



Village of Winnetka

Village Council Special Meeting

November 12, 2024 at 7:00 PM

Village Hall
510 Green Bay Road

AGENDA

- 1. Call to Order**
- 2. Pledge of Allegiance**
- 3. Public Comments**
- 4. Presentations**
 - a. Hlavacek Florist 100th Anniversary Proclamation
 - b. Eagle Scout Presentation - Jack Rosenthal
- 5. Establishment of Consent Agenda**
- 6. Approval of Consent Agenda**
 - a. Approval of Village Council Minutes
 - i. October 15, 2024 Regular Meeting
 - b. Approval of Warrant List Dated September 23, 2024 – October 4, 2024
 - c. Approval of Warrant List Dated October 7, 2024 – October 18, 2024
 - d. Resolution No. R-82-2024: Indemnification for Use of IDOT Sidewalks Along Illinois Route 131 (Green Bay Road) Between Tower Road and Scott Street Between November 13, 2024 - January 3, 2025 (Adoption)
- 7. Ordinances and Resolutions**
 - a. Ordinance No. M-12-2024: Granting a Variation from the Winnetka Zoning Ordinance to Allow the Construction of an Addition to an Existing Residence Within the R-4 Single Family Residential District (595 Elm Street) (Introduction & Adoption)
 - b. Ordinance No. M-13-2024: Granting a Final Approval of a Planned Development with Certain Zoning Modifications and Exceptions (791 Elm Street) (Public Hearing & Introduction/Adoption)
 - c. Resolution No. R-81-2024: Approving a Final Plat of Consolidation (791 Elm Street) (Adoption)
- 8. Old Business**
 - a. 2025 Proposed Annual Budget Follow Up

NOTICE

Village Council meetings are video recorded. 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.

- 9. New Business**
- 10. Closed Session**
- 11. Adjournment**



PROCLAMATION

WHEREAS, in 1924, the Hlavacek family opened Victor Hlavacek Florist and Greenhouses, and since that time, the fourth-generation family-owned business has proudly served the North Shore community, offering exceptional floral and horticultural expertise; and

WHEREAS, the legacy of Victor Hlavacek Florist and Greenhouses began with Frank Hlavacek Sr., who was born in Czechoslovakia in 1872, studied horticulture, and brought his passion and expertise to the United States in 1906; and

WHEREAS, in 1944, Frank Hlavacek Sr. purchased four acres of land in Wilmette, including the greenhouse of Frank Felke, thereby establishing his own flourishing business and pioneering the introduction of new plant varieties from Europe to the North Shore market; and

WHEREAS, the expansion of Victor Hlavacek Florist and Greenhouses to Winnetka in 1948 marked a milestone, with new hand-crank greenhouses and a retail store at 746 Green Bay Road, becoming a cornerstone of the local community;

WHEREAS, Frank Hlavacek Sr.'s granddaughter, Grace Welter, alongside her sons Bill and Tim Welter, continue to nurture and expand the family legacy, specializing in the cultivation of geraniums, orchids, succulents, and an exquisite array of floral arrangements, seasonal plants, and home and garden accessories;

WHEREAS, Victor Hlavacek Florist and Greenhouses has enriched the Village of Winnetka with a century of botanical artistry, community spirit, and dedication to horticultural excellence;

NOW, THEREFORE, be it proclaimed that the Village of Winnetka celebrates and honors Victor Hlavacek Florist and Greenhouses on its momentous 100th anniversary, recognizing its profound impact on our community and extending heartfelt congratulations to the Hlavacek and Welter family for their enduring commitment to beauty, innovation, and service.

Christopher Rintz, Village President
Dated: November 12, 2024

**MINUTES
WINNETKA VILLAGE COUNCIL
REGULAR MEETING
October 15, 2024**

(Approved: xx)

A record of a legally convened regular meeting of the Council of the Village of Winnetka, which was held at the Council Chambers on Tuesday, October 15, 2024, at 7:00 PM.

- 1) Call to Order. President Rintz called the meeting to order at 7:02 PM. Village Manager Rob Bahan called the roll. Present: Trustees Kirk Albinson, Rob Apatoff, Tina Dalman, Bob Dearborn, Kim Handler and Bridget Orsic. Absent: None. Also present: Assistant Village Manager Kristin Kazenas, Deputy Village Clerk Berina Gradjan, Village Attorney Peter Friedman, Village Forester Andrew Lueck, and approximately 12 persons in the audience.
- 2) Pledge of Allegiance. Trustee Orsic led the group in the Pledge of Allegiance.
- 3) Quorum
 - a) November 1, 2024 All Day Budget Meeting All of the Council members present said they expect to attend.
 - b) November 7, 2024 Regular Meeting – Cancelled.
 - c) November 12, 2024 Special Meeting and Study Session All of the Council members present said they expect to attend.
 - d) November 19, 2024 Regular Meeting All of the Council members present said they expect to attend with the exception of Trustee Apatoff.
- 4) Public Comment.
 - i) Ted Wynnynchenko addresses concerns regarding public and private lakefront land.
- 5) Reports
 - a) Trustees.
 - i) Trustee Dalman commends the ribbon cutting for the grand opening of Hewn Bakery.
 - b) Attorney.
 - c) Manager.
 - i) Village Manager Rob Bahan commends Village staff for their hard work regarding the Popular Annual Financial Report receiving the Award for Outstanding Achievement in Popular Annual Financial Reporting.
 - d) Village President. No report.
- 6) Establishment of the Consent Agenda

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

7) Approval of the Consent Agenda

- a) Approval of Village Council Minutes
 - i. October 1, 2024 Regular Meeting
- b) Approval of the Warrant List Dated September 9, 2024 – September 20, 2024 in the amount of \$618,317.70.
- c) Resolution No, R-75-2024: Approving and Authorizing the Adoption of the Cook County Multi-Jurisdictional Hazard Mitigation Plan (Adoption)
- d) Resolution No. R-77-2024: Waiving Bidding and Approving a Contract with Okeh Electric Company for Electrical Services at the Winnetka Pump Station (Adoption)
- e) Resolution No. R-80-2024: Approving an Agreement with Ankura Consulting Group, LLC for Consulting Services (Adoption)

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

8) Ordinances and Resolutions.

- a) Resolution No. R-76-2024: Approving an Agreement with Gewalt Hamilton Associates, Inc. for Hubbard Woods Streetscape – Phase 1 Study (Adoption)

Assistant Village Engineer Obaid Khalid advises Council of the Village's goal to improve the three business districts, including the Hubbard Woods Business District. The Village decided to engage Teska Associates to develop a streetscape master plan. Teska Associates conducted various community outreach to engage the community input and feedback in developing streetscape design options and presented to proposed streetscape design concept during the June 11, 2024 Council study session.

Mr. Khalid provides information regarding the scope of study, advising Council of the need for a jurisdictional transfer for Green Bay Road should the Village pursue consideration of the design concepts incorporating certain improvements. The jurisdictional transfer would require an IDOT Phase 1 Engineering report for any improvements to Green Bay Road in addition to the report being a requirement should the Village pursue federal or state grants.

Additionally, Mr. Khalid provides the project scope of study consisting of part one, traffic/feasibility study, and part two, the IDOT Phase 1 Engineering report. Council is informed of the proposed schedule, budget overview, proposals received by various professional engineering firms, and matters regarding proposal fees.

Council discusses project costs, fees, matters regarding budgeting, existing conditions of the Hubbard Woods Business District, and IDOT jurisdictional transfers.

Trustee Albinson, seconded by Trustee Dalman, moved to adopt Resolution No. R-76-2024. Ayes: Trustees Albinson, Apatoff, Dalman, Dearborn, Handler, and Orsic. Nays: None. Absent: None.

- b) Resolution No. R-78-2024: Approving a Grant Agreement Between the Village of Winnetka and the Illinois Department of Commerce and Economic Opportunity (Adoption)

Finance Director Tim Sloth advises Council that in 2020, the Village was notified that there were two line item grants for the Village the purpose of costs associated with the

stormwater management improvements for \$16 million, and \$12 million. Mr. Sloth confirms the \$16 million grant was released by the Department of Commerce and Economic Development Opportunity after the completion of the official application and finalized agreement. Now, Council is advised that \$7 million of the \$12 million grant has been released from the Department of Commerce and Economic Development Opportunity after completion of the official application.

Mr. Sloth requests that Council consider adoption of the proposed Resolution to officially approve the grant agreement in anticipation that the \$7 million will be received in the current fiscal year and the remaining \$5 million to be received next year.

Both grants have been dedicated to the storage component of the western stormwater project in addition to funds and grants received from Federal ARPA funding and the MWRD.

President Rintz commends staff for pursuing and being awarded various grants. Additionally, President Rintz commends the contributions State Representative Robyn Gabel.

Trustee Apatoff, seconded by Trustee Orsic, moved to adopt Resolution No. R-78-2024. Ayes: Trustees Albinson, Apatoff, Dalman, Dearborn, Handler, and Orsic. Nays: None. Absent: None.

9) Old Business. None.

10) New Business. None.

11) Appointments: None.

12) Closed Session for the Purpose of Reviewing Closed Session Minutes and Specific Personnel pursuant to Section 2(c)(21) and 2(c)(1) of the Open Meetings Act.

Trustee Dearborn, seconded by Trustee Orsic, moved to adjourn to Closed Session for the purpose of reviewing closed session minutes and specific personnel pursuant to Section 2(c)(21) and 2(c)(1) of the Open Meetings Act and to adjourn the Open Meeting automatically and immediately upon the conclusion of the Closed Session without the conduct of any further business or comments. By roll call vote, the motion carried. Ayes: Trustees Albinson, Apatoff, Dalman, Dearborn, Handler, and Orsic. Nays: None. Absent: None.

The Council adjourned into Closed Session at 7:37 p.m.

13) Adjournment. The Closed Session meeting ended at 7:56 p.m.

Recording Secretary



Agenda Item Executive Summary

TITLE: Approval of Warrant List Dated September 23, 2024 – October 4, 2024

PRESENTER: Robert M. Bahan

AGENDA DATE: November 12, 2024

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

None.

EXECUTIVE SUMMARY:

The Warrant List Dated September 23, 2024 - October 4, 2024.

RECOMMENDATION:

Consider Approving the Warrant List Dated September 23, 2024 - October 4, 2024.

ATTACHMENTS:

None



Agenda Item Executive Summary

TITLE: Approval of Warrant List Dated October 7, 2024 – October 18, 2024

PRESENTER: Robert M. Bahan

AGENDA DATE: November 12, 2024

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

None.

EXECUTIVE SUMMARY:

The Warrant List Dated October 7, 2024 - October 18, 2024.

RECOMMENDATION:

Consider Approving the Warrant List Dated October 7, 2024 - October 18, 2024.

ATTACHMENTS:

None



Agenda Item Executive Summary

TITLE: Resolution No. R-82-2024: Indemnification for Use of IDOT Sidewalks Along Illinois Route 131 (Green Bay Road) Between Tower Road and Scott Street Between November 13, 2024 - January 3, 2025 (Adoption)

PRESENTER: Kristin Kazenas

AGENDA DATE: November 12, 2024

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

The Hubbard Woods Design District merchant group has worked with the Village to bring holiday decorations to the Hubbard Woods business district for the last three years, including snowflake lighting and the #WINNETKA letters. This year, they are creating unique art installations to make Hubbard Woods a festive, holiday destination and encourage shoppers to visit participating businesses.

EXECUTIVE SUMMARY:

The Hubbard Woods Design District requests to install 30 plastic and wooden statues of nutcrackers on the IDOT right of way of the sidewalks along Green Bay Road between Scott Avenue and Tower Road in front of 22 businesses between November 13, 2024 to January 15, 2025.

HWDD Board members will build the nutcracker statues, which will stand 4.5' tall and secured to a sturdy wood base sized 24" x 24" x 24", making each statue 6.5' tall. The statues will be no wider than the 24" wood base. The statues will be placed adjacent to the commercial business entrances in front of participating businesses. They will not block doorways or the customer right of way. Businesses will work with Village staff to ensure the minimum 5' pedestrian walkway between the statues and the curb will be kept clear for pedestrians, strollers, and snow clearing. There will be no lights of any kind on the statues, blinking or otherwise. The statues are not animatronic and there will be no advertising or banners on them. Each nutcracker will be decorated in a unique way by the business in front of where they stand. IDOT will issue a letter of permission to use the sidewalks which requires a resolution of indemnification from the Village Council.

RECOMMENDATION:

Consider approval of Resolution No. R-82-2024: Indemnification for use of IDOT sidewalks Along Illinois Route 131 (Green Bay Road) between Tower Road and Scott Street for HWDD to install 30 nutcrackers between November 13, 2024, to January 15, 2025.

ATTACHMENTS:

1. Resolution No. R-82-2024: Indemnification for Use of IDOT Sidewalks Along Green Bay Road Between Tower Road and Scott Street

2. Nutcracker Example
3. Nutcracker Display Map

RESOLUTION NO. R-82-2024

A RESOLUTION OF INDEMNIFICATION FOR USE OF IDOT SIDEWALKS ALONG ILLINOIS ROUTE 131 (GREEN BAY ROAD) BETWEEN TOWER ROAD AND SCOTT STREET BETWEEN NOVEMBER 13, 2024 – JANUARY 3, 2025

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, the Village of Winnetka desires to have the Hubbard Woods Design District merchant group (hereinafter “*HWDD*”) use the sidewalks along Illinois Route 131 (Green Bay Road) between Tower Road and Scott Street (“*Sidewalks*”) to install thirty nutcracker statues outside of local businesses to celebrate the holidays; and

WHEREAS, the Sidewalks are part of the Illinois Department of Transportation (“*IDOT*”) right-of-way; and

WHEREAS, the HWDD will require use of the sidewalks between November 13, 2024 and January 15, 2025; and

WHEREAS, a five-foot pedestrian walk-way between the nutcracker statues and the curb will be maintained at all times; and

WHEREAS, the Village of Winnetka indemnifies and agrees to hold IDOT and the State of Illinois harmless from liability associated with the use of the Sidewalks; and

WHEREAS, the traffic will not be impacted by the use of the sidewalks for the nutcracker statues;

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 RESOLUTION. The Village Council hereby authorizes and approves this Resolution.

SECTION 3: EFFECTIVE DATE. This Resolution shall be in full force and effect from and after its passage and approval in accordance with law.

[SIGNATURE PAGE FOLLOWS]

ADOPTED this 12th day of November, 2024, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

Signed

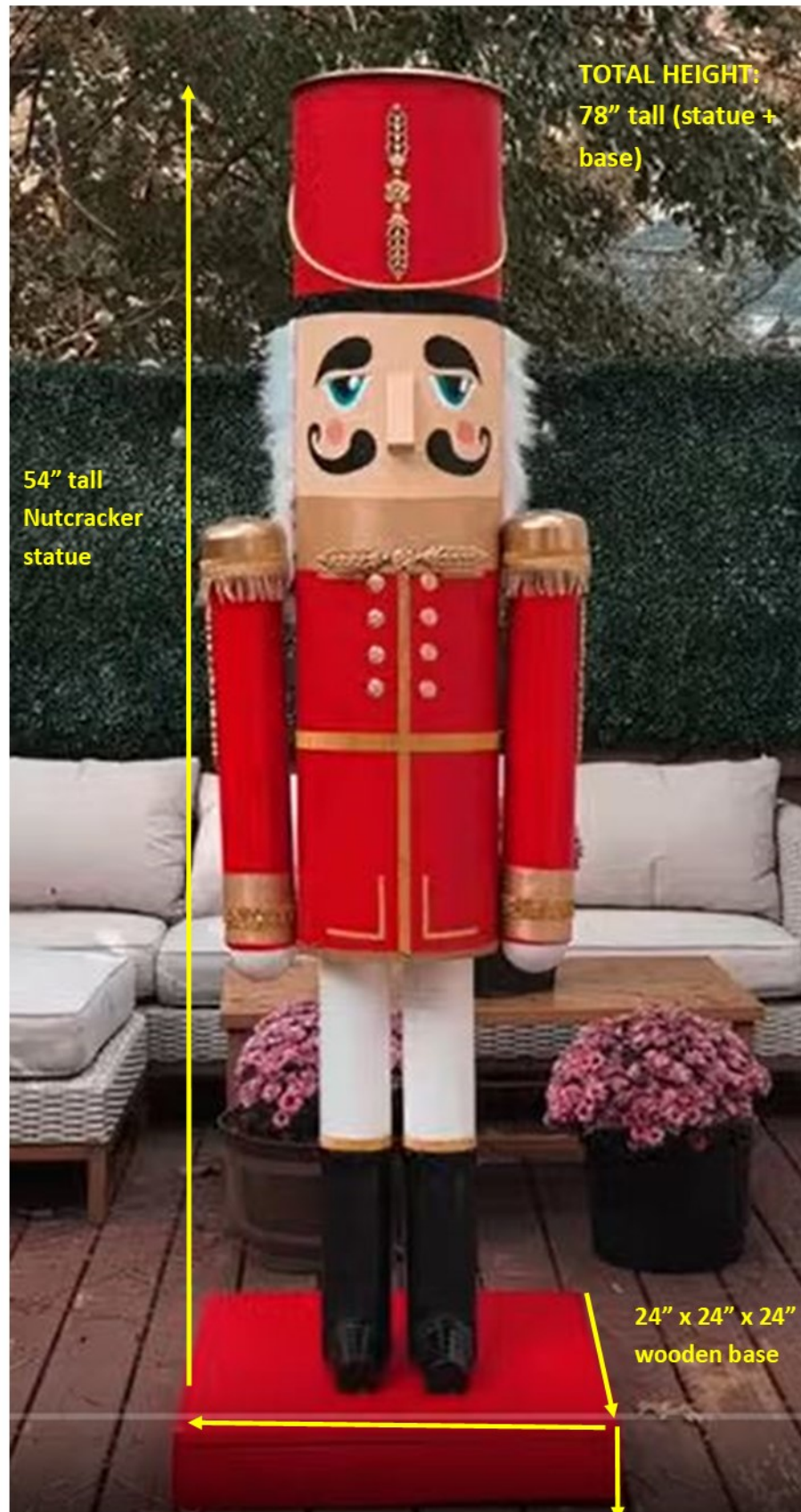
Village President

Countersigned:

Village Clerk

Dimensions of nutcracker statue 2024

Hubbard Woods Design District



Proposed sidewalk location of nutcracker statue 2024

Hubbard Woods Design District



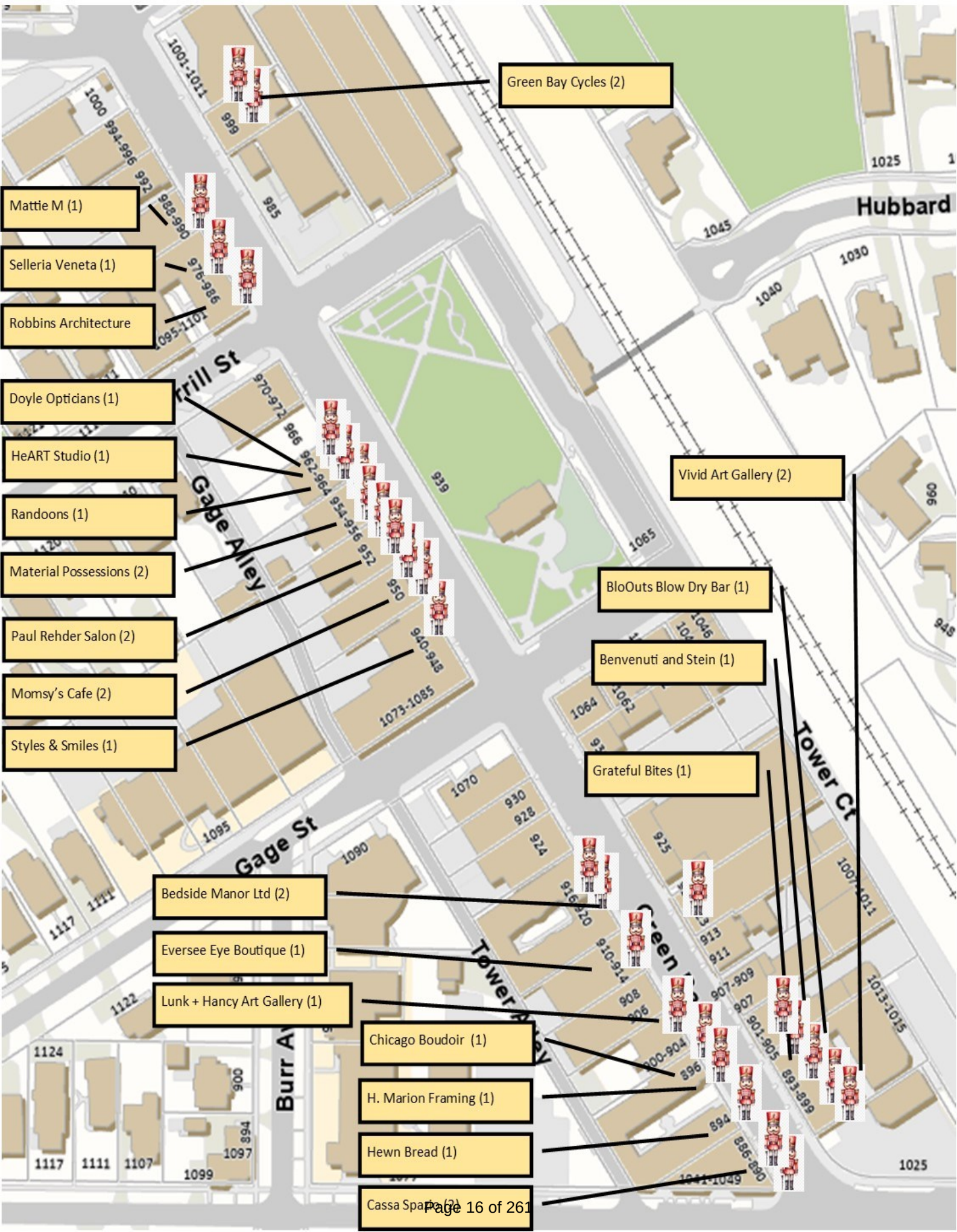
Proposed sidewalk location of nutcracker statue 2024

Hubbard Woods Design District



Proposed location of Nutcrackers in Hubbard Woods 2024

Hubbard Woods Design District





Agenda Item Executive Summary

TITLE: Ordinance No. M-12-2024: Granting a Variation from the Winnetka Zoning Ordinance to Allow the Construction of an Addition to an Existing Residence Within the R-4 Single Family Residential District (595 Elm Street) (Introduction & Adoption)

PRESENTER: David Schoon

AGENDA DATE: November 12, 2024

CONSENT: No

ITEM TYPE: Ordinances and Resolutions

ITEM HISTORY:

None.

EXECUTIVE SUMMARY:

INTRODUCTION

On November 12, 2024, the Village Council is scheduled to consider Ordinance No. M-12-2024 in response to an application submitted by Holly and Jeff Tyson (collectively, the “Applicant”) as the owners of the property located at 595 Elm Street (the “Subject Property”). (**Attachment 1**) The Applicant requests approval of the following zoning variation to allow construction of an addition to the existing residence on the Subject Property:

1. **Side Yard Setback** of 5.98 feet from the west property line, whereas a minimum 12 feet is required, a variation of 6.02 feet (50.17%) [Section 17.30.060 – Side Yard Setback] [Note: The residence currently provides a west side yard setback of 5.98 feet].

The variation is being requested to construct a second-floor bedroom addition over the attached garage of the existing residence, which is legally nonconforming with respect to the side yard setback. Currently, the existing residence maintains a west side yard of 5.98 feet and the Applicant seeks to build a second-floor addition that would maintain but does not extend the existing setback.

In February of this year, the Applicant submitted a Preliminary Property History Study Preparation Request as part of the first step in the Historic and Architecturally Significant Maximum Building Size Bonus review process. The Winnetka Historical Society (WHS) conducted its research on the Subject Property and property ownership in the same month and found that the Subject Property has architectural significance as a well-preserved example of the Georgian Revival style home. The WHS commented that the structure maintains several quintessential elements of the Georgian Revival style including the symmetrical front façade, red brick siding, hip roof, double-hung shuttered windows, and columned porch entrance with the paneled door. -

The Applicant submitted a Historic and Architecturally Significant Maximum Building Size Bonus Application and accompanying Historical and Architectural Impact Study (HAIS) in July of this year which was approved by the Historic Preservation Commission at its August 5, 2024, meeting. The Applicant is pursuing the variation as part of a building permit application to utilize a portion (64.52%) of the additional Gross Floor Area (GFA) granted by the bonus.

ADVISORY BOARD/COMMISSION REVIEW

The Zoning Board of Appeals (ZBA) considered the request on October 14, 2024. **Attachment 2** includes the staff report to the ZBA and the meeting minutes, which summarize the request. There were no public comments received prior to the ZBA meeting or at the meeting. After hearing from the Applicant's architect, the Board discussed the request. The Board's discussion focused on the existing nonconformity and whether an addition could be constructed without a variation being sought. The Board also discussed variation standards one and four, regarding reasonable return to the property owner and adequate light and air to the adjacent property, and how these standards related to the proposal. Ultimately, by a vote of 7-0, the Board recommended approval of the request.

RECOMMENDATION:

Given the ZBA recommendation of approval was unanimous, the Council may wish to (a) consider waiving introduction of Ordinance No. M-12-2024 and consider adoption of the Ordinance, OR (b) consider only introduction of Ordinance No. M-12-2024.

ATTACHMENTS:

1. Ordinance No. M-12-2024: Granting a Variation from the Winnetka Zoning Ordinance to Allow the Construction of an Addition to an Existing Residence
2. October 8, 2024, ZBA Staff Report and Attachments, and, October 14, 2024, ZBA Draft Meeting Minutes

**AN ORDINANCE GRANTING A VARIATION FROM THE
WINNETKA ZONING ORDINANCE TO ALLOW THE CONSTRUCTION
OF AN ADDITION TO AN EXISTING RESIDENCE WITHIN
THE R-4 SINGLE FAMILY RESIDENTIAL DISTRICT
(595 Elm Street)**

WHEREAS, Jeff and Holly Tyson (collectively, “*Applicant*”) are the record title owners of the parcel of real property commonly known as 595 Elm Street in Winnetka, Illinois, and legally described in **Exhibit A** attached to and, by this reference, made a part of this Ordinance (“*Subject Property*”); and

WHEREAS, the Subject Property is approximately 0.3 acres in area and located within the R-4 Single Family Residential District of the Village (“*R-4 District*”) and is improved with a single-family residence (“*Residence*”); and

WHEREAS, the Applicant desires to construct an addition on the second floor of the Residence to expand the primary bedroom (“*Proposed Addition*”), which Proposed Addition would be located above the existing attached garage that is legally nonconforming with respect to the minimum required side yard setback; and

WHEREAS, the Applicant applied for, and was granted, a maximum building size bonus by the Village’s Historic Preservation Commission that allows the Residence to exceed the maximum permitted Gross Floor Area (GFA) by 20%, after it was determined that the Residence is of a historic or architecturally significant nature as provided in Section 17.30.040.H of the Winnetka Zoning Ordinance (“*Zoning Ordinance*”); and

WHEREAS, the 20% bonus granted for the Residence equates to an additional 880 square feet of GFA and the Proposed Addition utilizes 568 square feet of the bonus; and

WHEREAS, pursuant to Section 17.30.060 of the Zoning Ordinance, the minimum required side yard setback for the Subject Property is 12 feet; and

WHEREAS, to construct the Proposed Addition on the Subject Property, the Applicant filed an application for a variation from Section 17.30.060 to allow a side yard setback of 5.98 feet from the west property line (“*Variation*”); and

WHEREAS, on October 14, 2024, after due notice thereof, the Zoning Board of Appeals (“*ZBA*”) conducted a public hearing on the Variation and, by a vote of seven members in favor and zero opposed, recommended that the Council of the Village of Winnetka (“*Village Council*”) approve the Variation; and

WHEREAS, pursuant to Section 17.60.050 of the Zoning Ordinance, the Village Council has determined that: (i) the Variation is in harmony with the general purpose and intent of the Zoning Ordinance and is in accordance with general or specific rules set forth in Chapter 17.60 of the Zoning

Ordinance; and (ii) there are practical difficulties or particular hardships in the way of carrying out the strict letter of the provision or regulation of the Zoning Ordinance from which the Variation has been sought; and

WHEREAS, the Village Council has determined that approval of the Variation for the Subject Property within the R-4 District is in the best interest of the Village and its residents;

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

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

SECTION 2: APPROVAL OF VARIATION. Subject to, and contingent upon, the terms, conditions, restrictions, and provisions set forth in Section 3 of this Ordinance, the Variation from Section 17.30.060 of the Zoning Ordinance to allow the construction of the Proposed Addition on the Subject Property is hereby granted, in accordance with and pursuant to Chapter 17.60 of the Zoning Ordinance and the home rule powers of the Village.

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

- A. **Commencement of Construction.** The Applicant must commence the construction of the Proposed Addition no later than 12 months after the effective date of this Ordinance.
- B. **Compliance with Regulations.** Except to the extent specifically provided otherwise in this Ordinance, the development, use, and maintenance of the Proposed Addition and Subject Property must comply at all times with all applicable Village codes and ordinances, as they have been or may be amended over time.
- C. **Reimbursement of Village Costs.** In addition to any other costs, payments, fees, charges, contributions, or dedications required under applicable Village codes, ordinances, resolutions, rules, or regulations, the Applicant must pay to the Village, promptly upon presentation of a written demand or demands therefor, of all fees, costs, and expenses incurred or accrued in connection with the review, negotiation, preparation, consideration, and review of this Ordinance. Payment of all such fees, costs, and expenses for which demand has been made shall be made by a certified or cashier's check. Further, the Applicant must pay upon demand all costs incurred by the Village for publications and recordings required in connection with the aforesaid matters.
- D. **Compliance with Plans.** The development, use, and maintenance of the Proposed Addition on the Subject Property must be in strict accordance with the plans prepared by Healy M. Rice, PC consisting of three sheets, with a latest revision date of September 12, 2024, copies of which are attached to, and by this reference, made part of this Ordinance as **Exhibit B (“Plans”)**, except for minor changes and site work

approved by the Director of Community Development or the Director of Engineering (within their respective permitting authority) in accordance with all applicable Village codes, ordinances, and standards.

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

SECTION 5: FAILURE TO COMPLY. Upon the failure or refusal of the Applicant to comply with any or all of the conditions, restrictions, or provisions of this Ordinance, in addition to all other remedies available to the Village, the approval granted in Section 2 of this Ordinance will, at the sole discretion of the Village Council, by ordinance duly adopted, be revoked and become null and void; provided, however, that the Village Council may not so revoke the approval granted in Section 2 of this Ordinance unless it first provides the Applicant with two months advance written notice of the reasons for revocation and an opportunity to be heard at a regular meeting of the Village Council. In the event of revocation, the development and use of the Subject Property will be governed solely by the regulations of the applicable zoning district and the applicable provisions of the Zoning Ordinance, as the same may, from time to time, be amended. Further, in the event of such revocation, the Village Manager and Village Attorney are hereby authorized and directed to bring such zoning enforcement action as may be appropriate under the circumstances.

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

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

SECTION 8: EFFECTIVE DATE.

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

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

indemnify the Village for any claims that may arise in connection with the approval of this Ordinance.

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

[SIGNATURE PAGE FOLLOWS]

PASSED this 12th day of November, 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: November 12, 2024

Passed and Approved: _____, 2024

EXHIBIT A
LEGAL DESCRIPTION OF SUBJECT PROPERTY

LOT 1 IN DUNCAN'S CONSOLIDATION OF THE EAST 100 FEET OF THE SOUTH ½ OF THE EAST ½ OF BLOCK 16 (EXCEPT THE NORTH 36.5 FEET THEREOF) IN THE VILLAGE OF WINNETKA (EXCEPT THEREFROM THAT PART FALLING IN SPRICE STREET ON THE NORTH, WALNUT STREET ON THE EAST AND ELM STREET ON THE SOUTH) IN THE NORTHWEST ¼ OF SECTION 21, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

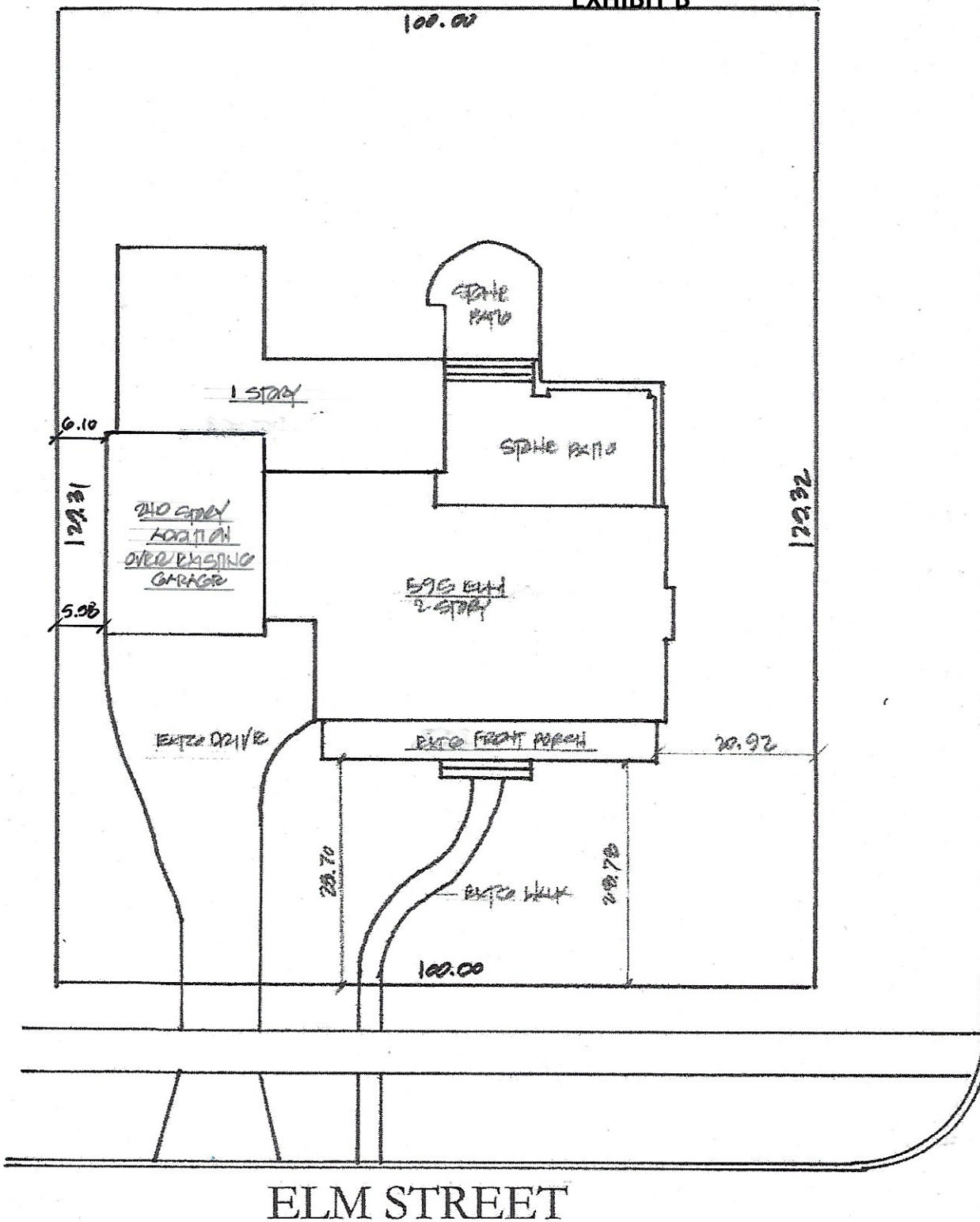
Commonly known as 595 Elm Street, Winnetka, Illinois.

PIN: 05-21-106-013-0000

EXHIBIT B

PLANS

(SEE ATTACHED EXHIBIT B)

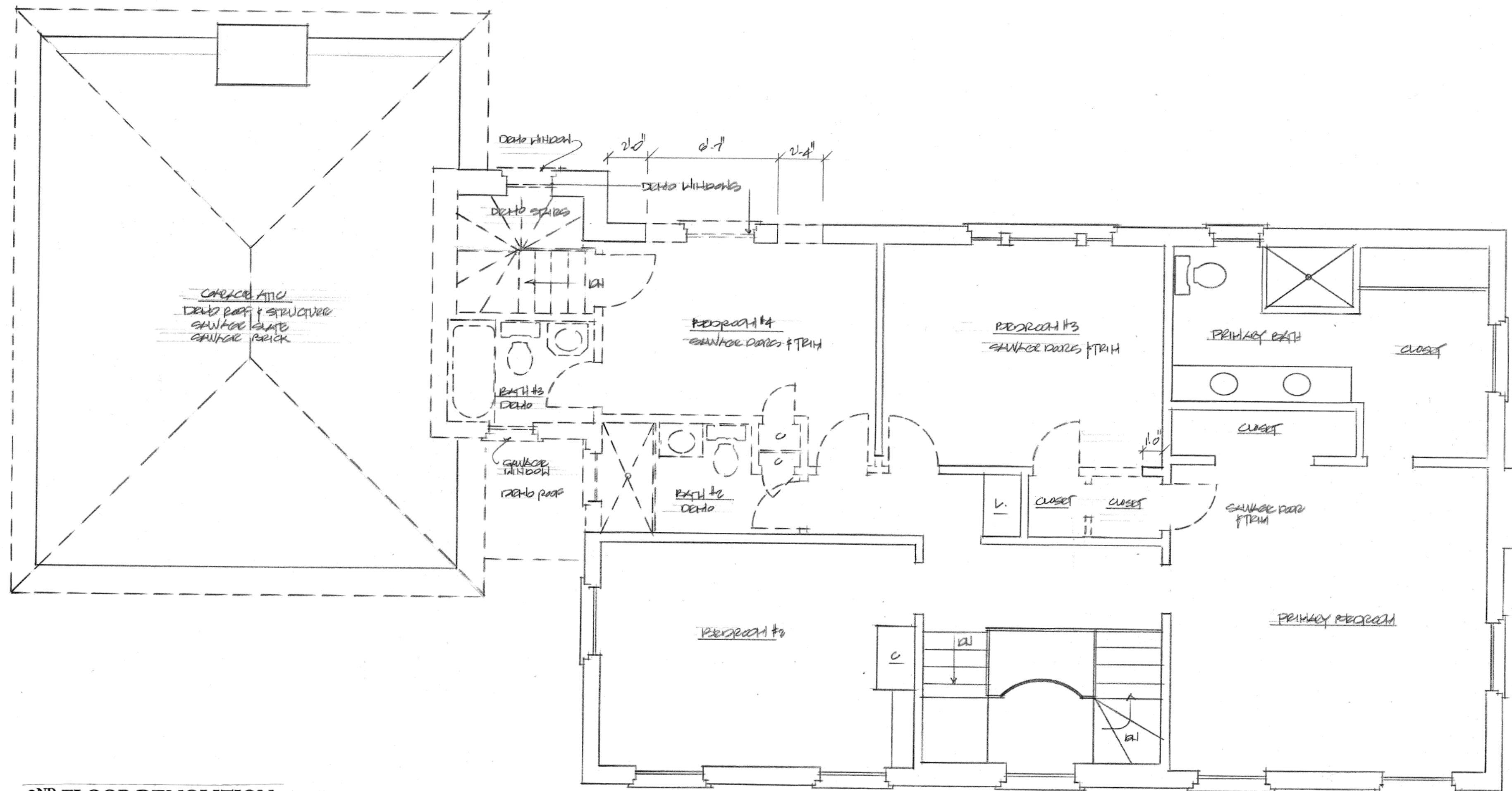


SITE PLAN

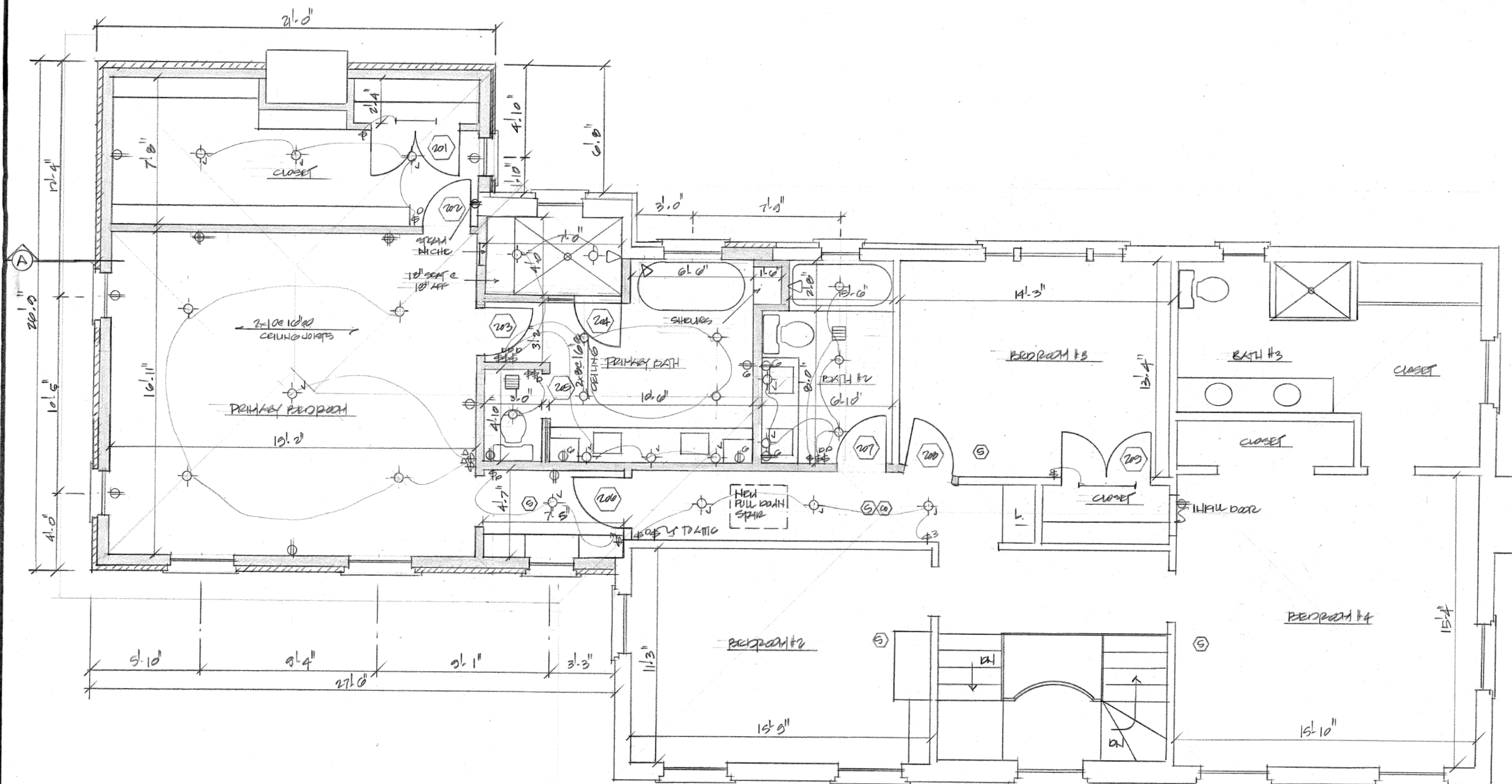
1"=20'-0"

SITework

- GENERAL CONTRACTOR AND SUBCONTRACTORS TO COMPLY WITH AND FOLLOW VILLAGE OF WINNETKA SITE MAINTENANCE REQUIREMENTS (AVAILABLE AT VILLAGE HALL)
- TREES ON THE PROPERTY AND PARKWAY SHALL RECEIVE PROTECTIVE FENCING IN ACCORDANCE WITH VILLAGE OF WILMETTE REQUIREMENTS.
- EXISTING GRADES SHALL REMAIN AS IS
- ALL DISTURBED PARKWAY LAWN AREAS WITHIN THE PUBLIC RIGHT OF WAY SHALL BE



2ND FLOOR DEMOLITION
 1/8" = 1'-0"
 DEMOLITION ---



2ND FLOOR PLAN
 1/8" = 1'-0"
 NEW CONSTRUCTION ---



WALLSECTION A
 3/8" = 1'-0"

ROOF CONSTRUCTION

- SLATE SHINGLES TO MATCH EXISTING
- W.R. GRACE ICE & WATER SHIELD
- 5/8" CDX PLYWOOD ROOF DECK
- 2 x 8 RAFTERS @ 16" O.C.
- 2 x 4 COLLAR TIES @ 48" O.C.
- R-49 CLOSED CELL FOAM INSULATION
- 2 x 10 CEILING JOISTS @ 16" O.C.
- 5/8" DRYWALL CEILING
- 4/4 x 7.25 SMOOTH HARDIE FASCIA
- SMOOTH MDO SOFFIT
- OVERSIZED COPPER GUTTERS/DOWNSPOUTS

EXTERIOR WALL CONSTRUCTION

- BRICK VENEER TO MATCH EXISTING
- 1" AIR SPACE
- STEEL MASONRY TIES @ 24" O.C.
- STAGGER TO SUPPORT NO MORE THAN 3.25 SF
- MEMBRANE FLASHING
- TYVEK BUILDING PAPER
- 1/2" CDX PLYWOOD SHEATHING
- 2 x 6 WALL STUDS @ 16" O.C.
- R-30 CLOSED CELL FOAM INSULATION
- 5/8" DRYWALL

ROOM FINISH SCHEDULE

ROOM	FLOOR	BASE	WALLS	CEILING
FLOOR #1				
GARAGE	EXTG	EXTG	EXTG	PAINT
MUDROOM	EXTG	EXTG	EXTG	EXTG
LAUNDRY	ST	WD2	PAINT	PAINT
FLOOR #2				
PRIMARY BEDROOM	WD1	WD2	PAINT	PAINT
PRIMARY CLOSET	WD1	WD2	PAINT	PAINT
PRIMARY BATH	WD1	WD2	PAINT	PAINT
NEW HALLWAY	WD1	WD2	PAINT	PAINT
LANDING	REF EXTG	PATCH/WD2	PAINT	PAINT
BEDROOM #2	REF EXTG	EXTG	EXTG	PAINT
CLOSET #2	EXTG	EXTG	EXTG	EXTG
BATH #2	ST	WD2	PAINT	PAINT
BEDROOM #3	EXTG	EXTG	EXTG	EXTG
CLOSET #3	PATCH/REF	WD2	EXTG	EXTG
BATH #3	ST	WD2	PAINT	PAINT
BEDROOM #4	EXTG	PATCH	PAINT	PAINT
CLOSET #4	EXTG	EXTG	PAINT	EXTG

- WD1 2 1/2" x 3/4" OAK - STAIN AND 3 COATS WATER BASED POLYURETHANE
- WD2 METRIE #20168
- ST STONE TILE
- PAINT PAINT OVER DRYWALL
- REF EXTG REFINISH EXISTING WOOD FLOOR
- PATCH SALVAGE AND PATCH EXISTING WALLBASE
- PLYWD PLYWOOD SUBFLOOR
- EXTG EXISTING TO REMAIN

INTERIOR WALL CONSTRUCTION

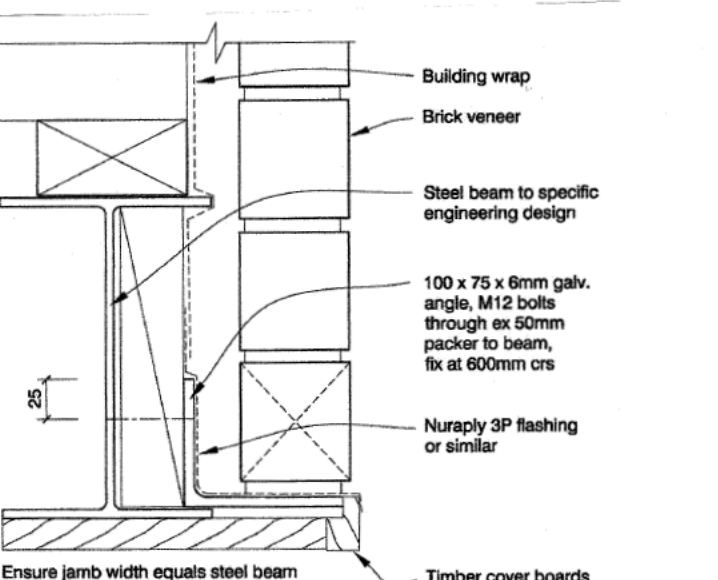
- 2 x 4 WALL STUDS @ 16" O.C.
- 5/8" DRYWALL - BOTH SIDES
- SOUND INSULATION WHERE NOTED

INTERIOR FINISHES

- METRIE #24136CCRPJ CROWN MOLDING AT FLAT CEILINGS
- WINDOW/DOOR CASING TO MATCH EXISTING
- METRIE #20168 WALLBASE

FLOOR CONSTRUCTION

- FINISH FLOOR
- 1/2" T&G PLYWOOD SUBFLOOR
- 11 7/8" TJI/PRO 360 FLOOR JOISTS @ 16" O.C.
- R-30 CLOSED CELL FOAM INSULATION AT RIM
- 5/8" DRYWALL TYPE X CEILING



BEAM SECTION
 NO SCALE

DOOR SCHEDULE

NO.	DESCRIPTION
101	2'-8" x 7'-0" x 1 3/8"
201	2 @ 2'-4" x 6'-8" x 1 3/8"
202	2'-6" x 6'-8" x 1 3/8"
203	2'-6" x 6'-8" x 1 3/8"
204	2'-4" x 8'-0" x 3/8" SHOWER DOOR/SIDELITE
205	2'-4" x 6'-8" x 1 3/8"
206	INSTALL SALVAGED BEDROOM DOOR
207	INSTALL SALVAGED BATHROOM DOOR
208	2 INSTALL SALVAGED BEDROOM DOOR
209	INSTALL SALVAGED CLOSET DOORS

HARDWARE HAND

DESCRIPTION	HAND
PASSAGE	R
DUMMY/BALLCATCH	R
PASSAGE	R
PRIVACY	L
"D"RING	L
POCKET	R
EXTG	R
EXTG	L
DUMMY/BALLCATCH	L

SALVAGE AND REUSE EXISTING DOORS, CASING AND HARDWARE. NEW INTERIOR DOORS TO MATCH EXISTING FOR PAINT FINISH. HINGES TO BE SATIN BRASS. CASING TO BE FLAT STOCK. WITH BACKHAND TO MATCH EXISTING FOR PAINT FINISH. INCLUDE ALLOWANCE OF \$125.00/EA FOR NEW INTERIOR DOOR HARDWARE. INCLUDE \$3,000.00 ALLOWANCE FOR SHOWER DOOR #201. HARDWARE FINISH TO MATCH PLUMBING FIXTURES.

ELECTRICAL SCHEDULE

- DUPLEX OUTLET
- QUADRAPLEX OUTLET
- SEPARATE CIRCUIT OUTLET
- GROUND FAULT CIRCUIT INTERRUPTER
- RECESSED LIGHT FIXTURE
- 1-BOX FOR OWNER FURNISHED LIGHT FIXTURE
- LED STRIP LIGHT
- SINGLE TOGGLE SWITCH
- 3-WAY SWITCH
- ELECTRONIC DIMMER SWITCH
- HARDWIRED SMOKE DETECTOR
- EXHAUST FAN - PANASONIC FV-20VQ3
- CARBON MONOXIDE DETECTOR

TYSON RESIDENCE
 595 ELM ST.
 WINNETKA, IL. 60093

HEALY M. RICE PC
 WILMETTE, IL. 60091

DATE 12 SEPT 24
 REVISED

SHEET 2 OF 3



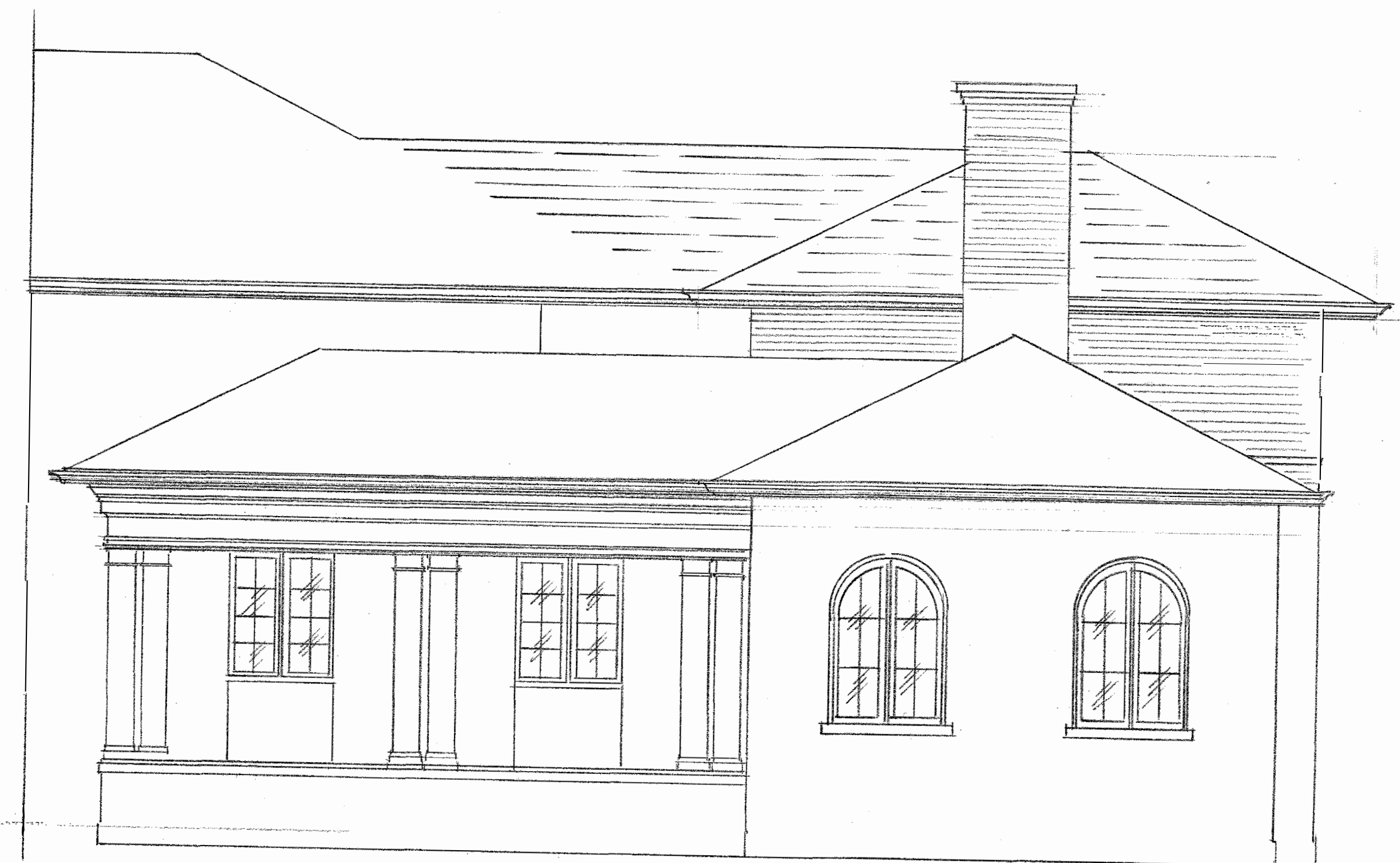
SOUTH ELEVATION

1/4" = 1'-0"



WEST ELEVATION

1/4" = 1'-0"



NORTH ELEVATION

1/4" = 1'-0"

TYSON RESIDENCE
595 ELM ST.
WINNETKA, IL. 60093

HEALY M. RICE, PC
[REDACTED]
WILMETTE, IL. 60091

DATE 8 AUG 24
REVISED

SHEET 3 OF 3

EXHIBIT C

UNCONDITIONAL AGREEMENT AND CONSENT

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

WHEREAS, Jeff and Holly Tyson (collectively, "***Applicant***") are the record title owners of the parcel of real property commonly known as 595 Elm Street in Winnetka, Illinois, and legally described in **Exhibit A** attached to and, by this reference, made a part of this Ordinance ("***Subject Property***"); and

WHEREAS, the Subject Property is approximately 0.3 acres in area and located within the R-4 Single Family Residential District of the Village ("***R-4 District***") and is improved with a single-family residence ("***Residence***"); and

WHEREAS, the Applicant desires to construct an addition on the second floor of the Residence to expand the primary bedroom ("***Proposed Addition***"); and

WHEREAS, to construct the Proposed Addition on the Subject Property, the Applicant filed an application for a variation from Section 17.30.060 to allow a side yard setback of 5.98 feet from the west property line ("***Variation***"); and

WHEREAS, Ordinance No. M-12-2024, adopted by the Village Council on November ___, 2024 ("***Ordinance***"), grants the Variation; and

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

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

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

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

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

Dated: _____, 2024

ATTEST: **JEFF TYSON**

By: _____

ATTEST: **HOLLY TYSON**

By: _____



MEMORANDUM VILLAGE OF WINNETKA

COMMUNITY DEVELOPMENT DEPARTMENT

TO: ZONING BOARD OF APPEALS
FROM: CHRISTOPHER MARX, ACIP – ASSOCIATE PLANNER
DATE: OCTOBER 8, 2024
SUBJECT: 595 ELM STREET – VARIATION (CASE NO. 24-20-V2)

INTRODUCTION

On October 14, 2024, the Zoning Board of Appeals is scheduled to hold a public hearing on an application submitted by Jeff and Holly Tyson (collectively the “Applicant”), as the owners of the property located at 595 Elm Street (the “Subject Property”). The Applicant requests approval of the following zoning variation to allow construction of an addition to the existing residence on the Subject Property:

1. **Side Yard Setback** of 5.98 feet from the west property line, whereas a minimum 12 feet is required, a variation of 6.02 feet (50.17%) [Section 17.30.060 – Side Yard Setback] [Note: The residence currently provides a west side yard setback of 5.98 feet].

A mail notice was sent to property owners within 250 feet of the Subject Property in compliance with the Zoning Ordinance. The hearing was properly noticed in the *Winnetka Talk* on September 26, 2024. As of the date of this memo, staff has not received any written comment from the public regarding this application.

The Village Council has final jurisdiction on this request as only the Council has the authority to grant a variation to reduce a required side yard setback for a principal building by more than 50% of the required setback.

PROPERTY DESCRIPTION

The Subject Property, which is approximately 0.3 acres in size, is located on the northwest corner of the intersection of Elm Street and Walnut Street and contains an existing two-story residence with an attached garage (see Figure 1). The property is zoned R-4 Single Family Residential, and it is surrounded by the same. (see Figure 2).

The Comprehensive Plan designates the Subject Property as appropriate for single family residential development. The zoning of the property is consistent with the Comprehensive Plan.

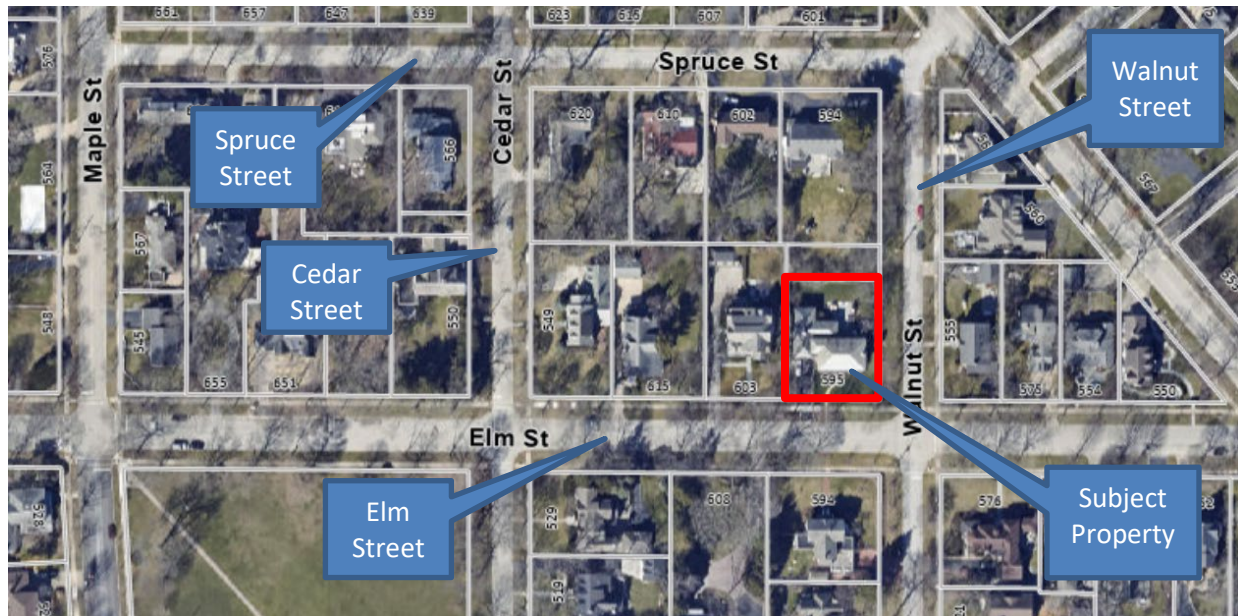


Figure 1 – Aerial Map

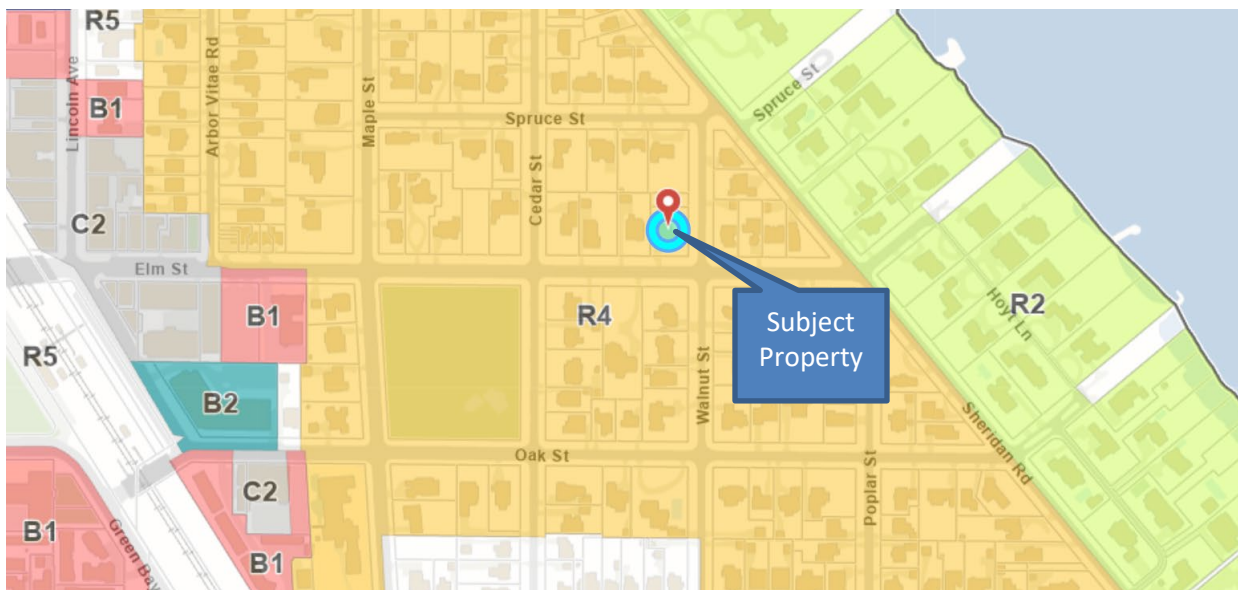


Figure 2 – Zoning Map

PROPERTY HISTORY AND PREVIOUS ZONING APPLICATIONS

The house was constructed in 1922 with subsequent additions built in 1968 and 2002. There is one (1) previous zoning case on file, which occurred prior to the Applicant acquiring the Subject Property. In 1967, ZBA Case No. 987 was approved granting a variation to provide less than the minimum required corner yard setback to allow an addition to the existing residence.

The Applicant acquired the property in July of 2020 and received minor building permits for a rear patio, outdoor fireplace, and covered front porch. On August 5, 2024, the property was granted a Maximum Building Size Bonus by the Historic Preservation Commission (HPC) that allows the house to exceed the maximum permitted Gross Floor Area (GFA) by 20%. In this instance the 20% bonus equates to an additional 880 square feet of GFA. The proposed addition that is the subject of this variation application utilizes 568 square feet of the bonus (64.52%). So, there is an additional 312 square feet remaining of the

GFA bonus. It is also worth noting that in accordance with Chapter 15.53 Maximum Building Size Bonus of the Village Code, the Director of Community Development has considered the proposed addition and has determined that it will retain and respect the Critical Exterior Historical or Architectural Features as determined by the HPC. Those features include: (i) the existing first-floor arched windows of the residence; (ii) the symmetrical nature of the main block of the front of the residence; (iii) the red brick exterior façade of the residence; and (iv) the hipped roof of the residence.

Figure 3 below is a current photo of the Subject Property.



Figure 3 – Subject Property - Front Elevation (Elm Street)

PROPOSED PLAN

The variation is being requested in order to construct an addition on the second floor of the existing residence. The proposed addition would be located above the existing attached garage that is legally nonconforming with respect to the minimum required side yard setback. The proposed addition would consist of a primary bedroom suite. Currently, the second floor consists of a primary suite, two other bedrooms and a hall bathroom, and a fourth bedroom that serves as a secondary suite that also has a staircase down to the first floor level. The proposed plan would include converting the fourth bedroom into a new primary bathroom, and the primary bedroom and closet addition above the existing nonconforming garage. The second-floor addition would measure approximately 607 square feet. Approximately 13 square feet of the proposed addition would cantilever over the existing secondary entrance between the garage and the main portion of the residence. Therefore, in total the proposed addition represents an increase of approximately 620 square feet of gross floor area. With the exception of the side yard setback, the proposed addition complies with the zoning regulations.

Excerpts of the proposed site plan, floor plan, and building elevations are provided on the following pages as Figures 4 through 7. The complete set of plans is provided in the application materials (**Attachment B**).

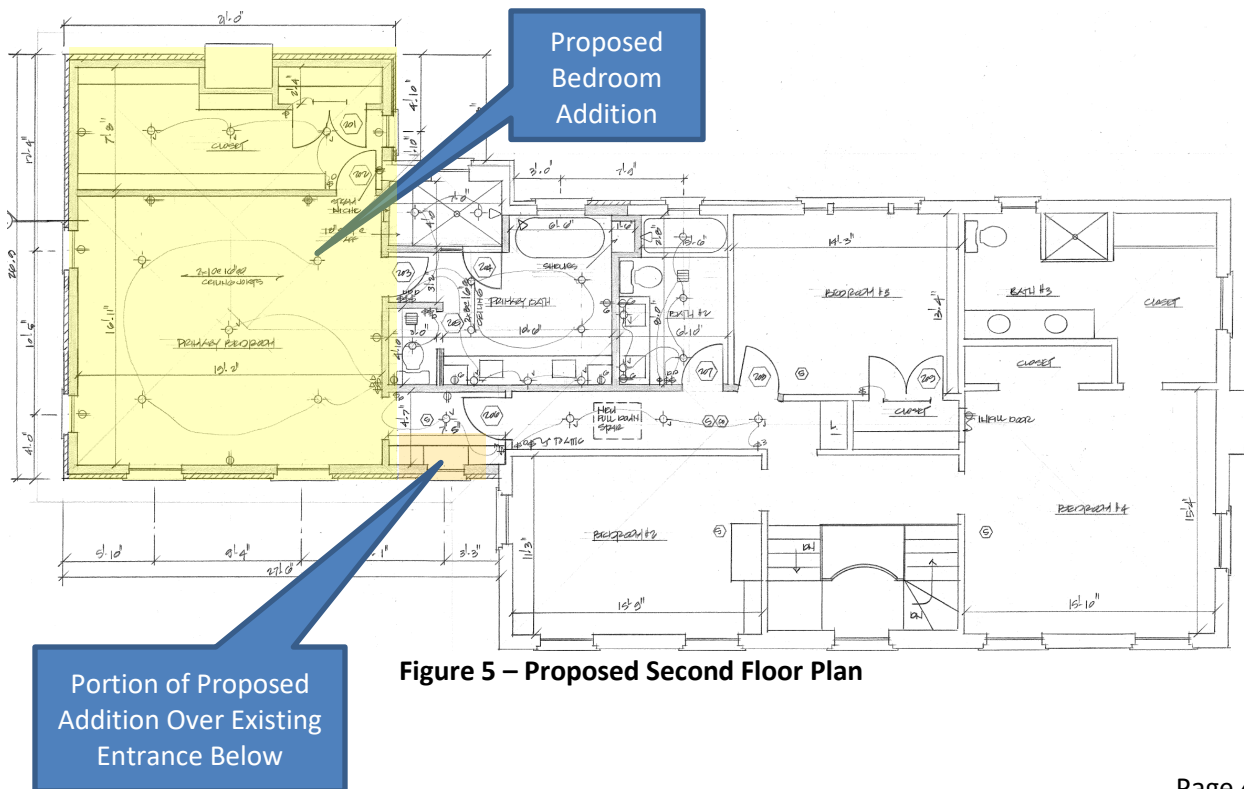
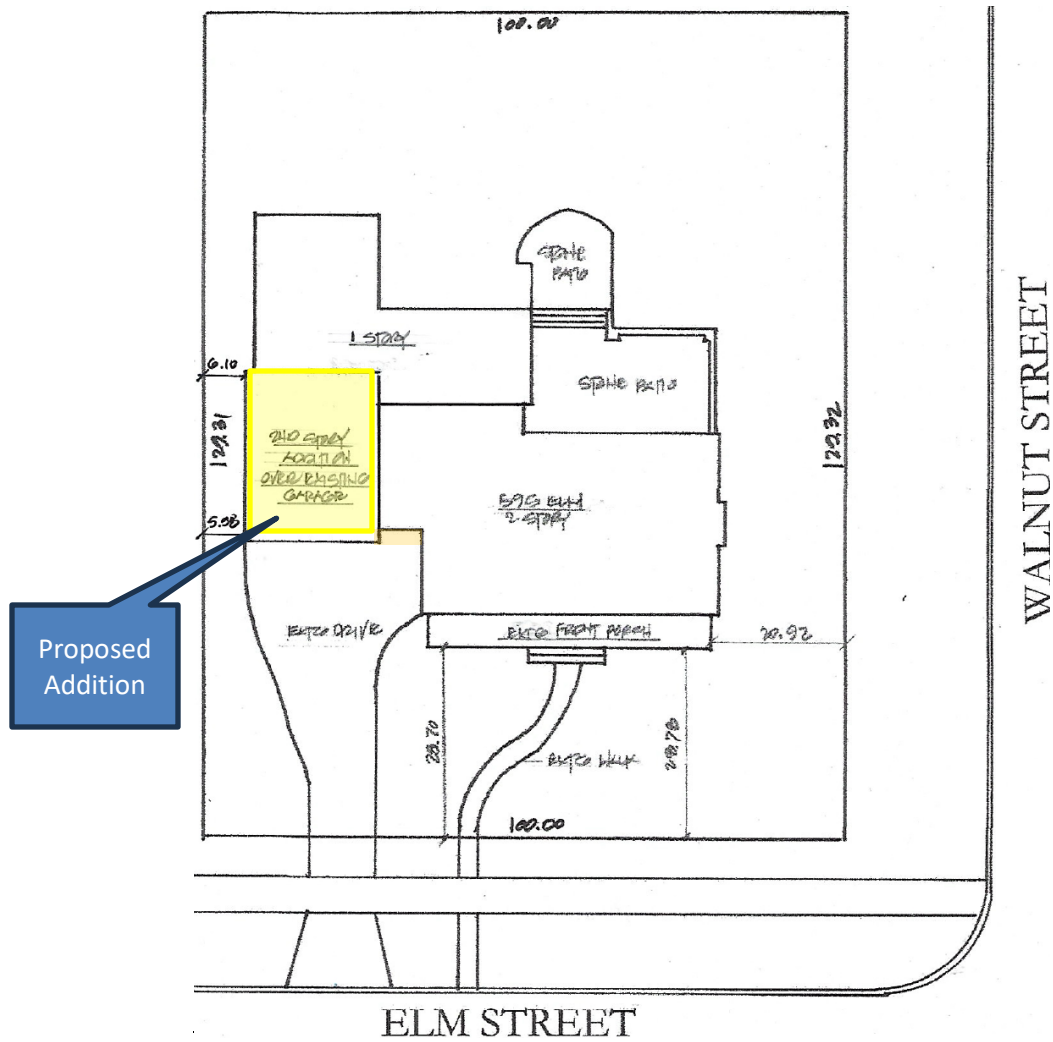




Figure 6 – Proposed Front (South) Elevation

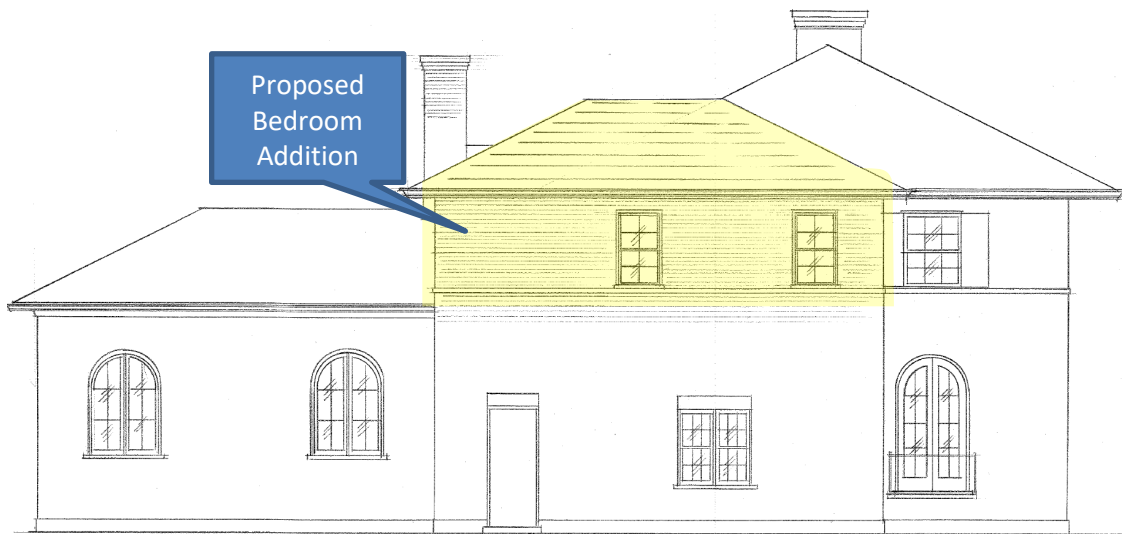


Figure 7 – Proposed Side (West) Elevation

The proposed improvement does not include any additional impermeable lot coverage. However, upon submittal of the building permit for the proposed addition, Village Engineering staff will review the permit for compliance with the Village stormwater regulations to verify stormwater is being managed on-site.

Figure 8 below represents the Subject Property's proximity to the floodplain; the cyan represents the 100-year flood area.

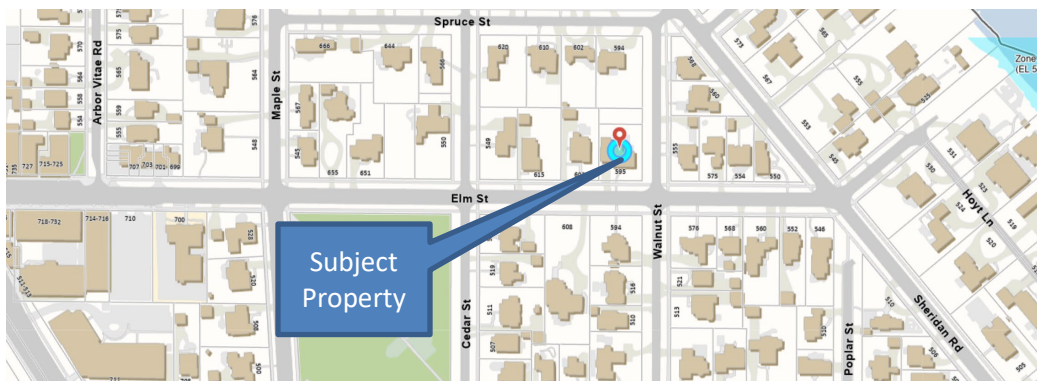


Figure 8 - GIS Floodplain Map

REQUESTED ZONING RELIEF

The attached Zoning Matrix highlights the existing lot and the proposed improvement's compliance with the R-4 zoning district (**Attachment A**). One variation is being requested to allow the proposed addition to provide a side yard setback of 5.98 feet from the west property line, whereas a minimum setback of 12 feet is required, a variation of 6.02 feet (50.17%). The existing residence is legally nonconforming with respect to the minimum required side yard setback as it currently provides a side yard setback of 5.98 feet from the west property line, encroaching the minimum required setback of 12 feet by 6.02 feet. The proposed second floor addition would be a vertical expansion of the existing nonconforming side building wall.

FINDINGS

Section 17.60.040 of the Zoning Ordinance lists eight variation standards that the Board must find a variation application meets. The Applicant has supplied as part of their application materials a narrative addressing how this proposal meets these standards.

After hearing from the Applicant, and the public, the Board may decide to act on one of two options:

1. Continue the public hearing to a specific date to provide the Applicant and/or staff with additional time to address questions and comments from the Board; or
2. Consider a motion recommending approval or denial of the variation. If the ZBA is prepared to make a recommendation to the Village Council regarding the requested relief, a ZBA member may wish to make a motion recommending approval or recommending denial based upon the following:

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

- A. Side Yard Setback of 5.98 feet from the west property line, whereas a minimum of 12 feet is required, a variation of 6.02 feet (50.17%) [Section 17.30.060 – Side Yard Setback].

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

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

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

7. The congestion in the public street will not increase.
8. The public health, safety, comfort, morals, and welfare of the inhabitants of the Village will not otherwise be impaired.

ATTACHMENTS

Attachment A: Zoning Matrix

Attachment B: Application Materials

ATTACHMENT A

ZONING MATRIX						
ADDRESS: 595 Elm Street						
CASE NO: 24-20-V2						
ZONING: R-4						
ITEM	REQUIREMENT	EXISTING	PROPOSED	DIFFERENCE BETWEEN	ZONING CODE COMPLIANCE (3)	
Min. Lot Size	12,600 SF	12,932 SF	N/A	N/A	OK	
Min. Average Lot Width	70 FT	100 FT	N/A	N/A	OK	
Min. Lot Depth	120 FT	129.31 FT	N/A	N/A	OK	
Max. Roofed Lot Coverage	3,491.64 SF (1)	2,962.4 SF	2,975.76 SF	13.36 SF	OK	
Max. Gross Floor Area	5,281.68 SF (2)	4,348.44 SF	4969.36 SF	620.92 SF	OK	
Max. Impermeable Lot Coverage	6,466 SF (1)	5,379.54 SF	5,379.54 SF	0 FT	OK	
Min. Front Yard (Elm/South)	30 FT	35.03 FT	35.03 FT	0 FT	OK	
Min. Corner Yard (Walnut/East)	28 FT	19.92 FT	19.92 FT	0 FT	EXISTING NONCONFORMING	
Min. Side Yard (West)	12 FT	5.98 FT	5.98 FT	0 FT	6.02 FEET (50.17%) VARIATION	
Min. Rear Yard (North)	19.4 FT	32.02 FT	32.02 FT	0 FT	OK	
NOTES:						
(1) Based on lot area of 12,932 square feet.						
(2) Based on lot area of 12,932 square feet, and granted Historic and Architecturally Significant Maximum Building Size Bonus of 20%.						
(3) Variation amount is the difference between proposed and requirement.						

VILLAGE OF WINNETKA, ILLINOIS
DEPARTMENT OF COMMUNITY DEVELOPMENT

ZONING VARIATION APPLICATION



Case No. _____

Property InformationSite Address: 595 Elm St.Owner InformationName: Holly and Jeff Tyson

Address: _____

City, State, Zip: Winnetka, IL 60093

Email: _____

Primary Contact: Jeff Tyson

Phone No. _____

Date property acquired by owner: 06/01/2020Architect InformationName: Healy M. RicePrimary Contact: Healy Rice

Address: _____

City, State, Zip: Winnetka, IL 60091

Phone No. _____

Email: _____

Attorney Information

Name: _____

Primary Contact: _____

Address: _____

City, State, Zip: _____

Phone No. _____

Email: _____

Nature of any restrictions on property: none known

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

Side yard setback to build over existing non-conforming west wall

Property Owner Signature _____

Date: 08/12/2024

**Holly and Jeff Tyson
595 Elm Street
Winnetka, IL. 60091**

Request for Zoning Variation

595 Elm Street is located on the north side of Elm at the corner of Elm and Walnut Streets. We have lived in our home since 2020 and are seeking side yard setback variation of 5.96 feet to meet the average of 5.98 and 6.10 existing setbacks, in order to build a second story addition over our existing legally non-conforming garage. Lot coverage and remaining setbacks are all conforming. We applied for and received the Historic Home Bonus, as such the addition square footage will be conforming with this additional 20% bonus. We sought the Historic Approval first as without it, the addition would not be possible without a FAR bonus also.

We seek this variation due to unique circumstances, hardship, and practical difficulty. The home was remodeled in 2002 by previous owners. They constructed a large kitchen and family room addition on the rear of the house, and also expanded the garage west to the minimum 6.00 foot setback that was conforming at that time. The Village ordinance has since changed and the side yard setback for lot widths at and above 100.00 feet wide is now 12.00 feet. We are proposing to add above the existing garage to create a new primary suite. The west side of the addition would be built over the existing garage wall below. We are going no closer to the west property line than already exists, and as noted above, this is a condition not created by us that was conforming when the garage was constructed.

The previous addition did not change anything on the second floor of the home which is what we hope to address. We considered various options to improve the bedroom, bathroom and closet space on the second floor and feel this location is the best solution for the following reasons:

1. The kitchen addition is below the north wall of the second floor; the kitchen and family room ceilings are 10'-0" feet high where the rest of the first floor is 8'-6", making the transition from the second floor over that space more challenging.
2. The garage location is most efficient location from a circulation standpoint and impacts the least of the existing bedroom spaces.
3. The footprint of the garage is ideal for the new primary bedroom, closet and bathroom we hope to add.
4. The current 4th bedroom is basically a hallway to back stairs and doesn't really function as a bedroom. We will remove the back staircase and repurpose that area as a new primary bathroom and larger hall bathroom for two family bedrooms.

The only home that is impacted by our proposed addition is our neighbor to the west. There is ample separation between our two homes and we are going no closer than currently exists. The hipped roof shape angles away from their home to minimize bulk and maximize light onto their property. There is also landscaping between the homes to help screen and soften the addition. To the north and south, both homes are well away from our house, across Elm St. and much closer to the corner of Spruce and Walnut behind us.

The proposed zoning relief does not alter the essential character of the neighborhood and will be consistent with the goals, objectives, and policies established in the zoning ordinance. The proposed variation will not impair an adequate supply of light and air to the adjacent properties, will not injure other property and its use, will not substantially increase the danger of fire, or otherwise endanger public health, safety and welfare, and will not substantially diminish or impair property values within the neighborhood. Congestion in the public street will not increase.

Thank you for your consideration.

Standards of Review:

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

The proposed addition will provide a new primary bedroom, bathroom and closet. The existing second floor bedroom and bath configuration is original to the house and substandard for modern families. We explored options to reconfigure the existing layout and were unsuccessful without sacrificing a bedroom which would devalue the property. The proposed addition location is the most efficient and least impactful to the home and neighboring properties.

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 Village side yard setback ordinance changed following construction of an addition and expansion of the garage by previous owners in 2002 from 6.0 to 12.0 feet. The west garage wall was conforming when this work was performed. We wish to add over the existing non-conforming wall. The new second floor wall and roofline be no closer to the west property line than already exists. Offsetting the wall to satisfy the 12.0 foot setback will create an awkward jog in the wall, and a ledge that is structurally challenging with the brick façade.

3. **The variation if granted will not alter the essential character of the locality.**

Most homes in this neighborhood have 4+ second floor bedrooms and primary suites. The addition will be in keeping with the neighborhood for properties of this size.

4. **An adequate supply of light and air to adjacent property will not be impaired.**

The proposed addition is no closer to the west property line than existing. The hipped roof shape angles away from the west neighbor to minimize bulk and maximize light and air. There is ample separation between houses and mature landscaping to provide a green buffer between homes. The existing north, south and east walls of the house are unchanged at the closest points to the property lines and neighbors, so have no negative impact on these houses.

5. **The hazard from fire and other damages to the property will not be increased.**

The footprint of the house remains unchanged, and as such will not create an increase in risk of fire or other damages.

6. **The taxable value of the land and buildings throughout the Village will not diminish.**

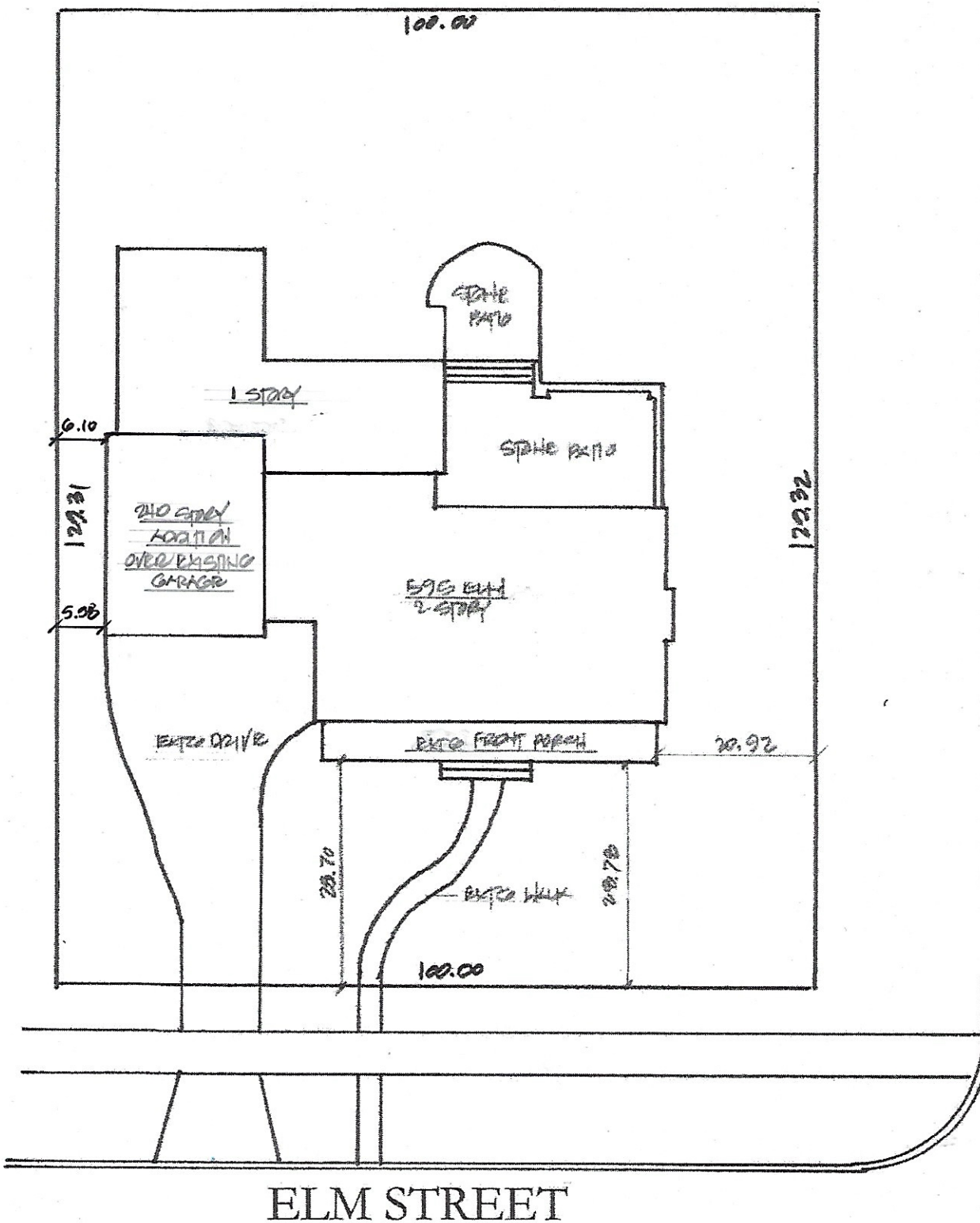
The value of the home will improve with the addition; therefore the taxable value of the land and buildings throughout the Village will not diminish.

7. **The congestion in the public street will not increase.**

There will be no increase in congestion in the public street.

8. **The public health, safety, comfort, morals and welfare of the inhabitants of the Village will not be otherwise impaired.**

There will be no impact to the public health, safety, comfort, morals or welfare of the inhabitants of the Village.

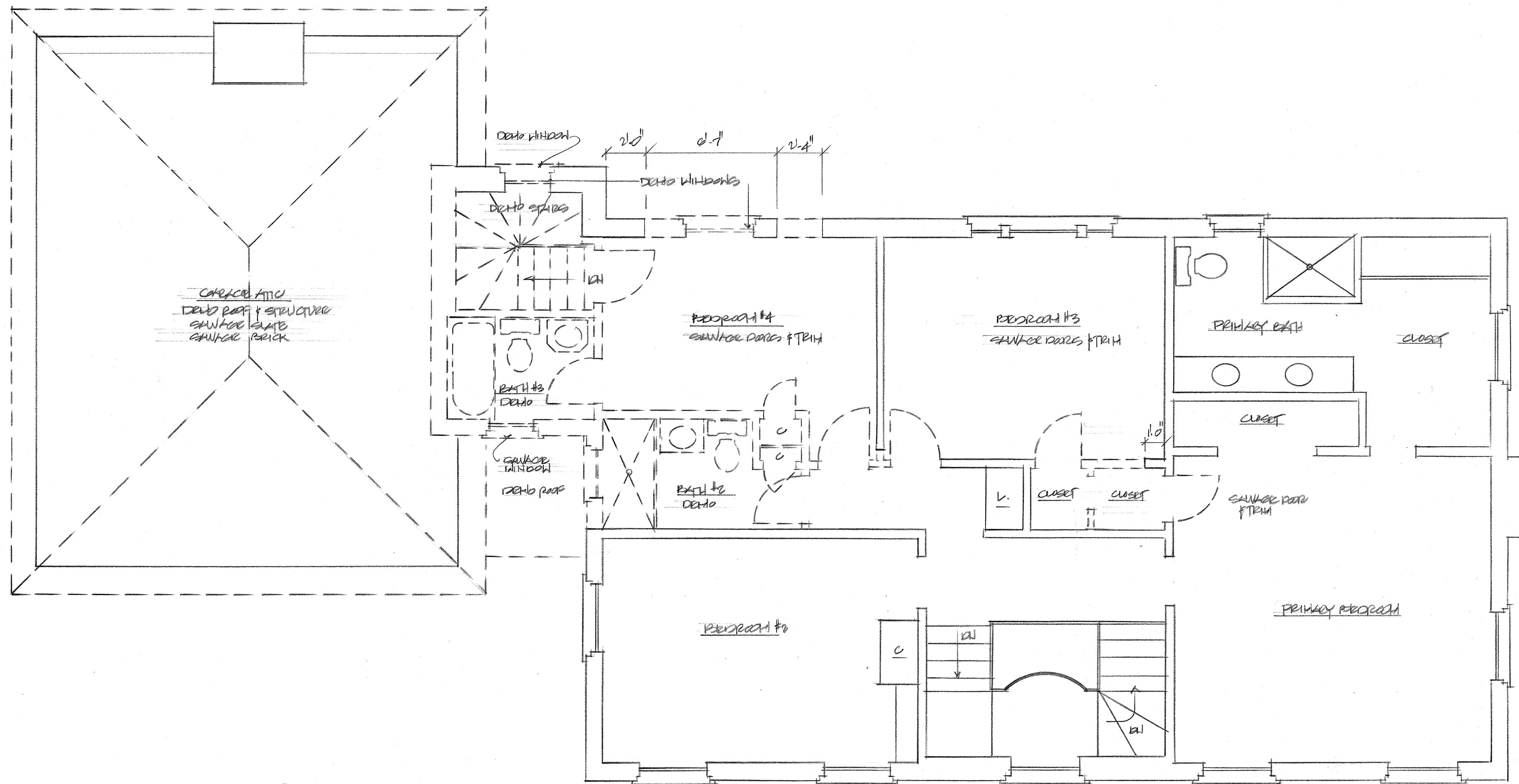


SITE PLAN

1"=20'-0"

SITework

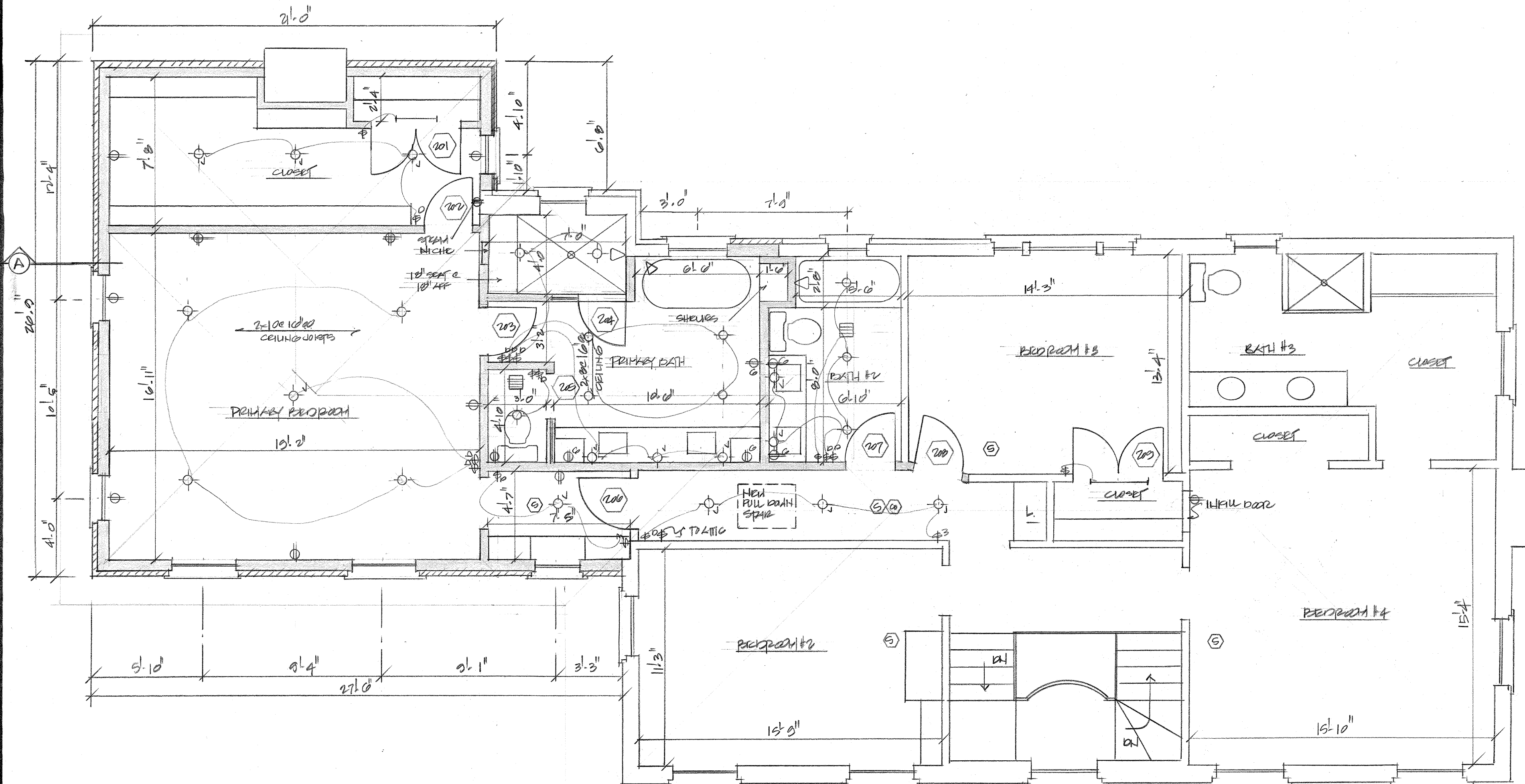
- GENERAL CONTRACTOR AND SUBCONTRACTORS TO COMPLY WITH AND FOLLOW VILLAGE OF WINNETKA SITE MAINTENANCE REQUIREMENTS (AVAILABLE AT VILLAGE HALL)
- TREES ON THE PROPERTY AND PARKWAY SHALL RECEIVE PROTECTIVE FENCING IN ACCORDANCE WITH VILLAGE OF WILMETTE REQUIREMENTS.
- EXISTING GRADES SHALL REMAIN AS IS
- ALL DISTURBED PARKWAY LAWN AREAS WITHIN THE PUBLIC RIGHT OF WAY SHALL BE



2ND FLOOR DEMOLITION

1/2" = 1'-0"

DEMOLITION ---



2ND FLOOR PLAN

1/2" = 1'-0"

NEW CONSTRUCTION ---



WALLSECTION A

3/8" = 1'-0"

ROOF CONSTRUCTION

- SLATE SHINGLES TO MATCH EXISTING
- W.R. GRACE ICE & WATER SHIELD
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- 2 x 4 COLLAR TIES @ 48" O.C.
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- TYVEK BUILDING PAPER
- 1/2" CDX PLYWOOD SHEATHING
- 2 x 6 WALL STUDS @ 16" O.C.
- R-30 CLOSED CELL FOAM INSULATION
- 5/8" DRYWALL

ROOM FINISH SCHEDULE

ROOM	FLOOR	BASE	WALLS	CEILING
FLOOR #1				
GARAGE	EXTG	EXTG	EXTG	PAINT
MUDROOM	EXTG	EXTG	EXTG	PAINT
LAUNDRY	ST	WD2	PAINT	PAINT
FLOOR #2				
PRIMARY BEDROOM	WD1	WD2	PAINT	PAINT
PRIMARY CLOSET	WD1	WD2	PAINT	PAINT
NEW HALLWAY	WD1	WD2	PAINT	PAINT
LANDING	REF EXTG	EXTG	PAINT	PAINT
BEDROOM #2	EXTG	EXTG	EXTG	EXTG
CLOSET #2	ST	WD2	PAINT	PAINT
BEDROOM #3	EXTG	EXTG	EXTG	EXTG
CLOSET #3	PATCH/REF	WD2	EXTG	EXTG
BATH #3	ST	WD2	PAINT	PAINT
BEDROOM #4	EXTG	PATCH	PAINT	PAINT
CLOSET #4	EXTG	EXTG	PAINT	EXTG

WD1	2 1/2" x 1/2" OAK - STAIN AND 3 COATS WATER BASED POLYURETHANE
WD2	METRIE #20168
ST	STONE TILE
PAINT	PAINT OVER DRYWALL
REF EXTG	REFINISH EXISTING WOOD FLOOR
PATCH	SAVAGE AND PATCH EXISTING WALLBASE
PLYWD	PLYWOOD SUBFLOOR
EXTG	EXISTING TO REMAIN

INTERIOR WALL CONSTRUCTION

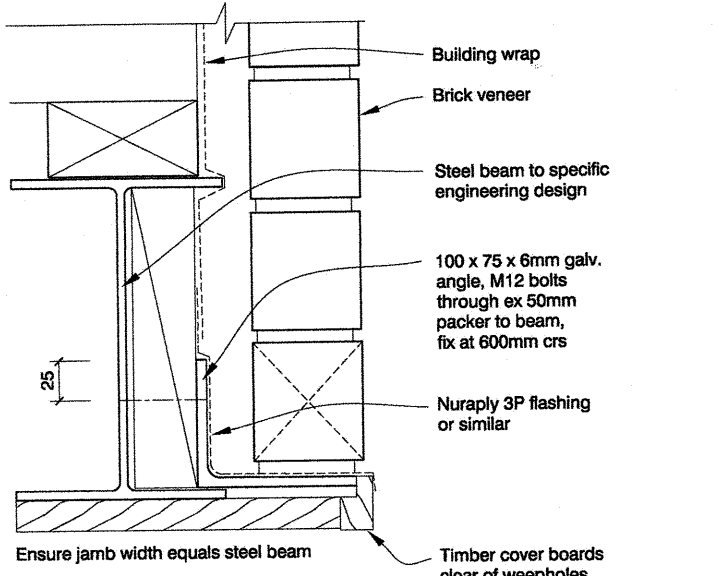
- 2 x 4 WALL STUDS @ 16" O.C.
- 5/8" DRYWALL - BOTH SIDES
- SOUND INSULATION WHERE NOTED

INTERIOR FINISHES

- METRIE #24136CCRPRI CROWN MOLDING AT FLAT CEILINGS
- WINDOW/DOOR CASING TO MATCH EXISTING
- METRIE #20168 WALLBASE

FLOOR CONSTRUCTION

- FINISH FLOOR
- 1/2" T&G PLYWOOD SUBFLOOR
- 11 7/8" TJI/PRO 360 FLOOR JOISTS @ 16" O.C.
- R-30 CLOSED CELL FOAM INSULATION AT RIM
- 5/8" DRYWALL TYPE X CEILING



BEAM SECTION

NO SCALE

DOOR SCHEDULE

101	2'-0" x 7'-0" x 1 3/8"
201	2'-0" x 6'-8" x 1 3/8"
202	2'-0" x 6'-8" x 1 3/8"
203	2'-0" x 6'-8" x 1 3/8"
204	2'-4" x 6'-0" x 1 3/8" SHOWER DOOR/SIDELITE
205	2'-4" x 6'-8" x 1 3/8"
206	INSTALL SALVAGED BEDROOM DOOR
207	INSTALL SALVAGED BATHROOM DOOR
208	INSTALL SALVAGED BEDROOM DOOR
209	INSTALL SALVAGED CLOSET DOORS

SALVAGE AND REUSE EXISTING DOORS, CASING AND HARDWARE. NEW INTERIOR DOORS TO MATCH EXISTING FOR PAINT FINISH. HINGES TO BE SATIN BRASS. CASING TO BE PLAT STOCK WITH BACKBAND TO MATCH EXISTING FOR PAINT FINISH. INCLUDE ALLOWANCE OF \$125.00/EA FOR NEW INTERIOR DOOR HARDWARE, INCLUDE \$3,000.00 ALLOWANCE FOR SHOWER DOOR #204. HARDWARE FINISH TO MATCH PLUMBING FIXTURES.

ELECTRICAL SCHEDULE

0	DUPLEX OUTLET
1	QUADRAPLEX OUTLET
2	SEPARATE CIRCUIT OUTLET
3	GROUND FAULT CIRCUIT INTERRUPTER
4	RECESSED LIGHT FIXTURE
5	J-BOX FOR OWNER FURNISHED LIGHT FIXTURE
6	LED STRIP LIGHT
7	SINGLE TOGGLE SWITCH
8	3-WAY SWITCH
9	ELECTRONIC DIMMER SWITCH
10	HARDWIRED SMOKE DETECTOR
11	EXHAUST FAN - PANASONIC FV-20VQ3
12	CARBON MONOXIDE DETECTOR

HARDWARE HAND

PASSAGE	R
DUMMY/BALLCATCH	R
PASSAGE	R
PRIVACY	L
"PRING	L
POCKET	L
EXTG	R
EXTG	R
EXTG	L
DUMMY/BALLCATCH	L

TYSON RESIDENCE
595 ELM ST.
WINNETKA, IL. 60093

HEALY M. RICE, PC
415 WASHINGTON AVE.
WILMETTE, IL. 60091
847-853-0824
healyrice1@gmail.com

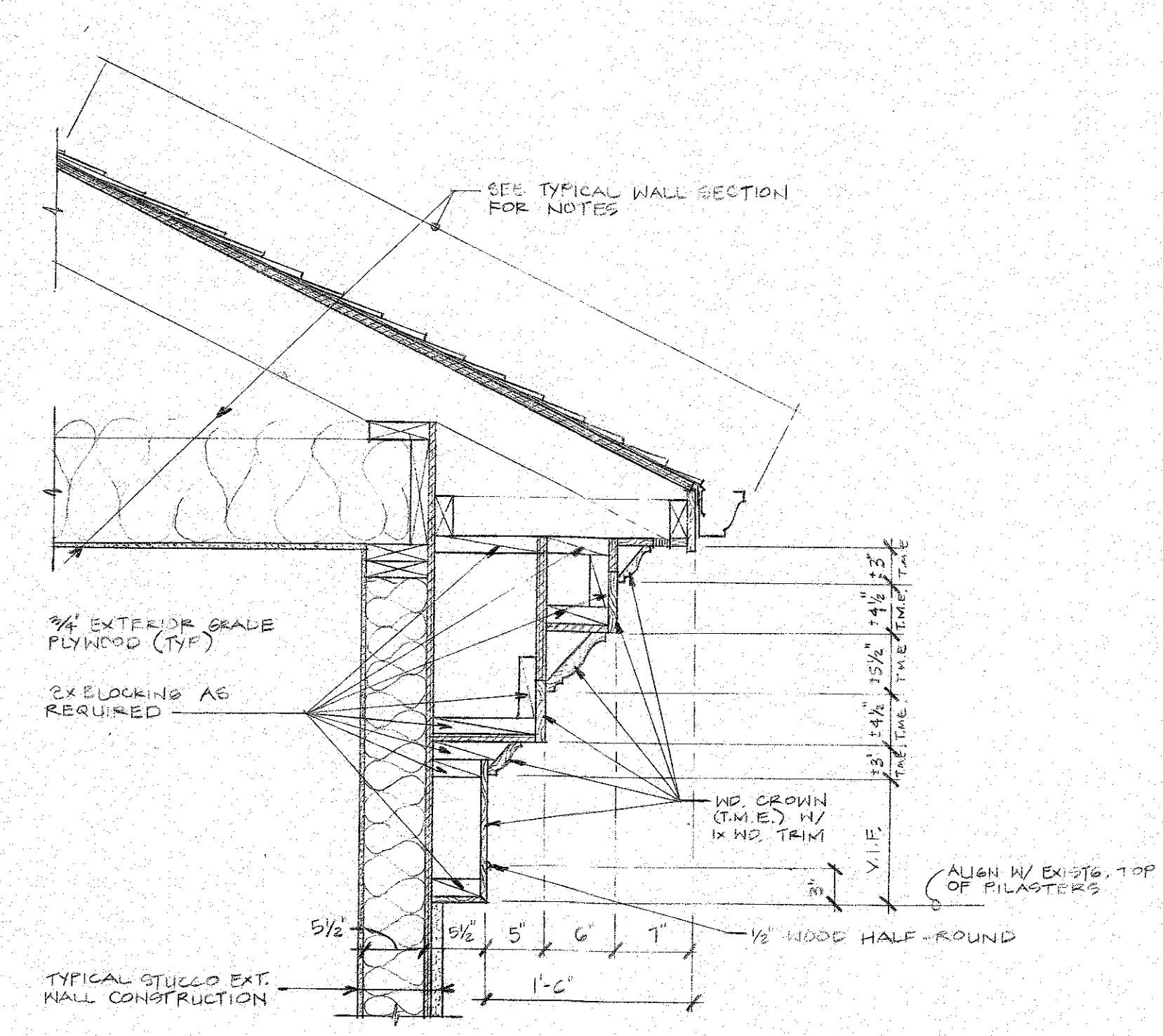
DATE 12 SEPT 24
REVISED

SHEET 2 OF 3



Garage Door Detail J
Full Scale

South Elevation
1/4" = 1'-0"



Wood Banding Detail M
1" = 1'-0"



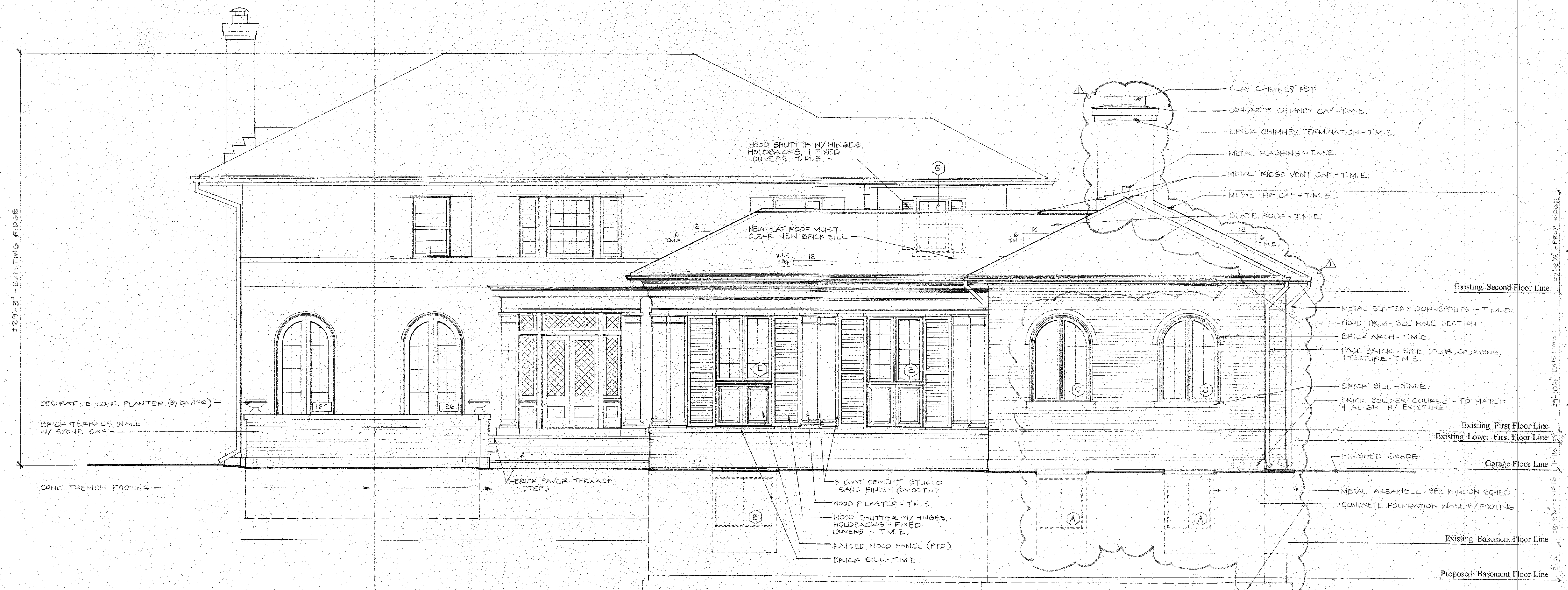
East Elevation
1/4" = 1'-0"

12 August, 2002 - For Permit
25 September, 2002 - Revised For Permit

LAWSON
595 E

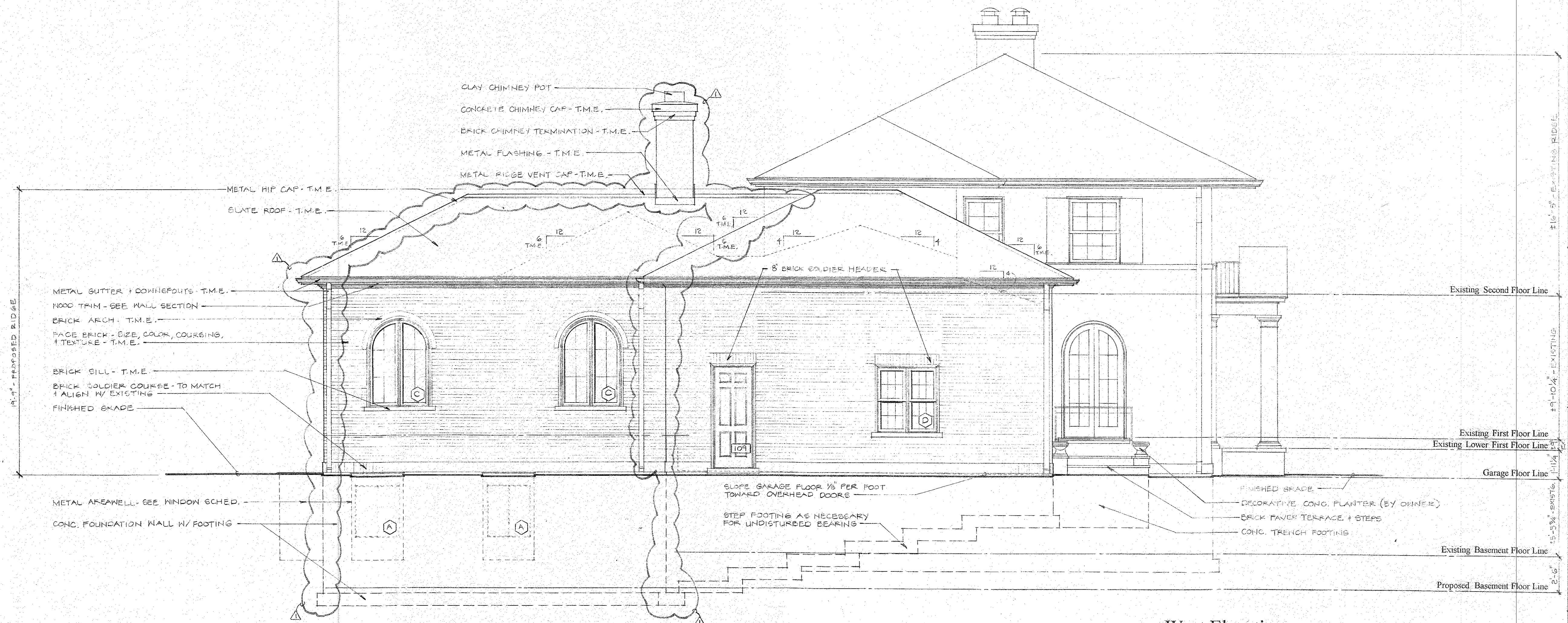
Hackley / Lang & Associates
Architecture & Design
440 Green Bay Road - Kenilworth, IL 60043
Tel 847.833.8259 Fax 847.833.8331

A-5
2023



North Elevation

1/4" = 1'-0"



West Elevation

1/4" = 1'-0"

12 August, 2002 - For Permit
 25 September, 2002 - Revised For Permit

LAWSON RESIDENCE
 595 Elm - Winnetka, Illinois

Hackley / Lang & Associates
 Architecture & Design
 440 Green Bay Road - Kankakee, IL 60903
 Tel 815 833 8258 Fax 815 833 8351

A-6

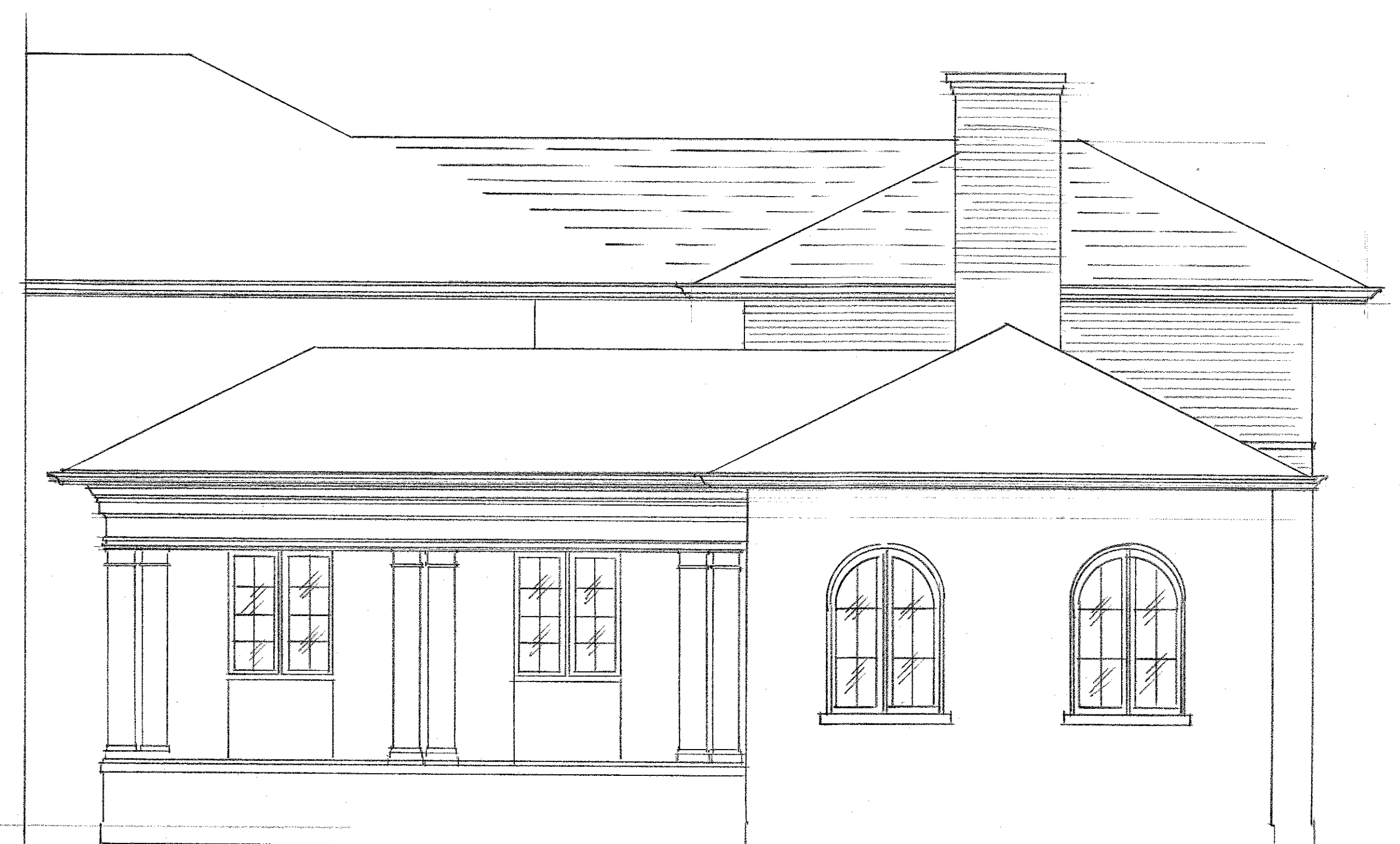
2023



SOUTH ELEVATION
 $\frac{1}{4}" = 1'-0"$



WEST ELEVATION
 $\frac{1}{4}" = 1'-0"$



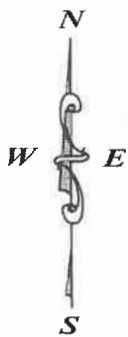
NORTH ELEVATION
 $\frac{1}{4}" = 1'-0"$

TYSON RESIDENCE
 595 ELM ST.
 WINNETKA, IL. 60093
 HEALY M. RICE, PC
 WILMETTE, IL. 60091

DATE 8 AUG 24
 REVISED
 SHEET 3 OF 3







Scale - 1 inch = 20 feet

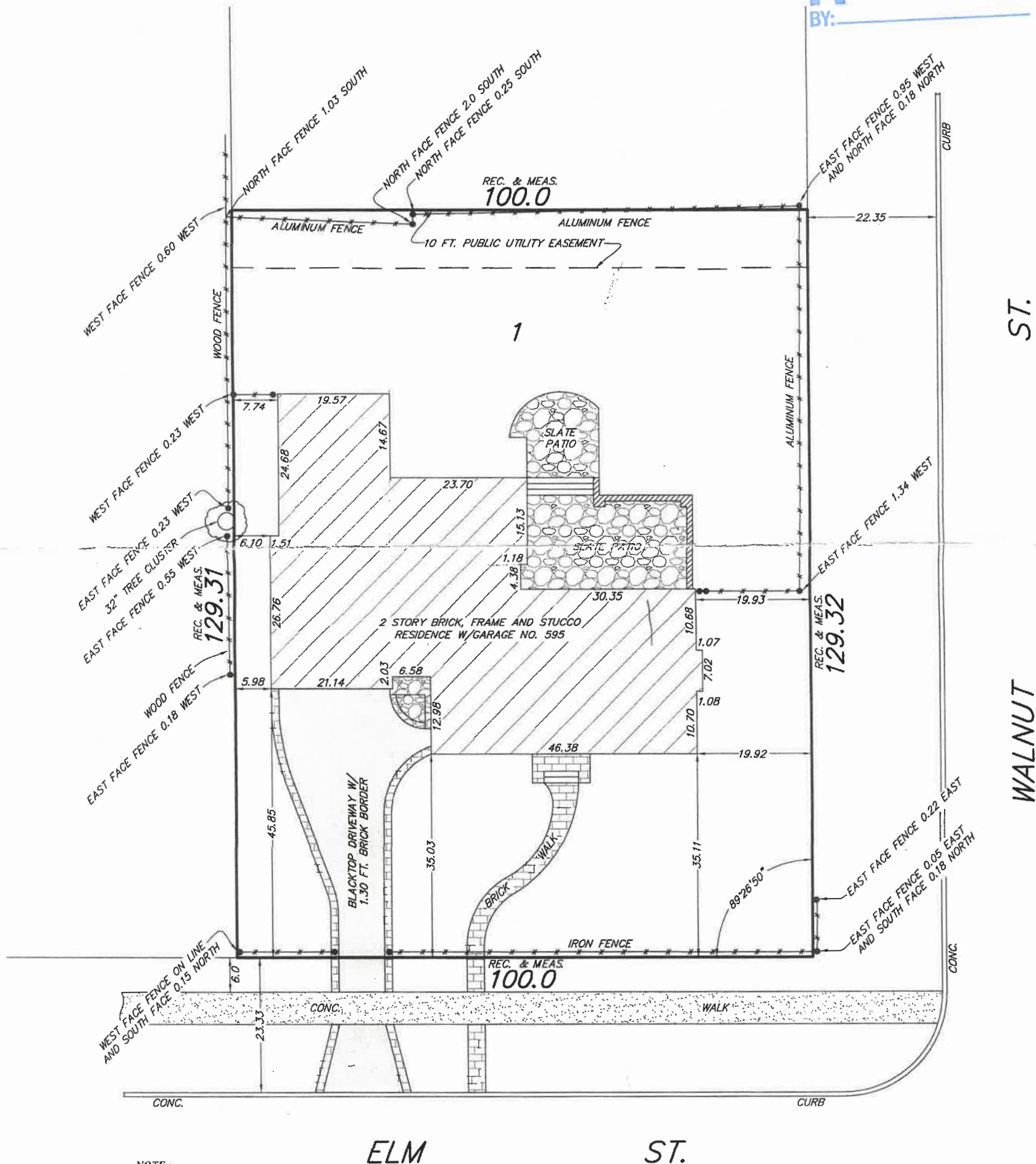
Jens K. Doe
Professional Land Surveyors, P.C.
PLAT OF SURVEY
of

ORDER NO.
20-0313

LOT 1 IN DUNCAN'S CONSOLIDATION OF THE EAST 100 FEET OF THE SOUTH 1/2 OF THE EAST 1/2 OF BLOCK 16
(EXCEPT THE NORTH 36.5 FEET THEREOF) IN THE VILLAGE OF WINNETKA (EXCEPT THEREFROM THAT PART
FALLING IN SPRUCE STREET ON THE NORTH, WALNUT STREET ON THE EAST AND ELM STREET ON THE SOUTH)
IN THE NORTHWEST 1/4 OF SECTION 21, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL
MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 595 ELM ST., WINNETKA, ILLINOIS.

RECEIVED
NOV 16 2020
BY:



NOTE :
The legal description noted on this plat is a copy of the land survey order placed by the client and for accuracy **MUST** Be compared with the Deed.
For building restrictions refer to your Abstract, Deed or Contract.

Compare distances between points before building and report any discrepancy to this office immediately.

Dimensions shown hereon are not to be assumed or scaled.

Dimensions shown hereon are in feet and decimal parts thereof.

Property corners have been established to complete the plat of survey shown hereon but have not been staked or flagged per the land survey order in which it was placed by the client.

Field work completion date : July 3, 2020.

ORDERED BY:
OLSON, GRABILL & FLITCRAFT

State of Illinois)
County of Cook)

JENS K. DOE PROFESSIONAL LAND SURVEYORS, P.C., does hereby certify that a survey has been made under its direction, by an Illinois Professional Land Surveyor of the property described hereon and that the plat hereon drawn is a correct representation of said survey.

Chicago, Illinois, Dated this 6th Day of July

This professional service conforms to the current Illinois minimum standards for a boundary survey.

JENS K. DOE PROFESSIONAL LAND SURVEYORS, P.C.

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3228
LICENSE EXPIRATION : 11 - 30 - 20



**WINNETKA ZONING BOARD OF APPEALS MEETING MINUTES EXCERPT
OCTOBER 14, 2024**

Zoning Board Members Present:

Matt Bradley, Chairman
Mark Haller
Lynn Hanley
Kathryn Leister
Kate Casale MacNally
Mike Nielsen
Todd Vender

Zoning Board Members Absent:

None

Village Staff:

David Schoon, Director of Community Development
Ann Klaassen, Assistant Director of Community
Development
Christopher Marx, Assistant Planner

Village Attorney:

Peter Friedman

New Cases:

a. **Case No. 24-20-V2: 595 Elm Street:** An application seeking approval of a variation to allow construction of a second floor addition to the existing residence at 595 Elm Street. The requested variation would permit the proposed addition to provide less than the minimum required side yard setback from the west property line. The Village Council has final jurisdiction on this request.

Mr. Marx identified the property's location and zoning classification and described how the lot is legally nonconforming and the request encroached into the required setback by 6.02 feet. He also identified the south façade and described the proposed second story addition location and provided a summary of the variation being requested. Mr. Marx then identified the proposed floor plan and south and west elevation renderings. He stated the Board may consider the options on page 405 in the agenda packet and asked if there were any questions.

Chairman Bradley also asked if there were any questions. No questions were raised at this time. He then swore in those speaking to this matter.

Healy Rice introduced herself as the project architect representing the homeowners. She stated they were granted the HAIS historic bonus in August 2024 and planned to construct the proposed addition over the existing garage. Ms. Rice referred to the 2002 garage expansion which would be extended upward and asked if there were any questions. She added the proposed location represented the most logical location.

Ms. Hanley asked if any addition would have triggered a variation. Mr. Marx responded although the property was granted a historical maximum building size bonus, they could have possibly located the proposed addition to take advantage of the extra GFA in another location which did not require a side yard variation. Mr. Haller asked if any comments were received from the neighbors. Mr. Marx noted no public comments were received. Mr. Haller referred to the space over the side door and asked if it was

1 done to continue the roofline. Ms. Rice explained the reasoning for that space which is necessary for the
2 hallway. No additional questions were raised at this time.

3
4 Chairman Bradley asked if there was any public comment. No comments were made at this time. He then
5 called the matter in for discussion.

6
7 Chairman Bradley stated the home currently contained an existing nonconformity and since no other
8 zoning relief is being sought, the project did not present an issue and referred to the reasonable return
9 standard with the remaining standards being met. He stated he would be in favor of the request. Mr.
10 Vender agreed with Chairman Bradley's comments. Mr. Haller referred to standard no. 4 and stated since
11 there has been no objection, he would also be in favor of the request. Ms. Casale MacNally stated since
12 the project would be extended straight up, it would maintain the home's look and feel and allow the
13 Village to keep the older historic home. She stated she would also be in favor of the request. Ms. Hanley
14 and Ms. Leister agreed with the comments made. Mr. Nielsen also referred to the reasonable return
15 standard which the home could achieve without the project but since the project would not create a larger
16 setback encroachment, he would be in favor of the request.

17
18 Chairman Bradley asked for a motion to recommend approval of the variation as noted on page nos. 405
19 and 406. A motion as stated by Chairman Bradley was made by Ms. Casale MacNally and seconded by Mr.
20 Nielsen. A vote was taken and the motion unanimously passed, 7 to 0:

21 AYES: Bradley, Haller, Hanley, Leister, Casale MacNally, Nielsen, Vender

22 NAYS: None

23 ***
24



Agenda Item Executive Summary

TITLE: Ordinance No. M-13-2024: Granting a Final Approval of a Planned Development with Certain Zoning Modifications and Exceptions (791 Elm Street) (Public Hearing & Introduction/Adoption)

PRESENTER: David Schoon

AGENDA DATE: November 12, 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 introduced ordinance granting preliminary planned development approval for the proposed Chase Bank development (M-08-2024)
- 06-18-2024: Village Council adopted ordinance granting preliminary planned development approval and adopted resolution approving development agreement for the proposed Chase Bank development (Ordinance No. M-08-2024 and Resolution No. R-54-2024)

EXECUTIVE SUMMARY:

On November 12, 2024, the Village Council is scheduled to hold a public hearing and consider introduction and adoption of Ordinance No. M-13-2024, Granting Final Approval of a Planned Development with Certain Zoning Modifications and Exceptions (791 Elm Street – Chase Bank) (**Attachment 2**). The proposed plan development also requires a plat of consolidation of the existing lots into one lot of record, which would be approved with adoption of Resolution No. R-81-2024, a Resolution Approving a Final Plat of Subdivision (791 Elm Street). (**Attachment 3**). 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 Council's consideration of the final submittal is to determine if the Applicant's "final plan for the development plan conforms substantially to the approved preliminary plan." If the final plan does, the Codes states the Council shall grant approval of the final plan. If the Council finds that the final plan does not conform with the preliminary plan, the Council may keep the item at its level for further discussion or choose to return the final application to the Planned Development Commission and/or

the Design Review Board for further consideration and recommendations to the Village Council. Attached is a staff report further summarizing the final plan and requested relief.

RECOMMENDATION:

Consideration introduction and adoption of Ordinance No. M-13-2024 and adoption of Resolution No. R-81-2024.

ATTACHMENTS:

1. Staff Report Regarding Chase Bank Final Planned Development
2. Ordinance No.M-13-2024: Granting Final Approval of a Planned Development with Certain Zoning Modifications & Exceptions (791 Elm Street) (Chase Bank)
3. Resolution No. R-81-2024: Approving a Final Plat of Consolidation (791 Elm Street)
4. Applicant's September 26, 2024, Letter Regarding Statement of Conformance
5. Ordinance No. M-8-2024: Granting Preliminary Approval of a Planned Development with Certain Zoning Modifications & Exceptions (791 Elm St- Chase Bank)
6. Village's Letter to Business Owners, Residents, and Property Owners Regarding Chase Bank & Engel & Völkers Construction Logistics Plans



MEMORANDUM VILLAGE OF WINNETKA

COMMUNITY DEVELOPMENT DEPARTMENT

TO: VILLAGE COUNCIL
FROM: DAVID SCHOON, DIRECTOR
ANN KLAASSEN, ASSISTANT DIRECTOR
DATE: NOVEMBER 7, 2024
SUBJECT: 791 ELM STREET – JPMORGAN CHASE BANK
PLANNED DEVELOPMENT – FINAL PLAN REVIEW
(CASE NO. 2023-05-PD)

INTRODUCTION

On November 12, 2024, the Village Council is scheduled to hold a public hearing and consider introduction and adoption of Ordinance M-13-2024, An Ordinance Granting Final Approval of a Planned Development with Certain Zoning Modifications and Exceptions (791 Elm Street – Chase Bank) (**Attachment 2**). The proposed plan development also requires a plat of consolidation of the existing lots into one lot of record, which would be approved with adoption of Resolution R-81-2024, a Resolution Approving a Final Plat of Subdivision (791 Elm Street). (**Attachment 3**).

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

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

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

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

Attachment 4 includes a September 26, 2024, letter from the Applicant summarizing conformance of the final plan documents with the approved preliminary plans.

A sign has been posted on the Subject Property and a newspaper notice was published in the *Winnetka Talk* on October 17, 2024, indicating the time and date of the Village Council public hearing. A mailed notice has also been sent to property owners within 250 feet of the Subject Property. As of the date of this memo, the Village has yet to receive any written comments on the request.

The Council's consideration of the final submittal is to determine if the Applicant's "final plan for the development plan conforms substantially to the approved preliminary plan." If the final plan does, the Codes states the Council shall grant approval of the final plan. If the Council finds that the final plan does not conform with the preliminary plan, the Council may keep the item at its level for further discussion or choose to return the final application to the Planned Development Commission and/or the Design Review Board for further consideration and recommendations to the Village Council.

CURRENT PROJECT SUMMARY

The Applicant has proposed no major changes to the plans that were approved by Ordinance M-08-2024, An Ordinance Granting Preliminary Approval of a Planned Development, Zoning Exceptions, a Special use for Ground Floor Parking, Special Use Findings for Financial Services, and a Preliminary Plat of Consolidation (791 Elm Street – Chase Bank) (**Attachment 5**). The letter from the Applicant summarizing conformance of the final plan documents with the approved preliminary plans notes the following changes:

- Modified the proportions of glass curtainwall at the corner.
- Modified the proportions of the masonry cornices at corner and pop-ups and changed from soldier brick coursing to decorative frieze.
- Reduced height of limestone.
- Modified the typical window horizontal mullion.
- Parapet height modifications:
 - Corner Parapet – No change – 51'-5"
 - Entrance Parapets – Lowered from 50'-3" to 48'-10"
 - Parapet between Corner and Entrance – Lowered from 46'-0" to 45'-6"
 - End Parapets – Raised from 44'-6" to 45'-6"
 - Originally this portion of the building was intended to have no parapet and only a gravel stop edge. In order to screen the visibility of the mechanical units and solar panels from street level, a minimal parapet was added.

The following images compare the design of the building façade approved as part of the preliminary planned development approval with the proposed design of the building façade to be approved with final planned development approval.



Preliminary Planned Development

Final Planned Development

Figure 3 - Southeast Corner Elevation

The following images show close-ups of the typical bays and end bays to show the brick detailing and shadow lines.



Figure 4 - Typical Bay



Figure 5 - End Bay

Final Planned Development



Figure 6 - Design Theme for the Building Freize

REQUESTED ZONING AND SUBDIVISION RELIEF

The following is a summary of the requested subdivision and zoning relief that the Council approved with the preliminary plan plus the changes to the building height identified earlier in this report.

- A. Approval of a Plat of Consolidation – The existing parcels that make up the Subject Property will need to be consolidated into a single lot of record.
- B. Approval of a Planned Development for a commercial-use development, which includes consideration and approval of the following **exceptions** from the requirements of the Zoning Ordinance and **special uses**:
 - a. The maximum **building height** allowed is 45 feet and 4 stories; the Applicant proposes a 3-story building at the following height:
 - i. Building (Top of Corner Parapet) – 51'-5" (southeast corner of building)
 - ii. Building (Top of two entrance parapets) – 48'-10"
 - iii. Building (Top of parapet between corner and entrance parapets) – 45'6"
 - iv. Building (Top of parapet from entrance parapets to ends of building) – 45'6"
 - b. The maximum **front yard setback** and **corner yard setback** shall be no more than 3 feet; the Applicant proposes the building to be setback 11'-1¾" at the southeast corner of the property.
 - c. No **side yard setback** is required, but when a side yard is provided it must be at least 3 feet; the Applicant proposes the building to be setback more than zero feet, but less than 3 feet from portions of the westerly property line along the public alley, due to the west property line not being perpendicular to the south property line or parallel to the east property line.
 - d. The minimum **rear yard setback** requirement is 10 feet; the Applicant proposes the building to be setback 1'-9" along the northerly property line to accommodate the lower-level parking that

would be below the surface parking lot. The above grade portion of the building is setback approximately 48 feet from the rear (northerly) property line.

- e. A **landscaped area** at least five feet deep is required along a rear property line; the Applicant proposes not to include such a landscaped area.
- f. **Parking located on street-level** requires special use approval; the Applicant proposes ground-level surface parking on the north side of the building.
- g. **Financial Uses** such as a bank or credit union without drive-through facilities require special use approval when located in the C-2 Overlay District; the Applicant requests special use approval to allow the retail bank on the ground level.

The preliminary planned development ordinance was also approved with conditions including the following, more specifically related to this project, which remain as part of the final planned development approvals:

- A. 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.
 - a. The surface area parking lot will include signage that establishes a 30-minute time limit for those parking spaces.
 - b. 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. **Prior to the Village issuing the building permit for the project, the Owner will have submitted plans demonstrating compliance.**
- B. 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 tree preservation plan, landscape plan and civil engineering plans provided as part of the Final PD Ordinance provide such information.**
- C. 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 Building shall be further studied and revised to reduce the mass and bulk of the Building for consideration by the Village Council as part of the Final PD Ordinance to reflect the comments made by the Council at the June 18, 2024, meeting. **The Owner has submitted revised plans as part of the Final PD Ordinance showing a visual reduction in the mass of the building. The revised building elevations are included in Ordinance M-13-2024.**
- D. 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:
 - a. Two Sternberg pedestrian light fixtures along Green Bay Road, consistent with the Village's streetscape plan;

- b. 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;
 - c. Additional landscaping within the existing bump-outs on Elm Street; and
 - d. A planter at the corner of Elm Street and Green Bay Road that contains low growing perennials. **The Owner has submitted landscape plans and final engineering plans demonstrating compliance.**
- E. 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. **The Owner has submitted landscape plans and final engineering plans demonstrating compliance.**
- F. 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. **The Owner plans to execute and have such agreement recorded against the property prior to issuance of the demolition and building permits.**
- G. 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. **On June 18, 2024, the Village Council authorized the purchase of such transformer, which the Owner will be responsible for the full cost.**

In addition, the development agreement for the project contained the following conditions:

- J. Interference Mitigation for Businesses. Owner's construction activities for the Development will be performed pursuant to a plan that demonstrates how the Owner will minimize, to the extent reasonably possible, interference with the businesses and pedestrian and vehicular traffic, including parking, in the vicinity of the Property ("Interference Mitigation Plan"). The Interference Mitigation Plan will be subject to approval by the Directors and upon that approval will be incorporated into the CTM Plan approved pursuant to Section 5E of this Agreement. As part of the creation of the Interference Mitigation Plan, the Owner will meet with surrounding businesses in the vicinity of the Property, including those that share the alley adjacent to the Property, to understand their respective operations in order to tailor the Plan to most effectively minimize business interference and disruption. **Since the Council's approval of the preliminary planned development and after several discussions with the Owner's development team regarding their initial plans to start construction before the end of the upcoming holiday shopping season, the development team has decided to wait until after the first of the year to begin construction. During the first week of October, Liz Dechant and David Schoon visited every first-floor business on the block on which Chase Bank is located, and we spoke with a representative of all but two businesses regarding the alley closure and other impacts of the Chase Bank & Engel & Völkers construction projects. We also met with the owner of Good Grapes. We provided each business a copy of the attached materials (Attachment 6). For the two first-floor businesses we were unable to directly speak with, we left**

materials with their staff and followed up with an email. *All the retail businesses were very appreciative of the Village's efforts to have Chase Bank start construction after the holiday shopping season.* We also visited second story offices, and we either spoke with someone or left behind materials. We also either emailed or mailed the materials to the property owners of buildings on the block, and we left a copy of the materials at the door of each upper-story residential unit on the block.

SUMMARY

At the November 12, 2024, Village Council meeting, after holding a public hearing, the Council is scheduled to consider introduction and adoption of Ordinance M-13-2024, An Ordinance Granting Final Approval of a Planned Development with Certain Zoning Modifications and Exceptions (791 Elm Street – Chase Bank). The Council is also scheduled to consider adoption of Resolution R-81-2024, a Resolution Approving a Final Plat of Subdivision (791 Elm Street).

ATTACHMENTS

- Attachment 2: Ordinance M-13-2024, An Ordinance Granting Final Approval of a Planned Development with Certain Zoning Modifications and Exceptions (791 Elm Street – Chase Bank)
- Attachment 3: Resolution No. R-81-2024, a Resolution Approving a Final Plat of Subdivision (791 Elm Street)
- Attachment 4: Applicant's September 26, 2024, Letter Regarding Statement of Conformance
- Attachment 5: Ordinance M-8-2024, An Ordinance Granting Preliminary Approval of a Planned Development with Certain Zoning Modifications and Exceptions (791 Elm Street – Chase Bank)
- Attachment 6: Village's October 1, 2024, Letter to Business Owners, Residents, and Property Owners Regarding Chase Bank & Engel & Völkers Construction Logistics Plans

**AN ORDINANCE GRANTING FINAL APPROVAL OF A PLANNED DEVELOPMENT
WITH CERTAIN ZONING MODIFICATIONS AND EXCEPTIONS
(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, located on the Property is: (i) an existing two-story commercial building (**“Existing Building”**) that is currently occupied by the Owner with a retail bank on the first floor and corporate offices on the second floor; and (ii) a surface parking lot that accommodates approximately 20 vehicles for bank patrons and employees (**“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) a 8,500 square-foot 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 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 June 20, 2023, the Village Council conducted the concept plan review for the Preliminary Development Plan; and

WHEREAS, on September 18, 2023, the Owner, with the assistance of Riverside Investment and Development Company, filed an application with the Village (**“Application”**) for: (i) preliminary planned development plan approval; (ii) preliminary approval of a 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”**); (iii) approval of a special use permit to allow for parking at the street level of the Property and approval of certain special use findings for financial services on the Property; (iv) 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; (v) 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; (vi) 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; (vii) an exception to Section 17.46.030 of the Zoning Code to allow for a rear setback of one foot nine inches; (viii) an exception to Section 17.46.130 of the Zoning Code to allow for no landscape area to be installed along the rear yard; and (ix) 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 (collectively, ***“Requested Relief”***); 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, on June 18, 2024, the Village Council adopted Ordinance No. M-08-2024, preliminarily approving the Requested Relief, including the Preliminary Development Plan (***“Preliminary PD Ordinance”***); and

WHEREAS, pursuant to Section 17.58.090 of the Zoning Code, an applicant for a planned development is required to apply for approval of a final development plan, which final development plan must be in substantial conformance with the Preliminary Development Plan; and

WHEREAS, on July 24, 2024, the Owner submitted an application for final approval of the Requested Relief, including approval of a final development plan (***“Final Development Plan”***) and a final plat of consolidation (***“Final Plat of Consolidation”***); and

WHEREAS, pursuant to proper notice and in accordance with the Village Zoning Ordinance, the Village Council considered the Final Development Plan and Final Plat of Consolidation at its meeting on November 12, 2024; and

WHEREAS, on _____, the Village Council adopted Resolution R-81-2024, approving the Final Plat of Consolidation for the Proposed Development (***“Final Plat of Consolidation Resolution”***); and

WHEREAS, the Village Council has determined that final 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 does ordain 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 Final Development Plan is consistent with the Village of Winnetka Comprehensive Plan, *Winnetka Futures 2040*.

B. Subject to the terms and conditions of this Ordinance, and pursuant to Sections 17.58.090 and 17.58.100 of the Zoning Ordinance, the Final Development Plan is in substantial conformance with the Preliminary Development Plan.

C. Subject to the terms and conditions of this Ordinance, the Final Development Plan complies with all applicable Village ordinances.

D. Subject to the terms and conditions of this Ordinance, the Proposed Development and Final 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.

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

F. 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.

G. Subject to the terms and conditions of this Ordinance, the exceptions from and modifications to the building height and 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.

H. Subject to the terms and conditions of this Ordinance, the Proposed Development and Final 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: APPROVAL OF A SPECIAL USE PERMIT FOR A PLANNED DEVELOPMENT AND A CERTIFICATE OF APPROPRIATENESS.

A. Special Use Permit. Subject to the terms, conditions, and restrictions, set forth in Sections 8 through 14 of this Ordinance, the Village Council hereby grants a special use permit for a planned development for the Proposed Development for the Property in accordance with, and pursuant to Chapter 17.58 of the Zoning Ordinance and the home rule powers of the Village.

B. Certificate of Appropriateness. Subject to the terms, conditions, and restrictions, set forth in Sections 8 through 14 of this Ordinance, the Certificate of Appropriateness is granted

for Property, pursuant to Section 15.40.010 of the Village Code and the home rule powers of the Village.

SECTION 4: APPROVAL OF A FINAL DEVELOPMENT PLAN. Subject to the terms, conditions, and restrictions, set forth in Sections 8 through 14 of this Ordinance, the Final Development Plan for the planned development for the Property is hereby approved, and consists of the following documents:

A. The ***Floor and Site Plan***, consisting of four sheets, prepared by Gensler with a latest revision date of August 16, 2024, a copy of which is attached to, and by this reference made a part of, this Ordinance as ***Exhibit B***;

B. The ***Final Building and Sign Elevations Plan***, prepared by Gensler, consisting of three sheets with a latest revision date of August 16, 2024, and three sheets dated October 24, 2024, a copy of which is attached to, and by this reference made a part of, this Ordinance as ***Exhibit C***;

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 D***;

D. The ***Exterior Lighting Plan***, consisting of four sheets, prepared by KSA Lighting & Control, dated June 21, 2024, a copy of which is attached to, and by this reference made a part of, this Ordinance as ***Exhibit E***;

E. The ***Streetscape Elevations Plan***, consisting of one sheet, prepared by Gensler, dated July 2, 2024, a copy of which is attached to, and by this reference made a part of, this Ordinance as ***Exhibit F***;

F. The ***Final Civil Engineering Plans***, consisting of 10 sheets, prepared by Eriksson Engineering Associates, Ltd., with some of the sheets having a latest revision date of September 13, 2024, a copy of which is attached to, and by this reference made a part of, this Ordinance as ***Exhibit G***;

G. The ***Tree Preservation Plan***, consisting of one sheet, prepared by Eriksson Engineering Associates, Ltd., with a latest revision date of September 13, 2024, a copy of which is attached to, and by this reference made a part of, this Ordinance as ***Exhibit H***;

H. The ***Landscape Plan***, consisting of three sheets, prepared by Eriksson Engineering Associates, Ltd., with a latest revision date of September 13, 2024, a copy of which is attached to, and by this reference made a part of, this Ordinance as ***Exhibit I***;

I. The ***Construction Logistics and Redevelopment Schedule Plan***, prepared by Skender, consisting of seven pages, a copy of which is attached to and by this reference made a part of, this Ordinance as ***Exhibit J***;

J. The ***Preservation Plan***, which elements are incorporated in the Final Civil Engineering Plan, Tree Preservation Plan, and the Landscape Plan; and

K. The ***Vibration & Movement Construction Monitoring Plan***, dated October 21, 2024, consisting of two pages, a copy of which is attached to and by this reference made a part, of this Ordinance as ***Exhibit K***.

SECTION 5: APPROVAL OF SPECIAL USE FOR PARKING. Subject to the terms, conditions, and restrictions, set forth in Sections 8 through 14 of this Ordinance, the special use approval in Section 5.A of the Preliminary PD Ordinance is hereby ratified. The approval provided in Section 5 of this Ordinance will 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 J. 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, are resolved in favor of the latter.

SECTION 6: APPROVAL OF SPECIAL USE FOR FINANCIAL USE. Subject to the terms, conditions, and restrictions, set forth in Sections 8 through 14 of this Ordinance, the special use approval in Section 6.A of the Preliminary PD Ordinance is hereby ratified. The approval provided in Section 6 of this Ordinance will 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 J. 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, is resolved in favor of the latter.

SECTION 7: APPROVAL OF EXEMPTIONS AND MODIFICATIONS. Subject to the terms, conditions, and restrictions, set forth in Sections 8 through 14 of this Ordinance, the following exceptions and modifications from the provisions of the Planned Development Regulations are 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) 48 feet, 10 inches for the top of the two secondary parapets; and (iii) 45 feet, 6 inches for the top of the parapet between the corner and secondary parapets and from the secondary parapets to both the west end and north end of the building.

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, 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.

SECTION 8: CONDITIONS. Notwithstanding any use or development right that may be applicable or available pursuant to the provisions of the Winnetka Village Code or the Zoning Ordinance, or any other rights Owner, individually or collectively, may have, the approvals granted in Sections Three, Four, Five, Six, and Seven of this Ordinance 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. Standard Conditions.

1. **Compliance with Regulations.** The redevelopment, use, operation, and maintenance of the Property must 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.** The redevelopment, use, operation, and maintenance of the Property must comply with the Final Development Plan except for minor changes and site work approved in accordance with all applicable Village ordinances and standards.

B. Single Phase Development. The construction of the Proposed Development must take place in one continuous phase.

C. Parking. The Owner must 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 must be designated as ADA parking and one parking space located underground must include an EV charging station that is available for use by the Owner's customers and clients, all as specifically provided in the Final Development Plan.

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

D. Vehicular Ingress and Egress. The Owner must 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 as depicted in the engineering plans

submitted and approved as part of the Final Development Plan.

E. Installation of Signage. The installation, construction, location, and maintenance of all signage on the Property must comply with Chapter 15.60 of the Village Code.

F. Existing Streetscape Lights, Furnishings, Trees, and Landscaping. The Owner must preserve or relocate any existing streetscape lights, furnishings, trees and landscaping during construction of the Proposed Development as depicted in the Preservation Plan.

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

H. New Streetscape Lights, Furnishings, Trees and Landscaping. The Owner, in accordance with the Development Agreement, 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, which improvements must 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.

I. Fencing. The Owner must install a six-foot tall solid wood fence along the north property line and a six-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.

J. Site Utilities. As further provided and required pursuant to the Development Agreement and as depicted in the Final Civil Engineering Plans as provided in the Final Development Plan, the Owner must 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 will 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.

K. 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 L***, 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.

L. 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, must remove such electrical power cables in a manner approved by the Director of Water and Electric.

M. Purchase of New Transformer. As part of the public benefit for the approval of the Final Development Plan, the Owner, pursuant to a separate agreement entered into by the Village and the Owner, must 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.

N. 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 apply:

1. Prior to demolition, the Owner must maintain the current conditions of the Property or any of the Existing Building and Existing Parking Lot on the Property and must promptly make all necessary repairs should the Existing Building or Property fall into further disrepair. The Owner must 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" means:
 - a. That the Owner must 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 must 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 must 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 must be of equal or better quality than the existing materials.

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

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

Q. Binding Effect; Non-Transferability. The privileges, obligations, and provisions of each and every section and requirement of this Ordinance are for and insure solely to the benefit of the Owner, and are 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 will 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.

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

S. 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 Proposed 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 as included in the Vibration and Movement Construction Monitoring Plan, attached to this Ordinance as Exhibit K,

subject to any necessary adjustments approved by the Director of Engineering and Director of Community Development or their designees.

SECTION 9: 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 Development Agreement, or the Final Plat of Consolidation (collectively, ***“Final Approval Documents”***), the permits and approvals granted in the Final Approval Documents may, at the sole discretion of the Village Council, by ordinance duly adopted, be revoked and become null and void. In the event of revocation, the development and use of the Property will 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 10: PAYMENT OF VILLAGE FEES AND COSTS. Except as otherwise provided in the Development Agreement, the Owner must 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 must 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 11: NON-INTERFERENCE WITH BUSINESSES. All construction activities for the Proposed Development must 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 12: EFFECT OF FINAL PLAN APPROVAL.

A. Duration of Final Approval. Except as provided in the Subsection B of this Section, the final approval of the Proposed Development will expire 90 days from the effective date of Sections Three, Four, Five, Six and Seven of this 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.

B. 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 will not be considered a condition beyond 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.

B. Construction. The Owner must 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 must be substantially complete no later than 24 months after the issuance by the Village of the building permit for the Proposed Development.

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

SECTION 13: 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 14: EFFECTIVE DATE.

A. This Ordinance will 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 must be in the form of ***Exhibit M*** 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 14.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 will be of no force or effect and be rendered null and void.

[SIGNATURE PAGE FOLLOWS]

PASSED this ____ day of November, 2024, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this ____ day of _____, 2024.

Signed:

Village President

Countersigned:

Village Clerk

Published by authority of the
President and Board of Trustees
of the Village of Winnetka,
Illinois, this ____ day of _____,
2024.

Introduced: _____, 2024

Passed and Approved: _____, 2024

EXHIBIT A

Legal Description of the Property

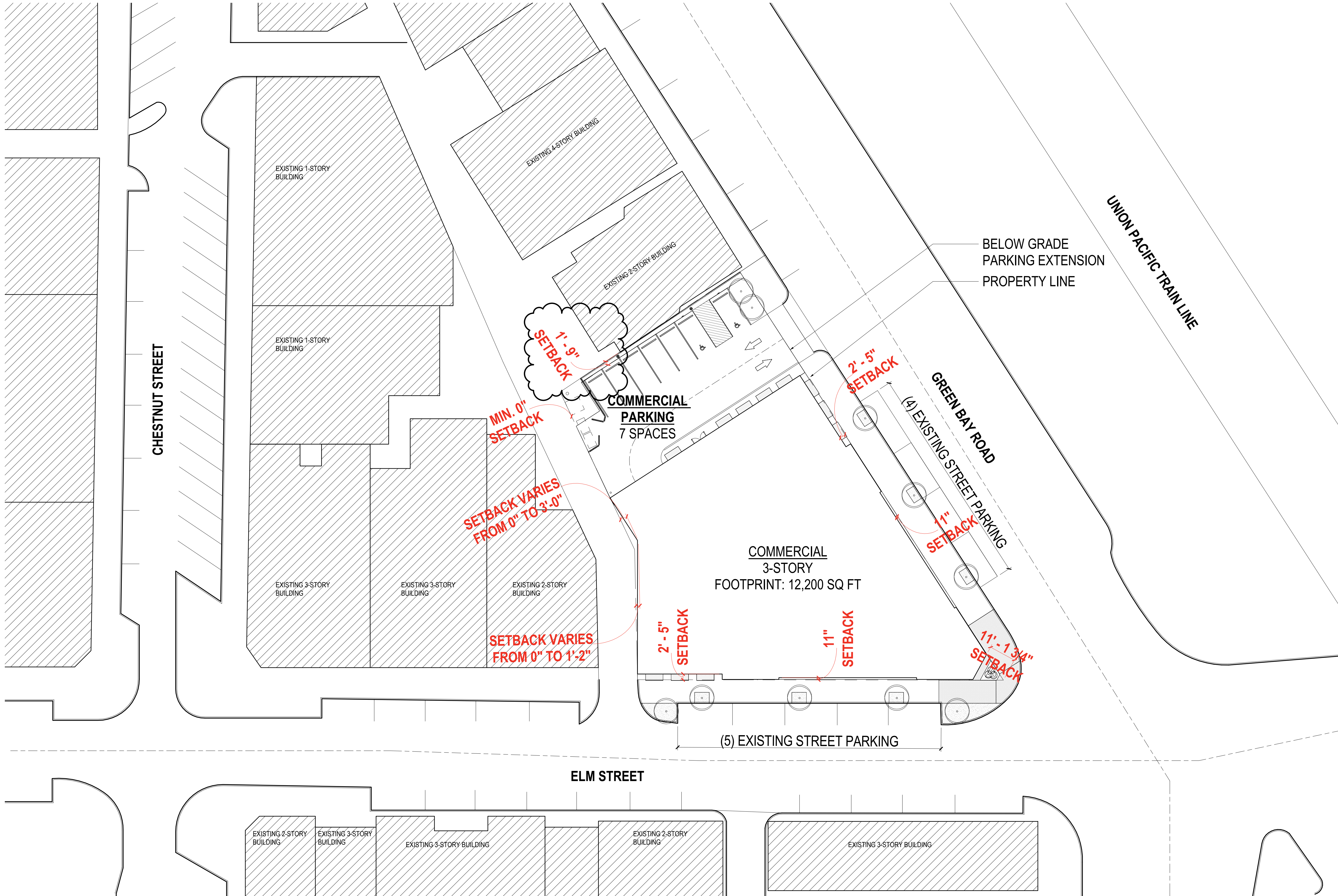
LOTS 1, 2, 3, 4 AND 5 IN DALE AND OTHER SUBDIVISION OF BLOCK 14 IN WINNETKA IN THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF WINNETKA, IN COOK COUNTY, ILLINOIS.

PIN: 05-20-208-018-0000

EXHIBIT B

Floor and Site Plan

8/19/2024 5:00:08 PM Autodesk Docs//10211022.000...JPMC Winnetka\\WIN-GEN\\XXX-XX44-A-0001.rvt



DRAWING INDEX

Sheet Number	Sheet Name
PPR1.100	SITE PLAN
PPR1.101	FLOOR PLANS
PPR1.102	FLOOR PLANS
PPR1.103	ROOF PLAN
PPR2.101	BUILDING ELEVATIONS
PPR2.102	BUILDING ELEVATIONS AND SIGN ELEVATIONS
PPR2.103	BUILDING CROSS SECTIONS
PPR2.301	STREETSCAPE ELEVATIONS

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

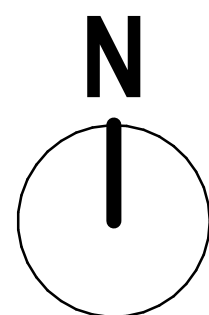
EXCEPTIONS REQUIRED:

- 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

1 SITE PLAN
SCALE: 1" = 20'-0" REF: 01 / A2.00



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
PD1 08/18/2023	Issued For Village PD
PD3 12/22/2023	2nd Revision For Village PD
PD4 01/12/2024	3rd Revision For Village PD
PD5 07/02/2024	Issued For Village PD Final Plan
PD6 08/16/2024	Issued for Village PD-Responses

Seal / Signature

**NOT FOR
CONSTRUCTION**

Project Name

JPMorgan Chase Private Bank,
Winnetka

Project Number

21.1062.000

Description

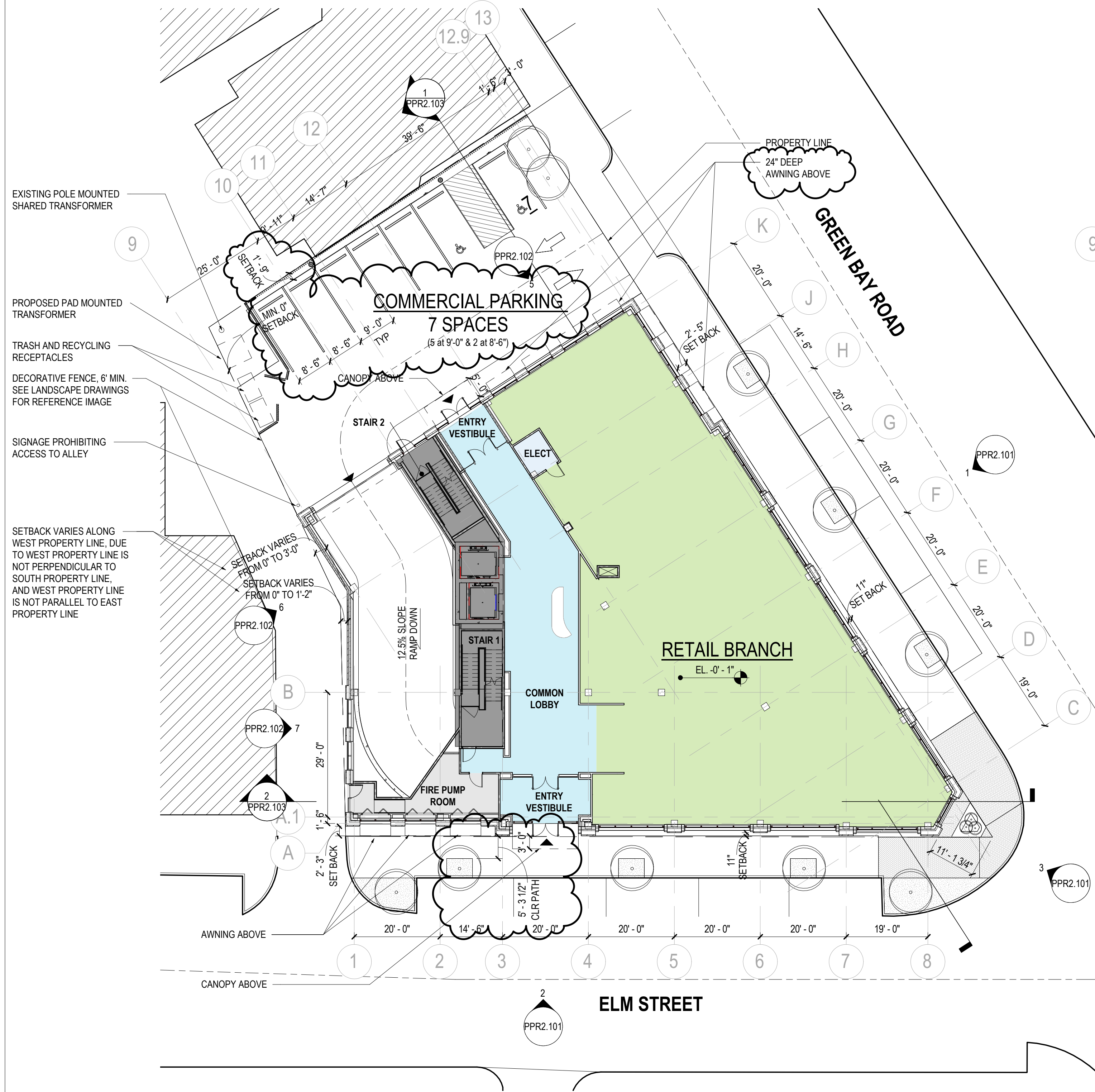
SITE PLAN

Scale

As indicated

PPR1.100

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GSF: 10,400 SF

Floor Area calculated for parking*: 5,000 SF

1 FLOOR PLAN - LEVEL 01_PPR

SCALE: 1/16" = 1'-0" REF: 01 /A2.00

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

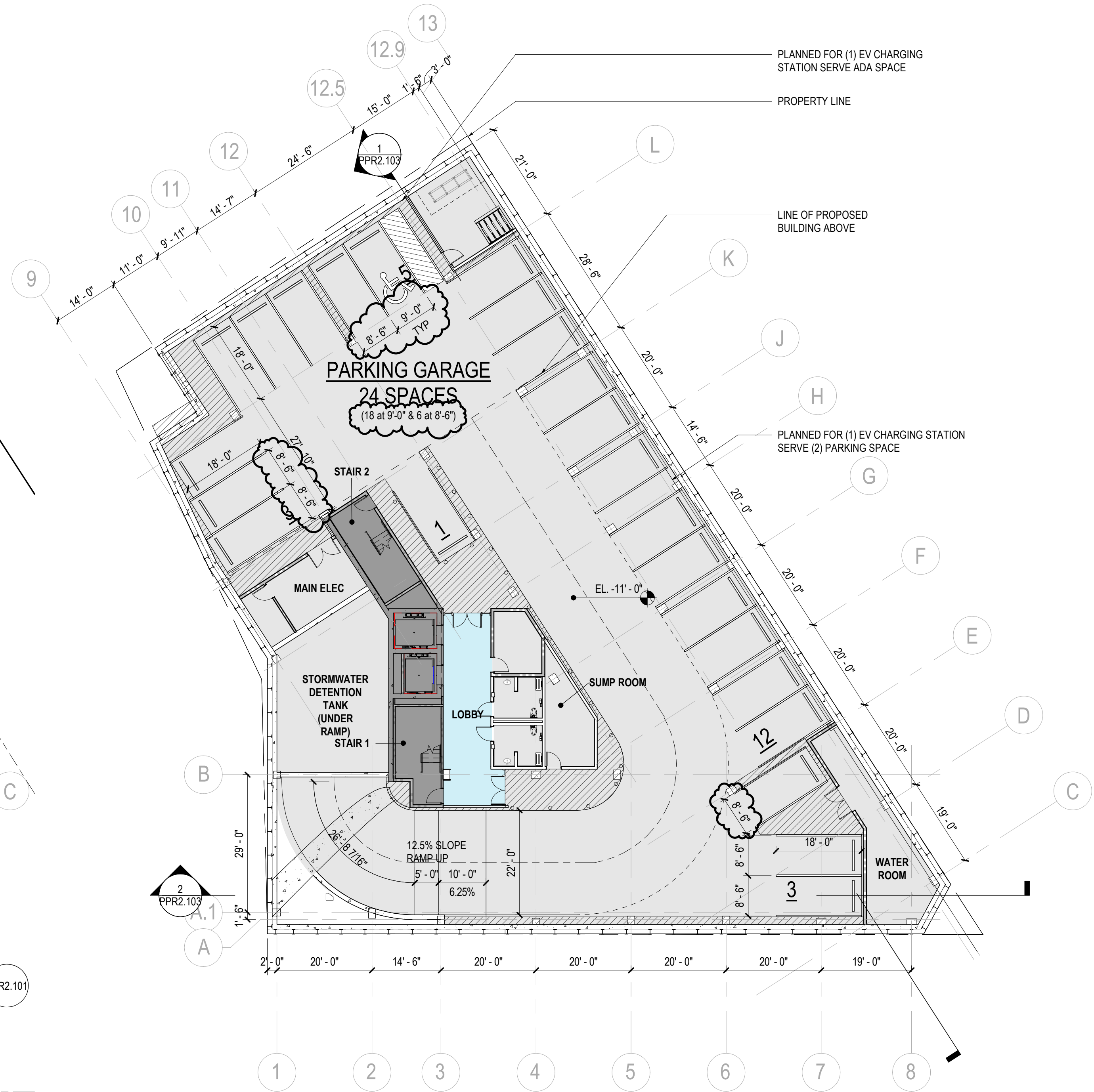
TOTAL PARKING: 31
SURFACE PARKING: 7
BELOW-GRADE PARKING: 24

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

2 FLOOR PLAN - LOWER LEVEL 01_PPR

SCALE: 1/16" = 1'-0" REF: 01 /A3.01

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"

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PD4 01/12/2024	3rd Revision For Village PD
PD5 07/02/2024	Issued For Village PD Final Plan
PD6 09/16/2024	Issued for Village PD-Responses

Seal / Signature

NOT FOR
CONSTRUCTION

Project Name

JPMorgan Chase Private Bank,
Winnetka

Project Number

21.1062.000

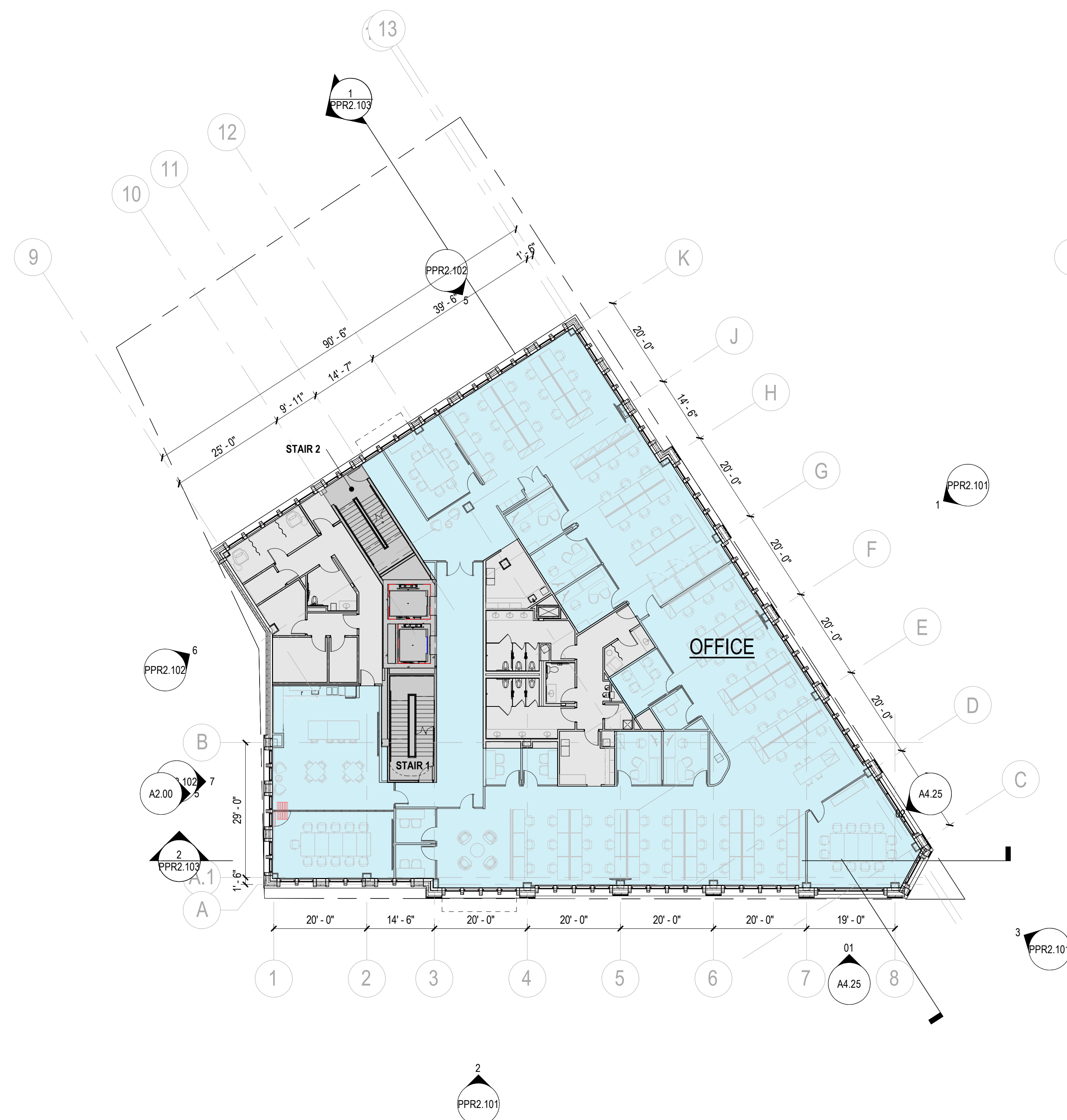
Description

FLOOR PLANS

Scale

As indicated

PPR1.101



GSF: 12,200 SF

Floor Area calculated for parking*: 5,700 SF

1 FLOOR PLAN - LEVEL 02

SCALE: 1/16" = 1'-0" REF:01 /A2.00

<u>DEVELOPMENT SUMMARY</u>	
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: 12,200 SF

Floor Area calculated for parking*: 4,700 SF

2 FLOOR PLAN - LEVEL 03

SCALE: 1/16" = 1'-0" REF:01 /A2.00

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."

JPMORGAN CHASE & CO.

791 Elm St, Winnetka, IL 60093

Gensler

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

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PD1 08/18/2023	Issued For Village PD
PD4 01/12/2024	3rd Revision For Village PD
PD5 07/02/2024	Issued For Village PD Final Plan
PD6 08/16/2024	Issued for Village PD-Responses

Seal / Signature

**NOT FOR
CONSTRUCTION**

Project Name

JPMorgan Chase Private Bank,
Winnetka

Project Number

21.1062.000

	Description
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FLOOR PLANS

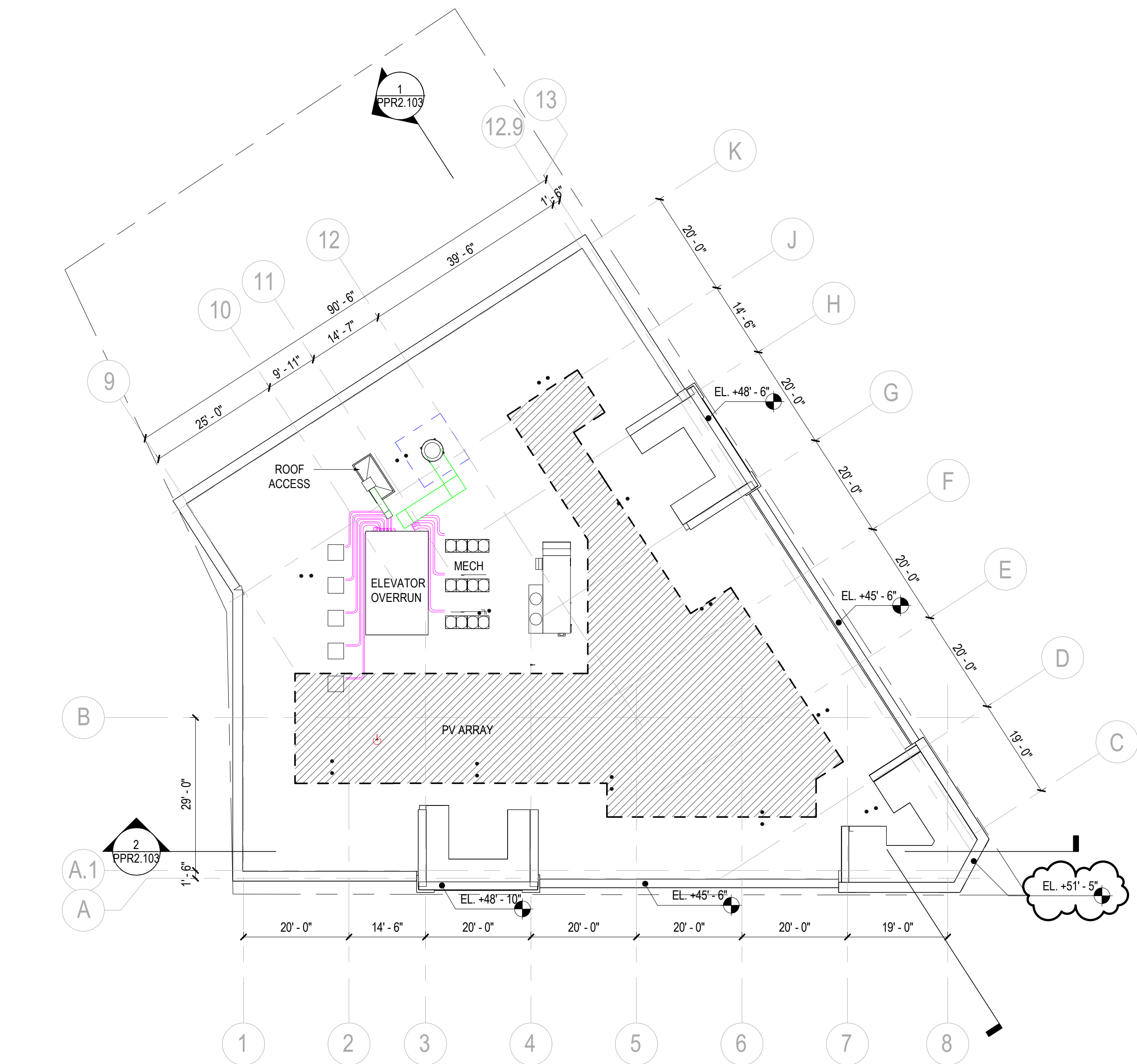
Scale

As indicated

PPR1.102

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8/19/2024 5:08:44 PM Autodesk Docs\\J211022.000 - JPMC Winnetka\\WIN-GEN\\XXX-XX44-A-0001.rvt



AREA AVAILABLE FOR PHOTOVOLTAIC ARRAY

1 FLOOR PLAN - ROOF_PPR

SCALE: 1/16" = 1'-0" REF: 01 / A2.00

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

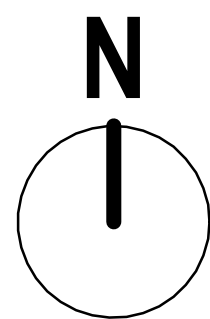
TOTAL PARKING: 31
SURFACE PARKING: 7
BELOW-GRADE PARKING: 24

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
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SPECIAL USE REQUIRED:

- RETAIL BANK
- PARKING AT STREET LEVEL



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Seal / Signature

NOT FOR
CONSTRUCTION

Project Name

JPMorgan Chase Private Bank,
Winnetka

Project Number

21.1062.000

Description

ROOF PLAN

Scale

As indicated

PPR1.103

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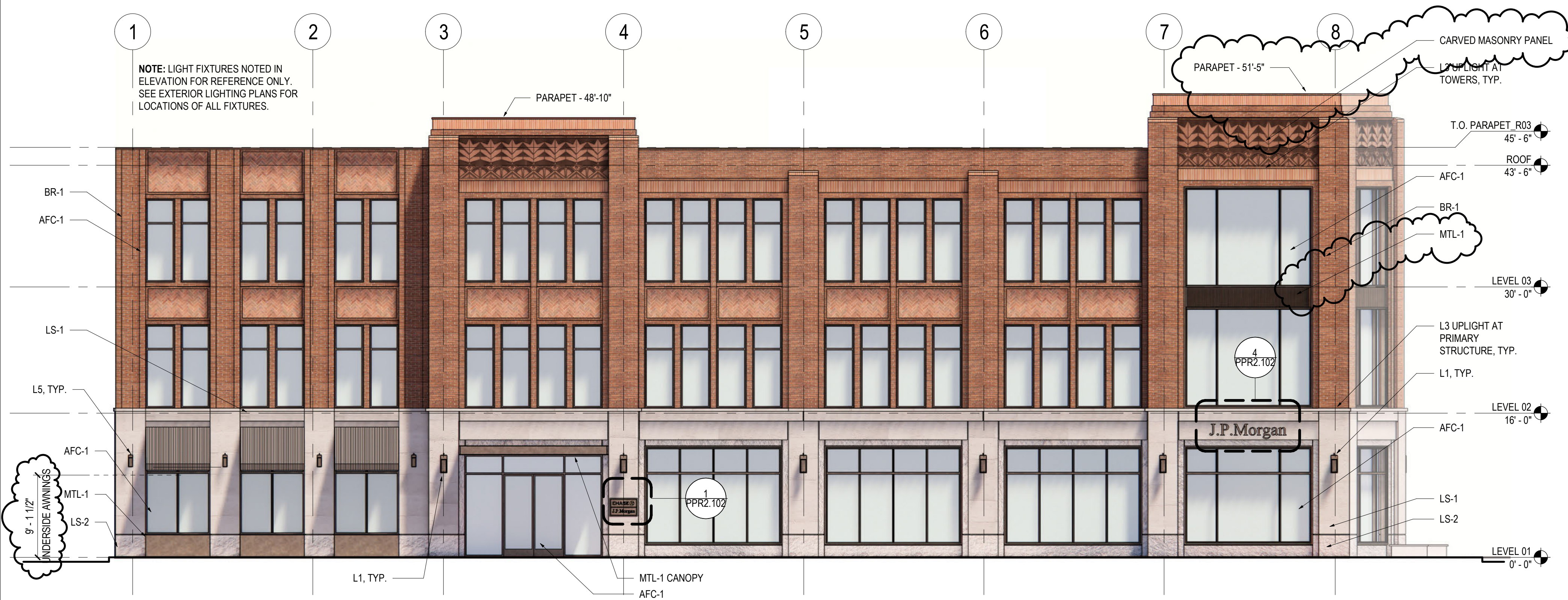
EXHIBIT C

Final Building and Sign Elevations Plan

Autodesk Docs\\J21-1022.000 - JPMC Winnetka\\WIN-GEN\\XXX-XX-4-A-0001.rvt 8/19/2024 5:08:45 PM



1 ELEVATION - GREEN BAY RD
SCALE: 1/8" = 1'-0" REF: 1 /CPR 2



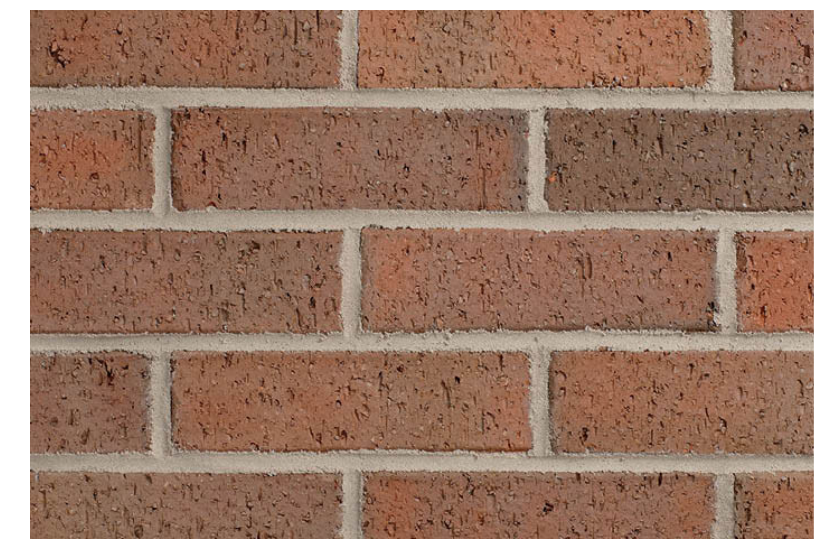
2 ELEVATION - ELM STREET
SCALE: 1/8" = 1'-0" REF: 2 /CPR 2

TAG	DESCRIPTION	COLOR	MANUFACTURER
AFC-1	ALUMINUM-FRAMED CURTAIN WALL / WINDOW WALL	DARK BRONZE FRAME LOW-IRON GLASS	OLD CASTLE OR EQ.
BR-1	BRICK	AUTUMN HARVEST BLEND	GLEN-GERY
LS-1	LIMESTONE	STANDARD BUFF, SMOOTH	POLYCOR
LS-2	LIMESTONE	STANDARD BUFF, SPLIT FACE	POLYCOR
LVR-1	LOUVER	COLOR TO MATCH BR-1	CONSTRUCTION SPECIALTIES OR EQ.
MTL-1	FORMED METAL CLADDING	DARK BRONZE	PURE FREEFORM

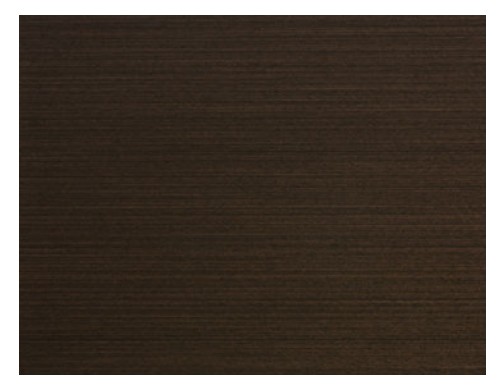
LS-1 LIMESTONE - STANDARD BUFF, SMOOTH



BR-1 BRICK



LS-2 LIMESTONE - STANDARD BUFF, SPLIT FACE

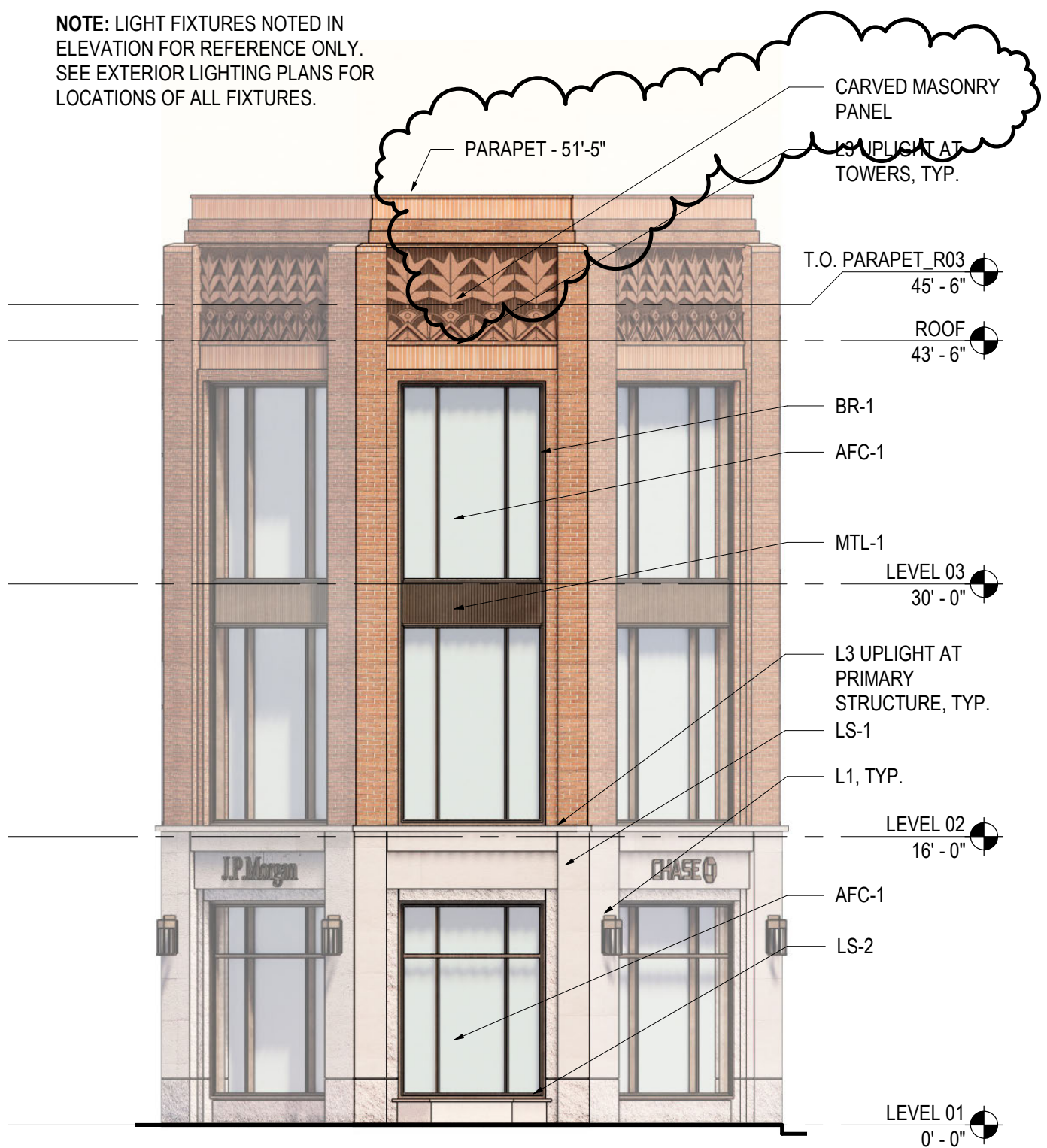


MTL-1, AFC-1 DARK BRONZE

LVR-1 COLOR TO MATCH BRICK

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

NOTE: LIGHT FIXTURES NOTED IN ELEVATION FOR REFERENCE ONLY. SEE EXTERIOR LIGHTING PLANS FOR LOCATIONS OF ALL FIXTURES.



3 ELEVATION - SOUTHEAST CORNER
SCALE: 1/8" = 1'-0" REF: 1 /CPR 2

JPMORGAN CHASE & Co.

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Seal / Signature

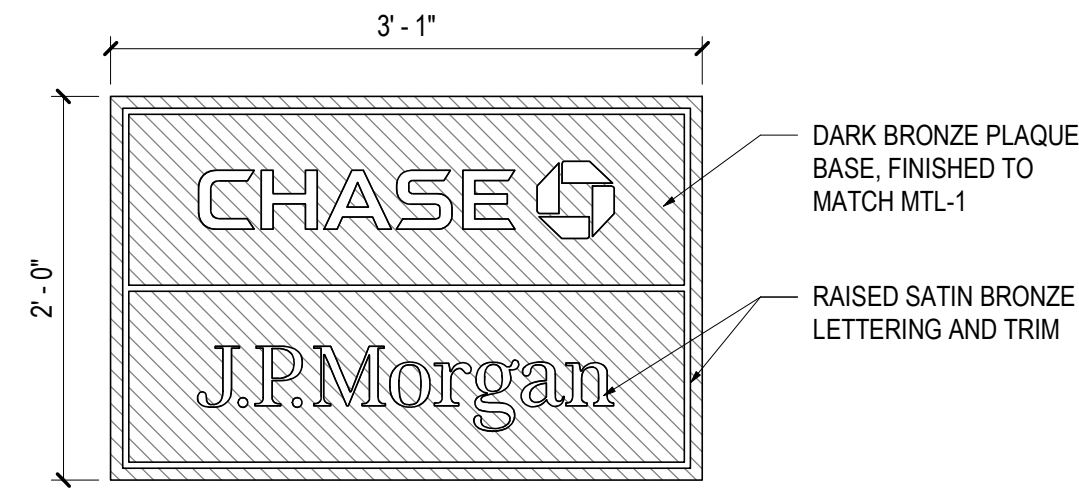
NOT FOR CONSTRUCTION

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

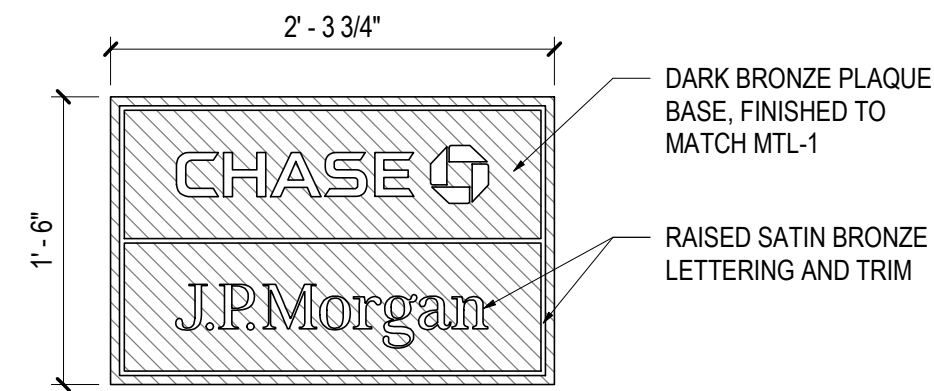
Scale
As indicated

PPR2.101

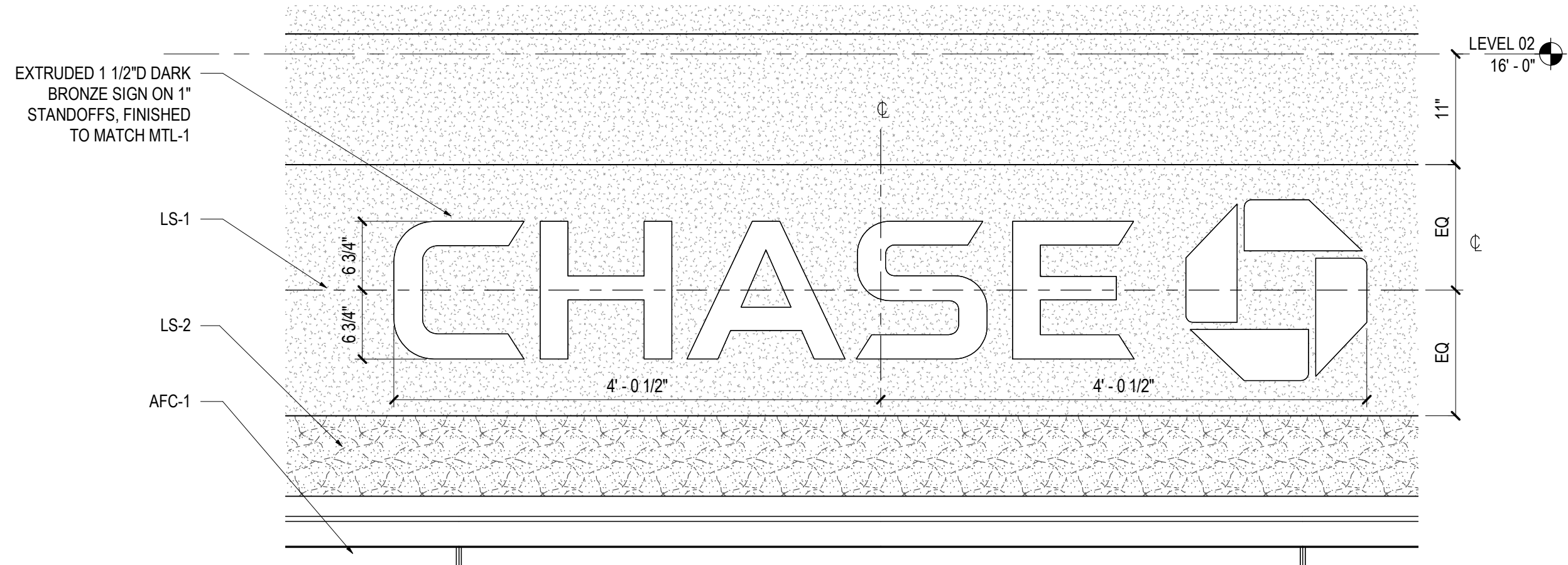
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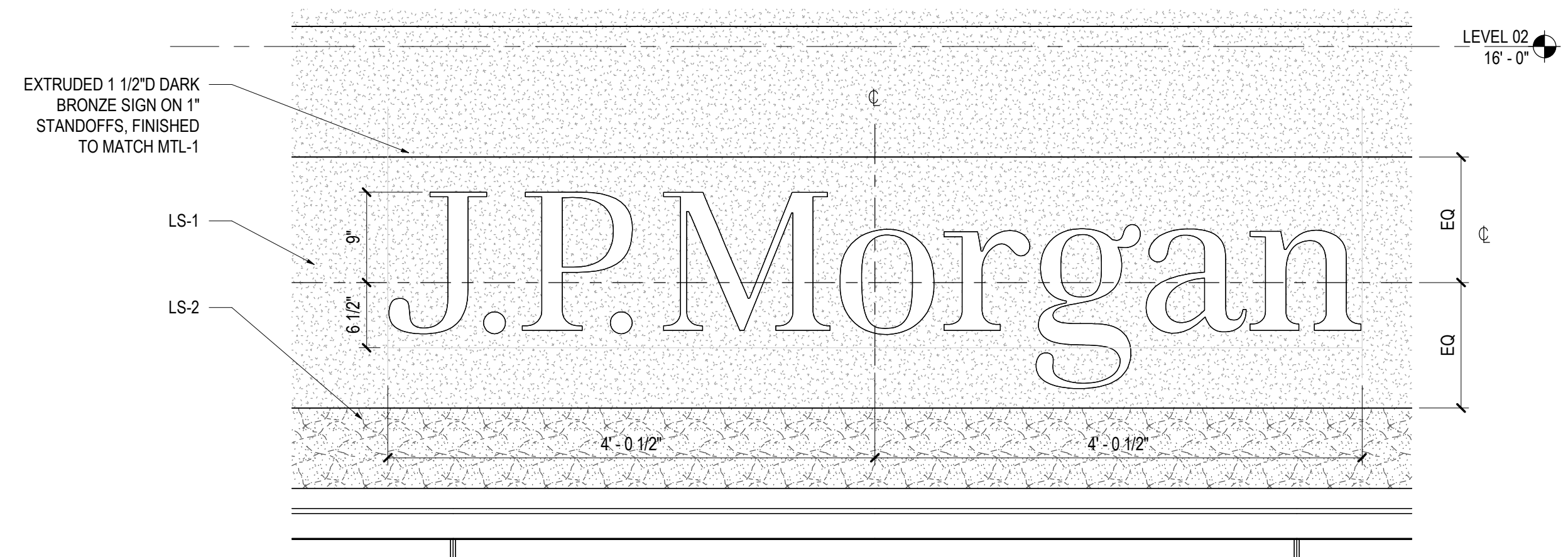
1 DETAIL - SIGNAGE - SOUTH ENTRY PLAQUE
SCALE: 1" = 1'-0" REF :05 /A4.25



3 DETAIL - SIGNAGE - NORTH ENTRY PLAQUE
SCALE: 1" = 1'-0" REF :5 /PPR2.102



2 SIGN ELEVATION - GREEN BAY RD
SCALE: 1" = 1'-0" REF :1 /PPR2.101



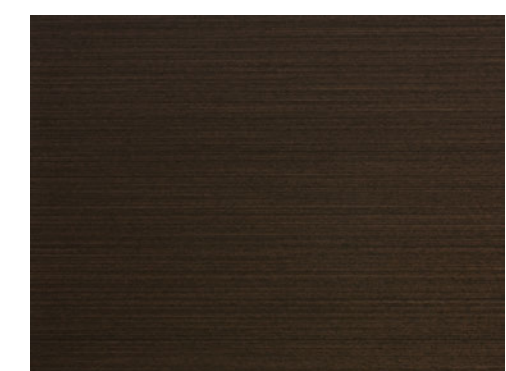
4 SIGN ELEVATION - ELM STREET
SCALE: 1" = 1'-0" REF :05 /A4.25

TAG	DESCRIPTION	COLOR	MANUFACTURER
AFC-1	ALUMINUM-FRAMED CURTAIN WALL / WINDOW WALL	DARK BRONZE FRAME LOW-IRON GLASS	OLD CASTLE OR EQ.
BR-1	BRICK	AUTUMN HARVEST BLEND	GLEN-GERY
LS-1	LIMESTONE	STANDARD BUFF, SMOOTH	POLYCOR
LS-2	LIMESTONE	STANDARD BUFF, SPLIT FACE	POLYCOR
LVR-1	LOUVER	COLOR TO MATCH BR-1	CONSTRUCTION SPECIALTIES OR EQ.
MTL-1	FORMED METAL CLADDING	DARK BRONZE	PURE FREEFORM

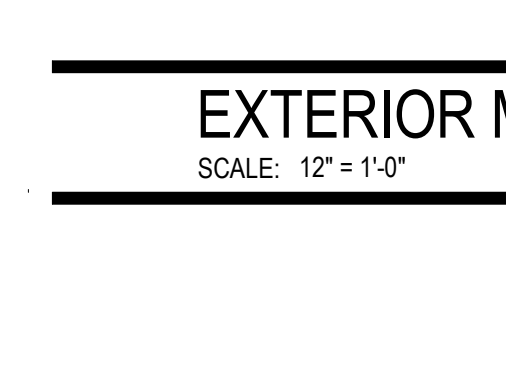
LS-1
LIMESTONE - STANDARD BUFF, SMOOTH



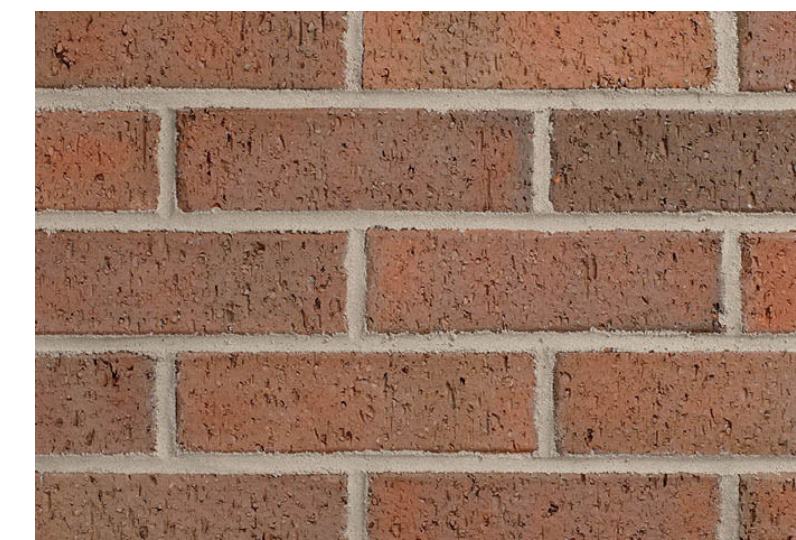
LS-2
LIMESTONE - STANDARD BUFF, SPLIT FACE



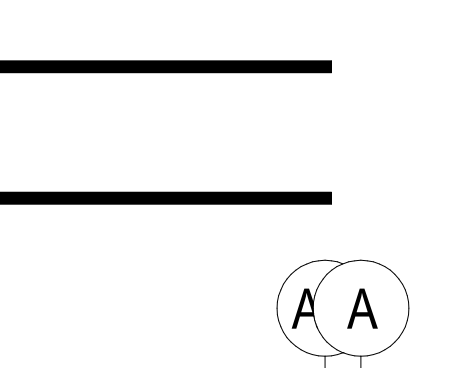
MTL-1, AFC-1
DARK BRONZE



BR-1
BRICK



LVR-1
COLOR TO MATCH BRICK

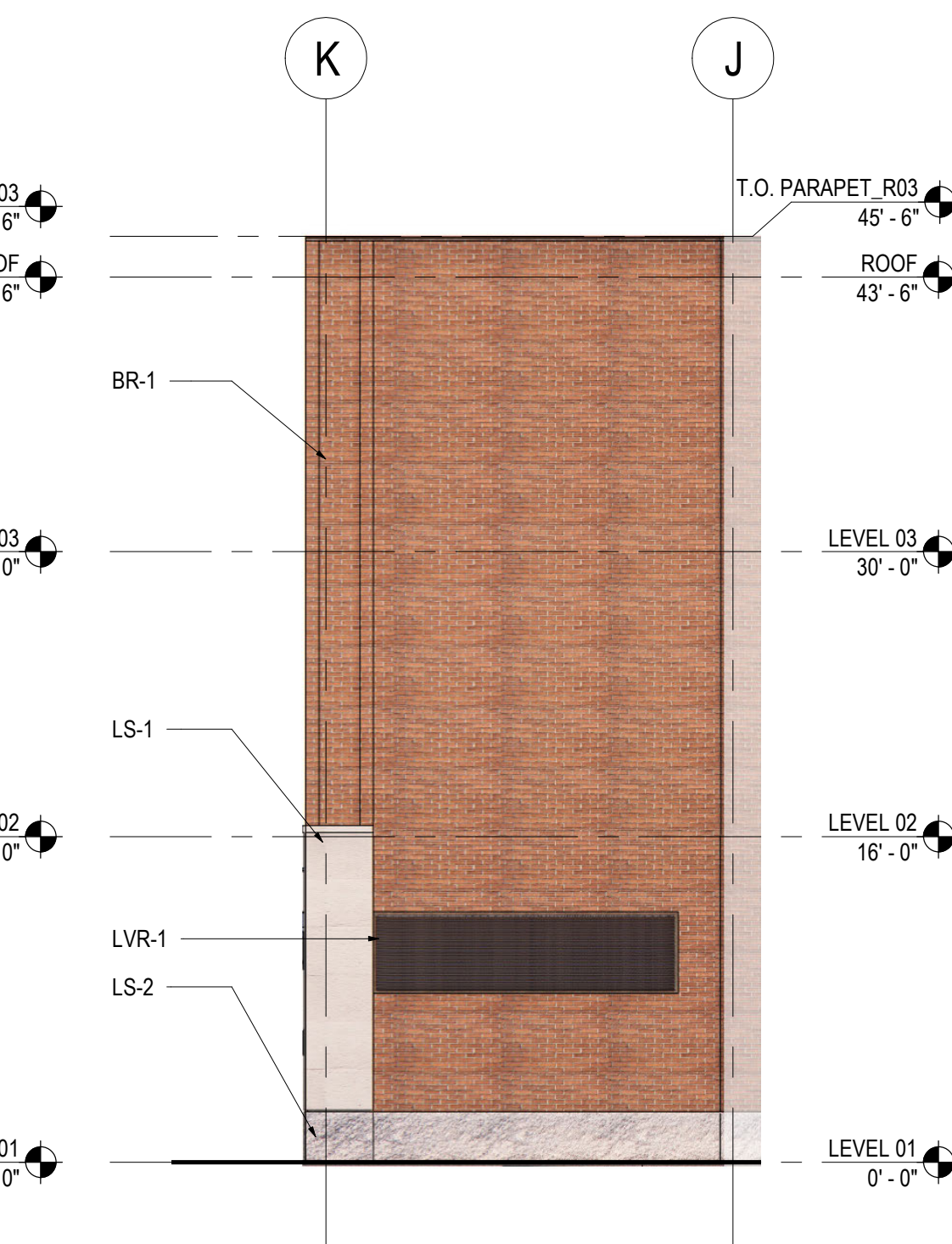


EXTERIOR MATERIALS

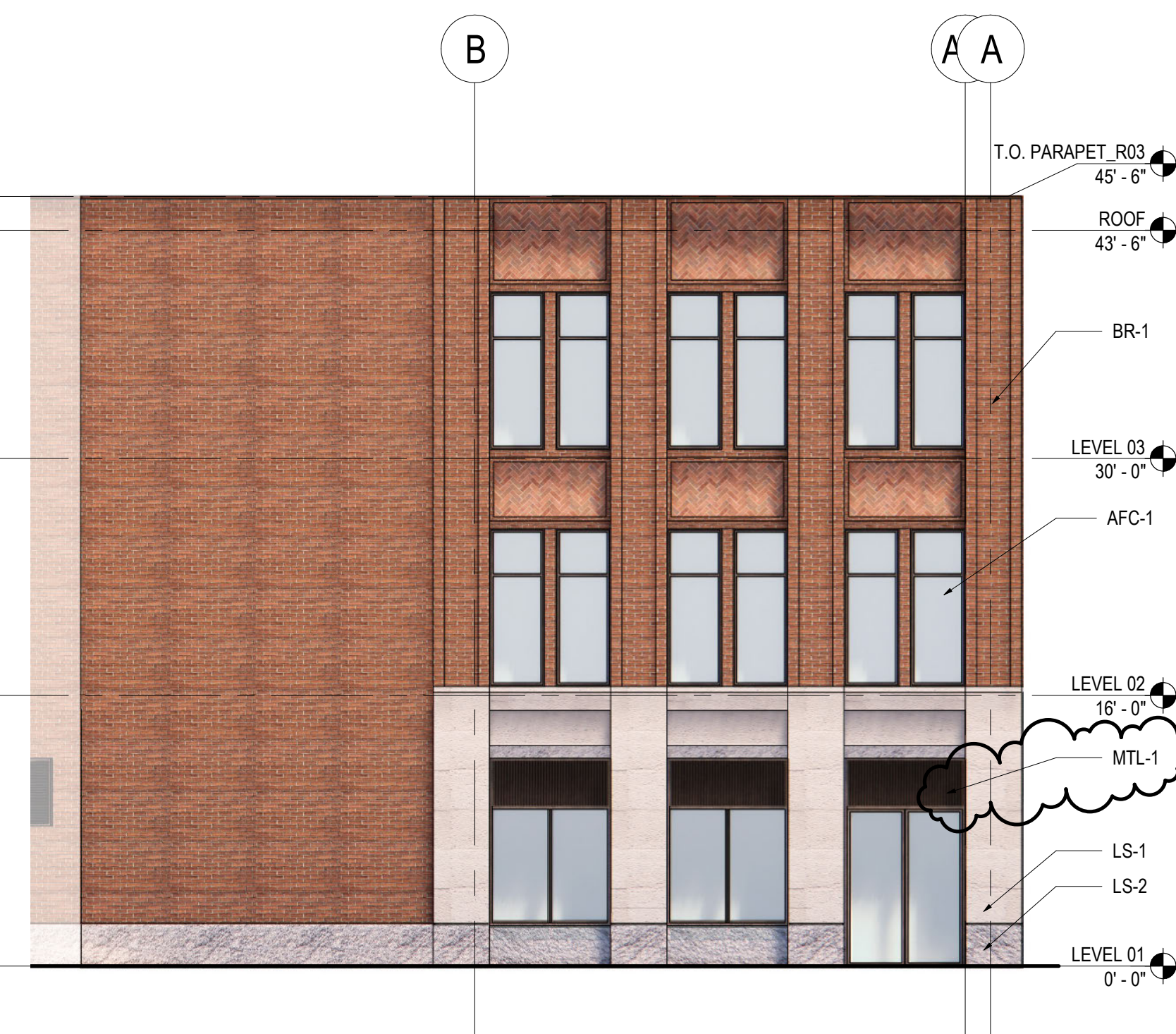
SCALE: 12" = 1'-0"



5 ELEVATION - NORTH
SCALE: 1/8" = 1'-0" REF :1 /CPR 2



6 ELEVATION - ALLEY NORTH
SCALE: 1/8" = 1'-0" REF :2 /CPR 2



7 ELEVATION - ALLEY SOUTH
SCALE: 1/8" = 1'-0" REF :2 /CPR 2

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Seal / Signature

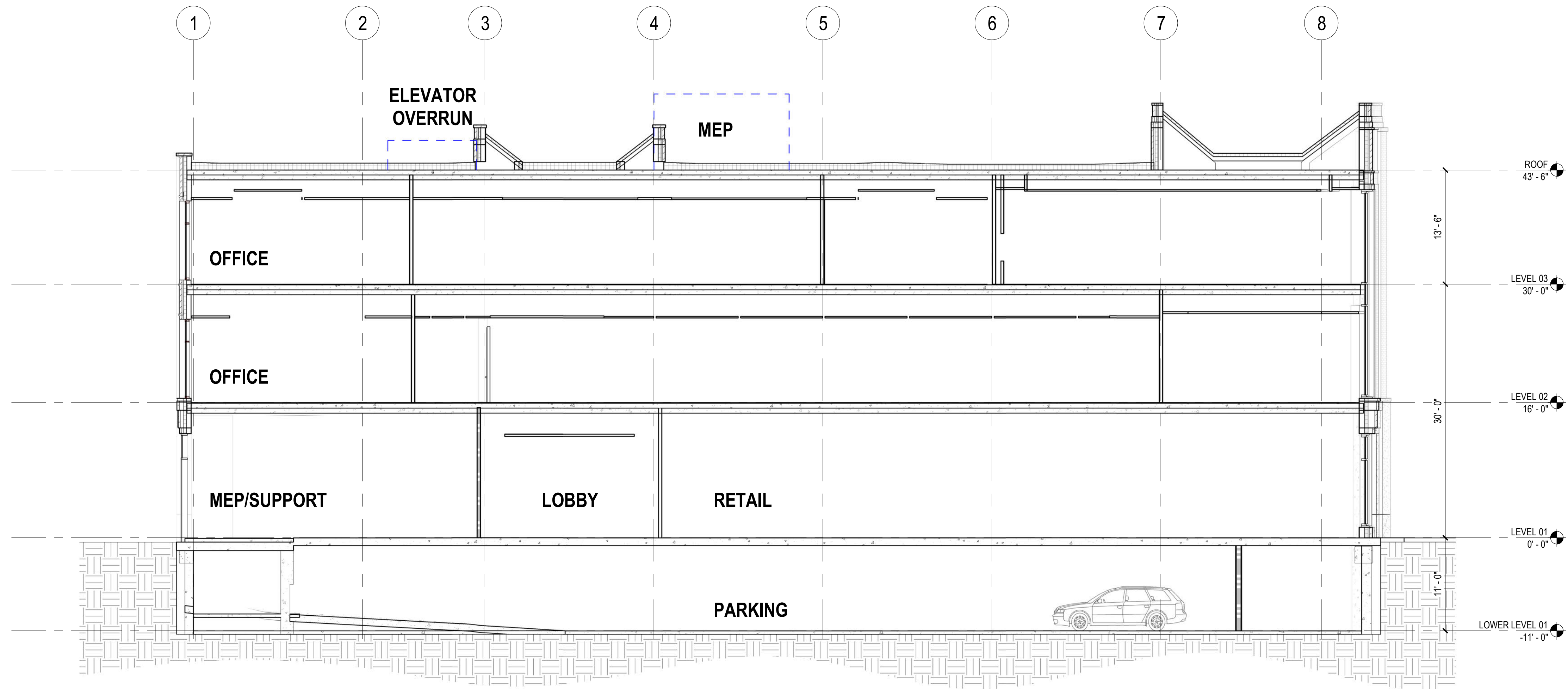
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CONSTRUCTION

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

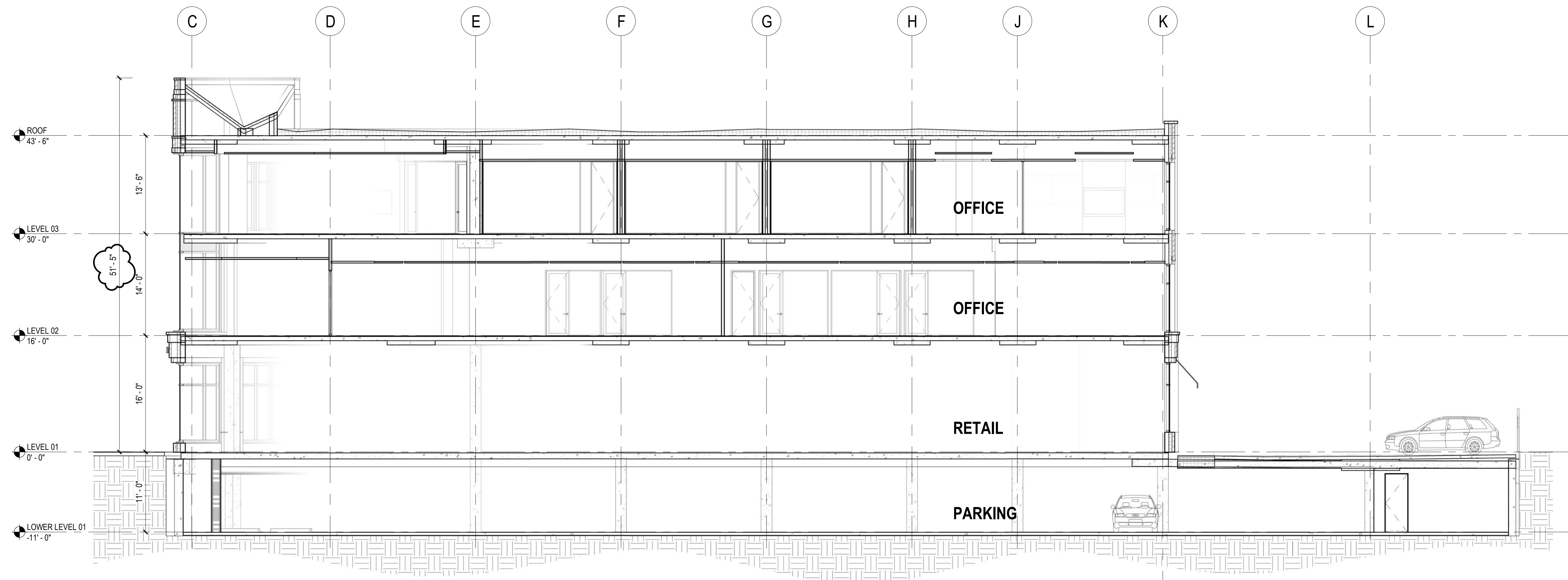
Scale
As indicated

PPR2.102

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2 BUILDING SECTION - ELM STREET_PPR
SCALE: 1/8" = 1'-0" REF: 1 / PPR1.101



1 BUILDING SECTION - GREEN BAY ROAD_PPR
SCALE: 1/8" = 1'-0" REF: 3 / LCA 1.1

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Seal / Signature

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Project Number

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Description

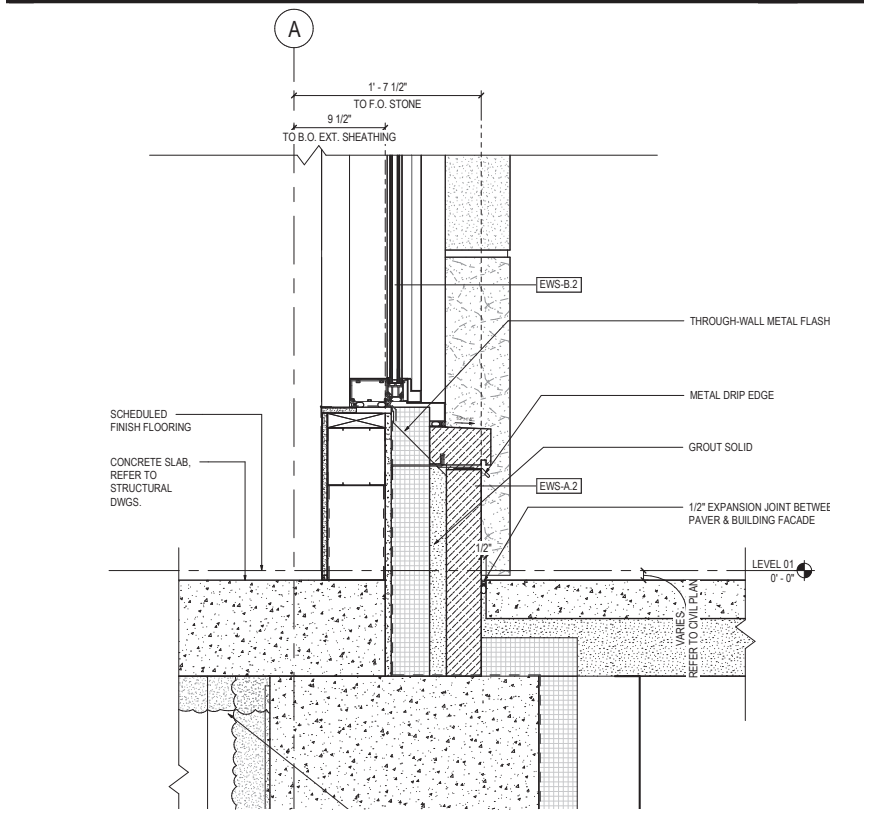
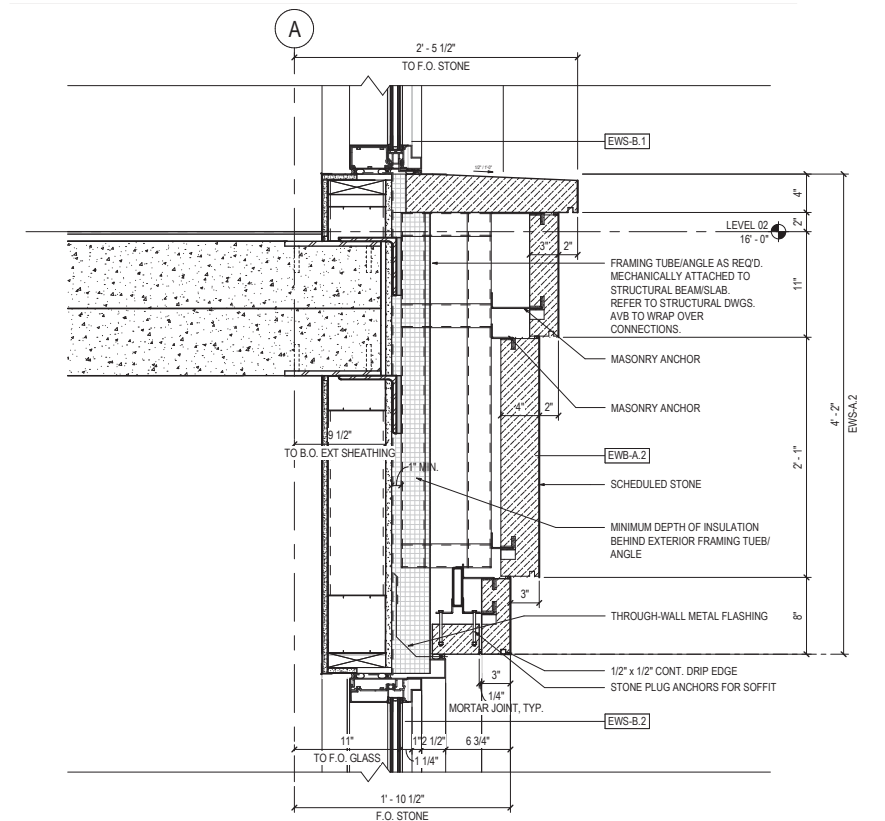
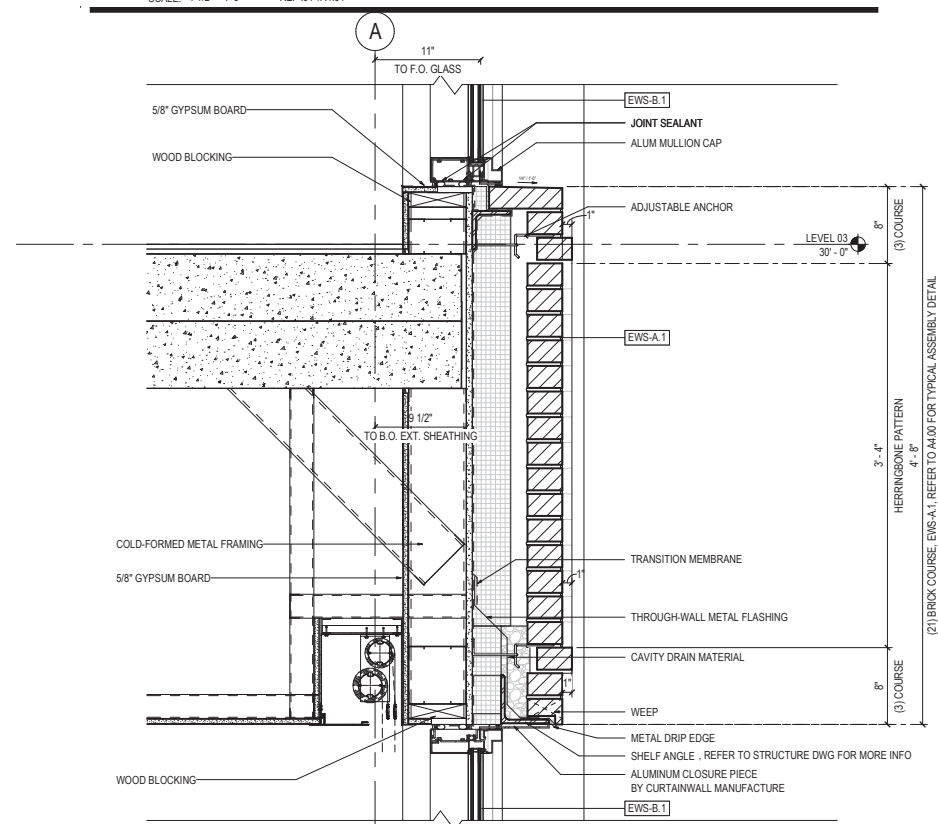
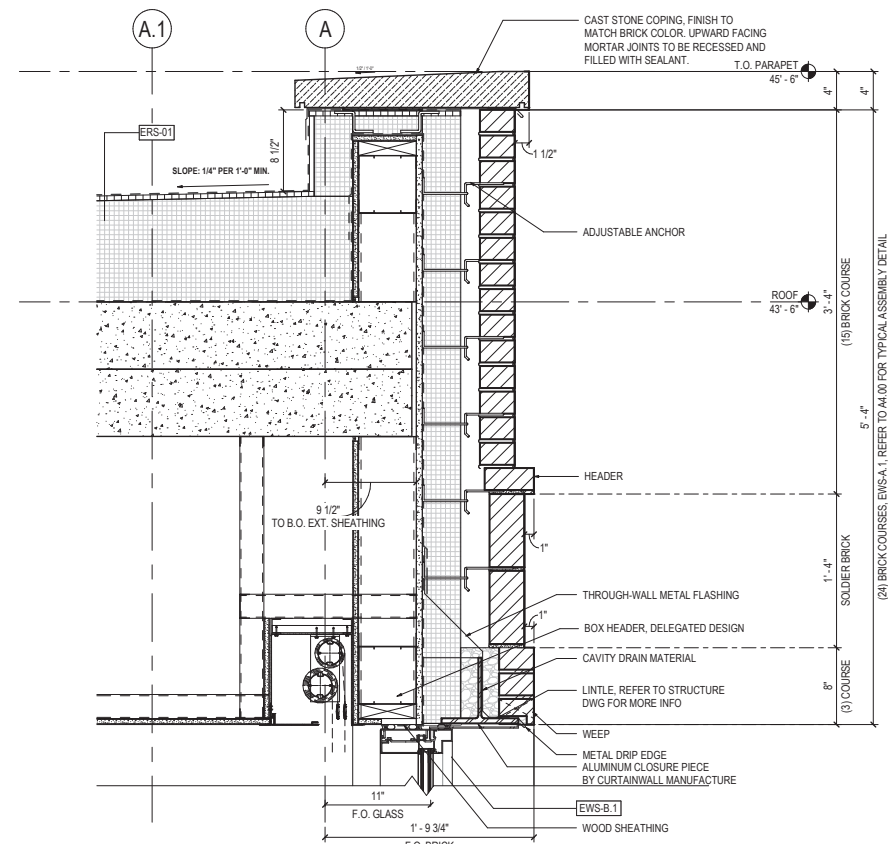
BUILDING CROSS SECTIONS

Scale

1/8" = 1'-0"

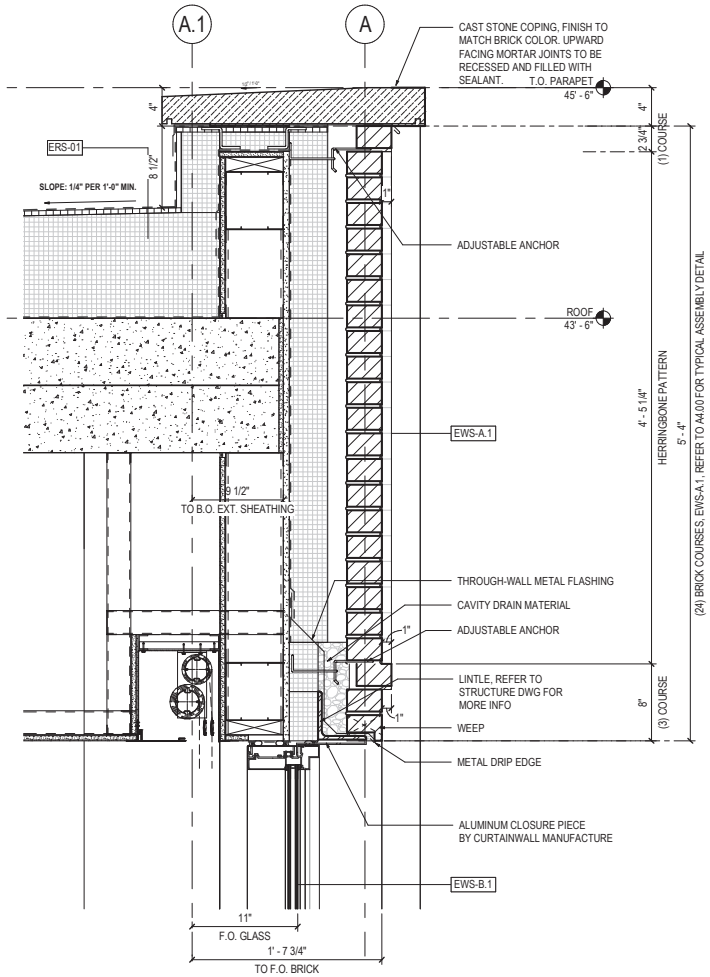
PPR2.103

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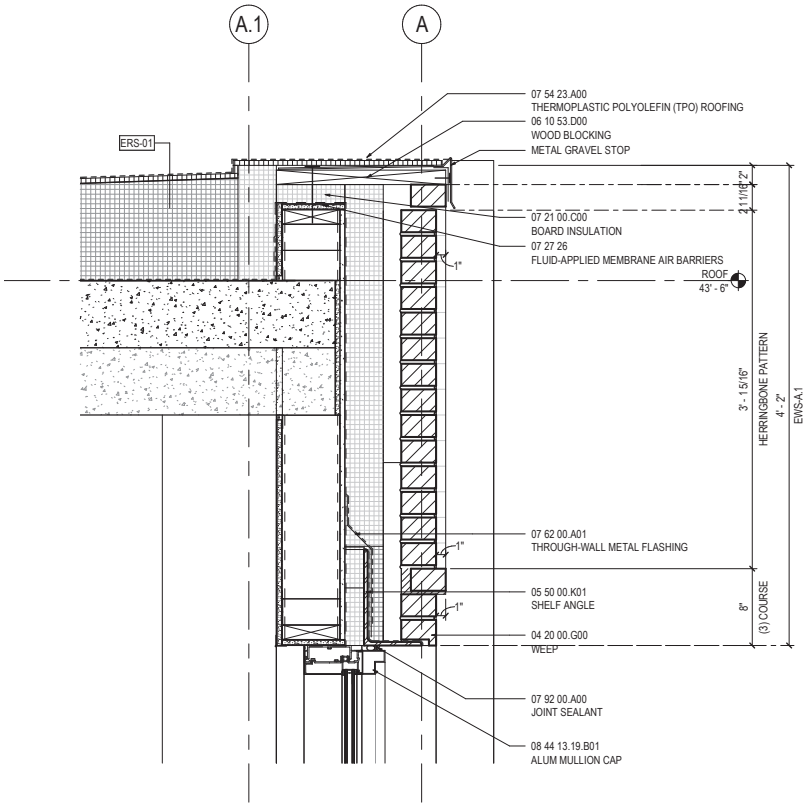
END BAY



01 ENLARGED SECTION DETAIL - BAY TYPE 04 - ROOF PARAPET
SCALE: 1 1/2" = 1'-0" REF: 01 J04.04

FINAL PLAN SUBMISSION

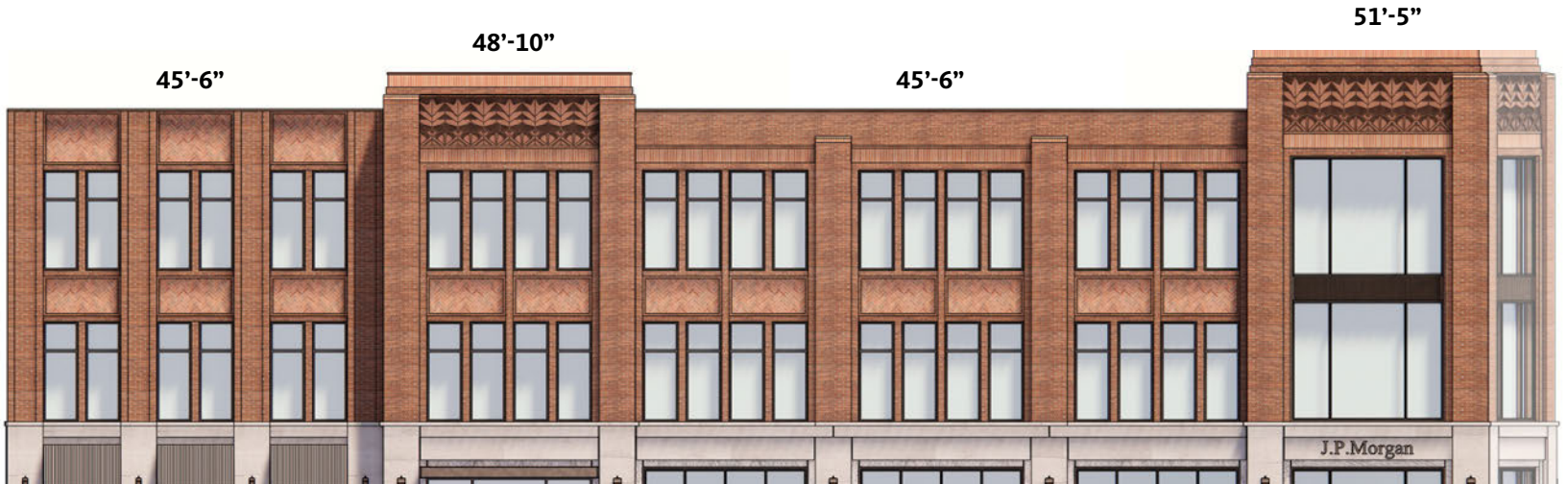
- TOP OF ROOF STRUCTURE AT 43'-6"
- TOP OF PARAPET AT 45'-6"



01 ENLARGED SECTION DETAIL - BAY TYPE 04 - ROOF PARAPET
SCALE: 1 1/2" = 1'-0"

PRELIMINARY PLAN SUBMISSION

- TOP OF ROOF STRUCTURE AT 43'-6"
- TOP OF PARAPET AT 44'-6"



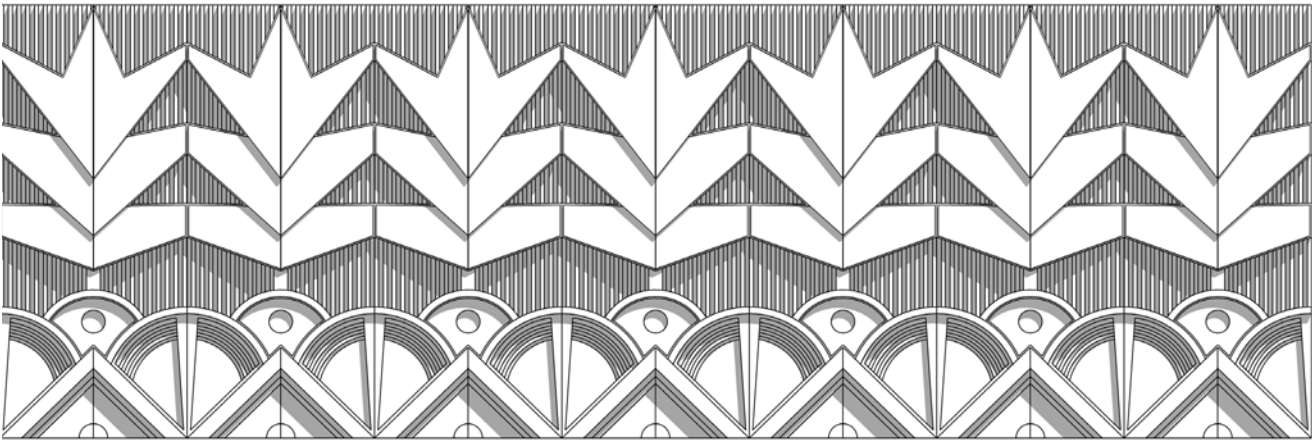


EXHIBIT D

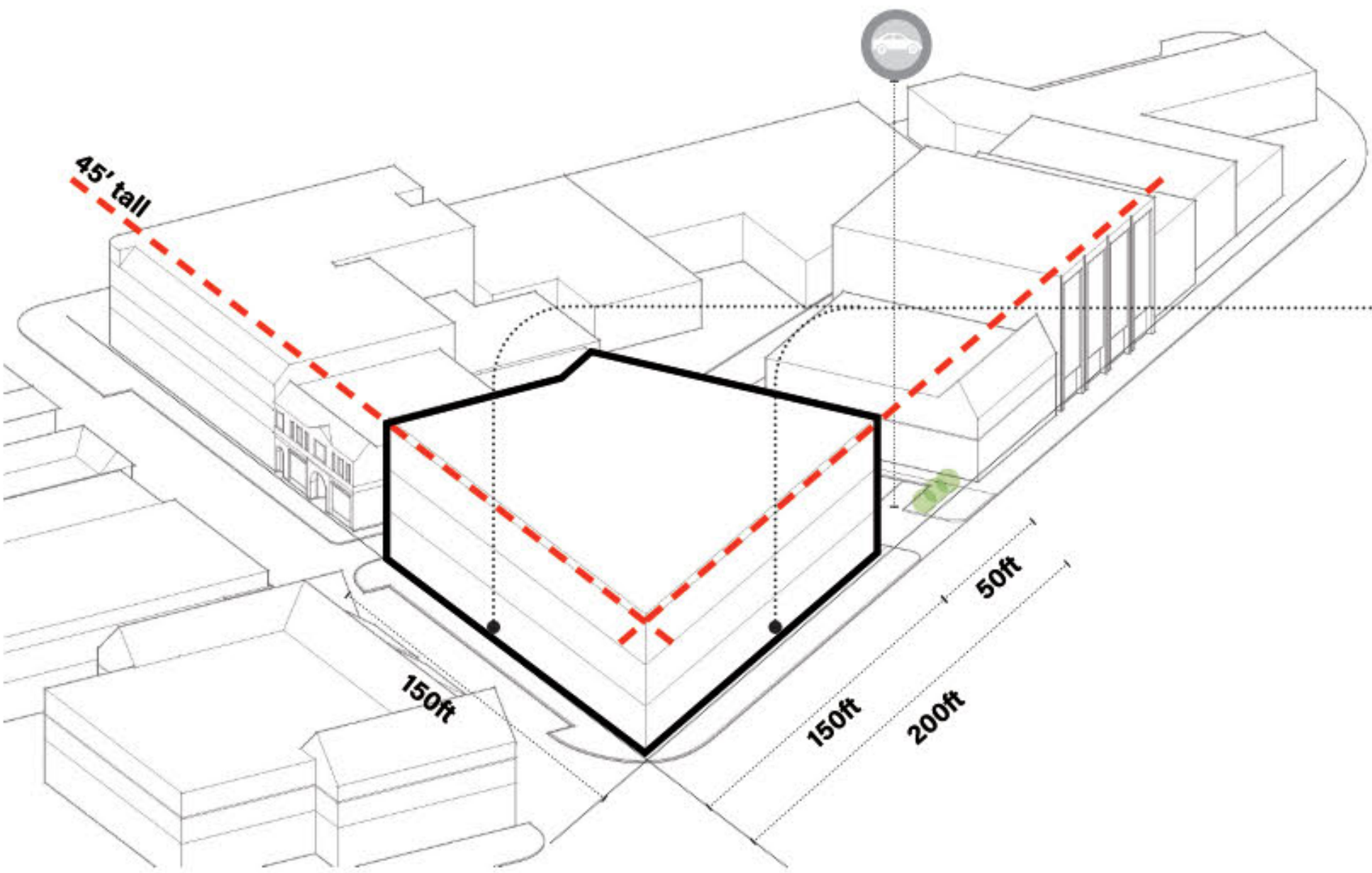
Massing Strategies Plan

Gensler

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Suite 300
Chicago, IL 60602
United States

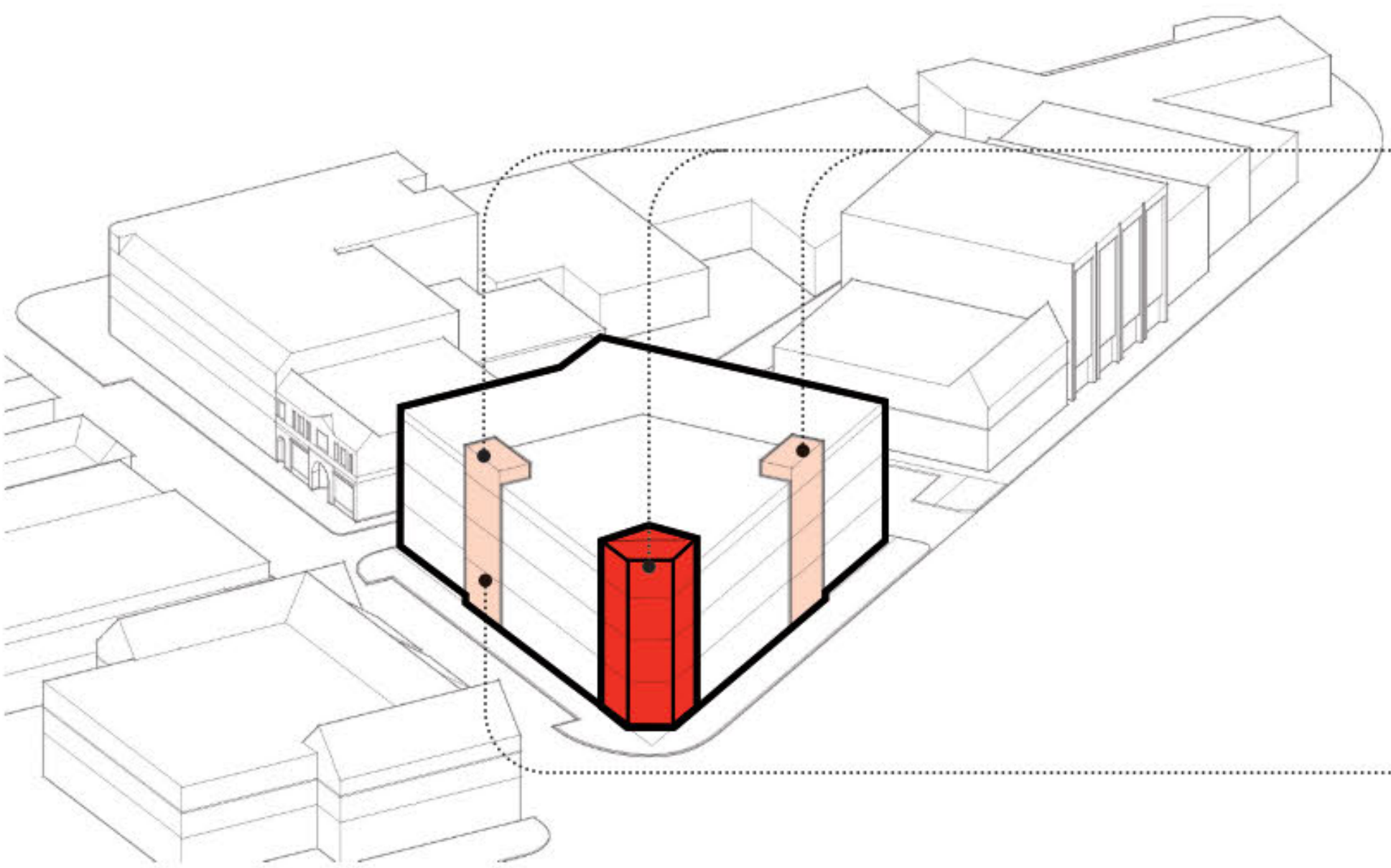
Tel 312.456.0123
Fax 312.456.0124

BUILDING MASS



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

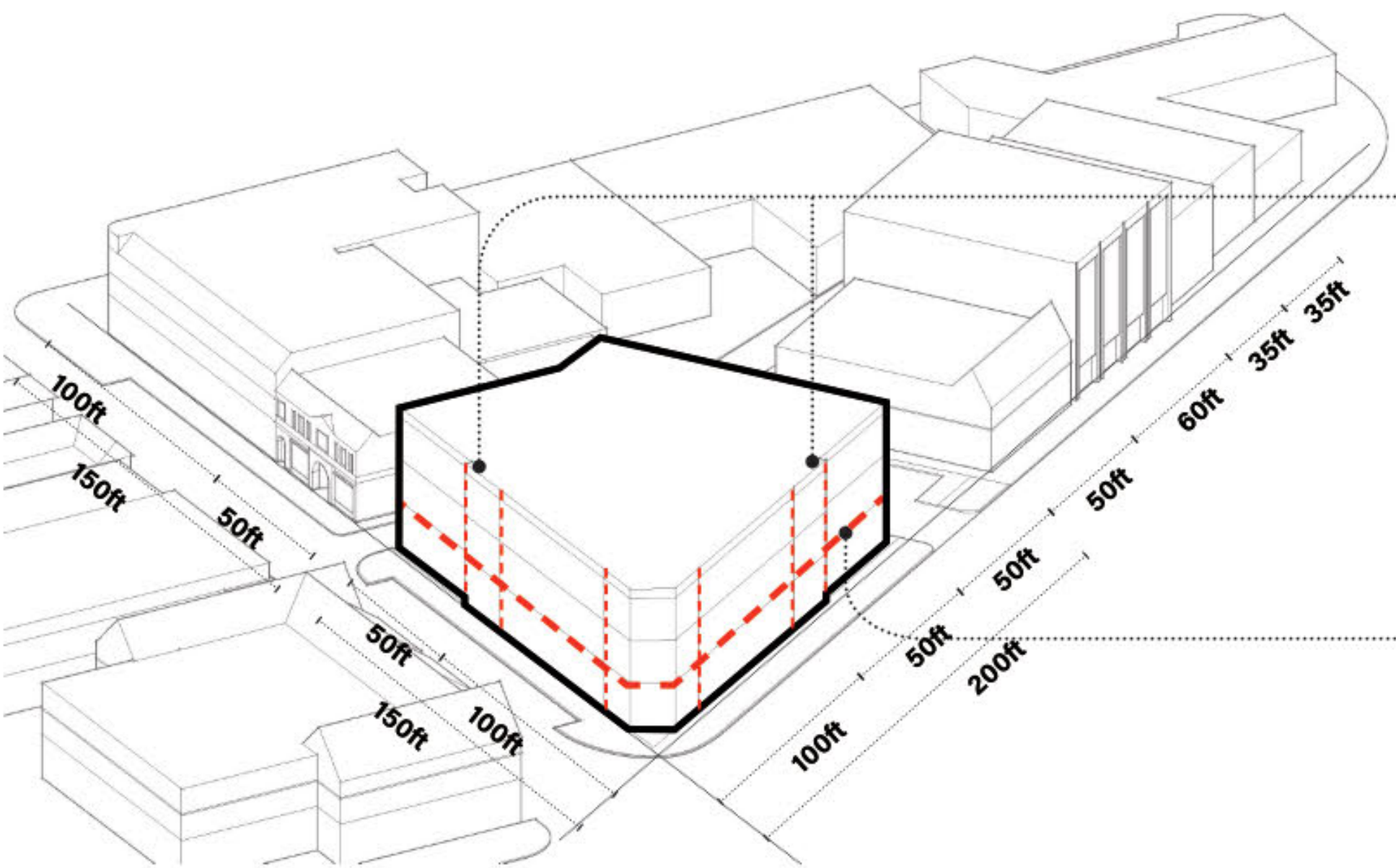
ARTICULATION



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

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

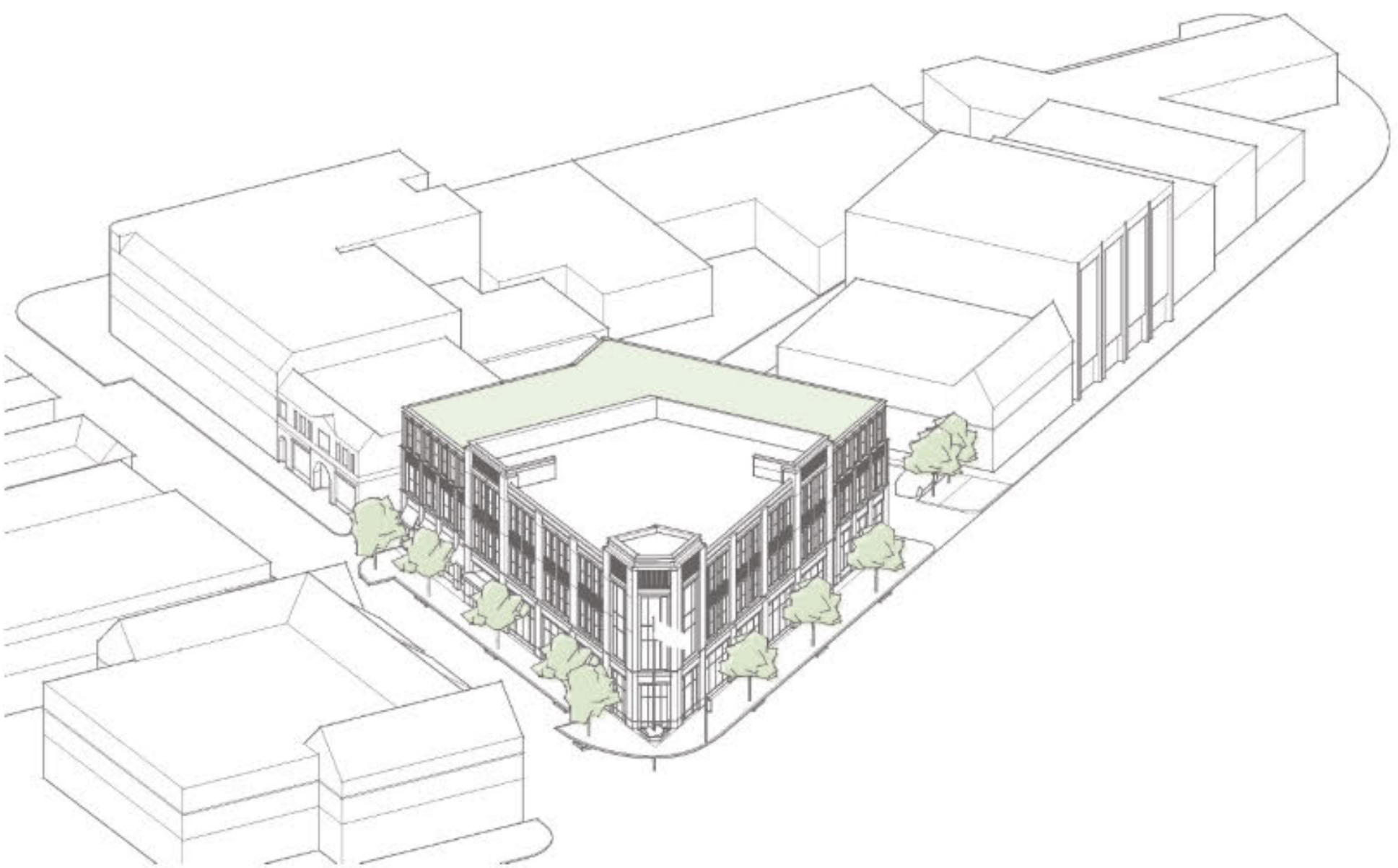
PROPORTION /SCALE



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

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

FIT IN THE CONTEXT



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

Seal / Signature

NOT FOR
CONSTRUCTION

Project Name

JPMorgan Chase Private Bank,
Winnetka

Project Number

21.1062.000

Description

MASSING STRATEGIES

Scale

PPR2.100

EXHIBIT E

Exterior Lighting Plan



Plan View
Scale - 1/16" = 1ft

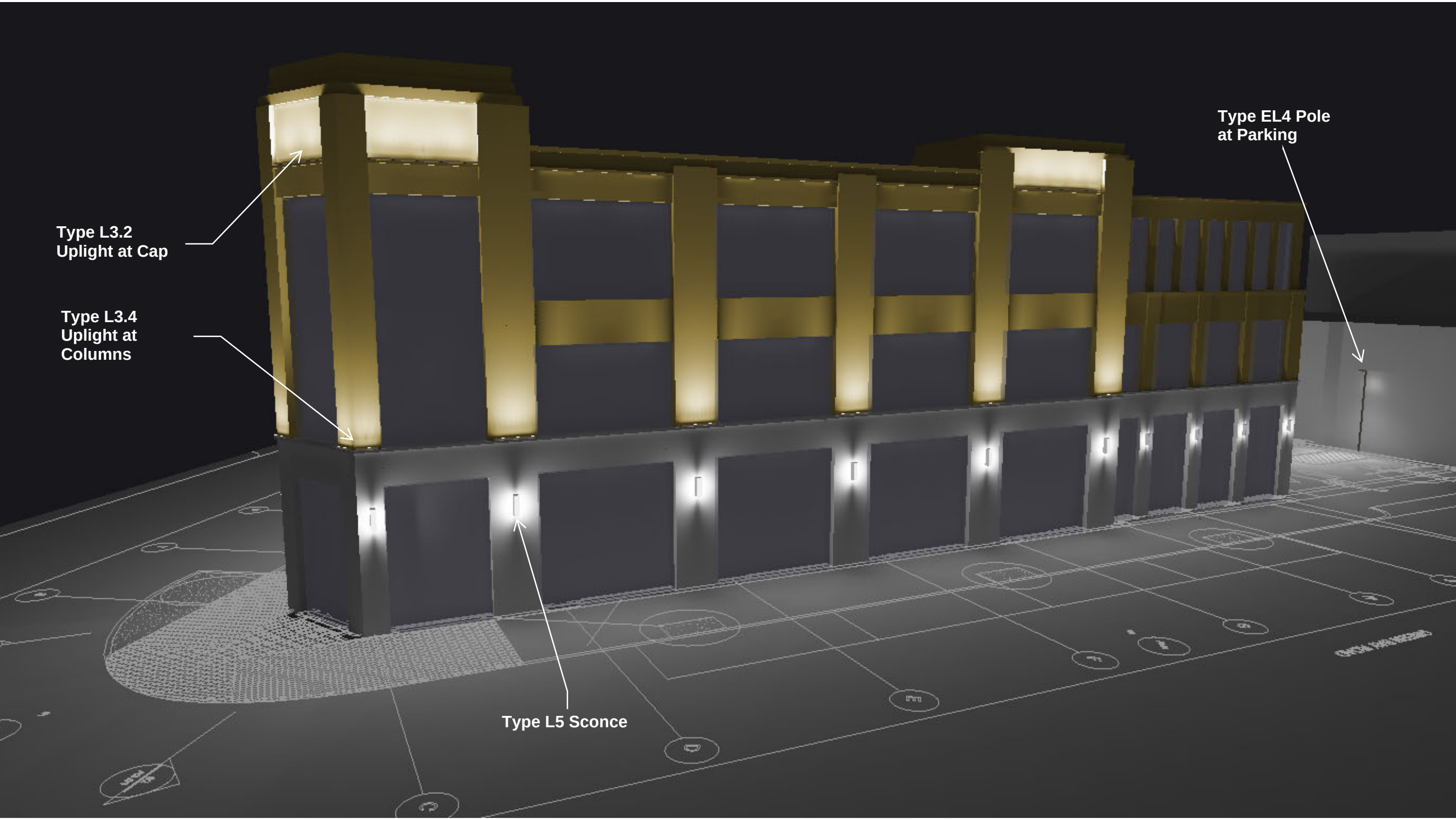
Statistics						
Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
ALL CALC POINTS	+	0.7 fc	20.3 fc	0.0 fc	N/A	N/A
PARKING LOT ONLY	X	3.9 fc	13.7 fc	0.6 fc	22.8:1	6.5:1

NOTES:	
1. CALCULATION POINT WORK PLANE: GRADE LEVEL	
2. FIXTURE MOUNTING HEIGHT: VARIES - REFER TO ARCH. DWGS.	
3. CALCULATIONS PROVIDED BY KSA ARE NOT A GUARANTEE OF PERFORMANCE. ACTUAL LIGHT LEVELS MAY VARY.**	

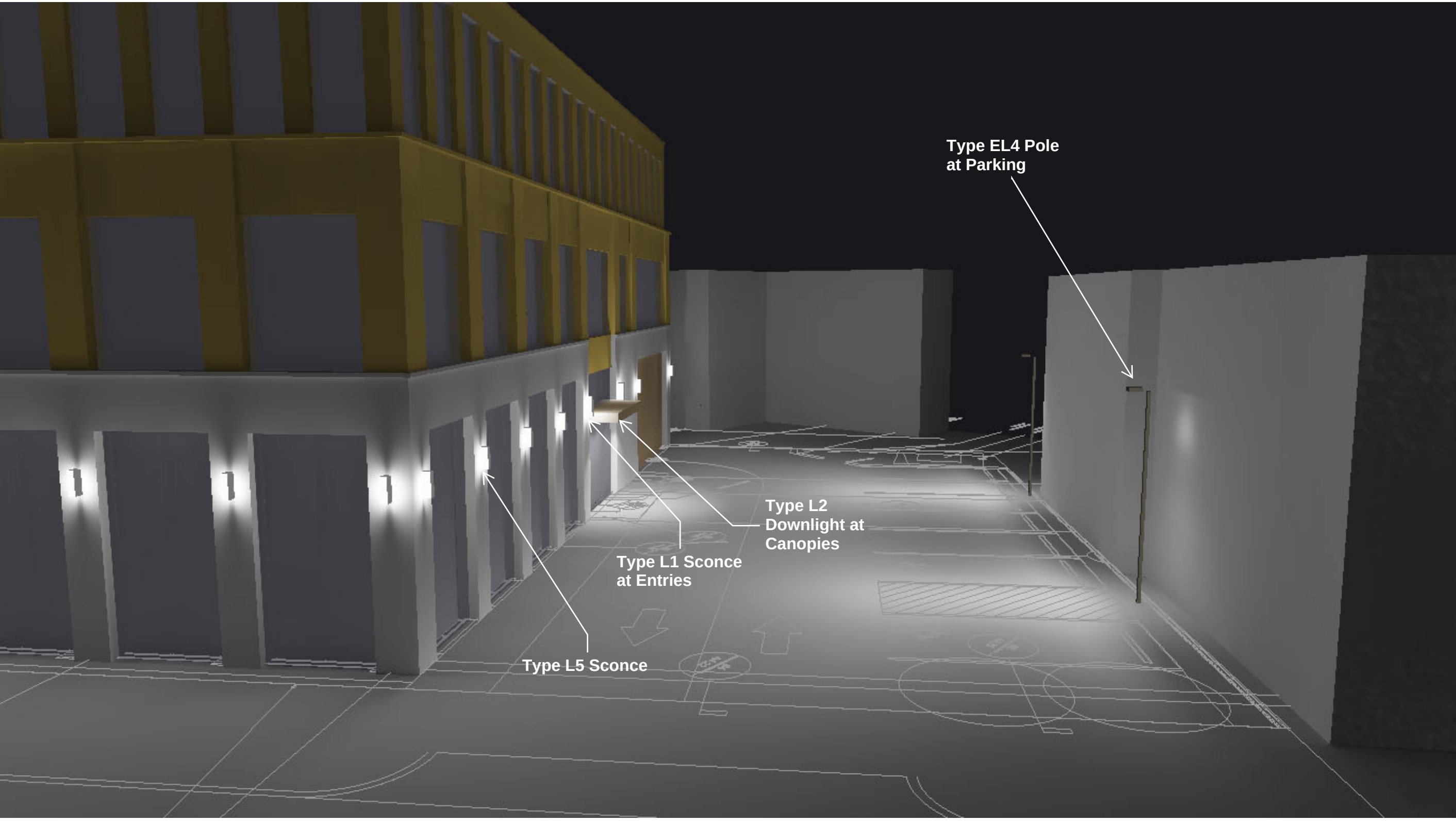
Schedule							
Symbol	Label	Quantity	Manufacturer	Catalog Number	Description	Light Loss Factor	Wattage
^	L1	14	Visual Comfort	CHO 2442BZ-CG	Irving Large Bracked Wall Lantern	0.93	27
○	L2	6	BEGA Converted by LUMCat V 08.07.2014 / 26.10.2017	55 826	55 826	0.93	15.5
	L3.2	12	LUMENPULSE LIGHTING LONGUEUIL, QUEBEC	LOGN-4W-48V-24-30K-80-10x60-CL-XX-SI RUN AT 48 VDC		0.93	8.2
	L3.4	20	LUMENPULSE LIGHTING LONGUEUIL, QUEBEC	LOGN-4W-48V-48-30K-80-10x60-CL-XX-BRZ RUN AT 48 VDC		0.93	16.1
□	EL4	2	BEGA Converted by LUMCat V 30.11.2016 / H.R.		84 407 K3	0.93	61
^	L5	14	Visual Comfort	CHO 2445BZ-CG	Irvine Medium 3/4 Wall Lantern	0.93	12



RENDERED VIEW



RENDERED VIEW



RENDERED VIEW

**This document contains confidential and proprietary information of KSA Lighting & Controls. This document may only be used by or for the benefit of KSA Lighting & Controls representatives and customers. This lighting layout is not a professional engineering drawing and is provided for informational purposes only, without warranty as to accuracy, completeness, reliability or otherwise. KSA Lighting & Controls is not responsible for specifying the light fixtures or illumination requirements for any specific project, nor is it responsible for meeting municipal or building code requirements. It is the obligation of the end-user to consult with a professional engineering advisor to determine whether this lighting layout meets the applicable project requirements for lighting system performance, safety, suitability and effectiveness for use in a particular application. Field verification is recommended when calculations are based on end-user or customer-provided information. End-user environment and application (including, but not limited to, voltage variation and dirt accumulation) can cause actual field performance to differ from the calculated photometric performance represented in this lighting layout. In no event will KSA Lighting & Controls be responsible for any loss resulting from any use of this drawing.

Irvine Large 3/4 Wall Lantern

Item # CHO 2446BZ-CG

Designer: Chapman & Myers

Height: 26.5"

Width: 8.75"

Extension: 6.75"

Backplate: 8.5" x 25" Rectangle

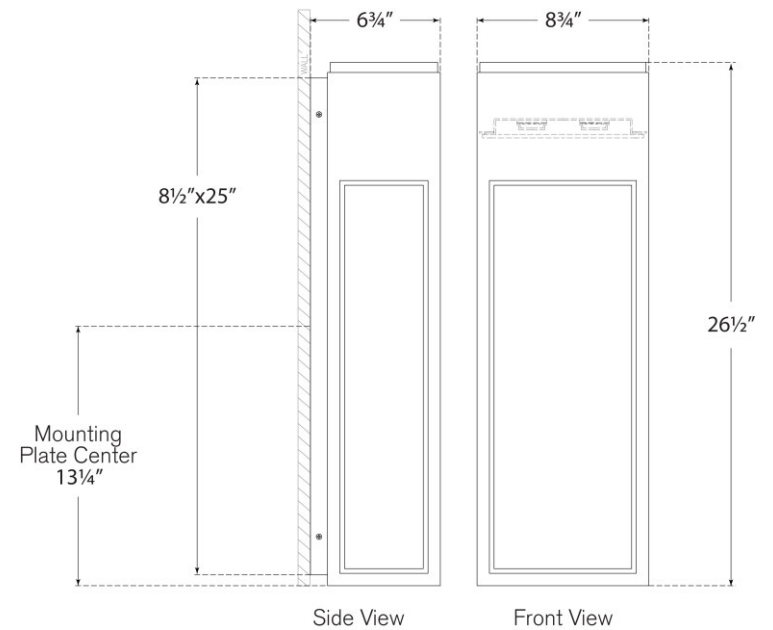
Finishes: BZ

Glass Options: CG

Lightsource: Dedicated LED

Wattage: 25w (2000lm)

Weight: 23 Pounds



Application

Designed for down lighting atriums, canopies, passages, and other interior and exterior locations featuring a symmetrical wide beam light distribution.

Materials

Luminaire housing constructed of die-cast marine grade, copper free ($\leq 0.3\%$ copper content) A360.0 aluminum alloy
 Faceplate constructed of 316 grade machined stainless steel
 Clear safety glass
 Reflector made of pure anodized aluminum
 High temperature silicone gasket
 Stainless steel screw clamps
 Galvanized steel rough in ceiling pan with through wiring box

NRTL listed to North American Standards, suitable for wet locations

Protection class IP 65

Weight: 1.4 lbs

Electrical

Operating voltage	120-277V AC
Minimum start temperature	-20° C
LED module wattage	12.7 W
System wattage	15.5 W
Controllability	0-10V dimming down to 0.1%
Color rendering index	Ra > 85
Luminaire lumens	1038 lumens (3000K)
Lifetime at Ta = 15° C	360,000 h (L70)
Lifetime at Ta = 35° C	270,000 h (L70)

LED color temperature

- ☐ 4000K - Product number + **K4**
- ☐ 3500K - Product number + **K35**
- ☐ 3000K - Product number + **K3**
- ☐ 2700K - Product number + **K27**

BEGA can supply you with suitable LED replacement modules for up to 20 years after the purchase of LED luminaires - see website for details

Finish

#4 brushed stainless steel.

Custom colors are not available.

Stainless steel requires regular cleaning and maintenance, much like household appliances to maintain its luster and prevent tarnishing or the appearance of rust like stains.

**LED recessed ceiling downlight · wide beam**

	LED	β	A	B	C
55 826	12.7 W	90°	5 5/8"	3 3/4"	1 8"

β = Beam angle

BEGA 1000 BEGA Way, Carpinteria, CA 93013 (805) 684-0533 info@bega-us.com

Due to the dynamic nature of lighting products and the associated technologies, luminaire data on this sheet is subject to change at the discretion of BEGA North America. For the most current technical data, please refer to bega-us.com
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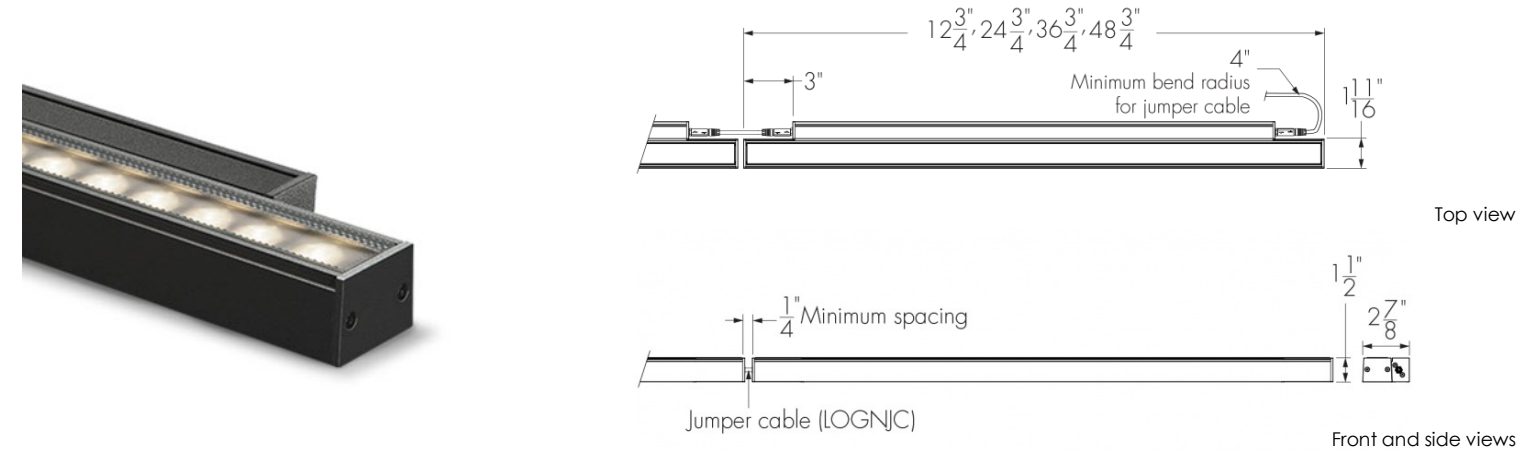


Project Name

Qty

Type

Catalog / Part Number



Photometric Summary (7 W/ft)

	Delivered output (lm)	Intensity (peak cd)
8°x8°	2,173	58,720
10°x10°	2,102	45,812
10°x30°	2,038	12,959
10°x60°	2,026	6,911
10°x90°	2,031	3,622
30°x10°	2,043	12,919
30°x30°	2,986	6,894
30°x60°	2,895	4,362
30°x90°	2,917	3,152
60°x10°	2,025	8,019
60°x60°	2,924	2,162
60°x90°	2,905	2,603
90°x90°	2,856	1,766
W (120°)	1,225	602
WW	2,164	10,498

Based on 4000K, CRI 80+, 4ft [1219mm], NO control. Photometric performance is measured in compliance with IESNA LM-79-08.

Description

The Lumenfacade Nano Horizontal is a high-efficiency linear LED luminaire with a slim profile that makes it easy to conceal and integrate into architectural facades. Available in 12 in, 24 in, 36 in or 48 in sections, the Lumenfacade Nano Horizontal can be configured with a wide number of options, including: optics for grazing, floodlighting, or wall washing; various mounting options, finishes, and controls.

Features

Color and Color Temperature	2200K, 2700K, 3000K, 3500K, 4000K, Red, Green, Blue
Optics	8° x 8°, 10° x 10°, 10° x 30°, 10° x 60°, 10° x 90°, 30° x 10°, 30° x 30°, 30° x 60°, 30° x 90°, 60° x 10°, 60° x 60°, 60° x 90°, 90° x 90°, Wide 120°, Asymmetric Wallwash
Option	Corrosion-resistant Coating for Hostile Environments 3G ANSI C136.31-2010 Vibration Rating for Bridge Applications
Power Consumption	2 W/ft, 4 W/ft, 7 W/ft
Warranty	5-year limited warranty

Performance

Maximum Delivered Output	884 lm (2 W/ft, 48 in fixture, 4000K CRI 80+, 30° x 30°, NO control) 1,767 lm (4 W/ft, 48 in fixture, 4000K CRI 80+, 30° x 30°, NO control) 2,986 lm (7 W/ft, 48 in fixture, 4000K CRI 80+, 30° x 30°, NO control)
Maximum Delivered Intensity	20,676 cd at nadir (2 W/ft, 48 in fixture, 4000K CRI 80+, 8° x 8°, NO control) 41,352 cd at nadir (4 W/ft, 48 in fixture, 4000K CRI 80+, 8° x 8°, NO control) 58,720 cd at nadir (7 W/ft, 48 in fixture, 4000K CRI 80+, 8° x 8°, NO control)

Aluminum pole · Round fixed tapered

Application

A round, tapered, aluminum pole with a fixed base. Useful for mounting pole-top luminaires, floodlights, banners, or other accessories. Consult a licensed structural engineer when specifying. Poles must be unwrapped when delivered and should not be allowed to sit in their packaging.

Materials & Specifications

Extruded aluminum pole shaft
A356 aluminum alloy anchor base heat-treated to T6 temper
Anchor bolts conform to ASTM F1554 Grade 55 with L bend on one end and galvanized minimum 12" on threaded end
Anchor bolts provided with (2) hex nuts and (2) flat washers
Aluminum nut covers
Covered handhole with hardware and grounding provisions provided
Wall thickness: 0.125"
Structural weight: 30 lbs

Maximum Luminaire Weight: 62 lbs

Finish

All BEGA standard finishes are a matte, textured powder coat with a minimum 3 mil thickness. BEGA Unidure® finish, a fluoropolymer technology, provides superior fade protection in Black, Bronze, and Silver. BEGA standard White, as well as optionally available RAL and custom colors, are a polyester powder.

Available colors ☐ Black (BLK) ☐ White (WHT) ☐ RAL:
 ☐ Bronze (BRZ) ☐ Silver (SLV) ☐ CUS:

Disclaimer

BEGA North America warrants the specific anchor bolts and pole combination according to the product number(s) and description(s) indicated on the submittal sheet. Structural changes to the pole requested by the customer, including changes to pole length, may affect the compatibility of the anchor bolts and corresponding poles. BEGA North America is not responsible for the incompatibility of the anchor bolts and poles resulting from such structural changes without review by the BEGA North America engineering department. This includes, but is not limited to, any labor charges, charges for replacement materials and shipping. For safety reasons, do not mount more than 50 lbs. to hinged poles and more than 62 lbs. to fixed poles. Pole capacities are based upon the provisions of AASHTO 2013 (LTS-6) and assume a max vertical eccentricity to the fixture of 2'-0" above the pole top. Adequate drainage must be provided in concrete foundation or grout. Do not seal the base of the pole. Due to structural reasons, do not install pole without fixture or other appropriate weight on the top.



Aluminum pole · Round fixed tapered

	A	B	C	D	E	Anchorage
16 RFTS1	3"	16'	8 7/8"	4"	3"	B16RFTS1-AB

Pole wind load rating

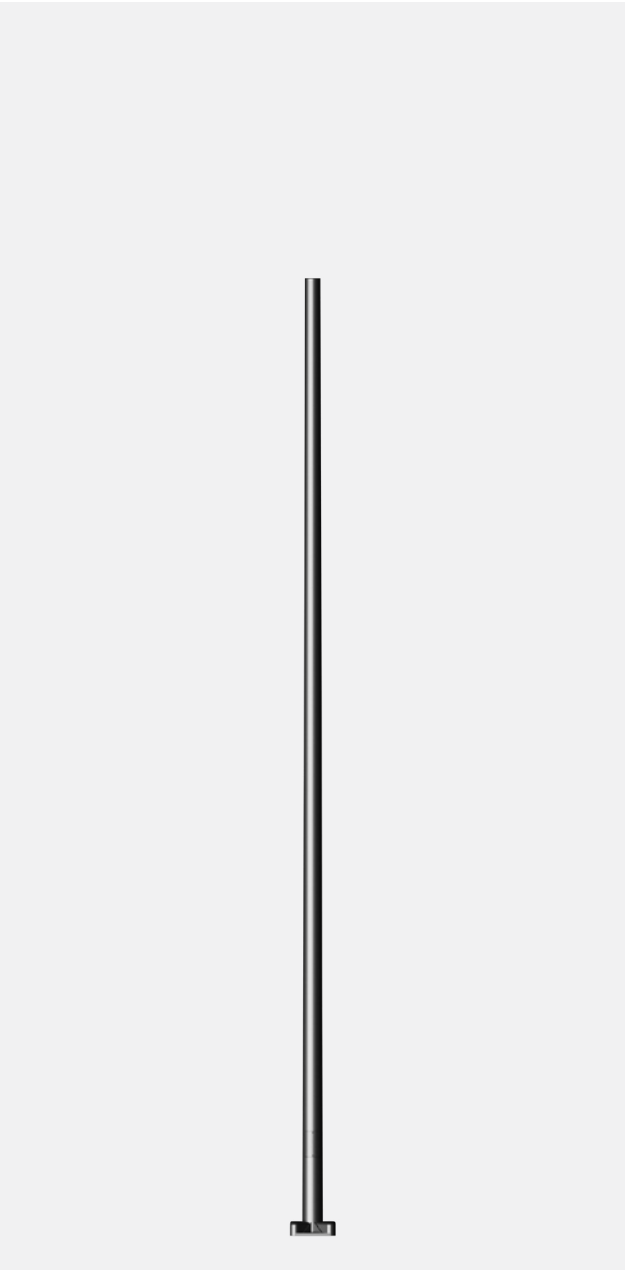
MPH	85	90	100	110	120	130	140	150
EPA"	3.2	2.7	1.8	1.1	0.7	0.3	0.1	-

*Height is rounded to the nearest foot, for precise measurements see submittal drawing.
"Data above assumes grade level installation and a maximum luminaire weight of 62 lbs.

BEGA 1000 BEGA Way, Carpinteria, CA 93013 (805) 684-0533 info@bega-us.com

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Type:
BEGA Pole:
Location:
Quote or Sales Order:
Date:
Specifier:
Representative:
BEGA Luminaire:
Total Mounted EPA:
Total Mounted Weight:



Application

Single pole-top luminaire with asymmetric light distribution ideal for the illumination of roadways, squares, driveways and pedestrian areas while meeting full cut-off requirements. Slip fits 3" O.D. tenon.

Materials

- Clear safety glass
- Marine grade, copper free (≤0.3% copper content) A360.0 aluminum alloy
- High temperature silicone gasket
- Mechanically captive stainless steel fasteners
- Pure anodized aluminum reflector

NRTL listed to North American Standards, suitable for wet locations
Protection class IP 66

Weight: 14.1 lbs.

EPA (Effective projection area): 0.7 sq. ft.

Electrical

- Operating voltage120-277V AC
- Minimum start temperature-30° C
- LED module wattage55.3 W
- System wattage61.0 W
- Controllability0-10V dimming down to 1%
- Color rendering indexRa > 80
- Luminaire lumens6672 lm
- LED service life (L70)60000 hrs

LED color temperature

- 4000K (K4)
- 3500K (K35)
- 3000K (K3)
- 2700K (K27)

BEGA can supply you with suitable LED replacement modules for up to 20 years after the purchase of LED luminaires - see website for details

Finish

All BEGA standard finishes are matte, textured powder coat with minimum 3 mil thickness. BEGA Unidure® finish, a fluoropolymer technology, provides superior fade protection in Black, Bronze, and Silver. BEGA standard White is a super durable polyester powder. Optionally available RAL and custom color finishes provided in either polyester powder or liquid paint.

Available colors

- Black (BLK)
- Silver (SLV)
- RAL:
- Bronze (BRZ)
- White (WHT)
- CUS:

Type:

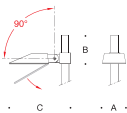
BEGA Product:

Project:

Modified:

Available options

- CUSCustom finish
- FSCFusing
- MGUMarine grade undercoat
- RALRAL finish



Pole-top luminaire · Asymmetric · Single

	LED	A	B	C
B84407	55.3 W	8 ⁷ / ₈	11 ¹ / ₂	19 ³ / ₈



BEGA 1000 BEGA Way, Carpinteria, CA 93013 (805) 684-0533 info@bega-us.com

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Irvine Medium 3/4 Wall Lantern

Item # CHO 2445BZ-CG

Designer: Chapman & Myers

Height: 19.5"

Width: 8"

Extension: 6"

Backplate: 7" x 18.5" Rectangle

Finishes: BZ

Glass Options: CG

Lightsource: Dedicated LED

Wattage: 12w (1000lm)

Weight: 14 Pounds

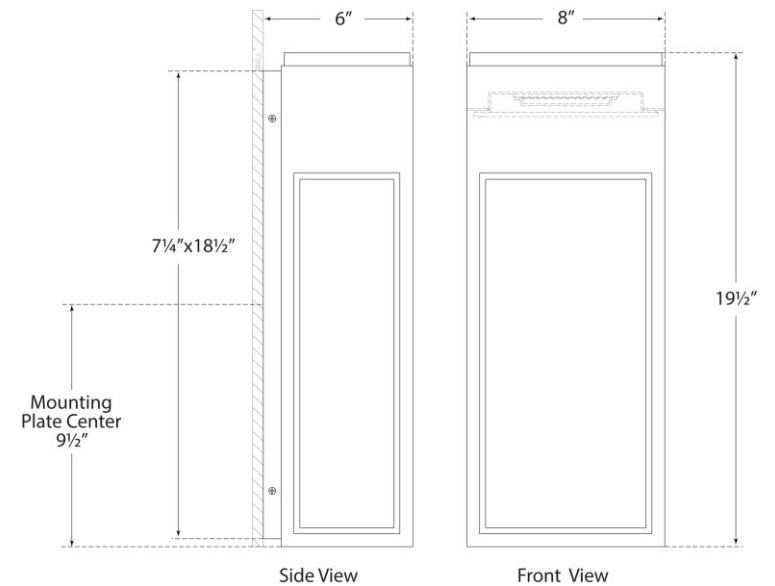


EXHIBIT F

Streetscape Elevations Plan



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
PD1	08/18/2023	Issued For Village PD
PD5	07/02/2024	Issued For Village PD Final Plan

Seal / Signature

NOT FOR
CONSTRUCTION

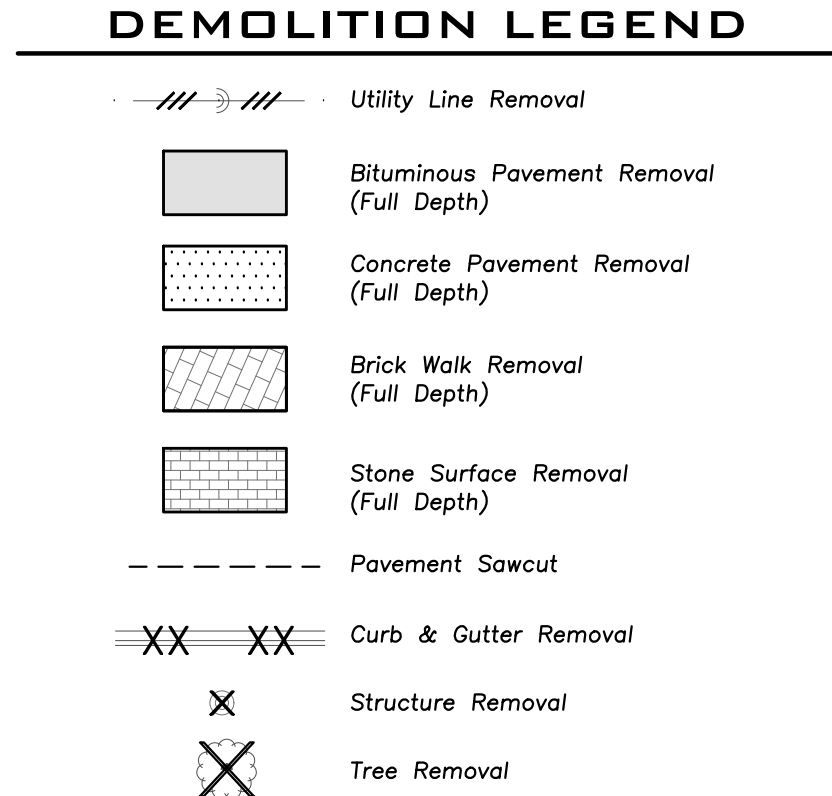
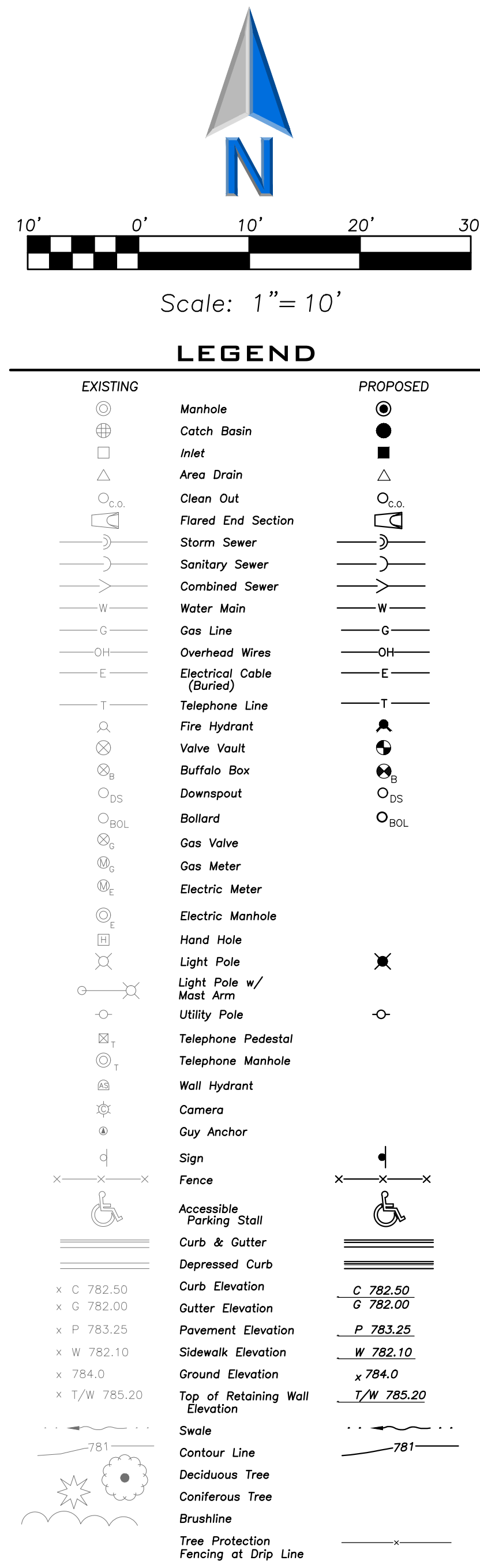
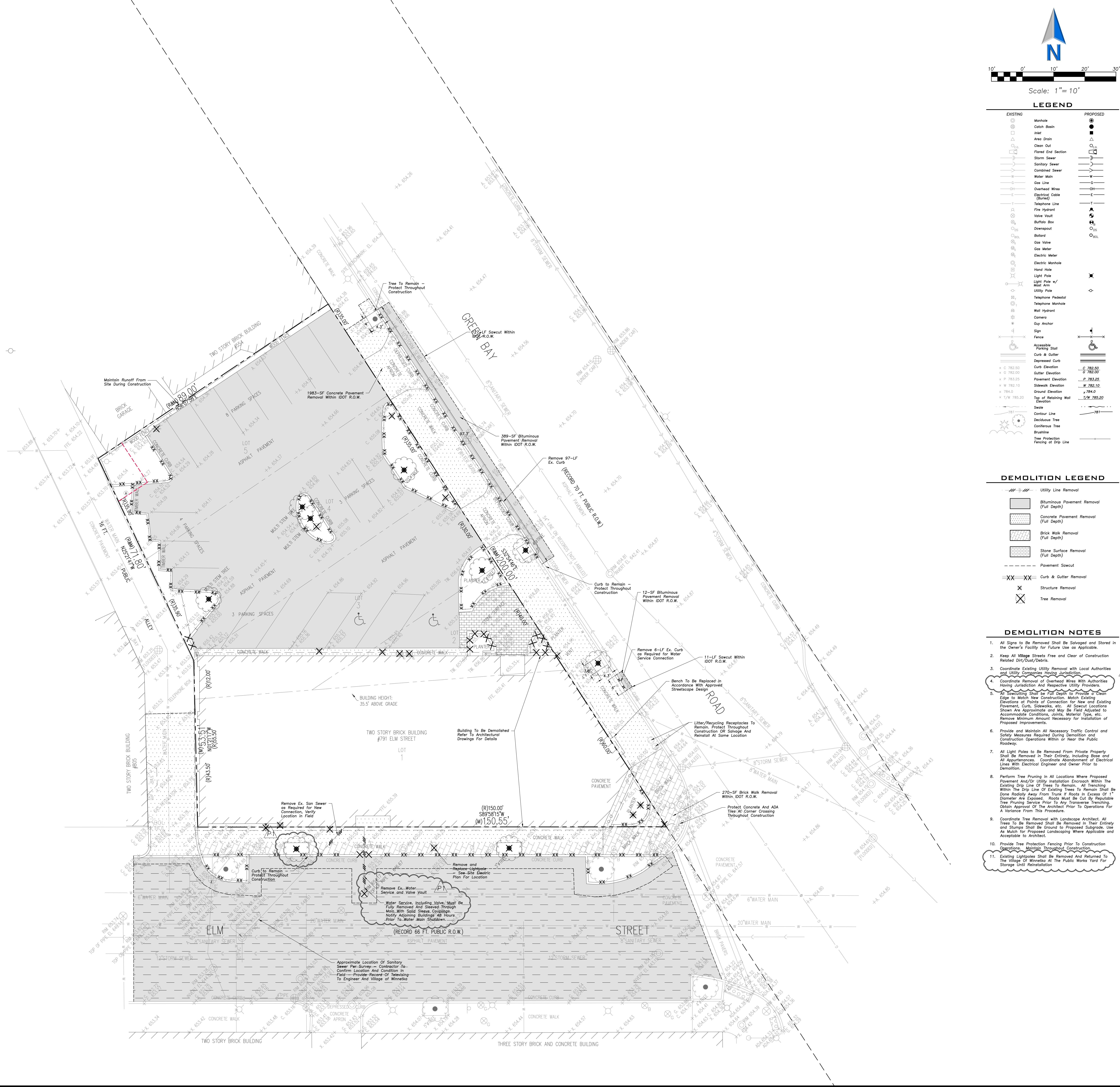
Project Name
JPMorgan Chase Private Bank, Winnetka
Project Number
21.1062.000
Description
STREETSCAPE ELEVATIONS

Scale
1" = 20'-0"

PPR2.301

EXHIBIT G

Final Civil Engineering Plans



- DEMOLITION NOTES**
- All Signs to Be Removed Shall Be Salvaged and Stored in the Owner's Facility for Future Use as Applicable.
 - Keep All Village Streets Free and Clear of Construction Related Dirt/Dust/Debris.
 - Coordinate Existing Utility Removal with Local Authorities and Utility Companies Having Jurisdiction.
 - Coordinate Removal of Overhead Wires with Authorities Having Jurisdiction and Respective Utility Providers.
 - All Excavating Shall Be Full Depth to Provide a Level Edge to Match New Construction. Match Existing Elevations at Points of Connection for New and Existing Pavement, Curb, Sidewalks, etc. All Sawcut Locations Shown are Approximate and May Be Field Adjusted to Accommodate Conditions, Joints, Material Type, etc. Remove Minimum Amount Necessary for Installation of Proposed Improvements.
 - Provide and Maintain All Necessary Traffic Control and Safety Measures Required During Demolition and Construction Operations Within or Near the Public Roadway.
 - All Light Poles to Be Removed From Private Property Shall Be Removed in Their Entirety, Including Base and All Appurtenances. Coordinate Abandonment of Electrical Lines With Electrical Engineer and Owner Prior to Demolition.
 - Perform Tree Pruning in All Locations Where Proposed Pavement and/or Utility Installation Encroach Within the Existing Drip Line of Trees to Remain. All Trimming Within the Drip Line of Existing Trees to Remain Shall Be Done Notably Away From Trunk if Feels in Excess of 1" Diameter are Exposed. Roots Must Be Cut By Reputable Tree Pruning Specialist Prior to Any Transverse Trimming. Obtain Approval Of The Architect Prior to Operations For A Variance From This Procedure.
 - Coordinate Tree Removal with Landscape Architect. All Trees to Be Removed Shall Be Removed in Their Entirety and Stumps Shall Be Ground to Proposed Subgrade. Use As Much for Proposed Landscaping Where Applicable and Acceptable to Architect.
 - Provide Tree Protection Fencing Prior to Construction Operations. Maintain Throughout Construction.
 - Existing Lightpoles Shall Be Removed And Returned To The Village of Winnetka The Public Works Yard For Storage Until Reinstallation.

SHEET NOTES

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 Utilities 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 Discrepancy Between The Drawings and Existing Field Conditions.
- Contractor Shall Provide Private Utility Locating Services for the Project Area.
- Notify The Owner, Engineer and The Village of Winnetka a Minimum of 48 Hours in Advance of Performing Any Work.
- All Areas, On or Off Site, Disturbed During Construction Operations and Not Part of the Work As Shown Hereon Shall Be Restored To Original Condition to the Satisfaction of the Owner at No Additional Cost to the Owner. It is Incumbent Upon Contractor to Show That Damaged Areas Were Not Disturbed By Construction Operations.
- These Drawings Assume That The Contractor Will Utilize An Electronic Drawing File (DWG) to State All Site Measurements 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 Site Items, 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, Size, Firm and Invert Elevations, Final Detention Volume Calculations For The Basin(s), Watermain and Valve and Appurtenances 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.

KEY PLAN

JPMORGAN CHASE & CO.

791 Elm St, Winnetka, IL 60093

Gensler

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

RIVERSIDE

INVESTMENT & DEVELOPMENT

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

ERIKSON
ENGINEERING
ASSOCIATES, LTD.

CIVIL / LANDSCAPE
145 Commerce Drive, Suite A
Grayslake, IL 60030
USA
Tel 847.223.4804
Fax 847.223.4864

PERCE ENGINEERS

STRUCTURE
330 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

**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 12/15/2023	PERMIT REVISIONS
3 12/15/2023	ISSUED FOR 100% SD
4 12/15/2023	PERMIT REVISIONS
5 01/12/2024	PERMIT REVISIONS
6 02/15/2024	IDOT PERMIT REVISIONS
7 04/15/2024	PROGRESS PRINT
8 04/15/2024	ISSUED FOR 100% DD
9 06/12/2024	PROGRESS PRINT
10 07/17/2024	ISSUED FOR CORE & SHELL BID/PERMIT
11 09/13/2024	ISSUE FOR PERMIT RESPONSE

Seal / Signature



EXPIRATION DATE: 11/30/25

JPMorgan Chase Private Bank,
Winnetka

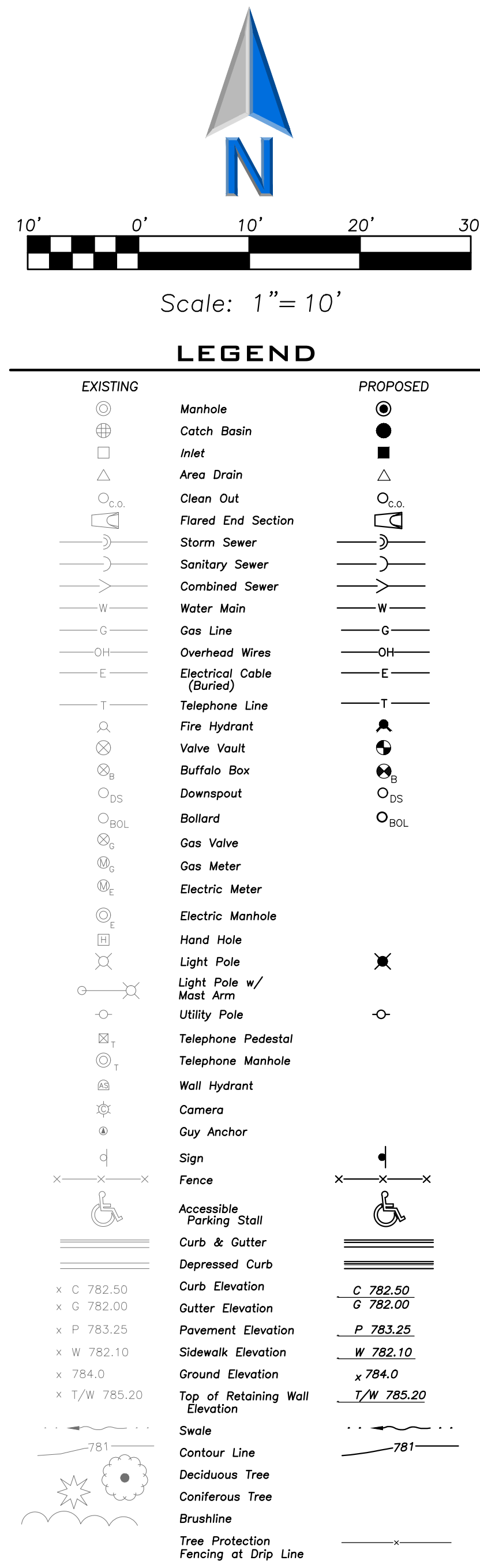
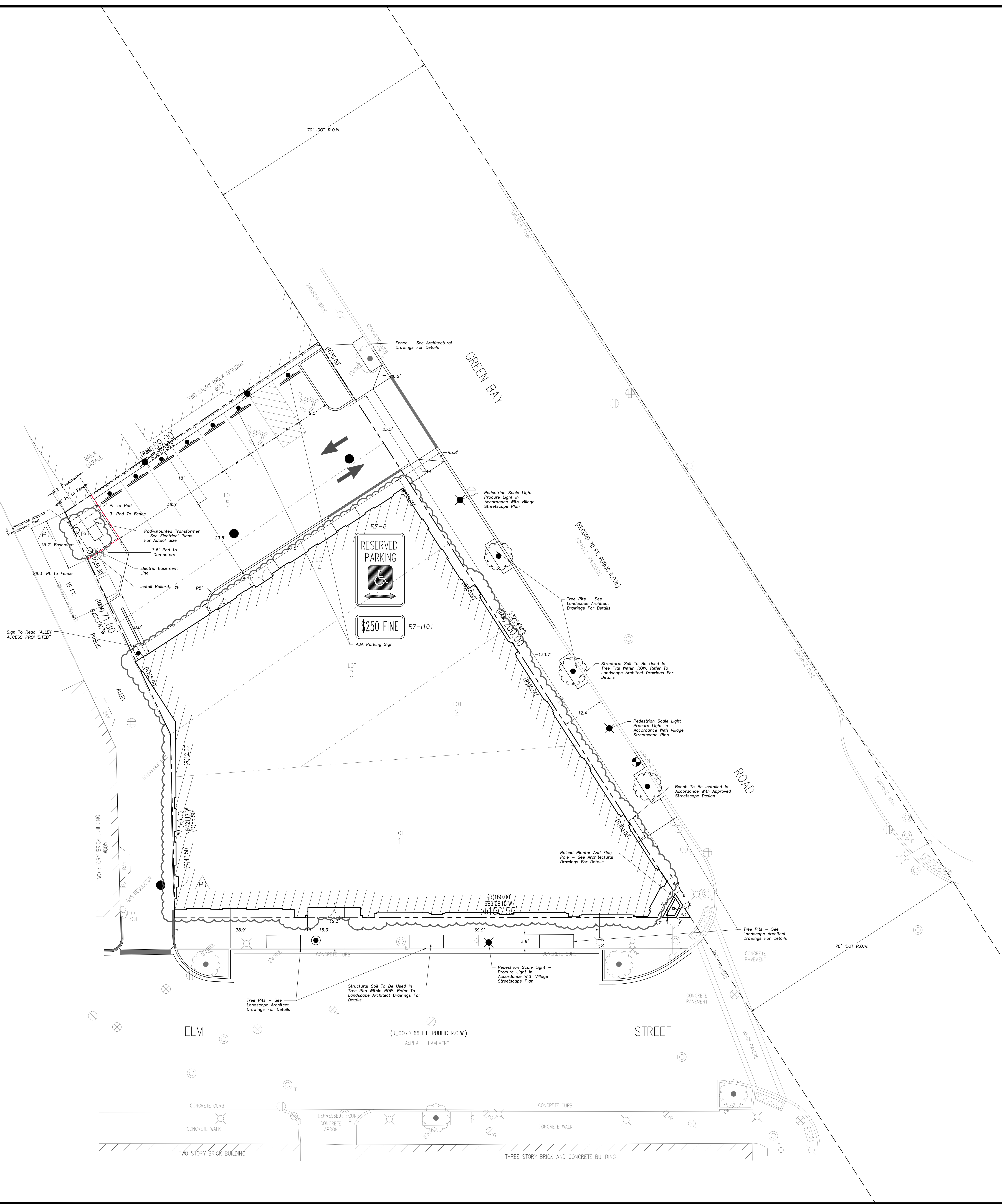
Project Number

21.1062.000

Description
SITE DEMOLITION PLAN

Scale

C1.00



- ### GEOMETRY NOTES
- All dimensions contained herein reference back of curb, face of retaining wall, edge of pavement, center of structure and outside face of building foundation unless otherwise noted.
 - All pavement striping shall be 4" wide yellow paint per specifications, two coats for latex points. All cross hatch striping shall be 45° at 2'-0" centers.
 - All accessible parking signs (R7-8) must be placed at the center of the space and within 5 feet of the space.
 - Refer to architectural drawings for exact locations of all buildings.
 - Refer to architectural drawings for locations and details of all permanent site fencing.
 - Traffic sign posts shall be breakaway green U-channel posts, 2-1/2" x 11 gauge steel, embedded 42" minimum into ground.
 - No person may utilize the information contained within these drawings without written approval from Erikson Engineering Associates, LLC.
 - 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. 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 definition basins and best management practices, include all storm and sanitary sewers, structure locations, size, firm and invert elevations, final detention volume calculations for the basin(s), wetland and valve and appurtenance locations.
 - The Illinois Department of Transportation Standard Specifications for Road and Bridge Construction latest edition, and all applicable thereto, shall govern the earthwork and paving work under this contract unless noted otherwise.

SHEET NOTES

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 these utilities 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 herein shall be restored to original condition to the satisfaction of the owner at no additional cost to the owner. It is incumbent upon contractor to show that damaged areas were not disturbed by construction operations.
- These drawings assume that the contractor will utilize an electronic drawing file (DWG) to state 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, LLC.
- 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. 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 definition basins and best management practices, include all storm and sanitary sewers, structure locations, size, firm and invert elevations, final detention volume calculations for the basin(s), wetland and valve and appurtenance locations.
- The Illinois Department of Transportation Standard Specifications for Road and Bridge Construction latest edition, and all applicable thereto, shall govern the earthwork and paving work under this contract unless noted otherwise.

KEY PLAN

JPMORGAN CHASE & CO.

791 Elm St, Winnetka, IL 60093

Gensler

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

RIVERSIDE

INVESTMENT & DEVELOPMENT

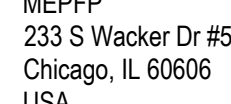
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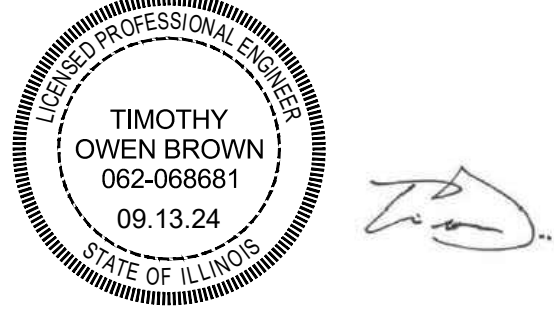
ACOUSTICS
200 West 41st Street, Suite
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Tel 212.315.6400



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

Date	Description
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Seal / Signature



EXPIRATION DATE: 11/30/25

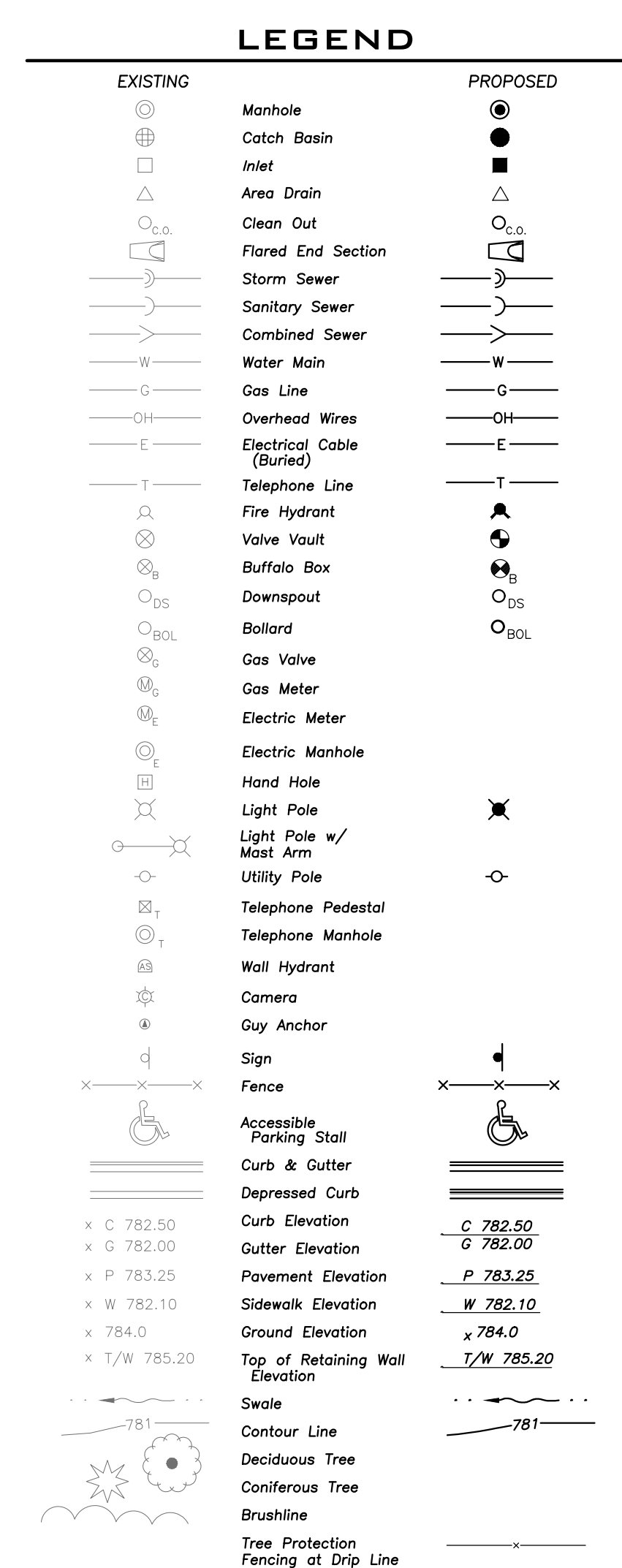
Project Name
JPMorgan Chase Private Bank,
Winnetka

Project Number
21.1062.000

Description
SITE GEOMETRY PLAN

Scale

C2.00



GENERAL NOTES

1. The Location of Existing Underground Utilities, Such as Watermains, Sewers, Gas Lines, Etc., As Shown on the Drawings and as Determined From The Best Available Information and the Experience of the Engineer. However, The Owner and the Engineer Do Not Assume Responsibility for the Accuracy of the Location of Existing Utilities. Construction Utilities Other Than Those Shown on the Drawings May Be Encountered at Any Location of Which These Are Not Shown on the Drawings. Construction Engineer Irregularly Inspects the Location of Existing Utilities, Which May Be Different Than Those Shown on the Drawings.
2. Notify the Engineer Without Delay of Any Obstruction or Interference to the Work or Existing Field Conditions.
3. Notify the Engineer of Any Proposed Utility Services for the Project.
4. Notify the Owner, Engineer and the Village of Chicago of Any Obstruction or Interference to Work Within 48 Hours in Advance of Performing Any Work.
5. All Areas, On or Off Site, Disturbed During Construction Shall Be Restored To The Condition Existing Prior To The Construction Work As Shown Herein Shall Be Restored To The Condition Existing Prior To The Construction Work As Shown At Additional Cost To The Owner. It Is The Responsibility of the Contractor to Repair Damaged Areas Not Disturbed By Construction.
6. These Drawings Assume That The Contractor Will Utilize An Electronic Drawing File (DWG) to Store and Retrieve All Information Pertaining To Construction. The Contractor Shall Retain Read-Accessible Horizontal Coordinates and Vertical Control Points Not Provided.
7. No Person May Utilize The Information Contained In These Drawings Without Written Approval From Eriksson Engineering Associates, Inc.
8. The Engineer is Furnishing These Drawings For Construction Purposes As A Convenience To The Contractor. The Authority of the Engineer Prior To Use Of These Drawings For Any Other Purpose, Including, But Not Limited To, Advertising, Marketing, Reproduction, Distribution, or Other Use, Shall Be At The User's Own Risk. The Architectural Site Plan, and Coordinate All Dimensions and Elevation Data. The User Assumes All Responsibility For Any Conflicts Exist The User Of This Information For Any Other Purpose, Including, But Not Limited To, Advertising, Marketing, Reproduction, Distribution, or Other Use.
9. Provide An As-Built Survey Prepared By A Licensed Professional Land Surveyor In Accordance With The Authority of the State of Illinois Jurisdiction Which Shall Include as A Minimum and Not Limited To:
 - a. All Dimensions and Elevation Data
 - b. All Dimensions and Elevation Data
 - c. All Dimensions and Elevation Data
 - d. All Dimensions and Elevation Data
 - e. All Dimensions and Elevation Data
 - f. All Dimensions and Elevation Data
 - g. All Dimensions and Elevation Data
 - h. All Dimensions and Elevation Data
 - i. All Dimensions and Elevation Data
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 - t. All Dimensions and Elevation Data
 - u. All Dimensions and Elevation Data
 - v. All Dimensions and Elevation Data
 - w. All Dimensions and Elevation Data
 - x. All Dimensions and Elevation Data
 - y. All Dimensions and Elevation Data
 - z. All Dimensions and Elevation Data
10. The Illinois Department Of Transportation (IDOT) Shall Be Notified Of Any Construction Work Under Construction Lateral Easement, And All Adjacent Property Owners Shall Be Notified Of Any Construction Work Under Construction Unless Noted Otherwise.

1. All Catch Basins to be installed in Paved Areas Shall Have Neenoh R2504-D Frame & Grade or Approved Equal.
2. All Catch Basins to be installed in Landscaped Areas Shall be Neenoh R2430-D Frame & Grade or Approved Equal. For Concrete Sections Install a Minimum of 4" Grade Rings For Topsoil Respread. For Flat Slab Tops install the following Minimum Height 4" Grade Rings:
 - a. 4" Diameter Structure - 8" Grade Rings
 - b. 6" Diameter Structure - 10" Grade Rings
 - c. 8" Diameter Structure - 12" Grade Rings
3. All Catch Basins to be Installed Along Gutter and Curb (B-6.12) Shall Have Neenoh R3281-A Frame & Grade or Approved Equal.
4. All Catch Basins to be Installed Along Depressed Curb and Gutter (B-6.12) Shall Have East-Jordan Iron Works 212" Catch Basin Inlet Frame and Grade, or Approved Equal.
5. Where Structures are Shown Along the Curbline, Unless Specifically Stated Otherwise, it is intended that the Frame and Structure is to be Installed Within the Footing of the Gutter or at the Pavement Edge where No Gutter Exists.
6. All Manholes Shall Have Neenoh R171-B Frame & Closed or Approved Equal. "Storm" or "Sanitary" Imprinted as Appropriate.
7. For All Structures Indicated to be Adjusted, Remove and Replace with Adjusting Rings, Core Section, Barrel Sections, or Flat Slab Top as Necessary.
8. All Sanitary Manholes Shall Include a Chimney Seal.

1. **Utility Service Lines as Shown Hereon are Approximate.** Coordinate The Exact Locations With The Plumbing Department. Coordinate with the Electrical Department Contractor and/or the Owner's Construction Representative for the Location of the Utility Service Lines.
2. **Refer to Plumbing Drawings for Continuation of All Utilities 5' East of Building Footing.**
3. **Field Verify Location & Elevation of Existing Utility. Make Prior to Installing Any On-Site Utilities or Structures.** All Existing Utilities Are to be Field Verified Prior to Installation of Any New Structures. Make Adjustments to Existing Utilities as Necessary. In Contact Engineer Prior to Installation if Discrepancy Exists Between Plans and Field Conditions.
4. **Coordinate the Relocation if Any Utilities Encountered And Replacement of Any Utilities Damaged.** With Influence of the Owner's Construction Representative. The Existing Utilities Vary Slightly Across From The Plans.
5. **All Water Main And Service Shall Be Installed at a Minimum 3700' of Cover From Top of Finished Groundline to Top of Main.**
6. **Protection of water supplies shall be as described in Manual 3700' of Cover From Top of Finished Groundline for Sewage Works.** All Utilities 4'-20" of the Standard Specification for Water Distribution Structures in Illinois, latest edition.
7. **Check All Existing and Proposed Storm Inlets and Catch Basins at the Completion of Construction.**
8. **The "Standard Specifications for Water and Sewer Main Installation in Illinois", Current Edition Shall Govern Where Applicable.**
9. **Rebuild Existing Structures and Adjust Rm Elevations to Match Existing Conditions.**

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△	01/12/2024	PERMIT REVISIONS
△	03/12/2024	IDOT PERMIT REVISIONS
	04/15/2024	PROGRESS PRINT
	04/26/2024	ISSUED FOR 100% DD
	06/21/2024	PROGRESS PRINT
	9/07/2024	ISSUED FOR CORE & SHELL BID/PERMIT
△	09/13/2024	ISSUE FOR PERMIT RESPONSE

Seal / Signature



EXPIRATION DATE: 11/30/25

JPMorgan Chase Private Bank

Project Number

21 1062 000

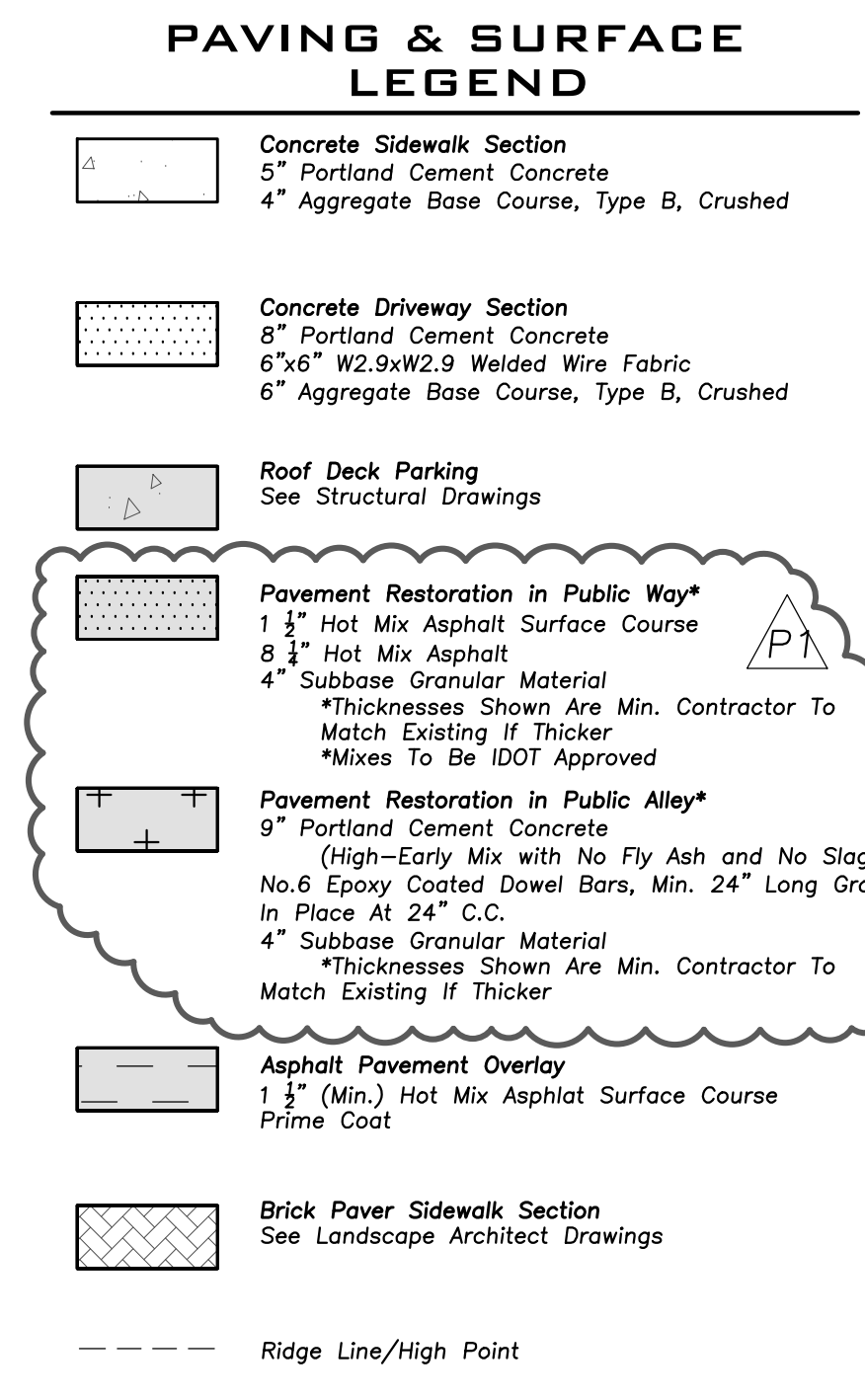
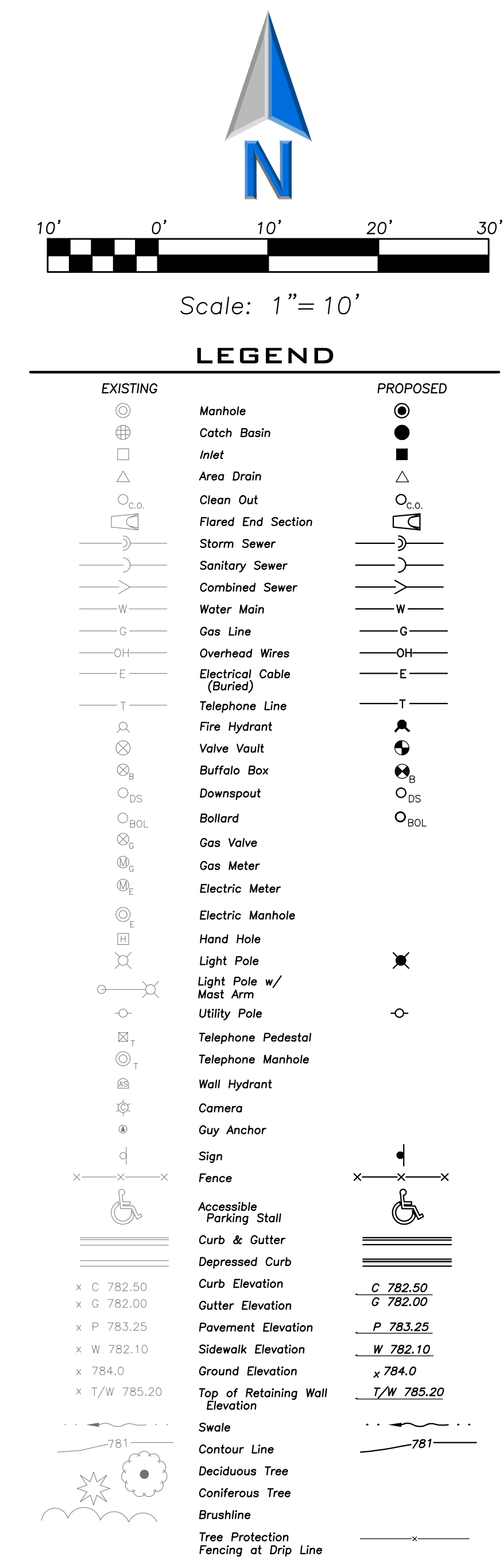
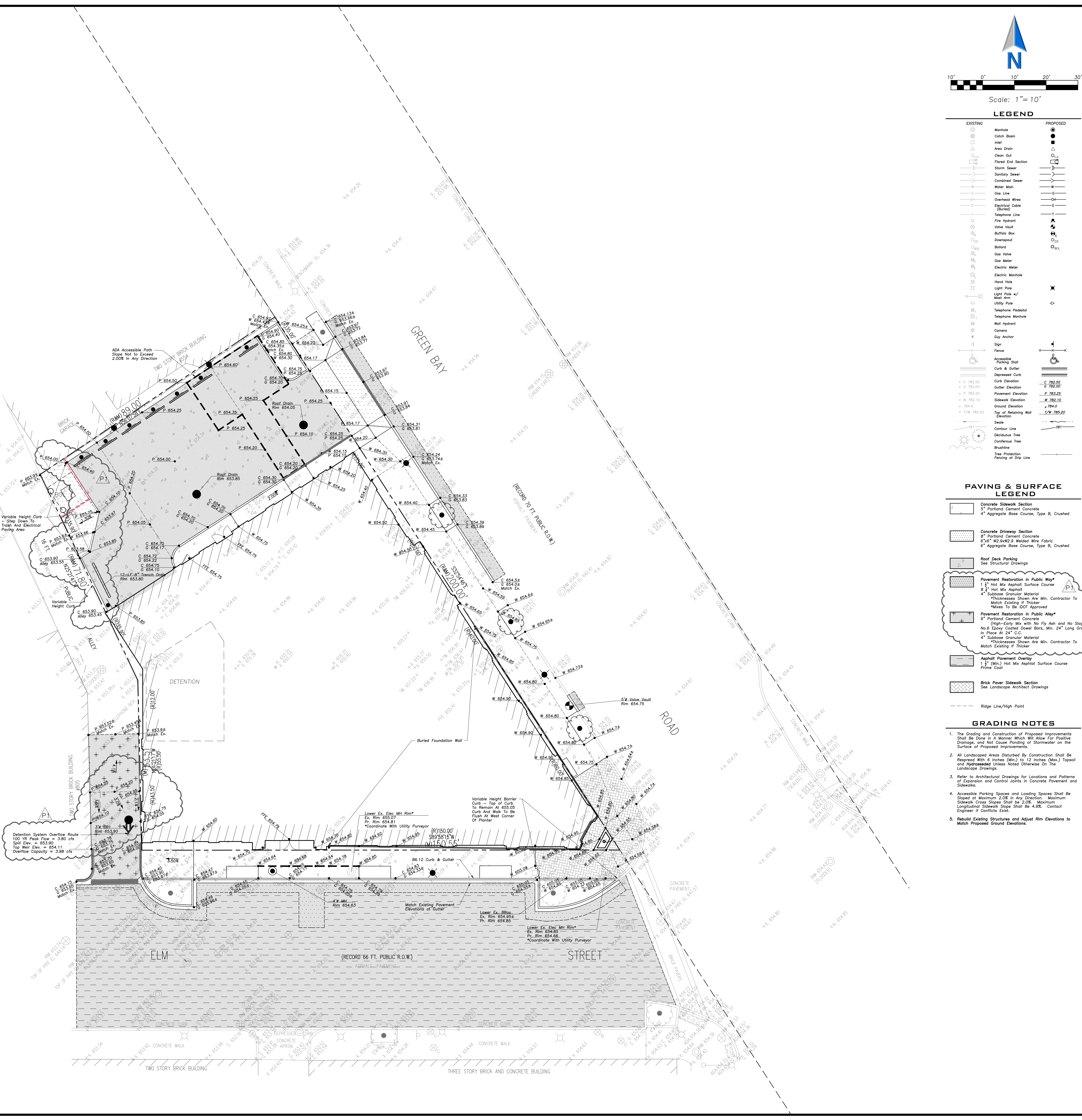
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SITE UTILITY PLAN

Scale

C3.00

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- GRADING NOTES**
- The Grading and Construction of Proposed Improvements Shall Be Done in a Manner Which Allow For Positive Drainage, and Not Cause Flooding of Stormwater on the Surface of Proposed Improvements.
 - All Landscaped Areas Disturbed By Construction Shall Be Reseeded 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 2.0% in Any Direction. Maximum Sidewalk Cross Slopes Shall be 2.0%. Maximum Longitudinal Sidewalk Slope Shall be 4.0%. Contact Engineer if Conflicts Exist.
 - Rebuild Existing Structures and Adjust Rim Elevations to Match Proposed Ground Elevations.

SHEET NOTES

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330 N. LaSalle, Suite 1010
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- 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 Utilities 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 Discrepancy Between the Drawings and Existing Field Conditions.
 - Contractor Shall Provide Private Utility Locating Services for the Project Area.
 - Notify The Owner, Engineer and The Village of Winnetka a Minimum of 48 Hours in Advance of Performing Any Work.
 - All Areas, On or Off Site, Disturbed During Construction Operations and Not Part of the Work As Shown Hereon Shall Be Restored To Original Condition to the Satisfaction of the Owner at No Additional Cost to the Owner. It is incumbent Upon Contractor to Show That Damaged Areas Were Not Disturbed By Construction Operations.
 - These Drawings Assume That The Contractor Will Utilize An Electronic Drawing File (DWG) to State All Site Improvements Accordingly. Contractor Shall Re-Establish Horizontal Control. Horizontal Control Points Not Provided.
 - No Person May Utilize The Information Contained Within These Drawings Without Written Approval From Eriksson Engineering Associates, Ltd.
 - The Engineer is Furnishing These Drawings For Construction Purposes As A Convenience To The Owner, Architect, Surveyor, or Contractor. Prior To The Use Of These Drawings For Construction Purposes, The User Of This Media Shall Verify All Dimensions and Locations of Buildings With The Foundation Drawings and Architectural Site Plan, and Coordinate All Dimensions and Locations of All Site Items. 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, Size, 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.

Date	Description
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3 12/15/2023	ISSUED FOR 100% SD
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6 03/12/2024	IDOT PERMIT REVISIONS
7 04/15/2024	PROGRESS PRINT
8 06/21/2024	ISSUED FOR 100% DD
9 07/17/2024	PROGRESS PRINT
10 09/13/2024	ISSUED FOR CORE & SHELL BID/PERMIT
11 09/13/2024	ISSUE FOR PERMIT RESPONSE

Seal / Signature

PROFESSIONAL SEAL

TIMOTHY OWEN BROWN
062-068881
09.13.24
STATE OF ILLINOIS

EXPIRATION DATE: 11/30/25

Project Name

JPMorgan Chase Private Bank, Winnetka

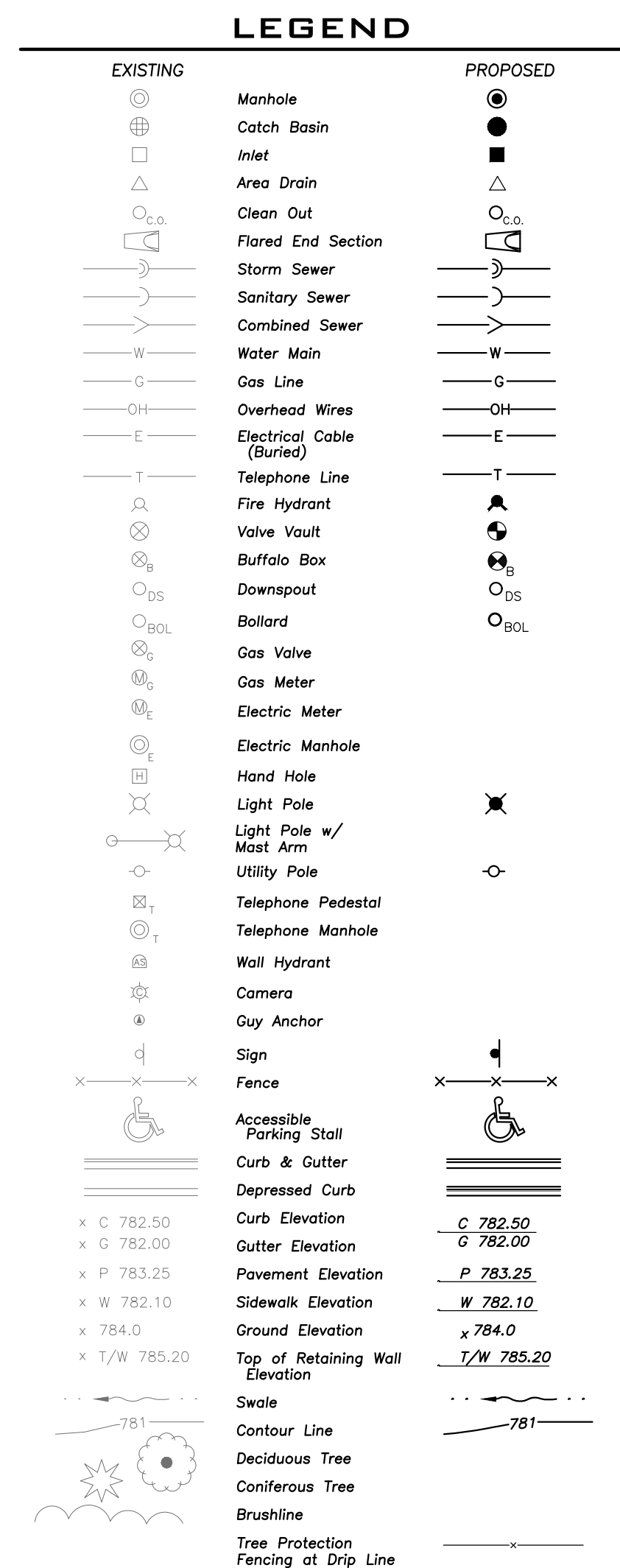
Project Number

21.1062.000

Description

SITE GRADING AND PAVING PLAN

Scale

 Construction Environments

1. Install Stabilized Construction Entrance
2. Install All Downslope and Sideslope Perimeter Controls
3. Before Commencement of Any Ground Disturbing Activity, Do Not Disturb An Area Until It is Necessary For Construction To Proceed.
4. Cover and Stabilize Disturbed Areas As Soon As Possible
5. When Practical, Time Construction Activities To Limit Impact From Seasonal Weather Changes or Weather Events.
6. Perform Grading Operations and Installation of Site Infrastructure and Pavement.
7. Install Perennial Seeding and Plantings.
8. Remove Accumulated Sediment From Basins and Along Silt Fence
9. Remove Temporary Sediment and Erosion Control Measures Following Final Stabilization of All Disturbed Areas.

1. Winona Urban Manual Shall Govern All Soil Erosion and Sediment Control, and Related Work.
2. 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.
3. Soil Erosion and Sediment Control Features Shall Be Constructed Prior to the Commencement of Upland Disturbance.

1. Illinois Urban and Rural Sewerage and Sanitation Act, 1970
2. Disturbance shall be Conducted in Such a Manner as to Minimize Erosion, Soil Stabilization Measures Shall be Implemented for the Term of Year, Conditions, and the Use of Temporary or Permanent Measures.
3. Soil Erosion and Sediment Control Features Shall be Installed Prior to the Commencement of Upfill Disturbance.
4. Temporary Soil Stabilization Shall be Applied to Topsoil and Subsoil Areas Where Disturbance or Construction Activity Will Not Occur For a Period of More Than 14 Calendar Days. Temporary Measures Shall be Applied to the Remaining Days of the End of the Erosion/Hydrology Disturbance. The All Areas Within Area Covered by the Temporary Soil Stabilization Measures Shall be Completed Within 14 Days After Completion of Final Soil Stabilization.
5. All Temporary and Permanent Erosion Control Measures Shall be Removed Within 48 Hours After Completion of Construction. Disturbed Soil Areas Shall be Permanently Stabilized.
6. Final Site Stabilization is Defined By The EPA General Permit for Discharge of Stormwater From Construction Activities. The Final Site Stabilization Shall be Completed And That A Uniform Perimeter Shall Be Established With A Barrier To Prevent Stormwater Runoff For Unpaved Areas Not Covered By Perimeter Stabilization Measures (Such As Use Of Riprap, Gabion Mats, or Erosion Control Mats).
7. All Storm Sewer Structures That Are Or Will Be Functioning During Construction Shall Be Protected, Filled, and/or Bypassed To Prevent Pollution. The Contractor Shall Use and Maintain "Dedicated Ponds" For Sedimentation and Stormwater Treatment. The Contractor Shall Install and Maintain Landscaped Areas And "Catch-and-Hold" Inlet Protection (or Other Storm Water Control Measures) To Prevent Pollution and Discharge into Waterways.
8. All Temporary and Permanent Sediment and Erosion Control Measures Shall be Maintained and Monitored in Accordance With All Applicable EPA/MDPS Phase II Requirements.
9. Following the Termination of Construction Activities and Upon Completion of the Required Final Site Stabilization, the Permittees Must Keep a Copy of The Storm Water Pollution Prevention Plan (SWPPP) and the Final Site Stabilization Report To Use To Complete The Notice of Intent For A Pollution Prevention Plan (P2) For The Construction Project.
10. Install And Maintain Sign Fence At The Perimeter Of The Construction Zone And Wetland Areas And As Shown On Construction Plans. Sign Fence Shall Be Constructed And Utilization Shall Be Maintained Fully Established.
11. Contractor Shall Provide Qualified Soil Erosion and Sedimentation Inspection Personnel To Monitor Construction with MDEQ's and Governmental Requirements. Inspections Shall Be Conducted At Least Once Per Week, or More Often if a 0.5 or Greater Rainfall Event. Engineer Shall Be Onsite During Rain Events.
12. The Erosion Control Measures Indicated On The Drawings Are the Minimum Requirements. Additional Measures May Be Required At The Discretion Of The Engineer, In Accordance With District Control Inspector Or Governing Agency.
13. The Erosion Control Measures Indicated On The Drawings Shall Be Maintained For The Duration Of The Construction. Disturbed Ground Areas Where Slopes Exceed 6:1 or Within 10 Feet of a Water Body Shall Be Stabilized With Erosion Control Blanket, or Approved Erosion Control Blanket.
14. Report Releases of Reasonable Quantities Of Oil Or Grease To MDEQ Immediately If They Occur In Accordance with EPA/MDPS Requirements.
15. All Concrete Washouts Shall Conform To The "Temporary Concrete Washout Facility" (Section 954) of the Illinois Urban and Rural, Latest Edition.
16. If Necessary, The SWPPP Shall be Modified To Reflect Changes During Construction. The SWPPP Shall be Approved by MDEQ's General Permit No LRI10 and Local County Permits.
17. Dewatering of Excavations Shall be Performed in a Manner Such That the Use of Filter Bags or Polymer Flocculants to Treat Sediment Discharge is Not Required. Sediment Laden Water Into Storm Sewers or Waterways.

GENERAL NOTES

- [illegible]

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Longman
Lindsey

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Seal / Signature



EXPIRATION DATE: 11/30/25

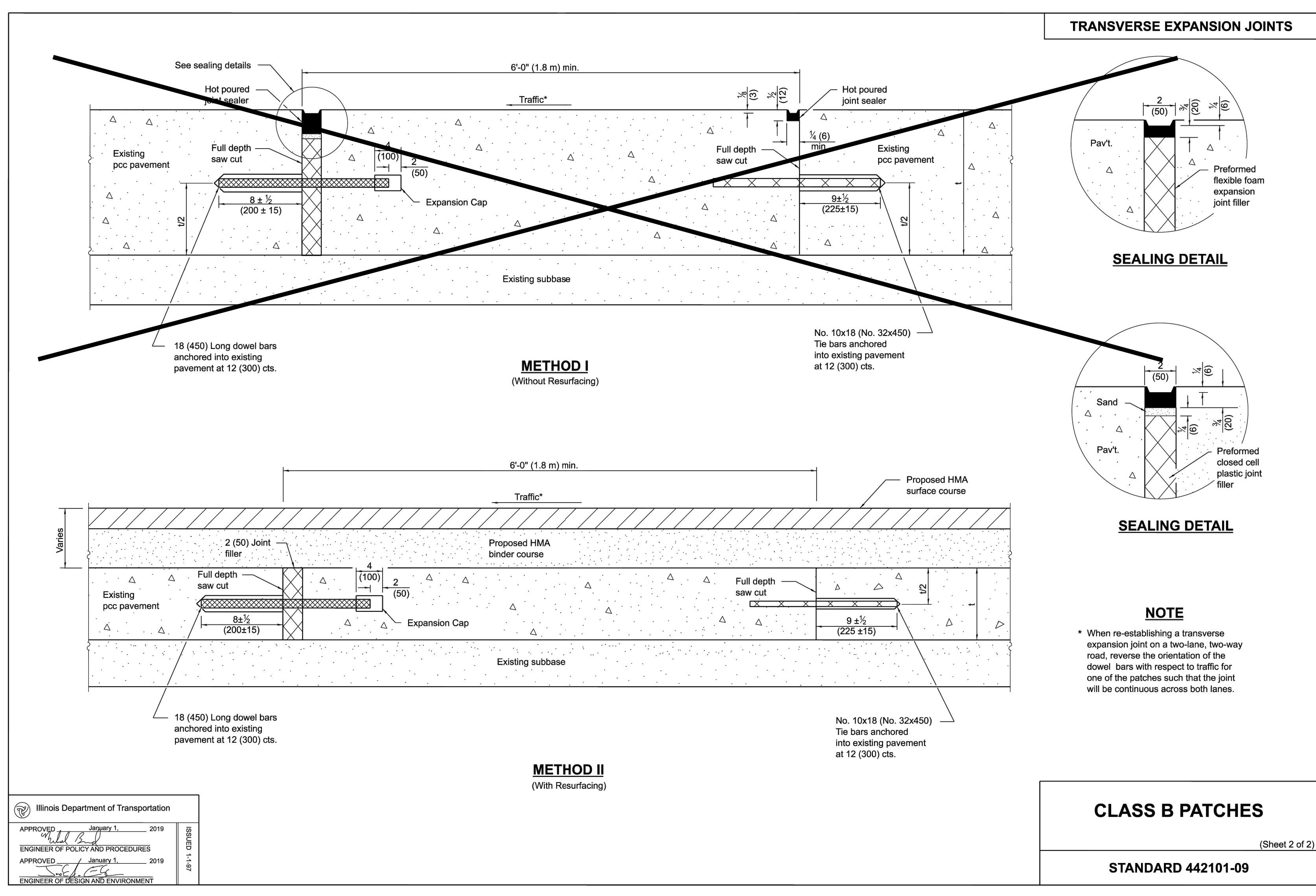
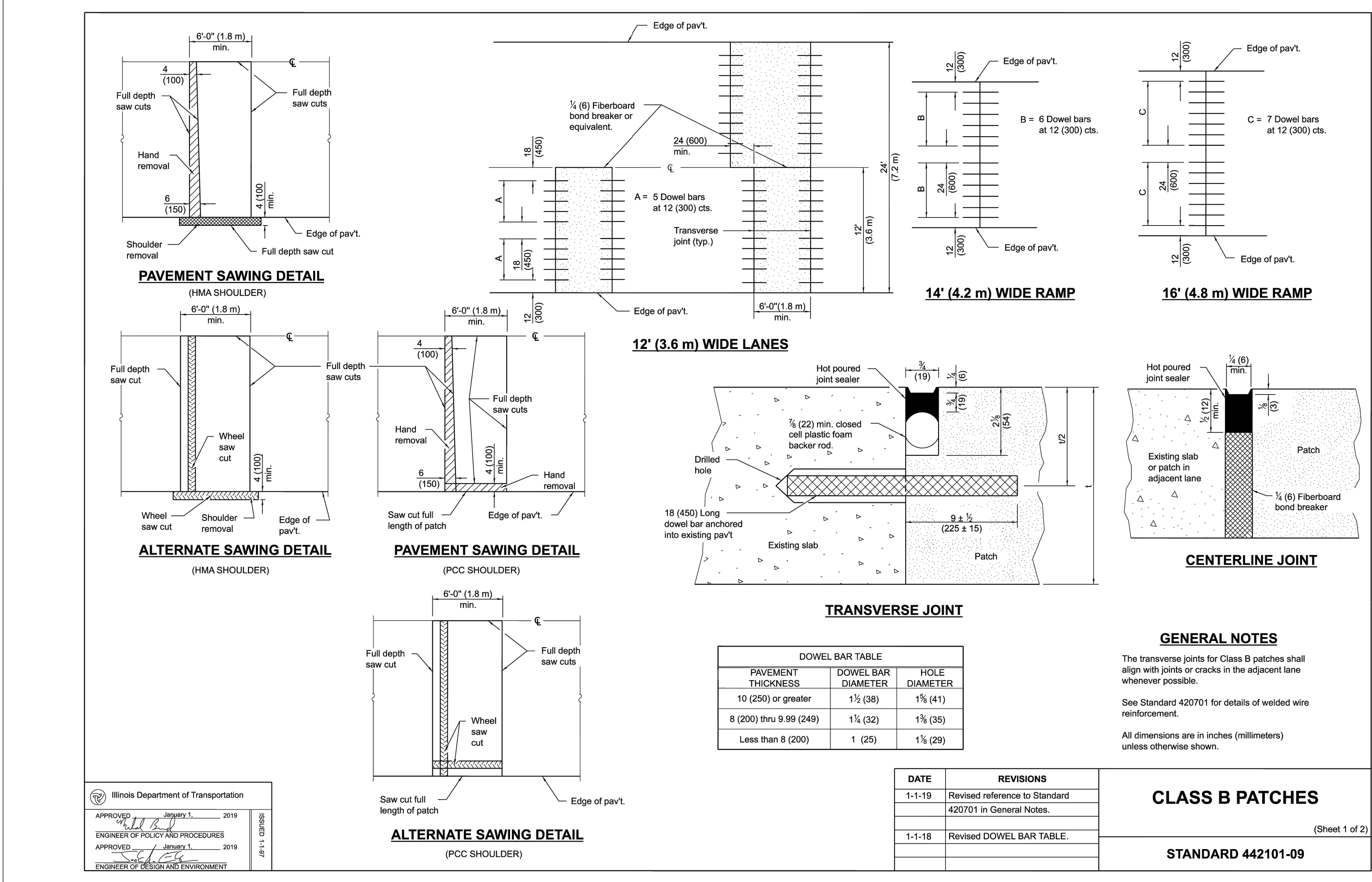
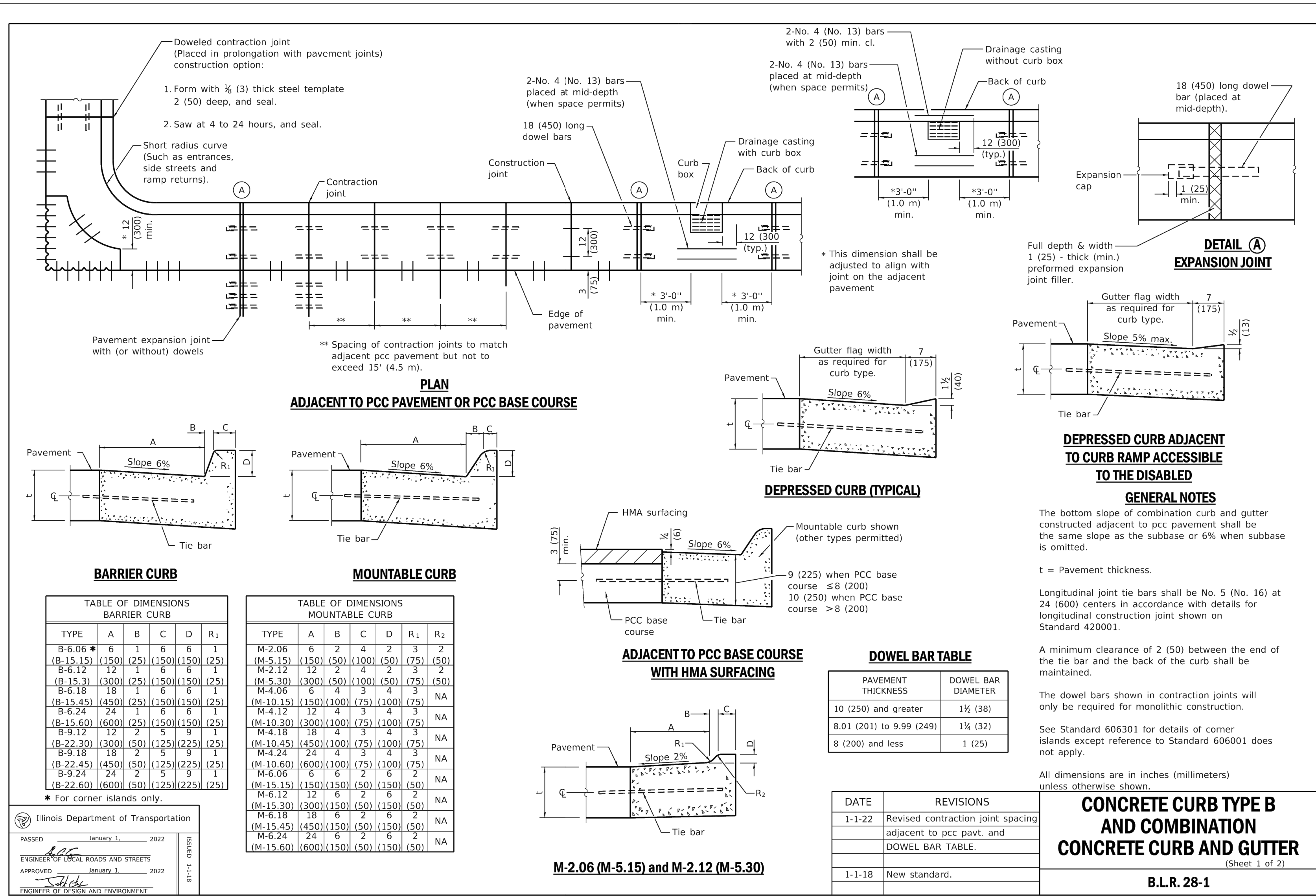
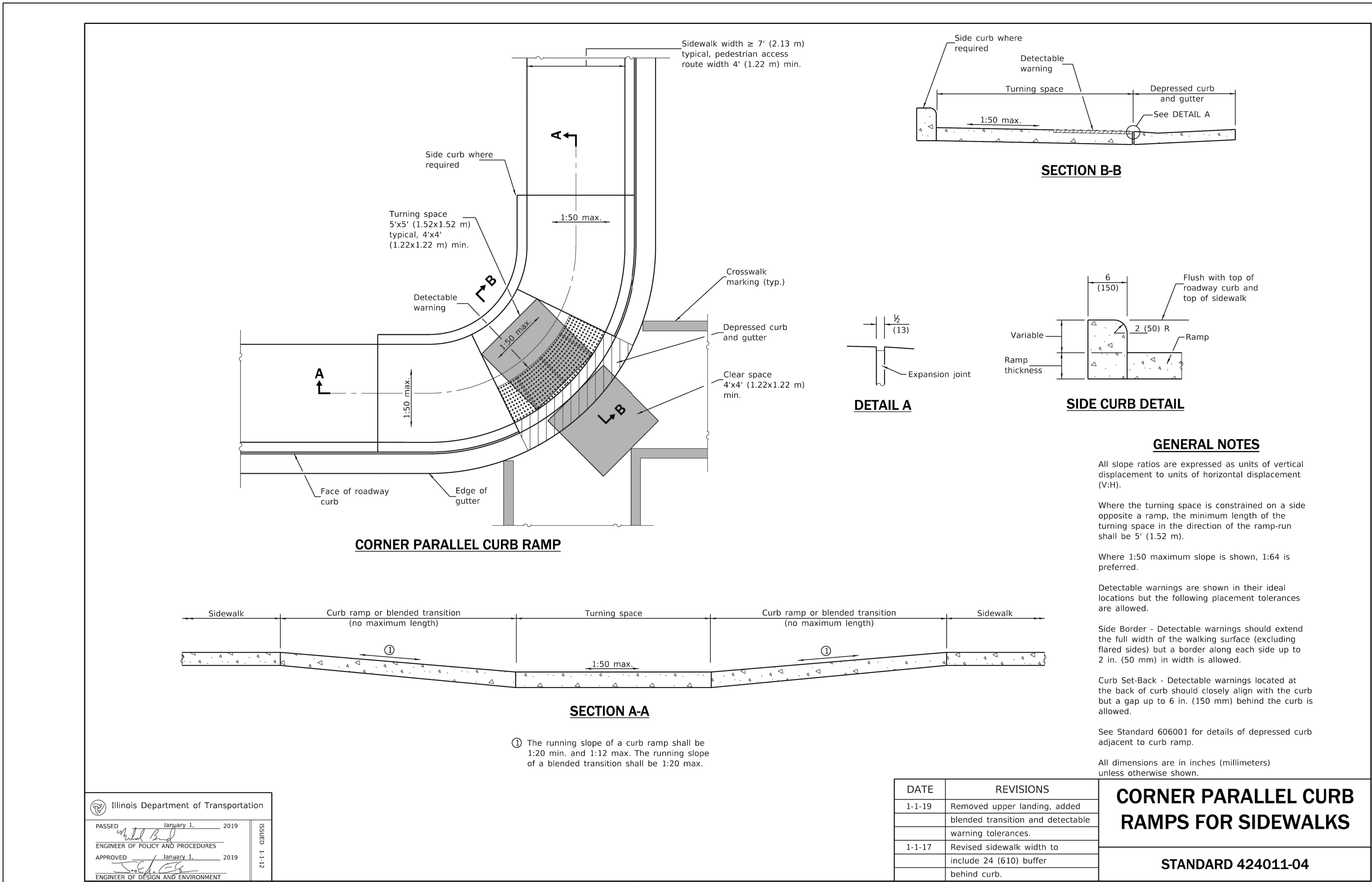
IPMorgan Chase Private Bank

Winnetka
Project Number

21.1062.000	Description
	SOIL EROSION AND SEDIMENTATION CONTROL PLAN

Scale

C5.00



SHEET NOTES

GENERAL NOTES

KEY PLAN

JPMORGAN CHASE & CO.

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RIVERSIDE

INVESTMENT & DEVELOPMENT

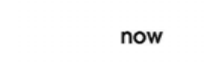
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Project Name

JPMorgan Chase Private Bank, Winnetka

Project Number

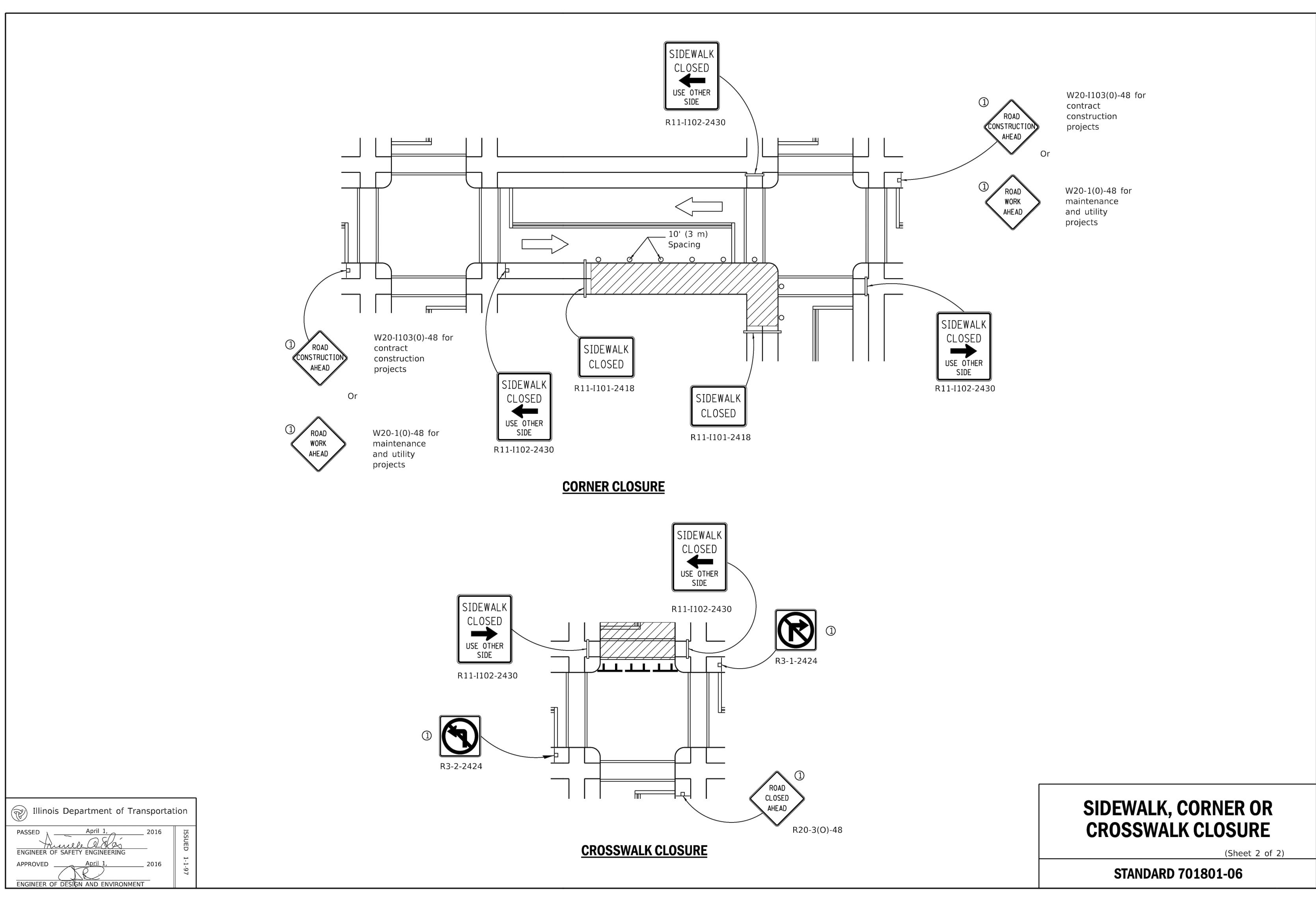
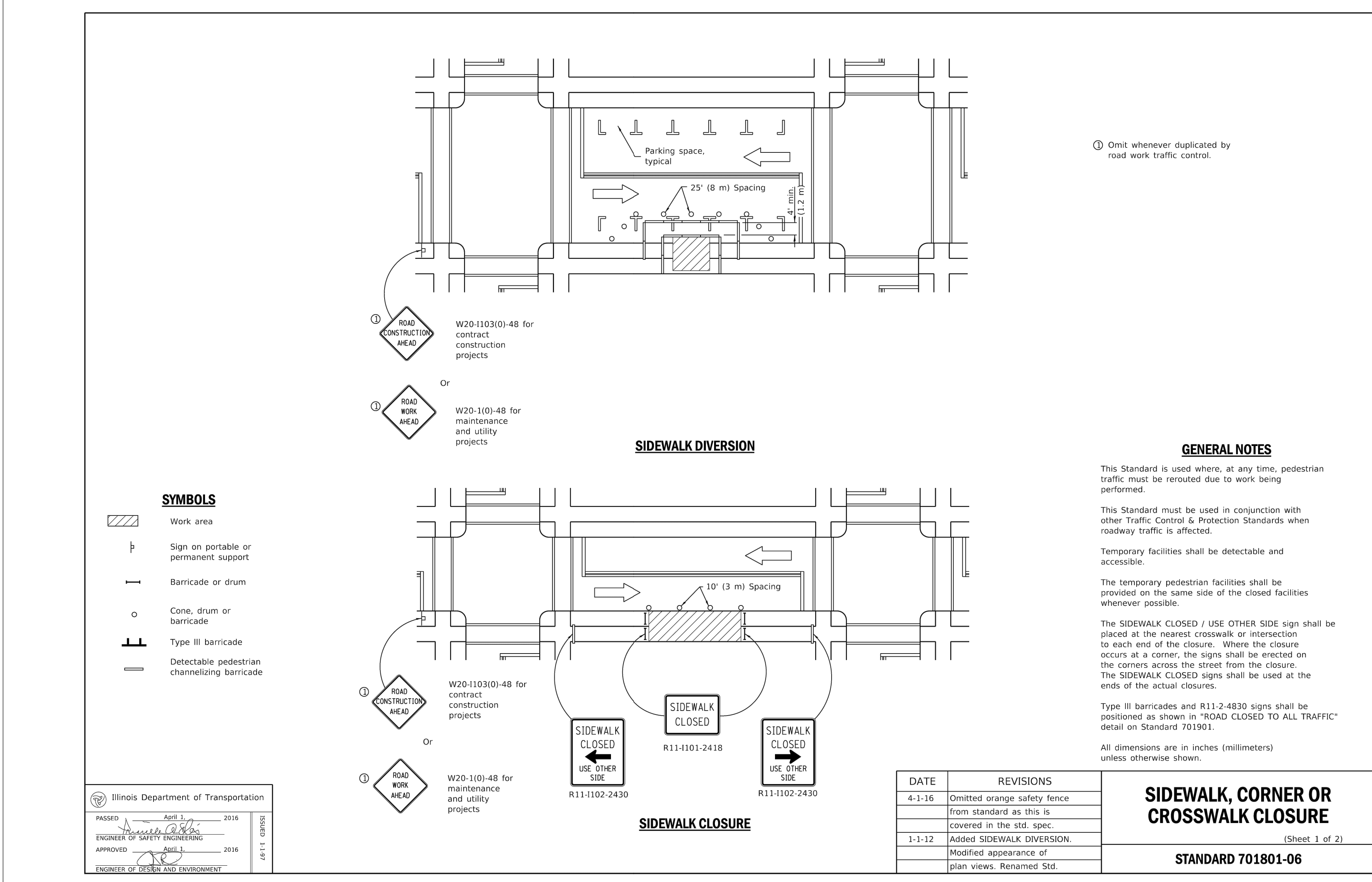
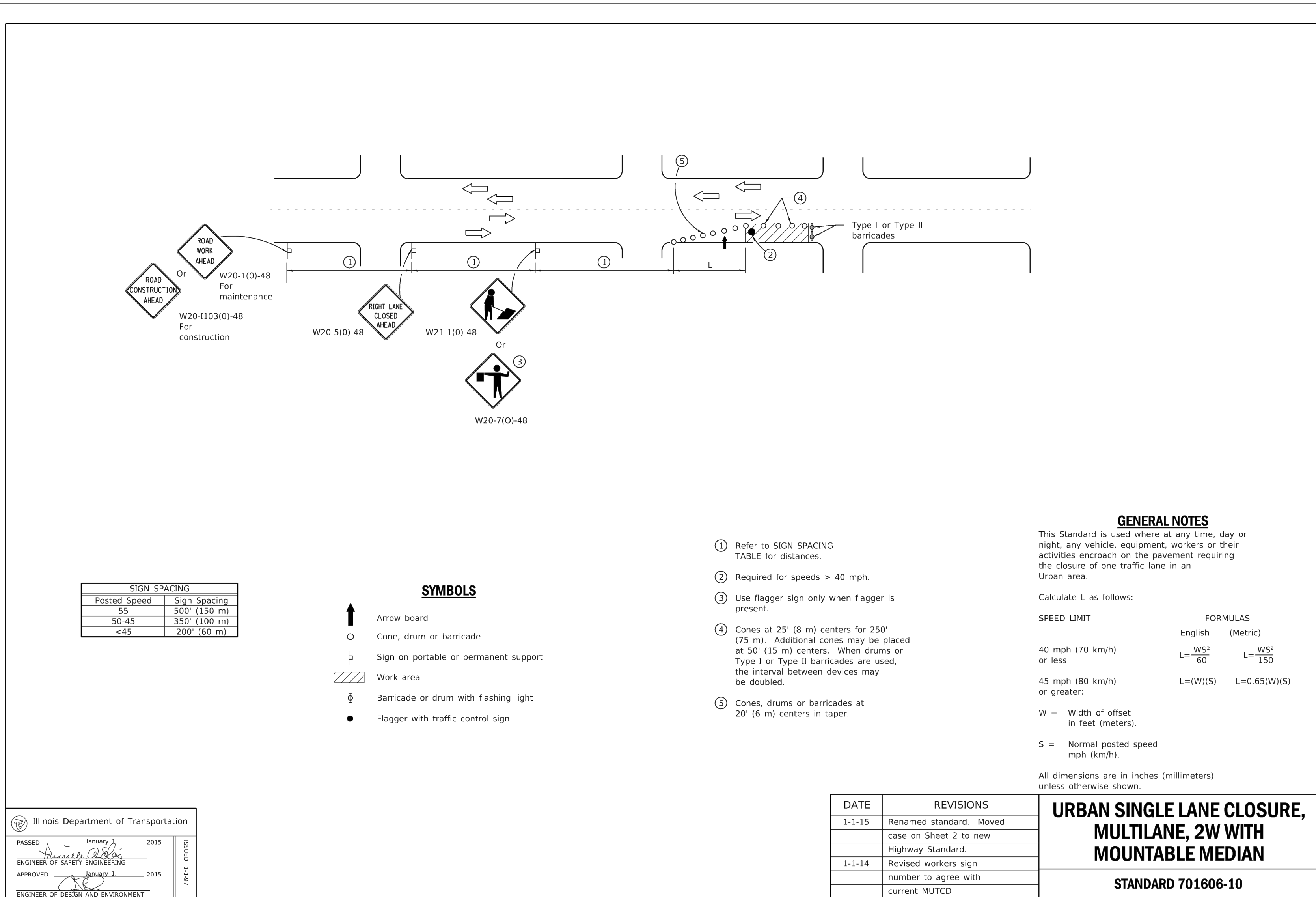
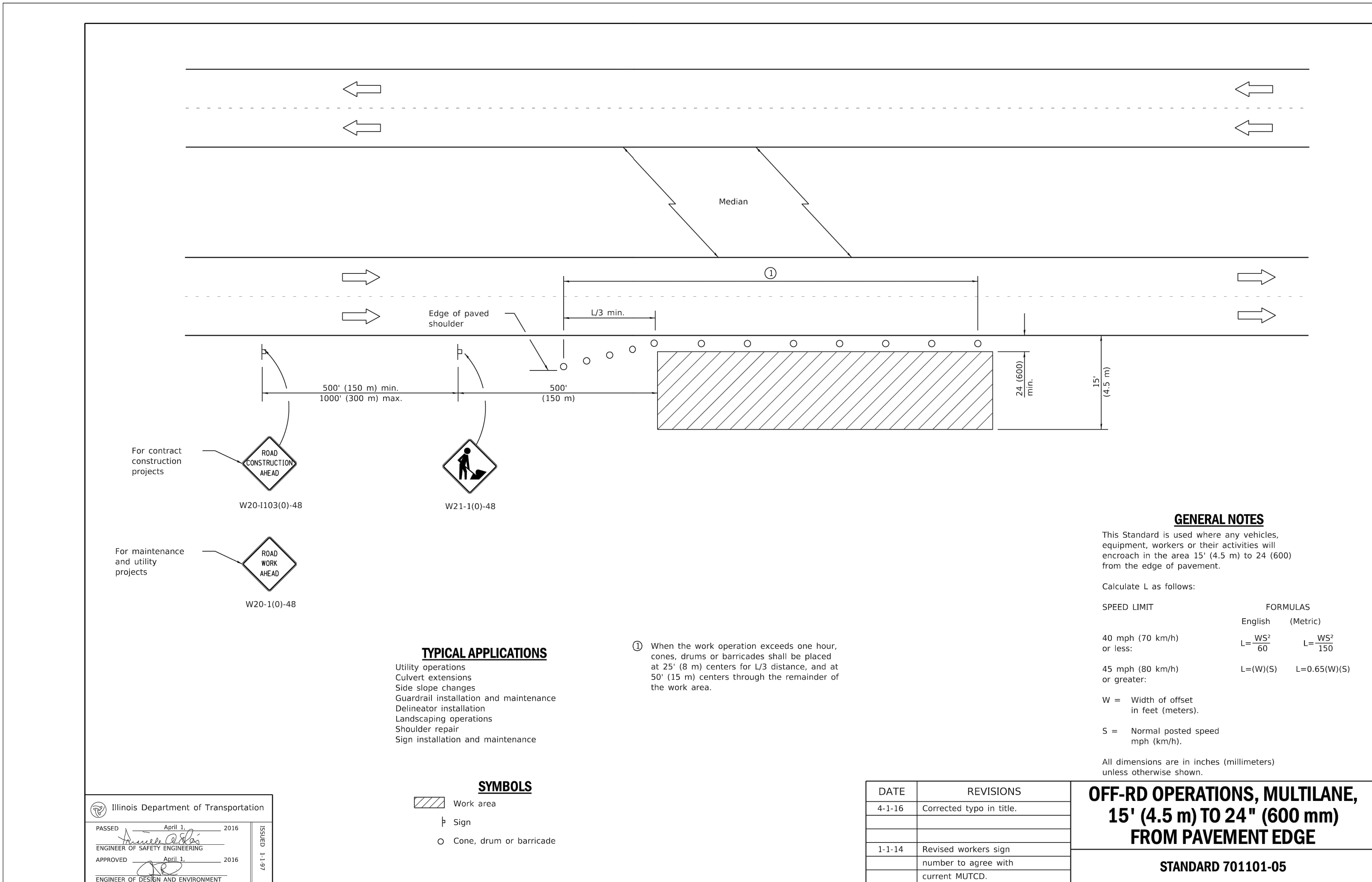
21.1062.000

Description

SITE WORK DETAILS - ILLINOIS DEPARTMENT OF TRANSPORTATION

Scale

C6.01



SHEET NOTES

GENERAL NOTES

KEY PLAN

JPMORGAN CHASE & CO.

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PIERCE ENGINEERS

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LD

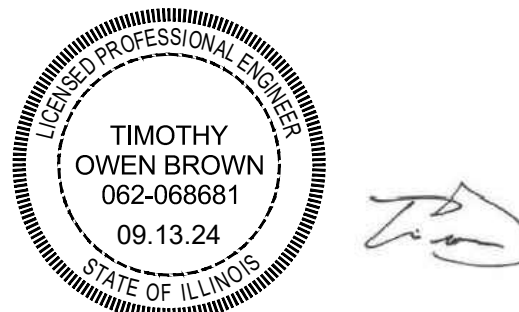
LIGHTING
159 N. Sangamon Street
Chicago, IL 60607
USA
Tel 773.609.3130

Longman
Lindsey

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

Date	Description
1 08/18/2023	ISSUED FOR VILLAGE PD
2 10/27/2023	PERMIT REVISIONS
3 12/15/2023	ISSUED FOR 100% SD
4 12/15/2023	PERMIT REVISIONS
5 01/12/2024	PERMIT REVISIONS
6 03/12/2024	IDOT PERMIT REVISIONS
7 04/15/2024	PROGRESS PRINT
8 04/28/2024	ISSUED FOR 100% DD
9 06/21/2024	PROGRESS PRINT
10 07/17/2024	ISSUED FOR CORE & SHELL BID/PERMIT
11 09/12/2024	ISSUE FOR PERMIT RESPONSE

Seal / Signature



EXPIRATION DATE: 11/30/25

Project Name
JPMorgan Chase Private Bank, Winnetka

Project Number

21.1062.000

Description
SITE WORK DETAILS - ILLINOIS DEPARTMENT OF TRANSPORTATION

Scale

C6.02

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1 08/18/2023	ISSUED FOR VILLAGE PD
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9 07/17/2024	PROGRESS PRINT
10 09/13/2024	ISSUE FOR PERMIT RESPONSE

Seal / Signature



EXPIRATION DATE: 11/30/25

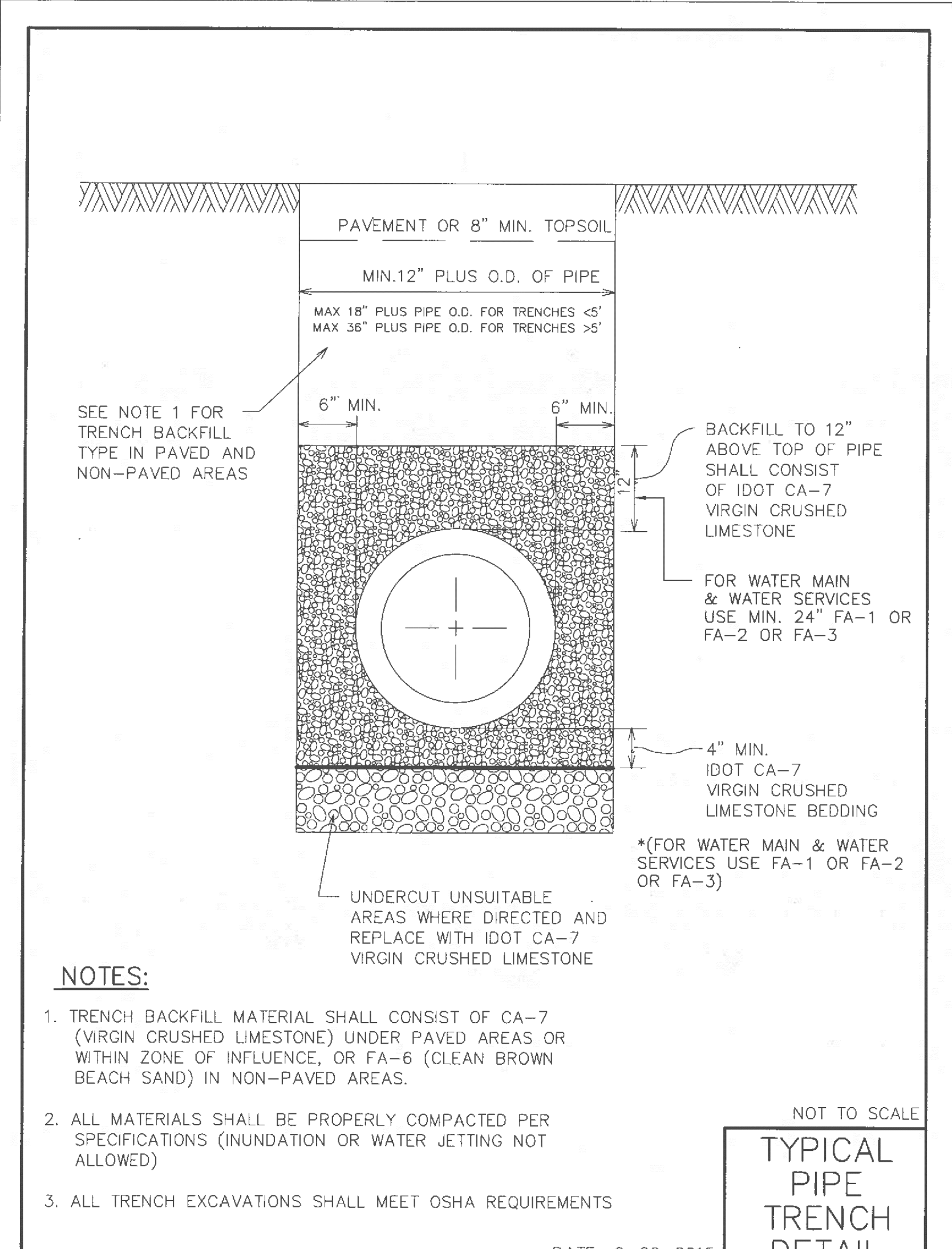
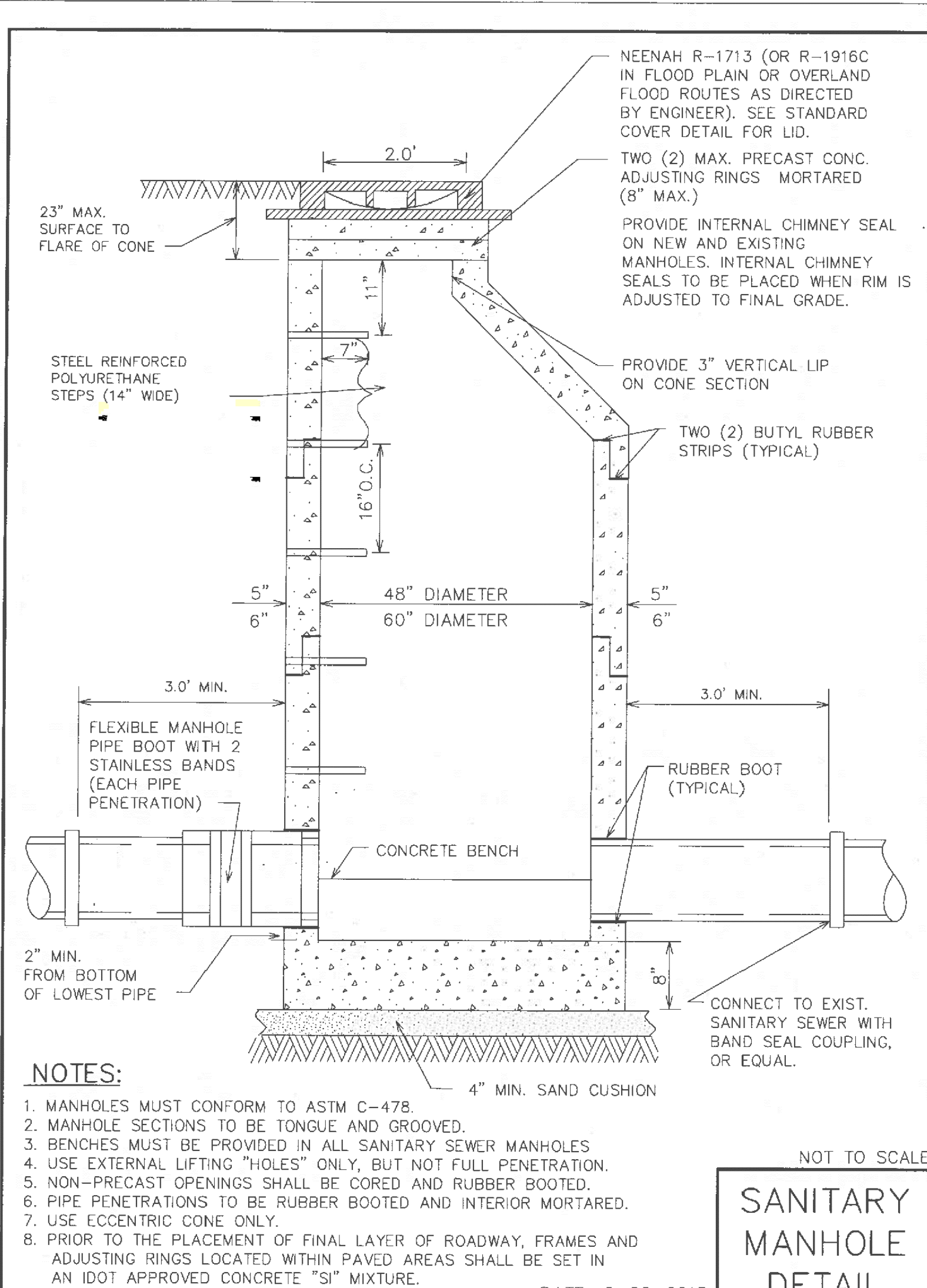
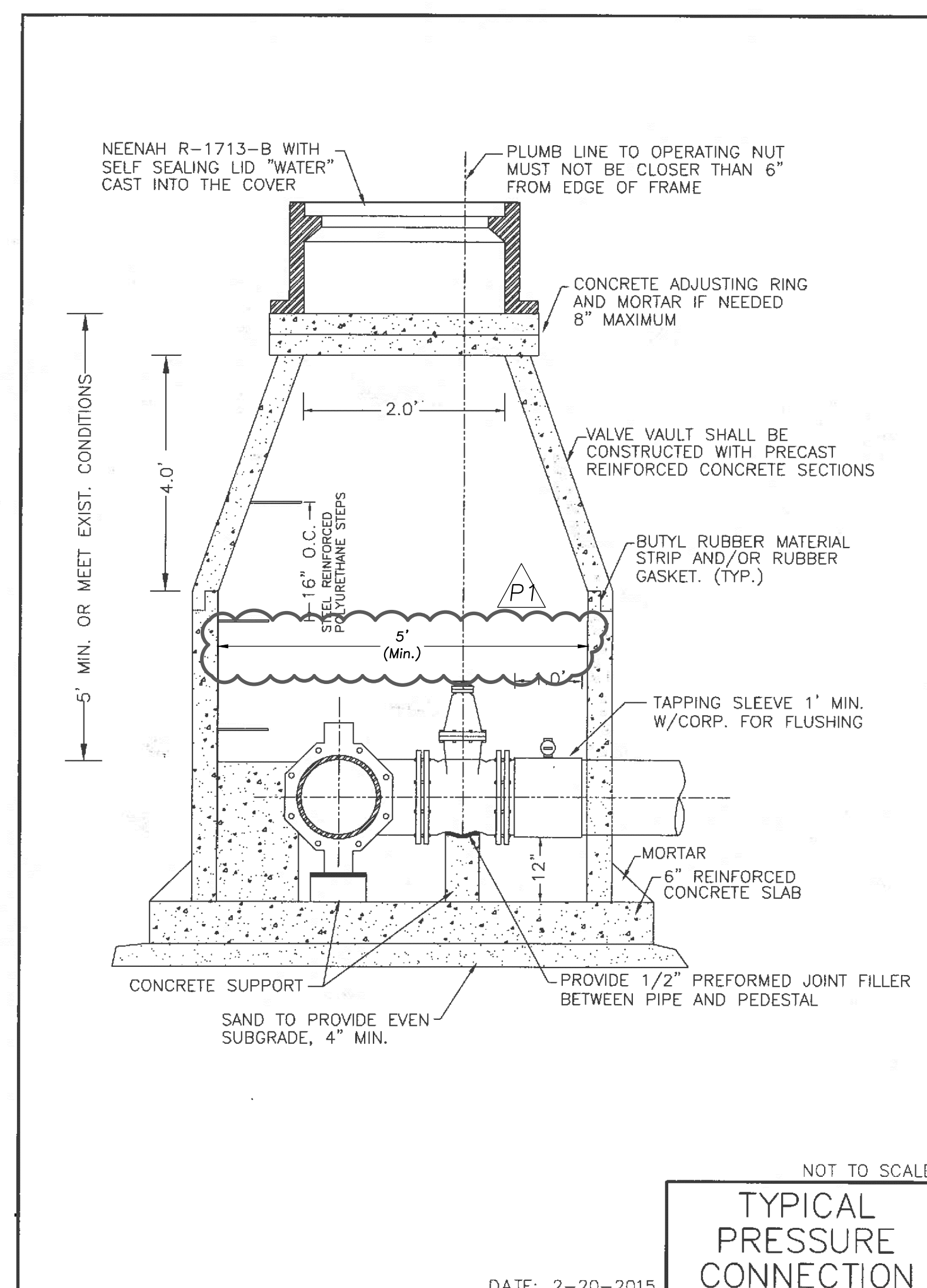
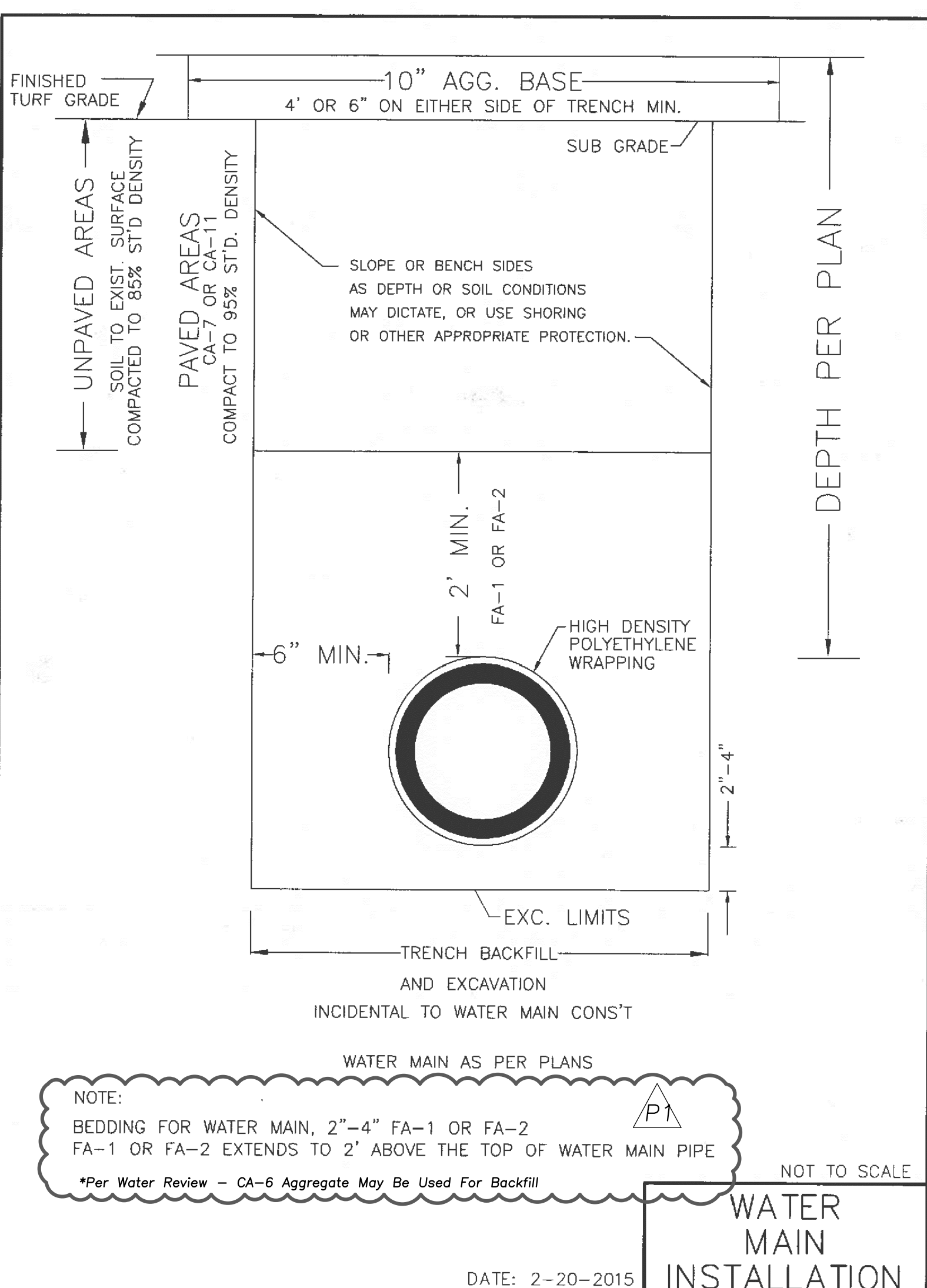
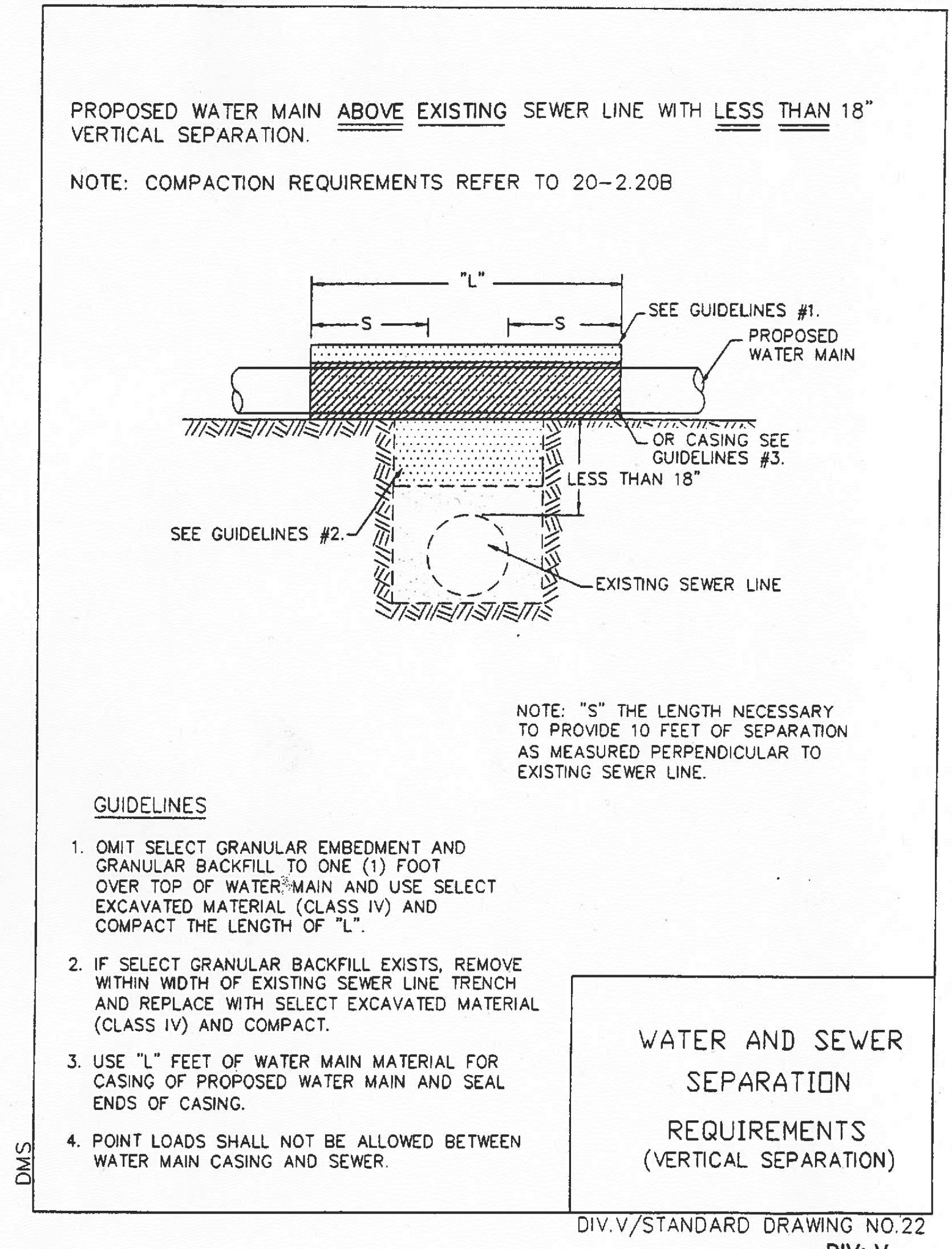
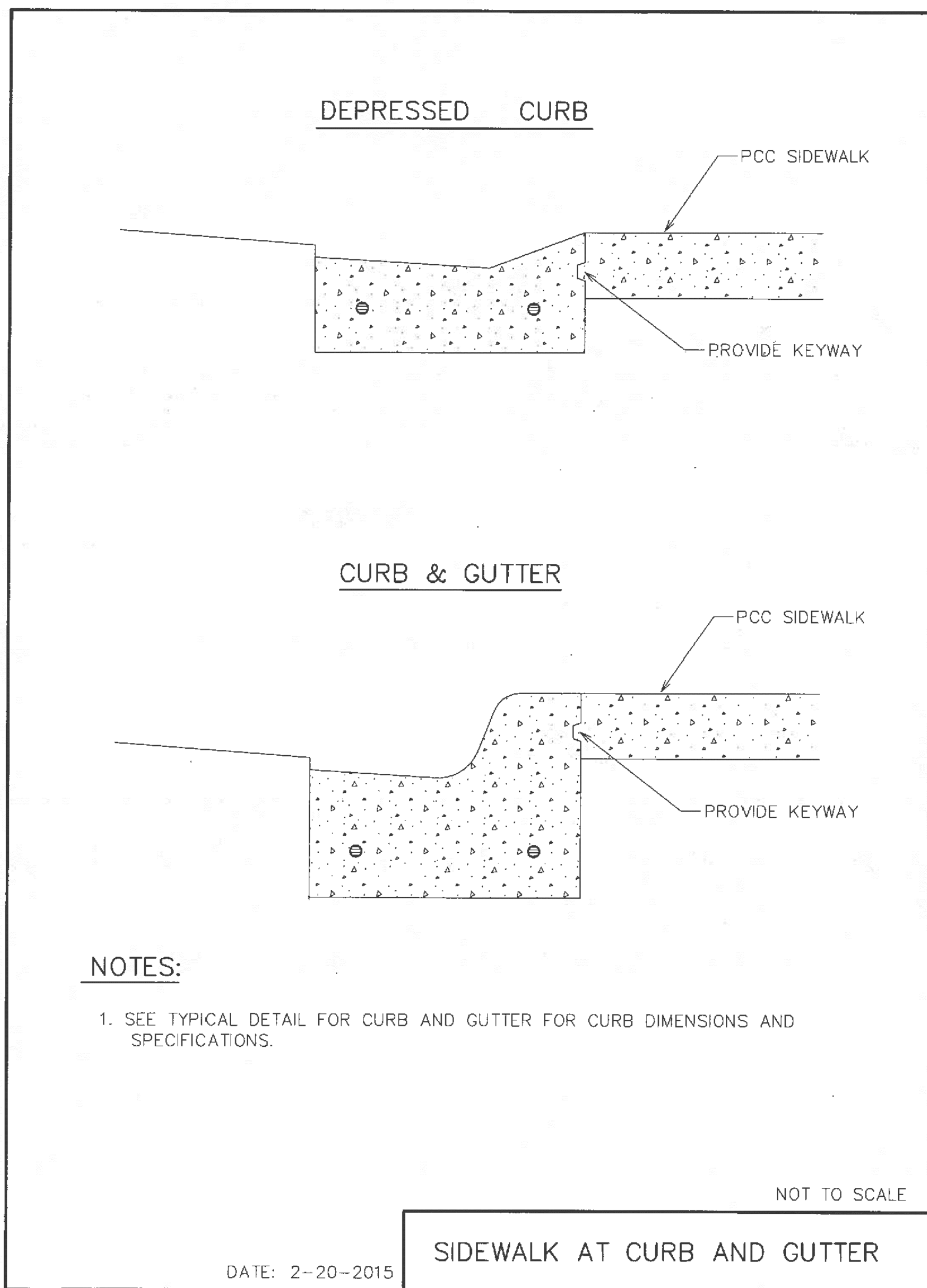
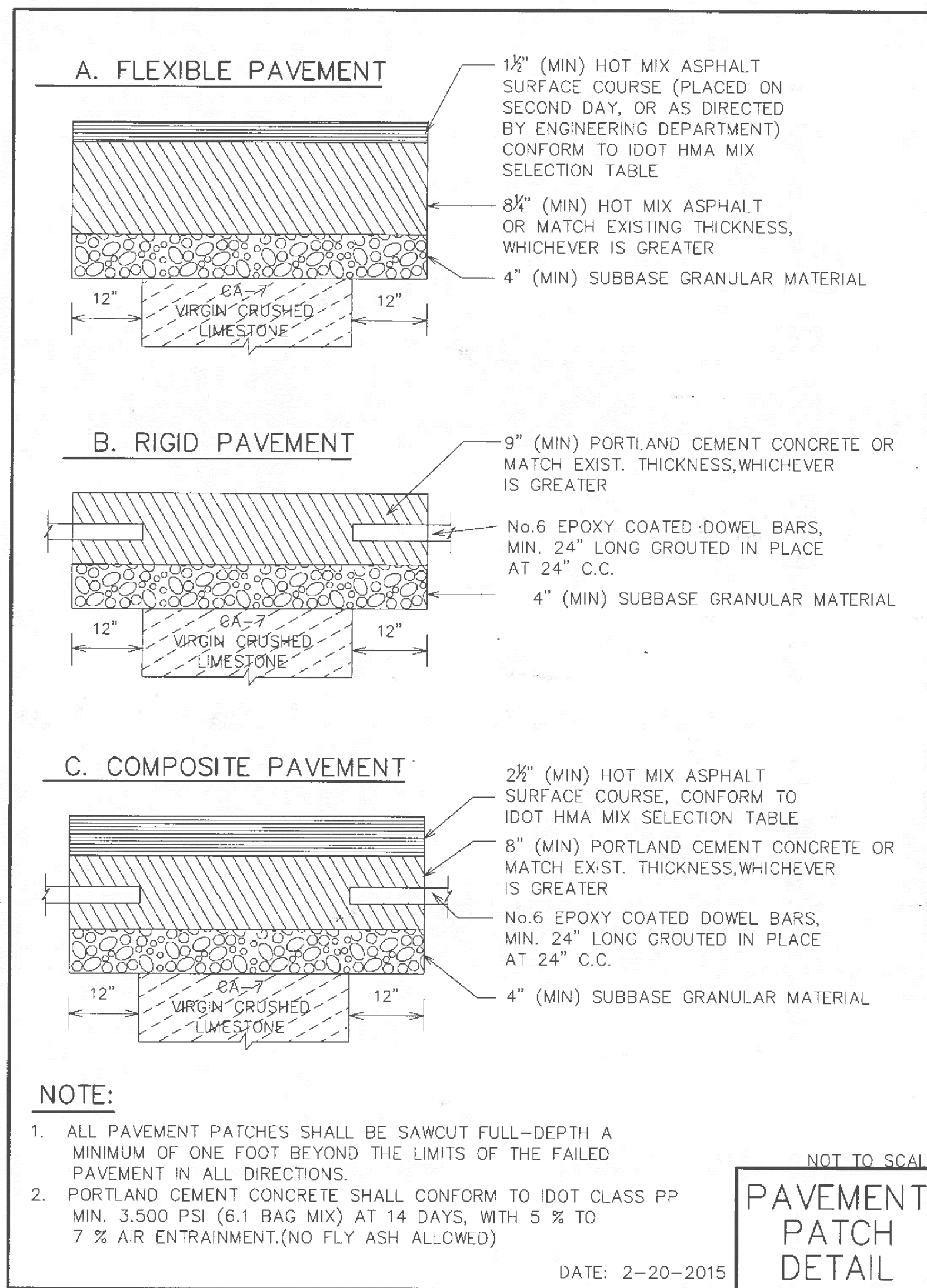
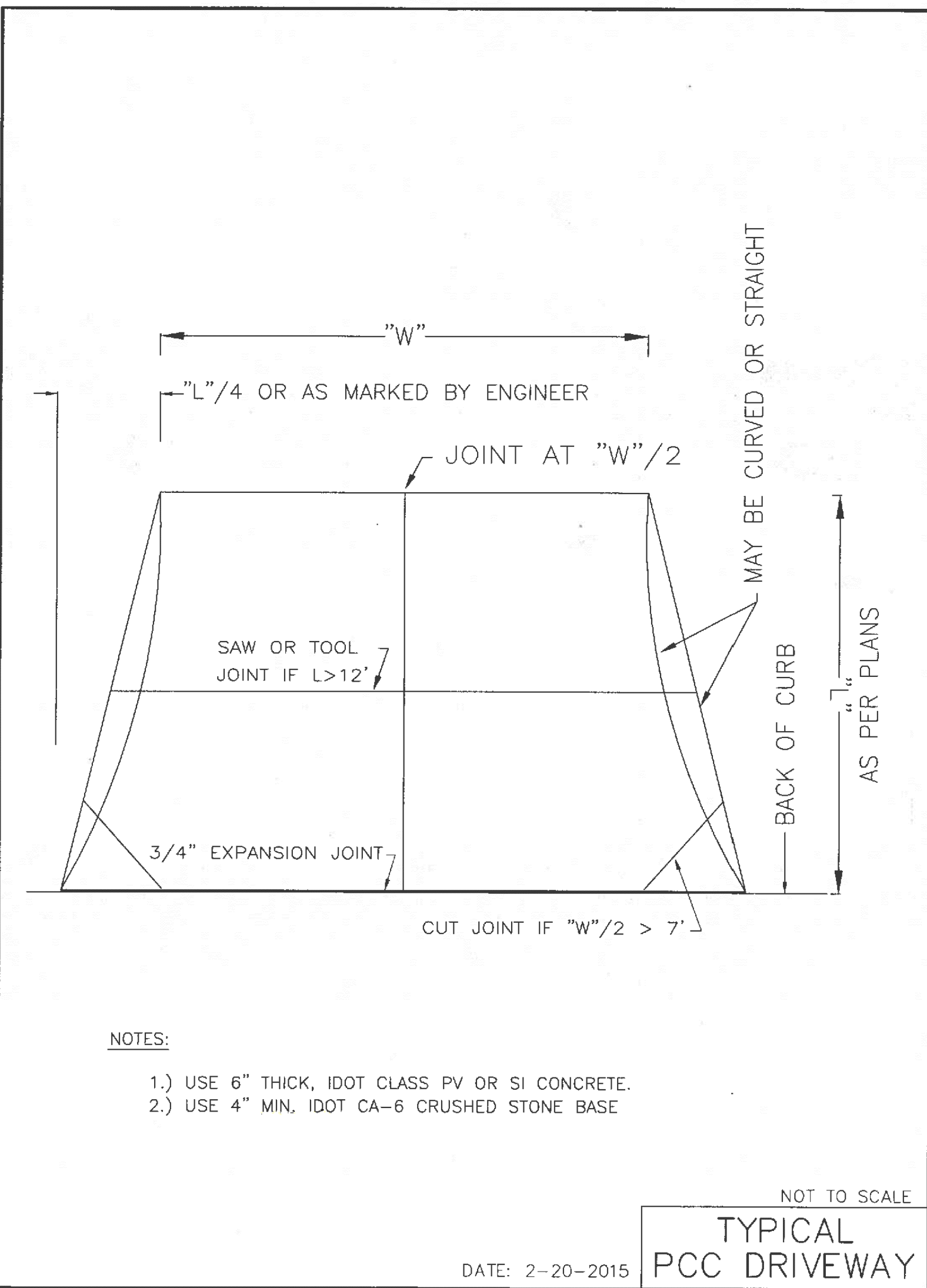
Project Name
JPMorgan Chase Private Bank,
Winnetka

Project Number

21.1062.000

Description
SITE WORK DETAILS -
VILLAGE OF WINNETKA

Scale





ENGINEERING CONSULTANT

 **CiorbaGroup**

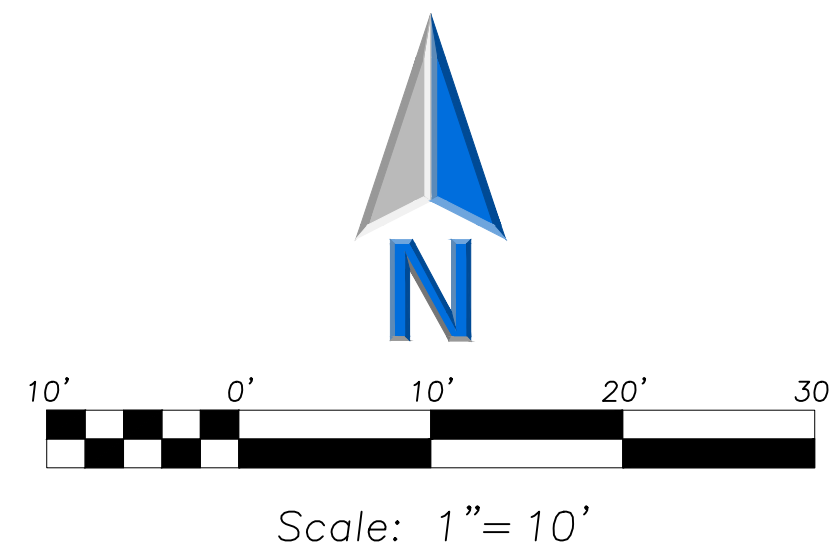
8725 W. Higgins Road, Suite 600, Chicago, IL 60631 | 773.775.4009 | www.ciorba.com

VILLAGE OF WINNETKA

NOT TO SCALE

EXHIBIT H

Tree Preservation Plan



SHEET 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 ERRECTING 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.

GENERAL NOTES

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Seal / Signature

Project Name
JPMorgan Chase Private Bank,
Winnetka

Project Number
21.1062.000

Description
TREE PRESERVATION PLAN

Scale

L0.10

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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 Removed	Parkway Tree
3	Scotus acuparia	European Mountain Ash	15" 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 Removed	Parkway Tree
6	Celtis occidentalis	Hickory	4" Cal	To Be Removed	Parkway Tree
7	Ulmus x	Elm species	6" Cal	To Be Preserved	Parkway Tree - Bark damage
8	Gleditsia triacanthos	Honey Locust	12" Cal	To Be Removed	Internal Tree
9	Gleditsia triacanthos	Honey Locust	20" Cal	To Be Removed	Internal Tree
10	Prunus virginiana	Canadian Choke Cherry	3"x3"x3'	To Be Removed	Internal Tree
11	Prunus virginiana	Canadian Choke Cherry	3"x3"x3'	To Be Removed	Internal Tree
12	Malus domestica	Granny Smith Apple	3"x3"x3'	To Be Removed	Internal Tree
13	Tilia americana	American Basswood	6"x8" Cal	To Be Removed	Internal Tree

PUBLIC ROW TREES REMOVED : 4 TREES
REPLACEMENT TREES : 6 TREES

PRIVATE 'PROTECTED TREE' REMOVAL INCHES : 32"
REQUIRED REPLACEMENT : 11 (3" Cal.) Trees
PROPOSED REPLACEMENT : 0 Trees (Below Grade Parking Lot Conflict)

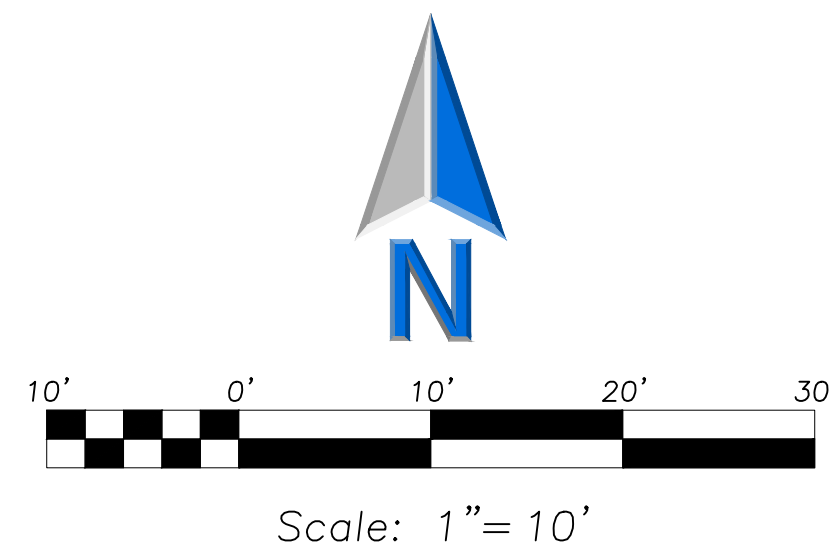
EXHIBIT I
Landscape Plan

SOIL NOTES

- CONFIRM ALL SOIL QUANTITIES AND DIMENSIONS.
- PROVIDE 1 QUART SAMPLE ALONG WITH TESTING DATA FOR AOR AND LA REVIEW AND APPROVAL PRIOR TO FINAL PROCUREMENT AND PLACEMENT.
- PLANTING MIX SHALL BE LOOSELY MIXED WITH A LOADER BUCKET AS FOLLOWS AND AS SEPARATELY IN THE CORRECT PROPORTION. ADD SOIL AMENDMENTS BLEND TO UNSCREENED TOPSOIL. DO NOT OVER MIX. USE TECHNIQUES THAT PRESERVE SOIL PIDS IN THE FINAL MIX.
- LAWN MIX TO BE APPROVED TOPSOIL WITHOUT AMENDMENTS UNO.
- PRIOR TO PLACEMENT SCARIFY/TRACTURE SUB-GRADE AND VERTICAL EDGES OF PLANTING SOIL EXCAVATIONS.
- IMPORT SOIL TO MEET PROPOSED GRADES AFTER SETTLING. TOP OF SOIL PROFILE TO MEET 85% MODIFIED PROCTOR AFTER SETTLING.
- PROVIDE TEST RESULTS FOR EVERY 1000 YARDS OF PLACED SOIL TO ENSURE ALL SOIL CONFORMS TO APPROVED PARAMETERS.
- ONCE PLACED, SOIL PROFILES SHOULD BE PROTECTED FROM COMPACTION. SOIL PROFILES AFFECTED BY COMPACTION SHOULD BE REMOVED AND REPLACED OR AMENDED IN PLACE UNDER THE REVIEW OF AOR AND LA.

STRUCTURAL SOIL NOTES

- MATERIAL :
A. UNIFORMLY BLENDED MIXTURE OF CRUSHED STONE, CLAY LOAM AND HYDROGEL, MIXED TO THE FOLLOWING PROPORTION:
- | | |
|-----------------|---|
| CRUSHED STONE | 80 UNITS DRY WEIGHT |
| LOAM (SCREENED) | AS DETERMINED BY THE TEST OF THE MIX. (APPROX. 20 UNITS DRY WEIGHT) |
| HYDROGEL | 0.03 UNITS DRY WEIGHT/100UNITS STONE (ASUETO T-99 OPTIMUM MOISTURE) |
- CRUSHED STONE SHALL BE A DOT CERTIFIED CRUSHED STONE. GRANITE AND LIMESTONE HAVE BEEN SUCCESSFULLY USED IN THIS APPLICATION. NINETY-100 PERCENT OF THE STONE SHOULD PASS THE 1.5 INCH SIEVE, 20-55 PERCENT SHOULD PASS THE 1.0 INCH SIEVE AND 10 PERCENT SHOULD PASS THE 0.75 INCH SIEVE.
- LOAM SHALL CONTAIN THE FOLLOWING CRITERIA:
- | |
|---|
| PH BETWEEN 6.0 TO 7.6 |
| 2-5% ORGANIC MATTER |
| NUTRIENT LEVELS AS REQUIRED BY SPECIFIED PLANTING SOILS |
- GRAVEL LESS THAN 5%
SAND 20-45%
SILT 20-50%
CLAY 20-40%
- HYDROGEL SHALL BE A POTASSIUM PROPENATE-PROPENAMIDE COPOLYMER HYDROGEL OR EQUIVALENT



SHEET NOTES

- 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.
- ALL PLANT MATERIALS SHALL BE NURSERY GROWN STOCK AND SHALL BE FREE FROM ANY DISEASES, DISEASES OR INJURIES. 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.
- ALL LANDSCAPE IMPROVEMENTS SHALL MEET MUNICIPALITY REQUIREMENTS AND GUIDELINES, WHICH SHALL BE VERIFIED BY MUNICIPAL AUTHORITIES.
- 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.
- ALL PLANT MATERIALS SHALL BE INSPECTED AND APPROVED BY THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION. ANY MATERIALS INSTALLED WITHOUT APPROVAL MAY BE REJECTED.
- 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.
- 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.
- 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.
- 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.
- 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.
- REFER TO PLAT OF SURVEY FOR LEGAL DESCRIPTION, BOUNDARY DIMENSIONS AND EXISTING CONDITIONS.
- 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.
- ALL PLANT MATERIAL SHALL BE PLANTED WITH A MINIMUM OF 3" OF A SOIL AMENDMENT ROTOULTED 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 MODIST TRADING "ONE STEP SOIL CONDITIONER" OR APPROVED SOIL.
- ALL BEDS SHALL BE EDGED, HAVE WEED PREEMERGENTS APPLIED AT THE RECOMMENDED RATE.
- ALL PARKWAYS AND PARKING LOT ISLANDS SHALL HAVE LAWN ESTABLISHED WITH SOO AS A GROUND COVER, UNLESS OTHERWISE NOTED.
- 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.
- CONTRACTORS MUST VERIFY ALL QUANTITIES AND OBTAIN ALL PROPER PERMITS AND LICENSES FROM THE PROPER AUTHORITIES.
- ALL MATERIAL MUST MEET INDUSTRY STANDARDS AND THE LANDSCAPE ARCHITECT HAS THE RIGHT TO REFUSE ANY POOR MATERIAL OR WORKMANSHIP.
- LANDSCAPE ARCHITECT IS NOT RESPONSIBLE FOR UNSEEN SITE CONDITIONS.
- 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.
- LAWN AND BED AREAS SHALL BE ROTOULTED, RAKED OF CLUMPS AND DEBRIS.
- REMOVE ALL DEAD AND DISEASED PLANT MATERIAL FROM SITE AND DISPOSE OF PROPERLY.

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Seal / Signature

Project Name

JPMorgan Chase Private Bank,
Winnetka

Project Number

21.1062.000

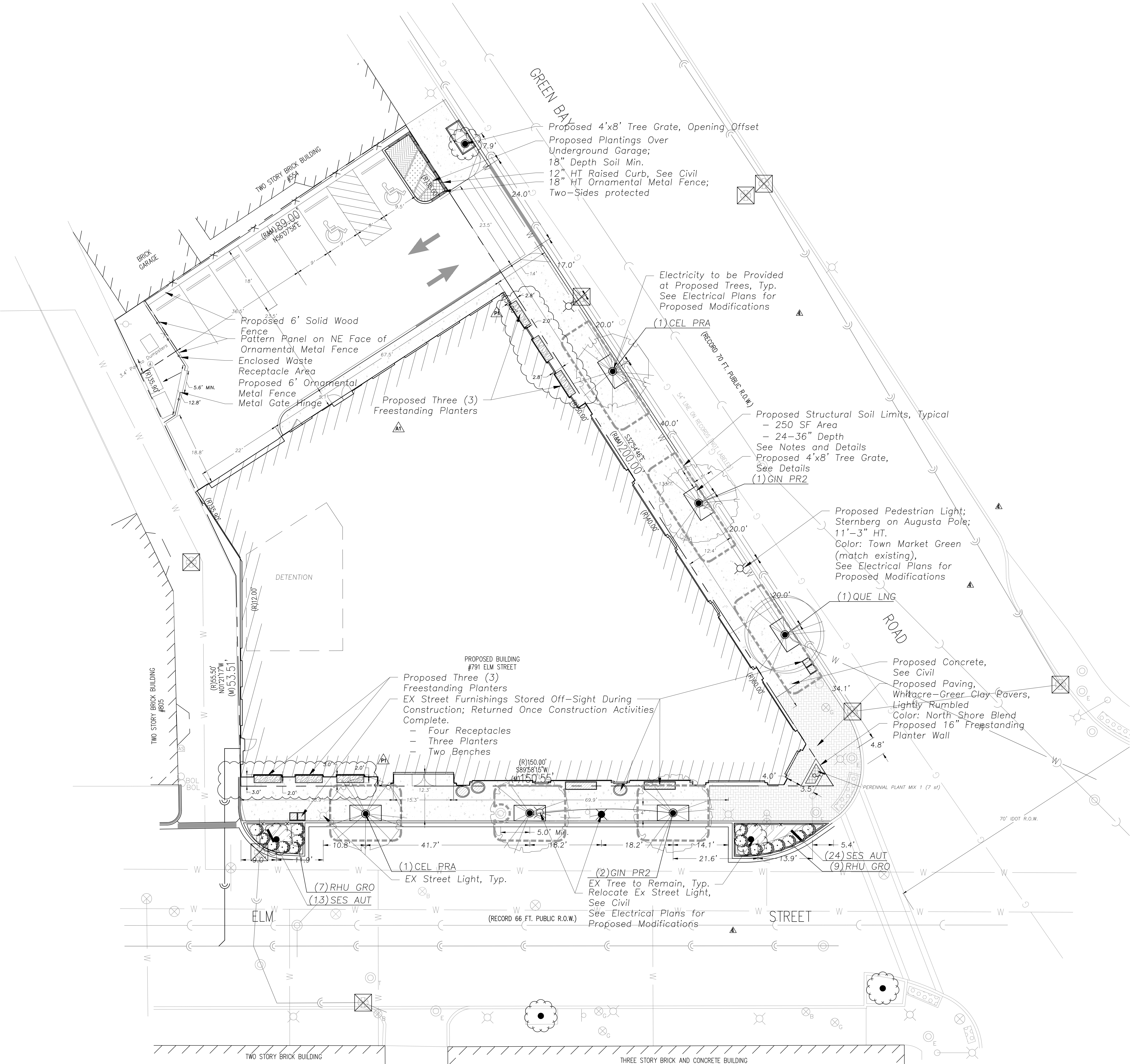
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SITE LANDSCAPE PLAN

Scale

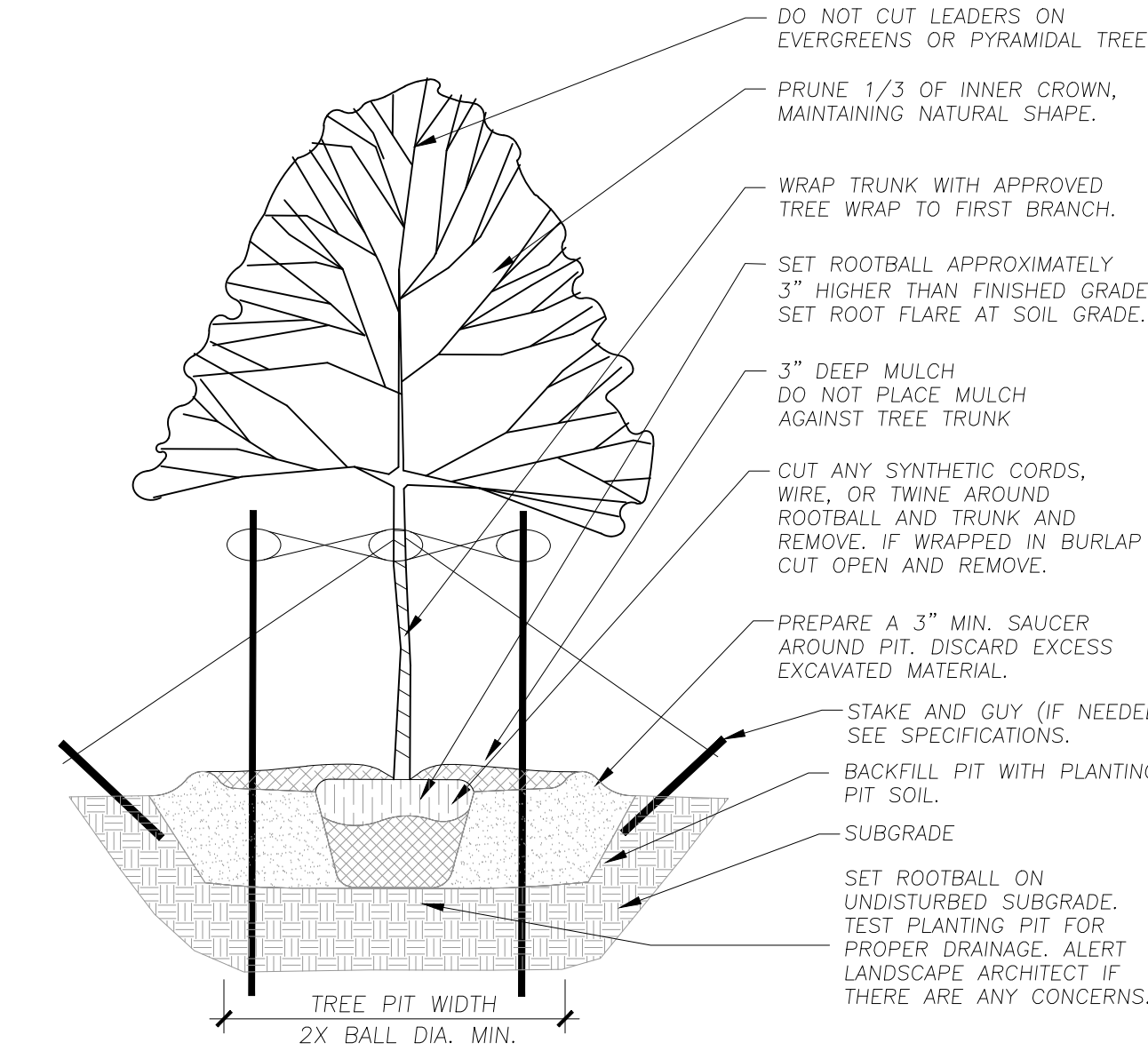
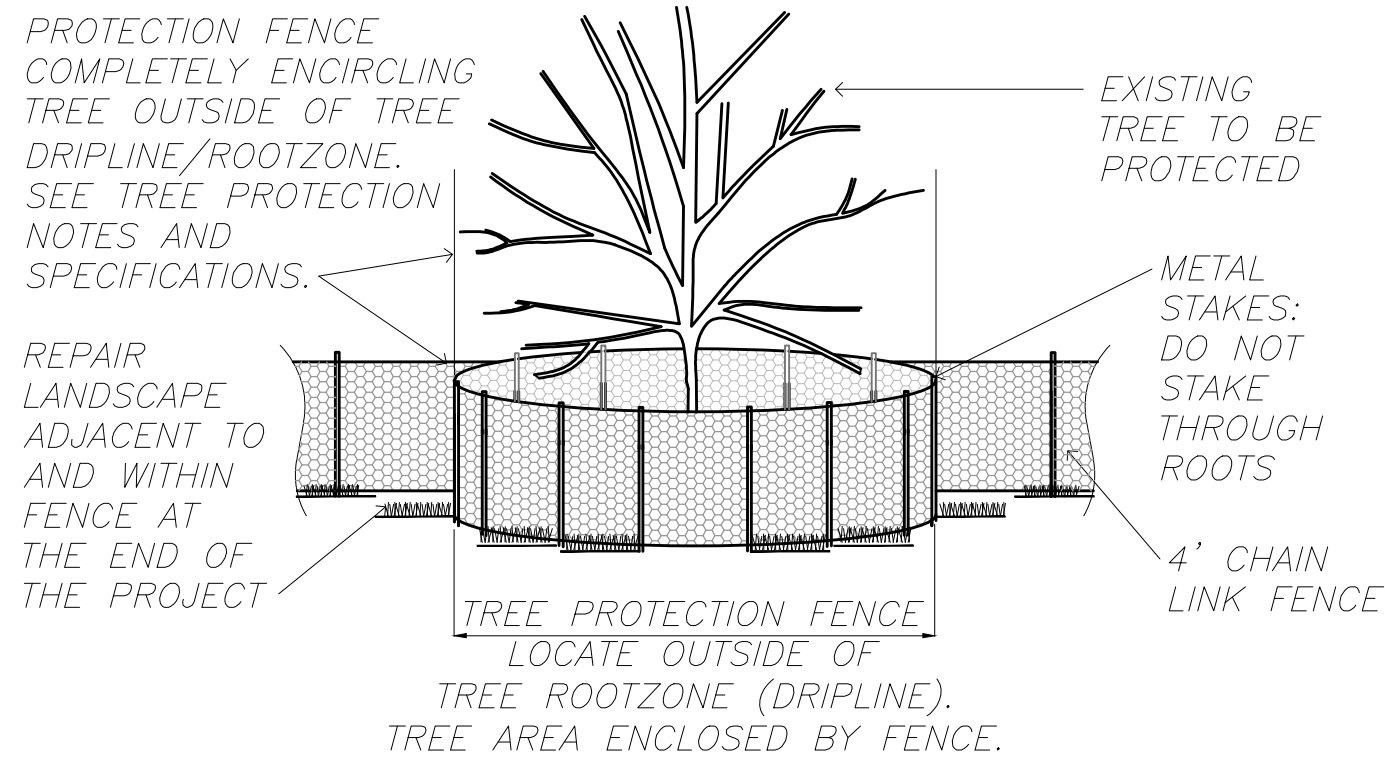
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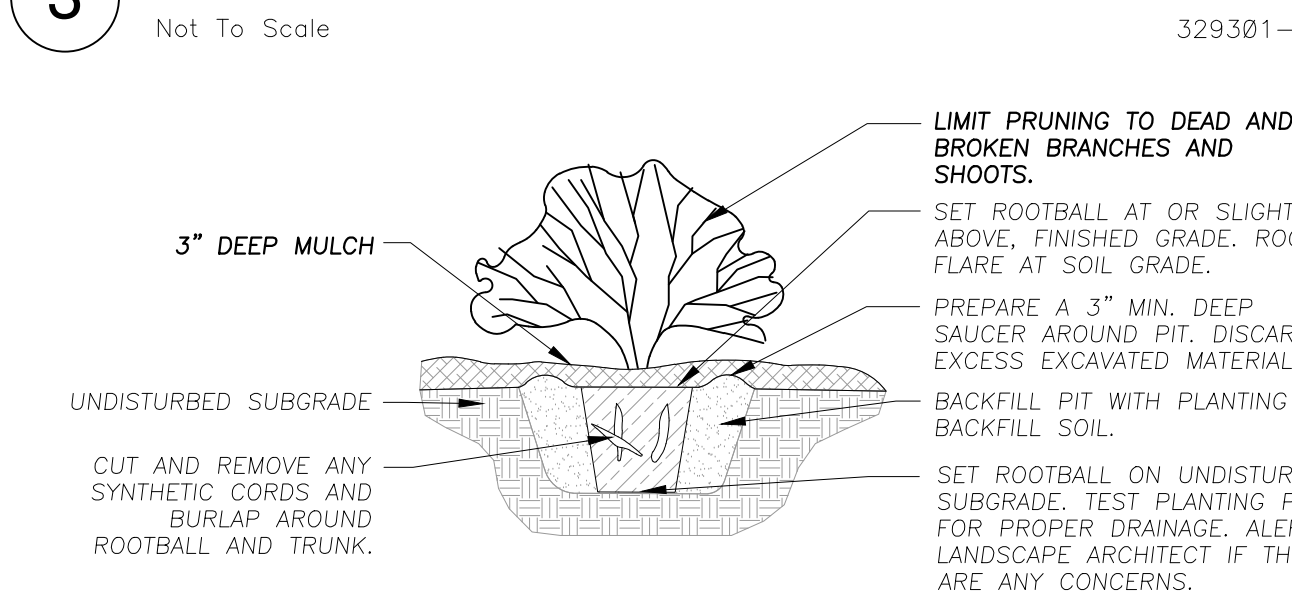
- NOTES:
1. REVIEW TREE PROTECTION FENCE INSTALLATION WITH LANDSCAPE ARCHITECT, PRIOR TO START OF CONSTRUCTION ACTIVITIES.
 2. CONTRACT/ CONSTRUCTION FENCE TO INCLUDE PERIMETER OF TREE PROTECTION FENCE WHERE THESE INTERSECT.
 3. MAINTAIN TREE PROTECTION AND FENCE WITHIN CONSTRUCTION/WORK LIMIT FENCE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

1 TREE PROTECTION DETAIL



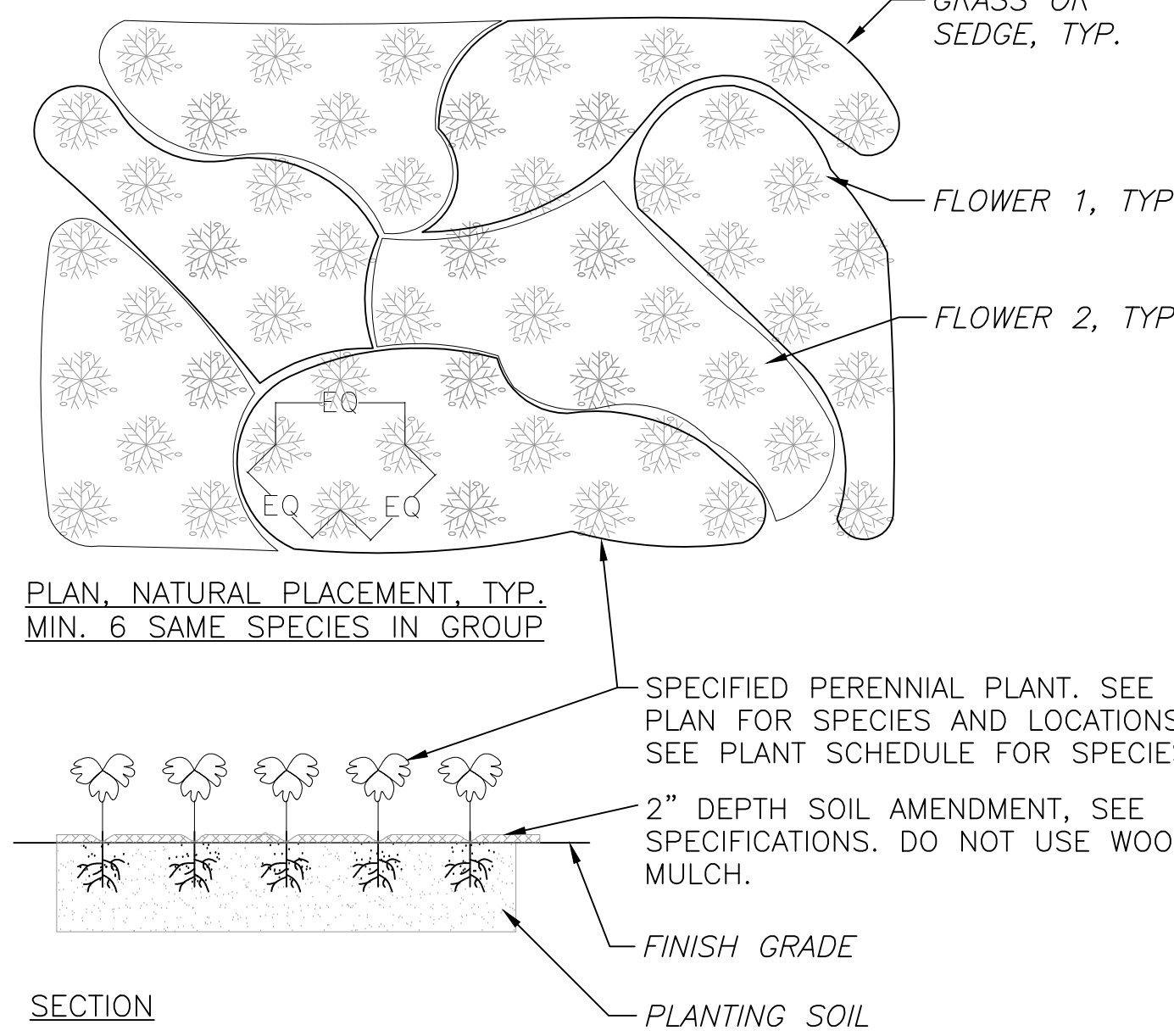
2 TREE PLANTING DETAIL

3 ANNUAL, PERENNIAL, & GROUND COVER DETAIL



4 SHRUB PLANTING DETAIL

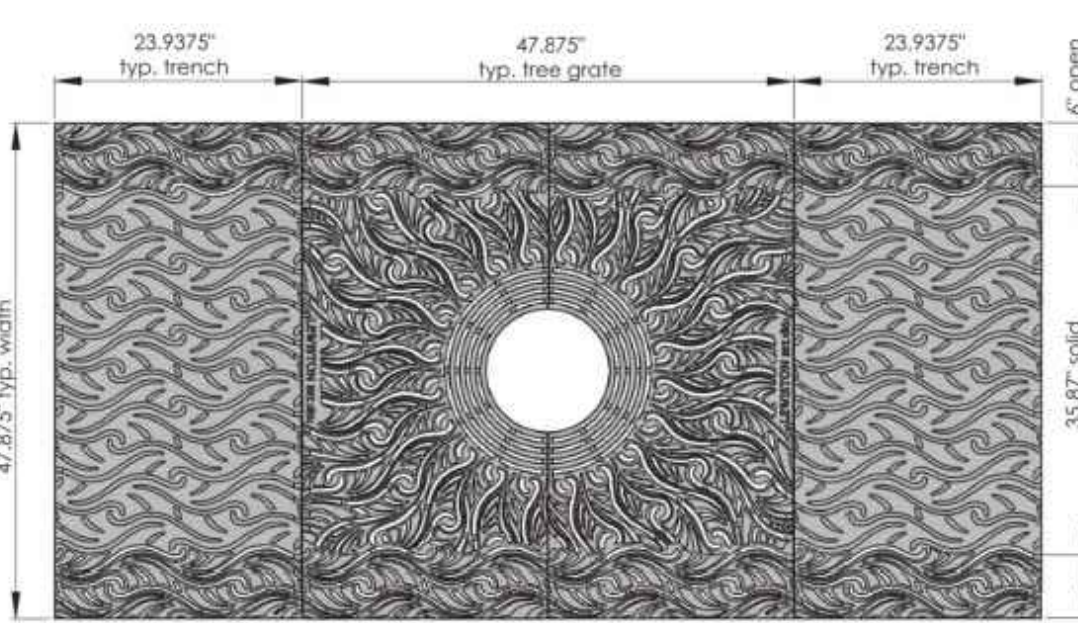
- NOTES:
1. DO NOT DAMAGE EXISTING PLANT ROOTS WHEN EXCAVATING PLANTING HOLES.
 2. PLACE PLANTS IN A NATURAL MANNER SIMILAR TO THE DETAIL PLAN SHOWN AND APPROVED BY OWNER IN THE FIELD.
 3. PRUNE DEAD STALKS AND REMOVE ANY DEAD LEAVES.
 4. REMOVE ALL POTS PRIOR TO PLANTING. BY HAND, REMOVE POT BOUND AND ENCIRCLING ROOTS.
 5. PLACE PLANTS SO THAT FINISH GRADE IS FLUSH WITH SOIL POT HEIGHT. LEAVE SPACE BETWEEN PLANT STALKS AND SOIL AMENDMENT.
 6. MAINTAIN PROPER PLANTING HEIGHT THROUGHOUT WARRANTY PERIOD.
 7. MAINTAIN A WEED-FREE CONDITION THROUGHOUT THE MAINTENANCE PERIOD.



5 PERENNIAL PLANT MIX : LAYOUT

1/4" = 1'-0"

NOTES:
PRODUCT : IRON AGE DESIGNS
DESIGN : 'MINNIONE'
SIZE : 4'x8'
OFFSET OPENING AT ONE (1) EXISTING TREE LOCATION
FINISH : BAKED ON OIL FINISH



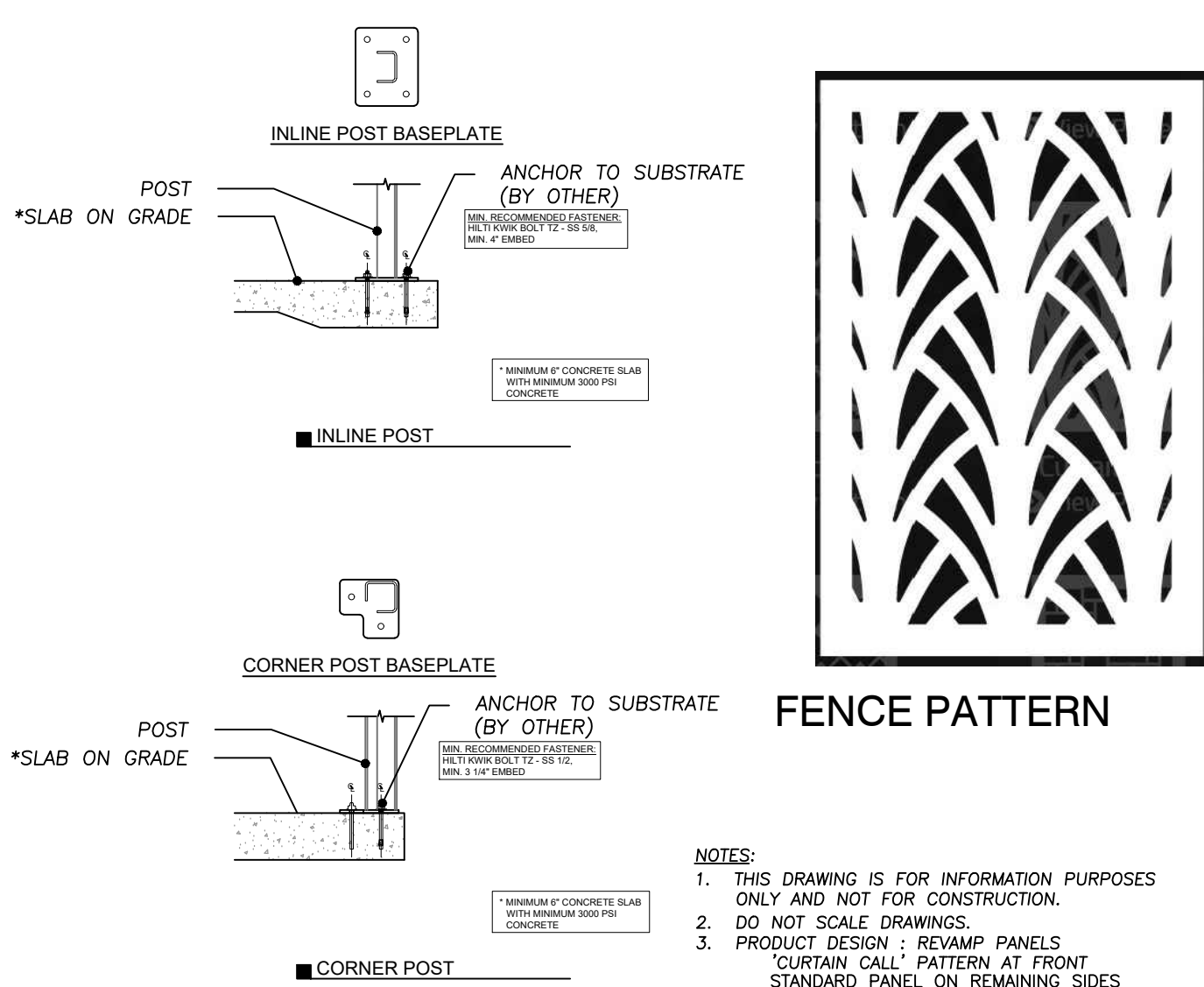
8 TREE GRATE

Not To Scale

DETAIL=FILE

9 RAISED PLANTER

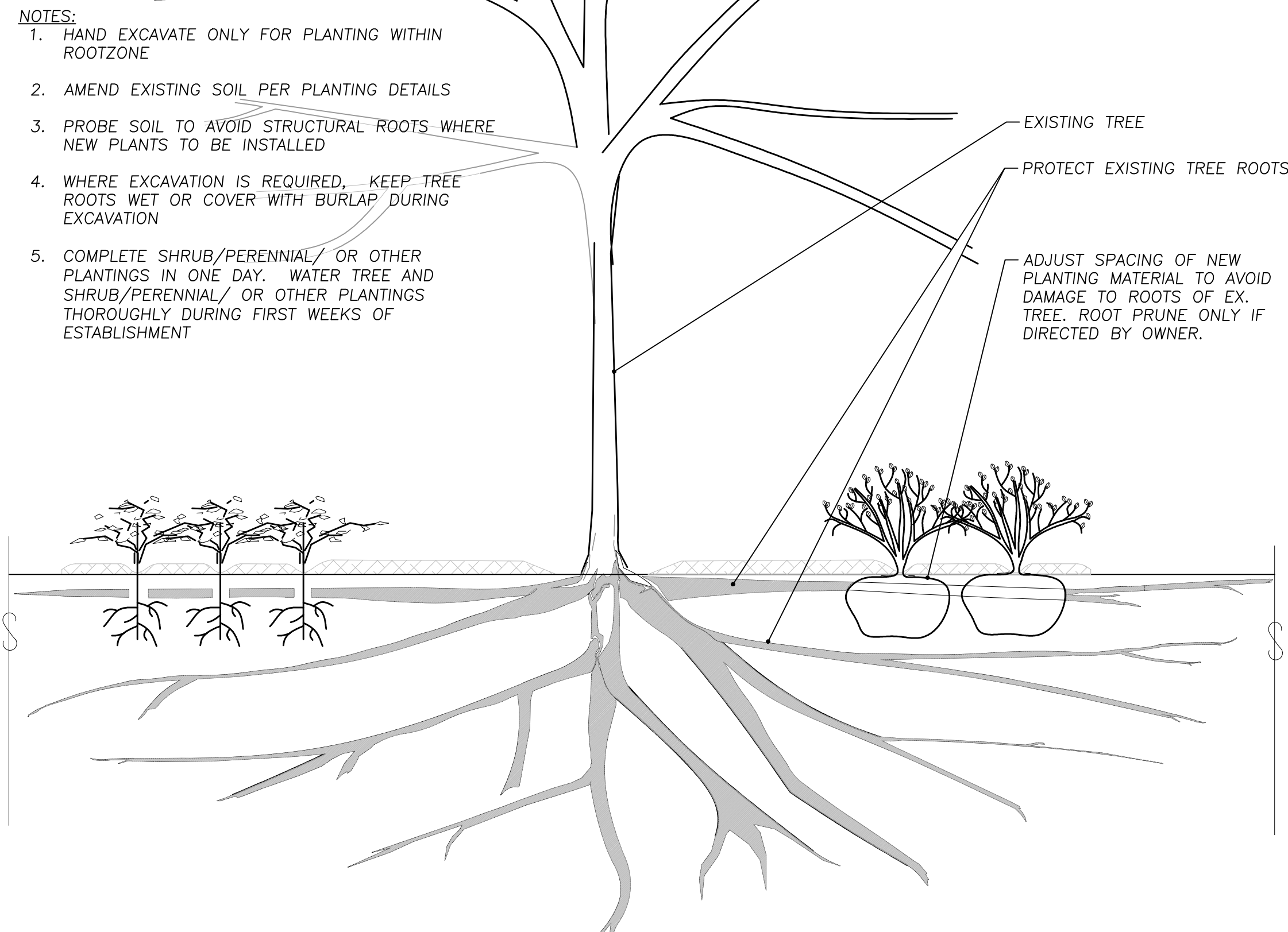
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14 ORNAMENTAL METAL FENCE : MOUNT DETAILS

Not To Scale

323119-82



6 PLANTING WITHIN ROOTZONE OF EXISTING TREE

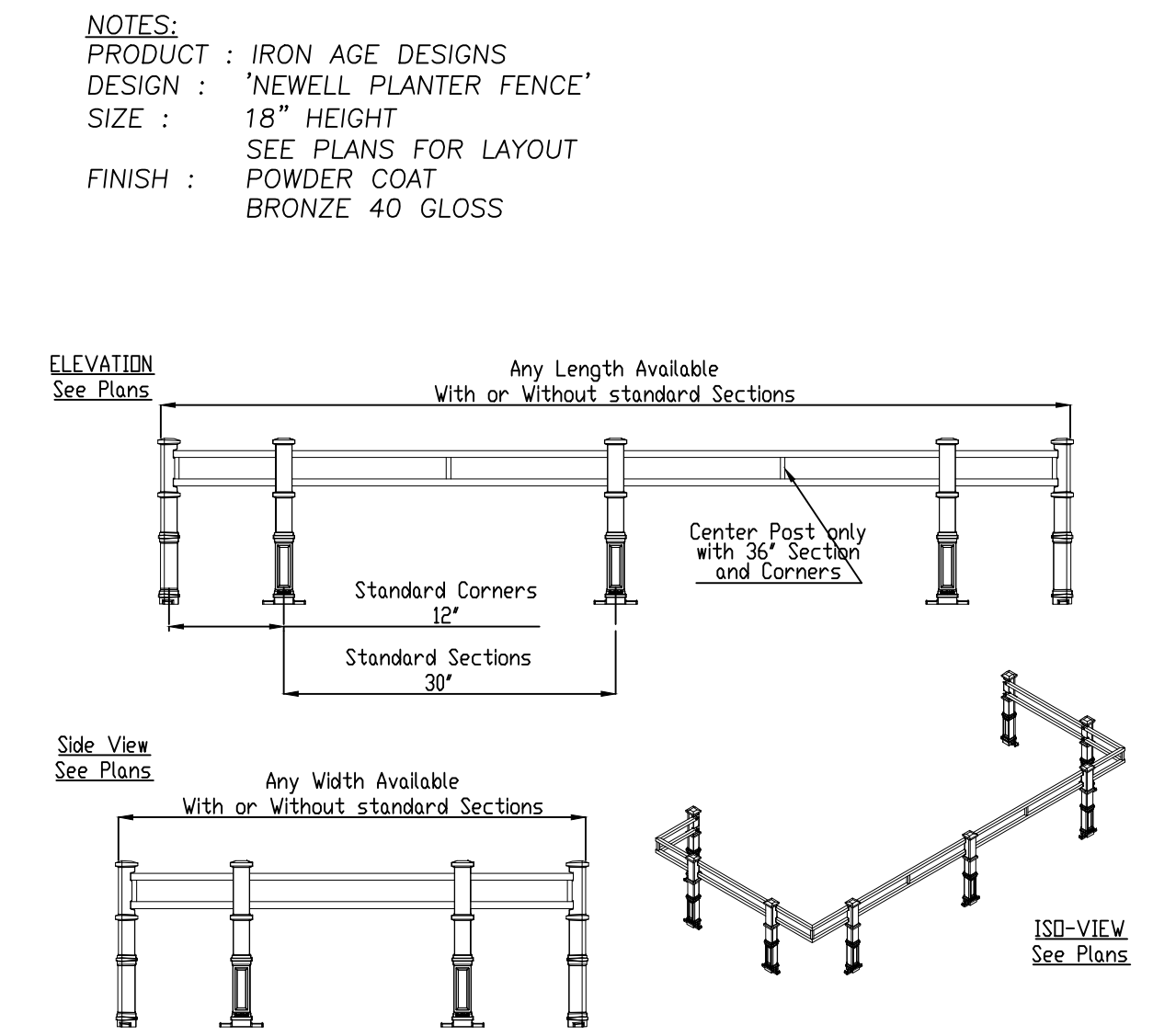
NOT TO SCALE

329383-12

7 TREE PIT DETAIL (4' X 8')

SCALE: Not To Scale

329343-30



10 18" HT ORNAMENTAL METAL FENCE

Not To Scale

11 6" SOLID WOOD FENCE

NOT TO SCALE

323129.23-82

12 16" FREE STANDING CONCRETE WALL

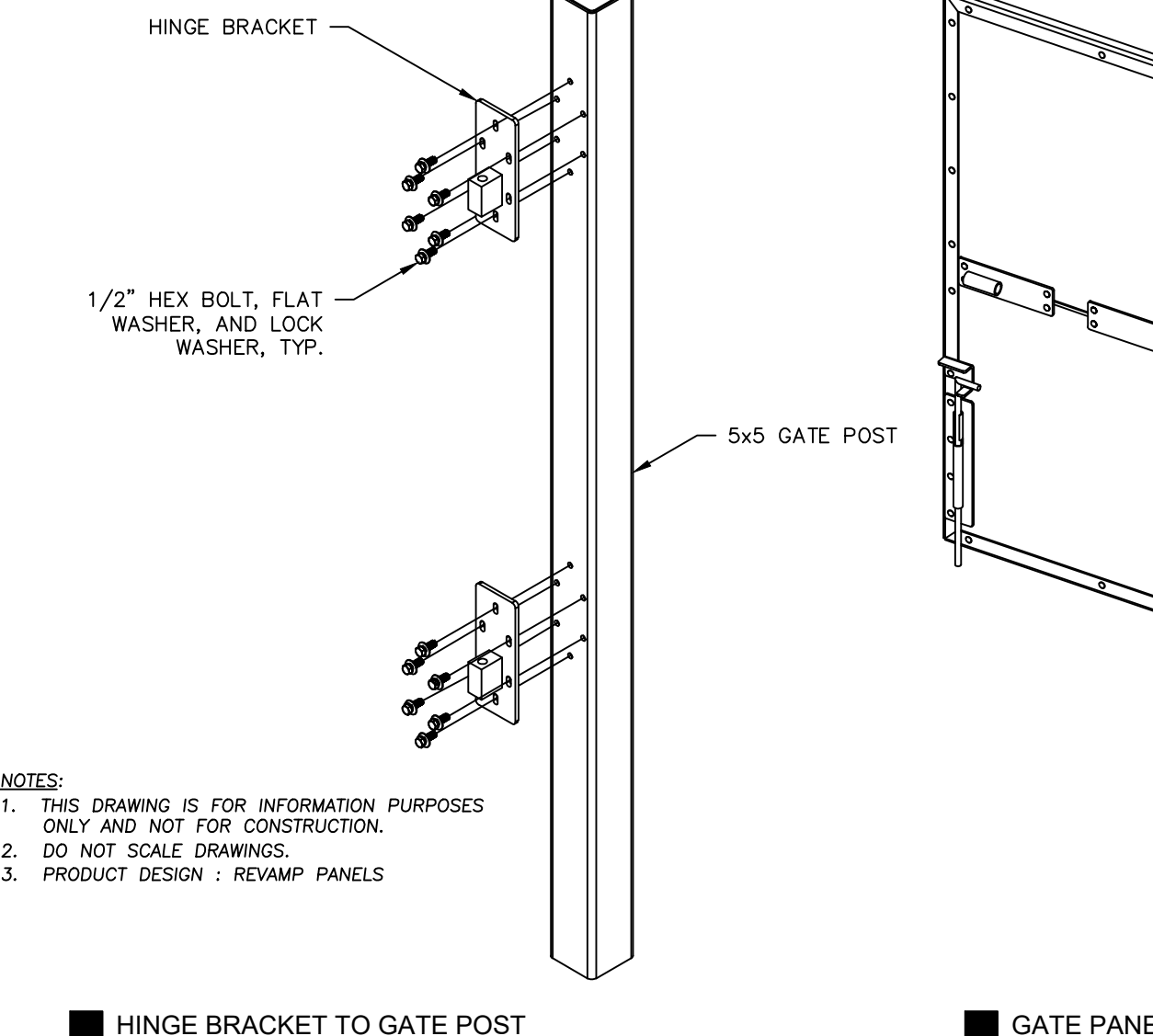
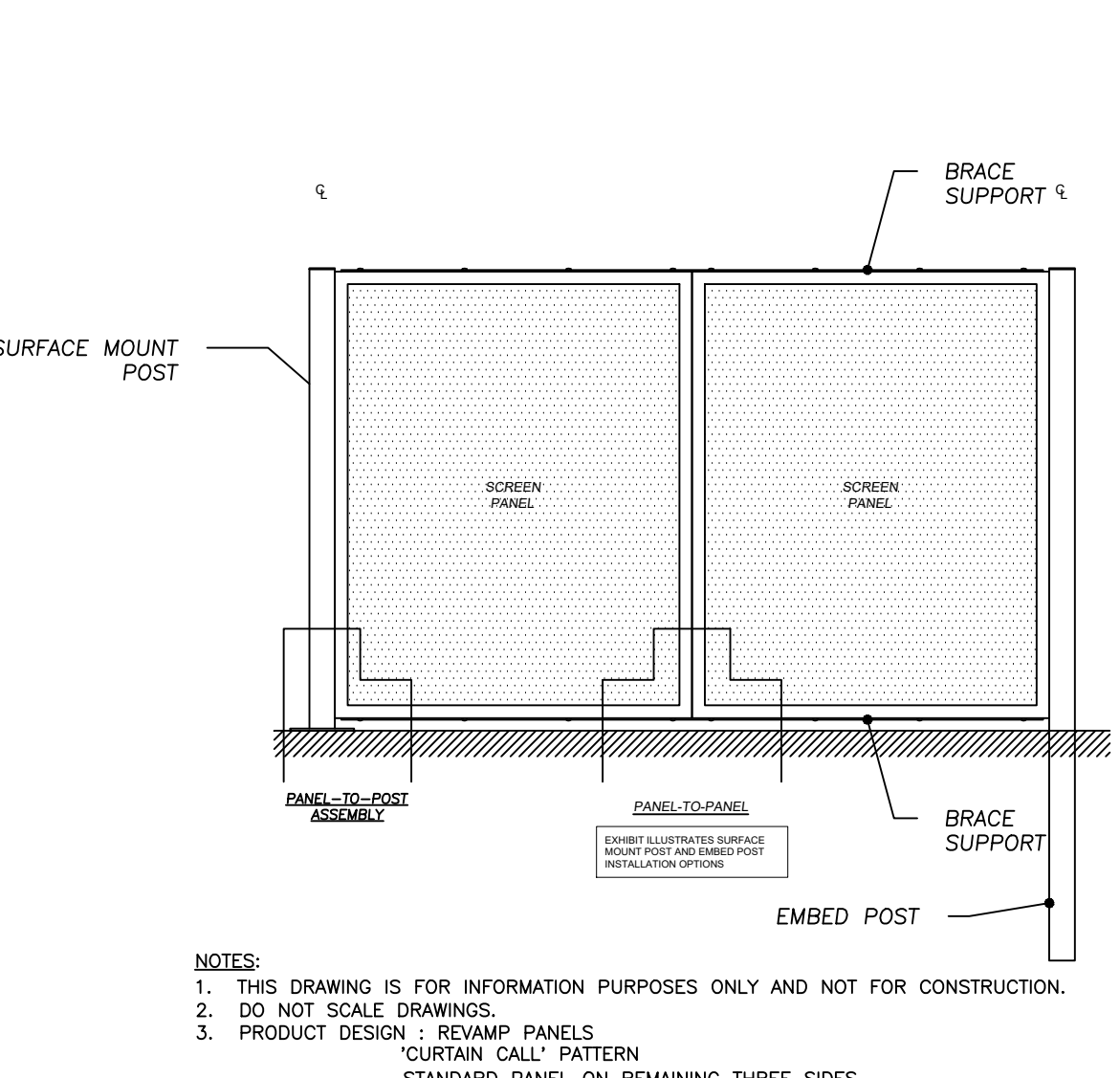
1" = 1'-0"

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13 6" ORNAMENTAL METAL FENCE

NOT TO SCALE

323119-81



15 ORNAMENTAL METAL FENCE : REVAMP SWING GATE MOUNT DETAILS

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SHEET NOTES

Gensler

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

Tel 312.456.0123
Fax 312.456.0124

RIVERSIDE

INVESTMENT & DEVELOPMENT

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



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



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



now



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



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
5 01/15/2024	100% PERMIT REVISIONS
6 04/15/2024	PROGRESS PRINT
7 04/25/2024	ISSUED FOR 100% DD
8 06/21/2024	PROGRESS PRINT
9 07/03/2024	ISSUE FOR BID AND PERMIT
10 09/13/2024	ISSUE FOR PERMIT RESPONSE



Seal / Signature

Project Name
JPMorgan Chase Private Bank, Winnetka
Project Number
21.1062.000
Description
LANDSCAPE DETAILS

KEY PLAN

Scale

L2.00

© 2024 Gensler

SHEET NOTES

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



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

Longman
Lindsey

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

△	Date	Description
1	08/18/2023	ISSUED FOR VILLAGE PD
2	10/27/2023	PERMIT REVISIONS
3	12/15/2023	ISSUED FOR 100% SD
4	12/22/2023	PERMIT REVISIONS
5	03/12/2024	100% PERMIT REVISIONS
6	04/15/2024	PROGRESS PRINT
7	04/26/2024	ISSUED FOR 100% DD
8	06/21/2024	PROGRESS PRINT
9	07/03/2024	ISSUE FOR BID AND PERMIT
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Seal / Signature

Project Name
JPMorgan Chase Private Bank,
Winnetka

Project Number
21.1062.000

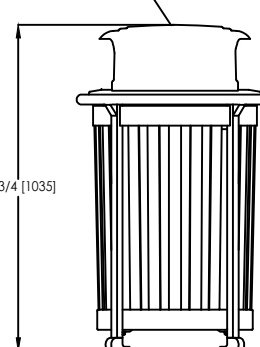
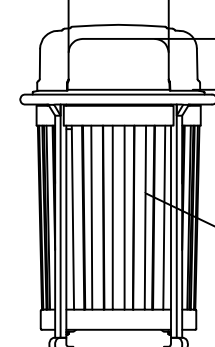
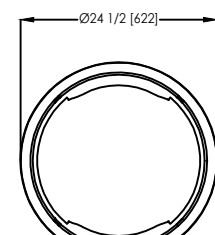
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Melville Backed Bench, 72in, Wood

3d file: 5/19/2019
File: M0302546



LANDSCAPE FORMS
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NOTE: LITTER RECEPTACLES TO BE SALVAGED AND STORED OFF-SITE DURING CONSTRUCTION. THEN - INSTALLED AS PART OF FINAL EXTERIOR SITE CONSTRUCTION PROCESSES.

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EXHIBIT J

Construction Logistics and Redevelopment Schedule Plan



September 27, 2024

Mike Spence
Vice President
Riverside Development
150 N Riverside Plaza, Suite 1800
Chicago, IL 60606

Re: JPMC Winnetka, 791 Elm Street
Construction and Traffic Management Plan – Revision 3

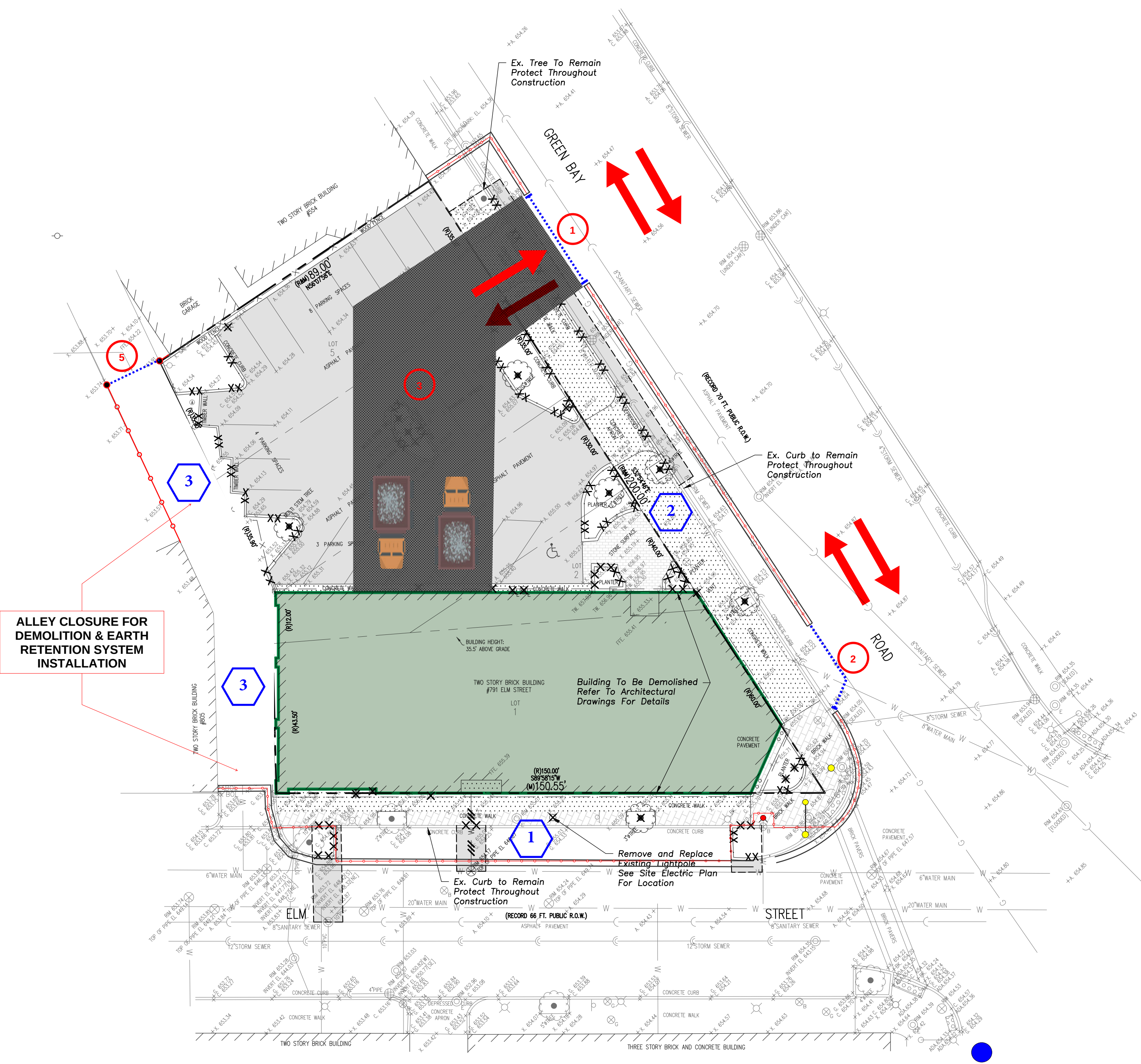
Mr. Spence,

Please refer to the enclosed documents outlining the construction and traffic management plan for the project.
Please also note the following:

- Logistics plans identify routes for construction traffic.
- Logistics plans identify construction equipment staging locations.
- Work hours to meet Village of Winnetka construction guidelines (7am-7pm M-F, 9am-6pm Sat).
- Debris netting to be included on the construction fencing.
- "A" parking permits will be secured for employees/business owners that currently utilize the alley during alley closure time periods only. We assume Winnetka will provide the required permits with costs to be paid by Skender.
- "C" parking permits will be secured for residents that currently utilize the alley during alley closure time periods only. We assume Winnetka will provide the required permits with costs to be paid by Skender.
- Village to provide 3-4 'A' parking permits for Skender team leaders to use to park in 'A Permit' spaces on Birch Street.
- Daily construction workers will park in off-site locations and be bussed into the job site. No public parking spaces or lots will be utilized by daily workers.
- Flaggers will be utilized for incoming and outgoing construction truck deliveries on Green Bay Rd.
- Port-a-potties to be located within site fencing.
- Skender to roll trash and recycling containers to the North end of the alley at the start of each work day (Monday thru Sunday) during alley closures. Containers to be relocated to the businesses after they are emptied.
- Skender to provide a security officer/person to assist in coordination of delivery trucks Monday through Friday, 5:30am to 5:00pm.
- Skender to clear alley of snow while alley is closed as necessary.

Sincerely,


Jeff Reist
Project Executive



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

HAUL ROAD FOR DEMOLITION & SUBSTRUCTURE PHASES

4

NOT USED

5

GATE #3 - 12' SWING GATES W/ DEBRIS NETTING

NOTE: DEBRIS NETTING TO BE INCLUDED ON ALL FENCING.

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 - JANUARY 2025 THRU FEBRUARY 2026

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 - JANUARY 2025 THRU FEBRUARY 2026

3

FULL ALLEY CLOSURE REQUIRED FOR THE DURATION OF BUILDING DEMOLITION, EXISTING FOUNDATION REMOVAL & EARTH RETENTION SYSTEM INSTALLATION. CLOSURES REQUIRED TO EXECUTE THIS WORK WILL BE 3 MONTHS. ALLEYWAY WILL BE RE-OPENED IMMEDIATELY AFTER COMPLETION OF THIS SCOPE OF WORK.
CLOSURE DATES - JANUARY 2025 THRU MARCH 2025
PARTIAL IN JULY/AUGUST 2025 DURING ALLEY MASONRY & GLAZING (4 wks)

SYMBOLS LEGEND

●

LIGHT & TRAFFIC POLES - PROTECTED DURING CONSTRUCTION

●

FIRE HYDRANT - TO REMAIN DURING CONSTRUCTION

●

RELOCATED PACE BUS STOP

20'

0'

20'

40'

60'

Scale: 1"= 20'

LEGEND	
EXISTING	PROPOSED

DEMOLITION LEGEND

Gensler

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

Tel 312.456.0123
Fax 312.456.0124



ERIKSSON
ENGINEERING
ASSOCIATES, LTD.
143 COMMERCE DRIVE, SUITE A
GRAYLAKE, ILLINOIS 60030
Phone: (847) 523-4804
Fax: (847) 223-4804
Email: INFO@EEA-IL.COM

Date	Description
08/18/2023	Issued For Village PD

Seal / Signature

NOT FOR
CONSTRUCTION

Project Name

JPMorgan Chase Private Bank,
Winnetka

Project Number

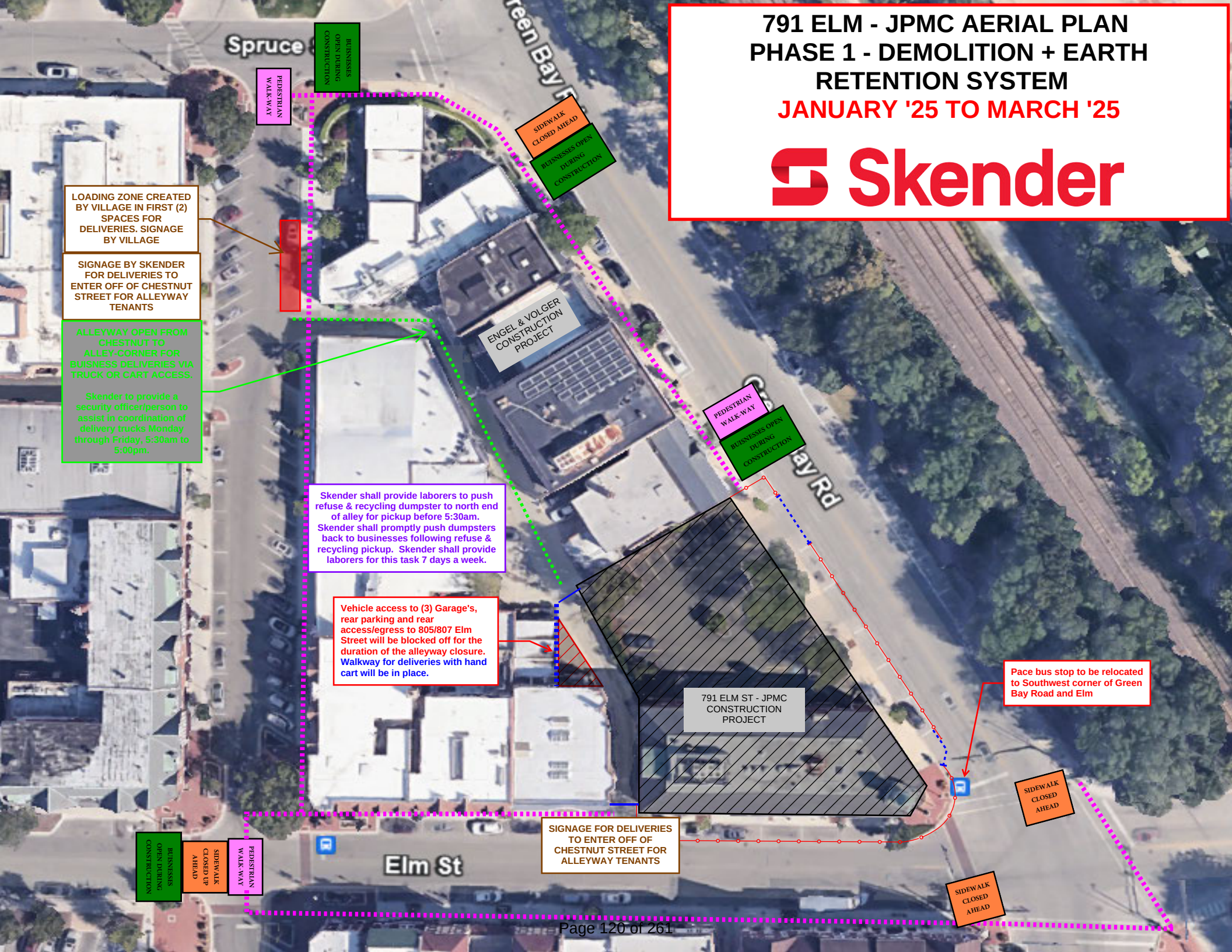
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Description

SITE DEMOLITION PLAN

791 ELM - JPMC AERIAL PLAN
PHASE 1 - DEMOLITION + EARTH
RETENTION SYSTEM

JANUARY '25 TO MARCH '25



LOADING ZONE CREATED BY VILLAGE IN FIRST (2) SPACES FOR DELIVERIES. SIGNAGE BY VILLAGE

SIGNAGE BY SKENDER FOR DELIVERIES TO ENTER OFF OF CHESTNUT STREET FOR ALLEYWAY TENANTS

ALLEYWAY OPEN FROM CHESTNUT TO ALLEY-CORNER FOR BUSINESS DELIVERIES VIA TRUCK OR CART ACCESS.
Skender to provide a security officer/person to assist in coordination of delivery trucks Monday through Friday, 5:30am to 5:00pm.

Skender shall provide laborers to push refuse & recycling dumpster to north end of alley for pickup before 5:30am. Skender shall promptly push dumpsters back to businesses following refuse & recycling pickup. Skender shall provide laborers for this task 7 days a week.

Vehicle access to (3) Garage's, rear parking and rear access/egress to 805/807 Elm Street will be blocked off for the duration of the alleyway closure. Walkway for deliveries with hand cart will be in place.

SIGNAGE FOR DELIVERIES TO ENTER OFF OF CHESTNUT STREET FOR ALLEYWAY TENANTS

Pace bus stop to be relocated to Southwest corner of Green Bay Road and Elm

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

NOT USED (SKENDER FIELD OFFICE IN 560 GREEN BAY RD)

6

TRASH REMOVAL - TRASH CHUTE

7

HOIST BAY FOR MATERIAL MOVEMENT

8

MOBILE CONCRETE PUMP TRUCK AND/OR CRANE

NOTE: DEBRIS NETTING TO BE INCLUDED ON ALL FENCING.

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 - JANUARY 2025 THRU FEBRUARY 2026

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 - JANUARY 2025 THRU FEBRUARY 2026

3

ALLEY CLOSURES DURING THIS PHASE OF CONSTRUCTION ONLY REQUIRED FOR SITE UTILITIES INSTALLATION & FINAL RESTORATION OF ALLEYWAY CONCRETE.
CLOSURE DATES - PARTIAL IN JULY/AUGUST 2025 DURING ALLEY MASONRY & GLAZING (4 wks)

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

TEMP POWER LOCATION

RELOCATED PACE BUS STOP

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

NOTE:
During approximate 4-week period alley to be closed during Phase 2 (approximately end of July thru mid-August), all operational aspects of the alley closure during Phase 1 will be followed regarding:
1. Business deliveries (hand-carted from North end of alley)
2. Refuse & recycling pick-up
3. Parking for employees that use alley.
4. Parking for residents that use alley.

Skender

791 ELM STREET - PRELIMINARY CONSTRUCTION LOGISTICS AND REDEVELOPMENT PLAN - CONSTRUCTION
APRIL 2025 THRU FEBRUARY 2026

DATE
ISSUED
6/25/2024

Page 121 of 261

791 ELM - JPMC AERIAL PLAN PHASE 2 - VERTICAL CONSTRUCTION

APRIL '25 TO FEBRUARY '26



During approximate 4-week period alley to be closed during Phase 2 (approximately end of July thru mid-August), all operational aspects of the alley closure during Phase 1 will be followed regarding:

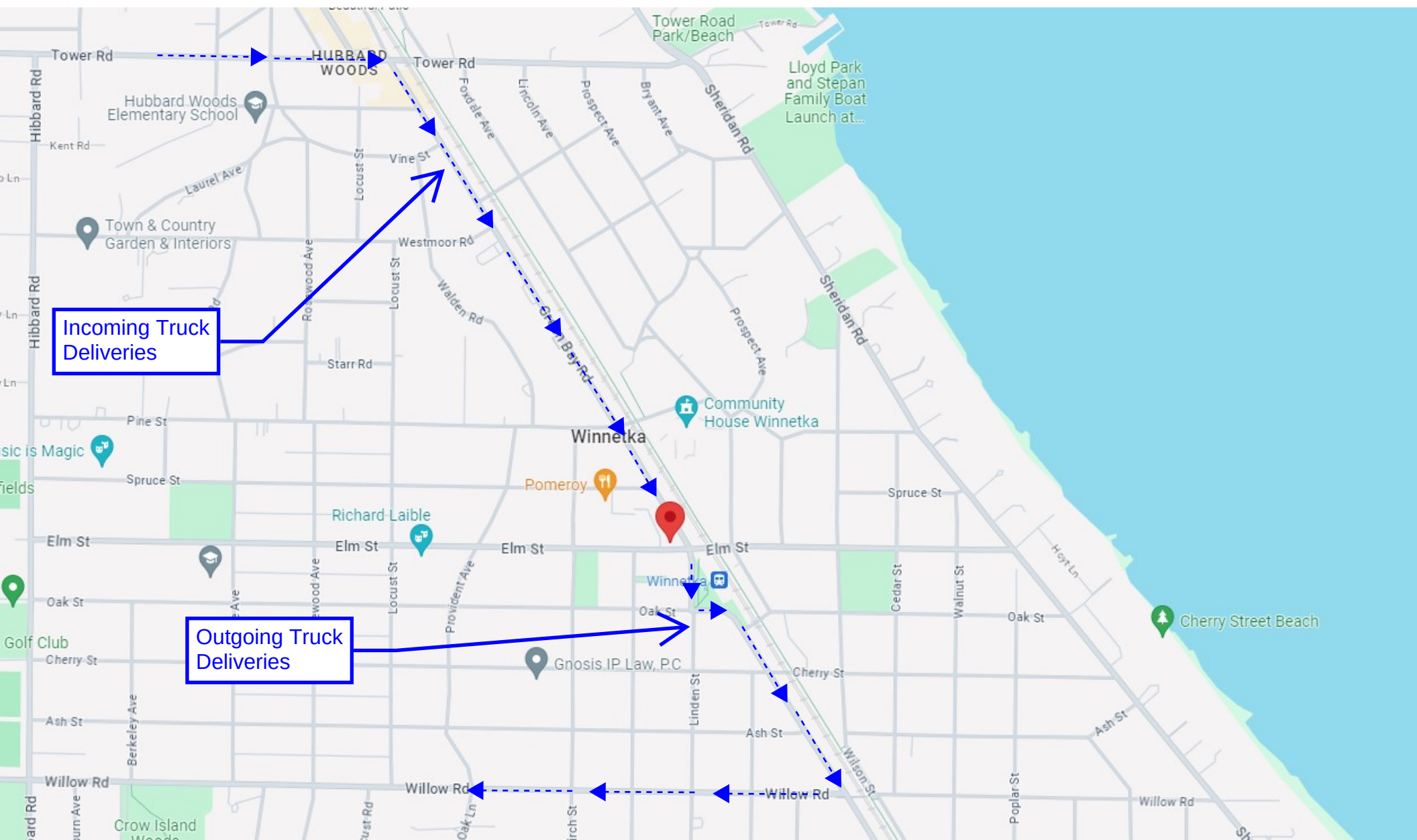
1. Business deliveries (hand-carted from North end of alley)
2. Refuse & recycling pick-up
3. Parking for employees that use alley.
4. Parking for residents that use alley.

ALLEY TO BE OPEN FOR DELIVERIES AND GARBAGE/RECYCLING PICK-UP FOR BUSINESSES AND RESTAURANTS, EXCEPT FOR A LIMITED PERIOD, SEE NOTE ON RIGHT.

ENGEL & VOLGER
CONSTRUCTION
PROJECT

791 ELM ST -
JPMC
CONSTRUCTION

Pace bus stop to be relocated
to Southwest corner of Green
Bay Road and Elm



791 Elm Street – Development Timeline

October 17, 2024

ENTITLEMENT TIMELINE

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

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

Winter 2024 - Village Council Final PD Approval.

Winter 2024 – Receive Demolition & Construction Permit

CONSTRUCTION TIMELINE

July 26th 2024

Construction permit submitted to staff

January 2025

Mobilize/ Start Demolition process

February 2025

Demolition completes and mass excavation/earth retainage system begins

June 2025

Superstructure complete; temporary roof installed

Commence interior MEPFP rough installation

July 2025

Start façade work

August 2025

Interior build out commences

October 2025

Public improvements start

February 2026

Substantial completion

EXHIBIT K

Vibration and Movement Construction Monitoring Plan

791 Elm Street Chase Redevelopment

Vibration & Movement Construction Monitoring Plan

October 21, 2024

The following represents a proposed plan to measure the construction work vibration and potential movement at adjacent structures near the Chase Redevelopment project:

Prior to the start of demolition

1. A pre-construction visual survey including photographs will be conducted by a third party consultant to document the existing conditions of the adjacent property's. Including but not limited to:
 - a. 805 Elm Street (Michelle's Cleaners/Travel Store)
 - b. 556 Green Bay Road
 - c. 813 Elm Street (Book Stall)
 - d. 553 Chestnut
2. Adjacent property owners will be notified when the survey will be conducted
3. A copy of the survey will be kept onsite and forward to the Village for record
4. Contractor will establish a settlement survey to monitor adjacent structures
5. A third-party seismic consultant will develop a Vibration Monitoring & Control Plan (VMCP), which will recommend vibration monitoring locations and site-specific vibration limits for the project. A copy of the VMCP will be provided to the Village.

During demolition activities

1. Seismic monitor devices will be installed within the properties immediately adjacent to Chase's property on the North property line (556 Green Bay Rd.), West property line (805 W. Elm St.)
2. If at any point vibration levels exceed the predetermined warning levels (75% of the limits developed in the VMCP) then an automated email alert will be sent to key project personnel at which time the construction activity causing such vibration levels will immediately stop so that appropriate actions may be taken to stay below the limit.
3. A weekly review by the developer or third party will be performed on the adjacent structures for any damage, changes in existing conditions and will be reported to the building ownership and Village.
4. If damages occur, developer will engage a structural engineer to evaluate if there is structural damage
5. A weekly report will be provided to the Village

During Earth Retainage Activities

1. Seismic monitor devices will be installed within the properties immediately adjacent to Chase's property on the North property line (556 Green Bay Rd.), West property line (805 W. Elm St.)
2. If at any point vibration levels exceed the predetermined warning levels (75% of the limits developed in the VMCP) then an automated email alert will be sent to key project personnel at which time the construction activity causing such vibration levels will immediately stop so that appropriate actions may be taken to stay below the limit.
3. Continuous monitoring of the devices will occur including but not limited to days where construction or demolition activities will be occurring immediately adjacent to the structures
4. Inclometers shall be installed on the ERS at various areas and checked weekly
5. Observations shall be documented and included in the final report
6. The ERS engineer shall develop such parameter of deviation for the shoring
7. A weekly report will be provided to the Village

Completion of the Development

1. The developer will engage with third party consultant to perform a post construction survey of each of the previously surveyed building to confirm no additional damaged was caused by the construction of the new Chase redevelopment on the adjacent buildings.
2. A copy of the post construction survey will be provided to the Village for their records

EXHIBIT L

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*”) and a perpetual license to access a reasonable portion of the Property for ingress and egress to the Permanent Easement and to engage in the construction, operation, maintenance, repair, and replacement of the Facilities from time to time, subject to the terms and conditions of this Agreement, together with all reasonable rights of ingress and egress over, along, upon, and across the Permanent Easement Premises and the immediately abutting areas of the Property, if necessary, for the exercise of 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 such electrical service to other properties is at no cost or expense to Owner and the Village makes 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 and/or replacement of the Facilities by the Village, or any licensee, contractor, agent, or invitee of the Village in connection with 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 and/or replacement and shall be responsible, at its sole cost, for any surface restoration necessary after the performance of any maintenance, repair and/or replacement of the Facilities, including restoration of paved and unpaved portions of the Permanent Easement Premises and any 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

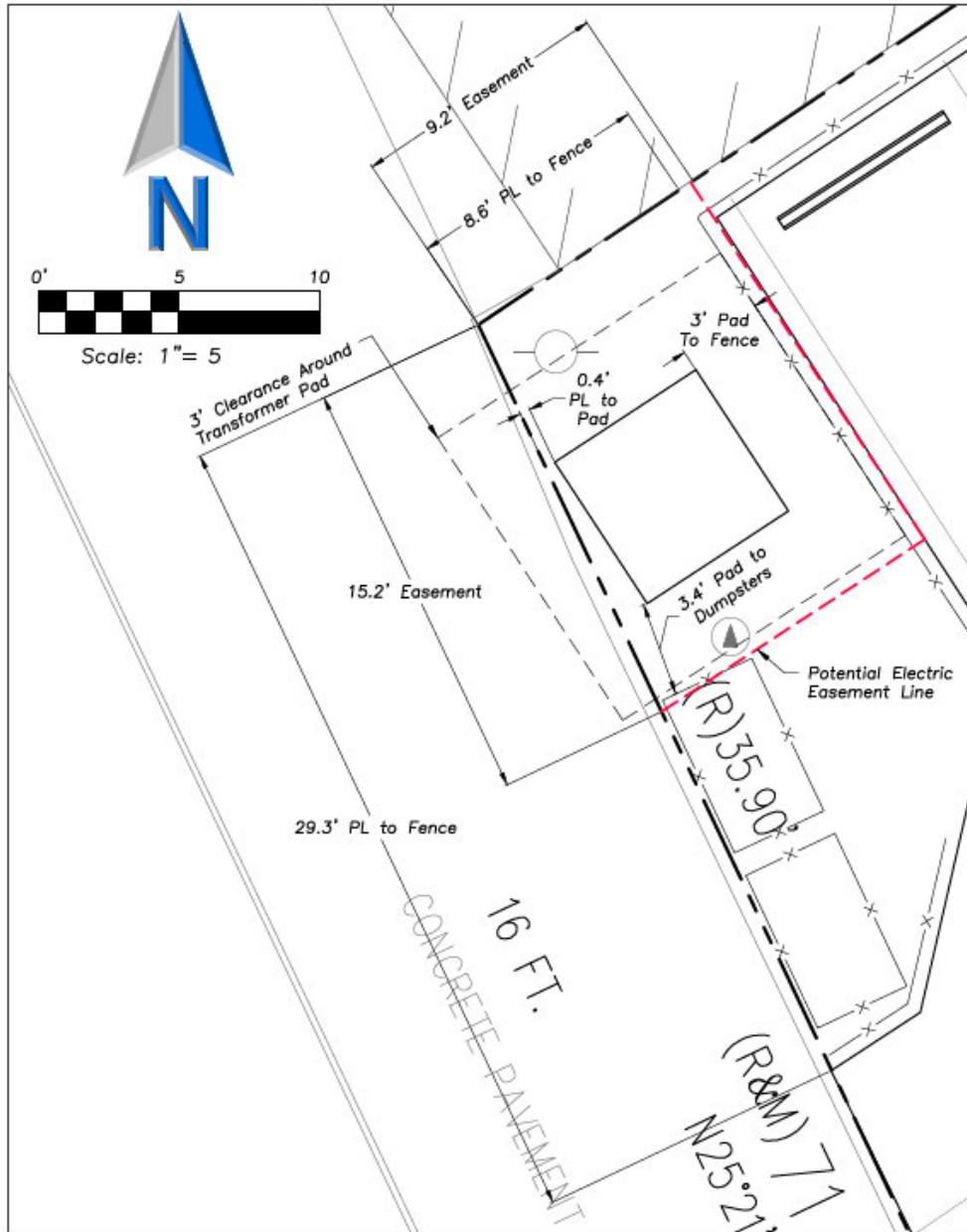


EXHIBIT M

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-13-2024, adopted by the Village Council on _____, 2024 (“*Ordinance*”), grants the Owner approval of a final 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 14 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.

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 FINAL PLAT OF CONSOLIDATION
(791 Elm Street)

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, 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, and by this reference, made a part of this Resolution; and

WHEREAS, 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 and employees ("**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) a 8,500 square-foot 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 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 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 as set forth in the "Winnetka Zoning Ordinance", as amended; and

WHEREAS, the Owner desires to consolidate the Subject Property into one lot of record ("**Proposed Consolidation**") to construct the Proposed Development; and

WHEREAS, the Owner submitted an application to the Village for approval of a proposed final plat of consolidation ("**Final Plat**") for the Proposed Consolidation, which is attached to and, by this reference, made a part of this Resolution as **Exhibit B**; and

WHEREAS, the Village Council has determined that it is in the best interest of the Village to approve the Final Plat, subject to and in strict accordance with the terms and conditions of this Resolution;

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

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

SECTION 2: APPROVAL OF FINAL PLAT. Pursuant to Chapter 16.04 of the “Winnetka Village Code,” as amended, and the Village’s home rule authority, the Village Council hereby approves the Final Plat, prepared by Robert G. Biedermann, consisting of one sheet, with a latest revision date of February 26, 2024, in substantially the same form attached to and, by this reference, made a part of this Resolution as Exhibit B.

SECTION 3: EXECUTION OF FINAL PLAT. The Village Council hereby authorizes and directs the Village President and the Village Clerk, to execute and attest, on behalf of the Village, the Final Plat.

SECTION 4: RECORDATION OF FINAL PLAT. Upon execution of the Final Plat by the Village President and the Village Clerk, as provided in Section 3 of this Resolution, the Village Clerk is hereby directed to cause the Final Plat to be recorded in the office of the Cook County Recorder of Deeds.

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

ADOPTED this 12 day of November, 2024, pursuant to the following roll call vote:

AYES: _____
NAYS: _____
ABSENT: _____

Signed:

Village President

Countersigned:

Village Clerk

EXHIBIT A

LEGAL DESCRIPTION

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
FINAL PLAT

November 12, 2024

4

R-81-2024

JPMorgan Chase Plat of Consolidation

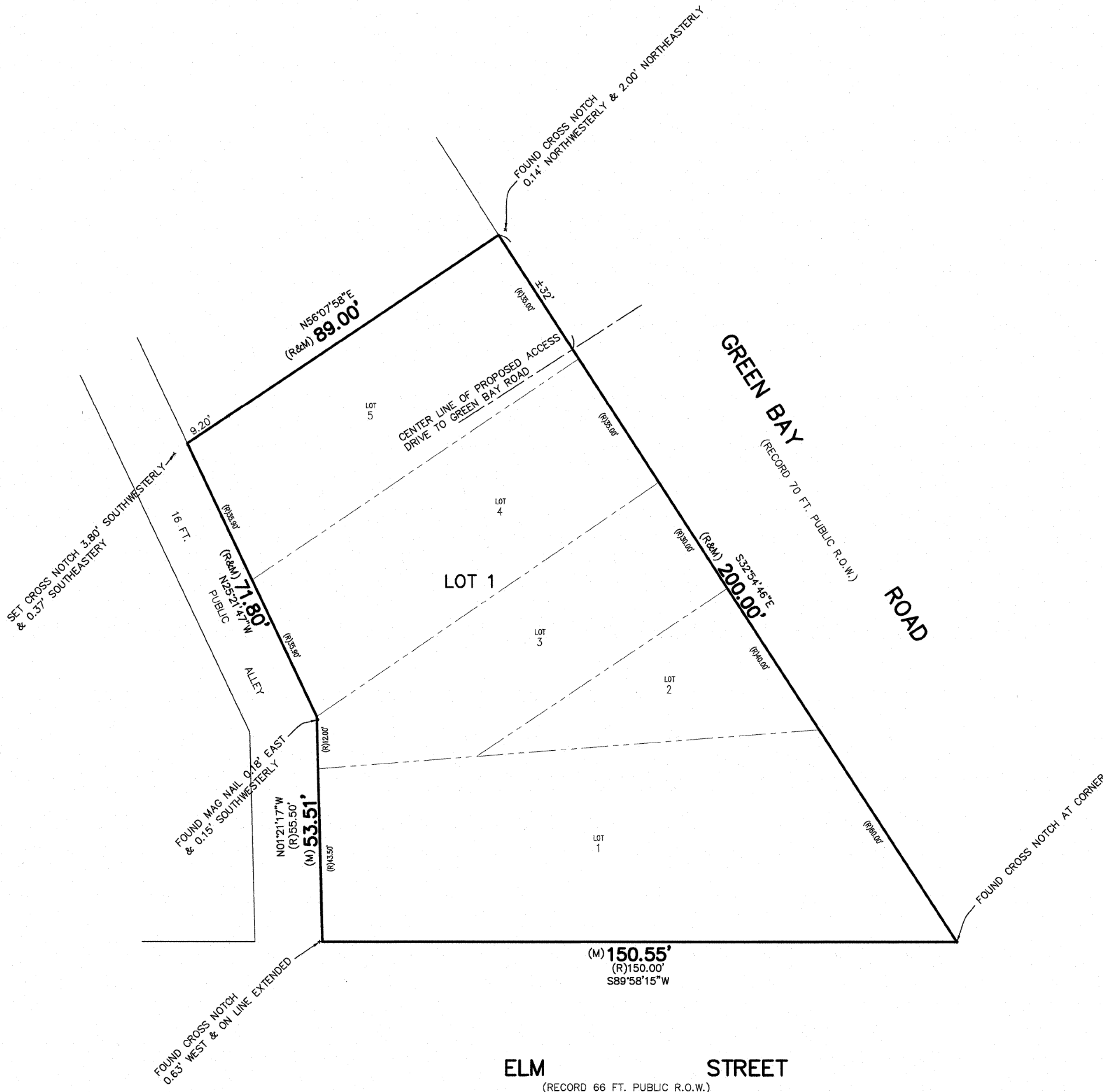
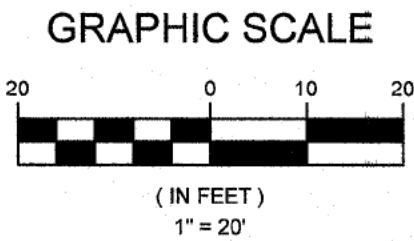
PINS:
05-20-208-018-0000

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)
) SS
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)
) SS
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)
) SS
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)
) SS
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)
) SS
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)
) SS
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)SS

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

BY: _____
NAME: _____
ITS: _____

STATE OF ILLINOIS)
COUNTY OF COOK)SS

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

NOTARY PUBLIC

ILLINOIS DEPARTMENT OF TRANSPORTATION CERTIFICATE

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

JOSE RIOS, P.E.
REGION ONE ENGINEER

DATE

SURVEYORS CERTIFICATE
STATE OF ILLINOIS)
COUNTY OF COOK)SS

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

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

IN THE MANNER REPRESENTED ON THE PLAT HEREON DRAWN.

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

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

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

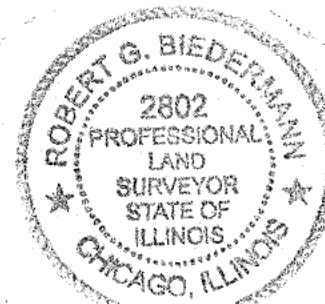
DIMENSIONS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF AND ARE
CORRECTED TO A TEMPERATURE OF 62° FAHRENHEIT.

FIELD MEASUREMENTS COMPLETED ON JULY 27, 2023.

SIGNED ON JUNE 4, 2024.

BY: _____

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



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

ORDERED BY: RIVERSIDE INVESTMENT & DEVELOPMENT	CHECKED: BB	DRAWN: BB
ADDRESS: 791 ELM STREET		
CHICAGO GUARANTEE SURVEY COMPANY		
A Division of PLCS, CORPORATION LICENSE NO. IL-055332 PROFESSIONAL LAND SURVEYORS 4505 NORTH ELSTON AVENUE, CHICAGO, IL 60630 TELEPHONE: (312) 966-9445 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"



791 Elm Street
Final Plan Submission
Statement of Conformance + Quantitative Summary
September 26, 2024

Owner: JPMorgan Chase & Co
Developer: Riverside
Architect: Gensler

Statement of Conformance

The drawings included in the Final Plan Submission are in substantial conformance with the approved Preliminary Plans. The modifications that have been made reflect the design modifications discussed with the Village Council at meetings on June 4 and June 18 and are as summarized below. The building elevations included in the Final Plan Submission have been modified from the 10/27/2023 Preliminary Plan Submission Building Elevations and include these items:

- Modified the proportions of glass curtainwall at the corner.
- Modified the proportions of the masonry cornices at corner and pop-ups and changed from soldier brick coursing to decorative frieze.
- Reduced height of limestone.
- Modified the typical window horizontal mullion.
- Parapet height modifications:
 - o Corner Parapet – no change
 - o Entrance Parapet – Lowered from 50'-3" to 48'-10"
 - o Parapet between Corner and Entrance – Lowered from 46'-0" to 45'-6"
 - o End Parapets – Raised from 44'-6" to 45'-6"
 - Originally this portion of the building was intended to have no parapet and only a gravel stop edge. In order to screen the visibility of the mechanical units and solar panels from street level, a minimal parapet was added.

These modifications remain within the substantial conformance of the approved Preliminary Plan and were in general agreement with the Village Council.

Quantitative Summary

Site Area: 17,002SF = 0.39Acre
Total Building Area: 34,800GSF
Level 01 = 10,400SF
Level 02 = 12,200SF
Level 03 = 12,200SF
Basement = 16,600SF

Total Parking = 31 spaces including 7 surface parking and 24 below grade

791 Elm Street – Development Timeline

October 17, 2024

ENTITLEMENT TIMELINE

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

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

Winter 2024 - Village Council Final PD Approval.

Winter 2024 – Receive Demolition & Construction Permit

CONSTRUCTION TIMELINE

July 26th 2024

Construction permit submitted to staff

January 2025

Mobilize/ Start Demolition process

February 2025

Demolition completes and mass excavation/earth retainage system begins

June 2025

Superstructure complete; temporary roof installed

Commence interior MEPFP rough installation

July 2025

Start façade work

August 2025

Interior build out commences

October 2025

Public improvements start

February 2026

Substantial completion

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

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



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CEDRIC GILES

COOK COUNTY CLERK'S OFFICE

DATE: 10/2/2024 2:05 PM

PAGE: 1 OF 97

ORDINANCE NO. M-8-2024

**AN ORDINANCE GRANTING PRELIMINARY APPROVAL OF A PLANNED
DEVELOPMENT, ZONING EXCEPTIONS, A SPECIAL USE FOR GROUND FLOOR
PARKING, SPECIAL USE FINDINGS FOR FINANCIAL SERVICE USES, AND A
PRELIMINARY PLAT OF CONSOLIDATION**

**(791 Elm Street)
(Chase Bank)**

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

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

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

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

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

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

WHEREAS, on September 18, 2023, the Owner, with the assistance of Riverside Investment and Development Company, filed an application ("**Application**") with the Village for: (i) approval of a preliminary plat of consolidation to create one lot of record in accordance with Section 16.12.010 of the "Winnetka Village Code," as amended ("**Village Code**"); (ii) preliminary approval of a planned development and preliminary development plan ("**Preliminary Development Plan**"); (iii) approval of an exception to Section 17.46.020.B of the Zoning Code to allow for a building height of 51.5 feet, 5 inches and three stories; (iv) approval of an exception to Section 17.46.030 of the Zoning Code to allow for an 11 foot, one $\frac{3}{4}$ 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 $\frac{3}{4}$ 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; (vii) 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 two 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 ³/₄ 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 Building shall be further studied and revised to reduce the mass and bulk of the Building for consideration by the Village Council as part of the Final PD Ordinance to reflect the comments made by the Council at the June 18, 2024 meeting.

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:

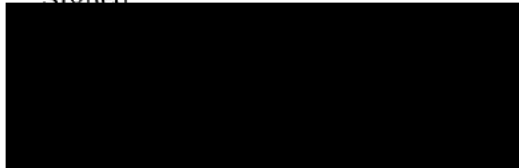
AYES: Trustees Albinson, Dalman, Dearborn, Handler, and Orsic

NAYS: _____

ABSENT: Trustee Apatoff

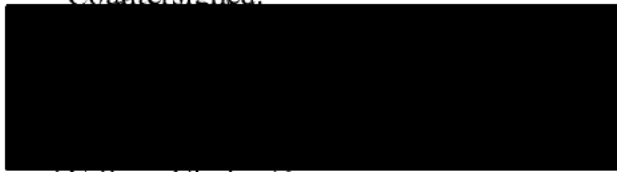
APPROVED this 18 day of June, 2024.

Signed:



Village President

Countersigned:



Village Clerk

Published by authority of the
President and Village Council of
the Village of Winnetka, Illinois,
this 19 day of June, 2024.

Introduced: June 4, 2024

Passed and Approved: June 18, 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)

**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 18, 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 two sheets dated March 8, 2024, a copy of which is attached to this Agreement as ***Exhibit C,*** 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 18, 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. **Interference Mitigation for Businesses.** Owner's construction activities for the Development will be performed pursuant to a plan that demonstrates how the Owner will minimize, to the extent reasonably possible, interference with the businesses and pedestrian and vehicular traffic, including parking, in the vicinity of the Property ("***Interference Mitigation Plan***"). The Interference Mitigation Plan will be subject to approval by the Directors and upon that approval will be incorporated into the CTM Plan approved pursuant to Section 5E of this Agreement. As part of the creation of the Interference Mitigation Plan, the Owner will meet with surrounding businesses in the vicinity of the Property, including those that share the alley adjacent to the Property, to understand their respective operations in order to tailor the Plan to most effectively minimize business interference and disruption.

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 Perdzock, Vice President
E-mail: christopher.d.perdzock@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, Purtill & 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

EXHIBIT C

Floor and Site Plan

(See Attached Exhibit C)

JPMORGAN CHASE & CO.
761 Elm St. Waukegan, IL 60093

Gensler

11 East Madison Street
Lynn 303
Circle 3 on Reader Service Card

Date	Description
08/18/2022	Issued For Village PO
12/22/2022	2nd Revision For Village PO
01/12/2024	2nd Revision For Village PO

2. **Best Signature**

NOT FOR
CONSTRUCTION

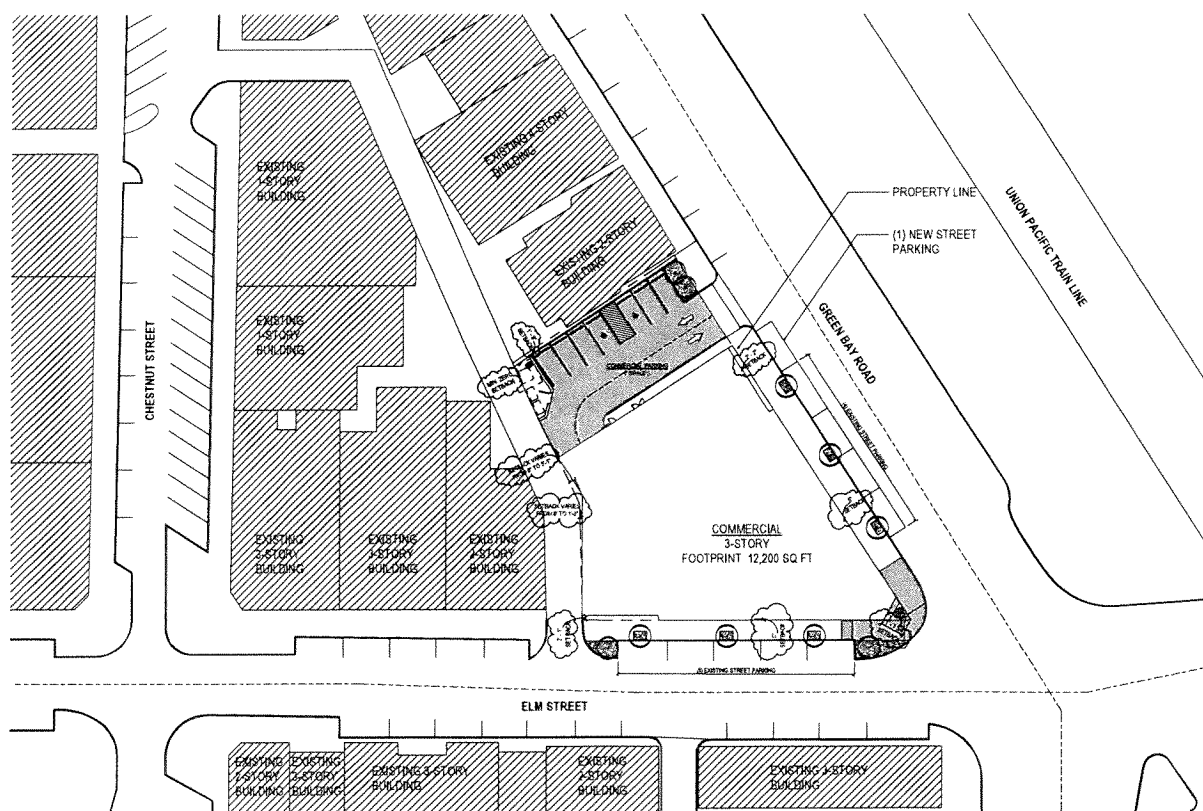
Project Name	JPMorgan Chase Private Bank, Winnetka
Project Manager	21,1062,000

Description	SITE PLAN
-------------	-----------

As indicated

PPR1.100

1. **Introduction**



ZONING CODE	
Event	Location
PROJ 1.1.1	OTTE PLAZA
PROJ 1.1.2	FLOPPY PLAZA
PROJ 1.1.3	FLOPPY PLAZA
PROJ 1.1.4	OTTE PLAZA
PROJ 1.1.5	ST. TERESA LAMBERT PLAZA
PROJ 1.1.6	MIDWEST STRATFORD
PROJ 1.1.7	PLUMBING ELEVATION
PROJ 1.1.8	PLUMBING ELEVATION AND SIGN ELEVATION
PROJ 1.1.9	PLUMBING STRATFORD
PROJ 1.1.10	OTTE PLAZA
PROJ 1.1.11	ST. TERESA LAMBERT PLAZA
PROJ 1.1.12	PLUMBING ELEVATION

DEVELOPMENT SUMMARY	
SITE AREA 17.5 AC = 1,200,000 SF	
TOTAL SF	56,800 SF
LEVEL 1	10,400 SF
LEVEL 2	12,400 SF
LEVEL 3	12,200 SF
BASEMENT	11,800 SF
TOTAL PARKING	21
SURFACE PARKING	3
DECK/GRADE PARKING	18

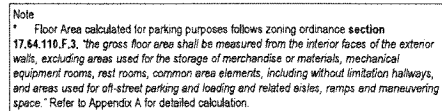
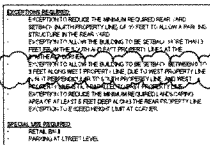
EXCEPT: FROM SURVEY:

- EXCEPTION #1 TO REDUCE THE MINIMUM DISTANCE FROM THE SETBACK TO EXISTING PROPERTY LINE, IF EXCEPT TO ALLOW A PARK AND STRUCTURE IN THE REAR AND
- EXCEPTION #2 ALLOW THE BUILDING TO BE SETBACK MORE THAN 15 FEET FROM THE 15-FOOT-OR-LESSER SETBACK AT THE EXISTING PROPERTY LINE.
- EXCEPTION 3 TO ALLOW THE BUILDING TO BE SETBACK BETWEEN 15 FEET TO 20 FEET FROM EXISTING PROPERTY LINE, DUE TO EXISTING PROPERTY LINE BEING UNDEVELOPED OR TO "ADJACENT PROPERTY LINE AND EXISTING PROPERTY LINE IS A BARRIER TO THE EXISTING PROPERTY LINE."
- EXCEPTION 4 TO INCREASE THE MINIMUM DISTANCE FROM THE EXISTING PROPERTY LINE TO 20 FEET FROM THE EXISTING PROPERTY LINE, IF THE EXISTING PROPERTY LINE IS A BARRIER TO THE EXISTING PROPERTY LINE.
- EXCEPTION 5 TO INCREASE THE MINIMUM DISTANCE FROM THE EXISTING PROPERTY LINE TO 20 FEET FROM THE EXISTING PROPERTY LINE, IF THE EXISTING PROPERTY LINE IS A BARRIER TO THE EXISTING PROPERTY LINE.

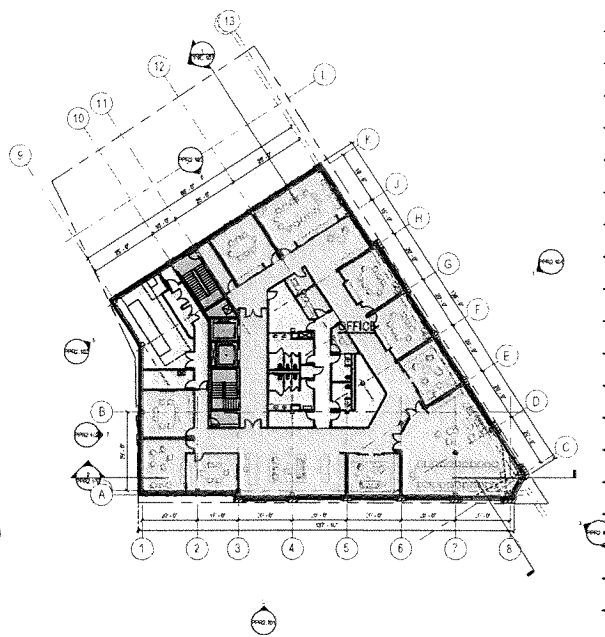
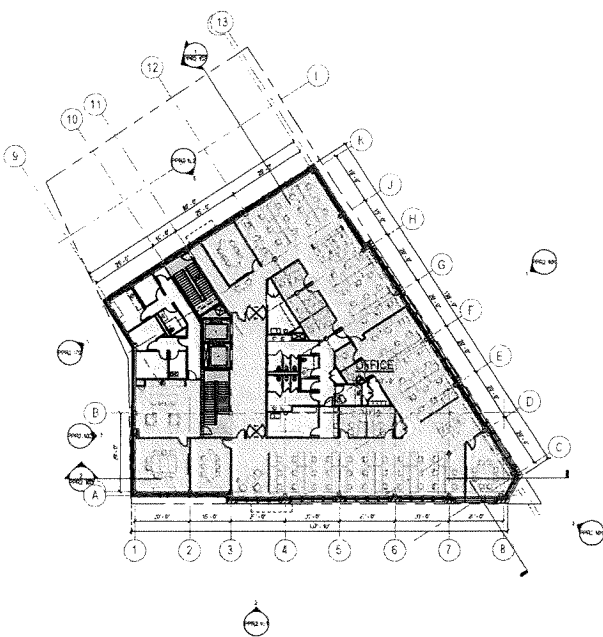
SPECIAL CASES REQUIRED:

- REAR YARD
- PARKING AT STREET LEVEL

1 SITE PLAN
LINE 5:300'SITE PLAN
LINE SIZE



PPR1.101



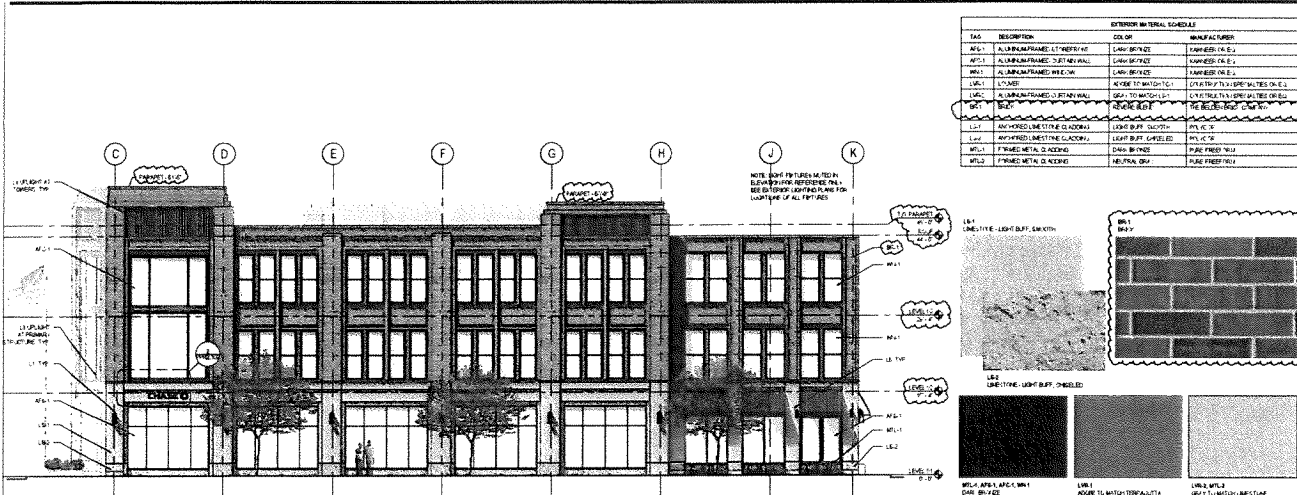
JPMORGAN CHASE & CO.
791 Elm St. Winnetka, IL 60093

EXHIBIT D

Building and Sign Elevations Plan

(See Attached Exhibit D)

EXHIBIT D



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



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

TAG	DESCRIPTION	COLOR	MANUFACTURER
MT-1	ALUMINUM FRAMED LIT WINDOW	CLASH BRONZE	AMERICAN MADE
MT-2	ALUMINUM FRAMED LIT WINDOW	CLASH BRONZE	AMERICAN MADE
MT-3	ALUMINUM FRAMED LIT WINDOW	CLASH BRONZE	AMERICAN MADE
MT-4	ALUMINUM FRAMED LIT WINDOW	CLASH BRONZE	AMERICAN MADE
MT-5	ALUMINUM FRAMED LIT WINDOW	CLASH BRONZE	AMERICAN MADE
MT-6	ALUMINUM FRAMED LIT WINDOW	CLASH BRONZE	AMERICAN MADE
MT-7	ALUMINUM FRAMED LIT WINDOW	CLASH BRONZE	AMERICAN MADE
MT-8	ALUMINUM FRAMED LIT WINDOW	CLASH BRONZE	AMERICAN MADE
MT-9	ALUMINUM FRAMED LIT WINDOW	CLASH BRONZE	AMERICAN MADE
MT-10	ALUMINUM FRAMED LIT WINDOW	CLASH BRONZE	AMERICAN MADE
MT-11	ALUMINUM FRAMED LIT WINDOW	CLASH BRONZE	AMERICAN MADE
MT-12	ALUMINUM FRAMED LIT WINDOW	CLASH BRONZE	AMERICAN MADE

EXTERIOR MATERIALS

SCALE: 1/8" = 1'-0"

NOTE: LIGHT FIXTURES NOTED IN ELEVATION FOR REFERENCE ONLY. SEE EXTERIOR LIGHTING PLAN FOR LOCATION OF ALL FIXTURES.

1. L1 PLANT AT TOWER TOP

2. L2 PLANT AT TOWER TOP

3. L3 PLANT AT TOWER TOP

4. L4 PLANT AT TOWER TOP

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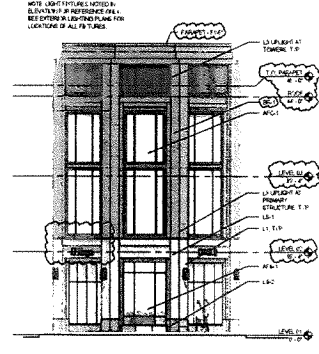
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99. L99 PLANT AT TOWER TOP

100. L100 PLANT AT TOWER TOP

EXTERIOR MATERIALS
SCALE: 1/8" = 1'-0"



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

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Gensler
11 East Madison Street
Chicago, IL 60601
Tel: 312.467.1000
Fax: 312.467.1001

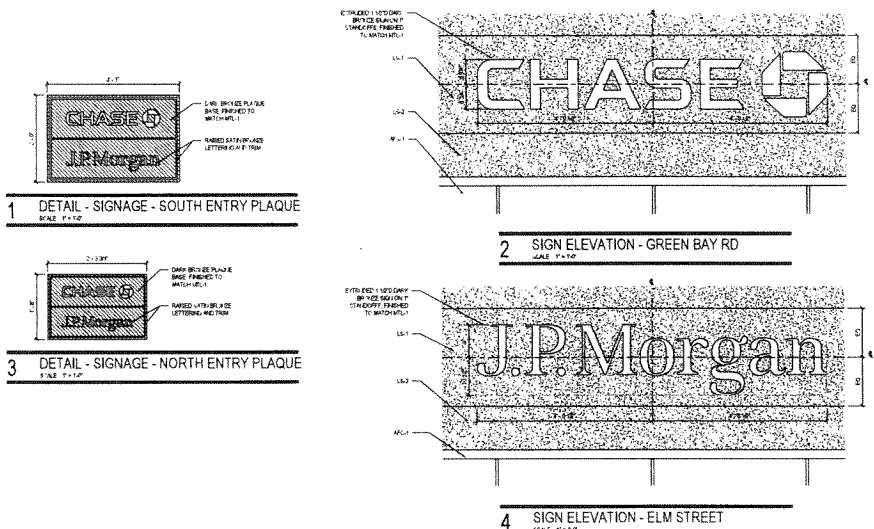
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2. 100000000 Revision For Design PC

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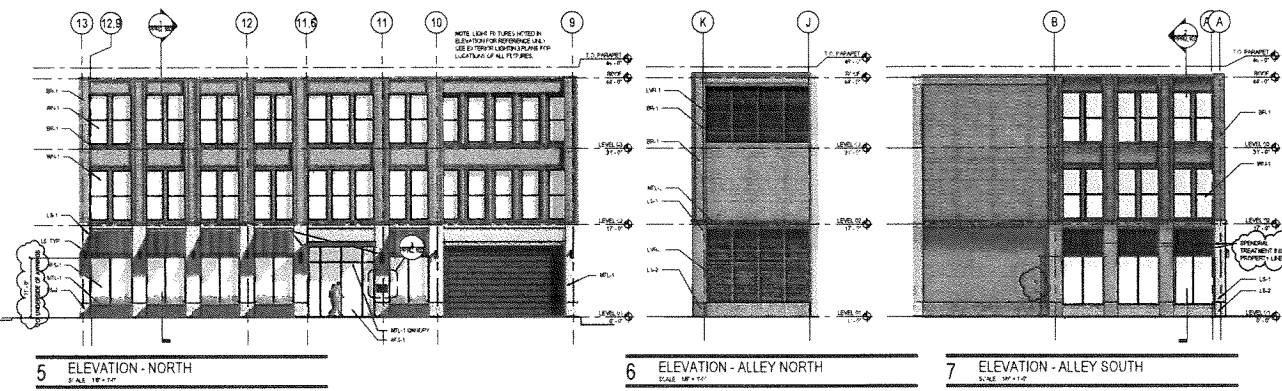
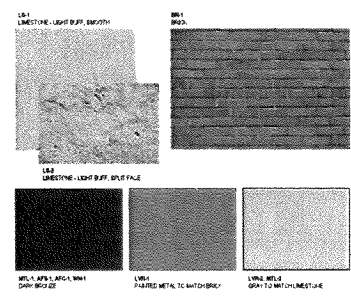
Project Name:
JPMorgan Chase Private Bank
Winnetka
Project Number:
21.1082.000
Description:
BUILDING ELEVATIONS

Scale:
As indicated

PPR2.101



TAG	DESCRIPTION	COLOR	MANUFACTURER
APL-1	ALUMINUM FRAMED 3-D SIGN WALL	CHARL. BRONZE	KAMBER OF IL.
APL-2	ALUMINUM FRAMED 3-D SIGN WALL	CHARL. BRONZE	KAMBER OF IL.
APL-3	ALUMINUM FRAMED 3-D SIGN WALL	CHARL. BRONZE	KAMBER OF IL.
APL-4	ALUMINUM FRAMED 3-D SIGN WALL	CHARL. BRONZE	KAMBER OF IL.
APL-5	ALUMINUM FRAMED 3-D SIGN WALL	CHARL. BRONZE	KAMBER OF IL.
APL-6	ALUMINUM FRAMED 3-D SIGN WALL	CHARL. BRONZE	KAMBER OF IL.
APL-7	ALUMINUM FRAMED 3-D SIGN WALL	CHARL. BRONZE	KAMBER OF IL.
APL-8	ALUMINUM FRAMED 3-D SIGN WALL	CHARL. BRONZE	KAMBER OF IL.
APL-9	ALUMINUM FRAMED 3-D SIGN WALL	CHARL. BRONZE	KAMBER OF IL.
APL-10	ALUMINUM FRAMED 3-D SIGN WALL	CHARL. BRONZE	KAMBER OF IL.
APL-11	ALUMINUM FRAMED 3-D SIGN WALL	CHARL. BRONZE	KAMBER OF IL.
APL-12	ALUMINUM FRAMED 3-D SIGN WALL	CHARL. BRONZE	KAMBER OF IL.
APL-13	ALUMINUM FRAMED 3-D SIGN WALL	CHARL. BRONZE	KAMBER OF IL.
APL-14	ALUMINUM FRAMED 3-D SIGN WALL	CHARL. BRONZE	KAMBER OF IL.
APL-15	ALUMINUM FRAMED 3-D SIGN WALL	CHARL. BRONZE	KAMBER OF IL.
APL-16	ALUMINUM FRAMED 3-D SIGN WALL	CHARL. BRONZE	KAMBER OF IL.
APL-17	ALUMINUM FRAMED 3-D SIGN WALL	CHARL. BRONZE	KAMBER OF IL.
APL-18	ALUMINUM FRAMED 3-D SIGN WALL	CHARL. BRONZE	KAMBER OF IL.
APL-19	ALUMINUM FRAMED 3-D SIGN WALL	CHARL. BRONZE	KAMBER OF IL.
APL-20	ALUMINUM FRAMED 3-D SIGN WALL	CHARL. BRONZE	KAMBER OF IL.



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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)

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1. 08/2002 Issued For Village PD

BUILDING MASS

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

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 VIIa

- **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 VIIa

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

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.

Not / Register

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CONSTRUCTION**

Project Name
JPMorgan Chase Private Bank,
Winnetka

Project Number
21.1062.000

Location
MASSING STRATEGIES

Scale

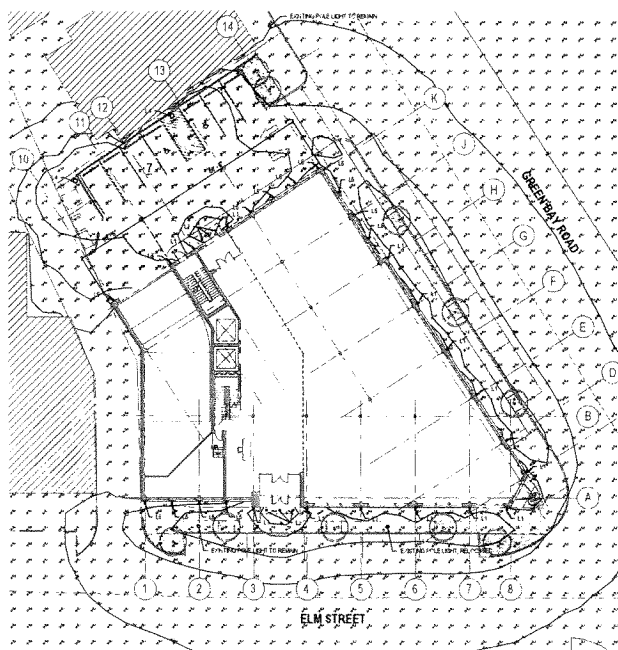
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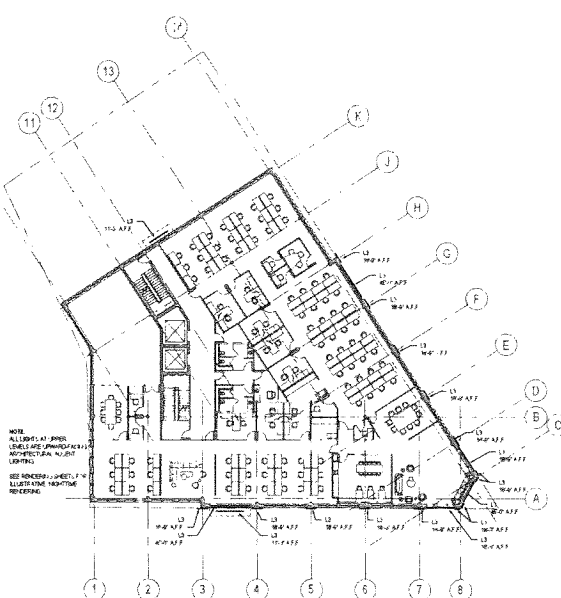
EXHIBIT F

Exterior Lighting Plan

(See Attached Exhibit F)

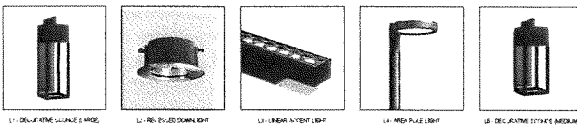


1 EXTERIOR LIGHTING PLAN - LEVEL 01
SCALE: 1/8" = 1'-0"



2 EXTERIOR LIGHTING PLAN - UPPER LEVELS
SCALE: 1/8" = 1'-0"

TYPE	DESCRIPTION	QTY	VOLTS	WATTAGE	MANUFACTURER	CATALOG NUMBER	LOCATION
L1	RECREATIVE LED EXTERIOR SOURCE	57W LED	5-10V	10W	UNIV	VISUAL COMFORT & CO	1ST LEVEL
L2	7' RECESSED LED POPUP LIGHT TO EXTERIOR	12.7W LED / 3000K	5-10V	10W	UNIV	BEGA	CANOPY
L3	LINEAR LED FACADE ACCENT LIGHT	49W LED / 3000K	5-10V	10W	UNIV	LUMENPULSE	FACADE
L4	LED AREA LIGHT ON 10' POLE	26.8W LED / 3000K	5-10V	10W	UNIV	BEGA	PARKING LOT
L5	RECREATIVE LED EXTERIOR SOURCE	12W LED	5-10V	10W	UNIV	VISUAL COMFORT & CO	1ST LEVEL



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Suite 200
Chicago, IL 60601
(312) 487-1000

KSA | DESIGN & CONSTRUCTION

1. 08/2020 - Revised to Stage 10

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

Scale
As Indicated

PPR1.201

6/1/2020

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"

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1 09/10/2011 Revised For Stage 1/2

1 09/10/2011 Revised For Stage 1/2

**NOT FOR
CONSTRUCTION**

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

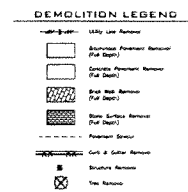
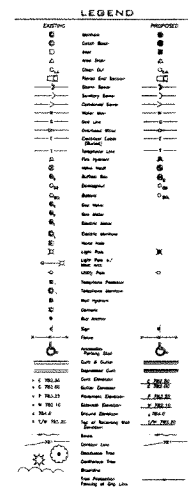
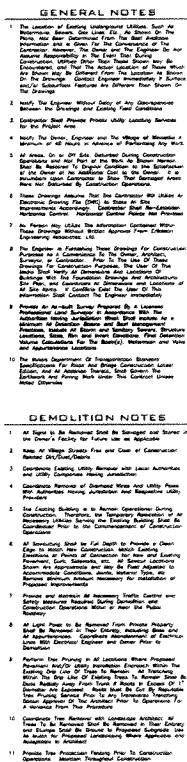
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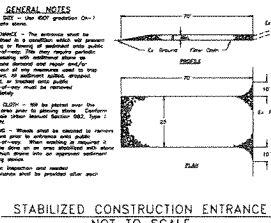
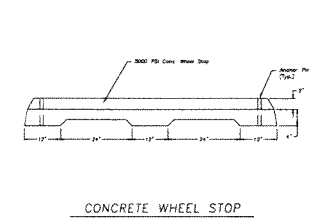
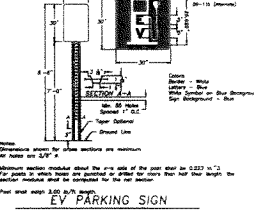
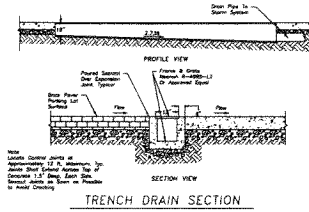
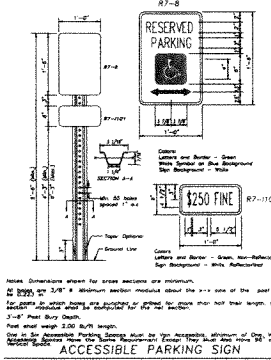
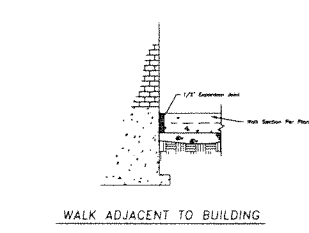
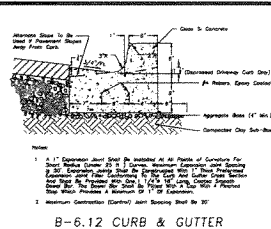
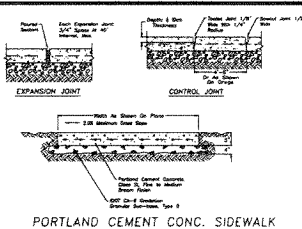
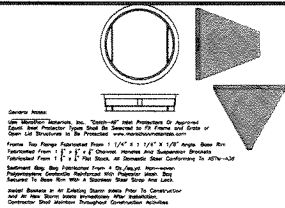
EXHIBIT H

Civil Engineering Plans

(See Attached Exhibit H)



C1.00



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 7000 ERMINGHAM, MINNEAPOLIS, MN 55425

Gensler
 1100 BROADWAY, 21ST FLOOR
 NEW YORK, NY 10004
 TEL: 212 602 7000
 FAX: 212 602 7001

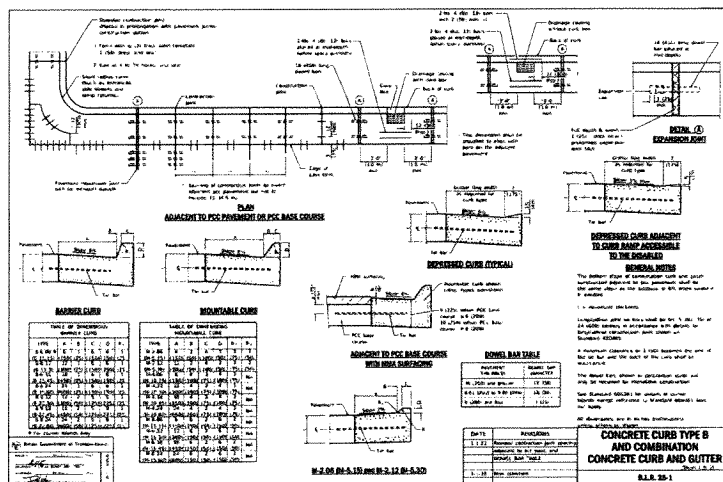
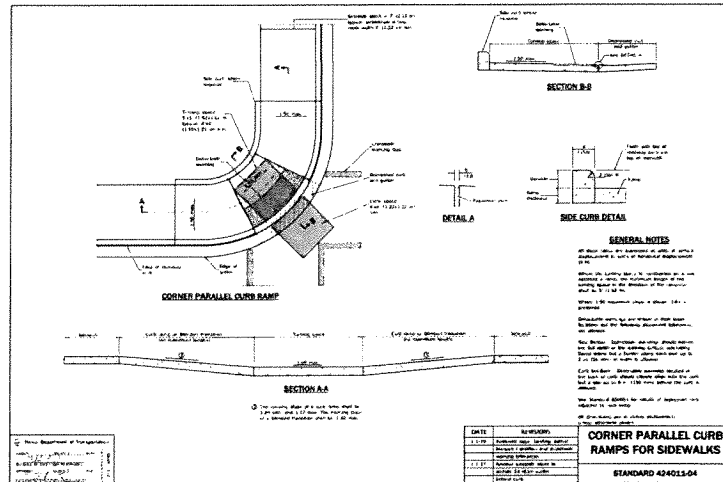


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 Date: 11/10/02

NOT FOR CONSTRUCTION

Project Name: JPMorgan Chase Private Bank, Minneapolis
 Project Number: 211062.000
 Location: SITE WORK DETAILS

Scale: 1" = 20'
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Date: 08/16/2007
Project: JPMorgan Chase Private Bank, Winnetka
Sheet: 21.1062.000

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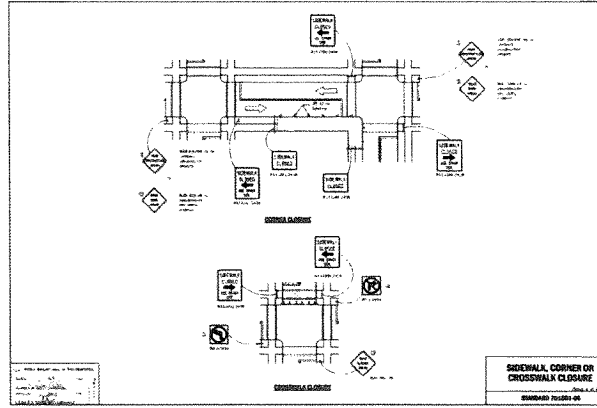
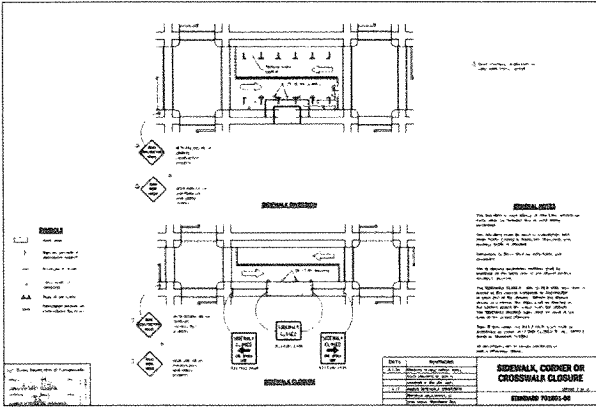
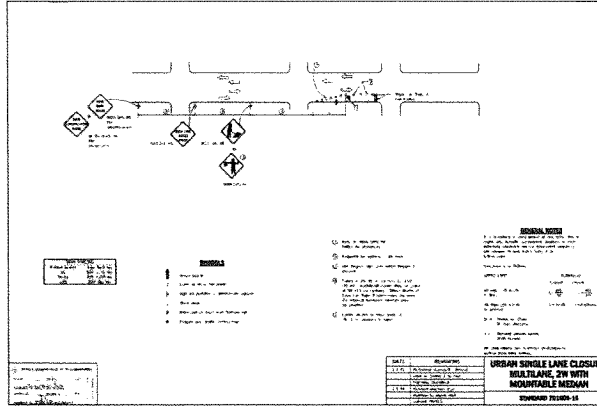
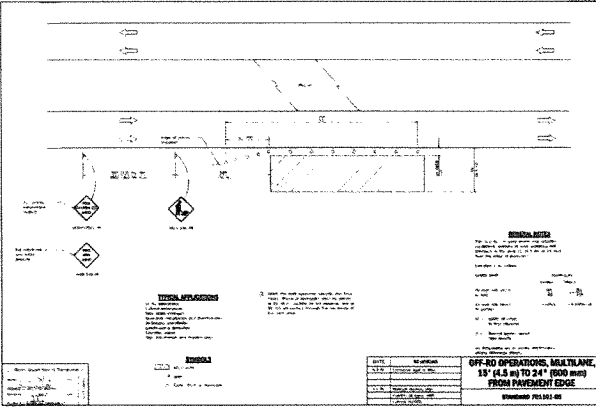
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JPMorgan Chase Private Bank,
Winnetka
Project Number:
21.1062.000

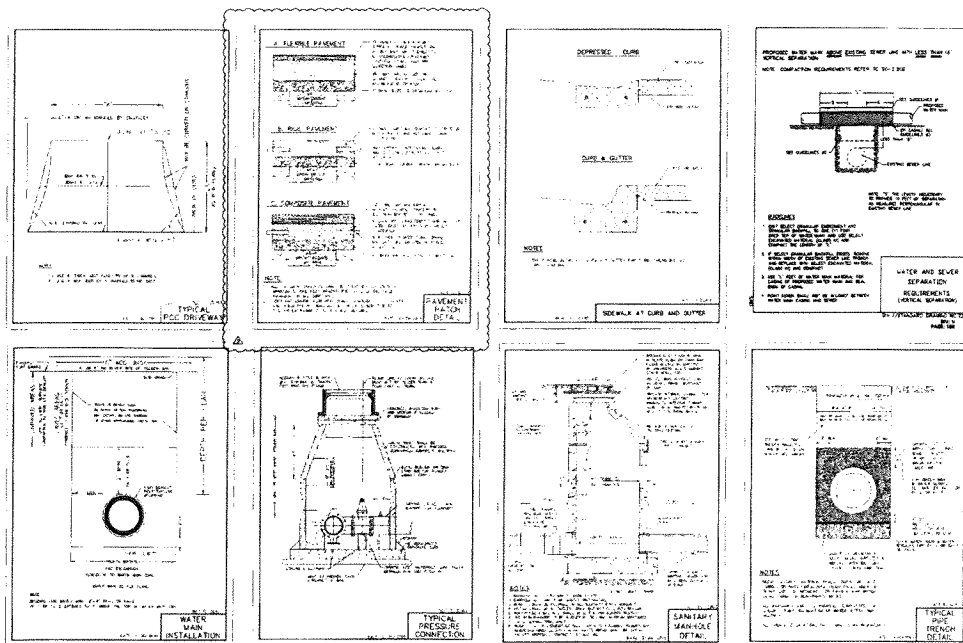
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8/23/2007





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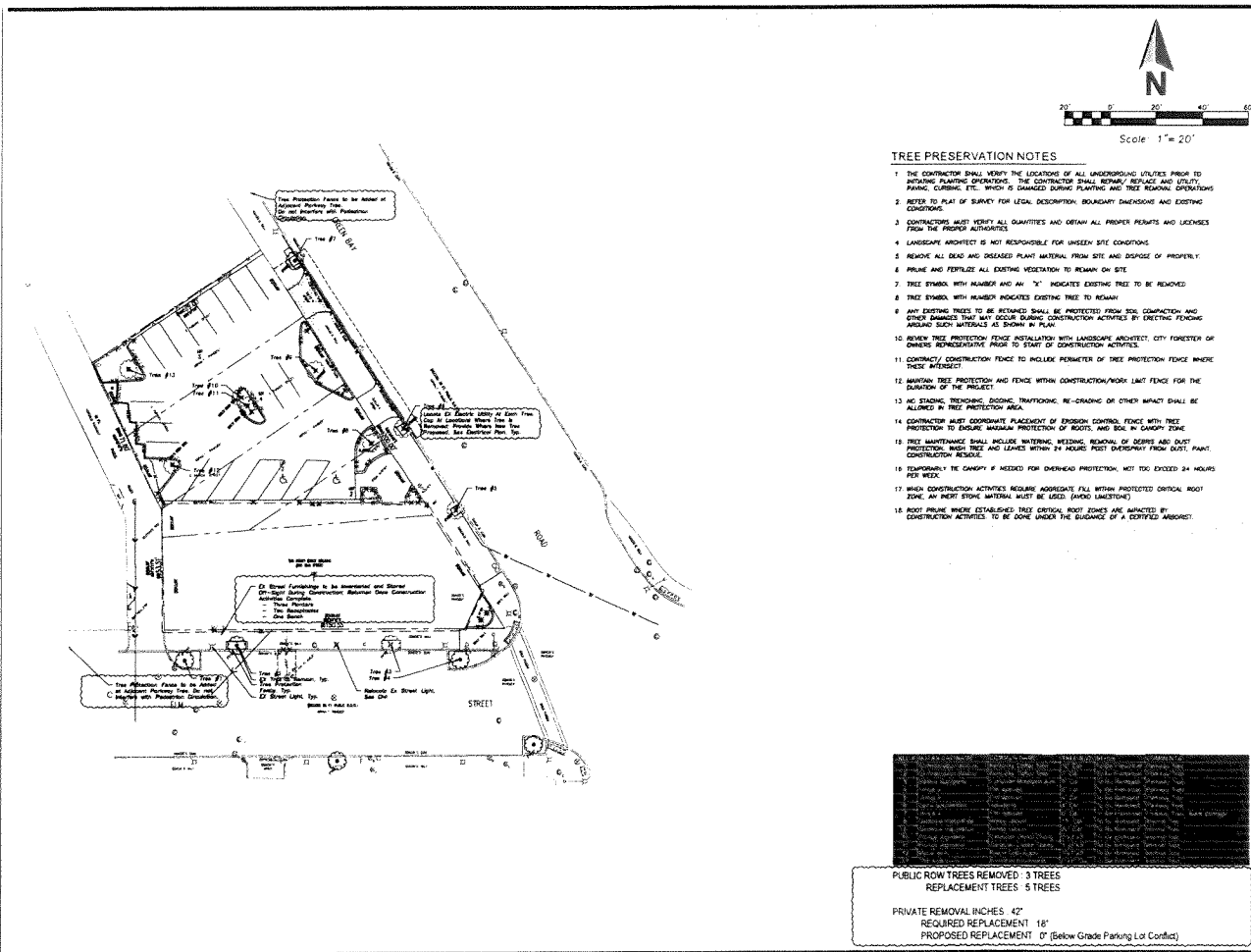
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New York, NY 10003
Tel: 212 512 2000
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EXHIBIT I

Tree Preservation Plan

(See Attached Exhibit I)



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ERIKSSON ENGINEERING ASSOCIATES, LTD.

LANDSCAPE ARCHITECTURE
143 Commerce Drive, Suite A, Channahon, IL 60010
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Project Name:
JPMorgan Chase Private Bank, Winnetka

Project Number:
21.1062.000

Description:
TREE PRESERVATION PLAN

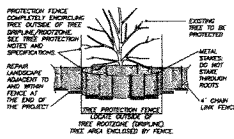
Scale:
L0.10

© 2015 Gensler

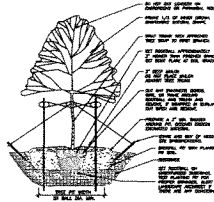
EXHIBIT J
Landscape Plan
(See Attached Exhibit J)

- NOTES:
1. BOWEN TREE PROTECTION FENCE INSTALLATION WITH LANDSCAPE ARCHITECT, PRIOR TO START OF CONSTRUCTION ACTIVITIES.
 2. CONSTRUCTION FENCE TO INCLUDE PROTECTION OF TREE PROTECTION FENCE INSIDE TREE PROTECTION FENCE.
 3. BOWEN TREE PROTECTION FENCE WITH CONSTRUCTION FENCE LANT FENCE FOR THE DURATION OF THE PROJECT.
 4. NO STAKING, MEASURING, DRIVING, TAMPING, RE-GRADING OR OTHER IMPACT SHALL BE ALLOWED IN TREE PROTECTION AREA.
 5. CONSTRUCTION FENCE TO BE PLACED ADJACENT TO PROTECTION FENCE AT THE END OF THE PROJECT.
 6. TREE PROTECTION FENCE SHALL INCLUDE WARNING, REDUCING, REMOVAL OF BRANCHES AND BUSHES FROM WITHIN TREE AND LEAVES WITHIN 24 HOURS FROM INSIDE FROM BUSHES FROM CONSTRUCTION REGRADING.
 7. RESPONSIBILITY TO CANNOPY IF NEEDED FOR DIRECTIONAL PROTECTION NOT TOO EXCEED 24 HOURS FOR WEEK.

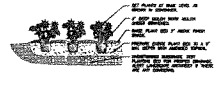
1 TREE PROTECTION DETAIL



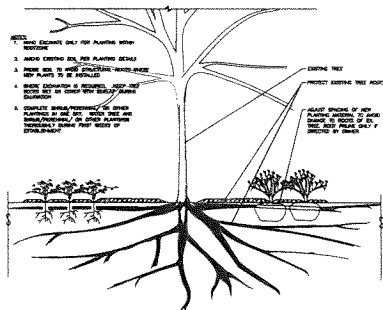
2 TREE PLANTING DETAIL



3 ANNUAL PERENNIAL & GROUNDCOVER DETAIL

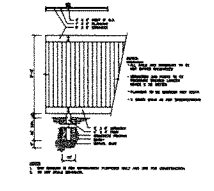


4 SHRUB PLANTING DETAIL

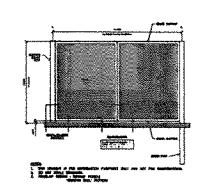


5 PLANTING WITHIN ROOTZONE OF EXISTING TREE

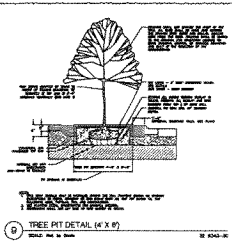
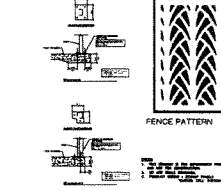
6 SOLID WOOD FENCE



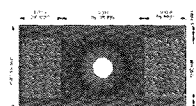
7 ORNAMENTAL METAL FENCE



8 ORNAMENTAL METAL FENCE MOUNT DETAILS



9 TREE PIT DETAIL (4' x 8')



10 TREE GRATE

SHEET NOTES

W. J. M. & S. J. M.

Gensler

RIVERSIDE

PE

Longman

Lindsey

NOT FOR CONSTRUCTION

LANDSCAPE DETAILS

L2.00

Gensler

11 East Madison Street
Suite 500
Chicago, IL 60601
USA
Tel: +1 312 468-6100
Fax: +1 312 468-6124



LANDSCAPE ARCHITECTURE
142 Commons Drive, Suite A, Greenfield, IL 60030
P: 847 233-8001 F: 847 233-8002 or 847 233-8003

Date: Description:
1. 08/19/2011 Final For Village FC
2. 10/27/2011 Final Revision

Real Signature

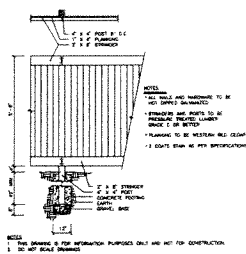
NOT FOR
CONSTRUCTION

Project Name:
JPMorgan Chase Private Bank,
Winnelka
Project Number:
21.1062.000
Description:
LANDSCAPE DETAILS

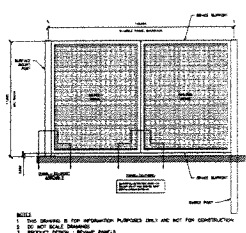
Scale:

L2.01

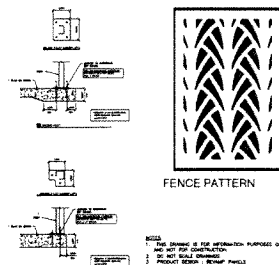
© 2011 Gensler



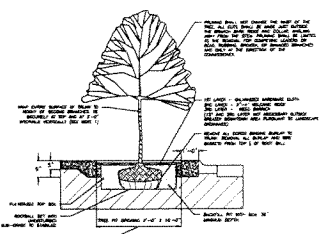
1 6' SOLID WOOD FENCE
NOT TO SCALE 323129-23-02



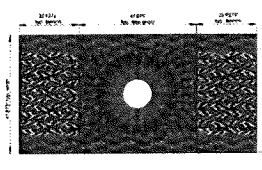
2 6' ORNAMENTAL METAL FENCE
NOT TO SCALE 323119-01



3 ORNAMENTAL METAL FENCE MOUNT DETAILS
NOT TO SCALE 323119-02



4 TREE PIT DETAIL (4' X 4')



5 TREE GRATE
NOT TO SCALE DETAIL-FLE

Exhibit K

Construction Logistics and Redevelopment Schedule Plan

(See Attached Exhibit K)

Exhibit L

LOGISTICS PLAN LEGEND

1

GATE #1 - 20' ROLLING GATE W/ 8' DEBRIS NETTING

2

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

3

MATERIAL STORAGE & LAYDOWN LOCATION RAMP SHALL BE EXISTING PAVING TO BE LEFT IN PLACE TO BE REPAVED WITH RECONCRETE RAMP PAV FROM DEMOLITION POUR BACK AFTER COMPLETION OF SUPERSTRUCTURE WORK

4

MOBILE CRANE FOR FOUNDATION & SUPERSTRUCTURE WORK

5

SENDER FIELD OFFICE TRAILER

6

TRASH REMOVAL - TRASH CRUITS

7

HOST BAY FOR MATERIAL MOVEMENT

8

MOBILE CONCRETE PUMP TRUCK - 30 METER

CLOSURES REQUIRED FOR CONSTRUCTION

1

ELM STREET - SIDEWALK CLOSURE & PARKING LANE REQUIRED FOR DURATION OF CONSTRUCTION - AREA REQUIRES PRELIMINARY CLOSURE & LAYOUT. EXISTING TRUCK CONSTRUCTION PARKING LANE TO BE CLOSED. TRUCKS TO BE MOVED TO ELM STREET. NO CONSTRUCTION TRAFFIC ALLOWED ON 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 REQUIRES PRELIMINARY CLOSURE & LAYOUT. EXISTING TRUCK CONSTRUCTION PARKING LANE TO BE CLOSED. TRUCKS TO BE MOVED TO ELM STREET. NO CONSTRUCTION TRAFFIC ALLOWED ON GREEN BAY ROAD. CLOSURE DATES - TIME PERIOD TO BE SET AT FINAL PLANNED DEVELOPMENT APPROVAL

3

ALLEY - CLOSURE PARTIAL OR FULL - WILL BE NECESSARY DURING PHASES OF THE DEMOLITION AND INSTALLATION OF THE INTERIOR FRAME ALONG THE WEST PROPERTY LINE. CLOSURE TO BE SET AT FINAL PLANNED DEVELOPMENT APPROVAL

SYMBOLS LEGEND

○

LIGHT & TRAFFIC POLES - PROTECTED DURING CONSTRUCTION

—

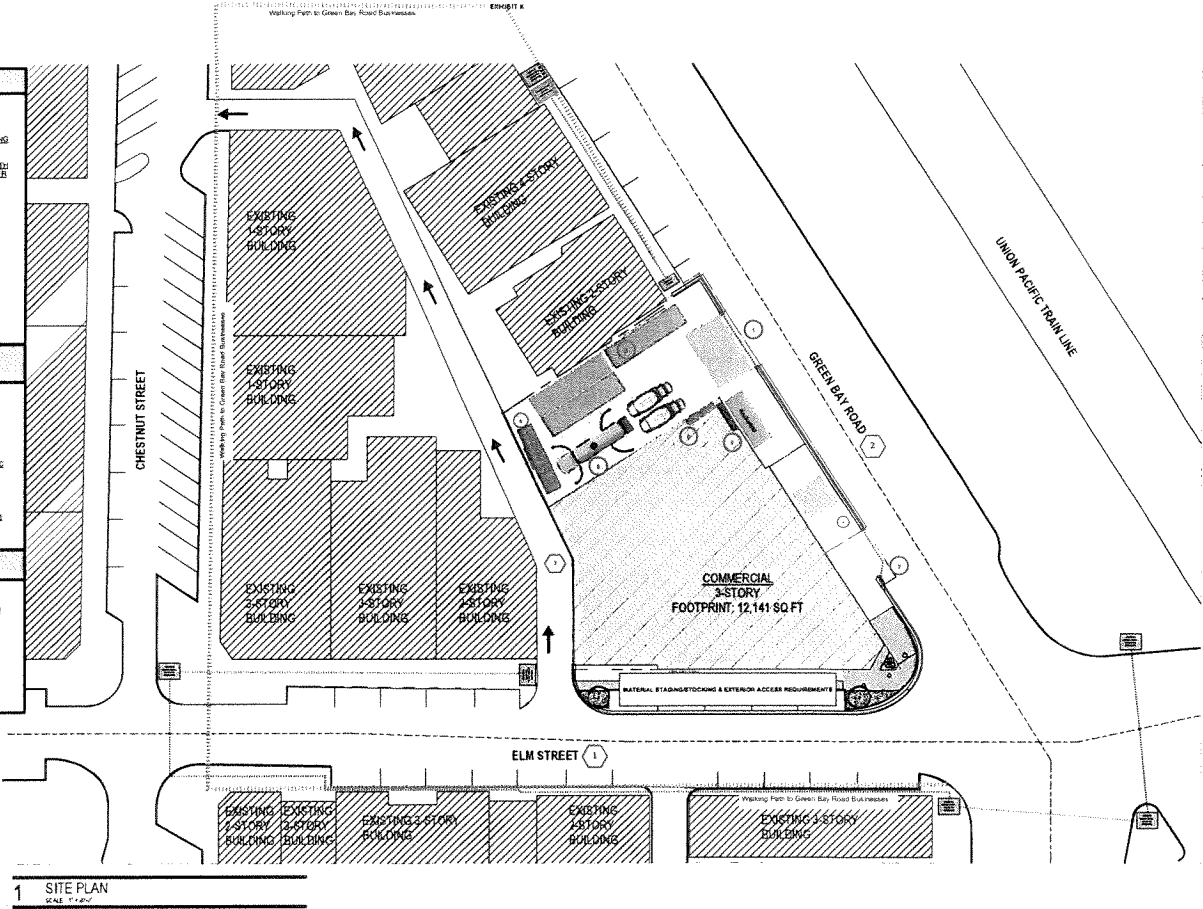
JERSEY BARRICADE W/ A FENCE W/ DEBRIS NETTING

▽

FIRE HYDRANT - TO REMAIN DURING CONSTRUCTION

—

PROPOSED PATH TO GREEN BAY BUSINESSES





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

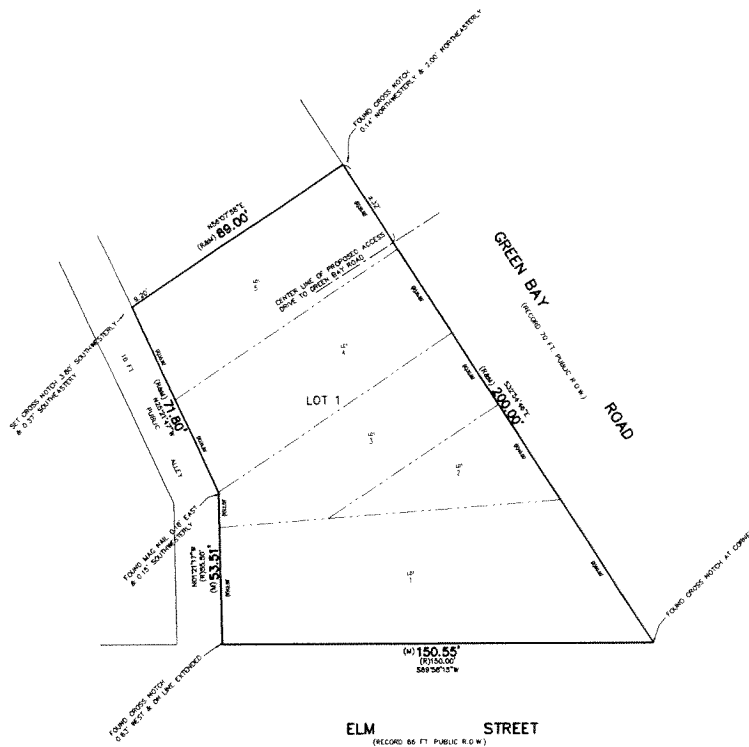
PLAT ORDERED BY
MIKE SPENCE
150 N. RIVERSIDE PLAZA, STE 1800
CHICAGO, ILLINOIS, 60606

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.
1133 Polaris Parkway
Mail Code CH1-1500
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

GRAPHIC SCALE
0 10 20
IN FEET
1" = 20'



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
OF ILLINOIS, 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 TO PARAGRAPH 2 OF "AN ACT TO
REVISE THE LAW IN RELATION TO PLATS" AS AMENDED: A PLAT THAT MEETS THE
REQUIREMENTS CONTAINED IN THE DEPARTMENT'S "POLICY ON PERMITS FOR ACCESS
DEVELOPMENTS TO STATE HIGHWAYS" SHALL BE REQUIRED BY THE DEPARTMENT."

JOSE RIDGE, P.E.
REGION ONE ENGINEER

DATE

SURVEYOR'S CERTIFICATE
STATE OF ILLINOIS)
COUNTY OF COOK)

I, ROBERT Q. 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. 1703102051K, 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 2, 2024

BY

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

REVISED FEBRUARY 26, 2024 PER #2024-31867 (88)
REVISED JANUARY 10, 2024 PER #2024-31734 (88)
REVISED DECEMBER 19, 2023 PER #2023-31755 (88)
REVISED DECEMBER 19, 2023 PER #2023-31755 (88)
REVISED DECEMBER 11, 2023 PER EMAIL DATED 12/11/23 (88)
REVISED DECEMBER 4, 2023 PER #2023-31755 (88)
REVISED OCTOBER 24, 2023 PER #2023-31755 (88)
REVISED OCTOBER 11, 2023 PER EMAIL (88)
REVISED OCTOBER 10, 2023 PER EMAIL (88)
REVISED OCTOBER 13, 2023 PER EMAIL (88)

ORDERED BY: INVERDE INVESTMENT & DEVELOPMENT
ADDRESS: 70 ELM STREET
CHICAGO GUARANTEE SURVEY COMPANY
P.L.C. CORPORATION
1200 N. W. 30TH
SUITE 100
MIAMI, FL 33136
407.551.1111
407.551.1111
407.551.1111

ORDER NO: 2023-31506-001
DATE: 02/02/2024
PAGE: 1 of 1

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
ESTABLISHED PRIOR TO PLAT RECORDATION.
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 GREINLEY & 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”**).

W I T N E S S E T H:

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:



Kristin Kazenas, Deputy Village Clerk

VILLAGE OF WINNETKA,



Robert Bahan
Its: Village Manager

ATTEST:

JPMORGAN CHASE BANK, NATIONAL
ASSOCIATION, a national banking
association

By: _____

Its: _____

By: _____

Name: _____

Its: _____

ACKNOWLEDGEMENTS

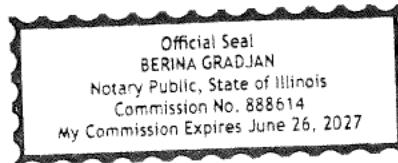
STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

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 18 day of JUNE 2024.


Notary Public

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)



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

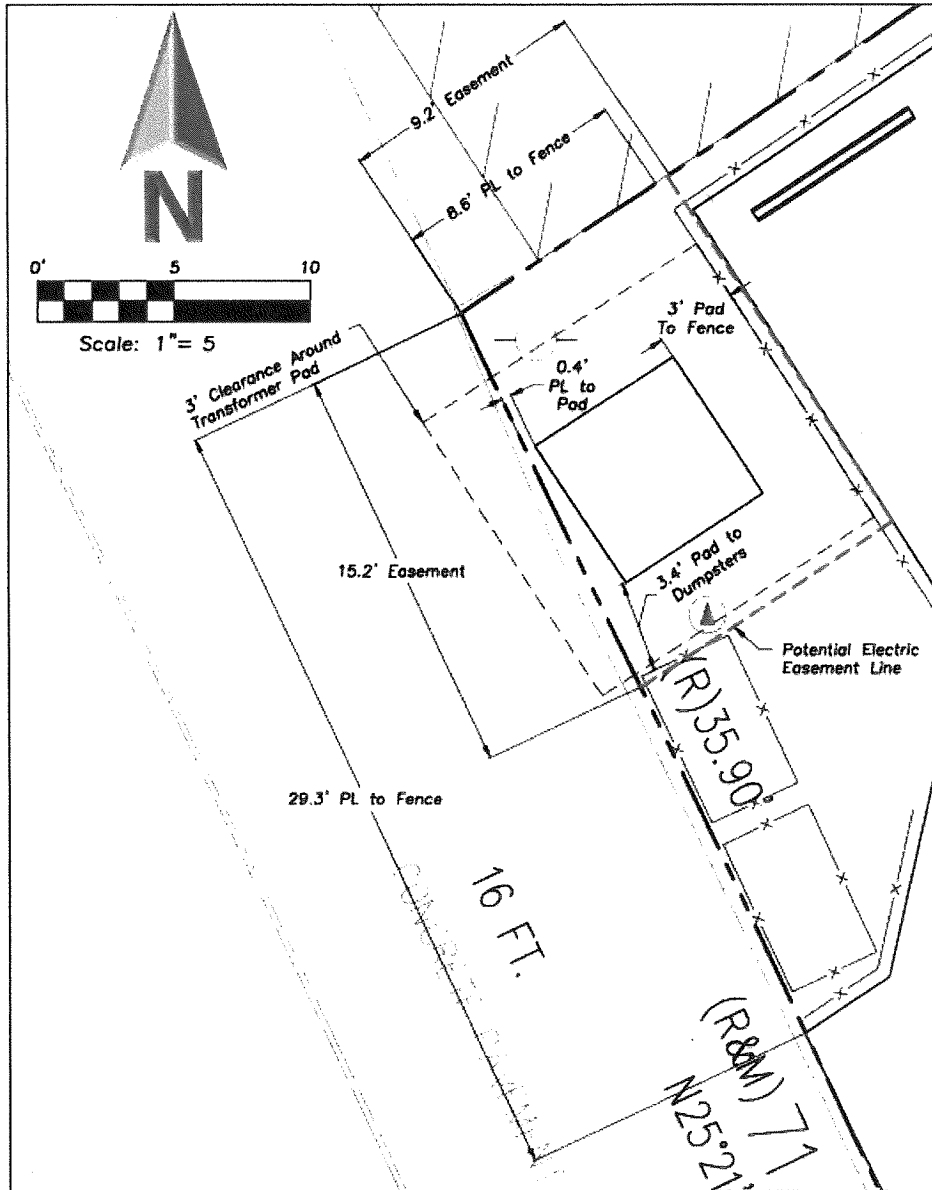


EXHIBIT N

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 June 18, 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: _____



October 1, 2024

Dear Business Owners, Residents, and Property Owners:

Based upon feedback that the Village and each development team has received, the Village has coordinated construction logistics plans with the development teams for the upcoming development projects at Engel & Völkers (562 Green Bay Road) and Chase Bank (791 Elm Street), to minimize the impact to West Elm businesses and residents. We are providing information about the development projects and the impact on the alley, sidewalks and parking around these projects, including a copy of the current version of portions of the construction logistics plan.

Project Updates:

- **Engel & Völkers, 562 Green Bay Road:** Demolition of the existing structure has occurred, and construction on the new building should begin in mid-October and is currently expected to be substantially complete by the end of October 2025. The project contractor is ENC Construction & Development. See attached sheet for images of the project.
- **Chase Bank, 791 Elm Street:** The Village Council is currently scheduled to consider the final development plan for this project on Thursday, November 7. Village staff is also currently reviewing the building permit application for the development. After many discussions between the development team and Village staff, and based upon input from area businesses, the construction of this project is scheduled to begin in January 2025. The project is currently scheduled to be substantially complete by the end of March 2026. The project contractor is Skender Construction. See attached sheet for images of the project.

Alley Closures:

The portion of the alley between Elm Street and the northerly bend near Fred's Garage will be closed to vehicular traffic between January and March 2025, and from the end of July through August 2025 due to safety issues associated with construction in or adjacent to the alley.

Closure Dates and Scope of Work:

- January to March 2025: During this time, work will include demolition of the Chase Bank building, installation of an earth retention system for the Chase project, and subsurface utility work for both the Engel & Völkers project and the Chase project.
- End of July to end of August 2025: Work will include masonry on Chase Bank's west building wall and permanent alley surface reconstruction after all work in the alley is completed.

Deliveries to Businesses:

- During alley closures, delivery vehicles will not be able to drive through the alley. Deliveries through the alley to rear business entrances can be made by foot and cart from one of the two following locations:
 - Alley Entrance off Chestnut Street. The alley will remain open from Chestnut Street to the bend in the alley, just east of Fred's Garage.
 - East Side of Chestnut Street. Two existing parking spaces on the east side of Chestnut Street, immediately north of the alley entrance, will be designated as a commercial loading area.

All delivery trucks must use one of these two delivery points.

- Chase Bank's contractor, Skender Construction, will provide security personnel to assist with flagging delivery vehicles accessing the alley on weekdays from 5:30 AM – 5 PM.

Garbage & Recycling:

- Very early each morning, Skender Construction will provide laborers to move all refuse and recycling dumpsters from their location behind businesses and residences to the north end of the alley for pick up. Workers will promptly move dumpsters back to the rear of each building following refuse and recycling pickup. Skender will provide laborers for this task seven days per week.

Alley Parking:

- Vehicles will not have access to the alley during closure times. Employees who currently park off the alley must park in "Zone A" parking spaces, and residents who currently park off the alley must park in "Zone C" parking spaces.
 - **Residents:** For the duration of alley closure time periods, Skender Construction will secure "Zone C" parking permits from the Village for residents who currently utilize the alley. See the attached map showing the location of "Zone C" permit parking spaces.
 - **Employees:** Skender Construction will secure "Zone A" parking permits from the Village for employees of businesses who currently utilize the alley for the duration of alley closure time periods. See the attached map showing the location of "Zone A" employee permit parking spaces.
 - **Construction Workers:** Workers associated with either project are not allowed to use any public on-street parking spaces or public parking lot spaces, with the exception of three to four "Zone A" permit parking spaces which will be provided for construction supervisors for each construction project.

Alley Maintenance:

- Skender will be responsible for clearing snow as necessary during the winter months to allow for foot traffic and delivery carts through the alley.

Sidewalk Closures / Diversions:

Sidewalk Closure in front of Chase Bank, 791 Elm Street:

- The sidewalk on the north side of Elm Street from the entrance of the alley east to Green Bay Road and the sidewalk on the west side of Green Bay Road in front of Chase Bank's property will both be closed during the entirety of the Chase Bank project between January 2025 and March 2026. The sidewalk closure is necessary to accommodate construction materials and equipment staging. Pedestrians will be routed to the south side of Elm Street to get to Chestnut Street.

Sidewalk Diversion in front of Engel & Völkers, 562 Green Bay Road:

- During the duration of this project through October 2025, the sidewalk will be closed intermittently to accommodate a construction work area for the project. During the times the sidewalk is closed, the contractor will provide a flagger to assist pedestrians with walking around the project site through the adjacent on-street parking area along Green Bay Road.

Public Parking Closures:

During the construction of each project, on-street parking spaces adjacent to and near each project site will be used by the contractors. During these temporary closures, the public is asked to park in on-street public parking spaces or in the Village's public parking lot at southwest corner of Chestnut and Elm Streets, adjacent to the Post Office.

Public Parking Closure along the Chase Bank Project at 791 Elm Street:

- From January 2025 through March 2026, the on-street public parking spaces on the north side of Elm Street between the alley entrance and Green Bay Road and the public parking spaces between the west side of Green Bay Road and the end of the Chase Bank property will not be available for public parking.

Public Parking Closure along the Engel & Völkers project 562 Green Bay Road:

- Through March 2025, the on-street public parking spaces in front of and adjacent to 562 Green Bay will not be available for public parking.

Construction Delivery Vehicle Route:

- **Incoming:** Construction vehicles will enter on Tower Road heading east, then head south on Green Bay Road to the respective construction sites.
- **Outgoing:** Construction vehicles will leave the respective construction sites on Green Bay Road, then south head south to Willow Road, then east on Willow Road.

Communication:

Businesses directly impacted by alley and sidewalk closures will be regularly notified of the projects' progress. The Village is actively working to support and promote West Elm businesses during construction through social media and email newsletter marketing and promotions.

Village or contractor staff will gladly answer any questions that you may have about these projects. The contacts are as follows:

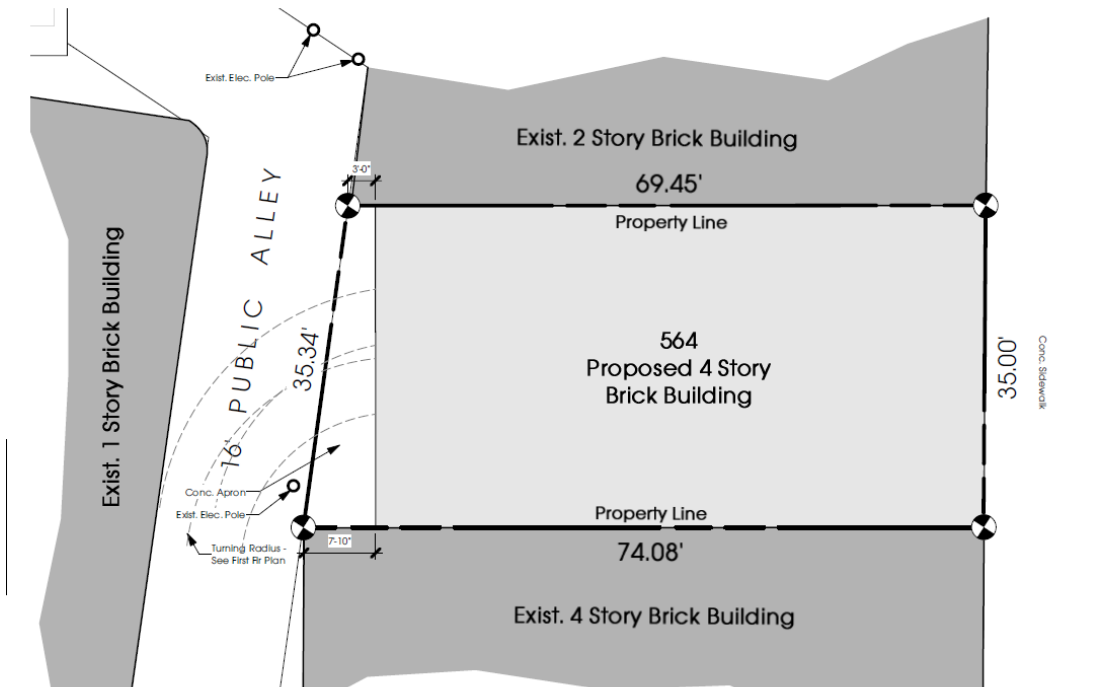
- **Village of Winnetka**
 - David Schoon, Community Development Director, 847-716-3526 or dschoon@winnetka.org
 - Davorka Kirinic, Building & Code Enforcement Manager, 847-716-3522 or dkirinic@winnetka.org
- **Chase Bank Project**
 - Mike Spence, Riverside Investment & Development, 312-788-1823 or mspence@riversideid.com
 - Jeff Reist, Skender Construction, 312-956-4677, jreist@skender.com
- **Engel & Völkers Project**
 - Kevin Githens, ENC Construction & Development, 630-878-6934 or kgithens@enccd.com

We appreciate your patience and understanding during construction.

Sincerely,

The Village of Winnetka Community Development Department

Engel & Völkers Site Plan & Green Bay Road Elevation



[illegible]

Zone A & Zone C Parking Areas – Elm Street Business District





ELM STREET DISTRICT
PLEASE READ AND OBEY ALL POSTED PARKING REGULATIONS

 ZONE A

 ZONE C

 ZONE A & C

 No overnight parking
from November – April

**791 ELM - JPMC AERIAL PLAN
PHASE 1 - DEMOLITION + EARTH
RETENTION SYSTEM
JANUARY '25 TO MARCH '25**

** Skender**

**791 ELM - JPMC AERIAL PLAN
PHASE 1 - DEMOLITION + EARTH
RETENTION SYSTEM
JANUARY '25 TO MARCH '25**

 Skender

Pace bus stop to be relocated to Southwest corner of Green Bay Road and Elm

791 ELM - JPMC AERIAL PLAN PHASE 2 - VERTICAL CONSTRUCTION

APRIL '25 TO FEBRUARY '26



During approximate 4-week period alley to be closed during Phase 2 (approximately end of July thru mid-August), all operational aspects of the alley closure during Phase 1 will be followed regarding:

1. Business deliveries (hand-carted from North end of alley)
2. Refuse & recycling pick-up
3. Parking for employees that use alley.
4. Parking for residents that use alley.

ALLEY TO BE OPEN FOR DELIVERIES AND GARBAGE/RECYCLING PICK-UP FOR BUSINESSES AND RESTAURANTS, EXCEPT FOR A LIMITED PERIOD, SEE NOTE ON RIGHT.

ENGEL & VOLGER
CONSTRUCTION
PROJECT

791 ELM ST -
JPMC
CONSTRUCTION

Pace bus stop to be relocated
to Southwest corner of Green
Bay Road and Elm



Agenda Item Executive Summary

TITLE: 2025 Proposed Annual Budget Follow Up

PRESENTER: Tim Sloth

AGENDA DATE: November 12, 2024

CONSENT: No

ITEM TYPE: Old Business

ITEM HISTORY:

Staff presented the 2025 Proposed Annual Budget / 5-Year CIP at the November 3, 2024 Council meeting.

EXECUTIVE SUMMARY:

During the all-day Council review of the budget there were a number of changes to the budget that were identified. Staff will present a summary of those changes to Council and seek any additional input before the updated proposed annual budget is formally introduced via Public Hearing at the November 19th Village Council meeting. Staff has included a memo summarizing the follow-up items that were identified during the all-day Council budget review.

RECOMMENDATION:

N/A

ATTACHMENTS:

1. Memorandum: Village Council Budget Review – Follow Up

VILLAGE OF WINNETKA

MEMORANDUM

TO: VILLAGE COUNCIL
FROM: TIM SLOTH, FINANCE DIRECTOR
DATE: NOVEMBER 12, 2024
SUBJECT: VILLAGE COUNCIL BUDGET REVIEW – FOLLOW UP
CC: ROB BAHAN, VILLAGE MANAGER

On Friday, November 1st Staff presented the 2025 Proposed Annual Budget and 5-year Capital Improvement Plan to the Village Council. During the budget review meeting, Council provided commentary and raised questions regarding the budget, most of which were answered during the Council meeting. Some of the items raised during the budget review meeting required an additional response from Staff. This memo details the broader questions raised and provides a response.

Item 1: During discussion of the budget, Council did not support the 1% Home Rule Sales Tax and requested staff remove the tax as a revenue source in the Business District fund and restore the \$1.1 million transfer from the General Fund to the Business District fund. Council directed staff to further analyze the Home Rule Sales tax and bring it back to Council for further review during 2025 in anticipation of the FY2026 Budget.

Council voiced support for the following new initiatives to remain in the 2025 budget.

- Enhanced security services - \$500,000
- Additional staffing (+2 FTE) - \$372,500
- Increased capital funding - \$227,500
- Total - \$1,100,000

The following funding sources were identified to support the new initiatives:

- Eliminate the \$550,000 additional transfer from the General Fund to the Business District Fund.
- Match the assumed rate of return of the police and fire pension funds to the IMRF assumed rate of return (currently 7.25%). This would reduce pension contributions by \$629,144 (PD - \$306,919 / FD – 322,225).
- Total - \$1,179,144

As directed, staff eliminated the 1% Home Rule Sales Tax, restored the \$1.1M transfer from the General Fund to the Business District fund, eliminated the additional \$550,000 transfer from the General Fund to the Business District fund and reduced public safety pension funding by \$629,144. The chart below shows the updated cash flow for the Business District Revitalization fund 5-Year CIP. Please note that after making these changes, ending cash in 2025 remains positive. However, unless additional funding is identified, the ending cash balance is almost depleted in 2027, and turns negative in 2028.

	2024					
	Estimate	2025	2026	2027	2028	2029
Beginning Cash (12/31/2023 Audit)	\$ 1,350,062	\$ 2,819,062	\$ 2,775,061	\$ 2,760,061	\$ 160,061	\$ (2,279,939)
Transfer from General Fund	1,100,000	1,100,000	1,100,000	1,100,000	1,100,000	1,100,000
HR Sales Tax (1%)	-	-	-	-	-	-
Additional Transfer from General Fund	550,000	-	-	-	-	-
Additional Transfer from General Fund: DCEO Grant	-	300,000	-	-	-	-
Additional Transfer from General Fund: One-time Permits	-	900,000	-	-	-	-
Grant - EV Charging	-	555,499	-	-	-	-
Other Income	75,000	15,000	10,000	10,000	10,000	10,000
Future Funding Sources*	-	-	-	5,000,000	5,000,000	-
Other Expenses	-	-	-	-	-	-
Capital	(256,000)	(2,914,500)	(1,125,000)	(8,710,000)	(8,550,000)	(50,000)
Ending Cash	\$ 2,819,062	\$ 2,775,061	\$ 2,760,061	\$ 160,061	\$ (2,279,939)	\$ (1,219,939)

* The Village is pursuing up to \$8.5 million in grant funding for future projects.

Item 2: There was a request to examine expenses and propose a reduction to the property tax levy to reduce the increase to existing residents to under 3.0%.

As directed by Council, staff has prepared a property tax levy with a 2.95% recommended rate increase. To facilitate this change staff estimates a budget reduction of approximately \$70,000 is necessary. As noted at the Council budget review staff has already made significant cuts to expenses totaling \$761,720. Rather than make additional line-item cuts to the budget, staff proposes reducing the contingency expense from \$300,000 to \$230,000.

Included with this report is **Attachment A** which shows the updated property tax levy at 2.95%.

Item 3: Other notes

- The change in funding approach for the public safety pensions has been communicated to both pension funds. See **Attachment B**.
- Placeholders for the grant supported Green Bay Trail project and the Indian Hill Green Bay Road Streetscape project will be included in the updated 5-Year CIP document.
- After all the changes identified in this memo the total 2025 Annual Budget for consideration is \$94,251,924. Changes to the budget document are currently being made and an updated budget document will be posted online in advance of the November 19th Public Hearing on the budget. Included with this memo are **Attachments C, D and E** which show the updated budget summary (all-funds), the updated Budget Summary (General Fund) and the updated Budget Impact on a Resident after making the above identified changes.

Village of Winnetka
Schedule of Property Tax Levy Calculations

Tax Levy Category	2023 Actual Tax Levy	2024 Proposed Tax Levy	\$ - Change	% - Change
<u>General Fund:</u>				
Corporate*	\$12,661,625	\$13,602,577	\$940,952	7.432%
<u>Other Funds:</u>				
Police Pension	\$1,336,136	\$1,135,073	(\$201,063)	-15.048%
Fire Pension	\$1,760,416	\$1,561,347	(\$199,069)	-11.308%
Total Village-wide Tax Levy	\$15,758,177	\$16,298,997	\$540,820	3.432%
Less: New Development @ 0.482%		(\$75,954)	(\$75,954)	-0.482%
Existing Tax Payer Increase	\$15,758,177	\$16,223,043	\$464,866	2.950%

Increase (Decrease) Based on Total Property Tax Bill

Total Property Taxes Paid 100.00%	Other Taxing Distr. 88.42%	Village 11.58%	2.95% Change / Village
\$10,000	\$8,842	\$1,158	\$34
\$15,000	\$13,263	\$1,737	\$51
\$20,000	\$17,684	\$2,316	\$68
\$25,000	\$22,105	\$2,895	\$85
\$30,000	\$26,526	\$3,474	\$102
\$35,000	\$30,947	\$4,053	\$120
\$40,000	\$35,368	\$4,632	\$137
\$50,000	\$44,210	\$5,790	\$171
\$60,000	\$53,052	\$6,948	\$205

* Included in the Corporate fund levy is \$1.1 million levied for the Business District Revitalization Fund

Note: New development is calculated based on \$8,491,414 or .482% of new value identified in the 2023 Cook County Agency Tax Rate Report. Last year new property value totaled \$20,433,227.

<https://www.cookcountyclerk.il.gov/service/tax-agency-reports>

Tim Sloth

From: Tim Sloth
Sent: Monday, November 4, 2024 11:34 AM
To: Tim Sloth
Subject: Fire Pension Funding - 2025

Sent Via Bcc

Good morning -

On Friday November 1, Village Council conducted an all-day budget review meeting. The tax levy recommendation included with the proposed budget was the fire pension fund's recommendation of \$1,883,572. Village Council made the policy decision to fund the pension utilizing all of the fire pension fund's assumptions except the assumed rate of return. The Village Council funding policy will be to mirror the IMRF rate of return of 7.25%. As a result, the policy direction from the Village Council is to levy \$1,561,347 for the fire pension fund. Village Council affirmed that it will always meet its commitment to paying retirees and beneficiaries their due pensions.

Below is the link to the video from the Council budget review meeting.

<https://www.youtube.com/watch?v=flfxDSewMMM>

Key timestamps from the meeting:

12:11 – 32:40 – My presentation of the overview of the proposed budget

1:16:50 – 1:51:30 - Discussion of funding of the pension funds

The next step in the budget process is a public hearing on November 19th followed by expected Council approval of the budget on December 3, 2024.

I can provide additional context at our next Fire Pension Board meeting scheduled for November 13, 2024.

Thanks,

Tim.

Tim Sloth
Finance Director
Village of Winnetka, IL
TSloth@winnetka.org
847.716.3513
C:224.255.9669

Tim Sloth

From: Tim Sloth
Sent: Monday, November 4, 2024 11:33 AM
To: Tim Sloth
Subject: Police Pension Funding - 2025

Sent Via Bcc

Good morning -

On Friday November 1, Village Council conducted an all-day budget review meeting. The tax levy recommendation included with the proposed budget was the police pension fund's recommendation of \$1,441,992. Village Council made the policy decision to fund the pension utilizing all of the police pension fund's assumptions except the assumed rate of return. The Village Council funding policy will be to mirror the IMRF rate of return of 7.25%. As a result, the policy direction from the Village Council is to levy \$1,135,073 for the police pension fund. Village Council affirmed that it will always meet its commitment to paying retirees and beneficiaries their due pensions.

Below is the link to the video from the Council budget review meeting.

<https://www.youtube.com/watch?v=flfxDSewMMM>

Key timestamps from the meeting:

12:11 – 32:40 – My presentation of the overview of the proposed budget

1:16:50 – 1:51:30 - Discussion of funding of the pension funds

The next step in the budget process is a public hearing on November 19th followed by expected Council approval of the budget on December 3, 2024.

I can provide additional context at our next Police Pension Board meeting scheduled for January 23, 2025.

Thanks,

Tim.

Tim Sloth
Finance Director
Village of Winnetka, IL
TSloth@winnetka.org
847.716.3513
C:224.255.9669

Village of Winnetka
Summary of Operating Revenues, Expenditures, and Capital (All Funds)
Excludes Depreciation Expense / Transfers Between Funds

					FY25 to FY24 Budget Change	
	2023 Actual	2024 Budget	2024 Estimate	2025 Budget	%	\$'s
Operating Revenues						
Property Tax	\$ 14,599,395	\$ 15,403,618	\$ 15,403,618	\$ 15,932,270	3.4%	\$ 528,652
Other Taxes	\$ 627,791	\$ 680,000	\$ 595,000	\$ 630,000	-7.4%	\$ (50,000)
Licenses/Permits	\$ 2,347,348	\$ 2,805,500	\$ 2,642,000	\$ 3,959,500	41.1%	\$ 1,154,000
Intergovernmental	\$ 10,462,349	\$ 5,470,350	\$ 5,810,450	\$ 5,802,540	6.1%	\$ 332,190
Service Charges	\$ 37,245,808	\$ 42,083,808	\$ 38,181,452	\$ 44,800,770	6.5%	\$ 2,716,962
Fines	\$ 155,954	\$ 156,300	\$ 126,250	\$ 130,500	-16.5%	\$ (25,800)
Interfund Services	\$ 5,345,165	\$ 5,660,443	\$ 5,668,900	\$ 6,113,475	8.0%	\$ 453,032
Payment in Lieu	\$ 1,666,873	\$ 1,650,398	\$ 1,650,398	\$ 1,622,245	-1.7%	\$ (28,153)
Pension / Other Revenue	\$ 4,061,449	\$ 3,766,989	\$ 3,849,196	\$ 3,475,641	-7.7%	\$ (291,348)
Investment Income	\$ 12,006,064	\$ 5,666,322	\$ 8,064,752	\$ 6,190,921	9.3%	\$ 524,599
	\$ 88,518,196	\$ 83,343,728	\$ 81,992,016	\$ 88,657,862	6.4%	\$ 5,314,134
Operating Expenditures						
Salaries and Benefits	\$ 31,127,354	\$ 33,850,451	\$ 33,413,040	\$ 34,851,880	3.0%	\$ 1,001,429
Services and Supplies	\$ 22,206,552	\$ 27,082,892	\$ 24,091,747	\$ 27,474,169	1.4%	\$ 391,277
Insurance	\$ 5,698,769	\$ 5,916,218	\$ 5,989,755	\$ 6,286,718	6.3%	\$ 370,500
Debt Service	\$ 317,910	\$ 795,630	\$ 796,945	\$ 803,105	0.9%	\$ 7,475
Payment in Lieu	\$ 1,666,873	\$ 1,650,398	\$ 1,650,398	\$ 1,622,245	-1.7%	\$ (28,153)
Contingency	\$ -	\$ 460,000	\$ -	\$ 230,000	-50.0%	\$ (230,000)
	\$ 61,017,458	\$ 69,755,589	\$ 65,941,885	\$ 71,268,117	2.2%	\$ 1,512,528
Net Operating Income	\$ 27,500,738	\$ 13,588,139	\$ 16,050,131	\$ 17,389,745	28.0%	\$ 3,801,606
Other Sources / (Uses) of Funds						
Grant Revenue	\$ 11,899,633	\$ 9,087,499	\$ 7,332,000	\$ 5,855,499	na	\$ (3,232,000)
Capital Expenditures	\$ (5,708,756)	\$ (32,248,621)	\$ (24,394,608)	\$ (22,983,807)	-28.7%	\$ (9,264,814)

General Fund	Actual	Budget	Estimate	Budget	%	\$
Summary	2023	2024	2024	2025	Change	Change
Operational Revenues		A		B	(A v B)	(A v B)
Property Tax	14,599,395	15,403,618	15,037,935	15,932,270	3.4	528,652
Grants	1,728,571	-	-	-	-	-
Sales Tax	2,185,274	1,875,000	2,200,000	2,145,000	14.4	270,000
Use Tax	519,789	525,350	480,000	343,315	(34.7)	(182,035)
State Income Tax	2,035,464	1,925,000	2,050,000	2,185,000	13.5	260,000
Natural Gas Tax	407,457	475,000	375,000	425,000	(10.5)	(50,000)
Telecom Tax	220,333	205,000	220,000	205,000	-	-
Replacement Tax	436,916	385,000	255,450	334,225	(13.2)	(50,775)
Licenses	318,688	330,500	317,000	322,000	(2.6)	(8,500)
Permits	2,028,660	2,475,000	2,325,000	3,637,500	47.0	1,162,500
Fines	155,954	156,300	126,250	130,500	(16.5)	(25,800)
Service Charges	1,958,246	1,952,168	1,910,874	2,014,838	3.2	62,670
Parking Passes	150,850	154,400	155,900	155,400	0.6	1,000
Franchise Fees	309,761	310,000	296,000	295,000	(4.8)	(15,000)
Payments in Lieu of Taxes	1,666,873	1,650,398	1,650,398	1,622,245	(1.7)	(28,153)
Administrative Charges	1,790,336	1,790,336	1,790,336	1,790,336	-	-
Misc. Income	2,074,297	933,640	1,765,538	1,276,260	36.7	342,620
Total	32,586,864	30,546,710	30,955,681	32,813,889	7.4	2,267,179

Operational Expenditures						
Administration	3,670,636	4,167,427	3,806,245	4,464,681	7.1	297,254
Police Department	7,605,600	8,133,595	8,248,082	8,893,824	9.3	760,229
Fire Department	6,239,524	6,918,778	6,921,285	6,909,570	(0.1)	(9,208)
Comm. Development	1,557,500	2,128,748	1,990,240	2,325,283	9.2	196,535
Public Works	3,455,474	3,869,041	3,353,319	3,525,787	(8.9)	(343,254)
Engineering	1,262,812	1,475,914	1,668,759	1,852,869	25.5	376,955
Total	23,791,546	26,693,503	25,987,930	27,972,014	4.8	1,278,511

Fund Performance						
Operational Net Income	8,795,318	3,853,207	4,967,751	4,841,875	25.7	988,668
Capital	(2,343,040)	(2,916,110)	(2,854,718)	(3,540,000)	(21.4)	(623,890)
Transfers Out	(8,213,776)	(4,500,000)	(4,500,000)	(5,136,350)	(14.1)	(636,350)
Net Cash-Flow	(1,761,498)	(3,562,903)	(2,386,967)	(3,834,475)	(7.6)	(271,572)

Capital Outlay						
Administration	-	-	-	250,000	na	250,000
Police Department	308,767	165,000	170,618	125,000	(24.2)	(40,000)
Fire Department	123,819	75,000	75,000	365,000	386.7	290,000
Public Works	264,933	776,110	709,100	700,000	(9.8)	(76,110)
Engineering	1,645,521	1,900,000	1,900,000	2,100,000	10.5	200,000
Total Capital	2,343,040	2,916,110	2,854,718	3,540,000	21.4	623,890

**Homeowner Impact Analysis
Select Taxes and Fees**

	2022	2023	2024	2025	Change 24 to 25	
					\$'s	%
Village Property Taxes *	\$ 2,854	\$ 2,854	\$ 2,895	\$ 2,980	\$ 85	2.95%
Electric	\$ 2,661	\$ 2,873	\$ 3,146	\$ 3,372	\$ 225	7.16%
Water	\$ 965	\$ 1,072	\$ 1,181	\$ 1,300	\$ 118	10.00%
Sanitary Sewer	\$ 463	\$ 463	\$ 463	\$ 486	\$ 23	4.95%
Refuse	\$ 432	\$ 443	\$ 454	\$ 470	\$ 16	3.50%
Stormwater Utility Fee	\$ 262	\$ 262	\$ 262	\$ 262	\$ -	0.00%
Telecommunications Tax	\$ 60	\$ 60	\$ 60	\$ 60	\$ -	0.00%
Natural Gas Tax	\$ 80	\$ 80	\$ 80	\$ 80	\$ -	0.00%
Licenses - Cars (2) & Dog	\$ 90	\$ 90	\$ 90	\$ 90	\$ -	0.00%
 Total Taxes and Fees	 \$ 7,867	 \$ 8,197	 \$ 8,632	 \$ 9,099	 \$ 468	 5.42%
					\$39.00 / month	

* Assumes \$25,000 property tax bill with no new growth (ex. additions).