



Village of Winnetka

Village Council Regular Meeting

December 17, 2024 at 7:00 PM

Village Hall
510 Green Bay Road

AGENDA

- 1. Call to Order**
- 2. Pledge of Allegiance**
- 3. Quorum**
 - a. January 7, 2025 Regular Meeting
 - b. January 14, 2025 Study Session
 - c. January 21, 2025 Regular Meeting
- 4. Public Comments**
- 5. Reports**
- 6. Establishment of Consent Agenda**
- 7. Approval of Consent Agenda**
 - a. Approval of Village Council Minutes
 - i. December 3, 2024 Regular Meeting
 - b. Approval of Warrant List Dated November 29, 2024 - December 12, 2024
 - c. Resolution No. R-89-2024: Approving Closed Session Minutes, Determining the Need to Keep Minutes of Certain Closed Meetings of the Village Council Confidential, and Authorizing the Destruction of Verbatim Recordings of Certain Closed Meetings of the Village Council (Adoption)
 - d. Resolution No. R-90-2024: Approving a Contract with Northern Divers USA for Dredging Services at the Electric Plant (Adoption)
 - e. Resolution No. R-91-2024: Approving Funding Authorizations and Change Order No. 3 to the Contract with Maple Cable Construction Inc for Directional Boring Work (Adoption)
 - f. Resolution No. R-92-2024: Approving Extension and Renewal of an Agreement with Prescient Development, Inc. for Information Technology Support Services (Adoption)
 - g. Resolution No. R-93-2024: Waiving Bidding and Approving a Purchase of Software Licenses from Tyler Technologies, Inc. (Adoption)

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.

- h. Resolution No. R-94-2024: Appointing Nicholas Narhi to the Illinois Municipal Electric Agency Board of Directors (Adoption)

8. Ordinances and Resolutions

- a. Ordinance No. M-18-2024: Granting a Variation from the Winnetka Zoning Ordinance to Allow the Construction of an Addition to an Existing Residence Within the R-2 Single Family Residential District (270 Birch Street) (Adoption)
- b. Ordinance No. M-19-2024: Granting Variations from the Winnetka Zoning Ordinance to Allow the Construction of a Detached Garage Within the R-3 Single Family Residential District (630 Walden Road) (Introduction/Adoption)
- c. Ordinance No. M-20-2024: Granting Variations from the Winnetka Zoning Ordinance, and a Certificate of Appropriateness for the Construction of a New Commercial Building within the C-2 General Retail Commercial District (933 Green Bay Road) (Introduction/Adoption)
- d. Ordinance No. M-22-2024: Cook County Paid Leave Opt-Out Ordinance for Taxing Bodies (Introduction/Adoption)

9. Old Business

10. New Business

11. Appointments

12. Closed Session

13. Adjournment

**MINUTES
WINNETKA VILLAGE COUNCIL
REGULAR MEETING
December 3, 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, December 3, 2024, at 7:00 PM.

- 1) Call to Order. President Chris Rintz called the meeting to order at 7:00 PM. Village Manager Rob Bahan called the roll. Present: Trustees Kirk Albinson, Rob Apatoff, Robert Dearborn, and Kim Handler. Absent: Trustees Tina Dalman and Bridget Orsic. Also present: Assistant Village Manager Kristin Kazenas, Village Attorney Peter Friedman, Assistant Community Development Director Ann Klaassen, Finance Director Tim Sloth and approximately 3 persons in the audience.
- 2) Pledge of Allegiance. President Rintz led the group in the Pledge of Allegiance.
- 3) Quorum.
 - a) December 10, 2024 Regular Meeting All of the Council members present said they expect to attend.
 - b) December 17, 2024 Regular Meeting All of the Council members present said they expect to attend with the exception of Trustee Handler.
- 4) Public Comment: None.
- 5) Reports:
 - a) Trustees. No report.
 - b) Attorney. No report.
 - c) Manager. Village Manager Rob Bahan advises Council that the Village of Winnetka, Northfield, and Glencoe, the primary sponsors of the Red Invitation Sale, have mailed the event flyer.
 - d) Village President. President Rintz and Assistant Village Manager Kristin Kazenas hosted 6th graders from Skokie School at Village Hall to learn about local government. Additionally, President Rintz advises that the tree lighting will be on Friday, December 6th at 6:00 pm.
- 6) Establishment of the Consent Agenda.

Trustee Handler seconded by Trustee Apatoff 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. November 1, 2024 Budget Meeting
 - ii. November 12, 2024 Special Meeting
 - b) Approval of Warrant List Dated November 15, 2024 – November 28, 2024 in the amount of \$1,503,827.94.

- c) Resolution No. R-86-2024: Approving a Contract with S&C Electric Company for the Purchase of Three Pad-Mount Switchgears (Adoption)
- d) Resolution No. R-87-2024: Approving a Fourth Amendment to a Lease Agreement Between the Village of Winnetka and the United States Postal Service (Adoption)
- e) Resolution No. R-88-2024: Approving a Contract with S&C Electric Company for the Purchase of a Vista Pad-Mount Switchgear (Adoption)
- f) FY 2025 Village Budget
 - i) Resolution No. R-83-2024: Adopting the Annual Budget for the Fiscal Year Beginning January 1, 2025 and Ending December 31, 2025 (Adoption)
 - ii) Resolution No. R-84-2024: Establishing Rates and Fees Related to Utility Services (Adoption)
 - iii) Resolution No. R-85-2024: Amending General, Building, and Miscellaneous Service Fees (Adoption)
- g) Property Tax Levy and Abatement Ordinances
 - i) Ordinance No. M-14-2024: Levying Taxes for the Year 2024 (Adoption)
 - ii) Ordinance No. M-15-2024: Abating the Tax Heretofore Levied for the Year 2024 to Pay the Principal of and Interest on Taxable General Obligation Refunding Bonds, Series 2020, of the Village of Winnetka, Cook County, Illinois (Adoption)

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

8) Ordinances and Resolutions.

- a) Ordinance No. M-17-2024: An Ordinance Granting a Variation from the Winnetka Zoning Ordinance to Allow the Construction of Additions to an Existing Residence within the R-5 Single Family Residential Zoning District (402 Hawthorn Lane) (Introduction/Adoption)

Trustee Dalman enters at 7:08 pm.

Assistant Community Development Director Ann Klaassen advises Council of a request submitted for additions on the first and second floors of the existing residence. The proposed first floor additions consist of a kitchen and mudroom expansion, while the proposed second floor addition would consist of a primary bedroom suite. Additionally, the additions to the existing residence would consist of a den on the first floor and a bedroom on the second floor.

Council is advised of the zoning map and the proposed site plan, proposed floor plans, and the proposed building elevations.

The Zoning Board of Appeals recommended approval of the requested corner yard variations.

Council commends the proposed additions and the architectural design.

Trustee Albinson, seconded by Trustee Dalman, moved to waive introduction of Ordinance No. M-17-2024. By voice vote, the motion carried unanimously.

Trustee Albinson, seconded by Trustee Dalman, moved to adopt Ordinance No. M-17-2024. By roll call vote, the motion carried. Ayes: Trustees Albinson, Apatoff, Dalman, Dearborn, and Handler. Nays: None. Absent: Trustee Orsic.

- b) Ordinance No. M-18-2024: An Ordinance Granting a Variation from the Winnetka Zoning Ordinance to Allow the Construction of an Additions to an Existing Residence within the R-2 Single Family Residential District (270 Birch Street) (Introduction)

Assistant Community Development Director Ann Klaassen advises Council of a request to construct a one-story attached garage addition on the front elevation of the existing residence.

Council is advised of the proposed site plan, proposed floor plans, and the proposed building elevations.

The Zoning Board of Appeals recommended approval of the requested front yard variation, however, while one public comment was received in support of the request, one member of the public spoke in opposition to the request.

The property owner, Alexandra Kaehler, addresses Council regarding the intent of the consideration of locations of the garage, concerns regarding blockage of neighbor sight lines, and restoration of the property.

Council discusses concerns regarding the proposed scale of the garage, matters regarding impermeable surface, location and placement the of proposed garage, impingement of sight lines, and landscaping designs.

Alexandra Kaehler advises Council of various alternative options that may be considered in place of a three car garage.

Public Comment.

Alexandra Nichols expresses concerns regarding permitting, expansion of the garage, approval of a variance, and construction disruption.

Council directs the applicant to provide an updated design plan reducing the garage to a two-car garage and updated sight plan displaying set back of the new garage.

Trustee Dearborn, seconded by Trustee Dalman, moved to introduce Ordinance No. M-18-2024 with the modification that the garage be reduced to a two-car garage. By voice vote, the motion carried unanimously.

- 9) Old Business. None.

- 10) New Business. None.

- 11) Appointments: None.

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

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

The Council adjourned into Closed Session at 8:08 p.m.

13) Adjournment. The Closed Session meeting ended at 8:39 p.m.

Recording Secretary



Agenda Item Executive Summary

TITLE: Approval of Warrant List Dated November 29, 2024 - December 12, 2024

PRESENTER: Robert M. Bahan

AGENDA DATE: December 17, 2024

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

None.

EXECUTIVE SUMMARY:

The Warrant List Dated November 29, 2024 - December 12, 2024.

RECOMMENDATION:

Consider Approving the Warrant List Dated November 29, 2024 - December 12, 2024.

ATTACHMENTS:

None



Agenda Item Executive Summary

TITLE: Resolution No. R-89-2024: Approving Closed Session Minutes, Determining the Need to Keep Minutes of Certain Closed Meetings of the Village Council Confidential, and Authorizing the Destruction of Verbatim Recordings of Certain Closed Meetings of the Village Council (Adoption)

PRESENTER: Kristin Kazenas

AGENDA DATE: December 17, 2024

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

None.

EXECUTIVE SUMMARY:

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

The Village's longtime practice has been to authorize the destruction of verbatim recordings when eligible to do so. Accordingly, the proposed resolution would authorize the destruction of verbatim recordings that are older than 18 months in accordance with the OMA, approve all minutes of closed meetings of the Village Council that have taken place between May 7, 2024 and October 15, 2024, as outlined in Exhibit A; and determine that a need for confidentiality remains as to certain closed minutes, as outlined in Exhibit B. Finally, the resolution authorizes public inspection of the written minutes of all closed meetings that took place prior to October 15, 2024, other than the closed meetings that are outlined in Exhibit B, where a need for confidentiality still exists.

RECOMMENDATION:

Consider approval of Resolution No. R-89-2024 Approving Closed Session Minutes, Determining the Need to Keep Minutes of Certain Closed Meetings of the Village Council Confidential, and Authorizing the Destruction of Verbatim Recordings of Certain Closed Meetings of the Village Council.

ATTACHMENTS:

1. Resolution No. R-89-2024 - Approving Closed Session Minutes, Determining Confidentiality, & Authorizing Destruction of Verbatim Recordings

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

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

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

WHEREAS, pursuant to Section 2.06(c) of the Act, the Village Council has determined that it will serve and be in the best interest of the Village to destroy the audiotaped verbatim recordings of those Closed Meetings that occurred prior to June 17, 2023; and

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

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

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

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

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

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

SECTION 4: PUBLIC INSPECTION OF WRITTEN MINUTES OF CLOSED MEETINGS. The President and Village Council hereby authorizes the public inspection of the written minutes of all Closed Meetings that took place prior to October 15, 2024, other than the Closed Meetings that took place on the dates set forth in **Exhibit B** to this Resolution.

SECTION 5: DESTRUCTION OF VERBATIM RECORDINGS. The President and Village Council authorize and direct the Village Clerk to destroy all verbatim audio recordings of all Closed Meetings held prior to June 17, 2023.

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

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

ADOPTED this 17th day of December, 2024, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

Signed:

Village President

Countersigned:

Village Clerk

EXHIBIT A

APPROVAL OF CLOSED SESSION MINUTES OF THE VILLAGE COUNCIL

May 7, 2024

May 14, 2024

May 21, 2024

June 4, 2024

June 11, 2024

August 6, 2024

October 15, 2024

December 17, 2024

R-89-2024

EXHIBIT B

CLOSED MEETINGS FOR WHICH A NEED FOR CONFIDENTIALITY EXISTS

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



Agenda Item Executive Summary

TITLE: Resolution No. R-90-2024: Approving a Contract with Northern Divers USA for Dredging Services at the Electric Plant (Adoption)

PRESENTER: Nicholas Narhi

AGENDA DATE: December 17, 2024

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

2025 Electric Fund Budget contains \$660,000 for dredging of the intake and cooling ponds at the Electric Plant.

EXECUTIVE SUMMARY:

The Water & Electric Department requested bids (Bid #24-019) for the dredging of the intake pond at the Electric Plant. This work is being performed to remove material (sand) that has been carried in from the lake. The work scope includes mechanical dredging of approximately 2,441 cubic yards of sand from the pond and disposal of the removed material.

Over time, sand tends to accumulate on the east end of the two ponds from wind and wave action along the shoreline. At this time, staff is addressing the accumulated material in the intake pond. The sand is impeding the flow of water to the pump house. The contractor will be responsible for removing the sand from the ponds, de-watering it on the pier, and transporting it offsite.

Approximately 60 cubic yards will be transported to the Public Works Yards for backfill material. The remainder of the material will be disposed of by the contractor. In order to insure no disruption to the generation requirements in place during the summer months, the work is to be performed by mid-May or delayed until October 1st.

The bid was established with unit prices for mobilization, excavation and trucking (Exhibit B). A summary of the bid results is as follows:

Earthwerks: \$300,000
Northern Divers: \$627,318
Aldridge Electric: \$718,200
Lenny Hoffman Excavating: \$760,007

Earthwerks did not attend the mandatory pre-bid meeting and their bid is therefore deemed non-responsive. The other three bidders did attend the meeting.

This project was originally scheduled for FY2024 and was supposed to take place prior to the end of

the year. Due to insufficient funding, the project as carried over into FY2025 and budgeted for accordingly in the 2025 Budget and CIP. Since the work will occur next year, Northern Divers has notified the Village to expect an increase in the price up to five percent over the original total. Even with the increase, they are still the low apparent bidder for the work.

Resolution No. R-90-2024, prepared by the Village Attorney, authorizes the Village President and Village Clerk to execute and attest an agreement with Northern Divers for dredging work.

RECOMMENDATION:

Consider adoption of Resolution No. R-90-2024, awarding a contract to Northern Divers for dredging services in an amount not to exceed \$658,684.

ATTACHMENTS:

1. Resolution No. R-90-2024: Approving a Contract with Northern Divers USA for Dredging Services at the Electric Plant (Adoption)
2. Exhibit B - Bid Tabulation

RESOLUTION NO. R-90-2024

**A RESOLUTION APPROVING A CONTRACT WITH
NORTHERN DIVERS USA FOR DREDGING SERVICES AT THE ELECTRIC PLANT**

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

WHEREAS, on August 19, 2024, the Village issued Bid #024-019 ("***Request for Bids***") for professional services regarding dredging of the intake and cooling ponds at the Village's Electric Plant ("***Services***"), which Services include removing material that has been carried in from the lake, mechanical dredging of approximately 2,441 cubic yards of sand from the pond and disposal of the removed material; and

WHEREAS, the Village received four bids ("***Bids***") to provide the Services; and

WHEREAS, pursuant to Chapter 4.12 of the Village Code and the Village's purchasing manual, the Village Council has determined that Northern Divers USA of Spring Grove, Illinois ("***Contractor***"), is the lowest responsive and responsible bidder to provide the Services; and

WHEREAS, the FY2025 Electric Fund budget contains funding for the Services; and

WHEREAS, the Village Council desires to enter into a contract with Contractor for the performance of the Services in an amount not to exceed \$658,684 ("***Contract***"); and

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

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

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

SECTION 2: APPROVAL OF CONTRACT. The Village Council hereby approves the Contract in substantially the form attached to this Resolution as **Exhibit A** and in a final form approved by the Village Attorney.

SECTION 3: AUTHORIZATION TO EXECUTE CONTRACT. The Village Council hereby authorizes and directs the Village President and the Village Clerk to execute and attest, respectively, on behalf of the Village, the final Contract after receipt by the Village Manager of two executed copies of the final Contract from Contractor; provided, however, that if the Village Manager does not receive two executed copies of the final Contract from Contractor within 60 days after the date of adoption of this Resolution, then this authority to execute and seal the final Contract will, at the option of the Village Council, be null and void.

December 17, 2024

R-90-2024

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

ADOPTED this 17th day of December, 2024, pursuant to the following roll call vote:

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

Signed

Village President

Countersigned:

Village Clerk

EXHIBIT A
CONTRACT

December 17, 2024

R-90-2024

**EXHIBIT A
VILLAGE OF WINNETKA
CONTRACT FOR THE DREDGING OF ELECTRIC
PLANT INTAKE AND DISCHARGE PONDS**

Contract Number: ***RFB #024-019***

EXHIBIT A

VILLAGE OF WINNETKA CONTRACT FOR THE DREDGING OF ELECTRIC PLANT INTAKE AND DISCHARGE PONDS

Contract Number: *RFB #024-019*

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**VILLAGE OF WINNETKA
CONTRACT FOR THE
DREDGING OF ELECTRIC PLANT INTAKE AND DISCHARGE PONDS**

Contract Number: **RFB #024-019**

In consideration of the mutual promises set forth below, the **Village of Winnetka, 510 Green Bay Road, Winnetka, IL 60093**, an Illinois municipal corporation (“Owner”), and **Northern Divers USA** (“Contractor”), make this Contract as December 17, 2024, (the “Effective Date”) and hereby agree as follows:

ARTICLE I: THE WORK

1.1 Performance of the Work

Contractor, at its sole cost and expense, must provide, perform, and complete all of the following, all of which is herein referred to as the “Work”:

1. Labor, Equipment, Materials, and Supplies. Provide, perform, and complete, in the manner described and specified in this Contract, all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data, and other means and items necessary to accomplish the Project at the Work Site, both as defined in Attachment A, in accordance with the specifications attached hereto as Attachment B, the Documents/Drawings identified in the list attached hereto as Attachment C.
2. Permits. Except as otherwise provided in Attachment A, procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith.
3. Bonds and Insurance. Procure and furnish all Bonds and all certificates and policies of insurance specified in this Contract.
4. Taxes. Pay all applicable federal, state, and local taxes.
5. Miscellaneous. Do all other things required of Contractor by this Contract, including without limitation arranging for utility and other services needed for the Work and for testing, including the installation of temporary utility lines, wiring, switches, fixtures, hoses, connections, and meters, and providing sufficient sanitary conveniences and shelters to accommodate all workers and all personnel of Owner engaged in the Work.

EXHIBIT A

CONTRACT

6. Quality. Provide, perform, and complete all of the foregoing in a proper and workmanlike manner, consistent with the highest standards of professional and construction practices and in full compliance with, and as required by or pursuant to, this Contract, and with the greatest economy, efficiency, and expedition consistent therewith, with only new, undamaged and first quality equipment, materials, and supplies.

1.2 Commencement and Completion Dates

Contractor must commence the Work not later than the "*Commencement Date*" set forth on Attachment A and must diligently and continuously prosecute the Work at such a rate as will allow the Work to be fully provided, performed, and completed in full compliance with this Contract not later than the "*Completion Date*" set forth in Attachment A. The time of commencement, rate of progress, and time of completion are referred to in this Contract as the "*Contract Time*."

1.3 Required Submittals

A. Submittals Required. Contractor must submit to Owner all documents, data, and information specifically required to be submitted by Contractor under this Contract and must, in addition, submit to Owner all such Documents/Drawings, specifications, descriptive information, and engineering documents, data, and information as may be required, or as may be requested by Owner, to show the details of the Work, including a complete description of all equipment, materials, and supplies to be provided under this Contract ("*Required Submittals*"). Such details must include, but are not limited to, design data, structural and operating features, principal dimensions, space required or provided, clearances required or provided, type and brand of finish, and all similar matters, for all components of the Work.

B. Number and Format. Contractor must provide *[three]* complete sets for each Required Submittal. All Required Submittals, except Documents/Drawings, must be prepared on white 8-1/2" x 11".

C. Time of Submission and Owner's Review. All Required Submittals must be provided to Owner no later than the time, if any, specified in this Contract for their submission or, if no time for submission is specified, in sufficient time, in Owner's sole opinion, to permit Owner to review the same prior to the commencement of the part of the Work to which they relate and prior to the purchase of any equipment, materials, or supplies that they describe. Owner will have the right to require such corrections as may be necessary to make such submittals conform to this Contract. All such submittals will, after final processing and review with no exception noted by Owner, become a part of this Contract. No Work related to any submittal may be performed by Contractor until Owner has completed review of such submittal with no exception noted. Owner's review and stamping of any Required Submittal will be for the sole purpose of examining the general management, design, and details of the proposed Work, does not relieve Contractor of the entire responsibility for the performance of the Work in full compliance with, and as required by or pursuant to this Contract, and may not be regarded as any assumption of risk or liability by Owner.

D. Responsibility for Delay. Contractor is responsible for any delay in the Work due to delay in providing Required Submittals conforming to this Contract.

1.4 Review and Interpretation of Contract Provisions

Contractor represents and warrants that it has carefully reviewed this Contract, including all of its Attachments, and the Documents/Documents/Drawings identified in Attachment C, all of which are by this reference incorporated into and made a part of this Contract. Contractor must, at no increase in the Contract Price, provide workmanship, equipment, materials, and supplies that fully conform to this Contract. Whenever any equipment, materials or supplies are specified or described in this Contract by using the name or other identifying feature of a proprietary product or the name or other identifying feature of a particular manufacturer or vendor, the specific item mentioned is understood as establishing the type, function and quality desired. Other manufacturers' or vendors' products may be accepted, provided that the products proposed are equivalent in substance and function to those named as determined by Owner in its sole and absolute discretion.

Contractor must promptly notify Owner of any discrepancy, error, omission, ambiguity, or conflict among any of the provisions of this Contract before proceeding with any Work affected thereby. If Contractor fails to give such notice to Owner, then the subsequent decision of Owner as to which provision of this Contract governs is final, and any corrective work required does not entitle Contractor to any damages, to any compensation in excess of the Contract Price, or to any delay or extension of the Contract Time.

When the equipment, materials, or supplies furnished by Contractor cannot be installed as specified in this Contract, Contractor must, without any increase in the Contract Price, make all modifications required to properly install the equipment, materials, or supplies. Any such modification is subject to the prior review and consent of Owner.

1.5 Conditions at the Work Site; Record Documents/Drawings

Contractor represents and warrants that it has had a sufficient opportunity to conduct a thorough investigation of the Work Site and the surrounding area and has completed such investigation to its satisfaction. Contractor will have no claim for damages, for compensation in excess of the Contract Price, or for a delay or extension of the Contract Time based upon conditions found at, or in the vicinity of, the Work Site. When information pertaining to subsurface, underground or other concealed conditions, soils analysis, borings, test pits, utility locations or conditions, buried structures, condition of existing structures, and other investigations is or has been provided by Owner, or is or has been otherwise made available to Contractor by Owner, such information is or has been provided or made available solely for the convenience of Contractor and is not part of this Contract. Owner assumes no responsibility whatever in respect to the sufficiency or accuracy of such information, and there is no guaranty or warranty, either expressed or implied, that the conditions indicated are representative of those existing throughout the Work or the Work Site, or that the conditions indicated are

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representative of those existing at any particular location, or that the conditions indicated may not change, or that unanticipated conditions may not be present.

Contractor is solely responsible for locating all existing underground installations by prospecting no later than two workdays prior to any scheduled excavation or trenching, whichever is earlier. Contractor must check all dimensions, elevations, and quantities indicated in this Contract within the same time period as set forth above for prospecting underground installations. Contractor must lay out the Work in accordance with this Contract and must establish and maintain such locations, lines and levels. Wherever pre-existing work is encountered, Contractor must verify and be responsible for dimensions and location of such pre-existing work. Contractor must notify Owner of any discrepancy between the dimensions, elevations and quantities indicated in this Contract and the conditions of the Work Site or any other errors, omissions or discrepancies which Contractor may discover during such inspections. Full instructions will be furnished by Owner should such error, omission, or discrepancy be discovered, and Contractor must carry out such instructions as if originally specified and without any increase in Contract Price.

Before Final Acceptance of the Work, Contractor must submit to Owner two sets of Documents/Drawings of Record, unless a greater number is specified elsewhere in this Contract, indicating all field deviations from Attachment B or the Documents/Drawings identified in Attachment C.

1.6 Technical Ability to Perform

Contractor represents and warrants that it is sufficiently experienced and competent, and has the necessary capital, facilities, plant, organization, and staff, to provide, perform and complete the Work in full compliance with, and as required by or pursuant to, this Contract.

1.7 Financial Ability to Perform

Contractor represents and warrants that it is financially solvent, and Contractor has the financial resources necessary to provide, perform and complete the Work in full compliance with, and as required by or pursuant to, this Contract.

1.8 Time

Contractor represents and warrants that it is ready, willing, able and prepared to begin the Work on the Commencement Date and that the Contract Time is sufficient time to permit completion of the Work in full compliance with, and as required by or pursuant to, this Contract for the Contract Price, all with due regard to all natural and man-made conditions that may affect the Work or the Work Site and all difficulties, hindrances, and delays that may be incident to the Work.

1.9 Safety at the Work Site

Contractor is solely and completely responsible for providing and maintaining safe conditions at the Work Site, including the safety of all persons and property during performance of the Work. This requirement applies continuously and is not limited to normal working hours. Contractor must take all safety precautions as necessary to comply with all applicable laws and to prevent injury to persons and damage to property.

Contractor must conduct all of its operations without interruption or interference with vehicular and pedestrian traffic on public and private rights-of-way, unless it has obtained permits therefor from the proper authorities. If any public or private right-of-way are rendered unsafe by Contractor's operations, Contractor must make such repairs or provide such temporary ways or guards as are acceptable to the proper authorities.

1.10 Cleanliness of the Work Site and Environs

Contractor must keep the Work Site and adjacent areas clean at all times during performance of the Work and must, upon completion of the Work, leave the Work Site and adjacent areas in a clean and orderly condition.

1.11 Damage to the Work, the Work Site, and Other Property

The Work and everything pertaining thereto is provided, performed, completed, and maintained at the sole risk and cost of Contractor from the Commencement Date until Final Payment. Contractor is fully responsible for the protection of all public and private property and all persons. Without limiting the foregoing, Contractor must, at its own cost and expense, provide all permanent and temporary shoring, anchoring and bracing required by the nature of the Work in order to make all parts absolutely stable and rigid, even when such shoring, anchoring and bracing is not explicitly specified, and support and protect all buildings, bridges, roadways, conduits, wires, water pipes, gas pipes, sewers, pavements, curbs, sidewalks, fixtures and landscaping of all kinds and all other public or private property that may be encountered or endangered in providing, performing and completing the Work. Contractor will have no claim against Owner because of any damage or loss to the Work or to Contractor's equipment, materials, or supplies from any cause whatsoever, including damage or loss due to simultaneous work by others. Contractor must, promptly and without charge to Owner, repair or replace, to the satisfaction of Owner, any damage done to, and any loss suffered by, the Work and any damage done to, and any loss suffered by, the Work Site or other property as a result of the Work. Notwithstanding any other provision of this Contract, Contractor's obligations under this Section exist without regard to, and may not be construed to be waived by, the availability or unavailability of any insurance, either of Owner or Contractor, to indemnify, hold harmless, or reimburse Contractor for the cost of any repair or replacement work required by this Section.

1.12 Subcontractors and Suppliers

A. Approval and Use of Subcontractors and Suppliers. Contractor must perform the Work with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved by Owner in writing. All subcontractors, suppliers, and subcontracts used by Contractor must be acceptable to, and approved in advance by, Owner. Owner's approval of any subcontractor, supplier, and subcontract does not relieve Contractor of full responsibility and liability for the provision, performance, and completion of the Work in full compliance with, and as required by or pursuant to, this Contract. All Work performed under any subcontract is subject to all of the provisions of this Contract in the same manner as if performed by employees of Contractor. Every reference in this Contract to "Contractor" is deemed also to refer to all subcontractors and suppliers of Contractor. Every subcontract must include a provision binding the subcontractor or supplier to all provisions of this Contract.

B. Removal of Subcontractors and Suppliers. If any subcontractor or supplier fails to perform the part of the Work undertaken by it in a manner satisfactory to Owner, Contractor must immediately upon notice from Owner terminate such subcontractor or supplier. Contractor will have no claim for damages, for compensation in excess of the Contract Price, or for a delay or extension of the Contract Time as a result of any such termination.

1.13 Simultaneous Work By Others

Owner has the right to perform or have performed such other work as Owner may desire in, about, or near the Work Site during the performance of the Work by Contractor. Contractor must make every reasonable effort to perform the Work in such manner as to enable both the Work and such other work to be completed without hindrance or interference from each other. Contractor must afford Owner and other contractors reasonable opportunity for the execution of such other work and must properly coordinate the Work with such other work.

1.14 Occupancy Prior to Final Payment

Owner will have the right, at its election, to occupy, use, or place in service any part of the Work prior to Final Payment. Such occupancy, use, or placement in service must be conducted in such manner as not to damage any of the Work or to unreasonably interfere with the progress of the Work. No such occupancy, use, or placement in service may be construed as an acceptance of any of the Work or a release or satisfaction of Contractor's duty to insure and protect the Work, nor may it, unless conducted in an unreasonable manner, be considered as an interference with Contractor's provision, performance, or completion of the Work.

1.15 Owner's Right to Terminate or Suspend Work for Convenience

A. Termination or Suspension for Convenience. Owner has the right, for its convenience, to terminate or suspend the Work in whole or in part at any time by written notice to Contractor. Every such notice must state the extent and effective date of such termination or suspension. On such effective date, Contractor must, as and to the extent directed, stop Work

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under this Contract, cease all placement of further orders or subcontracts, terminate or suspend Work under existing orders and subcontracts, cancel any outstanding orders or subcontracts that may be cancelled, and take any action necessary to protect any property in its possession in which Owner has or may acquire any interest and to dispose of such property in such manner as may be directed by Owner.

B. Payment for Completed Work. In the event of any termination pursuant to Subsection 1.15A above, Owner must pay Contractor (1) such direct costs, excluding overhead, as Contractor has paid or incurred for all Work done in compliance with, and as required by or pursuant to, this Contract up to the effective date of termination together with ten percent of such costs for overhead and profit; and (2) such other costs pertaining to the Work, exclusive of overhead and profit, as Contractor may have reasonably and necessarily incurred as the result of such termination. Any such payment may be offset by any prior payment or payments and is subject to Owner's rights to withhold and deduct as provided in this Contract.

ARTICLE II: CHANGES AND DELAYS

2.1 Changes

Owner has the right, by written order executed by Owner, to make changes in the Contract, the Work, the Work Site, and the Contract Time ("*Change Order*"). If any Change Order causes an increase or decrease in the amount of the Work, an equitable adjustment in the Contract Price or Contract Time may be made. All claims by Contractor for an equitable adjustment in either the Contract Price or the Contract Time must be made within two business days following receipt of such Change Order, and may, if not made prior to such time, be conclusively deemed to have been waived. No decrease in the amount of the Work caused by any Change Order will entitle Contractor to make any claim for damages, anticipated profits, or other compensation.

2.2 Delays

A. Extensions for Unavoidable Delays. For any delay that may result from causes that could not be avoided or controlled by Contractor, Contractor must, upon timely written application, be entitled to issuance of a Change Order providing for an extension of the Contract Time for a period of time equal to the delay resulting from such unavoidable cause. No extension of the Contract Time will be allowed for any other delay in completion of the Work.

B. No Compensation for Delays. No payment, compensation, damages, or adjustment of any kind, other than the extension of the Contract Time provided in Subsection 2.2A above, may be made to, or claimed by, Contractor because of hindrances or delays from any cause in the commencement, prosecution, or completion of the Work, whether caused by Owner or any other party and whether avoidable or unavoidable.

**ARTICLE III: CONTRACTOR'S RESPONSIBILITY
FOR DEFECTIVE WORK**

3.1 Inspection; Testing; Correction of Defects

A. Inspection. Until Final Payment, all parts of the Work are subject to inspection and testing by Owner or its designated representatives. Contractor must furnish, at its own expense, all reasonable access, assistance, and facilities required by Owner for such inspection and testing.

B. Re-Inspection. Re-inspection and re-testing of any Work may be ordered by Owner at any time, and, if so ordered, any covered or closed Work must be uncovered or opened by Contractor. If the Work is found to be in full compliance with this Contract, then Owner must pay the cost of uncovering, opening, re-inspecting, or re-testing, as the case may be. If such Work is not in full compliance with this Contract, then Contractor must pay such cost.

C. Correction. Until Final Payment, Contractor must, promptly and without charge, repair, correct, or replace all or any part of the Work that is defective, damaged, flawed, or unsuitable or that in any way fails to conform strictly to the requirements of this Contract.

3.2 Warranty of Work

A. Scope of Warranty. Contractor warrants that the Work and all of its components will be free from defects and flaws in design, workmanship, and materials; must strictly conform to the requirements of this Contract; and will be fit, sufficient, and suitable for the purposes expressed in, or reasonably inferred from, this Contract. The warranty herein expressed is in addition to any other warranties expressed in this Contract, or expressed or implied by law, which are hereby reserved unto Owner.

B. Repairs; Extension of Warranty. Contractor, promptly and without charge, must correct any failure to fulfill the above warranty that may be discovered or develop at any time within one year after Final Payment or such longer period as may be prescribed in Attachment B to this Contract or by law. The above warranty may be extended automatically to cover all repaired and replacement parts and labor provided or performed under such warranty and Contractor's obligation to correct Work may be extended for a period of one year from the date of such repair or replacement. The time period established in this Subsection 3.2B relates only to the specific obligation of Contractor to correct Work and may not be construed to establish a period of limitation with respect to other obligations that Contractor has under this Contract.

C. Subcontractor and Supplier Warranties. Whenever Attachment B requires a subcontractor or supplier to provide a guaranty or warranty, Contractor is solely responsible for obtaining said guaranty or warranty in form satisfactory to Owner and assigning said warranty or guaranty to Owner. Acceptance of any assigned warranties or guaranties by Owner is a precondition to Final Payment and does not relieve Contractor of any of its guaranty or warranty obligations under this Contract.

3.3 Owner's Right to Correct

If, within two business days after Owner gives Contractor notice of any defect, damage, flaw, unsuitability, nonconformity, or failure to meet warranty subject to correction by Contractor pursuant to Section 3.1 or Section 3.2 of this Contract, Contractor neglects to make, or undertake with due diligence to make, the necessary corrections, then Owner is entitled to make, either with its own forces or with contract forces, the corrections and to recover from Contractor all resulting costs, expenses, losses, or damages, including attorneys' fees and administrative expenses.

ARTICLE IV: FINANCIAL ASSURANCES

4.1 Bonds

Contemporaneous with Contractor's execution of this Contract, Contractor must provide a Performance Bond and a Labor and Material Payment Bond, on forms provided by, or otherwise acceptable to, Owner, from a surety company licensed to do business in the State of Illinois with a general rating of A and a financial size category of Class X or better in Best's Insurance Guide, each in the penal sum of the Contract Price ("*Bonds*"). Contractor, at all times while providing, performing, or completing the Work, including, without limitation, at all times while correcting any failure to meet warranty pursuant to Section 3.2 of this Contract, must maintain and keep in force, at Contractor's expense, the Bonds required hereunder.

4.2 Insurance

Contemporaneous with Contractor's execution of this Contract, Contractor must provide certificates and policies of insurance evidencing the minimum insurance coverages and limits set forth in Attachment A. For good cause shown, Owner may extend the time for submission of the required policies of insurance upon such terms, and with such assurances of complete and prompt performance, as Owner may impose in the exercise of its sole discretion. Such policies must be in a form, and from companies, acceptable to Owner. Such insurance must provide that no change, modification in, or cancellation of any insurance becomes effective until the expiration of 30 days after written notice thereof has have been given by the insurance company to Owner. Contractor must, at all times while providing, performing, or completing the Work, including, without limitation, at all times while correcting any failure to meet warranty pursuant to Section 3.2 of this Contract, maintain and keep in force, at Contractor's expense, the minimum insurance coverages and limits set forth in Attachment A.

4.3 Indemnification

Contractor hereby agrees to and will indemnify, save harmless, and defend Owner and all of its elected officials, officers, employees, attorneys, agents, and representatives against any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses, including attorneys' fees and administrative expenses, that may arise, or be alleged to have arisen, out of or in connection with Contractor's performance of, or failure to perform, the Work or any part thereof, whether or not due or claimed to be due in whole or in part to the active, passive, or concurrent negligence or fault of Contractor, except to the extent caused solely by the negligence of Owner.

ARTICLE V: PAYMENT

5.1 Contract Price

Owner must pay to Contractor, in accordance with and subject to the terms and conditions set forth in this Article V and Attachment A, and Contractor must accept in full satisfaction for providing, performing, and completing the Work, the amount or amounts set forth in Attachment A (the "*Contract Price*"), subject to any additions, deductions, or withholdings provided for in this Contract.

5.2 Taxes and Benefits

Owner is exempt from and will not be responsible to pay, or reimburse Contractor for, any state or local sales, use, or excise taxes. The Contract Price includes all other applicable federal, state, and local taxes of every kind and nature applicable to the Work as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits. All claim or right to claim additional compensation by reason of the payment of any such tax, contribution, or premium is hereby waived and released by Contractor.

5.3 Progress Payments

A. Payment in Installments. The Contract Price must be paid in monthly installments in the manner set forth in Attachment A ("*Progress Payments*").

B. Pay Requests. Contractor must, as a condition precedent to its right to receive each Progress Payment, submit to Owner a pay request in the form provided by Owner ("*Pay Request*"). The first Pay Request must be submitted not sooner than 30 days following commencement of the Work. Owner may, by written notice to Contractor, designate a specific day of each month on or before which Pay Requests must be submitted. Each Pay Request must include (a) Contractor's certification of the value of, and partial or final waivers of lien covering, all Work for which payment is then requested and (b) Contractor's certification that all prior Progress Payments have been properly applied to the payment or reimbursement of the costs with respect to which they were paid.

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C. Work Entire. This Contract and the Work are entire and the Work as a whole is of the essence of this Contract. Notwithstanding any other provision of this Contract, each and every part of this Contract and of the Work are interdependent and common to one another and to Owner's obligation to pay all or any part of the Contract Price or any other consideration for the Work. Any and all Progress Payments made pursuant to this Article are provided merely for the convenience of Contractor and for no other purpose.

5.4 Final Acceptance and Final Payment

A. Notice of Completion. When the Work has been completed and is ready in all respects for acceptance by Owner, Contractor must notify Owner and request a final inspection ("*Notice of Completion*"). Contractor's Notice of Completion must be given sufficiently in advance of the Completion Date to allow for scheduling of the final inspection and for completion or correction before the Completion Date of any items identified by such inspection as being defective, damaged, flawed, unsuitable, nonconforming, incomplete, or otherwise not in full compliance with, or as required by or pursuant to, this Contract ("*Punch List Work*").

B. Punch List and Final Acceptance. The Work may be finally accepted when, and only when, the whole and all parts thereof have been completed to the satisfaction of Owner in full compliance with, and as required by or pursuant to, this Contract. Upon receipt of Contractor's Notice of Completion, Owner must make a review of the Work and notify Contractor in writing of all Punch List Work, if any, to be completed or corrected. Following Contractor's completion or correction of all Punch List Work, Owner must make another review of the Work and prepare and deliver to Contractor either a written notice of additional Punch List Work to be completed or corrected or a written notice of final acceptance of the Work ("*Final Acceptance*").

C. Final Payment. As soon as practicable after Final Acceptance, Contractor must submit to Owner a properly completed final Pay Request in the form provided by Owner ("*Final Pay Request*"). Owner must pay to Contractor the balance of the Contract Price, after deducting therefrom all charges against Contractor as provided for in this Contract ("*Final Payment*"). Final Payment must be made not later than 60 days after Owner approves the Final Pay Request. The acceptance by Contractor of Final Payment will operate as a full and complete release of Owner of and from any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses of, by, or to Contractor for anything done, furnished for, arising out of, relating to, or in connection with the Work or for or on account of any act or neglect of Owner arising out of, relating to, or in connection with the Work.

5.5 Liens

A. Title. Nothing in this Contract may be construed as vesting in Contractor any right of property in any equipment, materials, supplies, and other items provided under this Contract after they have been installed in, incorporated into, attached to, or affixed to, the Work or the Work Site. All such equipment, materials, supplies, and other items will, upon being so installed, incorporated, attached or affixed, become the property of Owner, but such title will not release Contractor from its duty to insure and protect the Work in accordance with the requirements of this Contract.

B. Waivers of Lien. Contractor must, from time to time at Owner's request and in any event prior to Final Payment, furnish to Owner such receipts, releases, affidavits, certificates, and other evidence as may be necessary to establish, to the reasonable satisfaction of Owner, that no lien against the Work or the public funds held by Owner exists in favor of any person whatsoever for or by reason of any equipment, material, supplies, or other item furnished, labor performed, or other thing done in connection with the Work or this Contract ("*Lien*") and that no right to file any Lien exists in favor of any person whatsoever.

C. Removal of Liens. If at any time any notice of any Lien is filed, then Contractor must, promptly and without charge, discharge, remove, or otherwise dispose of such Lien. Until such discharge, removal, or disposition, Owner will have the right to retain from any money payable hereunder an amount that Owner, in its sole judgment, deems necessary to satisfy such Lien and to pay the costs and expenses, including attorneys' fees and administrative expenses, of any actions brought in connection therewith or by reason thereof.

D. Protection of Owner Only. This Section does not operate to relieve Contractor's surety or sureties from any of their obligations under the Bonds, nor may it be deemed to vest any right, interest, or entitlement in any subcontractor or supplier. Owner's retention of funds pursuant to this Section is deemed solely for the protection of its own interests pending removal of such Liens by Contractor, and Owner will have no obligation to apply such funds to such removal but may, nevertheless, do so where Owner's interests would thereby be served.

5.6 Deductions

A. Owner's Right to Withhold. Notwithstanding any other provision of this Contract and without prejudice to any of Owner's other rights or remedies, Owner will have the right at any time or times, whether before or after approval of any Pay Request, to deduct and withhold from any Progress or Final Payment that may be or become due under this Contract such amount as may reasonably appear necessary to compensate Owner for any actual or prospective loss due to: (1) Work that is defective, damaged, flawed, unsuitable, nonconforming, or incomplete; (2) damage for which Contractor is liable under this Contract; (3) state or local sales, use, or excise taxes from which Owner is exempt; (4) Liens or claims of Lien regardless of merit; (5) claims of subcontractors, suppliers, or other persons regardless of merit; (6) delay in the progress or completion of the Work; (7) inability of Contractor to complete the Work; (8) failure of Contractor to properly complete or document any Pay Request; (9) any other failure of Contractor to perform any of its obligations under this

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Contract; or (10) the cost to Owner, including attorneys' fees and administrative costs, of correcting any of the aforesaid matters or exercising any one or more of Owner's remedies set forth in Section 6.3 of this Contract.

B. Use of Withheld Funds. Owner is entitled to retain any and all amounts withheld pursuant to Subsection 5.6A above until Contractor has either performed the obligations in question or furnished security for such performance satisfactory to Owner. Owner is entitled to apply any money withheld or any other money due Contractor under this Contract to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, attorneys' fees and administrative expenses incurred, suffered, or sustained by Owner and chargeable to Contractor under this Contract.

ARTICLE VI: DISPUTES AND REMEDIES

6.1 Dispute Resolution Procedure

A. Notice of Disputes and Objections. If Contractor disputes or objects to any requirement, direction, instruction, interpretation, determination, or decision of Owner, Contractor may notify Owner in writing of its dispute or objection and of the amount of any equitable adjustment to the Contract Price or Contract Time to which Contractor claims it will be entitled as a result thereof; provided, however, that Contractor must, nevertheless, proceed without delay to perform the Work as required, directed, instructed, interpreted, determined, or decided by Owner, without regard to such dispute or objection. Unless Contractor so notifies Owner within two business days after receipt of such requirement, direction, instruction, interpretation, determination, or decision, Contractor is conclusively deemed to have waived all such disputes or objections and all claims based thereon.

B. Negotiation of Disputes and Objections. To avoid and settle without litigation any such dispute or objection, Owner and Contractor agree to engage in good faith negotiations. Within three business days after Owner's receipt of Contractor's written notice of dispute or objection, a conference between Owner and Contractor will be held to resolve the dispute. Within three business days after the end of the conference, Owner must render its final decision, in writing, to Contractor. If Contractor objects to the final decision of Owner, then it must, within three business days, give Owner notice thereof and, in such notice, must state its final demand for settlement of the dispute. Unless Contractor so notifies Owner, Contractor will be conclusively deemed (1) to have agreed to and accepted Owner's final decision and (2) to have waived all claims based on such final decision.

6.2 Contractor's Remedies

If Owner fails or refuses to satisfy a final demand made by Contractor pursuant to Section 6.1 of this Contract, or to otherwise resolve the dispute which is the subject of such demand to the satisfaction of Contractor, within 10 days after receipt of such demand, then Contractor will be entitled to pursue such remedies, not inconsistent with the provisions of this Contract, as it may have in law or equity.

6.3 Owner's Remedies

If it should appear at any time prior to Final Payment that Contractor has failed or refused to prosecute, or has delayed in the prosecution of, the Work with diligence at a rate that assures completion of the Work in full compliance with the requirements of this Contract on or before the Completion Date, or has attempted to assign this Contract or Contractor's rights under this Contract, either in whole or in part, or has falsely made any representation or warranty in this Contract, or has otherwise failed, refused, or delayed to perform or satisfy any other requirement of this Contract or has failed to pay its debts as they come due ("*Event of Default*"), and has failed to cure any such Event of Default within five business days after Contractor's receipt of written notice of such Event of Default, then Owner will have the right, at its election and without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

1. Owner may require Contractor, within such reasonable time as may be fixed by Owner, to complete or correct all or any part of the Work that is defective, damaged, flawed, unsuitable, nonconforming, or incomplete; to remove from the Work Site any such Work; to accelerate all or any part of the Work; and to take any or all other action necessary to bring Contractor and the Work into strict compliance with this Contract.
2. Owner may perform or have performed all Work necessary for the accomplishment of the results stated in Paragraph 1 above and withhold or recover from Contractor all the cost and expense, including attorneys' fees and administrative costs, incurred by Owner in connection therewith.
3. Owner may accept the defective, damaged, flawed, unsuitable, nonconforming, incomplete, or dilatory Work or part thereof and make an equitable reduction in the Contract Price.
4. Owner may terminate this Contract without liability for further payment of amounts due or to become due under this Contract.
5. Owner may, without terminating this Contract, terminate Contractor's rights under this Contract and, for the purpose of completing or correcting the Work, evict Contractor and take possession of all equipment, materials, supplies, tools, appliances, plans, specifications, schedules, manuals, Documents/Drawings, and other papers relating to the Work, whether at the Work Site or elsewhere, and either complete or correct the Work with its own forces or contracted forces, all at Contractor's expense.
6. Upon any termination of this Contract or of Contractor's rights under this Contract, and at Owner's option exercised in writing, any or all subcontracts and supplier contracts of Contractor will be deemed to be assigned to Owner without any further action being required, but Owner may not thereby assume any

obligation for payments due under such subcontracts and supplier contracts for any Work provided or performed prior to such assignment.

7. Owner may withhold from any Progress Payment or Final Payment, whether or not previously approved, or may recover from Contractor, any and all costs, including attorneys' fees and administrative expenses, incurred by Owner as the result of any Event of Default or as a result of actions taken by Owner in response to any Event of Default.
8. Owner may recover any damages suffered by Owner.

6.4 Owner's Additional Remedy for Delay

If the Work is not completed by Contractor, in full compliance with, and as required by or pursuant to, this Contract, within the Contract Time as such time may be extended by Change Order, then Owner may invoke its remedies under Section 6.3 of this Contract or may, in the exercise of its sole and absolute discretion, permit Contractor to complete the Work but charge to Contractor, and deduct from any Progress or Final Payments, whether or not previously approved, administrative expenses and costs for each day completion of the Work is delayed beyond the Completion Date, computed on the basis of the "*Per Diem Administrative Charge*" set forth in Attachment A, as well as any additional damages caused by such delay.

6.5 Terminations and Suspensions Deemed for Convenience

Any termination or suspension of Contractor's rights under this Contract for an alleged default that is ultimately held unjustified will automatically be deemed to be a termination or suspension for the convenience of Owner under Section 1.15 of this Contract.

**ARTICLE VII: LEGAL RELATIONSHIPS
AND REQUIREMENTS**

7.1 Binding Effect

This Contract is binding on Owner and Contractor and on their respective heirs, executors, administrators, personal representatives, and permitted successors and assigns. Every reference in this Contract to a party is deemed to be a reference to the authorized officers, employees, agents, and representatives of such party.

7.2 Relationship of the Parties

Contractor will act as an independent Contractor in providing and performing the Work. Nothing in, nor done pursuant to, this Contract may be construed (1) to create the relationship of principal and agent, partners, or joint venturers between Owner and Contractor or (2) except as provided in Paragraph 6.3(6) above, to create any relationship between Owner and any subcontractor or supplier of Contractor.

7.3 No Collusion/Prohibited Interests

Contractor hereby represents that the only persons, firms, or corporations interested in this Contract as principals are those disclosed to Owner prior to the execution of this Contract, and that this Contract is made without collusion with any other person, firm, or corporation. If at any time it is found that Contractor has, in procuring this Contract, colluded with any other person, firm, or corporation, then Contractor will be liable to Owner for all loss or damage that Owner may suffer thereby, and this Contract will, at Owner's option, be null and void.

Contractor hereby represents and warrants that neither Contractor nor any person affiliated with Contractor or that has an economic interest in Contractor or that has or will have an interest in the Work or will participate, in any manner whatsoever, in the Work is acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism, and neither Contractor nor any person affiliated with Contractor or that has an economic interest in Contractor or that has or will have an interest in the Work or will participate, in any manner whatsoever, in the Work is, directly or indirectly, engaged in, or facilitating, the Work on behalf of any such person, group, entity or nation.

7.4 Assignment

Contractor may not (1) assign this Contract in whole or in part, (2) assign any of Contractor's rights or obligations under this Contract, or (3) assign any payment due or to become due under this Contract without the prior express written approval of Owner, which approval may be withheld in the sole and unfettered discretion of Owner; provided, however, that Owner's prior written approval will not be required for assignments of accounts, as defined in the Illinois Commercial Code, if to do so would violate Section 9-318 of the Illinois Commercial Code, 810 ILCS 5/9-318. Owner may assign this Contract, in whole or in part, or any or all of its rights or obligations under this Contract, without the consent of Contractor.

7.5 Confidential Information

All information supplied by Owner to Contractor for or in connection with this Contract or the Work must be held confidential by Contractor and may not, without the prior express written consent of Owner, be used for any purpose other than performance of the Work.

7.6 No Waiver

No examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by Owner, nor any order by Owner for the payment of money, nor any payment for, or use, occupancy, possession, or acceptance of, the whole or any part of the Work by Owner, nor any extension of time granted by Owner, nor any delay by Owner in exercising any right under this Contract, nor any other act or omission of Owner may constitute

EXHIBIT A

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or be deemed to be an acceptance of any defective, damaged, flawed, unsuitable, nonconforming or incomplete Work, equipment, materials, or supplies, nor operate to waive or otherwise diminish the effect of any warranty or representation made by Contractor; or of any requirement or provision of this Contract; or of any remedy, power, or right of Owner.

7.7 No Third Party Beneficiaries

No claim as a third party beneficiary under this Contract by any person, firm, or corporation other than Contractor may be made or be valid against Owner.

7.8 Notices

All notices required or permitted to be given under this Contract must be in writing and are deemed received by the addressee thereof when delivered in person on a business day at the address set forth below or on the third business day after being deposited in any main or branch United States post office, for delivery at the address set forth below by properly addressed, postage prepaid, certified or registered mail, return receipt requested.

Notices and communications to Owner must be addressed to, and delivered at, the following address:

Village of Winnetka	<u>with a copy to:</u>
510 Green Bay Road	Elrod Friedman, LLP
Winnetka, IL 60093	325 North LaSalle Street, Suite 450
Attention: <u>Robert Bahan</u>	Chicago, Illinois 60654
	Attention: <u>Peter M. Friedman</u>

Notices and communications to Contractor must be addressed to, and delivered at, the following address:

<u>[name of successful bidder]</u>	<u>with a copy to:</u>
<u>[address of successful bidder]</u>	_____
_____	_____

The foregoing may not be deemed to preclude the use of other non-oral means of notification or to invalidate any notice properly given by any such other non-oral means.

By notice complying with the requirements of this Section, Owner and Contractor each have the right to change the address or addressee or both for all future notices to it, but no notice of a change of address is effective until actually received.

7.9 Governing Laws

This Contract and the rights of Owner and Contractor under this Contract will be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois.

7.10 Changes in Laws

Unless otherwise explicitly provided in this Contract, any reference to laws includes such laws as they may be amended or modified from time to time.

7.11 Compliance with Laws

A. Compliance Required. Contractor must give all notices, pay all fees, and take all other action that may be necessary to ensure that the Work is provided, performed, and completed in accordance with all required governmental permits, licenses or other approvals and authorizations that may be required in connection with providing, performing, and completing the Work, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 et seq. (see Subsection C of this Section) (a copy of Owner's ordinance ascertaining the prevailing rate of wages, in effect as of the date of this Contract, has been attached as an Appendix to this Contract; if the Illinois Department of Labor revises the prevailing rate of hourly wages to be paid, the revised rate applies to this Contract); any other applicable prevailing wage laws; the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes requiring preference to laborers of specified classes; the Illinois Steel Products Procurement Act, 30 ILCS 565/1 et seq.; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., and the Public Works Discrimination Act, 775 ILCS 10/0.01 et seq.; and any statutes regarding safety or the performance of the Work, including the Illinois Underground Utility Facilities Damage Prevention Act, 220 ILCS 50/1 et seq., and the Occupational Safety and Health Act of 1970, 29 U.S.C. §§ 651 et seq.

B. Liability for Fines, Penalties. Contractor is solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Contractor's, or its subcontractors' or suppliers', performance of, or failure to perform, the Work or any part thereof.

C. Prevailing Wage Act. Contractor and each subcontractor, in order to comply with the Prevailing Wage Act, 820 ILCS 130/0.01 et seq. (the "*Act*"), must submit to the Village a certified payroll on a monthly basis, in accordance with Section 5 of the Act. The certified payroll must consist of a complete copy of those records required to be made and kept by the Act. The certified payroll must be accompanied by a statement signed by the Contractor or subcontractor that certifies that (1) such records are true and accurate, (2) the hourly rate paid is not less than the general prevailing rate of hourly wages required by the Act, and (3) the Contractor or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class B misdemeanor. Contractor may rely on the certification of a subcontractor, provided that Contractor does not knowingly rely on a subcontractor's false certification. On two business days' notice, Contractor and each subcontractor must make available for

EXHIBIT A

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inspection the records required to be made and kept by the Act (i) to the Village and its officers and agents and to the Director of the Illinois Department of Labor and his or her deputies and agents and (ii) at all reasonable hours at a location within the State.

D. Required Provisions Deemed Inserted. Every provision of law required by law to be inserted into this Contract is deemed to be inserted herein.

7.12 Compliance with Patents

A. Assumption of Costs, Royalties, and Fees. Contractor will pay or cause to be paid all costs, royalties, and fees arising from the use on, or the incorporation into, the Work, of patented equipment, materials, supplies, tools, appliances, devices, processes, or inventions.

B. Effect of Contractor Being Enjoined. Should Contractor be enjoined from furnishing or using any equipment, materials, supplies, tools, appliances, devices, processes, or inventions supplied or required to be supplied or used under this Contract, Contractor must promptly offer substitute equipment, materials, supplies, tools, appliances, devices, processes, or inventions in lieu thereof, of equal efficiency, quality, suitability, and market value, for review by Owner. If Owner should disapprove the offered substitutes and should elect, in lieu of a substitution, to have supplied, and to retain and use, any such equipment, materials, supplies, tools, appliances, devices, processes, or inventions as may by this Contract be required to be supplied, Contractor must pay such royalties and secure such valid licenses as may be requisite and necessary for Owner to use such equipment, materials, supplies, tools, appliances, devices, processes, or inventions without being disturbed or in any way interfered with by any proceeding in law or equity on account thereof. Should Contractor neglect or refuse to make any approved substitution promptly, or to pay such royalties and secure such licenses as may be necessary, then Owner will have the right to make such substitution, or Owner may pay such royalties and secure such licenses and charge the cost thereof against any money due Contractor from Owner or recover the amount thereof from Contractor and its surety or sureties notwithstanding that Final Payment may have been made.

7.13 Time

The Contract Time is of the essence of this Contract. Except where otherwise stated, references in this Contract to days is construed to refer to calendar days.

7.14 Severability

The provisions of this Contract will be interpreted when possible to sustain their legality and enforceability as a whole. In the event any provision of this Contract is held invalid, illegal, or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provision, nor the validity of any other provisions of this Contract will be in any way affected thereby.

EXHIBIT A

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7.15 Entire Agreement

This Contract sets forth the entire agreement of Owner and Contractor with respect to the accomplishment of the Work and the payment of the Contract Price therefor, and there are no other understandings or agreements, oral or written, between Owner and Contractor with respect to the Work and the compensation therefor.

7.16 Amendments

No modification, addition, deletion, revision, alteration or other change to this Contract is effective unless and until such change is reduced to writing and executed and delivered by Owner and Contractor.

IN WITNESS WHEREOF, Owner and Contractor have caused this Contract to be executed by their properly authorized representatives in two original counterparts as of the Effective Date.

Village of Winnetka

By: _____

Name: _____

Title: _____

Attest:

By: _____

Name: _____

Title: _____



[name of contractor] _____

By: _____

Name: Filippo Frosolone

Title: President

Attest:

By: _____

Name: Bonni Frosolone

Title: Vice President

EXHIBIT A



STATE OF ILLINOIS)
)
COUNTY OF COOK)

SS

CONTRACTOR'S CERTIFICATION

[contractor's executing officer], being first duly sworn on oath, deposes and states that all statements herein made are made on behalf of Contractor, that this deponent is authorized to make them, and that the statements contained herein are true and correct.

Contractor deposes, states, and certifies that Contractor is not barred from contracting with a unit of state or local government as a result of (i) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.; or (ii) a violation of the USA Patriot Act of 2001, 107 Public Law 56 (October 26, 2001) (the "*Patriot Act*") or other statutes, orders, rules, and regulations of the United States government and its various executive departments, agencies and offices related to the subject matter of the Patriot Act, including, but not limited to, Executive Order 13224 effective September 24, 2001.

DATED: 11/20/24, 2024.

[name of contractor]

By:

Name: FRANK FROSOLONE

Title: PRESIDENT

Attest:

By:

Name: KONNI FROSOLONE

Title: VICE PRESIDENT

Subscribed and Sworn to before me on NOVEMBER 20, 2024.

My Commission expires 2/21/25

Notary Public

(SEAL)



EXHIBIT A

ATTACHMENT A

VILLAGE OF WINNETKA CONTRACT FOR THE DREDGING ELECTRIC PLANT INTAKE POND

ATTACHMENT A

SUPPLEMENTAL SCHEDULE OF CONTRACT TERMS

1. **Project:**

The Work under this Contract shall consist of dredging the Electric Plant Intake and Discharge Ponds located at 725 Tower Road, Winnetka, IL 60093. Dredging must be performed by mechanical means; hydraulic dredging will not be allowed. The work shall consist of dredging the intake pond to a depth of approximately 5-6 feet and the discharge pond to a depth of approximately 5-7 feet, except as shown on the photographs and drawings. All material from the ponds shall be placed on the parking lot on the northwest side of the intake pond for dewatering and removal by the Contractor. The total estimated dredging quantity is 2,441 cubic yards. The dredged material will be properly disposed of and/or may be utilized by the contractor in any legal manner. No water or any other material from the dredging activities will be allowed to enter any area other than the parking lot or the ponds. The areas and section of the dredging are shown in the included photographs. The work shall be performed based on unit price for the various work activities. The Village reserves the right to adjust the amount of excavation based on site and budgetary considerations.

2. **Work Site:**

The Village of Winnetka Electric Plant, 725 Tower Road, Winnetka, IL 60093.

3. **Commencement Date:**

30 days after execution of the Contract by Owner.

4. **Completion Date:**

The work shall be scheduled and performed no later than December 20, 2024.

5. **Insurance Coverage:**

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ATTACHMENT A

A. Worker's Compensation and Employer's Liability with limits not less than:

- (1) Worker's Compensation: Statutory;
- (2) Employer's Liability: \$1,000,000 injury-per occurrence; \$1,000,000 disease-per employee; \$1,000,000 disease-policy limit

Such insurance must evidence that coverage applies in the State of Illinois.

B. Comprehensive Motor Vehicle Liability with a combined single limit of liability for bodily injury and property damage of not less than \$2,000,000 for vehicles owned, non-owned, or rented.

All employees must be included as insureds.

C. Comprehensive General Liability with coverage written on an "occurrence" basis and with limits no less than:

- (1) General Aggregate: \$5,000,000. See Subsection F below regarding use of umbrella coverage.
- (2) Bodily Injury: \$2,000,000 per person; \$2,000,000 per occurrence
- (3) Property Damage: \$2,000,000 per occurrence and \$5,000,000 aggregate.

Coverage must include:

- Premises / Operations
- Products / Completed Operations (to be maintained for two years after Final Payment)
- Independent Contractors
- Personal Injury (with Employment Exclusion deleted)
- Broad Form Property Damage Endorsement
- Blanket Contractual Liability (must expressly cover the indemnity provisions of the Contract)
- Bodily Injury and Property Damage

"X", "C", and "U" exclusions must be deleted.

Railroad exclusions must be deleted if Work Site is within 50 feet of any railroad track.

All employees must be included as insured.

EXHIBIT A

ATTACHMENT A

- D. Umbrella Policy. The required coverage may be in the form of an umbrella policy above \$2,000,000 primary coverage. All umbrella policies must provide excess coverage over underlying insurance on a following-form basis so that, when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover that loss.

8. Contract Price:

SCHEDULE OF PRICES

A. Unit Price Contract

For providing, performing, and completing all Work, the sum of the products resulting from multiplying the number of acceptable units of Unit Price Items listed below incorporated in the Work by the Unit Price set forth below for such Unit Price Item:



PAY ITEM	Unit Price (\$)	Estimated Quantity	Extended Price (\$)
Mobilization	25,000	1	25,000
Site clean-up and demobilization	75,000	1	75,000
Excavation, trucking & disposal of material (per cubic yard)	527,318	2,441	527,318
Total Cost:			627,318.00

(Contractor to provide estimated cubic yards per truck load: 10 to 12)

- B. Any items of Work not specifically listed or referred to in the Schedule of Prices, or not specifically included for payment under any Unit Price Item, shall be deemed incidental to the Contract Price, shall not be measured for payment, and shall not be paid for separately except as incidental to the Contract Price, including without limitation extraordinary equipment repair, the cost of transportation, packing, cartage, and containers, the cost of preparing schedules and submittals, the cost or rental of small tools or buildings, the cost of utilities

Quoted prices were for work in Q4 of 2024. Contractor estimates a 5% increase for 2025 (\$31,366.) They are still the low apparent bidder with this increase.

5% Increase in 2025: \$31,366
Total: \$658,684

EXHIBIT A

ATTACHMENT A

and sanitary conveniences, and any portion of the time of Bidder, its superintendents, or its office and engineering staff.

9. Progress Payments:

A. General. Owner must pay to Contractor 90 percent of the Value of Work, determined in the manner set forth below, installed and complete in place up to the day before the Pay Request, less the aggregate of all previous Progress Payments. The total amount of Progress Payments made prior to Final Acceptance by Owner may not exceed 90 percent of the Contract Price.

B. Value of Work. The Value of the Work will be determined as follows:

(1) Unit Price Items. For all Work to be paid on a unit price basis, the value of such Work will be determined by Owner on the basis of the actual number of acceptable units of Unit Price Items installed and complete in place, multiplied by the applicable Unit Price set forth in the Schedule of Prices. The actual number of acceptable units installed and complete in place will be measured on the basis described in Attachment B to the Contract or, in the absence of such description, on the basis determined by Owner. The number of units of Unit Price Items stated in the Schedule of Prices are Owner's estimate only and may not be used in establishing the Progress or Final Payments due Contractor. The Contract Price will be adjusted to reflect the actual number of acceptable units of Unit Price Items installed and complete in place upon Final Acceptance.

C. Application of Payments. All Progress and Final Payments made by Owner to Contractor will be applied to the payment or reimbursement of the costs with respect to which they were paid and will not be applied to or used for any pre-existing or unrelated debt between Contractor and Owner or between Contractor and any third party.

10. Per Diem Administrative Charge:

\$250.00 per day

11. Standard Specifications:

The Contract includes the following Illinois Department of Transportation standard specifications, each of which are incorporated into the Contract by reference:

"Standard Specifications for Water and Sewer Main Construction in Illinois" (SSWS)

The Contract also includes Owner's Village Code.

References to any of these manuals, codes, and specifications means the latest editions effective on the date of the bid opening.

**VILLAGE OF WINNETKA
CONTRACT FOR THE DREDGING OF ELECTRIC PLANT INTAKE
AND DISCHARGE PONDS**

ATTACHMENT B

SPECIFICATIONS

The Work under this Contract shall consist of dredging the Electric Plant Intake and Discharge Ponds located at 725 Tower Road, Winnetka, IL 60093. Dredging must be performed by mechanical means; hydraulic dredging will not be allowed. The work shall consist of dredging the intake pond to a depth of approximately 5-6 feet and the discharge pond to a depth of approximately 5-7 feet, except as shown on the photographs and drawings. All material from the ponds shall be placed on the parking lot on the northwest side of the intake pond for dewatering and removal by the Contractor. The total estimated dredging quantity is 2,441 cubic yards. The dredged material will be properly disposed of and/or may be utilized by the contractor in any legal manner. No water or any other material from the dredging activities will be allowed to enter any area other than the parking lot or the ponds. The areas and section of the dredging are shown in the included photographs. The work shall be performed based on unit price for the various work activities. The Village reserves the right to adjust the amount of excavation based on site and budgetary considerations.

Additional Requirements:

- Work will be performed during weekdays, Monday – Friday, during the hours of 7:00 a.m. – 7:00 p.m.
- Contractor personnel will not be allowed on site until 7:00 a.m. and must be offsite promptly at 7:00 p.m.
- Contractor will be responsible to remedy (i.e., clean-up) any sand and/or debris that falls from truck(s) on the driveway entrance to the facility and/or public roads. In the event that Contractor fails to promptly address clean-up of debris on the road and/or driveway, the Village will permitted to remedy the issue and charge the Contractor for any incurred cost. Any on-going clean up activity is considered incidental.
- The Contractor will begin dredging with the discharge pond and work from the west to the east. This will ensure that the area in need of the most dredging is addressed with the budget.
- At the completion of the project, the Contractor will clean the pier area used to de-water the dredged material.
- The Contractor is responsible for any permits and associated costs to dispose of the dredged material in a legal manner.
- Contractor will ensure that any water from dredged material is routed back to intake pond.
- Contractor will need to temporary block storm drains on north side of pier.

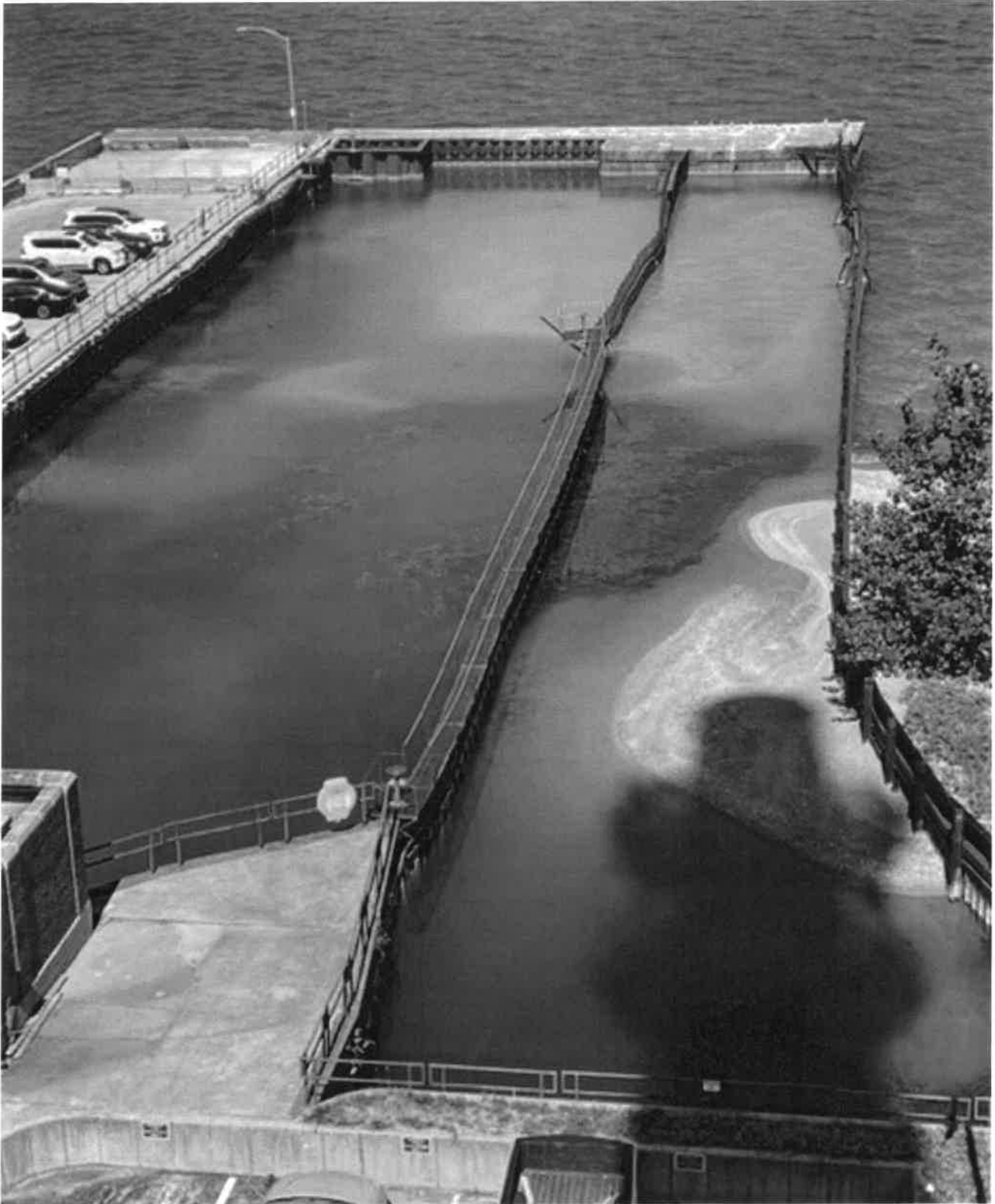
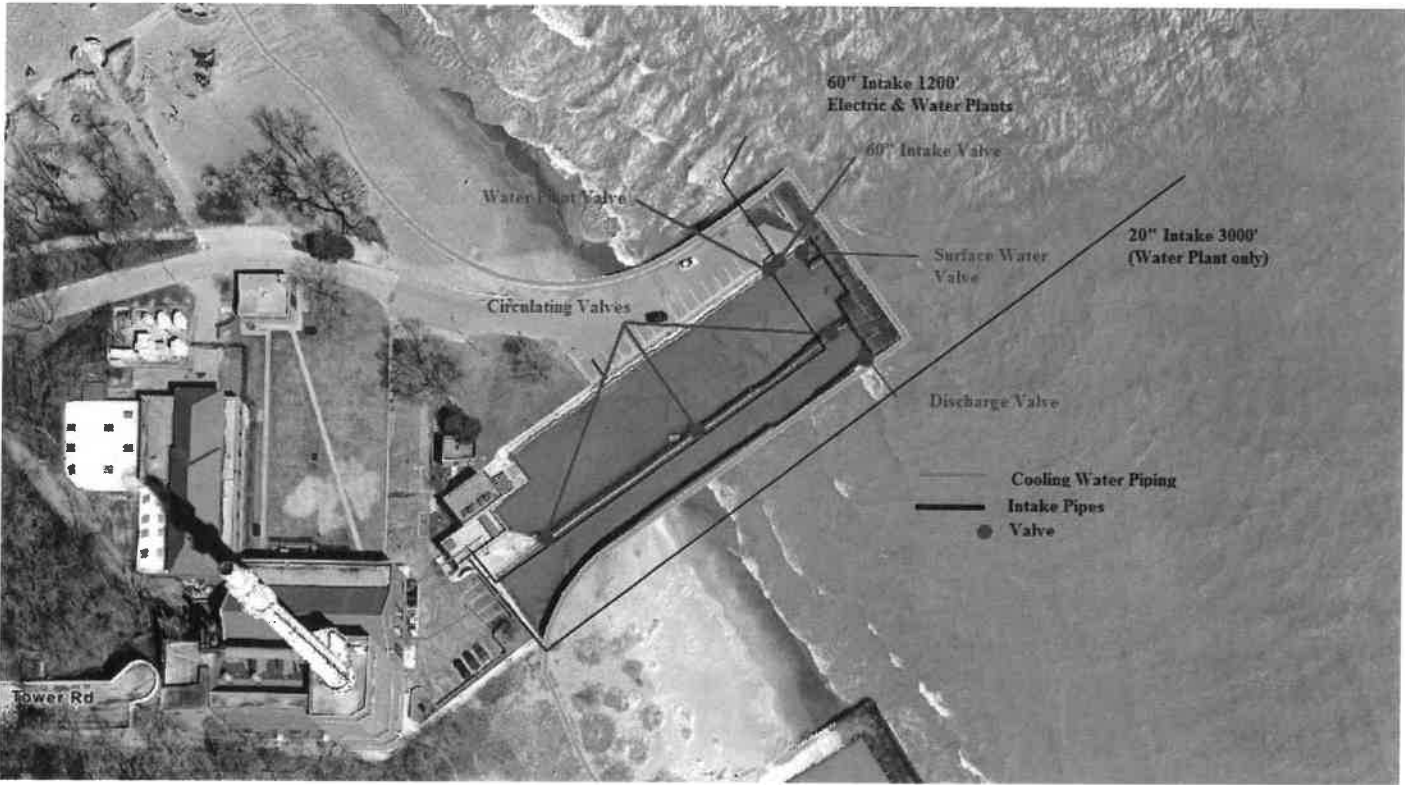


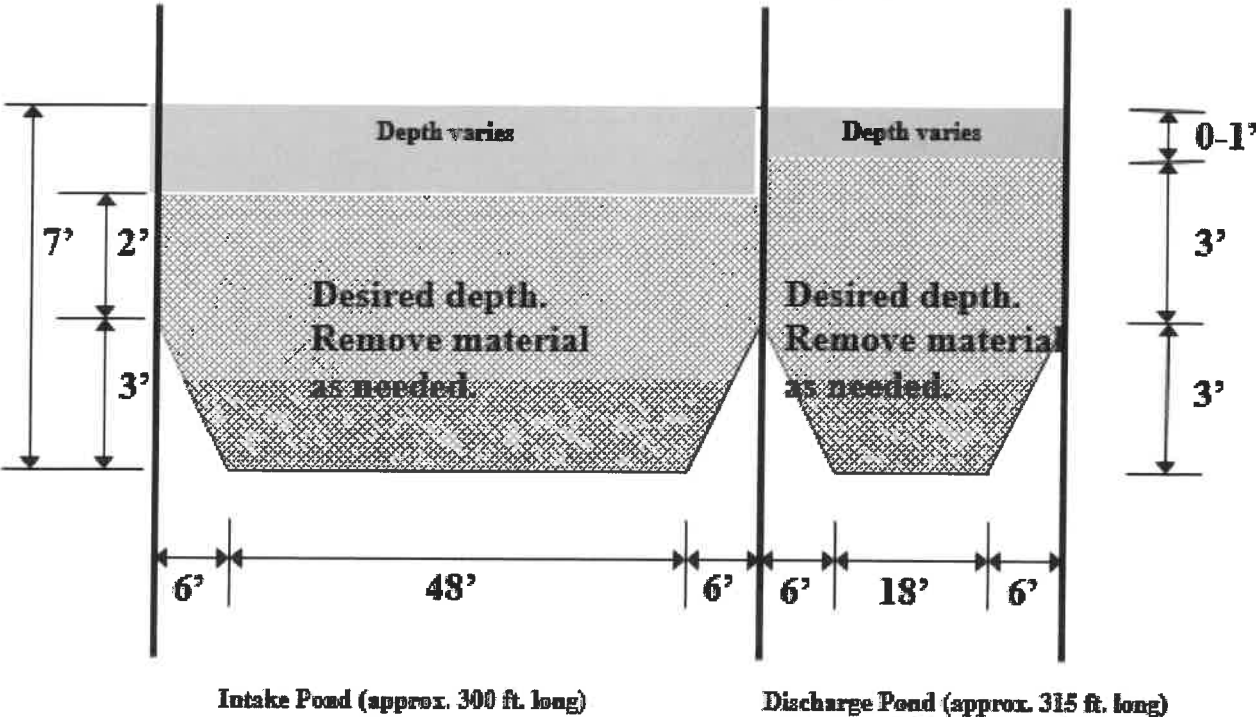
Photo – Site Condition On August 13, 2024



Areas of Excavation



Cross Section of Pond Dredging





Dewatering And Storage Area – Adjacent To Intake Pond



30" Pipe Crosses Area Of Excavation And Extends Along North Wall Of Discharge Pond

EXHIBIT B

RFB 024-019 BID TABULATION

	EARTHWERKS			HOFFMAN EXCAVATING			NORTHERN DIVERS			ALDRIDGE ELECTRIC		
	Unit Price (\$)	Estimated Quantity	Extended Price (\$)	Unit Price (\$)	Estimated Quantity	Extended Price (\$)	Unit Price (\$)	Estimated Quantity	Extended Price (\$)	Unit Price (\$)	Estimated Quantity	Extended Price (\$)
Mobilization	\$ 15,900.00	1	\$ 15,900.00	\$ 350,000.00	1	\$ 350,000.00	\$ 25,000.00	1	\$ 25,000.00	\$ 180,000.00	1	\$ 180,000.00
Site Clean Up & Dembo	\$ 40,000.00	1	\$ 40,000.00	\$ 100,000.00	1	\$ 100,000.00	\$ 75,000.00	1	\$ 75,000.00	\$ 50,000.00	1	\$ 50,000.00
Excavation, trucking and disposal of material taken off site (per cubic yard)	\$ 100.00	2441	\$ 244,100.00	\$ 127.00	2441	\$ 310,007.00	\$ 216.03	2441	\$ 527,318.00	\$ 200.00	2441	\$ 488,200.00
	Total**		\$ 300,000.00	Total		\$ 760,007.00	Total		\$ 627,318.00	Total		\$ 718,200.00

**Earthwerks did not attend mandatory pre-bid meeting and is therefore non-responsive

5% Increase in 2025: \$31,366
Total: \$658,684

Quoted prices were for work in Q4 of 2024. Contractor estimates a 5% increase for 2025 (\$31,366.) They are still the low apparent bidder with this increase.



Agenda Item Executive Summary

TITLE: Resolution No. R-91-2024: Approving Funding Authorizations and Change Order No. 3 to the Contract with Maple Cable Construction Inc for Directional Boring Work (Adoption)

PRESENTER: Nicholas Narhi

AGENDA DATE: December 17, 2024

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

At the May 2, 2023, Village Council Meeting, Resolution No. R-51-2023, Approving a Contract with Maple Cable Construction, Inc. was adopted. The scope of services performed under the contract is the installation of directionally bored conduit, splice boxes, and equipment pads for underground electric facilities on an as-needed basis.

At the December 5, 2023, Village Council Meeting, Change Order No. 1 to the contract was approved (reference Resolution No. R-103-2023). Change Order No. 2 was approved by the Village Council on May 7, 2024 (Reference Resolution No. R-46-2024).

EXECUTIVE SUMMARY:

In 2023, the Village issued Request for Bid No. 023-012 for directional boring services. Contractors were asked to provide fixed prices for units of work for three contract years; Year 1 (June 1, 2023, through May 31, 2024), Year 2 (June 1, 2024, through May 31, 2025) and Year 3 (June 1, 2025, through May 31, 2026). At the May 2, 2023, Village Council Meeting, a contract was awarded to Maple Cable Construction Company, Inc., for the first year of directional boring services. Change Order No 2, approved by the Village Council on May 7, 2024, authorized directional boring services with Maple Cable Construction Inc. for the second contract year from June 1, 2024, to May 31, 2025.

Year to date, of the total \$645,818 approved by the Council (R-103-2023 and R-46-2024), \$574,854 has been spent. In order to fund the remaining work through December 31, 2024, staff is requesting an additional \$300,000 in spending authorization. The total FY2024 spend on this request is \$945,818, under the FY2024 Budgeted amount of \$949,962.

With the Council's approval of the 2025 Electric Fund Budget, staff is also requesting funding authorization in the amount of \$692,000 for directional boring work to be performed during the period of January 1, 2025, to May 31, 2025. The work done during this period will be at the Year 2 unit prices from Bid No. 023-012 (Exhibit A).

The 2025 Electric Fund Budget contains \$1,306,965 for directional boring services, broken down as follows:

\$88,000 (account #500.42.31-660) is allocated for system reinforcement.

\$945,990 (account #500.42.37-660) is allocated for new business requests initiated by customer requests.

\$203,322 (account #500.42.31-660) is allocated for underground burials on Circuit B.

\$27,534 (account #500.42.31-660) is allocated for underground burials on Circuit E.

\$30,243 (account #500.42.31-660) is allocated for underground burials on Circuit G

\$11,876 (account #500.42.31-660) is allocated for the underground at Indian Hill Train Station.

Resolution No. R-91-24, prepared by the Village Attorney, authorizes funding for 2025 and Change Order No. 3 to the contract with Maple Cable Construction, Inc.

RECOMMENDATION:

Consider adoption of Resolution No. R-91-2024, a resolution approving funding authorization and Change Order No. 3 to the contract with Maple Cable Construction, Inc. for directional boring work.

ATTACHMENTS:

1. Resolution No. R-91-2024: Approving Funding Authorizations and Change Order No. 3 to the Contract with Maple Cable Construction Inc

RESOLUTION NO. R-91-2024

**A RESOLUTION APPROVING FUNDING AUTHORIZATIONS AND CHANGE
ORDER NO. 3 TO THE CONTRACT WITH MAPLE CABLE CONSTRUCTION, INC.
FOR DIRECTIONAL BORING WORK**

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

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

WHEREAS, on December 5, 2023, the Village Council approved Resolution R-103-2023, authorizing Change Order No. 1 to the Contract which approved additional funding authorizations; and

WHEREAS, on May 7, 2024, the Village Council approved Resolution R-46-2024, authorizing Change Order No. 2 to the Contract which approved an additional funding authorization bringing the total to \$654,818 and authorized additional work for the period of June 1, 2024 through May 31, 2025 ("**Additional Work**"); and

WHEREAS, due to unforeseen circumstances, additional funding of up to \$300,000 is required ("**Additional 2024 Funding**") for the Additional Work through December 31, 2024 increasing the 2024 fiscal year spend to \$945,818; and

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

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

WHEREAS, the Contractor has agreed to perform the Additional Work pursuant to a change order ("**Change Order No. 3**"); and

WHEREAS, the Village has allocated \$1,306,965 in its 2025 Electric Fund Budget for the Additional Work during the 2025 fiscal year ("**2025 Funding**"); and

WHEREAS, the Village desires to authorize the expenditure of \$692,000 from the 2025 Funding for the Additional Work to be performed during the period of January 1, 2025 through May 31, 2025 ("**Funding Authorization**"); and

WHEREAS, the Village Council has determined that it is in the best interests of the Village and its residents to approve the 2024 Additional Funding, enter into Change Order No. 3 with Contractor and approve the Funding Authorization; and

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

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

SECTION 2: APPROVAL OF FUNDING AUTHORIZATIONS. The Village Council hereby approves the 2024 Additional Funding for the Additional Work to be performed during the period through December 31, 2024 in the amount not to exceed \$300,000. The Village Council hereby approves the Funding Authorization for the Additional Work to be performed during the period of January 1, 2025 through May 31, 2025 in an amount not to exceed \$692,000.

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

SECTION 4: AUTHORIZATION TO EXECUTE CHANGE ORDER NO. 3. The Village Council hereby authorizes and directs the Village President and the Village Clerk to execute and attest, respectively, on behalf of the Village, Change Order No. 3, pursuant to the Funding Authorizations approved in Section 2, which Change Order No. 3 shall be in a final form approved by the Village Manager.

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

ADOPTED this 17th day of December, 2024, pursuant to the following roll call vote:

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

Signed

Village President

Countersigned:

Village Clerk

December 17, 2024

R-91-2024

EXHIBIT A

Pricing

December 17, 2024

R-91-2024

EXHIBIT A

SECTION 3.20 SCHEDULE OF PRICES

Unit prices are requested for three (3) one year periods. This contract will be in effect from **JUNE 1, 2023** to **MAY 31, 2024** at the "Unit Price A" Column. The Village of Winnetka reserves the right to extend the contract from **June 1, 2024 to May 31, 2025** at the "Unit Price B" column if work progress completed in the first year is acceptable to the Director of Water & Electric. For the third year, the Village of Winnetka reserves the right, under mutual agreement with the Contractor, to extend the contract from **June 1, 2025 to May 31, 2026** at the "Unit Price C" column if work progress completed in the second year is acceptable to the Director of Water & Electric.

EXHIBIT A

WORK PROCESS (PAGE 1)	UNIT PRICE "A"	UNIT PRICE "B"	UNIT PRICE "C"
Start or End Pit: For 2" conduit	400.00	425.00	450.00
Start or End Pit: For 4" conduit	425.00	450.00	475.00
Start or End Pit: For 5" conduit	450.00	475.00	500.00
Start or End Pit: For 6" conduit	500.00	525.00	550.00
Test Holes In: Concrete	450.00	475.00	500.00
Test Holes In: Asphalt	450.00	475.00	500.00
Test Holes In: Parkway	280.00	290.00	300.00
Excavation for: Xfmr Pad 5'X5'X20"	190.00	200.00	210.00
Excavation for: Xfmr Pad 8'X8'X20"	220.00	230.00	240.00
Excavation for and Installation of: Xfmr Pad 5'X5'X20"	900.00	1000.00	1100.00
Excavation for and Installation of: Xfmr Pad 8'X8'X20"	950.00	1050.00	1150.00
Excavation for: Splice Box 28"X40"X30"	190.00	200.00	210.00
Excavation for: Splice Box 40"X50"X22"	200.00	210.00	220.00
Excavation for and Installation of: Splice Box 28"X40"X30"	400.00	450.00	500.00
Excavation for and Installation of: Splice Box 40"X50"X22"	500.00	550.00	600.00
Conduit/ft. (Material and Installation) 1 1/4" (Orange) w/ pull line	7.00	8.00	9.00
Conduit/ft. (Material and Installation) 2"	14.00	16.00	18.00
Conduit/ft. (Material and Installation) 4"	20.00	25.00	30.00
Conduit/ft. (Material and Installation) 5"	22.00	28.00	32.00
Conduit/ft. (Material and Installation) 6"	24.00	30.00	36.00
Bore/Ream Size/ft. 3"	9.00	10.00	11.00
Bore/Ream Size/ft. 4"	12.00	13.00	14.00
Bore/Ream Size/ft. 6"	14.50	15.50	16.50
Bore/Ream Size/ft. 8"	16.00	17.00	18.00
Bore/Ream Size/ft. 10"	22.00	24.00	26.00
Bore/Ream Size/ft. 12"	23.00	25.00	28.00
Bore/Ream Size/ft. 14"	28.00	32.00	34.00
Bore/Ream Size/ft. 18"	40.00	44.00	48.00
Tie into Existing Manhole First Conduit	1600.00	1700.00	1800.00
Tie into Existing Manhole Additional Conduits	300.00	400.00	500.00
Tie into Existing Splice Box First Conduit	400.00	425.00	450.00
Tie into Existing Splice Box Additional Conduits	30.00	40.00	50.00

EXHIBIT A

WORK PROCESS (PAGE 2)	UNIT PRICE "A"	UNIT PRICE "B"	UNIT PRICE "C"
E-Loc Couplings or Approved Equivalent (Material and Labor): 1 1/4"	10.00	12.00	14.00
E-Loc Couplings or Approved Equivalent (Material and Labor): 2"	14.00	16.00	18.00
E-Loc Couplings or Approved Equivalent (Material and Labor): 4"	30.00	32.00	34.00
E-Loc Couplings or Approved Equivalent (Material and Labor): 5"	32.00	34.00	36.00
E-Loc Couplings or Approved Equivalent (Material and Labor): 6"	36.00	38.00	40.00

Fusion Butt Splice (Material and Labor): 2"	200.00	225.00	250.00
Fusion Butt Splice (Material and Labor): 4"	250.00	275.00	300.00
Fusion Butt Splice (Material and Labor): 5"	300.00	325.00	350.00
Fusion Butt Splice (Material and Labor): 6"	350.00	375.00	400.00
2" – 18" Sweep 90° Bends (Material Only, Steel)	50.00	55.00	60.00
2" – 18" Sweep 90° Bends (Material Only, PVC)	22.00	24.00	26.00
2" – 18" Sweep 90° Bends (Installation Only)	24.00	26.00	28.00
2" – 24" Sweep 90° Bends (Material Only, Steel)	60.00	65.00	70.00
2" – 24" Sweep 90° Bends (Material Only, PVC)	20.00	25.00	30.00
2" – 24" Sweep 90° Bends (Installation Only)	40.00	45.00	50.00
2" 10' Steel Conduit w/coupling (Material Only)	140.00	150.00	160.00
2" 10' Steel Conduit w/coupling (Installation Only)	40.00	45.00	50.00
2" 10' PVC Conduit w/coupling (Material Only)	30.00	35.00	40.00
2" 10' PVC Conduit w/coupling (Installation Only)	30.00	35.00	40.00
4" – 24" Sweep 90° Bends (Material Only, Steel)	160.00	170.00	180.00
4" – 24" Sweep 90° Bends (Material Only, PVC)	45.00	50.00	55.00
4" – 24" Sweep 90° Bends (Installation Only)	40.00	45.00	50.00
4" – 36" Sweep 90° Bends (Material Only, Steel)	210.00	220.00	240.00
4" – 36" Sweep 90° Bends (Material Only, PVC)	60.00	65.00	70.00
4" – 36" Sweep 90° Bends (Installation Only)	80.00	85.00	90.00
4" 10' Steel Conduit w/coupling (Material Only)	280.00	300.00	320.00
4" 10' Steel Conduit w/coupling (Installation Only)	50.00	55.00	55.00
4" 10' PVC Conduit w/coupling (Material Only)	120.00	130.00	140.00
4" 10' PVC Conduit w/coupling (Installation Only)	25.00	30.00	35.00

EXHIBIT A

WORK PROCESS (PAGE 3)	UNIT PRICE "A"	UNIT PRICE "B"	UNIT PRICE "C"
5" – 36" Sweep 90° Bends (Material Only, Steel)	700.00	725.00	750.00
5" – 36" Sweep 90° Bends (Material Only, PVC)	150.00	160.00	170.00
5" – 36" Sweep 90° Bends (Installation Only)	20.00	30.00	40.00
5" – 48" Sweep 90° Bends (Material Only, Steel)	800.00	850.00	900.00
5" – 48" Sweep 90° Bends (Material Only, PVC)	200.00	210.00	220.00
5" – 48" Sweep 90° Bends (Installation Only)	20.00	30.00	40.00
5" 10' Steel Conduit w/coupling (Material Only)	475.00	500.00	525.00
5" 10' Steel Conduit w/coupling (Installation Only)	20.00	30.00	40.00
5" 10' PVC Conduit w/coupling (Material Only)	140.00	150.00	160.00
5" 10' PVC Conduit w/coupling (Installation Only)	20.00	30.00	40.00

6" – 48" Sweep 90° Bends (Material Only, Steel)	800.00	820.00	840.00
6" – 48" Sweep 90° Bends (Material Only, PVC)	220.00	240.00	260.00
6" – 48" Sweep 90° Bends (Installation Only)	20.00	30.00	40.00
6" – 60" Sweep 90° Bends (Material Only, Steel)	1200.00	1300.00	1400.00
6" – 60" Sweep 90° Bends (Material Only, PVC)	180.00	200.00	220.00
6" – 60" Sweep 90° Bends (Installation Only)	20.00	30.00	40.00
6" 10' Steel Conduit w/coupling (Material Only)	575.00	600.00	625.00
6" 10' Steel Conduit w/coupling (Installation Only)	20.00	30.00	40.00
6" 10' PVC Conduit w/coupling (Material Only)	175.00	200.00	225.00
6" 10' PVC Conduit w/coupling (Installation Only)	20.00	30.00	40.00
2" Color Coded (Markup for red color or striped conduits, cost per foot)	1.60	1.70	1.80
4" Color Coded (Markup for red color or striped conduits, cost per foot)	1.60	1.70	1.80
5" Color Coded (Markup for red color or striped conduits, cost per foot)	1.60	1.70	1.80
6" Color Coded (Markup for red color or striped conduits, cost per foot)	1.60	1.70	1.80
Foreman Hourly Labor Rates:	145.00	155.00	165.00
Laborer Hourly Labor Rates:	120.00	125.00	130.00
Pickup Truck Hourly Equipment Rates:	40.00	45.00	50.00
Dump Truck Hourly Equipment Rates:	70.00	75.00	80.00
Mini Excavator w/trailer Hourly Equipment Rates:	60.00	65.00	70.00
Air Compressor Hourly Equipment Rates:	30.00	35.00	40.00
Install 4" steel pipe filled with concrete Traffic Bollards	600.00	650.00	700.00



Agenda Item Executive Summary

TITLE: Resolution No. R-92-2024: Approving Extension and Renewal of an Agreement with Prescient Development, Inc. for Information Technology Support Services (Adoption)

PRESENTER: Tim Sloth

AGENDA DATE: December 17, 2024

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

The Village entered into a contract with Prescient Solutions for Information Technology (IT) consulting services on December 1, 2011. The contract has been subsequently renewed on February 1, 2013, March 1, 2016, February 1, 2017, March 1, 2020, December 6, 2022 and April 16, 2024.

EXECUTIVE SUMMARY:

In April of 2024, the Village moved to a fully contracted model for IT services through Prescient. Under this model, Prescient provides a 1 contracted employee onsite 5- days a week and a second contracted employee 2 days a week. Additionally, the Village has full access to Prescient's suite of managed services (i.e. helpdesk / 24x7 emergency support). Due to increased demand for IT services the finance IT budget included an increase from 1.5 contracted FTE's to 2.0 contracted FTE's for IT support. The FY 2025 budget includes funding for the proposed Prescient IT contract total of \$355,000. Our contract with Prescient contains a 90-day out clause, so we can terminate the agreement at any time if we are not satisfied with the service provided by Prescient.

RECOMMENDATION:

Consider adoption of Resolution No. R-92-2024, Approving Extension and Renewal of an Agreement with Prescient Development, Inc. for Information Technology Support Services.

ATTACHMENTS:

1. Resolution No. R-92-2024: Approving Extension and Renewal of an Agreement with Prescient Development, Inc. for Information Technology Support Services

RESOLUTION NO. R-92-2024

**A RESOLUTION APPROVING EXTENSION AND RENEWAL OF AN AGREEMENT
WITH PRESCIENT DEVELOPMENT, INC.
FOR INFORMATION TECHNOLOGY SUPPORT SERVICES**

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

WHEREAS, on December 1, 2011, the Village entered into an agreement ("**Agreement**") with Prescient Development, Inc. ("**Consultant**"), for the performance of information technology services ("**Services**"); and

WHEREAS, Consultant has performed the Services to the satisfaction of the Village; and

WHEREAS, the Village desires to extend and renew the Agreement under the same terms and conditions until December 31, 2027 by entering into an addendum to the Agreement with Consultant ("**Addendum**"); and

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

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

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

SECTION 2: APPROVAL OF ADDENDUM. The Village Council approves the Addendum in substantially the form attached to this Resolution as **Exhibit A** and in a final form approved by the Village Attorney.

SECTION 3: AUTHORIZATION TO EXECUTE ADDENDUM. The Village Council authorizes and directs the Village President and the Village Clerk to execute and attest, respectively, on behalf of the Village, the final Addendum after receipt by the Village Manager of two executed copies of the final Addendum from Consultant; provided, however, that if the Village Manager does not receive two executed copies of the final Addendum from Consultant within 60 days after the date of adoption of this Resolution, then this authority to execute and seal the final Addendum will, at the option of the Village Council, be null and void.

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

December 17, 2024

R-92-2024

ADOPTED this 17th day of December, 2024, pursuant to the following roll call vote:

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

Signed

Village President

Countersigned:

Village Clerk

EXHIBIT A
ADDENDUM

ATTACHMENT F

Attachment to Services Agreement

In accordance with the Services Agreement (the "Agreement"), effective December 1, 2011 and signed between **Prescient Development, Inc.**, doing business under the assumed name in Illinois, **Prescient Solutions**, ("Prescient") with its principal offices and business 1834 Walden Office Square, 5th Floor, Schaumburg, IL 60173 and the **Village of Winnetka** ("Winnetka") with its principal place of business at 510 Green Bay Road, Winnetka, IL 60093, this Attachment F is an integral part thereof and shall replace Attachment D and Attachment E signed April 16, 2024.

Prescient Resources

Prescient will provide the following resources over the term of this Agreement.

- Core Resources

<u>Resource Type</u>	<u>Number of Resources</u>
Systems Engineer/Account Lead	1
Helpdesk Engineer II	1

- Unless otherwise agreed upon by Prescient and Winnetka, all day-to-day support is to be accomplished five (5) days per week, Monday through Friday between 7:00am and 6:00pm local time. All additional projects outside the scope of this Attachment F will continue to be bid to Winnetka on a per project basis.

Additional Resource Rate Structure

At the request of Winnetka, Prescient may provide additional resources outside the scope of this Agreement to Winnetka for non-project based short-term tasks. Prescient will provide these tasks to Winnetka based on the following Time and Material rates.

<u>Resource Type</u>	<u>Time and Material Rate</u>
Help Desk/Server Administrator	\$125.00/Hour
Network Administrator	\$150.00/Hour
Senior Network/Server Engineer	\$175.00/Hour
WAN/Firewall/Security Engineer	\$200.00/Hour

Prescient will review long-term services and tasks or specific projects and propose them on a per project basis.

Agreement Reviews

- Semi-annual Task List Review
 - List all Current Tasks and their status
 - Define New Tasks and Priorities
- Annual Contract Review

Agreement Dates and Payment Schedule

The Agreement to perform services will run over a **three (3) year contract period**. Monthly payments will be made to Prescient at the beginning of each month for services to be provided during the month.

The service start date is January 1, 2025, and the service end date is December 31, 2027. Payments for Year 1 of Attachment F will be paid as follows:

	<u>Total</u>
January 1, 2025	\$ 29,583.00
February 1, 2025	\$ 29,583.00
March 1, 2025	\$ 29,583.00
April 1, 2025	\$ 29,583.00
May 1, 2025	\$ 29,583.00
June 1, 2025	\$ 29,583.00
July 1, 2025	\$ 29,583.00
August 1, 2025	\$ 29,583.00
September 1, 2025	\$ 29,583.00
October 1, 2025	\$ 29,583.00
November 1, 2025	\$ 29,583.00
December 1, 2025	\$ 29,583.00
Total -	\$ 355,000.00

For years two and three of the Services Agreement, the above pricing shall be increased by an annual Professional Service Fee adjustment (PSF) which shall be mutually agreed upon. The PSF increase shall have a minimum floor of four percent (4%) and a maximum ceiling of eight percent (8%).

The Village of Winnetka shall have the option to extend the Support Services Agreement for an additional three (3) year period at the end of the term. The additional Support Services term shall be on the same terms and conditions as the original Support Services Term other than pricing. In the event Village of Winnetka elects to exercise its option for the Additional Term, it shall provide written notice to Prescient no less than one hundred eighty (180) days before the expiration of the Support Services Term.

Scope of Work (Changes to Scope of Work will be mutually agreed upon)

A. Professional Services

- Account Management
 - Status Reporting - Automated Monthly reporting
 - Monthly Customer Communications

- Quality/Customer Satisfaction Review
 - Project/Milestone Timeline Management
 - Staffing/Personnel Review
- Site Engineer Management
 - Personnel/HR Management
 - Schedule Management
 - Emergency/Project Service Remediation Team Management
 - Communications
- Annual Reviews
- Emergency Service Restoration and Audit/Project Team – to be billed on an Hourly Time and Material Basis

B. Systems Documentation and Knowledge Management

- Account Services Manual
 - Escalation Processes and Contacts
 - Onsite Engineers, Account Relationship Manager, CIO/COO
 - Client escalation priorities
 - Problem Management
 - Service Management
 - Client Services Definitions/Categories
 - Quality of Service Assurance
 - IT Reference Information
 - Diagrams
 - Inventory
 - Defined configurations of all devices (infrastructure, servers, workstations, etc.)
- Status Reporting – Monthly
- Time Reporting – Weekly hours and tasks descriptions

C. Day-to-Day support

- Maintenance of Servers

- Monitor System Resources on each server
- Monitor Daily Backup Operations on each server
- Monitor and Correct Operating System Errors on each server
- Review, Download and Install Microsoft Service Packs as necessary for each server
- Review, Download and Install Microsoft Security Updates as necessary for each server
- Review, Download and Install Antivirus Updates for each server
- User Administration
 - Add, Change and Delete Users to Corporate Servers
 - Maintain Security and Authentication standards for Server Users
 - Add, Change and Delete File and Share Permissions for Server Users
 - Monitor Security Log for user violations
- Additional Server support (including installation of new servers, migration of other servers, re-installation and/or upgrading of existing servers) to be provided as part of the day-to-day support services as long as it can be completed within the time frame requested by the existing contracted onsite technicians. Any additional resources required to meet increased time frames will be billed on a Time and Material Basis over and above the “Daily Support Contract” or added as an addendum to the “Daily Support Contract”.
- Manage Switches and Internet Routers
 - Monitor Routers and Switch for Performance
 - Maintain Cisco IOS and Configurations
- Manage Firewalls
 - Modify Firewall configurations as required
 - Update Firewall IOS as required
- Configuration, installation and support of additional Routers and Switches will be provided as part of the day-to-day support services as long as it can be completed within the time frame requested by the existing onsite contracted technicians.
 - Note: Any additional resources required to meet increased time frames will be completed on a Time and Material Basis over and above the “Daily Support Contract”.

Additional Services

- Additional projects, tasks or days per week will be mutually agreed upon and performed on a Time and Material basis over and above the defined contract cost.

Project Out of Scope:

- Any item not mentioned in above task list.



IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth below, to be effective as of the date first set forth above.

VILLAGE OF WINNETKA
an Illinois municipality

PRESCIENT DEVELOPMENT, INC.
an Illinois corporation

By: _____

By: _____
Philip Greco

Its: _____

Its: CFO

Date: _____

Date: _____



Agenda Item Executive Summary

TITLE: Resolution No. R-93-2024: Waiving Bidding and Approving a Purchase of Software Licenses from Tyler Technologies, Inc. (Adoption)

PRESENTER: Tim Sloth

AGENDA DATE: December 17, 2024

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

The Village has utilized Tyler Technologies as our primary ERP software provider since 2014. The ERP is utilized for accounting, humane resources, payroll, timekeeping, permitting and utility billing.

EXECUTIVE SUMMARY:

The Village has secured a quote from Tyler Technologies for user licenses for multiple modules of Tyler's New World ERP in the amount of \$102,055.55. The Village budgeted \$105,000 in the Information Technology budget, account 630.85.01- 557, for these software licenses. Resolution No. R-93-2024 authorizes the Village President and Village Clerk to waive formal bidding and execute an agreement between the Village and Tyler Technologies for a 12-month lease for an amount not to exceed \$102,055.55.

RECOMMENDATION:

Consider adoption of Resolution No. R-93-2024, which approves waiving of formal bidding and approve a purchase order for an amount not to exceed \$102,055.55.

ATTACHMENTS:

1. Resolution No. R-93-2024: Waiving Bidding and Approving a Purchase of Software Licenses from Tyler Technologies, Inc.

RESOLUTION NO. R-93-2024

**A RESOLUTION WAIVING BIDDING AND APPROVING
A PURCHASE OF SOFTWARE LICENSES FROM TYLER TECHNOLOGIES, INC.**

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

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

WHEREAS, the Village currently operates an Enterprise Resource Planning software package from Tyler Technologies and other ancillary software pursuant to software licenses that will be expiring; and

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

WHEREAS, the Village received an invoice from Tyler Technologies, Inc. ("***Contractor***") of Dallas, Texas to provide the Software Licenses for an amount not to exceed \$102,055.55; and

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

WHEREAS, the Village desires to enter into a purchase order with Contractor to provide the Software Licenses ("***Purchase Order***") in an amount not to exceed \$102,055.55; and

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

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

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

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

December 17, 2024

R-93-2024

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

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

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

ADOPTED this 17th day of December, 2024, pursuant to the following roll call vote:

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

Signed

Village President

Countersigned:

Village Clerk

EXHIBIT A

Quote



Remittance:
Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Invoice

<i>Invoice No</i>	<i>Date</i>	<i>Page</i>
045-492191	12/15/2024	1 of 4

Questions:
Tyler Technologies - ERP & Schools
Phone: 1-800-772-2260 Press 2, then 1
Email: ar@tylertech.com



Bill To: VILLAGE OF WINNETKA
510 GREEN BAY RD
WINNETKA, IL 60093-2552

Ship To: VILLAGE OF WINNETKA
510 GREEN BAY RD
WINNETKA, IL 60093-2552

<i>Cust No.-BillTo-ShipTo</i>	<i>Ord No</i>	<i>PO Number</i>	<i>Currency</i>	<i>Terms</i>	<i>Due Date</i>
50302 - MAIN - MAIN	216900		USD	NET15	12/30/2024

Contract Date	Description	Units	Rate	Extended Price
Contract No.: Winnetka, IL				
01/Jan/2019	SUPPORT & UPDATE LICENSING - Asset Management Cycle: Start: 01/Jan/2025, End: 31/Dec/2025	1	1,011.28	1,011.28
01/Jan/2019	SUPPORT & UPDATE LICENSING - Bank Rec Cycle: Start: 01/Jan/2025, End: 31/Dec/2025	1	606.59	606.59
01/Jan/2019	SUPPORT & UPDATE LICENSING - BID & QUOTE MANAGEMENT Cycle: Start: 01/Jan/2025, End: 31/Dec/2025	1	1,011.28	1,011.28
01/Jan/2019	SUPPORT & UPDATE LICENSING - CONTRACT ACCOUNTING Cycle: Start: 01/Jan/2025, End: 31/Dec/2025	1	1,011.28	1,011.28
01/Jan/2019	SUPPORT & UPDATE LICENSING - FM Base Suite Cycle: Start: 01/Jan/2025, End: 31/Dec/2025	1	6,058.58	6,058.58
01/Jan/2019	SUPPORT & UPDATE LICENSING - GASB Reporting Cycle: Start: 01/Jan/2025, End: 31/Dec/2025	1	1,819.67	1,819.67
01/Jan/2019	SUPPORT & UPDATE LICENSING - Grant Management Cycle: Start: 01/Jan/2025, End: 31/Dec/2025	1	1,011.28	1,011.28
01/Jan/2019	SUPPORT & UPDATE LICENSING - INTEGRATED CREDIT CARD Cycle: Start: 01/Jan/2025, End: 31/Dec/2025	1	1,431.86	1,431.86
01/Jan/2019	SUPPORT & UPDATE LICENSING - SELF SERVICE Misc Billing & Receivables Cycle: Start: 01/Jan/2025, End: 31/Dec/2025	1	1,011.28	1,011.28
01/Jan/2019	SUPPORT & UPDATE LICENSING - PC CASH REGISTER Cycle: Start: 01/Jan/2025, End: 31/Dec/2025	1	1,431.86	1,431.86
01/Jan/2019	SUPPORT & UPDATE LICENSING - TYLER CASHIERING Cycle: Start: 01/Jan/2025, End: 31/Dec/2025	1	2,812.60	2,812.60
01/Jan/2019	SUPPORT & UPDATE LICENSING - SELF SERVICE Benefits Admin Cycle: Start: 01/Jan/2025, End: 31/Dec/2025	1	808.42	808.42
01/Jan/2019	SUPPORT & UPDATE LICENSING - EMPLOYEE EVENT TRACKING Cycle: Start: 01/Jan/2025, End: 31/Dec/2025	1	808.42	808.42
01/Jan/2019	SUPPORT & UPDATE LICENSING - HR Base Suite Cycle: Start: 01/Jan/2025, End: 31/Dec/2025	1	5,256.13	5,256.13
01/Jan/2019	Support & Update Licensing - Leave Management Cycle: Start: 01/Jan/2025, End: 31/Dec/2025	1	1,601.89	1,601.89
01/Jan/2019	SUPPORT & UPDATE LICENSING - ePERSONNEL ACTION PROCESSING Cycle: Start: 01/Jan/2025, End: 31/Dec/2025	1	808.42	808.42
01/Jan/2019	SUPPORT & UPDATE LICENSING - Position Budgeting Cycle: Start: 01/Jan/2025, End: 31/Dec/2025	1	808.42	808.42
01/Jan/2019	SUPPORT & UPDATE LICENSING - THIRD PARTY APPLICANT INTERFACE	1	1,103.72	1,103.72



Remittance:
Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Invoice

<i>Invoice No</i>	<i>Date</i>	<i>Page</i>
045-492191	12/15/2024	2 of 4

Questions:
Tyler Technologies - ERP & Schools
Phone: 1-800-772-2260 Press 2, then 1
Email: ar@tylertech.com

Bill To: VILLAGE OF WINNETKA
510 GREEN BAY RD
WINNETKA, IL 60093-2552

Ship To: VILLAGE OF WINNETKA
510 GREEN BAY RD
WINNETKA, IL 60093-2552

<i>Cust No.-BillTo-ShipTo</i>	<i>Ord No</i>	<i>PO Number</i>	<i>Currency</i>	<i>Terms</i>	<i>Due Date</i>
50302 - MAIN - MAIN	216900		USD	NET15	12/30/2024

Contract Date	Description	Units	Rate	Extended Price
	Cycle: Start: 01/Jan/2025, End: 31/Dec/2025			
01/Jan/2019	SUPPORT & UPDATE LICENSING - AUTO METER INTERFACE	1	808.42	808.42
	Cycle: Start: 01/Jan/2025, End: 31/Dec/2025			
01/Jan/2019	SUPPORT & UPDATE LICENSING - METER AND DEVICE INVENTORY	1	1,212.61	1,212.61
	Cycle: Start: 01/Jan/2025, End: 31/Dec/2025			
01/Jan/2019	SUPPORT & UPDATE LICENSING - SERVICE ORDER PROCESSING	1	2,021.02	2,021.02
	Cycle: Start: 01/Jan/2025, End: 31/Dec/2025			
01/Jan/2019	SUPPORT & UPDATE LICENSING - UTILITY BILLING (Water/Sewer Base)	1	4,043.53	4,043.53
	Cycle: Start: 01/Jan/2025, End: 31/Dec/2025			
01/Jan/2019	SUPPORT & UPDATE LICENSING - Business Licensing	1	1,616.81	1,616.81
	Cycle: Start: 01/Jan/2025, End: 31/Dec/2025			
01/Jan/2019	SUPPORT & UPDATE LICENSING - CODE ENFORCEMENT	1	1,212.61	1,212.61
	Cycle: Start: 01/Jan/2025, End: 31/Dec/2025			
01/Jan/2019	SUPPORT & UPDATE LICENSING - GIS Data Views	1	1,011.28	1,011.28
	Cycle: Start: 01/Jan/2025, End: 31/Dec/2025			
01/Jan/2019	SUPPORT & UPDATE LICENSING - COMMUNITY GIS INTEGRATION	1	3,032.26	3,032.26
	Cycle: Start: 01/Jan/2025, End: 31/Dec/2025			
01/Jan/2019	SUPPORT & UPDATE LICENSING - UTILITIES GIS INTEGRATION	1	404.21	404.21
	Cycle: Start: 01/Jan/2025, End: 31/Dec/2025			
01/Jan/2019	SUPPORT & UPDATE LICENSING - MUNICIPAL INSPECTIONS	1	2,953.23	2,953.23
	Cycle: Start: 01/Jan/2025, End: 31/Dec/2025			
01/Jan/2019	SUPPORT & UPDATE LICENSING - PARCEL MANAGEMENT	1	1,011.28	1,011.28
	Cycle: Start: 01/Jan/2025, End: 31/Dec/2025			
01/Jan/2019	SUPPORT & UPDATE LICENSING - PERMITS	1	2,951.73	2,951.73
	Cycle: Start: 01/Jan/2025, End: 31/Dec/2025			
01/Jan/2019	SUPPORT & UPDATE LICENSING - REQUEST FOR SERVICES TRACKING	1	1,819.67	1,819.67
	Cycle: Start: 01/Jan/2025, End: 31/Dec/2025			
01/Jan/2019	SUPPORT & UPDATE LICENSING - CD ANALYTICS	1	1,431.85	1,431.85
	Cycle: Start: 01/Jan/2025, End: 31/Dec/2025			
01/Jan/2019	SUPPORT & UPDATE LICENSING - DECISION SUPPORT BASE DATAMART	1	0.00	0.00
	Cycle: Start: 01/Jan/2025, End: 31/Dec/2025			
01/Jan/2019	SUPPORT & UPDATE LICENSING - FM ANALYTICS	1	1,415.49	1,415.49
	Cycle: Start: 01/Jan/2025, End: 31/Dec/2025			
01/Jan/2019	SUPPORT & UPDATE LICENSING - HR ANALYTICS	1	1,415.49	1,415.49
	Cycle: Start: 01/Jan/2025, End: 31/Dec/2025			
01/Jan/2019	SUPPORT & UPDATE LICENSING - UM ANALYTICS	1	1,415.49	1,415.49



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Invoice No	Date	Page
045-492191	12/15/2024	3 of 4

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Cust No.-BillTo-ShipTo	Ord No	PO Number	Currency	Terms	Due Date
50302 - MAIN - MAIN	216900		USD	NET15	12/30/2024

Contract Date	Description	Units	Rate	Extended Price
	Cycle: Start: 01/Jan/2025, End: 31/Dec/2025			
01/Jan/2019	SUPPORT & UPDATE LICENSING - SELF SERVICE eBenefits Admin	1	1,011.28	1,011.28
	Cycle: Start: 01/Jan/2025, End: 31/Dec/2025			
01/Jan/2019	SUPPORT & UPDATE LICENSING - SELF SERVICE eBid	1	1,011.28	1,011.28
	Cycle: Start: 01/Jan/2025, End: 31/Dec/2025			
01/Jan/2019	SUPPORT & UPDATE LICENSING - SELF SERVICE eEmployee	1	2,021.02	2,021.02
	Cycle: Start: 01/Jan/2025, End: 31/Dec/2025			
01/Jan/2019	SUPPORT & UPDATE LICENSING - SELF SERVICE eLicense	1	1,011.28	1,011.28
	Cycle: Start: 01/Jan/2025, End: 31/Dec/2025			
01/Jan/2019	SUPPORT & UPDATE LICENSING - SELF SERVICE ePayments	1	1,011.28	1,011.28
	Cycle: Start: 01/Jan/2025, End: 31/Dec/2025			
01/Jan/2019	SUPPORT & UPDATE LICENSING - SELF SERVICE ePermits	1	1,011.28	1,011.28
	Cycle: Start: 01/Jan/2025, End: 31/Dec/2025			
01/Jan/2019	SUPPORT & UPDATE LICENSING - SELF SERVICE eRequests	1	1,011.28	1,011.28
	Cycle: Start: 01/Jan/2025, End: 31/Dec/2025			
01/Jan/2019	SUPPORT & UPDATE LICENSING - eSUITE BASE (Payments)	1	2,021.02	2,021.02
	Cycle: Start: 01/Jan/2025, End: 31/Dec/2025			
01/Jan/2019	SUPPORT & UPDATE LICENSING - SELF SERVICE eSupplier	1	1,011.28	1,011.28
	Cycle: Start: 01/Jan/2025, End: 31/Dec/2025			
01/Jan/2019	SUPPORT & UPDATE LICENSING - SELF SERVICE eTimesheets	1	1,011.28	1,011.28
	Cycle: Start: 01/Jan/2025, End: 31/Dec/2025			
01/Jan/2019	SUPPORT & UPDATE LICENSING - SELF SERVICE eUtilities	1	1,011.28	1,011.28
	Cycle: Start: 01/Jan/2025, End: 31/Dec/2025			
01/Jan/2019	SUPPORT & UPDATE LICENSING - User License to Site License	1	4,308.54	4,308.54
	Cycle: Start: 01/Jan/2025, End: 31/Dec/2025			
01/Jan/2019	SUPPORT & UPDATE LICENSING - Project Accounting	1	1,011.28	1,011.28
	Cycle: Start: 01/Jan/2025, End: 31/Dec/2025			
01/Jan/2019	SUPPORT & UPDATE LICENSING - PURCHASING (Combo of POs and Reqs)	1	1,819.67	1,819.67
	Cycle: Start: 01/Jan/2025, End: 31/Dec/2025			
01/Feb/2023	Time & Attendance Mobile Access License	1	3,310.81	3,310.81
	Cycle: Start: 01/Jan/2025, End: 31/Dec/2025			
01/Feb/2023	Time & Attendance - Subscription	1	7,960.05	7,960.05
	Cycle: Start: 01/Jan/2025, End: 31/Dec/2025			
01/Feb/2023	Advanced Scheduling Mobile - Subscription	1	2,593.08	2,593.08
	Cycle: Start: 01/Jan/2025, End: 31/Dec/2025			
01/Feb/2023	Advanced Scheduling - Subscription	1	7,718.60	7,718.60

**Remittance:**

Tyler Technologies, Inc.
(FEIN 75-2303920)
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045-492191	12/15/2024	4 of 4

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50302 - MAIN - MAIN	216900		USD	NET15	12/30/2024

Contract Date	Description	Units	Rate	Extended Price
Cycle: Start: 01/Jan/2025, End: 31/Dec/2025				

****ATTENTION****

Order your checks and forms from
Tyler Business Forms at 877-749-2090 or
tylerbusinessforms.com to guarantee
100% compliance with your software.

Subtotal 102,055.55

Sales Tax \$0.00

Invoice Total 102,055.55



Agenda Item Executive Summary

TITLE: Resolution No. R-94-2024: Appointing Nicholas Narhi to the Illinois Municipal Electric Agency Board of Directors (Adoption)

PRESENTER: Kristin Kazenas

AGENDA DATE: December 17, 2024

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

None.

EXECUTIVE SUMMARY:

The Village of Winnetka is a Member of the Illinois Municipal Electric Agency (IMEA). Each Member of IMEA is entitled to representation on the Board of Directors. The individual representing the Village on the Board of Directors is appointed by the Village President and confirmed by the Village Trustees. The attached resolution would designate Nicholas Narhi, the Village's Director of Water & Electric, as the Village representative to the Board of Directors of IMEA, replacing Brian Keys.

RECOMMENDATION:

Consider adoption of Resoluton No. R-94-2024, appointing Water & Electric Director, Nicholas Narhi, to the Illinois Municipal Electric Agency Board of Directors.

ATTACHMENTS:

1. Resolution No. R-94-2024: Appointing Nicholas Narhi to the Illinois Municipal Electric Agency Board of Directors

RESOLUTION NO. R-94-2024

**A RESOLUTION APPOINTING NICHOLAS NARHI TO THE
ILLINOIS MUNICIPAL ELECTRIC AGENCY BOARD OF DIRECTORS**

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 is a Member of the Illinois Municipal Electric Agency; and

WHEREAS, each Member of the Agency is entitled to a representative on the Board of Directors of the Illinois Municipal Electric Agency, which representative is to be appointed by the President and confirmed by the Board of Trustees; and

WHEREAS, the Village President has appointed, Nicholas Narhi, who is the Director of Water & Electric, to be the Village's representative on the Illinois Municipal Electric Agency Board of Directors; and

WHEREAS, the Village Council has determined that it is in the best interests of the Village and its residents to appoint Nicholas Narhi as the Village's representative on the Illinois Municipal Electric Agency Board of Directors;

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: APPOINTMENT. The Board of Trustees of the Village of Winnetka, Cook County, Illinois hereby confirm the appointment by the Village President of Nicholas Narhi, Director of Water & Electric, to be the Village's representative on the Illinois Municipal Electric Agency Board of Directors. The appointment of Nicholas Narhi will be effective December 17, 2024, for the remainder of the current term of said representative and thereafter until his successor is duly appointed, confirmed and seated.

SECTION 3: POWERS AND DUTIES. The Village Council hereby authorizes Nicholas Narhi to have the full power and authority to vote as the representative of the Village of Winnetka in conjunction with all Illinois Municipal Electric Agency matters.

SECTION 4: EFFECTIVE DATE. This Resolution will be in full force and effect upon its passage and approval in the manner provided by law.

[SIGNATURE PAGE FOLLOWS]

December 17, 2024

R-94-2024

ADOPTED this 17th day of December, 2024, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this ____ day of _____, 2024.

Signed:

Village President

Countersigned:

Village Clerk

December 17, 2024

R-94-2024



Agenda Item Executive Summary

TITLE: Ordinance No. M-18-2024: Granting a Variation from the Winnetka Zoning Ordinance to Allow the Construction of an Addition to an Existing Residence Within the R-2 Single Family Residential District (270 Birch Street) (Adoption)

PRESENTER: David Schoon

AGENDA DATE: December 17, 2024

CONSENT: No

ITEM TYPE: Ordinances and Resolutions

ITEM HISTORY:

12-3-2024: Village Council approved introduction of Ordinance No. M-18-2024.

EXECUTIVE SUMMARY:

INTRODUCTION

On December 17, 2024, the Village Council is scheduled to consider adoption of Ordinance no. M-18-2024, an Ordinance Granting a Variation from the Winnetka Zoning Ordinance to Allow Construction of an Addition to an Existing Residence within the R-2 Single Family Residential Zoning District (**Attachment 1**). The Ordinance is in response to an application submitted by Spencer and Alexandra Kaehler (collectively, the "Applicant") as the owners of the property located at 270 Birch Street (the "Subject Property"). The Applicant is requesting approval of a zoning variation to allow construction of an attached garage addition to the existing residence on the Subject Property within the minimum required front yard setback of 50 feet from the east property line along Birch Street.

At the December 3, 2024, meeting, the Village Council heard from the Applicant regarding its request and one member of the public. The written correspondence that was not included in the December 3 Council agenda packet but distributed to the Council in time for that meeting is included in **Attachment 3**. After hearing from the Applicant and the public, the Council discussed the application and approved a motion to introduce Ordinance M-18-2024 with a condition that the garage be reduced to a two-car garage with revised plans to be provided by the Applicant to represent the change. The Applicant has provided revised plans representing a reduction in the size of the proposed garage addition (**Attachment 2**). The revised garage plan would accommodate two vehicles. As a result, the proposed addition would provide a setback of 26.38 feet, compared to the 16.25 feet originally proposed by the Applicant.

The ordinance has been amended to reflect the proposed attached garage addition would provide a setback of 26.38 feet, whereas a minimum of 50 feet is required, a variation of 23.62 feet (47.24%).

RECOMMENDATION:

Council will consider adoption of Ordinance No. M-18-2024, an Ordinance Granting a Variation from the Winnetka Zoning Ordinance to Allow Construction of an Addition to an Existing Residence within the R-2 Single Family Residential Zoning District.

ATTACHMENTS:

1. Ordinance No. M-18-2024: Granting a Variation from the Zoning Ordinance to Allow the Construction of an Addition to an Existing Residence (270 Birch)
2. Revised Plans Submitted by Applicant
3. Public Correspondence Received After Posting of December 3 Council Agenda Packet

ATTACHMENT 1

ORDINANCE NO. M-18-2024

**AN ORDINANCE GRANTING A VARIATION FROM THE
WINNETKA ZONING ORDINANCE TO ALLOW THE CONSTRUCTION
OF AN ADDITION TO AN EXISTING RESIDENCE WITHIN
THE R-2 SINGLE FAMILY RESIDENTIAL DISTRICT
(270 Birch Street)**

WHEREAS, Spencer and Alexandra Kaehler (collectively, “*Applicant*”) are the record title owners of the parcel of real property commonly known as 270 Birch 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 0.87 acres in area and located within the R-2 Single Family Residential District of the Village (“*R-2 District*”) and is improved with a single-family residence (“*Residence*”); and

WHEREAS, the Applicant desires to construct a one-story attached garage addition on the front elevation of the Residence (“*Proposed Addition*”); and

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

WHEREAS, to construct the Proposed Addition on the Subject Property, the Applicant filed an application for a variation from Section 17.30.050 to allow a front yard setback of 16.25 feet from the east property line along Birch Street (“*Variation*”); and

WHEREAS, on November 18, 2024, after due notice thereof, the Zoning Board of Appeals (“*ZBA*”) conducted a public hearing on the Variation and, by a vote of four members in favor and one opposed, recommended that the Council of the Village of Winnetka (“*Village Council*”) approve the Variation; and

WHEREAS, on December 3, 2024, the Village Council considered the Variation, and requested that the Applicant reduce the size of the Proposed Addition to accommodate two vehicles in order to reduce the amount of encroachment into the required front yard; and

WHEREAS, the Applicant reduced the size of the Proposed Addition on the Subject Property, thus amending its application for a variation from Section 17.30.050 to allow a front yard setback of 26.38 feet from the east property line along Birch Street (“**Amended Variation**”); and

WHEREAS, pursuant to Section 17.60.050 of the Zoning Ordinance, the Village Council has determined that: (i) the Amended 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 Amended Variation has been sought; and

December 17, 2024

M-18-2024

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

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

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

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

SECTION 3: CONDITIONS. The Amended 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 James B. Laughlin consisting of two sheets, with a latest revision date of December 5, 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.

PASSED this 17 day of December, 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: December 3, 2024

Passed and Approved: _____, 2024

EXHIBIT A
LEGAL DESCRIPTION OF SUBJECT PROPERTY

PARCEL 1:

LOTS 46 TO 54 INCLUSIVE IN OAK GROVE ADDITION TO WINNETKA. A SUBDIVISION OF THE EAST 8 ACRES OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 42 NORTH RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN.

ALSO,

THE NORTH 33 FEET OF OSGOOD STREET IN THE VILLAGE OF WINNETKA. ABUTTING ON THE SAID LOTS 46 TO 54 INCLUSIVE AFORESAID ALL IN COOK COUNTY, ILLINOIS.

ALSO KNOWN AS:

LOT D IN OWNER S CONSOLIDATION OF LOTS 10 THROUGH 72 IN OAK GROVE ADDITION TO WINNETKA INCLUDED WITH VACATED WINDES AND OSGOOD STREETS. A SUBDIVISION OF THE EAST 8 ACRES OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 20, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 29, 1947 AS DOCUMENT NO. 14155054.

Commonly known as 270 Birch Street, Winnetka, Illinois.

PIN: 05-20-400-065-0000

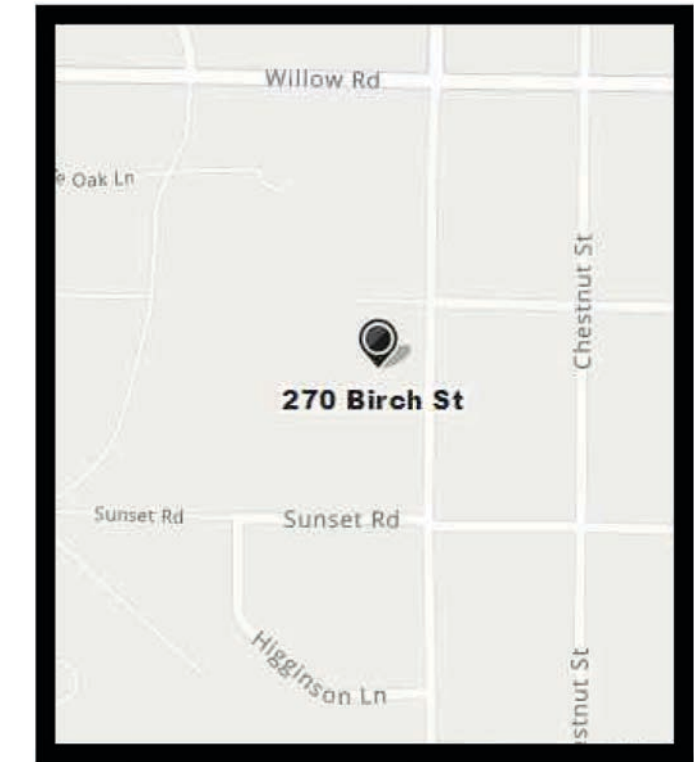
EXHIBIT B

PLANS

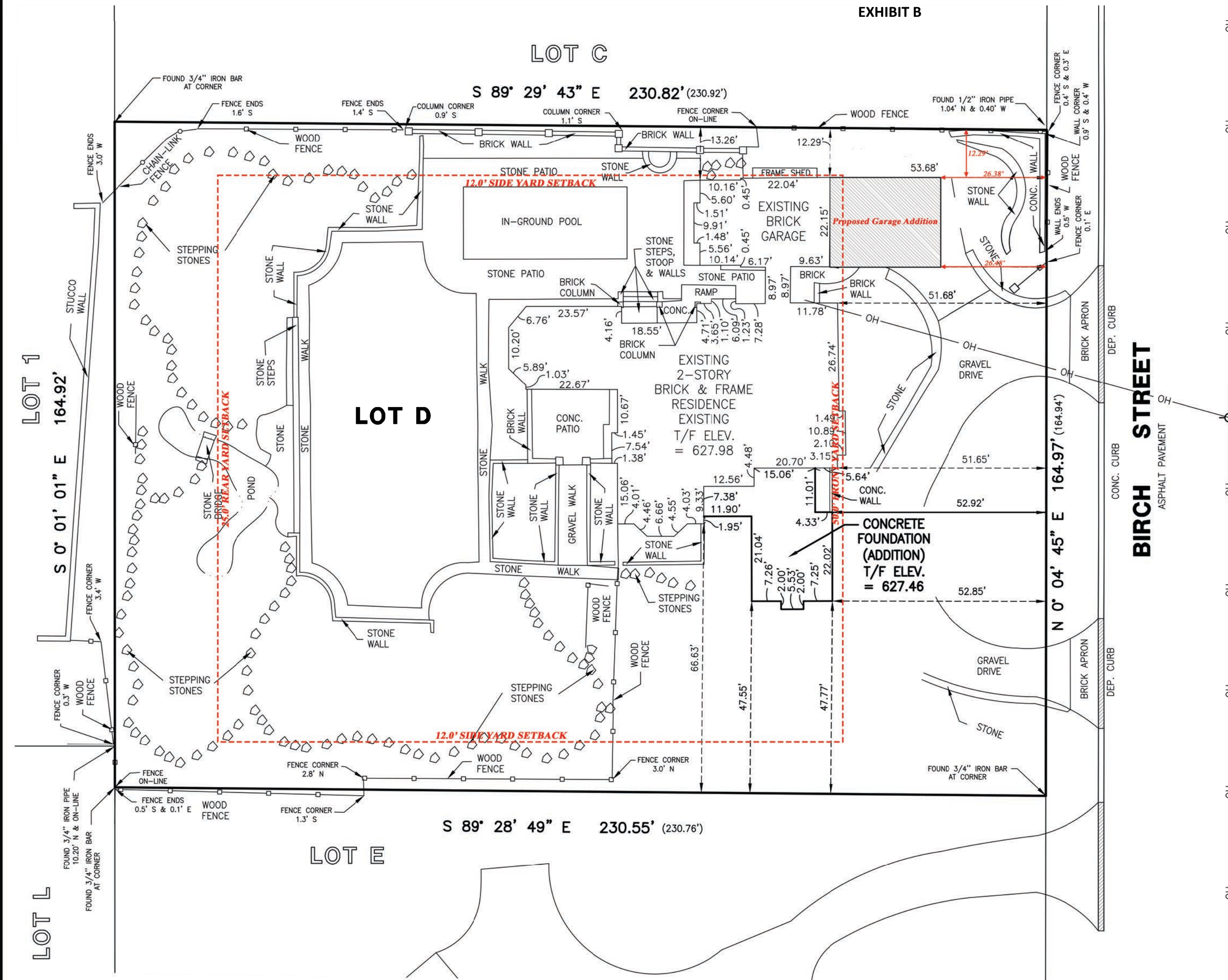
(SEE ATTACHED EXHIBIT B)

PLAT OF SURVEY

LOT D IN OWNER'S CONSOLIDATION OF LOTS 10 THROUGH 72 IN OAK GROVE ADDITION TO WINNETKA INCLUDED WITH VACATED WINDES AND OSGOOD STREETS, A SUBDIVISION OF THE EAST 8 ACRES OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 20, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.



LOCATION MAP
NOT TO SCALE



SURVEYORS NOTES:

- THIS SURVEY IS SUBJECT TO MATTERS OF TITLE WHICH MAY BE REVEALED BY A CURRENT TITLE REPORT.
- SURVEY FOR THE PURPOSE OF DEPICTING ADDITION.
- BUILDING TIES SHOWN HEREON ARE MEASURED TO THE OUTSIDE FACE OF FINISHED CONCRETE FOUNDATION.
- () DENOTES RECORD DIMENSION.
- BEARINGS HEREON SHOWN ARE ON AN ASSUMED BASIS.
- ORIGINAL CLIENT- DONALD ASHER
- ORIGINAL FIELD WORK COMPLETED- 08-14-20

GENERAL NOTES:

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- COMPARE DEED DESCRIPTION AND SITE CONDITIONS WITH THE DATA GIVEN ON THIS PLAT AND IMMEDIATELY REPORT ANY DISCREPANCIES TO THE SURVEYOR.

LEGEND

- POWER POLE
— OH — OVERHEAD LINES

AREA

38,048 Sq. Ft. OR 0.87 ACRES (MORE OR LESS)

STATE OF ILLINOIS } SS
COUNTY OF LAKE }

WE, GREENGARD INC., DO HEREBY STATE THAT WE HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AND THAT THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

DATED THIS 18TH DAY OF FEBRUARY, A.D., 2021

GREENGARD, INC.
111 BARCLAY BOULEVARD, SUITE 310
LINCOLNSHIRE, ILLINOIS 60069

JOSEPH R. SADOSKI
ILLINOIS
PROFESSIONAL LAND SURVEYOR NO. 3316
MY RENEWABLE LICENSE EXPIRES 11-30-22.



DESIGNED BY: AN	DATE: 08-17-20
CHECKED BY: JRS	DATE: 08-19-20
APPROVED BY:	DATE:

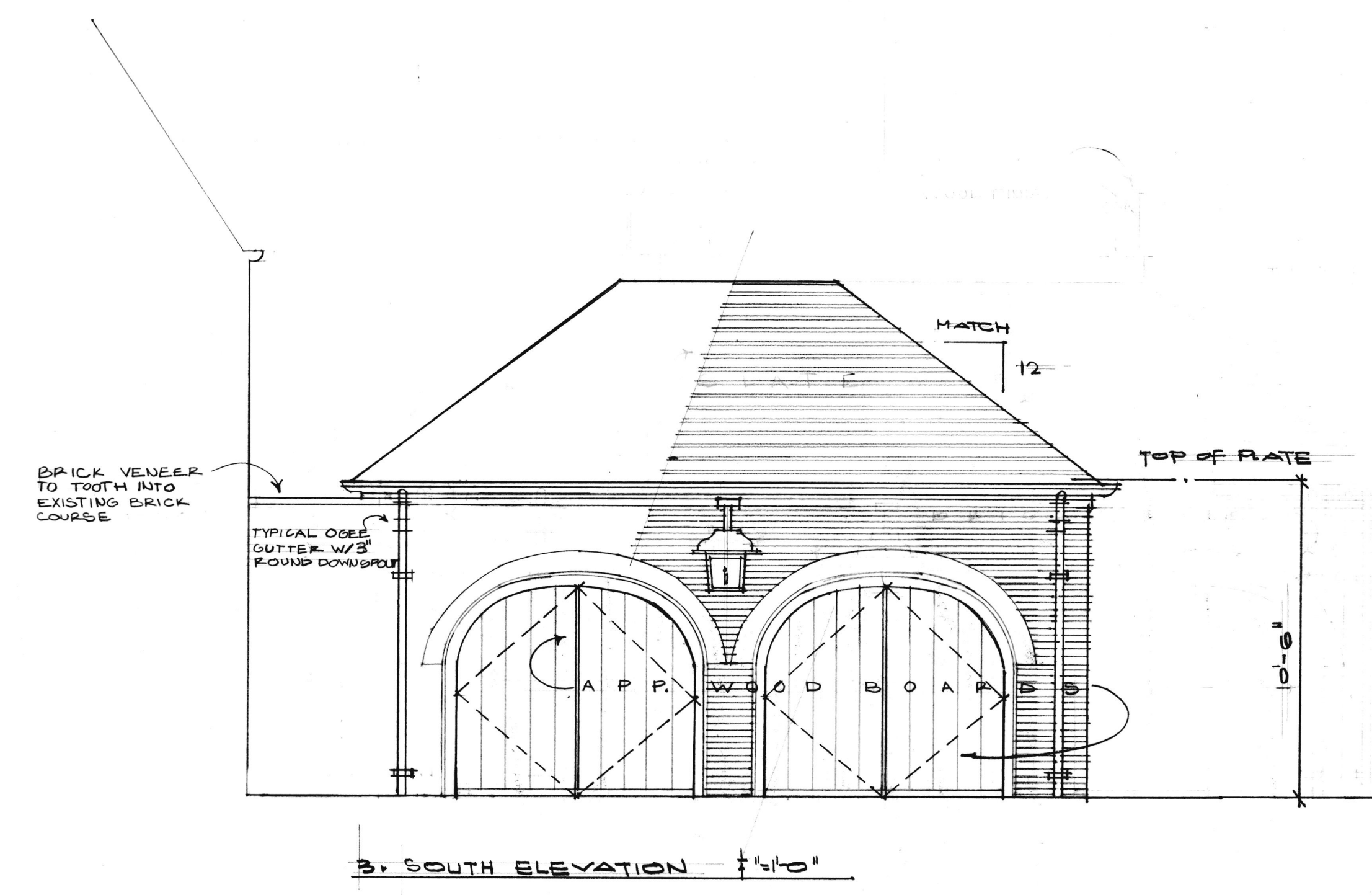
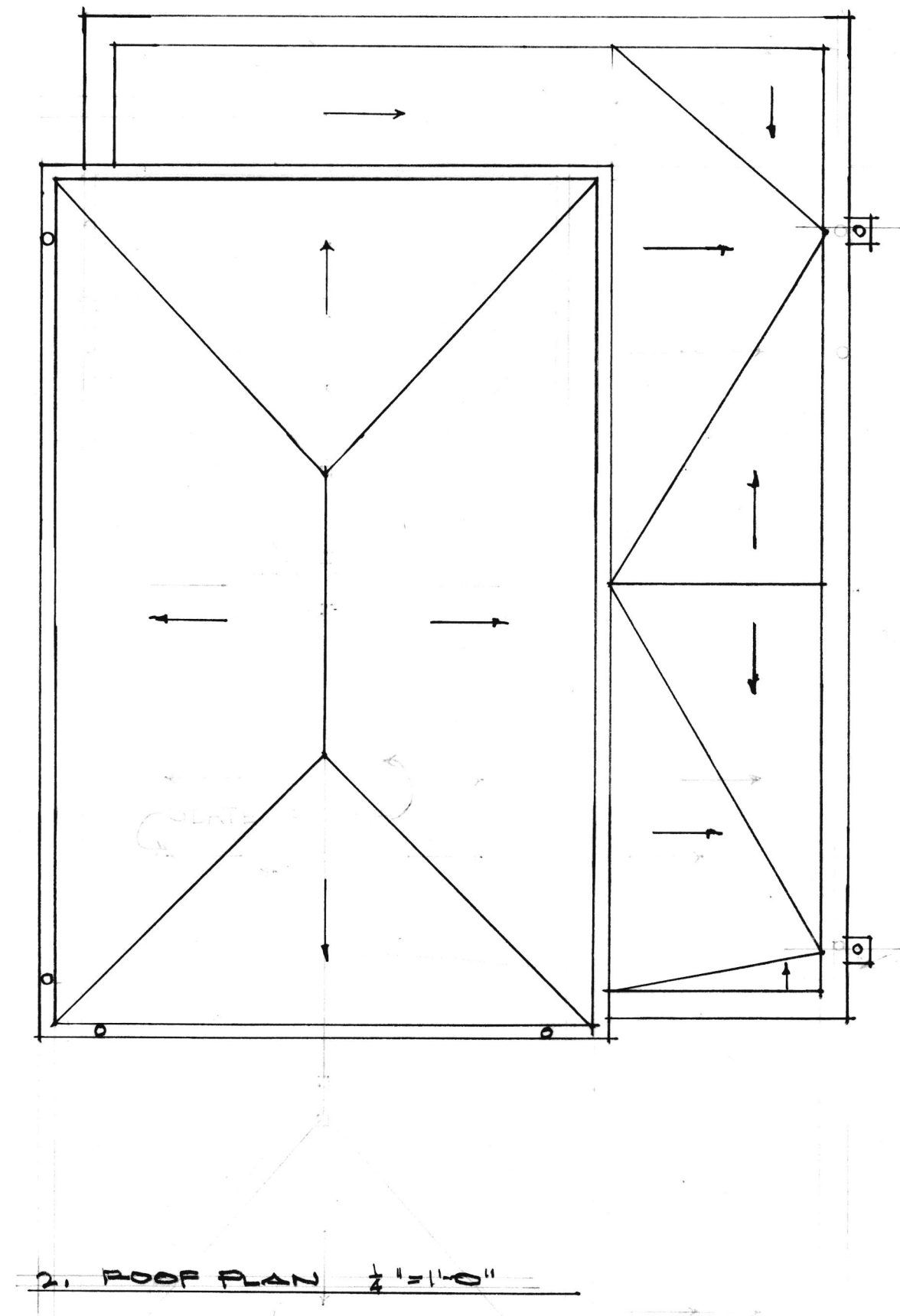
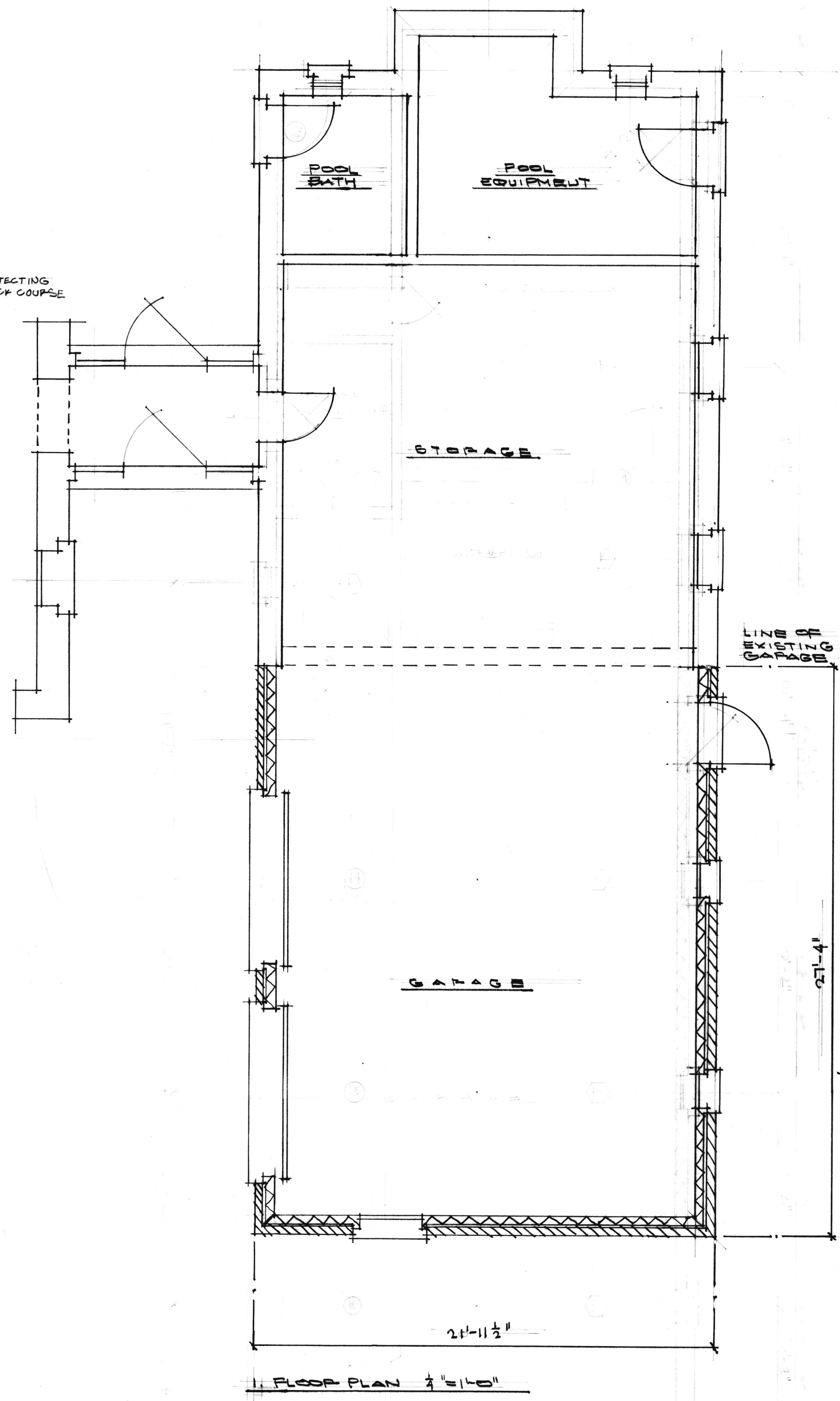
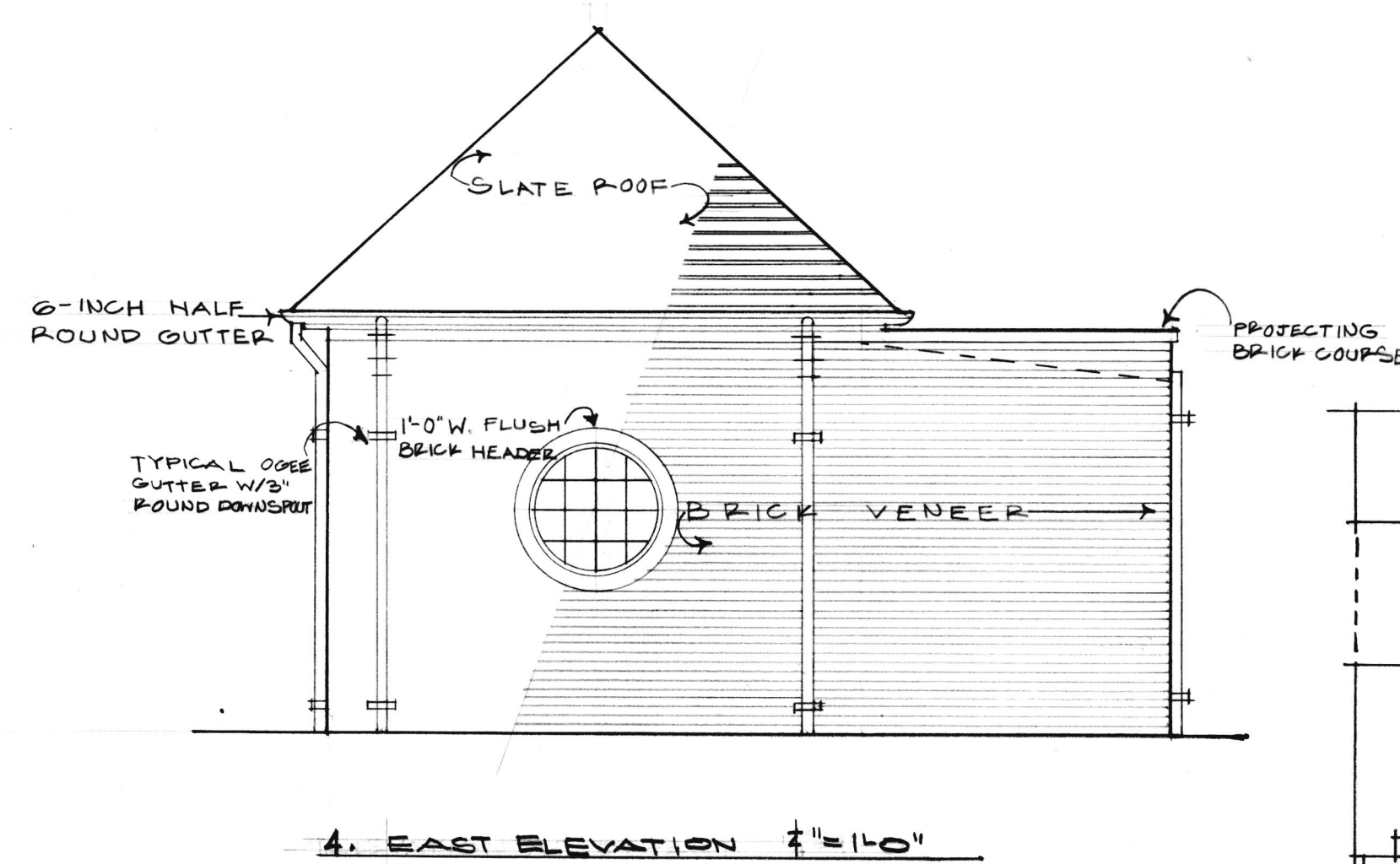
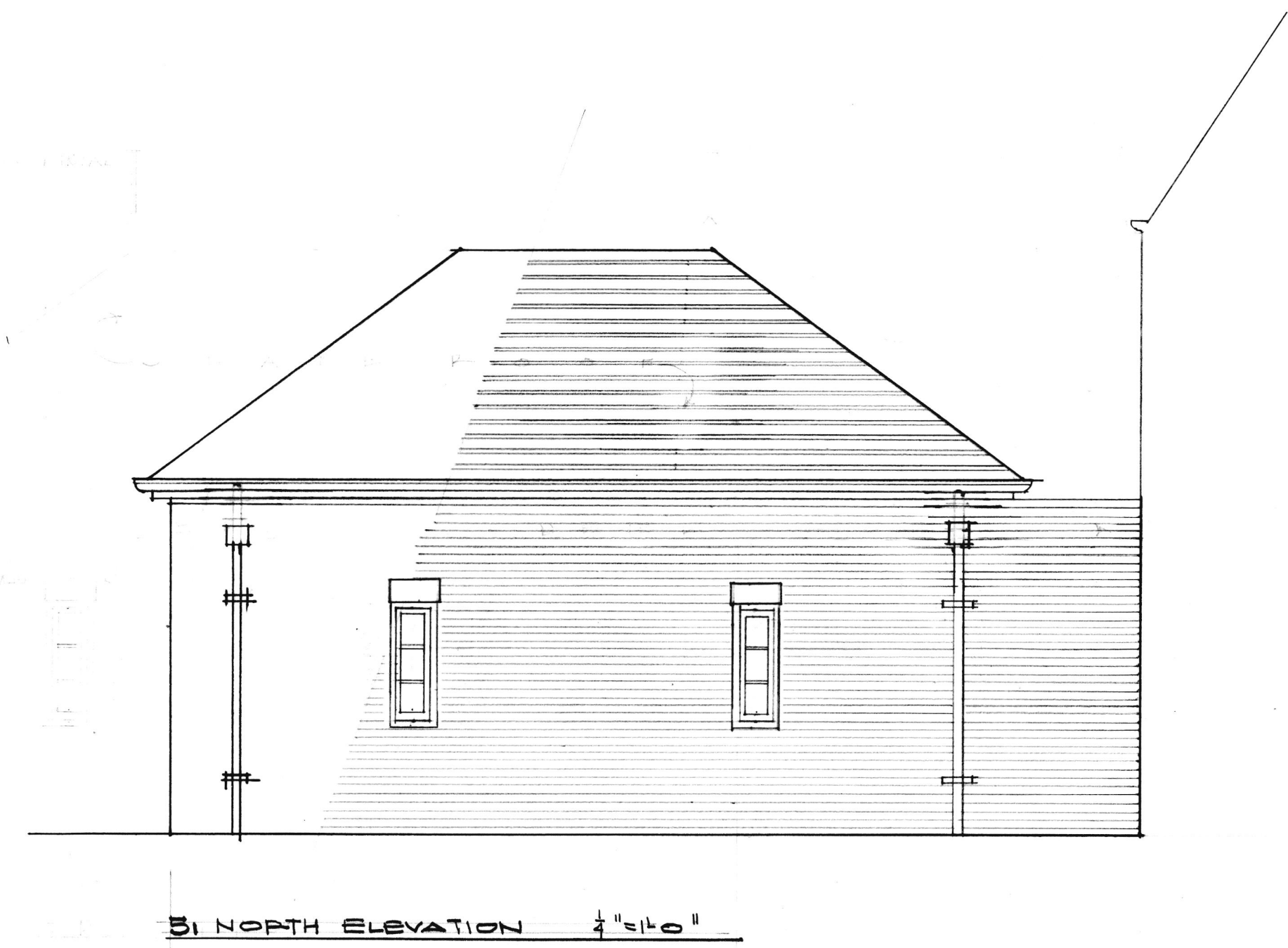


GREENGARD, INC.
Engineers • Surveyors • Planners
111 Barclay Blvd., Suite 310, Lincolnshire, Illinois 60069-3615
PHONE: 847-634-3883 E-MAIL: 231@GREENGARDINC.COM
FAX: 847-634-0687 ILL. REGISTRATION NO. 184-000995

SCALE:	1"=20'
DRAWING No.	66161
SHEET	1 OF 1

270 BIRCH STREET - WINNETKA, ILLINOIS

PLAT OF SURVEY



James B. Laughlin
jamesb@jbl.com
(603) 771-6055

A GARAGE
ADDITION FOR
ALEX AND
SPENCER
FASLER
270 BIRCH ST.
WINNETKA, IL
60093

FLOOR PLAN
AND ELEVATIONS

DEC. 3, 2024

EXHIBIT C

UNCONDITIONAL AGREEMENT AND CONSENT

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

WHEREAS, Spencer and Alexandra Kaehler (collectively, "*Applicant*") are the record title owners of the parcel of real property commonly known as 270 Birch 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 0.87 acres in area and located within the R-2 Single Family Residential District of the Village ("*R-2 District*") and is improved with a single-family residence ("*Residence*"); and

WHEREAS, the Applicant desires to construct a one-story attached garage addition on the front elevation of the Residence ("*Proposed Addition*"); and

WHEREAS, to construct the Proposed Addition on the Subject Property, the Applicant filed an application for a variation from Section 17.30.050 to allow a front yard setback of 26.38 feet from the east property line along Birch Street ("*Variation*"); and

WHEREAS, on December 3, 2024, the Village Council considered the Variation, and requested that the Applicant reduce the size of the Proposed Addition to accommodate two vehicles in order to reduce the amount of encroachment into the required front yard; and

WHEREAS, the Applicant reduced the size of the Proposed Addition on the Subject Property, thus amending its application for a variation from Section 17.30.050 to allow a front yard setback of 26.38 feet from the east property line along Birch Street ("*Amended Variation*"); and

WHEREAS, Ordinance No. M-18-2024, adopted by the Village Council on December __, 2024 ("*Ordinance*"), grants the Amended 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: **SPENCER KAEHLER**

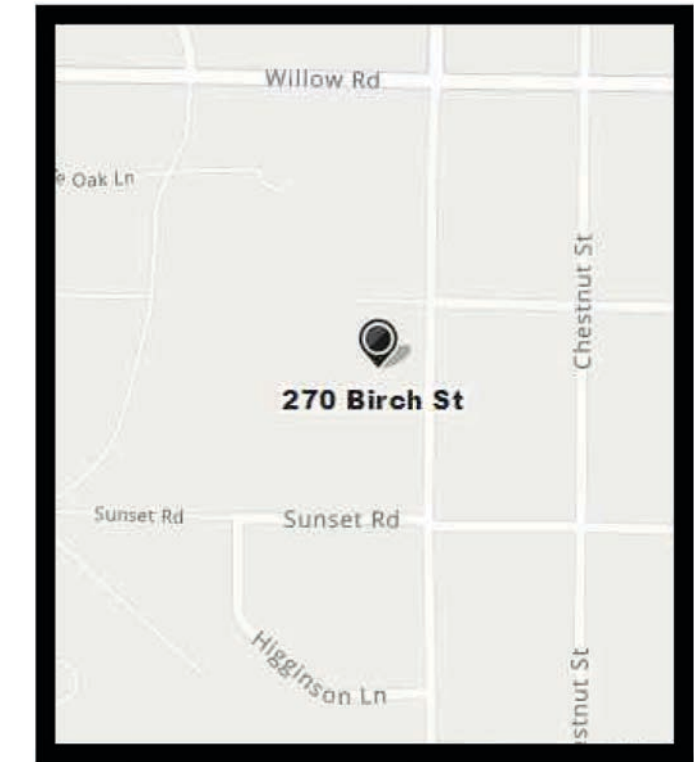
By: _____

ATTEST: **ALEXANDRA KAEHLER**

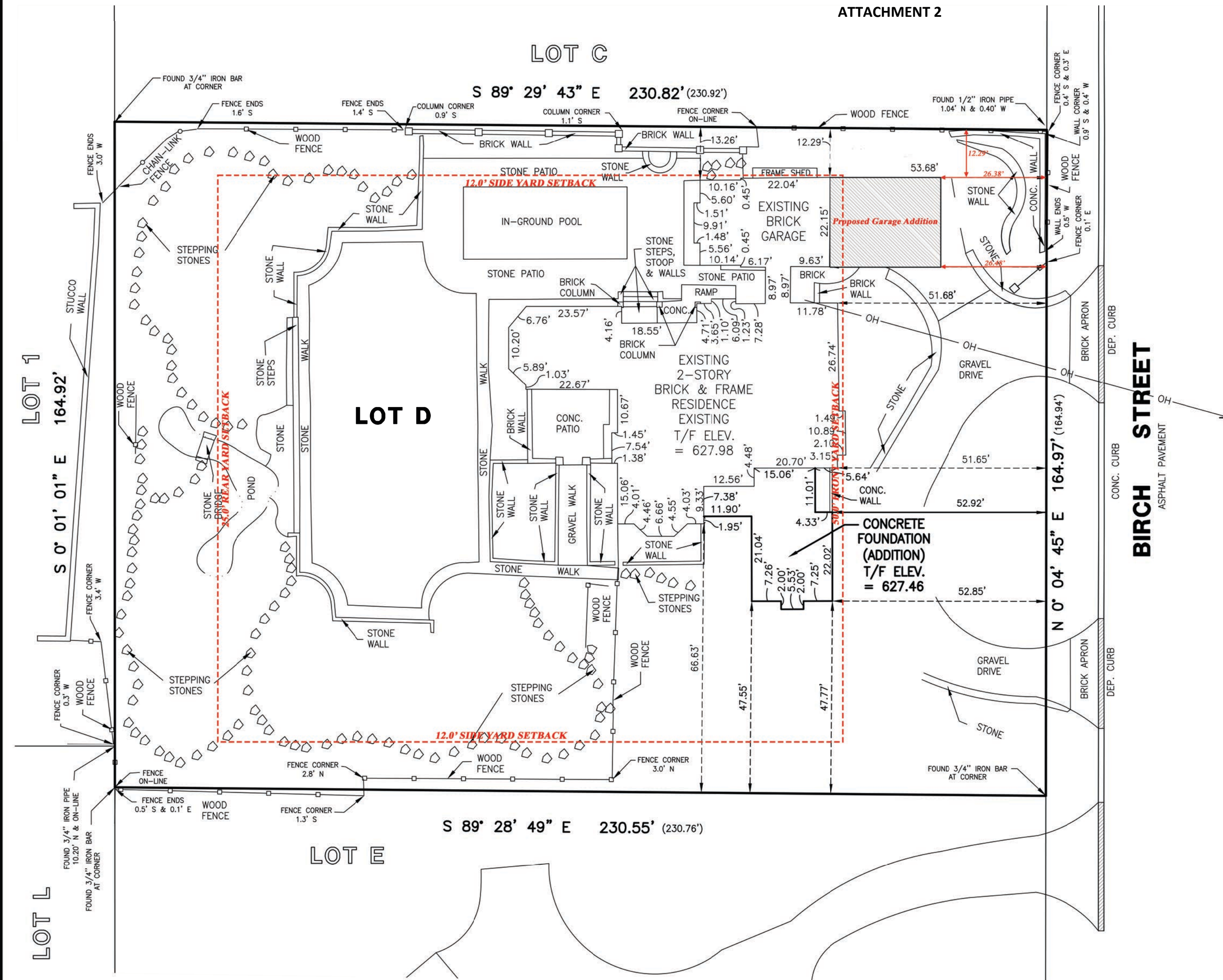
By: _____

PLAT OF SURVEY

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DATED THIS 18TH DAY OF FEBRUARY, A.D., 2021

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111 BARCLAY BOULEVARD, SUITE 310
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PROFESSIONAL LAND SURVEYOR NO. 3316
MY RENEWABLE LICENSE EXPIRES 11-30-22.



DESIGNED BY: AN	DATE: 08-17-20
CHECKED BY: JRS	DATE: 08-19-20
APPROVED BY:	DATE:

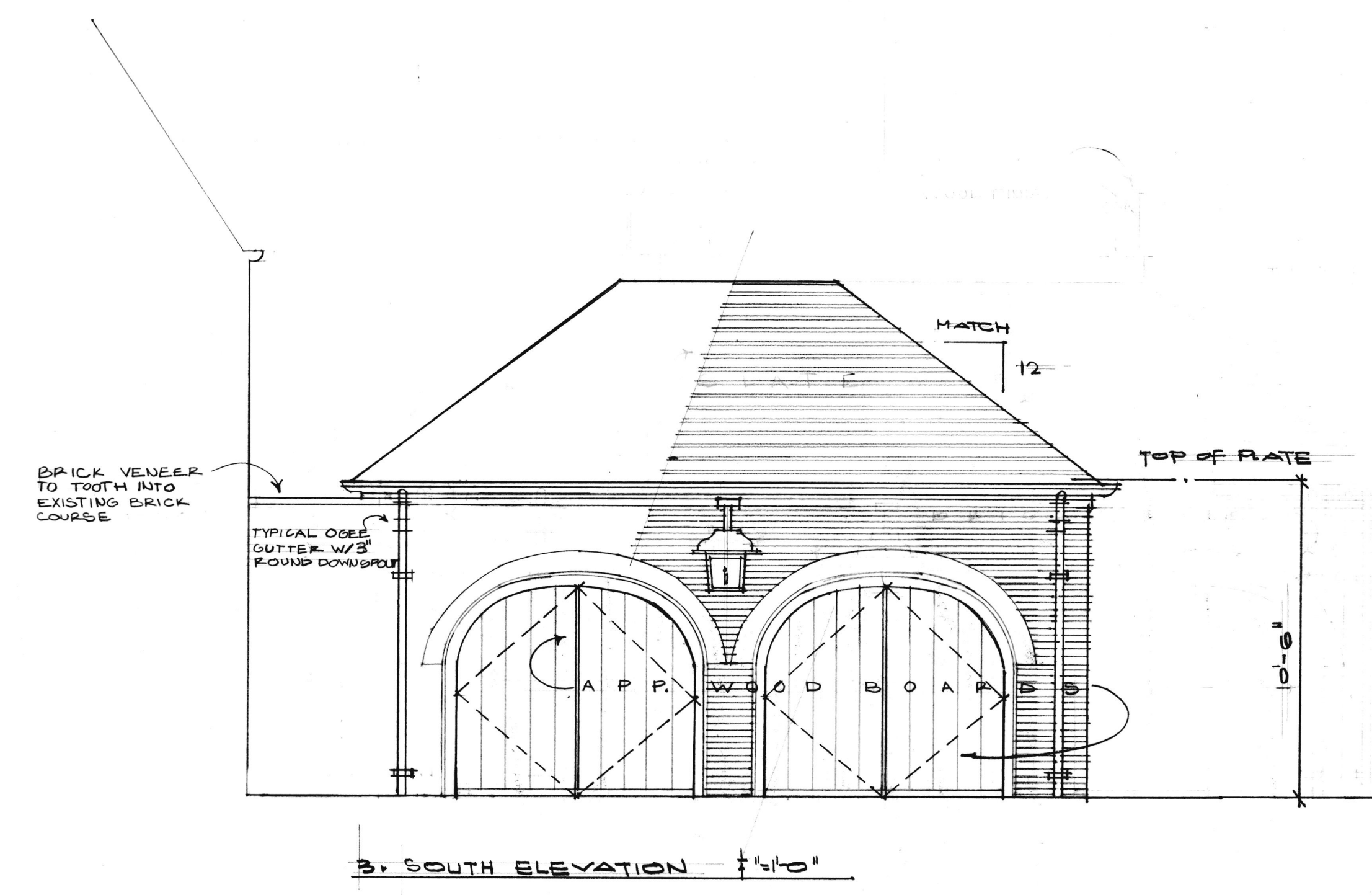
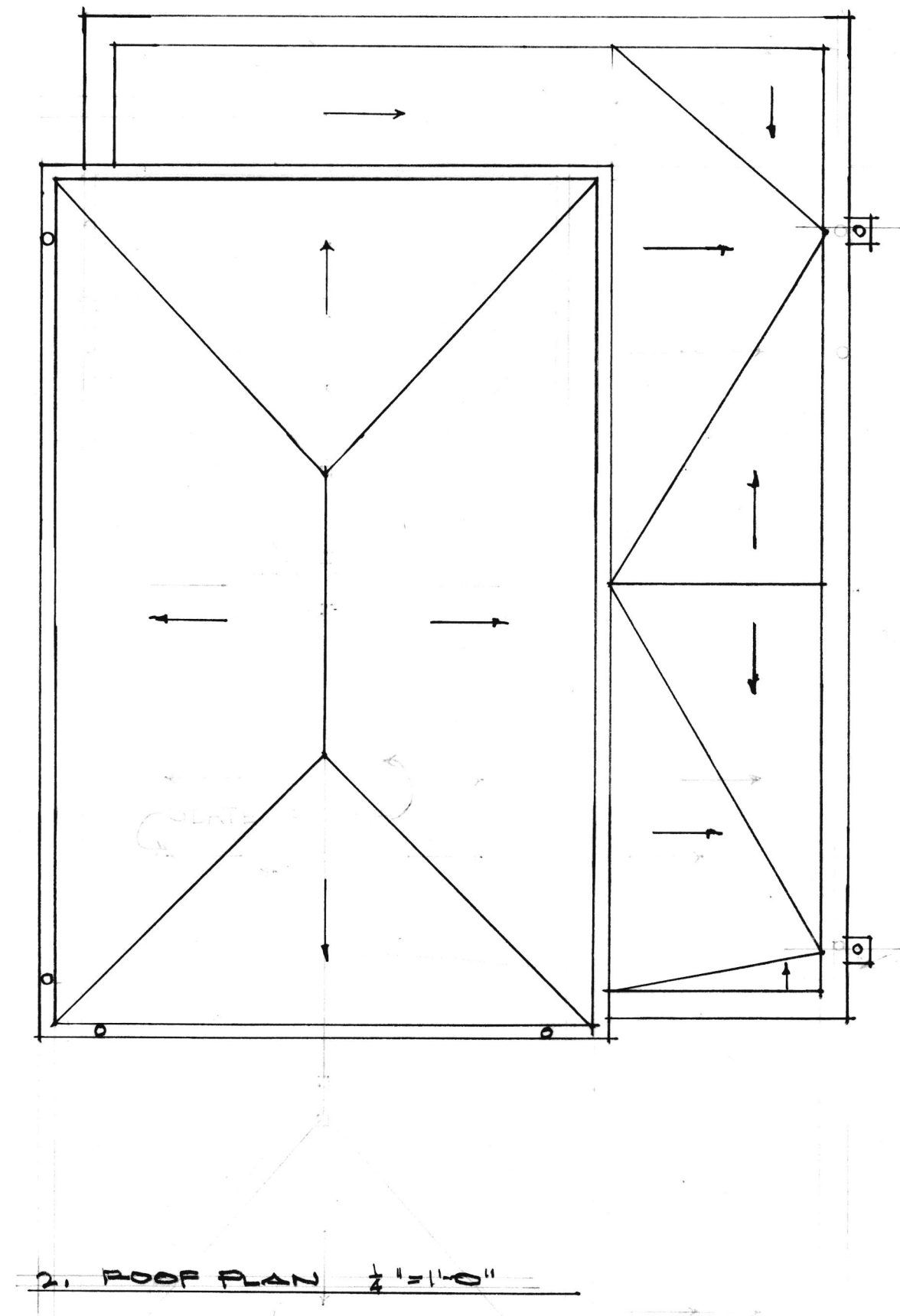
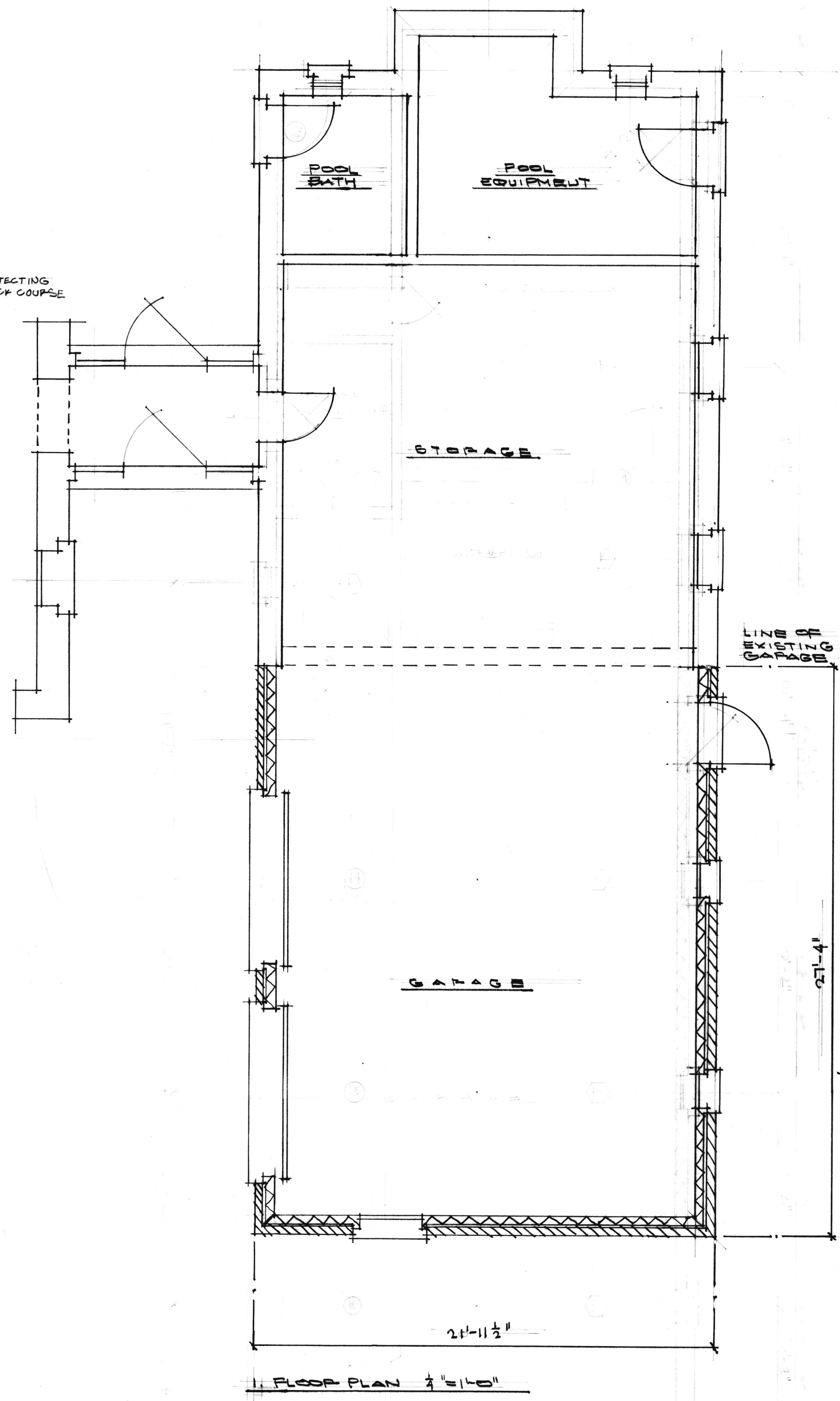
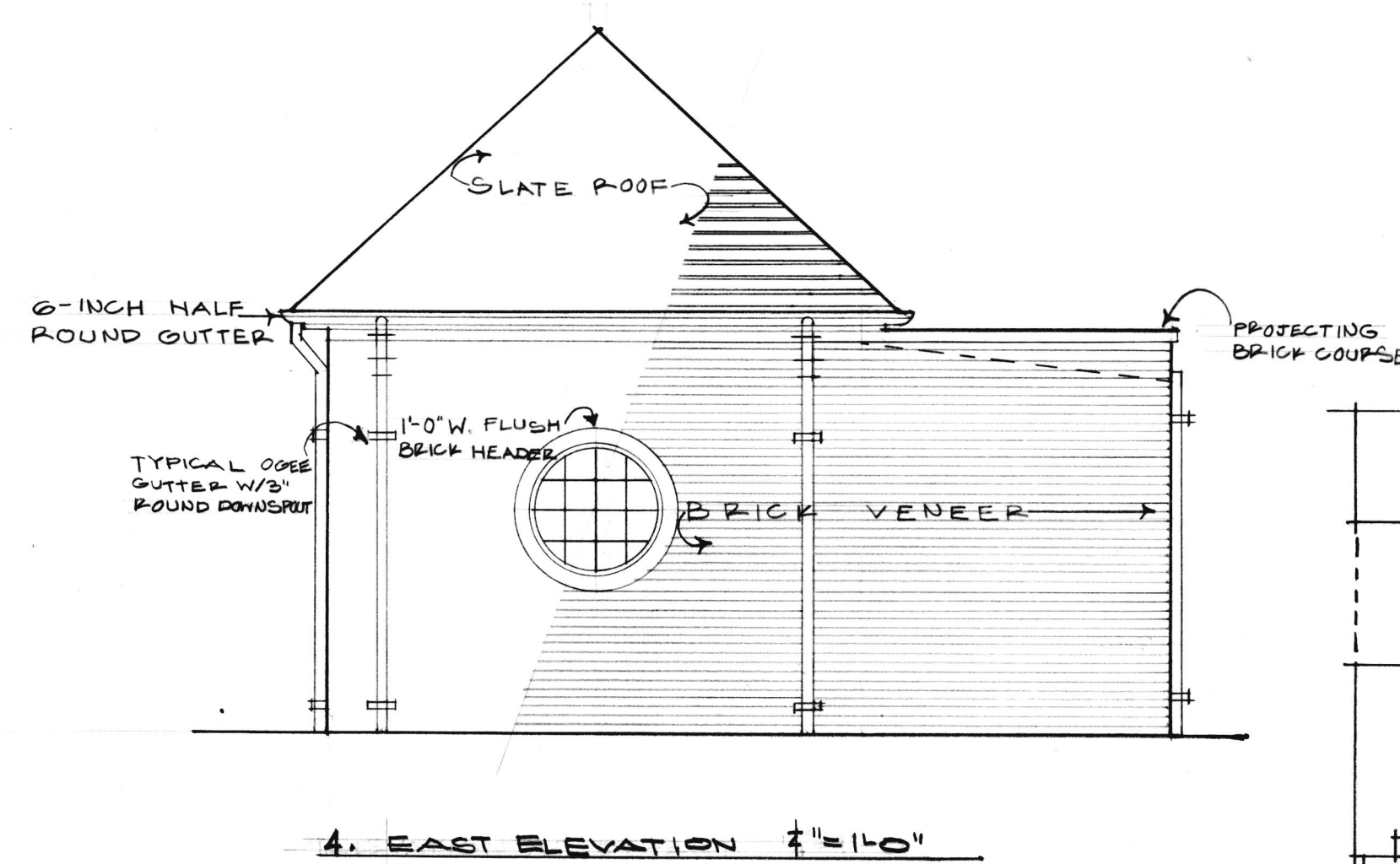
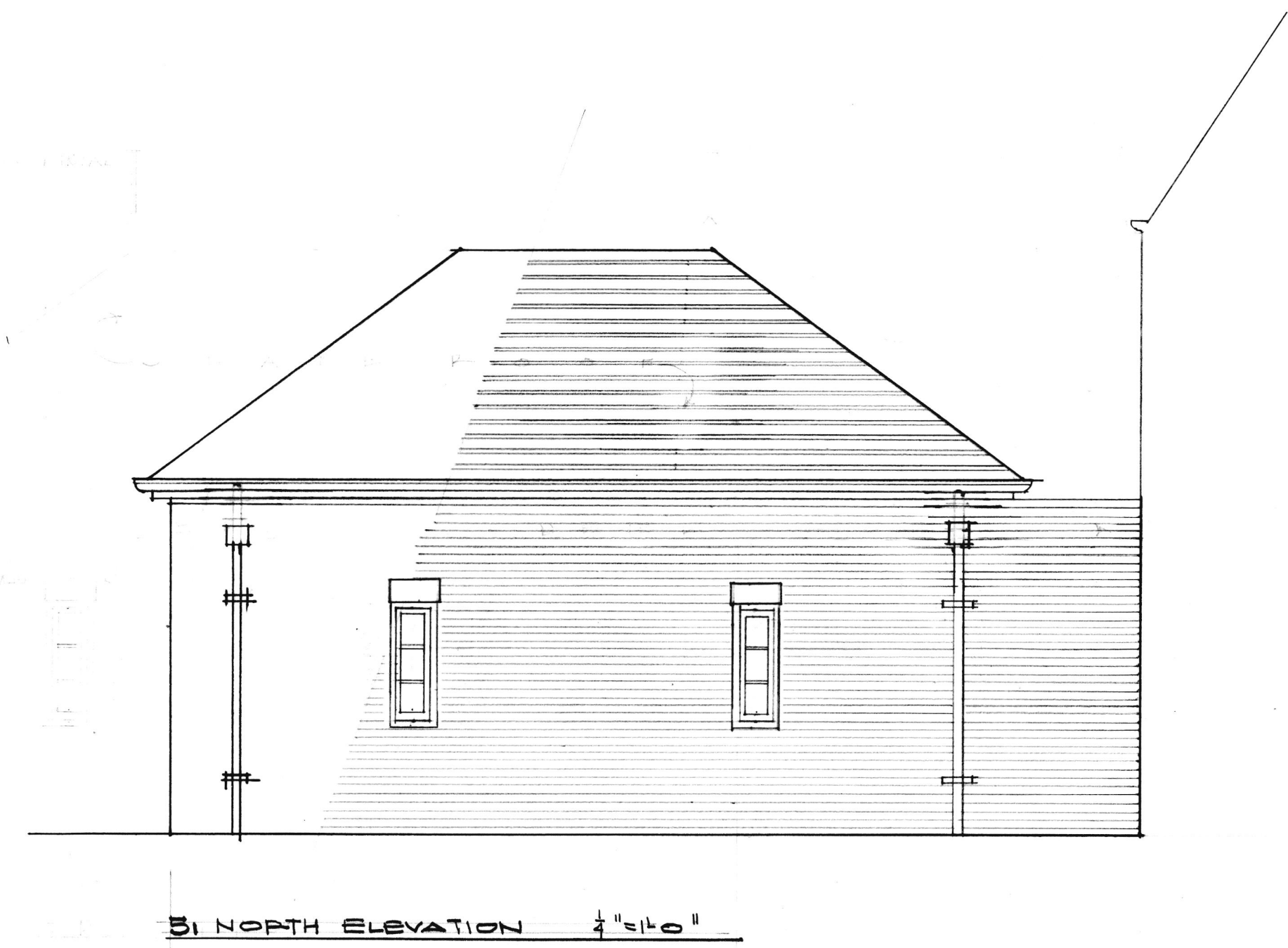


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SCALE:	1"=20'
DRAWING No.	66161
SHEET	1 OF 1

270 BIRCH STREET - WINNETKA, ILLINOIS

PLAT OF SURVEY



James B. Laughlin
jamesb@jblm.com
(603) 771-6033

A GARAGE
ADDITION FOR
ALEX AND
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FASLER
270 BIRCH ST.
WINNETKA, IL
60093

FLOOR PLAN
AND ELEVATIONS

DEC. 3, 2024

ATTACHMENT 3

From: [Kristin Kazenas](#)
Cc: [Ann Klaassen](#)
Subject: FW: Objection to Variance of Garage Approval for 270 Birch St
Date: Tuesday, December 3, 2024 9:06:48 AM

Dear Council,

Please see below for a public comment received in advance of tonight's Council meeting.

Any additional comments received will be forwarded separately.

Thank you,

Kristin

From: Frank Neaylon <[REDACTED]>
Sent: Monday, December 2, 2024 7:31 PM
To: Kristin Kazenas <KKazenas@winnetka.org>; Robert Apatoff <RApatoff@winnetka.org>; Chris Rintz <CRintz@winnetka.org>; Kim Handler <KHandler@winnetka.org>
Cc: [REDACTED]
Subject: Objection to Variance of Garage Approval for 270 Birch St

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

- Kristen, I spoke with Rob Apatoff today.
- And for variations for which the Village Council has retained the final decision-making authority, to make an advisory determination, based on the evidentiary record, finding whether the applicable standards for zoning variations have been met, recommending that the Council grant or deny the variation, and recommending what, if any, conditions the ZBA believes the Council should impose
- Neighbors objection is the Variance Approval of a 3 car garage where there is already an existing 2 car garage attached to the home they purchase 1 1/2 years ago.
- The zoning variance for Birch and most other streets in the village require a 50 foot set back from the Street (Birch Street) which the existing attached garage conforms to. The house was purchased with a 2 car garage and conforms to the Village rules for 21 feet across.
- Building a 3 car garage in addition will require a 17 foot set back from Birch

which does not adhere to the Village Standards 50 foot set back and will result in many others wanting the same variations and approval.

- Village is setting a precedents that will impact construction approvals going forward across the Village.
- Need to rethink the impact of this Variance before proceeding.

- Thank you...please send to Chris Rintz, Rob Apatoff, Kim Handler, Bob Dearbor before the meeting this Tuesday.
-



Agenda Item Executive Summary

TITLE: Ordinance No. M-19-2024: Granting Variations from the Winnetka Zoning Ordinance to Allow the Construction of a Detached Garage Within the R-3 Single Family Residential District (630 Walden Road) (Introduction/Adoption)

PRESENTER: David Schoon

AGENDA DATE: December 17, 2024

CONSENT: No

ITEM TYPE: Ordinances and Resolutions

ITEM HISTORY:

EXECUTIVE SUMMARY:

INTRODUCTION

On December 17, 2024, the Village Council is scheduled to consider Ordinance No. M-19-2024 in response to an application submitted by Terri and Brice Heath (collectively, the "Applicant") as the owners of the property located at 630 Walden Road (the "Subject Property"). (**Attachment 1**) The Applicant requests approval of the following zoning variations to allow construction of a detached garage on the southwest corner of the Subject Property:

1. **Corner yard setback** of 17 feet from the south property line along Pine Street, whereas a minimum of 22.49 feet is required, a variation of 5.49 feet (24.41%) [Section 17.30.050 – Front and Corner Yard Setbacks];
2. A detached garage on a corner lot located closer than 20 feet from the corner lot line, a variation of 3 feet (15%) [Section 17.30.110 – Garages]; and
3. An accessory building placed nearer the street line along Pine Street than the principal building [Section 17.30.050 – Front and Corner Yard Setbacks] [Note: The existing residence provides a corner yard setback of 21.48 feet];

The proposed garage would be approximately 462 square feet in area while being setback 6 feet from the west property line and 17 feet from the south property line along Pine Street. The garage would accommodate two vehicles, this would be in addition to the existing one-car attached garage on the front elevation of the residence facing Walden Road.

In order to access the proposed garage, the Applicant's plan includes a new curb cut and driveway accessed from Pine Street. The existing driveway off Walden Road would remain. Should the requested zoning relief be approved and a building permit is submitted for the garage, the Applicant would need to obtain approval from the Director of Engineering for the additional curb cut. The Applicant is working with the Engineering Department on the details necessary for the additional curb cut.

With the exception of the location of the proposed garage, the proposed improvements comply with the zoning regulations.

ADVISORY BOARD/COMMISSION REVIEW

The Zoning Board of Appeals (ZBA) considered the request at their November 18, 2024, meeting. **Attachment 2** includes the staff report to the ZBA and the draft meeting minutes, which summarize the request. Two public comments were received prior to the ZBA meeting. After hearing from the Applicant's architect, the Board discussed the request. The Board's discussion focused on the scope of the proposed zoning relief and the Applicant's stated goal of locating the proposed garage so a mature growth oak tree in their backyard could be preserved. They also discussed the effect on traffic from a new driveway off Pine Street in addition to the correspondence from neighbors. The Board concluded that the request was consistent with the variation standards, including standard three that the variation would not alter the essential character of the locality. Ultimately, by a vote of 5-0, the Board recommended approval of the request.

Regarding the preservation of the mature oak tree, since the November ZBA meeting, the Applicant has provided additional information regarding the proximity of the tree and proposed garage (Attachment 3). Based upon the Applicant's additionally submitted information, the tree would be nearly 17 feet from the proposed garage. The Village Forester has reviewed the proposed plan, and based on his assessment, construction activity (building, overdig, equipment passage) should occur no closer than 14 feet from the tree. The ideal distance between the tree and construction activity would be the critical root zone of nearly 22 feet. Construction activity occurring between the 14-foot distance and the critical root zone limit could still lead to some decline in the tree's well-being, but the level of decline is difficult to predict.

RECOMMENDATION:

Given the ZBA recommendation of approval was unanimous, the Council may wish to (a) consider waiving introduction of Ordinance No. M-19-2024 and consider adoption of the Ordinance, OR (b) consider only introduction of Ordinance No. M-19-2024.

ATTACHMENTS:

1. Attachment 1 - Ordinance No. M-19-2024: Granting Variation from the Zoning Ordinance for Construction of Detached Garage (630 Walden Road)
2. Attachment 2 - Nov. 14, 2024, ZBA Staff Report and Attachments, and Nov. 18, 2024, ZBA Draft Meeting Minutes
3. Attachment 3 - Arborist Evaluation and Updated Site Plan From Applicant

ATTACHMENT 1

ORDINANCE NO. M-19-2024

**AN ORDINANCE GRANTING VARIATIONS FROM THE
WINNETKA ZONING ORDINANCE TO ALLOW THE CONSTRUCTION
OF A DETACHED GARAGE WITHIN
THE R-3 SINGLE FAMILY RESIDENTIAL DISTRICT
(630 Walden Road)**

WHEREAS, Terri and Brice Heath (collectively, “*Applicant*”) are the record title owners of the parcel of real property commonly known as 630 Walden Road in Winnetka, Illinois, and legally described in **Exhibit A** attached to and, by this reference, made a part of this Ordinance (“*Subject Property*”); and

WHEREAS, the Subject Property is approximately 0.28 acres in area and located within the R-3 Single Family Residential District of the Village (“*R-3 District*”) and is improved with a two-story single-family residence and an attached one-car garage (“*Residence*”); and

WHEREAS, the Applicant desires to construct a detached garage on the southwest side of the Subject Property (“*Detached Garage*”); and

WHEREAS, to construct the Detached Garage on the Subject Property at the location proposed by the Applicant, the Applicant filed an application for three variations from the Winnetka Zoning Ordinance (“*Zoning Ordinance*”) including: (i) a variation from Section 17.30.050 to allow a corner yard setback of 17 feet from the south property line along Pine Street, where a minimum of 22.49 feet is required; (ii) a variation from Section 17.30.110 to allow a detached garage on a corner lot to be 17 feet from the corner lot line, where a minimum of 20 feet is required; and (iii) a variation from Section 17.30.050 to allow an accessory building to be placed nearer the street line along Pine Street, than the principal building (collectively, “*Variations*”); and

WHEREAS, on November 18, 2024, after due notice thereof, the Zoning Board of Appeals (“*ZBA*”) conducted a public hearing on the Variations and, by a vote of five members in favor and zero opposed, recommended that the Council of the Village of Winnetka (“*Village Council*”) approve the Variations; and

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

WHEREAS, the Village Council has determined that approval of the Variations for the Subject Property within the R-3 District are in the best interest of the Village and its residents;

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

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

SECTION 2: APPROVAL OF VARIATIONS. Subject to, and contingent upon, the terms, conditions, restrictions, and provisions set forth in Section 3 of this Ordinance, the following Variations are hereby granted to allow the construction of the Detached Garage on the Subject Property, in accordance with and pursuant to Chapter 17.60 of the Zoning Ordinance and the home rule powers of the Village:

- A. Corner Yard Setback. A variation from Section 17.30.050 of the Zoning Ordinance to permit a corner yard setback of 17 feet from the south property line along Pine Street, where a minimum of 22.49 is required.
- B. Garage on Corner Lot. A variation from Section 17.30.110.D of the Zoning Ordinance to permit the Detached Garage on a corner lot to be 17 feet from the corner lot line, where a minimum of 20 feet is required.
- C. Location of Detached Garage. A variation from Section 17.30.050.C.5 of the Zoning Ordinance to permit the Detached Garage to be placed nearer the street line along Pine Street than the Residence.

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

- A. Commencement of Construction. The Applicant must commence the construction of the Detached Garage 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 Detached Garage 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 Detached Garage on the Subject Property must be in strict accordance with the plans prepared by Healy M. Rice PC consisting of 1 sheet, with a latest revision date of September 4,

2024, a copy of which are attached to, and by this reference, made part of this Ordinance as **Exhibit B (“Plans”)**, except for minor changes and site work approved by the Director of Community Development or the Director of Engineering (within their respective permitting authority) in accordance with all applicable Village codes, ordinances, and standards.

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

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

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

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

SECTION 8: EFFECTIVE DATE.

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

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

of the terms, conditions, and limitations set forth in this Ordinance and to indemnify the Village for any claims that may arise in connection with the approval of this Ordinance.

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

[SIGNATURE PAGE FOLLOWS]

PASSED this 17th day of December, 2024, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this ____ day of _____, 2024.

Signed:

Village President

Countersigned:

Village Clerk

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

Introduced: _____, 2024

Passed and Approved: _____, 2024

EXHIBIT A

LEGAL DESCRIPTION OF SUBJECT PROPERTY

LOT 9 (EXCEPT THE NORTH 75 FEET) IN BURLING'S RESUBDIVISION OF BLOCK 2 IN NELSON'S SUBDIVISION OF LOT 61 AND PART OF LOT 60 IN THE COUNTY CLERK'S SUBDIVISION OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE RIGHT OF WAY OF THE CHICAGO AND NORTHWESTERN RAILROAD, IN COOK COUNTY, ILLINOIS.

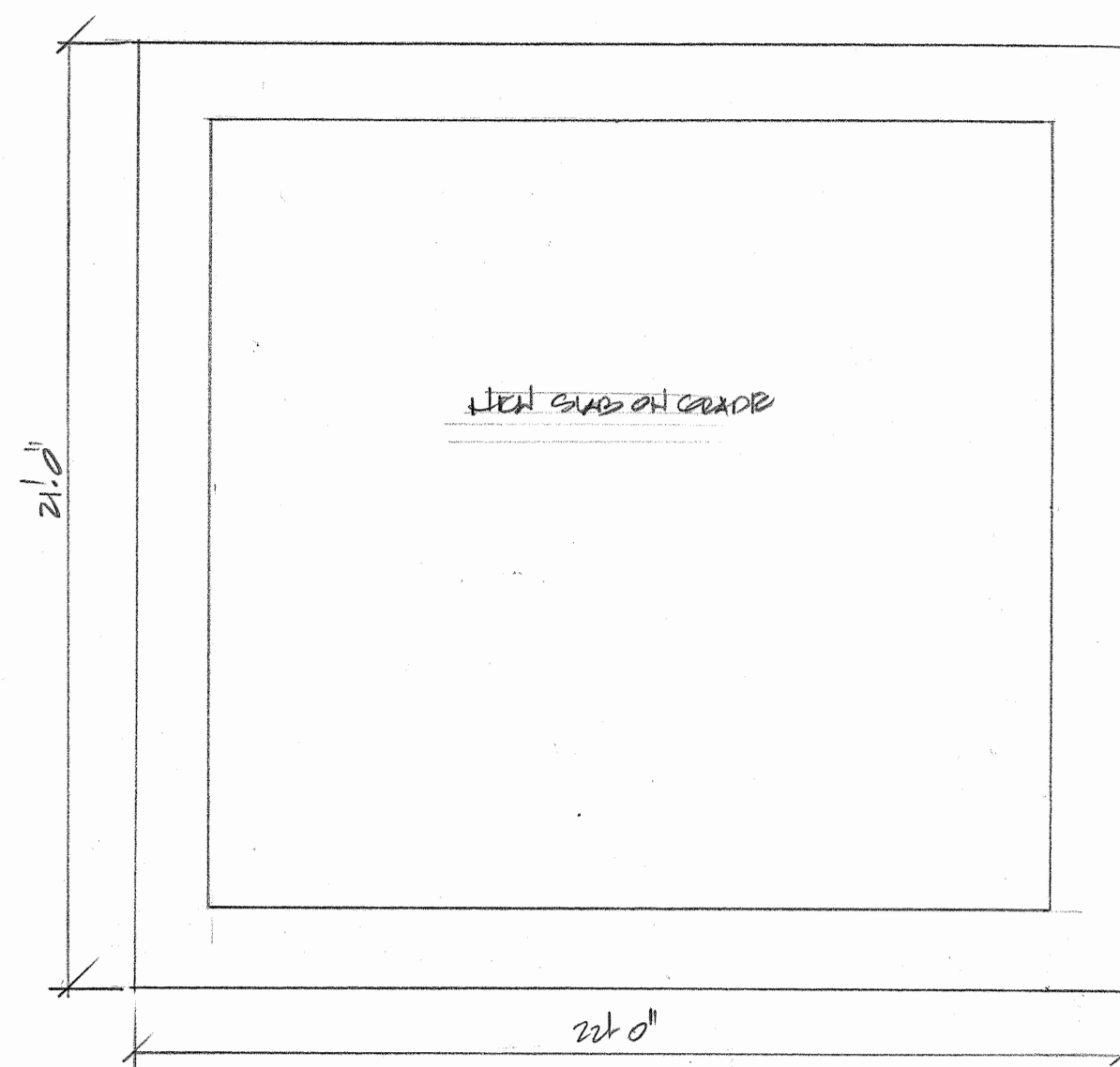
Commonly known as 630 Walden Road, Winnetka, Illinois.

PIN: 05-17-411-015-0000

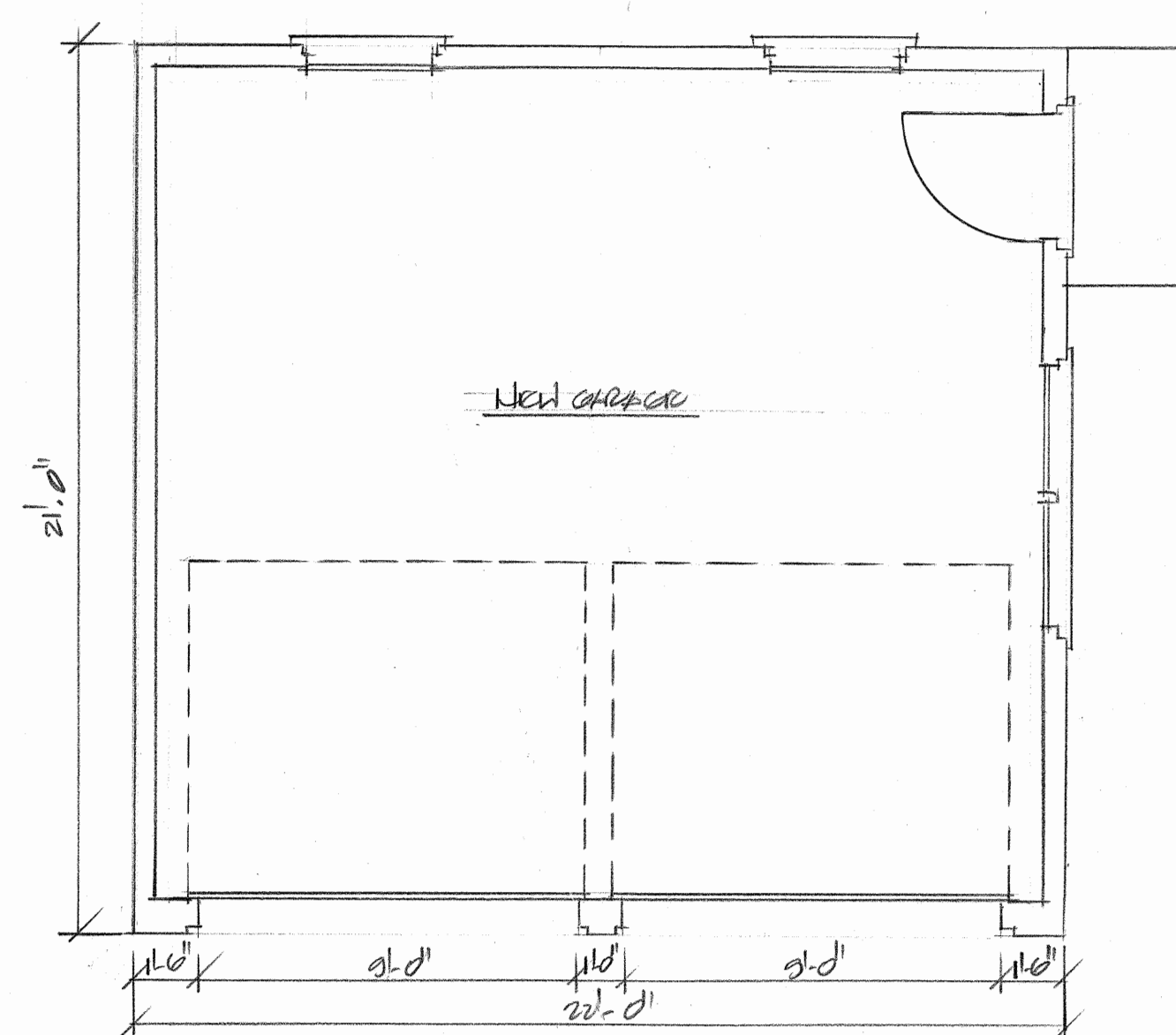
EXHIBIT B

PLANS

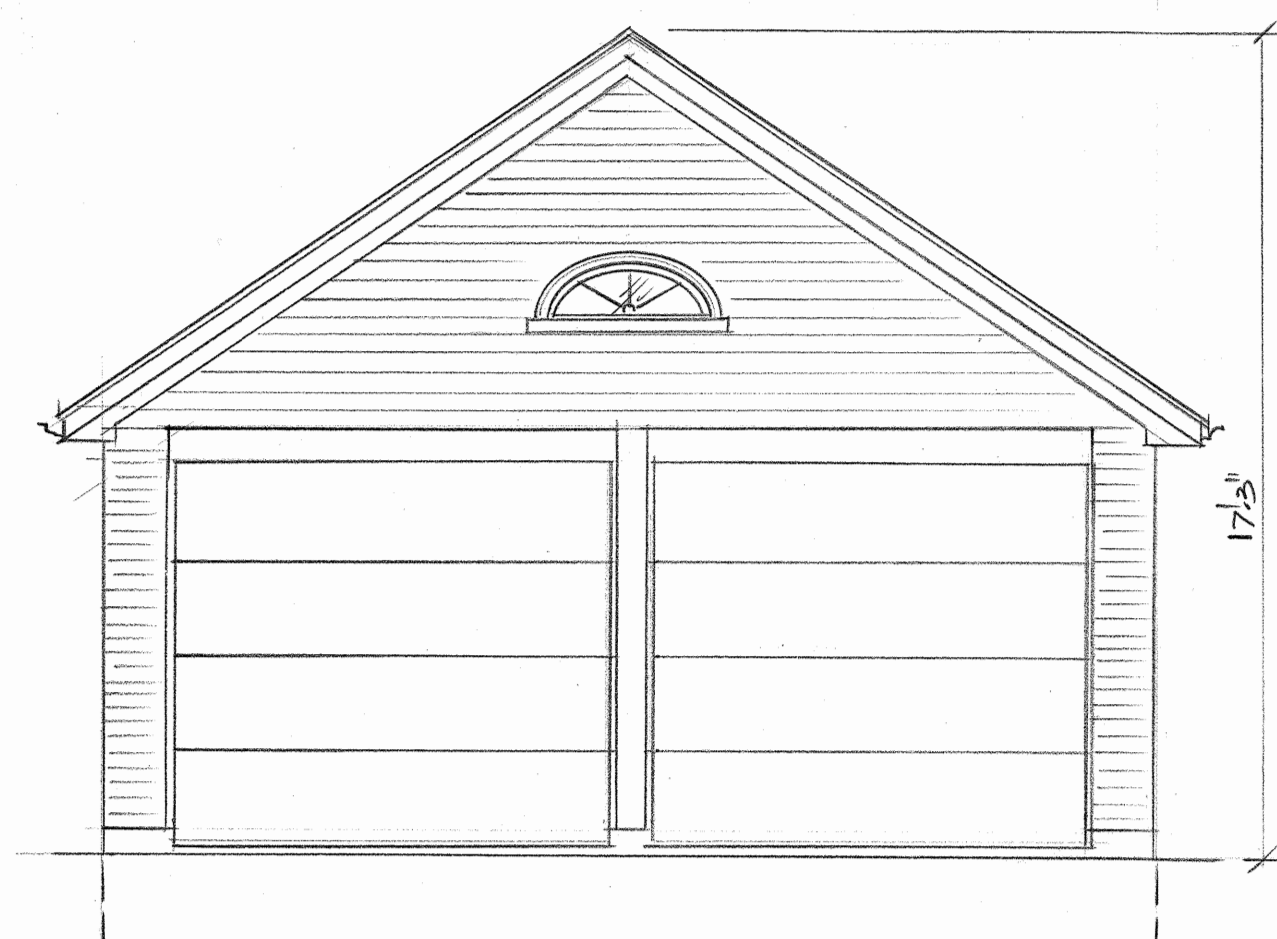
(SEE ATTACHED EXHIBIT B)



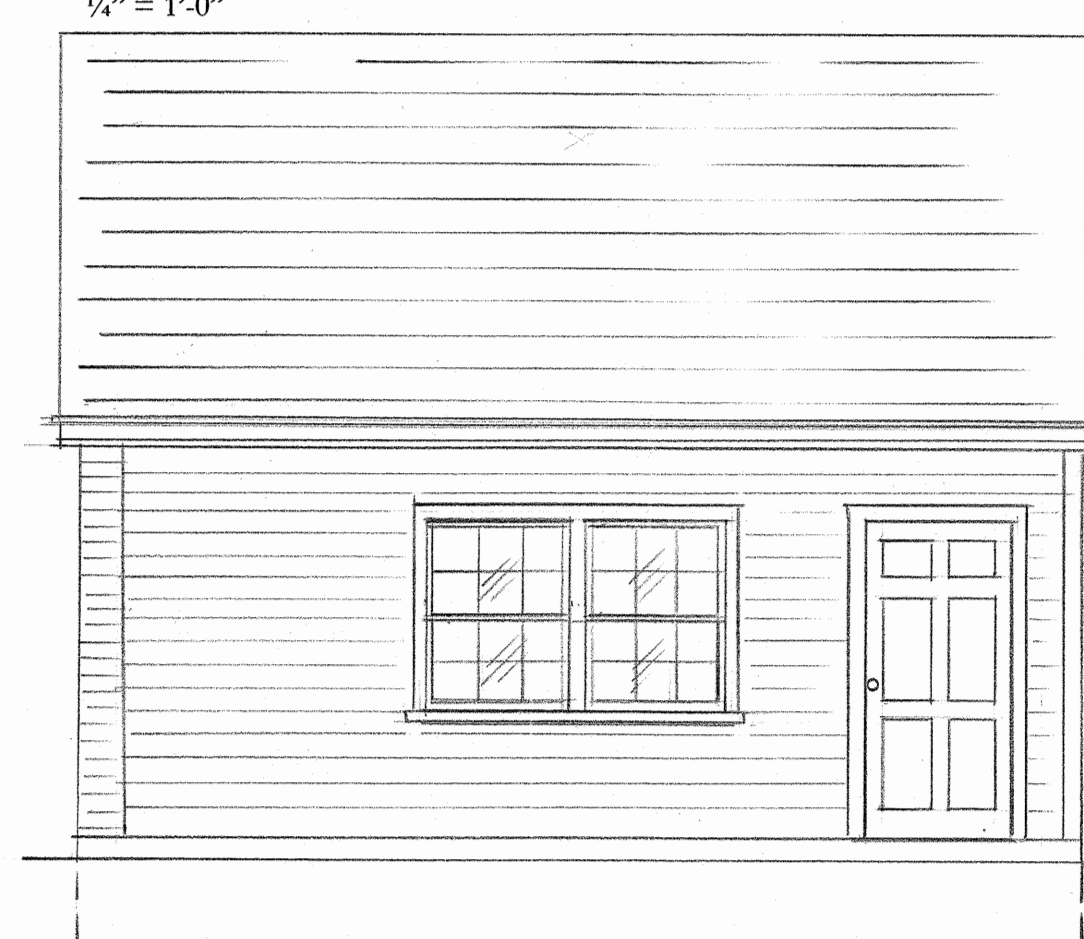
GARAGE FOUNDATION
1/4" = 1'-0"



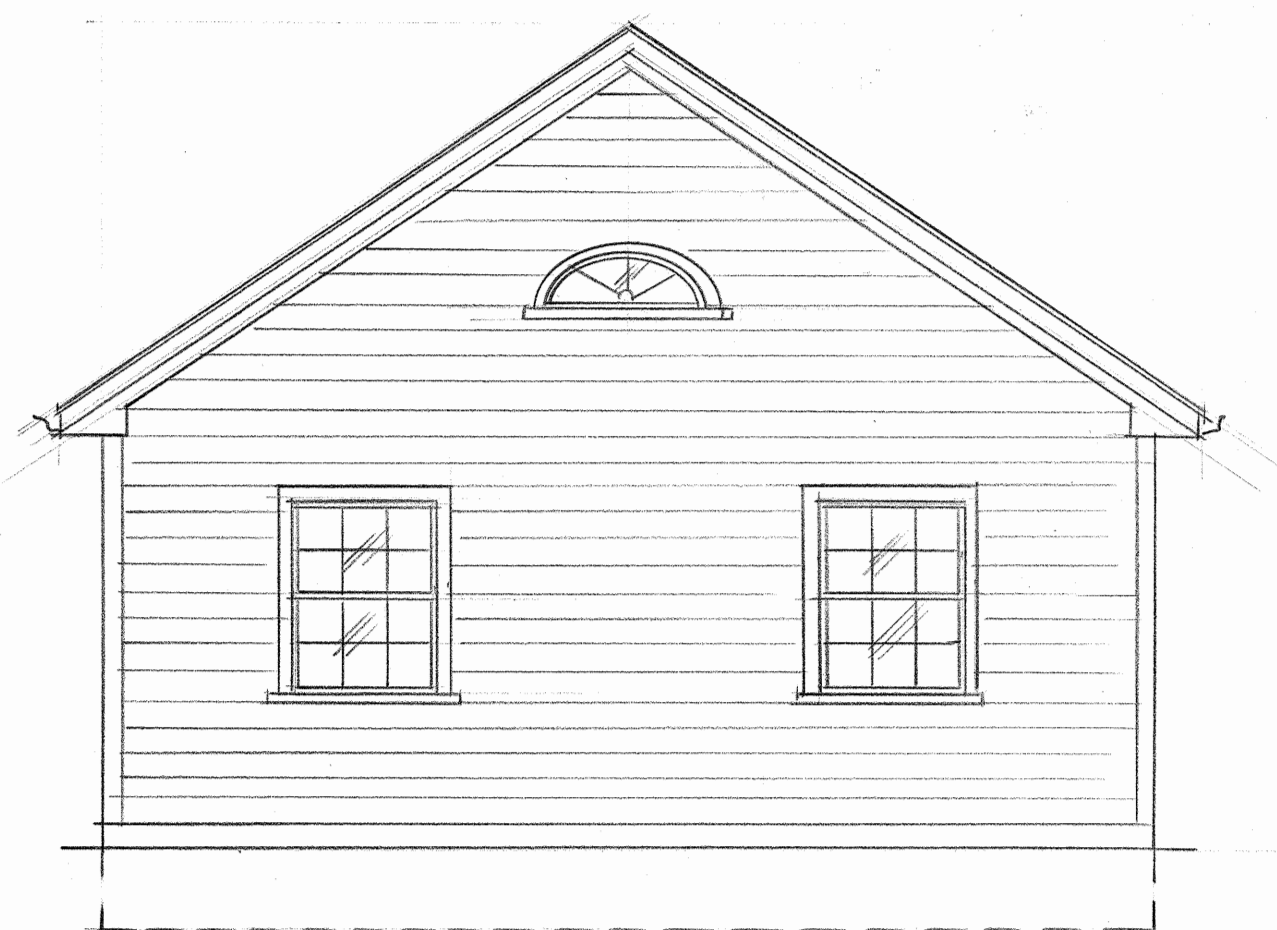
GARAGE PLAN
1/4" = 1'-0"



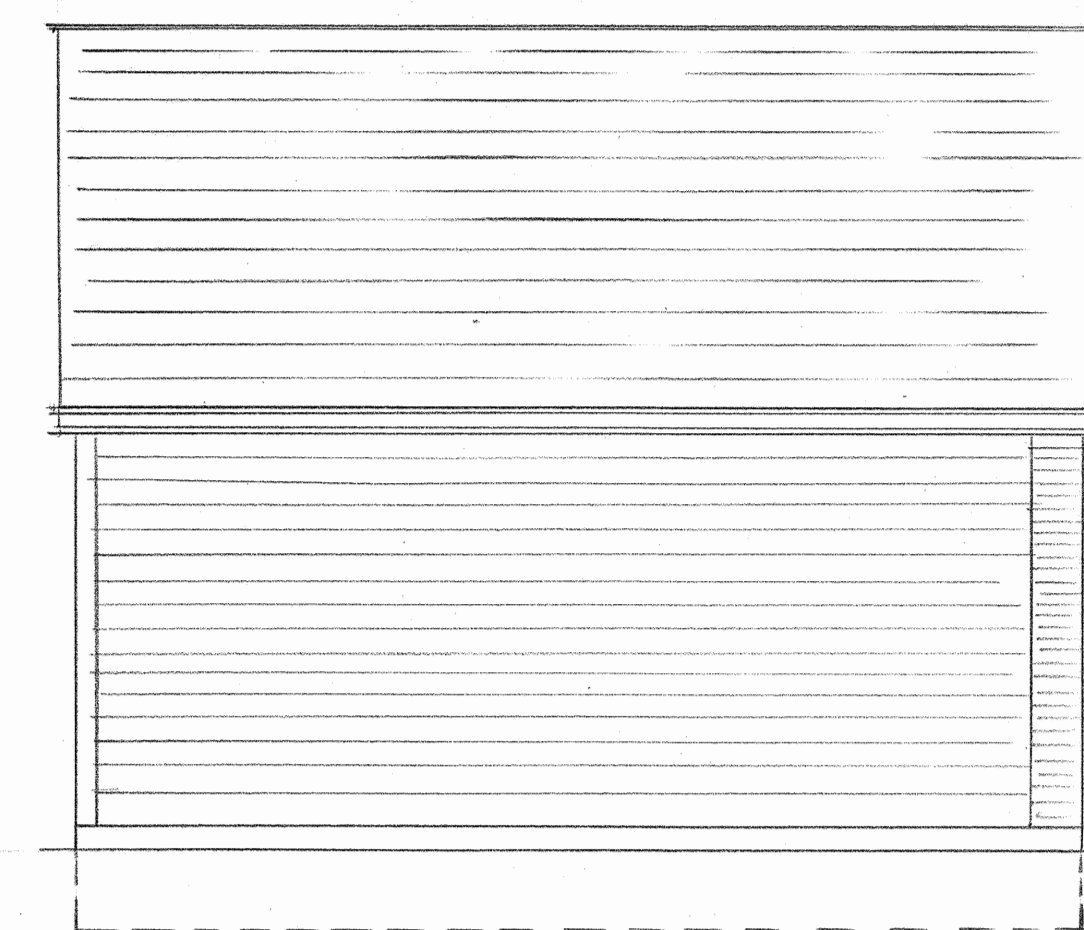
SOUTH ELEVATION
1/4" = 1'-0"



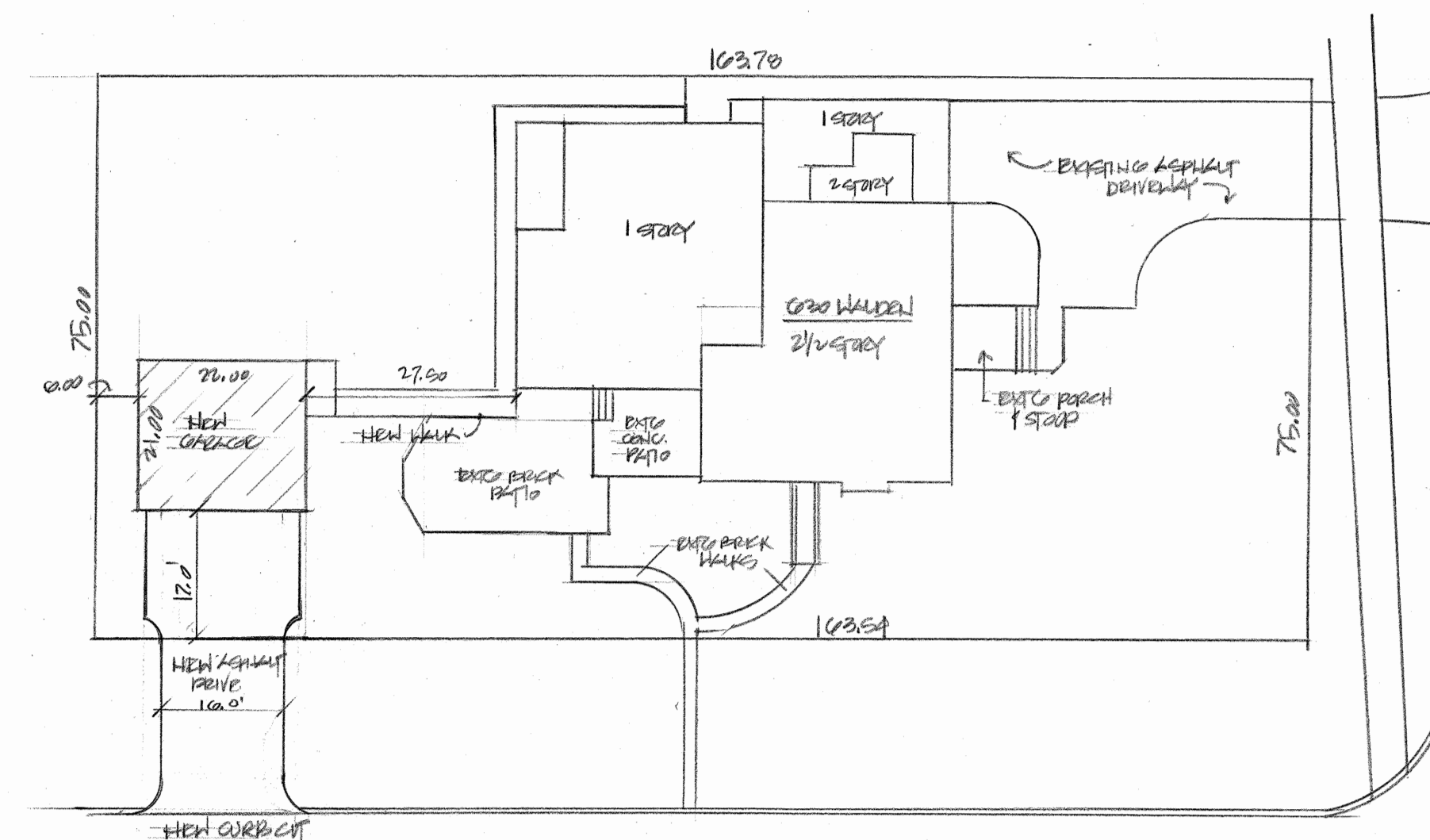
EAST ELEVATION
1/4" = 1'-0"



NORTH ELEVATION
1/4" = 1'-0"



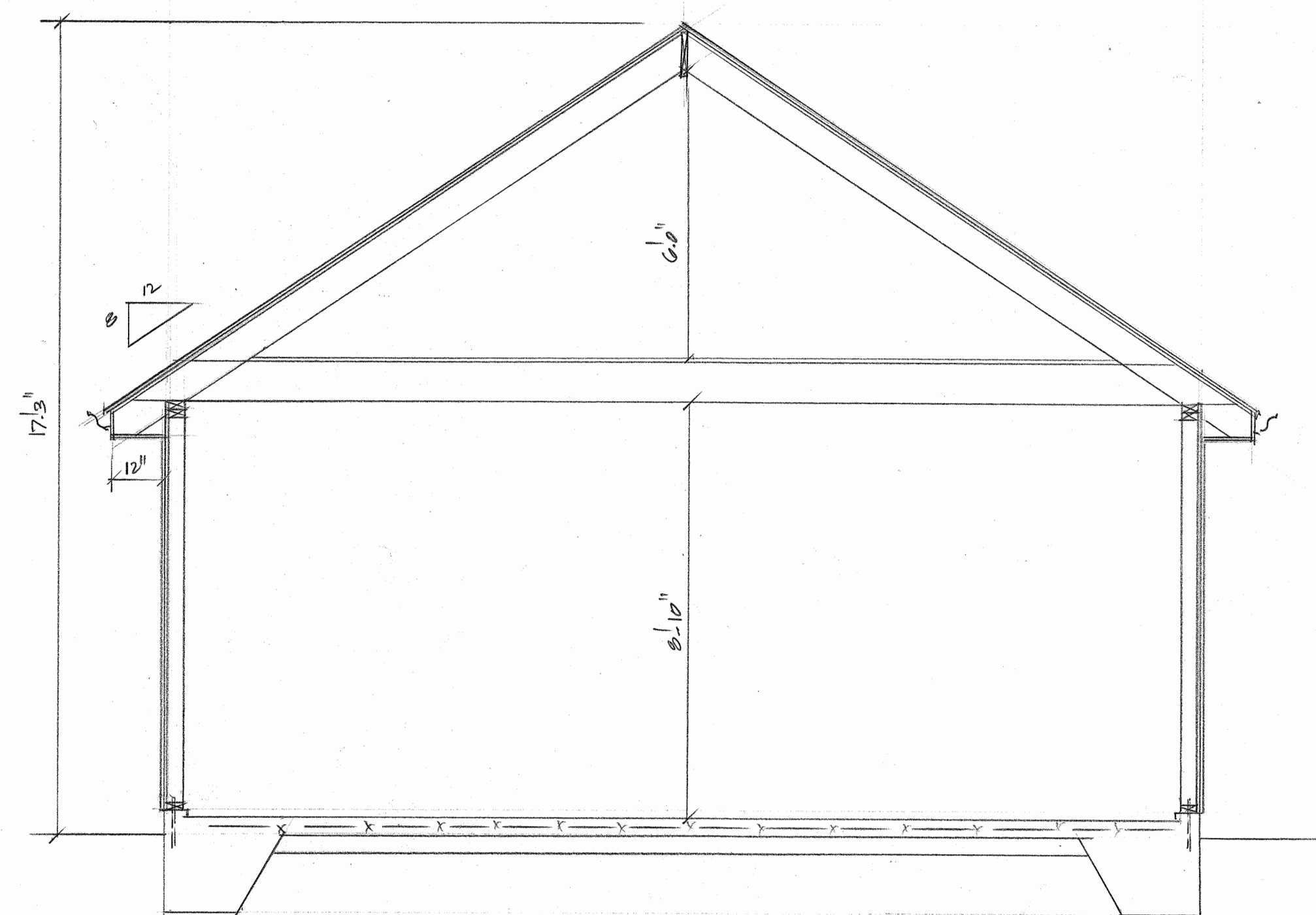
WEST ELEVATION
1/4" = 1'-0"



PINE STREET

WALDEN ROAD

PROPOSED SITE PLAN
1" = 20'-0"

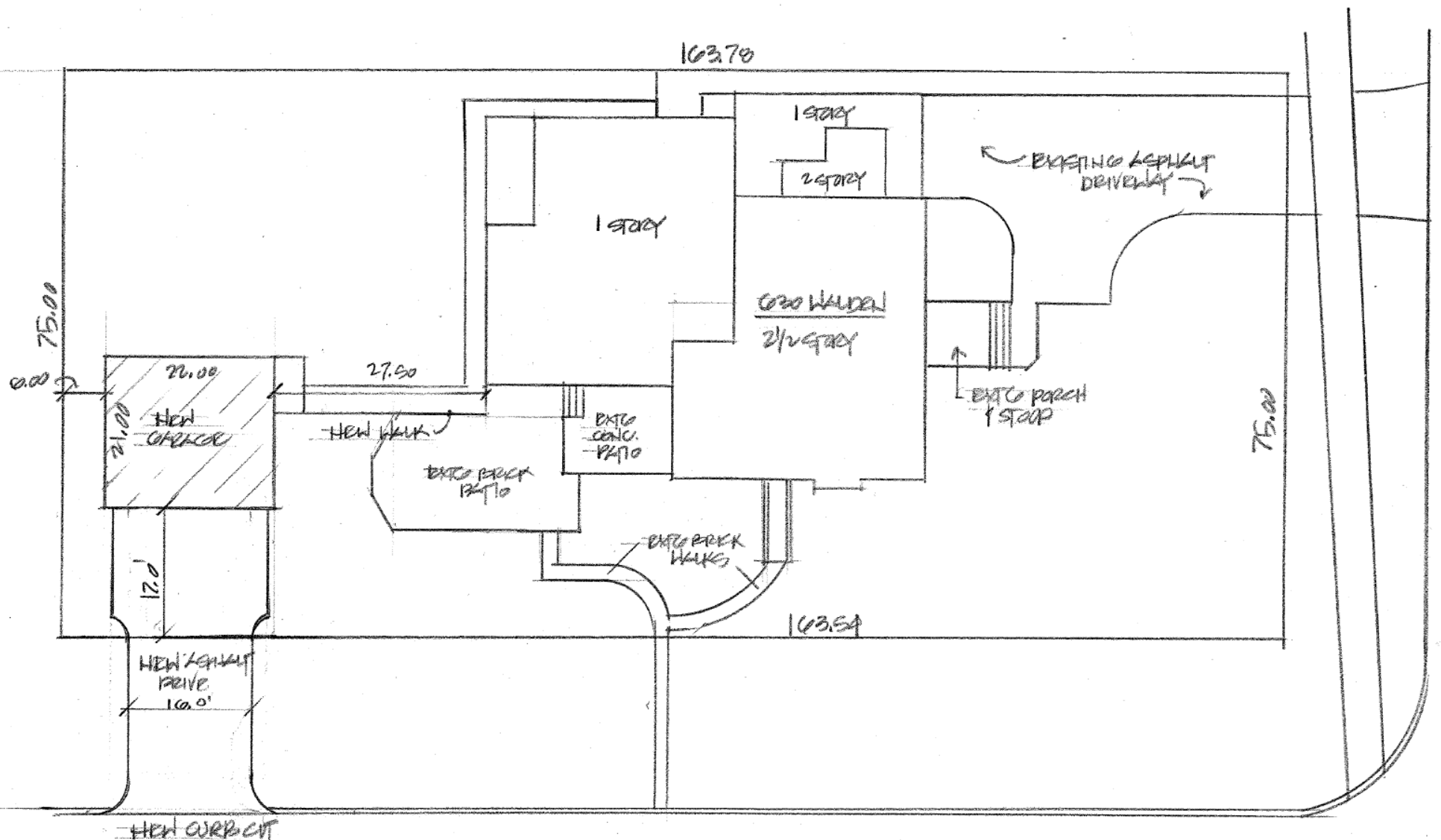


HEATH RESIDENCE
630 WALDEN RD.
WINNETKA, IL. 60093

HEALY M. RICE, PC

DATE 4 SEPT 24

WALDEN ROAD



PINE STREET

PROPOSED SITE PLAN

1' = 20'-0"



EXHIBIT C

UNCONDITIONAL AGREEMENT AND CONSENT

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

WHEREAS, Terri and Brice Heath (collectively, "**Applicant**") are the record title owners of the parcel of real property commonly known as 630 Walden Road in Winnetka, Illinois, and legally described in **Exhibit A** attached to and, by this reference, made a part of this Ordinance ("**Subject Property**"); and

WHEREAS, the Subject Property is approximately 0.28 acres in area and located within the R-3 Single Family Residential District of the Village ("**R-3 District**") and is improved with a two-story single-family residence and an attached one-car garage ("**Residence**"); and

WHEREAS, the Applicant desires to construct a detached garage on the southwest side of the Subject Property ("**Detached Garage**"); and

WHEREAS, to construct the Detached Garage on the Subject Property at the location proposed by the Applicant, the Applicant filed an application for three variations from the Winnetka Zoning Ordinance ("**Zoning Ordinance**") including: (i) a variation from Section 17.30.050 to allow a corner yard setback of 17 feet from the south property line along Pine Street, where a minimum of 22.49 feet is required; (ii) a variation from Section 17.30.110 to allow a detached garage on a corner lot to be 17 feet from the corner lot line, where a minimum of 20 feet is required; and (iii) a variation from Section 17.30.050 to allow an accessory building to be placed nearer the street line along Pine Street, than the principal building (collectively, "**Variations**"); and

WHEREAS, Ordinance No. M-19-2024, adopted by the Village Council on December 17, 2024 ("**Ordinance**"), grants the Variations; and

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

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

1. The Applicant hereby unconditionally agrees to accept, consent to, and abide by each and all of the terms, conditions, limitations, restrictions, and provisions of the Ordinance.
2. The Applicant acknowledges that public notices and hearings have been properly given and held with respect to the adoption of the Ordinance, has considered the possibility of the revocation provided for in the Ordinance, and agrees not to challenge any such revocation on the grounds of any procedural infirmity or a denial of any procedural right.

3. The Applicant acknowledges and agrees that the Village is not and will not be, in any way, liable for any damages or injuries that may be sustained as a result of the Village's grant of the Variations for the Subject Property or its adoption of the Ordinance, and that the Village's approvals do not, and will not, in any way, be deemed to insure the Applicant against damage or injury of any kind and at any time.

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

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

Dated: _____, 2024

ATTEST: **TERRI HEATH**

By: _____

ATTEST: **BRICE HEATH**

By: _____



MEMORANDUM VILLAGE OF WINNETKA

COMMUNITY DEVELOPMENT DEPARTMENT

TO: ZONING BOARD OF APPEALS
FROM: CHRISTOPHER MARX, ACIP – ASSOCIATE PLANNER
DATE: NOVEMBER 14, 2024
SUBJECT: 630 WALDEN ROAD – VARIATIONS (CASE NO. 24-21-V2)

INTRODUCTION

On November 18, 2024, the Zoning Board of Appeals is scheduled to hold a public hearing on an application submitted by Terri and Brice Heath (collectively the “Applicant”), as the owners of the property located at 630 Walden Road (the “Subject Property”). The Applicant requests approval of the following zoning variations to allow construction of a detached garage on the Subject Property:

1. **Corner yard setback** of 17 feet from the south property line along Pine Street, whereas a minimum of 22.49 feet is required, a variation of 5.49 feet (24.41%) [Section 17.30.050 – Front and Corner Yard Setbacks];
2. A detached garage on a corner lot located closer than 20 feet from the corner lot line, a variation of 3 feet (15%) [Section 17.30.110 – Garages]; and
3. An accessory building placed nearer the street line along Pine Street than the principal building [Section 17.30.050 – Front and Corner Yard Setbacks] [Note: The existing residence provides a corner yard setback of 21.48 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 October 31, 2024. As of the date of this memo, staff has received two written comments from the public regarding this application which are included as **Attachment D**.

The Village Council has final jurisdiction on this request as only the Council has the authority to (i) grant a variation to reduce a corner yard setback for a residential garage by more than 20%; and (ii) grant a variation to allow an accessory structure to be closer to the street line than the principal building.

PROPERTY DESCRIPTION

The Subject Property, which is approximately 0.28 acres in size, is located on the northwest corner of the intersection of Walden Road and Pine Street and contains an existing two-story residence with an attached one-car garage (see **Figure 1**). The Subject Property is zoned R-3 Single Family Residential and is bordered by R-3 Single Family Residential to the west, north, and east, and R-5 Single Family Residential to the south (see **Figure 2**). The Comprehensive Plan designates the Subject Property as appropriate for single family residential development. The zoning of the property is consistent with the Comprehensive Plan.

The existing lot is a legally nonconforming corner lot that is 12,274 square feet in lot area, while the minimum required lot area for a corner lot in the R-3 District is 16,800 square feet. Additionally, the lot has an average lot width of 75 feet, while the minimum required average lot width for a corner lot in the R-3 District is 85 feet.



Figure 1 – Aerial Map



Figure 2 – Zoning Map

PROPERTY HISTORY AND PREVIOUS ZONING APPLICATIONS

The residence was constructed in 1922 with subsequent additions built in 1936 and 1986. There is one (1) previous zoning case on file, which occurred prior to the Applicant acquiring the Subject Property. In 1935, ZBA Case No. 522 was approved granting a variation to provide less than the minimum required side yard setback to allow an attached garage addition to the existing residence. The Applicant acquired the property in 2001.

Figure 3 through 5 on the following page are current photos of the Subject Property.



Figure 3 – Subject Property – East Front Elevation (Walden Road)



Figure 4 – Subject Property – West Rear Elevation



Figure 5 – Subject Property – Southwest Corner (Pine Street)

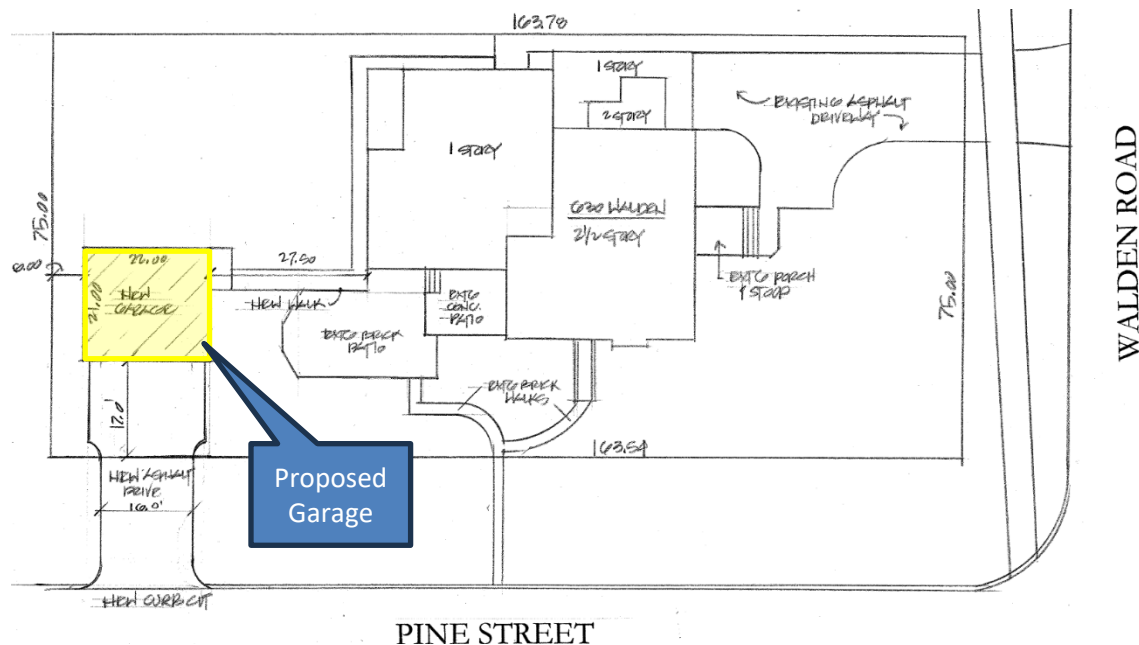
PROPOSED PLAN

The variations are being requested in order to construct a detached garage on the southwest side of the property. The proposed garage would be approximately 462 square feet in area while being setback 6 feet from the west property line and 17 feet from the south property line along Pine Street. The garage would accommodate two vehicles, this would be in addition to the existing one-car attached garage on the front elevation of the residence facing Walden Road.

In order to access the proposed garage, the Applicant's plan includes a new curb cut and driveway accessed from Pine Street. The existing driveway off Walden Road would remain. Should the requested zoning relief be approved and a building permit is submitted for the garage, the Applicant will need to obtain approval from the Director of Engineering for the additional curb cut. The Applicant is working with the Engineering Department on the details necessary for the additional curb cut.

With the exception of the location of the proposed garage, the proposed improvements comply with the zoning regulations.

Excerpts of the proposed site plan, floor plan, and building elevation are provided on the following pages as Figures 6 through 8. The complete set of plans is provided in the application materials (**Attachment C**).



PINE STREET

Figure 6 – Site Plan

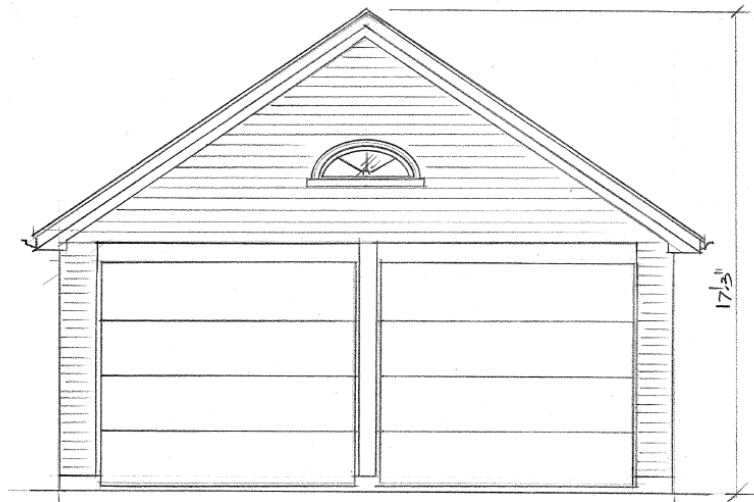


Figure 7 – South Elevation of Proposed Garage

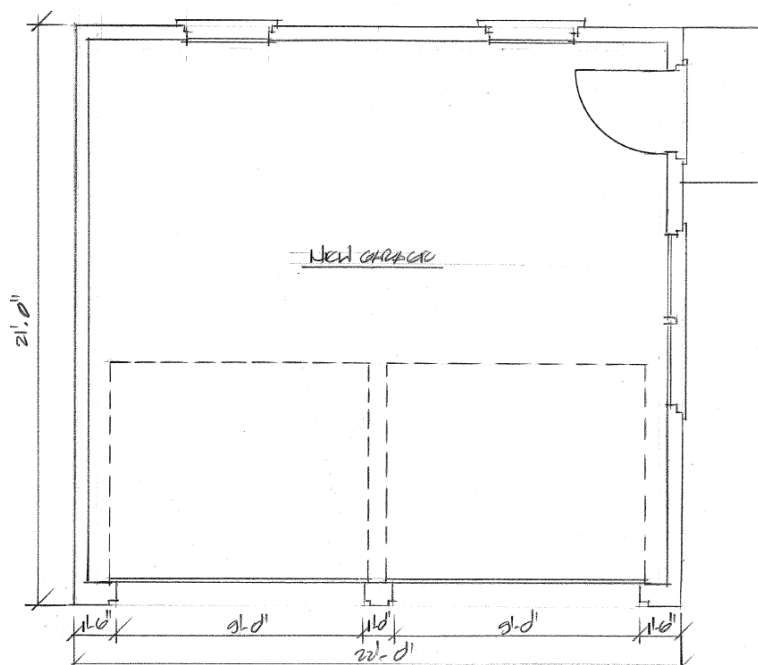


Figure 8 – Proposed Floor Plan

Given the ZBA often receives questions regarding the stormwater regulations applicable to a specific request being considered by the ZBA, attached is a Stormwater Matrix (**Attachment B**). Based on the proposed plan it appears additional stormwater detention would not be required. However, a final determination will be made by Village Engineering staff upon submission of the necessary permits for the proposed improvements, which are required to comply with the Village stormwater regulations. Figure 9 on the following page represents the Subject Property's proximity to the floodplain; the cyan represents the 100-year floodplain.

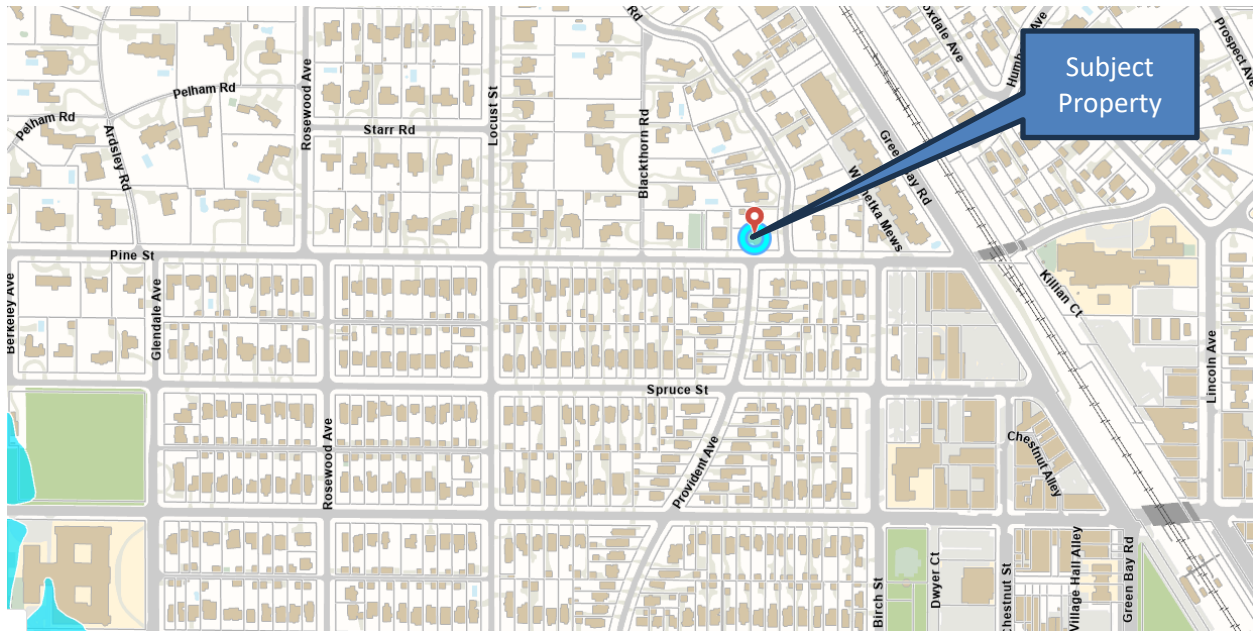


Figure 9 - GIS Floodplain Map

REQUESTED ZONING RELIEF

The attached Zoning Matrix highlights the existing lot and the proposed improvement's compliance with the R-3 zoning district (**Attachment A**). Three variations are being requested related to the location of the proposed detached garage.

Corner Yard Setback (Pine Street). The proposed detached garage would provide a corner yard setback from the south property line along Pine Street of 17 feet, whereas a minimum of 22.49 feet is required, a variation of 5.49 feet (24.41%).

Garage on Corner Lot. The Zoning Ordinance also requires any garage located on a corner lot to be set back at least 20 feet from the corner lot line. With a proposed setback of 17 feet, the proposed detached garage requires a variation of 3 feet (15%) from this provision of the Zoning Ordinance.

Location of Detached Garage. Zoning relief is also necessary to allow the proposed detached garage to be located nearer the street line along Pine Street than the principal building. The existing residence is legally nonconforming with respect to the required corner yard setback as it currently provides a setback of 21.48 feet from the south property line along Pine Street, encroaching the required setback of 22.49 feet by 1.01 feet. Providing a setback of 17 feet, the proposed garage would be located 4.48 feet closer to the street than the existing residence.

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 variations. 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 variations granting:

- A. **Corner yard setback** of 17 feet from the south property line along Pine Street, whereas a minimum 22.49 feet is required, a variation of 5.49 feet (24.41%) [Section 17.30.050 – Front and Corner Yard Setback].
- B. A detached garage on a corner lot located closer than 20 feet from the corner lot line, a variation of 3 feet (15%) [Section 17.30.110 – Garages]; and
- C. An accessory building placed nearer the street line along Pine Street than the principal building [Section 17.30.050 – Front and Corner Yard Setbacks].

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

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

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

ATTACHMENTS

Attachment A: Zoning Matrix

Attachment B: Stormwater Matrix

Attachment C: Application Materials

Attachment D: Public Correspondence

ATTACHMENT A

ZONING MATRIX

ADDRESS: 630 Walden Avenue

CASE NO: 24-21-V2

ZONING: R-3

ITEM	MIN/MAX REQUIREMENT	EXISTING	PROPOSED	DIFFERENCE BETWEEN PROPOSED & EXISTING	ZONING CODE COMPLIANCE (2)
Min. Lot Size	16,800 SF	12,274 SF	N/A	N/A	EXISTING NONCONFORMING
Min. Average Lot Width	85 FT	74.94 FT	N/A	N/A	EXISTING NONCONFORMING
Min. Lot Depth	150 FT	163.78 FT	N/A	N/A	OK
Max. Roofed Lot Coverage	3,068.5 SF (1)	2,518.25 SF	2,980.25 SF	462 SF	OK
Max. Gross Floor Area	4,269.8 SF (1)	3,792.78 SF	3,854.78 SF	62 SF (2)	OK
Max. Impermeable Lot Coverage	6,137 SF (1)	4,762.25 SF	5,683.61 sf	921.36 SF	OK
Min. Front Yard (Walden/East)	40 FT	48.56 FT	48.56 FT	0 FT	OK
Min. Corner Yard (Pine/South)	22.49 FT	21.48 FT (3)	17 FT	-4.48 FT	5.49 FEET (24.41%) VARIATION
Min. Side Yard (North)	2 FT (4)	N/A	37 FT (4)	37 FT	OK
Min. Rear Yard (West)	6 FT (4)	N/A	6 FT (4)	6 FT	OK

NOTES:

(1) Based on lot area of 12,274 square feet

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

(2) Based off Gross Floor Area allowance of 400 square feet for detached garages in rear quarter of lot depth

(3) Setback to existing residence.

(4) Based on required setback for accessory structure and location of proposed garage

ATTACHMENT B

Stormwater Volume Requirements for Development Sites

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

	Storm Water Detention Volume Requirements	Applicable Requirement
A. New Home Construction - Previously Developed Lot	The amount of additional required storm water detention volume is based upon the difference between maximum impermeable lot coverage, per Zoning Code, and existing lot coverage, using the run-off coefficient for a 100-year storm event for both.	
B. New Home Construction - Previously <u>Undeveloped</u> Site	The amount of required storm water detention volume is based upon the maximum impermeable lot coverage, using the run-off coefficient for 100-year storm event.	
C. Redevelopment of Site for Different Use (e.g. single family to multi-family, or commercial)	The amount of required storm water detention volume is based upon the maximum impermeable lot coverage, using the run-off coefficient for 100-year storm event.	
D. Improvements to Existing Home and/or Lot, causing an increase in impermeable lot coverage <u>greater or equal to 25%</u>.	The amount of additional required storm water detention volume is based upon the difference between the proposed and existing impermeable lot coverage, using the run-off coefficient for 100 year storm event. (Note: If the increase in impermeable lot coverage is less than 25%, additional storm water detention volume is <u>not</u> required.)	<i>Applies to 630 Walden Road.</i> <i>Based upon preliminary review of information to date, it appears that 630 Walden Road <u>would not</u> have to provide additional storm water detention volume. However, a final determination will not occur until engineering plans are submitted with a building permit application.</i>
E. Improvements to existing lots, who currently exceed maximum impermeable lot coverage (e.g., School sites, single family and multi-family sites)	The amount of additional required storm water detention volume is based upon: a) The amount of the impermeable lot coverage (ILC) currently in excess of the maximum permitted amount of ILC allowed by zoning that will be removed and replaced, and/or b) The amount of ILC in addition to what currently exists on the lot.	

Stormwater Volume Requirements for Development Sites

	The amount of required detention volume is then determined using the run-off coefficient for 100-year storm event.	
--	--	--

VILLAGE OF WINNETKA, ILLINOIS
DEPARTMENT OF COMMUNITY DEVELOPMENT

ZONING VARIATION APPLICATION

Case No. _____

Property Information

Site Address: 630 Walden Rd. _____

Owner Information

Name: Terri and Brice Heath _____

Address: 630 Walden Rd. _____

City, State, ZIP: Winnetka, IL 60093 _____

Email: _____

Primary Contact: Terri Heath _____

Phone No. _____

Date property acquired by owner: 2001 _____

Architect Information

Name: Healy M. Rice PC _____

Primary Contact: Healy Rice _____

Address: _____

City, State, ZIP: Wilmette, IL 60091 _____

Phone: _____

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 adjoining a street setback variation to permit construction

of a new detached garage and driveway onto Pine St. _____

Property Owner Signature _____

Date: 9/4/24 _____

**Terri and Brice Heath
630 Walden Road
Winnetka, Illinois 60093**

September 5, 2024

Request for Zoning Variation

630 Walden Road is located on the northwest corner of Walden Road and Pine Street. We have lived in our home since 2001 and are seeking permission to construct new detached garage and driveway in our rear yard which would exceed the required side yard adjoining a street setback requirement by 5.50 feet. Floor area, lot coverage and impervious surface coverage requirements are all compliant.

We are requesting permission to construct a new 2-car garage on the southwest side of the property and a new driveway accessing from Pine Street. We are seeking a variation of 5.50 feet from the required 22.50 foot side yard adjoining a street setback, so the new garage would be 17.00 feet from our south property line. The parkway extends an additional 18.0 feet south of our property line so the proposed garage will be well back from Pine Street.

We seek this variation due to unique circumstances, practical difficulty, and hardship. The home was built in the 1930's and has a one car garage attached to the northeast corner of the house. We believe this garage was added to the house at some point by previous owners (the interior wall is brick matching the house and there are old windows in the wall as well). It is 13.0 feet wide and 16.0 feet deep inside, so is great for bicycles and yard equipment but not satisfactory for a vehicle. There is a large heritage oak tree in the middle of our back yard which we love. We are requesting permission to encroach into the side yard adjoining Pine Street by 5.50 feet to provide as much separation between the new garage and this tree as possible. This proposed location sites the building at the drip line of the tree canopy.

This location is the best and most logical place on the property for a new garage. Many of homes in the area have driveways that access off Pine Street, so we are not creating a condition that is unusual for the neighborhood. The encroachment into the south sideyard is minimal, and leaves plenty of open space between our neighbors and the street. The impact to our oak tree is reduced and maintains as much green space as possible.

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.

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 2-car garage. The existing 1-car garage interior was remodeled by previous owners and is not deep enough to park a car; as such there is really no covered or enclosed parking on the property and we have always had to park our cars on our driveway. This negatively impacts the value of the home and is unsightly.

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

As noted above, the existing "garage" is not suitable for vehicle storage. In considering locations for a new detached garage, there is a large heritage oak tree in the middle of the back yard which prevents us from moving a new garage farther north into the yard as it would compromise the root system of that tree. We wish to build the garage 5.50 feet closer than permitted to preserve the health of this tree as well as maximize the green space in the back yard. This location also reduces the impervious surface area needed for the new driveway which benefits the drainage for us and our neighbors.

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

Most homes in this neighborhood have 2+ car garages. The new garage 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 garage would be 6.0 feet from our west property line and more than 16.0 feet from our west neighbor's house. It is only one story and the gable roof shape angles away from their home to minimize bulk and maximize light and air. There is ample separation, and we plan to landscape between the homes to provide a green buffer between structures. The existing north and south neighbors' houses are 60 to 70 feet from the proposed garage. There will be no negative impact on the light or air to these houses.

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

The location of the garage 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 new garage; 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; being able to park our cars inside a garage will provide an improved street exposure.

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

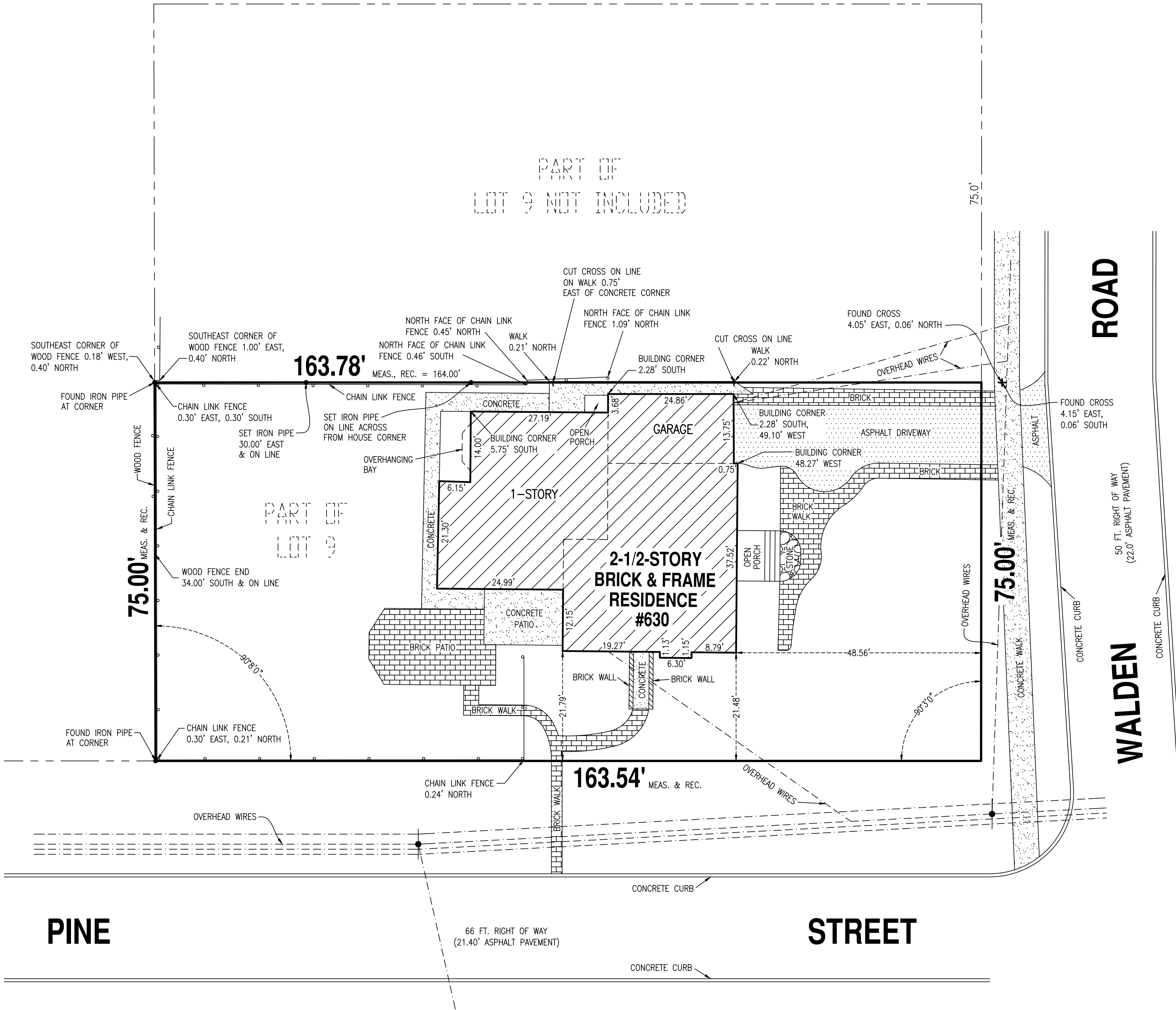
There will be no impact to the public health, safety, comfort, morals or welfare of the inhabitants of the Village.

PLAT of SURVEY

LEGAL DESCRIPTION:

LOT 9 (EXCEPT THE NORTH 75 FEET) IN BURLING'S RESUBDIVISION OF BLOCK 2 IN NELSON'S SUBDIVISION OF LOT 61 AND PART OF LOT 60 IN THE COUNTY CLERK'S SUBDIVISION OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE RIGHT OF WAY OF THE CHICAGO AND NORTHWESTERN RAILROAD, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: **630 WALDEN ROAD, WINNETKA, ILLINOIS.**



SITE NOTES:

Area of surveyed property =12,274 sq. ft., more or less.

GENERAL NOTES:

All information provided to the surveyor is shown or noted hereon.
No title report was supplied for this survey.

The legal description on this plat was provided to us by the client or obtained from public records and should be compared to your Deed, Abstract or Certificate of Title.
This plat and the legal description shown hereon does not determine, imply or guarantee ownership.

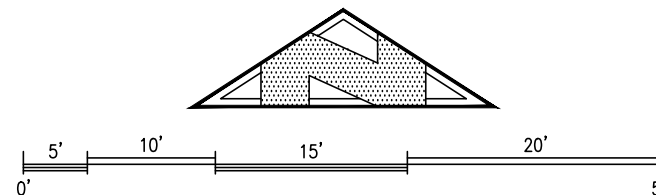
Underground utilities are not shown hereon.

Prior to excavation call
J.U.L.I.E. at 811 or 800-892-0123

All building restrictions, building lines and easements may or may not be shown. Check your Deed, Abstract, Title Report, and local ordinances. No responsibility is assumed by the surveyor.

Compare all points before building by same and report any discrepancy at once.

Dimensions are shown in feet and decimal parts thereof. No dimension is to be assumed by scaling.



GRAPHIC SCALE, 1" = 15 ft.

ABBREVIATIONS:
MEAS. = MEASURED
REC. = RECORD DIMENSION

B.H. SUHR & COMPANY, INC.	
SURVEYORS ESTABLISHED 1911	
450 SKOKIE BLVD. SUITE 105, NORTHBROOK, ILLINOIS, 60062	
TEL. (847) 864-6315 / FAX (847) 864-9341	
E-MAIL: SURVEYOR@BHSUHR.COM	
LOCATION 630 WALDEN ROAD	SURVEY DATE, NOVEMBER 29 20 23
ORDER No. 23-126	ORDERED BY: BRICE & TERRI HEATH
Professional Design Firm License No. 184.008027-0008	
MEF/RB © 2023 B. H. Suhr & Company, Inc. All rights reserved.	

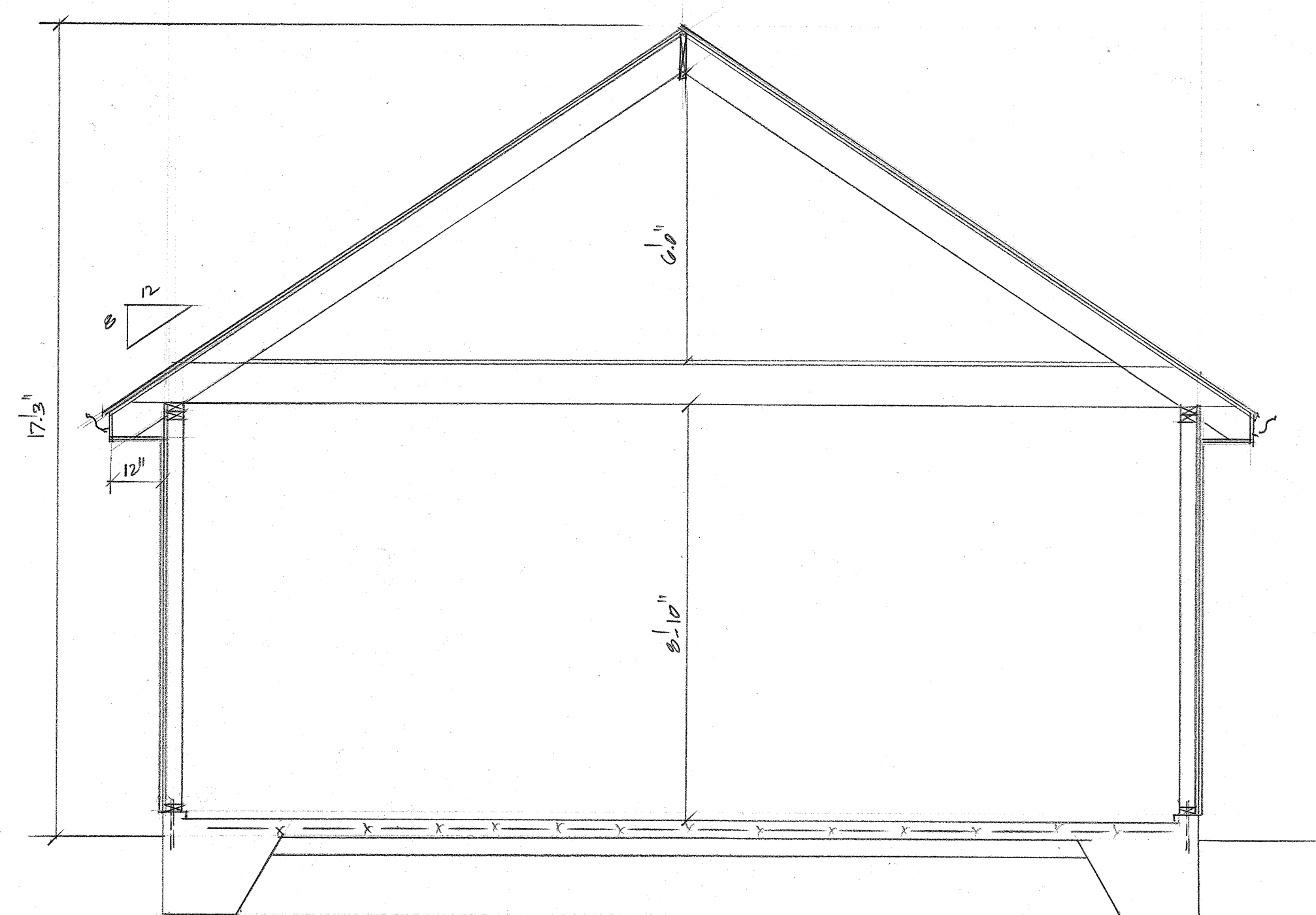
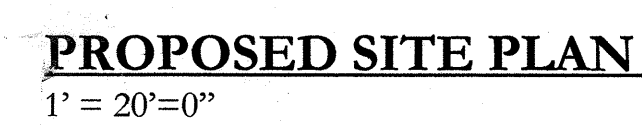
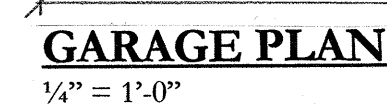
FIELD MEASUREMENTS COMPLETED **NOVEMBER 29** 20 **23**

STATE OF ILLINOIS } ss.
COUNTY OF COOK }

This professional service conforms to the current Illinois Minimum Standards for a boundary survey.

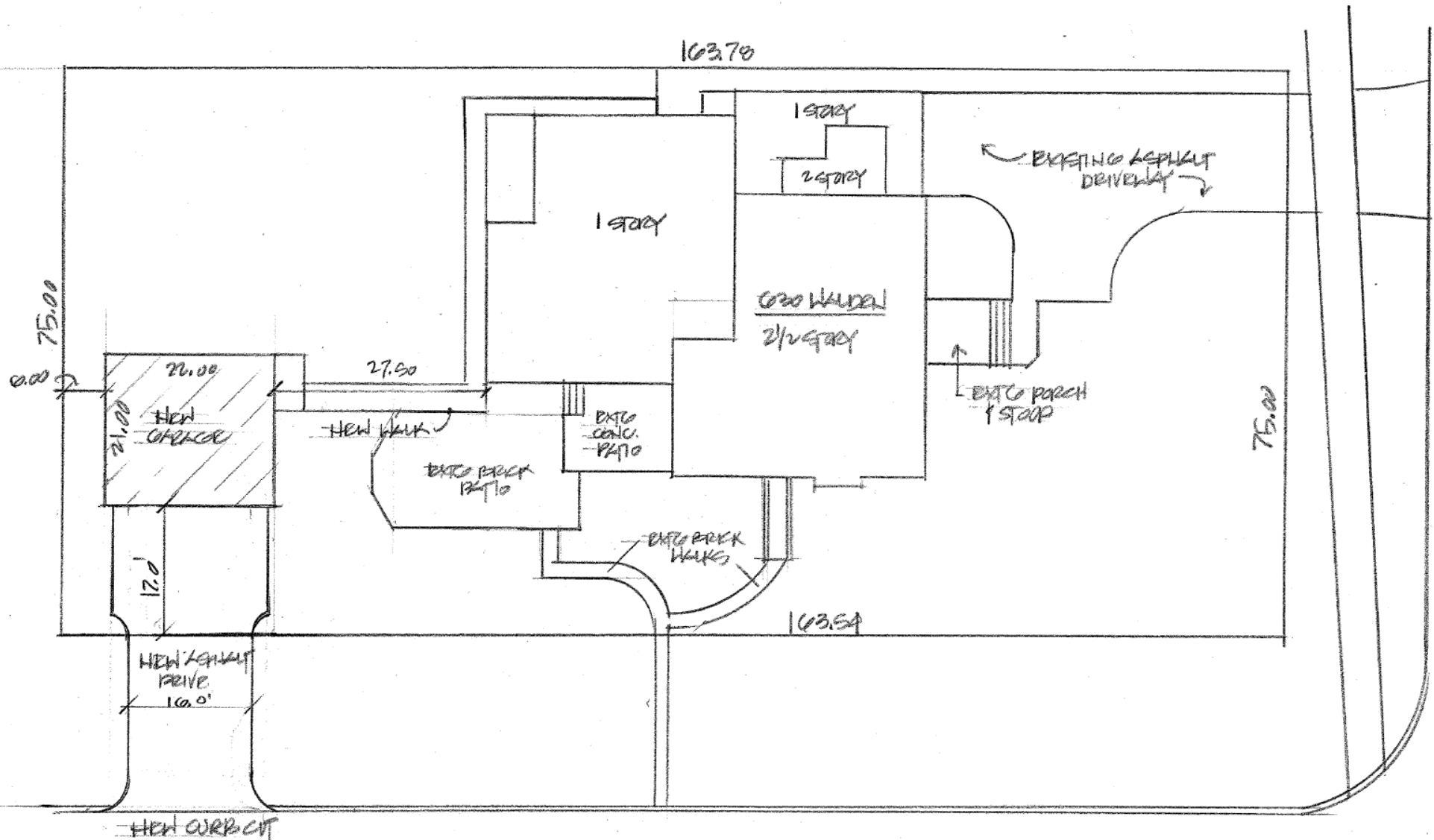
By Michael E. Farrell Dated **DECEMBER 4** 20 **23**
Michael E. Farrell
Illinois Professional Land Surveyor No. 035-002639
License Expiration Date 11/30/24





DATE 4 SEPT 24

WALDEN ROAD

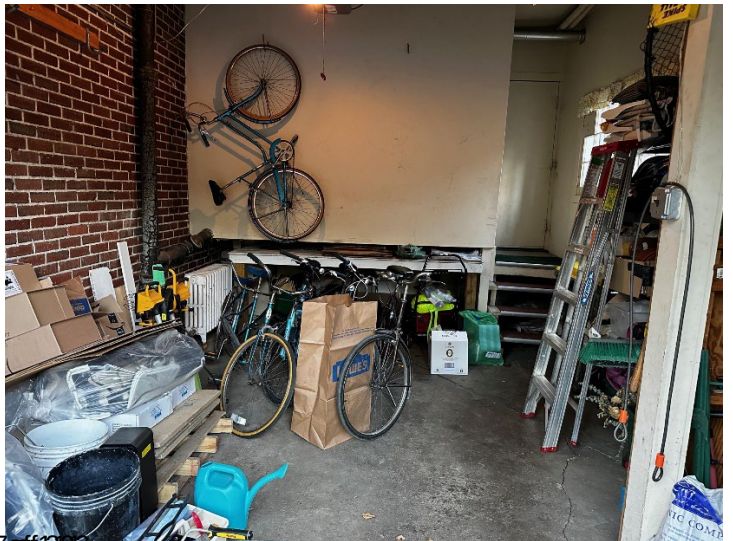
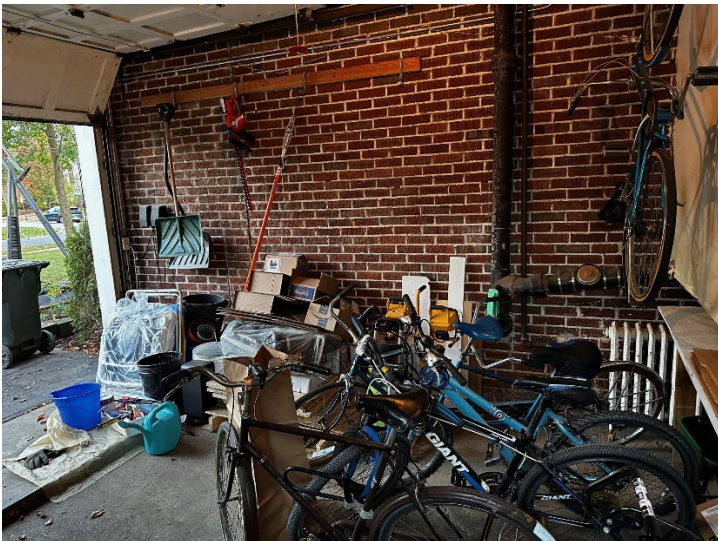


PINE STREET

PROPOSED SITE PLAN

$$1' = 20' = 0''$$


630 Walden – October 2024











ATTACHMENT D

From: [REDACTED]
To: [Planning](#)
Subject: Case no. 24-21-v2
Date: Saturday, November 9, 2024 10:02:29 AM

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

Hello,

I am writing to voice my objection to case no. 24-21-v2, allowing the construction of a detached garage on Pine Street for the residence of 630 Walden Road. The construction of a garage and driveway on Pine Street will detract from the beauty and charm of our street, and could reduce property value for the houses across the street looking into a garage. The house faces Walden, not Pine, so it will be just a garage without the added benefit of a house front nearby. There are not other detached garages right up on the street on Pine, so it would be an anomaly. Add to that, it would be next to a dilapidated sports court in the lot next door.

Pine street is a main thoroughfare in Winnetka and should not be treated as an alley or side street. There could be added traffic issues with so many driveways exiting right there and no stop sign nearby (and we have Provident, Walden and Blackthorn right there plus the current driveways).

The streets in Winnetka with visible detached garages are typically north/south streets and the garages do detract from the charm and quaintness of those streets.

The house currently has a damaged chain link fence. If they are to build a detached garage highly visible to Pine Street, would it be brick to match the house? Would it look like a nice small house or like a “typical” garage? Would the driveway be stone/something pretty, or asphalt? Will landscaping be done to minimize the appearance of the garage? These are all requirements the village should implement if approved, to keep and improve the beauty of Pine Street.

Thank you,
Allison and Dan Waltz
938 Pine St.

From: [REDACTED]
To: [Planning](#)
Subject: Comments regarding case #24-21-v2
Date: Monday, November 11, 2024 3:09:43 PM

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

To whom it may concern,

I'm writing in response to case number 24-21-v2, 630 Walden Dr. I'd like the village to strongly consider adding stop signs on Pine street at Provident if this garage is approved. Cars regularly come flying down Pine since it is a tree street without stop sign limitations from Green Bay to Locust. It's dangerous and very difficult backing out of driveways. Adding an additional driveway creates another hazard in an area where the liberty of speeding is taken regularly. Additionally for people who regularly use Pine, an added driveway is unexpected and uncommon, adding stop signs will help ensure the Heath's can back out safely.

Respectfully,
Stephanie Whitney
934 Pine st

**WINNETKA ZONING BOARD OF APPEALS SPECIAL MEETING MINUTES
NOVEMBER 18, 2024**

Zoning Board Members Present: Matt Bradley, Chairman
Mark Haller
Lynn Hanley
Kathryn Leister
Todd Vender

Zoning Board Members Absent: Kate Casale MacNally
Mike Nielsen

Village Staff: David Schoon, Director of Community Development
Ann Klaassen, Assistant Director of Community
Development
Christopher Marx, Associate Planner

a. Case No. 24-21-V2: 630 Walden Road: An application seeking approval of variations to allow construction of a detached garage at 630 Walden Road. The requested variations would permit the proposed garage to (i) provide less than the minimum required corner yard setback from the south property line along Pine Street; (ii) be located closer than 20 feet from the corner lot line; and (iii) be placed nearer the street line along Pine Street than the principal building. The Village Council has final jurisdiction on this request.

Mr. Marx summarized the variations being requested and identified the property's location, zoning classification and size. He noted the home is legally nonconforming with regard to the south corner yard setback and referred to the photographs of the existing home, the existing plat of survey and the proposed site plan showing the proposed detached garage as well as the zoning matrix. Mr. Marx then identified the corner lot line encroachment and noted that the Zoning Ordinance does not allow an accessory structure being closer to the street than the principal structural. He also referred to exterior façade elevations and the proposed floor plan. Mr. Marx referred to page nos. 8 and 9 in the agenda packet with a draft motion for the Board's consideration and stated following the applicant's presentation, public comment and Board discussion, a Board Member may make a motion to recommend approval or denial the request, or continue the matter. He noted two written comments were received and included as Attachment D in the agenda packet. He then asked if there were any questions.

Chairman Bradley also asked if there were any questions. He questioned the accessory structure's measurement being closer to the street than the main home. Mr. Marx confirmed there is no threshold measurement to distinguish the level of variation for an accessory structure being closer to the street than the main home.

Chairman Bradley asked for the applicant's presentation and swore in those speaking to this matter. Healy Rice, the project architect, introduced herself to the Board along with Terri Heath, the property owner. She described the proposed detached garage to be built and the reasoning for its location being due to the large oak tree in the yard. Ms. Rice stated the garage's location would not affect the tree's drip line and would maximize the backyard's usable space. She stated the existing one car garage is not functional and referred to the minimal impact to the south neighbor as well as the number of driveways

1 on Pine Street. Ms. Rice referred to the neighbors' comments relating to the fence, which was hit by a
2 tree and will be replaced, and the addition of a stop sign which they are in agreement with. She also stated
3 the garage would be about 35 feet from the street, due to the depth of the parkway.
4

5 Mr. Haller questioned the tree's location they are seeking to avoid, which Ms. Rice identified and
6 described for the Board. Chairman Bradley identified the tree in Figure 4. Ms. Rice stated they did not
7 consult with an arborist. Ms. Hanley asked if the driveway would line up with Provident. An image was
8 provided showing that the proposed driveway would be slightly west of Provident. Ms. Hanley asked if the
9 Village Engineer would review the proposed curbcut and if their approval was required, since she had
10 concerns about traffic and cars backing out. Mr. Marx confirmed that a new curbcut and driveway apron
11 need approvals from Public Works and Engineering, and that they review the proposed location for any
12 building permit. Ms. Rice also mentioned they had already reached out to Engineering. Mr. Vender
13 referred to the letters received and mentioned not recalling a request dealing with approval of a stop sign,
14 while Chairman Bradley elaborated that stop signs don't fall under the Board's jurisdiction. He asked if
15 they discussed the application with the neighbors. Ms. Rice stated they have not heard from any other
16 neighbors other than those whose comments were received. No additional questions were raised at this
17 time.
18

19 Chairman Bradley then asked for public comment. No comments were made at this time. He then called
20 the matter in for discussion.
21

22 Ms. Hanley stated she is in favor of the request and commented on the difficulty of corner lots with
23 detached garages which she described as the hardship with no other amenable locations. Mr. Haller stated
24 he is concerned with the garage being closer to the street than the house, and the proximity to adjacent
25 homes. He stated while he is sympathetic to the tree, the request is primarily based on the tree's location
26 although narrow lots are difficult to work with. Mr. Haller also referred to traffic issues and asked for
27 additional information relating to the tree. Ms. Leister agreed the Village Forester should weigh in on the
28 request although she would be in favor of the request based on the applicant's attempts to save the tree
29 compared to the overall hardship of not having a garage on the property. Mr. Vender stated he agreed
30 with the comments made and referred to the letters received. Chairman Bradley stated he would be in
31 favor of the request and agreed corner lots are somewhat unique. He then stated with regard to
32 reasonable return relating to garages, it is expected homes in this zoning district would have appropriately
33 sized garages. Chairman Bradley then referred to the applicant's attempts to save the significant tree. He
34 also referred to the character of the locality in terms of having the garage in front of the principal structure
35 and referred to a similar case.
36

37 Mr. Marx informed the Board they spoke preliminarily with the Village Forester who determined the tree
38 is in good shape and suggested how the tree might be preserved in regards to a new garage construction.
39 He referred to Figure 5 to show the relationship between the tree's location and the proposed garage.
40 The Board Members discussed their concerns relating to standard no. 3.
41

42 Chairman Bradley then asked for a motion to recommend approval as indicated on page no. 8. A motion
43 to recommend approval was made by Ms. Hanley and seconded by Mr. Vender. A vote was taken and the
44 motion unanimously passed, 5 to 0:

45 AYES: Bradley, Haller, Hanley, Leister, Vender

46 NAYS: None
47
48



SITE REPORT - 11/25/24 - 630 Walden, Winnetka, IL 60093

I visited the site on 11/25/24 to inspect the 26" White Oak in back on the northwest side. The White Oak is in good condition. The critical root zone radius of the White Oak is 260". The Oak would be minimally impacted by the new garage if it was moved slightly to the south.

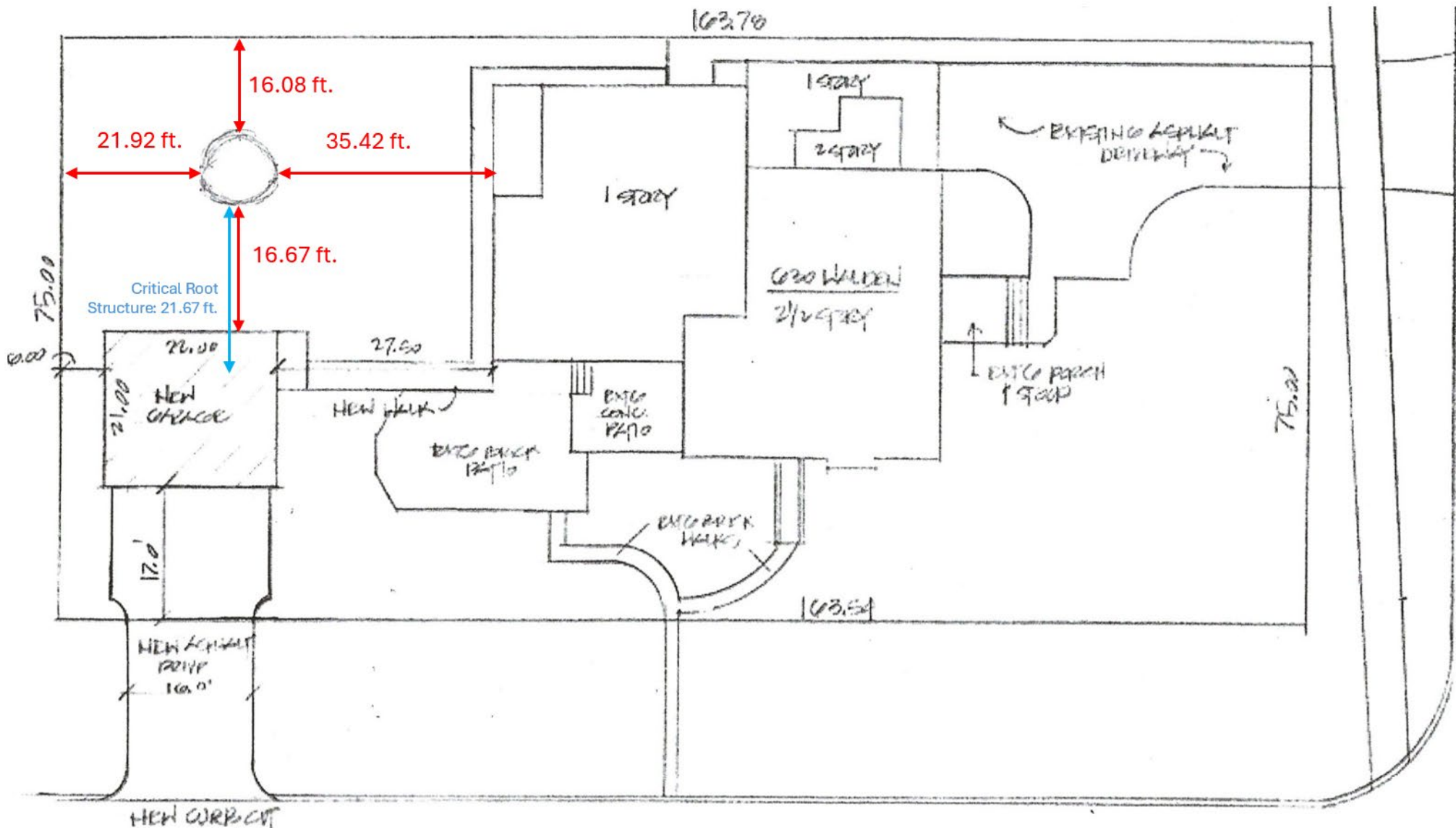


David Taylor

IL #4823-A

847-561-6214

dmtsunrise@gmail.com





Agenda Item Executive Summary

TITLE: Ordinance No. M-20-2024: Granting Variations from the Winnetka Zoning Ordinance, and a Certificate of Appropriateness for the Construction of a New Commercial Building within the C-2 General Retail Commercial District (933 Green Bay Road) (Introduction/Adoption)

PRESENTER: David Schoon

AGENDA DATE: December 17, 2024

CONSENT: No

ITEM TYPE: Ordinances and Resolutions

ITEM HISTORY:

None

EXECUTIVE SUMMARY:

INTRODUCTION

On December 17, 2024, the Village Council is scheduled to consider Ordinance M-20-2024 in response to an application submitted by Mitch Goltz on behalf of 933 Green Bay Rd., LLC (the "Applicant") as the contract purchaser of the property located at 933 Green Bay Road (the "Subject Property") (**Attachment 1**). The Applicant is proposing to demolish more than 50% of the existing building floor area on the Subject Property and to construct an addition onto the remaining portion of the existing building resulting in what the Village Code considers construction of a new **one-story commercial building** on the Subject Property. The Subject Property is owned by the Joanne Baker 2013 Living Trust Dated August 6, 2013, who has authorized the Applicant to submit applications requesting approval of the following relief:

1. Approval of the following **zoning variations**:

1. **Front Yard Setback (Green Bay Road)** of 98.8 feet to a portion of the existing building that is to remain, whereas the maximum front yard setback shall be no more than 3 feet, a variation of 95.8 feet [Section 17.46.030 Lot area and density];
2. **Interior Side Yard Setbacks.** A side yard setback is not required, but when a side yard is provided a minimum of 3 feet is required [Section 17.46.030 Lot area and density]:
 1. **North Side Yard Setback** of 0.21 feet to the existing portion of the building that is to remain, whereas a minimum of 3 feet is required, a variation of 2.79 feet (93%);
 2. **South Side Yard Setback** of 0.18 feet to the existing portion of the building that is to remain, whereas a minimum of 3 feet is required, a variation of 2.82 feet (94%).
3. **Rear Yard Setback (East)** of 0.14 feet to the existing portion of the building that is to remain, whereas a minimum of 10 feet is required, a variation of 9.86 feet (98.6%) [Section 17.46.030 Lot area and density]; and

4. **Off-Street Parking** is not proposed on the site, whereas a minimum of six (6) off-street parking spaces are required for the new commercial building floor area, a variation of six (6) spaces (100%). [Section 17.46.110 Off-street parking].
2. Approval of a **Certificate of Appropriateness** for the design of the proposed building and associated site improvements.

The Applicant intends to demolish all but the north wall of the two-story portion of the existing mixed-use building, which currently consists of first floor commercial space and upper story residential. The Applicant intends to maintain the existing barrel truss one-story brick building towards the rear of the Subject Property. The Applicant's plans include re-using the barrel truss building and constructing a new one-story commercial building with a slightly larger footprint than the existing building that is proposed for demolition. The proposed building would have two commercial tenant spaces. The commercial space in the new building immediately adjacent to Green Bay Road, measuring approximately 4,000 square feet, would be occupied by a retail tenant, Visual Comfort & Company, which is a lighting store. The rear space would be extensively renovated for a second tenant; this space would be nearly 2,200 square feet and be accessed via a paver walkway from Green Bay Road along the southside of the proposed building. The Applicant has indicated that this space would be occupied by Winnetka Wellness, which is a medical office specializing in hormone replacement therapy, medical weight loss, anti-aging and performance peptides, IV vitamin therapy, and advanced skin treatments. Given the space the business would occupy is located more than 450 linear feet from Green Bay Road, the use is allowed by right in the C2 District.

The Applicant's plan calls for the removal of the existing curb-cut on the Subject Property. Consequently, no off-street parking would be provided on the site. The proposed building would be setback 8 feet from the south property line. Within this side yard, the Applicant is proposing a walkway that would be approximately 5 feet in width. The remainder of this 8-foot wide setback area would consist of landscaping along both sides of the walkway. The walkway would lead to the rear tenant space and a courtyard. The proposed site improvements also include a new 4-foot tall black wrought iron fence along the proposed walkway. There is an existing wooden fence on the neighboring property to the south, which contains a private parking lot and mixed-use building with Walgreens on the ground floor and residential units above, that the proposed wrought iron fence is intended to replace. The Applicant is working with the owner of the property to the south regarding the fencing.

In regard to utilities and Village services, a utility easement will be required on the adjacent property to the south of the Subject Property to upgrade the electric service for the proposed development. Currently, there is not an easement for the existing service on the site. The Water & Electric Department is working with the Village Attorney on preparing the necessary easement, which will then be reviewed by the Applicant and the adjacent property owner. The Water & Electric Department will also require the electric meter and external disconnect to be located on the outside of the building. With regard to stormwater, given the entire Subject Property is currently covered with an impermeable surface, stormwater detention is not required. Also, because the Subject Property does not have alley access, refuse and recycling containers will have to be wheeled out to the front of the site by the property owner or tenants on the day of service.

ADVISORY BOARD/COMMISSION REVIEW

The Design Review Board (DRB) first considered a certificate of appropriateness for the proposed development on October 17, 2024. After hearing from staff and the Applicant, and receiving no public comment, the DRB discussed the proposed design. Board members were complimentary of the scale of the proposed building but expressed concern about the quality of the building materials and the lack of architectural character. The Applicant agreed to make changes to address the comments and concerns of the DRB. The Board then continued the item to its next regular meeting on November 21

to provide the Applicant with an opportunity to respond to the Board's comments.

In response to the comments at the October DRB meeting, the Applicant submitted revised plans for the DRB to consider at its November 21 meeting. The revised plans included revised building materials and removal of faux second floor windows, as well as design alterations to provide more architectural detail and visual interest. After hearing from staff and the Applicant, and receiving no public comment, the DRB discussed the amended design. Board members found the revised design to be a significant improvement and by a vote of 4-0 recommended approval. **Attachment 2** includes the staff reports to the DRB and the meeting minutes of both the October 17 and November 21 DRB meetings.

The Zoning Board of Appeals (ZBA) considered the variation requests on November 18, 2024. The plans considered by the ZBA were the same as the revised plans considered by the DRB on November 21. After hearing from staff and the Applicant's architect, and no members of the public, the Board discussed the request. The Board's discussion was focused on parking and the availability of parking throughout the business district. The newly constructed portion of the building is required to provide off-street parking. The Zoning Ordinance requires new commercial spaces that consist of 2,500 square feet or more of GFA to provide 2 parking spaces per 1,000 square feet of GFA. The calculation of GFA for parking requirements does not include areas used for storage of merchandise or materials, mechanical rooms, restrooms, common area elements, and hallways. The calculable GFA of the new portion of the building would be approximately 3,200 square feet, which requires a minimum of six off-street parking spaces. For comparison, the existing portion of the building to be demolished and replaced contains approximately 2,480 square feet of first floor commercial space and 1,150 square feet of second floor residential space. As noted earlier, the proposed plan does not include any parking on the site. Therefore, a variation is required.

The Board recognized that it is not desirable to have the pedestrian character of the commercial district disturbed with parking on each private lot. Also, the Board noted the Subject Property only has access off Green Bay Road and not the alley to the east, Tower Court; therefore, access for on-site parking could only come off Green Bay Road, which would further negatively impact the pedestrian character along Green Bay Road. Ultimately, by a vote of 5-0, the ZBA voted to recommend approval of the zoning variations. **Attachment 3** includes the staff report to the ZBA and the meeting minutes.

–The Historic Preservation Commission considered the demolition application on November 4, 2024, and by a vote of 5-0 approved the demolition without delay.

RECOMMENDATION:

Given both advisory bodies unanimously recommended approval of the request, the Council may wish to (a) consider waiving introduction of Ordinance No. M-20-2024 and consider adoption of the Ordinance, OR (b) consider only introduction of Ordinance No. M-20-2024.

ATTACHMENTS:

1. Ordinance No. M-20-2024: Granting Zoning Variations and a Certificate of Appropriateness for a New Commercial Building (933 Green Bay Road)
2. November 15, 2024, DRB Staff Report and Attachments, and October 17, and November 21, 2024, DRB Draft Meeting Minutes Excerpts
3. November 14, 2024, ZBA Staff Report and Attachments, and November 18, 2024, ZBA Draft Meeting Minutes Excerpt

Attachment 1

ORDINANCE NO. M-20-2024

**AN ORDINANCE GRANTING VARIATIONS FROM THE WINNETKA ZONING
ORDINANCE, AND A CERTIFICATE OF APPROPRIATENESS FOR THE
CONSTRUCTION OF A NEW COMMERCIAL BUILDING
WITHIN THE C-2 GENERAL RETAIL COMMERCIAL DISTRICT
(933 GREEN BAY ROAD)**

WHEREAS, Mitch Goltz, on behalf of 933 Green Bay Rd., LLC, ("***Applicant***"), is the contract purchaser of the parcel of real property commonly known as 933 Green Bay Road in Winnetka, Illinois, and legally described in **Exhibit A** attached to and, by this reference, made a part of this Ordinance ("***Subject Property***"); and

WHEREAS, the Joanne Baker 2013 Living Trust Dated August 6, 2013 is the Owner of the Subject Property ("***Owner***"); and

WHEREAS, the Subject Property is located within the C-2 General Retail Commercial District and a portion of the Subject Property is located in the C-2 Commercial Overlay District of the Village (collectively, "***C-2 District***") measuring approximately 0.17 acres in size, and is currently improved with a two-story mixed-use building ("***Existing Building***"); and

WHEREAS, the Applicant, with the approval of the Owner, submitted an application and desires to redevelop the Subject Property, partially demolish the Existing Building and construct (i) a new, one story commercial building to include two commercial tenant spaces measuring approximately 4,000 square feet and approximately 2,200 square feet ("***Building***"); (ii) a walkway approximately 5 feet in width; and (iii) a 4-foot tall black wrought iron fence along the walkway (collectively, the "***Proposed Improvements***"); and

WHEREAS, pursuant to Section 17.46.030 of the Winnetka Zoning Ordinance ("***Zoning Ordinance***"), the maximum front yard setback shall be no more than three feet; and

WHEREAS, pursuant to Section 17.46.030 of the Zoning Ordinance, a side yard setback is not required, but when a side yard is provided a minimum of three feet is required; and

WHEREAS, pursuant to Section 17.46.030 of the Zoning Ordinance, a minimum of 10 feet is required for a rear yard setback; and

WHEREAS, pursuant to Section 17.46.110 of the Zoning Ordinance, a minimum of six off-street parking spaces is required for the Building; and

WHEREAS, to permit construction of the Proposed Improvements, the Applicant filed an application for (i) a variation from Section 17.46.030 of the Zoning Ordinance to permit a front yard setback along Green Bay Road of 98.8 feet to a portion of the Existing Building that is to remain; (ii) a variation from Section 17.46.030 of the Zoning Ordinance to permit the north side yard setback to be 0.21 feet to the portion of the Existing Building that is to remain; (iii) a variation from Section 17.46.030 to permit the south side yard setback to be 0.18 feet to the portion of the Existing Building

that is to remain; (iv) a variation from Section 17.46.030 of the Zoning Ordinance to permit a rear yard setback of 0.14 feet to the existing portion of the Existing Building that is to remain; (v) a variation from Section 17.46.110 of the Zoning Ordinance to permit zero off-street parking spaces on the Subject Property (collectively, the “*Variations*”); and (vi) a certificate of appropriateness pursuant to Section 15.40.010 of the Village Code (“*Certificate of Appropriateness*”) (collectively, the “*Requested Relief*”); and

WHEREAS, on October 17, 2024, after due notice thereof, the Winnetka Design Review Board (“*Design Review Board*”) conducted a public hearing to consider the Certificate of Appropriateness for the Proposed Improvements and continued the public hearing to November 21, 2024, to allow the Applicant the opportunity to revise the application to address certain comments and concerns from the Design Review Board; and

WHEREAS, on November 21, 2024, the Design Review Board, by a vote of four in favor and zero opposed, recommended the Village Council approve the Certificate of Appropriateness; and

WHEREAS, on November 4, 2024, the Historic Preservation Commission considered the demolition application and, by a vote of five in favor and zero opposed, approved the demolition without delay; and

WHEREAS, on November 18, 2024, after due notice thereof, the Zoning Board of Appeals conducted a public hearing on the Variations and, by a vote of five in favor and zero opposed, recommended that the Village Council approve the Variations; and

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

WHEREAS, the Village Council has determined that approval of the Requested Relief for the construction and operation of the Proposed Improvements on the Subject Property within the C-2 District is in the best interest of the Village and its residents;

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

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

SECTION 2: APPROVAL OF VARIATIONS. Subject to, and contingent upon, the terms and conditions set forth in Section 4 of this Ordinance, the Variations from Sections 17.46.030 and 17.46.110 of the Zoning Ordinance to allow the construction of the Proposed Improvements on the Subject Property are hereby granted, in accordance with and pursuant to Chapter 17.60 of the Zoning Ordinance and the home rule powers of the Village.

SECTION 3: APPROVAL OF CERTIFICATE OF APPROPRIATENESS. Subject to, and contingent upon, the terms and conditions set forth in Section 4 of this Ordinance, the Certificate of Appropriateness is granted for the Subject Property, pursuant to Section 15.40.010 of the Village Code and the home rule powers of the Village.

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

- A. **Commencement of Construction.** The Applicant must commence the construction of the Proposed Improvements no later than 12 months after the effective date of this Ordinance.
- B. **Compliance with Regulations.** Except to the extent specifically provided otherwise in this Ordinance, the development, use, and maintenance of the Proposed Improvements and the Subject Property must comply at all times with all applicable Village codes and ordinances, as they have been or may be amended over time.
- C. **Reimbursement of Village Costs.** In addition to any other costs, payments, fees, charges, contributions, or dedications required under applicable Village codes, ordinances, resolutions, rules, or regulations, the Applicant must pay to the Village, promptly upon presentation of a written demand or demands therefor, all fees, costs, and expenses incurred or accrued in connection with the review, negotiation, preparation, consideration, and review of this Ordinance. Payment of all such fees, costs, and expenses for which demand has been made shall be made by a certified or cashier's check. Further, the Applicant must pay upon demand all costs incurred by the Village for publications and recordings required in connection with the aforesaid matters.
- D. **Compliance with Plans.** The development, use, and maintenance of the Proposed Improvements on the Subject Property must be in strict accordance with the plans prepared by Design Studio 24, LLC consisting of nine sheets, with a latest revision date of November 8, 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 5: 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 6: FAILURE TO COMPLY. Upon the failure or refusal of the Applicant to comply with any or all of the conditions, restrictions, or provisions of this Ordinance, in addition to all other remedies available to the Village, the approvals granted in Sections 2 and 3 of this

Ordinance will, at the sole discretion of the Village Council, by ordinance duly adopted, be revoked and become null and void; provided, however, that the Village Council may not so revoke the approvals granted in Sections 2 and 3 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 7: 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 8: 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 9: EFFECTIVE DATE.

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

1. Passage by the Village Council in the manner required by law;
2. Publication in pamphlet form in the manner required by law; and
3. The filing by the Applicant 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 9.A.3 of this Ordinance within 60 days after the date of passage of this Ordinance by the Village Council, the Village Council shall have the right, in its sole discretion, to declare this Ordinance null and void and of no force or effect.

C. The approvals granted in Section 2 and 3 of this Ordinance shall not take effect until the Applicant provides the Village Community Development Director of evidence, in the form of a written title report issued by an Illinois title insurance company, that fee simple title to all of the Subject Property has been conveyed by the Owner to the Applicant.

PASSED this 17th day of December, 2024, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this ____ day of _____, 2024.

Signed:

Village President

Countersigned:

Village Clerk

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

Introduced: _____, 2024

Passed and Approved: _____, 2024

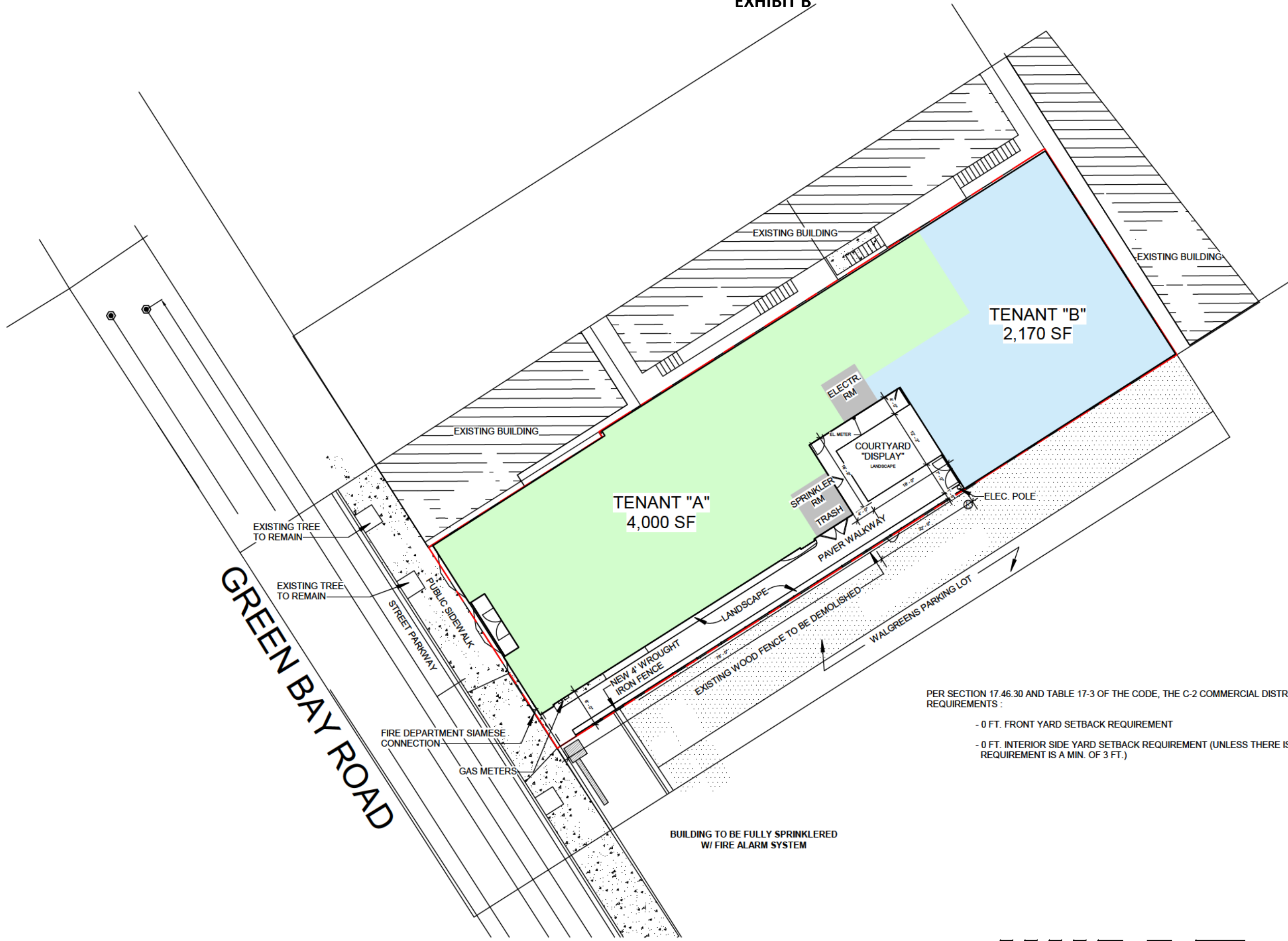
EXHIBIT A

LEGAL DESCRIPTION OF SUBJECT PROPERTY

LOT 2 (EXCEPT THE NORTHERLY 14 ¼ INCHES OF THE WESTERLY 42 FEET AND 10 INCHES) IN BLOCKS 5 IN JARED GAGE'S SUBDIVISION OF PART OF EACH ½ OF THE NORTHWEST ¼ OF FRACTIONAL SECTION 17, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN ALSO PART OF THE WEST ½ OF THE NORTH WEST ¼ OF SECTION 17, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN AND ALSO PART OF THE EAST ½ OF THE SOUTH WEST 1/4 OF SECTION 8, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as 933 Green Bay Road, Winnetka, Illinois.

PIN: 05-17-123-004-0000



TENANT "A"
4,000 SF

TENANT "B"
2,170 SF

GREEN BAY ROAD

PER SECTION 17.46.30 AND TABLE 17-3 OF THE CODE, THE C-2 COMMERCIAL DISTRICT HAS THE FOLLOWING SETBACK REQUIREMENTS:

- 0 FT. FRONT YARD SETBACK REQUIREMENT
- 0 FT. INTERIOR SIDE YARD SETBACK REQUIREMENT (UNLESS THERE IS A SIDE YARD, IN WHICH CASE THE REQUIREMENT IS A MIN. OF 3 FT.)

BUILDING TO BE FULLY SPRINKLERED
W/ FIRE ALARM SYSTEM

1 PROPOSED SITE PLAN
1" = 20'-0"

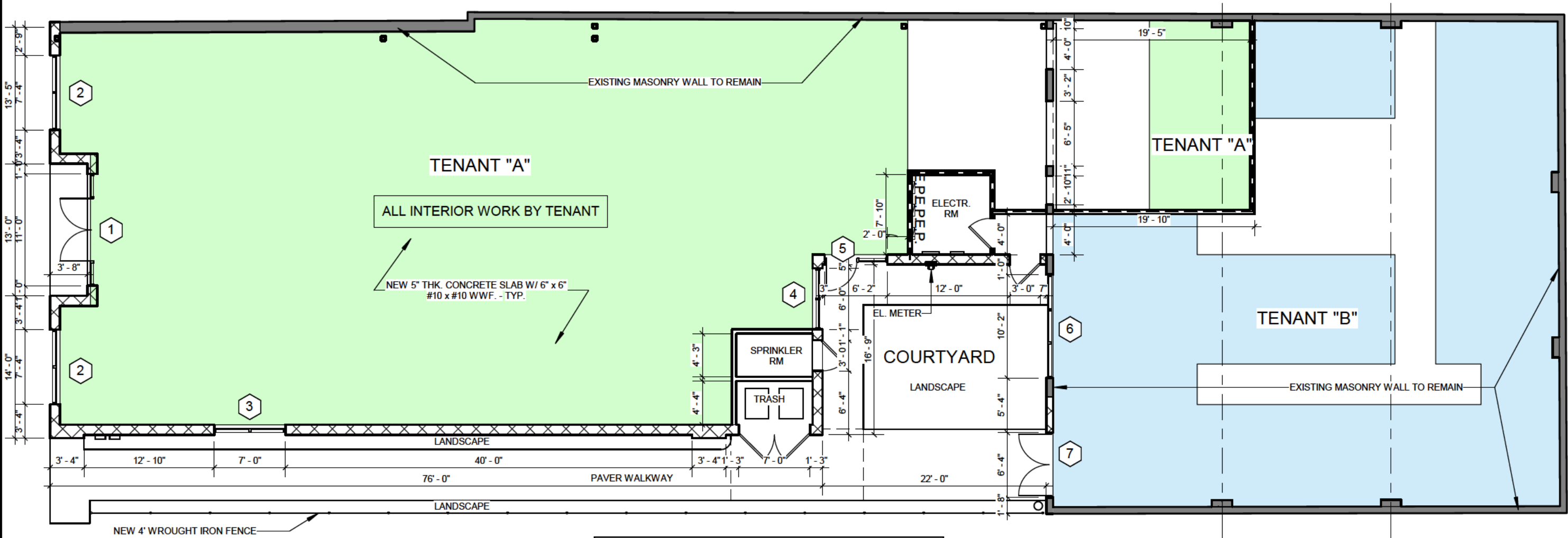


SITE PLAN
DESIGN STUDIO 24, LLC.
ARCHITECTS - DESIGNERS - PLANNERS
2970 MARIA AVENUE, SUITE 200-202, NORTHBROOK, ILLINOIS 60062
T: 847.885.7751

GW PROPERTIES
SITE STUDY
933 GREEN BAY RD
WINNETKA, IL. 60093

DATE: 11.08.2024
MARK T. DIGANCI
REG. ARCHITECT
A.B.

ST2



1 T/SLAB - PROPOSED

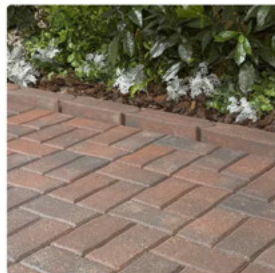
1" = 10'-0"



- TENANT "B" PRELIMINARY GROSS FLOOR AREA = 1,546 SF
- TENANT "A" GROSS FLOOR AREA = 3,184 SF

PAVER WALKWAY SPECIFICATIONS

Specifications			
General			
Color/Finish Family	Red	Series/Name	Island
Manufacture/Color/Finish	Red/Charcoal	Type	Paver
Dimensions			
Actual Height (Inches)	17	Common Length (Inches)	8
Actual Length (Inches)	37.5	Common Size (L x W)	8 in x 8 in
Actual Width (Inches)	37.5	Common Width (Inches)	8
Common Height (Inches)	2	Weight (lbs.)	5
Features			
Commercial/Residential	Residential	Shape	Rectangle
Fire Resistant	No	Solid As	Single block
For Use on Driveway	Yes	Square Feet per Square	63.2
Interlocking	No	Stemming Stone	Yes
Low's Exclusive	No	Stone Thickness (Millimeters)	45
Material	Concrete	Style	Brick
Number of Pieces	1	Textured	No
Patio Stone	Yes	Traffic Type	Foot
Paver	Yes	Warranty	None



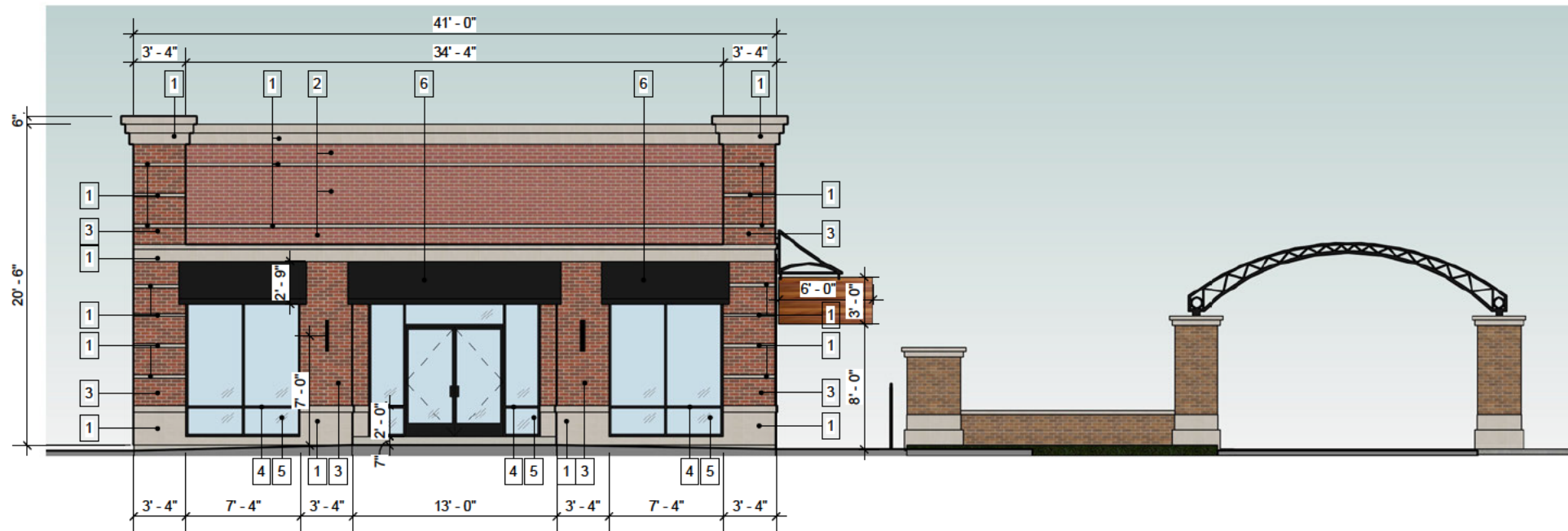
PROPOSED FLOOR PLAN

DESIGN STUDIO 24, LLC.
ARCHITECTS - DESIGNERS - PLANNERS
2970 MARIA AVENUE, SUITE 200-202, NORTHBROOK, ILLINOIS 60062
T: 847.885.7751

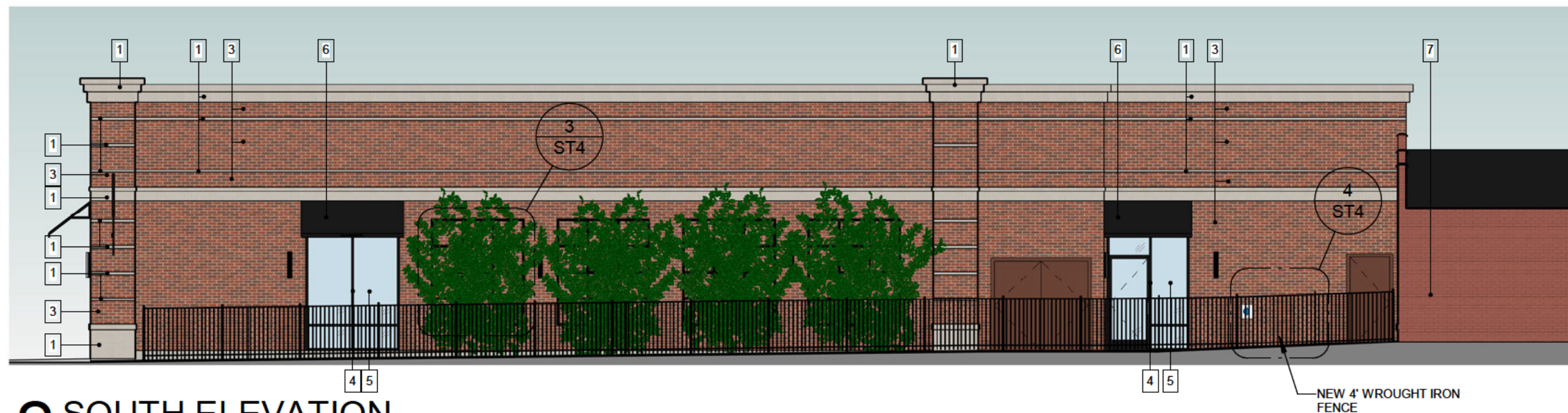
GW PROPERTIES
SITE STUDY
933 GREEN BAY RD
WINNETKA, IL. 60093

DATE 11.08.2024
MARK T. DIGANCI
REG. ARCHITECT
A.B.

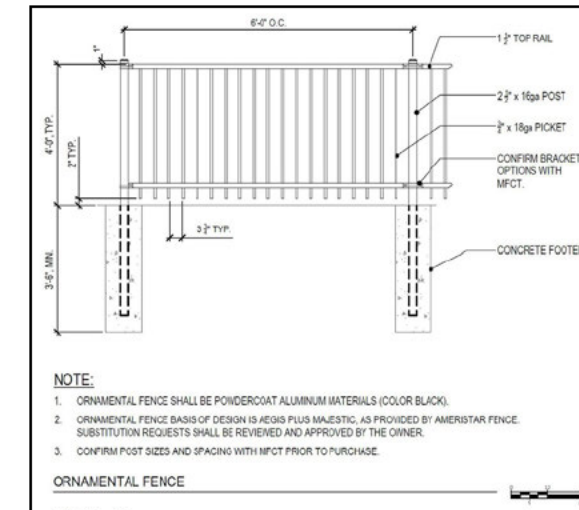
ST3



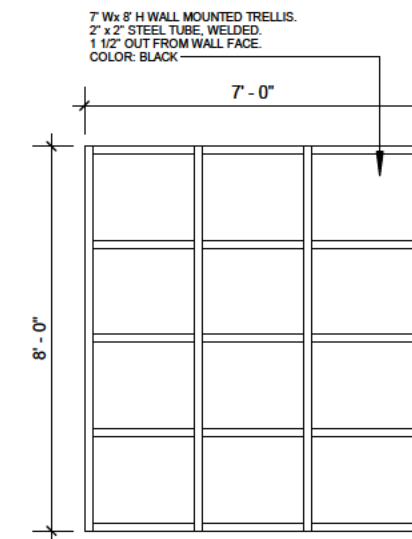
1 WEST ELEVATION
1" = 10'-0"



2 SOUTH ELEVATION
1" = 10'-0"



4 ORNAMENTAL FENCE
1/4" = 1'-0"



3 TRELLIS
1/4" = 1'-0"

MATERIAL SCHEDULE

TAG	EXTERIOR COMPONENT/ MATERIAL	MANUFACTURER	COLOR/ FINISH
1	WALL BASE, SILLS, BANDING, TRIMS & CORNICE	BUECHEL	LIMESTONE/ INDIANA BUFF CUT STONE
2	THIN BRICK VENEER	GLEN-GERY	SUNSET SMOOTH
3	FACE BRICK	GLEN-GERY	RED DESERT
4	ALUMINUM STOREFRONT	KAWNEER OR APPROVED EQUAL	BLACK
5	WINDOW GLASS	GUARDIAN	LOW-E
6	FABRIC AWNING	SUNBRELLA	FUNDAMENTAL CHARCOAL 4400-0000
7	PAINT	SHERWIN-WILLIAMS	SW 6333 FOXY



SOUTH-WEST CORNER VIEW



NORTH-WEST CORNER VIEW



COURTYARD VIEW



SOUTH VIEW

COLOR RENDERINGS

DESIGN STUDIO 24, LLC.
ARCHITECTS - DESIGNERS - PLANNERS
2970 MARIA AVENUE, SUITE 200-202, NORTHBROOK, ILLINOIS 60062 T: 847.885.7751

GW PROPERTIES

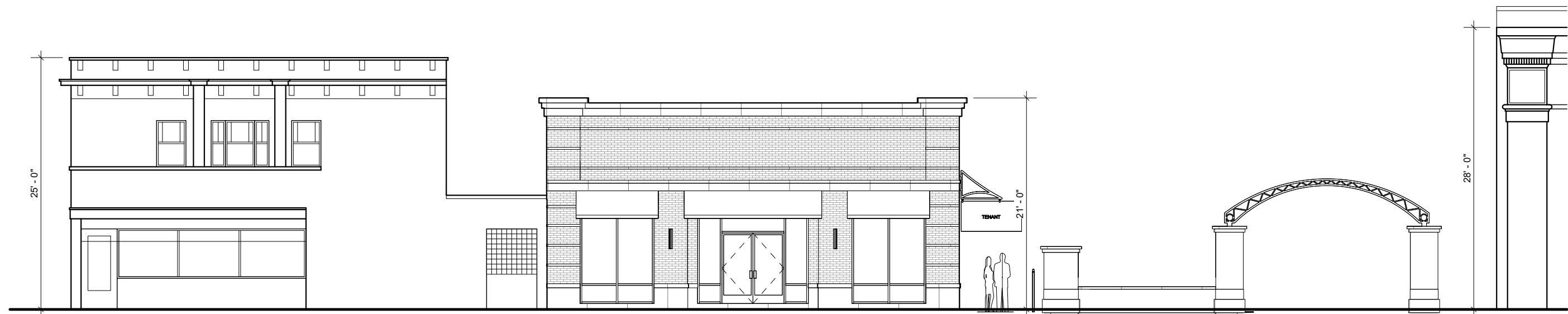
SITE STUDY

933 GREEN BAY RD
WINNETKA, IL. 60093

DATE 11.08.2024

MARK T. DIGANCI
REG. ARCHITECT
A.S.

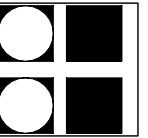
ST5



1 WEST ELEVATION - CONTEXT
 3/32" = 1'-0"



BUILDING & SITE CURRENT PHOTOS



BUILDING CONTEXT ELEVATION
DESIGN STUDIO 24, LLC.
 ARCHITECTS - DESIGNERS - PLANNERS
 2970 MARIA AVENUE, SUITE 200-202, NORTHBROOK, ILLINOIS 60062
 T: 847.885.7751

GW PROPERTIES
SITE STUDY
 933 GREEN BAY RD
 WINNETKA, IL. 60093

DATE 11.08.2024
 MARK T. DIGANCI
 REG. ARCHITECT
 A.S.

ST6



CONTEXT PHOTOS - PROJECT SIDE (EAST SIDE OF GREEN BAY)



CONTEXT PHOTOS - ACROSS THE STREET (WEST SIDE OF GREEN BAY)

CONTEXT PHOTOS

DESIGN STUDIO 24, LLC.

ARCHITECTS - DESIGNERS - PLANNERS

2970 MARIA AVENUE, SUITE 200-202, NORTHBROOK, ILLINOIS 60062

T: 847.885.7751

GW PROPERTIES

SITE STUDY

933 GREEN BAY RD

WINNETKA, IL. 60093

DATE

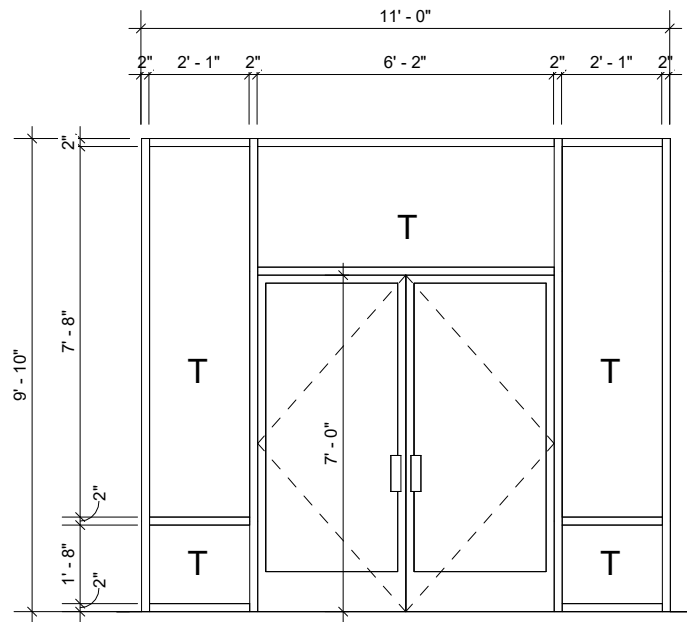
11.08.2024

MARK T. DIGANCI

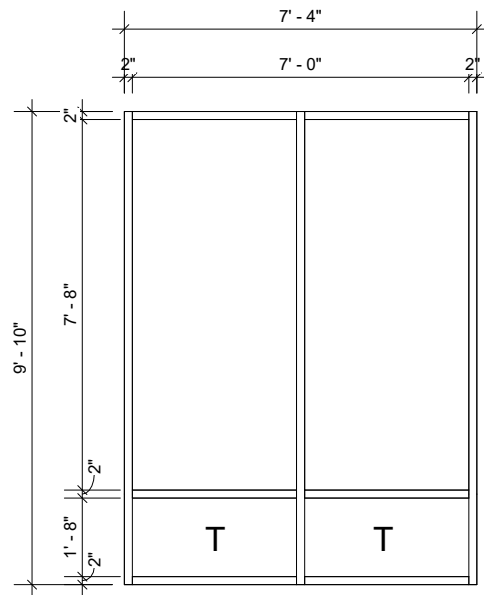
REG. ARCHITECT

A.S.

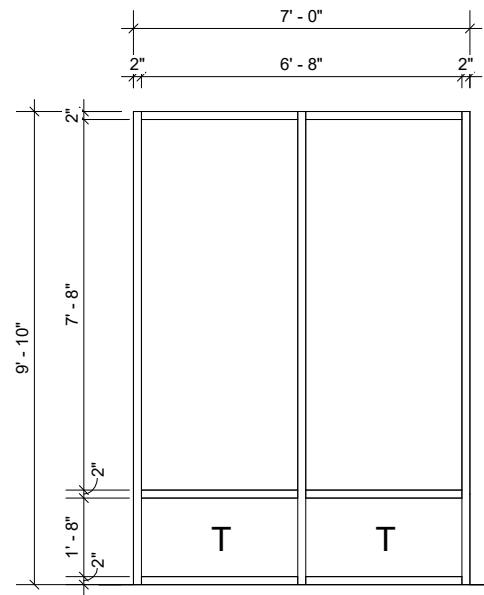
ST7



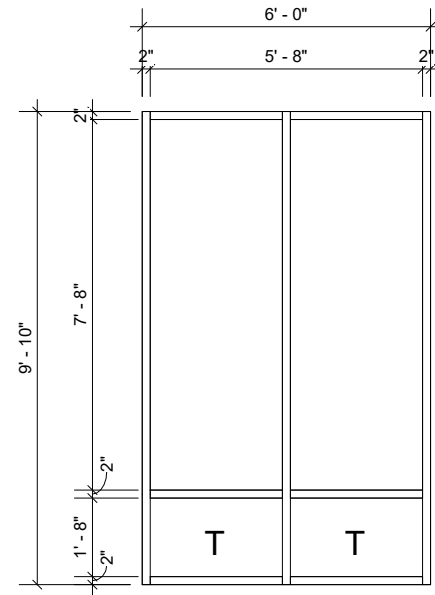
1 **STOREFRONT 1**
1/4" = 1'-0"



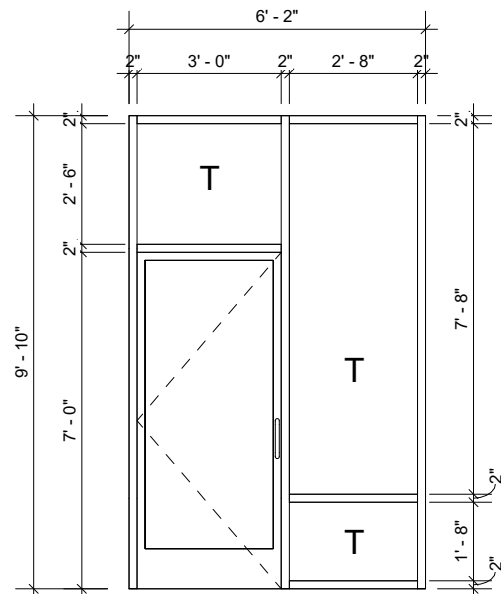
2 **STOREFRONT 2**
1/4" = 1'-0"



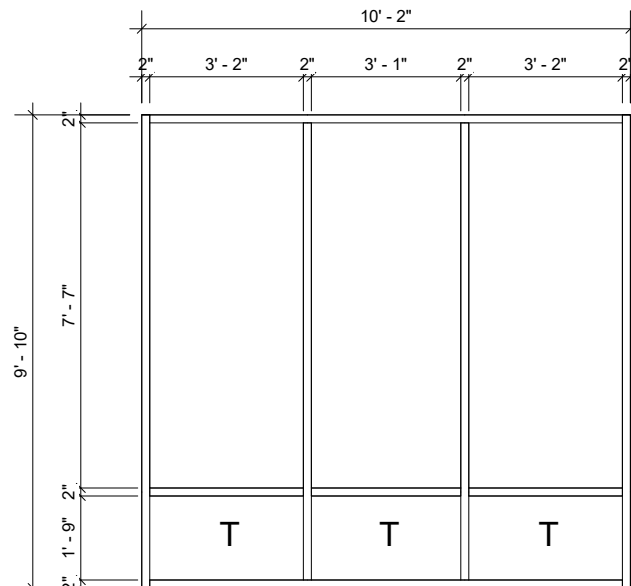
3 **STOREFRONT 3**
1/4" = 1'-0"



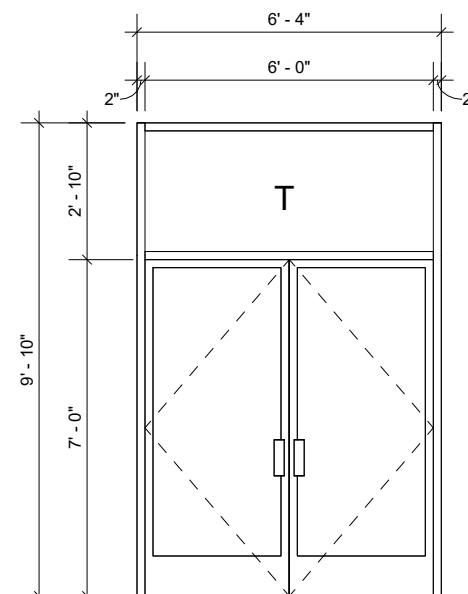
4 **STOREFRONT 4**
1/4" = 1'-0"



5 **STOREFRONT 5**
1/4" = 1'-0"



6 **STOREFRONT 6**
1/4" = 1'-0"



7 **STOREFRONT 7**
1/4" = 1'-0"

STOREFRONT SCHEDULE.

Type Mark	Type	Count	Frame Width	Frame Height	Frame Material and Finish	Framed Glazing
1	STOREFRONT 1	1	11' - 0"	9' - 10"	KAWNEER BLACK ANODIZED OR APPROVED EQUAL ALUMINUM - THERMALLY BROKEN, 2" x 4 1/2" MULLION PROFILE	THERMALLY BROKEN 1" INSULATED, LOW-E, TEMPERED GLASS
2	STOREFRONT 2	2	7' - 4"	9' - 10"	KAWNEER BLACK ANODIZED OR APPROVED EQUAL ALUMINUM - THERMALLY BROKEN, 2" x 4 1/2" MULLION PROFILE	THERMALLY BROKEN 1" INSULATED, LOW-E, TEMPERED GLASS
3	STOREFRONT 3	1	7' - 0"	9' - 10"	KAWNEER BLACK ANODIZED OR APPROVED EQUAL ALUMINUM - THERMALLY BROKEN, 2" x 4 1/2" MULLION PROFILE	THERMALLY BROKEN 1" INSULATED, LOW-E, TEMPERED GLASS
4	STOREFRONT 4	1	6' - 0"	9' - 10"	KAWNEER BLACK ANODIZED OR APPROVED EQUAL ALUMINUM - THERMALLY BROKEN, 2" x 4 1/2" MULLION PROFILE	THERMALLY BROKEN 1" INSULATED, LOW-E, TEMPERED GLASS
5	STOREFRONT 5	1	6' - 2"	9' - 10"	KAWNEER BLACK ANODIZED OR APPROVED EQUAL ALUMINUM - THERMALLY BROKEN, 2" x 4 1/2" MULLION PROFILE	THERMALLY BROKEN 1" INSULATED, LOW-E, TEMPERED GLASS
6	STOREFRONT 6	1	10' - 2"	9' - 10"	KAWNEER BLACK ANODIZED OR APPROVED EQUAL ALUMINUM - THERMALLY BROKEN, 2" x 4 1/2" MULLION PROFILE	THERMALLY BROKEN 1" INSULATED, LOW-E, TEMPERED GLASS
7	STOREFRONT 7	1	6' - 4"	9' - 10"	KAWNEER BLACK ANODIZED OR APPROVED EQUAL ALUMINUM - THERMALLY BROKEN, 2" x 4 1/2" MULLION PROFILE	THERMALLY BROKEN 1" INSULATED, LOW-E, TEMPERED GLASS

Grand total: 8

STOREFRONT ELEVATIONS

DESIGN STUDIO 24, LLC.
ARCHITECTS - DESIGNERS - PLANNERS
2970 MARIA AVENUE, SUITE 200-202, NORTHBROOK, ILLINOIS 60062
T: 847.885.7751

GW PROPERTIES

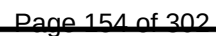
SITE STUDY

933 GREEN BAY RD
WINNETKA, IL. 60093

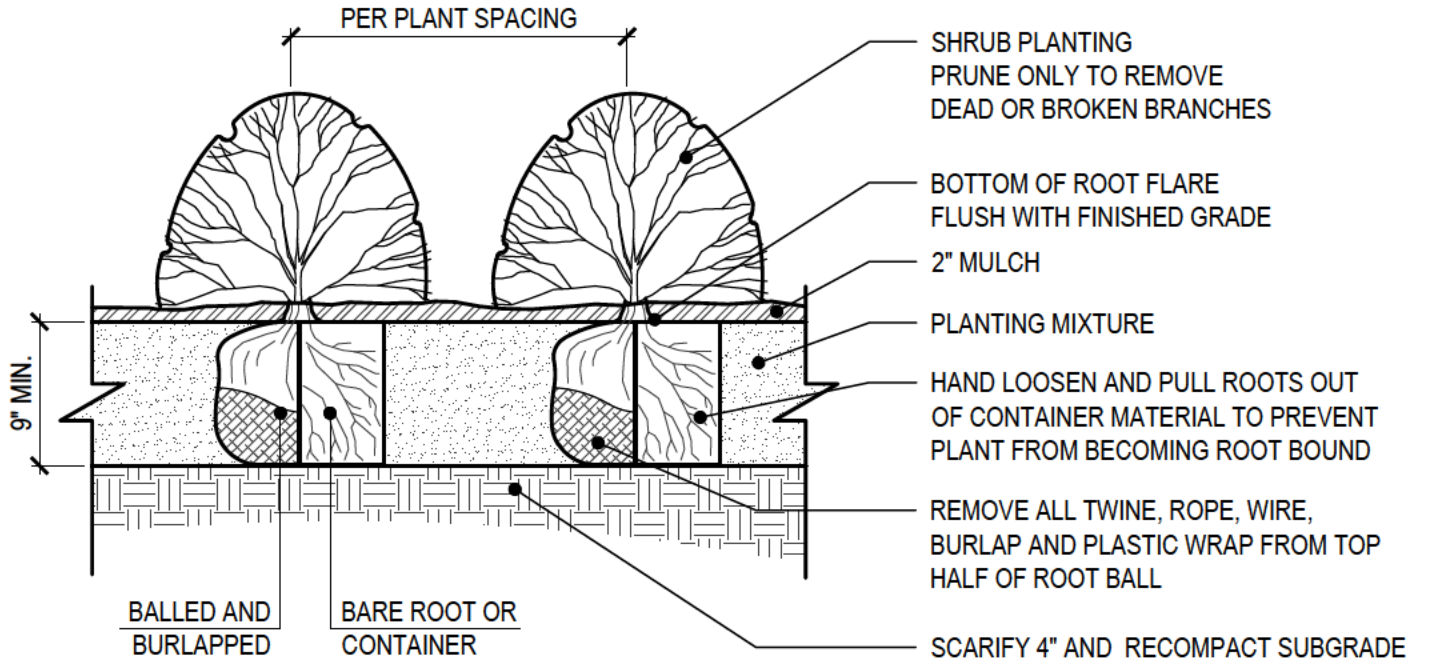
DATE11.08.2024

MARK T. DIGANCI
REG. ARCHITECT
A.S.

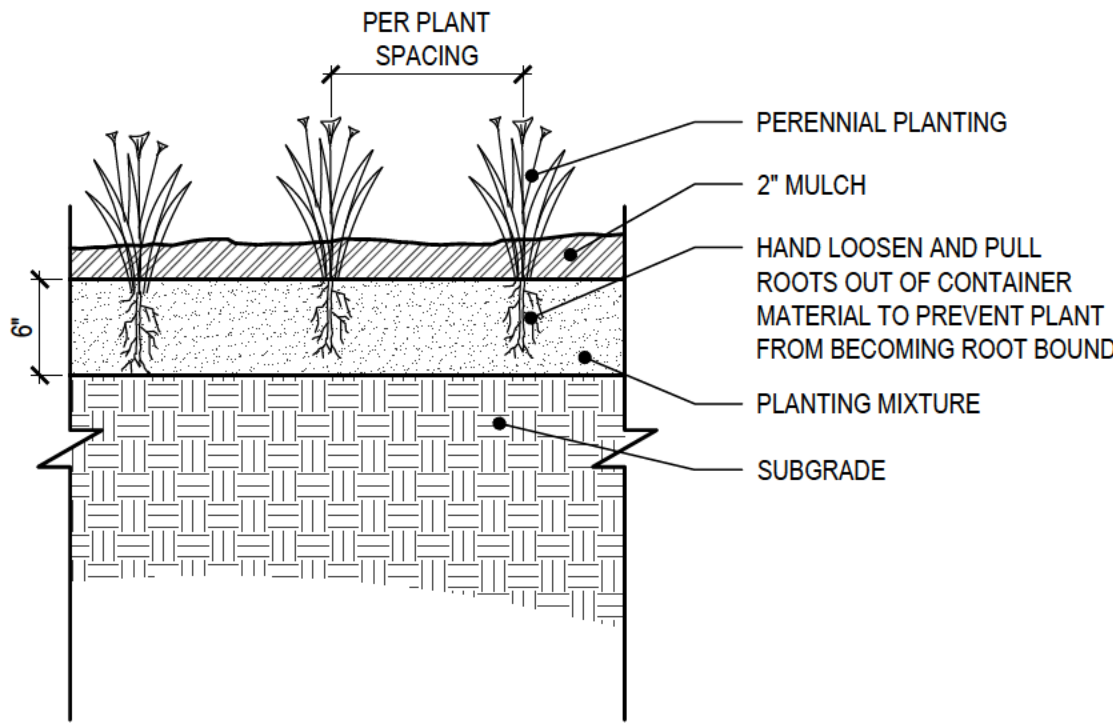
ST8



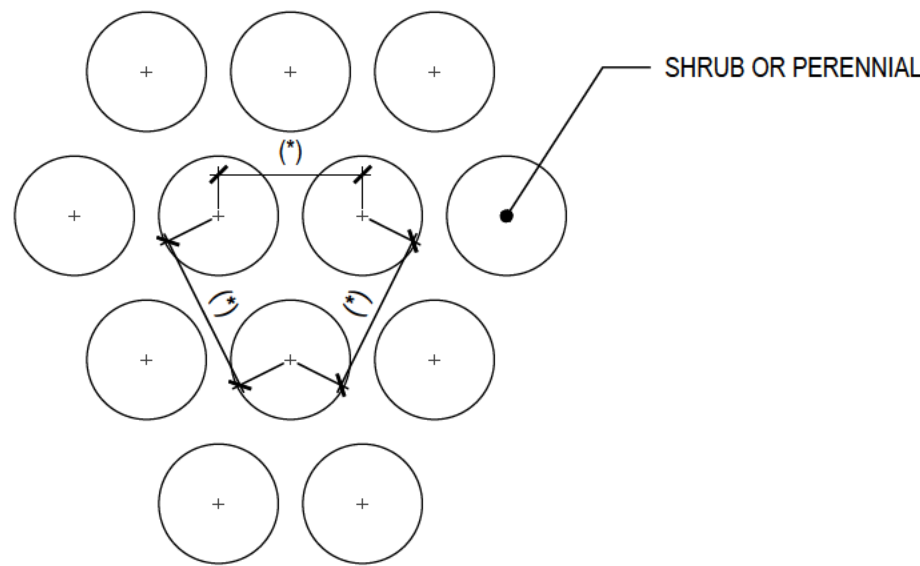
 ST9	
GW PROPERTIES SITE STUDY 933 GREEN BAY RD WINNETKA, IL. 60093	PROPOSED LIGHTING PLAN DESIGN STUDIO 24, LLC. ARCHITECTS - DESIGNERS - PLANNERS 2970 MARIA AVENUE, SUITE 200-202, NORTHBROOK, ILLINOIS 60062 t-847.885.7751
DATE 11.08.2024	MARK T. DIGANCI REG. ARCHITECT A.B



1 SHRUB PLANTING
SCALE: 1" = 1'-0"



2 PERENNIAL PLANTING
SCALE: 1" = 1'-0"



3 PLANT SPACING
NOT TO SCALE

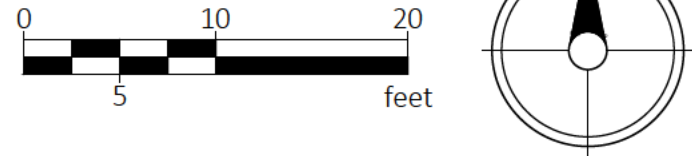
LANDSCAPE NOTES:

1. THE LANDSCAPE CONTRACTOR SHALL OBTAIN AND PAY FOR ALL PERMITS AND FEES THAT MAY BE REQUIRED FOR HIS PORTION OF WORK.
2. IN CASE OF DISCREPANCIES BETWEEN THE PLAN AND THE PLANT LIST, THE GRAPHIC SYMBOLS SHOWN ON THE PLAN SHALL DICTATE.
3. NO SUBSTITUTIONS OF PLANT MATERIALS WILL BE ALLOWED. IF PLANTS ARE NOT AVAILABLE, THE CONTRACTOR SHALL NOTIFY LANDSCAPE ARCHITECT PRIOR TO BID IN WRITING. ALL PLANTS SHALL BE INSPECTED AND TAGGED WITH PROJECT I.D. AT NURSERY OR CONTRACTORS OPERATIONS PRIOR TO MOVING TO JOB SITE. PLANTS MAY BE INSPECTED AND APPROVED OR REJECTED ON THE JOB SITE BY LANDSCAPE ARCHITECT.
4. LANDSCAPE CONTRACTOR SHALL NOTIFY LANDSCAPE ARCHITECT IN WRITING PRIOR TO BID DATE OF ANY PLANTS HE/SHE FEELS MAY NOT SURVIVE IN LOCATIONS NOTED ON PLANS.
5. ALL PLANTS SHALL MEET OR EXCEED AMERICAN STANDARDS FOR NURSERY STOCK, 1986 EDITION, AS SET FORTH BY AMERICAN ASSOCIATION OF NURSERYMEN.
6. ALL PLANT MATERIAL AND SEED SHALL BE PROVIDED FROM A NURSERY (WITHIN 200 MILES) WITH A SIMILAR PLANT HARDINESS ZONE AS PROJECT LOCATION
7. PLANTS AND ALL OTHER MATERIALS TO BE STORED ON SITE WILL BE PLACED WHERE THEY WILL NOT CONFLICT W/ CONSTRUCTION OPERATIONS AND AS DIRECTED BY LANDSCAPE ARCHITECT.
8. NO PERMANENT IRRIGATION SYSTEM - CONTRACTOR SHALL BE RESPONSIBLE FOR ESTABLISHMENT WATERING THROUGH TEMPORARY FACILITIES, WATERING BAGS, ETC., AS APPROVED BY OWNER FOR PLANT WARRANTY.
9. ALL PLANTING BEDS SHALL RECEIVE 18" DEPTH OF PREPARED SOIL.
10. ALL MULCH MATERIALS SHALL BE PROCESSED DOUBLE SHREDDED HARDWOOD BARK MULCH OF UNIFORM SIZE. NO UTILITY MULCH OR PROCESSED TREE TRIMMINGS WILL BE ALLOWED. SUBMIT SAMPLE TO ARCHITECT.
- 10.1. MULCH SHALL BE 2-INCH THICK MINIMUM COVERAGE IN ALL AREAS OF TREE PITS OR PLANTING BEDS, UNLESS OTHERWISE NOTED.
11. ALL LANDSCAPE PLANTINGS TO BE MAINTAINED BY CONTRACTOR FOR 60 DAYS MIN. FOLLOWING COMPLETE INSTALLATION AND FINAL INSPECTION BY LANDSCAPE ARCHITECT. MAINTENANCE SHALL INCLUDE WATERING, WEEDING, CULTIVATING, MULCHING, MOWING, AND ALL OTHER NECESSARY OPERATIONS REQUIRED FOR PROPER ESTABLISHMENT OF LAWNS AND PLANTINGS.
12. ALL LANDSCAPE PLANTINGS SHALL BE GUARANTEED FOR A PERIOD OF ONE YEAR FOLLOWING FINAL INSPECTION BY LANDSCAPE ARCHITECT. AT THE END OF THIS PERIOD, PLANT MATERIAL TERMED DEAD OR UNSATISFACTORY BY LANDSCAPE ARCHITECT SHALL BE REPLACED AT NO ADDITIONAL CHARGE BY THE LANDSCAPE CONTRACTOR. THE REPLACEMENTS SHALL ALSO BE GUARANTEED FOR 1 YEAR.



LANDSCAPE PLAN

SCALE: 1" = 10'-0"



DECIDUOUS SHRUBS					
HLL	3	HYDRANGEA PANICULATA 'JANE'	LITTLE LIME HYDRANGEA	#3 CONT.	36" O.C.
EVERGREEN SHRUBS					
JCK	1	JUNIPERUS CHINENSIS 'KALLAY'S COMPACT'	KALLAY'S COMPACT JUNIPER	#3 CONT.	48" O.C.
ORNAMENTAL GRASSES					
CKF	3	CALAMOGROSTIS X 'KARL FOERSTER'	KARL FOERSTER FEATHER REED GRASS	#3 CONT.	36" O.C.
PERENNIALS & GROUNDCOVERS					
ASM	8	ALLIUM 'MILLENIUM'	MILLENIUM ALLIUM	#1 CONT.	18" O.C.
CJ	10	CLEMATIS 'JACKMANII'	JACKMAN'S CLEMATIS	#1 CONT.	12" O.C. TRAIN AS VINE
CT	10	CLEMATIS TERNIFLORA	SWEET AUTUMN CLEMATIS	#1 CONT.	12" O.C. TRAIN AS VINE
DBC	3	DIANTHUS 'BLACK CHERRY FROST'	BLACK CHERRY FROST PINKS	QUARTS	12" O.C.
HBE	27	HEMEROCALLIS 'BLACK EYED STELLA'	BLACK EYED STELLA DAYLILY	#1 CONT.	18" O.C.
HRR	24	HEMEROCALLIS 'ROSY RETURNS'	ROSY RETURNS DAYLILY	#1 CONT.	18" O.C.
HCC	7	HEUCHERA 'CINNAMON CURLS'	CINNAMON CURLS CORAL BELLS	#1 CONT.	12" O.C.
LSP	20	LIRIOPE SPICATA	CREEPING LILYTURF	QUARTS	12" O.C.
NCM	4	NEPETA 'CATS MEOW'	CAT'S MEOW NEPETA	#1 CONT.	24" O.C.



PROJECT NAME:
PROPOSED REDEVELOPMENT
833 GREEN BAY ROAD
WINNETKA, IL 60093

OWNER NAME:
DESIGNSTUDIO 24
2870 MARIA AVE., SUITE 200-202
NORTHBROOK, IL 60062
p. 847.885.8300

CONSULTANTS:

Planned Environment Associates
PLANNED ENVIRONMENT ASSOCIATES
(219) 269-0388
P.O. BOX 228
CRESTHURSTON, IN 46034
www.paeonline.com

SUBMITTAL & REVISIONS									
1	10/01/24	LANDSCAPE DESIGN							
2	10/04/24	SITE PLAN REVISION							

STAMP:

LANDSCAPE ARCHITECT
JON RUBLE
187-001548
STATE OF ILLINOIS
EXP: 8/31/2025

TITLE:
LANDSCAPE PLAN & DETAILS

SHEET:
L101

DRAWN BY: JRR
CHECK BY: KMR
PROJECT #: 24-021

EXHIBIT B

PLANS

(SEE ATTACHED EXHIBIT B)

EXHIBIT C

UNCONDITIONAL AGREEMENT AND CONSENT

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

WHEREAS, Mitch Goltz, on behalf of 933 Green Bay Rd., LLC ("**Applicant**"), is the contract purchaser of the parcel of real property commonly known as 933 Green Bay Road in Winnetka, Illinois, and legally described in **Exhibit A** attached to and, by this reference, made a part of this Ordinance ("**Subject Property**"); and

WHEREAS, the Joanne Baker 2013 Living Trust Dated August 6, 2013 is the Owner of the Subject Property ("**Owner**"); and

WHEREAS, the Subject Property is located within the C-2 General Retail Commercial District and a portion of the Subject Property is located in the C-2 Commercial Overlay District of the Village (collectively, "**C-2 District**") measuring approximately 0.17 acres in size, and is currently improved with a two-story mixed-use building ("**Existing Building**"); and

WHEREAS, the Applicant, with the approval of the Owner, submitted an application and desires to redevelop the Subject Property, partially demolish the Existing Building and construct (i) a new, one story commercial building to include two commercial tenant spaces measuring approximately 4,000 square feet and approximately 2,200 square feet ("**Building**"); (ii) a walkway approximately 5 feet in width; and (iii) a 4-foot tall black wrought iron fence along the walkway (collectively, the "**Proposed Improvements**"); and

WHEREAS, pursuant to Section 17.46.030 of the Winnetka Zoning Ordinance ("**Zoning Ordinance**"), the maximum front yard setback can be no more than three feet; and

WHEREAS, pursuant to Section 17.46.030 of the Zoning Ordinance, a side yard setback is not required, but when a side yard is provided a minimum of three feet is required; and

WHEREAS, pursuant to Section 17.46.030 of the Zoning Ordinance, a minimum of 10 feet is required for a rear yard setback; and

WHEREAS, pursuant to Section 17.46.110 of the Zoning Ordinance, a minimum of six off-street parking spaces is required for the Building; and

WHEREAS, to permit construction of the Proposed Improvements, the Applicant filed an application for (i) a variation from Section 17.46.030 of the Zoning Ordinance to permit a front yard setback along Green Bay Road of 98.8 feet to a portion of the Existing Building that is to remain; (ii) a variation from Section 17.46.030 of the Zoning Ordinance to permit the north side yard setback to be 0.21 feet to the portion of the Existing Building that is to remain; (iii) a variation from Section 17.46.030 to permit the south side yard setback to be 0.18 feet to the portion of the Existing Building that is to remain; (iv) a variation from Section 17.46.030 of the Zoning Ordinance to permit a rear yard setback of 0.14 feet to the existing portion of the Existing Building that is to remain; (v) a

variation from Section 17.46.110 of the Zoning Ordinance to permit zero off-street parking spaces on the Subject Property (collectively, the “*Variations*”); and (vi) a certificate of appropriateness pursuant to Section 15.40.010 of the Village Code (“*Certificate of Appropriateness*”) (collectively, the “*Requested Relief*”); and

WHEREAS, Ordinance No. M-20-2024, adopted by the Village Council on _____, 2024 (“*Ordinance*”), grants the Requested Relief; and

WHEREAS, Section 9 of the Ordinance provides, among other things, that the Ordinance will be of no force or effect unless and until the Applicant 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 hereby agrees and covenants 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, have considered the possibility of the revocation provided for in the Ordinance, and agree not to challenge any such revocation on the grounds of any procedural infirmity or a denial of any procedural right.
3. The Applicant acknowledges and agrees that the Village is not and will not be, in any way, liable for any damages or injuries that may be sustained as a result of the Village's grant of the Requested Relief for the Subject Property or its adoption of the Ordinance, and that the Village's approvals are not, and will not be, in any way, deemed to insure the Applicant against damage or injury of any kind and at any time.
4. The Applicant hereby agrees to hold harmless and indemnify the Village, the Village's corporate authorities, and all Village elected and appointed officials, officers, employees, agents, representatives, and attorneys, from any and all claims that may, at any time, be asserted against any of such parties in connection with the Village's adoption of the Ordinance granting the Requested Relief for the Subject Property.
5. The Applicant hereby agrees to pay all expenses incurred by the Village in defending itself with regard to any and all of the claims mentioned in this Unconditional Agreement and Consent. These expenses will include all out-of-pocket expenses, such as attorneys' and experts' fees, and will also include the reasonable value of any services rendered by any employees of the Village.

Dated: _____, 2024

ATTEST:

933 GREEN BAY RD., LLC

By: _____

By: _____

Its: _____

Its: _____

ATTEST:

**JOANNE BAKER 2013 LIVING TRUST DATED
AUGUST 6, 2013**

By: _____

By: _____

Its: _____

Its: _____



Attachment 2

MEMORANDUM VILLAGE OF WINNETKA

COMMUNITY DEVELOPMENT DEPARTMENT

TO: DESIGN REVIEW BOARD
FROM: ANN KLAASSEN, ASSISTANT DIRECTOR
DATE: NOVEMBER 15, 2024
SUBJECT: 933 GREEN BAY ROAD – NEW COMMERCIAL BUILDING
CERTIFICATE OF APPROPRIATENESS (AMENDED CASE NO. 24-24-V2)

INTRODUCTION

On November 21, 2024, the Design Review Board (DRB) is scheduled to hold a continued public hearing on an amended application submitted by Mitch Goltz (the “Applicant”), as the contract purchaser of the property located at 933 Green Bay Road (the “Subject Property”). The Applicant is proposing construction of a new **one-story commercial building** on the Subject Property and requests approval of a Certificate of Appropriateness. The Subject Property is owned by the Joanne Baker 2013 Living Trust Dated August 6, 2013, who has authorized the Applicant to submit the application for a Certificate of Appropriateness.

A mail notice was sent to property owners within 250 feet of the Subject Property, for the initial public hearing in October, in compliance with the Village Code. As of the date of this memo, staff has not received any written comments from the public regarding this application.

OCTOBER 17, 2024, DESIGN REVIEW BOARD MEETING

On October 17, 2024, the DRB held a public hearing on the Applicant’s request for approval of a Certificate of Appropriateness for the design of the proposed building and site improvements on the Subject Property. The staff report for the October 17 meeting can be found in **Attachment B1**. A copy of the October 17 meeting minutes is included in the November 21 agenda packet of the Board’s approval.

After hearing from Village staff and the Applicant, and receiving no public comments, the DRB discussed the proposed design. Members were complimentary of the scale of the proposed building, but they expressed concern about the quality of the building materials and the lack of architectural character. With respect to the building materials, the Board suggested the use of natural limestone in place of the proposed cast stone, elimination of EIFS and metal coping. In terms of the design, the DRB suggested more brick detailing and providing more shadow and texture. The Applicant was agreeable to making changes to address the comments and concerns of the DRB. The DRB then continued the item to the November meeting to provide the Applicant time to respond to the Board’s comments.

AMENDED PROPOSED PLAN

In response to comments at the October 17 DRB meeting, the Applicant has provided the attached written explanation describing the revised design and plans (**Attachment A1**). The primary changes include the following:

- Revised brick color to red to be more compatible with existing buildings on the block and painting existing brick red to match.
- Use of natural Indiana limestone for building base, banding, parapet coping, and trim.
- Removal of faux second floor windows, and increased height of storefront framing, glass and entry.
- Revised design to include and highlight natural limestone detailing on pilasters.
- Revised design to include additional pilaster near the rear of the building to balance south elevation.
- Revised courtyard design, including enlargement of landscape area.
- New 4-foot-tall black wrought iron fence.

The revised plans also represent a proposed wall sign, a small projecting sign over the public sidewalk, and a projecting sign over the proposed private walkway to help illustrate the intended finished design of the proposed improvements. The wall sign complies with the Sign Code, while the size of the projecting sign over the private walkway as currently depicted requires a Sign Code variation. Sign permits, and a Sign Code variation application, with the details of the proposed signage will need to be submitted and considered by the DRB at a future meeting.

At the November 21 meeting, the Applicant will review the revised plans and explain the design decisions in response to the Board's comments. An updated material board will also be provided at the meeting. As noted above, the Applicant is now proposing a 4-foot tall black wrought iron fence along the proposed walkway that is intended to replace the existing wooden fence on the neighboring property to the south. The Applicant is working with the owner of the property to the south regarding the fencing.

The images on the following pages compare some of the plans considered at the October 17 DRB meeting with the current amended plans (Figures 1 through 10).

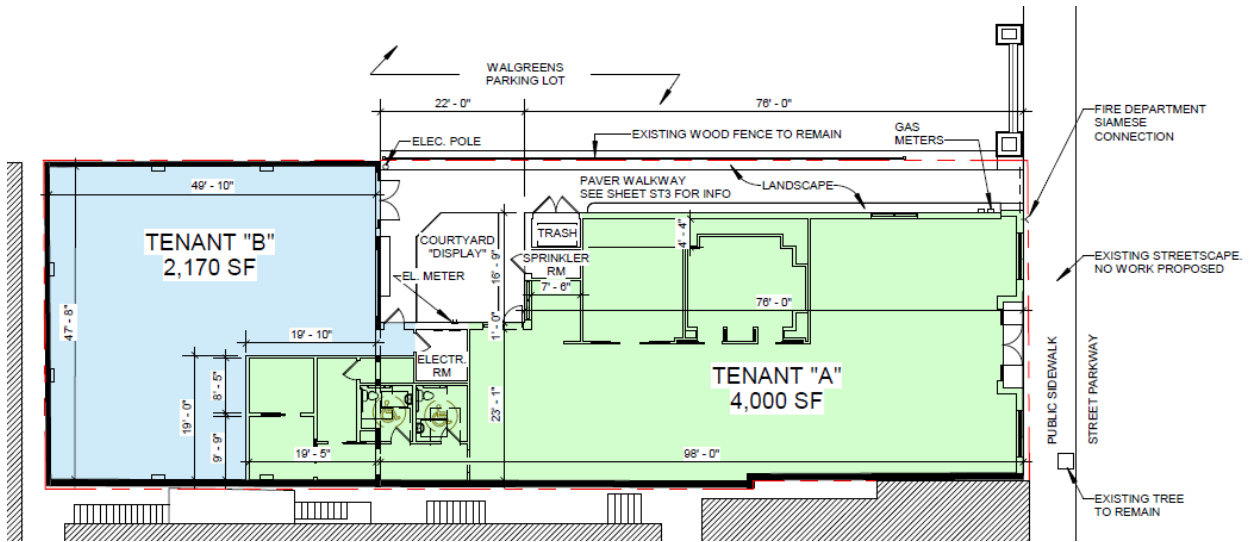


Figure 1 – Proposed Site Plan (October 17 Meeting)

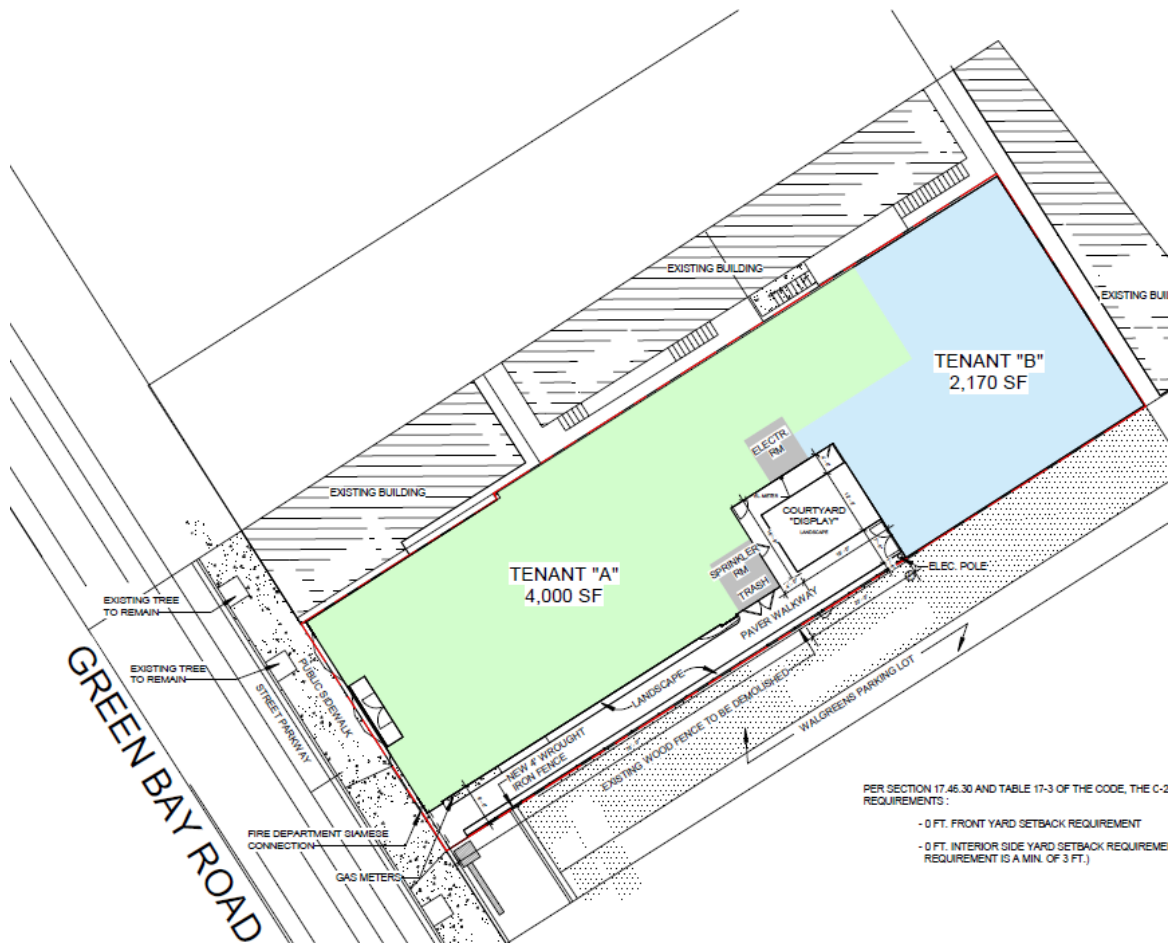


Figure 2 – Amended Site Plan



SOUTH-WEST CORNER VIEW

Figure 3 – Rendering of Southwest Corner View (October 17 Meeting)



Figure 4 – Amended Rendering of Southwest Corner View



Figure 5 – Rendering of Northwest Corner View (October 17 Meeting)



Figure 6 – Amended Rendering of Northwest Corner View



COURTYARD VIEW

Figure 7 – Rendering of Courtyard View (October 17 Meeting)



Figure 8 – Amended Rendering of Courtyard View



Figure 9 - Rendering of South View (October 17 Meeting)



Figure 10 – Amended Rendering of South View

OTHER ADVISORY BOARD/COMMISSION REVIEW

As noted in the October staff report to the DRB, the Applicant has also submitted a demolition application to demolish the front portion of the existing commercial building located on the Subject Property, as well as a variation application for the proposed development. Although the proposed new construction would comply with the required setbacks, the existing building that is to remain requires the following zoning relief:

- **Variations to:**
 - Provide more than the maximum permitted front yard setback along a portion of the west property line along Green Bay Road;
 - Provide less than the minimum required interior side yard setback from a portion of the north property line and from a portion of the south property line;
 - Provide less than the minimum required rear yard setback; and
 - Provide less than the minimum required number of off-street parking spaces.

Though zoning relief is not the purview of the DRB, we are providing you with this information so you are aware of the relief the Zoning Board of Appeals will be considering.

The Historic Preservation Commission considered the demolition application on November 4, 2024, and by a vote of 5-0 approved the demolition without delay. The Zoning Board of Appeals is scheduled to consider the variations on November 18, 2024.

CERTIFICATE OF APPROPRIATENESS CONSIDERATIONS

As established by the Village Code, the DRB is to consider the following four (4) factors in determining whether to grant a Certificate of Appropriateness:

“(1) whether the proposed external architectural features and site improvements are

appropriate to and compatible with the character of the immediate neighborhood;”

“(2) whether the proposed external architectural features and site improvements are appropriate to and compatible with adopted Village plans for and improvements in the immediate neighborhood, and including both urban design and site arrangement considerations;”

“(3) whether the proposed external architectural features and site improvements are consistent with applicable Village design guidelines and such standards and criteria as may be adopted by the Board; and”

“(4) the probable effect of the proposed external architectural features on the integrity of the immediate vicinity.”

The Board will need to determine if the proposed one-story commercial building and its associated landscape and hardscape improvements comply with the above standards.

DESIGN GUIDELINES

The October staff report highlighted aspects of the Village’s Design Guidelines relevant to the proposed improvements (**Attachment B1**). Excerpts of the Village’s Design Guidelines, which apply to commercial buildings, are included in **Attachment B1**.

RECOMMENDATION

At the November 21, 2024, Design Review Board meeting, the Board is scheduled to continue its consideration of the design of the Applicant’s proposed building, hardscape, and landscaping. After hearing from the Applicant and the public, the Board may decide to take action on one of two options:

- 1) Continue further review of the application to a specific date in order to provide the Applicant and/or staff additional time to address questions and comments from the Board; or
- 2) Adopt a motion to recommend approval or a motion to recommend denial of a certificate of appropriateness for the design of the proposed one-story commercial building and associated site improvements.

If the Board wishes to adopt a motion to recommend approval or denial, a Board member will want to make a motion such as the following:

*Move to recommend **approval [denial]** of a certificate of appropriateness for the **design of the proposed one-story commercial building and site improvements on the Subject Property**, subject to the following conditions:*

- A. [If the Board chooses to place conditions as part of its recommendation of approval, it will want to include the conditions here.]***

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

- (1) the proposed external architectural features and site improvements are appropriate to and compatible with the character of the immediate neighborhood;*
- (2) the proposed external architectural features and site improvements are appropriate to and compatible with adopted Village plans for and improvements in the immediate*

neighborhood, and including both urban design and site arrangement considerations;

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

ATTACHMENTS

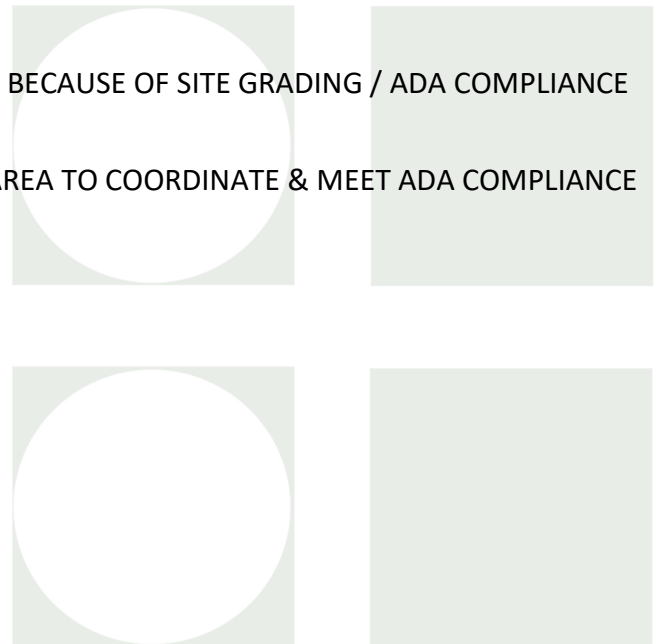
Attachment A1: Applicant's Explanation of Revised Design and Revised Plans

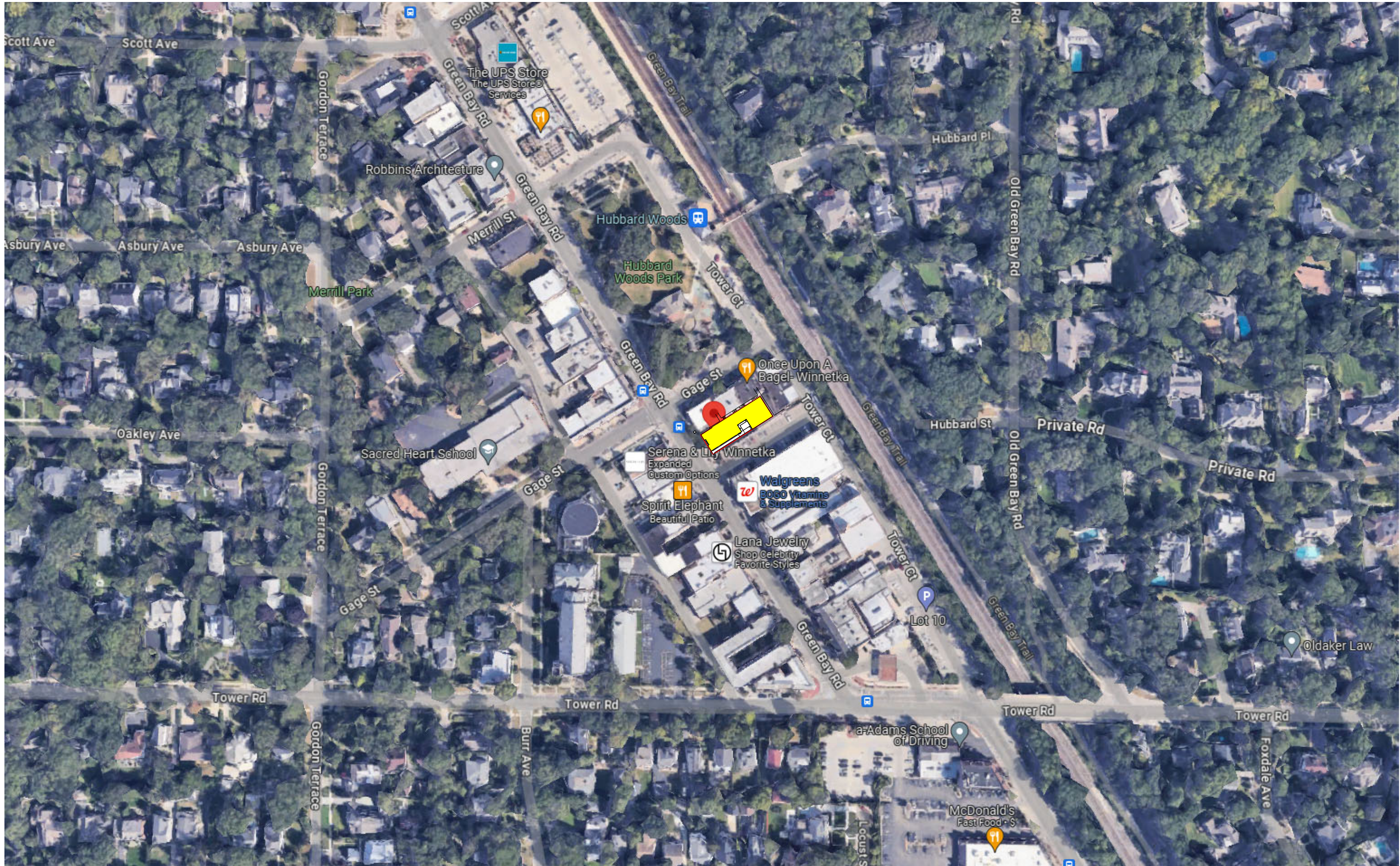
Attachment B1: October 11, 2024, DRB Staff Report and Attachments

933 GREEN BAY RD. WINNETKA, IL. - NEW RETAIL BUILDING DESIGN REVISIONS 11.11.24

BASED ON VILLAGE COMMENTS FROM THE INITIAL APPEARANCE REVIEW MEETING THE FOLLOWING DESIGN REVISIONS HAVE BEEN MADE :

- A) REVISE BRICK COLOR FOR MORE COMPATIBLE APPEARANCE WITH EXISTING BUILDINGS ON THE BLOCK
- B) REVISE TO NATURAL INDIANA LIMESTONE FOR BUILDING BASE, BANDING, PARAPET COPING, & TRIM
- C) REMOVE '2 ND FLOOR' WINDOWS, INCREASE HEIGHT OF STOREFRONT FRAMING, GLASS, AND ENTRY
- D) REVISE DESIGN TO INCLUDE AND HIGHLIGHT MORE NATURAL LIMESTONE DETAILING ON 'PILASTERS'
- E) REVISE DESIGN TO INCLUDE ADD'L PILASTER NEAR REAR OF BUILDING TO BALANCE SOUTH ELEVATION
- F) REVISE DESIGN TO INCLUDE A STEP AT FRONT ENTRY BECAUSE OF SITE GRADING / ADA COMPLIANCE
- G) REVISE COURTYARD DESIGN, ENLARGE LANDSCAPE AREA TO COORDINATE & MEET ADA COMPLIANCE





1 SITE AERIAL
1" = 200'-0"



SITE AERIAL

DESIGN STUDIO 24, LLC.

ARCHITECTS - DESIGNERS - PLANNERS

2970 MARIA AVENUE, SUITE 200-202, NORTHBROOK, ILLINOIS 60062

1-847-885-7751

GW PROPERTIES

SITE STUDY

933 GREEN BAY RD
WINNETKA, IL. 60093

DATE

11.08.2024

MARK T. DIGANCI

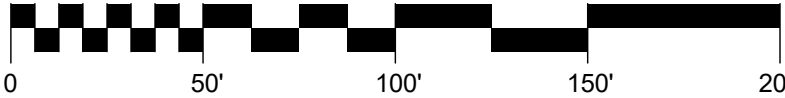
REG. ARCHITECT

A.S.

ST0



1 SITE AERIAL - CLOSE UP
1" = 50'-0"



SITE AERIAL - CLOSE UP

DESIGN STUDIO 24, LLC.
ARCHITECTS - DESIGNERS - PLANNERS
2970 MARIA AVENUE, SUITE 200-202, NORTHBROOK, ILLINOIS 60062
T: 847.885.7751

GW PROPERTIES
SITE STUDY

933 GREEN BAY RD
WINNETKA, IL. 60093

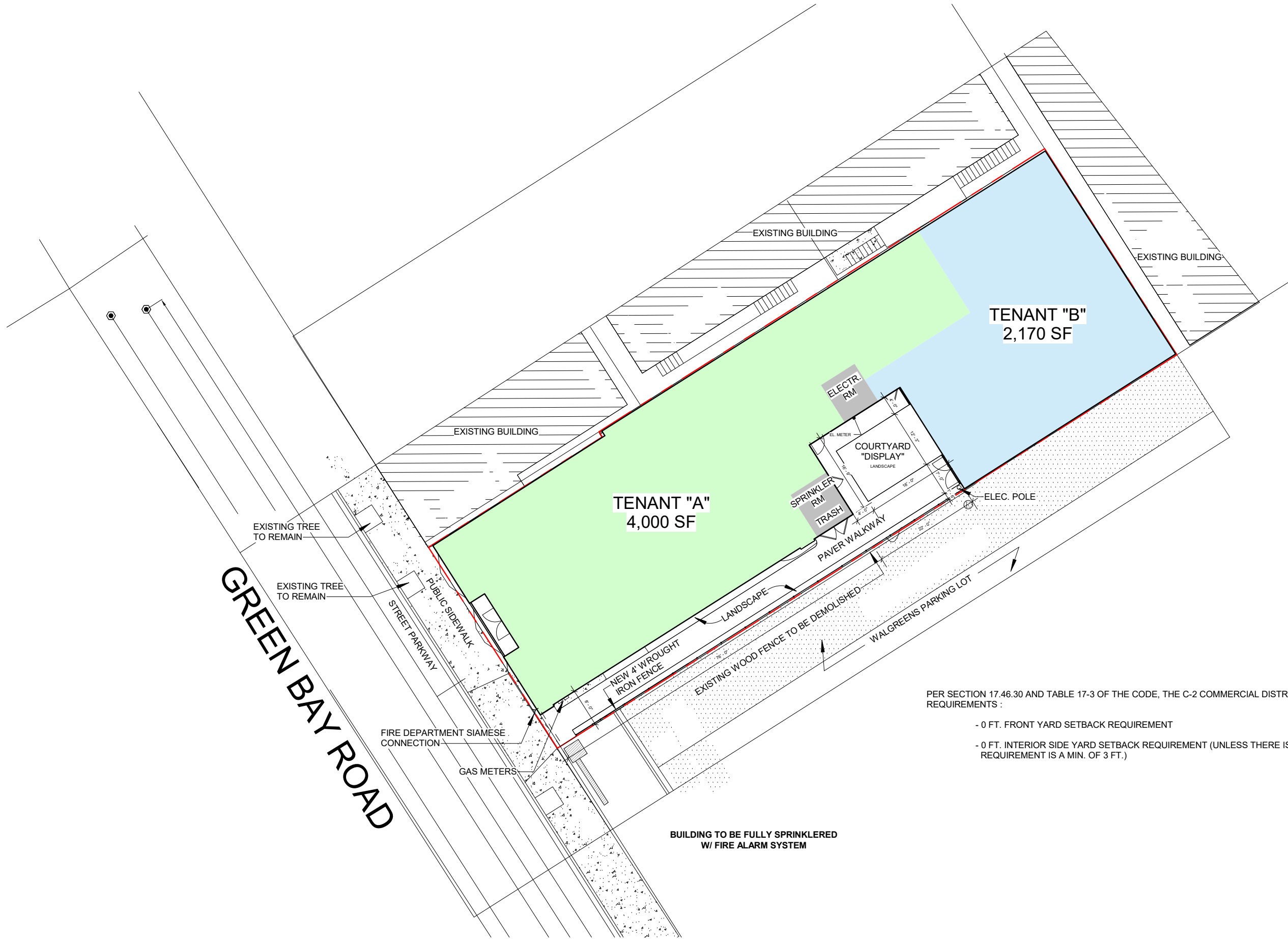
DATE 11.08.2024

MARK T. DIGANCI
REG. ARCHITECT
A.S.

ST1

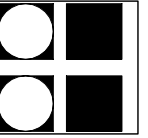
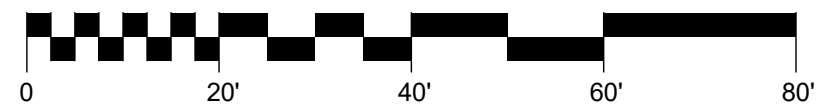
1 PROPOSED SITE PLAN

1" = 20'-0"



PER SECTION 17.46.30 AND TABLE 17-3 OF THE CODE, THE C-2 COMMERCIAL DISTRICT HAS THE FOLLOWING SETBACK REQUIREMENTS :

- 0 FT. FRONT YARD SETBACK REQUIREMENT
- 0 FT. INTERIOR SIDE YARD SETBACK REQUIREMENT (UNLESS THERE IS A SIDE YARD, IN WHICH CASE THE REQUIREMENT IS A MIN. OF 3 FT.)

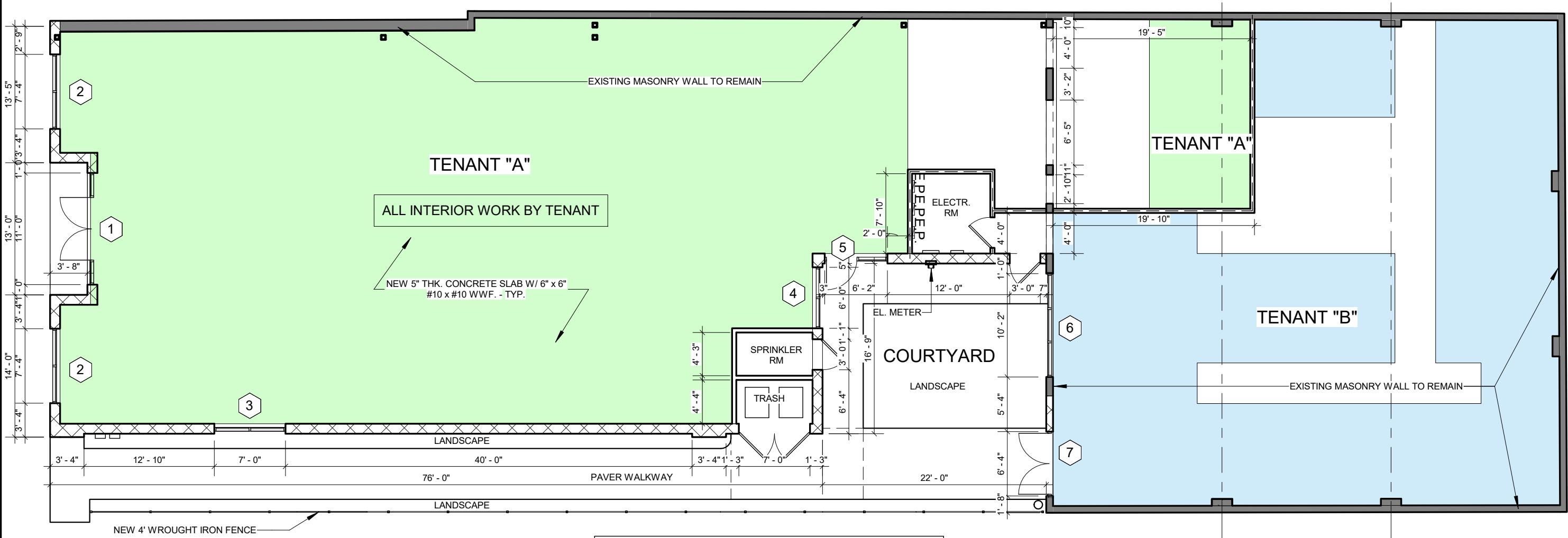


SITE PLAN
DESIGN STUDIO 24, LLC.
ARCHITECTS - DESIGNERS - PLANNERS
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T: 847.885.7751

GW PROPERTIES
SITE STUDY
933 GREEN BAY RD
WINNETKA, IL. 60093

DATE 11.08.2024
MARK T. DIGANCI
REG. ARCHITECT
A.S.

ST2



1 T/SLAB - PROPOSED

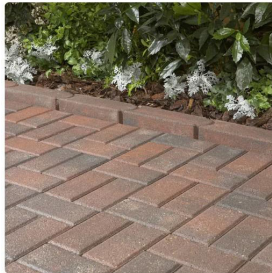
1" = 10'-0"



	TENANT "B" PRELIMINARY GROSS FLOOR AREA = 1,546 SF
	TENANT "A" GROSS FLOOR AREA = 3,184 SF

PAVER WALKWAY SPECIFICATIONS

Specifications			
General			
Color/Finish Family	Red	Series Name	Holland
Manufacturer Color/Finish	Red/Charcoal	Type	Paver
Dimensions			
Actual Height (Inches)	1.7	Common Length (Inches)	8
Actual Length (Inches)	7.75	Common Size (L x W)	8-in x 4-in
Actual Width (Inches)	3.75	Common Width (Inches)	4
Common Height (Inches)	2	Weight (lbs.)	5
Features			
Commercial/Residential	Residential	Shape	Rectangle
Fire Resistant	No	Sold As	Single block
For Use on Driveway	Yes	Square Feet per Stone	0.2
Interlocking	No	Stepping Stone	Yes
Low's Exclusive	No	Stone Thickness (Millimeters)	45
Material	Concrete	Style	Brick
Number of Pieces	1	Textured	No
Patio Stone	Yes	Traffic Type	Foot
Paver	Yes	Warranty	None



PROPOSED FLOOR PLAN

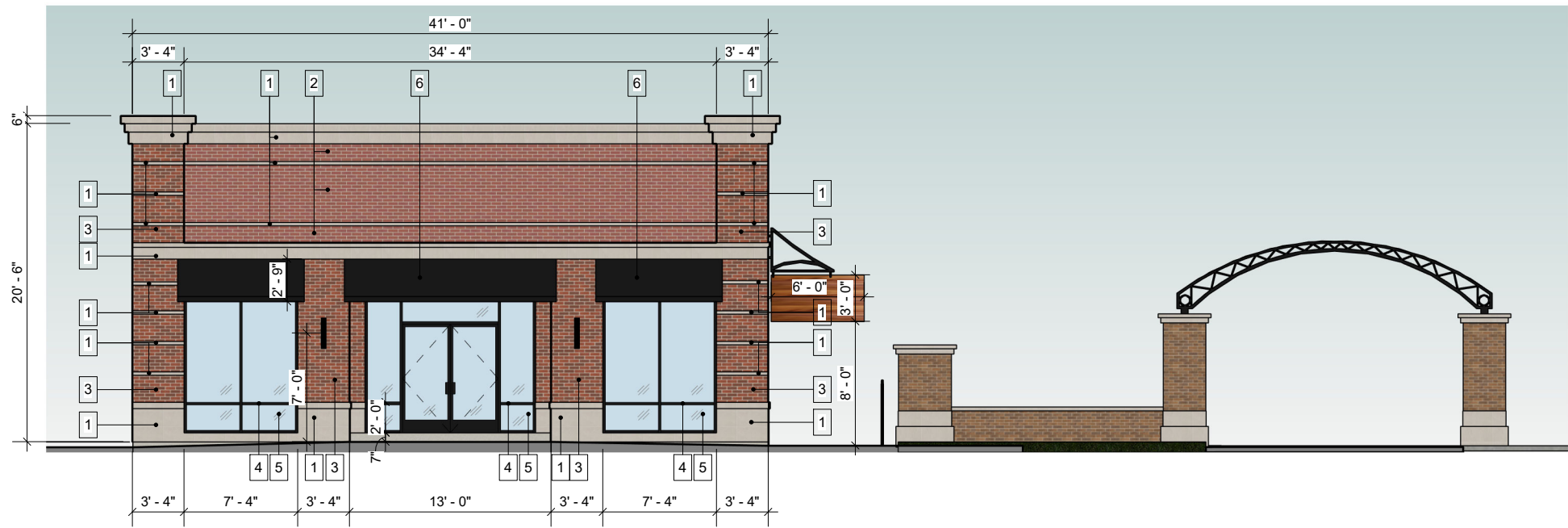
DESIGN STUDIO 24, LLC.
ARCHITECTS - DESIGNERS - PLANNERS
2970 MARIA AVENUE, SUITE 200-202, NORTHBROOK, ILLINOIS 60062
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GW PROPERTIES

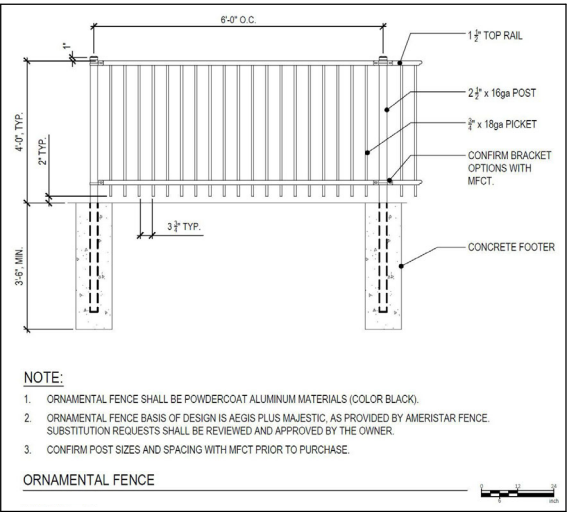
SITE STUDY
933 GREEN BAY RD
WINNETKA, IL. 60093

DATE 11.08.2024
MARK T. DIGANCI
REG. ARCHITECT
A.S.

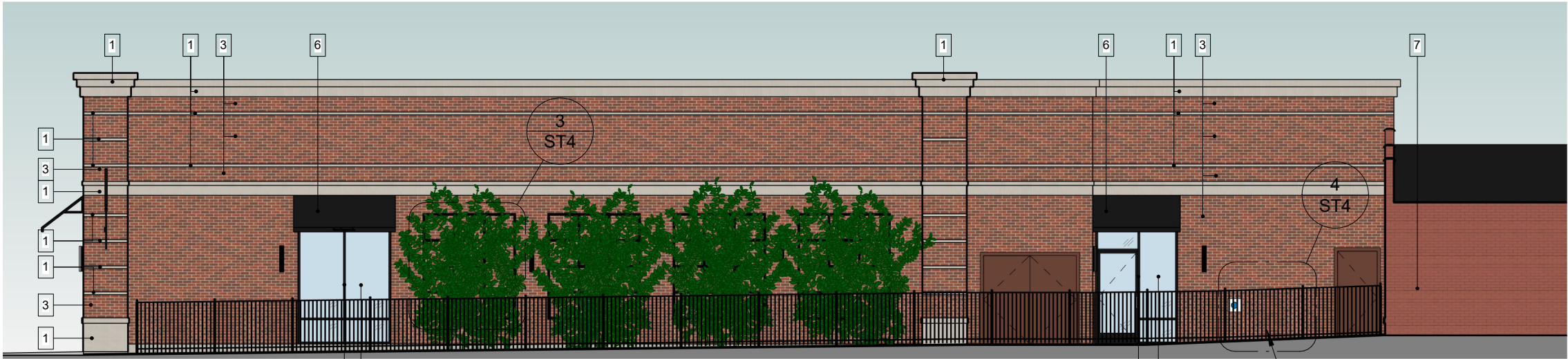
ST3



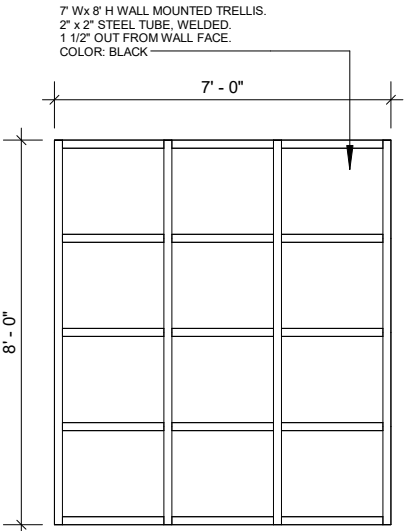
1 WEST ELEVATION
1" = 10'-0"



4 ORNAMENTAL FENCE
1/4" = 1'-0"



2 SOUTH ELEVATION
1" = 10'-0"



3 TRELLIS
1/4" = 1'-0"

MATERIAL SCHEDULE			
TAG	EXTERIOR COMPONENT/ MATERIAL	MANUFACTURER	COLOR/ FINISH
1	WALL BASE, SILLS, BANDING, TRIMS & CORNICE	BUECHEL	LIMESTONE/ INDIANA BUFF CUT STONE
2	THIN BRICK VENEER	GLEN-GERY	SUNSET SMOOTH
3	FACE BRICK	GLEN-GERY	RED DESERT
4	ALUMINUM STOREFRONT	KAWNEER OR APPROVED EQUAL	BLACK
5	WINDOW GLASS	GUARDIAN	LOW-E
6	FABRIC AWNING	SUNBRELLA	FUNDAMENTAL CHARCOAL 4400-0000
7	PAINT	SHERWIN-WILLIAMS	SW 6333 FOXY



SOUTH-WEST CORNER VIEW



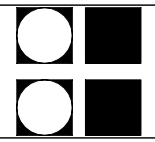
NORTH-WEST CORNER VIEW



COURTYARD VIEW



SOUTH VIEW



COLOR RENDERINGS

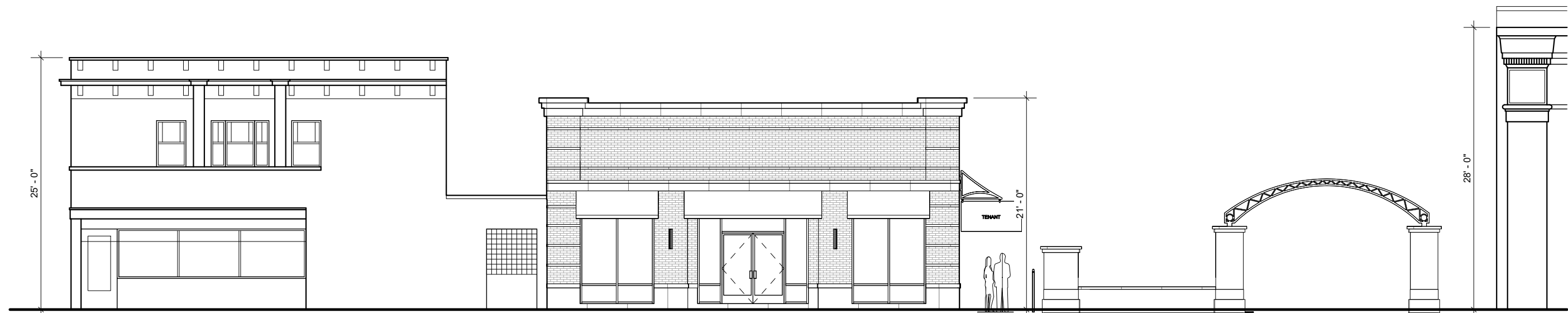
DESIGN STUDIO 24, LLC.
ARCHITECTS - DESIGNERS - PLANNERS
2970 MARIA AVENUE, SUITE 200-202, NORTHBROOK, ILLINOIS 60062 T: 847.885.7751

GW PROPERTIES

SITE STUDY
933 GREEN BAY RD
WINNETKA, IL. 60093

DATE 11.08.2024
MARK T. DIGANCI
REG. ARCHITECT
A.S.

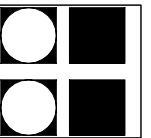
ST5



1 WEST ELEVATION - CONTEXT
3/32" = 1'-0"



BUILDING & SITE CURRENT PHOTOS



BUILDING CONTEXT ELEVATION
DESIGN STUDIO 24, LLC.
ARCHITECTS - DESIGNERS - PLANNERS
2970 MARIA AVENUE, SUITE 200-202, NORTHBROOK, ILLINOIS 60062
T: 847.885.7751

GW PROPERTIES
SITE STUDY
933 GREEN BAY RD
WINNETKA, IL. 60093

DATE 11.08.2024
MARK T. DIGANCI
REG. ARCHITECT
A.S.

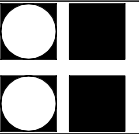
ST6



CONTEXT PHOTOS - PROJECT SIDE (EAST SIDE OF GREEN BAY)



CONTEXT PHOTOS - ACROSS THE STREET (WEST SIDE OF GREEN BAY)



CONTEXT PHOTOS

DESIGN STUDIO 24, LLC.

ARCHITECTS - DESIGNERS - PLANNERS

2970 MARIA AVENUE, SUITE 200-202, NORTHBROOK, ILLINOIS 60062

T-847.885.7751

GW PROPERTIES

SITE STUDY

933 GREEN BAY RD

WINNETKA, IL. 60093

DATE

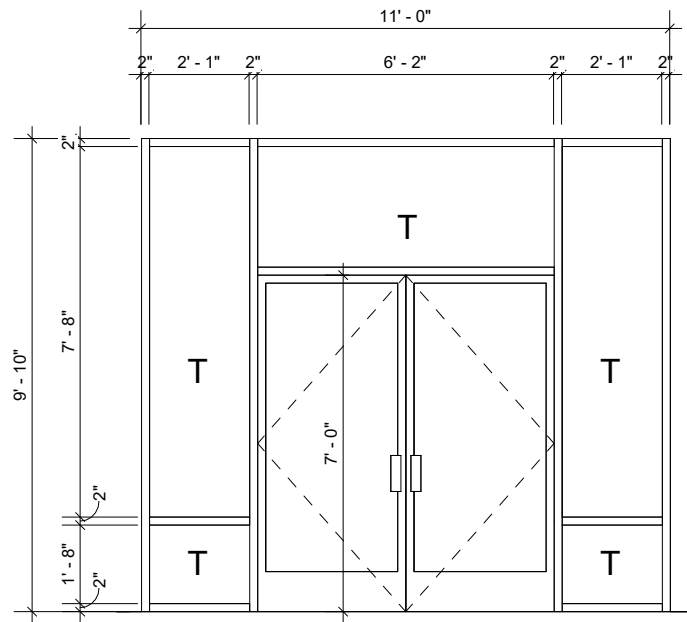
11.08.2024

MARK T. DIGANCI

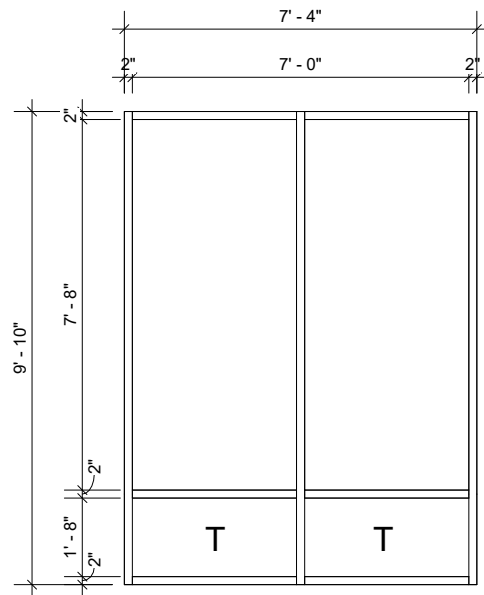
REG. ARCHITECT

A.S

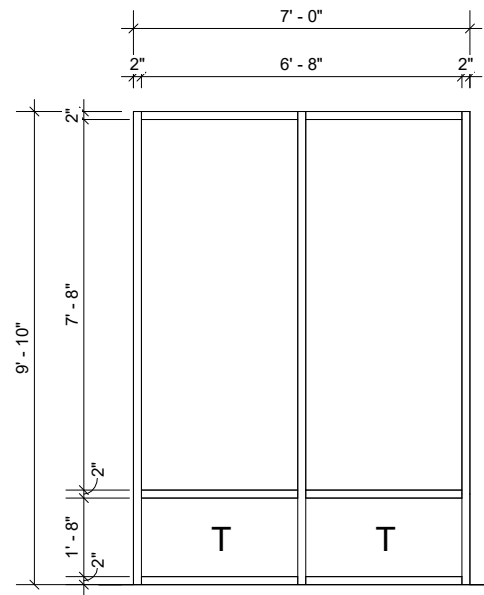
ST7



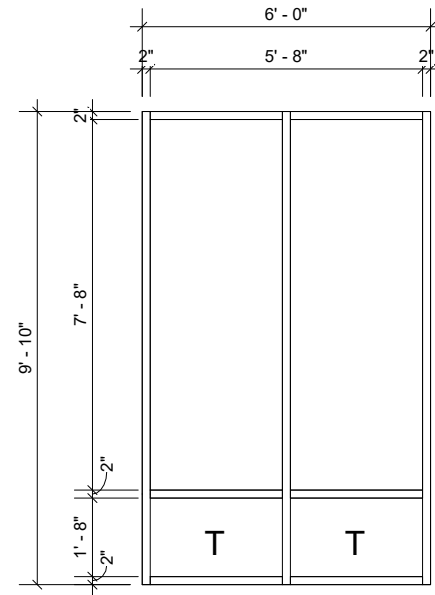
1 **STOREFRONT 1**
1/4" = 1'-0"



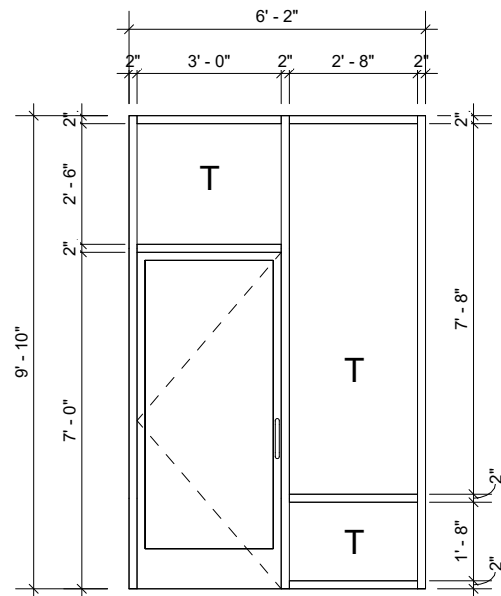
2 **STOREFRONT 2**
1/4" = 1'-0"



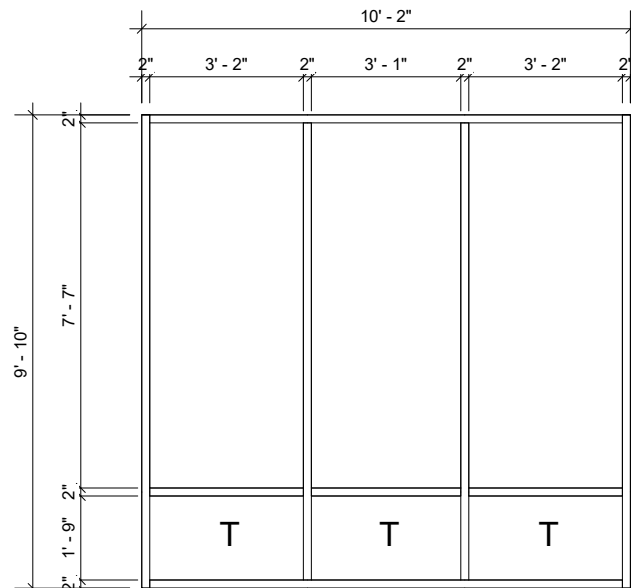
3 **STOREFRONT 3**
1/4" = 1'-0"



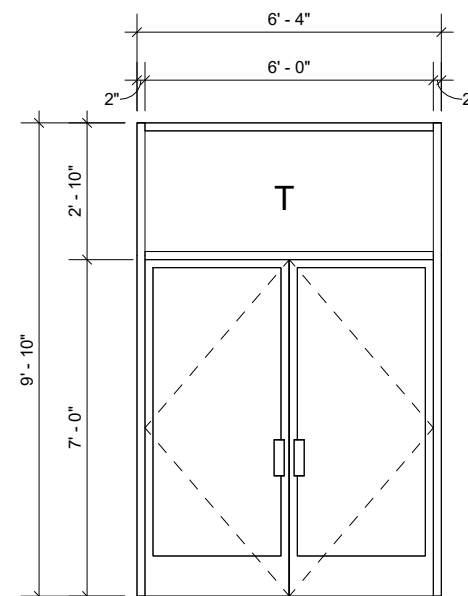
4 **STOREFRONT 4**
1/4" = 1'-0"



5 **STOREFRONT 5**
1/4" = 1'-0"



6 **STOREFRONT 6**
1/4" = 1'-0"

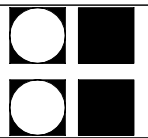


7 **STOREFRONT 7**
1/4" = 1'-0"

STOREFRONT SCHEDULE.

Type Mark	Type	Count	Frame Width	Frame Height	Frame Material and Finish	Framed Glazing
1	STOREFRONT 1	1	11' - 0"	9' - 10"	KAWNEER BLACK ANODIZED OR APPROVED EQUAL ALUMINUM - THERMALLY BROKEN, 2" x 4 1/2" MULLION PROFILE	THERMALLY BROKEN 1" INSULATED, LOW-E, TEMPERED GLASS
2	STOREFRONT 2	2	7' - 4"	9' - 10"	KAWNEER BLACK ANODIZED OR APPROVED EQUAL ALUMINUM - THERMALLY BROKEN, 2" x 4 1/2" MULLION PROFILE	THERMALLY BROKEN 1" INSULATED, LOW-E, TEMPERED GLASS
3	STOREFRONT 3	1	7' - 0"	9' - 10"	KAWNEER BLACK ANODIZED OR APPROVED EQUAL ALUMINUM - THERMALLY BROKEN, 2" x 4 1/2" MULLION PROFILE	THERMALLY BROKEN 1" INSULATED, LOW-E, TEMPERED GLASS
4	STOREFRONT 4	1	6' - 0"	9' - 10"	KAWNEER BLACK ANODIZED OR APPROVED EQUAL ALUMINUM - THERMALLY BROKEN, 2" x 4 1/2" MULLION PROFILE	THERMALLY BROKEN 1" INSULATED, LOW-E, TEMPERED GLASS
5	STOREFRONT 5	1	6' - 2"	9' - 10"	KAWNEER BLACK ANODIZED OR APPROVED EQUAL ALUMINUM - THERMALLY BROKEN, 2" x 4 1/2" MULLION PROFILE	THERMALLY BROKEN 1" INSULATED, LOW-E, TEMPERED GLASS
6	STOREFRONT 6	1	10' - 2"	9' - 10"	KAWNEER BLACK ANODIZED OR APPROVED EQUAL ALUMINUM - THERMALLY BROKEN, 2" x 4 1/2" MULLION PROFILE	THERMALLY BROKEN 1" INSULATED, LOW-E, TEMPERED GLASS
7	STOREFRONT 7	1	6' - 4"	9' - 10"	KAWNEER BLACK ANODIZED OR APPROVED EQUAL ALUMINUM - THERMALLY BROKEN, 2" x 4 1/2" MULLION PROFILE	THERMALLY BROKEN 1" INSULATED, LOW-E, TEMPERED GLASS

Grand total: 8

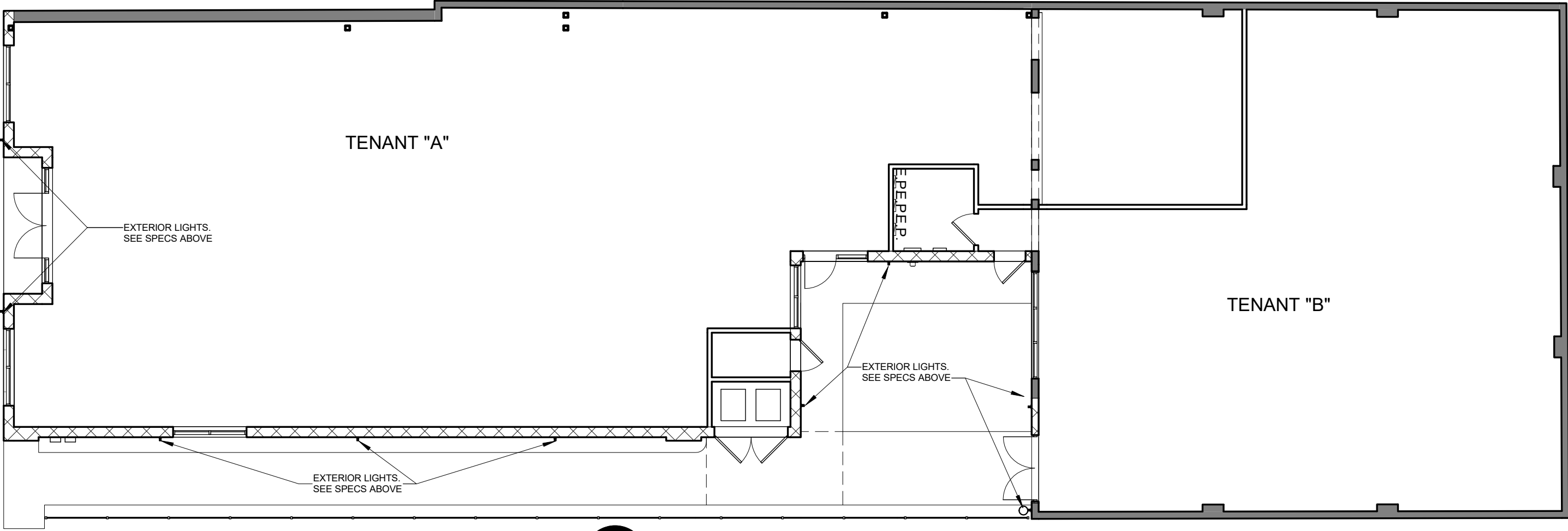


GW PROPERTIES
SITE STUDY
933 GREEN BAY RD
WINNETKA, IL. 60093

STOREFRONT ELEVATIONS

DESIGN STUDIO 24, LLC.
ARCHITECTS - DESIGNERS - PLANNERS
2970 MARIA AVENUE, SUITE 200-202, NORTHBROOK, ILLINOIS 60062
t:847.885.7751

ST8



1 PROPOSED SITE LIGHTING PLAN

1" = 10'-0"



ANTON LARGE WALL

PRODUCT FEATURES

- From the brand formerly known as Tech Lighting
- Modern crisp lines and a slim profile
- Light source points back toward a natural brass blade that reflects the light out
- Indirect illumination
- IP65 Wet Rated
- Fully dimmable integrated LED lamp

LAMPING

ORDERING INFORMATION

7000WANTN	CR	COLOR TEMP	LENGTH (in)	FINISH	VOLTAGE
	9 95° CR	27 2700K	24-24"	B BLACK	UNV UNIVERSAL 120V 277V

7000WANTN
JOB NAME
NOTES

VISUAL COMFORT & CO.



Black (Lx)

Black (LxH)

Black (Alt Lx)

Black (Alt LxH)

ANTON LARGE WALL

SPECIFICATIONS

PRIMARY MATERIAL	Aluminum
BLADE MATERIAL	Acrylic
NET WEIGHT	7 lbs
HEIGHT	23 3/8"
WIDTH	3 3/8"
LENGTH	4 1/2"
WET LISTED	
DAMP LISTED	
DRY LISTED	
GENERAL LISTING	ETL Listed
INCLUDES	

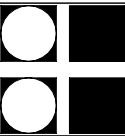
LAMPING SPECIFICATIONS

	LED LAMP	INTEGRATED LED	NON LED	NO LAMP
DELIVERED LUMENS		303		
WATTS		20.3		
MAX VOLTAGE PER BULB				
CET		Universal 120V-277V EUL TRAC		
CR		2700K		
LED LIFETIME		50,000		
AVERAGE BULB HOURS		>60,000		
FIELD SERVICEABLE LED				
LAMP BASE		Integrated LED		
LAMP SHAPE		Integrated LED		
LAMP INCLUDED?		True		
WARRANTY**		5 Years		

T20 / T24 / JAB INFORMATION

	Integrated LED	Replacement LED	No Lamp
This product can be used to comply with California Building Energy Efficiency Standards 2019 Title 24 Part 6.2AB	Yes		
This product can be used to comply with California Appliance Efficiency Standards 2019 Title 20 and may be shipped to and sold in California.			

**Light fixture or component does not include a lamp or light source, it is the responsibility of the customer to select a lamp that meets the T24 and T20 requirements.



PROPOSED LIGHTING PLAN

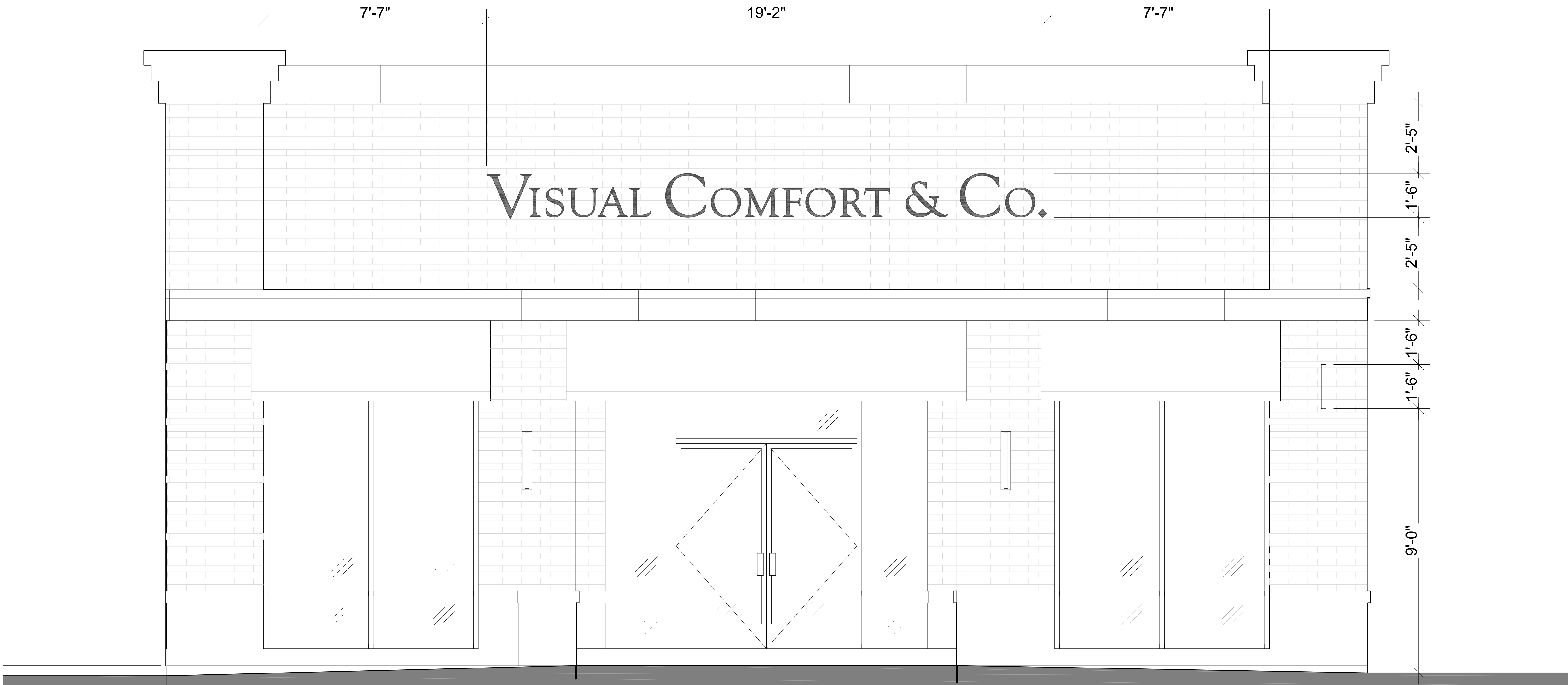
DESIGNSTUDIO 24, LLC.
ARCHITECTS - DESIGNERS - PLANNERS
2970 MARIA AVENUE, SUITE 200-202, NORTHBROOK, ILLINOIS 60062
T: 847.885.7751

GW PROPERTIES
SITE STUDY
933 GREEN BAY RD
WINNETKA, IL. 60093

DATE 11.08.2024

MARK T. DIGANCI
REG. ARCHITECT
A.S

ST9





MEMORANDUM VILLAGE OF WINNETKA

COMMUNITY DEVELOPMENT DEPARTMENT

TO: DESIGN REVIEW BOARD
FROM: ANN KLAASSEN, ASSISTANT DIRECTOR
DATE: OCTOBER 11, 2024
SUBJECT: 933 GREEN BAY ROAD – NEW COMMERCIAL BUILDING
CERTIFICATE OF APPROPRIATENESS (CASE NO. 24-24-V2)

INTRODUCTION

On October 17, 2024, the Design Review Board (DRB) is scheduled to hold a public hearing on an application submitted by Mitch Goltz (the “Applicant”), as the contract purchaser of the property located at 933 Green Bay Road (the “Subject Property”). The Applicant is proposing construction of a new **one-story commercial building** on the Subject Property and requests approval of a Certificate of Appropriateness. The Subject Property is owned by the Joanne Baker 2013 Living Trust Dated August 6, 2013, who has authorized the Applicant to submit the application for a Certificate of Appropriateness.

A mail notice has been sent to property owners within 250 feet of the Subject Property, in compliance with the Village Code. As of the date of this memo, staff has not received any written comments from the public regarding this application.

The Applicant has also submitted the following applications:

- **Variation to:**
 - Provide less than the minimum required rear yard setback; and
 - Provide less than the minimum required number of off-street parking spaces.
- **Demolition** application to demolish the front portion of the existing commercial building located on the Subject Property.

The Historic Preservation Commission is scheduled to consider the demolition application on November 4, 2024. The date of the Zoning Board of Appeal’s consideration of the variation requests is yet to be determined. Public notice of these meetings will be provided by mail to property owners within 250 feet of the Subject Property once the meeting dates are confirmed.

The Village Council has final jurisdiction on this request.

PROPERTY DESCRIPTION

The Subject Property, which consists of approximately 7,454 square feet (0.17 acres), is located on the east side of Green Bay Road, between Gage Street and Tower Road. Because the lot area is less than 10,000 square feet, redevelopment of the Subject Property does not require approval of a planned development, nor may the Applicant request planned development approval. The Subject Property contains an existing two-story mixed-use building that previously housed *VJ Killian Plumbing Company* on the first floor and a residential unit on the second floor, and a one-story commercial building behind the

two-story building that was also occupied by *VJ Killian Plumbing Company* (see Figures 1 through 3 below and on the following pages).



Figure 1 – GIS Aerial Map

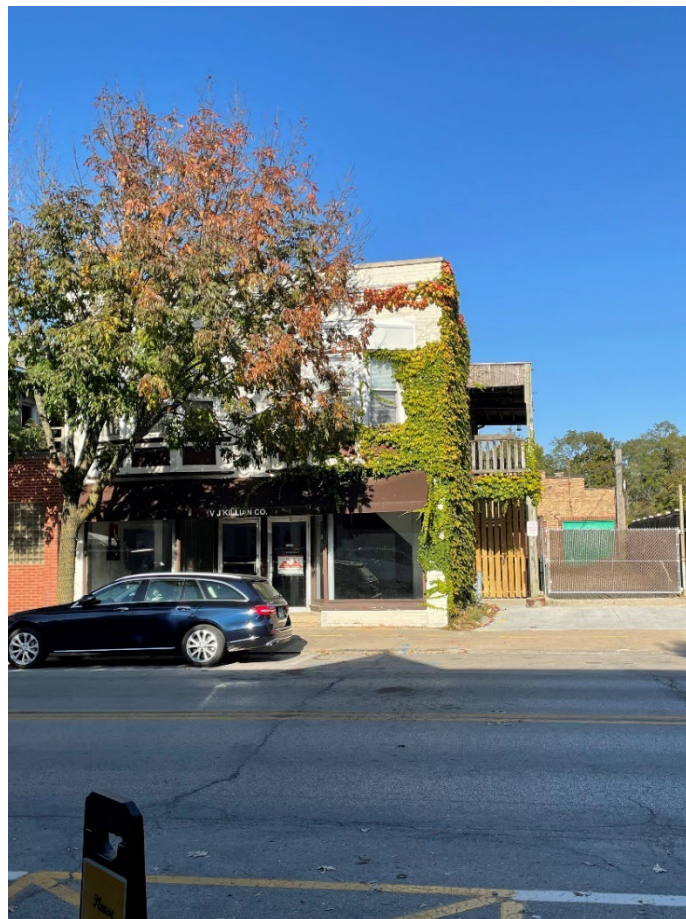


Figure 2 – Subject Property



Figure 3 – Subject Property (Looking Northeast)

The Subject Property is zoned C-2 General Retail Commercial, and it is surrounded by the same. As shown in Figure 4 below, a portion of the Subject Property is located in the C-2 Commercial Overlay District.

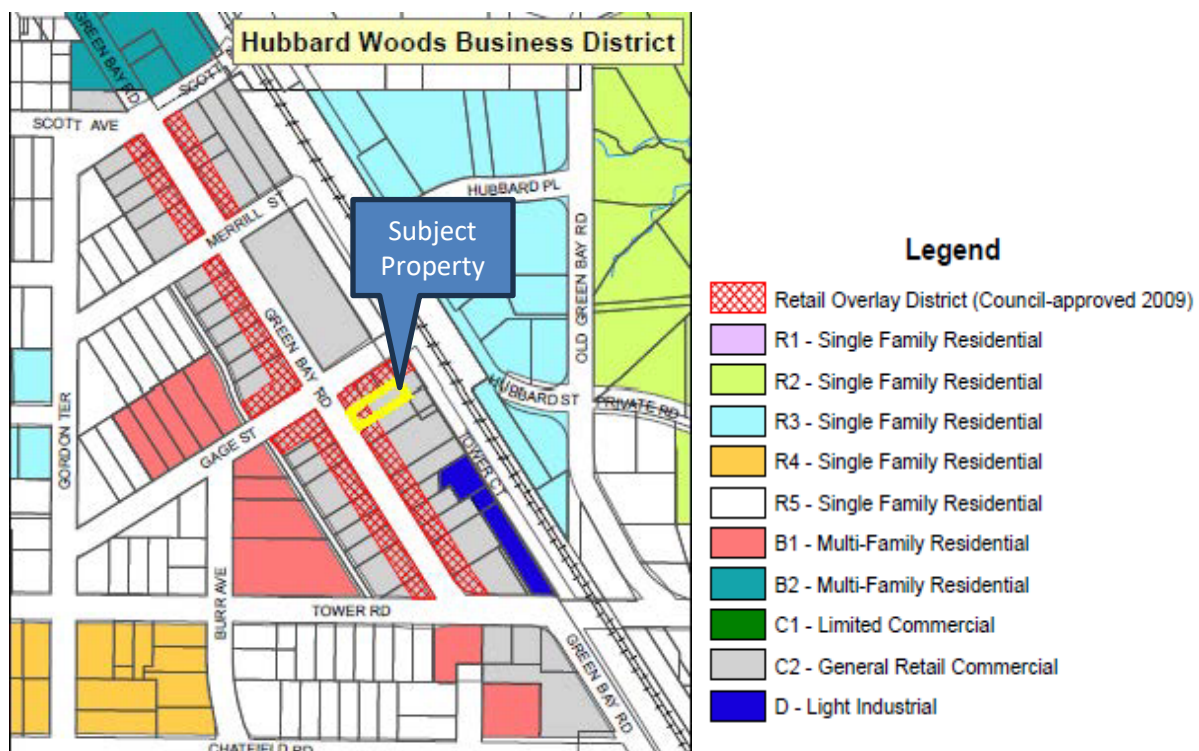


Figure 4 – Zoning Map

The Village's Comprehensive Plan designates the Subject Property as appropriate for commercial and mixed-use land uses as shown below in Figure 5.

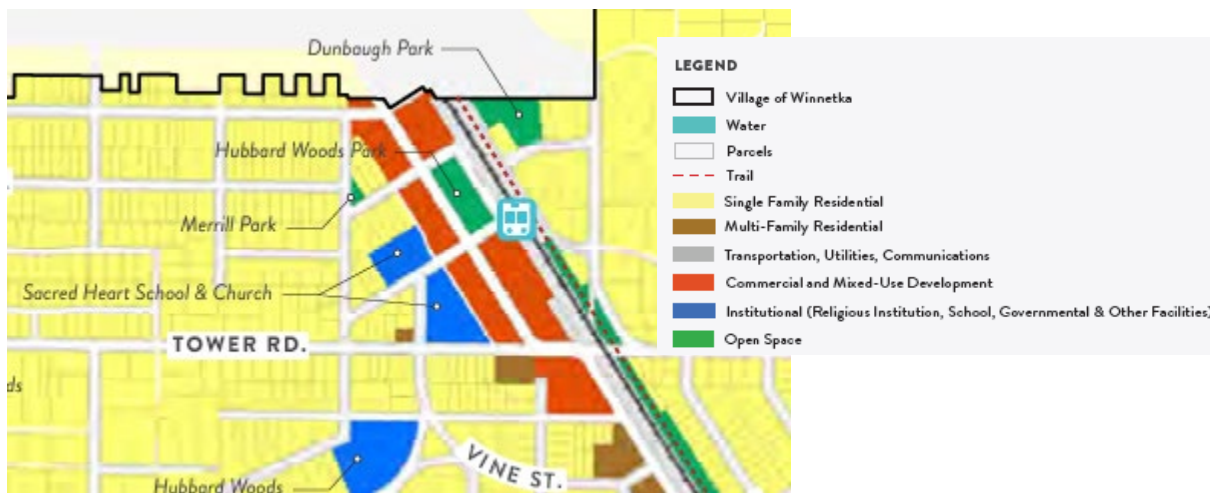


Figure 5 – Comprehensive Plan Land Use Plan – Winnetka Futures 2040 Plan

The Applicant's proposed use of the Subject Property as commercial is consistent with the Comprehensive Plan land use designation and the property's commercial zoning classification. To the north of the Subject Property, along Green Bay Road and on Gage Street, there are mixed-use buildings. To the south of the Subject Property is a private parking lot and a mixed-use building (see Figure 6). Across Green Bay Road from the Subject Property are commercial buildings. The Subject Property does not have access to Tower Court, the sole point of access is from Green Bay Road (Figure 1).



Figure 6 - - Subject Property with Neighboring Properties

PROPERTY HISTORY AND PREVIOUS ZONING APPLICATIONS

The original date of construction of the building immediately adjacent to Green Bay Road is not able to be determined from Village records. In 1923, a building permit was issued to construct a one-story brick "shop" behind an existing building. Additional permits were issued in 1926 to construct the one-story brick building towards the rear of the Subject Property. Other minor permits have been issued over the last several years. There is one previous zoning case for the Subject Property. In 1926, the Zoning Board of Appeals granted a rear yard setback variation to allow construction of the one-story brick building.

PROPOSED PLAN

The Applicant intends to demolish the two-story portion of the existing commercial building, while maintaining the existing barrel truss one-story brick building towards the rear of the Subject Property. The Applicant's plans include re-using the barrel truss building and constructing a new one-story commercial building with a similar footprint as the building that is proposed for demolition. Although

designed functionally as a one-story commercial building, the building façade is designed to appear as a two-story building. The proposed building would have two commercial tenant spaces. As described by the Applicant in the attached application materials (**Attachment A**), the commercial space in the new building immediately adjacent to Green Bay Road, measuring approximately 4,000 square feet, would be occupied by a retail tenant, Visual Comfort & Company. The rear space would be extensively renovated for a second tenant; this space would be nearly 2,200 square feet and be accessed via a paver walkway from Green Bay Road along the southside of the proposed building.

The proposed plan also calls for removal of the existing curb-cut on the Subject Property. Consequently, no off-street parking would be provided on the site. The proposed building would be setback 8 feet from the south property line. Within this side yard, the Applicant is proposing a walkway that would be approximately 5 feet in width. The remainder of this 8'-foot wide setback area would consist of landscaping along both sides of the walkway. The walkway would lead to the rear tenant space and a courtyard. **The wooden fence depicted in images on the following page is an existing fence on the neighboring property to the south and will remain.**

Excerpts of the proposed site plan, building elevation, and renderings of the proposed building are provided below and on the following pages as Figures 7 through 11. The complete set of plans is provided in the application materials (**Attachment A**). In addition to the photo of the neighboring properties in Figure 6, the Applicant has provided additional photos of the adjacent properties as well as photos of neighboring properties across Green Bay Road. These photos are also included in Attachment A.

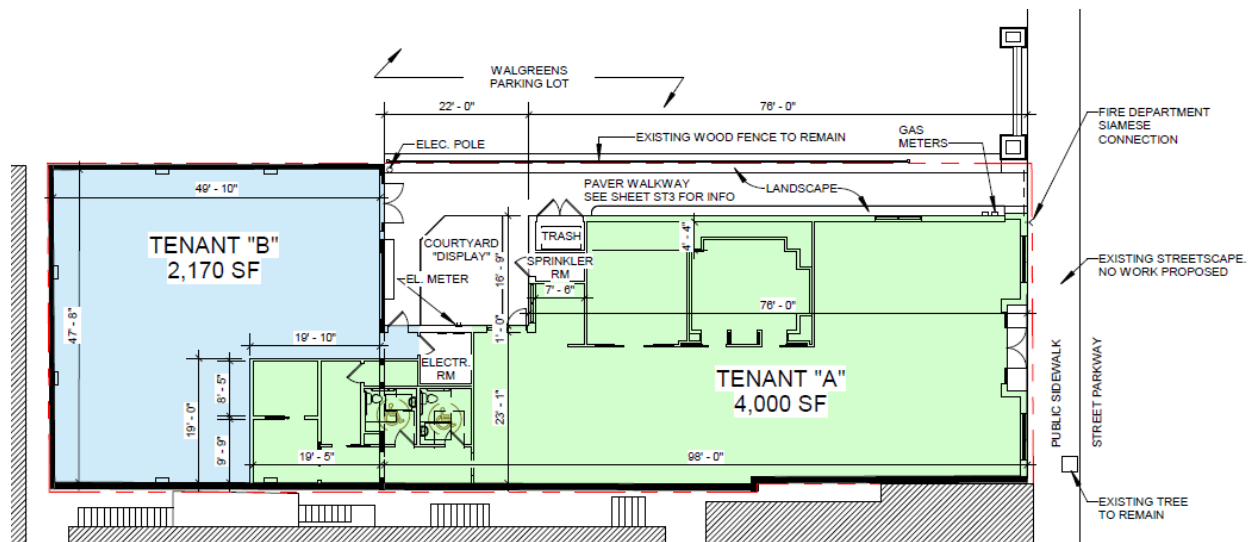


Figure 7 – Proposed Site Plan



Figure 8 – Proposed Front Elevation – Context



Figure 9 – Rendering of Southwest Corner View



Figure 10 – Rendering of Courtyard View



Figure 11 - Rendering of South View

Exterior Building Materials. The exterior of the proposed building would consist of modular brick painted gray (SW 7029). The building would have raised brick pilasters at the corners, with a traditional covered roof limestone cornice, limestone trim, and a limestone base sill. The front façade is divided by brick

pilasters, with a central entry to the front tenant space and two display windows on either side. The ground floor storefront aluminum framing would be finished black. The two proposed windows on the faux second floor would appear as double hung windows consisting of spandrel glass.

Black awnings are proposed on the ground-floor level above the entrance and the windows, as well as the window on the south side of the building. The south (side) elevation would have four wall-mounted trellises. Each trellis would measure 7 feet by 8 feet and be located above the limestone base. The trellises would consist of 2" by 2" steel tubing that would project 1.5" from the building wall and be painted black. Two different types of clematis are proposed to be planted in groups of five (5) below the trellises.

Exterior lighting. The proposed site improvements include installation of black wall sconces; two on the front elevation of the building, four along south elevation of the building, two on either side of the entrance to the rear tenant space, and two at rear entrances to the front tenant space. The light fixtures would be approximately 2 feet in length and 3.9 inches in width (Figure 12).

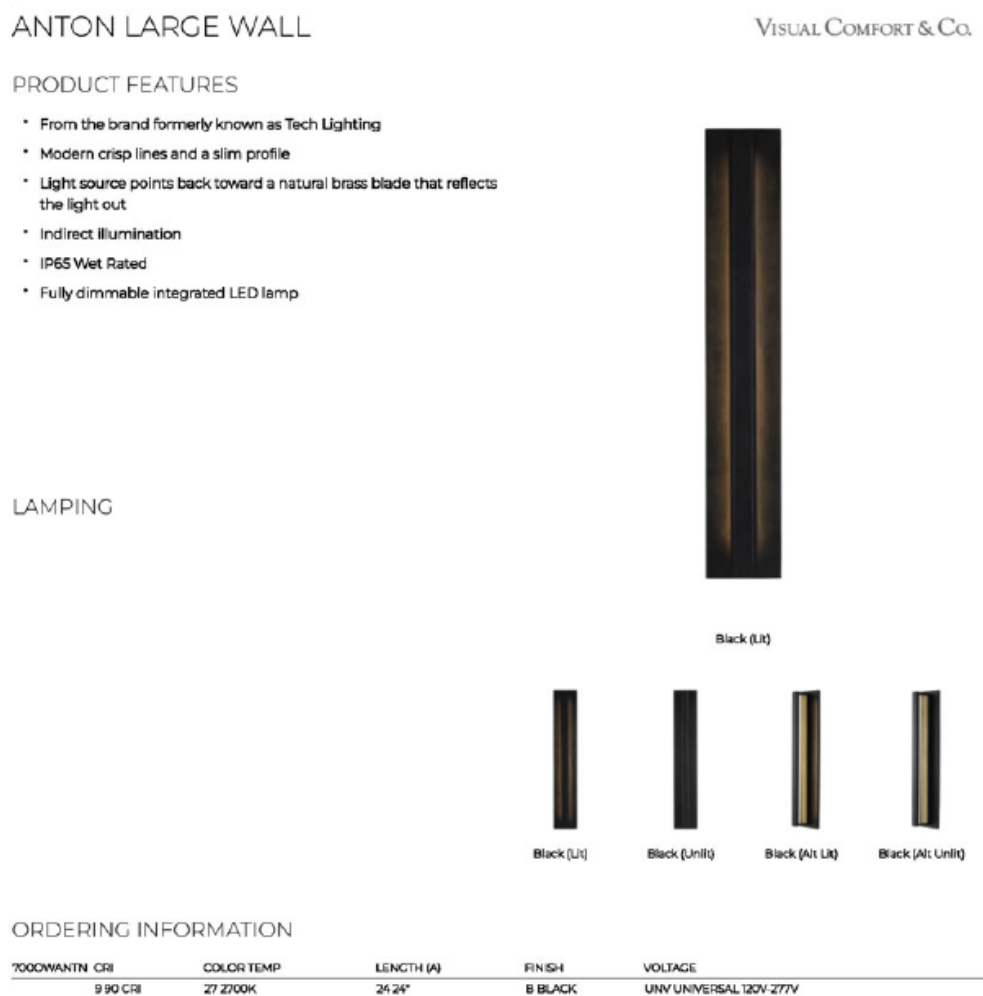


Figure 12 – Proposed Light Fixture

Landscaping and Hardscape. Included in the application materials is a proposed landscape plan and plant schedule. The Applicant intends to provide landscaping on both sides of the proposed paver walkway

consisting of a variety of perennials and groundcover. Deciduous and evergreen shrubs, as well as ornamental grasses are proposed for the courtyard. Please refer to the plant schedule and additional materials included in **Attachment A** for details.

The paver walkway would consist of a common size brick in red (see Figure 14).



Figure 13 – Proposed Landscape Plan

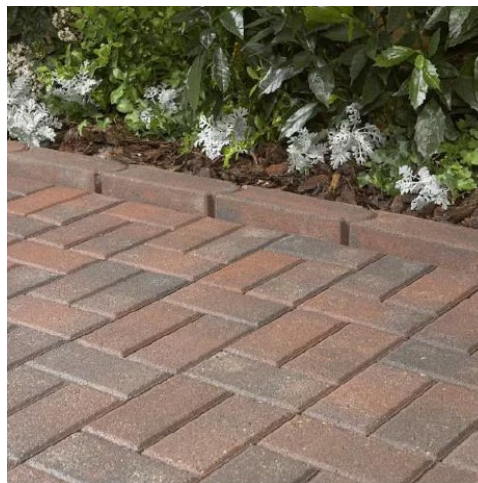


Figure 14 – Proposed Brick Paver

Signage will require approval by the DRB at a future meeting. The Applicant will need to submit a sign permit with the details of the proposed signage for consideration by the DRB.

VILLAGE STAFF REVIEW

Village staff has completed its review of the Applicant's plans submitted for the entitlement process. For the electric service, an easement may be required on the adjacent property to the south of the Subject Property to upgrade the electric service for the proposed development. At this time, it is not clear if an easement exists for the existing service on the site. The Village Water & Electric Department will also require the electric meter and external disconnect to be located on the outside of the building. With regard to stormwater, given the entire Subject Property is currently covered with an impermeable surface, stormwater detention is not required. Also, because the Subject Property does not have alley access, refuse and recycling containers will have to be wheeled out to the front of the site by the property owner or tenants on the day of service.

ZONING RELIEF

Although not part of the DRB's consideration, it should be noted that two variations are being requested to allow the proposed development on the Subject Property, the requested variations are: (i) rear yard setback; and (ii) off-street parking. The existing building is currently nonconforming with respect to the rear yard setback.

Rear Yard Setback. A rear yard setback of 10 feet is required from the east property line. The existing building that is to remain is setback 0.14 feet from the west property line, encroaching the required setback by 9.86 feet. Therefore, the proposed development requires a variation of 9.86 feet (98.6%).

Off-Street Parking. The newly constructed portion of the development is required to provide off-street parking. The Zoning Ordinance requires new commercial spaces that consist of 2,500 square feet or more of gross floor area (GFA) to provide two (2) parking spaces per 1,000 square feet of GFA. The calculation of GFA for parking does not include areas used for the storage of merchandise or materials, mechanical equipment rooms, restrooms, common area elements, and hallways. The calculable GFA of the new building would be approximately 3,200 square feet, which requires a minimum of six (6) off-street parking spaces. As explained earlier in this report, the proposed plan does not include any parking on the Subject Property. Therefore, a variation of six (6) parking spaces (100%) is required.

CERTIFICATE OF APPROPRIATENESS CONSIDERATIONS

As established by the Village Code, the DRB is to consider the following four (4) factors in determining whether to grant a Certificate of Appropriateness:

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

"(2) whether the proposed external architectural features and site improvements are appropriate to and compatible with adopted Village plans for and improvements in the immediate neighborhood, and including both urban design and site arrangement considerations;"

"(3) whether the proposed external architectural features and site improvements are consistent with applicable Village design guidelines and such standards and criteria as may be adopted by the Board; and"

"(4) the probable effect of the proposed external architectural features on the integrity of the immediate vicinity."

The Board will need to determine if the proposed one-story commercial building and its associated landscape and hardscape improvements comply with the above standards.

DESIGN GUIDELINES ANALYSIS

The Village's Design Guidelines provide direction for the style and form of new commercial buildings. The Subject Property is located in the general center of the Hubbard Woods Business District. Though it has the same zoning regulations as the East/West Elm Street Business District, this business district currently has a smaller building scale, which gives it a slightly more intimate feel despite heavier traffic conditions. The buildings exhibit architectural consistency, scale and storefront displays that encourage window shopping. In general, parking is provided on the streets, in alleys behind buildings, and in public parking facilities.

An excerpt of the Village Design Guidelines is included as **Attachment B**, highlighting standards **which apply to commercial buildings**. The standards in the Guidelines address:

- I. Contextual Design
- II. Uses
- III. Historic Buildings and Building Elements
- IV. Styles
- V. Building Mass (setbacks, height, roof forms)
- VI. Proportion/Scale (horizontal rhythm, vertical rhythms, façade articulation, fenestration, hierarchy)
- VII. Articulation (entries, window and door fenestration, building lighting, building signage, accessibility, mechanical equipment)
- VIII. Materials
- IX. Services, Secondary Facades & Parking Structures

RECOMMENDATION

At the October 17, 2024, Design Review Board meeting, the Board is scheduled to consider the design of the Applicant's proposed building, hardscape, and landscaping. After hearing from the Applicant and the public, the Board may decide to take action on one of two options:

- 1) Continue further review of the application to a specific date in order to provide the Applicant and/or staff additional time to address questions and comments from the Board; or
- 2) Adopt a motion to recommend approval or a motion to recommend denial of a certificate of appropriateness for the design of the proposed one-story commercial building and associated site improvements.

If the Board wishes to adopt a motion to recommend approval or denial, a Board member will want to make a motion such as the following:

*Move to recommend **approval [denial]** of a certificate of appropriateness for the **design of the proposed one-story commercial building and site improvements on the Subject Property**, subject to the following conditions:*

A. [If the Board chooses to place conditions as part of its recommendation of approval, it will want to include the conditions here.]

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

- (1) the proposed external architectural features and site improvements are appropriate to*

and compatible with the character of the immediate neighborhood;

- (2) the proposed external architectural features and site improvements are appropriate to and compatible with adopted Village plans for and improvements in the immediate neighborhood, and including both urban design and site arrangement considerations;*
- (3) the proposed external architectural features and site improvements are consistent with applicable Village design guidelines and such standards and criteria as may be adopted by the Board; and*
- (4) the probable effect of the proposed external architectural features on the integrity of the immediate vicinity.*

ATTACHMENTS

Attachment A: Application Materials

Attachment B: Design Guidelines Excerpts

ATTACHMENT A

Village of Winnetka
CERTIFICATE OF APPROPRIATENESS APPLICATION

VILLAGE OF WINNETKA, ILLINOIS DEPARTMENT OF COMMUNITY DEVELOPMENT

CERTIFICATE OF APPROPRIATENESS APPLICATION

Project Address: 933 Green Bay Road

Name of Business(es): TBD

Application is hereby made for the following work (please check all that apply):

☐
☐
☒

Sign

Awning

Other (general description) new building and exterior building changes

Sign Permit Application attached? ☐

Awning Permit Application attached? ☐

Please provide a detailed description of the proposed work (attach additional information such as material specifications, photographs, etc.): Demolition of the existing front structure. New construction for the demolished front part and renovation for the remaining section in the rear of the property.

I/We hereby certify that as Mitch Goltz (Lessee/Owner) of the property located at 933 Green Bay Road (address), I am/we are authorized to submit plans for alterations of the subject property. I/We agree to perform the subject work in accordance with the conditions of approval by the Winnetka Design Review Board as well as all other applicable codes, rules, and regulations of the Village of Winnetka.

FOR LESSEE/OWNER USE ONLY

SIGNED

PRINTED NAME(S)

ADDRESS

PHONE NO.

EMAIL

Mitch Goltz

2211 N. Elston Ave, Suite 201, Chicago, IL 60614

(773) 382-0590

mitch@gwproperties.com

FOR OFFICE USE ONLY

COA applied for (date): _____

COA Case Number: _____

COA Issued (date): _____

COA Fee

☐ \$135

☐ \$575

PRIMARY DESIGN FIRM
CONTACT NAME

ADDRESS

PHONE NO.

EMAIL

Design Studio 24 LLC

Gary Ebben

2970 Maria Ave, Suite 200,
Northbrook, IL 60062

gary@designstudio24.com

RECEIVED
SEP 10 2024
BY: _____

COA 2024-1003

September 9, 2024

Village of Winnetka
David Schoon
Community Development Director
Village of Winnetka
dschoon@winnetka.org



Subject: Approval for Zoning Application Submission

To whom this may concern,

This letter serves to confirm that on behalf of ownership of 933 Green Bay Road in Winnetka, we authorize GTZ Properties and Mitch Goltz, as the Contract Purchaser of this property to submit for any zoning or building applications for the property located at 933 Green Bay Road as part of its proposed redevelopment of the Property.

Should you require any additional information or have any questions, please let me know.

Sincerely,

A black rectangular redaction box covering the signature area.

Co-owner

Joanne Baker

933 Green Bay Rd., LLC
c/o Mitchell Goltz
2211 N. Elson Avenue, Suite 201
Chicago, Illinois 60614

September 16, 2024

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

RE: 933 Green Bay Road – Redevelopment Project Narrative

Dear David,

On behalf of 933 Green Bay Rd., LLC, we are writing to provide an overview of our proposed redevelopment project at 933 Green Bay Road, the site occupied for many years and until recently by the VJ Killian plumbing company.

Our plan entails the partial demolition of the existing vacant building on the front portion of the site and the adaptive reuse of the rear portion of the building. We then plan to construct a new building in a similar footprint on the portion of the property upon which the demolished building existed to make space for our secured retail tenant Visual Comfort lighting showroom. This will allow for a major enhancement to the site, one which respects the architectural integrity of the site and contributes to the vibrancy of the Hubbard Woods Business District, specifically, and the community as a whole, generally, with two new tenants. The rear portion of the building will be extensively renovated for a second tenant who will access the space from a well-designed walkway from Green Bay Road, as shown on our development concept plans.

We are committed to preserving and adaptively reusing the barrel truss building located at the rear of the property to complement the new construction. This carefully planned renovation will allow us to lease the space to a second tenant, as outlined in our submitted plans. The total square footage of the project will remain in line with the current footprint. There are some existing conditions that provide challenges in design which were considered in our redesign of the site.

As part of our improving the property in all facets, we will eliminate the existing curb cut on Green Bay Road and upgrade all site infrastructure, ensuring compliance with modern standards and enhancing the functionality and safety of the site. We believe these changes will greatly benefit the area by contributing to the streetscape and promoting the continued economic growth and commercial appeal of the Hubbard Woods Business District.

We greatly appreciate your time and consideration of this proposal and look forward to collaborating with the Village throughout the redevelopment process. Please feel free to reach out with any questions or for further details.

Respectfully submitted,


Mitchell Goltz
Principal

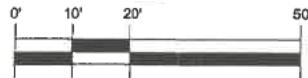
DESIGN STATEMENT - 933 GREEN BAY RD. WINNETKA, IL.

A new 3600 Sq. Ft. Wood Frame and Brick Masonry building is proposed to replace the existing 100 + year old building located at 933 Green Bay Rd. This new building will be connected to the existing to remain 2400 Sq. Ft. Masonry building located in the rear of the property. Both the new and existing to remain building will be 100% ADA accessible on all sides, and at all exterior doors.

This new building has been designed to be contextually compatible with all the existing buildings on the 900 block of Green Bay Rd. The building will front the street aligned at the sidewalk with all other buildings on the block. And although it's designed functionally as a single story building for a specific upscale tenant and purpose, the building façade is designed with a height and fenestration to appear as a two story building in keeping with the scale and visual character of the existing streetscape.

The building design is 19th Century traditional in character, with raised Brick Pilasters at the corners, and a traditional Coved Roof Cornice extending from the West Front façade Elevation all along the South Side Elevation of the new building. The Brick size is modular, which is a traditional size for 19th Century Brick buildings to maintain the scale and visual character of the streetscape. The Ground Floor Storefront Framing will be finished black to be visually unobtrusive, No 'aluminum' color finishes will be used on this building. The Storefronts & Front Entry have been divided by Brick Pilasters into three display windows appropriately scaled to emulate a 19th Century traditional retail building. The second floor windows have been sized and detailed as traditional 'Double Hung' windows...not unlike the windows on the existing building to be demolished, and other second story windows on other buildings in the block. The front Façade has additional raised Limestone banding details above the Storefront & Entry to visually articulate the façade and reinforce human scale at the street level. Traditional fabric Awnings further articulate the facade & human scale at the street level. Building signage height & length to comply with Village standards. A Paver walkway & landscaping extend from the street to the existing rear building which includes a landscaped courtyard.

The Village streetscape fronting the new building including existing trees to be maintained.



UNITED SURVEY SERVICE, LLC
CONSTRUCTION AND LAND SURVEYORS
7710 CENTRAL AVENUE, RIVER FOREST, ILLINOIS 60305
TEL.: (847) 299 - 1010 FAX: (847) 299 - 5887
E-MAIL: USURVEY@USANDCS.COM

ALTA / NSPS LAND TITLE SURVEY

OF



LOT 2 (EXCEPT THE NORTHERLY 14 1/4 INCHES OF THE WESTERLY 42 FEET AND 10 INCHES) IN BLOCK 5 IN JARED GAGE'S SUBDIVISION OF PART OF EAST 1/2 OF THE NORTHWEST 1/4 OF FRACTIONAL SECTION 17, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN ALSO PART OF THE WEST 1/2 OF THE NORTH WEST 1/4 OF SECTION 17, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN AND ALSO PART OF THE EAST OF THE SOUTH WEST 1/4 OF SECTION 8, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

KNOWN AS: 933 GREEN BAY ROAD, WINNETKA, ILLINOIS
PERMANENT INDEX NUMBER: 05 - 17 - 123 - 004 - 0000
AREA=7,454 SQ.FT OR 0.171 ACRES

NOTE:
THE LEGAL DESCRIPTION DESCRIBES THE SAME PROPERTY AS INSURED IN THE TITLE COMMITMENT OR ANY EXCEPTIONS HAVE BEEN NOTED HEREIN.

CHICAGO TITLE INSURANCE COMPANY
ISSUED BY: ZABEL LAW, LLC
COMMITMENT NO.: 24GSC452131LP
EFFECTIVE DATE: JANUARY 24, 2024
ITEMS CORRESPONDING TO SCHEDULE B PART II:
ITEMS 1 - J 18.
NOT SURVEY RELATED.

- NOTES:
- THE SUBJECT PROPERTY HAS ACCESS TO AND FROM A DULY DEDICATED AND ACCEPTED PUBLIC STREETS KNOWN AS GREEN BAY ROAD
 - THE SURVEY AND THE INFORMATION, COURSES AND DISTANCES SHOWN THEREON ARE CORRECT:
 - THE TITLE LINES AND LINES OF ACTUAL POSSESSION ARE THE SAME;
 - THE SUBJECT PROPERTY DOES NOT SERVE ANY ADJOINING PROPERTY FOR DRAINAGE, UTILITIES, OR INGRESS OR EGRESS;
 - ELECTRIC, GAS, TELEPHONE AND WATER UTILITY AND STORM AND SANITARY SEWER SYSTEMS ACCESS THE PROPERTY IN LEGALLY DEDICATED RIGHTS OF WAY THAT BENEFIT THE PROPERTY.
 - THERE ARE NO VISIBLE EVIDENCE OF CEMETERIES, GRAVE SITES OR BURIAL GROUNDS LOCATED ON THE PROPERTY.
 - ITEM # 8 FROM TABLE A
ALL SUBSTANTIAL FEATURES OBSERVED ON THE PROPERTY HAVE BEEN PLOTTED.
 - ITEM # 9 FROM TABLE A
THERE ARE NO STRIPED PARKING SPACES ON THE PROPERTY.
 - ITEM # 10 FROM TABLE A
THERE IS NO PARTY WALL
 - ITEM # 11 FROM TABLE A
ALL VISIBLE UTILITIES ARE PLOTTED.
 - ITEM # 16 FROM TABLE A
AT THE TIME OF THIS SURVEY, NO VISIBLE RECENT EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS WITHIN RECENT MONTHS WERE NOTED.
 - ITEM # 17 FROM TABLE A
AT THE TIME OF THIS SURVEY, THERE IS NO EVIDENCE OF CHANGES IN RIGHT OF WAY EITHER COMPLETED OR PROPOSED AND RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS.
 - ITEM # 18 OF TABLE A
THERE ARE NO WETLANDS LOCATED ON THE PROPERTY.
 - ITEM # 19 FROM TABLE A
RELATING TO PROFESSIONAL LIABILITY INSURANCE POLICY OBTAINED BY THE SURVEYOR IN THE MINIMUM AMOUNT OF \$ 1,000,000 TO BE IN EFFECT THROUGHOUT THE CONTRACT TERM, CERTIFICATE OF INSURANCE TO BE FURNISHED UPON REQUEST.

RECEIVED
SEP 19 2024
BY: _____

LEGEND	ABBREVIATIONS
• B-BOX	B BOX
• MH	MAN HOLE
• S	SIGN
• EL-MH	ELECTRIC MANHOLE
• WUP	WOOD UTILITY POLE
• CB	CATCH BASIN
• TR	TREE
• WV	WATER VALVE VAULT
• SAN-MH	SANITARY MANHOLE

ORDERED BY:	
GW PROPERTIES	
SCALE: 1" = 15'	
DATE: JUNE 17, 2024	8-30-24 REVISED
FILE No.:	8-28-24 RECERTIFIED
2024 - 31617	DATE REVISION

FLOOD STATEMENT:
THE PROPERTY DESCRIBED IN THIS SURVEY DOES NOT LIE WITHIN FLOOD HAZARD AREAS IN ACCORDANCE WITH ANY MAPS ENTITLED "FLOOD INSURANCE RATE MAP" OR "FLOOD HAZARD FLOODWAY BOUNDARY MAP," "FLOOD HAZARD BOUNDARY MAP" OR "FLOOD BOUNDARY AND FLOODWAY MAP" PUBLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY OR A FLOOD HAZARD BOUNDARY MAP PUBLISHED BY THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT, AS SHOWN ON FLOOD INSURANCE MAP:
COMMUNITY NUMBER PANEL: 170176
MAP NUMBER: 17031C0051K

VILLAGE OF WINNETKA
510 GREEN BAY ROAD, WINNETKA, ILLINOIS 60093
PHONE: (847)-501-6000
ZONING REQUIREMENTS:
C-2 = GENERAL RETAIL COMMERCIAL

STATE OF ILLINOIS)
COUNTY OF COOK)
I, ROY G. LAWNICZAK, A REGISTERED LAND SURVEYOR, LICENSE NO. 35-2290, IN AND FOR THE STATE OF ILLINOIS AND LEGALLY DOING BUSINESS IN COOK COUNTY, DO HEREBY CERTIFY TO:

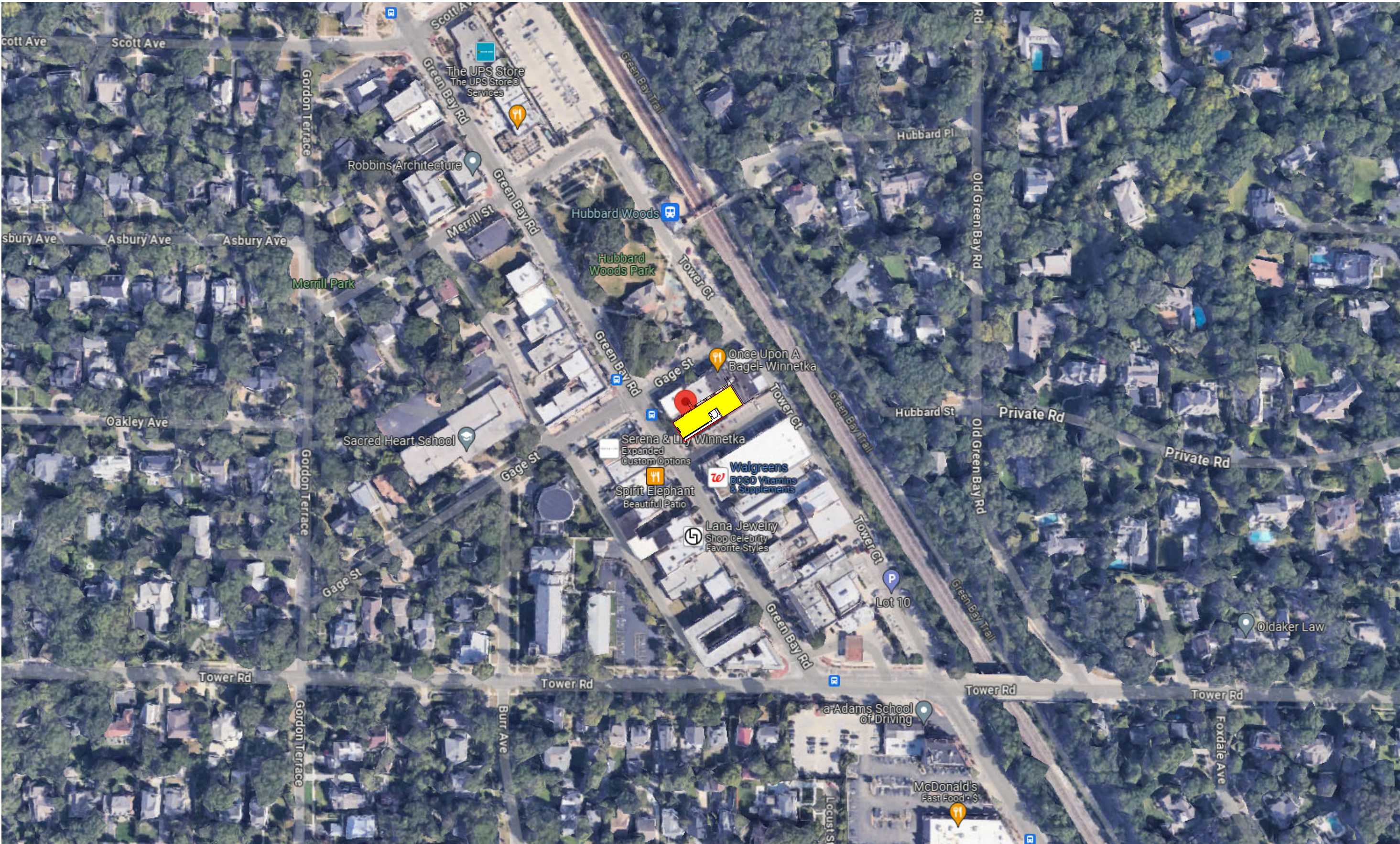
- 933 GREEN BAY WINNETKA, LLC
- CHICAGO TITLE INSURANCE COMPANY
AND TO THEIR SUCCESSORS AND ASSIGNS, THAT:

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA / NSPS LAND TITLE SURVEYS JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 6(b), 7(a), 7(b)(1), 7(c), 8, 9, 10, 11, 14, 16, 17, 18 AND 19 OF TABLE A THEREOF.

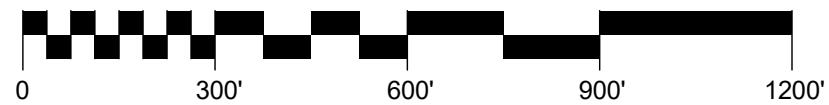
THE FIELD WORK WAS COMPLETED ON JUNE 17, 2024.
DATE OF PLAT: AUGUST 30, 2024.

BY: *Roy G. Lawniczak*
ROY G. LAWNICZAK, REGISTERED ILLINOIS LAND SURVEYOR NO. 35-2290
LICENSE EXPIRES: NOVEMBER 30, 2024
PROFESSIONAL DESIGN FIRM LICENSE NO.: 184-004576
LICENSE EXPIRES: APRIL 30, 2025





1 SITE AERIAL
1" = 200'-0"



SITE AERIAL

DESIGN STUDIO 24, LLC.

ARCHITECTS - DESIGNERS - PLANNERS

2970 MARIA AVENUE, SUITE 200-202, NORTHBROOK, ILLINOIS 60062

1-847-885-7751

GW PROPERTIES

SITE STUDY

933 GREEN BAY RD
WINNETKA, IL. 60093

DATE

07.08.2024

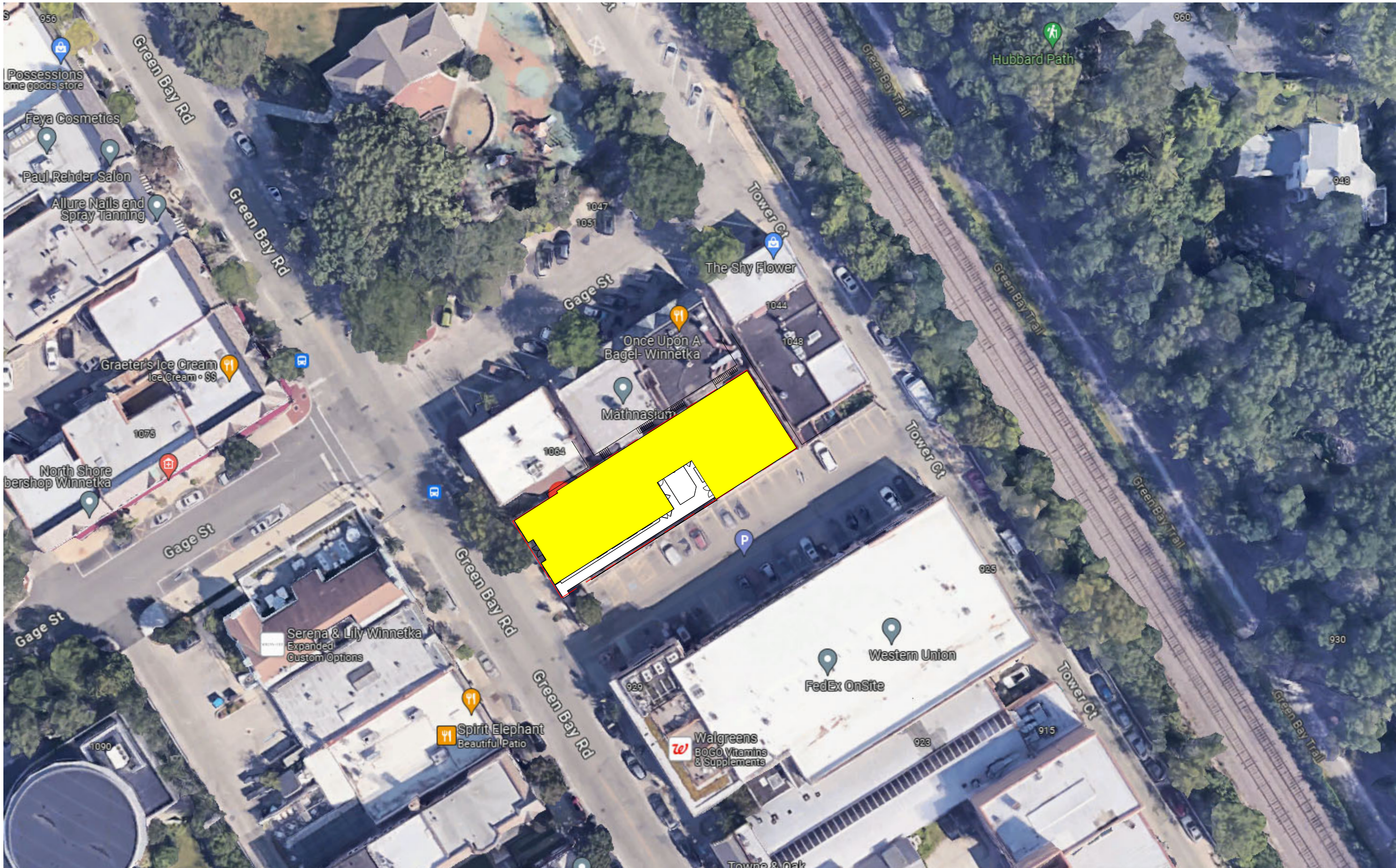
MARK T. DIGANCI

REG. ARCHITECT

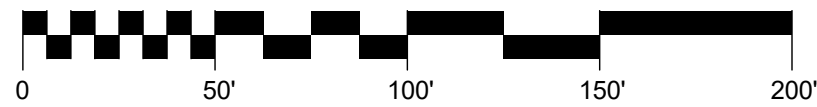
A.S.

ST0

Page 197 of 302



1 SITE AERIAL - CLOSE UP
1" = 50'-0"



SITE AERIAL - CLOSE UP

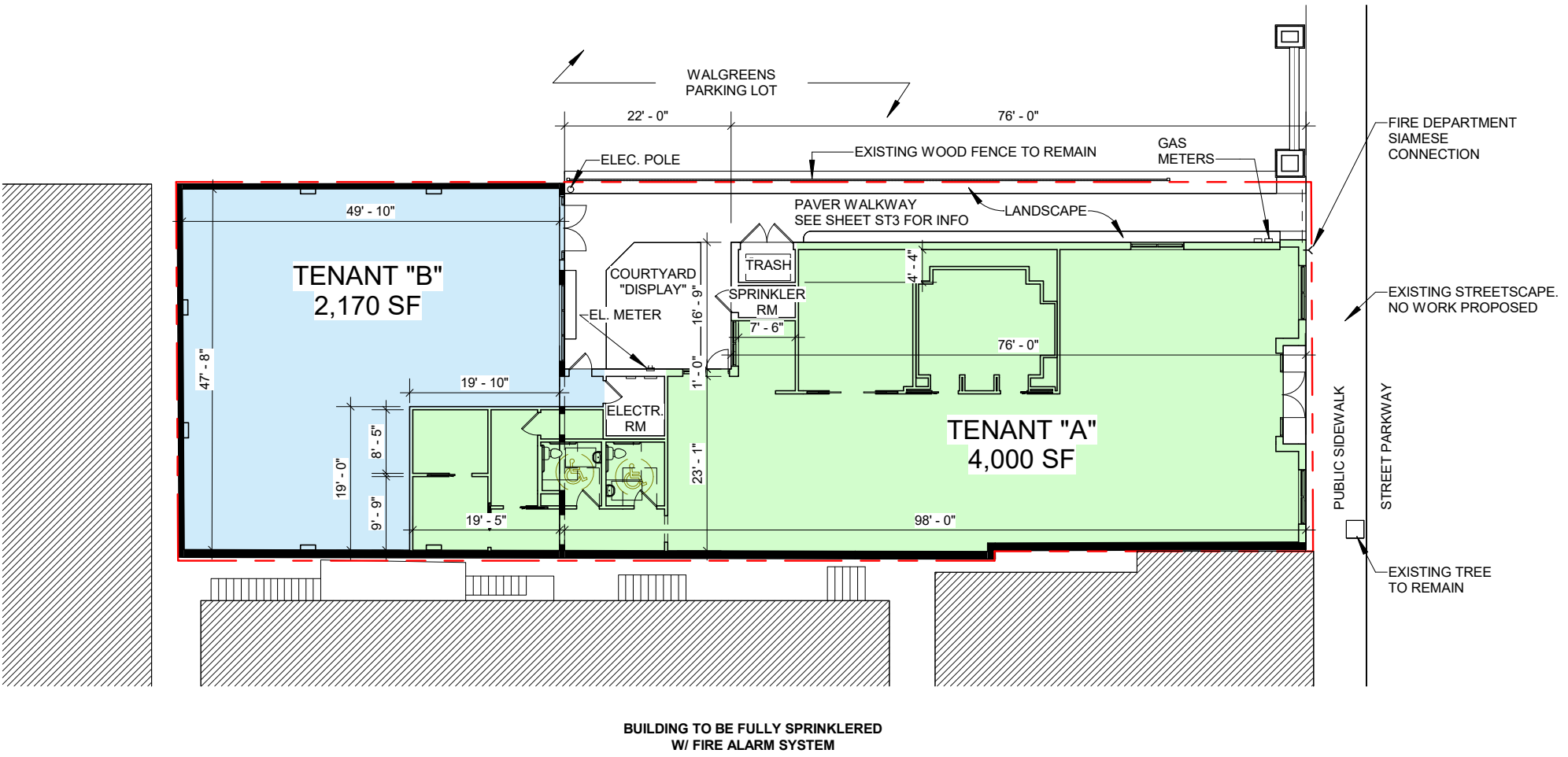
DESIGN STUDIO 24, LLC.
ARCHITECTS - DESIGNERS - PLANNERS
2970 MARIA AVENUE, SUITE 200-202, NORTHBROOK, ILLINOIS 60062
T: 847.885.7751

GW PROPERTIES
SITE STUDY
933 GREEN BAY RD
WINNETKA, IL. 60093

DATE 07.08.2024

MARK T. DIGANCI
REG. ARCHITECT
A.S.

ST1



1

SITE PLAN

1" = 20'-0"

N

020'40'60'80'

SITE PLAN

DESIGN STUDIO 24, LLC.

ARCHITECTS - DESIGNERS - PLANNERS

2970 MARIA AVENUE, SUITE 200-202, NORTHBROOK, ILLINOIS 60062

T: 847.885.7751

GW PROPERTIES

SITE STUDY

933 GREEN BAY RD

WINNETKA, IL. 60093

DATE

07.08.2024

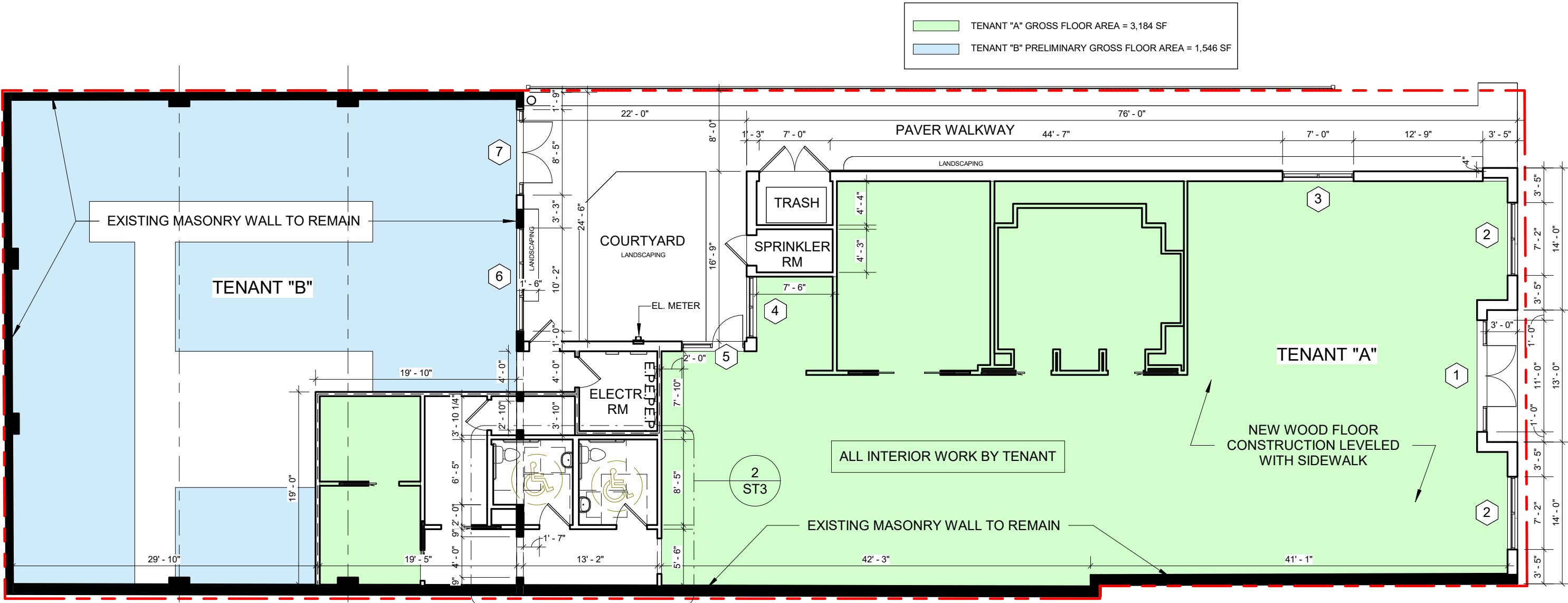
MARK T. DIGANCI

REG. ARCHITECT

A.S.

ST2

Page 199 of 302



TENANT "A" GROSS FLOOR AREA = 3,184 SF
TENANT "B" PRELIMINARY GROSS FLOOR AREA = 1,546 SF

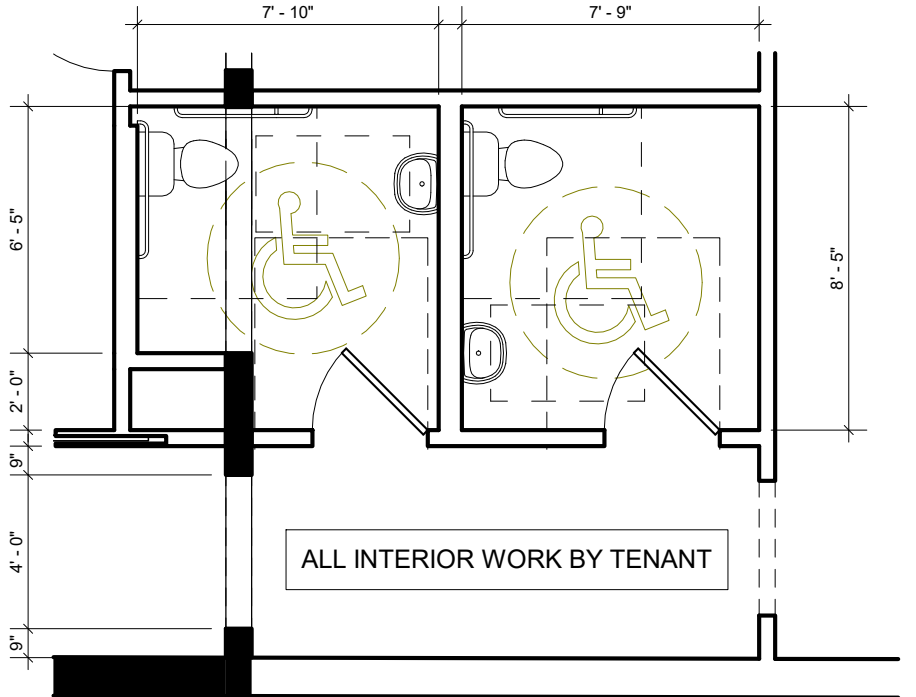
PROPOSED FLOOR PLAN

DESIGN STUDIO 24, LLC.
ARCHITECTS - DESIGNERS - PLANNERS
2970 MARIA AVENUE, SUITE 200-202, NORTHBROOK, ILLINOIS 60062
T: 847.885.7751

1 T/SLAB - PROPOSED
1" = 10'-0"

PAVER WALKWAY SPECIFICATIONS

Specifications			
General			
Color/Finish Family	Red	Series Name	Holland
Manufacturer Color/Finish	Red/Charcoal	Type	Paver
Dimensions			
Actual Height (Inches)	1.7	Common Length (Inches)	8
Actual Length (Inches)	17.5	Common Size (L x W)	8-in x 4-in
Actual Width (Inches)	3.75	Common Width (Inches)	4
Common Height (Inches)	2	Weight (lbs.)	5
Features			
Commercial/Residential	Residential	Shape	Rectangle
Fire Resistant	No	Sold As	Single block
For Use on Driveway	Yes	Square Feet per Stone	0.2
Interlocking	No	Stepping Stone	Yes
Low's Exclusive	No	Stone Thickness (Millimeters)	45
Material	Concrete	Style	Brick
Number of Pieces	1	Textured	No
Patio Stone	Yes	Traffic Type	Foot
Paver	Yes	Warranty	None



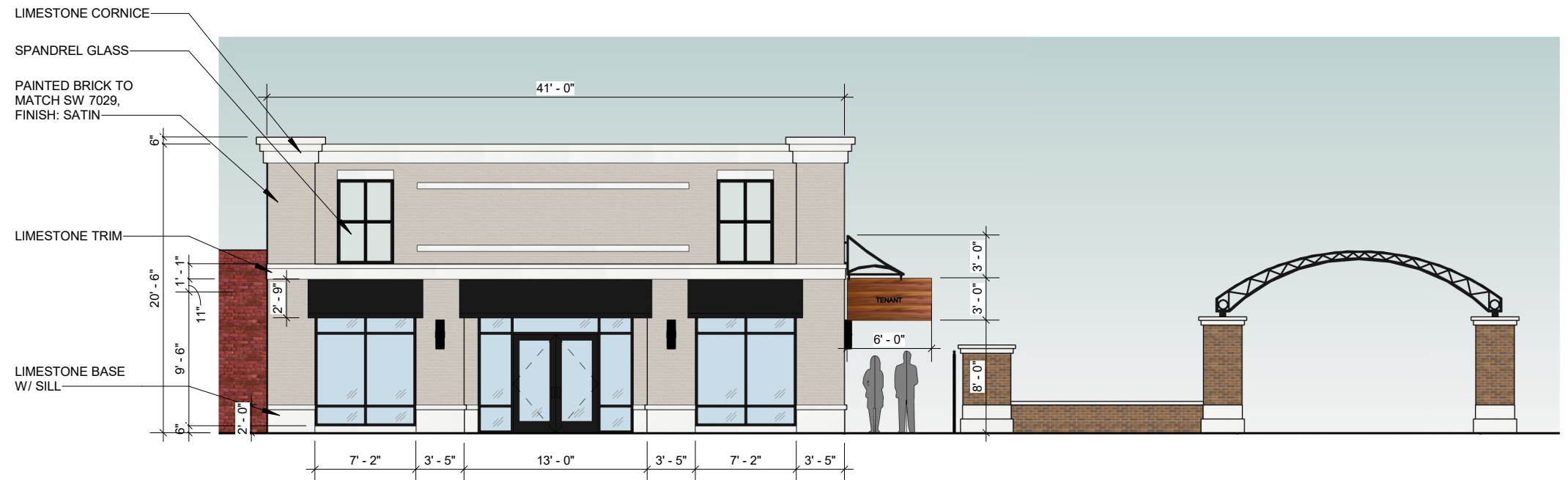
2 RESTROOMS ENLARGED PLAN
1 : 60

GW PROPERTIES
SITE STUDY
933 GREEN BAY RD
WINNETKA, IL. 60093

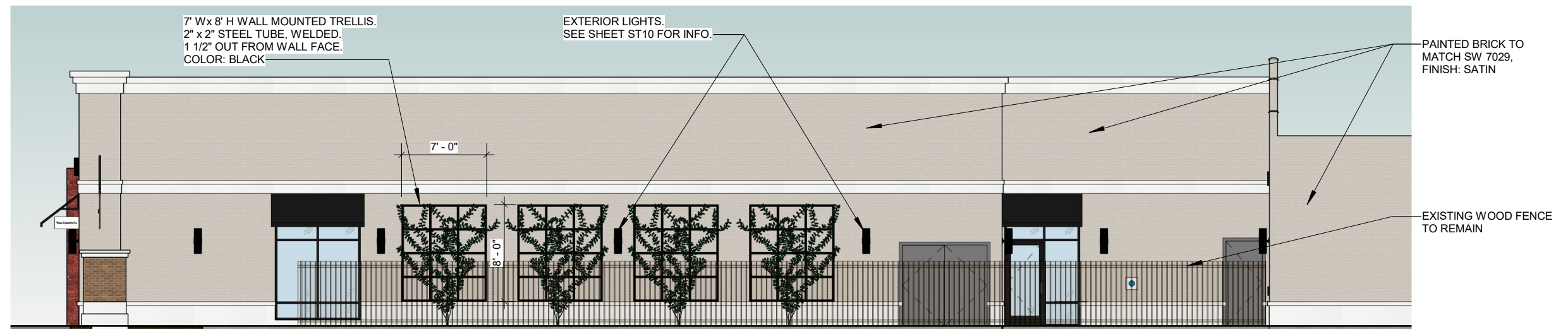
DATE 07.08.2024

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REG. ARCHITECT
A.S.

ST3



1 FRONT ELEVATION
1" = 10'-0"



2 SOUTH ELEVATION
1" = 10'-0"

BUILDING ELEVATIONS

DESIGN STUDIO 24, LLC.

ARCHITECTS - DESIGNERS - PLANNERS

2970 MARIA AVENUE, SUITE 200-202, NORTHBROOK, ILLINOIS 60062

T-847.885.7751

GW PROPERTIES

SITE STUDY

933 GREEN BAY RD

WINNETKA, IL. 60093

DATE

07.08.2024

MARK T. DIGANCI

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A.S.

ST4

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SOUTH-WEST CORNER VIEW



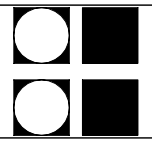
NORTH-WEST CORNER VIEW



COURTYARD VIEW



SOUTH VIEW



COLOR RENDERINGS

DESIGN STUDIO 24, LLC.
ARCHITECTS - DESIGNERS - PLANNERS
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GW PROPERTIES

SITE STUDY

933 GREEN BAY RD
WINNETKA, IL. 60093

DATE 07.08.2024
MARK T. DIGANCI
REG. ARCHITECT
A.S.

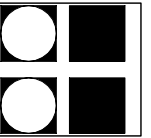
ST5



1 FRONT ELEVATION - CONTEXT
ST6 3/32" = 1'-0"



BUILDING & SITE CURRENT PHOTOS



BUILDING CONTEXT ELEVATION
DESIGN STUDIO 24, LLC.
ARCHITECTS - DESIGNERS - PLANNERS
2970 MARIA AVENUE, SUITE 200-202, NORTHBROOK, ILLINOIS 60062
T: 847.885.7751

GW PROPERTIES
SITE STUDY
933 GREEN BAY RD
WINNETKA, IL. 60093

DATE 07.08.2024
MARK T. DIGANCI
REG. ARCHITECT
A.S.

ST6



CONTEXT PHOTOS - PROJECT SIDE (EAST SIDE OF GREEN BAY)



CONTEXT PHOTOS - ACROSS THE STREET (WEST SIDE OF GREEN BAY)

CONTEXT PHOTOS

DESIGN STUDIO 24, LLC.

ARCHITECTS - DESIGNERS - PLANNERS

2970 MARIA AVENUE, SUITE 200-202, NORTHBROOK, ILLINOIS 60062

1-847-885-7751

GW PROPERTIES

SITE STUDY

933 GREEN BAY RD

WINNETKA, IL. 60093

DATE

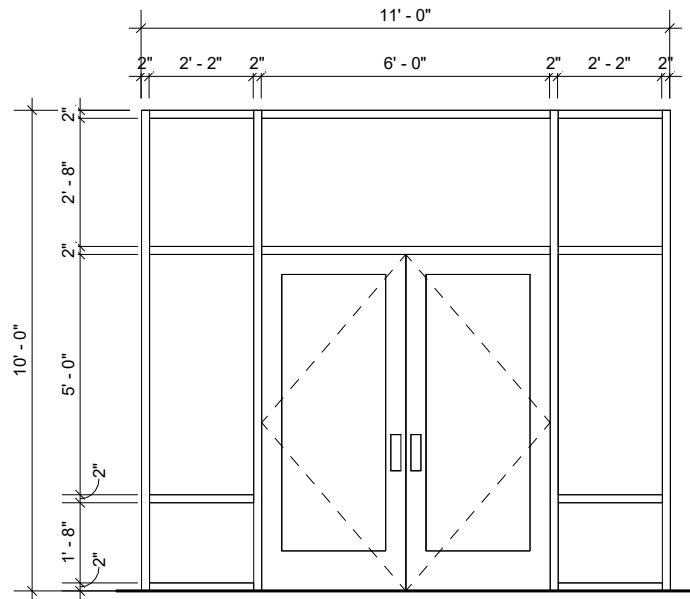
07.08.2024

MARK T. DIGANCI

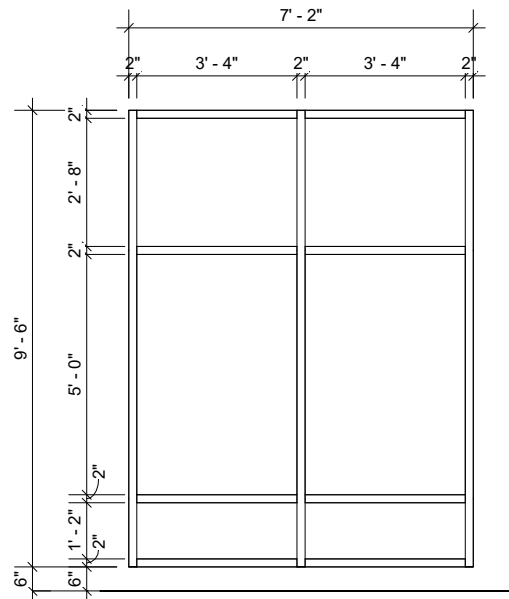
REG. ARCHITECT

A.S

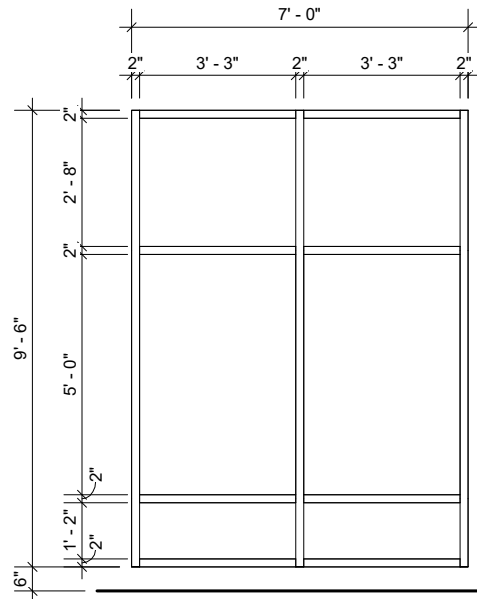
ST7



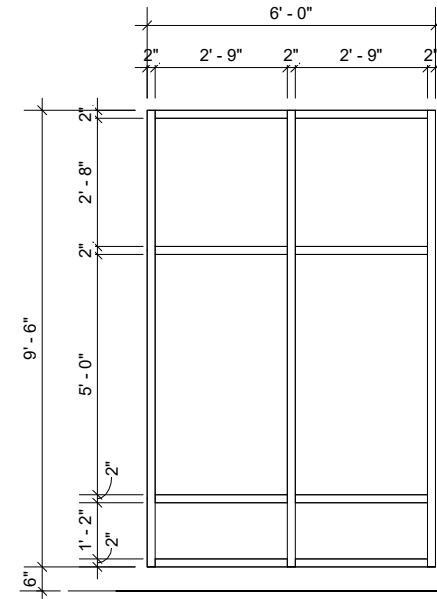
1 STOREFRONT 1
1/4" = 1'-0"



2 STOREFRONT 2
1/4" = 1'-0"

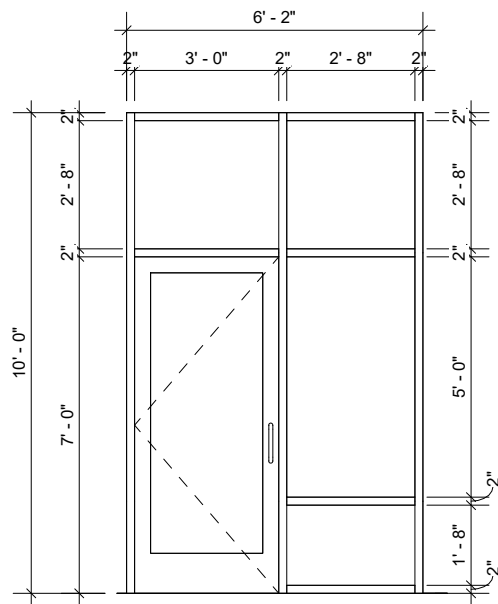


3 STOREFRONT 3
1/4" = 1'-0"

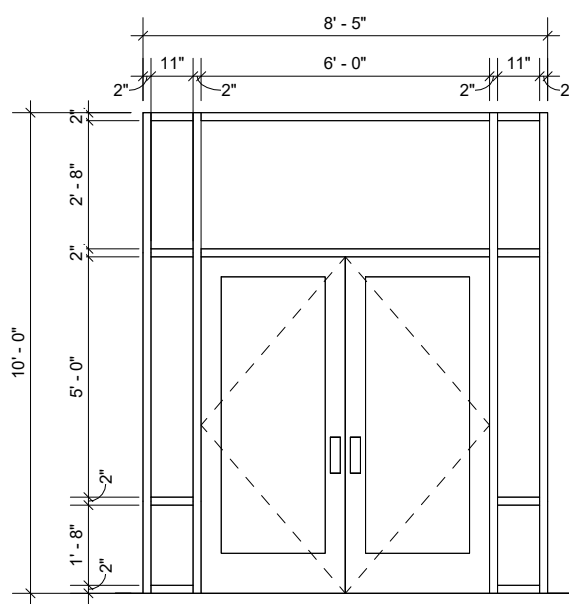


4 STOREFRONT 4
1/4" = 1'-0"

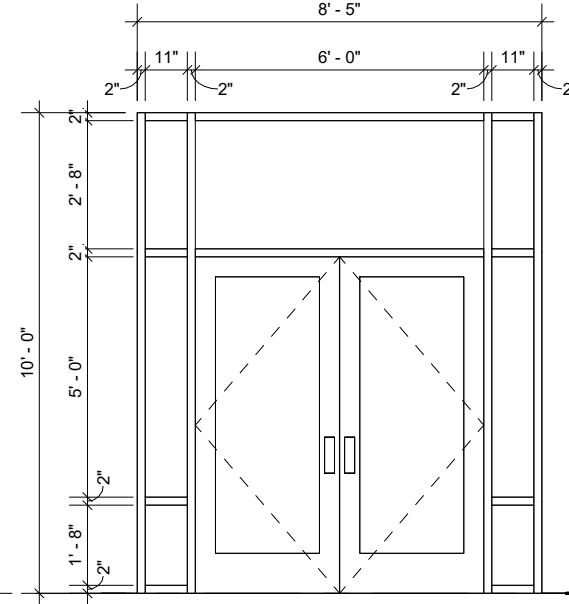
T/SLAB
0"



5 STOREFRONT 5
1/4" = 1'-0"



6 STOREFRONT 6
1/4" = 1'-0"



7 STOREFRONT 7
1/4" = 1'-0"

T/SLAB
0"

STOREFRONT SCHEDULE.

Type Mark	Type	Count	Frame Width	Frame Height	Frame Material and Finish	Framed Glazing
1	STOREFRONT 1	1	11' - 0"	10' - 0"	KAWNEER BLACK ANODIZED OR APPROVED EQUAL ALUMINUM - THERMALLY BROKEN, 2" x 4 1/2" MULLION PROFILE	THERMALLY BROKEN 1" INSULATED, LOW-E, TEMPERED GLASS
2	STOREFRONT 2	2	7' - 2"	9' - 6"	KAWNEER BLACK ANODIZED OR APPROVED EQUAL ALUMINUM - THERMALLY BROKEN, 2" x 4 1/2" MULLION PROFILE	THERMALLY BROKEN 1" INSULATED, LOW-E, TEMPERED GLASS
3	STOREFRONT 3	1	7' - 0"	9' - 6"	KAWNEER BLACK ANODIZED OR APPROVED EQUAL ALUMINUM - THERMALLY BROKEN, 2" x 4 1/2" MULLION PROFILE	THERMALLY BROKEN 1" INSULATED, LOW-E, TEMPERED GLASS
4	STOREFRONT 4	1	6' - 0"	9' - 6"	KAWNEER BLACK ANODIZED OR APPROVED EQUAL ALUMINUM - THERMALLY BROKEN, 2" x 4 1/2" MULLION PROFILE	THERMALLY BROKEN 1" INSULATED, LOW-E, TEMPERED GLASS
5	STOREFRONT 5	1	6' - 2"	10' - 0"	KAWNEER BLACK ANODIZED OR APPROVED EQUAL ALUMINUM - THERMALLY BROKEN, 2" x 4 1/2" MULLION PROFILE	THERMALLY BROKEN 1" INSULATED, LOW-E, TEMPERED GLASS
6	STOREFRONT 6	1	10' - 2"	9' - 6"	KAWNEER BLACK ANODIZED OR APPROVED EQUAL ALUMINUM - THERMALLY BROKEN, 2" x 4 1/2" MULLION PROFILE	THERMALLY BROKEN 1" INSULATED, LOW-E, TEMPERED GLASS
7	STOREFRONT 7	1	8' - 5"	10' - 0"	KAWNEER BLACK ANODIZED OR APPROVED EQUAL ALUMINUM - THERMALLY BROKEN, 2" x 4 1/2" MULLION PROFILE	THERMALLY BROKEN 1" INSULATED, LOW-E, TEMPERED GLASS

Grand total: 8

STOREFRONT ELEVATIONS

DESIGN STUDIO 24, LLC.
ARCHITECTS - DESIGNERS - PLANNERS
2970 MARIA AVENUE, SUITE 200-202, NORTHBROOK, ILLINOIS 60062
T: 847.885.7751

GW PROPERTIES

SITE STUDY

933 GREEN BAY RD
WINNETKA, IL. 60093

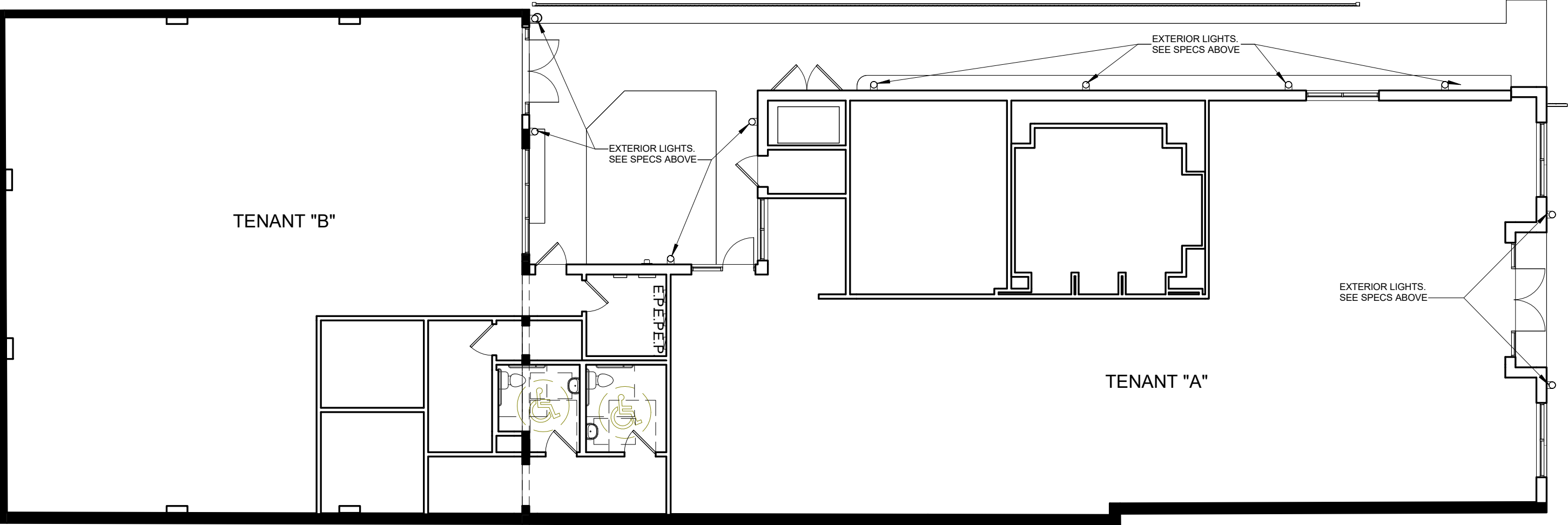
DATE

07.08.2024

MARK T. DIGANCI
REG. ARCHITECT

A.S.

ST8



1 PROPOSED SITE LIGHTING PLAN
1" = 10'-0"

ANTON LARGE WALL

PRODUCT FEATURES

- From the brand formerly known as Tech Lighting
- Modern crisp lines and a slim profile
- Light source points back toward a natural brass blade that reflects the light out
- Indirect illumination
- IP65 Wet Rated
- Fully dimmable integrated LED lamp

LAMPING

ORDERING INFORMATION

7000WANTN	CR	COLOR TEMP	LENGTH (IN)	FINISH	VOLTAGE
	9 95° CR	27 2700K	24-24"	B BLACK	UNV UNIVERSAL 120V 270V

7000WANTN
JOB NAME
NOTES

VISUAL COMFORT & CO.

Black (Lx)

Black (LxH)

Black (AL Lx)

Black (AL LxH)

7000 Under Avenue, Suite, L 60077
T 847.452.4400 / F 847.452.4400 / techlighting.com

ANTON LARGE WALL

SPECIFICATIONS

PRIMARY MATERIAL	Aluminum
BLADE MATERIAL	Acrylic
NET WEIGHT	7 lbs
HEIGHT	23in
WIDTH	33in
LENGTH	4.1in
WET LISTED	
DAMP LISTED	
DRY LISTED	
GENERAL LISTING	ETL Listed
INCLUDES	

LAMPING SPECIFICATIONS

LED LAMP	INTEGRATED LED	NON LED	NO LAMP
DELIVERED LUMENS	303		
WATTS	20.3		
MAX VOLTAGE PER BULB		Universal 120V-270V EUL TRAC	
CET		2700K	
CR		95 CR	
LED LIFETIME		>60000	
AVERAGE BULB HOURS			
FIELD SERVICEABLE LED			
LAMP BASE		Integrated LED	
LAMP SHAPE		Integrated LED	
LAMP INCLUDED?		True	
WARRANTY**		5 Years	

T20 / T24 / JAB INFORMATION

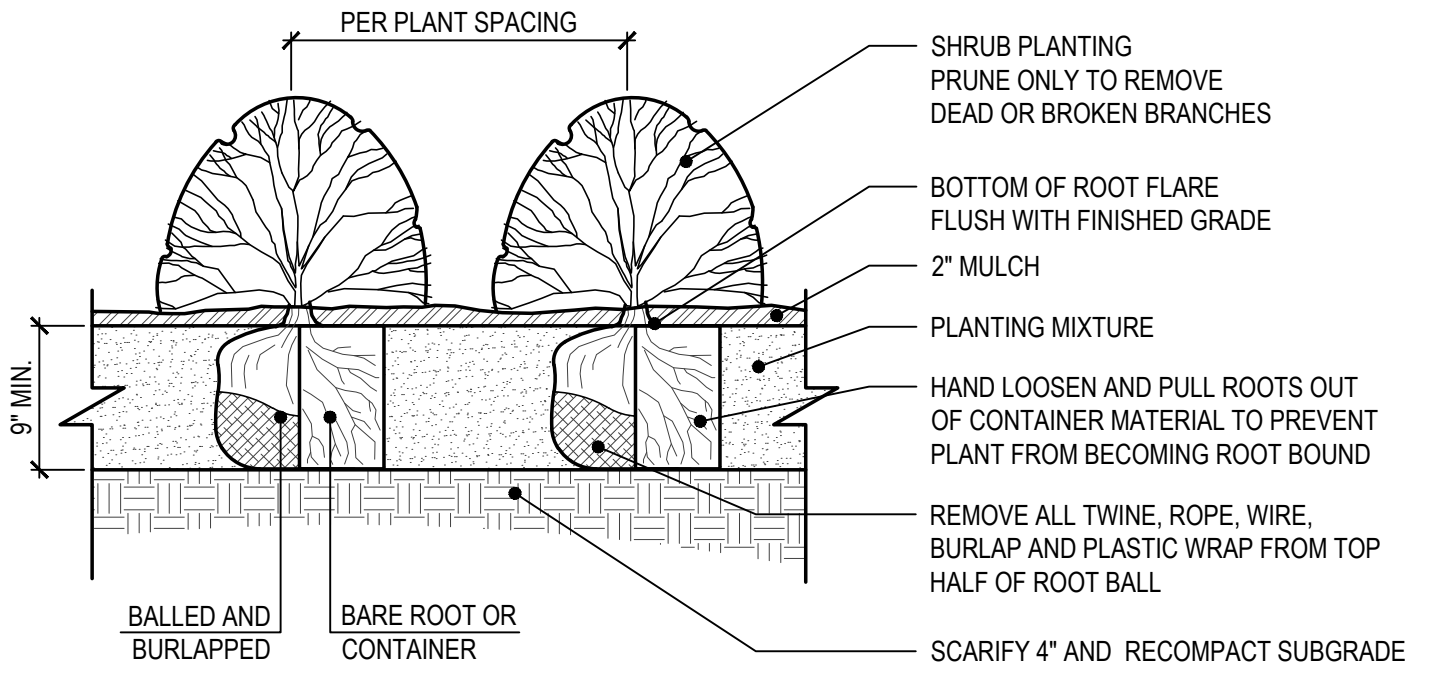
Integrated LED	Replacement LED	No Lamp
Yes	Lamp	

This product can be used to comply with California Building Energy Efficiency Standards 2016 Title 24 Part 6.2.48.

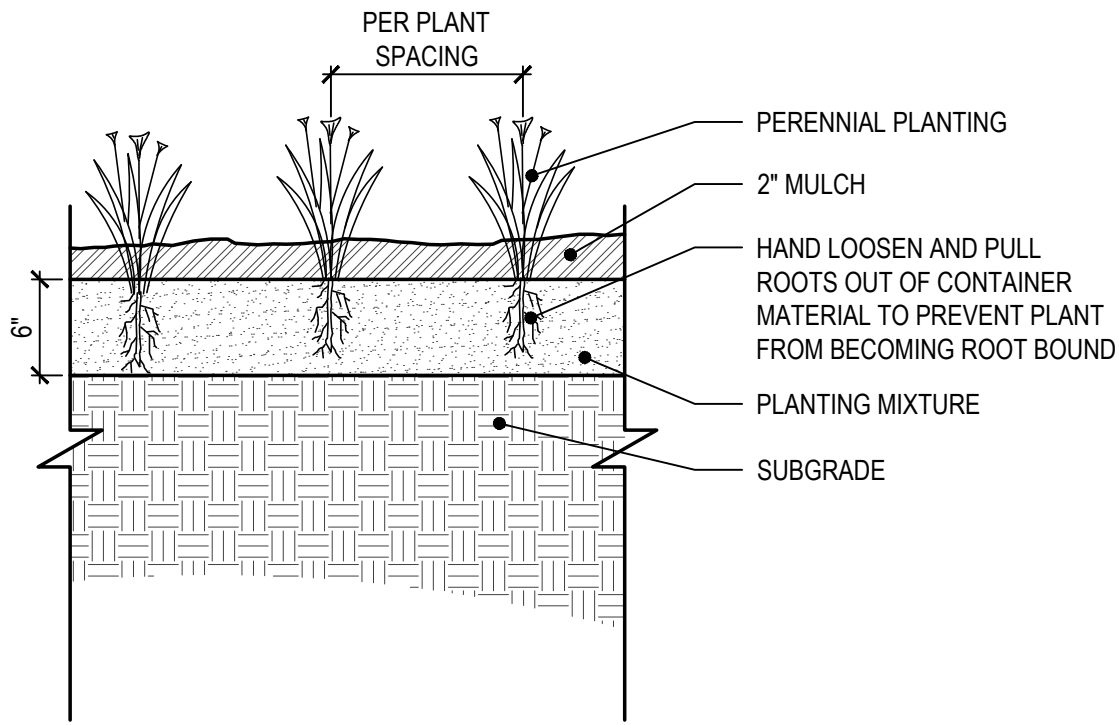
This product can be used to comply with California Appliance Efficiency Standards 2016 Title 20 and may be shipped to and sold in California.

**A light fixture or component does not include a lamp or light source, it is the responsibility of the customer to select a lamp that meets the T24 and T20 requirements.

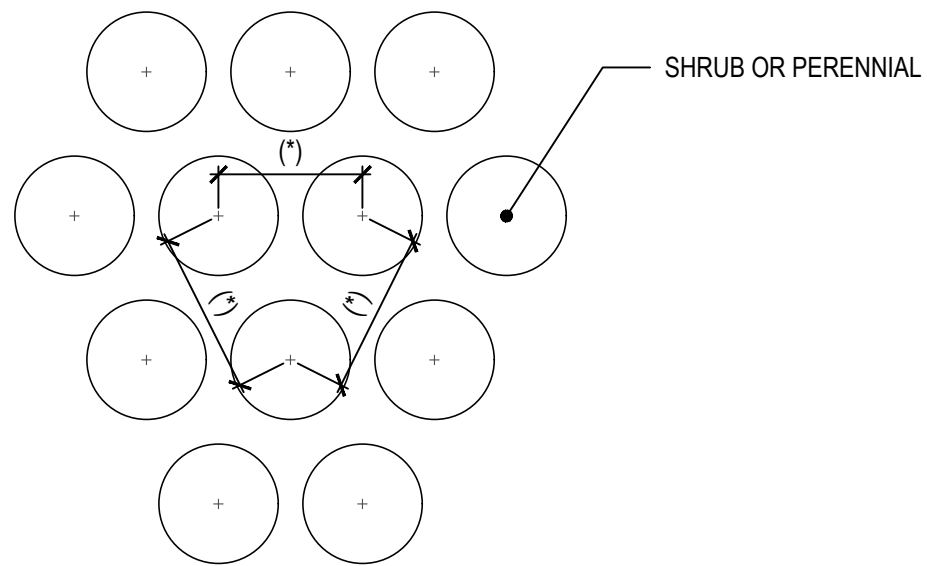
7000 Under Avenue, Suite, L 60077
T 847.452.4400 / F 847.452.4400 / techlighting.com



1 SHRUB PLANTING
SCALE: 1" = 1'-0"



2 PERENNIAL PLANTING
SCALE: 1" = 1'-0"

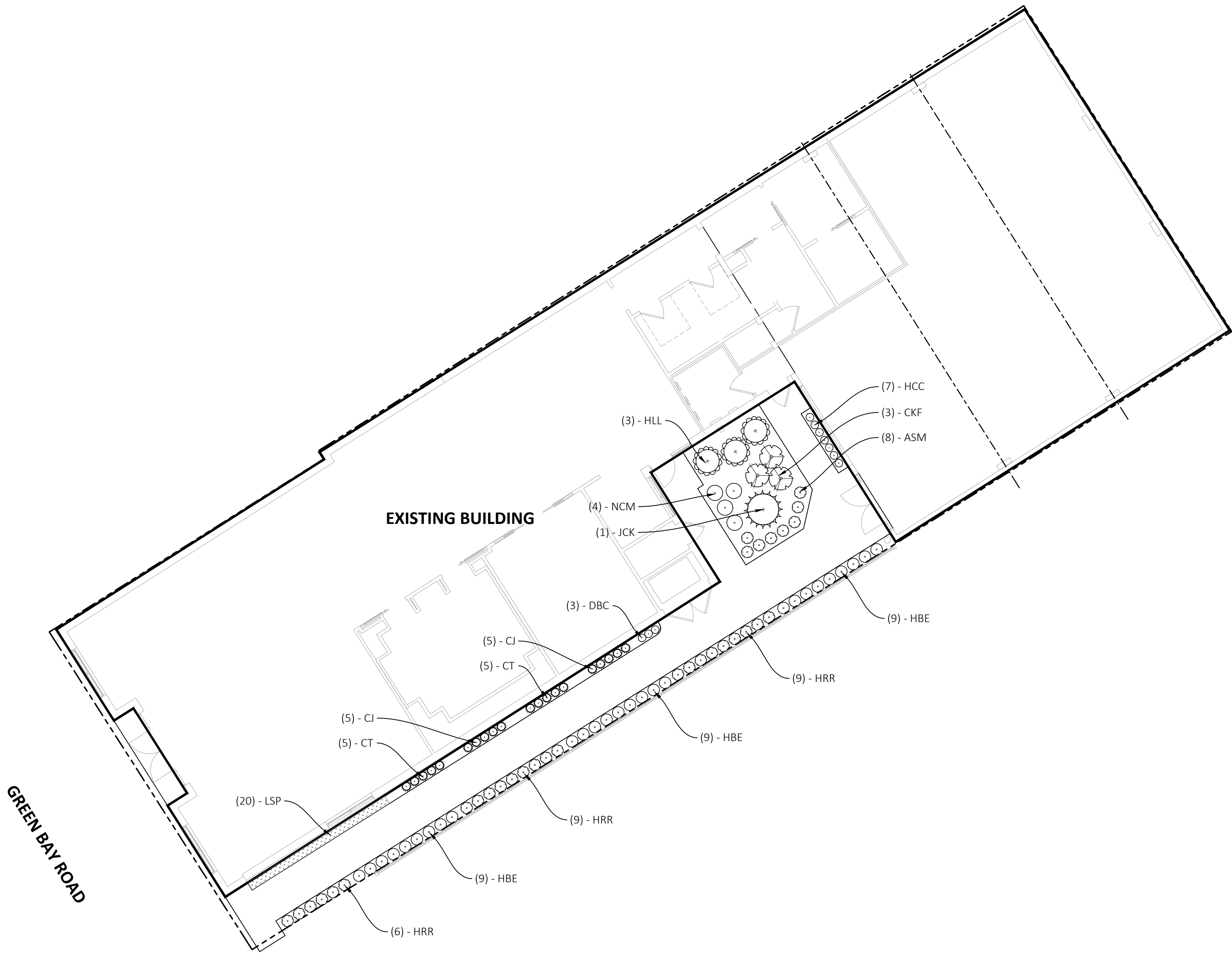


(*) = SPECIFIED PLANT SPACING IN PLANT SCHEDULE

3 PLANT SPACING
NOT TO SCALE

LANDSCAPE NOTES:

1. THE LANDSCAPE CONTRACTOR SHALL OBTAIN AND PAY FOR ALL PERMITS AND FEES THAT MAY BE REQUIRED FOR HIS PORTION OF WORK.
2. IN CASE OF DISCREPANCIES BETWEEN THE PLAN AND THE PLANT LIST, THE GRAPHIC SYMBOLS SHOWN ON THE PLAN SHALL DICTATE.
3. NO SUBSTITUTIONS OF PLANT MATERIALS WILL BE ALLOWED. IF PLANTS ARE NOT AVAILABLE, THE CONTRACTOR SHALL NOTIFY LANDSCAPE ARCHITECT PRIOR TO BID IN WRITING. ALL PLANTS SHALL BE INSPECTED AND TAGGED WITH PROJECT I.D. AT NURSERY OR CONTRACTORS OPERATIONS PRIOR TO MOVING TO JOB SITE. PLANTS MAY BE INSPECTED AND APPROVED OR REJECTED ON THE JOB SITE BY LANDSCAPE ARCHITECT.
4. LANDSCAPE CONTRACTOR SHALL NOTIFY LANDSCAPE ARCHITECT IN WRITING PRIOR TO BID DATE OF ANY PLANTS HE/SHE FEELS MAY NOT SURVIVE IN LOCATIONS NOTED ON PLANS.
5. ALL PLANTS SHALL MEET OR EXCEED AMERICAN STANDARDS FOR NURSERY STOCK, 1986 EDITION, AS SET FORTH BY AMERICAN ASSOCIATION OF NURSERYMEN.
6. ALL PLANT MATERIAL AND SEED SHALL BE PROVIDED FROM A NURSERY (WITHIN 200 MILES) WITH A SIMILAR PLANT HARDINESS ZONE AS PROJECT LOCATION
7. PLANTS AND ALL OTHER MATERIALS TO BE STORED ON SITE WILL BE PLACED WHERE THEY WILL NOT CONFLICT W/ CONSTRUCTION OPERATIONS AND AS DIRECTED BY LANDSCAPE ARCHITECT.
8. NO PERMANENT IRRIGATION SYSTEM - CONTRACTOR SHALL BE RESPONSIBLE FOR ESTABLISHMENT WATERING THROUGH TEMPORARY FACILITIES, WATERING BAGS, ETC., AS APPROVED BY OWNER FOR PLANT WARRANTY.
9. ALL PLANTING BEDS SHALL RECEIVE 18" DEPTH OF PREPARED SOIL.
10. ALL MULCH MATERIALS SHALL BE PROCESSED DOUBLE SHREDDED HARDWOOD BARK MULCH OF UNIFORM SIZE. NO UTILITY MULCH OR PROCESSED TREE TRIMMINGS WILL BE ALLOWED. SUBMIT SAMPLE TO ARCHITECT.
- 10.1. MULCH SHALL BE 2-INCH THICK MINIMUM COVERAGE IN ALL AREAS OF TREE PITS OR PLANTING BEDS, UNLESS OTHERWISE NOTED.
11. ALL LANDSCAPE PLANTINGS TO BE MAINTAINED BY CONTRACTOR FOR 60 DAYS MIN. FOLLOWING COMPLETE INSTALLATION AND FINAL INSPECTION BY LANDSCAPE ARCHITECT. MAINTENANCE SHALL INCLUDE WATERING, WEEDING, CULTIVATING, MULCHING, MOWING, AND ALL OTHER NECESSARY OPERATIONS REQUIRED FOR PROPER ESTABLISHMENT OF LAWNS AND PLANTINGS.
12. ALL LANDSCAPE PLANTINGS SHALL BE GUARANTEED FOR A PERIOD OF ONE YEAR FOLLOWING FINAL INSPECTION BY LANDSCAPE ARCHITECT. AT THE END OF THIS PERIOD, PLANT MATERIAL TERMED DEAD OR UNSATISFACTORY BY LANDSCAPE ARCHITECT SHALL BE REPLACED AT NO ADDITIONAL CHARGE BY THE LANDSCAPE CONTRACTOR. THE REPLACEMENTS SHALL ALSO BE GUARANTEED FOR 1 YEAR.



LANDSCAPE PLAN

SCALE: 1" = 10'-0"

DECIDUOUS SHRUBS					
HLL	3	HYDRANGEA PANICULATA 'JANE'	LITTLE LIME HYDRANGEA	#3 CONT.	36" O.C.
EVERGREEN SHRUBS					
JCK	1	JUNIPERUS CHINENSIS 'KALLAY'S COMPACT'	KALLAY'S COMPACT JUNIPER	#3 CONT.	48" O.C.
ORNAMENTAL GRASSES					
CKF	3	CALAMOGROSTIS X 'KARL FOERSTER'	KARL FOERSTER FEATHER REED GRASS	#3 CONT.	36" O.C.
PERENNIALS & GROUNDCOVERS					
ASM	8	ALLIUM 'MILLENIUM'	MILLENIUM ALLIUM	#1 CONT.	18" O.C.
CJ	10	CLEMATIS 'JACKMANII'	JACKMAN'S CLEMATIS	#1 CONT.	12" O.C. TRAIN AS VINE
CT	10	CLEMATIS TERNIFLORA	SWEET AUTUMN CLEMATIS	#1 CONT.	12" O.C. TRAIN AS VINE
DBC	3	DIANTHUS 'BLACK CHERRY FROST'	BLACK CHERRY FROST PINKS	QUARTS	12" O.C.
HBE	27	HEMEROCALLIS 'BLACK EYED STELLA'	BLACK EYED STELLA DAYLILY	#1 CONT.	18" O.C.
HRR	24	HEMEROCALLIS 'ROSY RETURNS'	ROSY RETURNS DAYLILY	#1 CONT.	18" O.C.
HCC	7	HEUCHERA 'CINNAMON CURLS'	CINNAMON CURLS CORAL BELLS	#1 CONT.	12" O.C.
LSP	20	LIRIOPE SPICATA	CREEPING LILYTURF	QUARTS	12" O.C.
NCM	4	NEPETA 'CATS MEOW'	CAT'S MEOW NEPETA	#1 CONT.	24" O.C.



PROJECT NAME:
PROPOSED REDEVELOPMENT
933 GREEN BAY ROAD
WINNETKA, IL 60093

OWNER NAME:
DESIGNSTUDIO 24
2970 MARIA AVE., SUITE 200-202
NORTHBROOK, IL 60062
p: 847.885.8300

CONSULTANTS:

Planned Environment Associates
PLANNED ENVIRONMENT ASSOCIATES
(219) 299-0383
www.pamilton.com
P.O. BOX 2256
CRESTVIEW, IN 46034

SUBMITTAL & REVISIONS									
1	10/01/24	LANDSCAPE DESIGN							
2	10/04/24	SITE PLAN REVISION							

STAMP:

EXP: 8/31/2025

TITLE:
LANDSCAPE PLAN & DETAILS

SHEET:
L101

DRAWN BY: JRR
CHECK BY: KMR
PROJECT #: 24-021





NON-NATIVE

Photos Courtesy: Spring Meadow



JULY



SEPTEMBER

Little Lime Hydrangea

Hydrangea paniculata 'Jane'

H = 36" x W = 36"



NON-NATIVE

Photos Courtesy: Walter's Gardens, Inc.



JULY



ALL-SEASON

Millenium Allium

Allium 'Millenium'

H = 18" x W = 18"



NON-NATIVE

Photos Courtesy: Hinsdale Nursery



JUNE - SEPTEMBER

Jackman's Clematis

Clematis 'Jackmanii'

H = 4' x W = 8'



NATIVE



Photos Courtesy: Midwest Groundcovers



AUGUST - OCTOBER

Sweet Autumn Clematis

Clematis terniflora

H = 15' x W = 6'

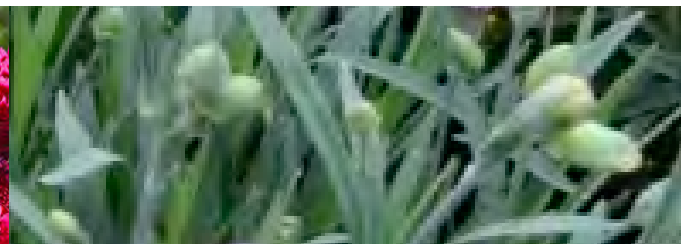


NON-NATIVE

Photos Courtesy: Walter's Gardens, Inc.



JUNE & REBLOOM



ALL-SEASON

Black Cherry Frost Pinks
Dianthus 'Black Cherry Frost'

H = 10" x W = 12"



NON-NATIVE

Photos Courtesy: MOBOT



JUNE - AUGUST

Black Eyed Stella Daylily
Hemerocallis 'Black Eyed Stella'

H = 18" x W = 18"



NATIVAR

Photos Courtesy: Bluestone Perennials



ALL-SEASON

Cinnamon Curls Coral Bells

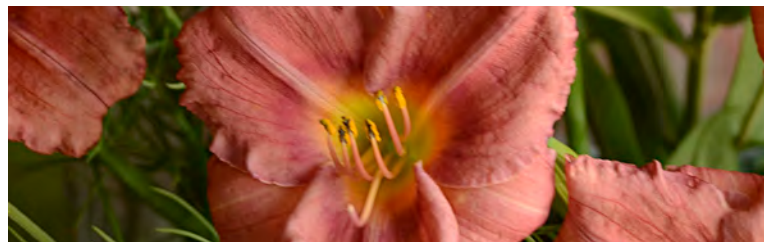
Heuchera 'Inheuredfu'

H = 12" x W = 12"



NON-NATIVE

Photos Courtesy: Walter's Gardens, Inc.



SUMMER-FALL

Rosy Returns Daylily

Hemerocallis 'Rosy Returns'

H = 12" x W = 18"



NON-NATIVE

Photos Courtesy: Walter's Gardens, Inc.



AUGUST

ALL-SEASON

Creeping Lilyturf
Liriope spicata

H = 12" x W = 12"



NON-NATIVE

Photos Courtesy: Walter's Gardens, Inc.



SUMMER-FALL

Cat's Meow Nepeta
Nepeta faassenii 'Cat's Meow'

H = 18" x W = 24"



NON-NATIVE

Photos Courtesy: The Growing Place



EVERGREEN

Kallay's Compact Juniper

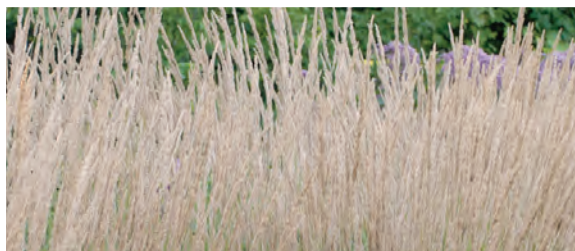
Juniperus chinensis 'Kallay's Compact'

H = 36"; W = 48"



NON-NATIVE

Photos Courtesy: Walter's Gardens, Inc.



SPRING-FALL

Karl Foerster Reed Grass

Calamagrostis 'Karl Foerster'

H = 48"; W = 36"

The Village of **Winnetka** Design Guidelines

Amendments

- 01/17/2023 - Ordinance MC-01-2023 - Building Signage, pages 19 & 20



Village of Winnetka Design Guidelines

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Introduction

For over thirty years, Winnetka has had a review board that examines proposed designs for commercial, multiple-family, mixed use and institutional (including both public and quasi-public) building projects. In recent years, this has been called the Design Review Board (DRB), whose seven members are appointed by the Village Council.

The Village of Winnetka seeks to maintain the high quality of its business districts' built environment, with development that is attractive and consistent with a pedestrian-oriented town center character. Whether a proposed project is for new development or an improvement to an existing building or landscape, it is important that each proposal enhances the contextual character of its surroundings and contributes positively to the goals of the community.

The Comprehensive Plan for the Village of Winnetka, *Winnetka 2020*, recognizes that the DRB, residents, developers and architects will all benefit from guidelines that encourage high-quality design that is sympathetic to its surroundings.

The following guidelines for site and building design are suggestive only and are not intended to supplement or supercede the Village's Codes or Ordinances nor do they represent a master plan for any immediate development project.

Village Character

East/West Elm Street District

The East/West Elm Street Business District known locally as "Winnetka" is the Village's main commercial district. The District conveys a strong image throughout the unified composition of the existing streetscape, landscape, land-use transitions and architecture. Visually and symbolically this district, bisected by Green Bay Road and the Union Pacific Train Line, is the heart of Winnetka's business and civic community.

The District's landscaping and harmonious land use transitions, anchored by Station Park at the intersection of Green Bay Road and Elm Street, help create a district edge and gateway. Neighborhood service and destination stores along with most of the Village's civic facilities are located here. One of the defining landmarks of this district is the open axis created by Chestnut Court west of Village Hall.



Figure 1



Figure 2

The pedestrian-oriented feel of the district is created in a variety of ways. First, the buildings have significant architectural consistency and scale that create an inviting outdoor “room” for pedestrians. Storefronts contain large retail windows and attractive displays, which encourage strolling and window shopping. Sidewalks provide ample room for pedestrian flow and streetscape features including furniture and landscaping. (See figures 1,2,3)

Parking is located in several public parking lots and on the street. Loading, servicing and additional parking generally occur in rear alley locations.



Figure 3

Hubbard Woods

The Hubbard Woods Business District is a linear business district built on both sides of a regional arterial roadway, Green Bay Road. It has a smaller building scale than the East/West Elm Street District, giving it a more intimate feel despite heavier traffic conditions. As with the Elm Street District, the Hubbard Woods District has a pedestrian-oriented, neighborhood retail character. The buildings exhibit architectural consistency, scale and storefront displays that encourage strolling and window shopping. A significant number of multiple-family residential units are located on the upper floors of the retail stores. (See figures 4,5,6)

In general, parking is provided on the streets, in alleys behind buildings and in small public lots including a two-level parking structure adjacent to the railroad tracks. Loading and servicing occur in rear alley locations.

Hubbard Woods Park and its Gazebo are actively used and provide a major Village gathering area.



Figure 4



Figure 5



Figure 6

Indian Hill

The Indian Hill Business District, the southern gateway into the Village, is a predominantly auto-oriented business corridor. South of Winnetka Avenue, the west side of Green Bay Road is composed of predominantly single-story buildings housing a variety of retail uses, while the east side of Green Bay Road abuts the railroad tracks, allowing for parking and buffer landscaping.

Circulation/traffic problems and safety hazards, especially for New Trier High School students, exist due to fast-moving traffic, winding roadways, and wide streets. As with the Village's northern Green Bay Road gateway at Hubbard Woods, the Village identity needs to be communicated through the development of a gateway feature, appropriate wayfinding signs, gateway architecture and unified repetition of streetscape elements. (See figures 7,8)

Parking for the existing businesses generally occurs on Green Bay Road. Multiple-family residential parking is provided for in defined off-street lots.



Figure 7



Figure 8

General Guidelines Intent

The intent of these General Design Guidelines is to provide a standard that can be used to evaluate proposed commercial, mixed-use, multiple-family and institutional development in the Village of Winnetka. These guidelines require that new designs retain a contextual relationship with the existing character of the three individual commercial districts.

The individual character of the commercial districts should be maintained and enhanced by careful consideration of the architectural styles, materials, scale, massing, setbacks

and articulation and by proper attention to the surrounding landscaping and transitional zones adjacent to residential areas.

Throughout the guidelines the terms primary and secondary facades are used. The definitions of those terms are:

Primary facades face a street or pedestrian open space.

Secondary facades face pedestrian parking areas or alleys.

Design Guidelines

Building and Architecture

I. Contextual Design

Commercial, mixed-use, institutional and multiple-family development projects should reflect an understanding of the immediate site surroundings and the village-wide character. Contextual design reflects existing features including massing, height, setbacks, proportions, scale, roof forms, materials, articulation, lighting, signs and awnings while creating appropriate architectural design.

The prevalence of the English Tudor style throughout the Village dictates smaller structural bays and massing, limited building heights, variety in roof forms, mix of materials and special attention to detailing and fenestration proportions and patterns. It is not the intent of these guidelines to recreate traditional architectural styles that do not allow for contemporary architectural designs or materials, but to provide a framework within which good design can flourish in context and enhance the existing Village character.

II. Uses

The three districts have a mix of uses that includes commercial, mixed-use, institutional and multiple-family facilities.

Exclusively commercial buildings make up a small percentage of the structures within the districts. They are typically single-story buildings that house a single retailer with on street frontage and a large expanse of storefront. These buildings are strongly horizontal with large sign bands and varying stylistic detailing.

Most buildings in the commercial districts are mixed-use. The architectural designs are based on a traditional two-part structure with retail on the ground floor and offices or residences above. The facades clearly separate the two uses through changes in materials and wall plane as well as changes in fenestration, with large glass storefronts on the street level and punched windows above creating a hierarchy of public versus private spaces. In select locations, where large or awkward site geometry suggest, alternatives to the existing mixed-uses may encourage the use of first floor courtyards or pedestrian ways instead of uninterrupted commercial space.

Institutional buildings include a wide variety of building types and uses such as civic buildings (Village Hall), schools, libraries, churches, recreational facilities and utilitarian public works facilities. Most institutional structures located within the Elm Street District are designed in the Classical Revival, Contemporary or Georgian styles. Most schools and churches are located within residential neighborhoods. Typically, institutional structures are freestanding and larger in scale as they represent unique aspects of community life: governmental, religious and educational. The design of institutional buildings, whether new or an alteration to an existing building, should reflect the context of their immediate surroundings and respect the existing neighborhood while identifying their function.

Multiple-family buildings are structures limited to residential use only including condominiums, townhomes and apartment buildings.

III. Historic Buildings & Building Elements

Although the Village of Winnetka developed from a plat recorded by Charles E. Peck in the 1850's, many of the commercial structures in the main shopping districts were built during the 1920's. Future project designs should reinforce the established character, massing and scale. New developments and alterations are encouraged to incorporate historic building elements and forms from adjacent structures in order to maintain a cohesive district. (See figures 9, 10, 11, 12, 13)



Figure 9



Figure 10



Figure 11



Figure 12

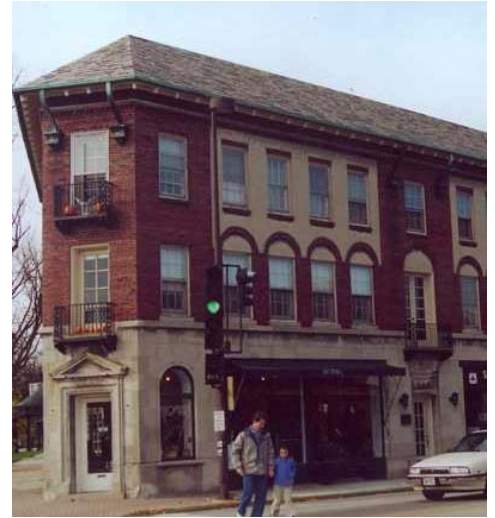


Figure 13

IV. Style(s)

In Winnetka, a variety of architectural styles has flourished, the most common of these are:

- a. **English Tudor.** The most prominent Winnetka architectural style is characterized by a mixture of materials, medieval detailing, human scale and proportion. A typical commercial building has a heavy masonry base with the upper floors articulated by timber and stucco bays and punched windows. Most of the Tudor buildings range from 1-½ to 2 -½ stories in height. The top story is usually concealed under a steeply pitched roof interrupted by cross gables and dormers. (See figures 14 & 15)



Figure 14 English Tudor

- b. **Georgian.** Several prominent institutional buildings reflect the Georgian style, which is characterized by a symmetrical facade, hipped roof with gabled entry, classical detailing and the use of quoins to articulate the corners. Georgian buildings are generally constructed of brick with limestone detailing. The fenestration pattern on Georgian buildings is typically small stacked punched openings with double-hung, divided-light windows. (See figure 16)



Figure 15 English Tudor

- c. **Art Deco.** Art Deco is a style of decoration consisting largely of low-relief geometrical designs of straight lines, zigzags, chevrons and stylized floral motifs. The style is a conscious expression of modernity and the machine age. Exterior architectural materials vary from smooth faced concrete and stone to metal, terra cotta and glass. Predominant Midwest Art Deco buildings, as exemplified in Winnetka, are built of dressed limestone and are generally horizontal, most often single story commercial structures with low-relief stylized designs at the sign band. (See figure 17)



Figure 16 Georgian

- d. **Dutch Colonial.** Dutch Colonial shares some common elements with English Tudor most notably the roofline. Most colonial buildings range from 1 ½ to 2 stories and have a steeply pitch roof with a gable or dormer interrupting the roofline. Dutch Colonial buildings are usually constructed of brick with simple abstract detailing. (See figure 18)

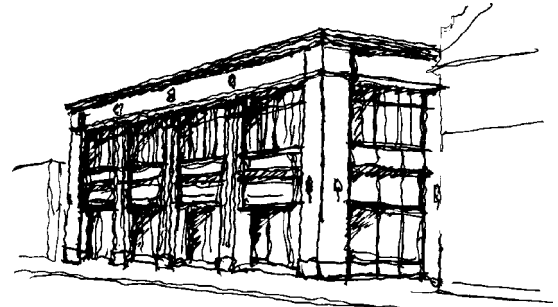


Figure 17 Art Deco

- e. **Contemporary.** Contemporary architectural styles include buildings that were built within the past forty years and vary greatly in design, materials and detailing. They range in height from 2-½ to 4 stories. Many have not reflected Winnetka's character in terms of scale or design. The more recent contemporary buildings incorporate historic elements into facade articulation. (See figure 19)



Figure 18 Dutch Colonial

V. Building Mass

Massing of a building should acknowledge the size of adjacent structures. Any changes in massing should relate to the primary and secondary building facades, the structural bay rhythms and the hierarchy of the use of the building. Massing of additions should respect the existing building volumes and contribute to the identity and hierarchy of the original building.



Figure 19 Contemporary

- a. **Setbacks:** Setbacks are defined as the relationship of the facade to the property line. Upper level setbacks on the primary and secondary street fronts are not allowed except as indicated below.

Commercial and Mixed Use: A continuous “streetwall” along primary commercial thoroughfares should be provided and building facades should be located to create this uniform setback. While commercial zoning standards provide for front setbacks of up to 3 feet, new developments should align with adjacent buildings along the property line. In the Indian Hill Business District, restricted sidewalk widths may warrant a setback of 1 to 3 feet, to be evaluated on a case by case basis. Setbacks should be provided where appropriate to enhance landscaped areas and/or widen restricted sidewalks to provide appropriate widths. The main facade should be orientated to the primary commercial thoroughfare.

Upper level setbacks, which create continuous open terraces, are not allowed on the primary facades. Small setbacks (such as 10'-0" maximum), no greater than one bay width (maximum 20'-0") with a continuous roof eave line, will be considered on upper floors only. The ratio of upper level setbacks must be considered with regard to the building's proportions and scale. No continuous upper level setbacks or corner setbacks will be considered.

Roof gables should be in the same plane as the primary building facade except for the 6"-12" projections allowed under Section VI.c, Articulation. Roof eaves should meet and project beyond the primary facade to create horizontal rhythm. (See figure 20) Buildings located on corner sites should hold the property line or "streetwall" at the intersections of both thoroughfares. Slightly rounded or angled building corners at intersections are acceptable to enhance the pedestrian flow and visibility.

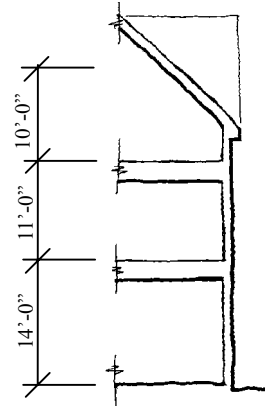


Figure 20

Institutional: Institutional buildings are located throughout the village in various zoning districts and are most often freestanding structures. They frequently function as a transitional element between zoning districts. If an institutional building is located within a commercial district, the mass of the building is encouraged to break from the "streetwall", creating open public space, establishing the hierarchy of the building within its context and creating both a focal point and a visual relief within the commercial district. Additions to existing institutional structures should respect the established setbacks of the original building and should be sensitive to the context of the surrounding zoning area, particularly residential neighborhoods.

Multiple-family Residential: Multiple-family residential buildings are generally located along Green Bay Road, creating a transition between a commercial thoroughfare and single-family residential zones. The B-1 and B-2 multiple-family residential zoning districts call for a 25'-0" front yard setback whereas multiple-family buildings within the C-1 and C-2 zones require a 1'-0" to 3'-0" setback. New multiple-family developments occurring at the edge of the C-1 and C-2 districts should have a front yard setback of 1'-0" to 6'-0" to create a transition between the commercial and residential districts. The primary facade should be located on the main thoroughfare for all zoning districts.

- b. Height:** Existing building heights in the commercial districts vary between single-story commercial buildings to 3-story mixed-use and institutional structures.

Commercial and Mixed Use: The existing building heights are consistent at 2-3 stories within the heart of the commercial district. Buildings of this height are appropriately located within dense pedestrian districts and along Green Bay Road whereas buildings of 1 and 2 stories function well as transitions to single-family residential areas. Single-story buildings are appropriately located along the automobile-oriented south end of Green Bay Road at Indian Hill. Based on existing building heights, new buildings or building additions should have transitional elements or bays such that the new building height will not vary more than $\frac{1}{2}$ story lower than the immediate adjacent buildings while complying with the requirements of the zoning ordinance. (See figure 21) The current zoning restricts all building heights to $2\frac{1}{2}$ stories within the B and C zoning districts.



Figure 21

Institutional: The height of institutional buildings will vary depending on the use and location of the structure. Institutional buildings located within the commercial zoning districts (C-1 and C-2) are typically more monumental in scale and massing, and the minimum height to the eave line or parapet should not be less than 30% of the length of the primary facade or 25 feet, whichever is greater. The maximum height must conform to the existing zoning requirements. The height of institutional buildings located in the multiple-family (B-1 and B-2) or single family (R-1 through R-5) zones should be sensitive to the surrounding buildings and must conform to the existing zoning requirements. Additions to existing facilities should respect the existing heights and not differ from the established eave line by more than $\frac{1}{2}$ story. Additions and alterations should be sensitive to the context of the surrounding zoning area.

Multiple-family Residential: Many of the older multiple-family residential buildings are built to the outdated zoning standard height of four stories, whereas the height of recent and new multiple-family developments is limited to 35 feet and $2\frac{1}{2}$ stories.

- c. **Roof Forms:** Roof forms contribute to the massing, scale and proportions of all buildings. Manipulation of the form can help distinguish between residential, commercial and institutional structures. Sloped roof systems, while containing the commercial $\frac{1}{2}$ story defined by the zoning ordinance, should have eave lines that extend to the perimeter of the building eliminating upper story setbacks at the primary elevation. The continuous length of any roof on a primary facade should be limited to

20'0", without a break in plane using dormers, gables or hip roofs. These should be designed in conjunction with the Vertical Rhythm, Section VIb.

Commercial and Mixed Use, Multiple-family Residential: The predominant roof form within the districts is a pitched shingle roof with cross gables, projecting eave line and brackets reflecting the structural bay rhythm of the building. Variations of the gable and roof pitch contribute to the general breakdown of the building mass and contribute to the steady streetwall rhythm. No roof pitch is to be greater than 60 degrees (21:12) or less than 35 degrees (8:12). (See figures 22 & 23)

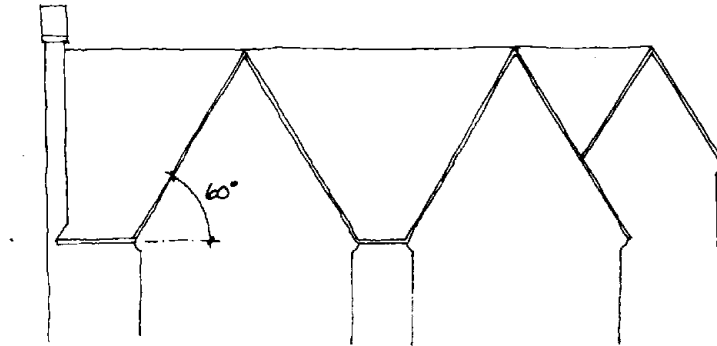


Figure 22

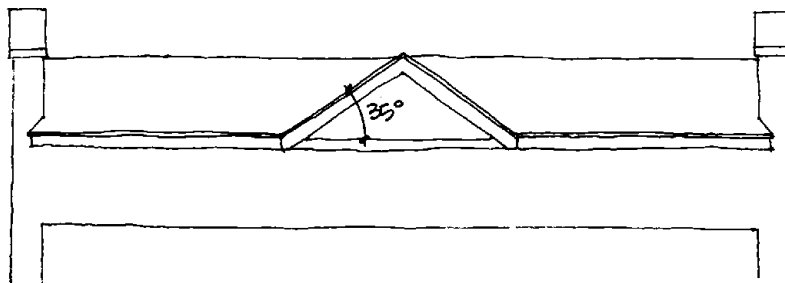


Figure 23

Institutional: The roofs of the institutional buildings should have shallower sloped roofs than the commercial structures and be composed of basic gable, hipped or flat roofs. The pitch of sloped roof systems should range between 25 degrees (6:12) and 45 degrees (12:12). Contextual sloped and gabled roofs are preferred. Flat roof systems must be concealed from view by a decorative parapet. The roof structures should not break up the mass of the structure, but emphasize overall volume through a uniform ridge, eave or parapet line. A cross or open gable can be introduced to provide hierarchy to the facade and identify the entry or wings. Additions to institutional structures should respect the existing roof form and slope, however, the height of the ridge, eave and parapet line can vary per the height restrictions outlined in Section V.b. (See figures 24 & 25)

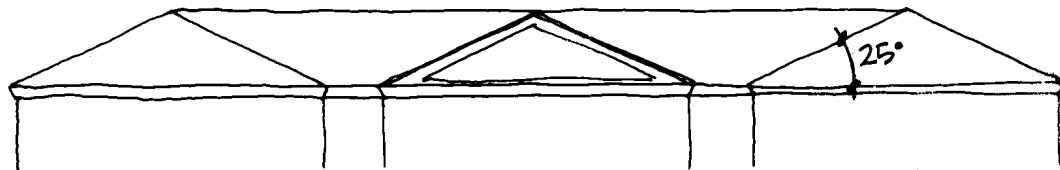


Figure 24

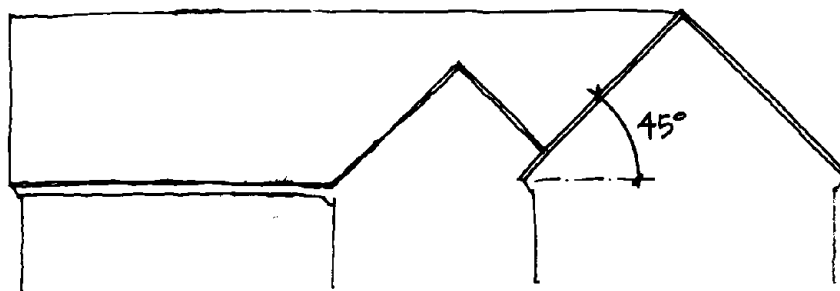


Figure 25

VI. Proportion/Scale

Winnetka's original 1920's comprehensive plan was designed before the prevalence of the automobile and therefore was pedestrian oriented. Although the automobile dominates life in the 21st century, it is the intent of the Village to retain a positive pedestrian experience within the Village commercial centers. The character of the Village requires that a pedestrian balance be retained and encouraged. Unless noted otherwise, any alteration to the commercial districts must be designed to fulfill this goal.

- a. **Horizontal Rhythm:** The breakdown of the building facade into horizontal bands provides human scale and proportion to the facade. The relationship of horizontal banding among buildings can unify the street elevation.

Commercial and Mixed Use: The commercial district must convey the hierarchy of the pedestrian experience through the development of horizontal rhythms. The height of the street level elevations (floor to floor) should be 20% greater than the upper floor to floor dimensions. A building base, middle and top should be strongly articulated through materials, details and changes in the plane of the wall. The retail storefront façade should be differentiated from the facade of the upper stories. (See figure 26) The street and storefront facade should be horizontal, contiguous and harmonious with the adjacent and facing structures. Storefront systems, awnings, and entrance doors should be selected to be harmonious and similar to the adjacent buildings' scale and proportion.



Figure 26

Institutional: Institutional structures such as civic buildings and churches convey hierarchy through larger massing, scale and proportion. The base of the building should be articulated separately from the upper floors to give the building weight and an appearance of solidity, reliability and endurance. The height of the first floor should be a minimum 20% greater than the height of the upper floors. To add to the formality of an institutional structure, an elevated first floor should be considered while complying with Federal and State ADA requirements (refer to Section VII.f). Additions to existing structures should respect the existing horizontal rhythms in order to maintain and enhance the original scale and proportion of the structure.

- b. Vertical Rhythms:** The breakdown of the building facades into vertical bays creates a sense of progression and scale to the streetwall as well as individual buildings. Vertical rhythms break down the length of a building while unifying the floors from grade to eave. Fenestration patterns will emphasize the vertical rhythms, see Section VI.d.

Commercial, Mixed Use, Multi Family Residential: Facades are to be articulated to express a vertical rhythm that is directly related to the structural columns and bays. Structural bays should not exceed 20 feet in width.

Structural elements and bays should be architecturally articulated on the facade to add interest, scale, proportion and detail. Structural bays should be recessed and/or projected approximately 6"– 12" to provide a variety of changes of plane, interest in light and shadow and to establish a hierarchy with the architectural elements. Some variation of facade materials from bay to bay is encouraged. No building facade that faces a street or pedestrian open space may have a blank uninterrupted length greater than 20 feet.

Institutional: The scale and proportion of institutional buildings should be appropriate to the function and use of the building. The scale of prominent civic buildings such as a village hall or central library would differ from a recreation

center. The facades of prominent civic buildings are to be articulated so as to distinguish them from their context. Emphasis of the vertical rhythms and structural bays should be minimized to provide a larger building mass to establish the hierarchy of the building. Vertical rhythms should reinforce the importance of the structure with 1 to 10 foot projections restricted to larger building masses that span 40-60 feet. The large-scale change in mass will establish hierarchy within the building facade. (See figure 27) Educational, recreational and public works facilities located near or adjacent to a residential district, should provide a contextual design sensitive to the neighborhood.

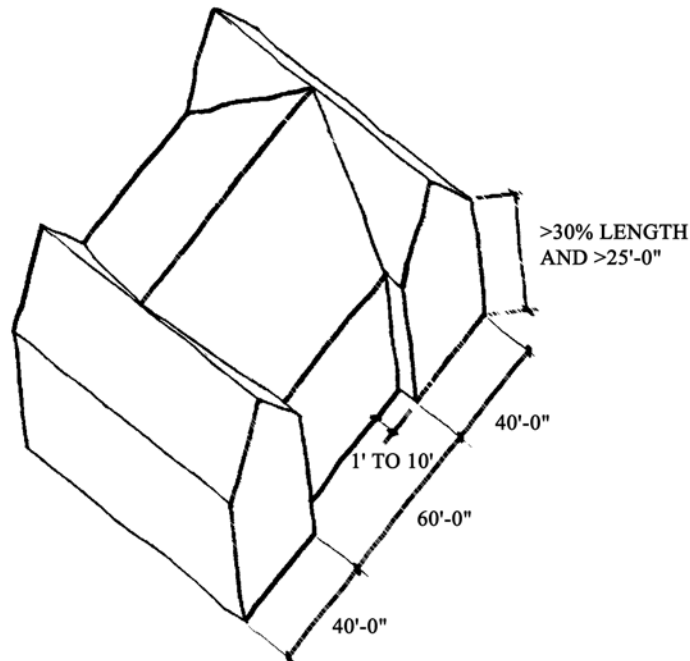


Figure 27

- c. **Facade Articulation:** Articulation is achieved through the combination of materials, introduction of detailing and changes in plane of the facade.

Commercial, Mixed Use and Multiple-Family Residential: Facade elements should be recessed and/or projected to provide a variety of changes of plane, interest in light and shadow and to establish a hierarchy with the architectural elements. Building facades are to be proportioned to respect human scale and the existing prevalent scale of the Village's architecture. No building facade that faces a street or pedestrian open space should have a blank uninterrupted length of wall greater than 20 feet. In addition, the proportion of the fenestration should comply with Section VI.d.

Commercial and Mixed Use: Ground floor /storefronts that face public streets, adjacent development or pedestrian open space should be subdivided using fenestration along no less than 60% of the facade.

Institutional: Civic and religious institutional buildings tend to be larger and the facade articulation should be restrained so that the massing is emphasized. Vertical rhythm should be created by the articulation of stacked windows and doors.

- d. Fenestration:** The pattern of wall penetrations is created by window and door openings.

Primary facades are defined as facades facing a street or pedestrian open space.

Secondary facades are defined as facades facing pedestrian parking areas or alleys.

Windows should be recessed back from the overall plane of the building facade at the window head and sill to create additional articulation and shadow.

Strip windows are not allowed.

Commercial and Mixed Use: In order to provide a desired proportion of fenestration the following guidelines should be met:

Primary facade: At least 60% of the first floor facade is to be windows/storefront or entrances. (See figure 28) At least 25% but no more than 40% of the upper floors are to be windows or doors. (See figures 29 & 30) Note: Percentage is based on the total facade square footage, which is calculated from the top of the first or ground floor to the top of second floor.



Figure 28



Figure 29



Figure 30

Secondary facades: At least 25% of the first floor facade is to be windows/storefront or entries. At least 25% of the upper floors are to be windows or doors. Note: Percentage is based on the total facade square footage, which is calculated from the top of the second floor to the underside of roof eave.

Institutional: Since most institutional buildings are freestanding and larger in scale, the fenestration pattern does not vary much between the primary and secondary facades. To provide a desired proportion of fenestration and to promote an appearance of solidity:

Ground floor façade: Windows or doors should interrupt 25% but not more the 50% of the wall area. Uninterrupted wall area should not extend for more than 20 feet without the introduction of blind niches or windows. Note: Percentage is based on the total facade square footage, which is calculated from the top of the first or ground floor to the top of second floor. (See figure 31)



Figure 31

Upper floor facades: At least 20% but not more the 50% of the upper floor's wall area should be interrupted by windows. Uninterrupted wall area should not extend for more than 20 feet. Note: Percentage is based on the total facade square footage, which is calculated from the top of second floor to the underside of roof eave. (See figure 31)

Multiple-family Residential: In order to provide a desired proportion of fenestration the following guidelines should be met:

Ground and upper floor facades: At least 35% but no more the 60% of the façade should be windows or doors.

- e. **Hierarchy**: The prioritization of certain building masses, components or elements over others.

Commercial and Mixed Use: The hierarchy of public over private spaces should be conveyed by the facade. Public or retail spaces should be open and inviting through the introduction of storefronts with doors integral to the system. Private or office/residential spaces should have a separate entrance articulated independently from the storefront. (See figure 32)

Institutional: The primary facade should have a distinct public main entrance.

Multiple-family Residential: Multiple-family residences should have a distinct and articulated common entrance on the main facade(s). Town homes should have individually articulated entrances.



Figure 32

VII. Articulation

- a. Entries:** Proportion, scale, location and details should be used to differentiate public entrances from private or semi-private entrances at all uses.

1. Hierarchy

Commercial, Mixed Use and Institutional: The identity of the public entrance should be evident from the public way and differentiated from the semi-public and private entrances. Public entries should have a large-scale approach and be open and inviting whereas semi-public and private entries are integral to the adjacent building facade and more opaque.

Multiple-family Residential: Proportion, scale, location and details should be used to differentiate common entrances from private entrances.

2. Location

Commercial and Mixed Use: Public entrances should be located along the main thoroughfares and at corners. Private or semi-private entrances should be located either to the side of a single bay building or centrally for a multiple bay building.

Institutional: Public entrances, both main and secondary, should be located in a central location on the main facade or along major access routes or vistas. Services entrances should be remotely located from the open public space and not visible from the main public approach.

Multiple-Family Residential: Common entries will be oriented toward the main street or thoroughfare. Garage entrances should be oriented toward a secondary street, alley or away from the pedestrian way.

3. Detail

Commercial and Mixed Use: Typically, private or semi-private entrances should have a predominately solid door and be set in a masonry opening nearly flush to the building facade whereas the public or storefront doorway should be recessed and have an awning so as to provide protection from the elements for shoppers. Building entrances can be further defined by using subtle streetscape improvements such as pavers. Residential entrances should be clearly identified and dignified.

Institutional: Generally the public entrances are detailed to stand out on a facade through the use of articulation and location. In order to be open and inviting, public entrances should incorporate larger expanses of glass than secondary entrances.

b. Window and Door Fenestration:

Commercial, Mixed Use, Institutional and Multiple-family Residential: Punched single or ganged windows are required at upper floors but not allowed at street level on primary facades in commercial buildings. A combination of ganged and single units within the punched opening is encouraged to provide hierarchy to the facade. It is encouraged that the sill height of upper level windows align with adjacent buildings but should not be higher than 30" above finish floor elevation. See Section VI.d. Mullion and muntin divisions are required to maintain the scale of the districts and reduce large expanses of glass at the upper floors. (See figure 33) Strip windows are not allowed.



Figure 33

Commercial and Mixed Use: Storefront windows are required in commercial buildings on the primary facade at street level. Storefront windowsill heights cannot exceed 18". Secondary facades are encouraged to provide punched display windows to define the hierarchy of the primary facade over the secondary. (See figure 34)



Figure 34

Mixed Use and Multiple-Family Residential: Bay windows are allowed on upper stories of mixed-use buildings if the upper floors are designated residential and on upper stories of multiple-family residential buildings. Bay windows are to project a maximum of 12". (See figure 35)



Figure 35

c. Building Lighting

Commercial, Mixed Use, Institutional, Multiple-Family Residential:

1. Exterior Uses and Types: Exterior building lighting should be carefully designed. Incandescent and low voltage lighting may be allowed. Fixtures should be contextual with the building and adjacent building design. Building lighting should focus on providing light on building signs and enhancing architectural details on the facade. All lighting shall be located and shielded from direct visibility from any dwelling or public street per the Winnetka Village Code. Wall lanterns and architectural highlighting should be considered. Sodium and fluorescent lighting is not allowed. (See figures 36 & 37)
2. Sign Illumination: Signs located within 100 feet of the boundary of any residential zoning district may not be illuminated, per the Village Code.
3. Interior: Fluorescent lighting with exposed fluorescent lamps is discouraged in street-level interiors where visible from the public way.



Figure 36



Figure 37

d. Building Signage

Commercial signs should reflect the character of the building style, while expressing each store's individuality. There are several prominent sign styles that are appropriate to Winnetka: surface mounted, pin-mounted, interior, decal and projecting blade signs. Sign materials are limited to painted wood, canvas, architectural glass and metal. Sign color must harmonize with the building upon which it is mounted and adjacent structures. Lettering color can be unique to the image of the retailer/user. Metal sign and plaque material such as brushed bronze, antique bronze, aluminum, stainless steel and painted cast iron or similarly appearing materials are preferred. Highly reflective metallic signs are not allowed. Signs should be lit by marquee or spot lighting; neon lighting is not permitted. Spot lighting should be minimal and unobtrusive and, per the Village Code, the source of illumination shall not be visible from any street, sidewalk or dwelling. Simplified industrial light fixtures are not permitted. Contextual solutions are recommended. The majority of the signs will be mounted within the building's sign band, defined as the wall area located above the ground floor storefront opening and below the second floor windowsill, and is located a minimum of 8'-0" above grade and a maximum of 15'-0" above grade. (MC-01-2023, amended, 01/17/2023)

Signs must comply with the general provisions of the Winnetka Sign Ordinance as well as design provisions contained within these Design Guidelines.

1. Surface mounted commercial signs are either fabricated from painted wood or cast metal plaques and are to be mounted within the sign band or within the storefront transom. The height of the sign is restricted to 75% of the area of the sign band or 14 inches - whichever is less. The sign band of a building consists of the area located above the ground floor storefront opening and below the second floor windowsill, and is located a minimum of 8'-0" and a maximum of 15'-0" above grade. Refer to figures 28, 29, and 30 for location. Surface mounted or pin-mounted signs are not permitted on secondary elevations without a defined sign band.
2. Pin-mounted commercial signs consist of reverse channel, cast metal and flat cut metal letters mounted above the storefront in the masonry sign band or suspended in front of the storefront at the transom or recessed entry. The size of the lettering is restricted so that the height of the letters does not exceed 75% of the height of the sign band or 14 inches - whichever is less. The length of the lettering is to be contained within 75% of the length of the sign band. (See figure 38)



Figure 38

3. Projecting blade commercial signs can be round, square or vertical, mounted from the face of the building at the second floor level between the windows or at the head of the storefront and are oriented to pedestrian scale. The signs are to be mounted on fixed hardware; no swinging or chain-mounted signs are allowed. The dimensions of the sign are not to exceed 6 square feet (36" high and 24" deep) (See figure 41). If illuminated, the signs should be lit with an unobtrusive light source.

*Figure 39 & 40
MC-01-2023, Removed, 01/17/2023*



Figure 41

4. Incidental wall signs such as building management identification and directory signs should be integrated into a single sign and be constructed of brushed bronze, antique bronze or painted cast iron. Such signs should not be placed on the prominent street front facade and should be directed to public residential entries (MC-01-2023, amended, 01/17/2023)

e. Awnings and Banners

Awning scale and proportions are to be appropriate for the building on which they are mounted as well as the adjacent structures. It is highly recommended that awnings be uniform in size, shape (except for arched openings, see “Forms” below) and color in order to unify multiple storefronts within a single building. The length of the awning is to be restricted to the length of the storefront opening; awnings must not continue over masonry piers. The vertical and horizontal dimension should be proportional to the overall projection of the awning. (See figure 42)



Figure 42

Awning projection is preferred at 36 inches, but awnings will be considered which range from a minimum of 24 inches to a maximum of 36 inches. Projection depth should match the existing adjacent awnings provided they comply with the acceptable minimum and maximum projection. Awnings should be placed at a minimum height of 8 feet above the sidewalk. If awnings are lit it should be from an outside source; no backlit awnings are allowed.

Forms: Awning forms are to conform to the general shape of the opening. Arched openings are to receive ½-round domed awnings, whereas rectangular openings are to receive rectangular, gently sloping; planar forms with closed ends. Valances may be fixed or loose.

Mounting: Awnings may be fixed or retractable. Retractable awnings must be kept either in the fully projected position or the fully closed position. Fixed awnings are to have concealed rigid metal frames. Retractable awnings should have a canopy cover and automatic retractable rollers mounted to the building. Underpanels are not desired. Frames should be painted to match or compliment the color of the awning cover material or its underside.

Materials: The awning material should be taut, not relaxed. Awning materials may include matte finish painted army duck, vinyl-coated cotton, acrylic-coated polyester, and vinyl-coated polyester or cotton and solution-dyed acrylic. All materials should receive silkscreen, painted, cutout lettering, heat color-transfer, pressure sensitive vinyl films or sewn appliqué signs. Awning signs and logos are limited to a height of six inches, and may be placed on the valance only.

Colors: Awning and banner colors must take into account the color selection of the surrounding materials, buildings, signs, awnings, and image of the retailer/user and district. All awnings located on the same building must be the same color. Colors should enhance and compliment the building and are restricted to earthtones and primary and secondary colors. Final color selection is contingent on approval by the Design Review Board and compliance with the Village awning ordinance.

Banners should be considered as identification of commercial districts. Banners may be location, event, holiday or sponsor specific and can create a unifying thread between the independent districts. Banners are to be mounted on existing poles by fixed brackets and hardware. The Design Review Board must approve the final design.

All new or replacement Awnings and Banners must comply with Village Ordinances and the Design Guidelines.

f. ADA Compliance:

Federal and State regulations require all public spaces to be accessible. Accessibility alterations shall allow access from either the primary or the secondary facade; additions of elevators or ramps should be designed as an integral element of the building.

Entrances: Commercial and mixed-use facilities should provide first floor access from the primary or secondary facade.

Elevators: Where possible, elevators should be incorporated into the existing building envelope. If physically impossible, the elevator and stair core can be located on the exterior of the building but should be located so as not visible from the main public way.

Ramps: Where required, the slope of the ramp should be as gradual as possible to eliminate the need for handrails. Although a 1:12 slope is permitted, 1:20 is encouraged. A ramp should be an integral design element, reflecting the design of the building it serves and surrounding site. This can be accomplished by concealing the ramp behind a low screen wall.

g. Mechanical Equipment

1. Location

Mechanical Equipment must not be visible from pedestrian view. Roof top equipment should be located either in the center of the roof or in one corner away from the street elevation so as not to be visible from the primary or secondary approach.

2. Screening

For at-grade equipment screening, see Sections IX.a (p.26), X.c.9 (p. 33), and XI.d.5 (p.57).

Mechanical equipment located at grade should be screened from view with a fence or wall that is constructed of the same materials as the adjacent building. Rooftop equipment that cannot be located out of view should be screened by walls constructed of materials sympathetic to those of the primary facade.

VIII. Materials

Building materials throughout the districts consist primarily of masonry and stucco. The existing buildings currently have a good palette of colors, textures and material mixes from which new materials should be selected. The masonry palette consists of wirecut, smooth and textured modular brick and rough-face and dressed limestone veneer. Rough-faced limestone should be limited to accent or base pieces only. The brick color palette should be restricted to those present in the district but can vary in color from reds to yellows and have varying levels of iron spotting. Pink or orange brick is not allowed.

English Tudor buildings obtain some of their character from the mix of materials used in the upper floors. Creative use of material combinations is encouraged to break up the massing. The number of facade colors should be minimized to maintain unified districts – white and cream stucco with reds and browns, emphasizing earth tones and eliminating saturated colors.

Commercial and Mixed Use: Acceptable materials include modular brick, rough-faced or dressed limestone and exterior grade stucco with wood trim. Wood, aluminum or vinyl siding, metals, rough/random lannon stone, concrete block (split face or smooth) and glassblock are not acceptable materials. EIFS may be allowed if the location is limited to the second floor facades or higher and the finish and articulation are acceptable. The finish of the EIFS must resemble exterior grade stucco of the historic English Tudor buildings in the Village.

Institutional: Institutional buildings are encouraged to have monochromatic material selection such as modular brick, or rough-faced or dressed stone. Wood, aluminum or vinyl siding, metals, rough/random lannon stone, concrete block (split-face or smooth) and glassblock are not acceptable materials. EIFS may be allowed if the location is limited to the second floor facades or higher on secondary facades only and the finish and articulation are acceptable. The finish of the EIFS must resemble exterior grade stucco of the historic English Tudor buildings in the Village.

Multiple-Family Residential: Acceptable material for multiple-family structures includes modular brick, limited areas of dressed limestone, and exterior grade stucco with wood trim. Wood siding is allowed on secondary facades on upper floors only. Aluminum or vinyl siding, metals, rough/ random lannon stone, concrete block (split face or smooth) and glassblock are not acceptable materials. EIFS may be allowed if the location is limited to the second floor facades or higher and the finish and articulation are acceptable. The finish of

the EIFS must resemble exterior grade stucco of the historic English Tudor buildings in the Village.

Acceptable Materials:

a. Primary Facade

Commercial, Mixed Use, Multiple-Family and Institutional

Modular face brick (See figure 43)
Limestone (Limited to partial first floor only. Limestone is to be integrated with brick for multiple-family residential) (See figure 44)
Cast stone, which clearly simulates stone, is limited to accent pieces such as belt courses, sills and shoes. (Split face or rusticated are not permitted.)
Exterior grade stucco with wood trim (See figure 45)
Wood siding (Multi family Residential only)



Figure 43

b. Secondary Facade

Commercial, Mixed Use, Multiple-Family and Institutional

Modular face brick (See figure 43)
Modular common brick
Dressed limestone (Limited to first floor only) (See figure 44)
Cast stone, which clearly simulates stone, is limited to accent pieces such as belt courses, sills and shoes. (Split face or rusticated are not permitted.)
Exterior grade Stucco with wood trim (See figure 45)
EIFS (upper floors only, troweled texture to resemble stucco) (See figure 46)



Figure 44

c. Roof materials

Commercial, Mixed Use, Multiple-Family and Institutional

Clay Tiles (See figure 47)
Cement Tiles and Shingles
Ceramic Tiles that simulate natural materials.



Figure 45

Architectural Series of Asphalt Shingles
(3 ply) (See figure 49)
Wood Shingles (Fire treated)
Slate (See figure 48)
Real Copper (No other metal roofs are
allowed)



Figure 46

Institutional only

Flat roofs must be hidden by parapet
on primary / secondary facades.

Commercial and Multiple- Family

Flat roof must not be visible from
street, pedestrian, or open spaces.

d. Door and Window Materials:

Commercial, Mixed Use, Institutional,
Multiple- Family Residential:

Entry doors should be wood or aluminum stile and rail with varying degrees of glass. Public entry doors should be fully glazed whereas private and semi-private entries should be primarily solid panel doors. Storefront window units should be either paneled aluminum or brass. Many original storefronts, some with transom windows, remain in the districts. Efforts should be taken to repair and renovate these systems where feasible. Window frames should be wood, steel or aluminum. Vinyl windows are not acceptable. Muntin divisions should be real divided glass or simulated with spacer bars. Snap-in muntins are not acceptable. Color selection should be sympathetic with the overall building color palette and take into account the adjacent building materials within the structure, immediately adjacent structures, structures within the same block and structures across the street.

Entry door hardware is to be exterior grade with weather-resistant finish. Hardware design and finish is to be appropriate with facade articulation, color palette and district character. Glazing should be clear glass without tint or film.



Figure 47



Figure 48



Figure 49

Garage doors should be designed to replicate stile and rail paneled doors if they are in view of the public or pedestrian way. The doors can be constructed of wood. Overhead rolling doors are allowed.

IX. Service, Secondary Facades and Parking Structures

- a. **Service Areas:** Service areas allow for loading zones and dumpster placement. Commercial, Mixed Use, Institutional, and Multiple-Family Residential: Service areas are to be located off secondary streets or alleys out of public view. If a service area is visible from the public view, the service area is to be treated with screening approximately 6'-8' tall to match adjacent building elevations.
- b. **Secondary Facade(s):** Fenestration of secondary facades should comply with Section VI.d. When a secondary public entrance is located off a parking area or alley, the alley is to be treated as an extension of the public walkway, and the building entrance is to be articulated to differentiate it from private or semi-private entrances.
- c. **Parking Structures:** As new developments occur within the business districts, multiple-family residential and institutional areas, parking structures may be incorporated into their designs in order to meet parking needs. Parking structures should be located remotely from primary streets and should not be visible from the public way. All parking structures should provide a safe and pleasant pedestrian entrance and exit from the structure. Parking structures servicing the commercial districts should integrate into the surrounding architectural fabric. Structures serving residential buildings should relate to the architectural fabric.

Parking structures at a commercial development should be incorporated into the design of the development so that they blend into the building's architecture, scale, and surrounding streetscape context. Integrated parking structures should provide a seamless and non-evident appearance of parking. Their scale and mass should be compatible with the standards set forth in these design guidelines. Building materials, details, and articulation should be consistent with that of the overall development and surrounding context when visible from the public way.

Adequate vehicular and pedestrian access into the structure, ADA compatibility, safety, lighting, and ventilation issues must be addressed.

Please see Vehicular Zone Landscape in Section XI.d for information on parking structure landscape requirements.

1. Massing: The parking structure should comply with the general commercial and mixed-use building massing guidelines (Section V) with the following exceptions. The parking structure should contribute to the continuous "streetwall" along the primary thoroughfares and respect the adjacent setbacks of existing buildings. Heights of the parking structure are delineated in this guideline under Parking Lot Standards. Freestanding residential parking structures should be adequately screened from view.

2. Proportions and Rhythms: Parking structures are to conform to the general commercial and mixed-use proportions and scale guidelines as outlined in Section VI.

The horizontal and vertical rhythms of the structure should enforce the rhythms established by the immediately adjacent and facing structures in order to unify the streetwall. Structures abutting a primary or secondary way should maintain a screen wall with a maximum of 20% openings and a maximum frontage at grade of 30 feet. Parking structures with street frontage that exceeds 30 feet should incorporate sales tax generating uses at the ground level so that the streetwall continues to offer the pedestrian shopping experience. The storefront at the sales tax generating use should comply with the General Commercial and Mixed-Use Guidelines. Off the primary and secondary streets, the parking structure expansion is limited by the current zoning ordinance. Parking structures serving residential units should also contain a screen wall and conform to the general multiple-family design guidelines. Freestanding parking structures should not exceed 14 feet in height above adjacent average grade or top of curb to the upper parking deck.

3. Articulation: The pedestrian entrance should be clearly articulated independent of the adjacent screen wall. The first floor screen wall should display the proportions and rhythms as indicated above while incorporating appropriate articulation. Shallow blind niches and recesses as well as expressed columns are encouraged to break down the screen wall and provide scale. Integral way-finding signs, street furniture, trash receptacles, newspaper corrals, drinking fountains and public art are encouraged as design elements at the screen wall.

4. Materials: The parking structure must be clad in the materials palette identified in Section VIII. Monochromatic or limited material combination is encouraged to downplay the hierarchy of the structure. Exposed concrete facades are not permitted, although cast stone accent and cladding materials units are acceptable. Parking structures serving residential units must apply creative material selection per the general multiple-family design guidelines. Material selection may be limited to less expensive material when not visible from the public way.

**Winnetka Design Review Board/Sign Board of Appeals Meeting Minutes Excerpt
October 17, 2024**

Members Present:

Katie Moor, Chairperson
Fritz Duda
Colin Kennedy
Heather Niehoff
Michael Ritter

Members Absent:

Paul Konstant

Village Staff:

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

a. Case No. 24-24-V2: 933 Green Bay Road - New Commercial Building: A Certificate of Appropriateness for the proposed design of a new one-story commercial building and site improvements at 933 Green Bay Road. The Village Council has final jurisdiction on this request.

Ms. Klaassen identified the property's location, zoning classification and surrounding properties as well as the building to be removed. She also referred to site photos of the building to be removed and surrounding buildings. Ms. Klaassen identified the site's access and described the proposed building and site plan in detail. She stated the one story building would be designed to appear as a two story building and described the materials to be used shown in the renderings. Ms. Klaassen then described the proposed landscape plans. She informed the Board the proposed development required zoning relief with the remaining building being legally existing nonconforming as well as relief being requested from parking requirements. Ms. Klaassen stated the Historic Preservation Commission is to consider the demolition application at their November meeting with the ZBA meeting to considering the zoning relief having not yet been scheduled.

Ms. Klaassen referred to the factors the Board is to consider with regard to the Certificate of Appropriateness and noted no written public comment was received. She stated following the applicant's presentation and Board deliberation, the Board may wish to consider approval or denial and that a draft recommendation is included on page nos. 29 and 30. Ms. Klaassen then asked if there were any questions.

Chairperson Moor also asked if there were any questions. No questions were raised at this time. She then asked for the applicant's presentation.

Mitch Goltz, with GTZ Properties, the contract property purchaser, described the property as unique and landlocked, which is why they planned to keep the rear building and an abutting wall to the north. He informed the Board they considered every alternative with regard to using the existing building and stated the rear building would be occupied by a specialty tenant. Mr. Goltz described the proposed building which would be similar to the existing building's footprint, walkway and courtyard. He referred to the tenant's showroom's proposed floor plan and also identified the proposed material board. Mr. Goltz stated they are working with the Village with regard to an easement in the rear for utility access. He then asked if there were any questions.

1 Mr. Duda asked what drove the need for the “second story” appearance. Mr. Goltz explained the need
2 for the ceiling height in terms of first floor ceiling height, mechanicals, etc. He stated they do not want the
3 building to look fake and it was done in this manner to break up the façade. Mr. Duda asked if there is a
4 way to encourage the neighbor to clean up the existing fence. Mr. Goltz described the fence and
5 landscaping to be used in the rear as well as the proposed signage. Gary Evan, Design Studio 24, provided
6 brick and stone material samples to the Board for their review. He also described the spandrel glass to be
7 used in detail.
8

9 Ms. Niehoff stated due to the tenant and constraints, she commented she liked the building scale. She
10 then stated the design did not meet the design guidelines and she did not understand what the design
11 style is supposed to be. Ms. Niehoff referred to the character of existing buildings in the Hubbard Woods
12 design district and suggested the use of something more traditional. She also stated the proposed material
13 choices are not something they would typically support.
14

15 Mr. Goltz stated they considered surrounding buildings and questioned the Board’s opinion of The Shade
16 Store building. He then asked the Board for suggestions. Chairperson Moor stated they want to be careful
17 in terms of material selections. Ms. Niehoff referred to certain aspects of the proposed materials. Mr.
18 Evan informed the Board the computer generated renderings may not appear accurate. Mr. Goltz
19 suggested the brick can be changed to meet the Board’s suggestions and asked for additional feedback.
20 Chairperson Moor agreed the rendering may be the issue and suggested the use of a richer looking
21 material would be better received in the context with other buildings on the block. Ms. Niehoff referred
22 to the material’s quality such as the faux cornice and limestone and suggested the use of larger window
23 openings. Mr. Goltz confirmed they are not requesting signage approval at this time.
24

25 Ms. Niehoff summarized the Board’s suggestions to include consideration of the quality of the materials
26 as well as the building having more architectural character. Mr. Ritter suggested making the first floor
27 door and windows taller. Mr. Goltz explained the reasoning for the proposed first floor window and door
28 heights. Chairperson Moor suggested adding different architectural detail as opposed to windows on the
29 second floor and referred to The Shade Store as a model. The Board Members discussed several options
30 to break up the façade often referencing examples of such options from the Shade Store design and
31 agreed the awnings and light fixtures are fine. Mr. Goltz offered to provide new renderings with images
32 of code compliant signage included. He added they have considered use mural art on the existing wall
33 that is to remain facing Walgreen’s. The Board Members agreed with Mr. Goltz’s suggestion.
34

35 Chairperson Moor asked for a motion to continue the matter to the November 21, 2024, meeting. A
36 motion was made by Ms. Niehoff to continue the matter to the November 21, 2024, meeting and asked
37 the applicant to consider the quality of the materials including change to natural limestone, removing
38 EIFS, cast stone, and metal copings from the project as well as looking at the detailing of brickwork to
39 increase interest and shadow within the wall. She also stated the potential for a mural or artwork on the
40 south wall of the existing building abutting the Walgreen’s lot was discussed to visually activate the wall
41 and create a special experience. Mr. Kennedy seconded the motion. A vote was taken and the motion
42 unanimously passed, 5 to 0:

43 AYES: Duda, Kennedy, Moor, Niehoff, Ritter

44 NAYS: None
45
46

**Winnetka Design Review Board/Sign Board of Appeals Meeting Minutes Excerpt
November 21, 2024**

Members Present:

Fritz Duda, Acting Chairman
Colin Kennedy
Paul Konstant
Michael Ritter

Members Absent:

Katie Moor
Heather Niehoff

Village Staff:

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

Continued Applications:

a. Case No. 24-24-V2: 933 Green Bay Road - New Commercial Building: A Certificate of Appropriateness for the proposed design of a new one-story commercial building and site improvements at 933 Green Bay Road. The Village Council has final jurisdiction on this request. *This item was continued from the October 17, 2024, Design Review Board meeting.*

Chairman Duda referred to the Board's comments made to the applicant at the previous meeting with the application being continued to this meeting. Ms. Klaassen referred to the Board's consideration of the application at the October 2024 meeting and summarized the Board's comments relating to the building materials and lack of architectural character. She noted the building layout and size remained the same and identified the primary changes made by the applicant. Ms. Klaassen noted while the proposed wall sign complied with code requirements, the projecting sign's size over the walkway required a Sign Code variation. She stated the updated renderings also include a 4-foot-tall wrought iron fence she identified to replace the wooden fence to the south with the applicant working with the neighboring property owner on the replacement of the existing wood fence with the proposed wrought iron fence represented in the updated renderings. Ms. Klaassen then identified the zoning relief being requested by applicant, which is not within the Board's purview but provided for the Board's information. She informed the Board the Historic Preservation Commission approved the demolition permit without delay and that the ZBA's discussion of the zoning variations primarily focused on parking and the impact of an unknown tenant, with the ZBA ultimately providing a recommendation of approval.

Ms. Klaassen referred to the items the Board is to consider relating to the Certificate of Appropriateness and stated following the applicant's presentation and public comment, the Board may either recommend approval or denial with draft language included in the packet, or the Board could continue the item to a specific date to allow the applicant or staff time to address Board members' comments and concerns. She then asked if there were any questions. No questions were raised at this time.

Chairman Duda asked for the applicant's presentation. Mitch Goltz stated in response to the Board's comments at the October meeting, they are providing an updated material board for the Board's review. He stated a major transformation was made to the colors and materials which would include high quality masonry and brick detail. Mr. Goltz informed the Board that the neighboring property is happy about the new fence and described the new fence to be installed. He then referred to renderings of both facades

1 with and without signage and identified the Visual Comfort lighting store as the front tenant and Winnetka
2 Wellness as the rear tenant, both of which would have code compliant signage. He then asked if there
3 were any questions.
4

5 The Board Members commented the revisions looked fine. Chairman Duda then asked for a motion. Mr.
6 Konstant asked the applicant if they considered the use of a steel fence. The applicant responded they did
7 and the new fence would be consistent with the area.
8

9 Chairman Duda again asked for a motion. A motion recommending approval of a Certificate of
10 Appropriateness for the request as presented was made by Mr. Ritter and seconded by Mr. Kennedy. A
11 vote was taken and the motion unanimously passed, 4 to 0:

12 AYES: Duda, Kennedy, Konstant, Ritter

13 NAYS: None
14

DRAFT



MEMORANDUM VILLAGE OF WINNETKA

COMMUNITY DEVELOPMENT DEPARTMENT

TO: ZONING BOARD OF APPEALS
FROM: ANN KLAASSEN, ASSISTANT DIRECTOR
DATE: NOVEMBER 14, 2024
SUBJECT: 933 GREEN BAY ROAD – NEW COMMERCIAL BUILDING
VARIATIONS (CASE NO. 24-24-V2)

INTRODUCTION

On November 18, 2024, the Zoning Board of Appeals (ZBA) is scheduled to hold a public hearing on an application submitted by Mitch Goltz (the “Applicant”), as the contract purchaser of the property located at 933 Green Bay Road (the “Subject Property”). The Applicant is proposing to demolish more than 50% of the existing building floor area on the Subject Property and to construct an addition onto the remaining portion of the existing building resulting in what the Village Code considers construction of a new **one-story commercial building** on the Subject Property. The Subject Property is owned by the Joanne Baker 2013 Living Trust Dated August 6, 2013, who has authorized the Applicant to submit applications requesting approval of the following relief:

1. Approval of the following **zoning variations**:
 - a. **Front Yard Setback (Green Bay Road)** of 98.8 feet to a portion of the existing building that is to remain, whereas the maximum front yard setback shall be no more than 3 feet, a variation of 95.8 feet [Section 17.46.030 Lot area and density];
 - b. **Interior Side Yard Setbacks.** A side yard setback is not required, but when a side yard is provided a minimum of 3 feet is required [Section 17.46.030 Lot area and density]:
 - i. **North Side Yard Setback** of 0.21 feet to the existing portion of the building that is to remain, whereas a minimum of 3 feet is required, a variation of 2.79 feet (93%);
 - ii. **South Side Yard Setback** of 0.18 feet to the existing portion of the building that is to remain, whereas a minimum of 3 feet is required, a variation of 2.82 feet (94%).
 - c. **Rear Yard Setback (East)** of 0.14 feet to the existing portion of the building that is to remain, whereas a minimum of 10 feet is required, a variation of 9.86 feet (98.6%) [Section 17.46.030 Lot area and density]; and
 - d. **Off-Street Parking** is not proposed on the site, whereas a minimum of six (6) off-street parking spaces are required for the new commercial building floor area, a variation of six (6) spaces (100%). [Section 17.46.110 Off-street parking].

The Applicant has also submitted the following applications:

- **Certificate of Appropriateness** for the design of the proposed building and associated site improvements.

- **Demolition** permit to demolish the front portion of the existing commercial building located on the Subject Property.

The Historic Preservation Commission considered the demolition application on November 4, 2024, and by a vote of 5-0 approved the demolition without delay. The Design Review Board (DRB) first considered the certificate of appropriateness on October 17, 2024, and continued the application until the next DRB meeting on November 21, 2024. Details regarding the DRB's consideration are provided later in this report.

A mail notice was sent to property owners within 250 feet of the Subject Property, in compliance with the Zoning Ordinance. Additionally, the hearing was properly noticed in the *Winnetka Talk* on October 31, 2024. As of the date of this memo, staff has not received any written comments 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 for a new principal building.

PROPERTY DESCRIPTION

The Subject Property, which consists of approximately 7,454 square feet (0.17 acres), is located on the east side of Green Bay Road, between Gage Street and Tower Road. Because the lot area is less than 10,000 square feet, redevelopment of the Subject Property does not require approval of a planned development, nor may the Applicant request planned development approval. The Subject Property contains an existing two-story mixed-use building that was previously occupied by *VJ Killian Plumbing Company* on the first floor and a residential unit on the second floor, and a one-story commercial building behind the two-story building that was also occupied by *VJ Killian Plumbing Company* (see Figures 1 and 2 below and on the following page). The buildings on the property are interconnected.

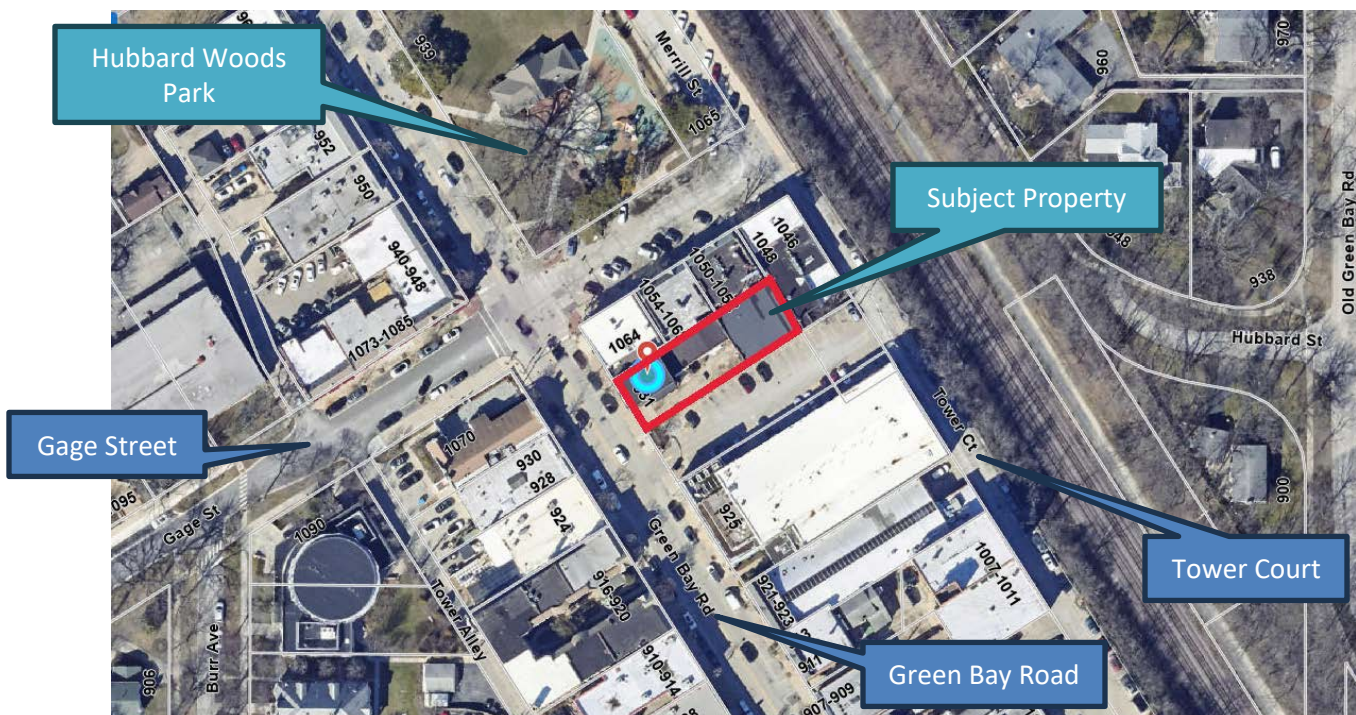


Figure 1 – GIS Aerial Map



Figure 2 – Subject Property

The Subject Property is zoned C-2 General Retail Commercial, and it is surrounded by the same. As shown in Figure 3 below, a portion of the Subject Property is located in the C-2 Commercial Overlay District.

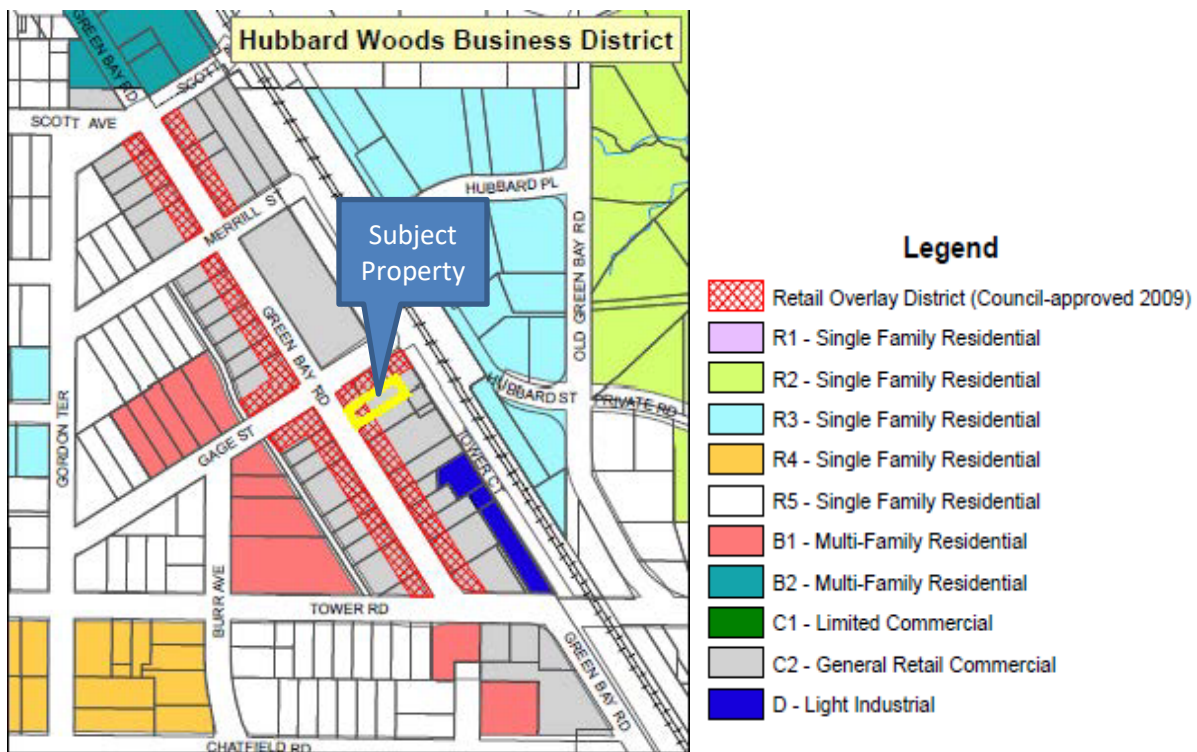


Figure 3 – Zoning Map

The Village's Comprehensive Plan designates the Subject Property as appropriate for commercial and mixed-use land uses as shown below in Figure 4.

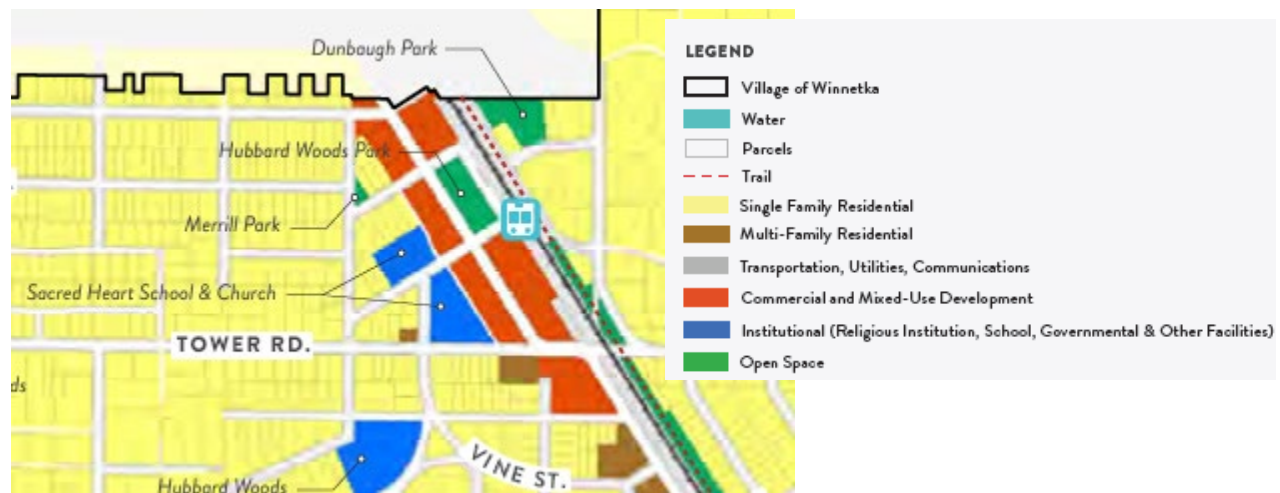


Figure 4 – Comprehensive Plan Land Use Plan Map – Winnetka Futures 2040 Plan

The Applicant's proposed use of the Subject Property as commercial is consistent with the Comprehensive Plan land use designation and the property's commercial zoning classification. To the north of the Subject Property, along Green Bay Road and on Gage Street, there are mixed-use buildings. To the south of the Subject Property is a private parking lot and a mixed-use building, which contains Walgreens on the ground floor and residential units above (see Figure 5). Across Green Bay Road from the Subject Property are commercial buildings. The Subject Property does not have access to Tower Court, the sole point of access is from Green Bay Road (Figure 1).



Figure 5 – Subject Property with Neighboring Properties

PROPERTY HISTORY AND PREVIOUS ZONING APPLICATIONS

The original date of construction of the building immediately adjacent to Green Bay Road is not able to be determined from Village records. In 1923, a building permit was issued to construct a one-story brick "shop" behind an existing building. Additional permits were issued in 1926 to construct the one-story brick building towards the rear of the Subject Property. Other minor permits have been issued over the last several years. There is one previous zoning case for the Subject Property. In 1926, the Zoning Board of Appeals granted a rear yard setback variation to allow construction of the one-story brick building.

PROPOSED PLAN

The Applicant intends to demolish all but the north wall of the two-story portion of the existing commercial building, while maintaining the existing barrel truss one-story brick building towards the rear of the Subject Property. The Applicant's plans include re-using the barrel truss building and constructing

a new one-story commercial building with a slightly larger footprint than the existing building that is proposed for demolition. The proposed building would have two commercial tenant spaces. As described by the Applicant in the attached application materials (**Attachment B**), the commercial space in the new building immediately adjacent to Green Bay Road, measuring approximately 4,000 square feet, would be occupied by a retail tenant, Visual Comfort & Company, which is a lighting store. The rear space would be extensively renovated for a second tenant; this space would be nearly 2,200 square feet and be accessed via a paver walkway from Green Bay Road along the southside of the proposed building.

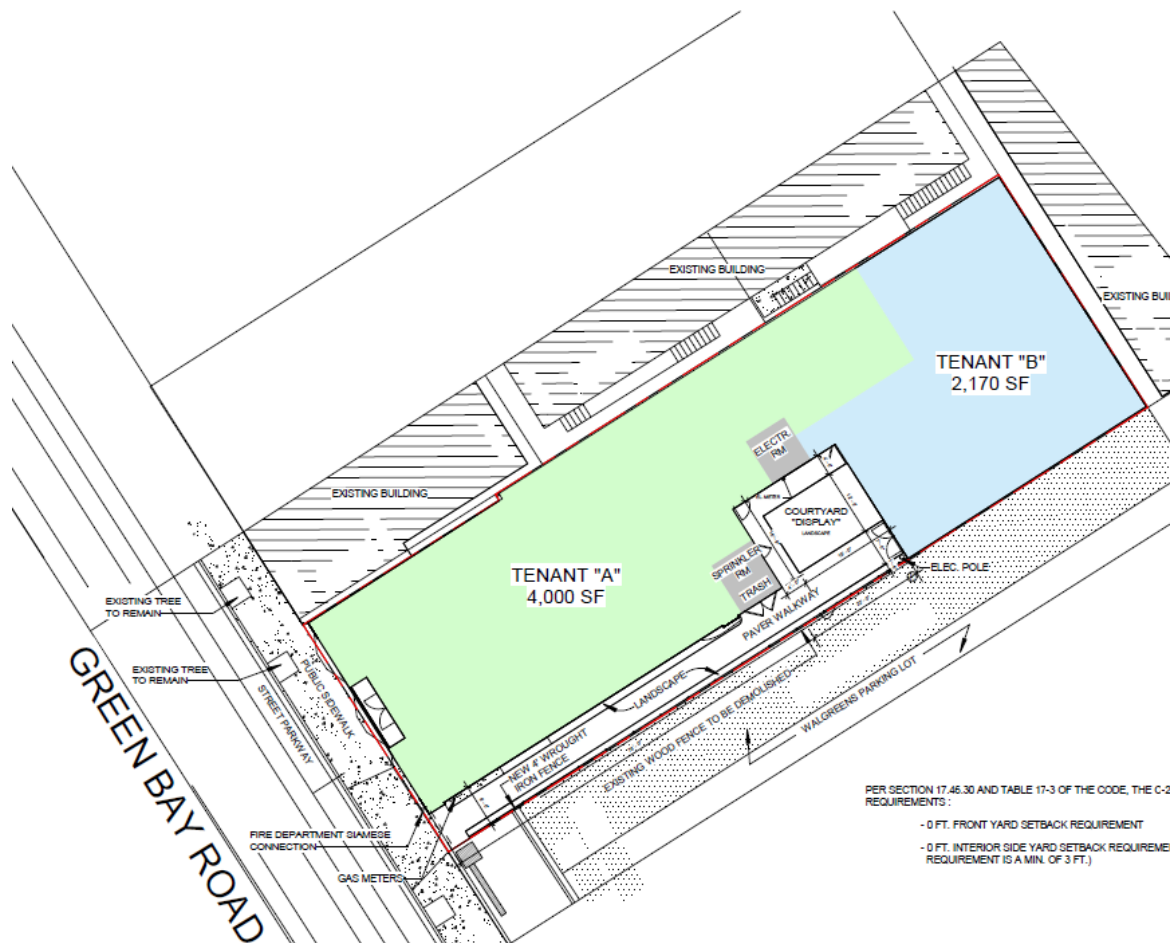


Figure 6 – Proposed Site Plan

The proposed plan also calls for removal of the existing curb-cut on the Subject Property. Consequently, no off-street parking would be provided on the site. The proposed building would be setback 8 feet from the south property line. Within this side yard, the Applicant is proposing a walkway that would be approximately 5 feet in width. The remainder of this 8-foot wide setback area would consist of landscaping along both sides of the walkway. The walkway would lead to the rear tenant space and a courtyard. The proposed site improvements also include a new 4-foot tall black wrought iron fence along the proposed walkway. There is an existing wooden fence on the neighboring property to the south that the proposed wrought iron fence is intended to replace. The Applicant is working with the owner of the property to the south regarding the fencing.

Excerpts of the proposed site plan, floor plan, building elevations, and renderings of the proposed building are provided above and on the following pages as Figures 6 through 12. The complete set of plans is provided in the application materials (**Attachment B**). In addition to the photo of the neighboring properties in Figure 5, the Applicant has provided additional photos of the adjacent properties as well as

photos of neighboring properties across Green Bay Road. These photos are also included in Attachment B.

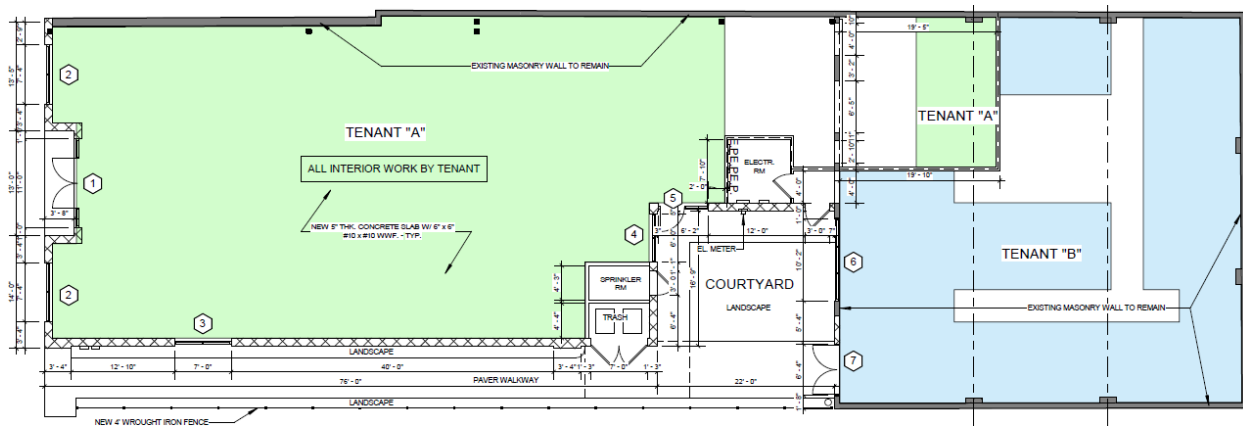


Figure 7 – Floor Plan



Figure 8 – Proposed Building Elevation - Context



Figure 9 – Rendering of Southwest Corner View



Figure 10 - Rendering of Northwest Corner View



Figure 11 - Rendering of Courtyard View



Figure 12 - Rendering of South View

Exterior Building Materials. The exterior of the proposed building would consist of a red brick intended to be compatible with existing buildings on the block. The building would have raised brick pilasters at the corners, with a traditional coved roof limestone cornice, limestone trim, and a limestone base sill. The brick on the existing building that is to remain would be painted red to match the proposed brick.

Black awnings are proposed above the entrance and the windows, as well as the window on the south side of the building. The south (side) elevation would have four wall-mounted trellises. Each trellis would measure 7 feet by 8 feet and be located above the limestone base. The trellises would consist of 2" by 2" steel tubing that would project 1.5" from the building wall and be painted black. Two different types of clematis are proposed to be planted in groups of five (5) below the trellises.

Exterior lighting. The proposed site improvements include installation of black wall sconces; two on the front elevation of the building, three along south elevation of the building, two on either side of the entrance to the rear tenant space, and two at rear entrances to the front tenant space. The light fixtures would be approximately 2 feet in length and 3.9 inches in width (Figure 13).

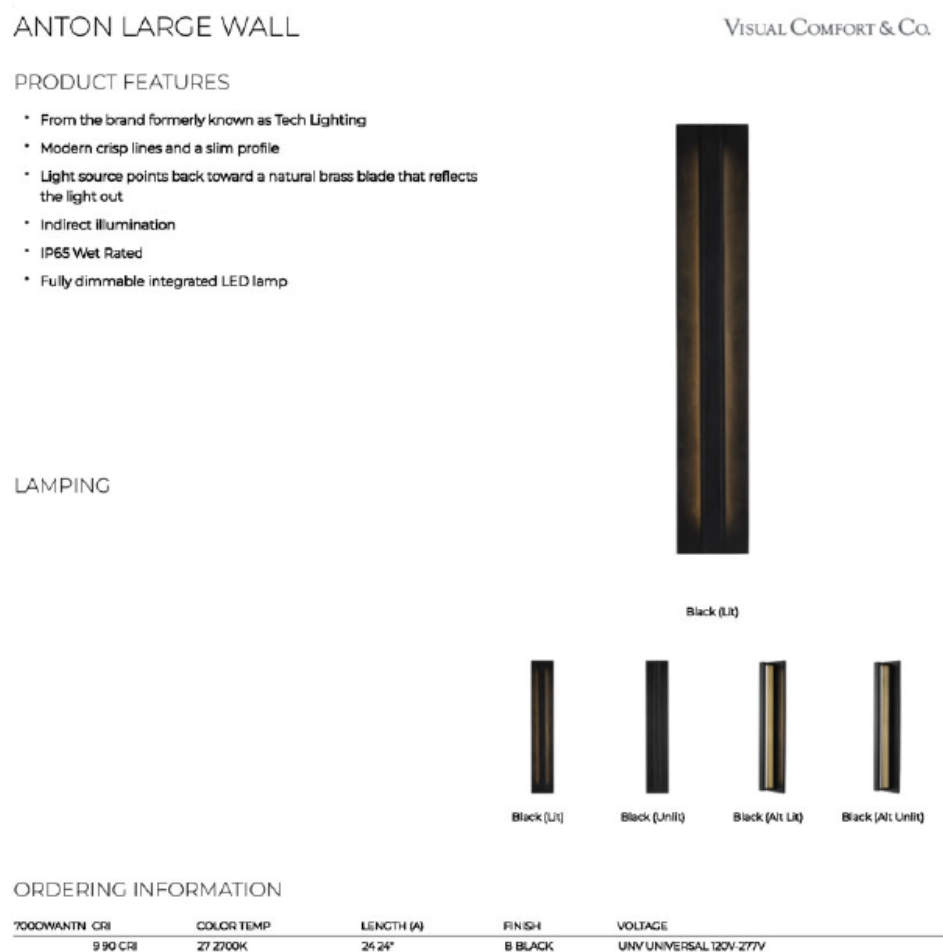


Figure 13 – Proposed Exterior Light Fixture

The air conditioning compressors would be located on the roof, screened by the parapet wall.

Landscaping and Hardscape. The Applicant intends to provide landscaping on both sides of the proposed paver walkway consisting of a variety of perennials and groundcover. Deciduous and evergreen shrubs, as well as ornamental grasses are proposed for the courtyard.

The paver walkway would consist of a common size brick in red (see Figure 15).



Figure 14 – Proposed Landscape Plan



Figure 15 – Proposed Brick Paver

The signage illustrated in the renderings earlier in this report will require approval by the DRB and is provided to give the ZBA a complete depiction of the proposed improvements. A sign permit with the details of the proposed signage will need to be submitted for consideration by the DRB.

VILLAGE STAFF REVIEW

Village staff has completed its review of the Applicant's plans submitted for the entitlement process. For the electric service, an easement will be required on the adjacent property to the south of the Subject Property to upgrade the electric service for the proposed development. Currently, there is not an easement for the existing service on the site. The Village Water & Electric Department is working on preparing the necessary easement, which will then be reviewed by the Applicant and the adjacent property owner. The Village Water & Electric Department will also require the electric meter and external disconnect to be located on the outside of the building. With regard to stormwater, given the entire Subject Property is currently covered with an impermeable surface, stormwater detention is not required. Also, because the Subject Property does not have alley access, refuse and recycling containers will have to be wheeled out to the front of the site by the property owner or tenants on the day of service.

REQUESTED ZONING RELIEF

The attached zoning matrix highlights the proposed development's compliance with the C-2 zoning district (**Attachment A**). Please note, the gross floor area and lot coverage limitations that apply to properties located in the residential zoning districts do not apply to properties located in the commercial zoning districts. Rather, the density regulations that apply to commercial properties are limited to setbacks and building height limitations.

Front Yard Setback. The maximum front yard setback shall be no more than three (3) feet. A portion of the existing building that is to remain is setback 98.8 feet from the west property line along Green Bay Road, exceeding the required setback by 95.3 feet. Therefore, the proposed development requires a variation of 95.3 feet. Of the 48.8-foot wide lot frontage, 8 feet (16%) of that frontage would not comply with the maximum front yard setback requirement. The **newly constructed portion of the building would comply with the front yard setback**.

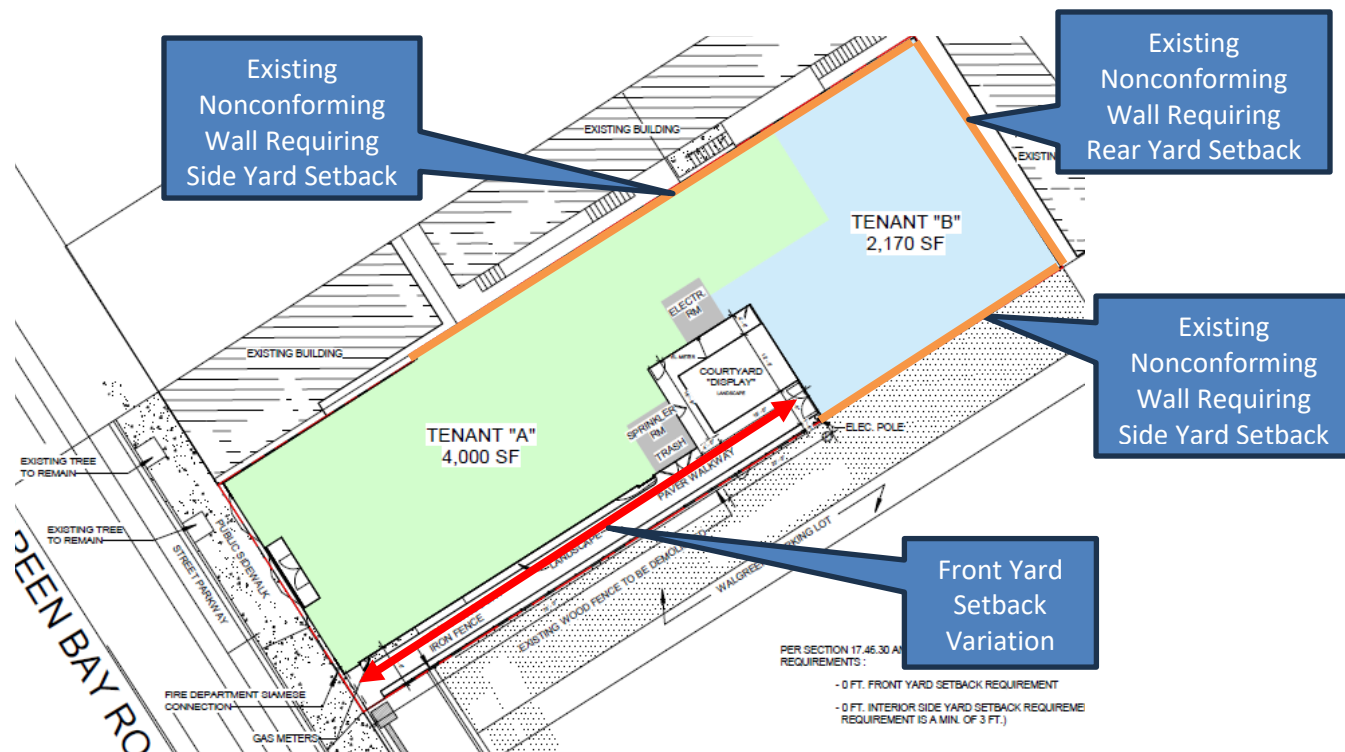


Figure 16 – Proposed Site Plan – Setback Variations

The purpose of a maximum front yard setback in the commercial districts is to create a more consistent storefront wall as one walks along the street level of a commercial district. Having buildings setback too far from the pedestrian sidewalk breaks up this continuity. However, there may be instances where varying from this requirement may not have a negative impact given the design of the development in the context of the neighborhood and other uses in the immediate vicinity.

Interior Side Yard Setbacks. A side yard setback is not required, but when a side yard is provided it must be at least 3 feet. The existing one-story building that is to remain is legally nonconforming with respect to the interior side yard setback requirement from both the north and south property lines.

North Side Yard. The existing one-story building is setback 0.21 feet from the north property line, requiring a variation of 2.79 feet (93%).

South Side Yard. The existing one-story building is setback 0.18 feet from the south property line, requiring a variation of 2.82 feet (94%).

The proposed new construction would provide a conforming side yard setback of 8 feet from the south property line.

Rear Yard Setback. A rear yard setback of 10 feet is required from the east property line. The existing building that is to remain is setback 0.14 feet from the west property line, encroaching the required setback by 9.86 feet. Therefore, the proposed development requires a variation of 9.86 feet (98.6%). In this instance, the rear lot line does not have access to a public alley, but rather it abuts another commercial lot, similar to the abutting lots to the north of the Subject Property.

Off-Street Parking. The newly constructed portion of the development is required to provide off-street parking. The Zoning Ordinance requires new commercial spaces that consist of 2,500 square feet or more of gross floor area (GFA) to provide two (2) parking spaces per 1,000 square feet of GFA. The calculation of GFA for parking does not include areas used for the storage of merchandise or materials, mechanical equipment rooms, restrooms, common area elements, and hallways. The calculable GFA of the new building would be approximately 3,200 square feet, which requires a minimum of six (6) off-street parking spaces. As explained earlier in this report, the proposed plan does not include any parking on the Subject Property. Therefore, a variation of six (6) parking spaces (100%) is required. For comparison, the existing portion of the building that is to be demolished and replaced contains approximately 2,478 square feet of first floor commercial space and 1,150 square feet of second floor residential space.

As the Board considers this request, the Board may wish to take into consideration the following initiative identified in the 2040 Winnetka Futures Plan, the comprehensive plan for the Village.

Initiative 2.5.6 - To ensure the Village's commercial districts maintain their traditional design and pedestrian friendly streetscapes, establish a clear policy delineating the Village's role and the private sector's role in providing parking for commercial uses and multi-family residential uses in the Village's business districts.

Consistent with this initiative, customer parking throughout the Hubbard Woods Business District is currently predominately provided by public on-street parking as well as public parking lots and a public parking deck. This has supported the Village's desire to have commercial districts with a traditional design and pedestrian friendly streetscapes.

CONSIDERATION BY OTHER ADVISORY BOARD/COMMISSION

As previously noted, the Design Review Board (DRB) considered a Certificate of Appropriateness for the proposed development on October 17, 2024. The design of the building presented at the October DRB meeting is provided in Figure 17.



Figure 17 - Building Design Presented at October 17, 2024, Design Review Board Meeting

After hearing from staff and the Applicant, and receiving no public comment, the DRB discussed the proposed design. Board members were complimentary of the scale of the proposed building but expressed concern about the quality of the building materials and the lack of architectural character. The Applicant agreed to make changes to address the comments and concerns of the DRB. The Board then continued the item to its next regular meeting on November 21 to provide the Applicant with an opportunity to respond to the Board's comments.

In response to the comments at the October DRB meeting, the Applicant has submitted revised plans, which are the plans being considered by the ZBA and represented in this memo. The DRB will consider the revised plans on November 21.

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 variations. 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 variations granting:

1. **Front Yard Setback** of 98.8 feet from a portion of the west property line along Green Bay Road, whereas a maximum of 3 feet is required, a variation of 95.8 feet [Section 17.46.030 – Lot area and density];

2. **Interior Side Yard Setback** of 0.21 feet from a portion the north property line, whereas a minimum of 3 feet is required, a variation of 2.79 feet (93%) [Section 17.46.030 – Lot area and density];
3. **Interior Side Yard Setback** of 0.18 feet from a portion of the south property line, whereas a minimum of 3 feet is required, a variation of 2.82 feet (94%) [Section 17.46.030 – Lot area and density];
4. **Rear Yard Setback** of 0.14 feet from the east property line, whereas a minimum of 10 feet is required, a variation of 9.86 feet (98.6%) [Section 17.46.030 – Lot area and density]; and
5. **Off-Street Parking** is not proposed on the site, whereas a minimum of six (6) off-street parking spaces are required for the new commercial space, a variation of six (6) spaces (100%). [Section 17.46.110 Off-street parking].

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

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

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

[The requested variations for the proposed one-story, commercial building should only be approved subject to the following conditions...]

ATTACHMENTS

Attachment A: Zoning Matrix

Attachment B: Application Materials

ATTACHMENT A

ZONING MATRIX

ADDRESS: 933 Green Bay Road

CASE NO: 24-24-V2

ZONING: C-2

ITEM	MIN/MAX REQUIREMENT	EXISTING	PROPOSED	DIFFERENCE BETWEEN PROPOSED & EXISTING	ZONING CODE COMPLIANCE (1)
Min. Lot Size	N/A	7,454 SF	N/A	N/A	OK
Min. Average Lot Width	N/A	49.69 FT	N/A	N/A	OK
Min. Lot Depth	N/A	150 FT	N/A	N/A	OK
Min./Max. Front Yard (Green Bay/West)	0 FT/3 FT	98.8 FT	98.8 FT	N/A	95.8 FEET (3,193%) VARIATION
Interior Side Yard (North)	0 FT (2)	0.21 FT	0.21 FT	N/A	2.79 FEET (93%) VARIATION
Interior Side Yard (South)	0 FT (2)	0.18 FT	0.18 FT (3)	N/A	2.82 FEET (94%) VARIATION
Min. Rear Yard (East)	10 FT	0.14 FT	0.14 FT	N/A	9.86 FEET (98.6%) VARIATION
Off-Street Parking	6 Spaces (4)	N/A	0	N/A	6 SPACES (100%) VARIATION
Max. Building Height	45 FT/4-Stories	N/A	20.5 FT/1-Story	N/A	OK

NOTES:

- (1) Variation amount is the difference between proposed and requirement.
- (2) A side yard is not required, but where a side yard is provided, it must be a minimum of 3 feet.
- (3) Setback to portion of existing building that is to remain. The proposed new construction would provide a conforming setback of 8 feet.
- (4) A minimum of 2 parking spaces per 1,000 s.f. of GFA for new commercial space is required. The proposed development requires 6 off-street parking spaces for the newly constructed space.

ATTACHMENT B
933 Green Bay Rd., LLC
c/o Mitchell Goltz
2211 N. Elson Avenue, Suite 201
Chicago, Illinois 60614

September 16, 2024

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

RE: 933 Green Bay Road – Redevelopment Project Narrative

Dear David,

On behalf of 933 Green Bay Rd., LLC, we are writing to provide an overview of our proposed redevelopment project at 933 Green Bay Road, the site occupied for many years and until recently by the VJ Killian plumbing company.

Our plan entails the partial demolition of the existing vacant building on the front portion of the site and the adaptive reuse of the rear portion of the building. We then plan to construct a new building in a similar footprint on the portion of the property upon which the demolished building existed to make space for our secured retail tenant Visual Comfort lighting showroom. This will allow for a major enhancement to the site, one which respects the architectural integrity of the site and contributes to the vibrancy of the Hubbard Woods Business District, specifically, and the community as a whole, generally, with two new tenants. The rear portion of the building will be extensively renovated for a second tenant who will access the space from a well-designed walkway from Green Bay Road, as shown on our development concept plans.

We are committed to preserving and adaptively reusing the barrel truss building located at the rear of the property to complement the new construction. This carefully planned renovation will allow us to lease the space to a second tenant, as outlined in our submitted plans. The total square footage of the project will remain in line with the current footprint. There are some existing conditions that provide challenges in design which were considered in our redesign of the site.

As part of our improving the property in all facets, we will eliminate the existing curb cut on Green Bay Road and upgrade all site infrastructure, ensuring compliance with modern standards and enhancing the functionality and safety of the site. We believe these changes will greatly benefit the area by contributing to the streetscape and promoting the continued economic growth and commercial appeal of the Hubbard Woods Business District.

We greatly appreciate your time and consideration of this proposal and look forward to collaborating with the Village throughout the redevelopment process. Please feel free to reach out with any questions or for further details.

Respectfully submitted,


Mitchell Goltz
Principal

VILLAGE OF WINNETKA, ILLINOIS
DEPARTMENT OF COMMUNITY DEVELOPMENT



ZONING VARIATION APPLICATION

Case No. 24-24-V2

Property Information

Site Address: 933 Green Bay Road

Owner Information

Name: Donald V. Hammond & Joanne Baker and Robert Baker,
as Trustees under the Joanne Baker 2013 Living Trust dated August 6, 2013

Address: 933 Green Bay Road

City, State, ZIP: Winnetka, IL 60093

Email: _____

Primary Contact: Mitch Goltz - Applicant / Contract Purchaser

Phone No. [REDACTED]

Date property acquired by owner: Under Contract

Architect Information

Name: Design Studio 24 LLC

Primary Contact: Gary Ebben

Address: 2970 Maria Ave, Suite 200

City, State, ZIP: Northbrook, IL 60062

Phone No. _____

Email: gary@designstudio24.com

Attorney Information

Name: Jaffe & Berlin LLC

Primary Contact: Frank Jaffe

Address: 111 W. Washington, Suite 900

City, State, Zip: Chicago, IL 60602

Phone No. 312-372-1550

Email: fjaffe@jaffeberlin.com

Nature of any restrictions on property: N/A

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

Building Setback variance

Required parking spaces

Property Owner Signature: _____

Date: 09/05/2024

September 9, 2024

Village of Winnetka
David Schoon
Community Development Director
Village of Winnetka
dschoon@winnetka.org



Subject: Approval for Zoning Application Submission

To whom this may concern,

This letter serves to confirm that on behalf of ownership of 933 Green Bay Road in Winnetka, we authorize GTZ Properties and Mitch Goltz, as the Contract Purchaser of this property to submit for any zoning or building applications for the property located at 933 Green Bay Road as part of its proposed redevelopment of the Property.

Should you require any additional information or have any questions, please let me know.

Sincerely,

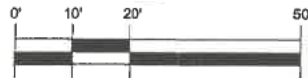

Joanne Baker

DEPARTMENT OF COMMUNITY DEVELOPMENT
STANDARDS FOR GRANTING OF ZONING VARIATIONS

1. The property in question cannot yield a reasonable return if permitted to be used only under the conditions allow by regulations in that district;
 - a. **If the Applicant is required to fully comply with the zoning code, the proposed development would be severely limited, preventing it from being constructed as intended by the prospective tenant. The setback and parking space requirements would significantly restrict the usable area of the property, making it financially unfeasible to develop. This restriction would hinder both the property owner and the tenant from achieving a reasonable return on investment, making the variance necessary for the project's viability**
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;
 - a. **The property has the unique physical condition of being located on a significantly busy street. This traffic flow is necessary to generate the required demand from a tenant perspective to be viable. The building setbacks and parking space requirements would ultimately cause undue hardship based on the unique physical setting of this property.**
3. The variation, if granted, will not alter the essential character of the locality;
The reduced setback and parking space requirements will still ensure adequate light and air for neighboring properties. Furthermore, these variances will not lead to significant increases in traffic congestion, flooding, fire hazards, or demands on public utilities and facilities. Most importantly, it will not endanger public health or safety in the area.
4. An adequate supply of light and air to adjacent property will not be impaired;
 - a. **Granting these variances will not reduce the availability of light or air to neighboring properties. The design maintains sufficient open space between structures, and the scale of the development aligns with local zoning requirements.**
5. The hazard from fire and other damages to the property will not be increased;
 - a. **Granting these variances will not increase the risk of fire or other damage to the property. The development will adhere to all applicable fire safety codes and building regulations.**
6. The taxable value of the land and buildings throughout the Village will not diminish;
 - a. **Granting these variances will not reduce the taxable value of land and buildings in the Village. In fact, the proposed development is expected to**

enhance property values by improving the local infrastructure and attracting new residents or businesses. These variations allows for optimal use of the land, potentially increasing the overall tax base, which benefits the community without negatively impacting surrounding properties.

7. The congestion in the public street will not increase; and
 - a. **Granting these variances will not lead to increased street congestion. The development plan includes access points to the property that are designed to minimize disruption to surrounding streets, ensuring that traffic congestion remains manageable.**
8. The public health, safety, comfort, morals and welfare of the inhabitants of the Village will not be otherwise impaired.
 - a. **The proposed development will enhance public health, safety, and welfare by replacing outdated infrastructure with new, code-compliant systems. The removal of the existing building and aging underground piping will allow for the installation of modern, safer materials, addressing any potential environmental contamination present on the site. This will improve the overall safety and cleanliness of the area, benefiting both current and future residents while promoting sustainable development.**



UNITED SURVEY SERVICE, LLC
CONSTRUCTION AND LAND SURVEYORS
7710 CENTRAL AVENUE, RIVER FOREST, ILLINOIS 60305
TEL.: (847) 299 - 1010 FAX: (847) 299 - 5887
E-MAIL: USURVEY@USANDCS.COM

ALTA / NSPS LAND TITLE SURVEY

OF



LOT 2 (EXCEPT THE NORTHERLY 14 1/4 INCHES OF THE WESTERLY 42 FEET AND 10 INCHES) IN BLOCK 5 IN JARED GAGE'S SUBDIVISION OF PART OF EAST 1/2 OF THE NORTHWEST 1/4 OF FRACTIONAL SECTION 17, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN ALSO PART OF THE WEST 1/2 OF THE NORTH WEST 1/4 OF SECTION 17, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN AND ALSO PART OF THE EAST OF THE SOUTH WEST 1/4 OF SECTION 8, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

KNOWN AS: 933 GREEN BAY ROAD, WINNETKA, ILLINOIS
PERMANENT INDEX NUMBER: 05 - 17 - 123 - 004 - 0000
AREA=7,454 SQ.FT OR 0.171 ACRES

NOTE:
THE LEGAL DESCRIPTION DESCRIBES THE SAME PROPERTY AS INSURED IN THE TITLE COMMITMENT OR ANY EXCEPTIONS HAVE BEEN NOTED HEREIN.

CHICAGO TITLE INSURANCE COMPANY
ISSUED BY: ZABEL LAW, LLC
COMMITMENT NO.: 24GSC452131LP
EFFECTIVE DATE: JANUARY 24, 2024
ITEMS CORRESPONDING TO SCHEDULE B PART II:
ITEMS 1 - J 18.
NOT SURVEY RELATED.

- NOTES:
- THE SUBJECT PROPERTY HAS ACCESS TO AND FROM A DULY DEDICATED AND ACCEPTED PUBLIC STREETS KNOWN AS GREEN BAY ROAD
 - THE SURVEY AND THE INFORMATION, COURSES AND DISTANCES SHOWN THEREON ARE CORRECT:
 - THE TITLE LINES AND LINES OF ACTUAL POSSESSION ARE THE SAME;
 - THE SUBJECT PROPERTY DOES NOT SERVE ANY ADJOINING PROPERTY FOR DRAINAGE, UTILITIES, OR INGRESS OR EGRESS;
 - ELECTRIC, GAS, TELEPHONE AND WATER UTILITY AND STORM AND SANITARY SEWER SYSTEMS ACCESS THE PROPERTY IN LEGALLY DEDICATED RIGHTS OF WAY THAT BENEFIT THE PROPERTY.
 - THERE ARE NO VISIBLE EVIDENCE OF CEMETERIES, GRAVE SITES OR BURIAL GROUNDS LOCATED ON THE PROPERTY.
 - ITEM # 8 FROM TABLE A
ALL SUBSTANTIAL FEATURES OBSERVED ON THE PROPERTY HAVE BEEN PLOTTED.
 - ITEM # 9 FROM TABLE A
THERE ARE NO STRIPED PARKING SPACES ON THE PROPERTY.
 - ITEM # 10 FROM TABLE A
THERE IS NO PARTY WALL
 - ITEM # 11 FROM TABLE A
ALL VISIBLE UTILITIES ARE PLOTTED.
 - ITEM # 16 FROM TABLE A
AT THE TIME OF THIS SURVEY, NO VISIBLE RECENT EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS WITHIN RECENT MONTHS WERE NOTED.
 - ITEM # 17 FROM TABLE A
AT THE TIME OF THIS SURVEY, THERE IS NO EVIDENCE OF CHANGES IN RIGHT OF WAY EITHER COMPLETED OR PROPOSED AND RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS.
 - ITEM # 18 OF TABLE A
THERE ARE NO WETLANDS LOCATED ON THE PROPERTY.
 - ITEM # 19 FROM TABLE A
RELATING TO PROFESSIONAL LIABILITY INSURANCE POLICY OBTAINED BY THE SURVEYOR IN THE MINIMUM AMOUNT OF \$ 1,000,000 TO BE IN EFFECT THROUGHOUT THE CONTRACT TERM, CERTIFICATE OF INSURANCE TO BE FURNISHED UPON REQUEST.

RECEIVED
SEP 19 2024
BY: _____

LEGEND	ABBREVIATIONS
• B-BOX	B BOX
• MH	MAN HOLE
• S	SIGN
• EL-MH	ELECTRIC MANHOLE
• WUP	WOOD UTILITY POLE
• CB	CATCH BASIN
• TR	TREE
• WV	WATER VALVE VAULT
• SAN-MH	SANITARY MANHOLE

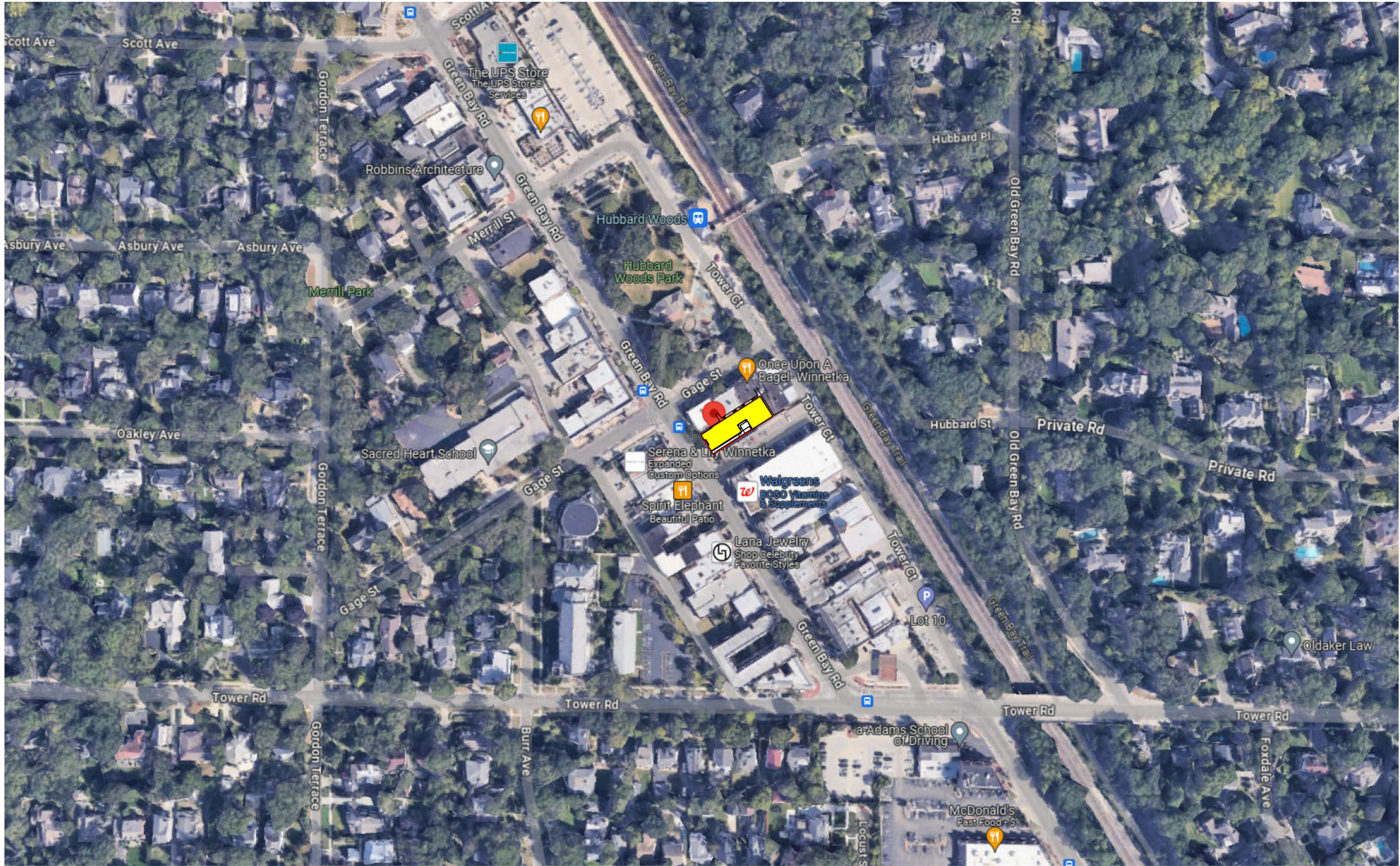
ORDERED BY:	
GW PROPERTIES	
SCALE: 1" = 15'	
DATE: JUNE 17, 2024	8-30-24 REVISED
FILE NO.:	8-28-24 RECERTIFIED
2024 - 31617	DATE REVISION

FLOOD STATEMENT:
THE PROPERTY DESCRIBED IN THIS SURVEY DOES NOT LIE WITHIN FLOOD HAZARD AREAS IN ACCORDANCE WITH ANY MAPS ENTITLED "FLOOD INSURANCE RATE MAP" OR "FLOOD HAZARD FLOODWAY BOUNDARY MAP," "FLOOD HAZARD BOUNDARY MAP" OR "FLOOD BOUNDARY AND FLOODWAY MAP" PUBLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY OR A FLOOD HAZARD BOUNDARY MAP PUBLISHED BY THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT, AS SHOWN ON FLOOD INSURANCE MAP:
COMMUNITY NUMBER PANEL: 170176
MAP NUMBER: 17031C0051K

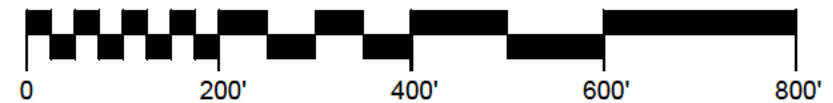
VILLAGE OF WINNETKA
510 GREEN BAY ROAD, WINNETKA, ILLINOIS 60093
PHONE: (847)-501-6000
ZONING REQUIREMENTS:
C-2 = GENERAL RETAIL COMMERCIAL

STATE OF ILLINOIS)
COUNTY OF COOK)
I, ROY G. LAWNICZAK, A REGISTERED LAND SURVEYOR, LICENSE NO. 35-2290, IN AND FOR THE STATE OF ILLINOIS AND LEGALLY DOING BUSINESS IN COOK COUNTY, DO HEREBY CERTIFY TO:
- 933 GREEN BAY WINNETKA, LLC
- CHICAGO TITLE INSURANCE COMPANY
AND TO THEIR SUCCESSORS AND ASSIGNS, THAT:
THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA / NSPS LAND TITLE SURVEYS JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 6(b), 7(a), 7(b)(1), 7(c), 8, 9, 10, 11, 14, 16, 17, 18 AND 19 OF TABLE A THEREOF.
THE FIELD WORK WAS COMPLETED ON JUNE 17, 2024.
DATE OF PLAT: AUGUST 30, 2024.
BY: *Roy G. Lawniczak*
ROY G. LAWNICZAK, REGISTERED ILLINOIS LAND SURVEYOR NO. 35-2290
LICENSE EXPIRES: NOVEMBER 30, 2024
PROFESSIONAL DESIGN FIRM LICENSE NO.: 184-004576
LICENSE EXPIRES: APRIL 30, 2025





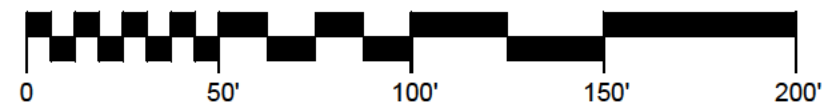
1 SITE AERIAL
1" = 200'-0"



	SITE AERIAL	
	DESIGN STUDIO 24, LLC. ARCHITECTS - DESIGNERS - PLANNERS 2970 MARIA AVENUE, SUITE 200-202, NORTHBROOK, ILLINOIS 60062 1-847-885-7751	
	GW PROPERTIES	
	SITE STUDY	
	933 GREEN BAY RD WINNETKA, IL. 60093	
DATE 11.08.2024		
MARK T. DIGANCI REG. ARCHITECT A.B.		
ST0		



1 SITE AERIAL - CLOSE UP
1" = 50'-0"

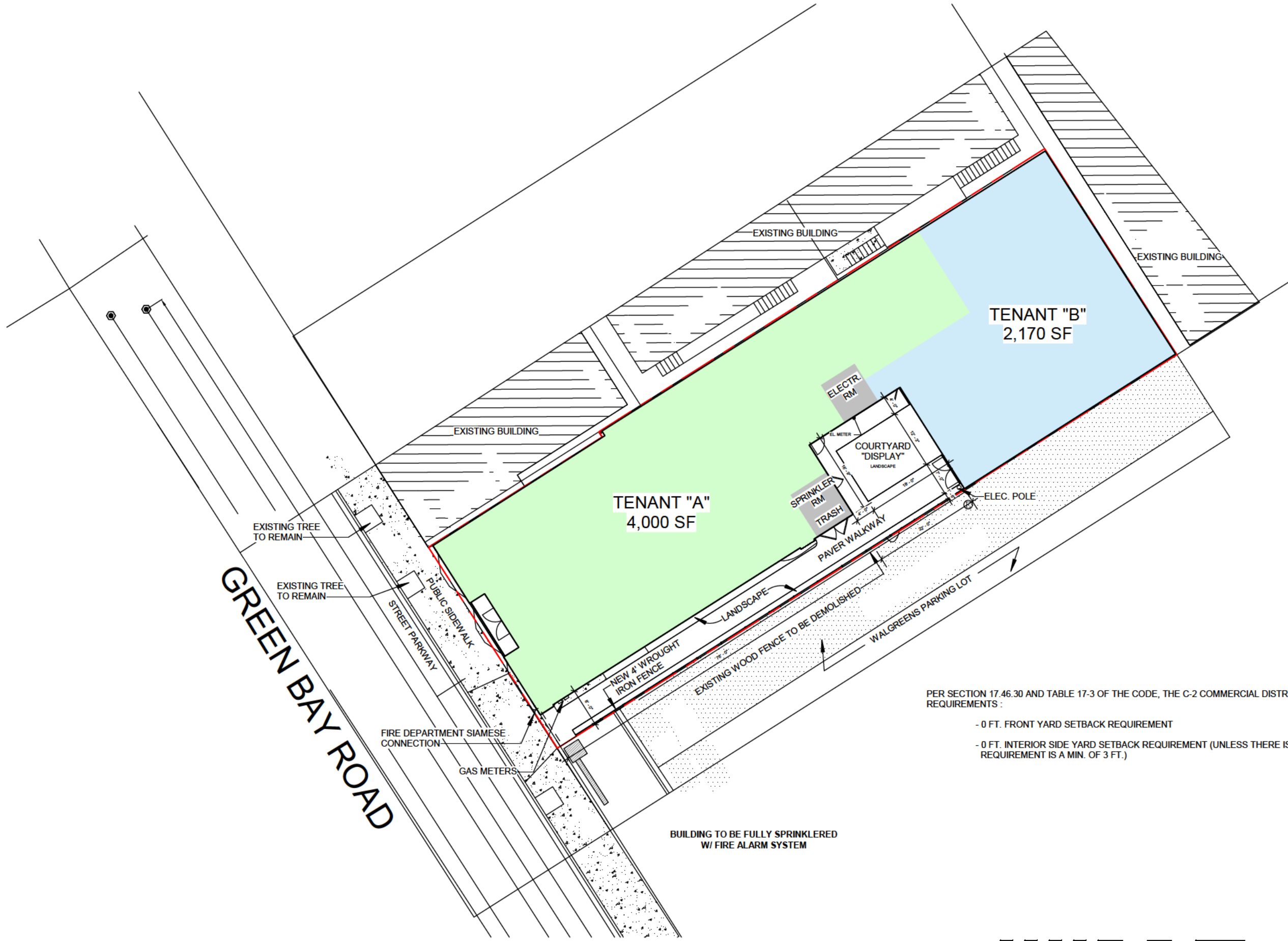


SITE AERIAL - CLOSE UP
DESIGN STUDIO 24, LLC.
ARCHITECTS - DESIGNERS - PLANNERS
2970 MARIA AVENUE, SUITE 200-202, NORTHBROOK, ILLINOIS 60062
T: 847.885.7751

GW PROPERTIES
SITE STUDY
933 GREEN BAY RD
WINNETKA, IL. 60093

DATE 11.08.2024
MARK T. DIGANCI
REG. ARCHITECT
A.B.

ST1



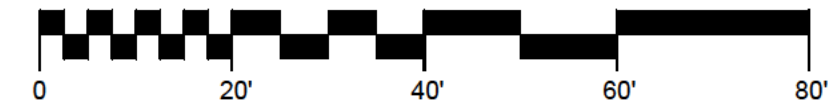
1 PROPOSED SITE PLAN

1" = 20'-0"



PER SECTION 17.46.30 AND TABLE 17-3 OF THE CODE, THE C-2 COMMERCIAL DISTRICT HAS THE FOLLOWING SETBACK REQUIREMENTS:

- 0 FT. FRONT YARD SETBACK REQUIREMENT
- 0 FT. INTERIOR SIDE YARD SETBACK REQUIREMENT (UNLESS THERE IS A SIDE YARD, IN WHICH CASE THE REQUIREMENT IS A MIN. OF 3 FT.)



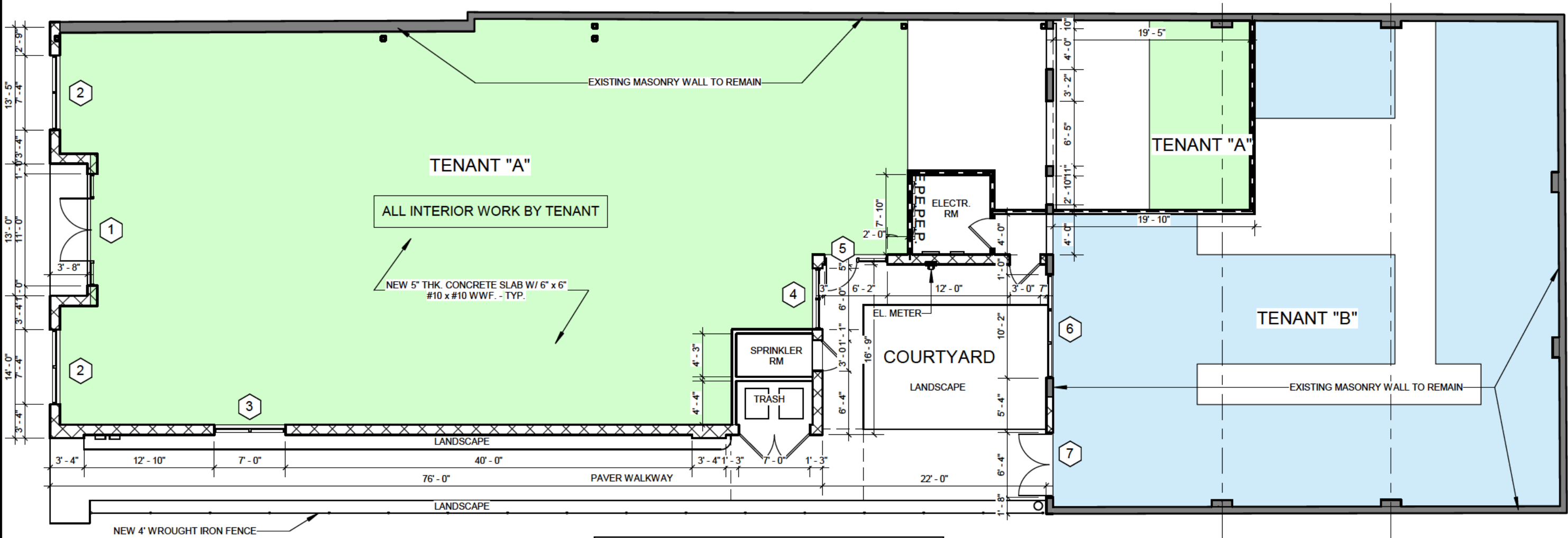
SITE PLAN

DESIGN STUDIO 24, LLC.
ARCHITECTS - DESIGNERS - PLANNERS
2970 MARIA AVENUE, SUITE 200-202, NORTHBROOK, ILLINOIS 60062
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A.B.

ST2



1 T/SLAB - PROPOSED

1" = 10'-0"



	TENANT "B" PRELIMINARY GROSS FLOOR AREA = 1,546 SF
	TENANT "A" GROSS FLOOR AREA = 3,184 SF

PAVER WALKWAY SPECIFICATIONS

Specifications			
General			
Color/Finish Family	Red	Series/Name	Island
Manufacture/Color/Finish	Red/Charcoal	Type	Paver
Dimensions			
Actual Height (Inches)	1.7	Common Length (Inches)	8
Actual Length (Inches)	37.5	Common Size (L x W)	8 in x 8 in
Actual Width (Inches)	37.5	Common Width (Inches)	8
Common Height (Inches)	2	Weight (Lbs.)	5
Features			
Commercial/Residential	Residential	Shape	Rectangle
Fire Resistant	No	Solid As	Single block
For Use on Driveway	Yes	Square Feet per Square	63.2
Interlocking	No	Stemming Stone	Yes
Low's Exclusive	No	Stone Thickness (Millimeters)	45
Material	Concrete	Style	Brick
Number of Pieces	1	Textured	No
Patio Stone	Yes	Traffic Type	Foot
Paver	Yes	Warranty	None



PROPOSED FLOOR PLAN

GW PROPERTIES
SITE STUDY
933 GREEN BAY RD
WINNETKA, IL. 60093

DATE 11.08.2024
MARK T. DIGANCI
REG. ARCHITECT
A.B.

ST3

DESIGN STUDIO 24, LLC.
ARCHITECTS - DESIGNERS - PLANNERS
2970 MARIA AVENUE, SUITE 200-202, NORTHBROOK, ILLINOIS 60062
T: 847.885.7751



SOUTH-WEST CORNER VIEW



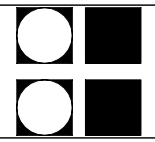
NORTH-WEST CORNER VIEW



COURTYARD VIEW



SOUTH VIEW



COLOR RENDERINGS

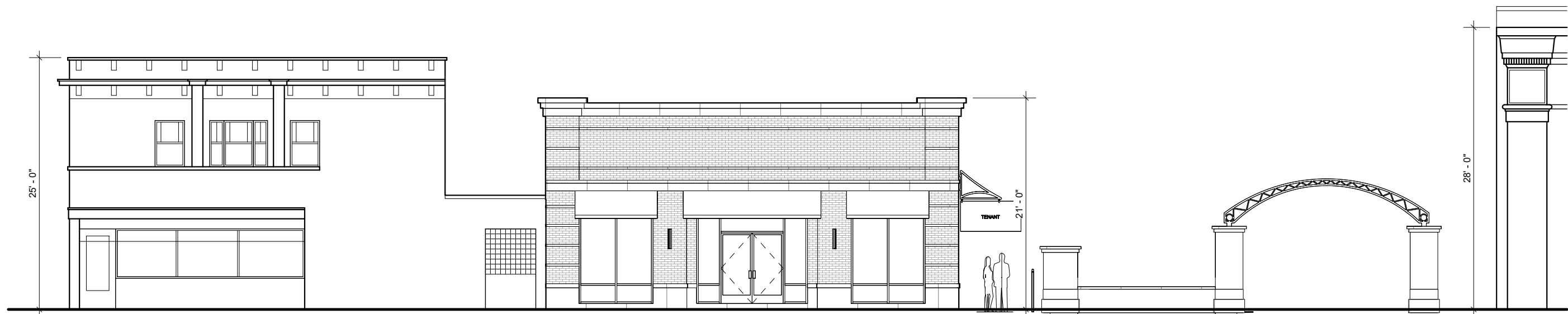
DESIGN STUDIO 24, LLC.
ARCHITECTS - DESIGNERS - PLANNERS
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T: 847.885.7751

GW PROPERTIES

SITE STUDY
933 GREEN BAY RD
WINNETKA, IL. 60093

DATE 11.08.2024
MARK T. DIGANCI
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A.S.

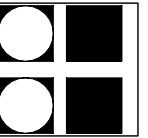
ST5



1 WEST ELEVATION - CONTEXT
3/32" = 1'-0"



BUILDING & SITE CURRENT PHOTOS



BUILDING CONTEXT ELEVATION
DESIGN STUDIO 24, LLC.
ARCHITECTS - DESIGNERS - PLANNERS
2970 MARIA AVENUE, SUITE 200-202, NORTHBROOK, ILLINOIS 60062
T: 847.885.7751

GW PROPERTIES
SITE STUDY
933 GREEN BAY RD
WINNETKA, IL. 60093

DATE 11.08.2024
MARK T. DIGANCI
REG. ARCHITECT
A.S.

ST6



CONTEXT PHOTOS - PROJECT SIDE (EAST SIDE OF GREEN BAY)



CONTEXT PHOTOS - ACROSS THE STREET (WEST SIDE OF GREEN BAY)

CONTEXT PHOTOS

DESIGN STUDIO 24, LLC.

ARCHITECTS - DESIGNERS - PLANNERS

2970 MARIA AVENUE, SUITE 200-202, NORTHBROOK, ILLINOIS 60062

T-847.885.7751

GW PROPERTIES

SITE STUDY

933 GREEN BAY RD

WINNETKA, IL. 60093

DATE

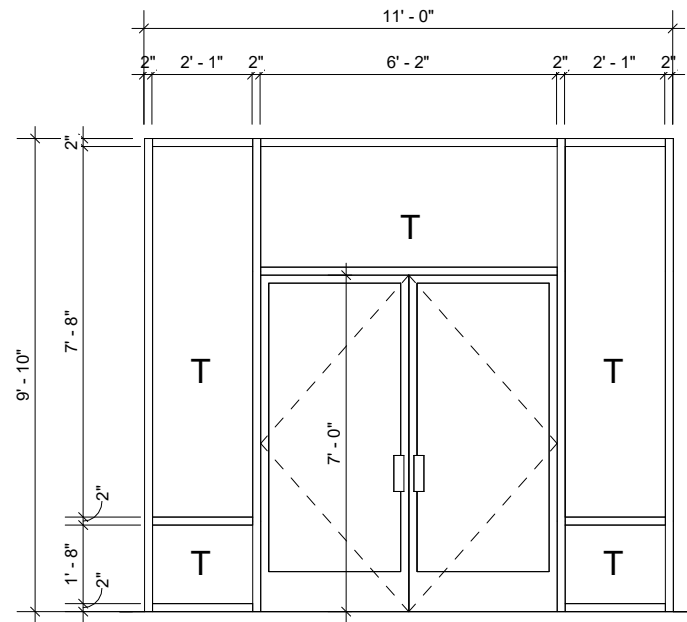
11.08.2024

MARK T. DIGANCI

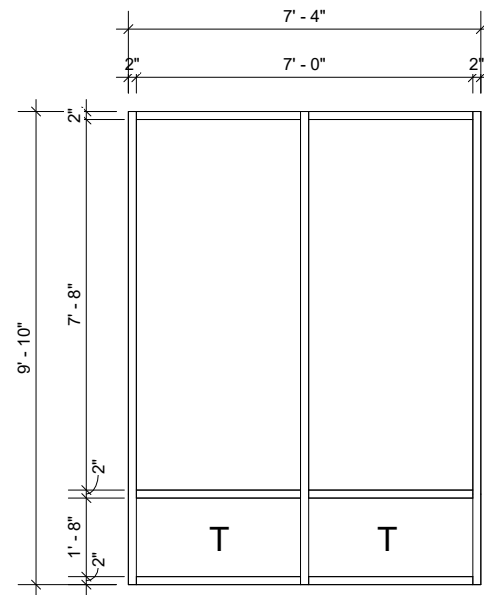
REG. ARCHITECT

A.S.

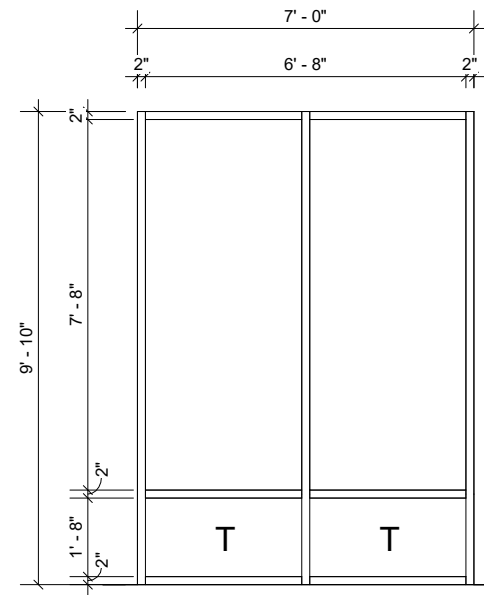
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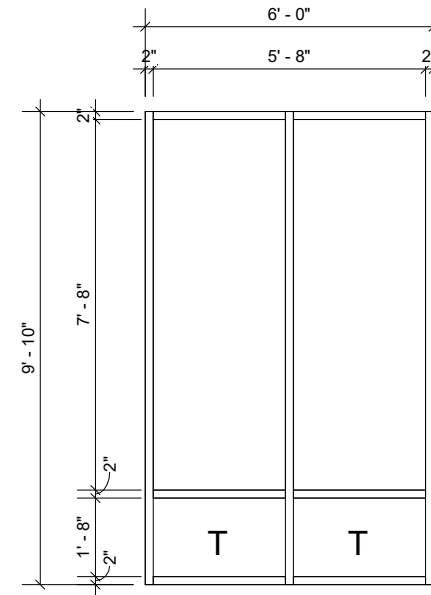
1 **STOREFRONT 1**
1/4" = 1'-0"



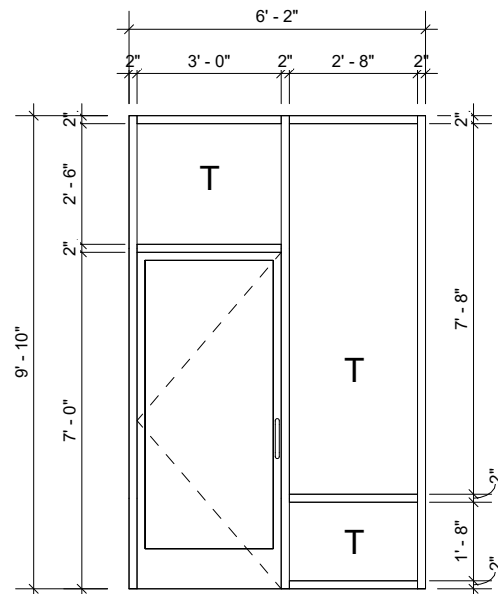
2 **STOREFRONT 2**
1/4" = 1'-0"



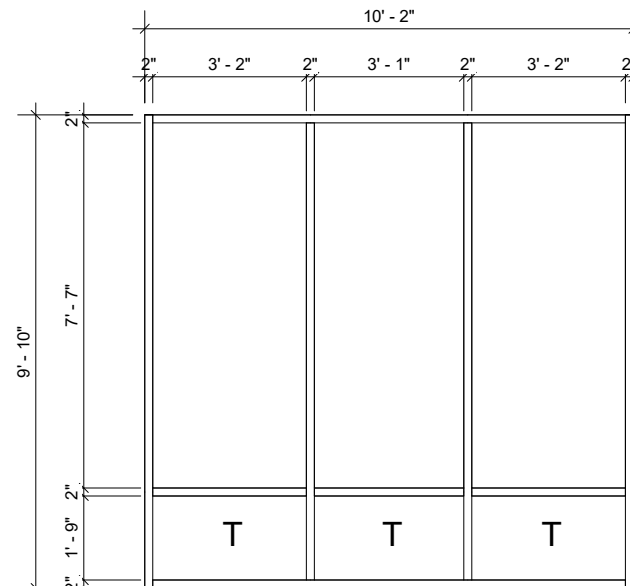
3 **STOREFRONT 3**
1/4" = 1'-0"



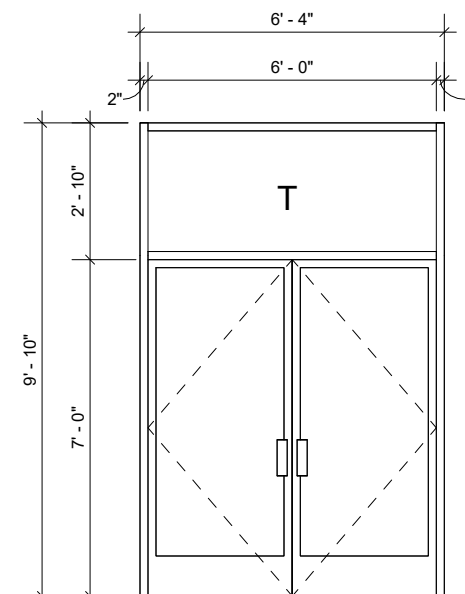
4 **STOREFRONT 4**
1/4" = 1'-0"



5 **STOREFRONT 5**
1/4" = 1'-0"



6 **STOREFRONT 6**
1/4" = 1'-0"



7 **STOREFRONT 7**
1/4" = 1'-0"

STOREFRONT SCHEDULE.

Type Mark	Type	Count	Frame Width	Frame Height	Frame Material and Finish	Framed Glazing
1	STOREFRONT 1	1	11' - 0"	9' - 10"	KAWNEER BLACK ANODIZED OR APPROVED EQUAL ALUMINUM - THERMALLY BROKEN, 2" x 4 1/2" MULLION PROFILE	THERMALLY BROKEN 1" INSULATED, LOW-E, TEMPERED GLASS
2	STOREFRONT 2	2	7' - 4"	9' - 10"	KAWNEER BLACK ANODIZED OR APPROVED EQUAL ALUMINUM - THERMALLY BROKEN, 2" x 4 1/2" MULLION PROFILE	THERMALLY BROKEN 1" INSULATED, LOW-E, TEMPERED GLASS
3	STOREFRONT 3	1	7' - 0"	9' - 10"	KAWNEER BLACK ANODIZED OR APPROVED EQUAL ALUMINUM - THERMALLY BROKEN, 2" x 4 1/2" MULLION PROFILE	THERMALLY BROKEN 1" INSULATED, LOW-E, TEMPERED GLASS
4	STOREFRONT 4	1	6' - 0"	9' - 10"	KAWNEER BLACK ANODIZED OR APPROVED EQUAL ALUMINUM - THERMALLY BROKEN, 2" x 4 1/2" MULLION PROFILE	THERMALLY BROKEN 1" INSULATED, LOW-E, TEMPERED GLASS
5	STOREFRONT 5	1	6' - 2"	9' - 10"	KAWNEER BLACK ANODIZED OR APPROVED EQUAL ALUMINUM - THERMALLY BROKEN, 2" x 4 1/2" MULLION PROFILE	THERMALLY BROKEN 1" INSULATED, LOW-E, TEMPERED GLASS
6	STOREFRONT 6	1	10' - 2"	9' - 10"	KAWNEER BLACK ANODIZED OR APPROVED EQUAL ALUMINUM - THERMALLY BROKEN, 2" x 4 1/2" MULLION PROFILE	THERMALLY BROKEN 1" INSULATED, LOW-E, TEMPERED GLASS
7	STOREFRONT 7	1	6' - 4"	9' - 10"	KAWNEER BLACK ANODIZED OR APPROVED EQUAL ALUMINUM - THERMALLY BROKEN, 2" x 4 1/2" MULLION PROFILE	THERMALLY BROKEN 1" INSULATED, LOW-E, TEMPERED GLASS

Grand total: 8

STOREFRONT ELEVATIONS

DESIGN STUDIO 24, LLC.

ARCHITECTS - DESIGNERS - PLANNERS

2970 MARIA AVENUE, SUITE 200-202, NORTHBROOK, ILLINOIS 60062

T: 847.885.7751

GW PROPERTIES

SITE STUDY

933 GREEN BAY RD

WINNETKA, IL. 60093

DATE

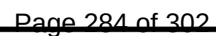
11.08.2024

MARK T. DIGANCI

REG. ARCHITECT

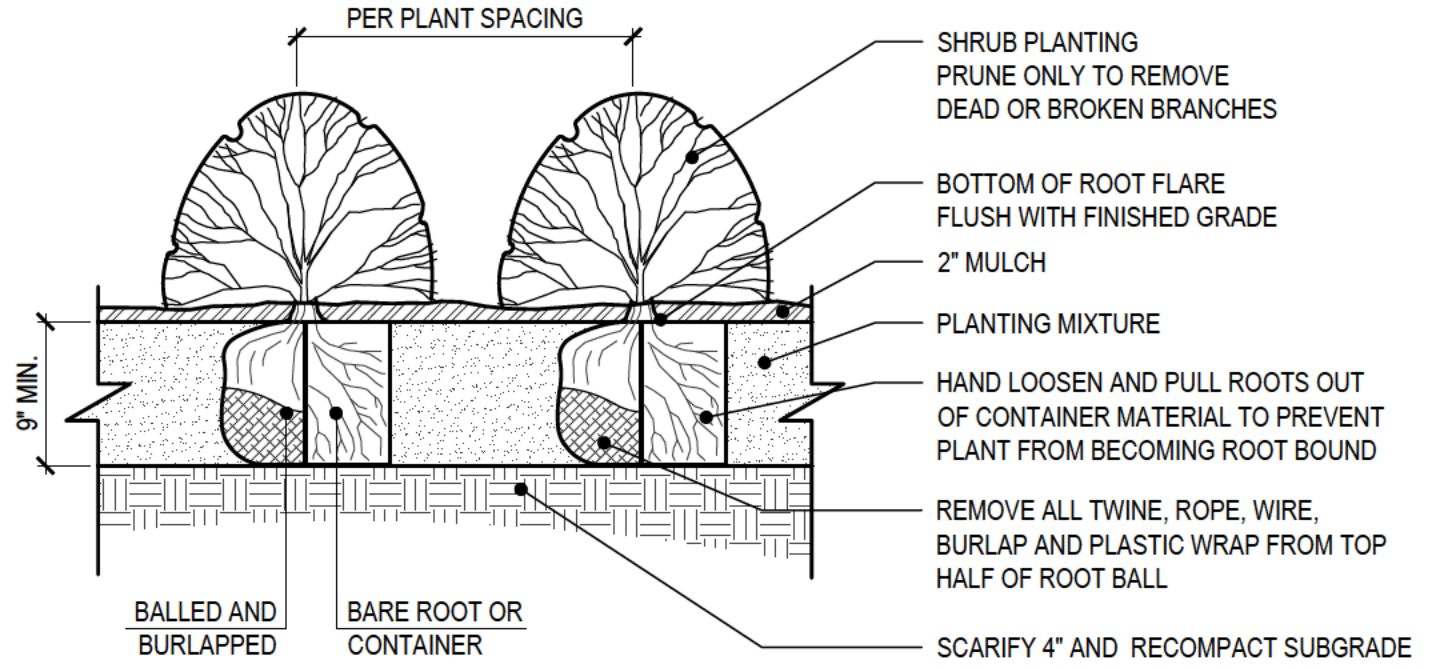
A.S.

ST8

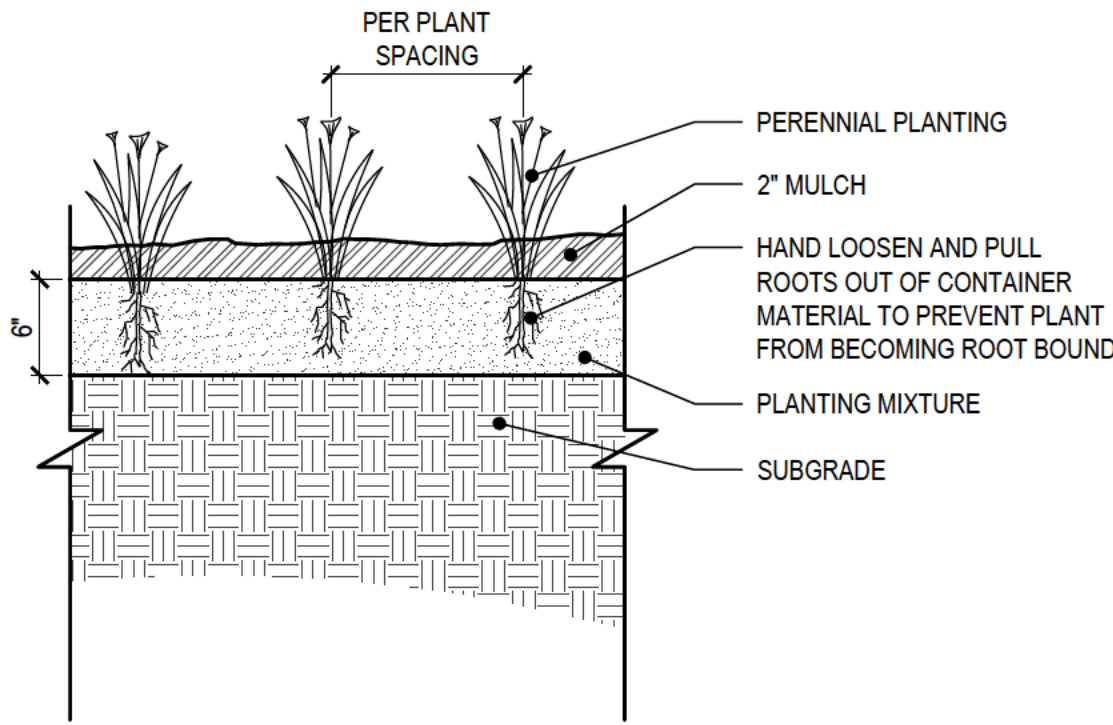


 GW PROPERTIES SITE STUDY 933 GREEN BAY RD WINNETKA, IL. 60093		 DESIGN STUDIO 24, LLC. ARCHITECTS - DESIGNERS - PLANNERS 2970 MARIA AVENUE, SUITE 200-202, NORTHBROOK, ILLINOIS 60062 t-847.885.7751
DATE 11.08.2024 MARK T. DIGANCI REG. ARCHITECT A.B.		PROPOSED LIGHTING PLAN

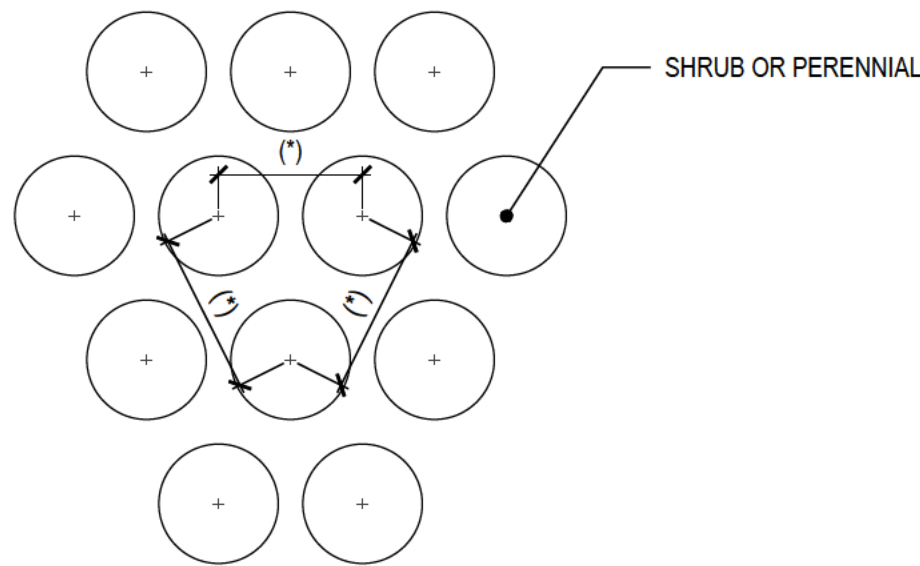
G:\Shared drives\Projects\DS24\Winnetka - 933 Green Bay\cad\DS24_Winnetka-LA.dwg



1 SHRUB PLANTING
SCALE: 1" = 1'-0"



2 PERENNIAL PLANTING
SCALE: 1" = 1'-0"



3 PLANT SPACING
NOT TO SCALE

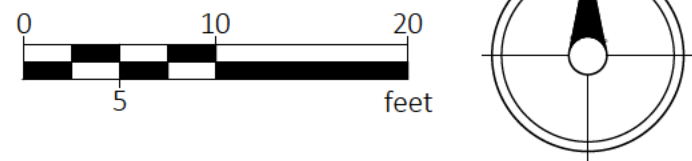
LANDSCAPE NOTES:

1. THE LANDSCAPE CONTRACTOR SHALL OBTAIN AND PAY FOR ALL PERMITS AND FEES THAT MAY BE REQUIRED FOR HIS PORTION OF WORK.
2. IN CASE OF DISCREPANCIES BETWEEN THE PLAN AND THE PLANT LIST, THE GRAPHIC SYMBOLS SHOWN ON THE PLAN SHALL DICTATE.
3. NO SUBSTITUTIONS OF PLANT MATERIALS WILL BE ALLOWED. IF PLANTS ARE NOT AVAILABLE, THE CONTRACTOR SHALL NOTIFY LANDSCAPE ARCHITECT PRIOR TO BID IN WRITING. ALL PLANTS SHALL BE INSPECTED AND TAGGED WITH PROJECT I.D. AT NURSERY OR CONTRACTORS OPERATIONS PRIOR TO MOVING TO JOB SITE. PLANTS MAY BE INSPECTED AND APPROVED OR REJECTED ON THE JOB SITE BY LANDSCAPE ARCHITECT.
4. LANDSCAPE CONTRACTOR SHALL NOTIFY LANDSCAPE ARCHITECT IN WRITING PRIOR TO BID DATE OF ANY PLANTS HE/SHE FEELS MAY NOT SURVIVE IN LOCATIONS NOTED ON PLANS.
5. ALL PLANTS SHALL MEET OR EXCEED AMERICAN STANDARDS FOR NURSERY STOCK, 1986 EDITION, AS SET FORTH BY AMERICAN ASSOCIATION OF NURSERYMEN.
6. ALL PLANT MATERIAL AND SEED SHALL BE PROVIDED FROM A NURSERY (WITHIN 200 MILES) WITH A SIMILAR PLANT HARDINESS ZONE AS PROJECT LOCATION
7. PLANTS AND ALL OTHER MATERIALS TO BE STORED ON SITE WILL BE PLACED WHERE THEY WILL NOT CONFLICT W/ CONSTRUCTION OPERATIONS AND AS DIRECTED BY LANDSCAPE ARCHITECT.
8. NO PERMANENT IRRIGATION SYSTEM - CONTRACTOR SHALL BE RESPONSIBLE FOR ESTABLISHMENT WATERING THROUGH TEMPORARY FACILITIES, WATERING BAGS, ETC., AS APPROVED BY OWNER FOR PLANT WARRANTY.
9. ALL PLANTING BEDS SHALL RECEIVE 18" DEPTH OF PREPARED SOIL.
10. ALL MULCH MATERIALS SHALL BE PROCESSED DOUBLE SHREDDED HARDWOOD BARK MULCH OF UNIFORM SIZE. NO UTILITY MULCH OR PROCESSED TREE TRIMMINGS WILL BE ALLOWED. SUBMIT SAMPLE TO ARCHITECT.
- 10.1. MULCH SHALL BE 2-INCH THICK MINIMUM COVERAGE IN ALL AREAS OF TREE PITS OR PLANTING BEDS, UNLESS OTHERWISE NOTED.
11. ALL LANDSCAPE PLANTINGS TO BE MAINTAINED BY CONTRACTOR FOR 60 DAYS MIN. FOLLOWING COMPLETE INSTALLATION AND FINAL INSPECTION BY LANDSCAPE ARCHITECT. MAINTENANCE SHALL INCLUDE WATERING, WEEDING, CULTIVATING, MULCHING, MOWING, AND ALL OTHER NECESSARY OPERATIONS REQUIRED FOR PROPER ESTABLISHMENT OF LAWNS AND PLANTINGS.
12. ALL LANDSCAPE PLANTINGS SHALL BE GUARANTEED FOR A PERIOD OF ONE YEAR FOLLOWING FINAL INSPECTION BY LANDSCAPE ARCHITECT. AT THE END OF THIS PERIOD, PLANT MATERIAL TERMED DEAD OR UNSATISFACTORY BY LANDSCAPE ARCHITECT SHALL BE REPLACED AT NO ADDITIONAL CHARGE BY THE LANDSCAPE CONTRACTOR. THE REPLACEMENTS SHALL ALSO BE GUARANTEED FOR 1 YEAR.



LANDSCAPE PLAN

SCALE: 1" = 10'-0"



DECIDUOUS SHRUBS					
HLL	3	HYDRANGEA PANICULATA 'JANE'	LITTLE LIME HYDRANGEA	#3 CONT.	36" O.C.
EVERGREEN SHRUBS					
JCK	1	JUNIPERUS CHINENSIS 'KALLAY'S COMPACT'	KALLAY'S COMPACT JUNIPER	#3 CONT.	48" O.C.
ORNAMENTAL GRASSES					
CKF	3	CALAMOGROSTIS X 'KARL FOERSTER'	KARL FOERSTER FEATHER REED GRASS	#3 CONT.	36" O.C.
PERENNIALS & GROUNDCOVERS					
ASM	8	ALLIUM 'MILLENIUM'	MILLENIUM ALLIUM	#1 CONT.	18" O.C.
CJ	10	CLEMATIS 'JACKMANII'	JACKMAN'S CLEMATIS	#1 CONT.	12" O.C. TRAIN AS VINE
CT	10	CLEMATIS TERNIFLORA	SWEET AUTUMN CLEMATIS	#1 CONT.	12" O.C. TRAIN AS VINE
DBC	3	DIANTHUS 'BLACK CHERRY FROST'	BLACK CHERRY FROST PINKS	QUARTS	12" O.C.
HBE	27	HEMEROCALLIS 'BLACK EYED STELLA'	BLACK EYED STELLA DAYLILY	#1 CONT.	18" O.C.
HRR	24	HEMEROCALLIS 'ROSY RETURNS'	ROSY RETURNS DAYLILY	#1 CONT.	18" O.C.
HCC	7	HEUCHERA 'CINNAMON CURLS'	CINNAMON CURLS CORAL BELLS	#1 CONT.	12" O.C.
LSP	20	LIRIOPE SPICATA	CREEPING LILYTURF	QUARTS	12" O.C.
NCM	4	NEPETA 'CATS MEOW'	CAT'S MEOW NEPETA	#1 CONT.	24" O.C.



PROJECT NAME:
PROPOSED REDEVELOPMENT
833 GREEN BAY ROAD
WINNETKA, IL 60093

OWNER NAME:
DESIGNSTUDIO 24
2870 MARIA AVE., SUITE 200-202
NORTHBROOK, IL 60062
p. 847.885.8300

CONSULTANTS:

Planned Environment Associates
PLANNED ENVIRONMENT ASSOCIATES
(219) 269-0388
www.paeonline.com
P.O. BOX 228
CRESTFORD, IN 46034

SUBMITTAL & REVISIONS									
1	10/01/24	LANDSCAPE DESIGN							
2	10/04/24	SITE PLAN REVISION							

STAMP:

LANDSCAPE ARCHITECT
JON RUBLE
187-001548
STATE OF ILLINOIS
EXP: 8/31/2025

TITLE:
LANDSCAPE PLAN & DETAILS

SHEET:
L101

DRAWN BY: JRR
CHECK BY: KMR
PROJECT #: 24-021

**WINNETKA ZONING BOARD OF APPEALS SPECIAL MEETING MINUTES EXCERPT
NOVEMBER 18, 2024**

Zoning Board Members Present:

Matt Bradley, Chairman

Mark Haller

Lynn Hanley

Kathryn Leister

Todd Vender

Zoning Board Members Absent:

Kate Casale MacNally

Mike Nielsen

Village Staff:

David Schoon, Director of Community Development

Ann Klaassen, Assistant Director of Community

Development

Christopher Marx, Associate Planner

a. Case No. 24-24-V2: 933 Green Bay Road: An application seeking approval of variations to allow construction of a new one-story commercial building at 933 Green Bay Road. The requested variations would permit the proposed development to (i) provide more than the maximum permitted front yard setback along a portion of the west property line along Green Bay Road; (ii) provide less than the minimum required interior side yard setback along a portion of the north property line and a portion of the south property line; (iii) provide less than minimum required rear yard setback from the east property line; and (iv) provide less than the minimum required number of off-street parking spaces. The Village Council has final jurisdiction on this request.

Ms. Klaassen identified the property's location, size and zoning classification. She stated a portion of the property is located in the C-2 Commercial Overlay District and the lot measured less than 10,000 square feet which did not require planned development approval or allow an application seeking approval of a planned development. Ms. Klaassen identified the building to be removed and the rear building to be extensively remodeled. She described the tenant spaces and paver walkway and the buildings setback from the front property line, as well as a courtyard. Ms. Klaassen explained the setback requirements in detail relating to the remaining building noting the new construction complied with the required setbacks. She also explained the off-street parking requirement in detail and read an excerpt from the Comprehensive Plan into the record.

Ms. Klaassen then referred to the proposed building renderings which she described for the Board. She informed the Board the Historic Preservation Commission approved the demolition permit without delay and explained the DRB's review of the project. Ms. Klaassen noted no public correspondence was received and following the applicant's presentation, public comment and Board discussion, the Board may either continue the matter to a date certain or consider a motion to recommend approval or denial with draft language included on page 62 of the packet. She then asked if there were any questions.

Chairman Bradley also asked if there were any questions. Ms. Hanley asked if the front yard setback related to the existing rear tenant space. Ms. Klaassen confirmed that is correct. Mr. Haller asked if the fact the rear tenant is set back would that affect the type of tenant to occupy the typical commercial district space. Ms. Klaassen responded it would be located beyond the 50-foot demarcation for the

1 Overlay District which allowed for a non-retail tenant by right. Ms. Leister asked with regard to parking,
2 how other building owners in Hubbard Woods have dealt with parking. Ms. Klaassen explained how the
3 existing uses did not require on-site parking and the parking requirements for new spaces over a certain
4 amount of square footage. She confirmed the proposed building did not have a second story. No
5 additional questions were raised at this time.

6
7 Chairman Bradley asked for the applicant's presentation and swore in those speaking to this matter. Gary
8 Ebben of Design Studio 24 introduced himself to the Board and stated the building's height was designed
9 to screen rooftop mechanical units. He referred to the rear building walkway and access and the need for
10 a slope which allowed for ADA accessibility.

11
12 Chairman Bradley asked if the rear building is accessible from the alley and if there is a proposed tenant.
13 Mr. Ebben responded it is not accessible from the alley and stated the applicant is considering a medical
14 tenant in the rear space. Chairman Bradley referred to the amount of foot traffic. Mr. Ebben informed the
15 Board the applicant is conscientious in terms of considering a low foot traffic tenant that would appreciate
16 a space being configured to have natural light. He also described how snow removal would be handled.
17 Mr. Haller questioned the amount of parking based on the tenant use. Mr. Ebben explained the amount
18 of parking used by the prior tenant, which did not generate a lot of foot traffic. He also stated employees
19 would park offsite. Mr. Schoon provided further explanation with regard to parking for employees for all
20 businesses within the business district. Ms. Hanley asked how rear tenant deliveries would be handled.
21 Mr. Ebben stated he did not have that information at this time. Mr. Vender asked if there is a second back
22 door for Tenant A. Mr. Ebben confirmed that is correct. No additional questions were raised at this time.

23
24 Chairman Bradley asked for public comment. No comments were made at this time. He then called the
25 matter in for discussion.

26
27 Ms. Hanley stated she had no problem with the existing rear and side yard setbacks and access to the rear
28 tenant. She then stated she somewhat had concerns with off-street parking and delivery traffic and
29 concluded she would be in favor of all four variations. Ms. Leister stated she is also in favor of the request
30 and agreed with Ms. Hanley's comments. She stated the Village should address how to provide additional
31 parking with the increased amount of business in the district. Mr. Vender described the setback for the
32 retail tenant as a unique feature and agreed with the concerns relating to off-street parking. He stated he
33 is in favor of the request. Mr. Haller stated he has some concerns with parking and delivery issues and
34 commented he liked the building design. He stated he had no issues with regard to the setbacks. Chairman
35 Bradley agreed with the comments made and stated with regard to the front yard setback, certain
36 standards have not been met and referred to items not within the Board's purview. He stated he would
37 recommend approval for the front yard setback and agreed parking issues within the district need to be
38 addressed. Mr. Haller added he would not like to see this type of design expanded to allow for additional
39 tenants in the rear of a site.

40
41 Chairman Bradley then asked for a motion to recommend approval as noted on page no. 62. A motion to
42 recommend approval was made by Ms. Hanley and seconded by Mr. Haller. A vote was taken and the
43 motion unanimously passed, 5 to 0:

44 AYES: Bradley, Haller, Hanley, Leister, Vender

45 NAYS: None

46
47 ***



Agenda Item Executive Summary

TITLE: Ordinance No. M-22-2024: Cook County Paid Leave Opt-Out Ordinance for Taxing Bodies (Introduction/Adoption)

PRESENTER: Robert M. Bahan

AGENDA DATE: December 17, 2024

CONSENT: No

ITEM TYPE: Ordinances and Resolutions

ITEM HISTORY:

On November 21, 2023, Village Council adopted Ordinance No. M-17-2023, opting the Village as an employer out of the Illinois Paid Leave for All Workers Act and any other obligations regarding mandatory paid leave, except those required by federal laws and state laws preempting the Village's home rule authority. The adopted ordinance effectively opted the Village out of the State Act and the Cook County Ordinance.

EXECUTIVE SUMMARY:

The Cook County Board of Commissioners adopted the Cook County Paid Leave Ordinance, which was passed on December 14, 2023 and took effect December 31, 2023, which, like the state Paid Leave for All Workers Act, requires employers in the county to provide certain minimum paid leave benefits to employees. In March 2024, the County Board of Commissioners adopted an amendment to temporarily exempt schools and park districts from complying with their ordinance until January 1, 2025, despite the State's exemption of schools and park districts in the Paid Leave for All Workers Act. Cook County has not extended this temporary exemption for these units of local government, which means park districts and school districts must comply with the County Ordinance beginning January 1, 2025.

During the week of December 9, New Trier High School, Winnetka School District 36, and the Winnetka Park District contacted the Village Manager's Office, requesting the use of home rule authority to exclude them from the Cook County Paid Leave Ordinance via local ordinance, as their paid leave benefits are already greater than those prescribed by Cook County and compliance with the Cook County ordinance would also create a substantial administrative burden to manage. The Winnetka Public Schools and the Park District state the Cook County Paid Leave Ordinance does not require adequate leave notice for employers, which could result in interruptions in each entity's ability to provide critical services.

As a home municipality, the Village can opt these units of government out of the requirements of Cook County's ordinance. The Village Attorney prepared the attached Ordinance which formally exempts schools and the park district from the County's Paid Leave Ordinance.

RECOMMENDATION:

Consider introduction, and if desired, adoption of Resolution No. M-22-2024: Cook County Paid Leave Opt-Out Ordinance for Taxing Bodies exercising the Village's home rule authority to exempt schools and the park district within Winnetka from the Cook County Paid Leave Ordinance.

ATTACHMENTS:

1. Attachment 1 - Ordinance No. M-22-2024: Cook County Paid Leave Opt-Out Ordinance for Taxing Bodies
2. New Trier and School District 36 Letter to the Village Manager
3. Park District Letter to the Village Manager
4. Ordinance No. M-17-2023: Adopting the Village of Winnetka Paid Leave and Benefits Policy and Opting Out of Paid Leave for All Workers Act

ATTACHMENT 1

ORDINANCE NO. M-22-2024

AN ORDINANCE OPTING THE WINNETKA PARK DISTRICT AND SCHOOL DISTRICTS OUT OF THE COOK COUNTY PAID LEAVE ORDINANCE (SECTION 42-1 THROUGH 42-10 OF THE COOK COUNTY CODE)

WHEREAS, the Village of Winnetka ("**Village**") is an Illinois home rule municipality pursuant to Article VII, § 6 of the Illinois Constitution, 1970, and may, pursuant to said authority, undertake any action and adopt any ordinance relating to its government and affairs; and

WHEREAS, on March 13, 2023, Public Act 102-1143, the Illinois Paid Leave for All Workers Act (820 ILCS 192/1 *et seq.*) ("**Act**") was signed into law by Governor J.B. Pritzker; and

WHEREAS, the Act establishes a mandatory paid leave standard for all employees in Illinois with exceptions for park district and school district employees; and

WHEREAS, Article VII, § 6(i) of the Illinois Constitution of 1970 provides that home rule units of local government may exercise and perform concurrently with the State any power or function to the extent that the General Assembly by law does not specifically limit the concurrent exercise or specifically declare the State's exercise to be exclusive; and

WHEREAS, the Act does not preempt the Village's home rule authority; and

WHEREAS, the Cook County Board of Commissioners ("**County**") adopted the Cook County Paid Leave Ordinance ("**County Ordinance**"), effective December 31, 2023, which, like the Act, requires employers in the County to provide certain minimum paid leave benefits to certain employees; and

WHEREAS, the County Board of Commissioners adopted an amendment to the County Ordinance to temporarily exempt school districts and park districts from complying with the County Ordinance until January 1, 2025 ("**Temporary County Exemption**"); and

WHEREAS, despite the State having exempted park districts and school districts from the Act, the County has not extended the Temporary County Exemption, which means park districts and school districts located in the County must comply with the County Ordinance beginning on January 1, 2025; and

WHEREAS, on November 21, 2023, the Village adopted Ordinance M-17-2023, opting the Village as an employer out of the Act and any other obligations regarding mandatory paid leave, including the County Ordinance, except those required by federal law and state laws preempting the Village's home rule authority; and

WHEREAS, the Village recognizes that that compliance with the County Ordinance imposes a unique hardship on units of local government that provide essential services to the residents of the Village including the Winnetka Park District ("**Park District**"), and Winnetka

Public School District No. 36, and New Trier Township High School District No. 203 (collectively, the “*School Districts*”); and

WHEREAS, the Village further recognizes that compliance with the County Ordinance might affect the Park District’s, and the School Districts’ day-to-day operations and their ability to provide uninterrupted services; and

WHEREAS, the Village deems it necessary to exercise its home rule authority so that the Park District and the School Districts may continue to maintain their existing paid leave benefits program after the expiration of the Temporary County Exemption; and

WHEREAS, this Ordinance, and Ordinance No. M-17-2023, prevail over the County Ordinance to the extent they conflict with the County Ordinance pursuant to Section 6(c) of Article VII of the Illinois Constitution; and

WHEREAS, the Village Council has determined that it will serve and be in the best interest of the Village and its residents to exempt the Park District and School Districts from the County Ordinance as set forth in this Ordinance;

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. EXEMPTION FROM COUNTY ORDINANCE.

A. Pursuant to its authority as a home-rule municipality, the Village hereby declares that the Winnetka Park District, Winnetka Public School District No. 36 and New Trier Township High School District No. 203 are exempt from following the County Ordinance for their own employees who are primarily engaged in work within the Village of Winnetka and may continue to offer those employees the same paid leave benefits that they currently provide to those employees, as such benefits may be amended from time to time.

B. This Ordinance governs over and supersedes all provisions of the County Ordinance to the extent it conflicts with the County Ordinance.

C. This Ordinance, once adopted, applies to all employees of the Winnetka Park District, Winnetka Public School District No. 36 and New Trier Township High School District No. 203 who are primarily engaged in work within the Village of Winnetka.

SECTION 3. SEVERABILITY. If any section, paragraph, clause or provision of this Ordinance is held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance.

SECTION 4. EFFECTIVE DATE. This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as required by law.

December 17, 2024

M-22-2024

PASSED this 17 day of December, 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

ATTACHMENT 2

To: Rob Bahan, Village Manager
From: Chris Johnson, New Trier Associate Superintendent
Paul Sally, New Trier Superintendent
Kelly Tess, Winnetka 36 Superintendent
Re: Cook County Paid Leave Ordinance
Date: December 9, 2024

Introduction

New Trier Township High School District 203 and The Winnetka Public Schools District 36 are fortunate to employ a dedicated group of staff members to serve the students in our community. With the salary and benefit structures currently in place, we are able to recruit and retain staff members, with benefits that meet or exceed our peers. The school districts believe that the Cook County Paid Leave Ordinance (“CCPLO”) would create an undue burden on our school districts, and respectfully request that the Village of Winnetka amend their existing ordinance to exempt school districts, as it has for Village employees.

The CCPLO mandates up to 40 hours of paid leave to be used for any purpose (accruing at a rate of one hour of leave per every 40 hours worked). Only 40 hours are guaranteed to rollover or be instantly available via frontloading. New Trier and Winnetka 36 employees already receive robust leave benefits that on the whole, far exceed these benefits.

Burdens Related to the Ordinance

The following is a preliminary list of financial and administrative burdens from the ordinance.

- The CCPLO would create an administrative burden by requiring the School Districts to alter long established leave systems to accommodate a new system thrust upon the School District by the County
- The Act does not require employees to provide adequate notice to take paid leave, which would unduly impact the operation of the school systems and be a detriment to our students.
- It would create a financial burden, as substitute teachers who have never received paid leave benefits in Illinois would now accrue fractional days based upon a few weeks or months of work.
- The State of Illinois exempted school districts from the Paid Leave for All Workers Act (“PLAWA”) because it does not make sense for schools where the majority of employees work 9-10 months per year and have winter, spring and summer breaks built into their schedule and compensation structures
- The School Districts already provide robust leave benefits that are tailored to the particular employee groups and work years, as set forth below. The County’s one-size-fits-all approach does not work for schools.

Summary of Current Benefits for School Districts

The benefits currently provided by the school districts and their collective bargaining agreements are summarized below, demonstrating the comprehensive and depth of our current benefit programs.

New Trier High School District 203

New Trier Education Association (Teachers)

- Teachers work 9 months of the year
- 2.5 months off in summer; 2 weeks break in winter; 1 week spring break
- *Sick Leave*: awarded 180 days upon hire and then 14 days annually
 - May accrue up to 360 sick days
 - Six weeks of sick days may be used for adoption leave
 - Sick leave can be used for bereavement.
- *Personal Leave*
 - 3 days per school year
 - May be used for any reason except to extend holidays/breaks

New Trier Educational Support Professionals Association (Support Staff)

- *Sick Leave*: awarded 15 sick days (12-month employees) or 12 sick days (9 month employees)
 - May accrue up to 260- days of leave
- *Bereavement leave*: 5 days of paid leave
- *Personal Leave*
 - 2 days per school year with option to convert additional 4 sick days to personal days annually
 - May be used for any reason except to extend holidays/breaks
- *Vacation*: 12-month employees are granted at least 6 days of paid vacation and up to 15 paid days (based on length of service). 9-month employees (similar to teachers) do not receive vacation days.
- *Paid Holidays*: Staff receive paid holidays that are in excess of a typical private sector employer, typically 9 days for school year employees and 16 days for a 12-month employee.

New Trier Physical Plant Services Association (Custodial, maintenance and grounds workers)

- *Sick Leave*: awarded 15 sick days
 - May accrue up to 240- days of leave
- *Personal Leave*
 - 3 days per school year
- *Bereavement leave*: 5 days of paid leave

- *Vacation:* 12-month employees are granted at least 10 days of paid vacation and up to 20 paid days (based on length of service). 9-month employees (similar to teachers) do not receive vacation days.
- *Paid Holidays:* Staff receive paid holidays that are in excess of a typical private sector employer, typically 9 days for school year employees and 16 days for a 12-month employee.

Administrators and Non-bargaining Unit Employees (Other than substitutes teachers)

Administrators and staff who are exempt from unions (e.g., confidential positions) receive similar benefits dependent on individual employment contracts and based on our staff benefit plan, which generally mirror the benefits provided to union members and defined above.

Substitute Teachers

Substitute teachers are sporadic employees who are free to work for as many or as few days as they prefer. Substitute teaching assignments are posted on an online app and the individual may accept or reject the assignment. Substitutes – by their very nature – are filling in for teachers who are already absent on a leave (e.g., sick, personal, etc.). There is already a substitute teacher shortage and providing paid time off to these employees would only exacerbate this problem.

Winnetka School District 36

WEA (Teachers and Associates)

- *Sick Leave: Annual Sick Days (Teachers)* - Each full-time Certified Staff member hired before June 30, 2022, will receive the following annual allotment of sick leave days with full pay per school term:
 - 15 days beginning years 1 through 2;
 - 60 days beginning years 3 through 5
 - 15 days beginning years 6 through 10;
 - 16 days beginning years 11 through 20;
 - 17 days beginning year 21.
- *Sick Leave: Annual Sick Days (Teachers)* Each full-time Certified Staff member hired on or after June 30, 2022, will receive the following annual allotment of sick leave days with full pay per school term:
 - 15 days beginning years 1 through 3;
 - 50 days beginning year 4;
 - 20 days beginning years 5 through 6;
 - 15 days beginning years 7 through 10
 - 16 days beginning years 11 through 20;
 - 17 days beginning year 21.

- *Sick Leave:* Annual Sick Days (Associates) Each full-time Non-Certified Staff member will receive the following annual allotment of sick days with full pay per school term:
 - 12 days beginning years 1 through 10;
 - 13 days beginning years 11 through 15;
 - 14 days beginning years 16 through 20;
 - 15 days beginning with year 21.
 - No maximum on the number of Sick Days accrued
- *Bereavement leave:* 5 days of paid leave
- *Personal leave:* (Teachers and Associates) 3 full days each year
 - Unused days roll into accumulated sick leave
 - May be used for any reason except to extend holidays/breaks

SEIU (Custodial and Maintenance)

- *Sick Leave:* 15 days per year. New full-time employees are grafted sick leave credit of 1.25 days per month up to 15 days for the fractional part of the first year's work. Maximum allowable accumulation of 360 days.
- *Personal Leave:* 3 days per year
- *Bereavement:* 3 days of paid leave

Non-Union (District Office Staff and Administration)

- *Sick Leave:* 15 days per year (no accrual maximum)
- *Personal Leave:* 3 days per year (unused days roll into accumulated sick leave)
- *Bereavement Leave:* 5 days
- *Vacation:* Central Office Administrators - 20 days per year;
 - Classified District Office Staff:
 - Less than 1 year of service - 10 days (pro-rated if necessary)
 - After 1 year of service - 10 days
 - After 2 years of service - 15 days
 - After 7 years of service - 20 days

Substitute Teachers

This employee group is "at will," meaning that they can be released at any time with concerns regarding a substitute's ability to adequately perform the duties of the position, with the exception of a long term substitute hired for a guaranteed 119 days of employment at each of our five school buildings.



Winnetka Park District
540 Hibbard Road
Winnetka, IL 60093
(847) 501-2040
winpark.org

ATTACHMENT 3

December 10, 2024

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

Subject: Request for Ordinance Aligning with State Law to Exempt Community from the Cook County Paid Leave Ordinance

Dear Mr. Bahan,

On behalf of the Winnetka Park District, I respectfully request the Village Council's consideration of an ordinance declaring all employers within the Village exempt from the Cook County Paid Leave Ordinance, specifically to ensure alignment with state law. The Illinois Paid Leave for All Workers Act (The Act) explicitly exempts park districts from its provisions. Taking this step would eliminate discrepancies between the County Ordinance and state statute, providing clarity and consistency for local employers.

Background

In March 2023, Governor Pritzker signed The Act into law, establishing a statewide framework for paid leave that requires certain employers to provide a minimum of one hour of leave for every 40 hours worked, up to 40 hours annually. Notably, The Act specifically and expressly exempts Park Districts from its requirements.

However, the Cook County Board of Commissioners adopted its own paid leave ordinance on December 14, 2023, which does not include similar exemptions for park districts. This omission creates a direct conflict between state and county regulations, requiring park districts within Cook County to provide paid leave under the County Ordinance despite their exemption under state law.

Recognizing this inconsistency, the Cook County Board implemented a temporary exemption for park districts, which is set to expire on January 1, 2025. Without further action, this expiration will force local governmental entities to comply with the County Ordinance, contrary to their exemption under The Act.

Most recently, and in our general area, the Village of Glenview adopted an ordinance on December 3, 2024, exempting all employers within its boundaries from the Cook County Paid Leave Ordinance. Glenview's action underscores the importance of preserving consistency with state law and ensuring that park districts are not subject to conflicting regulations.

Request for Action

To resolve this conflict and align with state law, I urge the Village Council to adopt an ordinance exempting all employers within the Village from the Cook County Paid Leave Ordinance. This exemption is critical for ensuring that we are treated consistently with the clear intent of Illinois law.

Community Impact

As a park district, our mission is to serve the community by providing accessible, high-quality programs, events, and facilities. Our services are funded approximately 40% through taxpayer dollars, and any changes to our cost structures can significantly impact the financial stability of our programs and facilities. Unlike private businesses, park districts are limited in our ability to generate additional revenue, as we operate within fixed budgets approved by our local taxpayers. Compliance with the Cook County Paid Leave Ordinance would impose additional financial and administrative challenges that may ultimately limit our capacity to deliver essential services to the community.

Our focus is on our approximately 300 part time and seasonal employees as our park district already provides full time employees and those year-around part time employees working over 20 hours a week with more vacation time than the Ordinance would require. I have provided Section 7.9 from our Personnel Policy Manual that indicate the benefits eligible part-time employees currently receive as it relates to time off. We would like to continue with this current policy. While we sympathize with the intent of the original Ordinance and with private sector employees previously granted little to no paid time off during the work year, park district employees are not lacking in opportunities to rest, vacation, attend family events, or undertake any of the other activities contemplated by this Ordinance.

Park districts such as Winnetka, rely on seasonal and part-time staff, particularly in roles that support programming, facilities management, and community events. As a result, staffing our popular summer camps, holiday programs, and special events—which are essential services to families and the community—poses a unique challenge. Compliance with the Cook County Paid Leave Ordinance could exacerbate the need to find replacement staff on short notice which can place an undue burden on remaining team members, potentially risking safety if critical positions are vacant on any particular day. In the peak summer months, when parents and caregivers rely on our programming while school is out of session, any staffing shortages could result in program cancellations or facility closures, negatively impacting community members who depend on these resources. The added complexity and expenses of managing these benefits would be better spent on supporting the programming and services our community expects of their park district.

As you know, park districts tax levies are governed by the Property Tax Limitation Law (PTELL) and limited to increases by CPI or 5%, whichever is lower. CPI for the 2024 extension 3.4% (taxes payable in 2025) and currently CPI is expected to be even lower for the 2025 extension (taxes payable in 2026). This limited available funding is already going towards the increased cost of inflationary goods, increased minimum wage and other costs of operations and capital improvements. There is simply no other funding to cover this mandate, which our State legislators recognized, thus they excluded park districts. The only options park districts will have are to eliminate programming, reduce hours, close facilities, limit services or pass on the expense to our users. Passing on increased charges while offering less will only hurt our residents, making it less desirable and more costly to live in our community. This may require the Winnetka Park District to reduce the number of services and programs we offer and will also reduce the number of available jobs for youth, many of whom need these roles to learn new skills, build up their college applications or provide a positive outlet during down time. We, as are most park districts, a first time employer of our youth preparing them for their future.

While we are entertaining our 2025 budget process at this time and have the added expense accounted for, it is an estimate and can't necessarily account for operational changes caused by further lack of staffing concerns that we have not had imposed before.

Recommendation

We respectfully request that the Village Council consider an ordinance at the December 17, 2024 Village Council Regular Board Meeting exempting all employers within the Village boundaries from the Cook County Paid Leave Ordinance. Swift action is essential, as compliance with the County Ordinance will otherwise be required beginning January 1, 2025.

Thank you for your attention and consideration of this important matter. We are happy to provide any additional information or collaborate further to support this effort. For your convenience, the December 3, 2024 ordinance adopted by the Village of Glenview is included for reference.

Sincerely,



Shannon Q. Nazzal, CPRE
Executive Director
Winnetka Park District

ATTACHMENT 4

ORDINANCE NO. M-17-2023

**AN ORDINANCE ADOPTING THE VILLAGE OF WINNETKA'S CURRENT PAID
LEAVE AND BENEFITS POLICY AND OPTING OUT OF THE ILLINOIS PAID LEAVE
FOR ALL WORKERS ACT (820 ILCS 192/1 et seq.)
FOR ALL VILLAGE OF WINNETKA EMPLOYEES**

WHEREAS, the Village of Winnetka ("*Village*") is an Illinois home rule municipality pursuant to Article VII, § 6 of the Illinois Constitution, 1970, and may, pursuant to said authority, undertake any action and adopt any ordinance relating to its government and affairs; and

WHEREAS, on March 13, 2023, Public Act 102-1143, the Illinois Paid Leave for All Workers Act (820 ILCS 192/1 *et seq.*) ("*Act*") was signed into law by Governor J.B. Pritzker; and

WHEREAS, the Act establishes a mandatory paid leave standard for all employees in Illinois, with limited exceptions; and

WHEREAS, effective January 1, 2024, the Act will apply to all Illinois employers, including municipalities, unless the employer is subject to an existing municipal or county ordinance that requires the employer to provide any form of paid leave to their employees or unless a specific exemption applies; and

WHEREAS, the Village recognizes the importance of paid leave and provides all municipal employees of the Village with benefits, including paid leave, that are more generous than those required under the Act; and

WHEREAS, the mandatory paid leave standard required by the Act constitutes an unfunded mandate on the Village under the State Mandates Act, 30 ILCS 805/1, *et seq.*; and

WHEREAS, Article VII, § 6(i) of the Illinois Constitution of 1970 provides that home rule units of local government may exercise and perform concurrently with the State any power or function to the extent that the General Assembly by law does not specifically limit the concurrent exercise or specifically declare the State's exercise to be exclusive; and

WHEREAS, the Act does not preempt the Village of Winnetka's home rule authority; and

WHEREAS, the Village Council has determined that supplementing the Village's generous existing benefits and leave policy for its employees with the Act's mandatory paid leave standard would place undue financial and operational burdens on the Village of Winnetka, its vital operations, and, ultimately, its residents; and

WHEREAS, pursuant to 820 ILCS 192/15(p), the provisions of the Act do not apply to any employer that is covered by a municipal or county ordinance that: (i) requires employers to provide any form of paid leave to their employees, including paid sick leave; and (ii) is in effect on the effective date of the Act; and

November 21, 2023

M-17-2023

WHEREAS, the Village Council has determined that it will serve and be in the best interest of the Village and its residents to affirm the Village's commitment to providing leave benefits to all of its employees in the manner set forth in this Ordinance;

NOW, THEREFORE, BE IT ORDAINED BY THE VILLAGE COUNCIL OF THE VILLAGE OF WINNETKA, ILLINOIS, 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. AFFIRMATION AND ADOPTION OF PAID LEAVE POLICY.

A. Pursuant to its authority as a home-rule municipality, the Village hereby affirms and adopts its current leave policy and benefits package for all Village employees as set forth in the Village's Code of Ordinances, the Village's Employee Handbook, and any collective bargaining agreements to which the Village is a party, and other binding legislative actions governing paid leave adopted by the Village Council, as the same may be amended from time-to-time.

B. This Ordinance governs over and supersedes all provisions of the Act impacting the employment relationship between the Village of Winnetka and its employees.

C. This Ordinance, once adopted, shall apply to all employees of the Village; provided, however, that nothing in this Ordinance shall be deemed to affect the validity or change the terms of currently-existing collective bargaining agreements to which the Village is a party on or before December 31, 2023.

D. No additional obligations with regard to mandatory paid leave, including, without limitation, any obligations adopted under the Act by the State of Illinois, shall apply to the Village in its capacity as an employer, except those required by federal or State of Illinois laws and regulations preempting the Village's home rule authority.

SECTION 3. SEVERABILITY. If any section, paragraph, clause or provision of this Ordinance is held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance.

SECTION 4. REPEALER. All ordinances or resolutions or parts of ordinances or resolutions in conflict herewith, to the extent of such conflict, are hereby changed and amended to comply with this Ordinance; and to the extent the same cannot be so amended, are hereby repealed to the extent of such inconsistency.

SECTION 5. EFFECTIVE DATE. This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as required by law.

[SIGNATURE PAGE FOLLOWS]

PASSED this 21 day of November, 2023, pursuant to the following roll call vote:

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

NAYS: _____

ABSENT: Trustee Dalman

APPROVED this 21 day of November, 2023.

Signed:



Village President

Countersigned:



Village Clerk

Published by authority of the
President and Board of Trustees
of the Village of Winnetka,
Illinois, this 22nd day of
November, 2023.

Introduced: November 21, 2023

Passed and Approved: November 21, 2023