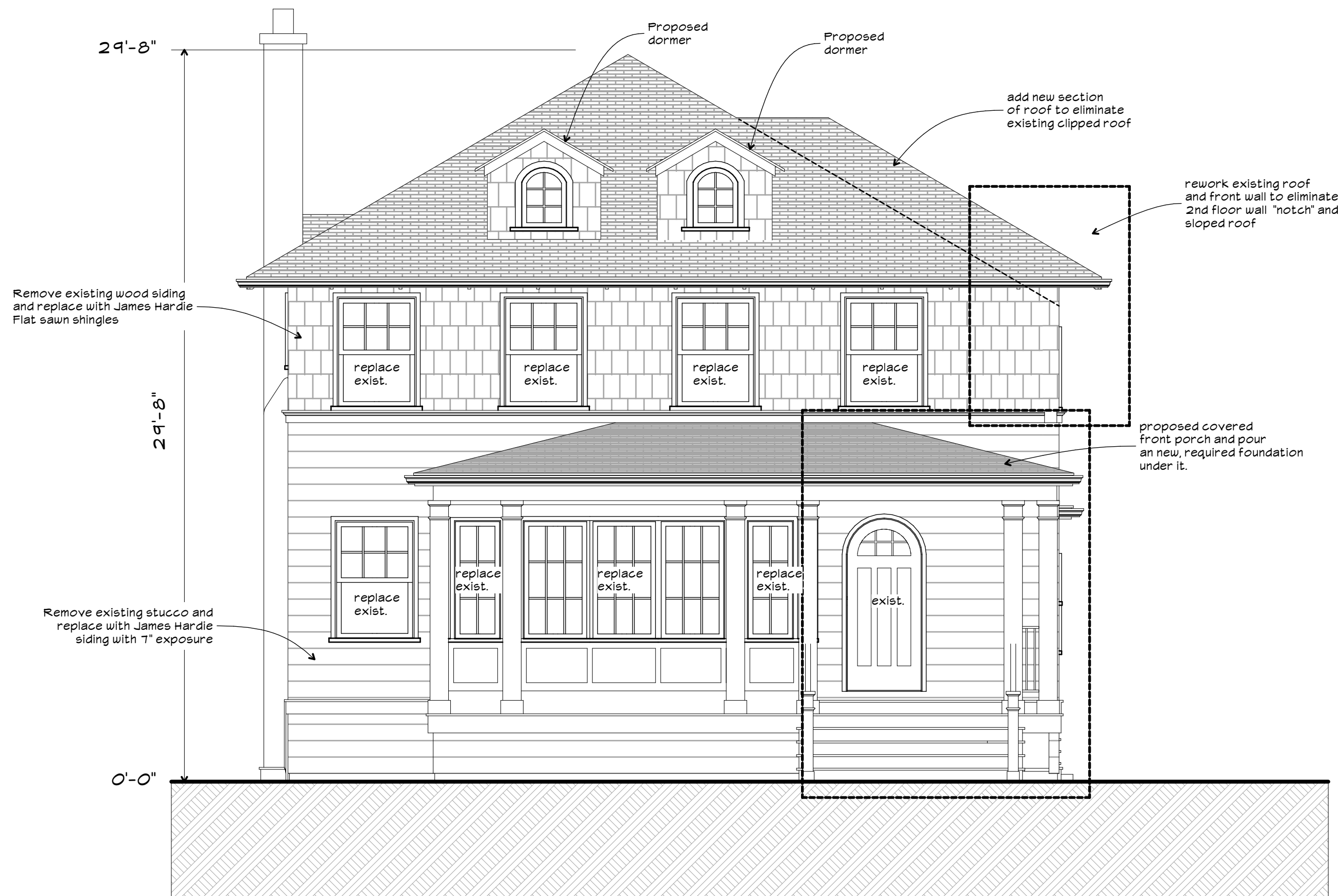
1 PROPOSED SECOND FLOOR PLAN
SCALE: 1/4" = 1'-0"



1 **PROPOSED ATTIC PLAN**
SCALE: 1/4" = 1'-0"



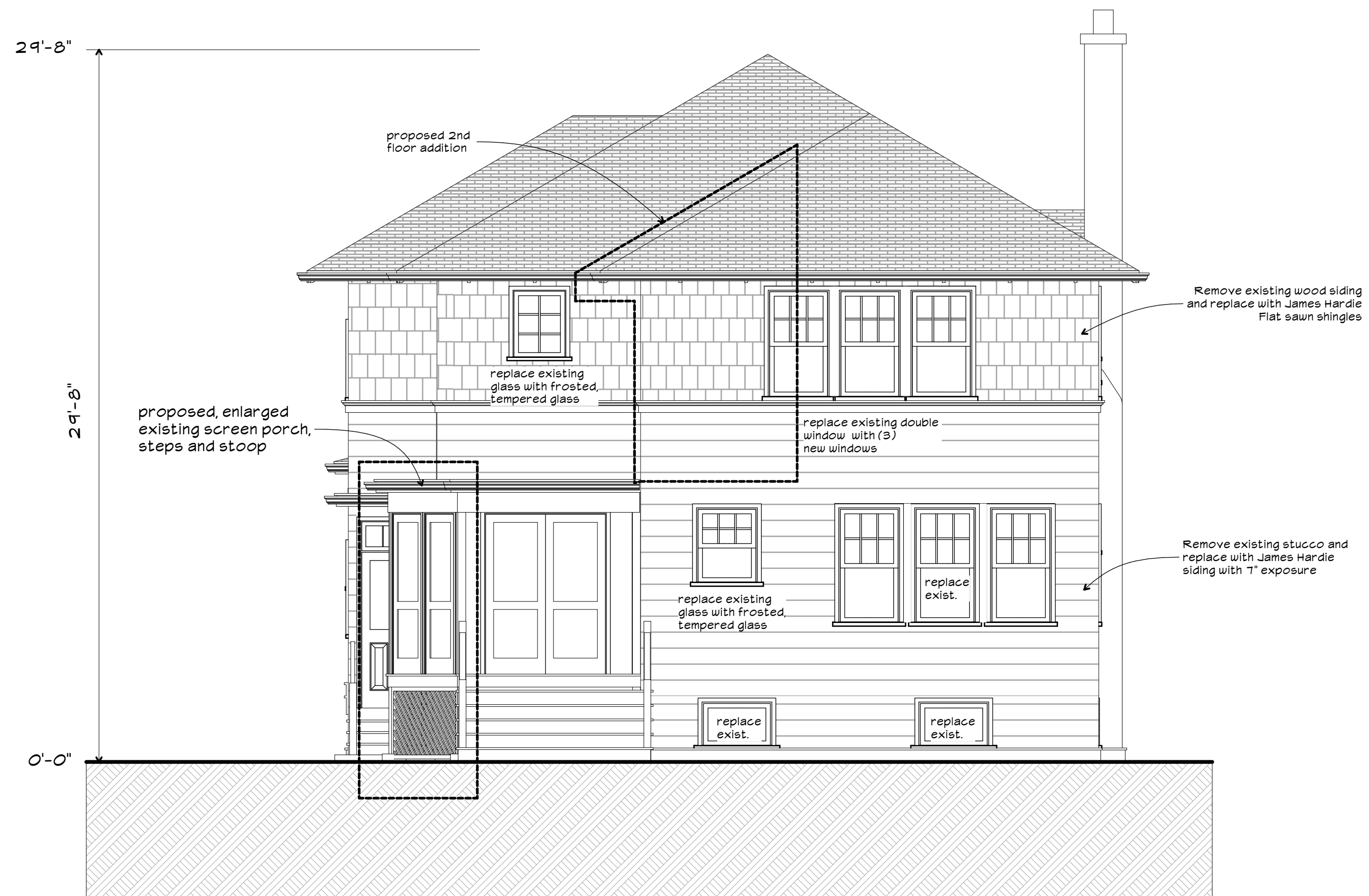
1 PROPOSED NORTH ELEVATION
SCALE: 1/4" = 1'-0"



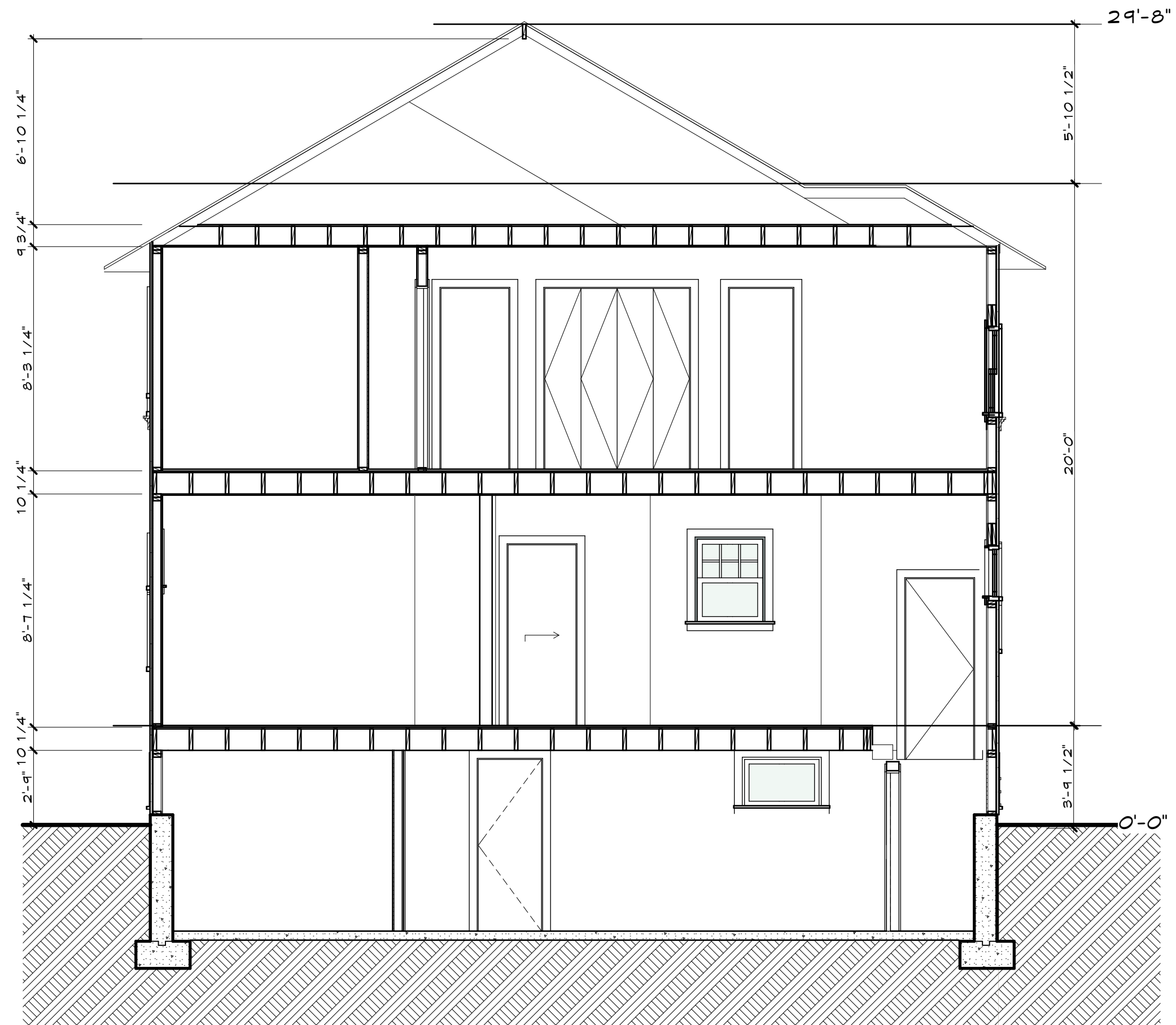
1 PROPOSED EAST ELEVATION
SCALE: 1/4" = 1'-0"



1 PROPOSED SOUTH ELEVATION
SCALE: 1/4" = 1'-0"



1 PROPOSED WEST ELEVATION
SCALE: 1/4" = 1'-0"



1 BUILDING SECTION
SCALE: 1/4" = 1'-0"



1 VIEW 1
SCALE: 1/4" = 1'-0"



2 view 2
SCALE: 1/4" = 1'-0"



1 **VIEW 3**
SCALE: 1/4" = 1'-0"



2 **VIEW 4**
SCALE: 1/4" = 1'-0"

EXHIBIT C
UNCONDITIONAL AGREEMENT AND CONSENT

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

WHEREAS, Brandan Matthews ("***Applicant***") is the record title owner of the parcel of real property commonly known as 84 Abbottsford Road in Winnetka, Illinois ("***Subject Property***"); and

WHEREAS, the Subject Property is approximately 0.11 acres in area and located within the R-5 Single Family Residential District of the Village ("***R-5 District***") and is improved with a single-family residence ("***Residence***"); and

WHEREAS, the Applicant desires to construct additions on the north and west elevations of the Residence including (i) expanding the existing mudroom and screened porch on the first floor and (ii) expanding the primary bedroom on the second floor ("***Proposed Additions***"); and

WHEREAS, to construct the Proposed Additions on the Subject Property, the Applicant filed an application for variations from: (i) Section 17.30.030 to allow roofed garage coverage of 1,605.76 square feet; (ii) Section 17.30.040 to allow a gross floor area of 2,549.78 square feet; (iii) Section 17.30.050 to allow a corner yard setback of 7 feet from the private drive easement along the north property line; and (iv) Section 17.64.060 to allow a side yard setback of 4.8 feet on the legally nonconforming south side building wall (collectively, the "***Variations***"); and

WHEREAS, Ordinance No. M-19-2023, adopted by the Village Council on December 5, 2023 ("***Ordinance***"), grants the Variations; and

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

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

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

approvals do not, and will not, in any way, be deemed to insure the Applicant against damage or injury of any kind and at any time.

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

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

Dated: _____, 2023

ATTEST: **BRANDAN MATTHEWS**

By: _____



MEMORANDUM VILLAGE OF WINNETKA

COMMUNITY DEVELOPMENT DEPARTMENT

TO: ZONING BOARD OF APPEALS
FROM: ANN KLAASSEN, ASSISTANT DIRECTOR
DATE: NOVEMBER 9, 2023
SUBJECT: 84 ABBOTTSFORD ROAD - VARIATIONS (CASE NO. 23-20-V2)

INTRODUCTION

On November 13, 2023, the Zoning Board of Appeals (ZBA) is scheduled to hold a public hearing on an application submitted by Brandan Matthews (the "Applicant") as the owner of the property located at 84 Abbotsford Road (the "Subject Property"). The Applicant requests approval of the following zoning variations to allow construction of additions to the existing residence on the Subject Property:

1. **Roofed Lot Coverage (RLC)** of 1,605.76 square feet, whereas a maximum of 1,332.28 square feet is permitted, a variation of 273.48 square feet (20.53%) [Section 17.30.030 – Intensity of Use of Lot] [Note: The existing improvements currently consist of 1,572.17 square feet. The proposed addition would add 33.59 square feet of RLC];
2. **Gross Floor Area (GFA)** of 2,549.78 square feet, whereas a maximum of 1,973.75 square feet is permitted, a variation of 576.03 square feet (29.18%) [Section 17.30.040 – Maximum Building Size] [Note: The existing improvements currently consist of 2,442.1 square feet. The proposed addition would add 107.68 square feet of GFA];
3. **Corner Yard Setback** of 7 feet from the private drive easement along the north property line, whereas a minimum of 9 feet is required, a variation of 2 feet (22.22%) [Section 17.30.050 – Front and Corner Yard Setbacks] [Note: The residence currently provides a corner yard setback of 7 feet]; and
4. **Structural changes necessary to provide new window openings** in the legally nonconforming south side building wall of the existing residence that provides a side yard setback of 4.8 feet, whereas a minimum of 6 feet is required [Section 17.64.060 – Nonconformities].

A mailed notice was sent to property owners within 250 feet of the Subject Property in compliance with the Zoning Ordinance. The hearing was properly noticed in the *Winnetka Talk* on October 26, 2023. As of the date of this memo, staff has not received any written comment from the public regarding this application.

The Village Council has final jurisdiction on this request as only the Council has the authority to grant variations to (i) exceed roofed lot coverage limitations by more than 20%; and (ii) allow a zoning lot with a pre-FAR building (constructed prior to 1989) to exceed the maximum permitted GFA by more than 10%. Typically, the ZBA has final jurisdiction on requests to reduce a corner yard setback for a principal building by no more than 50% of the required setback. Additionally, the Zoning Administrator typically has final jurisdiction on requests to allow structural changes necessary to provide new window openings in a legally nonconforming side building wall; however, since this request includes additional

zoning relief for which the ZBA and the Zoning Administrator do not have jurisdiction, the Village Council also has final jurisdiction on the requests to reduce the corner yard setback and to allow structural changes to provide new window openings in the legally nonconforming south side building wall.

PROPERTY DESCRIPTION

The Subject Property, which is approximately 0.11 acres in size, is located on the west side of Abbottsford Road, between Warwick Road and Winnetka Avenue, and contains an existing two-story residence and a portion of a shared detached garage (see Figure 1). The property is considered a corner lot due to the existence of an easement, as recorded on the Whiteson and Johnson's Plat of Subdivision, for a private drive for the owners of the three lots within the subdivision of which the Subject Property, 404 Winnetka Avenue, and 88 Abbottsford Road are a part of. Given the Zoning Ordinance defines "private street" as "the area lying within the described limits of a right-of-way or easement for vehicular traffic, created by virtue of a recorded or registered instrument for ingress and egress, which area the owners or occupants of three or more lots or parcels of land have the right to use", the area of the easement is excluded from the lot area of each lot for zoning purposes. Even though 88 Abbottsford does not currently utilize the easement, the recorded easement is still in effect and as such the area of the easement on the Subject Property is excluded from the lot area for zoning purposes (see Figure 2).

The property is zoned R-5 Single Family Residential, and it is surrounded by the same (see Figure 3). The Comprehensive Plan designates the Subject Property as appropriate for single family residential development. The zoning of the property is consistent with the Comprehensive Plan.

The existing lot is a legally nonconforming corner lot that is 4,934.37 square feet in net lot area, while the minimum required lot area for a corner lot in the R-5 District is 8,900 square feet. Also, the lot has an average lot width of 37.49 feet, while the minimum required average lot width for a corner lot in the R-5 District is 70 feet.



Figure 1 – Aerial Map



Figure 2 – GIS Map View

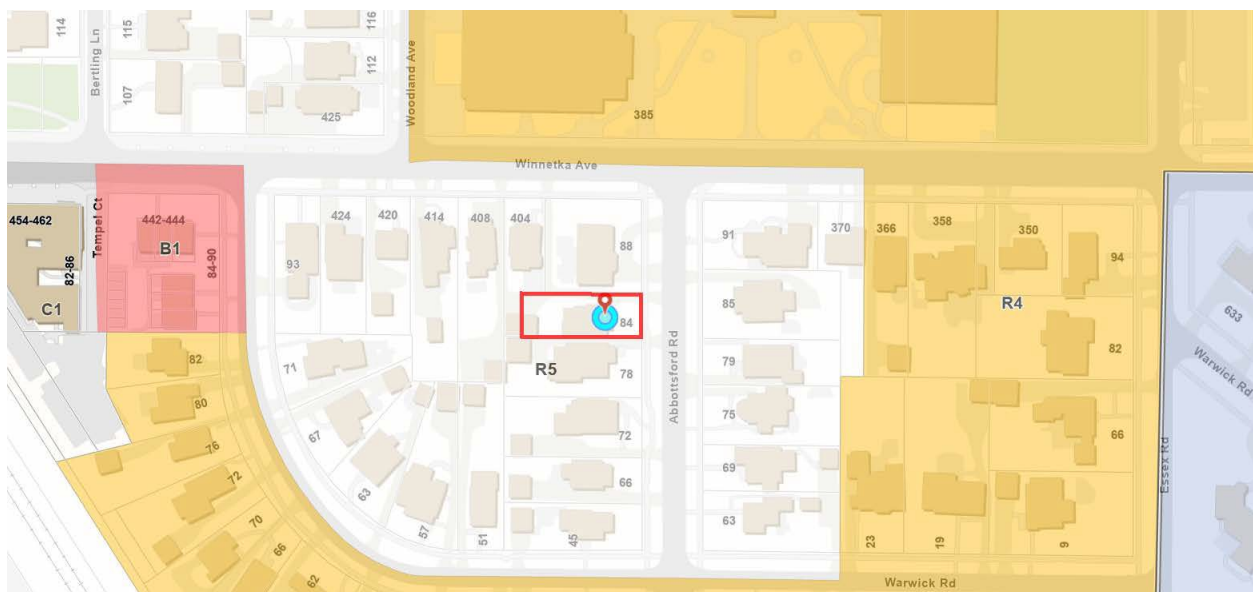


Figure 3 – Zoning Map

PROPERTY HISTORY AND PREVIOUS ZONING APPLICATIONS

The residence was built in 1921. The following subsequent building permits were issued in:

1. 1927 to construct an addition to the residence; and
2. 1953 to construct a screened porch addition to the residence.

The Applicant acquired the property in October 2022. There are two previous zoning cases on file for the Subject Property:

1. In July 1953, ZBA Case No. 790 was approved by the ZBA granting a variation to exceed the maximum permitted building area to allow a screened porch addition to the existing residence; and
2. In October 2020, ZBA Case No. 20-29-ZA was approved by the Zoning Administrator granting a

variation to allow structural repairs necessary to replace the roof of the existing nonconforming detached garage and studs as needed in the legally nonconforming west side building wall that provides less than the minimum required side yard setback of 6 feet and the legally nonconforming south building wall that provides less than the minimum required rear yard setback of two feet.

Figure 4 below is a current photo of the site.



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

PROPOSED PLAN

The variations are being requested in order to construct additions on the north and west elevations of the existing residence. The proposed addition on the first floor includes expansion of the existing mudroom as well as expansion of the screened porch. The second floor addition would consist of expansion of the primary bedroom. Currently, the second floor consists of four bedrooms and one bathroom. The proposed plan would result in a primary bedroom suite, two bedrooms, and one hall bathroom. For a total of three bedrooms and two bathrooms on the second floor. The proposed plan also includes replacing a single window on the first floor with three shorter windows and replacing a single window on the second floor with two windows in a slightly different location. These windows are all located in the legally nonconforming south side building wall. A new covered front porch is also proposed; however zoning relief is not necessary for this porch.

The proposed additions represent a net increase in GFA of approximately 107 square feet and an increase in roofed lot coverage of approximately 33 square feet. The proposed additions are described as follows:

First Floor:

- Mudroom expansion measuring 3.7 feet by 1.75 feet (6.47 square feet); and
- Screened porch expansion measuring approximately 27 square feet.

Second Floor:

- Primary bedroom expansion measuring approximately 12.5 feet by 6 feet (net increase of 72.87 square feet).

Excerpts of the proposed site plan, floor plans, and proposed building elevations are provided below and on the following pages as Figures 5 through 11. The complete set of plans are provided in the application materials (Attachment C).

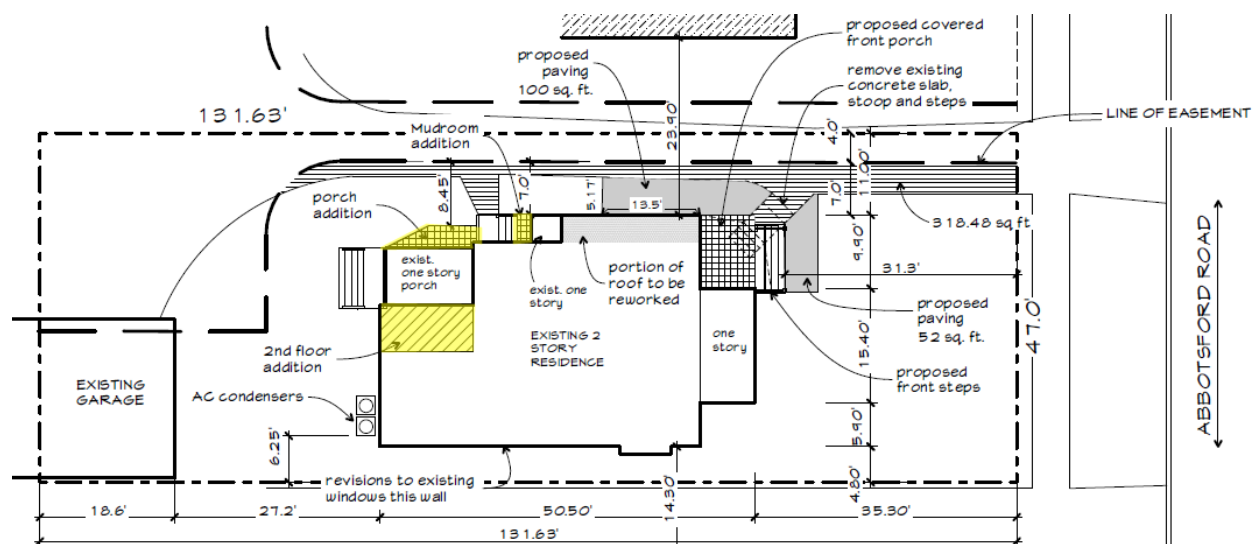
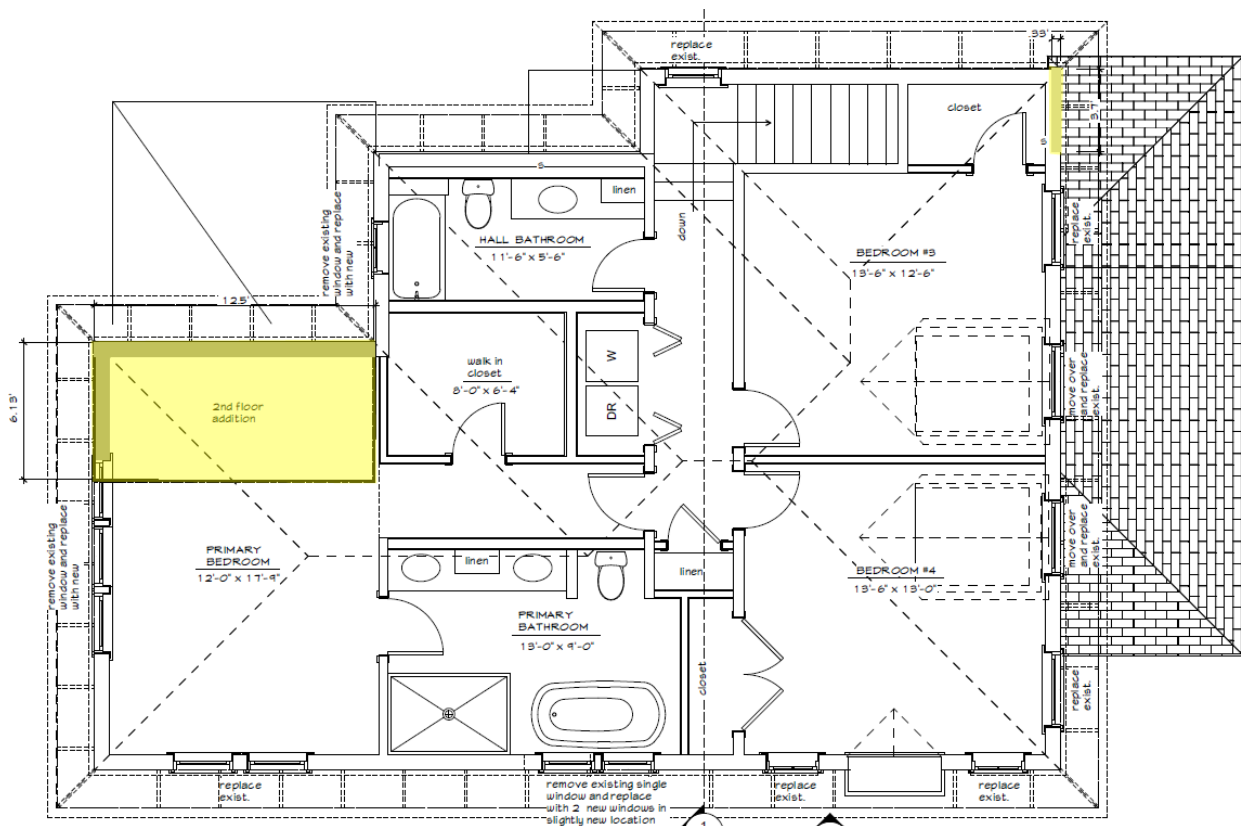
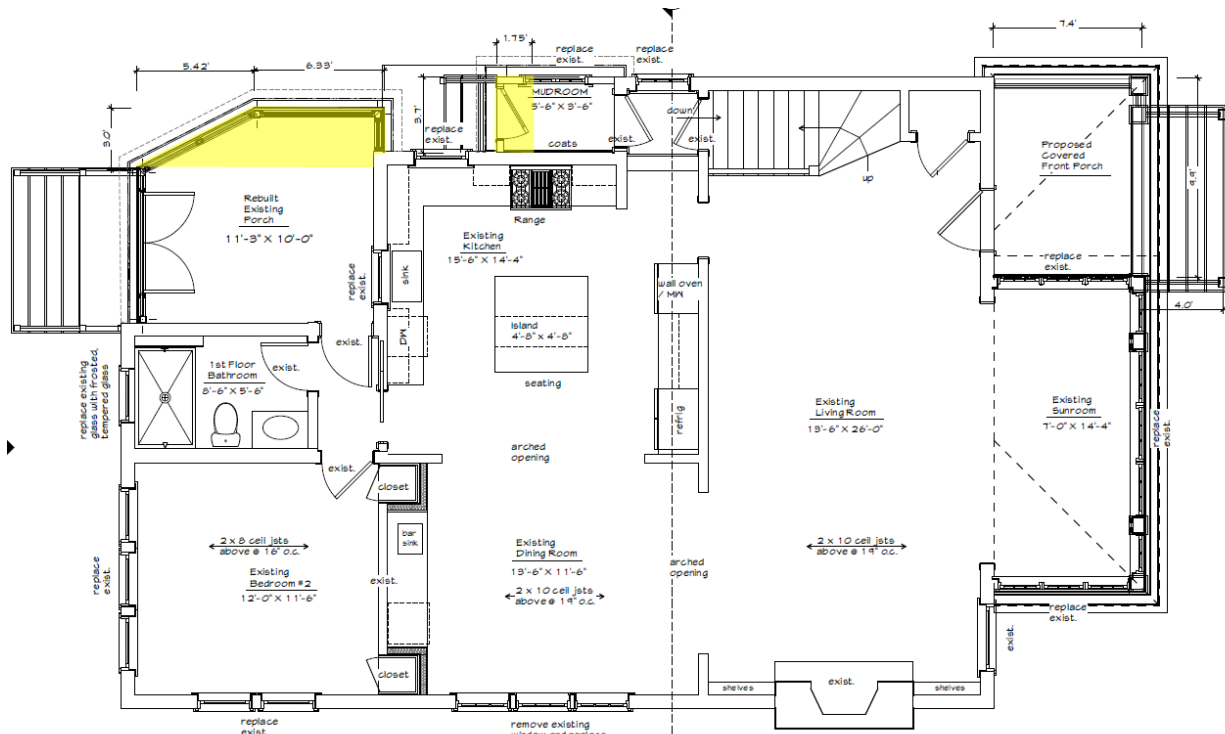


Figure 5 – Excerpt of Proposed Site Plan



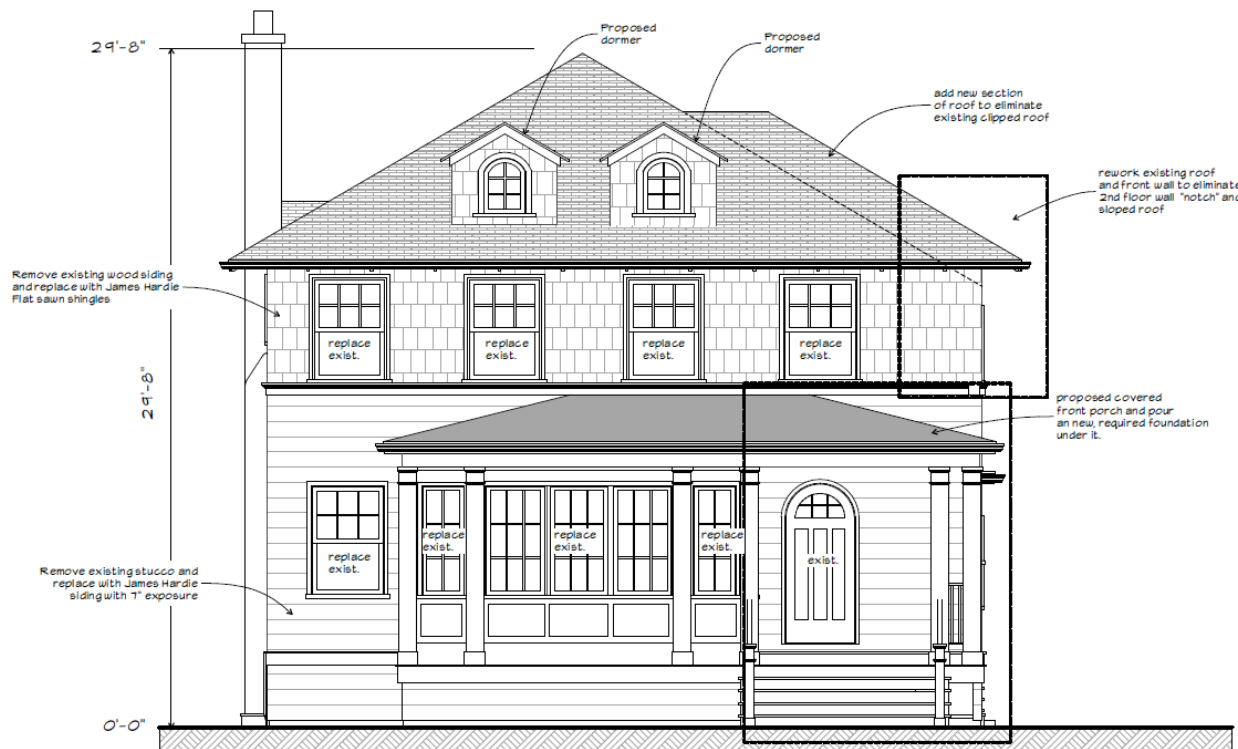


Figure 8 – Proposed Front Elevation (Abbottsford Road)

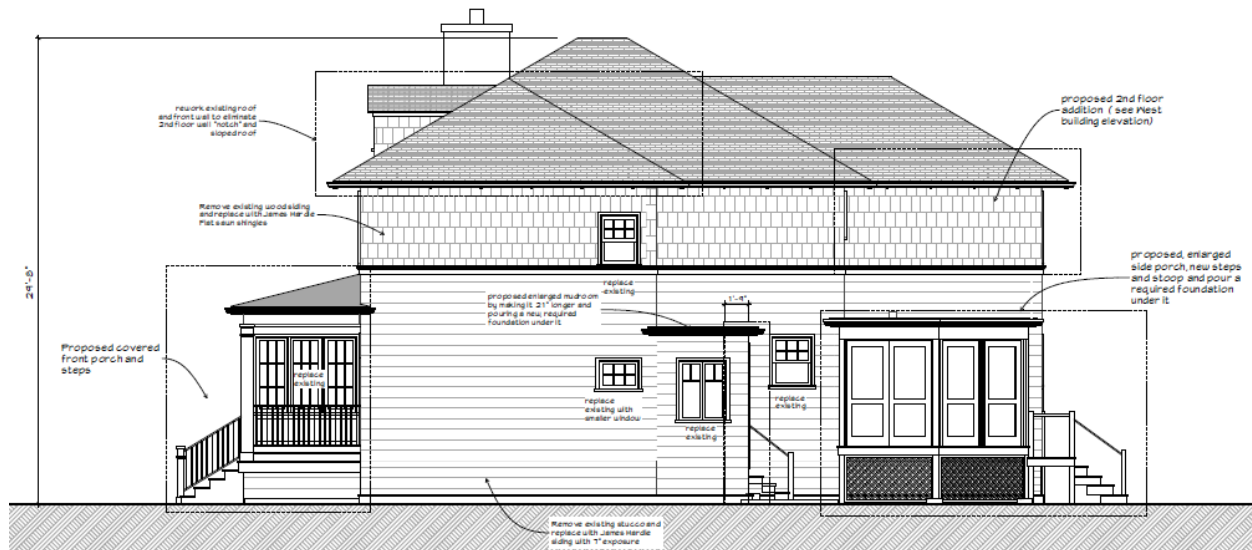


Figure 9 – Proposed Corner Elevation (North)

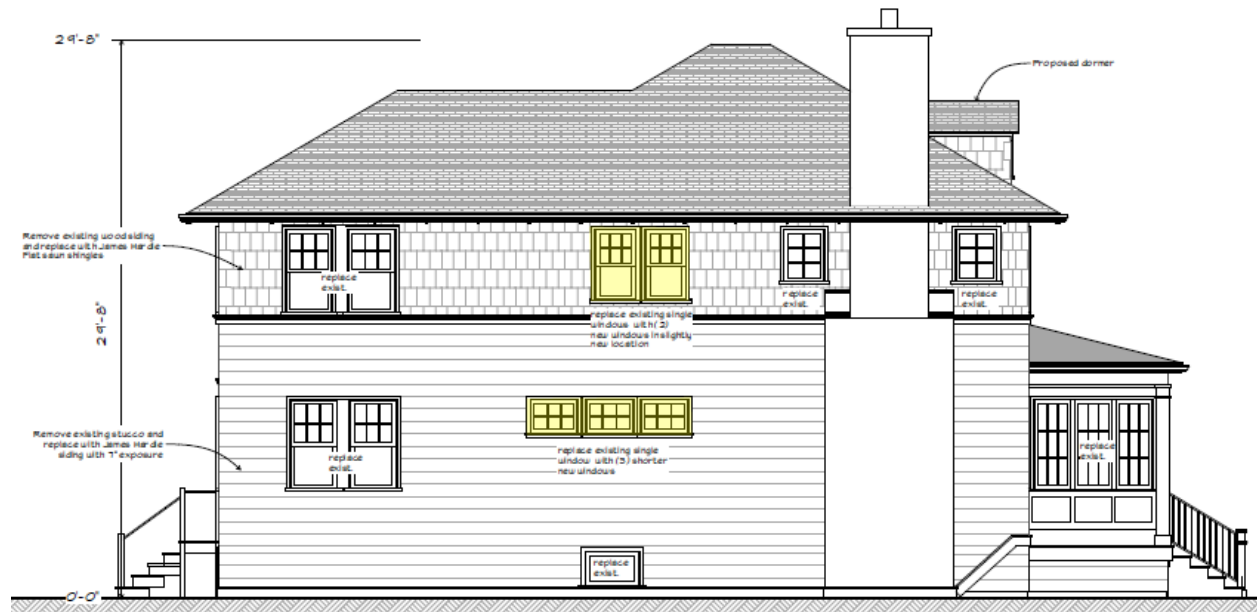


Figure 10 – Proposed Side Elevation (South)



Figure 11 – Proposed Rear Elevation (West)

Given the ZBA often receives questions regarding the stormwater regulations applicable to a specific request being considered by the ZBA, attached is a Stormwater Matrix (Attachment B). Based on the proposed plan it appears additional stormwater detention would not be required. However, a final determination will be made by Village Engineering staff upon submittal of the permits necessary for the proposed improvements, which are required to comply with the Village stormwater regulations. Figure 12 on the following page represents the Subject Property's proximity to the floodplain; the cyan represents the 100-year flood area.



Figure 12 – GIS Floodplain Map

REQUESTED ZONING RELIEF

The attached Zoning Matrix highlights the existing lot and the proposed improvements' compliance with the R-5 zoning district (Attachment A). Four variations are being requested: (1) roofed lot coverage; (2) gross floor area; (3) minimum corner yard setback; and (4) structural changes necessary to provide new window openings.

Maximum Roofed Lot Coverage (RLC). The site currently contains 1,572.17 square feet of RLC, exceeding the maximum permitted RLC by 239.89 square feet (18%). The net increase in RLC with the proposed additions is 33.59 square feet, bringing the total RLC to 1,605.76 square feet, whereas a maximum of 1,332.28 square feet is permitted, a variation of 273.48 square feet (20.53%).

Maximum Building Size (GFA). The site currently contains 2,442.1 square feet of GFA, exceeding the maximum permitted GFA by 468.35 square feet (23.73%). The net increase in GFA with the proposed additions is 107.68 square feet, bringing the total GFA to 2,549.78 square feet, whereas a maximum of 1,973.75 square feet is permitted, a variation of 576.03 square feet (29.18%).

Corner Yard Setback (Private Drive Easement). The existing residence is legally nonconforming with respect to the required corner yard setback as it currently provides a corner yard setback of 7 feet from the outer limits of the private drive easement along the north property line of the Subject Property, encroaching the minimum required setback of 9 feet by 2 feet. The proposed addition would also provide a corner yard setback of 7 feet, requiring a variation of 2 feet (22.22%).

Structural Changes for New Window Openings. Zoning relief is necessary to allow the proposed window openings in the legally nonconforming south side building wall of the existing residence that provides a side yard setback of 4.8 feet, whereas a minimum of 6 feet is required. Existing windows may be replaced in the same location and size; however, enlarged or relocated windows in a nonconforming side building wall require approval of a zoning variation.

FINDINGS

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

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

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

1. Roofed Lot Coverage of 1,605.76 square feet, whereas a maximum of 1,332.28 square feet is permitted, a variation of 273.48 square feet (20.53%) [Section 17.30.030 – Intensity of Use of Lot];
2. Gross Floor Area (GFA) of 2,549.78 square feet, whereas a maximum of 1,973.75 square feet is permitted, a variation of 576.05 square feet (29.18%) [Section 17.30.040 – Maximum Building Size];
3. Corner Yard Setback of 7 feet from the private drive easement along the north property line, whereas a minimum of 9 feet is required, a variation of 2 feet (22.22%) [Section 17.30.050 – Front and Corner Yard Setbacks]; and
4. Structural changes necessary to provide new window openings in the legally nonconforming south side building wall of the existing residence that provides a side yard setback of 4.8 feet, whereas a minimum of 6 feet is required [Section 17.64.060 – Nonconformities].

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

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

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

ATTACHMENTS

Attachment A: Zoning Matrix

Attachment B: Stormwater Matrix

Attachment C: Application Materials

ATTACHMENT A

ZONING MATRIX

ADDRESS: 84 Abbottsford Road

CASE NO: 23-20-V2

ZONING: R-5

ITEM	MIN/MAX REQUIREMENT	EXISTING	PROPOSED	DIFFERENCE BETWEEN PROPOSED & EXISTING	ZONING CODE COMPLIANCE (2)
Min. Lot Size	8,900 SF	4,934.37 SF	N/A	N/A	EXISTING NONCONFORMING
Min. Average Lot Width	70 FT	37.49 FT	N/A	N/A	EXISTING NONCONFORMING
Min. Lot Depth	120 FT	131.62 FT	N/A	N/A	OK
Max. Roofed Lot Coverage	1,332.28 SF (1)	1,572.17 SF	1,605.76 SF	33.59 SF	273.48 SF (20.53%) VARIATION
Max. Gross Floor Area	1,973.75 SF (1)	2,442.1 SF	2,549.78 SF	107.68 SF	576.03 SF (29.18%) VARIATION
Max. Impermeable Lot Coverage	2,467.18 SF (1)	2,142.82 SF	2,219.31 SF	76.49 FT	OK
Max. Front Yard Lot Coverage	387 SF	101.25 FT	153.25 FT	52 FT	OK
Min. Front Yard (Abbottsford/East)	30 FT	35.3 FT	35.3 FT	0 FT	OK
Min. Corner Yard (Private Easement/North)	9 FT	7 FT	7 FT	0 FT	2 FT (22.22%) VARIATION
Min. Side Yard (South)	6 FT	4.8 FT	4.8 FT (3)	0 FT	EXISTING NONCONFORMING
Min. Rear Yard (West)	19.74 FT	45.8 FT	45.8 FT	0 FT	OK

NOTES:

- (1) Based on net lot area of 4,934.37 s.f. Gross lot area is 6,186.37 s.f. Area of private road easement (1,252 s.f.) is excluded from the lot area for zoning purposes.
- (2) Variation amount is the difference between proposed and requirement.
- (3) Variation required to allow structural changes necessary to add new window openings in the legally nonconforming south side building wall that provides less than the minimum required side yard setback.

ATTACHMENT B

Stormwater Volume Requirements for Development Sites

In addition to meeting the following storm water volume detention requirements, development sites must meet all other Village storm water management requirements such as drainage and grading, storm water release rates, storage system design requirements, etc. An exception is for lots along the lakefront that directly discharge into Lake Michigan; those lots are not required to provide stormwater volume detention on-site. They are required to meet all other Village stormwater system design requirements.

	Storm Water Detention Volume Requirements	Applicable Requirement
A. New Home Construction - Previously Developed Lot	The amount of additional required storm water detention volume is based upon the difference between maximum impermeable lot coverage, per Zoning Code, and existing lot coverage, using the run-off coefficient for a 100-year storm event for both.	
B. New Home Construction - Previously <u>Undeveloped</u> Site	The amount of required storm water detention volume is based upon the maximum impermeable lot coverage, using the run-off coefficient for 100-year storm event.	
C. Redevelopment of Site for Different Use (e.g. single family to multi-family, or commercial)	The amount of required storm water detention volume is based upon the maximum impermeable lot coverage, using the run-off coefficient for 100-year storm event.	
D. Improvements to Existing Home and/or Lot, causing an increase in impermeable lot coverage <u>greater or equal to 25%</u>.	The amount of additional required storm water detention volume is based upon the difference between the proposed and existing impermeable lot coverage, using the run-off coefficient for 100 year storm event. (Note: If the increase in impermeable lot coverage is less than 25%, additional storm water detention volume is <u>not</u> required.)	<i>Applies to 84 Abbottsford Road</i> <i>Based upon preliminary review of information to date, it appears that 84 Abbottsford Road <u>would not</u> have to provide additional storm water detention volume. However, a final determination will not occur until engineering plans are submitted with a building permit application.</i>
E. Improvements to existing lots, who currently exceed maximum impermeable lot coverage (e.g., School sites, single family and multi-family sites)	The amount of additional required storm water detention volume is based upon: a) The amount of the impermeable lot coverage (ILC) currently in excess of the maximum permitted amount of ILC allowed	

Stormwater Volume Requirements for Development Sites

	by zoning that will be removed and replaced, and/or b) The amount of ILC in addition to what currently exists on the lot. The amount of required detention value is then determined using the run-off coefficient for 100-year storm event.	
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Village of Winnetka
ZONING VARIATION APPLICATION

VILLAGE OF WINNETKA, ILLINOIS
DEPARTMENT OF COMMUNITY DEVELOPMENT

ZONING VARIATION APPLICATION

Case No. 23-20-12

Property Information

Site Address: 84 Abbottsford Road

Owner Information

Name: Mr. Brandan Matthews

Primary Contact: email

Address: 84 Abbottsford Road

Phone No. [REDACTED]

City, State, ZIP: Winnetka, IL 60093

Email: [REDACTED]

Date property acquired by owner: 10/3/22

Architect Information

Name: Michael Venechuk

Attorney Information

Name: _____

Primary Contact: email

Primary Contact: _____

Address: 1615 Highland Avenue

Address: _____

City, State, ZIP: Wilmette, IL 60091

City, State, Zip: _____

Phone No. 847-894-5825

Phone No. _____

Email: [REDACTED]

Email: _____

Nature of any restrictions on property: Easement of public utilities and for private drive.

Brief explanation of variation(s) requested (attach separate sheet providing additional details):

We are applying for several small variations to the RLC and the GFA allowed. No variations to the impermeable area.

Please see attached sheet providing additional details.

Property Owner Signature

[REDACTED]

Date: 10/20/23



Michael Venechuk / Architect
1615 Highland Avenue
Wilmette, Illinois 60091
(847) 894-5825



October 11, 2023

Zoning Board of Appeals
Village of Winnetka
c/o Ann Klaassen
Assistant Director | Village of Winnetka Community Development
510 Green Bay Road
Winnetka, IL 60093

Re: Application Variations at 84 Abbottsford Road

Dear Chairman Bradley and Members of the Zoning Board of Appeals:

I am a Wilmette-based architect, and I am writing on behalf of Mr. Brandan Matthews (hereinafter "Mr. Matthews") the owner of 84 Abbottsford Road. Mr. Matthews has owned his home since 2022. Mr. Matthews would like to make modifications to his home that include reworking several windows located on the first and second floors of the south and north walls. Reworking and slightly expanding the existing mudroom and screened porch, and expanding an existing second floor bedroom over an existing first floor space. Eliminating a small portion of 2nd floor sloped roof to be level with the rest of the existing 2nd floor roof.

I have prepared the drawings for this project and I have submitted those drawings to the Community Development Department for review. In order for Mr. Matthews to complete this project, he requests the following variations:

The Whiteson and Johnson's Plat of Subdivision (recorded in 1921), which includes 404 Winnetka Avenue, **84 Abbottsford**, and 88 Abbottsford, includes an "*easement for public utilities and for private drive for owners of lots within this subdivision only.*" Given the Zoning Ordinance defines "private street" as "*the area lying within the described limits of a right-of-way or easement for vehicular traffic, created by virtue of a recorded or registered instrument for ingress and egress, which area the owners or occupants of three or more lots or parcels of land have the right to use*", the area of the easement is excluded from the lot area of each lot for zoning purposes. Even though 88 Abbottsford does not currently utilize the easement, the recorded easement is still in effect and as such the area of the easement on the 84 Abbottsford lot is excluded from the lot area for zoning purposes. Additionally, because the easement is by definition a private street, a corner yard setback of 9 feet is required from the outer limits of the easement.

Area of 84 Abbottsford outside of easement for utilities and private driveway = 6,186 sq. ft less 1,252 sq. ft = 4,934 sq. ft.

1. Maximum Permitted Building Size (GFA)

1. Maximum permitted GFA = 1,973.75 sq. Ft.
2. Existing GFA = 2,442 sq. ft.
3. Proposed GFA = 108
4. Total Existing and Proposed GFA less allowances = 2,549.78 sq. ft.

The proposed GFA of 2549.78 s.f. requires a variation of approximately 576 s.f. (29.18%) over the maximum permitted GFA of 1973.75 s.f. The existing nonconforming GFA of 2442 s.f. already exceeds the permitted GFA by 468 s.f. (23.73%), so the proposed additions are adding approximately 108 s.f. (5.45%) of GFA.

2. Maximum Roofed Lot Coverage (RLC)

1. Maximum Roofed Lot Coverage (RLC) 1,332.28 sq. ft.
2. Existing Roofed Lot Coverage = 1,572.17 sq. ft.
3. Proposed Additional Roofed Lot Coverage = 33.59 sq. ft.
4. Total Proposed Roofed Lot Coverage with allowances = 1, 605.76 sq. ft.

The proposed roofed lot coverage (RLC) of 1605.76 s.f. requires a variation a approximately 273.48 s.f. (20.53%) over the maximum permitted of 1332.28 s.f. As you know, the existing RLC is also nonconforming (1572.17 s.f., 18% over) so the proposed addition is only adding 33.59 s.f. of RLC (an increase of 2.5%).

3. Maximum Permitted Impermeable Lot Coverage

1. Maximum permitted impermeable lot coverage = 2,467 sq. ft.
2. Total Impermeable and Building Lot Coverages = 2,219 sq. ft.

The area of impermeable lot coverage (ILC) within the easement is excluded from the calculation of ILC on the site. Based on the plat of survey and the proposed plan, the proposed ILC is approximately 2219 s.f., which complies with the maximum permitted ILC of 2467 s.f. Therefore, a variation is not required from the maximum permitted ILC.

4. Setbacks:

1. Corner Lot Setback.

As noted above, a corner yard setback of 9 feet is required from the outer limits of the easement. The existing residence is also nonconforming with respect to the corner yard setback requirement as the residence currently provides a setback of 7 feet from the easement. Since the proposed front porch and the mudroom addition would also provide a setback of 7 feet, a variation of 2 feet (22%) is required from the corner yard setback requirement.

The screened porch addition would provide a setback of 8'-5", a variation of 7" (6%) is required from the corner yard setback.

Additional variances to the north wall would be to modify 2 existing windows and to rework the top portion of the wall to eliminate a small portion of sloped roof. The new roof in this area would then be at the same level as the entire, existing 2nd floor roof. Since the reworking of the existing windows and the existing roof would also provide a setback of 7 feet, a variation of 2 feet (22%) is required from the corner yard setback requirement.

2. Interior Lot Side yard Setback (south side).

The existing, interior lot side yard setback is 4.8'. The required is 6.0'. Therefore a variance is required to modify 2 existing windows in the south wall.

3. Front yard setback.

The required front yard setback is 30.0'. The front of the proposed front porch will line up with the front of his home and require no setback variance.

I. The Subject Property.

The Subject Property is located within the R-5, Single Family Residential. The Subject Property is located on the west side of Abbottsford Road. Immediately to the north, south, and west of the Subject Property are single family homes. The Subject Property has approximately 47 feet of frontage on Abbottsford Road and has a depth of approximately 131.63'. It is improved with a single-family residence and a detached garage.

II. Standards of Review.

Pursuant to the Village of Winnetka Village Code and Zoning Ordinance, any application for variations must meet the requirements of the Zoning Ordinance. As set forth more fully below, Mr. Matthews's Application meets each element of the Standards of Review.

Approval Standards for Variations

- 1. The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by regulations in that district;***

Response: The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by regulations in that district. The mudroom, screened porch and 2nd floor primary bedroom are all very modest in comparison to other homes in the district.

- 2. The plight of the Owner is due to unique circumstances. Such circumstances must be associated with the characteristics of the property in question, rather than being related to the occupants;***

Response: The plight of the Owner is due to unique circumstances. The lot is very small. Mr. Matthews is holding his requests to the minimum sizes possible to make his home usable to today's

standards. A very important aspect to all of his request is that no variance is requested for impervious surface.

3. *The variation, if granted, will not alter the essential character of the locality;*

Response: The variation will not alter the essential character of the neighborhood. To the contrary, granting the variation will allow Mr. Matthews to maintain and enhance the character of the existing neighborhood.

4. *An adequate supply of light and air to adjacent property will not be impaired;*

Response: The proposed variation will not impair an adequate supply of light and air to the adjacent property. The distance between our proposed alterations and our neighbor to the north is 23.9'. It maintains the current existing distance.

5. *The hazard from fire and other damages to the property will not be increased;*

Response: The proposed variations will not increase the hazard from fire and other damages to the property.

6. *The taxable value of the land and buildings throughout the Village will not diminish;*

Response: The variations will not diminish the taxable value of the land and buildings throughout the Village. In fact, will help increase the values of the neighborhood.

7. *The congestion in the public street will not increase;*

Response: The variations will not increase the congestion in the public street.

8. *The public health, safety, comfort, morals and welfare of the inhabitants of the Village will not be otherwise impaired.*

Response: The variations will not otherwise impair the public health, safety, comfort, morals and welfare of the inhabitants of the Village.

Since we feel variation requests meet the standards of review under the Zoning Ordinance and the granting of the variance will allow Mr. Matthews to maintain and improve his existing home, he asks that the Zoning Board of Appeals recommend approval of his application. We look forward to the opportunity to appear at the public hearing on the application and answer any questions the Zoning Board may have. Thank you for your consideration of this request.

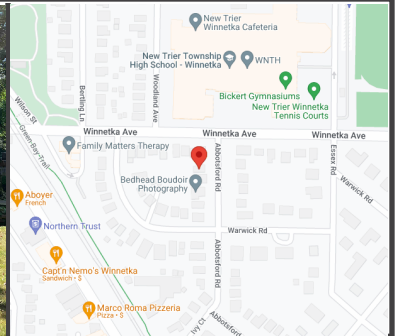
Very truly yours,

A solid black rectangular box used to redact the signature of Michael Venechuk.

Michael Venechuk



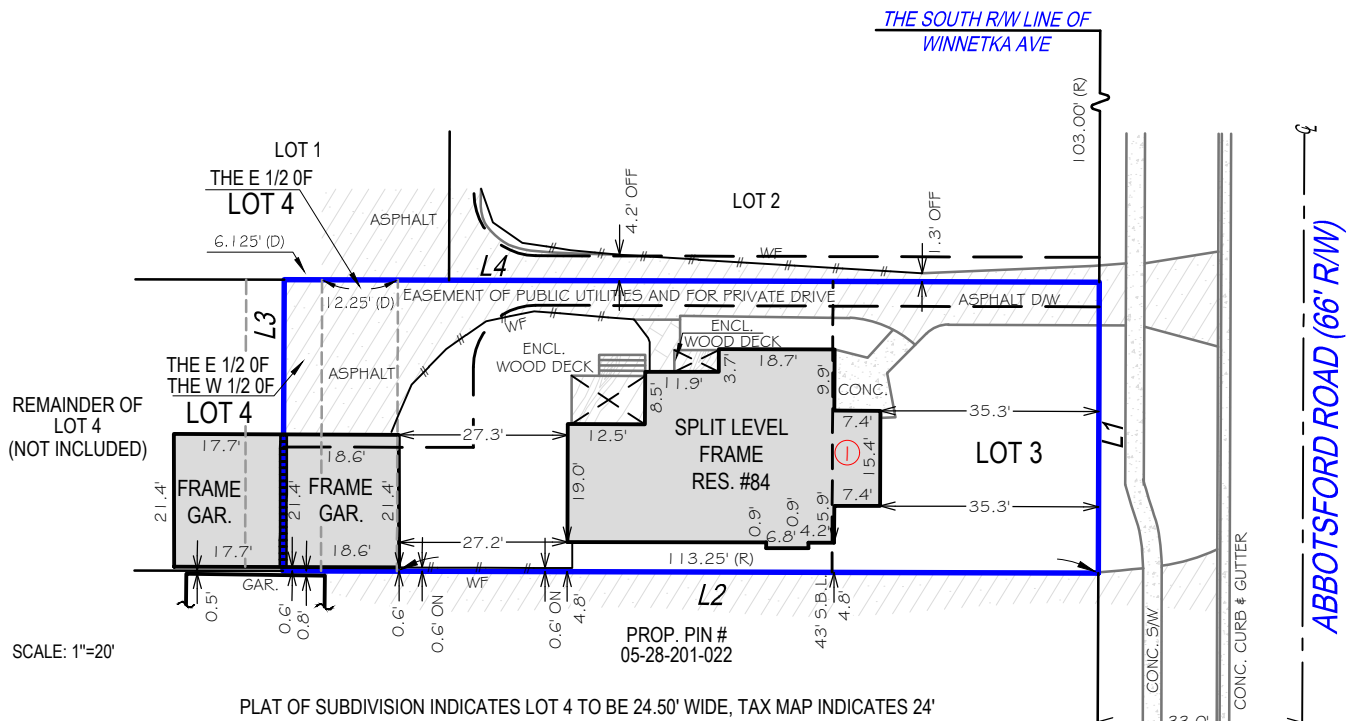
www.exactaland.com | office: 773.305.4011



PROPERTY ADDRESS: 84 ABBOTSFORD ROAD, WINNETKA, ILLINOIS 60093

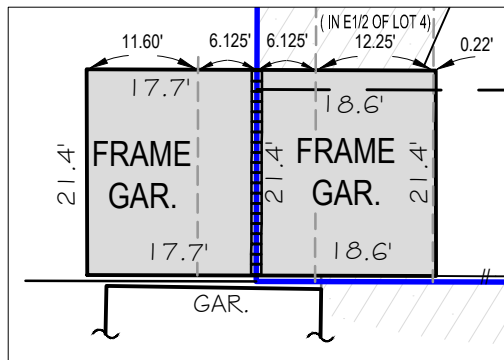
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22090922
BOUNDARY SURVEY
COOK COUNTY

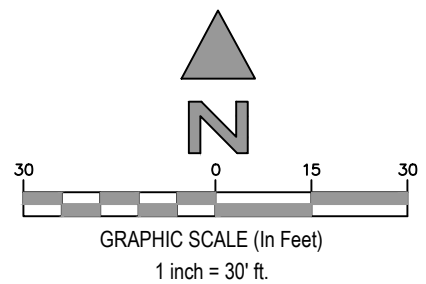


PLAT OF SUBDIVISION INDICATES LOT 4 TO BE 24.50' WIDE, TAX MAP INDICATES 24'

LINE TABLE:
L1 S 0°12'02" W 47.00' (C)
47.00' (R)
L2 N 89°50'06" W 131.625' (C)
131.625' (D)
L3 N 0°12'02" E 47.00' (C)
47.00' (R)
L4 S 89°50'06" E 131.625' (D)
131.625' (R)



SCALE: 1"=20'



AREA OF PROPERTY WITHIN EASEMENT FOR UTILITIES AND PRIVATE DRIVEWAY 1,252 SF +/-
AREA OF PROPERTY OUTSIDE OF EASEMENT 4,934 SF +/-
TOTAL AREA OF PROPERTY SURVEYED 6,186 SF +/-

STATE OF ILLINOIS } SS
COUNTY OF LASALLE }

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



ILLINOIS PROFESSIONAL LAND SURVEYOR No. 2971
LICENSE EXPIRES 11/30/2024
EXACTA LAND SURVEYORS, LLC
PROFESSIONAL DESIGN FIRM 184008059-0008

POINTS OF INTEREST:

1. RESIDENCE OVER BUILDING LINE 2. GARAGE OVER EASEMENT

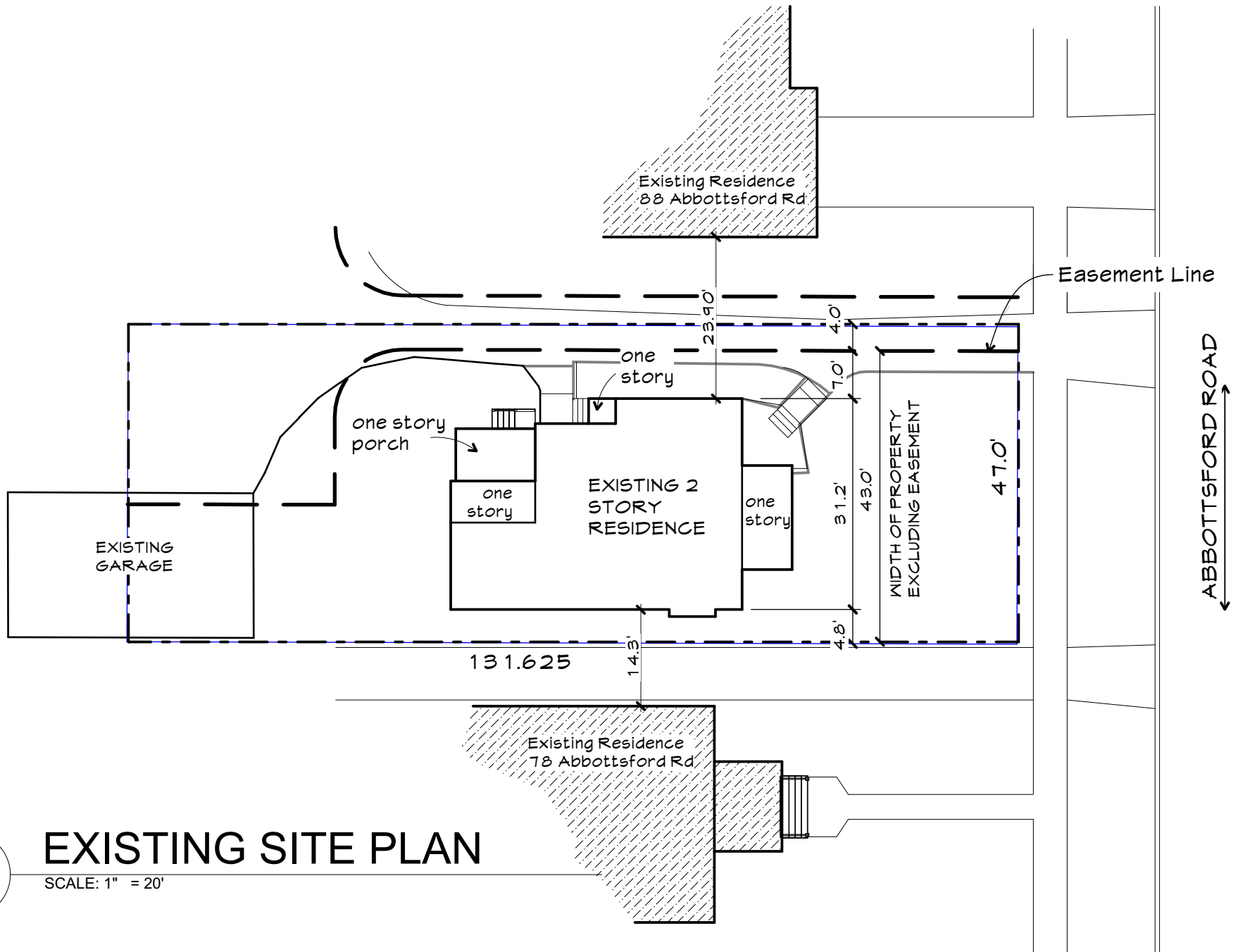


Exacta Land Surveyors, LLC
PLS# 184008059
o: 773.305.4011
316 East Jackson Street | Morris, IL 60450



DATE OF SURVEY: 08/08/23
FIELD WORK DATE: 9/8/2022
REVISION DATE(S): (REV.1 8/10/2023) (REV.1 8/8/2023)

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

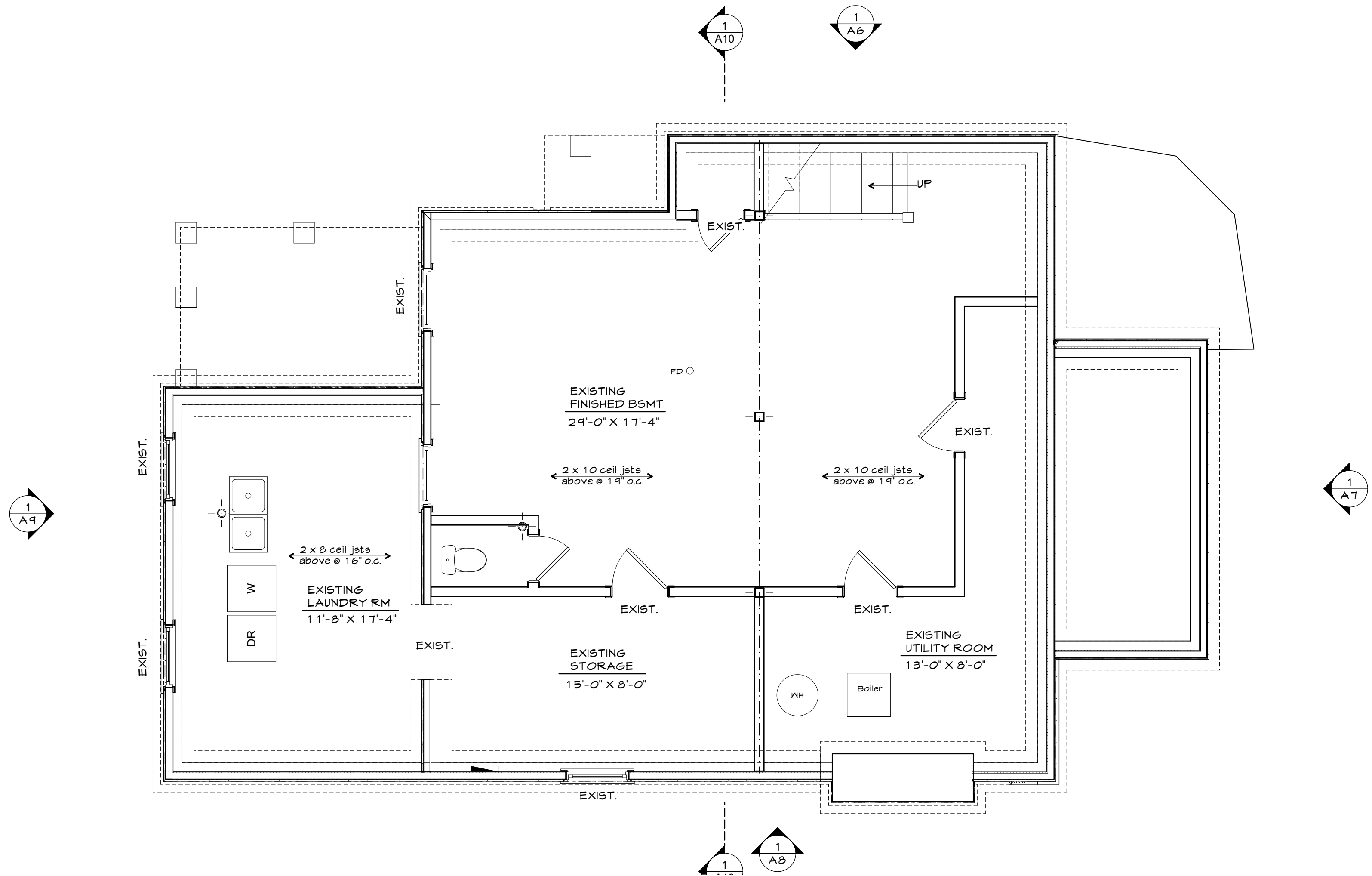


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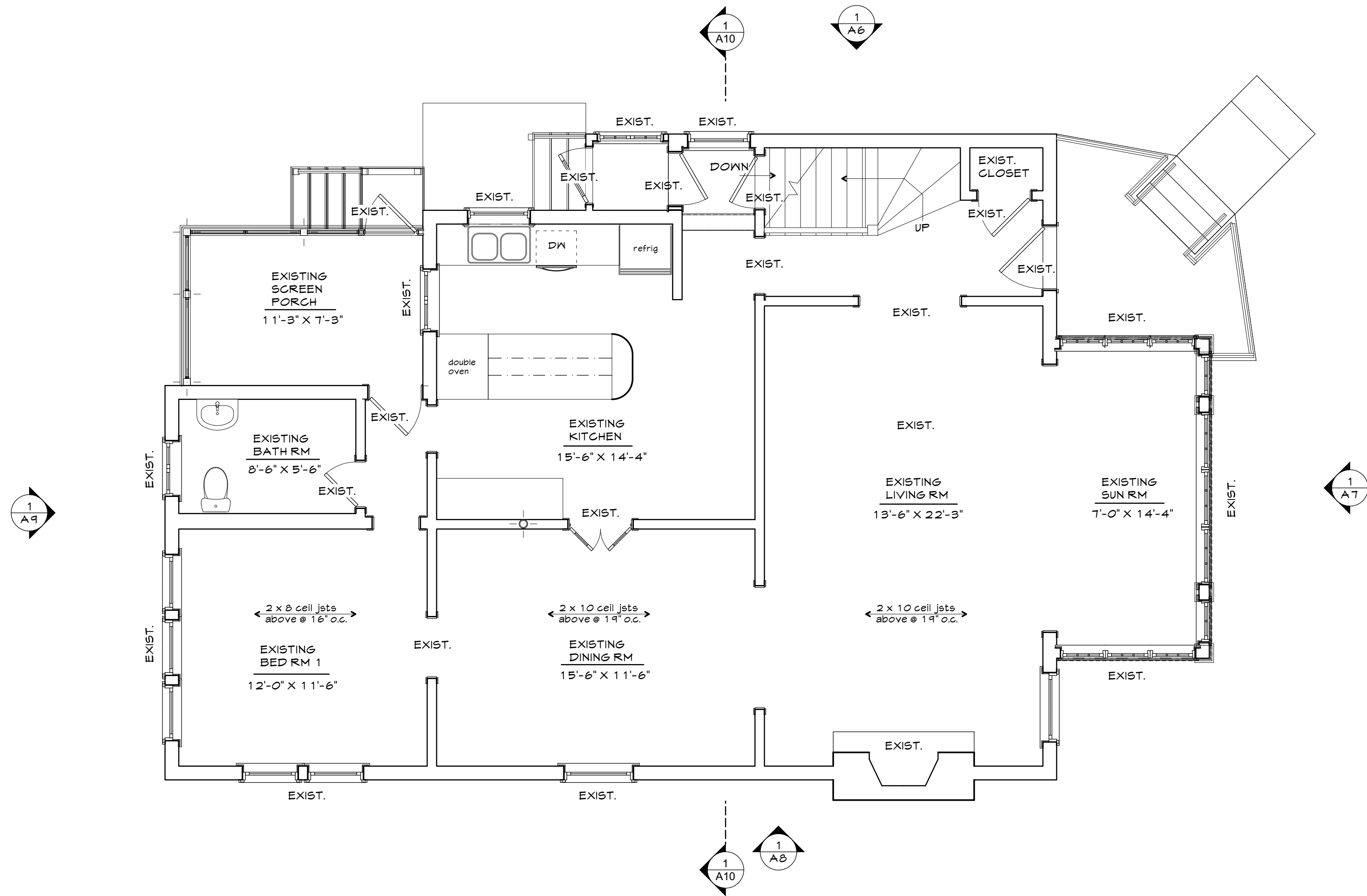
EXISTING SITE PLAN

SCALE: 1" = 20'

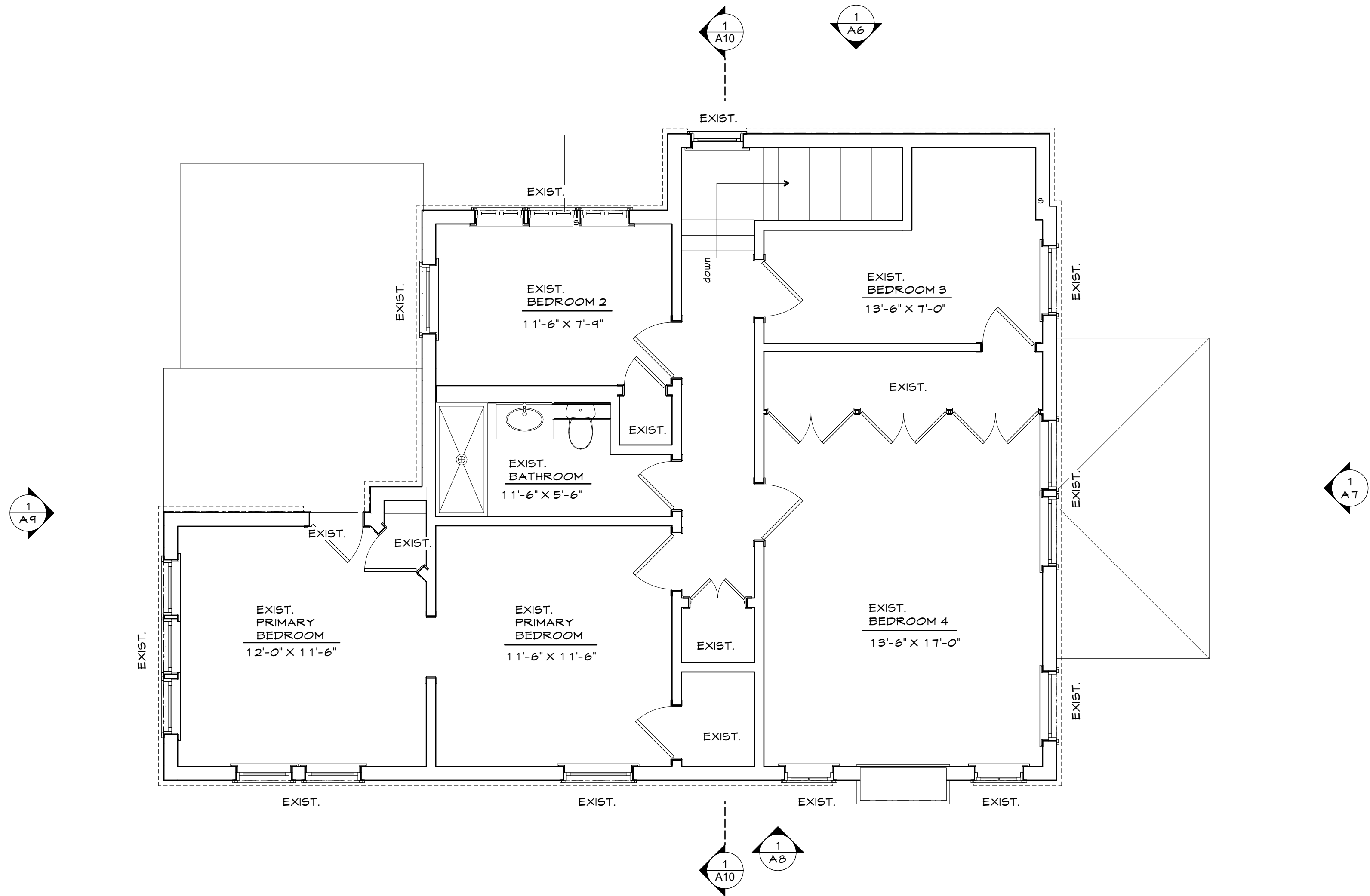
EXISTING PLANS AND ELEVATIONS



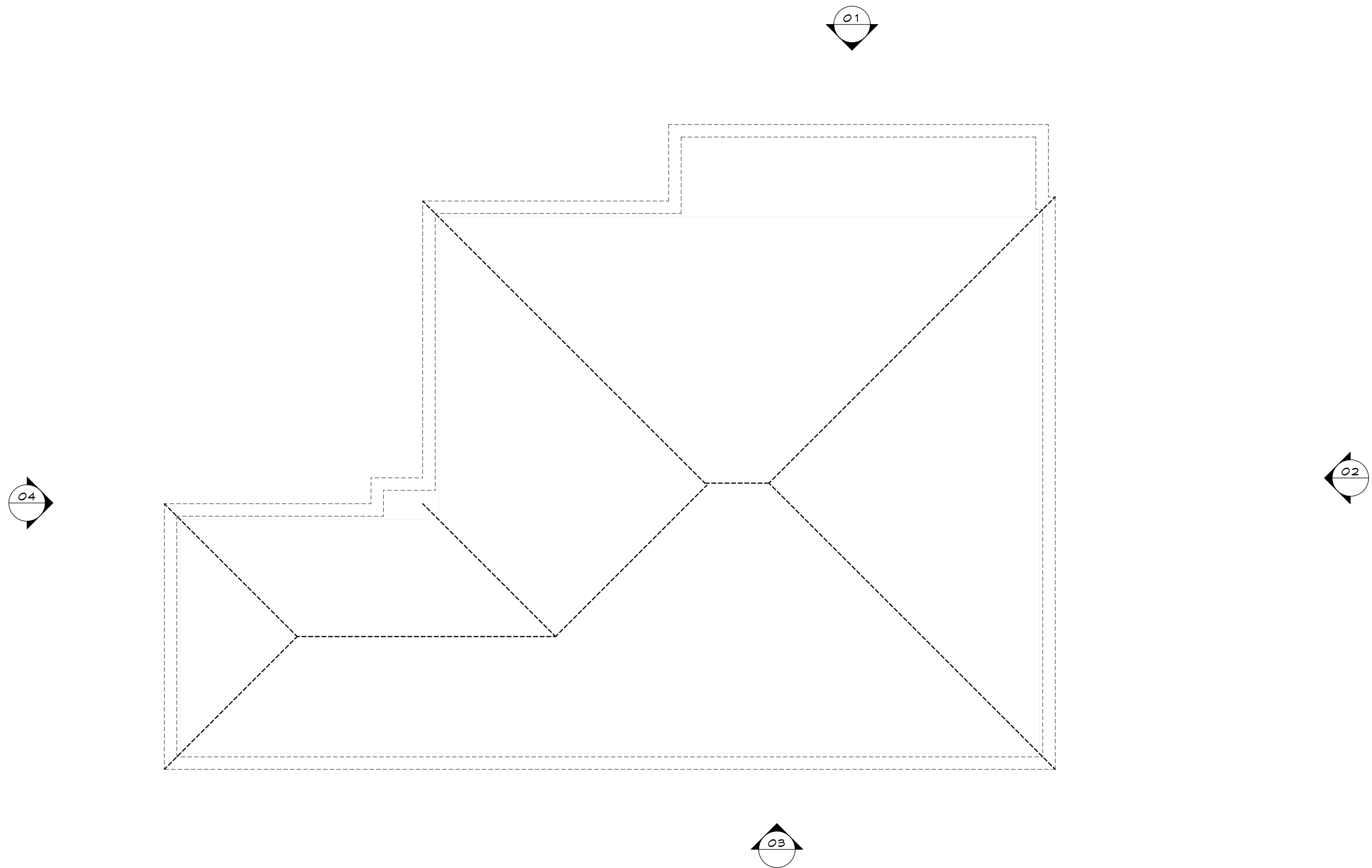
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SCALE: 1/4" = 1'-0"



1 EXISTING FIRST FLOOR PLAN
SCALE: 1/4" = 1'-0"



1 EXISTING SECOND FLOOR PLAN
SCALE: 1/4" = 1'-0"



1 EXISTING ATTIC PLAN
SCALE: 1/4" = 1'-0"



1

EXISTING NORTH ELEVATION

SCALE: 1/4" = 1'-0"



1 EXISTING EAST ELEVATION
SCALE: 1/4" = 1'-0"



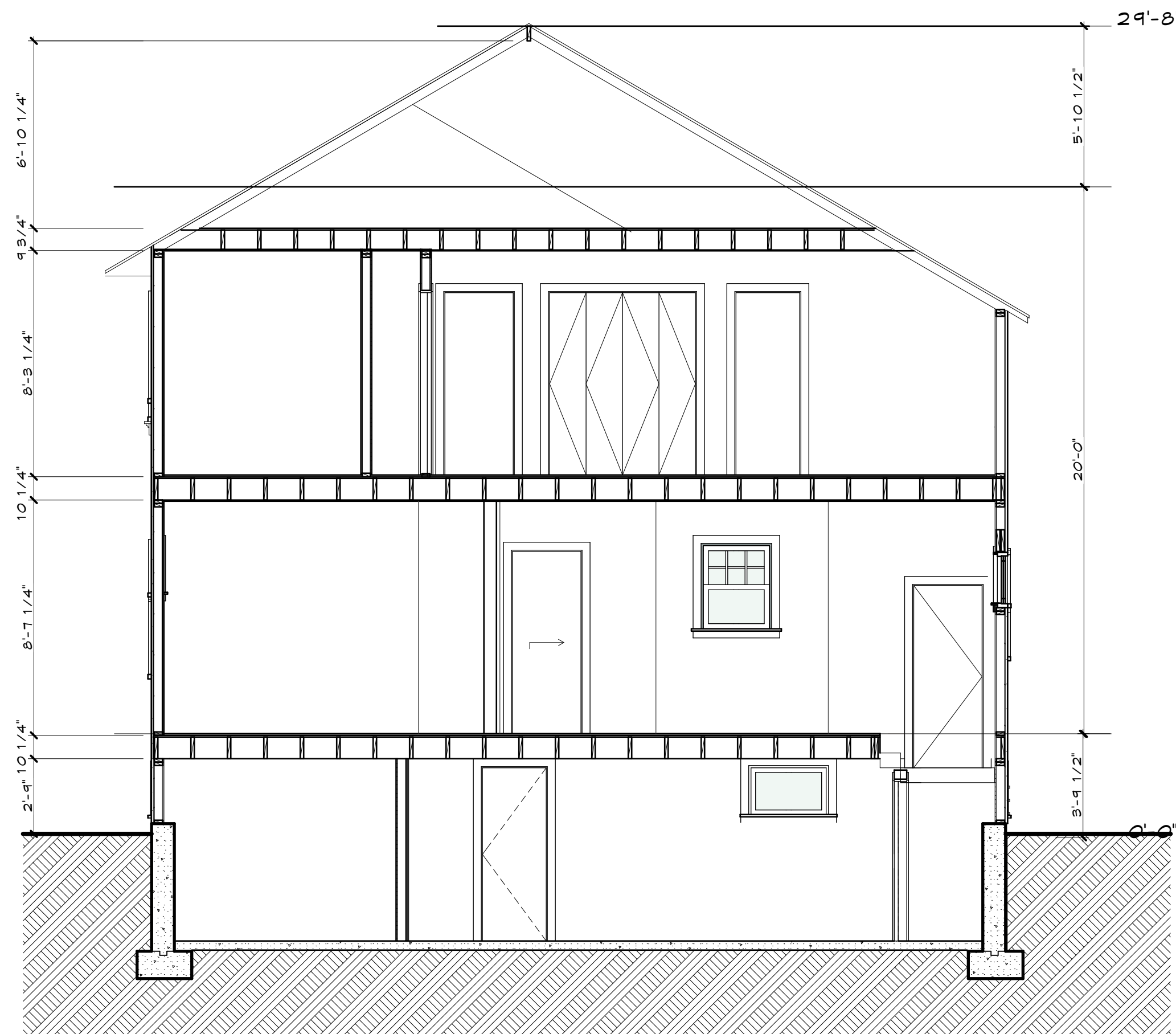
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EXISTING SOUTH ELEVATION

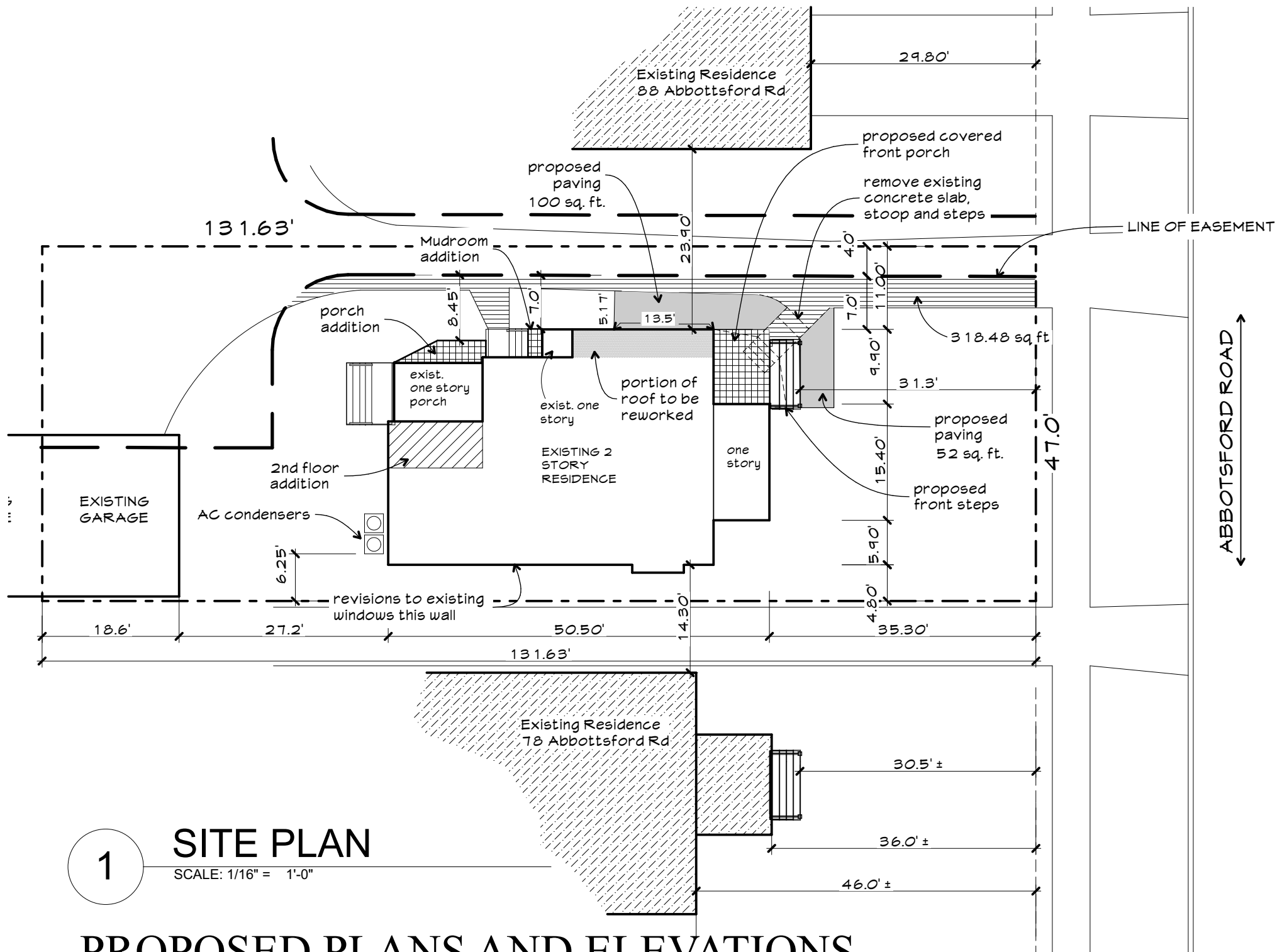
SCALE: 1/4" = 1'-0"

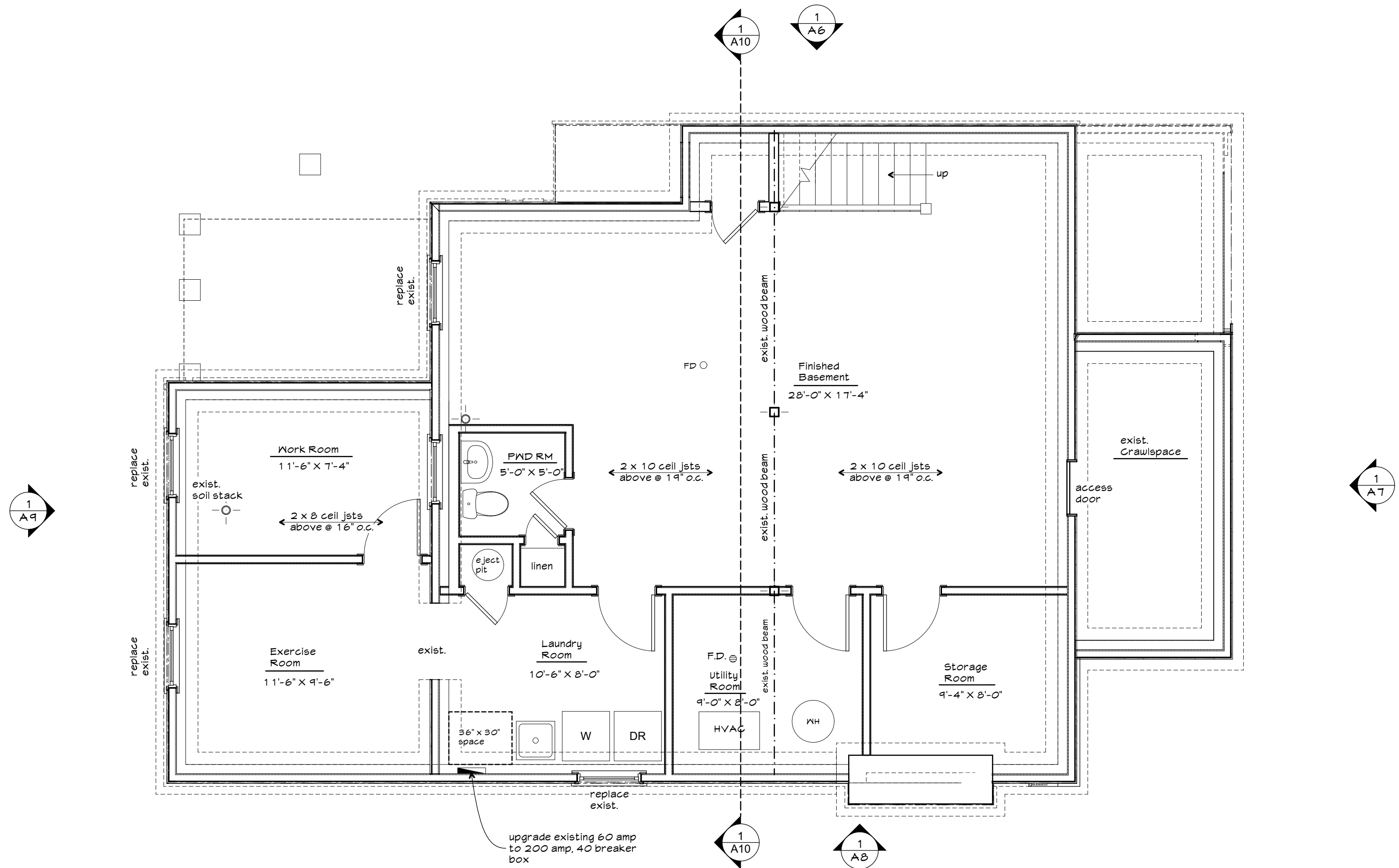


1 EXISTING WEST ELEVATION
SCALE: 1/4" = 1'-0"

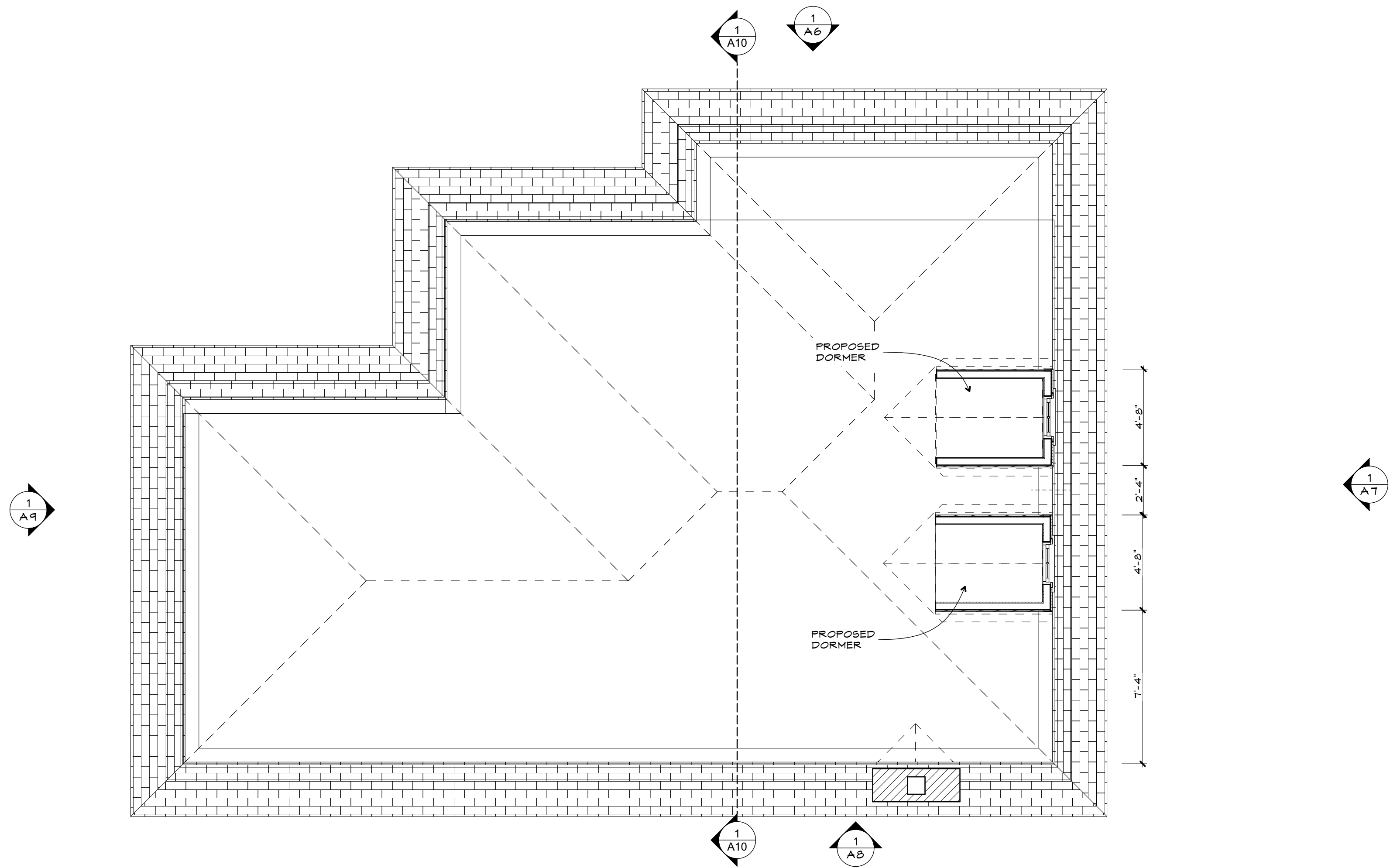


1 EXISTING BUILDING SECTION
SCALE: 1/4" = 1'-0"

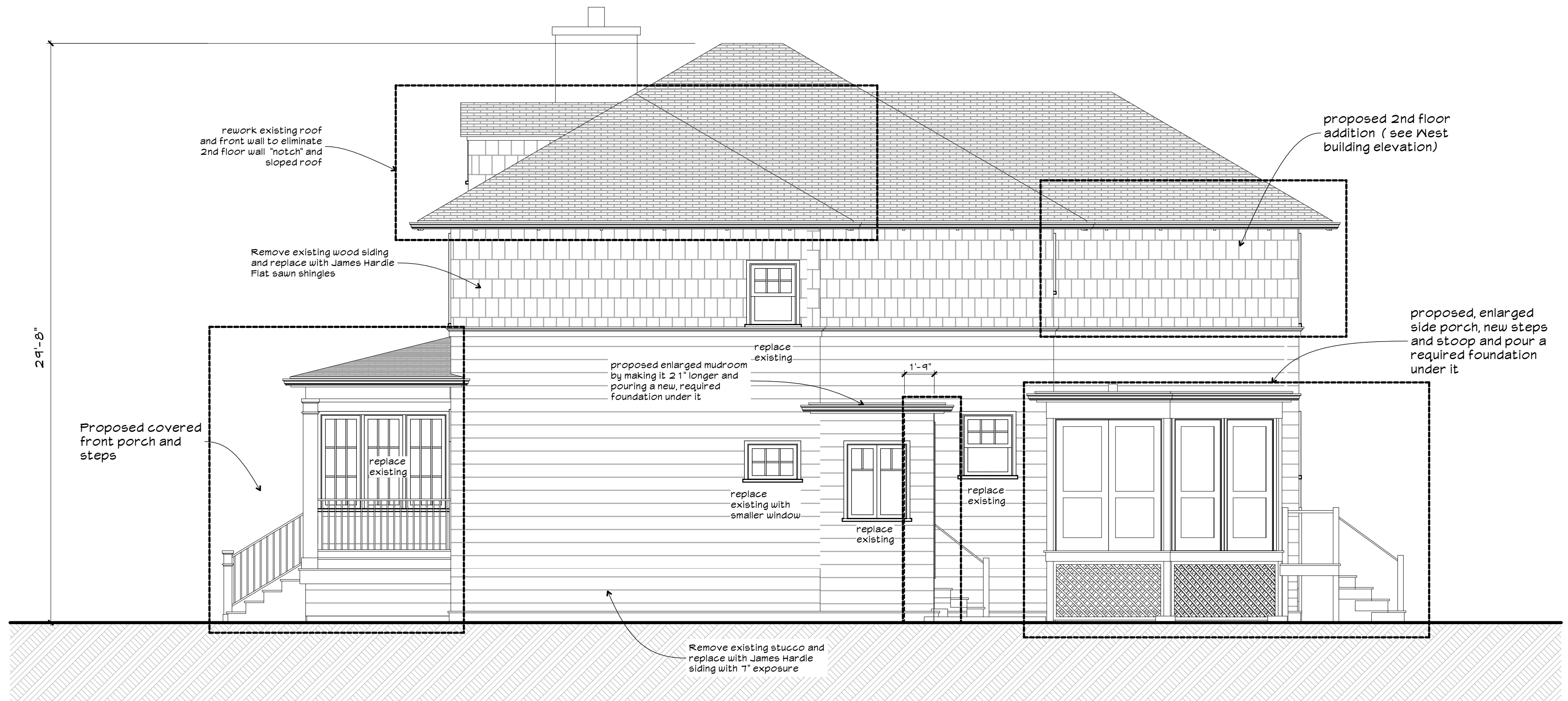




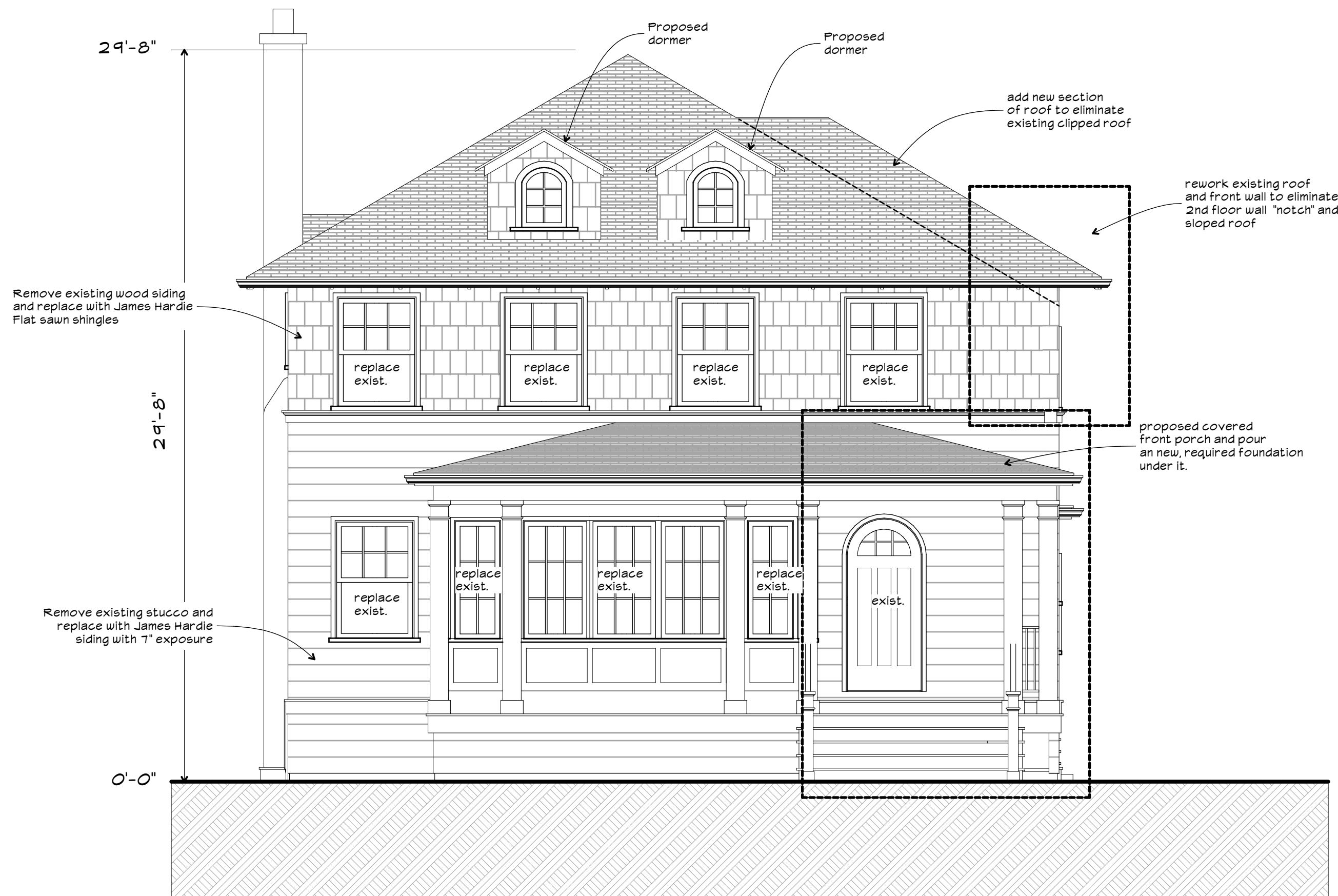
1 **PROPOSED BASEMENT FLOOR PLAN**
SCALE: 1/4" = 1'-0"



1 **PROPOSED ATTIC PLAN**
SCALE: 1/4" = 1'-0"



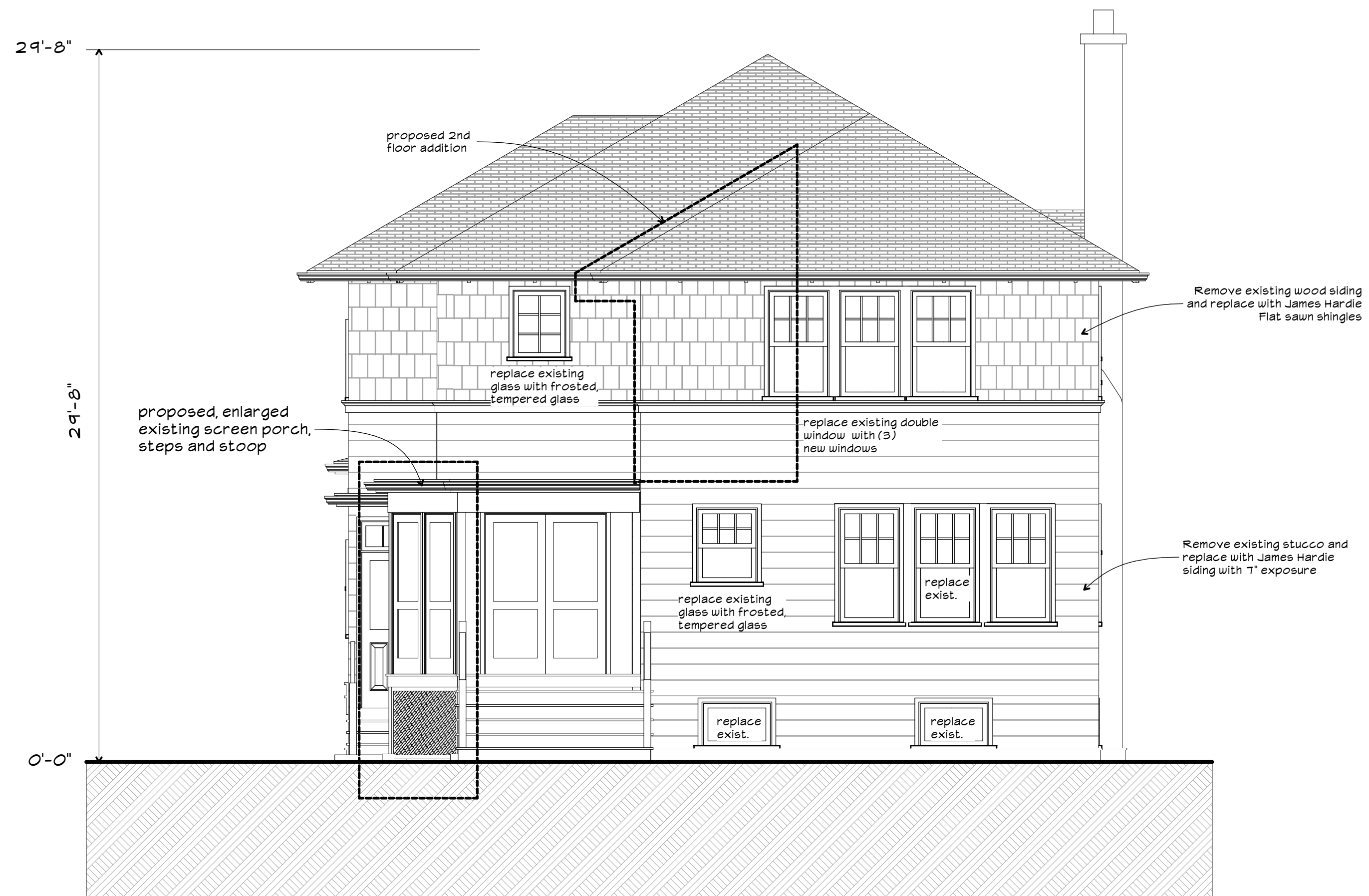
1 PROPOSED NORTH ELEVATION
SCALE: 1/4" = 1'-0"



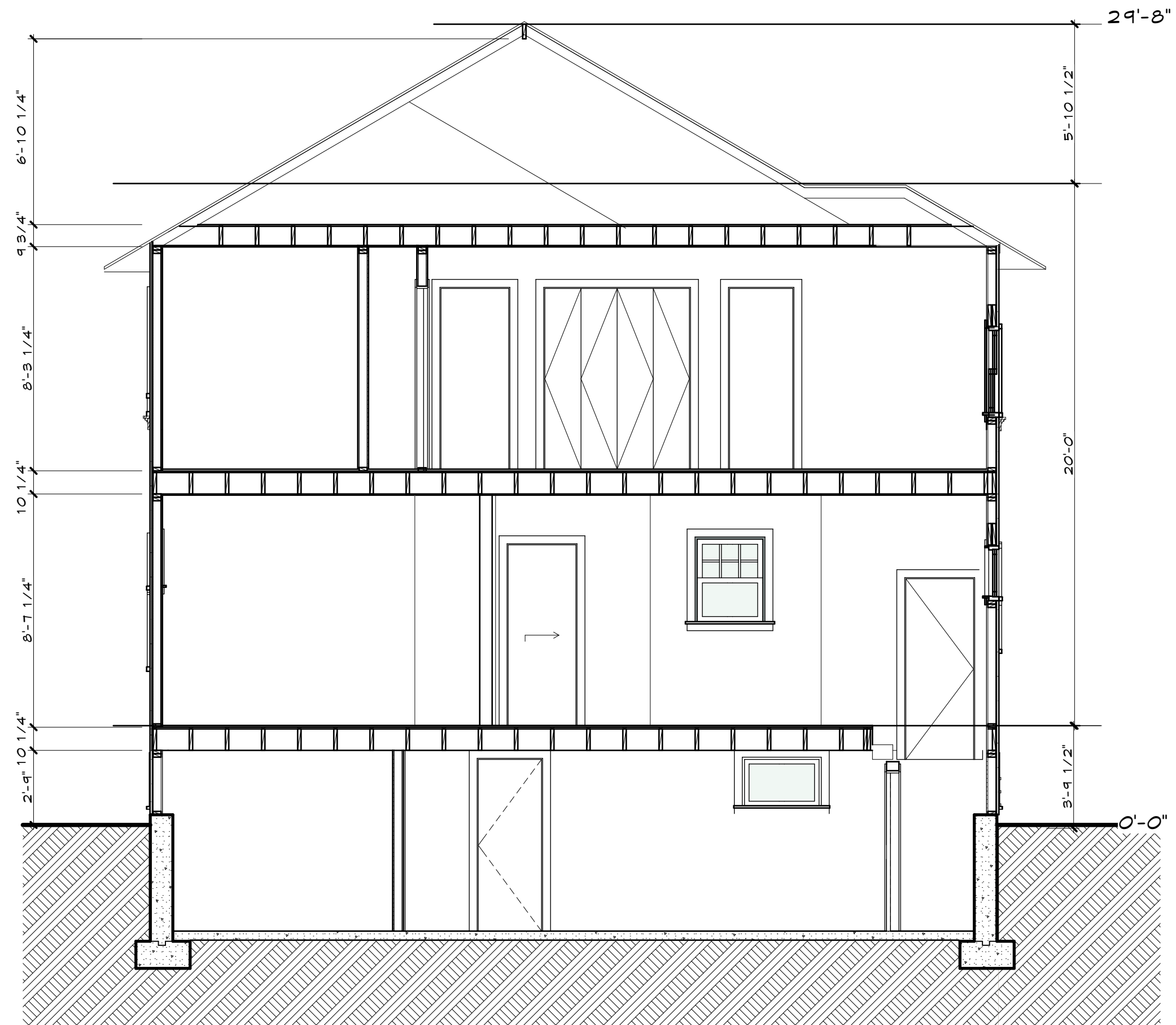
1 PROPOSED EAST ELEVATION
SCALE: 1/4" = 1'-0"



1 PROPOSED SOUTH ELEVATION
SCALE: 1/4" = 1'-0"



1 PROPOSED WEST ELEVATION
SCALE: 1/4" = 1'-0"



1 BUILDING SECTION
SCALE: 1/4" = 1'-0"



1 VIEW 1
SCALE: 1/4" = 1'-0"



2 view 2
SCALE: 1/4" = 1'-0"



1 **VIEW 3**
SCALE: 1/4" = 1'-0"



2 **VIEW 4**
SCALE: 1/4" = 1'-0"

**WINNETKA ZONING BOARD OF APPEALS EXCERPT OF MEETING MINUTES
NOVEMBER 13, 2023**

Zoning Board Members Present: Matt Bradley, Chairman
Mark Haller
Lynn Hanley
Kate Casale MacNally
Mike Nielsen
Todd Vender

Zoning Board Members Absent: None

Village Staff: David Schoon, Director of Community Development
Ann Klaassen, Assistant Director of Community Development

a. Case No. 23-20-V2: 84 Abbottsford Road: An application seeking approval of zoning variations to allow construction of additions to the existing residence at 84 Abbottsford Road. The requested variations would permit the additions to (i) exceed the maximum permitted roofed lot coverage; (ii) exceed the maximum permitted gross floor area; (iii) provide less than the minimum required corner yard setback from the private road easement along the north property line; and (iv) perform structural changes necessary to provide new window openings in the legally nonconforming south side building wall. The Village Council has final jurisdiction on this request.

Ms. Klaassen identified the property's location, zoning classification and size noting there is a recorded easement which she identified. She explained how the lot is considered a corner lot and that the easement area is eliminated from the nonconforming lot area. Ms. Klaassen then identified the proposed addition, porch location and elevations in illustrations and described the proposed addition's features and square footage. She explained how the window replacement required a variation due to its placement in a nonconforming wall. Ms. Klaassen noted no public correspondence was received regarding this application and stated a draft motion is included on page 9. She then asked if there were any questions. A Board Member asked what the minimum lot width on a non-corner lot in the R-5 district is. Ms. Klaassen responded 60 feet. Ms. Casale MacNally asked for further clarification on the windows in the south elevation. Mr. Haller referred to Figure A-8. No additional questions were raised at this time.

Chairman Bradley swore in those speaking to this matter. Michael Venechuk, the architect, stated the applicant decided to remodel the home to make it more usable for today's standards by enlarging the small mudroom by 6 square feet, the existing screened porch and second floor bedroom over existing first floor space. He stated the home is slightly over allowable roofed lot coverage and GFA making any modifications require modest variations. Mr. Venechuk stated having a private road affected the setback by 2 feet. He then described the reasoning behind the new windows in the south building wall, noting the request met the remainder of the zoning requirements.

Chairman Bradley asked if there were any questions. Mr. Nielsen asked if the home is being fully rehabbed. Mr. Venechuk stated the second floor bedrooms would be reworked.

1 Chairman Bradley asked if there were any comments from the public. No comments were made at this
2 time. He then called the matter in for discussion.

3
4 Mr. Haller stated he would be in favor of the request and described how the modest request would
5 improve the older, smaller home. He also referred to the odd shaped lot and amount of driveway
6 easement. Mr. Nielsen agreed the standards have been met with any modifications requiring a variation.
7 He stated he appreciated the window explanation and stated he would be in favor of the request. Ms.
8 Casale MacNally stated she would be in favor of the request. Ms. Hanley stated there would be a minimal
9 increase in nonconformity given the amount of work being done and she would be in favor. Mr. Vender
10 stated he is also in favor. Chairman Bradley stated he is in favor of the request and specifically referred to
11 the unique circumstances standard. He then asked for a motion to recommend approval as indicated on
12 page 49. Ms. Casale MacNally moved to recommend approval of the request. Mr. Nielsen seconded the
13 motion. A vote was taken and the motion unanimously passed, 6 to 0:

14 AYES: Bradley, Haller, Hanley, Casale MacNally, Nielsen, Vender

15 NAYS: None
16
17
