



Village of Winnetka

Village Council Regular Meeting

June 18, 2024 at 7:00 PM
Village Hall
510 Green Bay Road

AGENDA

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Quorum**
 - a. July 2, 2024 Regular Meeting - Cancelled
 - b. July 9, 2024 Study Session
 - c. July 16, 2024 Regular Meeting
4. **Public Comments**
5. **Reports**
6. **Presentations**
 - a. Proclamation for Rotary's 100th Anniversary
7. **Establishment of Consent Agenda**
8. **Approval of Consent Agenda**
 - a. Approval of Warrant List Dated May 17, 2024 - May 30, 2024
 - b. Resolution No. R-55-2024: Approving Closed Session Minutes, Determining the Need to Keep Minutes of Certain Closed Meetings of the Village Council Confidential, and Authorizing the Destruction of Verbatim Recordings of Certain Closed Meetings of the Village Council (Adoption)
 - c. Resolution No R-56-2024: Waiving Bidding Requirements and Awarding a Contract to RESCO for the Purchase of a 1000 kVA Transformer (Adoption)
 - d. Resolution No. R-57-2024: Approving and Authorizing a Class P Liquor License for Kemper Sports Management, LLC (1300 Oak Street) (Adoption)
 - e. Resolution No. R-58-2024: Approving Change Order No. 3 to the Contract with Dimeo Brothers, Inc. for Construction Services for the North of Willow Road Stormwater Storage Project (Adoption)
9. **Ordinances and Resolutions**

NOTICE

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

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

- a. 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) (Adoption)
- b. Resolution No. R-54-2024: Approving a Development Agreement (791 Elm Street) (Chase) (Adoption)
- c. Ordinance No. M-09-2024: Granting an Amendment to a Special Use Permit, Variations from the Winnetka Zoning Ordinance, and a Certificate of Appropriateness for the Construction of Improvements to an Existing Playground Within the R-4 Single Family Residential District (1155 Oak Street) (Introduction/Adoption)

10. Old Business

11. New Business

12. Appointments

13. Closed Session

14. Adjournment



PROCLAMATION

WHEREAS, the establishment of the Rotary Club of Winnetka-Northfield since 1924 has provided Winnetka and the surrounding areas with volunteer support since its founding; and

WHEREAS, the Rotary Club of Winnetka-Northfield has played a crucial role in making the community a better place to live and work through its hands-on and fundraising efforts, including an annual Kids Against Hunger food packing events that has packed over 1 million meals and an annual Operation Warm project that provides new winter coats and shoes to children living in need; and

WHEREAS, the Rotary Club of Winnetka-Northfield has provided financial support to areas around the world that are experiencing natural disasters through Rotary's Shelter Box program as well as collaboration with other Rotary Clubs internationally including projects in in Uganda, Kenya, Bolivia, Vietnam, Haiti, Turkey, Syria, Guatemala, Ukraine, Morocco, and other countries, and

WHEREAS, the Rotary Club of Winnetka-Northfield has provided annual contributions to The Rotary Foundation in support of humanitarian projects and the End Polio initiative of Rotary International, and

WHEREAS, the Rotary Club of Winnetka-Northfield has demonstrated its commitment to making a positive difference in the community through the promotion of volunteerism and financial support of local non-profits through its Community Grants program, supporting annual grants to local and regional nonprofits, including The Volunteer Center, Counseling Center of the North Shore, SamaraCare, Erika's Lighthouse, Community House-Winnetka and many others, and

WHEREAS, 2024 marks the 100th year that the Rotary Club of Winnetka-Northfield has been serving the Winnetka and Northfield communities and sites around the world with its projects; and

NOW THEREFORE, the Council of the Village of Winnetka does hereby proclaim June 20, 2024 as "Rotary Club of Winnetka-Northfield Day" in honor of its 100th Anniversary and extends sincere congratulations to the Rotary Club of Winnetka-Northfield board of directors, members, volunteers, and supporters, past and present, for their century of service to the community, ensuring a bright future for Winnetka for generations to come.

Christopher Rintz, Village President

Dated: June 18, 2024



Agenda Item Executive Summary

TITLE: Approval of Warrant List Dated May 17, 2024 - May 30, 2024

PRESENTER: Robert M. Bahan

AGENDA DATE: June 18, 2024

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

None.

EXECUTIVE SUMMARY:

The Warrant List Dated May 17, 2024 - May 30, 2024.

RECOMMENDATION:

Consider Approving the Warrant List Dated May 17, 2024 - May 30, 2024.

ATTACHMENTS:

None



Agenda Item Executive Summary

TITLE: Resolution No. R-55-2024: Approving Closed Session Minutes, Determining the Need to Keep Minutes of Certain Closed Meetings of the Village Council Confidential, and Authorizing the Destruction of Verbatim Recordings of Certain Closed Meetings of the Village Council (Adoption)

PRESENTER: Kristin Kazenas

AGENDA DATE: June 18, 2024

CONSENT: Yes

ITEM TYPE: Approval of Agenda

ITEM HISTORY:

None.

EXECUTIVE SUMMARY:

Pursuant to Section 2.06 of the Open Meetings Act (OMA) , the Village must create a verbatim recording of its closed session meetings. The primary purposes of the verbatim recording requirement is to (i) assist public bodies in the preparation of their closed session minutes and (ii) to allow the Attorney General or a court to review what was discussed in closed session should someone challenge the authority of a public body to discuss a certain matter in closed session. However, the General Assembly did not intend for public bodies to keep verbatim recordings indefinitely. Section 2.06(c) provides that public bodies may destroy their verbatim recordings 18 months after the meeting at issue provided that the minutes are approved and the Council authorizes their destruction.

The Village's longtime practice has been to authorize the destruction of verbatim recordings when eligible to do so. Accordingly, the proposed resolution would authorize the destruction of verbatim recordings that are older than 18 months in accordance with the OMA, approve all minutes of closed meetings of the Village Council that have taken place between December 12, 2023 and April 9, 2024, as outlined in Exhibit A; and determine that a need for confidentiality remains as to certain closed minutes, as outlined in Exhibit B. Finally, the resolution authorizes public inspection of the written minutes of all closed meetings that took place prior to April 10, 2024, other than the closed meetings that are outlined in Exhibit B, where a need for confidentiality still exists.

RECOMMENDATION:

Consider approval of Resolution No. R-55-2024 Approving Closed Session Minutes, Determining the Need to Keep Minutes of Certain Closed Meetings of the Village Council Confidential, and Authorizing the Destruction of Verbatim Recordings of Certain Closed Meetings of the Village Council.

ATTACHMENTS:

1. R-55-2024 - Approving Closed Session Minutes, Keeping Certain Minutes Confidential, and Authorizing the Destruction of Verbatim Recordings

RESOLUTION NO. R-55-2024

**A RESOLUTION APPROVING CLOSED SESSION MINUTES, DETERMINING
THE NEED TO KEEP MINUTES OF CERTAIN CLOSED MEETINGS
OF THE VILLAGE COUNCIL CONFIDENTIAL, AND AUTHORIZING THE
DESTRUCTION OF VERBATIM RECORDINGS OF
CERTAIN CLOSED MEETINGS OF THE VILLAGE COUNCIL**

WHEREAS, pursuant to the Illinois Open Meetings Act, 5 ILCS 120/1 *et seq.* ("**Act**") the Village Council has, from time to time, conducted meetings that that were closed to the public pursuant to the Act (collectively, the "**Closed Meetings**"); and

WHEREAS, pursuant to the Act, the Village has approved and maintained written minutes of all Closed Meetings; and

WHEREAS, pursuant to Section 2.06(c) of the Act, the Village Council has determined that it will serve and be in the best interest of the Village to destroy the audiotaped verbatim recordings of those Closed Meetings that occurred prior to December 18, 2022; and

WHEREAS, pursuant to Section 2.06(d) of the Act, the Village Council has conducted its semi-annual review of all written minutes of the Closed Meetings of the Village Council; and

WHEREAS, the Village Council has determined that the need for confidentiality remains for certain minutes of Closed Meetings and the audiotaped verbatim recordings of Closed Meetings;

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

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

SECTION 2: APPROVAL OF CLOSED SESSION MINUTES. The President and Village Council hereby approve the closed session minutes of the Village Council from meetings that are identified in **Exhibit A** to this Resolution.

SECTION 3: DETERMINATION OF CONFIDENTIALITY. The President and Village Council have determined that a need for confidentiality still exists with respect to the minutes of all Closed Meetings that are identified in **Exhibit B** to this Resolution.

SECTION 4: PUBLIC INSPECTION OF WRITTEN MINUTES OF CLOSED MEETINGS. The President and Village Council hereby authorizes the public inspection of the written minutes of all Closed Meetings that took place prior to April 10, 2024, other than the Closed Meetings that took place on the dates set forth in Exhibit B to this Resolution.

SECTION 5: DESTRUCTION OF VERBATIM RECORDINGS. The President and Village Council authorize and direct the Village Clerk to destroy all verbatim audio recordings of all Closed Meetings held prior to December 18, 2022.

June 18, 2024

R-55-2024

SECTION 6 : CONFIDENTIALITY OF VERBATIM RECORDINGS. The President and Village Council affirms that a need for confidentiality remains as to the verbatim audio recordings of all Closed Meetings, which verbatim audio recordings will not be made available for public inspection.

SECTION 7: EFFECTIVE DATE. This Resolution shall be in full force and effect from and after its passage and approval according to law.

ADOPTED this 18th day of June, 2024, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

Signed:

Village President

Countersigned:

Village Clerk

EXHIBIT A

APPROVAL OF CLOSED SESSION MINUTES OF THE VILLAGE COUNCIL

December 12, 2023

January 16, 2024

February 6, 2024

February 13, 2024

February 20, 2024

March 5, 2024

April 9, 2024

EXHIBIT B

CLOSED MEETINGS FOR WHICH A NEED FOR CONFIDENTIALITY EXISTS

February 14, 2012	February 5, 2019
March 13, 2012	March 5, 2019
April 17, 2012	June 4, 2019
November 8, 2012	August 6, 2019
January 21, 2014	January 7, 2020
October 7, 2014	February 18, 2020
November 18, 2014	March 3, 2020
December 16, 2014	March 10, 2020
January 13, 2015	October 28, 2020
March 3, 2015	December 1, 2020
April 21, 2015	April 13, 2021
May 19, 2015	September 9, 2021
June 2, 2015	September 21, 2021
June 30, 2015	October 19, 2021
July 7, 2015	January 25, 2022
September 15, 2015	February 15, 2022
December 1, 2015	March 10, 2022
February 2, 2016	July 19, 2022
February 16, 2016	September 13, 2022
March 8, 2016	October 6, 2022
April 5, 2016	October 11, 2022
April 19, 2016	November 15, 2022
May 3, 2016	December 6, 2022
December 13, 2016	January 3, 2023
February 7, 2017	January 31, 2023
May 16, 2017	March 21, 2023
June 6, 2017	July 11, 2023
August 1, 2017	December 12, 2023
November 21, 2017	January 16, 2024
December 5, 2017	February 6, 2024
August 21, 2018	February 13, 2024
	March 5, 2024



Agenda Item Executive Summary

TITLE: Resolution No R-56-2024: Waiving Bidding Requirements and Awarding a Contract to RESCO for the Purchase of a 1000 kVA Transformer (Adoption)

PRESENTER: Nicholas Narhi

AGENDA DATE: June 18, 2024

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

At the June 4, 2024, Village Council Meeting, a preliminary plan review of the 791 Elm Street, JPMorgan Chase Bank Planned Development was discussed. The agenda materials referenced the proposed utility easement and the property owner's agreement to pay the entire cost of the transformer, including additional capacity to serve other nearby properties.

EXECUTIVE SUMMARY:

Staff is requesting approval to purchase a 1000 kVA pad mount transformer. JPMorgan Chase Bank has plans to construct a new three-story commercial building on their property located at 791 Elm Street. Due to the extended manufacturing lead times for pad mount transformers, the customer's project team has requested that the Water & Electric Department proceed with ordering the transformer to support their project schedule.

The proposed project will require a 500 kVA transformer. The property owner understands that the long-term goal of the Village is to underground overhead utilities and has granted an easement for the transformer location to be used in the future to service other properties within the immediate area that are currently served from an existing overhead pole mounted transformer. Based on these plans, staff also requested bids for a 1000 kVA pad mount transformer. As part of their Planned Development application, JPMorgan Chase Bank has agreed to pay 100 percent of the costs of the 1000 kVA transformer.

The property owner has agreed to enter into an agreement prepared by the Village Attorney for the purchase of the transformer (Exhibit #1). This agreement affirms the customer's financial commitment to the purchase the transformer including if their project is deferred, changed or canceled. The customer will be remitting payment for the transformer prior to the Village's issuance of a purchase order to the manufacturer.

The Water & Electric Department issued Request For Bid #024-001 for the purchase of one 500 kVA transformer and one 1000 kVA pad mount transformers. The Request For Bid was posted to the on-line bidding service Demand Star and the bid notice was emailed to nine vendors. On the bid opening date, March 20, 2024, staff received a single responsive bid from Resco. Resco bid transformers manufactured by Ermco. Resco bid the 500 KVA unit at a price of \$40,216 and the 1000 KVA

transformer at a price of \$62,642.

The bid document requested firm pricing on the units, but permitted a bidder to submit an escalation policy. This provision was added based on prior bid responses for transformers due to extended manufacturing lead times and market uncertainty. Resco bid a firm price based on receipt of an award within thirty days.

The Village has previously purchased transformers manufactured by Ermco. Resco's bid response contained exceptions to the standard terms and conditions in addition to a few technical requirements. These are summarized as follows:

- Delivery leadtime (i.e. weeks) was not quoted. At the receipt of a purchase order, a production slot is assigned. At the time of the bid submittal, the estimated shipment date was the fourth quarter of 2024.
- Contract language permitting the Village to increase the quantity of transformers ordered was not acceptable. An increase in quantity is subject to Ermco's available production slots.
- Contract language pertaining to the rejection of products was not acceptable. In the case of defective or damaged parts, the products will be returned/replaced per the provisions of the manufacturer's warranty.
- Quoted bid price was only valid for thirty days.
- Different electrical bushing types for the secondary connections will be provided.
- Physical spacing changes to the bushing configuration are required to accommodate the specified internal switches.

Staff recommends accepting Resco's noted exceptions and proceeding with an award.

Due to the extended period of time that has elapsed from the bid opening date, staff has confirmed that Resco will hold the quoted price for the purchase of a single 1000 kVA pad mount transformer, subject to receiving a purchase order by June 28, 2024. Upon receipt of the purchase order, Resco will confirm the estimated shipping date. The estimated shipping date may be delayed to the first quarter of 2025 as opposed to the original estimate of fourth quarter 2024.

Resolution No. R-56-2024, rejects all bids, waives bidding requirements and awards a contract to Resco for the purchase of a 1000 kVA pad mount transformers in an amount of \$62,642, subject to a price adjustment per the contract terms.

RECOMMENDATION:

Consider adoption of Resolution No. R-56-2024, rejecting all bids, waiving bidding requirements and awarding a contract to RESCO for the purchase of a 1000 kVA pad mount transformer in an amount of \$62,642 subject to a price adjustment per the contract terms.

ATTACHMENTS:

1. Exhibit 1: Agreement Between Village of Winnetka and JPMorgan Chase Bank
2. Resolution No R-56-2024: Waiving Bidding Requirements and Awarding a Contract to RESCO for the Purchase of a 1000 kVA Transformer

EXHIBIT 1

AGREEMENT

This **AGREEMENT** ("**Agreement**") is dated as of the Effective Date (as hereinafter defined) 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**").

WITNESSETH:

WHEREAS, Owner is the record title owner of a certain parcel of real estate located at 791 Elm Street, Winnetka, Illinois ("**Property**"); and

WHEREAS, Owner desires to demolish the existing commercial structure and other improvements on the Property and construct a new commercial development and other improvements on the Property (collectively, "**Project**"); and

WHEREAS, the Village operates an electric utility within the Village; and

WHEREAS, due to the size of the Project, Owner has requested the Village to provide and install a transformer that is not typically stocked in the Village's inventory to provide permanent electricity to the Property; and

WHEREAS, to meet Owner's proposed schedule for the Project, it is necessary for the Village to purchase a new transformer; and

WHEREAS, the Project requires a transformer size of 500kVA ("**500 kVA Transformer**"), however, the Village has determined that it is necessary to install a 1000 kVA transformer ("**1000 kVA Transformer**") to serve, in addition to the Owner, adjacent Property customers currently served by the existing overhead system at a later date; and

WHEREAS, Owner, as part of the public benefit it will be providing for the Project, has agreed to pay 100 percent of the costs of the 1000kVA Transformer, which, as of the Effective Date, is expected to be \$62,642.00, with the understanding that if the cost of the 1000 kVA Transformer increases after the Effective Date of this Agreement due to bid prices and price escalation at the time of shipment, Owner will pay such increased costs; and

WHEREAS, Owner voluntarily desires to execute this Agreement relating to the purchase of a new 1000 kVA Transformer to allow the Village to order the necessary transformer to provide permanent electric service to the Property;

IN CONSIDERATION OF the recitals and the mutual covenants and agreements set forth in this Agreement, and pursuant to the Village's statutory and home rule powers, the parties agree as follows:

1. The foregoing Recitals are made a part hereof and incorporated into this Agreement.
2. Owner represents and warrants that it is the sole owner of the Property and has the right to enter into this Agreement.

3. The Village will order the 1000 kVA Transformer, the price for which is subject to escalation prior to shipping. The Owner shall pay to the Village the following amounts:

- a. The final purchase price for the 1000 kVA Transformer, including any price escalation;
- b. The costs charged to the Village to ship and transport the 1000kVA Transformer; and
- c. The costs to install the 1000 kVA Transformer, which installation costs shall include all time spent by Village employees and consultants, billed at their normal hourly rate.

The Village will provide Owner with an invoice ("**Initial Invoice**") detailing the expected full amount of the cost for the 1000 kVA Transformer plus shipping and transport costs, which invoice must be paid by Owner within seven days following receipt of the invoice, regardless of whether Owner ever takes delivery of the 1000 kVA Transformer. The 1000 kVA Transformer will not be ordered until such payment is received by the Village. Any additional costs for the purchase and shipping, and installation cost for the 1000 kVA Transformer, will be invoiced separately, prior to the start of construction and paid by Owner within seven days following receipt of the invoice.

4. Owner acknowledges and agrees that Owner is responsible for the costs incurred under this Agreement regardless of whether there is any delay, changes, or abandonment of the Project.

5. The Village, once it receives it, will install the 1000 kVA Transformer on the Property at a time agreed upon by the parties which coordinates with and reflects the status of Owner's construction of the Project.

6. Owner acknowledges and agrees that this Agreement is solely related to the purchase and installation of the 1000 kVA Transformer and by entering into this Agreement with Owner, the Village is making no representations, guarantees or promises as to the status of the Project or any pending permits. Owner is not and will not be entitled to the issuance by the Village of any permits, including without limitation, any building permits for the Project, pursuant to or as a result of this Agreement. Owner acknowledges and agrees that the Village's agreement to purchase and install the 1000 kVA Transformer, provide the permanent electrical service or enter into this Agreement, is not to be deemed or construed as requiring the Village to approve any plans or issue any further permits or approvals relating to the Project.

7. Owner hereby agrees to release, indemnify, and hold harmless the Village, its agents, servants, officials, attorneys, and employees from and against any and all injuries, damages, claims, liabilities, demands, causes of action, losses, suits, expenses, liabilities, and judgments of any and all nature and kind whatsoever, including without limitation costs, expenses, and attorneys' fees, arising out of, occasioned by, connected with, or in any way attributable to: (a) this Agreement; (b) any action taken by the Village pursuant to or in connection with this Agreement; (c) the 1000 kVA Transformer; or (d) the Village's installation of the 1000 kVA Transformer. The obligations of this section shall not apply to the gross negligence or willful misconduct of the Village.

8. This Agreement contains the entire agreement between the Parties relative to the purchase of the 1000 kVA Transformer. This Agreement may not be amended except in a writing signed by Owner and the Village.

9. This shall be effective as of the date it is signed by the Village (**“Effective Date”**).

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates set forth below their respective signatures, to be effective as of the Effective Date.

ATTEST:

VILLAGE OF WINNETKA

By: _____

By: _____

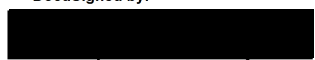
Title: _____

Its: _____

ATTEST:

JPMORGAN CHASE BANK,
NATIONAL ASSOCIATION

By: 
DocuSigned by: 22F7978FCED744E...

By: 
DocuSigned by: 268312DBC35F463...

Title: Executive Director, Design & Construction

Its: Vice President

RESOLUTION NO. R-56-2024

**A RESOLUTION WAIVING BIDDING REQUIREMENTS AND AWARDING A
CONTRACT TO RESCO FOR THE PURCHASE OF A 1000 KVA TRANSFORMER**

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

WHEREAS, JPMorgan Chase Bank, Nation Association ("**Owner**"), is the record title owner of a certain parcel of real estate located at 791 Elm Street, Winnetka, Illinois ("**Property**"); and

WHEREAS, Owner desires to demolish the existing commercial structure and other improvements on the Property and construct a new commercial development and other improvements on the Property (collectively, "**Project**"); and

WHEREAS, the Village operates an electric utility within the Village; and

WHEREAS, due to the size of the Project, Owner has requested the Village to provide and install a transformer that is not typically stocked in the Village's inventory to provide permanent electricity to the Property; and

WHEREAS, to meet Owner's proposed schedule for the Project, it is necessary for the Village to purchase a new transformer; and

WHEREAS, the Project requires a transformer size of 500kVA, however, the Village has determined that it is necessary to install a 1000 kVA transformer ("**1000 kVA Transformer**") to serve, in addition to Owner, adjacent property customers currently served by the existing overhead system at a later date; and

WHEREAS, Owner has entered into an agreement with the Village to reimburse the Village for the 1000 kVA Transformer; and

WHEREAS, RESCO has provided the Village a quote to provide the 1000 kVA Transformer for \$62,642.00, which price may be subject to escalation; and

WHEREAS, the Village Council desires to enter into a contract with RESCO for the Village to purchase the 1000 kVA Transformer in an amount of \$62,642.00, subject to a price adjustment pursuant to the terms described in the contract in **Exhibit A** attached to and, by this reference, made a part of this Resolution ("**Contract**"); and

WHEREAS, the Village Council has determined that it is in the best interests of the Village to (i) waive competitive bidding pursuant to Section 4.12.010.C of the Village Code, Section IV.3.D of the Village's Purchasing Manual, and the Village's home rule authority; and (ii) enter into the Contract with RESCO for the purchase of the 1000 kVA Transformer; and;

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

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

SECTION 2. WAIVER OF COMPETITIVE BIDDING. Pursuant to Section 4.12.010.C of the Village Code, the Village's Purchasing Manual, and the Village's home rule authority, the Village Council waives the requirement of competitive bidding for the procurement of the 1000 kVA Transformer.

SECTION 3: APPROVAL OF CONTRACT. The Village Council hereby approves the Contract with RESCO in substantially the form attached to this Resolution as Exhibit A, and in a final form approved by the Village Manager.

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

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

ADOPTED this 18th day of June, 2024, pursuant to the following roll call vote:

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

Signed

Village President

Countersigned:

Village Clerk

EXHIBIT A

VILLAGE OF WINNETKA

CONTRACT/BID
FOR 1000KVA & 500KVA 208.120 Three Phase Pad-Mount Transformers

Full Name of Bidder:

RESCO - Rural Electric Supply Cooperative

("Bidder")

Principal Office Address:

2250 Pinehurst Dr.

Middleton WI, 53562

Local Office Address:

Same as above

Contact Name: **Tony Ciebell** Telephone: **608-824-6063**

TO: Village of Winnetka
510 Green Bay Road
Winnetka, IL 60093
Attention: **Finance Director**

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

1. Proposal to Deliver Products.

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

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

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

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

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

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

Take Exception. Offering instead: "In the case of products that are defective or damaged, such products shall be returned/replaced per the provisions of the manufacturer's warranty."

2. Contract Price Proposal.

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

Product Item No.	Description of Product to be delivered to Owner	Quantity of Products to be delivered to Owner	Unit Price of Product	Extension
024-001	1000KVA 3PH Pad Xfmr	See pricing form in Attachment A.	\$62,642.00	\$62,642.00
	500KVA 3PH Pad Xfmr		\$40,216.00	\$40,216.00

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

See pricing form in Attachment A.

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

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

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

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

Upon delivery and acceptance of item by the Owner.

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

3. Contract Time Proposal. *** See notes on Bid Submittal pages 17 & 26.

If this Contract/Bid is accepted, Bidder proposes and agrees that Bidder will deliver the Products to Owner not later than _____, 20____.

4. Financial Assurance.

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

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

5. Firm Proposal.

All prices and other terms stated in this Contract/Bid are firm and will not be subject to withdrawal, escalation, or change so long as Owner accepts this Contract/Bid within 60 days after the date this sealed Contract/Bid is opened.

6. Bidder's Representations and Warranties.

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

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

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

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

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

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

7. Acknowledgments.

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

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

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

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

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

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

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

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

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

DATED this 13th date of March 2024

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

Bidder's Name: Rural Electric Supply Cooperative

Doing Business As (if different): RESCO

Signature of Bidder or Authorized Agent: 

(CORPORATE SEAL, IF APPLICABLE)

Printed Name: Jeffrey Kuhle

Title/Position: VP of Administration & CFO

Bidder's Business Address: 2250 Pinchurst Dr.

Middleton, WI 53562

Bidder's Business Telephone: (800) 356-9370 Facsimile: (608) 831-7294

If a Corporation or Partnership, list all Officers or Partners:

<u>Matt Hotzler, Chairman</u>	<u>Matt Hotzler, President</u>	
<u>Bob Hance, Vice Chairman</u>	<u>Jeffrey Kuhle, Assistant Secretary</u>	
<u>Bill McKim, Secretary/Treasurer</u>		

ATTACHMENT A: SPECIFICATIONS – 1000 KVA

1. SCOPE

- a. The three-phase pad-mount transformer design is the basis for this specification.
- b. This specification together with the applicable Transformer Data Sheet provides the technical requirements for the design, manufacture and testing of three-phase pad mounted Transformer.
- c. This specification covers only the general requirements of the transformer.
- d. The electrical characteristics and mechanical features of three-phase dead front, mineral-oil immersed, self-cooled pad-mount, compartmental-type distribution transformers have the following ranges:
 - i. **1000 KVA**
 - ii. 65° C rise
 - iii. 60 Hertz
 - iv. High Voltage: 12.47 Delta
 - v. High Voltage BIL : 95kV
 - vi. Low Voltage : 208/120V

2. CODES AND STANDARDS

- a. All codes and standards referenced in the specification shall be those in effect at the time of Purchase Order award. Deviation from this specification and referenced codes and standards must be authorized in writing from Village of Winnetka/Director of Water & Electric.
 - i. Institute of Electrical and Electronic Engineer (IEEE)
 1. C57.12.00 – Requirements for Liquid-Immersed Distribution, Power, and Regulating Transformers.
 2. C57.12.26 – Pad-mounted Compartmental-Type, Self-Cooled Three-Phase Distribution Transformers for use with Separable insulated High-Voltage Connectors
 3. C57.12.28 – Pad-mounted Equipment – Enclosure Integrity.
 4. C57.12.34-Pad-Mounted, Compartmental-Type, Self-Cooled, Three-Phase Distribution Transformers, 5 MVA and Smaller; High Voltage, 34.5 kV Nominal System Voltage and Below; Low Voltage, 15 kV Nominal System Voltage & Below
 5. C57.12.70 – Terminal Markings and Connections for Distribution and Power Transformers.
 6. C57.12.80 – Terminology for Power and Distribution Transformers.
 7. C57.12.90 – Test code for liquid – Immersed Distribution, Power and Regulating Transformers.
 8. C57.12.91 –Test code for Dry-Type Distribution and Power Transformers.

- ii. National Electrical Manufacturers Association (NEMA)
- iii. American Society of Testing and Materials (ASTM)

3. QUALITY ASSURANCE

- a. Only approved manufacturer listed below:
 - i. ABB
 - ii. Central Maloney
 - iii. Cooper
 - iv. ERMCO
 - v. General Electric
 - vi. Pauwels
 - vii. WEG

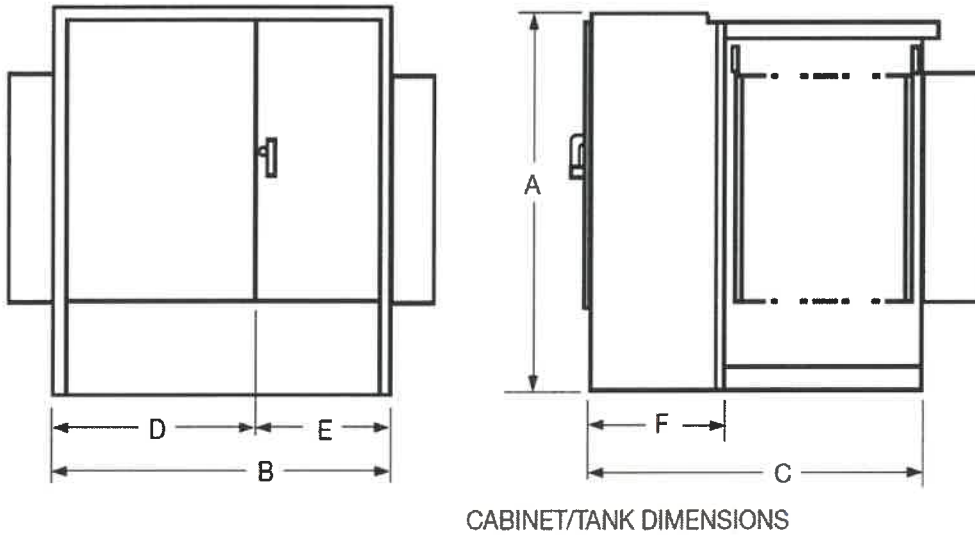
4. TRANSFORMER TECHNICAL REQUIREMENT

- a. Winding Characteristics
 - i. All windings and internal connections shall be copper or aluminum.
 - ii. The transformer shall be designed and constructed to withstand the external short-circuits, as defined by IEEE C57.12.00.
 - iii. Evidence of compliance to these short-circuit requirements as required in C57.12.00 and C57.12.90 shall be submitted to the Village of Winnetka/Director of Water & Electric upon request.
 - iv. The transformer design shall be capable of operating above rated voltage or below rated frequency in accordance with IEEE C57.12.00.
 - v. The impedance shall be as specified on the Transformer Data Sheet. IEEE tolerance shall apply.
 - vi. Amorphous core shall NOT be included in the bid.
- b. HV Compartment
 - i. The transformer shall be furnished with a high voltage compartment located on the left with a v-arrangement as per Figure 2.
 - ii. The high voltage compartment shall be furnished with 200 amp, dead front universal bushing wells and 200 amp load break bushing inserts (Cooper - Catalog Number LBI215 or Elastimold Part Number K1501A1), as per figure 1.
 - iii. A parking stand between the bushing wells shall be provided for attachment of bushing accessories, as per figure 2.
 - iv. Busing dimension shall be constructed as per **Figure 2**.
 - v. A quantity of three(3), three-phase load break switches mounted above bushing wells, with a minimum 200 amp current rating to disconnect bushing and transformer from internal bushing work, as per Figure 4;
 - 1. Line Switch A for H1A, H2A, H3A
 - 2. Line Switch B for H1B, H2B, H3B
 - 3. Xrmr Switch

- c. LV Compartment
 - i. The transformer shall be furnished with a low voltage compartment and shall house the LV connections in the form of **10-hole NEMA spades (at a minimum)** mounted on threaded copper studs, per IEEE C57.12.34
 - ii. Staggered Low-Voltage terminal arrangement as per **Figure 3**.
 - iii. Busing dimension shall be constructed as per **Figure 3**.
- d. Cabinet
 - i. Tamper resistance shall be enhanced by continuous steel baffling on all edges of the hood and sill without the use of welded or bolted on parts.
 - ii. Dimension of cabinet shall be constructed as per **Figure 1**.
 - iii. Designed to meet NEMA TR -2013 Audible Sound Levels
- e. Insulating Fluid
 - i. The insulating fluid shall be mineral oil.
 - ii. The transformer insulating fluid shall be certified to contain no detectable PCB's (<1 PPM) at the time of shipment and the nameplate shall be so labeled.
 - iii. Non-P.C.B. sticker shall be mounted in LV compartment.
- f. Tank Design
 - i. Tanks shall be constructed of heavy gauge steel with welded seams, IEEE C57.13.26.
 - ii. Tank design shall include sufficient expansion volume to allow operation under specified load conditions.
 - iii. Lifting provisions shall be provided at two or four points on the tank depending on size
- g. Cooling System
 - i. The transformer shall be self-cooled
- h. Grounding Provisions
 - i. All non-energized metallic components of the transformer shall be grounded.
 - ii. Tank grounding provisions shall consist of two ground pads.
 - iii. Ground pads shall be per IEEE standards.
- i. Nameplates
 - i. Transformer shall be furnished with a non-corrosive diagrammatic nameplate, permanently attached with non-corrosive hardware. The diagrammatic nameplate shall include the name of the manufacturer of the equipment as well as the location where the transformer was manufactured and tested.
 - ii. The nameplate shall contain all connection and rating information in accordance with IEEE C57.12.00 nameplate A, plus the type and quantity of fluid, and the date of manufacture.
- j. Exterior Finish
 - i. The transformer painting system shall be in compliance with IEEE C57.12.28. The finish shall be Munsell No. 7GY/3.2/1.5.green

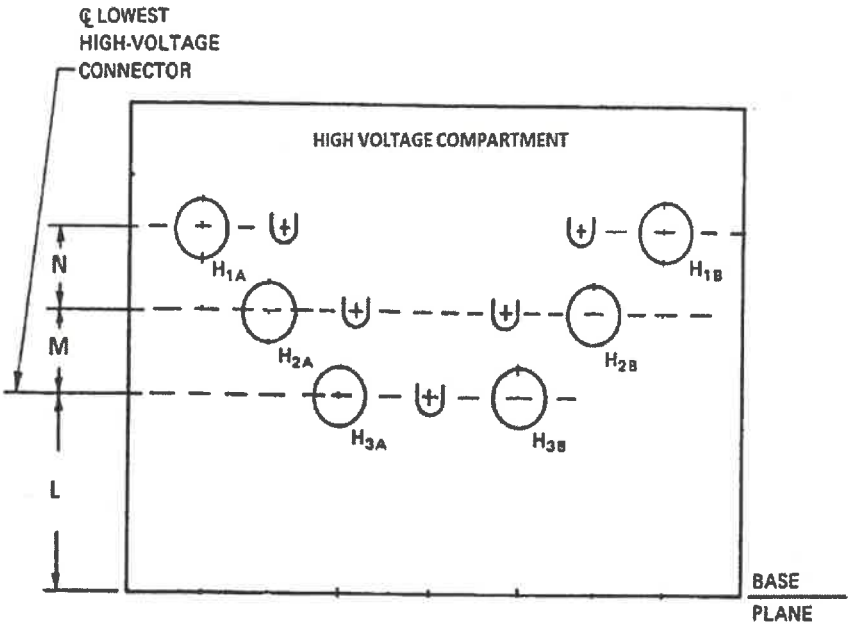
k. Reference Drawings:

Figure #1
Exterior Dimensions



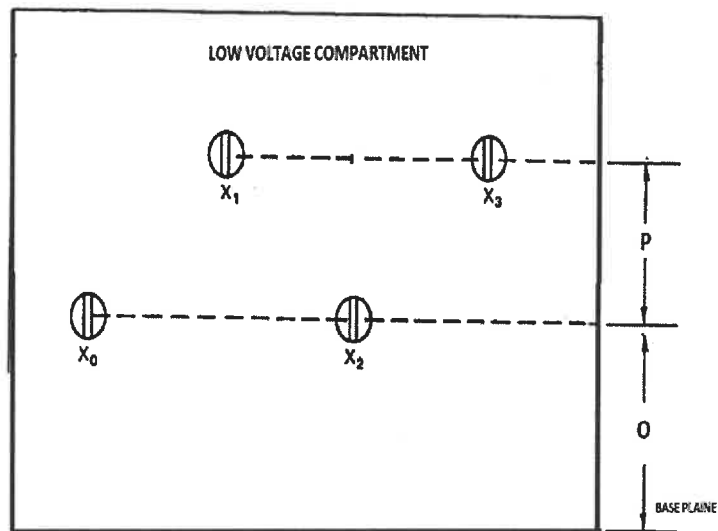
Exterior Dimension		
Dimension	Measurement (inches)	
A	TBD OEM	
B	65.5	
C	TBD OEM	
D	38	
E	28	
F	19.5	

Figure #2
High Voltage Compartment



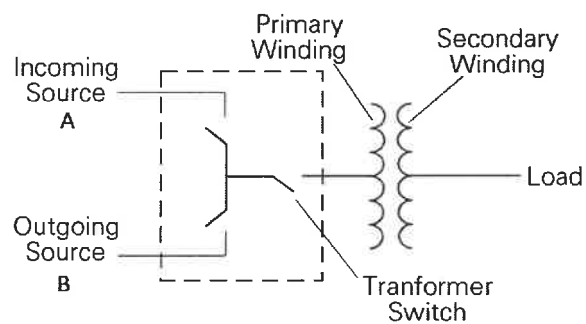
High Voltage Compartment Dimension	
Dimension	Measurement (inches)
L	26.5
M	7
N	7

Figure #3
Low Voltage Compartment



Low Voltage Compartment Dimension	
Dimension	Measurement (inches)
O	32
P	8

Figure 4



5. TEST

- a. A certified test report shall be submitted and shall contain the test data for each transformer serial number manufactured. The certified test report shall as a minimum contain the data as specified in IEEE C57.12.90.

6. FEATURES

- b. The transformer shall be equipped with a complete set of standard features, including.
- c. High and low voltage cabinet doors, swinging from inside to outside.
- d. A recessed locking assembly with padlock provisions and penta-head locking bolt for tamper-resistant operation.
- e. Oil level/fill plug.
- f. Self-actuating pressure relief device.
- g. Oil drain plug.
- h. A removable front sill that latches with the hood and is internally bolted to the front of the tank.
- i. Cabinet compartment security shall comply with the locking and tamper test provisions of IEEE C57.12.28.
- j. NEMA safety labels.
- k. High voltage 200amp dead front universal bushing wells with 200 amp load break bushing inserts.
- l. Low voltage 8-hole NEMA spades mounted on threaded copper studs.
- m. Lightning Protection
 - i. Oil immersed lightning arrestor, suitable for use on 12.47Wye ground system
- n. Overcurrent protection
 - i. Internal oil-immersed weak link fuse

7. DOCUMENTATION

- o. The seller shall provide instructions, operating and maintenance manual covering all equipment furnished.

8. PARTS

- p. The Seller shall provide a renewal parts list to the Village of Winnetka/Director of Water & Electric upon request.

Pad-mount Transformer Data Sheet

3 Phase KVA Rating: 1000
Frequency (Hz): 60Hz
Impedance Range: per IEEE Standard Nominal impedances
Temperature Rise (Over 30°C ambient): 65° C
Primary Coil Voltage (kV): 12.47kV Delta
Primary Termination: 200 amp load break bushing inserts
Feed: Loop
Primary Taps: None
Primary BIL (kV): 95
Secondary Voltage (V): 208/120V Wye
Secondary Termination: 10-hole NEMA spades (at a minimum)
Insulating Fluid: Naphthenic based mineral oil
Other Special Instructions:

- Complete "Bid Submittal" form
 - Guaranteed load and no load losses to be furnished with bid.
 - Deviation in excess of bid losses will be credited to the Village on invoice.
 - Load losses to be evaluated at \$2.67 per watt and no-load losses to be evaluated at \$12.49 per watt.
 - Provide transformer dimension with bid.
 - Quote best delivery date with bid
- Transformer shall be delivered on an open bed truck
- Deliveries:
 - Require 48 hours advance notification, phone (847-)716-3551
 - Receiving hours: Monday – Friday, 7:00AM – 3:00PM
 - 1390 Willow Road, Winnetka, Illinois 60093

BID SUBMITTAL

Vendor: RESCO - Rural Electric Supply Cooperative

Address: 2250 Pinehurst Dr. Middleton WI, 53562

Email: tciebell@resco1.com

Phone: 608-824-6063

Transformer Manufacturer: ERMCO

KVA Size	Bid Evaluation Quantity	Cost for Each Transformer	No Load Losses	Full Load Losses	Delivery Time (Weeks)
1000	1	\$62,642.00	997	8390	T.B.D.

Weight (lbs): 9969 lbs.

* All ERMCO transformers are given a production slot date at receipt of P.O. Current estimated date period is 4th quarter of 2024.

Unit cost shall include a warranty of 24 months from the date of delivery of each unit. * Production slot dates are subject to prior orders and availability.

NOTE: Awarded bidder shall submit transformer construction drawings for approval by the W&E Director, prior to the manufacturing of transformer

The Village requests firm pricing. If you are unable to provide firm pricing, please provide detail on how escalation will be determined.

SPECIFICATIONS – 500 KVA

1. SCOPE

- a. The three-phase pad-mount transformer design is the basis for this specification.
- b. This specification together with the applicable Transformer Data Sheet provides the technical requirements for the design, manufacture and testing of three-phase pad mounted Transformer.
- c. This specification covers only the general requirements of the transformer.
- d. The electrical characteristics and mechanical features of three-phase dead front, mineral-oil immersed, self-cooled pad-mount, compartmental-type distribution transformers have the following ranges:
 - i. **500 KVA**
 - ii. 65° C rise
 - iii. 60 Hertz
 - iv. High Voltage: 12.47 Delta
 - v. High Voltage BIL : 95kV
 - vi. Low Voltage : 208/120V

2. CODES AND STANDARDS

- b. All codes and standards referenced in the specification shall be those in effect at the time of Purchase Order award. Deviation from this specification and referenced codes and standards must be authorized in writing from Village of Winnetka/Director of Water & Electric.
 - iv. Institute of Electrical and Electronic Engineer (IEEE)
 1. C57.12.00 – Requirements for Liquid-Immersed Distribution, Power, and Regulating Transformers.
 2. C57.12.26 – Pad-mounted Compartmental-Type, Self-Cooled Three-Phase Distribution Transformers for use with Separable insulated High-Voltage Connectors
 3. C57.12.28 – Pad-mounted Equipment – Enclosure Integrity.
 4. C57.12.34-Pad-Mounted, Compartmental-Type, Self-Cooled, Three-Phase Distribution Transformers, 5 MVA and Smaller; High Voltage, 34.5 kV Nominal System Voltage and Below; Low Voltage, 15 kV Nominal System Voltage & Below
 5. C57.12.70 – Terminal Markings and Connections for Distribution and Power Transformers.
 6. C57.12.80 – Terminology for Power and Distribution Transformers.
 7. C57.12.90 – Test code for liquid – Immersed Distribution, Power and Regulating Transformers.
 8. C57.12.91 –Test code for Dry-Type Distribution and Power Transformers.

- v. National Electrical Manufacturers Association (NEMA)
- vi. American Society of Testing and Materials (ASTM)

3. QUALITY ASSURANCE

- a. Only approved manufacturer listed below:
 - i. ABB
 - ii. Central Maloney
 - iii. Cooper
 - iv. ERMCO
 - v. General Electric
 - vi. Pauwels
 - vii. WEG

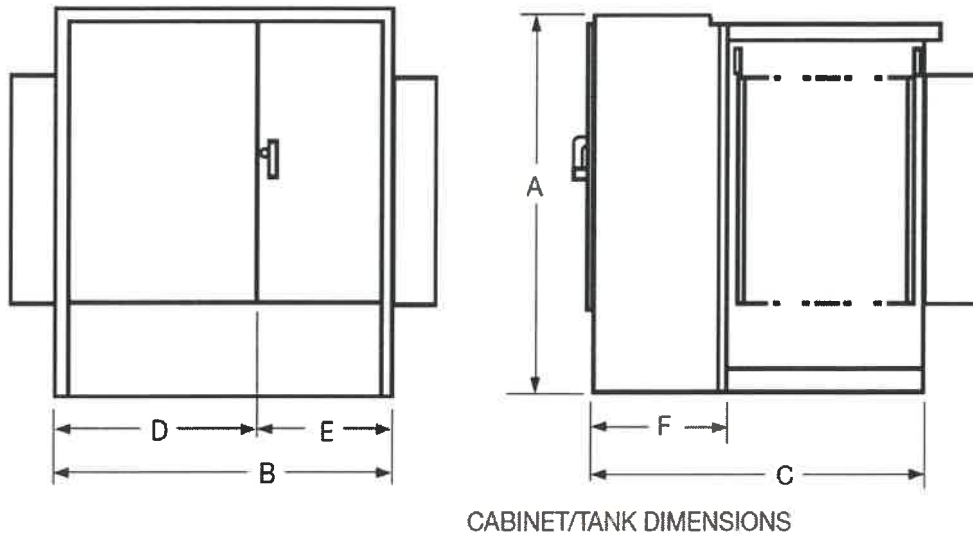
4. TRANSFORMER TECHNICAL REQUIREMENT

- a. Winding Characteristics
 - i. All windings and internal connections shall be copper or aluminum.
 - ii. The transformer shall be designed and constructed to withstand the external short-circuits, as defined by IEEE C57.12.00.
 - iii. Evidence of compliance to these short-circuit requirements as required in C57.12.00 and C57.12.90 shall be submitted to the Village of Winnetka/Director of Water & Electric upon request.
 - iv. The transformer design shall be capable of operating above rated voltage or below rated frequency in accordance with IEEE C57.12.00.
 - v. The impedance shall be as specified on the Transformer Data Sheet. IEEE tolerance shall apply.
 - vi. Amorphous core shall NOT be included in the bid.
- b. HV Compartment
 - i. The transformer shall be furnished with a high voltage compartment located on the left with a v-arrangement as per Figure 2.
 - ii. The high voltage compartment shall be furnished with 200 amp, dead front universal bushing wells and 200 amp load break bushing inserts (Cooper - Catalog Number LBI215 or Elastimold Part Number K1501A1), as per figure 1.
 - iii. A parking stand between the bushing wells shall be provided for attachment of bushing accessories, as per figure 2.
 - iv. Busing dimension shall be constructed as per Figure 2.
 - v. A quantity of three(3), three-phase load break switches mounted above bushing wells, with a minimum 200 amp current rating to disconnect bushing and transformer from internal bushing work, as per Figure 4;
 - 1. Line Switch A for H1A, H2A, H3A
 - 2. Line Switch B for H1B, H2B, H3B
 - 3. Xrmr Switch

- c. LV Compartment
 - i. The transformer shall be furnished with a low voltage compartment and shall house the LV connections in the form of **10-hole NEMA spades (at a minimum)** mounted on threaded copper studs, per IEEE C57.12.34
 - ii. Staggered Low-Voltage terminal arrangement as per **Figure 3**.
 - iii. Busing dimension shall be constructed as per **Figure 3**.
- d. Cabinet
 - i. Tamper resistance shall be enhanced by continuous steel baffling on all edges of the hood and sill without the use of welded or bolted on parts.
 - ii. Dimension of cabinet shall be constructed as per **Figure 1**.
 - iii. Designed to meet NEMA TR -2013 Audible Sound Levels
- e. Insulating Fluid
 - i. The insulating fluid shall be mineral oil.
 - ii. The transformer insulating fluid shall be certified to contain no detectable PCB's (<1 PPM) at the time of shipment and the nameplate shall be so labeled.
 - iii. Non-P.C.B. sticker shall be mounted in LV compartment.
- f. Tank Design
 - i. Tanks shall be constructed of heavy gauge steel with welded seams, IEEE C57.13.26.
 - ii. Tank design shall include sufficient expansion volume to allow operation under specified load conditions.
 - iii. Lifting provisions shall be provided at two or four points on the tank depending on size
- g. Cooling System
 - i. The transformer shall be self-cooled
- h. Grounding Provisions
 - i. All non-energized metallic components of the transformer shall be grounded.
 - ii. Tank grounding provisions shall consist of two ground pads.
 - iii. Ground pads shall be per IEEE standards.
- i. Nameplates
 - i. Transformer shall be furnished with a non-corrosive diagrammatic nameplate, permanently attached with non-corrosive hardware. The diagrammatic nameplate shall include the name of the manufacturer of the equipment as well as the location where the transformer was manufactured and tested.
 - ii. The nameplate shall contain all connection and rating information in accordance with IEEE C57.12.00 nameplate A, plus the type and quantity of fluid, and the date of manufacture.
- j. Exterior Finish
 - i. The transformer painting system shall be in compliance with IEEE C57.12.28. The finish shall be Munsell No. 7GY/3.2/1.5.green

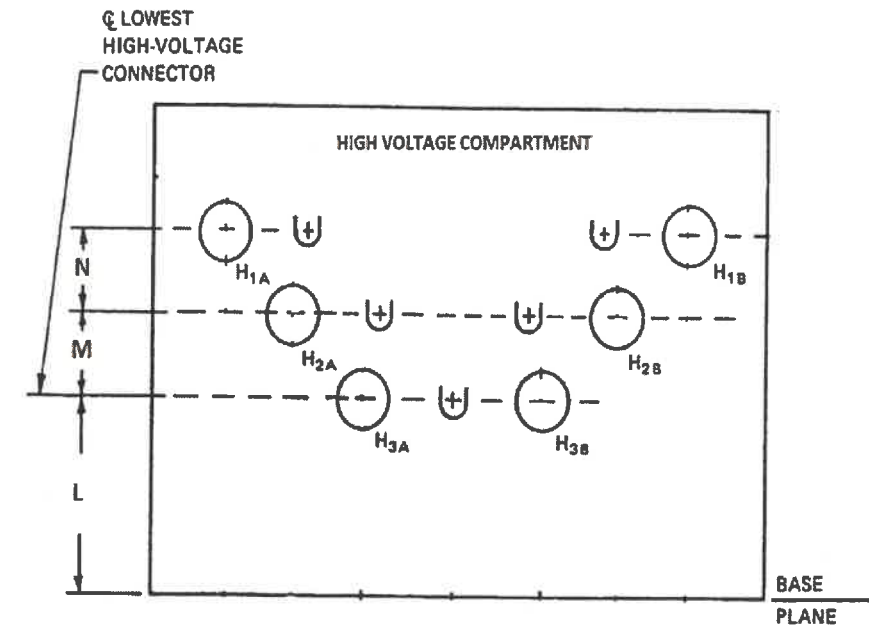
k. Reference Drawings:

Figure #1
Exterior Dimensions



Exterior Dimension	
Dimension	Measurement (inches)
A	TBD OEM
B	65.5
C	TBD OEM
D	38
E	28
F	19.5

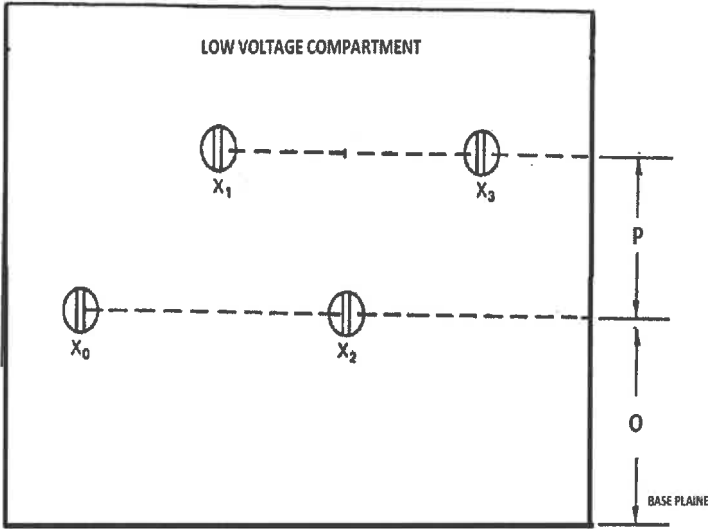
Figure #2
High Voltage Compartment



High Voltage Compartment Dimension	
Dimension	Measurement (inches)
L	26.5
M	7
N	7

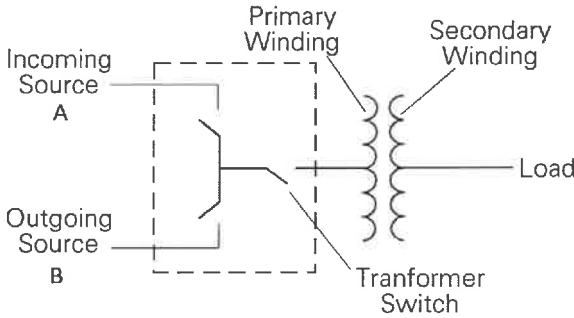
500 kVA Transformer in original RFB.
Transformer is not being purchased.

Figure #3
Low Voltage Compartment



Low Voltage Compartment Dimension	
Dimension	Measurement (inches)
O	32
P	8

Figure 4



5. TEST

- q. A certified test report shall be submitted and shall contain the test data for each transformer serial number manufactured. The certified test report shall as a minimum contain the data as specified in IEEE C57.12.90.

6. FEATURES

- r. The transformer shall be equipped with a complete set of standard features, including.
- s. High and low voltage cabinet doors, swinging from inside to outside.
- t. A recessed locking assembly with padlock provisions and penta-head locking bolt for tamper-resistant operation.
- u. Oil level/fill plug.
- v. Self-actuating pressure relief device.
- w. Oil drain plug.
- x. A removable front sill that latches with the hood and is internally bolted to the front of the tank.
- y. Cabinet compartment security shall comply with the locking and tamper test provisions of IEEE C57.12.28.
- z. NEMA safety labels.
- aa. High voltage 200amp dead front universal bushing wells with 200 amp load break bushing inserts.
- bb. Low voltage 8-hole NEMA spades mounted on threaded copper studs.
- cc. Lightning Protection
 - i. Oil immersed lightning arrestor, suitable for use on 12.47Wye ground system
- dd. Overcurrent protection
 - i. Internal oil-immersed weak link fuse

7. DOCUMENTATION

- ee. The seller shall provide instructions, operating and maintenance manual covering all equipment furnished.

8. PARTS

- ff. The Seller shall provide a renewal parts list to the Village of Winnetka/Director of Water & Electric upon request.

Pad-mount Transformer Data Sheet

3 Phase KVA Rating: 500
Frequency (Hz): 60Hz
Impedance Range: per IEEE Standard Nominal impedances
Temperature Rise (Over 30°C ambient): 65° C
Primary Coil Voltage (kV): 12.47kV Delta
Primary Termination: 200 amp load break bushing inserts
Feed: Loop
Primary Taps: None
Primary BIL (kV): 95
Secondary Voltage (V): 208/120V Wye
Secondary Termination: 10-hole NEMA spades (at a minimum)
Insulating Fluid: Naphthenic based mineral oil

Other Special Instructions:

- Complete “Bid Submittal” form
 - Guaranteed load and no load losses to be furnished with bid.
 - Deviation in excess of bid losses will be credited to the Village on invoice.
 - Load losses to be evaluated at \$2.67 per watt and no-load losses to be evaluated at \$12.49 per watt.
 - Provide transformer dimension with bid.
 - Quote best delivery date with bid
- Transformer shall be delivered on an open bed truck
- Deliveries:
 - Require 48 hours advance notification, phone (847-)716-3551
 - Receiving hours: Monday – Friday, 7:00AM – 3:00PM
 - 1390 Willow Road, Winnetka, Illinois 60093

500 kVA Transformer in original RFB.
Transformer is not being purchased.

BID SUBMITTAL

Vendor: RESCO - Rural Electric Supply Cooperative

Address: 2250 Pinehurst Dr. Middleton WI, 53562

Email: tciebell@resco1.com

Phone: 608-824-6063

Transformer Manufacturer: ERMCO

KVA Size	Bid Evaluation Quantity	Cost for Each Transformer	No Load Losses	Full Load Losses	Delivery Time (Weeks)
500	1	\$40,216.00	660	4086	T.B.D.

Weight (lbs): 6064 lbs.

* All ERMCO transformers are given a production slot date at receipt of P.O. Current estimated date period is 4th quarter of 2024.

Unit cost shall include a warranty of 24 months from the date of delivery of each unit.

* Production slot dates are subject to prior orders and availability.

NOTE: Awarded bidder shall submit transformer construction drawings for approval by the W&E Director, prior to the manufacturing of transformer

The Village requests firm pricing. If you are unable to provide firm pricing, please provide detail on how escalation will be determined.

ACCEPTANCE

The Contract/Bid attached hereto and by this reference incorporated herein and made a part hereof is accepted by the Village of Winnetka ("Owner") as of this ____ day of _____ 20____.

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

VILLAGE OF WINNETKA

By _____

Name: _____

Title: _____

CUSTOMER COPY

QUOTE # 717249-00
QUOTED DATE 2/29/24BILL TO:
RESCO
P.O. BOX 44430SHIP TO:
VILLAGE OF WINNETKA
WATER & ELECTRIC
1390 WILLOW ROAD

MADISON

WI53744

WINNETKA

IL60093

DESCRIPTION	PRODUCT NUMBER	QTY	UNIT PRICE	EXT PRICE
-------------	----------------	-----	------------	-----------

TRANSFORMER LOSS DATA IS BASED ON ANSI C57.12.00:
LOSS GRT: AVE VOLT% : 100
NL TEMP BASIS: 20 LL TEMP BASIS: 85
JOB WINNETKA, IL. FREIGHT PREPAID AND ALLOWED.
QUOTED PER VILLAGE OF WINNETKA SPECIFICATION
SENT WITH REQUEST.
IN ORDER TO PROVIDE ADEQUATE SPACING FOR THE
REQUESTED (3) ON/OFF SWITCHES, ERMCO WILL BE
PROVIDING K=5 SPACING PER ANSI C57.12.34-2009
IN LIEU OF C57.12.26, FIG 2 & 3.
PLEASE SEE ATTACHED DRAWINGS FOR ACTUAL
TRANSFORMER DIMENSIONS THAT ERMCO WILL BE
PROVIDING.
REFERENCE 2.A.I.8: ERMCO WILL NOT COMPLY DUE TO
DRY TYPE REQUIREMENTS.
REFERENCE SECTION 4.I.II: ERMCO WILL PROVIDE
NAMEPLATE STYLE B.
REFERENCE SECTION 4.C.I: ITEM 2, DUE TO THE
REQUESTED KVA AND SECONDARY VOLTAGE STUDS WITH
SCREW-ON SPADES ARE NOT AVAILABLE. QUOTING
ONE-PIECE INTEGRATED LV BUSHING/SPADE.

PRICES ARE GOOD FOR RECEIPT OF AN ORDER WITHIN 30
DAYS FROM 02/29/24 BUT SUBJECT TO REVIEW AT TIME
OF SHIPMENT.

ITEM 1				
ERMCO 3 PHASE PAD TRANSFORMER	3PH-PAD	1	40216.00	40216.00
ITEM# :	1.00			
NL=	660	LL=	4086	IZ=5.700 TL= 4746
OPTIONS BEGIN.....				
ERMCO	ERMCO STD 3PH TRANSFORMER			
500	500 KVA			
)	DELTA			
61D	12470	95 BIL		
I	NO NEUTRAL GROUND			
01	NO TAPS			
I	NO TAP CHANGER SELECTED			
.12	208Y/120 LH			
5	ANSI SPECIFIC K DIM=5.0			
,	LOOP FEED			
00	GENERIC STD FIXED STUD WELL			
.00	COOPER INSERTS			

CUSTOMER COPY

QUOTE # 717249-00
QUOTED DATE 2/29/24BILL TO:
RESCO
P.O. BOX 44430SHIP TO:
VILLAGE OF WINNETKA
WATER & ELECTRIC
1390 WILLOW ROAD

MADISON

WI53744

WINNETKA

IL60093

DESCRIPTION	PRODUCT NUMBER	QTY	UNIT PRICE	EXT PRICE
100	ELBOW ARRESTERS NOT SELECTED			
100	NO INS. STANDOFF BUSHING SELECTED			
100	NO INS. PROTECTIVE CAP SELECTED			
1	SYSTEM SELECT HUBBELL AZU UOA			
10	ECI STANDARD			
1	STAGGERED LV BUSHING ARRANGEMENT			
100	ERMCO STD STUD LV BUSHINGS			
10H	10 HOLE NEMA SPADES			
1	LV BUSHING SUPPORTS REQUIRED			
1SP	SYSTEM SELECTED WEAK LINK FUSE			
1OF	NO BACKUP FUSING SELECTED			
100	MILD STEEL TANK & BASE			
1RMC2	ERMCO GROUNDED CABINET			
100	MILD STEEL CABINET & SILL			
1	STD CABINET PARTITION			
1	PADMOUNT GREEN FINISH			
1	STANDARD HARDWARE.			
1.1	SILICON BRONZE PENTABOLT			
10	S.S. 2HOLE GRD PAD IN PRI & SEC			
10	STANDARD AIR SPACE			
10	GENERIC PR VALVE .25 10PSI 35SCFM			
1	1" NPT DRAIN PLUG			
1	DRAIN IN SECONDARY COMPARTMENT			
1	1"NPT FILL PLUG			
1	NO LIQUID LEVEL GAUGE SELECTED			
1	NO VACUUM GAGE SELECTED			
1	NO TEMPERATURE GAGE SELECTED			
13	3 TWO POS. 38KV ERMCO STD LBOR			
1	STD TX OIL			
1	STANDARD TWO NAMEPLATES			
10	STD KVA DECAL OUTSIDE			
11	"NON PCB" 1X2 (ERMCO STD) 7-15			
1.1	DANGER "MR. OUCH" GENERIC (3-52-02)			
12	WARNING "MR OUCH" GENERIC(3-52-01)			
19	STD PRIMARY DECAL INSIDE(HV)			
10	NO SECONDARY VOLTAGE DECALS			
10	STD ERMCO "E" LOGO DECAL (3-8-151)			
1	STANDARD PALLET			
1	NO SPECIAL TEST NEEDED			
OPTIONS END.....				

ITEM 2				
ERMCO 3 PHASE PAD TRANSFORMER	3PH-PAD	1	62642.00	62642.00
ITEM# :	2.00			

CUSTOMER COPY

QUOTE # 717249-00
QUOTED DATE 2/29/24BILL TO:
RESCO
P.O. BOX 44430SHIP TO:
VILLAGE OF WINNETKA
WATER & ELECTRIC
1390 WILLOW ROAD

MADISON

WI53744

WINNETKA

IL60093

DESCRIPTION	PRODUCT NUMBER	QTY	UNIT PRICE	EXT PRICE
NL= 997 LL= 8390 IZ=5.800 TL= 9387				
OPTIONS BEGIN.....				
ERMCO	ERMCO STD 3PH TRANSFORMER			
.000	1000 KVA			
)	DELTA			
.61D	12470 95 BIL			
I	NO NEUTRAL GROUND			
.01	NO TAPS			
I	NO TAP CHANGER SELECTED			
.12	208Y/120 LH			
.5	ANSI SPECIFIC K DIM=5.0			
,	LOOP FEED			
.00	GENERIC STD FIXED STUD WELL			
.00	COOPER INSERTS			
.00	ELBOW ARRESTERS NOT SELECTED			
.00	NO INS. STANDOFF BUSHING SELECTED			
.00	NO INS. PROTECTIVE CAP SELECTED			
r	SYSTEM SELECT HUBBELL AZU UOA			
.0	ECI STANDARD			
,	STAGGERED LV BUSHING ARRANGEMENT			
.10	HJ INTG 10H SPD			
,	LV BUSHING SUPPORTS REQUIRED			
ISP	SYSTEM SELECTED WEAK LINK FUSE			
IOF	NO BACKUP FUSING SELECTED			
.00	MILD STEEL TANK & BASE			
ERMCO2	ERMCO GROUNDED CABINET			
.00	MILD STEEL CABINET & SILL			
)	STD CABINET PARTITION			
)	PADMOUNT GREEN FINISH			
)	STANDARD HARDWARE.			
.1	SILICON BRONZE PENTABOLT			
.	S.S. 2HOLE GRD PAD IN PRI & SEC			
.0	STANDARD AIR SPACE			
.0	GENERIC PR VALVE .25 10PSI 35SCFM			
)	1" NPT DRAIN PLUG			
,	DRAIN IN SECONDARY COMPARTMENT			
)	1"NPT FILL PLUG			
)	NO LIQUID LEVEL GAUGE SELECTED			
)	NO VACUUM GAGE SELECTED			
)	NO TEMPERATURE GAGE SELECTED			
.3	3 TWO POS. 38KV ERMCO STD LBOR			
)	STD TX OIL			
,	STANDARD TWO NAMEPLATES			
.0	STD KVA DECAL OUTSIDE			
.01	"NON PCB" 1X2 (ERMCO STD)	7-15		

CUSTOMER COPY

QUOTE # 717249-00
QUOTED DATE 2/29/24

BILL TO:
RESCO
P.O. BOX 44430

SHIP TO:
VILLAGE OF WINNETKA
WATER & ELECTRIC
1390 WILLOW ROAD

MADISON

WI53744

WINNETKA

IL60093

DESCRIPTION	PRODUCT NUMBER	QTY	UNIT PRICE	EXT PRICE
1	DANGER "MR.OUCH" GENERIC (3-52-02)			
2	WARNING "MR OUCH" GENERIC(3-52-01)			
9	STD PRIMARY DECAL INSIDE(HV)			
10	NO SECONDARY VOLTAGE DECALS			
10	STD ERMCO "E" LOGO DECAL (3-8-151)			
1	STANDARD PALLET			
1	NO SPECIAL TEST NEEDED			
OPTIONS END.....				

100% CTR MONTHLY BY EMAIL

8 HOUR NOTICE



Agenda Item Executive Summary

TITLE: Resolution No. R-57-2024: Approving and Authorizing a Class P Liquor License for Kemper Sports Management, LLC (1300 Oak Street) (Adoption)

PRESENTER: Brian O'Connell, Keri Kaup

AGENDA DATE: June 18, 2024

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

None.

EXECUTIVE SUMMARY:

Kemper Sports Management, LLC is the golf course management and food concession vendor for the Winnetka Park District Golf Club located at 1300 Oak Street. Kemper Sports Management desires to sell and serve alcoholic beverages at the Halfway House and in the clubhouse of the Winnetka Park District Golf Course.

Kemper Sports has applied for a Class P liquor license. A Class P liquor license authorizes the retail sale and service of alcoholic beverages at the Halfway House and in the clubhouse of the Winnetka Park District Golf Course. Clubhouse sale and service shall be incidental and complementary to the sale and service of food in the clubhouse food service facility and shall be for consumption only in the clubhouse food service area.

Halfway House sale and service shall be limited to persons the attendants at that facility reasonably believe to be at the Winnetka Park District Golf Course for the principal purpose of engaging in golfing activities. Alcoholic beverages served at the Halfway House may be taken for consumption in any other part of the Winnetka Park District Golf Course.

If approved, Resolution No. R-57-2024 will grant the requested liquor license. The resolution will also update the appendix to Chapter 5.09 of the Village Code that sets forth all authorized licenses by classification, which is attached to the Resolution as Exhibit A.

RECOMMENDATION:

Consider adopting Resolution No. R-57-2024, "Approving and Authorizing a Class P Liquor License for Kemper Sports Management, LLC (1300 Oak Street)."

ATTACHMENTS:

1. Resolution No. R-57-2024: Approving and Authorizing a Class P Liquor License for Kemper Sports Management, LLC (1300 Oak Street)
2. Appendix to Winnetka Village Code Chapter 5.09

**A RESOLUTION APPROVING AND AUTHORIZING A
CLASS P LIQUOR LICENSE FOR KEMPER SPORTS MANAGEMENT, LLC
(1300 Oak Street)**

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, Kemper Sports Management, LLC (“*Applicant*”) is the new designated vendor to serve food and alcoholic beverages at the Halfway House and clubhouse of the Winnetka Park District Golf Course located at the property commonly known as 1300 Oak Street in the Village (“*Property*”); and

WHEREAS, pursuant to Section 5.09.100 of the Winnetka Village Code (“*Village Code*”), on May 8, 2024, the Applicant submitted an application to the Village for a Class P liquor license (“*Class P License*”) in order to engage in the retail sale and service of alcoholic beverages at the Property; and

WHEREAS, the Council of the Village of Winnetka (“*Village Council*”) has determined that it is in the best interest of the Village to approve and authorize the issuance of the Class P License to the Applicant for the Property;

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

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

SECTION 2: APPROVAL AND AUTHORIZATION OF CLASS P LICENSE. The Village Council hereby approves and authorizes the issuance of the Class P License to the Applicant for the Property.

SECTION 3: AUTHORIZED LIQUOR LICENSES. The Appendix to Chapter 5.09 of the Village Code titled “Authorized Liquor Licenses” is hereby amended to read as follows:

Classification	Number	Licensee
*	*	*
P	<u>01</u>	<u>Kemper Sports Management, LLC</u>
*	*	*

SECTION 4: EFFECTIVE DATE. This Resolution will be in full force and effect from and after:

- A. Its passage and approval according to law;
- B. Approval of application background investigation for the Halfway House and clubhouse of the Winnetka Park District Golf Course by the Village Chief of Police, or his designee; and
- C. Final inspection approval and issuance of a certificate of occupancy for the Property.

ADOPTED this 18th day of June, 2024, pursuant to the following roll call vote:

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

Signed

Village President

Countersigned:

Village Clerk

EXHIBIT A

APPENDIX TO WINNETKA VILLAGE CODE CHAPTER 5.09

Authorized Liquor Licenses

Classification	Issued	Licensee
A	4	Kyoto Sushi Plus Fresh Mex Tacos 3, Inc. (La Taquiza) Rusticana, LLC (Marco Roma's Pizzeria and Eatery) Lan's Winnetka, Inc. (Little Lan's)
A-1	11	Avli Restaurant Bad Dog House, LLC (Stacked and Folded) FFMM, Inc. (George Trois & Aboyer) Fred's Garage, LLC Little Honeycomb, LLC MGS Hospitality, LLC (501 Local) Mino's, LLC Paradise Food Italia, LLC (Tocco) Salsalito, Inc. (Guanajuato Contemporary Mexican and Tequila Bar) Spruce Operations, LLC (Pomeroy) Wild Thing, LLC (Spirit Elephant)
A-2	1	Grateful Bites Pizza Shoppe, LLC
A-3	0	
A-4	0	
A-5	0	
B	3	Sunset Food Mart Inc. (which may but is not required to, operate under the name Grand Food Center) Lakeside Foods, Inc. Walgreens #21150
C	Unlimited	Issued on an event-by-event basis
D	4	Good Grapes Albatross Wine Company, LLC Paradise Food Italia LLC (Tocco) Rusticana, LLC (Marco Roma's Pizzeria and Eatery)
E	0	
E-1	0	
E-2	1	Good Grapes
F	1	Hometown Coffee and Juice
P	1	<u>Kemper Sports Management, LLC</u>
Y	1	Boutique Bites
Wine Station Rider	0	

~~Deleted language is struck through; inserted language is double underlined.~~



Agenda Item Executive Summary

TITLE: Resolution No. R-58-2024: Approving Change Order No. 3 to the Contract with Dimeo Brothers, Inc. for Construction Services for the North of Willow Road Stormwater Storage Project (Adoption)

PRESENTER: James Bernahl

AGENDA DATE: June 18, 2024

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

On June 21, 2022, the Village adopted Resolution No. R-74-2022, awarding a contract for the North of Willow Stormwater Storage Project (Project) to DiMeo Brothers, Inc. (DiMeo) in the amount not to exceed \$16,514,557.25. The Village's portion of this cost was set at \$14,858,598.48, with the balance of \$1,655,958.77 being allocated to the Winnetka Park District (Park District).

On December 6, 2022, the Village adopted Resolution No. R-129-2022, approving Change Order No. 1 to the Project in the amount of \$165,000.00, bringing the updated not to exceed amount to \$16,679,557.25. Change Order No. 1 was awarded to DiMeo as part of the Village's Hibbard Preserve Stormwater Management Wetland Project for fencing, access entrance work and related necessary tree removals on the Hibbard Preserve site. The tree removal work was accelerated and completed prior to the enactment of new US Fish and Wildlife tree removal regulations which could have potentially significantly delayed the project timeline. As this work was not related to the stormwater project on the golf course, the cost was allocated to the Village for the Hibbard Preserve, bringing the Village's total cost for the Project to \$15,023,598.48.

On May 16, 2023, the Village adopted Resolution No. R-54-2023, approving Change Order No. 2 to the Project in the amount of \$608,282.04, bringing the not to exceed amount to \$17,287,839.29. The entirety of the cost of Change Order No. 2 was allocated to the Park District for additional scope items requested by the Park District. Therefore, the Village portion of the project remained unchanged at \$15,023,598.48, with the balance of \$2,264,240.81 being allocated to the Park District.

EXECUTIVE SUMMARY:

DiMeo completed construction in October 2023 and is currently within the one-year warranty period. Staff worked with Strand Associates, Inc (Strand) to develop Change Order No. 3 to close out the Project, summarized as follows:

Village Allocation

The Village will receive a credit of \$2,750.00 as a result of a lesser amount of bluegrass sod installed on the golf course than anticipated as part of the overall restoration of the project site. This will complete the Village's portion of the project at a final total cost of \$15,020,848.48 for the DiMeo contract portion

of the Stormwater project. The impact of this change order on the total Stormwater project is an additional \$2,750.00 added back to Contingency as a result of the credit. The updated Stormwater project tracking spreadsheet is attached, reflecting an updated project contingency balance of \$5,375,652.

Contract Changes Summary:

The following table summarizes the changes from the original contract, allocated between the Village and the Park District:

Resolution #	Village	Park District	Total
Original Contract (R-74-2022)	\$14,858,598.48	\$1,655,958.77	\$16,514,557.25
Change Order #1 (R-129-2022)	165,000.00	0.00	165,000.00
Change Order #2 (R-54-2023)	0.00	608,282.04	608,282.04
Change Order #3 (R-58-2024)	(2,750.00)	72,803.61	70,053.61
Total Final Costs	\$15,020,848.48	\$2,337,044.42	\$17,357,892.90

Staff is recommending that the Village Council consider approving Change Order No. 3 to close out the North of Willow stormwater storage project. The final not to exceed contract price with DiMeo Brothers, Inc. is \$17,357,892.90. This change reflects an amount of \$70,053.61 greater than previously approved by the Village Council, with the total increase to be paid for by the Park District.

RECOMMENDATION:

Consider adopting Resolution No. R-58-2024, approving Change Order No. 3 to the North of Willow Stormwater Storage Projects in the amount not to exceed \$70,053.61.

ATTACHMENTS:

1. Resolution No. R-58-2024 Approving Change Order No. 3 with DiMeo for North of Willow Stormwater Storage Project
2. North of Willow Stormwater Storage Projects: Change Order No. 3
3. Stormwater Cost Tracking Sheet

**A RESOLUTION APPROVING CHANGE ORDER NO. 3
TO THE CONTRACT WITH DIMEO BROTHERS, INC.
FOR CONSTRUCTION SERVICES FOR
THE NORTH OF WILLOW ROAD STORMWATER STORAGE PROJECT**

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

WHEREAS, after several large-scale, 100-year flooding events occurred in a period of only a few years, leading to significant overland and basement flooding in the Village, the Village engaged in various studies and planning for major infrastructure and other improvements for managing stormwater to reduce flooding in the Village (***“Stormwater Master Plan”***); and

WHEREAS, the Village hired Strand Associates, Inc. (***“Consultant”***) to prepare a stormwater management study and to develop and evaluate alternatives for managing stormwater within western portions of the Village; and

WHEREAS, on June 21, 2022, the Village entered into a contract (***“Contract”***) with DiMeo Brothers, Inc. (***“Contractor”***) for Contractor to install new stormwater storage facilities north of Willow Road (***“Project”***), in the not-to-exceed amount of \$16,514,557.25 (***“Total Project Cost”***); and

WHEREAS, the Village’s portion of the Total Project Cost was set at \$14,858,598.48 (***“Village Project Cost”***), with the balance of \$1,655,958.77 being allocated to the Park District (***“Park District Project Cost”***); and

WHEREAS, on December 6, 2022, the Village adopted Resolution R-129-2022, authorizing a change order to the Contract for Contractor to perform additional work for \$165,000.00, that included tree removal services for the Project (***“Change Order No. 1”***), increasing the Total Project Cost to \$16,679,557.25 and increasing the Village Project Cost to \$15,023,598.48; and

WHEREAS, on May 16, 2023, the Village adopted Resolution R-54-2023, authorizing a second change order to the Contract for the Contractor to perform additional work that included constructing additional improvements in and around the Skokie Playfields for the Project, at the Park District’s expense (***“Change Order No. 2”***), increasing the Total Project Cost to \$17,287,839.29; and

WHEREAS, the Contractor completed additional work at the Winnetka Golf Club for the Project, which included the installation of bridges and the removal of irrigation heads, in an amount of \$70,053.61, further increasing the Total Project Cost to \$17,357,892.90 (***“Change Order No. 3”***); and

WHEREAS, Change Order No. 3 also includes a credit of \$2,750 for the Village because a lesser amount of bluegrass sod was installed at the Winnetka Golf Course, reducing the Village Project Cost to \$15,020,848.48; and

WHEREAS, the Village Council has determined that it is in the best interests of the Village and its residents to enter into Change Order No. 3 with the Contractor;

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

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

SECTION 2: APPROVAL OF CHANGE ORDER NO. 3. The Village Council approves Change Order No. 3 in a final form approved by the Village Manager.

SECTION 3: AUTHORIZATION TO EXECUTE CHANGE ORDER NO. 3. The Village Council hereby authorizes and directs the Village President and the Village Clerk to execute and attest, respectively, on behalf of the Village, Change Order No. 3, after receipt by the Village Manager of two executed copies of Change Order No. 3 from Contractor; provided, however, that if the Village Manager does not receive two executed copies of Change Order No. 3 from Contractor within 60 days after the date of adoption of this Resolution, then this authority to execute and seal Change Order No. 3 will, at the option of the Village Council, be null and void.

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 18th day of June, 2024, pursuant to the following roll call vote:

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

Signed

Village President

Countersigned:

Village Clerk

June 18, 2024

R-58-2024



June 11, 2024

CHANGE ORDER NO. 3

PROJECT: North of Willow Stormwater Storage Projects
OWNER: Village of Winnetka, Illinois
CONTRACT: 022-025
CONTRACTOR: DiMeo Bros, Inc.

Description of Change

3a	Winnetka Park District (WPD) October 27, 2022, Approval of Pay Items less than WPD's allotted portion of the original Contract.	(DEDUCT)	(\$228,385.55)
3b	WPD October 27, 2022, Approval of Pedestrian Bridges at Nos. 9 and 12.	ADD	\$195,000.00
3c	WPD October 27, 2022, Approval of Contingency.	ADD	\$82,399.16
3d	WPD August 18, 2022, Approval of Pay Item A-20 "Contractor Removal of Existing Irrigation Heads."	ADD	\$25,410.00
3e	Bluegrass Sod (27,500 square feet [SF] at \$1.10/SF).	(DEDUCT)	(\$2,750.00)
3f	Cart Path Undercuts--6-inch depth (180 square yards [SY] at \$9.00/SY).	(DEDUCT)	(\$1,620.00)
TOTAL VALUE OF THIS CHANGE ORDER:		ADD	\$70,053.61

Contract Price Adjustment

Original Contract Price	\$16,514,557.25
Previous Change Order Adjustments	\$773,282.04
Adjustment in Contract Price this Change Order	\$70,053.61
Current Contract Price including this Change Order	\$17,357,892.90

Contract Substantial Completion Date Adjustment

Original Contract Substantial Completion Date	September 15, 2023
Contract Substantial Completion Date Adjustments due to previous Change Orders	0 days
Contract Substantial Completion Date Adjustments due to this Change Order	0 days
Current Substantial Contract Completion Dates including all Change Orders	September 15, 2023

JFC:amm\S:\JOL\1600--1699\1619\055\Construction\Change Orders\CO No. 3 - WPD Bridges, Contingency, Irrigation Heads, and BCO\North of Willow_CO 3.docx

Village of Winnetka-DiMeo Bros, Inc.
Contract 022-025, Change Order No. 3
Page 2
June 11, 2024

Contract Final Completion Date Adjustment

Original Contract Final Completion Date	October 15, 2023
Contract Final Completion Date Adjustments due to previous Change Orders	0 days
Contract Final Completion Date Adjustments due to this Change Order	0 days
Current Final Contract Completion Dates including all Change Orders	October 15, 2023

This document shall become a supplement to the Contract and all provisions will apply hereto.

RECOMMENDED



ENGINEER-Strand Associates, Inc.®
Date 6/11/2024

APPROVED 

CONTRACTOR-DiMeo Brothers, Inc.
Date 6-6-24

APPROVED

OWNER-Village of Winnetka, Illinois
Date _____

Project	Council Approved Budget 11/2020	Budget Escalation As of 12/31/2021 (CPI - 7%) - Note 1	Budget Escalation 12/31/2022 (CPI - 6.5%) - Note 4	Project Budget As of December 31, 2023	Budget Escalation 12/31/2023 (CPI - 3.4%) - Note 4	Project Budget As of July 1, 2024
Storage Projects						
CCFP Stormwater Wetland	\$ 2,408,478	\$ 2,577,071	\$ 2,321,307	\$ -	\$ -	\$ -
Tree Removal (Homer)	\$ -	\$ -	\$ 232,440	\$ 232,440	\$ 232,440	\$ 232,440
Tree Removal (DiMeo)	\$ -	\$ -	\$ 165,000	\$ 165,000	\$ 165,000	\$ 165,000
CCFP SWM Contract (Berger)	\$ -	\$ -	\$ -	\$ 3,281,288	\$ 3,281,288	\$ 3,281,288
Landfill Reconfiguration	\$ 1,719,378	\$ 1,839,734	\$ 1,052,047	\$ 252,391	\$ 260,972	\$ -
DiMeo Contract R-74-2022	\$ -	\$ -	\$ 851,896	\$ 851,896	\$ 851,896	\$ 851,896
CCFP SWM Contract (Berger)				\$ 799,656	\$ 799,656	\$ 799,656
DiMeo 2024 R-7-2024	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 260,972
Crow Island Storage	\$ 3,994,524	\$ 4,274,141	\$ 4,551,960	\$ 2,670,960	\$ 2,761,773	\$ -
StormTrap R-83-2023	\$ -	\$ -		\$ 1,881,000	\$ 1,881,000	\$ 1,881,000
DiMeo 2024 R-7-2024	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,153,616
Duke Childs & Park District Storage	\$ 6,907,777	\$ 7,391,321	\$ -	\$ -	\$ -	\$ -
StormTrap	\$ -	\$ -	\$ 4,239,210	\$ 4,239,210	\$ 4,239,210	\$ 4,239,210
DiMeo Contract R-74-2022	\$ -	\$ -	\$ 4,421,821	\$ 4,421,821	\$ 4,421,821	\$ 4,421,821
Par 3 Golf Course Storage	\$ 1,456,319	\$ 1,558,261	\$ -	\$ -	\$ -	\$ -
DiMeo Contract R-74-2022			\$ 2,424,009	\$ 2,424,009	\$ 2,424,009	\$ 2,424,009
18-Hole Golf Course Storage	\$ 3,460,107	\$ 3,702,314	\$ -	\$ -	\$ -	\$ -
Village electrical costs	\$ -	\$ -	\$ 238,220	\$ 238,220	\$ 238,220	\$ 238,220
DiMeo Contract R-74-2022	\$ -	\$ -	\$ 5,541,734	\$ 5,541,734	\$ 5,541,734	\$ 5,541,734
DiMeo Contract R-58-2024	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (2,750)
Subtotal Storage Projects	\$ 19,946,583	\$ 21,342,843	\$ 26,039,644	\$ 26,999,625	\$ 27,099,019	\$ 27,488,112
Conveyance Projects						
Hibbard Road	\$ 3,400,150	\$ 3,638,161	\$ 2,037,708	\$ 1,134,462	\$ 1,173,034	\$ 1,173,034
DiMeo Contract R-74-22 (47% of project)	\$ -	\$ -	\$ 1,575,274	\$ 1,575,274	\$ 1,575,274	\$ 1,575,274
CCFP SWM contract Berger (25%)	\$ -	\$ -	\$ -	\$ 903,246	\$ 903,246	\$ 903,246
Spruce Street	\$ 175,901	\$ 188,214	\$ 200,448	\$ 200,448	\$ 207,263	\$ 207,263
Oak Street West	\$ 998,631	\$ 1,068,535	\$ 996,086	\$ 996,086	\$ 1,029,953	\$ 1,029,953
DiMeo Contract R-74-22 (12% of project)	\$ -	\$ -	\$ 122,749	\$ 122,749	\$ 122,749	\$ 122,749
Oak Street East	\$ 2,266,544	\$ 2,425,202	\$ 2,582,840	\$ 2,582,840	\$ 2,670,657	\$ 2,670,657
Ash Street	\$ 3,514,116	\$ 3,760,104	\$ 3,565,862	\$ 3,565,862	\$ 3,687,101	\$ 3,687,101
DiMeo Contract R-74-22 (11% of project)	\$ -	\$ -	\$ 347,788	\$ 347,788	\$ 347,788	\$ 347,788
Willow Road East	\$ 3,636,327	\$ 3,890,870	\$ 4,143,776	\$ 3,315,021	\$ 3,427,732	\$ 3,427,732
CCFP SWM contract Berger (20%)	\$ -	\$ -	\$ -	\$ 828,755	\$ 828,755	\$ 828,755
Crow Island Outlet	\$ 1,754,866	\$ 1,877,707	\$ 1,999,758	\$ 1,999,758	\$ 2,067,750	\$ -
DiMeo 2024 R-7-2024	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,067,750
Mount Pleasant Street	\$ 1,789,171	\$ 1,914,413	\$ 2,038,850	\$ 2,038,850	\$ 2,108,171	\$ 1,581,128
DiMeo 2024 R-7-2024	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 527,043
Sunset Road West	\$ 1,935,429	\$ 2,070,909	\$ 2,205,518	\$ 1,433,587	\$ 1,482,329	\$ -
CCFP SWM contract Berger (35%)	\$ -	\$ -	\$ -	\$ 771,931	\$ 771,931	\$ 771,931
DiMeo 2024 R-7-2024	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,482,329
Sunset Road East	\$ 4,464,674	\$ 4,777,201	\$ 5,087,719	\$ 5,087,719	\$ 5,260,701	\$ 5,260,701
Provident Neighborhood	\$ 2,016,432	\$ 2,157,582	\$ 2,297,825	\$ 2,297,825	\$ 2,375,951	\$ 2,375,951
Locust Street	\$ 1,490,910	\$ 1,595,274	\$ 1,698,966	\$ 1,698,966	\$ 1,756,731	\$ 1,756,731
Hill Road	\$ 270,802	\$ 289,758	\$ 308,592	\$ 308,592	\$ 319,084	\$ 319,084
Skokie Ditch	\$ 2,707,333	\$ 2,896,846	\$ 3,085,141	\$ 3,085,141	\$ 3,190,036	\$ 3,190,036
North of Pine Street	\$ 1,656,855	\$ 1,772,835	\$ 1,888,069	\$ 1,888,069	\$ 1,952,263	\$ 1,952,263
Flood Prone Property - CIW	\$ -	\$ -	\$ 395,000	\$ 395,000	\$ 395,000	\$ 395,000
Subtotal Conveyance Projects	\$ 32,078,141	\$ 34,323,611	\$ 36,577,969	\$ 36,577,969	\$ 37,653,499	\$ 37,653,499
Soft Costs (Engineering, Fees, Contingency etc.) - not escalated						
FPDCC Fees	\$ 3,113,000	\$ 3,113,000	\$ 3,173,082	\$ 3,173,082	\$ 3,173,082	\$ 3,173,082
Mitigation Fees - USACE	\$ 2,220,000	\$ 2,220,000	\$ 2,200,000	\$ 2,200,000	\$ 2,200,000	\$ 2,200,000
Engineering	\$ 4,761,178	\$ 4,761,178	\$ -	\$ -	\$ -	\$ -
Strand Contract R-78-2022	\$ -	\$ -	\$ 2,920,440	\$ 2,920,440	\$ 2,920,440	\$ 2,920,440
Strand Contract R-104-2022	\$ -	\$ -	\$ 65,000	\$ 65,000	\$ 65,000	\$ 65,000
Committed Engineering Costs			\$ 1,848,660	\$ 1,848,660	\$ 1,848,660	\$ 1,848,660
Construction Management - Storage	\$ 715,500	\$ 715,500	\$ -	\$ -	\$ -	\$ -
Jacobson Contract R-108-2022	\$ -	\$ -	\$ 45,000	\$ 45,000	\$ 45,000	\$ 45,000
Strand Contract R-75-2022	\$ -	\$ -	\$ 665,800	\$ 665,800	\$ 665,800	\$ 665,800
Construction Mgmt. - Hibbard / Crow	\$ 2,141,207	\$ 2,141,207	\$ 1,000,000	\$ 556,000	\$ 556,000	\$ 125,600
Strand Contract R-15-2024	\$ -	\$ -				\$ 430,400
Strand Contract R-38-2023	\$ -	\$ -		\$ 444,000	\$ 444,000	\$ 444,000
Partner Payments (NTHs, WPD, D36)	\$ 669,600	\$ 669,600	\$ 669,600	\$ 669,600	\$ 669,600	\$ 669,600
Contingency	\$ 10,075,791	\$ 10,075,791	\$ 6,724,726	\$ 5,764,745	\$ 5,764,745	\$ 5,375,652
Subtotal Soft Costs	\$ 23,696,276	\$ 23,696,276	\$ 19,312,308	\$ 18,352,327	\$ 18,352,327	\$ 17,963,234
Project Total	\$ 75,721,000	\$ 79,362,730	\$ 81,929,921	\$ 81,929,921	\$ 83,104,845	\$ 83,104,845

Allocated Contingency at 7/1/2024 (Note 2):	\$ 4,700,139
Previously Committed Costs at 6/1/2024 (Note 3):	\$ 48,974,709
DiMeo R-58-2024 (Note 5):	\$ (2,750)

Project Summary	
Total Costs Committed to Date (63%):	\$ 48,971,959
Balance to Complete (37%):	\$ 28,757,234
Remaining Contingency (19%):	\$ 5,375,652
Project Total:	\$ 83,104,845

- Notes:**
- Note 1) The original Council approved plan from November of 2020 was escalated through 12/31/2021 utilizing the U.S. Bureau of Labor Statistics December 31, 2021 Consumer Price Index report.
https://www.bls.gov/news.release/archives/cpi_01122022.htm
- Note 2) The cell highlighted in blue is the total amount of project contingency utilized as of March 1, 2023. This amount reflects contingency drawdowns of:
- North of Willow Project (DiMeo) - \$3,048,061
 - Design Engineering Hbbard / Conveyance (Strand) - \$72,922
 - Property Acquisition - \$145,000
 - CCFPD Fees - \$60,082
 - Construction Management - (Jacobssen) - \$45,000
 - Hibbard Preserve Storage (Berger) - \$959,981
 - Mitigation Fees - Totaled less than anticipated, difference added back to contingency +\$20,000
 - Crow Island contract (R-7-2024) -\$391,843
 - North of Willow Project closeout credit balance (DiMeo) (R-58-2024) +\$2,750
- Note 3) Cells highlighted in green reflect committed costs as of February 1, 2024. A "committed cost" is an amount that has already been expended or is contractually obligated to be paid in the future. The following is a summary of some of the substantial committed costs to date:
- R-51-2020 (8/4/2020): Strand - \$650,100, CCFP and Landfill Design Engineering.
 - R-25-2021 (2/19/2021): Strand - \$939,670, N. of Willow Design Engineering.
 - R-98-2021 (12/7/2022): Storm Trap Purchase - \$4,239,210.
 - R-74-2022 (6/21/2022): DiMeo - \$15,285,271 (\$426,673 reimbursable)
^ above does not include \$1,229,286 WPD alternatives costs.
 - R-75-2022 (6/21/2022): Strand - \$665,800, N. of Willow Construction Engineering.
 - R-78-2022 (6/21/2022): Strand - \$2,920,440, Conveyance Engineering.
 - R-88-2022 (8/16/2022): USACE Mitigation Fees - \$2,200,000.
 - R-58-2019 and R-27-2020: 9/6/22 payments made to New Trier High School (\$279,600) and Winnetka Park District (\$390,000).
 - R-69-2022 (11/15/2022): \$395,000 in flood prone property acquisition costs. In total the property acquisition cost is \$1,295,000 offset by \$900,000 grant from MWRD for a net cost of \$395,000.
 - R-104-2022 (10/6/2022): Hibbard Road stormwater design services - \$65,000.
 - R-106-2022 (10/18/2022): CCFPD IGA Fees - \$3,173,082.
 - R-108-2022 (10/18/2022): Golf course construction management costs - \$45,000 (Jacobsen
 - R-128-2022 (12/6/2022): Tree Removal Contract with Homer Tree Removal - \$232,440.
 - R-129-2022 (12/6/2022): Tree Removal Contract with DiMeo Construction - \$165,000.
 - R-21-2023 (2/7/2023): Berger Contract - \$6,584,876, Hibbard road stormwater project.
 - R-38-2023 (3/21/2023): Strand Engineering - \$444,000 for resident engineering services on Hibbard road.
 - R-83-2023 (9/5/2023): Crow Island Storm Trap purchase - \$1,881,000.
 - R-7-2024 (2/6/2024): DiMeo - Crow Island Storage contract - \$7,491,710.
 - R-58-2024 (6/18/2024): Strand Crow Island Construction Management - \$430,400.
- Note 4) As was done on January 1, 2022, and January 1, 2023 the Council approved plan is being escalated utilizing the U.S. Bureau of Labor Statistics December 31, 2023 Consumer Price Index report. The escalation captures the annual CPI for 2023: 3.4%. The escalation factor is only applied to portions of the project that have not been committed and does not apply to soft costs such as construction management or contingency.
https://www.bls.gov/news.release/archives/cpi_01122023.htm
<https://www.bls.gov/news.release/pdf/cpi.pdf>
- Note 5) Cells highlighted in pink reflect a credit of \$2,750 to the Village in association with Change Order No.3 to close out the North of Willow Road Stormwater Storage Project. This change order which allocates additional cost to the Winnteka Park District will be considered at the June 18th Council meeting via resolution R-58-2024.



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) (Adoption)

PRESENTER: David Schoon

AGENDA DATE: June 18, 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.

06-04-2024: Village Council approved introduction of Ordinance No. M-08-2024

EXECUTIVE SUMMARY:

On June 18, 2024, the Village Council is scheduled to consider adoption of following two approval documents:

- 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) (**Attachment 2**) (**Adoption**); and
- 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) (**Attachment 3**) (**Adoption**).

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.

At the June 4, 2024, Village Council meeting, the Council heard from Village staff, the Applicant, and two members of the public. The Council then discussed the proposed development. The Council's discussion focused on the design of the building and the logistics regarding the construction of the building and its impact on businesses. Some Council members expressed concerns regarding the proposed design of the building, which was significantly different from the design the Council reviewed during concept plan review. Some expressed disappointment that the design varied so much from that design presented to the Council at the June 2023 concept plan review. A majority of the Council found that the corner building element appeared heavy, looming, and massive, and that they would like to see this element refined in order to address this concern. The Council decided the preliminary planned development approval could be approved with the condition that when the Applicant returns to the Council for final planned development approval that they would provide additional detailing and refinement to the corner element to reduce its heaviness and massiveness. To reflect this condition, Ordinance No. M-08-2024 has been revised on page 7 to read as follows (additions are **bold and double-underlined**; and deleted text is ~~struck through~~):

SECTION 9: CONDITIONS.

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, **except the design elements and massing of the portion of the Building at the corner of Elm Street and Green Bay Road shall be further studied and revised to reduce the mass and bulk of this portion of the Building for consideration by the Village Council as part of the Final PD Ordinance.**

The Applicant has informed staff that though they will not have time prior to the June 18 meeting to fully develop revisions to the building design in response to the Council's comments at the June 4 meeting; they do plan to present at the June 18 meeting some sketches regarding their initial thoughts of how they could address the Council's comments. This way they can receive feedback from the entire Council at one time as they prepare to revise the design for their final planned development submittal. The Applicant continues to request that at the June 18 meeting the Council approve the preliminary planned development ordinance as amended.

Also attached is a memorandum from the Village Attorney summarizing the contents and structure of the approval documents (**Attachment 1**), as well as a written comment from a member of the public that was received since the June 4, 2024, Council meeting (**Attachment 4**).

RECOMMENDATION:

Consider adoption 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).

Consideration adoption of 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).

ATTACHMENTS:

1. Village Attorney Memo Summarizing Approval Documents
2. Ordinance No. M-08-2024: Granting Preliminary Approval of a Planned Development, Zoning Exceptions, Special Uses, and a Preliminary Plat
3. Resolution No. R-54-2024: Approving a Development Agreement Between the Village of Winnetka and JPMorgan Chase Bank (791 Elm Street)
4. Public Comments

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 $\frac{3}{4}$ inches;
- An exception to allow a corner yard setback along Green Bay Road of no greater than 11 feet, 1 $\frac{3}{4}$ 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 (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, except the design elements and massing of the portion of the Building at the corner of Elm Street and Green Bay Road shall be further studied and revised to reduce the mass and bulk of this portion of the Building for consideration by the Village Council as part of the Final PD Ordinance.

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 18 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: June __, 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)

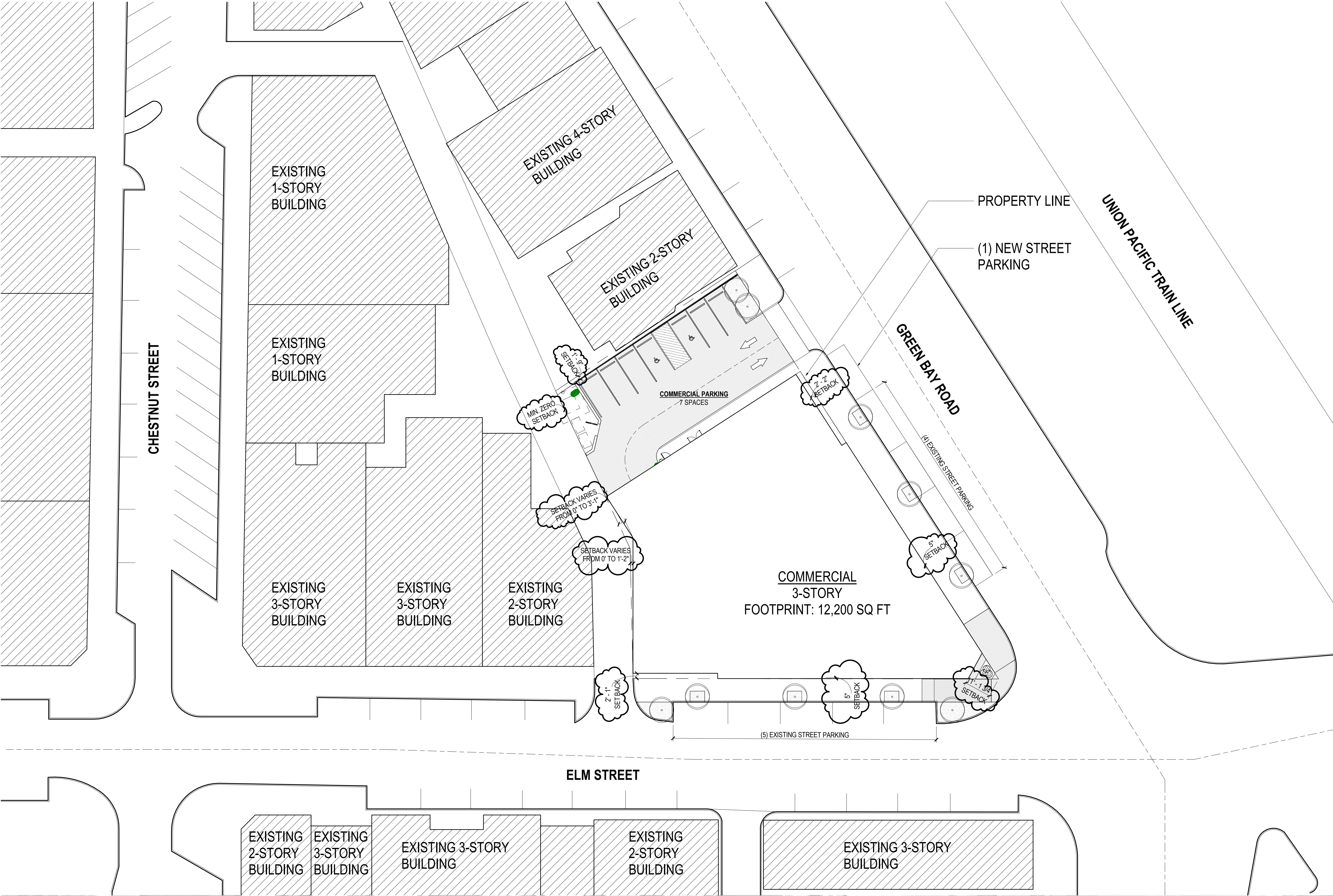
Upon adoption of Ordinance, the Development Agreement to be inserted.

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

EXHIBIT C

Floor and Site Plan

(See Attached Exhibit C)



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

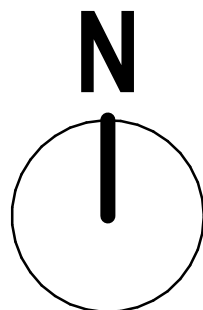
EXCEPTIONS REQUIRED:

- 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
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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

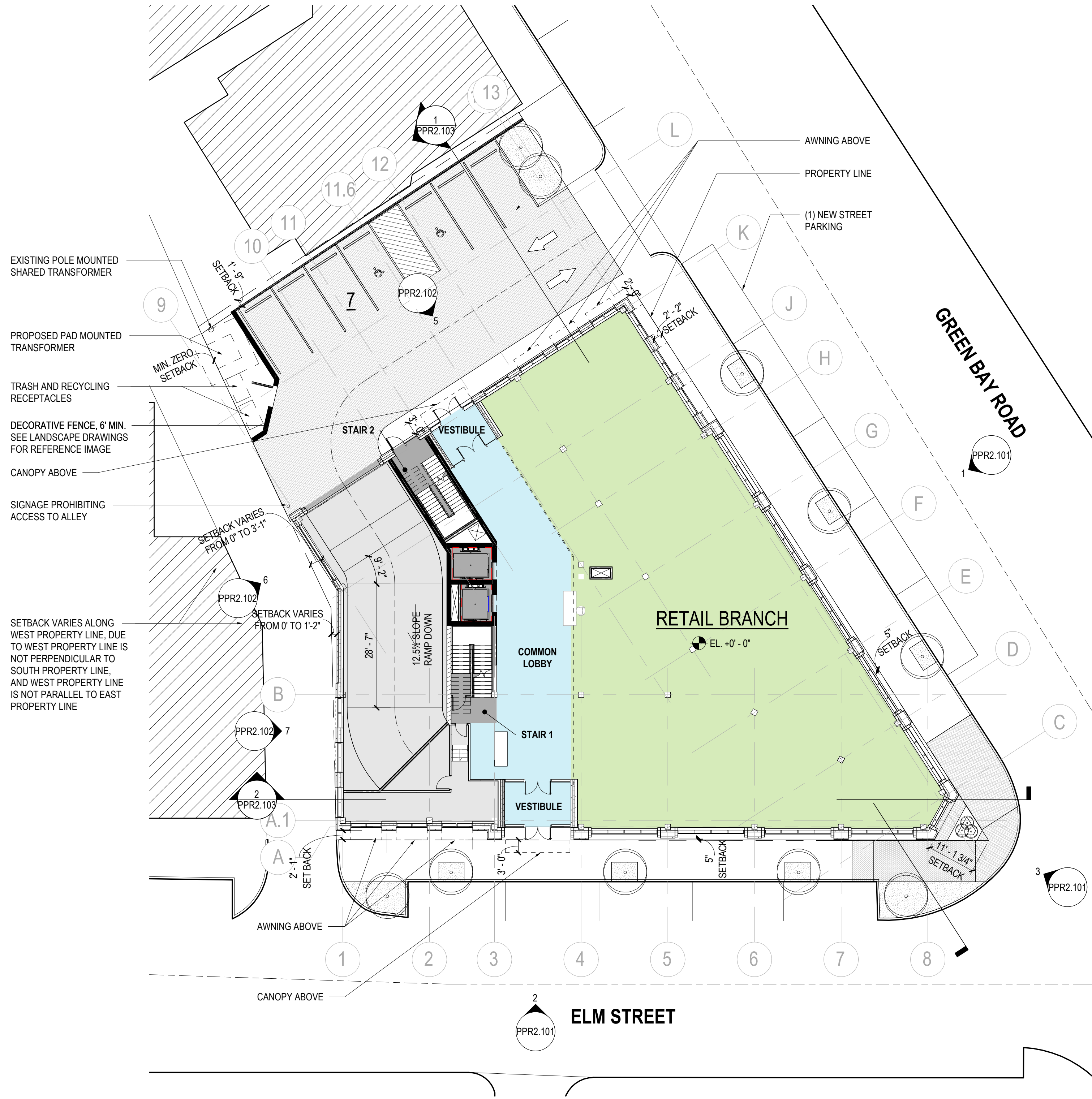
Description

SITE PLAN

Scale

As indicated

PPR1.100

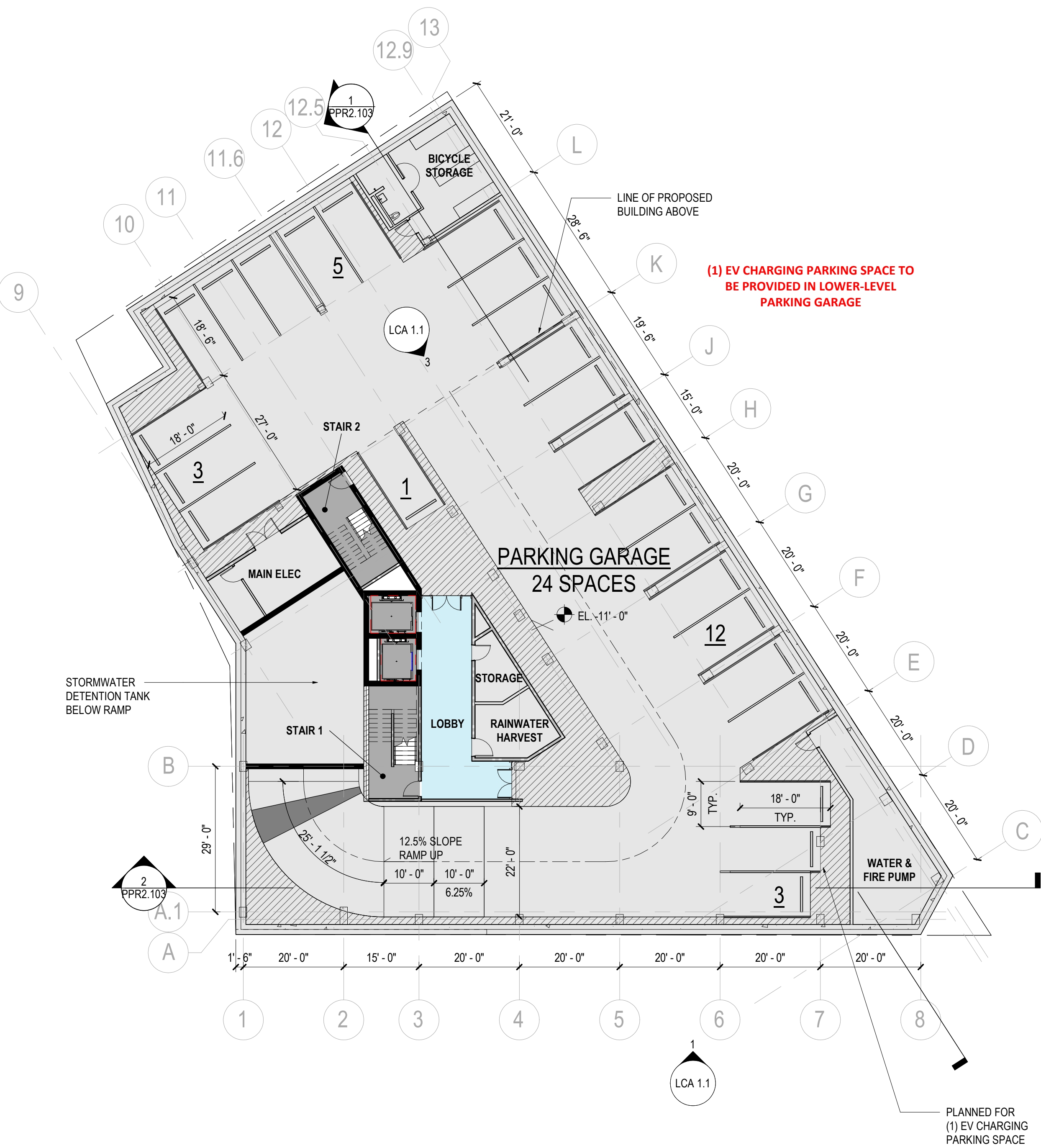


GSF: 10,400 SF
Floor Area calculated for parking*: 5,000 SF (Appendix A)

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
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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

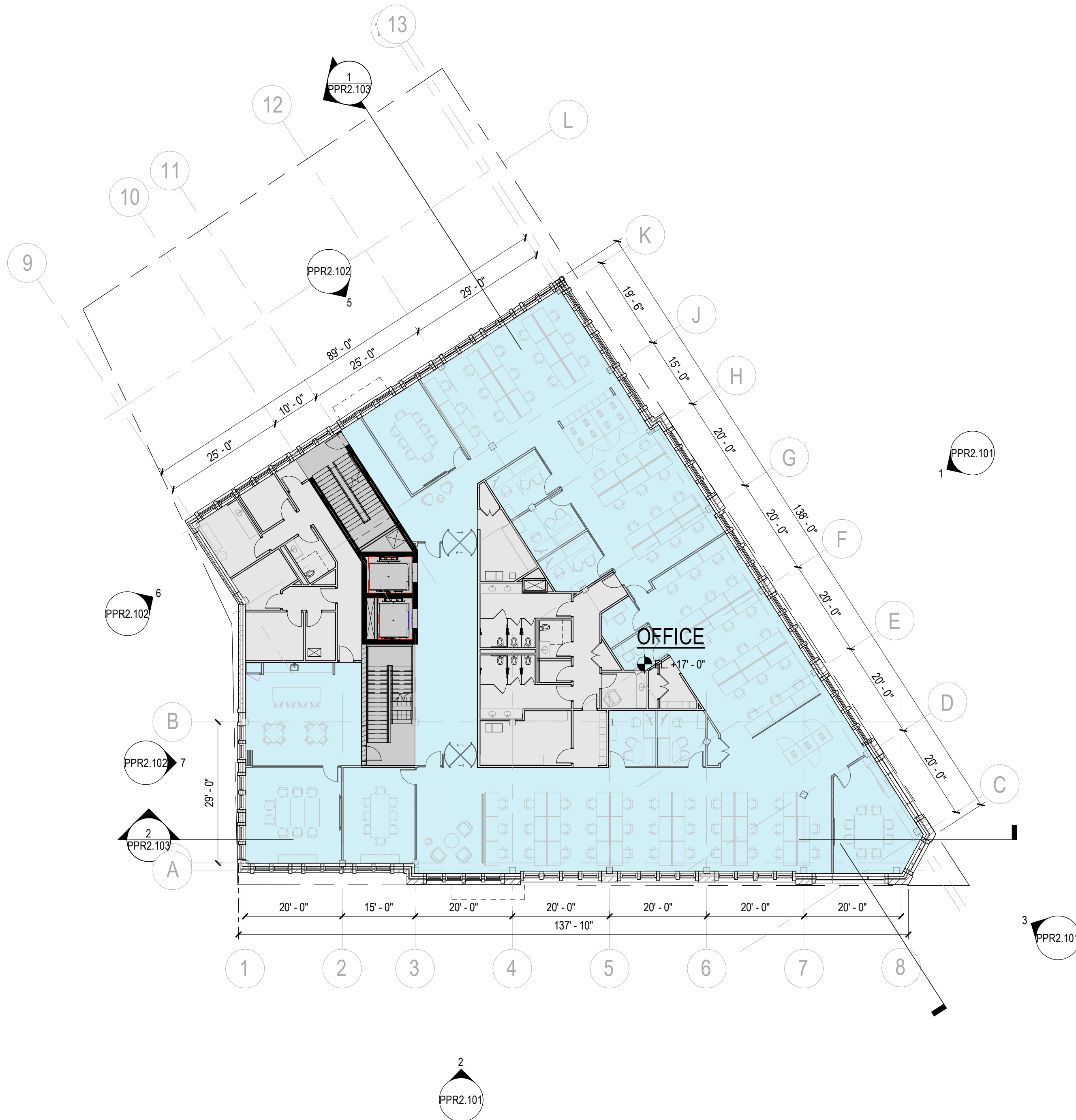
Seal / Signature

**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.

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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"

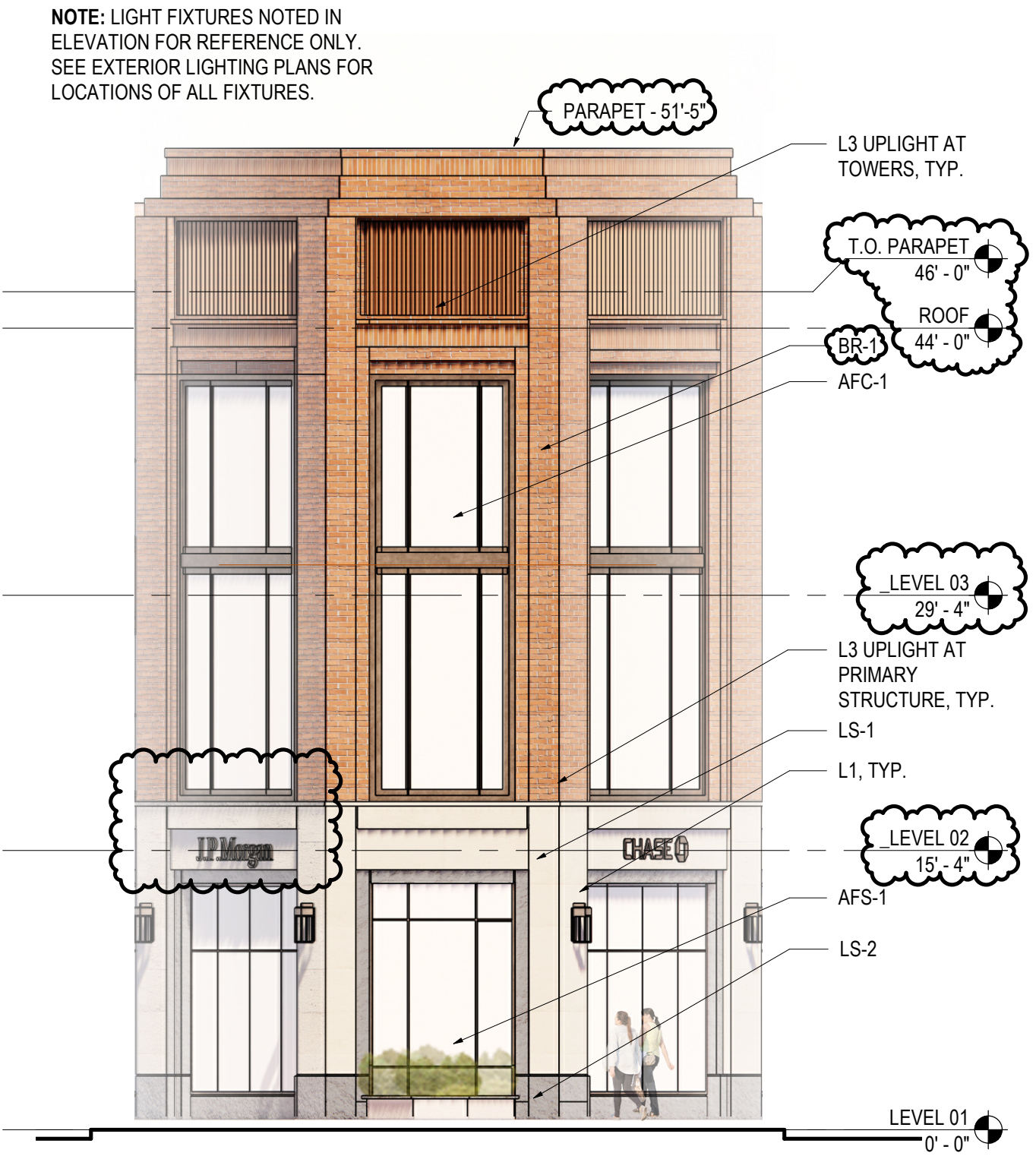
EXTERIOR MATERIAL SCHEDULE			
TAG	DESCRIPTION	COLOR	MANUFACTURER
AFS-1	ALUMINUM-FRAMED STOREFRONT	DARK BRONZE	KAWNEER OR EQ.
AFC-1	ALUMINUM-FRAMED CURTAIN WALL	DARK BRONZE	KAWNEER OR EQ.
WN-1	ALUMINUM-FRAMED WINDOW	DARK BRONZE	KAWNEER OR EQ.
LVR-1	LOUVER	ADOBE TO MATCH TC-1	CONSTRUCTION SPECIALTIES OR 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"

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

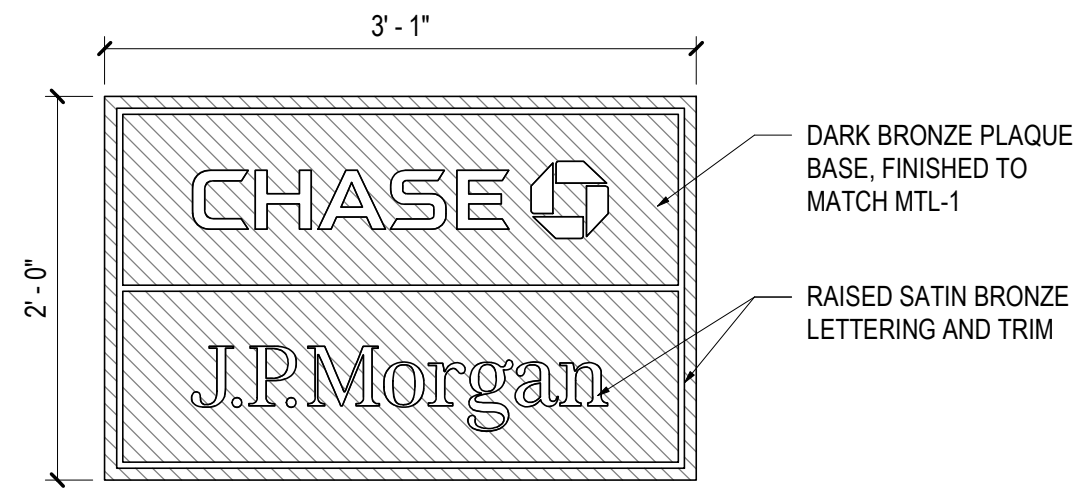
Seal / Signature

NOT FOR
CONSTRUCTION

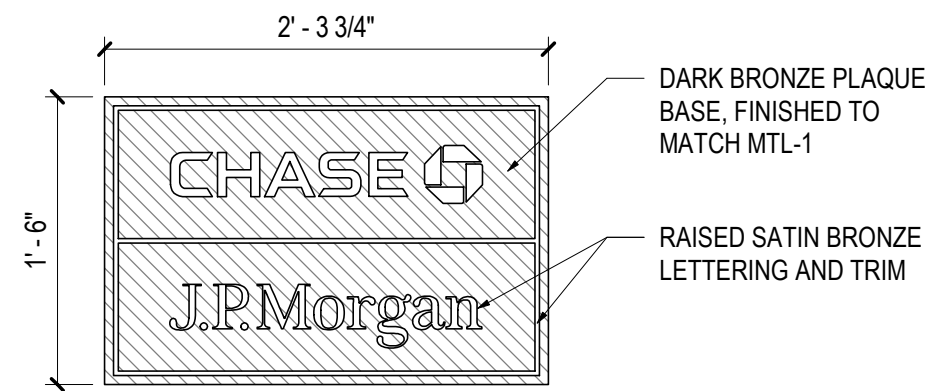
Project Name
JPMorgan Chase Private Bank,
Winnetka
Project Number
21.1062.000
Description
BUILDING ELEVATIONS

Scale
As indicated

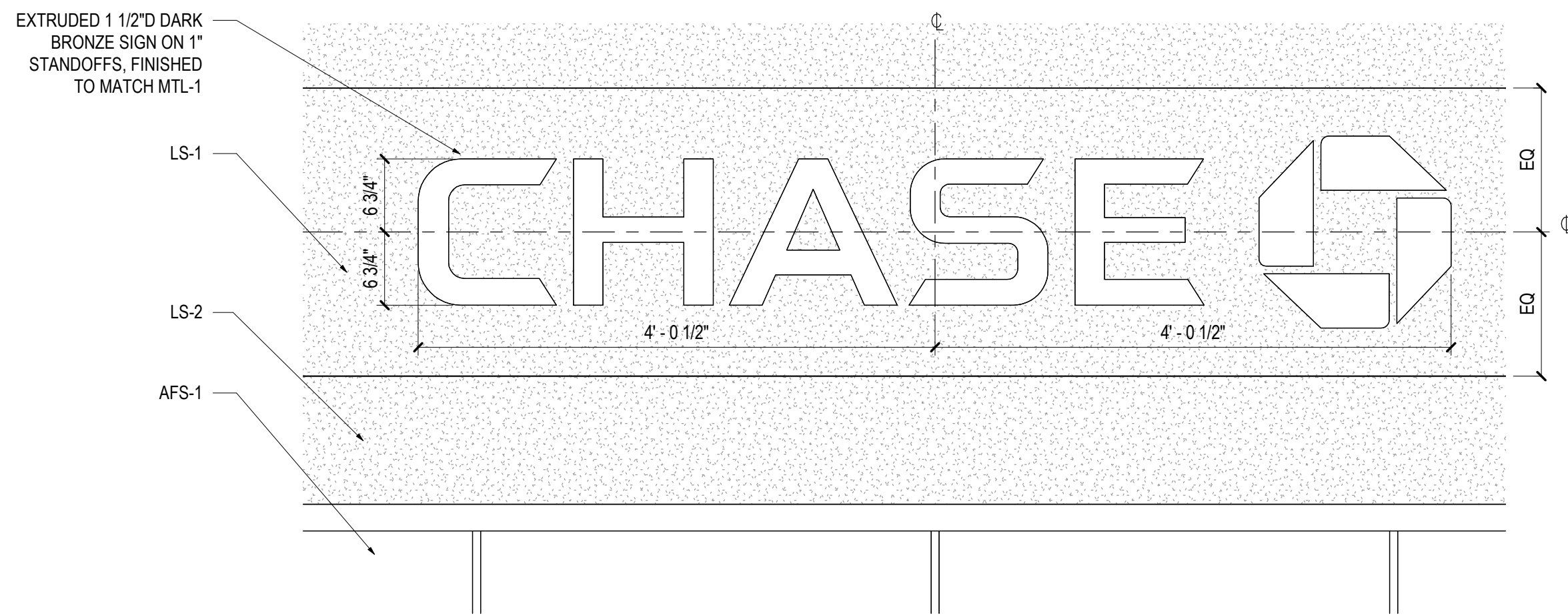
PPR2.101



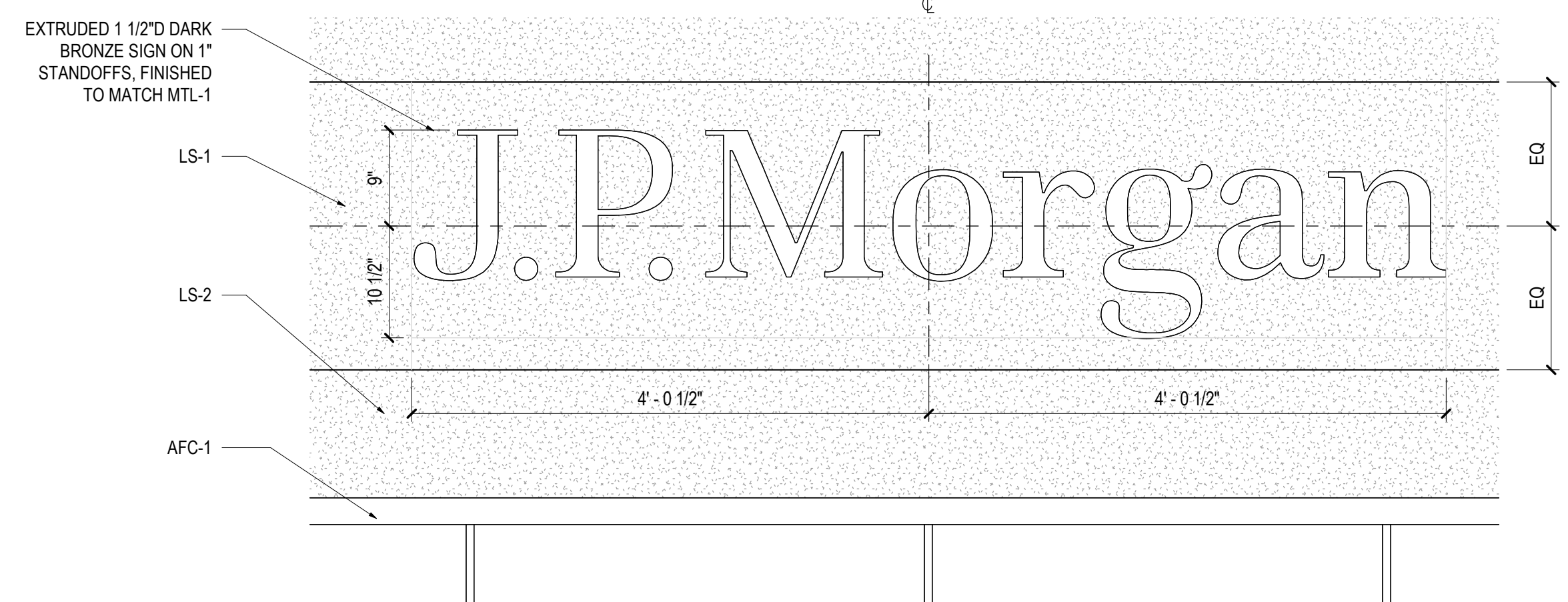
1 DETAIL - SIGNAGE - SOUTH ENTRY PLAQUE
SCALE: 1" = 1'-0"



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



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



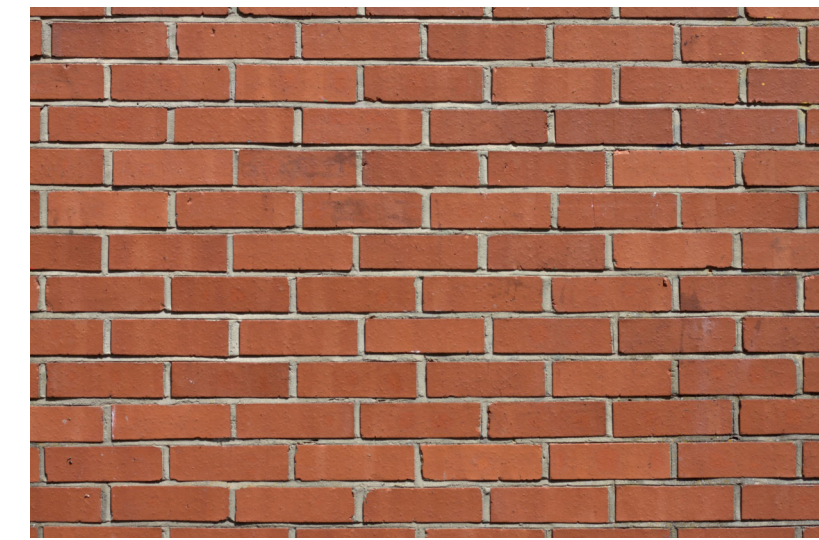
4 SIGN ELEVATION - ELM STREET
SCALE: 1" = 1'-0"

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

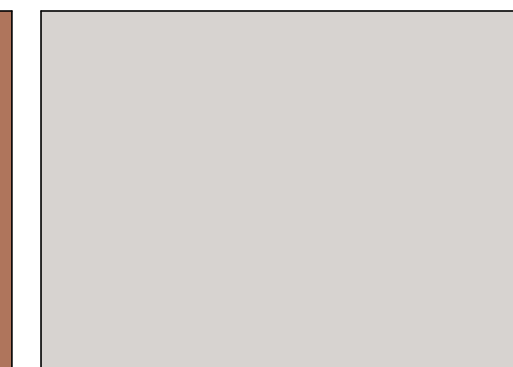
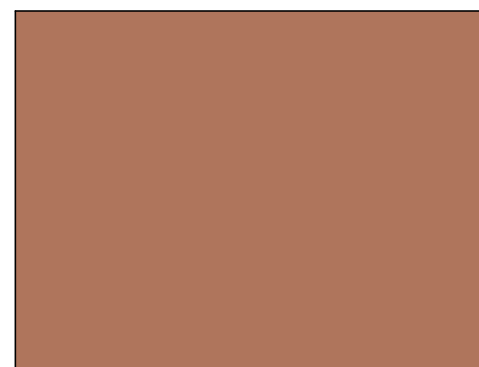
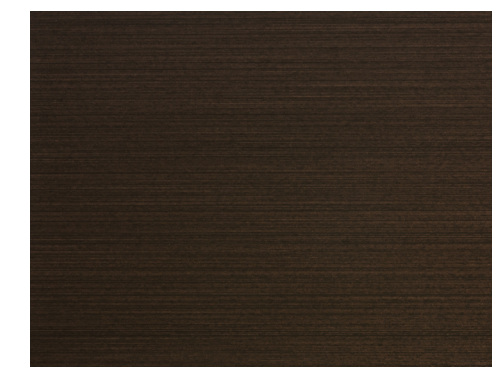
LS-1
LIMESTONE - LIGHT BUFF, SMOOTH



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

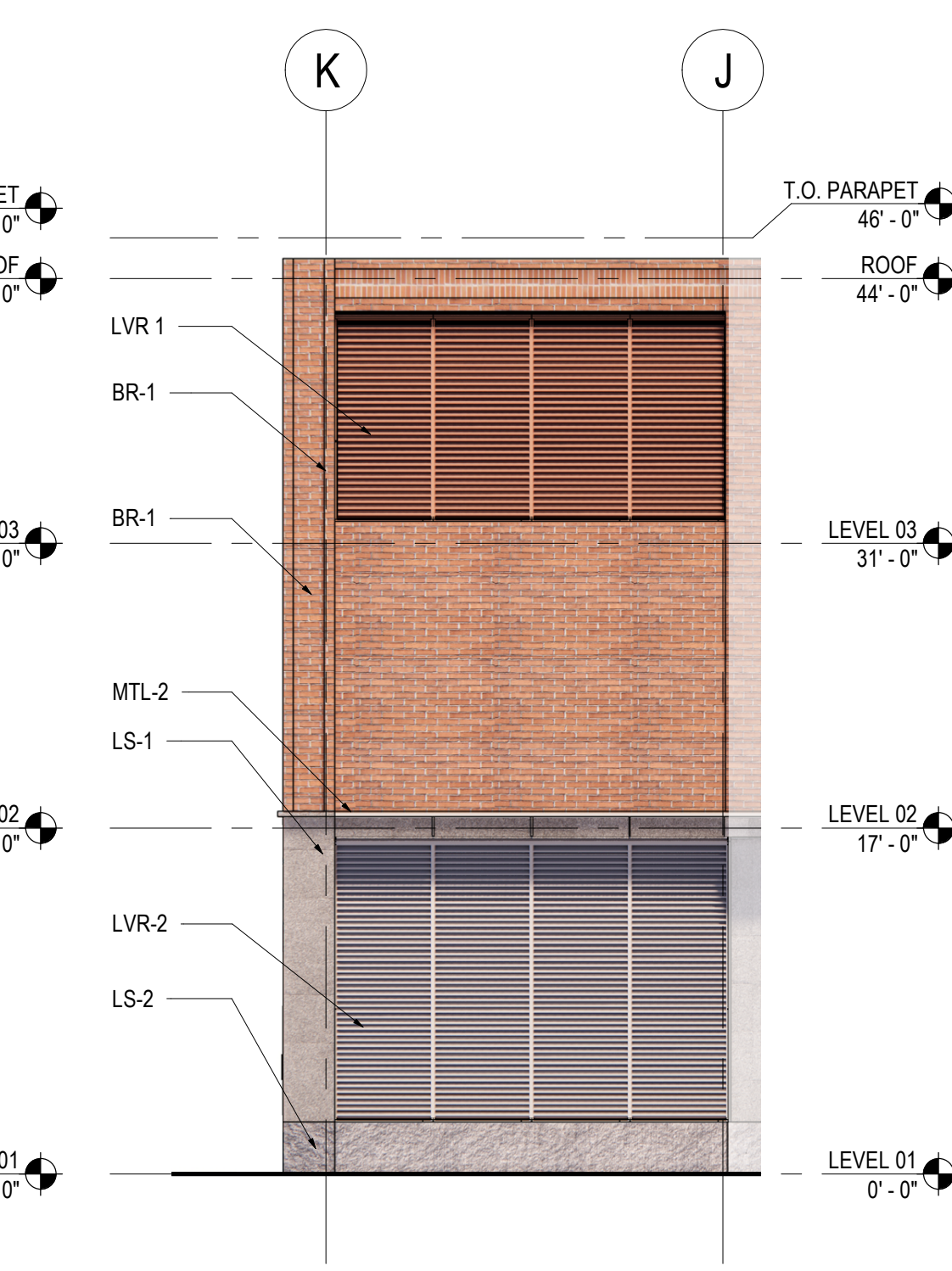
LVR-2, MTL-2
GRAY TO MATCH LIMESTONE

EXTERIOR MATERIALS

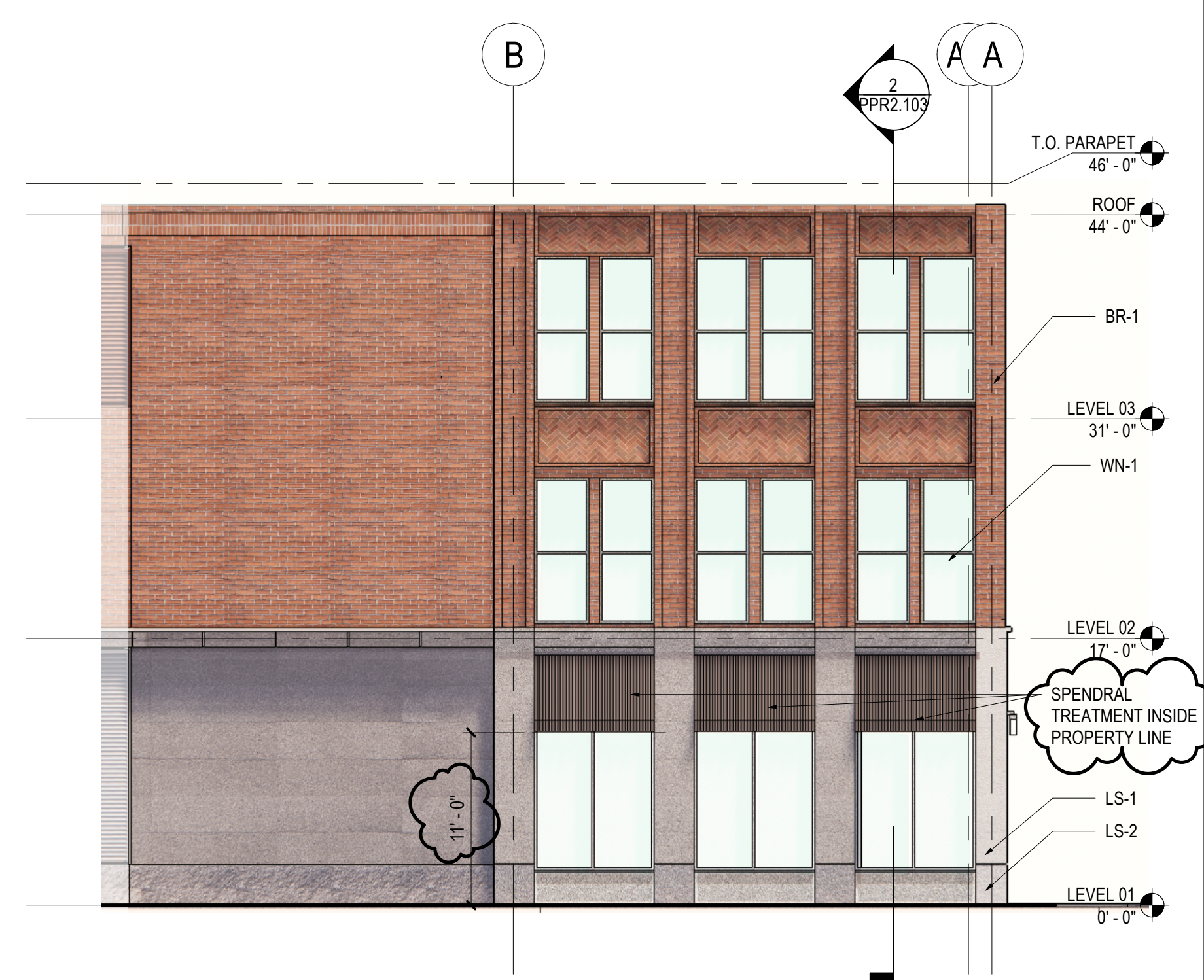
SCALE: 12" = 1'-0"



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.

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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

EXHIBIT E

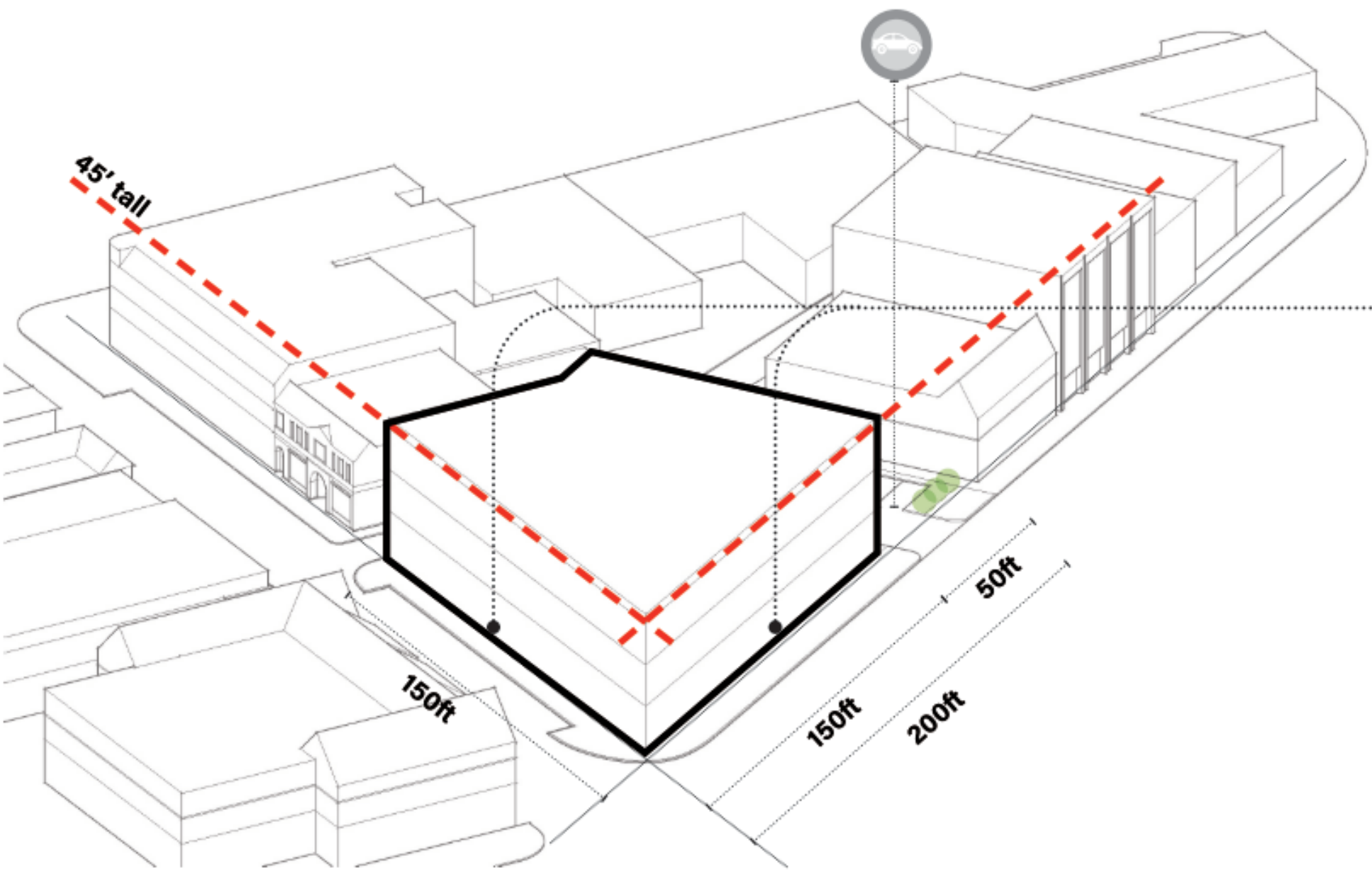
Massing Strategies Plan

(See Attached Exhibit E)

Gensler

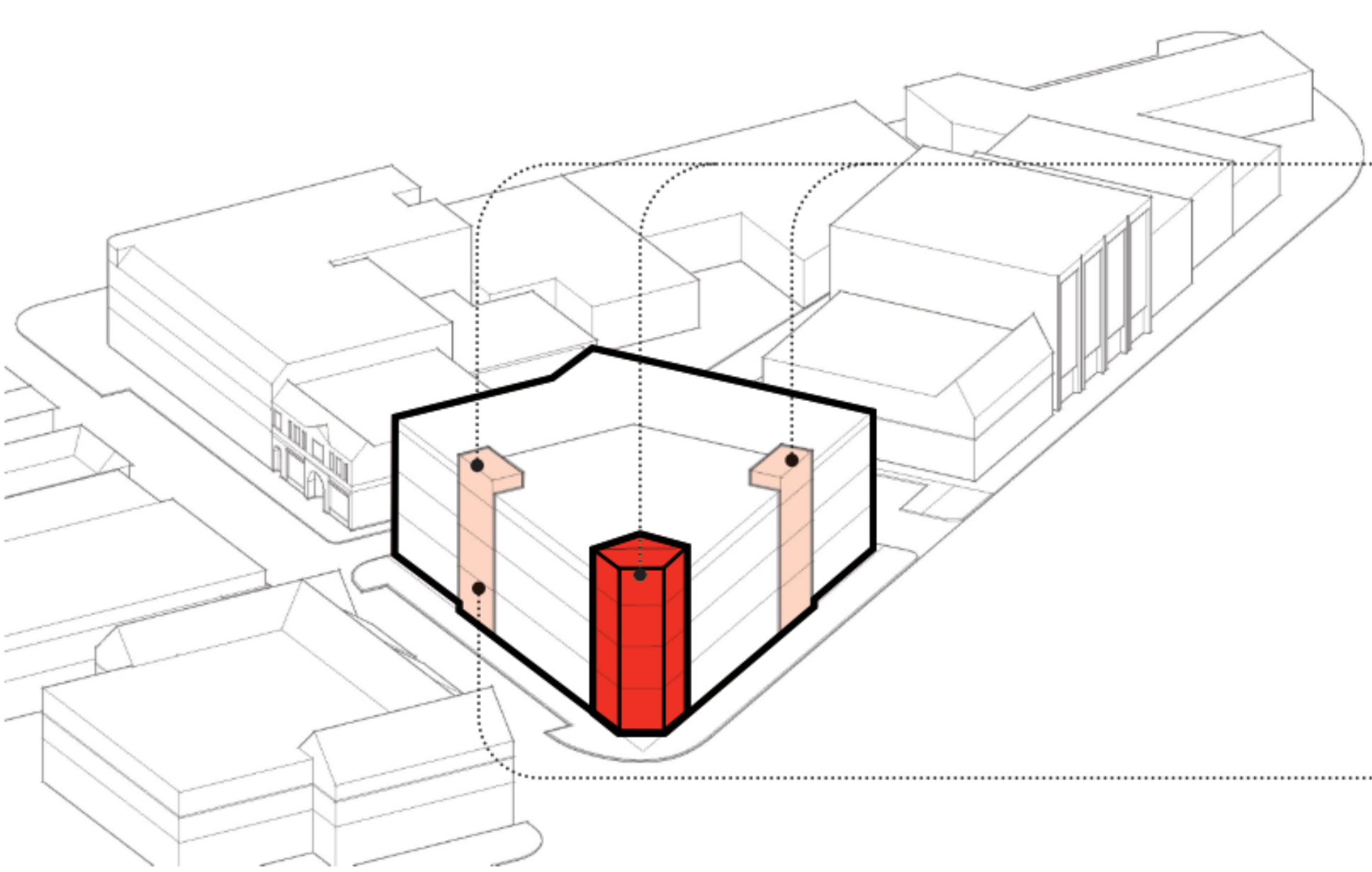
11 East Madison Street
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Chicago, IL 60602
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Tel 312.456.0123
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BUILDING MASS



- 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

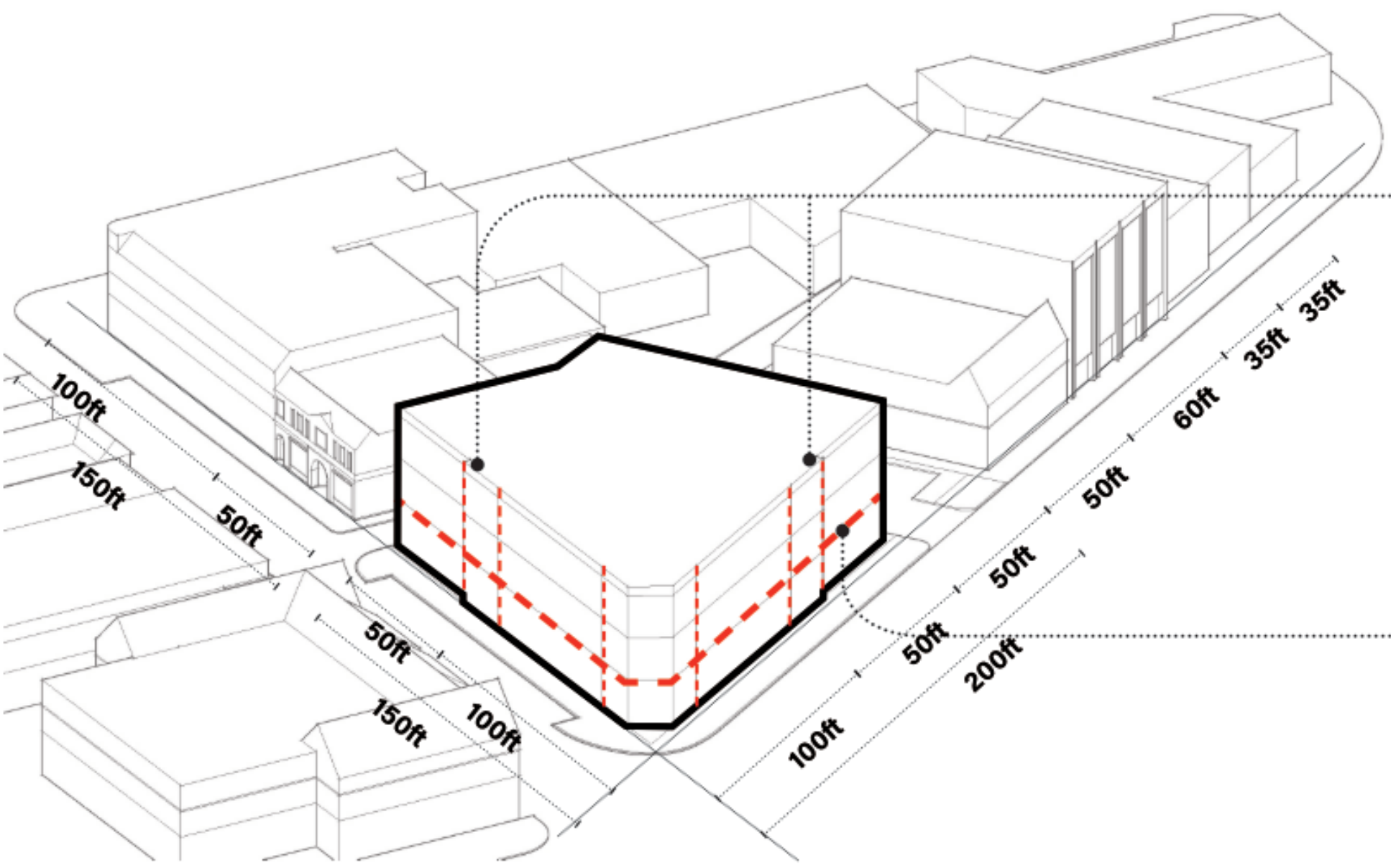
ARTICULATION



- 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

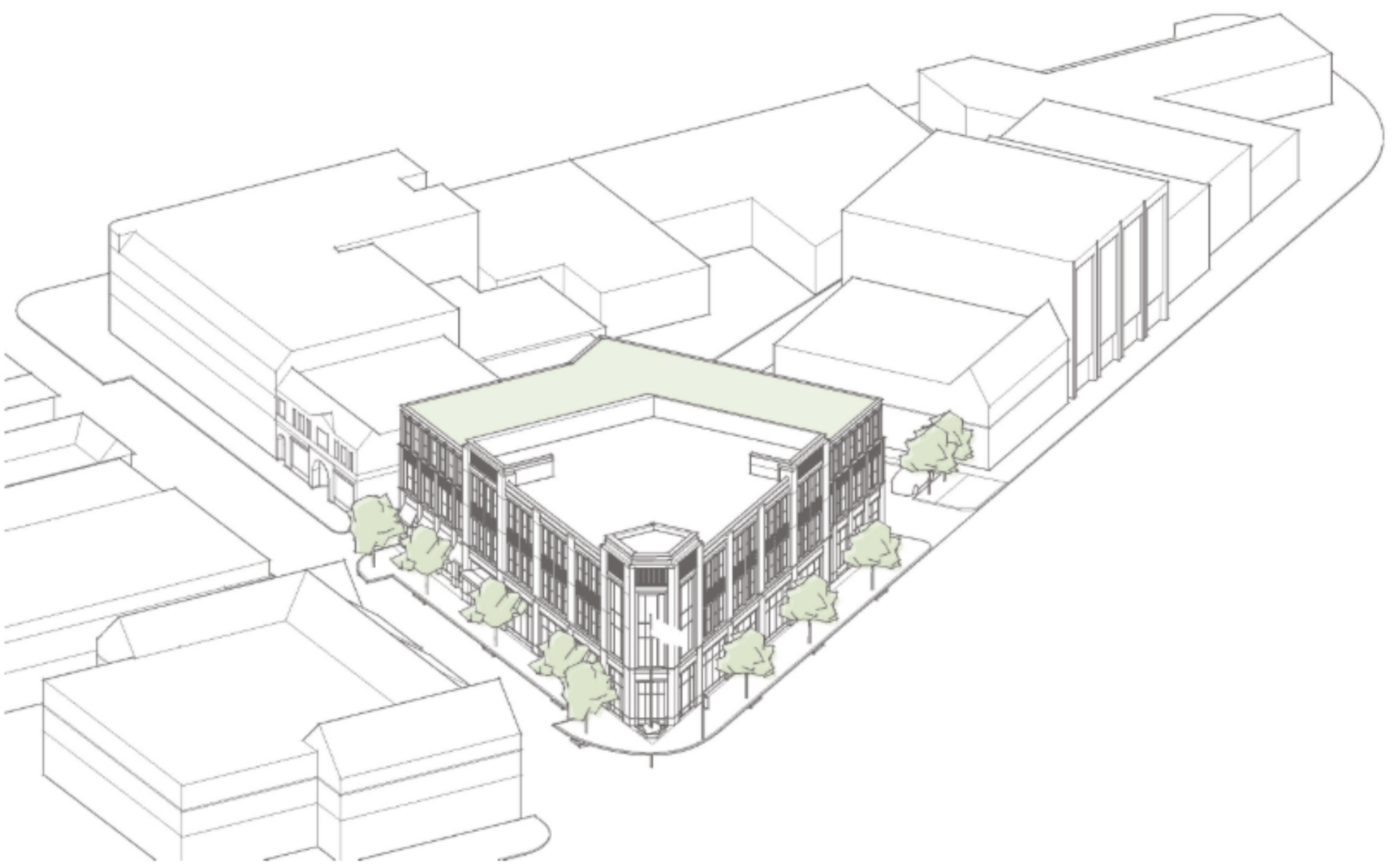
PROPORTION /SCALE



- 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)

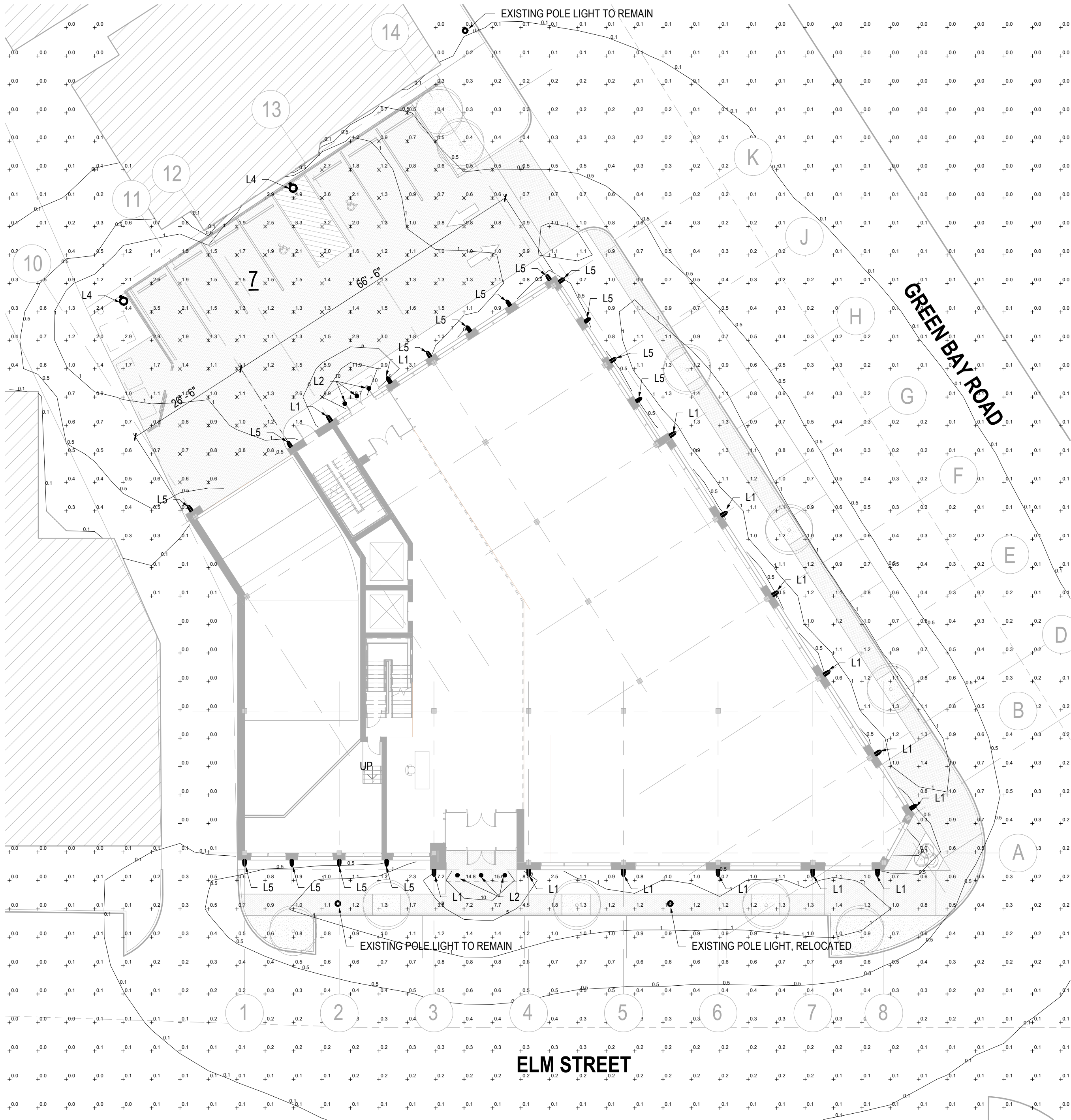
Date	Description
1 08/18/2023	Issued For Village PD

Seal / Signature

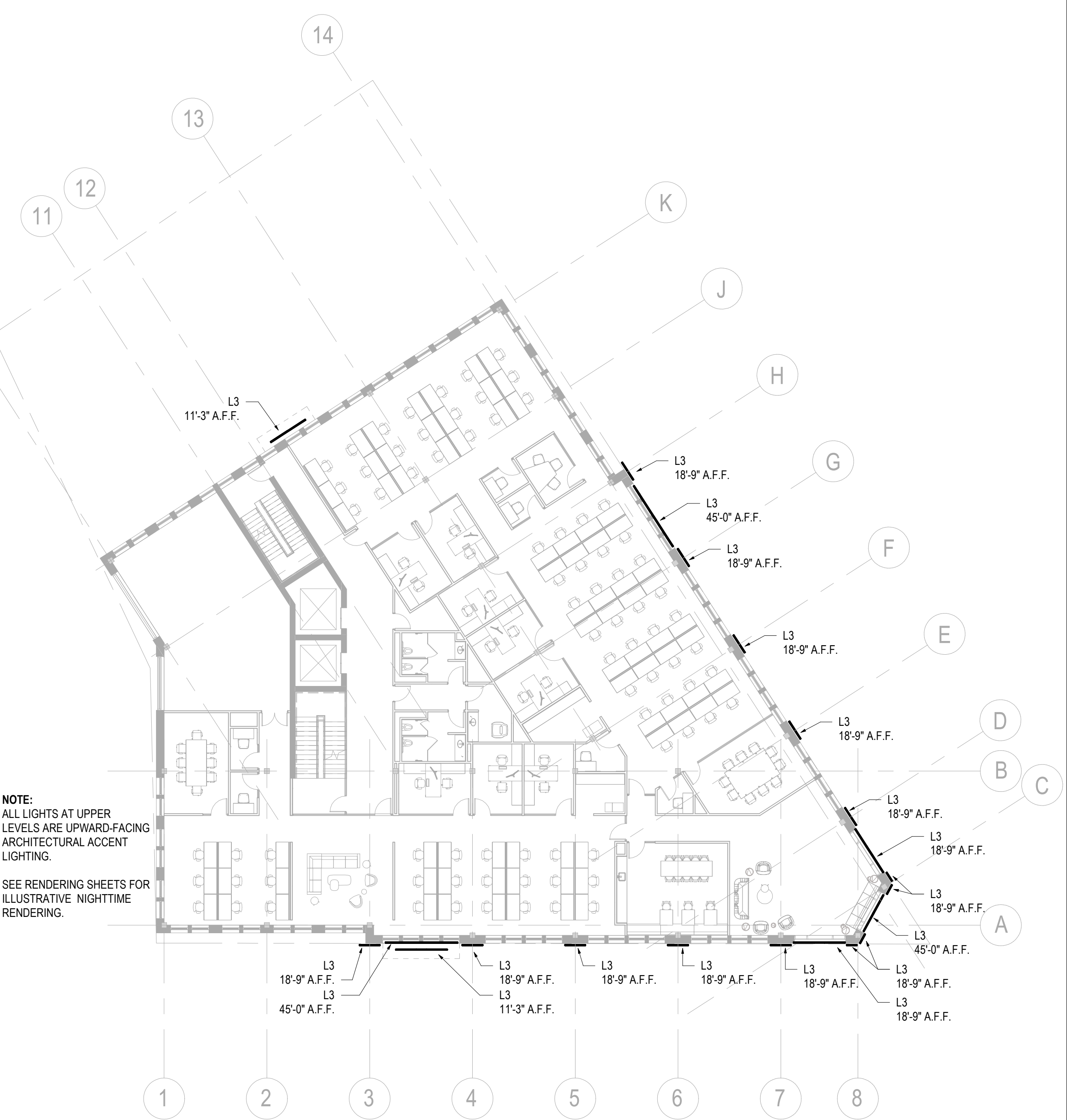
NOT FOR CONSTRUCTION

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

Scale
As indicated



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)

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.
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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

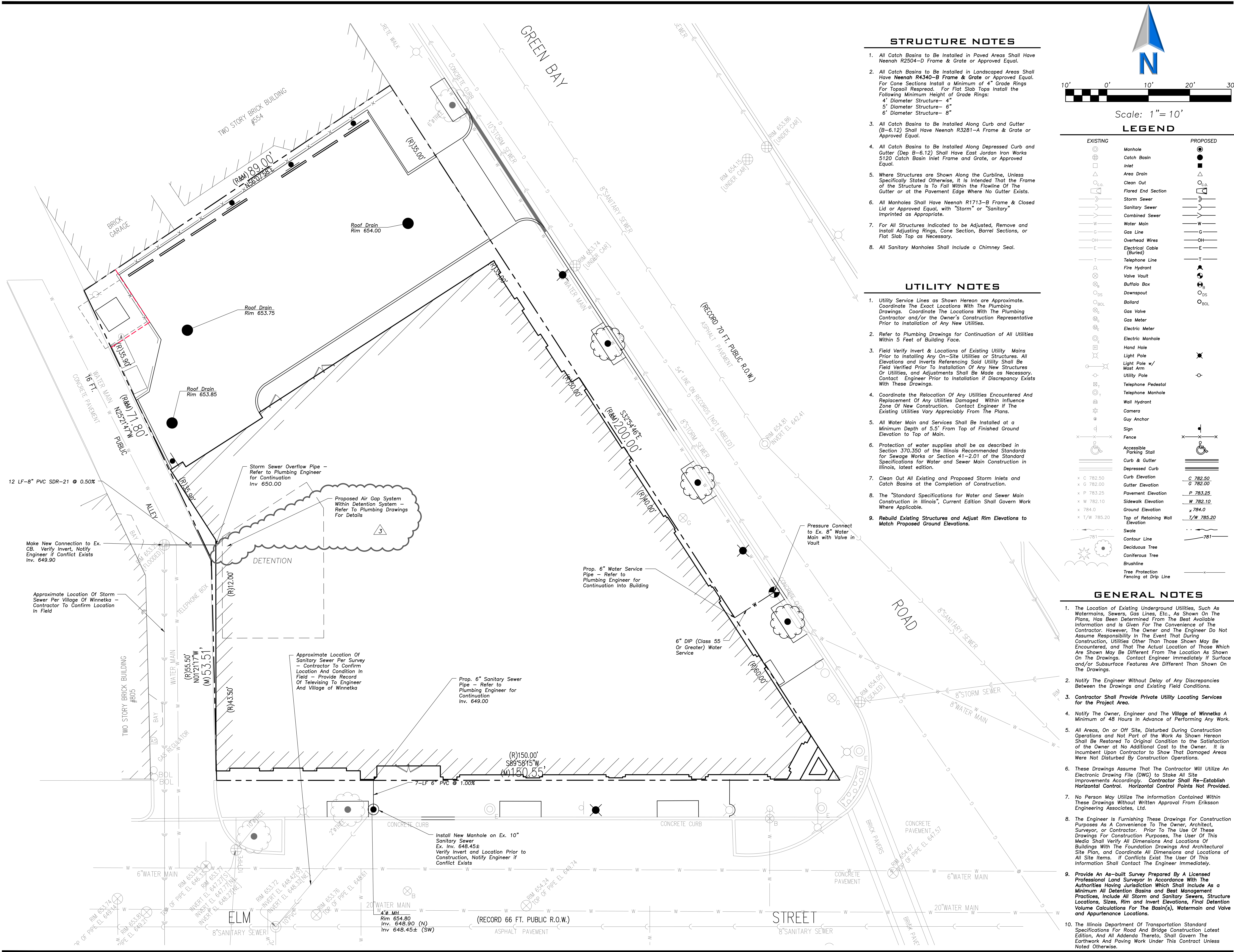
Description

CIVIL ENGINEERING
COVER SHEET

Scale

1" = 20'

C0.00



JPMORGAN CHASE & CO.
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ASSOCIATES, LTD.

145 COMMERCIAL DRIVE, SUITE A
GRAYSLAKE, ILLINOIS 60030
PHONE (847) 223-4804
FAX (847) 223-4864
WWW.INFO@EERLTD.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

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Page 105 of 280

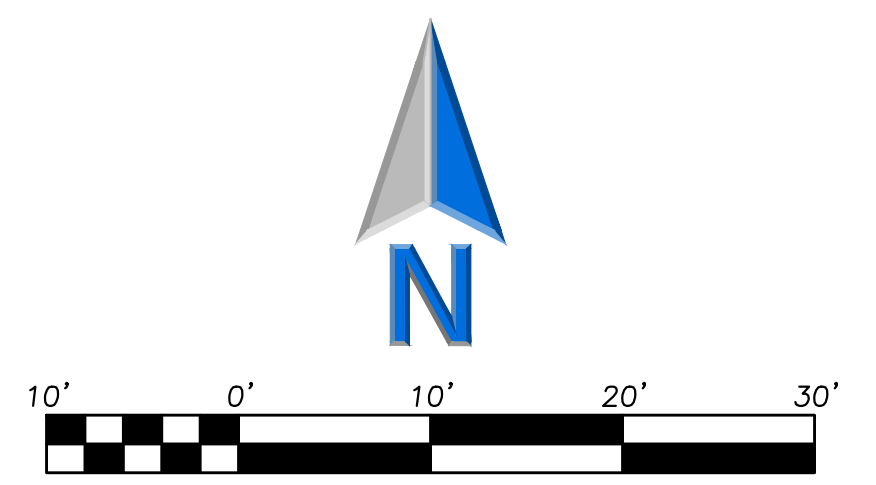


PAVING & SURFACE LEGEND

- Concrete Sidewalk Section
2" Portland Cement Concrete
4" Aggregate Base Course, Type B, Crushed
- Concrete Driveway Section
2" Portland Cement Concrete
6"x6" W2.9xW2.9 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
Grouted 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 2:12 in Any Direction. Maximum Sidewalk Cross Slope Shall be 2:12. Maximum Longitudinal Sidewalk Slope Shall Be 4:12. Contact Engineer if Conflicts Exist.
- Rebuild Existing Structures and Adjust Rim Elevations to Match Proposed Ground Elevations.



Scale: 1" = 10'

LEGEND

- | 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 |
| Corner | Corner |
| 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 |
| Brutline | Brutline |
| 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.

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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
10/18/2023	ISSUED FOR VILLAGE PD
10/27/2023	PERMIT REVISIONS
12/15/2023	ISSUED FOR 100% SD
12/15/2023	PERMIT REVISIONS

Seal / Signature

NOT FOR CONSTRUCTION

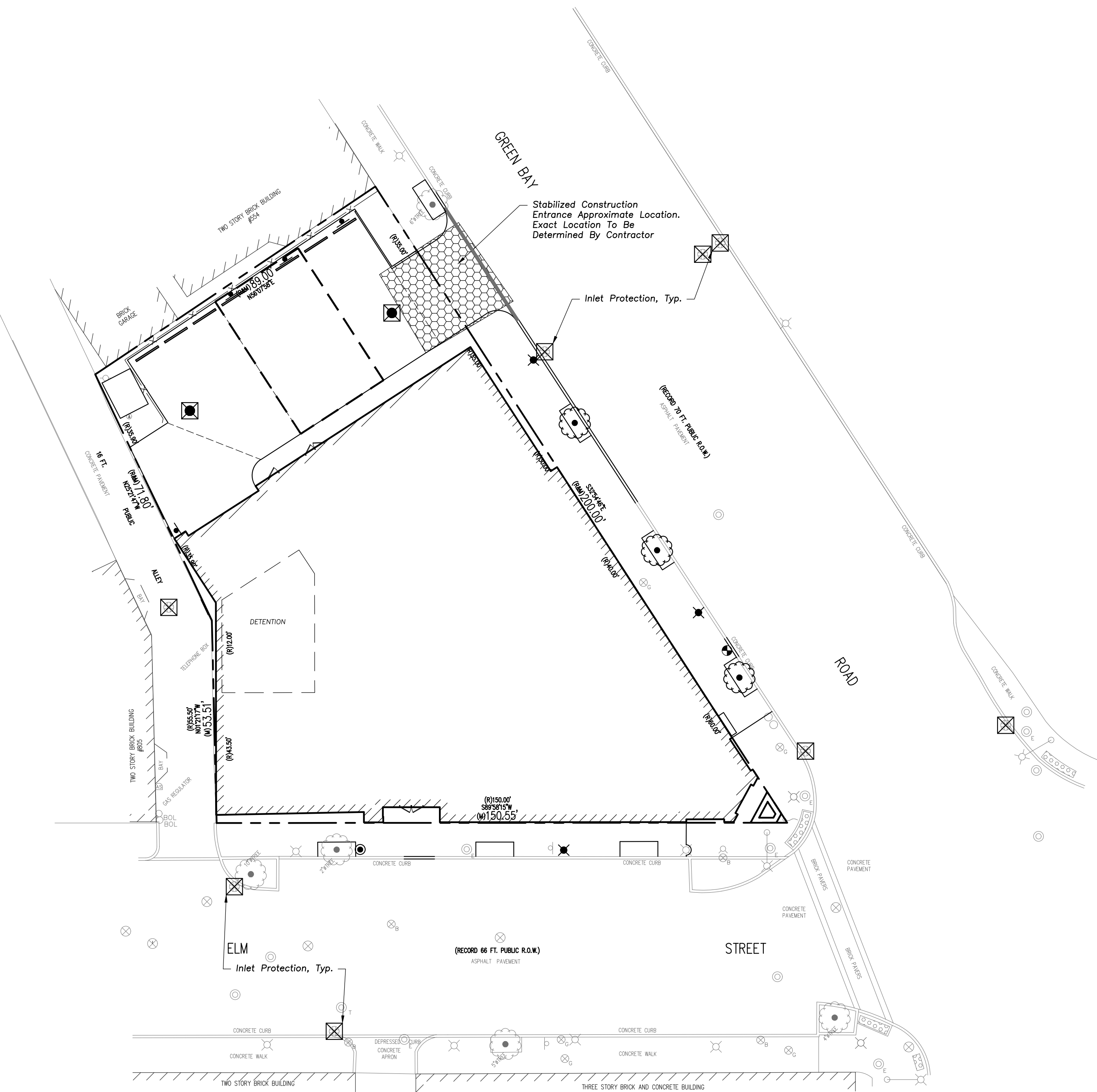
Project Name

Project Number

Description
SITE GRADING AND PAVING PLAN

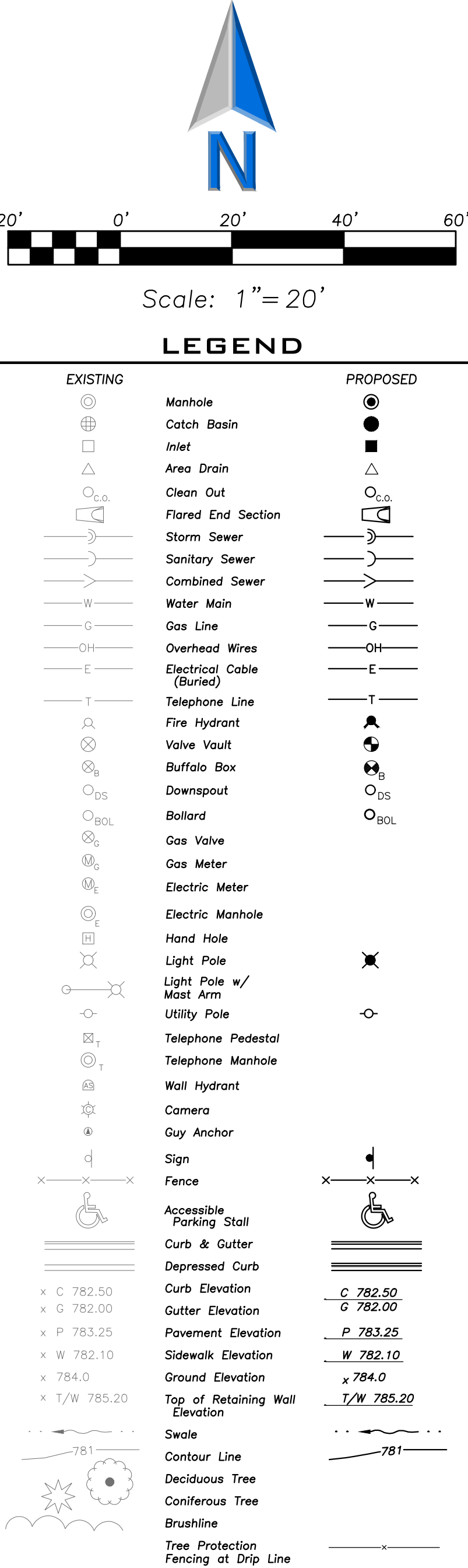
Scale

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.
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 - 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.



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.

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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

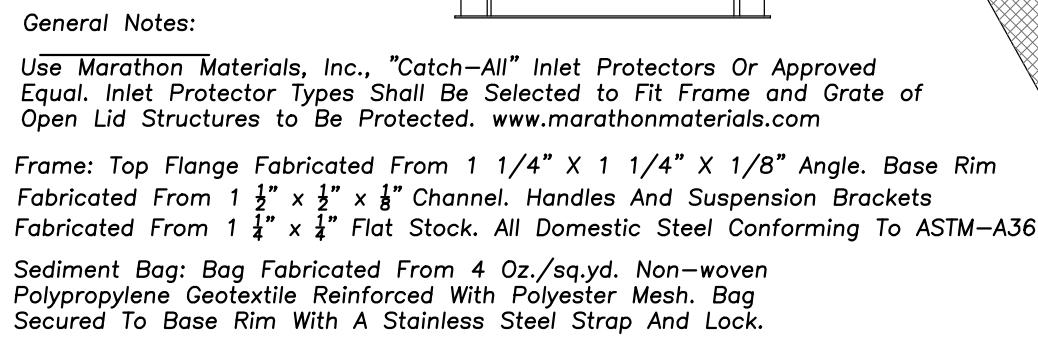
Project Name
JPMorgan Chase Private Bank, Winnetka

Project Number
21.1062.000

Description
SOIL EROSION AND SEDIMENTATION CONTROL PLAN

Scale
1" = 20'

C5.00



The image contains two technical drawings illustrating joint details in a concrete slab.

EXPANSION JOINT: This drawing shows a cross-section of a concrete slab with a poured sealant at the joint. The joint is labeled "Each Expansion Joint: 3/4\" Space At 40' Interval, Max." The drawing includes dimensions for the slab thickness and the joint width.

CONTROL JOINT: This drawing shows a cross-section of a concrete slab with a sawcut joint. The joint is labeled "Tooled Joint 1/8\" Wide With 1/4\" Radius" and "Sawcut Joint 1/8\" Wide". The drawing includes dimensions for the slab thickness, the joint width, and the distance between joints, which is noted as "4'-6\" Or As Shown On Drawgs."

Joint Details: This drawing shows a cross-section of a joint with a 2.0% maximum cross slope. The joint is labeled "Width As Shown On Plans" and "2.0% Maximum Cross Slope". The drawing includes dimensions for the slab thickness, the joint width, and the distance between joints. The joint is labeled "Portland Cement Concrete, Class Sl, Fine to Medium Broom Finish" and "IDOT CA-6 Gradation, Granular Sub-base, Type B".

Alternate Slope To Be Used if Pavement Slopes Away From Curb.

1" 6"

Class SI Concrete

3"R 2"R

3/4" 7'ft.

6" 6" 6" 6"

9"

(Depressed Driveway Curb Only)

#4 Rebars, Epoxy Coated

Aggregate Base (4" Min.)

Compacted Clay Sub-Base

- Notes:
1. A 1" Expansion Joint Shall Be Installed At All Points of Curvature For Short Radius (Under 25 ft) Curves. Maximum Expansion Joint Spacing Is 50'. Expansion Joints Shall Be Constructed With 1" Thick Preformed Expansion Joint Filler Conforming To The Curb And Gutter Cross Section And Shall Be Provided With One, 1/4" x 18" Long, Coated Smooth Dowel Bar. The Dowel Bar Shall Be Fitted With A Cap With A Pinched Stop Which Provides A Minimum Of 1" Of Expansion.
 2. Maximum Contraction (Control) Joint Spacing Shall Be 20'.

Diagram illustrating the dimensions for a wheelchair:

- Overall width: 2'-9"±
- Wheel diameter: 2'Dia.±

Note: All Paint Shall Be 4" Wide Yellow Lines (Typ.)

Technical drawing of a 10-foot high signpost with two signs. The top sign is R7-8, a rectangular "RESERVED PARKING" sign with a wheelchair symbol and a double-headed arrow. The bottom sign is R7-101, a rectangular "\$250 FINE" sign. The post has a tapered section and a ground line. A cross-section A-A shows a 3 1/16 inch wide hole with 1/4 inch and 7/16 inch dimensions. Dimensions for the signs and post are given in feet and inches.

Sign R7-8 Dimensions:

- Overall width: 1'-0"
- Overall height: 1'-6"
- Text "RESERVED PARKING": 1'-6" wide, 1'-6" high
- Wheelchair symbol: 1'-0" wide, 1'-6" high
- Double-headed arrow: 1'-0" wide, 1'-6" high

Sign R7-101 Dimensions:

- Overall width: 1'-0"
- Overall height: 1'-6"
- Text "\$250 FINE": 1'-0" wide, 1'-6" high

Signpost Dimensions:

- Overall height: 10'-0"
- Top section height: 1'-6"
- Section A-A: 3 1/16" wide, 1/4" and 7/16" dimensions
- Min. 55 holes spaced 1" o.c.
- Taper Optional
- Ground Line

Colors:

- Letters and Border - Green
- White Symbol on Blue Background
- Sign Background - White

Notes: Dimensions shown for cross sections are minimum

All holes are 3/8" ϕ . Minimum section modulus about the x-x axis of the post shall be 0.223 in.

For posts in which holes are punched or drilled for more than half their length, the section modulus shall be computed for the net section.

3'-6" Post Bury Depth.

Post shall weigh 2.00 lb/ft length

One in Six Accessible Parking Spaces Must be Van Accessible, Minimum of One, Van Accessible Spaces Have the Same Requirement Except They Must Also Have 96" of Clear Vertical Space.

Technical drawing showing the profile view of a drainage system. The top part shows a side elevation of a drainage pipe with a 2.73% slope and an 18-inch height. The bottom part shows a cross-section of the pipe with a frame and grate, surrounded by poured sealant and brick paver parking lot surface. Arrows indicate the flow direction.

PROFILE VIEW

Labels and dimensions include:

- Drain Pipe To Storm System
- 18"
- 2.73%
- Poured Sealant Over Expansion Joint, Typical
- Frame & Grate Neenah R-4999-L2 Or Approved Equal
- 12"
- 6"
- Flow
- Brick Paver Parking Lot Surface
- Flow

Note: Gate Control Joints at

Note:
Locate Control Joints at
Approximately 12 ft, Maximum, Typ.
Joints Shall Extend Across Top of
Concrete 1.5" Deep, Each Side.
Sawcut Joints as Soon as Possible
to Avoid Cracking.

Technical drawing of a 30 inch x 30 inch EV charging station sign. The sign features a black background with a white 'EV' symbol and a charging cable. Dimensions include a 30 inch x 30 inch sign area, a 18.126 inch width for the symbol, and a 30 inch x 30 inch mounting plate. A cross-section view shows a 3/16 inch thick plate with a 1/2 inch hole and a 1/4 inch hole. A color legend specifies: Colors: Border - White, Letters - Blue, White Symbol on Blue Background, Sign Background - Blue.

Notes:
Dimensions shown for cross sections are minimum.
All holes are 3/8" ϕ .

Minimum section modulus about the x-x axis of the post shall be 0.223 in.³
For posts in which holes are punched or drilled for more than half their length, the section modulus shall be computed for the net section

Post shall weigh 2.00 lb/ft length.

5000 PSI Conc. Wheel Stop

Anchor Pin (Typ.)

2"

24"

4"

12"

24"

12"

GENERAL NOTES

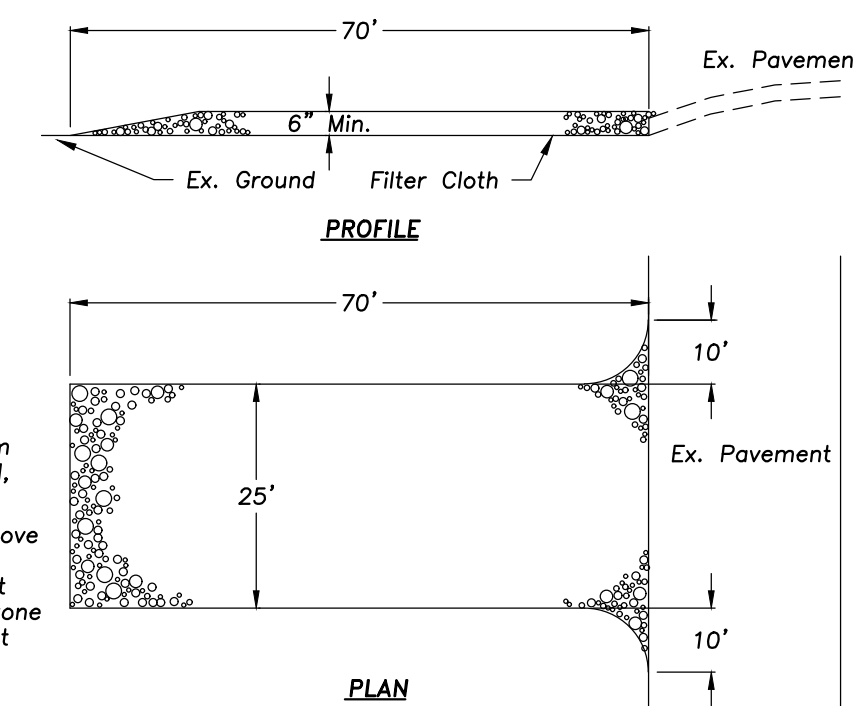
STONE SIZE - Use IDOT gradation CA-1 aggregate stone.

MAINTENANCE — The entrance shall be maintained in a condition which will prevent tracking or flowing of sediment onto public rights-of-way. This may require periodic top dressing with additional stone as conditions demand and repair and/or clean-out of any measures used to trap sediment. All sediment spilled, dropped, washed, or tracked onto public rights-of-way must be removed immediately.

FILTER CLOTH - Will be placed over the entire area prior to placing stone. Conform to Illinois Urban Manual Section 592, Type I II, or IV.

WASHING - Wheels shall be cleaned to remove sediment prior to entrance onto public rights-of-way. When washing is required it shall be done on an area stabilized with stone and which drains into an approved sediment trapping device.

Periodic inspection and needed maintenance shall be provided after each rain.



7911 Elm St, Winnetka, IL 60093

11 East Madison Street
Suite 300
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145 COMMERCE DRIVE, SUITE A
GRAYSLAKE, ILLINOIS 60030
PHONE (847) 223-4804
FAX (847) 223-4864
EMAIL INFO@EFA-LTD.COM

△	Date	Description
1	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

[illegible]

SITE WORK DETAILS

Scale

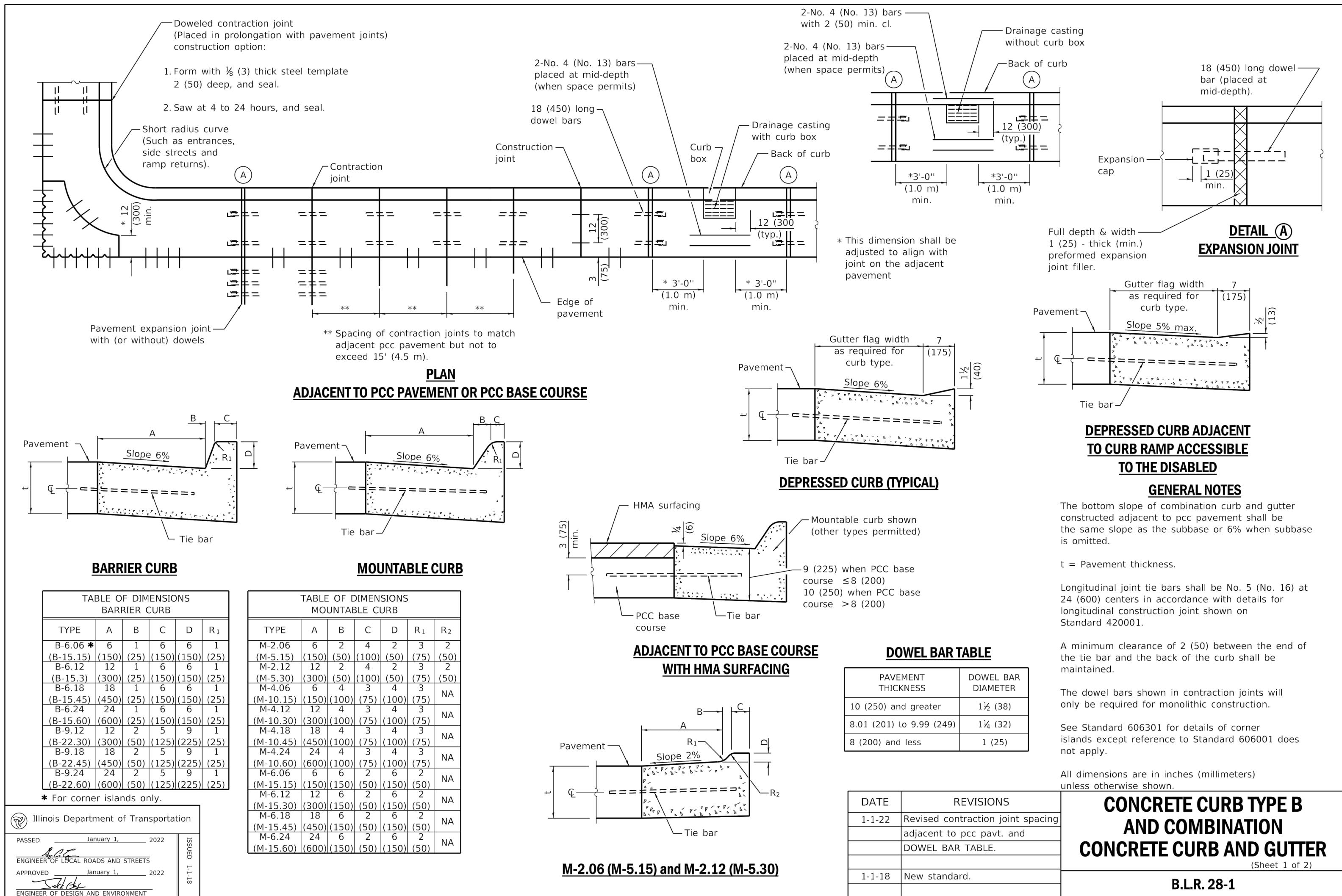
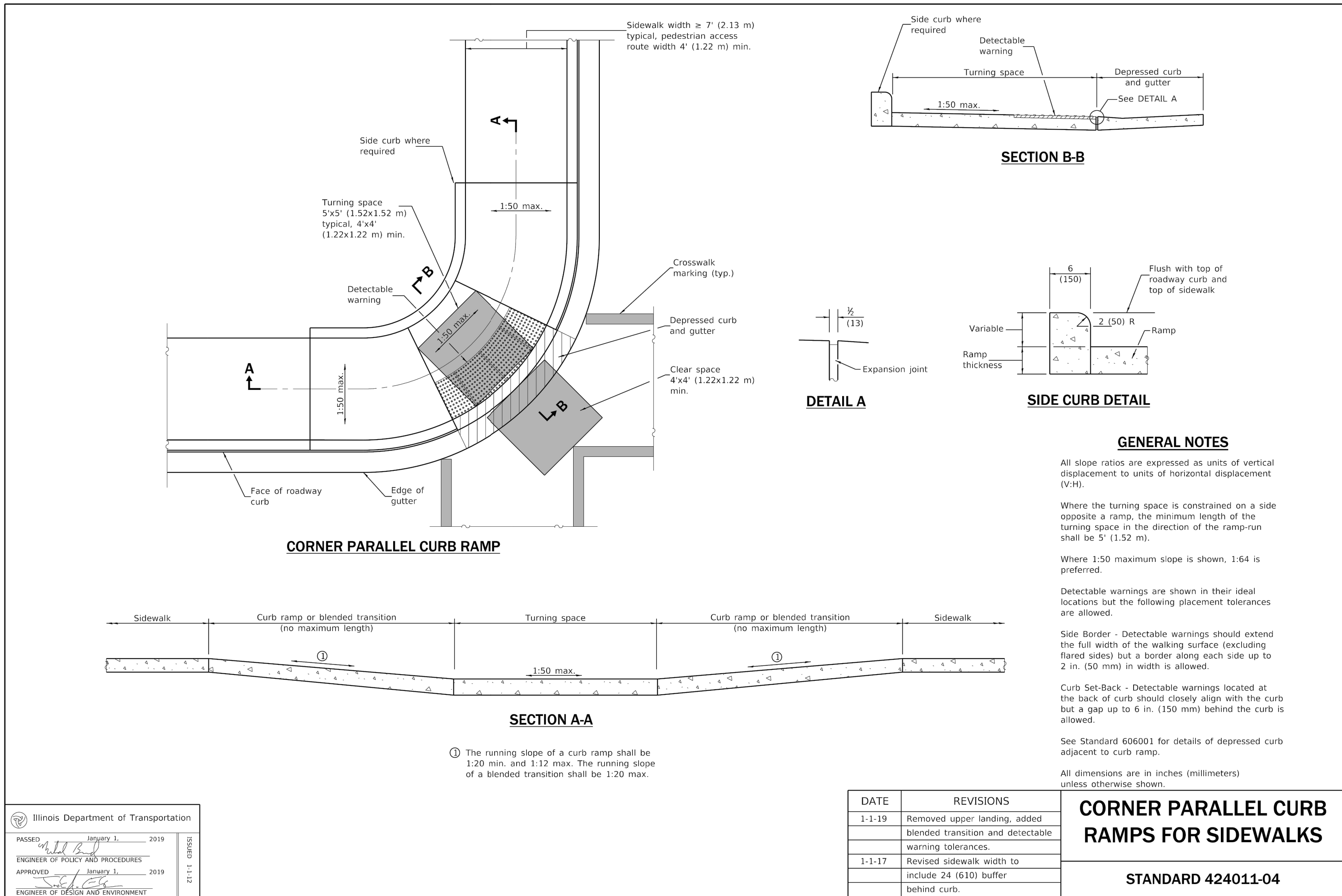
 $1" = 20'$

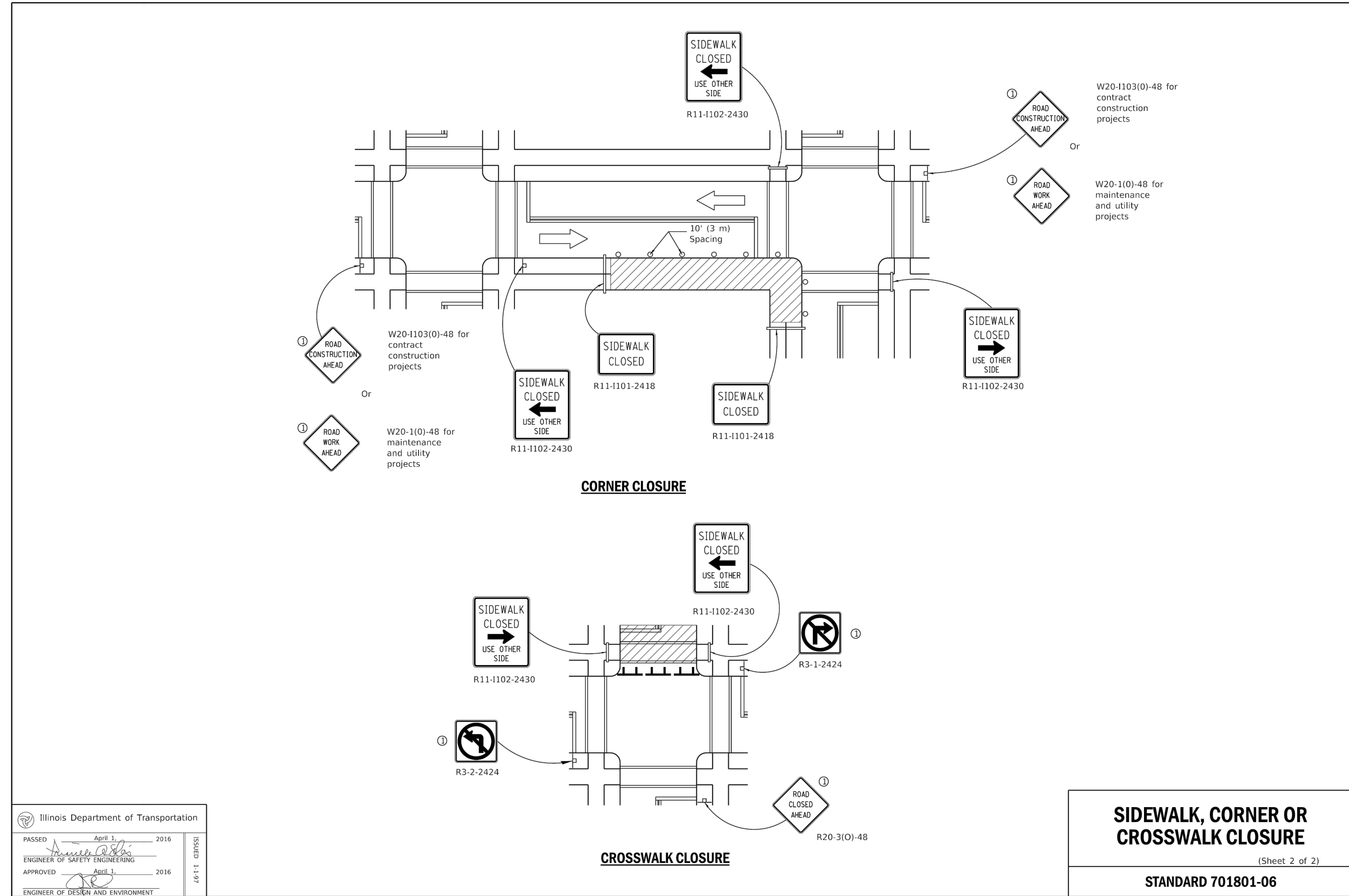
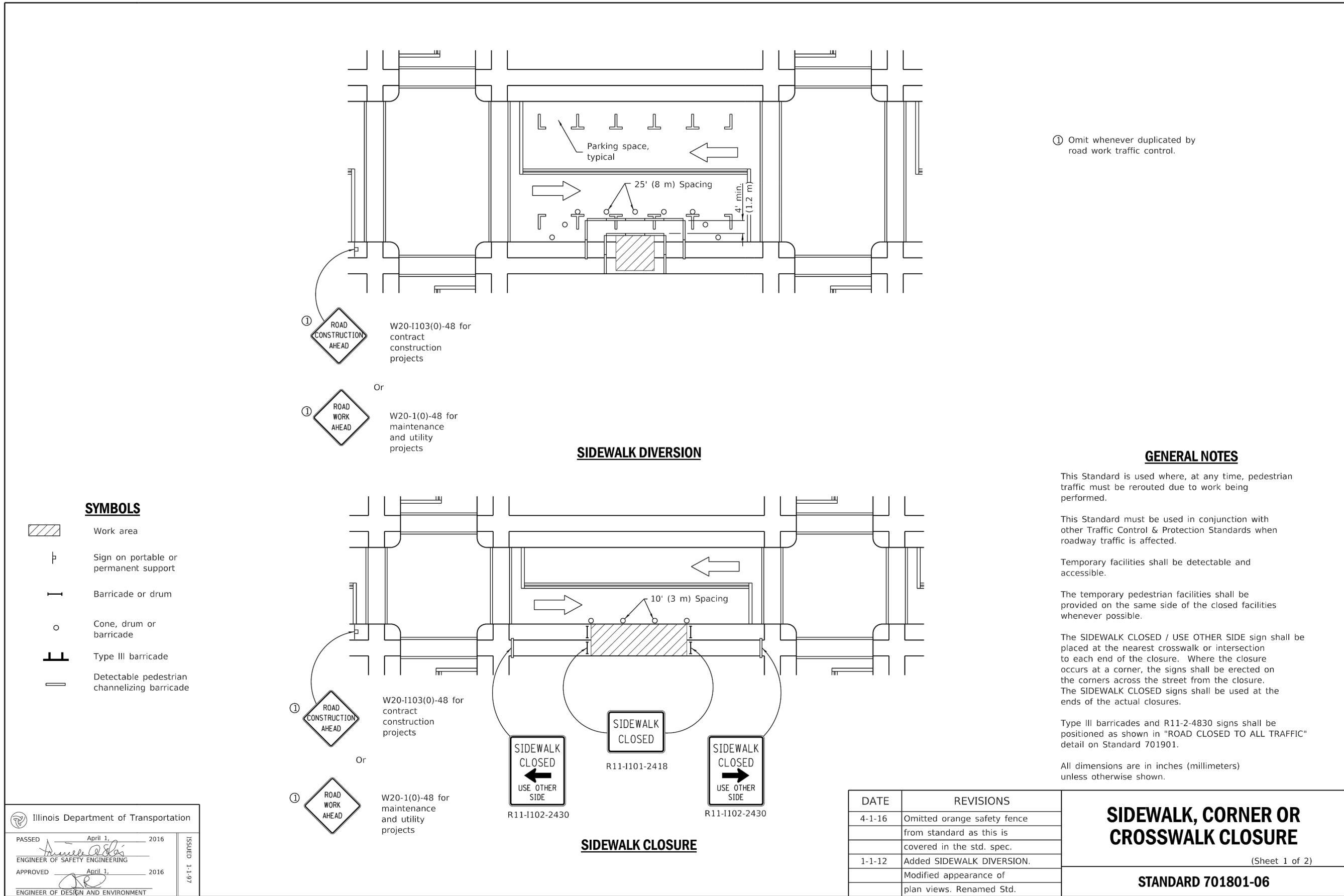
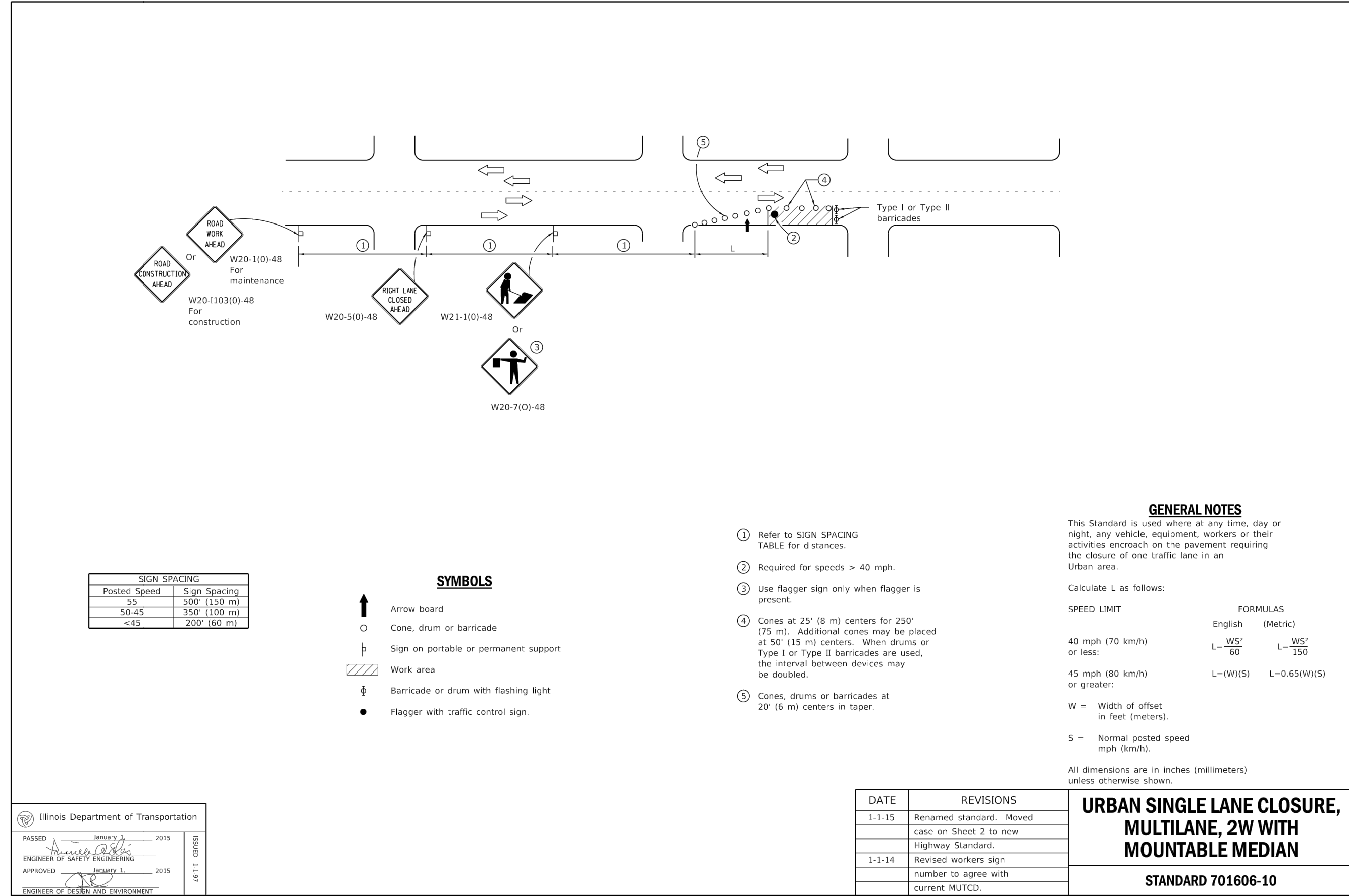
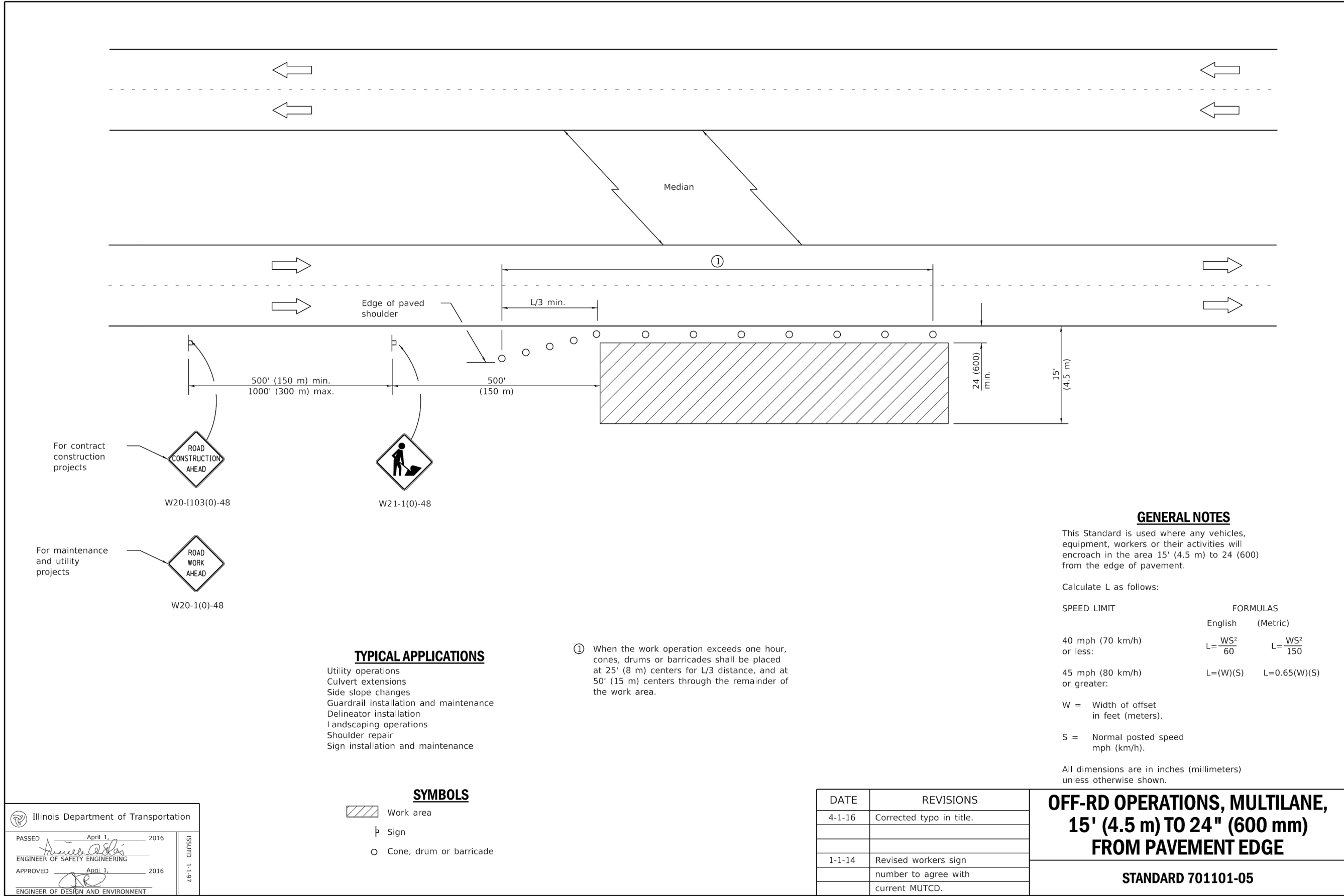
C6.00



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Tel 312.456.0123
Fax 312.456.0124



Date	Description
10/27/2023	Permit Revisions

Seal / Signature

NOT FOR CONSTRUCTION

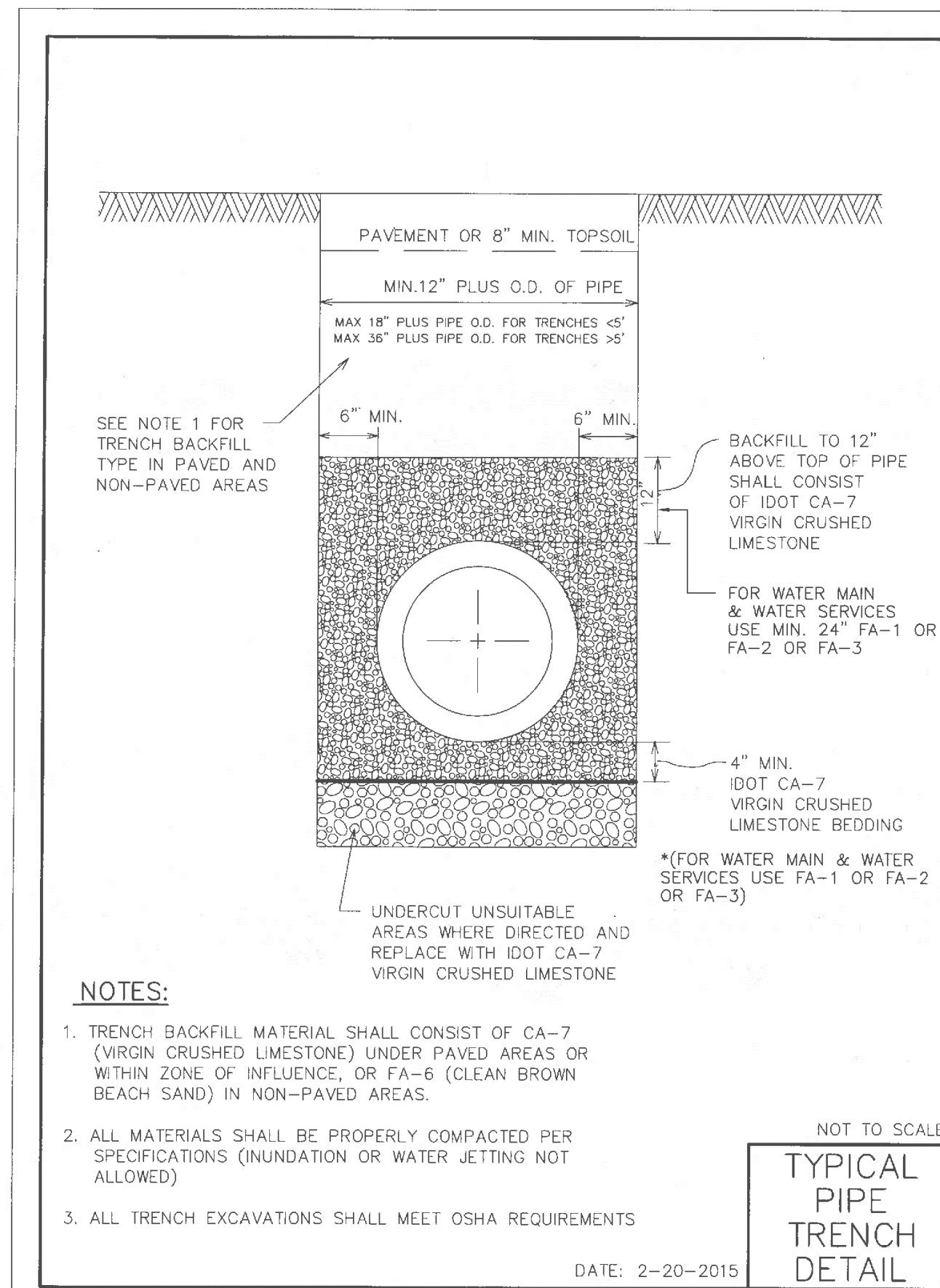
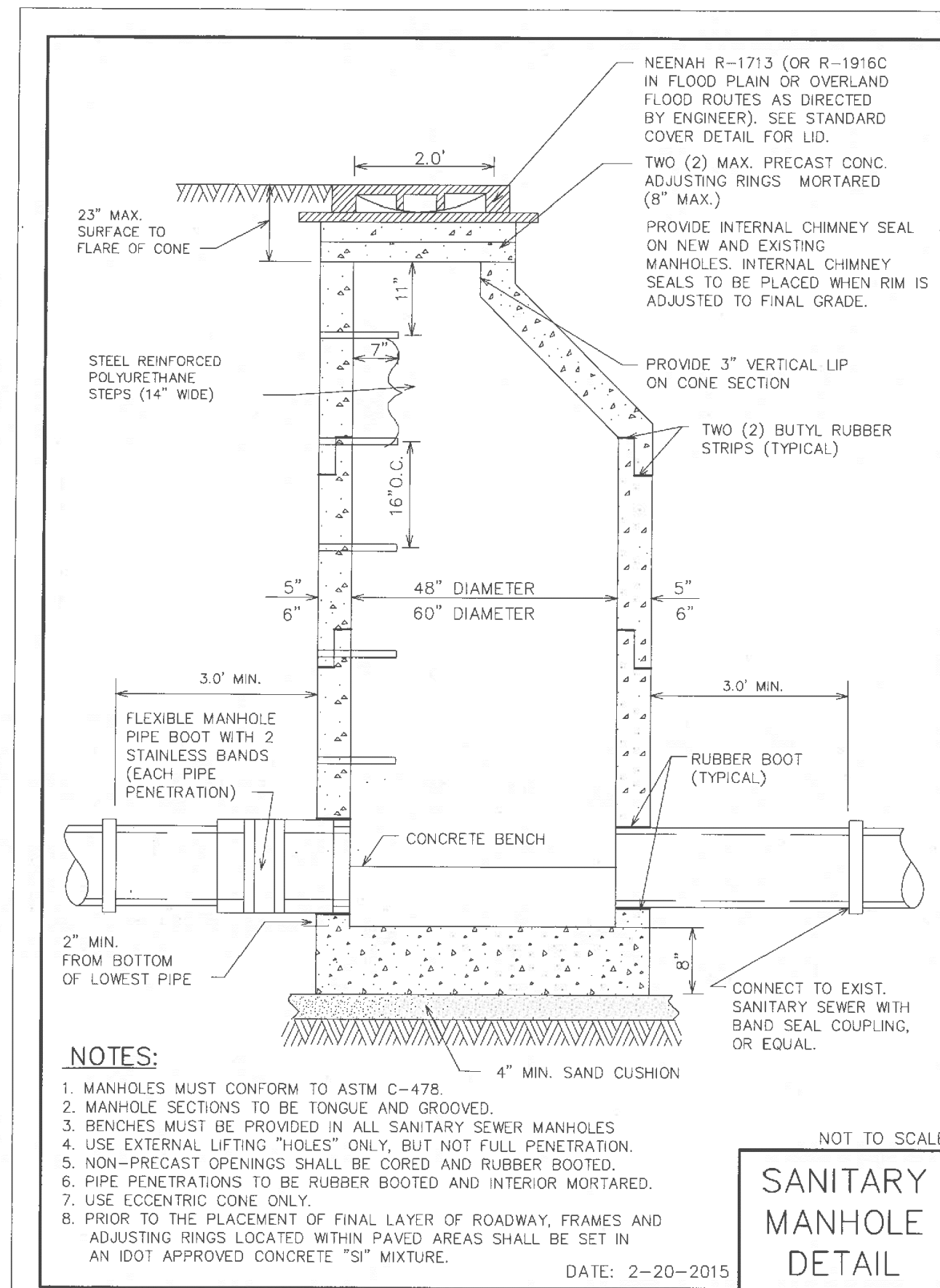
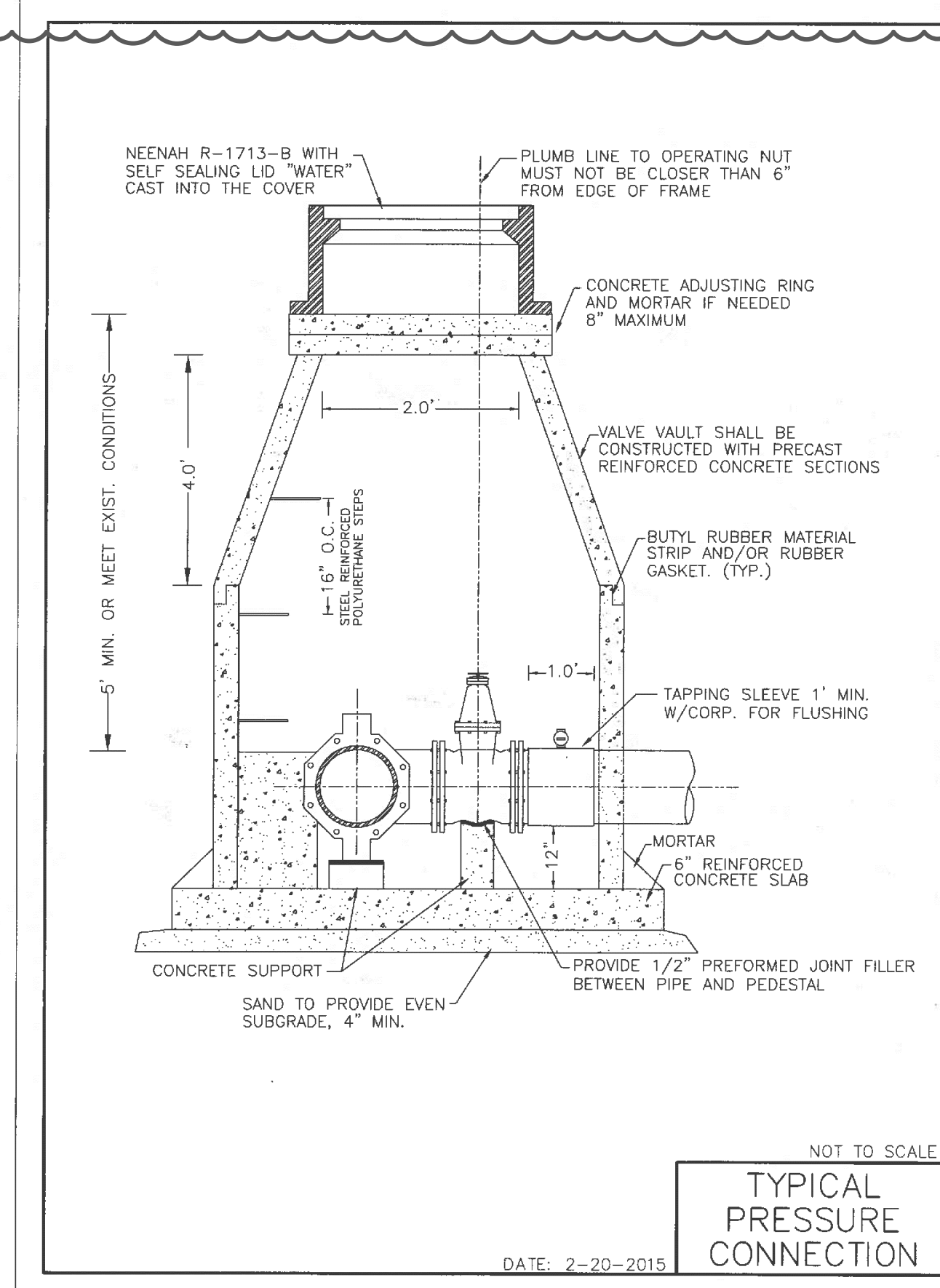
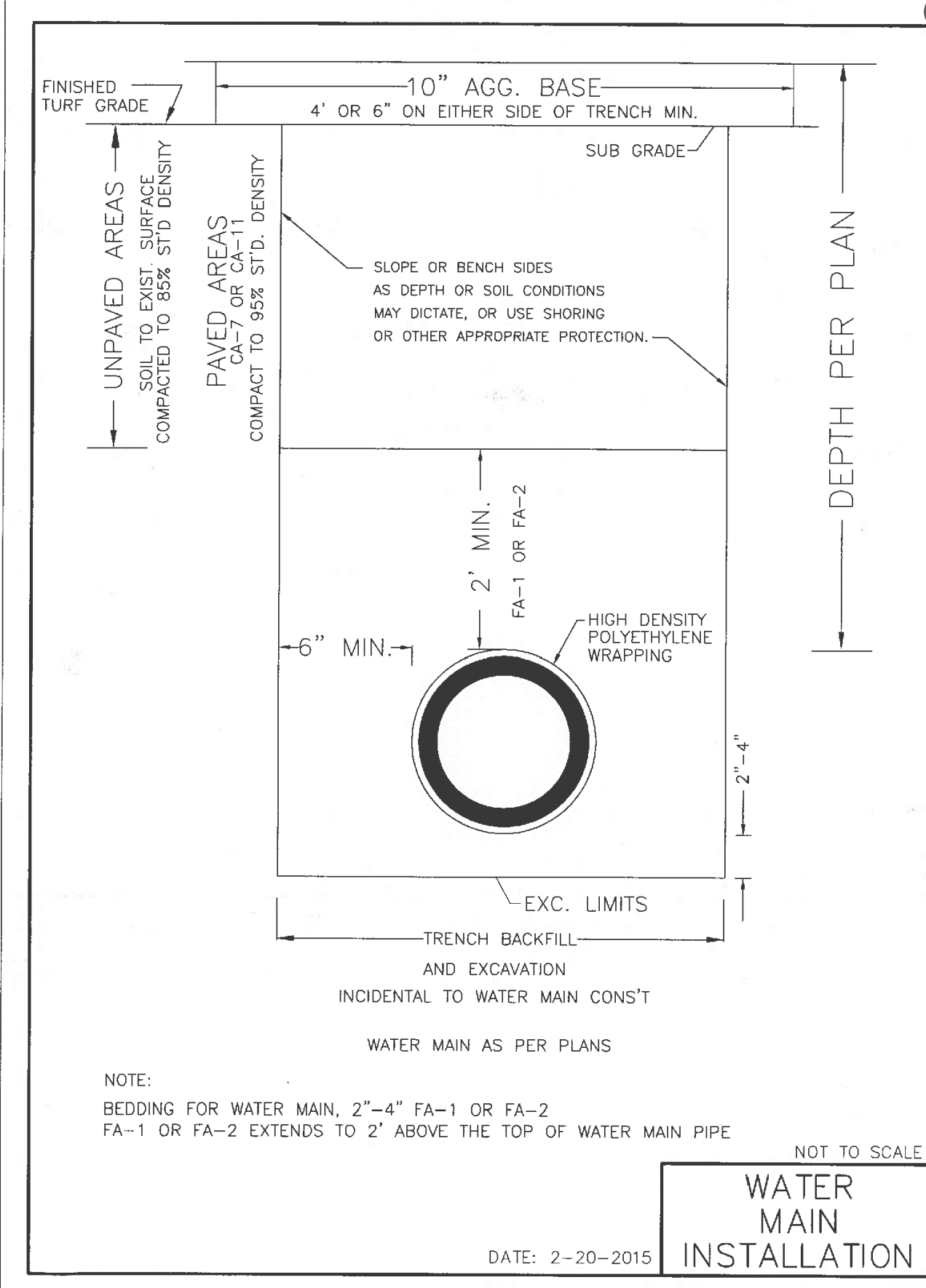
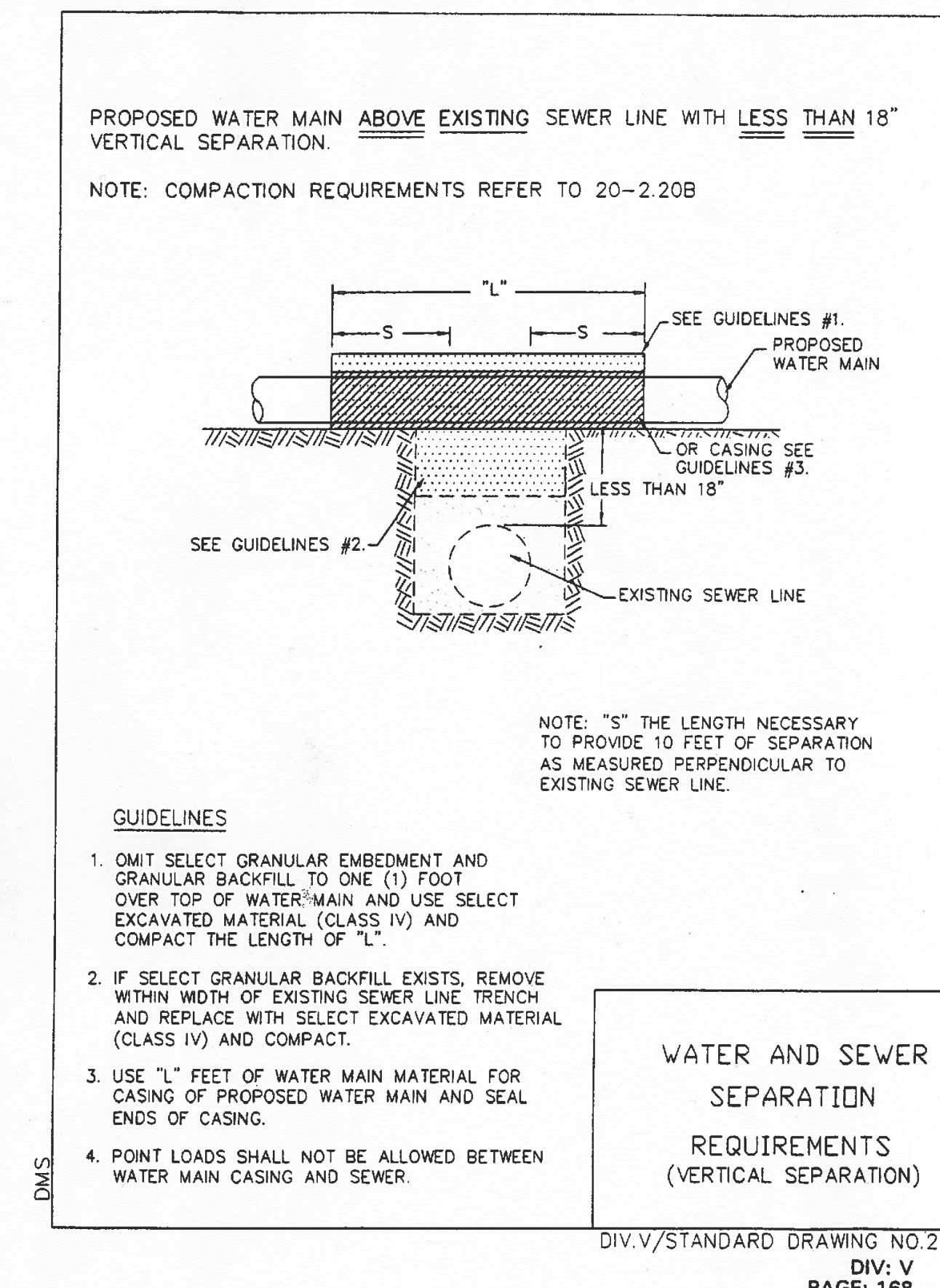
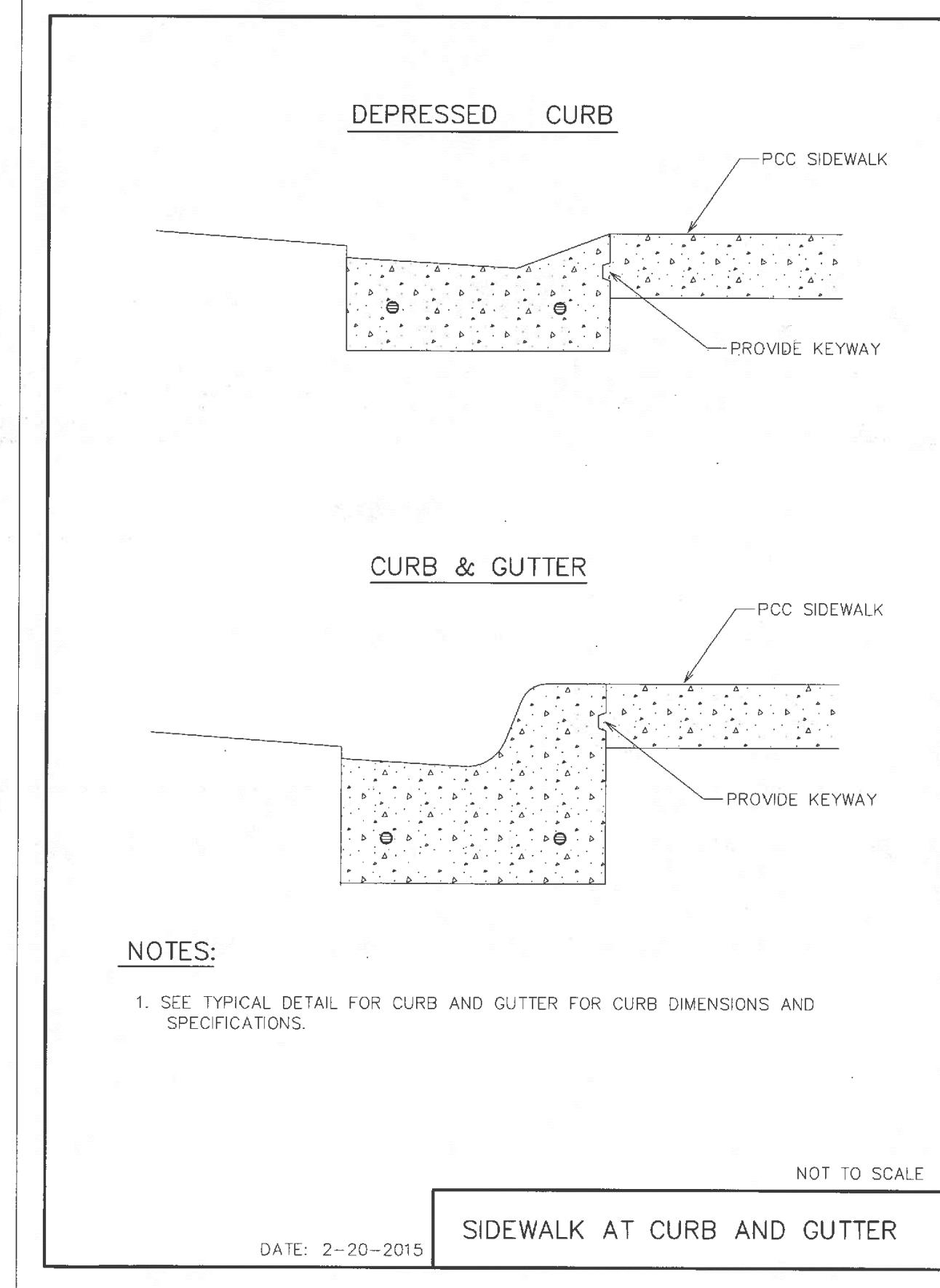
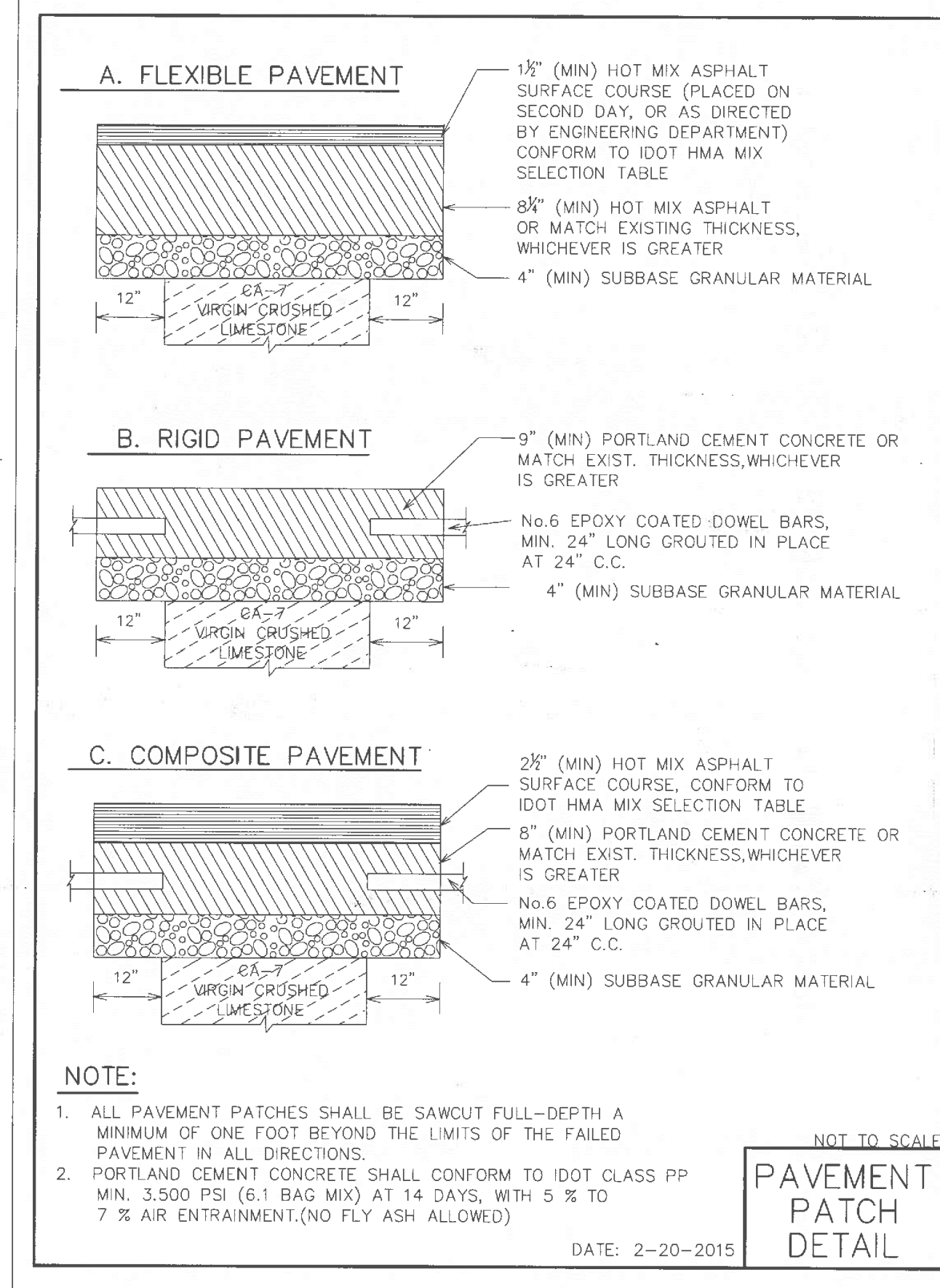
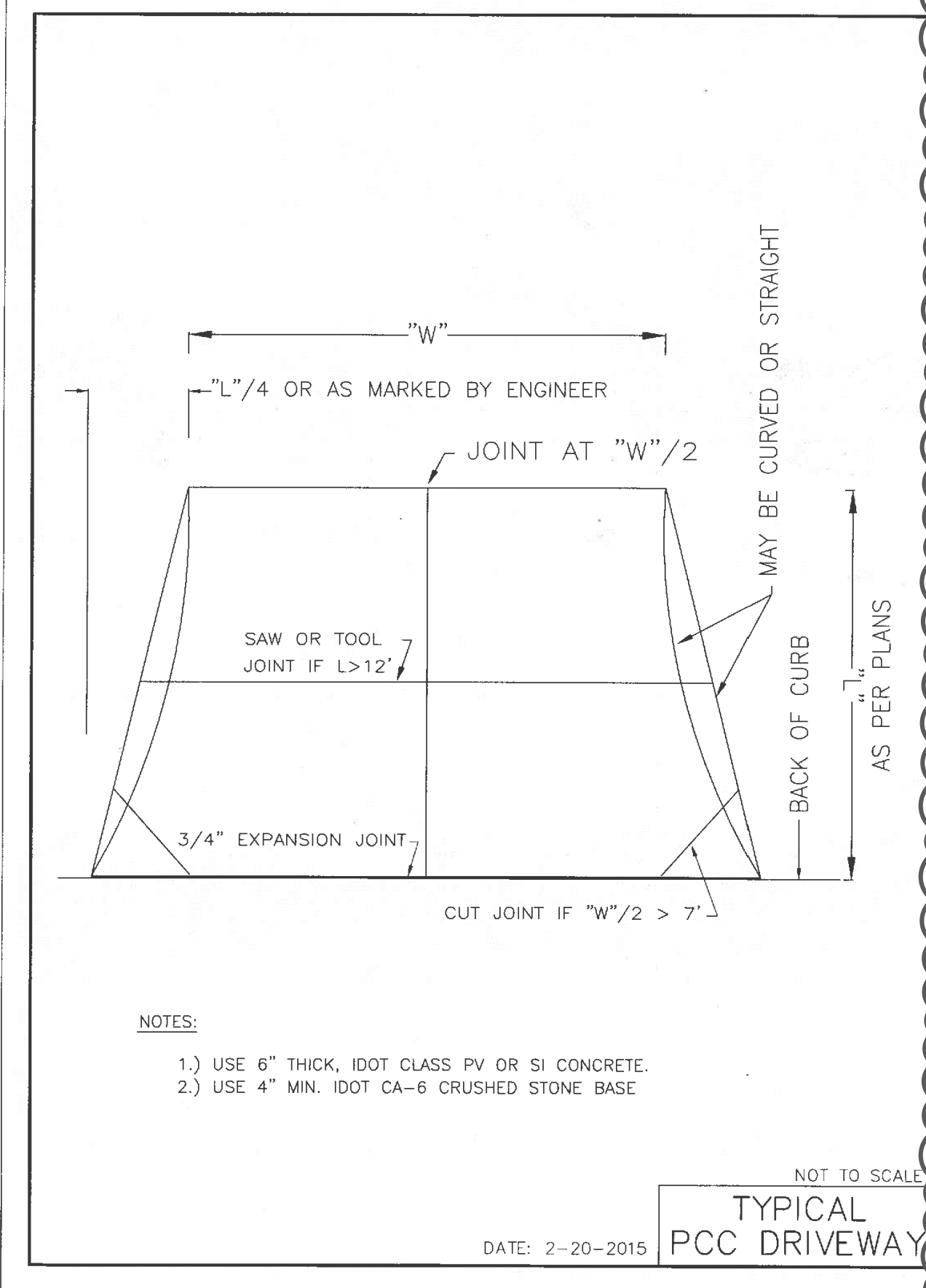
Project Name
JPMorgan Chase Private Bank, Winnetka

Project Number
21.1062.000

Description
SITE WORK DETAILS - ILLINOIS DEPARTMENT OF TRANSPORTATION

Scale
1" = 20'

C6.02



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Longman Lindsey
ACOUSTICS
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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 WORK DETAILS -
VILLAGE OF WINNETKA

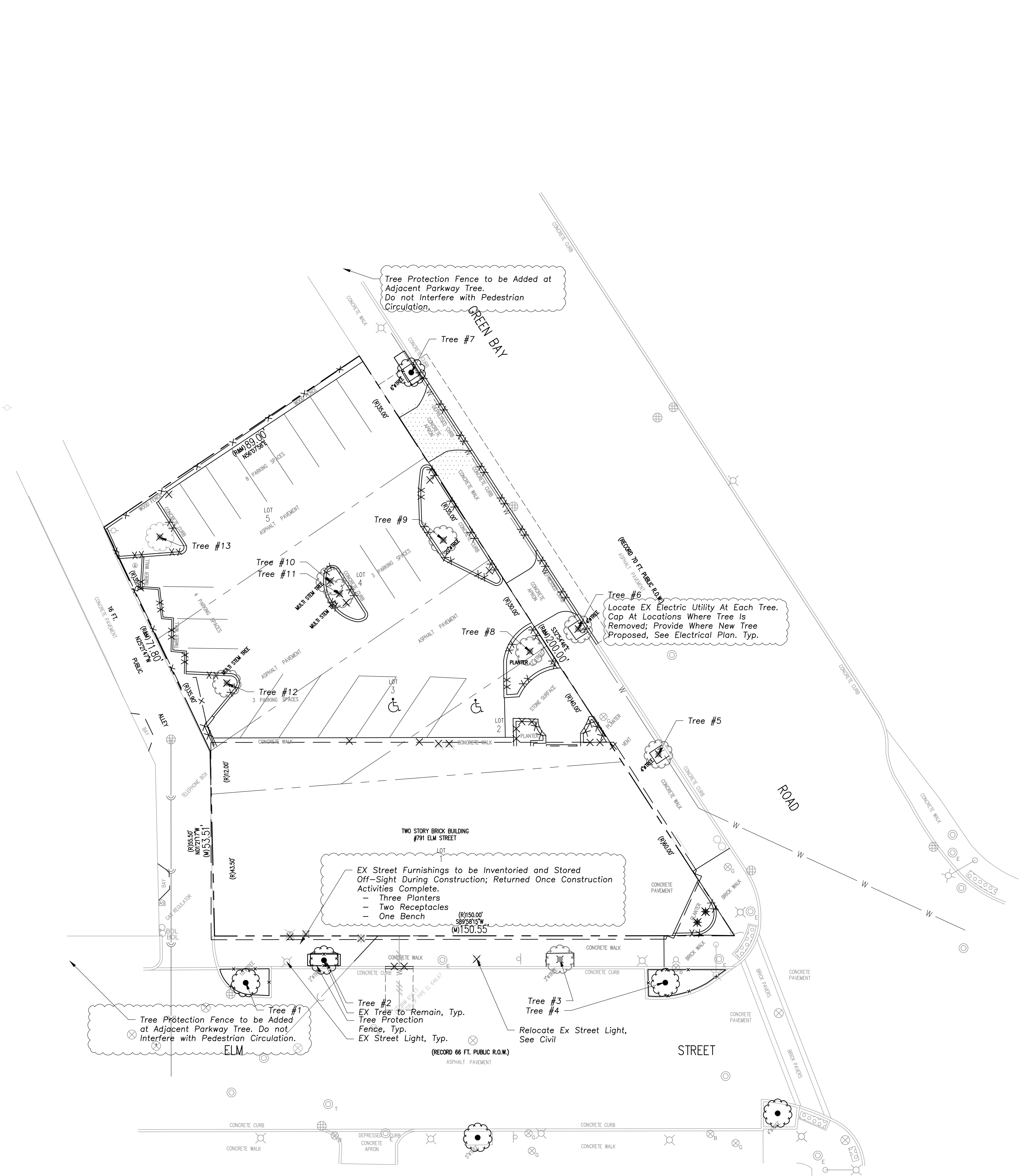
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C6.03

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 Preserved	Internal Tree
9	Gleditsia triacanthos	Honey Locust	20" Cal.	To Be Preserved	Internal Tree
10	Prunus virginiana	Canadian Choke Cherry	3"x3"x3"	To Be Preserved	Internal Tree
11	Prunus virginiana	Canadian Choke Cherry	3"x3"x3"	To Be Preserved	Internal Tree
12	Malus ionis	Prairie Crab Apple	3"x3"x3"	To Be Preserved	Internal Tree
13	Tilia americana	American Basswood	6"x8" Cal.	To Be Preserved	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)

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Date	Description
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Seal / Signature

NOT FOR
CONSTRUCTION

Project Name

JPMorgan Chase Private Bank,
Winnetka

Project Number

21.1062.000

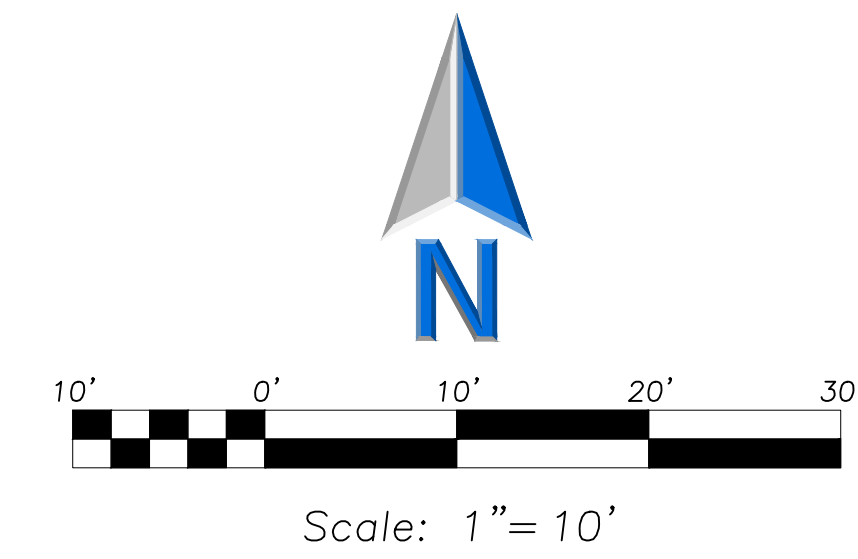
Description

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.

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now



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Tel 312.372.1200

Longman
Lindsey

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Tel 212.315.6400

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Seal / Signature

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Project Name
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Winnetka

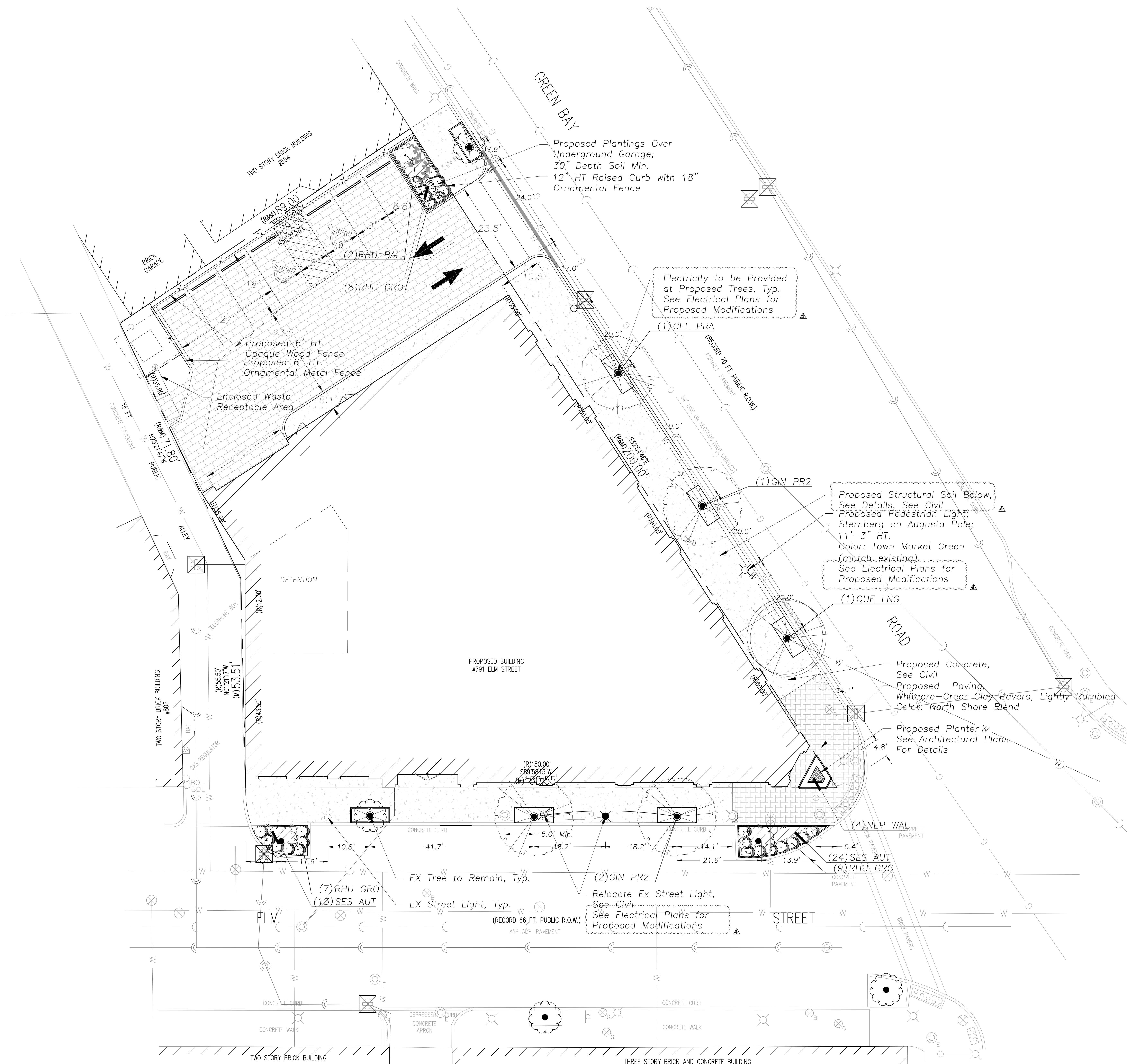
Project Number
21.1062.000

Description
SITE LANDSCAPE PLAN

Scale

L1.00

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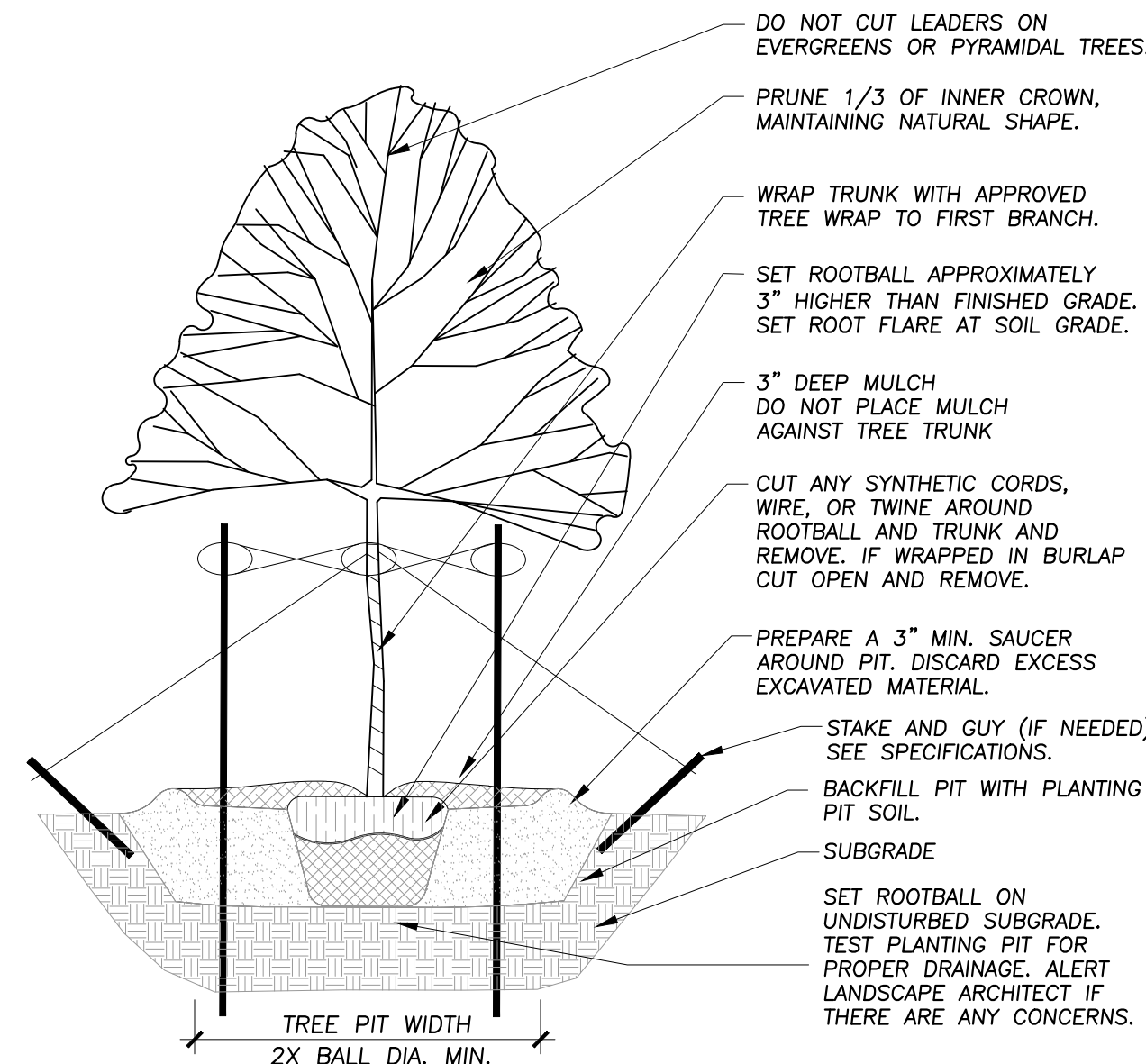
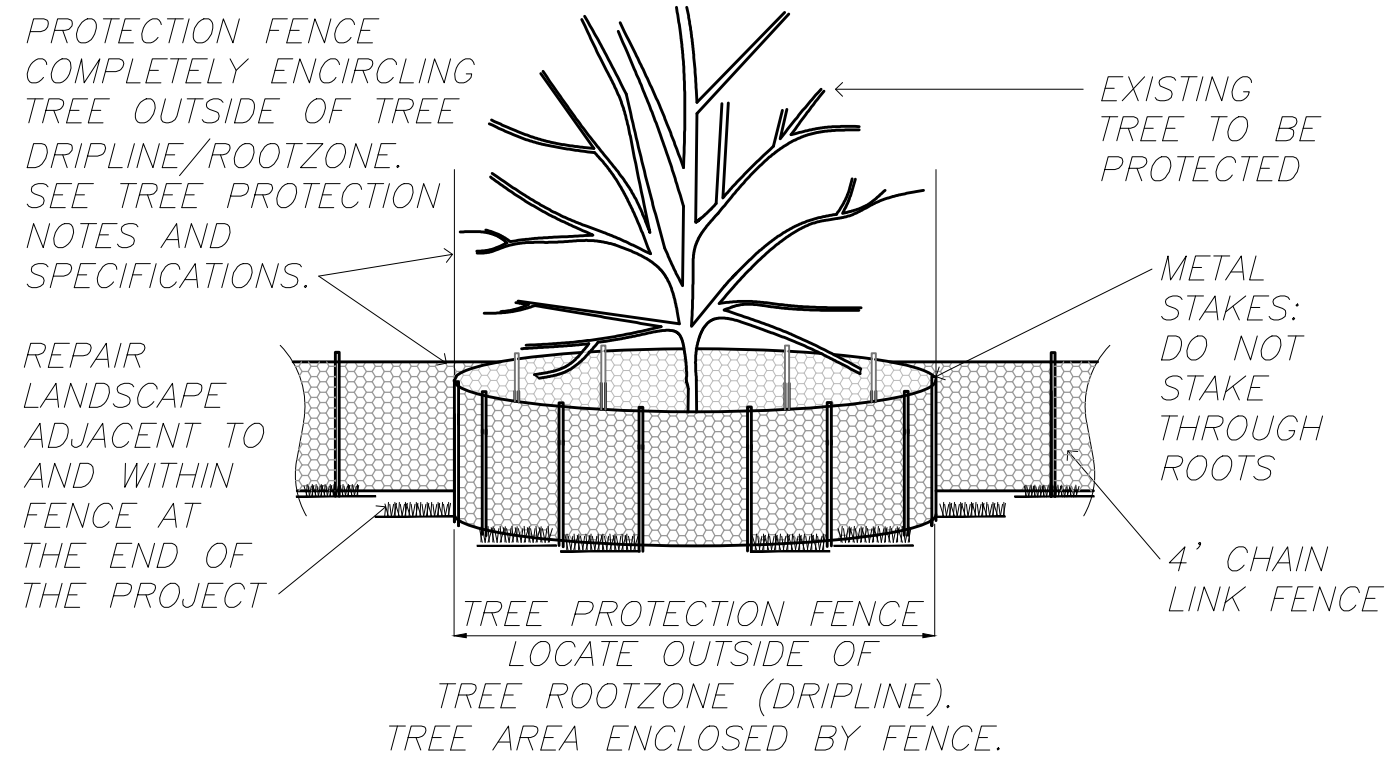


PLANT SCHEDULE SITE PLAN

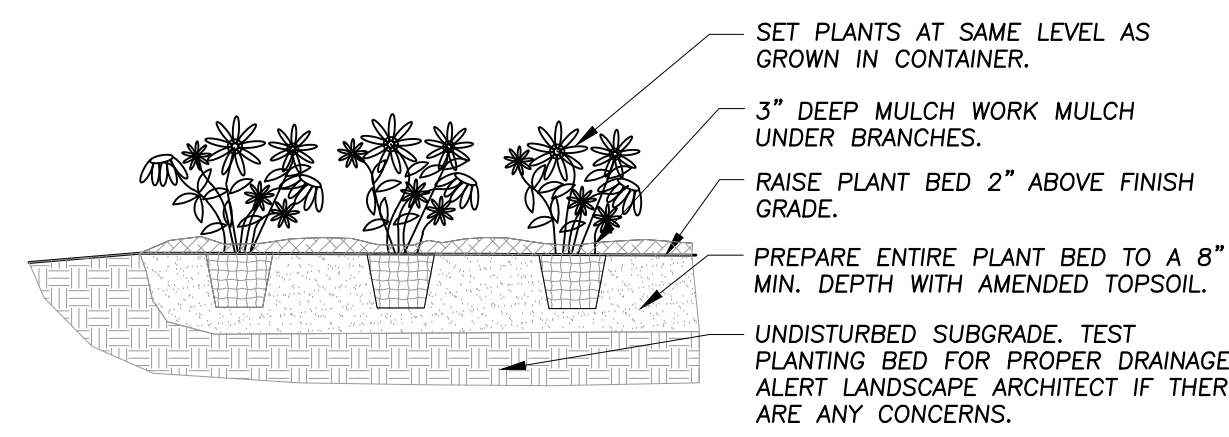
CODE	BOTANICAL / COMMON NAME	COND	SIZE	QTY
CANOPY TREES				
CEL PRA	CELTIS OCCIDENTALIS 'PRAIRIE PRIDE' / PRAIRIE PRIDE HACKBERRY	B & B	4" CAL.	1
GIN PR2	GINKGO BILOBA 'PM 2720' / PRINCETON SENTRY® MADONNARY TREE	B & B	4" CAL.	3
QUE LNG	QUERCUS ROBUR X BICOLOR 'LONG' / REGAL PRINCE® OAK	B & B	4" CAL.	1
DECIDUOUS SHRUBS				
RHU GRO	RHUS ARAMATICA 'GRO-LAW' / GRO-LAW FRAGRANT SUMAC	B & B	24" HT.	24
RHU BAL	RHUS TYPHINA 'BALTIGER' / 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.
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 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.

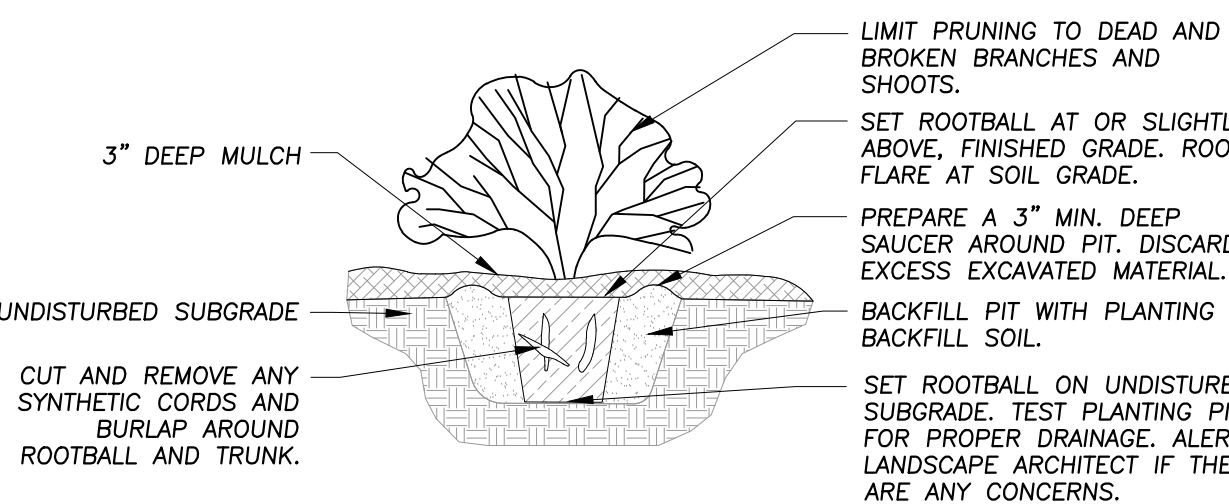
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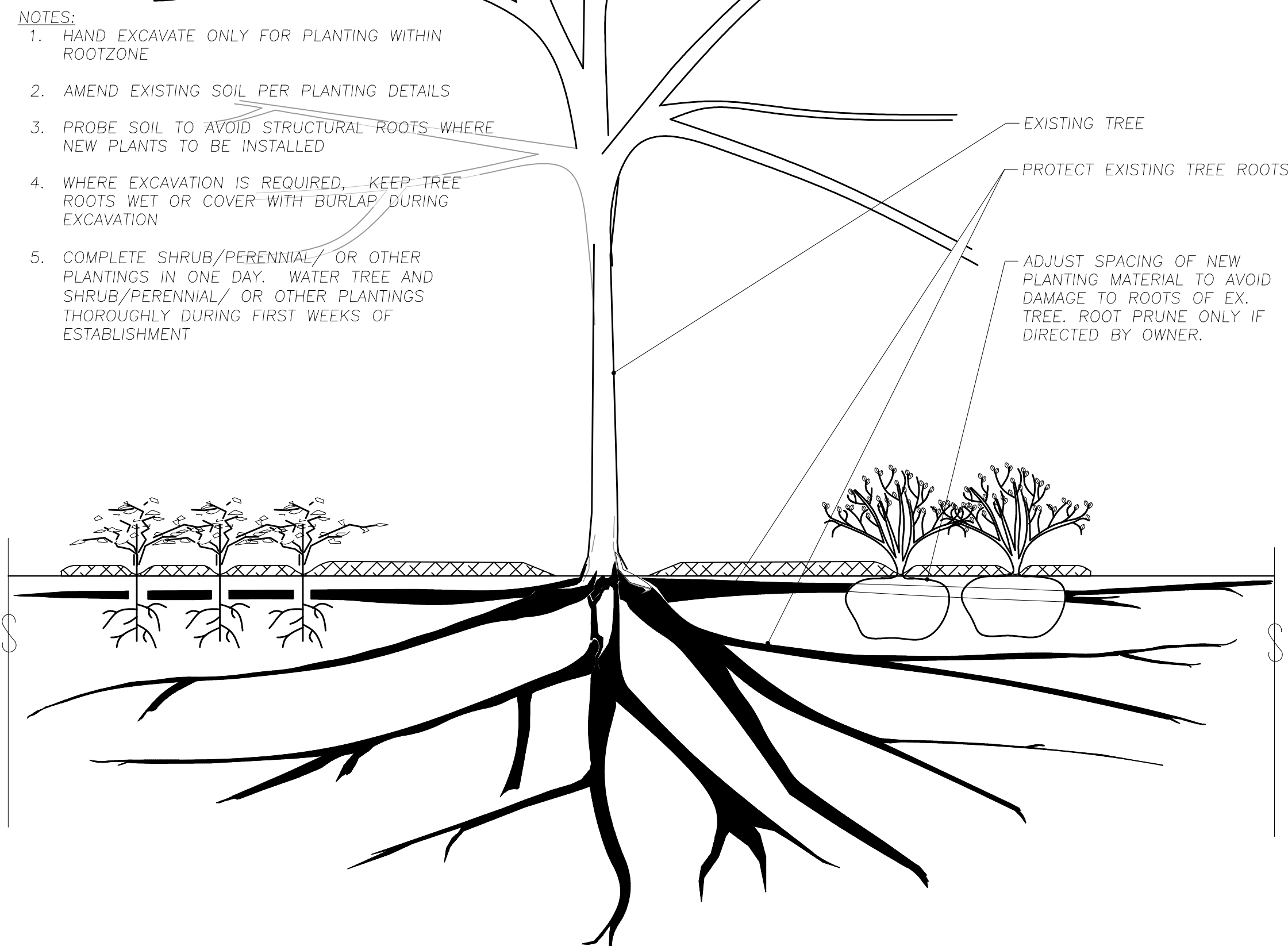
2 TREE PLANTING DETAIL



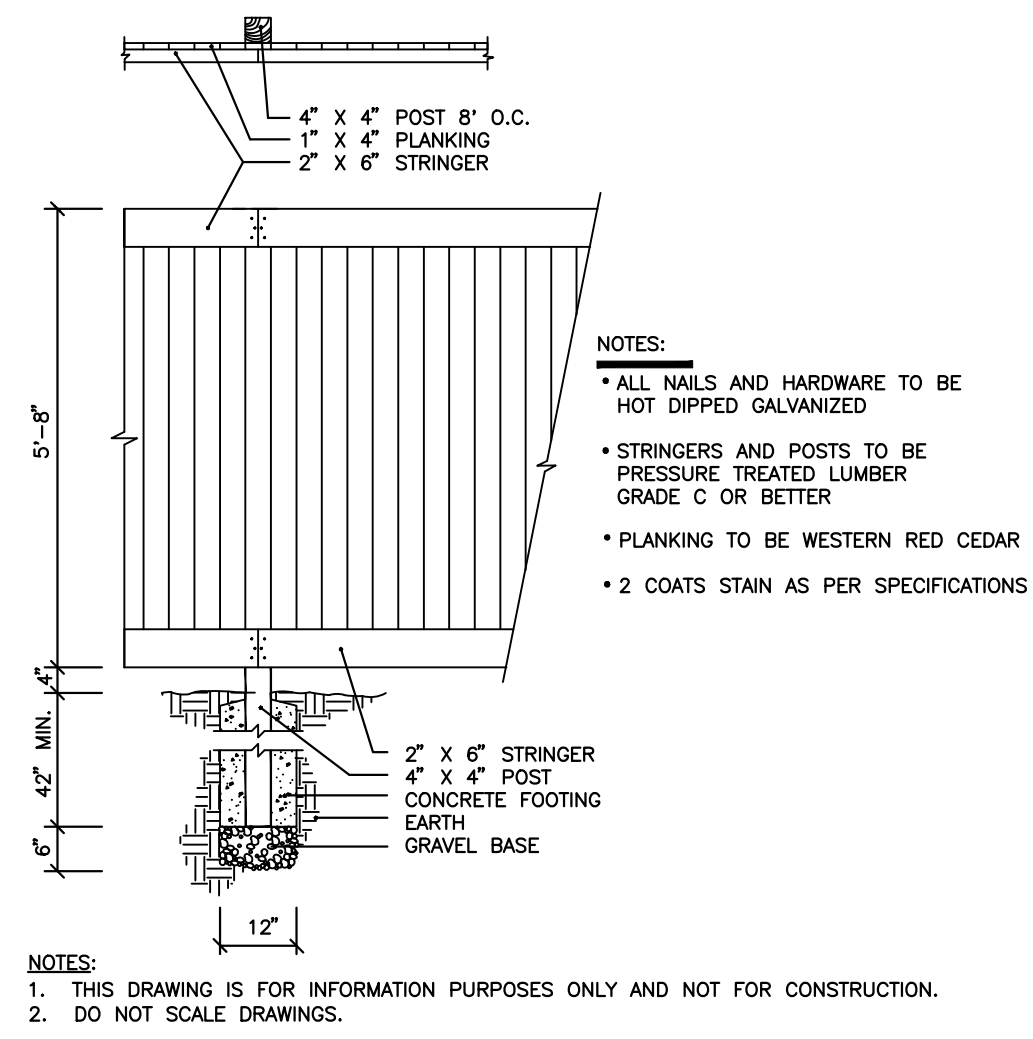
3 ANNUAL, PERENNIAL, & GROUNDCOVER DETAIL



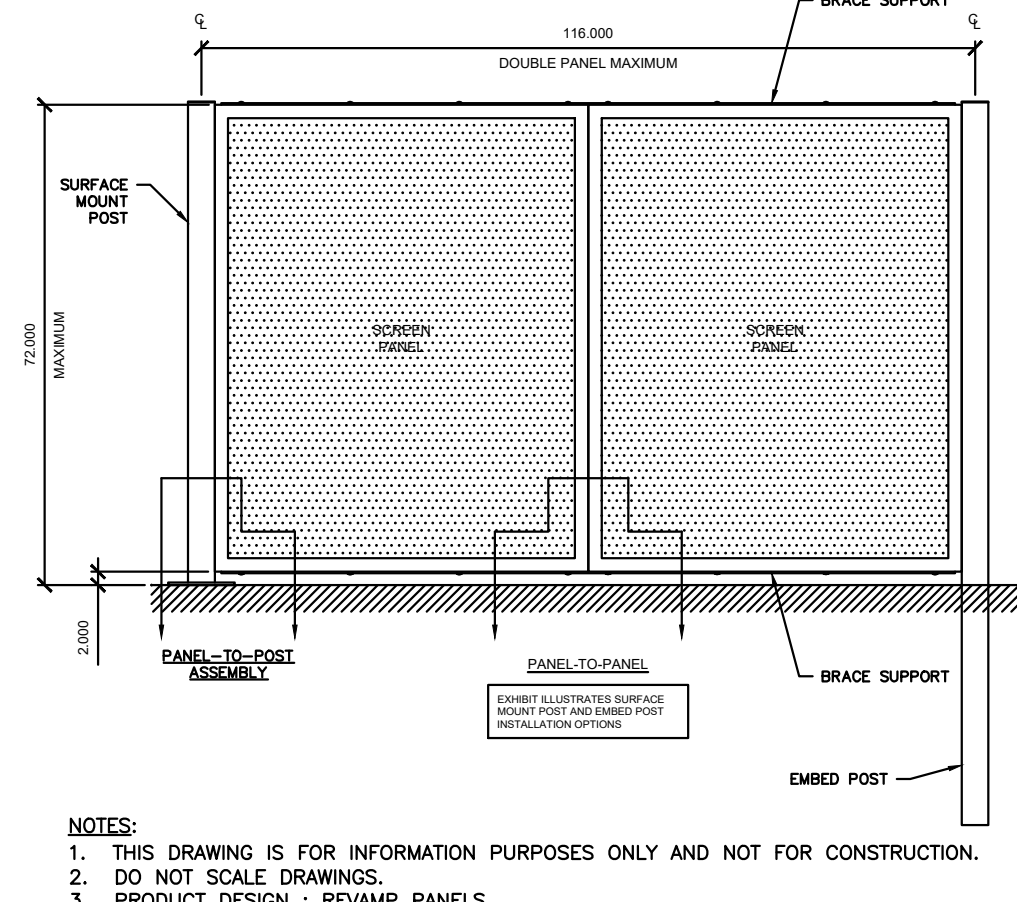
4 SHRUB PLANTING DETAIL



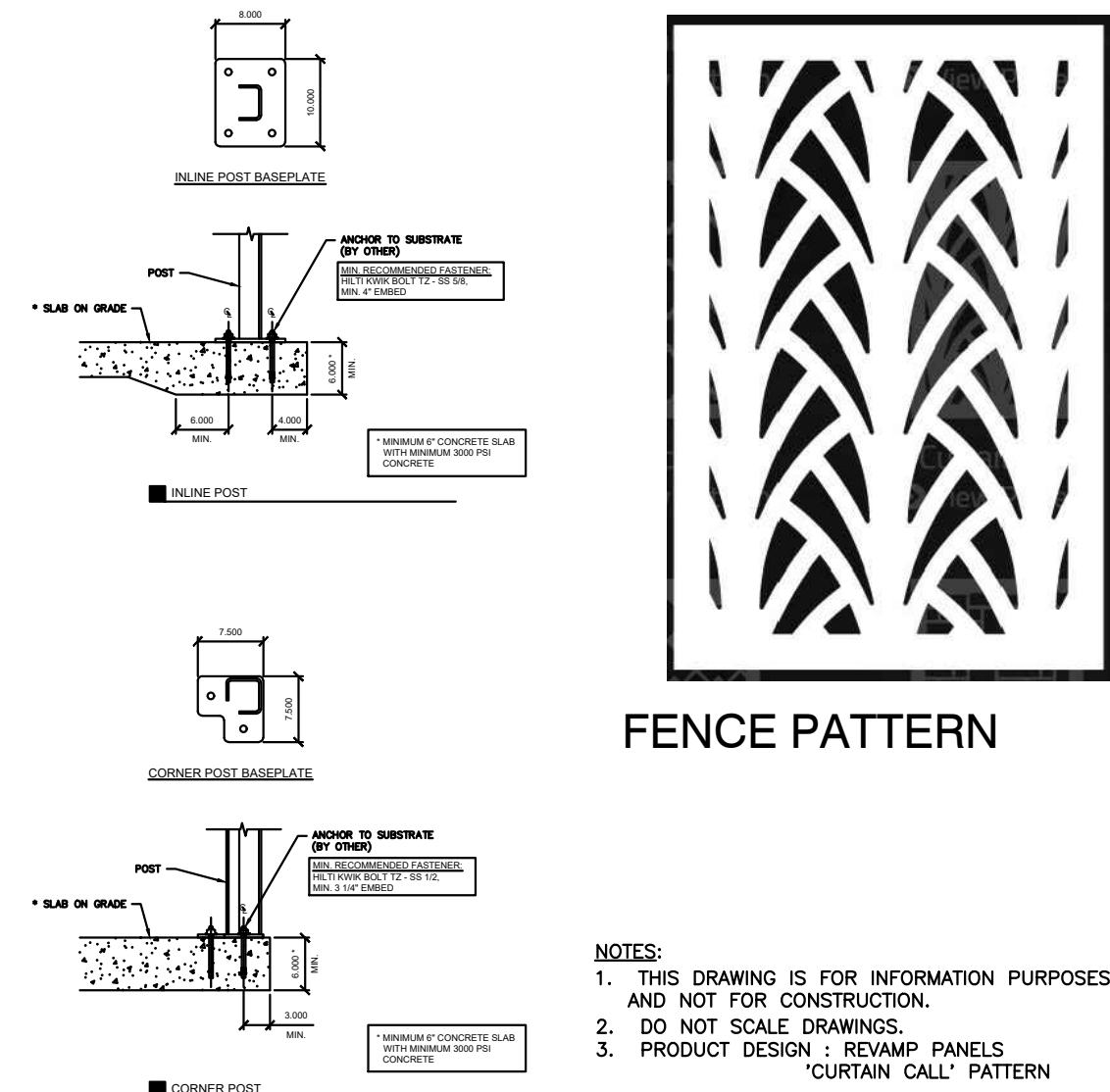
5 PLANTING WITHIN ROOTZONE OF EXISTING TREE



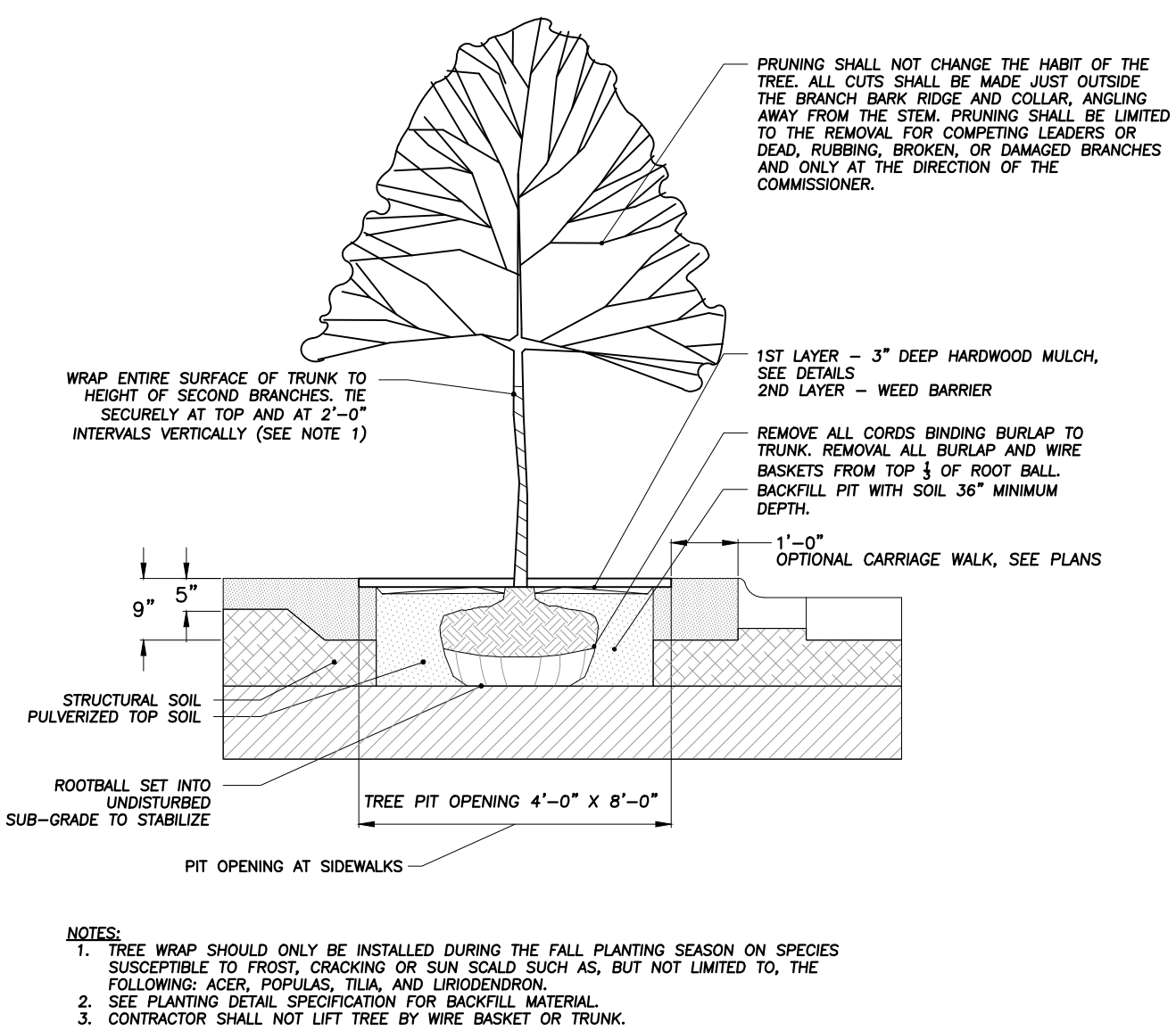
6 6' SOLID WOOD FENCE



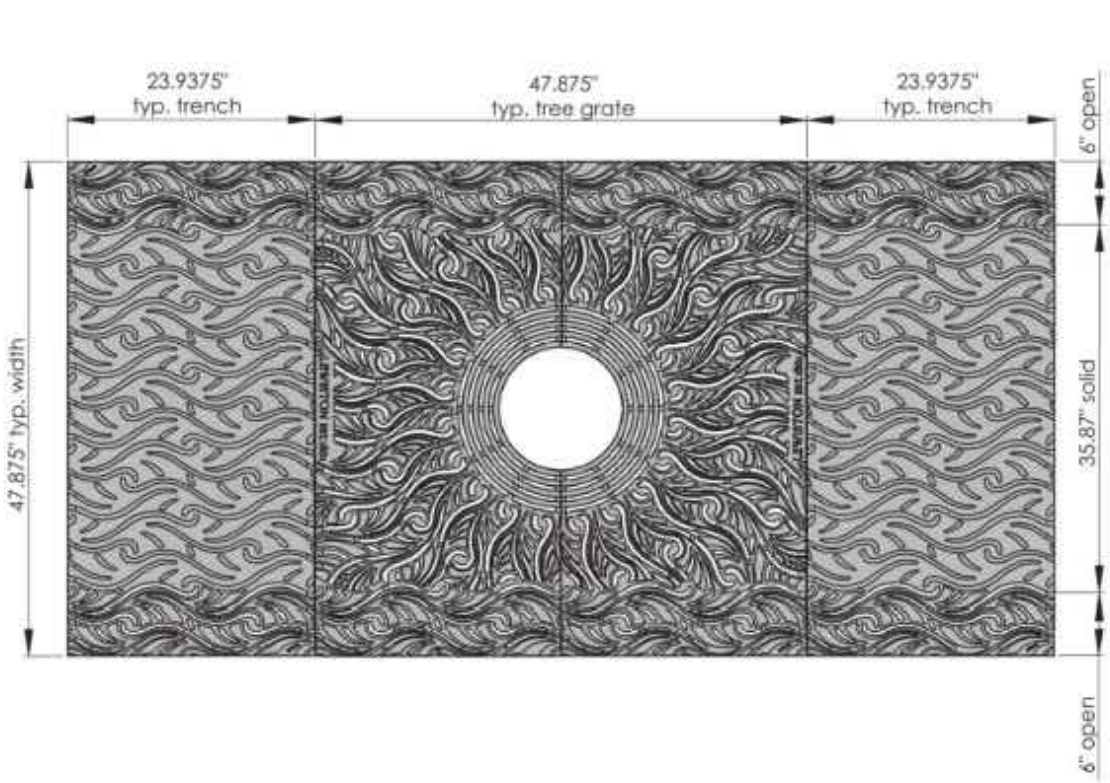
7 6' ORNAMENTAL METAL FENCE



8 ORNAMENTAL METAL FENCE : MOUNT DETAILS



9 TREE PIT DETAIL (4' X 8')



10 TREE GRATE

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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

LD

LIGHTING
159 N. Sangamon Street
Chicago, IL 60607
USA
Tel 773.693.3130

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

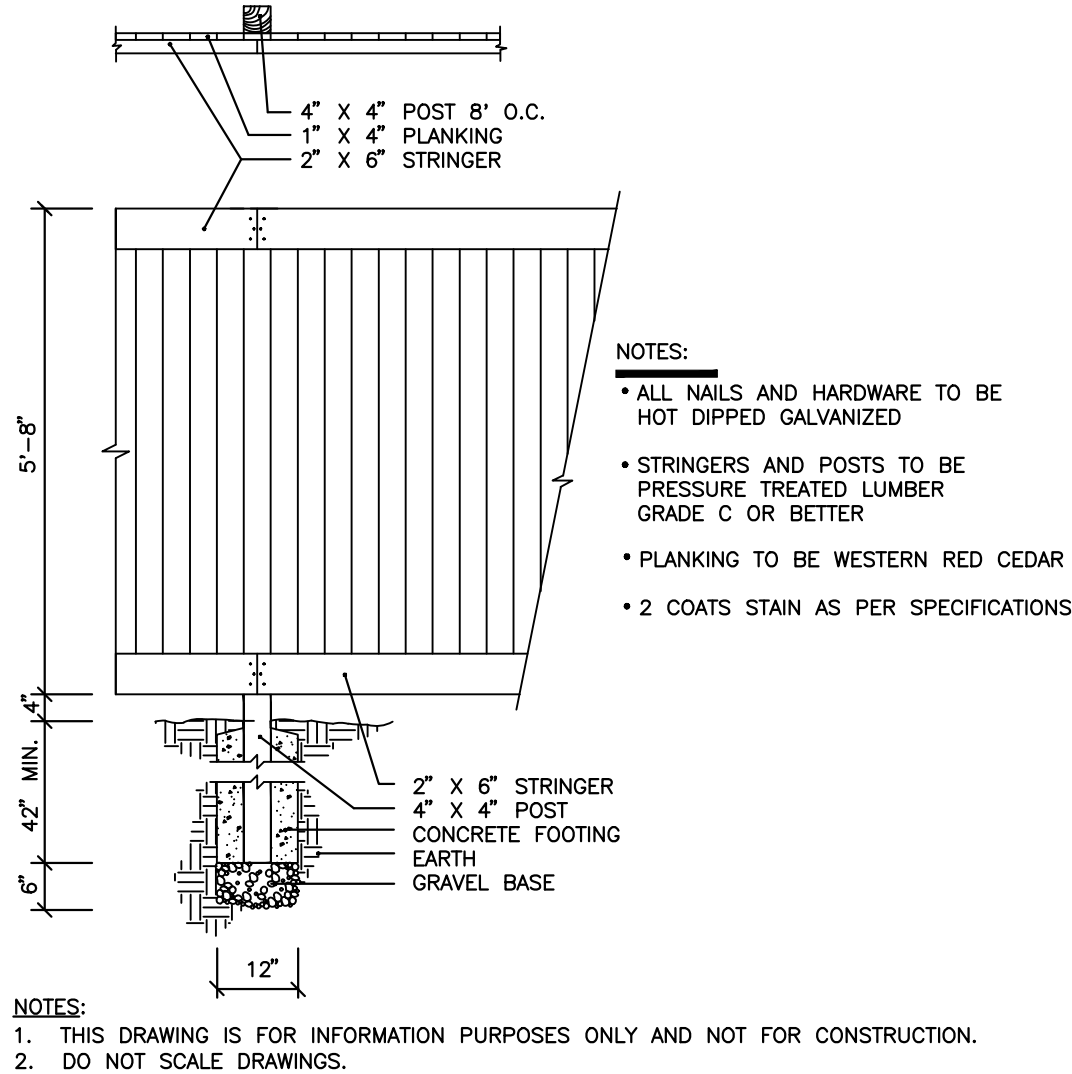
Description

LANDSCAPE DETAILS

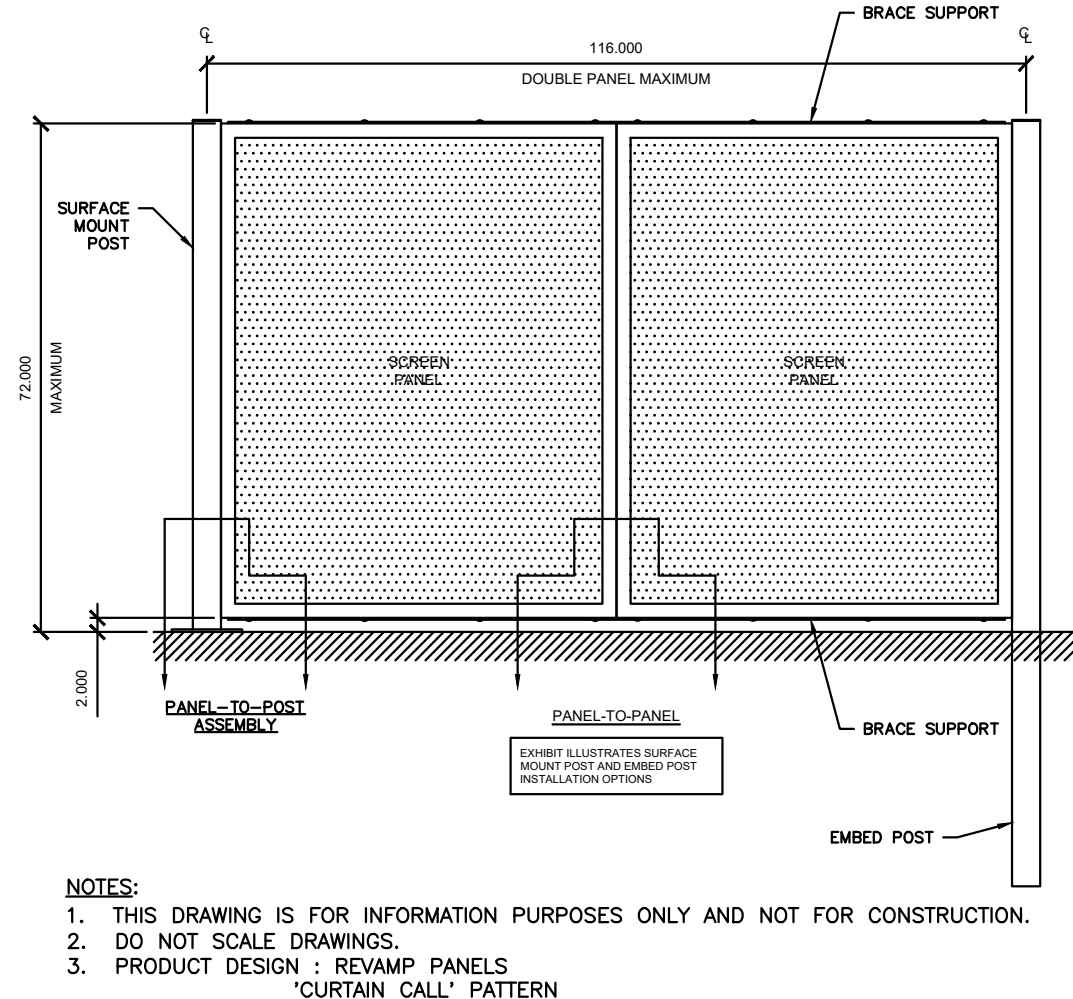
Scale

L2.00

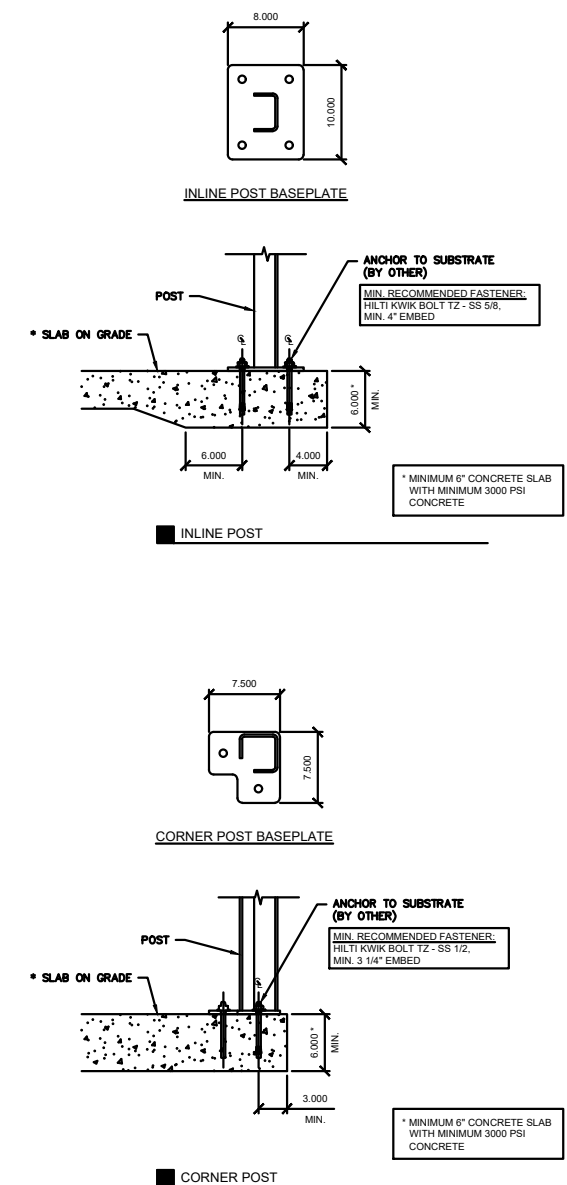
© 2015 Gensler



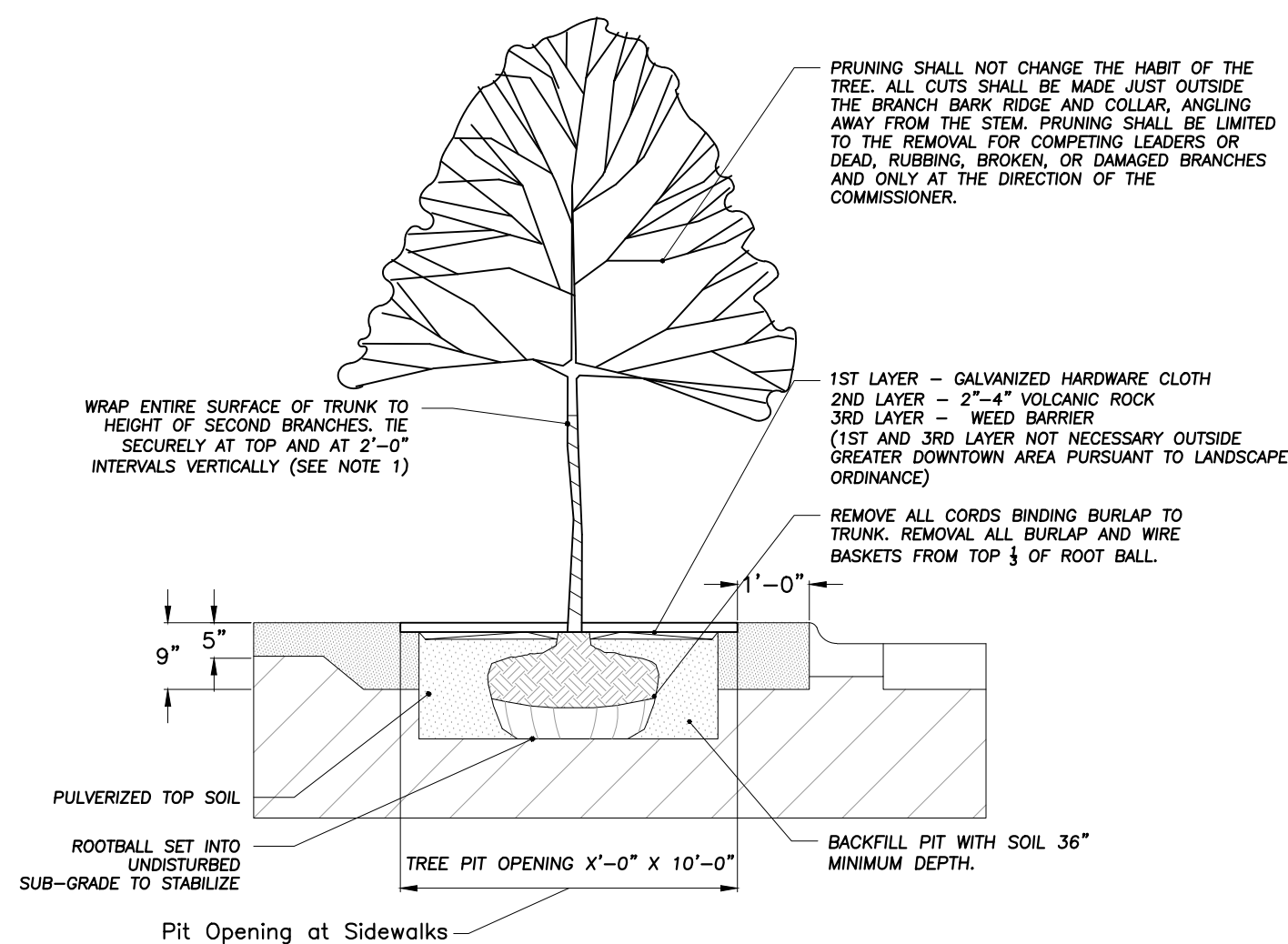
1 6' SOLID WOOD FENCE
NOT TO SCALE 323129.23-02



2 6' ORNAMENTAL METAL FENCE
NOT TO SCALE 323119-81



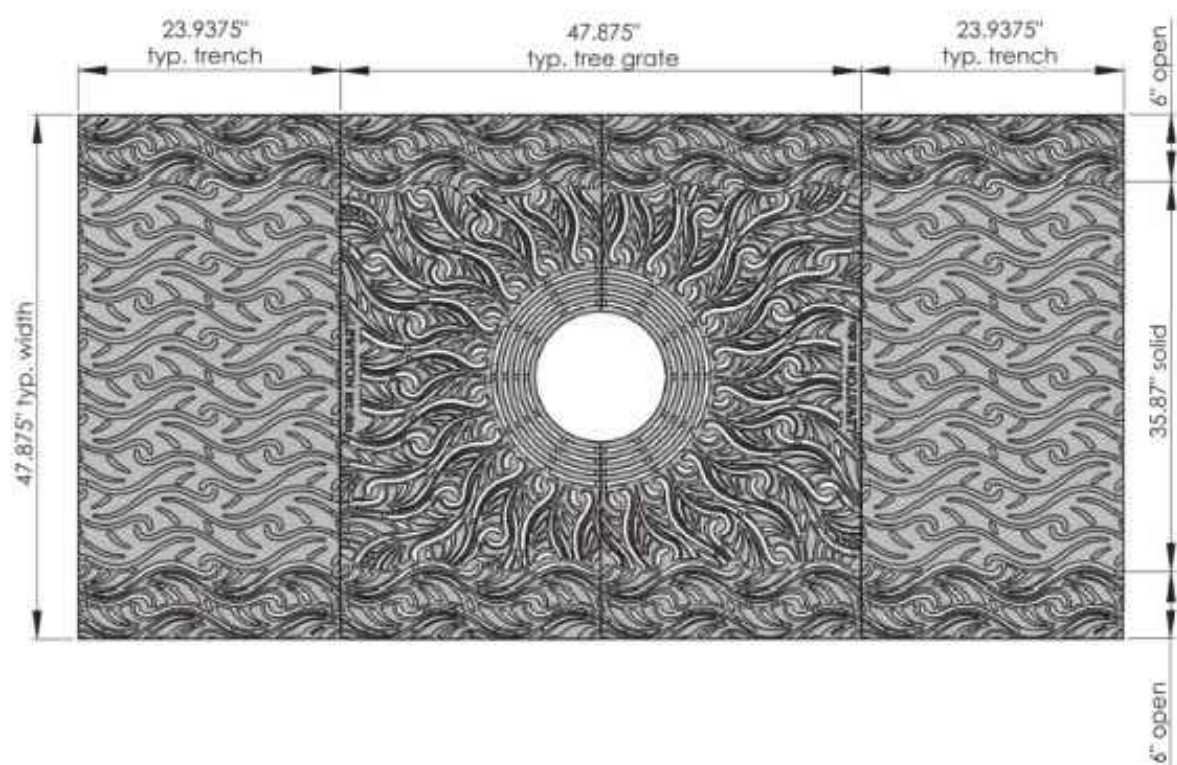
3 ORNAMENTAL METAL FENCE : MOUNT DETAILS
NOT TO SCALE 323119-82



NOTES:

- TREE WRAP SHOULD ONLY BE INSTALLED DURING THE FALL PLANTING SEASON ON SPECIES SUSCEPTIBLE TO FROST, CRACKING OR SUN SCALD SUCH AS, BUT NOT LIMITED TO, THE FOLLOWING: ACER, POPULUS, TILIA, AND LIRIODENDRON.
- SEE PLANTING DETAIL SPECIFICATION FOR BACKFILL MATERIAL.
- CONTRACTOR SHALL NOT LIFT TREE BY WIRE BASKET OR TRUNK.

4 TREE PIT DETAIL (8' X 10')
SCALE: Not to Scale 329343-29



5 TREE GRATE
Not To Scale 329343-29

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	LANDSCAPE DETAILS

Scale

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. The plan shows several existing buildings: two 1-story buildings, two 2-story buildings, two 3-story buildings, and one 4-story building. A large commercial 3-story building footprint of 12,141 sq. ft. is highlighted in blue. Construction logistics are indicated by numbered callouts (1-8) corresponding to the Logistics Plan Legend. Callout 1 shows Gate #1, Callout 2 shows Gate #2, Callout 3 shows the material storage area, Callout 4 shows the mobile crane location, Callout 5 shows the Skender field office trailer, Callout 6 shows the trash chute, Callout 7 shows the hoist bay, and Callout 8 shows the mobile concrete pump truck. Closures are marked with numbered callouts (1-3) corresponding to the Closures Required for Construction legend. Callout 1 shows the Elm Street sidewalk closure, Callout 2 shows the Green Bay Road sidewalk closure, and Callout 3 shows the alley closure. Symbols for light and traffic poles, jersey barricades, fire hydrants, and pedestrian paths are also shown. A walking path to Green Bay Road businesses is indicated by a green dotted line. A material staging/stocking area is shown near the commercial building footprint. The plan also shows the location of existing buildings and the proposed construction area.

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

791 ELM STREET - PRELIMINARY CONSTRUCTION LOGISTICS AND REDEVELOPMENT PLAN

DATE
ISSUED
5/16/2024

Page 119 of 280



Spruce St

Green Bay Rd

Green Bay Rd

Elm St

791 ELM ST -
JPMC
CONSTRUCTION

PROHIBITED
WALKWAY

PROHIBITED
WALKWAY
CONSTRUCTION

PROHIBITED
WALKWAY
CONSTRUCTION

PROHIBITED
WALKWAY
CONSTRUCTION

PROHIBITED
WALKWAY

PROHIBITED
WALKWAY
CONSTRUCTION

PROHIBITED
WALKWAY
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

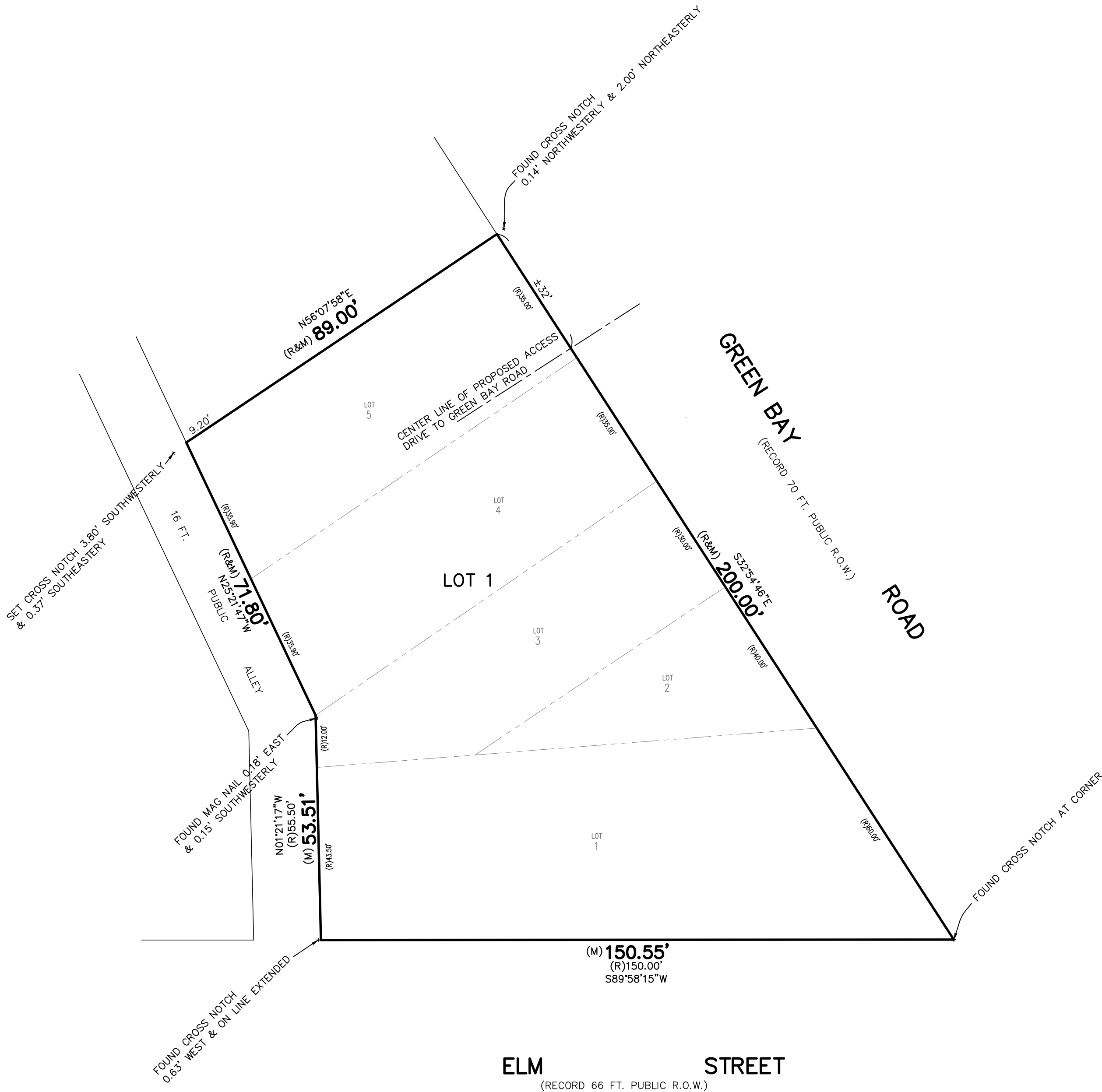
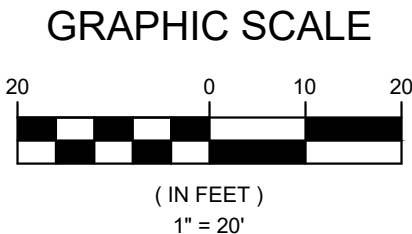
PINS:
05-20-208-018-0000

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)

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)

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)

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)

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)

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)

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)

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)

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)

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 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

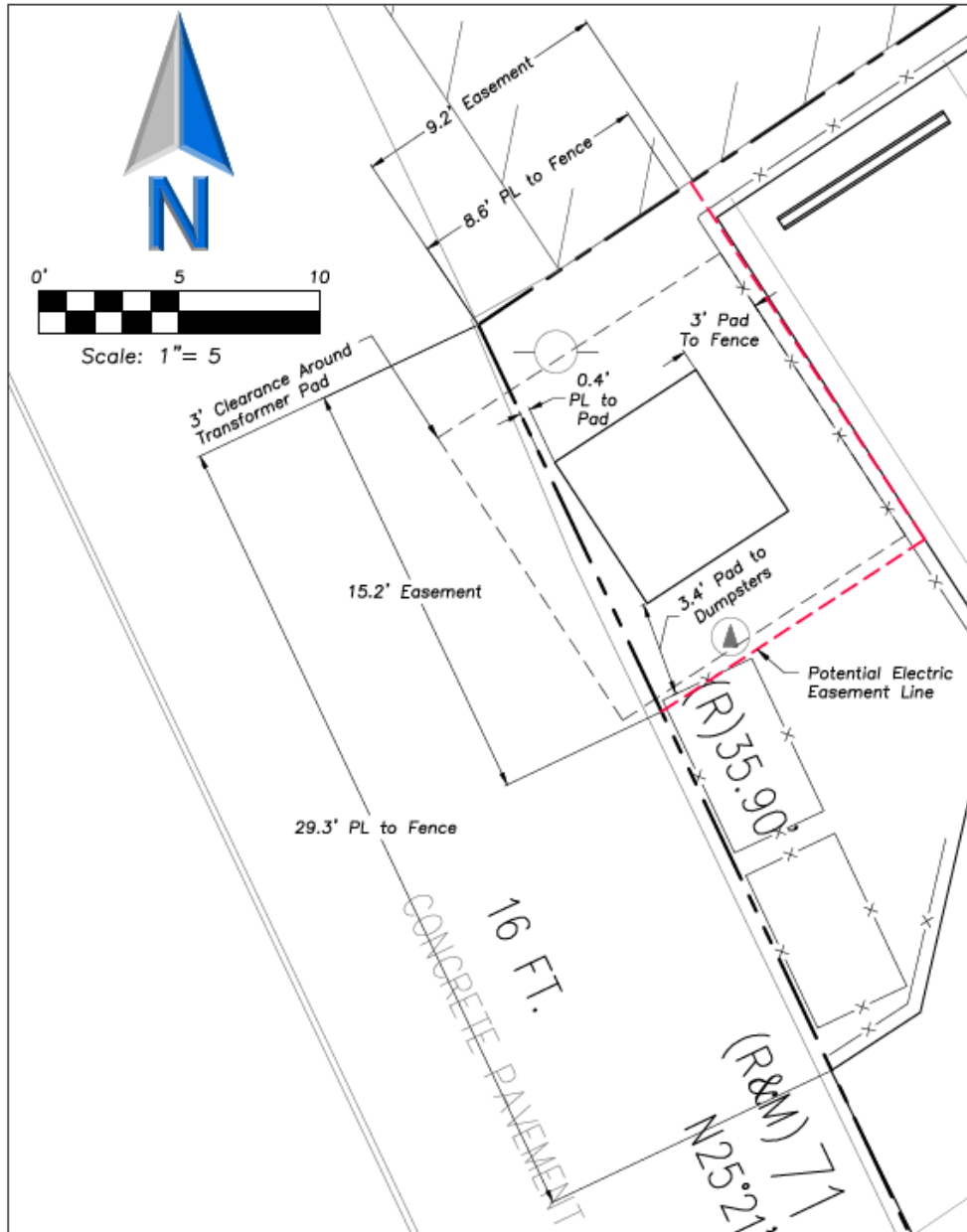


EXHIBIT N

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:_____

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 _____, 2024, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

Signed

Village President

Countersigned:

Village Clerk

June ____, 2024

R-XX-2024

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 curblin 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, "**Mortgagee**"), 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 _____

Attachment 4 Public Comments

From: [Theresa Lucas](#)
To: [David Schoon](#)
Subject: Chase Bank Development Agreement
Date: Tuesday, June 11, 2024 11:55:49 PM
Attachments: [Taste of West Elm Sponsored Chase Bank v1.pdf](#)

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.

Hi David,

At last week's VC meeting, a couple of comments were made about Chase being a good neighbor. While examples weren't provided, let's assume that's accurate at a level not visible to the business owners.

In the same meeting, there were comments on the amount of money being spent by Chase Bank. Unfortunately, there was no reference to the revenue loss to the small businesses from the lengthy, concurrent construction projects. While the dollar amounts may not be similar, both assessments should be based on the percentage of revenue.

We know from the streetscape project that customers don't want to drive their vehicles through construction. There needs to be an incentive for the length of Chase Bank's construction project to pull customers into West Elm.

The request is that the development agreement include Chase Bank 100% sponsoring a monthly Taste of West Elm for the duration of the construction project. A draft outline is attached.

Cheers,
Theresa

Taste of West Elm

Sponsored by Chase Bank

Version: Draft 1.0

Taste of West Elm

- Monthly tasting from West Elm (WE) food and drink providers
- Duration from construction start month to building occupancy month
- Same Saturday of each month (e.g., Second Saturday of the month)
- Minimum 2 hours starting at 1pm or later
- Setup at the southwest corner of Elm and Chestnut Streets
- In shop tasting during inclement weather

Chase Bank

- 100% sponsorship of Taste of West Elm including food and drink samples from WE businesses, setup, staff, and social media collateral
- Work directly with West Elm Committee

West Elm Committee

- 3 or 5 person small business owner team
- Define and document participation criteria
- Organize and manage food and drink providers
- Provide updates to Village Council as requested
- Work directly with Chase Bank personnel



Agenda Item Executive Summary

TITLE: Ordinance No. M-09-2024: Granting an Amendment to a Special Use Permit, Variations from the Winnetka Zoning Ordinance, and a Certificate of Appropriateness for the Construction of Improvements to an Existing Playground Within the R-4 Single Family Residential District (1155 Oak Street) (Introduction/Adoption)

PRESENTER: David Schoon

AGENDA DATE: June 18, 2024

CONSENT: No

ITEM TYPE: Ordinances and Resolutions

ITEM HISTORY:

None

EXECUTIVE SUMMARY:

INTRODUCTION

On June 18, 2024, the Village Council is scheduled to consider Ordinance No. M-09-2024, An Ordinance Granting an Amendment to a Special Use Permit, Variations from the Winnetka Zoning Ordinance, and a Certificate of Appropriateness for the Construction of Improvements to an Existing Playground within the R-4 Single Family Residential Zoning District (1155 Oak Street) (**Attachment 1**). The Ordinance is in response to an application submitted by Winnetka Public School Nursery (the "Applicant"), as the lessee of a portion of the property on which Carleton Washburne School and The Skokie School are located (the "Subject Property") and which portion has the address of 1155 Oak Street. The Subject Property is owned by the Board of Education of Winnetka Elementary School District 36 (the "Owner"), and it has authorized the application. The Applicant is proposing improvements to its existing playground located on the Subject Property and requests approval of the following relief:

1. Approval of an amendment to an existing ordinance granting a **Special Use Permit** and Variations that allowed construction of an addition to Carleton Washburne School on the Subject Property; and
2. Approval of the following **zoning variations**:
 - a. **Roofed Lot Coverage (RLC)** of 147,079.44 square feet, whereas a maximum of 133,377.75 square feet is permitted, a variation of 13,701.69 square feet (10.27%) [Section 17.30.030 – Intensity of Use of Lot] [Note: The entire site currently contains 147,047.74 square feet of RLC. The proposed improvements would add 31.7 square feet];
 - b. **Front Yard Setback (Oak Street)** of 14.25 feet, whereas a minimum of 30 feet is required, a variation of 15.75 feet 52.5%) [Section 17.30.050 – Front and Corner Yard

Setbacks] [Note: The existing play equipment currently provides a front yard setback of 10.8 feet]; and

- c. **Shed Height** of 9.08 feet, whereas a maximum height of 7 feet is permitted, a variation of 2.08 feet (29.71%) [Section 17.30.080 – Height of Buildings and Structures] [Note: The existing sheds are approximately 9.25 feet in height].

The layout of the playground will remain essentially the same, with existing play equipment being removed and replaced with new pieces. The existing concrete paths through the play area will remain and the sand and mulch play surfaces will be replaced with new mulch and sand. There are two existing sheds in the play area that are proposed to be removed and replaced in generally the same size and location. There is also an existing pergola within the play area that the Applicant is proposing to reduce in size, while maintaining the center portion of the pergola.

The Applicant is not proposing hardscape improvements to the play area or play surfaces. The play surfaces will remain primarily as mulch (engineered wood fiber), with a sand play area in the center of the playground. The Village Engineer has reviewed the materials submitted for this application and does not have concerns about the proposed project. He is working with the Applicant's design team to create a plan to help alleviate current standing water issues, in conjunction with the Village's future stormwater project on Oak Street.

The proposed plan includes removal of a 20" diameter silver maple. The Village Forester has reviewed the plans and has indicated that removal of the tree will be allowed given its fair but declining condition related to its constricted root system and outgrowing its space. Replacement with one (3" caliper) large-growing shade tree will be required. In response to questions raised by two Plan Commissioners at its meeting on May 22, 2024, the Village Forester provided additional information regarding the tree removal and the required tree replacement. He explained that several factors are considered when evaluating a tree removal permit application and potential replacement, which include:

- Potential design modifications that would allow for tree preservation
- Size of tree
- Location of tree, especially the area containing the critical root zone
- Tree condition
- Species

The tree's condition is mainly the result of its species and location. The area around the tree is constricted and receives a large amount of foot traffic. The tree is already outgrowing its space, and there is little room for further root growth. The crown is declining as a result and the tree is unlikely to thrive into the future even if construction were not to take place. Given the tree's species, condition and location, it is unlikely that it could survive construction impacts, including the cutting of large roots.

All of these factors were taken into account when determining whether or not to approve removal of the tree as part of construction. The amount of replacement is also reduced from a full 20" of replacement to 3" (caliper) as a result of these factors. If the tree had been in better condition or was located in a more favorable growing environment, more inches would be required as replacement. A 3" tree is the largest caliper tree that is commonly available in the area. Such replacement requirements are standard for construction projects in the Village.

ADVISORY BOARD/COMMISSION REVIEW

The Design Review Board (DRB) considered a certificate of appropriateness for the proposed improvements on May 16, 2024. After hearing from staff and no members of the public, the DRB did

not have questions for the Applicant. The Board was very supportive of the project and recommended approval by a vote of 7-0. The meeting minutes are provided in **Attachment 3**.

The Plan Commission (PC) considered the special use permit on May 22, 2024. After hearing from the Applicant, and no members of the public, the PC discussed the request. As noted above, two Commissioners asked questions regarding the removal of a 20" diameter silver maple, which the Village Forester has indicated will be allowed and will be required to be replaced with one (3" caliper) large-growing shade tree. Ultimately, the PC recommended approval by a vote of 5-0. The meeting minutes are provided in **Attachment 4**.

The Zoning Board of Appeals (ZBA) considered the request at a special meeting on June 11, 2024. **Attachment 2** includes the staff report to the ZBA and the meeting minutes, which summarize the request (a similar report was provided to the Plan Commission). After hearing from the Applicant, the ZBA discussed the request. One member questioned the reasoning behind the removal of the 20" diameter silver maple tree, but in the end the ZBA recommended approval by a vote of 5-0.

RECOMMENDATION:

Given all three advisory bodies unanimously recommended approval of the request, the Council may wish to (a) consider waiving introduction of Ordinance No. M-09-2024 and consider adoption of the Ordinance, OR (b) consider only Introduction of Ordinance No. M-09-2024.

ATTACHMENTS:

1. Ordinance No. M-09-2024: Granting an Amendment to a Special Use Permit, Variations, and a Certificate of Appropriateness (1155 Oak Street)
2. June 6, 2024, ZBA Staff Report and Attachments, and June 11, 2024, ZBA Meeting Minutes
3. May 16, 2024, DRB Meeting Minutes
4. May 22, 2024, PC Meeting Minutes

AN ORDINANCE GRANTING AN AMENDMENT TO A SPECIAL USE PERMIT,
VARIATIONS FROM THE WINNETKA ZONING ORDINANCE, AND
A CERTIFICATE OF APPROPRIATENESS FOR THE CONSTRUCTION OF
IMPROVEMENTS TO AN EXISTING PLAYGROUND
WITHIN THE R-4 SINGLE FAMILY RESIDENTIAL DISTRICT
(1155 Oak Street)

WHEREAS, the Board of Education of Winnetka Public School District No. 36 (“*School District*”) is the record title owner of the property commonly known as 1155 Oak Street, Winnetka, Illinois, and legally described in **Exhibit A** attached to and, by this reference, made a part of this Ordinance (“*Subject Property*”); and

WHEREAS, the Subject Property is located within the R-4 Single-Family Residential District of the Village (“*R-4 District*”); and

WHEREAS, the Subject Property is part of a larger portion of property on which the Carleton Washburne School and the Skokie School are located, both of which are operated by the School District; and

WHEREAS, the School District leases the Subject Property to the Winnetka Public School Nursery (“*Applicant*”); and

WHEREAS, the Applicant operates a pre-school at the Subject Property (“*Pre-School*”); and

WHEREAS, the Subject Property consists of approximately 12.25 acres, and is located on the north side of Oak Street between Glendale Avenue and Hibbard Road and is improved with the Carleton Washburne School, the Skokie School, the Pre-School, a playground for the pre-school measuring approximately 10,000 square feet on the west side of the Skokie School building (“*Pre-School Playground*”), and accessory structures; and

WHEREAS, the Pre-School Playground consists of outdoor playground equipment (“*Existing Equipment*”), sand and mulch play surfaces, two existing sheds (“*Existing Sheds*”), and a pergola (“*Pergola*”); and

WHEREAS, pursuant to Section 17.16.020 of the Winnetka Zoning Ordinance (“*Zoning Ordinance*”), the operation of a pre-school is not permitted within the R-4 District without a special use permit; and

WHEREAS, on June 3, 2008, the Village Council approved Ordinance No. M-07-2008 (“*Special Use Ordinance*”) granting the School District a special use permit to allow for the construction of an addition to the Carleton Washburne School on a portion of the Subject Property (“*Special Use Permit*”); and

WHEREAS, the Applicant proposes to construct improvements to the Playground by: (i) removing the Existing Equipment and installing new playground equipment (“*Proposed*

Equipment"); (ii) replacing the sand and mulch play surfaces with new mulch and sand; (iii) removing the Existing Sheds and replacing them with two new sheds that would both be 9 feet and 1 inch in height ("**New Sheds**"); (iv) installing a 4 foot tall cedar fence between the New Sheds; (v) reducing the size of the Pergola; and (vi) making other ancillary improvements to the Playground (collectively, the "**Proposed Improvements**"); and

WHEREAS, pursuant to Section 17.56.090 of the Zoning Ordinance, no special use may be enlarged or extended by structural alteration of a building or other structure without amending the special use permit; and

WHEREAS, the Applicant desires to amend the Special Use Permit to allow for the construction and operation of the Proposed Improvements; and

WHEREAS, pursuant to Section 17.30.030.A of the Zoning Ordinance, the maximum roofed lot coverage for the Subject Property is 133,377.75 square feet; and

WHEREAS, pursuant to Section 17.30.050 of the Zoning Ordinance, the minimum front yard setback from the south property line of the Subject Property along Oak Street ("**South Property Line**") to the Proposed Equipment is 30 feet; and

WHEREAS, pursuant to Section 17.30.080.G of the Zoning Ordinance, the maximum height for storage sheds at the Subject Property is 7 feet; and

WHEREAS, the Applicant desires to construct and operate the Proposed Improvements in a manner that will: (i) increase the total area of roofed lot coverage on the Subject Property from approximately 147,047.74 square feet to approximately 147,079.44 square feet; (ii) increase the front yard setback from the South Property Line, from approximately 10.8 feet for the Existing Equipment to approximately 14.25 feet; and (iii) decrease the current height of the Existing Sheds from 9.25 feet to 9.08 feet; and

WHEREAS, the Applicant filed an application for: (i) variations from Sections 17.30.030.A, 17.30.050, and 17.30.080.G of the Zoning Ordinance to permit the construction of the Proposed Improvements (collectively, the "**Variations**"); (ii) an amendment to the Special Use Permit pursuant to Sections 17.16.020 and Chapter 17.56 of the Zoning Ordinance to allow the construction and operation of the Proposed Improvements on the Subject Property within the R-4 District ("**Special Use Permit Amendment**"); and (iii) a certificate of appropriateness pursuant to Section 15.40.010 of the Winnetka Village Code ("**Village Code**") (the Variations, Special Use Permit Amendment, and Certificate of Appropriateness are, collectively, the "**Requested Relief**"); and

WHEREAS, on June 11, 2024, after due notice thereof, the Zoning Board of Appeals ("**ZBA**") conducted a public hearing on the Requested Relief and, by a vote of five in favor and none opposed, recommended that the Village Council approve the Requested Relief subject to the conditions set forth in this Ordinance; and

WHEREAS, pursuant to Sections 17.60.040, 17.60.050, and Chapter 17.56 of the Zoning Ordinance, the ZBA heard evidence and made certain findings in support of recommending approval of the Variations and the Special Use Permit Amendment; and

WHEREAS, on May 16, 2024, after due notice thereof, the Design Review Board of the Village met to consider a Certificate of Appropriateness for the Proposed Improvements, and by a vote of seven in favor and none opposed, recommended the issuance of a Certificate of Appropriateness for the Proposed Improvements; and

WHEREAS, on May 22, 2024, after due notice thereof, the Plan Commission conducted a public hearing on the proposed Special Use Permit Amendment and, by a vote of five in favor and none opposed, recommended that the Village Council approve the Special Use Permit Amendment; and

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

WHEREAS, the Village Council has determined that approval of the proposed Special Use Permit Amendment satisfies the standards for the approval of special use permits within the R-4 District set forth in Chapter 17.56 of the Zoning Ordinance; and

WHEREAS, the Village Council has determined that approval of the Requested Relief for the construction and operation of the Proposed Improvements on the Subject Property within the R-4 District is in the best interest of the Village and its residents; and

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

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

SECTION 2: APPROVAL OF SPECIAL USE PERMIT AMENDMENT. Subject to, and contingent upon, the terms and conditions set forth in Section 5 of this Ordinance, the Special Use Permit Amendment is hereby granted, pursuant to Chapter 17.56 and Section 17.16.020 of the Zoning Ordinance and the home rule powers of the Village, to allow the construction and operation of the Proposed Improvements on the Subject Property within the R-4 District.

SECTION 3: APPROVAL OF VARIATIONS. Subject to, and contingent upon, the terms, conditions, restrictions, and provisions set forth in Section 5 of this Ordinance, the following variations are hereby granted with respect to the Subject Property, in accordance with and pursuant to Chapter 17.60 of the Zoning Ordinance and the home rule powers of the Village:

- A. Maximum Roofed Lot Coverage. A variation from Section 17.30.030.A of the Zoning Ordinance to permit a total of 147,079.44 square feet of roofed lot coverage.
- B. Front Yard Setback. A variation from Section 17.30.050 of the Zoning Ordinance to permit a front yard setback of 14.25 feet from the South Property Line.

- C. Shed Height. A variation from Section 17.30.080.G of the Zoning Ordinance to permit a shed height of 9.08 feet.

SECTION 4: APPROVAL OF CERTIFICATE OF APPROPRIATENESS. Subject to, and contingent upon, the terms, conditions, restrictions, and provisions set forth in Section 5 of this Ordinance, the Certificate of Appropriateness is granted for the Subject Property, pursuant to Section 15.40.010 of the Village Code and the home rule powers of the Village.

SECTION 5: CONDITIONS. The approvals granted by Sections 2, 3, and 4 of this Ordinance are subject to, and contingent upon, compliance by the School District with the following conditions:

- A. Commencement of Construction. The Applicant must commence the construction of the Proposed Improvements no later than 12 months after the effective date of this Ordinance.
- B. Compliance with Regulations. Except to the extent specifically provided otherwise in this Ordinance, the development, use, and maintenance of the Proposed Improvements and the Subject Property must comply at all times with all applicable Village codes and ordinances, as they have been or may be amended over time.
- C. Compliance with Plans. The development, use, and maintenance of the Proposed Improvements at the Subject Property must be in strict accordance with the Plans for the Proposed Improvements prepared by GRG Playscapes, consisting of 24 sheets, 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. Continued Effect of Special Use Permit. The Special Use Permit, as amended by this Special Use Permit Amendment, remains in full force and effect; provided, however, that in the event of any conflict between the Special Use Permit and the Special Use Permit Amendment, the provisions of the Special Use Permit Amendment will control.
- E. Reimbursement of Village Costs. In addition to any other costs, payments, fees, charges, contributions, or dedications required under applicable Village codes, ordinances, resolutions, rules, or regulations, the Applicant must pay to the Village, promptly upon presentation of a written demand or demands therefor, of all fees, costs, and expenses incurred or accrued in connection with the review, negotiation, preparation, consideration, and review of this Ordinance. Payment of all such fees, costs, and expenses for which demand has been made shall be made by a certified or cashier's check. Further, the Applicant must pay upon demand all costs incurred by the Village for publications and recordings required in connection with the aforesaid matters.

SECTION 6: RECORDATION; BINDING EFFECT. A copy of this Ordinance shall be recorded with the Recording Division of the Cook County Clerk. This Ordinance and the privileges, obligations, and provisions contained herein inure solely to the benefit of and are binding upon the Applicant and the School District and each of its heirs, representatives, successors, and assigns.

SECTION 7: FAILURE TO COMPLY. Upon the failure or refusal of the Applicant and School District to comply with any or all of the conditions, restrictions, or provisions of this Ordinance, in addition to all other remedies available to the Village, the approvals granted in Sections 2, 3, and 4 of this Ordinance will, at the sole discretion of the Village Council, by ordinance duly adopted, be revoked and become null and void; provided, however, that the Village Council may not so revoke the approvals granted in Sections 2, 3, and 4 of this Ordinance unless it first provides the Applicant and School District with two months advance written notice of the reasons for revocation and an opportunity to be heard at a regular meeting of the Village Council. In the event of revocation, the development and use of the Subject Property will be governed solely by the regulations of the applicable zoning district and the applicable provisions of the Zoning Ordinance, as the same may be amended from time to time. Further, in the event of such revocation, the Village Manager and Village Attorney are hereby authorized and directed to bring such zoning enforcement action as may be appropriate under the circumstances.

SECTION 8: FUTURE AMENDMENT OF SPECIAL USE PERMIT. Any future amendments to the Special Use Permit Amendment granted in Section 2 of this Ordinance that may be requested by the Applicant or School District after the effective date of this Ordinance may be granted only pursuant to the procedures, and subject to the standards and limitations, provided in the Zoning Ordinance.

SECTION 9: EFFECTIVE DATE.

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

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

B. In the event that the Applicant and School District do not file with the Village Clerk a fully executed copy of the unconditional agreement and consent described in Section 9.A.3 of this Ordinance within 60 days after the date of passage of this Ordinance by the Village Council, the Village Council shall have the right, in its sole discretion, to declare this Ordinance null and void and of no force or effect.

PASSED this 18 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 18, 2024

Passed and Approved: _____, 2024

EXHIBIT A

LEGAL DESCRIPTION OF SUBJECT PROPERTY

That part of the Northeast Quarter of Section 20, Township 42 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois, described as follows: Beginning at the intersection of Hibbard Road with the south line of Elm Street, thence East along the South line of Elm Street to the West line of Glendale Avenue to the North line of Oak Street, thence West along the North line of Oak Street to the East line of Hibbard Road, thence North along the East line of Hibbard Road to the point of beginning.

Commonly known as 1155 Oak Street, Winnetka, Illinois.

PIN: 05-20-108-001-0000

EXHIBIT B
PLANS FOR THE PROPOSED IMPROVEMENTS
(SEE ATTACHED EXHIBIT B)

List of Proposed Site Additions

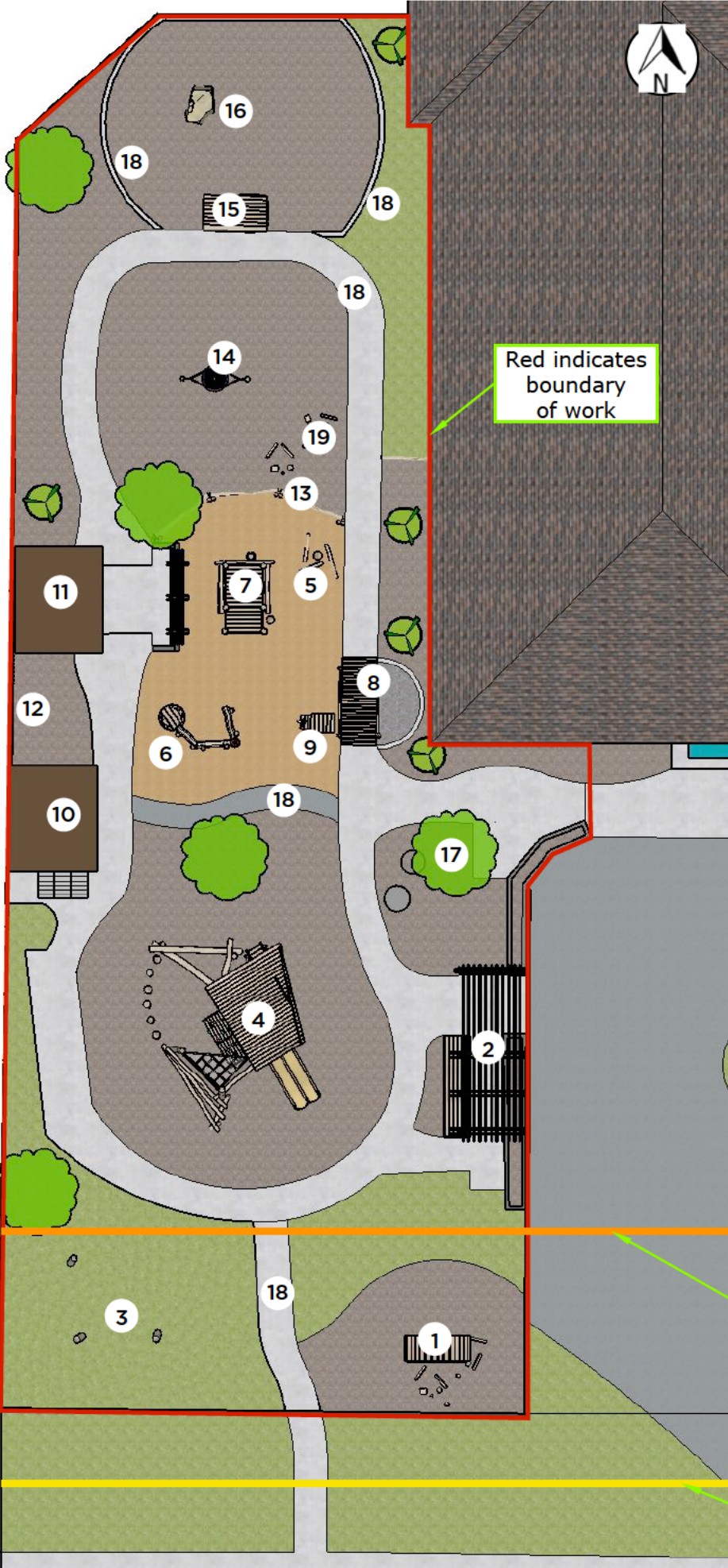
EXHIBIT B

- 1. Log Tunnel
- 2. Pergola Repair and Retrofit
- 3. Hammock Posts
- 4. Log Climber with Roof
- 5. Sand Pit
- 6. Water Runnels and Water Table
- 7. Sand Play Deck with Pulley
- 8. Bridge
- 9. Water Pump
- 10. Shed 1 10'x12'
- 11. Shed 2 10'x12'
- 12. 4' Tall Cedar Fence
- 13. Log Edging
- 14. Basket Swing
- 15. Village Playhouse
- 16. Existing Boulder Moved
- 17. Tree to be removed (by others)
- 18. Existing Hardscape Elements
- 19. Loose Parts

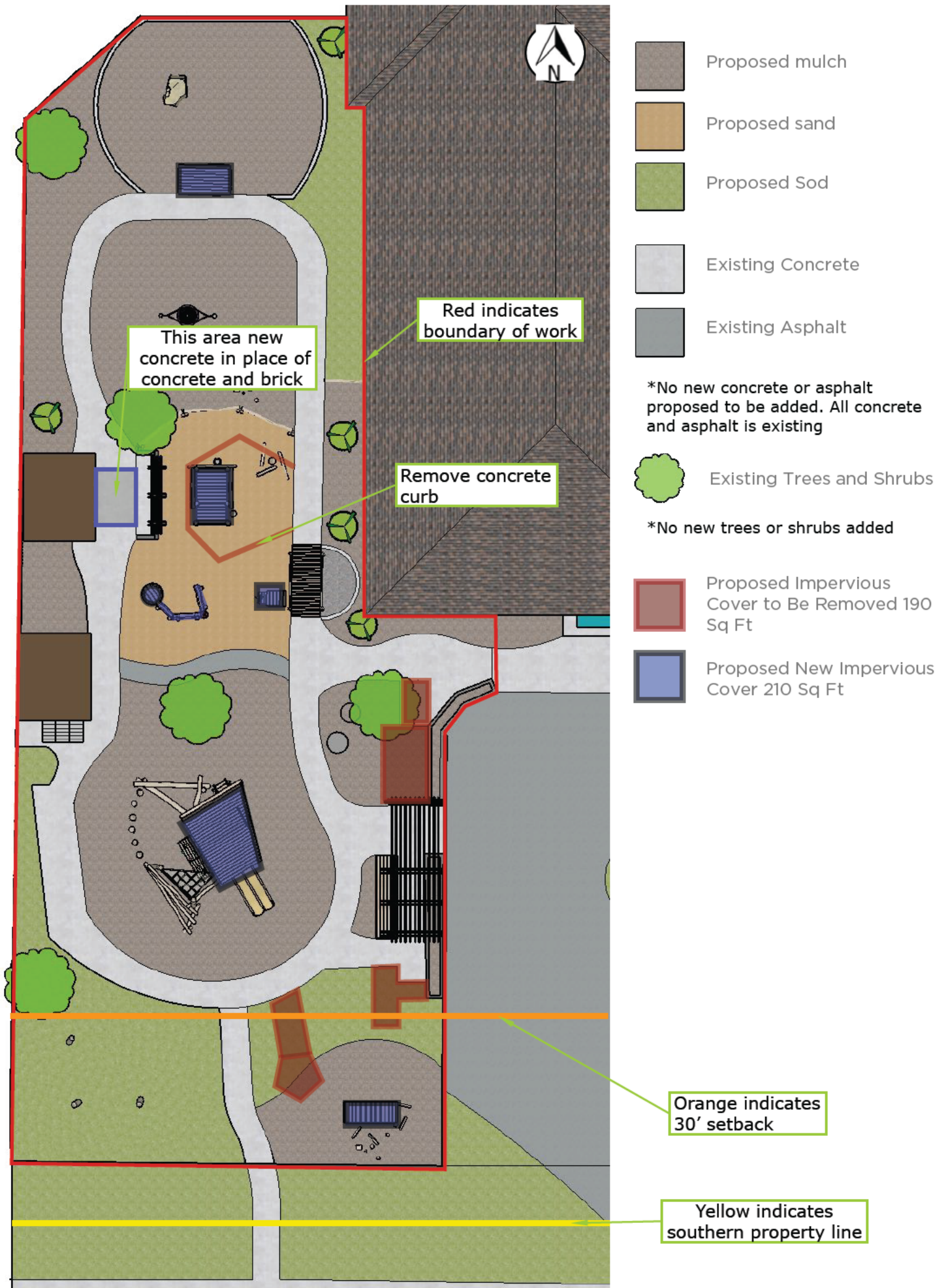
Red indicates
boundary
of work

Orange indicates
30' setback

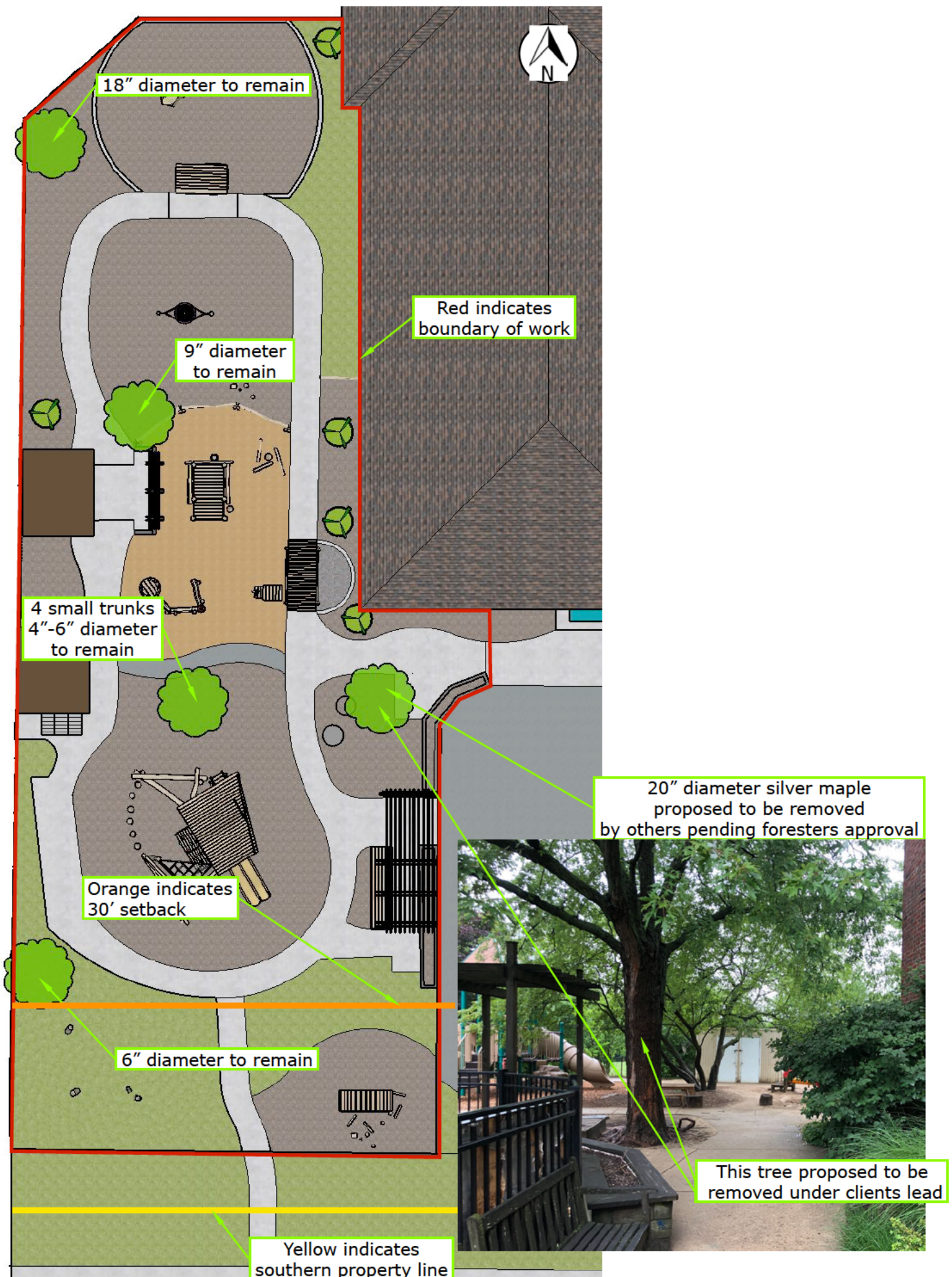
Yellow indicates
southern property line



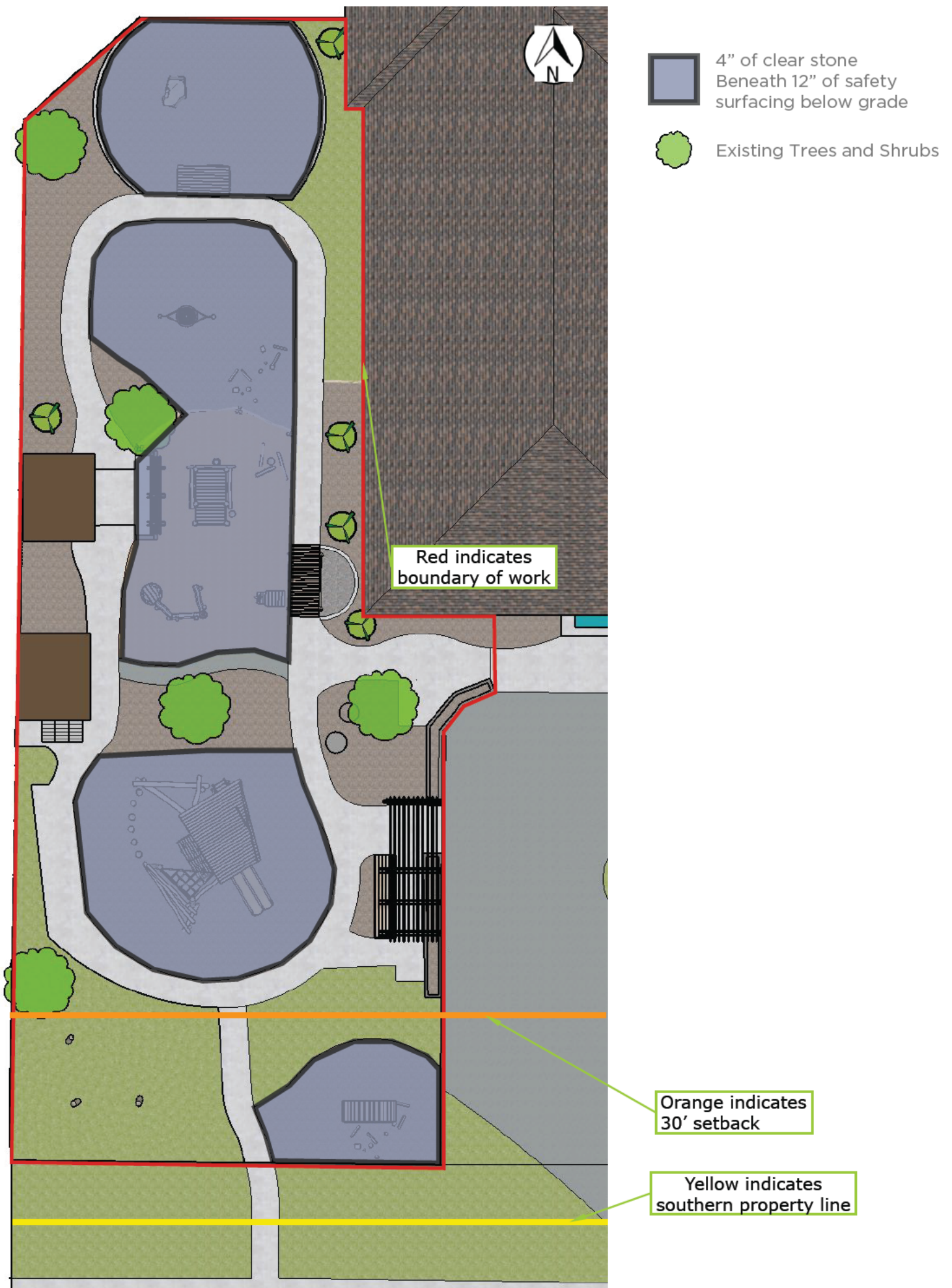
Plan Showing Proposed Site Improvements



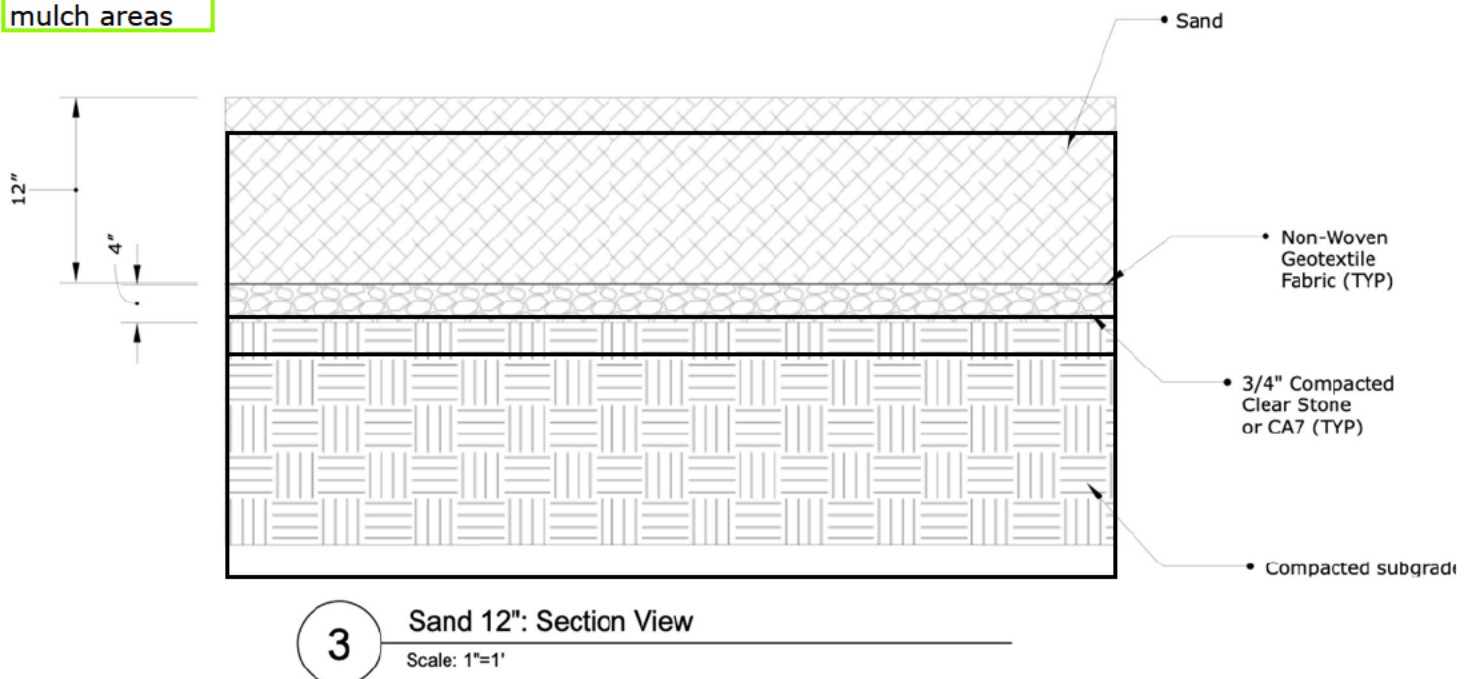
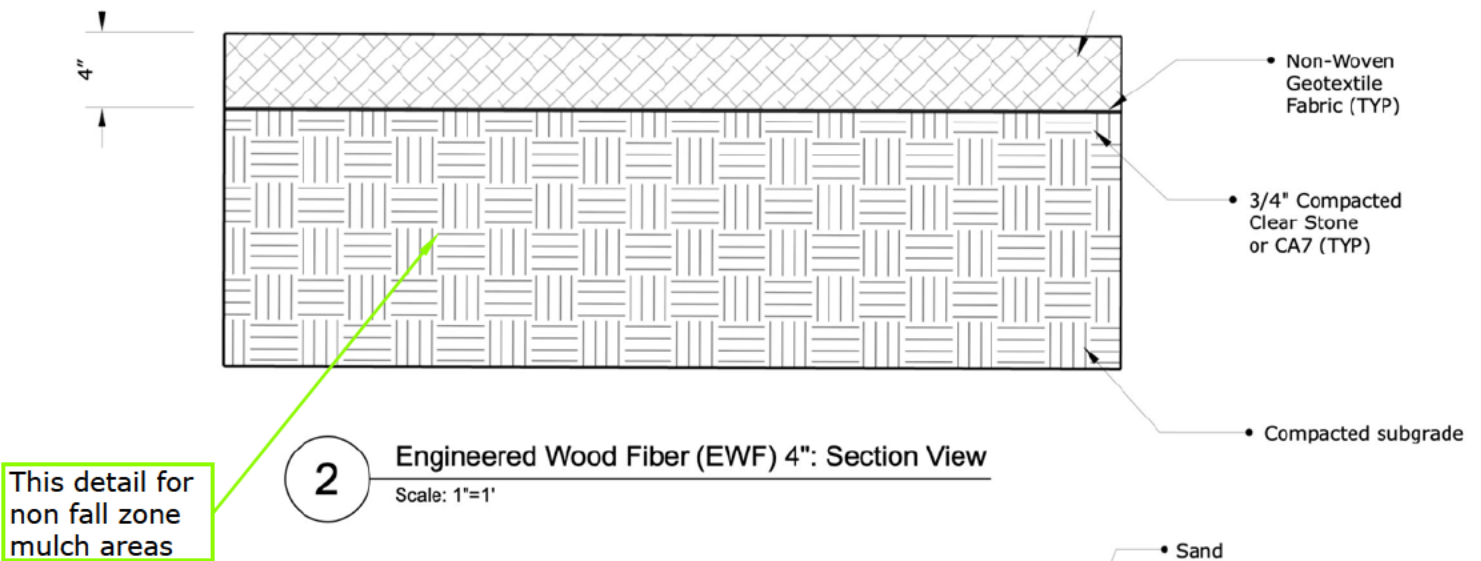
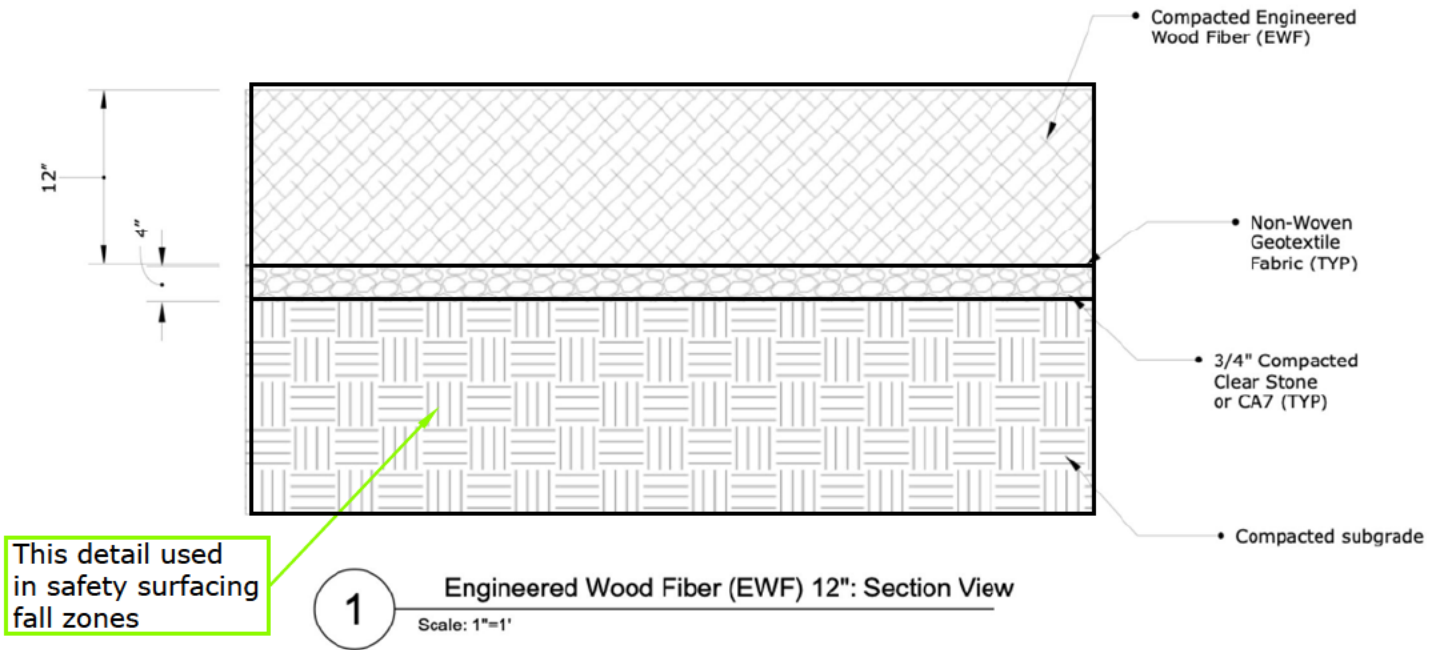
Plan Showing Proposed Surfacing and Impervious Cover



Existing Trees and Diameters



Proposed Clear Stone and Safety Surfacing Location

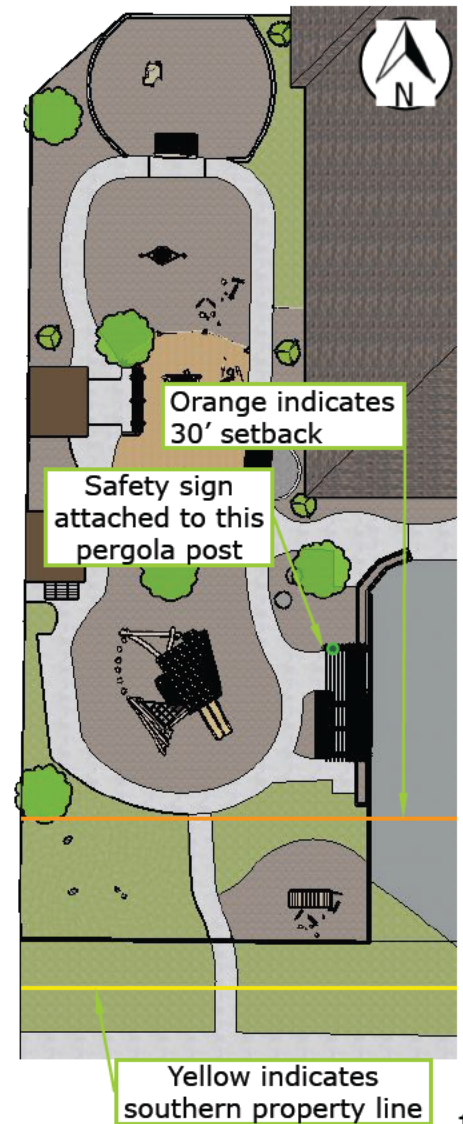


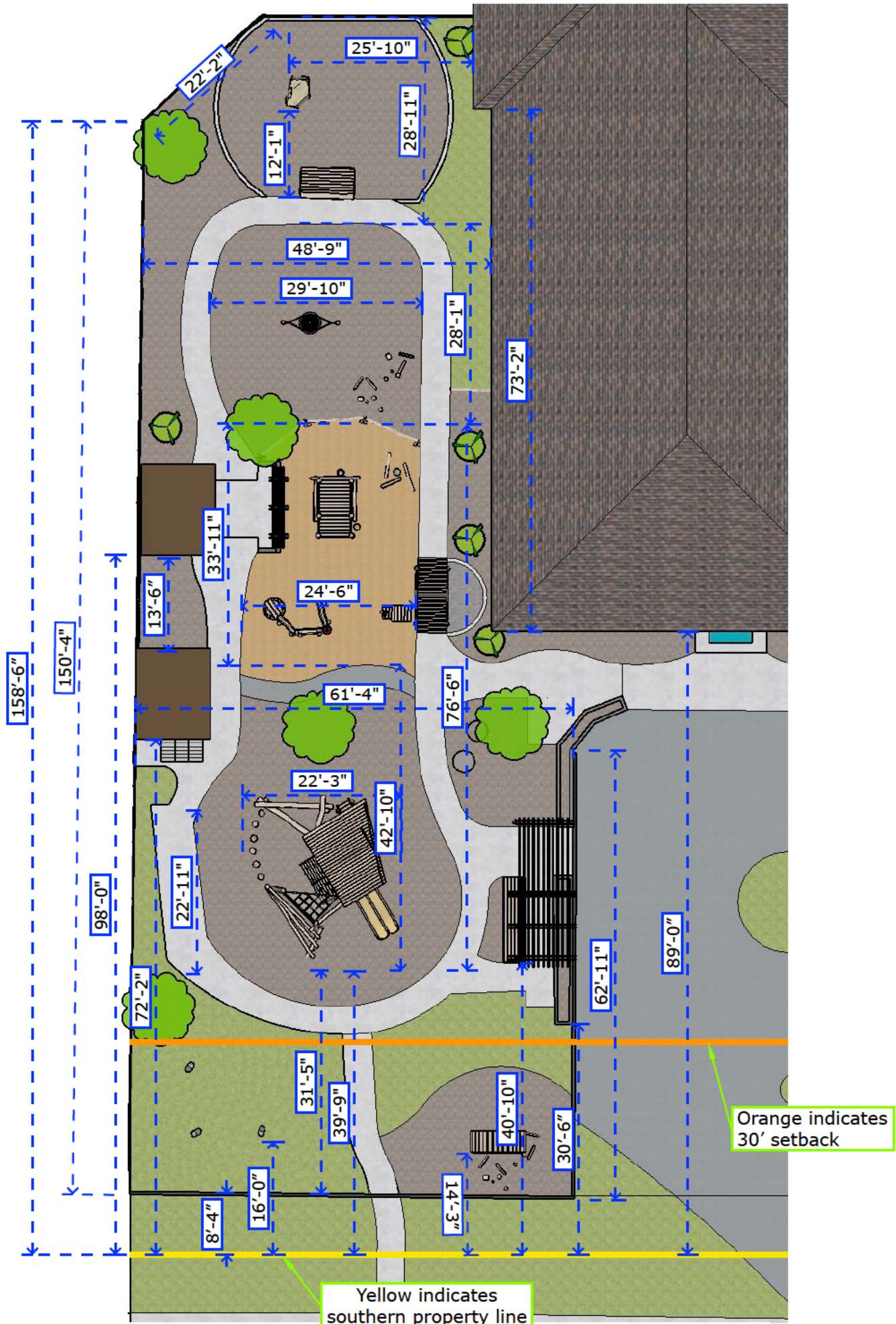


The green sign is made of Metal Max and Scotocal High Tack Graphic Film.
The sign is made of aluminum.
Will be installed 4' high on existing pergola post



Proposed Safety Sign





Proposed Site Overall Dimensions

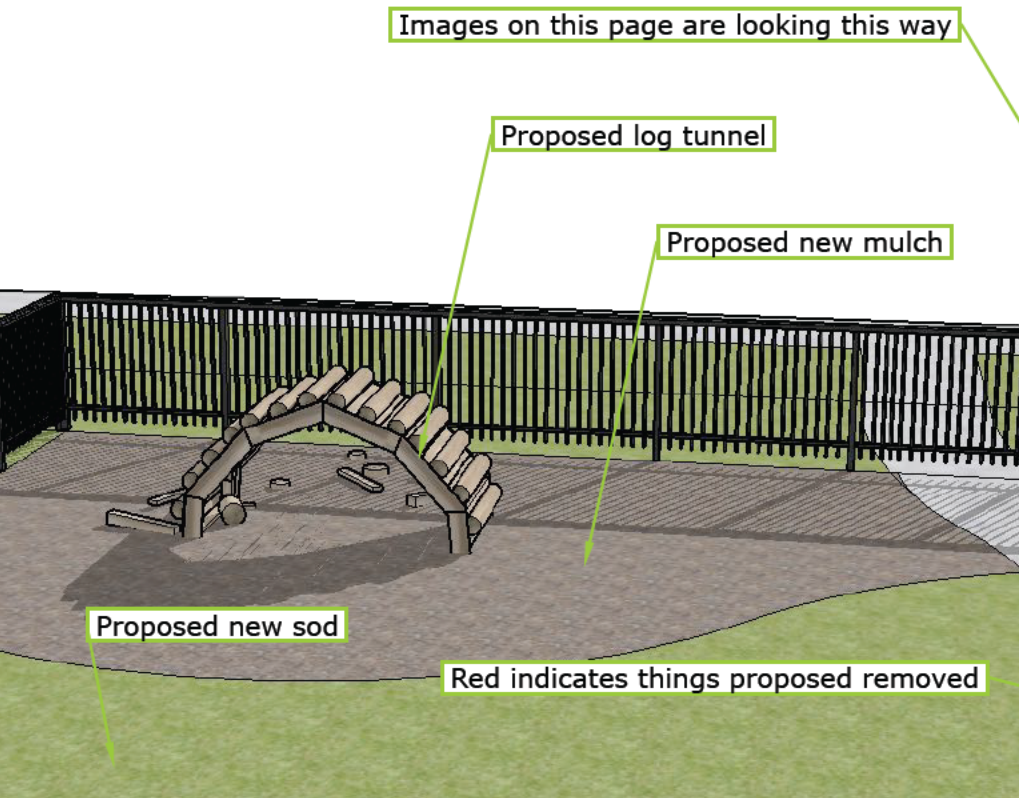


Proposed Playscape Overview Perspective



Southeast Corner Existing Conditions

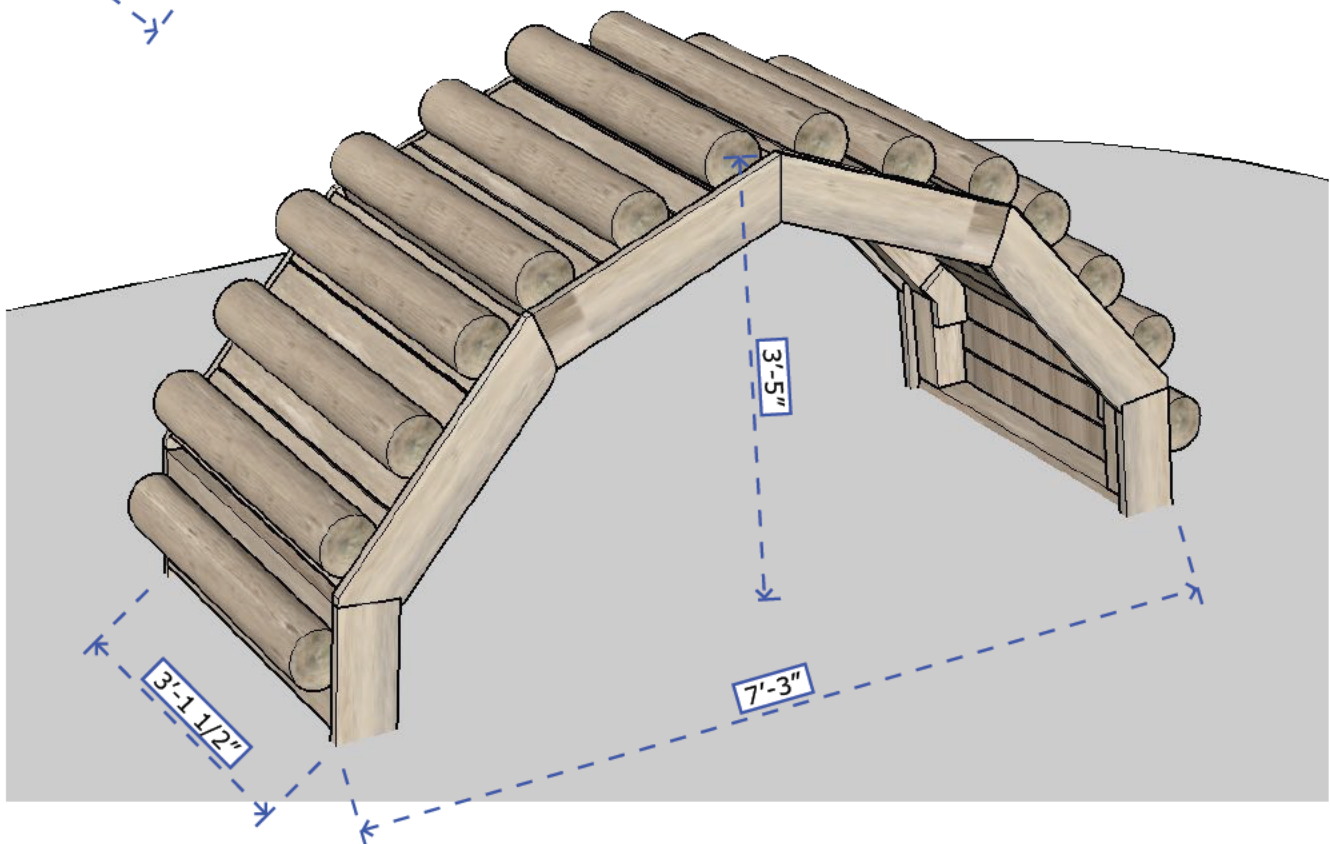
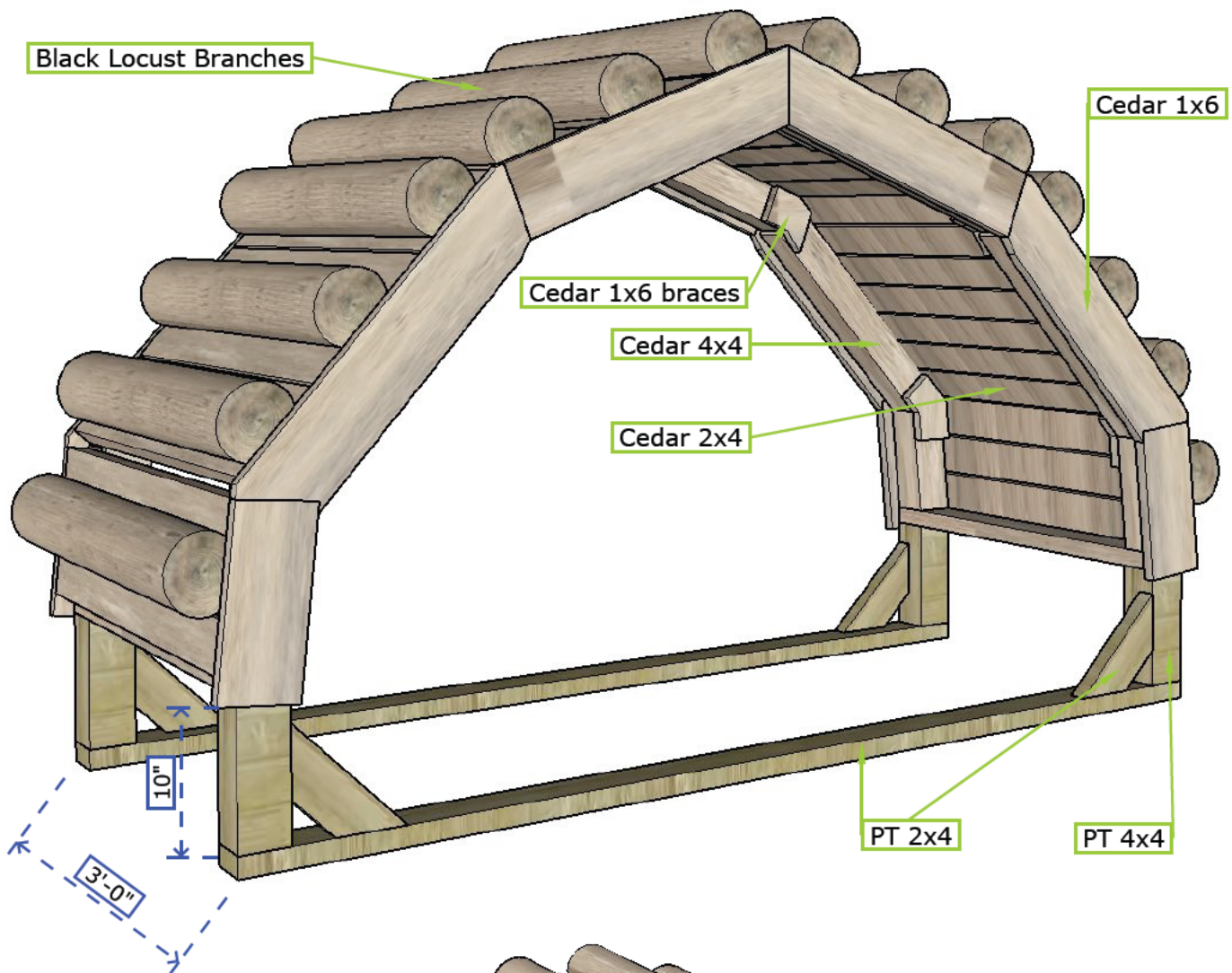
Image shows existing site. Red shows what we propose to remove



Southeast Corner Proposed Changes

Yellow indicates southern property line



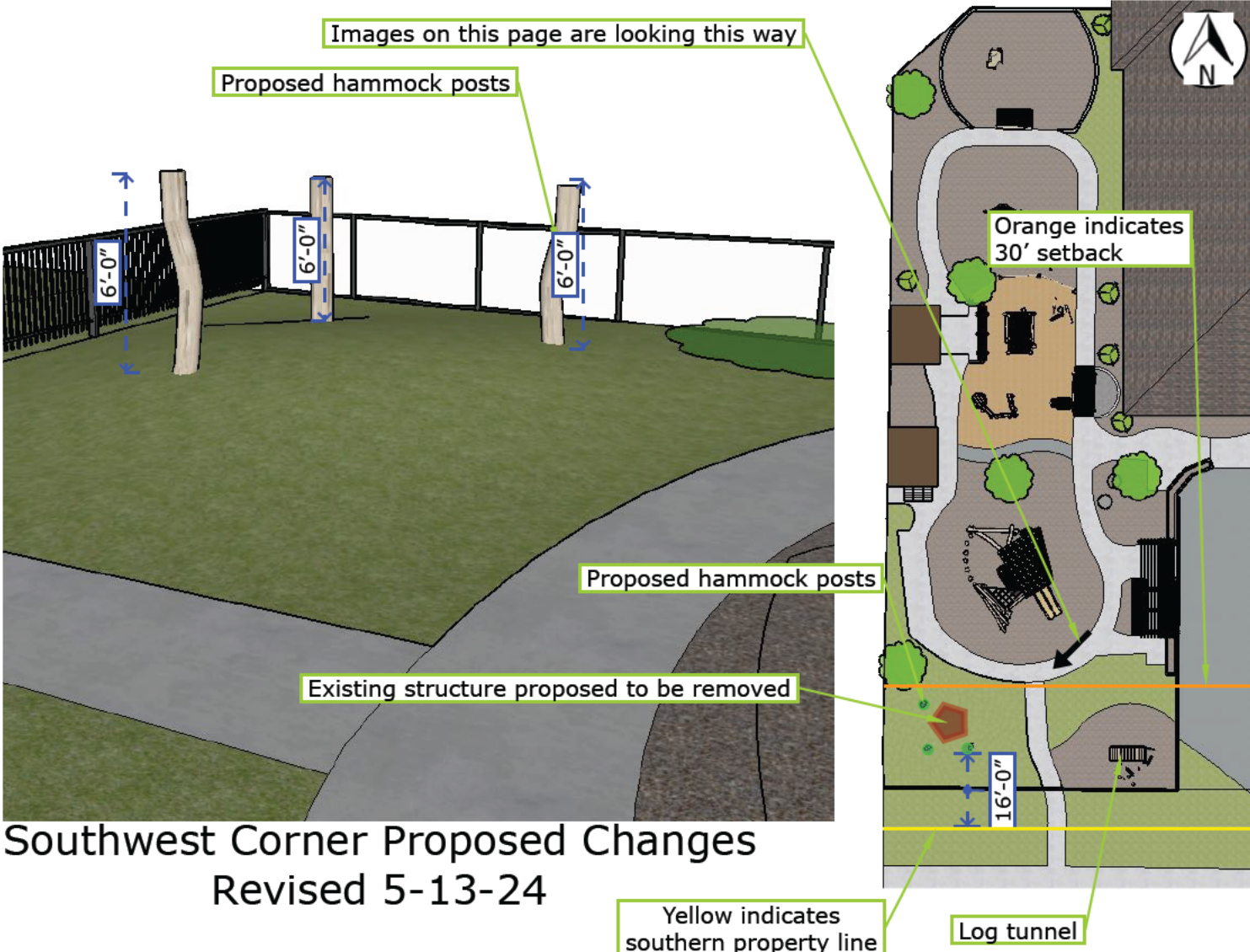


Log Tunnel Detail



Southwest Corner Existing Conditions

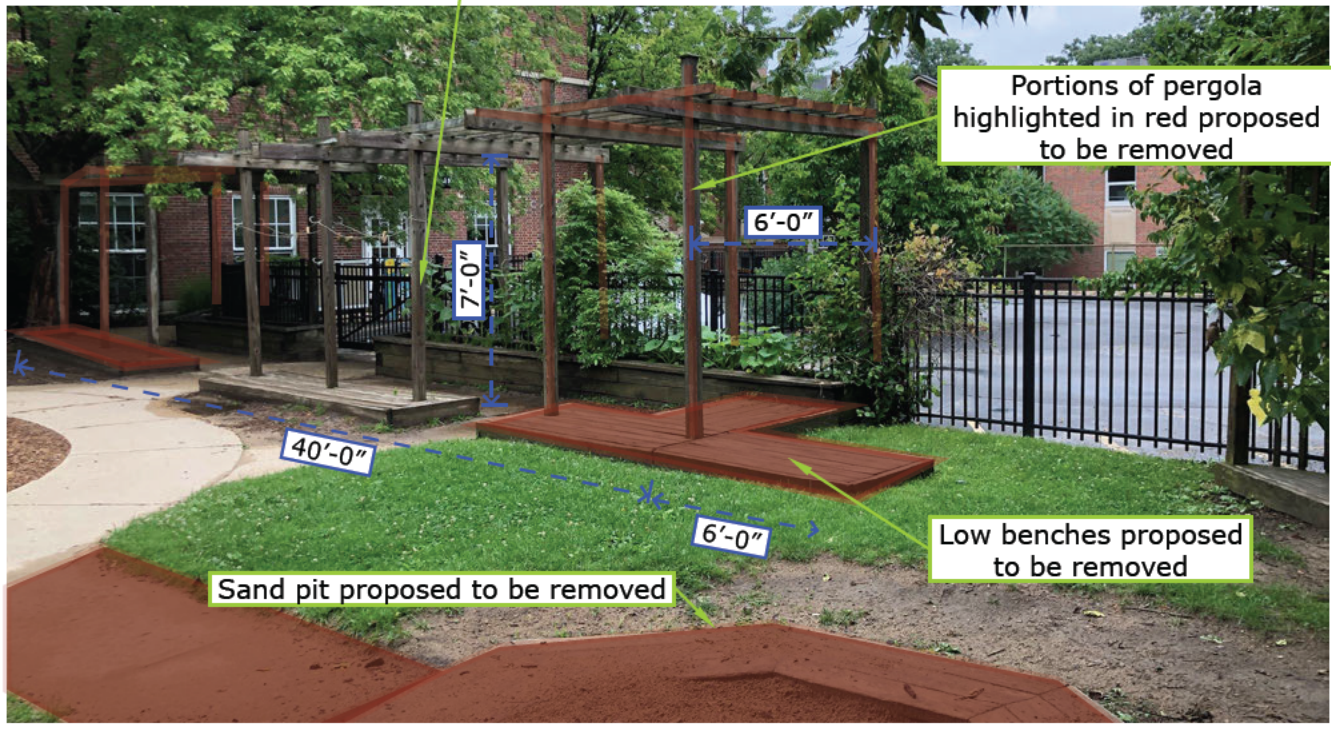
Image shows existing site. Red shows what we propose to remove



Southwest Corner Proposed Changes Revised 5-13-24

Section of pergola proposed to remain

Portions of pergola highlighted in red proposed to be removed

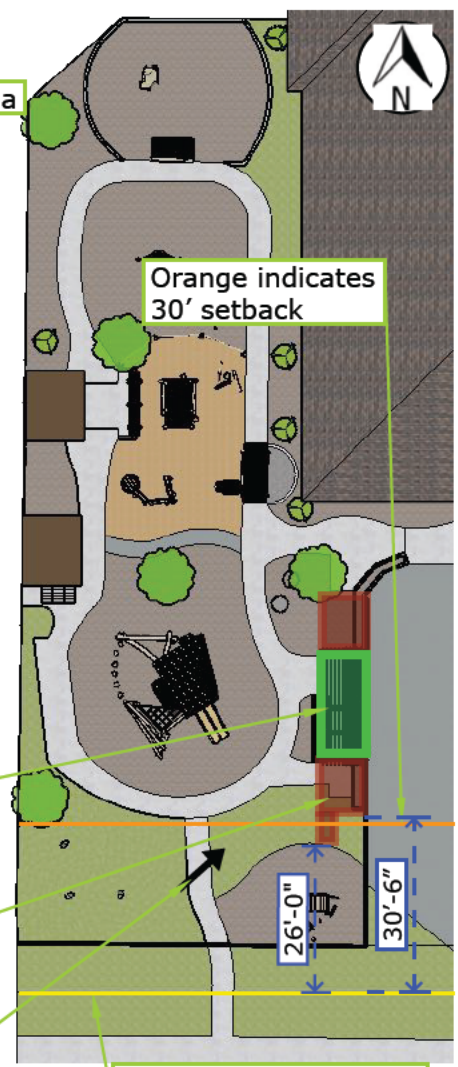
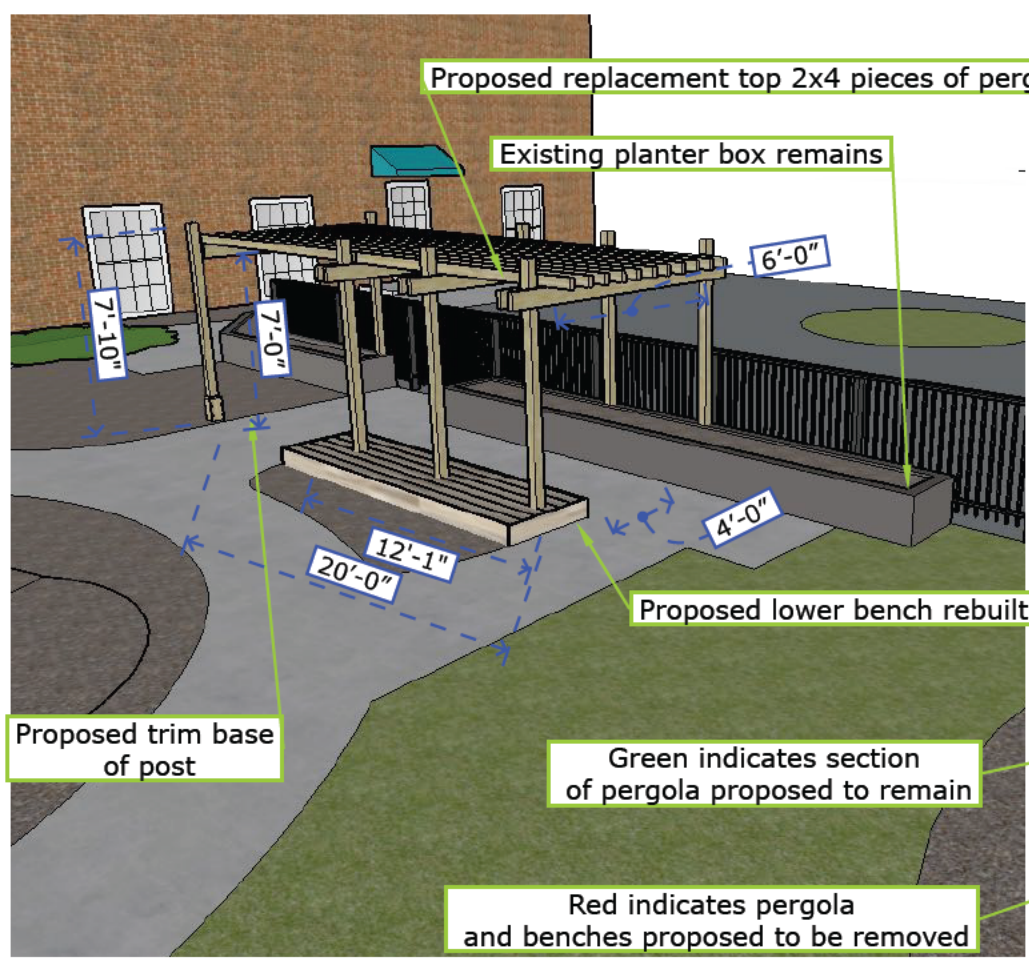


Sand pit proposed to be removed

Low benches proposed to be removed

Southeast Pergola Corner Existing Conditions

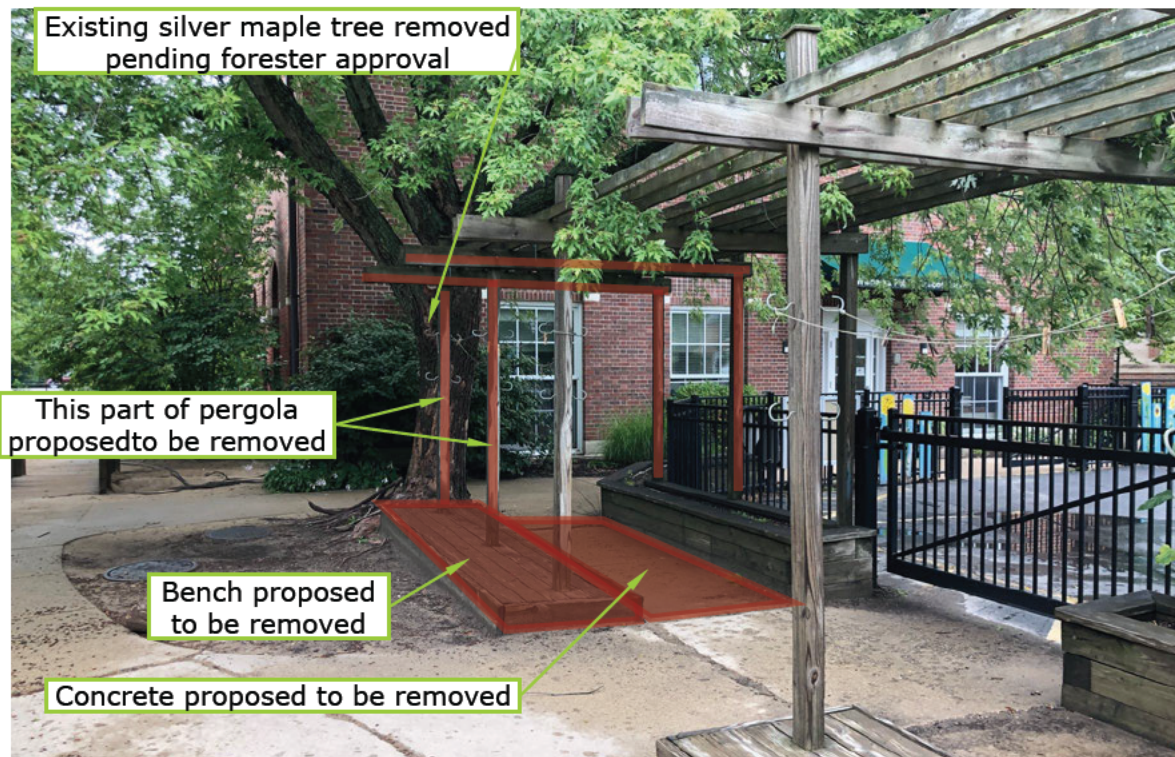
Image shows existing site. Red shows what we propose to remove



Southeast Pergola Proposed Changes

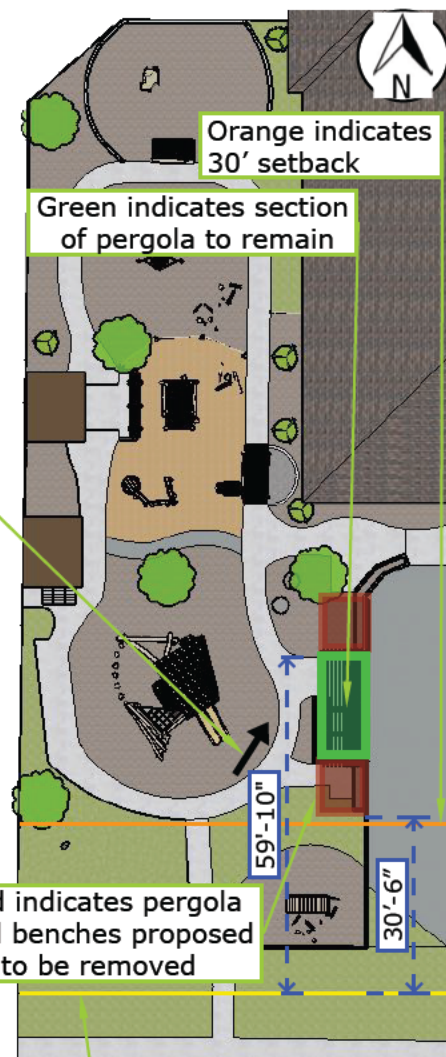
Images on this page are looking this way

Yellow indicates southern property line



Southeast Pergola Corner Existing Conditions 2

Image shows existing site. Red shows what we propose to remove

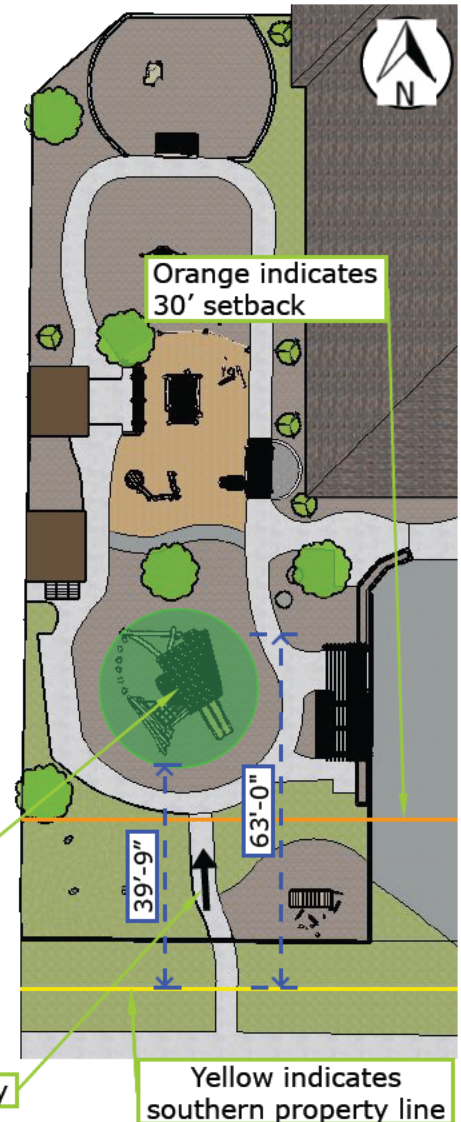


Southeast Pergola Proposed Changes 2



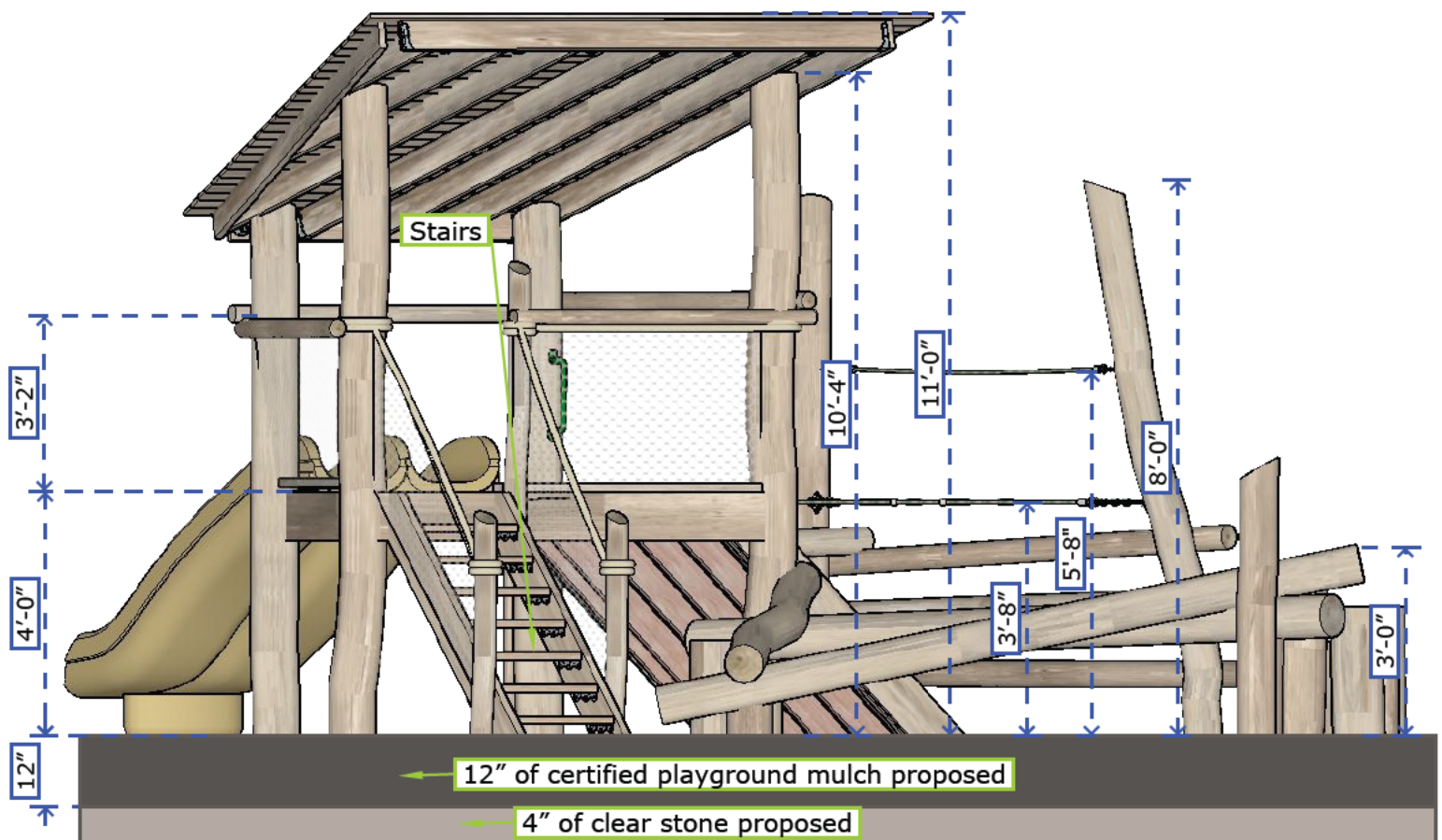
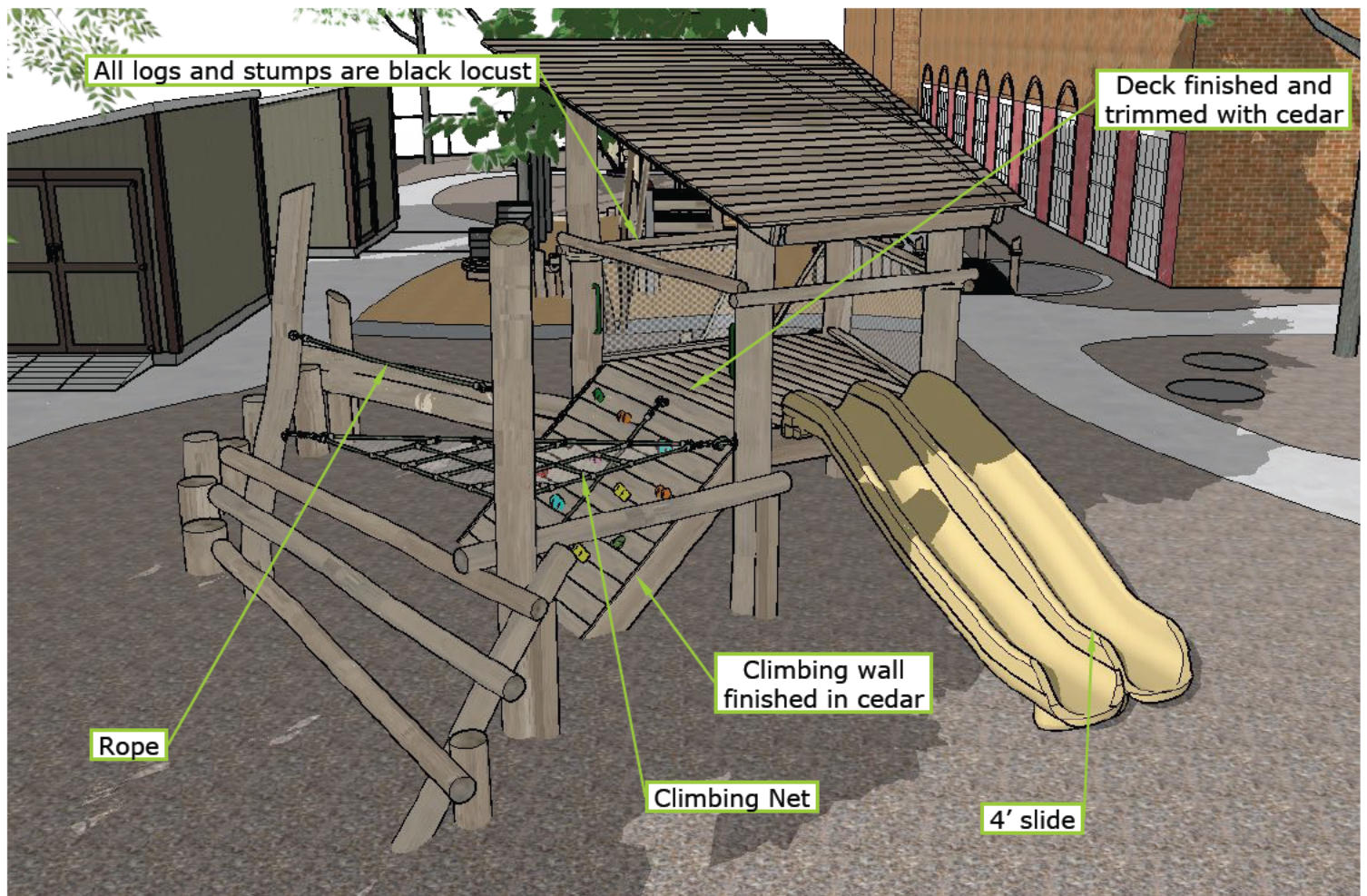
Climbing Structure Existing Conditions

Image shows existing site. Red shows what we propose to remove

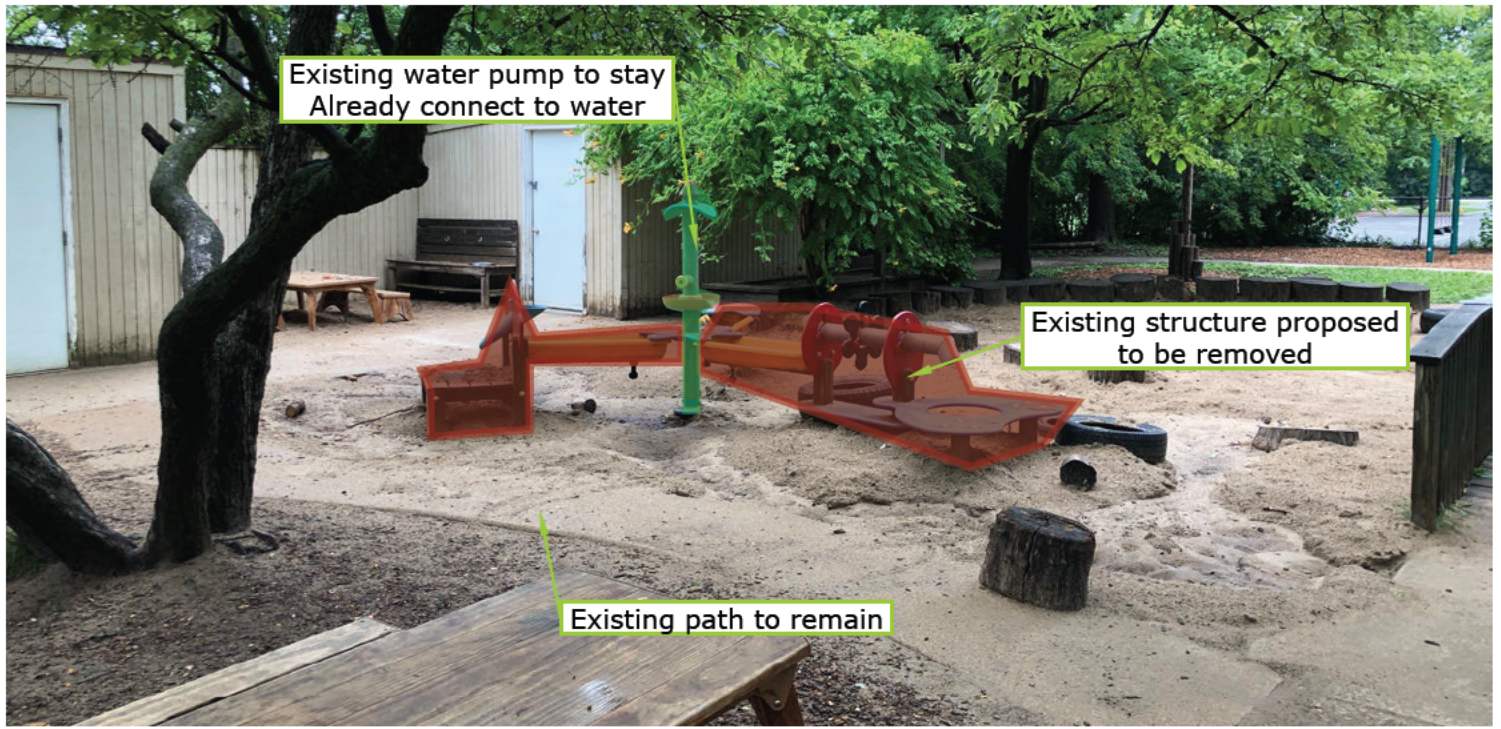


Climbing Structure Proposed Changes

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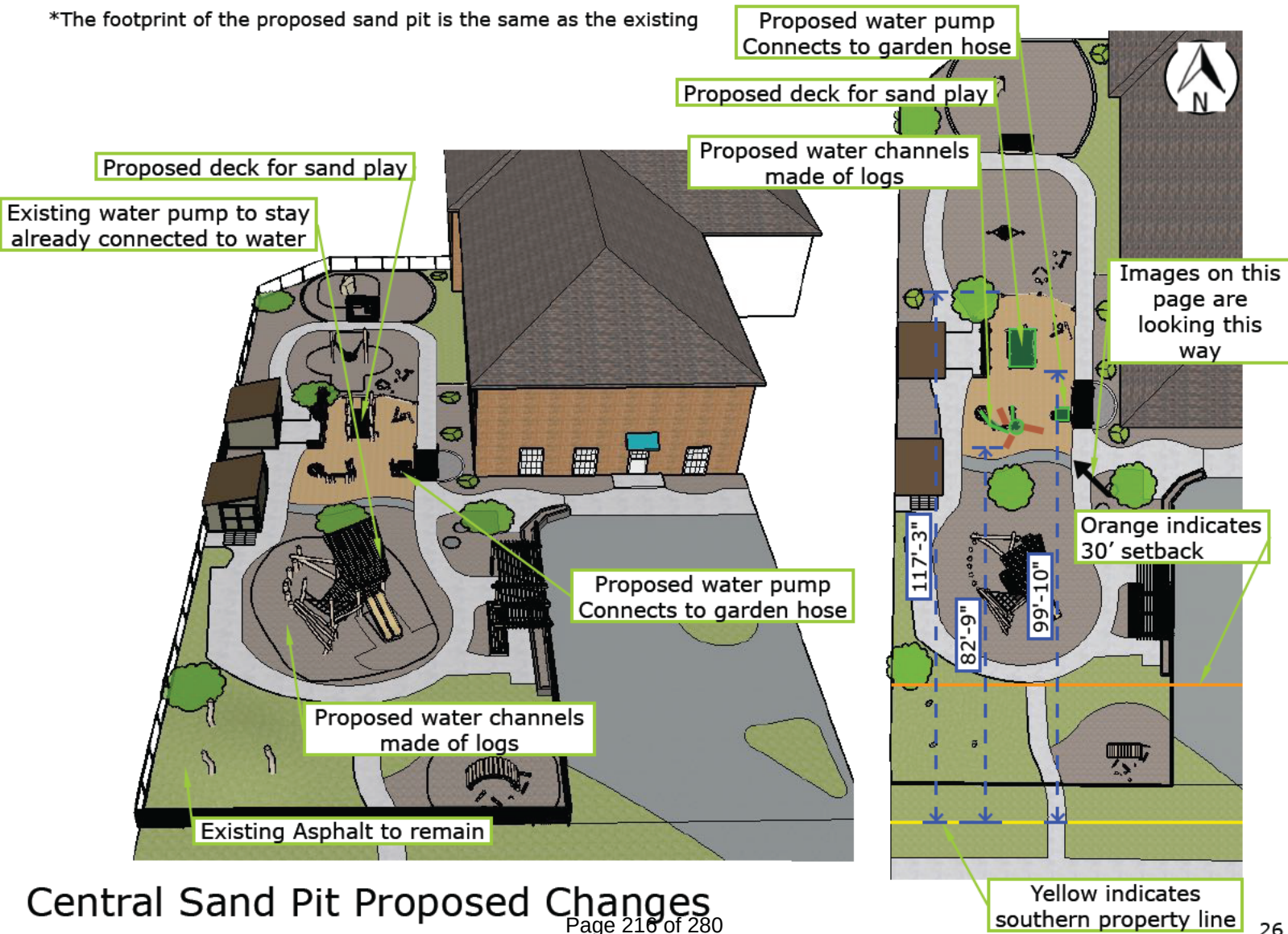
Proposed New Climbing Structure Revised 5-13-24



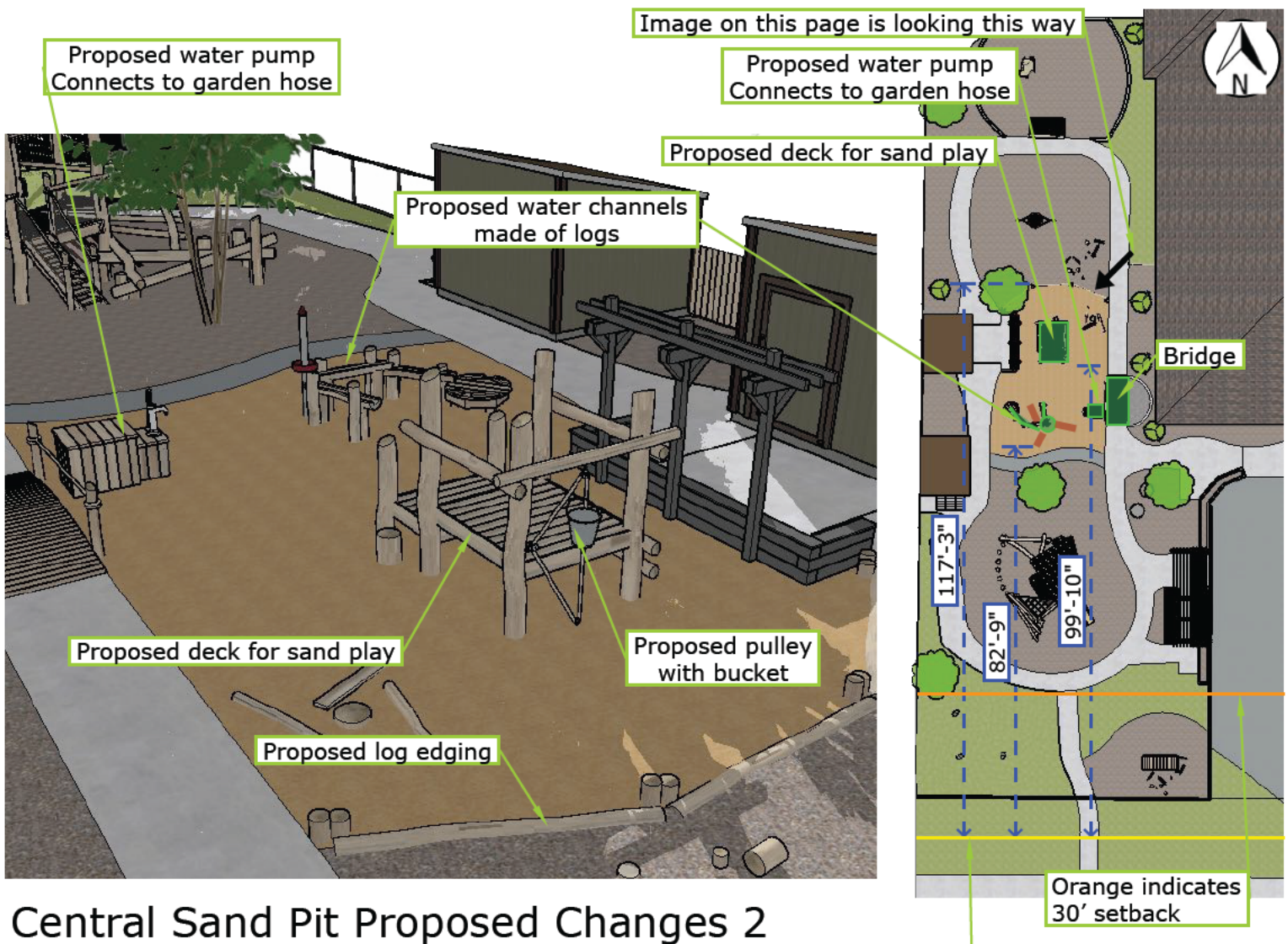
Central Sand Pit Existing Conditions

Image shows existing site. Red shows what we propose to remove

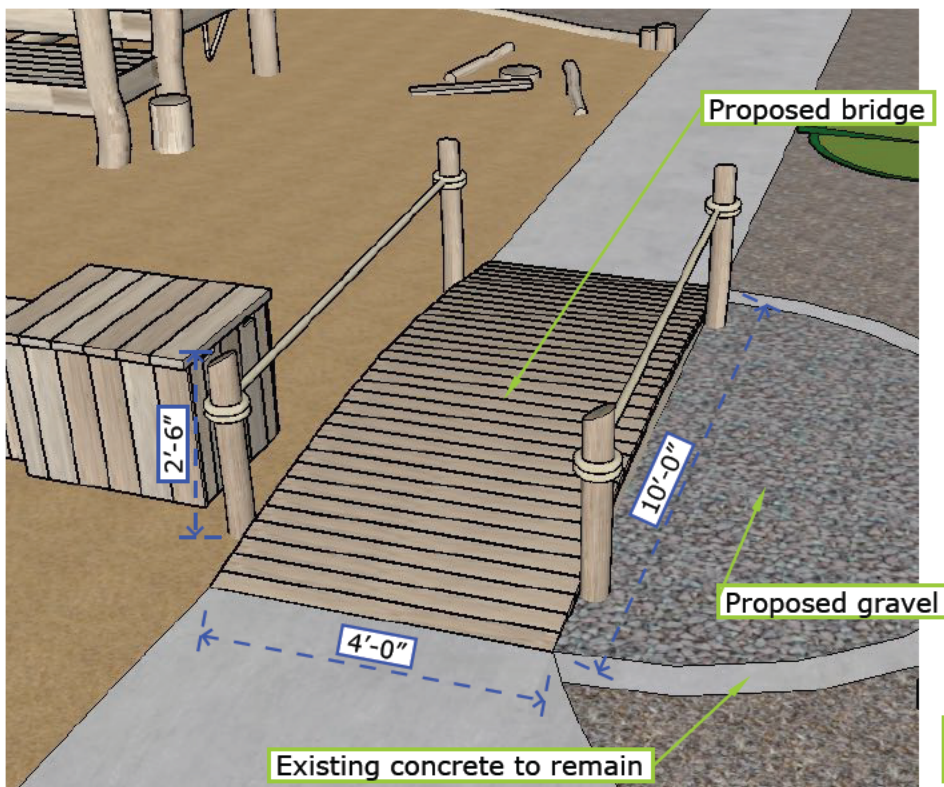
*The footprint of the proposed sand pit is the same as the existing



Central Sand Pit Proposed Changes



Central Sand Pit Proposed Changes 2



Bridge Proposed Changes



Existing structure to be removed



New Swing Area Existing Conditions

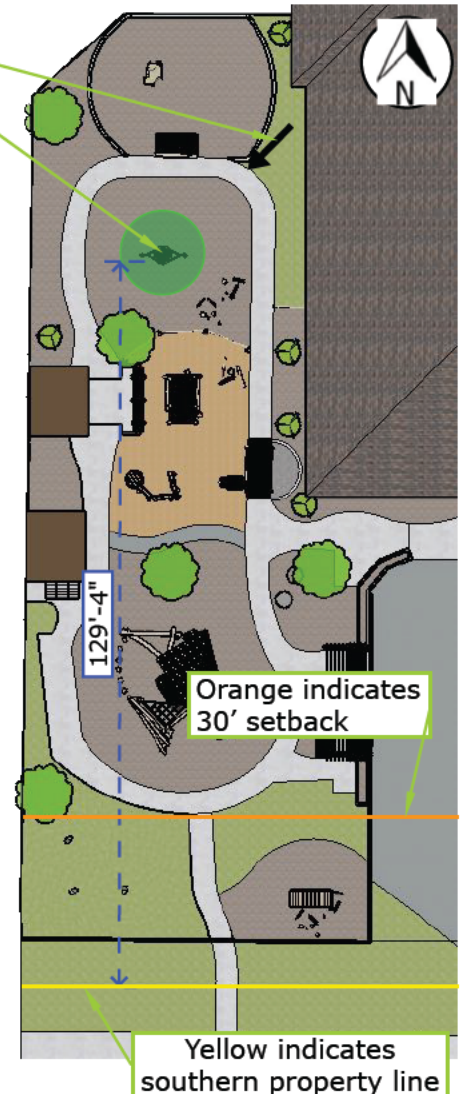
Image shows existing site. Red shows what we propose to remove



Images on this page are looking this way

Proposed new swing

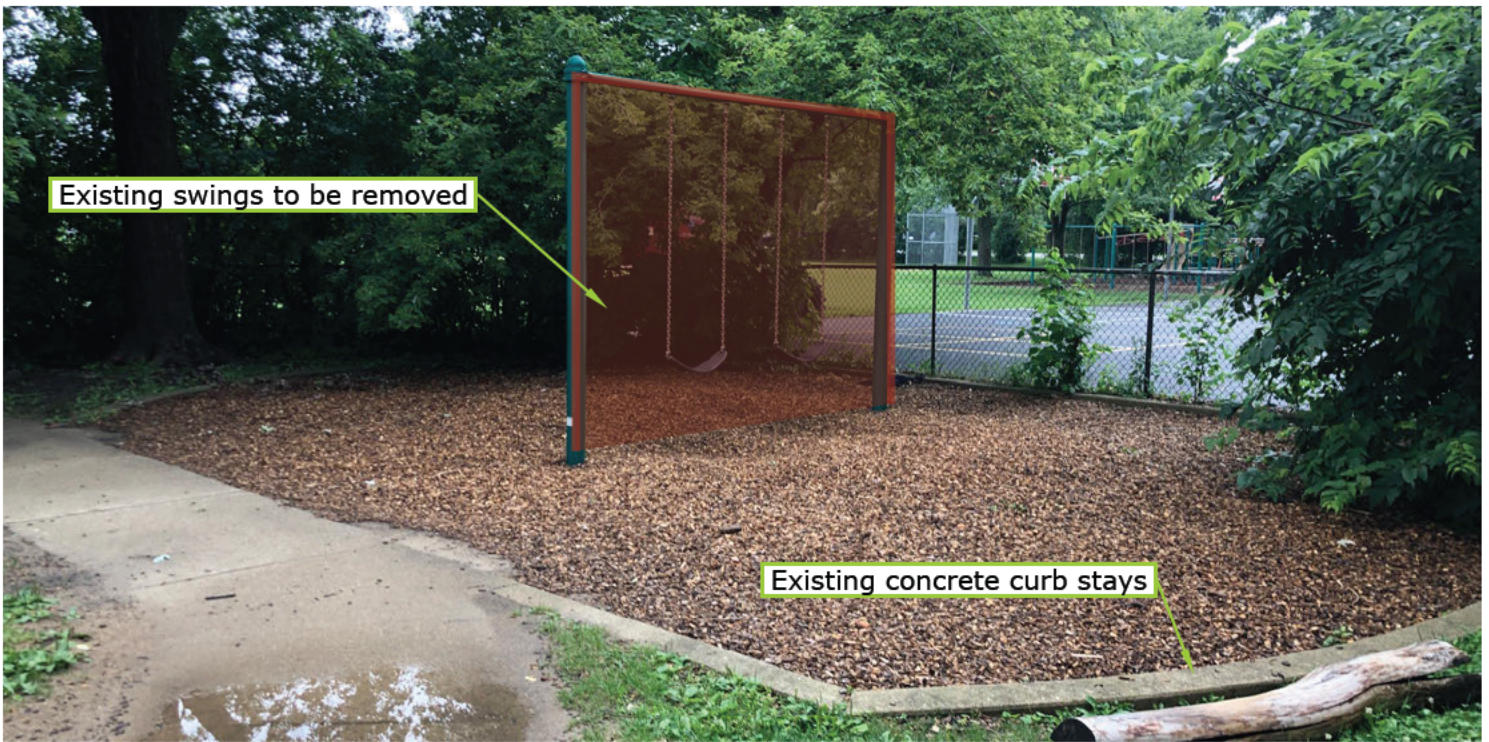
Proposed nest swing



Orange indicates 30' setback

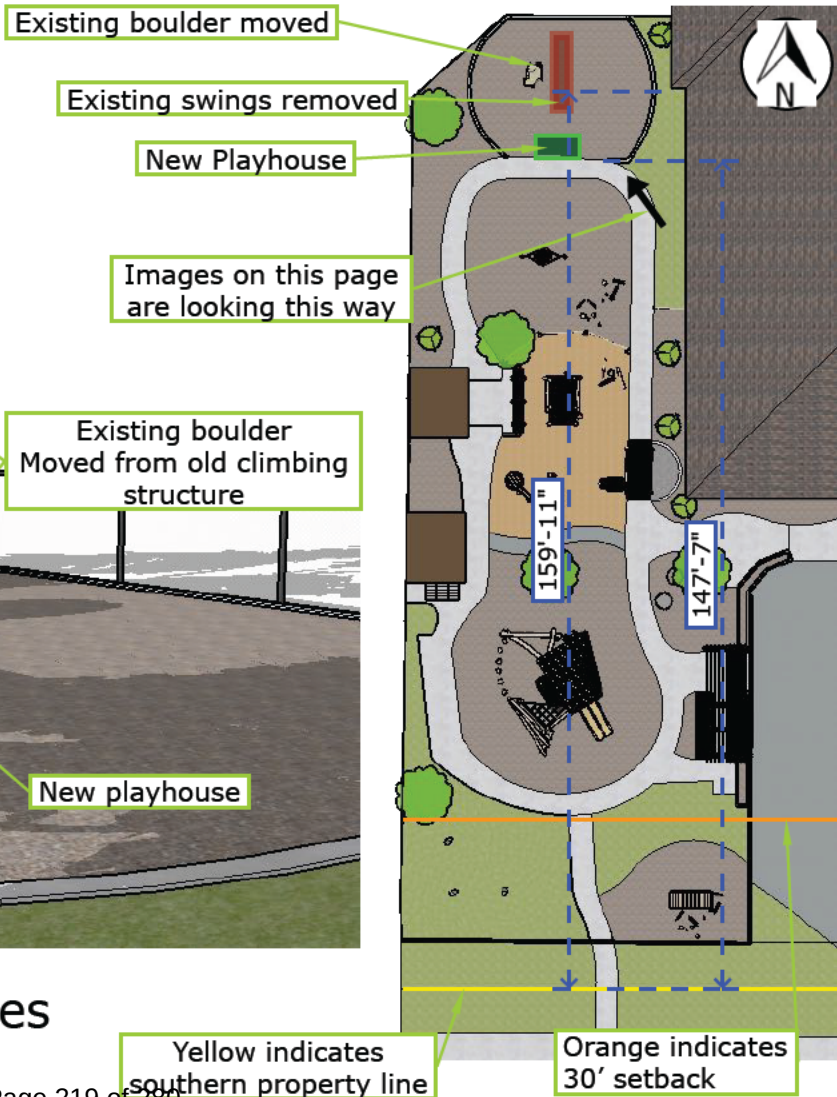
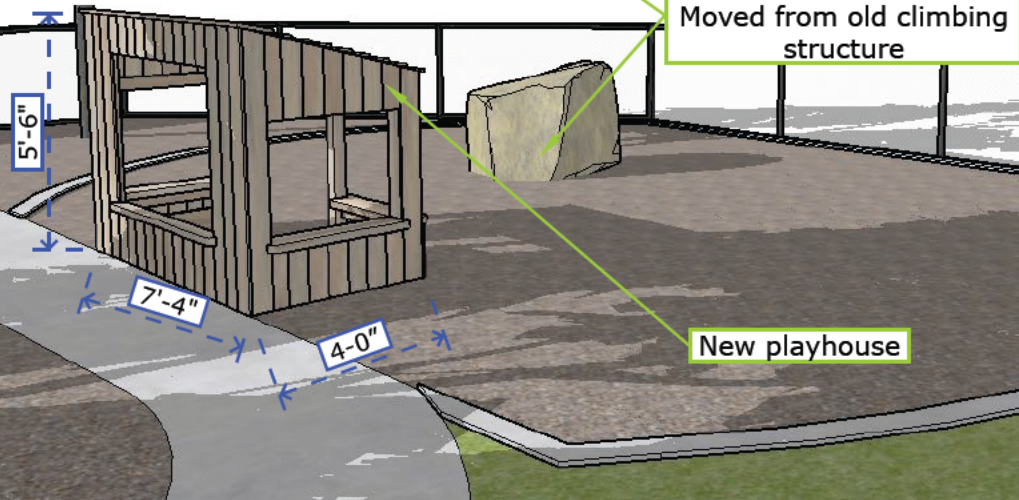
Yellow indicates southern property line

New Swing Area Proposed Changes



North Area Existing Conditions

Image shows existing site. Red shows what we propose to remove

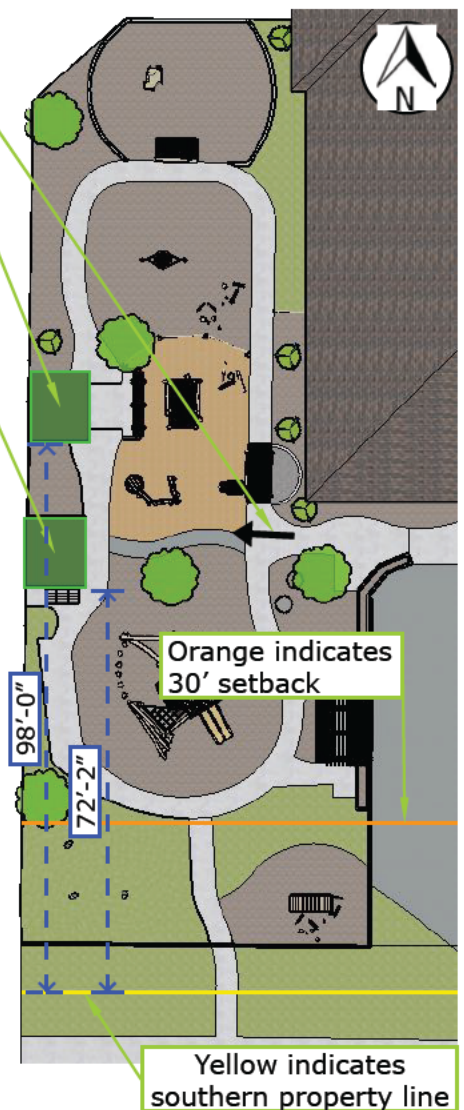
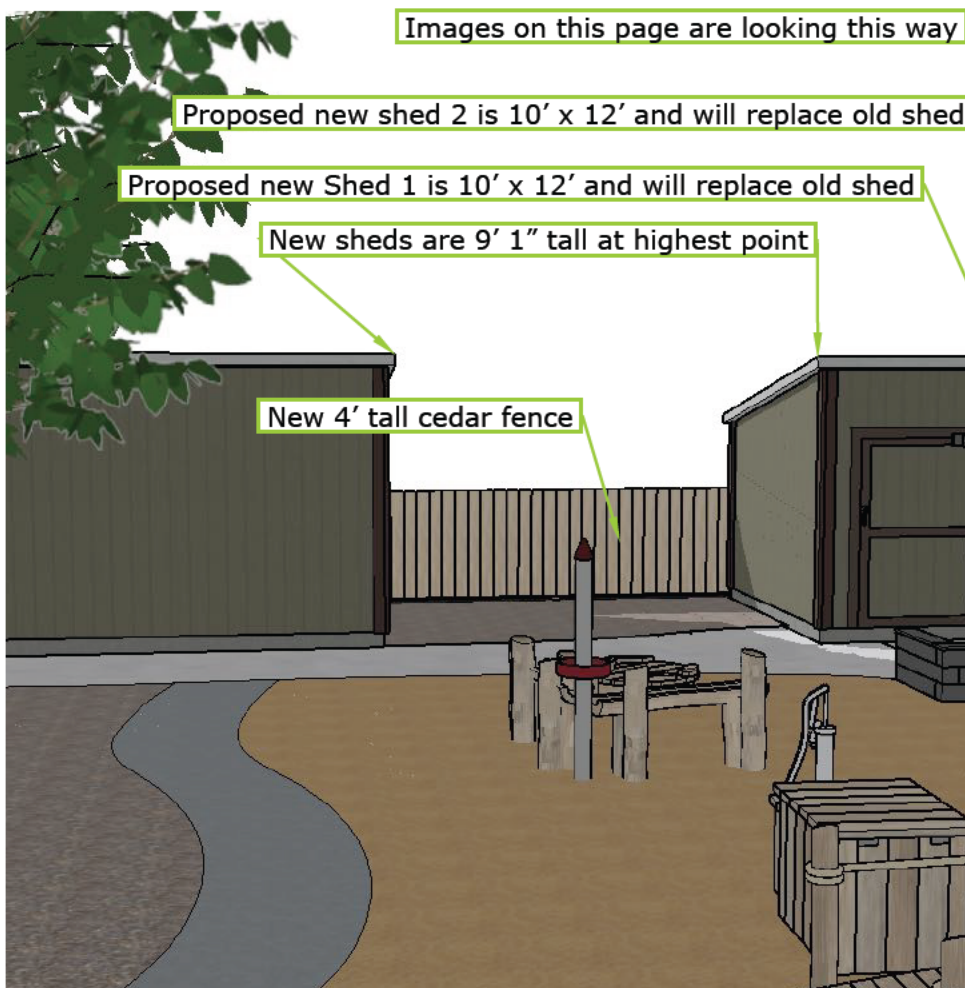


North Area Proposed Changes

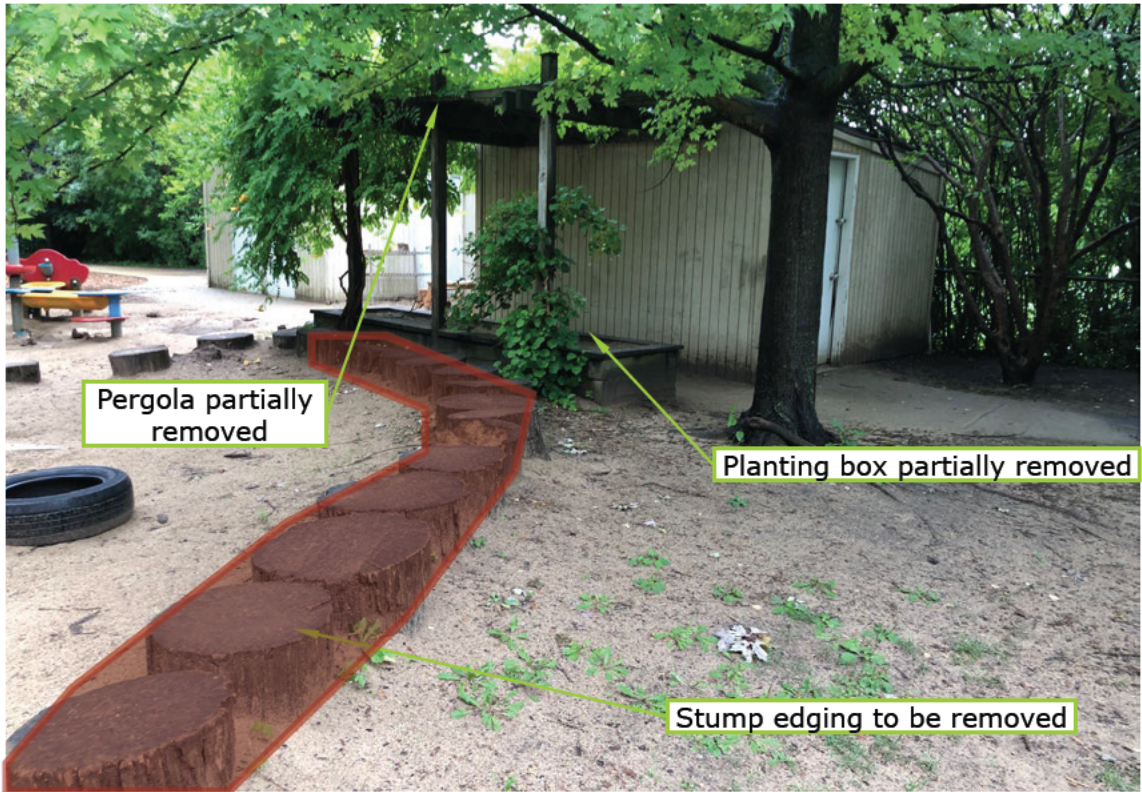


Shed Existing Conditions

Image shows existing site. Red shows what we propose to remove

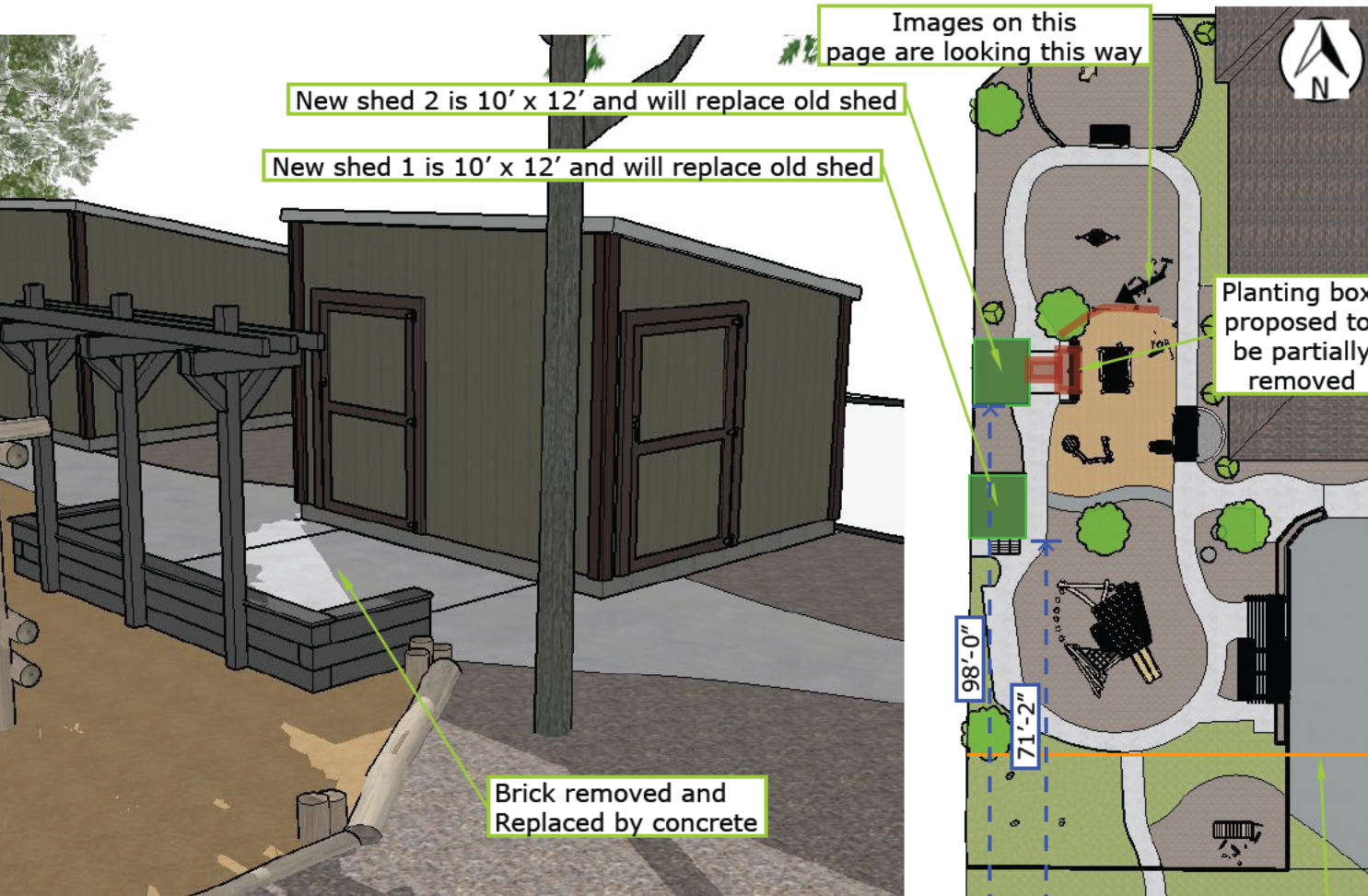


Shed Proposed Changes



Shed Existing Conditions 2

Image shows existing site. Red shows what we propose to remove



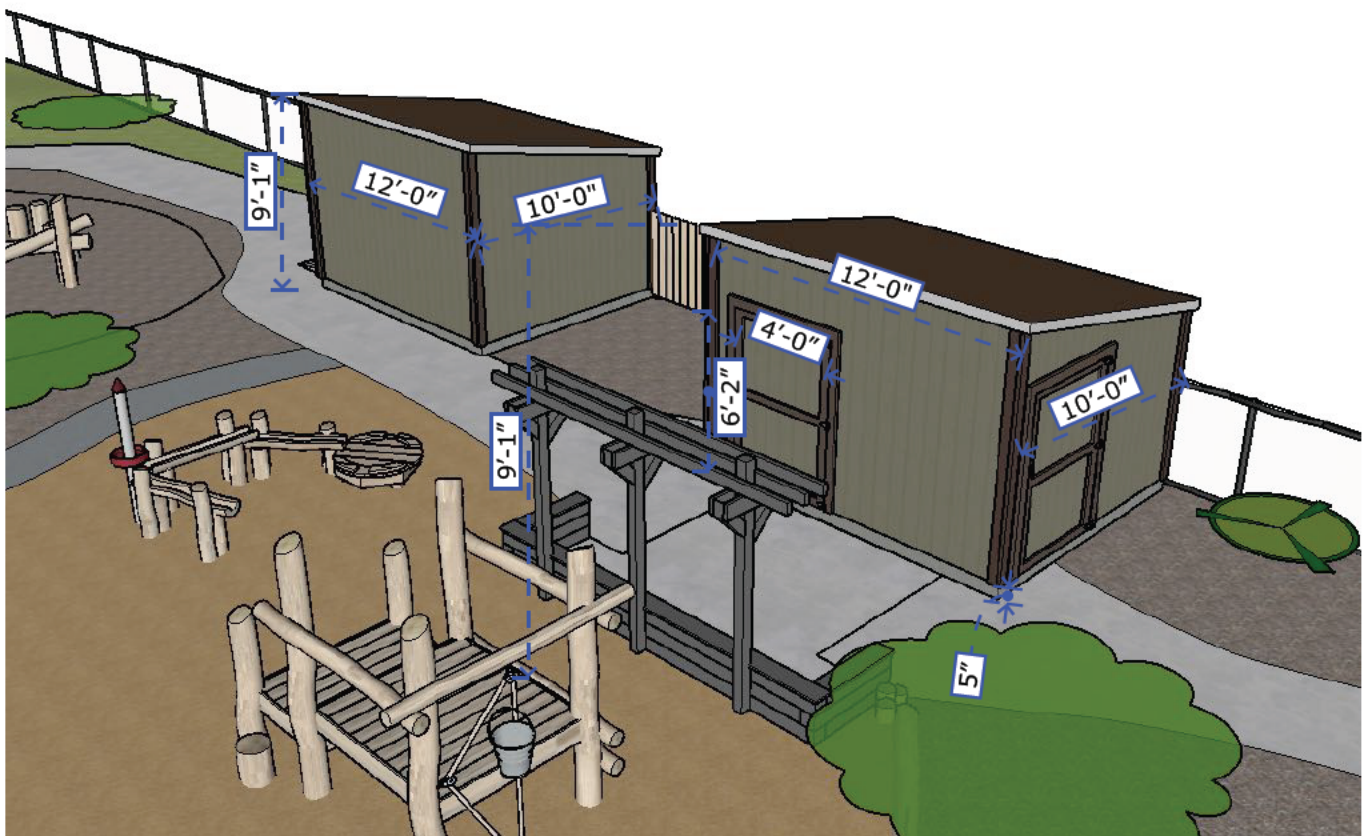
Shed Proposed Changes 2

Yellow indicates southern property line

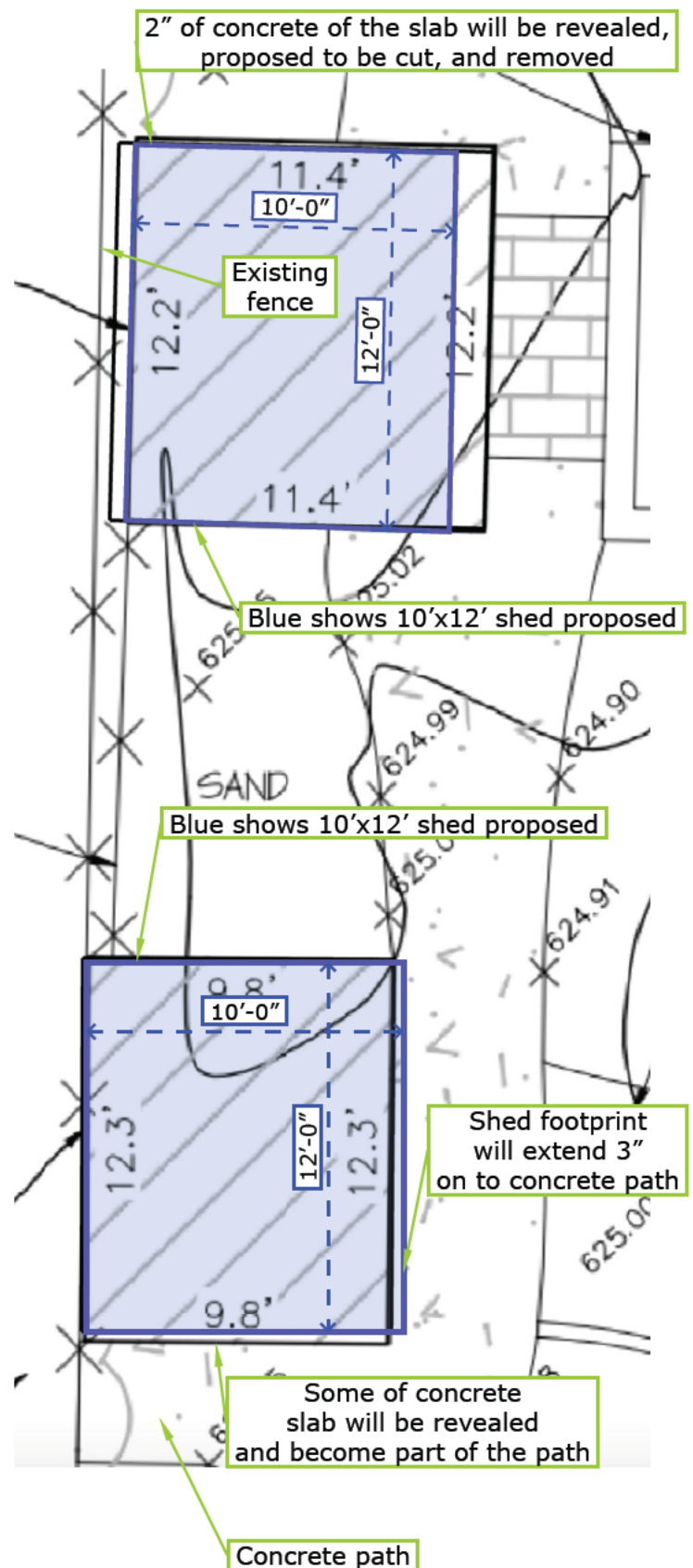
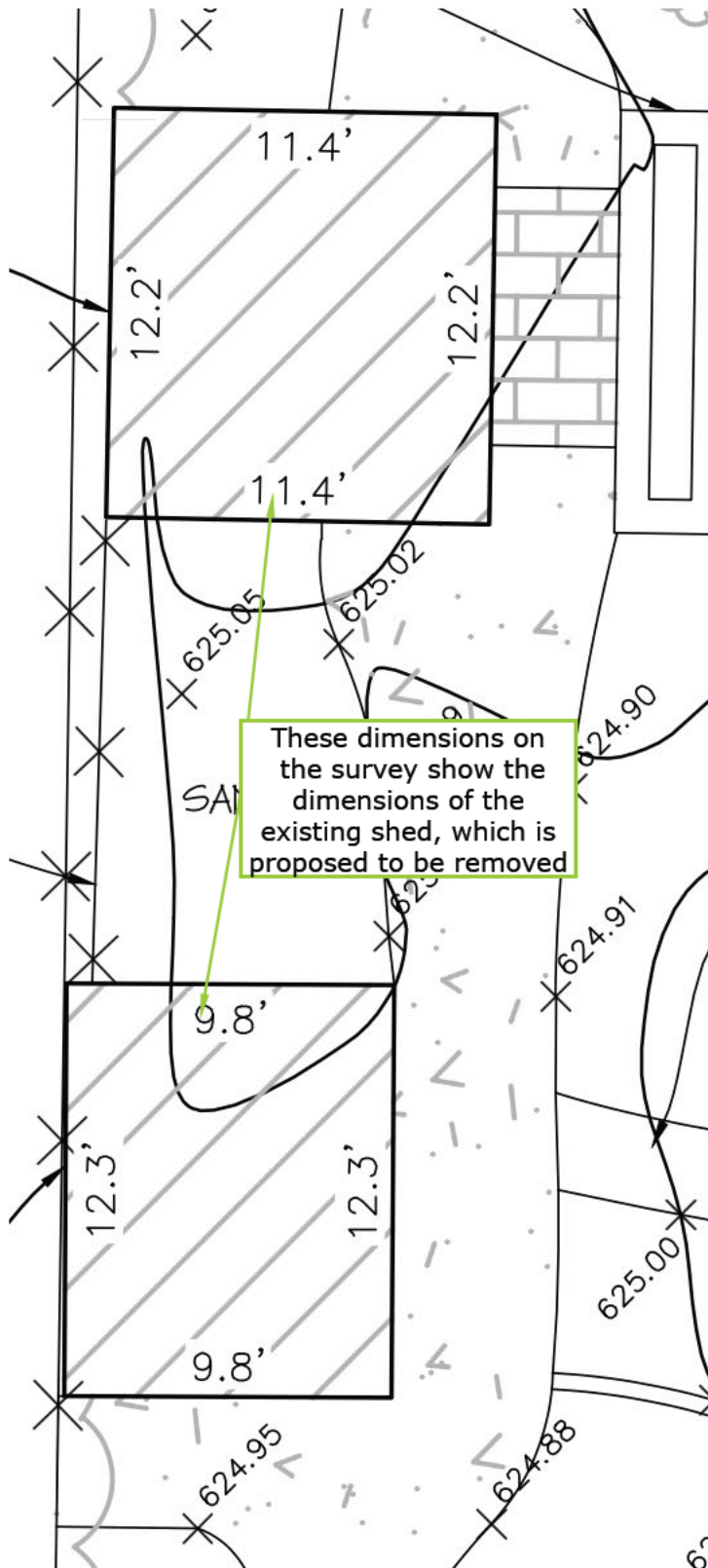
Orange indicates 30' setback



Shed Proposed Changes 3



Shed Proposed Changes 3



*Reference survey as needed

Shed Proposed Changes Plan View



Brick proposed to be removed
Replaced with concrete

Planter box proposed
to be partially removed

Images on this
page are looking this way

Surfacing Near Shed Existing Conditions

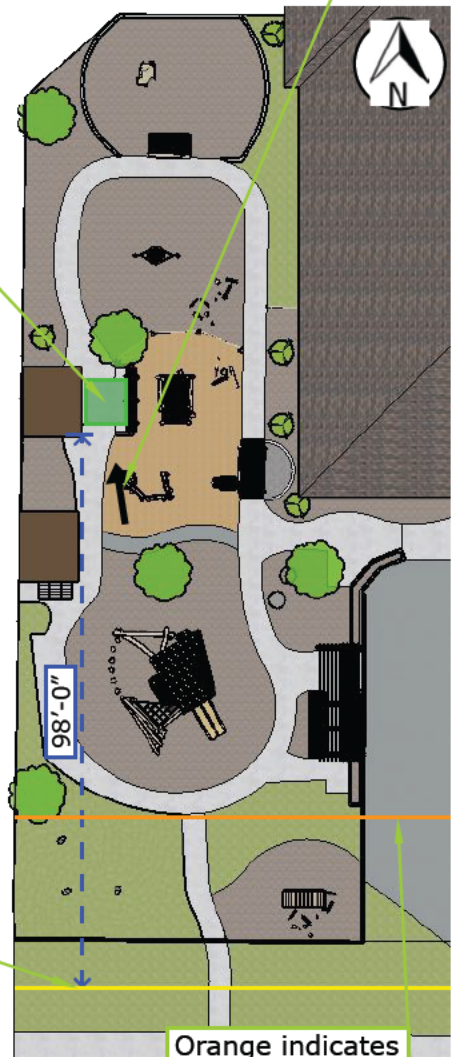
Part of existing pergola to remain

New concrete

New concrete

Part of existing planting bed
To remain

Yellow indicates
southern property line



Orange indicates
30' setback

Surfacing Near Shed Proposed Changes

EXHIBIT C
UNCONDITIONAL AGREEMENT AND CONSENT

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

WHEREAS, the Board of Education of Winnetka Public School District No. 36 ("***School District***") is the record title owner of the property commonly known as 1155 Oak Street, Winnetka, Illinois, and legally described in **Exhibit A** attached to and, by this reference, made a part of this Ordinance ("***Subject Property***"); and

WHEREAS, the Subject Property is part of a larger portion of property on which the Carleton Washburne School and the Skokie School are located, both of which are operated by the School District; and

WHEREAS, the School District leases the Subject Property to the Winnetka Public School Nursery ("***Applicant***"); and

WHEREAS, the Applicant operates a pre-school at the Subject Property ("***Pre-School***"); and

WHEREAS, the Applicant proposes to construct improvements to the Pre-School playground located on the Subject Property ("***Proposed Improvements***"); and

WHEREAS, Ordinance No. M-09-2024, adopted by the Village Council on _____, 2024 ("***Ordinance***"), grants to the Applicant variations from the provisions of the Winnetka Zoning Ordinance, an amendment to a special use permit, and a Certificate of Appropriateness to permit the construction of the Proposed Improvements on the Subject Property (collectively, the "***Requested Relief***"); and

WHEREAS, Section 9 of the Ordinance provides, among other things, that the Ordinance will be of no force or effect unless and until the Applicant and School District have filed, within 60 days following the passage of the Ordinance, its unconditional agreement and consent to accept and abide by each and all of the terms, conditions, and limitations set forth in the Ordinance;

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

1. The Applicant and School District hereby unconditionally agree to accept, consent to, and abide by each and all of the terms, conditions, limitations, restrictions, and provisions of the Ordinance.
2. The Applicant and School District 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. The Applicant and School District 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 the Requested Relief for the Subject Property or its adoption of the Ordinance, and that the Village's approvals do not, and will not, in any way, be deemed to insure the Applicant and School District against damage or injury of any kind and at any time.

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

5. The Applicant and School District 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:

WINNETKA PUBLIC SCHOOL NURSERY

By: _____
Its: _____

By: _____
Its: _____

ATTEST:

**BOARD OF EDUCATION OF WINNETKA
SCHOOL DISTRICT NO. 36**

By: _____
Its: _____

By: _____
Its: _____



MEMORANDUM VILLAGE OF WINNETKA

COMMUNITY DEVELOPMENT DEPARTMENT

TO: ZONING BOARD OF APPEALS
FROM: ANN KLAASSEN, ASSISTANT DIRECTOR
DATE: JUNE 6, 2024
SUBJECT: WINNETKA PUBLIC SCHOOL NURSERY - 1155 OAK STREET
SPECIAL USE PERMIT & VARIATIONS (CASE NO. 24-13-SU)

INTRODUCTION

On June 10, 2024, the Zoning Board of Appeals is scheduled to hold a public hearing on an application submitted by Winnetka Public School Nursery (the "Applicant"), as the lessee of a portion of the property on which Carleton Washburne School and The Skokie School are located (the "Subject Property") and which portion has the address of 1155 Oak Street. The Subject Property is owned by the Board of Education of Winnetka Elementary School District 36 (the "Owner"), and it has authorized the application. The Applicant is proposing improvements to its existing playground located on the Subject Property and requests approval of the following relief:

1. Approval of an amendment to an existing ordinance granting a **Special Use Permit** and Variations that allowed construction of an addition to Carleton Washburne School on the Subject Property; and
2. Approval of the following **zoning variations**:
 - a. **Roofed Lot Coverage (RLC)** of 147,079.44 square feet, whereas a maximum of 133,377.75 square feet is permitted, a variation of 13,701.69 square feet (10.27%) [Section 17.30.030 – Intensity of Use of Lot] [Note: The entire site currently contains 147,047.74 square feet of RLC. The proposed improvements would add 31.7 square feet];
 - b. **Front Yard Setback (Oak Street)** of 14.25 feet, whereas a minimum of 30 feet is required, a variation of 15.75 feet (52.5%) [Section 17.30.050 – Front and Corner Yard Setbacks] [Note: The existing play equipment currently provides a front yard setback of 10.8 feet]; and
 - c. **Shed Height** of 9.08 feet, whereas a maximum height of 7 feet is permitted, a variation of 2.08 feet (29.71%) [Section 17.30.080 – Height of Buildings and Structures] [Note: The existing sheds are approximately 9.25 feet in height].

As will be discussed later in this report, the Applicant also submitted an application for a Certificate of Appropriateness, which was considered by the Design Review Board (DRB) on May 16, 2024. By a vote of 7-0, the DRB recommended approval. The Plan Commission considered the special use permit on May 22, 2024. By a vote of 5-0, the Commission recommended approval.

A sign has been posted on the Subject Property indicating the time and date of the ZBA public hearing. A mail notice has been sent to property owners within 250 feet of the Subject Property, in compliance with Zoning Ordinance. The hearing was also properly noticed in the *Winnetka Talk* on May 23, 2024. As of

the date of this memo, staff has not received any written comment from the public regarding this application.

The Village Council has final jurisdiction on this request as only the Council has the authority to (i) grant or amend a Special Use Permit; and (ii) grant any variation that is related in any way to a special use.

PROPERTY DESCRIPTION

The Subject Property, which is approximately 12.25 acres (533,511 square feet) in size, is located on the north side of Oak Street between Glendale Avenue and Hibbard Road and contains Winnetka Public School Nursery, The Skokie School, and Carleton Washburne School (see Figure 1). The Subject Property has four front yards, with street frontage along Elm Street to the north, Oak Street to the south, Glendale Avenue to the east, and Hibbard Road to the west. The Applicant occupies a portion of The Skokie School and has a playground measuring approximately 10,000 square feet on the west side of the school building.

The Comprehensive Plan designates the Subject Property as appropriate for “Institutional (Religious Institution, School, Governmental & Other Facilities)” uses. The property is zoned R-4 Single Family Residential, and it is bordered by R-4 Single Family Residential to the north, R-5 Single Family Residential to the south, and R-2 Single Family Residential to the north and west (see Figure 2).

In addition to single-family residential uses, the R-4 District allows a limited range of additional uses by Special Use Permit. Allowed Special Uses in the R-4 District include (a) church or temple; (b) public school, elementary and high, or private school having a curriculum equivalent to a public elementary school, public high school or public institution of higher learning; (c) library; and (d) pre-school or pre-kindergarten.

The Applicant’s use of the Subject Property as a pre-school is generally consistent with the Comprehensive Plan land use designation and the R-4 zoning district.

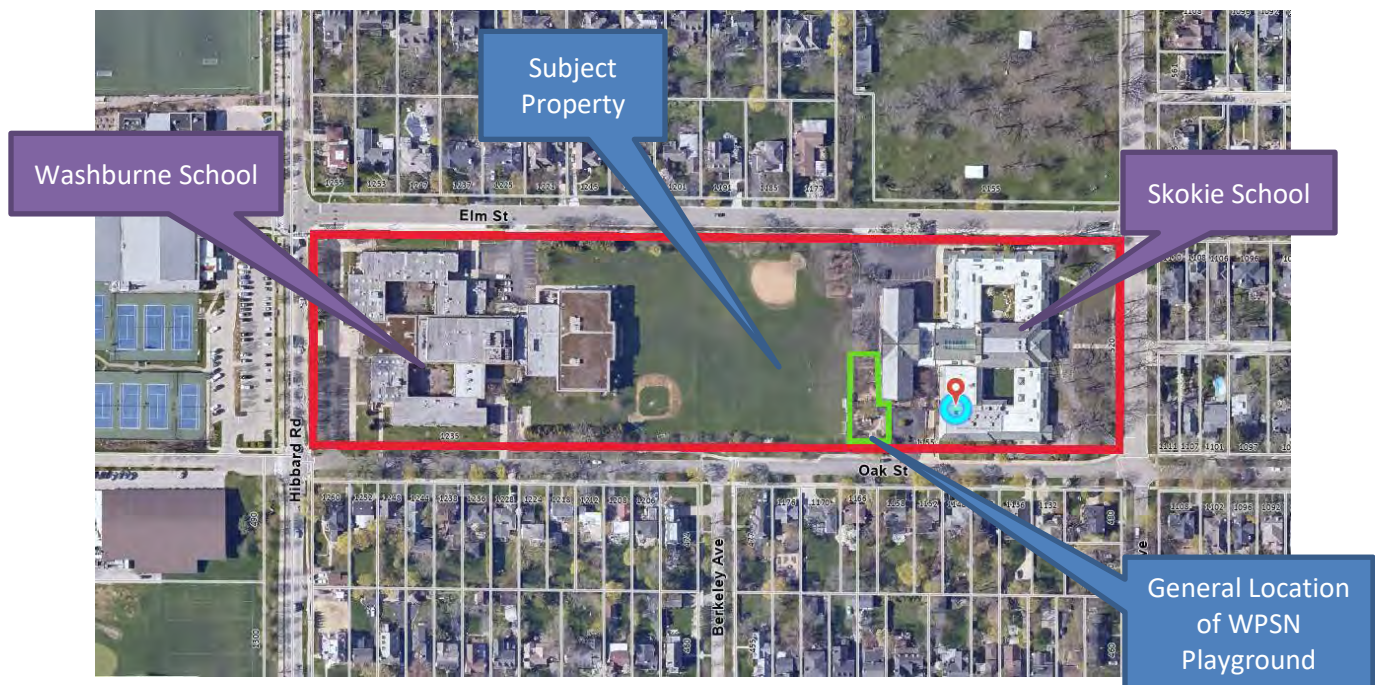


Figure 1 – Aerial Map

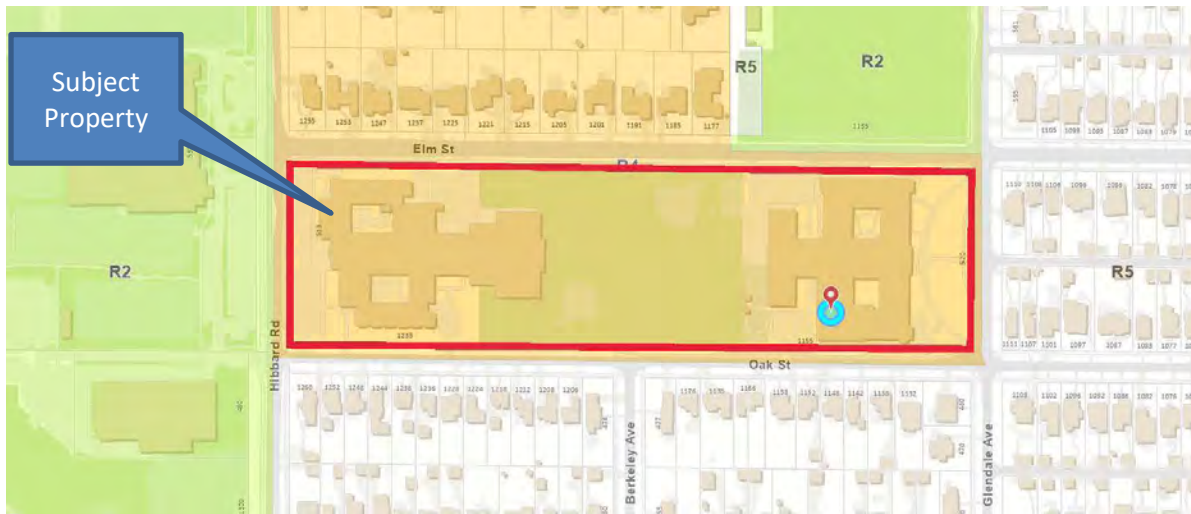


Figure 2 – Zoning Map

PROPERTY HISTORY AND PREVIOUS ZONING APPLICATIONS

Winnetka Public School Nursery (WPSN) was founded in 1927 by Dr. Carleton Washburne and Rose Alschuler, a national leader in nursery school education and founding member of the National Association for the Education of Young Children. With the exception of the 1980's when the school temporarily moved to Crow Island Elementary School due to an increasing student population, WPSN has operated out of The Skokie School.

In addition to zoning cases for the Subject Property specifically for District 36 uses, there is one previous zoning case specifically identified for WPSN. Ordinance M-21-2000 was adopted in September 2000 by the Village Council, granting variations to allow the construction of two replacement sheds in the outdoor play area of the WPSN. The approved variations were for (a) gross floor area; and (b) maximum permitted building height for a shed.

Figures 3 through 6 below and on the following page are photos of the site where the improvements are proposed.



Figure 3 – Subject Property – WPSN Playground



Figure 4 – Subject Property – WPSN Playground



Figure 5 – Subject Property – WPSN Playground - Looking North

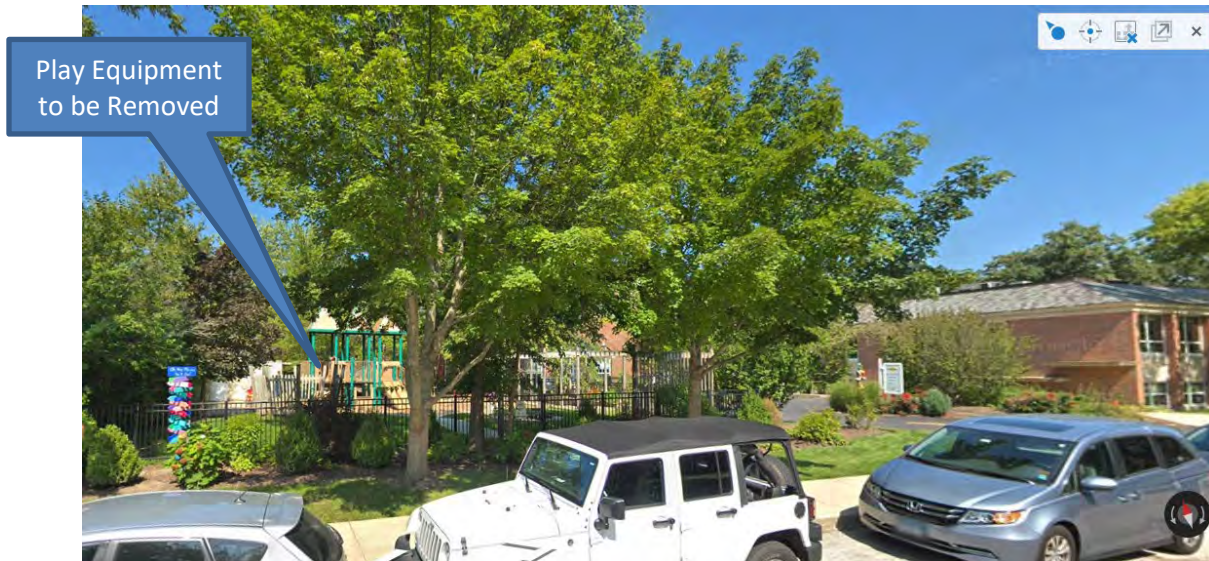


Figure 6 – Subject Property – WPSN Playground

PROPOSED PLAN

The Applicant is proposing improvements to the existing WPSN playground. The layout of the playground will remain essentially the same, with existing play equipment being removed and replaced with new pieces. The existing concrete paths through the play area will remain and the sand and mulch play surfaces will be replaced with new mulch and sand. There are two existing sheds in the play area that are proposed to be removed and replaced in generally the same size and location. The proposed sheds would be 9'-1" in height and be in a brown palette using SmartSiding. A 4' tall cedar fence is proposed between the two sheds. There is also an existing pergola within the play area that the Applicant is proposing to reduce in size, while maintaining the center portion of the pergola.

There are existing play pieces, which provide a setback of 10.8 feet from the south property line, that would be replaced with new equipment in generally the same location that would provide a front yard setback of 14.25 feet from the south property line along Oak Street. The proposed equipment is primarily constructed of Black Locust and includes the following:

- Playhouse
- Hammock poles
- Water & sand play area
- Bench
- Nest Swing
- Log Tunnel
- Bridge
- Log Climber with Roof
- Log edging
- Loose parts

In terms of landscaping, the Applicant is proposing removal of a 20" diameter silver maple. The Village Forester has reviewed the plans and has indicated that removal of the tree will be allowed given its condition related to its constricted root system and outgrowing its space. Replacement with one (3" caliper) large-growing shade tree will be required. The Applicant will need to submit a tree removal permit to receive the necessary approval. The Village Forester also noted that the other trees in the construction zone will require preservation steps to be taken during construction.

In light of questions raised by two Plan Commissioners at its meeting on May 22 concerning the removal of the 20" diameter silver maple and the required 3" caliper replacement, the Village Forester provided the additional explanation regarding the tree removal and required tree replacement:

"Several factors are considered when evaluating a tree removal permit application and potential replacement. These include:

- *Potential design modifications that would allow for tree preservation*
- *Size of tree*
- *Location of tree, especially the area containing the critical root zone*
- *Tree condition*
- *Species*

In the case of the tree in question, the tree is in fair but declining condition. This appears mainly to be the result of its species and location. The area around the tree is constricted and receives a large amount of foot traffic. The tree is already outgrowing its space, and there is little room for further root growth. The crown is declining as a result and the tree is unlikely to thrive into the

future even if construction were not to take place. Given the tree's species, condition and location it is unlikely that it could survive construction impacts, including the cutting of large roots.

All of these factors were taken into account when determining whether or not to approve removal of the tree as part of construction. The amount of replacement is also reduced from a full 20" of replacement to 3" (caliper) as a result of these factors. We are essentially looking to replace the tree with one large-growing shade tree. If the tree had been in better condition or was located in a more favorable growing environment, more inches would be required as replacement. A 3" tree is the largest caliper tree that is commonly available in the area. Such replacement requirements are standard for construction projects in the Village."

The proposed site plan and a perspective of the proposed playground are provided below and on the following pages as Figures 7 and 8. Additional renderings of the proposed equipment, as well as photos of the equipment that is proposed to be removed, are provided in the application materials which are included in this report as **Attachment B**.



Figure 7 – Proposed Site Improvements



Figure 8 – Proposed Playscape Perspective

The Applicant is not proposing hardscape improvements to the play area or play surfaces. The play surfaces will remain primarily as mulch (engineered wood fiber), with a sand play area in the center of the playground. The Village Engineer has reviewed the materials submitted for this application and does not have concerns about the proposed project. He is working with the Applicant's design team to create a plan to help alleviate current standing water issues, in conjunction with the Village's future stormwater project on Oak Street. Figure 9 on the following page represents the Subject Property's proximity to the floodplain; the cyan represents the 100-year floodplain.

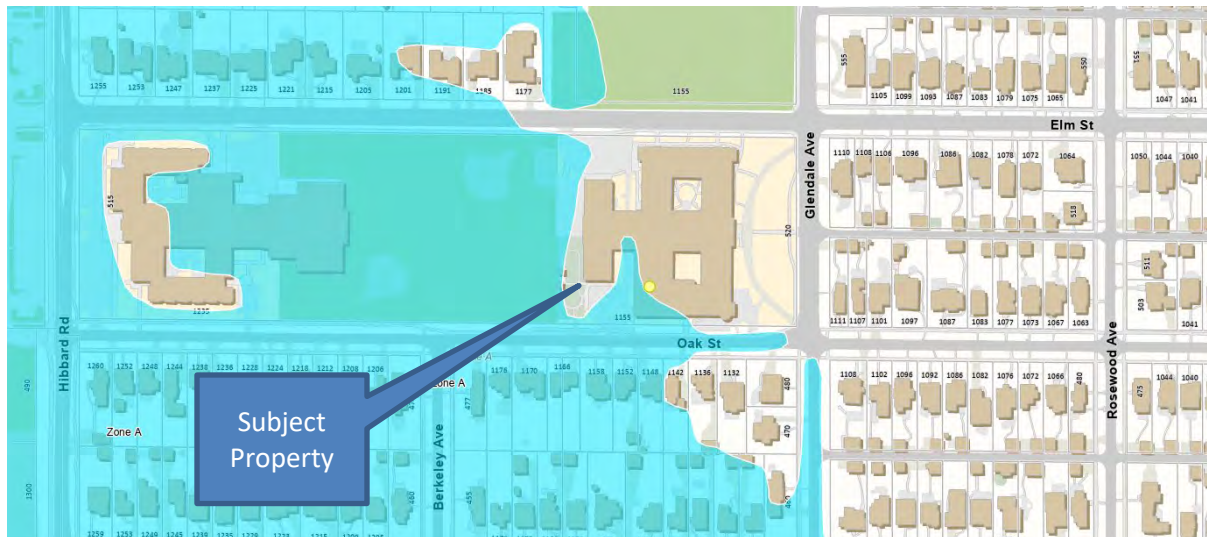


Figure 9 – GIS Floodplain Map

REQUESTED ZONING RELIEF

The attached zoning matrix highlights the existing lot and the proposed improvements' compliance with the R-4 zoning district (**Attachment A**). Three variations are being requested to allow the proposed playground improvements: (1) roofed lot coverage for the Subject Property; (2) front yard setback; and (3) shed height.

Roofed Lot Coverage (RLC). The maximum permitted RLC in the R-4 District is 25% of the lot area. The maximum allowed RLC on the Subject Property is 133,377.75 square feet. The site currently contains 147,047.74 square feet (27.56% of the lot area), exceeding the maximum permitted RLC by 13,669.99 square feet (10.25%). The increase in RLC with the proposed play equipment is 31.7 square feet; bringing the total RLC to 147,079.44 square feet (27.57% of the lot area), requiring a variation of 13,701.69 square feet (10.27%).

Front Yard Setback (Oak Street). The existing play equipment, which is to be replaced, currently provides a front yard setback of 10.8 feet from the south property line along Oak Street. The new play equipment (specifically the hammock posts and log tunnel identified in Figures 7 and 8) would provide a front yard setback of 14.25 feet, whereas a minimum of 30 feet is required, a variation of 15.75 feet (52.5%).

Shed Height. The Applicant is proposing to replace two existing sheds located within the playground area. As noted earlier in this report, the existing sheds, which are approximately 9.25 feet in height, received approval of a zoning variation in 2000 to exceed the maximum permitted height of 7 feet. The proposed sheds would be 9.08 feet in height, requiring a variation of 2.08 feet (29.71%).

CONSIDERATION BY OTHER ADVISORY BOARDS/COMMISSIONS

The Design Review Board (DRB) considered the request on May 16, 2024. After hearing from staff and no members of the public, the DRB did not have questions for the Applicant. The Board was very supportive of the project and recommended approval by a vote of 7-0.

The Plan Commission (PC) considered the special use permit on May 22, 2024. After hearing from the Applicant, and no members of the public, the PC discussed the request. As noted earlier in this report, two Commissioners asked questions regarding the removal of a 20" diameter silver maple, which the

Village Forester has indicated will be allowed and will be required to be replaced with one (3" caliper) large-growing shade tree. Ultimately, the PC recommended approval by a vote of 5-0.

FINDINGS

The ZBA is charged with evaluating Special Uses for consistency with the six standards for granting special use permits, as well as evaluating Variations for consistency with the eight standards for granting of zoning variations.

In the attached application materials submitted by the Applicant, the Applicant has provided a statement of justification regarding how the requested Special Use Permit and variations meet the standards for granting such zoning relief. Does the ZBA find that the requested amendment to an existing ordinance granting a Special Use Permit and requested variations meet the standards for granting such special use and variations; and if so, is the ZBA prepared to make a recommendation to the Village Council regarding the requested relief? If so, a ZBA member may wish to make a motion recommending approval or recommending denial based upon the following:

Move to recommend **approval [denial]** of the requested amendment to the existing special use that allowed construction of an addition to Carleton Washburne School on the Subject Property granted by Ordinance M-7-2008 and the following zoning variations: (1) roofed lot coverage; (2) front yard setback; and (3) shed height **to allow improvements to the existing Winnetka Public School Nursery playground on the Subject Property**, based on the following findings of fact:

1. The proposed playground improvements **are [are not]** consistent with the Standards for granting of Special Use Permits, as follows:
 - a. That the establishment, maintenance and operation of the special use will not be detrimental to or endanger the public health, safety, comfort, morals or general welfare;
 - b. That the special use will not be substantially injurious to the use and enjoyment of other property in the immediate vicinity which are permitted by right in the district or districts of concern, nor substantially diminish or impair property values in the immediate vicinity;
 - c. That the establishment of the special use will not impede the normal and orderly development or improvement of other property in the immediate vicinity for uses permitted by right in the district or districts of concern;
 - d. That adequate measures have been or will be taken to provide ingress and egress in a manner which minimizes pedestrian and vehicular traffic congestion in the public ways;
 - e. That adequate parking, utilities, access roads, drainage and other facilities necessary to the operation of the special use exist or are to be provided; and
 - f. That the special use in all other respects conforms to the applicable regulations of this and other Village ordinances and codes.
2. The requested zoning variations to allow:
 - a. Roofed Lot Coverage (RLC) of 147,079.44 square feet, whereas a maximum of 133,377.75 square feet is permitted, a variation of 13,701.69 square feet (10.27%) [Section 17.30.030 – Intensity of Use of Lot];

- b. Front Yard Setback (Oak Street) of 14.25 feet from the south property line, whereas a minimum of 30 feet is required, a variation of 15.75 feet (52.5%) [Section 17.30.050 – Front Yard Setback]; and
- c. Shed Height of 9.08 feet, whereas a maximum height of 7 feet is permitted, a variation of 2.08 feet (29.71%) [Section 17.30.080 Height of Buildings and Structures].

are **in harmony [not in harmony]** with the general purpose and intent of the Zoning Ordinance and that each of the following eight variation standards on which evidence is required pursuant to Section 17.60.050 of this Code **have been met [have not been met]**:

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

[The amendment to the special use for the playground improvements and the requested variations should only be approved subject to the following conditions...]

ATTACHMENTS

Attachment A: Zoning Matrix

Attachment B: Application Materials

ATTACHMENT A

ZONING MATRIX

ADDRESS: 1155 Oak Street - Winnetka Public School Nursery

CASE NO: 24-13-SU

ZONING: R-4

ITEM	MIN/MAX REQUIREMENT	EXISTING	PROPOSED	DIFFERENCE BETWEEN PROPOSED & EXISTING	ZONING CODE COMPLIANCE (2)
Min. Lot Size	13,300 SF	533,511 SF	N/A	N/A	OK
Min. Average Lot Width	70 FT	373.71 FT	N/A	N/A	OK
Min. Lot Depth	120 FT	1,427.62 FT	N/A	N/A	OK
Max. Roofed Lot Coverage	133,377.75 SF (1)	147,047.74 SF	147,079.44 SF	31.7 FT	13,701.69 SF (10.27%) VARIATION
Max. Gross Floor Area	124,522.53 SF (1)	268,607.98 SF	268,588.36 SF	-19.62 FT	EXISTING NONCONFORMING
Max. Impermeable Lot Coverage	266,755.5 SF (1)	247,903.81 SF	247,935.51 SF	31.7SF	OK
Min. Front Yard (Hibbard/West)	30 FT	67.08 FT	67.08 FT	0 FT	OK
Min. Front Yard (Elm/North)	30 FT	34.42 FT	34.42 FT	0 FT	OK
Min. Front Yard (Glendale/East)	30 FT	+30 FT	+30 FT	0 FT	OK
Min. Front Yard (Oak/South)	30 FT	10.8 FT	14.25 FT	3.45 FT	15.75 FT (52.5%) VARIATION

NOTES:

(1) Based on lot area of 533,511 s.f.

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

(3) Variation required to allow two sheds 9.08 feet in height, whereas a maximum height of 7 feet is permitted, a variation of 2.08 feet (29.71%).

ATTACHMENT B

Village of Winnetka
SPECIAL USE PERMIT APPLICATION

VILLAGE OF WINNETKA, ILLINOIS DEPARTMENT OF COMMUNITY DEVELOPMENT

SPECIAL USE PERMIT APPLICATION

Case No. 24-13-SU

Property Information

Site Address: 1155 Oak St, Winnetka, IL 60093

SU 2024-323

Applicant Information

Name: Winnetka Public School Nursery

Primary Contact: Anna Henerey

Address: 1155 Oak St

City, State, ZIP: Winnetka, IL 60093

Phone No. 847-446-5153

Email: directors@wpsn.org

Architect Information

Name: GRG Playscapes

Primary Contact: Philip Cox

Address: 4121 S 6th Street,

City, State, ZIP: Milwaukee WI, 53221

Phone No. 414-322-3227

Email: _____

Owner Information

Name: WINNETKA PUBLIC SCHOOLS DISTRICT 36

Primary Contact: BRAD GOLDSTEIN

Address: 1235 OAK ST.

City, State, ZIP: WINNETKA, IL 60093

Phone No. 847-501-2522

Email: BRADGOLDSTEIN@WINNETKA36.ORG

Attorney Information

Name: HODGES & LAZZI

Primary Contact: JAMES LEVI

Address: 3030 SALT CREEK RD #202

City, State, Zip: ARLINGTON HEIGHTS, IL

Phone No. 847-670-9000

Email: JLEVI@HLEK.COM

Applicant Signature: _____

Date: 4/16/2024

Property Owner Signature: _____

Date: 4/15/2024

Printed Name of Owner: BRAD GOLDSTEIN



Proposed Project Description

Site Address: 1155 Oak St, Winnetka, IL 60093

Site Administrator Contact: Anna Henerey

Property owner: Winnetka Public Schools

Designer name: GRG Playscapes, Pat McInerney_CPSI (Certified Playground Safety Inspector)

Builder name: GRG Playscapes

1 Scope Of Work

The scope of work area is represented in the following document. The site is approx. 10,000 sq ft and the site is currently an oval network of concrete sidewalks dividing mulched areas, sand play, and grassed areas. The proposed project layout is essentially the same as it is now. We're removing items and replacing them with similar but more functional and aesthetically pleasing versions.

Everything in the current playground site will be demolished except for the following items

- The perimeter fence
- The pergola, which is be repaired
- The concrete pathways
- The concrete slabs under the sheds
- A piece of existing equipment designed for water play will be reused

The new equipment we're adding to the site is described below in section:

- A playhouse
- Hammock Poles
- Water & Sand Play Area
- Bench
- Nest Swing
- Log Tunnel
- Bridge
- Log Climber with Roof
- 2 replacement sheds
- 4' Tall Cedar Fence
- Log Edging
- Loose Parts

2. Excavation

GRG will excavate soil from multiple areas on the site to prepare the space and adhere to Use Zone/Fall Zone requirements. In areas around the swing, the slide, playground regulations stipulate that we excavate to minus 12" for these Fall Zones. This provides for the proper depth of the EWF/Mulch safety surfacing. All spoils will be removed from the site in a timely manner. A dumpster will be on-site and placed in the parking lot (the precise location is TBD).

There is a possibility that a charity contractor called “Kids Around the World” will dismantle and remove the swing and the large Play Structure, see page 22. This company refurbishes old play equipment and provides it to disadvantaged children in impoverished nations.

3. Drainage and Water Management

GRG will not be installing drain tile or incorporating any other method to evacuate water off of the premises. Within each Use Zone/Fall Zone, we will install an additional base layer 4” of clear stone, totaling Use Zone excavation depth to 16”. This clear stone acts as a large dry well that serves to direct water down into the aquifer instead of into the storm sewers or runoff on the surface.

4. Materials

All log material used by GRG is Black Locust. *Robinia Psuedoacacia*, (Black Locust) is a leguminous tree native to North America. It shares the distinction with Osage Orange of being the most rot-resistant wood species on the continent. It’s also exceptionally hard and has an extremely high modulus of elasticity. Black Locust can last rot-free outdoors for 50 or more years without preservative. More specific information on *Robinia Psuedoacacia* can be found in our material submittals (discussed below).

No, glues, sealers, pesticides, chemicals or any other product harmful to people or the environment will be used beside common treated lumber (ACQ, which is the most common wood treatment). GRG strives to hide all treated lumber behind Cedar or Black Locust whenever possible so that children are exposed as little as possible, and for aesthetic reasons.

Six Standards

1. Public Health, Safety, Comfort, Morals, and General Welfare:

The proposed playground design prioritizes public health and safety by introducing natural play elements such as the black locust log climber and cedar structures, which provide sturdy and tactile surfaces for children to explore. These features encourage gross motor play and interaction with nature, promoting physical activity and cognitive development in a safe and nurturing environment. Additionally, amenities like the sand play area with water runnels and pump contribute to sensory stimulation and imaginative play, enhancing the overall comfort and well-being of visitors.

2. Impact on Other Properties:

The replacement of the plastic and metal play structures with natural amenities like the log climber, wood bridge, and log tunnel improves the aesthetic appeal of the immediate vicinity while minimizing the impact on neighboring properties. Careful consideration has been given to sightlines for caregivers, ensuring supervision without compromising the sense of autonomy for children engaging in dramatic play within the playhouse or sand play area. The integration of black locust slab bench offers seating for caregivers while complementing the natural landscape, preserving property values and enhancing the enjoyment of the space for all.

3. Impact on Development:

The playground design seamlessly integrates with the surrounding environment, particularly with the mature trees on-site. Features such as the log climber and wood bridge are carefully positioned to maximize interaction with nature, providing opportunities for children to explore and learn in a natural setting. The open-ended creative play experience facilitated by amenities like the log tunnel and playhouse encourages children to engage with their surroundings while fostering a sense of wonder and curiosity, complementing rather than impeding future development plans for the area.

4. Traffic Congestion:

This playground has existed on this site for many years and doesn't affect traffic on the adjacent road or parking lots. The layout of amenities has been thoughtfully planned to optimize space utilization and pedestrian circulation, with consideration given to ingress and egress points.

5. Infrastructure and Facilities:

The utilization of dry wells ensures effective drainage without compromising the integrity of the site or existing infrastructure and discourages and often eliminates surface water runoff. The replacement of sheds with new ones further enhances the operational capacity of the playground, ensuring that utilities and storage facilities meet the demands of the special use without detracting from the overall visitor experience.

6. Other Considerations:

The playground design fosters high levels of engagement through an open-ended creative play experience, where children can explore, imagine, and create meaning through their interactions with natural materials and features. The design philosophy prioritizes gross motor play and interaction with nature, providing opportunities for children to develop physical skills, social connections, and emotional resilience in an unstructured and supportive environment. By encouraging exploration and discovery, the playscape nurtures a sense of curiosity and wonder, fostering a lifelong appreciation for the natural world and the power of imaginative play.

VILLAGE OF WINNETKA, ILLINOIS
DEPARTMENT OF COMMUNITY DEVELOPMENT

ZONING VARIATION APPLICATION



Case No. 24-13-SU

Property Information

Site Address: 1155 Oak St, Winnetka, IL 60093

Owner Information

Name: Winnetka Public School Nursery

Address: 1155 Oak St, Winnetka, IL 60093

City, State, ZIP: 1155 Oak St, Winnetka, IL 60093

Email: directors@wpsn.org

Primary Contact: Anna Henerey

Phone No. 847-446-5153

Date property acquired by owner: _____

Architect Information

Name: GRG Playscapes (contractor)

Primary Contact: Phil Cox

Address: 4121 S. 6th St

City, State, ZIP: Milwaukee, WI 53221

Phone No. 414-322-3227

Email: Phil@GRGPlayscapes.com

Attorney Information

Name: _____

Primary Contact: _____

Address: _____

City, State, Zip: _____

Phone No. _____

Email: _____

Nature of any restrictions on property: We're asking for a variation for the 7 ft height restriction on the property

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

We're asking for a variation on the above listed restriction so that we can install 12 ft high sheds.

Attached to this document is our responses to the 8 standards as well as a construction detail of the proposed sheds. Let us know if anything additional documentation is needed.

Property Owner Signature: _____



Date: 5-16-24

Standards for Granting Zoning Variations---WPSN responses

1. The property in question cannot yield a reasonable return if permitted to be used only under the conditions allow by regulations in that district; Maintaining the value of a school building involves updating the equipment and infrastructure necessary for caregivers to effectively teach and supervise children. We are seeking approval for taller sheds to accommodate additional storage space, enabling WPSN to store playthings and educational equipment more efficiently. This enhancement will contribute to the school's ability to provide a nurturing and enriching environment for students and staff alike.

2. The plight of the owner is due to unique circumstances. Such circumstances must be associated with the characteristics of the property in question, rather than being related to the occupants; The unique circumstances of the site is the reason we are requesting a variation. We are asking for a variance on shed height because it will allow more storage space with less addition to impermeable site surfacing.

3. The variation, if granted, will not alter the essential character of the locality; The sheds at their proposed heights (9 ft 1in) will not alter the fundamental character of the surrounding area. Our plan involves demolishing two existing defunct sheds (built with a variation at 8 ft 1 in) and replacing them with two new sheds. The site is screened by trees and vegetation from the south and west, and the distance of the sheds from the road means they will be similar to the current sheds on the property, which are not easily visible from neighboring properties. This ensures that the proposed sheds will blend in with the existing landscape and not significantly impact the visual aesthetics of the area.

4. An adequate supply of light and air to adjacent property will not be impaired; Please see response to article 3 above. The proposed sheds will not block light any more than the current sheds; nor will they block airflow.

5. The hazard from fire and other damages to the property will not be increased; The proposed sheds will not be used to store fuel or any other flammable material. These sheds will not be wired with electricity. No caustic chemicals or batteries will be kept in the sheds.

6. The taxable value of the land and buildings throughout the Village will not diminish; The taxable value of this land/building will not decrease because it's already a tax-exempt property, as we understand it. It will not decrease the tax-value of surrounding properties either. We think having a more functional playground space will make the property more useful to the community, which help, not hurt the Village of Winnetka.

7. The congestion in the public street will not increase;The proposed sheds will not affect traffic.

8. The public health, safety, comfort, morals and welfare of the inhabitants of the Village will not be otherwise impaired; The health and safety et al, of the community will be enhanced, not impaired by the requested variation. The requested variation will enhance the usefulness of the property, which will benefit the community at-large.

Statement on our Design Philosophy

An Outdoor Play Revolution

We've spent a lot of time over the years observing children at play. With this, certain themes have emerged and these elements are the basis of our approach to any play space, large or small. These seven concepts drive our evaluation of what exists and our imagination for what could be.

Landscapes into Playscapes

Create a world for children to enter and their whole self will be immediately engaged. We accomplish this by using the Whole Space: this approach eliminates underused zones and often includes topographical interest with hills, banks, and berms. The **playground** becomes a **playscape**, activity is dispersed throughout the entire space and boredom is a thing of the past.

Open -Ended Play

A properly designed and built playscape can have a huge impact on the development of a child's executive functioning skills. This is accomplished by trusting children to make choices, take risks and develop the physical, cognitive and social skills needed to navigate a creative environment. Our spaces are not scripted, closed- loop environments, rather they encourage high levels of engagement through an open- ended creative play experience.

Nature

GRG's playscapes are built with time tested natural materials that are gentle to the touch and highly creative in form. A natural space creatively designed with the use of nature's building blocks gives kids a break from the highly artificial world. Nature has been proven to have healing effects, decreases stress and gives children a greater appreciation for the environment. Using nature as a building block for play environments elicits a sense of wonder; a key component of self discovery.

Adventure Play

Adventure components encourage gross motor movement, such as climbing, jumping, running, swinging, balancing, and building upper body strength. Adventure is the exhilaration of movement and the challenge of building physical strength and skill.

Village Play

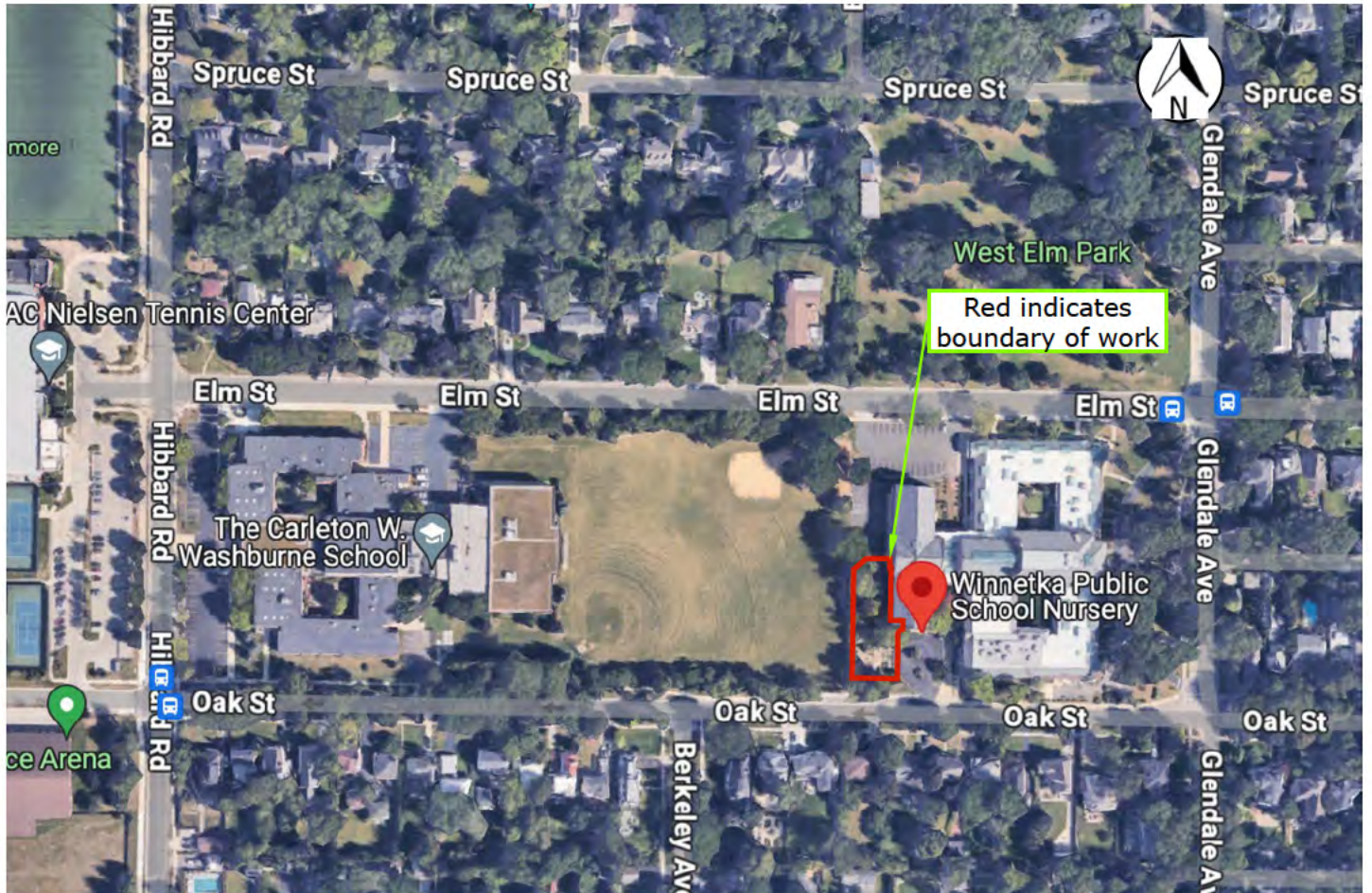
Village components encourage imaginative and dramatic play. These are the forts, the play houses, the bustling common areas or the peaceful retreats. This is the world where stories are created, dramas unfold, and children make meaning through creation and relationships.

Loose Parts

Loose Parts in a natural playground, such as stumps, wooden blocks, sand, branches and even tricycles are the perfect media for unscripted, imaginative play. Building and rebuilding again, kids are inspired to collaborate and continually make the space their own. This initiates a greater use of language and problem solving and allows children a sense of autonomy.

Caregiver Experience

Caregiver experience measures how the childcare providers interact with the space. An enriching space should be comfortable, easily supervised, generally enjoyable and adaptable for a variety of activities to compliment indoor learning experiences. We transform “no” spaces (outdoor areas that are unorganized, unsafe and fragmented) into “yes” playscapes that encourage quality interaction between child and caregiver.





Views From the Road South of the Site (Oak Street)

LEGEND

ACU	=	AIR CONDITIONER UNIT
BL	=	BUILDING LINE
BOL	=	BOLLARD
BOL	=	BUILDING SETBACK LINE
CL	=	CENTER LINE
CLF	=	CHAIN-LINK FENCE
CMP	=	CORRUGATED METAL PIPE
CONC	=	CONCRETE
CWW	=	CONCRETE WINDOW WELL
DS	=	DEPRESSED CURB
DE	=	DRAINAGE EASEMENT
DS	=	DOWNSPOUT
DU	=	DESTINATION UNKNOWN
ELEC	=	ELECTRIC
EM	=	ELECTRIC METER
ESW	=	EASEMENT FOR SEWER AND WATER
EW	=	ESCAPE WINDOW WELL
F/F	=	FINISHED FLOOR
GM	=	GAS METER
IP	=	IRON PIPE
IR	=	IRON ROD
LSP	=	LANDSCAPE AREA
MB	=	MAILBOX
N	=	NORTH
OHW	=	OVERHEAD WIRE
PEDC	=	CABLE PEDESTAL
PEDT	=	TELEPHONE PEDESTAL
PUDE	=	PUBLIC UTILITY & DRAINAGE EASEMENT
PUE	=	PUBLIC UTILITY EASEMENT
PVC	=	POLYVINYL CHLORIDE
(R)	=	RECORD
RCP	=	REINFORCED CONCRETE PIPE
RET	=	RETAINING
S	=	SOUTH
ST	=	STORM
T/P	=	TOP OF PIPE
UE	=	UTILITY EASEMENT
UGW	=	UNDERGROUND WIRE
UP	=	UTILITY POLE
WF	=	WOOD FENCE
WW	=	WINDOW WELL
RP	=	REFERENCE POINT
	=	MANHOLE
	=	ROUND OPEN GRATE MANHOLE
	=	VALVE VAULT
	=	SQUARE OPEN GRATE MANHOLE
	=	FIRE HYDRANT
	=	B-BOX
	=	CLEAN-OUT
	=	BRICK
	=	CONCRETE
	=	CONCRETE CURB
	=	BUSH
	=	EVERGREEN VARIETY WITH UMBRELLA WIDTH IN FEET
	=	BROADLEAF VARIETY WITH TRUNK DIAMETER IN INCHES
UP	=	UTILITY POLE WITH LIGHT
	=	LIGHT
	=	SIGN WITH NOTE NUMBER
	=	ELEVATION AT BACK OF CURB
	=	DETECTABLE WARNING STRIP

SIGN NOTES:

- 1 SPEED LIMIT 20 MPH
- 2 NO PARKING
- 3 STOP
- 4 GLENDALE AVENUE AND OAK STREET
- 5 ONE WAY 8AM-4PM MONDAY-FRIDAY
- 6 NO LEFT TURN
- 7 NURSERY
- 8 SCHOOL BUS LOADING ZONE
- 9 DO NOT ENTER
- 10 NO PARKING HERE TO CORNER
- 11 HANDICAP PARKING
- 12 THE SKOKIE SCHOOL
- 13 SCHOOL BUSES ONLY
- 14 NO VEHICLES BEYOND THIS POINT
- 15 RESERVED FOR TRAVEL STAFF

NOTE:
ALL STRIPING SHOWN IS SOLID YELLOW PAINT
UNLESS OTHERWISE NOTED.

ALL DIMENSIONS ARE IN US SURVEY FEET AND DECIMAL PARTS
THEREOF.

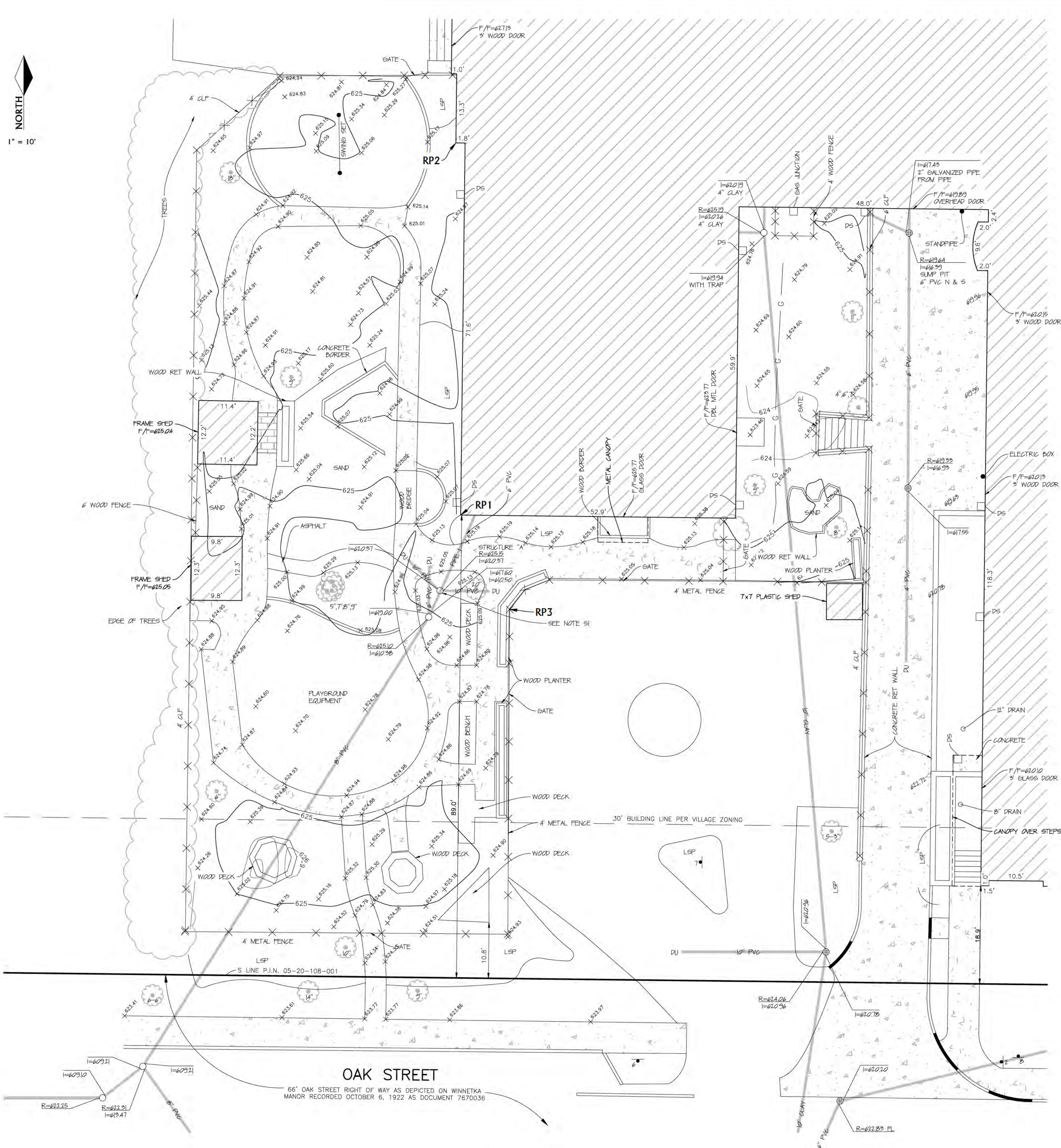
BUILDING MEASUREMENTS AND PROPERTY LINE TIES, AS SHOWN
HEREON ARE REFERENCED TO OUTSIDE OF BUILDING.

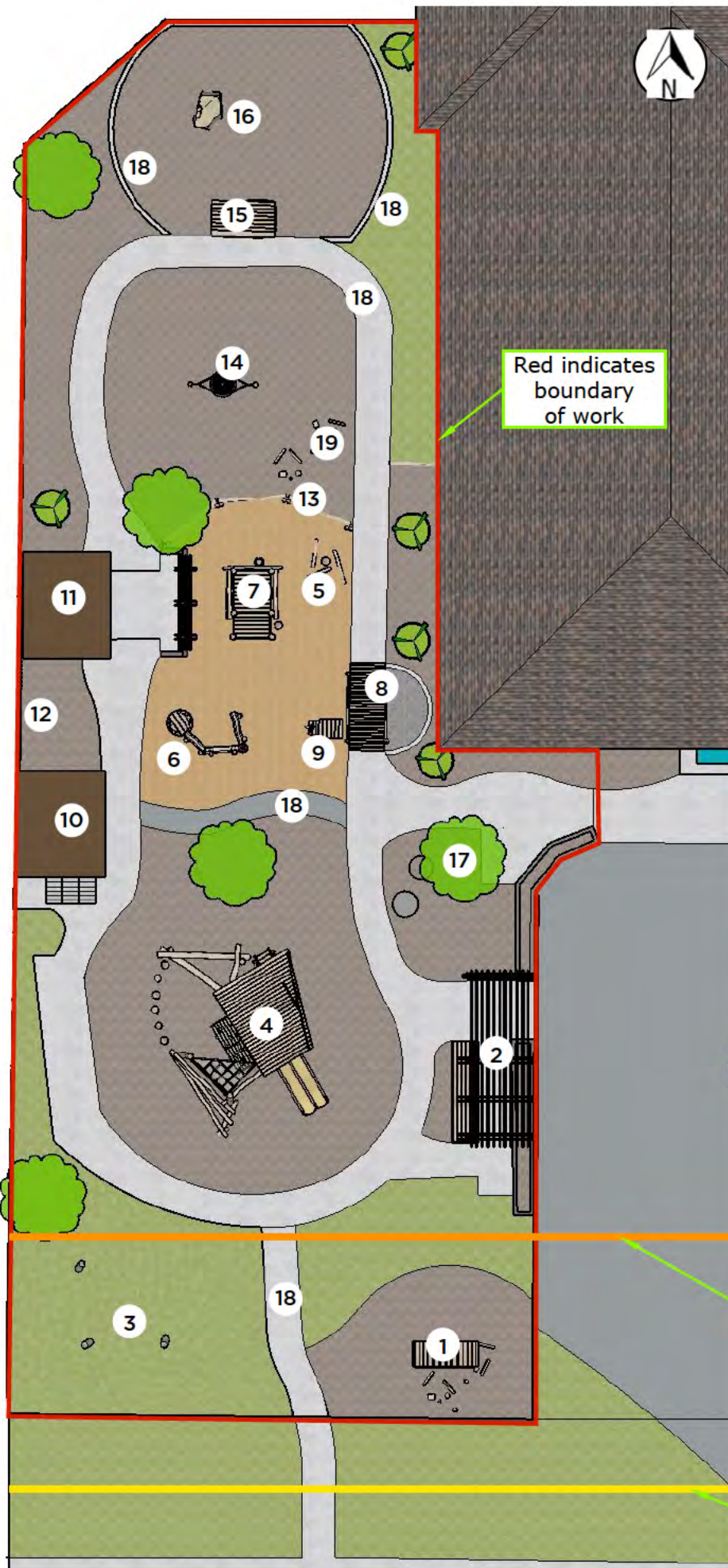
NO DIMENSIONS TO BE ASSUMED FROM SCALING

FENCE TIES ARE REFERENCED TO CENTER OF FENCE POST,
UNLESS OTHERWISE NOTED.

NOTE ON DATUM:
BEARINGS SHOWN HEREON ARE BASED ON STATE PLANE
COORDINATES AND DO NOT MATCH RECORDED BEARINGS.

REVISED DATED: MAY 3, 2024 (ADD SETBACK & WOOD TIES)
REVISED DATED: MAY 3, 2024 (ADD BUILDING TIES)
REVISED DATED: MAY 2, 2024 (RIGHT OF WAY INFORMATION)
REVISED DATE: SEPTEMBER 12, 2023 (REFERENCE POINTS)
REVISED DATE: SEPTEMBER 11, 2023 (MANHOLES)
DATE: AUGUST 22, 2023
ORDER NO: 230864
PROJ. NO: 2253
FOR: GRG PLAYSCAPES
PROJ. NAME: 520 GLENDALE AVENUE, WINNETKA - THE SKOKIE SCHOOL
Copyright © TFW Surveying & Mapping, Inc., 2023. All rights reserved.
Professional Design Firm Registration #184-002793.





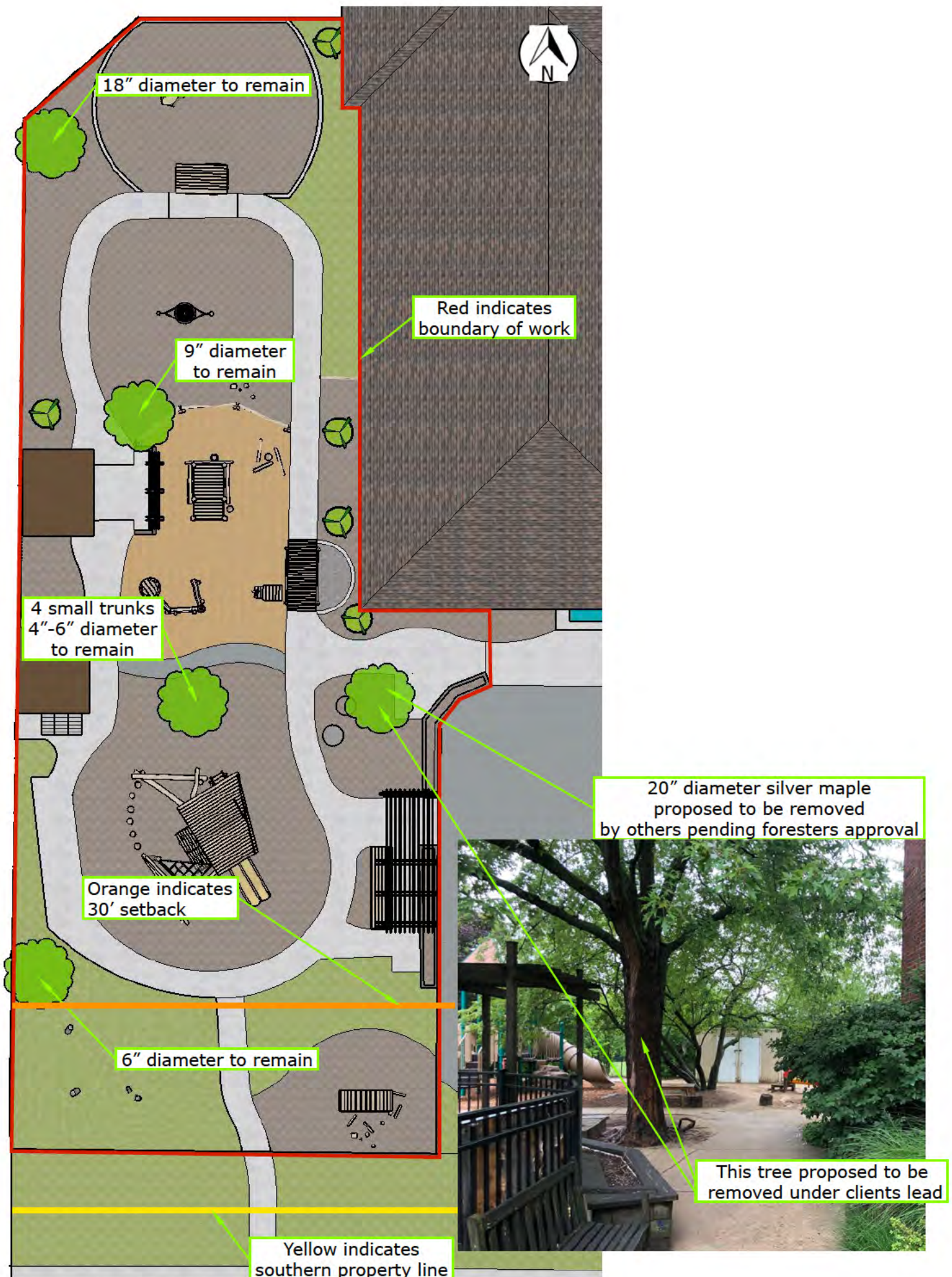
List of Proposed Site Additions

1. Log Tunnel
2. Pergola Repair and Retrofit
3. Hammock Posts
4. Log Climber with Roof
5. Sand Pit
6. Water Runnels and Water Table
7. Sand Play Deck with Pulley
8. Bridge
9. Water Pump
10. Shed 1 10'x12'
11. Shed 2 10'x12'
12. 4' Tall Cedar Fence
13. Log Edging
14. Basket Swing
15. Village Playhouse
16. Existing Boulder Moved
17. Tree to be removed (by others)
18. Existing Hardscape Elements
19. Loose Parts

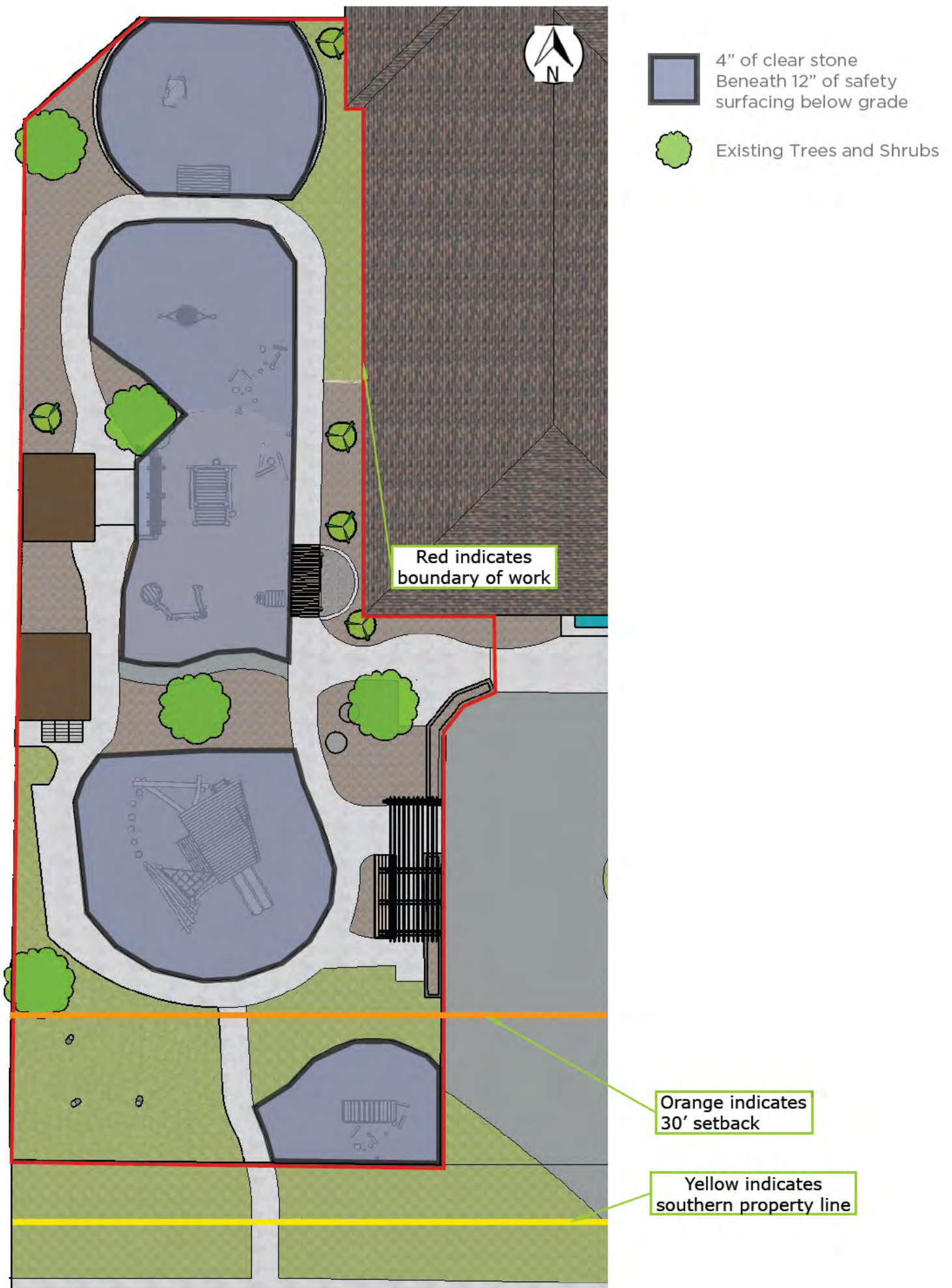
Plan Showing Proposed Site Improvements



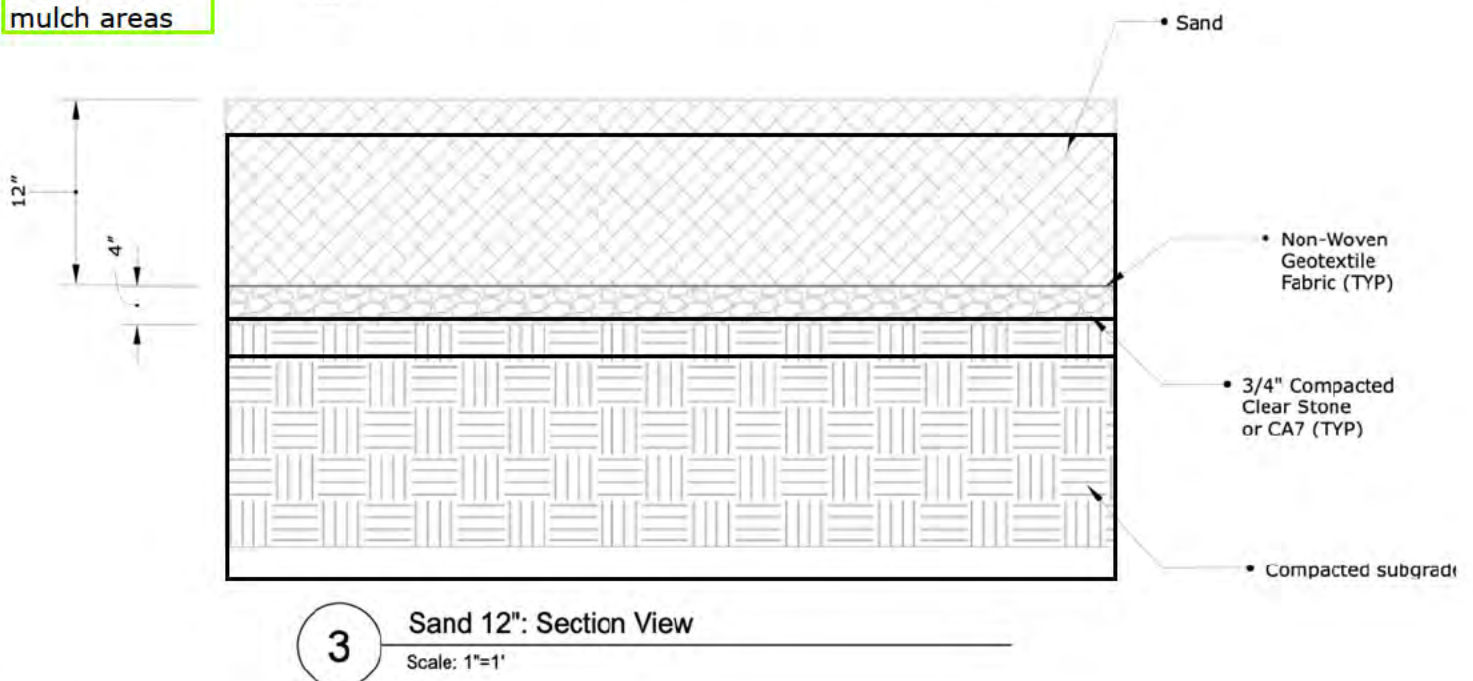
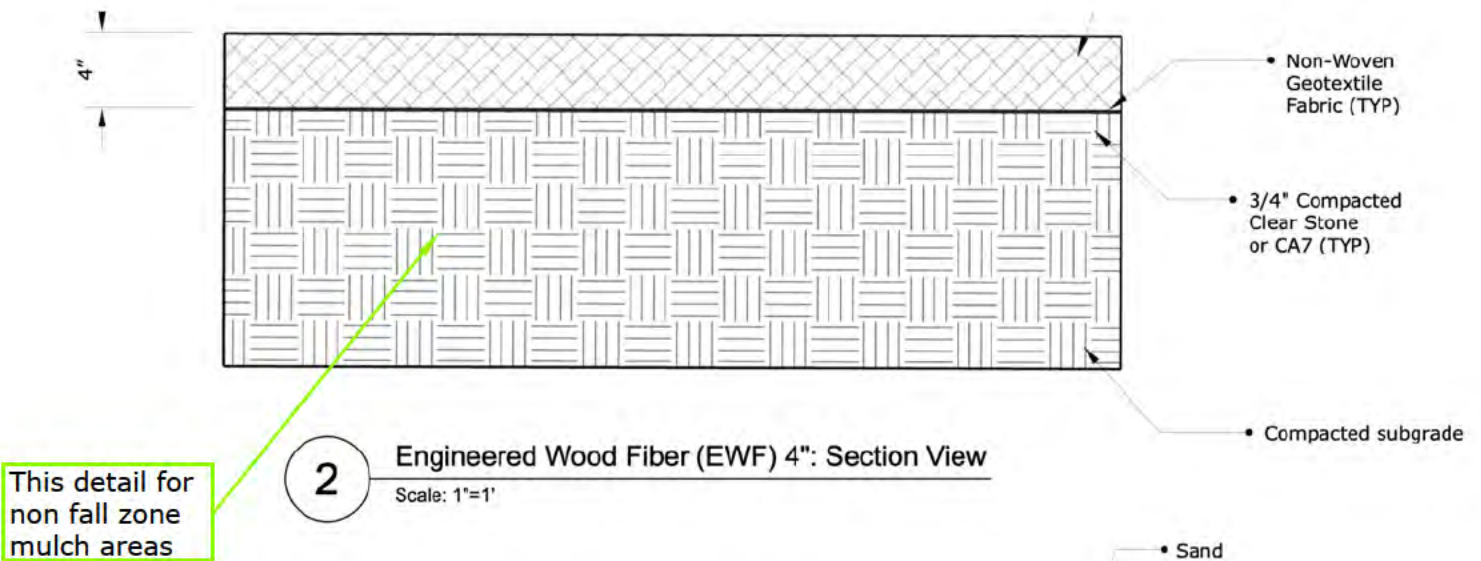
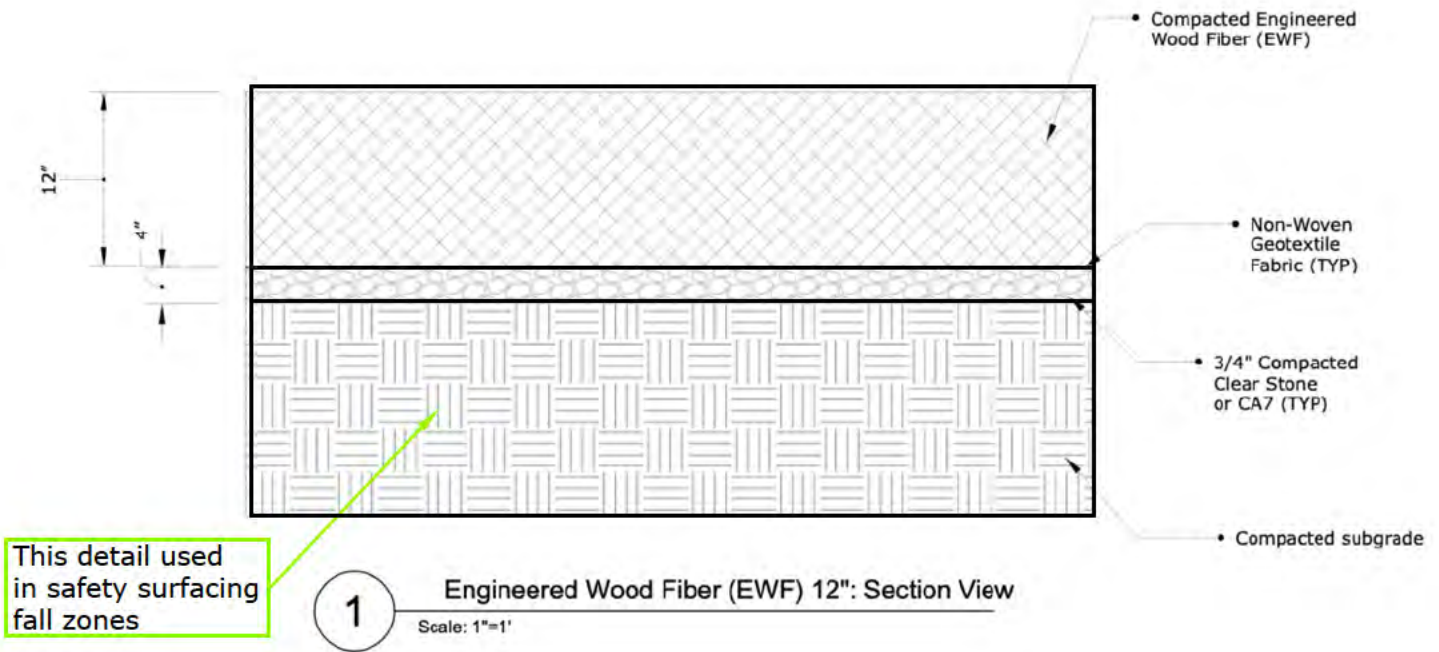
Plan Showing Proposed Surfacing and Impervious Cover



Existing Trees and Diameters



Proposed Clear Stone and Safety Surfacing Location

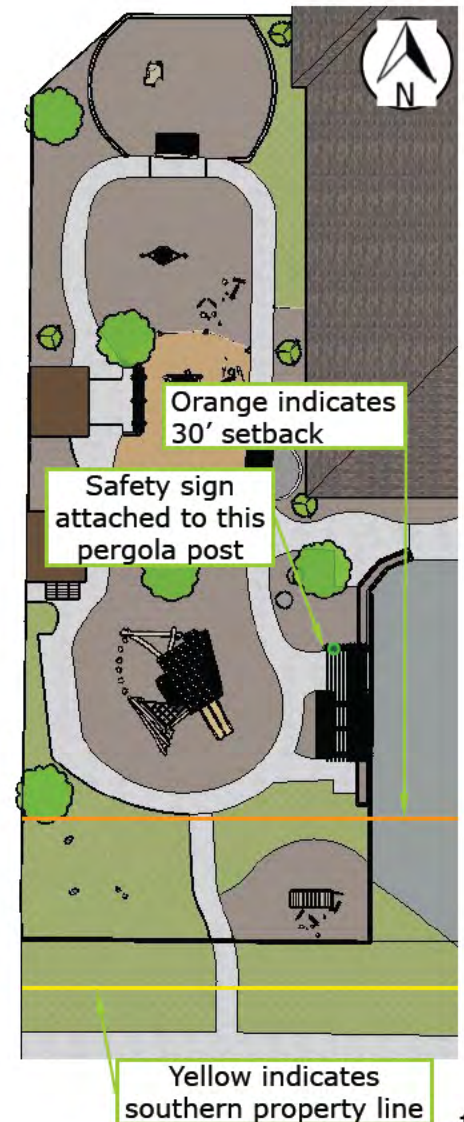




The green sign is made of Metal Max and Scotchcal High Tack Graphic Film.
The sign is made of aluminum.
Will be installed 4' high on existing pergola post



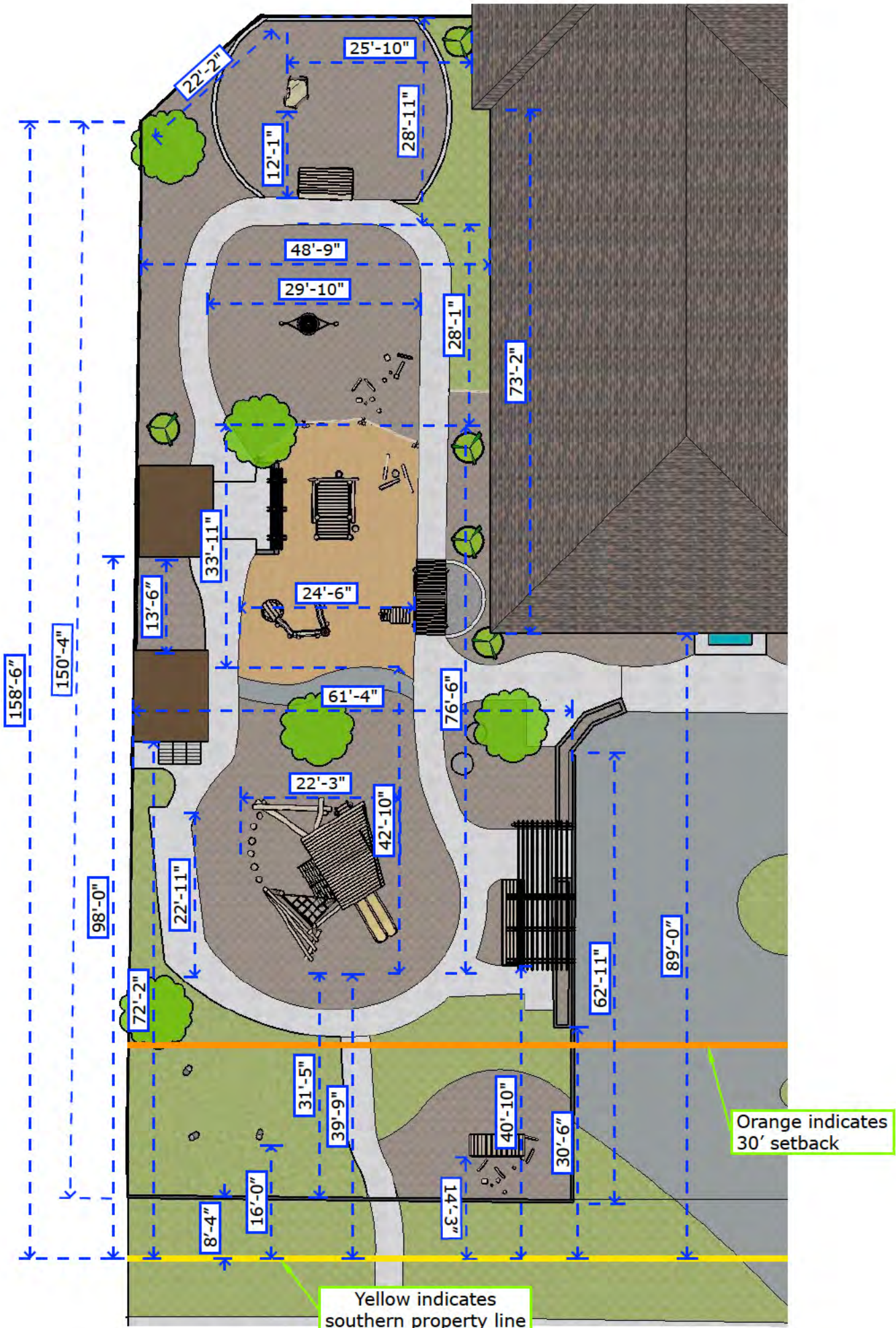
Proposed Safety Sign



Orange indicates 30' setback

Safety sign attached to this pergola post

Yellow indicates southern property line



Proposed Site Overall Dimensions



Proposed Playscape Overview Perspective



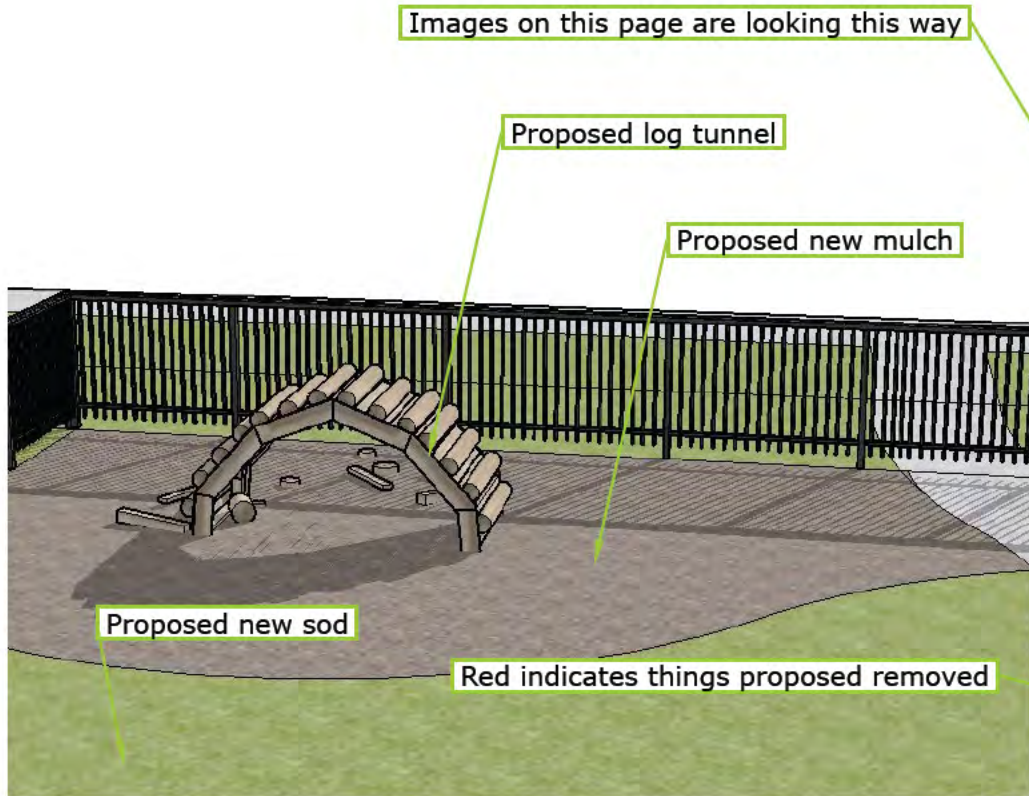
Corner stage proposed to be removed

Sand pit proposed to be removed

Concrete proposed to be removed

Southeast Corner Existing Conditions

Image shows existing site. Red shows what we propose to remove



Images on this page are looking this way

Proposed log tunnel

Proposed new mulch

Proposed new sod

Red indicates things proposed removed

Southeast Corner Proposed Changes

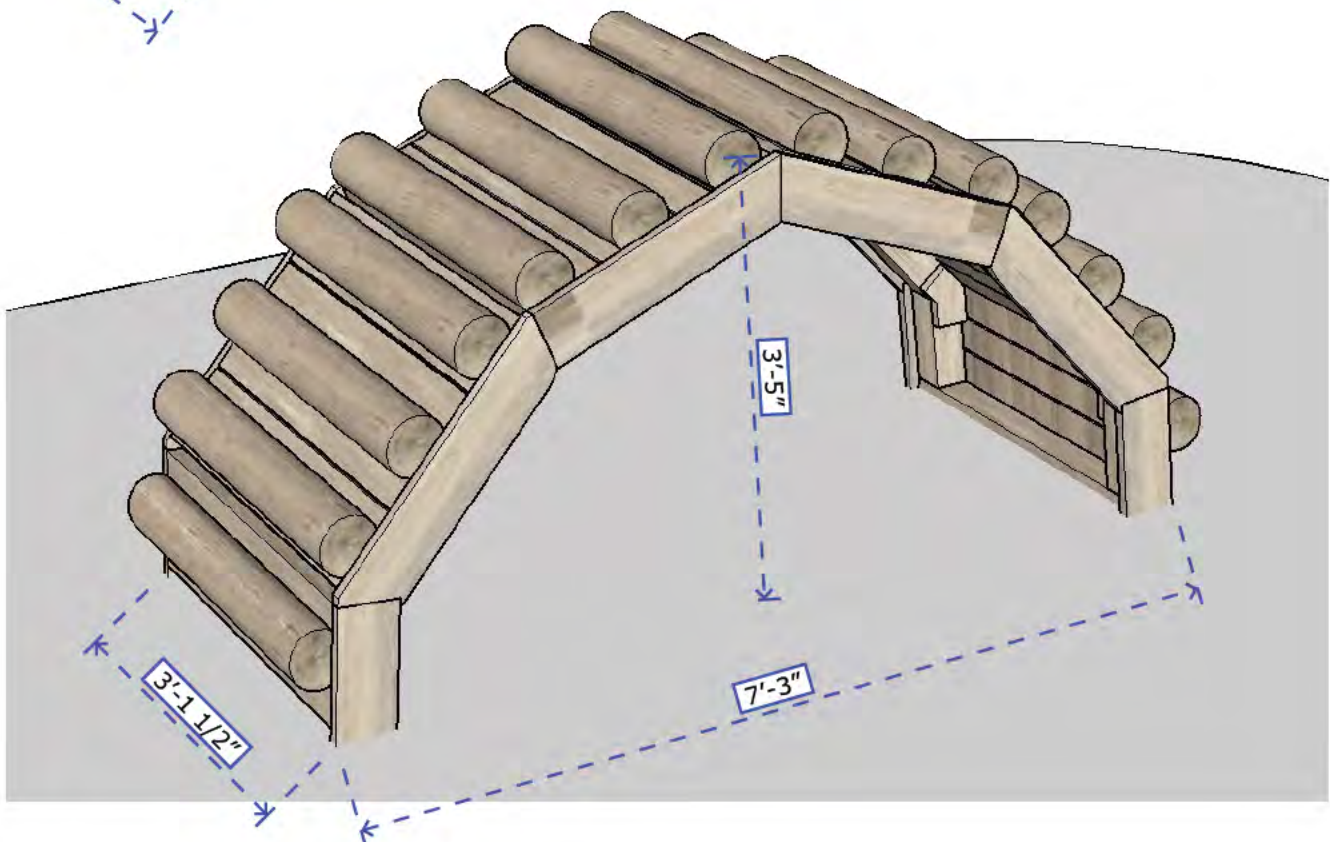
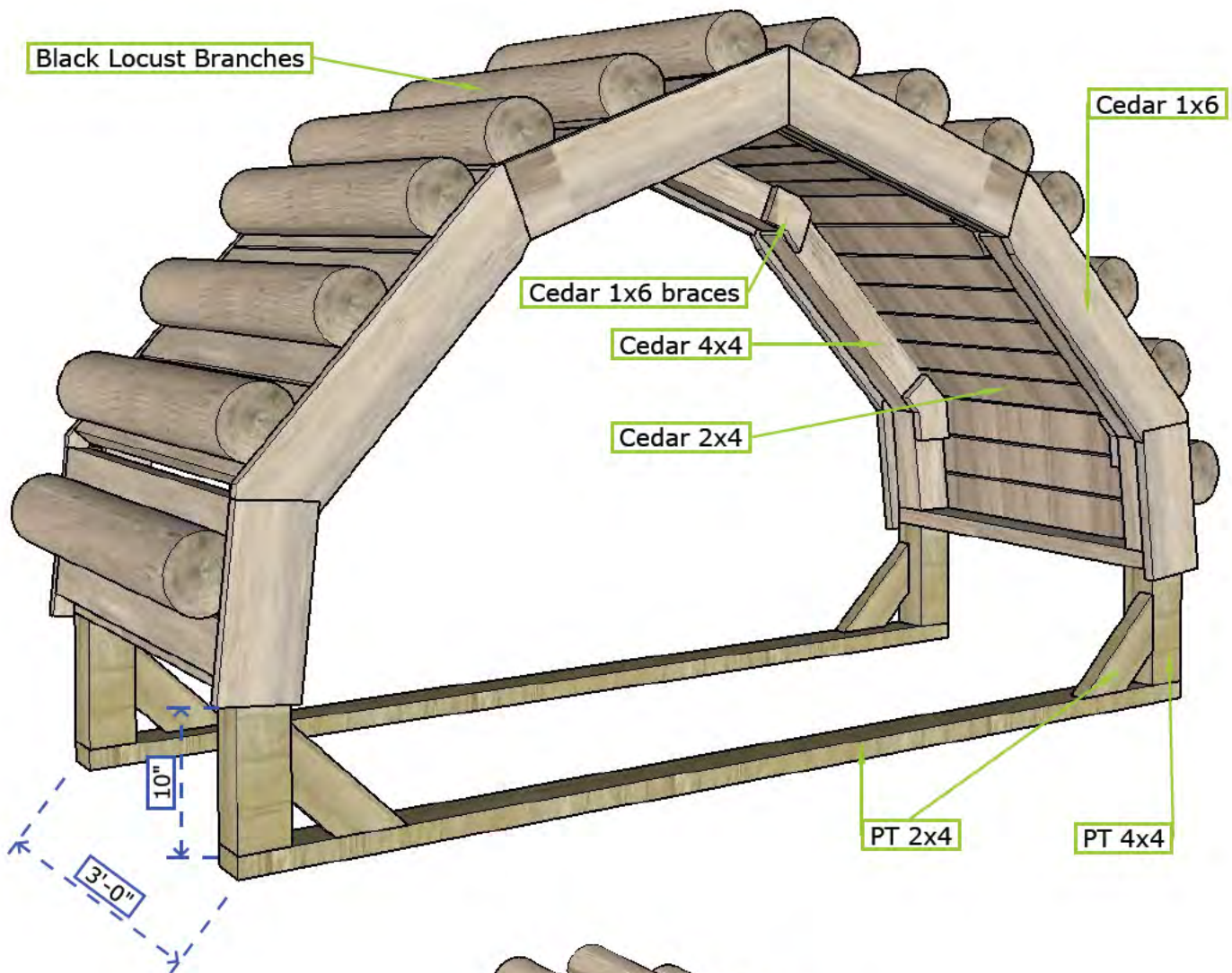
Yellow indicates southern property line



Orange indicates 30' setback

Proposed log tunnel

14'-3"

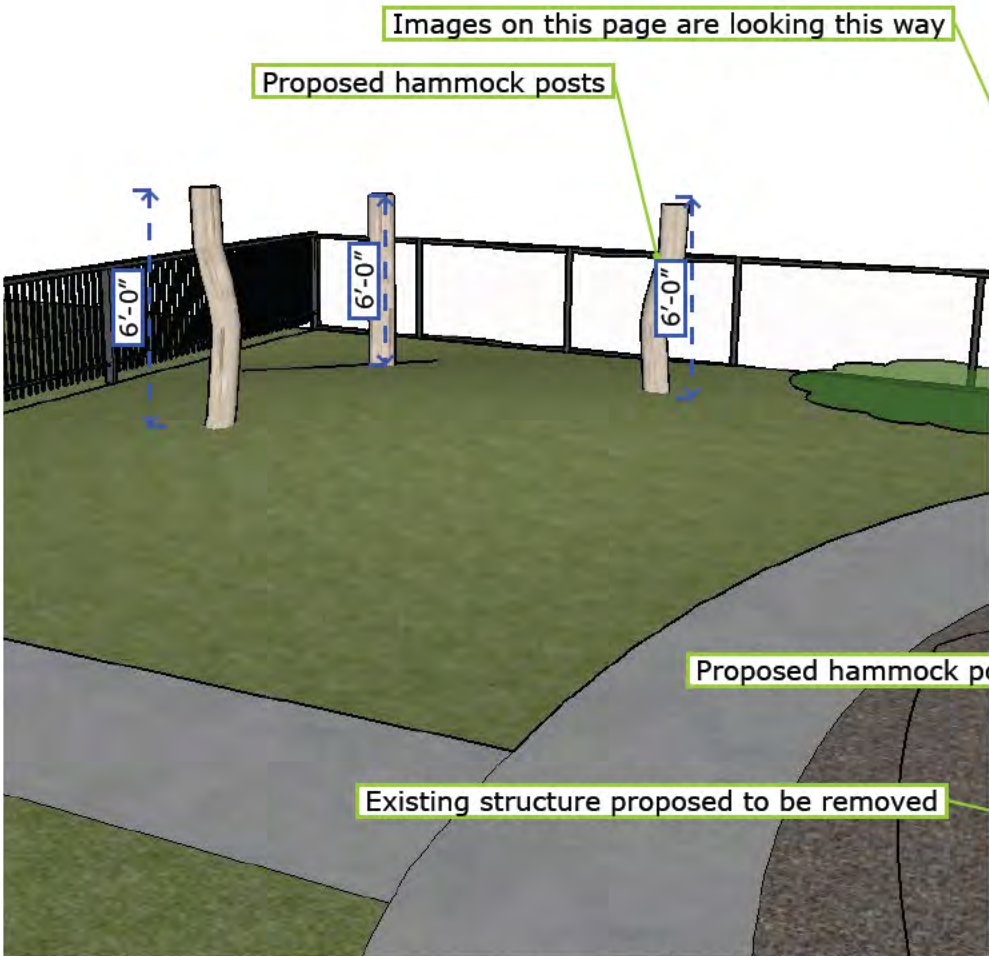


Log Tunnel Detail



Southwest Corner Existing Conditions

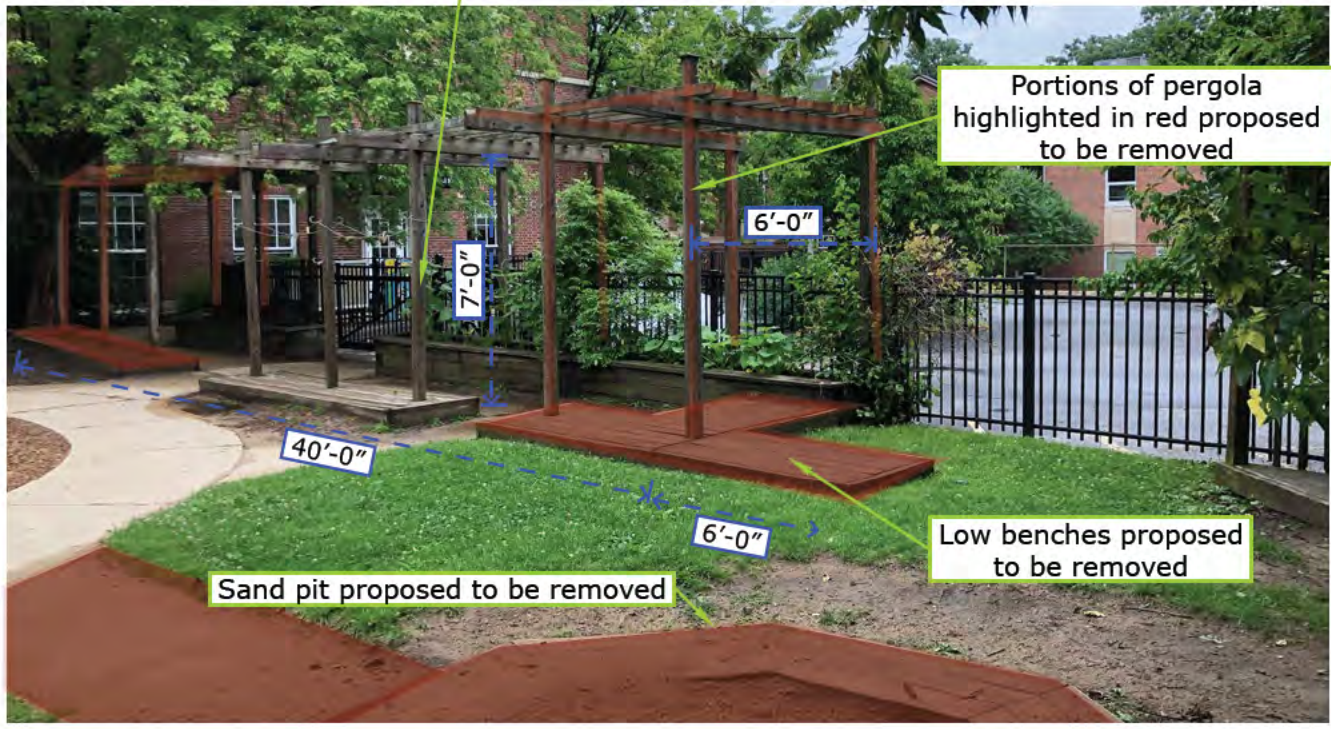
Image shows existing site. Red shows what we propose to remove



Southwest Corner Proposed Changes Revised 5-13-24

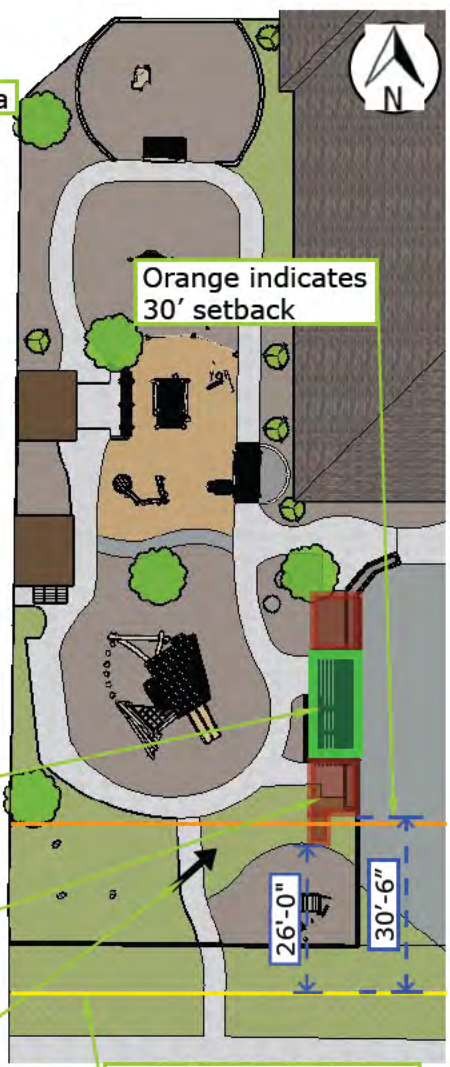
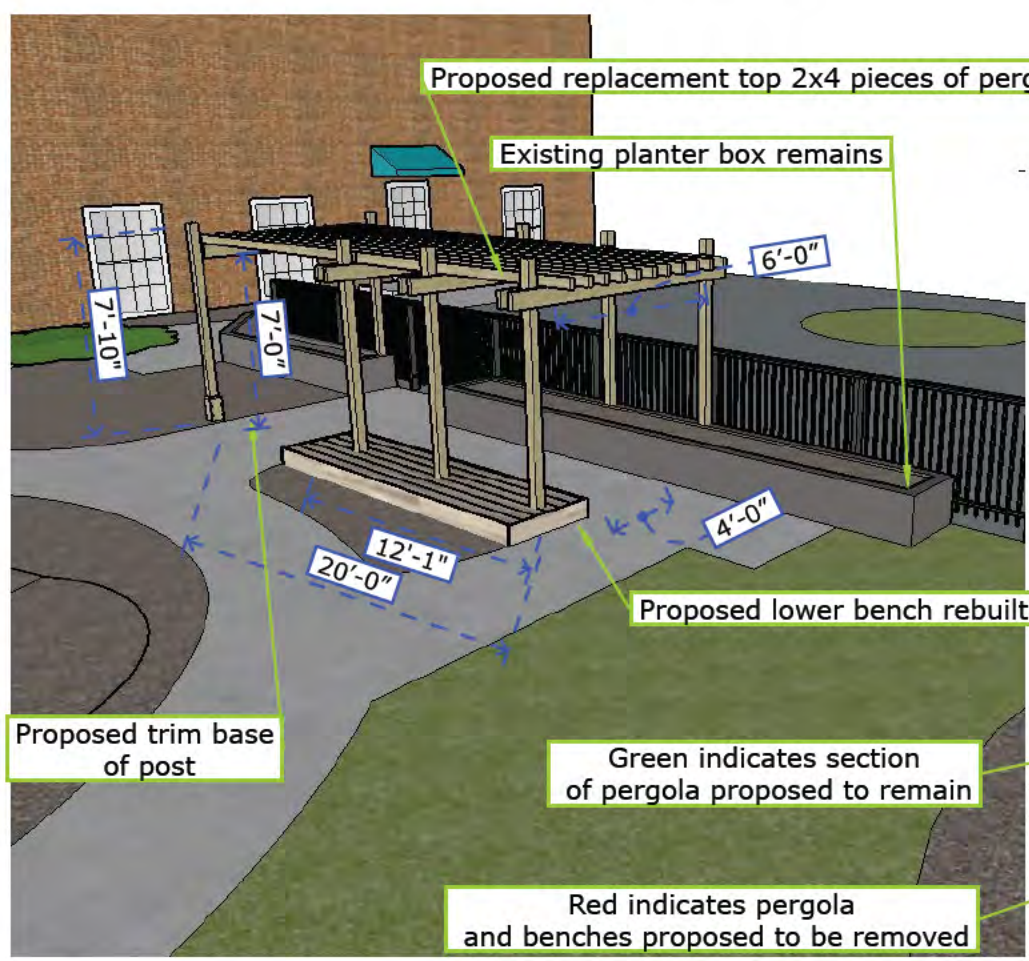
Section of pergola proposed to remain

Portions of pergola highlighted in red proposed to be removed



Southeast Pergola Corner Existing Conditions

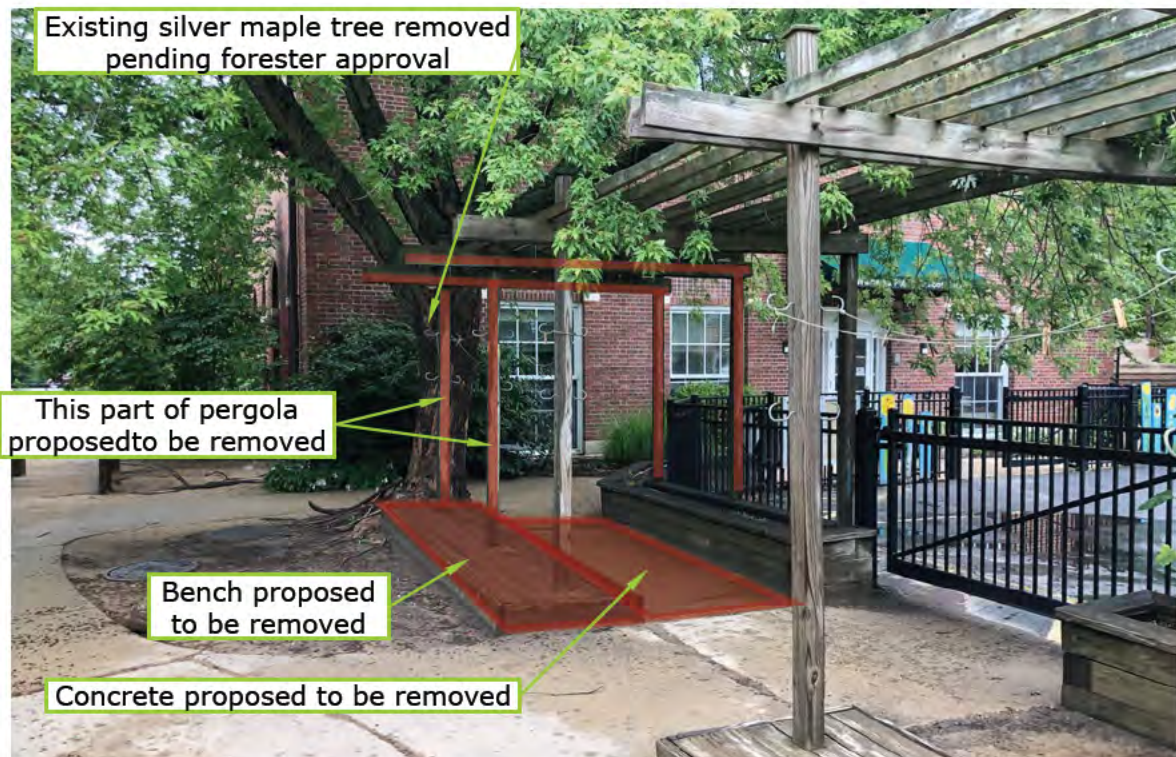
Image shows existing site. Red shows what we propose to remove



Southeast Pergola Proposed Changes

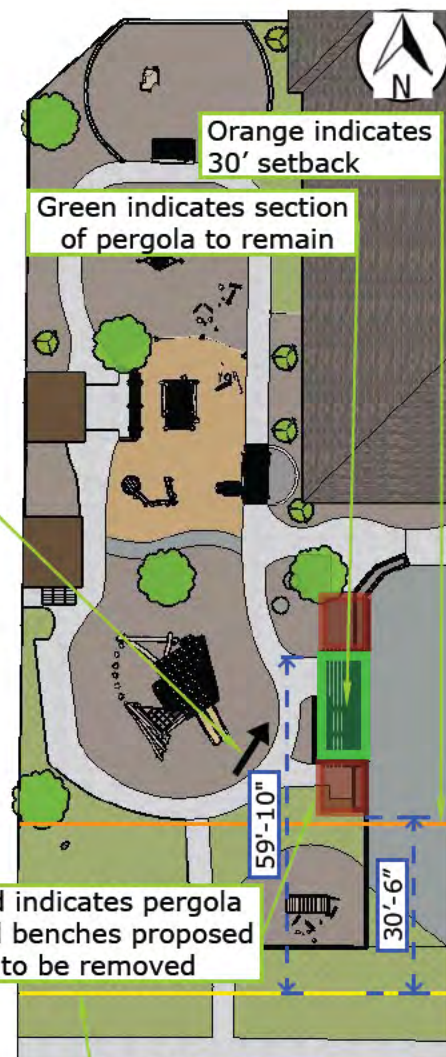
Images on this page are looking this way

Yellow indicates southern property line



Southeast Pergola Corner Existing Conditions 2

Image shows existing site. Red shows what we propose to remove

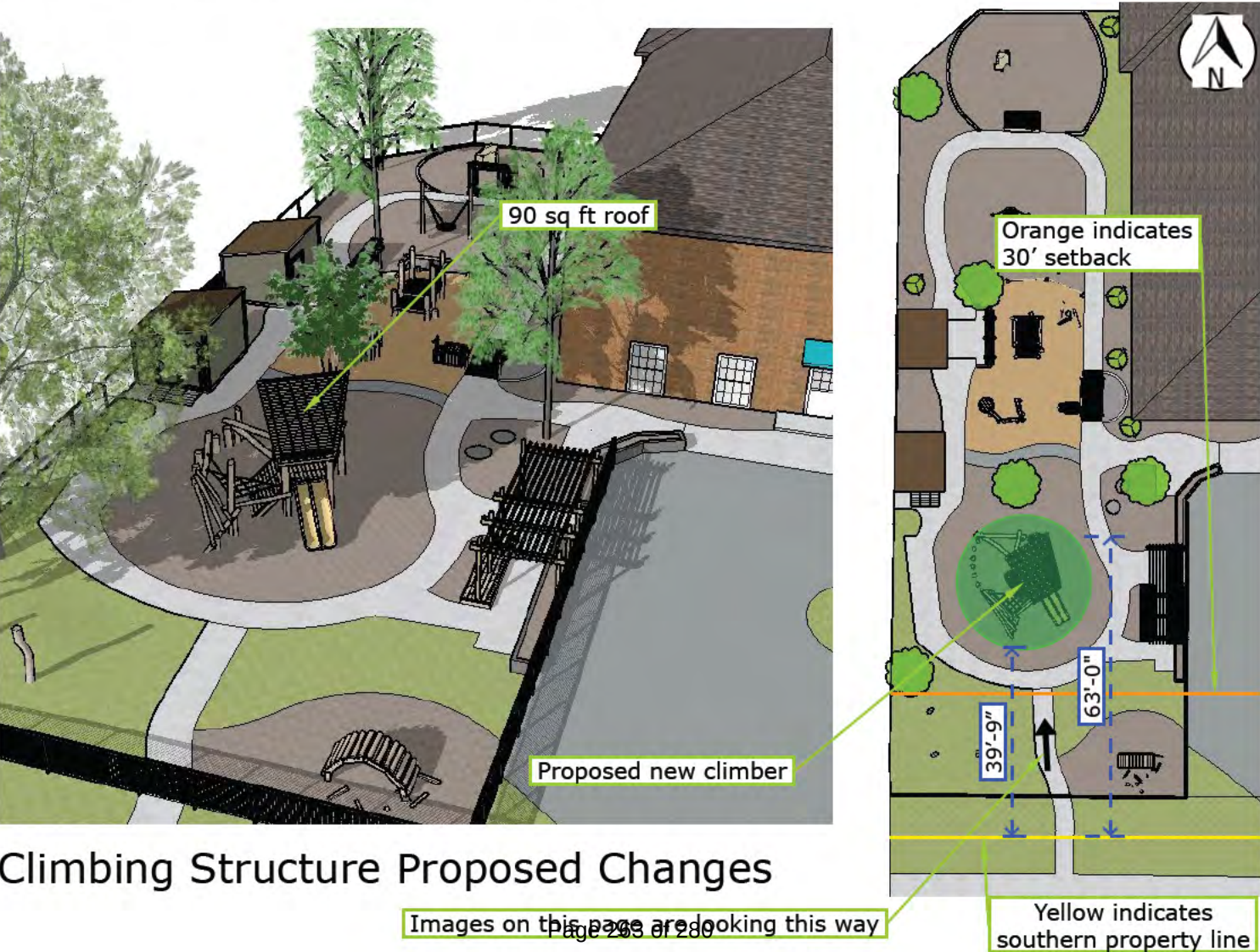


Southeast Pergola Proposed Changes 2

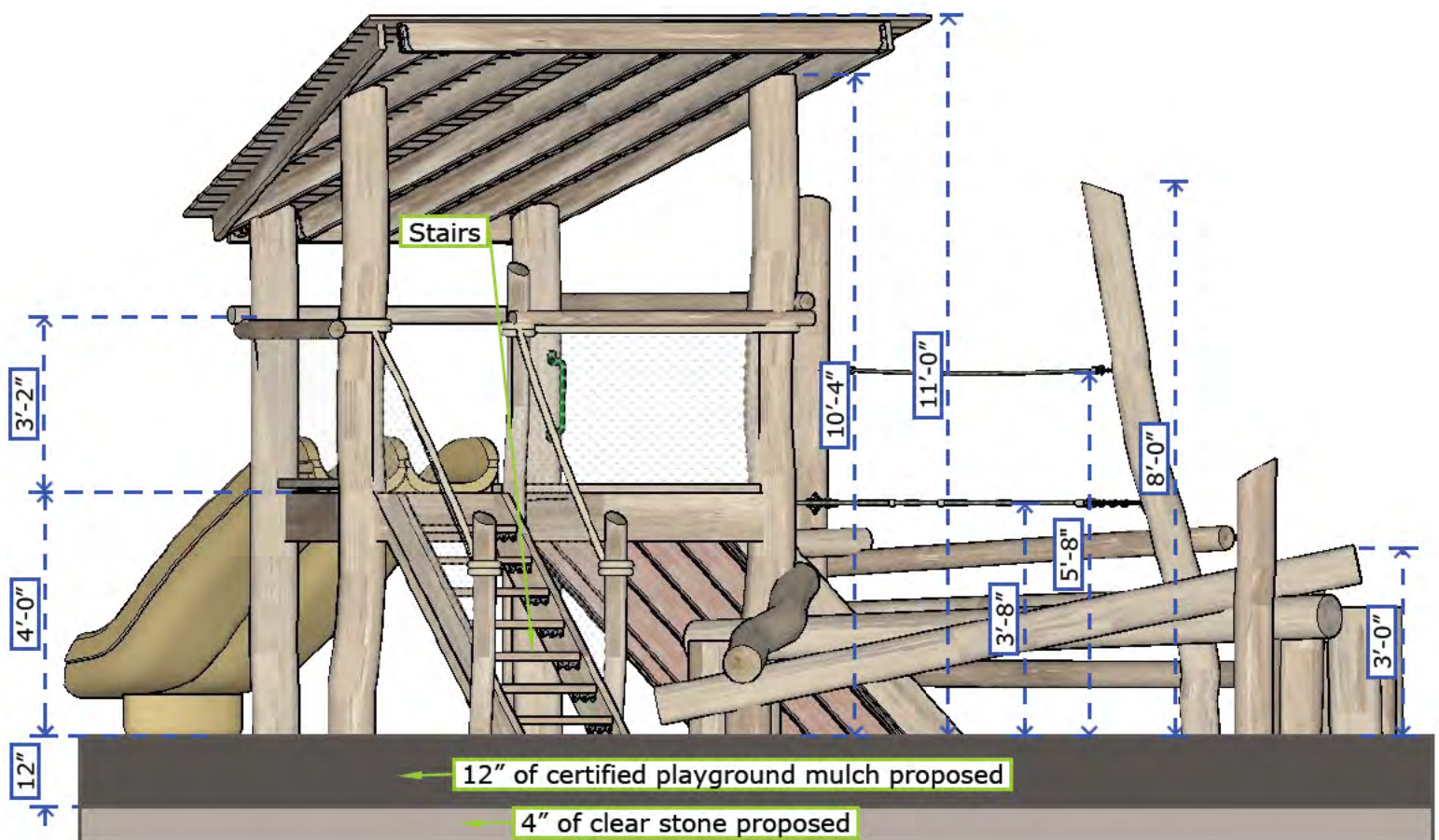
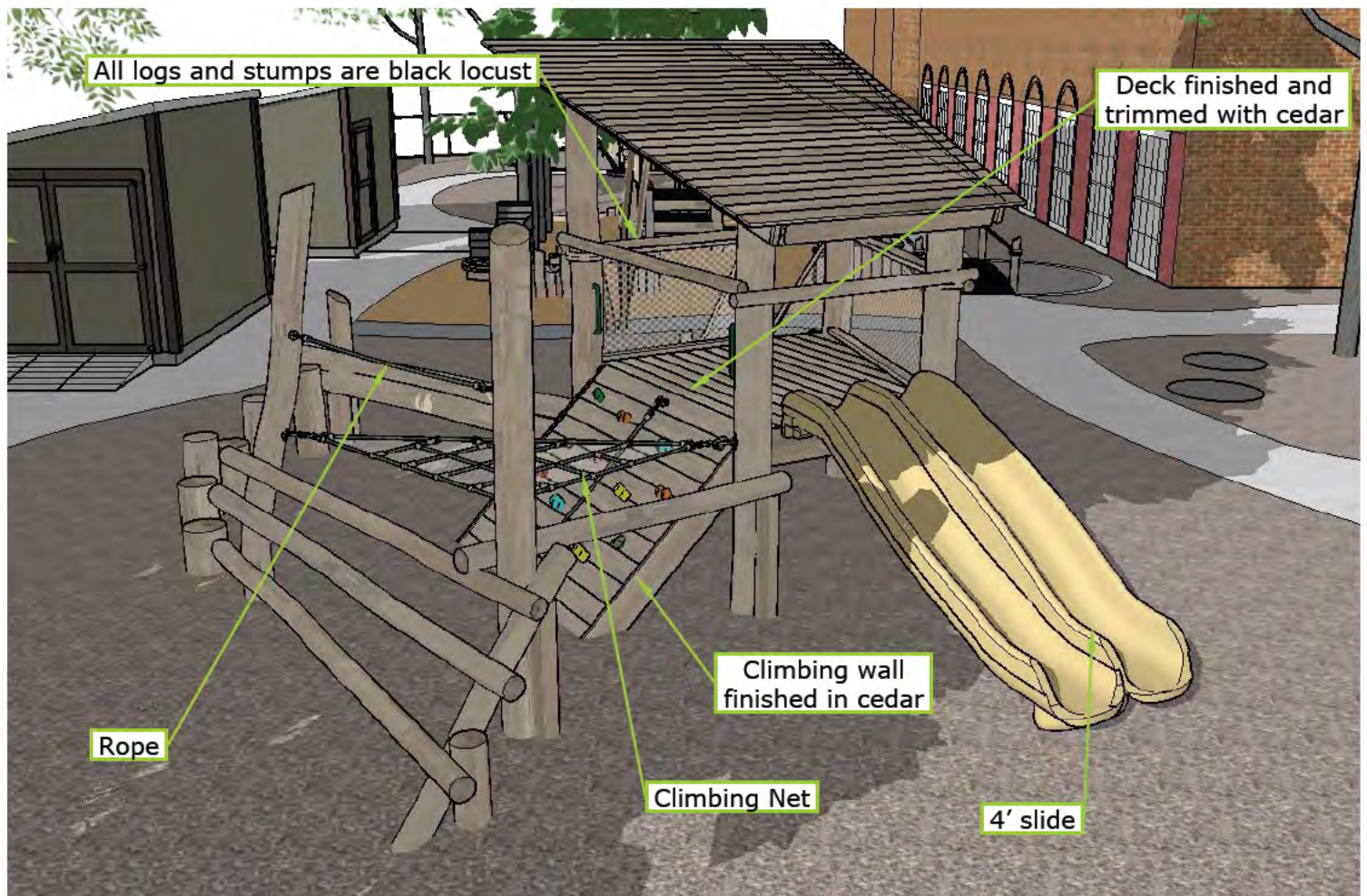


Climbing Structure Existing Conditions

Image shows existing site. Red shows what we propose to remove



Climbing Structure Proposed Changes



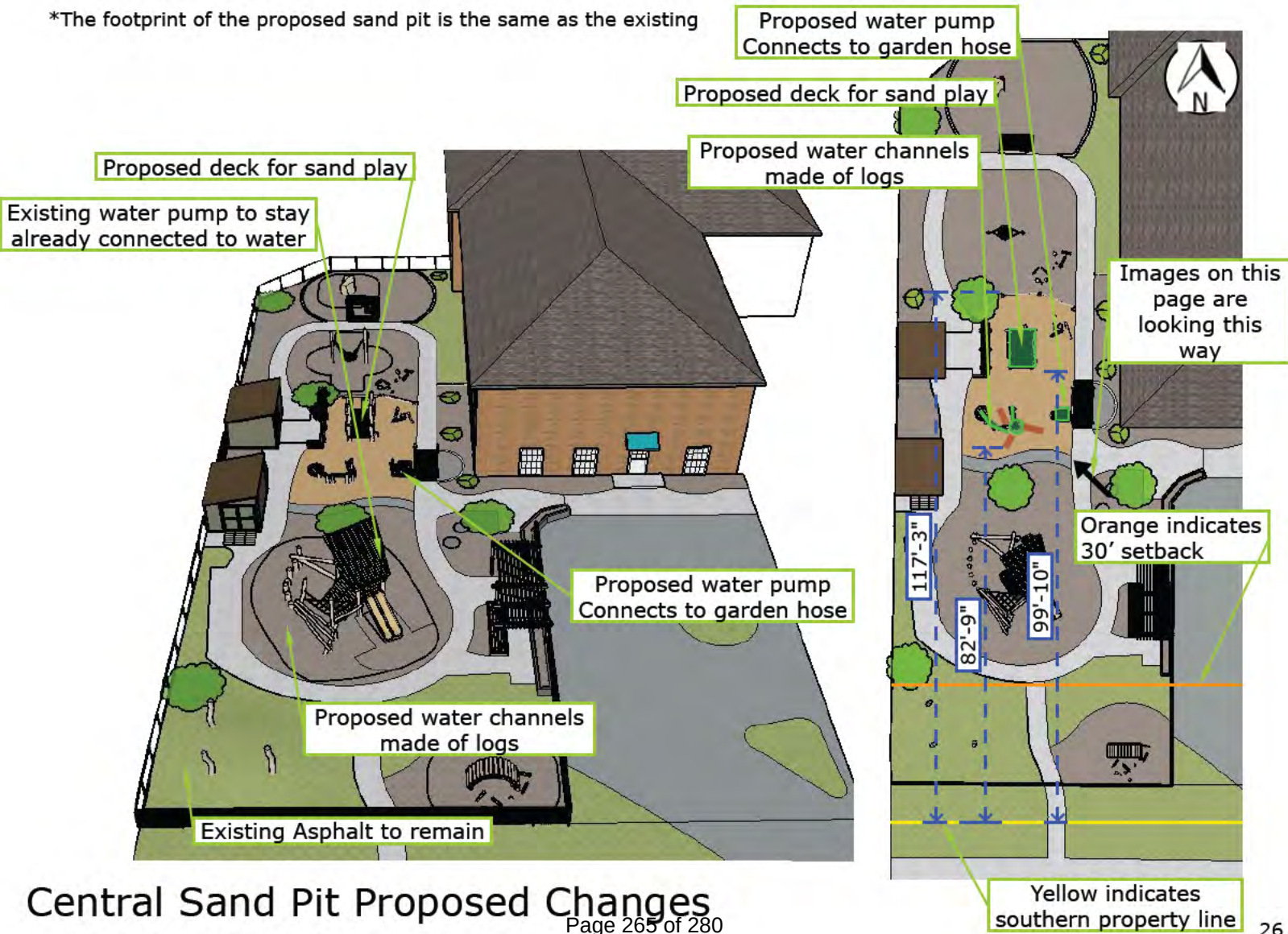
Proposed New Climbing Structure Revised 5-13-24

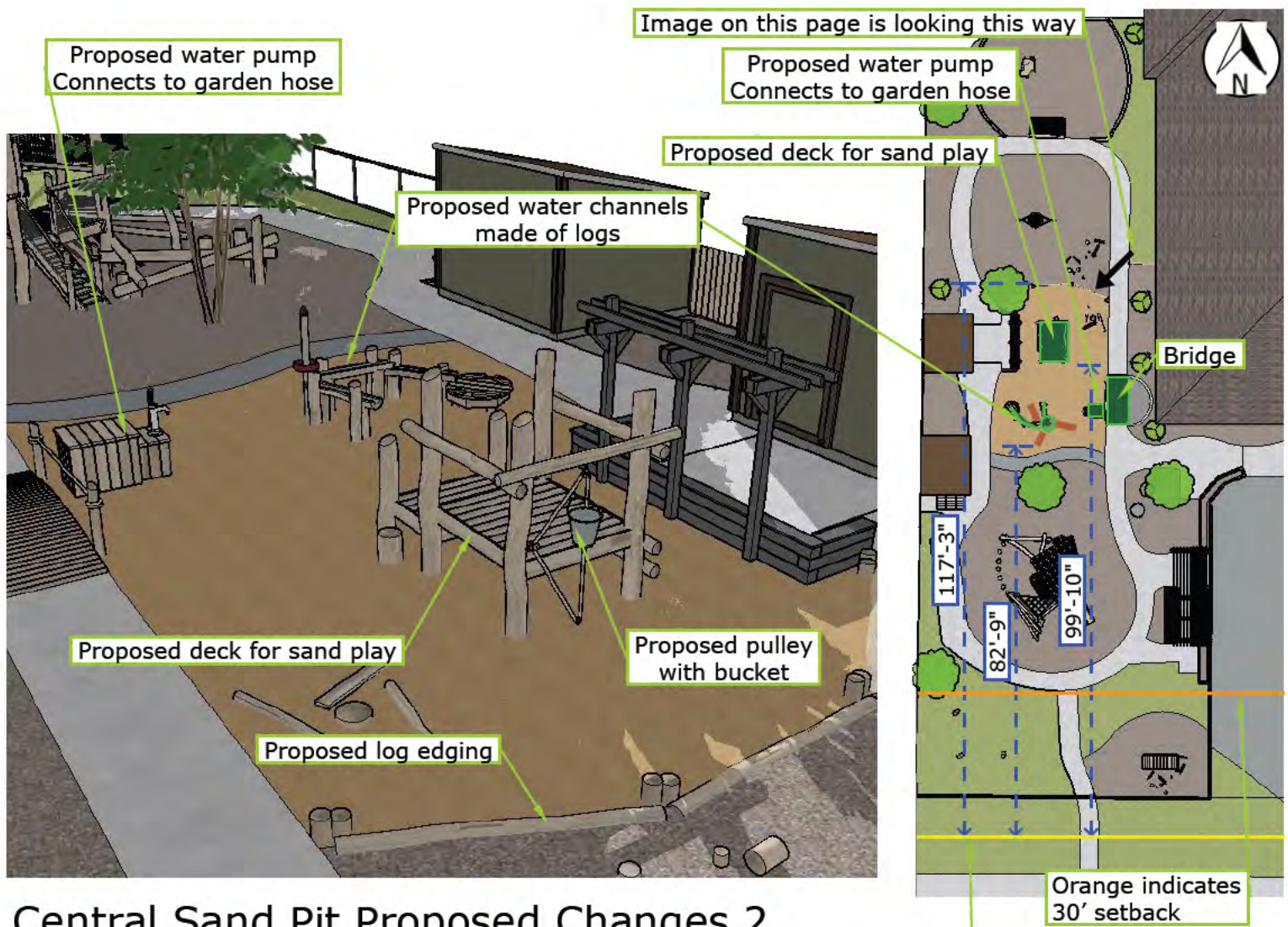


Central Sand Pit Existing Conditions

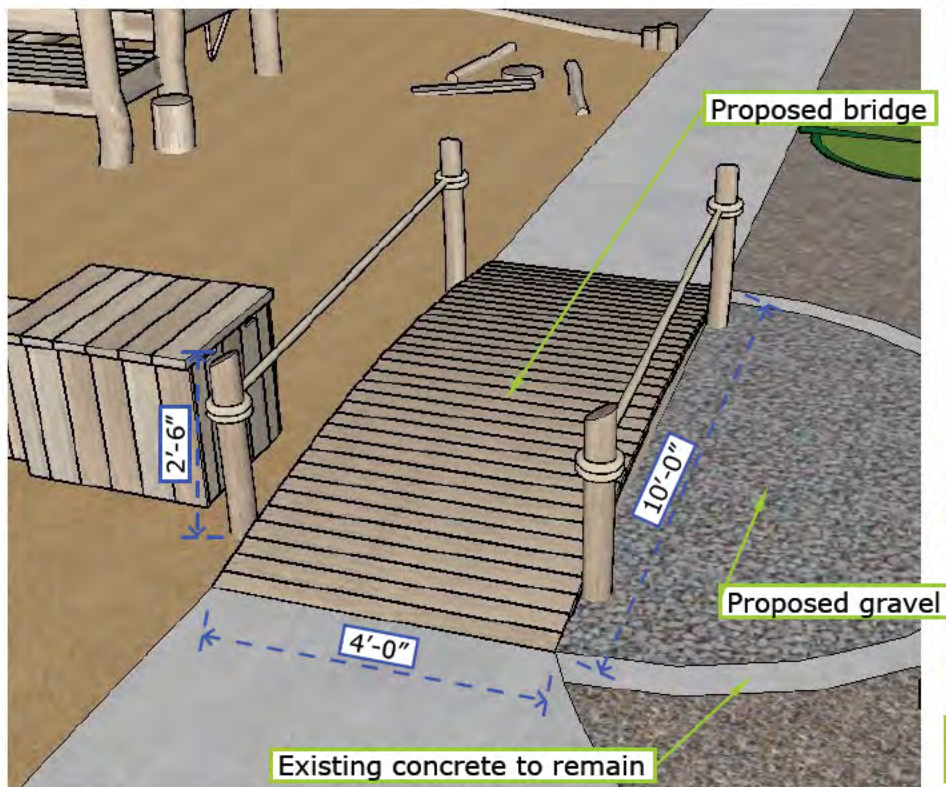
Image shows existing site. Red shows what we propose to remove

*The footprint of the proposed sand pit is the same as the existing





Central Sand Pit Proposed Changes 2



Bridge Proposed Changes



Existing structure to be removed



New Swing Area Existing Conditions

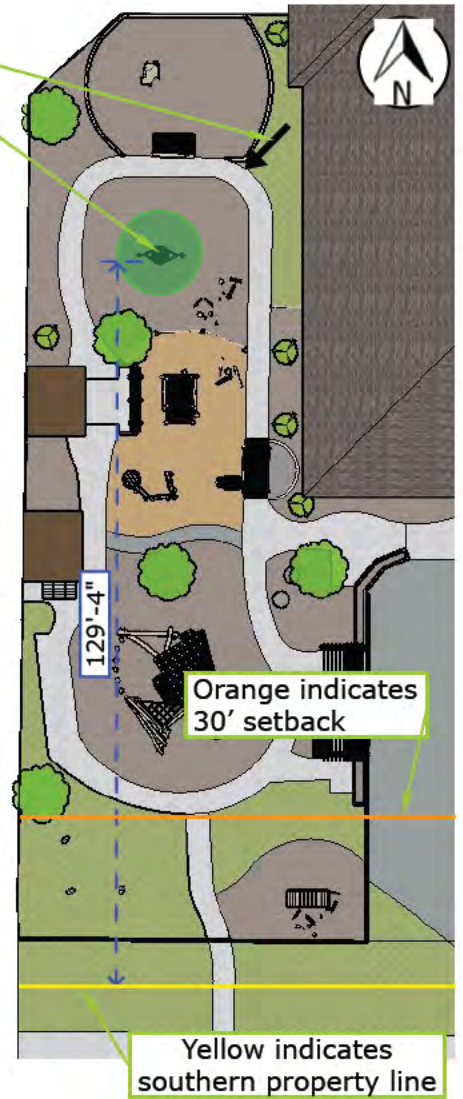
Image shows existing site. Red shows what we propose to remove



Images on this page are looking this way

Proposed new swing

Proposed nest swing



Orange indicates 30' setback

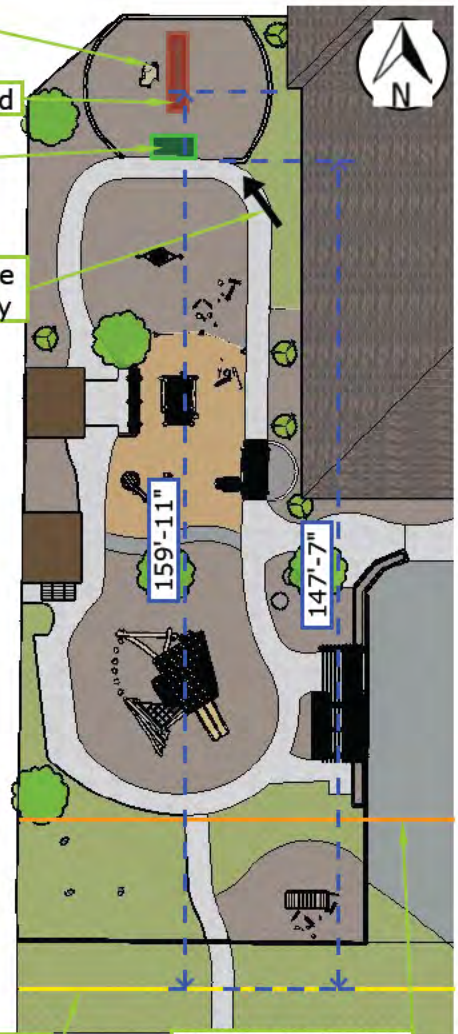
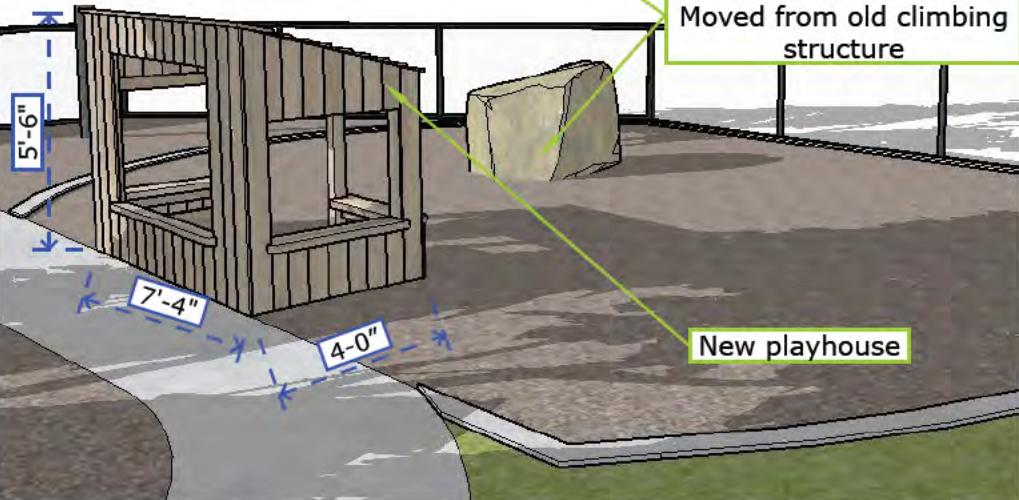
Yellow indicates southern property line

New Swing Area Proposed Changes



North Area Existing Conditions

Image shows existing site. Red shows what we propose to remove

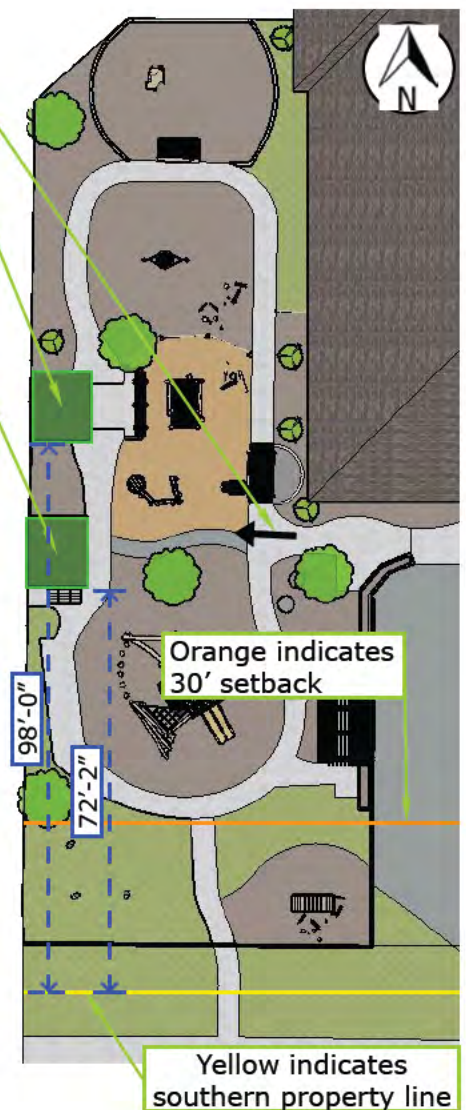
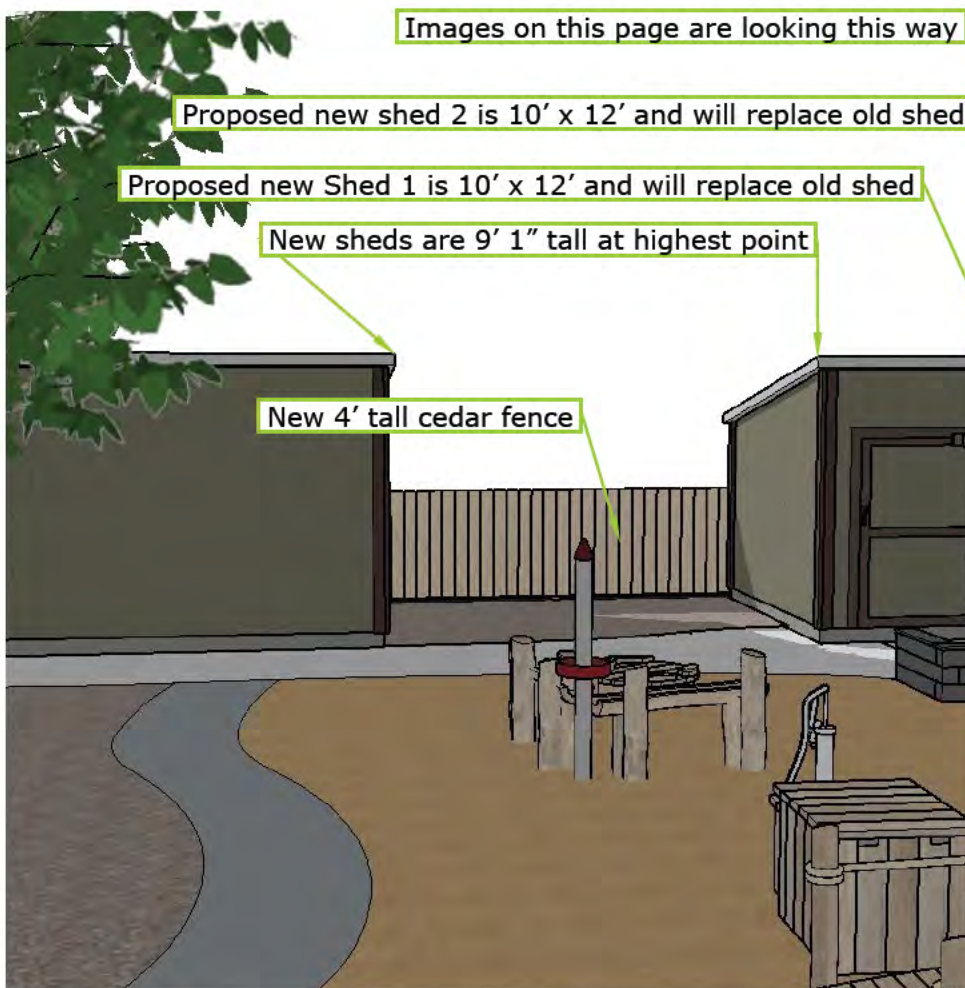


North Area Proposed Changes

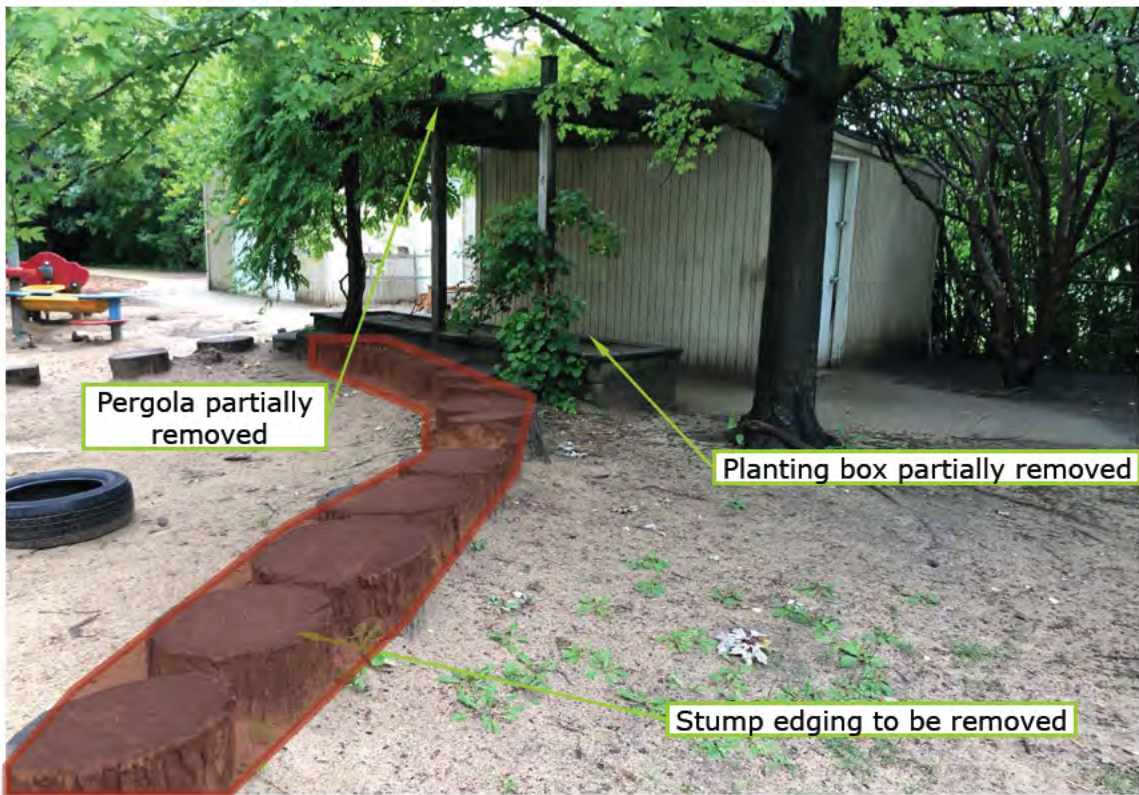


Shed Existing Conditions

Image shows existing site. Red shows what we propose to remove

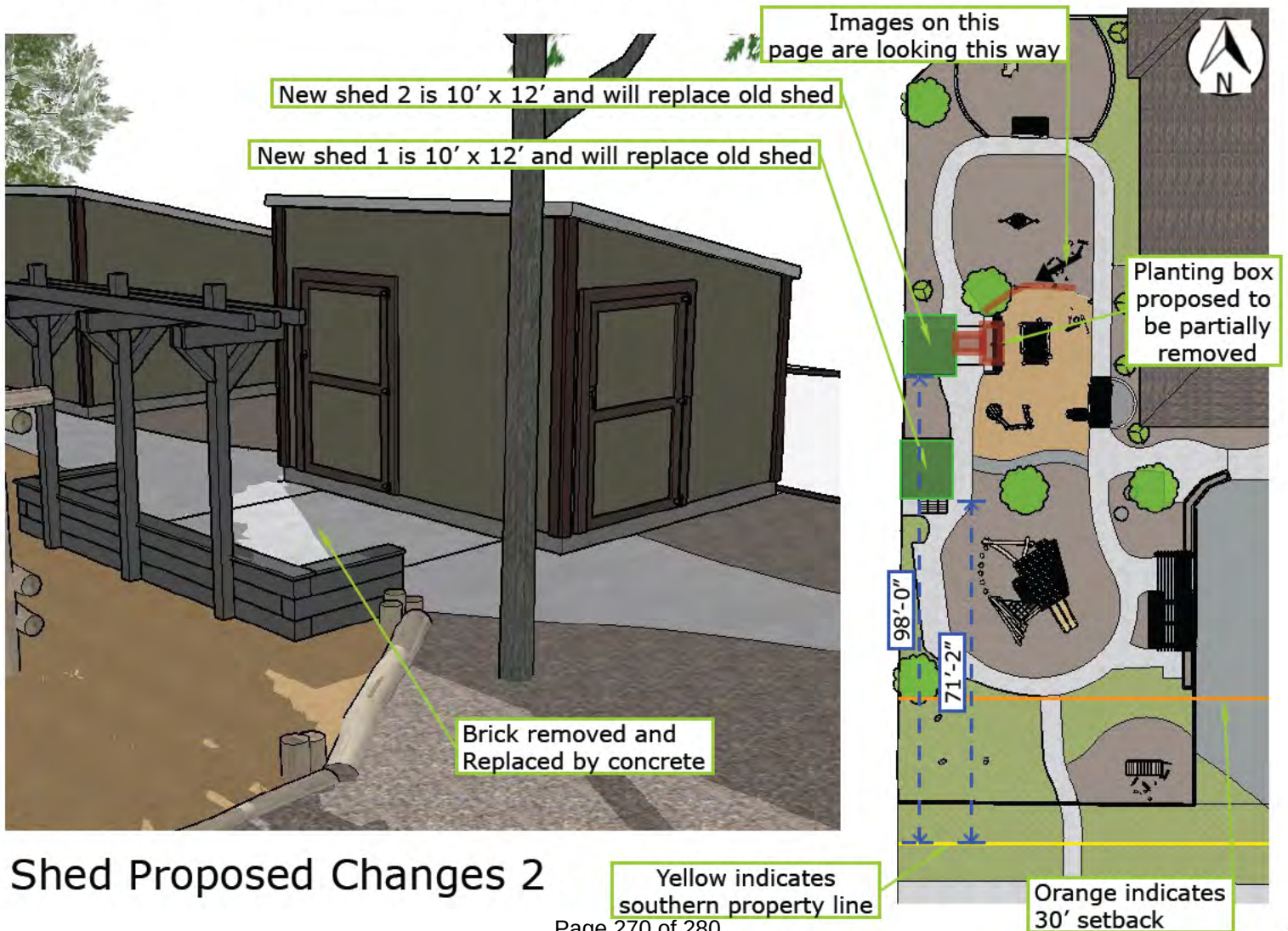


Shed Proposed Changes

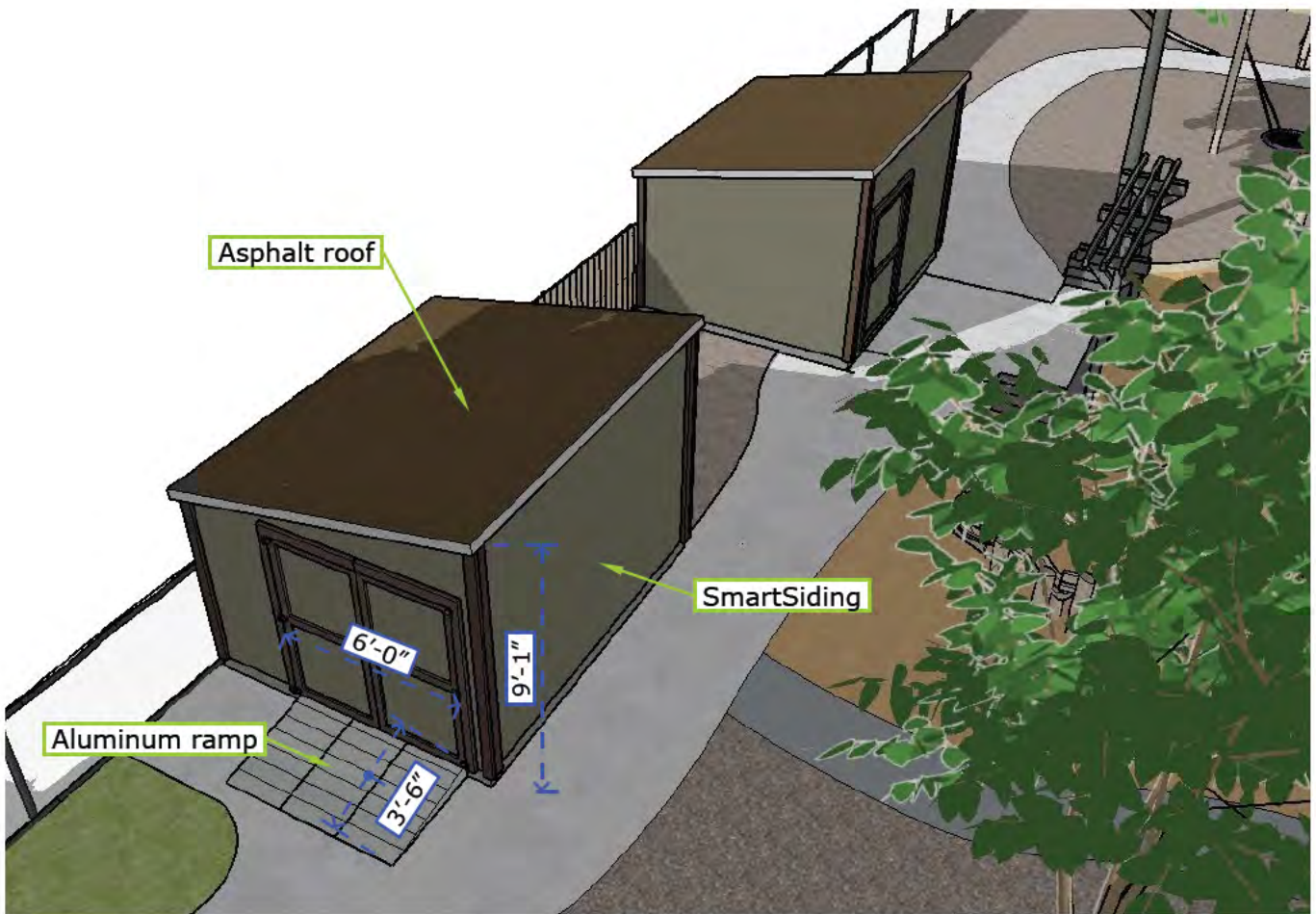


Shed Existing Conditions 2

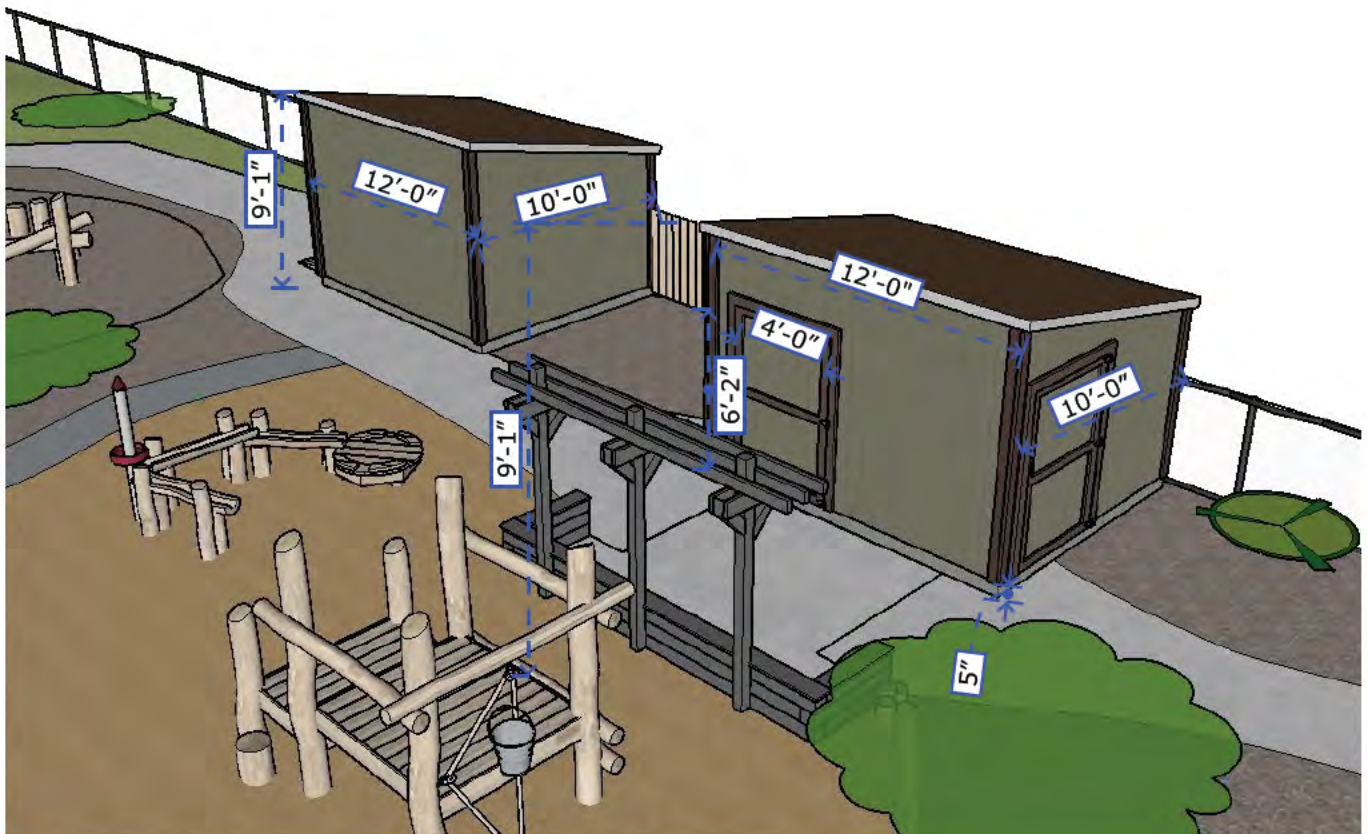
Image shows existing site. Red shows what we propose to remove



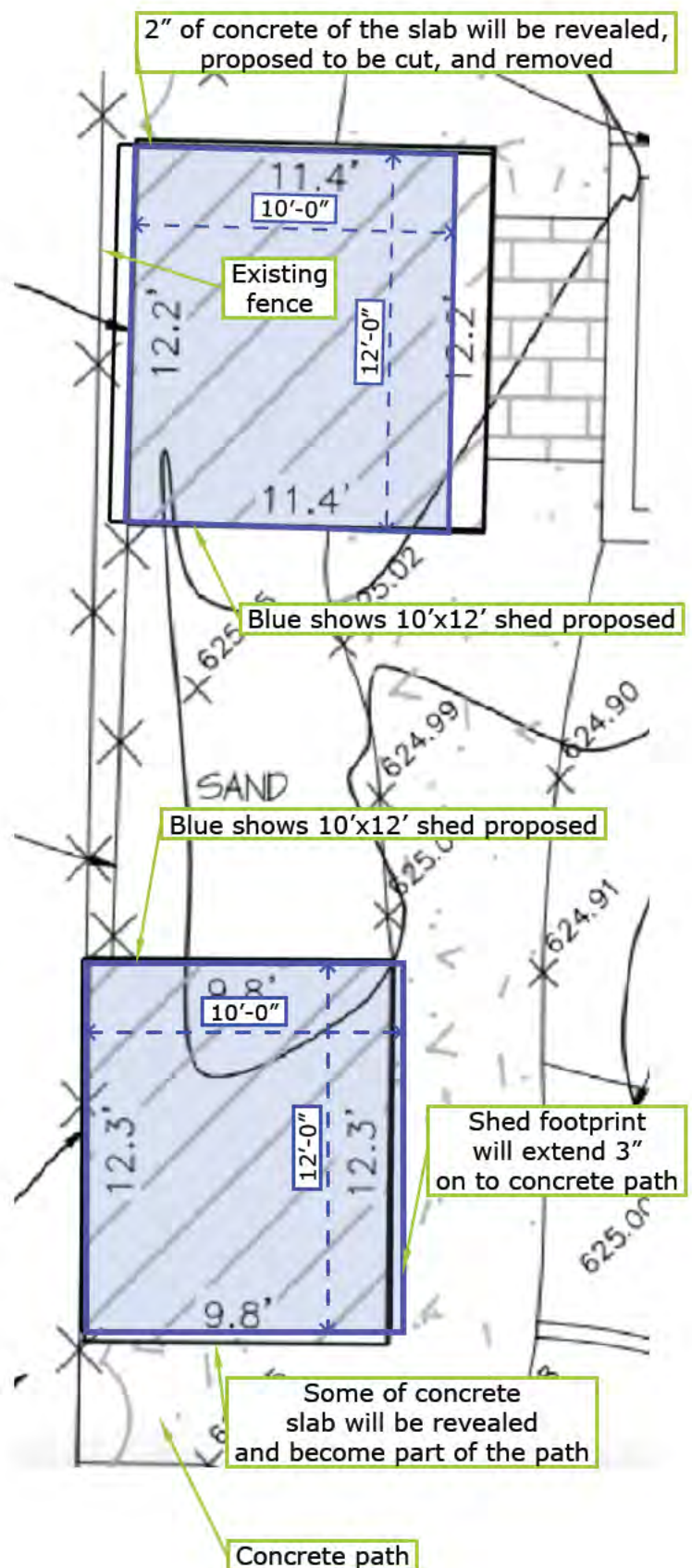
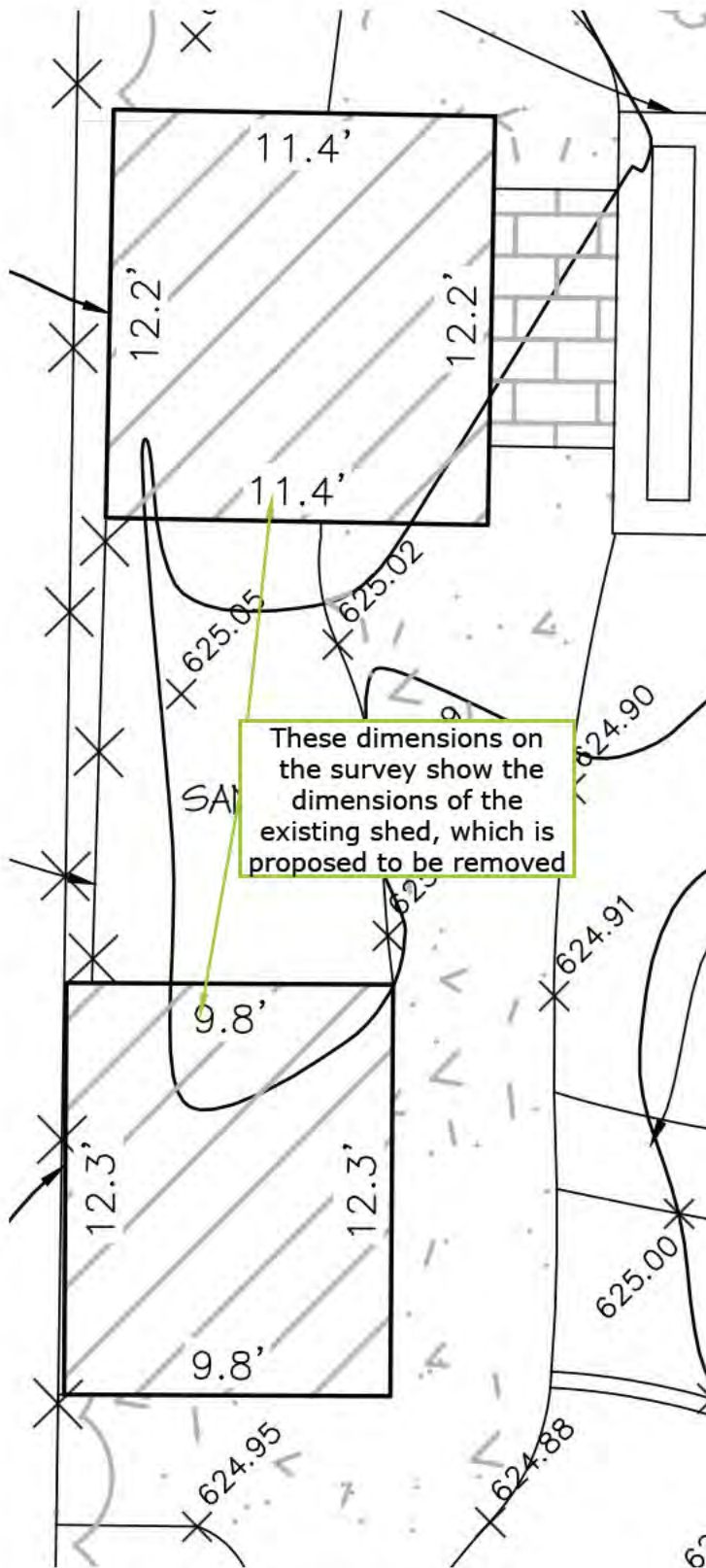
Shed Proposed Changes 2



Shed Proposed Changes 3



Shed Proposed Changes 3



*Reference survey as needed

Shed Proposed Changes Plan View



Brick proposed to be removed
Replaced with concrete

Planter box proposed
to be partially removed

Images on this
page are looking this way

Surfacing Near Shed Existing Conditions

Part of existing pergola to remain

New concrete

New concrete

Part of existing planting bed
To remain

Yellow indicates
southern property line



Orange indicates
30' setback

Surfacing Near Shed Proposed Changes



Past Example Projects GRG has Completed

**WINNETKA ZONING BOARD OF APPEALS SPECIAL MEETING MINUTES EXCERPT
JUNE 11, 2024**

Zoning Board Members Present:

Matt Bradley, Chairman
Mark Haller
Lynn Hanley
Kathryn Leister
Kate Casale MacNally

Zoning Board Members Absent:

Mike Nielsen
Todd Vender

Village Staff:

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

New Cases:

a. Case No. 24-13-SU: 1155 Oak Street - Winnetka Public School Nursery: An application seeking approval of an amendment to an existing ordinance granting a Special Use Permit and Variations that allowed construction of an addition to Carleton Washburne School on the Subject Property, and zoning variations. The requested amendment would allow improvements to the existing Winnetka Public School Nursery playground located at 1155 Oak Street. The variations would permit the proposed improvements to (i) exceed the maximum permitted roofed lot coverage; (ii) provide less than the minimum required front yard setback from Oak Street; and (iii) exceed the maximum permitted height for sheds. The Village Council has final jurisdiction on this request.

Ms. Klaassen explained the background in connection with the requested ordinance amendment and identified the property's location, site photos along with the play equipment to be replaced with new equipment. She also identified wrought iron fencing which would remain. Ms. Klaassen then identified the existing play equipment and the concrete pad and mulch play surface which would be replaced as well as two existing sheds and a pergola that would be reduced in size and repaired. She also identified the location of the proposed four-foot fence. Ms. Klaassen then identified the 20-inch diameter tree to be removed noting the Village Forester agreed with its removal due to its condition and restricted root zone and that a 3-inch diameter large growing shade tree is required to be planted in replacement of the silver maple.

Ms. Klaassen explained the requested zoning relief and the site's existing nonconformities together with the variation percentages being requested. She stated the existing sheds received zoning approval in 2000 to be constructed at a height greater than the permitted height of 7 feet. Ms. Klaassen stated the DRB unanimously recommended approval of the design of the improvements and the Plan Commission reviewed the special use permit and also recommended approval. She noted no public comment was received and that a draft motion for the Board's consideration is included in the packet on page 15. Ms. Klaassen then asked if there were any questions.

Ms. Casale MacNally asked if there were any other bodies that needed to review the proposal other than the Board, the DRB and the Plan Commission. Ms. Klaassen responded there are not. Ms. Casale MacNally then asked if the Board recommended approval, how soon would the item be presented to the Village Council. Ms. Klaassen expected the request to be presented to the Village Council next Tuesday, June 18.

1 Mr. Haller referred to the play equipment illustration and asked if any work is being done north of the
2 sand. The applicant responded there would be a nest swing installed and a prefabricated playhouse as
3 well as a boulder to be moved to the north section between the paths and the fence. Mr. Haller
4 commented he preferred the proposed wood play equipment over the other play equipment installed in
5 playgrounds recently.

6
7 Chairman Bradley then swore in those speaking to this matter. Kate Higley, Board President and Phil Cox,
8 Operations Director with GRG Playscapes, introduced themselves to the Board. Mr. Cox offered to answer
9 the Board's questions. Mr. Haller asked what was the rationale for removing the tree. Mr. Cox stated
10 following discussions with the Village Forester, it was determined that the silver maple has exceeded the
11 growth space with the root system extending through the surface. Ms. Higley indicated the roots may
12 have presented a trip hazard but cannot speak to it for sure. Chairman Bradley stated at the Plan
13 Commission meeting, it was explained that the stump would remain. Mr. Haller explained the reasons
14 why the tree is beneficial for the playground. Chairman Bradley asked where the new tree would be
15 placed, and Mr. Cox identified its possible location to the north of the playground with the potential to
16 grow over time. In response to a statement by another board member, Ms. Hanley stated 1":1" tree
17 replacement is not always required by the Village. Ms. Casale MacNally referred to the Village Forester's
18 comments which stated that a 3-inch caliper tree is the largest caliper tree that is commonly available in
19 the area. Mr. Schoon explained the Village Forester's reasoning in terms of tree replacement. Mr. Haller
20 commented otherwise, the play area looked great.

21
22 Ms. Casale MacNally stated if the request is approved by the Village Council, she questioned the timing of
23 the project. Mr. Cox informed the Board they expect a completion date of August 16, 2024. He explained
24 that they are working with Bulley & Andrews, who is working at the Skokie School, in terms of equipment,
25 staging materials, deliveries, etc. with a possible earlier start date if the Village Council approved the
26 request in June.

27
28 Ms. Hanley referred to the log tunnel and questioned the reasoning for its location. Mr. Cox stated it
29 would be replacing an existing piece of equipment in that location and serve to pull children into other
30 areas on the site to play in decentralized play areas. Ms. Hanley asked if the hedges and landscaping
31 outside of the fencing would remain in terms of privacy. Mr. Cox responded no vegetation on the outside
32 of the fence would be disturbed. Ms. Hanley then asked Ms. Klaassen why the stage did not impact the
33 front yard setback and referred to page 38. Mr. Klaassen and other Board Members confirmed the stage
34 is being replaced with a new piece of equipment setback farther from the front yard line, thus requiring a
35 front yard setback variation not as significant as for the stage being removed. Chairman Bradley asked if
36 there were any other questions.

37
38 Chairman Bradley referred to the sheds and questioned their existing use and height. Ms. Higley
39 responded they are used for storage and supplies and could not speak to their increased height above 7
40 feet. Mr. Cox indicated it may have been the types of sheds offered in the design process. Chairman
41 Bradley asked if the site would be ADA compliant. Mr. Cox stated ADA accessibility was discussed at prior
42 meetings and he could not speak to the priorities over the initial concepts. He noted mulch is considered
43 an ADA accessible play surface. Mr. Cox also noted there will be water play features at a similar height to
44 the existing, which is lower. Ms. Higley noted the playhouse was open on one side and opens to the
45 sidewalk so it would not have a step up in terms of access. Chairman Bradley asked if the playground is
46 used during the summer. Ms. Higley confirmed camp is offered during the summer, but this year due to
47 the project they only offered a 2-week camp, which ends this week. No additional questions were raised
48 at this time. Chairman Bradley then called the matter in for discussion.

1 Ms. Hanley stated she had no problem with the special use request since it is an existing use or the front
2 yard setback variation which would be a reduction from what is there. She also stated she had no problem
3 with the shed height or RLC. Ms. Casale MacNally agreed with Ms. Hanley's comments and commended
4 the applicant on the amelioration of the front yard setback and shed height issues. She also stated the
5 RLC is a de minimus nonconformity and would be in favor of the request. Ms. Leister commented that it
6 is a good plan and agreed with the comments made. She also commented she liked the design features
7 which would be good for the children. Mr. Haller agreed with the comments made. Chairman Bradley also
8 agreed the special use standards have been met as well as the RLC standard but could not, as an individual
9 board member, recommend approval for the higher shed height since no justification was made for the
10 increased height.

11
12 Chairman Bradley asked for a motion to recommend approval of the request as indicated on page nos. 15
13 and 16. A motion to recommend approval was made by Ms. Hanley and seconded by Ms. Casale MacNally.
14 A vote was taken, and the motion unanimously passed, 5 to 0:
15 AYES: Bradley, Haller, Hanley, Leister, Casale MacNally
16 NAYS: None

17 ***
18

ATTACHMENT 3

Winnetka Design Review Board/Sign Board of Appeals Meeting Minutes Excerpt May 16, 2024

Members Present:

Katie Moor, Chairperson
Fritz Duda
Colin Kennedy
Paul Konstant
Maggie Meiners
Heather Niehoff
Michael Ritter

Members Absent:

None

Village Staff:

Ann Klaassen, Assistant, Director of Community
Development
Davorka Kirincic, Building and Code Enforcement
Manager

New Applications:

a. **Case No. 24-13-SU: 1155 Oak Street - Winnetka Public School Nursery: Certificate of Appropriateness to allow improvements to the existing playground located on the west side of The Skokie School and utilized by Winnetka Public School Nursery. The Village Council has final jurisdiction on this request.**

Ms. Klaassen identified the property's location, playground and zoning classification, noting the request is to replace existing equipment. She also referred to the play surface replacement with the same materials – mulch and sand. Ms. Klaassen then referred to the applicant's renderings and stated the request also includes two shed replacements in an area she identified along with a pergola to be repaired and reduced in size. She also identified the mulch play area and sand in an illustration as well as the existing fence to remain. Ms. Klaassen identified the proposed landscape plan and explained the existing nonconforming zoning conditions. She stated the Plan Commission and ZBA would consider the request at their upcoming meetings and referred to the Certificate of Appropriateness considerations the Board is to consider. Ms. Klaassen stated draft recommendations are included on page nos. 22 and 23 of the agenda packet and noted no public comment was received. She then asked if there were any questions.

Ms. Niehoff asked if the proposal was presented to the owner, District 36. Ms. Klaassen confirmed that was and written consent was received from District 36. No additional questions were raised at this time. The Board Members commented that the proposal is great.

Chairperson Moor then asked for a motion to recommend approval. A motion to recommend approval of the Certificate of Appropriateness as indicated on page 22 of the agenda packet was made by Ms. Niehoff and seconded by Mr. Ritter. A vote was taken, and the motion unanimously passed, 7 to 0:

AYES: Duda, Kennedy, Konstant, Meiners, Moor, Niehoff, Ritter

NAYS: None

ATTACHMENT 4

WINNETKA PLAN COMMISSION MEETING MINUTES EXCERPT MAY 22, 2024

Members Present:

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

Members Absent:

Jonathan Alt
Chris Enck

Non-Voting Members Present:

Rob Apatoff

Village Staff:

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

New Applications:

a. **Case No. 24-13-SU: 1155 Oak Street - Winnetka Public School Nursery:** An application seeking approval of an amendment to an existing ordinance granting a Special Use Permit and Variations that allowed construction of an addition to Carleton Washburne School on the Subject Property. The requested amendment would allow improvements to the existing Winnetka Public School Nursery playground located at 1155 Oak Street. The Village Council has final jurisdiction on this request.

Ms. Klaassen provided a summary of the nursery school playground application and identified the proposed improvements. She also identified the property's location and zoning classification and outlined how the request is consistent with zoning and the Comprehensive Plan. Ms. Klaassen referred to site photos and described the playground equipment removal and replacement, play surface improvements and the sheds and pergola replacement. She noted the existing fence would remain and identified the new 4-foot fence to be installed. Ms. Klaassen described the proposed play equipment and landscaping improvements. She noted the Village Forester reviewed the plans and approved one tree's removal and replacement and preservation measures to be taken during construction for the existing trees that are to remain.

Ms. Klaassen stated zoning variations would be considered by the ZBA at a future meeting and noted that the existing improvements are also currently nonconforming. She informed the Commission the Design Review Board reviewed the proposal and recommended approval of the design. Ms. Klaassen stated no public comment was received and a draft motion is included in the packet on page 17. She then asked if there were any questions.

Mr. Subawalla asked for clarification in connection with the use of wood chips versus rubberized surface. Ms. Klaassen stated that it would be best for the applicant to answer that question and referred to the cost of the rubberized play surface. Ms. Kunkle referred to the tree replacement and its diameter and questioned why the 1:1 ratio was not followed. Ms. Klaassen confirmed it is not a 1:1 replacement and

1 the request was approved by the Village Forester. Ms. Kunkle stated the reasoning should be explained.
2 Mr. Schoon informed the Commission if the Village Forester did not believe a 1:1 replacement can be
3 accommodated on the property, it would not be required, and further clarification can be provided. He
4 also referred to tree quality and durability with the Village Forester to confirm if that is a factor in terms
5 of its replacement. No additional questions were raised at this time.
6

7 Chairperson Danley swore in those speaking to this matter. Rebecca Levine, with Winnetka Public School
8 Nursery, and Philip Cox, with GRB Playscapes, introduced themselves to the Commission and offered to
9 answer Commission Member questions.
10

11 Mr. Bradley referred to the 4-foot fence to be located between the sheds. Ms. Levine confirmed it would
12 replace an existing fence and represented a contained play area. Mr. Bradley questioned the timetable
13 and how summer programming would be affected. Ms. Levine responded construction would take place
14 during the summer and noted the preschool leased the playground and interior and exterior space which
15 is used for summer camps. Mr. Cox informed the Commission the certified playground wood chips would
16 be installed at a 12-inch depth and are considered a playground safety surface. He noted the poured-in-
17 place surface is significantly more expensive. Mr. Bradley asked if the project would encompass the
18 school's future ADA needs. Ms. Levine responded the project was not specifically designed for ADA
19 accessibility although children in wheelchairs have been able to enjoy the playground along with the new
20 equipment. Mr. Subawalla questioned the maple tree's canopy which defined the tree root zone. Ms.
21 Levine stated the Village Forester can answer that question and described how the existing tree has
22 outgrown the area.
23

24 Chairperson Danley asked if there were any other questions. No additional questions were raised at this
25 time. Chairperson Danley commended the applicant on the proposal and called the matter in for
26 discussion.
27

28 Ms. Case stated the request is consistent with the Comprehensive Plan and special use permit standards'
29 purpose and she is in support of the request. Mr. Foley stated he is also in support of the request and
30 agreed the equipment needs refreshing. He stated the proposal is the least impactful in comparison to
31 other playground requests they have reviewed. Mr. Bradley agreed the request is consistent with the
32 Comprehensive Plan and the standards although one tree would be lost. Mr. Subawalla stated his only
33 concern related to the loss of one tree and he is otherwise in support. Ms. Kunkle stated her concern
34 related to a further explanation of the tree replacement standard and described the proposal as
35 thoughtfully designed and the least impactful and appreciated the applicant working with the Village
36 Engineer and Village Forester.
37

38 Chairperson Danley asked for a motion to recommend approval. Mr. Foley moved to recommend approval
39 of the request as indicated on page 17 of the agenda packet. Ms. Kunkle seconded the motion. A vote was
40 taken, and the motion unanimously passed, 5 to 0:

41 AYES: Case, Danley, Foley, Kunkle, Subawalla

42 NAYS: None

43 NON-VOTING: Bradley, Apatoff
44
45
