



Village of Winnetka

Village Council Regular Meeting

June 4, 2024 at 7:00 PM
Village Hall
510 Green Bay Road

AGENDA

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Quorum**
 - a. June 11, 2024 Study Session
 - b. June 18, 2024 Regular Meeting
4. **Public Comments**
5. **Reports**
6. **Establishment of Consent Agenda**
7. **Approval of Consent Agenda**
 - a. Approval of Village Council Minutes
 - i. May 7, 2024 Regular Meeting
 - ii. May 14, 2024 Study Session
 - iii. May 21, 2024 Regular Meeting
 - b. Approval of Warrant List Dated May 3, 2024 - May 16, 2024
 - c. Approval of Annual Outdoor Seating Area Permit (Adoption)
8. **Ordinances and Resolutions**
 - a. Ordinance No. M-07-2024: Granting a Special Use Permit for the Operation of a Financial Counseling Office within the C-2 Commercial Overlay District of the Village (565 Lincoln Avenue) (Introduction)
 - b. Ordinance No. M-08-2024: Granting Preliminary Approval of a Planned Development, Zoning Exceptions, a Special Use for Ground Floor Parking,

NOTICE

All agenda materials are available at [villageofwinnetka.org](https://www.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.

Special Use Findings for Financial Services Uses, and a Preliminary Plat of Consolidation (791 Elm Street) (Chase Bank) (Introduction)

- c. Resolution No. R-54-2024: Approving a Development Agreement (791 Elm Street) (Discussion)

9. Old Business

10. New Business

11. Appointments

12. Closed Session

13. Adjournment

**MINUTES
WINNETKA VILLAGE COUNCIL
REGULAR MEETING
May 7, 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, May 7, 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 15 persons in the audience.

2) Pledge of Allegiance. Trustee Handler led the group in the Pledge of Allegiance.

3) Village Clerk's Report: Election Results

Village Manager Bahan reported the results of the March 19, 2024 election: Robert Apatoff, Kristina Dalman, and Kimberly Handler were elected Village Trustees.

4) Village Clerk to Administer Oath of Office to Trustee Robert Apatoff, Trustee Kristina Dalman, and Trustee Kimberly Handler

Village Manager Bahan administered the Oath of Office to the newly elected Village officials.

5) Quorum

a) May 14, 2024 Study Session All of the Council members present said they expect to attend.

b) May 21, 2024 Study Session All of the Council members present said they expect to attend with the exception of Trustee Dearborn.

6) Public Comment

- i. Steve Julisson reads a letter from Philip Enquist regarding matters related to Elder/Centennial and the lakefront.
- ii. Randi Whitchurch addresses Council regarding the costs of the Elder/Centennial development plan.
- iii. Ted Wynnychenko addresses Council regarding closed session meeting minutes and street end beaches.
- iv. Katie Stevens addresses Council regarding concerns related to the Elder/Centennial development plan.
- v. Elisha Gray commends the Council for sponsoring the Green Bay Trail Day.
- vi. Chuck Dowding thanks Council for adopting the Mayors' Monarch Pledge and addresses the Elder/Centennial development plan.

7) Reports

- a) Trustees. No report.
- b) Attorney. No report.
- c) Manager.
 - i) Village Manager Bahan advises that the Village received a \$300,000 grant for infrastructure improvements, and expresses appreciation to Senator Laura Fine.
- d) Village President. No report.

8) Establishment of the Consent Agenda

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

9) Approval of the 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 in the amount of \$2,429,235.64.
- 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 Authorization and Change Order No. 2 to the Contract with Maple Cable Construction Inc. for Directional Boring Work (Adoption)
- 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 the Mayors' Monarch Proclamation (Adoption)

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

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

Council is advised of a request by the applicant that the property to be designated as a certified landmark.

The Landmark Preservation Commission (LPC) follows a process by looking at the historical or architectural significance of the property and use of a rating system known as the System for the Evaluation of Landmarks. The LPC found the home a well-preserved example of a midcentury modern design and a rare example of a well-preserved midcentury home for the Village and its lakefront.

Council discusses property tax implications if designated as a certified landmark, matters related to exterior changes and the approval by the LPC, and the potential removal of the designation based on future homeowners.

The applicant, Arno Myers, advises Council of their commitment to preserving the property.

Trustee Orsic, seconded by Trustee Handler, moved to introduce Ordinance No. M-04-2024. By voice vote, the motion carried.

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)

Community Development Director David Schoon advises Council of a request submitted by the applicant regarding improvements to existing playgrounds at Hubbard Woods School. The project consists of improvements to three separate play areas and include replacement of an existing woodchip play surface, removal of existing asphalt and play equipment while replacing the asphalt to lawn and implementing new play equipment. Additionally, the project will replace the synthetic turf and include a new sandbox.

Mr. Schoon advises Council of the existing site plan and proposed site plan, proposed landscape plan, and matters related to zoning relief.

The three advisory boards, Zoning Board of Appeals, Design Review Board, and Plan Commission, have unanimously recommended approval of the request.

Council discusses flood related matters and stormwater runoff, impermeable lot coverage, and play equipment and landscaping.

Brad Goldstein, Chief Financial Officer at Winnetka Public School District 36, advises Council of communication between staff and neighbors as well as the integration of engineering and stormwater related matters in the proposed plan.

Trustee Dalman, seconded by Trustee Apatoff, moved to waive introduction of Ordinance No. M-05-2024. By voice vote, the motion carried unanimously.

Trustee Dalman, seconded by Trustee Orsic, moved to adopt Ordinance No. M-05-2024. By roll call vote, the motion carried. Ayes: Trustees Albinson, Apatoff, Dalman, Dearborn, Handler, and Orsic. Nays: None. Absent: None

11) Old Business. None.

12) New Business. None.

13) Appointments:

i. Approval of Council Organizational Assignments for 2024 – 2025.

Assignment	2024-2025
President Pro Tem	Bob Dearborn
Council Committees	
<i>Warrants</i>	Kirk Albinson
<i>Chamber of Commerce</i>	Tina Dalman
Committees by Code	
<i>EFC</i>	Bob Dearborn
<i>PC</i>	Rob Apatoff
<i>SWANCC (1)</i>	Chris Rintz
<i>SWANCC (2)</i>	Rob Bahan
Other Committees/Assignments	
<i>NWMC (1)</i>	Kim Handler
<i>NWMC (2)</i>	Rob Bahan
<i>NWMC (3)</i>	Chris Rintz
<i>RED Center</i>	Bridget Orsic
<i>Community Outreach Liaison</i>	Kim Handler
<i>LPC Liaison</i>	Kim Handler
<i>Stormwater Infrastructure Liaison</i>	Chris Rintz & Kirk Albinson
<i>Post Office Liaisons</i>	Chris Rintz & Kirk Albinson
<i>WPD Lakefront Liaisons</i>	Chris Rintz & Rob Apatoff

Trustee Dalman seconded by Trustee Handler, moved to approve the Council Organizational Assignments for 2024 – 2025. By voice vote, the motion carried.

14) Closed Session for the Purpose of Discussing Pending or Probable Litigation pursuant to Section 2(c)(11) of the Open Meetings Act.:

Trustee Dalman, seconded by Trustee Apatoff, moved to adjourn to Closed Session for the purpose of discussing pending or probable litigation pursuant to Section 2(c)(11) of the Open Meetings Act and to adjourn the Open Meeting automatically and immediately upon the conclusion of the Closed Session without the conduct of any further business or comments. By roll call vote, the motion carried. Ayes: Trustees Albinson, Apatoff, Dalman, Dearborn, Handler, and Orsic. Nays: None. Absent: None.

The Council adjourned into Closed Session at 8:01 p.m.

15) Adjournment. The Closed Session meeting ended at 8:32 pm.

Recording Secretary

**MINUTES
WINNETKA VILLAGE COUNCIL
STUDY SESSION
May 14, 2024**

(Approved: xx)

A record of a legally convened meeting of the Council of the Village of Winnetka, which was held at the Council Chambers on Tuesday, May 14, 2024 at 7:00 PM.

- 1) Call to Order. President Rintz called the meeting to order at 7:02 PM. Village Manager Bahan called the roll of the Village Council. Present: Trustees Kirk Albinson, Rob Apatoff, Tina Dalman, Bob Dearborn, Kim Handler and Bridget Orsic. Absent: None. Also present: Village Manager Robert Bahan, Assistant Village Manager Kristin Kazenas, Village Attorney Peter Friedman, Deputy Village Clerk Berina Gradjan, Water & Electric Director Nick Narhi, Strategic Development Manager Brian Keys, and approximately 5 persons in the audience.

- 2) Public Comment

- a) John Root addresses Council regarding future lakefront ordinances and litigation matters related to the adoption of the steep slope ordinance.

- 3) Discussion.

- a) Illinois Municipal Electric Agency (IMEA) Contract Renewal Discussion – Policy Direction

The Village's current power sales contract and capacity purchase agreement is set to expire on September 30, 2035, and in order to plan for the transition to a net zero generation portfolio and to meet the future power needs, the Illinois Municipal Electric Agency has requested that the Village and the other thirty-one members consider extending their contracts with the agency. Members of the IMEA are currently considering the terms and conditions of the proposed contracts.

Staci Wilson, Director of Government Affairs, reviews the agency's partnership with Winnetka, its boards, benefits of joint actions, its costs and efficiencies, and the various services provided to its members. Additionally, Ms. Wilson provides the proposed contract terms and conditions, regulations, affordability, cost, and the IMEA's financial state, market fluctuations, power supply resources, and an overview of the sustainability report, a roadmap of the anticipated transition to a net-zero vision.

Rakesh Kothakapu, Vice President of Engineering & Energy Markets, provides information regarding key dates for the transition to the net zero generation portfolio, matters related to the resource agreements, and rate projections.

Troy Fodor, Vice President & General Counsel, addresses Council regarding the history of the contract, provides information related to the extension of the contract and duration, partnership with outside vendors, rates and charges, added benefits to the proposed agreement, and generator capacity credits and its benefits to IMEA members.

Council discusses power needs, power systems utilized by various other communities not part of the IMEA, anticipated debt related to carbon neutral transition, utilization of alternate power agencies other than the IMEA, production and cost increases, the future of net-zero vision, replacements and additions of resources, and the benefits of ownership of IMEA resources.

Public Comment

Craig Woody comments on Winnetka's unique assets that can be utilized to generate power.

Patrick Hanley, Environmental & Forestry Chair, addresses IMEA representatives regarding updates to rules related to Prairie State and its impacts, and the IMEA member contract.

John Root addresses Council regarding Winnetka's power plant once transitioned to net zero generation portfolio.

4) Closed Session for the Purpose of Discussing Closed Session Minutes pursuant to Section 2(c)(21) of the Open Meetings Act.

Trustee Albinson , seconded by Trustee Apatoff, moved to adjourn to Closed Session for the purpose of discussing closed session minutes pursuant to Section 2(c)(21) 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, Handler, and Orsic. Nays: None. Absent: None.

The Council adjourned into Closed Session at 8:41 p.m.

5) Adjournment. The Closed Session meeting ended at 9:03 pm

Recording Secretary

**MINUTES
WINNETKA VILLAGE COUNCIL
REGULAR MEETING
May 21, 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, May 21, 2024, at 7:00 PM.

- 1) Call to Order. President Rintz called the meeting to order at 7:02 PM. Village Manager Rob Bahan called the roll. Present: Trustees Kirk Albinson, Rob Apatoff, and Bridget Orsic. Absent: Trustees Tina Dalman, Robert Dearborn, Kim Handler. Also present: Assistant Village Manager Kristin Kazenas, Deputy Village Clerk Berina Gradjan, Village Attorney Peter Freidman, Finance Director Tim Sloth, and approximately 2 persons in the audience.
- 2) Pledge of Allegiance. President Rintz led the group in the Pledge of Allegiance.
- 3) Quorum
 - a) June 4, 2024 Regular Meeting All of the Council members present said they expect to attend.
 - b) June 11, 2024 Study Session All of the Council members present said they expect to attend.
 - c) June 18, 2024 Regular Meeting All of the Council members present said they expect to attend.
- 4) Public Comment. None
- 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 Albinson seconded by Trustee Orsic moved to approve the Establishment of the Consent Agenda. By voice vote, the motion carried.
- 7) Approval of the Consent Agenda
 - a) Approval of Warrant List Dated April 19, 2024 – May 2, 2024 in the amount of \$1,949,084.62.
 - b) Ordinance No. M-04-2024: Designating 1207 Whitebridge Hill Road as a Certified Landmark (Adoption)
 - 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 (Adoption)

- d) Resolution No. R-51-2024: Approving and Authorizing the Illinois Public Works Mutual Aid Network (IPWMAN) Agreement (Adoption)
- e) Resolution No. R-52-2024: Approving a Third Amendment to a Lease Agreement between the Village of Winnetka and the United States Postal Service (Adoption)
- f) Resolution No. R-53-2024: Approving a Contract with Aqueous Infrastructure Management Co. for Wet Well Cleaning and Video Inspection (Adoption)

Trustee Albinson 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, Orsic, and President Rintz. Nays: None. Absent: Trustees Dalman, Dearborn, and Handler.

8) Ordinances and Resolutions.

- a) Ordinance No. MC-05-2024: Amending the Winnetka Village Code to Increase the Village Manager's Purchasing Authority for Purchase Orders, Contracts, and Change Orders (Introduction/Adoption)

The Village Manager may authorize purchases and promote efficient purchasing and procurement processing.

Finance Director Tim Sloth confirms the Village Manager's purchasing authority at \$25,000, since 1999, with an authority to delegate \$10,000 to the Finance Director. Due to accumulated inflation, the Village Manager's purchasing authority has been eroded and staff is proposing to increase the purchasing authority of the Village Manager to \$50,000 and raise the delegation authority to the Finance Director to \$20,000.

Village Manager Bahan advises Council that the increase in purchasing authority will allow staff to handle purchases more efficiently and decrease the amount of items on Council's agenda for approval.

Trustee Orsic, seconded by Trustee Apatoff, moved to waive introduction of Ordinance No. MC-05-2024. By voice vote, the motion carried unanimously.

Trustee Albinson, seconded by Trustee Orsic, moved to adopt Ordinance No. MC-05-2024. By roll call vote, the motion carried. Ayes: Trustees Albinson, Apatoff, Orsic, and President Rintz. Nays: None. Absent: Trustees Dalman, Dearborn, and Handler.

9) Old Business. None.

10) New Business. None.

11) Appointments: None.

12) Closed Session for the Purpose of Discussing Closed Session Minutes pursuant to Section 2(c)(21) of the Open Meetings Act.

Trustee Albinson, seconded by Trustee Orsic, moved to adjourn to Closed Session for the purpose of discussing closed session minutes pursuant to Section 2(c)(21) 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, Orsic, and President Rintz. Nays: None. Absent: Trustee Dalman, Dearborn, and Handler.

The Council adjourned into Closed Session at 7:09 p.m.

13) Adjournment. The Closed Session meeting ended at 7:45 pm

Recording Secretary



Agenda Item Executive Summary

TITLE: Approval of Warrant List Dated May 3, 2024 - May 16, 2024

PRESENTER: Robert M. Bahan

AGENDA DATE: June 4, 2024

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

None.

EXECUTIVE SUMMARY:

The Warrant List Dated April 19, 2024 - May 2, 2024.

RECOMMENDATION:

Consider Approving the Warrant List Dated April 19, 2024 - May 2, 2024.

ATTACHMENTS:

None



Agenda Item Executive Summary

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

PRESENTER: Kristin Kazenas

AGENDA DATE: June 4, 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-six 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 Licenses

Licensee	Business Address	Permit Number	# of Tables	# of Chairs
Sara Campbell	563 Linocln Ave	26	1	2



Agenda Item Executive Summary

TITLE: Ordinance No. M-07-2024: Granting a Special Use Permit for the Operation of a Financial Counseling Office within the C-2 Commercial Overlay District of the Village (565 Lincoln Avenue) (Introduction)

PRESENTER: David Schoon

AGENDA DATE: June 4, 2024

CONSENT: No

ITEM TYPE: Ordinances and Resolutions

ITEM HISTORY:

None

EXECUTIVE SUMMARY:

INTRODUCTION

On June 4, 2024, the Village Council is scheduled to consider Ordinance M-07-2024 in response to an application submitted by JPMorgan Chase Bank, National Association (the "Applicant"), as the prospective lessee of the property located at 565 Lincoln Avenue (the "Subject Property"). (**Attachment 1**) The Applicant requests approval of a special use permit to allow a financial counseling office to temporarily locate on the Subject Property, which is located within the C-2 Commercial Overlay District.

The Applicant is seeking the Special Use Permit to temporarily use the 1,500 square-foot space as a financial counseling office associated with its private wealth service operations while its main office at 791 Elm Street is redeveloped. The proposed space would not be utilized for typical consumer banking services or an ATM.

ADVISORY BOARD/COMMISSION REVIEW

The Plan Commission (PC) considered the request on January 24, 2024. **Attachment 2** includes the staff report to the PC and the meeting minutes, which summarize the request. Subsequent to the posting of the January 24, 2024, PC agenda packet, the Applicant submitted supplementary information, including a letter from the property owner, Hoffmann Commercial Real Estate. **Attachment 3** includes the supplementary information. There was one written comment from the public in support of the request received prior to the PC meeting, which is included in Attachment 2. After hearing from the Applicant, considering the written public correspondence received, and no public comments being made at the meeting, the PC discussed the request. Ultimately, by a vote of 7-0, the Commission recommended approval with two conditions: (1) upon vacating the space, the Applicant will remove the dividing walls west of the restroom to make the space more attractive to non-office uses once Chase vacates the space; and (2) the term for the special use will expire 6 months after the certificate of occupancy is issued for the new Chase Bank Building at 791 Elm Street. Ordinance M-07-2024 has been drafted to include the two conditions recommended by the

PC.

On December 21, 2023, the Design Review Board (DRB) considered a sign permit application submitted by the Applicant to allow installation of a door window sign and an awning valence sign on the Subject Property. After hearing from the Applicant's legal counsel, and no members of the public, by a vote of 4-0, the DRB approved the signage as proposed. The DRB's consideration is being provided as information only, as the DRB has final jurisdiction on the sign permit.

The Applicant's legal counsel has submitted a written request to waive introduction of the ordinance approving the special use permit. This letter is provided as **Attachment 4**. The attached letter notes that the Applicant finds the conditions of approval recommended by the PC, and included in the ordinance, acceptable.

RECOMMENDATION:

Given the Plan Commission recommendation of approval was unanimous, the Council may wish to (a) consider waiving introduction of Ordinance M-07-2024 and adopt the ordinance, OR (b) consider only introduction of Ordinance M-07-2024.

ATTACHMENTS:

1. Ordinance No. M-07-2024: Granting a Special Use Permit for the Operation of a Financial Counseling Office within the C-2 Commercial Overlay District
2. January 19, 2024, PC Staff Report and Attachments, and January 24, 2024, PC Meeting Minutes
3. Applicant's Supplementary Information Letter
4. Letter to Council Requesting Waiver of Introduction of Ordinance Granting Special Use Permit for 565 Lincoln Avenue

ORDINANCE NO. M-07-2024

AN ORDINANCE GRANTING A SPECIAL USE PERMIT
FOR THE OPERATION OF A FINANCIAL COUNSELING OFFICE WITHIN
THE C-2 COMMERCIAL OVERLAY DISTRICT OF THE VILLAGE
(565 Lincoln Avenue)

WHEREAS, JP Morgan Chase Bank, National Association, a national banking association ("**Applicant**"), is the prospective lessee of the property commonly known as 565 Lincoln Avenue, Winnetka, Illinois, and legally described in **Exhibit A** attached to and, by this reference, made a part of this Ordinance ("**Subject Property**"); and

WHEREAS, 565 Lincoln LLC, is the record title owner of the Subject Property ("**Owner**"); and

WHEREAS, the Subject Property is located within the C-2 General Retail Commercial District and the C-2 Commercial Overlay District of the Village (collectively, "**Overlay District**"); and

WHEREAS, Applicant desires to operate a temporary financial counseling office ("**Financial Counseling Office**") at the Subject Property while Applicant redevelops its current property located at 791 Elm Street ("**Elm Street Development**"); and

WHEREAS, Pursuant to Section 17.44.020 and the table of uses set forth in Section 17.46.010 of the Winnetka Zoning Ordinance ("**Zoning Ordinance**"), a Financial Counseling Office is not permitted in the Overlay District without a special use permit; and

WHEREAS, on November 14, 2023, Applicant filed an application for a special use permit to operate a Financial Counseling Office at the Subject Property ("**Special Use Permit**"); and

WHEREAS, Owner of the Subject Property has consented to the application for the Special Use Permit filed by Applicant; and

WHEREAS, on January 24, 2024, after due notice thereof, the Plan Commission conducted a public hearing on the proposed Special Use Permit and, by a vote of seven in favor and zero opposed, recommended that the Village Council approve the Special Use Permit; and

WHEREAS, the Village Council has determined that approval of the proposed Special Use Permit for the operation of a Financial Counseling Office at the Subject Property satisfies the standards for the approval of special use permits within the C-2 Commercial Overlay District set forth in Chapter 17.56 and Section 17.44.020.B of the Zoning Ordinance and is in the best interest of the Village and its residents;

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

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

SECTION 2: SPECIAL USE PERMIT. Subject to, and contingent upon, the terms and conditions set forth in Section 3 of this Ordinance, the Special Use Permit is hereby granted, pursuant to Chapter 17.56 and Section 17.44.020.B of the Zoning Ordinance and the home rule powers of the Village, to allow the operation of the Financial Counseling Office by Applicant at the Subject Property within the C-2 Commercial Overlay District.

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

- A. **Compliance with Regulations.** The development, use, and maintenance of 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.
- B. **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, Applicant must pay to the Village, promptly upon presentation of a written demand or demands therefor, of all fees, costs, and expenses incurred or accrued in connection with the review, negotiation, preparation, consideration, and review of this Ordinance. Payment of all such fees, costs, and expenses for which demand has been made shall be made by a certified or cashier's check. Further, Applicant must pay upon demand all costs incurred by the Village for publications and recordings required in connection with the aforesaid matters.
- C. **Compliance with Plans.** The development, use, and maintenance of the Financial Counseling Office at the Subject Property must be in strict accordance with the Floor Plan submitted by Applicant, consisting of one sheet, a copy of which is attached to and, by this reference, made a part of this Ordinance as **Exhibit B**, 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.
- D. **Term.** The Special Use Permit will automatically terminate without further action on the earlier of (i) six months after the certificate of occupancy is issued to Applicant for the Elm Street Development or (ii) June 4, 2026; provided that the term of the Special Use Permit may be extended by the Village Council by adoption of a Resolution for an additional one-year period.
- E. **Vacating Space.** Upon termination of the Special Use Permit, Applicant must remove the dividing walls within the Subject Property located west of the restroom.

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

SECTION 5: FAILURE TO COMPLY. Upon the failure or refusal of Applicant or Owner 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 Special Use Permit granted in Section 2 of this Ordinance will, at the sole discretion of the Village Council, by ordinance duly adopted, be revoked and become null and void; provided, however, that the Village Council may not so revoke the Special Use Permit granted in Section 2 of this Ordinance unless it first provides 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 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 6: AMENDMENT OF SPECIAL USE PERMIT. Any amendments to the Special Use Permit granted in Section 2 of this Ordinance that may be requested by Applicant 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 7: NON-TRANSFERABILITY. Nothing in this Ordinance will be deemed to allow this Ordinance or the Special Use Permit to be transferred to any person or entity other than Applicant without a new application for approval.

SECTION 8: EFFECTIVE DATE.

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

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

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

[SIGNATURE PAGE FOLLOWS]

PASSED this 4 day of June, 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: June 4, 2024

Passed and Approved: _____, 2024

EXHIBIT A
LEGAL DESCRIPTION OF SUBJECT PROPERTY

LOT 3 IN MCGUIRE'S & ORR'S ARBOR VITAE ROAD SUBDIVISION IN WINNETKA, A SUBDIVISION OF BLOCK 4, AND THAT PART EAST OF LINCOLN AVENUE OF BLOCK 5 IN WINNETKA, A SUBDIVISION OF THE NORTHEAST HALF OF SECTION 20 AND THE NORTH FRACTIONAL HALF OF LOT 21, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN VILLAGE OF WINNETKA, COUNTY OF COOK AND STATE OF ILLINOIS.

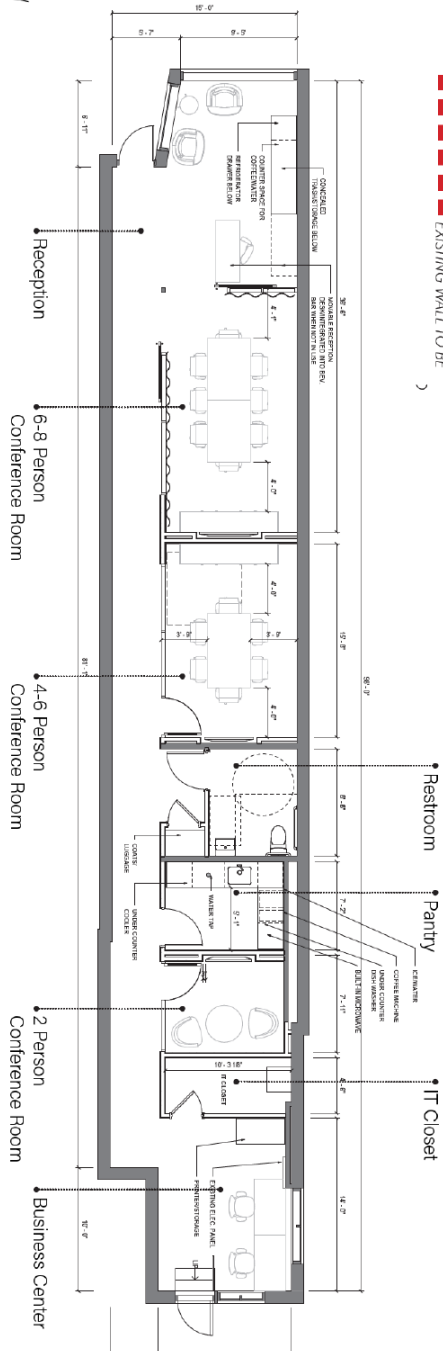
Commonly known as 563-571 Lincoln Avenue, Winnetka, Illinois.

PIN: 05-20-204-009-0000

EXHIBIT B
FLOOR PLAN

TOTAL AREA: 1,412 sf

EXISTING WALL TO BE



PROPOSED PLAN
TOTAL AREA: 1,412 sf
SCALE 1/8" = 1' - 0"

EXHIBIT C

UNCONDITIONAL AGREEMENT AND CONSENT

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

WHEREAS, JP Morgan Chase Bank, National Association, a national banking association ("*Applicant*"), desires to operate a financial counseling office located at 565 Lincoln Avenue in the Village ("*Subject Property*"); and

WHEREAS, 565 Lincoln LLC ("*Owner*"), is the record title owner of the Subject Property and consents to the operation of a financial counseling office by Applicant at the Subject Property; and

WHEREAS, Ordinance No. M-07-2024, adopted by the Village Council on _____, 2024 ("*Ordinance*"), grants a special use permit to Applicant for the operation of a financial counseling office at the Subject Property within the C-2 Commercial Overlay District of the Village; and

WHEREAS, Section 8 of the Ordinance provides, among other things, that the Ordinance will be of no force or effect unless and until Applicant and Owner have filed, within 60 days following the passage of the Ordinance, their 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, Applicant and Owner do hereby agree and covenant as follows:

1. Applicant and Owner do 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. Applicant and Owner acknowledge that public notices and hearings have been properly given and held with respect to the adoption of the Ordinance, have considered the possibility of the revocation provided for in the Ordinance, and agree not to challenge any such revocation on the grounds of any procedural infirmity or a denial of any procedural right.
3. Applicant and Owner acknowledge and agree 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 a special use permit 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 Applicant or Owner against damage or injury of any kind and at any time.
4. Applicant and Owner do 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 special use permit for the Subject Property.

5. Applicant and Owner hereby agree 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:

**JP MORGAN CHASE BANK, NATIONAL
ASSOCIATION, A NATIONAL BANKING
ASSOCIATION**

By: _____

By: _____

Its: _____

Its: _____

ATTEST:

565 LINCOLN LLC

By: _____

By: _____

Its: _____

Its: _____



MEMORANDUM VILLAGE OF WINNETKA

COMMUNITY DEVELOPMENT DEPARTMENT

TO: PLAN COMMISSION
FROM: CHRISTOPHER MARX, AICP – ASSOCIATE PLANNER
DATE: JANUARY 19, 2024
SUBJECT: 565 LINCOLN AVENUE – CHASE BANK OFFICE SPECIAL USE PERMIT
(CASE NO. 23-22-SU)

INTRODUCTION

On January 24, 2024, the Plan Commission is scheduled to hold a public hearing to consider an application submitted by JP Morgan Chase Bank (the “Applicant”), as the prospective lessee of the property located at 565 Lincoln Avenue (the “Subject Property”), **to allow a financial counseling office to temporarily locate on the Subject Property.** The property is currently owned by 565 Lincoln LLC, under the care of Hoffman Commercial Real Estate.

The Applicant has filed an application seeking approval of a Special Use Permit in accordance with Chapter 17.56 [Special Uses] of the Winnetka Zoning Ordinance to permit a financial counseling office in the C-2 General Retail Commercial Overlay District at the Subject Property. The Applicant is seeking the Special Use Permit for temporary space for some of its banking functions while their main office at 791 Elm Street is reconstructed.

A sign has been posted on the Subject Property and a website notice has been posted on the Village website indicating the time and date of the Plan Commission public meeting. A mailed notice has been sent to property owners within 500 feet of the Subject Property. As of the date of this memo, staff has received one written comment from the public regarding this application (See Attachment B).

PROPERTY DESCRIPTION

The Subject Property is in a space on the south end of a one-story commercial building at 565 Lincoln Avenue, which is located on the east side of Lincoln Avenue between Elm Street and Prospect Avenue in the East Elm Street business district. The vacant storefront is approximately 1500 square feet of commercial space with 15 feet of street frontage along Lincoln Avenue and previously housed *Compass Real Estate’s* realty office. The overall building contains other tenants including *Sara Campbell, J. McLaughlin, Mirani’s, Stefanich Antiques, and Skyline Window Coverings*. Figures 1 through 5 on the following pages identify the Subject Property and neighboring businesses.

The Subject Property is located within the Village’s **Commercial Overlay District**, which allows non-retail uses, such as general offices and professional uses; however, the Zoning Ordinance requires that they be evaluated by the Plan Commission and Village Council as a special use.

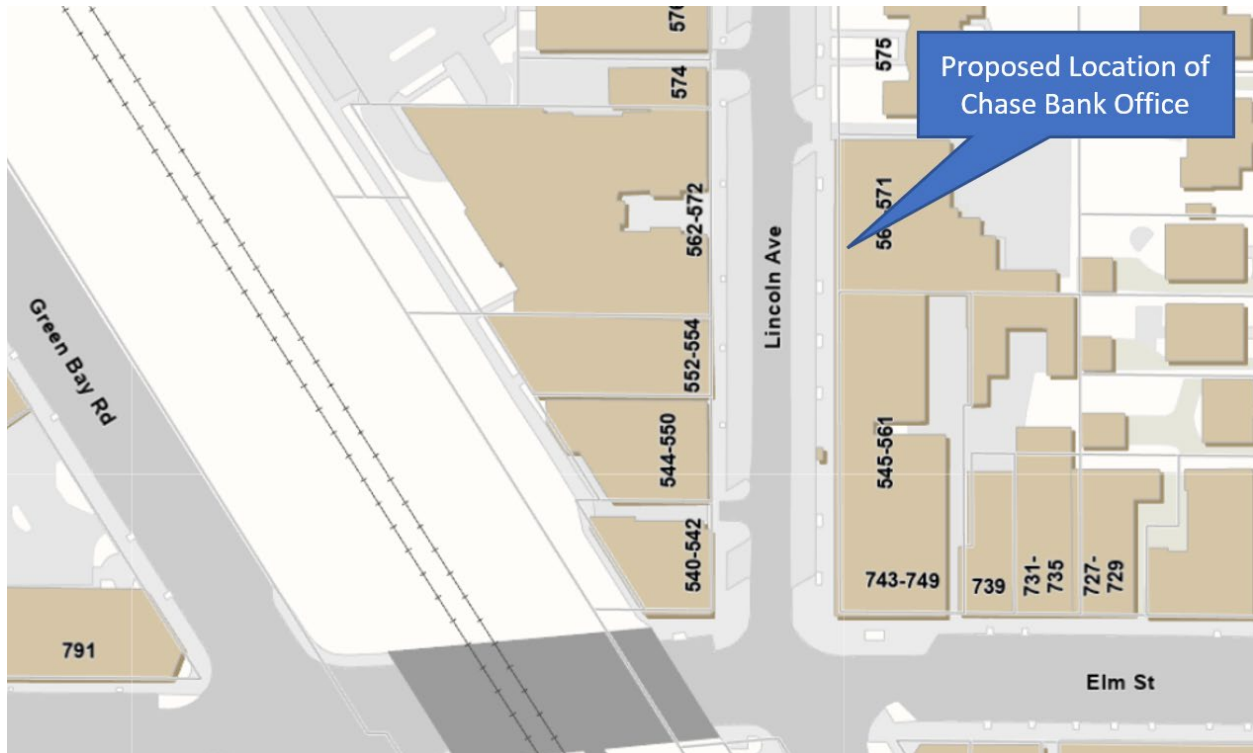


Figure 1 – Subject Property – 565 Lincoln Avenue

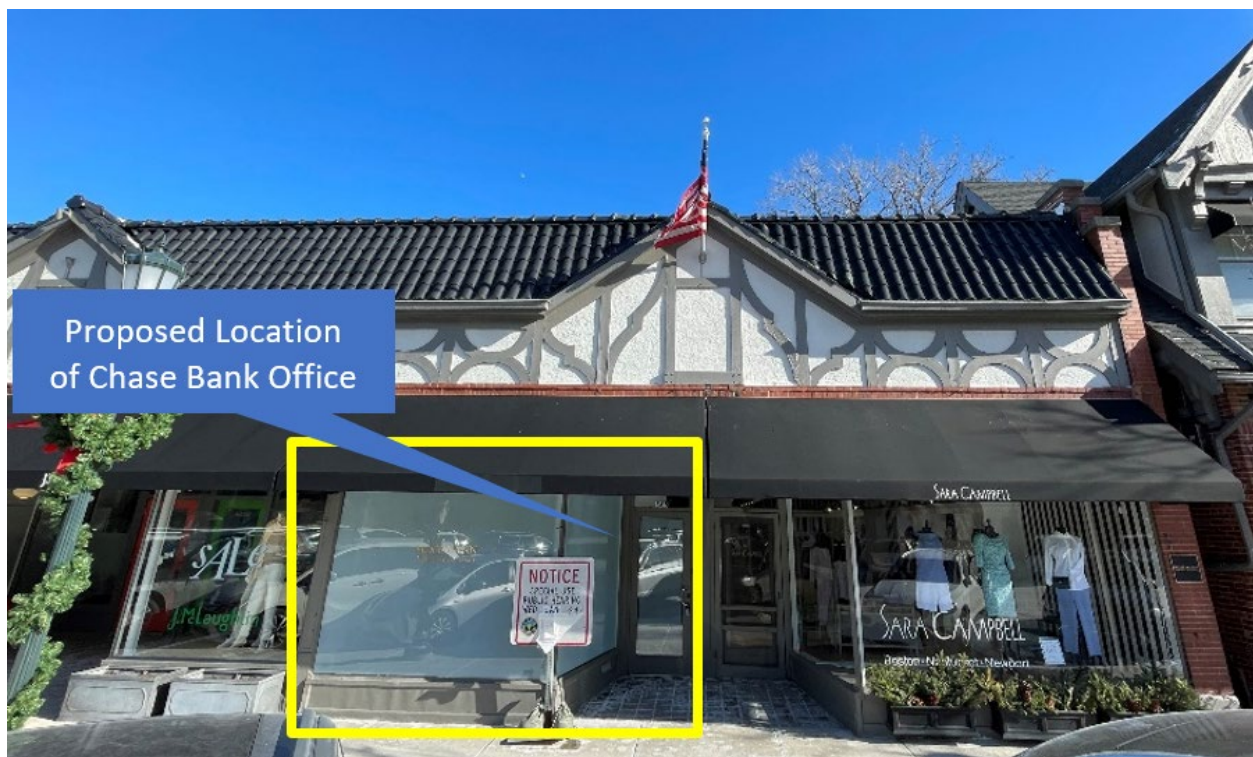


Figure 2 – Subject Property – 565 Lincoln Avenue



Figure 3 – Subject Property – 565 Lincoln Avenue



Figure 4 – Neighboring Businesses to North – J. McLaughlin, Mirani's, Stefanich Antiques, and Skyline Windows



Figure 5 – Neighboring Businesses to South – *Sara Campbell* and a new Asian carryout restaurant

COMMERCIAL OVERLAY DISTRICT BACKGROUND

The Overlay District was established in 1987 out of concern about the viability of the business districts as a whole if non-retail occupancies were allowed to proliferate and occupy significant areas within retail shopping districts. At the time of adoption there was a concern about the possible proliferation of real estate offices and financial institutions.

The Village Zoning Ordinance describes the purpose of the Overlay District and its restrictions on non-retail uses as being:

“to encourage retailing of comparison shopping goods and personal services compatible with such retailing on ground floor in order to encourage a clustering of such uses, to provide for a wide variety of retail shops and expose such shops to maximum foot traffic, while keeping such traffic in concentrated (yet well distinguished) channels throughout the district.”

Since its adoption in 1987, the Overlay District has been revised on more than one occasion to alter district boundaries, or to modify the types of uses which are permitted within each district. The most recent amendment occurred on April 4, 2019, when the Village Council adopted MC-01-2019, amending the Zoning Ordinance regarding uses and regulations in the three commercial districts, including amendments to the Overlay District and the standards used to evaluate a special use. This request to allow a financial counseling office would have required a special use permit under the former zoning regulations.

ELM STREET BUSINESS DISTRICT OVERLAY BOUNDARIES

A map depicting the zoning classifications of the Elm Street Business District is provided below as Figure 6. The Subject Property is highlighted with a black outline.

Gray areas indicate the underlying C-2 General Retail Commercial zoning, which permits by right a relatively broad array of uses, including various retail uses, along with a number of non-retail uses such as professional offices, financial service firms, medical offices and the like.

Red crosshatch areas represent those areas subject to the restrictions of the Commercial Overlay District. The boundaries of the Overlay District are established along certain public streets and extend for a depth of 50 feet from the front property line.

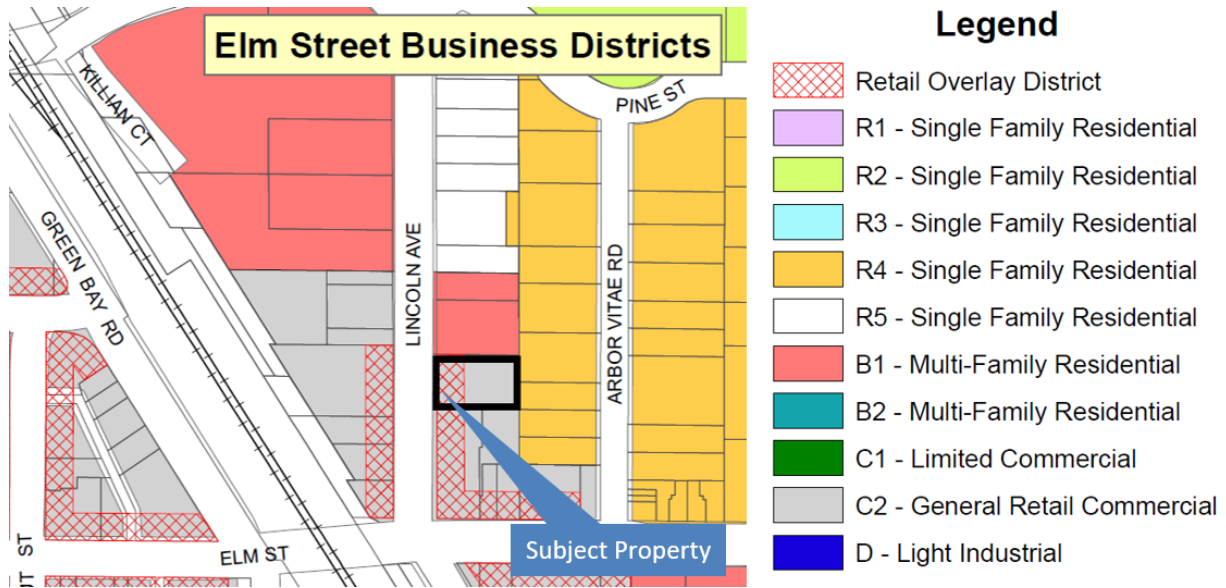


Figure 6 – Elm Street Business District

DESCRIPTION OF CURRENT REQUEST

The Applicant is proposing to temporarily use the 1,500 square foot space as a financial counseling office associated with their private wealth service businesses while it reconstructs its building at 791 Elm Street over a two-year duration. The proposed space would not be used for typical consumer banking services or an ATM. The offices will be used for wealth counseling to the bank's clients with appointment visits made between 8:00 am to 5:00 pm on weekdays. Four to six employees will use the space for client consultations, which will consist of four to six consultations with clients each day, and on many days only some of those employees will use the space. The Applicant also states that on many days fewer than three client meetings would occur at any one time, and if no client appointments are scheduled on a given day, generally none of its employees would use the space. The Applicant also states that small gatherings of clients with a group of about 10 to 15 people might happen on an infrequent basis. The space buildout would consist of three conference rooms for client meetings along with a main reception entrance, restrooms, maintenance areas, and employee centered work areas. The Applicant states that there would be no changes to the exterior façade except for new signs to identify the business. The commercial space comes with two exclusive off-street parking spaces for the Applicant's use and access to other off-street spaces on the Subject Property (Figure 7). A full description of the proposed use can be found in the application materials of **Attachment A**.

It is recognized that there are special types of uses which because of their specific characteristics in relationship to uses permitted by right in a particular district, or the services which they provide, cannot be properly permitted by right in a particular district without consideration, in each case, of the impact of such uses upon neighboring land, or of the public need for such uses at a particular location.

A land use classified as a special use is an allowed land use as long as the Applicant can demonstrate that the proposed use in its proposed specific location meets the applicable standards for granting special use approval.

Section 17.44 of the Zoning Ordinance provides a series of twelve (12) standards for the evaluation of Special Use applications within the Commercial Overlay District, which provides a framework for evaluation by the Plan Commission. The Applicant has supplied as part of their application materials a narrative addressing how this proposal complies with the twelve (12) standards. **(See Attachment A)**

Following conclusion of public comment and Commission discussion, a Commission member may choose to make the following motion:

I make the motion that:

The Plan Commission recommends **approval [denial]** of the requested special use to allow the Applicant, Chase Bank, to temporarily operate a financial counseling services office at 565 Lincoln Avenue within the C-2 Commercial Overlay District, based on the following findings of fact:

“The bank office (the “Special Use”) is [is not] consistent with the Standards for granting of Special Use Permits in the Commercial Overlay District, which are as follows:

1. The establishment, maintenance, and operation of the Special Use will not be detrimental to or endanger the public health, safety, comfort, morals, or general welfare;
2. The Special Use will not be substantially injurious to the use and enjoyment of other property in the immediate vicinity which are permitted by right in the district or districts of concern, nor substantially diminish or impair property values in the immediate vicinity;
3. 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;
4. 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;
5. Adequate parking, utilities, access roads, drainage, and other facilities necessary to the operation of the Special Use exists or are to be provided;
6. The Special Use in all other respects conforms to the applicable regulations of this and other village ordinances and codes;
7. The proposed special use at the proposed location will encourage, facilitate and enhance the continuity, concentration, and pedestrian nature of the area in a manner similar to that of retail uses;
8. The location of the proposed special use along a block frontage shall provide for a minimum interruption in the existing and potential continuity and concentration of the retail uses along the block’s frontage;
9. The proposed special use at the proposed location will provide for display windows, facades, signage and lighting similar in nature and compatible with that provided by retail uses;

10. If the proposed special use provides multi-use areas, such as retail merchandise areas, restaurant dining areas, general office space, private offices, reception areas, or employee work areas, any proposed retail merchandise area or restaurant dining area shall be concentrated and located immediately adjacent to the sidewalk and clearly visible from the street in such a fashion as to invite customers to browse or dine;
11. If a proposed new building contemplates a mix of retail, office and service type uses, the minimum frontage for each retail use adjacent to the sidewalk shall be 20 feet with a minimum gross floor area of 400 square feet. In addition, such retail space shall be devoted to active retail merchandising which maintain typical and customary hours of operation; and
12. The proposed location and operation of the proposed special use shall not significantly diminish the availability of parking for district clientele wishing to patronize existing retail businesses.”

The Commission’s recommendation is subject to **no conditions [the following conditions]:**

1. [Insert conditions...]

As noted above, the Commission may also wish to consider if there are any additional conditions it may want to place on the facility’s operation. Given the Applicant has stated the use of the space is temporary while it constructs a new building in place of its existing building at 791 Elm Street, the Commission may wish to recommend a term be placed on the special use approval.

This request is subject to final approval by the Village Council.

ATTACHMENTS

Attachment A: Application Materials

Attachment B: Public Correspondence

ATTACHMENT A

Village of Winnetka
SPECIAL USE PERMIT – C2 COMMERCIAL OVERLAY APPLICATION

VILLAGE OF WINNETKA, ILLINOIS DEPARTMENT OF COMMUNITY DEVELOPMENT

SPECIAL USE PERMIT APPLICATION C-2 COMMERCIAL OVERLAY

Case No. _____

Property Information

Site Address: 565 Lincoln Avenue, Winnetka, Illinois 60093
Proposed type of occupancy: Financial counseling office

Applicant Information

Name: JP Morgan Chase Bank, National Association
Address: 1111 Polaris Parkway
City, State, ZIP: Columbus, Ohio 43240-2050
Applicant Signature: [Redacted]
Vice President

Primary Contact: Brendan Ard
Phone No. [Redacted]
Email: [Redacted]
Date: November 15, 2023

Attorney Information

Name: Taft Stettinius & Hollister LLP
Primary Contact: Karl Camillucci
Address: 111 East Wacker Drive, Suite 2600
City, State, ZIP: Chicago, Illinois 60601
Phone No. [Redacted]
Email: [Redacted]

Architect Information

Name: Gensler
Primary Contact: Angela Harper
Address: 11 E. Madison Street, Suite 300
City, State, Zip: Chicago, IL 60602
Phone No. [Redacted]
Email: [Redacted]

Property Owner Acknowledgment

I hereby certify that I am the owner of the property located at 565 Lincoln Avenue, Winnetka, Illinois, and have provided the attached proof of ownership.
(address)

I consent to the filing of an application for a Special Use Permit by JP Morgan Chase Bank, National Association
(Applicant name)

Property Owner Signature: [Redacted]

Date: 11/13/23

Printed Name: Jan Bury

Statement in Support of Special Use Application
Submitted by JPMorgan Chase Bank, National Association
565 Lincoln Avenue, Winnetka, Illinois

1. Background.

JPMorgan Chase Bank, National Association (the “**Applicant**”), has submitted a special use permit application to operate a financial counseling office on the ground floor of an existing building (the “**Building**”) located on the property commonly known as 565 Lincoln Avenue (the “**Property**”) in the Village of Winnetka, Illinois (the “**Village**”). The Property is located in the Village's C-2 General Retail Commercial District (the “**C-2 Retail District**”) and the Village's C-2 Commercial Overlay District (the “**C-2 Overlay District**”). Pursuant to Sections 17.44.020.B.2.b. and 17.46.010 of the Winnetka Zoning Ordinance (the “**Zoning Ordinance**”), a financial counseling office located on the ground floor in the C-2 Overlay District is a special use. This Statement in Support of Special Use Application (this “**Statement**”) describes how the proposed financial counseling office satisfies the applicable standards set forth in Section 17.44.020.B.2.b. of the Zoning Ordinance.

The Property is owned by 563 Lincoln Avenue LLC (the “**Property Owner**”). A true and accurate copy of a special warranty deed evidencing ownership of the Property is attached to this Statement as **Exhibit A**. The Property Owner has consented to the Special Use Application. The Property is depicted on the Plat of Survey attached to this Statement as **Exhibit B**.

The ground floor of the Building has been divided into multiple retail and office spaces. The Applicant intends to lease, as lessee, from the Property Owner, as lessor, approximately 1,513 square feet of divided space within the ground floor of the Building (the “**Premises**”). The Premises is currently vacant and unused. Previously, a real estate company used the Premises as office space.

The Applicant's private wealth services business will use the Premises as a financial counselling office while the Applicant redevelops its property located at 791 Elm Street in the Village (the “**Elm Street Development**”). The Premises will not be used as a bank and will not have an ATM. After the Elm Street Development is complete, the Applicant will stop using the Premises and will move its private wealth services business to the Elm Street Development. The Applicant estimates that the Elm Street Development will be complete, and use of the Premises as a financial counselling office will end, after approximately two years.

The Applicant will have the exclusive right to use two parking spaces on the Property located adjacent to, and to the east of, the Building. The Applicant will also have the non-exclusive right to use other parking spaces located on the Property that are not exclusively reserved for other tenants of the Building.

The Applicant proposes to make alterations to the interior of the Premises, as depicted on the current and proposed floor plans attached to this Statement as **Exhibit C** (the “**Floor Plans**”). The Applicant does not intend to alter the exterior of the Building except by affixing new signage on the existing awning outside of the Premises and the existing door providing access to the

Premises from Lincoln Avenue. The proposed signage is depicted on the elevations attached to this Statement as **Exhibit D** (the "**Elevations**").

The Applicant will use the Premises primarily as a space for its employees to host consultations with clients. Consultations will be held by appointment only, mostly during the hours of 8:00 a.m. – 5:00 p.m. on week days. The Applicant estimates that its employees will host approximately four to six consultations with clients each day. Approximately four to six total employees will use the Premises for client consultations, but on many days only some of those employees (*i.e.*, fewer than the total of four to six employees) will use the Premises. In general, each employee will use the Premises only on days during which that employee has scheduled appointments with clients. If no appointments are scheduled on a given day, generally the Applicant expects that none of its employees would use the Premises on that day.

As shown on the Floor Plans, the Applicant proposes to construct three conference rooms within the Premises to be used for client consultations. The Applicant expects, however, that on many days fewer than three client consultation meetings would occur at any one time. Typically, client consultation meetings consist of one or two clients and one or two employees of the Applicant. The Applicant also proposes to construct a small, two-desk "business center" within the Premises so that the Applicant's employees may perform office work and hold internal employee meetings before or in between appointments with clients. Infrequently, the Applicant may also host small gatherings of clients within the Premises consisting of approximately 10-15 people.

2. Standards.

For the reasons described below, the proposed financial counseling office within the Premises satisfies the applicable standards set forth in Section 17.44.020.B.2.b. of the Zoning Ordinance.

A. 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.

The proposed financial counseling office will not be detrimental to or endanger the public health, safety, comfort, morals, or general welfare of the community. Rather, the proposed financial counseling office will enhance the general welfare by improving and occupying the Premises, reducing vacancies along Lincoln Avenue and returning the Premises to productive use.

The Applicant's activities within the Premises will not cause noise, odors, light, vibration, or other impacts that would adversely affect public health, safety, and the general welfare. The Applicant's use of the Premises will be low intensity and limited in scope. Client meetings will be by appointment only and will not involve large numbers of people. On days when the Applicant's employees have not scheduled client meetings, in general those employees will not use the Premises.

The Applicant does not expect the proposed financial counseling office to create significant parking demand or materially increase traffic, especially compared to retail uses that are permitted as of right at the Property and may have a greater parking and traffic impact. Assuming four to six client consultations on an average day, each with approximately four participants (two employees and two clients), only 16-24 people would visit the Premises per day. On some days, fewer people would visit the Premises. Visitors to the Premises will arrive and depart throughout the day, with not more than three client consultations occurring at any one time. The Applicant expects that some clients will walk to the Premises, while others will drive. Of the clients who drive, many will be members of the same household and travel in the same car. Similarly, when the Applicant's employees are travelling to the Premises from the same location, some of them will car pool. Based on these assumptions, the Applicant estimates that the financial consulting office would generate a modest number of vehicular trips to and from the Premises, spread throughout the day. That number of trips will not materially impact parking demand and traffic.

This conclusion is consistent with Village policy. Section 17.46.110.B. of the Zoning Ordinance exempts from the Village's off-street parking requirements all non-residential uses located on the ground floor within the C-2 Retail District and occupying less than 2,500 square feet of space. This exemption reflects a policy determination by the Village that commercial uses smaller than 2,500 square feet do not create sufficient parking demand to justify a requirement to provide off-street parking. The Premises is only 1,513 square feet of space, far smaller than the 2,500 square foot exemption threshold. Under the Zoning Ordinance, therefore, the proposed financial counseling office is not required to provide off-street parking because a commercial use of that size is not likely to create substantial parking demand.

Nevertheless, the Applicant has exclusive access to two off-street parking spaces on the Property, along with nonexclusive access to additional off-street parking spaces that are not exclusively used by other tenants. Public off-street parking exists within a public parking lot located north of the Property on Lincoln Avenue. Public on-street parking also exists along Lincoln Avenue. The Applicant expects that existing parking supply will be sufficient to accommodate the modest parking demand created by the proposed financial counseling office.

B. 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.

The proposed financial counseling office will not be substantially injurious to the use and enjoyment of other properties in the immediate vicinity or substantially diminish or impair property values in the immediate vicinity. As described in Section 2.A. of this Statement, the proposed financial counseling office will not: (i) cause noise, odors, light, vibration, or other impacts that would adversely affect the use and enjoyment and property values of nearby properties; and (ii) materially increase vehicular traffic or parking demand in a manner that would be injurious to the use or reduce the property values of neighboring properties.

If anything, the proposed financial counseling office will enhance the use and enjoyment and market value of area properties. The Premises is currently vacant and unused, which may

negatively affect the desirability of nearby properties. By occupying and improving the Premises, the Applicant may help to improve the overall use and enjoyment and value of properties in the vicinity of the Property.

C. 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.

The proposed financial counseling office will not impede the normal and orderly development or improvement of other properties in the immediate vicinity. The surrounding area is already fully developed and is a healthy commercial district. The Applicant acknowledges that the Village prioritizes retail uses, rather than office and service uses, within the C-2 Overlay District, but the proposed financial counseling office will not impede the development and improvement of retail uses. First, use of the Premises for the proposed financial counseling office will be temporary and will end after the Elm Street Development is complete. Second, the Premises is only 1,513 square feet. Third, the Premises previously was used as office space for a real estate company. Temporary use of the Premises for such a small financial counseling office, which is similar to the previous office use, will not have a material adverse impact on the existing retail character of the C-2 Overlay District, retail activity within the C-2 Overlay District, or future retail development within the C-2 Overlay District.

D. 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.

Existing ingress and egress is sufficient to minimize pedestrian and vehicular traffic congestion in the public ways. As discussed in Section 2.A. of this Statement, the Applicant does not expect the proposed financial counseling office to create significant parking demand or materially increase traffic. The Applicant believes that existing off-street parking and means of ingress and egress along Lincoln Avenue have adequate capacity to accommodate pedestrian and vehicular traffic without causing unreasonable congestion in the right-of-way.

E. Adequate parking, utilities, access roads, drainage, and other facilities necessary to the operation of the special use exist or are to be provided.

Existing parking, utilities, access roads, drainage, and other facilities necessary for the operation of the proposed financial counseling office are adequate. As discussed in Section 2.B. of this Statement, the Applicant expects that existing on-site and off-street parking is sufficient to satisfy the modest parking demand that the proposed financial counseling office may create. As discussed in Section 2.D. of this Statement, the Lincoln Avenue right-of-way is sufficient to provide access to the Premises. The Premises is already served by all utilities and drainage that are necessary to operate the proposed financial counseling office. The operation of the proposed financial counseling office does not require any additional utilities or facilities.

F. The special use in all other respects conforms to the applicable regulations of the Zoning Ordinance and other village ordinances and codes.

The proposed financial counseling office will conform to all applicable regulations of the Zoning Ordinance and other Village ordinances and codes.

G. The proposed special use at the proposed location will encourage, facilitate and enhance the continuity, concentration, and pedestrian nature of the area in a manner similar to that of retail uses.

Compared to existing conditions, the proposed financial counseling office will encourage, facilitate, and enhance pedestrian activity in the area. The Premises is currently vacant and, therefore, does not contribute to the pedestrian nature of the area. Although the number of visitors to the financial counselling office will be modest, the Applicant will occupy and improve the Premises, creating greater pedestrian activity that will benefit retail uses in the C-2 Overlay District.

The Applicant acknowledges that the Village prioritizes pedestrian-oriented retail uses, rather than office and service uses, within the C-2 Overlay District, but the proposed financial counseling office will not alter the retail and pedestrian character of the area. As discussed in Section 2.C. of this Statement, temporary use of the Premises for such a small financial counseling office, which is similar to the previous office use, will not substantially affect existing retail and pedestrian activity in the C-2 Overlay District. After completion of the Elm Street Development, the Applicant will stop using the Premises as a financial counseling office, after which the Premises will become available again for potential retail uses.

H. The location of the proposed special use along a block frontage shall provide for a minimum interruption in the existing and potential continuity and concentration of the retail uses along the block's frontage.

The proposed financial counseling office will not interrupt the existing continuity and concentration of retail uses along Lincoln Avenue. The Premises is currently vacant and was previously occupied by a real estate office. The proposed financial counseling office, therefore, will not change the existing continuity and concentration of retail uses along the block's frontage.

Moreover, the proposed financial counseling office will not materially affect the potential continuity and concentration of retail uses along Lincoln Avenue. At 1,513 square feet, the Premises is extremely small, with a narrow frontage on Lincoln Avenue. Even if occupied by a retail use, such a narrow frontage would not significantly improve the continuity and concentration of retail uses on the block. Additionally, the proposed financial counseling office within the Premises is temporary. Use of the Premises as a financial counseling office will end after completion of the Elm Street Development, at which time the Premises will become available again for potential retail use. The temporary nature of the proposed financial counseling office further mitigates its impact on the potential continuity and concentration of retail uses on Lincoln Avenue.

I. The proposed special use at the proposed location will provide for active display windows, facades, signage and lighting similar in nature and compatible with that provided by retail uses.

The exterior of the Premises will be similar in nature and compatible with adjacent retail uses. The Premises is one of multiple divided spaces within the Building. All of the spaces within the Building have similar windows, facades, awnings, signage, and lighting. The Applicant will not alter the existing windows, facades, awning, and exterior lighting of the Premises, all of which will remain consistent and compatible with those of adjacent retail uses within the Building. The Applicant proposes to alter the signage on the existing awning and door of the Premises, but that signage will also remain compatible with the signage of adjacent retail uses within the Building. Please refer to the Elevations for a depiction of the proposed exterior elements of the Premises.

J. If the proposed special use provides multi-use areas, such as retail merchandise areas, restaurant dining areas, general office space, private offices, reception areas, or employee work areas, any proposed retail merchandise area or restaurant dining area shall be concentrated and located immediately adjacent to the sidewalk and clearly visible from the street in such a fashion as to invite customers to browse or dine.

This standard does not apply to the proposed financial counseling office. The financial counseling office will not have a retail merchandise area or a restaurant dining area. The requirement that such areas be located adjacent to the sidewalk and visible from the street, therefore, does not apply.

K. If a proposed new building contemplates a mix of retail, office and service type uses, the minimum frontage for each retail use adjacent to the sidewalk shall be 20 feet with a minimum gross floor area of 400 square feet. In addition, such retail space shall be devoted to active retail merchandising which maintains typical and customary hours of operation.

This standard does not apply to the proposed financial counseling office. The Applicant does not propose construction of a new building. Rather, the Premises is located within the existing Building.

L. The proposed location and operation of the proposed special use shall not significantly diminish the availability of parking for district clientele wishing to patronize existing retail businesses.

The proposed location and operation of the proposed financial counseling office will not materially diminish the availability of parking for people wishing to patronize existing retail businesses. As discussed in Section 2.A. of this Statement, the Applicant does not expect that the proposed financial counseling office will substantially increase demand for off-street parking and believes that adequate off-street parking exists. Additionally, the Applicant has exclusive access to two on-site parking spaces and non-exclusive access to other on-site parking spaces that are not exclusively used by other tenants of the Building. Additional parking is available along Lincoln Avenue and within a public parking lot on Lincoln Avenue. The Applicant anticipates, therefore,

that the proposed financial counseling office will not substantially diminish the supply of parking available to people who wish to patronize retail businesses within the C-2 Overlay District.

EXHIBIT B

PLAT OF SURVEY

PLAT OF SURVEY

H.R. SMITH
R.R. HANSEN
MEMBERS
ILLINOIS PROFESSIONAL
LAND SURVEYORS
ASSOCIATION

~~B.H. SUHR & COMPANY, INC.~~

ESTABLISHED IN 1911

840 CUSTER AVENUE, EVANSTON, ILLINOIS 60202

TELEPHONE (847) 864-6315

WWW.BHSUHR.COM / E-MAIL: SURVEYOR@BHSUHR.COM

TELEPHONE (773) 273-5315

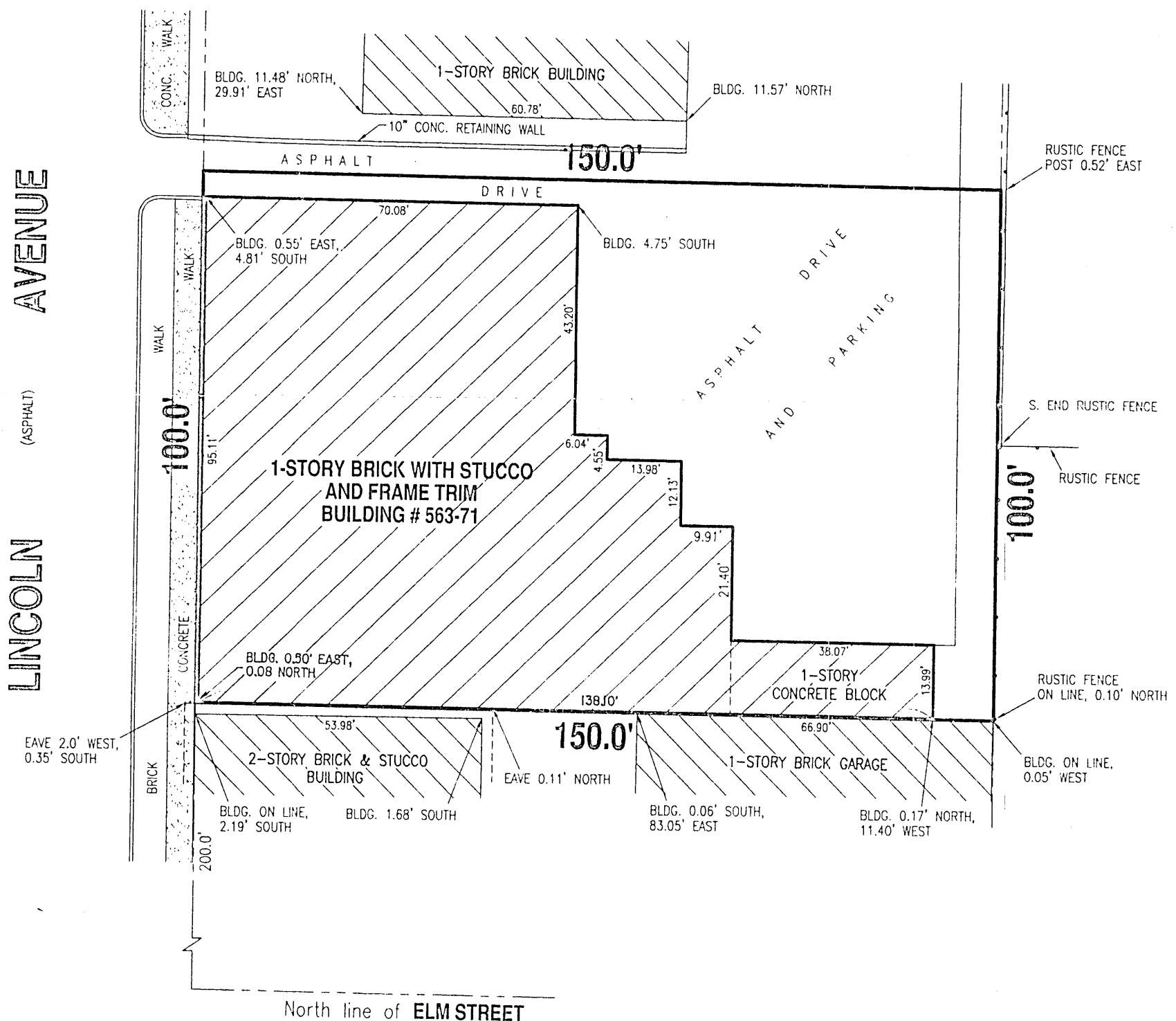
BOOK 01 PAGE 83
ORDERED BY DOWS, MOHL & CO.

ORDER NO. 01-83

EVANSTON, FEBRUARY 12, 20 01
FOR _____

LOT 3 IN MCGUIRE AND ORR'S ARBOR VITAE ROAD SUBDIVISION, BEING A SUBDIVISION OF BLOCK 4 AND PART OF BLOCK 5 IN WINNETKA, A SUBDIVISION OF THE NORTHEAST QUARTER OF SECTION 20 AND THE NORTH HALF OF FRACTIONAL SECTION 21, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF WINNETKA, COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: **563-71 LINCOLN AVENUE, WINNETKA, ILLINOIS.**



SCALE, 1" = 25 ft.
TOP OF PLAT IS NORTH

STATE OF ILLINOIS } ss. EVANSTON, FEBRUARY 12, 20 01
COUNTY OF COOK }

We hereby certify that the buildings on lot shown are within property lines and that the adjoining improvements do not encroach on said premises, unless noted hereon.

[Signature]
SURVEYOR

STATE OF ILLINOIS } ss. EVANSTON, FEBRUARY 12, 20 01
COUNTY OF COOK }

This is to certify that we have surveyed the above described property and the above plat correctly represents said survey.

B.H. SUHR & COMPANY, INC.
SURVEYORS

By [Signature]

© 2001 B. H. Suhr & Company, Inc.
All rights reserved

The description on this plat was provided to us by the client, and does not guarantee ownership, and should be compared to your Deed, Abstract or Certificate of Title. All building restrictions, building lines and easements may or may not be shown, check your Deed, Abstract, Title Report, and local ordinances, no responsibility is assumed by Surveyor. This survey has been made for the use in connection with a mortgage loan transaction or real estate transfer and is not to be used for any improvements unless corners are monumented and shown on plat, also compare all points before building by same and report any discrepancy at once. Dimensions are shown in feet and decimal parts thereof, no dimension is to be assumed by scaling.

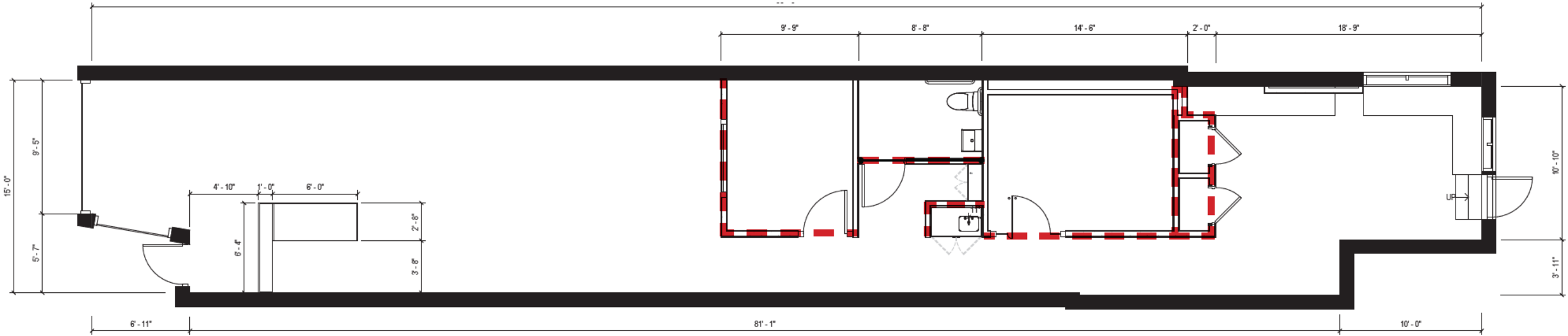
RR111

EXHIBIT C

FLOOR PLANS

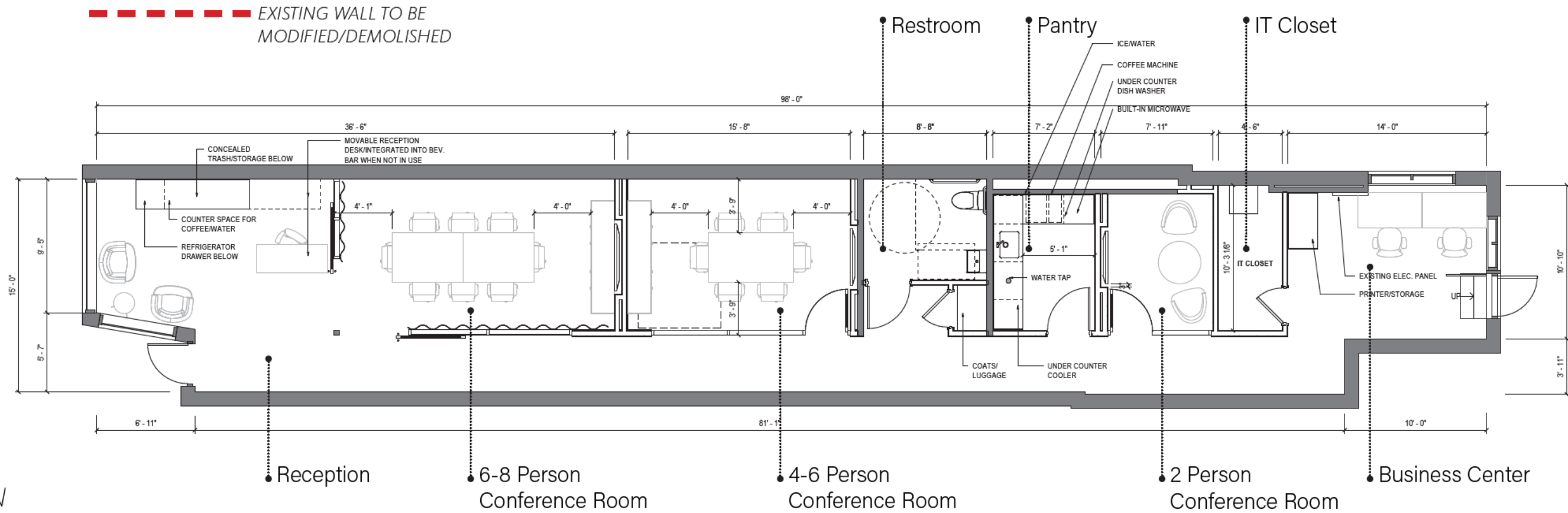
FLOOR PLANS

565 Lincoln Avenue



EXISTING PLAN

TOTAL AREA: 1,412 sf
SCALE 1/8" = 1' - 0"

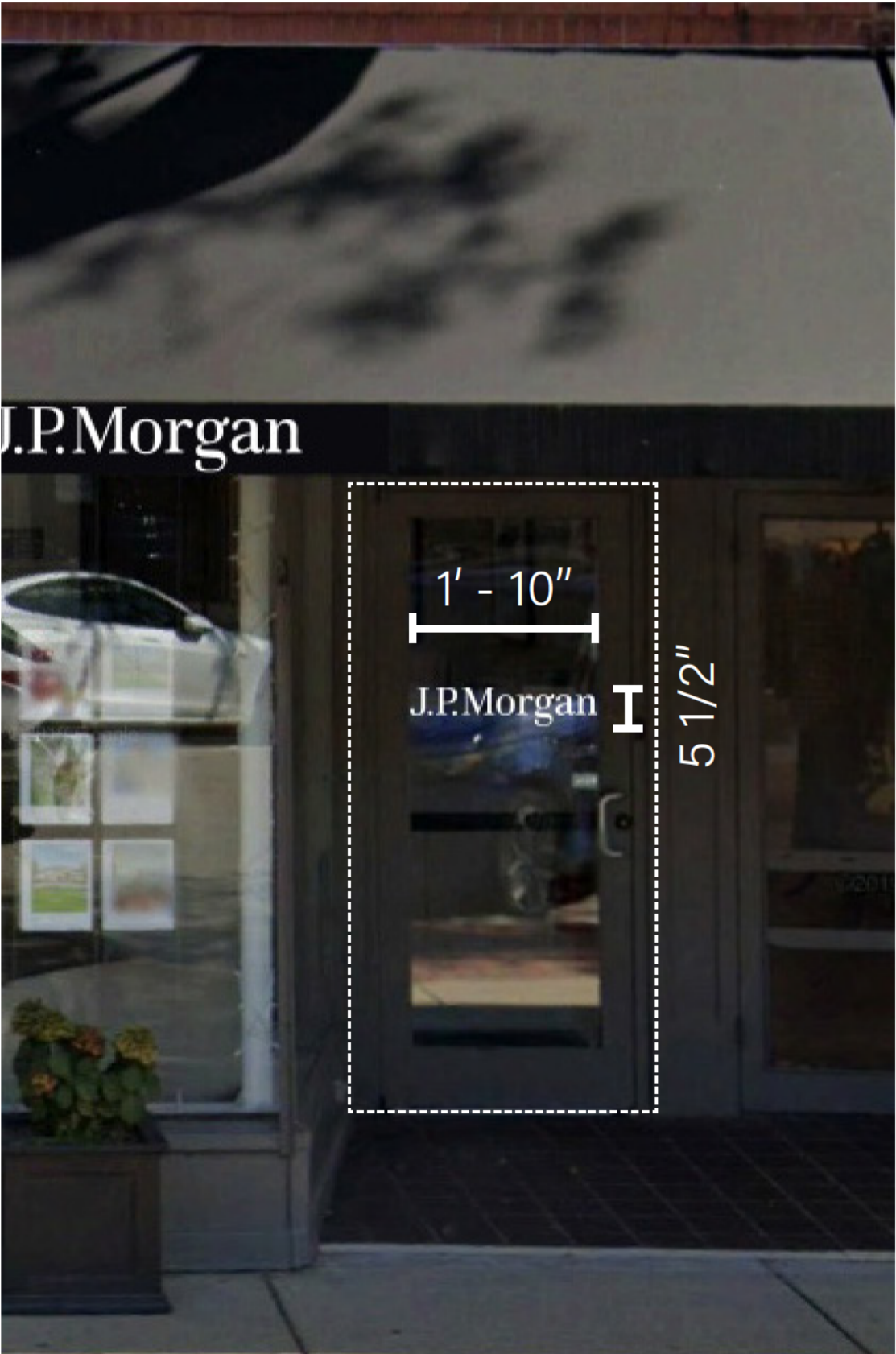


PROPOSED PLAN

TOTAL AREA: 1,412 sf
SCALE 1/8" = 1' - 0"

EXHIBIT D ELEVATIONS

STREET VIEW



ATTACHMENT B

From: [REDACTED]
To: [Planning](#)
Subject: Case No 23-22-SU
Date: Wednesday, January 17, 2024 10:52:59 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.

I write in support of the Special Use Permit as it will provide residents an important service.
I hope the location allows for sufficient coffee and snacks on Saturday :)

Peter Tyor

[REDACTED]
Winnetka, IL 60093

**WINNETKA PLAN COMMISSION MEETING MINUTES EXCERPT
JANUARY 24, 2024**

Members Present:

Layla Danley, Chairperson
Matthew Bradley
Mamie Case
Chris Enck
Chris Foley
Liz Kunkle
Cyrus Subawalla

Members Absent:

Jonathan Alt

Non-Voting Members Absent:

Tina Dalman

Village Staff:

David Schoon, Director of Community Development
Christopher Marx, Associate Planner
Courtney Willits, Village Attorney from Elrod Friedman

Case No. 23-22-SU 565 Lincoln Avenue – Chase Bank: An application submitted by JP Morgan Chase Bank (the “Applicant”), as the lessee of the property located at 565 Lincoln Avenue (the “Subject Property”), to allow a financial counseling office to be located on the Subject Property. The property is currently owned by 563 Lincoln Ave LLC at 825 Green Bay Road, Suite 100, Wilmette, IL 60091.

Mr. Marx stated the special use permit application was submitted by Chase Bank for 565 Lincoln Avenue to allow a financial counseling office to temporarily locate in the retail overlay district. He identified the property’s location, zoning classification and the former occupant and stated the space has been vacant since 2022. Mr. Marx identified and described the surrounding businesses in an illustration and stated the Applicant is going through the redevelopment process with their current building site at 791 Elm Street and then described the request to temporarily locate its private wealth service business in the space which would measure approximately 1,500 square feet and which would not have typical banking services. He stated there would be approximately 6 employees at the site with sporadic gatherings and meetings, and the Applicant planned to operate in the space for approximately two years. Mr. Marx then identified the floor plan and stated with regard to parking, there would be two parking spaces located behind the building for clients with other off-street parking spaces that belong to the building which may be available.

Mr. Marx stated written comment was included as Attachment B and the Applicant’s supplemental information provided reasoning as to why they want to occupy the space as well as a letter from the property owner in support of the request. He then stated page nos. 12-14 identified the items the Commission is to consider, and the Applicant is available to answer questions. No questions were raised at this time.

Chairperson Danley asked for the Applicant’s presentation and swore in those speaking to this matter. Karl Camillucci of Taft Stettinius & Hollister introduced himself to the Commission and stated he is representing the Applicant. He referred to the Applicant’s response to the standards which he summarized for the Commission. Mr. Camillucci then stated they have provided additional materials and noted if the special use application is not approved, they would not pursue the use and occupancy of the

1 Lincoln and Elm location. He also stated the property owner affirmed it has marketed the property for
2 retail and service uses with no interest. Mr. Camillucci stated while they understood the preference for a
3 retail use in this location, since the proposed use is temporary, small, and vacant, it is not currently
4 contributing to the retail district and there would be no effect on the surrounding retail uses and would
5 be an improvement over the current vacant condition and enhance pedestrian traffic.

6
7 Mr. Camillucci summarized the special use standards the Applicant addressed in their application. He
8 stated he hoped the Commission would recommend approval of the special use request and asked if there
9 were any questions and introduced the members of the team.

10
11 Chairperson Danley also asked if there were any questions. Mr. Bradley referred to the way the property
12 would be designed for their use over the two-year period and referred to it being designed for future
13 applicants which would make it easier for office uses to want to occupy the space. He then asked if the
14 Applicant would ensure it be returned to a blank space to ensure the next occupant would be more
15 inclined to use the space for retail. Mr. Camillucci described the improvements as minor which would not
16 be difficult to remove. He added the Village retained the power to evaluate any future proposed use to
17 determine if it is appropriate for the subject location. Mr. Camillucci suggested discussions be held with
18 the property owner to return the space to its original use such as wall removal. Mr. Bradley suggested it
19 be a condition of the special use approval. Chairperson Danley agreed with Mr. Bradley's comments
20 regarding attaching conditions to the approval recommendation.

21
22 Ms. Case asked the Applicant why they selected the proposed space in the middle of the vibrant retail
23 district and referred to the amount of people who would visit the space and the limited amount of parking
24 available. Mr. Camillucci explained the reasoning for the space selection is due to its proximity to the Elm
25 Street location and Metra as well as the fact they do not need a large space.

26
27 Chairperson Danley swore in Chris Perdzock. Chris Perdzock, JPMorgan Chase, agreed with Mr.
28 Camillucci's comments relating to the site selection. Mr. Camillucci informed the Commission of the
29 number of employees in the location and client meetings, which would be held by appointment only.
30 Traffic and the parking impact would be less severe than is anticipated. Mr. Foley asked if there would be
31 an administrative person on staff.

32
33 Chairperson Danley swore in Jaime Freeman. Jaime Freeman of the JPMorgan Chase North Shore Private
34 Group responded stated there would be an office manager and greeter onsite daily and described their
35 meeting schedules. She stated that their current office team of approximately 25 people would office in
36 Evanston in the interim. She noted all of their employees have Winnetka "A" parking passes and the on-
37 site parking spaces being made available for clients. Ms. Freeman also stated team meetings would be
38 held offsite in various locations in the community. Chairperson Danley asked when they plan to take
39 possession of the property. Mr. Perdzock responded they planned to begin construction in April and to
40 take occupancy in late July.

41
42 Mr. Enck asked if the space would have a retail component. Mr. Perdzock responded the retail branch
43 would temporarily be relocated to the Spruce Street location with a small satellite branch. Ms. Kunkle
44 stated she did not have major concerns with the request since it is temporary and contingent with drawing
45 traffic to the area with the East Elm business district being appreciative of it. She also stated she is
46 concerned with the parking explanation. Ms. Kunkle agreed with the suggestion of the space reverting
47 back to its current condition and stated she would be in favor of the request. No additional comments
48 were made at this time.

1 Chairperson Danley asked if there was any public comment. No comments were made at this time.
2 Chairperson Danley then called the matter in for discussion.

3
4 Mr. Bradley stated he would be in favor of supporting the request and referred to whether consideration
5 of nearby locations was done of available C-2 commercial sites. He agreed the request represented an
6 opportunity to fill a long vacant space. Mr. Bradley then stated while the request did not align with
7 standard nos. 7, 8 and 9, the request would bring to the Village the desired continuity and added that
8 parking would not be an issue. Ms. Case agreed with some of Mr. Bradley's comments and reiterated her
9 concern with the Applicant's choice for this location as opposed to locations at the end of the retail overlay
10 district. She then stated even though the space occupancy is temporary, she suggested a condition be
11 included to require the space be returned to its original condition with a sunset clause to limit the
12 temporary occupancy and for the Applicant to come back before the Commission for an extension. She
13 then stated she would be in favor of the request. Mr. Foley stated he understood the connection between
14 this request and the construction on Elm and Green Bay Road and commended the Applicant for
15 remaining in the Village which would help in terms of Village continuity. He also stated the application
16 would provide a use in the empty storefront and the request is consistent with the special use standards
17 and proposed conditions. Mr. Subawalla referred to the timeline and commented that the remainder of
18 the request is straightforward. Mr. Enck stated the way in which the space would be configured may result
19 in a future retail user having the front for commercial/retail and the back half for storage and if the
20 kitchenette is left in place, it may appeal to a future renter and make it more appealing.

21
22 Chairperson Danley stated she is also in favor of recommending approval of the request with conditions.
23 She then referred to a possible future argument in terms of a future potential office tenant referring to
24 the Applicant's approval. Chairperson Danley suggested they mitigate that argument in terms of
25 conditions. Ms. Kunkle suggested two conditions, the first of which is that it does not open the door for
26 automatic special uses and second, to return the space to its current "vanilla box" condition.

27 Mr. Schoon stated what he has heard from the Commission is that upon vacating the space, the
28 Commission is suggesting the Applicant return the space to a vanilla box and to place a term limit on the
29 special use approval. He suggested the Commission make the condition that the special use would end
30 requiring the Applicant to vacate after a certain period of time after a certificate of occupancy is granted
31 for the new Elm Street and Green Bay Road building. Mr. Schoon suggested the Commission work with
32 the Applicant in terms of the time-period after the certificate of occupancy is obtained that the applicant
33 must vacate the building. The Applicant informed the Commission they planned to use the existing
34 plumbing and to return it to a vanilla box would not be beneficial. Mr. Bradley suggested the space be
35 returned to its current condition. The Commission Members clarified their position for the Applicant. Mr.
36 Camillucci suggested a period of three-four months after the certificate of occupancy is issued for the Elm
37 Street location would be helpful to ensure a smooth transition into the space. The Commission Members
38 agreed with a six-month time period.

39
40 Chairperson Danley asked for a motion to recommend approval of the request as stated on page nos. 13
41 and 14 with the following conditions: (i) upon vacating the space, the Applicant will remove the dividing
42 walls west of the restroom and (ii) the term for the special use will expire six months after the certificate
43 of occupancy is issued for the new Chase Bank building at 791 Elm Street. A motion to recommend
44 approval as stated on page nos. 13 and 14 with the conditions stated by the Chairperson was made by Mr.
45 Bradley. Mr. Foley seconded the motion. A vote was taken, and the motion unanimously passed, 8 to 0:

46 AYES: Bradley, Case, Danley, Enck, Foley, Kunkle, Danley, Subawalla

47 NAYS: None

48 ***

ATTACHMENT 3

**Supplement to Statement in Support of Special Use Application
Submitted by JPMorgan Chase Bank, National Association
565 Lincoln Avenue, Winnetka, Illinois**

Village staff requested additional information about the duration of the Applicant's¹ proposed use of the Premises as a financial counselling office. As stated in the Applicant's Statement in Support of Special Use Application, the Applicant intends to use the Premises as a financial counselling office on a temporary basis while the Applicant constructs the Elm Street Development. The sole purpose of the Applicant's proposed use of the Premises is to provide a temporary location for its private wealth services business while the Elm Street Development is under construction. After the Applicant completes the Elm Street Development, the Applicant will cease using the Premises and will relocate its private wealth services business into the completed Elm Street Development. The Applicant anticipates that the Elm Street Development will be completed in approximately two years.

Based on the Applicant's interactions with the Village to date, the Applicant is optimistic that the Elm Street Development will be approved by the Village Council. The Applicant acknowledges, however, the possibility that the Village Council may not approve the Elm Street Development. In the event that the Village Council does not approve the Elm Street Development, the Applicant would not use or occupy the Premises. That said, the Applicant is focused on successfully completing the Elm Street Development and continuing its long, positive relationship with the Village and its residents.

¹ All initial-capitalized terms used in this Supplement to Statement in Support of Special Use Application are defined in the Statement in Support of Special Use Application previously filed with the Village.

HOFFMANN

COMMERCIAL REAL ESTATE

17 January 2024

Dear Members of the Village Council,

Hoffmann Commercial Real Estate would like to provide our full support for the approval of a Special Use Permit for Chase Bank to use the space at 565 Lincoln Avenue as a temporary office while their development at 791 Elm Street is under construction. We believe the development to be an upgrade from the current building and one that will enhance the West Elm Business District where we also own several properties. They are making a large commitment to the Village with this development not just in financial terms but also in the desire to maintain a presence throughout its construction and we are happy to have a space available for them to lease that fits their needs because of its central location and proximity to its larger development.

Many of the businesses in East Elm will benefit from JP Morgan Chase's presence on Lincoln Avenue. Stacked and Folded, Hometown Coffee, Little Honeycomb and Lincoln Avenue Bakery as well as some of the service oriented businesses such as Delos Strength, Beauty Lash and Spa Nail City will see sales from the company's employees working in close proximity to them.

565 Lincoln Avenue has been on the market with the Landlord's broker, Imperial Realty, since 2022 with no significant interest from both retail and non-retail businesses other than JP Morgan Chase.

Cordially,

Greg Hoffmann


Management

568 Lincoln Avenue, Winnetka, IL 60093

P: 847.512.3180 · F: 847.512.3199

ATTACHMENT 4



MELTZER, PURTILL & STELLE LLC

ATTORNEYS AT LAW

1515 EAST WOODFIELD ROAD
SECOND FLOOR
SCHAUMBURG, ILLINOIS 60173-5431
TELEPHONE (847) 330-2400
FAX (847) 330-1231

125 SOUTH WACKER DRIVE
SUITE 2900
CHICAGO, ILLINOIS 60606
TELEPHONE (312) 987-9900
FAX (312) 987-9854

Direct Dial: 847-330-6068 (Schaumburg)
E-mail: hfrancke@mpsllaw.com

May 28, 2024

David Schoon,
Director of Community Development
Village of Winnetka
510 Green Bay Road
Winnetka, IL 60093

Peter Friedman
Benjamin Schuster
ElrodFriedman LLP
325 N. LaSalle Street, Suite 450
Chicago, IL 60654

RE: Case No. 23-22-SU / Chase Bank / 565 Lincoln Avenue

Gentlemen,

Our client JPMorgan Chase Bank & Co. respectfully requests that the Village Council, at its June 4 meeting, waive introduction of the ordinance that would approve a special use permit for a temporary financial counseling office at the captioned location and adopt such ordinance that evening. At its January 24, 2024 meeting, the Plan Commission unanimously recommended that the application for this special use permit be approved subject to two conditions, both of which are acceptable to our client.

We are making this request because time is of the essence with respect to the commencement of this renovation project given that our client anticipates vacating and demolishing its main bank building at 791 Elm Street around the end of August.

We appreciate the Village Council's consideration of this request and look forward to seeing everyone on the 4th.

Very truly yours,

A black rectangular redaction box covering the handwritten signature of Harold W. Francke.

A black rectangular redaction box covering the printed name of Harold W. Francke.

Harold W. Francke

cc: Ann Klaassen, Village of Winnetka
Christopher Perdsock, VP, JPMorgan Chase & Co.
Mike Spence, VP, Riverside Investment and Development
Karl D. Camillucci, Taft



Agenda Item Executive Summary

TITLE: Ordinance No. M-08-2024: Granting Preliminary Approval of a Planned Development, Zoning Exceptions, a Special Use for Ground Floor Parking, Special Use Findings for Financial Services Uses, and a Preliminary Plat of Consolidation (791 Elm Street) (Chase Bank) (Introduction)

PRESENTER: David Schoon

AGENDA DATE: June 4, 2024

CONSENT: No

ITEM TYPE: Ordinances and Resolutions

ITEM HISTORY:

06-20-2023: Village Council review of concept plan for the Chase Bank Planned Development.

EXECUTIVE SUMMARY:

On June 4, 2024, the Village Council is scheduled to consider the following two approval documents:

- Ordinance No. M-08-2024, Granting Preliminary Approval of a Planned Development, Zoning Exceptions, a Special Use for Ground Floor Parking, Special Use Findings for Financial Services Uses, and a Preliminary Plat of Subdivision (791 Elm Street) (**Attachment 3**) (**Introduction**); and
- Resolution No. R-54-2024, Approving a Development Agreement Between the Village of Winnetka and JPMorgan Chase Bank, National Association (Chase Bank – 791 Elm Street) (**Attachment 4**) (**Discussion**).

The ordinance and resolution are in response to **an application** filed by Riverside Investment and Development Company (the “Applicant”), as the designee of the property owner, JPMorgan Chase Bank, National Association (the “Owner”), who owns 791 Elm Street (the “Subject Property”). The proposed planned development consists of a new **three-story commercial use planned development** on the Subject Property, which consists of the following elements:

1. 8,500 square feet of retail bank and lobby on the ground floor level;
2. 18,000 square feet of corporate offices on the second and third floor levels; and
3. a total of 31 parking spaces consisting of 7 spaces at street level and 24 spaces on the lower (underground) level.

The Applicant has filed an application seeking approval of the following subdivision and zoning relief:

1. A plat of consolidation to create one lot of record;

2. Preliminary planned development plan approval with the following zoning exceptions and special use approvals:

1. An exception from the maximum permitted building height;
2. An exception from the maximum front yard setback requirement;
3. An exception from the maximum corner yard setback requirement;
4. An exception from the minimum interior side yard setback requirement;
5. An exception from the minimum rear yard setback requirement;
6. An exception from the rear yard landscaped area requirement;
7. A special use to allow parking at street level; and
8. A special use to allow a bank use within the C-2 Commercial Overlay District.

Attached is a staff memorandum (See **Attachment 1**) summarizing:

- the planned development process,
- the Village Council's concept plan review of the project,
- the proposed plan as reviewed by the Design Review Board and the Planned Development Commission; and
- the DRB and PDC recommendations of the project.

Both the Design Review Board and Planned Development Commission have each unanimously recommended approval of the application.

Also attached is a memorandum from the Village Attorney summarizing the contents and structure of the approval documents (**Attachment 2**).

RECOMMENDATION:

Consider introduction of Ordinance No. M-08-2024, An Ordinance Granting Preliminary Approval of a Planned Development, Zoning Exceptions, a Special Use for Ground Floor Parking, Special Use Findings for Financial Services Uses, and a Preliminary Plat of Subdivision (791 Elm Street).

Resolution No. R-54-2024, A Resolution Approving a Development Agreement Between the Village of Winnetka and JPMorgan Chase Bank, National Association (Chase Bank – 791 Elm Street) is provided for the Council's review. The resolution should be considered for adoption at a future Council meeting when the Council is ready to consider adoption of Ordinance M-08-2024.

ATTACHMENTS:

1. Staff Report Regarding Chase Bank Preliminary Planned Development
2. Village Attorney Memo Summarizing Approval Documents
3. Ordinance No. M-08-2024: Granting Preliminary Approval of a Planned Development, Zoning Exceptions, Special Uses, and a Preliminary Plat
4. Resolution No. R-54-2024: Approving a Development Agreement (791 Elm Street) (Chase)
5. Plan Sheets for the Chase Bank Project, dated January 12, 2024
6. DRB Meeting Minutes and PDC Meeting Minutes



MEMORANDUM VILLAGE OF WINNETKA

COMMUNITY DEVELOPMENT DEPARTMENT

TO: VILLAGE COUNCIL
FROM: DAVID SCHOON, DIRECTOR
ANN KLAASSEN, ASSISTANT DIRECTOR
DATE: MAY 31, 2024
SUBJECT: 791 ELM STREET – JPMORGAN CHASE BANK
PLANNED DEVELOPMENT – PRELIMINARY PLAN REVIEW
(CASE NO. 2023-05-PD)

INTRODUCTION

On June 4, 2024, the Village Council is scheduled to consider the following two approval documents:

- Ordinance M-08-2024, An Ordinance Granting Preliminary Approval of a Planned Development, Zoning Exceptions, a Special Use for Ground Floor Parking, Special Use Findings for Financial Services Uses, and a Preliminary Plat of Subdivision (791 Elm Street) (**Attachment 3**) (**Introduction**); and
- Resolution R-54-2024, A Resolution Approving a Development Agreement Between the Village of Winnetka and JPMorgan Chase Bank, National Association (Chase Bank – 791 Elm Street) (**Attachment 4**) (**Discussion**).

The ordinance and resolution are in response to **an application** filed by Riverside Investment and Development Company (the “Applicant”), as the designee of the property owner, JPMorgan Chase Bank, National Association (the “Owner”), who owns 791 Elm Street (the “Subject Property”). The proposed planned development consists of a new **three-story commercial use planned development** on the Subject Property, which consists of the following elements:

- a) 8,500 square feet of retail bank and lobby on the ground floor level;
- b) 18,000 square feet of corporate offices on the second and third floor levels; and
- c) a total of 31 parking spaces consisting of 7 spaces at street level and 24 spaces on the lower (underground) level.

The Applicant has filed an application seeking approval of the following subdivision and zoning relief:

- A. A plat of consolidation to create one lot of record;
- B. Preliminary planned development plan approval with the following zoning exceptions and special use approvals:
 - a. An exception from the maximum permitted building height;
 - b. An exception from the maximum front yard setback requirement;
 - c. An exception from the maximum corner yard setback requirement;
 - d. An exception from the minimum interior side yard setback requirement;
 - e. An exception from the minimum rear yard setback requirement;
 - f. An exception from the rear yard landscaped area requirement;
 - g. A special use to allow parking at street level; and
 - h. A special use to allow a bank use within the C-2 Commercial Overlay District.

Details of the requested exceptions and special uses are provided later in the report.



Figure 1 – Perspective from Green Bay Road

Attachment 2 includes a memorandum from the Village Attorney summarizing the contents and structure of the approval documents.

Both the Design Review Board and Planned Development Commission have each unanimously recommended approval of the application. Prior to providing a summary of the Board and Commission review of the project, the staff report provides:

- A summary of the planned development process,
- A summary of the Village Council’s concept plan review of the project, and
- A summary of the proposed plan as reviewed by the Design Review Board and the Planned Development Commission.

PLANNED DEVELOPMENT PURPOSE AND PROCESS

The Planned Development chapter of the Zoning Ordinance states that the purpose and intent of the planned development process is:

to make available a special use procedure that departs from the strict application of the specific zoning requirements of the district in which the development is located, in an effort to promote progressive development and redevelopment of land in the multi-family and commercial zoning districts by encouraging more creative and imaginative design for land developments than is possible under the zoning regulations that generally apply in those zoning districts.

Process. The process consists of the following major steps:



Figure 2 – Planned Development Review Process

Concept Plan Review. The concept plan review step is conducted by the Village Council. The purpose of the concept plan application is to broadly acquaint the Council with the Applicant’s proposal. This step also provides the Applicant with any preliminary concerns members of the Council may have early in the process when adjustments are still possible and prior to the Applicant expending the funds necessary to prepare the complete documentation required for a preliminary plan application.

Preliminary Plan Review. The preliminary plan review includes the following steps:



Figure 3– Preliminary Plan Review

The Design Review Board’s role is to provide a recommendation to the Village Council regarding the design of buildings, structures, signage, and landscaping that are part of a proposed planned development in the context of the requested zoning relief. The Planned Development Commission’s role is to make recommendations regarding the requested zoning and subdivision relief aspect of the planned development.

Final Plan Review. The final plan review step of the planned development process is to ensure the plan to be constructed is consistent with the approved preliminary planned development plan. Final plan review consists of the following steps:



Figure 4 – Final Plan Review

During the final plan review process, the Council *may* choose to return the final application to the Planned Development Commission and/or the Design Review Board for further consideration and recommendations to the Village Council.

VILLAGE COUNCIL CONCEPT PLAN REVIEW

On June 20, 2023, the Village Council conducted the concept plan review of the proposed three-story commercial building. The current preliminary proposal is generally consistent with the site layout and building floor plans as presented at the June 20, 2023, concept plan review; however, the design of the building façade has changed in response to comments from Council members. Copies of a couple images from the June 2023 concept plan review are below.

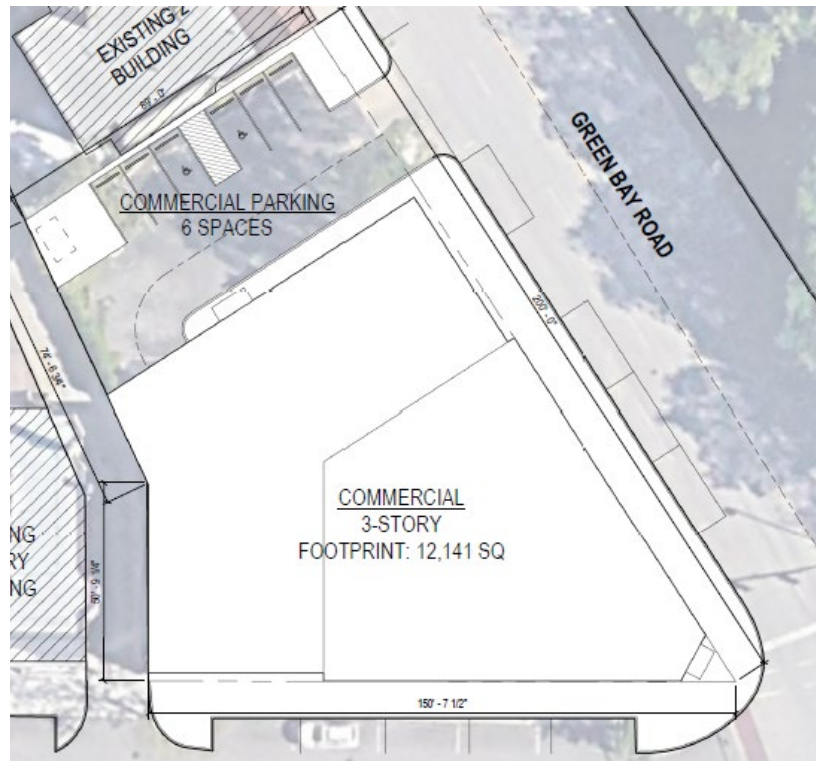


Figure 5 - Concept Plan - Site Plan Presented to Council June 20, 2023

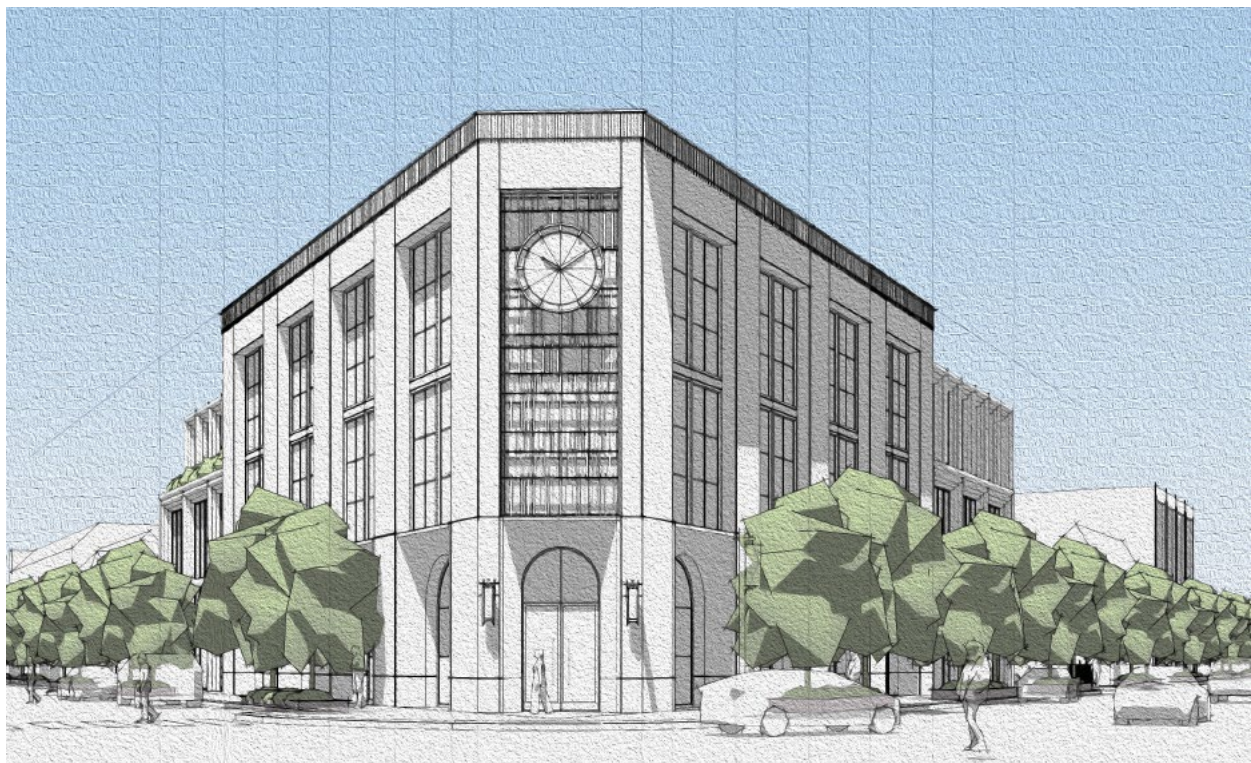


Figure 6 - Concept Plan – Perspective Drawing Presented to Council June 20, 2023

During the concept plan review, Council members expressed that they were generally open to the proposed development and the design of the building; however, ***individual Council members*** stated that the following issues should be carefully considered during the preliminary planned development process:

- a) In general, Council members liked the direction the architectural design was taking, while a few thought a little more work could be done, such as:
 - a. A couple of trustees indicated that they liked the contemporary art deco design; others expressed reservations and questioned if the design and proposed materials could be more contextual to Winnetka.
 - b. Most of the trustees were concerned with the proposed height; however, they did not express concern regarding the setback exceptions. The Applicant was encouraged to reconsider the height of the parapet and consider additional articulation to minimize the appearance of building height.
 - c. A few trustees noted that they like the clock at the corner, while another trustee thought it felt decorative and non-functional.
- b) Regarding the commercial office space:
 - a. Most of the trustees commented on parking. Two asked how many employees would be working on site and where they would park. While another trustee commented that the location of the transformer limited parking and that the Village needs to really start thinking about parking and what it expects from an applicant. Ultimately, the Applicant was encouraged to be mindful of parking.

A complete copy of the materials for the June 20, 2023, Village Council meeting, as well as a copy of the minutes, can be found at the following link - <https://winnetkail.portal.civicclerk.com/event/659/overview>.

DESCRIPTION OF PROPERTY

The Subject Property, which is approximately 0.39 acres in size, is generally located on the northwest corner of Elm Street and Green Bay Road (Figure 7) and contains an existing two-story commercial building that is currently occupied by the Owner with retail banking on the first floor and corporate offices on the second floor. On the north side of the building is a surface parking lot that accommodates approximately 20 vehicles for bank patrons.



Figure 7 – Aerial Map

The Subject Property is zoned C-2 General Retail Commercial (“C2 District”), and a portion is located in the C-2 Commercial Overlay District (“C-2 Overlay District”) as shown on the following page in Figure 8.

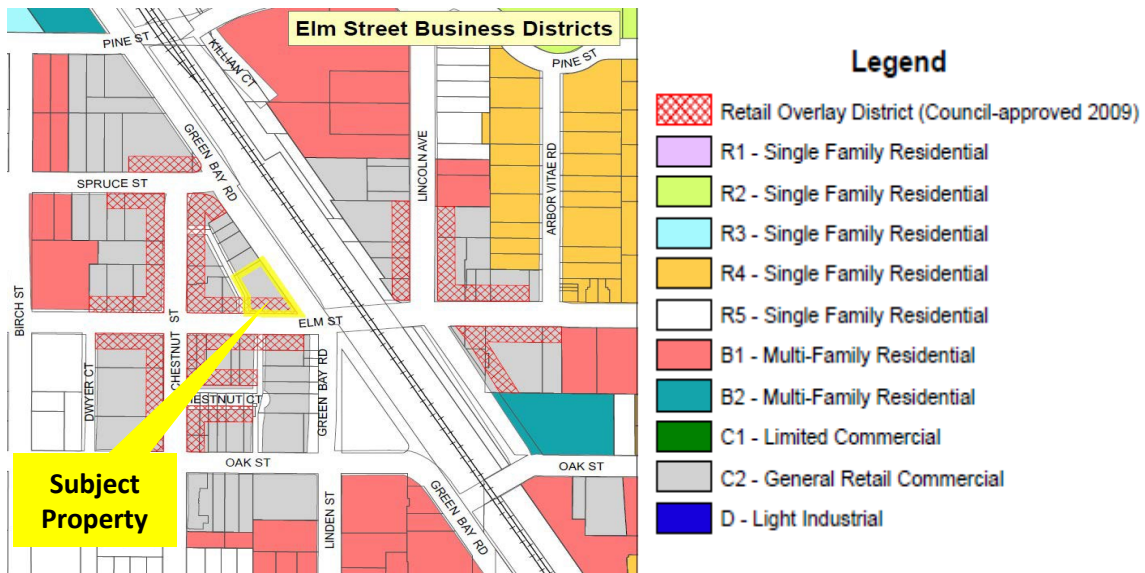


Figure 8 – Zoning Map

The Village's Comprehensive Plan designates the Subject Property as appropriate for commercial and mixed-use land uses as shown in Figure 9.



Figure 9 – Comprehensive Plan Land Use Map – Winnetka Futures 2040 Plan

In addition to the Comprehensive Plan Future Land Use Map, the Winnetka Futures 2040 Plan contains vision statements and goals that are relevant to the proposed application, including the following:

Vibrant Business Districts Vision Statement: A community with a strong commitment to supporting and enhancing its unique, walkable, mixed-use business districts, which serve both as the community's commercial and social centers.

Goal 2.3: The Village will continue to encourage the highest-quality design, materials, and maintenance for building exteriors, landscaping, and signage in the commercial districts and along the Green Bay Road corridor.

Goal 2.4: The Village will provide a business environment focused on retaining successful existing businesses, attracting businesses to the community that meet a market need, and assisting start-up business through local permitting and licensing processes.

Mobility and Connectivity Vision Statement: A progressive community with forethought in developing safe and efficient local and regional mobility connections for all through public transportation, regional trails and pedestrian and bike friendly neighborhood street networks.

Goal 8.4: The Village will continue to support quality transit service and encourage increased ridership.

Goal 8.5: The Village will manage its parking assets to support the success of its business districts while balancing parking location and supply with the needs of the distinctive walkable and transit-oriented character that is uniquely Winnetka.

CURRENT PROPOSED PLAN

As previously stated, the Applicant has submitted a preliminary planned development plan for a three-story commercial-use building which consists of the following:

- 8,500 square feet of retail banking and lobby area on the ground floor level;
- 18,000 square feet of corporate office space on the second and third floor levels; and
- 31 parking spaces; 7 spaces at street-level and 24 spaces on the lower-level (underground).

Attachment 5 contains a set of the plan sheet documents for the development.

Site Design & Building Layout

The retail banking space would occupy the majority of the ground floor level and would be located along both Elm Street and Green Bay Road. The primary pedestrian entrance to the bank would be from a lobby accessed from Elm Street, with a secondary entrance lobby accessed from the surface parking lot on the north side of the building. The surface parking lot would be located along the north property line, in the same general location as the existing parking lot. The lower-level parking would be accessed from Green Bay Road along the north side of the building with a two-way drive aisle. Vehicular access to and from Green Bay Road would be from a single curb-cut. Currently the site has two curb-cuts; one for entering the parking lot, the other for exiting.

The lower level, which consists of 24 parking spaces, would extend to fill nearly the entire site below grade. The second and third floor levels would consist of corporate offices occupied by the Owner. Given the request involves retail banking it is important to note that a drive-through is not included in the proposed plan.

There is an existing utility pole located at the northwest corner of the Subject Property that is to remain as it provides electric and telecommunication services to neighboring properties. A pad-mounted transformer is proposed in this same corner of the site, as well as trash and recycling containers that would be screened with a 6-foot-high decorative fence. The Applicant has agreed to provide the necessary utility easement for the proposed pad-mounted transformer and the existing utility pole. In addition to providing the necessary facilities to service the Subject Property, the easement rights granted by the easement agreement would

allow the Village to use the permanent easement and the facilities to serve other properties in the Village. The Applicant understands that it is a long-term goal of the Village to underground overhead utilities and is proposing that the transformer, which would be located on the Subject Property, be utilized in the future for other properties within the immediate vicinity that are currently serviced from the pole-mounted transformer. The Applicant has also agreed to pay the entire cost of the transformer, including the additional capacity necessary to serve other nearby properties.

Given the limited land area in the commercial districts, the Village is interested in securing easements over transformer location sites to allow other potential nearby redevelopment sites to tie into it or an upgraded transformer on that site in the future. The Village sees the provision of such easements as a public benefit so that limited land in the commercial districts does not need to be used for multiple transformer locations.

Although stormwater detention is not required for the Subject Property because the site is nearly 100% impermeable, located within a Commercial District, and less than 5 acres, a stormwater retention tank is proposed underneath the lower-level parking on the west side of the property.

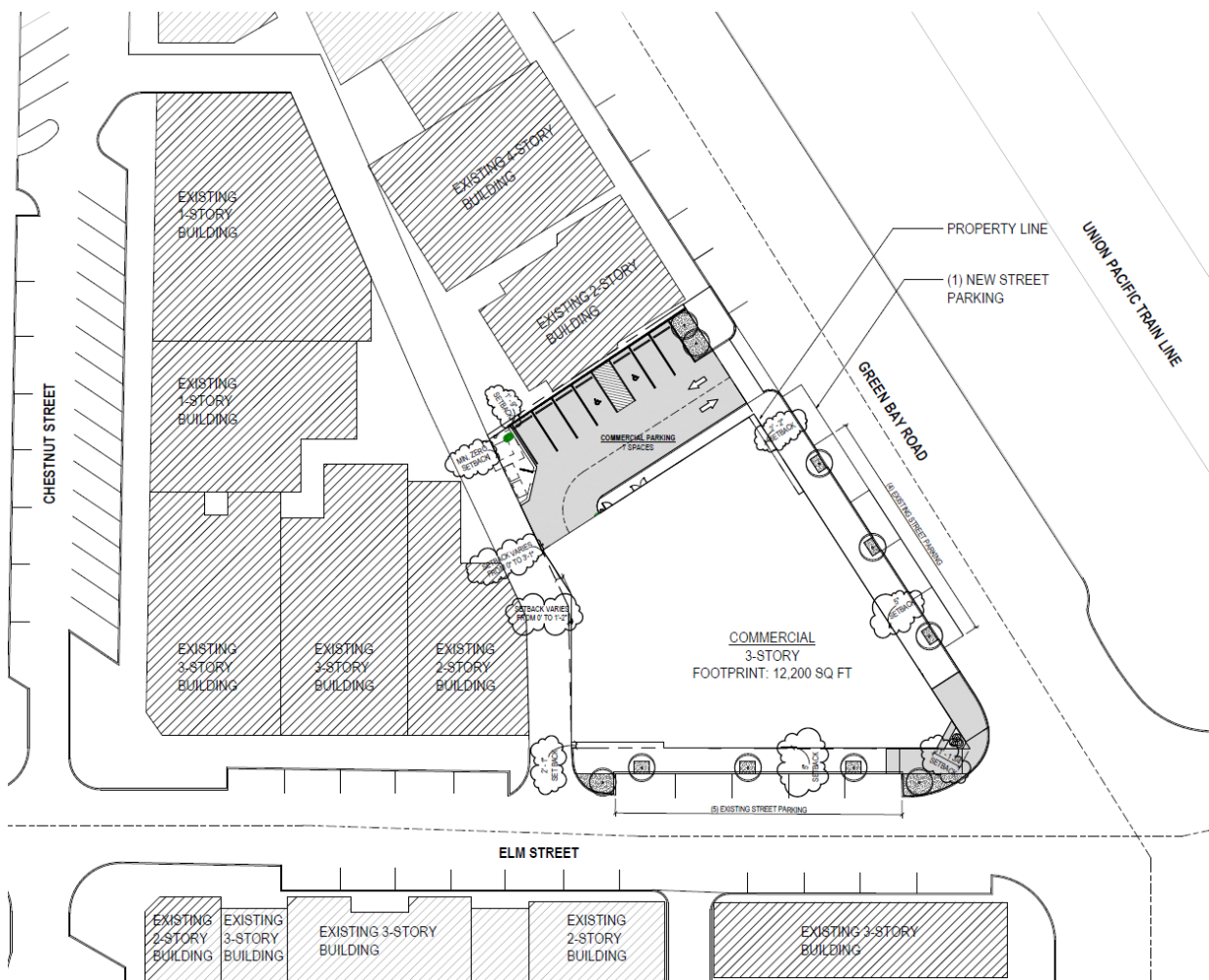


Figure 10 – Preliminary Plan – Site Plan

The proposed building materials include brick and limestone. The first-floor level would consist of limestone, with the two upper floor levels in brick. The corner of the building at Green Bay Road and Elm Street would be the focal point of the building and would be setback at the corner, while also being the tallest portion of the building. The roof would be flat with the potential of a green roof tray installation. The application materials include further description of the design team’s approach to the design.



Figure 11 – Preliminary Plan – Elm Street Elevation



Figure 12 – Preliminary Plan – Green Bay Road Elevation



Figure 13 – Preliminary Plan – North Elevation

Proposed Use of Building

The proposed initial uses of the building are retail banking on the ground floor, wealth management services on the second and third floors, and parking below grade. As described in the parking study, a total of approximately 45 employees are assigned to the existing bank building. Chase estimates between 70 to 75 employees will be assigned to the redeveloped bank building with a maximum of 75 to 80% of the employees working at the bank at any given time for a total of approximately 55 employees. The number of employees for the new retail banking facility will be roughly the same as the existing retail bank, which is 25 employees.

The remaining 45 to 50 employees would be for the wealth management operation. In terms of the hours of operation, the ground floor retail bank facility will keep standard banking hours, while on average the wealth management operation would be 9am – 5pm, but with flexibility based on client needs. Chase conservatively projects ("worst-case") that the number of bank customers/wealth management clients will increase by 25 percent with the new building.

According to Chase, currently 25% of employees commute to work via public transportation or alternative modes of transportation.

Traffic, Circulation, & Parking

As previously mentioned, the proposed plan includes one level of underground parking in the building, consisting of 24 spaces, as well as 7 surface parking spaces. Two of the surface parking spaces would be designated as ADA parking. The remaining surface parking spaces would be signed as 30-minute parking for bank customers only. The Applicant intends to use five of the below-grade parking spaces for specific senior employees and the remaining 19 spaces for bank customers and wealth management clients. Both the surface and below-grade parking would be accessed from Green Bay Road along the north side of the building with a two-way drive aisle. Access to the public alley will be prohibited, with signage posted to that effect.

Regarding required parking, the Applicant is proposing to provide a total of 31 parking spaces, which is the same number as required by code for the commercial use of the building, which is two spaces per 1,000 square feet of floor area, excluding areas used for storage of merchandise or materials, mechanical equipment rooms, rest rooms, common area elements, including without limitation hallways, and areas used for off-street parking and loading and related aisles, ramps and maneuvering space.

The Village's commercial parking requirement for new buildings is based upon the fact that the Village also provides on-street parking spaces as well as public parking lots for customers and employees of the businesses in the business district. To maintain pedestrian-oriented commercial districts and to facilitate redevelopment at the allowed intensities within the districts, the Village provides on-street parking and centralized parking lots so that each individual parcel is not consumed by parking to meet its potential demand for parking. As the Applicant notes in the parking study, 31 employees of the existing JPMorgan Chase Bank facility have "A" parking permits, which allows those employees to park in the public parking lots designated for employees of businesses in the district. Given the limited on-site private parking lots in the Village's business districts, employees of many businesses secure these parking permits. For instance, employees of other financial service businesses, whether it is in the Elm Street, Indian Hill, or Hubbard Woods business districts, have parking permits for the public lots (e.g., as of January 3, 2024: BMO Bank – 32 permits; Baird – 23; Charles Schwab – 10; Citibank – 6; North Shore Community Bank – 7; Northern Trust – 41).

In addition to providing 31 parking spaces on-site for the proposed commercial use, the site would also be served by the on-street public parking in the area as well as by public parking lots in the West Elm Business District. With the consolidation of the two existing driveways on Green Bay Road to one, the number of on-street public parking spaces along Green Bay Road would increase by one, while the number along Elm Street would remain the same at five (5) public on-street spaces.

The Applicant has submitted a traffic study prepared by KLOA to illustrate the impact of the development on traffic, as well as a separate parking study also prepared by KLOA, which are included with the Applicant's materials (See Attachment A (Item 8) to the January 22, 2024, staff report to the Planned Development Commission (see link to materials later in this report). The Village's Director of Engineering has reviewed both the traffic and parking studies to determine if both were performed based upon acceptable traffic and parking study standards. Attachment D to the January 22, 2024, Planned Development Commission staff report includes the Director of Engineering's memo regarding the traffic and parking studies. The Director of Engineering concluded the following:

I have reviewed KLOA's data and conclusions and concur with the findings that permitting this special use will not result in an impairment of parking within the West Elm Business District or create traffic concerns.

The proposed building is providing the minimum required number of parking spaces required for the proposed commercial use of the building, and the Applicant has provided a parking study that concludes that with the 31 parking spaces that are being provided on-site and the available public parking in the district there will be sufficient parking to meet the projected demand for customer/client and employee parking in the West Elm Business District.

Streetscape & Landscaping Design

The Applicant proposes streetscape improvements within the Village right-of-way along Elm Street and Illinois Department of Transportation (IDOT) right-of-way along Green Bay Road. The Applicant is proposing installation of pavers at the corner of Elm Street and Green Bay Road, to match the Village's Downtown Master Streetscape Plan. Additionally, the Applicant's landscape plan includes adding two Sternberg pedestrian light fixtures along Green Bay Road, consistent with the Village's streetscape plan. It should be noted that IDOT will need to approve any proposed streetscape improvements within its right-of-way.

In terms of landscaping, the Applicant is proposing a small landscaping bed at the northeast corner of the Subject Property to provide a visual buffer of the surface parking lot along Green Bay Road. This landscaping would consist of deciduous shrubs and ornamental grasses with an 18-inch ornamental fence surrounding the landscape bed. Additionally, the Applicant is proposing removing the two existing trees within the Green Bay Road right-of-way and replacing them with three trees. One tree is proposed to be replaced with two trees within the Elm Street right-of-way, as well as additional landscaping within the existing bump-outs on Elm Street. A planter is also proposed on the Subject Property at the corner of Elm Street and Green Bay Road that would contain low growing perennials.

The Applicant is proposing installation of a 6-foot-tall solid wood fence along the north property line and a 6-foot-tall ornamental metal fence is proposed to screen the pad-mounted transformer and the trash and recycling containers located in the northwest corner of the site.

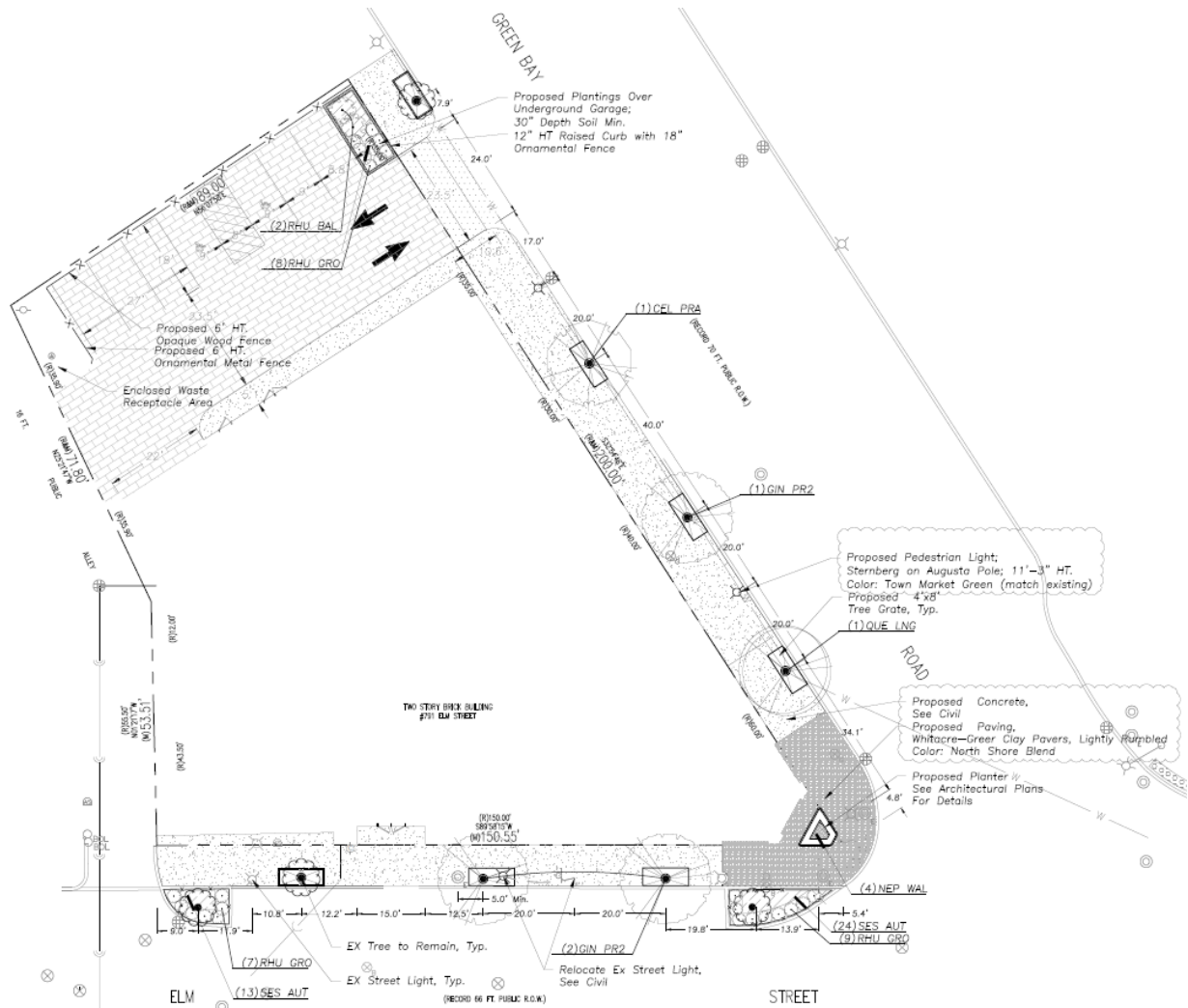


Figure 14 – Preliminary Plan – Landscape Plan

REQUIRED SUBDIVISION & ZONING RELIEF

The following subdivision and zoning relief is necessary for this project:

- A. Approval of a Plat of Consolidation – The existing parcels that make up the Subject Property will need to be consolidated into a single lot of record.
- B. Approval of a Planned Development for a commercial-use development, which includes consideration and approval of the following **exceptions** from the requirements of the Zoning Ordinance and **special uses**:
 - a. The maximum **building height** allowed is 45 feet and 4 stories; the Applicant proposes a 3-story building at the following height:
 - i. Building (Top of Parapet) – 51'-5" (southeast corner of building)
 - ii. Building (Top of two secondary parapets) – 50'-3"
 - iii. Building (Top of parapet between corner and secondary parapets) – 46'
 - b. The maximum **front yard setback** and **corner yard setback** shall be no more than 3 feet; the Applicant proposes the building to be setback 11'-1¾" at the southeast corner of the property.

The purpose of a maximum front yard setback and corner yard setback in the commercial districts is to create a more consistent storefront wall as one walks along the street level of a commercial

district. Having buildings setback too far from the pedestrian sidewalk breaks up this continuity. However, there may be instances when these requirements may prevent providing a public amenity or the provision of utilities to a site. In part, the Applicant proposes a greater setback at the corner to provide a landscape planter and additional walkway pavement.

- c. No **side yard setback** is required, but when a side yard is provided it must be at least 3 feet; the Applicant proposes the building to be setback more than zero feet, but less than 3 feet from portions of the westerly property line along the public alley, due to the west property line not being perpendicular to the south property line or parallel to the east property line.
- d. The minimum **rear yard setback** requirement is 10 feet; the Applicant proposes the building to be setback 1'-9" along the northerly property line to accommodate the lower-level parking that would be below the surface parking lot. The above grade portion of the building is setback approximately 48 feet from the rear (northerly) property line.
- e. A **landscaped area** at least five feet deep is required along a rear property line; the Applicant proposes not to include such a landscaped area.

It would appear the original intent of this required landscaped area is to provide a landscape buffer at the rear of all commercial properties. The Applicant is requesting a significant reduction in the required rear yard setback in order to construct the proposed below-grade parking within 1'-9" of the northerly property line, hence the requested exception from the landscaping buffer requirement.

- f. **Parking located on street-level** requires special use approval; the Applicant proposes ground-level surface parking on the north side of the building.

In order to encourage below-grade parking, which is allowed by right, the Zoning Ordinance requires off-street parking located at street-level to receive approval of a special use permit. As previously noted, the proposed parking would be provided in both the surface parking lot at street-level and the lower-level parking garage, both of which would be accessed from a two-way driveway off Green Bay Road.

- g. **Financial Uses** such as a bank or credit union without drive-through facilities require special use approval when located in the C-2 Overlay District; the Applicant requests special use approval to allow the retail bank on the ground level.

Special Use Approval for Financial Use.

The Zoning Ordinance provides for the Planned Development Commission to conduct public hearings regarding all special use applications received by the Village concurrently with an application for approval of a planned development. This application includes special use approval to allow (a) parking on street-level, and (b) Financial Uses in the C-2 Overlay District. This section of the report focuses on the Applicant's use requests within the C-2 Overlay District.

The C-2 Overlay District applies to the first 50 feet of a property along the street property line in portions of the C2 District. The figure on the following page shows approximately where the C-2 Overlay District falls on the Subject Property. As previously stated, the retail banking operation will have 25 employees and the wealth management operation will have 45 to 50 employees at most on-site at one time.

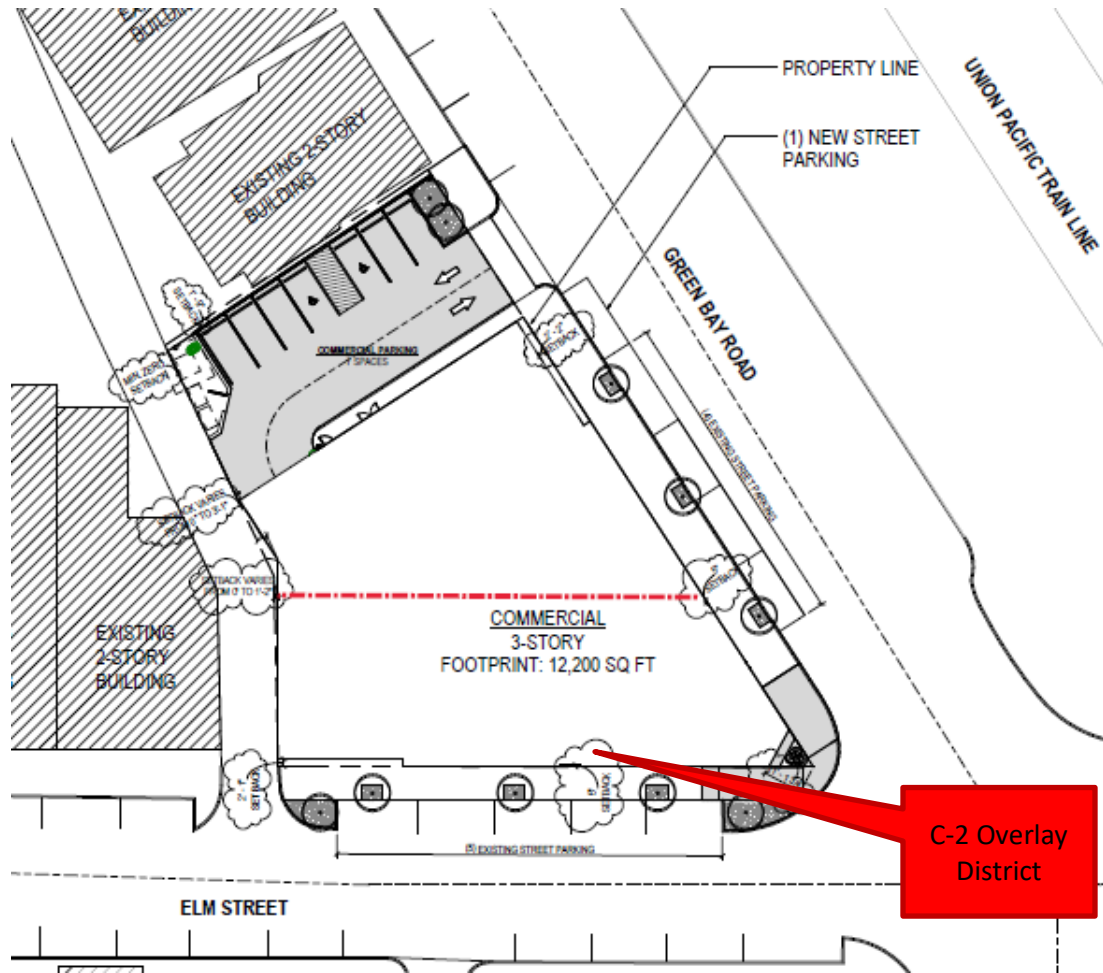


Figure 15 – Subject Property – C-2 Overlay District

PLANNED DEVELOPMENT COMMISSION AND DESIGN REVIEW BOARD REVIEWS

Starting in October 2023, the Design Review Board and the Planned Development Commission began their respective reviews of the Applicant's proposed planned development. A complete copy of the materials reviewed at each board or commission meeting can be found at the following weblinks:

- October 16, 2023, Design Review Board Meeting
 - <https://winnetkail.portal.civicclerk.com/event/773/overview>
- November 16, 2023, Design Review Board Meetings
 - <https://winnetkail.portal.civicclerk.com/event/632/overview>
- January 22, 2024, Planned Development Commission Meeting
 - <https://winnetkail.portal.civicclerk.com/event/925/overview>
- February 21, 2024, Planned Development Commission Meeting
 - <https://winnetkail.portal.civicclerk.com/event/928/overview>

Attached with the Council's agenda materials for this item are:

- DRB Meeting Minutes and PDC Meeting Minutes (**Attachment 6**)

It should be noted that there were no written comments submitted by the public during the advisory bodies' reviews of the proposed planned development.

The following is a summary of the review and recommendations by the Design Review Board and the Planned Development Commission regarding the Chase Bank Preliminary Planned Development application.

October 16, 2023, and November 16, 2023, Design Review Board Meetings.

On October 16, 2023, the Design Review Board (DRB) held its first public hearing to consider a certificate of appropriateness to allow the construction of the proposed commercial use planned development. After hearing from Village staff, the Applicant, no members of the public were in attendance, the DRB discussed the project. The Board members suggested that: (i) the building façade be in brick and limestone, rather than terracotta and limestone; (ii) the overall building height be minimized by reducing the height of the first floor, and where possible by reducing the height of the upper floors; (iii) the amount of glass be minimized, particularly on the first floor; and (iv) a general consideration be given to the overall design and scale that this is a village, not the City. At the Applicant's request, the DRB continued the item to the November 16, 2023, DRB meeting to provide the Applicant time to respond to the Board's comments. At the November meeting the Applicant presented revised design elements in response to the Board's comments at the October meeting. The images below compare the Chase Bank plans the DRB reviewed at its October meeting and then at its November meeting. The changes include reducing the height of: (i) the corner parapet by 3'; (ii) the two secondary parapets by 1'-2"; (iii) the parapet between the corner and secondary parapets by 1'-2"; and (iv) the roof on the north and west wings by 1'. The changes also include reducing the amount of glass and replacing the terra cotta with brick.



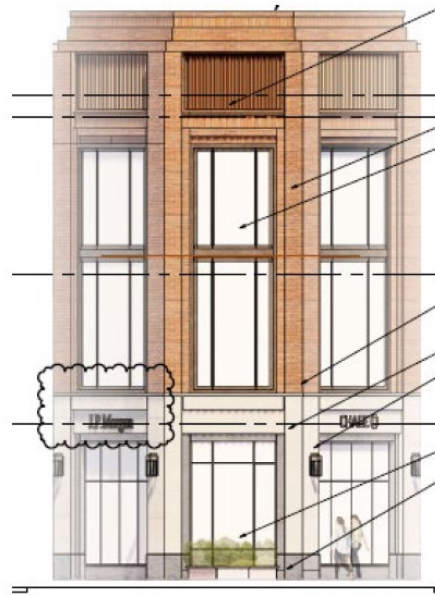
October 16, 2023



November 16, 2023



October 16, 2023



November 16, 2023



October 16, 2023



November 16, 2023

After hearing from the Applicant and from no members of the public were present, the Board expressed appreciation to the Applicant for addressing its concerns, and after a brief discussion with the Applicant regarding the revised design elements, **by a vote of 4-0, the Board recommended approval of the certificate of appropriateness for the design of the building, hardscape, and landscape for the proposed development on the Subject Property.**

The Board's recommendation is based on evidence in the record, or a public document, and upon the following findings of fact:

- (1) the proposed external architectural features and site improvements are appropriate to and compatible with the character of the immediate neighborhood;
- (2) the proposed external architectural features and site improvements are appropriate to

and compatible with adopted Village plans for and improvements in the immediate neighborhood, and including both urban design and site arrangement considerations;

- (3) the proposed external architectural features and site improvements are consistent with applicable Village design guidelines and such standards and criteria as may be adopted by the Board; and
- (4) the probable effect of the proposed external architectural features on the integrity of the immediate vicinity.

January 22, 2024, and February 21, 2024, Planned Development Commission Meetings

At the January 22, 2024, Planned Development Commission special meeting, the Commission considered the Chase planned development and associated exceptions and special uses. After hearing presentations from staff and the Applicant, the Commission heard public comment from one member of the public, who suggested that the proposed EV charger be a fast charger and stated concerns related to the availability of customer parking on the site today because of non-bank customers currently parking in the existing surface lot and the lack of enforcement.

After hearing from the public, the Commission discussed the project. Overall, Commission members expressed strong support for the project. Given the irregular shape of the lot and the design of the building, Commission members expressed support for the requested zoning exceptions and expressed support for the requested special uses for street-level parking and the ground floor retail banking use within the Commercial Overlay. The bulk of the discussion was focused on how the surface lot and underground parking would function. Two Commissioners suggested that Chase consider having more employees utilize the underground parking rather than clients of the wealth management operation in order to free-up surface parking for customers in the district. [Staff Note: Employees of the business district park in different designated public parking areas than customers.] Three Commissioners suggested that the Applicant add electrical vehicle (EV) chargers in the underground parking. Given the Zoning Ordinance requires the Commission to consider a planned development application at two separate meetings prior to forwarding a recommendation of approval to the Village Council, the Commission continued the item to a special meeting on Wednesday, February 21, at which time it would consider a formal recommendation regarding the requested zoning and subdivision relief.

At its February 21 special meeting, the PDC held a continued public hearing on the Chase Bank planned development and associated exceptions and special uses. After hearing from the applicant and no members of the public, the Commission discussed the application and the applicant's modified proposal. **By a vote of 7-0, the Commission recommended approval of the planned development, zoning exceptions, the special use for parking at street level, and the special use for the bank use within the Commercial Overlay District, subject to the following conditions, which the applicant had presented at the meeting as changes to their plans:**

1. The electrical vehicle charging station on the surface parking lot shall be relocated to the lower-level (underground) parking;
2. The surface parking lot shall be signed to establish a 30-minute time limit; and
3. Parking indicators shall be provided at the entrance to the lower-level parking garage with a display that indicates current vacancy/availability at the garage entrance.

The Applicant has incorporated these changes into the approval documents for the Council's consideration.

A copy of the Planned Development Commission's formal recommendation is included as **Exhibit 1** at the end of this staff report.

SUMMARY

At the June 4, 2024, Village Council meeting, the Council is scheduled to consider the following two approval documents:

- Ordinance M-08-2024, An Ordinance Granting Preliminary Approval of a Planned Development, Zoning Exceptions, a Special Use for Ground Floor Parking, Special Use Findings for Financial Services Uses, and a Preliminary Plat of Subdivision (791 Elm Street) (**Introduction**); and
- Resolution R-54-2024, A Resolution Approving a Development Agreement Between the Village of Winnetka and JPMorgan Chase Bank, National Association (Chase Bank – 791 Elm Street) (**Discussion**).

ATTACHMENTS

- Attachment 2: Village Attorney Memo Summarizing Approval Documents
- Attachment 3: Ordinance M-08-2024, An Ordinance Granting Preliminary Approval of a Planned Development, Zoning Exceptions, a Special Use for Ground Floor Parking, Special Use Findings for Financial Services Uses, and a Preliminary Plat of Subdivision (791 Elm Street)
- Attachment 4: Resolution R-54-2024, A Resolution Approving a Development Agreement Between the Village of Winnetka and JPMorgan Chase Bank, National Association (Chase Bank – 791 Elm Street)
- Attachment 5: Plan Sheets for the Chase Bank Project dated January 12, 2024
- Attachment 6: DRB Meeting Minutes and PDC Meeting Minutes

Exhibit 1
Planned Development Commission Recommendation of Approval
of the JPMorgan Chase Bank Preliminary Planned Development on February 21, 2024

Recommendation of Approval

The Planned Development Commission **recommends approval** of the preliminary plan for the JPMorgan Chase Bank Planned Development to be located at 791 Elm Street, and it adopts the following findings of fact:

- A. The JPMorgan Chase Bank Planned Development ***is in conformity*** with the standards set forth in Section 17.58.110 of the Zoning Ordinance:
 1. That the proposed development and the use or combination of uses furthers the goals and objectives of the Comprehensive Plan;
 2. That the establishment, maintenance and operation of the planned development will not be detrimental to or endanger the public health, safety, health, comfort, morals or general welfare, or have a negative environmental impact on the neighborhood or Village;
 3. That the planned development will not unreasonably impede the use and enjoyment of other property in the immediate vicinity which are permitted by right in the district or districts of concern, nor unreasonably diminish or impair property values in the immediate vicinity;
 4. That the establishment of the planned development will not unreasonably 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;
 5. 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;
 6. That adequate parking, utilities, access roads, drainage and other facilities necessary to the operation of the planned development exist or are to be provided; and
 7. That the planned development in all other respects conforms to the applicable regulations of this and other applicable Village ordinances and codes.
- B. The following zoning exceptions that are part of the JPMorgan Chase Bank Planned Development:
 1. Building height of 51'-5" and 3 stories, whereas a maximum of 45 feet and 4 stories is permitted [Section 17.46.020.B – Height];
 2. Front yard setback from Elm Street of 11'-1¾", whereas a maximum of three feet is allowed [Section 17.46.030 – Table 17-3 - Front Yard Setback];
 3. Corner yard setback from Green Bay Road of 11'-1¾", whereas a maximum of three feet is allowed [Section 17.46.030 – Table 17-3 - Corner Yard Setback];
 4. Side yard setback greater than zero feet, but less than three feet, from portions of the westerly property line along the public alley [Section 17.46.030 – Table 17-3 – Interior Side Yard Setback];
 5. Rear yard setback of 1'-9" from the northerly property line; whereas a minimum of 10 feet is required, [Section 17.46.030 – Table 17-3 - Rear Yard Setback]; and
 6. No landscape area provided along the rear yard; whereas a landscaped area at least five feet deep is required [Section 17.46.130 – Landscaping];

are in conformity with the standards set forth in Section 17.58.120 of the Zoning Ordinance:

- a. The proposed exception will enhance the overall quality of the development, the design of the structures, and the site plan to further the goals and objectives of the Comprehensive Plan and the Design Guidelines;
- b. The proposed exception will enable the development to offer environmental and pedestrian amenities available to all residents of the Village;
- c. The proposed exception will not cause an adverse impact on neighboring properties that outweigh the public benefits of the development;
- d. The proposed exception will contain a proposed design and use, or combination of uses, that will complement the character of the surrounding neighborhood; and
- e. The proposed exception will provide a public benefit to the Village, as described in Section 17.58.120.B of this Code.

C. The following special use that is part of the JPMorgan Chase Bank Planned Development:

- 1. Parking on street-level.

is in conformity with the standards set forth in Section 17.56.120 of the Zoning Ordinance:

- 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.

D. The following special use that is part of the JPMorgan Chase Bank Planned Development and is located in the C-2 Commercial Overlay District:

- 1. Financial Use that includes a bank without drive-through facilities.

is in conformity with the standards set forth in Section 17.56.120 of the Zoning Ordinance:

- 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;

and is in conformity with the standards set forth in Section 17.44.020 of the Zoning Ordinance:

- a. The proposed special use at the proposed location will encourage, facilitate and enhance the continuity, concentration, and pedestrian nature of the area in a manner similar to that of retail uses.
- b. The location of the proposed special use along a block frontage shall provide for a minimum interruption in the existing and potential continuity and concentration of the retail uses along the block's frontage.
- c. The proposed special use at the proposed location will provide for active display windows, facades, signage and lighting similar in nature and compatible with that provided by retail uses.
- d. If the proposed special use provides multi-use areas, such as retail merchandise areas, restaurant dining areas, general office space, private offices, reception areas, or employee work areas, any proposed retail merchandise area or restaurant dining area shall be concentrated and located immediately adjacent to the sidewalk and clearly visible from street in such a fashion as to invite customers to browse or dine.
- e. If a proposed new building contemplates a mix of retail, office and service type uses, the minimum frontage for each retail use adjacent to the sidewalk shall be twenty (20) feet with a minimum gross floor area of four hundred (400) square feet. In addition, such retail space shall be devoted to active retail merchandising which maintains typical and customary hours of operation.
- f. The proposed location and operation of the proposed special use shall not significantly diminish the availability of parking for district clientele wishing to patronize existing retail businesses.

E. The requested Plat of Consolidation of the Subject Property to create one lot of record, ***does meet*** the standards set forth in Section 16.12.010 of the Subdivision Code.

F. The Planned Development Commission finds the inclusion of the following additional conditions is warranted in order to adopt a recommendation of approval.

- 1. **The electrical vehicle charging station on the surface parking lot shall be relocated to the lower-level (underground) parking;**
- 2. **The surface parking lot shall be signed to establish a 30-minute time limit;**
- 3. **Parking indicators shall be provided at the entrance to the lower-level parking garage with a display that indicates current vacancy/availability at the garage entrance.]**

Memorandum

Date: May 29, 2024

To: President Rintz and Village Trustees
Village Manager Rob Bahan
Community Development Director David Schoon

From: Village Attorney

Re: Chase Approval Documents for 791 Elm Street

Enclosed is the set of final approval documents for preliminary approval of the Chase planned development proposal. If the Village Council desires to approve the Chase development at 791 Elm Street (***“Property”***), it will need to approve the following ordinances and resolutions:

1. An Ordinance granting preliminary approval of a planned development, zoning exceptions, a special use for ground floor parking, special use findings for financial services uses, and a preliminary plat of consolidation (791 Elm Street) (***“Planned Development Ordinance”***); and
2. A Resolution Approving a Development Agreement (***“Development Agreement Resolution”***).

(Collectively, the ***“Approval Documents.”***)

While both of the Approval Documents will be on the agenda for the Village Council’s June 4, 2024 meeting, the Development Agreement Resolution will be on the agenda for discussion only. Unlike ordinances, resolutions do not require two readings. Therefore, while the Village Council may vote to approve introduction of the ordinance at its June 4 meeting, the Village Council will not vote on the resolution until it votes on final approval of the Planned Development Ordinance.

I. Background and Status of Document Preparation.

The Approval Documents reflect the application filed by JPMorgan Chase Bank, National Association (***“Chase”***). The Approval Documents have been reviewed by Village Staff. We have also provided the drafts of the Approval Documents to Chase and its attorney. Chase has provided us with comments, questions, and suggested changes to the Approval Documents. In consultation with Village Staff, we have made some of the requested changes, but did not make other requested

changes. We specifically did not make any change that we believed were inconsistent with the requested conditions or past Village practice.

We have also made clear that these Approval Documents remain subject to the Council's public review and approval. Thus, the Approval Documents are not final and we have not bound the Village with regard to these documents or the provisions contained in them.

The following is a detailed summary of the Approval Documents.

II. Development Time Restrictions.

The Approval Documents contain numerous provisions regarding the timing of various aspects of the Development and permits. The following is a general summary of keys steps and timing requirements for the Development.

- Chase owns the Property.
- The Planned Development Ordinance will take effect upon Chase filing with the Village the signed Unconditional Agreement and Consent, which is to be filed with the Village within 10 days after adoption of the Planned Development Ordinance.
- Within 30 days after the Planned Development Ordinance is adopted Chase must execute the Development Agreement.
- Within 180 days of the effective date of the Planned Development Ordinance, Chase must apply for and produce a Final Development Plan, which shall be in substantial conformance with the Preliminary Development Plan and otherwise comply with the provisions of Section 17.58.090 of the Zoning Code. The Village Council will have the authority to extend an additional 90 days upon request by Chase.
- The Planned Development Ordinance provides the final approval of the proposed Development will expire 90 days from the effective date of the Final PD Ordinance unless Chase has submitted a complete application for a building permit for the proposed Development pursuant to the Village Code. The Council can grant two, 90-day extensions to this deadline under limited circumstances set forth in the Planned Development Ordinance. The Village is required to promptly review and act on the building permit application.
- Within 60 days after issuance of the building permit, Chase must commence construction, beyond mere fencing and site preparation. This timeframe may be extended by the Village Council by approving a resolution, without having to amend the PD Ordinance, provided Chase has demonstrated certain criteria for extension.
- The construction of the Development must be substantially complete within 24 months after the building permit is issued, and the term of the building permit is specifically set at 24 months. However, the Village Council may extend this timeframe by approving a

resolution, without having to amend the PD Ordinance, provided Chase has demonstrated certain criteria for extension.

III. Summary of Planned Development Ordinance

A. Property. The Planned Development Ordinance grants Chase approval for a planned development for the Property.

B. Owner/Applicant. The application was filed by Chase.

C. Zoning Relief. The Planned Development Ordinance grants Chase preliminary approval of a planned development on the Property. The details of the proposed development are included in the staff report that accompanies this memo (“**Development**”). The Planned Development Ordinance also approves the “**Preliminary Development Plan**,” which is comprised of the following plans and drawings, all of which are included in your packet – (1) Floor and Site Plan (2) Building and Sign Elevations Plan, (3) Massing Strategies Plan, (4) Exterior Lighting Plan, (5) Streetscape Elevations Plan, (6) Civil Engineering Plan, (7) Tree Preservation Plan, (8) Landscape Plan, and (9) Construction Logistics and Redevelopment Schedule Plan.

The Planned Development Ordinance also approves the following exceptions --

- An exception to allow a building height of (i) 51 feet, 5 inches for the parapet on the southeast corner of the building; (ii) 50 feet, three inches for the top of the two secondary parapets; and (iii) 46 feet for the top of the parapet between the corner and secondary parapets;
- An exception to allow front yard setback along Elm Street of no greater than 11 feet, 1 ¾ inches;
- An exception to allow a corner yard setback along Green Bay Road of no greater than 11 feet, 1 ¾ inches.
- An exception to allow a side yard setback greater than zero feet, but less than three feet one inch, from portions of the westerly property line along the public alley;
- An exception to allow a rear yard setback of one foot, nine inches; and
- An exception to reduce the required landscape area along the rear yard to zero feet in depth.

The Planned Development Ordinance also approves the following special uses:

- A special use to allow for parking on the ground level of the Property, and
- A special approval of certain special use findings for financial services on the Property.

It is important to remember that the Planned Development Ordinance, together with the Development Agreement, only grants Chase preliminary plan approval for the Development. It does not authorize the Developer to begin construction. Chase will still need to prepare and submit

to the Village for Village Council approval the final development plan and then submit for Village staff approval the construction plans to obtain demolition and building permits.

D. Consolidation. The Planned Development Ordinance approves a preliminary plat of consolidation to consolidate the portions of the Property into a single lot.

E. Conditions. All of the zoning relief approved in the Planned Development Ordinance is subject to several specific conditions set forth in the Planned Development Ordinance as well as in the Development Agreement (“**Conditions**”). Below is a brief description of the Conditions:

1. Agreement. Chase must enter into and execute the Development Agreement within 30 days after adoption of the Ordinance.
2. Single Phase. The Development must be a single-phase development.
3. Parking. Chase must construct and provide 31 parking spaces consisting of (i) 24 parking spaces located underground in the building and (ii) seven surface parking spaces.
 - a. Two of the parking spaces located on the surface level will be designated as ADA parking.
 - b. One parking space located underground will include an EV charging station that is available for use by Chase’s customers and clients.
 - c. The surface area parking lot must include signage that establishes a 30-minute time limit.
 - d. Chase must also install parking indicators at the entrance of the underground garage that displays the availability of spaces.
4. Ingress and Egress. All ingress and egress related to the Development must have sufficient turn radiuses for cars and trucks and safe sightlines and access.
5. Signage. All signage must comply with the Village Code.
6. Existing Streetscape Lights, Furnishings, Trees, and Landscaping. Chase must create a preservation plan that identifies any existing streetscape lights, furnishings, trees and landscaping that are to be preserved or relocated during the construction and sets forth a plan of how they will be preserved.
7. Building Materials and Design Elements. The building materials and design elements shall be as described and depicted on the Building and the Sign Elevations Plan and the Massing Strategies Plan.
8. New Streetscape Lights, Furnishings, Trees, and Landscaping. Chase must install the new streetscape lights, furnishings, trees and landscaping depicted on the

Landscape Plan and Exterior Lighting Plan, including specifically the landscaping depicted on such plans as lying within the Elm Street and Green Bay Road rights-of-way

9. Fencing. Chase must install a 6-foot tall solid wood fence along the north property line and a 6-foot tall ornamental metal fence to screen the pad-mounted transformer and the trash and recycling containers located on the northwest corner of the Property.
10. Site Utilities. Chase is responsible for the extension, installation and connection of all public and private utility facilities necessary to serve the Proposed Development, including specifically, without limitation (a) water service connections and meters, fire hydrants and standpipes, electric service connections and individual service lines, electric meters and transformers, sanitary sewer lines and storm sewer lines; (b) all applicable service and connection fees; and (c) any upgrades to Village utility systems that the Village determines is directly attributable and reasonably necessary to provide adequate utility service to the Proposed Development.
11. Easement Agreement. Chase must execute an easement agreement with the Village to allow for the location of a new electrical transformer on the Property to serve the Property and other nearby power customers.
12. Power Cables. Existing power cables and transformers must be removed by Chase, as approved by the Director of Water and Electric.
13. Purchase of New Transformer. Chase, pursuant to a separate agreement entered into by the Village and Chase, must pay 100 percent of the estimated \$62,642 cost the Village will incur in purchasing a new transformer, notwithstanding the fact that it may ultimately serve the other nearby properties.
14. General Use and Maintenance of Property. Chase must comply with the Village Code and additional minimum standards necessary to protect the public health and safety during demolition of existing structures and construction of the Development. As part of these requirements, prior to demolition, Chase must maintain the current conditions of the Property and make all necessary repairs should the existing building or Property fall into further disrepair. Chase shall also maintain the existing building and the Property in a safe and proper condition and in good repair.
15. Taxes and Utilities. Chase shall pay all taxes and utility fees as and when due and shall provide proof that the Property is free of utility, tax or other liens as a condition for final planned development approval and as a condition for the issuance of any permits.
16. Term of Building Permit. The building permit issued for the construction of the proposed Development shall be in effect for a term of 24 months from the date of issuance.

17. **Binding Effect/Transferability.** Generally, all of the terms and conditions of the Planned Development Ordinance are binding on Chase and its successors and assigns, and any subsequent owners of any part of the Property.

F. Non-Interference. Chase is required to ensure that all of Chase's activities are designed to minimize or eliminate interruption or interference with adjacent businesses, pedestrians, vehicular traffic.

G. Noncompliance. The Village has the right to terminate the zoning approvals and other approval in the Planned Development Ordinance in the event of Chase's noncompliance with the Planned Development Ordinance or the Development Agreement. If the Planned Development Ordinance is revoked, the Property would be governed solely by the C-2 General Retail Commercial and C-2 Commercial Overlay District regulations.

H. Owner Acceptance. The Planned Development Ordinance does not take effect unless Chase, within 10 days after Planned Development Ordinance adoption, fully executes an unconditional agreement and consent to comply with all of the provision of the Planned Development Ordinance and to indemnify and hold the Village harmless from any and all claims related to the Village's adoption of the Planned Development Ordinance.

IV. Development Agreement.

Development agreements are typically utilized when a proposed development not only requires zoning relief but also construction of public improvements and other affirmative obligations of the developer beyond simply constructing the development. Development agreements contractually obligate developers to undertake construction obligations and restrict use of a developer's property to the specific proposed development. These agreements also require various forms of financial security to protect the local government from failed or stalled developments or improper or incomplete construction of required improvements. The Development Agreement for the Property does all of these things.

The Village and Chase have negotiated a proposed Development Agreement. The terms of the Development Agreement are summarized below.

A. Parties. The parties to the Development Agreement are the Village and Chase.

B. Property. The Development Agreement, like the Planned Development Ordinance, governs the Development.

C. Development of Property. The Development Agreement provides that notwithstanding any other right that might otherwise exist with regard to the Property's use, the Property will be used and development solely pursuant to the Development Agreement, and specifically pursuant to the Planned Development Ordinances and the Final Development Plan and all of its exhibits.

D. Timing. The Development Agreement includes and incorporates the time restrictions and requirements outlined in Section II of this Memo.

E. Improvements. Section 4 of the Development Agreement lists all of the public and private improvements (other than the buildings) that Chase is specifically required to construct, including stormwater, sanitary sewer, potable water, roads, sidewalks, right of way improvements including landscaping and streetscape, electric power cables, and all other utilities necessary to serve the Development. Section 4 also includes detailed standards and procedures for the construction, approval, completion, and (if applicable) dedication and maintenance of completed improvements. With regard to public improvements, Chase is also required to maintain and repair any defects in the improvements.

F. Demolition and Construction. Section 5 of the Development Agreement provides specific requirements on demolition and construction activities at the Property. Chase is required to diligently pursue construction of all buildings, structures, and improvements at the Property and in compliance with the building permit and Construction Schedule and Staging Plan. Chase must also comply with detailed provisions on construction traffic, routes of access, and schedule.

G. Construction Debris. Chase may commence demolition of the existing building and other existing structures on the Property only after obtaining all necessary demolition permits from the Village and presenting the Village with a plan to mitigate dust, smoke, and other particulates resulting from the demolition. Demolition may begin after Chase obtains a Core and Shell Permit from the Village and provides the Village with a letter of credit.

H. Building Permit Fees. Chase will be required to pay the Village for permit fees based on the Village's current fee schedule.

I. Protection of Buildings. Chase is solely responsible for monitoring the Development to prevent damage to neighboring properties and buildings. This protection includes seismic monitoring for adjacent buildings.

J. Completion. Subsection 5.L of the Development Agreement requires Chase to remove partially completed structures and improvements and perform site restoration on that portion of the Property in which Chase has failed to complete all such demolition and construction, all in accordance with plans approved by the Village. If Chase fails to do so, the Village is authorized to do it and then utilize the security provided by Chase to pay for the costs. These provisions protect the Village in the event the Development stalls. The Village will have authority to clear the site and perform other site restoration work if Chase fails to do so.

K. Village Fees and Costs. Section 6 of the Development Agreement requires Chase to pay all applicable fees, costs, and charges required under the Village Code. This Section also requires Chase to pay the Village's attorney's fees and any other third-party legal, engineering and other consulting or administrative fees and expenses accrued in connection with Development as well as the preparation, negotiations, consideration, and review of the Development Agreement, Planned Development Ordinance, and any of the other development approvals.

L. Security. Section 7 of the Development Agreement contains the financial security requirements for Chase, as follows:

1. Performance Security. As security to the Village for the performance by Owner of its obligations pursuant to and in accordance with this Agreement,

Owner will provide to the Village performance and payment security (“**Guarantee**”) in the form of one or more letters of credit (“**Letter of Credit**”), in an amount equal to 110% of the estimated cost of completing the Public Improvements and Site Restoration required pursuant to this Agreement, as determined by the Village Director of Engineering and the Village Director of Community Development (for matters within their respective permitting authorities) (“**Performance Security**”). The Letter of Credit must be in form and substance substantially conforming in all material respects with **Exhibit C** to this Agreement and satisfactory to the Village Attorney. Specifically, and without limitation of the foregoing, the Letter of Credit must allow the Village to draw from the Letter of Credit in the event that Owner does not fully reimburse the Village for any costs and expenses incurred by the Village for work performed pursuant to Section 7.B of this Agreement. The Letter of Credit must be provided to the Village prior to the issuance of any permits for the Development, and must be maintained at all times until all Improvements have been approved and, as appropriate, accepted. The Guarantee will be administered pursuant to the Requirements of Law.

2. **Use of Guarantee Funds.** If Owner fails or refuses to remove any partially completed buildings, structures, and Improvements, or to perform Site Restoration, as required pursuant to Section 5.L of this Agreement, and such failure or refusal is an Owner Event of Default, then the Village in its reasonable discretion may draw on and retain all or any of the funds remaining in the Guarantee as necessary to remedy the failure or refusal. The Village thereafter will have the right, subject to an additional 30 days’ notice and opportunity for cure, to cause such Improvements to be completed or corrected, and subject to the terms of the immediately preceding sentence, to reimburse itself from the proceeds of the Letter of Credit for all of its costs and expenses, including legal fees and administrative expenses, resulting from or incurred as a result of Owner’s failure or refusal. If the funds remaining in the Letter of Credit are insufficient to repay fully the Village for all costs and expenses, then Owner must, upon demand of the Village, deposit with the Village any additional funds as the Village determines are necessary, within 30 days after receipt of a request therefor, to fully repay such costs and expenses.
- C. **Reductions in Guarantee.** Concurrent with the approval and, if applicable, acceptance of Improvements in the manner provided in Section 4.F of this Agreement, the Guarantee may be reduced in a manner and in amounts authorized by the Village Manager.
- D. **Maintenance Guarantee.** Immediately after the approval and, if applicable, acceptance by the Village of the Public Improvements pursuant to this Agreement, Owner must post a new guarantee in the amount of 10% of the actual total cost of constructing the Public Improvements on the Property, provided as all cash, or a combination of cash and a letter of credit

(with at least 10% cash), as security for Owner's maintenance of those Public Improvements (each a "**Maintenance Guarantee**"). The Maintenance Guarantee will be held by the Village in escrow until the date that is two years after the approval and, where appropriate, acceptance by the Village of the Public Improvements secured by the Maintenance Guarantee pursuant to this Agreement. If the Village is required to draw on a Maintenance Guarantee by reason of Owner's failure to fulfill its maintenance obligations under Section 4.F.4, then Owner must, within 10 days after receipt of a demand from the Village, cause the Maintenance Guarantee to be increased to its full original amount.

M. Liability and Indemnity. Section 8 of the Development Agreement provides that Chase will fully indemnify and hold the Village harmless from any all claims that may be made against the Village (or any of the Village's staff or elected officials) as a result of the approval of the Development, issuance of any permits, or construction of the Development.

N. Transfer Restrictions. Section 9 of the Development Agreement provides that prior to completion of the Development and the issuance of all of its certificates of occupancy, Chase may not transfer any interest in the Property without the Village's prior approval. Any such approved transfer would be conditioned on the person or entity to which all or part of the Property is being transferred executing a "transferee assumption agreement" (the specific form of which is attached to the Development Agreement as an Exhibit), obligating the transferee to assume all of the obligations of Chase.

Q. Default and Remedies. Sections 11 and 12 of the Development Agreement provide the Village with comprehensive remedies in the event of Chase's breach of the Development Agreement, including the ability of the Village to draw from the performance or guaranty securities to complete unfinished work, secure and restore the Property, require or otherwise provide for the demolition and removal of any partially constructed buildings, structures, or improvements from the Property, and the revocation and termination of the previously approved zoning relief and the Planned Development Ordinance.

ORDINANCE NO. M-08-2024

AN ORDINANCE GRANTING PRELIMINARY APPROVAL OF
A PLANNED DEVELOPMENT, ZONING EXCEPTIONS,
A SPECIAL USE FOR GROUND FLOOR PARKING, SPECIAL USE FINDINGS
FOR FINANCIAL SERVICES USES,
AND A PRELIMINARY PLAT OF CONSOLIDATION
(791 ELM STREET)
(Chase Bank)

WHEREAS, JPMorgan Chase Bank, National Association, a national banking association (**“Owner”**) is the owner of property commonly known as 791 Elm Street (**“Property”**), which Property is legally described in **Exhibit A** attached to this Ordinance; and

WHEREAS, the Property is generally located on the northwest corner of Elm Street and Green Bay Road in Winnetka, and is located in the C-2 General Retail Commercial District, and a portion of the Property is also located in the C-2 Commercial Overlay District; and

WHEREAS, currently located on the Property is an existing two-story commercial building that is currently occupied by the Owner with retail banking on the first floor and corporate offices on the second floor (**“Existing Building”**), as well as a surface parking lot that accommodates approximately 20 vehicles for bank patrons (**“Existing Parking Lot”**); and

WHEREAS, the Owner desires to demolish the Existing Building and Existing Parking Lot and develop on the Property a three-story building (**“Building”**) that includes (i) 8,500 square feet of retail bank and lobby on the ground floor; (ii) 18,000 square feet of corporate offices on the second and third floor levels; and; and (iii) related on-site improvements, including a total of 31 parking spaces (**“Parking Lot”**), with 24 spaces on the lower (underground) level, and seven parking spaces at street level (collectively, **“Proposed Development”**); and

WHEREAS, the Property is required to be developed as a planned development in accordance with Chapter 17.58 (**“Planned Development Regulations”**) of the “Winnetka Zoning Ordinance,” as amended (**“Zoning Code”**); and

WHEREAS, on September 18, 2023, the Owner, with the assistance of Riverside Investment and Development Company, filed an application (**“Application”**) with the Village for: (i) approval of a preliminary plat of consolidation to create one lot of record in accordance with Section 16.12.010 of the “Winnetka Village Code,” as amended (**“Village Code”**); (ii) preliminary approval of a planned development and preliminary development plan (**“Preliminary Development Plan”**); (iii) approval of an exception to Section 17.46.020.B of the Zoning Code to allow for a building height of 51.5 feet, 5 inches and three stories; (iv) approval of an exception to Section 17.46.030 of the Zoning Code to allow for an 11 foot, one ¾ inch front yard setback along Elm Street at the intersection of Green Bay Road and Elm Street; (v) approval of an exception to Section 17.46.030 of the Zoning Code to allow for a corner yard setback of 11 feet, one ¾ inches along Green Bay Road at the intersection of Green Bay Road and Elm Street; (vi) approval of an exception to Section 17.46.030 of the Zoning Code to allow for a rear setback of one foot nine inches; (vii) approval of an exception to Section 17.46.130 of the Zoning Code to allow for no landscape area to be installed along the rear yard; (viii) approval of an exception to Section 17.46.030 of the Zoning Code to allow for a side yard setback greater than zero feet but less than

three feet, from portions of the westerly property line along the public alley; (x) approval of a special use to allow for parking at the street level of the Property; and (xi) approval of certain special use findings for financial services on the Property (collectively, ***“Requested Relief”***); and

WHEREAS, on June 20, 2023, the Village Council conducted the concept plan review for the Preliminary Development Plan; and

WHEREAS, pursuant to proper notice and in accordance with the Zoning Code, the Winnetka Design Review Board considered the Proposed Development at its meetings on October 16, and November 16, 2023; and

WHEREAS, on November 16, 2023, the Design Review Board determined that, as a whole, the proposed Preliminary Development Plan was consistent with the Village of Winnetka Design Guidelines and recommended, by a vote of 4-0, that it be approved by the Village Council subject to certain modifications to the Preliminary Development Plan; and

WHEREAS, pursuant to proper notice and in accordance with the Zoning Code, the Winnetka Planned Development Commission (***“PDC”***) held a public hearing on the Application and the Proposed Development, which public hearing commenced on January 22, 2024, and continued on February 21, 2024; and

WHEREAS, on February 21, 2024, the PDC recommended, by a vote of 7-0, that the Village Council approve the Requested Relief, subject to certain conditions; and

WHEREAS, pursuant to Section 17.50.080 of the Zoning Code, the findings and recommendations of the PDC and the Design Review Board, were submitted to the Village Council, along with the complete records of the two bodies, all supporting materials, and all correspondence and written comments received at any time related to the Application and the Proposed Development; and

WHEREAS, as a condition to adoption of this Ordinance, the Owner must enter into a development agreement with the Village in substantially the form attached to, and by this reference made a part of, this Ordinance as ***Exhibit B (“Development Agreement”)***, which Agreement along with this Ordinance will govern the use and redevelopment of the Property; and

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

WHEREAS, the Village Council has determined that approval of the Requested Relief pursuant to this Ordinance is in the best interest of the Village and its residents;

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

SECTION 1: RECITALS. The foregoing recitals are incorporated into, and made a part of, this Ordinance as the findings of the Village Council.

SECTION 2: ADDITIONAL FINDINGS. The Village Council further finds as follows:

A. Subject to the terms and conditions of this Ordinance, the Preliminary Development Plan is consistent with the Village of Winnetka Comprehensive Plan, *Winnetka Futures 2040*.

B. Subject to the terms and conditions of this Ordinance, the Proposed Development and Preliminary Development Plan comply or will comply with all applicable Village ordinances.

C. Subject to the terms and conditions of this Ordinance, the Proposed Development and Preliminary Development Plan considered both as a whole and in their respective component parts are in conformity or will be in conformity with the Village of Winnetka Design Guidelines.

D. Subject to the terms and conditions of this Ordinance, the Proposed Development and Preliminary Development Plan meet the standards for approval of special use permits, as established in Chapter 17.56 of the Zoning Code.

E. Subject to the terms and conditions of this Ordinance, the exceptions from and modifications to the building height of the Proposed Development, as depicted in the Preliminary Development Plan, meet the standards for modification pursuant to Section 17.46.020(B) of the Zoning Code.

F. Subject to the terms and conditions of this Ordinance, the exceptions from and modifications to the front yard, corner yard, side yard, and rear yard setbacks of the Proposed Development, as depicted in Preliminary Development Plan, meet the standards for modification pursuant to Section 17.46.030 of the Zoning Code.

G. Subject to the terms and conditions of this Ordinance, the Proposed Development and Preliminary Development Plan meet the general purpose and intent of the Planned Development Ordinance, as set out in Section 17.58.020 of the Planned Development Ordinance.

SECTION 3: PRELIMINARY PLANNED DEVELOPMENT APPROVAL. Subject to the terms, conditions, restrictions, and provisions set forth in Sections 9 through 15 of this Ordinance, the Application for preliminary approval of a planned development for the Proposed Development on the Property is hereby granted.

SECTION 4: APPROVAL OF A PRELIMINARY DEVELOPMENT PLAN. Subject to, and contingent upon, the terms, conditions, restrictions, and provisions set forth in Sections 9 through 15 of this Ordinance, the Preliminary Development Plan for the Proposed Development of the Property, shall be, and it is hereby, approved, and shall hereafter consist of the following documents (collectively, *“Preliminary Development Plan”*):

A. The *Floor and Site Plan*, consisting of three sheets, prepared by Gensler with a latest revision date of January 12, 2024, a copy of which is attached to, and by this reference made a part of, this Ordinance as *Exhibit C*;

B. The *Building and Sign Elevations Plan*, consisting of two sheets, prepared by Gensler, with a latest revision date of January 12, 2024, a copy of which is attached to, and by this reference made a part of, this Ordinance as *Exhibit D*;

C. The ***Massing Strategies Plan***, consisting of one sheet, prepared by Gensler, dated August 18, 2023, a copy of which is attached to, and by this reference made a part of, this Ordinance as ***Exhibit E***;

D. The ***Exterior Lighting Plan***, consisting of one sheet, prepared by Gensler, dated of August 18, 2023, a copy of which is attached to, and by this reference made a part of, this Ordinance as ***Exhibit F***;

E. The ***Streetscape Elevations Plan***, consisting of one sheet, prepared by Gensler, dated of August 18, 2023, a copy of which is attached to, and by this reference made a part of, this Ordinance as ***Exhibit G***;

F. The ***Civil Engineering Plans***, consisting of 10 sheets, prepared by Eriksson Engineering Associates, Ltd., with some of the sheets having a latest revision date of January 12, 2024, a copy of which is attached to, and by this reference made a part of, this Ordinance as ***Exhibit H***;

G. The ***Tree Preservation Plan***, consisting of one sheet, prepared by Eriksson Engineering Associates, Ltd., with a latest revision date of October 27, 2023, a copy of which is attached to, and by this reference made a part of, this Ordinance as ***Exhibit I***;

H. The ***Landscape Plan***, consisting of three sheets, prepared by Eriksson Engineering Associates, Ltd., with a latest revision date of December 22, 2023, a copy of which is attached to, and by this reference made a part of, this Ordinance as ***Exhibit J***; and

I. The ***Construction Logistics and Redevelopment Schedule Plan***, consisting of three pages, which is attached to the Development Agreement as ***Exhibit B***, and by this reference made a part of, this Ordinance as ***Exhibit K***.

SECTION 5: APPROVAL OF SPECIAL USE FOR PARKING.

A. **Special Use.** Subject to, and contingent upon, the terms, conditions, restrictions and provisions set forth in Sections 9 through 15 of this Ordinance, the Village Council hereby approves a special use permit to allow for surface parking at the street level of the Proposed Development pursuant to Chapter 17.56 of the Zoning Code and the home rule powers of the Village.

B. **Limitation of Approval.** The approval provided in Section 5.A of this Ordinance shall not be effective unless and until the Owner obtains approval of a Final Development Plan pursuant to Section 17.58.100 of the Zoning Code and the Development Agreement. In the event that the Owner fails to obtain final plan approval for the Property as provided in this Ordinance and the Zoning Code, the approval of the foregoing special use shall become null and void.

C. **Duration.** The approval provided in Section 5.A of this Ordinance shall remain in effect notwithstanding the provisions of Section 17.56.100(A) of the Zoning Code provided Owner is proceeding in accordance with the Construction Logistics and Redevelopment Schedule Plan

attached to this Ordinance as ***Exhibit K***. Any conflicts between the timeframes set forth in Section 17.56.100(A) of the Zoning Code and the timeframes set forth in the Development Agreement, shall be resolved in favor of the latter.

SECTION 6: APPROVAL OF SPECIAL USE FOR FINANCIAL USE.

A. Special Use. Subject to, and contingent upon, the terms and conditions set forth in Section 8 of this Ordinance, the Village Council hereby approves the special use permit to allow the operation of the Financial Use that includes a bank without drive-through facilities by Owner at the Subject Property within the C-2 Commercial Overlay District pursuant to Chapter 17.56 and Section 17.44.020.B of the Zoning Ordinance and the home rule powers of the Village.

B. Limitation of Approval. The approval provided in Section 6.A of this Ordinance shall not be effective unless and until the Owner obtains approval of a Final Development Plan pursuant to Section 17.58.100 of the Zoning Code and the Development Agreement. In the event that Owner fails to obtain final plan approval for the Property as provided in this Ordinance and the Zoning Code, the approval of the foregoing special use shall become null and void.

C. Duration. The approval provided in Section 6.A of this Ordinance shall remain in effect notwithstanding the provisions of Section 17.56.100(A) of the Zoning Code provided Owner is proceeding in accordance with the Construction Logistics and Redevelopment Schedule Plan attached to this Ordinance as ***Exhibit K***. Any conflicts between the timeframes set forth in Section 17.56.100(A) of the Zoning Code and the timeframes set forth in the Development Agreement, shall be resolved in favor of the latter.

SECTION 7: APPROVAL OF PRELIMINARY PLAT OF CONSOLIDATION. Subject to, and contingent upon, the terms, conditions, restrictions and provisions set forth in Sections 9 through 15 of this Ordinance, the Village Council hereby approves the Preliminary Plat of Consolidation for the Property, with a latest revision date of February 26, 2024, a copy of which is attached to, and by this reference made a part of, this Ordinance as ***Exhibit L***, to create one lot of record.

SECTION 8: APPROVAL OF EXCEPTIONS. Subject to, and contingent upon, the terms, conditions, restrictions, and provisions set forth in Sections 9 through 15 of this Ordinance, the following exceptions and modifications from the provisions of the Village Code are preliminary granted:

A. Building Height. An exception from and modification to the 45-foot building height limitation of Subsection 17.46.020(B) of the Zoning Code, to allow for a maximum building height, as measured pursuant to the Zoning Code, of (i) 51 feet, 5 inches for the parapet on the southeast corner of the building; (ii) 50 feet, three inches for the top of the two secondary parapets; and (iii) 46 feet for the top of the parapet between the corner and secondary parapets.

B. Front Yard Setback. An exception from and modification to the front yard setback limitations of Section 17.46.030 of the Zoning Code along Elm Street to increase the front yard setback from three feet to no greater than 11 feet, 1 ¾ inches.

C. **Corner Yard Setback.** An exception from and modification to the corner yard setback limitations of Section 17.46.030 of the Zoning Code along Green Bay Road to increase the corner yard setback from three feet to no greater than 11 feet, 1 ¾ inches.

D. **Side Yard Setback.** An exception from and modification to the side yard setback limitations of Section 17.46.030 of the Zoning Code to allow a side yard setback greater than zero feet, but less than three feet one inch, from portions of the westerly property line along the public alley.

E. **Rear Yard Setback.** An exception from and modification to the rear yard setback limitations of Section 17.46.030 of the Zoning Code to reduce the rear yard setback from ten feet to one foot, nine inches.

F. **Landscape Area.** An exception from and modification to the landscape area limitations of Section 17.46.130 of the Zoning Code to reduce the required landscape area along the rear yard from five feet in depth to zero feet in depth.

G. **Limitation of Approval.** The foregoing exceptions and modifications shall not be effective unless and until the Owner obtains approval of a Final Development Plan pursuant to Section 17.58.100 of the Zoning Code and the Development Agreement. In the event that the Owner fails to obtain approval of a Final Development Plan as provided in this Ordinance, the Development Agreement, and the Zoning Code, the approval of the foregoing exceptions and modifications shall become null and void. Nothing in this Ordinance shall be construed either as granting preliminary or final approval of any zoning variance or as granting any preliminary or final zoning exception, zoning modification or special use other than those specifically identified in this Ordinance.

SECTION 9: CONDITIONS. Notwithstanding any use or development right that may be applicable or available pursuant to the provisions of the Village Code or the Zoning Code, or any other rights the Owner, individually or collectively, may have, the preliminary approvals granted in Sections Three, Four, Five, Six, Seven, and Eight of this Ordinance shall be, and they are hereby, expressly subject to and contingent upon the redevelopment, use, and maintenance of the Property in compliance with each and all of the conditions set forth in this Section:

A. **Development Agreement.** Within 30 days after the adoption of this Ordinance, the Owner shall enter into the Development Agreement substantially in conformance with Exhibit B and in a final form approved by the Village Attorney.

B. **Standard Conditions.**

1. **Compliance with Regulations.** The redevelopment, use, operation, and maintenance of the Property shall comply with all applicable Village codes and ordinances, as the same have been or may be amended from time to time, except to the extent specifically provided otherwise in this Ordinance or the Development Agreement.

2. **Compliance with the Final Development Plan.** Within 180 days of the effective date of this Ordinance, the Owner shall work diligently and do all work necessary to apply for and produce a Final Development Plan, which shall be in substantial conformance with the Preliminary Development Plan and otherwise comply with the provisions of Section 17.58.090

of the Zoning Code. The Final Development Plan shall be approved by ordinance pursuant to Section 17.58.100 of the Zoning Code prior to issuance of any demolition or building permits for any development on the Property. The redevelopment, use, operation, and maintenance of the Property shall comply with the Final Development Plan except for minor changes and site work approved in accordance with all applicable Village ordinances and standards.

C. Single Phase Development. The construction of the Proposed Development shall take place in one continuous phase.

D. Parking. The Owner shall construct and provide 31 parking spaces consisting of (i) 24 parking spaces located underground in the Building and (ii) seven surface parking spaces. Two of the parking spaces located on the surface level will be designated as ADA parking and one parking space located underground will include an EV charging station that is available for use by the Owner's customers and clients, all as specifically provided in the Preliminary Development Plan.

1. The surface area parking lot will include signage that establishes a 30-minute time limit for those parking spaces.
2. Parking indicators will be installed at the entrance to the lower-level (underground) parking garage, which will display the current vacancy and availability at the garage entrance.

E. Vehicular Ingress and Egress. The Owner shall ensure that all ingress and egress from the Proposed Development, including the parking lots, as depicted on the Floor and Site Plan, have adequate turning radiuses for vehicular use, including delivery trucks and refuse collection trucks, and provide for adequate sightlines and access and which shall be fully depicted in engineering plans submitted and approved as part of the Final Development Plan.

F. Installation of Signage. The installation, construction, location, and maintenance of all signage on the Property shall be governed by Chapter 15.60 of the Village Code.

G. Existing Streetscape Lights, Furnishings, Trees, and Landscaping. The Owner shall create a Preservation Plan that identifies any existing streetscape lights, furnishings, trees and landscaping that are to be preserved or relocated during the construction of the Proposed Development and describes and depicts how such improvements will be preserved, or replaced or relocated, as a result of such construction. The Preservation Plan required by this Subsection shall be submitted to the Village and approved as part of the Final PD Ordinance (as defined in the Development Agreement) ("***Final PD Ordinance***").

H. Building Materials and Design Elements. The building materials and design elements shall be as described and depicted on the Building and the Sign Elevations Plan and the Massing Strategies Plan.

I. New Streetscape Lights, Furnishings, Trees and Landscaping. The Owner, in accordance with the Development Agreement, shall install the new streetscape lights, furnishings, trees and landscaping depicted on the Landscape Plan and Exterior Lighting Plan, including specifically the landscaping depicted on such plans as lying within the Elm Street and Green Bay Road rights-of-way, which improvements shall include the following:

1. Two Sternberg pedestrian light fixtures along Green Bay Road, consistent with the Village's streetscape plan;
2. A small landscaping bed at the northeast corner of the Property consisting of deciduous shrubs and ornamental grasses, including an 18-inch ornamental fence surrounding the landscape bed;
3. Additional landscaping within the existing bump-outs on Elm Street; and
4. A planter at the corner of Elm Street and Green Bay Road that contains low growing perennials.

J. Fencing. The Owner shall install a 6-foot tall solid wood fence along the north property line and a 6-foot tall ornamental metal fence to screen the pad-mounted transformer and the trash and recycling containers located on the northwest corner of the Property in the manner depicted on the Landscape Plan.

K. Site Utilities. As further provided and required pursuant to the Development Agreement and in the final engineering plans to be included in the Final Development Plan, the Owner shall provide, at its sole cost and expense, for the extension, installation and connection of all public and private utility facilities necessary to serve the Proposed Development, including specifically, without limitation (a) water service connections and meters, fire hydrants and standpipes, electric service connections and individual service lines, electric meters and transformers, sanitary sewer lines and storm sewer lines; (b) all applicable service and connection fees; and (c) any upgrades to Village utility systems that the Village determines is directly attributable and reasonably necessary to provide adequate utility service to the Proposed Development. Where utility service is provided by the Village, the Village shall retain all authority and discretion, pursuant to applicable State law and the Winnetka Village Code, to determine the nature and extent of the utility facilities necessary to serve the Proposed Development and to determine the methods of construction.

L. Easement Agreement. The Owner must execute an easement agreement with the Village to allow for the location of a new electrical transformer ("***New Transformer***") on the Property in substantially the same form as set forth in ***Exhibit M***, except for minor changes approved by the Village Attorney ("***Easement Agreement***"). The easement agreement must also allow other potential nearby redevelopment sites in the future to tie into either the proposed transformer or an upgraded transformer in that location. The Easement Agreement must be executed by the Owner and recorded against the Property prior to the issuance of any demolition and building permits for the Property.

M. Electrical Power Cables. The Proposed Development will require the removal of the on-site underground electrical power cables which presently serve the Existing Building. When it proceeds with the construction of the Proposed Development, the Owner, at its sole cost, will remove such electrical power cables in a manner approved by the Director of Water and Electric.

N. Purchase of New Transformer. As part of the public benefit for the approval of the Preliminary Development Plan, the Owner, pursuant to a separate agreement entered into by the Village and the Owner, shall pay 100 percent of the estimated \$62,642 cost the Village will

incur in purchasing the New Transformer, notwithstanding the fact that it may ultimately serve the other nearby redevelopment sites mentioned above.

O. Use and Maintenance of the Property. To assure that the public health, safety, and general welfare are protected during construction of the Proposed Development and specifically pending and during the demolition and redevelopment of the Existing Building and Existing Parking Lot on the Property, the following minimum standards set forth in Village Code Sections 15.32.150 and 15.48, for the use and maintenance of the Property shall apply:

1. Prior to demolition, the Owner shall maintain the current conditions of the Property or any of the Existing Building and Existing Parking Lot on the Property and shall promptly make all necessary repairs should the Existing Building or Property fall into further disrepair. The Owner shall also maintain the Existing Building and the Property in a safe and proper condition and in good repair.
2. As used in this subsection, “proper” shall mean:
 - a. That the Owner shall use commercially reasonable efforts, as determined by the Director of Community Development, under the supervision of the Village Manager, to ensure (i) that exterior enclosures (exterior walls, windows, doors, etc.) are adequately maintained, watertight and in good operating condition; (ii) that roofing systems are adequately maintained and do not become less watertight; (iii) that fire sprinkler system and fire alarm system are maintained in good repair and remain functional at all times; (iv) that parking areas are kept clean; and (v) that structural systems are maintained in good repair, with any indication of structural deterioration promptly and safely repaired;
 - b. That the Owner shall use its best efforts, as determined by the Director of Community Development, under the supervision of the Village Manager, to ensure (i) that any damage from vandals, including graffiti, are promptly removed; (ii) that any debris and accumulations of dirt are promptly removed; (iii) that salt or similar de-icers are applied to pedestrian walkways, vehicular driveways and parking areas to protect against the accumulation of snow and ice; and (iv) that accumulations of snow and ice on such areas be promptly and safely removed; and
 - c. That the Owner shall promptly replace any cracked or broken windows within seven days, unless otherwise approved by the Director of Community Development.
3. All materials used in maintaining and repairing the Property and the Existing Buildings shall be of equal or better quality than the existing materials.

P. Taxes and Utilities. The Owner shall pay all taxes and utility fees as and when due and shall provide proof that the Property is free of utility, tax or other liens as a condition for final planned development approval and as a condition for the issuance of any permits.

Q. Term of Building Permit. The building permit issued for the construction of the Proposed Development shall be in effect for a term of 24 months from the date of issuance.

R. Binding Effect; Non-Transferability. The privileges, obligations, and provisions of each and every section and requirement of this Ordinance are for and shall insure solely to the benefit of the Owner, and are and shall be binding on the Owner, upon any and all of the Owner's successors, and assigns, and upon any and all of the respective successor legal and or beneficial owners of all or any portion of the Property, except as otherwise expressly provided in this Ordinance or in the Development Agreement. Nothing in this Ordinance shall be deemed to allow the Owner to transfer any of the rights or interests granted herein to any other person or entity, except as provided in the Development Agreement, without the prior approval of the Village Council by a duly adopted amendment to this Ordinance.

S. No Third-Party Beneficiaries. Nothing in this Ordinance shall create, or shall be construed or interpreted to create, any third-party beneficiary rights.

SECTION 10: FAILURE TO COMPLY WITH CONDITIONS. Upon failure or refusal of the Owner, or any of its officers, employees, or agents, to comply with any or all of the conditions, restrictions, or provisions of this Ordinance, the ordinance approving the Final Development Plan, or the Development Agreement (collectively, "***Final Approval Documents***"), the permits and approvals granted in the Final Approval Documents shall, at the sole discretion of the Village Council, by ordinance duly adopted, be revoked and become null and void, including this Ordinance and the ordinance approving the Final Development Plan. In the event of revocation, the development and use of the Property shall be governed solely by the regulations of the C-2 General Retail Commercial and C-2 Overlay Districts, as the same may, from time to time, be amended. Further, in the event of a revocation of the permits or approvals granted pursuant to the Final Approval Documents, the Village Manager and Village Attorney are hereby authorized and directed to bring any zoning or other enforcement action that may be appropriate under the circumstances.

SECTION 11: PAYMENT OF VILLAGE FEES AND COSTS. Except as otherwise provided in the Development Agreement, the Owner shall pay to the Village, as and when due, all application, review, inspection, and permit fees, all water and sewer general and special connection fees, tap-on fees, charges and contributions, and all other fees, expenses, charges and contributions required by applicable Village codes, ordinances, resolutions, rules or regulations, including, without limitation, the fees, charges and contributions provided in the fee schedules set by Village resolution or established by Village Code. All payments shall be at the rates that are in effect at the time the charge is incurred, and the Village reserves its right and discretion to establish or increase rates from time to time.

SECTION 12: NON-INTERFERENCE WITH BUSINESSES. All construction activities for the Proposed Development shall be performed so as to minimize, to the greatest extent possible, or eliminate interruption of or interference with the businesses on adjacent properties, and any interference with pedestrian and vehicular traffic, including parking, and other businesses in the vicinity of the Property.

SECTION 13: EFFECT OF PRELIMINARY APPROVAL; FINAL PLAN APPROVAL.

A. Duration of Preliminary Approval. Notwithstanding Subsection 17.58.090 (B) of the Zoning Code, the Preliminary Development Plan approval granted by this Ordinance shall expire if Owner fails to file a complete application and related documents for final plan approval as provided in Subsections 17.58.090 (A) and (C) of the Zoning Code, as and when it is required to do so pursuant to Section 3(A) of the Development Agreement.

B. Final Plan Approval. Except as otherwise provided in Subsection A of this Section, the Owner shall submit its application for Final Development Plan approval for the Proposed Development as required by Chapters 17.56 and 17.58 of the Zoning Code. If the Village Council finds that the proposed Final Development Plan is in substantial conformity with the Preliminary Development Plan and is otherwise in compliance with all of the terms, conditions and exceptions of this Ordinance and the Development Agreement, and if the Owner is in full compliance with the terms, conditions and exceptions of this Ordinance and the Development Agreement, then the Owner shall be entitled to receive approval of the Final Development Plan from the Village Council. Notwithstanding the foregoing, the Village Council shall have and retain the discretion to incorporate all of the conditions of this Ordinance into the grant of Final Development Plan approval and to impose additional conditions for Final Development Approval, provided the Village Council finds one or more of the following circumstances exist:

1. The proposed Final Development Plan contains material changes from the Preliminary Development Plan and such conditions are related to such changes;
2. Such conditions are related to Village staff recommendations arising from the review of the documents and information submitted as part of the application for Final Development Plan pursuant to Section 17.58.090 of the Zoning Code;
3. Such conditions are related to details of the building design or materials that were not part of the Preliminary Development Plan; or
4. Such conditions are related to changes in or on the immediate vicinity of the Property subsequent to the adoption of this Ordinance and are necessary to protect the public health, safety and welfare.

C. Duration of Final Development Plan Approval. Except as provided in Subsection D of this Section, approval of the Final Development shall expire 90 days from the effective date of the Final PD Ordinance unless the Owner has, by that date, submitted a complete application for a building permit for the Proposed Development pursuant to the Village Code.

D. Extension of Final Approval. The Village Council by resolution duly adopted may grant two consecutive 90-day extensions to the time for filing a complete building permit application for the Proposed Development, provided the Village determines the Owner has met the following conditions:

1. The Owner has made good faith effort to meet the applicable filing deadline;

2. The inability of the Owner to meet the applicable filing deadline is due to circumstances beyond the Owner's control, provided that the financial condition of the Owner shall not be considered a condition beyond the Owner's control; and
3. The Owner is in full compliance with all other applicable development requirements, including the terms of the Final Approval Documents.

E. Construction. The Owner shall commence construction, beyond mere fencing and preparation of the worksite, of the Proposed Development within 60 days after the issuance by the Village of a building permit for the Proposed Development. The construction of the Proposed Development shall be substantially complete no later than 24 months after the issuance by the Village of the building permit for the Proposed Development.

F. No Work Authorization. Nothing in this Ordinance shall be construed as authorizing the issuance of any permits for the demolition of any of the Existing Buildings on Property or for the construction of the Proposed Development.

SECTION 14: HOME RULE POWERS. This Ordinance is passed by the Council of the Village of Winnetka in the exercise of its home rule powers pursuant to Section 6 of Article VII of the Illinois Constitution of 1970.

SECTION 15: EFFECTIVE DATE.

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

1. passage by the Village Council of the Village of Winnetka in the manner required by law;
2. publication in pamphlet form in the manner required by law; and
3. the filing by the Owner, within 10 days after the passage of this Ordinance by the Village Council, for recording in the Office of the Cook County Recorder of Deeds, of an Unconditional Agreement and Consent, signed by Owner, to accept and abide by each and all of the terms, conditions, and limitations set forth in this Ordinance. The Unconditional Agreement and Consent shall be in the form of ***Exhibit N*** attached to, and by this reference made a part of, this Ordinance.

B. In the event that the Owner does not file with the Village Clerk a fully executed copy of the Unconditional Agreement and Consent required pursuant to Paragraph 15.A.3 of this Ordinance within 10 days after the date of passage of this Ordinance by the Village Council then, at the option of the Village Council by resolution duly adopted, this Ordinance shall be of no force or effect and shall be rendered null and void.

PASSED this 4 day of June, 2024, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this ____ day of June, 2024.

Signed:

Village President

Countersigned:

Village Clerk

Published by authority of the
President and Village Council of
the Village of Winnetka, Illinois,
this ____ day of June, 2024.

Introduced: June 4, 2024

Passed and Approved: _____, 2024

EXHIBIT A

Legal Description of Property

LOTS 1, 2, 3, 4 AND 5 IN DALE AND OTHER SUBDIVISION OF BLOCK 14 IN WINNETKA IN THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF WINNETKA, IN COOK COUNTY, ILLINOIS.

PIN: 05-20-208-018-0000

EXHIBIT B

Development Agreement (not including its exhibits)

(See Attached Exhibit B)

Upon adoption of Ordinance, the Development Agreement to be inserted.

For copy of Development Agreement see Resolution No. R-54-2024

EXHIBIT C

Floor and Site Plan

(See Attached Exhibit C)



Sheet Number	Sheet Name
PPR1.100	SITE PLAN
PPR1.101	FLOOR PLANS
PPR1.102	FLOOR PLANS
PPR1.103	ROOF PLAN
PPR1.201	EXTERIOR LIGHTING PLANS
PPR2.100	MASSING STRATEGIES
PPR2.101	BUILDING ELEVATIONS
PPR2.102	BUILDING ELEVATIONS AND SIGN ELEVATIONS
PPR2.103	BUILDING CROSS SECTIONS
PPR2.300	SHADOW STUDY
PPR2.301	STREETSCAPE ELEVATIONS
PPR2.401	BUILDING RENDERINGS

<u>DEVELOPMENT SUMMARY</u>	
SITE AREA:	17,002 SQ = 0.39 ACRES.
TOTAL SF:	34,800 SF
LEVEL 01:	10,400 SF
LEVEL 02:	12,200 SF
LEVEL 03:	12,200 SF
BASEMENT:	16,600 SF
TOTAL PARKING:	31
SURFACE PARKING:	7
BELOW-GRADE PARKING:	24

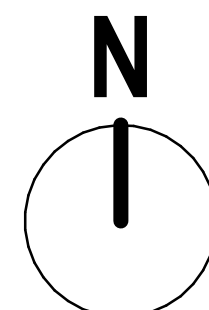
EXCEPTIONS REQUIRED:

- EXCEPTION TO REDUCE THE MINIMUM REQUIRED REAR YARD SETBACK (NORTH PROPERTY LINE) OF 10 FEET TO ALLOW A PARKING STRUCTURE IN THE REAR YARD
- EXCEPTION TO ALLOW THE BUILDING TO BE SETBACK MORE THAN 3 FEET FROM THE SOUTH AND EAST PROPERTY LINES AT THE SOUTHEAST CORNER
- EXCEPTION TO ALLOW THE BUILDING TO BE SETBACK BETWEEN 0 TO 3 FEET ALONG WEST PROPERTY LINE, DUE TO WEST PROPERTY LINE IS NOT PERPENDICULAR TO SOUTH PROPERTY LINE, AND WEST PROPERTY LINE IS NOT A PARALLEL TO EAST PROPERTY LINE
- EXCEPTION TO REDUCE THE MINIMUM REQUIRED LANDSCAPING AREA OF AT LEAST 5 FEET DEEP ALONG THE REAR PROPERTY LINE.
- EXCEPTION TO EXCEED HEIGHT LIMIT AT CORNER.

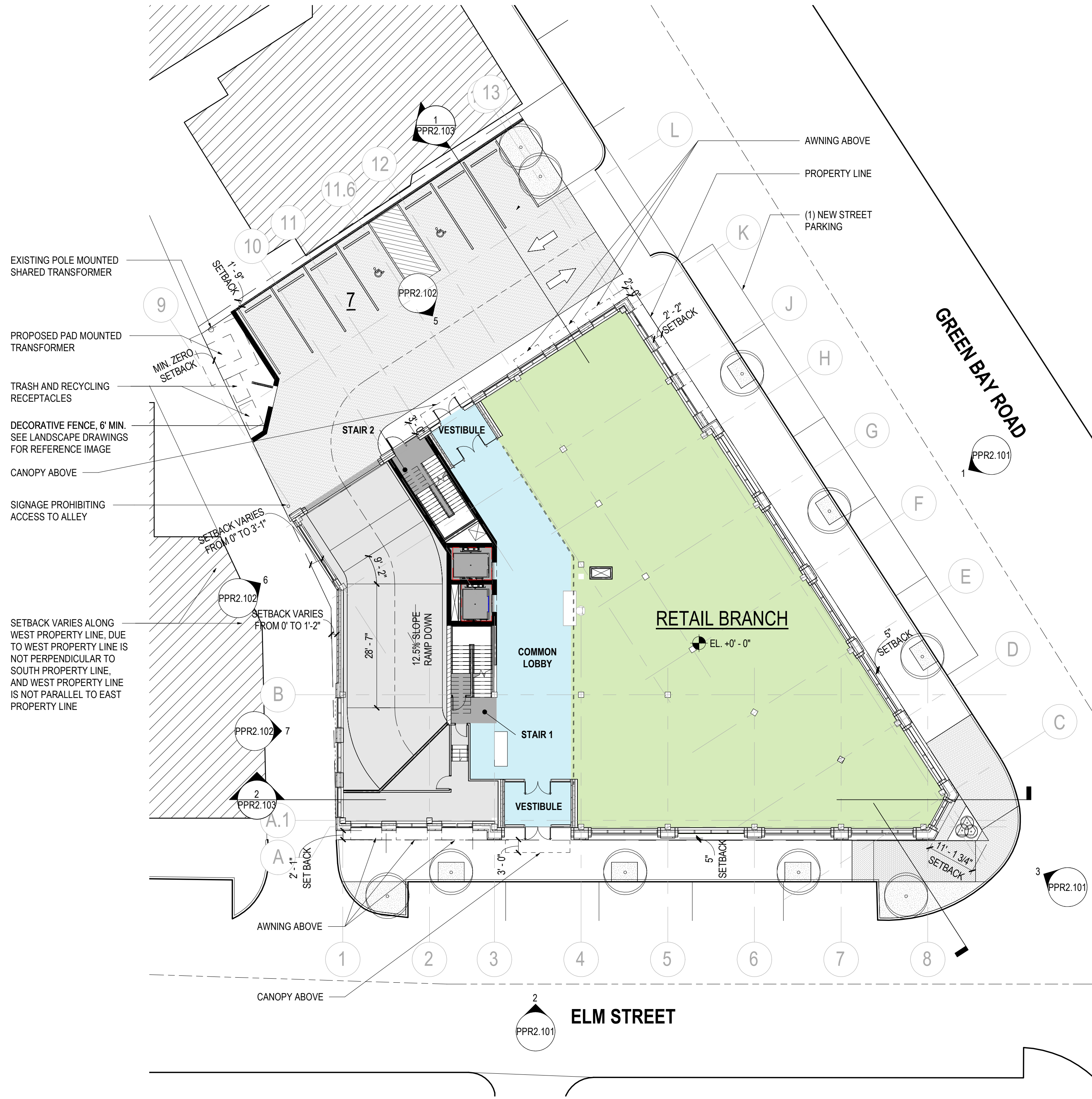
SPECIAL USE REQUIRED:

- RETAIL BANK
- PARKING AT STREET LEVEL

1 SITE PLAN



PPR1.100

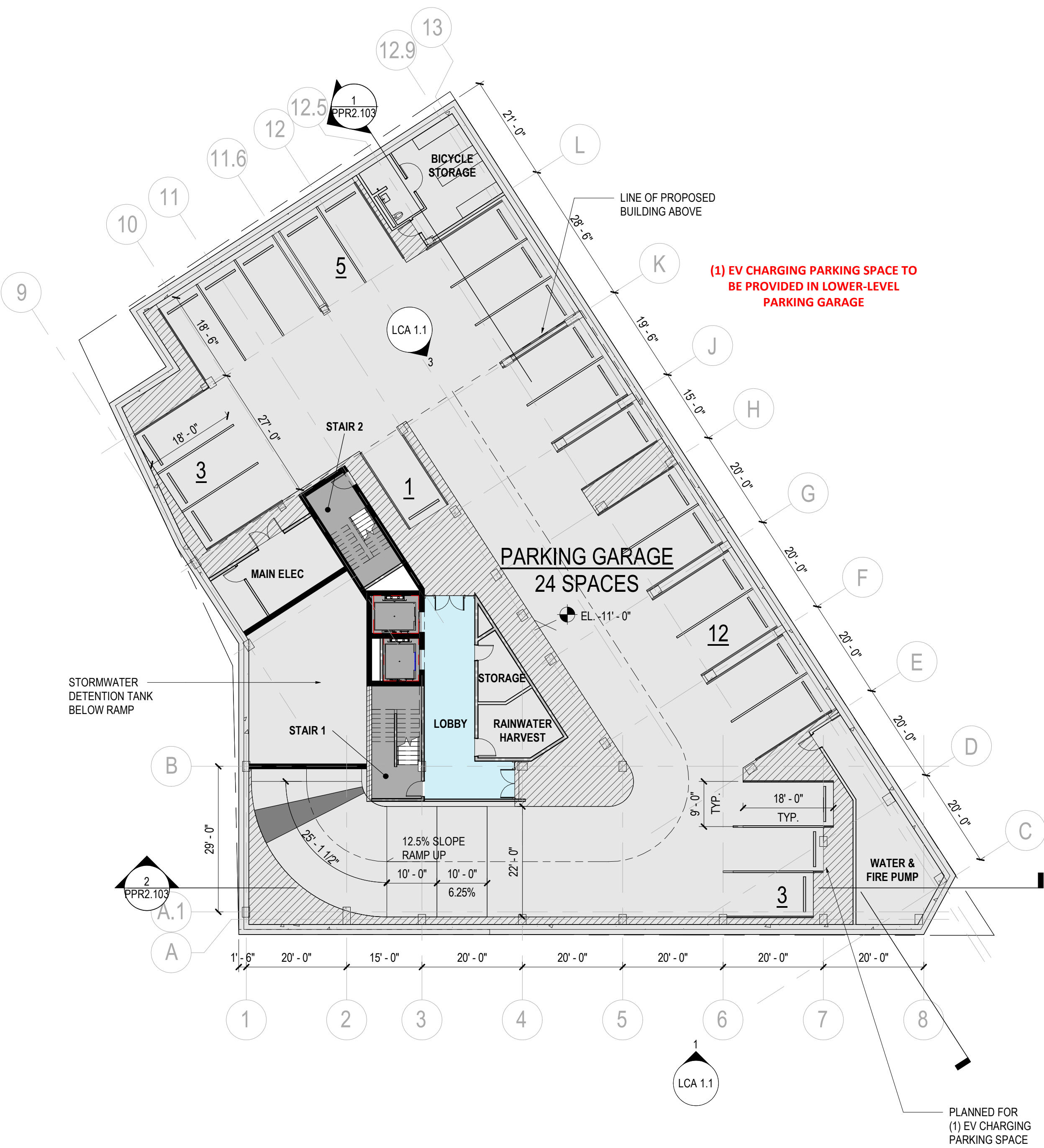


GSF: 10,400 SF
Floor Area calculated for parking*: 5,000 SF (Appendix A)

1 FLOOR PLAN / SITE PLAN - LEVEL 01
SCALE: 1/16" = 1'-0"

DEVELOPMENT SUMMARY	
SITE AREA:	17,002 SQ = 0.39 ACRE.
TOTAL SF:	34,800 SF
LEVEL 01:	10,400 SF
LEVEL 02:	12,200 SF
LEVEL 03:	12,200 SF
BASEMENT:	16,600 SF
TOTAL PARKING:	31
SURFACE PARKING:	7
BELOW-GRADE PARKING:	24

- EXCEPTIONS REQUIRED:**
- EXCEPTION TO REDUCE THE MINIMUM REQUIRED REAR YARD SETBACK (NORTH PROPERTY LINE) OF 10 FEET TO ALLOW A PARKING STRUCTURE IN THE REAR YARD
 - EXCEPTION TO ALLOW THE BUILDING TO BE SETBACK MORE THAN 3 FEET FROM THE SOUTH AND EAST PROPERTY LINES AT THE SOUTHEAST CORNER
 - EXCEPTION TO ALLOW THE BUILDING TO BE SETBACK BETWEEN 0 TO 3 FEET ALONG WEST PROPERTY LINE, DUE TO WEST PROPERTY LINE IS NOT PERPENDICULAR TO SOUTH PROPERTY LINE, AND WEST PROPERTY LINE IS NOT PARALLEL TO EAST PROPERTY LINE
 - EXCEPTION TO REDUCE THE MINIMUM REQUIRED LANDSCAPING AREA OF AT LEAST 5 FEET DEEP ALONG THE REAR PROPERTY LINE.
 - EXCEPTION TO EXCEED HEIGHT LIMIT AT CORNER.
- SPECIAL USE REQUIRED:**
- RETAIL BANK
 - PARKING AT STREET LEVEL



GSF: 16,600 SF
Floor Area calculated for parking*: 0 SF (Appendix A)

2 FLOOR PLAN - LOWER LEVEL 01
SCALE: 1/16" = 1'-0"

Note:
* Floor Area calculated for parking purposes follows zoning ordinance **section 17.64.110.F.3.** "the gross floor area shall be measured from the interior faces of the exterior walls, excluding areas used for the storage of merchandise or materials, mechanical equipment rooms, rest rooms, common area elements, including without limitation hallways, and areas used for off-street parking and loading and related aisles, ramps and maneuvering space." Refer to Appendix A for detailed calculation.

JPMORGAN CHASE & CO.
791 Elm St, Winnetka, IL 60093

Gensler
11 East Madison Street
Suite 300
Chicago, IL 60602
United States
Tel 312.456.0123
Fax 312.456.0124

Date	Description
08/18/2023	Issued For Village PD
10/27/2023	1st Revision For Village PD
12/22/2023	2nd Revision For Village PD
01/12/2024	3rd Revision For Village PD

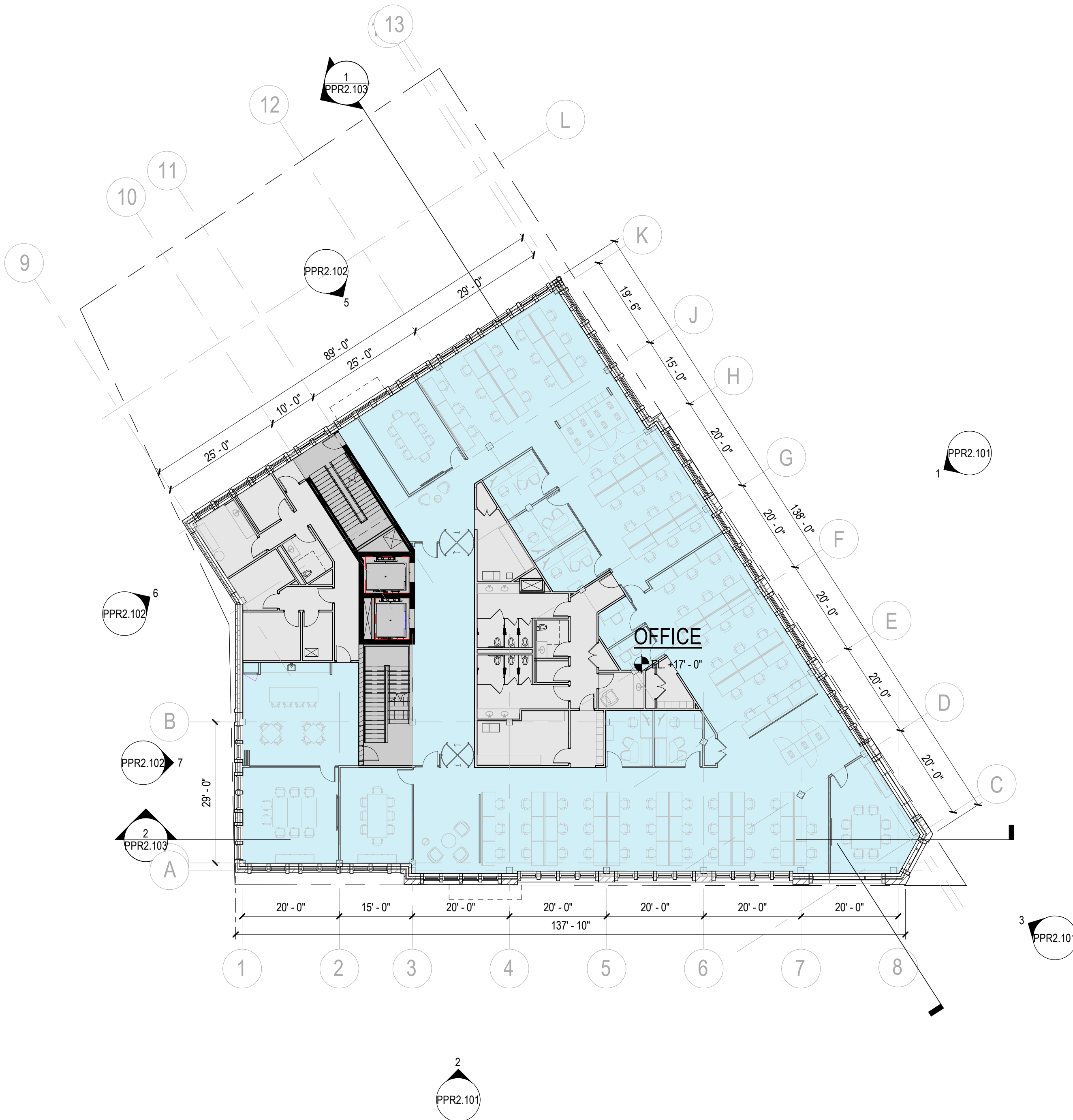
Seal / Signature

**NOT FOR
CONSTRUCTION**

Project Name
JPMorgan Chase Private Bank, Winnetka
Project Number
21.1062.000
Description
FLOOR PLANS

Scale
As indicated

PPR1.101



GSF: 12,200 SF
Floor Area calculated for parking*: 5,700 SF (Appendix A)

1 FLOOR PLAN - LEVEL 02

SCALE: 1/16" = 1'-0"

DEVELOPMENT SUMMARY

SITE AREA: 17,002 SQ = 0.39 ACRE.

TOTAL SF: 34,800 SF

LEVEL 01: 10,400 SF
LEVEL 02: 12,200 SF
LEVEL 03: 12,200 SF
BASEMENT: 16,600 SF

TOTAL PARKING: 31
SURFACE PARKING: 7
BELOW-GRADE PARKING: 24

EXCEPTIONS REQUIRED:

- EXCEPTION TO REDUCE THE MINIMUM REQUIRED REAR YARD SETBACK (NORTH PROPERTY LINE) OF 10 FEET TO ALLOW A PARKING STRUCTURE IN THE REAR YARD
- EXCEPTION TO ALLOW THE BUILDING TO BE SETBACK MORE THAN 3 FEET FROM THE SOUTH AND EAST PROPERTY LINES AT THE SOUTHEAST CORNER
- EXCEPTION TO ALLOW THE BUILDING TO BE SETBACK BETWEEN 0 TO 3 FEET ALONG WEST PROPERTY LINE, DUE TO WEST PROPERTY LINE IS NOT PERPENDICULAR TO SOUTH PROPERTY LINE, AND WEST PROPERTY LINE IS NOT PARALLEL TO EAST PROPERTY LINE.
- EXCEPTION TO REDUCE THE MINIMUM REQUIRED REAR YARD SETBACK TO 5 FEET ALONG THE REAR PROPERTY LINE.
- EXCEPTION TO EXCEED HEIGHT LIMIT AT CORNER.

SPECIAL USE REQUIRED:

- RETAIL BANK
- PARKING AT STREET LEVEL



GSF: 12,200 SF
Floor Area calculated for parking*: 4,700 SF (Appendix A)

2 FLOOR PLAN - LEVEL 03

SCALE: 1/16" = 1'-0"

Note:

* Floor Area calculated for parking purposes follows zoning ordinance **section 17.64.110.F.3.** "the gross floor area shall be measured from the interior faces of the exterior walls, excluding areas used for the storage of merchandise or materials, mechanical equipment rooms, rest rooms, common area elements, including without limitation hallways, and areas used for off-street parking and loading and related aisles, ramps and maneuvering space." Refer to Appendix A for detailed calculation.

JPMORGAN CHASE & CO.

791 Elm St, Winnetka, IL 60093

Gensler

11 East Madison Street
Suite 300
Chicago, IL 60602
United States

Tel 312.456.0123
Fax 312.456.0124

Date	Description
08/18/2023	Issued For Village PD
01/12/2024	3rd Revision For Village PD

Seal / Signature

**NOT FOR
CONSTRUCTION**

Project Name

JPMorgan Chase Private Bank,
Winnetka

Project Number

21.1062.000

Description

FLOOR PLANS

Scale

As indicated

PPR1.102

EXHIBIT D

Building and Sign Elevations Plan

(See Attached Exhibit D)



1 ELEVATION - GREEN BAY RD
SCALE: 1/8" = 1'-0"

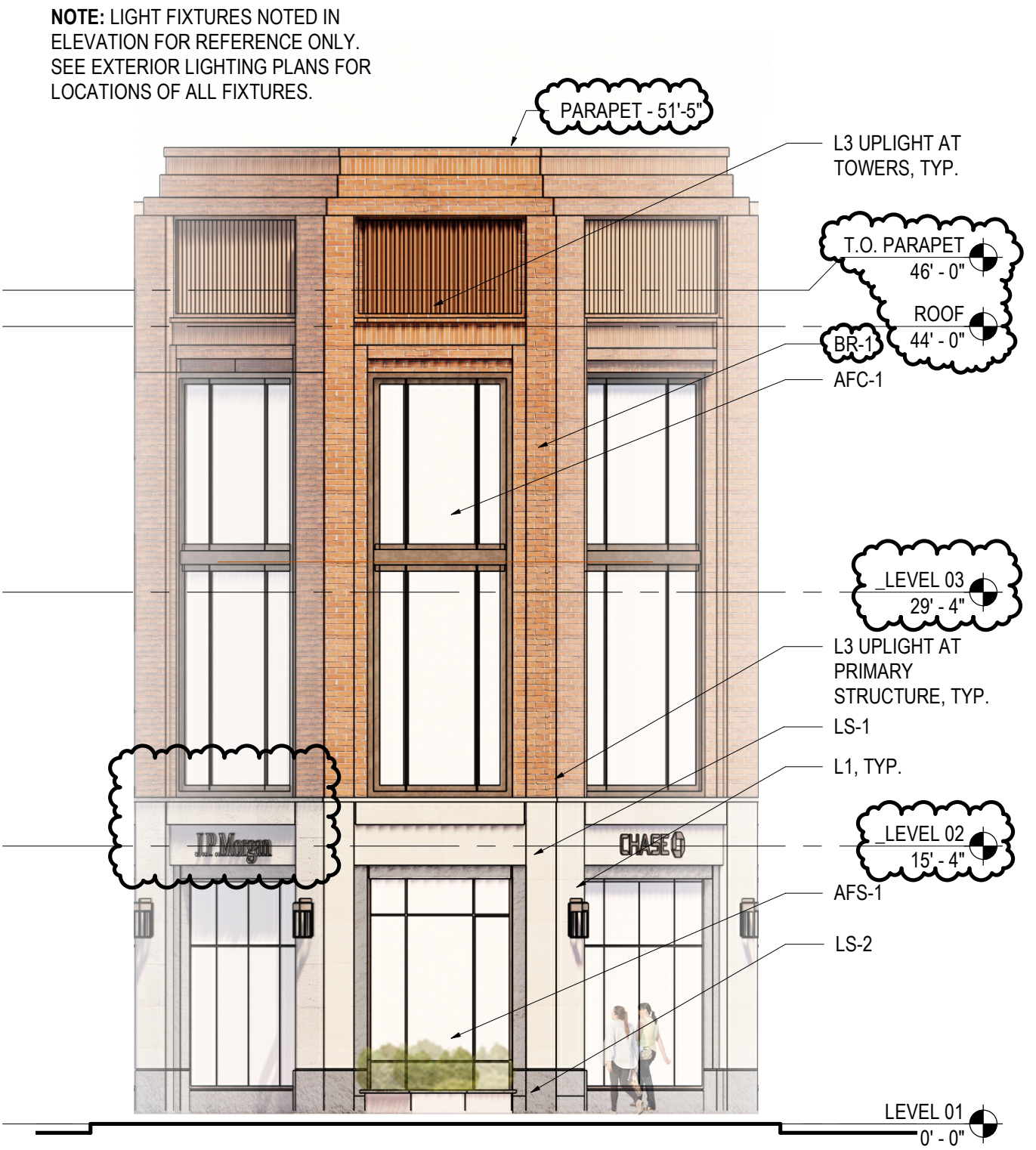
EXTERIOR MATERIAL SCHEDULE			
TAG	DESCRIPTION	COLOR	MANUFACTURER
AFS-1	ALUMINUM-FRAMED STOREFRONT	DARK BRONZE	KAWNEER OR EQ.
AFC-1	ALUMINUM-FRAMED CURTAIN WALL	DARK BRONZE	KAWNEER OR EQ.
WN-1	ALUMINUM-FRAMED WINDOW	DARK BRONZE	KAWNEER OR EQ.
LVR-1	LOUVER	ADOBE TO MATCH TC-1	CONSTRUCTION SPECIALTIES OR EQ.
LVR-2	ALUMINUM-FRAMED CURTAIN WALL	GRAY TO MATCH LS-1	CONSTRUCTION SPECIALTIES OR EQ.
BR-1	BRICK	REVERE BLEND	THE BELDEN BRICK COMPANY
LS-1	ANCHORED LIMESTONE CLADDING	LIGHT BUFF, SMOOTH	POLYCOR
LS-2	ANCHORED LIMESTONE CLADDING	LIGHT BUFF, CHISELED	POLYCOR
MTL-1	FORMED METAL CLADDING	DARK BRONZE	PURE FREEFORM
MTL-2	FORMED METAL CLADDING	NEUTRAL GRAY	PURE FREEFORM



EXTERIOR MATERIALS
SCALE: 12" = 1'-0"



2 ELEVATION - ELM STREET
SCALE: 1/8" = 1'-0"



3 ELEVATION - SOUTHEAST CORNER
SCALE: 1/8" = 1'-0"

JPMORGAN CHASE & CO.

791 Elm St, Winnetka, IL 60093

Gensler

11 East Madison Street
Suite 300
Chicago, IL 60602
United States

Tel 312.456.0123
Fax 312.456.0124

Date	Description
1 08/18/2023	Issued For Village PD
2 10/27/2023	Revision for Village PD

Seal / Signature

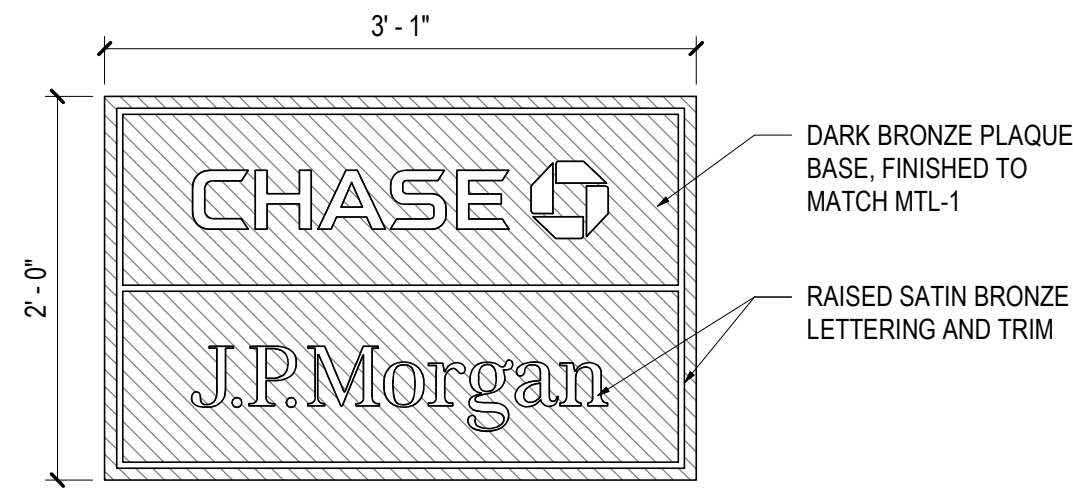
NOT FOR
CONSTRUCTION

Project Name	JPMorgan Chase Private Bank, Winnetka
Project Number	21.1062.000
Description	BUILDING ELEVATIONS

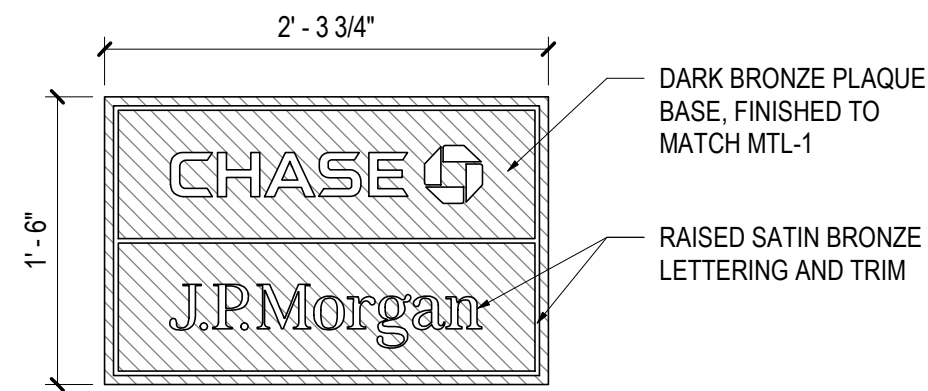
Scale
As indicated

PPR2.101

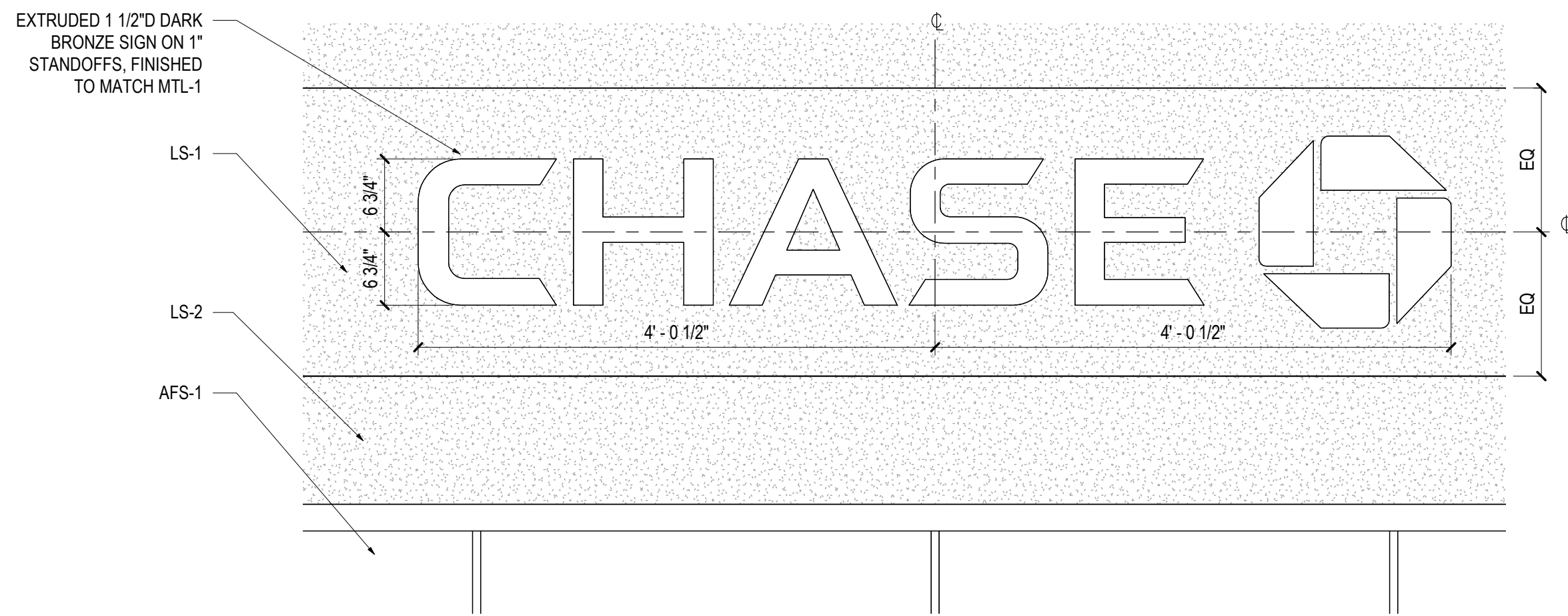
1/10/2024 4:07:32 PM Autodesk Docs//10211022.000...JPMC Winnetka\\WIN-GEN-XXX-304-A-0001.rvt



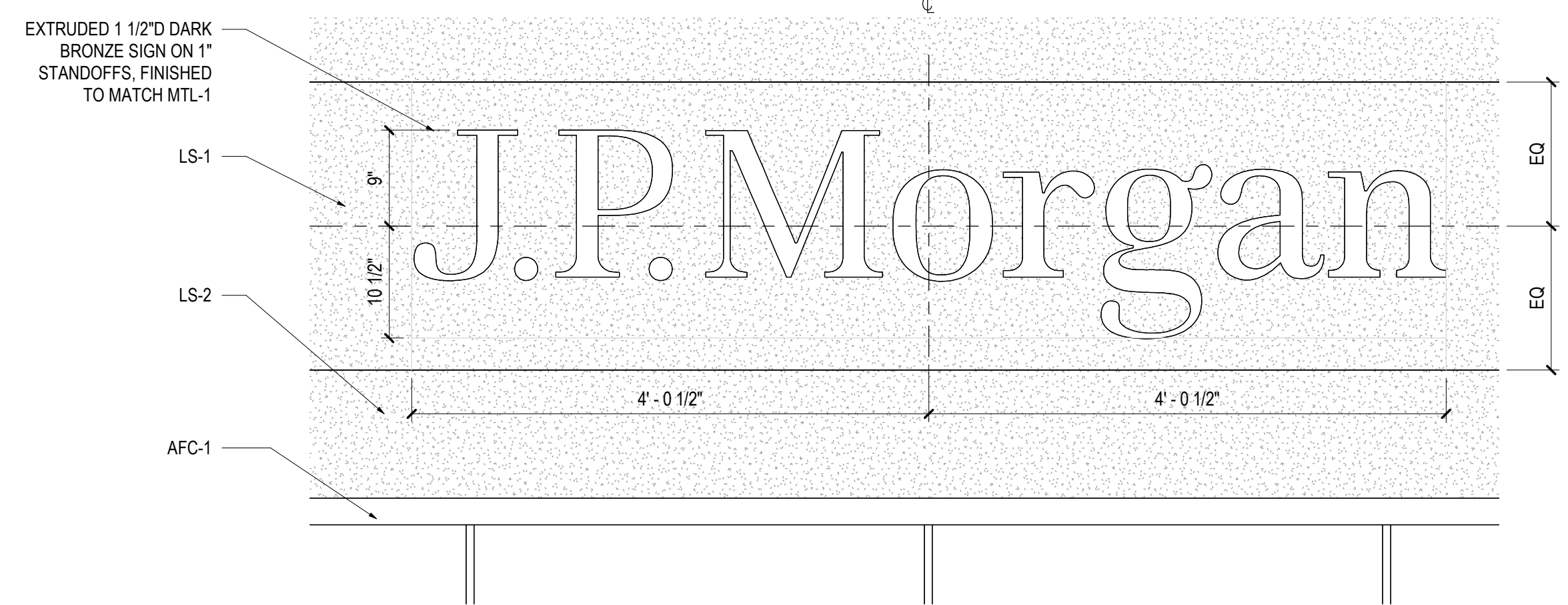
1 DETAIL - SIGNAGE - SOUTH ENTRY PLAQUE
SCALE: 1" = 1'-0"



3 DETAIL - SIGNAGE - NORTH ENTRY PLAQUE
SCALE: 1" = 1'-0"



2 SIGN ELEVATION - GREEN BAY RD
SCALE: 1" = 1'-0"



4 SIGN ELEVATION - ELM STREET
SCALE: 1" = 1'-0"

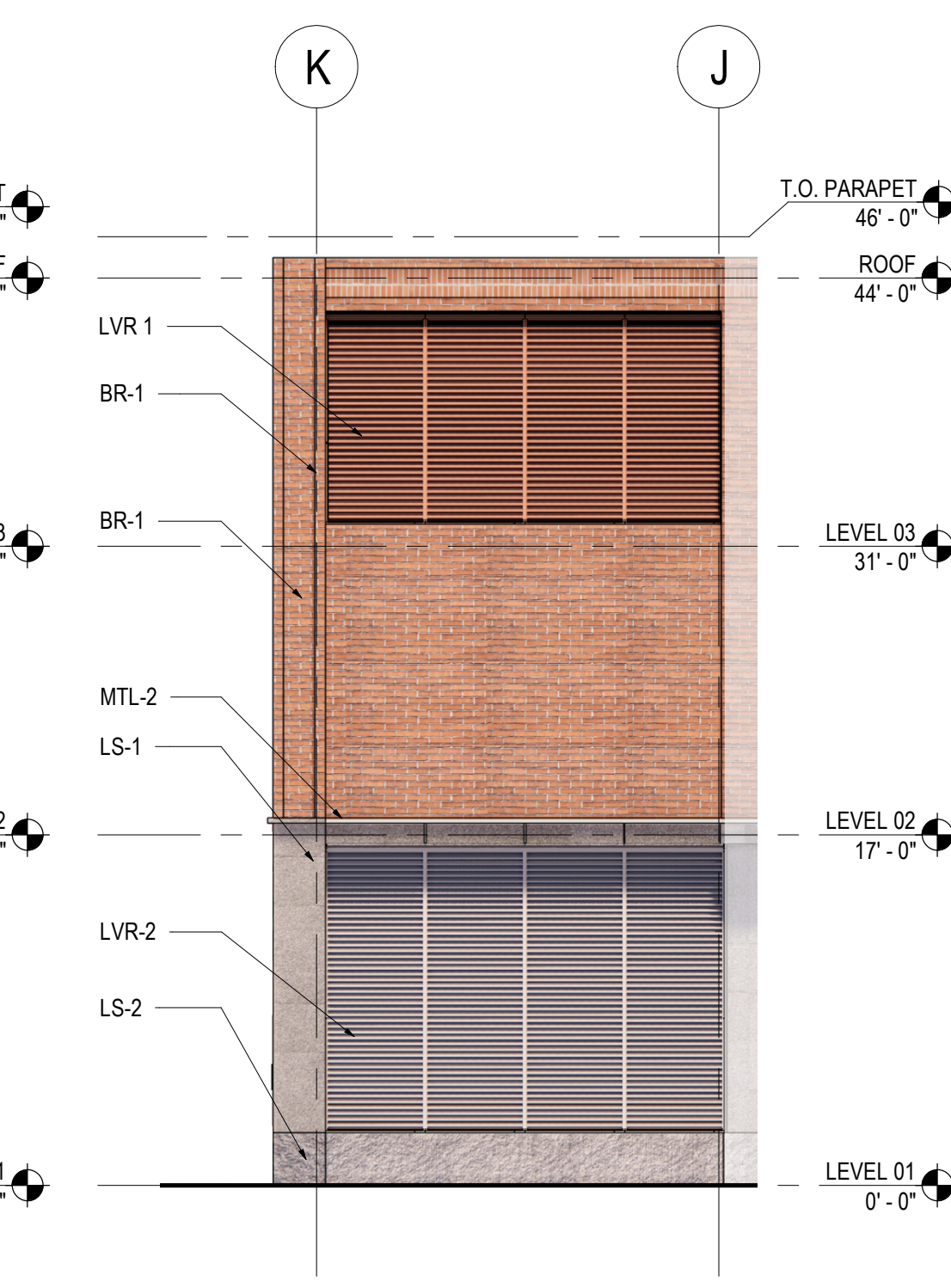
TAG	DESCRIPTION	COLOR	MANUFACTURER
AFS-1	ALUMINUM-FRAMED STOREFRONT	DARK BRONZE	KAWNEER OR EQ.
AFC-1	ALUMINUM-FRAMED CURTAIN WALL	DARK BRONZE	KAWNEER OR EQ.
WN-1	ALUMINUM-FRAMED WINDOW	DARK BRONZE	KAWNEER OR EQ.
LVR-1	LOUVER	ADOBE TO MATCH TC-1	CONSTRUCTION SPECIALTIES OR EQ.
LVR-2	ALUMINUM-FRAMED CURTAIN WALL	GRAY TO MATCH LS-1	CONSTRUCTION SPECIALTIES OR EQ.
BR-1	BRICK	REVERE BLEND	THE BELDEN BRICK COMPANY
LS-1	ANCHORED LIMESTONE CLADDING	LIGHT BUFF, SMOOTH	POLYCOR
LS-2	ANCHORED LIMESTONE CLADDING	LIGHT BUFF, SPLIT FACE	POLYCOR
MTL-1	FORMED METAL CLADDING	DARK BRONZE	PURE FREEFORM
MTL-2	FORMED METAL CLADDING	NEUTRAL GRAY	PURE FREEFORM



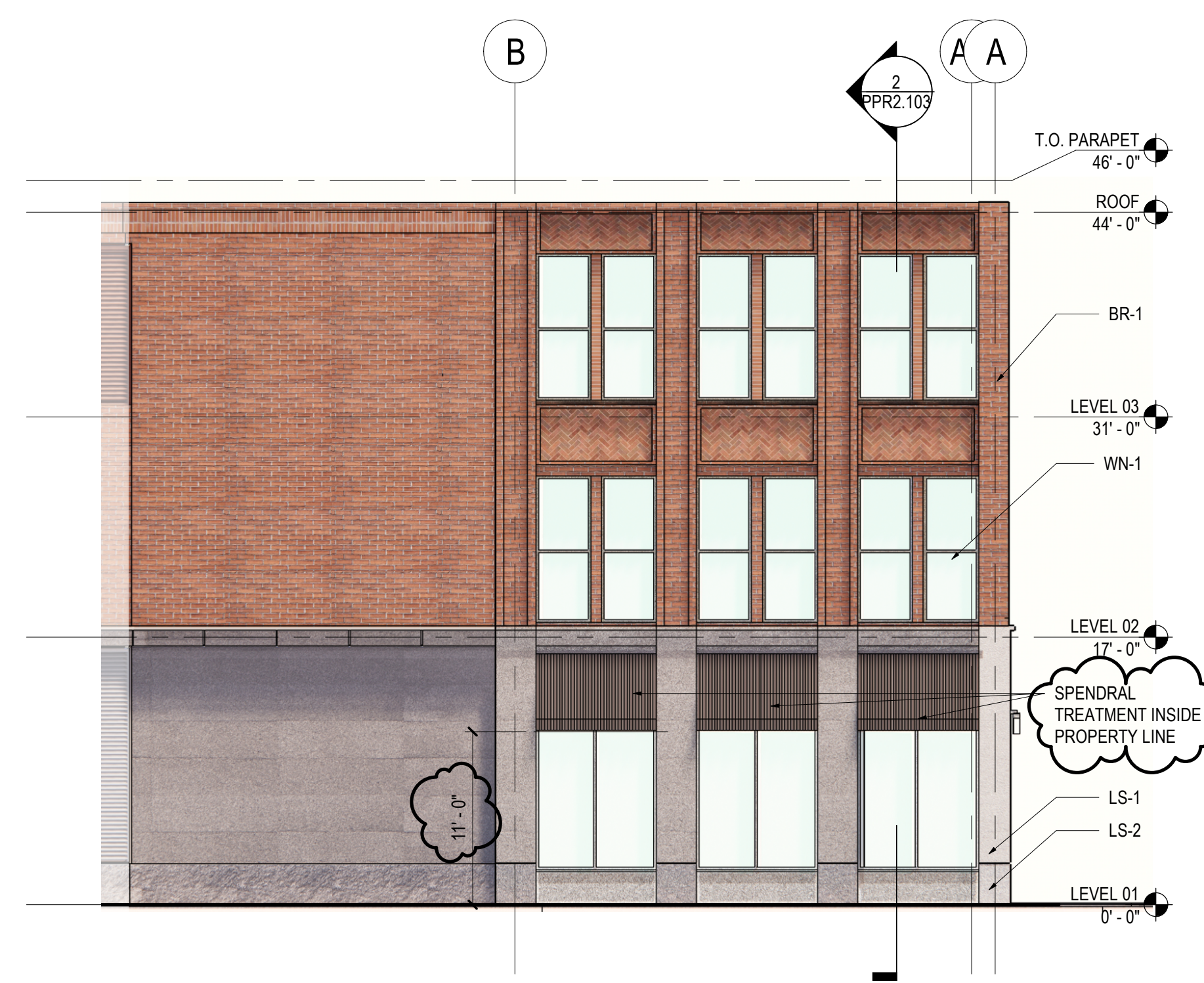
EXTERIOR MATERIALS
SCALE: 12" = 1'-0"



5 ELEVATION - NORTH
SCALE: 1/8" = 1'-0"



6 ELEVATION - ALLEY NORTH
SCALE: 1/8" = 1'-0"



7 ELEVATION - ALLEY SOUTH
SCALE: 1/8" = 1'-0"

JPMORGAN CHASE & CO.
791 Elm St, Winnetka, IL 60093

Gensler

11 East Madison Street
Suite 300
Chicago, IL 60602
United States
Tel 312.456.0123
Fax 312.456.0124

Date	Description
08/18/2023	Issued For Village PD
12/22/2023	2nd Revision For Village PD
01/12/2024	3rd Revision For Village PD

Seal / Signature

NOT FOR
CONSTRUCTION

Project Name
JPMorgan Chase Private Bank,
Winnetka
Project Number
21.1062.000
Description
BUILDING ELEVATIONS AND SIGN
ELEVATIONS

Scale
As indicated

PPR2.102

© 2023 Gensler

EXHIBIT E

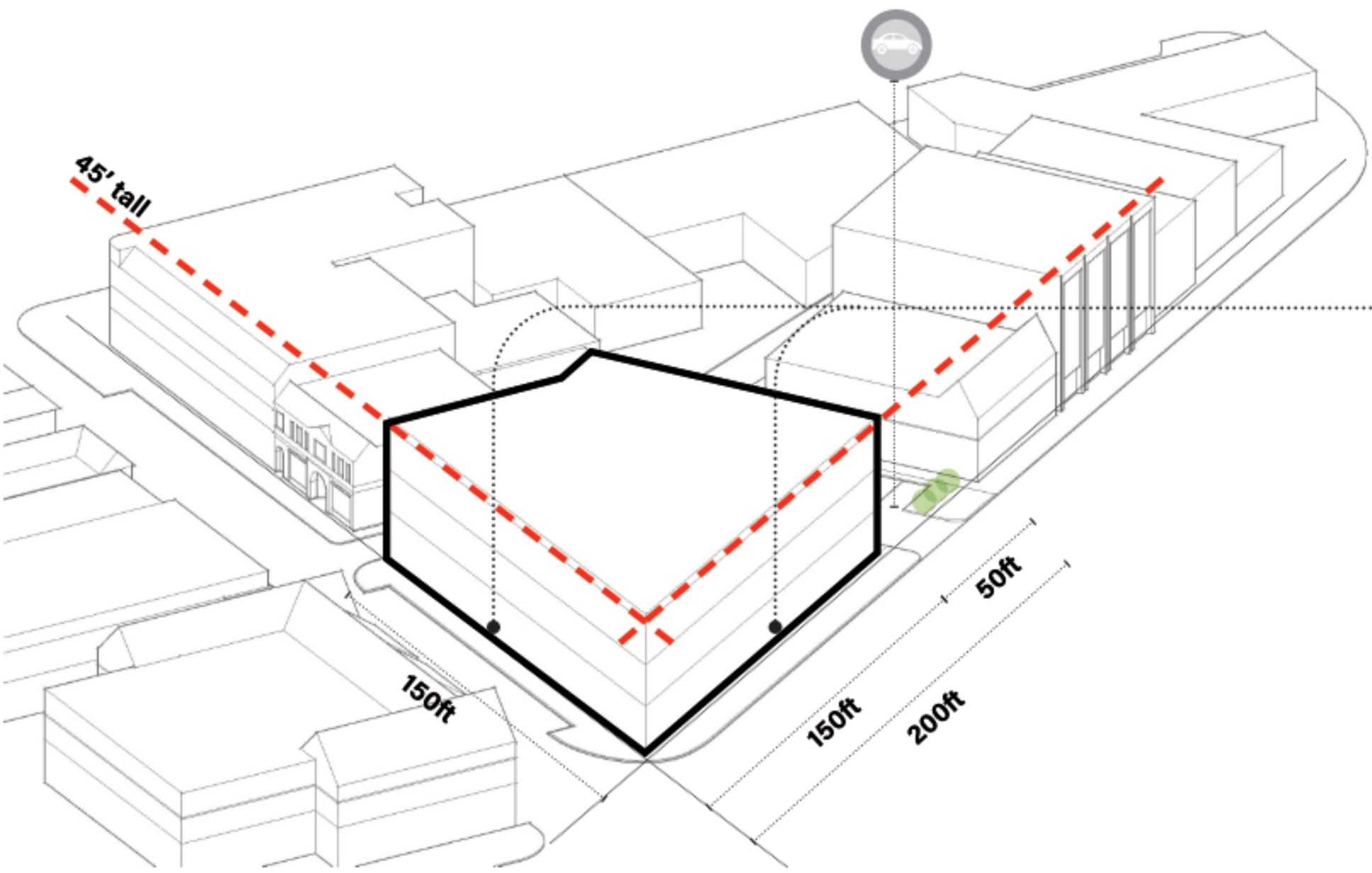
Massing Strategies Plan

(See Attached Exhibit E)

Gensler

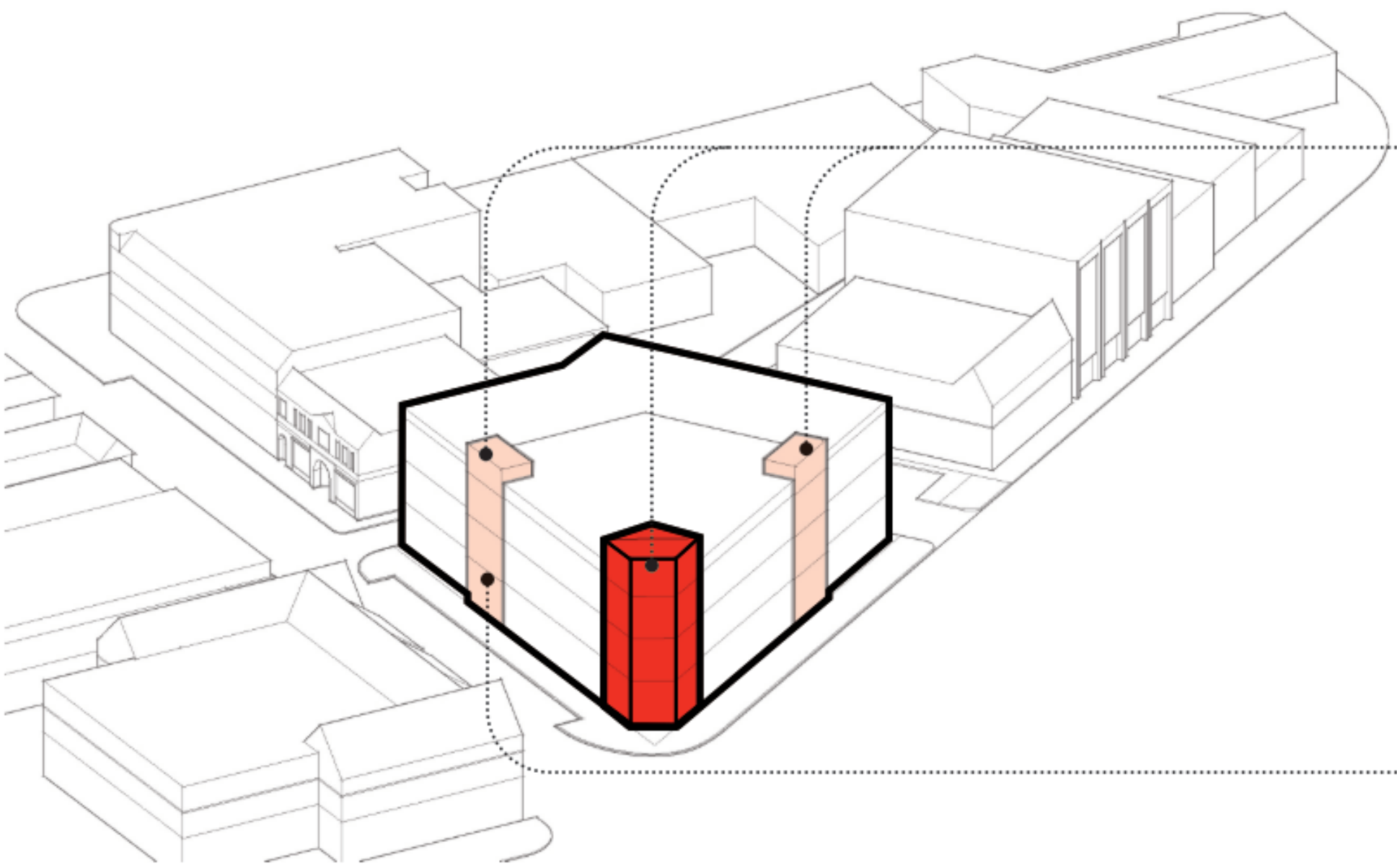
11 East Madison Street
Suite 300
Chicago, IL 60602
United States
Tel 312.456.0123
Fax 312.456.0124

BUILDING MASS



- Setbacks:
"A continuous 'street-wall' along primary commercial thoroughfares should be provided and building facades should be located to create this uniform setback."
- Winnetka Design Guideline VI.a

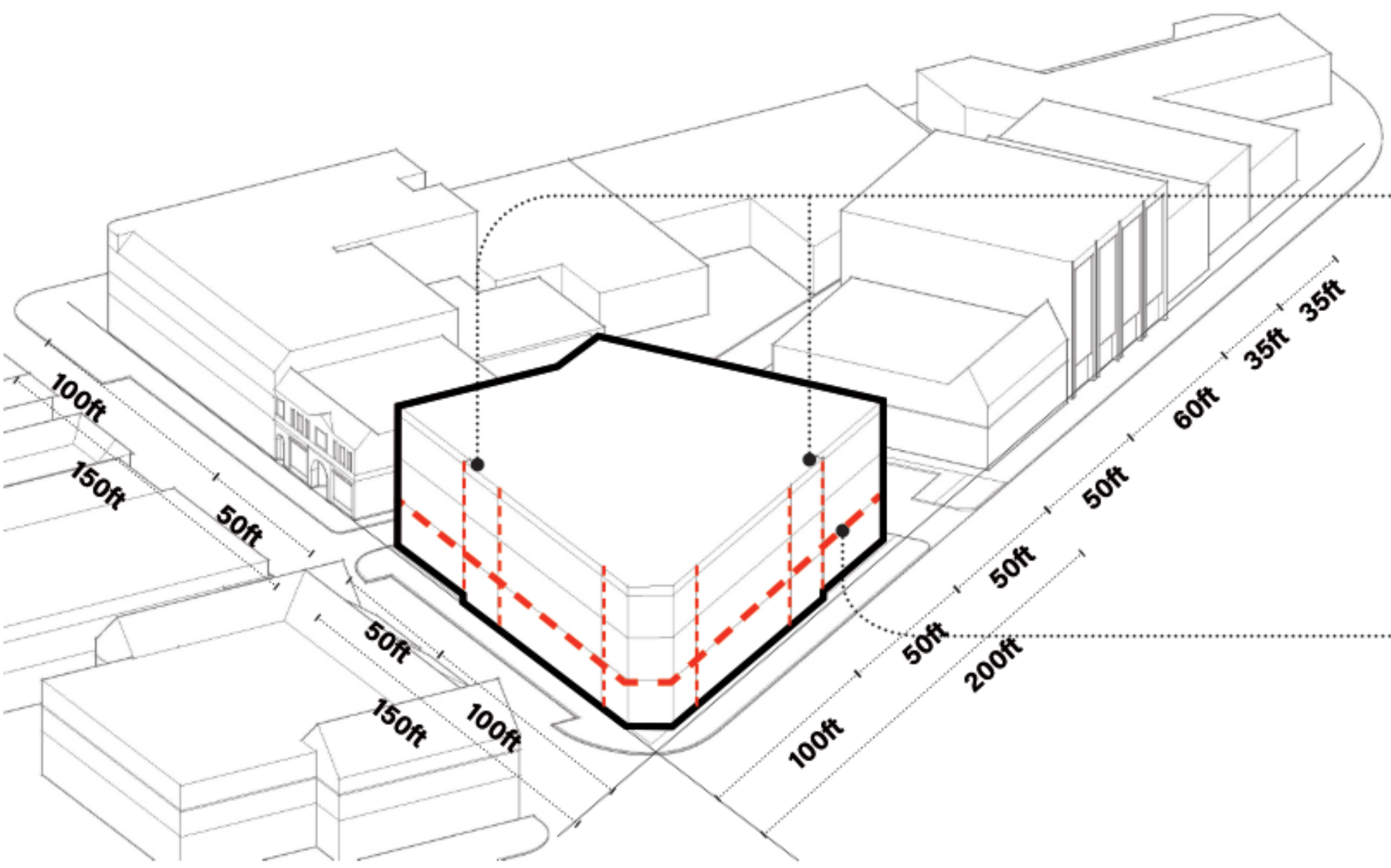
ARTICULATION



- Hierarchy:
Apply special design feature at Green Bay and Elm corner to celebrate the most prominent corner at downtown Winnetka.
"The prioritization of certain building masses, components or elements over others."
- Winnetka Design Guideline VI.e

- Entries
"Public entries should have a large-scale approach and be open and inviting. Public entrances should be located along the main thoroughfares and at corners."
- Winnetka Design Guideline VII.a

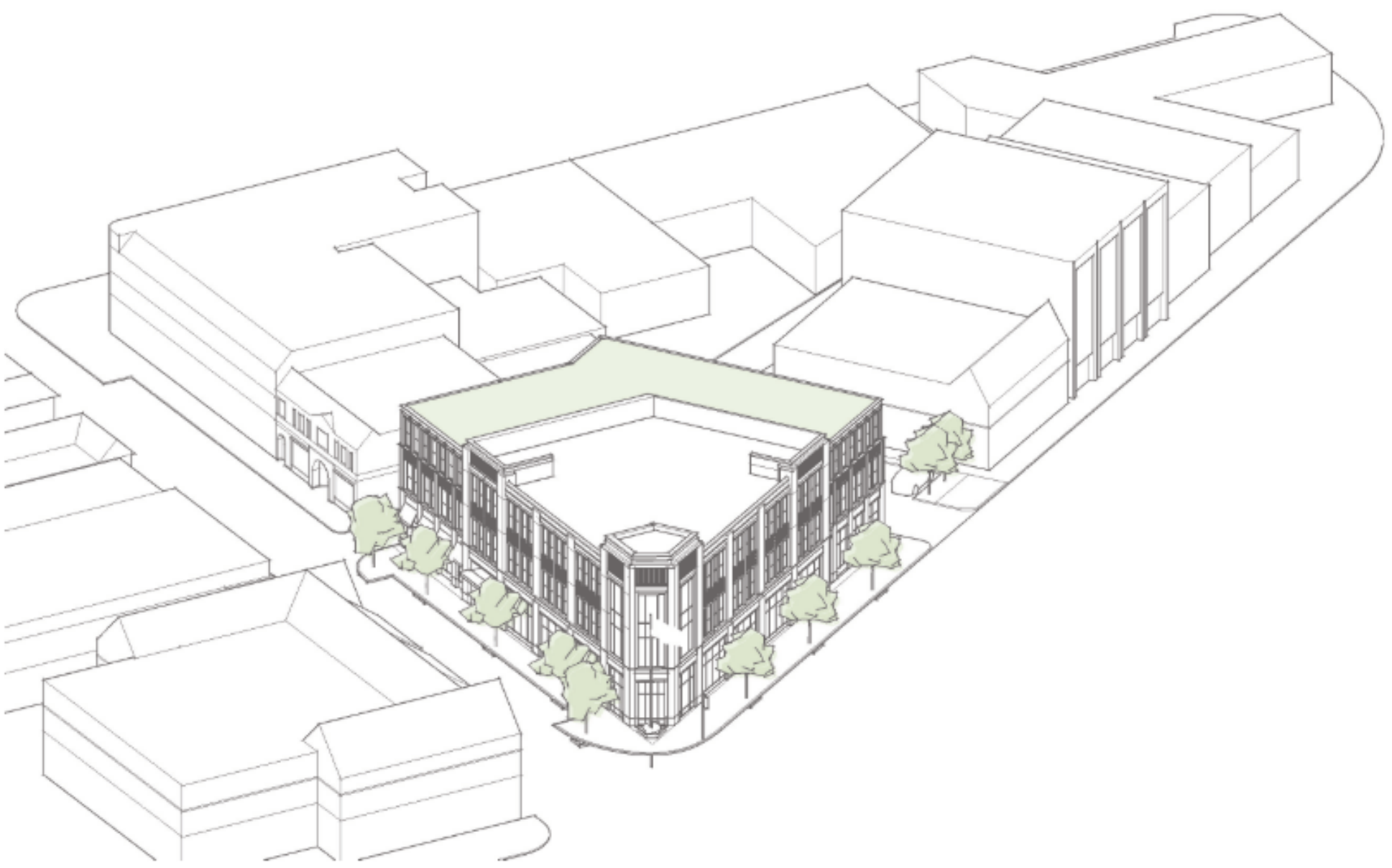
PROPORTION /SCALE



- Vertical Rhythms:
"The breakdown of the building facades into vertical bays creates a sense of progression and scale to the street-wall as well as individual buildings."
- Winnetka Design Guideline VI.b

- Horizontal Rhythms:
"The breakdown of the building facade into horizontal bands provides human scale and proportion to the facade."
- Winnetka Design Guideline VI.a

FIT IN THE CONTEXT



At the intersection of Green Bay Road and Elm Street, the new building serves as a gateway into Winnetka's central business district and a highly visible landmark in the community. The proposed design carefully considers the context and character of the surrounding neighborhood and seeks to create a building that seamlessly integrates into the fabric of the community while also reflecting the forward-thinking needs of JPMC.

Seal / Signature

NOT FOR CONSTRUCTION

Project Name	JPMorgan Chase Private Bank, Winnetka
Project Number	21.1062.000
Description	MASSING STRATEGIES

Scale

PPR2.100

EXHIBIT F

Exterior Lighting Plan

(See Attached Exhibit F)

Date	Description
1 08/18/2023	Issued For Village PD

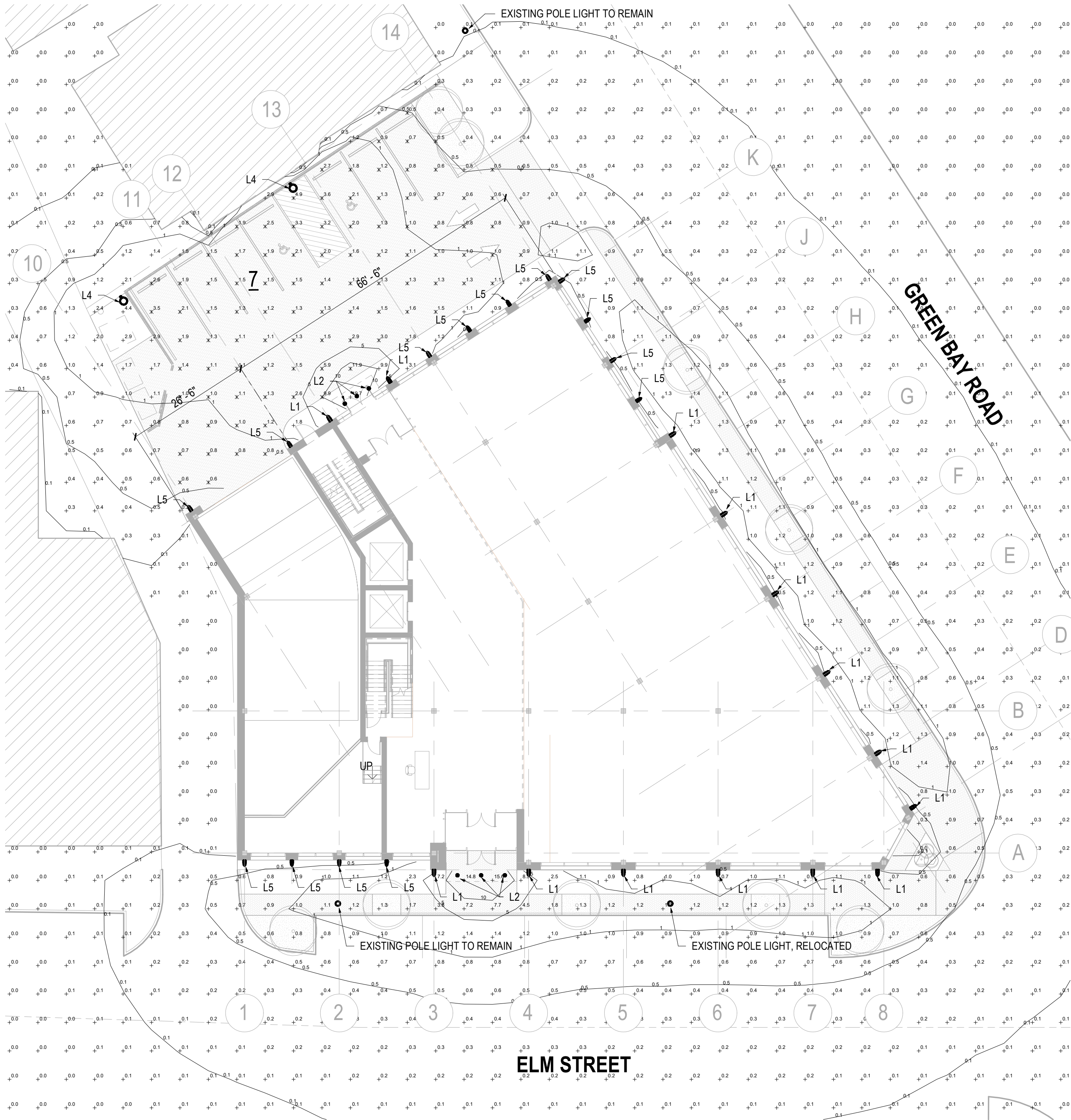
Seal / Signature

NOT FOR CONSTRUCTION

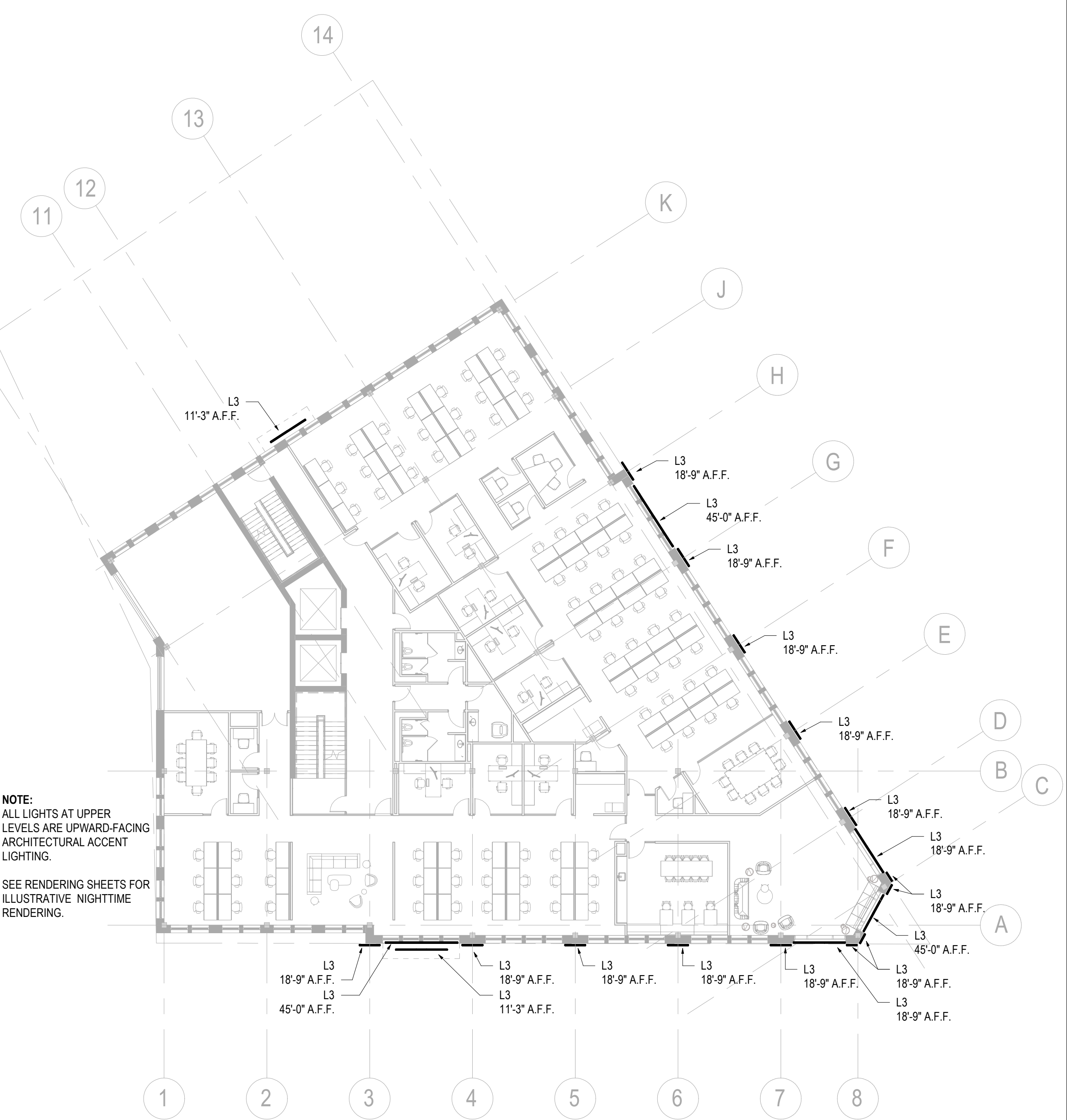
Project Name	JPMorgan Chase Private Bank, Winnetka
Project Number	21.1062.000
Description	EXTERIOR LIGHTING PLANS

Scale
As indicated

PPR1.201



1 EXTERIOER LIGHTING PLAN - LEVEL 01
SCALE: 1/16" = 1'-0"



NOTE:
ALL LIGHTS AT UPPER
LEVELS ARE UPWARD-FACING
ARCHITECTURAL ACCENT
LIGHTING.

SEE RENDERING SHEETS FOR
ILLUSTRATIVE NIGHTTIME
RENDERING.

2 EXTERIOR LIGHTING PLAN - UPPER LEVELS
SCALE: 1/16" = 1'-0"

JPMC WINNETKA Lighting Schedule								
TYPE	DESCRIPTION	LAMP	DRIVER	DIMMED LEVEL	VOLTAGE	MANUFACTURER	CATALOGUE NUMBER	CUTSHEET LINK
L1	DECORATIVE LED EXTERIOR SCNCE	27W LED	0-10V	10%	UNV	VISUAL COMFORT & CO	CHO 2442BZ-CG	https://www.visualcomfort.com/media/docs/spec-sheet/c/h/ls_cho2442bzcg.pdf
L2	5" RECESSED LED DOWNLIGHT TO EXTERIOR	12.7W LED / 3000K	0-10V	10%	UNV	BEGA	55 826 K3	https://bega-censhare.s3.us-east-2.amazonaws.com/userfiles/files/55826_BEGA_Spec.pdf
L3	LINEAR LED FAÇADE ACCENT LIGHT	4W/FT LED / 3000K	0-10V	10%	UNV	LUMENPULSE	LOGN 4W 48V XX" 30K 80 10x60 CL UMASN BRZ UCTL UL	https://storage.googleapis.com/lumenpulse-media/prod/document/products-2748-specsheet-fullspecs-sheet-na-en-imperial.pdf
L4	LED AREA LIGHT ON 16' POLE	26.6W LED / 3000K	0-10V	10%	UNV	BEGA	99 407 K3 / POLE: 16 RFNS1	https://www.bega-us.com/categories/exterior/pole-top/single-and-twin-160015/99407
L5	DECORATIVE LED EXTERIOR SCNCE	12W LED	0-10V	10%	UNV	VISUAL COMFORT & CO	CHO 2441BZ-CG	https://www.visualcomfort.com/media/docs/spec-sheet/c/h/ls_cho2441bzcg.pdf



L1 - DECORATIVE SCNCE (LARGE)



L2 - RECESSED DOWNLIGHT



L3 - LINEAR ACCENT LIGHT



L4 - AREA POLE LIGHT



L5 - DECORATIVE SCNCE (MEDIUM)

EXHIBIT G

Streetscape Elevations Plan

(See Attached Exhibit G)



1 STREETScape ELEVATION - GREEN BAY RD
SCALE: 1" = 20'-0"



2 STREETScape ELEVATION - ELM ST
SCALE: 1" = 20'-0"

JPMORGAN CHASE & CO.
791 Elm St, Winnetka, IL 60093

Gensler

11 East Madison Street
Suite 300
Chicago, IL 60602
United States
Tel 312.456.0123
Fax 312.456.0124

△	Date	Description
1	08/18/2023	Issued For Village PD

Seal / Signature

NOT FOR
CONSTRUCTION

Project Name
JPMorgan Chase Private Bank, Winnetka
Project Number
21.1062.000
Description
STREETSCAPE ELEVATIONS

Scale
1" = 20'-0"

PPR2.301

EXHIBIT H

Civil Engineering Plans

(See Attached Exhibit H)

JP Morgan & Chase Co.

791 Elm St.

Winnetka, IL 60093

ARCHITECT:
Gensler
11 E. Madison St., Suite 300
Chicago, IL 60602
312-456-0123
Attn: Derek Hukill

CIVIL ENGINEER:
Eriksson Engineering Assoc., Ltd.
145 Commerce Dr., Suite A
Grayslake, IL 60030
847-223-4804
Attn: Mike Renner

OWNER:
Riverside Investments & Development
150 North Riverside Plaza, Suite 1800
Chicago, IL 60606
312-788-1800
Attn: Mike Spence



INDEX OF SHEETS

- C0.00 CIVIL ENGINEERING COVER SHEET
- C1.00 SITE DEMOLITION PLAN
- C2.00 SITE GEOMETRY PLAN
- C3.00 SITE UTILITY PLAN
- C4.00 GRADING AND PAVING PLAN
- C5.00 SOIL EROSION & SEDIMENTATION CONTROL PLAN
- C6.00 SITE WORK DETAILS
- C6.01 SITE WORK DETAILS - ILLINOIS DEPARTMENT OF TRANSPORTATION
- C6.02 SITE WORK DETAILS - ILLINOIS DEPARTMENT OF TRANSPORTATION
- C6.03 SITE WORK DETAILS - VILLAGE OF WINNETKA
- L0.10 TREE PRESERVATION PLAN
- L1.00 SITE LANDSCAPE PLAN
- L2.00 LANDSCAPE DETAILS
- L2.01 LANDSCAPE DETAILS

J.U.L.I.E.

Note: The exact location of all utilities shall be verified by the contractor prior to construction activities. For utility locations call: J.U.L.I.E. 1 (800) 892-0123

SURVEY PROVIDED BY:

Plat of Survey and Topography Provided By Chicago Guarantee Survey Company For Riverside Investments & Development on 07/27/2023. Order Number 2023-31339-001

PROJECT BENCHMARKS

1. Aluminum Cap In Concrete at 742 Pine St.
Elevation 645.10

JPMORGAN CHASE & CO.
791 Elm St, Winnetka, IL 60093

Gensler

11 East Madison Street
Suite 300
Chicago, IL 60602
United States
Tel 312.456.0123
Fax 312.456.0124



**ERIKSSON
ENGINEERING
ASSOCIATES, LTD.**

145 COMMERCE DRIVE, SUITE A
GRAYSLAKE, ILLINOIS 60030
PHONE (847) 223-4804
FAX (847) 223-4804
WWW.INFO@EEA.IL.COM

Date	Description
08/18/2023	Issued For Village PD
10/27/2023	Permit Revisions

Seal / Signature

**NOT FOR
CONSTRUCTION**

Project Name

JPMorgan Chase Private Bank,
Winnetka

Project Number

21.1062.000

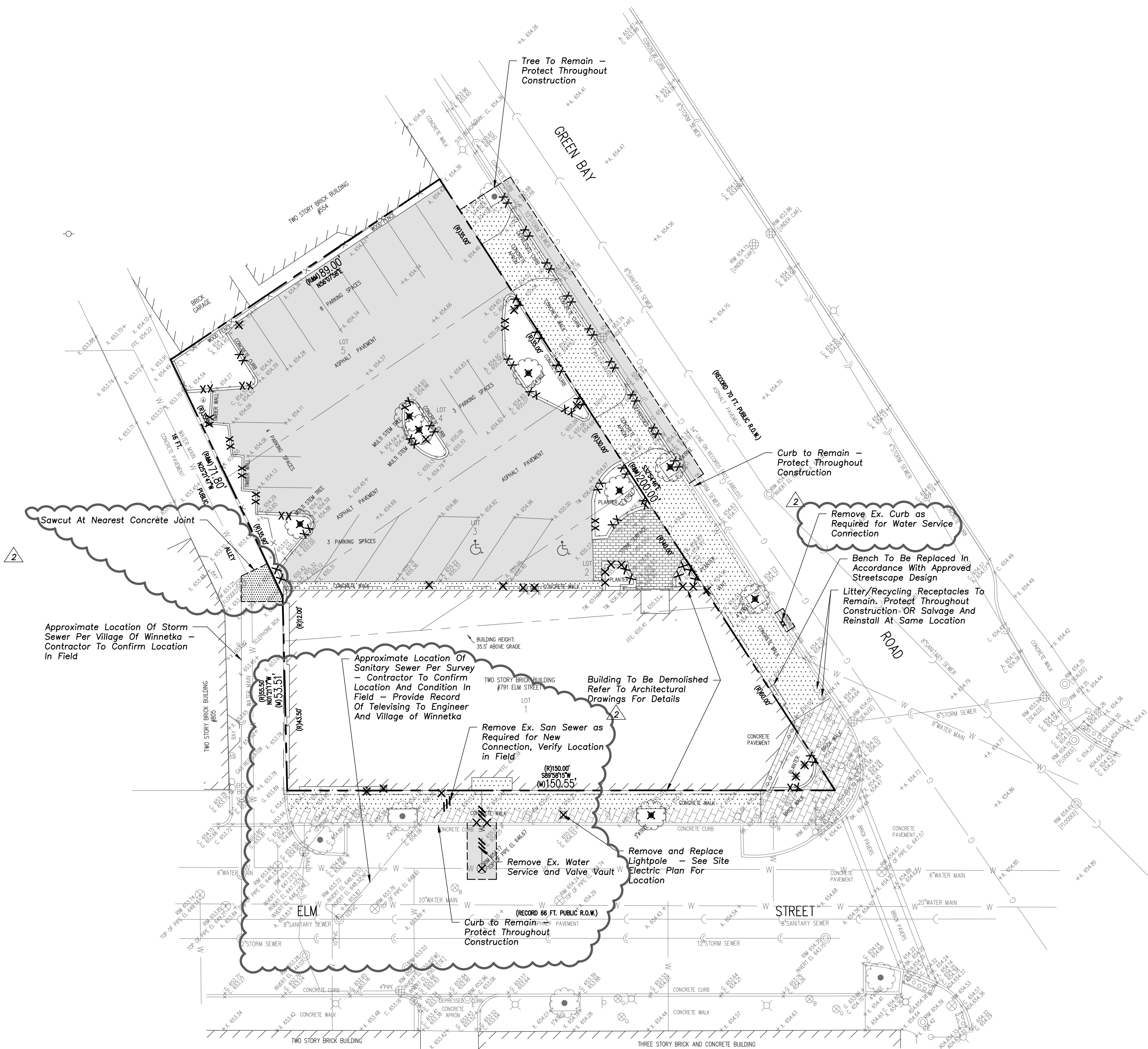
Description

CIVIL ENGINEERING
COVER SHEET

Scale

1" = 20'

C0.00

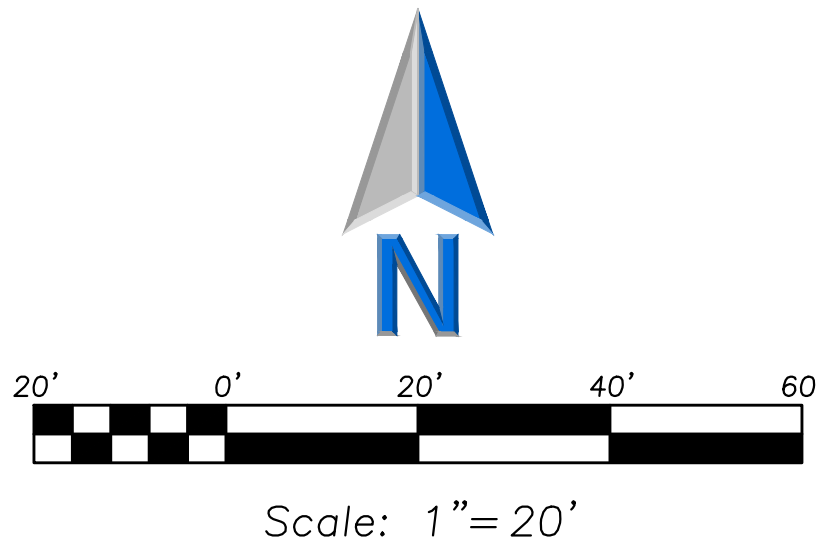


GENERAL NOTES

- The Location of Existing Underground Utilities, Such As Watermains, Sewers, Gas Lines, Etc., As Shown On The Plans, Has Been Determined From The Best Available Information and Is Given For The Convenience of The Contractor. However, The Owner and The Engineer Do Not Assume Responsibility In The Event That During Construction, Utilities Other Than Those Shown May Be Encountered, and That The Actual Location of Those Which Are Shown May Be Different From The Location As Shown On The Drawings. Contact Engineer Immediately If Surface and/or Subsurface Features Are Different Than Shown On The Drawings.
- Notify The Engineer Without Delay of Any Discrepancies Between the Drawings and Existing Field Conditions.
- Contractor Shall Provide Private Utility Locating Services for the Project Area.
- Notify The Owner, Engineer and The Village of Winnetka A Minimum of 48 Hours In Advance of Performing Any Work.
- All Areas, On or Off Site, Disturbed During Construction Operations and Not Part of the Work As Shown Hereon Shall Be Restored To Original Condition to the Satisfaction of the Owner at No Additional Cost to the Owner. It is Incumbent Upon Contractor to Show That Damaged Areas Were Not Disturbed By Construction Operations.
- These Drawings Assume That The Contractor Will Utilize An Electronic Drawing File (DWG) to Stake All Site Improvements Accordingly. Contractor Shall Re-Establish Horizontal Control. Horizontal Control Points Not Provided.
- No Person May Utilize The Information Contained Within These Drawings Without Written Approval From Eriksson Engineering Associates, Ltd.
- The Engineer Is Furnishing These Drawings For Construction Purposes As A Convenience To The Owner, Architect, Surveyor, or Contractor. Prior To The Use Of These Drawings For Construction Purposes, The User Of This Media Shall Verify All Dimensions And Locations Of Buildings With The Foundation Drawings And Architectural Site Plan, and Coordinate All Dimensions and Locations of All Site Items. If Conflicts Exist The User Of This Information Shall Contact The Engineer Immediately.
- Provide An As-Built Survey Prepared By A Licensed Professional Land Surveyor In Accordance With The Authorities Having Jurisdiction Which Shall Include As a Minimum All Detention Basins and Best Management Practices, Include All Storm and Sanitary Sewers, Structure Locations, Sizes, Rim and Invert Elevations, Final Detention Volume Calculations For The Basin(s), Watermain and Valve and Appurtenance Locations.
- The Illinois Department Of Transportation Standard Specifications For Road And Bridge Construction Latest Edition, And All Addenda Thereto, Shall Govern The Earthwork And Paving Work Under This Contract Unless Noted Otherwise.

DEMOLITION NOTES

- All Signs to Be Removed Shall Be Salvaged and Stored in the Owner's Facility for Future Use as Applicable.
- Keep All Village Streets Free and Clear of Construction Related Dirt/Dust/Debris.
- Coordinate Existing Utility Removal with Local Authorities and Utility Companies Having Jurisdiction.
- Coordinate Removal of Overhead Wires And Utility Poles With Authorities Having Jurisdiction And Respective Utility Providers.
- The Existing Building is to Remain Operational During Construction. Therefore, the Temporary Relocation of All Necessary Utilities Serving the Existing Building Shall Be Coordinated Prior to the Commencement of Construction Operations.
- All Sawcutting Shall be Full Depth to Provide a Clean Edge to Match New Construction. Match Existing Elevations at Points of Connection for New and Existing Pavement, Curb, Sidewalks, etc. All Sawcut Locations Shown Are Approximate and May Be Field Adjusted to Accommodate Conditions, Joints, Material Type, etc. Remove Minimum Amount Necessary for Installation of Proposed Improvements.
- Provide and Maintain All Necessary Traffic Control and Safety Measures Required During Demolition and Construction Operations Within or Near the Public Roadway.
- All Light Poles to Be Removed From Private Property Shall Be Removed in Their Entirety, Including Base and All Appurtenances. Coordinate Abandonment of Electrical Lines With Electrical Engineer and Owner Prior to Demolition.
- Perform Tree Pruning In All Locations Where Proposed Pavement And/or Utility Installation Encroach Within The Existing Drip Line Of Trees To Remain. All Trenching Within The Drip Line Of Existing Trees To Remain Shall Be Done Radially Away From Trunk If Roots In Excess Of 1" Diameter Are Exposed. Roots Must Be Cut By Reputable Tree Pruning Service Prior To Any Transverse Trenching. Obtain Approval Of The Architect Prior To Operations For A Variance From This Procedure.
- Coordinate Tree Removal with Landscape Architect. All Trees To Be Removed Shall Be Removed in Their Entirety and Stumps Shall Be Ground to Proposed Subgrade. Use As Mulch for Proposed Landscaping Where Applicable and Acceptable to Architect.
- Provide Tree Protection Fencing Prior To Construction Operations. Maintain Throughout Construction.



LEGEND

EXISTING	PROPOSED

DEMOLITION LEGEND

	Utility Line Removal
	Bituminous Pavement Removal (Full Depth)
	Concrete Pavement Removal (Full Depth)
	Brick Walk Removal (Full Depth)
	Stone Surface Removal (Full Depth)
	Pavement Sawcut
	Curb & Gutter Removal
	Structure Removal
	Tree Removal

JPMORGAN CHASE & CO.

791 Elm St, Winnetka, IL 60093

Gensler

11 East Madison Street
Suite 300
Chicago, IL 60602
United States



ERIKSSON
ENGINEERING
ASSOCIATES, LTD.
143 COMMERCIAL DRIVE, SUITE A
GRAYLAKE, ILLINOIS 60030
PHONE (847) 523-4804
FAX (847) 223-4864
WWW.INFO@EALTD.COM

Date	Description
1 08/18/2023	Issued For Village PD
2 10/27/2023	Permit Revisions

Seal / Signature

NOT FOR
CONSTRUCTION

Project Name

JPMorgan Chase Private Bank,
Winnetka

Project Number

21.1062.000

Description

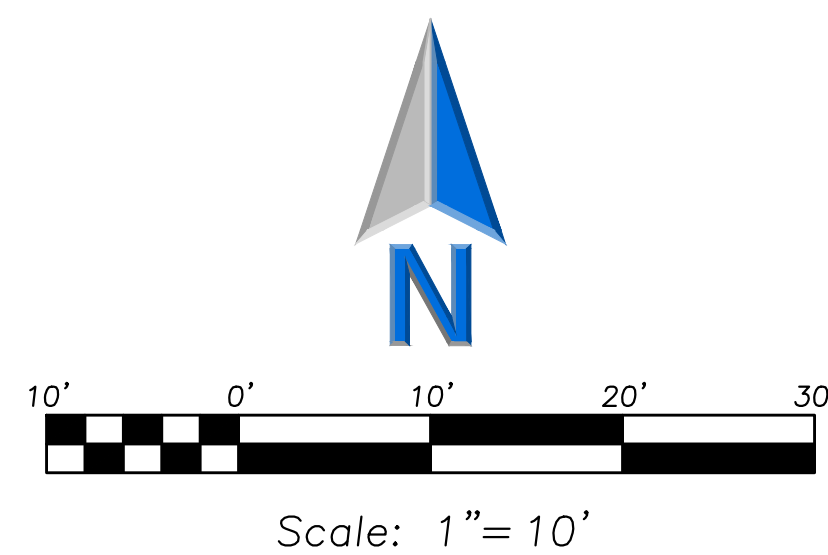
SITE DEMOLITION PLAN

Scale

1" = 20'

C1.00

© 2023 Gensler



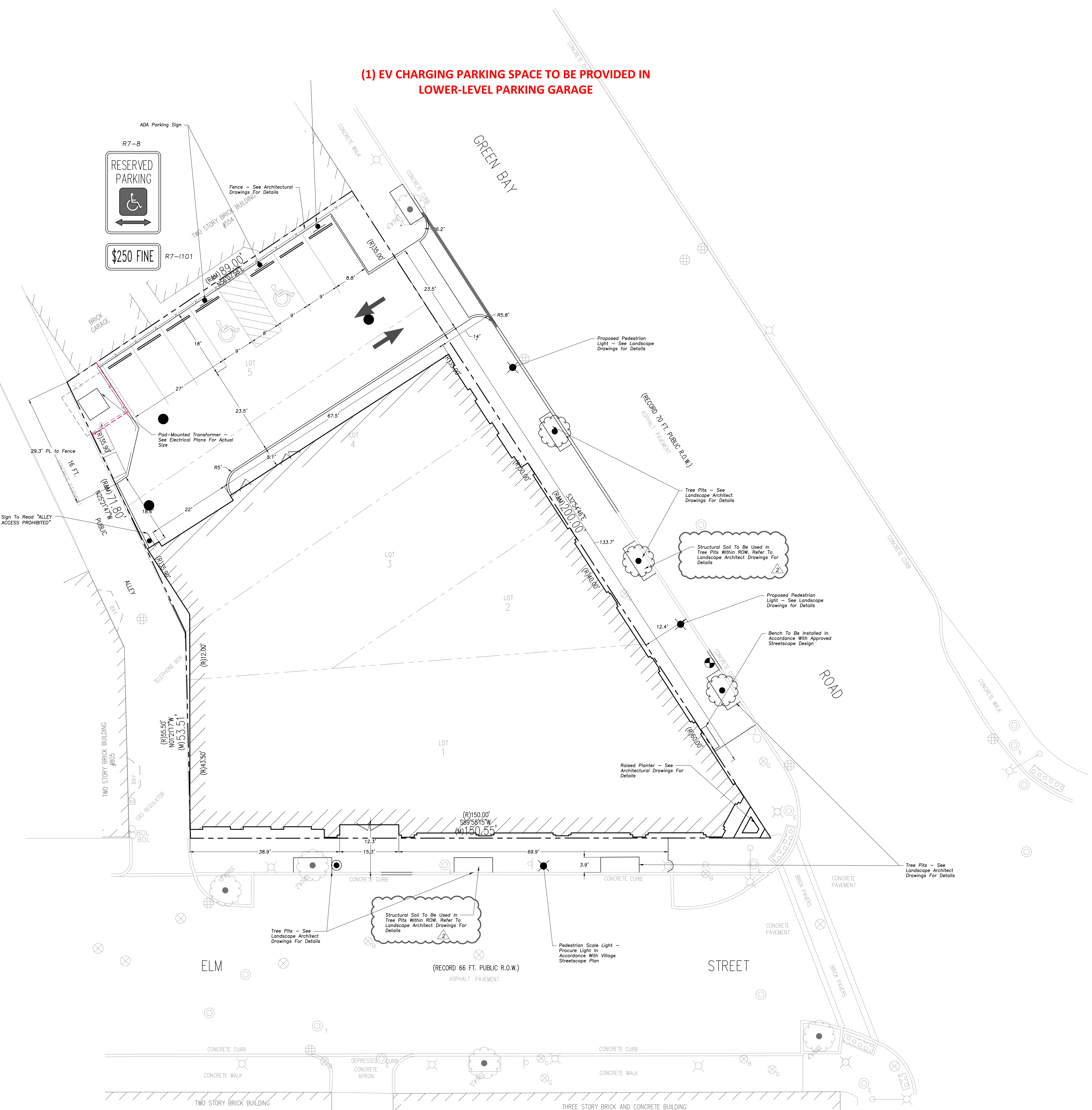
GEOMETRY NOTES

1. All Dimensions Contained Herein Reference Back Of Curb, Face Of Retaining Wall, Edge Of Pavement, Center Of Structure And Outside Face Of Building Foundation Unless Otherwise Noted.
2. All Pavement Striping Shall Be 4" Wide Yellow Paint Per Specifications, Two Coats For Latex Paints. All Cross Hatch Striping Shall Be 42" At 2'-0" Centers.
3. All Accessible Parking Signs (R7-8) Must Be Placed at the Center of the Space and Within 5 Feet of the Space.
4. Refer to Architectural Drawings for Exact Locations of All Buildings.
5. Refer to Architectural Drawings for Locations and Details of All Permanent Site Fencing.
6. Traffic Sign Posts Shall Be Breakaway Green U-Channel Posts, 2-1/2" x 11" Gauge Steel, Embedded 42" Minimum Into Ground.

LEGEND	
EXISTING	PROPOSED
Manhole	Manhole
Catch Basin	Catch Basin
Well	Well
Area Drain	Area Drain
Clean Out	Clean Out
Flared End Section	Flared End Section
Sanitary Sewer	Sanitary Sewer
Combined Sewer	Combined Sewer
Water Main	Water Main
Gas Line	Gas Line
Overhead Wires	Overhead Wires
Electric Cable (Buried)	Electric Cable (Buried)
Telephone Line	Telephone Line
Fire Hydrant	Fire Hydrant
Valve Vault	Valve Vault
Buffalo Box	Buffalo Box
Downspout	Downspout
Ballard	Ballard
Gas Valve	Gas Valve
Gas Meter	Gas Meter
Electric Meter	Electric Meter
Electric Manhole	Electric Manhole
Hand Hole	Hand Hole
Light Pole w/ Mast Arm	Light Pole w/ Mast Arm
Utility Pole	Utility Pole
Telephone Pedestal	Telephone Pedestal
Telephone Manhole	Telephone Manhole
Wall Hydrant	Wall Hydrant
Corner	Corner
Gay Anchor	Gay Anchor
Sign	Sign
Fence	Fence
Accessible Parking Sign	Accessible Parking Sign
Curb & Gutter	Curb & Gutter
Depressed Curb	Depressed Curb
Curb Elevation	Curb Elevation
Gutter Elevation	Gutter Elevation
Pavement Elevation	Pavement Elevation
Sidewalk Elevation	Sidewalk Elevation
Top of Retaining Wall Elevation	Top of Retaining Wall Elevation
Seam	Seam
Contour Line	Contour Line
Deciduous Tree	Deciduous Tree
Brutline	Brutline
Tree Protection	Tree Protection
Fencing of Dig Line	Fencing of Dig Line

GENERAL NOTES

1. The Location of Existing Underground Utilities, Such As Watermain, Sewers, Gas Lines, Etc., As Shown On The Plans, Has Been Determined From The Best Available Information and Is Given For The Convenience of The Contractor. However, The Owner and The Engineer Do Not Assume Responsibility in The Event That During Construction, Utilities Other Than Those Shown May Be Encountered, and That The Actual Location of Those Which Are Shown May Be Different From The Location As Shown On The Drawings. Contact Engineer Immediately if Surface and/or Subsurface Features Are Different Than Shown On The Drawings.
2. Notify The Engineer Without Delay of Any Discrepancies Between the Drawings and Existing Field Conditions.
3. Contractor Shall Provide Private Utility Locating Services for the Project Area.
4. Notify The Owner, Engineer and The Village of Winnetka A Minimum of 48 Hours in Advance of Performing Any Work.
5. All Areas, On or Off Site, Disturbed During Construction Operations and Not Part of the Work As Shown Hereon Shall Be Restored To Original Condition to the Satisfaction of the Owner or to Additional Cost to the Owner. It is Incumbent Upon Contractor to Show That Damaged Areas Were Not Disturbed By Construction Operations.
6. These Drawings Assume That The Contractor Will Utilize An Electronic Drawing File (DWG) to Stake All Site Improvements Accordingly. Contractor Shall Re-Establish Horizontal Control. Horizontal Control Points Not Provided.
7. No Person May Utilize The Information Contained Within These Drawings Without Written Approval From Erikson Engineering Associates, Ltd.
8. The Engineer is Furnishing These Drawings For Construction Purposes As A Convenience To The Owner, Architect, Surveyor, or Contractor. Prior To The Use Of These Drawings For Construction Purposes, The User Of This Media Shall Verify All Dimensions And Locations Of Buildings With The Foundation Drawings And Architectural Site Plan, and Coordinate All Dimensions and Locations of All Site Items. If Conflicts Exist The User Of This Information Shall Contact The Engineer Immediately.
9. Provide An As-Built Survey Prepared By A Licensed Professional Land Surveyor in Accordance With The Authorities Having Jurisdiction Which Shall Include As a Minimum All Definition Baseline and Best Management Practices, Include All Storm and Sanitary Sewers, Structure Locations, Sizes, Run and Invert Elevations, Final Definition Volume Calculations For The Basin(s), Watermain and Valve and Appurtenance Locations.
10. The Illinois Department Of Transportation Standard Specifications For Road And Bridge Construction Latest Edition, And All Addenda Thereto, Shall Govern The Earthwork And Paving Work Under This Contract Unless Noted Otherwise.



JPMORGAN CHASE & CO.

Gensler
11 East Madison Street
Suite 300
Chicago, IL 60602
United States
Tel 312.456.0123
Fax 312.456.0124

RIVERSIDE
INVESTMENT & DEVELOPMENT
150 N. Riverside Plaza, Suite 1800
Chicago, IL 60606
USA
Tel 312.788.1800

ERIKSON ENGINEERING ASSOCIATES, LTD.
CIVIL / LANDSCAPE
145 Commerce Drive, Suite A
Grayslake, IL 60030
USA
Tel 847.223.4804
Fax 847.223.4864

now
Stantec
MEPFP
233 S. Wacker Dr #5300
Chicago, IL 60606
USA
Tel 312.372.1200

Longman Lindsey
ACOUSTICS
200 West 41st Street, Suite 1100
New York, NY 10036
USA
Tel 212.315.6400

Date	Description
1 08/18/2023	ISSUED FOR VILLAGE PD
2 10/27/2023	PERMIT REVISIONS
2 12/15/2023	ISSUED FOR 100% SD
2 12/15/2023	PERMIT REVISIONS

Seal / Signature

NOT FOR CONSTRUCTION

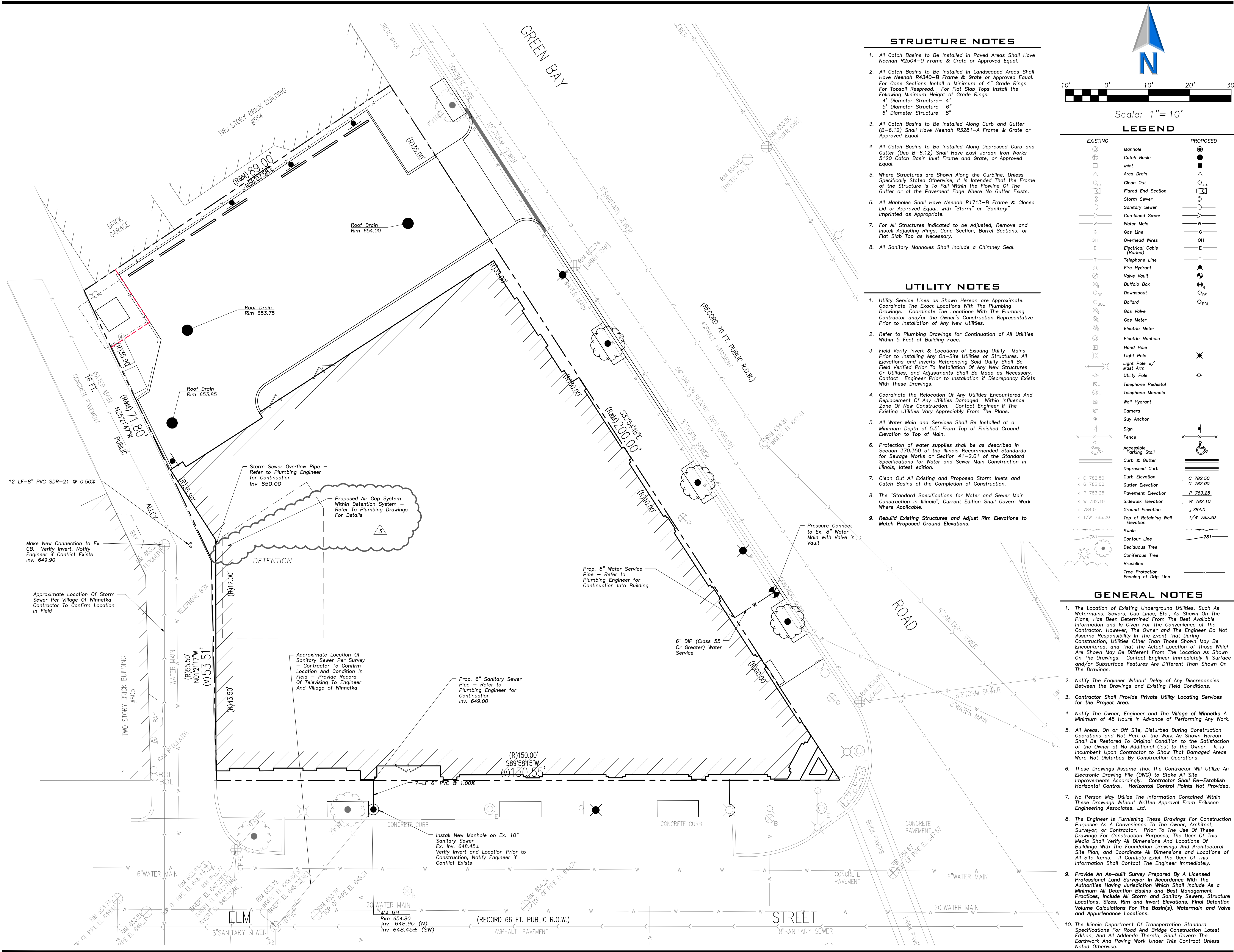
Project Name

Project Number

Description
SITE GEOMETRY PLAN

Scale

C2.00



JPMORGAN CHASE & CO.

791 Elm St, Winnetka, IL 60093

Tel 312.456.0123

Fax 312.456.0124

Gensler

11 East Madison Street

Suite 300

Chicago, IL 60602

United States

ERIKSSON ENGINEERING ASSOCIATES, LTD.

145 COMMERCIAL DRIVE, SUITE A

GRAYLAKE, ILLINOIS 60030

PHONE (847) 223-4804

FAX (847) 223-4804

WWW.INFO@EEA.IL.COM

Date	Description
1 08/18/2023	Issued For Village PD
2 10/27/2023	Revision For Village PD
3 12/15/2023	2nd Revision For Village PD
4 01/12/2024	3rd Revision For Village PD

Seal / Signature

NOT FOR CONSTRUCTION

Project Name

JPMorgan Chase Private Bank, Winnetka

Project Number

21.1062.000

Description

SITE UTILITY PLAN

Scale

1" = 20'

C3.00

© 2023 Gensler

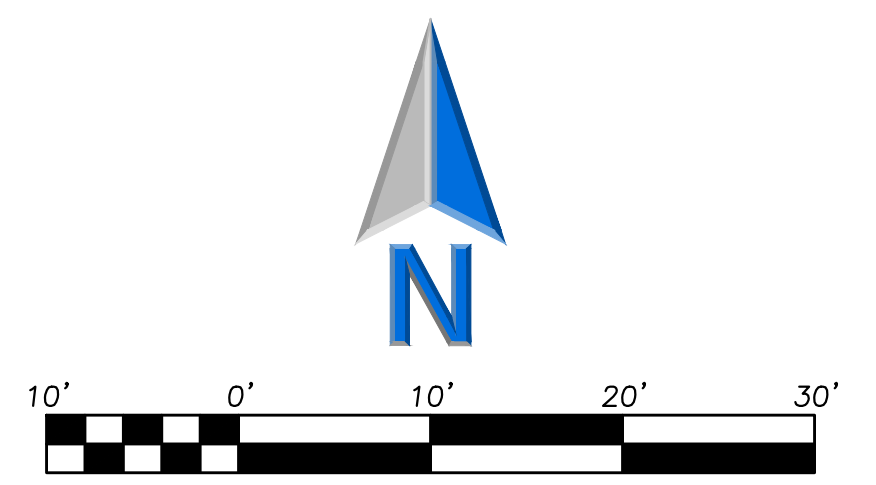


PAVING & SURFACE LEGEND

- Concrete Sidewalk Section
2" Portland Cement Concrete
4" Aggregate Base Course, Type B, Crushed
- Concrete Driveway Section
2" Portland Cement Concrete
6"x6" W2.3xW2.9 Welded Wire Fabric
6" Aggregate Base Course, Type B, Crushed
- Brick Paver Parking Lot Section
See Structural Drawings
- Pavement Restoration in Public Way
2" (Min.) Hot Mix Asphalt Surface Course
8" 1" (Min.) Hot Mix Asphalt
(Or Match Existing, Whichever is Greater)
4" (Min.) Subbase Granular Material
- Pavement Restoration in Public Alley
2" (Min.) Portland Cement Concrete
(Or Match Existing, Whichever is Greater)
No. 6 Epoxy Coated Steel Bars, Min. 24" Long
Crouted in Place At 24" O.C.
4" (Min.) Subbase Granular Material
- Brick Paver Sidewalk Section
See Landscape Architect Drawings
- Ridge Line/High Point

GRADING NOTES

- The Grading and Construction of Proposed Improvements Shall Be Done in A Manner Which Will Allow For Positive Drainage, and Not Cause Ponding of Stormwater on the Surface of Proposed Improvements.
- All Landscaped Areas Disturbed by Construction Shall Be Replaced With 6 Inches (Min.) to 12 Inches (Max.) Topsoil and Hydroseeded Unless Noted Otherwise On The Landscape Drawings.
- Refer to Architectural Drawings for Locations and Patterns of Expansion and Control Joints in Concrete Pavement and Sidewalks.
- Accessible Parking Spaces and Loading Spaces Shall Be Sloped at Maximum 2:125 in Any Direction. Maximum Sidewalk Cross Slope Shall be 2:125. Maximum Longitudinal Sidewalk Slope Shall Be 4:100. Contact Engineer if Conflicts Exist.
- Rebuild Existing Structures and Adjust Rim Elevations to Match Proposed Ground Elevations.



Scale: 1" = 10'

EXISTING	PROPOSED
Manhole	Manhole
Catch Basin	Catch Basin
Valve	Valve
Area Drain	Area Drain
Clean Out	Clean Out
Flared End Section	Flared End Section
Sanitary Sewer	Sanitary Sewer
Combined Sewer	Combined Sewer
Water Main	Water Main
Gas Line	Gas Line
Overhead Wires	Overhead Wires
Electric Cable (Buried)	Electric Cable (Buried)
Telephone Line	Telephone Line
Fire Hydrant	Fire Hydrant
Valve Vault	Valve Vault
Bus Stop	Bus Stop
Downspout	Downspout
Ballard	Ballard
Gas Valve	Gas Valve
Gas Meter	Gas Meter
Electric Meter	Electric Meter
Electric Manhole	Electric Manhole
Hand Hole	Hand Hole
Light Pole w/ Mast Arm	Light Pole w/ Mast Arm
Utility Pole	Utility Pole
Telephone Pedestal	Telephone Pedestal
Telephone Manhole	Telephone Manhole
Wall Hydrant	Wall Hydrant
Conerers	Conerers
Sign	Sign
Fence	Fence
Accessible Parking Stall	Accessible Parking Stall
Curb & Gutter	Curb & Gutter
Depressed Curb	Depressed Curb
Curb Elevation	Curb Elevation
Gutter Elevation	Gutter Elevation
Pavement Elevation	Pavement Elevation
Sidewalk Elevation	Sidewalk Elevation
Ground Elevation	Ground Elevation
Top of Existing Wall Elevation	Top of Existing Wall Elevation
Seam	Seam
Contour Line	Contour Line
Deciduous Tree	Deciduous Tree
Coniferous Tree	Coniferous Tree
Brunellia	Brunellia
Tree Protection Fencing at Dig Line	Tree Protection Fencing at Dig Line

GENERAL NOTES

- The Location of Existing Underground Utilities, Such As Watermain, Sewers, Gas Lines, Etc., As Shown On The Plans, Has Been Determined From The Best Available Information and Is Given For The Convenience of The Contractor. However, The Owner and The Engineer Do Not Assume Responsibility in The Event That During Construction, Utilities Other Than Those Shown May Be Encountered, and That The Actual Location of Those Which Are Shown May Be Different From The Location As Shown On The Drawings. Contact Engineer Immediately if Surface and/or Subsurface Features Are Different Than Shown On The Drawings.
- Notify The Engineer Without Delay of Any Discrepancies Between the Drawings and Existing Field Conditions.
- Contractor Shall Provide Private Utility Locating Services for the Project Area.
- Notify The Owner, Engineer and The Village of Winnetka A Minimum of 48 Hours in Advance of Performing Any Work.
- All Areas, On or Off Site, Disturbed During Construction Operations and Not Part of the Work As Shown Hereon Shall Be Restored To Original Condition to the Satisfaction of the Owner or to Additional Cost to the Owner. It is Incumbent Upon Contractor to Show That Damaged Areas Were Not Disturbed By Construction Operations.
- These Drawings Assume That The Contractor Will Utilize An Electronic Drawing File (DWG) to Stake All Site Improvements Accordingly. Contractor Shall Re-Establish Horizontal Control. Horizontal Control Points Not Provided.
- No Person May Utilize The Information Contained Within These Drawings Without Written Approval From Erikson Engineering Associates, Ltd.
- The Engineer is Furnishing These Drawings For Construction Purposes As A Convenience To The Owner, Architect, Surveyor, or Contractor. Prior To The Use Of These Drawings For Construction Purposes, The User Of This Media Shall Verify All Dimensions and Locations of Buildings With The Foundation Drawings And Architectural Site Plan, and Coordinate All Dimensions and Locations of All Site Items. If Conflicts Exist The User Of This Information Shall Contact The Engineer Immediately.
- Provide An As-Built Survey Prepared By A Licensed Professional Land Surveyor in Accordance With The Authorities Having Jurisdiction Which Shall Include As a Minimum All Detention Basins and Best Management Practices, Include All Storm and Sanitary Sewers, Structure Locations, Sizes, Rim and Invert Elevations, Final Detention Volume Calculations For The Basin(s), Watermain and Valve and Appurtenance Locations.
- The Illinois Department Of Transportation Standard Specifications For Road And Bridge Construction Latest Edition, And All Addenda Thereof, Shall Govern The Earthwork And Paving Work Under This Contract Unless Noted Otherwise.

JPMORGAN CHASE & CO.

Gensler
11 East Madison Street
Suite 300
Chicago, IL 60602
United States
Tel 312.456.0123
Fax 312.456.0124

RIVERSIDE
INVESTMENT & DEVELOPMENT
150 N. Riverside Plaza, Suite 1800
Chicago, IL 60606
USA
Tel 312.788.1800

ERIKSON ENGINEERING ASSOCIATES, LTD.
CIVIL / LANDSCAPE
145 Commerce Drive, Suite A
Graylake, IL 60030
USA
Tel 847.223.4804
Fax 847.223.4864

Stantec
MEPPF
233 S. Wacker Dr #5300
Chicago, IL 60606
USA
Tel 312.372.1200

Longman Lindsey
ACOUSTICS
200 West 41st Street, Suite 1100
New York, NY 10036
USA
Tel 212.315.6400

Date	Description
1 08/18/2023	ISSUED FOR VILLAGE PD
2 10/27/2023	PERMIT REVISIONS
3 12/15/2023	ISSUED FOR 100% SD
4 12/15/2023	PERMIT REVISIONS

Seal / Signature

NOT FOR CONSTRUCTION

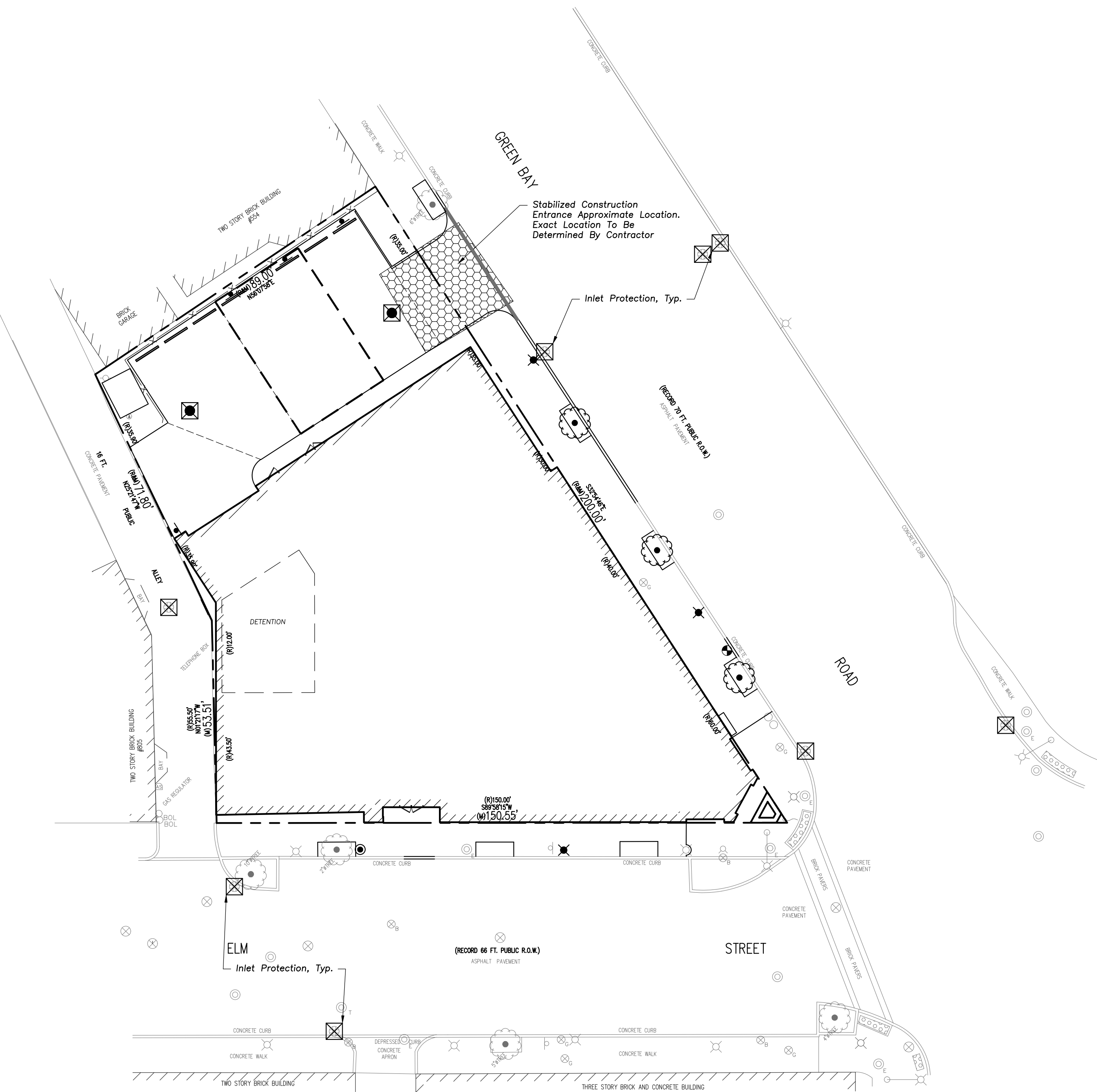
Project Name

Project Number

Description
SITE GRADING AND PAVING PLAN

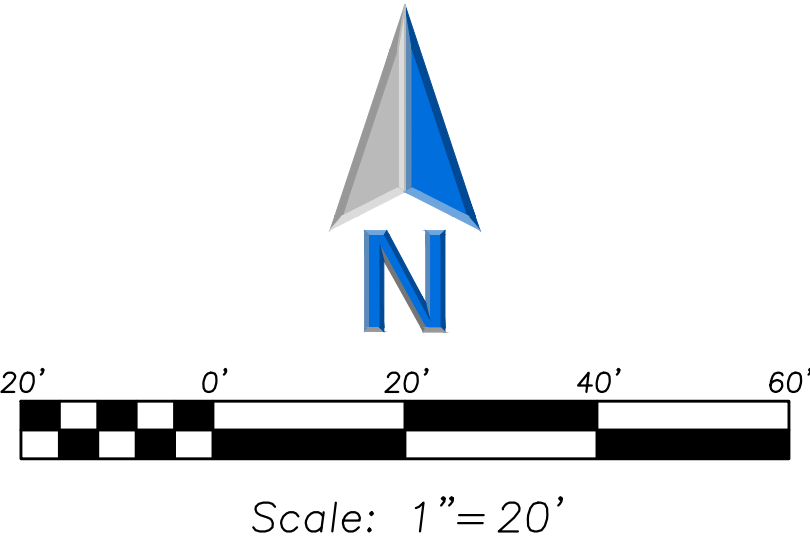
Scale

C4.00



- GENERAL NOTES**
- The Location of Existing Underground Utilities, Such As Watermains, Sewers, Gas Lines, Etc., As Shown On The Plans, Has Been Determined From The Best Available Information and Is Given For The Convenience of The Contractor. However, The Owner and The Engineer Do Not Assume Responsibility In The Event That During Construction, Utilities Other Than Those Shown May Be Encountered, and That The Actual Location of Those Which Are Shown May Be Different From The Location As Shown On The Drawings. Contact Engineer Immediately If Surface and/or Subsurface Features Are Different Than Shown On The Drawings.
 - Notify The Engineer Without Delay of Any Discrepancies Between the Drawings and Existing Field Conditions.
 - Contractor Shall Provide Private Utility Locating Services for the Project Area.
 - Notify The Owner, Engineer and The Village of Winnetka A Minimum of 48 Hours In Advance of Performing Any Work.
 - All Areas, On or Off Site, Disturbed During Construction Operations and Not Part of the Work As Shown Hereon Shall Be Restored To Original Condition to the Satisfaction of the Owner at No Additional Cost to the Owner. It is Incumbent Upon Contractor to Show That Damaged Areas Were Not Disturbed By Construction Operations.
 - These Drawings Assume That The Contractor Will Utilize An Electronic Drawing File (DWG) to Stake All Site Improvements Accordingly. Contractor Shall Re-Establish Horizontal Control. Horizontal Control Points Not Provided.
 - No Person May Utilize The Information Contained Within These Drawings Without Written Approval From Eriksson Engineering Associates, Ltd.
 - The Engineer Is Furnishing These Drawings For Construction Purposes As A Convenience To The Owner, Architect, Surveyor, or Contractor. Prior To The Use Of These Drawings For Construction Purposes, The User Of This Media Shall Verify All Dimensions And Locations Of Buildings With The Foundation Drawings And Architectural Site Plan, and Coordinate All Dimensions and Locations of All Site Items. If Conflicts Exist The User Of This Information Shall Contact The Engineer Immediately.
 - Provide An As-built Survey Prepared By A Licensed Professional Land Surveyor In Accordance With The Authorities Having Jurisdiction Which Shall Include As a Minimum All Detention Basins and Best Management Practices, Include All Storm and Sanitary Sewers, Structure Locations, Sizes, Rim and Invert Elevations, Final Detention Volume Calculations For The Basin(s), Watermain and Valve and Appurtenance Locations.
 - The Illinois Department Of Transportation Standard Specifications For Road And Bridge Construction Latest Edition, And All Addenda Thereto, Shall Govern The Earthwork And Paving Work Under This Contract Unless Noted Otherwise.

- SOIL EROSION & SEDIMENTATION CONTROL NOTES**
- Illinois Urban Manual Shall Govern All Soil Erosion and Sediment Control, and Related Work.
 - Soil Disturbance Shall Be Conducted In Such a Manner as To Minimize Erosion. Soil Stabilization Measures Shall Consider the Time of Year, Site Conditions, and the Use of Temporary or Permanent Measures.
 - Soil Erosion and Sediment Control Features Shall Be Constructed Prior to the Commencement of Upland Disturbance.
 - Temporary Soil Stabilization Shall Be Applied to Topsoil Stockpiles and Disturbed Areas, Where Construction Activity Will Not Occur For A Period of More Than 14 Calendar Days, Temporary Measures Shall Be Applied Within 7 Calendar Days of the End of Active Hydrologic Disturbance. The Sediment Control Measures Shall Be Maintained On A Continuing Basis Until The Site Is Permanently Stabilized And All Inspections Are Complete. Permanent Stabilization Shall Be Completed Within 14 Days after Completion of Final Grading of Soil.
 - All Temporary And Permanent Erosion Control Measures Shall Be Removed Within 30 Days After Final Site Stabilization Is Achieved Or After The Temporary Measures Are No Longer Needed. Trapped Sediment And Other Disturbed Soil Areas Shall Be Permanently Stabilized.
 - Final Site Stabilization Is Defined By The EPA General Permit As Meaning That All Soil Disturbing Activities At The Site Have Been Completed, And That A Uniform Perennial Vegetative Cover With A Density Of 70 Percent Of The Cover For Unpaved Areas Not Covered By Permanent Structures Has Been Established Or Equivalent Permanent Stabilization Measures (Such As The Use Of Riprap, Gabions, Or Geotextiles) Have Been Employed.
 - All Storm Sewer Structures That Are, Or Will Be, Functioning During Construction Shall Be Protected, Filtered, Or Otherwise Treated To Remove Sediment. The General Contractor Shall Use and Maintain "Dandy Pop" Inlet Protectors (or equal) and Filter Watties Around The Grate In Landscaped Areas And "Catch-All" Inlet Protectors (or equal, such as Park Chop Sedguard) In Paved Areas To Prevent Siltation and Discharge Into Waterways.
 - All Temporary And Permanent Sediment And Erosion Control Measures Must Be Maintained, Repaired, And Inspected In Conformance With All Applicable IEPA-NPDES Phase II.
 - Following The Termination Of Construction Activities And Issuance Of The Required "Notice Of Termination", The Permittees Must Keep A Copy Of The Storm Water Pollution Prevention Plan, Inspection Reports, And Records Of All The Data Used To Complete The Notice Of Intent For A Period Of At Least Three Years Following Final Stabilization.
 - Install And Maintain Silt Fence At The Perimeter Of The Construction Zone And Wetland Areas And As Shown On The Plans. Maintain Silt Fence Throughout Construction And Until Vegetation Has Been Fully Established.
 - Contractor Shall Provide Qualified Soil Erosion and Sediment Control Inspector Services In Accordance with NPDES and Governmental Requirements. Inspections Shall Occur at Every Seven Calendar Days Or Within 24 Hours of a 0.5" or Greater Rainfall Event. Engineer Shall Be Copied on Inspection Logs.
 - The Erosion Control Measures Indicated On The Drawings Are The Minimum Requirements. Additional Measures May Be Required As Directed By The Qualified Soil and Erosion Sediment and Control Inspector Or Governing Agency.
 - Unless Otherwise Indicated on the Drawings, Stabilize All Disturbed Ground Areas Where Slopes Exceed 6:1 or Within Swales with North American Green BioNet SC150BN Erosion Control Blanket, or Approved Equal.
 - Report Releases of Reportable Quantities of Oil or Hazardous Materials If They Occur In Accordance with IEPA NPDES Requirements.
 - All Concrete Washout Shall Conform To The "Temporary Concrete Washout Facility" Standards (Code 954) of the Illinois Urban Manual, Latest Edition.
 - If Necessary, The SWPPP Shall Be Modified To Reflect Changes Required During The Effective Period Of The IEPA NPDES General Permit No ILR10 and Local and County Permits.
 - Dewatering of Excavations Shall be Performed in a Manner Such as Through the use of Filter Bags or Polymer Treated Dewatering Swales, so as to Not Discharge Sediment Laden Water into Storm Sewers Tributary to Open Water.



LEGEND	
EXISTING	PROPOSED

SOIL EROSION & SEDIMENTATION CONTROL LEGEND	
	Construction Entrance
	Inlet Protection

- INTENDED SEQUENCE OF MAJOR SEDIMENT AND EROSION CONTROL MEASURES**
- Install Stabilized Construction Entrance
 - Install All Downslope and Sideslope Perimeter Controls Before Commencement of Any Ground Disturbing Activity.
 - Do Not Disturb An Area Until It is Necessary For Construction To Proceed.
 - Cover and Stabilize Disturbed Areas As Soon As Possible.
 - When Practical, Time Construction Activities To Limit Impact From Seasonal Climate Changes or Weather Events.
 - Construct Sedimentation Basins and Structures.
 - Perform Grading Operations and Installation of Site Infrastructure and Pavement.
 - Install Permanent Seeding and Plantings.
 - Remove Accumulated Sediment From Basins and Along Silt Fence.
 - Construction of Infiltration Measures Shall Take Place Following Stabilization of Upstream Drainage Areas.
 - Remove Temporary Sediment and Erosion Control Measures Following Final Stabilization of All Disturbed Areas.

JPMORGAN CHASE & CO.
791 Elm St, Winnetka, IL 60093

Gensler

11 East Madison Street
Suite 300
Chicago, IL 60602
United States

Tel 312.456.0123
Fax 312.456.0124



Date	Description
1 08/18/2023	Issued For Village PD
2 10/27/2023	Permit Revisions

Seal / Signature

NOT FOR
CONSTRUCTION

Project Name
JPMorgan Chase Private Bank,
Winnetka

Project Number
21.1062.000

Description
SOIL EROSION AND
SEDIMENTATION CONTROL
PLAN

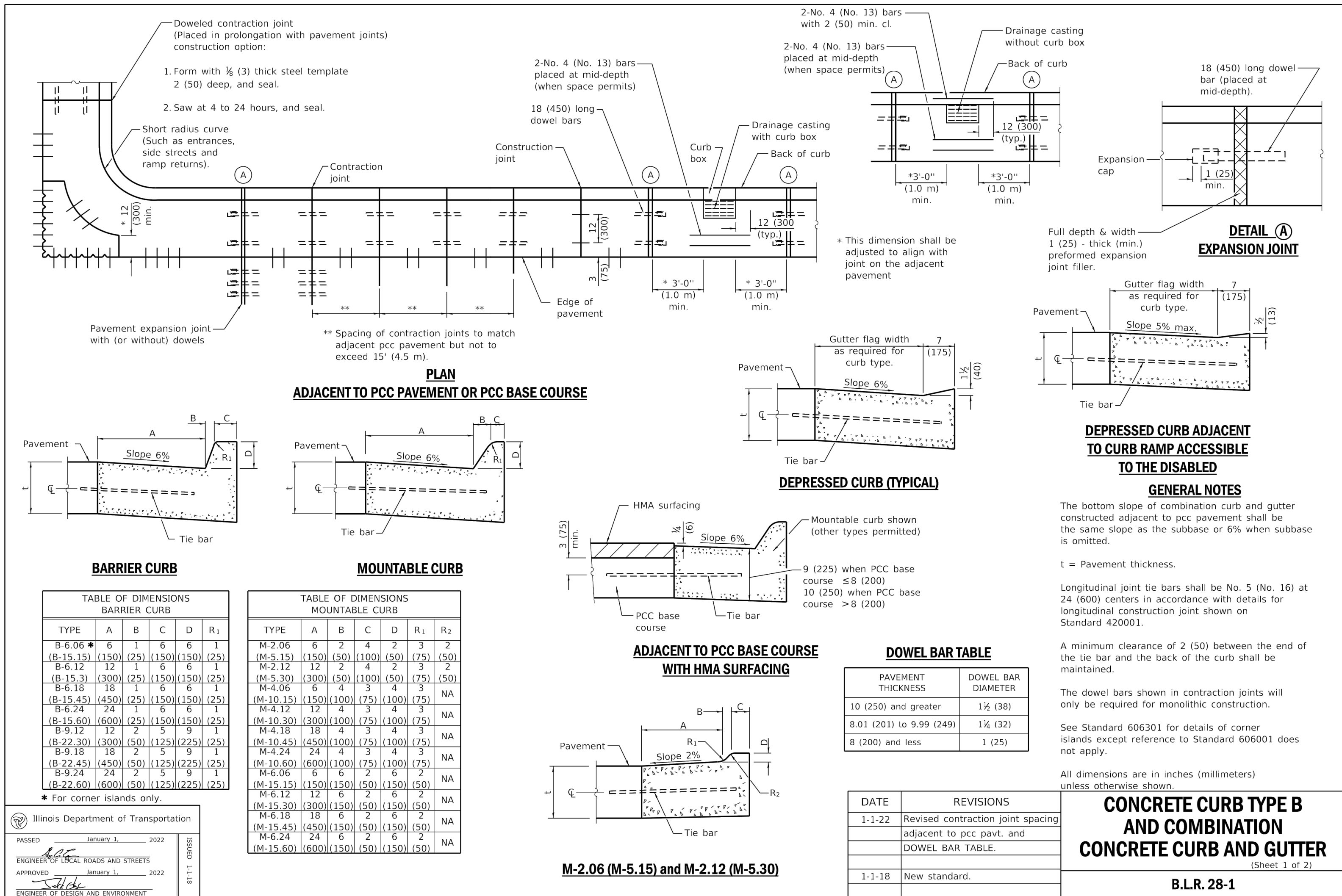
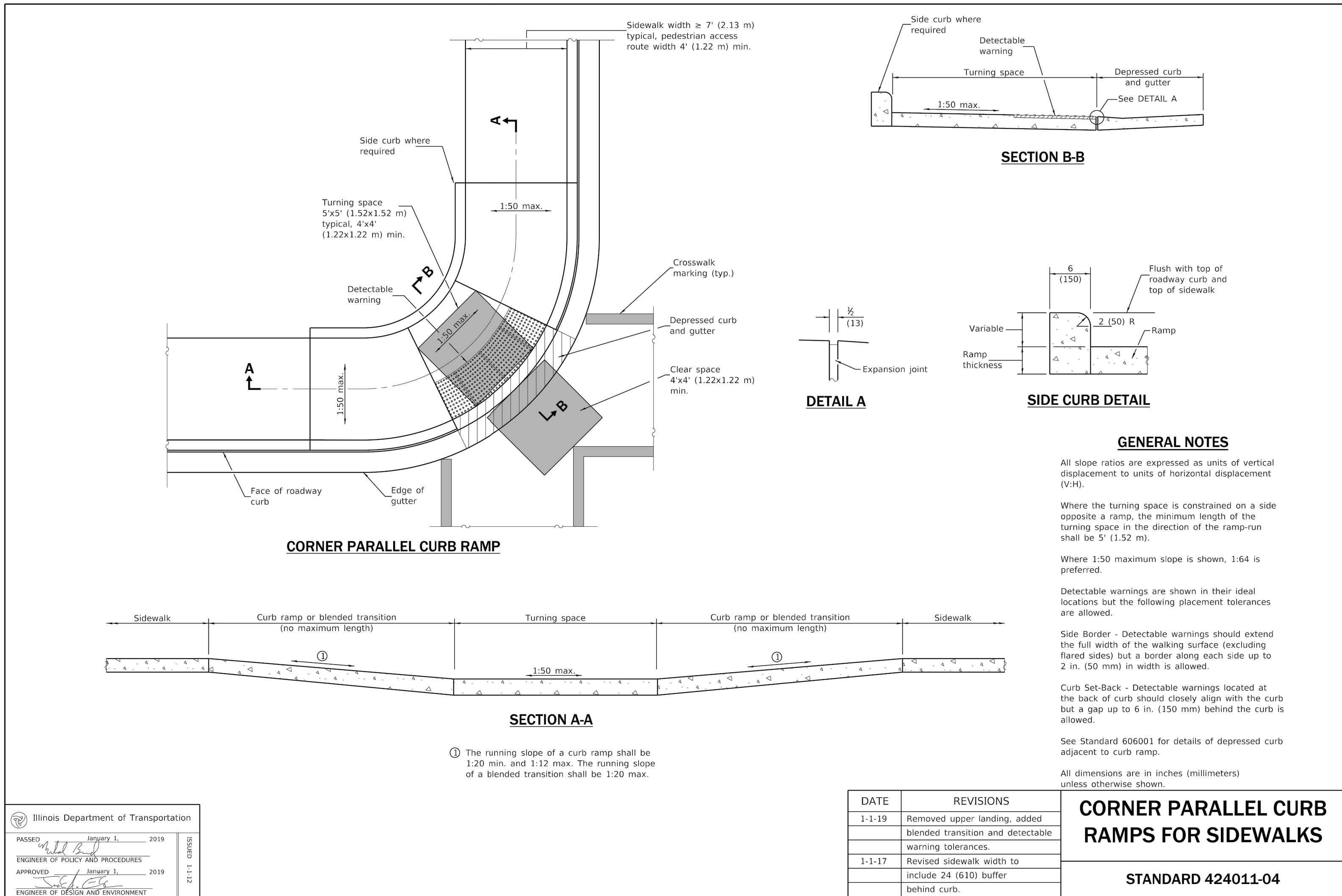
Scale
1" = 20'

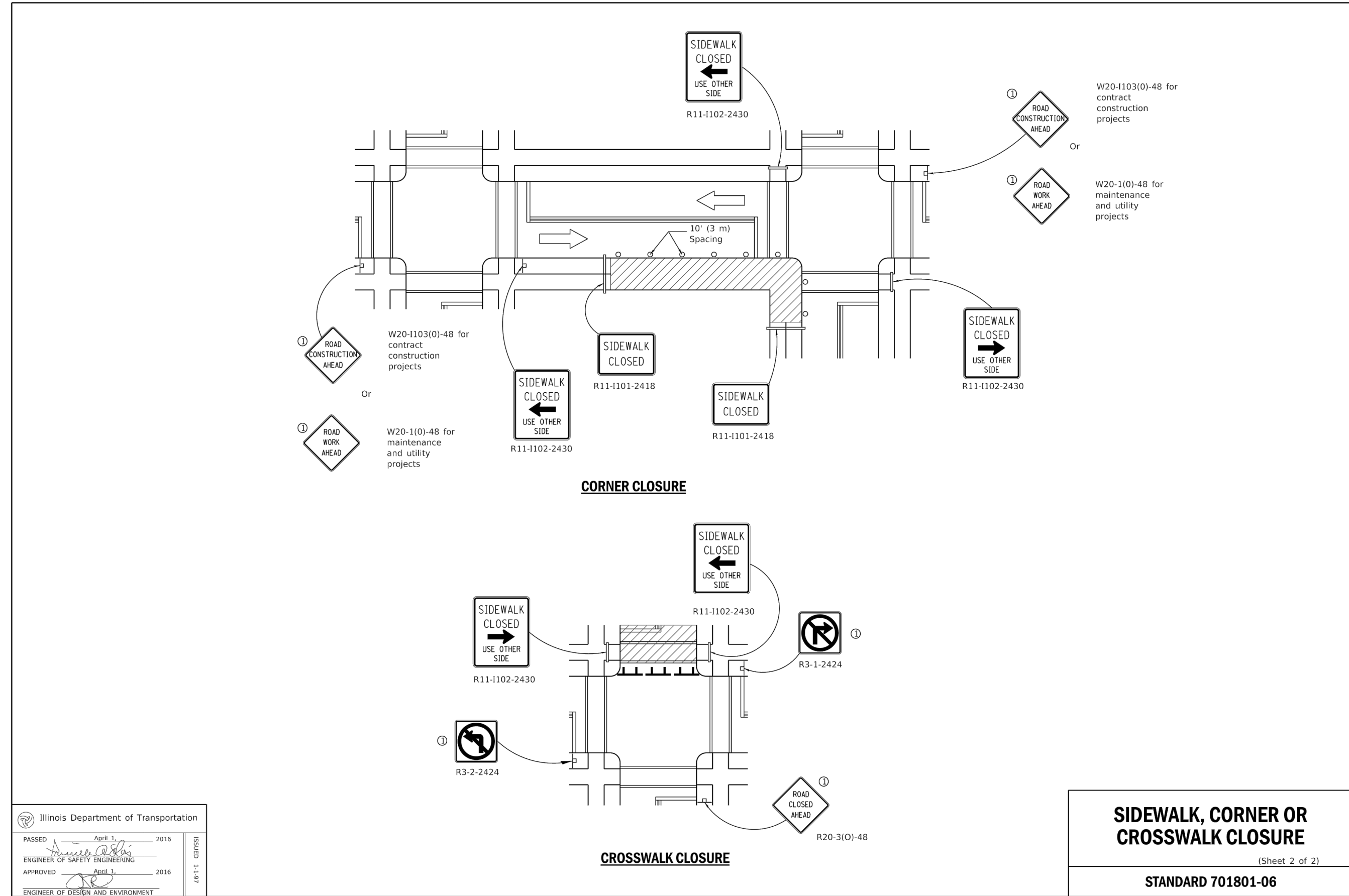
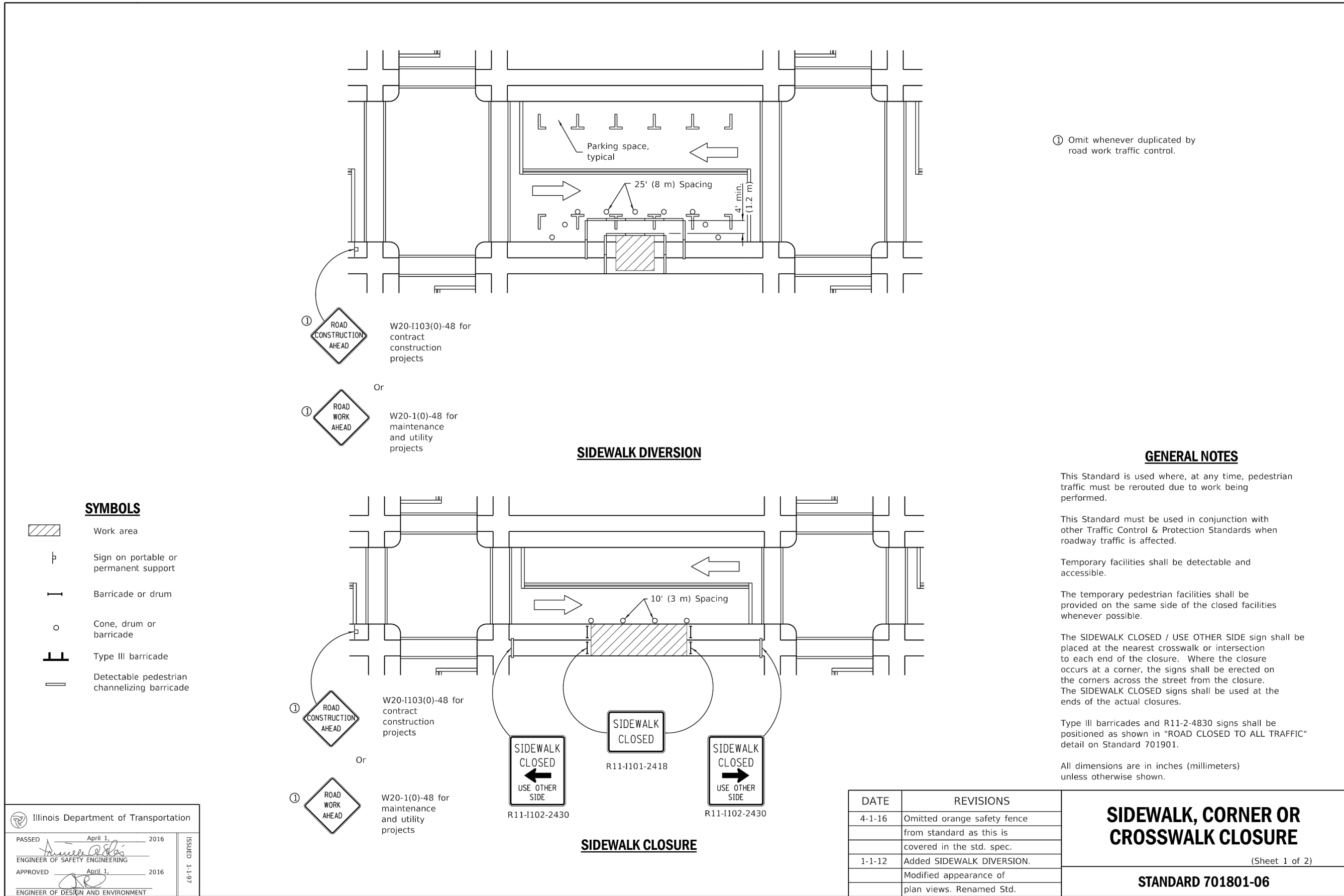
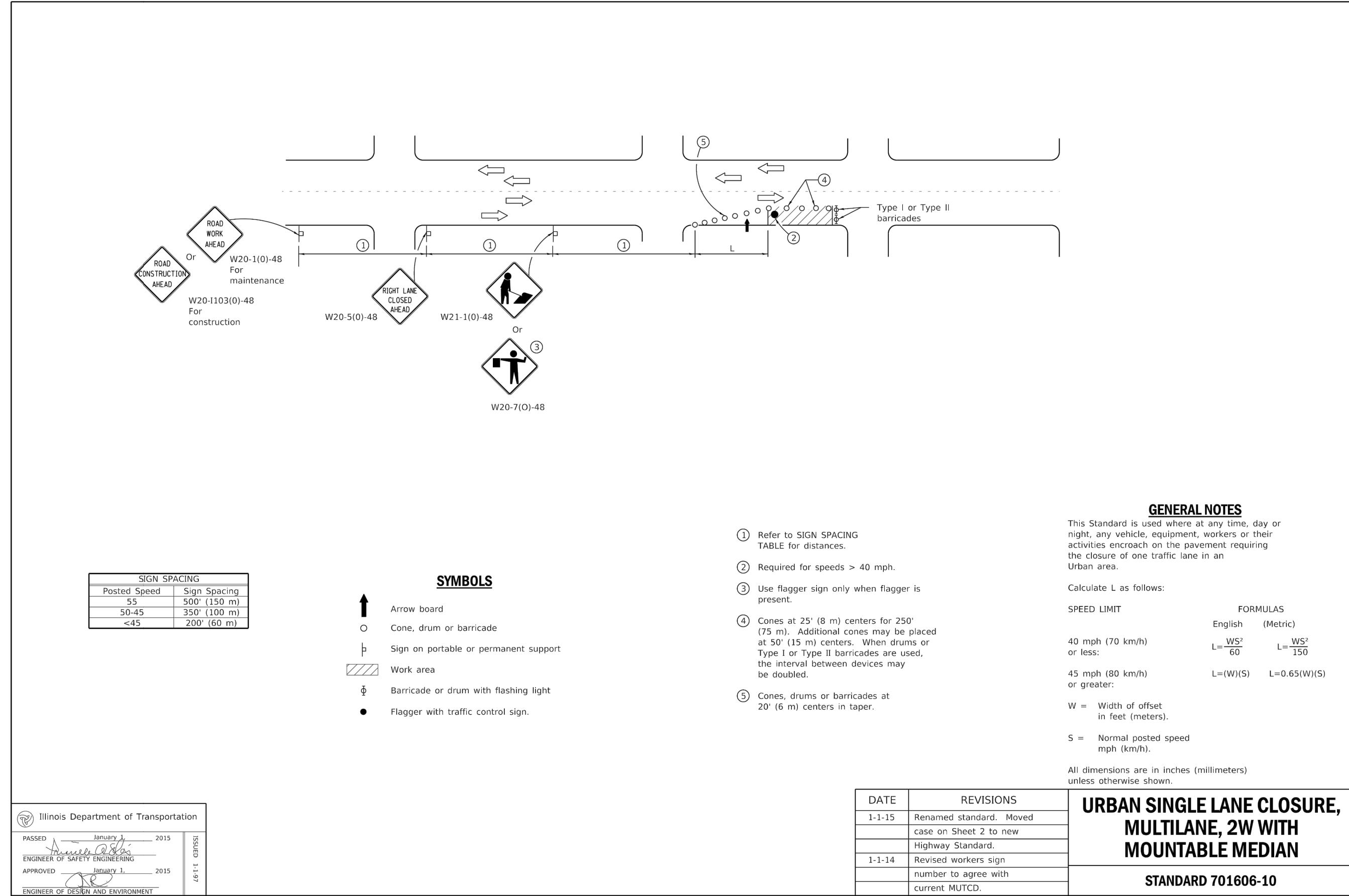
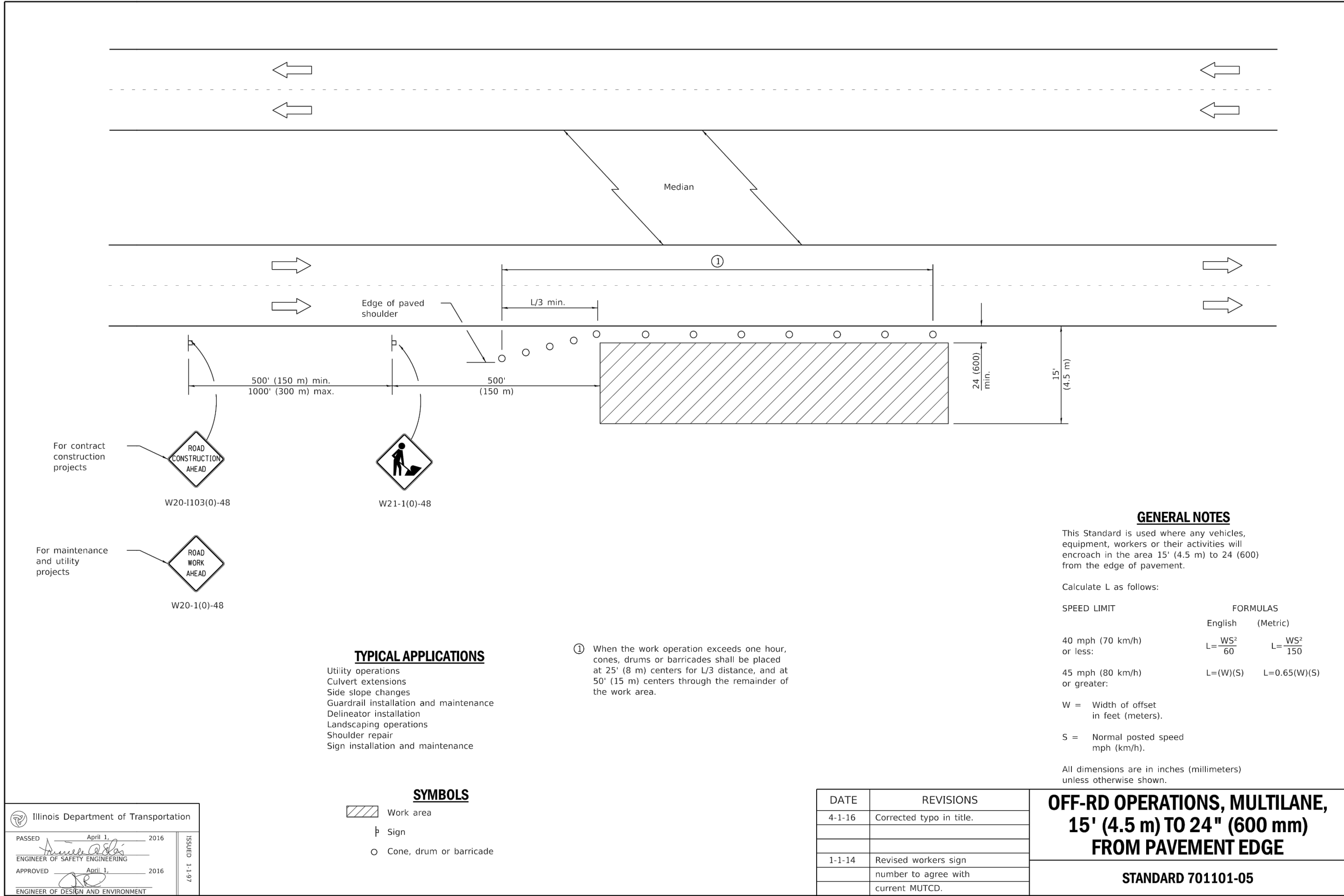
C5.00



ERIKSSON
ENGINEERING
ASSOCIATES, LTD.
145 COMMERCE DRIVE, SUITE A
GRAYSLAKE, ILLINOIS 60030
PHONE (847) 823-4804
FAX (847) 223-4864
WWW.INFO@EEA-IL.COM

Date	Description
1 08/18/2023	Issued For Village PD
2 10/27/2023	Permit Revisions





JPMORGAN CHASE & CO.
791 Elm St, Winnetka, IL 60093

Gensler

11 East Madison Street
Suite 300
Chicago, IL 60602
United States

Tel 312.456.0123
Fax 312.456.0124



Date
10/27/2023

Description
Issued For Village PD
Permit Revisions

Seal / Signature

NOT FOR CONSTRUCTION

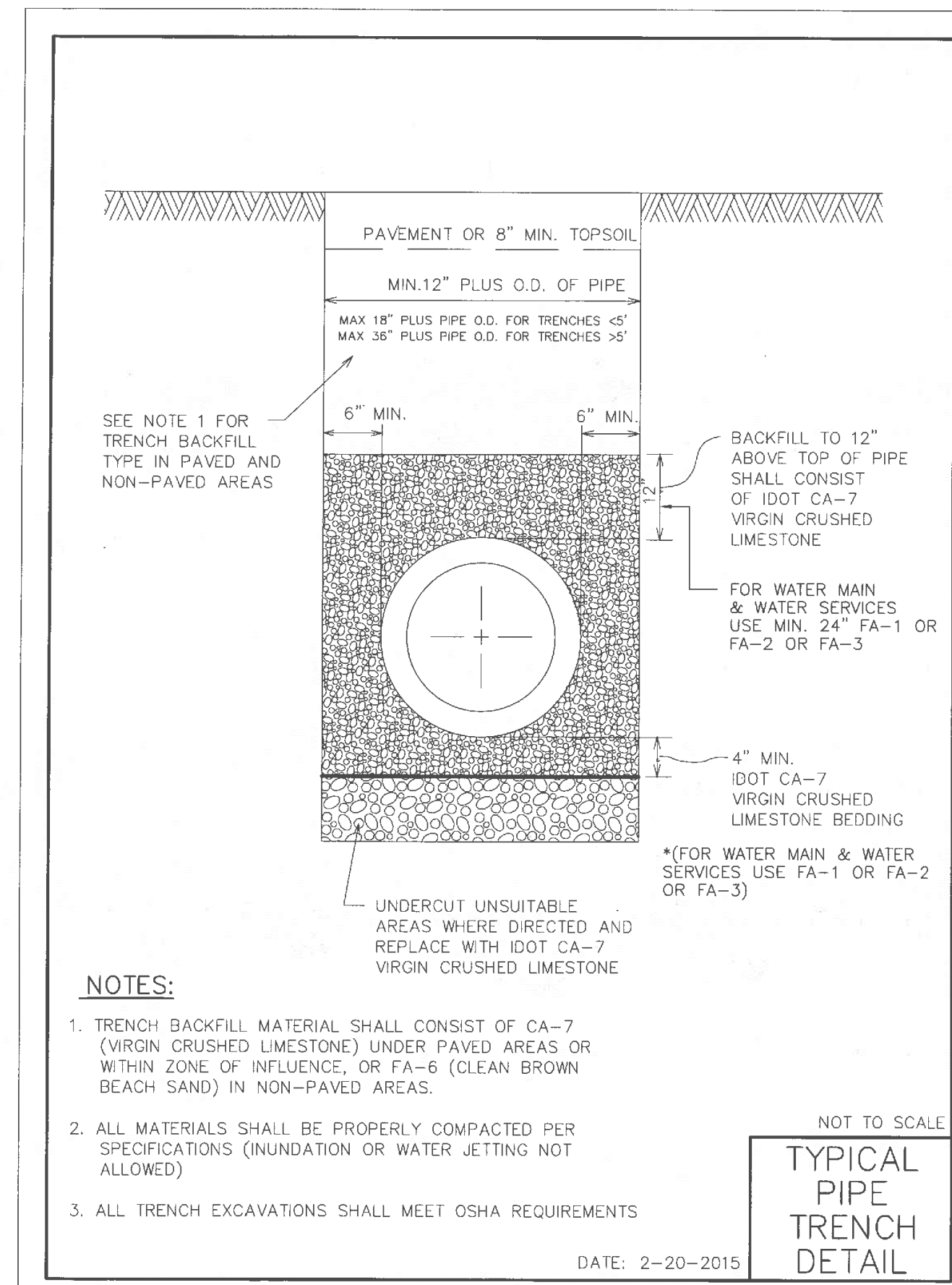
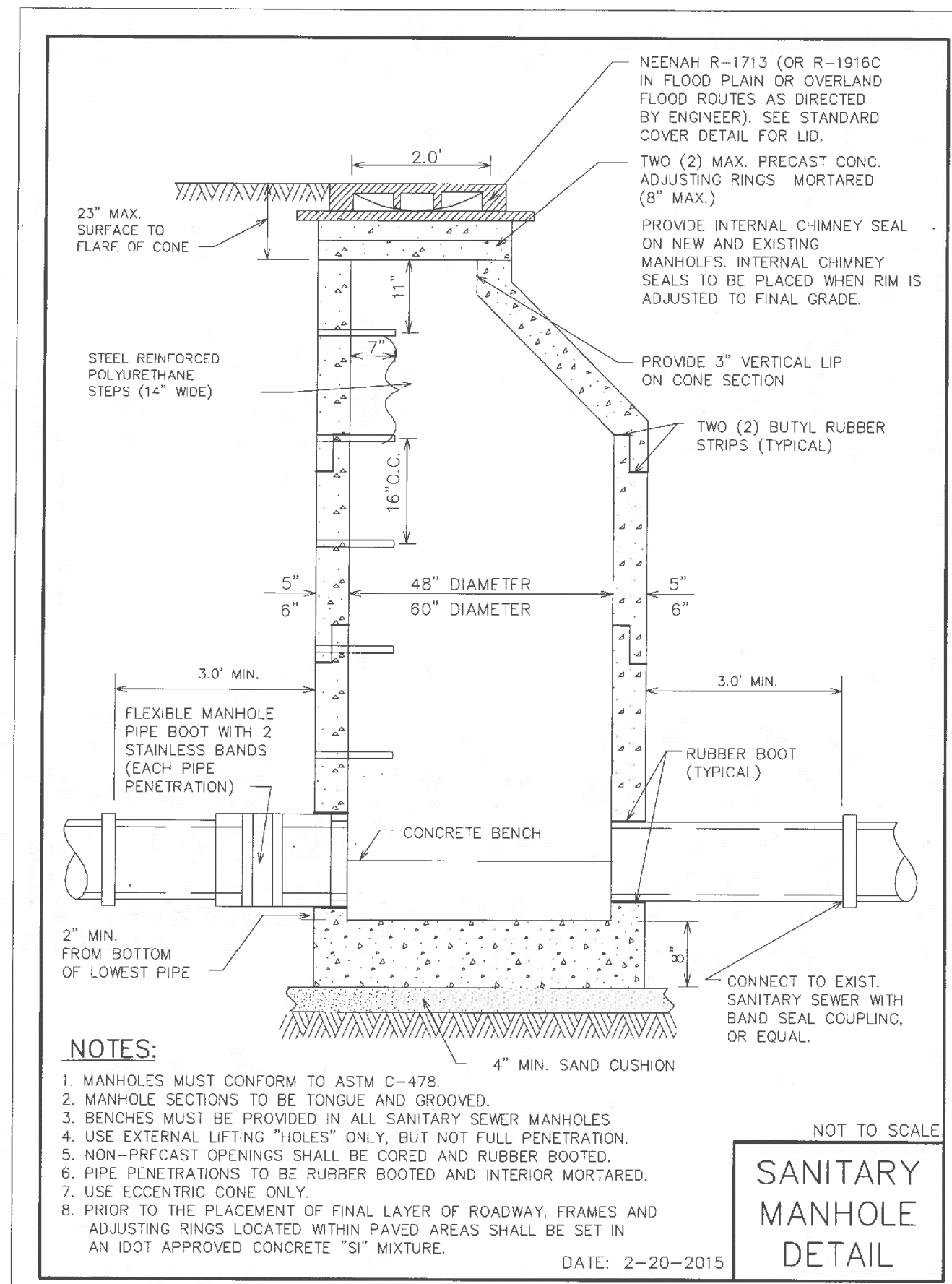
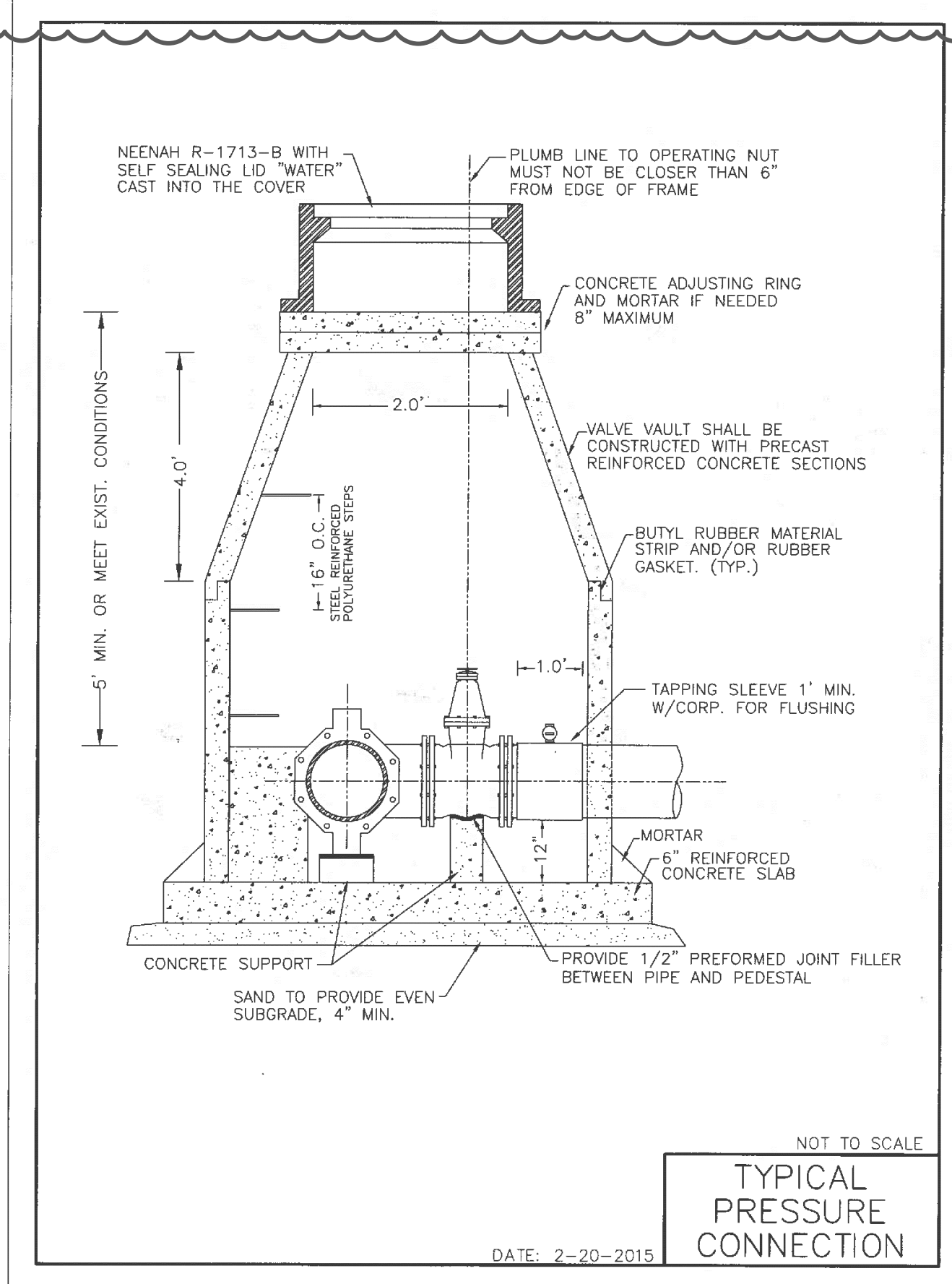
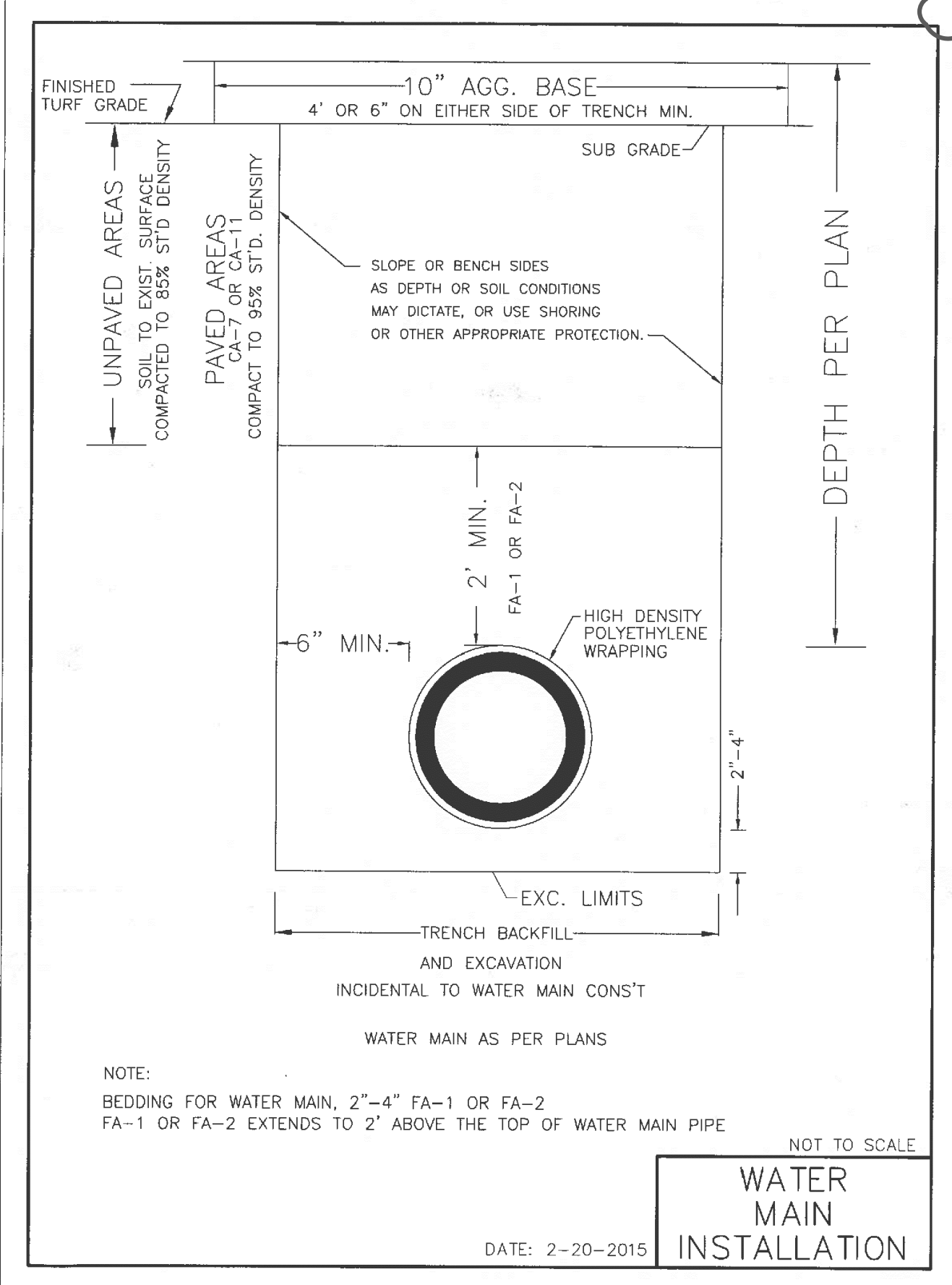
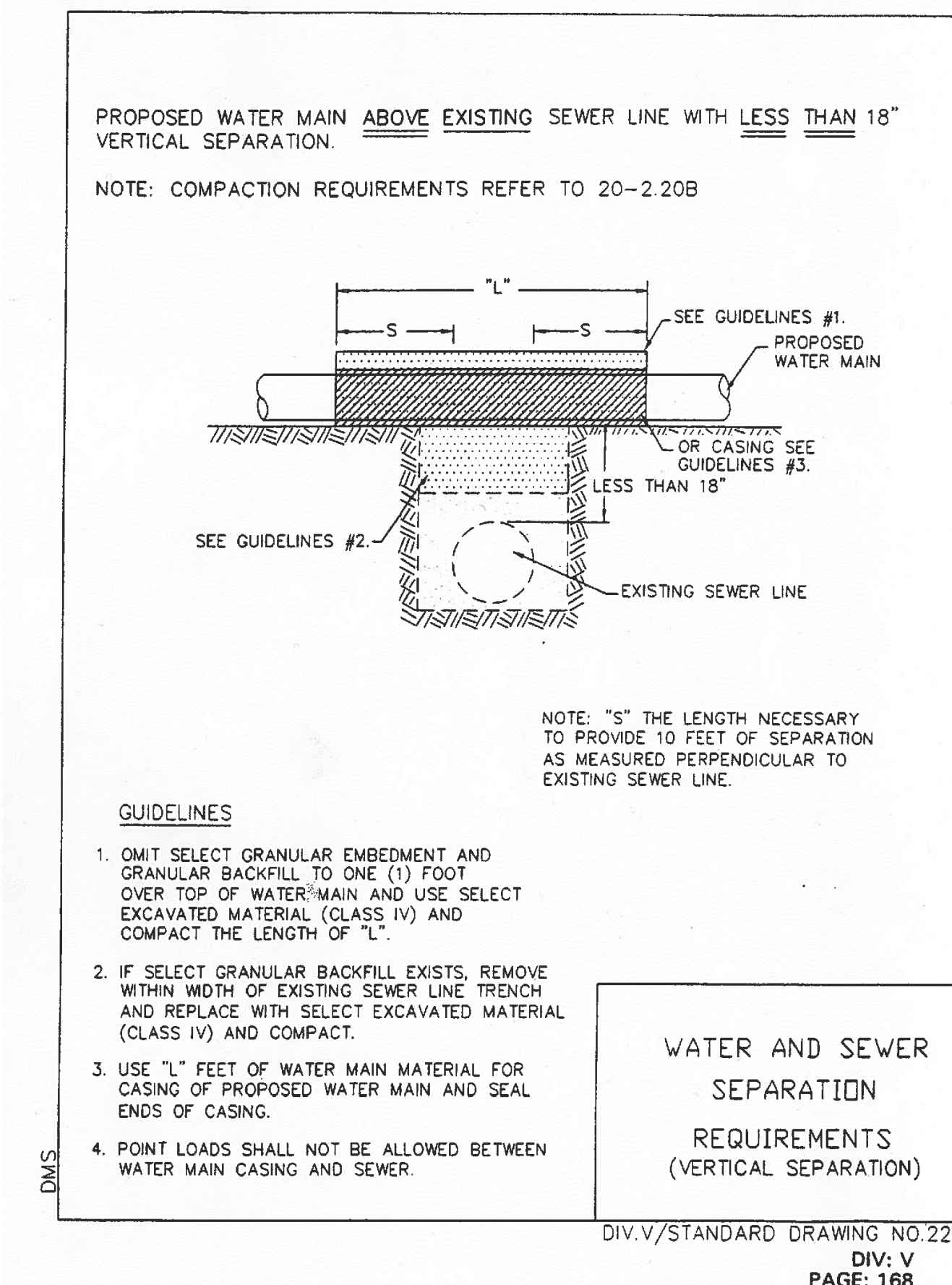
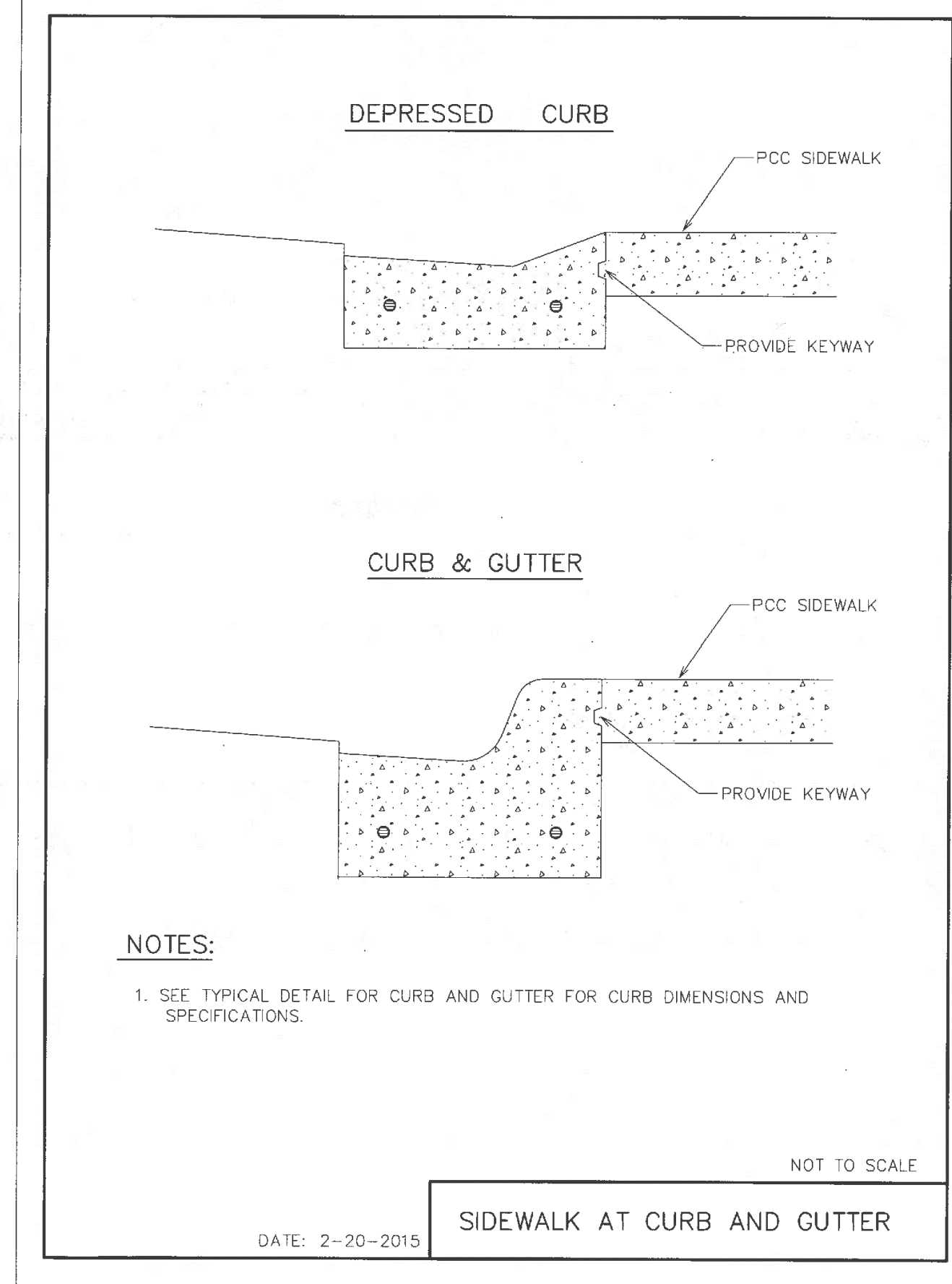
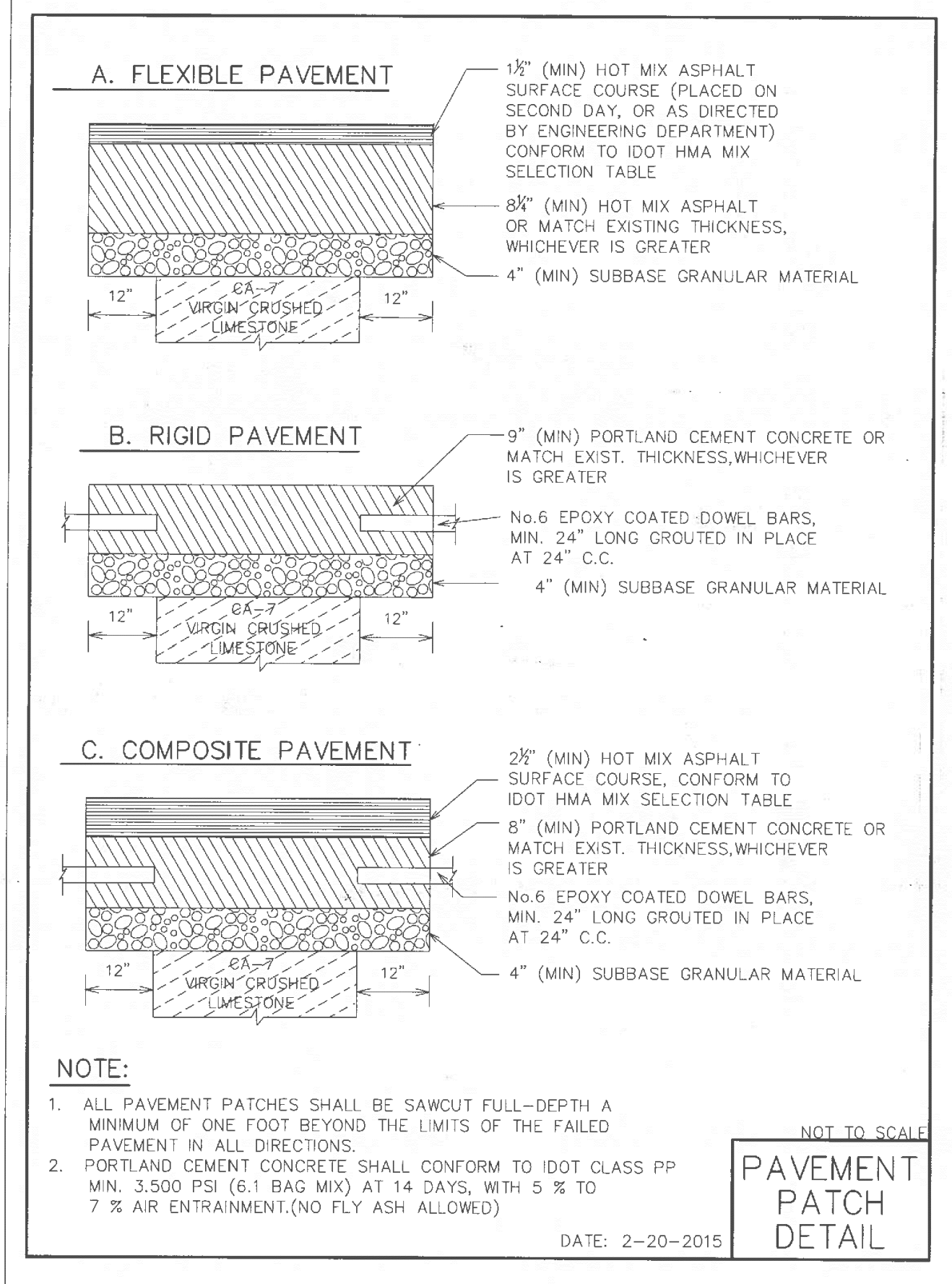
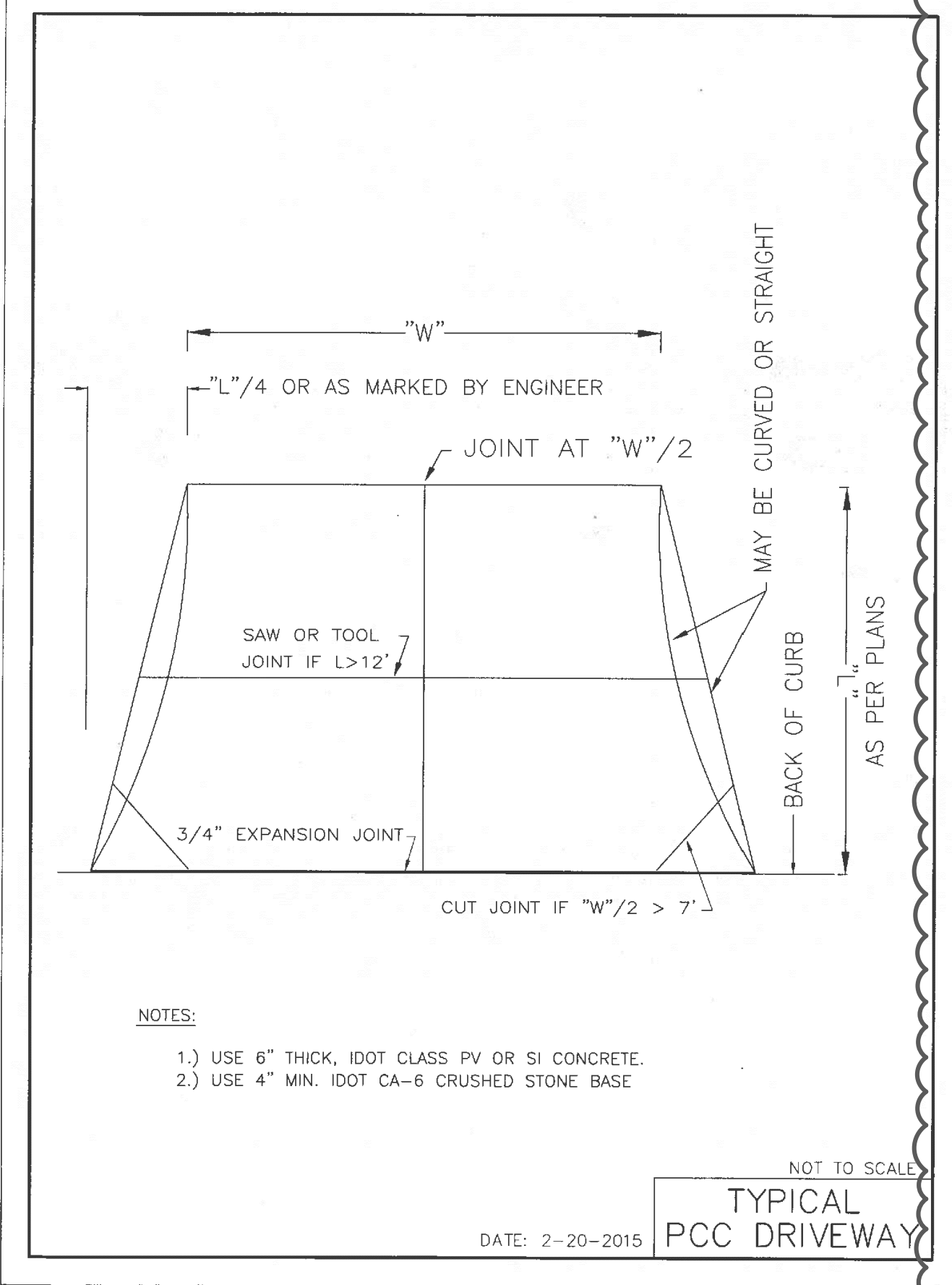
Project Name
JPMorgan Chase Private Bank, Winnetka

Project Number
21.1062.000

Description
SITE WORK DETAILS - ILLINOIS DEPARTMENT OF TRANSPORTATION

Scale
1" = 20'

C6.02



JPMORGAN CHASE & CO.

Gensler
11 East Madison Street
Suite 300
Chicago, IL 60602
United States
Tel 312.456.0123
Fax 312.456.0124

RIVERSIDE
INVESTMENT & DEVELOPMENT
150 N. Riverside Plaza, Suite 1800
Chicago, IL 60606
USA
Tel 312.788.1800

ERIKSBORG
ENGINEERING ASSOCIATES, LTD.
CIVIL / LANDSCAPE
145 Commerce Drive, Suite A
Graylake, IL 60030
USA
Tel 847.223.4804
Fax 847.223.4864
PIERCE ENGINEERS
STRUCTURE
350 N. LaSalle, Suite 1010
Chicago, IL 60654
USA
Tel 312.761.5693

now
Stantec
MEPFP
233 S. Wacker Dr #5300
Chicago, IL 60606
USA
Tel 312.372.1200
Longman Lindsey
ACOUSTICS
200 West 41st Street, Suite 1100
New York, NY 10036
USA
Tel 212.315.6400

Date	Description
1 08/18/2023	ISSUED FOR VILLAGE PD
1 10/27/2023	PERMIT REVISIONS
2 12/15/2023	ISSUED FOR 100% SD
2 12/15/2023	PERMIT REVISIONS

Seal / Signature

NOT FOR CONSTRUCTION

Project Name

Project Number

Description
SITE WORK DETAILS -
VILLAGE OF WINNETKA

Scale

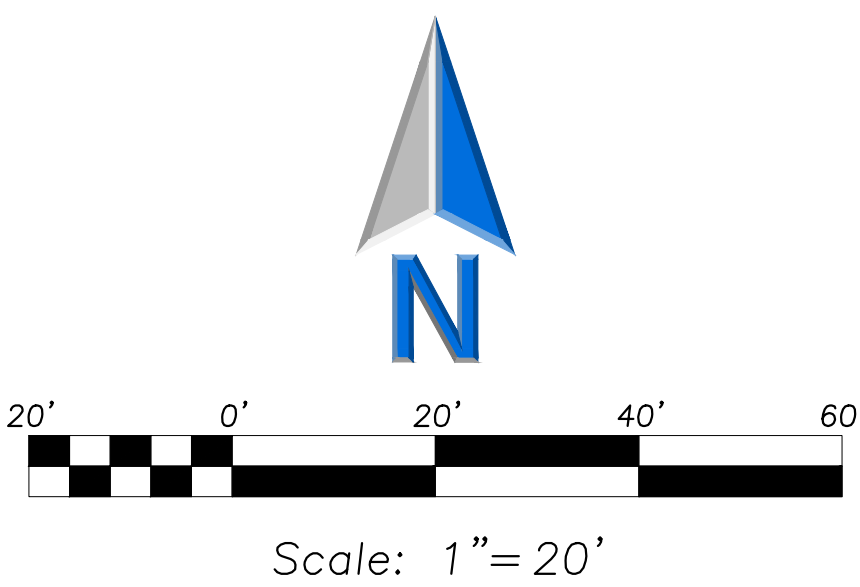
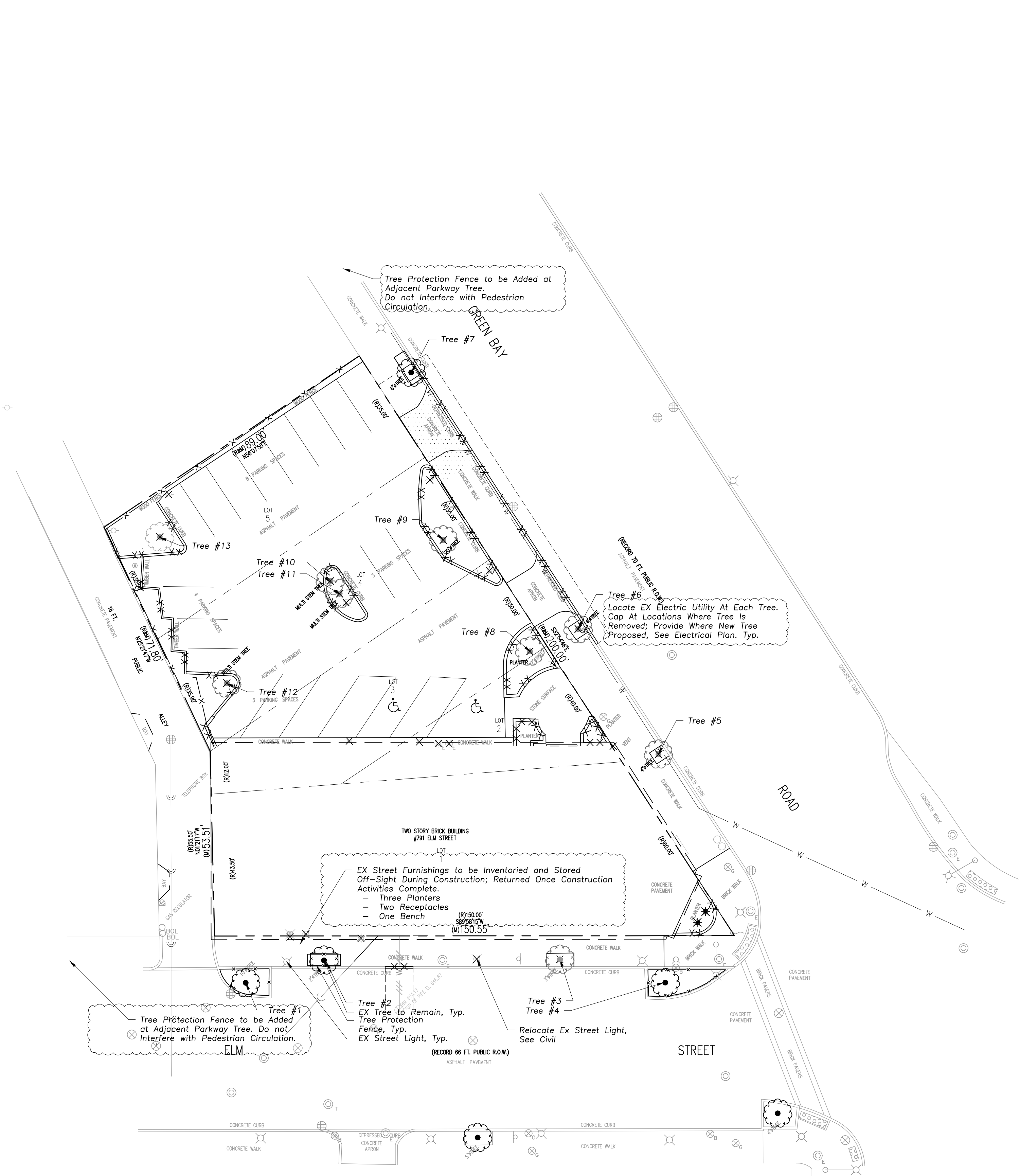
C6.03

© 2015 Gensler

EXHIBIT I

Tree Preservation Plan

(See Attached Exhibit I)



TREE PRESERVATION NOTES

1. THE CONTRACTOR SHALL VERIFY THE LOCATIONS OF ALL UNDERGROUND UTILITIES PRIOR TO INITIATING PLANTING OPERATIONS. THE CONTRACTOR SHALL REPAIR/ REPLACE AND UTILITY, PAVING, CURBING, ETC.. WHICH IS DAMAGED DURING PLANTING AND TREE REMOVAL OPERATIONS.
2. REFER TO PLAT OF SURVEY FOR LEGAL DESCRIPTION, BOUNDARY DIMENSIONS AND EXISTING CONDITIONS.
3. CONTRACTORS MUST VERIFY ALL QUANTITIES AND OBTAIN ALL PROPER PERMITS AND LICENSES FROM THE PROPER AUTHORITIES.
4. LANDSCAPE ARCHITECT IS NOT RESPONSIBLE FOR UNSEEN SITE CONDITIONS.
5. REMOVE ALL DEAD AND DISEASED PLANT MATERIAL FROM SITE AND DISPOSE OF PROPERLY.
6. PRUNE AND FERTILIZE ALL EXISTING VEGETATION TO REMAIN ON SITE.
7. TREE SYMBOL WITH NUMBER AND AN "X" INDICATES EXISTING TREE TO BE REMOVED.
8. TREE SYMBOL WITH NUMBER INDICATES EXISTING TREE TO REMAIN.
9. ANY EXISTING TREES TO BE RETAINED SHALL BE PROTECTED FROM SOIL COMPACTION AND OTHER DAMAGES THAT MAY OCCUR DURING CONSTRUCTION ACTIVITIES BY ERECTING FENCING AROUND SUCH MATERIALS AS SHOWN IN PLAN.
10. REVIEW TREE PROTECTION FENCE INSTALLATION WITH LANDSCAPE ARCHITECT, CITY FORESTER OR OWNERS REPRESENTATIVE PRIOR TO START OF CONSTRUCTION ACTIVITIES.
11. CONTRACT/ CONSTRUCTION FENCE TO INCLUDE PERIMETER OF TREE PROTECTION FENCE WHERE THESE INTERSECT.
12. MAINTAIN TREE PROTECTION AND FENCE WITHIN CONSTRUCTION/WORK LIMIT FENCE FOR THE DURATION OF THE PROJECT.
13. NO STAGING, TRENCHING, DIGGING, TRAFFICKING, RE-GRADING OR OTHER IMPACT SHALL BE ALLOWED IN TREE PROTECTION AREA.
14. CONTRACTOR MUST COORDINATE PLACEMENT OF EROSION CONTROL FENCE WITH TREE PROTECTION TO ENSURE MAXIMUM PROTECTION OF ROOTS, AND SOIL IN CANOPY ZONE.
15. TREE MAINTENANCE SHALL INCLUDE WATERING, WEEDING, REMOVAL OF DEBRIS AND DUST PROTECTION. WASH TREE AND LEAVES WITHIN 24 HOURS POST OVERSPRAY FROM DUST, PAINT, CONSTRUCTION RESIDUE.
16. TEMPORARILY TIE CANOPY IF NEEDED FOR OVERHEAD PROTECTION, NOT TOO EXCEED 24 HOURS PER WEEK.
17. WHEN CONSTRUCTION ACTIVITIES REQUIRE AGGREGATE FILL WITHIN PROTECTED CRITICAL ROOT ZONE, AN INERT STONE MATERIAL MUST BE USED. (AVOID LIMESTONE)
18. ROOT PRUNE WHERE ESTABLISHED TREE CRITICAL ROOT ZONES ARE IMPACTED BY CONSTRUCTION ACTIVITIES. TO BE DONE UNDER THE GUIDANCE OF A CERTIFIED ARBORIST.

TREE #	BOTANICAL NAME	COMMON NAME	TREE SIZE	Status	COMMENTS
1	Gymnocladus dioica	Kentucky Coffee Tree	10" Cal.	To Be Preserved	Parkway Tree
2	Gymnocladus dioica	Kentucky Coffee Tree	2" Cal.	To Be Preserved	Parkway Tree
3	Sorbus aucuparia	European Mountain Ash	3" Cal.	To Be Removed	Parkway Tree
4	Ulmus x	Elm species	6" Cal.	To Be Preserved	Parkway Tree
5	Ulmus x	Elm species	4" Cal.	To Be Preserved	Parkway Tree
6	Celtis occidentalis	Hackberry	4" Cal.	To Be Preserved	Parkway Tree
7	Ulmus x	Elm species	6" Cal.	To Be Preserved	Parkway Tree - Bark damage
8	Gleditsia triacanthos	Honey Locust	12" Cal.	To Be Removed	Internal Tree
9	Gleditsia triacanthos	Honey Locust	20" Cal.	To Be Removed	Internal Tree
10	Prunus virginiana	Canadian Choke Cherry	3"x3"x3"	To Be Removed	Internal Tree
11	Prunus virginiana	Canadian Choke Cherry	3"x3"x3"	To Be Removed	Internal Tree
12	Malus ionis	Prairie Crab Apple	3"x3"x3"	To Be Removed	Internal Tree
13	Tilia americana	American Basswood	6"x8" Cal.	To Be Removed	Internal Tree

PUBLIC ROW TREES REMOVED : 3 TREES
REPLACEMENT TREES : 5 TREES

PRIVATE REMOVAL INCHES : 42"
REQUIRED REPLACEMENT : 18"
PROPOSED REPLACEMENT : 0" (Below Grade Parking Lot Conflict)

JPMORGAN CHASE & CO.

Gensler

11 East Madison Street
Suite 300
Chicago, IL 60602
USA
Tel +1 312-456-0123
Fax +1 312-456-0124



LANDSCAPE ARCHITECTURE
145 Commerce Drive, Suite A, Grayslake, IL 60030
p: 847.223.4804 f: 847.223.4864 e: info@eea-ltd.com

Date	Description
1 08/18/2023	Issued For Village PD
2 10/27/2023	Permit Revisions

Seal / Signature

NOT FOR
CONSTRUCTION

Project Name

JPMorgan Chase Private Bank,
Winnetka

Project Number

21.1062.000

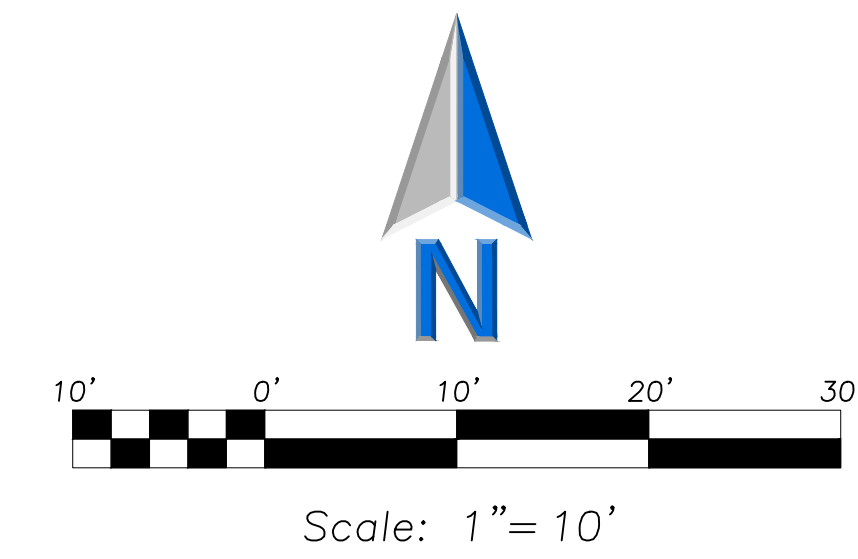
Description

TREE PRESERVATION
PLAN

Scale

L0.10

EXHIBIT J
Landscape Plan
(See Attached Exhibit J)



SHEET NOTES

1. PLANT QUANTITIES SHOWN IN THE PLANT SCHEDULE ARE FOR CONVENIENCE ONLY. THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING AND INSTALLING ALL MATERIALS SHOWN ON THE PLAN AND SHOULD NOT RELY ON THE PLANT SCHEDULE FOR DETERMINING QUANTITIES.
2. ALL PLANT MATERIALS SHALL BE NURSERY GROWN STOCK AND SHALL BE FREE FROM ANY DETERMINED DISEASES OR INSECT DAMAGE. ANY MATERIALS WITH DAMAGED OR CROOKED/DISTORTED LEADERS, BARK ABRASION, SUNSCALD, INSECT DAMAGE, ETC. ARE NOT ACCEPTABLE AND WILL BE REJECTED. TREES WITH MULTIPLE LEADERS WILL BE REJECTED UNLESS CALLED OUT IN THE PLANT SCHEDULE AS MULTI-STEM.
3. ALL LANDSCAPE IMPROVEMENTS SHALL MEET MUNICIPALITY REQUIREMENTS AND GUIDELINES, WHICH SHALL BE VERIFIED BY MUNICIPAL AUTHORITIES.
4. ALL PLANTING OPERATIONS SHALL BE COMPLETED IN ACCORDANCE WITH STANDARD HORTICULTURAL PRACTICES. THIS MAY INCLUDE, BUT NOT BE LIMITED TO, PROPER PLANTING BED AND TREE PIT PREPARATION, PLANTING MIX, PRUNING, STAKING AND GUTTING, WRAPPING, SPRAYING, FERTILIZATION, PLANTING AND ADEQUATE MAINTENANCE OF MATERIALS DURING CONSTRUCTION ACTIVITIES.
5. ALL PLANT MATERIALS SHALL BE INSPECTED AND APPROVED BY THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION. ANY MATERIALS INSTALLED WITHOUT APPROVAL MAY BE REJECTED.
6. THE CONTRACTOR SHALL GUARANTEE PLANT MATERIALS FOR A PERIOD OF ONE YEAR FROM DATE OF ACCEPTANCE BY OWNER. THE CONTRACTOR SHALL OUTLINE PROPER MAINTENANCE PROCEDURES TO THE OWNER AT THE TIME OF ACCEPTANCE. DURING THE GUARANTEE PERIOD, DEAD OR DISEASED MATERIALS SHALL BE REPLACED AT NO COST TO THE OWNER. AT THE END OF THE GUARANTEE PERIOD THE CONTRACTOR SHALL OBTAIN FINAL ACCEPTANCE FROM THE OWNER.
7. ANY EXISTING TREES TO BE RETAINED SHALL BE PROTECTED FROM SOIL COMPACTION AND OTHER DAMAGES THAT MAY OCCUR DURING CONSTRUCTION ACTIVITIES BY ERECTING FENCING AROUND SUCH MATERIALS AT A DISTANCE OF 8.5' FROM THE TRUNK.
8. ALL GRASS, CLUMPS, OTHER VEGETATION, DEBRIS, STONES, ETC. SHALL BE RAKED OR OTHERWISE REMOVED FROM PLANTING AND LAWN AREAS PRIOR TO INITIATION OF INSTALLATION PROCEDURES.
9. THE CONTRACTOR SHALL VERIFY THE LOCATIONS OF ALL UNDERGROUND UTILITIES PRIOR TO INITIATING PLANTING OPERATIONS. THE CONTRACTOR SHALL REPAIR, REPLACE, AND UTILITY, PAVING, CURBING, ETC., WHICH IS DAMAGED DURING PLANTING OPERATIONS.
10. SIZE AND GRADING STANDARDS OF PLANT MATERIALS SHALL CONFORM TO THE LATEST EDITION OF ANSI Z60.1, AMERICAN STANDARDS FOR NURSERY STOCK, BY THE AMERICAN NURSERY & LANDSCAPE ASSOCIATION.
11. REFER TO PLAT OF SURVEY FOR LEGAL DESCRIPTION, BOUNDARY DIMENSIONS AND EXISTING CONDITIONS.
12. ALL PLANT MATERIAL ON THIS PLANTING PLAN REPRESENTS THE INTENTION AND INTENSITY OF THE PROPOSED LANDSCAPE MATERIAL. THE EXACT SPECIES AND LOCATIONS MAY VARY IN THE FIELD DO TO MODIFICATIONS IN THE SITE IMPROVEMENTS AND THE AVAILABILITY OF PLANT MATERIAL AT THE TIME OF INSTALLATION. ANY SUCH CHANGES MUST FIRST BE APPROVED BY THE OWNER IN WRITING.
13. ALL PLANT MATERIAL SHALL BE PLANTED WITH A MINIMUM OF 3" OF A SOIL AMENDMENT ROTOTILLED TO A DEPTH OF 12" AND MULCHED WITH A MINIMUM OF 3" DEPTH OF LEAF MULCH TO MATCH EXISTING ON SITE. PLANTING BEDS TO BE AMENDED WITH MOISTEST TRADING "ONE STEP SOIL CONDITIONER" OR APPROVED SOIL.
14. ALL BEDS SHALL BE EDGED, HAVE WEED PREEMERGENTS APPLIED AT THE RECOMMENDED RATE.
15. ALL PARKWAYS AND PARKING LOT ISLANDS SHALL HAVE LAWN ESTABLISHED WITH SOO AS A GROUND COVER, UNLESS OTHERWISE NOTED.
16. THIS LANDSCAPE PLAN ASSUMES THE SITE WILL BE PREPARED WITH TOP SOIL SUITABLE FOR THE ESTABLISHMENT OF THE LANDSCAPE MATERIAL PRESENTED ON THIS PLAN. IF ADDITIONAL TOP SOIL IS REQUIRED IT IS UP TO THE LANDSCAPE CONTRACTOR ON THE PROJECT TO PROVIDE, SPREAD AND PREPARE THE SITE AS NEEDED FOR THE IMPLEMENTATION OF THIS LANDSCAPE PLAN.
17. CONTRACTORS MUST VERIFY ALL QUANTITIES AND OBTAIN ALL PROPER PERMITS AND LICENSES FROM THE PROPER AUTHORITIES.
18. ALL MATERIAL MUST MEET INDUSTRY STANDARDS AND THE LANDSCAPE ARCHITECT HAS THE RIGHT TO REFUSE ANY POOR MATERIAL OR WORKMANSHIP.
19. LANDSCAPE ARCHITECT IS NOT RESPONSIBLE FOR UNSEEN SITE CONDITIONS.
20. ALL PLANTINGS SHALL BE SPACED EQUAL, DISTANT, BACK FILLED WITH AMENDED SOIL IN A HOLE TWICE THE ROOTBALL DIAMETER, WATERED, FERTILIZED, PRUNED, AND HAVE ALL TAGS AND ROPES REMOVED.
21. LAWN AND BED AREAS SHALL BE ROTOTILLED, RAKED OF CLUMPS AND DEBRIS.
22. REMOVE ALL DEAD AND DISEASED PLANT MATERIAL FROM SITE AND DISPOSE OF PROPERLY.

JPMORGAN CHASE & CO.

Gensler

11 East Madison Street
Suite 300
Chicago, IL 60602
United States

Tel 312.456.0123
Fax 312.456.0124

RIVERSIDE

INVESTMENT & DEVELOPMENT

150 N. Riverside Plaza, Suite 1800
Chicago, IL 60606
USA
Tel 312.788.1800



CIVIL / LANDSCAPE
145 Commercial Drive, Suite A
Graylake, IL 60030
USA
Tel 847.223.4804
Fax 847.223.4864



STRUCTURE
350 N. LaSalle, Suite 1010
Chicago, IL 60654
USA
Tel 312.761.5693



now



MEFPF
233 S. Wacker Dr #5300
Chicago, IL 60606
USA
Tel 312.372.1200

Longman
Lindsey

ACOUSTICS
200 West 41st Street, Suite 1100
New York, NY 10036
USA
Tel 212.315.6400

Date	Description
1 08/18/2023	ISSUED FOR VILLAGE PD
2 10/27/2023	PERMIT REVISIONS
3 12/15/2023	ISSUED FOR 100% SD
4 12/22/2023	PERMIT REVISIONS

Seal / Signature

NOT FOR
CONSTRUCTION

Project Name

JPMorgan Chase Private Bank, Winnetka

Project Number

21.1062.000

Description

SITE LANDSCAPE PLAN

Scale

L1.00

©2015 Gensler

PLANT SCHEDULE SITE PLAN

CODE	BOTANICAL / COMMON NAME	COND	SIZE	QTY
CANOPY TREES				
CEL PRA	CELTIS OCCIDENTALIS 'PRAIRIE PRIDE' / PRAIRIE PRIDE HACKBERRY	B & B	4" CAL.	1
GIN PR2	GINKGO BILOBA 'PM 2720' / PRINCETON SENTRY® MADONNARY TREE	B & B	4" CAL.	3
QUE LNG	QUERCUS ROBUR X BICOLOR 'LONG' / REGAL PRINCE® OAK	B & B	4" CAL.	1
DECIDUOUS SHRUBS				
RHU GRO	RHUS ARAMATICA 'GRO-LOW' / GRO-LOW FRAGRANT SUMAC	B & B	24" HT.	24
RHU BAL	RHUS TYPHINA 'BAL TIGER' / TIGER EYES® STAGHORN SUMAC	CONT.	#3	2
SYMBOL CODE				
ORNAMENTAL GRASSES				
SES AUT	SESLERIA AUTUMNALIS / AUTUMN MOOR GRASS	CONT.	#1	67
PERENNIALS				
NEP WAL	NEPETA X FRASSENII 'WALKER'S LOW' / WALKER'S LOW CATMINT	CONT.	#1	4

NOTES:

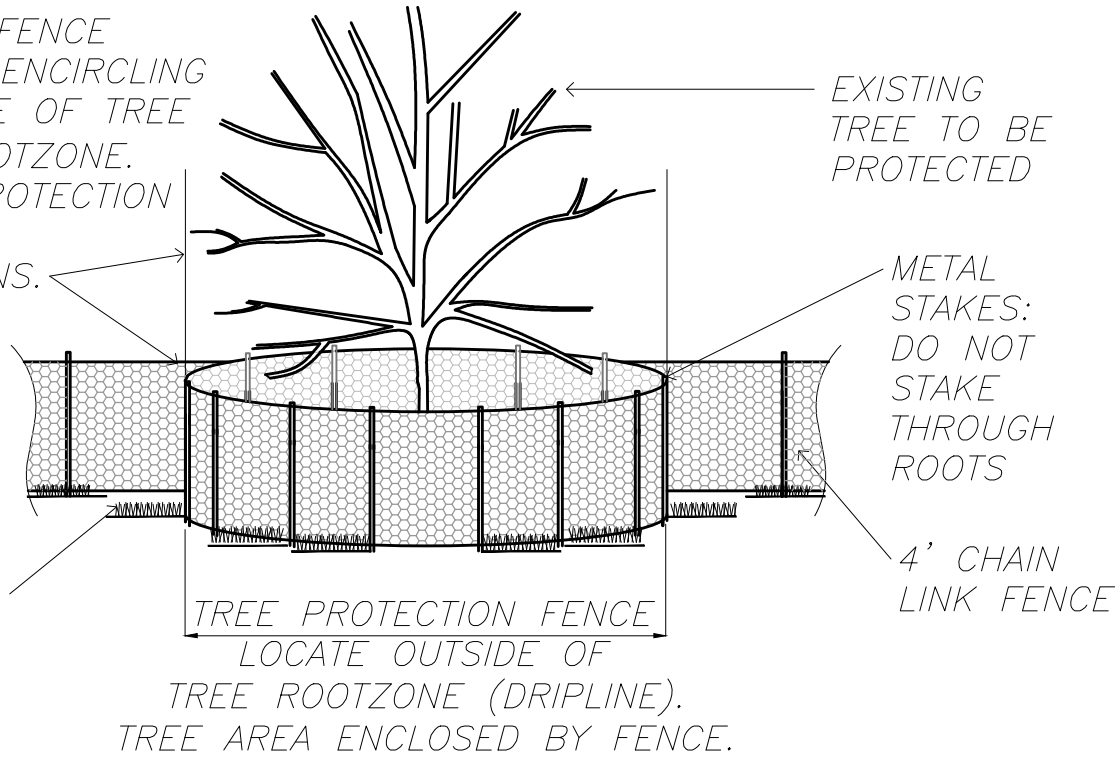
1. REVIEW TREE PROTECTION FENCE INSTALLATION WITH LANDSCAPE ARCHITECT, PRIOR TO START OF CONSTRUCTION ACTIVITIES.
2. CONTRACTOR/ CONSTRUCTION FENCE TO INCLUDE PERIMETER OF TREE PROTECTION FENCE WHERE THESE INTERSECT.
3. MAINTAIN TREE PROTECTION AND FENCE WITHIN CONSTRUCTION/WORK LIMIT FENCE FOR THE DURATION OF THE PROJECT.
4. NO STAGING, TRENCHING, DIGGING, TRAFFICKING, RE-GRADING OR OTHER IMPACT SHALL BE ALLOWED IN TREE PROTECTION AREA.
5. CONTRACTOR MUST COORDINATE PLACEMENT OF EROSION CONTROL FENCE WITH TREE PROTECTION TO ENSURE MAXIMUM PROTECTION OF ROOTS, AND SOIL IN CANOPY ZONE.
6. TREE MAINTENANCE SHALL INCLUDE WATERING, WEEDING, REMOVAL OF DEBRIS AND DUST PROTECTION. WASH TREE AND LEAVES WITHIN 24 HOURS POST OVERSPRAY FROM DUST, PAINT, CONSTRUCTION RESIDUE.
7. TEMPORARILY TIE CANOPY IF NEEDED FOR OVERHEAD PROTECTION, NOT TO EXCEED 24 HOURS PER WEEK.

1 TREE PROTECTION DETAIL

NTS

PROTECTION FENCE COMPLETELY ENCIRCLING TREE OUTSIDE OF TREE DRIPLINE/ROOTZONE. SEE TREE PROTECTION NOTES AND SPECIFICATIONS.

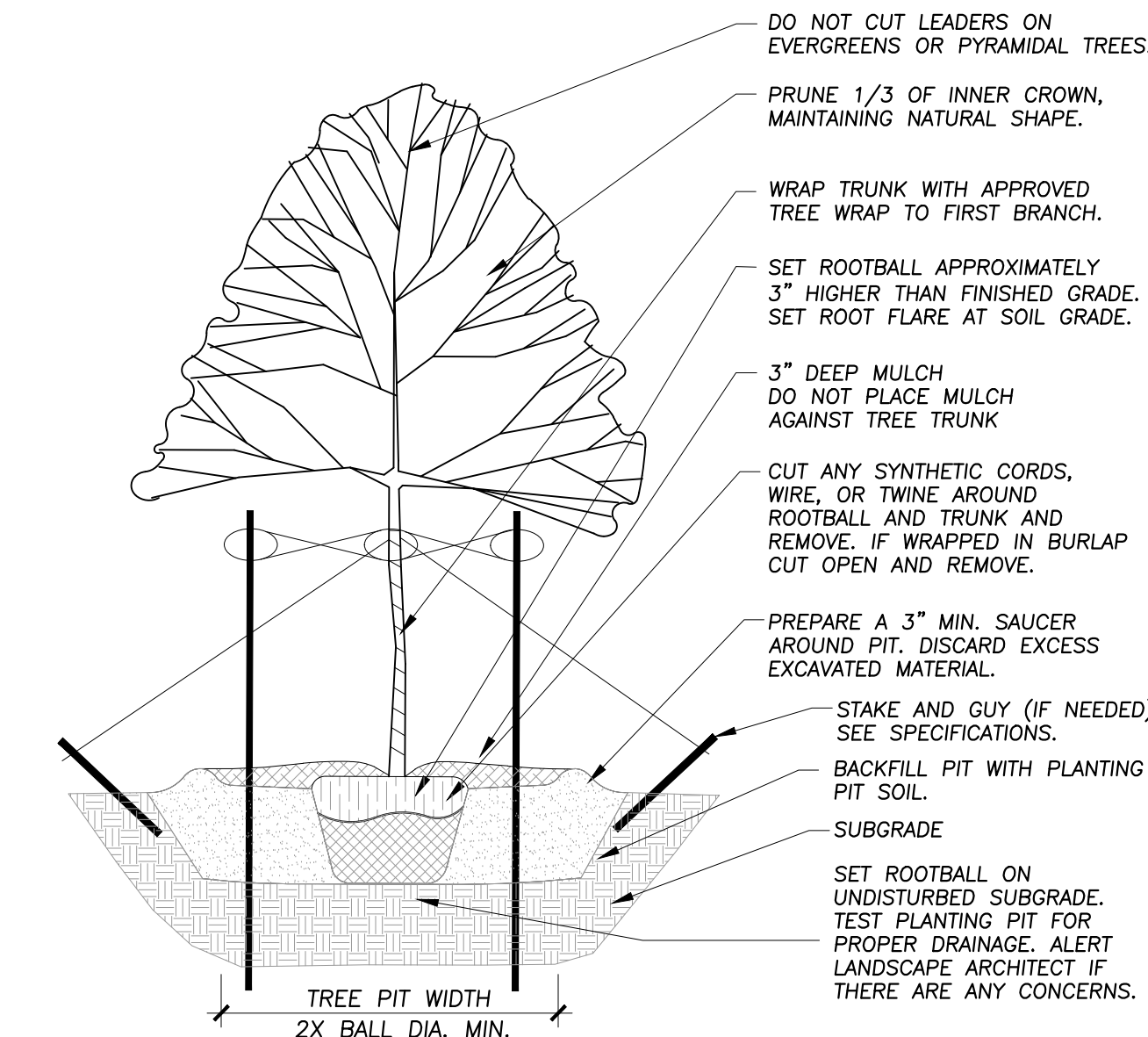
REPAIR LANDSCAPE ADJACENT TO AND WITHIN FENCE AT THE END OF THE PROJECT



2 TREE PLANTING DETAIL

Not To Scale

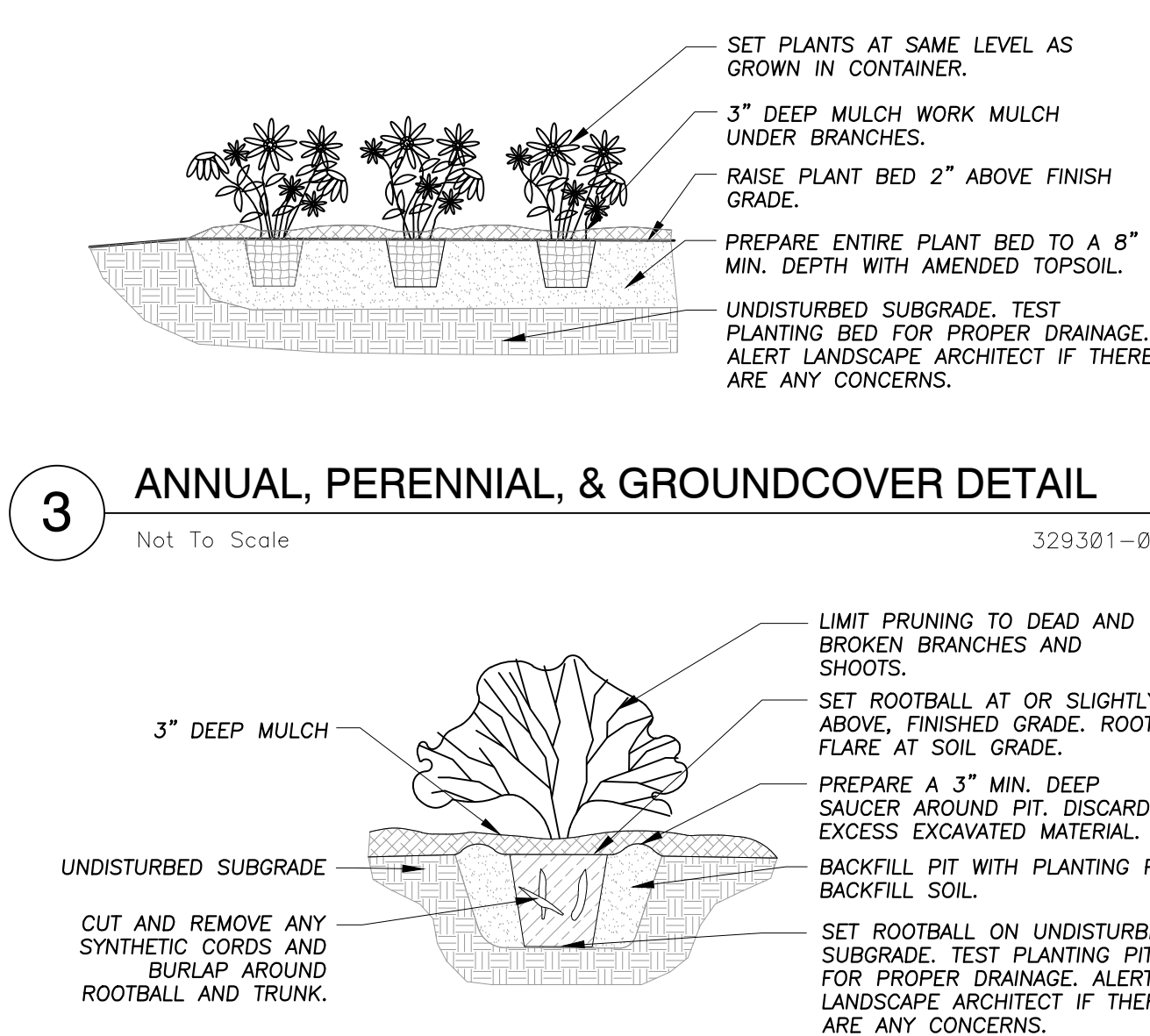
329343-01



3 ANNUAL, PERENNIAL, & GROUNDCOVER DETAIL

Not To Scale

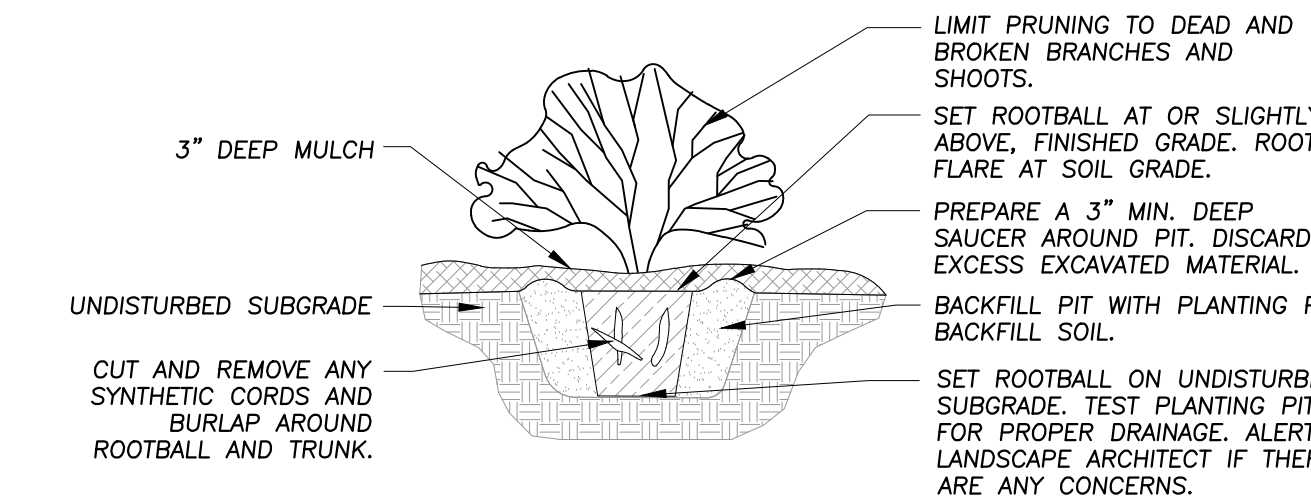
329301-03



4 SHRUB PLANTING DETAIL

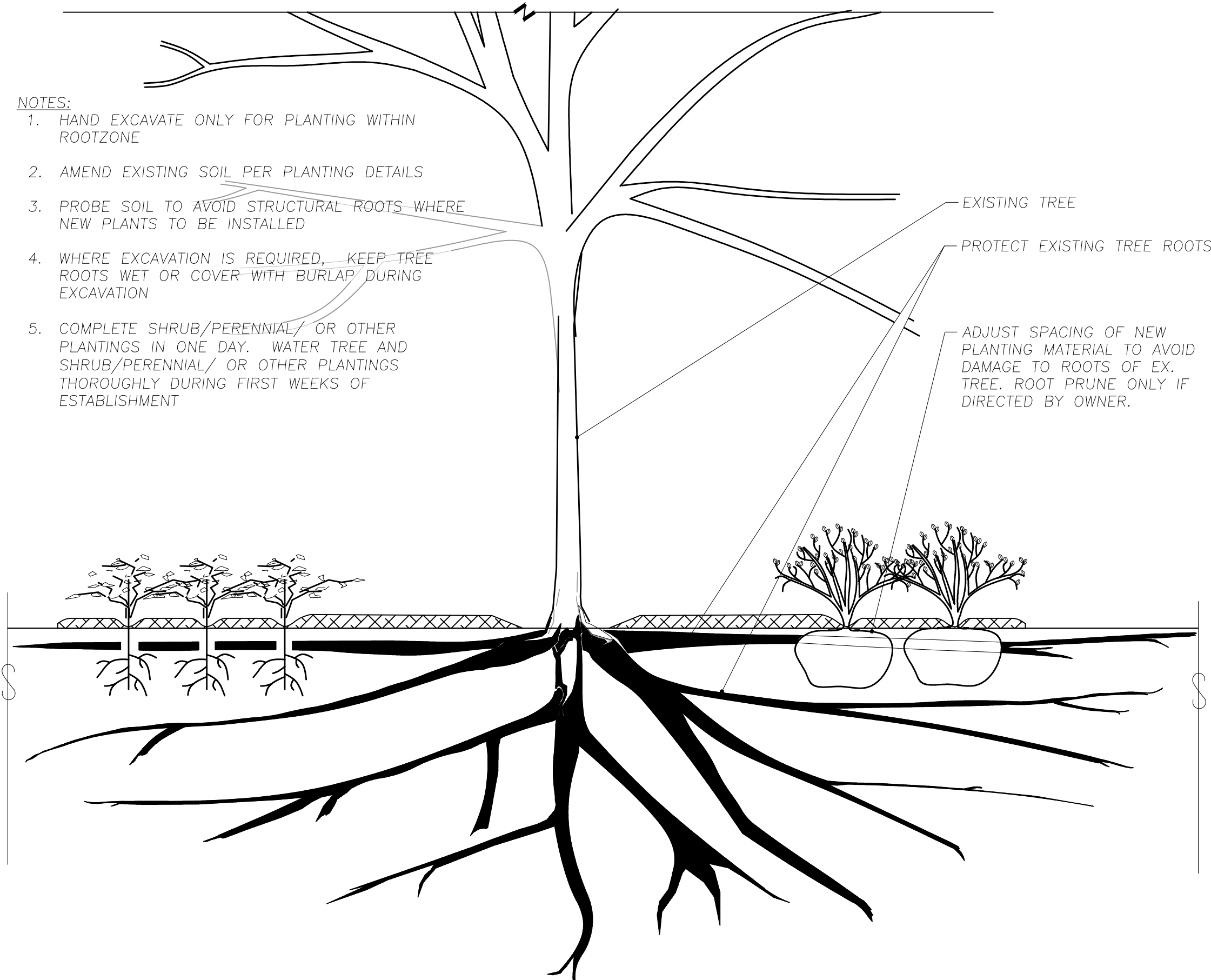
Not To Scale

329333-01



NOTES:

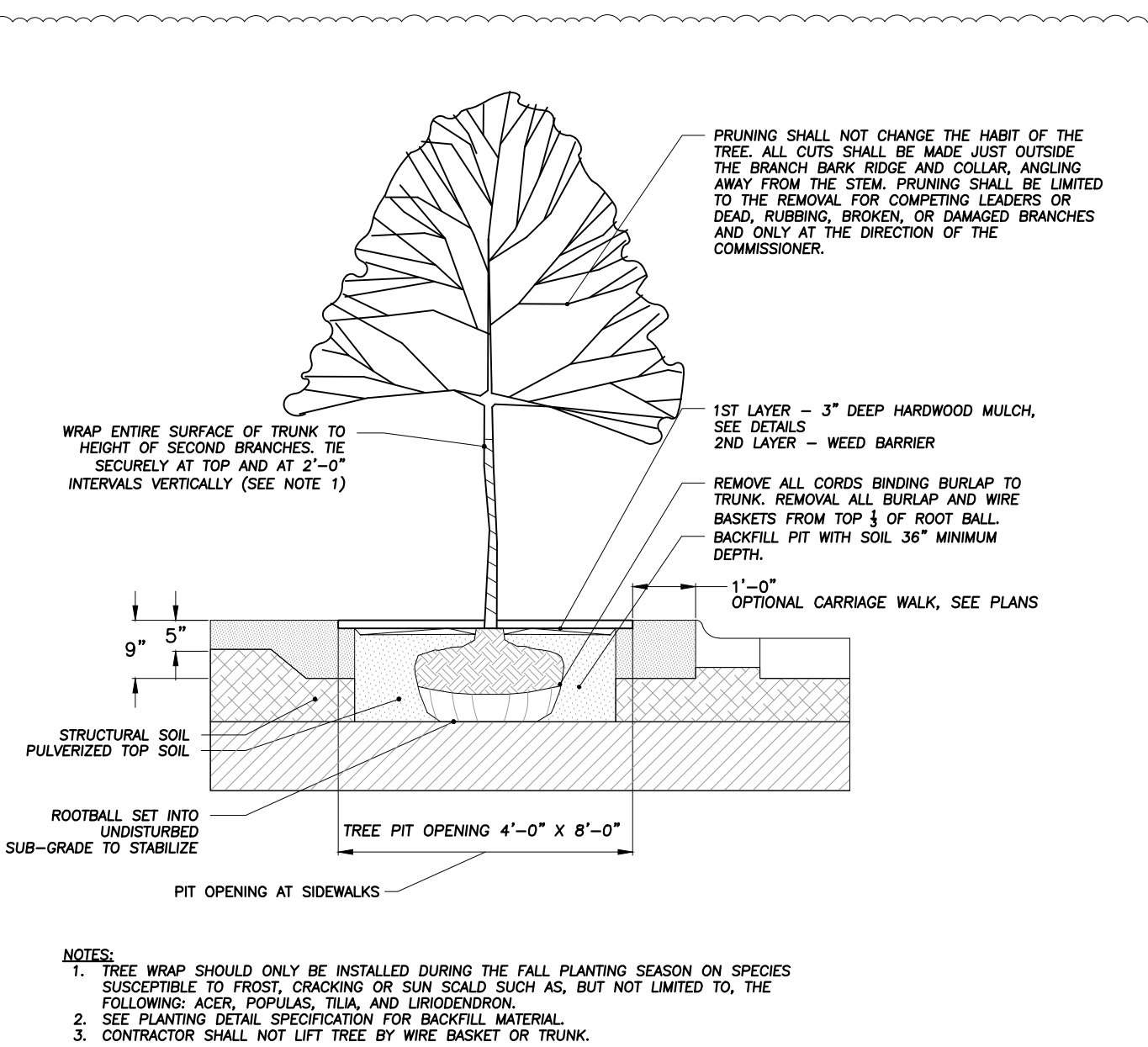
1. HAND EXCAVATE ONLY FOR PLANTING WITHIN ROOTZONE
2. AMEND EXISTING SOIL PER PLANTING DETAILS
3. PROBE SOIL TO AVOID STRUCTURAL ROOTS WHERE NEW PLANTS TO BE INSTALLED
4. WHERE EXCAVATION IS REQUIRED, KEEP TREE ROOTS WET OR COVER WITH BURLAP DURING EXCAVATION
5. COMPLETE SHRUB/PERENNIAL/ OR OTHER PLANTINGS IN ONE DAY. WATER TREE AND SHRUB/PERENNIAL/ OR OTHER PLANTINGS THOROUGHLY DURING FIRST WEEKS OF ESTABLISHMENT



5 PLANTING WITHIN ROOTZONE OF EXISTING TREE

NOT TO SCALE

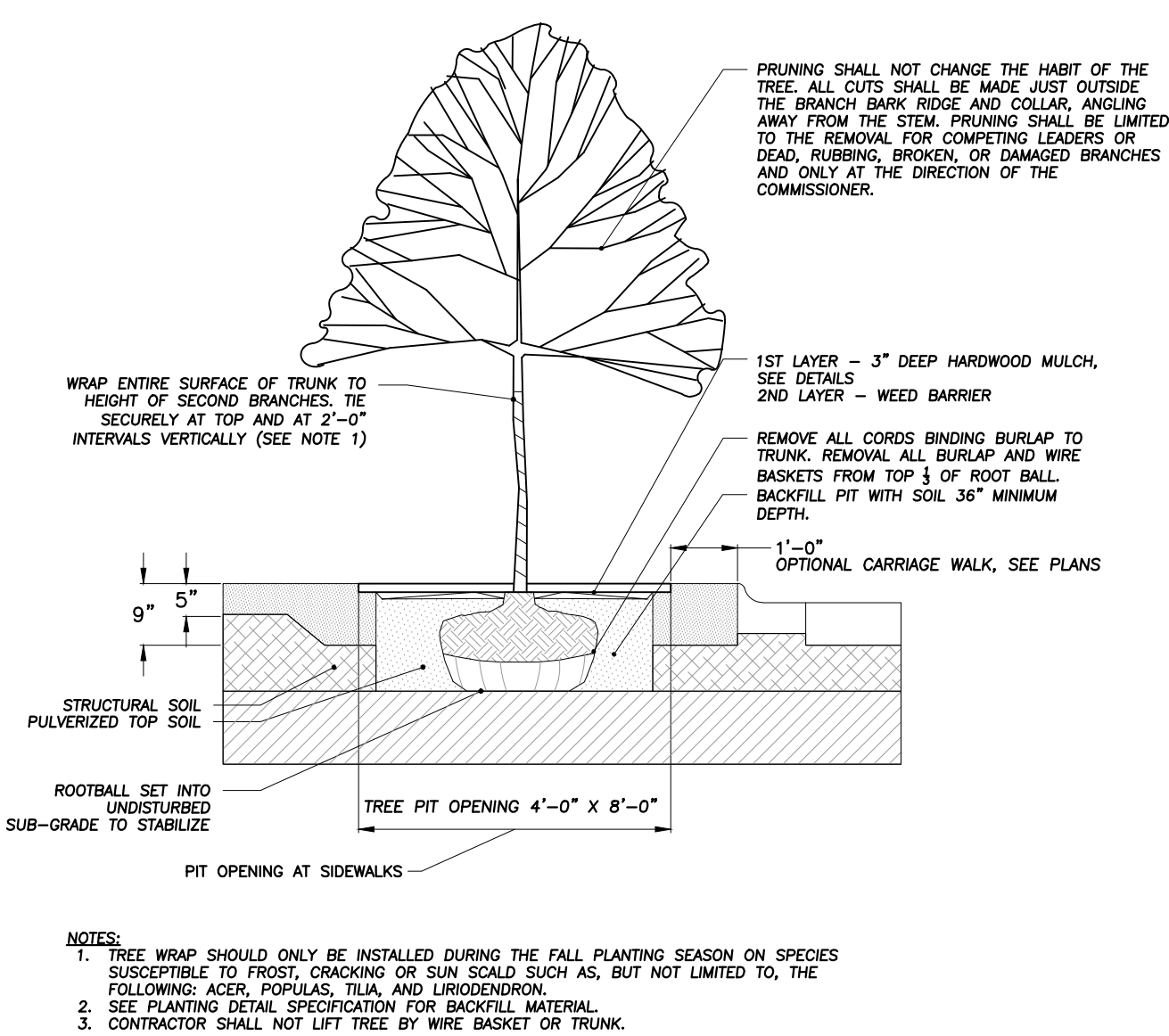
329383-12



9 TREE PIT DETAIL (4' X 8')

SCALE: Not to Scale

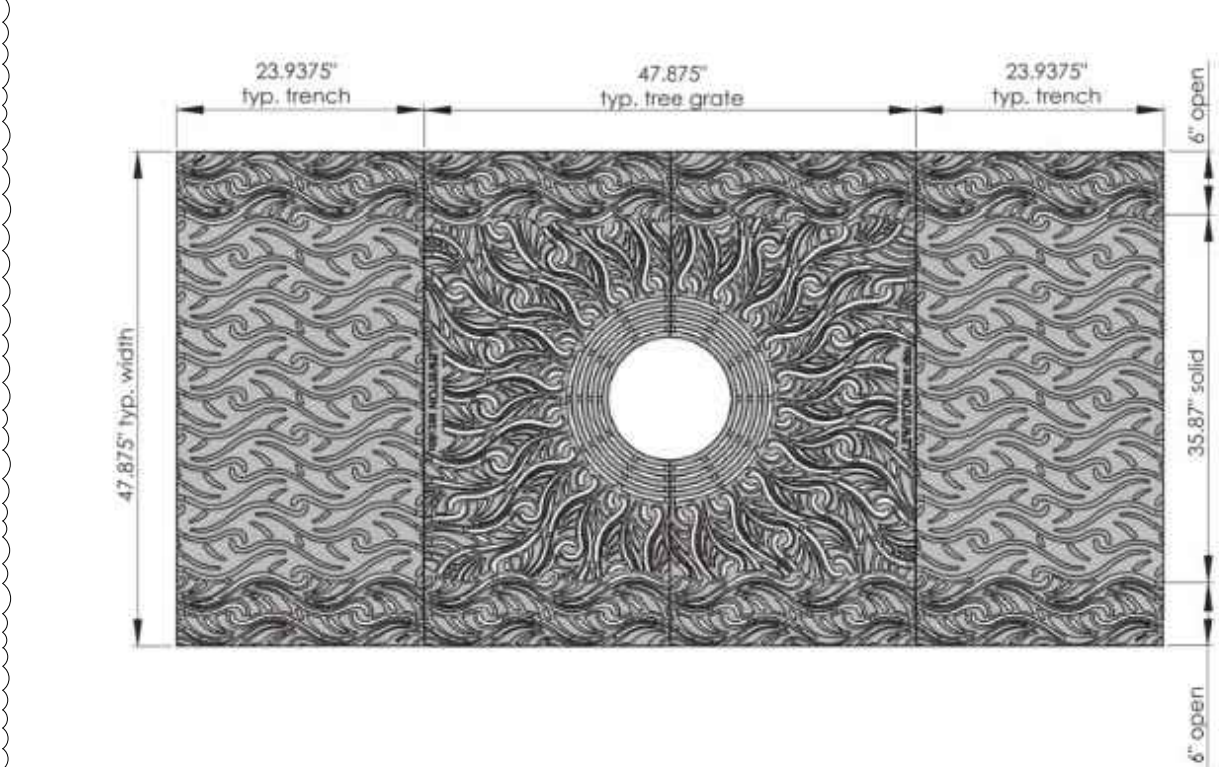
32 9343-30



10 TREE GRATE

Not To Scale

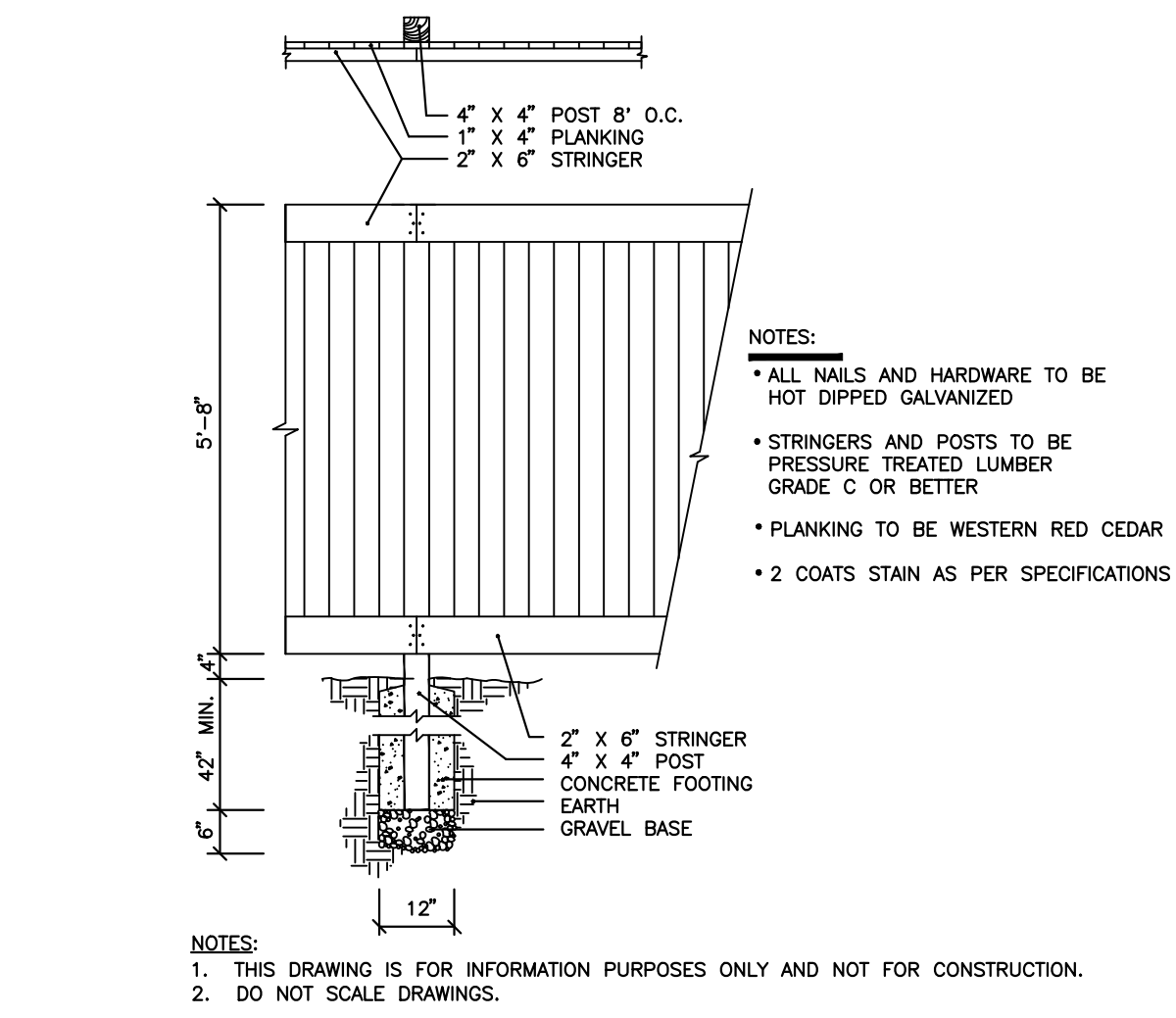
DETAIL-FILE



6 6' SOLID WOOD FENCE

NOT TO SCALE

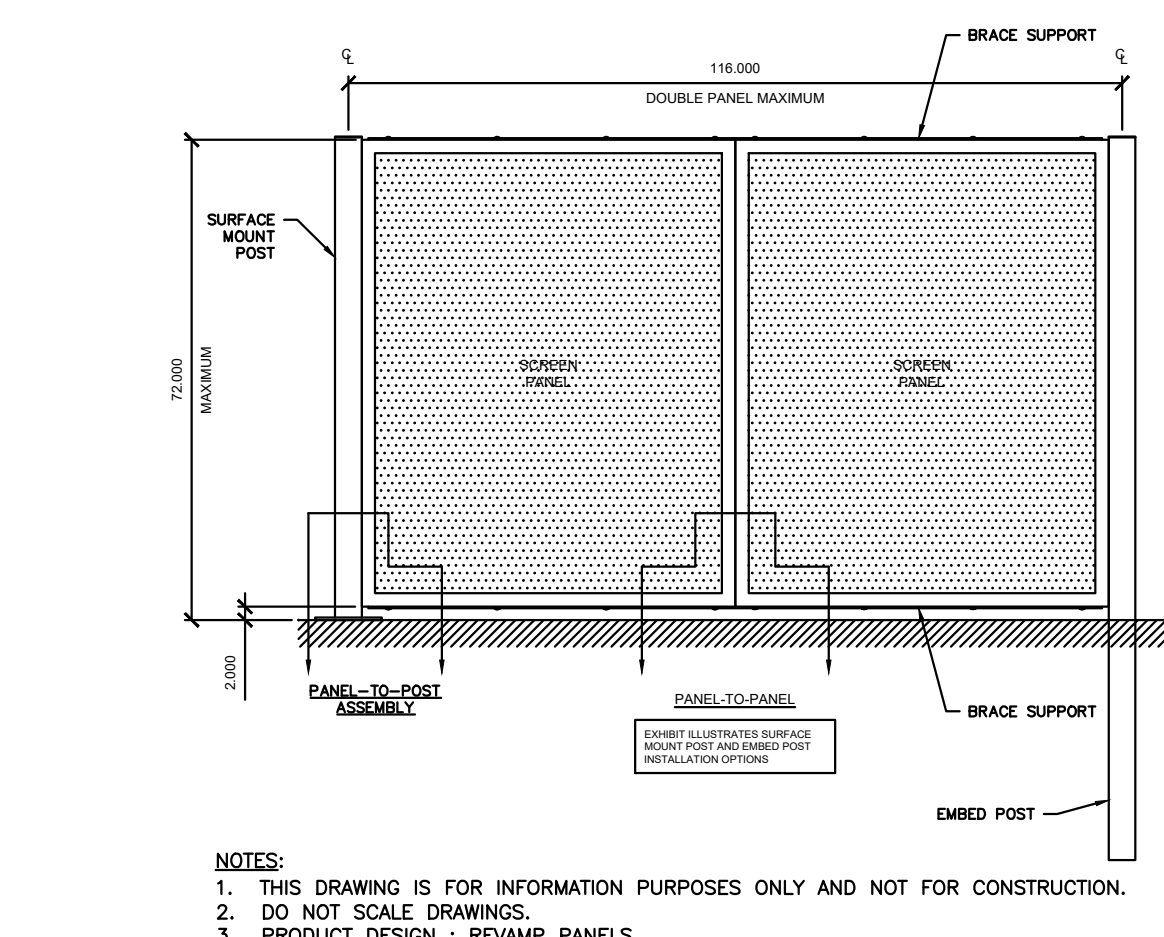
323129.23-02



7 6' ORNAMENTAL METAL FENCE

NOT TO SCALE

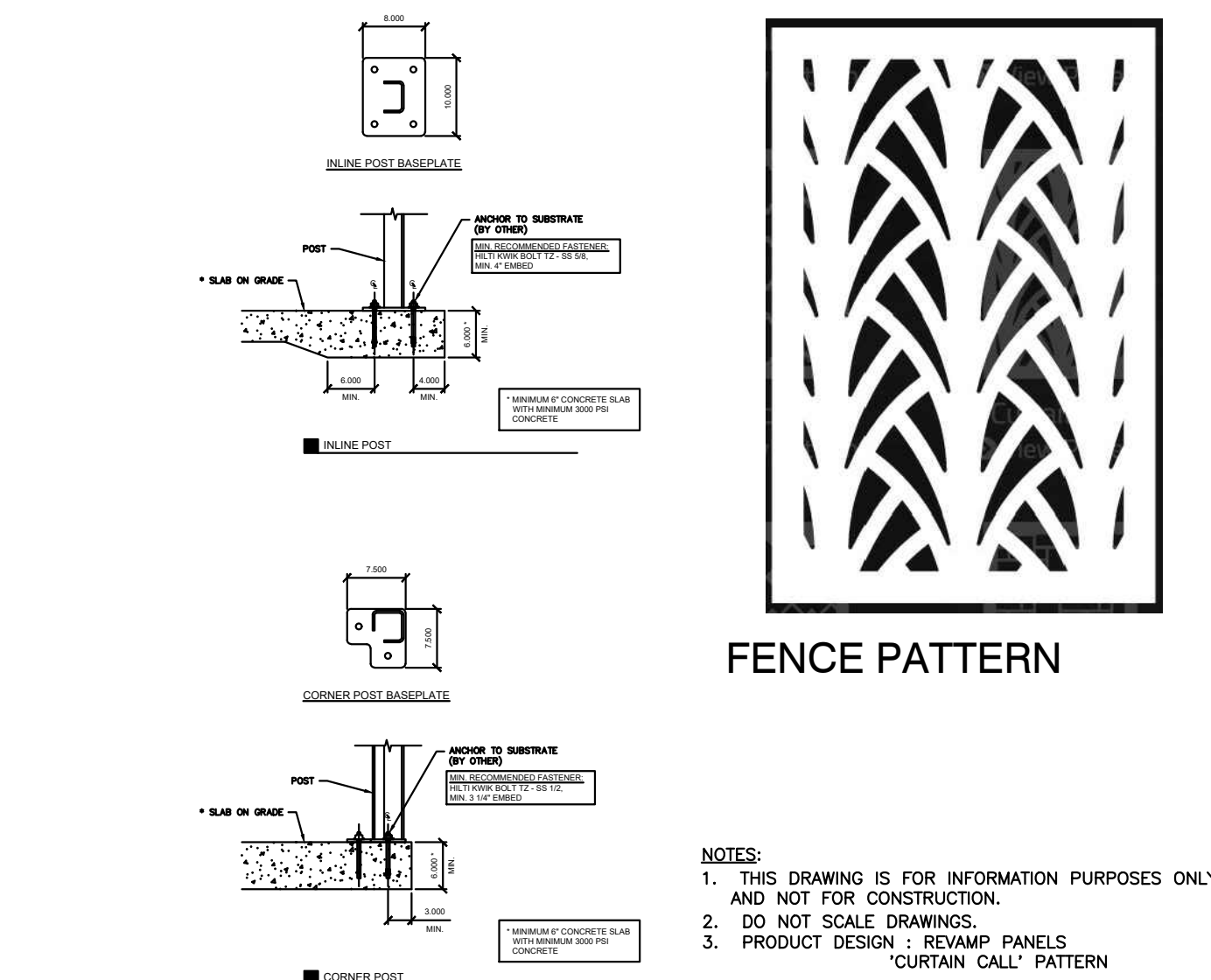
323119-01



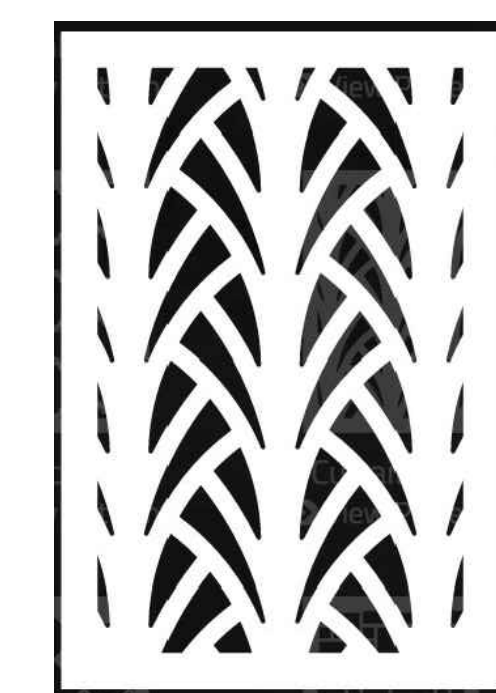
8 ORNAMENTAL METAL FENCE : MOUNT DETAILS

NOT TO SCALE

323119-02



FENCE PATTERN



JPMORGAN CHASE & CO.

Gensler

11 East Madison Street
Suite 300
Chicago, IL 60602
United States

Tel 312.456.0123
Fax 312.456.0124

RIVERSIDE

INVESTMENT & DEVELOPMENT

150 N. Riverside Plaza, Suite
1800
Chicago, IL 60606
USA
Tel 312.788.1800

ERIKSSON
ENGINEERING
ASSOCIATES, LTD.

CIVIL / LANDSCAPE
145 Commercial Drive, Suite A
Graylake, IL 60030
USA
Tel 847.223.4804
Fax 847.223.4864

PERCE ENGINEERS

STRUCTURE
350 N. LaSalle, Suite 1010
Chicago, IL 60654
USA
Tel 312.761.5693

ESD

now

Stantec

MEFPF

233 S. Wacker Dr #5300
Chicago, IL 60606
USA
Tel 312.372.1200

LIGHTING

159 N. Sangamon Street
Chicago, IL 60607
USA
Tel 773.609.3130

Longman
Lindsey

ACOUSTICS

200 West 41st Street, Suite
1100
New York, NY 10036
USA
Tel 212.315.6400

△	Date	Description
1	08/18/2023	ISSUED FOR VILLAGE PD
2	10/27/2023	PERMIT REVISIONS
3	12/15/2023	ISSUED FOR 100% SD
4	12/22/2023	PERMIT REVISIONS

Seal / Signature

NOT FOR
CONSTRUCTION

Project Name

JPMorgan Chase Private Bank,
Winnetka

Project Number

21.1062.000

Description

LANDSCAPE DETAILS

Scale

L2.00

©2015 Gensler

Page 131 of 227

Exhibit K

Construction Logistics and Redevelopment Schedule Plan

(See Attached Exhibit K)

Exhibit L

LOGISTICS PLAN LEGEND

1

GATE #1 - 30' ROLLING GATE W/ DEBRIS NETTING

2

GATE #2 - 20' ROLLING GATE W/ 8' SWING GATE + DEBRIS NETTING

3

MATERIAL STORAGE & LAYDOWN LOCATION. RAMP SLAB & ELEVATED DECKING TO BE LEFT OUT, AREA TO BE BACKFILL WITH RE-PURPOSED BRICK BAT FROM DEMOLITION. POUR BACK AFTER COMPELETION OF SUPERSTRUCTURE

4

MOBILE CRANE FOR FOUNDATION & SUPERSTRUCTURE WORK

5

SKENDER FIELD OFFICE TRAILER

6

TRASH REMOVAL - TRASH CHUTE

7

HOIST BAY FOR MATERIAL MOVEMENT

8

MOBILE CONCRETE PUMP TRUCK - 38 METER

CLOSURES REQUIRED FOR CONSTRUCTION

1

ELM STREET - SIDEWALK CLOSURE & PARKING LANE REQUIRED FOR DURATION OF CONSTRUCTION - AREA REQUIRED FOR MATERIAL STORAGE & STAGING, EXTERIOR FACADE CONSTRUCTION & PUBLIC SAFETY. NO CONSTRUCTION TRAFFIC ALLOW ONTO ELM STREET
CLOSURE DATES - TIME PERIOD TO BE SET AT FINAL PLANNED DEVELOPMENT APPROVAL

2

GREEN BAY ROAD - SIDEWALK CLOSURE & PARKING LANE REQUIRED FOR DURATION OF CONSTRUCTION - AREA REQUIRED FOR MATERIAL STAGING, MATERIAL TRANSPORTATION, TRUCK & EQUIPMENT TRAFFIC AND INSTALLATION OF EXTERIOR FACADE.
CLOSURE DATES - TIME PERIOD TO BE SET AT FINAL PLANNED DEVELOPMENT APPROVAL

3

ALLEY - CLOSURES, PARTIAL OR FULL, WILL BE NECESSARY DURING CERTAIN PHASES OF THE DEMOLITION AND INSTALLATION OF THE EXTERIOR FACADE ALONG THE WEST PROPERTY LINE. DETAILS TO BE SET AT FINAL PLANNED DEVELOPMENT APPROVAL.

SYMBOLS LEGEND

LIGHT & TRAFFIC POLES - PROTECTED DURING CONSTRUCTION

JERSEY BARRICADE W/ 4' FENCE W/ DEBRIS NETTING

FIRE HYDRANT - TO REMAIN DURING CONSTRUCTION

PEDESTRIAN PATH TO GREEN BAY BUSINESSES

The site plan illustrates the construction logistics and redevelopment plan for 791 Elm Street. The property is bounded by Chestnut Street to the west, Green Bay Road to the east, and Elm Street to the south. A Union Pacific Train Line runs parallel to Green Bay Road on the eastern side. The plan shows several existing buildings: two 1-story buildings, two 2-story buildings, three 3-story buildings, and one 4-story building. A large commercial 3-story building footprint is marked as 12,141 sq. ft. Construction logistics are indicated by numbered callouts (1-8) corresponding to the Logistics Plan Legend. Gate #1 is located on Chestnut Street, and Gate #2 is on Green Bay Road. Material staging and laydown areas are shown with ramp slabs and elevated decking. A mobile crane and a 38-meter mobile concrete pump truck are positioned near the center of the site. A pedestrian path to Green Bay Road businesses is shown along the northern and eastern boundaries. Closures are marked with numbered callouts (1-3) corresponding to the Closures Required for Construction legend. The plan also shows the location of a Skender field office trailer, trash removal chutes, and fire hydrants. A walking path to Green Bay Road businesses is shown along the northern and eastern boundaries. The plan is titled '791 ELM STREET - PRELIMINARY CONSTRUCTION LOGISTICS AND REDEVELOPMENT PLAN' and includes a scale of 1" = 20'-0".

1 SITE PLAN
SCALE: 1" = 20'-0"

Skender

791 ELM STREET - PRELIMINARY CONSTRUCTION LOGISTICS AND REDEVELOPMENT PLAN

DATE
ISSUED
5/16/2024

Page 133 of 227



Spruce St

Green Bay Rd

Green Bay Rd

Elm St

791 ELM ST - JPMC CONSTRUCTION

791 Elm Street – Development Timeline

ENTITLEMENT TIMELINE

June 4, 2024 - Village Council Preliminary PD Approval – Ordinance Introduction

June 18th, 2024 – Village Council Preliminary PD Approval – Ordinance Adoption (if required)

Summer - Village Council Final PD Approval.

CONSTRUCTION TIMELINE

July 8th 2024

Submit for construction permit

September 2024

Mobilize/ Start Demolition process

October 2024

Demolition completes and mass excavation/earth retainage system begins

February 2025

Superstructure complete; temporary roof installed

Commence interior MEPFP rough installation

March 2025

Start façade work

April 2025

Interior build out commences

August 2025

Public improvements start

November 2025

Substantial completion

Preliminary Plat of Consolidation

(See Attached Exhibit L)

JPMorgan Chase Plat of Consolidation

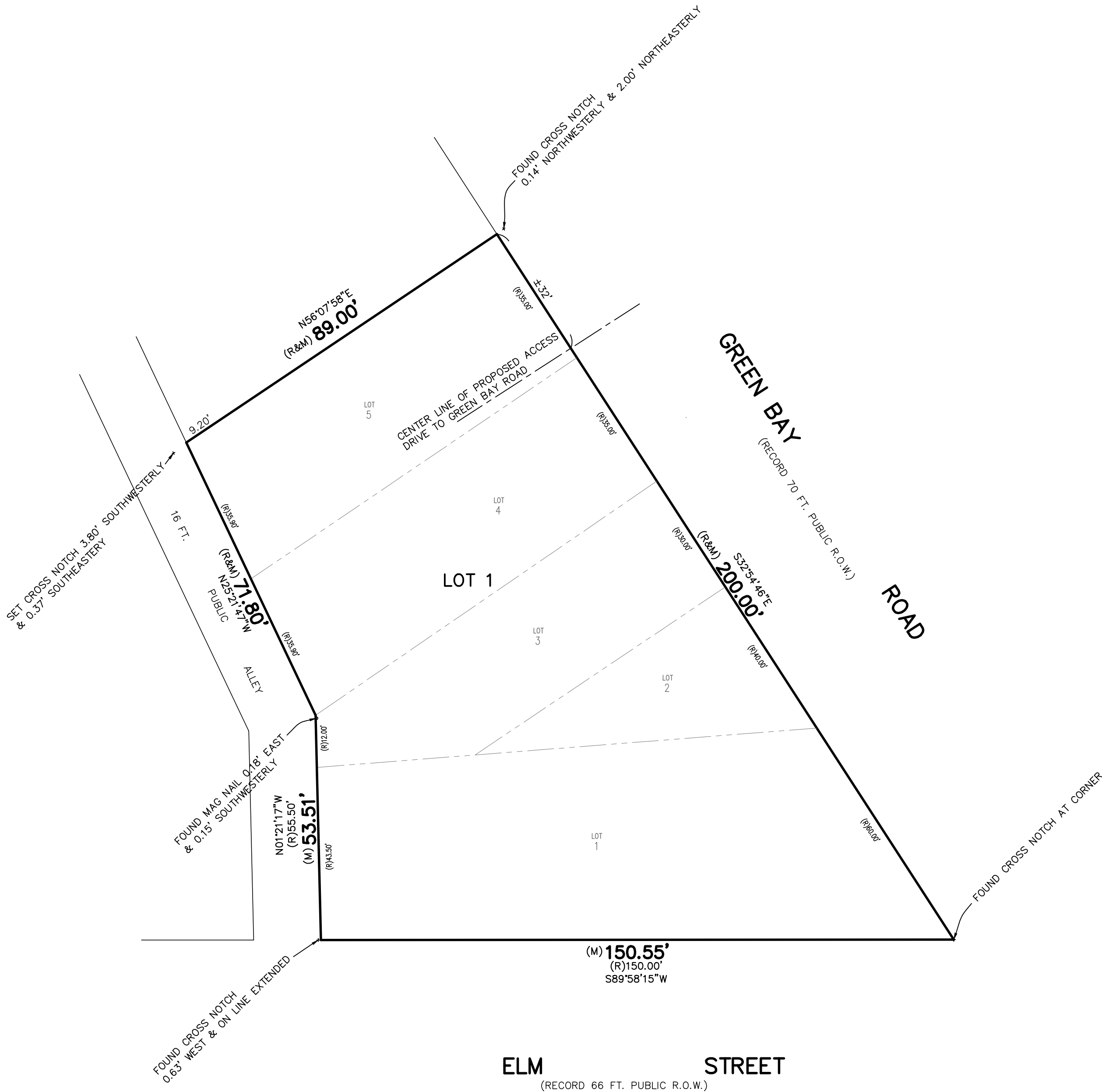
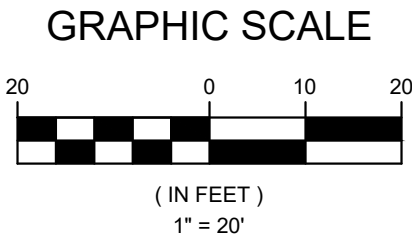
PINS:
05-20-208-018-0000

PLAT ORDERED BY:
MIKE SPENCE
150 N. RIVERSIDE PLAZA STE 1800
CHICAGO, ILLINOIS, 60606

AFTER RECORDING RETURN PLAT TO:
Village of Winnetka,
Community Development Department
510 Green Bay Road
WINNETKA, ILLINOIS 60093

SEND TAX BILL TO:
JPMorgan Chase Bank, N.A.
1111 Polaris Parkway
Mail Code OH1-1F00
Columbus, OH 43240
Attn: GRE Global Incentives Group

OF LOTS 1, 2, 3, 4 AND 5 IN DALE AND OTHER SUBDIVISION OF BLOCK 14 IN WINNETKA
IN THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE
THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF WINNETKA, IN COOK COUNTY,
ILLINOIS.



VILLAGE COUNCIL
STATE OF ILLINOIS)
COUNTY OF COOK) SS

APPROVED BY THE PRESIDENT AND VILLAGE COUNCIL
OF THE VILLAGE OF WINNETKA, COOK COUNTY, ILLINOIS,
THIS _____ DAY OF _____, 20____.

BY: _____ ATTEST: _____
VILLAGE PRESIDENT, WINNETKA, IL VILLAGE CLERK

PLANNED DEVELOPMENT COMMISSION CERTIFICATE
STATE OF ILLINOIS)
COUNTY OF COOK) SS

APPROVED BY THE VILLAGE OF WINNETKA PLANNED DEVELOPMENT COMMISSION
AT A MEETING HELD THE _____ DAY OF _____, 20____.

BY: _____
CHAIR

VILLAGE COLLECTOR CERTIFICATE
STATE OF ILLINOIS)
COUNTY OF COOK) SS

I, _____, VILLAGE COLLECTOR OF THE VILLAGE OF WINNETKA,
ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT OR UNPAID CURRENT
OR FORFEITED SPECIAL ASSESSMENTS, OR ANY DEFERRED INSTALLMENTS THEREON
THAT HAVE BEEN APPORTIONED AGAINST THE TRACT OF
LAND INCLUDED IN THIS PLAT OF CONSOLIDATION
DATED THIS _____ DAY OF _____, 20____.

VILLAGE COLLECTOR

VILLAGE ENGINEER CERTIFICATE
STATE OF ILLINOIS)
COUNTY OF COOK) SS

APPROVED THIS _____ DAY OF _____, 20____ BY THE VILLAGE
ENGINEER OF THE VILLAGE OF WINNETKA, COOK COUNTY, ILLINOIS.

VILLAGE ENGINEER

WATER AND ELECTRIC DEPARTMENT CERTIFICATE
STATE OF ILLINOIS)
COUNTY OF COOK) SS

APPROVED THIS _____ DAY OF _____, 20____
BY THE DIRECTOR OF THE WATER AND ELECTRIC DEPARTMENT OF THE
VILLAGE OF WINNETKA, COOK COUNTY, ILLINOIS.

WATER AND ELECTRIC DIRECTOR

COMMUNITY DEVELOPMENT DEPARTMENT CERTIFICATE
STATE OF ILLINOIS)
COUNTY OF COOK) SS

APPROVED THIS _____ DAY OF _____, 20____
BY THE DIRECTOR OF THE COMMUNITY DEVELOPMENT
DEPARTMENT OF THE VILLAGE OF WINNETKA, COOK COUNTY, ILLINOIS.

COMMUNITY DEVELOPMENT DIRECTOR

OWNER'S CERTIFICATE
STATE OF ILLINOIS)
COUNTY OF COOK) SS

JPMORGAN CHASE BANK DOES HEREBY CERTIFY THAT IT IS THE OWNER OF THE
PROPERTY DESCRIBED HEREON AND THAT IT HAS CAUSED THE SAID PROPERTY TO BE
SURVEYED AND SUBDIVIDED AS SHOWN HEREON.

DATED: _____ A.D. 20____.

JPMORGAN CHASE BANK

BY: _____
ITS:

STATE OF ILLINOIS)
COUNTY OF COOK) SS

I, _____, A NOTARY PUBLIC IN AND FOR THE COUNTY IN THE STATE
AFORESAID, DO HEREBY CERTIFY THAT _____ IS PERSONALLY KNOWN
TO ME TO BE THE SAME PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING
INSTRUMENT, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT
HE SIGNED AND DELIVERED THE SAME INSTRUMENT AS HIS OWN FREE AND VOLUNTARY
ACT, AS OWNER OF THE PROPERTY, FOR THE USES AND PURPOSES THEREIN SET
FORTH. GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS _____ DAY
OF _____ A.D. 20____.

NOTARY PUBLIC

ILLINOIS DEPARTMENT OF TRANSPORTATION CERTIFICATE

"THIS PLAT HAS BEEN APPROVED BY THE ILLINOIS DEPARTMENT OF TRANSPORTATION
WITH RESPECT TO ROADWAY ACCESS PURSUANT OF PARAGRAPH 2 OF "AN ACT TO
REVISE THE LAW IN RELATION TO PLATS," AS AMENDED. A PLAN THAT MEETS THE
REQUIREMENTS CONTAINED IN THE DEPARTMENT'S "POLICY ON PERMITS FOR ACCESS
DRIVEWAYS TO STATE HIGHWAYS" WILL BE REQUIRED BY THE DEPARTMENT."

JOSE RIOS, P.E.
REGION ONE ENGINEER

DATE

SURVEYORS CERTIFICATE
STATE OF ILLINOIS)
COUNTY OF COOK) SS

I, ROBERT G. BIEDERMANN, A PROFESSIONAL ILLINOIS LAND SURVEYOR, DO HEREBY
CERTIFY THAT I HAVE SURVEYED AND SUBDIVIDED:

LOTS 1, 2, 3, 4 AND 5 IN DALE AND OTHER SUBDIVISION OF BLOCK 14 IN
WINNETKA IN THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 42 NORTH, RANGE 13,
EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF WINNETKA, IN COOK
COUNTY, ILLINOIS.

IN THE MANNER REPRESENTED ON THE PLAT HEREON DRAWN.

CONTAINING 17,030 SQUARE FEET OR 0.390 ACRES MORE OR LESS.

I FURTHER CERTIFY THAT THE PROPERTY DESCRIBED HEREON IS LOCATED WITHIN
THE CORPORATE LIMITS OF THE CITY OF WINNETKA, ILLINOIS COUNTY, ILLINOIS.

I FURTHER CERTIFY THAT ALL OF THE PROPERTY APPEARS IN ZONE X ON THE FLOOD
INSURANCE RATE MAP, COOK COUNTY UNINCORPORATED AREAS, ILLINOIS,
COMMUNITY PANEL NO. 17031C0251K, EFFECTIVE DATE OF SEPTEMBER 10, 2021.

DIMENSIONS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF AND ARE
CORRECTED TO A TEMPERATURE OF 68° FAHRENHEIT.

FIELD MEASUREMENTS COMPLETED ON JULY 27, 2023.

SIGNED ON FEBRUARY 27, 2024

BY: _____
PROFESSIONAL ILLINOIS LAND SURVEYOR NO. 2802
MY LICENSE EXPIRES NOVEMBER 30, 2024

REVISED FEBRUARY 26, 2024 PER #2024-31867 (BB)
REVISED JANUARY 10, 2024 PER #2024-31784 (BB)
REVISED DECEMBER 19, 2023 #2023-31755 (BB)
REVISED DECEMBER 19, 2023 #2023-31755 (BB)
REVISED DECEMBER 11, 2023 PER EMAIL DATED 12/11/23 (BB)
REVISED DECEMBER 4, 2023 #2023-31720 (BB)
REVISED OCTOBER 24, 2023 PER EMAIL (BB)
REVISED OCTOBER 19, 2023 PER EMAIL (BB)
REVISED OCTOBER 13, 2023 PER EMAIL (BB)

ORDERED BY: RIVERSIDE INVESTMENT & DEVELOPMENT	CHECKED: BB	DRAWN: BB
ADDRESS: 791 ELM STREET		
CHICAGO GUARANTEE SURVEY COMPANY		
A DIVISION OF PLCS, CORPORATION LICENSE NO. 084-005332 PROFESSIONAL LAND SURVEYORS 4505 NORTH ELSTON AVENUE, CHICAGO, IL 60630 TELEPHONE: (312) 986-9445 EMAIL: INFO@PLCS-SURVEY.COM		
ORDER NO. 2023-31506-001	DATE: SEPTEMBER 21, 2023 SCALE: 1 INCH = 20 FEET	PAGE NO. 1 OF 1

G:\CAD\2023\2023-31339\2023-31506-001.dwg

SURVEY NOTES:

ACCESS NOTE:
THERE SHALL BE AT MOST ONE (1) DIRECT VEHICULAR ACCESS POINT ALONG GREEN BAY ROAD
SERVING LOT 1, AS DEPICTED HEREON.
ALL OTHER VEHICULAR ACCESS TO GREEN BAY ROAD SHALL BE VIA INTERNAL CIRCULATION.

MONUMENTATION AT ALL LOT CORNERS INDICATED BY SYMBOL OR NOTATION
ESTABLISHED PRIOR TO PLAT RECORDATION.

IRON PIPE IS TO BE SET AT REMAINING LOT CORNERS AFTER PLAT RECORDATION
UNLESS OTHERWISE INDICATED OR NOTED HEREON.

NO DIMENSIONS SHALL BE ASSUMED BY SCALE MEASUREMENT UPON THIS PLAT.

COPYRIGHT GREMLEY & BIEDERMANN, INC. 2015 "All Rights Reserved"

EXHIBIT M

EASEMENT AGREEMENT

**THIS DOCUMENT
PREPARED BY AND AFTER
RECORDING RETURN TO:**

Peter M. Friedman
Elrod Friedman LLP
325 N. LaSalle Street, Suite 450
Chicago, IL 60654

PIN: 05-20-208-018-0000

For Recorder's Use Only

**PERMANENT UTILITY EASEMENT AGREEMENT
(791 Elm Street– Chase Bank)**

THIS PERMANENT UTILITY EASEMENT AGREEMENT (“Agreement”) is dated as of the ____ day of _____, 2024, (**“Effective Date”**) and is by and between the **JPMORGAN CHASE BANK, NATIONAL ASSOCIATION**, a national banking association (**“Owner”**), and the **VILLAGE OF WINNETKA**, an Illinois home rule municipal corporation (**“Village”**).

WITNESSETH:

WHEREAS, Owner is the record title owner of the property at the address commonly known as 791 Elm Street, Winnetka, Illinois, and legally described in **Exhibit A** attached to and, by this reference, made a part of this Agreement (**“Property”**); and

WHEREAS, Owner desires to redevelop the Property, which redevelopment will require electric service to the new proposed building on the Property; and

WHEREAS, the Village currently has electrical utilities, including, without limitation, a jointly-owned utility pole on the Property (**“Utility Pole”**); and

WHEREAS, in order to perform the redevelopment, Owner has requested that the Village construct, install, and maintain on the Property: (i) a new three phase transformer (**“Transformer”**); and (ii) associated conduit, cables, and electric equipment (collectively, **“Conduit”**), to serve the property located at 791 Elm Street; and

WHEREAS, to construct, install, maintain and repair the Transformer, Conduit, and the Utility Pole (collectively, the **“Facilities”**), the Village desires to obtain from Owner, and Owner desires to

grant to the Village, a permanent easement on that portion of the Property depicted in **Exhibit B** attached hereto and made a part of this Agreement (***“Permanent Easement Premises”***); and

WHEREAS, Owner and the Village have each determined that it is in each of their best interests to enter into this Agreement;

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

SECTION ONE. **RECITALS.** The foregoing recitals are fully incorporated into this Agreement.

SECTION TWO. **GRANT AND USE OF PERMANENT EASEMENT.**

A. Owner hereby grants, conveys, and dedicates to the Village a permanent non-exclusive easement in, upon, over, under, through, along, and across the Permanent Easement Premises (collectively, the ***“Permanent Easement”***) to construct, operate, maintain, repair and replace the Facilities from time to time, subject to the terms and conditions of this Agreement. Owner further grants a perpetual license to the Village over, along, upon, and across the Permanent Easement Premises and the immediately abutting areas of the Property, if necessary, to access the Permanent Easement Premises and exercise the rights herein granted. The easement rights granted in this Section permit the Village to use the Permanent Easement Premises and the Facilities to serve, in addition to the Property, other properties in the Village with electrical service, provided that: (i) such electrical service to other properties, and any upgrades required to serve those other properties, are at no cost or expense to Owner; (ii) owners of those other properties shall not be entitled to enter upon the Permanent Easement Premises to construct, repair or replace the Facilities unless they have first provided Owner with evidence of insurance, in a form and in amounts that Owner reasonably deems necessary to protect it against all claims, liabilities, losses and expenses that may arise out of such owners’ access to the Permanent Easement Premises and their construction, repair or replacement of the Facilities; and (iii) by entering upon the Permanent Easement Premises and the Property such owners will be deemed to have agreed to indemnify Owner against, and to hold Owner harmless from, any and all of such claims, liabilities, losses and expenses. The Village and those other owners, whenever they access the Permanent Easement Premises or the Property to construct, operate, maintain, repair or replace the Facilities, will undertake reasonable efforts to minimize any material interference with Owner’s use and enjoyment of its Property. The Permanent Easement shall not be used or operated in a manner that materially interferes with Owner’s use and enjoyment of the Property now or in the future; provided, however, that the installation and construction of the Facilities and the normal operation, maintenance, repair, and replacement of the Facilities shall not be considered material interference.

B. When the Village is engaged in the installation, maintenance, repair, or replacement of the Facilities, the Village agrees to keep the portion of the Property that does not include the Permanent Easement open at all times for ingress and egress purposes, allowing at all times free and unobstructed pedestrian and vehicular ingress and egress to the Property and its business facilities and its parking and walkway areas.

SECTION THREE. **RESTORATION.** Before construction is to begin on the Property, Owner agrees to remove any improvements on the Property in conflict with the proposed Facilities including, but not limited to, fencing; seating; large stones; or planter enclosures. After the performance of any maintenance, repair or replacement of the Facilities by the Village, or any licensee, contractor, agent, or invitee of the Village who enters upon the Property pursuant to the provisions of this

Agreement, the Village shall promptly restore the Permanent Easement Premises and the Property to the condition in which they existed prior to such maintenance, repair or replacement. In addition, the Village shall be responsible, at its sole cost, for any surface restoration necessary after the performance of any maintenance, repair or replacement of the Facilities, including restoration of paved and unpaved portions of the Permanent Easement Premises and any portion of the Property disturbed by such work.

SECTION FOUR. RESERVED RIGHTS.

A. Owner hereby reserves the right to the full use and enjoyment of the Permanent Easement Premises and the Property in any manner that does not conflict with the easement rights granted to the Village pursuant to this Agreement.

B. Owner shall have the right to grant other non-exclusive easements over, along, upon, or across the Permanent Easement Premises provided, however, that any such other easements shall be subject to this Agreement and the rights granted hereby; and provided further, however, that the Village shall have first consented in writing to the terms, nature, and location of any such other easements.

SECTION FIVE. ASSIGNMENT OF RIGHTS. Owner agrees that the Village may assign its rights or delegate its duties under this Agreement, in whole or in part, without the consent of Owner; provided that any assignee assumes all obligations of the Village under this Agreement and a copy of such binding assignment and assumption agreement is provided to Owner within thirty (30) days of any transfer.

SECTION SIX. COVENANTS RUNNING WITH THE LAND. The easements and rights granted in this Agreement, the duties and restrictions imposed by this Agreement, and the agreements and covenants contained in this Agreement are easements, rights, restrictions, agreements, and covenants running with the land, are to be recorded against the Property and are binding upon and inure to the benefit of Owner and the Village, and their respective grantees, successors, assigns, agents, licensees, invitees, and representatives, including, without limitation, all subsequent owners of the Permanent Easement Premises, or any portion thereof, and all persons claiming under them. If any of the easements, rights, restrictions, agreements, or covenants created by this Agreement would otherwise be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provision, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then such easements, rights, restrictions, agreements, or covenants will continue only until 21 years after the death of the last survivor of the now living lawful descendants of the current President of the United States.

SECTION SEVEN. GENERAL PROVISIONS.

A. Notices. All notices required or permitted to be given under this Agreement must be given by the parties by: (i) personal delivery; (ii) deposit in the United States mail, enclosed in a sealed envelope with first class postage thereon; or (iii) deposit with a nationally-recognized overnight delivery service, addressed as stated in this Section 7.A. The address of any party may be changed by written notice to the other parties. Any mailed notice will be deemed to have been given and received within three days after the same has been mailed and any notice given by overnight courier will be deemed to have been given and received within 24 hours after deposit. Notices and communications to the parties must be addressed to, and delivered at, the following addresses:

If to the Village:	Village of Winnetka
	510 Green Bay Road
	Winnetka, IL 60093

Attention: Village Manager

with a copy to: Elrod Friedman LLP
325 N. Lasalle Street, Suite 450
Chicago, IL 60654
Attention: Peter M. Friedman, Village Attorney

If to Owner: JPMorgan Chase Bank, National Association
1111 Polaris Parkway
Mail Code OH1-0241
Columbus, Ohio 43240-2050
Attention: Property Administration

with a copy to: JPMorgan Chase Bank, National Association
Legal Department
1111 Polaris Parkway, Suite 4P
Mail Code OH1-0152
Columbus, Ohio 43240-2050
Attn: Real Estate Counsel

B. Amendment. No amendment or modification to this Agreement will be effective until it is reduced to writing and approved and executed by the governing boards of each party to this Agreement in accordance with all applicable statutory procedures.

C. Authority to Execute. Owner hereby warrants and represents to the Village that: (i) Owner is the record and beneficial owner of fee simple title to the Permanent Easement Premises; (ii) no other person has any legal, beneficial, contractual, or security interest in the Permanent Easement Premises; (iii) Owner has the full and complete right, power, and authority to enter into this Agreement, to agree to the terms, provisions, and conditions set forth in this Agreement, and to bind the Permanent Easement Premises as set forth in this Agreement; (iv) all legal actions needed to authorize the execution, delivery, and performance of this Agreement have been taken; and (v) neither the execution of this Agreement nor the performance of the obligations assumed by Owner will violate any statute, law, restriction, court order, or agreement to which Owner or the Property are subject.

D. Recording. The Village at its cost and expense will record this Agreement against the Property with the Cook County Clerk Recording Division promptly following the approval and full execution of this Agreement by the parties.

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

F. No Waiver of Tort Immunity. Nothing contained in this Agreement shall constitute a waiver by the Village of any right, privilege or defense which it has under statutory or common law, included but not limited to the Illinois Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 *et seq.*

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

and effect. The unenforceability of any provision of this Agreement shall not affect the enforceability of that provision in any other situation.

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

I. Survival. All representations and warranties contained herein shall survive the execution and recordation of this Agreement and shall not be merged.

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

K. No Third Party Beneficiaries. No claim as a third party beneficiary under this Agreement by any person may be made, or be valid, against the Village or Owner.

[SIGNATURE PAGE FOLLOWS]

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

ATTEST:

VILLAGE OF WINNETKA,
an Illinois home rule municipal corporation

Kristin Kazenas, Deputy Village Clerk

By _____
Robert Bahan
Its: Village Manager

ATTEST:

**JPMORGAN CHASE BANK, NATIONAL
ASSOCIATION, a national banking
association**

By: _____

Its: _____

By: _____

Name: _____

Its: _____

ACKNOWLEDGEMENTS

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for Cook County, Illinois, do hereby certify that Robert Bahan, personally known to me to be the Village Manager of the Village of Winnetka, an Illinois home rule municipal corporation, and Kristin Kazenas, personally known to me to be the Deputy Village Clerk of the Village of Winnetka, and personally known to me to be the same persons whose names are subscribed to the foregoing Easement Agreement, each appeared before me this day in person and acknowledged that, as the Village Manager and Deputy Village Clerk, they signed and delivered the Easement Agreement, pursuant to the authority given by the Village, as their free and voluntary act and as the free and voluntary act and deed of the Village, for the uses and purposes set forth in the Easement Agreement.

Given under my hand and official seal this ____ day of _____ 2024.

Notary Public

STATE OF _____)
) ss.
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____, personally known to me to be the _____ of JPMorgan Chase Bank, National Association, a national banking association, and _____, personally known to me to be the _____ of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing Easement Agreement, each appeared before me this day in person and acknowledged that, as _____ and _____, they signed and delivered the Easement Agreement, pursuant to the authority given them, as their free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes set forth in the Easement Agreement.

Given under my hand and official seal this ____ day of _____ 2024.

Notary Public

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Lots 1, 2, 3, 4, and 5 in Dale and other Subdivision of Block 14 in Winnetka in the North East 1/4 of Section 20, Township 42 North, Range 13 East of the Third Principal Meridian, in the Village of Winnetka, in Cook County, Illinois.

EXHIBIT B

DEPICTION OF PERMANENT EASEMENT PREMISES

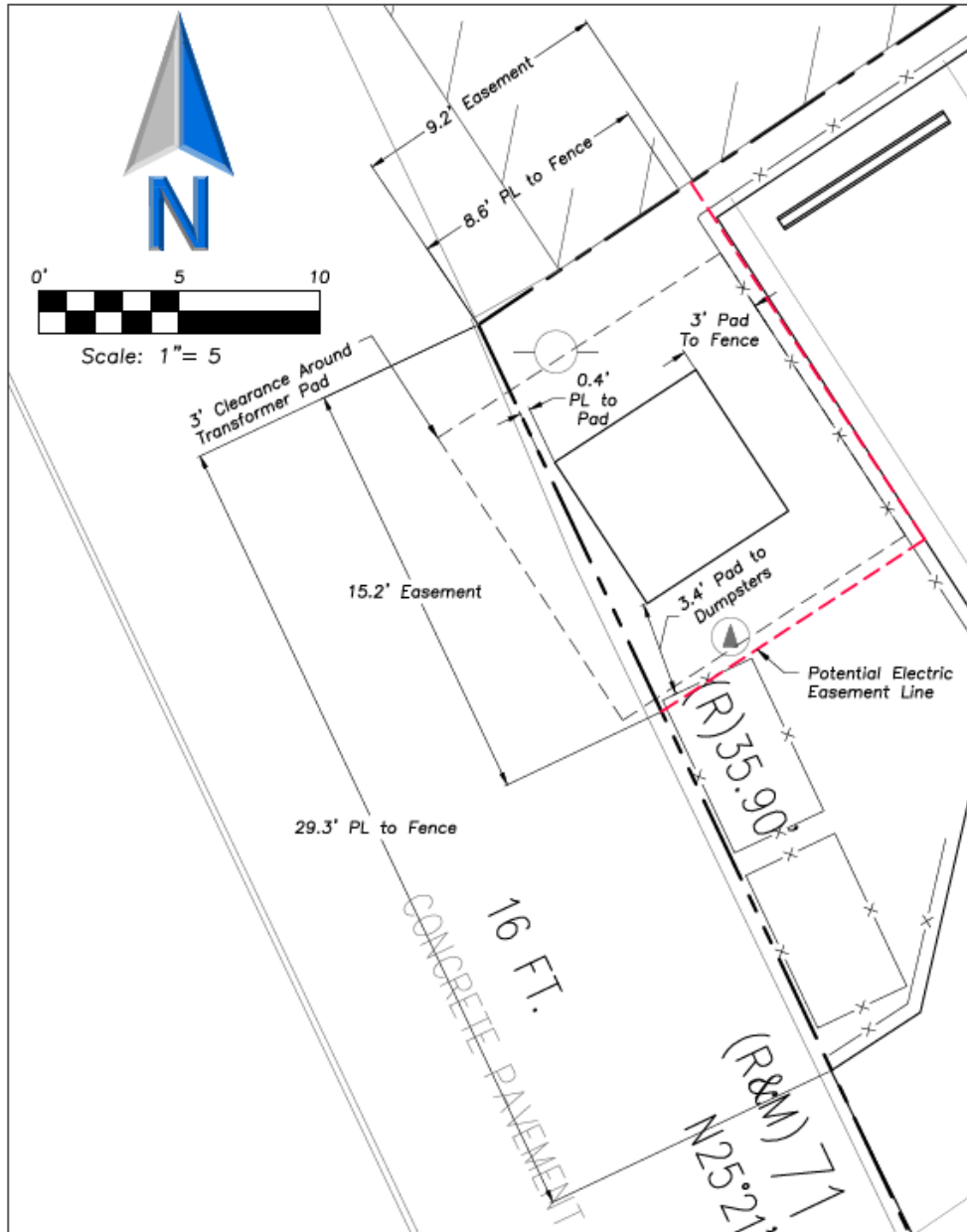


EXHIBIT N

UNCONDITIONAL AGREEMENT AND CONSENT

TO: The Village of Winnetka, Illinois (“*Village*”):

WHEREAS, JPMorgan Chase Bank, National Association, a national banking association (“*Owner*”) is the owner of property commonly known as 791 Elm Street (“*Property*”), which Property is legally described in *Exhibit A* attached to this Ordinance; and

WHEREAS, the Property is generally located on the northwest corner of Elm Street and Green Bay Road in Winnetka, and is located in the C-2 General Retail Commercial District, and a portion of the Property is also located in the C-2 Commercial Overlay District; and

WHEREAS, the Property is required to be developed as a planned development in accordance with Chapter 17.58 of the “Winnetka Zoning Ordinance,” as amended (“*Zoning Code*”); and

WHEREAS, Ordinance No. M-08-2024, adopted by the Village Council on _____, 2024 (“*Ordinance*”), grants the Owner approval of its preliminary development plan and certain exceptions and modifications from provisions of the Zoning Ordinance to permit Owner to construct and develop a three-story building; related parking improvements; and related on-site and off-site streetscape, landscape, and other public and private improvements (“*Zoning Approvals*”); and

WHEREAS, Section 15 of the Ordinance provides, among other things, that the Ordinance will be of no force or effect unless and until the Owner has filed, within 10 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 Owner hereby agrees and covenants as follows:

1. The Owner 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 Owner acknowledges that public notices and hearings have been properly given and held with respect to the adoption of the Ordinance and the Zoning Approvals, 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 Owner 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 granting of the Zoning Approvals or its adoption of the Ordinance, and that the Village’s approval of the Zoning Approvals does not, and will not, in any way, be deemed to insure the Owner against damage or injury of any kind and at any time.
4. The Owner 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.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Owner has signed this Unconditional Agreement and Consent as of the date set forth below.

JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, a national banking association

By: _____

Its: _____

Date:_____

RESOLUTION NO. R-54-2024

A RESOLUTION APPROVING A DEVELOPMENT AGREEMENT

(791 Elm Street)

(Chase)

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, JPMorgan Chase Bank, National Association, a national banking association ("***Owner***") is the owner of property commonly known as 791 Elm Street ("***Property***"); and

WHEREAS, currently located on the Property is an existing two-story commercial building that is currently occupied by the Owner with retail banking on the first floor and corporate offices on the second floor ("***Existing Building***"), as well as a surface parking lot that accommodates approximately 20 vehicles for bank patrons ("***Existing Parking Lot***"); and

WHEREAS, the Owner desires to demolish the Existing Building and Existing Parking Lot and develop on the Property a three-story building that includes (i) 8,500 square feet of retail bank and lobby on the ground floor; (ii) 18,000 square feet of corporate offices on the second and third floor levels; and; and (iii) related on-site improvements, including a total of 31 parking spaces, with 24 spaces on the lower (underground) level, and seven parking spaces at street level (collectively, "***Proposed Development***"); and

WHEREAS, on _____, 2024, the Village Council adopted Ordinance No. M-08-2024, granting preliminary approval for a special use permit for a planned development for the Subject Property to permit the Owner to construct the Proposed Development ("***PD Ordinance***"); and

WHEREAS, the PD Ordinance requires that the Village and the Owner enter into a development agreement governing the use and development of the Property ("***Development Agreement***"); and

WHEREAS, the Village Council has determined that entering into the Development Agreement with the Owner will serve and be in the best interest of the Village;

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 above recitals as its findings, as if fully set forth in this Section.

SECTION 2: APPROVAL OF DEVELOPMENT AGREEMENT. The Village Council approves the Development Agreement by and between the Village and the Owner in substantially the form attached to this Resolution as ***Exhibit A*** and in a final form approved by the Village Attorney.

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

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

ADOPTED this June 4, 2024, pursuant to the following roll call vote:

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

Signed

Village President

Countersigned:

Village Clerk

EXHIBIT A
DEVELOPMENT AGREEMENT

**THIS DOCUMENT
PREPARED BY AND AFTER
RECORDING RETURN TO:**

Peter Friedman
Elrod Friedman LLP
325 N. LaSalle Street
Suite 450
Chicago, IL 60654

Above Space for Recorder's Use Only

**DEVELOPMENT AGREEMENT
BETWEEN
THE VILLAGE OF WINNETKA AND
JPMORGAN CHASE BANK, NATIONAL ASSOCIATION
(Chase Bank- 791 Elm Street)
DATED AS OF _____, 2024**

**DEVELOPMENT AGREEMENT
BETWEEN
THE VILLAGE OF WINNETKA AND
JPMORGAN CHASE BANK, NATIONAL ASSOCIATION
(Chase Bank - 791 Elm Street)**

THIS DEVELOPMENT AGREEMENT (“Agreement”) is dated as of the ____ day of _____, 2024, and is by and between the **VILLAGE OF WINNETKA**, an Illinois home rule municipal corporation (“**Village**”), and **JPMORGAN CHASE BANK, NATIONAL ASSOCIATION**, a national banking association (“**Owner**”).

IN CONSIDERATION OF the agreements set forth in this Agreement, the receipt and sufficiency of which are mutually acknowledged, and pursuant to the Village’s statutory and home rule powers, the Parties agree as follows:

SECTION 1. BACKGROUND.

A. The Property is an approximately 0.39-acre property located at the address commonly known as 791 Elm Street, in Winnetka, Illinois, and legally described in **Exhibit A** to this Agreement.

B. As of the Effective Date of this Agreement, Owner is the owner of the Property.

C. The Property is located on the northwest corner of Elm Street and Green Bay Road in the C-2 General Retail Commercial District, and a portion is also located in the C-2 Commercial Overlay District.

D. The Property is currently improved with an existing two-story commercial building with retail banking on the first floor and corporate offices on the second floor (“**Existing Building**”).

E. Owner desires to demolish the Existing Building and parking lot on the Property, and construct the Development on the Property.

F. Redevelopment of the Property requires approval of a planned development in accordance with Chapter 17.58 of the Zoning Code.

G. On September 18, 2023, Owner filed an application with the Village for approval of the Development Approvals (“**Application**”).

H. On June __, 2024, the Village Council adopted Ordinance No. M-08-2024, approving the preliminary plan development plan and granting the relief requested in the Application (“**Preliminary PD Ordinance**”). Pursuant to Subsection 9.A of the Preliminary PD Ordinance, all of the approvals granted in the Preliminary PD Ordinance are expressly subject to and contingent upon the construction, use, operation, and maintenance of the Development on the Property pursuant to the terms and conditions of this Agreement.

I. The Corporate Authorities have determined that the development of the Property pursuant to and in accordance with this Agreement will further enable the Village to regulate and ensure the reasonable and appropriate development of the Property.

J. As provided in, and as a condition of, the Preliminary PD Ordinance, Owner has agreed to execute this Agreement so as to provide that the Property be developed only in compliance with this Agreement and the Development Approvals.

SECTION 2. DEFINITIONS: RULES OF CONSTRUCTION.

A. **Definitions.** Whenever used in this Agreement, the following terms have the following meanings unless a different meaning is required by the context. All capitalized words and phrases throughout this Agreement have the meanings set forth in the preamble, Section 1, and in this Section and the other provisions of this Agreement. If a word or phrase is not specifically defined in this Agreement, it has the meaning ascribed to it in the Village Code, Zoning Code, or Subdivision Regulations.

Building Code: Title 15 of the Village Code.

Building and Sign Elevations Plan. The “Building and Sign Elevations Plan” that is a component of the Preliminary Development Plan and approved in the Preliminary PD Ordinance, consisting of two sheets, prepared by Gensler, with a latest revision date of January 12, 2024, a copy of which is attached to, and by this reference made a part of, this Agreement as **Exhibit B-1**.

Civil Engineering Plan. The “Civil Engineering Plan” that is a component of the Preliminary Development Plan and approved in the Preliminary PD Ordinance, consisting of 10 sheets, prepared by Eriksson Engineering Associates, Ltd., with some of the sheets having a latest revision date of January 12, 2024, a copy of which is attached to, and by this reference made a part of, this Agreement as **Exhibit B-3**.

Corporate Authorities: The Village President and Village Council.

Construction Logistics and Redevelopment Schedule Plan. The “Construction Logistics and Redevelopment Schedule Plan” that is a component of the Preliminary Development Plan and approved in the Preliminary PD Ordinance, consisting of three sheets dated May 16, 2024, a copy of which is attached to this Agreement as **Exhibit B-9**, as the same may be amended and further finalized as part of the Final Engineering Plan and pursuant to Section 4.A.3 of this Agreement.

Construction and Traffic Management (CTM) Plan: Defined in Section 6.F of this Agreement.

Core & Shell Permit: The building permit the Village issues Owner to begin the construction of the core and shell of the Building after it has approved a building permit application that describes the site improvements to the Property and the structural systems of the Building Owner intends to construct as part of the Development.

Development: The redevelopment of the Property including the development of a three-story building (“**Building**”) and commercial use planned development that includes (i) 8,500 square feet of retail bank and lobby on the ground floor; (ii) 18,000 square feet of corporate offices on the second and third floor levels; and (iii) a total of 31 parking spaces consisting of seven spaces at street level and 24 spaces on the lower (underground) level (“**Parking Lot**”).

Development Approvals: The ordinances, resolution, permits, and administrative approvals listed in Section 3 of this Agreement.

Development Plan: Prior to approval of the Final Development Plan, all references in this Agreement to the Development Plan refer to the Preliminary Development Plan. Upon approval of the Final Development Plan, all references in this Agreement to the Development Plan refer to the Final Development Plan.

Effective Date: The date of execution of this Agreement by all of the Parties, which date shall be deemed to be the date set forth in the first paragraph of page one of this Agreement.

Events of Default: Defined in Section 11.A of this Agreement with respect to Owner and in Section 11.B of this Agreement with respect to the Village.

Exterior Lighting Plan. The “Exterior Lighting Plan” that is a component of the Preliminary Development Plan and approved in the Preliminary PD Ordinance, consisting of one sheet, prepared by Gensler, with a latest revision date of August 18, 2023, a copy of which is attached to, and by this reference made a part of, this Agreement as **Exhibit B-6**.

Final Development Plan: Collectively, those plans and specifications for the Development to be approved by the Corporate Authorities pursuant to the Development Approvals, in accordance with Section 3 of this Agreement and the Requirements of Law. Upon the date that all components of the Final Development Plan are approved by the Village and any other governmental entity with jurisdiction, the Final Development Plan will, automatically and without further separate action by the Corporate Authorities and the Parties, be deemed to be incorporated in, and made a part of, this Agreement and to replace the Preliminary Development Plan in its entirety.

Final Engineering Plan: The engineering plan that receives the approval of the Corporate Authorities in accordance with and pursuant to Section 3 of this Agreement and in accordance with the Requirements of Law. Upon such approval, the Final Engineering Plan will, automatically and without further action by the Corporate Authorities and the Parties, be deemed to be incorporated in, and made a part of, the Final Development Plan, and by extension, this Agreement. The Final Engineering Plan will include, without limitation, identification and depictions of utility connections to the Building, the volume control requirements for the stormwater vault that is to be constructed as part of the Development, and the approximate locations of storm sewer connections.

Final Plat of Subdivision: The plat of subdivision for the Property, to be considered and approved by the Corporate Authorities in accordance with and pursuant to Section 3 of this Agreement. Upon the date on which the Final Plat of Subdivision becomes effective, the Final Plat of Subdivision will, automatically and without further action by the Corporate Authorities and the Parties, be deemed to be incorporated in, and made a part of, the Final Development Plan, and by extension, this Agreement.

Final PD Ordinance: The ordinance adopted by the Corporate Authorities approving the Final Development Plan and granting final planned development approval for the Development.

Floor and Site Plan. The Floor and Site Plan, consisting of three sheets, prepared by Gensler with a latest revision date of January 12, 2024, a copy of which is attached to, and by this reference made a part of, this Agreement as **Exhibit B-2**.

Guarantee: Defined in Section 7.A of this Agreement.

Improvement Construction License: Defined in Section 4.E.1 of this Agreement.

Improvement Construction Schedule: The schedule for construction of the Improvements as specifically described in Section 4.A.3 of this Agreement.

Improvements: The on-site and off-site improvements to be made in connection with the development of the Property, as provided in Section 4 of this Agreement, including, without limitation, the Public Improvements to be installed pursuant to the Development Plan, to be constructed on the Property but excluding the new Building to be constructed by the Owner on the Property.

Indemnified Claims: Defined in Section 8.C of this Agreement.

Landscape Plan: The “Landscape Plan” that is a component of the Preliminary Development Plan and approved in the Preliminary PD Ordinance, consisting of three sheets, prepared by Eriksson Engineering Associates, Ltd., with a latest revision date of December 22, 2023, a copy of which is attached to, and by this reference made a part of, this Agreement as **Exhibit B-7**.

Letter of Credit: The performance security required by Section 7.A, in the form attached as **Exhibit C** to this Agreement.

Licensed Premises: Defined in Section 4.E.1 of this Agreement.

Maintenance Guarantee: Defined in Section 7.D of this Agreement.

Massing Strategies Plan: The “Massing Strategies Plan” that is a component of the Preliminary Development Plan and approved in the Preliminary PD Ordinance, consisting of one sheet, prepared by Gensler, with a latest revision date of August 18, 2023, a copy of which is attached to, and by this reference made a part of, this Agreement as **Exhibit B-4**.

Owner: JPMorgan Chase Bank, National Association.

Parties: The Village and Owner, collectively.

Person: Any corporation, partnership, individual, joint venture, limited liability company, trust, estate, association, business, enterprise, proprietorship, governmental body or any bureau, department or agency thereof, or other legal entity of any kind, either public or private, and any legal successor, agent, representative, authorized assign, or fiduciary acting on behalf of any of the above.

Preliminary Development Plan: The set of plans and documents comprising the preliminary development plan for the Property, as approved, defined, and required in Section 3 of the Preliminary PD Ordinance, consisting of the Floor and Site Plan; Building and Sign Elevations Plan; Massing Strategies Plan; Exterior Lighting Plan; Streetscape Elevations Plan; Civil Engineering Plan; Tree Preservation Plan; Landscape Plan; and Construction Logistics and Redevelopment Schedule Plan.

Preliminary PD Ordinance: Ordinance No. M-08-2024, adopted by the Corporate Authorities on June __, 2024, approving the Preliminary Development Plan and granting preliminary approval of the planned development.

Property: That certain tract of land located at the addresses commonly known as 791 Elm Street, in Winnetka, Illinois and legally described in **Exhibit A** attached to this Agreement.

Public Improvements: The following Improvements which the Owner is to construct or install in or along the portions of the Elm Street and Green Bay Road rights-of-way that are immediately adjacent to the Property when it proceeds to construct the Development: (a) the streetscape lights, furnishings, trees and other landscaping depicted or described on Sheets C1.00 and C2.00 of the Final Engineering Plan, the Landscape Plan and the Tree Preservation Plan; and (b) the sidewalks and utility infrastructure depicted or described on Sheets C3.00, C4.00, C6.00, C6.01, C6.02 and C6.03 of the Final Engineering Plan.

Requirements of Law: All applicable laws, statutes, codes, ordinances, resolutions, rules, regulations, and policies of the Village and any federal, state, or local government or governmental agency with jurisdiction over the Property, each as may be amended from time to time.

Right-of-Way Improvements: Those specific Improvements to be constructed on or within the public-owned rights-of-way that are adjacent to or in the vicinity of the Property, as specifically described in Section 4.E of this Agreement.

Site Restoration: Site restoration and modification activities to establish a park-like setting suitable for passive outdoor recreational activities, including without limitation, demolition of partially constructed improvements and structures, regrading, erosion control, and installation of sod or seeding.

Streetscape Elevations Plan. The “Streetscape Elevations Plan” that is a component of the Preliminary Development Plan and approved in the Preliminary PD Ordinance, consisting of one sheet, prepared by Gensler, with a latest revision date of August 18, 2023, a copy of which is attached to, and by this reference made a part of, this Agreement as **Exhibit B-5**.

Stormwater Improvements: The following specific Improvements, as depicted on the Final Engineering Plan: private storm sewers, related equipment, appurtenances, structures, swales, stormwater tanks, and storm drainage areas installed and maintained on the Property to ensure adequate storm water drainage and management and to collect and direct storm water into the Village’s storm sewer system.

Structure: A building or structure as defined in the Zoning Code.

Subdivision Code: Title 16 of the Village Code.

Transferee Assumption Agreement: Defined in Section 9.C of this Agreement.

Tree Preservation Plan: The “Tree Preservation Plan” that is a component of the Preliminary Development Plan and approved in the Preliminary PD Ordinance, consisting of one sheet, prepared by Eriksson Engineering Associates, Ltd., with a latest revision date of October 27, 2023, a copy of which is attached to, and by this reference made a part of, this Agreement as **Exhibit B-8**.

Uncontrollable Circumstance: Any of the following events and circumstances that materially change the costs or ability of Owner to carry out its obligations under this Agreement:

- a. a change in the Requirements of Law, other than an action taken by the Village pursuant to Section 12.A.3 of this Agreement;
- b. insurrection, riot, civil disturbance, sabotage, act of public enemy, explosion, nuclear incident, war, or naval blockade;
- c. hurricane, tornado, landslide, earthquake, lightning, fire, windstorm, other extraordinary weather conditions preventing performance of work, or other similar Act of God;
- d. governmental condemnation or taking other than by the Village; or
- e. strikes, lockouts, or labor disputes, other than those caused by the unlawful acts of Owner, its partners, or affiliated entities.

Uncontrollable Circumstance does not include: (i) delays caused by weather conditions, unless the weather conditions are unusually severe or abnormal considering the time of year and the particular location involved; or (ii) economic hardship, impracticability of performance, commercial, economic, or market conditions, or a failure of performance by a contractor (except as caused by events that are Uncontrollable Circumstances as to such contractor).

Vertical Construction: The construction of any portion of a Structure above grade level.

Village: The Village of Winnetka.

Village Code: "Winnetka Village Code", as amended.

Village Laws: The Village Code, the Zoning Code, the Subdivision Code, and all other Village laws, codes, ordinances, resolutions, rules, regulations, and policies.

Zoning Code: The "Winnetka Zoning Ordinance", as amended.

B. Rules of Construction.

1. **Grammatical Usage and Construction.** In construing this Agreement, plural terms are to be substituted for singular and singular for plural, in any place in which the context so requires.

2. **Headings.** The headings, titles, and captions in this Agreement have been inserted only for convenience and in no way define, limit, extend, or describe the scope or intent of this Agreement.

3. **Calendar Days; Calculation of Time Periods.** Unless otherwise specified in this Agreement, any reference to days in this Agreement will be construed to be calendar days. Unless otherwise specified, in computing any period of time described in this Agreement, the day of the act or event on which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless the last day is a Saturday, Sunday or legal holiday under the laws of the State in which the Property is located, in which event the

period shall run until the end of the next day which is neither a Saturday, Sunday or legal holiday. The final day of any period will be deemed to end at 5:00 p.m., Central prevailing time.

4. Compliance and Conflict with Other Requirements. Unless otherwise provided in this Agreement either specifically or in context, in the event of a conflict between or among this Agreement and any plan, document, or Requirement of Law referenced in this Agreement, the plan, document, or Requirement of Law that provides the greatest control and protection for the Village, as determined by the Village Manager, will control. All of the provisions set forth in this Agreement, and all referenced plans, documents, and Requirements of Law are to be interpreted so that the duties and requirements imposed by any one of them are cumulative among all of them, unless otherwise provided in this Agreement either specifically or in context.

SECTION 3. DEVELOPMENT, USE, OPERATION AND MAINTENANCE OF THE PROPERTY.

Notwithstanding any use or development right that may be applicable or available pursuant to the provisions of the Village Code or the Zoning Code, or any other rights Owner may have, during the term of this Agreement, the Property may only be developed, used, operated, and maintained pursuant to, and in accordance with, the terms and provisions of this Agreement and its exhibits and the conditions set forth in this Section below. Development, use, operation, and maintenance of the Property in a manner deviating from these conditions will be deemed a violation of this Agreement and Owner's obligations under this Agreement, and an Event of Default pursuant to Section 11.A of this Agreement.

A. Final Planned Development Approval. Owner must work diligently and do all work necessary to produce a Final Development Plan and submit its application for final planned development approval of the Development within 180 days after the effective date of the Preliminary PD Ordinance ("Final Plan Submittal Deadline"). The application for final planned development approval must be (i) in substantial conformity with the approved Preliminary Development Plan; and (ii) in compliance with the Requirements of Law, as determined by the Director of Engineering, in the Director's sole and absolute discretion. The Village will cooperate with Owner and promptly perform any reviews or related actions required with regard to any consents, permissions, or approvals requested by Owner. Owner may request an extension if they can show efforts are being made to advance the Development Plan toward final submission.

B. Development. The Development must consist of the following required elements, all of which were promised by Owner and served as an enticement to the Village to enter into this Agreement and adopt the Development Approvals:

1. The Building must contain approximately 8,500 square feet of retail bank and lobby on the ground floor level and approximately 18,000 square feet of corporate offices on the second and third floor level.
2. The Parking Lot must have a total of 31 parking spaces, consisting of seven spaces at street level and 24 spaces on the lower (underground) level.
3. The Improvements, as described and depicted in Section 4 and Exhibit B of this Agreement.

C. General Development Restrictions. The development, construction, operation and maintenance of the Development on the Property, must, except for minor alterations due to final engineering and site work approved by the Director of Community Development, as appropriate, comply, and be in accordance, with the following:

1. This Agreement;
2. The Preliminary PD Ordinance and the Final PD Ordinance (including Exhibits);
3. The Final Plat of Subdivision;
4. The Development Plan, and all individual plans and documents of which it is comprised;
5. The Village Code;
6. The Zoning Code;
7. The Building Code;
8. The Subdivision Ordinance;
9. The Requirements of Law.

Unless otherwise provided in this Agreement either specifically or in context, in the event of a conflict between or among any of the plans or documents listed as or within items 1 through 9 of this Section 3.C, the interpretative provisions of Section 2.B.4 will prevail.

D. Commencement and Completion of Construction. Owner will commence construction, beyond mere fencing and preparation of the worksite, of the Improvements and the Development within 60 days after the issuance by the Village of a building permit for the Development. Upon adoption of the Final PD Ordinance, Owner must file all necessary permit applications and other required materials in a timely manner that provides the Village the opportunity to review and approve the required permits or other authorizations in a timely manner. Construction of the Improvements and the Development shall be undertaken in accordance with the building permit and the specific Construction Schedule and Staging Plan approved as part of the Final Engineering Plan. The Village will cooperate with Owner and promptly perform any reviews, inspections or related actions required with regard to any consents, permissions, or approvals requested by Owner, or related to the construction of the Development, in order to facilitate Owner's compliance with the Construction Logistics and Redevelopment Schedule Plan.

E. Vehicular Ingress and Egress. Owner must ensure that all ingress and egress from the Development, as depicted on the Floor and Site Plan, have adequate turning radiuses for vehicular use, including delivery trucks and refuse collection trucks, and provide for adequate sightlines and access and which shall be fully depicted in engineering plans submitted and approved as part of the Final PD Ordinance.

F. Installation of Signage. The installation, construction, location, and maintenance of all signage on the Property shall be governed by Chapter 15.60 of the Village Code.

G. Existing Streetscape Lights, Furnishings, Trees and Other Landscaping.

Owner shall identify and maintain, or relocate or replace, if necessary, any existing streetscape lights, furnishings, trees and other landscaping that will be damaged or removed as part of the construction of the Development in accordance with Subsection 9.G of the Preliminary PD Ordinance. The Parties acknowledge and agree that the existing traffic controllers and associated traffic signals at the intersection of Elm Street and Green Bay Road will remain in place and operation during the construction of the Development.

H. Use and Maintenance of the Subject Property. To assure that the public health, safety, and general welfare are protected during construction of the Development, including specifically, but without limitation, pending and during the demolition of the Existing Building on the Property, the following minimum standards set forth in Village Code Sections 15.32.150 and 15.48, for the use and maintenance of the Property shall apply:

1. Prior to demolition, Owner shall maintain the current conditions of the Property and the Existing Building and shall promptly make all necessary repairs should the Existing Building or Property fall into further disrepair. Owner shall also maintain the Existing Building and the Property in a safe and proper condition and in good repair.
2. As used in this subsection, "proper" shall mean:
 - a. That Owner shall use commercially reasonable efforts, as determined by the Director of Community Development, under the supervision of the Village Manager, to ensure (i) that exterior enclosures (exterior walls, windows, doors, etc.) are adequately maintained, watertight and in good operating condition; (ii) that roofing systems are adequately maintained and do not become less watertight; (iii) that fire sprinkler system and fire alarm system are maintained in good repair and remain functional at all times; (iv) that parking areas are kept clean; and (v) that structural systems are maintained in good repair, with any indication of structural deterioration promptly and safely repaired;
 - b. That Owner shall use its best efforts, as determined by the Director of Community Development, under the supervision of the Village Manager, to ensure (i) that any damage from vandals, including graffiti, are promptly removed; (ii) that any debris and accumulations of dirt are promptly removed; (iii) that salt or similar de-icers are applied to pedestrian walkways, vehicular driveways and parking areas to protect against the accumulation of snow and ice; and (iv) that accumulations of snow and ice on such areas be promptly and safely removed; and
 - c. That Owner shall promptly replace any cracked or broken windows within seven days, unless otherwise approved by the Director of Community Development.
3. All materials used in maintaining and repairing the Property and the Existing Building shall be of equal or better quality than the existing materials.

I. Taxes and Utilities. Owner shall pay all taxes and utility fees as and when due and shall provide proof that the Property is free of utility, tax or other liens as a condition for final planned development approval and as a condition for the issuance of any permits.

J. Term of Building Permit. The building permit issued for the construction of the Development shall be in effect for a term of 24 months from the date of issuance, and shall be conditioned upon compliance with the Construction Logistics and Redevelopment Schedule Plan.

K. Parking Lot. Owner shall construct and provide 31 parking spaces consisting of (i) 24 parking spaces located underground in the Building and (ii) seven surface parking spaces. Two of the parking spaces located on the surface level will be designated as ADA parking, and one of the underground parking spaces will include an EV charging station, all as specifically provided in the Preliminary Development Plan, and will be constructed as follows:

1. The surface area parking lot will include signage that establishes a 30-minute time limit for those parking spaces.

2. Parking indicators will be installed at the entrance to the lower-level (underground) parking level garage, which will display the current vacancy and availability at the garage entrance.

SECTION 4. IMPROVEMENTS.

A. Design and Construction of the Improvements.

1. Description of Improvements. The Improvements are depicted and described on the Final Engineering Plan and the other components of the Development Plan, and in Exhibit B, and include the following:

- a. Stormwater. Stormwater Improvements in the manner provided by the Director of Engineering and, upon such approval, incorporated into, and depicted on, the Final Engineering Plan as part of the Final PD Ordinance.
- b. Sanitary Sewer. Sanitary sewer mains, sanitary sewer lines, pumps, emergency backup power, and related appurtenances for each building, in the manner approved by the Director of Engineering and, upon such approval, incorporated into, and depicted on, the Final Engineering Plan as part of the Final PD Ordinance.
- c. Potable Water. Water mains and distribution facilities and appurtenances necessary to service the Property in the manner approved by the Director of Water and Electric and, upon such approval, incorporated into, and depicted on, the Final Engineering Plan as part of the Final PD Ordinance.
- d. Right-of-Way Improvements. The Right-of-Way Improvements described in Section 4.E of this Agreement.

- e. Landscaping Improvements. The landscaping depicted on the Landscape Plan, and described in Section 4.C of this Agreement.

2. General Site Standards. All Improvements must be designed and constructed pursuant to and in accordance with the Final PD Ordinance and the Development Plan, and will be subject to the reasonable written satisfaction of the Director of Engineering in accordance with the Village Code, the Subdivision Code, and all Requirements of Law. All work performed on the Improvements must be conducted in a good and workmanlike manner, with due dispatch, and in compliance with the Improvement Construction Schedule, any phasing plan provided pursuant to this Agreement, as well as all permits issued by the Village for construction of the Improvements. All materials used for construction of the Improvements must be new and of first-rate quality. All Improvements must be constructed and installed in accordance with the highest standards of professional practice, care, skill, and diligence practiced by recognized firms or licensed and accredited professionals in performing services of a similar nature. This warranty is in addition to any other warranties expressed in this Agreement, or expressed or implied by law, which are reserved unto the Village. Any work required by law or by this Agreement to be performed by licensed professionals will be performed by professionals licensed in accordance with the Requirements of Law.

3. Construction Schedule. Prior to commencing any construction of any Public Improvement, or of any part of the Development that will affect existing utilities or roadways, Owner must meet with the Director of Engineering and Director of Community Development (collectively, the “**Directors**”), or their designee, to develop a mutually-agreeable Improvement Construction Schedule for all such construction. The meeting must take place not less than two weeks prior to the commencement of any such construction. After the meeting, Owner must prepare and submit minutes of the meeting to the Village’s Directors. No construction may occur prior to the approval by the Village’s Directors of the meeting minutes and the Construction Logistics and Redevelopment Schedule Plan.

4. Contract Terms; Prosecution of the Work. Owner must include in every contract for work on the Improvements terms requiring the contractor to prosecute the work diligently and continuously, in full compliance with, and as required by or pursuant to, this Agreement, the Development Plan, the Final PD Ordinance, and the Requirements of Law, until the work is properly completed, and providing that Owner may take over and prosecute the work if the contractor fails to do so in a timely and proper manner.

5. Engineering Services. Owner must provide, at its sole cost and expense, all engineering services for the design and construction of the Improvements, by a professional engineer responsible for overseeing the construction of the Improvements. Owner must promptly provide the Village with the name of a local Owner’s representative and a telephone number or numbers at which Owner’s representative can be reached at all times.

6. Village Inspections and Approvals. All work on the Improvements is subject to inspection and approval by Village representatives at all times. Owner will provide immediate access to the Property for the purpose of conducting these inspections during regular operating hours and within 12 hours outside of regular operating hours upon notice by the Village.

7. Other Approvals. Where the construction and installation of any Improvement requires the consent, permission, or approval of any third-party public agency or private party, Owner must promptly file all applications, enter into all agreements, post all security,

pay all fees and costs, and otherwise take all steps that may be required to obtain the consent, permission, or approval.

8. Completion of the Improvements. All Improvements must be completed and made ready for inspection, approval, and, where appropriate, acceptance by the Village Corporate Authorities pursuant to the Construction Logistics and Redevelopment Schedule Plan, and otherwise approved by the Director of Engineering as part of the Final Engineering Plan. Owner shall be allowed extensions of time beyond the completion dates in the Construction Logistics and Redevelopment Schedule Plan for unavoidable delays caused by Uncontrollable Circumstances. The Village shall have the right, but not the obligation, to refuse to issue a final certificate of occupancy for any building or structure located on the Property until the Improvements are completed by Owner and approved by the Village in accordance with this Agreement. The issuance of any building permit or certificate of occupancy by the Village at any time prior to completion of all of the Improvements by Owner and approval of the Improvements by the Village shall not confer on Owner any right or entitlement to any other building permit or certificate of occupancy.

B. Connection of Utilities.

1. Upgrades. Owner must, at its sole cost and expense, and in accordance with and pursuant to the Development Plan, upgrade: (a) all public utility connections servicing the Property; and (b) the connection of all utilities to facilities located on the Property.

2. Connection. No utilities located on the Property may be connected to the sewer and water utilities belonging to the Village except in accordance with the applicable provisions of the Requirements of Law and upon payment all fees required by Village Laws.

3. Other Utilities. The extension, installation, connection, and relocation of any and all other utility facilities necessary to serve the Development and as depicted on the Final Engineering Plan and Final Plat, including without limitation: (a) water service connections and meters, fire hydrants and standpipes, electric service connections and individual service lines, electric meters and transformers, sanitary sewer lines and storm sewer lines; (b) all applicable service and connection fees; and (c) any upgrades to Village utility systems that the Village determines is directly attributable and reasonably necessary to provide adequate utility service to the Development. Where utility service is provided by the Village, the Village shall retain all authority and discretion, pursuant to applicable State law and the Village Code, to determine the nature and extent of the utility facilities necessary to serve the Development and to determine the methods of construction.

4. Electrical Power Cables. Owner, in connection with the construction of the Development, and as approved by the Director of Water and Electric, and at its sole cost and responsibility, will remove the underground electric power cables existing on the Property as of the Effective Date.

5. Utility Easements. Prior to obtaining any demolition or building permits for the Development, Owner shall enter into an easement agreement in accordance with Section 9.L of the Preliminary PD Ordinance.

C. Landscaping. Prior to the issuance by the Village of a final certificate of occupancy for the Building, Owner must install all landscaping on the Property depicted on the

Landscape Plan, which landscaping must be installed and maintained and in accordance with the following:

1. All trees, shrubs, plantings, and ornamentals must be healthy, and of the size, height, diameter and species described in the Tree Preservation Plan and Landscape Plan.
2. The Village Forester will have the right to reasonably reject or require replacement of any such landscaping that is not in accordance with this Agreement.
3. The final grade of the site must contain a minimum of four to six inches of topsoil, except as may be approved by the Village Forester.
4. Owner must replace any of such trees, shrubs, plantings and ornamentals that are not healthy and growing after one year from the date of installation.

D. Lighting. All exterior lighting on the Property must comply at all times with the lighting requirements set forth in the Village Code and the Exterior Lighting Plan.

E. Right-of-Way Improvements.

1. Grant of Temporary Construction License. Subject to the terms and conditions set forth in this Agreement, the Village grants to Owner, and Owner accepts, a non-exclusive revocable license, for the construction, installation, and completion, at the sole cost and expense of Owner, of the following improvements within Village-owned rights-of-way and, as necessary, within adjacent Village-owned parcels (collectively, the ***“Licensed Premises”***), all as depicted in the Final Engineering Plan, and pursuant to and in strict accordance with the terms and provisions of this Section 4.E and the other provisions of this Agreement (***“Improvement Construction License”***):

a. Landscaping and Streetscape Improvements in Public Rights-of-Way. Owner must install streetscape and landscaping materials within those portions of the rights-of-way of Green Bay Road and Elm Street that are immediately adjacent to the Property, as and to the extent depicted on the Landscape Plan. Additionally, Owner must obtain (i) the necessary approval from the Illinois Department of Transportation (“IDOT”) to perform any work in the right-of-way of Green Bay Road, and (ii) obtain IDOT’s approval of any proposed improvements to be constructed and installed in the right-of-way of Green Bay Road.

b. Resurfacing of Elm Street and Green Bay Road. After construction of the Building is complete, but prior to obtaining a final certificate of occupancy for the Building, Owner (i) must mill, resurface, and stripe those portions of the Elm Street roadway surfaces north of the roadway centerline to the northerly curbline and located between the alley east to the pedestrian crosswalk at Green Bay Road and (ii) must mill, resurface, and stripe those portions of Green Bay Road roadway surfaces that are immediately adjacent to the Property, exclusive of the intersection of Elm Street and Green Bay Road, and any other portion of those or other rights-of-way damaged by Owner during construction, to the satisfaction of the Director of Engineering. The Director of Engineering shall confirm the final limits of restoration of the roadway. The Village will issue a temporary certificate of occupancy for the Building prior to completion of the roadway work described in this paragraph upon written request of Owner and if the Director of Community Development determines, in the Director’s sole and absolute discretion, that all other Building construction requirements have been satisfied and that the Building can be safely occupied pending the issuance of a final certificate of occupancy for the Building.

2. Limitation of Interest. Except for the Improvement Construction License granted pursuant to Section 4.E.1, Owner does not and will not have any legal, beneficial, or equitable interest, whether by adverse possession or prescription or otherwise, in any portion of the Licensed Premises, or the rights-of-way, or any other Village-owned property or right-of-way. Specifically, and without limitation of the foregoing, Owner acknowledges and agrees that nothing in this Agreement is to be interpreted to provide a license to Owner to alter any Village-owned right-of-way in any way other than for the installation of the Improvements identified in this Section 4.C.

3. Construction of the Right-of-Way Improvement/Maintenance of Licensed Premises and Adjacent Public Property. Owner must: (a) construct the Right-of-Way Improvements in accordance with and pursuant to the Preliminary PD Ordinance and this Agreement, in a good and workmanlike manner, and at the sole expense of Owner, which improvements shall be subject to inspection and approval by the Director of Engineering, and for landscaping improvements, the Village Forester; and (b) maintain the Licensed Premises and all streets, sidewalks, and other public property in and adjacent to the Licensed Premises in a safe, good and clean condition without hazard to public use at all times, and in accordance with the standards set forth in Section 5.H of this Agreement.

4. Village's Reservation of Rights Over Licensed Premises. The Village hereby reserves the right to use the Licensed Premises in any manner that will not prevent, impede, or interfere in any way with the exercise by Owner of the rights granted pursuant to this Section 5.E. The Village will have the right to grant other non-exclusive licenses or easements, including, without limitation, licenses or easements for utility purposes, over, along, upon, or across the Licensed Premises rights-of-way. The Village further reserves its right of full and normal access to the Licensed Premises for the maintenance of any existing or future utility located thereon.

5. Liens. Owner must, at its sole cost and expense, take all necessary action to keep all portions of the Licensed Premises free and clear of all liens, claims, and demands, including without limitation mechanic's liens, in connection with any work performed by the Licensee or its agents.

6. Maintenance of Right-of-Way by Village. Without limitation of the provisions of Section 8 of this Agreement, the Village will not be liable for any damage that may occur to the Right-of-Way Improvements as a result of the Village's necessary maintenance responsibilities with regard to any right-of-way that is subject to the Improvements Construction License. Any maintenance, repair, or replacement of the Improvements necessary as a result of such Village maintenance or other work will be at the sole cost and expense of Owner, through and including the date of expiration of the License, as set forth in Section 4.E.7 of this Agreement.

7. Term. The Improvements Construction License granted pursuant to this Section 4.E will expire upon the acceptance by the Village of all Right-of-Way Improvements pursuant to Section 4.F of this Agreement.

F. Dedication and Maintenance of the Improvements.

1. Final Inspection and Approval of the Improvements. Owner must notify the Director of Engineering when it believes that any or all of the Improvements have been fully and properly completed and must request final inspection and approval of the Improvement or Improvements by the Village. The notice and request must be given far enough in advance, and

in no event with less than one week's advance notice, to allow the Director of Engineering time to inspect the Improvements and to prepare a punch list of items requiring repair or correction and to allow Owner time to make all required repairs and corrections prior to the scheduled completion date (as may be established pursuant to this Agreement or in the permits issued by the Village for construction of the Improvements). Owner must promptly make all necessary repairs and corrections as specified on the punch list. The Village is not required to approve any portion of the Improvements until: (a) all of the Improvements as may be required pursuant to Section 4.A of this Agreement, including all punch list items, have been fully and properly completed; and (b) the Director of Engineering has determined that the specific Improvement has been constructed to completion, in accordance with all applicable plans, specification, and Requirements of Law.

2. Dedication and Acceptance of Public Improvements. Neither the execution of this Agreement, nor the approval of the Development Approvals, nor the execution and recordation of the Final Plat of Subdivision, constitutes acceptance by the Village of any Improvements that are depicted as "dedicated" on the Development Plan, if any. The acceptance of ownership of, and responsibility for, a specific approved Improvement as a Public Improvement may be made only by the Corporate Authorities, and only in compliance with the requirements of the Subdivision Code.

3. Transfer of Ownership of the Public Improvements and Easements to the Village. Upon the approval of, and prior to acceptance of, the Public Improvements to be accepted by the Village pursuant to Section 4.F of this Agreement, Owner must execute, or cause to be executed, all documents as the Village may request to transfer ownership of, or to provide easements in, the Public Improvements to, and to evidence ownership of the Public Improvements by, the Village, free and clear of all liens, claims, encumbrances, and restrictions, unless otherwise approved by the Village in writing. Owner must, at the same time: (a) grant, or cause to be granted, to the Village all insured easements or other property rights as the Village may require to install, operate, maintain, service, repair, and replace the Public Improvements that have not previously been granted to the Village, free and clear of all liens, claims, encumbrances, and restrictions, unless otherwise approved by the Village in writing; and (b) provide a written estimate of the monetary value of each Public Improvement to be accepted by the Village.

4. Maintenance of Public Improvements. For a period of two years following acceptance by the Village of the Public Improvements in accordance with Subsection 4.F of this Agreement, Owner must, at its sole cost and expense, maintain the Public Improvements as constructed pursuant to this Agreement without any modification, except as specifically approved in writing by the Director of Engineering, in a first-rate condition at all times. Maintenance shall not be deemed to include Village services, including but not limited to snow and ice removal and street sweeping, or repairs required due to damage caused by the improper or unintended use or treatment of a Public Improvement by members of the public, the Village Public Works Department, or other third parties unrelated to Owner or Owner's contractors, or representatives. Owner hereby guarantees, on its behalf and on behalf of its successors, the prompt and satisfactory correction of all defects and deficiencies in any of the Public Improvements that occur or become evident within two years after acceptance of the Public Improvement by the Village pursuant to this Agreement. In the event the Director of Engineering determines, that Owner is not adequately maintaining, or has not adequately maintained, any Public Improvement, Owner must, after 10 days' prior written notice from the Village (subject to Uncontrollable Circumstances), correct it or cause it to be corrected. If Owner fails to correct the defect, commence the correction of the defect, or diligently pursue correction of the defect to completion, the Village, after 10 days' prior written notice to Owner, may, but will not be obligated to, enter

upon any or all of the Property for the purpose of performing maintenance work on and to such Public Improvement. In the event that the Village causes to be performed any work pursuant to this Section 4.F.4, Owner must, upon demand by the Village, pay the costs of the work to the Village. If Owner fails to pay the costs, the Village will have the right to draw from the Maintenance Guarantee required pursuant to Section 7.D of this Agreement, based on costs actually incurred or on the Village's reasonable estimates of costs to be incurred, an amount of money sufficient to defray the entire cost of the work, including legal fees and administrative expenses. In the event any Public Improvement is repaired or replaced pursuant to this Section 4.F.4, the Village's right to draw upon the Maintenance Guarantee pursuant to Section 7.D of this Agreement will be extended, as to that Public Improvement, for two full years from the date of the repair or replacement.

5. Effect of Approval and Acceptance. Approval or acceptance of any Improvement will not constitute a waiver of any rights or claims that the Village has, before or after approval and acceptance, with respect to any breach of this Agreement by Owner or any right of indemnification of the Village by Owner.

SECTION 5. DEMOLITION AND CONSTRUCTION OF DEVELOPMENT.

A. General Construction and Contracting Requirements.

1. Compliance with Plans and Approvals. The development of the Property and the Development must be designed and constructed pursuant to and in accordance with the Development Plan and the Final PD Ordinance. All work must be conducted in a good and workmanlike manner and with due dispatch. All materials used for construction on the Development will be in accordance with the specifications for the work to be performed.

2. Contracts for Work on Development. Owner must include in every contract for work on the Developments terms requiring the contractor and its subcontractors to prosecute the work diligently, and in full compliance with, and as required by or pursuant to, this Agreement, the Development Plan, and the Requirements of Law, until the work is properly completed, and terms providing that Owner may take over and prosecute the work if the contractor fails to do so in a timely and proper manner.

3. Application for Permits and Approvals. Owner will apply for and will maintain all government permits, certificates, and consents (including, without limitation, appropriate environmental approvals) necessary to conduct its business and to construct and complete its obligations as required by this Agreement.

4. Village Inspections and Approvals. All work on the Property and the Development will be subject to inspection and approval by Village representatives at all times, subject to applicable safety rules.

5. Prevailing Wage. Owner must comply, and will cause all contractors constructing the Development to comply, with the Illinois Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*), as it may be applicable. Without limitation, Owner acknowledges and agrees, and will take all necessary steps to insure, that the Illinois Prevailing Wage Act applies to each contract pursuant to which Owner will construct, or cause the construction of, a Public Improvement or other Improvement that will be dedicated or transferred to another public entity upon its completion and acceptance.

B. Demolition of Existing Structures. Owner may commence demolition of the Existing Building and other existing structures on the Property only after (i) obtaining all necessary demolition permits and the Core and Shell Permit from the Village; and (ii) presenting the Village with a plan to mitigate dust, smoke, and other particulates resulting from the demolition. Owner will conduct all demolition work on the Property in full compliance with the Village's permitted construction work hours regulations. Owner will remove and dispose of all debris resulting from the demolition of existing structures on the Property in compliance with the Requirements of Law and the Village Code.

C. Single Phase of Development. The construction of the Improvements and the Development must take place in one continuous phase, subject to seasonal conditions.

D. Diligent Pursuit of Construction.

1. Once commencement of construction is authorized pursuant to this Agreement, Owner must pursue, or cause to be pursued, all required development, demolition, construction, and installation of structures, buildings, and Improvements on the Property in a diligent and expeditious manner, and in strict compliance with the Village Code and the Requirements of Law. Owner will conduct all construction work on the Property and the Development in full compliance with the Village's permitted construction work hours regulations.

2. Owner must complete and make ready the Improvements for inspection, approval and, where appropriate, acceptance by the Village pursuant to the Construction Logistics and Redevelopment Schedule Plan, as part of the Final Engineering Plan. Owner may be allowed extensions of time beyond the completion dates set forth in such construction schedule only for unavoidable delay caused by Uncontrollable Circumstances or as may be approved by the Village Manager.

E. Construction Traffic.

1. Construction and Traffic Management Plan. Owner must prepare and submit, for review and approval by the Village Engineer, a Construction and Traffic Management Plan ("**CTM Plan**") for the development of the Property. The CTM Plan will govern (i) the location, storage, and traffic routes for construction equipment and construction vehicles, and (ii) the location of alternative off-street parking during the construction. The Village has no obligation to issue a building permit for any structure or Improvement, and no construction may be commenced with respect to the structure or Improvement, unless and until the Director of Engineering and the Director of Community Development have approved, in writing, an updated Construction Staging Plan to be incorporated as part of the Final PD Ordinance. Owner must comply with the approved CTM Plan. The CTM Plan must include, without limitation, the following:

- a. The schedule and traffic routes for construction traffic accessing the Property;
- b. The designation of machinery and construction material storage areas on the Property;
- c. Provisions for the screening of construction areas within the Property;

- d. The hours of operation and schedule for construction on the Property;
- e. The location of areas on the Property and off the Property for the parking of construction vehicles and vehicles operated by construction employees;
- f. The location of alternative off-street parking to replace any parking temporarily lost due to construction; and
- g. The location of temporary and durable off-street parking on the Property or off-street parking off the Property for construction employees, which off-street parking must comply with the standards set forth in the Village Code.

2. **Designated Routes of Access.** The Village reserves the right to designate certain prescribed routes of access to the Property for construction traffic to provide for the protection of pedestrians and to minimize disruption of traffic and damage to paved street surfaces, to the extent practicable; provided, however, that the designated routes must not: (a) be unreasonably or unduly circuitous; nor (b) unreasonably or unduly hinder or obstruct direct and efficient access to the Property for construction traffic.

3. **Maintenance of Routes of Access.** At all times during the construction of the structures and Improvements, Owner must: (a) keep all routes used for construction traffic free and clear of mud, dirt, debris, obstructions, and hazards; and (b) repair any damage caused by construction traffic.

F. Tree Preservation. Owner must comply with all applicable tree preservation regulations set forth in Chapter 15.28 of the Village Code. No grade alteration or construction may take place within designated tree preservation areas, consistent with the tree fencing plan that must be submitted with Owner's applications for building permits for the Development.

G. Storm Water Management and Erosion Control During Construction. During construction of any of the structures or Improvements on the Property, Owner must:

- 1. Install and implement such measures as necessary to temporarily divert or control any accumulation of storm water away from or through the Property in a manner approved in advance by the Director of Engineering, which method of diversion must include early installation of storm drains to collect water and convey it to a safe discharge point;
- 2. Install erosion control devices as necessary to prevent silt, dirt, snow, ice, water, and other materials from leaving the site and traveling onto other properties;
- 3. Take all practicable measures to mitigate dust, smoke, and other particulates resulting from the construction; and
- 4. Promptly remove or dispose of all debris, spoils, materials, and waste generated by demolition, grading, construction, installation and paving on the Property in accordance with the Requirements of Law.

All installations made pursuant to this Section 5.G must be maintained by Owner until all final certificates of occupancy have been issued by the Village for the Development, except as otherwise may be approved by the Village Manager.

H. Damage to Public Property. Owner must maintain the Property and all streets, sidewalks, and other public property in and adjacent to the Property in a good and clean condition at all times during the development of the Property and construction of the Development. Further, Owner must: (1) promptly clean all mud, dirt, or debris deposited on any street, sidewalk, or other public property in or adjacent to the Property by Owner or any agent of or contractor hired by, or on behalf of, Owner; prior to the end of each business day, and (2) repair all damage caused by the activities of Owner or any agent of or contractor hired by, or on behalf of, Owner.

I. Protection of Buildings on Adjoining Properties During Demolition, Construction and Seismic Monitoring. Owner shall be solely responsible for protecting the buildings on adjoining properties from damage during Owner's demolition of the Existing Building and existing structures and construction of the Development and shall be solely responsible for any damage or injury to such buildings or properties caused by such demolition or construction. The means and methods for providing such protection shall be determined by Owner, subject to review and approval by the Director of Engineering and Director of Community Development or their designees, and shall be incorporated into the Final PD Ordinance. Owner shall utilize seismic monitoring equipment installed in adjacent buildings during the demolition of the Existing Buildings and existing structures to reduce the possibility of damage to structures on those properties.

J. Non-interference with Businesses. Owner's construction activities for the Development shall be performed to minimize, to the extent reasonably possible, interference with the businesses on adjacent properties and interference with pedestrian and vehicular traffic, including parking, in the vicinity of the Property.

K. Issuance of Permits and Certificates.

1. **General Right to Withhold Permits and Certificates.** In addition to every other remedy permitted by law for the enforcement of this Agreement, the Village has the absolute right to withhold the issuance of any building permit or certificate of occupancy for the Building at any time when Owner has failed or refused to meet fully any of its obligations under, or is in violation of, or is not in full compliance with, the terms of this Agreement, the Development Approvals, or the Requirements of Law.

2. **Timing of Construction of the Improvements.** The Village has the right, but not the obligation, to refuse to issue a final certificate of occupancy for the Building or structure located on the Property until the Improvements are completed by Owner and approved by the Village. The foregoing does not preclude the Village's issuance of conditional certificates of occupancy pursuant to the applicable provisions of the Village Code. The issuance of any building permit or certificate of occupancy by the Village at any time prior to completion of all of the Improvements by Owner and approval of the Improvements by the Village will not constitute a waiver of the Village's right to withhold any building permit or certificate of occupancy and will not confer on Owner any right or entitlement to any other building permit or certificate of occupancy.

3. **Completion of Public Roads, Private Driveways, and Parking Areas.** Except as provided in Section 4.E.1.b of this Agreement, no conditional certificate of occupancy or final certificate of occupancy associated with any new Structure to be located on the Property will be issued until the final grading, application of final surface course, and, where applicable, striping

of parking space for the roads, driveways, and parking areas serving the uses within such Structure has been completed.

4. **Utilities and Public Infrastructure.** Except as provided in Section 4.E.1.b of this Agreement, the Village has the right to refuse a temporary certificate of occupancy for the Building until the storm sewer and sanitary sewer mains, stormwater detention facilities, water systems, all required erosion control appurtenances, street pavement systems, including curbs and gutters, porous base, street inlets, and related appurtenances as described on the Final Development Plan and in the Final Engineering Plan are constructed and approved for use by the Director of Engineering.

L. Completion of Construction; Site Restoration. Subject to Uncontrollable Circumstances, if Owner fails to diligently pursue all demolition and construction as required in, or permitted by, this Agreement to completion within the time period prescribed in the building permit or permits issued by the Village for such demolition and construction, as the case may be, and if a perfected application to renew the building permit or permits is not filed within 30 days after the expiration of the permit or permits, Owner must, within 60 days after notice from the Village: (a) remove any partially constructed or partially completed Structures or Improvements from the Property; and (b) perform Site Restoration on that portion of the Property in which Owner has failed to complete all such demolition and construction, all in accordance with plans approved by the Village.

M. As-Built Plans. After completion of construction of any new Structure or Improvement, Owner must submit to the Director of Community Development: (1) final “as-built” plans related to drainage, grading, storm sewer, sanitary sewer and water mains, and associated structures; and (2) other final construction documents (in paper and, for Improvements, electronic format) as required and approved by the Director of Engineering and the Director of Community Development. The as-built plans must indicate, without limitation, the amount, in square feet, of impervious surface area on the Property. A licensed Professional Engineer (PE) and Professional Land Surveyor (PLS) registered in the State of Illinois must stamp the as-built site construction plans. The PE and/or PLS must stamp and sign the final engineering pages of the site construction plans, and the PLS must stamp and sign the final site survey. The as-built plans must include certification of all grading elevations around, in front of, and along the construction limits to ensure proper drainage and design requirements have been met.

SECTION 6. PAYMENT OF VILLAGE FEES AND COSTS.

A. Negotiation and Review Fees. Other than any costs, payments, fees, charges, contributions, or dedications otherwise required by this Agreement or by the Requirements of Law, including the fees provided for by Village Code Section 15.32.020 (as more specifically provided in Subsection C of this Section), Owner shall pay to the Village contemporaneous with the execution of this Agreement by the Village Manager, all third-party legal, engineering, and other consulting or administrative fees, costs, and expenses incurred or accrued as of the Effective Date of the Agreement in connection with (1) the redevelopment of the Property, including, without limitation, the review and processing of plans therefor; and (2) the negotiation, preparation, consideration, and review of this Agreement, the Preliminary PD Ordinance, and any of the other Development Approvals and permits for the Development. Payment of all fees, costs, and expenses shall be made by a certified or cashier’s check, business check, or by wire transfer. Owner acknowledges and agrees that it will continue to be liable for and to pay, promptly after presentation of a written demand or demands for payment, such third-party fees, costs, and expenses incurred in connection with any applications, documents, proposals, or requests for

interpretations or amendments of this Agreement, whether formal or informal, of whatever kind, submitted by Owner during the term of this Agreement in connection with the use and redevelopment of the Property. Owner acknowledges and agrees that it shall be liable for and will pay after demand all fees, costs, and expenses incurred by the Village for publications and recordings required in connection with the above matters.

B. Other Village Fees. In addition to all other costs, payments, fees, charges, contributions, or dedications required by this Agreement, Owner shall pay to the Village all application, inspection, and permit fees, all water and sewer general and special connection fees, tap-on fees, charges, and contributions, and all other fees, charges, and contributions pursuant to the Requirements of Law.

SECTION 7. PERFORMANCE SECURITY.

A. As security to the Village for the performance by Owner of its obligations pursuant to and in accordance with this Agreement, Owner will provide to the Village performance and payment security ("**Guarantee**") in the form of one or more letters of credit ("**Letter of Credit**"), in an amount equal to 110% of the estimated cost of completing the Public Improvements and Site Restoration required pursuant to this Agreement, as determined by the Village Director of Engineering and the Village Director of Community Development (for matters within their respective permitting authorities) ("**Performance Security**"). The Letter of Credit must be in form and substance substantially conforming in all material respects with **Exhibit C** to this Agreement and satisfactory to the Village Attorney. Specifically, and without limitation of the foregoing, the Letter of Credit must allow the Village to draw from the Letter of Credit in the event that Owner does not fully reimburse the Village for any costs and expenses incurred by the Village for work performed pursuant to Section 7.B of this Agreement. The Letter of Credit must be provided to the Village prior to the issuance of any permits for the Development, and must be maintained at all times until all Improvements have been approved and, as appropriate, accepted. The Guarantee will be administered pursuant to the Requirements of Law.

B. Use of Guarantee Funds. If Owner fails or refuses to remove any partially completed buildings, structures, and Improvements, or to perform Site Restoration, as required pursuant to Section 5.L of this Agreement, and such failure or refusal is an Owner Event of Default, then the Village in its reasonable discretion may draw on and retain all or any of the funds remaining in the Guarantee as necessary to remedy the failure or refusal. The Village thereafter will have the right, subject to an additional 30 days' notice and opportunity for cure, to cause such Improvements to be completed or corrected, and subject to the terms of the immediately preceding sentence, to reimburse itself from the proceeds of the Letter of Credit for all of its costs and expenses, including legal fees and administrative expenses, resulting from or incurred as a result of Owner's failure or refusal. If the funds remaining in the Letter of Credit are insufficient to repay fully the Village for all costs and expenses, then Owner must, upon demand of the Village, deposit with the Village any additional funds as the Village determines are necessary, within 30 days after receipt of a request therefor, to fully repay such costs and expenses.

C. Reductions in Guarantee. Concurrent with the approval and, if applicable, acceptance of Improvements in the manner provided in Section 4.F of this Agreement, the Guarantee may be reduced in a manner and in amounts authorized by the Village Manager.

D. Maintenance Guarantee. Immediately after the approval and, if applicable, acceptance by the Village of the Public Improvements pursuant to this Agreement, Owner must post a new guarantee in the amount of 10% of the actual total cost of constructing the Public

Improvements on the Property, provided as all cash, or a combination of cash and a letter of credit (with at least 10% cash), as security for Owner's maintenance of those Public Improvements (each a "***Maintenance Guarantee***"). The Maintenance Guarantee will be held by the Village in escrow until the date that is two years after the approval and, where appropriate, acceptance by the Village of the Public Improvements secured by the Maintenance Guarantee pursuant to this Agreement. If the Village is required to draw on a Maintenance Guarantee by reason of Owner's failure to fulfill its maintenance obligations under Section 4.F.4, then Owner must, within 10 days after receipt of a demand from the Village, cause the Maintenance Guarantee to be increased to its full original amount.

SECTION 8. LIABILITY AND INDEMNITY OF VILLAGE.

A. Village Review. Owner 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 the result of the Village's review and approval of any plans for the Development or the Improvements, or the issuance of any approvals, permits, certificates, or acceptances, for the development or use of the Development or the Improvements, and that the Village's review and approval of any plans and Improvements, and issuance of any approvals, permits, certificates, or acceptances, does not, and will not, in any way, be deemed to insure Owner or any of its successors, assigns, tenants and licensees, or any third party, against damage or injury of any kind at any time.

B. Village Procedure. Owner acknowledges and agrees that all notices, meetings, and hearings have been properly given and held by the Village with respect to the approval of this Agreement and the Preliminary PD Ordinance, and the Parties agree not to challenge such approvals on the grounds of any procedural infirmity or of any denial of any procedural right.

C. Indemnity. Owner agrees to, and does hereby, hold harmless, indemnify, and, at the election of the Village defend with counsel reasonably acceptable to the Village, the Village and all Village elected or appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from any and all claims that may be asserted at any time against any of those parties in connection with (i) the Village's review and approval of any plans for the Development or the Improvements; (ii) the issuance of any Development Approval or other approval, permit, certificate, or acceptance for the Development or the Improvements; (iii) the development, construction, maintenance, or use of any portion of the Development or the Improvements; (iv) adoption of the Preliminary PD Ordinance; and (v) adoption of the Final PD Ordinance (collectively, "***Indemnified Claims***"); provided, however, that this indemnity does not, and will not, apply to the extent of any willful misconduct or gross negligence on the part of the Village or any of its elected or appointed officials, officers, employees, agents, representatives, engineers, or attorneys.

D. Defense Expense. Owner, must, and does hereby agree to, pay all expenses, including legal fees and administrative expenses, incurred by the Village in defending itself with regard to any and all of the Indemnified Claims.

SECTION 9. NATURE, SURVIVAL, AND TRANSFER OF OBLIGATIONS.

A. Runs with Land. The provisions of this Agreement run with and bind the Property and inures to the benefit of, is enforceable by, and obligates the Village, Owner, and any of their respective, grantees, successors, assigns, and transferees, including all successor legal or beneficial owners of all or any portion of the Property, from the date this Agreement is recorded and until this Agreement is terminated or expires. If any of the privileges or rights created by this

Agreement would otherwise be unlawful or void for violation of: (i) the rule against perpetuities or some analogous statutory provision; (ii) the rule restricting restraints on alienation; or (iii) any other statutory or common law rules imposing time limits, then the affected privilege or right will continue only until 21 years after the death of the last survivor of the now living lawful descendants of the current President of the United States, or for any shorter period that may be required to sustain the validity of the affected privilege or right.

B. Binding Effect. All obligations of Owner under this Agreement are and will be binding upon the following parties: (1) Owner, unless Owner, its successor, and the Village execute a Transferee Assumption Agreement in accordance with Section 9.B of this Agreement; (2) any and all of Owner's heirs, successors, and assigns; and (3) any and all of the current and future legal and beneficial owners of all or any portion of the Property.

C. Transferee Assumption Agreement. Owner will remain fully bound by this Agreement, whether or not Owner owns any interest in the Property, unless Owner and its transferee execute an enforceable written agreement, in substantially the form of **Exhibit D** to this Agreement, agreeing to be bound by the provisions of this Agreement ("**Transferee Assumption Agreement**"). The transferee must provide the Village, upon request, with such reasonable assurance of the financial ability of the transferee to meet those obligations as the Village may require. The Village agrees that upon a transferee becoming bound to the obligation created in the manner provided in this Agreement and providing the financial assurances required pursuant to this Agreement, the liability of Owner will be released to the extent of the transferee's assumption of the liability. The failure of Owner to provide the Village with a copy of a Transferee Assumption Agreement fully executed by the transferee and, if requested by the Village, with the transferee's proposed assurances of financial capability before completing any transfer, will: (1) constitute an Event of Default under this Agreement; and (2) result in Owner remaining fully liable for all of its obligations under this Agreement, but will not relieve the transferee of its liability for all such obligations as a successor to Owner.

D. Required Provisions for Transfers of Property. To ensure notice to the Village and to ensure that all grantees, successors, assigns, and transferees of Owner have notice of this Agreement and the obligations created by it, Owner must do the following:

1. Notify the Village in writing at least 30 days prior to any date on which Owner transfers (as that term is defined below) a legal or beneficial interest in any portion of the Property to a third party with the exception of leases to commercial tenants of the Development; and

2. Incorporate this Agreement by reference into any and all real estate sales contracts for transfers, as that term is defined below, entered into for the sale of all or any portion of the Property.

For purposes of this Agreement, the term "transfer" includes, without limitation, any assignment, sale, transfer to a receiver or to a trustee in bankruptcy, transfer in trust, or other disposition of the Property, or any beneficial interest in the Property, in whole or in part, by voluntary or involuntary sale, foreclosure, merger, sale and leaseback, consolidation, or otherwise.

E. Mortgagees of Property.

1. This Agreement is not binding on mortgagees or other secured parties of the Property unless and until the mortgagee or secured party assumes title to the Property, in whole or in part. The requirements set forth in Section 9.C of this Agreement, concerning Transferee Assumption Agreements, do not apply to a mortgagee or secured party that assumes title via a foreclosure or a deed in lieu of foreclosure.

2. Owner may not grant a mortgage or other secured interest in the Property or the Development to any person except upon the execution by the mortgagee or secured party of a "Consent and Subordination" Agreement, in substantially the form attached to this Agreement as **Exhibit E**.

SECTION 10. TERM.

A. Term. The term of this Agreement commences on the Effective Date and, unless terminated sooner, pursuant to the provisions of this Agreement and provided the Village has then satisfied all of its obligations under this Agreement, expires on the date that all Improvements are approved by the Director of Engineering and, when applicable, the Improvements, as required by this Agreement and the Subdivision Code, are accepted by the Village. Following approval and acceptance of the Improvements, the Village agrees, upon written request of Owner, to execute appropriate and recordable evidence of the expiration of this Agreement. Notwithstanding anything to the contrary in this Section 10, Owner's indemnity and defense obligations as set forth in Section 8 of this Agreement, and all maintenance and guarantee periods established pursuant to this Agreement, will survive the termination of this Agreement.

SECTION 11. EVENTS OF DEFAULT.

A. Owner Events of Default. The following are Owner Events of Default:

1. If any representation made by Owner in this Agreement, or in any certificate, notice, demand or request made by Owner in writing and delivered to the Village pursuant to or in connection with this Agreement, proves to be untrue or incorrect in any material respect as of the date made.

2. Subject to cure as set forth in Section 11.C of this Agreement, failure by Owner in the performance or breach of any covenant contained in this Agreement concerning the existence, structure or financial condition of Owner.

3. Subject to cure as set forth in Section 11.C of this Agreement, failure by Owner in the performance or breach of any covenant, warranty or obligation contained in this Agreement.

4. Subject to cure as set forth in Section 11.C of this Agreement, construction by Owner of any Structure or Improvement that is not authorized by this Agreement or otherwise in a manner not permitted by law.

5. Subject to cure as set forth in Section 11.C of this Agreement, failure by Owner to commence construction of the Development.

6. Subject to cure as set forth in Section 11.C of this Agreement, failure by Owner to complete construction or installation of any Structure or Improvement on the Property or in connection with the Development.

7. Subject to cure as set forth in Section 11.C of this Agreement, Owner causes any damage to real or public property that is not owner by Owner.

8. Subject to cure as set forth in Section 11.C of this Agreement, Owner is not, or ceases to be, a legal entity qualified to do business in the State of Illinois.

9. Owner permits, or subject to cure as set forth in Section 9.C of this Agreement, does not take reasonable steps to prevent, criminal activity on the Property.

10. The entry of a decree or order for relief by a court having jurisdiction in the premises in respect of Owner in an involuntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency or other similar law, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator (or similar official) of Owner for any substantial part of its property, or ordering the winding-up or liquidation of its affairs and the continuance of any such decree or order unstayed and in effect for a period of 60 consecutive days.

11. The commencement by Owner of a voluntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency or other similar law, or the consent by Owner to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator (or similar official) of Owner or of any substantial part of the Property, or the making by any such entity of any assignment for the benefit of creditors or the failure of Owner generally to pay such entity's debts as such debts become due or the taking of action by Owner in furtherance of any of the foregoing, or a petition is filed in bankruptcy by others.

12. Subject to cure as set forth in Section 11.C of this Agreement, change in the organizational status of Owner except in accordance with the Transferee Assumption provisions in Section 9 of this Agreement.

13. Owner abandons the development of the Property. Abandonment will be deemed to have occurred when work stops on the development of the Property for more than 30 days for any reason other than Uncontrollable Circumstances, unless otherwise permitted by this Agreement. The failure of Owner to secure any approvals required for the development or construction of the Property will not be a valid defense to abandonment.

14. Subject to cure as set forth in Section 9.C of this Agreement, Owner otherwise fails to comply with the Requirements of Law in connection with the Development or the Property.

B. Village Events of Default. The following are Village Events of Default under this Agreement:

1. If any material representation made by the Village in this Agreement, or in any certificate, notice, demand or request made by the Village in writing and delivered to Owner pursuant to or in connection with any of said documents, proves to be untrue or incorrect in any material respect as of the date made.

2. Subject to Uncontrollable Circumstances, default by the Village for a period of 30 days after written notice thereof from Owner in the performance or breach of any covenant contained in this Agreement; provided, however, that such default will not constitute an Event of Default if such default cannot be cured within said 30 days and the Village, within said 30 days, initiates and diligently pursues appropriate measures to remedy the default and in any event cures such default within 90 days after such notice.

C. Cure Period. For all Events of Default identified in Section 11.A for which Owner has the right to cure, Owner must cure the Event of Default within 15 days after receipt of notice thereof, or, if the Event of Default cannot be cured within 15 days, Owner must initiate and diligently pursues appropriate measures to remedy the default within 15 days, and in any event must cure the default within 60 days after receipt of the notice or as otherwise approved by the Village.

SECTION 12. REMEDIES AND ENFORCEMENT.

A. Remedies. In the case of an Event of Default:

1. **Legal Procedures.** Except as otherwise provided in this Agreement, the non-defaulting Party may institute such proceedings in law or in equity, or any other proceeding, as may be necessary or desirable at its option to cure or remedy the Event of Default, including, without limitation, proceedings to compel specific performance of the defaulting Party's obligations under this Agreement. The remedy of specific performance will not be available for an Owner Event of Default under Section 11.A.5 of this Agreement.

2. **Removal and Restoration by Village.** In the event Owner fails or refuses to remove any partially completed buildings, structures, and Improvements, or to perform Site Restoration, as required pursuant to Section 5.L of this Agreement or otherwise upon demand of the Village after the occurrence of an Owner Event of Default, the Village will have, and is hereby granted the right, at its option, to enter the Property and: (a) demolish or remove any of the partially completed Structures and Improvements from any and all portions of the Property; (b) perform Site Restoration; and (c) cause the Structures or Improvements to be completed in accordance with the plans submitted. Owner must fully reimburse the Village for all costs and expenses, including legal and administrative costs, incurred by the Village for such work. If Owner does not so fully reimburse the Village, the Village will have the right to draw from the Guarantee and the Maintenance Guarantee, as described in and provided pursuant to Section 7 of this Agreement, an amount of money sufficient to defray the entire cost of the work, including legal fees and administrative expenses. If Owner does not so fully reimburse the Village, and the Guarantee and Maintenance Guarantee have no funds remaining in them or are otherwise unavailable to finance such work, then the Village will have the right to place a lien on the Property for all such costs and expenses in the manner provided by law. The rights and remedies provided in this Section 12.A.2 are in addition to, and not in limitation of, any other rights and remedies otherwise available to the Village in this Agreement, at law, or in equity.

3. **Repeal of Preliminary PD Ordinance and Final PD Ordinance.** The Village will have the absolute right to repeal either or both the Preliminary PD Ordinance and Final PD Ordinance if an Owner Event of Default (which is not cured during any applicable cure period) occurs under this Agreement, without protest or objection by Owner.

B. Limitation. Notwithstanding anything to the contrary contained in this Agreement, Owner may not seek, and does not have the right to seek, to recover a judgment for monetary

damages against the Village or any elected or appointed officials, officers, employees, agents, representatives, engineers, or attorneys of the Village, on account of the negotiation, execution, performance, or breach of, or default under, this Agreement. The Parties acknowledge and agree that, except as expressly provided in this Agreement, the covenants and agreements set forth in this Agreement are those of the Parties, and are not the individual covenant or guarantee of any natural person.

C. Prevailing Party. In the event of a judicial proceeding brought by one Party against the other Party on account of the negotiation, execution, performance, or breach of, or default under, this Agreement, the prevailing Party in the judicial proceeding will be entitled to reimbursement from the unsuccessful Party of all costs and expenses, including reasonable attorneys' fees, incurred in connection with the judicial proceeding.

SECTION 13. REPRESENTATIONS AND WARRANTIES.

A. By the Village. The Village represents and warrants, as of the date of execution by the Village of this Agreement, that:

1. The Village is a home rule municipal corporation duly organized and validly existing under the laws of the State of Illinois and has the corporate authority to enter into this Agreement;

2. The execution and performance of this Agreement by the Village: (i) have been duly authorized by all necessary corporate action on the part of the Village; and (ii) do not, for any reason, result in any breach of any agreement or other instrument to which the Village is subject;

3. The execution of this Agreement by the Village requires no other consents, approvals, or authorizations on the part of the Village; and

4. To the best of the knowledge of the person executing this Agreement on behalf of the Village there are no actions or proceedings by or before any court, governmental commission, board, bureau, or any other administrative agency pending, threatened, or affecting the Village or the Property in any court or before any governmental authority that involve the possibility of materially or adversely affecting the ability of the Village to perform its obligations under this Agreement.

B. By Owner. Owner represents and warrant, as of the date of execution by Owner of this Agreement, that:

1. Owner is a banking national association, duly organized, validly existing, and qualified to do business in Illinois;

2. Owner has the authority to execute and perform this Agreement, and Owner is in compliance with all Requirements of Law, the failure to comply with which could affect the ability of Owner to perform its obligations under this Agreement;

3. The execution and performance by Owner of this Agreement has been duly authorized by all necessary corporate action, and does not violate its organizational documents, any of the applicable Requirements of Law, or constitute a breach of or default under, or require any consent under, any agreement, or instrument to which Owner is now a party or by

which Owner is now bound including any mortgages, secured loans, or instruments granting another party a superior interest in the Property or the Development;

4. Owner has complied with Section 9.E.2 of this Agreement with respect to all mortgagees and second parties existing as of the Effective Date;

5. Owner represents and warrants that this is not a mortgagee for the Property and there are no mortgages issued related to the Property.

6. The applications, plans, materials, and other submissions Owner has provided to the Village: (i) accurately and truthfully represent Owner's capabilities, resources, and intentions for the construction of the Development on the Property; (ii) have induced the Village to enter into this Agreement; and (iii) any material misrepresentation contained in Owner's submissions will constitute an incurable Event of Default pursuant to Section 13 of this Agreement.

7. To the best of Owner's knowledge after reasonable investigation, there are no actions or proceedings by or before any court, governmental commission, board, bureau, or any other administrative agency pending, threatened, or affecting Owner or the Property that involve the possibility of materially or adversely affecting the ability of the Village to perform its obligations under this Agreement;

8. Owner has sufficient financial and economic resources to implement and complete its obligations under this Agreement;

9. Owner has no knowledge of any liabilities, contingent or otherwise, of Owner which might have a material adverse effect upon its ability to perform its obligations under this Agreement.

SECTION 14. GENERAL PROVISIONS.

A. Notice. Any notice required to be given under this Agreement must be in writing and must be delivered (i) personally, (ii) by a reputable overnight courier, (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, or (iv) by email. Unless otherwise expressly provided in this Agreement, notices will be deemed received upon the earlier of: (a) actual receipt; (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three business days following deposit in the U.S. mail, as evidenced by a return receipt. Email notices will be deemed received by the addressee upon explicit or implicit acknowledgment of receipt by the addressee. By notice complying with the requirements of this Section, each Party will have the right to change its address or its addressee, or both, for all future notices to the other Party, but no notice of a change of addressee or address will be effective until actually received.

Notices to the Village will be addressed to, and delivered at, the following address:

Village of Winnetka
510 Green Bay Road
Winnetka, Illinois 60093
Attention: Village Manager
E-mail: RBahan@winnetka.org

With a copy to:

Elrod Friedman LLP
325 N. LaSalle Street, Suite 450
Chicago, Illinois 60654
Attention: Peter M. Friedman
E-mail: Peter.Friedman@elrodfriedman.com

Notices to Owner will be addressed to, and delivered at, the following address:

JPMorgan Chase & Co.
Suite IL1-1710
10 S. Dearborn Street, Chase Tower
Chicago, Illinois 60670
Attention: Christopher Perdsock, Vice President
E-mail: christopher.d.perdsock@jpmchase.com

With a copies to:

JPMorgan Chase & Co.
1111 Polaris Parkway, Suite 4P
Mail Code OH1-0152
Columbus, Ohio 43240-2050
Attention: Legal Department
E-mail: brad.leach@jpmchase.com

and

Meltzer, Purtil & Stelle LLC
1515 E. Woodfield Road, 2nd Floor
Schaumburg, Illinois 60173
Attention: Harold W. Francke
E-mail: hfrancke@mpslaw.com

B. Time of the Essence. Time is of the essence in the performance of this Agreement.

C. Rights Cumulative. Unless otherwise provided in this Agreement, all rights, remedies, and benefits provided by this Agreement are cumulative and are not exclusive of any other rights, remedies, and benefits allowed by law.

D. Non-Waiver. No waiver of any provision of this Agreement, and no delay in exercising or failure to exercise any right or authority set forth in this Agreement, will be deemed to or constitute a waiver of any other provision of this Agreement (whether or not similar) nor will any waiver be deemed to or constitute a continuing waiver unless otherwise expressly provided in this Agreement.

E. Consents. Unless otherwise provided in this Agreement, all required permissions, authorizations, approvals, acknowledgments, or similar indications of assent of any Party must be in writing.

F. Governing Laws. This Agreement will be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois.

G. Venue. Exclusive jurisdiction with regard to the any actions or proceedings arising from, relating to, or in connection with this Agreement will be in the Illinois circuit court for Cook County, Illinois, or, where applicable, in the federal court for the Northern District of Illinois.

H. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the Village will have the right, in its sole and absolute discretion, to determine if (i) the remainder of the provisions of this Agreement will remain in full force and effect and will in no way be affected, impaired, or invalidated; or (ii) the entire Agreement is invalid, void, and unenforceable.

I. Entire Agreement. This Agreement and the Preliminary PD Ordinance constitute the entire agreement between the Parties, superseding any and all prior agreements and negotiations between the Parties, whether written or oral, relating to the subject matter of this Agreement.

J. Interpretation. This Agreement will be construed without regard to the identity of the Party who drafted the various provisions of this Agreement. Every provision of this Agreement will be construed as though all Parties to this Agreement participated equally in the drafting of this Agreement. Any rule or construction that a document is to be construed against the drafting Party will not be applicable to this Agreement.

K. Exhibits. Exhibits A through E attached to this Agreement are incorporated in and made a part of this Agreement.

L. Amendments and Modifications.

1. No amendment to this Agreement will be effective unless and until the amendment is in writing, properly approved in accordance with applicable procedures, and executed.

2. Amendments or modifications to the Preliminary PD Ordinance, the Final PD Ordinance, or Development Plan can be considered and acted on by the Village without the same being deemed an amendment or modification to this Agreement provided that all applicable procedural requirements of the Zoning Code and the provisions of this Agreement are satisfied.

M. Third Party Beneficiary. The provisions of this Agreement are and will be for the benefit of Owner and Village only and are not for the benefit of any third party, and, accordingly, no third party will have the right to enforce the provisions of this Agreement. The Village will not be liable to any vendor or other third party for any agreements made by Owner, purportedly on behalf of the Village, without the knowledge and approval of the Corporate Authorities.

N. Recording. The Village is authorized to record this Agreement against the Property, at the sole cost and expense of Owner, with the Office of the Cook County Recorder of Deeds, promptly following the full execution of this Agreement by the Parties.

O. Counterpart Execution. This Agreement may be executed in counterparts, each of which is deemed to be an original but all of which will constitute one and the same instrument.

Emailed exchanges of signed copies of this Agreement will be the equivalent of exchanged original signature copies of this Agreement.

P. Village Actions, Consents, and Approvals. Unless otherwise provided in this Agreement, any action, consent, or approval needed to be taken or given under this Agreement by the Village may only be performed by the Village Manager or their designee, to the extent provided for by law.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK – SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have hereunto set their hands on the date first above written.

ATTEST:

VILLAGE OF WINNETKA, an Illinois home rule
municipal corporation

Village Clerk

By: _____
Christopher Rintz
Its: Village President

Date:

ATTEST:

**JP MORGAN CHASE BANK, NATIONAL
ASSOCIATION**, a national banking association

By: _____

By: _____

Its: _____

Its: _____

Date:

ACKNOWLEDGMENTS

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

 This instrument was acknowledged before me on _____, 2024, by Christopher Rintz, the Village President of the **VILLAGE OF WINNETKA**, an Illinois municipal corporation, and by Robert M. Bahan, the Village Clerk of said municipal corporation.

 Given under my hand and official seal this ____ day of _____, 2024.

Notary Public

My Commission expires:_____

SEAL

STATE OF _____)
) SS.
COUNTY OF _____)

 This instrument was acknowledged before me on _____, 2024, by _____, the _____ of **JPMORGAN CHASE BANK, NATIONAL ASSOCIATION**, a national banking association, and by _____, the _____ of said national banking corporation.

 Given under my hand and official seal this ____ day of _____, 2024.

Notary Public

My Commission expires:_____

SEAL

INDEX OF EXHIBITS

Exhibit A	Legal Description of Property
Exhibit B	Preliminary Development Plan
B-1	Building and Sign Elevations Plan
B-2	Floor and Site Plan
B-3	Civil Engineering Plan
B-4	Massing Strategies Plan
B-5	Streetscape Elevations Plan
B-6	Exterior Lighting Plan
B-7	Landscape Plan
B-8	Tree Preservation Plan
B-9	Construction Logistics and Redevelopment Schedule Plan
Exhibit C	Letter of Credit
Exhibit D	Transferee Assumption Agreement
Exhibit E	Consent and Subordination Agreement

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

LOTS 1, 2, 3, 4 AND 5 IN DALE AND OTHER SUBDIVISION OF BLOCK 14 IN WINNETKA IN THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF WINNETKA, IN COOK COUNTY, ILLINOIS.

PIN: 05-20-208-018-000

EXHIBIT B

PRELIMINARY DEVELOPMENT PLAN

Upon adoption of Development Agreement, the following exhibits will be inserted in Agreement

Exhibit B	Preliminary Development Plan	See Following Exhibit in Planned Development Ordinance for a copy.
B-1	Building and Sign Elevations Plan	Exhibit D
B-2	Floor and Site Plan	Exhibit C
B-3	Civil Engineering Plan	Exhibit H
B-4	Massing Strategies Plan	Exhibit E
B-5	Streetscape Elevations Plan	Exhibit G
B-6	Exterior Lighting Plan	Exhibit F
B-7	Landscape Plan	Exhibit J
B-8	Tree Preservation Plan	Exhibit I
B-9	Construction Logistics and Redevelopment Schedule Plan	Exhibit K

EXHIBIT C

FORM LETTER OF CREDIT

IRREVOCABLE LETTER OF CREDIT NO. _____ AMOUNT: _____

EXPIRATION DATE: _____ **DATE OF ISSUE:** _____

[Name of Bank]

[Address]

TO: Village
[Address]
Attention: *[INSERT CONTACT]*

WE HEREBY AUTHORIZE YOU TO DRAW AT SIGHT on this Irrevocable Standby Letter of Credit No. _____ UP TO AN AGGREGATE AMOUNT OF _____ United States Dollars (\$_____) for account of *[OWNER]* (the "Customer").

Drafts under this Letter of Credit shall bear upon their face the words:

"Drawn under _____
Credit No. _____ Dated: _____

Drafts may be for all or any portion of the amount of this Letter of Credit, and shall be in the form attached as Exhibit "A" and shall be accompanied by one of the following documents executed by the Village Manager or an individual designated as acting Village Manager:

- (a) A written statement on the form attached as Exhibit "B" stating that, conditioned upon proper notice to the Village Manager, Letter of Credit No. _____ will expire within 35 days or less and that the Customer has failed to deliver to the Village Manager evidence of a renewal of Letter of Credit No. _____; or
- (b) A written statement on the form attached as Exhibit "C" stating that all or any part of the improvements required to be constructed pursuant to the Subdivision and Development Agreement dated _____, 20__ by and between the Village and *[Owner]* (the "Agreement") have not been constructed in accordance with the Agreement; or
- (c) A written statement on the form attached as Exhibit "D" stating that all or any part of the costs, payments, permit fees or other fees required to be paid to the Village pursuant to the Agreement have not been paid in accordance with the Agreement; or
- (d) A written statement on the form attached as Exhibit "E" stating that all or any portion of the maintenance, repair, or restoration required to be performed pursuant to the Agreement has not been performed in accordance with the Agreement; or

- (e) A written statement on the form attached as Exhibit "F" stating that all or any portion of the Customer's undertakings pursuant to the Agreement have not been performed in accordance with the Agreement.

WE HEREBY AGREE with the beneficiary that:

1. Drafts drawn under and in compliance with this Letter of Credit shall be duly honored immediately upon presentation to us if presented on or before the above-stated Expiration Date or presented at our office together with the original of this Letter of Credit on or before that date. Further, one or more drafts may be presented at our office on or before the Expiration Date.
2. If, within three banking days after any draft drawn under this Letter of Credit is presented to us in conformance with the terms of this Letter of Credit, we fail to honor same, we agree to pay all attorneys' fees, court costs and other expenses incurred by the Village in enforcing the terms hereof.
3. This Letter of Credit shall expire on _____, 20____, as stated hereinabove; provided, however, that we shall send notice to the Village Manager by certified mail, return receipt requested, or hand-delivered courier at least 35 days prior to said Expiration Date, that this Letter of Credit is about to expire.
4. In no event shall this Letter of Credit or the obligations contained herein expire except upon the prior written notice required herein, it being expressly agreed that the above expiration date shall be extended as shall be required to comply with the prior written notice required herein.
5. No consent, acknowledgment, or approval of any kind from the Customer shall be necessary or required prior to honoring any draft presented in conformance with the terms of this Letter of Credit.
6. The aggregate amount of this Letter of Credit may be reduced only upon receipt by us of a document executed by the Village Manager stating that such aggregate amount shall be reduced in an amount permitted by the Village's subdivision regulations because of the satisfactory completion of all or part of the improvements required to be constructed pursuant to the Agreement dated _____, 20____ by and between the Village and _____.
7. This Letter of Credit is irrevocable.

This Letter of Credit shall be governed by and construed in accordance with the Uniform Customs and Practices for ISP 98 of the International Chamber of Commerce (the "**Uniform Customs**"). In the event of a conflict between this Letter of Credit and the Uniform Customs, this Letter of Credit shall control. This Letter of Credit shall be deemed to be a contract made under the laws of the State of Illinois, including, without limitation, Article 5 of the Uniform Commercial Code as in effect in the State of Illinois, and shall, as to matters not governed by the Uniform Customs, be governed by and construed in accordance with the laws of the State of Illinois, without regard to principles of conflicts of law.

AS USED HEREIN, THE TERM "BANKING DAY" MEANS ANY DAY OTHER THAN A SATURDAY, SUNDAY, OR A DAY ON WHICH BANKS IN THE STATE OF ILLINOIS ARE

AUTHORIZED OR REQUIRED TO BE CLOSED, AND A DAY ON WHICH PAYMENTS CAN BE EFFECTED ON THE FEDWIRE SYSTEM.

[Signature of Bank Officer]

[Signature of Bank Officer]

[Officer's Title]

[Officer's Title]

EXHIBIT "A" TO FORM OF IRREVOCABLE STANDBY LETTER OF CREDIT

FORM OF DRAFT

[To Be Supplied by Issuing Bank]

EXHIBIT "B" TO FORM OF IRREVOCABLE STANDBY LETTER OF CREDIT

To:
Attn:

Re: Letter of Credit No. _____

Ladies and Gentlemen:

This is to advise you that Letter of Credit No. _____ dated
_____, 20____ in the amount of \$_____ will expire within 35
days or less and that _____ has failed to deliver to the Village Manager evidence
of a renewal of Letter of Credit No. _____.

Very truly yours,

Village Manager,

EXHIBIT "C" TO FORM OF IRREVOCABLE STANDBY LETTER OF CREDIT

To:
Attn:

Re: Letter of Credit No. _____

Ladies and Gentlemen:

This is to advise you that all or any part of the improvements required to be constructed pursuant to the Subdivision and Development Agreement dated _____, 20____ by and between the Village and [OWNER], have not been constructed in accordance with said Agreement.

Very truly yours,

Village Manager

EXHIBIT "D" TO FORM OF IRREVOCABLE STANDBY LETTER OF CREDIT

To:
Attn:

Re: Letter of Credit No. _____

Ladies and Gentlemen:

This is to advise you that all or any part of the costs, payments, permit fees or other fees required to be paid pursuant to the Agreement dated _____, 20____ by and between the Village and [OWNER], have not been paid in accordance with said Agreement.

Very truly yours,

Village Manager

EXHIBIT "E" TO FORM OF IRREVOCABLE STANDBY LETTER OF CREDIT

To:
Attn:

Re: Letter of Credit No. _____

Ladies and Gentlemen:

This is to advise you that all or any part of the maintenance, repair or restoration required to be performed pursuant to the Subdivision and Development Agreement dated _____, 20____ by and between the Village and [OWNER], have not been performed in accordance with said Agreement.

Very truly yours,

Village Manager

EXHIBIT "F" TO FORM OF IRREVOCABLE STANDBY LETTER OF CREDIT

To:
Attn:

Re: Letter of Credit No. _____

Ladies and Gentlemen:

This is to advise you that all or any part of the undertakings of the Customer (as that term is defined in the above-referenced Letter of Credit) pursuant to the Subdivision and Development Agreement dated _____, 20____ by and between the Village and [OWNER], have not been performed in accordance with said Agreement.

Very truly yours,

Village Manager

EXHIBIT D

TRANSFEE ASSUMPTION AGREEMENT

THIS AGREEMENT is made as of this _____ day of _____, 20____, between the **VILLAGE OF WINNETKA**, an Illinois home rule municipal corporation ("**Village**"), **JPMORGAN CHASE BANK, NATIONAL ASSOCIATION**, a national banking association ("**Owner**"), and _____, a _____ ("**Transferee**").

WITNESSETH:

WHEREAS, pursuant to that certain real estate sale contract dated _____, 20____, the Transferee agreed to purchase from Owner certain real property situated in _____ County, Illinois and legally described in **Exhibit 1** attached to and, by this reference, made a part of this Agreement ("**Property**"); and

WHEREAS, following the conveyance of the Property by Owner, the Transferee will be the legal owner of the Property; and

WHEREAS, as a condition to the conveyance of the Property by Owner, the Village and Owner require that the Transferee agree to comply with all the terms, requirements, and obligations set forth in that certain Development Agreement, dated as of _____, 20____, and recorded in the office of Cook County Recorder on _____, 20____, as Document No. _____, by and between the Village and Owner ("**Development Agreement**");

NOW, THEREFORE, in consideration of the agreement of Owner to convey the Property to the Transferee, and of the Village to accept the transfer of obligations as provided herein and to grant the releases granted herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed by, between, and among the Village, Owner, and the Transferee as follows:

1. **Recitals.** The foregoing recitals are by this reference incorporated herein and made a part hereof as substantive provisions of this Agreement.

2. **Assumption of Obligations.** The Transferee, on its behalf and on behalf of its successors, assigns, heirs, executors, and administrators, hereby agrees, at its sole cost and expense, to comply with all of the terms, requirements, and obligations of the Development Agreement, including all exhibits and attachments, regardless of whether such terms, requirements, and obligations are to be performed and provided by, or are imposed upon, Owner of the Property.

3. **Payment of Village Fees and Costs.** In addition to any other costs, payments, fees, charges, contributions, or dedications required by this Agreement, the Development Agreement or by applicable Village codes, ordinances, resolutions, rules, or regulations, the Transferee must pay to the Village, immediately upon presentation of a written demand or demands therefor, all legal, engineering, and other consulting or administrative fees, costs, and expenses incurred in connection with the negotiation, preparation, consideration, and review of this Agreement.

4. **Acknowledgment and Release of Owner.** The Village hereby acknowledges its agreement to the Transferee's assumption of the obligation to comply with the

terms, requirements, and obligations of the Development Agreement, including all exhibits and attachments, and the Village hereby releases Owner from any personal liability for failure to comply with the terms, requirements, and obligations of the Development Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first written above.

ATTEST:

VILLAGE OF WINNETKA,
an Illinois home rule municipal corporation

By: _____
Its: Village Clerk

By: _____
Its: Village President

ATTEST:

**JPMORGAN CHASE BANK, NATIONAL
ASSOCIATION,** a national banking
association

By: _____
Its: _____

By: _____
Its: _____

ATTEST:

[TRANSFEREE]

By: _____
Its: _____

By: _____
Its: _____

ACKNOWLEDGMENTS

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

 This instrument was acknowledged before me on _____, 20__, by _____, the Village President of the Village of Winnetka, an Illinois home rule municipal corporation, and by _____, the Village Clerk of said municipal corporation.

Signature of Notary

SEAL

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

 This instrument was acknowledged before me on _____, 20__, by _____ the _____ of JPMorgan Chase Bank National Association, a national banking association, and by _____, the _____ of said national banking association.

Signature of Notary

SEAL

STATE OF ILLINOIS)
) SS
COUNTY OF ____)

 This instrument was acknowledged before me on _____, 202_, by _____ the _____ of [TRANSFeree], a _____, and by _____, the _____ of [TRANSFeree].

Signature of Notary

SEAL

EXHIBIT E

LENDER'S CONSENT AND SUBORDINATION

_____ (and its successors and assigns, "**Mortgage**"), is the holder of a certain note made by _____ and secured by the following documents, each from _____ and recorded with the _____ County Recorder of Deeds as indicated (collectively, the "**Mortgage**");

[DESCRIBE ALL APPLICABLE MORTGAGE AGREEMENTS, NOTES, AND OTHER RELATED DOCUMENTS, EACH BY DATE OF EXECUTION, DATE OF RECORDATION, AND RECORDED DOCUMENT NUMBER]

Mortgagee hereby consents to the execution and recording of the above and foregoing Development Agreement(the “**Agreement**”), and hereby subjects and subordinates the Mortgage to the provisions of the Agreement.

IN WITNESS WHEREOF, Mortgagee has caused this Consent and Subordination to be signed by its duly authorized officer on its behalf on this _____ day of _____, 20__.

MORTGAGEE:

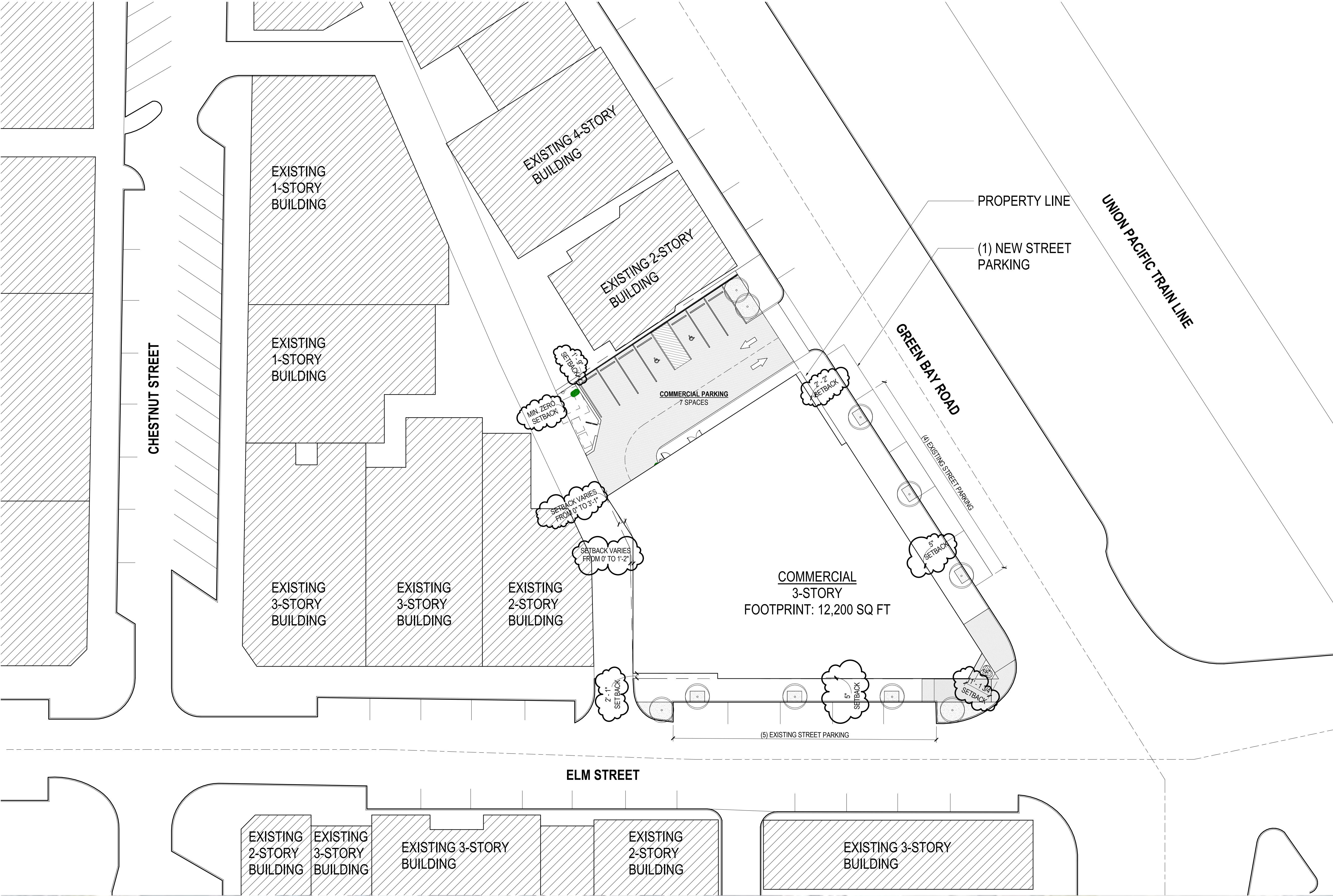
By: _____
Its: _____

STATE OF ILLINOIS)
) SS.
COUNTY OF _____)

I, _____, a notary public in and for the County in the State
aforesaid, DO HEREBY CERTIFY that _____, the _____ of
_____, who is personally known to me to be the person whose name is subscribed
to the foregoing instrument as such _____, appeared before me this day
in person and acknowledged that he signed and delivered the said instrument as his/her own free
and voluntary act and as the free and voluntary act of said corporation and _____ for the
uses and purposes therein set forth.

GIVEN under my hand and notarial seal this _____ day of _____, 20____.

Notary Public



DRAWING INDEX

Sheet Number	Sheet Name
PPR1.100	SITE PLAN
PPR1.101	FLOOR PLANS
PPR1.102	FLOOR PLANS
PPR1.103	ROOF PLAN
PPR1.201	EXTERIOR LIGHTING PLANS
PPR2.100	MASSING STRATEGIES
PPR2.101	BUILDING ELEVATIONS
PPR2.102	BUILDING ELEVATIONS AND SIGN ELEVATIONS
PPR2.103	BUILDING CROSS SECTIONS
PPR2.300	SHADOW STUDY
PPR2.301	STREETSCAPE ELEVATIONS
PPR2.401	BUILDING RENDERINGS

DEVELOPMENT SUMMARY

SITE AREA:	17,002 SQ = 0.39 ACRE.
TOTAL SF:	34,800 SF
LEVEL 01:	10,400 SF
LEVEL 02:	12,200 SF
LEVEL 03:	12,200 SF
BASEMENT:	16,600 SF
TOTAL PARKING:	31
SURFACE PARKING:	7
BELOW-GRADE PARKING:	24

EXCEPTIONS REQUIRED:

- EXCEPTION TO REDUCE THE MINIMUM REQUIRED REAR YARD SETBACK (NORTH PROPERTY LINE) OF 10 FEET TO ALLOW A PARKING STRUCTURE IN THE REAR YARD
- EXCEPTION TO ALLOW THE BUILDING TO BE SETBACK MORE THAN 3 FEET FROM THE SOUTH AND EAST PROPERTY LINES AT THE SOUTH EAST CORNER.
- EXCEPTION TO ALLOW THE BUILDING TO BE SETBACK BETWEEN 0 TO 3 FEET ALONG WEST PROPERTY LINE, DUE TO WEST PROPERTY LINE IS NOT PERPENDICULAR TO SOUTH PROPERTY LINE, AND WEST PROPERTY LINE IS NOT PARALLEL TO EAST PROPERTY LINE.
- EXCEPTION TO REDUCE THE MINIMUM REQUIRED LANDSCAPING AREA OF AT LEAST 5 FEET DEEP ALONG THE REAR PROPERTY LINE.
- EXCEPTION TO EXCEED HEIGHT LIMIT AT CORNER.

SPECIAL USE REQUIRED:

- RETAIL BANK
- PARKING AT STREET LEVEL

1 SITE PLAN
SCALE: 1" = 20'-0"

JPMORGAN CHASE & CO.

791 Elm St, Winnetka, IL 60093

Gensler

11 East Madison Street
Suite 300
Chicago, IL 60602
United States

Tel 312.456.0123
Fax 312.456.0124

Date Description

08/18/2023 Issued For Village PD
12/22/2023 2nd Revision For Village PD
01/12/2024 3rd Revision For Village PD

Seal / Signature

NOT FOR
CONSTRUCTION

Project Name

JPMorgan Chase Private Bank,
Winnetka

Project Number

21.1062.000

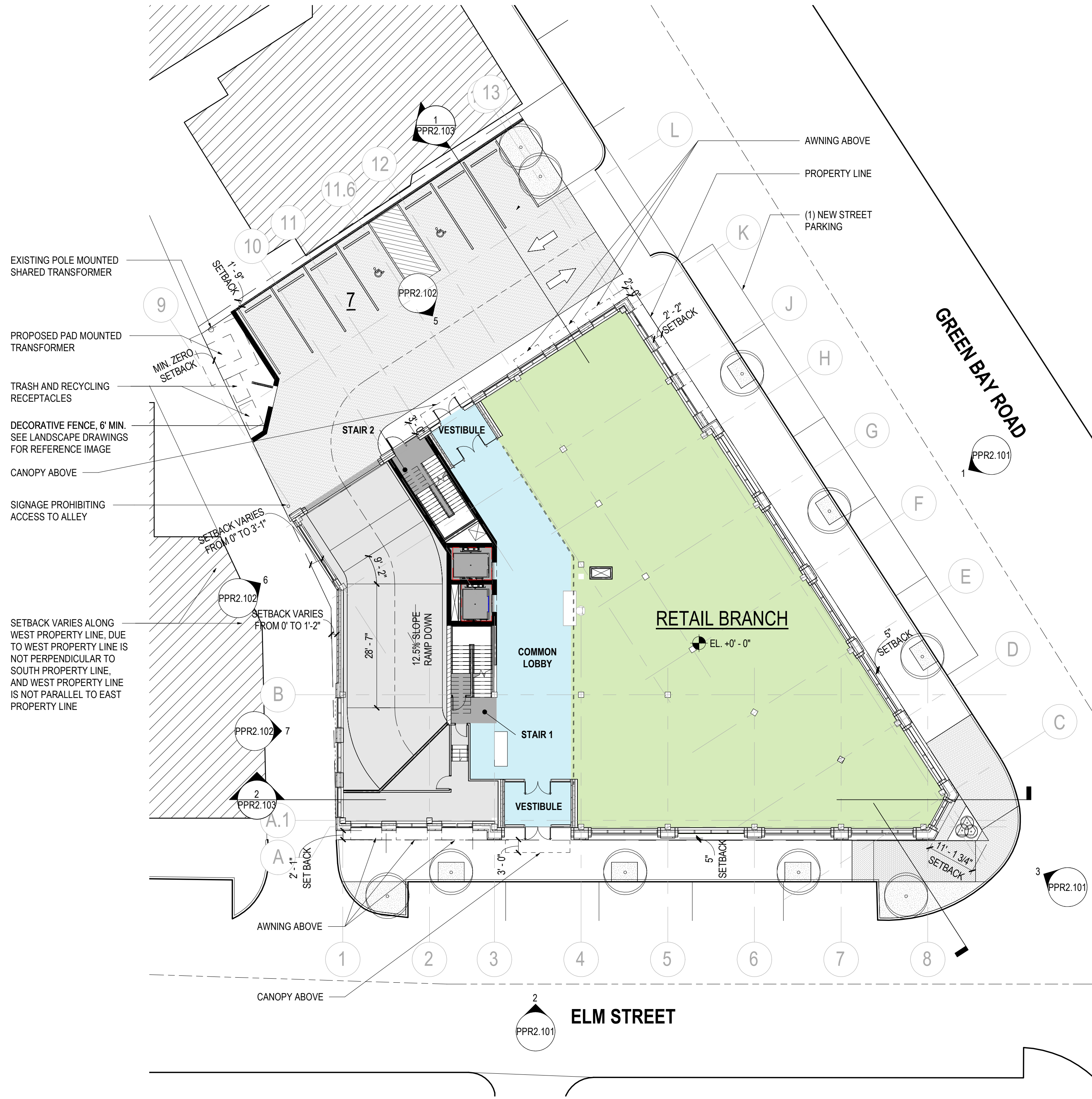
Description

SITE PLAN

Scale

As indicated

PPR1.100

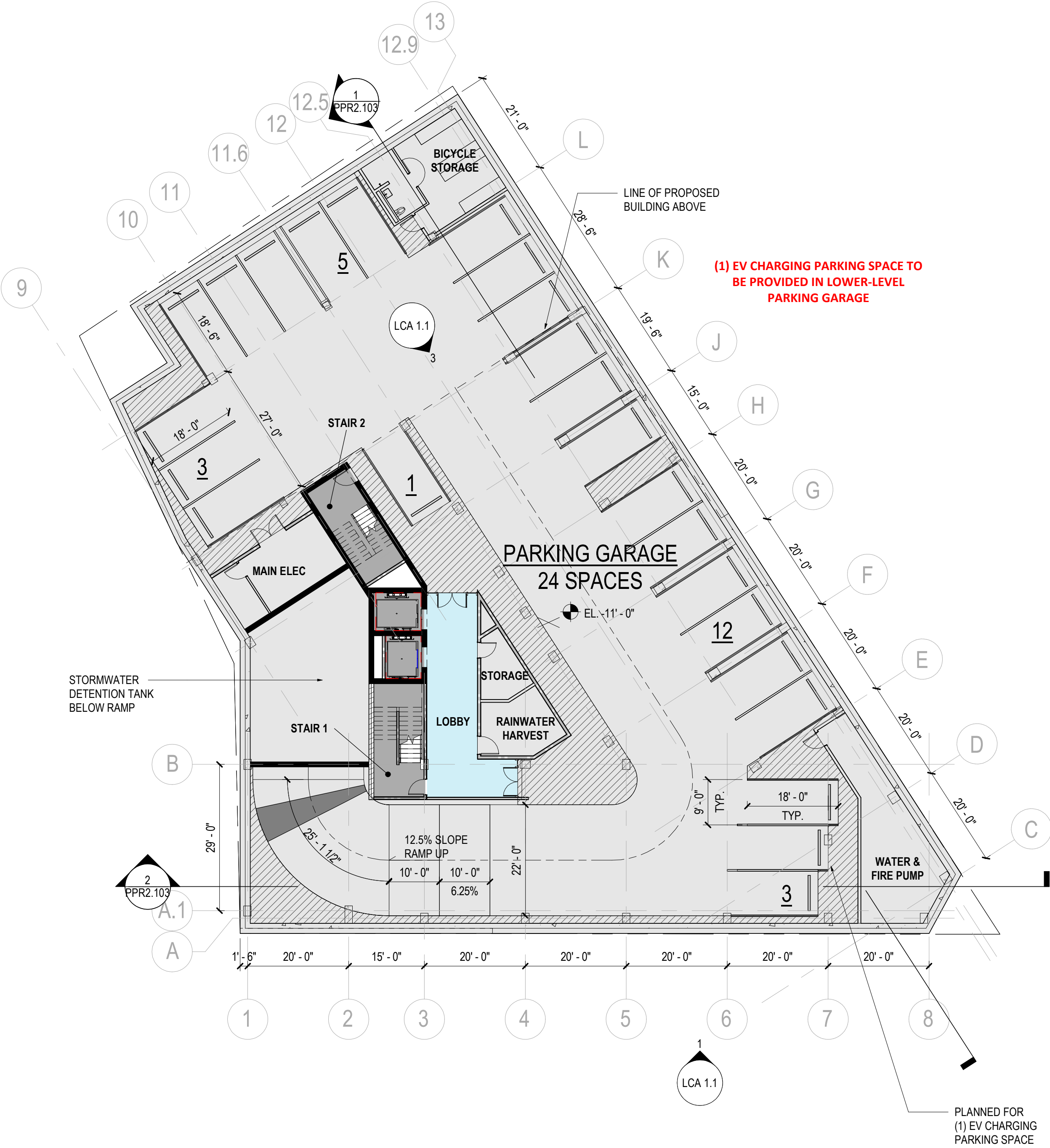


GSF: 10,400 SF
Floor Area calculated for parking*: 5,000 SF (Appendix A)

1 FLOOR PLAN / SITE PLAN - LEVEL 01
SCALE: 1/16" = 1'-0"

DEVELOPMENT SUMMARY	
SITE AREA:	17,002 SQ = 0.39 ACRE.
TOTAL SF:	34,800 SF
LEVEL 01:	10,400 SF
LEVEL 02:	12,200 SF
LEVEL 03:	12,200 SF
BASEMENT:	16,600 SF
TOTAL PARKING:	31
SURFACE PARKING:	7
BELOW-GRADE PARKING:	24

- EXCEPTIONS REQUIRED:**
- EXCEPTION TO REDUCE THE MINIMUM REQUIRED REAR YARD SETBACK (NORTH PROPERTY LINE) OF 10 FEET TO ALLOW A PARKING STRUCTURE IN THE REAR YARD
 - EXCEPTION TO ALLOW THE BUILDING TO BE SETBACK MORE THAN 3 FEET FROM THE SOUTH AND EAST PROPERTY LINES AT THE SOUTHEAST CORNER
 - EXCEPTION TO ALLOW THE BUILDING TO BE SETBACK BETWEEN 0 TO 3 FEET ALONG WEST PROPERTY LINE, DUE TO WEST PROPERTY LINE IS NOT PERPENDICULAR TO SOUTH PROPERTY LINE, AND WEST PROPERTY LINE IS NOT PARALLEL TO EAST PROPERTY LINE
 - EXCEPTION TO REDUCE THE MINIMUM REQUIRED LANDSCAPING AREA OF AT LEAST 5 FEET DEEP ALONG THE REAR PROPERTY LINE.
 - EXCEPTION TO EXCEED HEIGHT LIMIT AT CORNER.
- SPECIAL USE REQUIRED:**
- RETAIL BANK
 - PARKING AT STREET LEVEL



GSF: 16,600 SF
Floor Area calculated for parking*: 0 SF (Appendix A)

2 FLOOR PLAN - LOWER LEVEL 01
SCALE: 1/16" = 1'-0"

Note:
* Floor Area calculated for parking purposes follows zoning ordinance **section 17.64.110.F.3.** "the gross floor area shall be measured from the interior faces of the exterior walls, excluding areas used for the storage of merchandise or materials, mechanical equipment rooms, rest rooms, common area elements, including without limitation hallways, and areas used for off-street parking and loading and related aisles, ramps and maneuvering space." Refer to Appendix A for detailed calculation.

JPMORGAN CHASE & CO.
791 Elm St, Winnetka, IL 60093

Gensler

11 East Madison Street
Suite 300
Chicago, IL 60602
United States
Tel 312.456.0123
Fax 312.456.0124

Date	Description
08/18/2023	Issued For Village PD
10/27/2023	1st Revision For Village PD
12/22/2023	2nd Revision For Village PD
01/12/2024	3rd Revision For Village PD

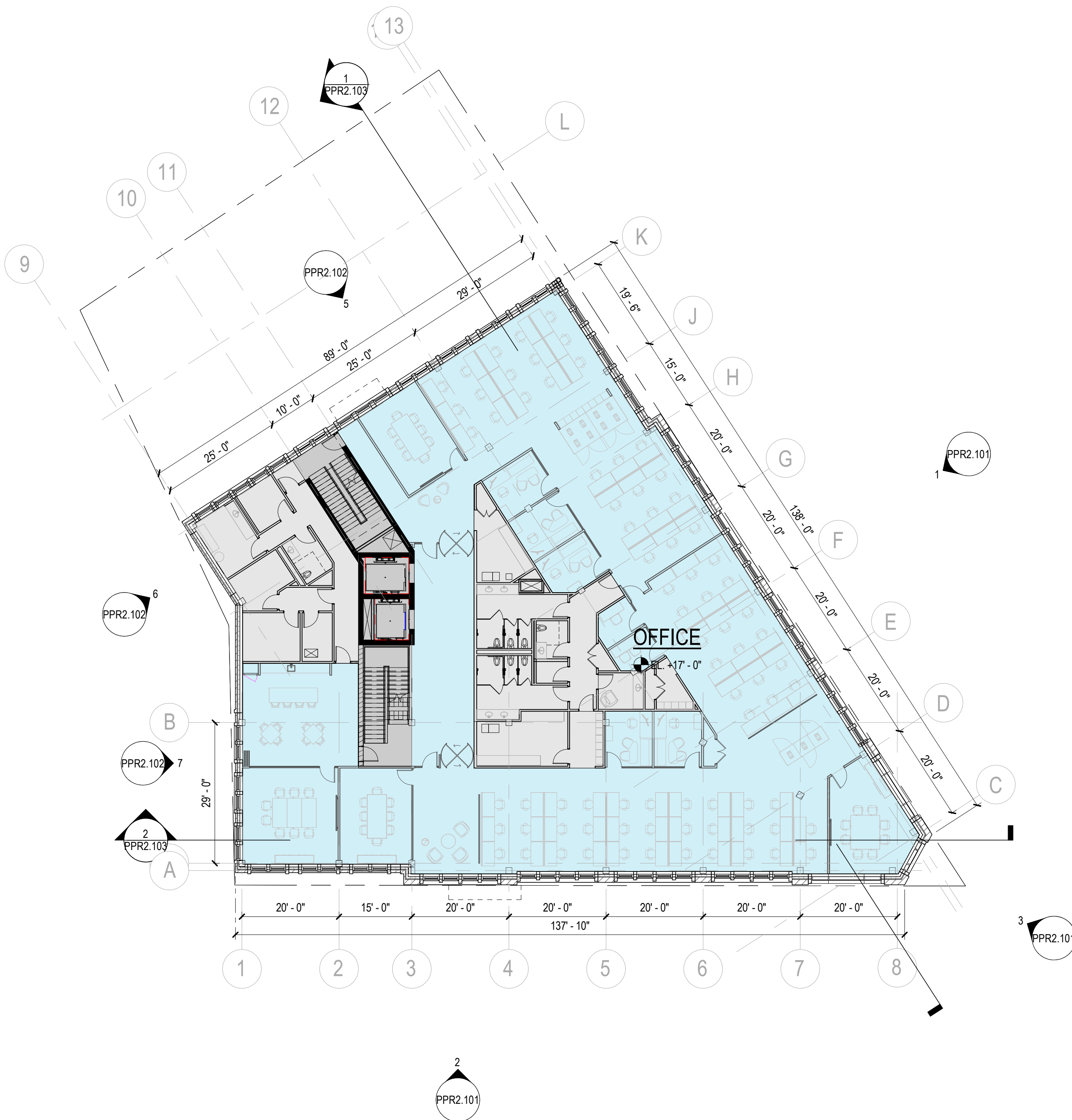
Seal / Signature

**NOT FOR
CONSTRUCTION**

Project Name
JPMorgan Chase Private Bank, Winnetka
Project Number
21.1062.000
Description
FLOOR PLANS

Scale
As indicated

PPR1.101



GSF: 12,200 SF
Floor Area calculated for parking*: 5,700 SF (Appendix A)

1 FLOOR PLAN - LEVEL 02
SCALE: 1/16" = 1'-0"

DEVELOPMENT SUMMARY	
SITE AREA:	17,002 SQ = 0.39 ACRE.
TOTAL SF:	34,800 SF
LEVEL 01:	10,400 SF
LEVEL 02:	12,200 SF
LEVEL 03:	12,200 SF
BASEMENT:	16,600 SF
TOTAL PARKING:	31
SURFACE PARKING:	7
BELOW-GRADE PARKING:	24

- EXCEPTIONS REQUIRED:**
- EXCEPTION TO REDUCE THE MINIMUM REQUIRED REAR YARD SETBACK (NORTH PROPERTY LINE) OF 10 FEET TO ALLOW A PARKING STRUCTURE IN THE REAR YARD
 - EXCEPTION TO ALLOW THE BUILDING TO BE SETBACK MORE THAN 3 FEET FROM THE SOUTH AND EAST PROPERTY LINES AT THE SOUTHWEST CORNER
 - EXCEPTION TO ALLOW THE BUILDING TO BE SETBACK BETWEEN 0 TO 3 FEET ALONG WEST PROPERTY LINE, DUE TO WEST PROPERTY LINE IS NOT PERPENDICULAR TO SOUTH PROPERTY LINE, AND WEST PROPERTY LINE IS NOT PARALLEL TO EAST PROPERTY LINE
 - EXCEPTION TO REDUCE THE MINIMUM REQUIRED REAR YARD SETBACK TO 5 FEET ALONG THE REAR PROPERTY LINE
 - EXCEPTION TO EXCEED HEIGHT LIMIT AT CORNER
- SPECIAL USE REQUIRED:**
- RETAIL BANK
 - PARKING AT STREET LEVEL



GSF: 12,200 SF
Floor Area calculated for parking*: 4,700 SF (Appendix A)

2 FLOOR PLAN - LEVEL 03
SCALE: 1/16" = 1'-0"

Note:
* Floor Area calculated for parking purposes follows zoning ordinance **section 17.64.110.F.3.** "the gross floor area shall be measured from the interior faces of the exterior walls, excluding areas used for the storage of merchandise or materials, mechanical equipment rooms, rest rooms, common area elements, including without limitation hallways, and areas used for off-street parking and loading and related aisles, ramps and maneuvering space." Refer to Appendix A for detailed calculation.

JPMORGAN CHASE & CO.
791 Elm St, Winnetka, IL 60093

Gensler
11 East Madison Street
Suite 300
Chicago, IL 60602
United States
Tel 312.456.0123
Fax 312.456.0124

Date	Description
08/18/2023	Issued For Village PD
01/12/2024	3rd Revision For Village PD

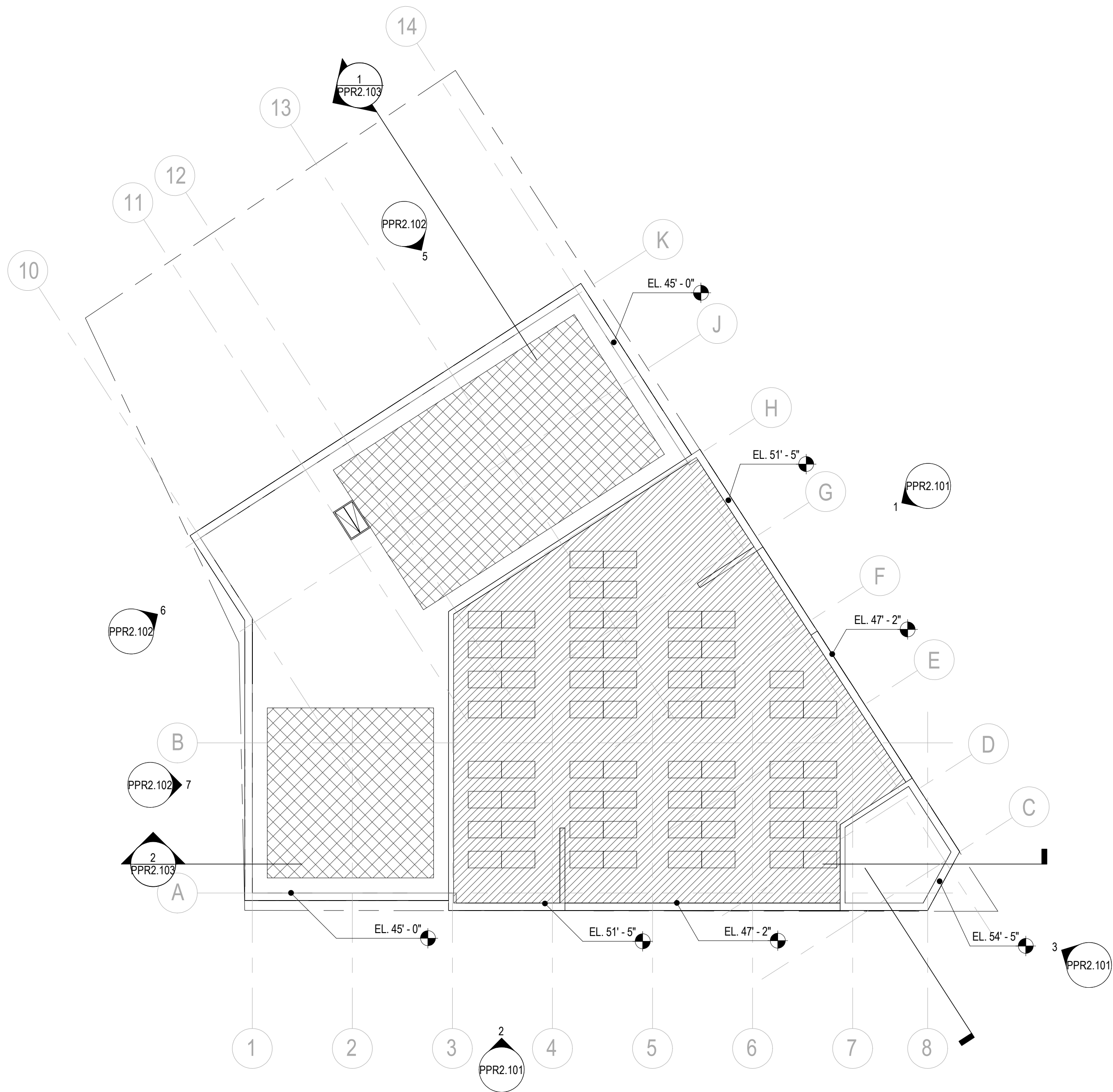
Seal / Signature

**NOT FOR
CONSTRUCTION**

Project Name
JPMorgan Chase Private Bank,
Winnetka
Project Number
21.1062.000
Description
FLOOR PLANS

Scale
As indicated

PPR1.102



-  POTENTIAL GREEN ROOF (TRAY SYSTEM),
PLANNED AREA: 3,000 SF
-  POTENTIAL PV PANEL, PLANNED AREA: 5,700 SF

1

FLOOR PLAN - ROOF

SCALE: 1/16" = 1'-0"

DEVELOPMENT SUMMARY

SITE AREA: 17,002 SQ = 0.39 ACRE.

TOTAL SF: 34,800 SF

LEVEL 01: 10,400 SF
LEVEL 02: 12,200 SF
LEVEL 03: 12,200 SF
BASEMENT: 16,600 SF

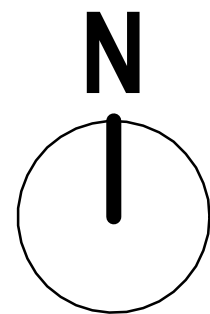
TOTAL PARKING: 32
SURFACE PARKING: 7
BELOW-GRADE PARKING: 25

EXCEPTIONS REQUIRED:

- EXCEPTION TO REDUCE THE MINIMUM REQUIRED REAR YARD SETBACK (NORTH PROPERTY LINE) OF 10 FEET TO ALLOW A PARKING STRUCTURE IN THE REQUIRED YARD
- EXCEPTION TO ALLOW THE BUILDING TO BE SETBACK MORE THAN 3 FEET FROM THE SOUTH AND EAST PROPERTY LINES AT THE SOUTHEAST CORNER.
- EXCEPTION TO REDUCE THE MINIMUM REQUIRED LANDSCAPING AREA OF AT LEAST 5 FEET DEEP ALONG THE REAR PROPERTY LINE.
- EXCEPTION TO EXCEED HEIGHT LIMIT AT CORNER.

SPECIAL USE REQUIRED:

- RETAIL BANK
- PARKING AT STREET LEVEL



JPMORGAN CHASE & CO.

791 Elm St, Winnetka, IL 60093

Gensler

11 East Madison Street
Suite 300
Chicago, IL 60602
United States

Tel 312.456.0123
Fax 312.456.0124

△	Date	Description
1	08/18/2023	Issued For Village PD

Seal / Signature

NOT FOR
CONSTRUCTION

Project Name

JPMorgan Chase Private Bank,
Winnetka

Project Number

21.1062.000

Description

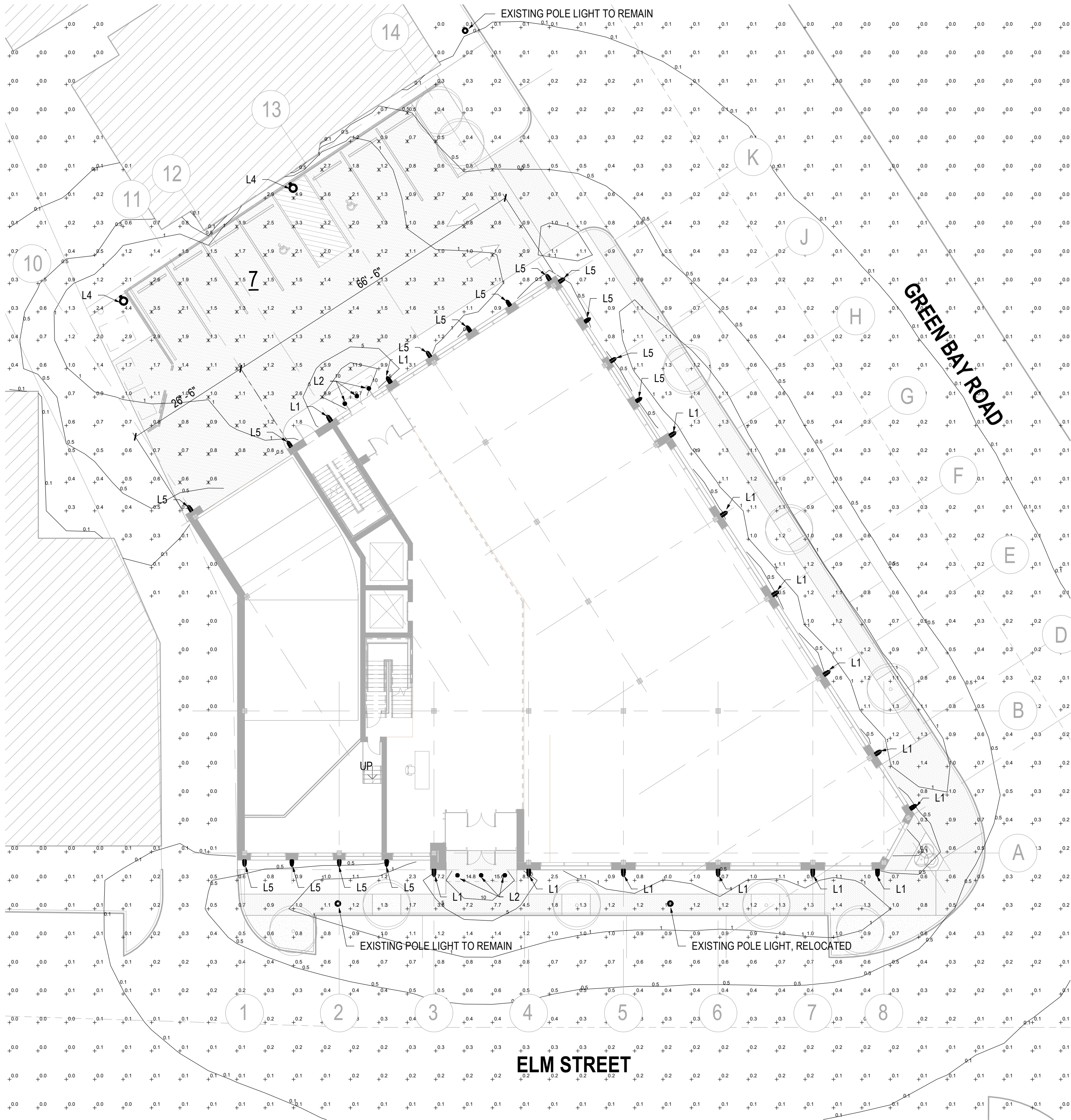
ROOF PLAN

Scale

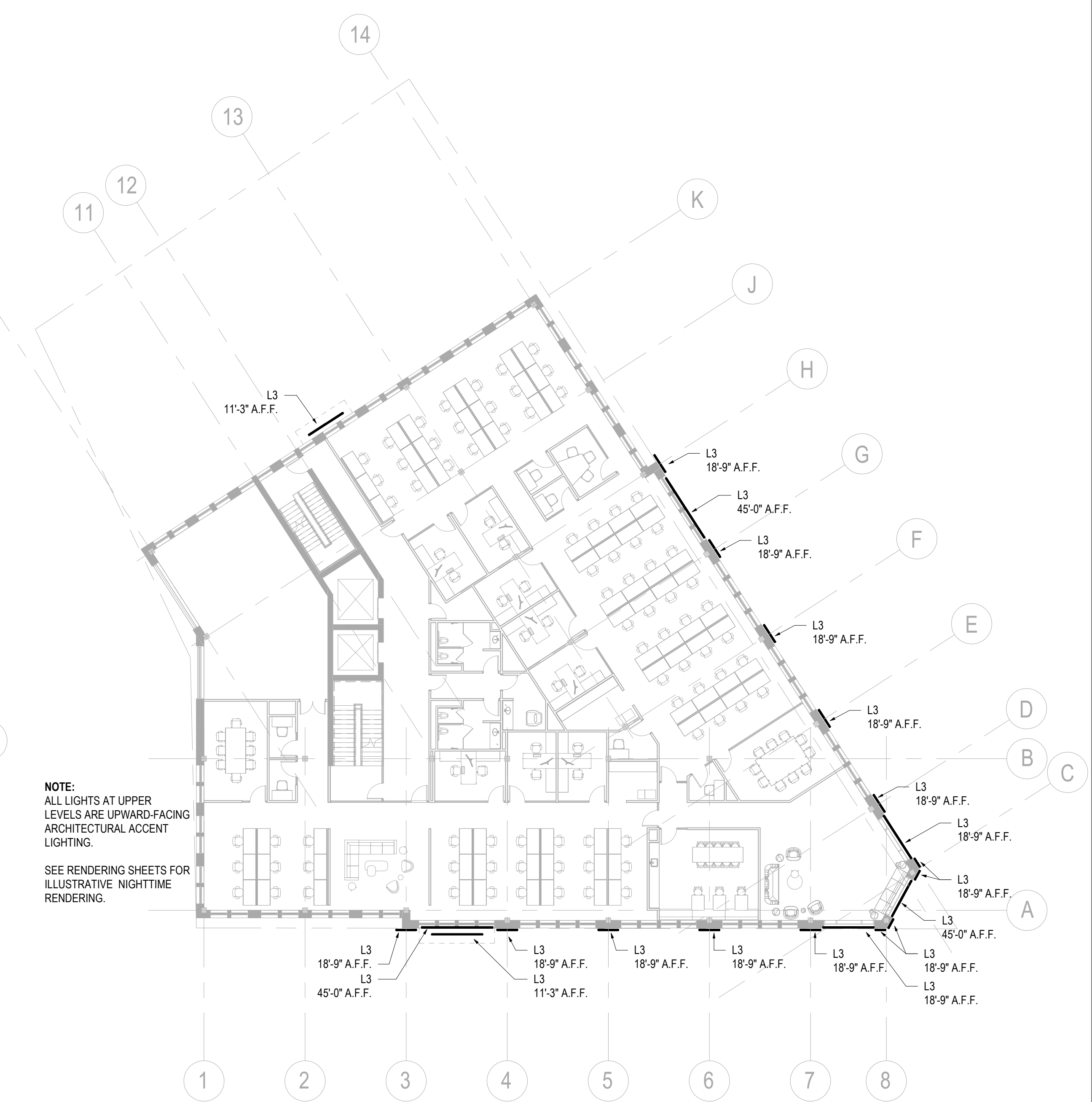
As indicated

PPR1.103

8/10/2023 10:35:29 AM Autodesk Docs\\J21\\1062.000_JPMC Winnetka\\21.1062.000_JPMC Private Bank_Winnetka_v22_Central_ARCHITECTURE.rvt



1 EXTERIOER LIGHTING PLAN - LEVEL 01
SCALE: 1/16" = 1'-0"



2 EXTERIOR LIGHTING PLAN - UPPER LEVELS
SCALE: 1/16" = 1'-0"

JPMC WINNETKA Lighting Schedule								
TYPE	DESCRIPTION	LAMP	DRIVER	DIMMED LEVEL	VOLTAGE	MANUFACTURER	CATALOGUE NUMBER	CUTSHEET LINK
L1	DECORATIVE LED EXTERIOR SCNCE	27W LED	0-10V	10%	UNV	VISUAL COMFORT & CO	CHO 2442BZ-CG	https://www.visualcomfort.com/media/docs/spec-sheet/c/h/ls_cho2442bzcg.pdf
L2	5" RECESSED LED DOWNLIGHT TO EXTERIOR	12.7W LED / 3000K	0-10V	10%	UNV	BEGA	55 826 K3	https://bega-censhare.s3.us-east-2.amazonaws.com/userfiles/files/55826_BEGA_Spec.pdf
L3	LINEAR LED FAÇADE ACCENT LIGHT	4W/FT LED / 3000K	0-10V	10%	UNV	LUMENPULSE	LOGN 4W 48V XX" 30K 80 10x60 CL UMASN BRZ UCTL UL	https://storage.googleapis.com/lumenpulse-media/prod/document/products-2748-specsheet-fullspecs-sheet-na-en-imperial.pdf
L4	LED AREA LIGHT ON 16" POLE	26.6W LED / 3000K	0-10V	10%	UNV	BEGA	99 407 K3 / POLE: 16 RFNS1	https://www.bega-us.com/categories/exterior/pole-top/single-and-twin-160015/99407
L5	DECORATIVE LED EXTERIOR SCNCE	12W LED	0-10V	10%	UNV	VISUAL COMFORT & CO	CHO 2441BZ-CG	https://www.visualcomfort.com/media/docs/spec-sheet/c/h/ls_cho2441bzcg.pdf



L1 - DECORATIVE SCNCE (LARGE)



L2 - RECESSED DOWNLIGHT



L3 - LINEAR ACCENT LIGHT



L4 - AREA POLE LIGHT



L5 - DECORATIVE SCNCE (MEDIUM)

JPMORGAN CHASE & CO.

791 Elm St, Winnetka, IL 60093

Gensler

11 East Madison Street
Suite 300
Chicago, IL 60602
United States

Tel 312.456.0123
Fax 312.456.0124

KSA | LIGHTING & CONTROLS

Date	Description
1 08/18/2023	Issued For Village PD

Seal / Signature

NOT FOR
CONSTRUCTION

Project Name

JPMorgan Chase Private Bank,
Winnetka

Project Number

21.1062.000

Description

EXTERIOR LIGHTING PLANS

Scale

As indicated

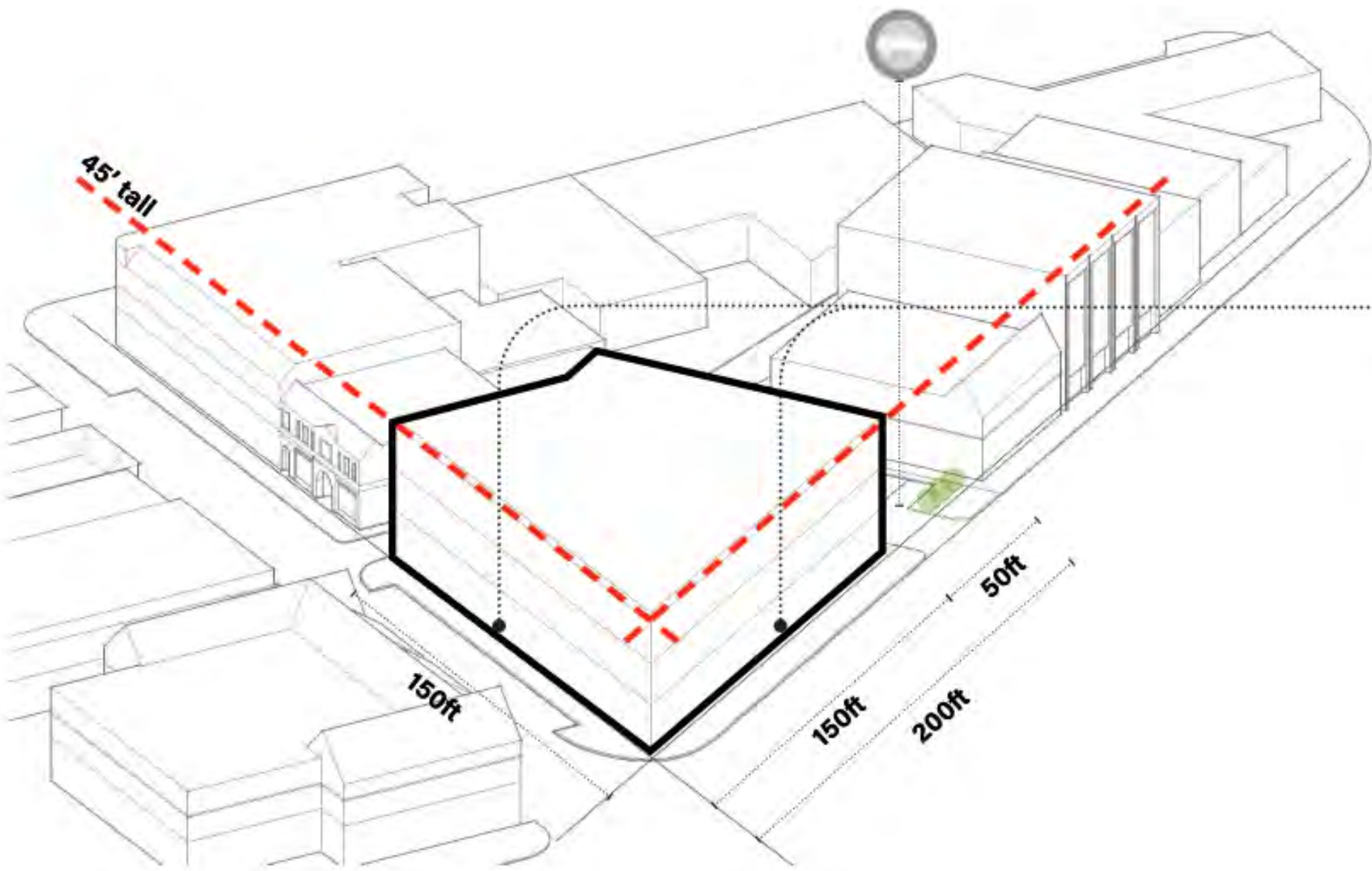
PPR1.201

© 2023 Gensler

Gensler

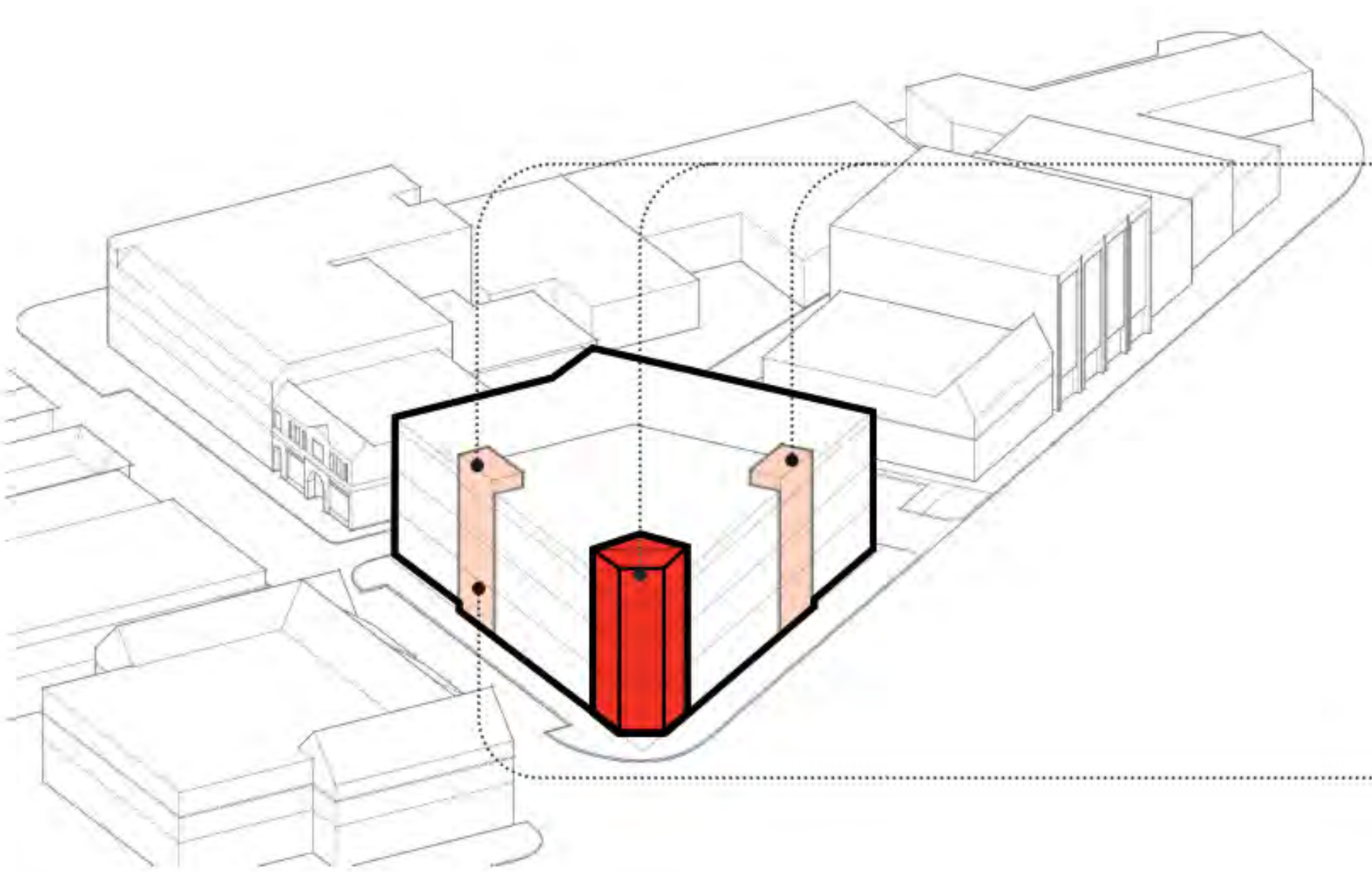
11 East Madison Street
Suite 300
Chicago, IL 60602
United States
Tel 312.456.0123
Fax 312.456.0124

BUILDING MASS



Setbacks:
"A continuous 'street-wall' along primary commercial thoroughfares should be provided and building facades should be located to create this uniform setback."
- Winnetka Design Guideline VI.a

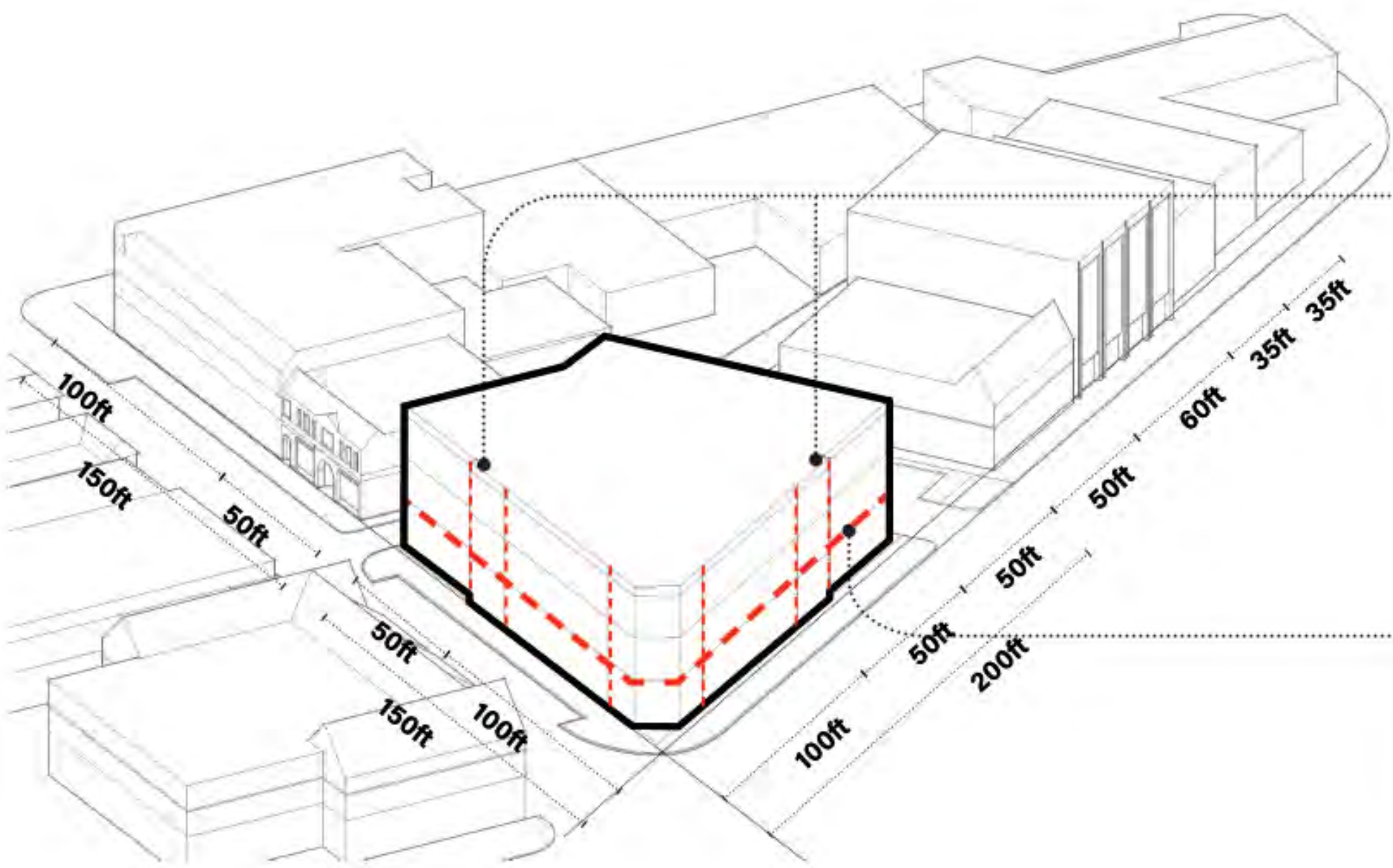
ARTICULATION



Hierarchy:
Apply special design feature at Green Bay and Elm corner to celebrate the most prominent corner at downtown Winnetka.
"The prioritization of certain building masses, components or elements over others."
- Winnetka Design Guideline VI.e

Entries
"Public entries should have a large-scale approach and be open and inviting. Public entrances should be located along the main thoroughfares and at corners."
- Winnetka Design Guideline VII.a

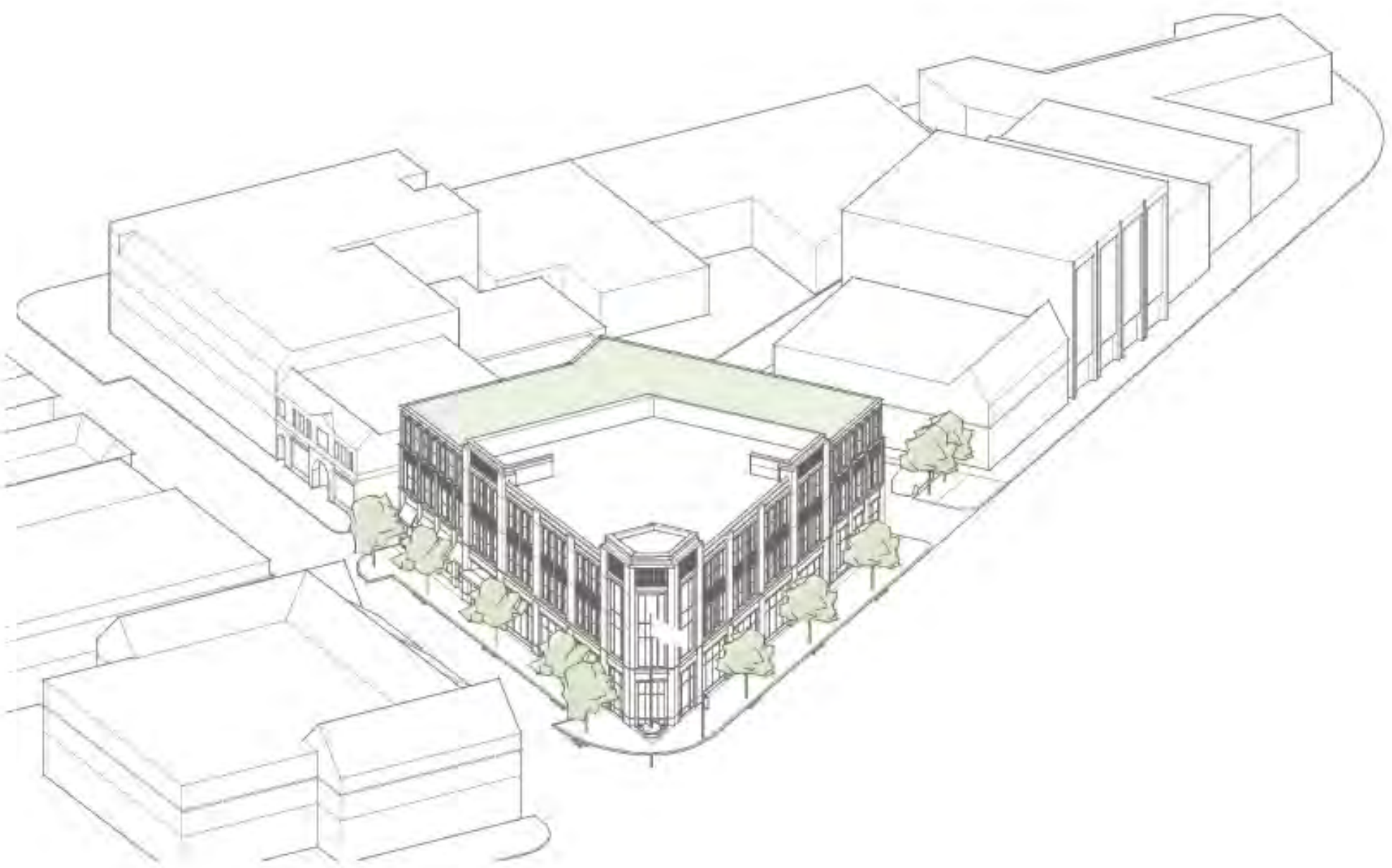
PROPORTION /SCALE



Vertical Rhythms:
"The breakdown of the building facades into vertical bays creates a sense of progression and scale to the street-wall as well as individual buildings."
- Winnetka Design Guideline VI.b

Horizontal Rhythms:
"The breakdown of the building facade into horizontal bands provides human scale and proportion to the facade."
- Winnetka Design Guideline VI.a

FIT IN THE CONTEXT



At the intersection of Green Bay Road and Elm Street, the new building serves as a gateway into Winnetka's central business district and a highly visible landmark in the community. The proposed design carefully considers the context and character of the surrounding neighborhood and seeks to create a building that seamlessly integrates into the fabric of the community while also reflecting the forward-thinking needs of JPMC.

Seal / Signature

NOT FOR
CONSTRUCTION

Project Name

JPMorgan Chase Private Bank,
Winnetka

Project Number

21.1062.000

Description

MASSING STRATEGIES

Scale

PPR2.100



1 ELEVATION - GREEN BAY RD
SCALE: 1/8" = 1'-0"

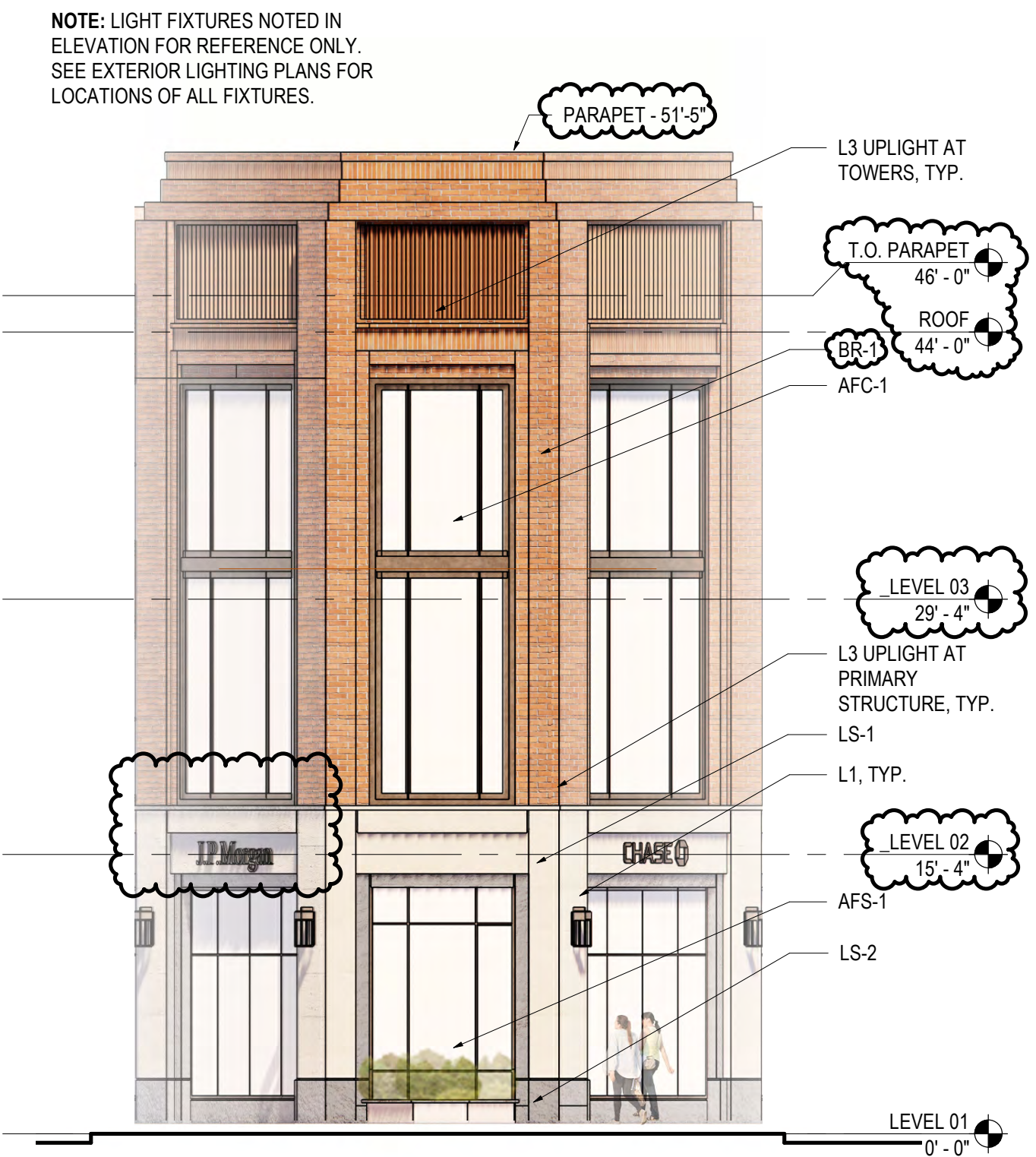
EXTERIOR MATERIAL SCHEDULE			
TAG	DESCRIPTION	COLOR	MANUFACTURER
AFS-1	ALUMINUM-FRAMED STOREFRONT	DARK BRONZE	KAWNEER OR EQ.
AFC-1	ALUMINUM-FRAMED CURTAIN WALL	DARK BRONZE	KAWNEER OR EQ.
WN-1	ALUMINUM-FRAMED WINDOW	DARK BRONZE	KAWNEER OR EQ.
LVR-1	LOUVER	ADOBE TO MATCH TC-1	CONSTRUCTION SPECIALTIES OR EQ.
LVR-2	ALUMINUM-FRAMED CURTAIN WALL	GRAY TO MATCH LS-1	CONSTRUCTION SPECIALTIES OR EQ.
BR-1	BRICK	REVERE BLEND	THE BELDEN BRICK COMPANY
LS-1	ANCHORED LIMESTONE CLADDING	LIGHT BUFF, SMOOTH	POLYCOR
LS-2	ANCHORED LIMESTONE CLADDING	LIGHT BUFF, CHISELED	POLYCOR
MTL-1	FORMED METAL CLADDING	DARK BRONZE	PURE FREEFORM
MTL-2	FORMED METAL CLADDING	NEUTRAL GRAY	PURE FREEFORM



EXTERIOR MATERIALS
SCALE: 12" = 1'-0"



2 ELEVATION - ELM STREET
SCALE: 1/8" = 1'-0"



3 ELEVATION - SOUTHEAST CORNER
SCALE: 1/8" = 1'-0"

JPMORGAN CHASE & CO.
791 Elm St, Winnetka, IL 60093

Gensler

11 East Madison Street
Suite 300
Chicago, IL 60602
United States
Tel 312.456.0123
Fax 312.456.0124

Date	Description
1 08/18/2023	Issued For Village PD
2 10/27/2023	Revision for Village PD

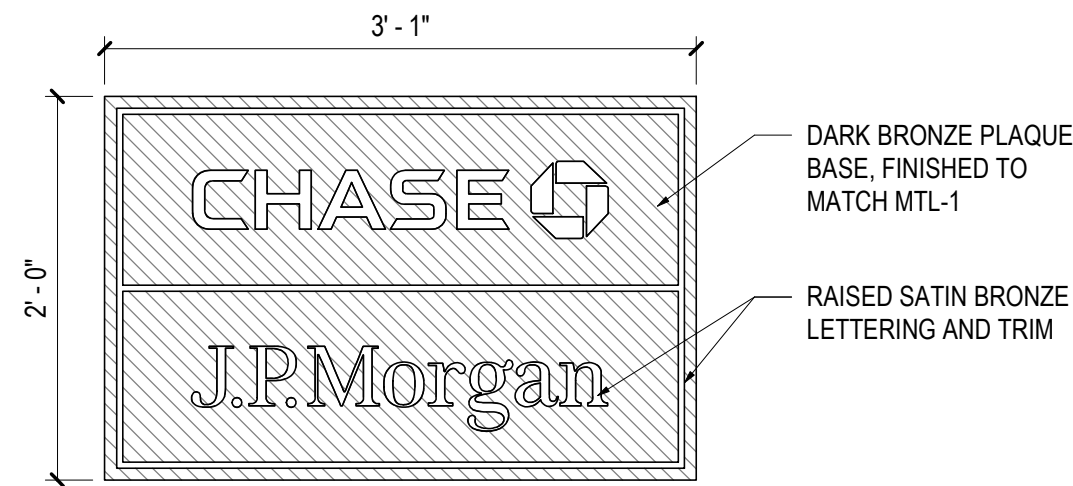
Seal / Signature

NOT FOR
CONSTRUCTION

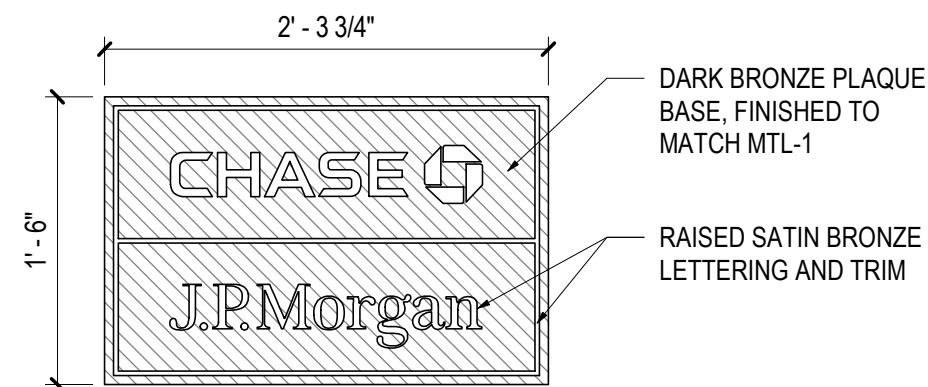
Project Name
JPMorgan Chase Private Bank,
Winnetka
Project Number
21.1062.000
Description
BUILDING ELEVATIONS

Scale
As indicated

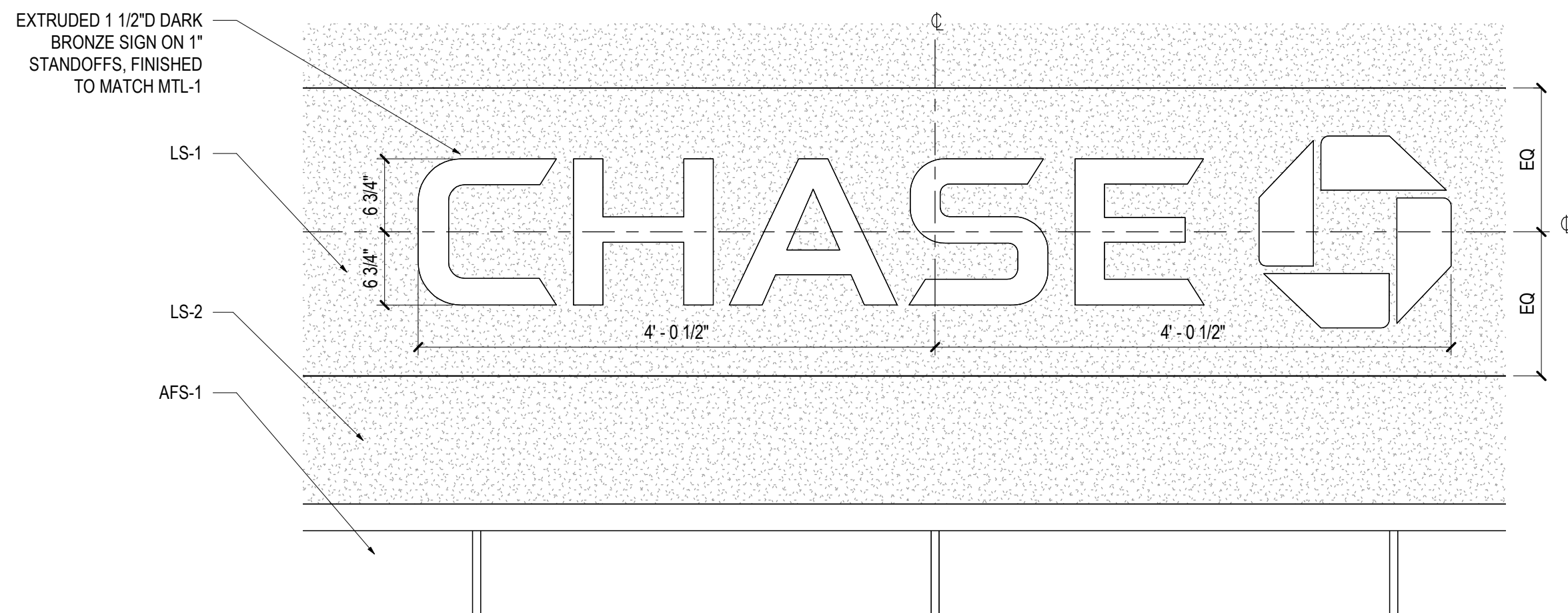
PPR2.101



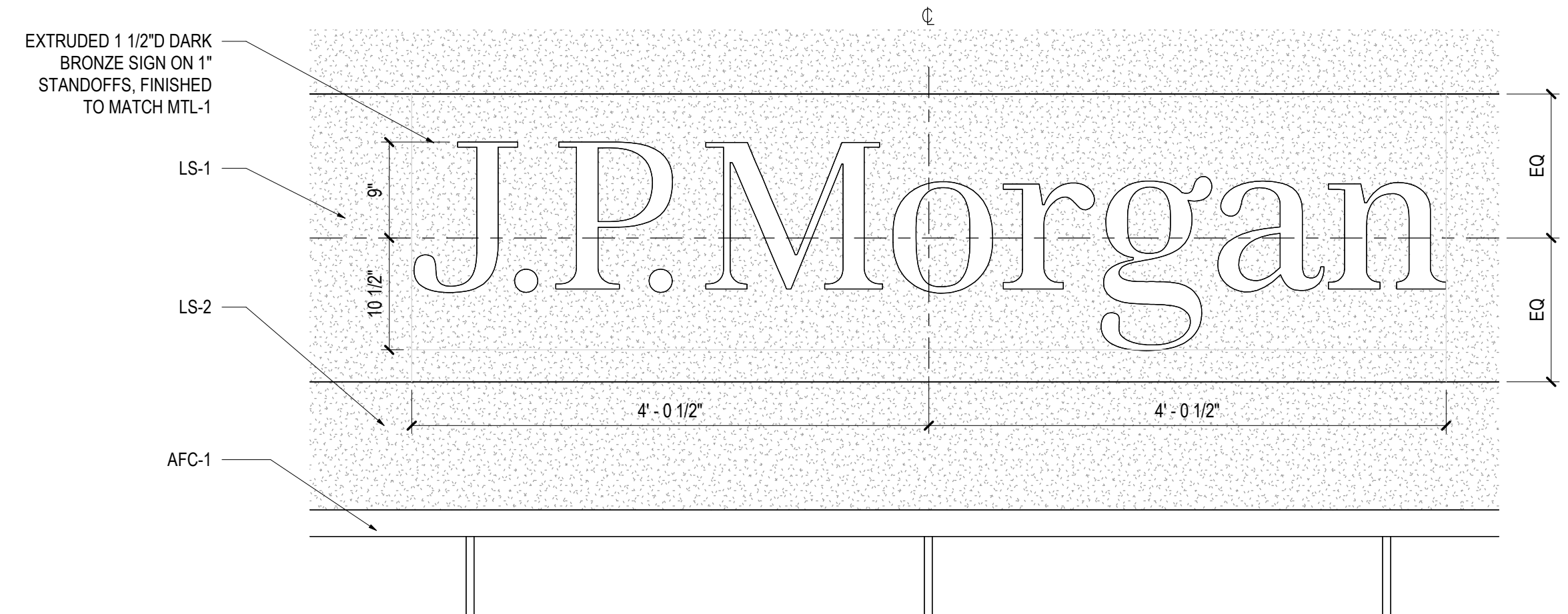
1 DETAIL - SIGNAGE - SOUTH ENTRY PLAQUE
SCALE: 1" = 1'-0"



3 DETAIL - SIGNAGE - NORTH ENTRY PLAQUE
SCALE: 1" = 1'-0"



2 SIGN ELEVATION - GREEN BAY RD
SCALE: 1" = 1'-0"



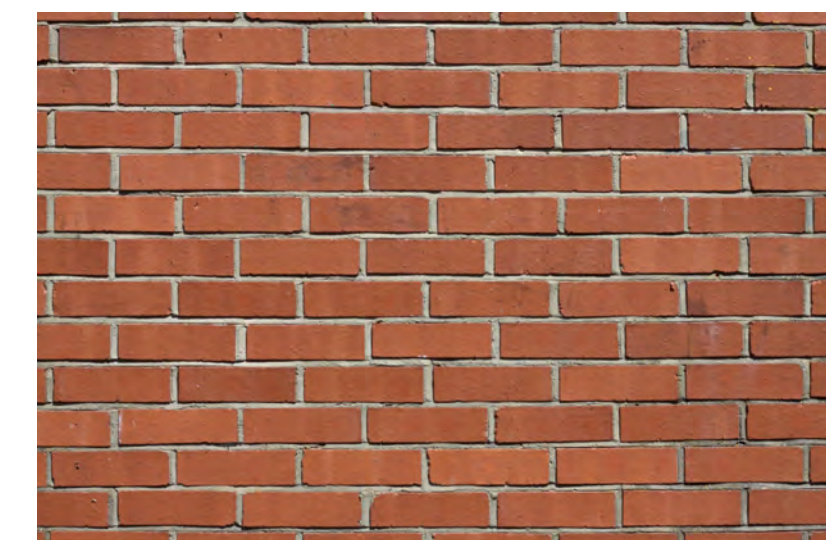
4 SIGN ELEVATION - ELM STREET
SCALE: 1" = 1'-0"

TAG	DESCRIPTION	COLOR	MANUFACTURER
AFS-1	ALUMINUM-FRAMED STOREFRONT	DARK BRONZE	KAWNEER OR EQ.
AFC-1	ALUMINUM-FRAMED CURTAIN WALL	DARK BRONZE	KAWNEER OR EQ.
WN-1	ALUMINUM-FRAMED WINDOW	DARK BRONZE	KAWNEER OR EQ.
LVR-1	LOUVER	ADOBE TO MATCH TC-1	CONSTRUCTION SPECIALTIES OR EQ.
LVR-2	ALUMINUM-FRAMED CURTAIN WALL	GRAY TO MATCH LS-1	CONSTRUCTION SPECIALTIES OR EQ.
BR-1	BRICK	REVERE BLEND	THE BELDEN BRICK COMPANY
LS-1	ANCHORED LIMESTONE CLADDING	LIGHT BUFF, SMOOTH	POLYCOR
LS-2	ANCHORED LIMESTONE CLADDING	LIGHT BUFF, SPLIT FACE	POLYCOR
MTL-1	FORMED METAL CLADDING	DARK BRONZE	PURE FREEFORM
MTL-2	FORMED METAL CLADDING	NEUTRAL GRAY	PURE FREEFORM

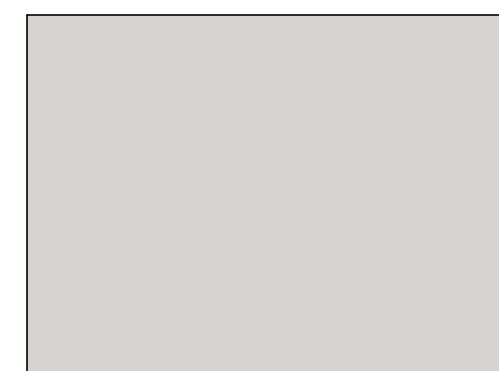
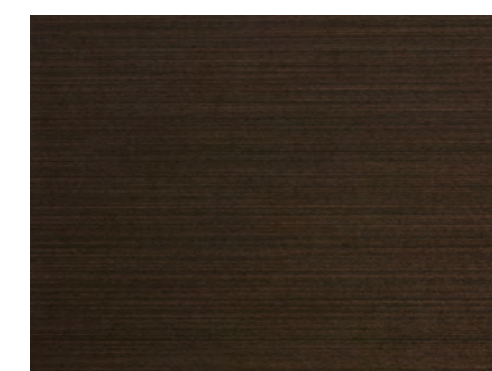
LS-1
LIMESTONE - LIGHT BUFF, SMOOTH



BR-1
BRICK



LS-2
LIMESTONE - LIGHT BUFF, SPLIT FACE



MTL-1, AFS-1, AFC-1, WN-1
DARK BRONZE

LVR-1
PAINTED METAL TO MATCH BRICK

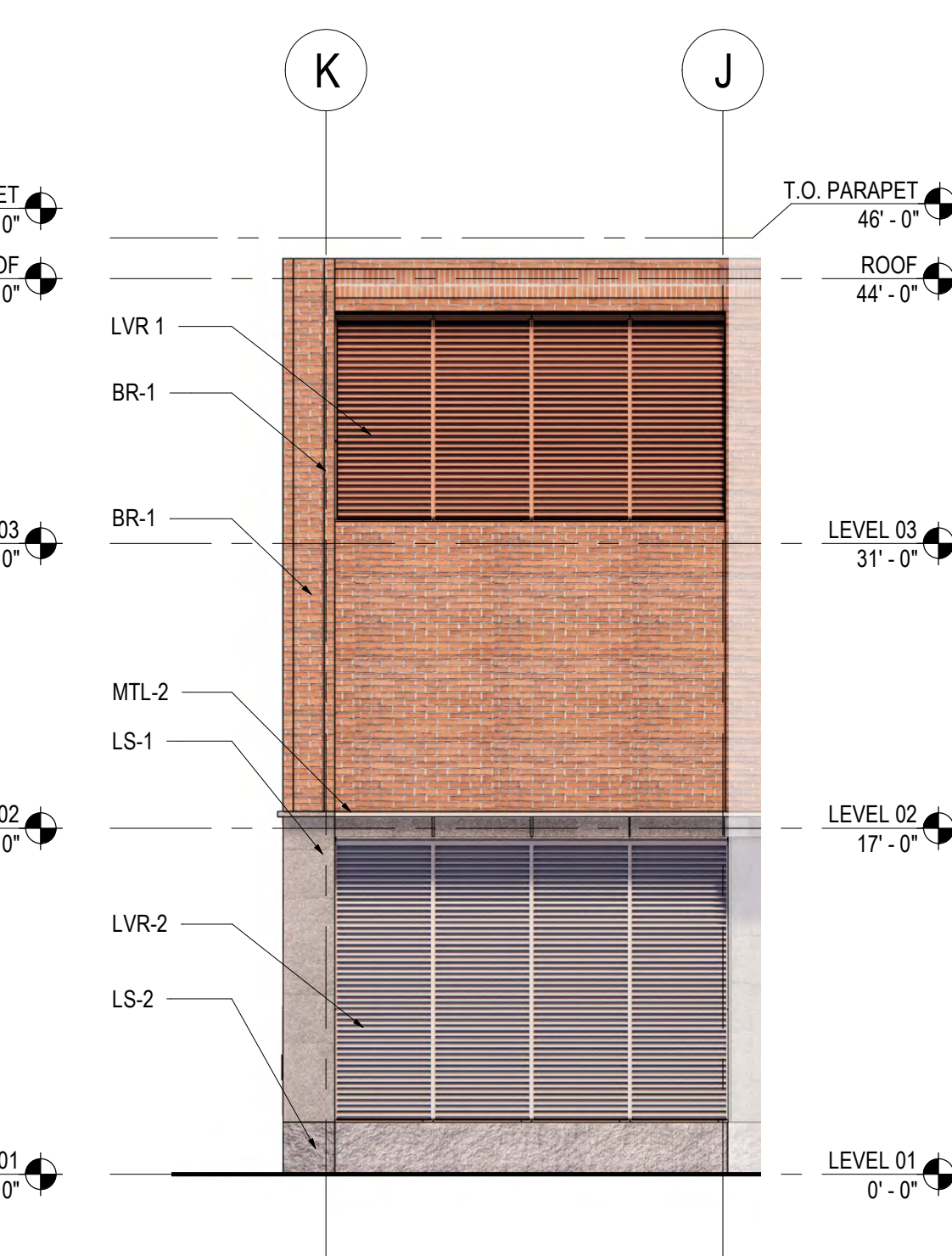
LVR-2, MTL-2
GRAY TO MATCH LIMESTONE

EXTERIOR MATERIALS

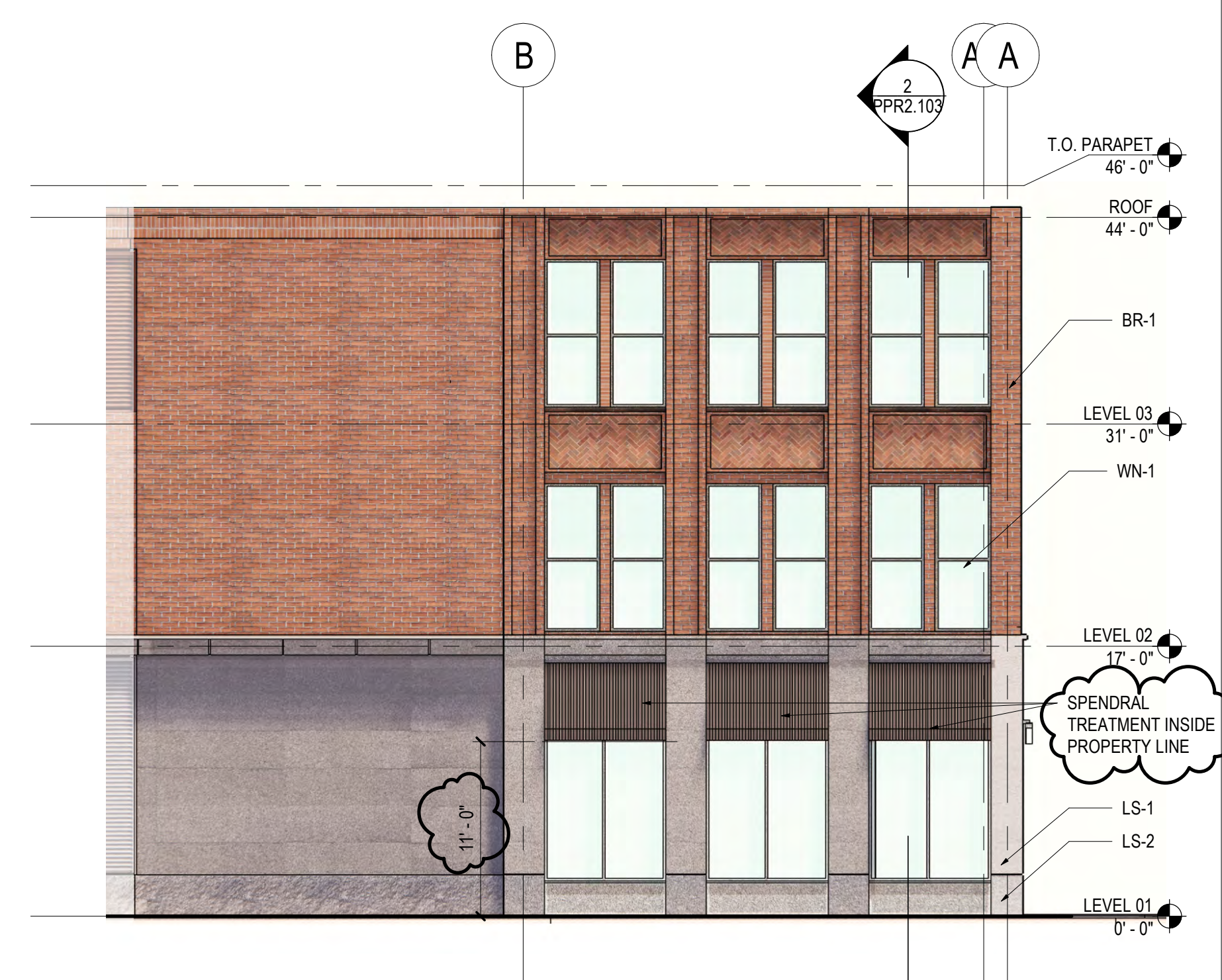
SCALE: 12" = 1'-0"



5 ELEVATION - NORTH
SCALE: 1/8" = 1'-0"



6 ELEVATION - ALLEY NORTH
SCALE: 1/8" = 1'-0"



7 ELEVATION - ALLEY SOUTH
SCALE: 1/8" = 1'-0"

JPMORGAN CHASE & CO.

791 Elm St, Winnetka, IL 60093

Gensler

11 East Madison Street
Suite 300
Chicago, IL 60602
United States

Tel 312.456.0123
Fax 312.456.0124

Date	Description
08/18/2023	Issued For Village PD
12/22/2023	2nd Revision For Village PD
01/12/2024	3rd Revision For Village PD

Seal / Signature

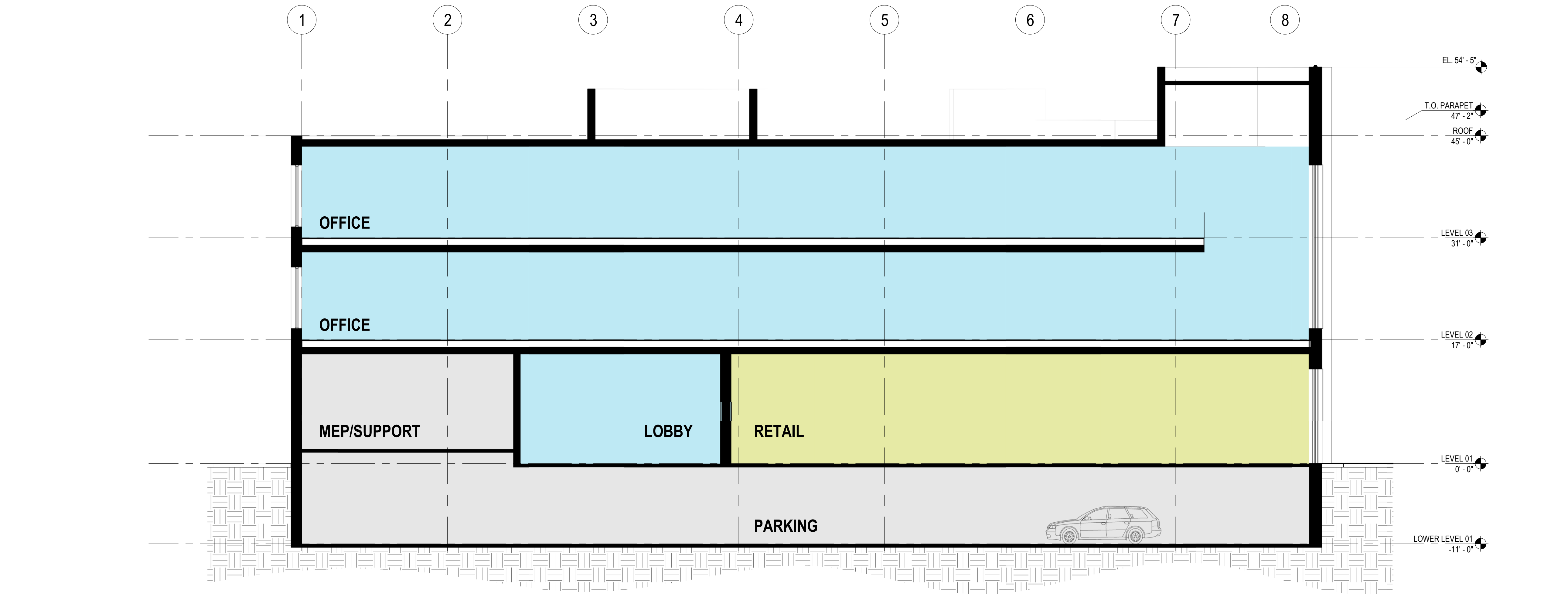
**NOT FOR
CONSTRUCTION**

Project Name	JPMorgan Chase Private Bank, Winnetka
Project Number	21.1062.000
Description	BUILDING ELEVATIONS AND SIGN ELEVATIONS

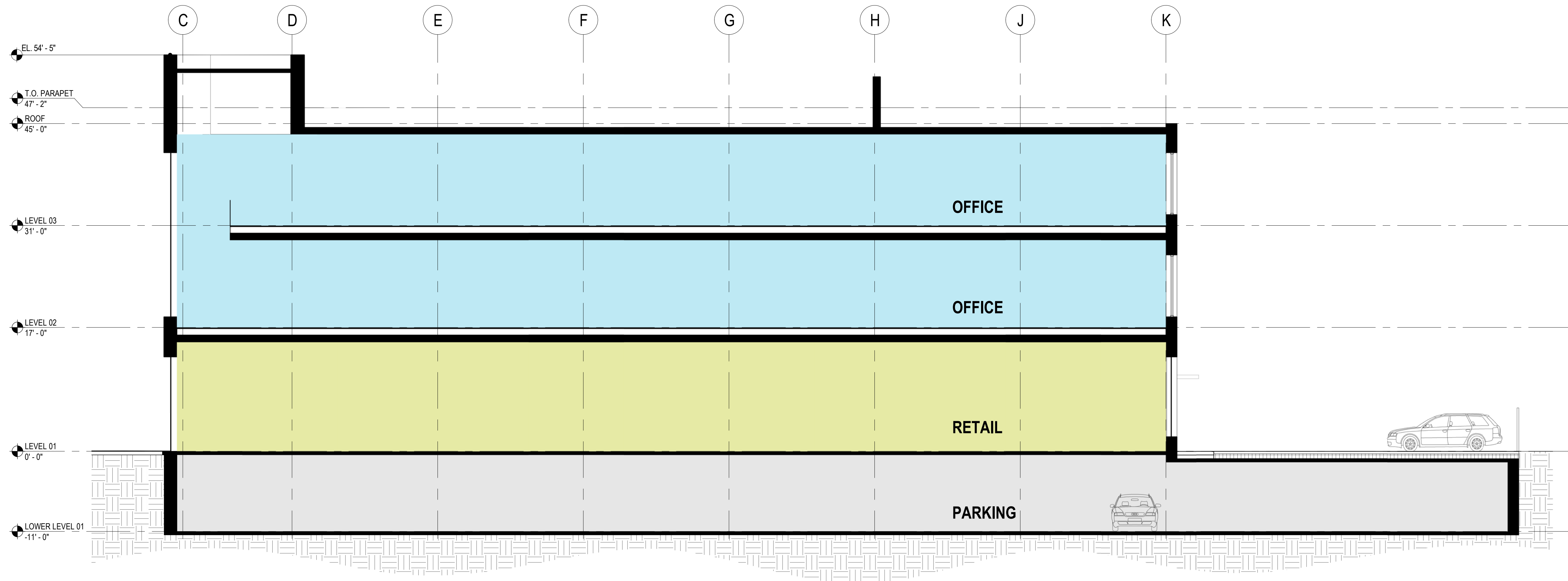
Scale
As indicated

PPR2.102

8/10/2023 10:35:38 AM Autodesk Docs//021.1062.300...JPMC Winnetka21.1062.000_JPMC Private Bank_Winnetka_v22_Central_ARCHITECTURE.rvt



2 BUILDING SECTION - ELM STREET
SCALE: 1/8" = 1'-0"



1 BUILDING SECTION - GREEN BAY ROAD
SCALE: 1/8" = 1'-0"

JPMORGAN CHASE & CO.

791 Elm St, Winnetka, IL 60093

Gensler

11 East Madison Street
Suite 300
Chicago, IL 60602
United States

Tel 312.456.0123
Fax 312.456.0124

△	Date	Description
1	08/18/2023	Issued For Village PD

Seal / Signature

NOT FOR
CONSTRUCTION

Project Name

JPMorgan Chase Private Bank,
Winnetka

Project Number

21.1062.000

Description

BUILDING CROSS SECTIONS

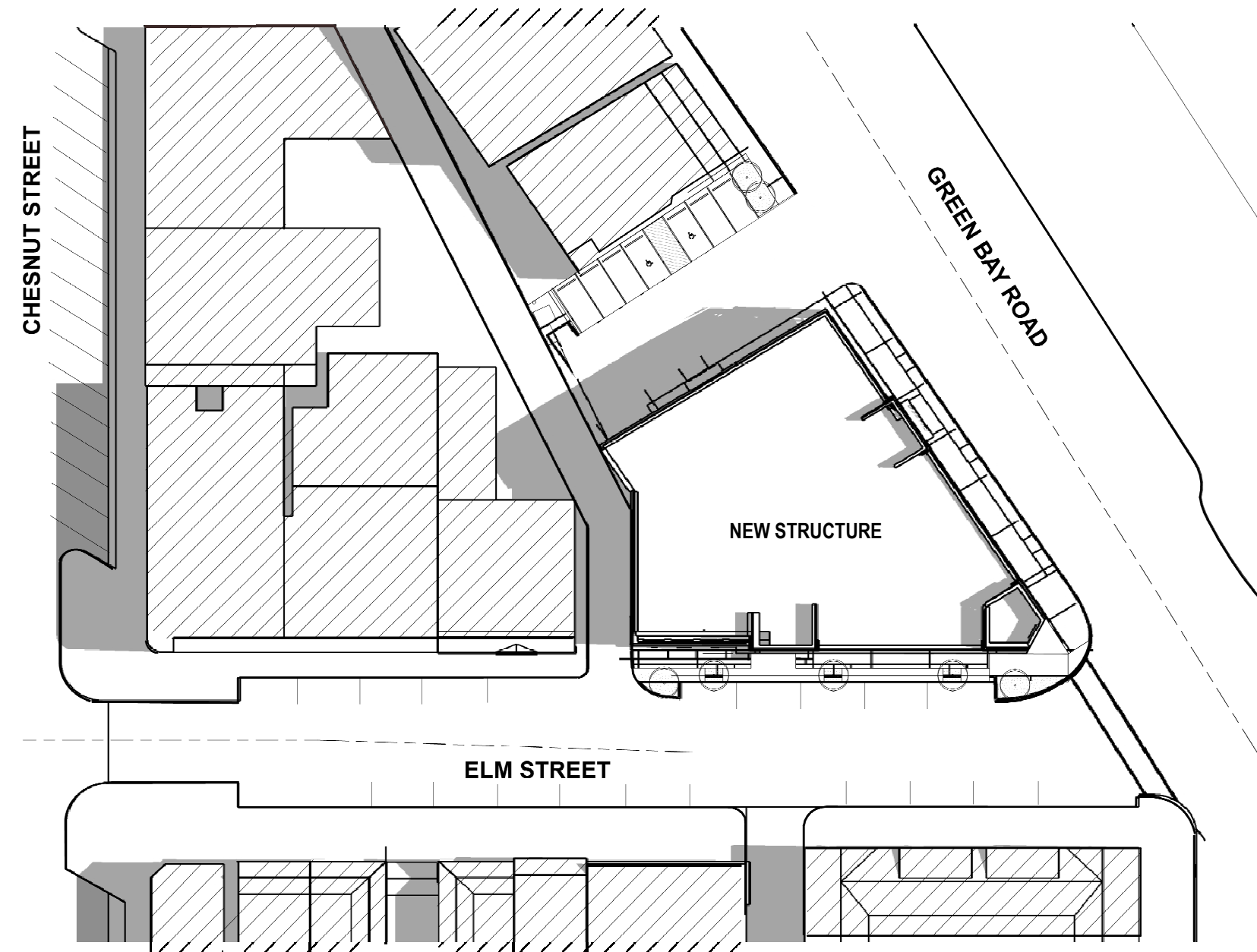
Scale

1/8" = 1'-0"

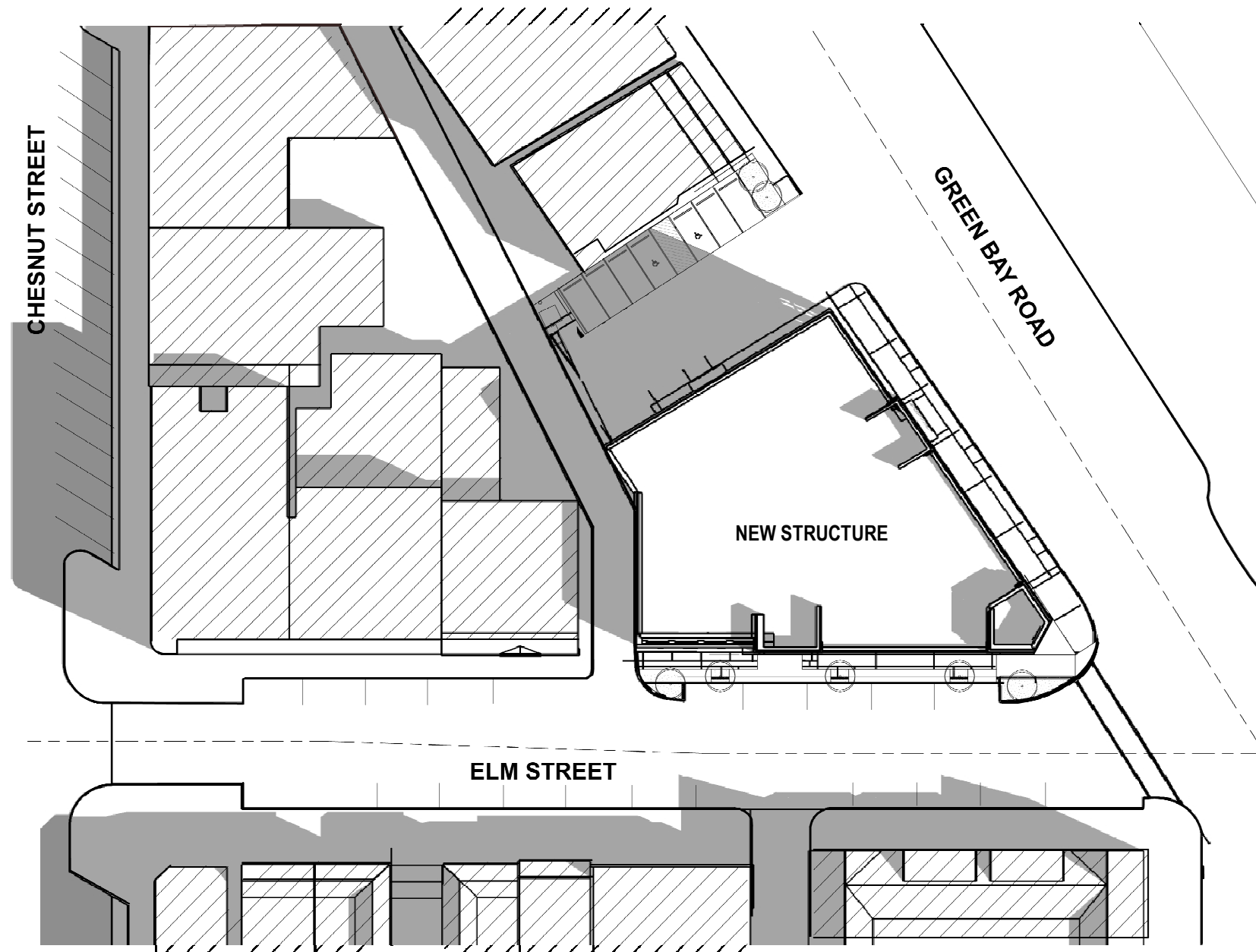
PPR2.103

© 2023 Gensler

\\gensler.ad\projects\Revit\user\Nodes\25546\21.1062.000_JPMC Private Bank_Winnetka_v02_Central_ARCHITECTURE-20230817_Mengyao_Yu.rvt
10/30/2023 10:19:32 AM

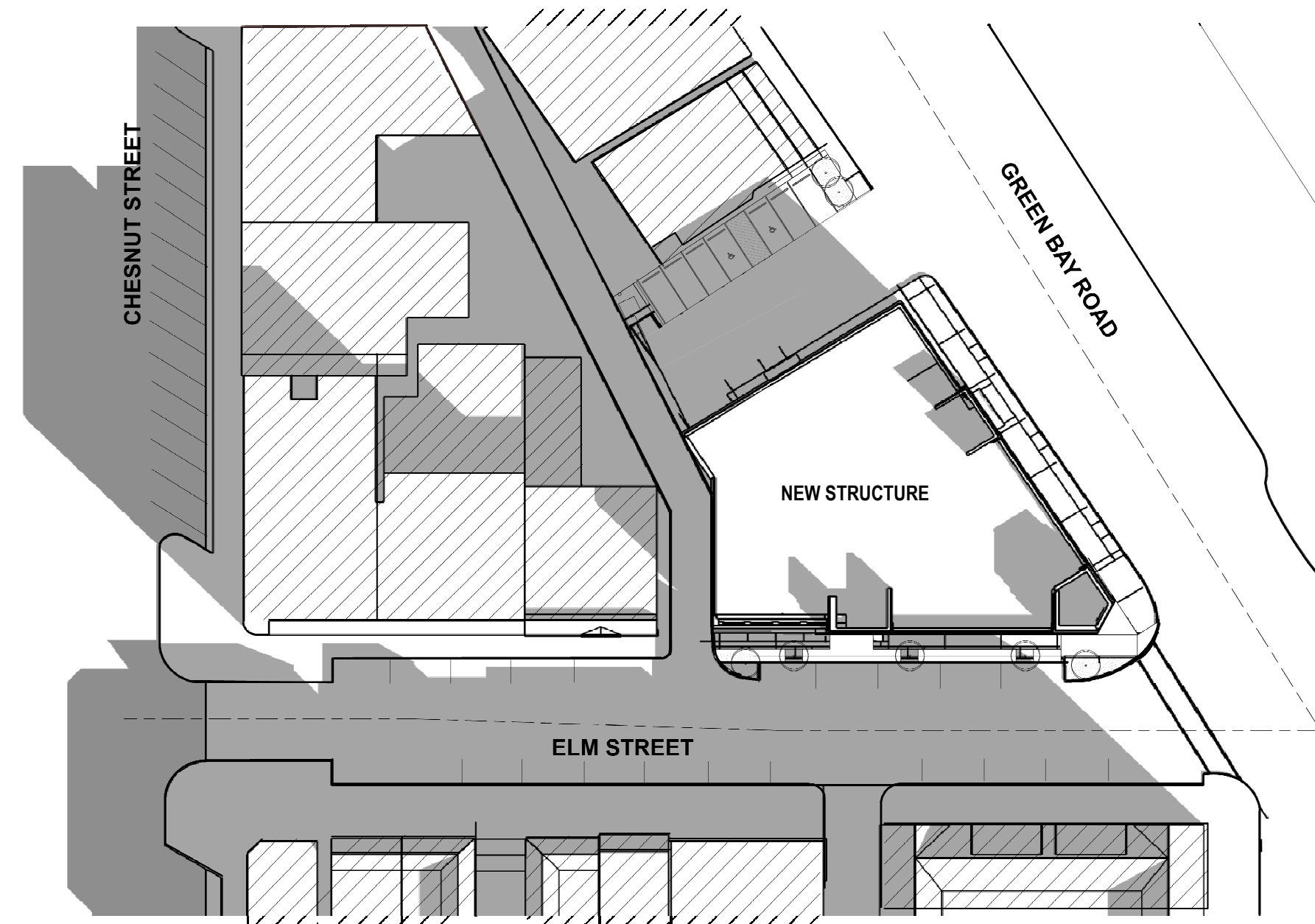


1 SHADOW STUDY - 06/21 - 9AM
SCALE: 1" = 50'-0"

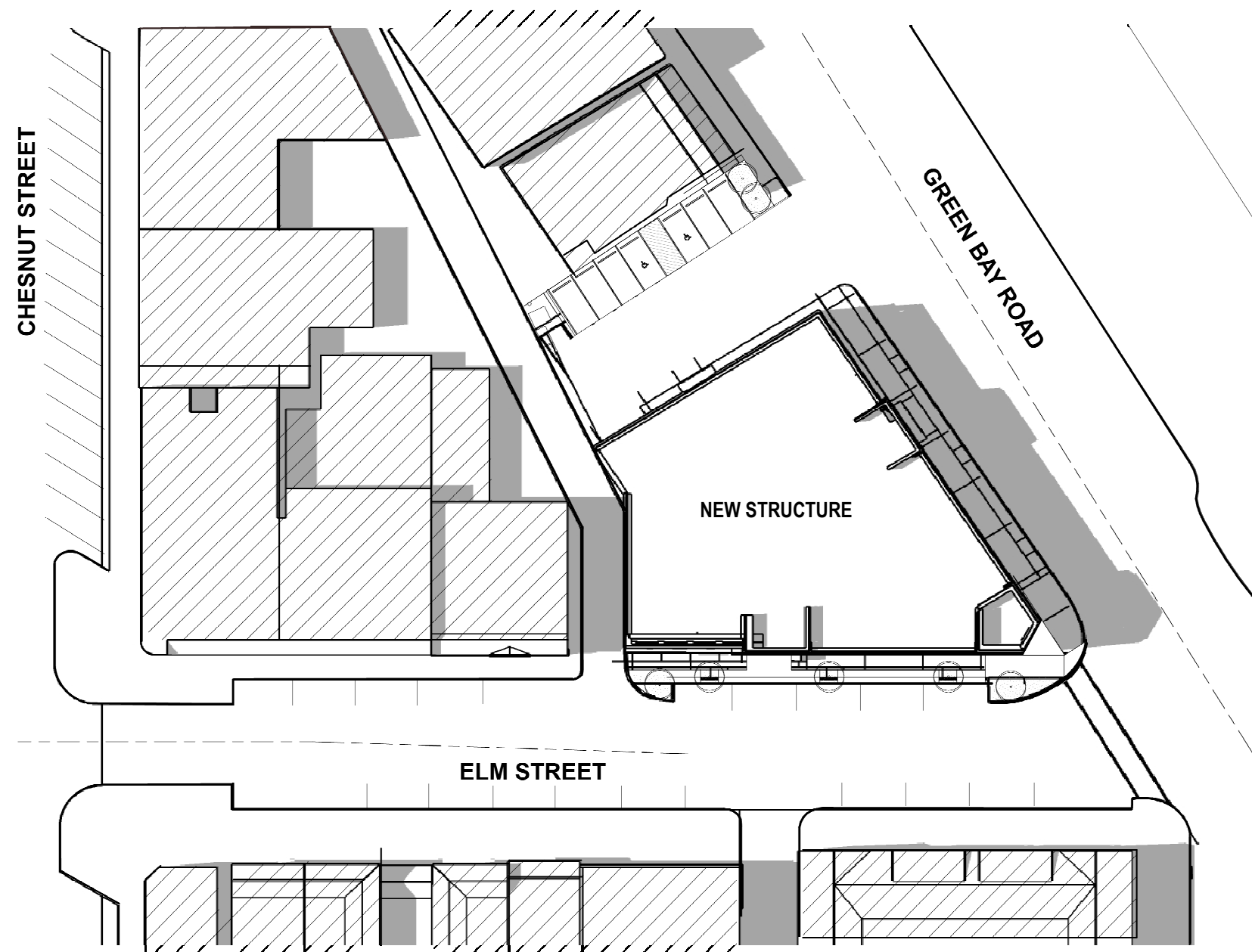


2 SHADOW STUDY - 03/21 & 9/21 - 9AM
SCALE: 1" = 50'-0"

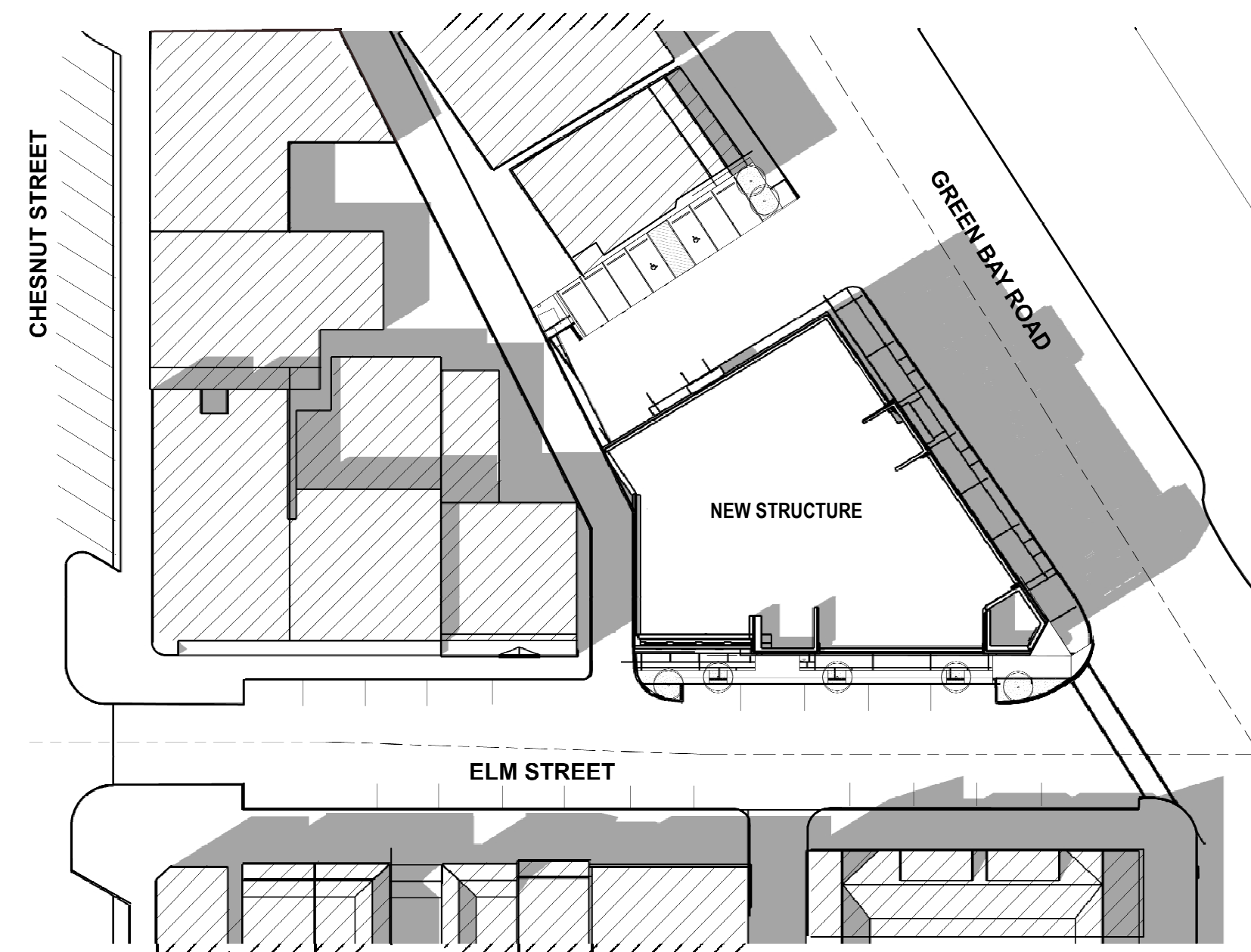
NOTE: SOLAR ALTITUDE IS EQUIVALENT AT VERNAL EQUINOX (MARCH 21ST) AND AUTUMNAL EQUINOX (SEPTEMBER 21ST)



3 SHADOW STUDY - 12/21 - 9AM
SCALE: 1" = 50'-0"

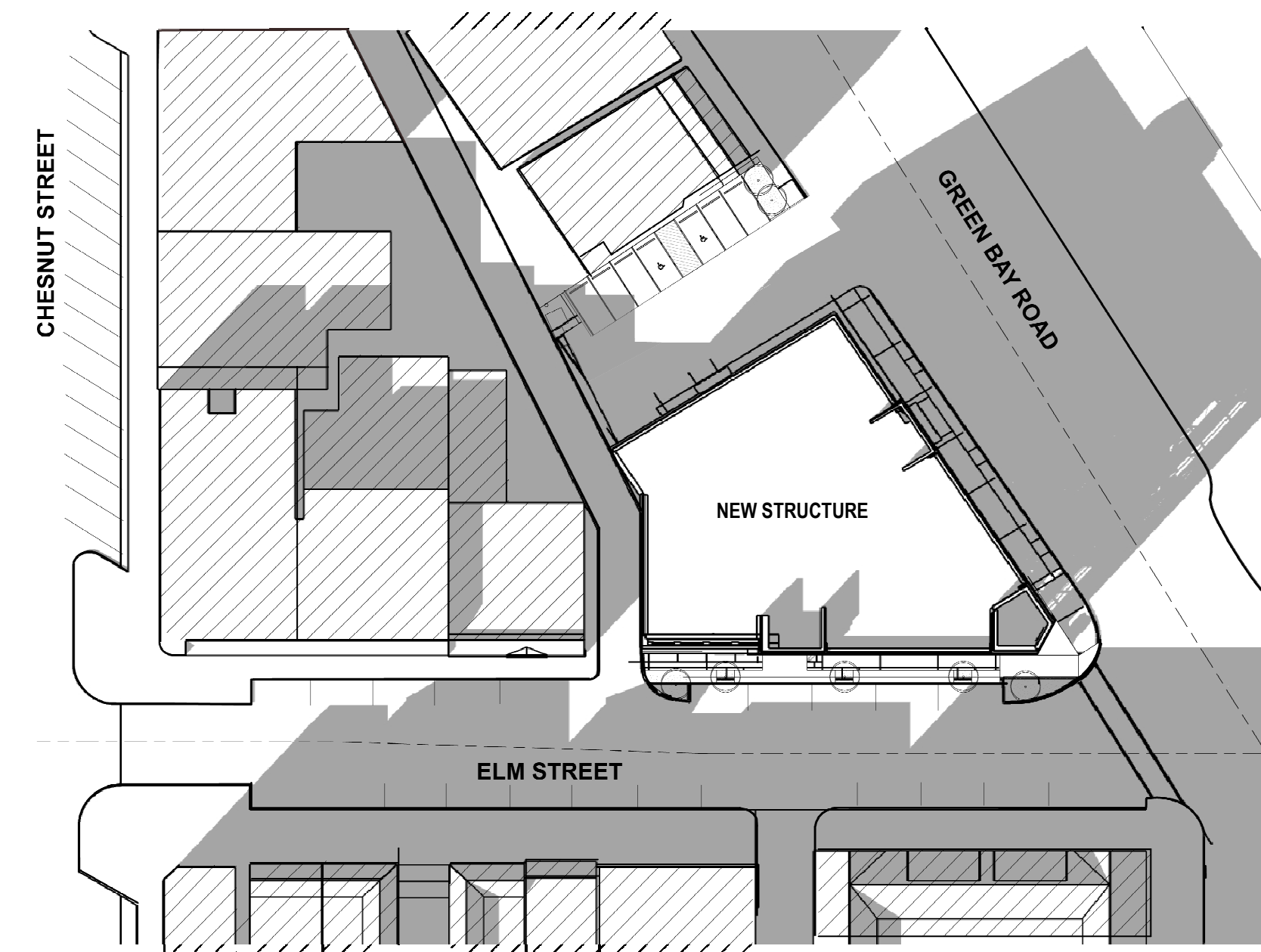


4 SHADOW STUDY - 06/21 - 3PM
SCALE: 1" = 50'-0"



5 SHADOW STUDY - 03/21 & 9/21 - 3PM
SCALE: 1" = 50'-0"

NOTE: SOLAR ALTITUDE IS EQUIVALENT AT VERNAL EQUINOX (MARCH 21ST) AND AUTUMNAL EQUINOX (SEPTEMBER 21ST)



6 SHADOW STUDY - 012/21 - 3PM
SCALE: 1" = 50'-0"

Date	Description
1 08/18/2023	Issued For Village PD
2 10/27/2023	Revision for Village PD

Seal / Signature

NOT FOR
CONSTRUCTION

Project Name
JPMorgan Chase Private Bank, Winnetka
Project Number
21.1062.000
Description
SHADOW STUDY

Scale
1" = 50'-0"

PPR2.300

8/10/2023 1:45:47 PM Autodesk Docs\\J0211062300_JPMC Winnetka211062000_JPMC Private Bank_Winnetka_v02_Central_ARCHITECTURE.rvt



1 STREETScape ELEVATION - GREEN BAY RD
SCALE: 1" = 20'-0"



2 STREETScape ELEVATION - ELM ST
SCALE: 1" = 20'-0"

JPMORGAN CHASE & CO.
791 Elm St, Winnetka, IL 60093

Gensler

11 East Madison Street
Suite 300
Chicago, IL 60602
United States
Tel 312.456.0123
Fax 312.456.0124

△	Date	Description
1	08/18/2023	Issued For Village PD

Seal / Signature

NOT FOR
CONSTRUCTION

Project Name
JPMorgan Chase Private Bank, Winnetka
Project Number
21.1062.000
Description
STREETSCAPE ELEVATIONS

Scale
1" = 20'-0"

PPR2.301

8/10/2023 10:35:44 AM Autodesk Docs//0211062.000 - JPMC Winnetka21.1062.000 - JPMC Private Bank - Winnetka_v22 - Central_ARCHITECTURE.rvt



1 RENDERING - ELM ST LOOKING EAST
SCALE: 1" = 200'-0"



2 RENDERING - PRIMARY INTERSECTION
SCALE: 1" = 200'-0"



3 RENDERING - GREEN BAY RD SOUTH
SCALE: 1" = 200'-0"



4 RENDERING - ELM STREET NIGHT
SCALE: 1" = 200'-0"

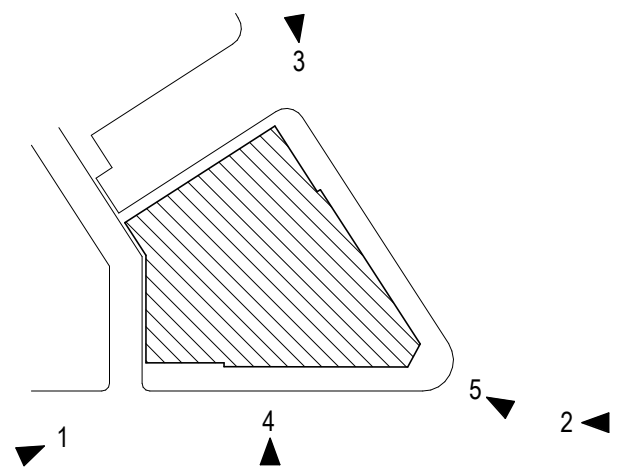


5 RENDERING - SOUTH CORNER
SCALE: 1" = 200'-0"

SHEET NOTES

GENERAL NOTES

KEY PLAN



JPMORGAN CHASE & CO.

791 Elm St, Winnetka, IL 60093

Gensler

11 East Madison Street
Suite 300
Chicago, IL 60602
United States

Tel 312.456.0123
Fax 312.456.0124

△	Date	Description
1	08/18/2023	Issued For Village PD

Seal / Signature

NOT FOR
CONSTRUCTION

Project Name

JPMorgan Chase Private Bank,
Winnetka

Project Number

21.1062.000

Description

BUILDING RENDERINGS

Scale

As indicated

PPR2.401

© 2023 Gensler

**Winnetka Design Review Board/Sign Board of Appeals Special Meeting Minutes Excerpt
October 16, 2023**

Members Present:

Katie Moor, Chairperson
Fritz Duda
Paul Konstant
Maggie Meiners
Heather Niehoff
Michael Ritter

Members Absent:

None

Village Staff:

David Schoon, Director of Community Development
Ann Klaassen, Assistant Director of Community
Development
Davorka Kirincic, Building and Code Enforcement
Manager

a. Case No. 23-05-PD: 791 Elm Street - Chase Bank Preliminary Planned Development: Certificate of Appropriateness to allow construction of a new three-story commercial building as part of a planned development. The Village Council has final jurisdiction on this request.

Ms. Klaassen outlined the planned development process, the Village Council's, the general site information, the zoning relief being requested, the Village Council's comments on the concept plan and the Board's role on the application. She informed the Board no public comments were received relating to the application and following the applicant's presentation, public comment, the applicant's response to comment if necessary, the Board may deliberate and either continue the request to a date certain or make a motion as indicated on page nos. 206-207. Ms. Klaassen then asked if there were any questions. No questions were raised at this time.

Chairperson Moor asked for the applicant's presentation. Farzad Boroumand, Head of JPMorgan Chase Global Design, introduced himself and the team to the Board who would present the request. He identified the building's location, age and noted that the demand for banking service increased drastically requiring them to increase staff size. He also stated the request is due to the building's age and infrastructure. Mr. Boroumand described the building's materials, mechanical systems, solar panels, etc. while stating they would respect the Village's architecture. He noted they hired award winning architects, Gensler & Associates, and introduced the team to the Board.

Scott Hurst of Gensler & Associates began by explaining that they always look for ways to keep buildings intact where possible but that was not possible in this instance due to the building's age and infrastructure, lack of available parking, the impossibility of vertical and horizontal expansion, among other issues. He stated the site has changed over time to meet the community's needs and did not appear to be a bank from its exterior impression. Mr. Hurst described the new three story building as having 34,000 square feet of retail bank and office space, 32 parking spaces mostly below grade and building efficiency improvements.

1 Mr. Hurst described the site as unique noting they paid attention to the street's building rhythm and the
2 new building would be considerate and step down and provide visual interest. He also described the
3 corner as a Village gateway site with the new design relating to the community fabric. Mr. Hurst then
4 identified stepped down heights which would be lower than the 45 foot height limitation and described
5 how the train line affected the site's inspiration. He described the primary features as containing a
6 limestone base and heavier piers on the façade with corner entrances that called out on the corner
7 element.

8
9 Mr. Hurst then referred to the proposed building's illustration along Green Bay Road with the corner
10 representing the highest point at 54 feet 5 inches which is shorter than the existing cupola. He noted the
11 heights would step down gradually to the buildings to the west and north and would be heavily detailed
12 and articulated. Mr. Hurst described the ground floor height at 17 feet and second and third floor heights
13 reaching the total 45 feet height limit as well as the main entrance. He then identified the northern
14 elevation's illustration.

15
16 Mr. Hurst stated with regard to the building heights, he referred to an illustration noting most of the
17 building is well within the 45 foot height limitation with two elements deliberately extending beyond the
18 45 foot height. He then described the various building elements and parking noting they planned to meet
19 the setback on the upper floors. Mr. Hurst also identified the concealed parking ramp. He then stated they
20 planned to meet design guidelines and identified that pavers would be used as well as trees and an
21 ornamental screen wall. Mr. Hurst noted the upper floors would contain office space and explained the
22 roof plan. Mr. Hurst also identified the façade materials, cornice and lighting scheme. He then identified
23 the north elevation and its elements as well as the southwest corner which stepped down. Mr. Hurst also
24 described in detail the sustainable strategies they planned to implement as part of the project and then
25 asked if there were any questions.

26
27 Mr. Konstant questioned the building base. Mr. Hurst responded it would be limestone and described the
28 terracotta material to be used on the upper floors and provided a material sample board to the Board for
29 its review. Ms. Meiners referred to underground parking and questioned the need for so many
30 underground parking spaces. Mr. Hurst responded it is due to the Village's parking requirements and
31 noted they planned to incorporate water retention onsite. Mr. Boroumand identified the number of
32 employees as 72 with the upper floors being other office uses. Chairperson Moor then asked how many
33 existing employees are on site. Mr. Boroumand responded about half of the proposed number of
34 employees. Chairperson Moor then questioned the amount of retail banking space. Mr. Hurst responded
35 it would be similar to the existing retail banking space. Mr. Duda questioned how art deco was
36 incorporated in the design. Mr. Hurst explained its use to the Board. He also explained how the tower
37 feature was addressed.

38
39 Chairperson Moor thanked the applicant for addressing the concerns previously raised and described the
40 site as one of the most important sites in the Village. She further commented on the building's effect on
41 the Village as well as on its massing. Chairperson Moor explained that it feels very big and corporate and
42 that scale is a big part of it. She stated that dwarfs buildings to the west. Chairperson Moor then provided
43 comments on her preference for the use of traditional materials due to its prominent location. She noted
44 that she liked the limestone, but not the terracotta and that she would prefer brick, maybe with a chevron
45 patterns in places. Chairperson Moor stated that she preferred for the clock being included. Mr. Konstant
46 agreed with Chairperson Moor's comments relating to the materials, but not the clock. Ms. Meiners
47 agreed with the comments made and commented the building is beautiful. She also agreed with the use
48 of brick as opposed to terracotta and stated she appreciated the applicant's use of sustainable practices.

1 Ms. Meiners stated the scale and terracotta are off for her. Mr. Duda agreed with the comments made
2 and stated he struggled with the appearance of the top two floors.

3
4 Mr. Boroumand provided a response relating to the building's scale which is similar to a neighboring
5 building noting most of the building would still be within the 45 foot height limitation. He referred to the
6 amount of time spent reconfiguring the building and their consideration of the use of brick noting they
7 are entering a new era with the use of a modern construction system in terms of respecting the past and
8 future.

9
10 Ms. Niehoff stated her issue related to scale more so than height, particularly on the ground floor and
11 referred to the ground floor having a 17 foot ceiling height. She commented that height felt out of
12 character although she is fine with the use of terracotta. Ms. Niehoff also complimented the applicant on
13 the changes made from the June 2023 presentation and suggested the height be brought down especially
14 on the ground floor.

15
16 Mr. Hurst stated the 17 foot ground floor can be brought down and indicated the modulation brought
17 down the building's scale. He then stated if they were to maintain a 45 foot height across the entire
18 building, it would appear more massive with a 17 foot ceiling height being standard for ground floor retail.
19 The Board Members stated that is not typical in Winnetka. Mr. Hurst added they went to great lengths to
20 break down with building's modulation to mirror the business district's individual storefronts.

21
22 Mr. Ritter commented it is a good looking building and he would prefer the use of brick instead of
23 terracotta. He also agreed with Ms. Niehoff's comments relating to the first floor height. Chairperson
24 Moor added the drama could work against them and minimizing the shock of the change would be better
25 for the community. Mr. Konstant suggested the use of a timber frame which could add to the building's
26 historical aspect. Mr. Hurst responded they are investigating it. Ms. Meiners commented she liked the
27 modulations with the corner piece being the most important part. She referred to discussions relating to
28 One Winnetka and how to make it feel more inviting. Ms. Meiners added the material and some of the
29 building's elements are not right for this corner. Ms. Niehoff asked for additional information relating to
30 glass. Mr. Hurst responded while it is too early in the process to make a definite decision, he described
31 some of the options they are considering. He confirmed they planned to make sure the corner is an active
32 space meant to serve the community which he described as a forward way of thinking in terms of its
33 architecture. Ms. Niehoff asked the applicant to consider how the building would appear at night in terms
34 of lighting intensity.

35
36 Chairperson Moor described the request as a significant departure in terms of what has been there and
37 they need to tread carefully with regard to how it communicates. Ms. Meiners added that warmth should
38 be retained. Chairperson Moor stated they do not want the building to appear to be a big downtown
39 corporate feeling office building which would not be appropriate for the Village and reiterated the use of
40 brick would contribute to its warmth. Mr. Hurst asked the Board if they would prefer more transparency.
41 Ms. Niehoff referred to the amount of glass and suggested less glass be used and to adjust the limestone
42 spandrel.

43
44 Mr. Boroumand stated the limestone treatment use for the building base has been used as a feature in
45 the Village and bringing new material to the community would be positive for the community. He
46 indicated it would otherwise be more difficult to maintain the building in the future and with regard to 17
47 foot ground floor height, it would only be 13-14 feet inside due to the mechanicals. Mr. Boroumand then
48 stated the building height can be lowered by a couple of feet and the glass scale reduced and the spandrel

1 increased. He also stated lighting would be controlled and would be dimmed at night. Mr. Boroumand
2 stated they wanted the building to appear as a lantern at night for the community but modifications can
3 be made in that regard. He confirmed they planned to take the Board's comments into consideration. He
4 added they felt the terracotta would have been a nice option over the use of brick.

5
6 Chairperson Moor asked if there were any comments from the public. No comments were made at this
7 time. She then called the matter in for discussion.

8
9 Chairperson Moor then asked for a motion to continue the matter with the condition the applicant take
10 into consideration a limestone and brick façade versus terracotta, minimizing the first floor height and
11 minimize the amount of glass. She also stated the Board's consensus is that while they want to move
12 forward into the future, the Village is not downtown Chicago, etc. A motion as stated by Chairperson Moor
13 was made by Mr. Duda. Mr. Schoon noted the matter would need to be continued to a date certain with
14 the Board's next meeting being November 16, 2023, and to discuss a quorum for that meeting. The Board
15 Members confirmed their availability. Ms. Niehoff seconded the motion.

16 AYES: Duda, Konstant, Meiners, Moor, Niehoff, Ritter

17 NAYS: None

18
19 ***

**Winnetka Design Review Board/Sign Board of Appeals Meeting Minutes Excerpt
November 16, 2023**

Members Present:

Katie Moor, Chairperson
Maggie Meiners
Heather Niehoff
Michael Ritter

Members Absent:

Fritz Duda
Paul Konstant

Village Staff:

David Schoon, Director of Community Development
Davorka Kirincic, Building and Code Enforcement
Manager

a. Case No. 23-05-PD: 791 Elm Street - Chase Bank Preliminary Planned Development: Certificate of Appropriateness to allow construction of a new three-story commercial building as part of a planned development. The Village Council has final jurisdiction over this request. This item was continued from the October 16, 2023, Design Review Board meeting.

Mr. Schoon provided the application's background to the Board and the conclusions reached. He stated the matter was continued to the November 2023 meeting to allow the applicant to respond to the Board's comments. Mr. Schoon provided a detailed overview of the application's changes and referred to the design guidelines to be considered as well as summarized how the presentation would proceed. He then asked if there were any questions. No questions were raised at this time.

Chairperson Moor asked for the applicant's presentation. Scott Hurst of Gensler & Associates introduced himself to the Board and referred to the proposed and revised elevations noting the 45 foot height was reduced with the bulk of the building being below 45 feet in height. He also stated the materials were changed to brick and limestone and the windows are now double hung windows. Mr. Hurst stated the window head was changed to 12 feet 3 inches with a limestone sill at the base. He also described specifically how the ground floor windows were changed and the changes made to the building's bookends, modified limestone articulation and brick above to provide a different character than the rest of the building as well as other modifications made such as to the awnings and planter boxes. Mr. Hurst reiterated only the corner elements measured 45 feet in height.

Mr. Hurst explained the rationale surrounding the height adjustment for the ground floor windows and ceiling heights. He referred the Board to an illustration of a bulk comparison of the existing and proposed building and referred to the datum line of the buildings across the street which were considered. Mr. Hurst explained how they addressed the building being a significant gateway corner into the central business district and referred to the use of a smaller scale brick as well as various illustrations of different street views. Mr. Hurst summarized their attempt to consider the design guidelines, the proposed materials, consideration of surrounding buildings, etc. and asked if there were any questions. He added they have a material sample board available for the Board's review.

Ms. Meiners referred to the side of the building and asked if there are revised windows on that elevation. Mr. Hurst confirmed that is correct in order to not have a blank façade. Ms. Meiners commented the

1 building is beautiful and expressed her concern with regard to the brick. She then stated she appreciated
2 the applicant's attempts to address the Board's comments. Mr. Hurst confirmed there would be visibility
3 into the space and with regard to the proposed brick, they planned to work a brick detailer to provide a
4 quality project.

5
6 Mr. Ritter asked if the awnings would be on the southwest corner. Mr. Hurst confirmed that is correct as
7 well as the northeast corner. He also thanked the applicant for revising the building based on their
8 comments and commented it is a good looking, high quality building. Ms. Niehoff agreed with the
9 comments made and stated she appreciated the height change and the presentation in connection with
10 comparisons to the surrounding buildings. She referred to the corner view and asked if there is a spandrel
11 element between the second and third floors. Mr. Hurst explained the rationale behind its inclusion. Ms.
12 Niehoff asked the applicant to consider strengthening the spandrel. Mr. Ritter asked if the ceilings would
13 be wood. Mr. Hurst responded the entire structure would be a timber structure and the mechanicals
14 would be hidden. Ms. Niehoff asked how much of the ground floor would be dedicated to bank functions.
15 Mr. Hurst confirmed it would all be bank space similar to what existed today. He then provided the Board
16 with the window and other material samples. The Board Members discussed their preference in terms of
17 the brick color and size. Mr. Hurst noted there would be an ornamental fence on the northwest side of
18 the site to shield the mechanical equipment.

19
20 Chairperson Moor also thanked the applicant for making revisions to the project to address the Board's
21 concerns. She then asked if there were any public comments. No comments were made at this time.

22
23 Chairperson Moor asked for a motion to recommend approval of a Certificate of Appropriateness for the
24 design of the proposed three story commercial building on the subject property. A motion as stated by
25 Chairperson Moor was made by Ms. Meiners and seconded by Ms. Niehoff. A vote was taken and the
26 motion unanimously passed:

27 AYES: Meiners, Moor, Niehoff, Ritter

28 NAYS: None

29
30 ***

**WINNETKA PLANNED DEVELOPMENT COMMISSION SPECIAL MEETING MINUTES EXCERPT
JANUARY 22, 2024**

Members Present: Matt Bradley, Chairman
Jonathan Alt
Mamie Case
Layla Danley
Chris Foley
Lynn Hanley
Mike Nielsen
Todd Vender

Members Absent: Liz Kunkle

Village Staff: David Schoon, Director of Community Development
Ann Klaassen, Assistant Director of Community Development

Attorney Present: Courtney Willits

a. Case No. 23-05-PD: 791 Elm Street - JPMorgan Chase Bank - Preliminary Planned Development:
An application seeking the following approval of subdivision and zoning relief to allow the construction of a new three-story commercial-use building: (1) a plat of consolidation to create one lot of record; and (2) preliminary planned development plan approval with the following zoning exceptions and special use approvals: (a) an exception from the maximum permitted building height; (b) an exception from the maximum front yard setback requirement; (c) an exception from the maximum corner yard setback requirement; (d) an exception from the minimum interior side yard setback requirement; (e) an exception from the minimum rear yard setback requirement; (f) an exception from the rear yard landscaped area requirement; (g) a special use to allow parking at street level; (h) a special use to allow a bank use within the C-2 Commercial Overlay District. The Village Council has final jurisdiction on this request.

Ms. Klaassen provided an overview of the site information and the overall project, the planned development process, the Village Council's comments during the concept plan review, the Design Review Board's review and recommendation and a summary of the zoning relief being requested. She then identified the three components of the property's planned redevelopment which include ground floor retail bank and a lobby measuring approximately 8,500 square feet with corporate offices on the second and third levels measuring approximately 18,000 square feet and outlined the proposed parking.

Ms. Klaassen explained the three step planned development process noting the applicant is at the second step of the process – preliminary plan. She stated the proposed project being presented to the Commission is generally consistent with the site layout and building floor plans the Village Council reviewed in June 2023 noting the building façade changed in response to comments received. Ms. Klaassen then outlined the Council comments/issues for the applicant to consider during the review process relating to the design materials, the proposed height, reconsideration of the parapet height and additional articulation to minimize the height appearance. She also stated the applicant was asked to be mindful with regard to parking.

1 Ms. Klaassen stated the Design Review Board (DRB) made a recommendation for approval and following
2 this Commission's review and recommendation regarding the zoning relief being requested, the Village
3 Council would consider the project and if the preliminary planned development is approved, the applicant
4 would be required to submit all the necessary documents for final approval. She stated during the final
5 review process, the Village Council could find it necessary to refer the project back to the DRB or the
6 Planned Development Commission if they feel it is necessary, otherwise only the Council will review the
7 final plan. Ms. Klaassen then provided a summary of the DRB's project review and their comments with
8 the applicant then revising the building's design. She noted the DRB recommended approval included the
9 overall building height being reduced in several areas as well as a reduction of the window sizes.

10
11 Ms. Klaassen identified the pedestrian and vehicular entrances with the vehicular access points being
12 consolidated. She stated the applicant would provide the 31 parking spaces required by code while also
13 adding an additional on-street parking space on Green Bay Road. Ms. Klaassen summarized the Village's
14 commercial parking requirements for new buildings and informed the Commission that the applicant
15 submitted parking and traffic studies. Ms. Klaassen then described the current parking use by the
16 applicant's employees and their use of parking passes and permits. She stated the Village's Director of
17 Engineering found the parking and traffic studies met the standard methodology for such studies and
18 found the proposed development would not create an adverse impact on traffic and parking. Ms. Klaassen
19 then described the proposed streetscape improvements and light fixtures which are consistent with the
20 Village's streetscape plan. She also described the trees which would be removed and replaced along with
21 additional landscaping in bump-outs on Elm Street as well a description of landscaped areas at the
22 northeast corner of the site and at the corner of Elm and Green Bay Road.

23
24 Ms. Klaassen identified the existing utility pole at the northwest corner of the site in an illustration which
25 serves neighboring properties and would remain, while also noting a pad mounted transformer in the
26 same location and trash and recycling containers would be screened with decorative fencing. She
27 informed the Commission the applicant is working with Village staff, legal counsel, and the Water and
28 Electric Department with regard to a utility easement for the transformer and the existing utility pole as
29 well as considering the use of the easement in terms of future developments. She also explained that
30 storm water detention is not required for the development due to the fact that the site is currently
31 covered with impermeable surface.

32
33 Ms. Klaassen identified the zoning exceptions and special use approvals required for the property relating
34 to the plat of consolidation, height exceptions, setback exceptions, minimum rear yard setback and the
35 proposed street level parking special use permit, all of which she described in detail. She also stated the
36 retail bank use on the ground floor required special use approval noting there would be no drive-through
37 facility. Ms. Klaassen stated in terms of compensating benefits, the applicant will elaborate on those
38 during its presentation.

39
40 Ms. Klaassen then referred to the standards the Commission is to consider and identified the next steps
41 in the approval process with draft motions included in the agenda packet. She asked if there were any
42 questions.

43
44 Chairman Bradley also asked if there were any questions. Ms. Danley asked what the current corner and
45 side yard setbacks are. Ms. Klaassen identified the setbacks in an illustration for the Commission and
46 referred to the plat of survey on page 73 with the existing building being located on the property line
47 along Elm Street and Green Bay Road with the exception of the corner at Elm and Green Bay. She noted
48 the existing building is setback at the corner, similar to the condition being proposed at that corner. Ms.

1 Hanley asked if there is existing access to the alley. Ms. Klaassen responded currently parking is located
2 in that area so there is not access to the alley today. She noted the proposed plan included access being
3 prohibited to the alley with signs to be posted.
4

5 Chairman Bradley swore in those speaking to this matter. Scott Hurst of Gensler Architects, Christopher
6 McKenna, JPMorgan Chase Project Manager, Brendan Penny, Meltzer Purtil & Stelle and Michael
7 Werthmann, KLOA, introduced themselves to the Commission. Mr. McKenna provided the Commission
8 with a project overview noting their business has grown and the existing building no longer
9 accommodated their operations. He stated a bank has occupied the site for over 100 years and described
10 the construction timeline which is to be completed by the end of 2025. Mr. McKenna described the
11 proposed building and parking and identified the proposed building materials.
12

13 Scott Hurst referred to an illustration for the special exception diagram and illustration of the proposed
14 building. He also referred to the side yard setback request noting a zero lot line will not be maintained
15 and the setback would be less than 3 feet from portions of the west property line because the property
16 line is not perpendicular to the south property line or parallel with the east property line. Mr. Hurst stated
17 with regard to the rear yard setback, a 10-foot setback would be maintained above grade and below grade
18 parking would be built to the lot line to maximize the parking program. He stated with regard to
19 landscaping, a 5-foot minimum landscape area is required for the rear lot line and there would be no
20 landscaping provided at the rear to the north with the parking lot extending to the north lot line.
21

22 Mr. Hurst then identified illustrations of the 24 below grade parking spaces, the retail branch on the Elm
23 and Green Bay Road corner as well as the through lobby connecting to the parking lot to the north, the
24 building entrances and street parking at the site entrance on Green Bay Road. He confirmed there would
25 be a 6 inch curb at the alley entrance designed to allow for emergency vehicle entrance only. Mr. Hurst
26 then described the programming on the second and third floors as well as the solar panel array and green
27 roof system.

28 Mr. Hurst stated in terms of height, he referred to the 45 foot datum line and the discussion relating to
29 breaking up the building scale and rhythm and highlighted the Elm Street road entrance. He noted the
30 roof would be below the 45 foot height limit and described the limestone band around the building base
31 and illustrations of the different parapet heights. He then referred to an illustration of the existing and
32 proposed buildings to compare the height. Mr. Hurst also identified brick and limestone samples to be
33 used along several elevations. He added the materials would wrap around toward the alley entrance.
34

35 Mr. Hurst then identified the rear yard area where the above grade portion of the building is set back
36 considerably from the north lot line noting the area below grade required the setback variation. He also
37 referred to the shadow study performed which concluded there would be no impact to surrounding
38 neighbors. Mr. Hurst then asked if there were any questions and identified the community benefits
39 offered with the proposed development.
40

41 Chairman Bradley asked if the building would apply for LEED Certification. Mr. Hurst responded since the
42 building would exceed LEED Certifications, they may not seek that specific certification and identified the
43 ILFI Core Certification they planned to seek.
44

45 Michael Werthman stated they performed a traffic and parking study and identified 31 parking spaces
46 provided by the proposed development which represented a 55% increase over the current condition and
47 identified the parking space use. He noted the parking spaces would be sufficient to accommodate
48 customers and clients with there being additional parking available surrounding the site which he

1 described many trips to the site being part of multi-purpose trips to the business district. Mr. Werthmann
2 identified the areas where employees would park reiterating the 31 parking spaces provided met the
3 Village code. He noted the Village Engineer is comfortable with their findings and asked if there were any
4 questions. No questions were raised at this time.

5
6 Brendan Penny recapped the request the Commission is being asked to consider and referred to the
7 standards and their responses submitted. He then asked if there were any questions. No questions were
8 asked at this time.

9
10 Chairman Bradley stated the Commission would first discuss parking. Mr. Alt stated the amount of
11 employees onsite would result in a parking deficit. Mr. Werthmann responded the bank would need 16
12 additional parking spaces and stated following a survey of the public parking lots in the West Elm district,
13 they determined there would be a sufficient amount of parking and explained how the conclusion was
14 reached. Chairman Bradley asked if there were comparables in terms of retail users who would use
15 underground parking versus bank patrons. Mr. Werthmann identified the number of times wealth
16 management clients would be directed to use underground parking. He referred to possible surface
17 parking signage directed toward surface parking clientele and the possible consideration of timed parking.
18 Member Vender questioned whether an additional vehicle charging station would be added with the one
19 charging space being included as part of the proposal. Mr. Hurst responded it can be considered in the
20 future. Ms. Case asked how patrons would know if underground parking is available. Chairman Bradley
21 referred to Figure 13 on page 17. Mr. Hurst responded they are comfortable there would be parking
22 available and they can explore technology to alert whether parking is full.

23
24 Ms. Hanley asked if all parking spaces would be available to bank customers only or to the public as well.
25 Mr. Werthmann responded all except for five, which would only be available for senior bank employees,
26 would be available to bank customers, and the EV parking space would be open to the public. Ms. Hanley
27 asked if the garage door would only be open during bank hours. Mr. Hurst confirmed it would remain
28 open during bank hours only. Ms. Hanley referred to the traffic study and with the increased use, she
29 asked if there would be difficulty with left turns exiting the lot. Mr. Werthmann explained how traffic
30 would maneuver on the site. Ms. Danley asked the applicant to incentivize ways for customers to park in
31 allotted areas. Mr. Werthmann stated it would be the responsibility of the bank to alert customers where
32 to park. No additional questions were raised at this time.

33
34 Chairman Bradley stated the Commission would now discuss height. Member Vender stated the height is
35 fine. Ms. Hanley asked if the solar panels would be visible and asked how the green roof would be
36 accessed. Mr. Hurst identified how the green roof would be accessed and stated they are discussing ways
37 to minimize the solar panel visibility noting the parapets would provide a screening benefit. Ms. Hanley
38 suggested green roof elements not be visible from the street. Mr. Hurst identified the plantings which
39 would not be visible from the street and which are still under discussion. He noted the height exceptions
40 related to the parapets and the building's architectural features.

41
42 Chairman Bradley asked for an explanation of the DRB's request for the building height reduction. Mr.
43 Hurst explained the features and mechanicals which were reduced in order to bring down the building
44 height and provided an explanation of the floor to floor ceiling heights. Member Vender questioned how
45 45 feet for four floor height limitation was determined. Mr. Hurst stated four floors at a 45 foot limitation
46 did not take into account the use of mechanical elements.

47
48 Ms. Danley referred to page 37 of 298 and the applicant's response to maintaining certain aspects of the

1 historic structure and modernizing the building's exterior. Mr. Hurst indicated they may relate to a
2 previous proposal for a redesign of a building which predated the existing building. Member Vender asked
3 if the wood ceiling would be visible inside the building. Mr. Hurst explained how they planned to include
4 that design element. Mr. Alt asked the applicant if they considered two levels of underground parking.
5 Mr. Hurst responded it would have been cost prohibitive. Chairman Bradley questioned the construction
6 plans for the site. Mr. Hurst explained how the general contractors are being considered and how they
7 would maintain the site.

8
9 Chairman Bradley asked if there were any comments from the public. He swore in those speaking to this
10 matter.

11
12 Earl Fry asked if the EV would be a level 3 charger. He referred to the number of parking spaces and
13 explained his difficulty in finding parking with the bank's current lot being used by non-bank customers
14 and asked how the proposed parking would be policed. No additional comments were made at this time.

15
16 Chairman Bradley called the matter in for discussion and identified the items the Commission is to
17 consider. Mr. Vender stated there is not a lot which is controversial in the application and commented he
18 liked the design and product. He stated all of the parking concerns he had were addressed and agreed
19 with the suggestion of the use of the fastest EV charger and the limitation in terms of client parking and
20 timed parking. Mr. Foley stated his questions were also answered during the presentation. Ms. Hanley
21 agreed with the comments made and stated her questions related to height were addressed by the
22 comparison illustration. She agreed parking is a concern and questioned how it would be managed. Ms.
23 Hanley agreed with the recommendation of a fast EV charger and parking signage. Ms. Danley stated the
24 applicant's response to the DRB resulted in a more natural development. She referred to left turns exiting
25 the lot and asked if there is a Village limitation of having a smaller vehicle park to the south and if it
26 represented a safety issue. Mr. Schoon responded in order to create space exiting a driveway, there is a
27 minimum amount of space needed in that area which can be limited to use by compact vehicles. He also
28 stated he is not aware of the area being currently designated for compact vehicles only in terms of safety
29 issues. Mr. Schoon noted the Village Engineer considered the design, traffic and parking study and did not
30 find it to be an issue and if there is an issue later, it can be adjusted.

31
32 Mr. Nielsen stated he would be in favor of the request and his questions relating to height were also
33 addressed. He also stated there would be more parking spaces which would be achieved with
34 underground parking being made available. Mr. Nielsen stated the EV space being a public benefit would
35 be well used and suggested an additional EV space in the underground parking lot. He concluded by stating
36 he would be in favor of the request. Ms. Case stated she is not concerned with the plat consolidation, the
37 front yard setback and rear yard setback although she is concerned with parking. She suggested
38 employees be required to use the underground parking which would free up on-street parking. Mr. Alt
39 agreed with the comments made and described the proposal as well thought out with amenities. He
40 referred to the additional amount of parking and the curb prohibiting alley access. Mr. Alt also agreed
41 with Ms. Case's suggestion to have employees park underground and suggested not installing the EV
42 charging space which would lend to an additional parking space being available. Chairman Bradley agreed
43 with the comments made and stated he is also in support of the request although he is challenged with
44 standard (a). He then identified the standards and special use which have been met. Chairman Bradley
45 referred to the parking space gain as a result of the development and agreed with the suggestion of a
46 faster EV charger.

47
48 Chairman Bradley asked for a motion to continue the request to their next meeting date of February 7,

1 2024, to recommend approval of the request. The Commission Members discussed their availability and
2 alternate meeting dates. Chairman Bradley asked for a motion to continue the application to February 21,
3 2024. A motion was made by Member Vender and seconded by Member Danley. A vote was taken and
4 the motion unanimously passed, 8 to 0:

5 AYES: Alt, Bradley, Case, Danley, Foley, Hanley, Nielsen, Vender

6 NAYS: None

7
8

1 WINNETKA PLANNED DEVELOPMENT COMMISSION SPECIAL MEETING MINUTES EXCERPT
2 FEBRUARY 21, 2024
3

4 **Members Present:**

Matt Bradley, Chairman
Jonathan Alt
Layla Danley
Chris Foley
Lynn Hanley
Mike Nielsen
Todd Vender

11
12 **Members Absent:**

Mamie Case
Liz Kunkle

14
15 **Village Staff:**

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

18
19 ***
20

21 **Continued Applications:**

22 a. **Case No. 23-05-PD: 791 Elm Street - JPMorgan Chase Bank - Preliminary Planned Development:**
23 An application seeking the following approval of subdivision and zoning relief to allow the construction
24 of a new three-story commercial-use building: (1) a plat of consolidation to create one lot of record;
25 and (2) preliminary planned development plan approval with the following exceptions and special use
26 approvals: (a) an exception from the maximum permitted building height; (b) an exception from the
27 maximum front yard setback requirement; (c) an exception from the maximum corner yard setback
28 requirement; (d) an exception from the minimum interior side yard setback requirement; (e) an
29 exception from the minimum rear yard setback requirement; (f) an exception from the rear yard
30 landscaped area requirement; (g) a special use to allow parking at street level; and (h) a special use to
31 allow a bank use within the C-2 Commercial Overlay District. The Village Council has final jurisdiction
32 on this request. This item was continued from the January 22, 2024, Planned Development Commission
33 special meeting.

34 Ms. Klaassen outlined both the public and commission comments made at the January 22, 2024, meeting.
35 She stated the Commission expressed support of the project, the requested zoning exceptions and special
36 uses for street level parking and the financial use in the commercial overlay district. Ms. Klaassen
37 described the bulk of the discussion which related to surface and underground parking and the inclusion
38 of additional EV chargers in the underground parking garage. She referred to the applicant's response to
39 the comments made which are included in the agenda packet and summarized the applicant's proposed
40 plan modifications. Ms. Klaassen then outlined the public benefits the Applicant proposed for the project.

41
42 Ms. Klaassen informed the Commission Members of their options for addressing the application and
43 noted draft recommendations are included in the agenda packet. She then asked if there were any
44 questions.

45
46 Chairman Bradley asked if the EV parking space in the lower level is no longer counted as a public benefit.
47 Ms. Klaassen responded underground parking is intended for only the applicant's customers and
48 employees, not the general public. No additional questions were raised at this time.

1 Chairman Bradley swore in those speaking to this matter. Hal Francke of Meltzer Purtill & Stelle, Mike
2 Spence of Riverside Investment and Development and Angela Harper of Gensler Architects introduced
3 themselves to the Commission. Mr. Francke stated the team is present to answer questions and they have
4 no problem with the conditions made to the revised plan as a result of the comments made. He also stated
5 they received a memo from Ms. Klaassen with comments from Ms. Kunkle, and he responded to her
6 comments. In response to one of Ms. Kunkle's comments, Ms. Harper identified the night rendering
7 showing the intent of the building lights. Ms. Harper then described how the proposed lighting would be
8 used for the building.

9
10 Chairman Bradley referred to the prior parking concern and questioned the 30-minute parking duration.
11 Mr. Spence confirmed all surface level parking would be limited to 30 minutes and it is their intent to
12 monitor it. Ms. Danley referred to the prior discussion relating to private wealth clients to inform them to
13 park on the lower level. Mr. Spence confirmed that is correct.

14
15 Chairman Bradley asked if there were any public comments. No public comments were made at this time.
16 He then called the matter in for discussion.

17
18 Mr. Foley stated consistent with the prior meeting's discussion, his questions related to permitted building
19 height and stated he had no issues with rear yard setback and landscape requirements noting the parking
20 situation has been addressed. He added the retail banking special use is an existing use and is consistent.
21 Mr. Foley confirmed he is in support of the recommended conditions. Ms. Danley stated she also is in
22 support of the request and referred to the modifications the Applicant has made to the building height.
23 She concluded she is in favor of approval with the conditions. Mr. Vender stated he is also in favor of the
24 request and referred to the alleyway curb cut which he described as satisfactory and parking being
25 available. Ms. Hanley stated the conditions are acceptable and it would be an attractive and nice addition
26 to the Village. Mr. Nielsen stated he is in favor of the request and the conditions and referred to the prior
27 discussion relating to height and setbacks noting most of the building would sit in the same footprint as
28 the existing footprint. He referred to the applicant's agreement to advise the private wealth clients to
29 utilize underground parking and concluded he is in favor of the request. Mr. Alt stated he is in full support
30 of the request. Chairman Bradley stated he is also in support of the request and referred to the
31 Commission's suggestion that the EV charger be relocated or eliminated from the surface lot to free up
32 parking for bank customers, but that the remaining public benefits are good and stated the site
33 represented an opportunity to achieve public benefits for the unique environment.

34
35 Chairman Bradley then asked for a motion to recommend approval as indicated on page nos. 12-14. A
36 motion to recommend approval of the request was made by Mr. Nielsen and seconded by Mr. Vender. A
37 vote was taken and the motion unanimously passed, 7 to 0:

38 AYES: Alt, Bradley, Danley, Foley, Hanley, Nielsen, Vender

39 NAYS: None

40
41 ***