



Village of Winnetka

Village Council Regular Meeting

May 7, 2024 at 7:00 PM
Village Hall
510 Green Bay Road

AGENDA

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Village Clerk's Report: Election Results**
4. **Village Clerk to Administer Oath of Office to Trustee Robert Apatoff, Trustee Kristina Dalman, and Trustee Kimberly Handler**
5. **Quorum**
 - a. May 14, 2024 Study Session
 - b. May 21, 2024 Regular Meeting
6. **Public Comments**
7. **Reports**
8. **Establishment of Consent Agenda**
9. **Approval of Consent Agenda**
 - a. Approval of Village Council Minutes
 - i. April 2, 2024 Regular Meeting
 - ii. April 9, 2024 Study Session
 - iii. April 16, 2024 Regular Meeting
 - b. Approval of Warrant List Dated April 5, 2024 - April 18, 2024
 - c. Ordinance No. M-06-2024: Approving Amendments to the Agreement Establishing the Solid Waste Agency of Northern Cook County as a Municipal Joint Action Agency and to the Bylaws of the Solid Waste Agency of Northern Cook County (Introduction)
 - d. Resolution No. R-46-2024: Approving a Funding Authorizing and Change Order No. 2 to the Contract with Maple Cable Construction Inc. for Directional Boring Work (Adoption)

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.

- e. Resolution No. R-47-2024: Waiving Bidding Requirements and Awarding a Contract to Bosak Ford for the Purchase of a Vehicle (Adoption)
- f. Resolution No. R-48-2024: Waiving the Bidding Requirements for the Purchase of Bulk Rock Salt and Approving a Purchase Order with Morton Salt, Inc. (Adoption)
- g. Resolution No. R-49-2024: Approving a Contract with Power Line Supply Company for the Purchase of 600 Volt Underground Cable (Adoption)
- h. Resolution No. R-50-2024: Waiving Bidding and Approving a Purchase of Software Licenses from Liftoff LLC (Adoption)
- i. Approval of Annual Outdoor Seating Area Permits (Adoption)
- j. Approval of Mayors' Monarch Proclamation

10. Ordinances and Resolutions

- a. Ordinance No. M-04-2024: Designating 1207 Whitebridge Hill Road as a Certified Landmark (Introduction)
- b. Ordinance No. M-05-2024: Granting an Amendment to a Special Use Permit, Variations from the Winnetka Zoning Ordinance, and a Certificate of Appropriateness for the Construction of Improvements to Existing Playgrounds Within the R-4 Single Family Residential District (Introduction/Adoption)

11. Old Business

12. New Business

13. Appointments

- a. Appointment of 2024/2025 Council Organizational Assignments

14. Closed Session

15. Adjournment

MINUTES
WINNETKA VILLAGE COUNCIL
REGULAR MEETING
April 2, 2024

(Approved: xx)

A record of a legally convened regular meeting of the Council of the Village of Winnetka, which was held at the Council Chambers on Tuesday, April 2, 2024, at 7:00 PM.

- 1) Call to Order. President Rintz called the meeting to order at 7:00 PM. Village Manager Rob Bahan called the roll. Present: Trustees Kirk Albinson, Rob Apatoff, Tine Dalman, Robert Dearborn, Kim Handler, and Bridget Orsic. Absent: None. Also present: Deputy Village Clerk Berina Gradjan, Village Attorney Peter Freidman, Economic Development Coordinator Liz Dechant, Community Development Director David Schoon, Assistant Community Development Director Ann Klaassen, Engineering Director Jim Bernahl, and approximately 16 persons in the audience.
- 2) Pledge of Allegiance. Trustee Orsic led the group in the Pledge of Allegiance.
- 3) Quorum.
 - a) April 9, 2024 Study Session All of the Council members present said they expect to attend.
 - b) April 16, 2024 Regular Meeting All of the Council members present said they expect to attend with the exception of Trustee Dearborn.
- 4) Public Comment.
 - i. Ted Wynnichenko addresses Council regarding closed session meeting minutes and matters related to lakefront land.
- 5) Reports.
 - a) Trustees. No report.
 - b) Attorney. No report.
 - c) Manager. No report.
 - d) Village President. No report.
- 6) Establishment of the Consent Agenda.

Trustee Dearborn requests to remove the March 12, 2024, study session minutes of the Village Council from the consent agenda for separate discussion. Without objection, the March 12, 2024 study session minutes of the Village Council were removed from the consent agenda.

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

Approval of the Consent Agenda

 - a) Approval of Village Council Minutes
 - i. March 5, 2024 Regular Meeting
 - b) Approval of Warrant List Dated March 8, 2024 – March 21, 2024 in the amount of

\$2,000,219.02.

- c) Resolution No. R-24-2024: Approving an Outdoor Dining Agreement with Paradise Food Italia LLC D/B/A Tocco (Adoption)
- d) Resolution No. R-38-2024: Upholding the Landmark Preservation Commission Issuance of a Demolish Delay Pursuant to section 15.52.070 of the Village Code for 518 Elder Lane (Adoption)

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

7) Ordinances and Resolutions.

- a) Ordinance No. M-02-2024: Granting an Amendment to a Special Use Permit, Variations from the Winnetka Zoning Ordinance, and a Certificate of Appropriateness for the Construction of Improvements to an Existing Playground within the B-1 Multi-Family Residential District (Sacred Heart School – 1095 Gage Street) (Introduction/Adoption)

Assistant Community Development Director Ann Klaassen advises Council of an amendment to an existing special use permit, zoning variations, and a certificate of appropriateness to allow improvements to an existing playground within the B-1 multifamily zoning district at Sacred Heart School. Council is presented with the zoning and location maps of the subject area, current state of the school's playground, and existing conditions of the site.

The proposed improvements of the redevelopment of the play area consist of replacement of the play equipment, relocation of the basketball hoops, installation of a rubberized play surface and turf field, replacement of perimeter fencing, and installation of landscaping buffers. Additionally, Council is advised of the four zoning variations requested by the applicant. The Zoning Board of Appeals, Design Review Board, and Plan Commission have unanimously recommended approval of the submitted request for improvements.

Kathy Janega addresses Council regarding the need for improvements for Sacred Heart School and advises that staff has been working with the Village to ensure that all requirements are met.

Trustee Albinson suggests that the applicant further consider fencing material due to concerns related to maintenance issues.

Trustee Orsic, seconded by Trustee Dalman, moved to waive introduction of Ordinance No. M-02-2024. By voice vote, the motion carried unanimously.

Trustee Dalman, seconded by Trustee Orsic, moved to adopt Ordinance No. M-02-2024. By roll call vote, the motion carried. Ayes: Trustees Albinson, Apatoff, Dalman, Dearborn, Handler, and Orsic. Nays: None. Absent: None

- b) Ordinance No. M-01-2024: Granting Preliminary Approval of a Planned Development, Zoning Exceptions, a Special Use for Ground Floor Parking, Special Use Findings for Medical and Financial Services Uses, and a Preliminary Plat of Subdivision (511 – 515 Lincoln Avenue and 714 – 740 Elm Street) (One Winnetka) (Adoption)

On March 21, 2024 Council reviewed the proposed planned development of a new four-story mixed use planned development submitted by the applicant for the One Winnetka. A representative of 711 Oak Condominium association requested that the applicant hold

regular meetings during the construction of the project and that the condition be included in the approval documents. The applicant has included the requested condition in the approval documents.

Village Attorney Peter Friedman reviews the development agreement, associated with Resolution No. R-35-2024, and the timeline subsequently following adoption of the Ordinance and Resolution. Additionally, Mr. Friedman advises Council of the requirements of the applicant once the development agreement takes effect, Council's requirements and authority regarding the development agreement, conditions of compliance, and construction.

The development agreement outlines building permit fees, required deposits, agreement for applicant to post a cash escrows, matters related to the maintenance agreement, and standards related to liability indemnification provisions.

Deirdre Clein, representing Murphy Real Estate Services, addresses Council regarding the applicant's timeline regarding the development and proposed construction schedule.

Council further discusses the anticipation of deadlines, construction, and ground breaking.

Community Development Director David Schoon discusses the Village's staff review process regarding the One Winnetka plans.

Public Comment.

John Phelan commends Council, John Talty, and John Murphy for their cooperation with 711 Oak Condominiums during the planning process.

Trustee Apatoff, seconded by Trustee Dearborn, moved to adopt Ordinance No. M-01-2024. By roll call vote, the motion carried. Ayes: Trustees Albinson, Apatoff, Dalman, Dearborn, Handler, and Orsic. Nays: None. Absent: None

c) Resolution No. R-35:2024: Approving a Development Agreement (511 – 515 Lincoln Avenue and 714 – 740 Elm Street) (One Winnetka) (Adoption)

Trustee Albinson, seconded by Trustee Dalman, moved to adopt Resolution No. R-35-2024. By roll call vote, the motion carried. Ayes: Trustees Albinson, Apatoff, Dalman, Dearborn, Handler, and Orsic. Nays: None. Absent: None

d) Resolution No. R-36-2024: Granting an Amendment to a Special Use Permit and a Certificate of Appropriateness for the construction of a Building Addition to an Existing School within the R-2 Single Family Residential District (Crow Island School – 1112 Willow Road) (Public Hearing & Adoption)

A public hearing was advertised for tonight's meeting, granting an amendment to a special use permit and a certificate of appropriateness allowing for the proposed addition at Crow Island School.

Village Attorney Peter Friedman reviews the public hearing guidelines for members of the public. President Rintz administers the oath for members of the public providing public comment or a testimony.

Public Hearing opened at 7:45 pm

Assistant Community Development Director Ann Klaassen advises Council of Resolution No. R-37-2024, approving a plat of subdivision, and Resolution No. R-36-2024, granting an amendment to the existing special use permit and a certificate of appropriateness for a building addition at Crow Island School.

Council reviews the existing lot configurations, special procedures related to zoning for public agencies serving the Village and/or have entered into an intergovernmental agreement with the Village related to construction of stormwater improvements, requirements for special use, approved resolutions related to Crow Island School and the Village stormwater project. Additionally, Council reviews the proposed building addition and renovation consisting of three classrooms, a gymnasium, restrooms, a playground, and renovations to the existing gymnasium and existing library, infrastructure improvements, HVAC upgrades, and security upgrades.

Crow Island School is designated as a national historic landmark, therefore, automatically places the property on the national register of historic places. The district has provided a letter from the Illinois Department of Natural Resources approving the proposed plan.

Crow Island School has withdrawn their request for a proposed driveway off Glendale Avenue to access the existing asphalt play surface in order to provide after-hours event parking.

Brad Goldstein, Chief Financial Officer at Winnetka Public School District 36, addresses Council regarding the proposed addition and renovations, communication between the State Historic Commission and stewardship group, new construction manager, Bulley & Andrews, and the applicant's eagerness to complete the improvements.

Public Comment.

Karen Kennedy expresses concerns related to tree destruction and parking.

Christina Codo expresses support regarding the partnership between District 36, the Village, and the Park District.

Andrea Johnson commends the applicant for withdrawing the proposed driveway and addresses concerns related to tree destruction and fencing.

Emily Rose commends the design work and excitement for the improvements and additions at Crow Island School.

Public Hearing closed 8:10 pm

Council commends the design of the proposed plans, additions, and improvements at Crow Island School.

Trustee Dearborn addresses members of Crow Island School regarding a point of contact for neighbors and members of public to contact for concerns and various outreach.

Trustee Orsic, seconded by Trustee Apatoff, moved to adopt Resolution No. R-36-2024, subject to the resolution and all of its exhibits being amended to eliminate all references to the existing hard surface playground area located on the southeast corner of the school property from being used for after-hour parking, including the elimination of the proposed driveway to and the proposed lighting for that playground area. By roll call vote, the motion carried. Ayes: Trustees Albinson, Apatoff, Dalman, Dearborn, Handler, and Orsic. Nays: None. Absent: None

e) Resolution No. R-37:2024: Approving a Final Plat of Subdivision (1112 and 1140 Willow Road)

Council will consider two resolutions related to the proposed improvements at Crow Island Elementary School; approving a final plat of subdivision, followed by the public hearing, which was advertised for tonight's meeting, for the approval of an amendment to the

existing special use permit and granting a certificate of appropriateness.

Trustee Albinson, seconded by Trustee Orsic, moved to adopt Resolution No. R-37-2024. By roll call vote, the motion carried. Ayes: Trustees Albinson, Apatoff, Dalman, Dearborn, Handler, and Orsic. Nays: None. Absent: None

8) Old Business. None.

9) New Business.

a) March 12, 2024 Study Session Minutes Discussion

Trustee Dearborn suggests that the minutes expand on the scope of the liaison role in order to facilitate collaboration between the Park District liaisons and the Council – General Discussion on Next Steps.

Trustee Handler suggests that clarification be provided regarding Council consensus related to the Post Office Plaza discussion regarding the selection of an architect for the project.

Village Manager Rob Bahan confirms that the amended minutes will be included on the April 16, 2024 agenda for approval.

10) Appointments: None.

11) Closed Session: None.

12) Adjournment. President Rintz asks for motion to adjourn. Trustee Dearborn, seconded by Trustee Albinson, moved to adjourn the meeting. By voice vote, the motion carried. The meeting adjourned at 8:20 PM.

Recording Secretary

**MINUTES
WINNETKA VILLAGE COUNCIL
STUDY SESSION
April 9, 2024**

(Approved: xx)

A record of a legally convened meeting of the Council of the Village of Winnetka, which was held in the 2nd floor Conference Room on Tuesday, April 9, 2024 at 7:00 PM.

- 1) Call to Order. President Rintz called the meeting to order at 7:00 PM. Village Manager Bahan called the roll of the Village Council. Present: Trustees Kirk Albinson, Rob Apatoff, Tina Dalman, Bob Dearborn, and Bridget Orsic. Absent: Trustee Kim Handler. Also present: Village Manager Robert Bahan, and 1 persons in the audience.
- 2) Public Comment.
 - i) Ted Wynnychenko addresses Council regarding closed session meeting minutes related to the Bertling-Hill-Woodland pathway vacation and matters related to Village owned lakefront properties.
- 3) Closed Session for the Purpose of Discussing Specific Personnel pursuant to Section 2(c)(1) of the Open Meetings Act.

Trustee Albinson, seconded by Trustee Dalman, moved to adjourn to Closed Session for the purpose of discussing specific personnel pursuant to Section 2(c)(1) of the Open Meetings Act and to adjourn the Open Meeting automatically and immediately upon the conclusion of the Closed Session without the conduct of any further business or comments. By roll call vote, the motion carried. Ayes: Trustees Albinson, Apatoff, Dalman, Dearborn, and Orsic. Nays: None. Absent: Trustee Handler.

The Council adjourned into Closed Session at 7:08 p.m.

- 4) Adjournment. The Closed Session meeting ended at 8:30 pm.

Recording Secretary

**MINUTES
WINNETKA VILLAGE COUNCIL
REGULAR MEETING
April 16, 2024**

(Approved: xx)

A record of a legally convened regular meeting of the Council of the Village of Winnetka, which was held at the Council Chambers on Tuesday, April 16, 2024, at 7:00 PM.

- 1) Call to Order. President Rintz called the meeting to order at 7:01 PM. Village Manager Rob Bahan called the roll. Present: Trustees Kirk Albinson, Rob Apatoff, Tina Dalman, Robert Dearborn, Kim Handler, and Bridget Orsic. Absent: None. Also present: Assistant Village Manager Kristin Kazenas, Deputy Village Clerk Berina Gradjan, Village Attorney Peter Freidman, Community Development Director David Schoon, Engineering Director Jim Bernahl, and approximately 27 persons in the audience.

President Rintz confirms that Trustee Apatoff has provided the required notice that he will be unable to attend the regular meeting due to work obligations. The Village's policy provides that Trustee Apatoff may participate remotely unless 2/3 of the Council objects. With no objections, Trustee Apatoff participated remotely fully in the meeting.

President Rintz confirms that Trustee Dearborn has provided the required notice that he will be unable to attend the regular meeting due to work obligations. The Village's policy provides that Trustee Dearborn may participate remotely unless 2/3 of the Council objects. With no objections, Trustee Dearborn participated remotely fully in the meeting.

- 2) Pledge of Allegiance. President Rintz led the group in the Pledge of Allegiance.

3) Quorum

- a) May 7, 2024 Regular Meeting All of the Council members present said they expect to attend.
- b) May 14, 2024 Study Session All of the Council members present said they expect to attend.
- c) May 21, 2024 Regular Meeting All of the Council members present said they expect to attend with the exception of Trustee Dearborn.

4) Public Comment

- i. Ted Wynnichenko addresses Council regarding closed session meeting minutes related to the Bertling-Hill-Woodland pathway vacation and matters related to street end beaches.

5) Reports

- a) Trustees.
 - i. Trustee Handler attended *Maximize Your Membership* hosted by the Winnetka-Northfield-Glencoe Chamber of Commerce and commends the value of businesses in the communities.
- b) Attorney. No report.
- c) Manager. No report.

d) Village President. No report.

6) Presentations

a) Proclamation Honoring Barbara Tubekis

Village President Chris Rintz, on behalf of the Village of Winnetka, honors Barbara Tubekis for her volunteerism to the community.

Trustee Orsic, seconded by Trustee Apatoff, moved to adopt the proclamation. By voice vote, the motion carried.

b) Arbor Day Proclamation

President Rintz declares April 26, 2024, as Arbor Day.

Trustee Orsic, seconded by Trustee Dalman, moved to adopt the proclamation. By voice vote, the motion carried.

c) Environmental & Forestry Commission Green Award

Patrick Hanley, Environmental & Forestry Commission Chair, presents the 2024 Geen Award to Mr. Levenstam and Ms. Landes for their work on the deconstruction and reconstruction of their home. The process involved salvaging what could be reused or recycled and building a new, more sustainable structure in its place with many ecological friendly improvements that implement heat pumps rather than the use of a gas furnace, recycled plastic synthetic roofing, and landscaping incorporating native plants and swale.

Mr. Levenstam and Ms. Landes express their appreciation for the Green Award.

7) Establishment of the Consent Agenda

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

8) Approval of the Consent Agenda

a) Approval of Village Council Minutes

ii. March 12, 2024 Study Session Minutes with Revisions

iii. March 21, 2024 Regular Meeting

b) Approval of Warrant List Dated March 22, 2024 – April 4, 2024 in the amount of \$2,613,687.50.

c) Resolution No. R-40-2024: Approving a Professional Services Agreement with Studio GC, Inc. for Services Regarding a Facilities Assessment Study (Adoption)

d) Resolution No. R-41-2024: Approving a Contract with Elemech, Inc., for the Purchase of a Bulk Water Filling Station (Adoption)

e) Resolution No. R-42-2024: Approving and Establishing the Compensation of Department Heads Effective January 1, 2024 (Adoption)

f) Resolution No. R-43-2024: Approving and Establishing Changes in the Compensation of the Village Manager (Adoption)

g) Resolution No. R-44-2024: Approving Extension and Renewal of an Agreement with Prescient Development, Inc. for Information Technology Support Services (Adoption)

h) Resolution No. R-45-2024: Ratifying the Purchase of Emergency Contracted Services with

the Dimeo Brothers, Inc. for Sewer Repairs at Chatfield Road and Locust Street in the Village (Adoption)

i) Approval of Annual Outdoor Seating Area Permits (Adoption)

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

9) Ordinances and Resolutions.

a) Ordinance No. M-03-2024: Granting a Special Use Permit for the Operation of a Personal Fitness Facility Within the C-2 Commercial Overlay District of the Village (847 Elm Street) (Introduction/Adoption)

Council is advised of a request by an applicant seeking approval of a special use permit for the operation of a personal fitness facility, Toned Yoga, within the C-2 commercial overlay district. Community Development Director David Schoon presents the proposed floor plan of the facility, parking for customers, and advises Council of the Plan Commission's recommended approval of the proposed use.

Max Weigandt expresses eagerness to build a community in Winnetka and addresses matters related to parking and retail space for athleisure and health supplements.

Public Comment

Sean Jones, attorney representing the property owner, believes that the use is a good fit for the space, will increase foot traffic in the business district, and addresses the impact on parking.

Teresa Lucas addresses occupancy within the business district and concerns regarding leasing.

Jim Nash, property manager of Farnsworth Hill, addresses matters related to occupancy, square footage, and comments that rent should be a matter between the landlord and perspective tenant.

Council discusses matters such as parking in the West Elm Business District, business hour impacts on parking, benefits of increased foot traffic in the business district from Toned Yoga cliental, and special use permits within the overlay district.

Trustee Dalman, seconded by Trustee Albinson, moved to waive introduction of Ordinance No. M-03-2024. By voice vote, the motion carried unanimously.

Trustee Orsic, seconded by Trustee Dalman, moved to adopt Ordinance No. M-03-2024. By roll call vote, the motion carried. Ayes: Trustees Albinson, Apatoff, Dalman, Dearborn, Handler, and Orsic. Nays: None. Absent: None

b) Resolution No. R-39-2024: Approving an Extension Agreement for Professional Services with Strand Associates, Inc. for a Stormwater Management Study for the Eastern Watershed of the Village of Winnetka (Adoption)

After severe flooding, the Village approved an agreement with Strand Associates, Inc. in 2015 for a stormwater management study in western Winnetka taking into consideration not only significant planning, but also storm sewer and sanitary sewer systems.

Engineering Director Jim Bernahl provides information regarding evaluation of proposals and factors such as project understanding, experience, schedule, fees, staff ranking of

proposals, and proposed fees.

Additionally, Mr. Bernahl provides information regarding key strengths of Strand Associates, general scope of work, funding sources, contractor's project approach, schedule, and funding overview regarding the Village's FY24 budget.

Council discusses concerns related to cost comparison of the firms' proposals, negotiations regarding pricing, level of service, previous studies and analysis, matters related to stakeholders and concerns regarding cost and hours.

Additionally, Council discusses the working relationship between the Village and Strand Associates, the breakdown of hours and costs as well as the distribution of hours amongst contractor engineers, and exceptional service provided by the contractor in the western Winnetka study.

Trustee Albinson, seconded by Trustee Orsic, moved to introduce Resolution No. R-39-2024. By roll call vote, the motion carried. Ayes: Trustees Albinson, Apatoff, Dalman, Dearborn, and Orsic. Nays: Trustee Handler. Absent: None.

10) Old Business. None.

11) New Business.

- a) A Zoning Ordinance Text Amendment Request by Dish Wireless to Allow Additional Cellular Antennas on an Existing Monopole at 410 Green Bay Road (Public Safety Building) (Policy Direction)

Community Development Director David Schoon advises Council regarding a request from Dish Wireless to place additional antennas on the existing Village telecommunications monopole. Mr. Schoon provides information regarding the leasing agreement, zoning code text amendments, zoning and evaluation, location of the antenna on the property, and proposed site plan.

Council may consider entering into a lease agreement with Dish Wireless and consider the necessary zoning code amendments, consider specific terms or conditions required by the Village, and consider a public hearing being held at Council level or an advisory body.

Council discusses the location of antennas, benefits to the residents and members of the community, cellular coverage, matters related to costs and budget, and consideration of expansion of service providers.

Council provides consensus for the Village to enter into negotiations for a lease agreement with Dish Wireless and direct staff to provide the necessary zoning code amendments for Council review and approval. Additionally, Council recommends that a public hearing be held with a lower advisory board.

12) Appointments: None.

13) Closed Session: None.

14) Adjournment. President Rintz asks for motion to adjourn. Trustee Orsic, seconded by Trustee Dalman, moved to adjourn the meeting. By voice vote, the motion carried. The meeting adjourned at 9:18 PM.

Recording Secretary



Agenda Item Executive Summary

TITLE: Approval of Warrant List Dated April 5, 2024 - April 18, 2024

PRESENTER: Robert M. Bahan

AGENDA DATE: May 7, 2024

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

None.

EXECUTIVE SUMMARY:

The Warrant List Dated April 5, 2024 - April 18, 2024.

RECOMMENDATION:

Consider Approving the Warrant List Dated April 5, 2024 - April 18, 2024.

ATTACHMENTS:

None



Agenda Item Executive Summary

TITLE: Ordinance No. M-06-2024: Approving Amendments to the Agreement Establishing the Solid Waste Agency of Northern Cook County as a Municipal Joint Action Agency and to the Bylaws of the Solid Waste Agency of Northern Cook County (Introduction)

PRESENTER: Kristin Kazenas

AGENDA DATE: May 7, 2024

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

The Village of Winnetka is a member of the Solid Waste Agency of Northern Cook County (SWANCC) which was established in May 1988 (see Attachment 2). The SWANCC bylaws were last updated in January 1995 (see Attachment 3).

On May 2, 2023, the Village Council approved the appointment of the Village President as the Village of Winnetka's Director on the SWANCC Board of Directors and the Village Manager as the Alternate Director for a two year term expiring on April 30, 2025.

EXECUTIVE SUMMARY:

In Section 8.2 of the SWANCC founding agreement (Attachment 2), the Directors and Alternate Directors are required to be (i) the Village President; (ii) a Trustee or (iii) the Village Manager.

At the April meeting of the SWANCC board of directors, the member agencies concurred with a recommendation from the SWANCC executive committee to amend the SWANCC founding agreement to permit the member agencies to appoint a staff person to serve as an Alternate Director on the SWANCC board of directors.

Ordinance No. M-6-2024 - Approving Amendments to the Agreement Establishing the Solid Waste Agency of Northern Cook County as a Municipal Joint Action Agency and to the Bylaws of the Solid Waste Agency of Northern Cook County was drafted by SWANCC and reviewed by the Village attorney. All member agencies have been asked to approve this Ordinance. Once all the approved member agency Ordinances have been received by SWANCC, the SWANCC board of directors will meet and will formally vote to approve the changes to the establishing agreement and the bylaws.

RECOMMENDATION:

Consider introduction of Ordinance No. M-6-2024, Approving Amendments to the Agreement Establishing the Solid Waste Agency of Northern Cook County as a Municipal Joint Action Agency and to the Bylaws of the Solid Waste Agency of Northern Cook County.

ATTACHMENTS:

1. Ordinance No. M-06-2024: Approving Amendments to the Agreement Establishing SWANCC as a Municipal Joint Action Agency and to the Bylaws of SWANCC
2. SWANCC Agency Establishing Agreement
3. SWANCC Bylaws

**AN ORDINANCE APPROVING AMENDMENTS TO THE AGREEMENT
ESTABLISHING THE SOLID WASTE AGENCY OF NORTHERN COOK COUNTY
AS A MUNICIPAL JOINT ACTION AGENCY AND TO THE BYLAWS OF THE SOLID
WASTE AGENCY OF NORTHERN COOK COUNTY**

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, Section 6(a) of Article VII of the Illinois Constitution of 1970 authorizes home rule units, such as the Village, to exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, Section 10 of Article VII of the Illinois Constitution of 1970 authorizes units of local government, such as the Village, to contract or otherwise associate amongst themselves in any manner not otherwise prohibited by law or ordinance; and

WHEREAS, Section 3 of the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/3, permits any powers, privileges, functions or authority exercised or which may be exercised by a unit of local government, such as the Village, to be combined and exercised jointly with any other unit of local government; and

WHEREAS, pursuant to Section 11-60-2 of the Illinois Municipal Code, 65 ILCS 5/11-60-2, municipalities have the authority to define, prevent, and abate nuisances; and

WHEREAS, pursuant to such authorization, the Village has entered into an Agreement with other municipalities establishing the Solid Waste Agency of Northern Cook County ("***SWANCC***") as a municipal joint action agency ("***Agreement***"); and

WHEREAS, as a member of SWANCC, the Village has approved By-Laws that, together with the Agreement, govern the function and operation of SWANCC ("***By-Laws***"); and

WHEREAS, the Village Council has determined that it is in the best interest of the health, safety, morals and welfare of the Village, to amend the Agreement and the By-Laws of SWANCC concerning the appointment of representatives authorized to represent the Village at meetings of SWANCC, all as set forth in this Ordinance;

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 8 OF THE AGREEMENT. Section 8 of the Agreement entitled, "Governance," is hereby amended as follows (added text is shown as **bold, double-underlined text** and deleted text is shown as stricken text):

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

“Section 8. Governance.

8.1 The Agency shall be governed and administered as provided in this Section and in the By-Laws, adopted pursuant to, and subject to the limitations of, this Agreement.

8.2 The governing body of the Agency shall be the Board of Directors. There shall be one Director for each Member, who shall be appointed by vote of the corporate authorities of the Member and who at the time of appointment shall be the (i) Mayor or President of a Member (if such Member is a municipality) or the President or Chairman of a Member (if such Member is a County), (ii) another elected member of the corporate authorities of the Member or, (iii) the chief administrative officer of the Member. The term of each initial Director shall begin when he or she is appointed and shall continue until April 30, 1991 and until his or her successor is appointed. Thereafter, all Directors shall be appointed for two-year terms expiring on April 30 of odd numbered years. Except as provided in paragraph 8.4, a person serving as a Director shall serve until his or her term expires, and thereafter until his or her respective successor is appointed. Each Director shall have one vote on the Board of Directors.

8.3 Any Member may appoint one or more persons to serve as the Alternate Director. Any such appointee shall meet the qualifications for office as a Director established in paragraph 8.2 **or shall be a staff person of the Member appointed by its corporate authority and granted the authority to act on the Member's behalf.** The Alternate Director may attend any meeting of the Board of Directors and may vote as the Director in the absence of the Director from that Member or if there is a vacancy in the position of Director from that Member. The term of an Alternate Director shall be the same as the term of the Director from the appointing Member. Except as provided in paragraph 8.4, a person serving as Alternate Director shall serve until his or her term expires and thereafter until the successor is appointed.

8.4 All appointments of Directors and Alternate Directors shall be by ordinance or resolution of the corporate authorities of the appointing Member, a certified copy of which shall be filed with the Secretary of the Agency. Should any Director or Alternate Director cease to serve as the President, Mayor, Chairman, elected member of the corporate authorities~~or,~~ chief administrative officer of the appointing Member, **or staff person of the Member granted authority to act on the Member's behalf,** that person shall simultaneously cease to serve as Director or Alternate Director of the Agency and the position shall be vacant. Any vacancy in the office of Director or Alternate Director shall be filled by appointment by the Member with respect to which the vacancy exists. Directors and Alternate Directors shall receive no compensation for their service in this capacity but may be reimbursed by the Agency for reasonable and necessary expenses incurred in performance of their duties.”

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

* * *

SECTION 3: AMENDMENT TO SECTION 1 OF THE BY-LAWS. Section 1 of the By-Laws, entitled “Members and Powers,” is hereby amended as follows (added text is shown as **bold, double-underlined text** and deleted text is shown as stricken text):

“1. Members and Powers. The Board of Directors of the Agency shall be comprised as provided in the Agreement and the By-Laws and shall exercise those powers specified in the Agreement and the By-Laws. If any Director **or Alternate Director** ceases to serve as the President, Mayor, Chairman, elected member of the corporate authorities ~~or~~ chief administrative officer of the Member which appointed such person, **or staff person of the Member granted authority to act on the Member’s behalf,** becomes incapacitated or is otherwise removed as a Director **or Alternate Director** by the corporate authorities of the appointing Member, that seat on the Board of Directors shall, subject to the provision for participation by Alternate Directors contained in Section 2 of this Article, be vacant until a successor is appointed by that Member. (For purposes of the By-Laws, "Member" shall have the same meaning as in the Agreement.)”

SECTION 4: SUPERSEDER. In the event a conflict exists between the terms of this Ordinance and any other ordinance or resolution of the Village, the terms of this Ordinance will govern.

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 will be in full force and effect upon its passage and approval in the manner provided by law.

[SIGNATURE PAGE FOLLOWS]

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

PASSED this 7 of May, 2024, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this ____ day of _____, 2024.

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 _____,
2024.

Introduced: May 7, 2024

Passed and Approved:

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

AN AGREEMENT ESTABLISHING
THE SOLID WASTE AGENCY OF NORTHERN COOK COUNTY
AS A MUNICIPAL JOINT ACTION AGENCY

THIS AGREEMENT is entered into by and among the municipalities and counties which under ordinances duly adopted by their respective corporate authorities have executed this Agreement pursuant to its terms, and is dated as of May 2, 1988.

WITNESSETH:

WHEREAS, Article VII, Section 10 of the 1970 Constitution of the State of Illinois authorizes units of local government to contract and associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function, in any manner not prohibited by law or ordinance; and

WHEREAS, under that Constitutional provision units of local government may use their credit, revenues, and other resources to pay costs and to service debt related to inter-governmental activities; and

WHEREAS, the Intergovernmental Cooperation Act, as amended (Ill. Rev. Stat., ch. 127, §741 et seq.), also authorizes units of local government to exercise and enjoy jointly their powers, privileges or authority and to enter into intergovernmental agreements for that purpose; and

FILED
INDEX DEPARTMENT

MAY 13 1988

IN THE OFFICE OF
SECRETARY OF STATE

WHEREAS, Section 3.2 of the Intergovernmental Cooperation Act, as amended, authorizes any two or more municipalities and counties as units of local government to establish by an intergovernmental agreement a municipal joint action agency as a municipal corporation and public body politic and corporate in order to provide for efficient and environmentally sound collection, transportation, processing, storage and disposal of municipal waste; and

WHEREAS, the parties to this Agreement have determined that they need to join together to create a joint action agency by intergovernmental agreement to provide an efficient and environmentally sound waste system, including Waste Projects, for the use and benefit of the Members; and

WHEREAS, the Agency, when formed, may enter into Project Use Agreements with Members and Customers providing for the Agency to develop and operate a Waste Project or Projects, providing for the rights of Members and Customers to use of the Waste Project, assessing charges for such use or providing for payment of amounts without regard to use of the Project, and establishing conditions with respect to use of the Waste Project, including, but not limited to, conditions requiring a Member to make exclusive use of the Waste Project for all or a specified portion of the Municipal Waste within its jurisdiction, all as may be agreed to by the Member or Customer and the Agency in a Project Use Agreement; and

WHEREAS, it is necessary for purposes of economy and environmental safety that the parties form a municipal joint action agency to exercise the powers and duties conferred by law for their benefit; and

WHEREAS, the parties to this Agreement have approved this Agreement by ordinance duly adopted by their respective corporate authorities;

NOW, THEREFORE, the parties agree as follows:

Section 1. Definitions.

For the purposes of this Agreement each of the following words and phrases shall have the meaning set forth following the word or phrase, unless the context clearly indicates a different meaning.

1.1 The word "Act" shall mean the Intergovernmental Cooperation Act (Ill. Rev. Stat., ch. 127, §741 et seq.), as it has been and as it may be amended from time to time.

1.2 The phrase "Additional Member" shall mean any municipality or county which becomes a Member of the Agency pursuant to paragraph 5.3 of this Agreement. An Original Member which withdraws from the Agency pursuant to this Agreement may become an Additional Member of the Agency in the manner provided in Section 5.3.

1.3 The word "Agency" shall mean the Solid Waste Agency of Northern Cook County established by this Agreement.

1.4 The phrase "Board of Directors" shall mean the Board of Directors of the Agency.

1.5 The word "Bonds" shall mean any bonds, notes or other evidences of indebtedness of the Agency.

1.6 The word "By-laws" shall mean By-laws of the Agency as adopted and as amended from time to time by the Board of Directors.

1.7 The word "Customer" shall mean any person, corporation, unit of government or other entity which is not a Member but which has entered into a Project Use Agreement with respect to a Waste Project.

1.8 The phrase "Executive Committee" shall mean the Executive Committee of the Board of Directors of the Agency.

1.9 The word "Member" shall mean any county or municipality which is an Original Member or which becomes an Additional Member of the Agency pursuant to the terms of this Agreement.

1.10 The phrase "Municipal Waste" means garbage, general household and commercial waste, landscape waste and construction or demolition debris or such other

definition as the Board of Directors may lawfully determine.

1.11 The phrase "Original Member" shall mean a municipality which becomes an Original Member of the Agency as provided for in paragraph 5.2.

1.12 The phrase "Project Use Agreement" shall mean the interim or long term contract or contracts between the Agency and a Member or Customer establishing the rights and obligations of the parties with respect to development and use of a Waste Project and assessing charges for such use or providing for payment of amounts by the Member or Customer without regard to use of the Project, as amended and supplemented from time to time.

1.13 The phrase "Waste Project" means land, any rights therein and improvements thereto, one or more buildings, structures or other improvements, machinery, equipment, vehicles and other facilities incidental to the foregoing, owned, operated or used by the Agency for the collection, transportation, transfer, storage, disposal, processing, treatment, recovery and re-use of Municipal Waste. A Waste Project shall include land held for a planned Waste Project or used to buffer a Waste Project from adjacent land uses.

Section 2. Establishment.

A municipal joint action agency is hereby established by this intergovernmental agreement among the Members. The Agency shall be a municipal corporation and a public body politic and corporate and not a joint venture or partnership among the Members. The corporate name of the Agency so established is the Solid Waste Agency of Northern Cook County.

Section 3. Purpose.

The Agency is established for the purpose of efficient and environmentally sound collection, transportation, transfer, processing, treatment, storage, disposal, recovery and re-use of Municipal Waste, all as provided in the Act and this Agreement.

Section 4. Duration.

The Agency shall have perpetual duration unless dissolved and terminated as provided in Section 6 of this Agreement.

Section 5. Membership.

5.1 The Members of the Agency shall be any municipality or county which becomes an Original Member as provided in paragraph 5.2 or an Additional Member as provided in paragraph 5.3. However, any Original Members or Additional Members which shall have withdrawn from the Agency pursuant to this Agreement shall no longer be Members.

5.2 Any Illinois municipality which is listed on Exhibit One which is attached to and made a part of this

Agreement may become an Original Member of the Agency upon execution of this Agreement no later than the Effective Date of this Agreement. Execution of this Agreement by an Original Member shall be authorized by ordinance adopted by the corporate authorities of the Member.

5.3 (a) Any Illinois municipality which is listed on Exhibit One which is attached to and made a part of this Agreement and which is not an Original Member may become an Additional Member of the Agency, provided (1) the corporate authorities of the municipality have adopted an ordinance authorizing execution of this Agreement; (2) a majority of the then Directors of the Agency has adopted an ordinance consenting to the Additional Member; (3) the corporate authorities of a majority of the then Members have adopted an ordinance consenting to the Additional Member; (4) the Additional Member has accepted any conditions imposed by the Agency under subparagraph (c); and (5) the Additional Member has paid to the Agency an initial contribution. The initial contribution shall be determined at the time the corporate authorities of the Additional Member authorize by ordinance execution of this Agreement. The initial contribution shall equal the population of the municipality as determined by the later of the 1980

census or the most recent special census published by the United States Bureau of the Census and certified by the Member multiplied by (i) Fifty (50) cents, if the time of determination is from the Effective Date of this Agreement through May 14, 1988, (ii) One (\$1) Dollar if the time of determination is from May 15, 1988 through June 14, 1988; (iii) Five (\$5) Dollars, if the time of determination is from June 15, 1988 through September 30, 1988; (iv) Ten (\$10) Dollars, if the time of determination is from October 1, 1988 through March 30, 1989; and (v) Fifteen (\$15) Dollars, if the time of determination is after April 1, 1989. No municipality is eligible for membership under this subparagraph (a) after October 1, 1989.

(b) Any Illinois county or municipality which is not eligible for membership under paragraphs 5.2 or 5.3(a) or which was eligible but did not become or remain a Member under paragraphs 5.2 or 5.3(a) may become an Additional Member, provided (1) the corporate authorities of the county or municipality have adopted an ordinance authorizing execution of this Agreement and such other agreements as may be required by the Agency; (2) a majority of the then Directors of the Agency has adopted an ordinance consenting to such Additional Member; (3) the corporate authorities of a majority of

the then Members have adopted an ordinance consenting to such Additional Member; (4) the Additional Member has accepted any conditions imposed by the Agency under subparagraph (c); and (5) the Additional Member has paid to the Agency an initial contribution. The initial contribution shall be determined at the time the corporate authorities of the Additional Member authorize by ordinance execution of this Agreement. The initial contribution shall equal the population of the municipality or the unincorporated area of the county as determined by the later of the most recent federal decennial census or a special census published by the United States Bureau of the Census and certified by the Member multiplied by (i) Five (\$5) Dollars, if the time of determination is from the Effective Date of this Agreement through September 30, 1988; (ii) Ten (\$10) Dollars, if the time of determination is from October 1, 1988 through March 30, 1989; and (iii) Fifteen (\$15) Dollars, if the time of determination is after April 1, 1989.

(c) The Board of Directors of the Agency may at any time refuse to admit Additional Members under subparagraph 5.3(b). The Board of Directors may establish conditions with respect to any municipality or county becoming an Additional Member under subparagraphs

5.3(a) or (b). These conditions may be in addition to the initial contribution required under paragraph 5.3 and may include, without limitation, the making of a capital contribution to the Agency, reimbursements to Members for costs incurred in organization and start-up of the Agency and any Waste Project, the payment of differential rates, fees or charges with respect to the Agency or use of a Waste Project, and the assumption of all or a portion of contracts, debts and obligations of the Agency, or of Members with respect to the Agency.

5.4 Promptly upon any county or municipality becoming an Additional Member, that fact shall be certified by the Secretary of the Agency to the Illinois Secretary of State.

Section 6. Withdrawal, Termination and Dissolution.

6.1 Any Member may withdraw as a Member of the Agency without the consent of the Board of Directors, provided that the withdrawing Member shall remain obligated (i) as provided in paragraph 9.4, (ii) under the terms and conditions of any outstanding Project Use Agreement to which the withdrawing Member is a party and (iii) for any liabilities imposed by law. No Member may withdraw from the Agency while and so long as any Bonds of the Agency are outstanding, except as permitted by the resolution or resolutions authorizing the issuance

of such Bonds. No Member may withdraw while and so long as any Bonds are outstanding, if such withdrawal would reduce the number of Members to less than three.

6.2 Any Member may withdraw pursuant to paragraph 6.1 of this Section only upon filing with the Secretary of the Agency no less than 180 days before the intended effective date of withdrawal a certified copy of an ordinance of the Member determining so to withdraw.

6.3 The Agency shall be dissolved and terminated (i) upon the withdrawal of one or more Members so as to reduce the number of Members to less than three, or (ii) upon the filing with the Secretary of the Agency of certified copies of ordinances of three-fifths (3/5) of the Members determining to dissolve and terminate the Agency.

6.4 Notwithstanding the provisions of paragraph 6.3, as long as any Bonds of the Agency are outstanding and unpaid, the Agency shall not dissolve and terminate.

6.5 Promptly upon any Member withdrawing from the Agency, or upon action having been taken to dissolve and terminate the Agency, that fact shall be certified by the Secretary of the Agency to the Illinois Secretary of State.

Section 7. Powers.

7.1 In addition to any powers, and subject to any

limitations, set forth elsewhere in the Agreement, the Agency shall have the following powers:

(a) To sue or be sued;

(b) To apply for and accept gifts, grants or loans of funds, property or financial or other aid from any public agency or private entity;

(c) To invest available funds as provided by law;

(d) To plan, finance, construct, reconstruct, acquire, own, lease as lessor or lessee, equip, extend, improve, manage, operate, maintain, repair and close any Waste Project and to take any and all action necessary or incidental thereto;

(e) To acquire, hold, sell, lease as lessor or lessee, lend, transfer or dispose of real or personal property, including intangible property, or interests therein, as it deems appropriate in the exercise of its powers, and to provide for the use thereof by any Member upon such terms and conditions and with such fees or charges as it shall determine, and to mortgage, pledge or otherwise grant security interests in any such property;

(f) To make and execute all contracts and other instruments necessary or convenient to the exercise of its powers, including Project Use Agreements with Members or with Customers;

(g) To adopt, amend and repeal ordinances, resolutions, rules and regulations with respect to its powers and functions and not inconsistent with Section 3.2 of the Act or this Agreement, including with respect to use of a Waste Project;

(h) To provide for the insurance, including self-insurance, of any property or operations of the Agency or of its Members, directors, officers and employees, against any risk or hazard, and to indemnify its Members, directors, officers and employees against any risk or hazard;

(i) To appoint, retain and employ officers, agents, independent contractors and employees to carry out its powers and functions hereunder and to fix their compensation and terms and conditions of employment;

(j) To make and execute any contract relating to a Waste Project with the federal or a state government or any agency thereof, with a Member or any unit of local government or with any person including, but not limited to, contracts which require:

- (1) The contracting party pay the Agency a fixed amount for the collection, transportation, transfer, processing, storage, treatment, disposal, recovery and re-use of a stated amount of Municipal Waste (whether or not the

stated amount of waste is collected, transported, transferred, processed, stored, treated, disposed of, recovered or re-used), or pay all or a portion of the capital and operating expenses of a Waste Project;

- (2) The contracting party make exclusive use of a Waste Project for collecting, transporting, transferring, processing, storing, treating, disposing, recovering, or re-using all or any portion of Municipal Waste over which the party has control;
- (3) The abandonment, restriction, or prohibition on completion or construction of competing waste projects by the contracting party;
- (4) Specific provisions with respect to the collection, transportation, transfer, processing, storage, treatment, disposal, recovery and re-use of Municipal Waste;
- (5) Payment of fees and charges with respect to a Waste Project;

(k) To enter into contracts which provide for compensation to areas affected by an Agency Waste Project;

(l) To enter into contracts with the community in which an Agency Waste Project is located controlling

location, use, operation, maintenance and closing of a Waste Project;

(m) To create and fund reserves for the purpose of planning, constructing, reconstructing, financing, acquiring, owning, managing, insuring, leasing, equipping, extending, improving, operating, maintaining, repairing, and closing Waste Projects;

(n) To create, develop and implement plans for closing and re-use of sites on which Waste Projects are located, which plans may provide for various uses, including but not limited to, residential, recreational, commercial, office, institutional, public and industrial uses;

(o) To prepare, submit and administer plans, and to participate in intergovernmental agreements, pursuant to the Local Solid Waste Disposal Act;

(p) To establish rates, fees and charges for the use of a Waste Project;

(q) To borrow money and, in evidence of its obligation to repay the borrowing, to issue its Bonds for any of its corporate purposes, all as provided in the Act; and, for the purpose of securing and paying any Bonds, to pledge, assign or provide for a lien or security interest on (1) any or all revenues derived from the operation of a Waste Project, and investment

earnings thereon; (2) proceeds of any of its Bonds and investment earnings thereon; (3) receipts of the Agency under any Project Use Agreements or any other contracts with any Member or Customer which provide that such receipts may be used for that purpose, and investment earnings on any such receipts; (4) amounts received from a bank, savings and loan association or other financial institution under a contract or other agreement to lend money or purchase obligations; (5) proceeds of any insurance policy or other contract of insurance; (6) awards from any condemnation or other eminent domain proceeding; (7) proceeds from the sale, lease or other disposition of any property; (8) any funds or accounts securing payment of Bonds, as established by the resolution authorizing the Bonds; and (9) any other amounts which by law may be applied to such obligations, all as and to the extent as provided by law and the resolution authorizing the issuance of the Bonds;

(r) To exercise any or all powers specifically granted to municipal joint action agencies by law;

(s) To exercise all other powers incident to the purposes and objectives of the Agency which may be provided for by law;

(t) To exercise any power with respect to the Municipal Waste of any Member or any Member's Municipal

Waste system that may be delegated to it by that Member pursuant to law.

7.2 The Agency shall have no taxing power.

7.3 Any Member may, for the purposes of, and upon request by, the Agency, exercise the power of eminent domain available to it, convey property so acquired to the Agency for the cost of the acquisition, and be reimbursed for all expenses related to this exercise of eminent domain power on behalf of the Agency.

Section 8. Governance.

8.1 The Agency shall be governed and administered as provided in this Section and in the By-Laws, adopted pursuant to, and subject to the limitations of, this Agreement.

8.2 The governing body of the Agency shall be the Board of Directors. There shall be one Director for each Member, who shall be appointed by vote of the corporate authorities of the Member and who at the time of appointment shall be the (i) Mayor or President of a Member (if such Member is a municipality) or the President or Chairman of a Member (if such Member is a County), (ii) another elected member of the corporate authorities of the Member or (iii) the chief administrative officer of the Member. The term of each initial Director shall begin when he or she is appointed

and shall continue until April 30, 1991 and until his or her successor is appointed. Thereafter, all Directors shall be appointed for two-year terms expiring on April 30 of odd numbered years. Except as provided in paragraph 8.4, a person serving as a Director shall serve until his or her term expires, and thereafter until his or her respective successor is appointed. Each Director shall have one vote on the Board of Directors.

8.3 Any Member may appoint one or more persons to serve as the Alternate Director. Any such appointee shall meet the qualifications for office as a Director established in paragraph 8.2. The Alternate Director may attend any meeting of the Board of Directors and may vote as the Director in the absence of the Director from that Member or if there is a vacancy in the position of Director from that Member. The term of an Alternate Director shall be the same as the term of the Director from the appointing Member. Except as provided in paragraph 8.4, a person serving as Alternate Director shall serve until his or her term expires and thereafter until the successor is appointed.

8.4 All appointments of Directors and Alternate Directors shall be by ordinance or resolution of the corporate authorities of the appointing Member, a

certified copy of which shall be filed with the Secretary of the Agency. Should any Director or Alternate Director cease to serve as the President, Mayor, Chairman, elected member of the corporate authorities or chief administrative officer of the appointing member, that person shall simultaneously cease to serve as Director or Alternate Director of the Agency and the position shall be vacant. Any vacancy in the office of Director or Alternate Director shall be filled by appointment by the Member with respect to which the vacancy exists. Directors and Alternate Directors shall receive no compensation for their service in this capacity but may be reimbursed by the Agency for reasonable and necessary expenses incurred in performance of their duties.

8.5 The Board of Directors shall elect one Director to serve as Chairman and another Director to serve as Vice-Chairman. The Chairman shall preside at all meetings of the Board of Directors. The Vice-Chairman shall preside over meetings of the Board of Directors in the Chairman's absence. The Board of Directors shall elect other persons, who need not be Directors, to the positions of Secretary and Treasurer and may elect other persons, who need not be Directors, to such other offices as the Board shall determine. The

duties, terms of office, and manner of selection of the officers shall be prescribed in the By-Laws. The Board of Directors may provide that any officer of the Agency who is not a Director may be compensated for service in such capacity.

8.6 The Board of Directors shall determine the general policy of the Agency, shall approve the annual budget, shall make all appropriations (which may include appropriations made at any time in addition to those made in any annual appropriation document), shall determine the admission of additional Members, shall approve all Project Use Agreements, shall impose any charge on Members not provided for in a Project Use Agreement, shall adopt any ordinances or resolutions providing for the issuance of Bonds of the Agency, shall adopt the By-Laws, rules and regulations of the Agency, and shall exercise such powers of the Agency and perform such duties as may be prescribed in the Act, this Agreement or the By-Laws.

8.7 Except as a greater majority is otherwise provided in this Agreement or the By-Laws, actions required by law or by this Agreement to be taken by the Board of Directors shall be taken by an affirmative vote of a majority of the then Directors.

8.8 Upon the written request of any Director, any

matter with respect to the Agency shall be placed on the agenda of the Board of Directors.

8.9 There is established an Executive Committee of the Agency. The Executive Committee shall consist of 7 Directors if the Agency has fewer than 24 Members and 9 Directors if the Agency has 24 or more Members. In the event there are more than thirty Members, the Board of Directors may select additional Directors to serve on the Executive Committee. The Executive Committee shall be selected by vote of the Board of Directors of the Agency. The persons appointed to the Executive Committee shall include two persons who are Directors from Members having a population of more than 50,000 persons, provided that there are two Members having such population. Population shall be determined on the basis of the later of 1980 census or the most recent special census published by the United States Bureau of the Census and certified by the Member. The population qualification for service on the Executive Committee shall terminate on April 30, 1991. The terms of office of members of the Executive Committee shall be established in the By-laws. With the consent of the Member, a specified Alternate Director for that Member may be elected to the Executive Committee on behalf of that Member. The Executive Committee, by an affirmative

vote of a majority of the then Committee members, may take any action with respect to the Agency which the Board of Directors is authorized to take, except the Board of Directors shall have the sole authority to approve the annual budget, to make all appropriations, to adopt any ordinances or resolutions providing for the issuance of Bonds, to adopt rules, regulations and By-laws of the Agency, to admit additional Members, to approve all Project Use Agreements, to impose any charge on Members not provided for in a Project Use Agreement and to take such other action as may be reserved to it in the rules, regulations, By-laws or Ordinances of the Agency. Members of the Executive Committee shall not be compensated for their service in such capacity, but may be reimbursed for reasonable and necessary expenses incurred in performance of their duties.

Section 9. Rights and Responsibilities of Members.

9.1 The Board of Directors shall determine the costs to be paid by the respective Members as provided in this paragraph:

(a) With respect to capital costs of planning, acquiring, financing, constructing and equipping a Waste Project (or improvements or extensions to a Waste Project), the Agency may itself finance these costs from borrowed money or

retained amounts and it may enter into Project Use Agreements providing for the other party to the Project Use Agreement to make capital contributions and payments to the Agency (at the times specified by the Board of Directors and in proportionate shares as provided in the Project Use Agreement). No Project Use Agreement with a Member shall be executed by the Agency except upon authorization by an ordinance approved by an affirmative vote of 3/4 of the then Directors.

(b) With respect to annual costs of operation and maintenance of the Agency, the Board of Directors shall establish cost-sharing charges for Members based upon usage of the Waste Projects in amounts sufficient to provide the funds required by the annual budget to the extent that such costs are not anticipated to be paid from other revenues of the Agency. Such costs shall be provided for in the Project Use Agreement between the Agency and a Member. Notwithstanding the foregoing, by an affirmative vote of 3/4 of the then Directors, the Board of Directors may establish from time to time charges with respect to Members for the Agency's annual costs of operation and maintenance which may

be payable regardless of actual or estimated use of Waste Projects.

(c) Members shall appropriate their funds to pay their share of the costs of the Agency and to service their obligations related to the Agency. Members may use their credit, revenues and other resources, including the power to borrow money, to incur debt and to issue and sell bonds, if necessary, to pay such costs and service such obligations as they individually determine, unless otherwise provided for in a Project Use Agreement.

9.2(a) The Board of Directors may suspend the membership on the Board of Directors and the Executive Committee of any Member whose capital contributions and payments or charges for operation and maintenance due to the Agency, as determined by the Board of Directors as provided in this Agreement, have not been paid in full within sixty days after demand by the Agency. A Member under suspension shall have no power to make or second motions or to vote either as a Member or through its Director or Alternate Director, nor shall it be counted for the purposes of the establishment of a quorum or the determination of the vote needed to pass or approve any matter coming before the

Agency, the Board of Directors or the Executive Committee. A Member under suspension shall continue during its suspension to be responsible for its share of any unpaid contracts, debts and obligations incurred by the Agency. Upon payment of all amounts due the Agency under this Agreement, including those accrued during the suspension, a Member under suspension shall be reinstated to membership on the Board of Directors and the Executive Committee.

(b) The Agency may refuse access to a Waste Project to any Member whose contributions, payments and charges under this Agreement or any Project Use Agreement have not been paid within sixty days after billing by the Agency. Further, a reasonable penalty charge for late payments may be established and imposed by the Board of Directors.

9.3 The Agency shall not be liable for any liability or obligation incurred by any Member except as agreed by the Board of Directors or except pursuant to paragraph 7.3.

9.4 Any withdrawing Member shall remain liable with respect to any contracts, debts and obligations incurred by the Member with respect to the Agency prior to the date of withdrawal, including any costs imposed

on it as provided in paragraph 9.1. Further, a withdrawing Member shall pay to the Agency in full at the time of withdrawal from the Agency an amount determined by the Agency to be sufficient to pay any and all additional direct costs occasioned to the Agency by reason of a Member's withdrawal. Payment by a withdrawing Member to the Agency of all amounts due upon withdrawal shall be a condition precedent to withdrawal.

9.5 If withdrawal of one or more Member results in dissolution and termination of the Agency as required by Section 6, then the withdrawing Member shall participate in the dissolution of the Agency as set forth in paragraph 9.6.

9.6 Upon the termination and dissolution of the Agency:

(a) All liabilities and obligations of the Agency shall be paid, satisfied and discharged, or adequate provision made therefor;

(b) The assets of the Agency remaining after dissolution shall be distributed among the Members who had participated in the Agency within one year prior to such dissolution and termination as shall be determined by the Board of Directors, except as may be provided with respect to a Waste Project in a Project Use Agreement, after any setoff with

respect to the provision for payment of that Member's shares of its contracts, debts and obligations to the Agency.

Section 10. By-Laws.

The Board of Directors shall adopt By-Laws for the Agency which shall, among other matters, set forth provisions for the holding, notice, call and conduct of meetings of the Board of Directors and the Executive Committee, the adoption of annual budgets and appropriations, and the entering into of contracts and purchases by the Agency. The By-Laws may be adopted or amended only upon the affirmative vote of not less than 3/4 of the then Directors. The By-Laws may provide additional requirements and procedures with respect to amendment of the By-Laws.

Section 11. Amendment.

This Agreement may be amended by written agreement of all Members, authorized by ordinances adopted by their respective corporate authorities, certified copies of which shall be filed with the Secretary of the Agency. Promptly upon there being any amendment to this Agreement, the Secretary of the Agency shall cause a copy of the amendment to be filed in the office of the Illinois Secretary of State.

Section 12. Enforcement.

The Agency shall have the right to enforce this Agreement, the By-Laws, a Project Use Agreement or any other

agreement among or between the Agency and any one or more Members against any Member and to compel payment of contributions and charges as provided in this Agreement, the By-Laws, a Project Use Agreement or any other agreements. If suit is necessary to compel enforcement of provisions of this Agreement, the By-Laws, a Project Use Agreement or any other such agreement or to compel payment of contributions and charges of the Agency and the Agency prevails, the defaulting Member shall pay the Agency's reasonable legal fees and costs pertaining to the suit, in such amount as determined by the court.

Section 13. Effective Date.

This Agreement shall become effective upon execution at Closing (the "Effective Date"). Closing shall occur (i) on the later of April 15, 1988 or the date ten (10) days after ten Members have adopted and published ordinances authorizing execution of this Agreement or (ii) on such later date as the Original Members shall determine.

Section 14. Filing with Secretary of State.

Promptly upon this Agreement becoming effective, a copy of this Agreement shall be filed with the Illinois Secretary of State.

Section 15. Organization of the Agency.

Within thirty days after execution of this Agreement by a Member it shall make its appointments to the Board of Directors. Within sixty days of the effective date of this

Agreement the Board of Directors shall meet and as soon as may be practicable shall elect the Executive Committee and officers of the Agency and adopt such By-laws as may be appropriate.

Section 16. Non-Waiver.

Nothing in this Agreement shall be construed as a waiver of any power granted by law to a Member with respect to the location and operation of a Waste Project of the Agency within the corporate limits of the Member.

Section 17. Severability.

If any provision of this Agreement shall be held illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall not affect other provisions of this Agreement which can be given effect without the illegal, invalid or unenforceable provision and to this end, the provisions of this Agreement are severable.

IN WITNESS WHEREOF the signatories to this Agreement have caused it to be executed by their duly authorized officers on the dates specified below. This Agreement may be executed in counterparts.

Exhibit One

Eligible Municipalities under Agency Agreement
paragraphs 5.2 and 5.3(a)

Arlington Heights
Barrington
Buffalo Grove
Des Plaines
Elk Grove Village
Evanston
Glencoe
Glenview
Hanover Park
Hoffman Estates
Inverness
Kenilworth
Lincolnwood
Morton Grove
Mount Prospect
Niles
Northbrook
Northfield
Palatine
Park Ridge
Prospect Heights
Rolling Meadows
Roselle
Skokie
South Barrington
Wheeling
Wilmette
Winnetka

SOLID WASTE AGENCY OF NORTHERN COOK COUNTY

BY-LAWS

As amended January 11, 1995

Article I

GENERAL

These By-Laws, together with "An Agreement Establishing the Solid Waste Agency of Northern Cook County As A Municipal Joint Action Agency" (the "Agreement"), govern the function and the operation of the Solid Waste Agency of Northern Cook County (the "Agency").

Article II

BOARD OF DIRECTORS

1. Members and Powers. The Board of Directors of the Agency shall be comprised as provided in the Agreement and the By-Laws and shall exercise those powers specified in the Agreement and the By-Laws. If any Director ceases to serve as the President, Mayor, Chairman, elected member of the corporate authorities or chief administrative officer of the Member which appointed such person, becomes incapacitated or is otherwise removed as a Director by the corporate authorities of the appointing Member, that seat on the Board of Directors shall, subject to the provision for participation by Alternate Directors contained in Section 2 of this Article, be vacant until a successor is appointed by that Member. (For purposes of the By-Laws, "Member" shall have the same meaning as in the Agreement.)

2. Alternate Directors. The corporate authorities of any Member may, from time to time, select one or more Alternate Directors. Any such appointee shall meet the qualifications for office as a Director established under the Agreement and these By-Laws. Any Member selecting a Director or Alternate Director shall file with the Secretary of the Agency a certified copy of the ordinance or resolution designating its Director or Alternate Director. In the absence of any Director

at any meeting of the Board of Directors, an Alternate Director from the same Member may serve for all purposes as the Director from such Member.

3. Voting. Votes on matters considered by the Board of Directors may be cast only by the Directors or Alternate Directors in physical attendance at Board meetings. No proxy votes or absentee voting shall be permitted.

4. Election of Officers.

(a) The Board of Directors shall elect from among the Directors a Chairman of the Board of Directors and a Vice-Chairman of the Board of Directors. Such officers shall serve until the end of their term and thereafter until their respective successors are elected so long as any such officer shall also continue to be a Director pursuant to Section 8.2 of the Agreement. The term of office for those positions shall be two years. The term of the first persons elected as such officer will expire on April 30, 1990. In the absence of the Chairman of the Board of Directors or in the event of the Chairman's inability to act, the Vice-Chairman of the Board of Directors shall perform the duties of the Chairman, and when so acting, shall have all the powers of the Chairman. Upon the resignation or incapacity of any such officer or upon such person ceasing to be a Director, the Board of Directors shall elect one of the Directors to complete the term of office for that position.

(b) The Board of Directors shall select a person or persons, who need not be Directors, to the positions of Treasurer and Secretary. Such officers shall serve at the pleasure of the Board of Directors. Unless otherwise qualified as a Director or Alternate Director, the Treasurer or Secretary shall be given notice of all meetings of the Board of Directors and shall have the right to take part in the discussion of matters coming before the Board of Directors but shall have no vote.

(c) The Board of Directors may also, from time to time, by resolution create (and may subsequently discontinue) officer positions for the Agency in addition to those provided by the By-Laws. The Board of Directors shall determine the duties of such additional officers, which shall not conflict with the duties specifically given by the By-Laws to other officers. The Board of Directors shall determine the term of office and the method of selection and any compensation of such additional officers.

5. Rules. The Board of Directors may establish rules governing its own conduct and procedure. Questions of procedure for meetings of the Board of Directors which are not determined by its rules shall be governed by Robert's Rules of Order.

6. Compensation. No Director shall receive any compensation from the Agency for service as a Director (or as Chairman or Vice-Chairman of the Board of Directors) but Directors may be reimbursed for their actual expenses incurred with regard to Agency business and meetings.

7. Meetings.

(a) Regular meetings of the Board of Directors shall be held according to a schedule of meetings which the Board of Directors shall, from time to time, adopt. Regular meetings shall be held at least two times a year at times determined by the Board of Directors. The Chairman of the Board of Directors shall cause an agenda for the meeting to be provided to each of the other Directors and to each member of the Executive Committee. The business at the regular meetings may, pursuant to the rules governing the conduct and procedure of the Board of Directors, include items not specified in the agenda. At each regular meeting of the Board of Directors, the Executive Committee shall present a report of its activities and shall report on budget status and financial transactions including all disbursements of Agency funds occurring since the previous regular meeting.

(b) Special meetings of the Board of Directors may be called by its Chairman, by any four Directors (but not Alternate Directors), or by the Executive Committee. Written notice of special meetings shall be given at least two business days prior to such meetings to each Director and each member of the Executive Committee. The Notice shall include the time, date and location of the special meeting as well as an agenda specifying the subjects to be covered at the special meeting. The Notice shall be given by the person or persons calling the special meeting or, in the case of a meeting called by the Executive Committee, either its Chairman or the Secretary. Business conducted at special meetings shall be limited to those items specified in the agenda, except upon the consent of all the Directors then holding office (or in lieu of the consent of a Director absent at a meeting, the consent of the Alternate Director from that Municipality).

(c) All regular and special meetings shall be open to the public and public notice of such

meetings shall be given, in each case in the manner (and with such exceptions) as provided by the "Open Meetings Act" (Ill. Rev. Stat. ch. 102, §§ 41 - 46).

8. Quorum and Passage. A quorum for the transaction of all business by the Board of Directors shall consist of a majority of the Directors then holding office. No ordinance, resolution or other substantive matter shall be passed or approved by the Board of Directors except upon the affirmative vote of a majority of the Directors then holding office unless a greater majority is required pursuant to the Agreement of these By-Laws.

9. The Chairman of the Board of Directors. The Chairman of the Board of Directors shall preside at meetings of the Board of Directors. The Chairman shall also perform all duties specified for the Chairman in the By-Laws, all duties incident to the office of the Chairman of the Board of Directors and such other duties as may be prescribed by the Board of Directors from time to time, consistent with the Agreement and the By-Laws.

10. The Treasurer. The Treasurer shall have charge and custody of and be responsible for all funds and securities of the Agency and receive and give receipts for monies due and payable to the Agency from any source whatsoever. The Treasurer shall be responsible for depositing all such monies in the name of the Agency in such banks, trust companies or other depositories as shall be approved as depositories by the Board of Directors and shall make investments of funds not immediately required. No Director or officer of the Agency shall be liable for any loss of money so deposited which loss occurs by reason of any failure or default of the depository. All deposits and investments shall be subject to the supervision of the Executive Committee. The Treasurer, should he or she not be a Director or Alternate Director, may receive compensation for service as Treasurer, as authorized by the annual budget. The Treasurer shall give a bond for the faithful discharge of his or her duties, in such amount and with such surety or sureties as are approved by the Board of Directors.

11. The Secretary. The Secretary shall be responsible for keeping the books and records of the Agency and shall be responsible for the preparation and retention of minutes of all meetings of

the Board of Directors and the Executive Committee. The Secretary, should he or she not be a Director or Alternate Director, may receive compensation for service as Secretary, as authorized by the annual budget.

Article III

EXECUTIVE COMMITTEE

1. **Members and Powers.** The Executive Committee shall be comprised as provided in the Agreement and the By-Laws and shall exercise those powers specified in the Agreement and the By-Laws. The persons appointed to the Executive Committee shall include (i) at least three persons who are Presidents, Mayors or elected members of the corporate authorities of Members and (ii) at least three persons who are chief administrative officers of Members they represent. Notwithstanding the previous sentences, the term of the current members of the Executive Committee shall continue until April 30, 1993 and until his or her successor is elected. The term of three of the members of the Executive Committee appointed for terms commencing on December 1, 1994 shall continue until April 30, 1996 and until his or her successor is elected. Thereafter, those three Executive Committee seats shall be for two-year terms expiring on April 30th of even numbered years and until his or her successor is elected. The term of four of the members of the Executive Committee appointed for terms commencing on December 1, 1994 shall continue until April 30, 1997 and until his or her successor is elected. Thereafter, four Executive Committee seats shall be for two-year terms expiring on April 30th of odd numbered years. The members of the Executive Committee shall serve until the end of their term and thereafter until their respective successors are elected. If any member of the Executive Committee ceases to serve as the President, Mayor, Chairman, elected member of the corporate authorities or chief administrative officer of the Member which appointed such person, becomes incapacitated or is otherwise removed as a member of the Executive Committee by the Board of Directors, that seat on the Executive Committee shall be vacant until a successor is appointed by the Board of Directors.

2. Voting. Votes on the Executive Committee may be cast only by the members of the Committee in physical attendance at its meetings. No proxy votes or absentee voting shall be permitted.

3. Officers of the Executive Committee. The Executive Committee shall elect from among its members a Chairman and Vice-Chairman of the Executive Committee. Such officers shall serve until the end of their term and thereafter until their respective successors are elected. The term of office for those positions shall be two years. The terms of the first persons elected as such officers will expire on April 30, 1990. Upon the resignation or incapacity of any such officer or upon such person ceasing to be a voting member of the Executive Committee, the Board of Directors shall elect one of its members to complete the term of office for that position.

4. Rules. The Executive Committee may establish rules governing its own conduct and procedure. Questions of procedure for meetings of the Executive Committee which are not determined by its rules shall be governed by Robert's Rules of Order.

5. Compensation. No one serving on the Executive Committee shall receive compensation from the Agency for that service or for service as Chairman or Vice-Chairman of the Executive Committee. Members and officers may be reimbursed for their actual expenses incurred with regard to Agency business and meetings.

6. Meetings.

(a) Regular meetings of the Executive Committee shall be held according to a schedule of meetings which the Executive Committee shall, from time to time, adopt.

(b) Special meetings of the Executive Committee may be called by its Chairman or by any two members of the Executive Committee. Written notice of special meetings shall be given at least twenty-four hours before such meeting to each member of the Executive Committee. The notice shall include the time, date and location of the special meeting as well as an agenda specifying the subjects to be covered at the special meeting. The notice shall be given by the person or persons calling the meeting or by the Secretary of the Agency. Business conducted at special meetings shall

be limited to those items specified in the agenda, except upon the consent of all the voting members of the Executive Committee then holding office.

(c) All regular and special meetings of the Executive Committee shall be open to the public and public notice of such meetings shall be given, in each case in the manner (and with such exceptions) as provided by the "Open Meetings Act" " (Ill. Rev. Stat. ch. 102, ¶¶ 41 - 46).

7. Quorum and Passage. A quorum for the transaction of all business by the Executive Committee shall consist of a majority of the voting members then holding office. No resolution or other substantive matter shall be passed or approved by the Executive Committee except upon the affirmative vote of a majority of the voting members then holding office.

8. The Chairman of the Executive Committee. The Chairman of the Executive Committee shall preside at meetings of the Executive Committee and shall serve as the liaison between the Board of Directors and the Executive Committee. The Chairman of the Executive Committee shall also perform all duties specified in the By-Laws, all duties incident to this office and such other duties as may be prescribed by the Executive Committee consistent with the Agreement and the By-Laws. In the absence of the Chairman of the Executive Committee or in the event of the Chairman's inability to act, the Vice-Chairman of the Executive Committee shall perform the duties of the Chairman of the Executive Committee, and when so acting, shall have all the powers of the Chairman.

Article IV

BUDGET AND PURCHASES

1. Fiscal Year. The fiscal year of the Agency shall begin May 1 and end April 30.
2. Annual Budget and Appropriations. The Executive Director shall be responsible for preparation of a proposed combined budget and appropriations ordinance for the Agency. Copies of

the proposal shall be provided to the Directors and to the members of the Executive Committee. The Executive Committee shall review the proposed budget and appropriations ordinance and make any recommendations for change it determines appropriate. Following approval of a recommended budget and appropriations ordinance by the Executive Committee, copies shall be forwarded to the Board of Directors. The combined budget and appropriations ordinance shall be adopted by the Board of Directors before the beginning of the fiscal year, except that the combined budget and appropriations ordinance for the fiscal year 1989 shall be adopted as soon as practicable.

3. Expenditures. After adoption of the combined annual budget and appropriations ordinance by the Board of Directors, the Executive Committee and the officers of the Agency shall make only those expenditures which are authorized by the budget and appropriations ordinance and shall not contravene the provisions of the budget and appropriations ordinance without the approval of the Board of Directors.

Article V

AUDIT

The Board of Directors shall provide for an annual audit of the Agency to be made by an independent certified public accountant within 120 days after the end of each fiscal year. The books of the Agency shall be kept in accordance with generally accepted accounting principles. A copy of the annual audit report shall be delivered to each Member promptly upon its receipt by the Agency.

Article VI

PERSONNEL

Executive Director. The Executive Director shall be appointed by the Board of Directors under such

terms and conditions of employment as the Board shall determine. The Executive Director shall exercise such powers and responsibilities as shall be determined from time to time by the Board of Directors or by the Executive Committee.

Article VII

CONTRACTS AND PURCHASES, LOANS AND CHECKS

1. Contracts And Purchases. The Board of Directors may authorize any officer or officers of the Agency (including any officer of the Board of Directors or the Executive Committee) or agent or agents to enter into any contract or to execute and deliver any instrument in the name of and on behalf of the Agency. Such authority may be general or confined to specific instances, consistent in each case with the By-Laws and the Agreement. The Board of Directors may by resolution provide procedures for the entering into of contracts and making purchases of services, goods, equipment, supplies and facilities. The procedures may provide authority for the Board of Directors, officers of the Agency or the Executive Committee to approve contracts and purchases and may make such provision as the Board of Directors deems appropriate for public bidding for contracts and purchases. The Executive Committee shall approve payments required under any contract or purchase entered into by the Agency.

2. Loans. The Agency may borrow money only upon the approval of the Board of Directors.

3. Checks. All checks, drafts or other orders for the payment of money, notes or other evidence of indebtedness in the name of the Agency, shall be signed by such officer or officers (including any officer of the Board of Directors or the Executive Committee) or agent or agents of the Agency and in such manner as shall be provided by resolution of the Board of Directors.

Article VIII

NOTICES

Any notice or document required to be given under the Agreement or the By-Laws shall be deemed to be given, with respect to a Member, an officer of a Member, a Director or a member of the Executive Committee, if it is delivered or mailed to the principal office of that Member of the Member which appointed such person; and with respect to any other officer of the Agency if delivered or mailed to the principal office of the Agency. All notices shall be in writing. Any person or Member may waive any notice. Attendance by any person at a meeting is a waiver of notice of the meeting.

Article IX

AMENDMENT

Amendments to the By-Laws may be proposed by any Director or by any member of the Executive Committee. The amendment shall be submitted to each Director at least thirty days prior to the meeting of the Board of Directors at which the amendment is to be considered. The proposed amendment and the reasons for it shall be considered by the Board of Directors, along with the recommendations of the Executive Committee and any officer of the Agency. Concurrence of Directors equal to not less than a three-fourths vote of the then Directors shall be required to adopt any amendment to the By-Laws. No amendment shall cause the By-Laws to conflict with the Agreement.

Article X

EFFECTIVE DATE

The By-Laws shall become effective upon approval of the Board of Directors. Any amendment to the By-Laws shall take effect immediately upon its approval by the Board of Directors, unless the terms of the amendment otherwise provide.



Agenda Item Executive Summary

TITLE: Resolution No. R-46-2024: Approving a Funding Authorizing and Change Order No. 2 to the Contract with Maple Cable Construction Inc. for Directional Boring Work (Adoption)

PRESENTER: Nicholas Narhi

AGENDA DATE: May 7, 2024

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.

At the December 5, 2023, Village Council Meeting, Resolution No. R-103-2023, Approving Funding Authorizations and Change Order No. 1 to the contract with Maple Cable Construction, Inc. was adopted.

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, a contract was awarded to Maple Cable Construction, Inc. for the first year of directional boring services.

Staff is requesting approval to utilize Maple Cable Construction, Inc. for directional boring services during the second contract period of June 1, 2024 through May 31, 2025. The work performed during this period will be at the Year 2 unit prices from Bid No. 023-012 (Exhibit A).

At the December 5, 2023, Village Council Meeting, an initial 2024 funding authorization of \$395,818 for directional boring services during the period of January 1, 2024 through May 31, 2024 was approved. To date, staff has expended \$196,790 of directional boring work performed in 2024. Staff is requesting additional funding authorization in the amount of \$250,000 for work to be performed during the period of June 1, 2024 through December 31, 2024. With this authorization, the contract award for 2024 directional boring services would total \$645,818.

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.

Resolution No. R-46-2024, prepared by the Village Attorney, authorizes additional funding authorization for 2024 and Change Order No. 2 to the contract with Maple Cable Construction, Inc.

RECOMMENDATION:

Consider adoption of Resolution No. R-46-2024, a resolution approving Funding Authorization and Change Order No. 2 to the contract with Maple Cable Construction, Inc. for directional boring work.

ATTACHMENTS:

1. Resolution No. R-46-2024: Approving a Funding Authorizing and Change Order No. 2 to the Contract with Maple Cable Construction Inc.

RESOLUTION NO. R-46-2024

**A RESOLUTION APPROVING A FUNDING AUTHORIZATION AND CHANGE
ORDER NO. 2 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, on December 5, 2023, the Village Council approved Resolution R-103-2023, authorizing Change Order No. 1 to the Contract which approved additional funding authorizations; and

WHEREAS, the Village has been satisfied with the Contractor's previous performance and desires to authorize additional Work to be performed during the period of June 1, 2024 through May 31, 2025 pursuant to the pricing set forth in **Exhibit A** attached hereto and incorporated herein ("**Additional Work**"); and

WHEREAS, the Contractor has agreed to perform the Additional Work pursuant to a change order ("**Change Order No. 2**"); and

WHEREAS, the Village has allocated \$949,962 in its 2024 Electric Fund Budget for the Additional Work during the 2024 fiscal year ("**2024 Funding**"); and

WHEREAS, the Village desires to authorize the expenditure of an additional \$250,000 for the Additional Work to be performed during the period of June 1, 2024 – December 31, 2024 ("**Additional 2024 Funding**"); and

WHEREAS, the Village Council has determined that it is in the best interests of the Village and its residents to enter into Change Order No. 2 with Contractor and approve the Additional 2024 Funding; and

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

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

SECTION 2: APPROVAL OF ADDITIONAL 2024 FUNDING. The Village Council hereby approves the Additional 2024 Funding authorization for the Additional Work during the period of June 1, 2024 – December 31, 2024 in an amount not to exceed \$250,000.

SECTION 3: APPROVAL OF CHANGE ORDER NO. 2. The Village Council hereby approves Change Order No. 2 to authorize the Additional Work from the Contractor.

SECTION 4: 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, which shall be in a final form approved by the Village Manager.

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

ADOPTED this 7th day of May, 2024, pursuant to the following roll call vote:

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

Signed

Village President

Countersigned:

Village Clerk

EXHIBIT A

Pricing

EXHIBIT A

YEAR 2 - UNIT PRICES

		Maple Cable Construction Co		Utility Dynamics Corporation	
WORK PROCESS	3 YEAR AVERAGE	UNIT PRICE "A"	Ext Price A	UNIT PRICE "A"	Ext Price A
Start or End Pit: For 2" conduit	140	\$ 425.00	\$ 59,500.00	\$ 550.00	\$ 77,000.00
Start or End Pit: For 4" conduit	112	\$ 450.00	\$ 50,400.00	\$ 550.00	\$ 61,600.00
Start or End Pit: For 5" conduit	0	\$ 475.00	\$ -	\$ 550.00	\$ -
Start or End Pit: For 6" conduit	0	\$ 525.00	\$ -	\$ 550.00	\$ -
Test Holes In: Concrete	1	\$ 475.00	\$ 475.00	\$ 650.00	\$ 650.00
Test Holes In: Asphalt	10	\$ 475.00	\$ 4,750.00	\$ 650.00	\$ 6,500.00
Test Holes In: Parkway	226	\$ 290.00	\$ 65,443.33	\$ 250.00	\$ 56,416.67
Excavation for: Xfmr Pad 5'X5'X20"	1	\$ 200.00	\$ 133.33	\$ 325.00	\$ 216.67
Excavation for: Xfmr Pad 8'X8'X20"	0	\$ 230.00	\$ -	\$ 375.00	\$ -
Excavation for and Installation of: Xfmr Pad 5'X5'X20"	4	\$ 1,000.00	\$ 4,000.00	\$ 1,200.00	\$ 4,800.00
Excavation for and Installation of: Xfmr Pad 8'X8'X20"	2	\$ 1,050.00	\$ 2,100.00	\$ 1,400.00	\$ 2,800.00
Excavation for: Splice Box 28"X40"X30"	0	\$ 200.00	\$ 66.67	\$ 325.00	\$ 108.33
Excavation for: Splice Box 40"X50"X22"	1	\$ 210.00	\$ 210.00	\$ 375.00	\$ 375.00
Excavation for and Installation of: Splice Box 28"X40"X30"	12	\$ 450.00	\$ 5,250.00	\$ 550.00	\$ 6,416.67
Excavation for and Installation of: Splice Box 40"X50"X22"	6	\$ 550.00	\$ 3,300.00	\$ 650.00	\$ 3,900.00
Conduit/ft. (Material and Installation) 1 1/4" (Orange) w/ pull line	9362	\$ 8.00	\$ 74,893.33	\$ 6.00	\$ 56,170.00
Conduit/ft. (Material and Installation) 2"	5879	\$ 16.00	\$ 94,058.67	\$ 7.00	\$ 41,150.67
Conduit/ft. (Material and Installation) 4"	6572	\$ 25.00	\$ 164,291.67	\$ 14.00	\$ 92,003.33
Conduit/ft. (Material and Installation) 5"	0	\$ 28.00	\$ -	\$ 19.00	\$ -
Conduit/ft. (Material and Installation) 6"	0	\$ 30.00	\$ -	\$ 25.00	\$ -
Bore/Ream Size/ft. 3"	0	\$ 10.00	\$ -	\$ 11.00	\$ -
Bore/Ream Size/ft. 4"	1644	\$ 13.00	\$ 21,376.33	\$ 16.00	\$ 26,309.33
Bore/Ream Size/ft. 6"	4157	\$ 15.50	\$ 64,438.67	\$ 20.00	\$ 83,146.67
Bore/Ream Size/ft. 8"	4036	\$ 17.00	\$ 68,617.67	\$ 25.00	\$ 100,908.33
Bore/Ream Size/ft. 10"	1135	\$ 24.00	\$ 27,232.00	\$ 30.00	\$ 34,040.00
Bore/Ream Size/ft. 12"	204	\$ 25.00	\$ 5,108.33	\$ 34.00	\$ 6,947.33
Bore/Ream Size/ft. 14"	116	\$ 32.00	\$ 3,712.00	\$ 42.00	\$ 4,872.00
Bore/Ream Size/ft. 18"	93	\$ 44.00	\$ 4,106.67	\$ 50.00	\$ 4,666.67
Tie into Existing Manhole First Conduit	14	\$ 1,700.00	\$ 23,233.33	\$ 1,650.00	\$ 22,550.00
Tie into Existing Manhole Additional Conduits	14	\$ 400.00	\$ 5,600.00	\$ 550.00	\$ 7,700.00
Tie into Existing Splice Box First Conduit	26	\$ 425.00	\$ 11,191.67	\$ 1,300.00	\$ 34,233.33
Tie into Existing Splice Box Additional Conduits	0	\$ 40.00	\$ -	\$ 450.00	\$ -

E-Loc Couplings or Approved Equivalent (Material and Labor): 1 1/4"	26	\$ 12.00	\$ 312.00	\$ 20.00	\$ 520.00
E-Loc Couplings or Approved Equivalent (Material and Labor): 2"	17	\$ 16.00	\$ 277.33	\$ 23.00	\$ 398.67
E-Loc Couplings or Approved Equivalent (Material and Labor): 4"	64	\$ 32.00	\$ 2,048.00	\$ 46.00	\$ 2,944.00
E-Loc Couplings or Approved Equivalent (Material and Labor): 5"	0	\$ 34.00	\$ -	\$ 66.00	\$ -
E-Loc Couplings or Approved Equivalent (Material and Labor): 6"	0	\$ 38.00	\$ -	\$ 88.00	\$ -
Fusion Butt Splice (Material and Labor): 2"	0	\$ 225.00	\$ -	\$ 600.00	\$ -
Fusion Butt Splice (Material and Labor): 4"	0	\$ 275.00	\$ 91.67	\$ 700.00	\$ 233.33
Fusion Butt Splice (Material and Labor): 5"	0	\$ 325.00	\$ -	\$ 720.00	\$ -
Fusion Butt Splice (Material and Labor): 6"	0	\$ 375.00	\$ -	\$ 840.00	\$ -
2" – 18" Sweep 90° Bends (Material Only, Steel)	4	\$ 55.00	\$ 238.33	\$ 220.00	\$ 953.33
2" – 18" Sweep 90° Bends (Material Only, PVC)	3	\$ 24.00	\$ 80.00	\$ 60.00	\$ 200.00
2" – 18" Sweep 90° Bends (Installation Only)	6	\$ 26.00	\$ 164.67	\$ 60.00	\$ 380.00
2" – 24" Sweep 90° Bends (Material Only, Steel)	0	\$ 65.00	\$ -	\$ 250.00	\$ -
2" – 24" Sweep 90° Bends (Material Only, PVC)	1	\$ 25.00	\$ 33.33	\$ 60.00	\$ 80.00
2" – 24" Sweep 90° Bends (Installation Only)	2	\$ 45.00	\$ 105.00	\$ 60.00	\$ 140.00
2" 10' Steel Conduit w/coupling (Material Only)	5	\$ 150.00	\$ 800.00	\$ 135.00	\$ 720.00
2" 10' Steel Conduit w/coupling (Installation Only)	5	\$ 45.00	\$ 225.00	\$ 100.00	\$ 500.00
2" 10' PVC Conduit w/coupling (Material Only)	1	\$ 35.00	\$ 35.00	\$ 70.00	\$ 70.00
2" 10' PVC Conduit w/coupling (Installation Only)	1	\$ 35.00	\$ 46.67	\$ 60.00	\$ 80.00
4" – 24" Sweep 90° Bends (Material Only, Steel)	5	\$ 170.00	\$ 850.00	\$ 260.00	\$ 1,300.00
4" – 24" Sweep 90° Bends (Material Only, PVC)	28	\$ 50.00	\$ 1,400.00	\$ 70.00	\$ 1,960.00
4" – 24" Sweep 90° Bends (Installation Only)	34	\$ 45.00	\$ 1,515.00	\$ 90.00	\$ 3,030.00
4" – 36" Sweep 90° Bends (Material Only, Steel)	0	\$ 220.00	\$ -	\$ 440.00	\$ -
4" – 36" Sweep 90° Bends (Material Only, PVC)	21	\$ 65.00	\$ 1,365.00	\$ 90.00	\$ 1,890.00
4" – 36" Sweep 90° Bends (Installation Only)	21	\$ 85.00	\$ 1,785.00	\$ 110.00	\$ 2,310.00
4" 10' Steel Conduit w/coupling (Material Only)	12	\$ 300.00	\$ 3,600.00	\$ 330.00	\$ 3,960.00
4" 10' Steel Conduit w/coupling (Installation Only)	12	\$ 55.00	\$ 641.67	\$ 440.00	\$ 5,133.33
4" 10' PVC Conduit w/coupling (Material Only)	23	\$ 130.00	\$ 2,946.67	\$ 140.00	\$ 3,173.33

4" 10' PVC Conduit w/coupling (Installation Only)	23	\$ 30.00	\$ 690.00	\$ 140.00	\$ 3,220.00
5" – 36" Sweep 90° Bends (Material Only, Steel)	0	\$ 725.00	\$ -	\$ 770.00	\$ -
5" – 36" Sweep 90° Bends (Material Only, PVC)	0	\$ 160.00	\$ -	\$ 180.00	\$ -
5" – 36" Sweep 90° Bends (Installation Only)	0	\$ 30.00	\$ -	\$ 275.00	\$ -
5" – 48" Sweep 90° Bends (Material Only, Steel)	0	\$ 850.00	\$ -	\$ 1,000.00	\$ -
5" – 48" Sweep 90° Bends (Material Only, PVC)	0	\$ 210.00	\$ -	\$ 200.00	\$ -
5" – 48" Sweep 90° Bends (Installation Only)	0	\$ 30.00	\$ -	\$ 330.00	\$ -
5" 10' Steel Conduit w/coupling (Material Only)	0	\$ 500.00	\$ -	\$ 610.00	\$ -
5" 10' Steel Conduit w/coupling (Installation Only)	0	\$ 30.00	\$ -	\$ 440.00	\$ -
5" 10' PVC Conduit w/coupling (Material Only)	0	\$ 510.00	\$ -	\$ 165.00	\$ -
5" 10' PVC Conduit w/coupling (Installation Only)	0	\$ 30.00	\$ -	\$ 165.00	\$ -
6" – 48" Sweep 90° Bends (Material Only, Steel)	0	\$ 820.00	\$ -	\$ 1,000.00	\$ -
6" – 48" Sweep 90° Bends (Material Only, PVC)	0	\$ 240.00	\$ -	\$ 330.00	\$ -
6" – 48" Sweep 90° Bends (Installation Only)	0	\$ 30.00	\$ -	\$ 330.00	\$ -
6" – 60" Sweep 90° Bends (Material Only, Steel)	0	\$ 1,300.00	\$ -	\$ 1,570.00	\$ -
6" – 60" Sweep 90° Bends (Material Only, PVC)	0	\$ 200.00	\$ -	\$ 310.00	\$ -
6" – 60" Sweep 90° Bends (Installation Only)	0	\$ 30.00	\$ -	\$ 440.00	\$ -
6" 10' Steel Conduit w/coupling (Material Only)	0	\$ 600.00	\$ -	\$ 1,050.00	\$ -
6" 10' Steel Conduit w/coupling (Installation Only)	0	\$ 30.00	\$ -	\$ 550.00	\$ -
6" 10' PVC Conduit w/coupling (Material Only)	0	\$ 200.00	\$ -	\$ 440.00	\$ -
6" 10' PVC Conduit w/coupling (Installation Only)	0	\$ 30.00	\$ -	\$ 330.00	\$ -
2" Color Coded (Markup for red color or striped conduits, cost per foot)	0	\$ 1.70	\$ -	\$ 2.20	\$ -
4" Color Coded (Markup for red color or striped conduits, cost per foot)	324	\$ 1.70	\$ 550.23	\$ 4.50	\$ 1,456.50
5" Color Coded (Markup for red color or striped conduits, cost per foot)	0	\$ 1.70	\$ -	\$ 6.50	\$ -
6" Color Coded (Markup for red color or striped conduits, cost per foot)	0	\$ 1.70	\$ -	\$ 8.50	\$ -
Foreman Hourly Labor Rates:	187	\$ 155.00	\$ 28,933.33	\$ 180.00	\$ 33,600.00
Laborer Hourly Labor Rates:	547	\$ 125.00	\$ 68,416.67	\$ 155.00	\$ 84,836.67
Pickup Truck Hourly Equipment Rates:	350	\$ 45.00	\$ 15,750.00	\$ 35.00	\$ 12,250.00
Dump Truck Hourly Equipment Rates:	0	\$ 75.00	\$ -	\$ 55.00	\$ -

Mini Excavator w/trailer Hourly Equipment Rates:	172	\$ 65.00	\$ 11,180.00	\$ 55.00	\$ 9,460.00
Air Compressor Hourly Equipment Rates:	21	\$ 35.00	\$ 735.00	\$ 35.00	\$ 735.00
Install 4" steel pipe filled with concrete Traffic Ballards	0	\$ 650.00	\$ -	\$ 1,400.00	\$ -
		\$	908,304.23	\$	911,015.17



Agenda Item Executive Summary

TITLE: Resolution No. R-47-2024: Waiving Bidding Requirements and Awarding a Contract to Bosak Ford for the Purchase of a Vehicle (Adoption)

PRESENTER: Nicholas Narhi

AGENDA DATE: May 7, 2024

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

The 2024 Water & Electric Funds (520.60.01-630 & 500.40.01-630) contain funding in the combined amount of \$56,260 for the replacement of a 1997 Ford F350 used for metering and utility locating.

EXECUTIVE SUMMARY:

The Water & Electric Department's five-year capital plans propose the replacement of a 1997 Ford F-350 service body truck. This vehicle exceeds the Department's replacement plan based on age, physical condition and/or operational hours of the equipment. The proposed replacement vehicle is a 2023 Ford F-250 4x4 service body truck with similar equipment to the existing truck. This vehicle will be utilized in the fleet for meter replacements and utility locating.

The department has previously purchased fleet vehicles through the Northwest Municipal Purchasing Cooperative; however, this cooperative is not currently accepting orders for 2024 vehicles. Staff reached out to Bosak Ford in Chesterton, Indiana who had previously provided vehicles to the Village. Due to significant supply chain shortages, vehicles meeting the desired specifications have been difficult to locate, forcing the department to explore market options.

The preferred quoted vehicle from Bosak Ford is a 2023 Ford F-250 equipped with several important safety features, such as roll stability control, terrain management, four wheel anti-lock brakes, and brake assist system. The vehicle has a service body installed which will allow for storage and job flexibility. Bosak Ford quoted the vehicle at \$63,878.

Due to the inability to purchase vehicles through the cooperative and the significant supply chain shortages, the department is requesting approval to waive bidding requirements and authorize the purchase of a Ford F-250 from Bosak.

Staff would like to up-fit this vehicle with strobe lighting, a rear lift gate and bed lining. The estimated cost of this work is \$4,000 and will be issued under a separate contract. Accounts 520.60.01-630 & 500.40.01-630 currently have a combined surplus of \$31,586 due to other truck purchases coming in under budget. This surplus will be utilized towards additional funding needed to procure the Ford F250 and the up-fitting of this vehicle at a later date.

Staff proposes to seek approval from the Council to dispose of the existing vehicle through a separate council action at a later date. The vehicle will remain in service until the replacement vehicles are received and placed into service.

RECOMMENDATION:

Consider adopting Resolution No. R-47-2024: Waiving Bidding Requirements and Awarding a Contract to Bosak Ford for the Purchase of a Vehicle in an amount not to exceed \$63,878.

ATTACHMENTS:

1. Resolution No. R-47-2024: Waiving Bidding Requirements and Awarding a Contract to Bosak Ford for the Purchase of a Vehicle
2. Resolution No. R-47-2024: Client Proposal

RESOLUTION NO. R-47-2024

**A RESOLUTION WAIVING BIDDING REQUIREMENTS AND AWARDING A
CONTRACT TO BOSAK FORD
FOR THE PURCHASE OF A VEHICLE**

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 Water & Electric Department has identified the need to purchase one 2023 Ford F-250 (“*Vehicle*”); and

WHEREAS, due to supply chain issues and a shortage of vehicle inventories at car dealers, the competitive bidding process for the purchase of the Vehicle is not practical at this time; and

WHEREAS, Bosak Ford (“*Bosak*”) has one Vehicle in its available inventory for a total price of \$63,878; 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, Section IV.3.D of the Village's Purchasing Manual, and the Village's home rule authority; and (ii) enter into a purchase contract with Bosak for the purchase of the Vehicle;

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. WAIVER OF COMPETITIVE BIDDING. Pursuant to Section 4.12.010.C of the Village Code, 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 Vehicle.

SECTION 3. APPROVAL OF PURCHASE. The Village Council hereby approves the purchase by the Village of the Vehicle from Bosak, in the total amount of \$63,878.

SECTION 4. EXECUTION OF REQUIRED DOCUMENTATION. The Village Council authorizes and directs the Village President, the Village Manager, and the Village Clerk to execute and attest, respectively, on behalf of the Village, all documents approved by the Village Manager and necessary to purchase the Vehicle from Bosak in accordance with Section 3 of this Resolution.

SECTION 4. EFFECTIVE DATE. This Resolution will be in full force and effect from and after its passage and approval as provided by law.

ADOPTED this 7th day of May, 2024, pursuant to the following roll call vote:

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

Signed

Village President

Countersigned:

Village Clerk

Prepared for: Mr. Rob Arroyo, Village of Winnetka

2024 F-250 4x4 SD Super Cab 8' box 164" WB SRW XL (X2B)

Price Level: 425



Client Proposal

Prepared by:

Don Hadley

Office: 219-787-8600

Email: dhadley@bosakmail.com

Quote ID: WINNETKAF2

Date: 04/22/2024



Bosak Ford | 244 Melton Road, Chesterton, Indiana, 463049434

Office: 219-787-8600

Prepared for: Mr. Rob Arroyo

Village of Winnetka
Prepared by: Don Hadley
04/22/2024



Bosak Ford | 244 Melton Road Chesterton Indiana | 463049434

2024 F-250 4x4 SD Super Cab 8' box 164" WB SRW XL (X2B)

Price Level: 425 | Quote ID: WINNETKAF2

Table of Contents

Description	Page
Cover Page	1
Table of Contents	2
Selected Equip & Specs	3
Warranty	17
As Configured Vehicle	18
Pricing Summary - Single Vehicle	21
Window Sticker	22
Vehicle Dimension and Performance	25

Prepared for: Mr. Rob Arroyo

Village of Winnetka
Prepared by: Don Hadley
04/22/2024



Bosak Ford | 244 Melton Road Chesterton Indiana | 463049434

2024 F-250 4x4 SD Super Cab 8' box 164" WB SRW XL (X2B)

Price Level: 425 | Quote ID: WINNETKAF2

Selected Equip & Specs

Dimensions

- Conventional Capacity: 14,000 lbs.
- Fifth-wheel towing capacity: 13,800 lbs.
- Cargo box length: 98.1"
- Cargo box volume: 78.5 cu.ft.
- Cargo box max width: 66.9"
- Cargo box length feet: 8.0
- Vehicle body width: 80.0"
- Wheelbase: 164.0"
- Rear track: 67.2"
- Cab to axle: 56.1"
- Frame yield strength (psi): 50000.0
- Front bumper to back of cab: 146.3"
- Rear brake diameter: 14.3"
- Max interior rear cargo volume: 31.6 cu.ft.
- Headroom first-row: 40.8"
- Leg room first-row: 43.9"
- Shoulder room first-row: 66.7"
- Hip room first-row: 62.5"
- GCWR: 21,000 lbs.
- Gooseneck towing capacity: 13,900 lbs.
- Cargo box min width: 50.5"
- Pickup box depth: 21.1"
- Cargo box tailgate width: 60.5"
- Vehicle body length: 254.4"
- Vehicle body height: 81.4"
- Front track: 68.3"
- Vehicle turning radius: 27.1'
- Frame section modulus: 10.7 cu.in.
- Front bumper to front axle: 38.2"
- Front brake diameter: 14.3"
- Interior rear cargo volume with seats folded: 31.6 cu.ft.
- Total passenger volume: 116.0 cu.ft.
- Headroom second-row: 40.3"
- Leg room second-row: 33.5"
- Shoulder room second-row: 65.8"
- Hip room second-row: 64.7"

Powertrain

- 6.8L V-8 variable valve control, engine with 405HP
- Injection Type: sequential MPI
- Horsepower: 405 HP@5000 RPM
- * **Engine block heater**
- TorqShift 10-speed automatic
- Four-wheel drive
- All-speed ABS and driveline traction control
- Electronic transfer case shift
- Engine cylinders: V-8
- Spark ignition system
- Torque: 445 lb.-ft.@4000 RPM
- Radiator
- Part-time 4WD
- Recommended fuel: regular unleaded
- Auto locking hub control
- * **Driver selectable rear locking differential**

Fuel Economy and Emissions

- Gasoline secondary fuel type
- E85 additional fuel types
- Federal emissions

Suspension and Handling

- Firm ride suspension
- Heavy-duty rear shock absorbers
- Heavy-duty front shock absorbers

Driveability

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



2024 F-250 4x4 SD Super Cab 8' box 164" WB SRW XL (X2B)

Price Level: 425 | Quote ID: WINNETKAF2

Selected Equip & Specs (cont'd)

- 4-wheel disc brakes
- 4-wheel antilock (ABS) brakes
- Brake assist system
- Mono-beam rigid axle front suspension
- Front coil springs
- Leaf spring rear suspension
- Re-circulating ball steering
- Front and rear ventilated disc brakes
- Four channel ABS brakes
- Hill Start Assist
- Front anti-roll bar
- Rigid axle rear suspension
- Hydraulic power-assist steering system
- 2-wheel steering system

Body Exterior

- Trailer wiring harness
- * **Running boards**
- Standard style pickup box
- Clearcoat paint
- Black side window trim
- Black door handles
- * **Body-coloured front bumper rub strip**
- * **Chrome rear bumper**
- Black grille
- Manual extendable trailer mirrors
- Turn signal indicator in door mirrors
- Reverse opening right rear passenger door
- * **LT245/75RS17 AT BSW front and rear tires**
- Dynamic Hitch Assist back-up-to-hitch assist
- 4 doors
- Pickup bed-rail protectors
- Monotone paint
- Black windshield trim
- * **Chrome front bumper**
- 2 front tow hooks
- Rear bumper step
- Black door mirrors
- Convex spotter in driver and passenger side door mirrors
- Reverse opening left rear passenger door
- Tailgate
- 17 x 7.5-inch front and rear argent steel wheels

Convenience

- Power door locks with 2 stage unlocking
- All-in-one remote fob and ignition key
- Cruise control with steering wheel mounted controls
- Day/Night rearview mirror
- Integrated side steps
- Illuminated locking glove box
- Front beverage holders
- 8 beverage holders
- Dashboard storage
- PRND in IP
- * **Upfitter switches**
- Keyfob activated front door locks
- Power tailgate/rear door lock
- * **FordPass Connect smart device and keyfob vehicle start control**
- Power first-row windows
- Fixed rear windshield
- Illuminated glove box
- Rear beverage holders
- Instrument panel covered bin
- Retained accessory power
- Trip computer
- Over the air updates

Comfort

- Manual climate control
- Rear under seat climate control ducts
- Cabin air filter
- Cloth headliner material

Prepared for: Mr. Rob Arroyo

Village of Winnetka

Prepared by: Don Hadley

04/22/2024



Bosak Ford | 244 Melton Road Chesterton Indiana | 463049434

2024 F-250 4x4 SD Super Cab 8' box 164" WB SRW XL (X2B)

Price Level: 425 | Quote ID: WINNETKAF2

Selected Equip & Specs (cont'd)

- Full headliner coverage
- Full floor coverage
- Carpet rear seatback upholstery
- Manual telescopic steering wheel
- Full vinyl floor covering
- Vinyl rear seat upholstery
- Manual tilting steering wheel
- Urethane steering wheel

Seats and Trim

- Seating capacity: 6
- Split-bench front seat
- Front passenger seat with 4-way directional controls
- Manual front seat head restraint control
- Front seat armrest storage
- Manual driver seat fore/aft control
- Manual passenger seat fore/aft control
- Split-bench rear seat
- Manual driver seat lumbar
- 40-20-40 split-bench front seat
- Driver seat with 4-way directional controls
- Height adjustable front seat head restraints
- Front seat center armrest
- Manual reclining driver seat
- Manual reclining passenger seat
- Fixed rear seats
- Height adjustable rear seat head restraints
- Vinyl front seat upholstery

Entertainment Features

- 2 total number of 1st row displays
- Primary touchscreen display
- In-vehicle audio
- FM radio
- SYNC 4 external memory control
- Standard grade speakers
- SYNC 4 voice activated audio controls
- Bluetooth wireless audio streaming
- 8 inch primary LCD display
- AM/FM stereo radio
- AM radio
- Seek scan
- Speakers number: 4
- Steering wheel mounted audio controls
- Speed sensitive volume
- Fixed audio antenna

Lighting, Visibility and Instrumentation

- Digital/analog instrumentation display
- Trip odometer
- Compass
- Driver information center
- Tachometer
- Engine/electric motor temperature gauge
- Engine hour meter
- Aero-composite headlights
- Autolamp auto on/off headlight control
- Delay-off headlights
- Variable intermittent front windshield wipers
- Illuminated entry
- Daytime running lights
- High mounted center stop light
- Configurable instrumentation gauges
- In-radio display clock
- Exterior temperature display
- Gauge cluster display size (inches): 4.20
- Oil pressure gauge
- Transmission fluid temperature gauge
- Light tinted windows
- Halogen headlights
- Multiple enclosed headlights
- DRL preference setting
- Front reading lights
- Variable instrument panel light
- * **Front fog lights**
- Pickup box cargo light

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Prepared for: Mr. Rob Arroyo

Village of Winnetka
Prepared by: Don Hadley
04/22/2024



Bosak Ford | 244 Melton Road Chesterton Indiana | 463049434

2024 F-250 4x4 SD Super Cab 8' box 164" WB SRW XL (X2B)

Price Level: 425 | Quote ID: WINNETKAF2

Selected Equip & Specs (cont'd)

- Remote activated perimeter approach lighting
- Fade interior courtesy lights

Technology and Telematics

- SYNC 4 911 Assist emergency SOS system via mobile device
- Smart device wireless mirroring
- FordPass Connect 5G mobile hotspot internet access
- SYNC 4 handsfree wireless device connectivity
- FordPass App mobile app access
- 2 USB ports

Safety and Security

- Driver front impact airbag
- Safety Canopy System curtain first and second-row overhead airbags
- Seat mounted side impact front passenger airbag
- Rear seat center 3-point seatbelt
- SecuriLock immobilizer
- Rear mounted camera
- Seat mounted side impact driver airbag
- Cancellable front passenger air bag
- 6 airbags
- Front height adjustable seatbelts
- Remote panic alarm
- AdvanceTrac w/Roll Stability Control electronic stability control system with anti-roll

Dimensions

General Weights

Curb weight	6,466 lbs.	Rear curb weight	2,627 lbs.
GVWR	10,000 lbs.	Payload	3,457 lbs.

Trailing Weights

Fifth-wheel towing capacity	13,800 lbs.	Gooseneck towing capacity	13,900 lbs.
Conventional capacity	14,000 lbs.	GCWR	21,000 lbs.

Front Weights

Front curb weight	3,839 lbs.	* GAWR front	5,990 lbs.
Axle capacity front	6,000 lbs.	* Spring rating front	5,990 lbs.
Tire/wheel capacity front	6,390 lbs.		

Rear Weights

GAWR rear	6,340 lbs.	Axle capacity rear	7,280 lbs.
Spring rating rear	6,340 lbs.	Tire/wheel capacity rear	6,390 lbs.

Off Road

Min ground clearance	8.5"	Loading floor height	37.0 "
Approach angle	17.8	Departure angle	21.0

Exterior Measurements

Vehicle body length	254.4"	Vehicle body width	80.0"
Vehicle body height	81.4"	Wheelbase	164.0"

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Prepared for: Mr. Rob Arroyo

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04/22/2024



Bosak Ford | 244 Melton Road Chesterton Indiana | 463049434

2024 F-250 4x4 SD Super Cab 8' box 164" WB SRW XL (X2B)

Price Level: 425 | Quote ID: WINNETKAF2

Selected Equip & Specs (cont'd)

Cargo box length	98.1"	Front brake diameter	14.3"
Cargo box min width	50.5"	Rear brake diameter	14.3"
Cargo box volume	78.5 cu.ft.	Pickup box depth	21.1"
Cargo box max width	66.9"	Cargo box tailgate width	60.5"
Cargo box length feet	8.0	Front track	68.3"
Rear track	67.2"	Vehicle turning radius	27.1'
Cab to axle	56.1"	Frame section modulus	10.7 cu.in.
Frame yield strength (psi)	50000.0	Front bumper to front axle	38.2"
Front bumper to back of cab	146.3"		

Interior Measurements

Max interior rear cargo volume	31.6 cu.ft.	Interior rear cargo volume with seats folded	31.6 cu.ft.
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Interior Volume

Total passenger volume	116.0 cu.ft.
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Headroom

Headroom first-row	40.8"	Headroom second-row	40.3"
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Legroom

Leg room first-row	43.9"	Leg room second-row	33.5"
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Shoulder Room

Shoulder room first-row	66.7"	Shoulder room second-row	65.8"
-------------------------	-------	--------------------------	-------

Hip Room

Hip room first-row	62.5"	Hip room second-row	64.7"
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Powertrain

Engine

Engine 6.8L V-8 variable valve control, engine with 405HP	Valves per cylinder	2	
Engine cylinders	V-8	Injection type	sequential MPI
Engine location	Front mounted engine	Ignition	Spark ignition system
Engine mounting direction	Longitudinal mounted engine	Engine block material	Iron engine block
Cylinder head material	Aluminum cylinder head		

Engine Specs

Displacement	6.8L	cc	415 cu.in.
Bore	4.22"	Stroke	3.68"
Compression ratio	10.8	SAEJ1349	AUG2004 compliant

Engine Power

Horsepower	405 HP@5000 RPM	Torque	445 lb.-ft.@4000 RPM
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Prepared for: Mr. Rob Arroyo

Village of Winnetka

Prepared by: Don Hadley

04/22/2024



Bosak Ford | 244 Melton Road Chesterton Indiana | 463049434

2024 F-250 4x4 SD Super Cab 8' box 164" WB SRW XL (X2B)

Price Level: 425 | Quote ID: WINNETKAF2

Selected Equip & Specs (cont'd)*Alternator*

* Alternator amps **250A**
* Alternator rating **160A**

* Alternator type **Dual alternator**

Battery

* Battery amps **68Ah**
Battery rating **750CCA**

* Battery type **Dual lead acid battery**
Battery run down protection **Battery run down protection**

Engine Extras

* **Block heater** **Engine block heater**

Radiator **Radiator**

Transmission

Transmission **TorqShift 10-speed automatic**

Transmission electronic control **Transmission electronic control**

Overdrive transmission... **Overdrive transmission**

Lock-up transmission **Lock-up transmission**

First gear ratio **4.696**

Second gear ratio **2.985**

Third gear ratio **2.146**

Fourth gear ratio **1.769**

Fifth gear ratio **1.52**

Sixth gear ratio **1.275**

Reverse gear ratio **4.866**

Seventh gear ratio **1**

Eighth gear ratio **0.854**

Ninth gear ratio **0.689**

Tenth gear ratio **0.636**

Stall ratio **1.97**

Selectable mode transmission... **Selectable mode transmission**

Sequential shift control **SelectShift Sequential shift control**

Transmission oil cooler... **Transmission oil cooler**

Drive Type

4WD type **Part-time 4WD**

Drive type **Four-wheel drive**

Drivetrain

Axle ratio **3.73**

Exhaust

Tailpipe **Stainless steel single exhaust**

Fuel

Fuel type **regular unleaded**

Fuel Tank

Fuel tank capacity **34.00 gal.**

Drive Feature

Traction control **All-speed ABS and driveline traction control**

Locking hub control **Auto locking hub control**

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Mr. Rob Arroyo

Village of Winnetka

Prepared by: Don Hadley

04/22/2024



Bosak Ford | 244 Melton Road Chesterton Indiana | 463049434

2024 F-250 4x4 SD Super Cab 8' box 164" WB SRW XL (X2B)

Price Level: 425 | Quote ID: WINNETKAF2

Selected Equip & Specs (cont'd)

Transfer case Electronic transfer case shift

* Rear locking differential Driver selectable rear locking differential

Provisions

* Provisions Snow plow provisions

Fuel Economy and Emissions

Fuel Economy

Secondary fuel type Gasoline secondary fuel type

Emissions

Emissions Federal emissions

Fuel Economy (Alternate 1)

Additional fuel types ... E85 additional fuel types

Suspension and Handling

Suspension

Suspension Firm ride suspension

Front shock absorbers ... Heavy-duty front shock absorbers

Rear shock absorbers Heavy-duty rear shock absorbers

Driveability

Brakes

Brake type 4-wheel disc brakes

Ventilated brakes Front and rear ventilated disc brakes

ABS brakes Four channel ABS brakes

ABS brakes 4-wheel antilock (ABS) brakes

Brake Assistance

Hill start assist Hill Start Assist

Brake assist system Brake assist system

Front Suspension

Anti-roll bar front Front anti-roll bar

Suspension ride type front Mono-beam rigid axle front suspension

Front Spring

* HD front springs Heavy-duty front springs

Springs front Front coil springs

Rear Spring

Springs rear Rear leaf springs

Rear springs Heavy-duty rear springs

Rear Suspension

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Prepared for: Mr. Rob Arroyo

Village of Winnetka
Prepared by: Don Hadley
04/22/2024



Bosak Ford | 244 Melton Road Chesterton Indiana | 463049434

2024 F-250 4x4 SD Super Cab 8' box 164" WB SRW XL (X2B)

Price Level: 425 | Quote ID: WINNETKAF2

Selected Equip & Specs (cont'd)

Suspension type rear	Leaf spring rear suspension	Suspension ride type rear	Rigid axle rear suspension
Steering			
Steering	Hydraulic power-assist steering system	Steering type	Re-circulating ball steering
Steering type number of wheels	2-wheel steering system		

Exterior

Front Wheels

Front wheels diameter	17"	Front wheels width	7.5"
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Rear Wheels

Rear wheels diameter	17"	Rear wheels width	7.5"
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Front And Rear Wheels

Appearance	argent	Material	steel
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Front Tires

Aspect	75	Diameter	17"
Sidewalls	BSW	Speed	S
* Tread	AT	Type	LT
Width	245mm	Front wheel - RPM	649

Rear Tires

Aspect	75	Diameter	17"
Sidewalls	BSW	Speed	S
* Tread	AT	Type	LT
Width	245mm	Rear wheel - RPM	649

Body Exterior

Trailer

Towing capability	Trailer towing capability	Towing class	Class V tow rating
Towing hitch	Trailer hitch	Towing wiring harness	Trailer wiring harness
Towing brake controller	Trailer brake controller	Towing trailer sway	Trailer sway control

Exterior Features

Box style	Standard style pickup box	Number of doors	4 doors
* Running boards	Running boards		

Body

Body panels	Aluminum body panels with side impact beams
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Selected Equip & Specs (cont'd)

Mirrors

Convex spotter..... Convex spotter in driver and passenger side door mirrors
Turn signal in door mirrorsTurn signal indicator in door mirrors

Spare Tire

Spare tire.. Full-size spare tire with steel wheel
Spare tire location..... Crank-down spare tire

Tires

Front tires LT load rating E
Rear tires LT load rating E

Wheels

*Wheel covers Chrome hub wheel covers

Convenience

Door Locks

Door locks Power door locks with 2 stage unlocking
Keyfob door locks... Keyfob activated front door locks
All-in-one keyAll-in-one remote fob and ignition key
Tailgate control Power tailgate/rear door lock

Cruise Control

Cruise control..... Cruise control with steering wheel mounted controls

Key Fob Controls

*Fob remote vehicle controls..... FordPass Connect smart device and keyfob vehicle start control

Rear View Mirror

Day/Night rearview mirror Day/Night rearview mirror

Exterior Mirrors

Door mirrors Power door mirrors
Heated door mirrors Heated driver and passenger side door mirrors
Folding door mirrors Manual folding door mirrors

Front Side Windows

First-row windows Power first-row windows

Overhead Console

Overhead console Full overhead console
Overhead console storage Overhead console storage

Passenger Visor

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Selected Equip & Specs (cont'd)

Visor passenger mirror ... Passenger visor mirror

Power Outlets

12V power outlets 2 12V power outlets

* 120V AC power outlets 1 120V AC power outlet

Pickup Box

Boxside steps Integrated side steps

Rear Windshield

Rear windshield Fixed rear windshield

Storage

Number of beverage holders... 8 beverage holders
Beverage holders rear... Rear beverage holders
Illuminated glove box Illuminated glove box

Dashboard storage Dashboard storage

Beverage holders Front beverage holders
Glove box Illuminated locking glove box
Instrument panel storage Instrument panel covered bin

Windows Feature

One-touch up window Driver and passenger one-touch up windows

One-touch down window... Driver and passenger one-touch down windows

Windows Rear Side

Second-row windows Power second-row windows

Miscellaneous

Trip computer Trip computer
* **Upfitter switches** **Upfitter switches**
Over the air updates Over the air updates

PRND in IP PRND in IP
Accessory power Retained accessory power

Comfort

Climate Control

Climate control Manual climate control
Rear under seat ducts... Rear under seat climate control ducts

Cabin air filter Cabin air filter

Headliner

Headliner material Cloth headliner material

Headliner coverage Full headliner coverage

Floor Trim

Floor covering Full vinyl floor covering

Floor coverage Full floor coverage

Second-Row Seat Trim

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Price Level: 425 | Quote ID: WINNETKAF2

Selected Equip & Specs (cont'd)

Rear seat upholstery... Vinyl rear seat upholstery
Rear seatback upholstery... Carpet rear seatback upholstery

Steering Wheel

Steering wheel telescopic... Manual telescopic steering wheel
Steering wheel material Urethane steering wheel
Steering wheel tilt... Manual tilting steering wheel

Seats and Trim

Seat Capacity

Seating capacity... 6

Front Seats

Front seat type... Split-bench front seat
Driver seat fore/aft control... Manual driver seat fore/aft control
Split front seats 40-20-40 split-bench front seat
Passenger seat fore/aft control Manual passenger seat fore/aft control
Front head restraint control... Manual front seat head restraint control
Armrests front storage... Front seat armrest storage
Driver seat direction... Driver seat with 4-way directional controls
Passenger seat direction... Front passenger seat with 4-way directional controls
Reclining passenger seat... Manual reclining passenger seat
Front head restraints... Height adjustable front seat head restraints
Armrests front center... Front seat center armrest
Reclining driver seat Manual reclining driver seat

Rear Seats

Bench seats... Split-bench rear seat
Folding second-row seats... 60-40 folding rear seats
Rear seat folding position... Fold-up rear seat cushion
Rear head restraint control... Manual rear seat head restraint control
Rear seats fixed or removable... Fixed rear seats
Rear seat direction... Front facing rear seat
Rear head restraints Height adjustable rear seat head restraints
Number of rear head restraints... 3 rear seat head restraints

Lumbar Seats

Driver lumbar... Manual driver seat lumbar

Front Seat Trim

Front seat upholstery Vinyl front seat upholstery
Front seatback upholstery... Vinyl front seatback upholstery

Interior Accents

Interior accents... Chrome interior accents

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2024 F-250 4x4 SD Super Cab 8' box 164" WB SRW XL (X2B)

Price Level: 425 | Quote ID: WINNETKAF2

Selected Equip & Specs (cont'd)

Gearshifter Material

Gearshifter material Urethane gear shifter material

Entertainment Features

LCD Displays

Primary touchscreen display	Primary touchscreen display	Number of first-row LCD displays	2 total number of 1st row displays
LCD primary display size	8 inch primary LCD display		

Radio Features

External memory control	SYNC 4 external memory control	Seek scan	Seek scan
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Speakers

Speakers	Standard grade speakers	Speakers number	4
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Audio Features

Steering mounted audio control	Steering wheel mounted audio controls	Speed sensitive volume	Speed sensitive volume
Voice activated audio	SYNC 4 voice activated audio controls	Wireless streaming	Bluetooth wireless audio streaming

Lighting, Visibility and Instrumentation

Instrumentation

Trip odometer	Trip odometer	Instrumentation display	Digital/analog instrumentation display
Configurable instrumentation gauges	Configurable instrumentation gauges		

Instrumentation Displays

Temperature display	Exterior temperature display	Driver information center	Driver information center
Clock	In-radio display clock	Compass	Compass

Instrumentation Gauges

Tachometer	Tachometer	Oil pressure gauge	Oil pressure gauge
Transmission temperature gauge	Transmission fluid temperature gauge	Engine/electric motor temperature gauge	Engine/electric motor temperature gauge
Gauge cluster display size (inches)	4.20	Engine hour meter	Engine hour meter

Instrumentation Warnings

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2024 F-250 4x4 SD Super Cab 8' box 164" WB SRW XL (X2B)

Price Level: 425 | Quote ID: WINNETKAF2

Selected Equip & Specs (cont'd)

Engine temperature warning Engine temperature warning
Low fuel warning Low fuel warning
Battery charge warning Battery charge warning
Key in vehicle warning Key in vehicle warning
Service interval warningService interval indicator

Oil pressure warning Oil pressure warning
Low brake fluid warning Low brake fluid warning
Headlights on reminder Headlights on reminder
Door ajar warning Door ajar warning
Low tire pressure warning Tire specific low air pressure warning

Glass

Tinted windows Light tinted windows

Headlights

Headlights Halogen headlights
Auto headlights Autolamp auto on/off headlight control
Delay off headlights Delay-off headlights

Headlight type Aero-composite headlights
Multiple headlights Multiple enclosed headlights
DRL preference setting DRL preference setting

Front Windshield

Wipers Variable intermittent front windshield wipers

Interior Lighting

Illuminated entry Illuminated entry
Front reading lights Front reading lights

Variable panel light Variable instrument panel light

Lights

Running lights Daytime running lights
* Fog lights Front fog lights
Pickup box cargo light Pickup box cargo light

Interior courtesy lights Fade interior courtesy lights
High mount stop light High mounted center stop light
Perimeter approach lighting Remote activated perimeter approach lighting

Technology and Telematics

Connectivity

Handsfree SYNC 4 handsfree wireless device connectivity
Emergency SOS SYNC 4 911 Assist emergency SOS system via mobile device

Smart device integration Smart device wireless mirroring

Internet Access

Internet access FordPass Connect 5G mobile hotspot internet access

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2024 F-250 4x4 SD Super Cab 8' box 164" WB SRW XL (X2B)

Price Level: 425 | Quote ID: WINNETKAF2

Selected Equip & Specs (cont'd)

USB Ports

USB ports 2 USB ports

Safety and Security

Airbags

Front impact airbag driver Driver front impact airbag	Number of airbags 6 airbags
Front impact airbag passenger ... Cancellable front passenger air bag	Front side impact airbag driver Seat mounted side impact driver airbag
Front side impact airbag passenger. Seat mounted side impact front passenger airbag	Overhead airbags Safety Canopy System curtain first and second-row overhead airbags

Seatbelts

3-point seatbelt Rear seat center 3-point seatbelt	Height adjustable seatbelts Front height adjustable seatbelts
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Security System

Immobilizer SecuriLock immobilizer	Remote panic alarm Remote panic alarm
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Cameras

Rear camera Rear mounted camera

Traction Control

Electronic stability control AdvanceTrac w/Roll Stability Control electronic stability control system with anti-roll

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04/22/2024

Bosak Ford | 244 Melton Road Chesterton Indiana | 463049434

2024 F-250 4x4 SD Super Cab 8' box 164" WB SRW XL (X2B)

Price Level: 425 | Quote ID: WINNETKAF2

Warranty

Standard Warranty

Basic Warranty

Basic warranty 36 months/36,000 miles

Powertrain Warranty

Powertrain warranty 60 months/60,000 miles

Corrosion Perforation

Corrosion perforation warranty 60 months/unlimited

Roadside Assistance Warranty

Roadside warranty 60 months/60,000 miles

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Bosak Ford | 244 Melton Road Chesterton Indiana | 463049434

2024 F-250 4x4 SD Super Cab 8' box 164" WB SRW XL (X2B)

Price Level: 425 | Quote ID: WINNETKAF2

As Configured Vehicle

Code	Description	MSRP
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Base Vehicle

X2B	Base Vehicle Price (X2B)	\$50,305.00
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Packages

600A	Order Code 600A <i>Includes:</i> - Engine: 6.8L 2V DEVCT NA PFI V8 Gas Flex fuel. - Transmission: TorqShift-G 10-Speed Automatic Includes SelectShift and selectable drive modes: normal, eco, slippery roads, tow/haul and off-road. - GVWR: 10,000 lb Payload Package - Wheels: 17" Argent Painted Steel Includes painted hub covers/center ornaments. - HD Vinyl 40/20/40 Split Bench Seat Includes center armrest, cupholder, storage and driver's side manual lumbar. - Radio: AM/FM Stereo w/MP3 Player Includes 4 speakers. - SYNC 4 Includes 8" LCD capacitive touchscreen with swipe capability, wireless phone connection, cloud connected, AppLink with app catalog, 911 Assist, Apple CarPlay and Android Auto compatibility and digital owner's manual.	N/C
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Powertrain

99A	Engine: 6.8L 2V DEVCT NA PFI V8 Gas <i>Flex fuel.</i>	Included
44F	Transmission: TorqShift-G 10-Speed Automatic <i>Includes SelectShift and selectable drive modes: normal, eco, slippery roads, tow/haul and off-road.</i>	Included
X3E	Electronic-Locking w/3.73 Axle Ratio	\$430.00
STDGV	GVWR: 10,000 lb Payload Package	Included

Wheels & Tires

TBM	Tires: LT245/75Rx17E BSW A/T <i>Spare may not be the same as road tire.</i>	\$165.00
64A	Wheels: 17" Argent Painted Steel <i>Includes painted hub covers/center ornaments.</i>	Included

Seats & Seat Trim

A	HD Vinyl 40/20/40 Split Bench Seat	Included
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Bosak Ford | 244 Melton Road Chesterton Indiana | 463049434

2024 F-250 4x4 SD Super Cab 8' box 164" WB SRW XL (X2B)

Price Level: 425 | Quote ID: WINNETKAF2

As Configured Vehicle (cont'd)

Code	Description	MSRP
<i>Includes center armrest, cupholder, storage and driver's side manual lumbar.</i>		
Other Options		
164WB	164" Wheelbase	STD
PAINT	Monotone Paint Application	STD
STDRD	Radio: AM/FM Stereo w/MP3 Player <i>Includes 4 speakers.</i>	Included
	<i>Includes:</i> - SYNC 4 <i>Includes 8" LCD capacitive touchscreen with swipe capability, wireless phone connection, cloud connected, AppLink with app catalog, 911 Assist, Apple CarPlay and Android Auto compatibility and digital owner's manual.</i>	
96V	XL Chrome Package <i>Includes 4 pickup box tie-down plates.</i>	\$225.00
	<i>Includes:</i> - Bright Chrome Hub Covers & Center Ornaments - Chrome Front Bumper - Chrome Rear Step Bumper - Halogen Fog Lamps	
473	Snow Plow Prep Package <i>Includes computer selected springs for snowplow application. Note 1: Restrictions apply; see supplemental reference or body builders layout book for details. Note 2: May result in deterioration of ride quality when vehicle is not equipped with snowplow. Note 3: Dual battery (86M) recommended with 6.8L or 7.3L gasoline engines; see body builders layout book for details.</i>	\$250.00
	<i>Includes:</i> - 190 Amp Alternator	
41H	Engine Block Heater <i>Includes grille cover.</i>	\$190.00
86M	Dual 68 AH/65 AGM Batteries	\$210.00
67D	190 Amp Alternator	Included
67B	410 Amp Dual Alternators <i>Includes 250 Amp + 160 Amp.</i>	\$115.00
18B	Platform Running Boards	\$445.00
43C	120V/400W Outlet <i>Includes 1 in-dash mounted outlet.</i>	\$175.00
76S	Remote Start System	\$250.00
66S	Upfitter Switches (6) <i>Located in overhead console.</i>	\$165.00

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Price Level: 425 | Quote ID: WINNETKAF2

As Configured Vehicle (cont'd)

Code	Description	MSRP
Fleet Options		
WARANT	Fleet Customer Powertrain Limited Warranty Requires valid FIN code. <i>Ford is increasing the 5-year 60,000-mile limited powertrain warranty to 5-years, 100,000 miles. Only Fleet purchasers with a valid Fleet Identification Number (FIN code) will receive the extended warranty. When the sale is entered into the sales reporting system with a sales type fleet along with a valid FIN code, the warranty extension will automatically be added to the vehicle. The extension will stay with the vehicle even if it is subsequently sold to a non-fleet customer before the expiration. This extension applies to both gas and diesel powertrains. Dealers can check for the warranty extension on eligible fleet vehicles in OASIS. Please refer to the Warranty and Policy Manual section 3.13.00 Gas Engine Commercial Warranty. This change will also be reflected in the printed Warranty Guided distributed with the purchase of every new vehicle.</i>	N/C
Emissions		
425	50-State Emissions System	STD
Exterior Color		
Z1_01	Oxford White	N/C
Interior Color		
AS_03	Medium Dark Slate w/HD Vinyl 40/20/40 Split Bench Seat	N/C
SUBTOTAL		\$52,925.00
Destination Charge		\$1,995.00
TOTAL		\$54,920.00

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2024 F-250 4x4 SD Super Cab 8' box 164" WB SRW XL (X2B)

Price Level: 425 | Quote ID: WINNETKAF2

Pricing Summary - Single Vehicle

	MSRP
<i>Vehicle Pricing</i>	
Base Vehicle Price	\$50,305.00
Options	\$2,620.00
Colors	\$0.00
Upfitting	\$0.00
Fleet Discount	\$0.00
Fuel Charge	\$0.00
Destination Charge	\$1,995.00
Subtotal	\$54,920.00

Pre-Tax Adjustments

Code	Description	MSRP
Bosak Discount	Bosak Discount and Fleet Incentive	-\$3,190.00
Monroe S-Series	98" Steel ServicePro Body with Manual Master Locking	\$12,148.00
<i>48.5" Load Space A60 Galvanized Diamond Plate Floor Stainless Steel Rotary Paddle Latches & Bolt on Door Hinges Nitrogen Gas Strut Door Holders Adjustable Compartment Tray and Shelves Step Mate Bumper System With Integrated Steps and Grab Handles (1) Pair All-in-One LED Stop/Turn/Tail/Backup Lights</i>		
Total		\$63,878.00

Customer Signature

Acceptance Date

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2024 F-250 4x4 SD Super Cab 8' box 164" WB SRW XL (X2B)

Price Level: 425 | Quote ID: WINNETKAF2

Major Equipment

(Based on selected options, shown at right)

TorqShift 10-speed automatic

* Running boards

* Class V tow rating

* LT245/75RS17 AT BSW front and rear tires

* Lock-up transmission

* Alternator Amps: 250A

* All-speed ABS and driveline traction control

* Battery rating: 750CCA

* Battery run down protection

* Engine block heater

* 8 inch primary LCD display

* Bluetooth wireless audio streaming

* Seek scan

* Vehicle body length: 254.4"

* Cab to axle: 56.1"

* Tire/wheel capacity rear: 6,390 lbs.

* Spring rating front: 5,990 lbs.

* Trip computer

* Heated driver and passenger side door mirrors

* DRL preference setting

Exterior: Oxford White

Interior: Medium Dark Slate w/HD Vinyl
40/20/40 Split Bench Seat

* 17 x 7.5-inch front and rear argent steel wheels

* Front tires LT load rating: E

* Overdrive transmission

* Transmission electronic control

* Stainless steel single exhaust

* Driver selectable rear locking differential

* Dual lead acid battery

* Injection Type: sequential MPI

* Fuel tank capacity: 34.00 gal.

* Steering wheel mounted audio controls

* AM/FM stereo radio

* SYNC 4 external memory control

* Wheelbase: 164.0"

* Axle capacity rear: 7,280 lbs.

* Axle capacity front: 6,000 lbs.

* Firm ride suspension

* Power door mirrors

* Manual folding door mirrors

* Daytime running lights

As Configured Vehicle

MSRP

STANDARD VEHICLE PRICE \$50,305.00

Order Code 600A N/C

Engine: 6.8L 2V DEVCT NA PFI V8 Gas Included

Transmission: TorqShift-G 10-Speed Automatic Included

GVWR: 10,000 lb Payload Package Included

Wheels: 17" Argent Painted Steel Included

HD Vinyl 40/20/40 Split Bench Seat Included

164" Wheelbase STD

Monotone Paint Application STD

Radio: AM/FM Stereo w/MP3 Player Included

Fleet Customer Powertrain Limited Warranty N/C

50-State Emissions System STD

SYNC 4 Included

Oxford White N/C

Medium Dark Slate w/HD Vinyl 40/20/40 Split Bench Seat N/C

Tires: LT245/75Rx17E BSW A/T \$165.00

Electronic-Locking w/3.73 Axle Ratio \$430.00

Platform Running Boards \$445.00

Engine Block Heater \$190.00

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2024 F-250 4x4 SD Super Cab 8' box 164" WB SRW XL (X2B)

Price Level: 425 | Quote ID: WINNETKAF2

Major Equipment

* Light tinted windows	* Variable intermittent front windshield wipers
* AdvanceTrac w/Roll Stability Control electronic stability control system with anti-roll	* Driver front impact airbag
* Seat mounted side impact driver airbag	* Cancellable front passenger air bag
* Seat mounted side impact front passenger airbag	* 6 airbags
* SecuriLock immobilizer	* Manual climate control
* Rear under seat climate control ducts	* Fixed rear seats
* 60-40 folding rear seats	* Split-bench rear seat
* Front facing rear seat	* Fold-up rear seat cushion
* Height adjustable rear seat head restraints	* Manual rear seat head restraint control
* 3 rear seat head restraints	* 40-20-40 split-bench front seat
* Split-bench front seat	* Driver seat with 4-way directional controls
* Front passenger seat with 4-way directional controls	* Height adjustable front seat head restraints
* Manual front seat head restraint control	* Front seat center armrest
* Front seat armrest storage	* Manual reclining driver seat
* Manual driver seat fore/aft control	* Manual reclining passenger seat
* Manual passenger seat fore/aft control	* Vinyl front seat upholstery
* Vinyl front seatback upholstery	* Manual driver seat lumbar
* 4-wheel disc brakes	* 4-wheel antilock (ABS) brakes
* Brake assist system	* Hill Start Assist

As Configured Vehicle

MSRP

120V/400W Outlet	\$175.00
410 Amp Dual Alternators	\$115.00
Dual 68 AH/65 AGM Batteries	\$210.00
190 Amp Alternator	Included
Snow Plow Prep Package	\$250.00
Upfitter Switches (6)	\$165.00
Remote Start System	\$250.00
XL Chrome Package	\$225.00
Bright Chrome Hub Covers & Center Ornaments	Included
Chrome Front Bumper	Included
Chrome Rear Step Bumper	Included
Halogen Fog Lamps	Included
SUBTOTAL	\$52,925.00
Destination Charge	\$1,995.00
TOTAL	\$54,920.00

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2024 F-250 4x4 SD Super Cab 8' box 164" WB SRW XL (X2B)

Price Level: 425 | Quote ID: WINNETKAF2

Fuel Economy

City
N/A



Hwy
N/A

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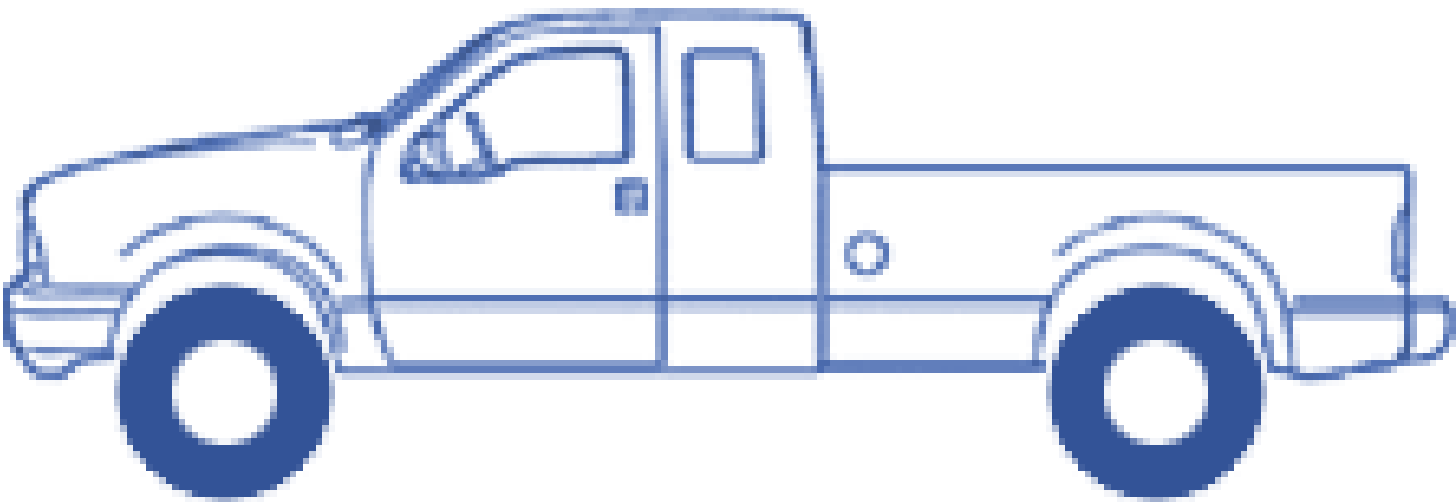
Bosak Ford | 244 Melton Road Chesterton Indiana | 463049434

2024 F-250 4x4 SD Super Cab 8' box 164" WB SRW XL (X2B)

Price Level: 425 | Quote ID: WINNETKAF2

Vehicle Dimension and Performance Summary

Performance predictions in this report represent an estimate of vehicle performance based on standard operating conditions. Variations in customer equipment, load configuration, ambient conditions, and/or operator driving techniques can cause significant variations in vehicle performance. These values are not representative of results that may be shown in actual dynamometer tests. This report should therefore be used as a guide for comparative vehicle performance.



Light Duty

GVWR 10,000 lbs

GVW Totals

1 Payload - (Added Equipment) 0 lbs

Occupants Weight 900 lbs

Curb Weight (as configured) 6,466 lbs

TOTAL 7,366 lbs

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Mr. Rob Arroyo

Village of Winnetka
Prepared by: Don Hadley
04/22/2024



Bosak Ford | 244 Melton Road Chesterton Indiana | 463049434

2024 F-250 4x4 SD Super Cab 8' box 164" WB SRW XL (X2B)

Price Level: 425 | Quote ID: WINNETKAF2

Vehicle Dimension and Performance Summary (cont'd)

Payload	3,457 lbs
Useable Payload	2,557 lbs

Maximum payload capabilities are for properly equipped vehicles with required equipment and vary based on vehicle configuration, accessories, and option content.

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Agenda Item Executive Summary

TITLE: Resolution No. R-48-2024: Waiving the Bidding Requirements for the Purchase of Bulk Rock Salt and Approving a Purchase Order with Morton Salt, Inc. (Adoption)

PRESENTER: Tom Powers

AGENDA DATE: May 7, 2024

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

The Village annually budgets for the purchase of bulk rock salt for snow and ice control operations.

EXECUTIVE SUMMARY:

As part of its on-going responsibilities, the Public Works Department procures bulk rock salt for use in snow and ice control operations. Salt lowers the freezing temperature of water and helps minimize ice accumulations on roadways. Due to the limited quantities the Village typically utilizes, salt is purchased through a joint bidding process to achieve a better economy of scale.

In March, the Village joined 63 other local units of government in a combined bid for the 2024-25 winter season. The Lake County Department of Transportation was the lead agency that prepared the bids and negotiated pricing on behalf of the group. As part of this, each agency prepares its anticipated quantities for the coming season and utilizes a uniform set of specifications for salt purchase and delivery.

On Tuesday, April 16, Lake County received a total of three bids. The low-bidder for the Village was from Morton Salt, Inc. for a proposed price of \$85.19 per ton. This represents a 2% increase over the prior year's prices. This pricing is available through November 30, 2025 with the option to renew for one additional year based on the vendor's performance.

In prior years, the Village has utilized 1,445 tons of salt per year on average. However, the last few years have been exceptionally mild, with roughly 380 tons being used during the 2023-24 winter season alone. Staff estimates that the Village will have roughly 1,500 tons on hand at the end of the season. For that reason, a significantly lower amount was requested of 500 tons during the bidding process.

The annual salt purchase contract is unique in that each participant may elect to purchase no less than 80% of the estimated quantities and no more than 120% at the same purchase price. Staff currently believes a purchase of 400 tons (80%) of the Village's estimated quantities will be sufficient given product on hand. The total cost for that purchase would be \$34,076. It is important to remember that the Village would have the option of buying up to 120% of the estimated quantities at the same unit price. In such a case, staff would return to Village Council for authorization and spending authority.

Since the annual winter season spans two budgetary cycles and the contract is timed to sync with the winter cycle, Village Council is approving the purchase of salt for fiscal year 2025 by approving this item. Staff will include \$34,076 in the Fiscal Year 2025 budget for this expense.

RECOMMENDATION:

Consider adopting Resolution No. R-48-2024 waiving the bidding requirements for the purchase of bulk rock salt and approving a purchase order for the purchase of rock salt from Morton Salt, Inc. and authorize the Village Manager to execute the renewal option.

ATTACHMENTS:

1. Resolution No. R-48-2024: Waiving the Bidding Requirements for the Purchase of Bulk Rock Salt and Approving a Purchase Order with Morton Salt, Inc.
2. 2025 Rock Salt Purchase Bid Summary

RESOLUTION NO. R-48-2024

**A RESOLUTION WAIVING THE BIDDING REQUIREMENTS
FOR THE PURCHASE OF BULK ROCK SALT AND
APPROVING A PURCHASE ORDER WITH MORTON SALT, INC.**

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

WHEREAS, Article VII, Section 10 of the 1970 Illinois Constitution and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*, authorize and encourage intergovernmental cooperation; and

WHEREAS, the Village has appropriated funds for the procurement of 400 tons of bulk rock salt ("***Product***"); and

WHEREAS, the Village participated in a joint request for proposals prepared by the Lake County Department of Transportation with other local government units ("***Lake County Group***"), which group jointly requested bids for the purchase of the Product; and

WHEREAS, the Lake County Group received three bids for the purchase and sale of the Product and opened the bids on April 16, 2024; and

WHEREAS, pursuant to Chapter 4.12 of the Village Code and the Village's purchasing manual, the Village Council determined that Morton Salt, Inc. ("***Vendor***"), was the lowest responsible bidder for the purchase of the Product and the Village has been satisfied with the Product provided by the Vendor under prior contracts; and

WHEREAS, the Village Council desires to approve a purchase order from Vendor to purchase the Product at the unit price of \$89.15 per ton and in a total amount not to exceed \$34,076 ("***Purchase Order***"); and

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

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

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

SECTION 2: WAIVER OF COMPETITIVE BIDDING. Pursuant to 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 Product.

SECTION 3: APPROVAL OF PURCHASE ORDER. The Village Council approves the Purchase Order 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 Vendor; provided, however, that if the Village Manager does not receive two executed copies of the final Purchase Order from 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: AUTHORIZATION TO EXERCISE OPTION TO EXTEND. The Village Council hereby authorizes the Village Manager to exercise, on behalf of the Village, the renewal option of the Purchase Order (“*Extension*”) for one additional year if: (a) the Village Manager determines, in their discretion, that the Extension is favorable to the Village; and (b) the Extension is substantially similar to the extensions set forth in the Purchase Order. This Resolution is not to be deemed or interpreted as obligating the Village Manager to execute the Extension.

SECTION 6: EFFECTIVE DATE. This Resolution shall be in full force and effect from and after its passage and approval according to law.

ADOPTED this 7th day of May, 2024, pursuant to the following roll call vote:

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

Signed

Village President

Countersigned:

Village Clerk



Project: 2025 PATROL I MAINTENANCE - ROCK SALT

Section: 25-00000-05-GM

Description: FURNISH AND DELIVER ROCK SALT

CPMS Pin: B-01604

Let Date: 4/16/2024

Summary of Bids Received

Bidder	Address	City, State, Zip	Bond/Check
Salt Xchange Inc.	P.O. Box 95	Eola, IL 60519	Bid Bond
Compass Minerals America, Inc.	9900 W. 109th Street, Suite 100	Overland Park, KS 66210	Bid Bond
Morton Salt, Inc.	444 w. Lake Street, Suite 2900	Chicago, IL 60606	Bid Bond

THE LOW BIDS FOR EACH AGENCY, (80%-120%, 120% - 150% & EARLY DELIVERY) ARE HIGHLIGHTED Early Delivery unit price is for delivery between July 15, 2024 and November 1, 2024; 80% - 120% unit price & 120% - 150% unit price are for delivery after November 1, 2024.							
	UNIT OF GOVERNMENT	UNITS	QUANTITY		Salt Xchange Inc.	Compass Minerals America, Inc.	Morton Salt, Inc.
Lake County							
1	Lake County Division of Transportation	TONS	14,000	80% - 120% UNIT PRICE 120% - 150% UNIT PRICE EARLY DELIVERY UNIT PRICE	No Bid	\$ 85.21 \$ 95.21 \$ 85.21	\$ 84.90 \$ 94.90 \$ 84.90
2	Lake County Forest Preserve District	TONS	250	80% - 120% UNIT PRICE 120% - 150% UNIT PRICE EARLY DELIVERY UNIT PRICE	No Bid	\$ 84.55 \$ 94.55 \$ 84.55	\$ 84.23 \$ 94.23 \$ 84.23
Lake County Townships							
3	Antioch Township	TONS	2,000	80% - 120% UNIT PRICE 120% - 150% UNIT PRICE EARLY DELIVERY UNIT PRICE	No Bid	\$ 83.56 \$ 93.56 \$ 83.56	\$ 83.25 \$ 93.25 \$ 83.25
4	Avon Township	TONS	400	80% - 120% UNIT PRICE 120% - 150% UNIT PRICE EARLY DELIVERY UNIT PRICE	No Bid	\$ 85.51 \$ 95.51 \$ 85.51	\$ 85.19 \$ 95.19 \$ 85.19
5	Ela Township	TONS	750	80% - 120% UNIT PRICE 120% - 150% UNIT PRICE EARLY DELIVERY UNIT PRICE	No Bid	\$ 85.61 \$ 95.61 \$ 85.61	\$ 85.29 \$ 95.29 \$ 85.29

	UNIT OF GOVERNMENT	UNITS	QUANTITY		Salt Xchange Inc.	Compass Minerals America, Inc.	Morton Salt, Inc.
Lake County Townships (continued)							
6	Fremont Township	TONS	400	80% - 120% UNIT PRICE 120% - 150% UNIT PRICE EARLY DELIVERY UNIT PRICE	No Bid	\$ 85.58 \$ 95.58 \$ 85.58	\$ 85.26 \$ 95.26 \$ 85.26
7	Grant Township	TONS	1,300	80% - 120% UNIT PRICE 120% - 150% UNIT PRICE EARLY DELIVERY UNIT PRICE	No Bid	\$ 85.51 \$ 95.51 \$ 85.51	\$ 85.19 \$ 95.19 \$ 85.19
8	Lake Villa Township	TONS	1,200	80% - 120% UNIT PRICE 120% - 150% UNIT PRICE EARLY DELIVERY UNIT PRICE	No Bid	\$ 84.55 \$ 94.55 \$ 84.55	\$ 84.23 \$ 94.23 \$ 84.23
9	Libertyville Township Road District	TONS	700	80% - 120% UNIT PRICE 120% - 150% UNIT PRICE EARLY DELIVERY UNIT PRICE	No Bid	\$ 85.21 \$ 95.21 \$ 85.21	\$ 84.90 \$ 94.90 \$ 84.90
10	Newport Township	TONS	200	80% - 120% UNIT PRICE 120% - 150% UNIT PRICE EARLY DELIVERY UNIT PRICE	No Bid	\$ 88.77 \$ 98.77 \$ 88.77	\$ 86.71 \$ 96.71 \$ 86.71
11	Vernon Township	TONS	200	80% - 120% UNIT PRICE 120% - 150% UNIT PRICE EARLY DELIVERY UNIT PRICE	No Bid	\$ 91.23 \$ 101.23 \$ 91.23	\$ 90.00 \$ 100.00 \$ 90.00

	UNIT OF GOVERNMENT	UNITS	QUANTITY		Salt Xchange Inc.	Compass Minerals America, Inc.	Morton Salt, Inc.
Lake County Communities							
12	Warren Township	TONS	3,000	80% - 120% UNIT PRICE 120% - 150% UNIT PRICE EARLY DELIVERY UNIT PRICE	No Bid	\$ 84.36 \$ 94.36 \$ 84.36	\$ 84.05 \$ 94.05 \$ 84.05
13	Wauconda Township	TONS	700	80% - 120% UNIT PRICE 120% - 150% UNIT PRICE EARLY DELIVERY UNIT PRICE	No Bid	\$ 86.38 \$ 96.38 \$ 86.38	\$ 86.05 \$ 96.05 \$ 86.05
14	Village of Antioch	TONS	900	80% - 120% UNIT PRICE 120% - 150% UNIT PRICE EARLY DELIVERY UNIT PRICE	No Bid	\$ 83.56 \$ 93.56 \$ 83.56	\$ 83.25 \$ 93.25 \$ 83.25
15	Village of Barrington	TONS	500	80% - 120% UNIT PRICE 120% - 150% UNIT PRICE EARLY DELIVERY UNIT PRICE	No Bid	\$ 92.95 \$ 102.95 \$ 92.95	\$ 90.79 \$ 100.79 \$ 90.79
16	Village of Beach Park	TONS	450	80% - 120% UNIT PRICE 120% - 150% UNIT PRICE EARLY DELIVERY UNIT PRICE	No Bid	\$ 83.42 \$ 93.42 \$ 83.42	\$ 83.11 \$ 93.11 \$ 83.11
17	Village of Buffalo Grove	TONS	1,750	80% - 120% UNIT PRICE 120% - 150% UNIT PRICE EARLY DELIVERY UNIT PRICE	No Bid	\$ 84.78 \$ 94.78 \$ 84.78	\$ 84.47 \$ 94.47 \$ 84.47

	UNIT OF GOVERNMENT	UNITS	QUANTITY		Salt Xchange Inc.	Compass Minerals America, Inc.	Morton Salt, Inc.
Lake County Communities (continued)							
18	Village of Deerfield	TONS	500	80% - 120% UNIT PRICE 120% - 150% UNIT PRICE EARLY DELIVERY UNIT PRICE	No Bid	\$ 84.42 \$ 94.42 \$ 84.42	\$ 84.11 \$ 94.11 \$ 84.11
19	Village of Grayslake	TONS	2,000	80% - 120% UNIT PRICE 120% - 150% UNIT PRICE EARLY DELIVERY UNIT PRICE	No Bid	\$ 85.30 \$ 95.30 \$ 85.30	\$ 84.98 \$ 94.98 \$ 84.98
20	Village of Gurnee	TONS	2,500	80% - 120% UNIT PRICE 120% - 150% UNIT PRICE EARLY DELIVERY UNIT PRICE	No Bid	\$ 84.36 \$ 94.36 \$ 84.36	\$ 84.05 \$ 94.05 \$ 84.05
21	Village of Hainesville	TONS	150	80% - 120% UNIT PRICE 120% - 150% UNIT PRICE EARLY DELIVERY UNIT PRICE	No Bid	\$ 89.99 \$ 99.99 \$ 89.99	\$ 87.90 \$ 97.90 \$ 87.90
22	City of Highland Park	TONS	1,500	80% - 120% UNIT PRICE 120% - 150% UNIT PRICE EARLY DELIVERY UNIT PRICE	No Bid	\$ 84.42 \$ 94.42 \$ 84.42	\$ 84.11 \$ 94.11 \$ 84.11
23	City of Highwood	TONS	1,000	80% - 120% UNIT PRICE 120% - 150% UNIT PRICE EARLY DELIVERY UNIT PRICE	No Bid	\$ 84.42 \$ 94.42 \$ 84.42	\$ 84.11 \$ 94.11 \$ 84.11

	UNIT OF GOVERNMENT	UNITS	QUANTITY		Salt Xchange Inc.	Compass Minerals America, Inc.	Morton Salt, Inc.
Lake County Communities (continued)							
24	Village of Island Lake	TONS	600	80% - 120% UNIT PRICE 120% - 150% UNIT PRICE EARLY DELIVERY UNIT PRICE	No Bid	\$ 86.80 \$ 96.80 \$ 86.80	\$ 86.47 \$ 96.47 \$ 86.47
25	Village of Kildeer	TONS	500	80% - 120% UNIT PRICE 120% - 150% UNIT PRICE EARLY DELIVERY UNIT PRICE	No Bid	\$ 85.62 \$ 95.62 \$ 85.62	\$ 85.31 \$ 95.31 \$ 85.31
26	City of Lake Forest	TONS	1,600	80% - 120% UNIT PRICE 120% - 150% UNIT PRICE EARLY DELIVERY UNIT PRICE	No Bid	\$ 84.78 \$ 94.78 \$ 84.78	\$ 84.47 \$ 94.47 \$ 84.47
27	Village of Lake Villa	TONS	550	80% - 120% UNIT PRICE 120% - 150% UNIT PRICE EARLY DELIVERY UNIT PRICE	No Bid	\$ 84.55 \$ 94.55 \$ 84.55	\$ 84.23 \$ 94.23 \$ 84.23
28	Village of Libertyville	TONS	2,000	80% - 120% UNIT PRICE 120% - 150% UNIT PRICE EARLY DELIVERY UNIT PRICE	No Bid	\$ 85.21 \$ 95.21 \$ 85.21	\$ 84.90 \$ 94.90 \$ 84.90
29	Village of Lincolnshire	TONS	500	80% - 120% UNIT PRICE 120% - 150% UNIT PRICE EARLY DELIVERY UNIT PRICE	No Bid	\$ 84.78 \$ 94.78 \$ 84.78	\$ 84.47 \$ 94.47 \$ 84.47

	UNIT OF GOVERNMENT	UNITS	QUANTITY		Salt Xchange Inc.	Compass Minerals America, Inc.	Morton Salt, Inc.
Lake County Communities (continued)							
30	Village of Lindenhurst	TONS	650	80% - 120% UNIT PRICE 120% - 150% UNIT PRICE EARLY DELIVERY UNIT PRICE	No Bid	\$ 84.55 \$ 94.55 \$ 84.55	\$ 84.23 \$ 94.23 \$ 84.23
31	Village of Long Grove	TONS	1,400	80% - 120% UNIT PRICE 120% - 150% UNIT PRICE EARLY DELIVERY UNIT PRICE	No Bid	\$ 86.38 \$ 96.38 \$ 86.38	\$ 86.05 \$ 96.05 \$ 86.05
32	Village of Mettawa	TONS	150	80% - 120% UNIT PRICE 120% - 150% UNIT PRICE EARLY DELIVERY UNIT PRICE	No Bid	\$ 84.78 \$ 94.78 \$ 84.78	\$ 82.81 \$ 92.81 \$ 82.81
33	Village of Mundelein	TONS	800	80% - 120% UNIT PRICE 120% - 150% UNIT PRICE EARLY DELIVERY UNIT PRICE	No Bid	\$ 85.58 \$ 95.58 \$ 85.58	\$ 85.26 \$ 95.26 \$ 85.26
34	City of North Chicago	TONS	1,000	80% - 120% UNIT PRICE 120% - 150% UNIT PRICE EARLY DELIVERY UNIT PRICE	No Bid	\$ 85.21 \$ 95.21 \$ 85.21	\$ 83.23 \$ 93.23 \$ 83.23
35	City of Park City	TONS	150	80% - 120% UNIT PRICE 120% - 150% UNIT PRICE EARLY DELIVERY UNIT PRICE	No Bid	\$ 85.29 \$ 95.29 \$ 85.29	\$ 84.97 \$ 94.97 \$ 84.97

	UNIT OF GOVERNMENT	UNITS	QUANTITY		Salt Xchange Inc.	Compass Minerals America, Inc.	Morton Salt, Inc.
Lake County Communities (continued)							
36	Village of Round Lake	TONS	1,100	80% - 120% UNIT PRICE 120% - 150% UNIT PRICE EARLY DELIVERY UNIT PRICE	No Bid	\$ 85.51 \$ 95.51 \$ 85.51	\$ 85.19 \$ 95.19 \$ 85.19
37	Village of Round Lake Beach	TONS	700	80% - 120% UNIT PRICE 120% - 150% UNIT PRICE EARLY DELIVERY UNIT PRICE	No Bid	\$ 85.51 \$ 95.51 \$ 85.51	\$ 85.19 \$ 95.19 \$ 85.19
38	Village of Round Lake Heights	TONS	200	80% - 120% UNIT PRICE 120% - 150% UNIT PRICE EARLY DELIVERY UNIT PRICE	No Bid	\$ 89.99 \$ 99.99 \$ 89.99	\$ 87.90 \$ 97.90 \$ 87.90
39	Village of Vernon Hills	TONS	1,400	80% - 120% UNIT PRICE 120% - 150% UNIT PRICE EARLY DELIVERY UNIT PRICE	No Bid	\$ 85.21 \$ 95.21 \$ 85.21	\$ 84.90 \$ 94.90 \$ 84.90
40	Village of Wadsworth	TONS	300	80% - 120% UNIT PRICE 120% - 150% UNIT PRICE EARLY DELIVERY UNIT PRICE	No Bid	\$ 83.03 \$ 93.03 \$ 83.03	\$ 82.72 \$ 92.72 \$ 82.72
41	Village of Wauconda	TONS	500	80% - 120% UNIT PRICE 120% - 150% UNIT PRICE EARLY DELIVERY UNIT PRICE	No Bid	\$ 86.38 \$ 96.38 \$ 86.38	\$ 86.05 \$ 96.05 \$ 86.05

	UNIT OF GOVERNMENT	UNITS	QUANTITY		Salt Xchange Inc.	Compass Minerals America, Inc.	Morton Salt, Inc.
Cook County Communities							
42	City of Des Plaines	TONS	1,000	80% - 120% UNIT PRICE 120% - 150% UNIT PRICE EARLY DELIVERY UNIT PRICE	No Bid	\$ 89.82 \$ 99.82 \$ 89.82	\$ 89.48 \$ 99.48 \$ 89.48
43	Village of Glencoe	TONS	700	80% - 120% UNIT PRICE 120% - 150% UNIT PRICE EARLY DELIVERY UNIT PRICE	No Bid	\$ 85.51 \$ 95.51 \$ 85.51	\$ 85.19 \$ 95.19 \$ 85.19
44	Village of Glenview	TONS	2,000	80% - 120% UNIT PRICE 120% - 150% UNIT PRICE EARLY DELIVERY UNIT PRICE	No Bid	\$ 83.71 \$ 93.71 \$ 83.71	\$ 83.40 \$ 93.40 \$ 83.40
45	Village of Kenilworth	TONS	300	80% - 120% UNIT PRICE 120% - 150% UNIT PRICE EARLY DELIVERY UNIT PRICE	No Bid	\$ 85.47 \$ 95.47 \$ 85.47	\$ 85.14 \$ 95.14 \$ 85.14
46	Village of Winnetka	TONS	500	80% - 120% UNIT PRICE 120% - 150% UNIT PRICE EARLY DELIVERY UNIT PRICE	No Bid	\$ 85.51 \$ 95.51 \$ 85.51	\$ 85.19 \$ 95.19 \$ 85.19
McHenry County Townships							
47	Algonquin Township	TONS	1,200	80% - 120% UNIT PRICE 120% - 150% UNIT PRICE EARLY DELIVERY UNIT PRICE	No Bid	\$ 94.41 \$ 104.41 \$ 94.41	\$ 92.22 \$ 102.22 \$ 92.22

	UNIT OF GOVERNMENT	UNITS	QUANTITY		Salt Xchange Inc.	Compass Minerals America, Inc.	Morton Salt, Inc.
McHenry County Townships (continued)							
48	Grafton Township Road District	TONS	500	80% - 120% UNIT PRICE	No Bid	\$ 85.28	\$ 84.97
				120% - 150% UNIT PRICE		\$ 95.28	\$ 94.97
				EARLY DELIVERY UNIT PRICE		\$ 85.28	\$ 84.97
49	McHenry Township Road District	TONS	2,000	80% - 120% UNIT PRICE	No Bid	\$ 93.26	\$ 91.09
				120% - 150% UNIT PRICE		\$ 93.26	\$ 101.09
				EARLY DELIVERY UNIT PRICE		\$ 93.26	\$ 91.09
McHenry County Communities							
50	Village of Algonquin	TONS	2,200	80% - 120% UNIT PRICE	No Bid	\$ 92.05	\$ 90.81
				120% - 150% UNIT PRICE		\$ 102.05	\$ 100.81
				EARLY DELIVERY UNIT PRICE		\$ 92.05	\$ 90.81
51	Village of Cary	TONS	1,500	80% - 120% UNIT PRICE	No Bid	\$ 86.81	\$ 86.48
				120% - 150% UNIT PRICE		\$ 96.81	\$ 96.48
				EARLY DELIVERY UNIT PRICE		\$ 86.81	\$ 86.48
52	City of Crystal Lake	TONS	4,900	80% - 120% UNIT PRICE	No Bid	\$ 93.48	\$ 91.31
				120% - 150% UNIT PRICE		\$ 103.48	\$ 101.31
				EARLY DELIVERY UNIT PRICE		\$ 93.48	\$ 91.31
53	Village of Fox River Grove	TONS	500	80% - 120% UNIT PRICE	No Bid	\$ 86.39	\$ 86.07
				120% - 150% UNIT PRICE		\$ 96.39	\$ 96.07
				EARLY DELIVERY UNIT PRICE		\$ 86.39	\$ 86.07

	UNIT OF GOVERNMENT	UNITS	QUANTITY		Salt Xchange Inc.	Compass Minerals America, Inc.	Morton Salt, Inc.
McHenry County Communities (continued)							
54	Village of Hebron	TONS	300	80% - 120% UNIT PRICE 120% - 150% UNIT PRICE EARLY DELIVERY UNIT PRICE	No Bid	\$ 84.45 \$ 94.45 \$ 84.45	\$ 84.03 \$ 94.03 \$ 84.03
55	Village of Johnsburg	TONS	1,350	80% - 120% UNIT PRICE 120% - 150% UNIT PRICE EARLY DELIVERY UNIT PRICE	No Bid	\$ 93.26 \$ 103.26 \$ 93.26	\$ 91.09 \$ 101.09 \$ 91.09
56	City of McHenry	TONS	1,000	80% - 120% UNIT PRICE 120% - 150% UNIT PRICE EARLY DELIVERY UNIT PRICE	No Bid	\$ 94.48 \$ 104.48 \$ 94.48	\$ 92.28 \$ 102.28 \$ 92.28
57	Village of Richmond	TONS	150	80% - 120% UNIT PRICE 120% - 150% UNIT PRICE EARLY DELIVERY UNIT PRICE	No Bid	\$ 92.74 \$ 102.74 \$ 92.74	\$ 90.58 \$ 100.58 \$ 90.58
58	Village of Spring Grove	TONS	450	80% - 120% UNIT PRICE 120% - 150% UNIT PRICE EARLY DELIVERY UNIT PRICE	No Bid	\$ 90.79 \$ 100.79 \$ 90.79	\$ 89.57 \$ 99.57 \$ 89.57
59	Village of Wonder Lake	TONS	500	80% - 120% UNIT PRICE 120% - 150% UNIT PRICE EARLY DELIVERY UNIT PRICE	No Bid	\$ 94.98 \$ 104.98 \$ 94.98	\$ 92.77 \$ 102.77 \$ 92.77

	UNIT OF GOVERNMENT	UNITS	QUANTITY		Salt Xchange Inc.	Compass Minerals America, Inc.	Morton Salt, Inc.
McHenry County Communities (continued)							
60	City of Woodstock	TONS	1,800	80% - 120% UNIT PRICE	No Bid	\$ 88.93	\$ 87.72
				120% - 150% UNIT PRICE		\$ 98.93	\$ 97.72
				EARLY DELIVERY UNIT PRICE		\$ 88.93	\$ 87.72
61	Village of Lakewood	TONS	950	80% - 120% UNIT PRICE	No Bid	\$ 86.45	\$ 86.13
				120% - 150% UNIT PRICE		\$ 96.45	\$ 96.13
				EARLY DELIVERY UNIT PRICE		\$ 86.45	\$ 86.13
62	Cary Park District	TONS	22	80% - 120% UNIT PRICE	No Bid	\$ 92.45	\$ 91.20
				120% - 150% UNIT PRICE		\$ 102.45	\$ 101.20
				EARLY DELIVERY UNIT PRICE		\$ 92.45	\$ 91.20
McHenry County DOT							
ENHANCED SALT							
63	McHenry County DOT	TONS	5,000	80% - 120% UNIT PRICE	\$ 104.25	\$ 115.05	\$ 115.16
				120% - 150% UNIT PRICE	\$ 114.25	\$ 125.05	\$ 125.16
				EARLY DELIVERY UNIT PRICE	\$ 104.25	\$ 115.05	\$ 115.16



Agenda Item Executive Summary

TITLE: Resolution No. R-49-2024: Approving a Contract with Power Line Supply Company for the Purchase of 600 Volt Underground Cable (Adoption)

PRESENTER: Nicholas Narhi

AGENDA DATE: May 7, 2024

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

The 2024 Electric Fund Budget contains \$416,636 for the purchase of cable.

EXECUTIVE SUMMARY:

The Water & Electric Department issued Request For Bid No. WE024-003 for the purchase of 950 feet of 600 volt, 500 kcmil copper underground cable. Staff received bids from the following vendors: Power Line Supply Company and Wesco Distribution Inc. (Wesco).

The lowest qualified bid for the triplex 500 kcmil copper underground cable was submitted by Power Line Supply Company. Power Line Supply quoted cable manufactured by Service Wire Company which is acceptable to the Water & Electric Department. The manufacturing lead time for the required quantities of 600 volt cable is one week upon receipt of an order. Exhibit A contains a bid tabulation along with additional detail on the unit pricing, order quantity, and shipping length tolerance.

Resolution No. R-49-2024, prepared by the Village Attorney, authorizes the Village Manager to purchase 600 volt underground cable in an amount not to exceed \$33,896 under a contract with Power Line Supply Company. The 2024 Electric Fund Budget contains \$416,636 (account #500.42.31-660) for the purchase of cable. To date, the Electric Fund has expended \$213,469.

RECOMMENDATION:

Consider adoption of Resolution No. R-49-2024, approving a contract with Power Line Supply Company for the purchase of 600 volt underground cable in an amount not to exceed \$33,896.

ATTACHMENTS:

1. Resolution No. R-49-2024: Approving a Contract with Power Line Supply Company for the Purchase of 600 Volt Underground Cable
2. Village of Winnetka Contract/Bid for 600 Volt Underground Cable

RESOLUTION NO. R-49-2024

**A RESOLUTION APPROVING A CONTRACT WITH
POWER LINE SUPPLY COMPANY
FOR THE PURCHASE OF 600 VOLT UNDERGROUND CABLE**

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

WHEREAS, the Village issued Bid #WE024-003 ("***Request for Bids***") for the purchase of 600 volt underground electric cable ("***Cable***") by the Village's Water & Electric Department; and

WHEREAS, the Village received two bids ("***Bids***") to provide the Cable and opened the Bids on April 19, 2024; and

WHEREAS, pursuant to Chapter 4.12 of the Village Code and the Village's purchasing manual, the Village Council has determined that Power Line Supply Company ("***Vendor***") is the lowest responsive and responsible bidder to provide the Cable; and

WHEREAS, the Village Council desires to enter into a contract with Vendor for the Village to purchase Cable from Vendor in an amount not to exceed \$33,896.00 ("***Contract***"); and

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

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

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

SECTION 2: APPROVAL OF CONTRACT. The Village Council hereby approves the Contract with Vendor in a final form approved by the Village Manager.

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

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

[SIGNATURE PAGE FOLLOWS]

May 7, 2024

R-49-2024

ADOPTED this 7th day of May, 2024, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

Signed

Village President

Countersigned:

Village Clerk

VILLAGE OF WINNETKA
CONTRACT/BID
FOR 600 Volt Underground Cable

Full Name of Bidder:

Power Line Supply
("Bidder")

Principal Office Address:

420 Roth Street
Reed City, MI 49677

Local Office Address:

209B Industrial Park Dr
Williamsburg, IA 52361

Contact Name: Shanda Gabriel Telephone: 319-270-1956

TO: Village of Winnetka
510 Green Bay Road
Winnetka, IL 60093
Attention: **Brian Keys**

Bidder warrants and represents that Bidder has reviewed and understood all documents included, referred to, or mentioned in this bound set of documents, including Addenda Nos. _____ (if none, write "NONE") that are securely stapled to the end of this Contract/Bid.

1. Proposal to Deliver Products.

A. Contract and Products. If this Contract/Bid is accepted, then Bidder proposes and agrees that Bidder will deliver to Owner, at the Delivery Address, the products, items, materials, merchandise, supplies, or other items identified in the Request for Bids attached hereto (the "Products") in new, undamaged, and first-quality condition. Bidder further proposes to:

- (1) Labor, Equipment, Materials and Supplies Provide, perform, and complete in the manner specified and described in the Contract/Bid, all necessary work, labor, services, transportation, equipment, materials, supplies, information, data, and other means and items necessary to deliver the Products to Owner in a proper and workmanlike manner.
- (2) Permits Procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary for the Products.
- (3) Bonds and Insurance Procure and furnish all bonds, insurance certificates, and policies of insurance, if any, specified in the Contract/Bid.

(4) Miscellaneous Perform all other things required of Bidder by this Contract/Bid.

B. Performance Standards. If this Contract/Bid is accepted, Bidder proposes and agrees that the Products will comply strictly with the ***Specifications attached hereto as Attachment A and by this reference made a part of this Contract/Bid***. If this Contract/Bid specifies a Product by brand name or model, that specification is intended to reflect the required performance standards and standard of excellence that Owner requires for the Product. However, Bidder may propose to deliver a Product that is a different brand or model, if Bidder provides with its bid written documentation establishing that the brand or model it proposes to deliver possesses equal quality, durability, functionality, capability, and features as the Product specified.

C. Responsibility for Damage or Loss. If this Contract/Bid is accepted, Bidder proposes and agrees that Bidder will be responsible and liable for, and will promptly and without charge to Owner, repair or replace damage done to and any loss or injury suffered by Owner as a result of Bidder's failure to perform hereunder.

D. Inspection/Testing/Rejection. Owner will have the right to inspect all or any part of the Products. If, in Owner's judgment, all or any part of the Products is defective or damaged or fails to conform strictly to the requirements of this Contract/Bid, then Owner, without limiting its other rights or remedies, may (i) reject such Products, (ii) require Bidder to correct or replace such Products at Bidder's cost, (iii) obtain new Products to replace the Products that are defective, damaged, or nonconforming and charge Bidder with any excess cost incurred thereby, and (iv) cancel all or any part of any order or this Contract/Bid. Products so rejected may be returned or held at Bidder's expense and risk.

2. Contract Price Proposal.

A. Price. If this Contract/Bid is accepted, Bidder proposes and agrees that Bidder will deliver the Products to Owner in accordance with the following Schedule of Prices:

Product Item No.	Description of Product to be delivered to Owner	Quantity of Products to be delivered to Owner	Unit Price of Product	Extension
		See pricing form in Attachment A.		

If Owner has specified the Quantity of Products to be delivered to Owner in the Request for Bids, then Bidder will take, in full payment for all Products and other matters set forth under Section 1 of this Contract/Bid, including overhead and profit, taxes, royalties, license fees, delivery, contributions and premiums, and compensation to all subcontractors and suppliers, the total Contract Price of:

See pricing form in Attachment A.

If Owner has not specified the Quantity of Products to be delivered to Owner in the Request for Bids, then Bidder will take, in full payment for all Products and other matters set forth under Section 1 of this Contract/Bid, including overhead and profit, taxes, royalties, license fees, delivery, contributions and premiums, and compensation to all subcontractors and suppliers, a total Contract Price that will be equal to the sum of the Unit Prices (as determined by the above Schedule of Prices) applicable to all Products accepted by Owner.

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

- (1) All prices stated in the Schedule of Prices are firm and will not be subject to escalation or change; Metals' escalation or de-escalation will **not** be utilized. All manufacturing costs shall be fixed at the bid price.
- (2) Owner is not subject to State or local sales, use, and excise taxes, and no such taxes are included in the Schedule of Prices, and all claims or rights to claim any additional compensation by reason of the payment of any such tax are hereby waived and released;
- (3) All other applicable federal, State, and local taxes of every kind and nature applicable to the Products are included in the Schedule of Prices; and
- (4) If a Quantity of Products to be delivered to Owner is specified in the Request for Bids, such amount is an estimate only. Owner reserves the right to increase or decrease such quantity, and the total Contract Price to be paid will be based on the final quantity determined by Owner for each Product and the actual number of Products that comply with this Contract/Bid that are accepted by Owner. Bidder hereby waives and releases all claims or rights to dispute or complain of any such estimated quantity or to assert that there was any misunderstanding in regard to the number of Products to be delivered.

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

Upon delivery and acceptance of item by the Owner.

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

3. Contract Time Proposal.

If this Contract/Bid is accepted, Bidder proposes and agrees that Bidder will deliver the Products to Owner not later than 1 week ARO, 2024.

4. Financial Assurance.

A. Indemnification. If this Contract/Bid is accepted, Bidder shall and hereby agrees to indemnify, defend and save harmless the Owner, its affiliates, its officers, directors, employees and agents from and against any and all claims, suits, actions, liabilities, damages, losses, costs and expenses by reason of injury or death to person(s) or damage to property to the extent caused by the negligent acts or omissions, violation of law or regulation, or willful misconduct of Bidder, its officers, agents and employees, in the performance of this order.

5. Firm Proposal.

- 1) All prices and other terms stated in this Contract/Bid are firm and will not be subject to withdrawal, escalation, or change so long as Owner accepts this Contract/Bid within 24 days after the date this sealed Contract/Bid is opened. Metals' escalation or de-escalation will **not** be utilized. All manufacturing costs shall be fixed at the bid price.

6. Bidder's Representations and Warranties.

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

A. The Products. Bidder warrants to the Owner that the Goods will conform to the specifications, drawings and other descriptions supplied or adopted by the Owner. All warranties available from the manufacturer of the goods sold to Owner shall be passed through to Owner from Bidder. Bidder agrees to work diligently on behalf of Owner to ensure manufacturer of goods promptly fulfills their warranty obligation.

The manufacturer shall warrant that the Product will be of merchantable quality and, for a period of not less than one year after delivery (i) will be free from any latent or patent defects and flaws in workmanship, materials, and design, (ii) will strictly conform to the requirements of this Contract/Bid, and (iii) will be fit, sufficient, and suitable for the purposes expressed in or reasonably inferred from this Contract/Bid.

B. Compliance with Laws. All Products and all of their components will comply with, and Bidder agrees to be bound by, all applicable federal, state, and local laws, orders, rules, and regulations as they may be modified or amended from time to time. Every provision required by law to be inserted into this Contract/Bid will be deemed to be inserted herein.

C. Not Barred. Bidder is not barred by law from contracting with Owner or with any other unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Bidder is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax as set forth in 65 ILCS 5/11-42.1-1, (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33 of the Criminal Code of 1961, 720 ILCS 5/33E-1 *et seq.*, or (iii) for any other reason.

D. Qualified. Bidder has the requisite experience, ability, inventory, capital, facilities, equipment, plant, organization, and staff to enable Bidder to deliver the Products at the Contract Price and within the Contract Time Proposal set forth above.

7. Acknowledgments.

In submitting this Contract/Bid, Bidder acknowledges and agrees that:

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

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

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

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

E. Time; Days. Time is of the essence for this Contract/Bid. Except where specifically stated otherwise, references in this Contract/Bid to days will be construed to refer to calendar days.

F. No Waiver. No examination, inspection, investigation, test, measurement, review, determination, decision, certificate or approval by Owner, whether before or after Owner's acceptance of this Contract/Bid; nor any information or data supplied by Owner, whether before or after Owner's acceptance of this Contract/Bid; nor any order by Owner for the payment of money; nor any payment for or use, possession, or acceptance of the whole or any part of any Product; nor any extension of time granted by Owner; nor any delay by Owner in exercising any right under this Contract/Bid; nor any other act or omission of Owner will constitute or be deemed to be an acceptance of any defective, damaged, or nonconforming Product; nor operate to waive or otherwise diminish the effect of any representation or warranty made by Bidder or of any requirement or provision of this Contract/Bid or of any remedy, power, or right of Owner.

G. Assignment. Neither this Contract/Bid, nor any interest herein, may be assigned or subcontracted in whole or in part by Bidder except with the prior written consent of Owner.

H. Governing Law. This Contract/Bid and all rights of the parties under this Contract/Bid will interpreted according to the laws of, but not the conflict of law rules of, the State of Illinois.

DATED this 19th date of April 2024

ATTACHMENT A: SPECIFICATIONS

1) SPECIFICATIONS FOR 600 VOLT UNDERGROUND CABLE

1. Stranded copper conductor in the sizes and amounts indicated below.

Item	Size	Strands	Quantity To Be Ordered	Maximum Reel	Cable Lay
1.	3-1/c 500 kcmil	37	950 ft.	1,000 ft.	Triplexed

2. Insulation shall be rated for RHH, RHW-2, and USE-2. Suitable for direct burial or conduit installation and for 90°C operation in dry or wet locations.
3. Cable shall be supplied in the following configurations as ordered:
- Larger than #2 A.W.G., 3 – 1/c cables, triplexed.
- Larger than #2 A.W.G., 4 – 1/c cables, quadruplexed.
4. Cable shall be identified on the covering in contrasting color by manufacturer's name, year of manufacture, type of insulation, conductor material and size, and sequential footage markings.
5. All cable ends will be capped to prevent water entry.
6. Reel type: Non-returnable, Maximum Size 84" diameter x 58" wide.
7. Reel coverings as shown below. Cable not shipped as shown will be rejected.
- A. Level 5, Export Packaging as defined by NEMA, WC 26-2008, EEMAC 201-2008 (wood lagging, outside edge of flange to outside edge of flange).
- B. Or manufacturer's standard with shipment made freight included, F.O.B. Winnetka.
8. Tolerances of cable lengths: $\pm 5\%$.
9. Cutting lengths shall be specified as needed.
10. Cable shall be delivered in open, flat bed trucks. Reels shipped flat will be rejected.
11. All manufacturing costs shall be fixed at the bid unit price. Metals escalation / de-escalation will **not** be applicable. Vendor's quote to specify if date of manufacture or date of shipment will be used for determining metals adjustment.
12. Items may be individually awarded separately.
13. Deliveries: Required 48 hours advance notification @ (847) 716-3551.
- Receiving hours: Monday to Friday, 7:30am to 2:30pm.
Village of Winnetka Yards
1390 Willow Road, Winnetka, IL 60093
14. Approved cable manufacturers:
- BICC (General), Okonite, Service Wire Co., Southwire, and Prysmian.

NOTE: ALL UNIT PRICES MUST INCLUDE DELIVERY

MANUFACTURER (600V CABLE): Service Wire

2) Bid Worksheet

600V Cable

Item	Description	Strands	Cable Lay	Unit Price (per foot)	Lead Time (Weeks/Days)
1.	3-1/c 500 kcmil	37	Triplexed	\$33.98/FT	1 week ARO

 Cable will be export packaged

 X Standard packaging, F.O.B. Winnetka

ACCEPTANCE

The Contract/Bid attached hereto and by this reference incorporated herein and made a part hereof is accepted by the Village of Winnetka ("Owner") as of this ____ day of _____ 2024.

This Acceptance, together with the Contract/Bid attached hereto, constitutes the entire agreement between the parties relating to the Products and the Contract Price therefor and supersedes all prior or contemporaneous discussions, agreements, or understandings, whether written or oral, and will prevail over any contradictory or inconsistent terms or conditions contained in any purchase order, acceptance, acknowledgment, or invoice.

VILLAGE OF WINNETKA

By _____

Name: _____

Title: _____

Exhibit A: Bid Tabulation and Cable Purchase Detail

Bid Tabulation: RFB #WE 024-003

600 Volt Cable	Power Line Supply (Mfr. by Service Wire)	Wesco (Mfr. by Service Wire)
3-1/c 500 kcmil copper	\$33.980	\$34.610
Freight:	\$0.00	\$300.00
Leadtime:	1 week	1-2 weeks

Note: Okonite declined to bid. Current manufacturing lead time is 25-30 weeks.

Cable Purchase Detail

600 Volt Cable	Quantity Required (ft.)	Unit Price (\$/ft.) Per Bid	Shipping Length Tolerance (5%)	Extended Price
3-1/c 500 kcmil copper	950	\$33.980	\$1,614.05	\$33,895.05



\$33,896.00



Agenda Item Executive Summary

TITLE: Resolution No. R-50-2024: Waiving Bidding and Approving a Purchase of Software Licenses from Liftoff LLC (Adoption)

PRESENTER: Tim Sloth

AGENDA DATE: May 7, 2024

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

In 2020, the Village implemented Microsoft Office 365, a subscription service that provides users with Microsoft productivity applications including Outlook (email), Word, Excel, PowerPoint, Teams and more. These applications are hosted in the Microsoft cloud, providing for enhanced cyber-security.

EXECUTIVE SUMMARY:

The Village has secured a quote from LiftOff to provide 201 G/1 and G/3 licenses for Office 365 for a 12-month lease, including Advanced Threat Protection (enhanced cyber security) in the amount of \$52,326.00. The Village budgeted \$60,000 in the Information Technology budget, account 630.85.01-557, for Office 365 software licenses.

Prescient Solutions, the Village's contracted IT consultant, has recommended continuing to use LiftOff to provide these licenses. According to Prescient Solutions, LiftOff focuses specifically on Microsoft licensing for Office 365. Competitive bidding on this item is unnecessary because Microsoft dictates the pricing of these licenses regardless of vendor chosen. Resolution No. R-50-2024 authorizes the Village President and Village Clerk to waive formal bidding and execute an agreement between the Village and LiftOff, for a 12-month lease of Office 365 licenses for an amount not to exceed \$52,326.00.

RECOMMENDATION:

Consider adoption of Resolution No. R-50-2024, which approves waiving of formal bidding and executes an agreement with LiftOff to provide Office 365 for a 12-month lease for an amount not to exceed \$52,326.00.

ATTACHMENTS:

1. Resolution No. R-50-2024: Waiving Bidding and Approving a Purchase of Software Licenses from Liftoff LLC

RESOLUTION NO. R-50-2024

**A RESOLUTION WAIVING BIDDING AND APPROVING
A PURCHASE OF SOFTWARE LICENSES FROM LIFTOFF LLC**

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

WHEREAS, 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 currently operates Microsoft Office 365 and other ancillary software pursuant to software licenses that will be expiring; and

WHEREAS, the Village has determined that in order continue to efficiently operate, the Village needs to purchase Microsoft 365 and ancillary software licenses (collectively, "***Software Licenses***") for the next twelve months; and

WHEREAS, there is little deviation on the cost for Software Licenses from various vendors because the price for the Software Licenses is largely determined by Microsoft; and

WHEREAS, the Village received a proposal from Liftoff Software ("***Contractor***") of Crofton, Maryland to provide the Software Licenses for an amount not to exceed \$52,326.00; and

WHEREAS, pursuant to Sections 4.12.010.A and 4.12.010.C of the Village Code and in accordance with Section IV.3.D of the Village's Purchasing Manual, the bidding requirements may be waived for contracts for supplies and services available from a single source, and which by their nature are not adaptable to competitive bidding; and

WHEREAS, the Village desires to enter into a purchase order with Contractor to provide the Software Licenses ("***Purchase Order***") in an amount not to exceed \$52,326.00; and

WHEREAS, pursuant to Section 4.12.010.C of the Village Code, the Village Council has determined that it is in the best interests of the Village to waive competitive bidding and enter into the Purchase Order with Contractor;

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

SECTION 1: RECITALS. The Village Council 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

May 7, 2024

R-50-2024

Manual, and the Village’s home rule authority, the Village Council waives the requirement of competitive bidding for the procurement of the Software Licenses.

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 Contractor; provided, however, that if the Village Manager does not receive two executed copies of the final Purchase Order from Contractor 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 7th day of May, 2023, pursuant to the following roll call vote:

AYES:

NAYS:

ABSENT:

ABSTAIN:

Signed

Village President

Countersigned:

Village Clerk

EXHIBIT A

Quote



QUOTE

as of 4/5/2024

Bill to:

Village of Winnetka, IL
510 Green Bay Road
Winnetka, IL 60093

Ship to:

Village of Winnetka, IL
510 Green Bay Road
Winnetka, IL 60093

Reseller (Remit To):

LiftOff LLC
Attn: Ron Braatz
1667 Patrice Circle
Crofton, MD 21114

Terms:

Due on Receipt

Payment Options:

ACH Payment (preferred) or check

Quote Description

G SKU Item Name	Part Number	Term in Months	Price/User/Month	Licenses	Cost/Year
Office 365 Plan G3 GCC	AAA-11894	12	23.00	152	\$41,952.00
Office 365 Plan G1 GCC	U4S-00001	12	10.00	49	\$5,880.00
Defender for O365 P1 GCC	3GU-00001	12	2.00	183	\$4,392.00
Entra ID P2 GCC	MQN-00001	12	8.50	1	\$102.00
LiftOff Licensing Benefits	-	-	-	-	INCLUDED

Total: \$52,326.00

*LIFTOFF LICENSING BENEFITS: As a valued licensing customer, LiftOff offers you a range of free, ongoing services to your organization. This includes: Access to our library of Office 365 Admin best practice documents, our library of end-user training videos, AD Connect support including re-installations and troubleshooting, invitations to our Office 365 Security webinars and access to the recordings, limited free consultations on implementation processes like the "Office Deployment Tool", annual Office 365 health check-ups and security check-ups, and support for compliance/retention features including ongoing training to staff that need to conduct compliance retention searches.

Pricing Information:

- All prices are displayed in United States Dollars.

-
- Product and pricing data are updated frequently and may change without notice.
 - Pricing valid for 14 days
 - License orders are paid up front, are non-refundable, and are one-year licenses that renew each year.
 - License reductions, upgrades, or cancellations may only occur at the annual renewal date.

In order to proceed, send a Purchase Order to 365licensing@liftoffonline.com. Once we have the Purchase Order, we will order the licenses from Microsoft. We will immediately invoice the full amount when we place the order.

Customer Terms for Cloud Services Agreement US Public Sector

This agreement is between **LiftOff LLC** (“we”, “us”, and “our”) and **Village of Winnetka, IL** (“you” and “your”). It is effective when we accept it. Key terms are defined in § 8.

1. General.

Right to use. You may access and use Office 365, and install and use a Client (if any) included with your Subscription, only as described in this agreement. All other rights are reserved.

Acceptable use. You will use Office 365 only per the AUP. You will not use Office 365 in any way that infringes a third party’s patent, copyright, or trademark or misappropriates its trade secret. You may not reverse engineer, decompile, work around technical limits in, or disassemble Office 365, except if applicable law permits despite this limit. You may not rent, lease, lend, resell, transfer, or host Office 365 to or for third parties.

Compliance. You will comply with all laws and regulations applicable to your use of Office 365. In providing Office 365, we and our Providers will comply with all laws and regulations (including applicable security breach notification law) that generally apply to IT service providers. You will obtain any consents required: (1) to allow you to access, monitor, use, and disclose user data; and (2) for us to provide Office 365. If you are an educational institution, you will obtain any parental consent for end users’ use of Office 365 as required by applicable law.

Customer Data. Customer Data is used only to provide you Office 365. This use may include troubleshooting to prevent, find and fix problems with Office 365’s operation. It may also include improving features for finding and protecting against threats to users. Neither we nor our Providers will derive information from Customer Data for any advertising or other commercial purposes. We will enable you to keep Customer Data separate from consumer services. Customer Data will not be disclosed unless required by law or allowed by this agreement. Your contact information may be provided so that a requestor can contact you. If law requires disclosure, we will use commercially reasonable efforts to notify you, if permitted. Customer Data may be transferred to, and stored and processed in, any country we or our Providers maintain facilities, unless you provision your tenant in the United States. If you do, Microsoft will provide Office 365 from data centers in the United States, and storage of the following customer data at rest will be located in data centers only in the United States: (i) Exchange Online mailbox content (e-mail body, calendar entries, and the content of e-mail attachments), and (ii) SharePoint Online site content and the files stored within that site.

Changes. Office 365 may be changed periodically, after which you may need to agree to new terms. You may be required to run a client software upgrade on devices using Office 365 after a change to maintain full functionality.

Use rights. Use rights specific to Office 365 are posted online at the link to the AUP.

2. Confidentiality and Security.

We and our Providers will (a) maintain appropriate technical and organizational measures, internal controls, and data security routines intended to protect Customer Data against accidental loss or change, unauthorized disclosure or access, or unlawful destruction and (b) not disclose Customer Data, except as required by law or expressly allowed. Neither party will make any public statement about this agreement's terms without the other's prior written consent.

3. Term, Termination, and Suspension.

Term and termination. This agreement will remain in effect for three years subject to your right under applicable law to terminate for convenience.

Customer Data. You may extract Customer Data at any time. If your Subscription expires or terminates, we will keep your Customer Data in a limited account for at least 90 days so you may extract it. We may delete your Customer Data after that.

Regulatory. If a government rule or regulation applies to us or our Providers, but not generally to other businesses, and makes it difficult to operate Office 365 without change, or we or our Providers believe this agreement or Office 365 may conflict with the rule or regulation, we may change Office 365 or terminate the agreement. If we change Office 365 to come into compliance, and you do not like the change, you may terminate.

Suspension. We may suspend use of Office 365: (1) if reasonably needed to prevent unauthorized Customer Data access; (2) if you do not promptly respond under §5 to intellectual property claims; or (3) for non-payment; or (4) if you violate the AUP. A suspension will be in effect only while the condition or need exists and, if under clause (1) or (2), will apply to the minimum extent necessary. We will notify you before we suspend, unless doing so may increase damages. We will notify you at least 30 days before suspending for non-payment. If you do not fully address the reasons for suspension within 60 days after we suspend, we may terminate your Subscription.

4. Limited warranty; disclaimer.

We warrant that Office 365 will meet the SLA terms during the Subscription; your only remedy for breach of warranty is stated in the SLA. *We provide no (and disclaim to the extent permitted by law any) other warranties, express, implied, or statutory, including warranties of merchantability or fitness for a particular purpose.*

5. Duty to protect.

Defense. We or our Providers will defend you against any claims made by an unaffiliated third party that Office 365 infringes its patent, copyright, or trademark or misappropriates its trade secret.

Remedies. If we or our Providers reasonably believe that a claim under §5 may bar your use of Office 365, we or our Providers will seek to: (1) obtain the right for you to keep using it; or (2) modify or replace it with a functional equivalent and notify you to stop use of the prior version. If these options are not commercially reasonable, we or our Providers may terminate your rights to Office 365 and refund any payments for unused Subscription rights.

Other obligations. To the extent permitted by law, you will (1) notify us promptly of a claim under this §5 and (2) allow us or our Providers to assist in your defense or settlement. You will provide reasonable help to defend. We or our Providers will reimburse you for reasonable out-of-pocket expenses incurred in giving that help and pay the amount of any resulting adverse final judgment (or settlement the protecting party consents to). Neither we nor our Providers will be bound by any settlement to which we do not agree in writing, this § 5 provides the exclusive remedy for these claims.

Limits. The obligations of us and our Providers in this §5 won't apply to a claim or award based on: (1) Customer Data; (2) software not provided by us or our Providers; (3) modifications you make to Office 365, or materials you provide or make available as part of using Office 365; (4) your combination of Office 365 with, or damages based on the value of, a product, data, or business process not provided by us or our Providers; or (5) your use of a Microsoft trademark without their express, written consent, or your use of Office 365 after being notified to stop due to a third-party claim.

6. Limited liability.

Each party's (and our Providers') maximum aggregate liability for any claim related to this agreement is limited to direct damages up to the fees that you paid for Office 365 during the 12 months before the claim arose (or \$5,000.00 if you paid no fees). *Neither party nor our Providers will be liable for lost revenues or indirect, special, incidental, consequential, punitive, or exemplary damages, even if the party knew they were possible.* The limits and exclusions in this §6 apply to the extent permitted by law, but do not apply to (1) obligations under §5; or (2) intellectual property infringement or misappropriation.

7. Agreement mechanics.

You must send notice by regular mail, return receipt requested, to the address on the Portal (effective when delivered). We may email notice to your account administrators (effective when sent). You may not assign this agreement, or any right or duty under it. If part of this agreement is held unenforceable, the rest remains in force. Failure to enforce this agreement is not a waiver. The parties are independent contractors. This agreement does not create an agency, partnership, or joint venture. This agreement is governed by the laws applicable to Customer, without regard to conflict of laws. This agreement (including the SLA and AUP) and our price sheet are the parties' entire agreement on this subject and supersedes any concurrent or prior communications. Agreement terms that require performance, or apply to events that may occur, after termination or expiration will survive, including §5. Office 365 and the Client are subject to U.S. export jurisdiction. You must comply with the U.S. Export Administration Regulations, the International Traffic in Arms Regulations, and end-user, end-use, and destination restrictions. For more information, see <http://www.microsoft.com/exporting/>. Our Providers may deliver Office 365, and the rights granted to us also apply to them.

8. Definitions.

"AUP" means the acceptable use policy at <http://www.microsoftvolumelicensing.com/Downloader.aspx?DocumentId=5502>.

"Client" means device software that we or our Providers provide you with Office 365.

"Customer Data" means all data, including all text, sound, or image files that are provided to us or our Providers by, or on behalf of, you through your use of Office 365.

"Office 365" means (1) Exchange Online, Exchange Online Archiving, SharePoint Online, Lync Online, and Office Web Apps included in Office 365 Enterprise Plans E1, E2, E3, E4, K1, and K2; and Office 365 Government Plans G1, G2, G3, G4, K1, and K2; and (2) Exchange Online Archiving; Exchange Online Protection;

Exchange Online Plans 1, 2, Basic, and Kiosk; SharePoint Online Plans 1, 2, and Kiosk; Office Web Apps Plans 1 and 2; and Lync Online Plans 1, 2, and 3.

“Portal” means the Online Services Portal for Office 365 (see <http://www.microsoft.com/online>).

“Providers” means our affiliates, licensors, and suppliers, including Microsoft and its applicable affiliates.

“SLA” means the service level commitments we or our Providers make regarding delivery and performance of Office 365 (see <http://www.microsoft.com/licensing/contracts>).

“Subscription” means an order for a quantity of Office 365.



Agenda Item Executive Summary

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

PRESENTER: Kristin Kazenas

AGENDA DATE: May 7, 2024

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

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

EXECUTIVE SUMMARY:

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

The Village's insurance broker is in the process of reviewing and approving the insurance certificate, and Public Works Assistant Director Erik Jensen will inspect the requested table layout. Staff will work with the applicant to assure appropriate passage of pedestrians.

RECOMMENDATION:

Consider approval of the 2024 Outdoor Seating Area Permit application, pending final insurance certificate and table layout approval by the Village.

ATTACHMENTS:

1. Village Council Approval Outdoor Seating License

Licensee	Business Address	Permit Number	# of Tables	# of Chairs
Lakeside Foods	800 Elm Street	25	4	8



Agenda Item Executive Summary

TITLE: Approval of Mayors' Monarch Proclamation

PRESENTER: Erik Jensen

AGENDA DATE: May 7, 2024

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

The Village has annually participated in the National Wildlife Federation's Mayors' Monarch Pledge to help promote conversation of the monarch butterfly.

EXECUTIVE SUMMARY:

Each year, the National Wildlife Federation asks units of local government to participate in the Mayors' Monarch Pledge, a conservation program aimed at safeguarding the dwindling populations of monarch butterflies in North America. The Pledge asks participants to not only promote conservation efforts, including the planting of native milkweed, but also complete at least three action items from a list of 25 in support of the butterflies. The adoption of annual educational proclamation is one such item, and for this reason, staff recommends adopting the annual Monarch Butterfly proclamation.

In addition to this proclamation, the Village's other action items will be to continue to maintain native landscaping on its properties and work to promote further habitat development through the implementation of the Village's Comprehensive Plan.

RECOMMENDATION:

Adopt the 2024 National Wildlife Federation's Mayors' Monarch Butterfly Proclamation.

ATTACHMENTS:

1. Monarch Butterfly Proclamation 2024

MONARCH BUTTERFLY PROCLAMATION

WHEREAS, the monarch butterfly is an iconic North American species whose multigenerational migration and metamorphosis from caterpillar to butterfly has captured the imagination of millions of Americans; and

WHEREAS, the count in 2017 western monarchs, which overwinters in California, reached an historic low of fewer than 29,000 butterflies — down from 1.2 million two decades previously, and falling below the predicted extinction threshold. The population failed to rebound in 2019, maintaining just 29,000 individual butterflies

WHEREAS, 20 years ago, more than one billion Eastern monarch butterflies migrated to Mexico, but in the winter of 2014, only 60 million made the trip; and

WHEREAS, every citizen of Winnetka can make a difference for the monarch by planting pollinator attracting native plants to provide habitat for the monarch and other pollinators in locations where people live, work, learn, play and worship; and

WHEREAS, on behalf of the residents of the Village who are already and planning on creating healthy habitat for these magnificent butterflies, the Village Council is honored to lead the way by signing the National Wildlife Federation's Mayors' Monarch Pledge; and we encourage other officials across the United States and neighboring countries to take a stand with us so that the monarch butterfly will once again flourish across the continent.

NOW THEREFORE, I, Christopher Rintz, the Village President of the Village of Winnetka, do hereby proclaim on behalf of the Winnetka Village Council that May 8, 2024 shall be Monarch Remembrance Day in the Village of Winnetka.

ADOPTED this 7th day of May, 2024.

Signed

Village President

Countersigned:

Village Clerk



Agenda Item Executive Summary

TITLE: Ordinance No. M-04-2024: Designating 1207 Whitebridge Hill Road as a Certified Landmark (Introduction)

PRESENTER: David Schoon

AGENDA DATE: May 7, 2024

CONSENT: No

ITEM TYPE: Ordinances and Resolutions

ITEM HISTORY:

None.

EXECUTIVE SUMMARY:

INTRODUCTION

On May 7, 2024, the Village Council is scheduled to consider Ordinance No. M-04-2024, An Ordinance Designating 1207 Whitebridge Hill Road as a Certified Landmark (**Attachment 1**). The Landmark Preservation Commission (LPC) recommended such designation based upon an application submitted by the property owner, Rehan Aslam (the "Applicant"), to designate 1207 Whitebridge Hill Road (the "Subject Property") as a certified landmark (**Attachment 2**).

Landmark designation requires adoption of an ordinance by the Village Council, after receiving a recommendation and report from the LPC pursuant to an application submitted by the property owner. The Village Council shall take one of the following actions: (1) designate the landmark by ordinance; (2) refer the report and recommendation back to the LPC with suggestions for revisions and stating reasons for such action; or (3) deny designation of the landmark.

ADVISORY COMMISSION CONSIDERATION AND RECOMMENDATION

The LPC considered the application for a certified landmark designation at its meeting on April 1, 2024-(**Attachment 2** contains the staff report and minutes from that meeting). After hearing from the applicant and one member of the public, a motion to recommend the Village Council designate 1207 Whitebridge Hill Road as a certified landmark passed by a vote of 5-0. Based on the "System for the Evaluation of Landmarks," the LPC found the level of significance of the Subject Property to be "Unique" based upon a score of 88.8. The rating system includes the following levels of significance:

Unique	80-94
Significant	65-79
Important	50-64

The "System for the Evaluation of Landmarks" is a scoring system used to determine the level of significance. The Commission found the property meets the criteria for designation. Furthermore, the LPC found the house at 1207 Whitebridge Hill Road to be significant architecturally as a distinctive

example of a midcentury modern design from noted 20th century architect William Deknatel. Additionally, the Commission found that the house is a rare example of a well-preserved midcentury home for the Village of Winnetka and its lakefront. They also determined that the current and past owners have maintained a high level of architectural integrity to the home's original design. A report outlining the rationale for recommending approval of the application as well as the LPC results of the "System for the Evaluation of Landmarks" is provided in Exhibit B of Ordinance M-04-2024.

ADDITIONAL BACKGROUND INFORMATION

Locally Designated Landmarks vs Locally Certified Landmarks. The owner(s) of a designated landmark, the alteration of which is subject to the advisory review of the LPC, may request that any alteration be subject to the *binding* review of the LPC. Upon approval of such request by the LPC, a declaration shall be recorded by the Village in the office of the Cook County Recorder of Deeds. Upon recordation the designated landmark becomes a certified landmark, and any proposed exterior alterations *require approval* by the LPC prior to the improvements being made. After a designated landmark has been certified, the certification shall not be withdrawn except for an express determination set forth in a resolution of the Village Council. The applicants are requesting certified landmark status for this property, which requires a *binding* review of any proposed exterior alterations by the LPC.

Currently, the Village has 31 designated landmarks and one certified landmark, which is located at 455 Birch Street. **Attachment 3** contains a map showing the location of landmarks and other historic properties in the community.

State Property Tax Assessment Freeze Program. Given questions that were raised with past landmark designation applications reviewed by previous Village Councils, staff is providing the following information regarding the Property Tax Assessment as additional background information.

The Property Tax Assessment Freeze Program (the "Program") is administered by the Illinois State Historic Preservation Office (SHPO). The Program freezes the assessed value of a historic, owner-occupied principal residence (base year valuation) for eight years when the owner undertakes a substantial, approved rehabilitation. After eight years, the assessed value is brought back to market level over a period of four years: Year 1 - base valuation plus 25% of the adjustment in value; Year 2 - base year valuation plus 50% of the adjustment in value; Year 3 – base year valuation plus 75% of the adjustment in value; and Year 4 – the then fair current market value.

To qualify for the Program, a property must: (1) be a certified historic structure, either by listing on the National Register of Historic Places individually or in a district, or by local landmark designation in a community with an approved historic preservation ordinance; (2) be a single-family, owner-occupied, principal residence; (3) undergo a rehabilitation that has eligible expenses equal to or exceeding 25% of the property's fair market value within a two year period; and (4) undergo a rehabilitation that meets the Secretary of the Interior's "Standards for Rehabilitation."

It is important to note that not every locally designated landmark qualifies for the Program. Additionally, a property does not need to be designated as a local landmark to qualify for the Program. A property that is listed on the National Register of Historic Places, but not designated as a local landmark, can also apply to the Program. Since 1995, 18 properties in the Village have participated in the Program. The owner of 1207 Whitebridge Hill Road has informed staff that they hope to qualify for the State Property Tax Assessment Freeze Program.

RECOMMENDATION:

Consider introduction of Ordinance No. M-04-2024. The Ordinance would designate the house at 1207 Whitebridge Hill Road as a locally designated certified landmark.

ATTACHMENTS:

1. Attachment 1 - Ordinance No. M-04-2024: Designating 1207 Whitebridge Hill Road as a Certified Landmark
2. Attachment 2 - LPC Staff Report – March 28, 2024, including Application Materials, and Excerpt of draft April 1, 2024, LPC meeting minutes.
3. Attachment 3 - Historic Property Map

ATTACHMENT 1

ORDINANCE NO. M-04-2024

AN ORDINANCE DESIGNATING 1207 WHITEBRIDGE HILL ROAD AS A CERTIFIED LANDMARK

WHEREAS, Chicago Title Land Trust Company ("**Owner**") is the owner of the property commonly known as 1207 Whitebridge Hill Road, 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 improved with a single-family home known as the Arno and Verna Myers House ("**Myers House**"); and

WHEREAS, Chapter 15.64 of the Winnetka Village Code ("**Village Code**"), titled "Landmark Preservation," sets forth standards and procedures for preserving, protecting, enhancing, rehabilitating, and regulating buildings, structures, objects, and places of historical, cultural, or architectural significance ("**Landmark Regulations**"); and

WHEREAS, pursuant to Section 15.64.040 of the Landmark Regulations, Rehan Aslam ("**Applicant**") submitted an application for the designation of the Subject Property as a certified landmark to the Director of the Landmark Preservation Commission ("**Commission**"); and

WHEREAS, pursuant to, and in accordance with, the Landmark Regulations, a duly noticed public hearing of the Commission to consider the Applicant's application was held on April 1, 2024; and

WHEREAS, on April 1, 2024, the Commission made findings, which findings are attached as **Exhibit B**, and evaluated the application and the Subject Property using the Village's System for the Evaluation of Landmarks and gave the Subject Property an overall score of 88.8, resulting in the highest rating of "unique"; and

WHEREAS, pursuant to the findings made by the Commission and the overall rating of the Subject Property as unique, the Commission: (i) determined that the Subject Property meets the criteria for the evaluation of landmarks set forth in the Landmark Regulations; and (ii) unanimously recommended that the Village Council designate the Subject Property as a certified landmark; and

WHEREAS, the Village Council has considered the recommendation of the Commission and has determined that it is in the best interest of the Village and its residents to accept the findings and recommendation of the Commission, which findings are incorporated herein, and approve the designation of the Subject Property as a certified landmark;

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 1 as the findings of the Council of the Village of Winnetka, as if fully set forth herein.

SECTION 2: CERTIFIED LANDMARK DESIGNATION. In accordance with, and pursuant to, Section 15.64.040 of the Village Code, the Village Council hereby designates the Subject Property as a certified landmark.

SECTION 3: EFFECTIVE DATE. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

PASSED this 7 day of May, 2024, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this ____ day of _____, 2024.

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 _____, 2024.

Introduced: May 7, 2024

Passed and Approved: _____, 2024

EXHIBIT A
LEGAL DESCRIPTION OF SUBJECT PROPERTY

Lot 2 in Swanscott Number 1, A Subdivision in the Southeast $\frac{1}{4}$ of Section 8, Township 42 North, Range 13, East of the Third Principal Meridian, According to the Plat Thereof Recorded June 8, 1955 As Document Number 16261374 in Cook County, Illinois.

Commonly known as 1207 Whitebridge Hill Road, Winnetka, Illinois.

PIN: 05-08-400-030-0000

EXHIBIT B
LANDMARK PRESERVATION COMMISSION FINDINGS

CONSIDERATION OF LANDMARK ELIGIBILITY

***Arno and Verna Myers House
1207 Whitebridge Hill Road, Winnetka***

This report is an integral part of the April 1, 2024, Landmark Preservation Commission meeting minutes and is also compiled based on the submitted application for local landmark designation written by Rehan Aslam and Laurel Overstreet.



Figure 1 – 1207 Whitebridge Hill Road (Spring 2023)

Findings of the Commission

Based on the System for the Evaluation of Landmarks contained in Chapter 15.64 of the Village Code titled “Landmark Preservation” (see attached rating sheet), 1207 Whitebridge Hill Road was rated a “Unique” property with a score of “88.8.”

Architectural Type, Style and Period. The 1207 Whitebridge Hill Road house was built in 1957 as a mid-century modern style home from noted Chicago architect William F. Deknatel. The Commission found the house to be an exceptional example of residential twentieth-century modernist architecture and an extremely rare example within the Village. Based on that information, the home was judged to be “extremely rare” with a rating of “5.”

Method of Construction. The Commission determined that the regionally sourced limestone cladding and modernist construction method are unique to the Village. With regard to rarity in method of construction, the home was judged to be “rare” with a rating of “4.”

Association with a Historical Event, Person, or Cultural Activity. The Commission identified the architect as being notable in architectural history for both Chicago and Winnetka, with the original owner having local importance. The original owner, Arno Myers, founded a local building products manufacturing company and served as the President of Glencoe and the New Trier Board of Education. With regard to association to a historical event, person or cultural activity, the Commission rated the home as a “5” with association at the state, county, and local level.

Association with an Architect or Master Builder. The architect was William F. Deknatel who studied at Princeton University, the École des Beaux-Arts of Paris, and Frank Lloyd Wright’s Taliesin for his architectural education and was well known for his modernist designs. The Commission rated the home as a “5” for its association with an architect on a national level of significance.

Established or Familiar Visual Feature. The Commission identified the property as a unique and distinct looking house along a lakefront neighborhood. The Commission rated the home as a “4” for being a “symbol of a neighborhood or a conspicuous and familiar structure in the context of the entire village.”

Originality. The design integrity of the house was determined to be excellent because the lack of any significant alterations in its history. The Commission rated the home’s originality and alterations of design integrity as “excellent,” warranting a score of “5.”

Age of Structure. The house was constructed in 1957 which warrants a score of “1.”

Alteration of Surrounding Properties (View from Property). The Commission noted that while the views to the north and south have changed because of newer homes, the east and west views have remained the same. The Commission noted that many of the surrounding homes had changed over time. The Commission determined the condition of the surrounding site as “original,” which warranted a score of “5.”

Alteration of Original Site (View of Property). The Commission noted that the home’s exterior façade had one of its original colors restored and much of the exterior materials remain original from the home’s construction. The Commission determined the condition of the original site as still “original,” which warranted a score of “5.”

Structural Condition. The Commission determined the structural condition to be “exceptional,” which warranted a score of “5.”

Resolution

The Landmark Preservation Commission found the house at 1207 Whitebridge Hill Road to be significant and more than satisfactory for the criteria of local landmark designation. The Commission found the property to be significant architecturally for being a distinctive example of a midcentury modern house from noted 20th century architect William Deknatel. They also determined that the house is a rare example of a well-preserved mid-century home for the Village of Winnetka and its lakefront. They also identified the home as having maintained a high level of architectural integrity to its original design from the owners of past and present.

Based upon these considerations and the System for Evaluation rating of “Unique,” with a score of “88.8,” the Commission voted unanimously to recommend that the Village Council designate the house at 1207 Whitebridge Hill Road as a local landmark.

Respectfully Submitted,

Jack Coladarci
Chris Enck
Laura Good

Joseph Stewart
Paul Weaver
Beth Ann Papoutsis



MEMORANDUM VILLAGE OF WINNETKA

COMMUNITY DEVELOPMENT DEPARTMENT

TO: LANDMARK PRESERVATION COMMISSION
 FROM: CHRISTOPHER, MARX, AICP, ASSOCIATE PLANNER
 DATE: MARCH 28, 2024
 SUBJECT: 1207 WHITEBRIDGE HILL ROAD - LANDMARK DESIGNATION
 NOMINATION (CASE NO. 24-05-LPC)

INTRODUCTION	
Meeting Date	April 1, 2024
Commission Action	Determine whether the subject property meets the criteria for landmark designation, for a recommendation to the Village Council which has final approval.
Property Address	1207 Whitebridge Hill Road (See Figure 1)
Property Owner	Chicago Title Land Trust Company
Application Submitted by	Rehan Aslam
Mail Notice Sent to Property Owners within 250 feet	Completed with certified mail
Public Comments as of Date of Memo	Staff received three written comments regarding the application that are included as Attachment C .
PROPERTY DESCRIPTION	
Size	0.59 acres
Location	East side of Whitebridge Hill Road to the north of Sheridan Road
Improvements	Single-family residence and attached garage
Zoning	R-2 Single Family Residential
Surrounding Zoning	R-2 Single Family Residential
PROPERTY HISTORY	See Attachment A, Application Materials
Constructed	1957
Architect	William F. Deknatel
Additional Construction Activity	2017 – Tear off and install new shingles
Illinois Historic Structure Survey Listing	No

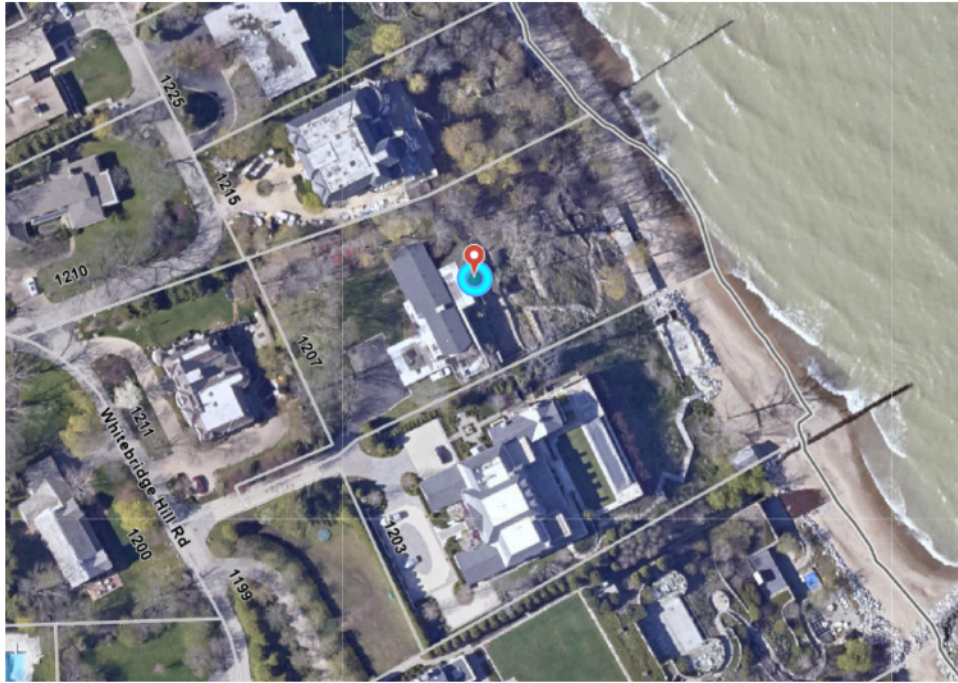


Figure 1 – Subject Property (Aerial)



Figure 2 – Subject Property (North Elevation)



Figure 3 – Subject Property (East Elevation From Driveway)

COMMISSION REVIEW AND FINDINGS

In the attached application materials submitted by the Applicants, the Applicants have provided a history of the Subject Property identifying the architect, the ownership history, and a description of any alterations to the Subject Property.

The LPC is to make findings and a recommendation to the Village Council on the application. Following receipt of testimony at the public hearing, the LPC shall make its determination and recommendation to the Village Council that, based on the evidence received at the public hearing, the Subject Property does or does not meet the criteria for designation. The criteria to consider when evaluating a potential landmark are as follows:

1. General Considerations:

- a. The structure, building, object or site has significant character, interest or value as part of the historic, cultural or architectural characteristics of the Village, the state or the United States;
- b. The structure, building, object or site is closely identified with a person or persons who significantly contributed to the culture or development of the Village, the state or the United States;
- c. The structure, building, object or site is the result of the notable efforts of, or is the only known example of work by, a master builder, designer, architect, architectural firm or artist whose individual accomplishment has influenced the development of the Village, the state or the United States;
- d. The unique location or singular physical characteristics of the structure, building, object or site make it an established and important visual feature;
- e. The activities associated with the structure, building, object or site make it a current or former focal point of reference in the Village;
- f. The structure, building or object is of a type or is associated with a use once common but now rare, or is a particularly fine or unique example of a utilitarian structure and possesses a high level of integrity or architectural significance.

2. Architectural Significance

- a. The structure, building, object or site represents certain distinguishing characteristics of architecture inherently valuable for the study of a time period, type of property, method of construction or use of indigenous materials;
- b. The structure, building, object or site embodies elements of design, detail, material or craftsmanship of exceptional quality;
- c. The structure, building, object or site exemplifies a particular architectural style in terms of detail, material, and workmanship.
- d. The structure, building, object or site is one of the few remaining examples of a particular architectural style;
- e. The structure, building, object or site is, or is part of, a contiguous grouping that has a sense of cohesiveness expressed through a similarity of style characteristics, time period, type of property, method of construction, or use of indigenous materials, and accents the architectural significance of an area.

3. Historical Significance:

- a. The structure, building, object or site is an exceptional example or an historic or vernacular style, or is one of the few such remaining properties in the Village;
- b. The structure, building, object or site has a strong association with the life or activities of a person, persons, organization or group who significantly contributed to or participated in historic or cultural events;
- c. The structure, building, object or site is associated with a notable historic event.

To assist the LPC in the review of nominations, the Village Council adopted the System for the Evaluation of Landmarks, a copy of which is provided as **Attachment B** in this report. The System for the Evaluation of Landmarks is consistent with the criteria listed above and is a scoring system to determine the level of significance of the Subject Property.

Additionally, the LPC's recommendation may include an explanation of a significant feature or features of the Subject Property that should be preserved and protected, as well as any other information the LPC may deem pertinent to the determination or recommendation.

A Commission member may make one of the two following motions (a) the Building and/or Property Does Not Meet the Criteria for Designation, or (b) the Building and/or Property Does Meet the Criteria for Designation:

Building and/or Property Does Not Meet the Criteria for Designation

The Commission finds that the application for the Landmark Nomination for 1207 Whitebridge Hill Road does not meet the criteria set forth for designation.

Building and/or Property Does Meet the Criteria for Designation

The Commission finds that the application for the Landmark Nomination for 1207 Whitebridge Hill Road does meet the criteria set forth for designation.

The Commission finds that the reasons for preservation and protection, as well as any other pertinent information to the recommendation include:

1. *[Commission member to fill in]*
2. _____
3. _____

Based upon these findings, the LPC recommends approval of the landmark nomination. The Village has final jurisdiction regarding the designation of a local landmark.

CERTIFICATION OF DESIGNATED LANDMARKS

The owner(s) of a designated landmark, the alteration of which is subject to the advisory review of the LPC, may request that any alteration be subject to the *binding* review of the LPC. Upon approval of such request by the LPC, a declaration shall be recorded by the Village in the office of the Cook County Recorder of Deeds. Upon recordation the designated landmark becomes a certified landmark, and any proposed exterior alterations **require approval** by the LPC prior to the improvements being made. After a designated landmark has been certified, the certification shall not be withdrawn except for an express determination set forth in a resolution of the Village Council.

At this time, the Applicant is requesting certified landmark status. The request is to have the Subject Property recognized as a certified landmark, which **requires a binding approval** of proposed exterior alterations by the LPC. It should be noted that the Applicants' request does not include any exterior

alterations.

ATTACHMENTS

Attachment A: Application Materials

Attachment B: System for Evaluation of Landmarks

Attachment C: Public Correspondence

LDMK



VILLAGE OF WINNETKA, ILLINOIS
DEPARTMENT OF COMMUNITY DEVELOPMENT

LANDMARK NOMINATION APPLICATION

Thank you for considering landmark status for your property. If you have questions about landmark nomination or about this application, please contact Christopher Marx, Associate Planner in the Community Development Department, at 847.716.3587 or cmarx@winnetka.org.

Please attach responses to questions on this form separately. If you do not know the answer or if the question does not relate to your property, simply write, "don't know" or "not applicable."

To assist you, attached is How to Research Your House, a page of useful resources for learning more about your property. Both the Community Development Department (phone no. 847.716.3587) and the Winnetka Historical Society (phone no. 847.501.6025) can answer many of your questions.

The Landmark Preservation Commission (LPC) meets the first Monday of each month at 7:00pm at Village Hall. Your application is reviewed by the LPC at a public hearing. The Village will notify your neighbors of this public hearing at least 15 days before the meeting date.

A decision by the LPC to recommend the property as a landmark will take place at this meeting or the following meeting. After the LPC's written report is sent to the Village Council, the landmark nomination is placed on the Council's agenda for its next available meeting date.

The Village Council designates a Winnetka Landmark by ordinance. A preliminary vote to designate a landmark at one Village Council meeting will be followed by a final vote at the following Council meeting. The Village Council meets on the first and third Tuesdays of the month.

MATERIALS FOR SUBMISSION

Please provide 1 hard copy and 1 electronic copy (.pdf), of the following information. (Email electronic copy to cmarx@winnetka.org.)

1. Property Information

Site Address: 1207 Whitebridge Hill Rd Parcel Identification Number(s) (PIN): 05-08-400-030-01

2. Property Owner Information

Name: Ray Hahn REHAN ASLAM Phone No. [REDACTED]
Email: [REDACTED]

3. Current plat of survey. See attached document.

4. Deed proving ownership. See attached.

5. How long have you owned the property? Since 2015

If you know, list previous owners of the property and when they owned it. Do you know whether any of the owners had a particular influence on the village's history? Arno R. Myers was a local businessman and school administrator who

commissioned the house and owned it until 1965. Edward S. Donnell and his wife ov

6. Date of construction, if known: ~~02/08/2024~~ 1956

In the following section, we ask about information that is important in evaluating landmark requests. For questions that are not relevant, write "none" or "not known." Please provide sources for your information. Referring to the title and page number of a book is fine. For other documents, it would help to include a copy of your source. If the source is Village Hall, simply write what the reference is, for example: "Water hook-up – Village Hall."

1. If known, name of architect: William F. Deknatel Architectural firm: _____
Designer and/or Builder: Not applicable Do you have original plans? Copy only, attached
Is the property associated with a historical person or group? If so, please explain. William Deknatel was a student of Frank Lloyd Wright who blended Prairie and Modern styles of architecture. See attached document for details.
Is the property associated with a notable historic event? If so, please explain. Deknatel built the Myers House as part of a series of residences for suburban professionals in the mid-1950s.
2. Alteration History: Please include current photos of all sides of the building and older photos, if available. The "structure files" at the Winnetka Historical Society may have older photos. See attached document.
If known, describe changes made to the outside of the building since it was built. Have important change been made to the property as viewed from the street in the last 50 years? Please include descriptions of alterations, dates and architects, if known. *(Note: Building permit records at Village Hall are helpful.)*
No major alterations. Roof, siding, and window frames are original. Trim was painted brown by the previous owners and restored to the original color in 2015.

If known, describe changes made over the last 50 years to the original property, not including alterations to the building itself. These changes could include subdivision, fences, or new structure added to the property. *(Note: Sanborn maps at Village Hall and the Historical Society are helpful. Also, many buildings in the Village have been moved from their original sites.)* No new structures have been added to the property. Fences have been replaced at least twice in the building's history, as shown in the building permit records at Village Hall.
3. Do you have any other information about the property or anecdotes you would like to share? This information can be based upon hear-say, so long as you tell the source. N/A
4. Provide a written statement describing the building, structure, property, object or site and set forth reasons of support of the proposed designation, such reasons including but not limited to one or more of the criteria listed in Section 15.64.030 [Evaluation of Landmarks] of the Village Code (attached). See attached.
5. An evaluation of the building, structure, property, object or site pursuant to the "System for the Evaluation of Landmarks" (attached). See below.
6. A written statement describing the buildings, structures or properties adjacent to or across from the subject building, structure, object or site. See attached.
7. Please specify whether you are applying to be a "designated landmark" or a "certified landmark". Exterior alterations of a "designated landmark" are subject to an advisory review by the Landmark Preservation Commission (LPC). Whereas, exterior alterations of a "certified landmark" are subject to a binding review by the LPC. For more information on the certification of designated landmarks please see Section 15.64.070 of the attached chapter of Village Code (15.64). See attached.
8. I/We hereby certify that I/We am (are) the owner(s) of the property described in this application and wish to make application for designation of this property as a landmark by the Village of Winnetka.

Name(s): Rehan Aslam

Signature(s): Rehan Aslam

Date: 02/06/2024

Village of Winnetka, Illinois, Landmark Nomination

Application:

1207 Whitebridge Hill Road (The Arno and Verna Myers House)

4. Building Description and Significance

The Arno and Verna Myers House is located at 1207 Whitebridge Hill Rd on the northeast edge of Winnetka, Illinois. It was designed in the Modern style with International and Wrightian influences by William F. Deknatel, a Chicago native and student of Frank Lloyd Wright who studied architecture at Princeton, the École des Beaux-Arts in Paris, and Wright's own Taliesin.¹ The house has been extremely well-preserved since its construction in 1956-1957, making it a uniquely significant example of residential modern architecture in Winnetka. Though Winnetka has not historically been identified as a center of the modern movement in Chicagoland, the Myers House provides evidence of innovation and creative experimentation in midcentury housing design within the Village.

Arno and Verna Myers moved to Winnetka from Glencoe, settling in the Hubbard Woods neighborhood. The area was already known for its notable European-influenced architecture², but in the mid-1950s, midcentury designs characterized by simplicity, clean lines, and use of glass and metal were just reaching the suburbs and residential communities surrounding Chicago. Winnetka, along with other villages that had developed around commuter railroad lines, possessed the available land necessary for new construction and the middle-class professionals who drove demand for modern homes designed by skilled architects.³

The Myers House is an adapted form of Ranch Style with International Style features and traces of Wrightian influence, a hybridization of modern and Wrightian architecture that architectural historian Susan Benjamin termed "Post-Prairie."⁴ The structure's initial resemblance to more standard (and standardized) Ranch Style homes is apparent from the front elevation (Figure 3). The low, horizontal profile, prominent carport, and large picture windows are typical of postwar suburban designs. However, the colorful, contrasting trim, overhanging eaves, and use of wood

¹ Susan S. Benjamin and Michelangelo Sabatino, *Modern in the Middle: Chicago Houses 1929–1975* (New York: The Monacelli Press, 2020), 46.

² Barbara Sholl, "Hubbard Woods: A 'Lakeside' Community," *Gazette* (Winnetka, IL), Winter 1996, Winnetka Historical Society, <https://www.winnetkahistory.org/gazette/hubbard-woods-a-lakeside-community/>.

³ John Zukovsky and Betty Blum, "Architecture in Context, The Avant-Garde in Chicago's Suburbs: Paul Schweikher and William Ferguson Deknatel," Chicago: Graham Foundation for Advanced Studies in the Fine Arts and the Art Institute of Chicago, c1984.

⁴ Susan Benjamin, "55 Beach Road." Glencoe Historical and Architectural Survey, 1985, Glencoe Historical Society, Glencoe, IL.

and stone building materials mark the house as a hybrid of modern styles, similar to the Usonian houses designed by Frank Lloyd Wright.

The structure is frame and masonry with a steel and concrete foundation. The shake roof over the living spaces is center-ridged and hipped with boxed eaves, typical of the Prairie Style, while the attached carport has a flat asphalt roof more common to modern architectural forms. The exterior walls are a mixture of wood and stone with picture windows on three of the four sides. The complex floor plan, bi-level on the north side of the house, is set into a slope leading down to the lake, another indicator of Wright's influence.

The attached carport is the dominant feature of the front elevation. Approaching from the driveway, it initially obscures the main entryway, which is off-center and inconspicuous behind a low wall. Tree foliage hides the low brick chimney, making the building appear even flatter and emphasizing its horizontal lines. Painted weatherboard and Fond du Lac limestone walls contrast with red trim on the widely projecting eaves, which were restored to their original color in 2015.⁵ The limestone exterior walls are broken up by the concealed entrance, triple-pane picture window, and a clerestory window, creating a column-like effect that nods to the Ranch Style's tendency to repeat design elements in patterns of three.⁶ The entry alcove has wooden siding of Philippine mahogany. Deknatel's choice of materials and contrasting trim create visual interest without additional ornamentation, in keeping with the principles of functionalist design on which modernism was built.

On the north side (Figure 4), a swept-back gable roof projects over two stories offset by a half level from the main part of the house. Picture windows on both levels look into two of the house's four bedrooms and offer views of the walkway to the back patio and the rose arbors original to the 1957 landscaping plan done by Alfred Caldwell. The scale of these windows is one of the clearest markers of Deknatel's training in International Style, where glass walls and well-lit open spaces featured prominently. To maximize space and light within each of the bedrooms, the middle panes of both windows form a convex corner without a center divider. Deknatel employed the same technique on other modern residences he designed as part of the series that included the Myers House.⁷

The east-facing elevation (Figure 5) is primarily made up of windows that form a horizontal ribbon overlooking Lake Michigan. Notably, Deknatel designed the public-facing front of the house with the fewest windows, opting for a modernist, practical approach that valued privacy over aesthetics. In contrast, the back of the house offers maximum natural light, access to the

⁵ Ray Hahn, email message to author, October 3, 2023.

⁶ Virginia Savage McAlester, *A Field Guide to American Houses: The Definitive Guide to Identifying and Understanding America's Domestic Architecture*, rev. ed. (New York: Alfred A. Knopf, 2022): 600.

⁷ Benjamin, "55 Beach Road."

lake, and scenic views to the living spaces and patio. Looking up from the bottom of the slope on which the house sits, the Wrightian influences are clear, the view emphasizing the projecting roof and geometric shapes that break up the rectangular box of the Ranch Style. The slope of the ground is treated as an integral part of the design rather than as an obstacle.⁸

The Myers House's hybridized design represents an attempt to create a house perfectly suited to the needs of modern American life as defined in the 1950s: an efficient, healthy, and pleasing space in which to recuperate from the stresses of work among nature and family. In the continued effort to define a new, modern American architectural style uncluttered by older European design forms, modern architects like Deknatel drew heavily on Frank Lloyd Wright's use of natural materials and minimal ornamentation while at the same time incorporating midcentury ideals of technological advancement, efficient use of space, and privacy for the nuclear family. With the Myers House and similar designs, Deknatel used Wrightian elements to elevate and personalize the practical and straightforward Ranch Style that served as the base form.

The Myers House is the only recorded structure in Winnetka designed by William Deknatel and would be the first mid-century modern house to be designated a Village landmark.⁹ In the Midwest and particularly in Chicago, past architectural surveys and preservation efforts have focused on earlier masterworks, documenting surviving nineteenth century architectural styles and a few exceptional early attempts to create a definitively American residential architectural style. More recently, attention to modern architecture has focused on workspaces and public buildings typically designed by well-known architects such as Mies van der Rohe and Sullivan. Modern architecture, especially as applied to residences, of the succeeding generation has not yet received substantial attention, but Winnetka and other Chicagoland communities offer promising sites for this work to take place.

Deknatel's fusion of modern architectural styles represents the mid-twentieth century movement to bring the best of modernism to homeowners while retaining elements of natural beauty and that particularly American sensibility that Frank Lloyd Wright termed "Usonian." The Myers House provides a high-quality and well-preserved example by a skilled regional architect that illustrates the style's functionality, simplicity, and elegance.

⁸ Benjamin and Sabatino, *Modern in the Middle*, 34.

⁹ "Winnetka's Designated Landmarks," Village of Winnetka, IL, accessed February 4, 2024, <https://www.villageofwinnetka.org/271/Winnetkas-Designated-Landmarks>.

6. Adjacent Structures

There are three other residences adjacent to 1207 Whitebridge Hill Rd, though the house's situation on its plot and the landscaping are designed to obscure views of the neighboring properties and create a sense of privacy. All three buildings are twenty-first century constructions. To the north, 1215 Whitebridge Hill Rd is the oldest structure, finished in 2000. 1203 and 1211 Whitebridge Hill Rd to the south and west were built in 2002 and 2006, respectively. None of these buildings share the modern architecture or Wrightian influences of 1207, instead favoring Neoclassical and Italianate forms.

7. Certified Landmark Application

This application is for certified landmark status.

Floor & Landscaping Plan

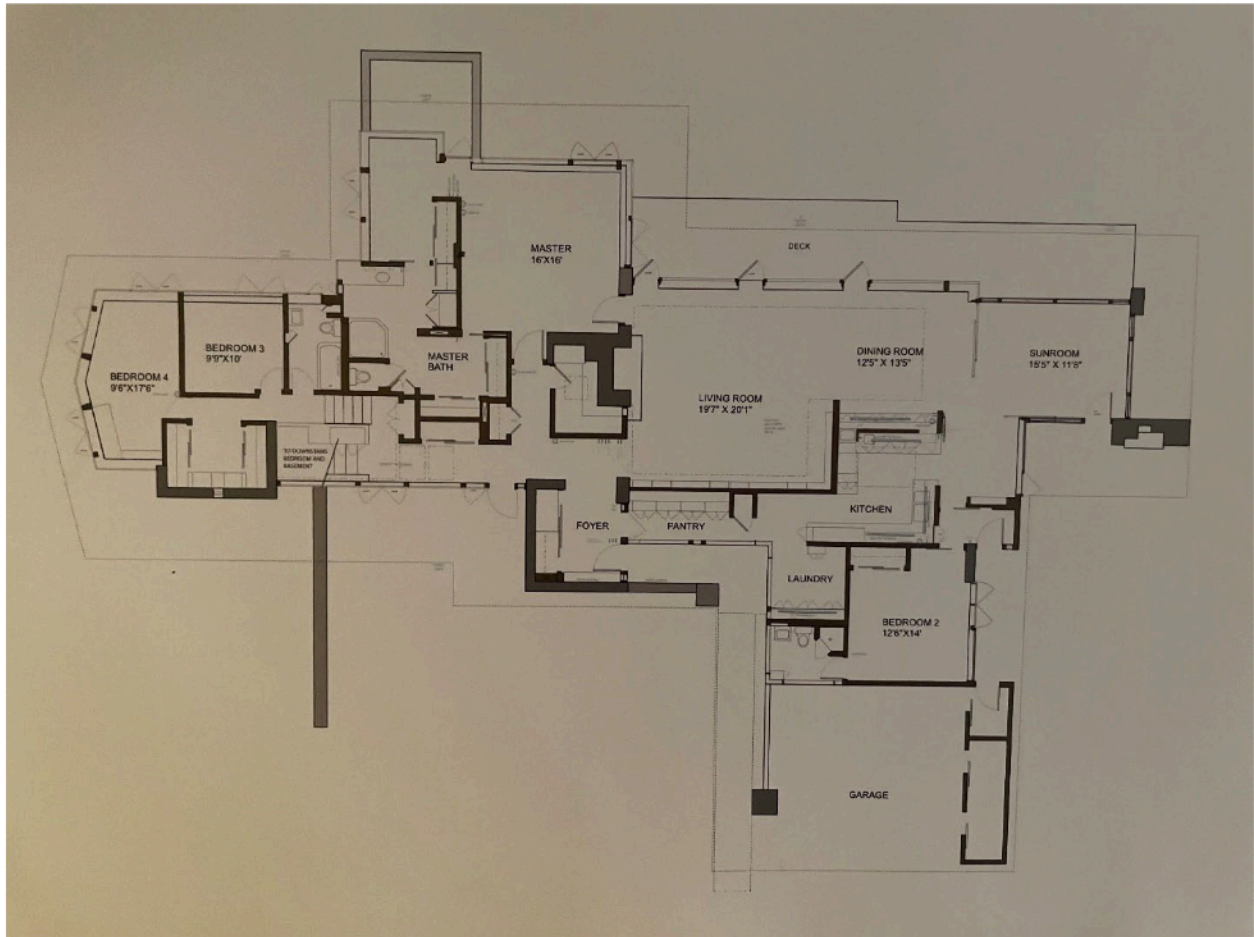


Figure 1 Copy of 1956 floor plan from 1207 Whitebridge Hill Road: 1964-2015.

Certified Landmark Nomination Application:
1207 Whitebridge Hill Road (Arno and Verna Myers House)

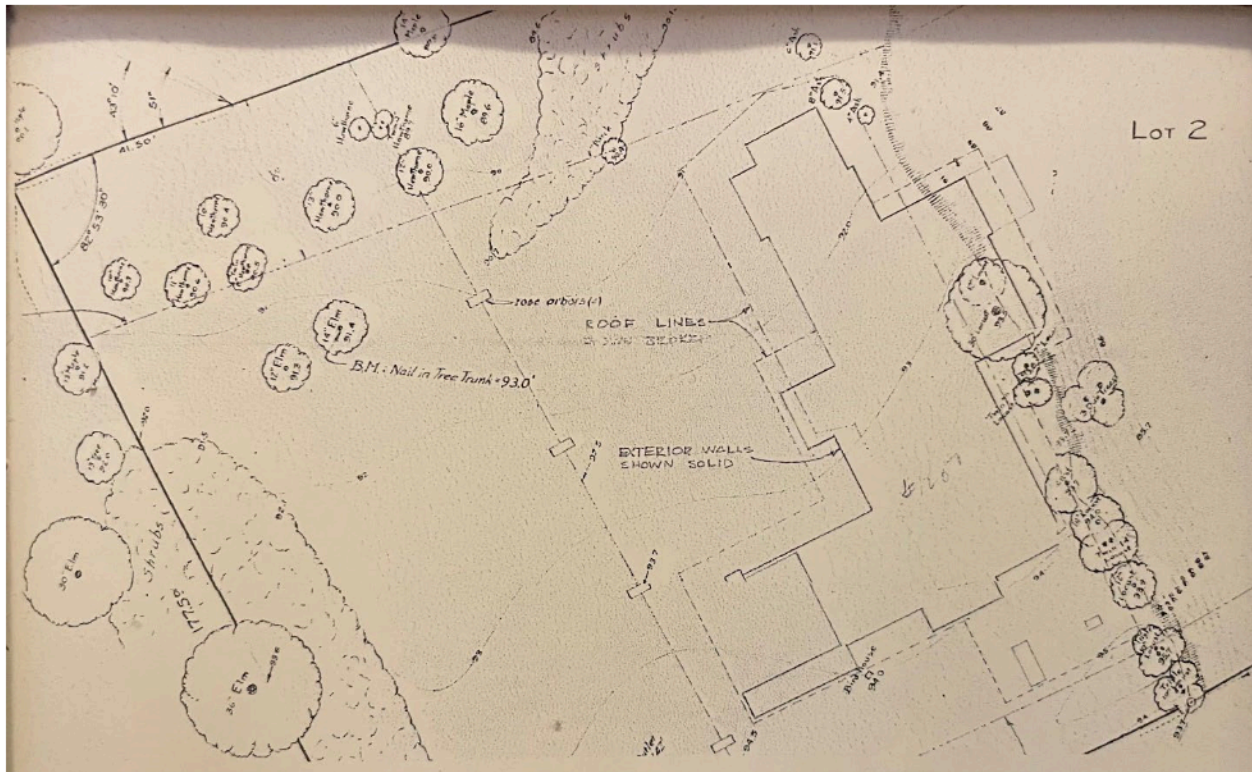


Figure 2 Landscape Plan by Alfred Caldwell. From 1207 Whitebridge Hill Road: 1964-2015.

Photographs



Figure 3 Front elevation of the Arno and Verna Myers House.

Certified Landmark Nomination Application:
1207 Whitebridge Hill Road (Arno and Verna Myers House)



Figure 4 North elevation.

Certified Landmark Nomination Application:
1207 Whitebridge Hill Road (Arno and Verna Myers House)



Figure 5 East elevation.

Bibliography

1207 Whitebridge Hill Road: 1964-2015. Self-published, Shutterfly MyPublisher, [2015?].

“5 Bedrooms and a Secluded Private Beach, for \$3.5 Million.” *Chicago Tribune*, January 14, 2015. <https://www.chicagotribune.com/redeye/redeye-1207-whitebridge-hill-road-winnetka-20150114-photogallery.html>.

“Application for Building Permit and for Certificate of Occupancy and Compliance.” December 7, 1955. Village of Winnetka, Winnetka, IL.

Benjamin, Susan. “55 Beach Road.” Glencoe Historical and Architectural Survey, 1985. Glencoe Historical Society, Glencoe, IL.

Benjamin, Susan S., and Michelangelo Sabatino. *Modern in the Middle: Chicago Houses 1929–1975*. New York: The Monacelli Press, 2020.

Caldwell, Alfred. “Oral History of Alfred Caldwell.” By Betty J. Blum. Chicago Architects Oral History Project, March 1, 1987. <https://artic.contentdm.oclc.org/digital/collection/caohp/id/1605/rec/2>.

“Certificate of Occupancy and Compliance.” Village of Winnetka Department of Public Works, January 30, 1958.

Friedland, Roger, and Harold Zellman. *The Fellowship: The Untold Story of Frank Lloyd Wright and the Taliesin Fellowship*. New York: HarperCollins, 2006.

McAlester, Virginia Savage. *A Field Guide to American Houses: The Definitive Guide to Identifying and Understanding America’s Domestic Architecture*. Rev. ed. New York: Alfred A. Knopf, 2022.

Professionals Associated Survey, Inc. “Plat of Survey of Lot 2 in Swanscott No. 1.” Community Development Department, Village of Winnetka, Winnetka, IL.

“Property Characteristics for PIN: 05-08-400-030-0000.” Cook County Property Tax Portal. Accessed September 14, 2023. <https://www.cookcountypropertyinfo.com>.

“Property Details.” Cook County Assessor’s Office. Accessed September 14, 2023. <https://www.cookcountyassessor.com/pin/5084000300000>.

Sholl, Barbara. “Hubbard Woods: A ‘Lakeside’ Community.” *Gazette* (Winnetka, IL), Winter 1996. Winnetka Historical Society. <https://www.winnetkahistory.org/gazette/hubbard-woods-a-lakeside-community/>.

- “William Deknatel.” Chicago Bauhaus and Beyond. Accessed September 14, 2023.
<https://wp.chicagobauhausbeyond.org/architects-designers/name/william-deknatel/>.
- “William Deknatel, Chicago Architect.” *New York Times*, February 18, 1973.
<https://www.nytimes.com/1973/02/18/archives/william-deknatel-chicago-architect.html>.
- “William Ferguson Deknatel.” Art Institute Chicago. Accessed September 14, 2023.
<https://www.artic.edu/artists/30844/william-ferguson-deknatel>.
- “Winnetka Architectural Survey: 1207 Whitebridge Hill.” October 13, 1982. Winnetka Historical Society, Winnetka, IL.
- “Winnetka’s Designated Landmarks.” Village of Winnetka, IL. Accessed February 4, 2024,
<https://www.villageofwinnetka.org/271/Winnetkas-Designated-Landmarks>.
- Zukovsky, John, and Betty Blum. “Architecture in Chicago, The Avant-Garde in Chicago’s Suburbs: Paul Schweikher and William Ferguson Deknatel.” Chicago: Graham Foundation for Advanced Studies in the Fine Arts and the Art Institute of Chicago, c1984.

PROFESSIONALS ASSOCIATED SURVEY, INC.

PROFESSIONAL DESIGN FIRM NO: 184-003023

7100 N. TRIPP AVE., LINCOLNWOOD, ILLINOIS 60712

TEL.: (847) 675-3000, FAX: (847) 675-2167

E-mail: pa@professionalsassociated.com

www.professionalsassociated.com

PLAT OF SURVEY

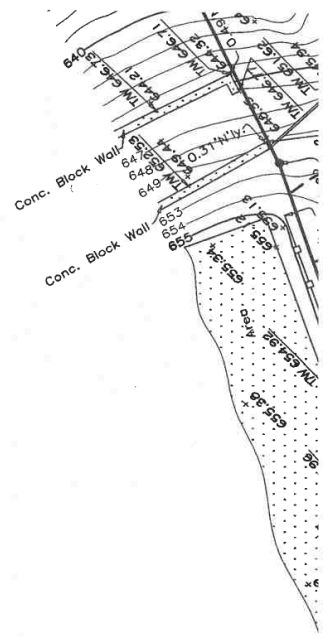
OF

LOT 2 IN SWANSCOTT NUMBER 1, A SUBDIVISION IN THE SOUTHEAST 1/4 OF SECTION 8, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 8, 1955 AS DOCUMENT 16261374, IN COOK COUNTY, ILLINOIS.

LAND TOTAL AREA: 52,961 SQ. FT. = 1.216 ACRE (TO WATERS EDGE ON DATE OF SURVEY)

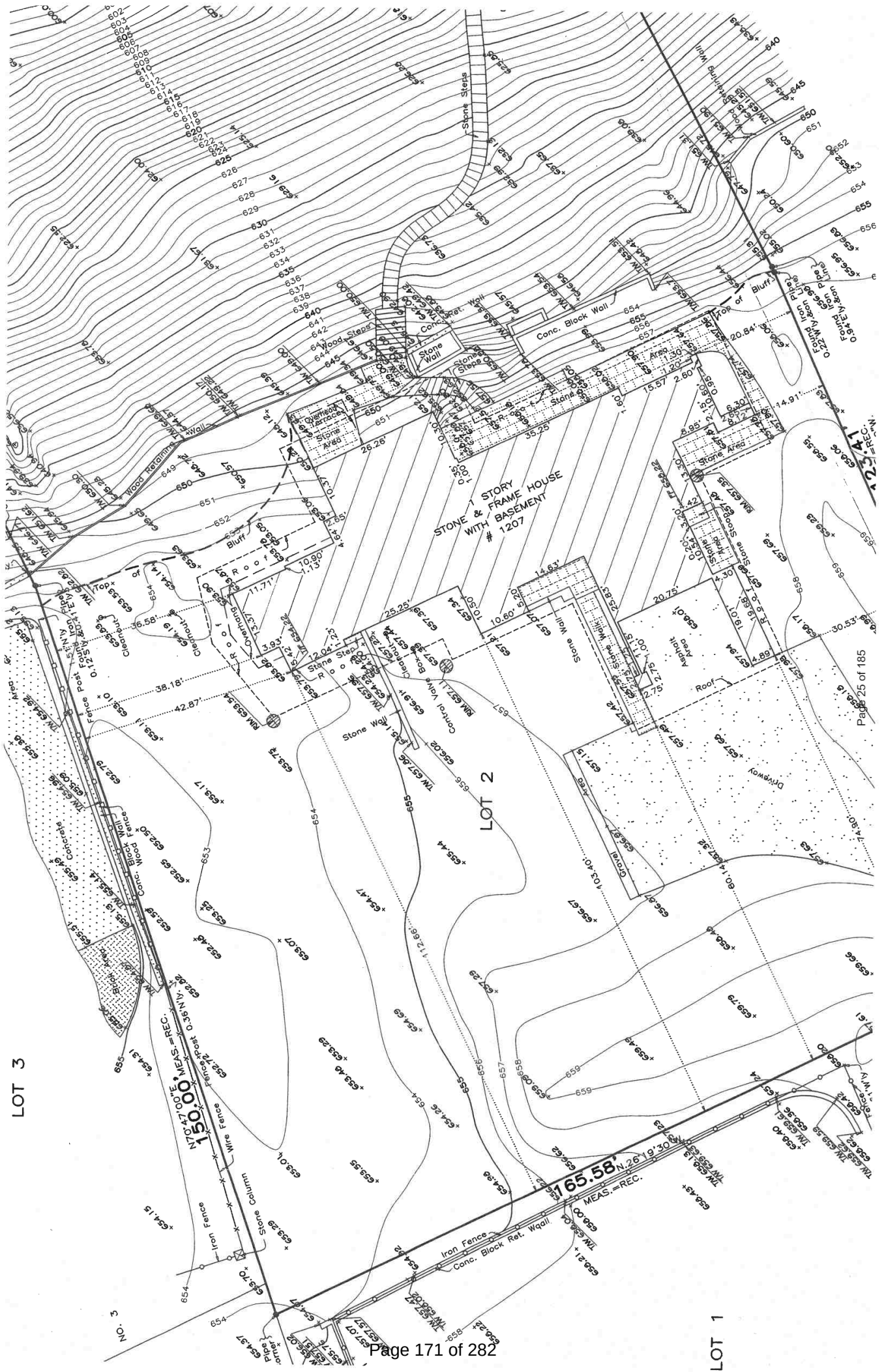
TABLELAND: 25,580 SQ. FT. = 0.587 ACRE.

COMMONLY KNOWN AS: **1207 WHITEBRIDGE HILL ROAD, WINNETKA, ILLINOIS.**



LOT 3

Page 24 of 185



SYSTEM FOR THE EVALUATION OF LANDMARKS

TIER 1

<u>CATEGORY</u>	<u>FACTORS</u>	<u>POINT VALUE</u>	<u>WEIGHT*</u>	<u>SCORE</u>
Rarity: Architectural Type, Style and Period	-Extremely Rare	5		
	-Rare	4		
	-Somewhat Rare	2		
	-Common	0		
Rarity: Method of construction and its application	-Extremely Rare	5		
	-Rare	4		
	-Somewhat Rare	2		
	-Common	0		
Association with an Historical Event, Person, or Cultural Activity	-National	5		
	-State, County or Local	5		
	-None	0		
Association with an Architect or Master Builder	-National	5		
	-State, County or Local	5		
	-Architect or builder identified but of no known importance	1		
	-Architect or builder unknown	0		
Established or Familiar Visual Feature	-Symbol of Village as a whole	5		
	-Symbol of a neighbor- hood or a conspicuous and familiar structure in the context of the entire Village	4		
	-A conspicuous and familiar structure in the context of a neighborhood	3		
	-Not particularly conspicuous or familiar	0		

Tier 1 Score _____
(Add Above 5 lines)

*The (or a) category with the highest point value is given a weight of 10. All other categories are weighted 1.

TIER 2

CATEGORY	FACTORS	POINT VALUE		WEIGHT	SCORE
Alteration of (Originality) Design Integrity	-Excellent	5			
	-Good	4			
	-Fair	3	x	10	=
	-Poor	0			
Age of Structure	-pre-1900	5			
	-1900-1930	3	x	4	=
	-1931-1950	2			
	-1951 to present	1			
Alteration of Surrounding Properties (View from Property)	-Original	5			
	-Minor Alterations	3	x	4	=
	-Major Alterations	0			
Alteration of Original Site (View of Property)	-Original	5			
	-Minor Alterations	3	x	3	=
	-Major Alterations	0			
Structural Condition	-Exceptional	5			
	-Good	3	x	3	=
	-Fair	1			
	-Deteriorated	0			

Tier 2 Score _____
 (Add Above 5 Lines)
 Avg. Tier 2 Score _____
 (Divide Total by 5)

_____	+	_____	=	_____
Tier 1 Score		Avg. Tier 2 Score		Total Score

Level of Significance

<u>Total Points</u>	<u>Category</u>
80-94	Unique
65-79	Significant
50-64	Important

ATTACHMENT B

SYSTEM FOR THE EVALUATION OF LANDMARKS

TIER 1

<u>CATEGORY</u>	<u>FACTORS</u>	<u>POINT VALUE</u>	<u>WEIGHT*</u>	<u>SCORE</u>
Rarity: Architectural Type, Style and Period	-Extremely Rare	5		
	-Rare	4		
	-Somewhat Rare	2		
	-Common	0		
Rarity: Method of construction and its application	-Extremely Rare	5		
	-Rare	4		
	-Somewhat Rare	2		
	-Common	0		
Association with an Historical Event, Person, or Cultural Activity	-National	5		
	-State, County or Local	5		
	-None	0		
Association with an Architect or Master Builder	-National	5		
	-State, County or Local	5		
	-Architect or builder identified but of no known importance	1		
	-Architect or builder unknown	0		
Established or Familiar Visual Feature	-Symbol of Village as a whole	5		
	-Symbol of a neighbor- hood or a conspicuous and familiar structure in the context of the entire Village	4		
	-A conspicuous and familiar structure in the context of a neighborhood	3		
	-Not particularly conspicuous or familiar	0		

Tier 1 Score _____
(Add Above 5 lines)

*The (or a) category with the highest point value is given a weight of 10. All other categories are weighted 1.

TIER 2

CATEGORY	FACTORS	POINT VALUE		WEIGHT	SCORE
Alteration of (Originality) Design Integrity	-Excellent	5			
	-Good	4			
	-Fair	3	x	10	=
	-Poor	0			
Age of Structure	-pre-1900	5			
	-1900-1930	3	x	4	=
	-1931-1950	2			
	-1951 to present	1			
Alteration of Surrounding Properties (View from Property)	-Original	5			
	-Minor Alterations	3	x	4	=
	-Major Alterations	0			
Alteration of Original Site (View of Property)	-Original	5			
	-Minor Alterations	3	x	3	=
	-Major Alterations	0			
Structural Condition	-Exceptional	5			
	-Good	3	x	3	=
	-Fair	1			
	-Deteriorated	0			

Tier 2 Score _____
 (Add Above 5 Lines)
 Avg. Tier 2 Score _____
 (Divide Total by 5)

_____	+	_____	=	_____
Tier 1 Score		Avg. Tier 2 Score		Total Score

Level of Significance

<u>Total Points</u>	<u>Category</u>
80-94	Unique
65-79	Significant
50-64	Important

ATTACHMENT C

From: [REDACTED]
To: [Planning](#)
Subject: 1207 Whitebridge Hill Rd Landmark
Date: Thursday, March 21, 2024 12:34:02 PM

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

My wife and I live at 1211 Whitebridge Hill Road in Winnetka which is directly in front of the property owned by Mr. and Mrs. Rehan Aslam at 1207 Whitebridge Hill Road.

Mr. and Mrs. Aslam have made application to have their property designated as a Local Landmark. In this regard, please be advised that we have no objection to this request by Mr. and Mrs. Aslam and would encourage the Commission members to act favorably on this request.

Please do not hesitate to contact us if you should need any additional information.

*Thank you,
Jerome Israelov and Robin Hans
1211 Whitebridge Hill RD
Winnetka, IL 60093*

[REDACTED]
[REDACTED]

From: [REDACTED]
To: [Planning](#)
Subject: LANDMARK PRESERVATION COMMISSION PUBLIC HEARING
Date: Tuesday, March 19, 2024 2:24:48 PM

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

To the City of Winnetka,

We are writing this letter in support of the landmark preservation proposal of 1207 Whitebridge Hill Rd.

We feel that this residence and the historical significance of it can only benefit the city. It will not only highlight Winnetka's appreciation in architectural importance, but can also generate future educational opportunities for the community.

CASE NO. 24-05-LPC
1207 WHITEBRIDGE HILL RD.

Sincerely,
Mi Jin Park and the Park family – Residents of Winnetka

From: [REDACTED]
To: [Planning](#)
Subject: Case No.24-05-LPC -1207 Whitebridge Hill Road
Date: Tuesday, March 19, 2024 7:31:47 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 Commission Members:

My wife and I live at 1203 Whitebridge Hill Road in Winnetka which is located next door to Mr. and Mrs. Rehahn Aslam at 1207 Whitebridge Hill Road.

Mr. and Mrs. Aslam have made application to have their property designated as a Local Landmark. In this regard, please be advised that we have no objection to this request by Mr. and Mrs. Rehan and would encourage the Commission members to act favorably on this request.

Please do not hesitate to contact us if you should need any additional information.

Thank you!

Sincerely,

Ted and Debbie Berghorst

**LANDMARK PRESERVATION COMMISSION
APRIL 1, 2024 MEETING MINUTES**

Members Present:

Jack Coladarci, Chairman
Chris Enck
Laura Good
Beth Ann Papoutsis
Paul Weaver

Members Absent:

Joseph Stuart

Non-Voting Members Present:

Kim Handler

Village Staff:

Christopher Marx, Associate Planner

Landmark Nomination:

a. Case No. 24-07-LPC – 1207 Whitebridge Hill Road: Review of local landmark designation application for the property at 1207 Whitebridge Hill Road.

Rehan Aslam introduced himself as the property owner since 2015 and thanked the Commission and Mr. Marx for their guidance through the application process. He provided the Commission with a history of the home's previous owner who asked that the home not be altered or torn down. Ms. Aslam stated the home is apparently is a midcentury modern home designed by William F. Deknatel and provided a summary of the home's architect and the home which stood out as a Winnetka landmark. He stated the landscaping was improved and confirmed little has been changed of the home from it's original design.

Mr. Marx informed the Commission the home was constructed in 1957 with details included on Attachment A and three written comments included as Attachment C. He then asked if there were any questions or the Commission can discuss the matrix to determine the score with final approval by the Village Council. Mr. Marx then noted pertinent information was highlighted for the Commission to assist in their discussion.

Chairman Coladarci asked if there were any questions. Susan Benjamin provided public comments relating to the architect and described the home as extraordinary. She also offered to provide the Commission with additional research she performed.

Mr. Weaver thanked the applicant for the work performed on the home and recognizing it as a home to be saved. Ms. Good also thanked the applicant for submitting the landmark application and informed the applicant that promising the previous owner that the home would not be torn down is not a guarantee and asked for interior photos. Ms. Aslam responded he would provide additional interior photos. He added the eave was repainted to be red which matched the original accent color of the home. Ms. Papoutsis agreed with the comments made and asked Ms. Aslam if he would agree to have an article written regarding the home and Ms. Aslam agreed. No additional comments were made at this time.

Mr. Marx referred to Attachment B on page 28 for the Commission to consider. The Commission Members discussed the various categories to be scored. They first determined the home to be Extremely Rare with a score of 5. With regard to Method of Construction and Application, the Commission discussed this item at length and determined the home to be Rare with a score of 4. Mr. Marx provided the Commission Members with a summary of how each category is calculated and weighed. With regard to Association

1 with Historical Event, Personal or Cultural Activity, the Commission Members discussed this item at length
2 and determined the home to have a score of 5 for Local. With regard to Association with an Architect or
3 Master Builder, the Commission Members determined the home to have a score of 5. Chairman Coladarci
4 referred to the Established or Familiar Visual Features, Symbol of the Village as a whole, Symbol of a
5 Neighborhood or Conspicuous Structure in the Context of the entire Village, the Neighborhood or not
6 particularly Conspicuous category and the Commission Members determined the home to have a score a
7 4. The Commission Members concluded the home had a Tier 1 score of 68.
8

9 The Commission then referred to Tier 2 and with regard to the first category of Alteration and Design
10 Integrity, the Commission Members determined home scored a 5 of Excellent. With regard to the Age of
11 Structure category, the home resulted in a score of 1 and the Commission Members discussed whether
12 the age of the structure should have anything to do with the home's historical significance. With regard
13 to the Alteration of Surrounding Properties, View from Property, the Commission Members determined
14 the home merited a score of 5. With regard to Alteration of Original Site, View of Property, the
15 Commission Members determined the home to have a score of 5 of Original. With regard to Structural
16 Condition, the Commission Members determined the home to have a score 5 of Exceptional. The Tier 2
17 score was determined to be 20.8 with a total score of 88.8 resulting in the home being in the Unique
18 category.
19

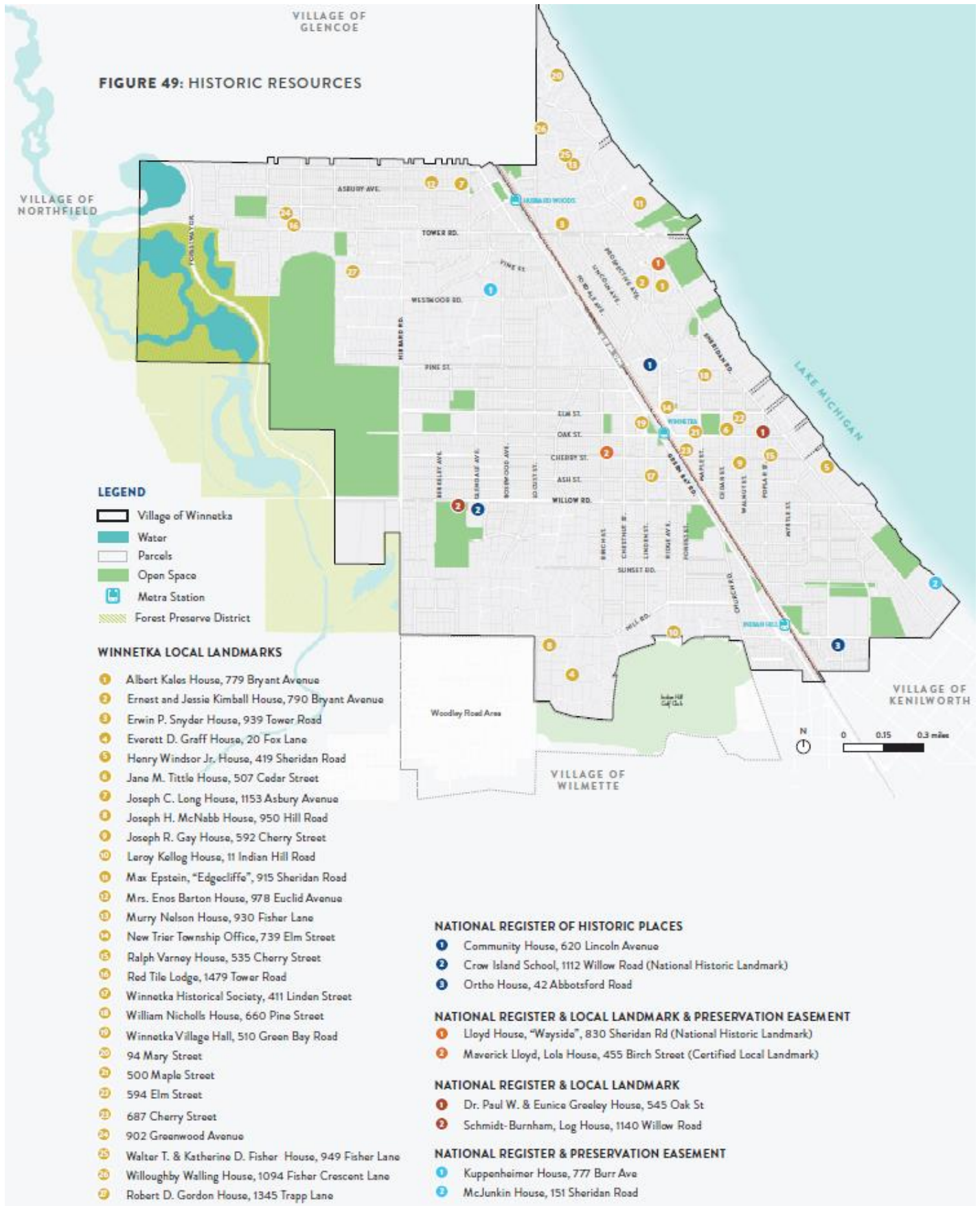
20 Chairman Coladarci referred to the Commission's findings and recommendations to be made to the Village
21 Council and asked for a motion that the home met the criteria for landmark designation. Mr. Enck read
22 the findings into the record. A motion was made by Ms. Papoutsis to approve the home as a landmark
23 designation with the following findings: "(1)The house is a distinctive example of a midcentury modern
24 design from noted 20th century architect William Deknatel; and (2) the house is a rare example of a well-
25 preserved midcentury home for the Village of Winnetka and its lakefront; and (3) the current and past
26 owners have maintained a high level of architectural integrity to the home's original design." Mr. Weaver
27 seconded the motion. A vote was taken and the motion unanimously passed, 5 to 0:

28 AYES: Coladarci, Enck, Good, Papoutsis, Weaver

29 NAYS: None

30 NON-VOTING: Handler

ATTACHMENT 3





Agenda Item Executive Summary

TITLE: Ordinance No. M-05-2024: Granting an Amendment to a Special Use Permit, Variations from the Winnetka Zoning Ordinance, and a Certificate of Appropriateness for the Construction of Improvements to Existing Playgrounds Within the R-4 Single Family Residential District (Introduction/Adoption)

PRESENTER: David Schoon

AGENDA DATE: May 7, 2024

CONSENT: No

ITEM TYPE: Ordinances and Resolutions

ITEM HISTORY:

None

EXECUTIVE SUMMARY:

INTRODUCTION

On May 7, 2024, the Village Council is scheduled to consider Ordinance No. M-05-2024, an Ordinance Granting an Amendment to a Special Use Permit, Variations from the Winnetka Zoning Ordinance, and a Certificate of Appropriateness for the Construction of Improvements to Existing Playgrounds within the R-4 Single Family Residential Zoning District at 1110 Chatfield Road (Hubbard Woods School). The Ordinance is in response to an application submitted by Winnetka Public School District 36 (the "Applicant"), as the owner of the property located at 1110 Chatfield Road (the "Subject Property"). (**Attachment 1**) The Applicant is proposing improvements to existing playgrounds located on the Subject Property and requests approval of the following relief:

1. Approval of an amendment to an existing **Special Use Permit** that allowed construction of an addition on the southwest corner of the existing school building on the Subject Property. The requested amendment would allow improvements to existing playgrounds on the Subject Property, which is located in the R-4 Single-Family Residential Zoning District; and
2. Approval of the following **zoning variations**:
 - a. **Impermeable Lot Coverage (ILC)** of 82,473.21 square feet, whereas a maximum of 63,636.5 square feet is permitted, a variation of 18,836.71 square feet (29.6%) [Section 17.30.030 – Intensity of Use of Lot] [Note: The site currently contains 81,078.21 square feet of ILC. The proposed improvements would add 1,395 square feet]; and
 - b. **Front Yard Setback (Hamptondale Avenue)** of 4.17 feet, whereas a minimum of 30 feet is required, a variation of 25.83 feet (86.1%) [Section 17.30.050 – Front and Corner Yard Setbacks] [Note: The existing play equipment currently provides a front yard setback of 9.33 feet.].

The project consists of improvements to three separate play areas on the Subject Property: (i) the kindergarten play area, which is the play area closest to Hamptondale Avenue; (ii) the west play area located along the southwesterly property line adjacent to the single-family residences; and (iii) the upper play area, which is located next to the school building. The specific improvements for each play area are described below.

Kindergarten Play Area:

- Replacement of the existing woodchip play surface with poured-in-place rubber play surface.

West Play Area:

- Removal of 7,300 square feet of existing asphalt and converted to lawn;
- Removal of existing play equipment and woodchip play surface; and
- New play equipment on poured-in-place rubber play surface in new play area south and east of existing play area.

Upper Play Area:

- Replacement of existing synthetic turf; and
- New sandbox and a few small pieces of play equipment.

The Village Engineering Department has reviewed preliminary engineering plans submitted by the Applicant. Based on these preliminary engineering plans and discussions between the Village Engineer and the Applicant's engineering team, the Village Engineer is confident the final engineering plans will be approved for the proposed improvements. Final engineering plans are required upon submittal of the necessary permits for the proposed improvements.

ADVISORY BOARD/COMMISSION REVIEW

The Zoning Board of Appeals (ZBA) considered the request on March 11, 2024. **Attachment 2** includes the staff report to the ZBA and the meeting minutes, which summarize the request (a similar report was provided to the Plan Commission). After hearing from the Applicant and one adjacent neighbor to the west of the Subject Property who expressed strong support of the project, the ZBA discussed the request and recommended approval by a vote of 6-0. The ZBA was very complimentary of the Applicant for working with the neighbors to find a plan that addressed the neighbors' concerns while also meeting the needs of the school.

The Design Review Board (DRB) considered a Certificate of Appropriateness for the proposed improvements on March 20, 2024. The proposed improvements include a landscape plan that not only includes proposed landscaping along the west property line adjacent to the residential neighbors, but also includes landscaping to screen the mechanical equipment and refuse container enclosure that is currently under construction, as required by Ordinance M-07-2023, which approved the addition that is currently under construction. After hearing from the Applicant and no members of the public, the DRB discussed the proposed improvements and recommended approval by a vote of 5-0. The meeting minutes are provided in **Attachment 3**.

The Plan Commission (PC) considered the request on April 3, 2024. After hearing from the Applicant and no members of the public, the PC discussed the request and, by a vote of 5-0, recommended approval of the request. The meeting minutes are provided in **Attachment 4**.

RECOMMENDATION:

Given all three advisory bodies unanimously recommended approval of the request, the Council may wish to (a) consider waiving introduction of Ordinance No. M-05-2024 and consider adoption of the Ordinance, OR (b) consider only Introduction of Ordinance No. M-05-2024.

ATTACHMENTS:

1. Ordinance No. M-05-2024: Granting an Amendment to a Special Use Permit, Variations, & Certificate of Appropriateness for Hubbard Woods School
2. March 6, 2024, ZBA Staff Report and Attachments, and March 11, 2024, ZBA Meeting Minutes
3. March, 20, 2024, DRB Meeting Minutes
4. April 3, 2024, PC Meeting Minutes

AN ORDINANCE GRANTING AN AMENDMENT TO A SPECIAL USE PERMIT,
VARIATIONS FROM THE WINNETKA ZONING ORDINANCE, AND
A CERTIFICATE OF APPROPRIATENESS FOR THE CONSTRUCTION OF
IMPROVEMENTS TO EXISTING PLAYGROUNDS
WITHIN THE R-4 SINGLE FAMILY RESIDENTIAL DISTRICT
(1110 Chatfield Road)

WHEREAS, the Board of Education of Winnetka Public School District No. 36 (“*School District*”) is the record title owner of the property commonly known as 1110 Chatfield Road, 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 located within the R-4 Single-Family Residential District of the Village (“*R-4 District*”); and

WHEREAS, the School District operates a public school known as the Hubbard Woods Elementary School (“*Elementary School*”) on the Subject Property; and

WHEREAS, the Subject Property consists of approximately 2.92 acres, improved with a school building generally located on the east side of the Subject Property, a playground located on the north and west sides of the Subject Property (“*Playground*”), various athletic courts and fields located on the south side of the Subject Property, and accessory structures; and

WHEREAS, the Playground consists of outdoor playground equipment (“*Existing Equipment*”) which is divided between three play areas: (i) one located closest to Hamptondale Avenue on the Subject Property that consists of a woodchip play area (“*Kindergarten Play Area*”); (ii) one located on the west side of the Subject Property (“*West Play Area*”); and (iii) another located on the north side of the Subject Property (“*Upper Play Area*”), which is comprised of existing synthetic turf and accessory improvements; and

WHEREAS, pursuant to Section 17.16.020 of the Winnetka Zoning Ordinance (“*Zoning Ordinance*”), the operation of an elementary school is not permitted within the R-4 District without a special use permit; and

WHEREAS, on May 16, 2017, the Village Council approved Ordinance No. M-5-2017 (“*Special Use Ordinance*”) granting the School District a special use permit to allow for improvements to the Playground on the Subject Property (“*Special Use Permit*”); and

WHEREAS, the Special Use Ordinance was amended via Ordinances M-07-2022 and M-07-2023 to allow additional playground improvements, site improvements and construction of an addition to the existing school building on the Subject Property; and

WHEREAS, the School District proposes to construct improvements to the Playground by: (i) removing the Existing Equipment, including a woodchip play surface, located in the West Play Area and installing new playground equipment (“*Proposed Equipment*”) in the West Play Area; (ii) removing the wood chip-based play surface and installing a rubberized play surface in

the Kindergarten Play Area; (iii) removing the existing synthetic turf in the Upper Play Area and replacing it with new synthetic turf; and (iv) making other ancillary improvements to the Playground (collectively, the “**Proposed Improvements**”); and

WHEREAS, pursuant to Section 17.56.090 of the Zoning Ordinance, no special use may be enlarged or extended by structural alteration of a building or other structure without amending the special use permit; and

WHEREAS, the School District desires to amend the Special Use Permit to allow for the construction and operation of the Proposed Improvements; and

WHEREAS, pursuant to Section 17.30.030.B of the Zoning Ordinance, the maximum total area of impermeable lot coverage for the Subject Property is 63,636.5 square feet; and

WHEREAS, pursuant to Section 17.30.050 of the Zoning Ordinance, the minimum front yard setback from the west property line of the Subject Property along Hamptondale Avenue (“**West Property Line**”) to the Proposed Improvements is 30 feet; and

WHEREAS, the School District desires to construct and operate the Proposed Improvements in a manner that will: (i) increase the total area of impermeable surfaces on the Subject Property from approximately 81,078.21 square feet to approximately 82,473.21 square feet; and (ii) decrease the front yard setback from the West Property Line, from approximately 9.33 feet for the Existing Equipment in the Kindergarten Play Area to approximately 4.17 feet for the installation of the rubberized play surface in the Kindergarten Play Area; and

WHEREAS, the School District filed an application for: (i) variations from Sections 17.30.030.B and 17.30.050 of the Zoning Ordinance to permit the construction of the Proposed Improvements (collectively, the “**Variations**”); (ii) an amendment to the Special Use Permit pursuant to Sections 17.16.020 and Chapter 17.56 of the Zoning Ordinance to allow the construction and operation of the Proposed Improvements on the Subject Property within the R-4 District (“**Special Use Permit Amendment**”); and (iii) a certificate of appropriateness pursuant to Section 15.40.010 of the Winnetka Village Code (“**Village Code**”) (the Variations, Special Use Permit Amendment, and Certificate of Appropriateness are, collectively, the “**Requested Relief**”); and

WHEREAS, on March 11, 2024, after due notice thereof, the Zoning Board of Appeals (“**ZBA**”) conducted a public hearing on the Requested Relief and, by a vote of six in favor and none opposed, recommended that the Village Council approve the Requested Relief subject to the conditions set forth in this Ordinance; and

WHEREAS, pursuant to Sections 17.60.040, 17.60.050, and Chapter 17.56 of the Zoning Ordinance, the ZBA heard evidence and made certain findings in support of recommending approval of the Variations and the Special Use Permit Amendment; and

WHEREAS, on March 20, 2024, after due notice thereof, the Design Review Board of the Village met to consider a Certificate of Appropriateness for the Proposed Improvements, and by a vote of five in favor and none opposed, recommended the issuance of a Certificate of Appropriateness for the Proposed Improvements; and

WHEREAS, on April 3, 2024, after due notice thereof, the Plan Commission conducted a public hearing on the proposed Special Use Permit Amendment and, by a vote of five in favor and none opposed, recommended that the Village Council approve the Special Use Permit Amendment; and

WHEREAS, 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 provisions or regulations of the Zoning Ordinance from which the Variations have been sought; and

WHEREAS, the Village Council has determined that approval of the proposed Special Use Permit Amendment satisfies the standards for the approval of special use permits within the R-4 District set forth in Chapter 17.56 of the Zoning Ordinance; and

WHEREAS, the Village Council has determined that approval of the Requested Relief for the construction and operation of the Proposed Improvements on the Subject Property within the R-4 District is in the best interest of the Village and its residents; and

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 1 as the findings of the Village Council of the Village of Winnetka, as if fully set forth herein.

SECTION 2: APPROVAL OF SPECIAL USE PERMIT AMENDMENT. Subject to, and contingent upon, the terms and conditions set forth in Section 5 of this Ordinance, the Special Use Permit Amendment is hereby granted, pursuant to Chapter 17.56 and Section 17.16.020 of the Zoning Ordinance and the home rule powers of the Village, to allow the construction and operation of the Proposed Improvements on the Subject Property within the R-4 District.

SECTION 3: APPROVAL OF VARIATIONS. Subject to, and contingent upon, the terms, conditions, restrictions, and provisions set forth in Section 5 of this Ordinance, the following variations are hereby granted with respect to the Subject Property, in accordance with and pursuant to Chapter 17.60 of the Zoning Ordinance and the home rule powers of the Village:

- A. Area of Impermeable Surfaces. A variation from Section 17.30.030.B of the Zoning Ordinance to permit a total of 82,473.21 square feet of impermeable surface.
- B. Front Yard Setback. A variation from Section 17.30.050 of the Zoning Ordinance to permit a front yard setback of 4.17 feet from the West Property Line.

SECTION 4: APPROVAL OF CERTIFICATE OF APPROPRIATENESS. Subject to, and contingent upon, the terms, conditions, restrictions, and provisions set forth in Section 5 of this Ordinance, the Certificate of Appropriateness is granted for the Subject Property, pursuant to Section 15.40.010 of the Village Code and the home rule powers of the Village.

SECTION 5: CONDITIONS. The approvals granted by Sections 2, 3, and 4 of this Ordinance are subject to, and contingent upon, compliance by the School District with the following conditions:

- A. Commencement of Construction. The School District must commence the construction of the Proposed Improvements 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 Improvements and the 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. Compliance with Plans. The development, use, and maintenance of the Proposed Improvements at the Subject Property must be in strict accordance with the following documents and 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:
 - 1. The Proposed Site Plan for the West Campus prepared by Kathryn Talty Landscape Architecture, consisting of one sheet, and with a latest revision date of February 23, 2024, attached to and, by this reference made a part of this ordinance as **Exhibit B**;
 - 2. The Proposed Site Plan for the Upper Play Area prepared by Kathryn Talty Landscape Architecture, consisting of one sheet, and with a latest revision date of February 23, 2024, attached to and, by this reference made a part of this ordinance as **Exhibit C**;
 - 3. The Proposed Project Location Plan prepared by Kathryn Talty Landscape Architecture, consisting of one sheet, and with a latest revision date of February 23, 2024, attached to and, by this reference made a part of this ordinance as **Exhibit D**;
 - 4. The Site Photos prepared by Kathryn Talty Landscape Architecture, consisting of two sheets, and with a latest revision date of February 23, 2024, attached to and, by this reference made a part of this ordinance as **Exhibit E**;
 - 5. The Landscape Plan prepared by Kathryn Talty Landscape Architecture, consisting of two sheets, and with a latest revision date of February 23, 2024, attached to and, by this reference made a part of this ordinance as **Exhibit F**;
 - 6. The Proposed Equipment List for the Upper Area Improvements prepared by Kathryn Talty Landscape Architecture, consisting of one sheet and with

a latest revision date of February 23, 2024, attached to and, by this reference made a part of this ordinance as **Exhibit G**;

7. The Proposed Structure Dimensions prepared by NuToys Leisure Products and Landscape Structures, consisting of one sheet, and with a latest revision date of January 19, 2024, attached to and, by this reference made a part of this ordinance as **Exhibit H**; and
 8. The Proposed Equipment Renderings prepared by NuToys Leisure Products and Landscape Structures, consisting of three sheets, and with a latest revision date of January 21, 2024, attached to and, by this reference made a part of this ordinance as **Exhibit I**.
- D. Continued Effect of Special Use Permit. The Special Use Permit, as amended by this Special Use Permit Amendment, remains in full force and effect; provided, however, that in the event of any conflict between the Special Use Permit and the Special Use Permit Amendment, the provisions of the Special Use Permit Amendment will control.
- E. 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 School District 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 School District must pay upon demand all costs incurred by the Village for publications and recordings required in connection with the aforesaid matters.

SECTION 6: RECORDATION; BINDING EFFECT. A copy of this Ordinance shall be recorded with the Recording Division of the Cook County Clerk. This Ordinance and the privileges, obligations, and provisions contained herein inure solely to the benefit of and are binding upon the School District and each of its heirs, representatives, successors, and assigns.

SECTION 7: FAILURE TO COMPLY. Upon the failure or refusal of the School District 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 Sections 2, 3, and 4 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 Sections 2, 3, and 4 of this Ordinance unless it first provides the School District 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 be amended from time to time. 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 8: FUTURE AMENDMENT OF SPECIAL USE PERMIT. Any future amendments to the Special Use Permit Amendment granted in Section 2 of this Ordinance that may be requested by the School District after the effective date of this Ordinance may be granted only pursuant to the procedures, and subject to the standards and limitations, provided in the Zoning Ordinance.

SECTION 9: 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 School District with the Village Clerk of an Unconditional Agreement and Consent in the form of **Exhibit J** 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 School District does not file with the Village Clerk a fully executed copy of the unconditional agreement and consent described in Section 9.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 7th day of May, 2024, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this ____ day of _____, 2024.

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 _____,
2024.

Introduced: _____, 2024

Passed and Approved: _____, 2024

EXHIBIT A

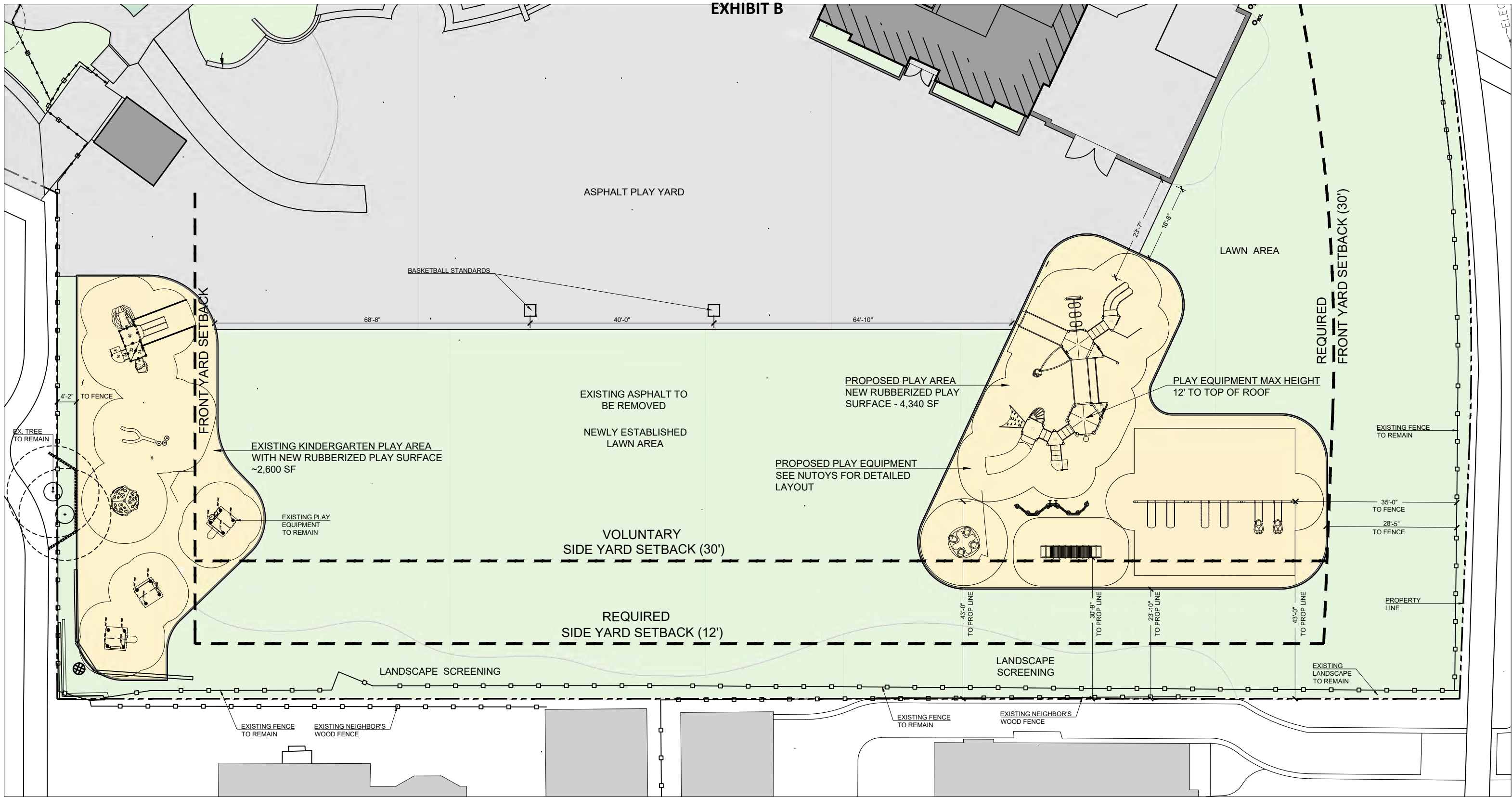
LEGAL DESCRIPTION OF SUBJECT PROPERTY

Those parts of Block 8 in County Clerk's Division according to the plat thereof recorded as Document No. 178081 filed on April 27, 1878, in the Southwest $\frac{1}{4}$ of Section 17, Township 42 North, Range 13 East of the Third Principal Meridian, Village of Winnetka, Cook County, Illinois described as follows: Lots 1, 2, 3, 4, 5 and 12 in said Block 8 in County Clerk's Division and that part of Lot 11 in said Block 8 in County Clerk's Division lying Easterly of a line forming an angle of 24 degrees 56 minutes to the left at the point of intersection with the East line of the Northwest $\frac{1}{4}$ of said Southwest $\frac{1}{4}$ of Section 17, 678.00 Feet South of the Northeast corner of said Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 17.

Commonly known as 1110 Chatfield Road, Winnetka, Illinois.

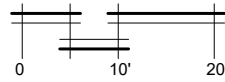
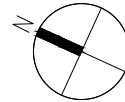
PINS: 05-17-307-012-0000, 05-17-307-013-0000, 05-17-307-024-0000

EXHIBIT B
PROPOSED SITE PLAN FOR WEST CAMPUS
(SEE ATTACHED EXHIBIT B)



SITE PLAN - WEST CAMPUS

SCALE: 1" = 20'-0"



PLAY AREA IMPROVEMENTS

WINNETKA, ILLINOIS

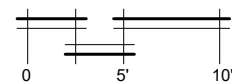
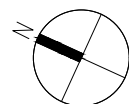
SCHOOL DISTRICT 36 - HUBBARD WOODS SCHOOL

EXHIBIT C
PROPOSED SITE PLAN FOR UPPER PLAY AREA
(SEE ATTACHED EXHIBIT C)



SITE PLAN - UPPER PLAY AREA

SCALE: 1" = 10'-0"



UPPER PLAY AREA IMPROVEMENTS

SCHOOL DISTRICT 36 - HUBBARD WOODS SCHOOL

WINNETKA, ILLINOIS

EXHIBIT D
PROPOSED PROJECT LOCATION PLAN
(SEE ATTACHED EXHIBIT D)

PROJECT LOCATION PLAN

SCALE: 1" = 50'-0"

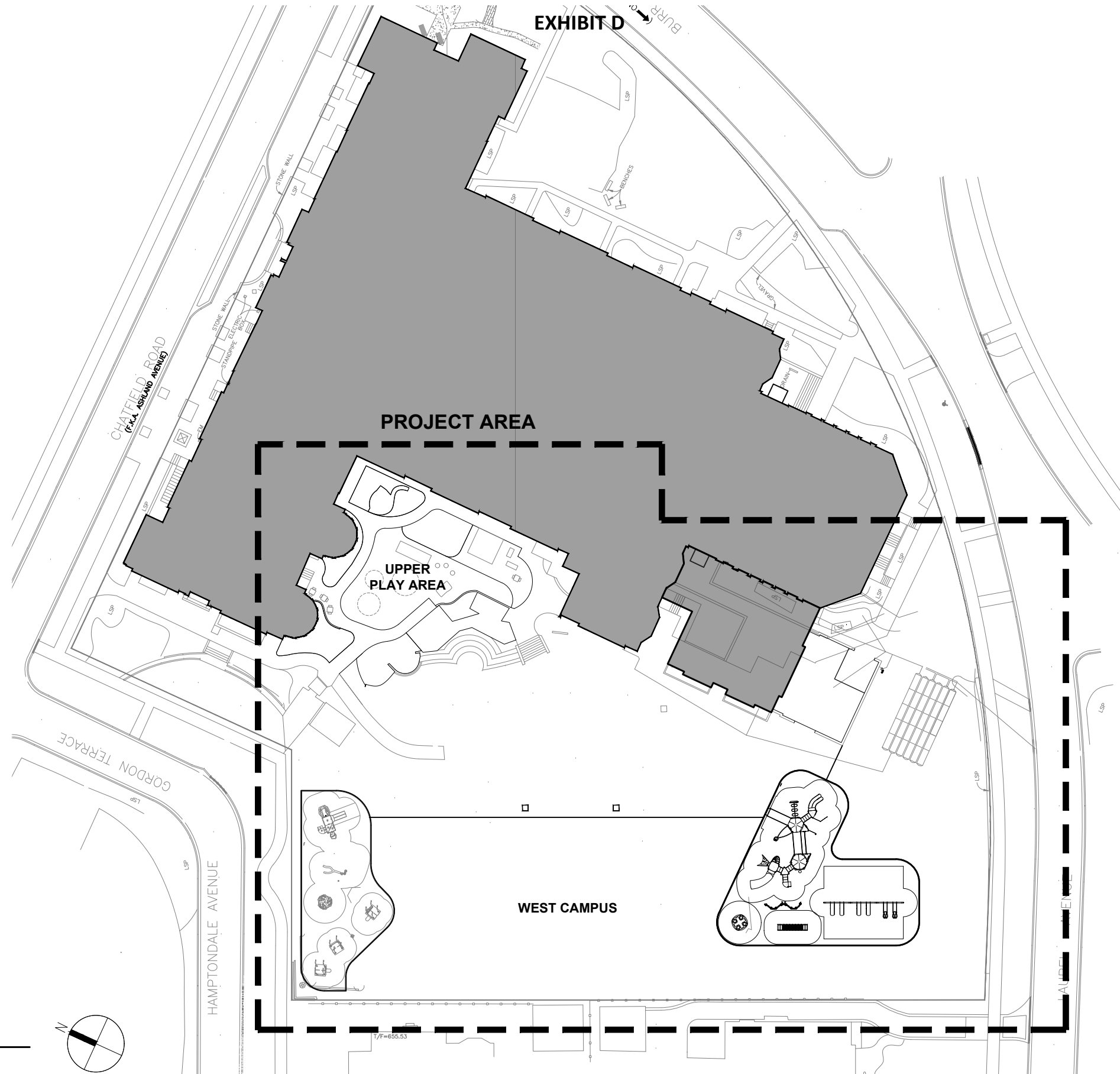
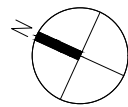


EXHIBIT D

EXHIBIT E
SITE PHOTOS
(SEE ATTACHED EXHIBIT E)



SITE PHOTOS
EXISTING EQUIPMENT TO BE REPLACED



SITE PHOTOS
EXISTING EQUIPMENT TO BE REMAIN



SITE PHOTOS
SITE CONDITIONS





SITE PHOTOS
EXISTING TREES TO BE REMOVED (2)



SITE PHOTOS
EXISTING STRUCTURES TO REMAIN



SITE PHOTOS
EXISTING BRIDGE TO BE RELOCATED



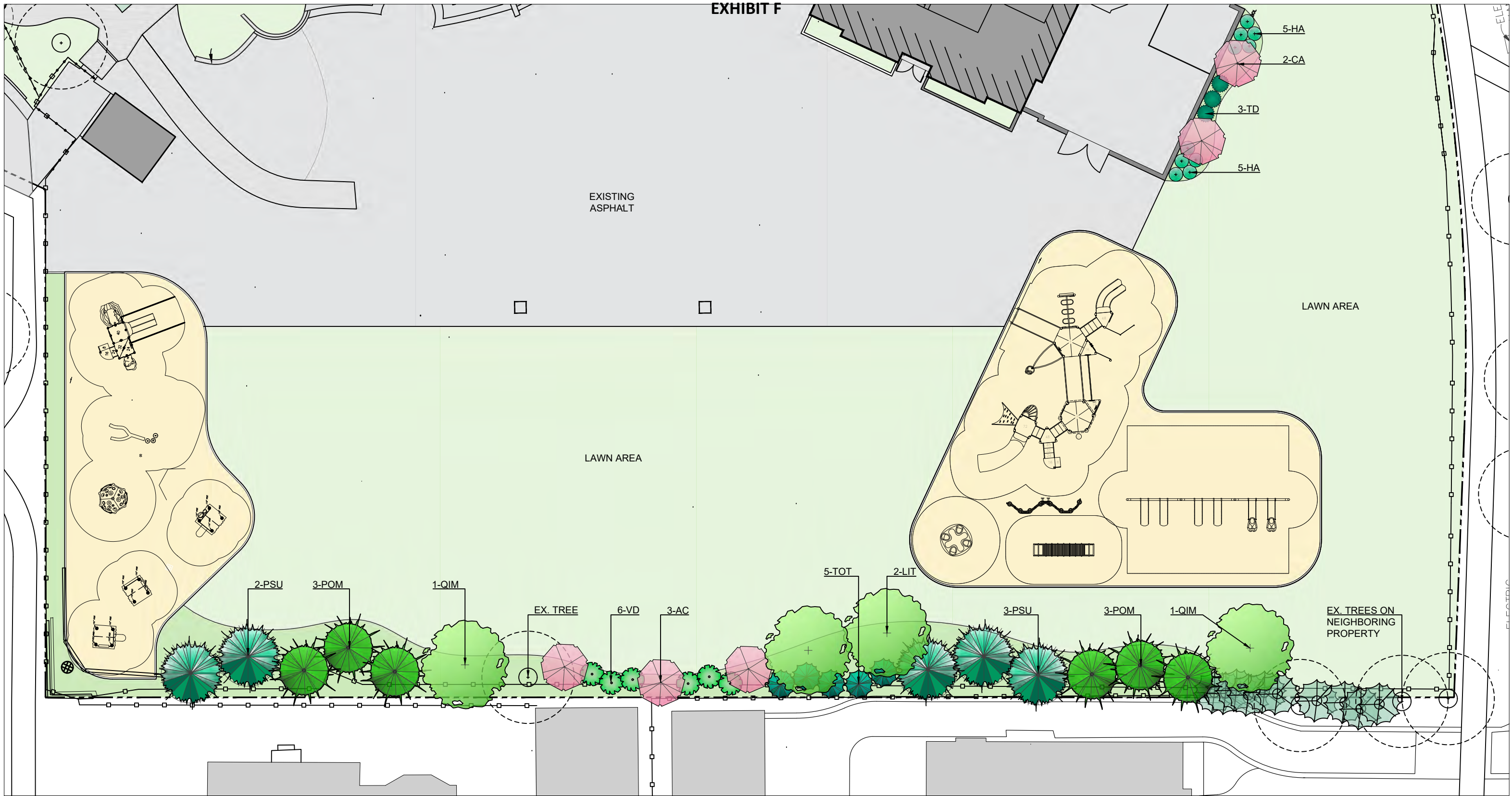
SITE PHOTOS
EXISTING PLAY SURFACE TO BE REPLACED



PLAY AREA IMPROVEMENTS
WINNETKA, ILLINOIS

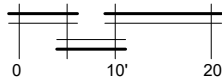
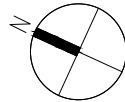
SCHOOL DISTRICT 36 - HUBBARD WOODS SCHOOL

EXHIBIT F
LANDSCAPE PLAN
(SEE ATTACHED EXHIBIT F)



LANDSCAPE PLAN

SCALE: 1" = 20'-0"



PLAY AREA IMPROVEMENTS

SCHOOL DISTRICT 36 - HUBBARD WOODS SCHOOL

WINNETKA, ILLINOIS



SHADBLOW SERVICEBERRY



PAGODA DOGWOOD



SHINGLE OAK



TULIP TREE



ARROWWOOD VIBURNUM



ANNABELLE HYDRANGEA



DENSE YEW

Master Plant List						
Shade Trees						
Symbol	Quantity	Botanical Name	Common Name	Size	Origin	Notes
GBI	1	GINKGO BILOBA	GINKGO	3' BB		URBAN, MALE SPEC. ONLY
LIT	2	LIRIODENDRON TULIPIFERA	TULIP TREE	3' BB	NATIVE	MOIST
QIM	2	QUERCUS IMERICARA	SHINGLE OAK	3' BB		
Evergreen Trees						
POM	4	PICEA OMORICA	SERBIAN SPRUCE	8' BB		URBAN
PSU	5	PSEUDOTSUGA MENZIESII	DOUGLAS FIR	8' BB		
TUT	6	THUJA OCCIDENTALIS 'TECHNY'	TECHNY ARBORVITAE	6' BB		
Ornamental Trees						
AC	3	AMELANCHIER CANADENSIS	SHADBLOW SERVICEBERRY	6' BB	NATIVE	MOIST SOIL
CA	2	CORNUS ALTERNIFOLIA	PAGODA DOGWOOD	8' BB	NATIVE	
Evergreen Shrubs						
TD	3	TAXUS x MEDIA 'DENS'	DENSE YEW	24" BB		
Deciduous Shrubs						
HA	10	HYDRANGEA ARBORESCENS	ANNABELLE HYDRANGEA	5 GAL	NATIVE	
VO	6	VIBURNUM DENTATUM 'CHICAGO LUSTRE'	CHICAGO LUSTRE ARROWWOOD VIBURNUM	48" BB	NATIVE	



TECHNY ARBORVITAE



DOUGLAS FIR



SERBIAN SPRUCE

EXHIBIT G

PROPOSED EQUIPMENT LIST FOR UPPER AREA PLAY IMPROVEMENTS

(SEE ATTACHED EXHIBIT G)



PROJECT TABLE SET
COMMUNITY PLAYTHINGS®



OUTDOOR PLAY KITCHEN
COMMUNITY PLAYTHINGS®



LOG TUNNEL
LANDSCAPE STRUCTURES®



LOG STEPPERS
LANDSCAPE STRUCTURES®



SANDBOX COVER
PLAYGROUND EQUIPMENT USA®

EXHIBIT H
PROPOSED STRUCTURE DIMENSIONS
(SEE ATTACHED EXHIBIT H)

EXHIBIT H

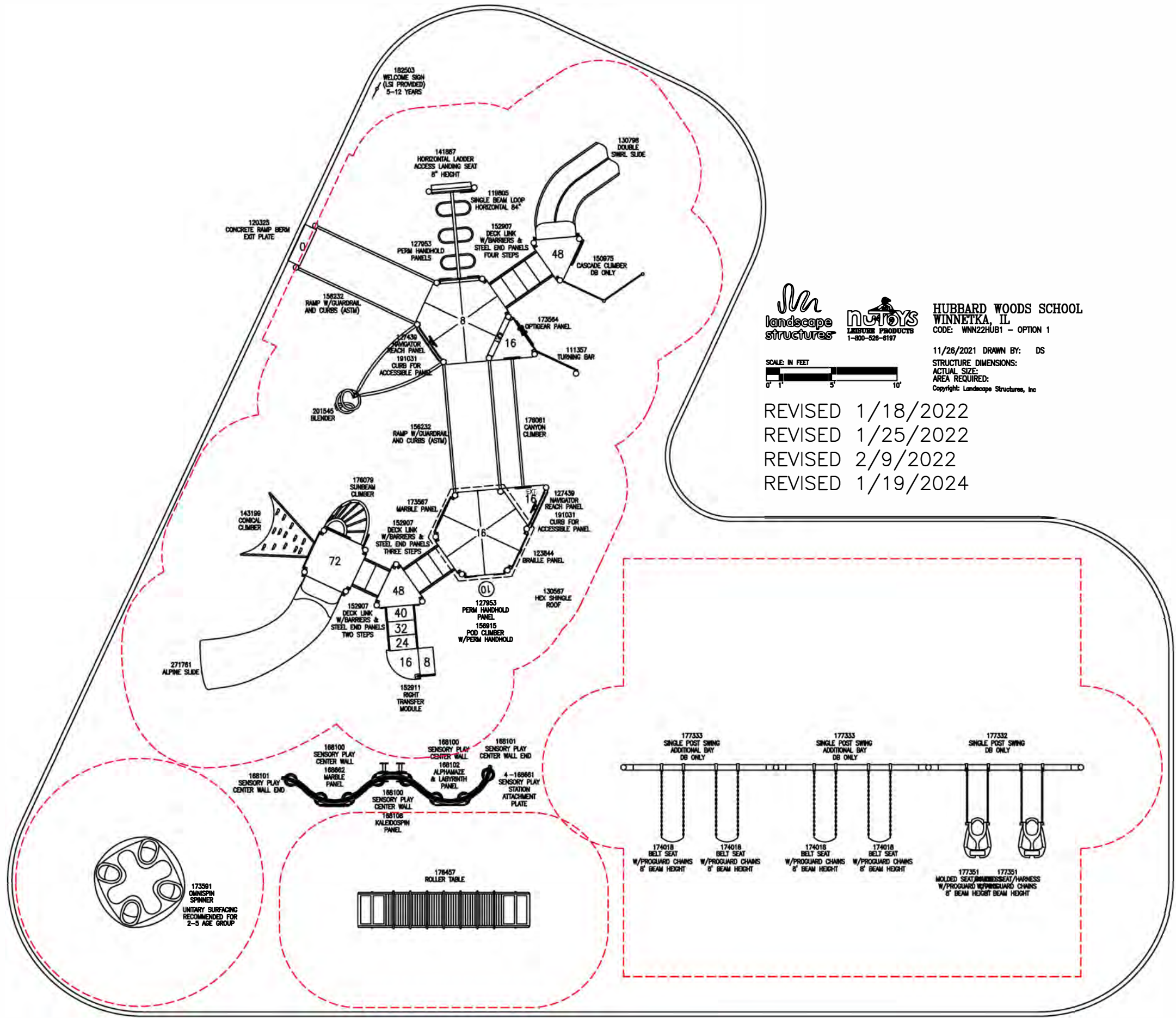


EXHIBIT I
PROPOSED EQUIPMENT RENDERINGS
(SEE ATTACHED EXHIBIT I)







EXHIBIT J
UNCONDITIONAL AGREEMENT AND CONSENT

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

WHEREAS, Board of Education of Winnetka Public School District No. 36 ("***School District***") is the record title owner of the property commonly known as 1110 Chatfield Road in the Village ("***Subject Property***"); and

WHEREAS, the School District proposes to construct improvements to the Playground located on the Subject Property ("***Proposed Improvements***"); and

WHEREAS, Ordinance No. M-05-2024, adopted by the Village Council on May 7, 2024 ("***Ordinance***"), grants to the School District variations from the provisions of the Winnetka Zoning Ordinance, an amendment to a special use permit, and a Certificate of Appropriateness to permit the construction of the Proposed Improvements on the Subject Property (collectively, the "***Requested Relief***"); and

WHEREAS, Section 9 of the Ordinance provides, among other things, that the Ordinance will be of no force or effect unless and until the School District 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 School District does hereby agree and covenant as follows:

1. The School District does hereby unconditionally agree to accept, consent to, and abide by each and all of the terms, conditions, limitations, restrictions, and provisions of the Ordinance.
2. The School District 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 School District 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 Requested Relief 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 School District against damage or injury of any kind and at any time.
4. The School District does hereby agree 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 Requested Relief for the Subject Property.

5. The School District 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: _____, 2024

ATTEST:

**BOARD OF EDUCATION OF WINNETKA
PUBLIC SCHOOL DISTRICT NO. 36**

By: _____
Its: _____

By: _____
Its: _____



MEMORANDUM VILLAGE OF WINNETKA

COMMUNITY DEVELOPMENT DEPARTMENT

TO: ZONING BOARD OF APPEALS
FROM: ANN KLAASSEN, ASSISTANT DIRECTOR
DATE: MARCH 6, 2024
SUBJECT: HUBBARD WOODS ELEMENTARY SCHOOL – 1110 CHATFIELD ROAD
SPECIAL USE PERMIT & VARIATIONS (CASE NO. 24-02-SU)

INTRODUCTION

On March 11, 2024, the Zoning Board of Appeals is scheduled to hold a public hearing on an application submitted by Winnetka Public School District 36 (the “Applicant”), as the owner of the property located at 1110 Chatfield Road (the “Subject Property”). The Applicant is proposing improvements to existing playgrounds located on the Subject Property and requests approval of the following relief:

1. Approval of an amendment to an existing **Special Use Permit** that allowed construction of an addition on the southwest corner of the existing school building on the Subject Property. The requested amendment would allow improvements to existing playgrounds on the Subject Property, which is located in the R-4 Single-Family Residential Zoning District; and
2. Approval of the following **zoning variations**:
 - a. **Impermeable Lot Coverage (ILC)** of 82,473.21 square feet, whereas a maximum of 63,636.5 square feet is permitted, a variation of 18,836.71 square feet (29.6%) [Section 17.30.030 – Intensity of Use of Lot] [Note: The site currently contains 81,078.21 square feet of ILC. The proposed improvements would add 1,395 square feet]; and
 - b. **Front Yard Setback (Hamptondale Avenue)** of 4.17 feet, whereas a minimum of 30 feet is required, a variation of 25.83 feet (86.1%) [Section 17.30.050 – Front and Corner Yard Setbacks] [Note: The existing play equipment currently provides a front yard setback of 9.33 feet.].

A sign has been posted on the Subject Property indicating the time and date of the ZBA public hearing. A mail notice has been 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 February 22, 2024. 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 or amend a Special Use Permit; and (ii) grant any variation that is related in any way to a special use.

PROPERTY DESCRIPTION

The Subject Property, which is approximately 2.92 acres (127,273 square feet) in size, is located on the south side of Chatfield Road between Gordon Terrace and Burr Avenue and contains Hubbard Woods Elementary School (see Figure 1). The Subject Property has three front yards, with street frontage along

Chatfield Road to the north, Burr and Laurel Avenues to the east, and Gordon Terrace and Hamptondale Avenue to the west.

The Comprehensive Plan designates the Subject Property as appropriate for “Institutional (Religious Institution, School, Governmental & Other Facilities)” uses. The property is zoned R-4 Single Family Residential, and it is bordered by R-4 Single Family Residential to the north, east, and west, and R-2 Single Family Residential to the southeast and southwest (see Figure 2).

In addition to single-family residential uses, the R-4 District allows a limited range of additional uses by Special Use Permit. Allowed Special Uses in the R-4 District include (a) church or temple; (b) public school, elementary and high, or private school having a curriculum equivalent to a public elementary school, public high school or public institution of higher learning; and (c) library.

The Applicant’s use of the Subject Property as a school is generally consistent with the Comprehensive Plan land use designation and the R-4 zoning district.



Figure 1 – Aerial Map



Figure 2 – Zoning Map

PROPERTY HISTORY AND PREVIOUS ZONING APPLICATIONS

Hubbard Woods School was constructed circa 1911. There have been several additions and various other improvements to the school and Subject Property over the years. There are twelve (12) previous zoning cases on file for the Subject Property:

1. In 1927, ZBA Case No. 282 was approved for a front yard setback variation to allow an addition to the school;
2. In 1953, ZBA Case No. 788 was approved for a front yard setback variation to allow an addition to the school;
3. Ordinance M-287-90 was adopted in February 1990 by the Village Council, granting a special use permit and variations to allow construction of an addition on the south side of the existing school building. The approved variations were for (a) GFA; (b) roofed lot coverage; (c) impermeable lot coverage; and (d) front yard setback from Laurel and Burr Avenues;
4. Ordinance M-472-96 was adopted in October 1996 by the Village Council, granting a special use permit and variations to allow a temporary mobile classroom structure and playground improvements. The approved variations were for GFA and roofed lot coverage;
5. Ordinance M-481-96 was adopted in January 1997 by the Village Council, granting a front yard setback variation to allow play equipment;
6. In 1997, ZBA Case No. 97-14-SU was a request to allow a temporary mobile classroom that would have exceeded the maximum permitted GFA. The application was withdrawn;
7. Ordinance M-528-98 was adopted in June 1998 by the Village Council, granting an amendment to a special use permit and variations to allow the construction of three one-story additions to the existing school building. The approved variations were for (a) GFA; (b) roofed lot coverage; and (c) impermeable lot coverage;
8. Ordinance M-578-99 was adopted in June 1999 by the Village Council, granting a front yard setback variation to allow play equipment within the minimum required front yard setback along Hamptondale Avenue;
9. Ordinance M-18-2006 was adopted in August 2006 by the Village Council, granting variations to allow playground improvements, a new storage shed, and an Outdoor Environmental Learning Area. The approved variations were for (a) GFA; (b) roofed lot coverage; and (c) impermeable lot coverage;
10. Ordinance M-5-2017 was adopted in May 2017 by the Village Council, granting a special use permit and a front yard setback variation to allow playground improvements within the minimum required front yard setback along Hamptondale Avenue;
11. Ordinance M-07-2022 was adopted on April 19, 2022, by the Village Council, granting an amendment to a special use permit, variations, and a certificate of appropriateness to allow improvements to an existing playground located on the north and west side of the Subject Property. The approved variations were for impermeable lot coverage and the side yard setback from the west property line. The playground improvements approved with the adoption of M-07-2022 were never constructed; and
12. Ordinance M-07-2023 (**Attachment C**) was adopted on April 18, 2023, by the Village Council, granting an amendment to a special use permit, variations, and a certificate of appropriateness to allow construction of an addition to the existing school building and site improvements on the Subject Property. The approved variations were for (a) GFA; (b) roofed lot coverage; and (c) impermeable lot coverage (ILC). Prior to the Village Council's consideration of M-07-2023, the Applicant rescinded its application for an amendment to a special use permit and variations for the playground improvements approved in 2022. Therefore, the ILC approved with the adoption of Ordinance M-07-2023 did not include the area of the rubberized play surface proposed in 2022.

Figures 3 and 4 on the following page are current photos of the site where the improvements are

proposed.



Woodchip Play Surface to be Replaced with Rubberized Poured-in-Place Surface

Figure 3 – Subject Property – Kindergarten Playground
(Play equipment in foreground to remain)



Existing Play Surfaces to be Replaced with Synthetic Turf

Figure 4 – Upper Play Area



Figure 5 – Subject Property – Looking North

(Photo taken in 2023, prior to commencement of current construction project)

PROPOSED PLAN

The Applicant is proposing improvements to three separate play areas on the Subject Property: (i) the kindergarten play area, which is the play area closest to Hamptondale Avenue, (ii) the west play area located along the southwesterly property line adjacent to single-family residences, and (iii) the upper play area, which is located next to the building (see Figure 6). The specific improvements for each play area are described below.

Kindergarten Play Area: The existing woodchip play surface would be replaced with a poured-in place rubber play surface, measuring 2,600 square feet. The existing play equipment would remain the same and in its current location. The poured-in-place surface would be setback 4'-2" from the westerly property line along Hamptondale Avenue.

West Play Area: Approximately 7,300 square feet of existing asphalt located towards the center of the Subject Property would be removed and converted into lawn area. The existing play equipment and woodchip play surface would be removed. New play equipment installed on a poured-in-place rubber play surface would be located in a new play area, south and east of the existing play area (see Figure 7). The proposed equipment would be in a palette of green and brown and supplied by NuToys Leisure Products, specifically from the manufacturer Landscape Structures. The tallest piece of play equipment would be 12 feet in height. This new play area would measure 4,340 square feet and be setback 30 feet from the southeasterly property line along Laurel Avenue and 23'-10" from the southwesterly property line.

Upper Play Area: The existing synthetic turf would be replaced with new synthetic turf and slightly reconfigured, along with the concrete paths. The existing bridge would be relocated within the play area and the existing covered gazebo/ pergola structures would remain. In addition to a new sand box, a few small pieces of play equipment are proposed.

The proposed playground improvements represent a net increase in impermeable lot coverage of 1,395 square feet. The proposed site improvements also include extensive landscaping along the southwesterly property line, which is shared with the adjacent residential neighbors, as well as landscaping to screen the mechanical enclosure that was approved with the addition in 2023.

Excerpts of the existing and proposed site plans, landscape plan, and renderings of the proposed equipment are provided below and on the next pages as Figures 6 through 11. The complete set of plans, including the specific plant list associated with the landscape plan, as well as photos of the three existing play areas are provided in the application materials, which are included in this report as **Attachment B**.

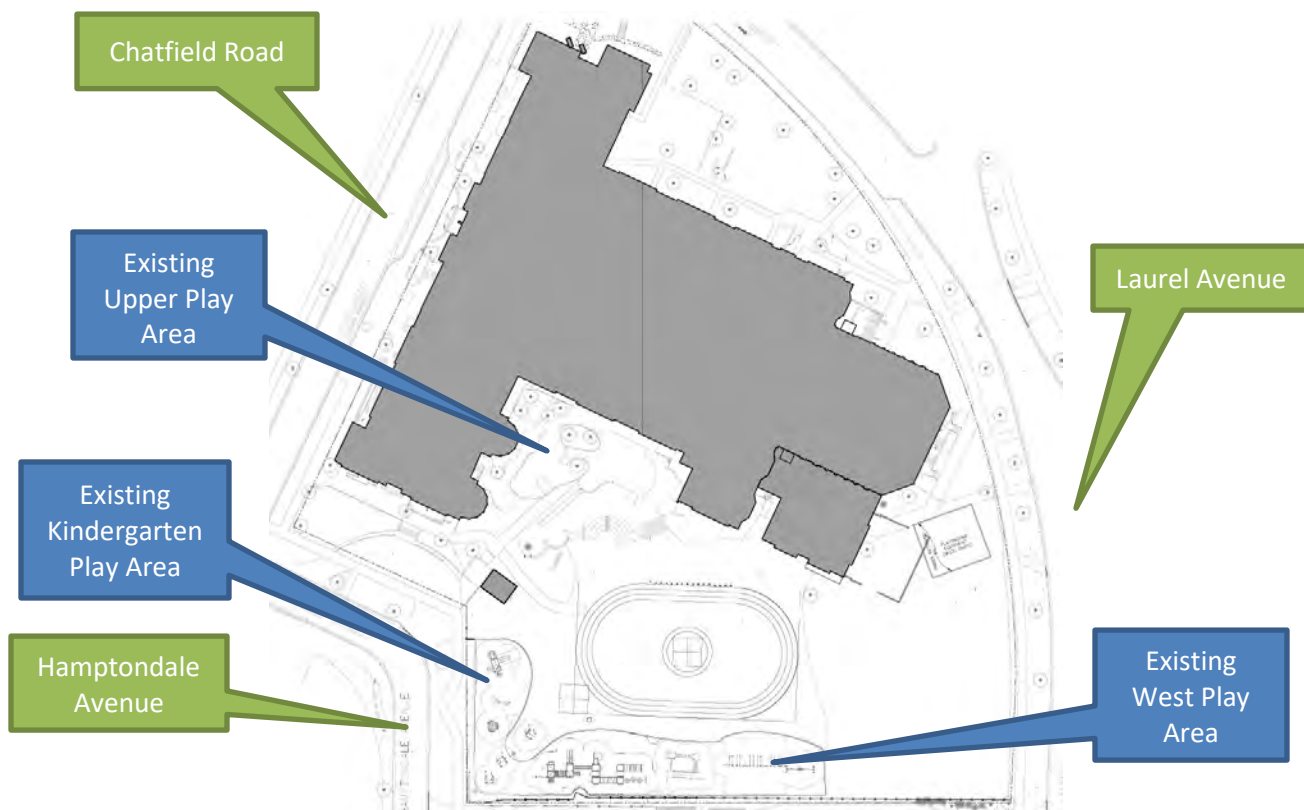


Figure 6 – Existing Site Plan

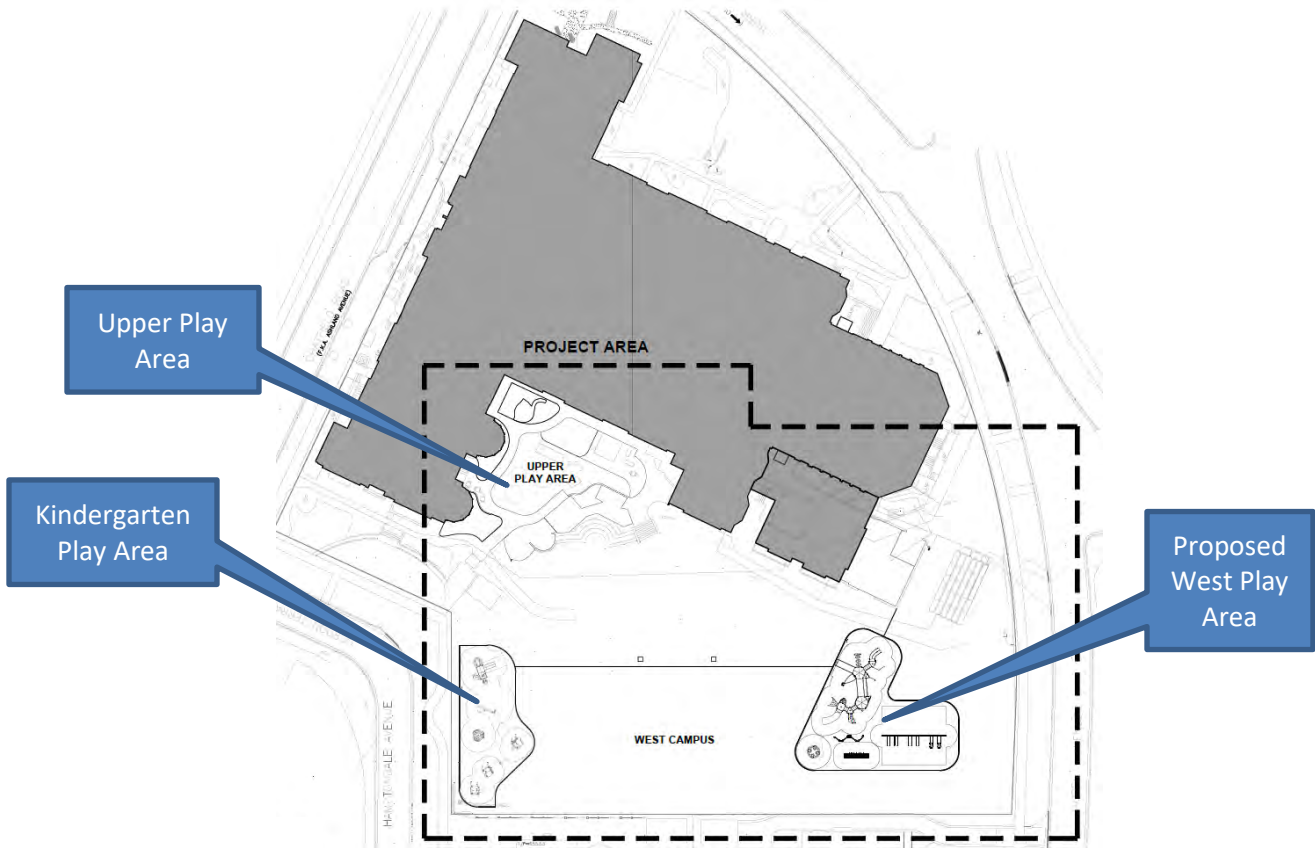


Figure 7 – Proposed Location Plan

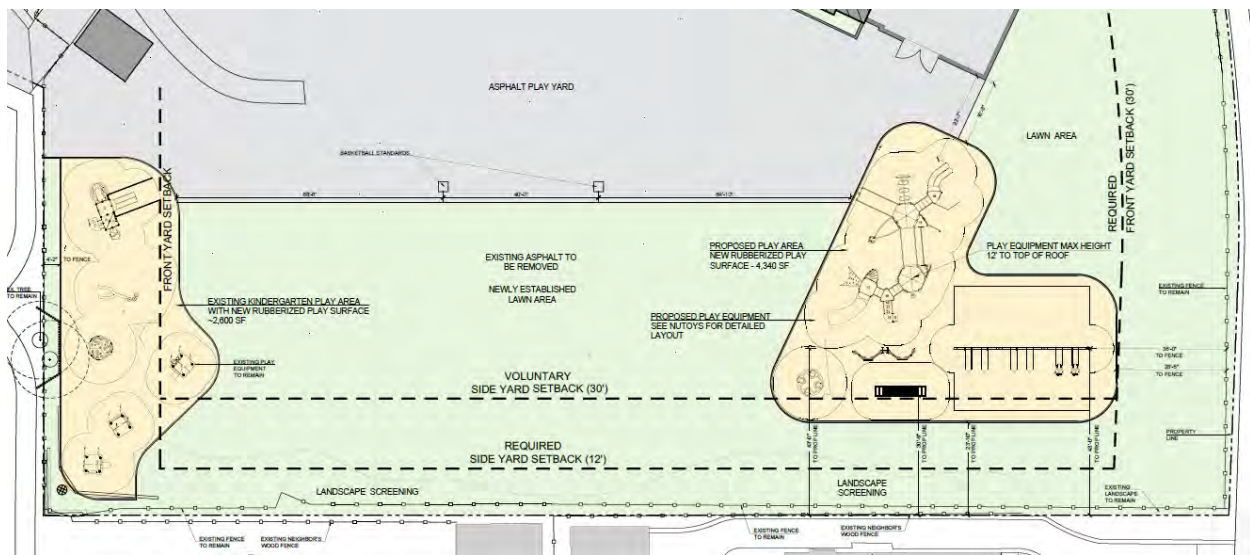


Figure 8 – Proposed Site Plan – West Campus



Figure 9 – Proposed Landscape Plan



Figure 10 – Rendering of Proposed Play Equipment – West Play Area



PROJECT TABLE SET
COMMUNITY PLAYTHINGS®



OUTDOOR PLAY KITCHEN
COMMUNITY PLAYTHINGS®



Figure 11 – Proposed Play Equipment – Upper Play Area

Given the ZBA often receives questions regarding the stormwater regulations applicable to a specific request being considered by the ZBA, it is worth noting that the Applicant has submitted preliminary engineering plans that have been reviewed by the Village Engineer. Based on these preliminary engineering plans and discussions between the Village Engineer and the Applicant's engineering team, the Village Engineer is confident the final engineering plans will be approved for the proposed improvements. Figure 12 below represents the Subject Property's proximity to the floodplain; the cyan represents the 100-year floodplain.



Figure 12 - GIS Floodplain Map

REQUESTED ZONING RELIEF

The attached zoning matrix highlights the existing lot and the proposed improvements' compliance with the R-4 zoning district (**Attachment A**). Two variations are being requested to allow the proposed playground improvements: (1) impermeable lot coverage; and (2) front yard setback.

Impermeable Lot Coverage (ILC). The maximum permitted ILC in the R-4 District is 50% of the lot area. The maximum allowed ILC on the Subject Property is 63,636.5 square feet. The building addition approved in 2023 also required approval of a variation to exceed the maximum permitted ILC as the existing improvements on the site already exceed the permitted ILC. As detailed in attached Ordinance M-07-2023, an ILC of 81,078.21 square feet was approved in 2023 to allow construction of an addition to the existing school building, as well as a mechanical equipment and refuse container enclosure, exceeding the maximum permitted ILC by 17,441.71 square feet (27.41%). The proposed improvements currently before the Board for consideration represent an increase of 1,395 square feet of ILC from the ILC approved in 2023; bringing the total ILC to 82,473.21 square feet, whereas a maximum of 63,636.5 square feet is permitted, a variation of 18,836.71 square feet (29.6%).

Front Yard Setback (Hamptondale Avenue). The existing play equipment in the kindergarten play area currently provides a front yard setback of 9.33 feet. The proposed rubberized play surface would provide a setback of 4.17 feet, whereas a minimum of 30 feet is required, a variation of 25.83 feet (86.1%). The existing play equipment would remain in its current location, with the proposed play surface beneath it.

CONSIDERATION BY OTHER ADVISORY BOARDS/COMMISSIONS

The Design Review Board is scheduled to consider a Certificate of Appropriateness for the proposed improvements on March 20, 2024.

The Plan Commission is scheduled to consider the Special Use Permit on April 3, 2024.

FINDINGS

The ZBA is charged with evaluating Special Uses for consistency with the six standards for granting specials use permits, as well as evaluating Variations for consistency with the eight standards for granting of zoning variations.

In the attached application materials submitted by the Applicant, the Applicant has provided a statement of justification regarding how the requested Special Use Permit and variations meet the standards for granting the requested Special Use Permit and zoning variations. Does the ZBA find that the requested amendment to an existing Special Use Permit and variations meet the standards for granting such special use and 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 requested amendment to the existing special use that allowed construction of an addition on the southwest corner of the existing school building on the Subject Property granted by Ordinance M-07-2023 and the following zoning variations: (1) impermeable lot coverage; and (2) front yard setback to allow improvements to existing playgrounds on the Subject Property, based on evidence in the record, or a public document, and upon the following findings of fact:

1. The proposed playground improvements are consistent with the Standards for the granting

of Special Use Permits, as follows:

- a. 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;
- b. 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;
- c. 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;
- d. 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;
- e. That adequate parking, utilities, access roads, drainage and other facilities necessary to the operation of the special use exist or are to be provided; and
- f. That the special use in all other respects conforms to the applicable regulations of this and other Village ordinances and codes.

2. The requested zoning variations to allow:

- a. Impermeable Lot Coverage (ILC) of 82,473.21 square feet, whereas a maximum of 63,636.5 square feet is permitted, a variation of 18,836.71 square feet (29.6%) [Section 17.30.030 – Intensity of Use of Lot]; and
- b. Front Yard Setback (Hamptondale Avenue) of 4.17 feet, whereas a minimum of 30 feet is required, a variation of 25.83 feet (86.1%) [Section 17.30.050 – Front Yard Setback].

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]:**

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.

[The amendment to the special use for the proposed playground improvements and the requested variations should only be approved subject to the following conditions...]

ATTACHMENTS

Attachment A: Zoning Matrix

Attachment B: Application Materials

Attachment C: Ordinance M-07-2023, adopted April 18, 2023

ATTACHMENT A

ZONING MATRIX

ADDRESS: 1110 Chatfield Road - Hubbard Woods Elementary School

CASE NO: 24-02-SU

ZONING: R-4

ITEM	MIN/MAX REQUIREMENT	EXISTING	PROPOSED	DIFFERENCE BETWEEN PROPOSED & EXISTING	ZONING CODE COMPLIANCE (2)
Min. Lot Size	13,300 SF	127,273 SF	N/A	N/A	OK
Min. Average Lot Width	70 FT	351.92 FT	N/A	N/A	OK
Min. Lot Depth	120 FT	361.65 FT	N/A	N/A	OK
Max. Roofed Lot Coverage	31,818.25 SF (1)	49,531.58 SF	49,531.58 SF	0 FT	EXISTING NONCONFORMING
Max. Gross Floor Area	31,087.79 SF (1)	55,333.74 SF	55,333.74 SF	0 FT	EXISTING NONCONFORMING
Max. Impermeable Lot Coverage	63,636.5 SF (1)	81,078.21 SF	82,473.21 SF	1,395 SF	18,836.71 SF (29.6%) VARIATION
Min. Front Yard (Chatfield/North)	30 FT	4.97 FT	4.97 FT	0 FT	EXISTING NONCONFORMING
Min. Front Yard (Burr/Laurel/East)	30 FT	11.35 FT	11.35 FT	0 FT	EXISTING NONCONFORMING
Min. Front Yard (Gordon Terr./Hamptondale/West)	30 FT	9.33 FT (3)	4.17 FT (4)	- 5.16 FT	25.83 FT (86.1%) VARIATION
Min. Side Yard (Southwest)	12 FT	9.5 FT (3)	23.83 FT (4)	14.33 FT	OK

NOTES:

(1) Based on lot area of 127,273 s.f.

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

(3) Setback to existing play equipment.

(4) Setback to proposed rubberized poured-in-place play surface.

ATTACHMENT B

Village of Winnetka
SPECIAL USE PERMIT APPLICATION

VILLAGE OF WINNETKA, ILLINOIS
DEPARTMENT OF COMMUNITY DEVELOPMENT

SPECIAL USE PERMIT APPLICATION

Case No. 24-02-SU
302224-079

Property Information

Site Address: Hubbard Woods School - 1110 Chatfield Road, Winnetka, IL 60093

Applicant Information

Name: Kathryn Talty Landscape Architecture, Inc.

Primary Contact: Kathryn Talty

Address: 1926 Waukegan Road, Suite 340

City, State, ZIP: Glenview, IL 60025

Phone No. 847-612-5154

Email: kathryn@ktlandarch.com

Owner Information

Name: Winnetka Public School District 36

Primary Contact: Brad Goldstein

Address: 1235 Oak Street

City, State, ZIP: Winnetka, IL 60093

Phone No. 847-446-9400

Email: bradgoldstein@winnetka36.org

Architect Information

Name: _____

Primary Contact: _____

Address: _____

City, State, ZIP: _____

Phone No. _____

Email: _____

Attorney Information

Name: _____

Primary Contact: _____

Address: _____

City, State, Zip: _____

Phone No. _____

Email: _____

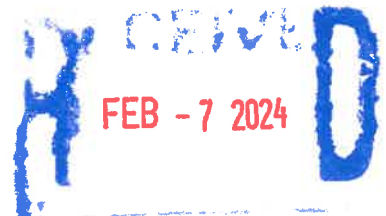
Applicant Signature: Brad Goldstein Digitally signed by Brad Goldstein
Date: 2024.02.06 15:13:57 -06'00'

Property Owner Signature: Brad Goldstein Digitally signed by Brad
Goldstein
Date: 2024.02.06 15:14:13
-06'00'

Printed Name of Owner: Brad Goldstein

Date: 02/05/2024

Date: _____



Hubbard Woods School Playground Enhancements

Project narrative

School District 36 respectfully submits this application for a zoning variance and special use permit to enhance existing outdoor recreational areas on its Hubbard Woods School campus. As part of this project, the District seeks to remove a portion of its asphalt play yard to increase the amount of lawn area, replace vintage play equipment that has aged past its useful life, replace the engineered fiber woodchips with poured-in-place rubber safety surfacing and renovate the upper play area space adjacent to the building.

Currently, Hubbard Woods School has three separate play areas that will be affected by this enhancement, referred to as the Kindergarten, west and upper play area. All existing play equipment will be removed from the west play area and the space will be incorporated into a new lawn and landscaped border that runs the length of the west property line. The west play area will be relocated to the south and setback a substantial 30' from both the side and front property lines. Both the west and Kindergarten play areas will have poured-in-place rubber play surfacing under the equipment in accordance with all safety requirements. The upper play area will be renovated with new synthetic turf surfacing, a small sandbox, a minimal amount of permanent play equipment and reconfigured concrete paths. The exiting pergola structures will be maintained.

The principal of Hubbard Woods School gathered input from a group of teachers, students and parents representing all grade levels instructed at the school. Attention was focused on adding play pieces that allow the greatest opportunity for inclusive play, serving all the students at Hubbard Woods. Consideration of adjacent neighbors was a priority in determining the relocation of the west play area and layout of the new play equipment. Substantial landscaping has been added to the perimeter to further buffer the school's outdoor activities. The District met with the adjacent neighbors to garner their feedback and the new plans were met favorably.

A comprehensive grading and stormwater management plan prepared by Eriksson Engineering accompanies this application and will be submitted to the Village Engineering Department as part of the permit process.

The District seeks approval to install this play equipment during the school's summer break with a planned commencement of June 2024. Depending on the outcome of the competitive bid process and related budgetary constraints, the project may be installed in phases.

Special Use Standards Commentary – Hubbard Woods School

1. *That the establishment, maintenance, and options of the Special Use will not be detrimental to or endanger the public health, safety, comfort, morals, or general welfare;*

Hubbard Woods School seeks approval of this Special Use to allow the reconfiguration of its campus outdoor space including: a) the removal of existing asphalt to establish more green space, b) renovation of the upper play area, adjacent to the building, c) replacement and relocation of aging play equipment and d) the installation of rubberized safety surface in their existing Kindergarten playground. The new surface will provide a more accessible route for students with mobility issues. The renovation of the existing play areas will provide a safe, inclusive play experience for all Hubbard Woods' students. The project will be installed observing public health, safety, comfort, morals and general welfare.

2. *That the Special Use will not 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;*

The proposed, renovated Hubbard Woods School campus has been sensitively designed to respect the immediate neighbors. The relocation of the west play area and the introduction of additional green space was conceived to provide more of a buffer to the neighbors along the west property line. Equipment was placed at an increased side-yard setback with the intention to observe the privacy of adjacent backyards and additional landscaping has been included to provide a visual buffer. Having this lovely resource near homes in the area will only enhance the appeal to property owners in that the playground will be appropriately maintained and safety measures and guidelines will be followed throughout the installation process. The current plans meet all safety regulations and the structures themselves are attractive.

3. *That the establishment of 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;*

The playground area and location on the property were consciously selected to preserve neighboring lots' privacy and provide a visual buffer to the play activity. The design is in keeping with the type and rough dimensions of the existing equipment. The surrounding neighborhood will not be impacted negatively nor will the normal and orderly development be impeded.

4. *That adequate measures have been or will be taken to provide ingress and egress in a manner which minimize pedestrian and vehicular traffic congestion in the public ways;*

The proposed site improvements and installation of the new playground equipment will in no way impede the normal activities that occur around Hubbard Woods School. The pedestrian and vehicular traffic will remain unchanged by the replacement of the play equipment. Furthermore, the District will use good judgment and decision making as to when the equipment will be installed, ensuring, to the best of our ability, that traffic and sidewalks will not be obstructed for users.

5. *The adequate parking, utilities, access roads, drainage, and other facilities necessary to the operation of the Special Use exits or are to be provided;*

The playground project does not require changes to existing parking, roads, drainage or facilities. The District will ensure that any disruption to the neighbors due to the installation of the new equipment will be minimal. We will provide information to the neighbors regarding the installation process.

6. *That the Special Use in all other respects conforms to the applicable regulations of this and other village ordinances and code.*

The school district is obliged to follow the safety rules and regulations stated in school code, which ensures a safe playground for children to enjoy. The District will comply with all Village regulations, ordinances and codes in this process.



VILLAGE OF WINNETKA, ILLINOIS
DEPARTMENT OF COMMUNITY DEVELOPMENT

ZONING VARIATION APPLICATION

Case No. 24-02-SU

Property Information

Site Address: Hubbard Woods School - 1110 Chatfield Road, Winnetka, IL 60093

Owner Information

Name: Winnetka Public School District 36

Address: 1235 Oak Street

City, State, ZIP: Winnetka IL 60093

Email: bradgoldstein@winnetka36.org

Primary Contact: Brad Goldstein

Phone No. 847-446-9400

Date property acquired by owner: 01/01/1914

Architect Information

Name: Kathryn Talty Landscape Architecture, Inc.

Primary Contact: Kathryn Talty

Address: 1926 Waukegan Road, Suite 340

City, State, ZIP: Glenview, IL 60025

Phone No. 847-612-5154

Email: kathryn@ktlandarch.com

Attorney Information

Name: _____

Primary Contact: _____

Address: _____

City, State, Zip: _____

Phone No. _____

Email: _____

Nature of any restrictions on property: Institutional use (school) within a residentially zoned district. The property has existing non-conformances exceeding allowed impermeable surface and a front-yard setback encroachment.

Brief explanation of variation(s) requested (attach separate sheet providing additional details): Winnetka Public School District 36, requests two variances: a) to increase the total impermeable surface on the lot in order to install poured-in-place rubber safety surfacing under two (1 existing and 1 proposed) play areas on campus and b) to allow the installation of play surface within the front-yard setback.

Property Owner Signature: _____

Date: 02/06/2024

Standards for Granting Zoning Variation – Hubbard Woods School

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;*

Hubbard Woods School seeks approval of two variances: to exceed the allowed impermeable surface on the lot and the installation of poured-in-place rubber safety surface within the front yard setback. If granted, this variance will allow the installation of rubberized safety surface in their new and existing playgrounds in lieu of engineered wood fiber (wood chips). The proposed surface will provide an accessible route for students with mobility issues or other physical challenges. As Hubbard Woods School provides an inclusive environment that serves students of all capabilities, it is imperative to the educational process that every student can access the play equipment on site.

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;*

Hubbard Woods School occupies a parcel that, though limited in size, must accommodate the multitude of everyday activities associated with the educational process of students of all abilities.

3. *The variation, if granted, will not alter the essential character of the locality;*

The proposed changes to the playground safety surface have increased our impermeable lot coverage on an existing non-conforming lot. This increase has been substantially offset by the introduction of additional green space. In the case of the existing Kindergarten play area, the new safety surface will encroach on the front-yard setback along Chatfield triggering the request of an additional variance. Due to the existing non-conformities of the lot, the character of the locality will not be altered if we are granted this variation.

4. *An adequate supply of light and air to adjacent property will not be impaired;*

Nothing within the scope of the proposed work will impair the supply of light and air to adjacent properties.

5. *The hazard from fire and other damages to the property will not be increased;*

Nothing within the scope of the proposed work will increase the hazard from fire or other damages to the property.

6. *The taxable value of the land and buildings throughout the Village will not diminish;*

Winnetka's remarkable Public Schools have a positive effect on property values throughout the Village. The objective in upgrading the playgrounds is to maintain District 36's standards of excellence in inclusive education.

7. *The congestion in the public street will not increase;*

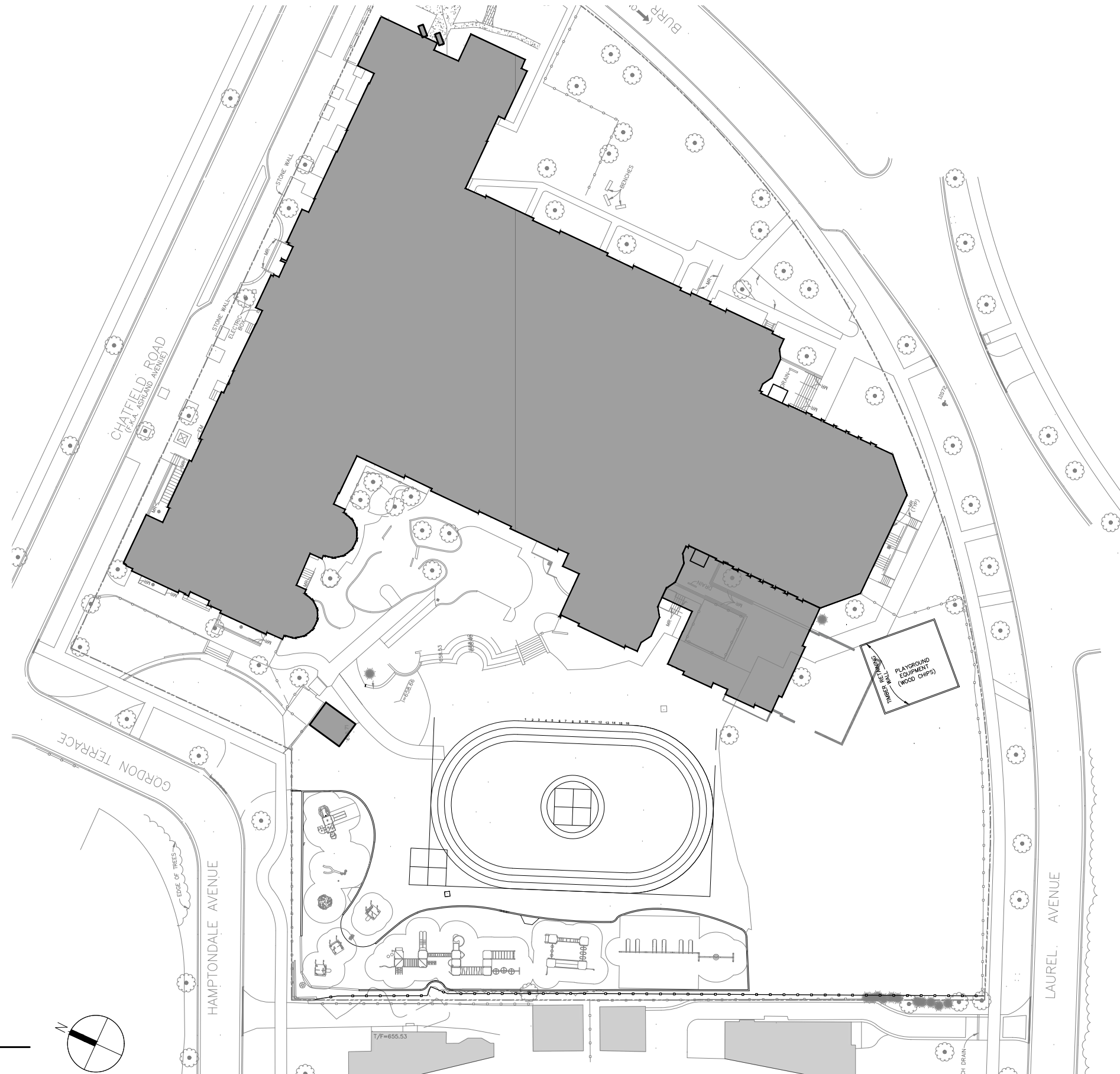
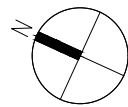
The installation of the new playground equipment will in no way increase the congestion in the Public Streets around Hubbard Woods School. The pedestrian and vehicular traffic will remain unchanged by the replacement of the play equipment. Furthermore, the District will use good judgment and decision making as to when the equipment will be installed, ensuring, to the best of our ability, that traffic and sidewalks will not be obstructed for users.

8. *The public health, safety, comfort, morals and welfare of the inhabitants of the Village will not be otherwise impaired.*

The renovation of the existing play area will provide a safe, inclusive play experience for all Hubbard Woods' students, improving the public health, safety, comfort, morals and welfare of the Village's youngest residents. The current plan meets all safety regulations and will be installed in accordance with all building permit requirements.

EXISTING CONDITIONS

SCALE: 1" = 50'-0"



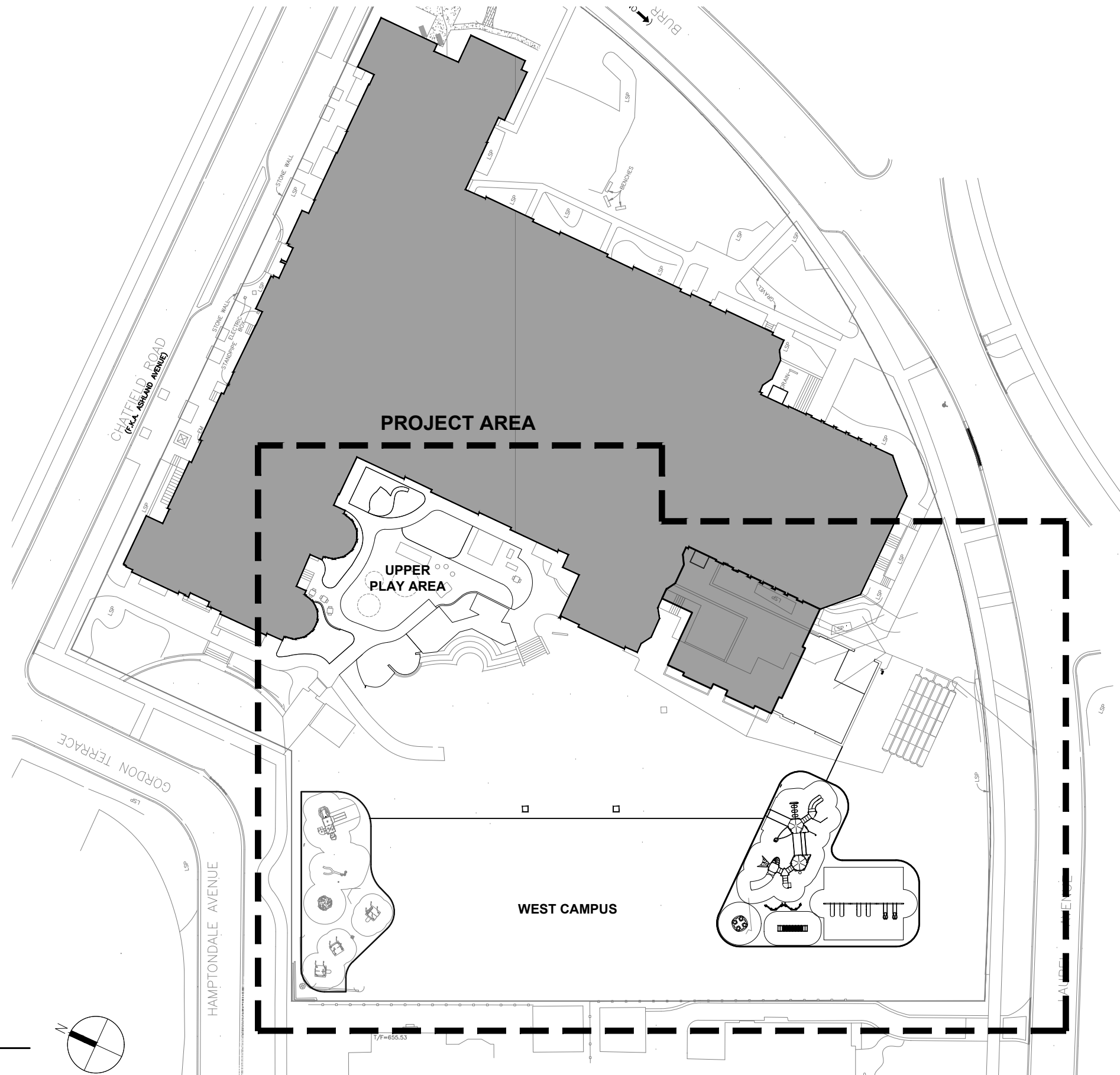
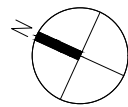
PLAY AREA IMPROVEMENTS

WINNETKA, ILLINOIS

SCHOOL DISTRICT 36 - HUBBARD WOODS SCHOOL

PROJECT LOCATION PLAN

SCALE: 1" = 50'-0"





SURFACE AREA CALCULATIONS - UPPER PLAY AREA	
 PLAY AREA TO BE REMOVED: (IMPERMEABLE)	- 3,932 SF
 PROPOSED PLAY AREA: (IMPERMEABLE)	+ 3,932 SF
TOTAL CHANGES TO IMPERVIOUS AREA:	0

SURFACE AREA CALCULATIONS - WEST CAMPUS	
 ASPHALT TO BE REMOVED: (IMPERMEABLE)	- 7,304 SF
 PLAY AREA TO BE REMOVED: (PERMEABLE)	
 PROPOSED ASPHALT: (IMPERMEABLE)	+ 1,665 SF
 PROPOSED RUBBERIZED PLAY SURFACE: (IMPERMEABLE)	+ 7,034 SF
TOTAL CHANGES TO IMPERVIOUS AREA:	+1,395 SF



SITE PHOTOS
EXISTING EQUIPMENT TO BE REPLACED

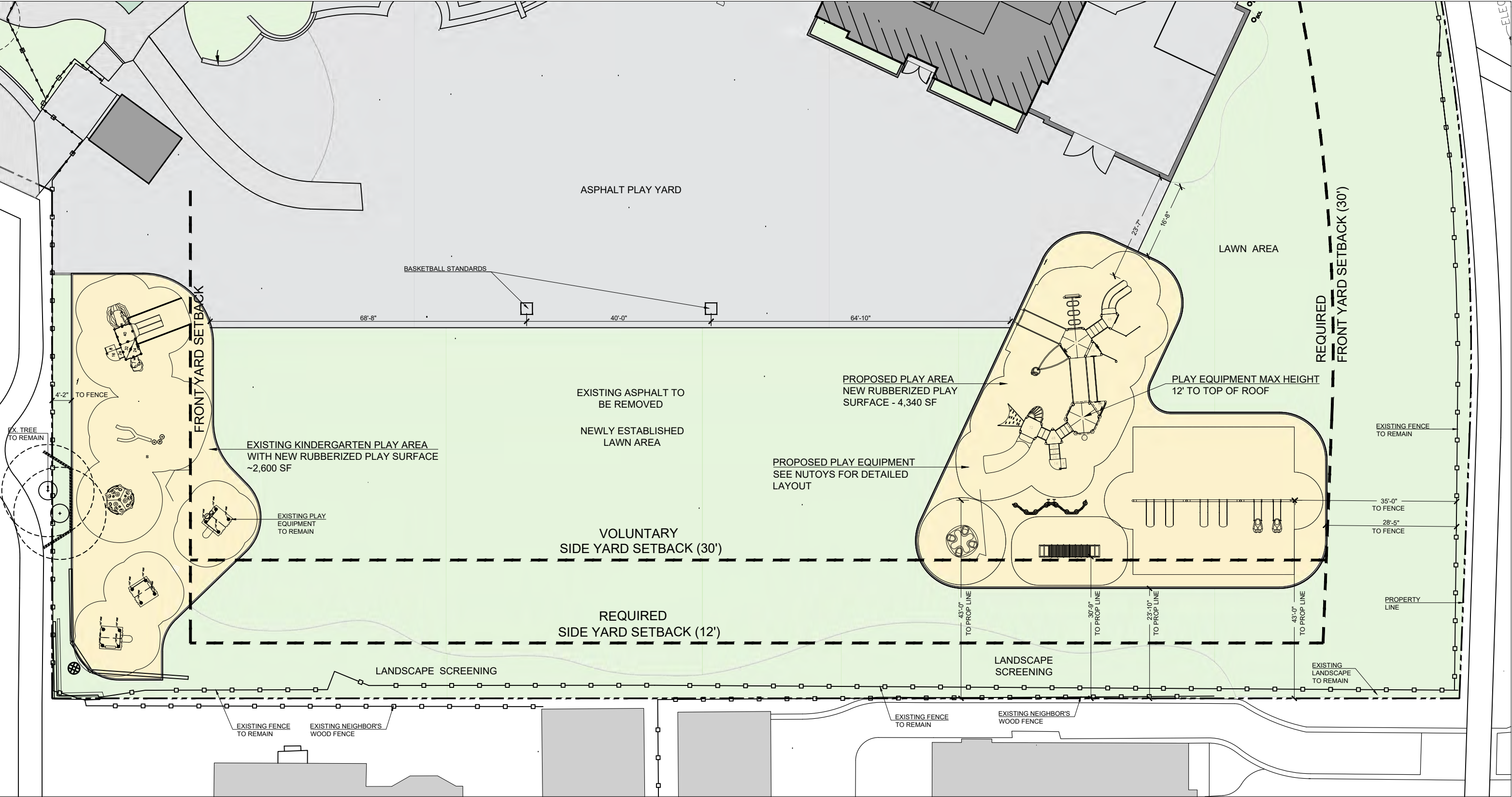


SITE PHOTOS
EXISTING EQUIPMENT TO BE REMAIN



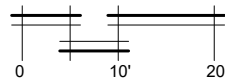
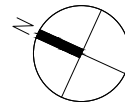
SITE PHOTOS
SITE CONDITIONS





SITE PLAN - WEST CAMPUS

SCALE: 1" = 20'-0"



PLAY AREA IMPROVEMENTS

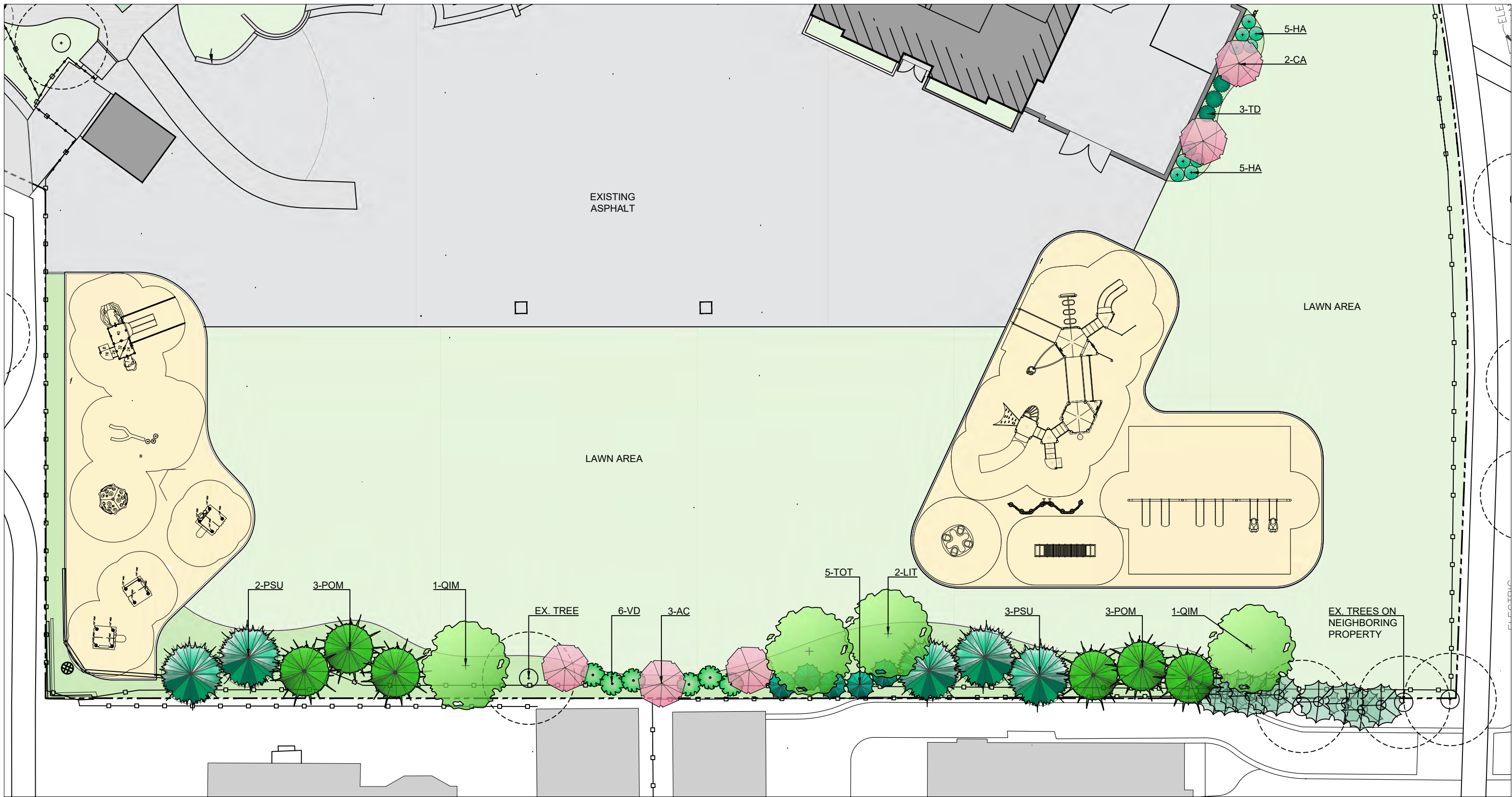
SCHOOL DISTRICT 36 - HUBBARD WOODS SCHOOL

WINNETKA, ILLINOIS



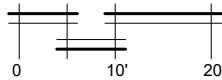
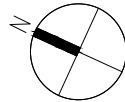






LANDSCAPE PLAN

SCALE: 1" = 20'-0"



PLAY AREA IMPROVEMENTS

SCHOOL DISTRICT 36 - HUBBARD WOODS SCHOOL

WINNETKA, ILLINOIS



SHADBLOW SERVICEBERRY



PAGODA DOGWOOD



SHINGLE OAK



TULIP TREE



ARROWWOOD VIBURNUM



ANNABELLE HYDRANGEA



DENSE YEW

Master Plant List						
Shade Trees						
Symbol	Quantity	Botanical Name	Common Name	Size	Origin	Notes
GBI	1	GINKGO BILOBA	GINKGO	3' BB		URBAN, MALE SPEC. ONLY
UT	2	LIRIODENDRON TULIPIFERA	TULIP TREE	3' BB	NATIVE	MOIST
QIM	2	QUERCUS IMERICARA	SHINGLE OAK	3' BB		
Evergreen Trees						
POM	4	PICEA OMORICA	SERBIAN SPRUCE	8' BB		URBAN
PSU	5	PSEUDOTSUGA MENZIESII	DOUGLAS FIR	8' BB		
TUT	6	THUJA OCCIDENTALIS 'TECHNY'	TECHNY ARBORVITAE	6' BB		
Ornamental Trees						
AC	3	AMELANCHIER CANADENSIS	SHADBLOW SERVICEBERRY	6' BB	NATIVE	MOIST SOIL
CA	2	CORNUS ALTERNIFOLIA	PAGODA DOGWOOD	8' BB	NATIVE	
Evergreen Shrubs						
TD	3	TAXUS x MEDIA 'DENS'	DENSE YEW	24' BB		
Deciduous Shrubs						
HA	10	HYDRANGEA ARBORESCENS	ANNABELLE HYDRANGEA	5 GAL	NATIVE	
VO	6	VIBURNUM DENTATUM 'CHICAGO LUSTRE'	CHICAGO LUSTRE ARROWWOOD VIBURNUM	48' BB	NATIVE	



TECHNY ARBORVITAE



DOUGLAS FIR



SERBIAN SPRUCE



SITE PHOTOS
EXISTING TREES TO BE REMOVED (2)



SITE PHOTOS
EXISTING STRUCTURES TO REMAIN



SITE PHOTOS
EXISTING BRIDGE TO BE RELOCATED



SITE PHOTOS
EXISTING PLAY SURFACE TO BE REPLACED



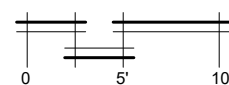
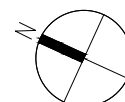
PLAY AREA IMPROVEMENTS
WINNETKA, ILLINOIS

SCHOOL DISTRICT 36 - HUBBARD WOODS SCHOOL



EXISTING UPPER PLAYGROUND

SCALE: 1" = 10'-0"



PLAY AREA IMPROVEMENTS

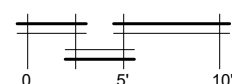
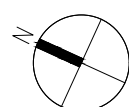
SCHOOL DISTRICT 36 - HUBBARD WOODS SCHOOL

WINNETKA, ILLINOIS



SITE PLAN - UPPER PLAY AREA

SCALE: 1" = 10'-0"



UPPER PLAY AREA IMPROVEMENTS

SCHOOL DISTRICT 36 - HUBBARD WOODS SCHOOL

WINNETKA, ILLINOIS



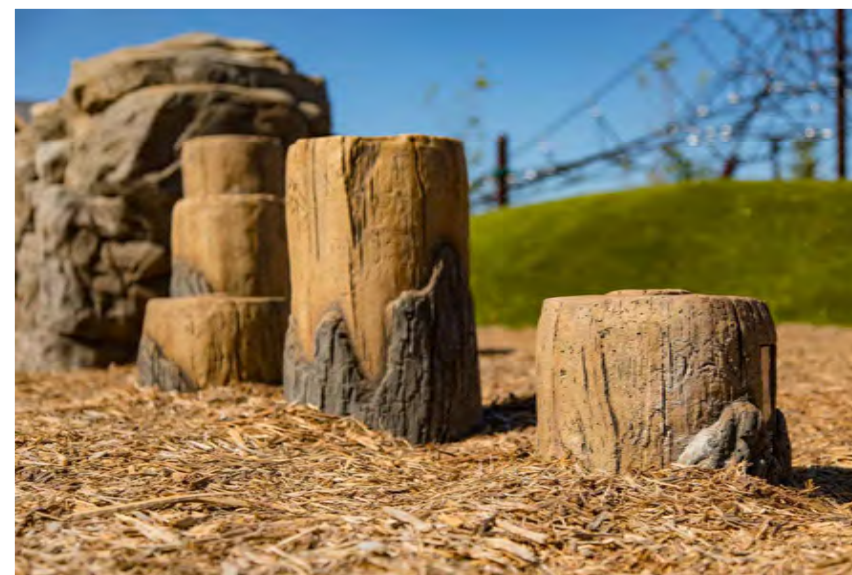
PROJECT TABLE SET
COMMUNITY PLAYTHINGS®



OUTDOOR PLAY KITCHEN
COMMUNITY PLAYTHINGS®



LOG TUNNEL
LANDSCAPE STRUCTURES®



LOG STEPPERS
LANDSCAPE STRUCTURES®



SANDBOX COVER
PLAYGROUND EQUIPMENT USA®

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, do hereby certify that I am the duly appointed, qualified and Deputy Village Clerk of the Village of Winnetka, Cook County, Illinois (the "Village") and as such officer I am the keeper of the official journal of proceedings, books, records, minutes, and files of the Village and of the Council (the "Village Council") thereof.

I do further certify that attached hereto is a full, true, and complete copy of an Ordinance entitled:

ORDINANCE NO. M-07-2023

AN ORDINANCE GRANTING AN AMENDMENT TO A SPECIAL USE, VARIATIONS FROM THE WINNETKA ZONING ORDINANCE, AND A CERTIFICATE OF APPROPRIATENESS FOR THE DESIGN OF ADDITIONS AND SITE IMPROVEMENTS WITHIN THE R-4 SINGLE FAMILY RESIDENTIAL ZONING DISTRICT (1110 Chatfield Road)

Adopted by the Winnetka Village Council on April 18, 2023.

I do further certify that the deliberations of the Council on the adoption of said Ordinance were taken openly; that the vote on the adoption of said Ordinance was taken openly; that said meeting was held at a specified time and place convenient to the public; that notice of said meeting was duly given to all of the news media requesting such notice of said meeting; that said meeting was called and held in strict accordance with the provisions of the Open Meetings Act of the State of Illinois, as amended; and that the Council have complied with all of the applicable provisions of said Act, their procedural rules and the Village charter in the adoption of said Ordinance.

IN WITNESS WHEREOF, I have hereunto affixed my official signature and the seal of the Village this 18th day of APRIL 2023.

[SEAL]



By:

Berina Gradjan
Deputy Village Clerk

**AN ORDINANCE GRANTING AN AMENDMENT TO A SPECIAL USE, VARIATIONS
FROM THE WINNETKA ZONING ORDINANCE, AND A CERTIFICATE OF
APPROPRIATENESS FOR THE DESIGN OF AN ADDITION AND
SITE IMPROVEMENTS WITHIN THE
R-4 SINGLE-FAMILY RESIDENTIAL ZONING DISTRICT
(1110 CHATFIELD ROAD)**

WHEREAS, Winnetka Public School District 36 ("**Applicant**") is the record title owner of the parcel of real property commonly known as 1110 Chatfield 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 located within the R-4 Single-Family Residential Zoning District of the Village ("**R-4 District**"), measures approximately 2.92 acres in size, and is currently improved with a school building ("**School Building**"); and

WHEREAS, the Applicant desires to construct an addition to the School Building ("**Addition**"), exterior mechanical equipment and refuse container enclosure, HVAC improvements, a front entry ramp, and various security upgrades (collectively, "**Proposed Improvements**"); and

WHEREAS, pursuant to Section 17.16.020(C)(2) of the Winnetka Zoning Ordinance ("**Zoning Ordinance**"), a public school is not permitted within the R-4 District without a special use permit; and

WHEREAS, the Village Council previously approved an Ordinance M-287-90 in February of 1990 granting the Applicant a special use for the Subject Property ("**Original Special Use Permit**"), which Original Special Use Permit use has been amended various times, including, without limitation, by Ordinances M-472-96, M-528-98, M-5-2017, M-07-2022 (the Original Special Use Permit as amended by the various amendments is the "**Special Use Permit**"); and

WHEREAS, pursuant to Section 17.30.030 of the Zoning Ordinance, the maximum permitted roofed lot coverage on the Subject Property shall not exceed 31,818.25 square feet; and

WHEREAS, pursuant to Section 17.30.030 of the Zoning Ordinance, the maximum impermeable lot coverage on the Subject Property shall not exceed 63,636.5 square feet; and

WHEREAS, pursuant to Section 17.30.040 of the Zoning Ordinance, the maximum building size on the Subject Property is 31,087.79 square feet of gross floor area; and

WHEREAS, to permit construction of the Proposed Improvements, the Applicant filed an application for: (i) a special use permit amendment pursuant to Sections 17.16.020(C)(2) of the Zoning Ordinance to allow the Proposed Improvements to be constructed on the Subject Property within the R-4 District ("**Special Use Permit Amendment**"); (ii) a variation from the maximum permitted roofed lot coverage limitation in Section 17.30.030 of the Zoning Ordinance for the School Building and all other improvements on the Subject Property to have a total roofed lot

coverage of 49,531.58 square feet, a variation of 17,713.33 square feet (55.67%); (iii) a variation from the maximum impermeable lot coverage limitation in Section 17.30.030 of the Zoning Ordinance for the School Building and all other improvements on the Subject Property to have a total impermeable lot coverage of 81,078.21 square feet, a variation of 17,441.71 square feet (27.41%); (iv) a variation for the maximum building size limitation in Section 17.30.040 of the Zoning Ordinance for the School Building and all other improvements on the Subject Property to have a total building size of 55,333.74 square feet of gross floor area, a variation of 24,245.95 square feet (77.99%) (collectively, the ***"Variations"***); and (v) a certificate of appropriateness pursuant to Section 15.40.010 of the Village Code (***"Certificate of Appropriateness"***) (the Special Use Permit Amendment, Variations, and Certificate of Appropriateness are, collectively, the ***"Requested Relief"***); and

WHEREAS, on March 13 2023, after due notice thereof, the Zoning Board of Appeals conducted a public hearing on the proposed Special Use Permit Amendment and Variations and, by a vote of seven in favor and zero opposed, recommended that the Village Council approve the Special Use Permit Amendment and Variations; and

WHEREAS, on March 16, 2023, after due notice thereof, the Winnetka Design Review Board (***"Design Review Board"***) conducted a public hearing to consider the Certificate of Appropriateness for the Proposed Improvements; and

WHEREAS, on March 16, 2023, the Design Review Board, by a vote of four in favor and zero opposed, recommended the Village Council approve the Certificate of Appropriateness subject to the condition set forth in Section 5.D of this Ordinance; and

WHEREAS, on March 22, 2023, after due notice thereof, the Plan Commission conducted a public hearing on the Special Use Permit Amendment and, by a vote of five in favor and zero opposed, recommended that the Village Council approve the Special Use Permit Amendment; and

WHEREAS, 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 provisions or regulations of the Zoning Ordinance from which the Variations have been sought; and

WHEREAS, the Village Council has determined that approval of the proposed Special Use Permit Amendment satisfies the standards for the approval of special use permits within the R-4 District set forth in Chapter 17.56 of the Zoning Ordinance; and

WHEREAS, the Village Council has determined that approval of the Requested Relief for the construction and operation of the Proposed Improvements on the Subject Property within the R-4 District is in the best interest of the Village and its residents;

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

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

SECTION 2: APPROVAL OF SPECIAL USE PERMIT AMENDMENT. Subject to, and contingent upon, the terms and conditions set forth in Section 5 of this Ordinance, the Special Use Permit Amendment is hereby granted, pursuant to Chapter 17.56 and Section 17.16.020(C)(2) of the Zoning Ordinance and the home rule powers of the Village, to allow the Proposed Improvements on the Subject Property within the R-4 District.

SECTION 3: APPROVAL OF VARIATIONS. Subject to, and contingent upon, the terms and conditions set forth in Section 5 of this Ordinance, the Variations from Sections 17.30.030 and 17.030.040 of the Zoning Ordinance to allow the construction of the Proposed Improvements 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 4: APPROVAL OF CERTIFICATE OF APPROPRIATENESS. Subject to, and contingent upon, the terms and conditions set forth in Section 5 of this Ordinance, the Certificate of Appropriateness is granted for the Subject Property, pursuant to Section 15.40.010 of the Village Code and the home rule powers of the Village.

SECTION 5: CONDITIONS. The approvals granted by Sections 2, 3, and 4 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 Improvements 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 Improvements and the 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, 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. **Landscape Plan.** The Applicant agrees to install and maintain landscaping to buffer the walls of the mechanical equipment and refuse container enclosure pursuant to a landscape plan that is approved by the Design Review Board. The Applicant must obtain the approval of such a landscape plan at the same time the Applicant applies for Village approval to install new playground equipment on the Subject Property.

E. Compliance with Plans. The development, use, and maintenance of the Proposed Improvements on the Subject Property must be in strict accordance with the following documents and plans, except for minor changes and site work approved by the Director of Community Development or the Director of Public Works (within their respective permitting authority) in accordance with all applicable Village codes, ordinances, and standards:

1. The Site Plan prepared by Perkins & Will, consisting of one sheet, and with a latest revision date of January 30, 2023, attached to and, by this reference made a part of this Ordinance as **Exhibit B**;
2. The Floor and Roof Plans prepared by Perkins & Will, consisting of three sheets, and with a latest revision date of January 30, 2023, attached to and, by this reference made a part of this Ordinance as **Exhibit C**;
3. The Front Entry Plan & Details prepared by Perkins & Will, consisting of one sheet, and with a latest revision date of January 30, 2023, attached to and, by this reference made a part of this Ordinance as **Exhibit D**;
4. The Addition Plan & Details and Exterior Elevations prepared by Perkins & Will, consisting of two sheets, and with a latest revision date of January 30, 2023, attached to and, by this reference made a part of this Ordinance as **Exhibit E**;
5. The Equipment Enclosure Plan & Details prepared by Perkins & Will, consisting of one sheet, and with a latest revision date of January 30, 2023, attached to and, by this reference made a part of this Ordinance as **Exhibit F**;
6. The Addition Exterior Materials prepared by Perkins & Will, consisting of one sheet, and with a latest revision date of January 30, 2023, attached to and, by this reference made a part of this Ordinance as **Exhibit G**;

SECTION 6: 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 7: 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 Sections 2, 3, and 4 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 Sections 2, 3, and 4 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 8: 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 9: 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 10: 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 H** 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 10.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 18th day of April, 2023, pursuant to the following roll call vote:

AYES: Trustees Apatoff, Cripe, Dalman, Dearborn, Handler, and Swierk

NAYS: _____

ABSENT: _____

APPROVED this 18 day of April, 2023.



Village President

Countersigned:



Village Clerk

Published by authority of the
President and Board of Trustees
of the Village of Winnetka,
Illinois, this 19 day of April,
2023.

Introduced: April 18, 2023

Passed and Approved: April 18, 2023

EXHIBIT A
LEGAL DESCRIPTION OF SUBJECT PROPERTY

Those parts of Block 8 in County Clerk's Division according to the plat thereof recorded as Document No. 178081 filed on April 27, 1878, in the Southwest $\frac{1}{4}$ of Section 17, Township 42 North, Range 13 East of the Third Principal Meridian, Village of Winnetka, Cook County, Illinois described as follows: Lots 1, 2, 3, 4, 5 and 12 in said Block 8 in County Clerk's Division and that part of Lot 11 in said Block 8 in County Clerk's Division lying Easterly of a line forming an angle of 24 degrees 56 minutes to the left at the point of intersection with the East line of the Northwest $\frac{1}{4}$ of said Southwest $\frac{1}{4}$ of Section 17, 678.00 Feet South of the Northeast corner of said Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 17.

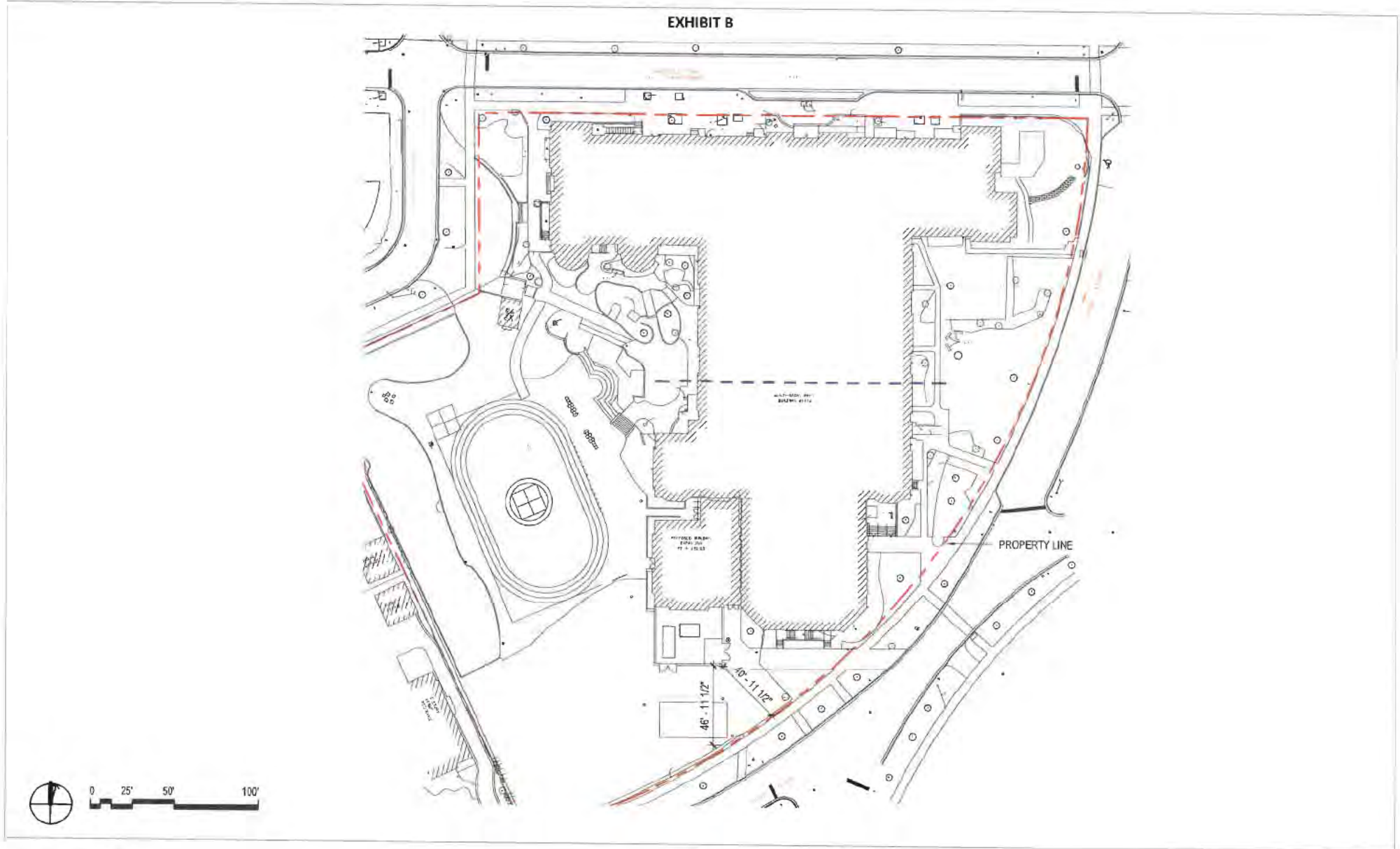
Commonly known as 1110 Chatfield Road, Winnetka, Illinois.

PINS: 05-17-307-012-0000, 05-17-307-013-0000, and 05-17-307-024-0000

EXHIBIT B

SITE PLAN

(SEE ATTACHED EXHIBIT B)



HUBBARD WOODS

SITE PLAN
 Scale: 1/8" = 1'-0"

Perkins&Will
 01/30/23

EXHIBIT C

FLOOR AND ROOF PLANS

(SEE ATTACHED EXHIBIT C)

EXHIBIT C

TOTAL FLOOR AREA = 18,198 SF

$18,198 \times (511.5/692) =$
 $18,198 \times .739 = 13,448,322$

13,448 SF LEVEL 00 AREA TO BE
COUNTED IN GFA

ADDITION
850.69 SF

**ADDITION DOUBLE
HEIGHT**
2202.06 SF

**MECHANICAL
EQUIPMENT ENCLOSURE**
1363.92 SF

EXISTING LEVEL 00
2752.05 SF

INTERIOR COURTYARD, 150'-10" EXPOSED PERIMETER ABOVE GRADE > 4'

360'-8" EXPOSED PERIMETER ABOVE GRADE > 4'

150'-10" + 360'-8" = 511'-6" TOTAL EXPOSED
PERIMETER OF BASEMENT, ABOVE GRADE > 4',
SHOWN IN RED

180'-6" LF PERIMETER NOT ABOVE GRADE

511'-6" + 180'-6" = 692'-0" TOTAL BASEMENT
PERIMETER

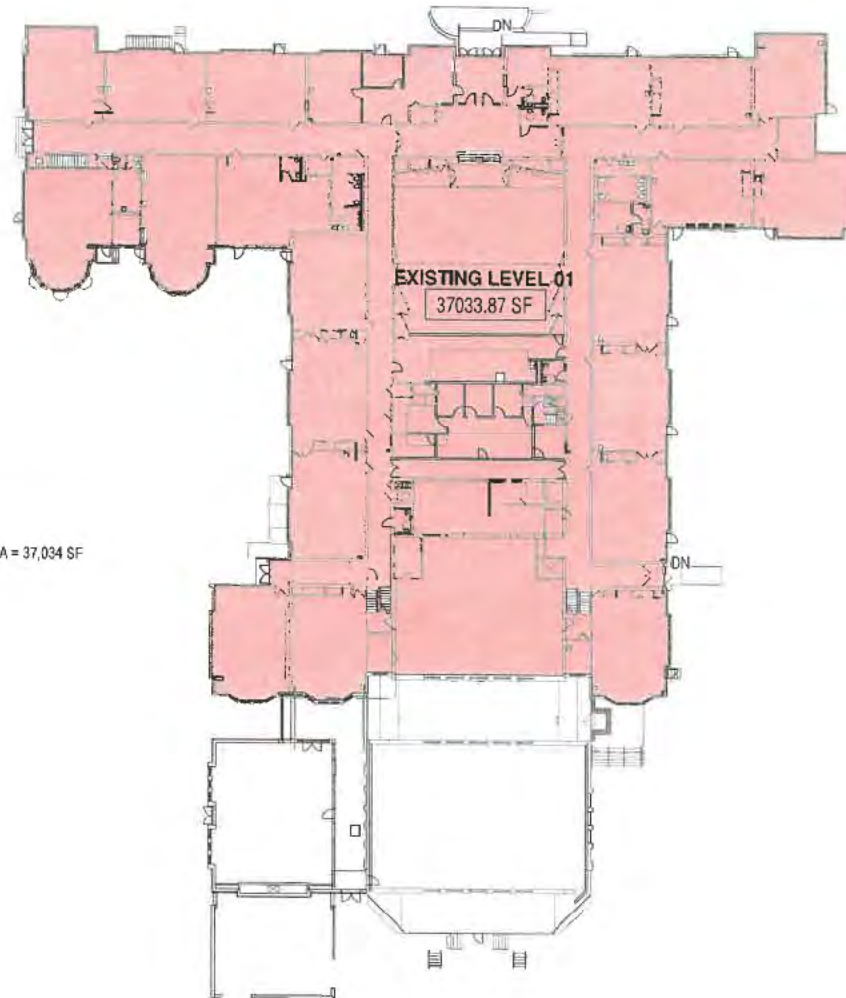
**EXISTING LEVEL 00
DOUBLE HEIGHT**
4413.37 SF

**LEVEL
00
TOTAL
PERIM
ETER =**
Perkins & Will
01/30/23

LEVEL 00 - AREA AND PERIMETER PLAN

Scale: 3/16" = 1'-0"

HUBBARD WOODS



TOTAL FLOOR AREA = 37,034 SF

EXISTING LEVEL 01

37033.87 SF



0 20' 40' 80'

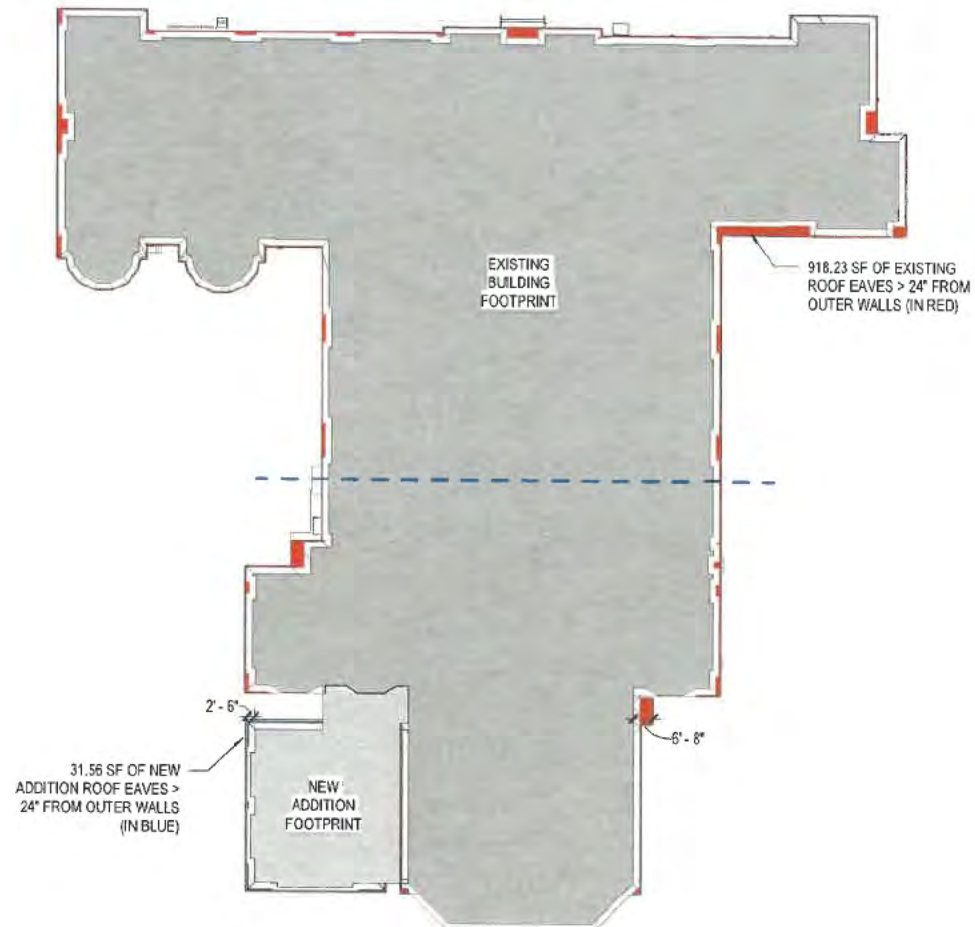
HUBBARD WOODS

LEVEL 01 - AREA PLAN

Scale: 3/2" = 1'-0"

Perkins&Will

01/30/23



HUBBARD WOODS

ROOF PLAN

File 303-0434-0
Scale 3/8"=1'-0"

Perkins&Will

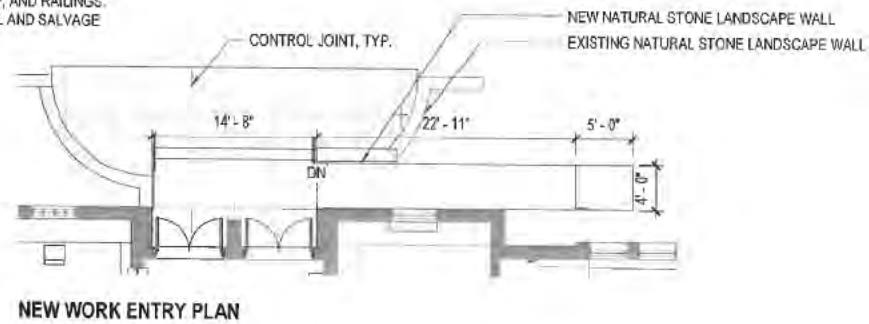
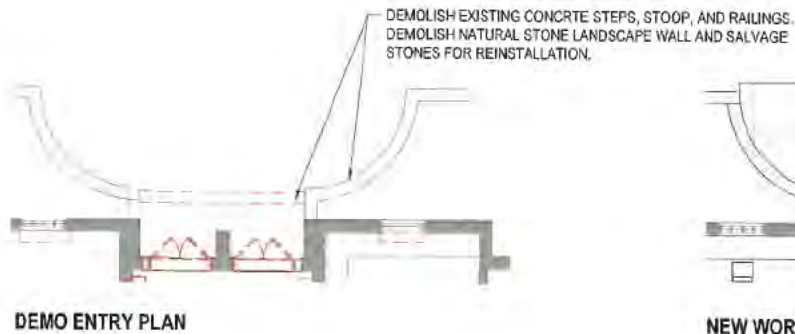
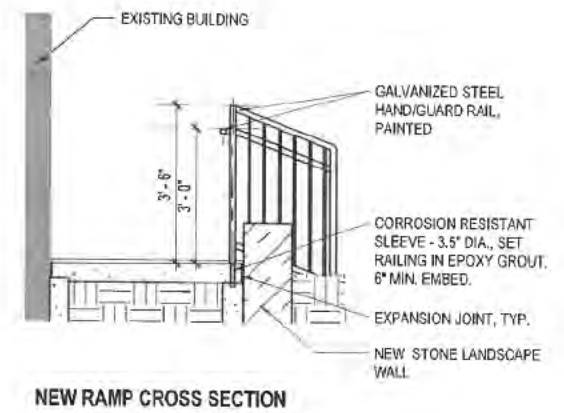
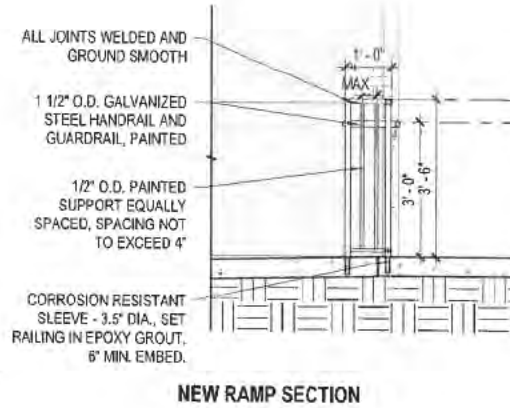
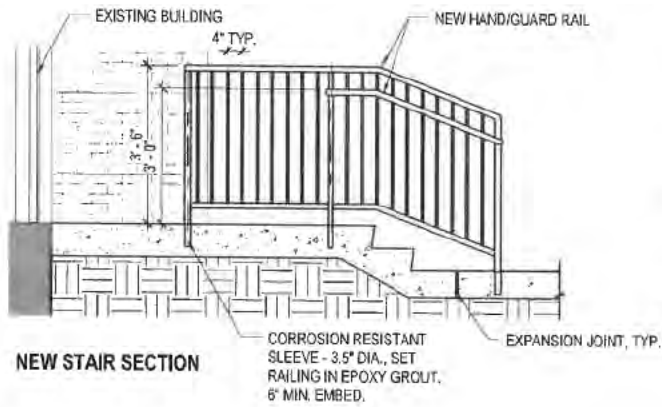
01/30/23

EXHIBIT D

FRONT ENTRY PLAN & DETAILS

(SEE ATTACHED EXHIBIT D)

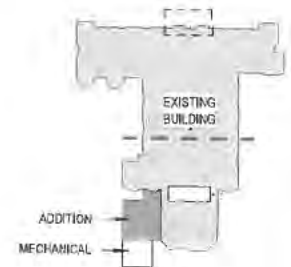
EXHIBIT D



HUBBARD WOODS

FRONT ENTRY PLAN & DETAILS

Scale As Indicated



Perkins&Will

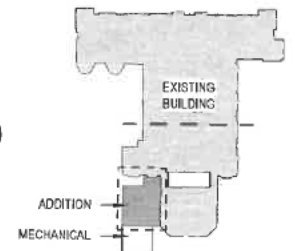
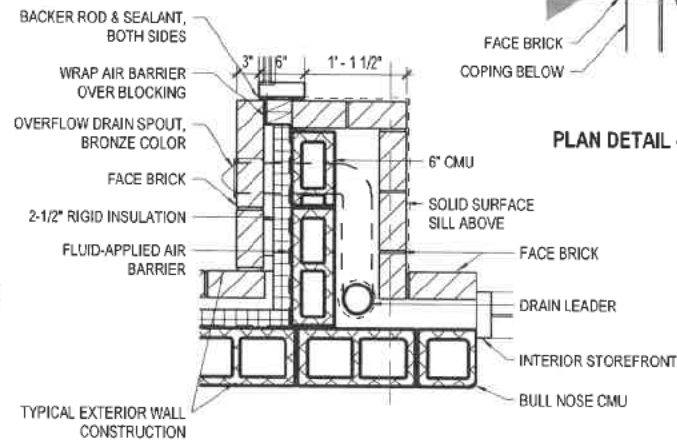
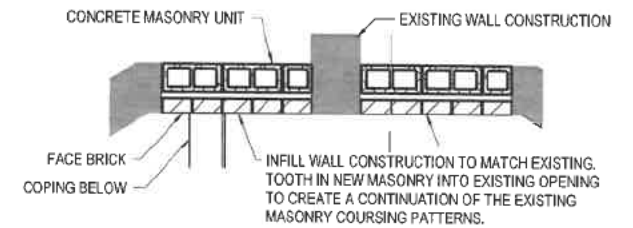
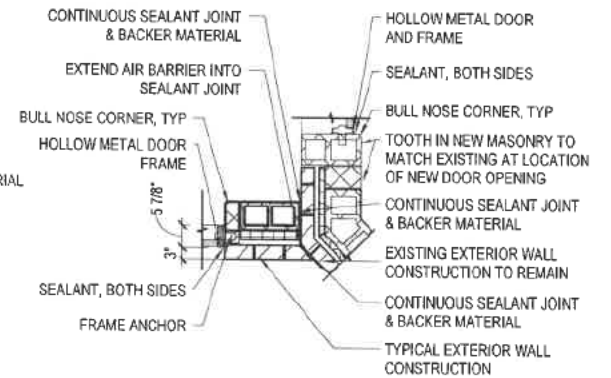
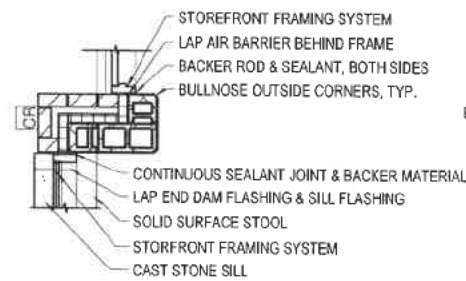
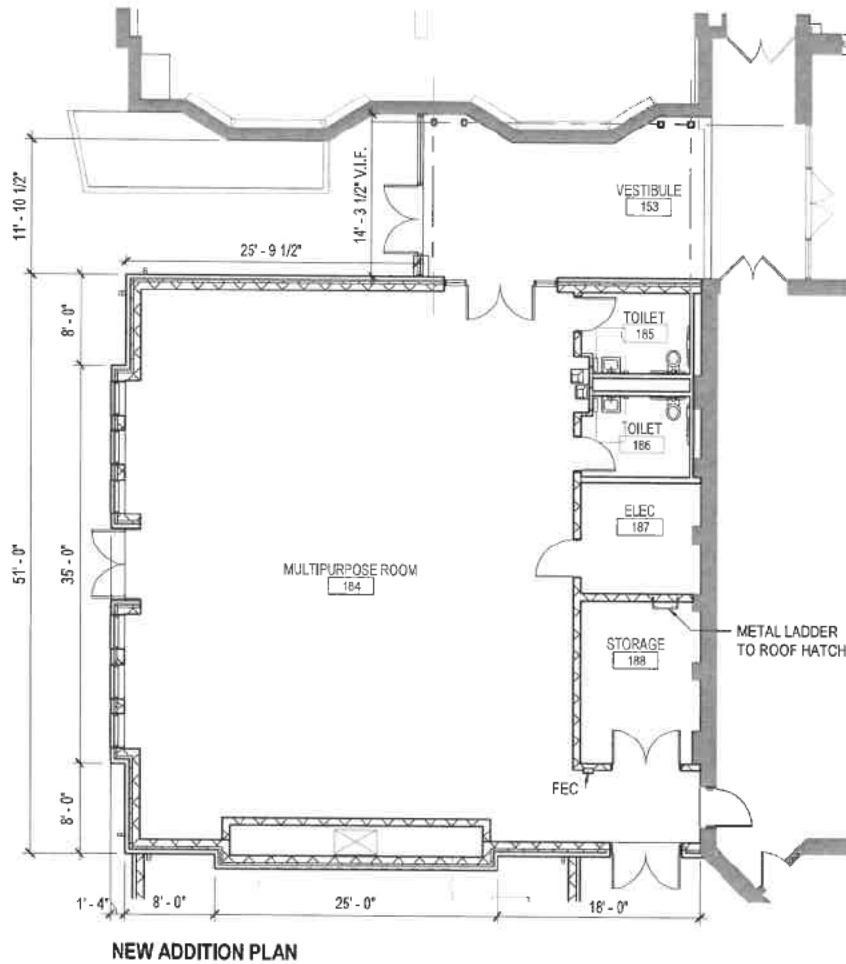
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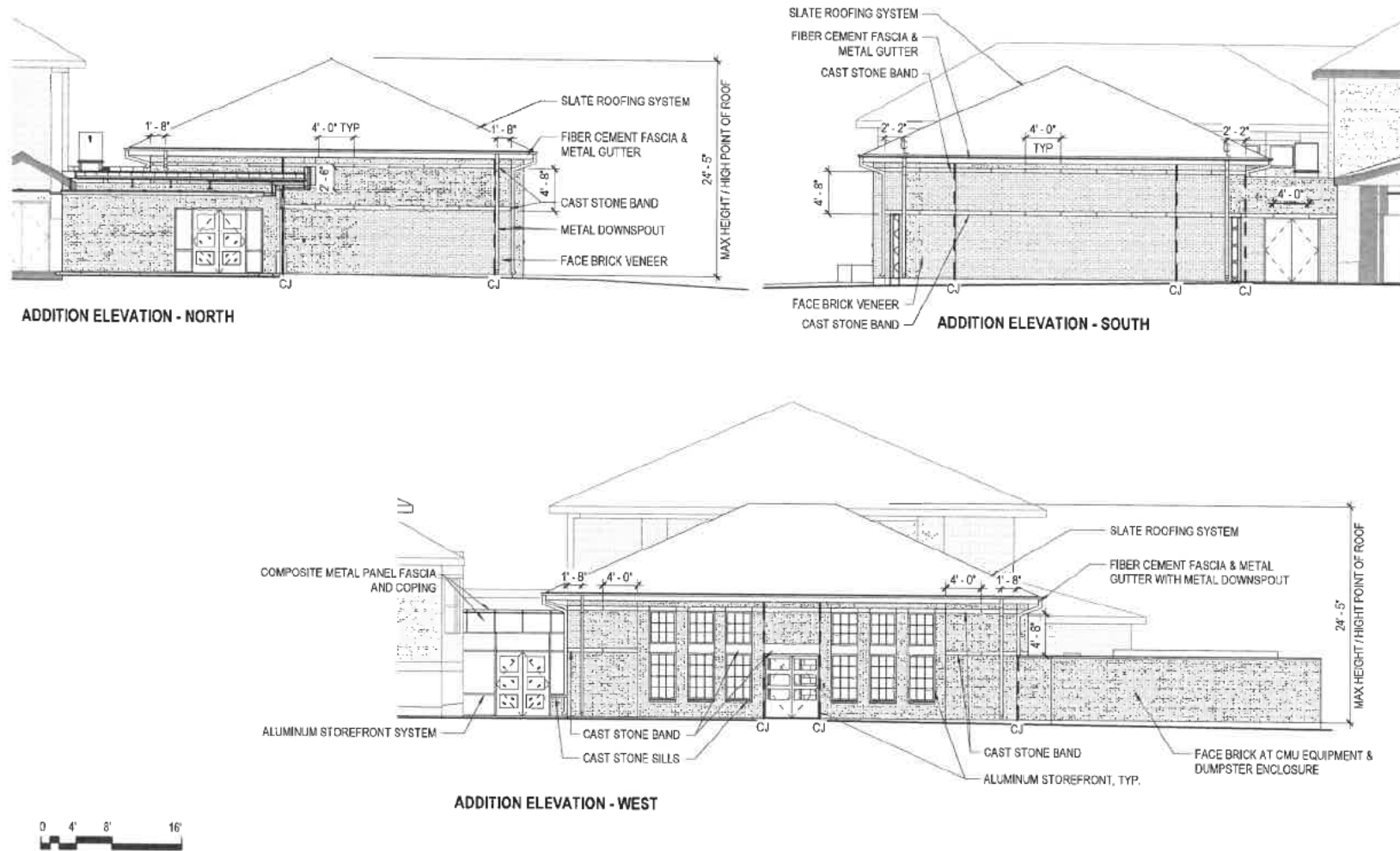
EXHIBIT E

ADDITION PLAN & DETAILS AND EXTERIOR ELEVATIONS

(SEE ATTACHED EXHIBIT E)

EXHIBIT E





HUBBARD WOODS

ADDITION EXTERIOR ELEVATIONS

Scale: 3/32" = 1'-0"

Page 368 of 464

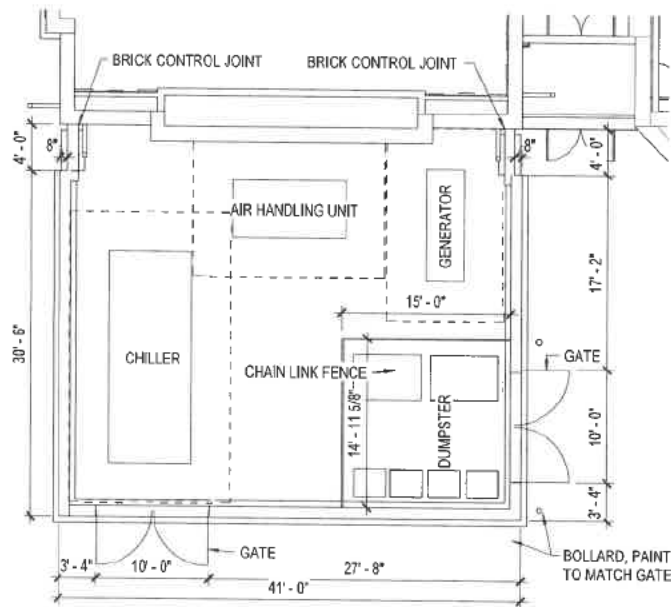
Perkins&Will
01/30/23

EXHIBIT F

EQUIPMENT ENCLOSURE PLAN & DETAILS

(SEE ATTACHED EXHIBIT F)

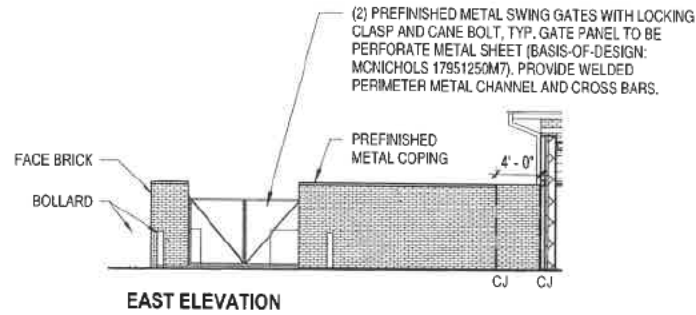
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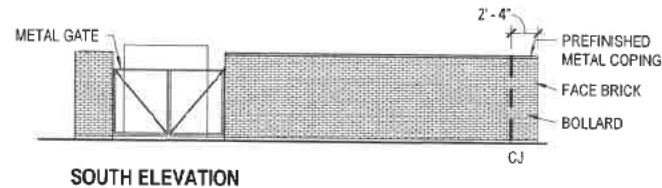
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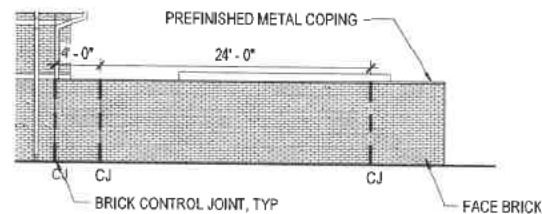
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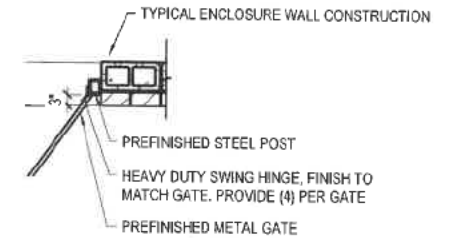
EAST ELEVATION



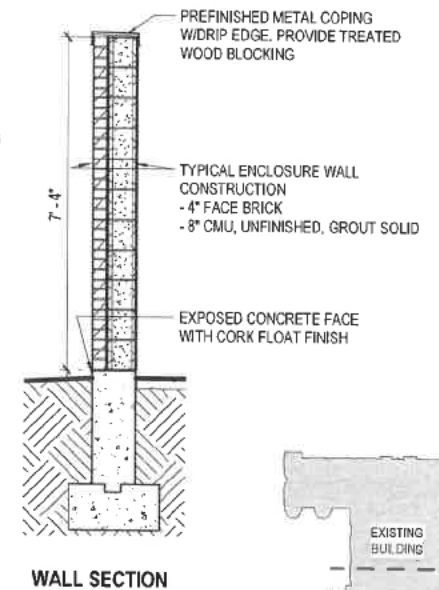
SOUTH ELEVATION



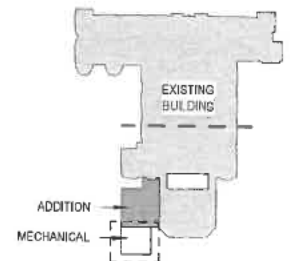
WEST ELEVATION



DOOR CONNECTION DETAIL



WALL SECTION



EQUIPMENT ENCLOSURE PLAN & DETAILS

Scale as indicated

Perkins&Will

01/30/23

EXHIBIT G

ADDITION EXTERIOR MATERIALS

(SEE ATTACHED EXHIBIT G)

EXHIBIT G



- IGU, WITH SIMULATED DIVIDED LINES
- SLATE TILE
- CAST STONE
- BRICK PATTERN
- WHITE STOREFRONT



- CAST STONE
- BRICK PATTERN



- SLATE TILE
- CAST STONE
- BRICK
- IGU, WITH SIMULATED DIVIDED LINES



EXHIBIT H
UNCONDITIONAL AGREEMENT AND CONSENT

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

WHEREAS, Winnetka Public School District 36 ("*Applicant*") is the record title owner of the parcel of real property commonly known as 1110 Chatfield 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 located within the R-4 Single-Family Residential Zoning District of the Village ("*R-4 District*"), measures approximately 2.92 acres in size, and is currently improved with a school building ("*School Building*"); and

WHEREAS, the Applicant desires to construct an addition to the School Building ("*Addition*"), exterior mechanical equipment and refuse container enclosure, HVAC improvements, a front entry ramp, and various security upgrades (collectively, "*Proposed Improvements*"); and

WHEREAS, to permit construction of the Proposed Improvements, the Applicant filed an application for: (i) a special use permit amendment pursuant to Sections 17.16.020(C)(2) of the Zoning Ordinance to allow the Proposed Improvements to be constructed on the Subject Property within the R-4 District ("*Special Use Permit Amendment*"); (ii) a variation from the maximum permitted roofed lot coverage limitation in Section 17.30.030 of the Zoning Ordinance for the School Building and all other improvements on the Subject Property to have a total roofed lot coverage of 49,531.58 square feet, a variation of 17,713.33 square feet (55.67%); (iii) a variation from the maximum impermeable lot coverage limitation in Section 17.30.030 of the Zoning Ordinance for the School Building and all other improvements on the Subject Property to have a total impermeable lot coverage of 81,078.21 square feet, a variation of 17,441.71 square feet (27.41%); (iv) a variation for the maximum building size limitation in Section 17.030.040 of the Zoning Ordinance for the School Building and all other improvements on the Subject Property to have a total building size of 55,333.74 square feet of gross floor area, a variation of 24,245.95 square feet (77.99%) (collectively, the "*Variations*"); and (v) a certificate of appropriateness pursuant to Section 15.40.010 of the Village Code ("*Certificate of Appropriateness*") (the Special Use Permit Amendment, Variations, and Certificate of Appropriateness are, collectively, the "*Requested Relief*"); and

WHEREAS, Ordinance No. M-07-2023, adopted by the Village Council on April 18, 2023 ("*Ordinance*"), grants the Requested Relief; and

WHEREAS, Section 10 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 Requested Relief for the Subject Property or its adoption of the Ordinance, and that the Village's approvals are not, and will not be, in any way, 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 Requested Relief 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: May 1, 2023

ATTEST:

WINNETKA PUBLIC SCHOOL DISTRICT 36

By: 

By: 

Its: Adm. Asst. to CFO

Its: CFO

1 WINNETKA ZONING BOARD OF APPEALS MEETING MINUTES EXCERPT
2 MARCH 11, 2024
3

4 **Zoning Board Members Present:** Matt Bradley, Chairman
5 Lynn Hanley
6 Kate Casale MacNally
7 Kathryn Leister
8 Mike Nielsen
9 Todd Vender
10

11 **Zoning Board Members Absent:** Mark Haller
12

13 **Village Staff:** David Schoon, Director of Community Development
14 Ann Klaassen, Assistant Director of Community
15 Development
16

17 ***
18

19 **New Cases:**

20 a. **Case No. 24-02-SU: 1110 Chatfield Road - Hubbard Woods Elementary School:** An application
21 seeking approval of an amendment to an existing Special Use Permit, which allowed construction of an
22 addition on the southwest corner of the existing school building at 1110 Chatfield Road, and zoning
23 variations. The requested amendment would allow improvements to existing playgrounds on the
24 school property. The variations would permit the proposed improvements to (i) exceed the maximum
25 permitted impermeable lot coverage; and (ii) provide less than the minimum required front yard
26 setback from the northwesterly property line along Hamptondale Avenue. The Village Council has final
27 jurisdiction on this request.

28 Ms. Klaassen identified the property's location, street frontages, size and zoning classification. She
29 described the proposal for three separate play area improvements for the kindergarten play area, the
30 west play area and upper play and their locations. Ms. Klaassen then described the rubber poured-in-
31 place surface and synthetic turf material and concrete path reconfiguration to be installed as part of the
32 improvements as well as the play equipment replacement. She identified the proposed site plan rendering
33 which showed the setbacks noting the kindergarten play area is legally nonconforming with respect to the
34 front yard setback from Hamptondale. Ms. Klaassen stated the relocated west play area would comply
35 with all setbacks. She then referred to the excerpt of the zoning matrix, noting the existing and proposed
36 impermeable lot coverage and setback variations requested.
37

38 Ms. Klaassen stated the proposed plan includes extensive landscape improvements along the
39 southwesterly property line, which is shared with the adjacent residential neighbors. She also noted that
40 the applicant provided renderings of the proposed west play area and the new equipment proposed for
41 the upper play area. Ms. Klaassen stated the DRB and Plan Commission would consider the request at
42 their upcoming meetings and that no public comment was received. Ms. Klaassen stated following the
43 applicant's presentation and public comment, a Board Member may wish to make motion as indicated on
44 page nos. 15-17. She then asked if there were any questions. Ms. Casale MacNally questioned the setbacks
45 for the kindergarten play area. Ms. Klaassen clarified the 4.17 feet setback would be to the poured-in-
46 place rubber surface with the existing play equipment continuing to provide a setback of 9.33 feet. No
47 additional questions were raised at this time.
48

1 Chairman Bradley swore in those speaking to this matter. Katherine Talty, the landscape architect, and
2 Brad Goldstein, CFO for District 36, introduced themselves to the Board. Mr. Goldstein referred to the
3 rescinded prior approval of the previously proposed playground improvements and described the interior
4 layout of the addition currently under construction, which would take place in conjunction with the
5 proposed project. He noted the play equipment has been purchased and they have worked with Village
6 Engineering in terms of storm water runoff as requested by the Board. Mr. Goldstein also stated they have
7 met with neighbors and have made vast improvements in terms of the equipment placement. He stated
8 the south end landscaping would provide a guarded view from mechanical and waste equipment. Mr.
9 Goldstein also stated there would be a reduction of asphalt with the increased grass area which would
10 help with drainage. He described the plan as a vast improvement.

11
12 Chairman Bradley asked the Board if there were any questions and referred to the impermeable lot
13 coverage variations. Ms. Casale MacNally referred to the setback and rubber surface for the kindergarten
14 play area and asked if that area related to most of the issue which would be changed. Ms. Talty confirmed
15 that is correct. Ms. Casale MacNally asked if there would be a wooden curb. Ms. Talty described the
16 concrete curb which would replace the wooden curb, or railroad ties, and confirmed the difference in
17 material caused the problem with the setback encroachment.

18
19 Chairman Bradley questioned the proposed landscaping and fencing on the western property line. Ms.
20 Talty responded the existing fence would remain which would be buried by the landscape bed. She also
21 referred to the neighbors' solid board fence in that area. Mr. Nielsen asked if the kindergarten play area
22 containing the wood chips was moved, would the setback issue go away. Ms. Talty explained that the
23 equipment is not being moved, they want to maintain the existing equipment but install the rubber play
24 surface beneath the existing equipment.

25
26 Chairman Bradley referred to impermeable lot coverage and questioned how the decision was made in
27 terms of the amount of impermeable lot area and the existing asphalt area to remain. Mr. Goldstein and
28 Ms. Talty explained in detail how the decision was reached in terms of determining the space's best use
29 and layout. Ms. Hanley asked if there are areas around the play areas where lawn could be added,
30 specifically in proximity to a shed along Hamptondale Avenue. She indicated there is room for mitigation.
31 ADA compliance was determined to be the issue in that regard. Mr. Goldstein added that vehicles access
32 the site for snow removal close to shed referred to. Ms. Talty stated there is also an ADA accessible ramp
33 from the asphalt to the proposed west play area.

34
35 Chairman Bradley asked for public comment. Paul Konstant asked if permeable asphalt was considered.
36 Ms. Talty responded the use of permeable asphalt has not been successful in our environment. Chairman
37 Bradley swore in those speaking to this matter. Chad Humphrey thanked everyone for addressing their
38 concerns and referred to their privacy issues. He stated they are in favor of the plan. No additional
39 comments were made at this time.

40
41 Chairman Bradley then called the matter in for discussion and commended the applicant on their
42 community outreach. Ms. Casale MacNally stated she is in favor of the request and that a lot of thought
43 has been put into the project over the years. She stated while impermeable lot coverage is a sensitive
44 issue, the proposal would be aesthetically beautiful and functional with the neighbors being in favor. Mr.
45 Nielsen stated he is also in favor of the request and their questions were addressed. Ms. Hanley stated
46 she is in favor of the request and the amount of impermeable lot coverage is the best that can be done.
47 Mr. Vender stated he is also in favor and indicated he is not as concerned with regard to impermeable lot
48 coverage. Ms. Leister stated she is in favor and the applicant addressed the setback issues and the

1 concerns that were raised. Chairman Bradley also stated he is in favor of the request with the special use
2 request being a non-issue under the standards which he read into the record. He noted for the record in
3 connection with impermeable lot coverage request, he stated the Board has seen similar requests
4 numerous times.

5
6 Chairman Bradley then asked for a motion to recommend approval as indicated on page 10. A motion to
7 recommend approval was made by Ms. Casale MacNally. Mr. Nielsen seconded the motion. A vote was
8 taken and the motion unanimously passed, 6 to 0:

9 AYES: Bradley, Casale MacNally, Hanley, Leister, Nielsen, Vender

10 NAYS: None

11 ***

12
13
14 Respectfully submitted,

15
16 Antionette Johnson

17 Recording Secretary

ATTACHMENT 3

Minutes Adopted April 18, 2024

Winnetka Design Review Board/Sign Board of Appeals Special Meeting Minutes Excerpt March 20, 2024

Members Present:

Katie Moor, Chairperson
Fritz Duda
Colin Kennedy
Maggie Meiners
Michael Ritter

Members Absent:

Paul Konstant
Heather Niehoff

Village Staff:

Ann Klaassen, Assistant Director of Community
Development
Davorka Kirincic, Building and Code Enforcement
Manager

c. Case No. 24-02-SU: 1110 Chatfield Road - Hubbard Woods Elementary School: A Certificate of Appropriateness to allow improvements to existing playgrounds. The Village Council has final jurisdiction on this request.

Ms. Klaassen identified the property's location and zoning classification and described the proposed improvements to three play areas she identified. She stated the wood chip play surface in the kindergarten play area would be replaced with poured in place rubberized surfacing with the existing play equipment to remain. Ms. Klaassen then stated the existing synthetic turf in the upper play area would be replaced with new synthetic turf and reconfiguration of the concrete path. She also stated the bridge would be relocated and new play pieces installed along with a new sand box. Ms. Klaassen referred to the overall site illustrations and described in detail the improvements to the west play area. She then explained the site's existing nonconformities and described the proposed landscaping improvements. Ms. Klaassen referred to the addition approved in 2023 with the condition that the applicant install and maintain landscaping to buffer the mechanical and refuse container enclosure which is part of the request being considered by the Board this evening. She then referred to the proposed landscaping plan in the materials as well as proposed play equipment renderings and its coloring.

Ms. Klaassen informed the Board the ZBA recommended approval of the request and the Plan Commission is scheduled to consider the special use request on April 3. She referred to the items the Board is to consider noting there is no one in the public to comment. Ms. Klaassen then stated the Board may wish to make a motion to recommend approval or denial as indicated on page no. 48 of the agenda packet and asked if there were any questions.

Mr. Duda asked if public comment was received at the ZBA meeting. Ms. Klaassen stated Mr. Humphrey, a neighbor to the west, spoke in support of the application and commended the applicant. She noted no written comments were received. Chairperson Moor described the new landscaping plan as more substantial over the existing condition.

Chairperson Moor then asked for the applicant's presentation. Brad Goldstein, School District 36 CFO and Katherine Talty, the landscape architect, introduced themselves to the Board. Mr. Goldstein described the

1 proposed landscaping plan. Chairperson Moor commented the proposed landscape plan is great. Ms.
2 Talty informed the Board most of the request was prompted between the District and adjacent neighbors
3 to make the playground impact as minimal as possible and also described the increased setback to the
4 neighbors. Mr. Goldstein added the proposed plans were shared with the neighbors who are in full
5 support. The Board Members commented the proposal is nice. No additional comments were made at
6 this time.

7
8 Chairperson Moor asked for a motion to recommend approval. A motion to recommend approval was
9 made by Mr. Kennedy as stated on page no. 48. The motion was seconded by Mr. Ritter. A vote was taken
10 and the motion unanimously passed, 5 to 0:

11 AYES: Duda, Kennedy, Meiners, Moor, Ritter

12 NAYS: None

13
14 ***
15

16 Respectfully submitted,

17
18 Antionette Johnson

19 Recording Secretary
20

ATTACHMENT 4

WINNETKA PLAN COMMISSION SPECIAL MEETING MINUTES EXCERPT APRIL 3, 2024

Members Present:

Chris Foley, Acting Chairman
Jonathan Alt
Chris Enck
Liz Kunkle
Cyrus Subawalla

Members Absent:

Matthew Bradley
Mamie Case
Layla Danley

Non-Voting Members Present:

Tina Dalman

Village Staff:

David Schoon, Director of Community Development
Ann Klaassen, Assistant Director of Community
Development
Chris Marx, Associate Planner

New Applications:

a. Case No. 24-02-SU: 1110 Chatfield Road - Hubbard Woods Elementary School: An application seeking approval of an amendment to an existing Special Use Permit, which allowed an addition on the southwest corner of the existing school building at 1110 Chatfield Road. The requested amendment would allow improvements to existing playgrounds on the school property. The Village Council has final jurisdiction on this request.

Ms. Klaassen stated the request is to amend an existing special use and identified the property's location and zoning classification. She stated the Comprehensive Plan designated the site as appropriate for institutional uses with the applicant's use being consistent with the Comprehensive Plan land use designation and zoning. Ms. Klaassen then described the three separate play areas along with the changes to the surface materials, play equipment and equipment relocation. She also stated a new sandbox and other play pieces are proposed for the upper play area by the school building and identified the existing play equipment location. Ms. Klaassen identified the asphalt area to be removed and converted to lawn area and play equipment installation in that area. She also identified the play area legal nonconformity from Hamptondale with the proposed west play area complying with the west setback. Ms. Klaassen also identified the extensive landscape improvements on the southwest lot line adjacent to the residential neighbors and the mechanical equipment and refuse container enclosure landscape screening. She informed the Commission that although not the purview of the Commission, two variations for the front yard setback and impermeable lot coverage are being requested for the improvements. Ms. Klaassen then stated the ZBA and DRB recommended approval of the request and no written comment was received and that one neighbor spoke at the ZBA meeting and expressed strong support. Ms. Klaassen stated following the applicant's presentation and public comment, a Commission Member may wish to make a motion to recommend approval or denial as indicated on page no. 15. She then asked if there were any questions.

Mr. Alt asked with regard to impermeable surface if the wood chips would allow for water to be absorbed.

1 He also asked if with the asphalt surface reduction if there would be an offset in the numbers. Ms. Klaassen
2 provided the Commission the figures showing a net increase of 1,395 square feet of impermeable lot
3 coverage. Trustee Dalman referred to neighbors' prior concerns relating to flooding and asked if there are
4 storm water improvements as part of the project. Ms. Klaassen informed the Commission storm water
5 detention was included as part of the addition project that is currently under construction with it being
6 constructed to accommodate the proposed playground improvements. She noted the Village Engineer
7 reviewed preliminary engineering plans for the improvements and is confident the final engineering plans
8 will be approved. Ms. Klaassen also confirmed notice of meetings was provided. No additional questions
9 were raised at this time.

10
11 Chairman Foley swore in those speaking to this matter. Katherine Talty, the landscape architect,
12 introduced herself to the Commission and offered to answer any Commission Member questions.

13
14 Mr. Subawalla asked if the new storm water detention allowed for the addition and the new impermeable
15 area. Ms. Talty confirmed that is correct and noted the proposed plan greatly reduced the asphalt to
16 balance the amount of impermeable surface added to the site. She then described how storm water
17 detention would be managed on the site and added there would be no issues with floating wood chips,
18 since all the wood chips would be removed as part of this project. Mr. Alt asked where the drains are
19 located and if they would be graded to run water away from neighboring properties. Ms. Talty confirmed
20 that is correct and explained how the drains would be graded toward the new lawn area. She also
21 explained how the new material replacing the wood chips is counted as being 100% impervious in
22 connection with the calculations although it has some impermeability to it. Ms. Talty informed the
23 Commission they met directly with the adjacent neighbors relating to the project. Trustee Dalman then
24 questioned if there would be a problem programmatically for the school in removing so much of the
25 asphalt. Adam Rappaport, with District 36, confirmed they spoke with the school administration, staff,
26 students, etc. and have worked with them to make sure the space would be adequate. Mr. Enck
27 questioned the durability of the grass in the new lawn area. Ms. Talty described how they planned to
28 manage the grass consistency in terms of its use.

29 Chairman Foley asked if there were any comments from the public. No public comments were made at
30 this time. He then called the matter in for discussion.

31
32 Ms. Kunkle described the project appeal as much more palatable and well designed. She also referred to
33 the neighbor's comments in support of the request. Ms. Kunkle then referred to an illustration of the
34 amount of lawn area and asphalt and the fact drainage would be improved. She concluded she would be
35 in support. Trustee Dalman stated she would also be in support of the request. Ms. Kunkle added she
36 appreciated the project's design improvement over the prior proposal in terms of its adjacency to the
37 west homeowners. Mr. Enck agreed thought was given to the landscaping improvements along the fence
38 line which would serve to soften the appearance. Mr. Alt agreed with the comments made and stated he
39 would be in support. Chairman Foley noted the nonconforming setback dated back to 1927 and referred
40 to the ZBA and DRB unanimous recommended approvals. He stated he also appreciated the applicant's
41 working with the neighbors.

42
43 Chairman Foley then asked for a motion to recommend approval of the request as noted on page 11 of
44 the staff report. A motion to recommend approval was made by Mr. Alt who referred to the findings. Ms.
45 Kunkle seconded the motion. A vote was taken, and the motion unanimously passed, 5 to 0:

46 AYES: Alt, Enck, Foley, Kunkle, Subawalla

47 NAYS: None

48 NON-VOTING: Dalman

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Respectfully submitted,
Antionette Johnson
Recording Secretary

DRAFT