



Village of Winnetka

Village Council Regular Meeting

December 2, 2025 at 7:00 PM

Police Department
410 Green Bay Road

AGENDA

- 1. Call to Order**
- 2. Pledge of Allegiance**
- 3. Quorum**
 - a. December 9, 2025 Study Session - Cancelled
 - b. December 16, 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. October 21, 2025 Regular Meeting
 - ii. November 4, 2025 Regular Meeting
 - b. Approval of Warrant List Dated November 14, 2025 - November 26, 2025
 - c. Ordinance No. MC-09-2025: Amending the Winnetka Village Code Concerning the Use of Leaf Blowers (Introduction/Adoption)
 - d. Ordinance No. MC-10-2025: Amending Section 2.72.020 of the Village Code Regarding the Village's Administrative Adjudication System (Adoption)
 - e. Resolution No. R-88-2025: Waiving Bidding and Approving the Purchase of Valve Actuators from LAI, LTD (Adoption)
 - f. Resolution No. R-93-2025: Approving a Non-Exclusive License Agreement for the Use of the Post Office Parking Lot and Dwyer Park for the 2025 Tree Lighting Ceremony (Adoption)
 - g. Resolution No. R-96-2025: Approving an Eighth Amendment to a Lease Agreement Between the Village of Winnetka and the United States Postal Service (Adoption)
 - h. Resolution No. R-97-2025: Approving an Addendum to the Security Services Agreement Between the Village and P4 Security Services, LLC (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.

- i. Resolution No. R-100-2025: Approving and Authorizing the Execution of a Prosecutorial Services Agreement with Addis Law Group, LLC (Adoption)
- j. FY 2026 Village Budget
 - k. Ordinance No. MC-08-2025: Enacting a Home Rule Municipal Retailers' Occupation Tax and a Home Rule Municipal Service Occupation Tax (Adoption)
 - l. Resolution No. R-90-2025: Adopting the Annual Budget for the Fiscal Year Beginning January 1, 2026 and Ending December 31, 2026 (Adoption)
 - m. Resolution No. R-91-2025: Establishing Rates and Fees Related to Utility Services (Adoption)
 - n. Resolution No. R-92-2025: Amending General, Building, and Miscellaneous Service Fees (Adoption)
- o. Property Tax Levy and Abatement Ordinances
 - p. Ordinance No. M-15-2025: Levying Taxes for the Year 2025 (Adoption)
 - q. Ordinance No. M-16-2025: Abating the Tax Heretofore Levied for the Year 2025 to Pay the Principal of and Interest on Taxable General Obligation Refunding Bonds, Series 2020, of the Village of Winnetka, Cook County, Illinois (Adoption)
- r. Approval of Village Council Meeting Schedule for 2026

8. Presentations

- a. Green Bay Road Streetscape Presentation & Policy Direction

9. Ordinances and Resolutions

- a. Ordinance No. M-18-2025: Granting a Special Use Permit for the Operation of a Medical Office Within the C-2 Commercial Overlay District of the Village (730 Elm Street, Suite 130) (Introduction/Adoption)
- b. Ordinance No M-19-2025: Granting a Variation from the Winnetka Zoning Ordinance to Allow the Construction of an Addition to an Existing Detached Garage Within the R-1 Single Family Residential District (20 Fox Lane) (Adoption)

10. Old Business

11. New Business

12. Appointments

13. Closed Session

14. Adjournment

**MINUTES
WINNETKA VILLAGE COUNCIL
REGULAR MEETING
October 21, 2025**

(Approved: xx)

A record of a legally convened meeting of the Council of the Village of Winnetka, which was held at Council Chambers on Tuesday, October 21, 2025, at 7:00 PM.

- 1) Call to Order. President Dearborn called the meeting to order at 7:00 PM. Village Manager Kristin Kazenas called the roll. Present: Trustees Kirk Albinson, Rob Apatoff, Kim Handler, Scott Myers and Bridget Orsic. Absent: Trustee Tina Dalman. Also present: Village Attorney Peter Friedman, Assistant Community Development Director Ann Klaassen, Sustainability Coordinator Elyse Steiner and approximately 35 persons in the audience.

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

Call to Order. Village Manager Kristin Kazenas called Trustee Handler for attendance.

- 2) Pledge of Allegiance. Trustee Myers led the group in the Pledge of Allegiance.
- 3) Quorum.
- a) October 30, 2025 All Day Budget Review Meeting All of the Council members present said they expect to attend.
 - b) November 4, 2025 Regular Meeting All of the Council members present said they expect to attend.
 - c) November 11, 2025 Study Session – Cancelled
 - d) November 18, 2025 Regular Meeting All of the Council members present said they expect to attend.
- 4) Public Comment:

- i) Warren James addresses Council regarding concerns related to the approval of a change order no. 1 to the contract with Di Meo Brothers, Inc..

Trustee Dalman enters at 7:15pm

- ii) Ben Dietz requests that the Village enhance pedestrian and bike safety along Willow Road and Berkeley Avenue near Crow Island Woods and the historic Schmidt-Burnham Log House.
- iii) Vince Peliti addresses Council regarding pedestrian safety at Willow Road and Berkeley Avenue and states support in any mitigation efforts to provide safety enhancements.

- 5) Reports:

- a) Trustees.

i) Trustee Handler states that Village Manager Kristin Kazenas was present at the Farmer's Market to meet and engage with community members.

b) Attorney. No report.

c) Manager. No report.

d) Village President.

President Dearborn reports that he met with the President of the New Trier Township High School District Board, Jean Hahn, President of the Winnetka Park District Board, Elise Gibson, and President of the Winnetka-Northfield Library District Board, Laura Freechack, to discuss priorities and communication between Village staff and respective staffs.

In addition, President Dearborn met with Kenilworth Village President, Cecily Kaz, Wilmette Village President, Senta Plunkett, Glencoe Village President, Howard Roin, and Northfield Village President, Tracey Mendrek, to establish positive communication and various Village priorities.

6) Establishment of the Consent Agenda.

Trustee Myers 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 Warrant List Dated October 3, 2025 – October 16, 2025 in the amount of \$741,590.48.

b) Ordinance No. M-14-2025: Authorizing the Disposition of Surplus Personal Property Owned by the Village of Winnetka (Introduction/Adoption)

c) Resolution No. R-74-2025: Approving Change Order No. 1 to the Contract with Di Meo Brothers, Inc. for Construction Services for the Elder Storm Sewer Outfall Replacement Project (Adoption)

d) Resolution No. R-79-2025: Waiving Bidding Requirements and Authorizing the Purchase of Three Village Vehicles for 2025 (Adoption)

e) Resolution No. R-80-2025: Approving an Agreement with GSG Consultants Inc. for Retaining Wall Design & Construction Services (Adoption)

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

8) Ordinances and Resolutions. None.

9) Discussion.

a) Tower Court Condos Concept Review

Assistant Community Development Director Ann Klaassen advises Council of a planned development concept plan application submitted by OKW Architects regarding a four-story mixed use planned development. The four-story mixed use development consists of 15,400 square feet of commercial space, approximately 15 residential condominium units

on the three upper levels and a total of 36 parking spaces consisting of 7 spaces at street level and 29 spaces on the lower underground level.

Ms. Klaassen provides information regarding the planned development process; concept plan review, preliminary plan review, and final plan review, information regarding the proposed site including zoning, commercial uses, and comprehensive plan standards.

Additionally, Ms. Klaassen states the requirements regarding rezoning, demolition, plat of consolidation, zoning specifics, and special use permit requirements regarding parking and parking exceptions.

Jon Talty, CEO of OKW Architects, provides Council information regarding property specifics, collaboration of residential and commercial use, consideration of building mass, intention of project to enhance vibrancy, residential specifications, proposed footprint, matters related to parking, architectural components, and high demand for condominiums.

Council discusses residential unit specifications, building amenities, vehicular and pedestrian traffic, commercial and residential components, architectural design, building mass, and parking concerns.

Public Comment

Katie Stevens expresses concerns regarding parking and requests reconsideration of the building height.

Ted Wynnychenko suggests lower level parking to accommodate both residential and commercial parking.

Joanna Caratz requests additional information regarding access to the roof garden and outdoor space.

Council provides feedback regarding parking consideration, consideration of setback requirements, access for pedestrian, bicycle, and vehicular traffic, accommodation of emergency vehicle access, and building mass and height limitations.

10) Old Business. None.

11) New Business.

a) Environmental, Forestry, and Sustainability Commission Solar Panels Regulations Presentation

At the direction of President Dearborn, EFSC members were asked to recommend zoning changes to lessen the burden for residents interested in adding solar panels to generate clean energy as the zoning ordinance has not been updated to adequately address solar panel installation.

Peter Eck, Chair of the EFSC, provides information regarding the current state of residential solar in the community; first installation of solar, increase in capacity of residential solar installations, Winnetka Residential Solar credit system, and aid in reduction of Winnetka's demand during peak load periods.

Chair Eck provides information regarding the comparison of solar installation with neighboring communities, matters related to current code standings, and recommendations to pass an ordinance allowing Winnetka Residential Solar a permitted accessory use.

King Poor, EFSC Commissioner, provides information regarding residential solar installation process, requirements, costs, and recommendations to streamline the Village's

solar installation process.

Chair Eck addresses Council regarding nationwide data regarding solar use, installation data between neighboring communities, recommendation to modernize Winnetka's solar panel zoning ordinance, guiding principles, and input received from professionals with expertise in solar.

Chair Eck states the proposed ordinance would allow residential solar panels as permitted accessory use, allow for building-mounted or ground-mounted installations, although ground-mounted installation would be permitted for rear yards only, require installations to obtain Village permits and inspections by both Utility and Fire Departments. The proposed ordinance would also require installations to include proper emergency access pathways and ventilation, meet all setback limits and fire safety requirements, ensure panels do not create glare or heat impacts to adjacent properties or roads, and require systems inactive for 12 months to be decommissioned and removed by the owner. Should property owners be required to remove trees, the Village's existing tree removal ordinance would still apply.

Council discusses the proposed ordinance, information regarding owning versus leasing equipment, placement of solar panels, and energy storage.

Council provides direction to prepare an ordinance for the proposed zoning changes. President Dearborn suggests that EFSC present to Council a plan for future initiatives at a later time.

b) Adoption of Lakefront Policy Guidelines

Village Attorney Peter Friedman reviews a lakefront policy guidelines document elaborating on Village policy in response to a number of questions raised by members of the community and due to public safety concerns.

Village Attorney Peter Friedman provides a summary of key points to the proposed lakefront policy guidelines document addressing various issues raised regarding the lakefront; public versus private land, matters related to changes in the waterline both naturally and artificially, public trust line, permitted activities allowed in public trust land, and private construction along the lake.

Council discusses language regarding private and public structures and benefits of providing a public document to set forth policy direction for public entities and members of the community.

Public Comment

Ted Wynnychenko addresses concerns expanded uses and public versus private use.

Laurie Morse addresses Council regarding concerns related to lakefront construction, safety issues and public versus private ownership.

Irene Smith addresses matters related to transparency regarding the proposed lakefront policy guidelines.

John Root requests that the proposed lakefront policy guidelines be reconsidered to address the authority given to the IDNR and concerns related to the proposed guidelines.

Chuck Dowding addresses matters related to public and private land along the lakefront, transparency regarding the proposed policy guidelines, and expresses various concerns with the proposed policy guidelines.

Katie Stevens addresses matters related to groins and requests additional reconsideration of the proposed policy guidelines document.

Kris Schriesheim expresses concern regarding the proposed policy guidelines, private and public land, permitting, and requests that the document be reconsidered.

Joanna Caratz encourages Council to evaluate Chuck Dowding's notes.

Council discusses various concerns related to the policy guidelines, litigation, importance of transparency, signage, State determination of public and private land, and the importance of proper enforcement.

President Dearborn confirms that Council will further consider the proposed draft of the lakefront policy guidelines.

12) Appointments: None.

13) Closed Session: None.

14) Adjournment. Trustee Myers, seconded by Trustee Dalman moved to adjourn the meeting. By voice vote, the motion carried. The meeting adjourned at 9:52 p.m.

Recording Secretary

**MINUTES
WINNETKA VILLAGE COUNCIL
REGULAR MEETING
November 4, 2025**

(Approved: xx)

A record of a legally convened meeting of the Council of the Village of Winnetka, which was held at Council Chambers on Tuesday, November 4, 2025, at 7:00 PM.

- 1) Call to Order. President Dearborn called the meeting to order at 7:00 PM. Village Manager Kristin Kazenas called the roll. Present: Trustees Kirk Albinson, Rob Apatoff, Tina Dalman, Kim Handler, Scott Myers and Bridget Orsic. Absent: None. Also present: Deputy Village Clerk Berina Gradjan, Village Attorney Peter Friedman, Police Chief Brian O'Connell, Public Works Director Tom Powers, Engineering Director Jim Bernahl, and Community Development Director Scott Mangum and approximately 20 persons in the audience.
- 2) Pledge of Allegiance. Trustee Handler led the group in the Pledge of Allegiance.
- 3) Quorum.
 - a) November 11, 2025 Study Session - Cancelled
 - b) November 18, 2025 Regular Meeting All of the Council members present said they expect to attend.
- 4) Public Comment:
 - i) Ted Wynnychenko addresses Council regarding lakefront construction and matters related to the lakefront policy guidelines document provided by Village Attorney Peter Friedman.
 - ii) Susie Schreiber invites Council and members of the public to the VFW Veterans Day celebration at the Winnetka Community House on November 11th from 5pm – 6pm.
- 5) Reports:
 - a) Trustees. None.
 - b) Attorney. None.
 - c) Manager.

Village Manager Kazenas advises the public that due to construction, the 2nd floor of the Village Hall will be closed beginning November 5th through the end of December, and all public meetings will be held in the Police Department classroom at 410 Green Bay Road.
 - d) Village President.

Village President Dearborn announced the removal of the lakefront policy guidelines from Council consideration at this time to further review various issues raised.
- 6) Presentations.
 - a) Presentation by Library Board President Laura Freechack

Due to unfortunate circumstances, Library Board President Laura Freehack will be unable to attend the meeting. Her presentation will be scheduled to a later date.

7) Establishment of the Consent Agenda.

Without objection, Resolution No. R-84-2025 will be removed from the consent agenda for a separate vote.

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

8) Approval of the Consent Agenda

a) Approval of the Village Council Minutes

i. September 9, 2025 Regular Meeting & Study Session

ii. September 16, 2025 Regular Meeting

b) Approval of Warrant List Dated October 17, 2025 - October 30, 2025 in the amount of \$1,068,089.19

c) Resolution No. R-81-2025: Approving the Disposal of a Water & Electric Skid Steer and Purchase of a New Water & Electric Skid Steer from Atlas Bobcat (Adoption)

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

9) Ordinances and Resolutions.

a) Ordinance No. M-13-2025: Approving a Final Plat of Subdivision and Granting Variations from the Winnetka Zoning Ordinance (881 and 833 Private Road) (Introduction/Adoption)

The property owners of 881 and 833 Private Road submitted an application seeking approvals as part of a final subdivision plat approval to relocate the lot line dividing the two properties.

Community Development Director Scott Mangum provides information regarding zoning of the properties, information regarding the triangular area to be conveyed between the two lots, proposed resubdivision, variations, zoning standards, and setbacks, and suggested approvals by the Plan Commission and Zoning Board of Appeals.

Christopher Canning, Attorney at Canning & Canning LLC, representing Jesse Van Dyke, owner of 881 Private Road, addresses Council regarding zoning, variations, and lot details.

Trustee Albinson, seconded by Trustee Handler, moved to waive introduction of Ordinance No. M-13-2025. By voice vote, the motion carried.

Trustee Albinson, seconded by Trustee Orsic, moved to adopt Ordinance No. M-13-2025. By roll call vote, the motion carried. Ayes: Trustees Albinson, Apatoff, Dalman, Handler, Myers and Orsic. Nays: None. Absent: None.

b) Ordinance No. M-17-2025: Granting a Special Use Permit for the Operation of a Hair Salon Within the C-2 Commercial Overlay District of the Village (986 Green Bay Road) (Introduction/Adoption)

Sit Still Kids Salon submitted an application seeking approval of a special use permit to operate a children-oriented hair salon at 986 Green Bay Road.

Community Development Director Scott Mangum advises Council of the request for a special use permit submitted, provides information related to zoning of the subject property, proposed floor plan, business operations including staffing and hours, anticipated parking volume, and consideration and evaluation process of the business by lower advisory boards.

Brittany Jordan, Co-Owner of Sit Still Chicago, advises Council of Sit Still Kids business operations, business safety, commitment to enhancing the vibrancy of the business district, traffic and parking access, confirms the sprinkler system adheres to the International Fire Code, and their commitment to engaging, with neighbors in a professional, respectful, and cooperative manner.

Council discusses matters related to noise mitigation, sprinkler system requirements, matters related to the buildings sanitary sewer system, plumbing, pedestrian and traffic concerns, and parking accessibility.

Public Comment

Marlene Calders advises Council of concerns related to the building sewage system and pedestrian and traffic safety concerns.

Kathleen Geary addresses concerns related to the building sewage system and parking concerns.

Jen Epstein addresses concerns related to building infrastructure and the sewer system.

Council discusses the added value of Sit Still Kids in the business district and addresses concerns raised regarding the sewage system, pedestrian safety and parking.

President Dearborn directs Council to consider only introduction in an effort to further consider the special use permit requested in response to a number of concerns raised by residents.

Trustee Myers, seconded by Trustee Apatoff, moved to introduce Ordinance No. M-17-2025. By voice vote, the motion carried.

c) Resolution No. R-83-2025: Approving a First Amendment to an Extension Agreement Between the Village and Strand Associates, Inc. for Engineering Design Services for the Stormwater Alternatives Study for Western and Southwestern Winnetka (Adoption)

On June 21, 2022, Council approved a resolution authorizing an extension agreement for design services for West and Southwest Winnetka Stormwater Management Conveyance project involving roadway reconstruction and removal and replacement of a water main.

Engineering Director Jim Bernahl states that not all the streets in these neighborhoods are impacted by the conveyance project, resulting in several roadway and water main improvement gaps. As a result, additional design services are requested to be considered to the conveyance project design to address roadway reconstruction and water main replacement gaps.

Mr. Bernahl provides information regarding minimizing impacts to residents while achieving project milestones in a timely manner, project scope, additional design services, and funding overview.

Council discusses components to the design services, various grants and funding.

Trustee Albinson, seconded by Trustee Dalman, moved to adopt Resolution No. R-83-2025. By roll call vote, the motion carried. Ayes: Trustees Albinson, Apatoff, Dalman, Handler, Myers and Orsic. Nays: None. Absent: None.

d) Resolution No. R-84-2025: Approving an Agreement with Hey and Associates, Inc. for Final Design Services for the Spruce Street - Road End Access (Adoption)

In August 2024, a request for proposals was advertised for the Spruce Street road end beach design, and, in response, staff selected Hey and Associates based on their experience working on various bluffs.

Public Works Director Tom Powers states the first phase of the design process would be an alternative analysis and a concept design, and three alternatives requested to be studied were regarding ADA accessibility. The second phase would include the final design, and rather than hire Hey for a final design that may not be required, they were instead just hired to perform the concept design. Mr. Powers confirms that the amount of that contract was within the Village Managers Authority.

Additionally, Mr. Powers advises Council regarding cost estimates related to the three alternatives for ADA accessibility.

Council discusses ADA compliance, stair replacement, costs, correspondence with property owners impacted.

Public Comment

Warren James addresses concerns regarding limited public access to the lakefront and encourages Council to enhance public access. Additionally, Mr. James expresses concerns related to public and private property.

Ted Wynnychenko addresses Council regarding concerns related to public access and ADA compliance.

Council further discusses costs, design services and public access enhancements.

Trustee Apatoff, seconded by Trustee Albinson, moved to adopt Resolution No. R-84-2025. By roll call vote, the motion carried. Ayes: Trustees Albinson, Apatoff, Dalman, Handler, Myers and Orsic. Nays: None. Absent: None.

10) Old Business. None.

11) New Business. None.

12) Appointments: None.

13) Closed Session for the Purpose of Discussing Pending Litigation, Probable or Imminent Litigation Pursuant to Section 2(c)(11) of the Open Meetings Act.

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

The Council adjourned into Closed Session at 8:19 p.m.

14) Adjournment. The Closed Session meeting ended at 9:38 p.m.

Recording Secretary



Agenda Item Executive Summary

TITLE: Approval of Warrant List Dated November 14, 2025 - November 26, 2025

PRESENTER: Kristin Kazenas

AGENDA DATE: December 2, 2025

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

None.

EXECUTIVE SUMMARY:

The Warrant List Dated November 14, 2025 - November 26, 2025.

RECOMMENDATION:

Consider Approving the Warrant List Dated November 14, 2025 - November 26, 2025.

ATTACHMENTS:

None



Village of WINNETKA, IL

Agenda Item Executive Summary

TITLE: Ordinance No. MC-09-2025: Amending the Winnetka Village Code Concerning the Use of Leaf Blowers (Introduction/Adoption)

PRESENTER: Kristin Kazenas

AGENDA DATE: December 2, 2025

CONSENT: Yes

ITEM TYPE: Ordinances and Resolutions

ITEM HISTORY:

June 20, 2023 - Council adopted Ordinance No. MC-06-2023 - Amending the Winnetka Village Code Concerning the Use and Licensing of Leaf Blowers.

EXECUTIVE SUMMARY:

At the Village Council meeting on June 20, 2023, the Village Council adopted Ordinance No. MC-06-2023 Amending the Winnetka Village Code Concerning the Use and Licensing of Leaf Blowers, updating the gasoline-powered leaf blower regulations as follows: 1) Increase the 4-month restriction to a 9-month restriction in which gasoline-powered leaf blowers (and any other leaf blower powered by internal combustion engines) are prohibited from December to March, and May to September. Such leaf blowers would only be allowed during spring and fall cleanup (April, October, and November); 2) Eliminate exemptions for publicly-owned properties except the golf courses and publicly-owned playfields until January 1, 2028; 3.) Grant the Village Manager authority to extend permitted usage periods during the months of May and September; and 4.) Implement an annual licensing requirement for landscaping companies.

This year, the fall leaf collection efforts are not expected to be completed by November 30 due to above average temperatures coupled with below normal rainfall totals. Several neighboring communities have administratively extended their allowed use of gasoline powered leaf blowers to accommodate the late leaf drop. Northbrook and Wilmette are extending the permitted use of gasoline powered leaf blowers through December 31, 2025. Glencoe and Kenilworth are extending through December 15, 2025.

A review of the Winnetka Village Code concerning the use of gasoline powered leaf blowers by the Village Attorney determined that the Village Manager does not have the administrative authority to extend the permitted use of gas powered leaf blowers in the month of December (only in May or September.) Therefore, staff is recommending amending the Village Code to allow this administrative extension authority during December. Should Council adopt this Ordinance, the Village Manager would plan to administratively extend the permitted use of gas powered leaf blowers through December 15, 2024, in alignment with Kenilworth and Glencoe.

RECOMMENDATION:

Consider Introduction and Adoption of Ordinance No. MC-09-2025: Amending the Winnetka Village Code Concerning the Use of Leaf Blowers.

ATTACHMENTS:

1. Ordinance No. MC-09-2025: Amending the Winnetka Village Code Concerning the Use of Leaf Blowers

**AN ORDINANCE AMENDING THE WINNETKA VILLAGE CODE
CONCERNING THE USE OF LEAF BLOWERS**

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, Title 9 of the Winnetka Municipal Code of 1999, as amended ("**Village Code**"), sets forth certain public nuisances, including regulations concerning leaf blowers; and

WHEREAS, the Village desires to amend its regulations governing the use of leaf blowers within the Village; and

WHEREAS, the Village Council has determined that amending the provisions of the Village Code as set forth in this Ordinance is in the best interests of the Village;

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

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

SECTION 2: AMENDMENT TO SECTION 9.16.020 OF THE VILLAGE CODE. Section 9.16.020, titled "Public nuisances defined," of Chapter 9.16, titled "Nuisances," of Title 9, titled, "Public Peace, Morals and Welfare," of the Village Code is amended to read as follows:

"Section 9.16.020 Public nuisances defined.

* * *

- D. Public Nuisances Affecting Peace and Safety. The following acts, omissions, places, conditions and things are declared to be public nuisances affecting peace and safety, but such enumeration shall not be construed to exclude other nuisances affecting public peace or safety coming within the provisions of subsection A of this section:

* * *

21.

- a. The use of any internal combustion leaf blower powered by the burning of gasoline or another type of flammable fuel, whether backpack-mounted, wheel-mounted or hand held, including electric leaf blowers connected to portable gasoline-powered electric generators, at any of the following times:

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

- i. at any time of day during the months of January, February, March, May, June, July, August, September, and December;
- ii. before 8:00 a.m. and after 7:00 p.m., Monday through Friday, during the months of April, October, and November; and
- iii. before 9:00 a.m. and after 6:00 p.m. on Saturdays, Sundays and holidays during the months of April, October, and November; provided that, in the event of a storm or other emergency, the Village Manager may waive the enforcement of the foregoing restrictions, upon determining that it is in the best interests of the safety and welfare of the Village to use such leaf blowers in clean-up or restoration activities; and provided, further, that the Village Manager may, in their sole and absolute discretion, postpone or extend these limited permitted usage periods during the months of May, ~~and September~~ and December."

* * *

SECTION 3: 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 4: EFFECTIVE DATE. This Ordinance will be in full force and effect upon its passage and approval in the manner provided by law.

[SIGNATURE PAGE FOLLOWS]

PASSED this 2nd of December, 2025, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this ____ day of _____, 2025.

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 _____,
2025.

Introduced: December 2nd, 2025

Passed and Approved: _____, 2025

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



Village of WINNETKA, IL

Agenda Item Executive Summary

TITLE: Ordinance No. MC-10-2025: Amending Section 2.72.020 of the Village Code Regarding the Village's Administrative Adjudication System (Adoption)

PRESENTER: Scott Mangum

AGENDA DATE: December 2, 2025

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

EXECUTIVE SUMMARY:

On December 2, 2025, the Village Council is scheduled to consider Ordinance No. MC-10-2025, An Ordinance Amending Section 2.72.020 of the Village Code Regarding the Village's Administrative Adjudication System (**Attachment 1**).

Staff from the Police and Community Departments recently met with the Village Prosecutor, Addis Law Group, to discuss a process for handling code enforcement violations through administrative adjudication as is contemplated in the Village Prosecutor's Prosecutorial Services Agreement. Section 3.A.2 of the current agreement references building, zoning, and property maintenance violations to be prosecuted through local Administrative Hearings.

Staff and the Village Prosecutor agree that local Administrative Hearings, instead of Cook County Circuit Court is the preferred venue for the anticipated low volume of property maintenance cases. Local adjudication is more efficient and convenient for both staff and property owners. Local Administrative hearings are held on a monthly basis at the Police Department Classroom before an Administrative Hearing Officer. The Village Prosecutor has experience prosecuting building, zoning, and property maintenance violations through local administrative hearings in other municipalities.

In Section 2.72.020 (Administrative Adjudication System) of the Village Code, there are currently 12 items within the scope of jurisdiction with only one pertaining to enforcement of the Building Code, 2.72.020.B.10 - Construction Hours. The proposed ordinance would amend the code to allow for Building Code, which includes the Property Maintenance Code, and Zoning Code violations to be prosecuted through Administrative Adjudication.

RECOMMENDATION:

Consider introduction and adoption of Ordinance No. MC-10-2025: Amending Section 2.72.020 of the Village Code Regarding the Village's Administrative Adjudication System.

ATTACHMENTS:

1. Ordinance MC-10-2025: Amending Section 2.72.020 of the Village Code Regarding the Village's Administrative Adjudication System

**AN ORDINANCE AMENDING SECTION 2.72.020 OF THE VILLAGE CODE
REGARDING THE VILLAGE'S ADMINISTRATIVE ADJUDICATION SYSTEM**

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 has the authority to adopt ordinances and to promulgate rules and regulations that pertain to its government and affairs; and

WHEREAS, the Village has established an administrative adjudication system pursuant to Section 2.72.020 of the Winnetka Village Code, as amended ("***Village Code***"), which system is responsible for the adjudication of certain violations of the Village Code; and

WHEREAS, the Village desires to amend Section 2.72.020 of the Village Code so that property maintenance and building code violations are adjudicated through the Village's administrative adjudication system; and

WHEREAS, the Village Council has determined that amending Section 2.72.020 of the Village Code as set forth in this Ordinance and pursuant to the Village's home rule authority is in the best interests of the Village;

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

SECTION 1: RECITALS. The recitals in this Ordinance are incorporated into this Section as the findings of the Village Council.

SECTION 2: AMENDMENT TO SECTION 2.72.020 OF THE VILLAGE CODE. Section 2.72.020, titled "Administrative Adjudication System," of Chapter 2.72, titled "Administrative Adjudication," of Title 2, titled "Administration and Personnel," of the Village Code is amended to read as follows:

"Section 2.72.020 Administrative Adjudication System.

* * *

- B. Scope of Jurisdiction. To the extent permitted by the Illinois Constitution of 1970 and applicable Illinois statutes, the following provisions of this code, as they may be amended from time to time, shall be subject to enforcement and adjudication in the Administrative Adjudication System established by this section:

* * *

10. ~~Section 15.32.140, Construction Hours~~ **Title 15, Buildings and Construction, including all chapters within Title 15.**

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

11. **Title 17, Zoning, including all chapters within Title 17.**

11. **12.** Such other Village ordinances and Code provisions as the Village Council may designate from time to time.

12. **13.** Any provisions of the Winnetka Park District Code or other ordinances that are enforced by the Winnetka Police Department pursuant to an intergovernmental agreement between the Village of Winnetka and the Winnetka Park District.”

SECTION 3: SEVERABILITY. If any provision of this Ordinance or part of this Ordinance is held invalid by a court of competent jurisdiction, the remaining provisions of this Ordinance will remain in full force and effect, and will be interpreted, applied, and enforced to achieve, as near as may be possible, the purpose and intent of this Ordinance to the greatest extent permitted by applicable law.

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

[signature page follows]

PASSED this 2nd of December, 2025, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this ____ day of _____, 2025.

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 _____,
2025.

Introduced: December 2, 2025

Passed and Approved: _____, 2025

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



Agenda Item Executive Summary

TITLE: Resolution No. R-88-2025: Waiving Bidding and Approving the Purchase of Valve Actuators from LAI, LTD (Adoption)

PRESENTER: Nicholas Narhi

AGENDA DATE: December 2, 2025

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

None.

EXECUTIVE SUMMARY:

The purchase and replacement of the electrically operated actuators aims to improve the availability and reliability of the effluent valves operation with adequate and long-lasting equipment to ensure the maximum capacity of the filtration system.

In January of 2025, staff purchased and installed one valve actuator from LAI, Ltd. to test and validate its performance based on the Water Plant operational needs. After 10 months of continuous operation, staff is satisfied with the results.

LAI, Ltd. is the sole OEM source for the region of Northern Illinois for municipal-owned water and wastewater utilities. Staff requested and received a proposal for the supply of the eight valve actuators and seven adapters for an amount of \$59,609.

LAI, Ltd. has been a responsible and reliable vendor for the Village for more than 15 years.

The 2026 Water Fund Budget contains funding in the amount of \$150,513 (account #520.61.40-620) for the upgrade of the effluent valves.

Resolution No. R-88-2025, prepared by the Village Attorney, waiving bidding and approving the purchase of valve actuators from LAI, Ltd. for an amount not to exceed \$59,609.

RECOMMENDATION:

Consider adoption of Resolution No. R-88-2025, waiving bidding and approving the purchase of valve actuators from LAI, Ltd. for an amount not to exceed \$59,609.

ATTACHMENTS:

1. Resolution No. R-88-2025: Waiving Bidding and Approving the Purchase of Valve Actuators from LAI, LTD

RESOLUTION NO. R-88-2025

**A RESOLUTION WAIVING BIDDING AND APPROVING THE PURCHASE OF
VALVE ACTUATORS FROM LAI, LTD.**

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 Water and Electric Department has identified the need to purchase eight Rotork valve actuators and seven adapters (collectively, "***Equipment***"); and

WHEREAS, the Water and Electric Department previously purchased one Rotork valve actuator from LAI, Ltd., ("***Vendor***") to test and validate its performance based on the operational needs of the Village Water Plant and Village staff was satisfied with the results; and

WHEREAS, Vendor offers the only Equipment that is compatible with the Village's current municipal owned water and wastewater utilities; and

WHEREAS, the Village received a quote from Vendor to provide the Equipment for an amount not to exceed \$59,609 pursuant to an agreement ("***Agreement***"); and

WHEREAS, pursuant to Sections 4.12.010.A and 4.12.010.C of the Village Code the bidding requirements may be waived for contracts which by their nature are not adaptable to competitive bidding; and

WHEREAS, the Vendor is the sole source vendor for the Equipment that meets the Village's needs; and

WHEREAS, pursuant to Section 4.12.010.C of the Village Code and Section IV.3.D of the Village's Purchasing Manual, the Village Council has determined that it is in the best interests of the Village to waive competitive bidding and approve the Agreement with Vendor;

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

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

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

SECTION 3: APPROVAL OF AGREEMENT. The Village Council approves the Agreement in substantially the form attached to this Resolution as **Exhibit A** and in a final form approved by the Village Attorney.

December 2, 2025

R-88-2025

SECTION 4: AUTHORIZATION TO EXECUTE AGREEMENT. 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 Agreement after receipt by the Village Manager of two executed copies of the final Agreement from Vendor; provided, however, that if the Village Manager does not receive two executed copies of the final Agreement from Vendor within 60 days after the date of adoption of this Resolution, then this authority to execute and seal the Agreement 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 2nd day of December, 2025, pursuant to the following roll call vote:

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

Signed

Village President

Countersigned:

Village Clerk

December 2, 2025

R-88-2025

EXHIBIT A
AGREEMENT

December 2, 2025

R-88-2025



QUOTATION SHEET

To: Brian Curley From: Peter J. Lynch
Winnetka Water
BCurley@winnetka.org
Phone: (847) 716-3644 Date: November 20, 2025
Re: Rotork Filter Valve Quote CC: Job File

☐ Urgent ☐ For Review ☐ Please Comment ☐ Please Reply ☒ As Requested

We are pleased to provide the following quote update your existing 10" Rotork IQT1000 Actuators.

Eight (8) Rotork IQT1000 Positioning Actuator

- 6/WT
- 120/1/60 VAC input power
- 24 VDC control power
- Analog Position and Feedback Control

Price Each: \$ 7,088.00 each

Seven (7) Adaption to existing 10" Pratt Butterfly Valves

Price Each: \$ 415.00 each

Total Price.....\$ 59,609.00

Terms: Net 30 Days
Valid: 60 Days
Freight: Included to Site, Unloading by others
NOTE: Credit Card Orders are subject to 3% CC company charge

Please let me know if you need any further information on this quote request.

Regards,

Peter J. Lynch



Village of WINNETKA, IL

Agenda Item Executive Summary

TITLE: Resolution No. R-93-2025: Approving a Non-Exclusive License Agreement for the Use of the Post Office Parking Lot and Dwyer Park for the 2025 Tree Lighting Ceremony (Adoption)

PRESENTER: Kristin Kazenas

AGENDA DATE: December 2, 2025

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

None.

EXECUTIVE SUMMARY:

Winnetka-Northfield-Glencoe Chamber of Commerce traditionally has hosted (in collaboration with the Village and the Winnetka Park District), an annual tree lighting ceremony on the first Friday in December in Dwyer Park and the adjacent Post Office Parking Lot. The Winnetka Park District owns Dwyer Park and Village owns the Post Office Parking Lot. The annual Tree Lighting is a positive and treasured celebration that has been well received by Village residents.

The Chamber has requested to host the 2025 Tree Lighting on December 5, 2025 in Dwyer Park and the adjacent Post Office Parking Lot. To authorize the use of the Village-owned Post Office Parking Lot and the Park District-owned Dwyer Park, the Village attorney drafted a non-exclusive license agreement (similar to the license agreement used for the Farmers Market.) The Winnetka Park District and the Chamber have reviewed and approved the license agreement. Staff recommends that Council consider adoption of Resolution No. R-93-2025: Approving a Non-Exclusive License Agreement for the Use of the Post Office Parking Lot and Dwyer Park for the 2025 Tree Lighting Ceremony.

RECOMMENDATION:

Consider adoption of Resolution No. R-93-2025: Approving a Non-Exclusive License Agreement for the Use of the Post Office Parking Lot and Dwyer Park for the 2025 Tree Lighting Ceremony.

ATTACHMENTS:

1. Resolution No. R-93-2025: Approving Non-Exclusive License Agreement for Use of Post Office Parking Lot and Dwyer Park for 2025 Tree Lighting Ceremony

RESOLUTION NO. R-93-2025

**A RESOLUTION APPROVING A NON-EXCLUSIVE LICENSE AGREEMENT
FOR THE USE OF THE POST OFFICE PARKING LOT AND DWYER PARK FOR
THE 2025 TREE LIGHTING CEREMONY**

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 the owner of the property commonly known as the Post Office Parking Lot ("***Post Office Parking Lot***"); and

WHEREAS, the Winnetka Park District ("***Park District***") is the owner of the property located adjacent to the Post Office Parking Lot and commonly known as Dwyer Park ("***Park***"); and

WHEREAS, the Winnetka-Northfield-Glencoe Chamber of Commerce, Inc. ("***Chamber***"), traditionally has hosted an annual tree lighting ceremony in the Village ("***Tree Lighting***"); and

WHEREAS, the annual Tree Lighting is a positive and treasured celebration that has been well received by Village residents; and

WHEREAS, the Chamber has requested to host the 2025 Tree Lighting in the Post Office Parking Lot and Park; and

WHEREAS, the Village and Park District desire to authorize the Chamber to use the Post Office Parking Lot and Park for the 2025 Tree Lighting; and

WHEREAS, the Village, Park District, and Chamber desire to enter into a non-exclusive license agreement to permit the Chamber to use the Post Office Parking Lot and Park for the 2025 Tree Lighting ("***License Agreement***"); and

WHEREAS, the Village Council has determined that it will serve and be in the best interests of the Village and its residents to enter into the License Agreement with the Chamber and Park District;

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 LICENSE AGREEMENT. The Village Council hereby approves the License Agreement by and among the Village, Park District, and Chamber in

December 2, 2025

R-93-2025

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 LICENSE AGREEMENT. The Village Council hereby authorizes and directs the Village President and the Village Clerk to execute and seal, on behalf of the Village, the final License Agreement.

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

ADOPTED this 2nd day of December, 2025, pursuant to the following roll call vote:

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

Signed

Village President

Countersigned:

Village Clerk

EXHIBIT A
LICENSE AGREEMENT

December 2, 2025

R-93-2025

NON-EXCLUSIVE LICENSE AGREEMENT

THIS NON-EXCLUSIVE LICENSE AGREEMENT ("Agreement"), dated as of this ____ day of November, 2025, ("**Effective Date**"), by and among the **VILLAGE OF WINNETKA**, an Illinois home rule municipality ("**Village**"), the **WINNETKA PARK DISTRICT**, an Illinois park district ("**Park District**"), and the **WINNETKA-NORTHFIELD-GLENCOE CHAMBER OF COMMERCE, INC.**, an Illinois not-for-profit corporation ("**Chamber**").

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

SECTION 1. RECITALS.

A. The Village is the owner of the property commonly known as the Post Office Parking Lot, which is depicted in **Exhibit A** attached hereto and incorporated herein ("**Post Office Parking Lot**").

B. The Park District is the owner of the property located adjacent to the Post Office Parking Lot known as Dwyer Park, which is depicted in **Exhibit A** attached hereto and incorporated herein ("**Park**").

C. The Chamber hosts an annual tree lighting ceremony in the Village and desires to use the Park and the Post Office Parking Lot for the event ("**2025 Tree Lighting**").

D. The Village and Park District desire to authorize the Chamber to use the Post Office Parking Lot and the Park for the 2025 Tree Lighting, subject to the terms and conditions of this Agreement.

E. The Village, Park District, and Chamber desire to enter into this Agreement to permit the Chamber to use the Post Office Parking Lot and the Park for the 2025 Tree Lighting.

SECTION 2. GRANT AND TERM OF LICENSE.

A. **Grant of Village License.** Subject to the terms and conditions set forth in this Agreement, the Village hereby grants to the Chamber, and the Chamber hereby accepts, a non-exclusive revocable license to use the Post Office Parking Lot for the sole purpose of hosting the 2025 Tree Lighting pursuant to and in strict accordance with the terms and provisions of this Agreement ("**Village License**"). The Chamber acknowledges and agrees that nothing in this Agreement shall be interpreted to provide a license to the Chamber to alter the Post Office Parking Lot in any way other than as expressly set forth in this Agreement.

B. **Grant of Park District License.** Subject to the terms and conditions set forth in this Agreement, the Park District hereby grants to the Chamber, and the Chamber hereby accepts, a non-exclusive revocable license to use the Park for the sole purpose of hosting the 2025 Tree Lighting pursuant to and in strict accordance with the terms and provisions of this Agreement ("**Park District License**"). The Chamber acknowledges and agrees that nothing in this Agreement

shall be interpreted to provide a license to the Chamber to alter the Park in any way other than as expressly set forth in this Agreement. The Village License and Park District License are collectively referred to as the "License."

C. As-Is, Where-Is. The Chamber hereby accepts the Post Office Parking Lot and Park in their condition at the time of use, WHERE-IS and AS-IS, and subject to applicable requirements of law. The Chamber acknowledges and agrees that: (i) the Village and Park District have made no representations or warranties as to the suitability of the Post Office Parking Lot or Park for the Chamber's intended purposes; and (ii) the Village and Park District will have no responsibility to maintain the Post Office Parking Lot or Park in any particular condition or manner. The Chamber waives any implied warranty that the Post Office Parking Lot or Park are or will be suitable for the Chamber's intended purposes. The Chamber agrees that the Park is public property intended or permitted to be used for recreational purposes for the purpose of Section 3-106 of the Local Governmental and Governmental Employees Tort Immunity Act.

D. Limitation of Interest. Except for the Village License and Park District License granted pursuant to this Agreement, the Chamber shall have no legal, beneficial, or equitable interest, whether by adverse possession or prescription or otherwise, in the Post Office Parking Lot or Park. The Chamber will not engage in or allow any of its vendors or contractors to engage in, any activities or actions that cause the Chamber to violate this Agreement.

E. Term. This License shall be for a term commencing on the Effective Date of this Agreement and ending on the earlier to occur of: (i) a terminating event as described in Section 2.F of this Agreement; or (ii) December 5, 2025.

F. Termination of License; Restoration of Licensed Premises.

1. **Termination Event.** Without prejudice to any other rights and remedies available pursuant to Section 7 of this Agreement, the License shall automatically expire upon the occurrence of any of the following:

a. **Failure to Comply.** The Chamber has violated any material provision of this Agreement; provided, however, that prior to termination pursuant to this Section 2.F.1.a, the Village or Park District shall provide the Chamber with 7 days written notice and an opportunity to cure the violation.

b. **Dangerous Condition.** The Village or Park District determine, in their reasonable discretion, that the 2025 Tree Lighting threatens the public health and safety, and that the termination of the 2025 Tree Lighting and this Agreement is necessary to abate the dangerous condition.

2. **Restoration of Licensed Premises.**

a. **Chamber Obligation.** Upon termination of this Agreement pursuant to this Section 2.F or at the end of the term as set forth in Section 2.E, the Chamber, at its sole cost and expense, shall restore the Post Office Parking Lot and Park as nearly as practicable to its condition as of the Effective Date, including, without limitation: (1) repair of the Post Office

Parking Lot, if necessary in the reasonable determination of the Village; (2) repair of the Park, if necessary in the reasonable determination of the Park District; and (3) restoration of all other Village-owned, Village-leased, and Park District-owned property as nearly as practicable to the condition immediately preceding the 2025 Tree Lighting, if disturbed or damaged by the Chamber or any of its vendors, contractors, customers, agents, or guests. Notwithstanding the foregoing, it is understood and agreed that with respect to the repair of the Park referred to above, in the event of damage to grassy areas, the Chamber shall only be required to reseed such areas according to Park District specifications and shall not be obligated to purchase or install sod in any such areas. In no event shall the Chamber be responsible for any damages to the Post Office Parking Lot or the Park, or both, to the extent resulting SOLELY from any act or omission of the Village or the Park District or any of their respective employees or agents.

b. Failure to Restore. In the event that the Chamber fails or refuses to repair or restore the Post Office Parking Lot, Park, or any Village-owned, Village-leased, or Park District-owned property that is disturbed or damaged by the Chamber or any of its vendors, contractors, customers, agents, or guests, in accordance with Section 2.F.2.a of this Agreement, the Village and Park District shall have the right, but not the obligation, to perform and complete the repair or restoration and to charge the Chamber for all reasonable direct out-of-pocket costs and expenses incurred by the Village or Park District, for such work. The rights and remedies provided in this Section 2.F.2.b shall be in addition to, and not in limitation of, any other rights and remedies otherwise available to the Village and Park District. Notwithstanding the foregoing, in no event shall the Chamber be responsible for the purchase or installation of sod in the Park.

SECTION 3. USE OF LICENSED PREMISES.

A. Hours of Operation. The Chamber shall operate the 2025 Tree Lighting on December 5, 2025 between the hours of 5:00 p.m. and 6:30 p.m.

B. Special Event Permit. The Chamber must apply for and obtain from the Village a special event permit pursuant to Chapter 5.66 of the “Winnetka Village Code 1999,” as amended, prior to operating the 2025 Tree Lighting, and the Chamber must comply with any conditions imposed on such special event permit.

C. Set-Up and Break-Down. The Chamber shall be responsible for managing the set up and tear down of the 2025 Tree Lighting, including but not limited to all vendor equipment, goods and supplies. The Chamber and its contractors and vendors shall be permitted to begin setup of the 2025 Tree Lighting beginning at 12:00 p.m. on December 5, 2025. The Chamber and its contractors and vendors shall by 8:00 p.m. on December 5, 2025, remove their displays, equipment, and personal property from the Post Office Parking Lot and Park, clean the Post Office Parking Lot and Park of all rubbish and spills, and conduct all restoration work. The Chamber acknowledges and agrees that neither the Village nor the Park District shall be responsible for providing security for any equipment or personal property of the Chamber or its agents, contractors, and vendors.

D. Utilities. The Village reserves the right to charge the Chamber for any water used by the Chamber or any of its contractors and vendors during the 2025 Tree Lighting in excess of water utilized for cleaning the Park or the Post Office Parking Lot. All electric cords must be rated

for outdoor use, grounded, and installed in a manner as to not be a tripping hazard. All generators must be grounded and exhaust fumes must be kept away from the public.

E. Trash Removal. The Chamber shall clear all debris from the surface of the licensed premises by sweeping or hosing off the surface at the termination of the 2025 Tree Lighting. The Village will provide for trash removal from the 2025 Tree Lighting.

F. Designated Representative. The Chamber shall designate in writing to the Village and Park District a “*Tree Lighting Manager*” who shall be responsible for managing the general operations of the 2025 Tree Lighting and the Chamber’s use of the Post Office Parking Lot and Park. The Tree Lighting Manager shall be readily accessible by telephone and upon the Village’s or Park District’s request, shall be available to be present at the Post Office Parking Lot and Park within a reasonable period of time. The Chamber shall immediately notify the Village and Park District in writing of any change in the identity and telephone number of the Tree Lighting Manager.

G. Rules and Regulations. The Village and Park District shall have the right from time to time upon notice thereof to the Chamber, to prescribe rules and regulations with respect to the Post Office Parking Lot and Park, which in its or their reasonable judgement may be desirable for the use of thereof. The Chamber agrees to comply with all such rules and regulations provided all such rules and regulations shall not contradict any right expressly granted to the Chamber herein. A violation of such rules and regulations shall constitute a material breach by the Chamber under this Agreement and subject it to the remedies described in Section 2.F. The Chamber will require its vendors and contractors to abide by such rules.

H. Emergency Closure. The Village reserves the right to cancel the 2025 Tree Lighting in the event of an emergency or an imminent threat to public health and safety as determined in the sole discretion of the Village. The Village and Park District will not be responsible or liable for any monetary or other damages to the Chamber in the event of such emergency closure. The Village will endeavor to provide as much advance notice to the Chamber as practicable prior to an emergency closure.

I. Tree Lighting Plan. At least 30 days prior to the 2025 Tree Lighting, the Chamber shall submit to the Village and Park District a plan for the Village’s and Park District’s approval that sets forth the locations of vendor displays, equipment, and utility usage. Once the plan is approved, the Chamber may not modify the plan without receiving the Village’s and Park District’s approval.

SECTION 4. RESERVATION OF RIGHTS.

A. Village Reservation of Rights. The Village hereby reserves the right to use the Post Office Parking Lot in any manner that will not prevent, impede, or interfere in any way with the exercise by Chamber of the rights granted pursuant to this Agreement. The Village shall have the right to grant other non-exclusive sub-leases or licenses over, along, upon, under or across the Post Office Parking Lot. The Village reserves its right of full and normal access to the Post Office Parking Lot for the maintenance of any existing or future utility located thereon. The Village also reserves the right to conduct ongoing maintenance of the Post Office Parking Lot.

B. Park District Reservation of Rights. The Park District hereby reserves the right to use the Park in any manner that will not prevent, impede, or interfere in any way with the exercise by Chamber of the rights granted pursuant to this Agreement. The Park District shall have the right to grant other non-exclusive licenses or easements, including, without limitation, licenses or easements for utility purposes, over, along, upon, under or across the Park. The Park District reserves its right of full and normal access to the Park for the maintenance of any existing or future recreational improvement or utility located thereon. The Park District also reserves the right to conduct ongoing maintenance of the Park.

SECTION 5. LIENS.

The Chamber hereby represents and warrants that it shall take all necessary action to keep all portions of the Post Office Parking Lot and Park free and clear of all liens, claims, and demands, including without limitation mechanic's liens, in connection with any work performed by the Chamber or its agents on the Post Office Parking Lot or Park.

SECTION 6. LIABILITY AND INDEMNITY.

A. Village and Park District Review. The Chamber acknowledges and agrees that the Village and Park District are not, and shall not be, in any way liable for any damages or injuries that may be sustained as the result of the Village's and Park District's review and approval of any plans for the 2025 Tree Lighting, or the issuance of any approvals, permits, certificates, or acceptances for the installation, operation, or maintenance of the Post Office Parking Lot and Park, and that the Village's and Park District's review and approval of any such plans for the 2025 Tree Lighting and issuance of any such approvals, permits, certificates, or acceptances does not, and shall not, in any way, be deemed to insure the Chamber or any of its vendors, contractors, successors, assigns, or any third party, against damage or injury of any kind at any time.

B. Indemnity. The Chamber agrees to, and does hereby, defend (at the Village's and Park District's option), hold harmless and indemnify the Village and Park District and all Village and Park District elected or appointed officials, officers, employees, agents, representatives, engineers, and attorneys (the "Indemnified Parties"), from any and all claims that may be asserted at any time against any of the Indemnified Parties in connection with: (i) the Chamber's use of the Post Office Parking Lot and Park; (ii) the 2025 Tree Lighting; or (iii) the Chamber's performance of, or failure to perform, its obligations under this Agreement (collectively, "*Indemnified Claims*"), whether or not any such Indemnified Claim is due or claimed to be due in whole or in part to the active, passive, or concurrent negligence or willful misconduct or fault of the Chamber; provided, however, that this indemnity shall not apply to willful misconduct or gross negligence on the part of the Village or Park District. Nothing herein shall be construed or result in the waiver of any defenses and immunities granted to the Village or Park under Illinois law.

C. Defense Expense. The Chamber, only as to its own acts or omissions, shall, and does hereby agree to, pay all expenses, including legal fees and administrative expenses, incurred by the Village and Park District in defending itself with regard to any and all of the Indemnified Claims.

D. Waiver of Liability. Except with respect to any negligent act or omission of the Village or the Park District, the Chamber will, and does hereby, waive, release, and relinquish all claims of every kind, known and unknown, present and future, that Chamber may have against the Indemnified Parties, arising out of, connected with or in any way related to the use of the Post Office Parking Lot and Park, or as a result of the condition, maintenance, and use of the Post Office Parking Lot and Park.

E. Assumption of Risk. The Chamber agrees to assume the full risk of any injuries, including death, and all costs, damages, and losses that Chamber or its employees, agents, contractors, agents, servants, employees, contractors, guests, customers, or invitees may sustain while on the Post Office Parking Lot and Park, or as a result of the condition, maintenance, or use of the Post Office Parking Lot and Park.

F. Insurance. The Chamber agrees to obtain and maintain commercial general liability insurance and workers' compensation insurance covering its use of the Post Office Parking Lot and Park throughout the term of this Agreement. The amount of the required coverage shall be approved by the Village and Park District, but in no event shall liability coverage be in an amount less than two million dollars (\$2,000,000.00) combined single limit per occurrence with a general aggregate of no less than three million dollars (\$3,000,000.00). The Village and Park District shall be named as an additional insured by policy endorsement on a primary and non-contributory basis, and the insurer shall have a rating and be of a class size satisfactory to the Village's and Park District's director of finance. The Chamber shall tender a certificate of insurance to the Village and Park District evidencing the requested coverage prior to operating the 2025 Tree Lighting. Failure to maintain the aforementioned insurance shall be cause for the immediate termination of the License.

SECTION 7. ENFORCEMENT.

A. Enforcement. The Village, Park District and the Chamber may, in law or in equity, by suit, action, mandamus or any other proceeding, including, without limitation, specific performance, enforce or compel the performance of this Agreement; provided, however, that the Chamber agrees that it will not seek, and does not have the right to seek, recovery of a judgment for monetary damages against the Village or Park District, or any of their elected or appointed officials, agents, representatives, attorneys or employees on account of the negotiation, execution, or breach of any of the terms and conditions of this Agreement.

B. Prevailing Party. In the event of a judicial proceeding brought by a party against another party, the prevailing party in the judicial proceeding shall be entitled to reimbursement from the unsuccessful party of all costs and expenses, including reasonable attorneys' fees, incurred in connection with the judicial proceeding.

SECTION 8. GENERAL PROVISIONS.

A. Notices. All notices required or permitted to be given under this Agreement shall be given by the parties by: (i) personal delivery; (ii) deposit in the United States Registered Mail, return receipt requested, enclosed in a sealed envelope with first class postage thereon; or (iii) deposit with a nationally recognized overnight delivery service, addressed as stated in this Section

8.A. The address of any party may be changed by written notice to the other parties. Any mailed notice shall be deemed to have been given and received within three days after the same has been mailed and any notice given by overnight courier shall be deemed to have been given and received within 24 hours after deposit. Notices and communications to the parties shall be addressed to, and delivered at, the following addresses:

If to the Village:	Village of Winnetka 510 Green Bay Road Winnetka, IL 60093 Attention: Village Manager
with a copy to:	Elrod Friedman LLP 350 North Clark Street, Second Floor Chicago, IL 60654 Attention: Peter M. Friedman, Village Attorney
If to the Park District:	Winnetka Park District 540 Hibbard Road Winnetka, IL 60093 Attention: Executive Director
with a copy to:	Ancel Glink 175 East Hawthorn Parkway, Suite 145 Vernon Hills, IL 60061 Attention: Adam Simon, Park District Attorney
If to the Chamber:	Winnetka-Northfield-Glencoe Chamber of Commerce 841 Spruce Street, Suite 204 Winnetka, Illinois 60093 Attention: Terry Dason
with a copy to:	Franklin, Greenswag, Channon & Capilla, LLC 181 Waukegan Road, Suite 205 Northfield, Illinois 60093 Attention: Richard A. Greenswag

B. Time of the Essence. Time is of the essence in the performance of all of the terms and conditions of this Agreement.

C. Amendments. No amendment or modification to this Agreement shall be effective until it is reduced to writing and approved and executed by all parties to this Agreement in accordance with all applicable statutory procedures.

D. Authority to Execute. The parties hereby warrant and represent to the other parties that the persons executing this Agreement on its behalf have been properly authorized to do so.

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

F. Assignment. This Agreement may not be assigned by the Chamber without the prior written consent of the Village and Park District.

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

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

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

J. Exhibits. Exhibit A attached hereto is by this reference, incorporated in and made a part of this Agreement. In the event of a conflict between an exhibit and the text of this Agreement, the text of this Agreement shall control.

K. Survival of Obligations. All obligations of the Chamber pursuant to this Agreement that have not been fully performed as of the termination of this Agreement shall survive such termination, including, without limitation, the restoration obligations set forth in Section 2.F.2

of this Agreement, and the liability and indemnity obligations set forth in Section 6 of this Agreement.

L. No Third-Party Beneficiaries. No claim as a third-party beneficiary under this Agreement by any person shall be made, or be valid, against the Village, Park District, or the Chamber.

M. Force Majeure. No party shall be responsible for delays in the performance of its obligations caused by events beyond the party's reasonable control, including, but not limited to: (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; and (d) national or regional emergency.

N. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to constitute a duly authorized original.

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

[SIGNATURE PAGE FOLLOWS]

ATTEST:

VILLAGE OF WINNETKA,
an Illinois home rule municipal corporation

By: _____

By: _____

Its: _____

Its: _____

ATTEST:

WINNETKA PARK DISTRICT,
an Illinois park district

By: _____

By: _____

Its: _____

Its: _____

ATTEST:

**WINNETKA-NORTHFIELD-GLENCOE
CHAMBER OF COMMERCE, INC.,** an
Illinois not-for-profit corporation

By: _____

By: _____

Its: _____

Its: _____

EXHIBIT A

DEPICTION OF POST OFFICE PARKING LOT AND PARK



Exhibit A - Dwyer Park & Post Office Parking Lot



Created by the GIS Consortium's members with ongoing updates. Original boundaries and data gathered from the US Census Bureau TIGER database., GIS Consortium



Village of WINNETKA, IL

Agenda Item Executive Summary

TITLE: Resolution No. R-96-2025: Approving an Eighth Amendment to a Lease Agreement Between the Village of Winnetka and the United States Postal Service (Adoption)

PRESENTER: Kristin Kazenas

AGENDA DATE: December 2, 2025

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

April 1, 2014 - The Council approves a new month-to-month lease with the United States Postal Service (USPS) for 512 Chestnut Street.

July 20, 2022 - The Village provides the USPS with the required 12-month termination notice, effectively ending the lease agreement on July 21, 2023.

July 6, 2023 - The Council approves the first amendment to the lease, extending the end of the lease to January 31, 2024.

December 5, 2023 - The Council approves the second amendment to the lease, extending the end of the lease to June 30, 2024.

May 21, 2024 - The Council approves the third amendment to the lease, extending the end of the lease to January 31, 2025.

December 3, 2024 - The Council approves the fourth amendment to the lease, extending the end of the lease to April 30, 2025.

April 3, 2025 - The Council approves the fifth amendment to the lease, extending the end of the lease to July 31, 2025.

July 8, 2025 - The Council approves the sixth amendment to the lease, extending the end of the lease to August 31, 2025.

August 19, 2025 - The Council approves the seventh amendment to the lease, extending the end of the lease to October 31, 2025.

EXECUTIVE SUMMARY:

The Village of Winnetka has had a lease agreement with the United States Postal Service (USPS) for the facility located at 512 Chestnut Street for many years. The current lease was approved by the Council on April 1, 2014 for a month to month period, with a 12 month termination notice requirement. In the summer of 2022, USPS contacted the Village staff and expressed interest in re-locating the post office to another location in Winnetka. The Village provided the USPS with the required 12 month termination notice on July 20, 2022; therefore, the original lease agreement terminated on July 21, 2023.

On July 6, 2023, the Council approved the first amendment to the lease agreement, extending the term of the lease to January 31, 2024. The USPS requested an additional extension to the lease in December 2023, because they needed additional time to finalize the lease on the new location. On December 5, 2023, the Council approved a second amendment to the lease agreement, extending the term to June 30, 2024, and adding an option for the USPS to terminate the lease early with 30 days written notice to the Village. On May 21, 2024, the Council approved a third amendment to the lease agreement, extending the term to January 31, 2025. On December 3, 2024, the Council approved a fourth amendment to the lease agreement, extending the term to April 30, 2025. On April 3, 2025, the Council approved a fifth amendment to the lease agreement, extending the term to July 31, 2025. On July 8, 2025, the Council approved a sixth amendment to the lease agreement, extending the term to August 31, 2025. On August 19, 2025, the Council approved a seventh amendment to the lease agreement, extending the term to October 31, 2025.

The USPS has requested additional time to move to the new location. In addition, due to the roof collapse of the main post office location in the Village of Wilmette, the USPS has temporarily located some of the Wilmette post office operations to Winnetka.

In addition to a new expiration date (the lease now expires January 31, 2026 rather than October 31, 2025), the eighth amendment to the lease contains several new provisions as follows:

- no further extensions of the lease will be granted
- the Village has no obligation to make any repairs or conduct any maintenance
- all costs to make repairs or conduct maintenance are the responsibility of, and shall be paid by, the USPS
- the USPS agrees that the Village can enforce its parking restrictions and if the USPS utilizes any spaces other than those designated in the lease agreement, the vehicles may be towed at the USPS expense.

RECOMMENDATION:

Consider approval of Resolution No. R-96-2025: Approving an Eighth Amendment to a Lease Agreement Between the Village of Winnetka and the United States Postal Service.

ATTACHMENTS:

1. Resolution No. R-96-2025: Approving an Eighth Amendment to a Lease Agreement Between the Village of Winnetka and the United States Postal Service

RESOLUTION NO. R-96-2025

**A RESOLUTION APPROVING AN EIGHTH AMENDMENT TO A LEASE
AGREEMENT BETWEEN THE VILLAGE OF WINNETKA AND
THE UNITED STATES POSTAL SERVICE**

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

WHEREAS, the Village previously entered into a Lease Agreement ("***Lease***"), pursuant to which the Village leased to the United States Postal Service ("***Tenant***") a portion of the property commonly known as 512 Chestnut Street, Winnetka, Illinois to provide Tenant the use for a post office; and

WHEREAS, the Lease is a month-to-month lease, provided that, according to Section 6 of the Lease, the Lease may be terminated by either party with 365 days' written notice; and

WHEREAS, due to the Village's development plans, the Village provided notice to the Tenant ("***Termination Notice***") under Section 6 of the Lease that the Village would be terminating the Lease effective on July 21, 2023 ("***Termination Date***"), which Termination Notice was received by Tenant in a timely manner; and

WHEREAS, because Tenant was yet ready to occupy another property in the Village, the Village extended the Lease pursuant to that certain "First Amendment to Lease Agreement" dated July 6, 2023 ("***First Amendment***"); that certain "Second Amendment to Lease Agreement" ("***Second Amendment***"); that certain "Third Amendment to Lease Agreement" ("***Third Amendment***"); that certain "Fourth Amendment to Lease Agreement" ("***Fourth Amendment***"); that certain "Fifth Amendment to Lease Agreement" ("***Fifth Amendment***"); that certain "Sixth Amendment to Lease Agreement" ("***Sixth Amendment***"); and that certain "Seventh Amendment to Lease Agreement" ("***Seventh Amendment***"); and

WHEREAS, the Village and Tenant now desire to further extend the term of the Lease to January 31, 2026, pursuant to an Eighth Amendment to Lease Agreement ("***Eighth Amendment***"); and

WHEREAS, pursuant to the Village's home rule authority, the Village Council has determined that it is in the best interests of the Village and its residents to enter into the Eighth Amendment with the Tenant pursuant to this Resolution;

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 EIGHTH AMENDMENT. The Village Council hereby approves the Eighth Amendment 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 EIGHTH AMENDMENT. 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 Eighth Amendment and any other documents necessary to effectuate the Eighth Amendment.

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 2nd day of December, 2025, pursuant to the following roll call vote:

AYES:

NAYS:

ABSENT:

ABSTAIN:

Signed

Village President

Countersigned:

Village Clerk

EXHIBIT A

EIGHTH AMENDMENT TO LEASE AGREEMENT

EIGHTH AMENDMENT TO LEASE AGREEMENT

This **EIGHTH AMENDMENT TO LEASE AGREEMENT** ("***Eighth Amendment***") made this ____ day of _____, 2025 ("***Execution Date***"), by and between **VILLAGE OF WINNETKA**, an Illinois home rule municipal corporation ("***Village***"), and the **UNITED STATES POSTAL SERVICE** ("***Tenant***").

WHEREAS, the Village owns the property commonly known as 512 Chestnut Street, Winnetka, Illinois ("***Property***"); and

WHEREAS, the Village and Tenant entered into that certain lease known as Lease J00000406397 ("***Lease***") for the Tenant to lease a portion of the Property to use for a post office ("***Premises***"); and

WHEREAS, the Lease is a month-to-month lease, provided that, according to Section 6 of the Lease, the Lease may be terminated by either party with 365 days' written notice; and

WHEREAS, the Village has plans to develop the Property; and

WHEREAS, due to the Village's development plans, the Village provided notice to the Tenant ("***Termination Notice***") under Section 6 of the Lease that the Village would be terminating the Lease effective on January 31, 2024 ("***Termination Date***"), which Termination Notice was received by Tenant in a timely manner; and

WHEREAS, Tenant negotiated a lease for use of another property in the Village to use that property as a post office; and

WHEREAS, because Tenant was yet ready to occupy another property in the Village, the Village extended the Lease pursuant to that certain "First Amendment to Lease Agreement" dated July 6, 2023 ("***First Amendment***"); that certain "Second Amendment to Lease Agreement" ("***Second Amendment***"); that certain "Third Amendment to Lease Agreement" ("***Third Amendment***"); that certain "Fourth Amendment to Lease Agreement" ("***Fourth Amendment***"); that certain "Fifth Amendment to Lease Agreement" ("***Fifth Amendment***"); that certain "Sixth Amendment to Lease Agreement" ("***Sixth Amendment***"); and that certain "Seventh Amendment to Lease Agreement" ("***Seventh Amendment***"); and

WHEREAS, because Tenant is still ready to occupy another property in the Village, Tenant has once again requested that the Village extend the Lease pursuant to this Eighth Amendment until January 31, 2026; and

WHEREAS, the Village and Tenant desire to provide for an extension of the Lease as more particularly set forth in this Eighth Amendment.

NOW, THEREFORE, in consideration of the mutual agreements herein set forth, the mutual agreements set forth in the Lease, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Village and Tenant have agreed, and hereby agree that the Lease is amended as follows:

1. **Recitals Incorporated.** The Recitals set forth above are hereby incorporated by this reference and shall be deemed terms and provisions hereof with the same force and effect as if fully set forth in this Section 1.

2. **Extension of Lease.** The term of the Lease is hereby extended to January 31, 2026 (***“Extended Termination Date”***). Tenant hereby warrants and agrees: (i) it will vacate the Premises by no later than 11:59 p.m. on January 31, 2026; (ii) no further notices or other actions are needed to be taken by the Village for the Lease to terminate on the Extended Termination Date; and (iii) no further extensions of the Lease will be granted by the Village. Notwithstanding anything in the Lease to the contrary, Tenant shall have the right to terminate the Lease at any time upon thirty (30) days prior written notice.

3. **Condition of Premises.** Tenant is in possession of the Premises and accepts the same “as is” without any representations or warranties of any kind. No agreement of the Village to alter, remodel, decorate, repair or improve the Premises (or to provide Tenant with any credit or allowance for the same), and no representation regarding the condition of the Premises have been made by or on behalf of the Village or relied upon by Tenant in connection with this Eighth Amendment. Tenant further acknowledges and agrees that, notwithstanding anything to the contrary contained in the Lease: (i) the Village has no obligation to make any repairs or conduct any maintenance to the Premises; and (ii) all costs to make repairs or conduct maintenance on the Premises are the responsibility of, and shall be paid by, the Tenant.

4. **Brokers.** The Village and Tenant represent and warrant to each other that they have had no dealings with any real estate broker, finder, commissions or other person entitled to compensation for services rendered in connection with the negotiation or execution of this Eighth Amendment, and the Village and Tenant each agree to defend, indemnify and hold harmless the other from and against any claim for broker’s or finder’s fees or commissions made by any entity, asserting such claim by, through or under it.

5. **Parking of Tenant Vehicles.** The Tenant acknowledges, agrees, and reaffirms that it will park Tenant vehicles only in those parking spaces identified as the “Post Office Loading Dock” and “Existing Postal Vehicle Parking” areas shown on Exhibit B of the Lease (***“Designated Parking Area”***), and in no other parking spaces owned by the Village without prior Village permission. In the event that the Tenant parks its vehicles in any spaces owned by the Village that are outside of the Designated Parking Area, the Tenant acknowledges and agrees that the Village may, without prior notice, have those vehicles towed at the Tenant’s sole expense.

6. **Time is of the Essence.** Time is of the essence of this Eighth Amendment and the Lease and each provision hereof and thereof.

7. **Submission of Eighth Amendment.** Submission of this instrument for examination shall not bind Landlord and no duty or obligation on Landlord shall arise under this instrument until this instrument is approved by and signed and delivered by the Village and Tenant.

8. **Entire Agreement.** This Eighth Amendment, the First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, Sixth Agreement, Seventh Amendment, and Lease contain the entire agreement between the Village and Tenant with respect to Tenant’s leasing of the Premises.

9. **Severability.** If any provision of this Eighth Amendment or the application thereof to any person or circumstance is or shall be deemed illegal, invalid or unenforceable, the remaining provisions hereof shall remain in full force and effect and this Eighth Amendment shall be interpreted as if such illegal, invalid or unenforceable provision did not exist herein.

10. **Lease In Full Force and Effect.** Except as modified by this Eighth Amendment, all of the terms, conditions, agreements, covenants, representations, warranties and indemnities contained in the Lease and First Amendment remain in full force and effect.

11. **Integration of the Eighth Amendment and Lease.** This Eighth Amendment, First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, Sixth Amendment, Seventh Amendment and Lease shall be deemed to be, for all purposes, one instrument. In the event of any conflict between the terms and provisions of this Eighth Amendment and the terms and provisions of the Lease and any of the amendments, the terms and provisions of this Eighth Amendment shall, in all instances, control and prevail.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Eighth Amendment as of the day and year first above written.

LANDLORD:

VILLAGE OF WINNETKA

an Illinois home rule municipal corporation

By: _____

Name: Kristin Kazenas

Title: Village Manager

TENANT:

UNITED STATES POSTAL SERVICE

By: _____

Its: _____



Agenda Item Executive Summary

TITLE: Resolution No. R-97-2025: Approving an Addendum to the Security Services Agreement Between the Village and P4 Security Services, LLC (Adoption)

PRESENTER: Brian O'Connell

AGENDA DATE: December 2, 2025

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

On March 18, 2025, Council approved Resolution No. R-34-2025 Waiving Bidding and Approving an Agreement with P4 Security Services for On-Site Security Guarding Services.

EXECUTIVE SUMMARY:

Starting in 2024, staff identified an increased challenge with the recruitment and retention of police staff, in combination with an increased risk of violent crime in the area. Staff began to evaluate short-term options to maintain safety and security in the community while continuing efforts to recruit qualified personnel to the department. After evaluating and interviewing potential private security vendors, P4 Security Solutions LLC was identified as the preferred vendor and the Village entered into an agreement with P4 Security Solutions which began on April 1, 2025.

Since entering into this agreement, P4 Security Solutions has continued to be a reliable and effective partner for the police department. The P4 Security Solutions leadership team has been responsive to requests and feedback from the police department. The P4 Security personnel have been consistently diligent and alert during their shifts. There have been numerous instances where P4 Security Solutions has worked collaboratively with the police department in response to suspicious or criminal incidents. Subsequently, many of the recent overnight crime patterns observed in neighboring communities have not been present in Winnetka.

By supplementing the department's patrol efforts, P4 Security Solutions has allowed the Winnetka Police Department to continue to provide the highest level of security and service to the community while simultaneously recruiting highly qualified personnel. This included the recent hiring of four police officers currently attending the police academy. P4 Security Solutions has agreed to continue this partnership without increasing the costs for 2026.

Staff allocated \$500,000.00 in the FY2026 budget for this contractual service. If approved, the terms for the contract with P4 Security Solutions will be from January 1, 2026, through December 31, 2026. The estimated total cost of this initiative for 2026 is \$467,839.84.

In 2026, the Winnetka Police Department will continue to onboard new patrol officers, including completion of the police academy and the department's Field Training Program. While the new police personnel complete all required training, P4 Security Solutions can continue to provide enhanced security, increased community engagement, and optimized resource allocation.

RECOMMENDATION:

Consider adopting Resolution No. R-97-2025: Approving an Addendum to the Security Services Agreement Between the Village and P4 Security Services, LLC.

ATTACHMENTS:

1. Resolution No. R-97-2025: Approving an Addendum to the Security Services Agreement Between the Village and P4 Security Services, LLC

RESOLUTION NO. R-97-2025

A RESOLUTION APPROVING AN ADDENDUM TO THE SECURITY SERVICES AGREEMENT BETWEEN THE VILLAGE AND P4 SECURITY SERVICES, LLC

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

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

WHEREAS, on April 1, 2025, the Village and P4 Security Services, LLC ("***P4***") entered into a security services agreement wherein P4 would provide additional security services to supplement the Village Police Department's patrol and further the goals of safety, security, and deterrence in the community ("***Agreement***"); and

WHEREAS, the Village and P4 desire to amend the Agreement to, among other things, extend the term of the Agreement for an additional year ("***Addendum***"); and

WHEREAS, pursuant to the Village's home rule authority, the Village Council has determined that it is in the best interests of the Village and its residents to enter into the Addendum with P4 pursuant to this Resolution;

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 hereby 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 hereby authorizes and directs the Village President and the Village Clerk to execute and attest, respectively, on behalf of the Village, the final Addendum.

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 2nd day of December, 2025, pursuant to the following roll call vote:

AYES:

NAYS:

ABSENT:

ABSTAIN:

Signed

Village President

Countersigned:

Village Clerk

EXHIBIT A

ADDENDUM TO SECURITY SERVICES AGREEMENT

ADDENDUM TO P4 SECURITY SERVICES AGREEMENT

This is an addendum ("**Addendum**") to the Security Services Agreement ("**Agreement**") between the **VILLAGE OF WINNETKA**, an Illinois home rule municipality ("**Village**") and **P4 SECURITY SOLUTIONS, LLC** ("**P4**"), which Addendum is effective January 1, 2026 ("**Effective Date**"). The Village and Company acknowledge and agree to the following:

1. **Term.** The term of this Addendum will commence on the Effective Date and end on December 31, 2026.
2. **Rate of Payment.** In consideration for the services to be performed under this Addendum and Agreement, and subject to the terms and conditions thereof, Village agrees to compensate the P4 as set forth below:

Village of Winnetka												
POST		SUN	MON	TUE	WED	THUR	FRI	SAT			Wkly	Annual
Week 1	TIME								HPW	HOURLY RATE	TOTAL	TOTAL
Off Duty Police Officer 1	2300-0700	8	8	8	8	8	8	8	56	\$72.50	\$4,060.00	\$211,120.00
Off Duty Police Officer 2	2300-0700	8	8	8	8	8	8	8	56	\$72.50	\$4,060.00	\$211,120.00
Fully Loaded Vehicle 1	Per Week								1		\$438.46	\$22,799.92
Fully Loaded Vehicle 2	Per Week								1		\$438.46	\$22,799.92
Wkly Total									112		\$8,996.92	\$467,839.84

Notes to Pricing: Holidays are not represented in the above pricing and will be billed at 1.5 x the bill rate.

3. **Definitions.** All capitalized words and phrases used throughout this Addendum have the meanings set forth in the various provisions of this Addendum. If a word or phrase is not specifically defined in this Addendum, it has the same meaning as in the Agreement.
4. **Rules of Construction.** Except as specifically provided in this Addendum, all terms, provisions and requirements contained in the Agreement remain unchanged and in full force and effect. In the event of a conflict between the text of the Agreement and the text of this Addendum, the text of this Addendum controls.
5. **Conflicts.** This Addendum and the Agreement are deemed to be one agreement. Except as otherwise set forth herein, all terms, covenants, and conditions contained in the Agreement remain the same and in full force and effect. To the extent that any of the terms and conditions in this Addendum conflict with any provisions in the Agreement, the provisions of this Addendum control.

IN WITNESS WHEREOF, Village and P4 hereto have caused this Addendum to be executed as of this _____ day of _____, 2025.

VILLAGE OF WINNETKA

Signature

Printed Name

Title

Date

Signature

Stefano Vitale

Printed Name

President & Principal

Title

November 13, 2025

Date



SECURITY SERVICES AGREEMENT

ON-SITE SECURITY GUARDING

This Security Services Agreement ("Agreement") is entered into on April 1, 2025 (the "Effective Date"), between P4 SECURITY SERVICES LLC, a Delaware limited liability company located at 2801 Finley Road, Suite 103, Downers Grove, IL 60515 ("P4S") and the Village of Winnetka, an Illinois home rule municipal corporation located at 510 Green Bay Road, Winnetka, IL 60093 ("Client").

WHEREAS, P4S provides specialized security services, including civilian security officers and off-duty law enforcement officers;

WHEREAS, Client desires for P4S to provide security services at Client locations as provided in this Agreement.

THEREFORE, Client and P4S agree as follows:

1. **Engagement; Services.** Client engages P4S to provide security services as mutually agreed by the parties as set forth in this Agreement (the "Services"). Services to be provided at specific Client locations shall be documented in a specific statement of work, in the form attached as Exhibit A (each, a "SOW"). P4S will only provide Services specified on an SOW, and P4S will not be obligated to perform or be responsible for any services or duties that are not specified on an SOW.

2. **Personnel.** All P4S personnel that will provide Services have been appropriately trained, are authorized to provide the Services, and have undergone P4S's standard screening process upon hire which includes drug testing and criminal background checks. P4S personnel will perform the Services in a diligent, professional manner in accordance with industry standards. Client may request the removal of any P4S personnel from work at a Client location for any reason or no reason, and P4S will use commercially reasonable efforts in removing and replacing such personnel. P4S acknowledges state badging and licensing requirements in all states that P4S will provide Services for Client and will adhere to those requirements. P4S personnel will conform to the applicable post orders that are agreed to between P4S and Client. While P4S is solely responsible for all employment-related decisions pertaining to its own employees, such as hiring and firing, Client will have the right to refuse to allow any of P4S's employees to work at the Client location for any reason or no reason.

3. **Compensation and Payment.**

a. Client agrees to pay P4S according to the initial hourly personnel rates and other terms as set forth in Exhibit A. The initial hourly rates on Exhibit A apply to the initial year of this Agreement. After December 31, 2025 P4S may increase the hourly rates by up to 4% per year, and shall provide Client at least thirty (30) days prior written notice of a rate increase. Any additional increases shall be subject to mutual agreement of the parties.

b. Overtime, holidays and additional services requested by Client upon less than forty-eight (48) hours' notice to P4S, will be billed at one and one-half (1 ½) times the applicable straight-time hourly rate. Holidays include New Year's Day, Martin Luther King Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve, Christmas Day and New Year's Eve.



c. P4S shall invoice Client **BiWeekly**, with payment due within 30 days from the date of invoice. Late payment for any undisputed invoice will be paid in accordance with the Local Government Prompt Payment Act. 50 ILCS 50/1 et seq. .

4. **Independent Contractors.** P4S provides the Services as an independent contractor of Client. P4S has no authority to bind Client. P4S's personnel shall not be considered employees of Client. P4S shall be solely responsible for the payment of compensation and benefits for its personnel providing Services.

5. **Term and Termination.** The initial term of this Agreement shall begin on the Effective Date and continue through December 31, 2025. This Agreement shall automatically renew for additional one (1) year terms unless terminated by either party at least thirty (30) days prior to the renewal date. Either party may terminate this Agreement at any time, without cause or penalty, upon 30 days' prior written notice to the other party. In the event of termination for any reason, Client shall be responsible for payment for all Services rendered through the date of termination.

6. **Insurance.**

a. P4S shall maintain: i) comprehensive general liability insurance on an occurrence basis with limits of \$3,000,000 each occurrence and \$6,000,000 general aggregate; ii) worker's compensation insurance in compliance with applicable state law; iii) employers' liability insurance in the amount of \$1,000,000 each employee by accident, \$1,000,000 each employee by disease, and \$1,000,000 aggregate by disease; and iv) comprehensive automobile liability insurance with minimum coverage amounts of \$1,000,000 for any one accident for bodily injuries, death and property damage resulting from any one occurrence, including all owned, hired, and non-owned vehicles.

b. All insurance policies required by P4S under this Agreement, except the Workers' Compensation policy, shall be endorsed to name the Village of Winnetka, its officers, officials, and employees as Additional Insureds on the appropriate endorsement(s) to the insurance policy or policies, not more restrictive than ISO GC2010 and CG2037 or such equivalent forms, which provides coverage for bodily injury or property damage caused in whole or in part by the acts and omissions of P4S. If the Additional Insureds have other insurance which is applicable to the loss or Damages, such other insurance shall be on an excess or contingent basis.

c. Subrogation must be waived in favor of Client with respect to General Liability, Auto Liability, Workers Compensation/Employer's Liability, and Umbrella/Excess Liability. Such insurance evidenced will not be cancelled or reduced without 30 days' prior written notice to the Client.

7. **Indemnification.**

a. Subject to the limitation of liability provisions in this Agreement, P4S will indemnify and hold harmless Client and its elected and appointed officers, employees, attorneys, and agents (collectively, "**Client Indemnitees**") from all liabilities, actions, costs (including attorneys' fees), claims or liabilities of any character (collectively, "**Damages**") caused by, resulting from, arising out of, or occurring in connection with any negligent, grossly negligent, or intentional act or omission of, or breach of this Agreement by, P4S, any of its employees, officers, directors, contractors or subcontractors, anyone directly or indirectly employed or engaged by any of them, or anyone for whose acts any of them may be liable, arising out of this Agreement or P4S's performance of Services under this Agreement; provided that P4's obligations



under this section shall not apply to Damages that are solely caused by or solely result from the negligent, grossly negligent, or intentional act or omission of Client and its elected and appointed officers, employees, attorneys, and agents, contractors and subcontractors, anyone directly or indirectly employed or engaged by any of them, or anyone for whose acts any of them may be liable.

b. Client's right to indemnification is conditioned upon: (i) promptly notifying P4S in writing of any claim for which indemnity is claimed; and (ii) cooperating reasonably with P4S related to any hold harmless and indemnification under this Agreement.

8. **Limitation of Liability.** In no event shall either party be responsible for punitive, exemplary, indirect or consequential damages including, without limitation, loss of profits or business, or for damages arising from or relating to any circumstances beyond the party's reasonable control including, without limitation, any act of terrorism. The hourly rates and other compensation payable to P4S is based upon the value of the Services, and not upon the value of any individuals or property protected. Client acknowledges that the Services provided by P4S are not a substitute for the police or other law enforcement agency. P4S cannot guarantee the safety of any individual, or that the Services will prevent any personal injury, death, loss, theft or damage. Notwithstanding anything to the contrary in this Agreement, in no event will the total liability of P4S and its insurers for any Loss exceed the available proceeds payable under P4S's insurance policies which P4S has agreed to maintain in Section 6, including any direct claim or claim for indemnification. P4S shall not be liable, for indemnification or otherwise, for Losses resulting from a third party's criminal act, or for personal injury or death to any person from a slip, trip or fall. It is understood that P4S is not responsible for performing any property maintenance services including but not limited to site cleaning, upkeep, or removal of snow, ice, garbage or debris.

9. **No Hire.** Client acknowledges that P4S has incurred considerable time and expense in recruiting and training of its security personnel. Client agrees not to personally solicit or hire any P4S security officer or other P4S personnel involved in providing Services at any Client location during the term of this Agreement and for a period of twelve months following the termination or expiration of this Agreement.

10. **Force Majeure.** Neither party shall be liable for failure or delay if such party's performance is delayed or prevented by acts of God, snow storms, blizzards, or other inclement weather, pandemic, terrorism, civil or employee disruptions and similar events outside the party's reasonable control; provided, that P4S shall use reasonable efforts to maintain Services to the extent possible during and after any force majeure event.

11. **Dispute Resolution.** This Agreement shall be governed by Illinois law, without regard to choice of law or conflicts or law principles. Exclusive venue for any dispute shall be in the state or federal courts located in Cook County, Illinois, and each Party consents to the exclusive jurisdiction and venue of such courts.

12. **General.** Neither Party may assign this Agreement without the consent of the other Party; provided, that either party may assign this Agreement to a successor in the event of a sale of its business or assets, with written notice to the other party. This Agreement, including the attached exhibits, constitutes the entire agreement of the parties and supersedes any other oral or written understanding or agreement. This Agreement is entered solely for the benefit of the parties, and no third party benefits or rights are intended or created by this Agreement. This Agreement may not be amended except upon the written agreement of both parties. This Agreement may be executed in counterparts, including via electronic signature.



P4 SECURITY SOLUTIONS LLC

VILLAGE OF WINNETKA

[Redacted Signature Block]
By: Steve Vitale
Its: President

By: _____
Its: _____



EXHIBIT A

STATEMENT OF WORK

Village of Winnetka												
POST		SUN	MON	TUE	WED	THUR	FRI	SAT	Weekly		Est Cost from April 1st to Dec 31st	
	TIME								HPW	HOURLY RATE	TOTAL	
Off Duty Police Officer 1	2300-0700	8	8	8	8	8	8	8	56	\$72.50	\$4,060.00	\$158,340.00
Off Duty Police Officer 2	2300-0700	8	8	8	8	8	8	8	56	\$72.50	\$4,060.00	\$158,340.00
Fully Loaded Vehicle 1	Per Week								1		\$438.46	\$17,099.94
Fully Loaded Vehicle 2	Per Week								1		\$438.46	\$17,099.94
								Wkly Total	112		\$8,996.92	\$350,879.88
One time Vehicle start up for 2 units											\$16,000.00	\$366,879.88
Notes to Pricing: Holidays will be billed at 1.5X the bill rate.												

EXHIBIT B – INTENT, EXPECTATION & STANDARDS

1. Intent – Performance Contract

It is the intention of the parties to the Agreement that P4S will deliver the professional level security services as described in the Agreement and in accordance with the specifications contained in the Agreement and all exhibits thereto. The Services are to be provided by professional current off duty police officers or other peace officers through vehicle and foot patrols of the designated patrol areas (hereinafter defined), and assist first responders as requested. These Services will also reduce the likelihood of loss as the P4S security officers and vehicles will serve as a visible deterrent to crime.

P4S's services will be performed in a timely, professional, and workmanlike manner in accordance with the level of professional care customarily observed by highly skilled professionals rendering similar services in the security industry. If the level of security at any time is considered to be unacceptable to the Client, then Client and P4S shall discuss adjustments to the Services.

2. Services and Expectations

P4S agrees to:

- furnish Services at the Patrol Area and for the hours listed in any applicable SOW
- provide security services by serving as a visual deterrent to crime and observing and reporting incidents or hazardous conditions
- detect and report suspicious individuals and incidents in the Patrol Area
- assist only upon request in facilitating Winnetka Fire Department and Winnetka Police Department responses
- conduct routine patrols of the Patrol Area as mutually agreed upon with the Client
- carry out daily duties as defined as specified herein and other duties as specified by the Winnetka Police Department as needed.



P4S must perform the Services with the goal of minimizing loss and injury to the Patrol Area, customers, tenants, visitors, employees and vendors.

In the execution of the Services, P4S agrees to take such actions as are deemed prudent under the circumstances, to contact on duty police authorities, when necessary, after taking into consideration the apparent threat posed and the likelihood of imminent harm to persons in the Patrol Area.

P4S acknowledges that customer service is a critical component of the Client's business strategy and that security plays an integral part in accomplishing this objective. One of the primary responsibilities of all P4S security officers assigned to the Patrol Area will be to provide quality customer service by exercising courtesy, respect, and professionalism.

P4S acknowledges and agrees that the Patrol Area is fluid and may change on a daily basis, as directed by Client.

Client, upon request, may meet with the security officers that P4S has recommended for placement in Winnetka. While P4S is solely responsible for all employment-related decisions pertaining to its own employees, such as hiring and firing, Client will have the right to refuse to allow any of P4S's employees to work at the Patrol Area for any reason or no reason.

3. Additional Services

The Client may at times request additional temporary services as needed P4S shall provide for the capability to augment its assigned P4S security officers as may be requested by the Client in a timely manner. In order to facilitate this potential staff augmentation, P4S shall ensure that substitute security officers are trained for the position. An off duty police officer or other peace officer will be available to fill-in as needed, provided, however the P4S security officer is qualified in accordance with the standards required by Client set forth in this Agreement.

4. Personnel Requirements and Licensing

Each P4S security officer shall meet the following minimum requirements:

- be a current member of a surrounding suburban law enforcement agency, or other active state or federally regulated peace officer, and not be the subject of a current Disciplinary Action at the time of P4S' initial background check or thereafter if the specific agency, department, or other entity notifies P4S of a Disciplinary Action. As soon as P4S is notified that a P4S security officer is under investigation, P4S agrees it will not dispatch that security officer to work in Winnetka pursuant to this Agreement during the term of that investigation. For the purpose of this Exhibit A, "Disciplinary Action" means any adverse personnel action, including, without limitation, administrative leave, suspension, reduction in pay, rank, or other employment benefit, dismissal, transfer, reassignment, reasonable denial of secondary employment, or similar punitive action taken against a law enforcement officer,;
- pass a 7-year criminal history screening, background check and pre-employment drug/alcohol tests



- CPR/AED/First Aid Certified.
- licensed to carry a firearm in the State of Illinois and local jurisdictions where applicable
- valid driver's license
- Provide proof that the P4S security officers have achieved at least eighty (80) hours of initial firearm training and annual certification of security officers' proficiency to use and care for firearms; and
- Any and all other applicable laws and regulations

5. Certification and Training

P4S will bear all costs of training, testing and certifying competency of all personnel prior to authorizing the employment of any P4S security officer hereunder, and will provide such other training on an on-going basis as is normally expected of security professionals in the region.

Each P4S security officer will be trained in CIT Nonviolent Crisis Intervention Training for a minimum of 8 hours prior to deployment. Course includes the following:

Crisis Intervention Training (CIT)

1. Identifying Behavior
2. Exploring Causes of Behavior
3. Practicing Communication
4. Defensive Behavior
5. Applying Skills
6. Effective Responding
7. Restrictive Interventions (legal considerations)
8. Decision Making
9. Post Crisis

The Service Provider must ensure that all P4S security officers are licensed by the state or local jurisdiction for all Services to be provided for Client in Winnetka.

The Service Provider must ensure that all P4S security officers are Law Enforcement Agencies Data System (LEADS) certified.

The Service Provider must ensure that all P4S security officers are licensed to carry firearms as required by federal, state, and local law.

6. Uniforms and Equipment

Uniforms - P4S will be responsible for the proper uniform fitting of a P4S security officer and agreed to by the Client and the continual maintenance of the uniforms.



Equipment – P4S security officers will provide their own firearm, compliant with applicable law. Service Provider will provide phone numbers and email addresses for P4S security officers and Supervisors for direct communication while on patrol.

Vehicle - P4S will be responsible for providing a safe and reliable vehicle as specified in the Agreement and SOW. The vehicle maintenance will be born of the P4S.

The Client will provide each P4S security officer a Winnetka Police issued STARCOM radio per shift and a Winnetka building fob and building access code to enter certain facilities. The P4S security officer will be responsible for maintaining the radio and ensuring it is returned to the Client at the end of the shift, as well as returning the building fob after each shift.

Fuel – Client will provide fuel for the patrol vehicles assigned to P4S security officers.

Cameras – P4S will provide footage from the security vehicle's camera system upon the Client's request.

7. Standard Operating Procedures

P4S shall create, routinely review and update Standard Operating Procedures to ensure up-to-date and efficient operations to fulfill its obligations under the Agreement. Reviews and updates shall be provided by the P4S on a semi-annual basis or as specifically requested by the Client.

Standard Operating Procedures address, at a minimum, the following:

- Reporting and communication protocols
- Normal and emergency operating modes and responsibilities
- Emergency response protocols and contact information
- Public relations and dispute resolution general guidelines and protocols
- Incident logging techniques, protocols and reporting requirements
- Reporting procedures
- Patrol Area Routes

8. Scheduling / Benefits and Compensation

- Client will not bear costs associated with absenteeism, vacation, personal or tardiness of the P4S security officer.
- P4S shall be responsible for all unscheduled overtime (due to tardiness, sickness, vacation/personal time and no-show).
- P4S shall bear the sole responsibility for the payment of compensation, employee benefits, worker's compensation, disability and medical benefits, unemployment compensation insurance, and social security taxes, as well as the proper withholding income taxes for officers.
- Client will only be billed for actual time a P4S security officer is present for a scheduled shift.



9. Incidents and Reporting

- Security Incidents: Service Provider shall notify Client by email and by phone of any potential or actual Security Incident as soon as practicable, and no later than twenty-four (24) hours of Service Provider becoming aware of such Security Incident. Service Provider shall investigate any such Security Incident and take all necessary steps to eliminate or contain the exposures that led to such Security Incident in accordance with the appropriate safeguards and as required by an applicable and ensure that the plan associated with such remediation efforts includes components aimed at preventing the recurrence of the same type of Security Incident. "Security Incident" means: (i) the loss or misuse (by any means) of Client data; (ii) the inadvertent, unauthorized, and/or unlawful disclosure, processing, alteration, corruption, sale, rental, or destruction of Client data or other breach with respect to Client data; (iii) any compromise or vulnerability of the Services; or (iv) any potential or confirmed exposure or vulnerability (which may stem from an act or omission to act) that would result in any of the events described in clause (i) or (iii).
- Reports: The following reports shall be administered, completed and submitted as indicated below, where appropriate:
 - Daily Log: Show all pertinent activity. Violations, accidents, irregularities, emergencies or unusual circumstances requiring corrective actions or investigation will be entered in electronically and immediately reported to the relevant Supervisor.
 - Incident Reports: All critical information as outlined by the Standard Operating Procedures shall be recorded by the responding P4S security officer, reviewed by the relevant Supervisor and submitted to the Client.
- Crime Analysis and Reporting
 - Service provider will review and analyze neighborhood crime and provide monthly report summarizing findings.
 - Recommended changes to patrol routes or staffing should be provided as part of these reports.
- Mapping Reports
 - Service provider will provide Client access to P4S patrol mapping reports on a weekly basis or upon request by the Client.

10. Client's Right to Monitor/Request Removal of Officers

- Performance of the P4S security officers shall be continuously monitored by the Client and evaluated by Service Provider.
- In the event that P4S security officers are found to be unacceptable to the Client for any reason, the Service Provider shall be so notified and shall take immediate and appropriate corrective actions or remove the P4S security officers from assignment to the Client.



11. Supervision and Client Account Manager

P4S shall be responsible for the direct supervision of P4S security officers at all times. P4S representative shall be available on-call continuously throughout the contract period. P4S shall always have one shift supervisor per scheduled times, these individuals shall be responsible for routine security duties as well as:

- management and oversight of P4S security officers operating within that shift
- Interface with the Client
- General administrative duties, such as producing reports and tracking time and attendance
- Resolving any disputes or issues that might arise involving P4S security officers.

P4S shall also designate a Client Account Manager. This individual shall:

- Ensure security staff maintains contract compliance, i.e., training, licenses, etc.
- Oversee the creation and maintenance of Security Standard Operating Procedures and other specified documentation
- Assure adequate supervision of all P4S security officers
- Ensure proper fulfillment of P4S's duties and responsibilities
- Facilitate effective communication with the Client.



Village of WINNETKA, IL

Agenda Item Executive Summary

TITLE: Resolution No. R-100-2025: Approving and Authorizing the Execution of a Prosecutorial Services Agreement with Addis Law Group, LLC (Adoption)

PRESENTER: Brian O'Connell

AGENDA DATE: December 2, 2025

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

The Village maintains a continuous contractual agreement for prosecutorial services to address local ordinance violations, state traffic violations, and municipal violations enforced by the police department.

EXECUTIVE SUMMARY:

In the spring of 2025, the contracted Village Prosecutor submitted her resignation to the Village. Staff evaluated legal firms which could provide interim prosecutorial services for the remainder of 2025. The Addis Law Group was identified as the preferred vendor for these services.

The Addis Law Group has a distinguished reputation providing prosecutorial services to numerous municipalities in the North Shore area for over a decade. Other municipalities already contracted with the Addis Law Group include Northbrook, Glencoe, Kenilworth, Wilmette, Deerfield, and Park Ridge. Starting on July 21st, 2025, the Village entered into a temporary agreement with the Addis Law Group to provide prosecutorial services for the remainder of the year which was administratively approved under the Village Manager's spending authority.

Since beginning their role as the Village Prosecutor, the team from Addis Law Group has provided exceptional service to the Village. They have provided comprehensive guidance to officers to ensure cases are adjudicated in a legally sound and ethical method, representing the Village in a reliable professional manner.

If approved, the terms of the agreement with the Addis Law Group will be from January 1, 2026, through December 31, 2026. The estimated total cost of this service for 2026 is \$60,000.00.

This agreement with Addis Law Group will provide additional services, including prosecution of traffic misdemeanors, cases of driving under the influence of alcohol or drugs, and building code violations enforced by the Community Development Department.

RECOMMENDATION:

Consider adopting Resolution No. R-100-2025: Approving and Authorizing the Execution of a Prosecutorial Services Agreement with Addis Law Group, LLC.

ATTACHMENTS:

1. Resolution No. R-100-2025: Approving and Authorizing the Execution of a Prosecutorial Services Agreement with Addis Law Group, LLC

RESOLUTION NO. R-100-2025

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A PROSECUTORIAL SERVICES AGREEMENT WITH ADDIS LAW GROUP, LLC

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

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

WHEREAS, pursuant to Chapter 2.32 of Title 2 of the Winnetka Village Code, the Village may engage attorneys for the prosecution of certain suits and actions involving violations of Village ordinances and of the statutes of the state which may be referred by the Village Manager; and

WHEREAS, in July 2025, the Village retained Addis Law Group, LLC ("***Contractor***") as interim prosecuting attorney; and

WHEREAS, the Village has been satisfied with Contractor's legal services and desires to retain Contractor as Village Prosecutor and enter into an agreement to engage Contractor on a full-time basis to prosecute violations of the Village's ordinances ("***Services***"); and

WHEREAS, Village staff recommends entering into an agreement between the Village and Contractor for the Services ("***Agreement***"); and

WHEREAS, pursuant to the Village's home rule authority, the Village Council has determined that it is in the best interests of the Village and its residents to enter into the Agreement with Contractor pursuant to this Resolution;

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 AGREEMENT. The Village Council hereby approves the Agreement 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 AGREEMENT. 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 Agreement after receipt by the Village Manager of two executed copies of the final Agreement from Contractor; provided, however, that if the Village Manager does not receive two executed copies of the final Agreement from

December 2, 2025

R-100-2025

Contractor within 60 days after the date of adoption of this Resolution, then this authority to execute and seal the final Agreement will, at the option of the Village Council, be null and void.

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

ADOPTED this 2nd day of December, 2025, pursuant to the following roll call vote:

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

Signed

Village President

Countersigned:

Village Clerk

EXHIBIT A
AGREEMENT

**VILLAGE OF WINNETKA
PROSECUTORIAL SERVICES AGREEMENT**

This **PROSECUTORIAL SERVICES AGREEMENT** ("**Agreement**") is dated as of the ____ day of December 2025, and is by and between the **VILLAGE OF WINNETKA**, an Illinois home rule municipal corporation ("**Village**"), and **ADDIS LAW GROUP**, ("**Contractor**").

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

Section 1. Recitals.

A. Pursuant to Chapter 2.32 of Title 2 of the Winnetka Village Code, the Village seeks to engage attorneys for the prosecution of certain suits and actions involving violations of Village ordinances and of the statutes of the state which may be referred by the Village Manager.

B. The Village desires to retain Contractor as a prosecuting attorney ("**Village Prosecutor**") for the Village, and Contractor desires to accept that appointment, subject to the provisions of this Agreement.

Section 2. Engagement; At-Will Service; Term.

A. Engagement. Contractor is hereby retained as a prosecuting attorney for the Village, and Contractor accepts that engagement, subject to the provisions of this Agreement.

B. Service is At-Will. The engagement and service of Contractor is at the will of the Village Manager. Wayne B. Addis and/or Larry Berg will be the attorneys on behalf of the Contractor who will perform the Services (as defined in Section 3).

C. Term. Without limitation on the at-will nature of Contractor's engagement and service as set forth in Subsection B above, this Agreement is for an initial one-year term commencing January 1, 2026 and expiring on December 31, 2026 ("**Term**"), subject to the termination provisions in Section 6 of this Agreement. The Term of this Agreement may be extended for additional one-year periods. Any extension must be in writing, which may be in memorandum or letter form, signed by the Village Manager and by Contractor.

Section 3. Performance of Services.

A. Scope of Services. Contractor will provide, perform, and complete the following professional services, all of which are herein referred to as the "**Services**":

1. Work with Village staff and Village's Police Department to prepare cases for hearing/trial including review of charges, witness preparation, and settlement discussions;
2. Prosecute violations of the Village's ordinances, including, without limitation, all traffic, misdemeanor traffic, DUIs, animal control, and parking in the Municipal Division of the Cook County Circuit Court. All Circuit Court cases are heard at the Old Orchard Courthouse, 5600 Old Orchard Rd, Skokie, IL 60077.

3. The Contractor acknowledges that Village has established a local administrative hearing process for ordinance violations, including minor traffic matters, building, zoning, property maintenance, and business licensing violations. The Contractor will also serve as the Village Prosecutor for such hearings once a month.

B. Standard of Performance. Contractor will provide, perform, and complete all of the Services in a professional manner consistent with the professional standards of practice, care, and diligence of qualified municipal prosecutors doing similar service in the Chicago Metropolitan Area and in full compliance with this Agreement (the "**Standard of Performance**").

C. Attendance at Hearings and Court Dates. If Contractor cannot attend a scheduled court date, Contractor must notify the Village Attorney at least ten business days in advance of the court date of Contractor's inability to attend. In the event emergency circumstances preclude the ten-day notice, Contractor must notify the Village Attorney as far in advance of the court date as practicable.

D. Semi-Annual Review. No later than six months after the commencement of this Agreement, the Contractor and the Village Manager and Village Attorney will meet to review the Contractor's performance of the Services and determine if the amount of time the Contractor is devoting to the Services is proportional to the scope of the Services.

Section 4. Compensation and Method of Payment.

A. Rate of Compensation. For providing the Services, Contractor will be compensated \$4,500.00 per month. Contractor will be compensated at a rate of \$500.00 per month for administrative hearings. The monthly fees may include, but will not be limited to, attendance at court, docket/case preparation and review, meetings with Village officials and/or staff, meeting with witnesses, and training of Village officials and/or staff. No separate or additional compensation will be paid by the Village for travel. Contractor will be reimbursed for pre-approved expenses incurred in connection with providing the Services. All filing fees, expert witness fees, subpoena fees, and other fees associated with the performance of the Services will be the responsibility of the Village.

B. Invoices and Payment. Contractor will submit invoices in an approved format to the Village for costs incurred by Contractor in performing the Services, showing the task performed, the attorney performing the task, and the amount of time spent on the particular task. The amount billed in each invoice for the Services will be based solely upon the flat rates set forth herein. The Village will pay to Contractor the amount billed within 30 days after receiving and approving such an invoice.

Section 5. Representations and Warranties.

A. Representations and Warranties of Contractor. Contractor represents and warrants to the Village that Contractor: (1) is and has been for the three years immediately preceding the Effective Date duly licensed and in good standing as an attorney in the State of Illinois; (2) has no knowledge of any administrative proceedings or other matters which would affect Contractor's licensure within the State of Illinois; (3) agrees that if Contractor's license is suspended or terminated by the Illinois Attorney Registration and Disciplinary Commission, this Agreement will be immediately terminated, and (4) agrees that the foregoing representations and warranties constitute a continuing obligation.

B. Representations and Warranties of the Village. The Village represents and warrants to Contractor that it will: (1) provide Contractor with copies of, or full access to, all Village ordinances; (2) provide to Contractor copies of all relevant policies, rules, and regulations related to Contractor's provision of the Services; (3) provide to Contractor reasonable access to all pertinent documents and records for use in providing the Services, and (4) provide to Contractor appropriate facilities, support staff and security to facilitate efficient and safe provision of the Services.

Section 6. Termination.

As provided in Section 2 of this Agreement, Contractor serves at the will of the Village Manager. The Village Manager may terminate this Agreement immediately and at any time, without cause or reason. Contractor may terminate this Agreement at any time, without cause or reason, on 60-day written notice to the Village, unless the Village and Contractor agree to a shorter notice period. On termination of this Agreement, the Village will pay all Compensation accrued through the last date that the Agreement remained in effect.

Section 7. Legal Relationships and General Provisions.

A. Relationship of the Parties. Contractor will act as an independent contractor in providing and performing the Services. Nothing in, or done pursuant to, this Agreement may be construed or applied to create the relationship of principal and agent, partners, or joint venturers between the Village and Contractor. Contractor will not be entitled to any employment benefits of any kind provided by the Village to its employees and Contractor hereby waives any right to such benefits.

B. Nature of the Agreement. Contractor will report as income for federal and state income tax purposes all Compensation paid under this Agreement. Contractor acknowledges Contractor's obligation to pay, if required by law, self-employment local, state, and federal taxes. Contractor acknowledges that the Village, if required by law, will report to Contractor compensation paid pursuant to this Agreement on a Form 1099 at the end of the year during which Contractor performed the Services. If the Internal Revenue Service (the "**IRS**") or any other governmental agency questions or challenges the independent contractor status of Contractor, Contractor hereby agrees to indemnify and hold harmless the Village with respect to any and all loss or liability arising from Contractor's failure to withhold for federal and state tax purposes Compensation paid under this Agreement. If the IRS or any other governmental agency questions or challenges the independent contractor status of Contractor, then both the Village and Contractor, on receipt by either of them of notice from the IRS or any other governmental agency, must promptly notify the other party and afford the other party the opportunity to participate in any discussion or negotiation with the IRS or other governmental agency. Both the Village and

Contractor agree to participate in any such discussions or negotiations to the extent permitted by the IRS or other governmental agency.

C. No Collusion. Contractor hereby represents and certifies that Contractor is not barred from contracting with a unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Contractor is contesting, in accordance with the procedures established by the appropriate revenue Act, its liability for the tax or the amount of the tax, as set forth in 65 ILCS 5/11-42.1-1; or (ii) 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.* Contractor hereby represents that the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to Contractor prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it is found that Contractor, in procuring this Agreement, has colluded with any other person, firm, or corporation, then Contractor will be liable to the Village for all loss or damage that the Village may suffer thereby, and this Agreement will be null and void.

D. No Assignment. Contractor may not: (1) assign this Agreement in whole or in part; (2) assign any of Contractor's rights or obligations under this Agreement, or (3) assign any payment due or to become due under this Agreement without the prior express written approval of the Village, which approval may be withheld in the sole and unfettered discretion of the Village.

E. Additional Prosecuting Attorneys. This Agreement is not exclusive. The Village may at any time hire other prosecuting attorneys.

F. Ownership of Documents. All documents pertaining to the administrative hearing system of the Village are and will at all times remain the property of the Village. Contractor covenants that, on the termination of this Agreement, Contractor will not retain and will return to the Village all of the documents pertaining to the administrative hearing system of the Village.

G. Amendments. The parties by mutual written agreement may amend any provision of this Agreement during the life of the Agreement. Such amendments will be incorporated and made a part of this Agreement.

H. Conflict of Interest. Contractor represents and certifies that, to the best of Contractor's knowledge: (1) no Village employee or agent is interested in the business of Contractor or this Agreement; (2) as of the date of this Agreement neither Contractor nor any person employed or associated with Contractor has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement, and (3) neither Contractor nor any person employed by or associated with Contractor will at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.

I. Notice. All notices required or permitted to be given under this Agreement will be in writing and may be delivered (1) personally, (2) by a reputable overnight courier, or (3) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid. Unless otherwise expressly provided in this Agreement, notices will be deemed received upon the earlier of: (a) actual receipt; (b) one business day after deposit with an overnight courier, as evidenced by a receipt of deposit; or (c) four business days following deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section 7.I, each party will have the right to change the address or the addressee, or both, for all future notices and

communications to the other party, but no notice of a change of addressee or address will be effective until actually received.

Notices and communications to the Village will be addressed to, and delivered at, the following address:

Village of Winnetka
510 Green Bay Road
Winnetka, IL 60043
Attention: Village Manager

With a copy to:

Elrod Friedman LLP
350 N. Clark Street, Suite 200
Chicago, Illinois 60654
Attention: Peter M. Friedman

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

Addis Law Group
1200 Shermer Road, Suite 112
Northbrook, Illinois 60062

J. Third Party Beneficiary. No claim as a third party beneficiary under this Agreement by any person, firm, or corporation may be made or be valid against the Village.

K. Provisions Severable. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions will remain in full force and effect and in no way be affected, impaired, or invalidated.

L. Calendar Days and Time. Unless otherwise provided in this Agreement, any reference in this Agreement to "day" or "days" means calendar days and not business days. If the date for giving of any notice required to be given, or the performance of any obligation, under this Agreement falls on a Saturday, Sunday, or federal holiday, then the notice or obligation may be given or performed on the next business day after that Saturday, Sunday, or federal holiday.

M. Governing Laws. This Agreement is governed by, construed and enforced in accordance with the internal laws, but not the conflicts of laws rules, of the State of Illinois. The parties irrevocably agree and hereby consent and submit to the exclusive jurisdiction of the Circuit Court of Cook County, Illinois with regard to the any actions or proceedings arising from, relating to, or in connection with this Agreement. The parties hereto hereby waive their respective right to transfer or change the venue of any litigation file in the Circuit Court of Cook County, Illinois.

N. Entire Agreement. This Agreement constitutes the entire agreement between the parties to this Agreement and supersedes all prior agreements and negotiations between the parties, whether written or oral, relating to the subject matter of this Agreement.

O. Waiver. Neither the Village nor Contractor will be under any obligation to exercise any of the rights granted to them in this Agreement except as it may determine to be in its best

interest from time to time. The failure of the Village or Contractor to exercise at any time any such rights will not be deemed or construed as a waiver of that right, nor will the failure void or affect the Village's or Contractor's right to enforce such rights or any other rights.

P. Grammatical Usage and Construction. In construing this Agreement, pronouns include all genders and the plural includes the singular and vice versa.

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

R. Headings. The headings, titles, and captions in this Agreement have been inserted only for convenience and in no way define, limit, extend, or describe the scope or intent of this Agreement.

S. Rights Cumulative. Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement will be cumulative and shall not be exclusive of any other rights, remedies, and benefits allowed by law.

T. Counterpart Execution. This Agreement may be executed in several counterparts, each of which, when executed, will be deemed to be an original, but all of which together will constitute one and the same instrument.

[signature page follows]

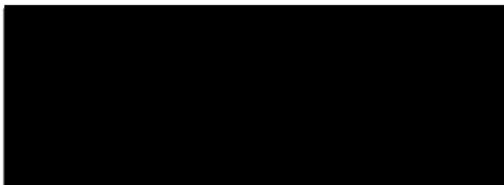
IN WITNESS WHEREOF, the Parties have executed this Agreement this ____ day of December, 2025.

ATTEST:

VILLAGE OF WINNETKA

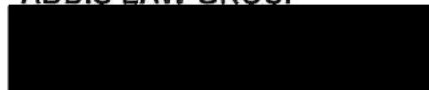
By: _____
Village Clerk

By: _____
Village Manager



Wayne B. Addis, on behalf of Contractor

ADDIS LAW GROUP



Larry Berg, on behalf of Contractor



Village of WINNETKA, IL

Agenda Item Executive Summary

TITLE: Ordinance No. MC-08-2025: Enacting a Home Rule Municipal Retailers' Occupation Tax and a Home Rule Municipal Service Occupation Tax (Adoption)

PRESENTER: Tim Sloth

AGENDA DATE: December 2, 2025

CONSENT: Yes

ITEM TYPE: Ordinances and Resolutions

ITEM HISTORY:

Staff initially proposed a Home Rule Sales Tax to Council as part of the presentation of the 2025 Annual Budget on November 1, 2024. Council directed Staff to gather more information and bring back for Council review in 2025. At the July 8, 2025, Village Council Study Session & Special Meeting, staff presented alternate forms of revenue for the Business District Revitalization Fund. At that meeting, Council provided policy feedback generally supportive of implementing a 1% Home Rule Sales Tax for inclusion in the FY2026 Annual Budget process. Before proceeding, Council directed staff to commence with a period of public engagement including direct outreach to the Chamber of Commerce and the local business community. At the August 19th Council meeting, staff updated Council on the status of that community outreach, which included direct communication to individual businesses, an online open house forum, and a presentation to the Chamber of Commerce. At the August 19, 2025 Council meeting, staff presented feedback to Council and the Chamber of Commerce Executive Director voiced support for 1% Home Rule Sales Tax and continued investment in the Village's Business Districts. At the September 9, 2025 Council meeting, Staff informed Council that a draft Ordinance implementing the 1% Home Rule Sales tax will be introduced when Council considers approval of the 2026 Annual Budget. The Home Rule Sales Tax Ordinance was introduced at the November 18th, 2025 Village Council meeting.

EXECUTIVE SUMMARY:

The proposed Home Rule Sales Tax will take effect July 1st and is expected to eventually generate \$1.5 million annually. For the FY2026 budget year, the tax is expected to generate approximately \$750,000 as the State will not begin collecting the tax until July 1, 2026. The revenue will be posted to the Business District Revitalization Fund and has been included as a funding source in the proposed 2026 Annual Budget and 5-Year Capital Improvement Plan.

RECOMMENDATION:

Consider adoption of Ordinance No. MC-08-2025, an ordinance enacting a home rule municipal retailers' occupation tax and a home rule municipal service occupation tax.

ATTACHMENTS:

1. Ordinance No. MC-08-2025: Enacting a Home Rule Municipal Retailers' Occupation Tax and a Home Rule Municipal Service Occupation Tax

AN ORDINANCE ENACTING A HOME RULE MUNICIPAL RETAILERS' OCCUPATION TAX AND A HOME RULE MUNICIPAL SERVICE OCCUPATION TAX

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 Illinois Municipal Code, 65 ILCS 5/1-2-1, provides that the corporate authorities of each municipality may pass all ordinances and make all rules and regulations proper or necessary, to carry into effect the powers granted to municipalities, with such fines or penalties as may be deemed proper; and

WHEREAS, the Village desires to adopt a home rule municipal retailers' occupation tax ("***Retailers' Occupation Tax***") and a home rule municipal service occupation tax ("***Service Occupation Tax***") pursuant to Sections 8-11-1 and 8-11-5, respectively, of the Illinois Municipal Code; and

WHEREAS, the Village Council has determined that it is appropriate, necessary and in the best interests of the Village and its residents, to enact the Retailers' Occupation Tax and the Service Occupation Tax, pursuant to this Ordinance;

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

SECTION 1: RECITALS. The recitals in this Ordinance are incorporated into this Section as the findings of the Village Council.

SECTION 2: AMENDMENT TO TITLE 4 OF THE VILLAGE CODE. Title 4, titled "Revenue and Finance," of the Village Code is amended to add a new Chapter 4.48, titled "Home Rule Municipal Retailers' Occupation Tax," to read as follows:

"CHAPTER 4.48 HOME RULE MUNICIPAL RETAILERS' OCCUPATION TAX

Section 4.48.010 Home rule municipal retailers' occupation tax.

- A. **Imposed; Rate. A tax is hereby imposed upon all persons engaged in the business of selling tangible personal property, other than an item of tangible personal property titled or registered with an agency of the State of Illinois government, at retail in the Village at the rate of 1% of the gross receipts from such sales made in the course of such business while this Chapter is in effect. The imposition of this tax is in accordance with and subject to the provisions of Section 8-11-1 of the Illinois Municipal Code (65 ILCS 5/8-11-1).**
- B. **The tax imposed by this Chapter and Home Rule Municipal Service Occupation Tax, as set forth in Chapter 4.52, may not be imposed on tangible personal**

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

property taxed at the rate of 1% under the Retailers' Occupation Tax Act and the Service Occupation Tax Act.

- C. Under the Retailers' Occupation Tax Act and the Service Occupation Tax Act, this additional tax may not be imposed on the sales of food for human consumption that is to be consumed off the premises where it is sold (other than alcoholic beverages, soft drinks and food that has been prepared for immediate consumption) and prescription and nonprescription medicines, drugs, medical appliances and insulin, urine testing materials, syringes and needles used by diabetics.
- D. The tax imposed by this Chapter and all civil penalties that may be assessed as an incident of the tax, will be collected and enforced by the State of Illinois Department of Revenue. The Illinois Department of Revenue has the full power to administer and enforce the provisions of this Chapter."

SECTION 3: AMENDMENT TO TITLE 4 OF THE VILLAGE CODE. Title 4, titled "Revenue and Finance," of the Village Code is amended to add a new Chapter 4.52, titled "Home Rule Municipal Service Occupation Tax," to read as follows:

"CHAPTER 4.48 HOME RULE MUNICIPAL SERVICE OCCUPATION TAX

Section 17.16.020 Home rule municipal service occupation tax.

- A. Imposed; Rate. A tax is hereby imposed upon all persons engaged in the village in the business of making sales of service, at the rate of 1% of the selling price of all tangible personal property transferred by such serviceperson as an incident to a sale of service. The imposition of this tax is in accordance with and subject to the provisions of Section 8-11-5 of the Illinois Municipal Code (65 ILCS 5/8-11-5).
- B. The tax imposed by this Chapter and the Home Rule Municipal Retailers' Occupation Tax, as set forth in Chapter 4.48, may not be imposed on tangible personal property taxed at the rate of 1% under the Retailers' Occupation Tax Act and the Service Occupation Tax Act.
- C. Under the Home Rule Retailers' Occupation Tax Act and the Service Occupation Tax Act, this additional tax may not be imposed on the sales of food for human consumption that is to be consumed off the premises where it is sold (other than alcoholic beverages, soft drinks and food that has been prepared for immediate consumption) and prescription and nonprescription medicines, drugs, medical appliances and insulin, urine testing materials, syringes and needles used by diabetics.

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

- D. The tax imposed by this Chapter and all civil penalties that may be assessed as an incident of the tax, will be collected and enforced by the State of Illinois Department of Revenue. The Illinois Department of Revenue has the full power to administer and enforce the provisions of this Chapter.**

SECTION 4: TAXES IMPOSED. A tax is hereby imposed upon all persons engaged in the business of selling tangible personal property, other than an item of tangible personal property titled or registered with an agency of the Illinois government, at retail in the Village, at the rate of 1% of the gross receipts from such sales made in the course of such business while this Ordinance is in effect. A tax is hereby imposed upon all persons engaged in the Village in the business of making sales of service, at the rate of 1% of the selling price of all tangible personal property transferred by such serviceman as an incident to a sale of service. The “Retailers’ Occupation Tax” and “Service Occupation Tax” may not be imposed on tangible personal property taxed at the rate of 1% under the Retailers' Occupation Tax Act and the Service Occupation Tax Act.

SECTION 5: ILLINOIS DEPARTMENT OF REVENUE TO ADMINISTER. The taxes hereby imposed pursuant to this Ordinance, and all civil penalties that may be assessed as an incident thereto, shall be collected and enforced by the Department of Revenue of the State of Illinois. The Department of Revenue shall have full power to administer and enforce the provisions of this Ordinance.

SECTION 5: VILLAGE CLERK TO FILE ORDINANCE WITH ILLINOIS DEPARTMENT OF REVENUE. The Village Clerk is hereby directed to file a certified copy of this Ordinance with the Illinois Department of Revenue on or before April 1, 2026, so that the obligations to collect and remit the tax imposed in this Ordinance will be administered and enforced on and after July 1, 2026.

SECTION 6: REPLACEMENT OF CHAPTERS 4.24 AND 4.28 OF THE VILLAGE CODE. Chapter 4.24, titled “Municipal Retailers’ Occupation Tax,” and Chapter 4.28, titled “Municipal Service Occupation Tax,” are hereby replaced in their entirety pursuant to this Ordinance.

SECTION 7: REPEAL OF CONFLICTING PROVISIONS. All ordinances and resolutions, or parts thereof, in conflict with the provisions of this Ordinance are, to the extent of the conflict, expressly repealed on the effective date of this Ordinance.

SECTION 8: SEVERABILITY. If any provision of this Ordinance or part of this Ordinance is held invalid by a court of competent jurisdiction, the remaining provisions of this Ordinance will remain in full force and effect, and will be interpreted, applied, and enforced to achieve, as near as may be possible, the purpose and intent of this Ordinance to the greatest extent permitted by applicable law.

SECTION 9: EFFECTIVE DATE. This Ordinance will be in full force and effect upon its passage, approval and publication in the manner provided by law.

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

PASSED this 2 of December, 2025, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this ____ day of _____, 2025.

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 _____,
2025.

Introduced: November 18, 2025

Passed and Approved: _____, 2025

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



Village of WINNETKA, IL

Agenda Item Executive Summary

TITLE: Resolution No. R-90-2025: Adopting the Annual Budget for the Fiscal Year Beginning January 1, 2026 and Ending December 31, 2026 (Adoption)

PRESENTER: Tim Sloth

AGENDA DATE: December 2, 2025

CONSENT: Yes

ITEM TYPE: Ordinances and Resolutions

ITEM HISTORY:

The Village Council held a budget meeting on October 30 and a public hearing on November 18, 2025 to review the proposed fiscal year 2026 budget. The proposed FY2026 budget is available on our website at <https://www.villageofwinnetka.org/> and is on file at Village Hall and the Library. The Resolution adopting the budget was distributed one meeting prior to adoption, so the public has an opportunity to review the materials.

EXECUTIVE SUMMARY:

A Public Hearing on the proposed budget was held at November 8, 2025 Village Council Meeting. The 2026 Annual Budget totals \$116,208,338 of which 34% is for capital and infrastructure expense. The budget will result in an approximately 4.93% increase in costs (\$37.42 a month) for municipal services for a typical homeowner. The Village will consider adopting the Resolution at the December 2, 2025 Council Meeting.

RECOMMENDATION:

Consider Adoption of Resolution No. R-90-2025, a Resolution Adopting the Annual Budget for the Fiscal Year Beginning January 1, 2026 and Ending December 31, 2026.

ATTACHMENTS:

1. Resolution No. R-90-2025: Adopting the Annual Budget for the Fiscal Year Beginning January 1, 2026 and Ending December 31, 2026

RESOLUTION NO. R-90-2025

**A RESOLUTION
ADOPTING THE ANNUAL BUDGET FOR THE FISCAL YEAR
BEGINNING JANUARY 1, 2026
AND ENDING DECEMBER 31, 2026**

WHEREAS, the corporate authorities of the Village of Winnetka (“Village Council”) have previously adopted Sections 8-2-9.1 through 8-2-9.10 of the Illinois Municipal Code, establishing the office of budget officer and authorizing the adoption of the annual budget in lieu of an annual appropriation ordinance; and

WHEREAS, on October 30, 2025, the Village Council placed the proposed, tentative annual budget for the fiscal year beginning January 1, 2026, and ending December 31, 2026, on file at the office of the Village Manager, at the Winnetka Public Library, and on the Village of Winnetka web site (www.villageofwinnetka.org), and has made the proposed, tentative annual budget available for public inspection since that date; and

WHEREAS, on November 18, 2025, pursuant to notice published on Saturday, November 8, 2025, in the Chicago Tribune, a newspaper published and in general circulation in the Village of Winnetka, the Village Council held a public hearing on the proposed tentative annual budget; and

WHEREAS, the Village of Winnetka is a home rule municipality in accordance with Article VII, Section 6 of the Constitution of the State of Illinois of 1970, pursuant to which it has the authority, except as limited by said Section 6 of Article VII, to exercise any power and perform any function pertaining to the government and affairs of the Village, including, but not limited to, the powers (i) to regulate for the protection of the public health, safety, morals and welfare, (ii) to license, (iii) to tax, and (iv) to incur debt; and

WHEREAS, the Village Council finds that establishing an annual budget for the Village, including estimating revenues and recommending expenditures, is a matter pertaining to the affairs of the Village.

NOW, THEREFORE, be it resolved by the Council of the Village of Winnetka as follows:

SECTION 1: The Annual Budget for the Village of Winnetka, which is attached hereto as Exhibit A and is incorporated by reference as if fully set forth herein, is hereby adopted as the Annual Budget for the Village of Winnetka for the Fiscal Year beginning January 1, 2026 and ending December 31, 2026.

SECTION 2: The adoption of the foregoing annual budget shall be in lieu of the appropriation ordinance required in Section 8-2-9 of the Illinois Municipal Code.

SECTION 3: **Home Rule.** This Resolution is adopted by the Council of the Village of Winnetka in the exercise of its home rule powers pursuant to Section 6 of Article VII of the Illinois Constitution of 1970.

SECTION 4: **Effective Date.** This resolution shall be in full force and effect immediately upon its adoption.

ADOPTED this 2nd day of December, 2025, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

Signed:

Village President

Countersigned:

Village Clerk

Introduced: November 18, 2025

Adopted: _____

NOTE:

EXHIBIT A IS THE COMPLETE BUDGET DOCUMENT, WHICH, DUE TO ITS SIZE, CANNOT BE REPRODUCED IN FULL IN THESE AGENDA MATERIALS.

THE COMPLETE BUDGET DOCUMENT CAN BE FOUND IN THE FISCAL TRANSPARENCY SECTION OF THE VILLAGE'S WEBSITE WHICH IS LINKED DIRECTLY BELOW:

<https://www.villageofwinnetka.org/277/Fiscal-Transparency>

THE COMPLETE BUDGET ALSO REMAINS AVAILABLE FOR INSPECTION IN THE VILLAGE MANAGER'S OFFICE AND AT THE WINNETKA PUBLIC LIBRARY. THE COMPLETE, FINAL BUDGET WILL BE APPROPRIATELY LABELED AND WILL BE ATTACHED TO AND MAINTAINED WITH THE ORIGINAL BUDGET RESOLUTION FOLLOWING ITS ADOPTION.



Village of WINNETKA, IL

Agenda Item Executive Summary

TITLE: Resolution No. R-91-2025: Establishing Rates and Fees Related to Utility Services (Adoption)

PRESENTER: Tim Sloth

AGENDA DATE: December 2, 2025

CONSENT: Yes

ITEM TYPE: Ordinances and Resolutions

ITEM HISTORY:

The Village Council held a budget review meeting on October 30, 2025 to review the proposed fiscal year 2026 budget. The annual utility rates and fee resolution was introduced at a public hearing on the proposed budget at the November 18, 2025 Village Council meeting. The Village Council sets utility fees annually by resolution during the budget approval process.

EXECUTIVE SUMMARY:

Because of the projected capital needs of the electric, water, and refuse utilities, rate adjustments for each are proposed and incorporated in the FY 2026 budget. Water rates derived from the 2025 Water Rate Study are implemented in the proposed rate resolution. A typical resident will see an average increase in their water bill of 8% which consists of a 7.1% increase in the volumetric charge and a \$2.04 increase in the fixed monthly service fee. Electric rates include an 6.5% average increase across all customer types. Rate adjustments are comprised of changes to the volumetric (kWh) rate and the customer charge. Residential refuse rates are increasing by 6.5% for all customers, while commercial refuse fees will see a rate increase of 10%. Sanitary service charges are increasing inline with the water rates with an average increase of 8.0%. The Stormwater sewer fee is proposed to increase 5%. The rate increases identified above are driven by projected increased capital costs over the next 5 years. The Village will consider adoption of this Resolution at the December 2, 2025 Council Meeting.

RECOMMENDATION:

Consider adoption of Resolution No. R-91-2025, a Resolution Establishing Rates and Fees Related to Utility Services.

ATTACHMENTS:

1. Resolution No. R-91-2025: Establishing Rates and Fees Related to Utility Services

RESOLUTION NO. R-91-2025

A RESOLUTION ESTABLISHING RATES AND FEES

RELATED TO UTILITY SERVICES

WHEREAS, the Village of Winnetka is a home rule municipality in accordance with Article VII, Section 6 of the Constitution of the State of Illinois of 1970, pursuant to which it has the authority, except as limited by Section 6 of Article VII of such Constitution, to exercise any power and perform any function pertaining to the government and affairs of the Village, including, but not limited to, the powers (i) to regulate for the protection of the public health, safety, morals and welfare, (ii) to license, (iii) to tax, and (iv) to incur debt; and

WHEREAS, the Village of Winnetka (“Village”) owns, operates, and provides the following services in the Village (collectively, “*Utility Services*”): (i) a water utility that provides water service; (ii) an electric utility that provides electric service; (iii) a public sewer system; (iv) a municipal waste system that provides for the collection, transportation and disposal of refuse and yard waste; and (v) a public stormwater utility to provide stormwater management services; and

WHEREAS, pursuant to its home rule authority and the Illinois Municipal Code, the Village is permitted to charge fees for Utility Services; and

WHEREAS, the President and Village Council have determined that adoption of this Resolution will serve and be in the best interest of the Village of Winnetka;

NOW, THEREFORE, be it resolved by the Council of the Village of Winnetka as follows:

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

SECTION 2: FEES FOR WATER.

A. **Water Rates.** Each customer using water furnished by the Village of Winnetka Water and Electric Department shall be charged for such service in accordance with the following Schedules of Volumetric Water Rates and Water Customer Charges, as provided in Section 13.04.040 of the Winnetka Village Code:

[Remainder of this page intentionally left blank.]

SCHEDULE OF VOLUMETRIC WATER RATES

<u>Type of Customer</u>	<u>Rate</u>
Service within corporate limits	\$67.67 per 1,000 cubic feet, as metered
Service outside of corporate limits	\$121.13 per 1,000 cubic feet, as metered
Service to Village of Northfield:	Rate established by agreement approved by resolution of the Village Council
Wholesale Rate	Rate equal to "Service to Village of Northfield" rate
Special Service	\$51.05 per 1,000 cubic feet, as metered

SCHEDULE OF WATER CUSTOMER CHARGES

<u>Type of Customer (Meter Size)</u>	<u>Monthly Service Charge</u>
Less than or equal to One Inch (1")	\$ 15.61
One and One Half Inches (1.5")	\$ 22.55
Two Inches (2")	\$ 32.06
Three Inches (3")	\$ 102.14
Four Inches (4")	\$ 128.10
Six Inches (6")	\$ 188.68
Eight Inches (8")	\$ 257.84

B. Disconnection/Reconnection Fees. The following fees shall be charged and collected for service calls to either disconnect or reconnect service as the result of nonpayment, as provided in Section 13.04.060 of the Winnetka Village Code:

SERVICE DISCONNECTION OR RECONNECTION FEE

<u>Time of Service Call</u>	<u>Fee</u>
During regular business hours (Monday through Friday, except for holidays, from 7:30 a.m. to 3:00 p.m.)	\$100.00 per service dispatch
All other times (evenings, nights, weekends and holidays)	\$448.00 per service dispatch

C. Water Service Tap Fees. The following fees shall be charged for the installation of water connections, as provided in Section 13.04.100 of the Winnetka Village Code:

WATER SERVICE TAP FEES

<u>Water Tap Size</u>	<u>Water Main Size</u>	<u>Fee</u>	<u>Service Included in Fee</u>
1 1/2" or less	8" or less	\$1,950	Making tap, tapping sleeve, corp. stop, curb stop and box, and inspection
1 1/2" or less	10" – 12"	\$2,350	Making tap, tapping sleeve, corp. stop, curb stop and box, and inspection

<u>Water Tap Size</u>	<u>Water Main Size</u>	<u>Fee</u>	<u>Service Included in Fee</u>
1 1/2" or less	16" – 20"	\$3,250	Making tap, tapping sleeve, corp. stop, curb stop and box, and inspection
2"	8" or less	\$2,050	Making tap, tapping sleeve, corp. stop, curb stop and box, and inspection
2"	10" – 12"	\$2,450	Making tap, tapping sleeve, corp. stop, curb stop and box, and inspection
2"	16" – 20"	\$3,350	Making tap, tapping sleeve, corp. stop, curb stop and box, and inspection
4"	4"	\$2,600	Making tap, tapping sleeve and valve, and inspection
4"	6"	\$3,000	Making tap, tapping sleeve and valve, and inspection
6"	6"	\$3,500	Making tap, tapping sleeve and valve, and inspection
4"	8"	\$3,600	Making tap, tapping sleeve and valve, and inspection
6"	8"	\$4,200	Making tap, tapping sleeve and valve, and inspection
8"	8"	\$4,750	Making tap, tapping sleeve and valve, and inspection
4"	10"	\$4,800	Making tap, tapping sleeve and valve, and inspection
6"	10"	\$4,900	Making tap, tapping sleeve and valve, and inspection
8"	10"	\$5,300	Making tap, tapping sleeve and valve, and inspection
4"	12"	\$4,800	Making tap, tapping sleeve and valve, and inspection
6"	12"	\$4,900	Making tap, tapping sleeve and valve, and inspection
8"	12"	\$5,325	Making tap, tapping sleeve and valve, and inspection

For all taps 4" and larger, valve vaults meeting Water and Electric Department specifications must be furnished by the customer's plumber, at the customer's cost. Other size taps may be made only with the consent of the Water and Electric Department, at the customer's cost.

D. Water Meter Fees. The following fees shall be charged for the water meters provided by the Village, as provided in Sections 13.04.030 and 13.04.100 of the Winnetka Village Code:

WATER METER FEES

<u>Meter Size</u>	<u>Cost</u>
5/8"	\$550
3/4"	\$600
1"	\$725
1 1/2"	\$950
2"	\$1,100

Spreader and valves on both sides of meter must be installed by the customer's plumber, at the customer's cost. Other sizes of meters may be required or permitted, as determined by the Water and Electric Department, based on the characteristics of the proposed service.

Such other installations shall require the written approval of the Water and Electric Department, and the entire cost of the purchase and installation shall be borne by the customer.

E. Replacement of Touchpad Fees. The following fees shall be charged for replacement of removed touchpads and replacement of the touchpad wiring:

Replacement of Touchpad	\$150.00
Replacement of Touchpad Wiring	\$450.00

F. Temporary Water Service Fees. Pursuant to Section 13.04.150 of the Winnetka Village Code, temporary water service provided during building construction shall be billed at the rate applicable to the use specified in the building permit.

G. Construction Temporary Water Service Fees. Bulk water provided from the fire hydrant located at the Village's Public Works Facility for construction projects will be billed at the unincorporated water rate. The minimum daily charge will be \$50. At the discretion of the Water and Electric Director, the water rate can be waived for contractors performing Village work.

SECTION 3: FEES FOR ELECTRICITY.

A. Definitions. As used in this Section 3, the following terms, phrases and words and their derivations shall have the meanings given in this section, unless the context or use clearly indicates another or different meaning is intended:

Customer Charge: A fixed charge based on the type of service rather than the amount of electricity used.

Demand Charge: A charge based on the rate at which electric energy is delivered, expressed in kilowatts (kW), averaged over a 30-minute period.

Energy Charge: A volume-based charge for energy used.

Load Factor: The ratio of energy used to the maximum energy consumption for a given monthly peak demand.

On-peak Demand: A peak demand that occurs between the hours of 3:00 p.m. and 9:00 p.m.

Off-peak Demand: A peak demand that occurs between after 9:00 p.m. and before 3:00 p.m.

Primary Lines: High voltage power lines

Secondary Lines: Low voltage power lines that extend from the high voltage Primary Lines and distribute electricity to individual property lines.

Service Lines: The power lines that extend from the Secondary Lines to the individual meter connections located on each parcel of property that receives electric service.

B. Season Rates. Separate summer and winter rates shall be established for demand charges and energy charges. Pursuant to Section 13.08.150 of the Winnetka Village Code, summer rates shall be in effect for each of the four consecutive months with ending metered dates on or after June 1 of each year.

C. Electric Rates. Each customer using electricity furnished by the Village of Winnetka Water and Electric Department shall be charged for such service in accordance with the following schedule of electric rates, as provided in Section 13.08.040 of the Winnetka Village Code:

1. Customer Charge: Each customer shall be charged a monthly customer charge according to the schedule below:

SCHEDULE OF ELECTRIC CUSTOMER CHARGES

<u>Type of Customer (Rate Code)</u>	<u>Monthly Service Charge</u>	
Rate 1: Residential	\$23.90 Single Phase	\$33.00 Three Phase
Rate 2: Space Heating	\$28.04 Single Phase	\$36.49 Three Phase
Rate 3: Commercial	\$44.80 Single Phase	\$53.25 Three Phase
Rate 4: School and Government (<1000kW)	\$71.16 Single Phase	\$80.91 Three Phase
Rate 4: School and Government (>1000kW)	\$156.27 Single Phase	\$164.64 Three Phase
Rate 6: Water Heating	\$13.19 Single Phase	\$21.98 Three Phase
Rate 7: Large Residential	\$23.90 Single Phase	\$33.00 Three Phase
Rate 8: Street Lights	\$0.00 Single Phase	\$0.00 Three Phase

2. Energy and Demand Charges: In addition to the Customer Charge, each customer shall pay energy and demand charges at the rates set forth in the following Schedule of Energy and Demand Charges:

SCHEDULE OF ENERGY AND DEMAND CHARGES

Rate 1 - Residential: (Section 13.08.080 of the Winnetka Village Code)

Energy Charge

Summer Rate	\$0.1905 per kWh
Winter Rate	\$0.1787 per kWh

Rate 2 - Space Heating Customers: (Section 13.08.090 of the Winnetka Village Code)

Energy Charge

Summer Rate	\$0.1885 per kWh
Winter Rate	
First 750 kWh	\$0.1714 per kWh
All over 750 kWh	\$0.1166 per kWh

Rate 3 - Commercial: (Section 13.08.100 of the Winnetka Village Code)

Demand Charge

Summer Rate

First 50 kW \$0.00 per kW

All over 50 kW \$23.02 per kW

Winter Rate

First 50 kW \$0.00 per kW

All over 50 kW \$21.10 per kW

Energy Charge

Summer Rate

First 15,000 kWh \$0.1870 per kWh

All over 15,000 kWh \$0.1358 per kWh

Winter Rate

First 15,000 kWh \$0.1700 per kWh

All over 15,000 kWh \$0.1358 per kWh

Rate 4 - School and Government: (Section 13.08.110 of the Winnetka Village Code)

(a) With an annual peak demand of up to 1,000 kW:

Demand Charge

Summer Rate \$21.18 per kW

Winter Rate \$18.35 per kW

Energy Charge

Summer Rate

First 100,000 kWh \$0.1153 per kWh

Over 100,000 kWh \$0.0996 per kWh

Winter Rate

First 100,000 kWh \$0.1049 per kWh

Over 100,000 kWh \$0.0996 per kWh

(b) With an annual peak demand exceeding 1,000 kW:

Demand Charge

Summer Rate

On Peak \$22.19 per kW

Off Peak \$15.25 per kW in excess of On Peak Demand

Winter Rate

On Peak \$19.80 per kW

Off Peak \$15.25 per kW in excess of On Peak Demand

Energy Charge

Summer Rate

First 100,000 kWh \$0.1153 per kWh

Over 100,000 kWh \$0.0996 per kWh

Winter Rate

First 100,000 kWh \$0.1049 per kWh

Over 100,000 kWh	\$0.0996 per kWh
Load Factor Credit	(\$0.005) per kWh for kWh in excess of 50% based upon the on peak demand

Rate 6 - Water Heating: (Section 13.08.120 of the Winnetka Village Code)

Energy Charge	
Summer Rate	\$0.1890 per kWh
Winter Rate	\$0.1890 per kWh

Rate 7 - Large Residential: (Section 13.08.130 of the Winnetka Village Code)

Demand Charge	
Summer Rate	\$19.76 per kW
Winter Rate	\$17.48 per kW
Energy Charge	
Summer Rate	\$0.1420 per kWh
Winter Rate	\$0.1300 per kWh

Rate 8 - Street Lights: (Section 13.08.140 of the Winnetka Village Code)

Energy Charge	
Summer Rate	\$0.1828 per kWh
Winter Rate	\$0.1828 per kWh

D. Wholesale Power Purchase Cost Adjustment.

1. Wholesale Power Purchase Cost Adjustment formula: The electric system's cost of purchasing power shall be estimated at least once per year. Pursuant to Section 13.08.160 of the Winnetka Village Code, the Wholesale Power Purchase Cost Adjustment shall be calculated as the difference between the estimated annual cost per kWh of purchasing power and the 12-month rolling average cost of power calculated bimonthly. If the actual 12 month rolling average cost of power calculated bimonthly on a per kWh basis exceeds the estimated cost, the shortage shall be recovered by billing all customers at the same amount per kWh in the next bimonthly cycle. If the estimated annual cost per kWh of purchasing power exceeds the actual 12 month rolling average cost of power calculated bimonthly on a per kWh basis, the excess shall be credited to all customers at the same amount per kWh in the next bimonthly cycle.

E. Renewable Energy Production Credit.

1. Terms:

- a. Eligible Customer. A customer of the Village's Electric Utility who satisfies all of the requirements of Section 13.08.260 of the Winnetka Village Code.
- b. Renewable Energy Production Credit, or REPC, means the actual credit as calculated pursuant to the formula in subsection 2, below.
- c. Renewable Energy, or RE, means the amount of energy, measured in kWh, delivered to the Village by an Eligible Customer.
- d. Summer Energy Cost, or SEC, means the energy charge during the defined summer months utilizing the applicable rate category (section 13.08.080 of the Winnetka Village Code).
- e. Wholesale Purchase Power Cost, or WPPC, means the allocation on a per kilowatt hour basis of the total annual cost of purchasing power shown in the annual budget line item for "Purchased Power."

2. Calculation of REPC:

Summer Rate $REPC = (RE \times SEC)$

Winter Rate $REPC = (RE \times WPPC)$

- 3. REPC Carry-forward: If the REPC exceeds the cost of the power and energy billed to the Eligible Customer by the Village in a billing period, the excess REPC will be carried forward from one billing period to the next, except that no amount shall be carried forward past the end of the calendar year and that any amount of energy in kWh reflected in carry-forward credits remaining at the end of the calendar year shall be deemed to have been provided to the Village at no charge.
- 4. No Refunds or Transfers: No Eligible Customer whose electric service is terminated shall be entitled to a refund of any REPC balance, regardless of the reason for the termination of service. Nor shall any Eligible Customer be entitled to transfer any REPC balance to a succeeding customer upon the termination of the Eligible Customer's electrical service, regardless of the reason for the termination of service. Upon the termination of an Eligible Customer's electric service, the Eligible Customer's account shall be closed and any amount of kWh reflected in any REPC balance in existence at the time the account is closed will be deemed to have been provided to the Village, at no charge.

F. Municipally Owned Electric Vehicle Charging Station (for public use). The energy charge for municipally owned electric vehicle charging station (for public use) shall be according to the following schedule:

1. Standard Charging Station (Level 2)
Weekdays, 4:00 P.M. to 7:00 P.M. \$0.40 per kWh.
All days, all other times \$0.20 per kWh
2. Fast Charging Station (Level 3)
All days, at all times \$0.65 per kWh

G. Undergrounding Surcharge. Pursuant to Section 13.08.240 of the Winnetka Village Code, the following surcharges are hereby established for the undergrounding of transmission and distribution lines:

RATE U - UNDERGROUNDING SURCHARGE

1. **Surcharge:** Except as provided in subsection (c), each customer located in a Project Area within which the Primary Lines and Secondary Lines are placed underground pursuant to Section 13.08.230 of the Winnetka Village Code shall be subject to an undergrounding surcharge. The surcharge shall be charged monthly until the Applicable Project Cost, plus interest on the unpaid balance at a rate of 7% per annum, is fully paid. The surcharge shall not be charged for more than 60 consecutive months. The surcharge amount shall be as follows:

Surcharge UA Monthly surcharge of \$100 if Applicable Project Cost equals \$5,000 or less.

Surcharge UB Monthly surcharge of \$150 if Applicable Project Cost is greater than \$5,000 but does not exceed \$7,500.

Surcharge UC Monthly surcharge of \$200 if Applicable Project Cost is greater than \$7,500 but does not exceed \$10,000.

Surcharge UD Monthly surcharge of \$250 if Applicable Project Cost is greater than \$10,000 but does not exceed \$12,500.

2. **Definitions:** The following definitions shall be used in determining the undergrounding surcharge:

Project Area: The service area covered by a petition for undergrounding, as determined by the Director of Water and Electric, and shall include the Primary Lines, Secondary Lines and Service Lines within that service area.

Project Costs: All direct costs of undergrounding the Primary Lines and Secondary Lines in the Project Area (“Cost 1”). For customers with overhead Service Lines, the direct costs of undergrounding overhead Service Lines in the Project Area (“Cost 2”) shall be included in the Project Costs in addition to Cost 1. Direct costs shall include, but not be limited to, labor, materials, recording of easements and the cost of relocating all related electric utility facilities and equipment, such as pad mount transformers and switch gear.

Project Cost_{UG}: The Project Cost per customer with underground Service Lines, which shall be determined by dividing Cost 1 by the number of customers in the Project Area.

Project Cost_{OH}: The Project Cost per customer with overhead electric service, which shall be determined by dividing Cost 2 by the number of customers in the Project Area with overhead electric service and adding the resulting amount to Project Cost_{UG}.

Applicable Project Cost: The Project Costs as allocated to the individual customers in the Project Area. The Applicable Project Cost for each customer with underground Service Lines shall be Project Cost_{UG}. The Applicable Project Cost for each customer with overhead Service Lines shall be Project Cost_{OH}.

3. **Exceptions to Surcharge:** The undergrounding surcharge shall not be charged to any customer in the Project Area who pays the Applicable Project Costs in full before the project begins.

G. **Disconnection or Reconnection Fee.** The following fees shall be charged and collected for service calls to disconnect or reconnect service as the result of nonpayment, as provided in Section 13.08.060 of the Winnetka Village Code:

SERVICE DISCONNECTION OR RECONNECTION FEE

<u>Time of Service Call</u>	<u>Fee</u>
During regular business hours (Monday through Friday, except for holidays, from 7:30 a.m. to 3:00 p.m.)	\$100.00 per service dispatch
All other times (Evenings, nights, weekends and holidays)	\$448.00 per service dispatch

H. **Replacement Touchpad.** The following fees shall be charged for replacement of removed touchpads and replacement of the touchpad wiring:

Replacement of Touchpad	\$150.00
Replacement of Touchpad Wiring	\$450.00

I. Removal and Reinstallation of Overhead Service Connection. The following fee shall be charged and collected for costs to disconnect, remove and reconnect an overhead service conductor for construction activities:

<u>Time of Service Call</u>	<u>Fee</u>
During regular business hours (Monday through Friday, except for holidays, from 7:30 a.m. to 3:00 p.m.)	\$450.00
All other times (Evenings, nights, weekends and holidays)	\$1,200.00

J. Cost of Adding, Upgrading and Underground Electric Services. The costs of installing new electric service, upgrading electric service to increase capacity and converting overhead service to underground service shall be allocated as follows:

Installation and Ownership of Facilities: All existing facilities and equipment, and all facilities and equipment related to new service, upgraded service and underground conversions, up to the meter, shall be owned, operated and maintained by the Village of Winnetka Water and Electric Department. The meter pedestal or meter enclosure shall be provided by the customer, at the customer's expense, and shall be owned and maintained by the customer.

The Water and Electric Department shall install all new electrical service lines, all meters, all service upgrades and all conversions of overhead service to underground service, regardless of the party initiating the conversion, except that the Water and Electric Department shall not perform any work on the customer's side of the meter.

New Service or Increased Load: The following fees shall be charged for installing new or larger electric services:

Installation of a 200 Amp service (Includes conduits for communication conductors)	\$13,200
Installation of a 400 Amp service (Includes conduits for communication conductors)	\$26,000

Installation of three phase service

The costs of providing three phase electric service, including the cost of any necessary relocation, replacement or extension of the primary, secondary lines and transformers to which the service line is connected, shall be paid for by the customer requesting the new or increased three phase service.

If a primary or secondary line must be relocated, replaced or extended in order to install a new service or to increase the load capacity of an existing service, any customer who connects to such primary or secondary line within five years after its installation may be required to pay that customer's pro rata share of such costs. The Village Manager, in the exercise of his discretion, may enter into a written agreement with the initial requesting customer and establish terms for the payment of such costs, which may include a recapture provision that provides for the Village to refund such pro rata costs, less administrative costs in the amount of 10% of the recaptured amount, to the initial requesting customer.

Service Lines – Scheduled Conversion to Underground Service: A customer may choose either to maintain overhead service or to convert his service line from overhead service to underground service in conjunction with the Water and Electric Department's planned conversion undergrounding of the primary and secondary lines to which the customer's service line is connected. If the customer elects to maintain overhead service, the Water and Electric Department will install, at no additional cost to the customer, a new pole as close to the service connection as the Department deems possible, placing the service line underground to the pole, installing a service riser to the top of the pole, and connecting an overhead line to the existing service connection.

If the customer elects to place the service line underground, the Water and Electric Department will do so, at no additional cost to the customer, provided the customer purchases the meter enclosure or meter pedestal and makes, at the customer's expense, all alterations necessary to relocate the meter and building service so as to connect to the underground service line in the location specified by the Water and Electric Department.

Underground Service – Customer Requested Conversion: All costs of converting overhead electrical service to underground electrical service, including the cost of any necessary relocation of the primary and secondary lines to which the service line is connected, shall be paid by the customer if it is requested by the customer and the conversion is not done as part of the Water and Electric Department's undergrounding program. If the customer is increasing the size of the service entrance equipment, the customer shall be charged in accordance with rates for New Service or Increased Load for the service connection work. Existing rear lot residential services will be relocated to the front of the building and the service connection shall be at a location specified by the Water & Electric Department. As part of the conversion, an electric meter located within the structure shall be relocated to the outside.

K. Temporary Electric Service. Pursuant to Section 13.08.210 of the Winnetka Village Code, temporary electric service provided during building construction shall be billed at the rate applicable to the use specified in the building permit.

SECTION 4: SANITARY SEWER FEES.

A. Sewer Service Volumetric Rates. Any person owning or occupying premises which are connected to the public sewers within the Village of Winnetka shall pay for such services, as provided in Section 13.12.010 of the Winnetka Village Code, at the rate of \$21.21 per 1,000 cubic feet of water supplied to those premises.

B. Sewer Service Customer Charge. Any person owning or occupying premises which are connected to the public sewers within the Village of Winnetka shall pay for such services, as provided in Section 13.12.010 of the Winnetka Village Code, a customer charge of \$3.00 per month.

C. Fee for Returned Payment. A fee of \$30.00 shall be charged for any payment that is returned to the Village for any reason, including, but not limited to, insufficient funds, account closed, or referred to maker.

SECTION 5: REFUSE FEES.

A. Definitions. All terms defined in Section 8.16.010 of Chapter 8.16 of the Winnetka Village Code, "Garbage and Refuse," shall have the same meaning when used in this Section 5.

B. Commercial Refuse Service Fees. Pursuant to Section 8.16.050 of the Winnetka Village Code, the following monthly fees are hereby established for commercial refuse service, including apartments in commercial buildings:

SCHEDULE OF MONTHLY COMMERCIAL REFUSE SERVICE FEES

<i>Container Volume per Pick-up</i>	Number of Pickups Per Week						
	1	2	3	4	5	6	7
1 Cu.Yd.	\$62.98	\$113.94	\$155.93	\$205.40	\$244.38	\$290.86	\$341.84
1.5 Cu.Yd.	\$79.46	\$139.44	\$208.40	\$269.86	\$335.84	\$397.31	\$460.27
2 Cu.Yd.	\$92.82	\$173.92	\$257.87	\$340.33	\$418.30	\$500.76	\$577.23
3 Cu.Yd.	\$125.94	\$233.89	\$344.84	\$452.78	\$565.22	\$671.67	\$784.10
4 Cu.Yd.	\$161.92	\$281.86	\$431.78	\$565.22	\$701.65	\$757.13	\$967.02
6 Cu.Yd.	\$196.39	\$356.83	\$515.75	\$671.67	\$832.08	\$989.51	\$1,146.94
6 Cu.Yd.							
Compactor	\$233.89	\$418.30	\$602.71	\$784.10	\$967.02	\$1,146.94	\$1,332.85
35-65 Gal.	\$29.99	\$39.00	\$50.99	\$62.98	\$71.97	\$83.95	\$95.95
95 Gal.	\$39.45	\$62.98	\$83.95	\$113.94	\$133.44	\$157.43	\$182.92

[**Note:** Individual accounts will be charged a share of the monthly fees charged based upon the account's proportionate use of the container(s), as determined by the Winnetka Public Works Department.]

C. Residential Refuse Service Fees. Pursuant to Section 8.16.050 of the Winnetka Village Code, the following fees and charges are hereby established for residential refuse service:

SCHEDULE OF RESIDENTIAL REFUSE SERVICE FEES

<u>Service</u>	<u>Charge</u>
Back Door - One pick-up per week of no more than two garbage cans of household rubbish	\$57.90 per month
Back Door - Two pick-ups per week of no more than two garbage cans of household rubbish	\$115.81 per month
Back Door – One pick-up per week of no more than four garbage cans of household refuse	\$80.50 per month
Curbside - One pick-up per week – 35-gallon container	\$31.18 per month
Curbside - One pick-up per week – 65-gallon container	\$41.68 per month
Curbside - One pick-up per week – 95-gallon container	\$52.11 per month
Curbside – Two pick-ups per week – 95-gallon container	\$110.01 per month
Curbside – One pick-up per week – Two or more 95-gallon containers	\$52.11 plus \$16.97 per container per month
Collection of household rubbish or garbage in excess of two garbage cans per pick-up	\$3.00 per sticker (one sticker required for each container)

D. Charges for Special Refuse Collections. Pursuant to Section 8.16.050 of the Winnetka Village Code, the following rates are hereby established for special refuse collections:

SCHEDULE OF FEES FOR SPECIAL REFUSE COLLECTIONS

<u>Service</u>	<u>Charge</u>
Base Fee for special collections	\$44.09
Bulk pick-ups	
[Note: Bulk pick-ups are for light refuse other than liquids and yard waste.]	
Bulk pick-ups (<i>continued</i>)	
Up to 1.0 cubic yards	Base Fee
Over 1.0 cubic yards	Base Fee plus \$16.97 for each additional cubic yard or fraction thereof

<u>Service</u>	<u>Charge</u>
Hard-to-handle refuse [Note: Hard-to-handle refuse includes such miscellaneous rubbish as wood, fencing, carpeting, multiple pieces of furniture and cabinets, and construction materials such as wallboard, plaster and flooring, but shall not include liquids, soil, concrete and asphalt.]	Base Fee plus \$25.46 per cubic yard
Commercial Overflow Bulk pick-ups (pre-scheduled collection of regular bagged refuse only by commercial or institutional customers on regular service days)	\$16.97 per yard
Carts and roll-off boxes [Note: Charge is based on container size. Contents shall not include concrete, soil, asphalt or liquids]	
2.0 cubic yard	\$92.82
Daily holding fee (charged per day beginning on the 8 th day following delivery or tip)	\$2.00 per day

E. Yard Waste. Pursuant to Section 8.16.050 of the Winnetka Village Code, the following rates are hereby established for the removal of certain yard waste:

SCHEDULE OF YARD WASTE REMOVAL FEES

<u>Service</u>	<u>Charge</u>
Removal of yard waste Customer supplied bags (one sticker required per bag)	\$3.00 per sticker

SECTION 6: STORMWATER SEWER FEES. The fee for stormwater utility service provided in the Village of Winnetka pursuant to Chapter 13.16 of the Winnetka Village Code is hereby established at \$22.92 per month per Equivalent Runoff Unit (ERU), as defined in Section 13.16.04 of the Winnetka Village Code.

SECTION 7: FEE FOR RETURNED PAYMENT. A fee of \$30.00 shall be charged for any payment of fees charged pursuant to this Resolution that is returned to the Village for any reason, including, but not limited to, insufficient funds, account closed, or referred to maker.

SECTION 8: PAYMENT PERIOD; LATE FEES. All bills issued for Utility Services shall be paid in full within the payment period specified in the bill. The payment period shall be established by the Director of Finance and shall be no less than 21 nor more than 30 days from the date of the issuance of the bill. Pursuant to Sections 13.04.040.B, 13.08.040.B, 13.12.010.B, and 13.16.090.B of the Winnetka Village Code, if any bill for utility service is not paid within the specified payment period, a late payment penalty of 5% of the amount due shall be added to the bill and collected from the user.

SECTION 9: EFFECT OF RESOLUTION. The rates established in this Resolution shall apply to all Utility Service usage that will be billed by the Village on bills with a billing date on or after January 1, 2026.

SECTION 10: REPEALER. Resolution R-84-2024 shall be repealed and shall no longer be in force and effect for all Utility Service usage that will be billed by the Village on bills with a billing date on or after January 1, 2026.

SECTION 11: EFFECTIVE DATE. This Resolution shall be in full force and effect from and after its passage and approval according to law, but in no event prior to January 1, 2025.

ADOPTED this 2nd day of December, 2025, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

Signed:

Village President

Countersigned:

Village Clerk

Introduced: November 18, 2025

Adopted: _____



Village of WINNETKA, IL

Agenda Item Executive Summary

TITLE: Resolution No. R-92-2025: Amending General, Building, and Miscellaneous Service Fees (Adoption)

PRESENTER: Tim Sloth

AGENDA DATE: December 2, 2025

CONSENT: Yes

ITEM TYPE: Ordinances and Resolutions

ITEM HISTORY:

The Village Council held a budget review meeting on October 30, 2025, and a public hearing on November 18, 2025, to review the proposed fiscal year 2026 budget. The Village Council sets general and building permit fees annually by resolution during the budget approval process.

EXECUTIVE SUMMARY:

There are not any material changes in fees that impact day-to-day services provided to Village residents or incorporated businesses. The Village Code requires that this Resolution be introduced at a meeting and adopted at a subsequent meeting. Based on Village Council feedback from the November 18, 2025, Village Council meeting, Staff edited the resolution to include waiving the permit fees for approved Solar Energy System installations in compliance with Chapter 17.84 of the Village Zoning Ordinance. This edit is highlighted in red text in the attached Resolution. The Village will consider adoption of this resolution at the December 2, 2025 Council Meeting.

RECOMMENDATION:

Consider adoption of Resolution No. R-92-2025, a Resolution Amending General, Building, and Miscellaneous Service Fees.

ATTACHMENTS:

1. Resolution No. R-92-2025: Amending General, Building, and Miscellaneous Service Fees

RESOLUTION NO. R-92-2025

**A RESOLUTION
AMENDING GENERAL, BUILDING, AND
MISCELLANEOUS SERVICE FEES**

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, pursuant to which it has the authority, except as limited by Section 6 of Article VII of such Constitution, to exercise any power and perform any function pertaining to the government and affairs of the Village, including, but not limited to, the powers (i) to regulate for the protection of the public health, safety, morals and welfare, (ii) to license, (iii) to tax, and (iv) to incur debt; and

WHEREAS, pursuant to its home rule authority and the Illinois Municipal Code, the Village is permitted to set rates and charge fees for various permits, licenses and services; and

WHEREAS, the President and Village Council have determined that adoption of this Resolution will serve and be in the best interest of the Village of Winnetka;

NOW, THEREFORE, be it resolved by the Council of the Village of Winnetka as follows:

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

SECTION 2: GENERAL PERMIT, LICENSE AND REGISTRATION FEES. Fees are hereby established for certain permits, licenses and registrations, in the amounts and for the purposes set forth in the following Schedule of General Permit, License and Registration Fees, pursuant to the sections of the Winnetka Village Code (“Code”) referred to therein:

SCHEDULE OF GENERAL PERMIT, LICENSE AND REGISTRATION FEES

Note: Unless otherwise specifically provided in the following Schedule of General Permit, License and Registration Fees (“Schedule”), all annual permits, licenses and registrations provided for in this Schedule are due and payable on or before the beginning of the fiscal year (January 1) of each year, and remain in effect until the end of the fiscal year (December 31).

<u>Type of Permit, License or Registration</u>	<u>Amount of Fee</u>	<u>Code Section</u>
<i>Amusement Devices</i>		5.12.010
Daily	\$15.00	
Annual	\$25.00	
<i>Animals</i>		6.08.010
Dog License (Annual)		
Unspayed Female	\$15.00	
All Other Dogs	\$10.00	

<u>Type of Permit, License or Registration</u>	<u>Amount of Fee</u>	<u>Code Section</u>
<i>Animals (cont'd)</i>		6.08.010
Replacement License	\$2.00	
Taking up or Impounding Dog	\$55.00	
<i>Bicycle Registration</i>	No Fee	10.32.060
<i>Charitable and Political Solicitation</i>	None	5.48.010
<i>Circuses and Carnivals (Daily)</i>	\$100.00	5.52.040
<i>Film Production Application Fees</i>		
Basic Application Processing Fee	\$1,000.00	5.20.070
Additional Application Processing Fee (Per Hour)	\$250.00	5.20.070
<i>Food Dealers</i>		
Restaurant Permit: (Annual, based on seating capacity)		5.24.010
1-20	\$35.00	
21-50	\$45.00	
51-100	\$50.00	
More than 100	\$75.00	
Fast Food/Drive-In	\$75.00	
Food Store Permit (Annual, per cash register)	\$25.00	5.24.010
Temporary Food Dealer (Daily)	\$15.00	5.24.010
Vending Machine Operator Permit (Annual, per machine)	\$15.00	5.24.010
Fireworks Display Permit	\$750.00	15.16.020
<i>Foresters, Tree Surgeons</i>		5.72.010
Annual License	\$15.00	
<i>Garbage and Refuse Scavenger</i>		8.16.040
Annual License	\$500.00	
<i>Junk Dealers (Annual)</i>		5.32.010
License, Base Fee	\$50.00	
Vehicle Fee (per vehicle)	\$25.00	
<i>Landscaper License</i>	\$25.00	5.78.020

<u>Type of Permit, License or Registration</u>	<u>Amount of Fee</u>	<u>Code Section</u>
<i>Laundries</i>		5.36.010
Annual Fee	\$15.00	
<i>Liquor Licenses</i>		
Class A Restaurant (Annual)	\$750.00	5.09.100
Class A-1 Restaurant w/ Limited Bar (Annual)	\$1,000.00	
Class A-2 Restaurant (Annual; Beer & Wine)	\$500.00	
Class A-3 Restaurant w/ Limited Bar (Annual; Beer & Wine)	\$750.00	
Class A-4 Specialty Restaurant (Annual; Wine)	\$500.00	
Class A-5 Specialty Restaurant (Annual; Wine)	\$500.00	
Class B - Grocery Store (Annual)	\$750.00	
Class C - Special Event (Daily)	\$25.00	
Maximum per event more than 2 days	\$75.00	
Class D – Package delivery service/mail (Annual; Retail)	\$150.00	
Class D-1 – Package delivery service/mail (Annual; Wholesale)	\$500.00	
Class E - Limited Food Products Store (Annual; Wine)	\$500.00	
Class E-1 - Limited Food Products Store (Annual; Wine)	\$500.00	
Class E-2 – Specialty Beverage Store (Annual; Wine and Beer)	\$500.00	
Class F Coffee Shop (Annual; Wine and Beer)	\$500.00	
Class P - Park District (Annual)	\$500.00	
Class X – Special Use (Daily)	\$25, Max \$75	
Class Y – Banquet Facilities	\$1,000.00	
Class W Wine Station Ride (eligible for A; A-1; A-2; A-3)	None	
<i>Parades and Processions</i>	None	10.08.060
<i>Pawnbrokers</i>		5.44.010
Annual Fee, per location	\$100.00	
<i>Public Garage and Service Station</i>		5.60.010
Base fee, annual	\$50.00	
For each fuel pump	\$5.00	
<i>Raffle, per event</i>	\$25.00	9.04.040
<i>Second Hand Dealers</i>		5.64.010
Annual Fee, per location	\$25.00	

<u>Type of Permit, License or Registration</u>	<u>Amount of Fee</u>	<u>Code Section</u>
<i>Special Event</i>		5.66.050
Application Fee	\$35.00	
User Fee	Actual Cost	See Section 7
<i>Taxicab Operator's License</i>	\$2.00	5.68.050
<i>Vehicle (Motor) Licenses</i>		10.12.030
Annual Fee	\$40.00	
Late Fee	\$20.00	
Semi-Annual Fee (if purchased after 6/30)	\$20.00	
Transfer Fee	\$1.00	

SECTION 3: PARKING PERMIT FEES. Pursuant to Chapter 10.24 of the Winnetka Village Code, titled, "Parking," the following fees are hereby established for parking permits:

SCHEDULE OF PARKING PERMIT FEES

Semi-Annual Parking Permits (Commuter Parking Permits)

Note: Semi-annual parking permits are issued for the periods of January through June and July through December. Purchase and refund amounts are prorated based on the month in which the purchase or refund request is made. Only persons who reside in the Village of Winnetka, and who have a current Village vehicle sticker for a vehicle registered with the State to a Winnetka address, are eligible for the resident fee.

<u>Month of Purchase or Refund</u>	<u>Purchase Cost</u>		<u>Refund Amount</u>	
	<u>Resident</u>	<u>Non-Resident</u>	<u>Resident</u>	<u>Non-Resident</u>
January or July	\$100.00	\$220.00	\$83.33	183.33
February or August	83.33	183.33	66.67	146.67
March or September	66.67	146.67	50.00	110.00
April or October	50.00	110.00	33.33	73.33
May or November	33.33	73.33	16.67	36.67
June or December	16.67	36.67	—	—

Annual Parking Permits (Not refundable)

Business District Employee Parking Permit	\$10.00
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Daily Parking Permits (Not refundable)

Commuter Parking Lots	\$3.00
Business District Employee Parking	\$3.00
Banquet Parking Permit	\$3.00

Remote Lot Parking Permits (Public Works Yards)

Semi-annual charge per vehicle	\$120.00
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Note: The Village Manager may issue permits to allow parking on a limited basis at the Village's landfill site, 1390 Willow Road, by businesses located in the Village of Winnetka, including but not limited to the United States

Postal Service, for parking of their fleet vehicles, and by businesses located in the Village of Winnetka that are engaged in the retail sale of automobiles, for parking of their sales inventory. The Village Manager shall determine the number and location of such spaces that may be made available on the site may vary from time to time. Such space shall be limited to areas of the site that the Village Manager determines will not interfere with the Village's use of the site. Requests for such parking shall be made directly to the Village Manager. Remote parking spaces shall not be available for the general public.

Valet Parking Permit Application

Fee for one calendar year from the	\$250.00
Date of issuance of permit (5.76.030)	

SECTION 4: FEES FOR VEHICLE IMPOUNDMENT AND TOWING. Fees and charges are hereby established for the impoundment, towing and storage of vehicles upon the issuance of a final notice for unpaid parking tickets, as set forth in the following Impoundment and Towing Fee Schedule, pursuant to the sections of the Winnetka Village Code ("Code") referred to therein:

IMPOUNDMENT AND TOWING FEES

<u>Type of Fee</u>	<u>Fee Amount</u>	<u>Conditions for Payment or Refund</u>
<i>Impoundment</i>	\$200.00	Payment is required prior to release of vehicle. Payment will be refunded if the hearing officer determines that the impoundment was not conducted in accordance with the procedural requirements of Village Code Section 10.24.130.
<i>Towing and/or Storage - Private Contractor</i>	Actual cost as billed by the towing or impounding facility	Payment is required prior to release of towed, removed, relocated and/or stored vehicle. Payment will be refunded if the hearing officer determines that the towing, removal, relocation and/or storage was not conducted in accordance with the procedural requirements of Village Code Section 10.24.130.
<i>Storage on Village Property</i>	\$10.00 per day, per vehicle	Payment is required prior to release of stored vehicle. Payment will be refunded if the hearing officer determines that the storage was not conducted in accordance with the procedural requirements of Village Code Section 10.24.130.

<u>Type of Fee</u>	<u>Fee Amount</u>	<u>Conditions for Payment or Refund</u>
<i>Collateral</i>	100% of the amount of all outstanding fines due, as stated in the final notice.	Payment is required prior to release of impounded, towed, removed, relocated and/or stored vehicle. Payment is also required before a request for a judicial proceeding made pursuant to a “final notice” is processed. Payment will be refunded if, as the result of the dismissal of outstanding or unsettled traffic violation notices, judgments and/or warrants by a court of competent jurisdiction, the impounded or removed vehicle is subject to fewer than five unsatisfied fines for violation of any parking ordinance of the Village.

SECTION 5: MISCELLANEOUS SERVICE FEES. Fees are hereby established for the following certain miscellaneous services and purchase items in the amounts and for the purposes set forth in the following Schedule of General Permit, License and Registration Fees, pursuant to the sections of the Winnetka Village Code (“Code”) referred to therein:

SCHEDULE OF GENERAL PERMIT, LICENSE AND REGISTRATION FEES

<u>Miscellaneous Service Fees</u>	<u>Amount of Fee</u>	<u>Code Section</u>
<i>Ambulance Services - Residents</i>		2.52.040
Advanced Life Support – Level 1	\$725.00	
Advanced Life Support – Level 2	\$775.00	
Basic Life Support	\$575.00	
Mileage Charge (per loaded patient mile)	\$12.00	
<i>Ambulance Services – Non-Residents</i>		
Advanced Life Support – Level 1	\$900.00	
Advanced Life Support – Level 2	\$950.00	
Basic Life Support	\$700.00	
Mileage Charge (per loaded patient mile)	\$12.00	

Pursuant to participation in the Ground Emergency Medical Transportation (GEMT) Program, rates for Medicaid claims shall be set by the approved rate sheet received by the Illinois Department of Healthcare and Family Services (HFS) and/or the federal Centers for Medicare and Medicaid Services (CMS) reflecting the actual cost incurred for transport of residents and nonresidents.

<i>Audit (Print copy)</i>	\$35.00
<i>Annual Budget (Print copy)</i>	\$35.00
<i>Certified copies (per certification)</i>	\$1.00

<u>Miscellaneous Service Fees</u>	<u>Amount of Fee</u>	<u>Code Section</u>
<i>Comprehensive Plan</i>		
With Maps	\$35.00	
Without Maps	\$8.50	
<i>Copying, Scanning and Printing Charges</i>		
In-house copying		
Black & White, 8½" x 11" (per side)	\$0.15	
Black & White, 8½" x 14" (per side)	\$0.15	
Black & White, 11" x 17" (per side)	\$0.50	
Color, 8½" x 11" (per side)	\$0.50	
Color, 8½" x 14" (per side)	\$1.00	
Color, 11" x 17" (per side)	\$1.00	
Out-sourced copying	Actual Cost	
Oversize documents (plats, etc.)	Actual Cost	
<i>Credit Card Fee</i>		
For credit card payments over \$10,000	3%	
<i>Fire Alarm Monitoring Services</i>	\$61.00	
(direct connections to Village's fire alarm monitoring system only)	per month	
<i>Kenilworth Fire Service</i>		R-114-2022
Annual amount per IGA (2023)	\$491,137	
<i>Other, Unspecified Services</i>	Actual Cost	
<i>Special Detail Police Services</i>	\$75.00 per hour	
<i>Street Cleaning</i>	\$550.00	
<i>Unincorporated Fire Service</i>		13.040.120
Annual amount per Contract address	\$1,556.34	
<i>Winnetka Village Code</i>	\$200.00	
<i>Winnetka Zoning Ordinance</i>	\$10.00	

SECTION 7: FEES FOR SPECIAL SERVICES, FILM PRODUCTION AND SPECIAL EVENTS. Services provided or performed in conjunction with film production permits issued pursuant to Chapter 5.20 of the Winnetka Village Code and in conjunction with special event permits issued pursuant to Chapter 5.66 of the Winnetka Village Code shall be subject to the following fee schedule:

SCHEDULE OF SPECIAL SERVICE FEES

Note: The following hourly rates shall be assessed for: (i) all services provided in conjunction with film production and film production permits issued pursuant to Chapter 5.20 of the Village Code; (ii) all services provided in conjunction with film special events and events subject to special events permits issued pursuant to Chapter 5.66 of the Village Code; and (iii) all other non-standard services provided by Village personnel and all other uses of Village equipment not subject to specific fees set out in either this resolution.

<u>Department</u>	<u>Hourly Rate</u>
<i>Village Administration & Finance Departments</i>	
Village Manager	\$400
Assistant Village Manager	\$330
Village Attorney	\$400
Department Head	\$330
Supervisory Personnel	\$220
Clerical/Support Staff	\$220
<i>Police Department</i>	
Command Staff (Deputy Chief, Commanders)	\$275
Sergeants	\$220
Administrative Services Manager	\$220
Patrol Officers	\$185
Support Staff	\$160
Vehicles	\$60
<i>Fire Department</i>	
Command Staff (Deputy Chief, Captains)	\$275
Lieutenants	\$220
Fire Medics	\$185
Support Staff	\$160
Light Vehicles	\$70
Ambulance	\$125
Fire Truck / Engine	\$530
<i>Public Works</i>	
Supervisory	\$220
Engineers	\$220
Maintenance Workers	\$160
Light Trucks	\$70
Medium Trucks	\$100
Heavy Trucks, Refuse Trucks, Street Sweepers	\$150
<i>Community Development</i>	
Assistant Director	\$275
Planners, Architect	\$220
Inspectors	\$185

<u>Department</u>	<u>Hourly Rate</u>
Clerical / Support Staff	\$160
Vehicles	\$60
<i>Water & Electric</i>	
Assistant Director	\$275
Supervisory	\$220
Plant Operators	\$185
Linemen	\$185
Clerical / Support Staff	\$160
Light Trucks	\$70
Medium Trucks	\$100
Heavy Trucks, Boom Trucks	\$150

SECTION 8: BUILDING PERMIT, LICENSE AND REGISTRATION FEES.

Pursuant to the sections of the Winnetka Village Code (“Code”) referred to in the following Schedule Building, Zoning and Construction Activity Fees (“Fee Schedule”), there are hereby established certain permit, license and registration fees, in the amounts and for the purposes set forth in said Fee Schedule:

[Remainder of this page intentionally left blank.]

SCHEDULE OF BUILDING, ZONING AND CONSTRUCTION ACTIVITY FEES

WORK PERFORMED WITHOUT PERMITS (SECTION 15.32.010)

All permit fees for work performed without a required permit shall be double the amount of the fees for the required permits.

PERMIT DEPOSITS (SECTIONS 15.32.020, 15.54.120)

[Note: Deposits must be submitted with permit applications. The Village’s costs, including plan review and re-inspections, will be deducted from deposits. Deposit balances will be retained by the Village until a final certification of occupancy is approved.]

For Building Demolition Permits with site restoration or new building construction plans	\$ 5,000
For Construction and Demolition Debris Recycling	\$ 2,500
For Temporary Certificate of Occupancy	\$ 5,000
For Tree Replacement (for each inch of DBH)	\$ 300

PLAN REVIEW FEES (SEC. 15.32.020)

For all Building Permits, other than restrictive building permits:

- 15% of building permit fee, \$100 minimum.

For review of Construction Document Revisions

SCHEDULE OF BUILDING, ZONING AND CONSTRUCTION ACTIVITY FEES

- \$20 for each review where original building permit was subject to minimum fee, building permit is not required, or revision is for a restrictive building permit.
- \$130 for all reviews of any revision to building permit construction documents that do **not** require zoning, engineering, and/or forestry reviews.
- \$170 for all reviews of any revision to building permit construction documents that require zoning, engineering, and/or forestry reviews for minor revisions (as determined by the Director of Community Development).
- 25% of original plan review fee for all reviews of any major revision to building permit construction documents (as determined by the Director of Community Development).

For engineering review required for building in the flood plain:

- Flood plain development review \$ 600
- Letter of Map Revisions (LOMR) review \$ 600

For plan reviews required for fire and life safety systems (Sec. 15.16.070)

- Fire Department review \$ 150
- Technical review services Actual cost

CONTRACTOR PERMIT BOND (Sec. 15.32.060)

[**Note:** Bond to be payable to the Village of Winnetka. Contractor may provide a certified copy of its current unified contractor bond in amount of no less than \$50,000, as on file with Cook County Clerk.] \$ 25,000

BUILDING PERMIT FEES (Sec. 15.32.020)

Alterations, including remodeling, additions to existing structures, and new primary structures, and for other construction activity not specified by Resolution of the Council ("Major Permits")

- \$30.00 per \$1,000.00 or fraction thereof of the estimated total project cost, \$100.00 minimum. (Fee waived for Solar Energy System installations in compliance with Chapter 17.84 of the Village Zoning Ordinance)

Alterations, including remodeling, and additions to a historic or architecturally significant structure granted the maximum building size bonus per Chapter 15.52 or Chapter 15.53 of the Village Code (Major Permit).

- \$20.00 per \$1,000.00 or fraction thereof of the estimated total project cost, \$100 minimum.

RESTRICTIVE PERMITS

Canopy/Awning (Sec. 15.44.030) \$ 90 each

[**Note:** Certificate of Appropriateness of Design may be required.]

SCHEDULE OF BUILDING, ZONING AND CONSTRUCTION ACTIVITY FEES

Construction Trailers (Sec. 15.32.020)	\$ 290 each
Demolition (Sec. 15.52.020)	
• For each accessory structure	\$ 60
• For demolition with building permit application and complete construction documents.	\$16,070
• For demolition with site restoration plan and schedule. (Note: The \$16,070 includes \$600 reimbursement of payment made by Village of Winnetka to Winnetka Historical Society for research related to demolition of a primary structure)	\$16,070
Fences (Sec. 15.44.060)	\$85 each
Historic Maximum Building Size – Alteration or Addition Administrative Review Escrow	\$1,500
Roofing (Sec. 15.32.020 and 15.44.100)	\$85 each
Signs (Sec. 15.60.140)	
[Note: Signs may require Certificate of Appropriateness of Design.]	
• For each non-illuminated sign	\$ 80
• For each illuminated sign (includes electrical permit fee)	\$195
Swimming Pools (Sec. 15.56.020)	\$ 680
[Note: Includes electrical, plumbing and fence permits]	
Tree Enhancement/Tree Protection Plan Review (Sec. 15.28.070)	
• For each review per lot in development site	\$ 100
Landscape/Tree Replacement Plan Review (Sec. 15.28.050 and 15.28.060)	
• For each review per lot in development site	\$ 100
Tree Removal Permit Fee (Sec. 15.28.040)	
• For each tree	\$ 75
Zoning Analysis, Pre-Building Permit Submittal	\$100
ELECTRICAL PERMITS – For permits other than Major Permits, unless otherwise noted (Sec. 15.32.020 and 15.44.050)	
• Base Fee for All Permits	\$90
• Electrical Fixtures-outlets, receptacles and switches	\$ 1.40
• Motors over 0.5 hp, per motor	\$30
• New Service or Modifications to Existing Service Entrance Equipment [Note: Permit fees are waived if modifications result from Water & Electric Department's scheduled undergrounding program.]	\$70
• Temporary Service, per service – For All Permits, including Major Permits	
• Overhead	\$ 450
• Underground (excavation not included)	\$ 740

SCHEDULE OF BUILDING, ZONING AND CONSTRUCTION ACTIVITY FEES

PLUMBING AND MECHANICAL (HVAC) PERMITS (Sec. 15.32.020 and 15.44.050)

Plumbing – For permits other than Major Permits

- Base Fee for All Plumbing Permits (includes 5 fixtures) \$ 90
- Plumbing Fixtures (beginning with the sixth fixture), per fixture \$ 13
- Process Piping for Heating System, per unit \$ 130

HVAC– For permits other than Major Permits

[Note: Exterior installations require zoning approval.]

- Base Fee for all HVAC Permits \$ 100
- For replacement of duct work only, per unit \$60
- For totally new system, per unit \$120
- For each roof-top unit, new or replacement \$130
- For each new or replacement AC unit, if total capacity on the property is 8 tons or more. \$ 130
- For minor heating/cooling/ventilation system items, per unit. \$ 35

Irrigation

- Base Fee \$ 105
- Per Sprinkler Head \$ 1.20

SCHEDULE OF BUILDING, ZONING AND CONSTRUCTION ACTIVITY FEES

MISCELLANEOUS FEES

Construction & Demolition Debris (Sec. 15.54.080)	\$ 325
Development Agreement — Base Fee (Sec. 15.32.080(K))	\$1,500
[Note: Base Fee includes standard staff review time and 3 hours of Village Attorney time.]	
Development Agreement — Supplemental Fee (Sec.15.32.080(K))	Variable,
All Village costs in excess of those included in the Base Fee shall be based upon the actual time spent by the Village, plus costs incurred, and shall be incorporated into the Development Agreement.	based on Staff time
Partial Permits (Sec. 15.32.110)	\$ 200
Permit Renewal (Sec. 15.32.200)	50% of total original building permit fee
Stop Work Order (Sec. 15.04.100)	
• 1 st Stop Work Order	\$ 325
• 2 nd Stop Work Order	\$ 650
• 3 rd Stop work Order	\$ 975
Temporary Certificate of Occupancy (Sec. 15.36.010)	\$ 350
Village Attorney Services (Sec. 5.66.040)	\$400 per hour,
For non-standard services related to post-approval implementation or amendment of development agreements, subdivisions and planned developments	½ hour increments

PETITION FILING FEES

Administrative Appeals

• Building Code Appeals (Sec. 15.72.010)	\$ 450
• Zoning Appeals (Sec. 17.72.010)	\$ 575
• Appeal of Landmark Preservation Commission Maximum Building Size Bonus Determination (Sec. 15.52.060 & 15.53.030)	\$250
• Appeal of Landmark Preservation Demolition Delay Determination Appeals (Sec. 15.52.070)	\$250

Certificate of Appropriateness of Design (Sec. 15.40.010)

• For each new primary structure or addition thereto	\$ 575
• For each existing structure	\$ 135
• For each application for signs, canopies, or awnings	\$ 70

Driveway Variation (Sec. 12.12.010 and 15.44.040)	\$ 275
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Flood Plain Variation (Sec. 15.68.100)	\$ 800
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SCHEDULE OF BUILDING, ZONING AND CONSTRUCTION ACTIVITY FEES

Sign Variation (Sec. 15.60.250)	\$ 275
Historic Maximum Building Size Fees	
• Preliminary Property History Study Preparation Fee (Sec 15.53.020)	\$550
• Maximum Building Size Bonus Application Fee (Sec 15.53.020)	\$300
• Alteration or Addition Administrative Review Escrow (Sec.15.52.090 & 15.53.050)	\$1,500
[Note: Escrow fees must be submitted with applications. The Village's costs for an analysis prepared by an architectural historian, historic architect, or other similarly qualified professional will be deducted from the escrow fees. Escrow balances will be retained by the Village until the Director or Village Council, determine whether proposed alterations to the exterior or additions to a building would destroy the nature of a building's Critical Exterior Historical or Architectural Features and all third-party costs are paid by the Village. Additional funds may be required if insufficient to cover the Village's third-party costs.]	
Special Use Permit (Sec. 17.56.010)	\$ 1,200
Subdivision or Consolidation of Land – Base Fee (Sec. 16.04.040)	\$ 1,200
[Note: Base Fee includes standard staff review time and 3 hours of Village Attorney time.]	
Subdivision of Land – Supplemental Fee (Sec. 15.32.080(K))	Variable,
All Village costs in excess of those included in the Base Fee shall be based upon the actual time spent by the Village, plus costs incurred. For projects requiring a Development Agreement, the supplemental fee shall be incorporated into the Development Agreement.	
	based on Staff time
Zoning Map Amendment (Sec. 17.72.040)	\$ 2,500
Zoning Planned Development (Chapter 17.58)	\$ 1,200
Zoning Text Amendment (Sec. 17.72.040)	\$ 1000
Zoning Variation by Zoning Administrator (Minor Variation) (Sec. 17.60.015)	\$ 325
Zoning Variation by Zoning Board of Appeals (Standard Variation) (Sec. 17.60.020)	\$ 525
Zoning Variation by Ordinance (Major Variation)(Sec. 17.60.030)	\$ 1,000
STREETS, SIDEWALKS, DRIVEWAYS AND OTHER IMPERMEABLE SURFACES (Sec. 12.04.110)	
Driveway curb cut, new or enlarged (Sec. 12.12.010)	\$200
[Note: Includes right-of-way excavation fee.]	

SCHEDULE OF BUILDING, ZONING AND CONSTRUCTION ACTIVITY FEES

Right-of-way Excavation and/or Occupation, per excavation/occupation (Sec. 12.16.010 and 12.20.010)	\$ 200
Sewer, per sewer line type (Sec. 15.24.090)	\$150
Impermeable Surfaces (including driveways, sidewalks, patios, etc.) (For permits other than Major Permits)(Sec. 12.08.010)	\$75
Street Replacement (Sec. 12.04.20) • Noncompliance fee	\$5,000

[Remainder of this page intentionally left blank.]

SECTION 9: DETERMINATION OF CONSTRUCTION COSTS. In setting any fee based on the cost of construction, the Director of Community Development may use any of the following methods:

A. An estimate or contract in accordance with Section 15 of the Illinois Home Repair and Remodeling Act, 815 ILCS 513/15 furnished to the Director by the applicant for the permit;

B. A certification of the cost of construction from a licensed architect or a registered structural or professional engineer;

C. An affidavit from the owner or the owner's agent setting forth the estimated cost of the proposed work; or

D. A calculation to be made by the Director of Community Development, based on the most current edition of the RS Means Square Foot Costs Book.

E. A calculation, made by the Community Development Director, based on the most recent ICC Building Valuation Data; or

F. A calculation, made by the Community Development Director, based on an average of similar projects submitted within the last 12 months.

SECTION 10: FEE FOR RETURNED PAYMENTS. A fee of \$30.00 shall be charged for any payment of fees charged pursuant to this Resolution that is returned to the Village for any reason (excluding building permits), including, but not limited to, insufficient funds, account closed, or referred to maker.

SECTION 11: FEE FOR RETURNED BUILDING PERMIT PAYMENTS. A fee in the amount of \$150.00 or 5% of the building permit fee, whichever is greater, shall be charged for any payment that is returned to the Village for any reason, including, but not limited to, insufficient funds, account closed, or referred to maker.

SECTION 12: REPEALER. Resolution R-85-2024 shall be, and is hereby, repealed and shall no longer be in force and effect from and after the passage of this Resolution and approval according to law.

SECTION 13: EFFECTIVE DATE. This Resolution shall be in full force and effect from and after its passage and approval according to law, but in no event prior to January 1, 2026.

ADOPTED this 2nd day of December 2025, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

Signed:

Village President

Countersigned:

Village Clerk

Introduced: November 18, 2025

Adopted: December 2, 2025



Village of WINNETKA, IL

Agenda Item Executive Summary

TITLE: Ordinance No. M-15-2025: Levying Taxes for the Year 2025 (Adoption)

PRESENTER: Tim Sloth

AGENDA DATE: December 2, 2025

CONSENT: Yes

ITEM TYPE: Ordinances and Resolutions

ITEM HISTORY:

The Council has reviewed the proposed 2026 calendar year budget and the funding provided by property taxes to balance the budget. The proposed 2025 property tax levy will generate \$16,682,135 for village operations, an increase of \$383,138 or 2.35% from the prior year. The proposed increase in the tax levy is due to two factors:

- Capturing the impact of new development throughout the Village: .88%.
- Inflationary adjustment: 1.45%.

EXECUTIVE SUMMARY:

The 2025 property tax levy sets the amount of revenue to be raised from property taxes to fund Village operations. In Illinois, property taxes are paid a year in arrears. This means that the amount of money requested for the 2025 property tax levy will be received by the Village in calendar 2026.

RECOMMENDATION:

Consider adoption of Ordinance No. M-15-2025, an Ordinance Levying Taxes for the Year 2025.

ATTACHMENTS:

1. Ordinance No. M-15-2025: Levying Taxes for the Year 2025
2. Schedule of Property Tax Levy Calculations

ATTACHMENT 1

ORDINANCE NO. M-15-2025

AN ORDINANCE LEVYING TAXES FOR THE YEAR 2025

WHEREAS, the Village of Winnetka (“Village”) is a home rule municipality in accordance with Article VII, Section 6 of the Constitution of the State of Illinois of 1970 and, pursuant thereto, has the authority, except as limited by said Section 6 of Article VII, to exercise any power and perform any function pertaining to the government and affairs of the Village, including the power to tax; and

WHEREAS, on December 3, 2024, the Council of the Village of Winnetka (“Village Council”) adopted Resolution No. R-83-2024, which budgeted \$42,820,192 to meet the expenses and liabilities of the Village for general corporate purposes and retirement fund contributions for the fiscal year beginning January 1, 2025, and ending December 31, 2025; and

WHEREAS, pursuant to page 431 of the budget approved on December 3, 2024, the Village Council has made its preliminary estimate of the 2025 levy, estimating that it is necessary to raise Seventeen Million Thirty-Two Thousand Four Hundred Fifty-Two Dollars (\$17,032,452) by taxation of taxable property within the Village for general corporate purposes and for retirement fund contributions for the fiscal year beginning January 1, 2025, and ending December 31, 2025; and

WHEREAS, at its November 18, 2025 meeting, the Village Council, upon evaluation of the proposed fiscal year 2025 annual budget, directed the staff to present a 2025 property tax levy for consideration at the December 2, 2025, Village Council meeting, said property tax levy to be in the amount of Sixteen Million Six Hundred Eighty-Two Thousand One Hundred Thirty-Five Dollars (\$16,682,135), Three Hundred Fifty Thousand Three Hundred Seventeen Dollars (\$350,317) less than was estimated to be necessary to be raised by taxation of taxable property within the Village for general corporate purposes and for retirement fund contributions for the fiscal year beginning January 1, 2025, and ending December 31, 2025; and

NOW, THEREFORE, be it ordained by the President and Board of Trustees of the Village of Winnetka, as follows:

SECTION 1: That the foregoing recitals are hereby adopted as the findings of the Council of the Village of Winnetka, as fully set forth herein.

SECTION 2: That in order to meet the expenses and liabilities of the Village of Winnetka for the fiscal year beginning January 1, 2025, and ending December 31, 2025, for general corporate purposes and for retirement fund contributions, there is hereby levied upon all of the taxable property within the corporate limits of the Village of Winnetka subject to taxation for the current year, as assessed and equalized for the year 2025, the sum of Sixteen Million Six Hundred Eighty-Two Thousand One Hundred Thirty-Five Dollars (\$16,682,135), which is to be collected from the levy of the Village of Winnetka for the year 2025 for all purposes heretofore budgeted.

2025 TAX LEVY SUMMARY

General Fund	Amount Budgeted	Amount To Be Raised By Tax Levy
For General Corporate Purposes		
Administration	\$ 4,464,681	\$ 1,976,005
Police	\$ 8,893,824	\$ 3,935,464
Fire	\$ 6,909,570	\$ 3,057,446
Community Development	\$ 2,325,283	\$ 1,028,924
Public Works / Engineering	\$ 5,378,656	\$ 2,380,023
Capital Expenses	\$ 3,540,000	\$ 1,566,177
General Fund Transfers	\$ 5,136,350	\$ -
Totals for General Fund	\$ 36,648,364	\$ 13,944,039
For Retirement Fund Contributions		
For Police Pension Fund	\$ 3,048,258	\$ 1,145,926
For Fire Pension Fund	\$ 3,123,570	\$ 1,592,170
Totals for Retirement Fund Contributions	\$ 6,171,828	\$ 2,738,096
Total Amount Budgeted	\$ 42,820,192	
Total Amount of Levy		\$ 16,682,135

SECTION 3: That there is hereby certified to the County Clerk of Cook County, Illinois, the several sums above, constituting said total amount, and the total amount of Sixteen Million Six Hundred Eighty-Two Thousand One Hundred Thirty-Five Dollars (\$16,682,135), which is the total amount the Village of Winnetka requires to be raised by taxation for the current fiscal year of the Village, and that, on or before the time required by law, the Village Clerk shall file a certified copy of this Ordinance with the County Clerk of Cook County, Illinois, whereupon it shall be the duty of said County Clerk to levy taxes for the year 2025 on all properties subject to taxation within the Village of Winnetka, in accordance with the provisions of this Ordinance.

SECTION 4: This Ordinance is adopted by the Council of the Village of Winnetka in the exercise of its home rule powers pursuant to Section 6 of Article VII of the Illinois Constitution of 1970.

SECTION 5: This Ordinance shall take effect immediately upon its passage, approval and posting as provided by law.

PASSED this 2nd day of December, 2025, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

Signed:

Village President

Countersigned:

Village Clerk

Introduced: November 18, 2025

Adopted: _____

ATTACHMENT 2

Village of Winnetka Schedule of Property Tax Levy Calculations

<u>Tax Levy Category</u>	<u>2024 Actual Tax Levy</u>	<u>2025 Proposed Tax Levy</u>	<u>\$ - Change</u>	<u>% - Change</u>
<u>General Fund:</u>				
Corporate	\$13,602,577	\$13,944,039	\$341,462	2.510%
<u>Other Funds:</u>				
Police Pension	\$1,135,073	\$1,145,926	\$10,853	0.956%
Fire Pension	\$1,561,347	\$1,592,170	\$30,823	1.974%
Total Village-wide Tax Levy	\$16,298,997	\$16,682,135	\$383,138	2.35%
Less: New Development @ 0.88		(\$146,803)	(\$146,803)	-0.88%
Existing Tax Payer Increase	\$16,298,997	\$16,535,332	\$236,335	1.450%

Increase (Decrease) Based on Total Property Tax Bill
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Total Property Taxes Paid 100.00%	Other Taxing Distr. 88.42%	Village 11.58%	1.45% Change / Village
\$10,000	\$8,842	\$1,158	\$17
\$15,000	\$13,263	\$1,737	\$25
\$20,000	\$17,684	\$2,316	\$34
\$25,000	\$22,105	\$2,895	\$42
\$30,000	\$26,526	\$3,474	\$50
\$35,000	\$30,947	\$4,053	\$59
\$40,000	\$35,368	\$4,632	\$67
\$50,000	\$44,210	\$5,790	\$84
\$60,000	\$53,052	\$6,948	\$101

Note: New development is typically calculated based on the new value identified in the Cook County Agency Tax Rate Report. This report has not been updated since last year so new development is estimated based on previous 10-year average of .88%.



Village of WINNETKA, IL

Agenda Item Executive Summary

TITLE: Ordinance No. M-16-2025: Abating the Tax Heretofore Levied for the Year 2025 to Pay the Principal of and Interest on Taxable General Obligation Refunding Bonds, Series 2020, of the Village of Winnetka, Cook County, Illinois (Adoption)

PRESENTER: Tim Sloth

AGENDA DATE: December 2, 2025

CONSENT: Yes

ITEM TYPE: Ordinances and Resolutions

ITEM HISTORY:

The Council has reviewed the proposed 2026 calendar year budget and all funding sources required to balance the budget. It has been determined that sufficient revenue is on hand in the stormwater fund to pay the debt service on the Series 2020 bonds and therefore an additional tax levy for this purpose is not necessary.

EXECUTIVE SUMMARY:

The Village issued General Obligation bonds in the amount of \$9.0 million in 2013 and \$7.5 million in 2014 to fund stormwater improvements. These bonds were refunded and replaced by the Series 2020 bonds (\$12,035,000) with the intention of the Village abating the property tax levy each year on these bonds and paying the principal and interest from stormwater utility fees collected by the Village. There are adequate funds on hand to allow for the abatement of the property tax levy for 2025 related to these General Obligation bond issues, due to Stormwater utility alternate revenues.

RECOMMENDATION:

Consider adoption of Ordinance No. M-16-2025, an Ordinance Abating the Tax Heretofore Levied for the Year 2025 to Pay the Principal of and Interest on Taxable General Obligation Refunding Bonds, Series 2020, of the Village of Winnetka, Cook County, Illinois.

ATTACHMENTS:

1. Ordinance No. M-16-2025: Tax Abatement Ordinance GO Series 2020

**AN ORDINANCE
ABATING THE TAX HERETOFORE LEVIED
FOR THE YEAR 2025
TO PAY THE PRINCIPAL OF AND INTEREST ON
TAXABLE GENERAL OBLIGATION REFUNDING BONDS, SERIES 2020,
OF THE VILLAGE OF WINNETKA, COOK COUNTY, ILLINOIS**

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, pursuant thereto, has the authority, except as limited by said Section 6 of Article VII, to exercise any power and perform any function pertaining to the government and affairs of the Village, including the power to tax; and

WHEREAS, the Council of the Village, consisting of the President and Board of Trustees (the “Council”), by Ordinance Number M-16-2020, adopted on the 13th day of October, 2020 (the “Ordinance”), did provide for the issue of \$12,035,000 Taxable General Obligation Refunding Bonds, Series 2020 (the “Bonds”), and for the levy and collection of a direct annual tax sufficient to pay the principal of and interest on the Bonds; and

WHEREAS, the Village has deposited sufficient funds in the bond fund established by the Ordinance to pay the principal of and interest on the Bonds up to and including December 15, 2026; and

WHEREAS, it is necessary and in the best interests of the Village that the tax heretofore levied for the year 2025 to pay the principal of and interest on the Bonds be abated in its entirety.

NOW, THEREFORE, be it ordained by the President and Board of Trustees of the Village of Winnetka, as follows:

SECTION 1: Abatement of Tax. The tax heretofore levied for the year 2025 of Seven Hundred Ninety Eight Thousand Seven Hundred Thirty Dollars (\$798,730.00) in the Ordinance to pay the principal and interest on the Bonds is hereby abated in its entirety.

SECTION 2: Filing of Ordinance. Forthwith upon the adoption of this Ordinance, the Village Clerk shall file a certified copy hereof with the County Clerk of the County of Cook, Illinois, and it shall be the duty of said County Clerk to abate said tax levied for the year 2025 in accordance with the provisions hereof.

SECTION 3: **Home Rule.** This Ordinance is adopted by the Council in the exercise of its home rule powers pursuant to Section 6 of Article VII of the Illinois Constitution of 1970.

SECTION 4: **Effective Date.** This Ordinance shall be in full force and effect from and its passage, approval, and posting as provided by law.

PASSED this 2nd day of December, 2025, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

Signed:

Village President

Countersigned:

Village Clerk

Introduced: November 18, 2025

Adopted: _____

December 2, 2025

M-16-2025



Village of WINNETKA, IL

Agenda Item Executive Summary

TITLE: Approval of Village Council Meeting Schedule for 2026

PRESENTER: Kristin Kazenas

AGENDA DATE: December 2, 2025

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

Section 2.04.020(A) of the Village Code requires that the Village Council "shall hold its regular meetings on the first and third Tuesday of each month at (7:00 PM), or as otherwise set forth in the annual meetings notice posted pursuant to the Illinois Open Meetings Act." The Village Council will schedule Committee of the Whole Study Session meetings as needed. The Open Meetings Act requires an annual meeting notice be posted at the beginning of each year.

EXECUTIVE SUMMARY:

The proposed 2026 Village public meeting schedule is attached; additional special meetings may be convened as needed. Additionally, 2026 Village Council Study Sessions are scheduled as needed.

2026 Village Council Regular Meetings

January 6	April 7	July 7	October 6
January 20	April 21	July 21	October 20
February 3	May 5	August 4	November 5 *
February 17	May 19	August 18	November 17
March 3	June 2	September 1	December 1
March 19 *	June 16	September 15	December 15

* March regular meeting rescheduled due to the Primary Election.

* November regular meeting rescheduled due to the General Election.

RECOMMENDATION:

Consider approving the 2026 Village regular meeting schedule for publication.

ATTACHMENTS:

1. Schedule of Regular Meetings for 2026

**VILLAGE OF WINNETKA
OPEN MEETINGS ACT NOTICE
SCHEDULE OF REGULAR MEETINGS FOR 2026**

Pursuant to the provisions of the Illinois Open Meetings Act, notice is hereby given of the Schedule of Regular Meetings of the various public bodies of the Village of Winnetka for the year 2026.

The following boards and commissions meet in the Council Chambers of the Winnetka Village Hall, 510 Green Bay Road, Winnetka, Illinois, at 7:00 p.m., on the dates shown, except as otherwise indicated:

Village Council – Regular Meeting	1 st and 3 rd Tuesday of each month *Except below
Village Council – Study Sessions	Scheduled as needed.
Plan Commission	4 th Wednesday of each month, except: 3 rd Wednesday in November and December
Zoning Board of Appeals	2 nd Monday of each month
Design Review Board/Sign Board of Appeals	3 rd Thursday of each month
Environmental, Forestry, & Sustainability Commission	2 nd Wednesday of each month
Historic Preservation Commission	1 st Monday of each month, except: 3 rd Monday in September
Board of Fire and Police Commissioners	3 rd Thursday of April and October at 5:00 p.m., Village Hall conference room
Planned Development Commission	3 rd Wednesday of each month, except: 3 rd Monday in November and December

¹ The Regular Village Council meeting scheduled on March 17 will be held on March 19 due to the Primary Election.

² The Regular Village Council meeting scheduled on November 3 will be held on November 5 due to the General Election.

³ The Regular Village Council meeting scheduled on September 15 will be held on September 17 due to Yom Kippur.

The **Police Pension Fund** board meets at the Police Department, 410 Green Bay Road, on the 4th Thursday of January, April, July and October at 9:00 AM

The following boards and commissions meet at the Winnetka Fire Department, 428 Green Bay Road, at the dates and times indicated:

Firefighters Pension Fund Board	2 nd Wednesday of February and May, and: 3 rd Tuesday in August and November; and: 3 rd Wednesday in November at 3:00 PM
Foreign Fire Insurance Board	3 rd Monday of January, March, May, July, September, and November at 7:30 AM

Agendas: Agendas can be found on the Village of Winnetka website, villageofwinnetka.org, or at Village Hall on the first floor public bulletin board.

The Village of Winnetka, in compliance with the Americans with Disabilities Act, requests that persons with disabilities who require certain accommodations or have questions about the accessibility of the meeting or facilities, contact the Village ADA Coordinator, the Deputy Village Manager, at 510 Green Bay Road, Winnetka, Illinois 60093 (telephone: 847-716-3543; T.D.D.: 847-501-6041).



Village of WINNETKA, IL

Agenda Item Executive Summary

TITLE: Green Bay Road Streetscape Presentation & Policy Direction

PRESENTER: Scott Mangum, James Bernahl

AGENDA DATE: December 2, 2025

CONSENT: No

ITEM TYPE: Presentation

ITEM HISTORY:

On August 1, 2023, the Village Council approved Resolution R-74-2023 Approving a Reimbursement to the Village of Kenilworth for Design Services for the Green Bay Road Streetscape Concept Plan. The Resolution authorized the spending of \$32,760 for professional services, in partnership with the Village of Kenilworth to prepare a streetscape concept plan for Green Bay Road between Kenilworth Avenue in Kenilworth and Winnetka Avenue in Winnetka. Kenilworth has taken the lead and project management responsibilities for the project as most of the project is within its borders.

EXECUTIVE SUMMARY:

On Tuesday, December 2, 2025, the Village Council is scheduled to hear a presentation from the project design/engineering firm, the Ciorba Group, updating the Village Council on the advancement of the joint Streetscape Concepts with Kenilworth. Ciorba provided an update to the Kenilworth Village Board on November 17, 2025.

The purpose of the study was to explore the feasibility and desirability of roadway and streetscape enhancement. The analysis serves as the foundation for a Phase 1 Engineering report which would be the required next step should the communities wish to proceed with any roadway work. This is due to the fact that the roadway is owned and maintained by the Illinois Department of Transportation.



Village of WINNETKA, IL

Agenda Item Executive Summary

TITLE: Ordinance No. M-18-2025: Granting a Special Use Permit for the Operation of a Medical Office Within the C-2 Commercial Overlay District of the Village (730 Elm Street, Suite 130) (Introduction/Adoption)

PRESENTER: Scott Mangum

AGENDA DATE: December 2, 2025

CONSENT: No

ITEM TYPE: Ordinances and Resolutions

ITEM HISTORY:

None

EXECUTIVE SUMMARY:

INTRODUCTION

On December 2, 2025, the Village Council is scheduled to consider Ordinance No. M-18-2025, An Ordinance Granting a Special Use Permit for the Operation of a Medical Office Within the C-2 Commercial Overlay District at 730 Elm Street, Suite 130. The Ordinance is in response to an application submitted by Paul Phelps, on behalf of Winnetka Aesthetic Studio (the "Applicant"), as the prospective lessee of the property located at 730 Elm Street, Suite 130 (the "Subject Property") (**Attachment 1**). The Applicant is seeking approval of a special use permit to operate a medical office on the Subject Property within the Commercial Overlay District.

If approved, the Applicant would open a Winnetka location in the One Winnetka building for an existing oculofacial cosmetic surgery practice currently located in Chicago. The medical practice currently provides services in the Perspective Eyes optometrist office located at 548 Chestnut Street, but is seeking a permanent location for its operations. The proposed medical office would occupy approximately 1,800 square feet towards the center of the One Winnetka commercial space. The space is recessed approximately 15 feet from the frontage along Elm Street and is accessed through an entrance vestibule that provides public access to the proposed medical office and two neighboring tenant spaces. Hence, the Applicant's proposed location does not have street frontage.

ADVISORY BOARD/COMMISSION REVIEW

The Plan Commission (PC) considered the request on October 22, 2025. **Attachment 2** contains the staff report to the Commission and the meeting minutes, which summarize the request. After hearing from staff and the Applicant, and receiving no written or verbal comments from the public, the Commission discussed the request. Commission members found the proposed use to be a good fit

for One Winnetka and commented on the fact the space the Applicant would occupy would not have street frontage. Ultimately, by a vote of 7-0, the Commission recommended approval of the request.

RECOMMENDATION:

Given the Plan Commission recommendation of approval was unanimous, the Council may wish to (a) consider waiving introduction of Ordinance No. M-18-2025 and consider adoption of the Ordinance, OR (b) consider only introduction of Ordinance No. M-18-2025.

ATTACHMENTS:

1. Ordinance No. M-18-2025: Granting a Special Use Permit for the Operation of a Medical Office in the C-Commercial Overlay District (730 Elm)
2. October 22, 2025, PC Meeting Staff Report and Meeting Minutes Excerpt

ORDINANCE NO. M-18-2025

AN ORDINANCE GRANTING A SPECIAL USE PERMIT
FOR THE OPERATION OF A MEDICAL OFFICE WITHIN
THE C-2 COMMERCIAL OVERLAY DISTRICT OF THE VILLAGE
(730 Elm Street, Suite 130)

WHEREAS, Paul Phelps, on behalf of Winnetka Aesthetic Studio ("*Applicant*"), is the prospective lessee of the property commonly known as 730 Elm Street, Suite 130, Winnetka, Illinois, and legally described in **Exhibit A** attached to and, by this reference, made a part of this Ordinance ("*Subject Property*"); and

WHEREAS, MDG Winnetka One, LP, is the record title owner of the Subject Property ("*Owner*"); and

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

WHEREAS, Applicant desires to operate a medical office ("*Medical Office*") at the Subject Property; and

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

WHEREAS, as part of the approval of the One Winnetka Development, and pursuant to Ordinance M-01-2025 ("*One Winnetka Ordinance*"), the Village Council previous found, subject to the conditions, restrictions, and provisions set forth in Sections 8 through 14 of the One Winnetka Ordinance, that a Medical Office, satisfies the standards set forth in Section 17.56.120(A)(1), (2), and (3), and Section 17.44.020(B)(2)(b)(i) and (iii) of the Zoning Ordinance; and

WHEREAS, on September 24, 2025, Applicant filed an application for a special use permit to operate a Medical Office at the Subject Property ("*Special Use Permit*"); and

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

WHEREAS, on October 22, 2025, after due notice thereof, the Plan Commission conducted a public hearing on the proposed Special Use Permit and, by a vote of seven in favor and zero opposed, recommended that the Village Council approve the Special Use Permit; and

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

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

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

SECTION 2: SPECIAL USE PERMIT. Subject to, and contingent upon, the terms and conditions set forth in Sections 8 through 14 of the One Winnetka Ordinance, and Section 3 of this Ordinance, the Special Use Permit is hereby granted, pursuant to Chapter 17.56 and Section 17.44.020.B of the Zoning Ordinance and the home rule powers of the Village, to allow the operation of the Medical Office by Applicant at the Subject Property within the C-2 Commercial Overlay District.

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

- A. **Compliance with Regulations.** The development, use, and maintenance of the Subject Property must comply at all times with all applicable Village codes and ordinances, as they have been or may be amended over time, including, without limitation the One Winnetka Ordinance.
- B. **Reimbursement of Village Costs.** In addition to any other costs, payments, fees, charges, contributions, or dedications required under applicable Village codes, ordinances, resolutions, rules, or regulations, Applicant must pay to the Village, promptly upon presentation of a written demand or demands therefor, of all fees, costs, and expenses incurred or accrued in connection with the review, negotiation, preparation, consideration, and review of this Ordinance. Payment of all such fees, costs, and expenses for which demand has been made shall be made by a certified or cashier's check. Further, Applicant must pay upon demand all costs incurred by the Village for publications and recordings required in connection with the aforesaid matters.
- C. **Compliance with Plans.** The development, use, and maintenance of the Medical Office at the Subject Property must be in strict accordance with the Floor Plans submitted by Applicant, consisting of one sheet, a copy of which is attached to and, by this reference, made a part of this Ordinance as **Exhibit B**, except for minor changes and site work approved by the Director of Community Development or the Director of Engineering (within their respective permitting authority) in accordance with all applicable Village codes, ordinances, and standards.
- D. **Commencement of Construction.** Applicant must commence the construction of the proposed improvements for the Medical Office no later than 18 months after the effective date of this Ordinance.

SECTION 4: RECORDATION; BINDING EFFECT. A copy of this Ordinance will be recorded with the Cook County Clerk Recording Division. This Ordinance and the privileges,

obligations, and provisions contained herein inure solely to the benefit of, and are binding upon, Applicant, Owner, and each of their heirs, representatives, successors, and assigns.

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

SECTION 6: AMENDMENT OF SPECIAL USE PERMIT. Any amendments to the Special Use Permit granted in Section 2 of this Ordinance that may be requested by Applicant after the effective date of this Ordinance may be granted only pursuant to the procedures, and subject to the standards and limitations, provided in the Zoning Ordinance.

SECTION 7: NON-TRANSFERABILITY. Nothing in this Ordinance will be deemed to allow this Ordinance or the Special Use Permit to be transferred to any person or entity other than Applicant without a new application for approval.

SECTION 8: EFFECTIVE DATE.

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

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

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

PASSED this ____ day of _____, 2025, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this ____ day of _____, 2025.

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 _____,
2025.

Introduced: _____, 2025

Passed and Approved: _____, 2025

EXHIBIT A

LEGAL DESCRIPTION OF SUBJECT PROPERTY

PARCEL 1: THE EAST 106 FEET OF THE WEST 109 FEET OF THE NORTH 251 FEET OF BLOCK 24 OF WINNETKA, BEING A SUBDIVISION OF THE NORTHEAST QUARTER OF SECTION 20 AND THE NORTH HALF OF FRACTIONAL SECTION 21, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT HEREFROM THE NORTH 40 FEET TAKEN FOR ELM STREET) ALSO (EXCEPT THAT PART THEREOF DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON WEST LINE OF SAID EAST 106 FEET AT A DISTANCE OF 85 FEET SOUTH OF SOUTH LINE OF ELM STREET THENCE EAST PARALLEL WITH SOUTH LINE OF ELM STREET 10 FEET THENCE SOUTH PARALLEL WITH THE WEST LINE OF SAID EAST 106 FEET A DISTANCE OF 45.84 FEET TO THE NORTH WALL OF A ONE STORY BRICK BUILDING; THENCE WEST ALONG NORTH WALL OF SAID BRICK BUILDING 10 FEET TO WEST LINE OF SAID EAST 106 FEET; THENCE NORTH ALONG THE WEST LINE OF SAID EAST 106 FEET A DISTANCE OF 46 FEET TO PLACE OF BEGINNING) ALSO (EXCEPT THAT PART THEREOF DESCRIBED AS FOLLOWS: BEGINNING AT SOUTHWEST CORNER OF THE ABOVE DESCRIBED PROPERTY AND RUNNING THENCE NORTH ALONG WEST LINE THEREOF 46.35 FEET TO INTERSECTION WITH A CURVED LINE OF 1163 FOOT RADIUS CONVEX NORTHEASTERLY; THENCE SOUTHEASTERLY ALONG SAID CURVED LINE OF 1163 FOOT RADIUS, 25.88 FEET, AS MEASURED ALONG THE CHORD TO A POINT OF REVERSE CURVE; THENCE SOUTHERLY ALONG A CURVED LINE OF 1087 FEET RADIUS CONVEX SOUTHWESTERLY 25.69 FEET MEASURED ALONG THE CHORD TO A POINT IN SOUTH LINE OF AFORESAID EAST 106 FEET OF WEST 109 FEET OF THE NORTH 251 FEET OF BLOCK 24 WINNETKA, 22.26 FEET EAST OF THE SOUTHWEST CORNER THEREOF AND THENCE WEST ALONG SAID SOUTH LINE 22.26 FEET TO PLACE OF BEGINNING) ALSO, THE EAST 54 FEET OF THE WEST 163 FEET OF THE NORTH 211 FEET OF THAT PART OF BLOCK 24 OF CHARLES E. PECK'S SUBDIVISION LYING SOUTH OF THE SOUTH LINE OF ELM STREET IN WINNETKA IN FRACTIONAL SECTION 21, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

PARCEL 2: THAT PART OF LOT 1 IN PROUTY HOMESTEAD SUBDIVISION OF ALL OF BLOCKS 24 AND 25, LYING NORTHEASTERLY OF THE RIGHT OF WAY OF THE CHICAGO AND MILWAUKEE ELECTRIC RAILROAD, EXCEPT THE NORTH 211.00 FEET OF SAID BLOCK 24, ALSO THE WEST 3.00 FEET OF THE NORTH 211.00 FEET OF SAID BLOCK 24, ALL IN WINNETKA, A SUBDIVISION BY CHARLES E. PECK OF THE NORTHEAST 1/4 OF SECTION 20, AND THE FRACTIONAL NORTH 1/2 OF FRACTIONAL SECTION 21, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING IN THE NORTH LINE OF SAID LOT, 197.85 FEET EAST OF THE NORTHWEST CORNER THEREOF; THENCE EAST ALONG SAID NORTH LINE 10.00 FEET TO THE NORTHEAST CORNER OF SAID LOT; THENCE SOUTH ALONG THE EAST LINE OF SAID LOT TO A POINT 46.35 FEET NORTH OF THE SOUTH LINE OF THE NORTH 211.00 FEET OF BLOCK 24 AFORESAID; THENCE NORTHWESTERLY ALONG A CURVED LINE CONVEX TO THE NORTHEAST, WITH A RADIUS OF 1163.00 FEET, 105.94 FEET TO THE INTERSECTION OF SAID CURVED LINE, WITH A LINE DRAWN 72.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID LOT AT A POINT 51.15 FEET WEST OF THE EAST LINE OF SAID LOT; THENCE EAST ALONG SAID PARALLEL LINE, 41.15 FEET; THENCE NORTH PARALLEL WITH SAID EAST LINE TO THE PLACE OF BEGINNING, IN THE VILLAGE OF WINNETKA, IN COOK COUNTY, ILLINOIS;

PARCEL 3: THAT PART OF THE EAST 106.00 FEET OF THE WEST 109.00 FEET OF THE NORTH 251.00 FEET (EXCEPT THE NORTH 40.00 FEET TAKEN FOR ELM STREET) OF BLOCK 24 IN WINNETKA, BEING A SUBDIVISION OF THE NORTHEAST 1/4 OF SECTION 20 AND THE NORTH 1/2 OF FRACTIONAL SECTION 21, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE WEST LINE OF SAID EAST 106.00 FEET AT A DISTANCE OF 85.00 FEET SOUTH OF THE SOUTH LINE OF ELM STREET; THENCE EAST PARALLEL WITH THE SOUTH LINE OF ELM STREET, 10.00 FEET; THENCE SOUTH PARALLEL WITH THE WEST LINE OF SAID EAST 106.00 FEET, A DISTANCE OF 45.84 FEET TO A POINT; THENCE WEST 10.00 FEET TO THE WEST LINE OF SAID EAST 106.00 FEET; THENCE NORTH ALONG THE WEST LINE OF SAID EAST 106.00 FEET, A DISTANCE OF 46.00 FEET TO THE PLACE OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS;

PARCEL 4: THE EAST 55.4 FEET OF THE WEST 218.4 FEET OF THE NORTH 211 FEET OF THAT PART OF BLOCK 24 LYING SOUTH OF ELM STREET IN THE VILLAGE OF WINNETKA IN SECTION 20 AND SECTION 21, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

PARCEL 5: THAT PART OF LOT 1 IN PROUTY HOMESTEAD SUBDIVISION OF ALL OF BLOCKS 24 AND 25 LYING NORTHEASTERLY OF THE RIGHT OF WAY OF THE CHICAGO AND MILWAUKEE ELECTRIC RAILROAD (EXCEPT THE NORTH 211 FEET OF SAID BLOCK 24) ALSO THE WEST 3 FEET OF THE NORTH 211 FEET OF SAID LOT 24, ALL IN WINNETKA, A SUBDIVISION BY CHARLES E. PECK OF THE NORTHEAST 1/4 OF SECTION 20, AND THE FRACTIONAL NORTH 1/2 OF FRACTIONAL SECTION 21, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE NORTH LINE OF SAID LOT 1, 153.5 FEET EAST OF THE NORTHWEST CORNER OF SAID LOT 1, THENCE EAST ALONG THE NORTH LINE OF SAID LOT 1, 44.3 FEET, THENCE SOUTH PARALLEL WITH THE EAST LINE OF SAID LOT 1, 72 FEET, THENCE WEST PARALLEL WITH THE NORTH LINE OF SAID LOT 41.15 FEET TO THE INTERSECTION OF A CURVED LINE CONVEX NORTHEASTERLY WITH A RADIUS OF 1,163 FEET, THENCE NORTHWESTERLY ALONG SAID CURVED LINE 6.12 FEET AS MEASURED ALONG THE CHORD TO ITS INTERSECTION WITH A LINE DRAWN PARALLEL WITH THE EAST LINE OF SAID LOT FROM A POINT IN THE NORTH LINE OF SAID LOT 153.5 FEET EAST OF NORTHWEST CORNER THEREOF, THENCE NORTH ALONG SAID PARALLEL LINE TO THE PLACE OF BEGINNING IN COOK COUNTY, ILLINOIS;

PARCEL 6: LOT 1 IN PROUTY HOMESTEAD SUBDIVISION OF ALL OF BLOCKS 24 AND 25, LYING NORTHEASTERLY OF THE RIGHT OF WAY OF THE CHICAGO AND MILWAUKEE ELECTRIC RAILROAD, EXCEPT THE NORTH 211 FEET OF SAID BLOCK 24 ALSO THE WEST 3 FEET OF THE NORTH 211 FEET OF SAID BLOCK 24, ALL IN WINNETKA, A SUBDIVISION BY CHARLES E. PECK OF THE NORTHEAST 1/4 OF SECTION 20, AND THE FRACTIONAL NORTH 1/2 OF FRACTIONAL SECTION 21, ALL IN TOWNSHIP 42 N, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THAT PART OF SAID LOT 1 DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE NORTH LINE OF SAID LOT 1, 153.5 FEET EAST OF THE NORTHWEST CORNER OF SAID LOT 1, THENCE EAST ALONG THE NORTH LINE OF SAID LOT 1, 44.35 FEET, THENCE SOUTH PARALLEL WITH THE EAST LINE OF SAID LOT 1, 72 FEET, THENCE WEST PARALLEL, WITH THE NORTH LINE OF SAID LOT 1, 44.35 FEET, THENCE NORTH 72 FEET MORE OR LESS TO THE POINT OF BEGINNING; AND ALSO EXCEPT THAT PART OF SAID LOT 1 LYING SOUTHWESTERLY OF A LINE DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE NORTH LINE OF SAID LOT 1, BEING THE SOUTH LINE OF ELM STREET, 110.79 FEET EAST OF THE NORTHWEST CORNER OF SAID LOT 1 AND

RUNNING THENCE SOUTHEASTERLY PARALLEL WITH AND 93 FEET NORTHEASTERLY OF AS MEASURED AT RIGHT ANGLES TO THE SOUTHWESTERLY LINE OF SAID LOT 1, 62.41 FEET TO A POINT OF CURVE, THENCE SOUTHEASTERLY ALONG A CURVED LINE CONVEX NORTHEASTERLY AND HAVING A RADIUS OF 1163 FEET, 17.1 FEET AS MEASURED ALONG THE CHORD OF SAID CURVE TO A POINT IN A LINE DRAWN PARALLEL WITH THE EAST LINE OF SAID LOT 1 FROM A POINT IN THE NORTH LINE OF SAID LOT 1, 153.5 FEET EAST OF THE NORTHWEST CORNER OF SAID LOT 1, THENCE SOUTH ALONG SAID PARALLEL LINE, 5.20 FEET TO A POINT 72 FEET SOUTH OF THE NORTH LINE OF SAID LOT 1, THENCE EAST PARALLEL WITH THE NORTH LINE OF SAID LOT 1, 3.20 FEET TO A POINT OF INTERSECTION WITH THE PROLONGATION OF A CURVED LINE OF 1163 FEET RADIUS HEREINBEFORE DESCRIBED, THENCE SOUTHEASTERLY ALONG SAID CURVED LINE 105.94 FEET AS MEASURED ALONG THE CHORD TO A POINT IN THE EAST LINE OF SAID LOT 1, 46.35 FEET NORTH OF THE SOUTH LINE OF THE NORTH 211 FEET OF BLOCK 24; AND ALSO EXCEPT THAT PART OF LOT 1 DESCRIBED AS FOLLOWS: BEGINNING IN THE NORTH LINE OF SAID LOT 1, 197.85 FEET EAST OF THE NORTHWEST CORNER THEREOF; THENCE EAST ALONG SAID NORTH LINE 10 FEET TO THE NORTHEAST CORNER OF SAID LOT 1; THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 1 TO A POINT 46.35 FEET NORTH OF THE SOUTH LINE OF THE NORTH 211 FEET OF BLOCK 24 AFORESAID; THENCE NORTHWESTERLY ALONG A CURVED LINE CONVEX TO THE NORTHEAST WITH A RADIUS OF 1163 FEET, 105.94 FEET TO THE INTERSECTION OF SAID CURVED LINE WITH A LINE DRAWN 72 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID LOT 1 AT A POINT 51.15 FEET WEST OF THE EAST LINE OF SAID LOT 1; THENCE EAST ALONG SAID PARALLEL LINE 41.15 FEET; THENCE NORTH PARALLEL WITH SAID EAST LINE TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Commonly known as 730 Elm Street, Suite 130, Winnetka, Illinois.

PINs:

05-20-213-004-0000

05-20-213-005-0000

05-20-213-006-0000

05-21-109-003-0000

05-21-109-012-0000

05-21-109-017-0000

EXHIBIT B
FLOOR PLANS

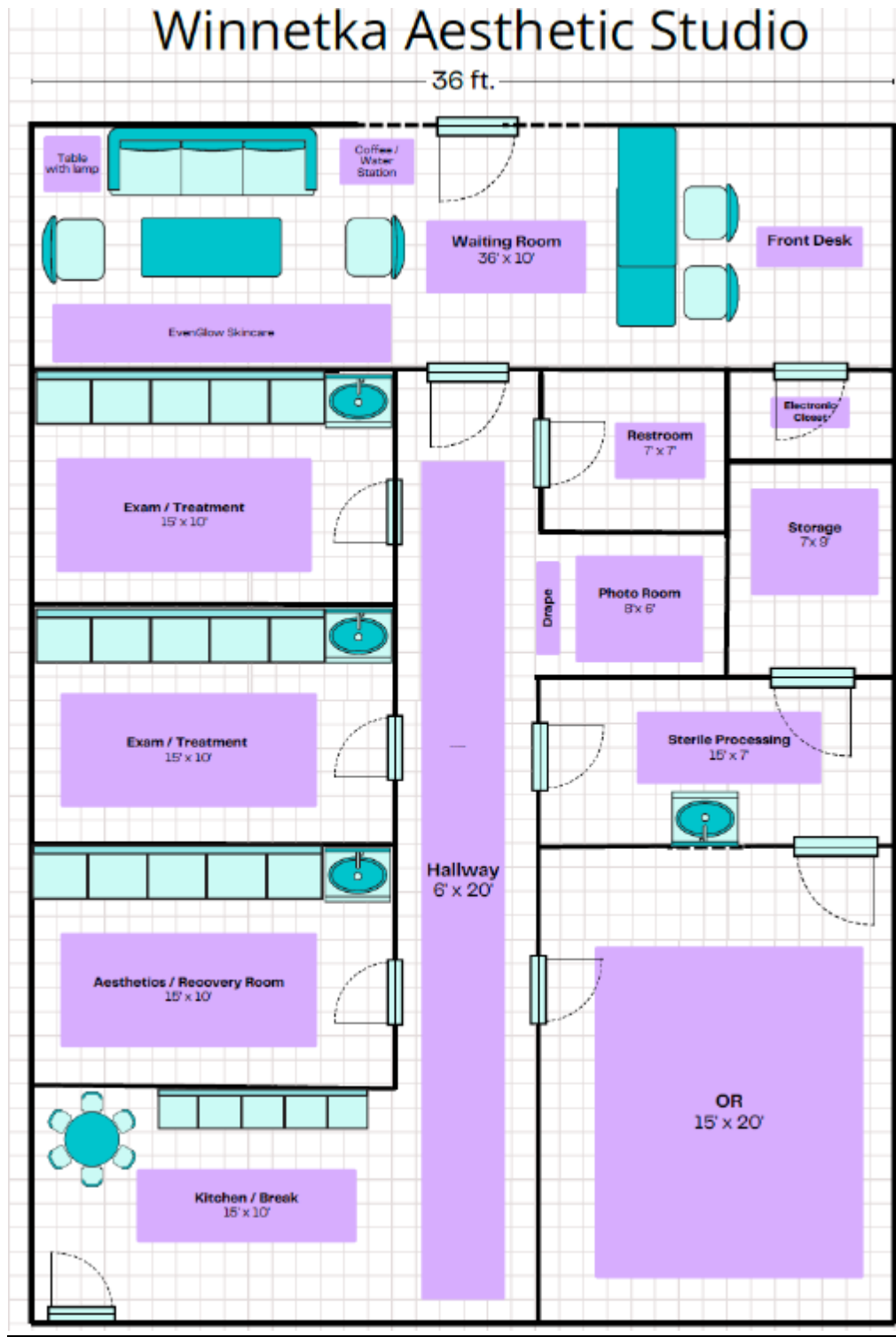


EXHIBIT C
UNCONDITIONAL AGREEMENT AND CONSENT

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

WHEREAS, Paul Phelps, on behalf of Winnetka Aesthetic Studio ("**Applicant**"), is the prospective lessee of the property commonly known as 730 Elm Street, Suite 130, Winnetka, Illinois, and legally described in **Exhibit A** attached to and, by this reference, made a part of this Ordinance ("**Subject Property**"); and

WHEREAS, MDG Winnetka One, LP, is the record title owner of the Subject Property ("**Owner**"); and

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

WHEREAS, Applicant desires to operate a medical office ("**Medical Office**") at the Subject Property; and

WHEREAS, Ordinance No. M-18-2025, adopted by the Village Council on _____, 2025 ("**Ordinance**"), grants a special use permit to Applicant for the operation of a Medical Office at the Subject Property within the C-2 Commercial Overlay District of the Village; and

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

NOW, THEREFORE, Applicant and Owner do hereby agree and covenant as follows:

1. Applicant and Owner do hereby unconditionally agree to accept, consent to, and abide by each and all of the terms, conditions, limitations, restrictions, and provisions of the Ordinance.

2. Applicant and Owner acknowledge that public notices and hearings have been properly given and held with respect to the adoption of the Ordinance, have considered the possibility of the revocation provided for in the Ordinance, and agree not to challenge any such revocation on the grounds of any procedural infirmity or a denial of any procedural right.

3. Applicant and Owner acknowledge and agree that the Village is not and will not be, in any way, liable for any damages or injuries that may be sustained as a result of the Village's grant of a special use permit for the Subject Property or its adoption of the

Ordinance, and that the Village's approvals do not, and will not, in any way, be deemed to insure Applicant or Owner against damage or injury of any kind and at any time.

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

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

Dated: _____, 2025

ATTEST: **WINNETKA AESTHETIC STUDIO**

By: _____ By: _____

Its: _____ Its: _____

ATTEST: **MDG WINNETKA ONE, LP**

By: _____ By: _____

Its: _____ Its: _____



MEMORANDUM VILLAGE OF WINNETKA

COMMUNITY DEVELOPMENT DEPARTMENT

TO: PLAN COMMISSION
FROM: CHRISTOPHER MARX, AICP, ASSOCIATE PLANNER
DATE: OCTOBER 16, 2025
SUBJECT: 730 ELM STREET SUITE 130 – WINNETKA AESTHETIC STUDIO
SPECIAL USE PERMIT (CASE NO. 25-20-SU)

INTRODUCTION

On October 22, 2025, the Plan Commission is scheduled to hold a public hearing to consider an application submitted by Paul Phelps of Winnetka Aesthetic Studio (the “Applicant”), as the prospective lessee of the property located at 730 Elm Street, Suite 130 (the “Subject Property”), **to allow a medical office to occupy the Subject Property**. The property is currently owned by MDG Winnetka One, LP.

The Applicant has filed an application seeking approval of a Special Use Permit in accordance with Chapter 17.56 [Special Uses] of the Winnetka Zoning Ordinance to permit a medical office in the C-2 General Retail Commercial Overlay District at the Subject Property. The Applicant would be expanding its existing medical practice based out of the Lincoln Park neighborhood of Chicago. The Applicant currently provides services out of a temporary satellite office located within Perspective Eyes optometry studio located at 548 Chestnut Street.

A sign has been posted on the Subject Property and a website notice has been posted on the Village website indicating the time and date of the Plan Commission public hearing. A mailed notice has been sent to property owners within 500 feet of the Subject Property. As of the date of this memo, staff has not received any written comments from the public regarding this application.

PROPERTY DESCRIPTION

The Subject Property is one of the commercial spaces located in the four-story mixed-use building that is currently under construction at 714-740 Elm Street and 511-515 Lincoln Avenue, often referred to as *One Winnetka*, located on the southeast corner of the intersection of Elm Street and Lincoln Avenue. The approximately 1,800 square foot space at 730 Elm Street is a portion of the 20,955 square feet of commercial space in the One Winnetka building and is in the center portion of the building’s north facing commercial space. To date, the only other tenant identified for the development is a Charles Schwab financial services office, although a restaurant is expected to occupy the northwestern space near the street intersection. There will be 59 residential units on the second, third, and fourth floors.

The Subject Property is located within the Village’s **Commercial Overlay District**, which allows non-retail uses, such as medical offices; however, the Zoning Ordinance requires that they be evaluated by the Plan Commission and Village Council as a special use. Figures 1 through 3 on the following pages identify the One Winnetka site and the proposed location of the medical office.

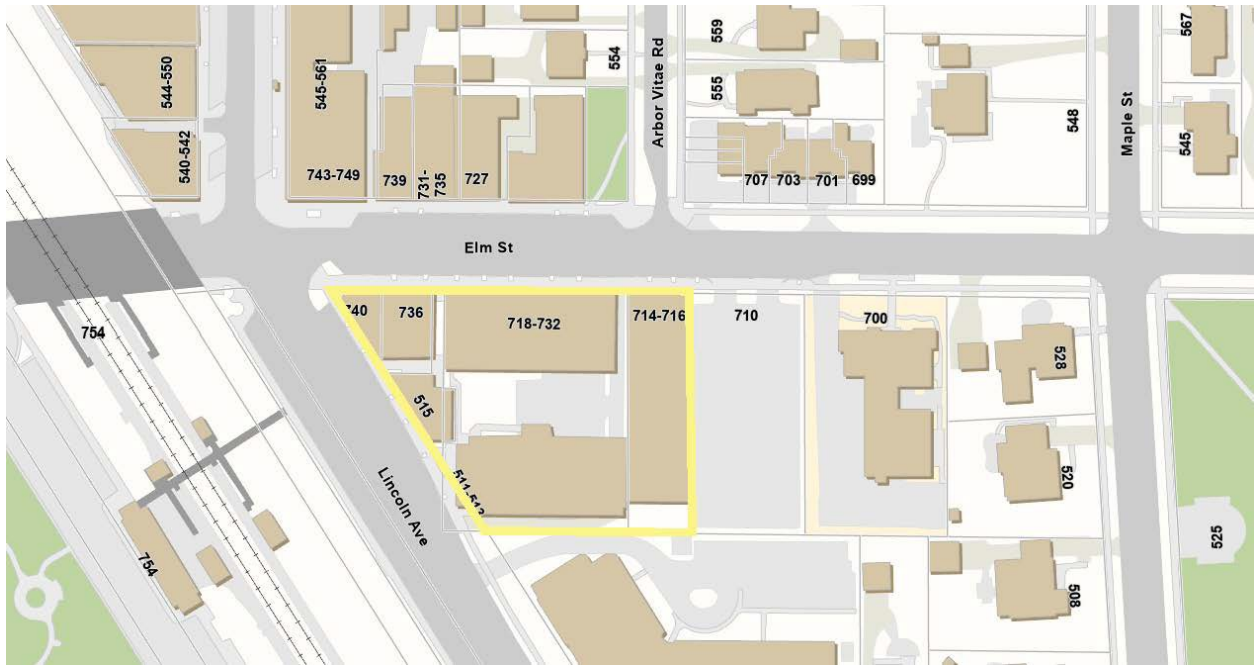


Figure 1 – One Winnetka Site – GIS Map



Figure 2 – Aerial Location Map

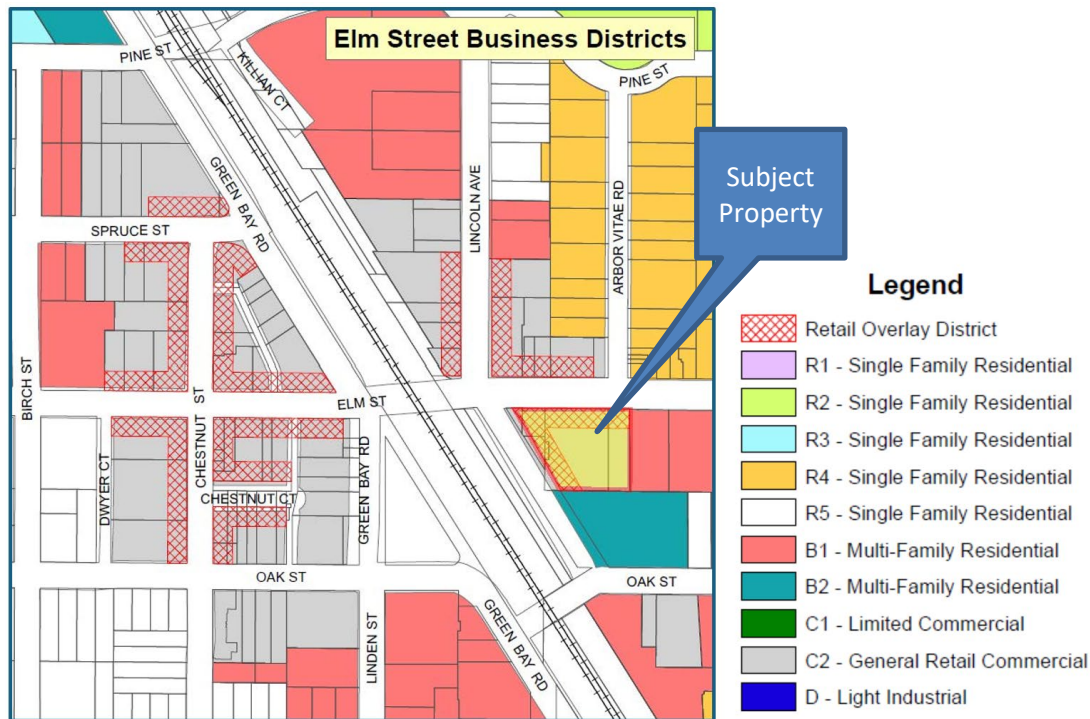


Figure 4 – Elm Street Business Districts

PREVIOUS APPROVAL

On January 21, 2025, the Village Council adopted Ordinance M-01-2025, an Ordinance Granting Final Approval of a Planned Development, Zoning Exceptions, a Special Use for Ground Floor Parking, and Special Use Findings for Medical and Financial Services Uses (511-515 Lincoln Avenue and 714-740 Elm Street - One Winnetka. An excerpt of Ordinance M-01-2025 is provided in **Attachment B**. Section 7 of M-01-2025 granted partial approval of certain special use findings for medical and financial services. The Village Council found that medical uses, including medical and dental offices, and financial uses, including accounting, auditing and bookkeeping services, bank or credit unions without drive-through facilities, and financial counseling services, satisfy the following special use standards set forth in Section 17.56.120(A) and Section 17.44.020 (B)(2)(b) of the Zoning Ordinance that apply in the Commercial Overlay District, provided certain conditions are met, which are outlined later in this report:

All Special Use Standards:

1. That the establishment, maintenance, and operation of the Special Use will not be detrimental to or endanger the public health, safety, comfort, morals, or general welfare;
2. That the Special Use will not be substantially injurious to the use and enjoyment of other property in the immediate vicinity which are permitted by right in the district or districts of concern, nor substantially diminish or impair property values in the immediate vicinity;
3. That the establishment of Special Use will not impede the normal and orderly development or improvement of other property in the immediate vicinity for uses permitted by right in the district or districts of concern;

Commercial Overlay District Standards:

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

- II. The proposed special use at the proposed location will provide for active display windows, provided that the street facing windows remain open and transparent as viewed from the sidewalk into the tenant space. The proposed special use at the proposed location will provide for facades, signage and lighting similar in nature and compatible with that provided by retail uses.

The location and amount of space occupied by medical uses and financial service uses are limited as follows:

- a. No such uses shall occupy the northwesternmost corner of the commercial space of the ground floor commercial space;
- b. No such uses shall occupy an aggregate space greater than 50% of the gross commercial square footage, or 9,750 square feet of the building;
- c. No individual financial service use shall occupy more than 1/3 of the gross commercial square footage, or 6,500 square feet of the building;
- d. No individual medical use shall occupy more than 3,250 square feet of the gross commercial square footage of the building;
- e. Approval of the “appropriateness” of such uses is limited to 10 years from the approval of Ordinance M-01-2025.

On September 16, 2025, the Village Council adopted Ordinance M-12-2025, an Ordinance Granting a Special Use Permit for the Operation of a Financial Counseling Office Within the C-2 Commercial Overlay District, which approved the special use permit of the Charles Schwab financial services office for 720 Elm Street in the same building.

DESCRIPTION OF CURRENT REQUEST

The Applicant is proposing to open a Winnetka location in the One Winnetka building for an existing oculofacial cosmetic surgery practice currently located in Chicago. The medical practice currently provides services in the Perspective Eyes optometrist office located at 548 Chestnut Street, but is seeking a permanent location for its operations. The proposed medical office would occupy approximately 1,800 square feet towards the center of the One Winnetka commercial space. The space is recessed approximately 15 feet from the frontage along Elm Street and is accessed through an entrance vestibule that provides public access to the proposed medical office and two neighboring tenant spaces. Hence, the Applicant’s proposed location does not have street frontage. The proposed medical office use would comply with the location and size limitations outlined earlier this report. The Applicant’s written description of the proposed use is included in the application materials which are provided as **Attachment A**.

The medical office would have business hours of 7:00 am to 7:00 pm on weekdays and weekend hours from 10:00 am to 4:00 pm. On a typical day, there would be 4-5 employees in the office. The Applicant expects an average of 24 patients per day with an average appointment time of approximately 30 minutes for quick treatment services such as laser treatments, microneedling, facials, and injections. The office would also have an on-site surgical center that would allow for various procedures that range from 1 to 3 hours per visit. Patient volume would decrease to 3-5 patients per day on surgical days. The Applicant states that the front waiting area of the office would feature retail displays of skincare products that could be purchased by customers.

For parking, the Applicant is proposing that its employees secure the necessary parking permit and park in public parking lots in the district, including the Village-owned parking lot adjacent to One Winnetka,

which does contain “A” permit parking spaces for employees. The Applicant indicates that patients will utilize the parking in the ground level of the commercial parking within the One Winnetka building. The off-street parking provided on the One Winnetka site for commercial uses consists of 39 spaces in the ground level of the building, which is the same number of parking spaces required by the Zoning Ordinance. For reference, the Zoning Ordinance requirement for commercial uses is two spaces for every 1,000 square feet of tenant space. Ten of the ground level spaces are to be reserved for the Charles Schwab office that was approved in a previous special use permit case.

Figure 5 below highlights the commercial space the Applicant is proposing to occupy in the north section of the One Winnetka building. **Figure 6** on the following page shows the proposed floor plan and layout for the medical office.

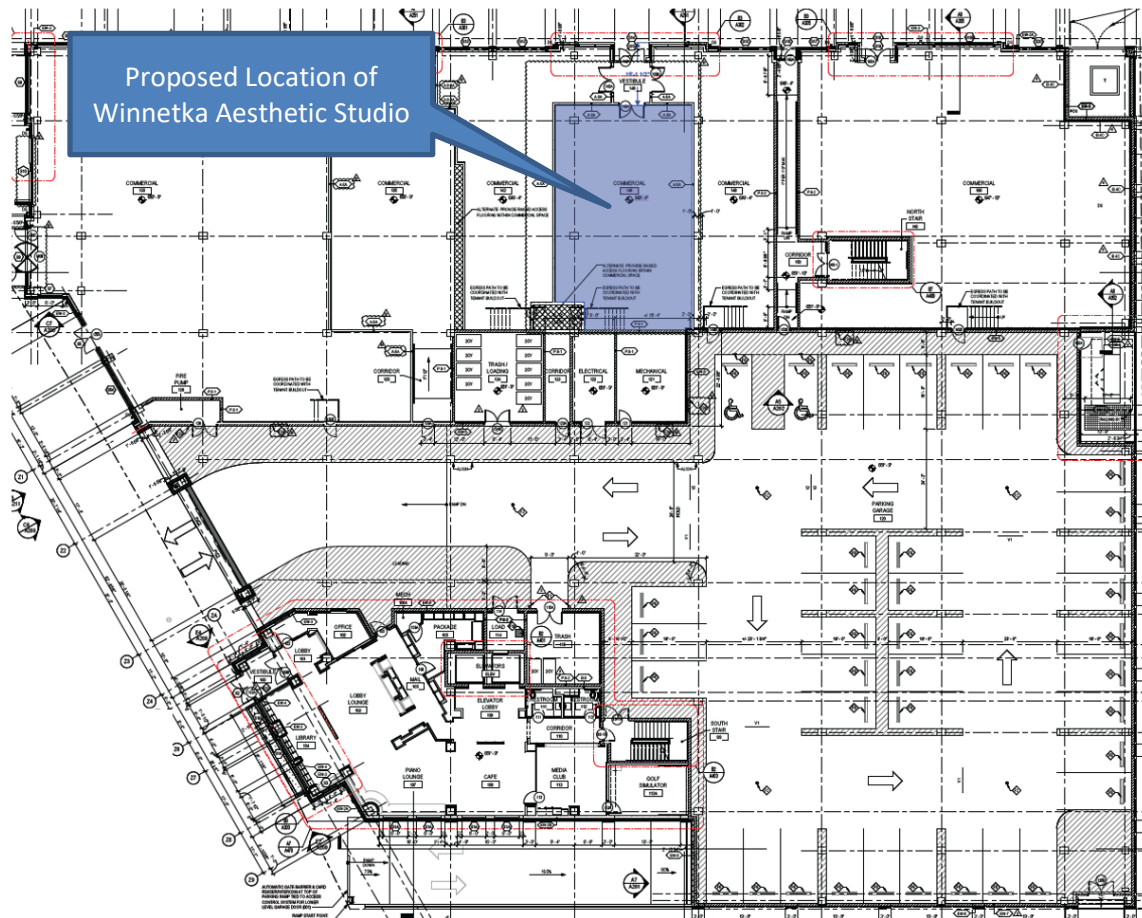


Figure 5 – One Winnetka Ground Level Plan

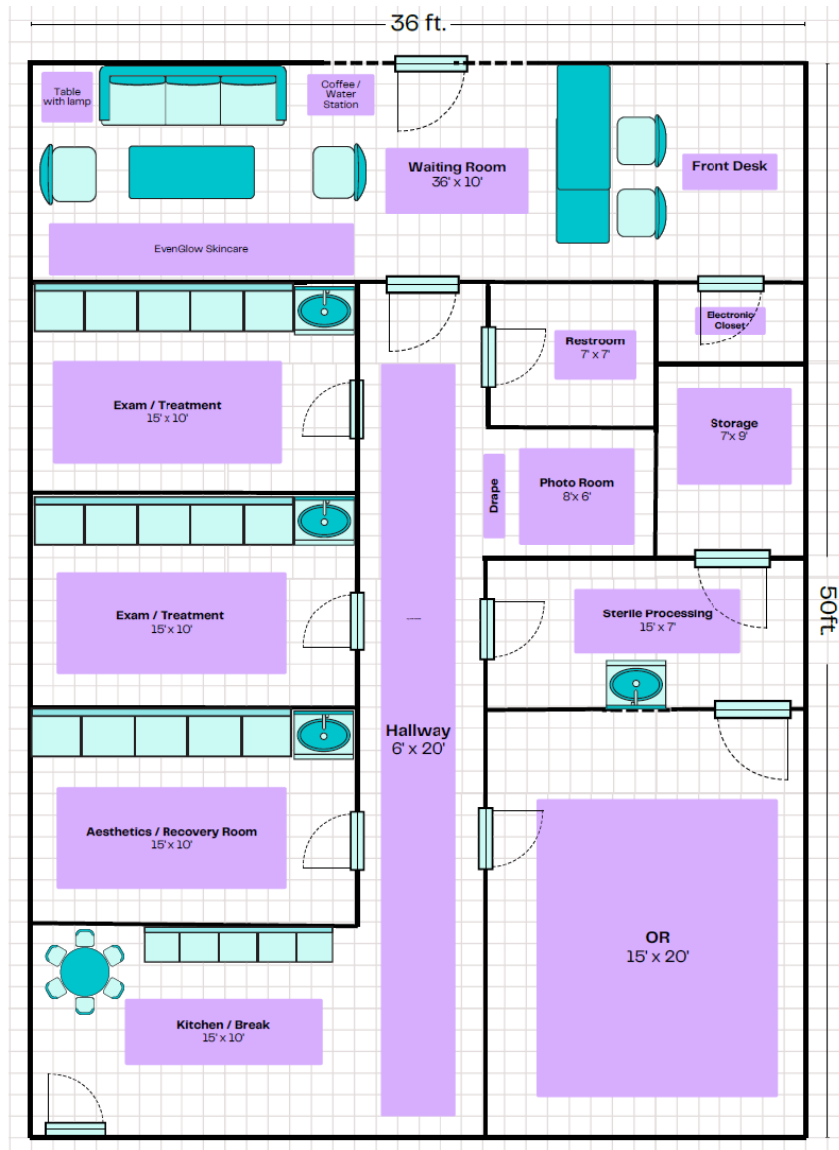


Figure 6 – Excerpt of Proposed Floor Plan

DESIGN REVIEW BOARD REVIEW

The Applicant has indicated that it has no plans to alter the exterior of the building that is currently under construction, except for potential commercial signs or exterior lighting that will be applied for at a later date. Any proposed signage or exterior alterations, including lighting, will require submission of a Sign Permit application or Certificate of Appropriateness application that must be reviewed and approved by the Village's Design Review Board.

STANDARDS FOR REVIEW / FINDINGS

The "Purpose" section of Chapter 17.56 Special Uses, states the following regarding special uses:

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

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

Section 17.44 of the Zoning Ordinance provides a series of twelve (12) standards for the evaluation of Special Use applications within the Commercial Overlay District, which provides a framework for evaluation by the Plan Commission. Given the previous approval granted by Ordinance M-01-2025 found a medical office use, such as the Applicant's proposed use, complies with four of the 12 special use standards, the Applicant has supplied as part of its application materials a narrative addressing how this proposal complies with the remaining eight (8) standards.

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

I make a motion that:

The Plan Commission recommends **approval [denial]** of the requested special use to allow the Applicant, Paul Phelps of Winnetka Aesthetic Studio, to operate a medical office at 730 Elm Street, Suite 130 within the C-2 Commercial Overlay District, based on the following findings of fact:

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

- ~~1. The establishment, maintenance, and operation of the Special Use will not be detrimental to or endanger the public health, safety, comfort, morals, or general welfare;~~
- ~~2. The Special Use will not be substantially injurious to the use and enjoyment of other property in the immediate vicinity which are permitted by right in the district or districts of concern, nor substantially diminish or impair property values in the immediate vicinity;~~
- ~~3. The establishment of Special Use will not impede the normal and orderly development or improvement of other property in the immediate vicinity for uses permitted by right in the district or districts of concern;~~
4. Adequate measures have been or will be taken to provide ingress and egress in a manner which minimize pedestrian and vehicular traffic congestion in the public ways;
5. Adequate parking, utilities, access roads, drainage, and other facilities necessary to the operation of the Special Use exists or are to be provided;
6. The Special Use in all other respects conforms to the applicable regulations of this and other village ordinances and codes;
- ~~7. The proposed special use at the proposed location will encourage, facilitate and enhance the continuity, concentration, and pedestrian nature of the area in a manner similar to that of retail uses;~~
8. The location of the proposed special use along a block frontage shall provide for a minimum interruption in the existing and potential continuity and concentration of the retail uses along the block's frontage;
9. The proposed special use at the proposed location will provide for display windows, provided that the street facing windows remain open and transparent as viewed from the sidewalk into the tenant space. The proposed special use at the proposed location will provide for facades, signage and lighting similar in nature and compatible with that provided by retail uses;

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

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

1. [Insert conditions...]

As noted above, the Commission may also wish to consider if there are any additional conditions it may want to place on the facility’s operation.

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

ATTACHMENTS

Attachment A: Application Materials

Attachment B: Excerpt of Ordinance M-01-2025, adopted on January 21, 2025

VILLAGE OF WINNETKA, ILLINOIS
DEPARTMENT OF COMMUNITY DEVELOPMENTSPECIAL USE PERMIT APPLICATION
C-2 COMMERCIAL OVERLAY

Case No. _____

Property InformationSite Address: 511-515 Lincoln Avenue and 714-740 Elm Street, Winnetka, Illinois.Proposed type of occupancy: Medical Office**Applicant Information**Name: Paul PhelpsAddress: 2001 N Halsted, Ste 200City, State, ZIP: Chicago, IL, 60614

Applicant Signature: _____

Primary Contact: _____

Phone No. _____

Email: paul@drphelps.comDate: 09/24/2025**Attorney Information**Name: James Drake

Primary Contact: _____

Address: 70 West Madison, Ste 3000City, State, ZIP: Chicago, IL 60602Phone No. 312-580-1200Email: jdrake@rawlaw.com**Architect Information**Name: Jeff Leven

Primary Contact: _____

Address: 200 E Randolph St, Ste 5100City, State, Zip: Chicago, IL 60601Phone No. 773-931-8817Email: jeff@formdesignstudio.net**Property Owner Acknowledgment**I hereby certify that I am the owner of the property located at 511-515 Lincoln Ave & 714-740 Elm St, and have provided the attached proof of ownership.
(address)I consent to the filing of an application for a Special Use Permit by Paul Phelps.
(Applicant name)

Property Owner Signature: _____

Date: 09/24/2025Printed Name: John T. Murphy

Narrative for Special Use of leased space within One Winnetka

Paul Phelps – Founder of Winnetka Aesthetic Studio

09/24/2025

Chicago Oculofacial Plastic Surgery, S.C., doing business as **Chicago Aesthetic Studio** and **Winnetka Aesthetic Studio**, is a medical practice with nine employees. We are currently located in Lincoln Park, with a satellite office in the Village of Winnetka at Perspective Eyes (548 Chestnut St, Winnetka, IL 60093).

Our practice specializes in aesthetic treatments and surgical procedures for the face and neck, with a particular focus on eye and periocular health and beauty. The opportunity to expand our business in the Winnetka community with the addition of a new medical office at One Winnetka (714-740 Elm Street, Winnetka, IL 60093) will expand the services our patients from this community love and bring them directly to Winnetka.

Hours of Operation

We expect to operate from approximately 7:00 a.m. to 7:00 p.m. on weekdays, with weekend hours from 10:00 a.m. to 4:00 p.m.

MedSpa Services and Consultations

- Typical consultation and treatment visits are scheduled for 30 minutes.
- We anticipate serving approximately 24 patients per day.
- Many patients will receive quick treatments like laser, microneedling, facials, and injections (e.g. Botox).

Surgical Procedures

- Surgical procedures will be performed in our in-office surgical center, on average one day per week.
- On surgical days, patient volume will decrease to about 3–5 patients per day, with appointments lasting 1–3 hours each.
- The most common procedure is expected to be **blepharoplasty (eyelid lift)**.

Staffing and Parking

- On a typical day, 4–5 employees will be present in the office.
- Employees will park in the stickered Winnetka East Elm employee parking lot.
- Patients may park in the designated garage within One Winnetka.

Office Layout and Amenities

- Patients will enter through the recessed front door, which is set back from the street and does not have a window front.
- A display case featuring skincare products will be in the waiting room, generating additional sales tax revenue for the city.

Special Use Permit Standards C-2 Commercial Overlay

1-3. These standards were previously approved for the One Winnetka development specific to medical services, provided certain conditions are met.

4. Ingress and Egress / Minimizing Congestion

Adequate measures have been taken to ensure ingress and egress are managed in a manner that minimizes both pedestrian and vehicular congestion. Patients will park in the designated garage within One Winnetka, which has sufficient capacity and access, preventing overflow into public streets. Employees will utilize the stickered Winnetka East Elm parking lot, eliminating competition for patient or public parking. The front entrance is recessed from the street, ensuring pedestrian flow along the sidewalk is unobstructed. Additionally, patient scheduling is distributed throughout the day, with typical visits lasting 30 minutes, reducing clustering of arrivals and departures. On surgical days, when appointments are longer, daily patient volume is significantly reduced, further minimizing traffic impact.

5. Parking, Utilities, Access, and Facilities

Adequate parking and support facilities are in place to meet the operational needs of the practice. Employee parking is contained within a dedicated lot, and patient parking is directed to the One Winnetka garage, ensuring clear separation and sufficient capacity. All necessary utilities are available and sufficient for the operation of a medical office and surgical center. Access roads surrounding the property are well-developed and capable of supporting the anticipated level of patient and staff traffic. Drainage and related infrastructure are already established to municipal standards. The practice's internal facilities, including waiting areas, consultation rooms, and an in-office surgical center, are designed to support safe and efficient patient care without additional strain on surrounding resources.

6. Compatibility of the Special Use

In all other respects conforms to the applicable regulations of this and other ordinances and codes. For example, my practice will comply with other Village Codes and ordinances and construction of the space to accommodate your practice will also comply with Village Codes and ordinances.

7. These standards were previously approved for the One Winnetka development specific to medical services, provided certain conditions are met

8. Block Frontage and Retail Continuity

The proposed special use is located along a block frontage in a manner that will not significantly interrupt the continuity or concentration of retail uses. The medical practice occupies professional office space and operates primarily as a service-based business, distinct from retail storefronts. Its patient-focused operations ensure minimal disruption to existing retail flow along the block, while still contributing to the vibrancy of the area through ancillary retail sales of skincare products.

9. Active Display Windows, Facades, and Signage

The practice will maintain a recessed entrance and waiting area that includes a display case for skincare products, visible from the patient reception area. While the front entrance is set back from the street and does not include a traditional window frontage, interior displays and signage are designed to be professional, aesthetically compatible, and complementary to nearby retail uses. Exterior signage and lighting will conform to applicable regulations, ensuring consistency with neighboring businesses while maintaining a professional medical identity.

10. Multi-Use Areas and Retail Display

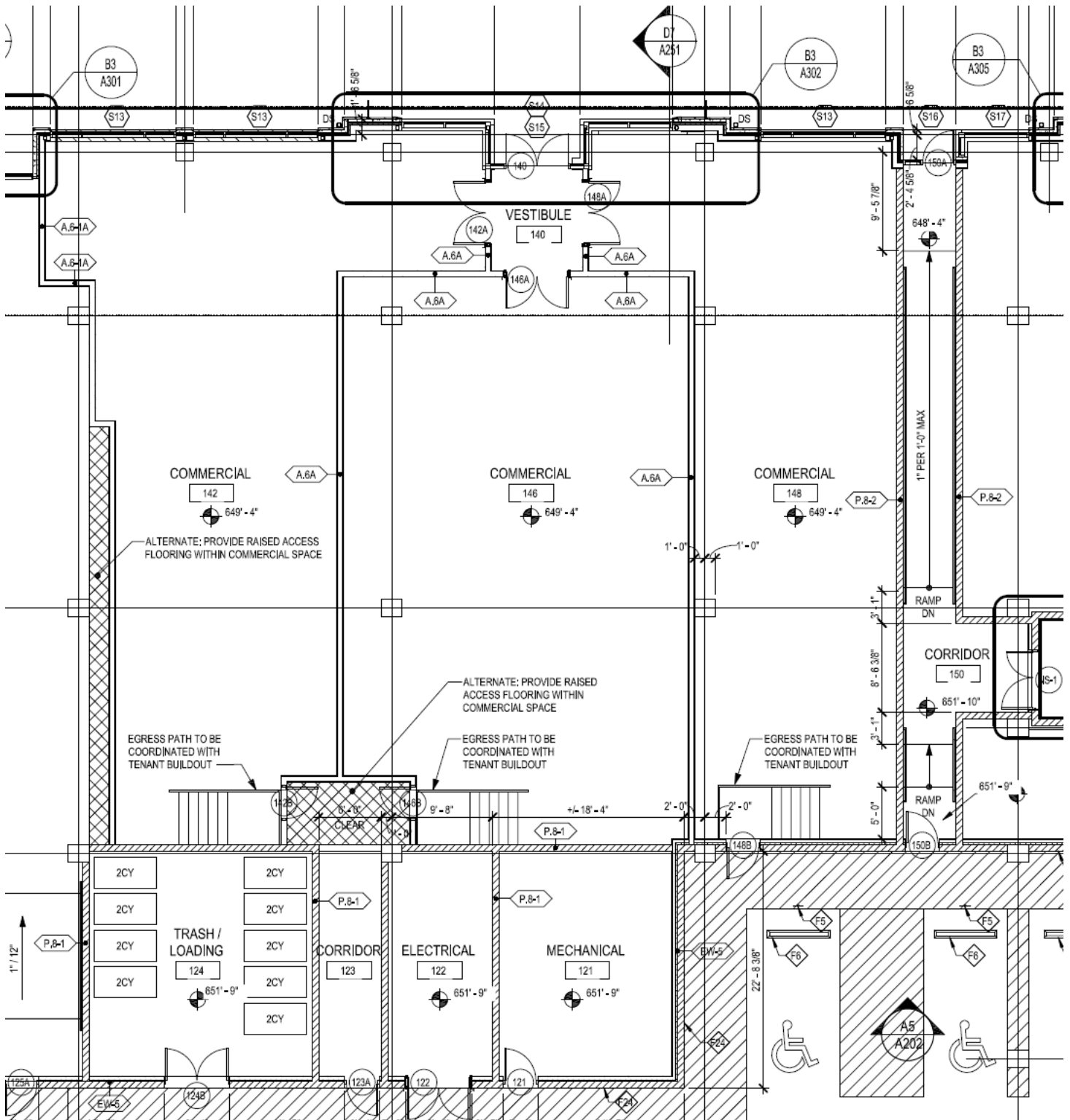
The proposed use incorporates a retail component through the sale of skincare products, which will be displayed in the waiting area. This area is located immediately adjacent to the patient entrance and is designed to be visible and accessible to patients as they enter and exit the practice. The retail element, while secondary to medical services, contributes to the commercial character of the block and provides additional sales tax revenue for the municipality.

11. Mixed-Use and Retail Frontage Requirements

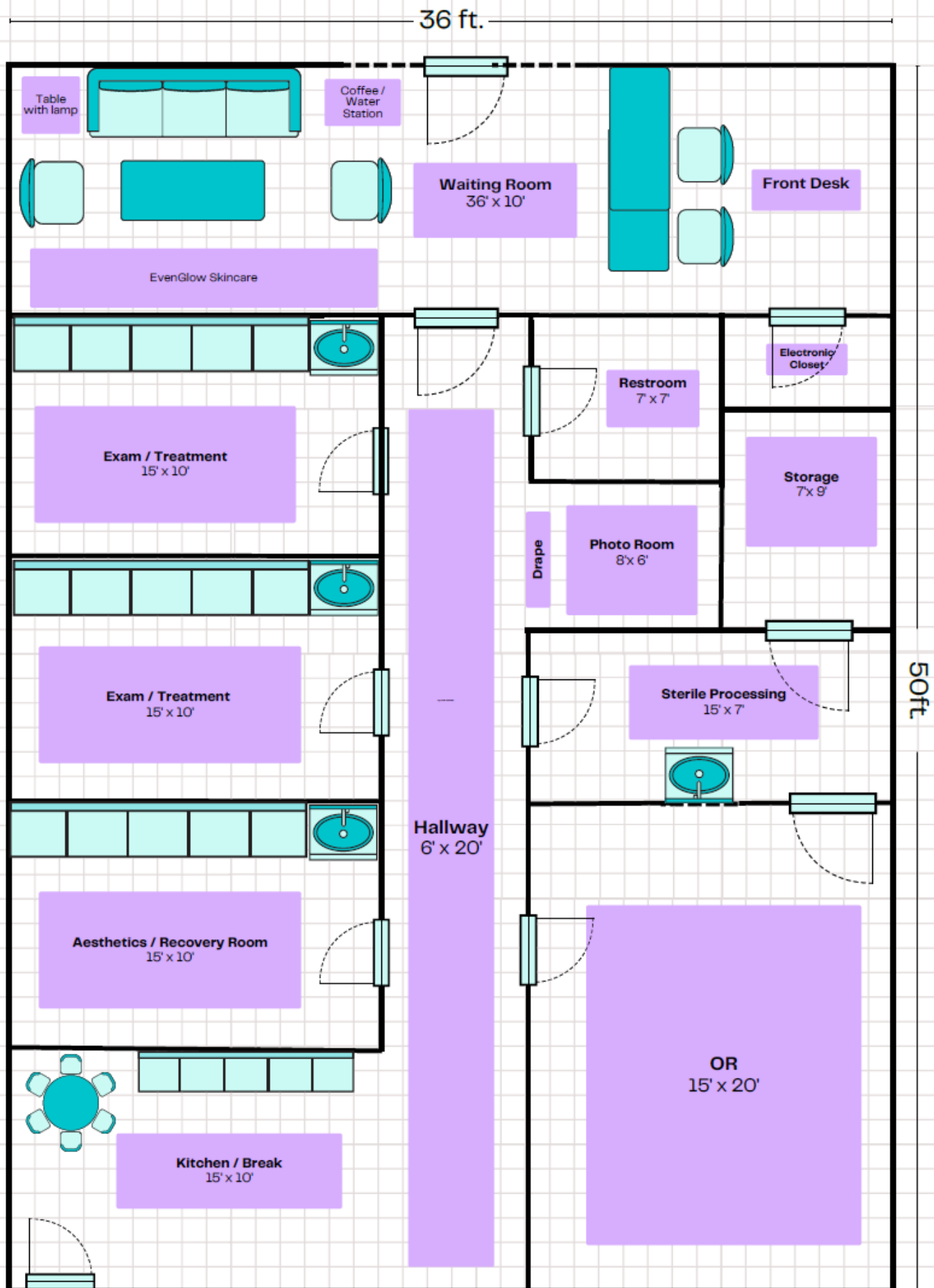
The proposed use is located within a building under construction and does not contemplate new construction with mixed retail, office, or service uses. Therefore, the requirements regarding minimum sidewalk frontage and gross floor area for newly constructed mixed-use retail developments are not applicable in this case. The retail component of skincare products within the waiting area is consistent with the size and scope of the practice's operations and is compatible with neighboring businesses.

12. Parking Availability for District Clientele

The proposed special use will not significantly diminish the availability of parking for district clientele seeking to patronize nearby retail businesses. Patients are directed to park in the designated One Winnetka garage, which provides ample capacity and avoids impact on public street or retail-adjacent parking. Employees will park in the Winnetka East Elm employee lot, ensuring that patient and staff parking needs are met separately. These measures ensure that retail customers in the district retain convenient access to parking resources.



Winnetka Aesthetic Studio





Village of
WINNETKA, IL

Office of the Village Manager
847.716.3541

ATTACHMENT B

510 Green Bay Road • Winnetka, IL 60093 • 847.501.6000
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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, do hereby certify that I am the duly appointed, qualified and Deputy Village Clerk of the Village of Winnetka, Cook County, Illinois (the "Village") and as such officer I am the keeper of the official journal of proceedings, books, records, minutes, and files of the Village and of the Council (the "Village Council") thereof.

I do further certify that attached hereto is a full, true, and complete copy of an Ordinance entitled:

ORDINANCE NO. M-01-2025

**AN ORDINANCE GRANTING FINAL APPROVAL OF A PLANNED DEVELOPMENT,
ZONING EXCEPTIONS, A SPECIAL USE FOR GROUND FLOOR PARKING, AND
SPECIAL USE FINDINGS
FOR MEDICAL AND FINANCIAL SERVICES USES
(511-515 LINCOLN AVENUE AND 714-740 ELM STREET)
(ONE WINNETKA SUBDIVISION)**

Adopted by the Winnetka Village Council on January 21, 2025.

I do further certify that the deliberations of the Council on the adoption of said Ordinance were taken openly; that the vote on the adoption of said Ordinance was taken openly; that said meeting was held at a specified time and place convenient to the public; that notice of said meeting was duly given to all of the news media requesting such notice of said meeting; that said meeting was called and held in strict accordance with the provisions of the Open Meetings Act of the State of Illinois, as amended; and that the Council have complied with all of the applicable provisions of said Act, their procedural rules and the Village charter in the adoption of said Ordinance.

IN WITNESS WHEREOF, I have hereunto affixed my official signature and the seal of the Village this 21st day of January 2025.

[SEAL]



By: 
Berina Gradjan
Deputy Village Clerk

**AN ORDINANCE GRANTING FINAL APPROVAL OF
A PLANNED DEVELOPMENT, ZONING EXCEPTIONS,
A SPECIAL USE FOR GROUND FLOOR PARKING, AND SPECIAL USE FINDINGS
FOR MEDICAL AND FINANCIAL SERVICES USES
(511-515 LINCOLN AVENUE AND 714-740 ELM STREET)
(One Winnetka)**

WHEREAS, RIC (Winnetka Lincoln) LLC, an Illinois limited liability company (*“Previous Owner”*) is the previous owner of the properties commonly known as 714-716 Elm Street, 718-732 Elm Street, 736 Elm Street, 740 Elm Street, 511 Lincoln Avenue, and 515 Lincoln Avenue (collectively, *“Property”*), which Property is legally described in *Exhibit A* attached to this Ordinance; and

WHEREAS, the Property is generally located on the southeast corner of Elm Street and Lincoln Avenue in Winnetka, and is located in the C-2 General Retail Commercial District and C-2 Commercial Overlay District; and

WHEREAS, the Property is immediately west of and adjacent to an existing Village-owned, public parking lot with ingress and egress by way of a driveway on Elm Street (*“East Parking Lot”*); and

WHEREAS, currently located on the Property are several one- and two-story buildings that have been occupied by various street level retail users (*“Existing Buildings”*); and

WHEREAS, the Previous Owner desired to demolish the Existing Buildings and develop on the Property (i) a four-story mixed-use building with ground floor commercial space and 59 apartments on the upper level (*“Building”*); and (ii) related on-site improvements, including a new ground level parking lot with 39 parking spaces and an underground parking lot with 113 parking spaces (collectively, *“Prior Proposed Development”*); and

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

WHEREAS, on October 18, 2022, Previous Owner, with the assistance of Murphy Development Group LLC, filed an application (*“Application”*) with the Village for: (i) approval of a preliminary plat of subdivision to create one lot of record; (ii) approval of an exception from Section 16.12.010 of the “Winnetka Village Code,” as amended (*“Village Code”*) to permit a side lot line to abut a rear lot line; (iii) preliminary approval of a planned development and preliminary develop plan (*“Preliminary Development Plan”*); (iv) approval of an exception to Section 17.46.020.B of the Zoning Code to allow for a building height of 63 feet and four stories; (v) approval of an exception to Section 17.46.030 of the Zoning Code to allow for a 42 foot, one inch setback along Lincoln Avenue; (vi) approval of an exception to Section 17.46.030 of the Zoning Code to allow for a corner yard setback of 18 feet, 10 inches along Elm Street; (vii) approval of an exception to Section 17.46.030 of the Zoning Code to allow for a rear setback of one foot; (viii) approval of an exception to Section 17.46.103 of the Zoning Code to allow for no landscape area

to be installed along the rear yard; (ix) approval of an exception to Section 17.46.025 of the Zoning Code to allow for a fourth story setback of four feet, nine inches along Lincoln Avenue; (x) approval of an exception to Section 17.46.025 of the Zoning Code to allow for a fourth story setback of nine feet along Elm Street; (xi) approval of a special use to allow for parking on the ground level of the Property; and (xii) approval of certain special use findings for financial services and medical uses on the Property (collectively, ***"Prior Requested Relief"***); and

WHEREAS, on January 17, 2023, the Village Council conducted a concept plan review for the Preliminary Development Plan; and

WHEREAS, pursuant to proper notice and in accordance with the Zoning Code, the Winnetka Design Review Board considered the Prior Proposed Development at its meetings on April 20, May 18, and June 15, 2023; and

WHEREAS, on June 15, 2023, the Design Review Board determined that, as a whole, the proposed Preliminary Development Plan was consistent with the Village of Winnetka Design Guidelines and recommended that it be approved by the Village Council subject to certain modifications to the Preliminary Development Plan; and

WHEREAS, pursuant to proper notice and in accordance with the Zoning Code, the Winnetka Planned Development Commission (***"PDC"***) held a public hearing on the Application and the Prior Proposed Development, which public hearing commenced on July 19, 2023, and continued on August 14, 2023; and

WHEREAS, on August 14, 2023, the PDC recommended that the Village Council approve the Preliminary Development Plan for the Prior Requested Relief, subject to certain conditions; and

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

WHEREAS, on April 2, 2024, the Village Council adopted Ordinance No. M-01-2024 preliminarily approving the Prior Requested Relief, including the Preliminary Development Plan (***"Preliminary PD Ordinance"***); and

WHEREAS, as a condition of the Preliminary PD Ordinance, the Previous Owner was required to enter into a development agreement with the Village, which the Owner executed on April 29, 2024 (***"Development Agreement"***); and

WHEREAS, the Development Agreement authorized the Previous Owner to transfer ownership of the Property to Murphy Development Group, LLC, or a subsidiary thereof, via a transferee assumption agreement, which transfer assumption agreement, among other things, required Murphy Development Group, LLC, or a subsidiary thereof to assume the obligations of the Previous Owner under the Development Agreement; and

WHEREAS, the Previous Owner and MDG Winnetka One, LP, an Illinois limited partnership and subsidiary of Murphy Development Group, LLC, entered into a purchase and sale agreement whereby MDG Winnetka One, LP (***“Owner”***) obtained ownership of the Property to develop the Prior Proposed Development and agreed to comply with all terms, requirement, and obligations of the Development Agreement; and

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

WHEREAS, the Owner modified the Prior Proposed Plan and desires to demolish the Existing Buildings and develop on the Property (i) a four-story mixed-use building with ground floor commercial space and 59 apartments on the upper level (***“Building”***); and (ii) related on-site improvements, including a new ground level parking lot with 39 parking spaces and an underground parking lot with 111 parking spaces (***“Revised Proposed Development”***) (the Prior Proposed Development, as modified by the Revised Proposed Development, is the ***“Proposed Development”***); and

WHEREAS, on September 13, 2024, the Owner submitted an application for final approval of the Prior Requested Relief, including approval of a final development plan (***“Final Development Plan”***) and a final plat of subdivision (***“Final Plat of Subdivision”***); and

WHEREAS, under the Final Development Plan, variations to the Prior Requested Relief were revised to include (i) an exception to Section 17.46.020.B of the Zoning Code to allow for a increased building height of 65 feet to accommodate firefighters on the rooftop stairwell; and (ii) an exception to Section 17.46.020.B of the Zoning Code to allow an increase in the height of the parapet on the northeast corner of the Building to 57.10 feet to meet energy code insulation requirements (***“Revised Requested Relief”***) (the Prior Requested Relief, as modified by the Revised Requested Relief, is the ***“Requested Relief”***); and

WHEREAS, the Final Development Plan also includes the following modifications from the Preliminary Development Plan: (i) a reduction in the number of residential parking spaces from 113 to 111; (ii) changes to window and door fenestrations on all levels with the most significant changes along a portion of Elm Street; (iii) periodic use of the western row of parking spaces in the Elm Street parking lot as a safety zone for demolition of the existing adjacent building and for portions of the vertical construction for the Proposed Development; and (iv) use of one parking space in the southwest corner of the Elm Street parking lot for the location of a temporary electric transformer; and

WHEREAS, pursuant to proper notice and in accordance with the Village Zoning Ordinance, the Village Council considered the Final Development Plan and Final Plat of Subdivision at its meeting on January 21, 2025; and

WHEREAS, on ~~January~~ ^{21, 2025}, the Village Council adopted Resolution R-07-2025, approving the Final Plat of Subdivision for the Proposed Development (***“Final Plat of Subdivision Resolution”***); and

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

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

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

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

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

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

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

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

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

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

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

F. Subject to the terms and conditions of this Ordinance, the exceptions from and modifications to the upper story, front yard, corner yard, and rear yard setbacks of the Proposed Development, as depicted in the Final Development Plan, meet the standards for modification pursuant to Sections 17.46.025 and 17.46.030 of the Zoning Code.

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

SECTION 3: APPROVAL OF A SPECIAL USE PERMIT FOR A PLANNED DEVELOPMENT AND A CERTIFICATE OF APPROPRIATENESS.

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

B. **Certificate of Appropriateness.** Subject to the terms, conditions, and restrictions, set forth in Sections 8 through 14 of this Ordinance, the Certificate of Appropriateness is granted for Property, pursuant to Section 15.40.010 of the Village Code and the home rule powers of the Village.

SECTION 4: APPROVAL OF A FINAL DEVELOPMENT PLAN. Subject to, and contingent upon, the terms, conditions, restrictions, and provisions set forth in Sections 8 through 14 of this Ordinance, the Final Development Plan for the Proposed Development of the Property, is hereby, approved, and consists of the following documents (collectively, "***Final Development Plan***"):

A. The ***Floor and Site Plan***, consisting of seven sheets, prepared by OKW Architects with a latest revision date of January 13, 2025, a copy of which is attached to, and by this reference made a part of, this Ordinance as ***Exhibit B***;

B. The ***Elevation, Materials, & Diagram Plan***, consisting of 16 sheets, prepared by OKW Architects, dated January 13, 2025, a copy of which is attached to, and by this reference made a part of, this Ordinance as ***Exhibit C***;

C. The ***Renderings and Aerial Views Plan***, consisting of seven sheets, prepared by OKW Architects, dated January 13, 2025, a copy of which is attached to, and by this reference made a part of, this Ordinance as ***Exhibit D***;

D. The ***Landscape & Lighting Plan***, consisting of 14 sheets, prepared by Kathryn Talty, consisting of the most recent revision date of January 13, 2025, and consisting of five sheets prepared by OKW Architects, dated January 13, 2025, a copy of which is attached to, and by this reference made a part of, this Ordinance as ***Exhibit E***;

E. The ***Final Site Engineering Plans***, consisting of 13 sheets, prepared by Eriksson Engineering Associates, Ltd., a copy of which is attached to, and by this reference made a part of, this Ordinance as ***Exhibit F***;

F. The ***Building Material Details***, consisting of 21 pages, prepared by OKW Architects, dated July 31, 2023, a copy of which is attached to, and by this reference a part of, this Ordinance as ***Exhibit G***;

G. The ***Construction Schedule and Staging Plan***, consisting of seven pages, a copy of which is attached to, and by this reference made a part of, this Ordinance as ***Exhibit H***;

H. The ***Preservation Plan***, which elements are incorporated in the Final Site Engineering Plan and the Landscape & Lighting Plan; and

I. The *Vibration & Movement Construction Monitoring Plan*, dated December 20, 2024, consisting of two pages, a copy of which is attached to and by this reference made a part, of this Ordinance as *Exhibit I*.

SECTION 5: APPROVAL OF SPECIAL USE FOR PARKING. Subject to the terms, conditions, and restrictions, set forth in Sections 8 through 14 of this Ordinance, the special use approval in Section 5.A of the Preliminary PD Ordinance is hereby ratified. The approval provided in Section 5 of this Ordinance will remain in effect notwithstanding the provisions of Section 17.56.100(A) of the Zoning Code provided Owner is proceeding in accordance with the Construction Schedule and Staging Plan attached to this Ordinance as *Exhibit H*. Any conflicts between the timeframes set forth in Section 17.56.100(A) of the Zoning Code and the timeframes set forth in the Development Agreement, are resolved in favor of the latter.

SECTION 6: APPROVAL OF EXCEPTIONS. Subject to, and contingent upon, the terms, conditions, restrictions, and provisions set forth in Sections 8 through 14 of this Ordinance, the following exceptions and modifications from the provisions of the Village Code are granted:

A. **Lot Lines.** An exception from and modification to Section 16.12.010.D.6 of the Village Code to permit a side lot line to abut a rear lot line on the Property.

B. **Building Height.** An exception from and modification to the 45-foot building height limitation of Subsection 17.46.020(B) of the Zoning Code, to allow for a maximum building height, as measured pursuant to the Zoning Code, of (i) 57.10 feet for the parapet on the northeast corner of the building; and (ii) 65 feet for the rooftop mechanical screening on top of the building specifically depicted in *Exhibit C*.

C. **Upper Story Setback.** An exception from and modification to the setback limitations of Section 17.46.025 of the Zoning Code to (i) reduce the upper story setback along Lincoln Avenue from 10 feet to no less than four feet, nine inches; and (ii) to reduce the upper story setback along Elm Street from 10 feet to no less than nine feet.

D. **Front Yard Setback.** An exception from and modification to the front yard setback limitations of Section 17.46.030 of the Zoning Code along Lincoln Avenue to increase the front yard setback from three feet to no greater than 42 feet, 1 inch.

E. **Corner Yard Setback.** An exception from and modification to the corner yard setback limitations of Section 17.46.030 of the Zoning Code along Elm Street to increase the corner yard setback from three feet to no greater than 18 feet, 10 inches.

F. **Rear Yard Setback.** An exception from and modification to the rear yard setback limitations of Section 17.46.030 of the Zoning Code to reduce the rear yard setback from ten feet to no less than one foot.

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

**SECTION 7: PARTIAL APPROVAL OF CERTAIN SPECIAL USE FINDINGS
FOR MEDICAL AND FINANCIAL SERVICES.**

A. Special Use Findings.

1. Subject to, and contingent upon, the conditions, restrictions and provisions set forth in this Section and Sections 8 through 14 of this Ordinance, the Village Council hereby finds that medical uses, including medical and dental offices, and financial uses, including, accounting, auditing and bookkeeping services, bank or credit unions without drive-through facilities, and financial counseling services, satisfy the following special use standards set forth in Section 17.56.120(A) of the Zoning Code, provided that the conditions in subsection 7.B of this Ordinance are satisfied:
 - a. That the establishment, maintenance and operation of the special use will not be detrimental to or endanger the public health, safety, comfort, morals or general welfare;
 - b. That the special use will not be substantially injurious to the use and enjoyment of other property in the immediate vicinity which are permitted by right in the district or districts of concern, nor substantially diminish or impair property values in the immediate vicinity;
 - c. That the establishment of the special use will not impede the normal and orderly development or improvement of other property in the immediate vicinity for uses permitted by right in the district or districts of concern;
2. Subject to, and contingent upon, the conditions, restrictions and provisions set forth in this Section and Sections 8 through 14 of this Ordinance, the Village Council hereby finds that medical uses, including medical and dental offices, and financial uses, including, accounting, auditing and bookkeeping services, bank or credit unions without drive-through facilities, and financial counseling services, satisfy the following special use standards set forth in Section 17.44.020(B)(2)(b) of the Zoning Code that apply in the C-2 Commercial Overlay District, provided that the conditions in subsection 7.B of this Ordinance are satisfied:
 - a. The proposed special use at the proposed location will encourage, facilitate and enhance the continuity, concentration, and pedestrian nature of the area in a manner similar to that of retail uses.
 - b. The proposed special use at the proposed location will provide for active display windows, provided that the street facing windows remain open and transparent as viewed from the sidewalk into the tenant space. The proposed special use at the proposed location will

provide for facades, signage and lighting similar in nature and compatible with that provided by retail uses.

B. Conditions.

1. The findings and approvals set forth in Section 7.A of this Ordinance are hereby, expressly subject to and contingent upon the redevelopment, use, and maintenance of the Property in compliance with each and all of these conditions:
 - a. No medical or financial use must occupy the northwesternmost corner of the ground floor commercial space on the Property, further defined as being a space which is not less than 2,500 square feet, with a minimum of 60 linear feet east along Elm Street and 40 linear feet south along Lincoln Avenue, as measured from the northwest corner of the Building.
 - b. Financial uses and medical uses must not occupy in the aggregate greater than 50 percent of the gross commercial square footage, or 9,750 square feet, of the Building.
 - c. No individual financial use must occupy more than one third of the gross commercial square footage, or 6,500 square feet, of the Building.
 - d. No individual medical use must occupy more than 3,250 square feet of gross commercial square footage of the Building.

C. Limitation of Approval.

1. In the event that the Owner desires to use any portion of the Property for a medical or financial use, the Owner must obtain a special use approval pursuant to the procedures set forth in Section 17.56 of the Zoning Code and satisfy all of the applicable standards set forth in Section 17.56.020 of the Zoning Code, and except for those standards found to be satisfied in Section 7.A.1 of this Ordinance, as well as all of the applicable standards set forth in Section 17.44.020(B)(2)(b) of the Zoning Code except for those standards found to be satisfied in Section 7.A.2 of this Ordinance.
2. The findings and approvals provided in Section 7.A of this Ordinance will be effective only for a period of 10 years from the date of this Ordinance.

SECTION 8: CONDITIONS. Notwithstanding any use or development right that may be applicable or available pursuant to the provisions of the Winnetka Village Code or the Zoning Ordinance, or any other rights Owner, individually or collectively, may have, the approvals granted in Sections Three, Four, Five, Six, and Seven, of this Ordinance are hereby, expressly subject to and contingent upon the redevelopment, use, and maintenance of the Property in compliance with each and all of the conditions set forth in this Section:

A. Standard Conditions.

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

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

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

C. Parking.

1. The Owner must construct and provide (i) 111 underground private parking spaces on the Property for use by the residences and guests of the Proposed Development; and (ii) 39 parking spaces on the ground level of the Property for use of the commercial tenants and customers of the commercial space ("***Commercial Parking Lot***") all as specifically provided in the Preliminary Development Plan.
2. The Owner must pay to the Village \$225,000, which sum the Village agrees to use to reconstruct the East Parking Lot, at the time required by Section 5.G of the Development Agreement.

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

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

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

G. Ventilation. All exhaust emanating from commercial kitchens and similar facilities within the non-residential portions of the Proposed Development must be vented through the roof of the Building at elevations in excess of existing buildings adjacent to the Property.

H. Building Materials and Design Elements. The building materials and design elements must be as described and depicted in the Elevation, Materials & Diagram Plan, the Renderings and Aerial View Plan, and the Building Material Details.

I. Video Surveillance System. The Owner must install a video surveillance system for the Commercial Parking Lot and the outside of the Building that is compatible and integrated with the Village's existing video surveillance system, as approved by the Village Police Chief prior to the issuance of any building permit for the Proposed Development.

J. Landscaping. The Owner must install and maintain all landscaping as depicted on the Landscape and Lighting Plan, including specifically, without limitation, (in accordance with the Development Agreement) landscaping, hardscape, and lighting improvements within the Village rights-of-way along Elm Street and Lincoln Avenue. Additionally, the Owner will construct a small plaza area on private property at the corner of Elm Street and Lincoln Avenue

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

1. An easement agreement over the location of the proposed transformer located in the northeast corner of the Property, which is necessary to service the Proposed Development, to allow other potential nearby redevelopment sites in the future to tie into either the proposed transformer or an upgraded transformer in that location. The easement agreement must include language regarding cost reimbursements, upgrade responsibilities, insurance and indemnification that any future user(s) of the transformer must provide the Owner.

2. An access easement through the Proposed Development and the provision of doors through its Building wall in alignment with the doors to switch gear on the 711 Oak Street property to provide the Village access to the switch gear.

3. A 12-inch easement along the east side of the Property for proposed underground conduits which will extend from the 711 Oak Street property to Elm Street.

L. Electrical Power Cables. Pursuant to the Final Development Plans, the Proposed Development will require the existing electrical power cables and transformers to be removed. When Owner proceeds with the construction of the Proposed Development, the Owner, at its sole cost, must remove such electrical power cables and transformers in a manner approved by the Director of Water and Electric.

M. Public Improvements. Pursuant to the Development Agreement, the Owner will construct certain public improvements, including streetscape improvements on Lincoln Avenue

which includes the entire existing Elm Street and Lincoln Avenue roadways adjacent to the Proposed Development, and will mill, resurface, and stripe those roadways due to anticipated wear and tear from the construction of the Proposed Development. Owner will also (i) construct a retaining wall, pad, and fence for a transformer and lighting controller; (ii) install lighting controller on the pad, and purchase and install the conduit and cable from the lighting controller to the east side of Lincoln Avenue.

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

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

3. All materials used in maintaining and repairing the Property and the Existing Buildings must be of equal or better quality than the existing materials.

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

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

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

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

S. Continued Cooperation. Owner will meet separately on a regular basis with the Hadley Institute and representatives from the 711 Oak Street property in order to eliminate, or reduce to the greatest extent possible, the impact on those properties and operations of the construction and use of the Proposed Development. Unless the Owner and the respective representatives of the Hadley Institute and 711 Oak Street agree otherwise, these meetings will occur once a month during the first 12 months after commencement of construction and once every two months thereafter until the final certificate of occupancy for the Proposed Development is issued. The Owner will provide the Village with reasonably documented written reports outlining the issues discussed at the meetings undertaken pursuant to this Subsection; provided, however, if the Village is also in attendance at the meeting, a report by the Owner to the Village is not required. Nothing in this paragraph (or the consultations required under this paragraph) will create any different obligations or restrictions than those provided otherwise in this Agreement, except as the Village and the Owner may mutually agree.

T. Interference Mitigation for Businesses. Owner's construction activities for the Development will be performed pursuant to a plan that demonstrates how the Owner will minimize, to the extent reasonably possible, interference with the businesses and pedestrian and vehicular traffic, including parking, in the vicinity of the Property ("***Interference Mitigation Plan***"). The Interference Mitigation Plan will be subject to approval by the Director of Engineering and Director of Community Development and upon that approval will be incorporated into the Construction and Traffic Management Plan approved pursuant to Section 6.F of the Development Agreement. As part of the creation of the Interference Mitigation Plan, the Owner will meet with surrounding businesses in the vicinity of the Property to understand their respective operations in order to tailor the Plan to most effectively minimize business interference and disruption.

U. **License Agreement.** The Owner must execute a license agreement with the Village to allow the Owner to use a portion of the Village's Elm Street Parking Lot for the location of a temporary transformer and a construction safety zone ("*License Agreement*") in substantially the same form as set forth in **Exhibit J** except for minor changes approved by the Village Attorney. The License Agreement must be executed by the Owner prior to the issuance of any demolition and building permits for the Property.

V. **Protection of Buildings on Adjoining Properties During Demolition, Construction and Seismic Monitoring.** Owner will be solely responsible for protecting the buildings on adjoining properties from damage during Owner's demolition of the Existing Buildings and existing structures and construction of the Proposed Development and will be solely responsible for any damage or injury to such buildings or properties caused by such demolition or construction. The means and methods for providing such protection are included in the Vibration and Movement Construction Monitoring Plan, attached to this Ordinance as Exhibit H, subject to any necessary adjustments approved by the Director of Engineering and Director of Community Development or their designees.

W. **Contribution for Public Streetscape Transformer and Lighting Controller.** As part of the streetscape improvements within the public right-of-way adjacent to the Property that the Applicant has agreed to install, the Applicant agrees to pay 50% of the cost to purchase and install the transformer, lighting controller, retaining wall and pad for the transformer and lighting controller, and electric conduit and cable necessary to provide power to said streetscape improvements. The Village will be responsible for the remaining 50% of said costs. The location of transformer and lighting controller, which is along the west side of Lincoln Avenue, is identified on the Final Site Engineering Plans. The Applicant and Village agree to work together to identify the most cost-effective and optimal design for said items. The Owner must (i) construct a retaining wall, pad, and fence for the transformer and lighting controller; (ii) install a lighting controller on the pad, and; (iii) purchase and install the conduit and cable from the lighting controller to the east side of Lincoln Avenue.

SECTION 9: FAILURE TO COMPLY WITH CONDITIONS. Upon failure or refusal of the Owner, or any of its officers, employees, or agents, to comply with any or all of the conditions, restrictions, or provisions of this Ordinance, the Development Agreement, or the Final Plat of Subdivision (collectively, "*Final Approval Documents*"), the permits and approvals granted in the Final Approval Documents may, at the sole discretion of the Village Council, by ordinance duly adopted, be revoked and become null and void. In the event of revocation, the development and use of the Property will be governed solely by the regulations of the C-2 General Retail Commercial and C-2 Commercial Overlay Districts, as the same may, from time to time, be amended. Further, in the event of a revocation of the permits or approvals granted pursuant to the Final Approval Documents, the Village Manager and Village Attorney are hereby authorized and directed to bring any zoning or other enforcement action that may be appropriate under the circumstances.

SECTION 10: PAYMENT OF VILLAGE FEES AND COSTS. Except as otherwise provided in the Development Agreement, the Owner must pay to the Village, as and when due, all application, review, inspection, and permit fees, all water and sewer general and special connection fees, tap-on fees, charges and contributions, and all other fees, expenses, charges and contributions

required by applicable Village codes, ordinances, resolutions, rules or regulations, including, without limitation, the fees, charges and contributions provided in the fee schedules set by Village resolution or established by Village Code. All payments must be at the rates that are in effect at the time the charge is incurred, and the Village reserves its right and discretion to establish or increase rates from time to time.

SECTION 11: NON-INTERFERENCE WITH BUSINESSES. All construction activities for the Proposed Development must be performed so as to minimize, to the greatest extent possible, or eliminate interruption of or interference with the businesses on adjacent properties, and any interference with pedestrian and vehicular traffic, including parking, and other businesses in the vicinity of the Property.

SECTION 12: EFFECT OF FINAL PLAN APPROVAL.

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

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

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

C. Construction. The Owner must commence construction, beyond mere fencing and preparation of the worksite, of the Proposed Development within 60 days after the issuance by the Village of a building permit for the Proposed Development. The construction of the Proposed Development must be substantially complete no later than 24 months after the issuance by the Village of the building permit for the Proposed Development. The timeframes set forth in this Subsection (C) may be extended by the Village Council, by resolution duly adopted, without having to amend this Ordinance, provided the Application: (i) demonstrates that it has proceeded diligently to commence or substantially complete such construction and that its failure to do so is due to circumstances beyond the Owner's control, provided that the financial condition of the Owner shall not be considered a condition beyond the Owner's control; (ii) the Owner is in full compliance with all other applicable development requirements, including the terms of the Final Approval Documents.

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

SECTION 13: HOME RULE POWERS. This Ordinance is passed by the Council of the Village of Winnetka in the exercise of its home rule powers pursuant to Section 6 of Article VII of the Illinois Constitution of 1970.

SECTION 14: EFFECTIVE DATE.

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

1. passage by the Village Council of the Village of Winnetka in the manner required by law;

2. publication in pamphlet form in the manner required by law; and

3. the filing by the Owner, within 10 days after the passage of this Ordinance by the Village Council, for recording in the Office of the Cook County Recorder of Deeds, of an Unconditional Agreement and Consent, signed by Owner, to accept and abide by each and all of the terms, conditions, and limitations set forth in this Ordinance. The Unconditional Agreement and Consent must be in the form of *Exhibit K* attached to, and by this reference made a part of, this Ordinance.

B. In the event that the Owner does not file with the Village Clerk a fully executed copy of the Unconditional Agreement and Consent required pursuant to Paragraph 14.A.3 of this Ordinance within 10 days after the date of passage of this Ordinance by the Village Council then, at the option of the Village Council by resolution duly adopted, this Ordinance will be of no force or effect and be rendered null and void.

[signature page to follow]

PASSED this 21st day of January 2025, pursuant to the following roll call vote:

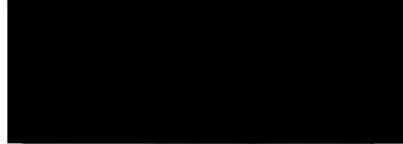
AYES: Trustees Albinson, Apatoff, Dalman, Handler, and Orsic

NAYS: _____

ABSENT: Trustee Dearborn

APPROVED this 21st day of January, 2025.

Signed:



Village President

Countersigned:



Village Clerk

Published by authority of the
President and Village Council of
the Village of Winnetka, Illinois,
this 21st day of January, 2025.

Introduced: January 21, 2025

Passed and Approved: January 21, 2025

EXHIBIT A

Legal Description of Property

PARCEL 1: THE EAST 106 FEET OF THE WEST 109 FEET OF THE NORTH 251 FEET OF BLOCK 24 OF WINNETKA, BEING A SUBDIVISION OF THE NORTHEAST QUARTER OF SECTION 20 AND THE NORTH HALF OF FRACTIONAL SECTION 21, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT HEREFROM THE NORTH 40 FEET TAKEN FOR ELM STREET) ALSO (EXCEPT THAT PART THEREOF DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON WEST LINE OF SAID EAST 106 FEET AT A DISTANCE OF 85 FEET SOUTH OF SOUTH LINE OF ELM STREET THENCE EAST PARALLEL WITH SOUTH LINE OF ELM STREET 10 FEET THENCE SOUTH PARALLEL WITH THE WEST LINE OF SAID EAST 106 FEET A DISTANCE OF 45.84 FEET TO THE NORTH WALL OF A ONE STORY BRICK BUILDING; THENCE WEST ALONG NORTH WALL OF SAID BRICK BUILDING 10 FEET TO WEST LINE OF SAID EAST 106 FEET; THENCE NORTH ALONG THE WEST LINE OF SAID EAST 106 FEET A DISTANCE OF 46 FEET TO PLACE OF BEGINNING) ALSO (EXCEPT THAT PART THEREOF DESCRIBED AS FOLLOWS: BEGINNING AT SOUTHWEST CORNER OF THE ABOVE DESCRIBED PROPERTY AND RUNNING THENCE NORTH ALONG WEST LINE THEREOF 46.35 FEET TO INTERSECTION WITH A CURVED LINE OF 1163 FOOT RADIUS CONVEX NORTHEASTERLY; THENCE SOUTHEASTERLY ALONG SAID CURVED LINE OF 1163 FOOT RADIUS, 25.88 FEET, AS MEASURED ALONG THE CHORD TO A POINT OF REVERSE CURVE; THENCE SOUTHERLY ALONG A CURVED LINE OF 1087 FEET RADIUS CONVEX SOUTHWESTERLY 25.69 FEET MEASURED ALONG THE CHORD TO A POINT IN SOUTH LINE OF AFORESAID EAST 106 FEET OF WEST 109 FEET OF THE NORTH 251 FEET OF BLOCK 24 WINNETKA, 22.26 FEET EAST OF THE SOUTHWEST CORNER THEREOF AND THENCE WEST ALONG SAID SOUTH LINE 22.26 FEET TO PLACE OF BEGINNING) ALSO, THE EAST 54 FEET OF THE WEST 163 FEET OF THE NORTH 211 FEET OF THAT PART OF BLOCK 24 OF CHARLES E. PECK'S SUBDIVISION LYING SOUTH OF THE SOUTH LINE OF ELM STREET IN WINNETKA IN FRACTIONAL SECTION 21, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

PARCEL 2: THAT PART OF LOT 1 IN PROUTY HOMESTEAD SUBDIVISION OF ALL OF BLOCKS 24 AND 25, LYING NORTHEASTERLY OF THE RIGHT OF WAY OF THE CHICAGO AND MILWAUKEE ELECTRIC RAILROAD, EXCEPT THE NORTH 211.00 FEET OF SAID BLOCK 24, ALSO THE WEST 3.00 FEET OF THE NORTH 211.00 FEET OF SAID BLOCK 24, ALL IN WINNETKA, A SUBDIVISION BY CHARLES E. PECK OF THE NORTHEAST 1/4 OF SECTION 20, AND THE FRACTIONAL NORTH 1/2 OF FRACTIONAL SECTION 21, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING IN THE NORTH LINE OF SAID LOT, 197.85 FEET EAST OF THE NORTHWEST CORNER THEREOF; THENCE EAST ALONG SAID NORTH LINE 10.00 FEET TO THE NORTHEAST CORNER OF SAID LOT; THENCE SOUTH ALONG THE EAST LINE OF SAID LOT TO A POINT 46.35 FEET NORTH OF THE SOUTH LINE OF THE NORTH 211.00 FEET OF BLOCK 24 AFORESAID; THENCE NORTHWESTERLY ALONG A CURVED LINE CONVEX TO THE NORTHEAST, WITH A RADIUS OF 1163.00 FEET, 105.94 FEET TO THE INTERSECTION OF SAID CURVED LINE, WITH A LINE DRAWN 72.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID LOT AT A POINT 51.15 FEET WEST OF THE EAST LINE OF SAID LOT; THENCE EAST ALONG SAID PARALLEL LINE, 41.15 FEET; THENCE NORTH PARALLEL WITH SAID EAST LINE TO THE PLACE OF BEGINNING, IN THE VILLAGE OF WINNETKA, IN COOK COUNTY, ILLINOIS;

PARCEL 3: THAT PART OF THE EAST 106.00 FEET OF THE WEST 109.00 FEET OF THE NORTH 251.00 FEET (EXCEPT THE NORTH 40.00 FEET TAKEN FOR ELM STREET) OF BLOCK 24 IN WINNETKA, BEING A SUBDIVISION OF THE NORTHEAST 1/4 OF SECTION 20 AND THE NORTH 1/2 OF FRACTIONAL SECTION 21, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE WEST LINE OF SAID EAST 106.00 FEET AT A DISTANCE OF 85.00 FEET SOUTH OF THE SOUTH LINE OF ELM STREET; THENCE EAST PARALLEL WITH THE SOUTH LINE OF ELM STREET, 10.00 FEET; THENCE SOUTH PARALLEL WITH THE WEST LINE OF SAID EAST 106.00 FEET, A DISTANCE OF 45.84 FEET TO A POINT; THENCE WEST 10.00 FEET TO THE WEST LINE OF SAID EAST 106.00 FEET; THENCE NORTH ALONG THE WEST LINE OF SAID EAST 106.00 FEET, A DISTANCE OF 46.00 FEET TO THE PLACE OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS;

PARCEL 4: THE EAST 55.4 FEET OF THE WEST 218.4 FEET OF THE NORTH 211 FEET OF THAT PART OF BLOCK 24 LYING SOUTH OF ELM STREET IN THE VILLAGE OF WINNETKA IN SECTION 20 AND SECTION 21, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

PARCEL 5: THAT PART OF LOT 1 IN PROUTY HOMESTEAD SUBDIVISION OF ALL OF BLOCKS 24 AND 25 LYING NORTHEASTERLY OF THE RIGHT OF WAY OF THE CHICAGO AND MILWAUKEE ELECTRIC RAILROAD (EXCEPT THE NORTH 211 FEET OF SAID BLOCK 24) ALSO THE WEST 3 FEET OF THE NORTH 211 FEET OF SAID LOT 24, ALL IN WINNETKA, A SUBDIVISION BY CHARLES E. PECK OF THE NORTHEAST 1/4 OF SECTION 20, AND THE FRACTIONAL NORTH 1/2 OF FRACTIONAL SECTION 21, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE NORTH LINE OF SAID LOT 1, 153.5 FEET EAST OF THE NORTHWEST CORNER OF SAID LOT 1, THENCE EAST ALONG THE NORTH LINE OF SAID LOT 1, 44.3 FEET, THENCE SOUTH PARALLEL WITH THE EAST LINE OF SAID LOT 1, 72 FEET, THENCE WEST PARALLEL WITH THE NORTH LINE OF SAID LOT 41.15 FEET TO THE INTERSECTION OF A CURVED LINE CONVEX NORTHEASTERLY WITH A RADIUS OF 1,163 FEET, THENCE NORTHWESTERLY ALONG SAID CURVED LINE 6.12 FEET AS MEASURED ALONG THE CHORD TO ITS INTERSECTION WITH A LINE DRAWN PARALLEL WITH THE EAST LINE OF SAID LOT FROM A POINT IN THE NORTH LINE OF SAID LOT 153.5 FEET EAST OF NORTHWEST CORNER THEREOF, THENCE NORTH ALONG SAID PARALLEL LINE TO THE PLACE OF BEGINNING IN COOK COUNTY, ILLINOIS;

PARCEL 6: LOT 1 IN PROUTY HOMESTEAD SUBDIVISION OF ALL OF BLOCKS 24 AND 25, LYING NORTHEASTERLY OF THE RIGHT OF WAY OF THE CHICAGO AND MILWAUKEE ELECTRIC RAILROAD, EXCEPT THE NORTH 211 FEET OF SAID BLOCK 24 ALSO THE WEST 3 FEET OF THE NORTH 211 FEET OF SAID BLOCK 24, ALL IN WINNETKA, A SUBDIVISION BY CHARLES E. PECK OF THE NORTHEAST 1/4 OF SECTION 20, AND THE FRACTIONAL NORTH 1/2 OF FRACTIONAL SECTION 21, ALL IN TOWNSHIP 42 N, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THAT PART OF SAID LOT 1 DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE NORTH LINE OF SAID LOT 1, 153.5 FEET EAST OF THE NORTHWEST CORNER OF SAID LOT 1, THENCE EAST ALONG THE NORTH LINE OF SAID LOT 1, 44.35 FEET, THENCE SOUTH PARALLEL WITH THE EAST LINE OF SAID LOT 1, 72 FEET, THENCE WEST PARALLEL, WITH THE NORTH LINE OF SAID LOT 1, 44.35 FEET, THENCE NORTH 72 FEET MORE OR LESS TO THE POINT OF BEGINNING; AND ALSO EXCEPT THAT PART OF SAID LOT 1 LYING SOUTHWESTERLY OF A LINE DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE NORTH LINE OF SAID LOT 1, BEING THE SOUTH LINE OF ELM STREET, 110.79 FEET EAST OF THE NORTHWEST CORNER OF SAID LOT 1 AND

RUNNING THENCE SOUTHEASTERLY PARALLEL WITH AND 93 FEET NORTHEASTERLY OF AS MEASURED AT RIGHT ANGLES TO THE SOUTHWESTERLY LINE OF SAID LOT 1, 62.41 FEET TO A POINT OF CURVE, THENCE SOUTHEASTERLY ALONG A CURVED LINE CONVEX NORTHEASTERLY AND HAVING A RADIUS OF 1163 FEET, 17.1 FEET AS MEASURED ALONG THE CHORD OF SAID CURVE TO A POINT IN A LINE DRAWN PARALLEL WITH THE EAST LINE OF SAID LOT 1 FROM A POINT IN THE NORTH LINE OF SAID LOT 1, 153.5 FEET EAST OF THE NORTHWEST CORNER OF SAID LOT 1, THENCE SOUTH ALONG SAID PARALLEL LINE, 5.20 FEET TO A POINT 72 FEET SOUTH OF THE NORTH LINE OF SAID LOT 1, THENCE EAST PARALLEL WITH THE NORTH LINE OF SAID LOT 1, 3.20 FEET TO A POINT OF INTERSECTION WITH THE PROLONGATION OF A CURVED LINE OF 1163 FEET RADIUS HEREINBEFORE DESCRIBED, THENCE SOUTHEASTERLY ALONG SAID CURVED LINE 105.94 FEET AS MEASURED ALONG THE CHORD TO A POINT IN THE EAST LINE OF SAID LOT 1, 46.35 FEET NORTH OF THE SOUTH LINE OF THE NORTH 211 FEET OF BLOCK 24; AND ALSO EXCEPT THAT PART OF LOT 1 DESCRIBED AS FOLLOWS: BEGINNING IN THE NORTH LINE OF SAID LOT 1, 197.85 FEET EAST OF THE NORTHWEST CORNER THEREOF; THENCE EAST ALONG SAID NORTH LINE 10 FEET TO THE NORTHEAST CORNER OF SAID LOT 1; THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 1 TO A POINT 46.35 FEET NORTH OF THE SOUTH LINE OF THE NORTH 211 FEET OF BLOCK 24 AFORESAID; THENCE NORTHWESTERLY ALONG A CURVED LINE CONVEX TO THE NORTHEAST WITH A RADIUS OF 1163 FEET, 105.94 FEET TO THE INTERSECTION OF SAID CURVED LINE WITH A LINE DRAWN 72 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID LOT 1 AT A POINT 51.15 FEET WEST OF THE EAST LINE OF SAID LOT 1; THENCE EAST ALONG SAID PARALLEL LINE 41.15 FEET; THENCE NORTH PARALLEL WITH SAID EAST LINE TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PINs:

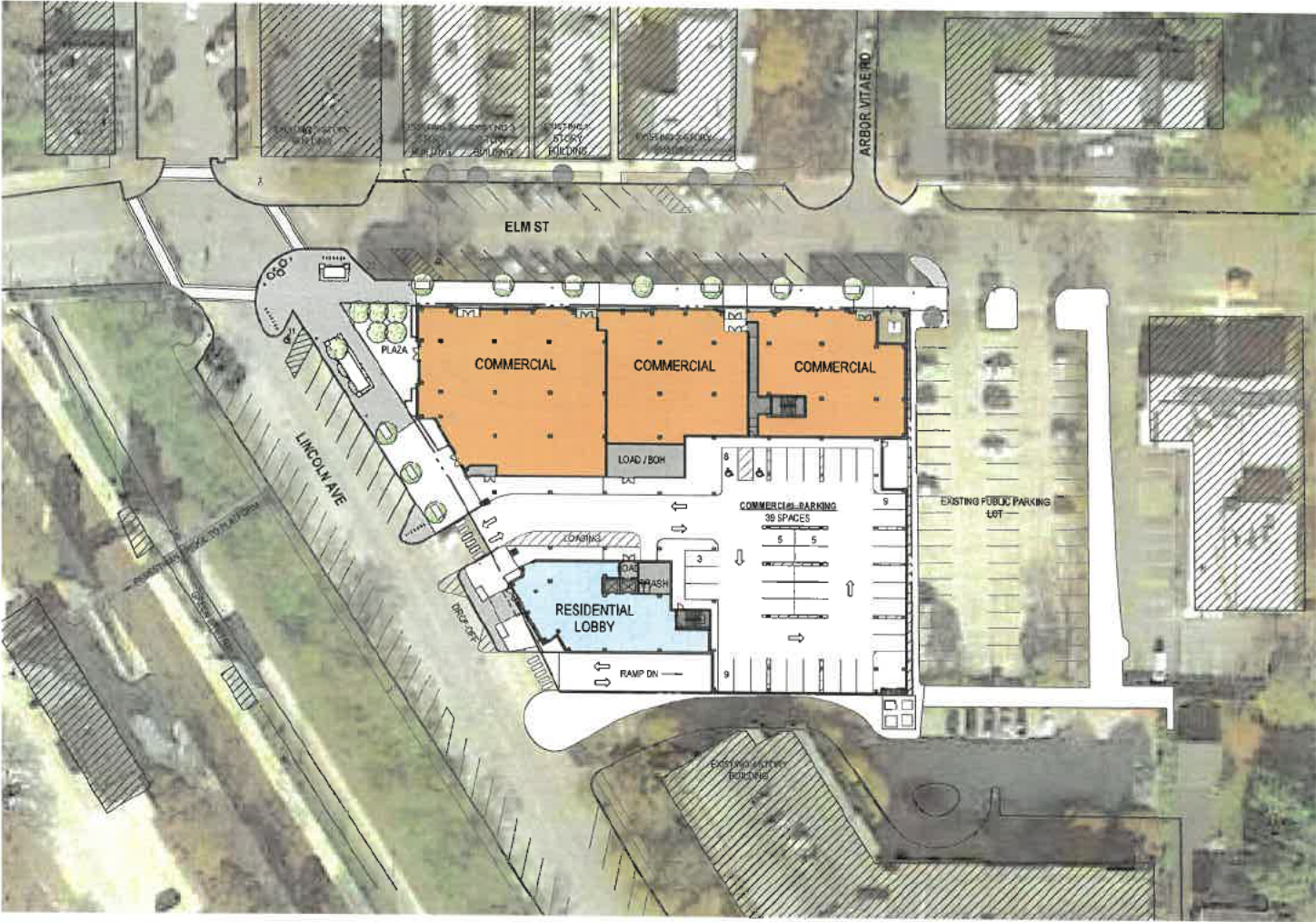
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EXHIBIT B

Floor and Site Plan

SITE PLAN

DEVELOPMENT SUMMARY				
SITE AREA: 52,730 SF (1.21 ACRES)		ZONING DISTRICT: C-2		
BUILDING AREA				
	GROSS	RENTABLE (RESIDENTIAL)	COMMERCIAL	PARKING
LEVEL 01	47,860 SF	--	--	43,771 SF
LEVEL 02	47,860 SF	--	19,500 SF	22,066 SF
LEVEL 03	35,024 SF	28,736 SF	--	--
LEVEL 04	35,024 SF	30,819 SF	--	--
TOTAL	197,228 SF	84,869 SF	19,500 SF	65,827 SF
AVERAGE UNIT SIZE: +1,461 SF				
PARKING				
	RESIDENTIAL	COMMERCIAL	TOTAL	
LOWER LEVEL	111	--	111	
GROUND LEVEL	--	30	30	
TOTAL PROVIDED	111	30	141	
RATIO	1.54/NIT	2.04/1,000 SF		



1 SITE PLAN
SCALE: 1" = 60'-0"



OKW ARCHITECTS
600 W. Jackson, Suite 250
Chicago, IL 60661



ONE WINNETKA - MIXED USE DEVELOPMENT
ELM ST. & LINCOLN AVE., WINNETKA, IL
January 13, 2025 Project #: 21077

FLOOR PLANS

- REQUIRED EXCEPTIONS

FRONT SETBACK - MAXIMUM 42'-0" PROPOSED (ALONG LINCOLN AVE)

CORNER SETBACK - MAXIMUM 18'-10" PROVIDED (ALONG ELM)

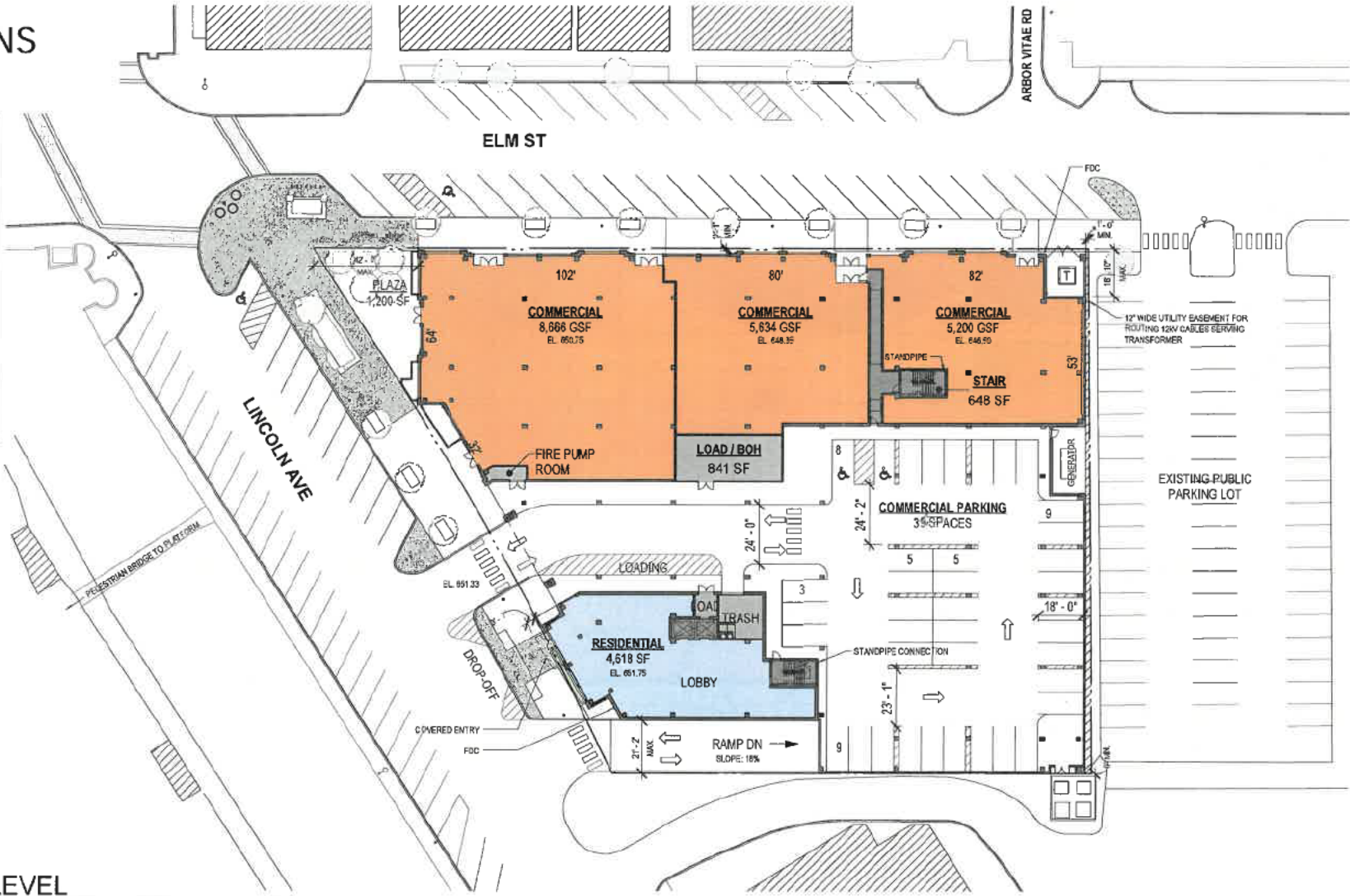
REAR SETBACK - MIN. 1'-0" PROPOSED (ALONG EAST PROPERTY LINE)

NO 5'-0" LANDSCAPE AREA PROPOSED (ALONG EAST PROPERTY LINE)

REAR LOT LINE ABUTTING A SIDE LOT LINE EXCEPTION (ALONG EAST PROPERTY LINE)

- SPECIAL USE REQUIRED

- PARKING ON STREET (GROUND) LEVEL.
 - MEDICAL AND FINANCIAL SERVICES AT GROUND FLOOR.



1

GROUND LEVEL

SCALE: 1" = 40'-0"

OKW

Architects

OKW ARCHITECTS

600 W. Jackson, Suite 250

Chicago, IL 60661



ONE WINNETKA - MIXED USE DEVELOPMENT

ELM ST. & LINCOLN AVE., WINNETKA, IL

January 13, 2025 Project #: 21077

**WINNETKA PLAN COMMISSION MEETING MINUTES EXCERPT
OCTOBER 22, 2025**

Members Present:

Layla Danley, Chairperson
Matthew Bradley
Mamie Case
Chris Enck
King Poor
Cyrus Subawalla
Kate Van Vlack

Members Absent:

Jonathan Alt
Christopher Blum

Non-Voting Members Present:

Bridget Orsic

Village Staff:

Scott Mangum, Community Development Director
Ann Klaassen, Assistant Director of Community
Development
Christopher Marx, Associate Planner

a. **Case No. 25-20-SU: 730 Elm Street, Suite 130 - Winnetka Aesthetic Studio: An application seeking approval of a Special Use Permit submitted by Paul Phelps of Winnetka Aesthetic Studio, as the prospective lessee of the commercial space located at 730 Elm Street to allow a medical office in the C-2 General Retail Commercial Overlay District. The property is currently owned by MDG Winnetka One, LP. The Village Council has final jurisdiction on this request.**

Mr. Marx identified the applicant who is seeking a special use to open a Winnetka location for their existing cosmetic surgery practice and identified the space in the One Winnetka building currently under construction. He identified the property's location and the proposed space to be occupied on Elm Street, as well as its zoning classification with a portion of the space being located in the Overlay District. Mr. Marx noted Charles Schwab would also occupy space in the building and identified the Overlay District in a map for the Commission as well as the proposed space's shared entrance location. He also summarized the special use standards and Overlay District standards. Mr. Marx referred to the applicant's floor plan and noted any signage would have to be approved by the DRB. He also summarized the proposed medical office's floor plan, use, and hours of operation.

Mr. Marx then summarized the parking requirements and the applicant's proposed parking plan. He also summarized the approved ordinance relating to One Winnetka and that the proposed use complied with the special use standards. Mr. Marx referred to the applicant's responses to the remaining standards identified on page nos. 9 and 10 and stated the Commission is to review whether the request is consistent with the remaining standards. He stated following the applicant's presentation, public comment, and Commission discussion, a Commission Member may make a motion to continue the hearing to a date certain to provide the applicant time to answer any questions or consider a motion recommending approval or denial of the special use permit. Mr. Marx then asked if there were any questions.

Chairperson Danley referred to the ground floor plan and asked for clarification with regard to the

1 windows and the tenant's visibility which Mr. Marx explained to the Commission. Mr. Bradley questioned
2 a specific standard relating to the northwest corner's occupancy. Mr. Marx provided clarification to the
3 Commission and referred to Attachment B on page 26. He confirmed the proposed tenant and Charles
4 Schwab are the first two tenants for the building. Ms. Van Vlack asked if it is typical for the first two typical
5 tenants to be special use requests. Ms. Klaassen responded it is not common to have a new commercial
6 building constructed in Winnetka, so this isn't a common occurrence, and referred to the size of the
7 building being constructed and explained how the applicant went through the planned development
8 process in connection with the special use requests.

9
10 Chairperson Danley swore in those speaking to the matter. Paul Phelps stated he had nothing to add to
11 Mr. Marx's presentation. Chairperson Danley then asked if there were any questions from the
12 Commission.

13
14 Mr. Subawalla asked for clarification with regard to the OR. Mr. Phelps explained the different standards
15 for different operating procedures and how the operation rooms are used in other locations and the
16 procedures they perform. Ms. Van Vlack questioned anesthetic equipment and how it would be safely
17 stored so as not to affect the other tenants. Mr. Phelps explained how the setup would be similar to that
18 used in their Lincoln Park location in terms of storage and ventilation requirements. He also stated he
19 could provide the architect's information who could provide additional information as well as how
20 equipment would be delivered and their delivery schedule. Mr. Phelps then explained how the minimal
21 amount of surgical waste would be disposed. Mr. Poor questioned how signage would be displayed. Mr.
22 Phelps explained where the signage would be located and that there would be no window frontage.

23
24 Chairperson Danley stated the space would accommodate more patients than his existing satellite office
25 and asked if this location would operate significantly different than the satellite office. Mr. Phelps
26 explained the consultation and post-operative services they would provide and the minimal surgical waste
27 produced. Chairperson Danley referred to the ground floor plan illustration and commented on the small
28 space sizes. Mr. Phelps referred to the discussion of possible tenants for those spaces. He added there
29 would be revenue generated by their use. Trustee Orsic described the request as a good use of the medical
30 office space and referred to the amount of traffic the use would generate compared to other medical
31 uses. Mr. Phelps confirmed the Lincoln Park location would remain open and provided his schedule to the
32 Commission. No additional questions were raised at this time.

33
34 Chairperson Danley stated there is no one in the audience to comment and called the matter in for
35 discussion. She identified the standards the Commission is tasked to consider. Mr. Bradley stated he would
36 be fully in support of the request with the anticipation of special use requests of this type as a result of
37 planned development process. He stated the request conformed in all other respects. Trustee Orsic
38 agreed it is a great plan. Ms. Case agreed with the comments made and that the request would bring in
39 more traffic. She described the plan as well thought through. Ms. Van Vlack agreed the plan is great and
40 the applicant would be a good tenant for the space with her only concern being patient privacy. She
41 referred to the limited amount of space in the back for vehicles parked there in terms of patient pick up.
42 Ms. Van Vlack concluded the applicant would be a wonderful tenant for the space. Mr. Poor stated he is
43 comforted by the fact that these would be the only two special uses on the ground floor which respected
44 the purpose of the Overlay District. He stated he is also satisfied that the requirements were met and it
45 would be a good fit for One Winnetka. Mr. Enck stated the request made sense for the space designed
46 since it would be set back with commercial spaces on either side having more street frontages. He stated
47 he had no issues with regard to the request. Chairperson Danley stated she had no concerns with regard
48 to the request and described it as a good use for the space. She stated they need to be deliberate in

1 connection with the spaces which would flank the use on either side and agreed the use of the space met
2 the standards.

3
4 Chairperson Danley asked for a motion. A motion was made by Ms. Case to recommend approval of the
5 requested space use of the applicant to operate a medical office at 730 Elm Street, Suite 130, within the
6 C-2 Commercial Overlay District, based on the findings of fact and citing standard nos. 4, 5, 6, 8, 9, 10, 11
7 and 12. Mr. Bradley seconded the motion. A vote was taken and the motion unanimously passed, 7 to 0:

8 AYES: Bradley, Case, Danley, Enck, Poor, Subawalla, Van Vlack

9 NAYS: None

10 NON-VOTING: Orsic

11
12 ***

13
14 Respectfully submitted,

15
16 Antionette Johnson

17 Recording Secretary



Agenda Item Executive Summary

TITLE: Ordinance No M-19-2025: Granting a Variation from the Winnetka Zoning Ordinance to Allow the Construction of an Addition to an Existing Detached Garage Within the R-1 Single Family Residential District (20 Fox Lane) (Adoption)

PRESENTER: Scott Mangum

AGENDA DATE: December 2, 2025

CONSENT: No

ITEM TYPE: Ordinances and Resolutions

ITEM HISTORY:

None.

EXECUTIVE SUMMARY:

INTRODUCTION

On December 2, 2025, the Village Council is scheduled to consider Ordinance No. M-19-2025 in response to an application submitted by Brendan and Colleen Carroll (collectively, the "Applicant"), on behalf of the property owner Chicago Title Land Trust Company, As Trustee Under Trust #8002364810 dtd. May 12, 2014, for the property located at 20 Fox Lane (the "Subject Property"). (Attachment 1) The Applicant requests approval of the following zoning variation to allow construction of an addition to the existing detached garage on the Subject Property:

Side Yard Setback of 5.96 feet, whereas a minimum of 12 feet is required, a variation of 6.04 feet (50.33%) [Section 17.30.060 – Side Yard Setback].

The variation is being requested in order to construct an addition to the existing detached garage located in the northeast portion of the property. The existing storage shed on the south side of the garage would be removed and an addition of approximately 286 square feet would be constructed in its place. The proposed addition would have a matching roof pitch with an additional door and window along the front face of the garage with added aesthetics intended to give the structure a uniform look. The addition is intended to provide extra storage space, in addition to the existing vehicle capacity of the garage.

While the proposed addition would maintain the same plane as the east side of the existing garage, which is legally nonconforming with its encroachment into the required side yard setback of 12 feet, the addition would encroach further because the width of the lot narrows from the front to rear property lines. With the exception of the required side yard setback, the proposed addition would comply with all other zoning regulations.

ADVISORY BOARD/COMMISSION REVIEW

On November 3, 2025, the Historic Preservation Commission (HPC) conducted an advisory review of the proposed addition, as required for any exterior alteration to a local landmark. The HPC determined that the proposed alterations are appropriate to the preservation of the Subject Property and it would continue to meet the criteria for designation as a locally designated landmark.

The Zoning Board of Appeals (ZBA) considered the request on November 10, 2025. Attachment 2 includes the staff report and draft meeting minutes, which summarize the request. After hearing from staff and the Applicant and receiving no written or verbal comments from the public, the Board discussed the request. The Board noted the unique placement of the existing nonconforming garage and the limited scope of the proposed addition. Some members considered how the request met the hardship standard while others pointed out that the addition would be small and not be disruptive to the neighboring property. Ultimately, by a vote of 4-0, the Board recommended approval of the request.

RECOMMENDATION:

Given the ZBA recommendation of approval was unanimous, the Council may wish to (a) consider waiving introduction of Ordinance No. M-19-2025 and consider adoption of the Ordinance, OR (b) consider only introduction of Ordinance No. M-19-2025.

ATTACHMENTS:

1. Ordinance No. M-19-2025: Granting a Variation to Allow Construction of an Addition to an Existing Detached Garage (20 Fox Lane)
2. November 10, 2025, ZBA Meeting Staff Report and Meeting Minutes

ORDINANCE NO. M-19-2025

AN ORDINANCE GRANTING A VARIATION FROM THE
WINNETKA ZONING ORDINANCE TO ALLOW THE CONSTRUCTION
OF AN ADDITION TO AN EXISTING DETACHED GARAGE WITHIN
THE R-1 SINGLE FAMILY RESIDENTIAL DISTRICT
(20 Fox Lane)

WHEREAS, Chicago Title Land Trust Company, As Trustee Under Trust #8002364810 dtd. May 12, 2014 (*“Applicant”*) is the record title owner of the parcel of real property commonly known as 20 Fox Lane 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 1.65 acres in area and located within the R-1 Single Family Residential District of the Village (*“R-1 District”*) and is improved with a single-family residence and detached garage (*“Detached Garage”*), which Detached Garage is legally nonconforming as it provides a side yard setback of 6.9 feet from the east property line, encroaching into the minimum required setback of 12 feet by 5.1 feet; and

WHEREAS, the Applicant desires to construct an addition to the Detached Garage (*“Proposed Addition”*); and

WHEREAS, the Subject Property is a legally nonconforming interior lot that has a depth of 282.84 feet, while the minimum required lot depth in the R-1 District is 300 feet; and

WHEREAS, pursuant to Section 17.30.060 of the Winnetka Zoning Ordinance (*“Zoning Ordinance”*), the minimum required side yard setback for the Subject Property is 12 feet; and

WHEREAS, to construct the Proposed Addition on the Subject Property, the Applicant filed an application for a variation from Section 17.30.060 to allow a side yard setback of 5.96 feet from the east property line (*“Variation”*); and

WHEREAS, on November 10, 2025, 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 zero opposed, recommended that the Council of the Village of Winnetka (*“Village Council”*) approve the Variation; and

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

WHEREAS, the Village Council has determined that approval of the Variation for the Subject Property within the R-1 District is in the best interest of the Village and its residents;

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

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

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

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

- A. **Commencement of Construction.** The Applicant must commence the construction of the Proposed Addition no later than 12 months after the effective date of this Ordinance.
- B. **Compliance with Regulations.** Except to the extent specifically provided otherwise in this Ordinance, the development, use, and maintenance of the Proposed Addition and Subject Property must comply at all times with all applicable Village codes and ordinances, as they have been or may be amended over time.
- C. **Reimbursement of Village Costs.** In addition to any other costs, payments, fees, charges, contributions, or dedications required under applicable Village codes, ordinances, resolutions, rules, or regulations, the Applicant must pay to the Village, promptly upon presentation of a written demand or demands therefor, of all fees, costs, and expenses incurred or accrued in connection with the review, negotiation, preparation, consideration, and review of this Ordinance. Payment of all such fees, costs, and expenses for which demand has been made shall be made by a certified or cashier's check. Further, the Applicant must pay upon demand all costs incurred by the Village for publications and recordings required in connection with the aforesaid matters.
- D. **Compliance with Plans.** The development, use, and maintenance of the Proposed Addition on the Subject Property must be in strict accordance with the plans prepared by Aspect Design Inc., consisting of three sheets, with a latest revision date of September 23, 2025, copies of which are attached to, and by this reference, made part of this Ordinance as **Exhibit B (“Plans”)**, except for minor changes and site work approved by the Director of Community Development or the Director of Engineering (within their respective permitting authority) in accordance with all applicable Village codes, ordinances, and standards.

SECTION 4: RECORDATION; BINDING EFFECT. A copy of this Ordinance will be recorded with the Cook County Clerk Recording Division. This Ordinance and the privileges,

obligations, and provisions contained herein inure solely to the benefit of, and are binding upon, the Applicant and each of its heirs, representatives, successors, and assigns.

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

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

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

SECTION 8: EFFECTIVE DATE.

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

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

B. In the event that the Applicant does not file with the Village Clerk a fully executed copy of the unconditional agreement and consent described in Section 8.A.3 of this Ordinance within 60 days after the date of passage of this Ordinance by the Village Council, the Village

Council shall have the right, in its sole discretion, to declare this Ordinance null and void and of no force or effect.

[SIGNATURE PAGE FOLLOWS]

PASSED this 2nd day of December, 2025, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this ____ day of _____, 2025.

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 _____,
2025.

Introduced: December 2, 2025

Passed and Approved: _____, 2025

EXHIBIT A

LEGAL DESCRIPTION OF SUBJECT PROPERTY

PARCEL 1: A TRACT OF LAND DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT IN THE WEST LINE OF LOT 49 IN INDIAN HILL SUBDIVISION NO. 5, A SUBDIVISION IN THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 29, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, (SAID WEST LINE OF LOT 49 BEING ALSO THE EASTLINE OF VACATED WASHINGTON STREET) 19.18 FEET SOUTH OF THE NORTHWEST CORNER OF SAID LOT 49 (SAID POINT BEING ALSO ON THE SOUTH LINE OF PORTER AVENUE EXTENDED EAST); THENCE SOUTH ALONG THE WESTLINE OF SAID LOT 49 (BEING THE EAST LINE OF VACATED WASHINGTON STREET) 124.75 FEET TO THE SOUTH LINE OF LOT 5 (EXTENDED EAST) IN BLOCK 2 OF BRADFORD AND PORTER'S ADDITION TO KENILWORTH, A SUBDIVISION OF THE WEST 1/2 OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 29 AFORESAID; THENCE WEST ALONG THE SAID SOUTH LINE AND SAID LINE EXTENDED OF SAID LOT 5, 38 FEET TO A POINT IN THE SOUTH LINE OF SAID LOT 5, 8 FEET WEST OF THE SOUTHEAST CORNER OF SAID LOT 5; THENCE NORTH ALONG A LINE 8 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF LOTS 5, 4, 3, 2 AND 1 OF SAID BLOCK 2, 124.75 FEET TO THE NORTH LINE OF SAID LOT (BEING ALSO THE SOUTHLINE OF PORTER AVENUE); THENCE EAST ALONG THE NORTH LINE OF SAID LOT 1 (BEING ALSO THE SOUTH LINE OF PORTER AVENUE) AND SAID LINE EXTENDED, 38 FEET TO POINT OF BEGINNING; SAID PROPERTY BEING THE EAST & FEET OF LOTS 1 TO 5 INCLUSIVE IN BLOCK 2 OF BRADFORD AND PORTER'S ADDITION AFORESAID, TOGETHER WITH THE VACATED WASHINGTON STREET ADJOINING, IN COOK COUNTY, ILLINOIS.

PARCEL 2: A TRACT OF LAND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE WEST LINE OF LOT 49 IN INDIAN HILL SUBDIVISION NO. 5 AFORESAID, (BEING ALSO THE EAST LINE OF VACATED WASHINGTON STREET) 143.93 FEET SOUTH OF THE NORTHWEST CORNER OF SAID LOT 49 (SAID POINT BEING ALSO ON THE NORTH LINE OF LOT 6 EXTENDED EAST IN BLOCK 2 OF BRADFORD AND PORTER'S ADDITION AFORESAID); THENCE SOUTH ALONG THE WEST LINE OF SAID LOT 49 (BEING THE EAST LINE OF VACATED WASHINGTON STREET) 124.75 FEET TO THE SOUTH LINE OF LOT 10 IN SAID BLOCK 2 EXTENDED EAST; THENCE WEST ALONG THE SAID SOUTH LINE AND SAID SOUTH LINE EXTENDED OF SAID LOT 10, 38 FEET TO A POINT IN THE SOUTH LINE OF SAID LOT 10, 8 FEET WEST OF THE SOUTHEAST CORNER OF SAID LOT 10; THENCE NORTH ALONG A LINE 8 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF LOTS 10, 9, 8, 7 AND 6 OF SAID BLOCK 2, 124.75 FEET TO THE NORTH LINE OF SAID LOT 6; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 6 AND SAID LINE EXTENDED 38 FEET TO THE POINT OF BEGINNING; SAID

PROPERTY BEING THE EAST 8 FEET OF LOTS 6 TO 10 INCLUSIVE IN BLOCK 2 OF BRADFORD AND PORTER'S ADDITION AFORESAID, TOGETHER WITH VACATED WASHINGTON STREET ADJOINING;

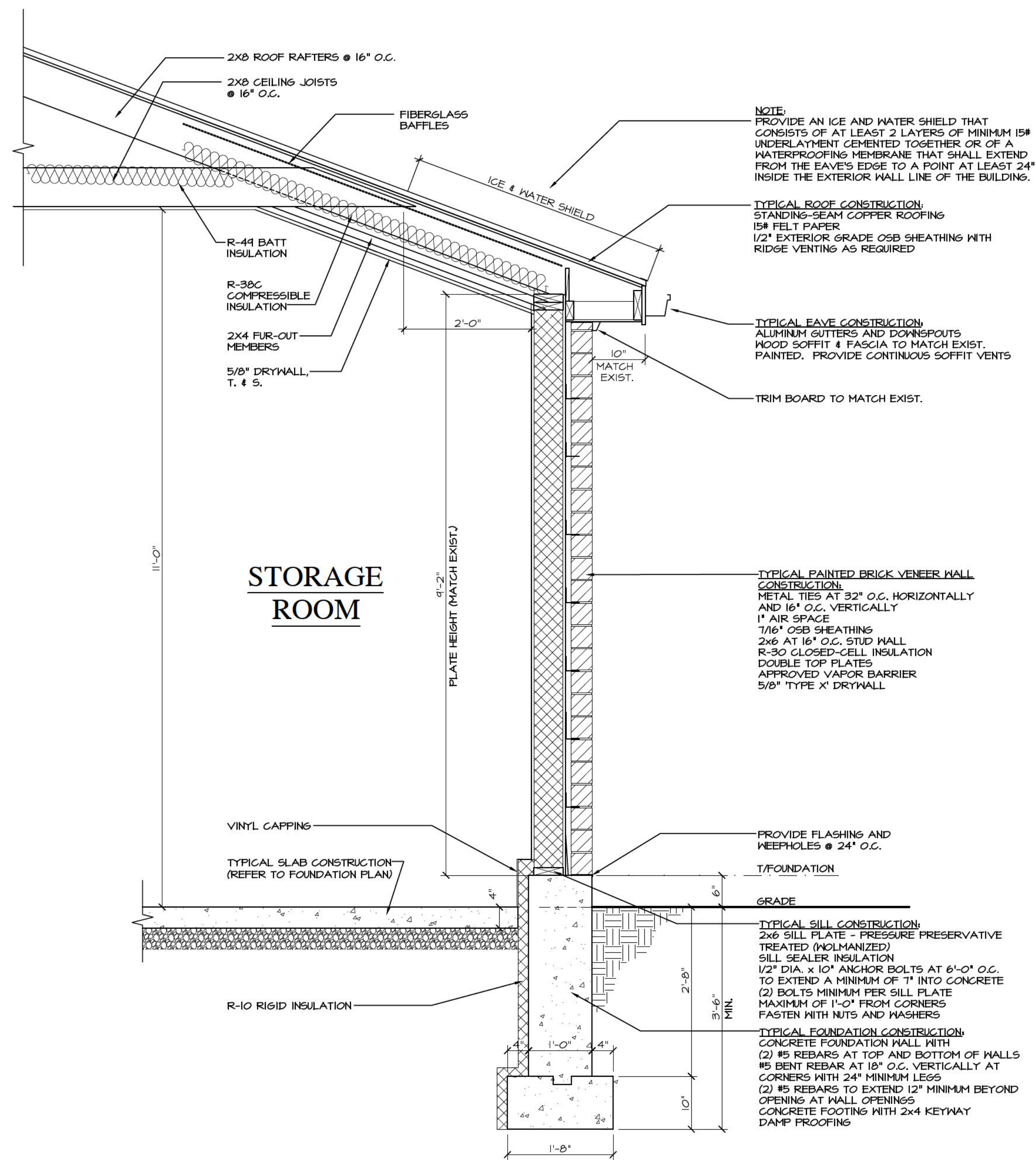
PARCEL 3: ALL THAT PART OF LOT 49 IN INDIAN HILL SUBDIVISION NO. 5, BEING A SUBDIVISION IN THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 29, TOWNSHIP 42 NORTH RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN,

LYING NORTH OF A LINE BEGINNING AT A POINT IN THE WEST LINE OF SAID LOT 49, 282.84 FEET SOUTH OF THE NORTHWEST CORNER OF SAID LOT 49 AND RUNNING THENCE EAST PARALLEL TO THE NORTH LINE OF SAID LOT 49, 212.17 FEET, MORE OR LESS, TO THE EASTERLY LINE OF SAID LOT 49, ALL IN COOK COUNTY, ILLINOIS.

Commonly known as 20 Fox Lane, Winnetka, Illinois.

PINs: 05-29-201-002-0000; 05-29-202-035-0000

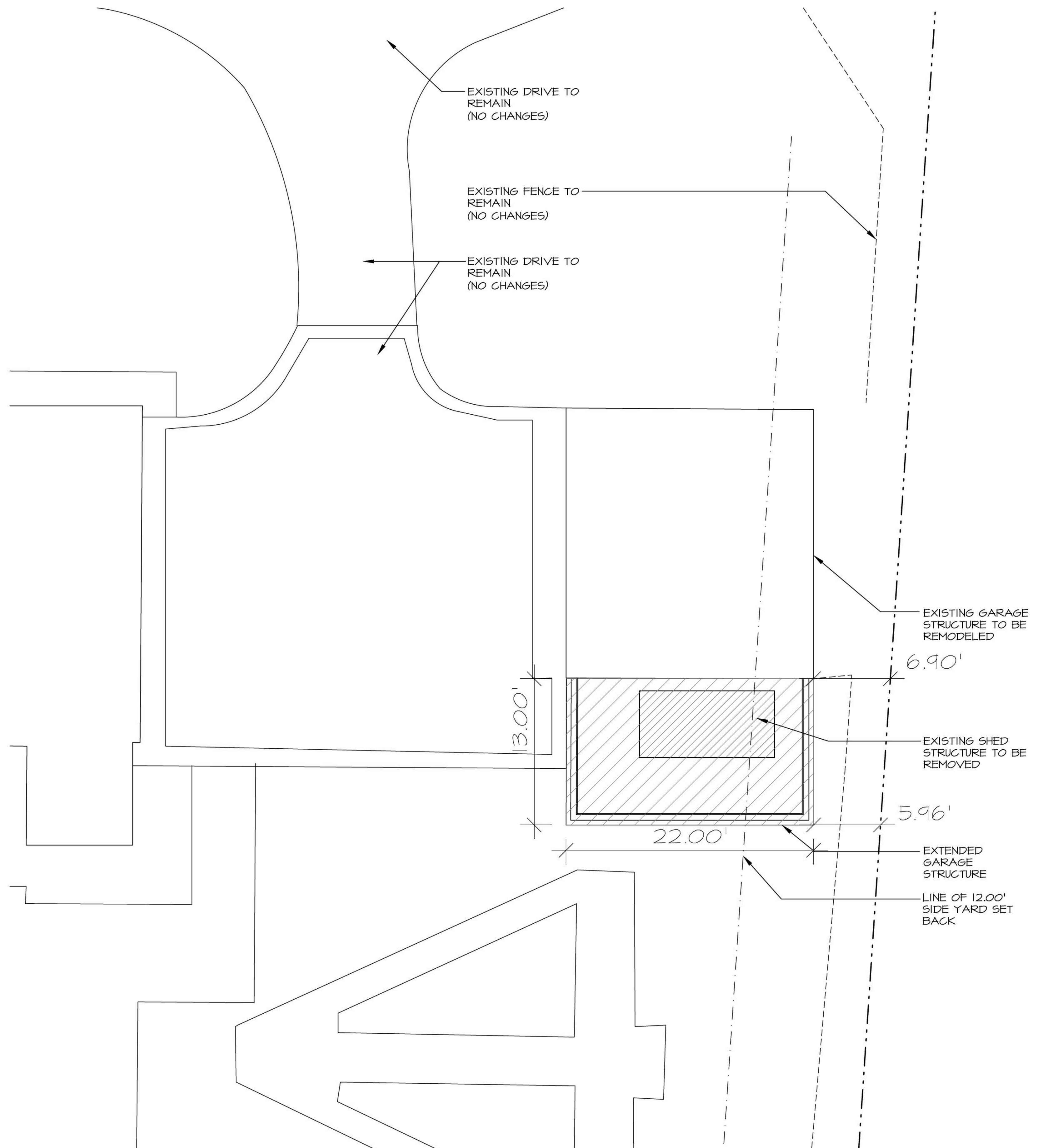
EXHIBIT B
PLANS



2 TYPICAL WALL SECTION

A 02

SCALE: 3/4" = 1'-0"



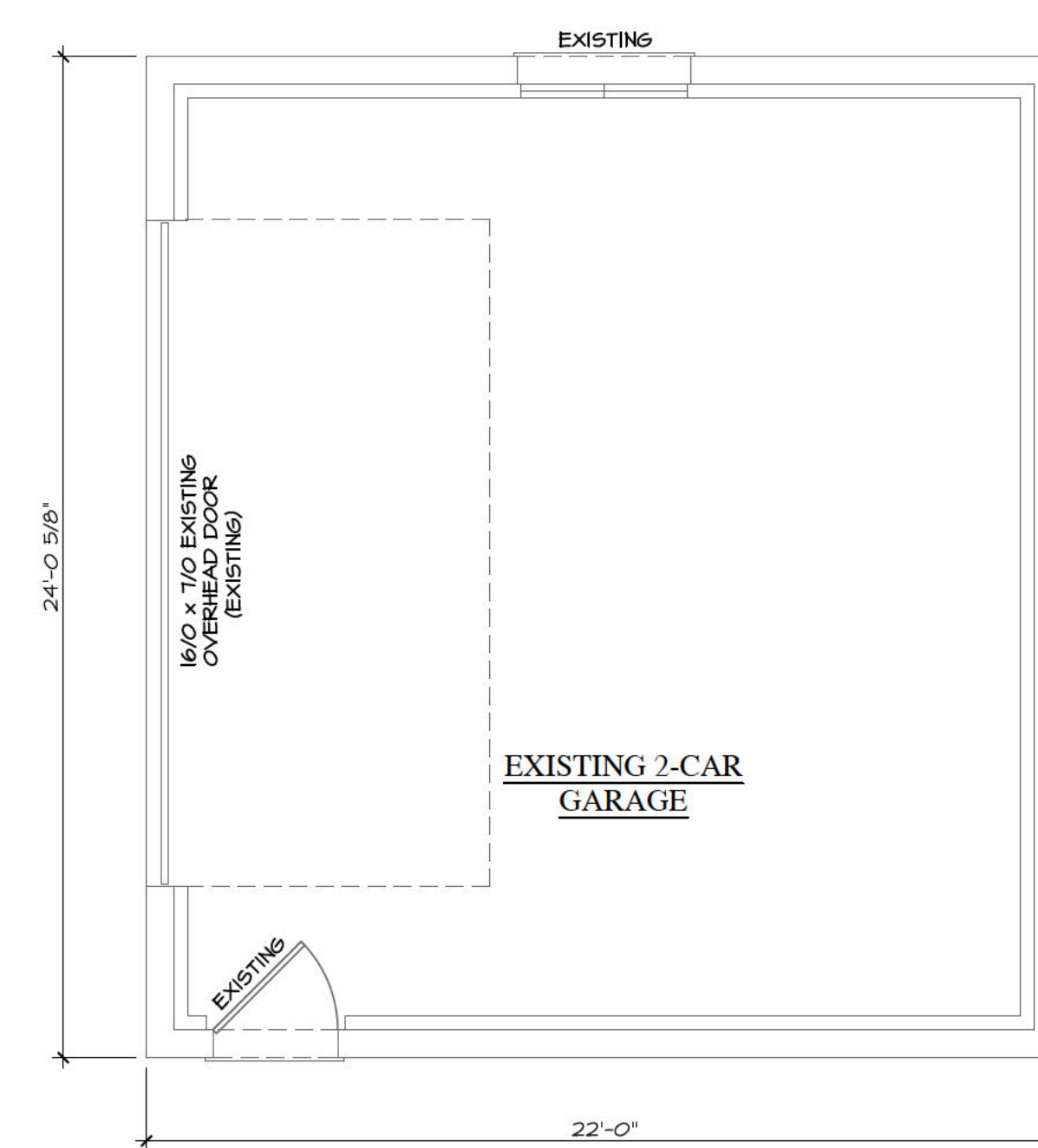
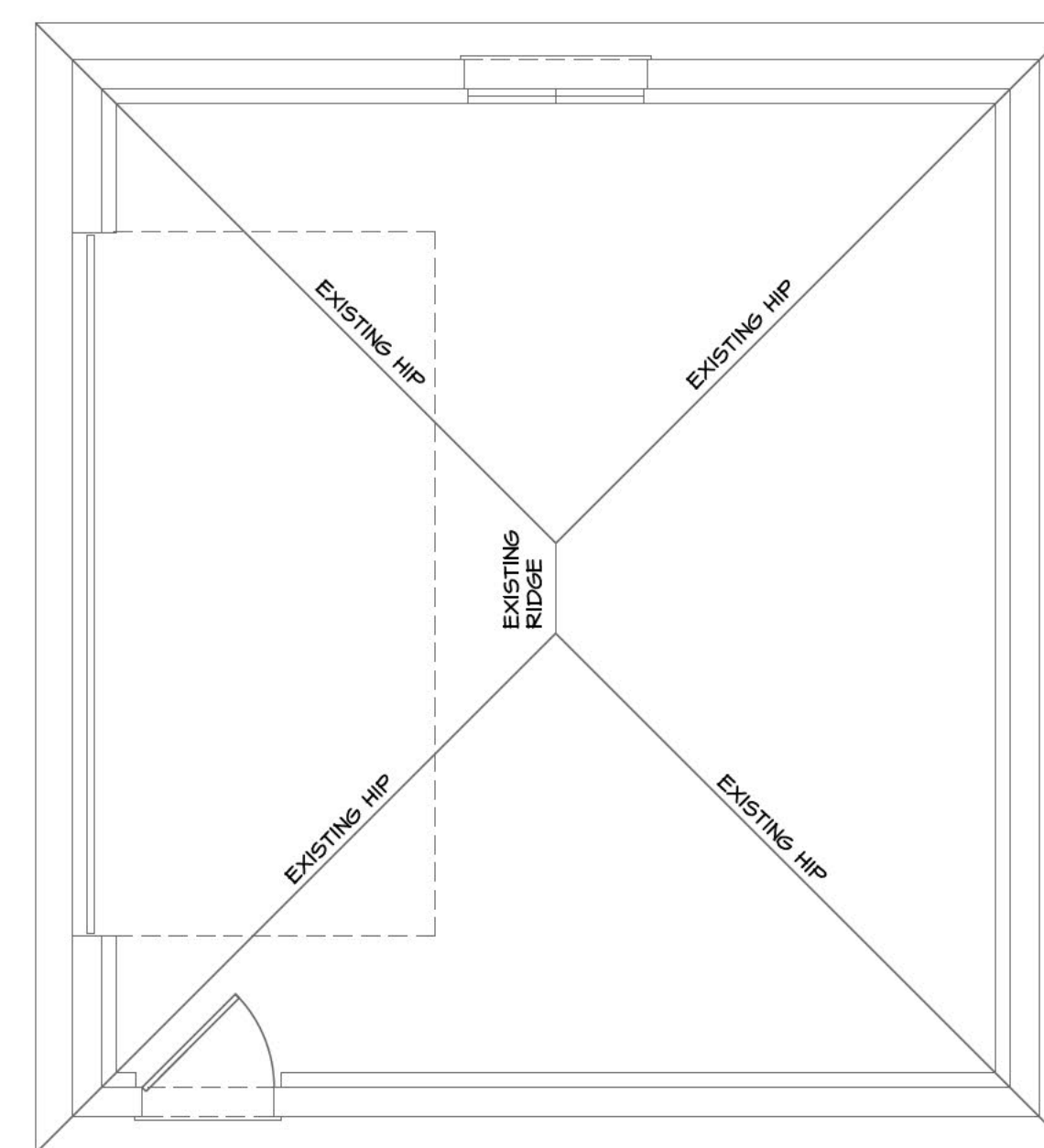
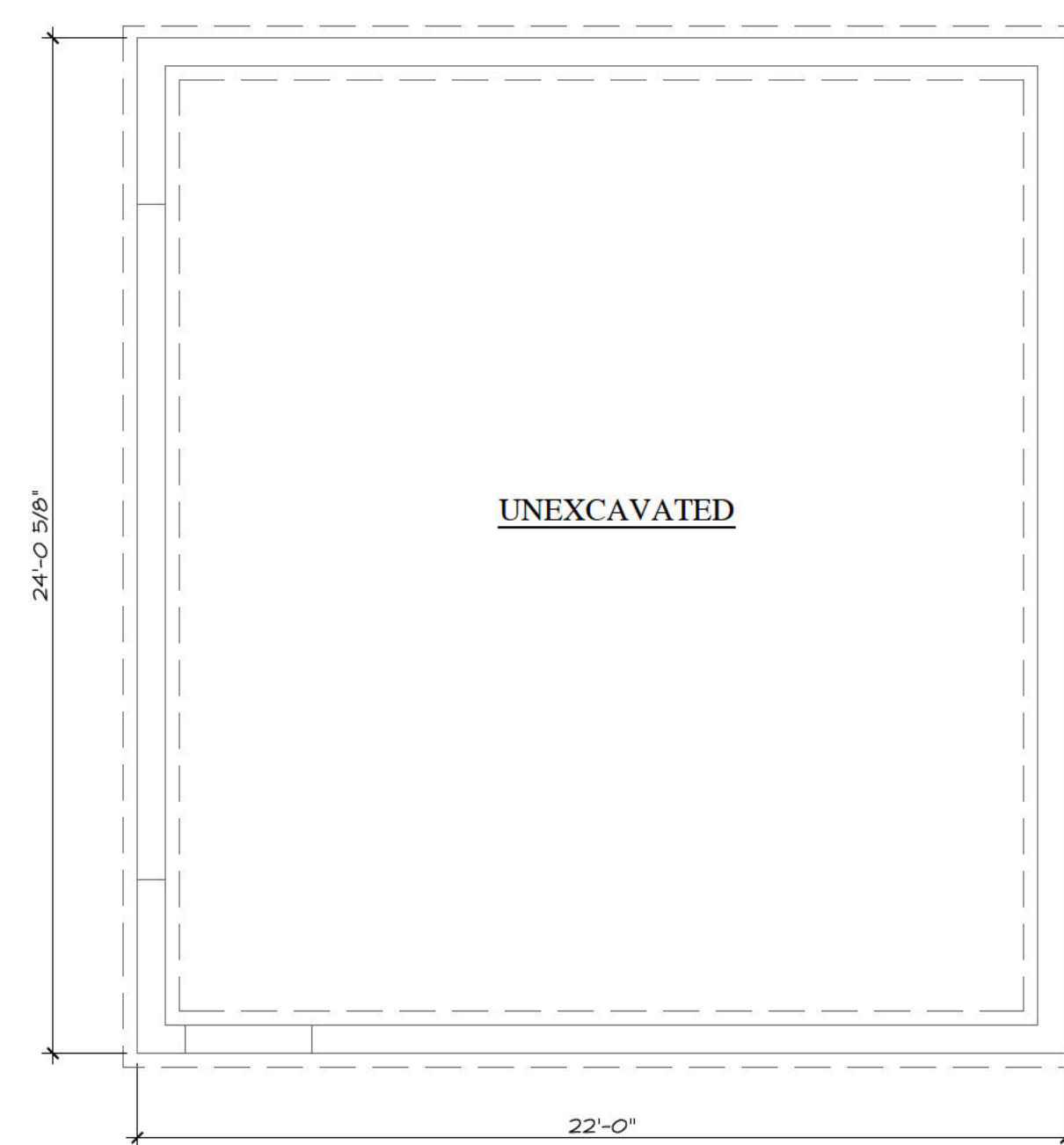
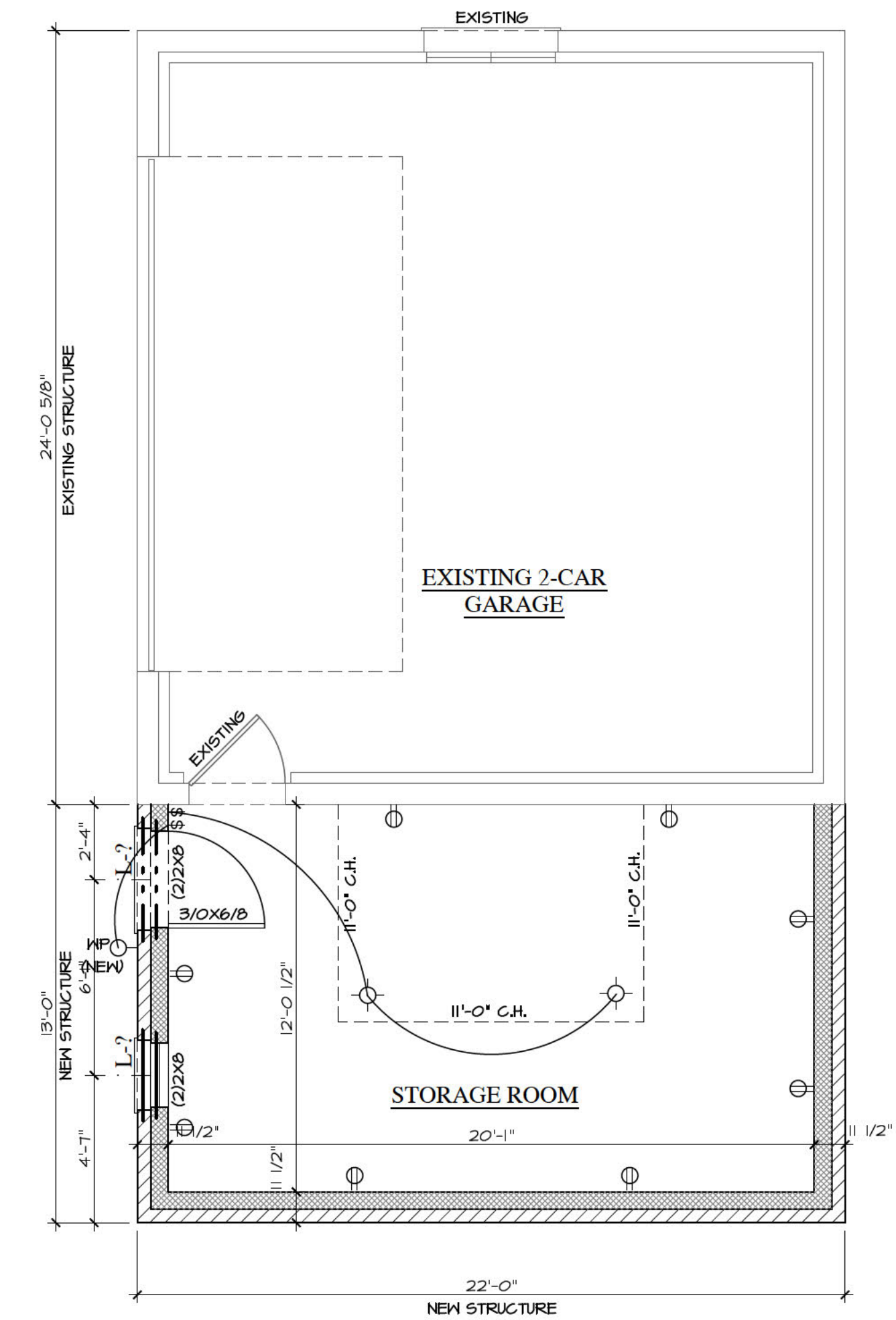
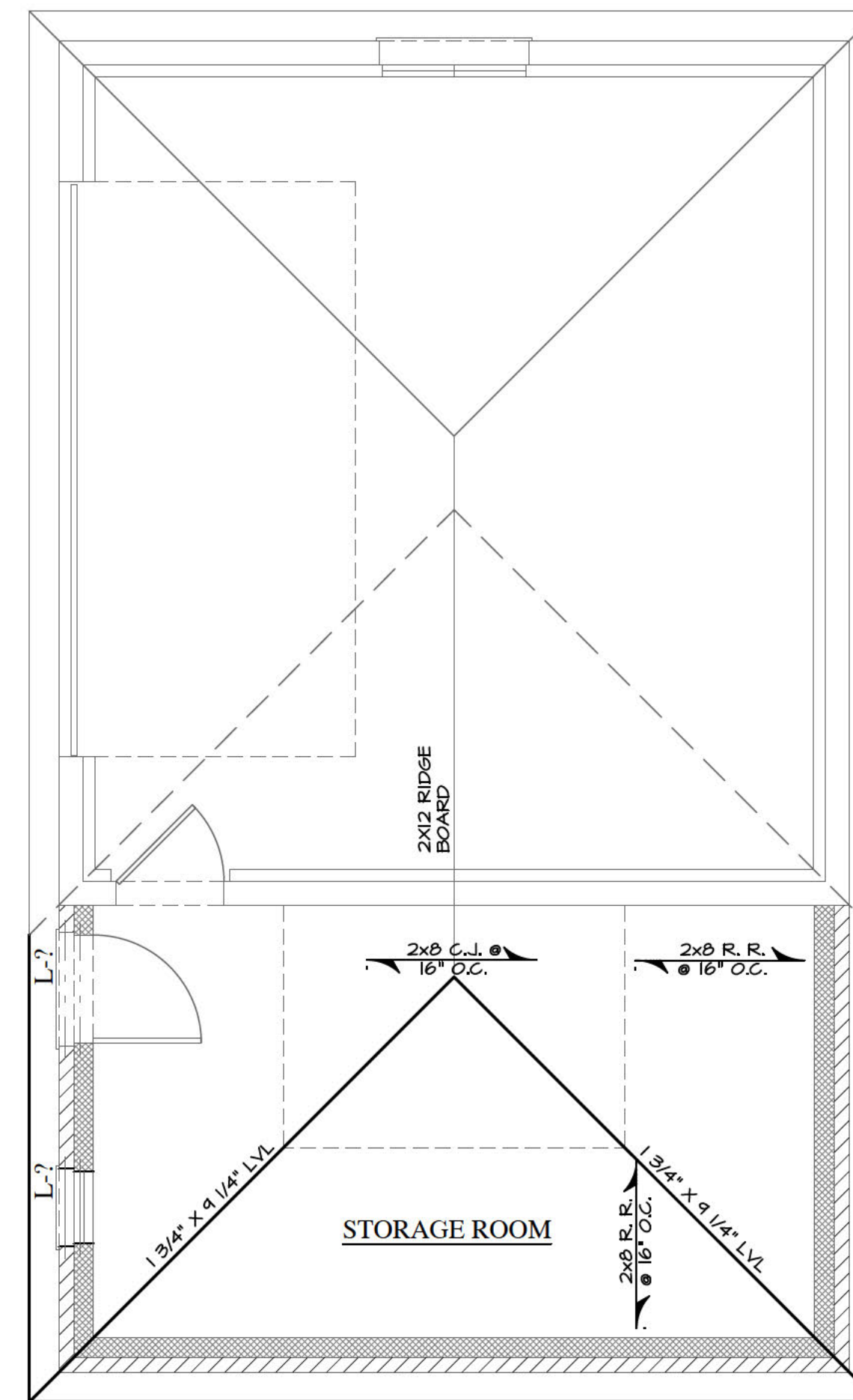
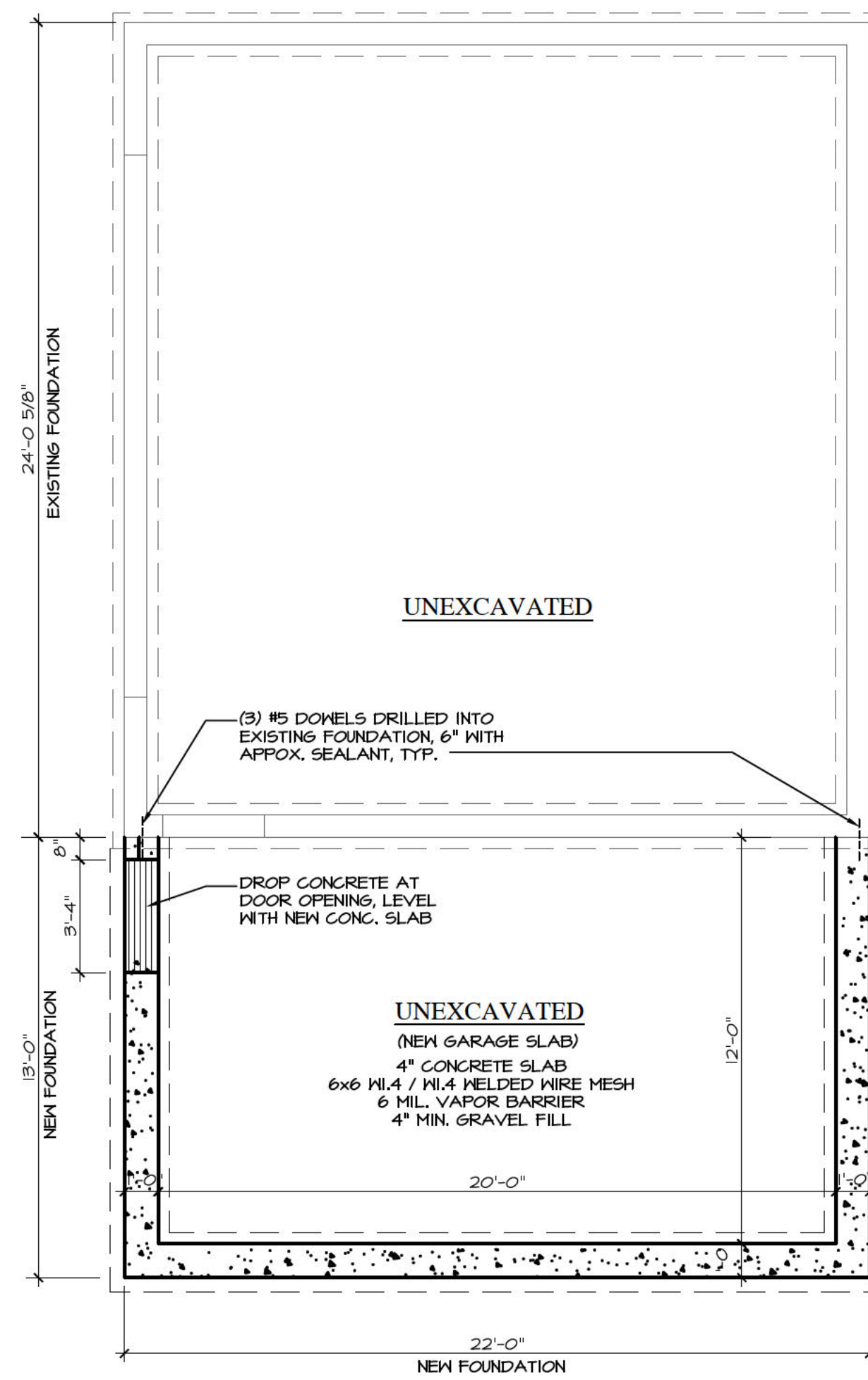
1 ENLARGED SITE PLAN

A 02

SCALE: 3/16" = 1'-0"

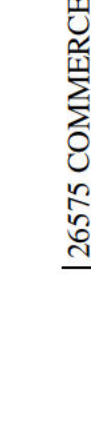
NOTE: ALL SCALE DESIGNATIONS ARE FOR SHEETS PRINTED ON 24" x 36" SIZE PAPER. (ARCH-D)

GARAGE STORAGE ROOM ADDITION 20 FOX LANE WINNETKA, IL. 60093	
12/04/2024 REVIEW	12/23/2024 FINAL
08/11/2025 REVIEW	09/09/2025 REVIEW
09/11/2025 REVIEW	09/23/2025 REVIEW
REVISOR PER BLDG. DEPT.	
26575 COMMERCE DR. SUITE 607 VOLO, IL 60073 MAIN: 847-457-2500 WWW.ASPECTDESIGNINC.COM IL LICENSE # 18460054	
PROJECT # AD24227 DRAWN BY: DB / MB 20 FOX LANE SITE PLAN & WALL SECTION	
A 02	
# 2 OF 4 TOTAL SHEETS	

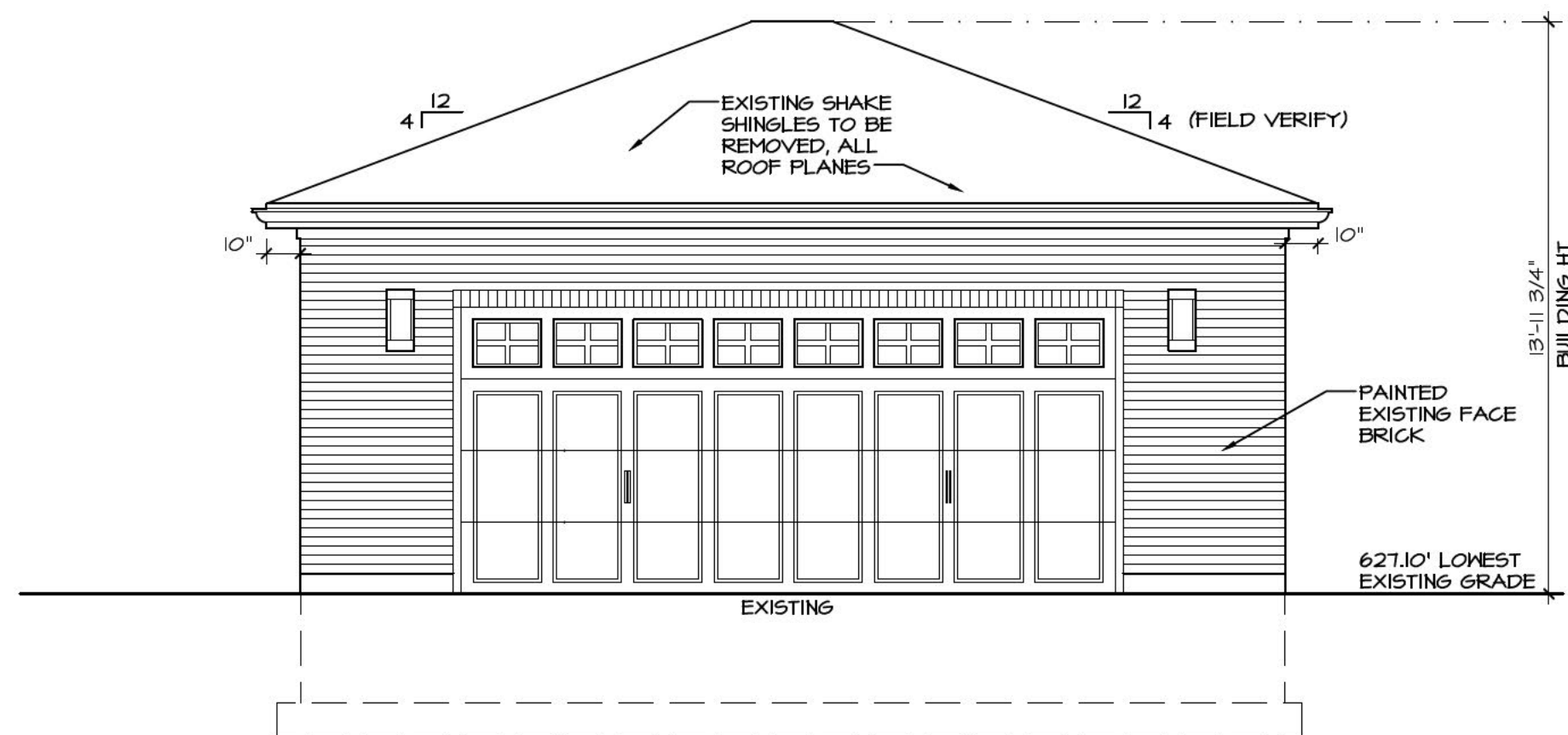


NOTE: ALL SCALE DESIGNATIONS ARE FOR SHEETS PRINTED ON 24" x 36" SIZE PAPER. (ARCH-D)

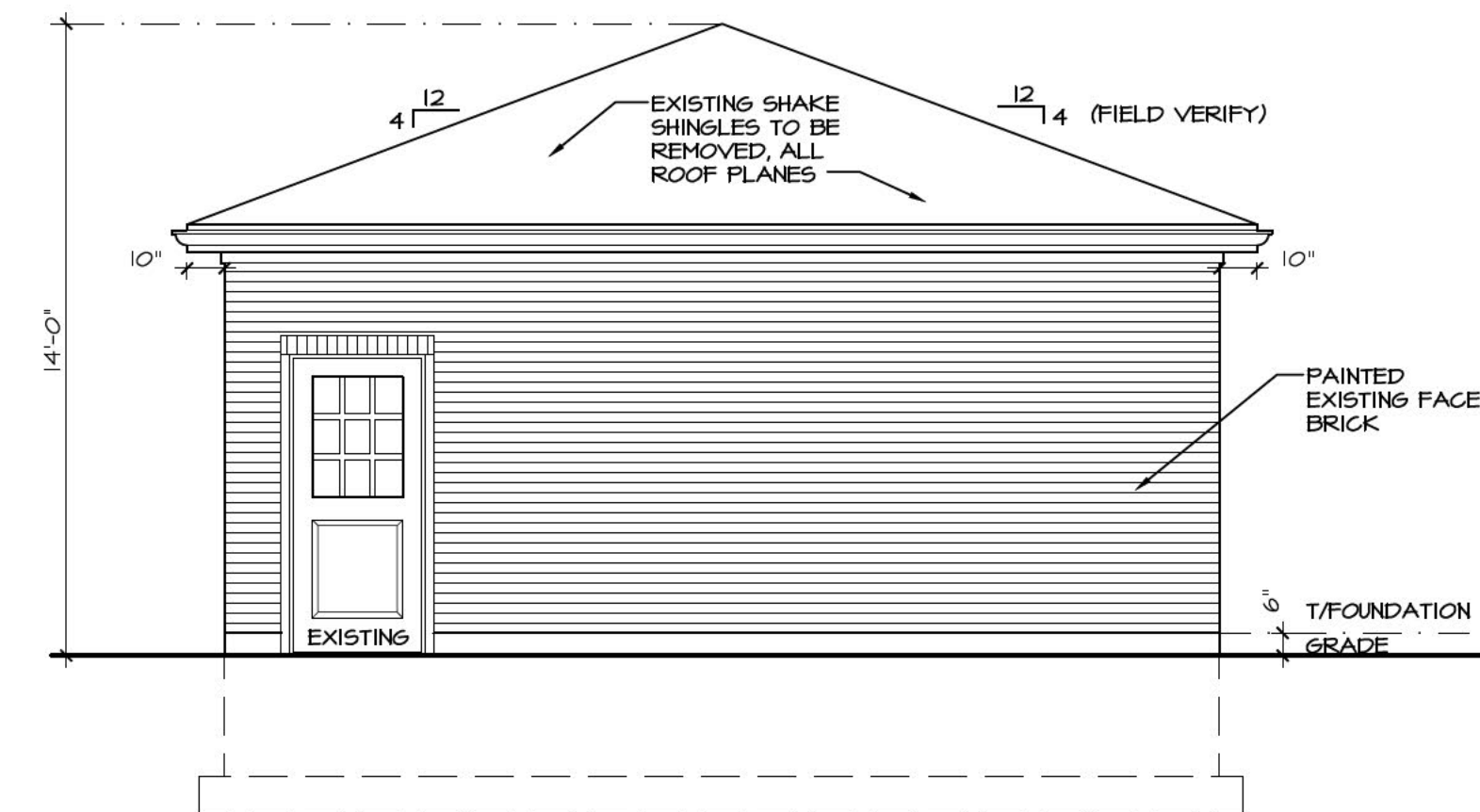
REVIEW	12/04/2024
REVIEW	12/23/2024
FINAL	08/11/2025
REVISED	09/09/2025
REVISED	09/11/2025
△ REVISED PER BLDG. DEPT.	09/23/2025


ASPECT DESIGN INC.
 ARCHITECTS
 26575 COMMERCE DR.
 SUITE 607
 MOJO IL 60073
 VOIN: 847-457-2500
 WWW.ASPECTDESIGNINC.COM
 IL LICENSE # 18400434

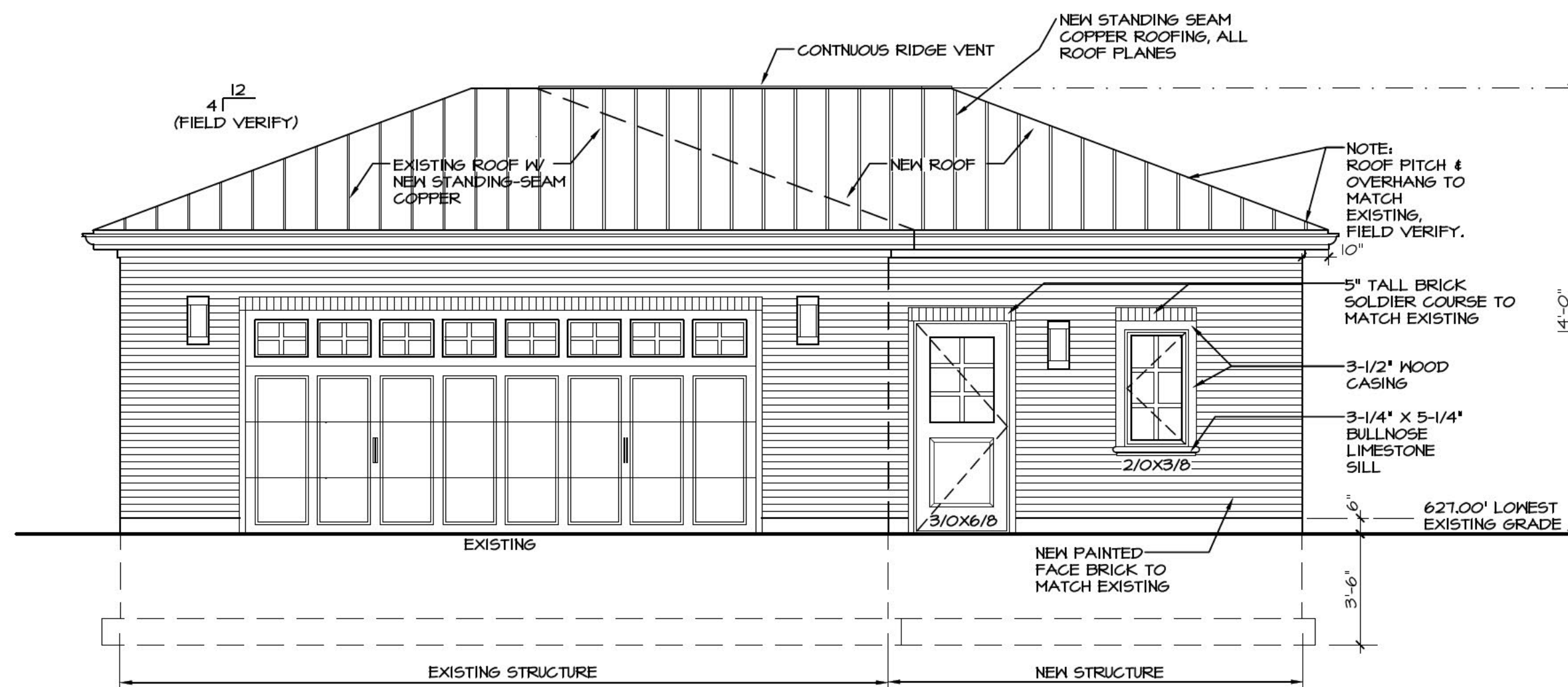
GARAGE STORAGE ROOM ADDITION
20 FOX LANE
WINNETKA, IL. 60093



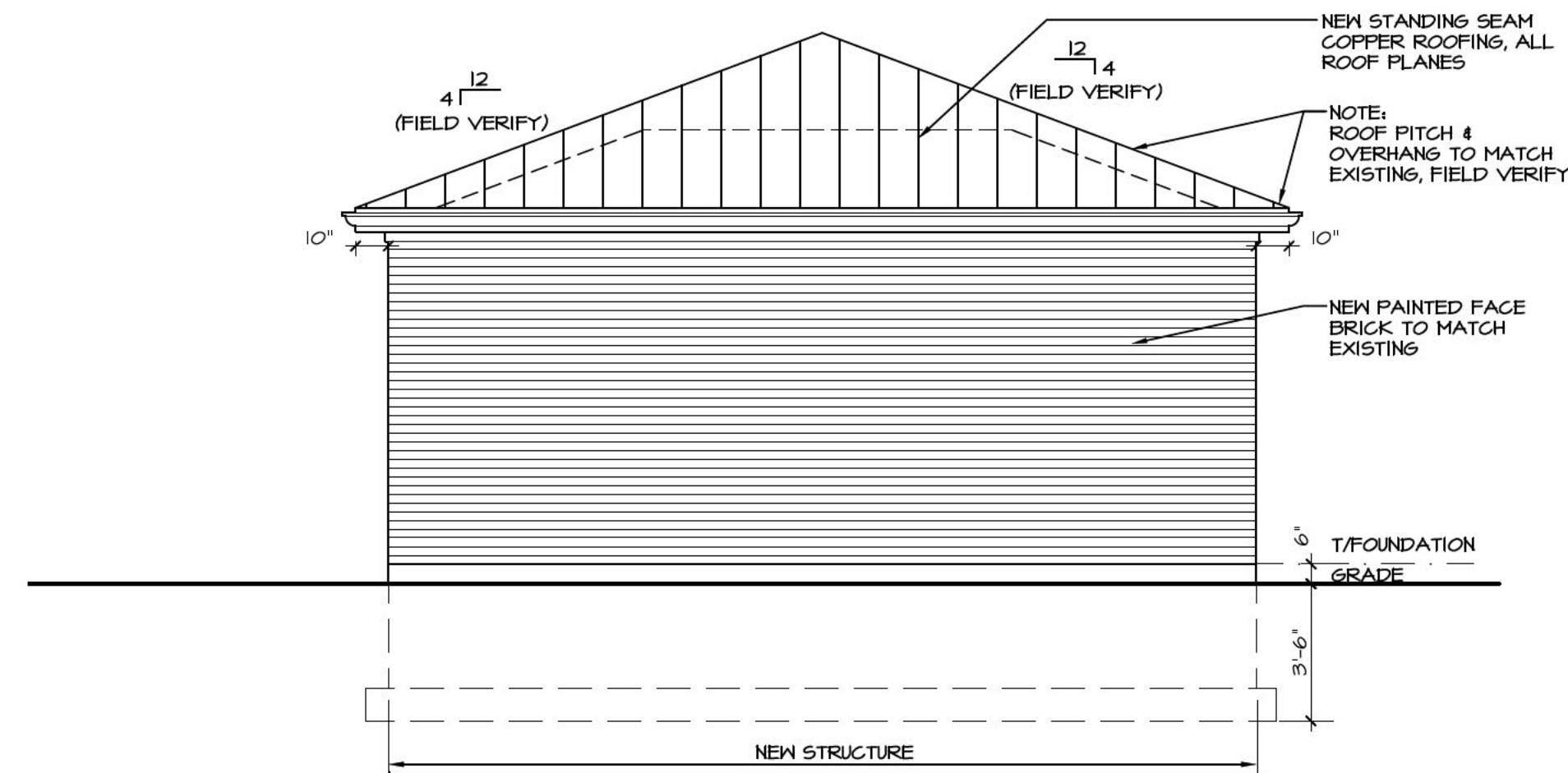
4 WEST ELEVATION (EXISTING)
A 04 SCALE: 1/4" = 1'-0"



2 SOUTH ELEVATION (EXISTING)
A 04 SCALE: 1/4" = 1'-0"



3 WEST ELEVATION (PROPOSED)
A 04 SCALE: 1/4" = 1'-0"



1 SOUTH ELEVATION (PROPOSED)
A 04 SCALE: 1/4" = 1'-0"

NOTE: ALL SCALE DESIGNATIONS
ARE FOR SHEETS PRINTED ON
24" x 36" SIZE PAPER. (ARCH-D)

GARAGE STORAGE ROOM ADDITION 20 FOX LANE WINNETKA, IL. 60093	
REVIEW	12/04/2024
REVIEW	12/23/2024
FINAL	08/11/2025
REVISED	09/09/2025
REVISED	09/11/2025
REVISOR	09/23/2025
REVISOR PER BLDG. DEPT.	
26575 COMMERCE DR. SUITE 607 VOLO, IL 60073 MAIN: 847-457-2500 WWW.ASPECTDESIGNINC.COM IL LICENSE # 184-00434	
PROJECT # AD24227	
DRAWN BY: DB / MB	
20 FOX LANE EXTERIOR ELEVATIONS	
A 04	
# 4 OF 4 TOTAL SHEETS	

EXHIBIT C

UNCONDITIONAL AGREEMENT AND CONSENT

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

WHEREAS, Chicago Title Land Trust Company, As Trustee Under Trust #8002364810 dtd. May 12, 2014 ("*Applicant*") is the record title owner of the parcel of real property commonly known as 20 Fox Lane 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 1.65 acres in area and located within the R-1 Single Family Residential District of the Village ("*R-1 District*") and is improved with a single-family residence and detached garage ("*Detached Garage*"), which Detached Garage is legally nonconforming as it provides a side yard setback of 6.9 feet from the east property line, encroaching into the minimum required setback of 12 feet by 5.1 feet; and

WHEREAS, the Applicant desires to construct an addition to the Detached Garage ("*Proposed Addition*"); and

WHEREAS, the Subject Property is a legally nonconforming interior lot that has a depth of 282.84 feet, while the minimum required lot depth in the R-1 District is 300 feet; and

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

WHEREAS, to construct the Proposed Addition on the Subject Property, the Applicant filed an application for a variation from Section 17.30.060 to allow a side yard setback of 5.96 feet from the east property line ("*Variation*"); and

WHEREAS, Ordinance No. M-19-2025, adopted by the Village Council on December 2, 2025 ("*Ordinance*"), grants the Variation; and

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

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

1. The Applicant hereby unconditionally agrees to accept, consent to, and abide by each and all of the terms, conditions, limitations, restrictions, and provisions of the Ordinance.
2. The Applicant acknowledges that public notices and hearings have been properly given and held with respect to the adoption of the Ordinance, has considered the possibility of the

revocation provided for in the Ordinance, and agrees not to challenge any such revocation on the grounds of any procedural infirmity or a denial of any procedural right.

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

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

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

Dated: _____, 2025

ATTEST:

**CHICAGO TITLE LAND TRUST COMPANY,
AS TRUSTEE UNDER TRUST #8002364810
DTD. MAY 12, 2014**

By: _____

By: _____

Its: _____

Its: _____



MEMORANDUM VILLAGE OF WINNETKA

COMMUNITY DEVELOPMENT DEPARTMENT

TO: ZONING BOARD OF APPEALS
FROM: CHRISTOPHER MARX, AICP – ASSOCIATE PLANNER
DATE: NOVEMBER 5, 2025
SUBJECT: 20 FOX LANE – VARIATION (CASE NO. 25-22-V2)

INTRODUCTION

On November 10, 2025, the Zoning Board of Appeals is scheduled to hold a public hearing on an application submitted by Brendan and Colleen Carroll (collectively, the “Applicant”), as the owners of the property located at 20 Fox Lane (the “Subject Property”). The Applicant requests approval of the following zoning variation to allow construction of an addition to the existing detached garage on the Subject Property:

1. **Side Yard Setback** of 5.96 feet, whereas a minimum of 12 feet is required, a variation of 6.04 feet (50.33%) [Section 17.30.060 – Side Yard Setback]

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 23, 2025. As of the date of this memo, staff have 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 that reduces the required side yard setback for a detached residential garage by more than 50%.

PROPERTY DESCRIPTION

The Subject Property, which is approximately 1.65 acres in size, is located on the south end of Fox Lane between Locust and Indian Hill Roads and contains an existing two-story residence and detached garage (see **Figure 1**). The Subject Property is zoned R-1 Single Family Residential, and it is surrounded by the same (see **Figure 2**). The Comprehensive Plan designates the Subject Property as appropriate for single family residential development. The zoning of the property is consistent with the Comprehensive Plan.

The existing lot is a legally nonconforming interior lot that has a lot depth of 282.84 feet, while the minimum required lot depth in the R-1 District is 300 feet.

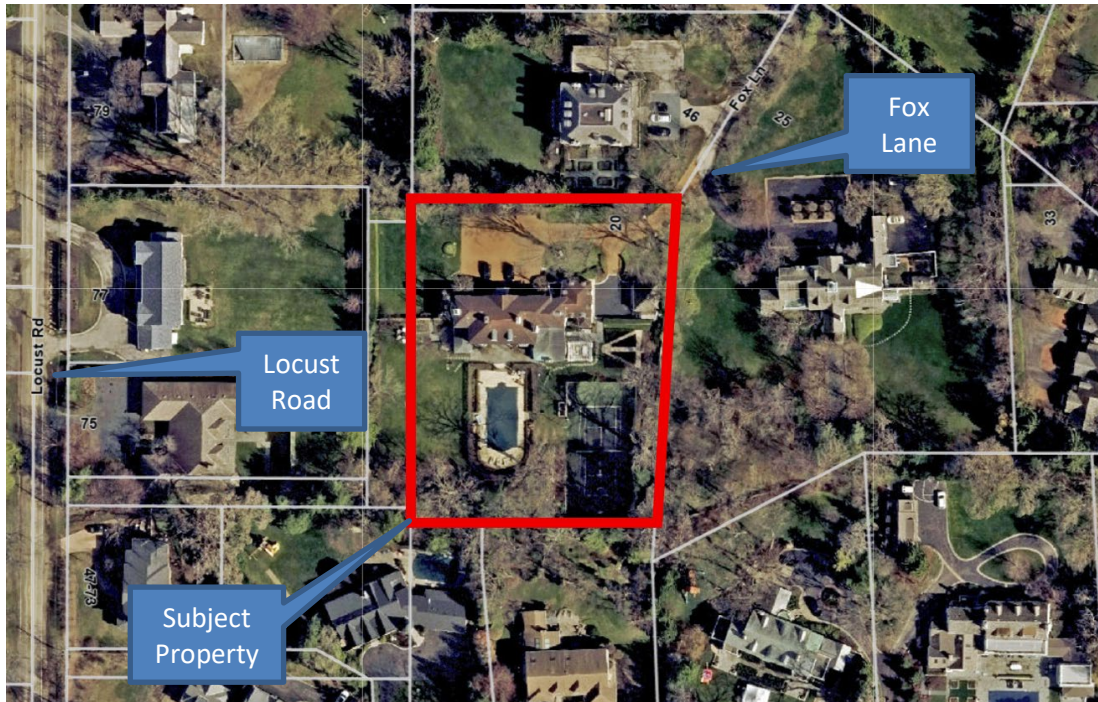


Figure 1 – Aerial Map

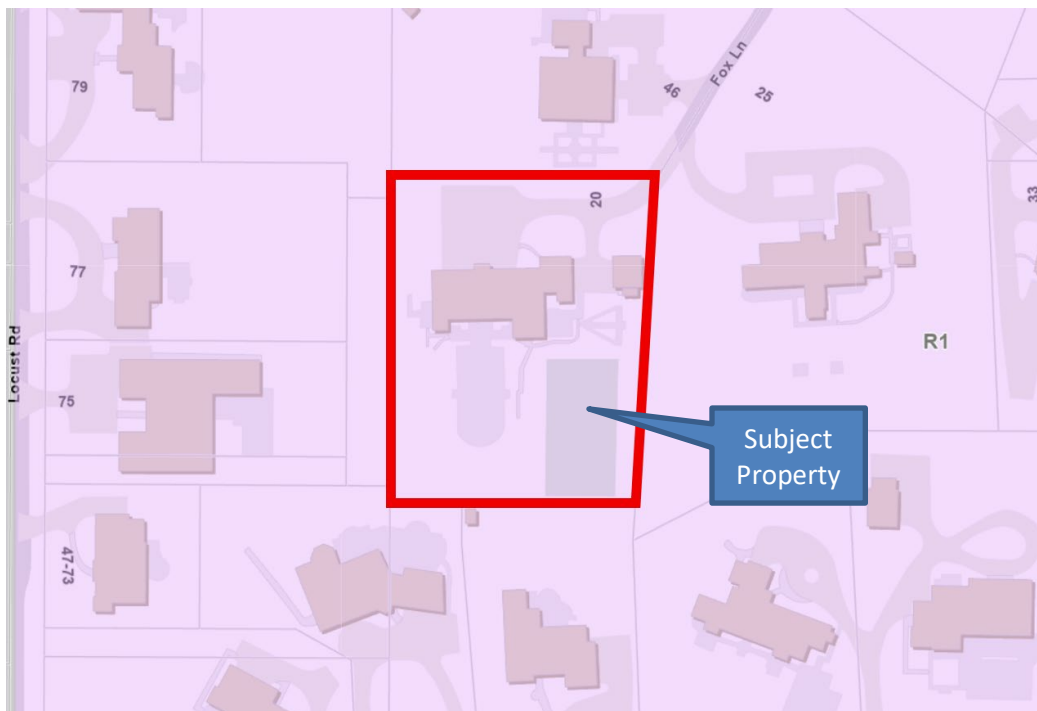


Figure 2 – Zoning Map

PROPERTY HISTORY AND PREVIOUS ZONING APPLICATIONS

The existing residence was constructed in 1937. Subsequent building permits were issued in:

1. 2001 - Building addition and interior remodeling;
2. 2016 – Interior basement renovation; and
3. 2018 – Construction of pergola, patio, and outdoor kitchen;

Other minor permits have been issued over the last several years. The Applicant acquired the property in 2014. There are no previous zoning cases on file for the Subject Property. On August 21, 2001, the Village Council adopted Ordinance M-17-2001 establishing the Subject Property as a locally designated landmark.

On November 3, 2025, the Historic Preservation Commission (HPC) conducted an advisory review of the proposed addition, as required for any exterior alteration to a local landmark. The HPC determined that the proposed alterations are appropriate to the preservation of the Subject Property and it would continue to meet the criteria for designation as a locally designated landmark.

Figures 3 through 5, below and on the following page, are current photos of the Subject Property.



Figure 3 – Subject Property – Front (North) and Side (East) Elevations



Figure 4 – Subject Property – Side (West) Elevation



Figure 5 – Subject Property – Detached Garage Front (West) Elevation

PROPOSED PLAN

The Applicant is requesting a variation to construct an addition to the existing detached garage located in the northeast portion of the property. The existing storage shed on the south side of the garage would be removed and an addition of approximately 286 square feet would be constructed in its place. The proposed addition would have a matching roof pitch with an additional door and window along the front face of the garage with added aesthetics intended to give the structure a uniform look. The addition is intended to provide extra storage space, in addition to the existing vehicle capacity of the garage. While the proposed addition would maintain the same plane as the east side of the existing garage, which is legally nonconforming with its encroachment into the required side yard setback of 12 feet, the addition would encroach further because the width of the lot narrows from the front to rear property lines.

Excerpts of the proposed site plan, floor plan, and building elevations are provided below and on the following pages as Figures 6 through 9. The complete set of plans is provided in the application materials (**Attachment C**).

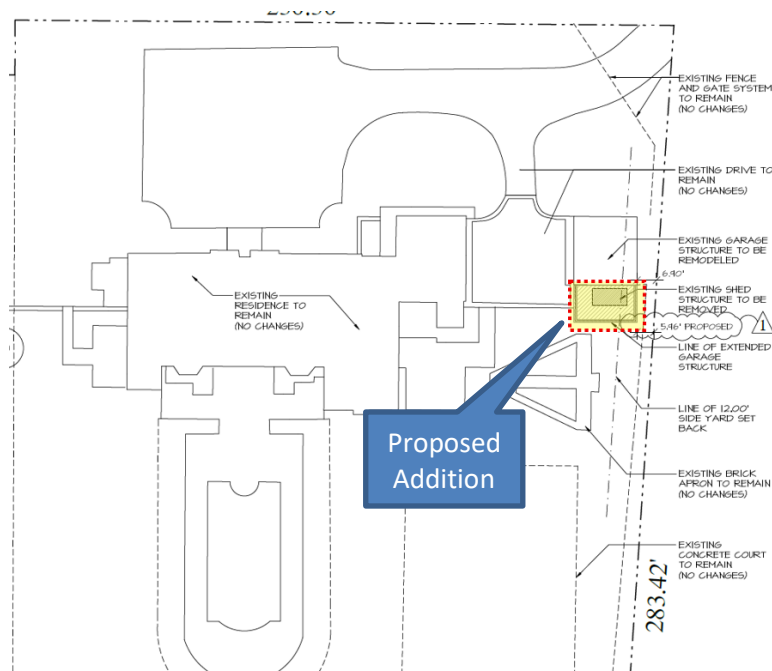


Figure 6 – Site Plan

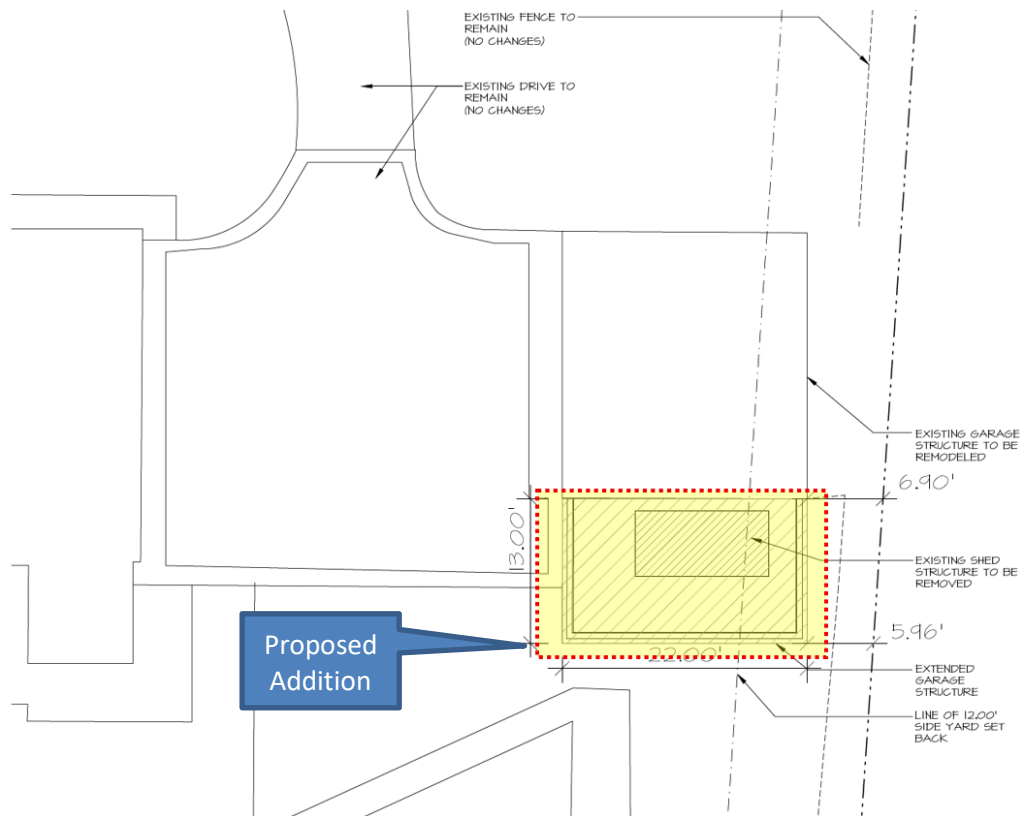


Figure 7 – Enlarged Site Plan

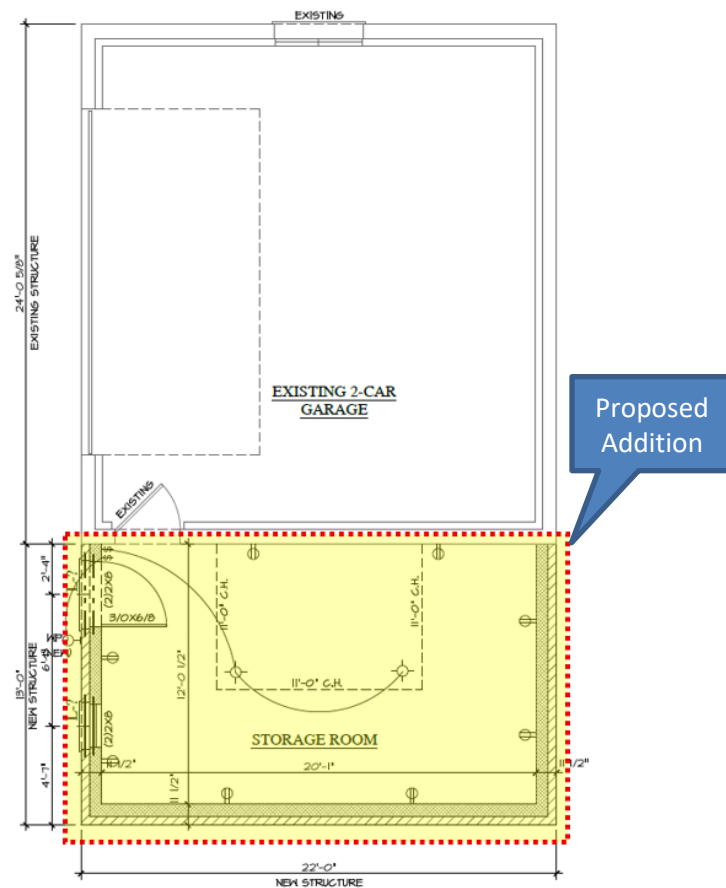
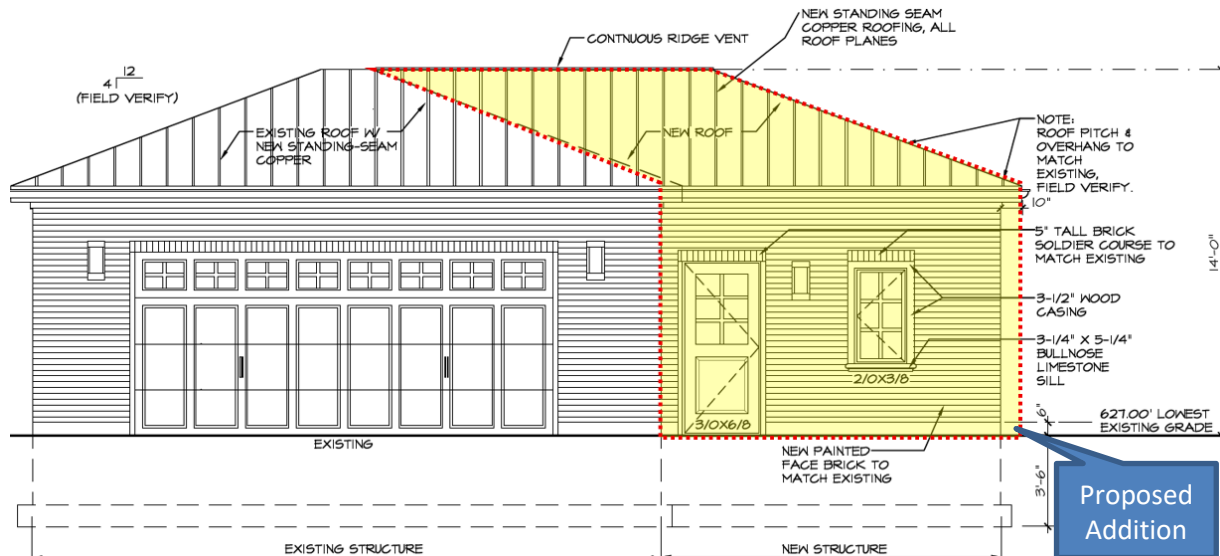


Figure 8 – Floor Plan



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**). While the proposed improvement with this variation does include additional impermeable lot coverage, based on the plans 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 10 below represents the Subject Property's proximity to the floodplain; the cyan represents the 100-year floodplain and the orange represents the 500-year floodplain. Any improvements within the 100-year floodplain are subject to the Village's Flood Hazard Protection Ordinance and the Metropolitan Water Reclamation District (MWRD) Water Management Ordinance (WMO)

REQUESTED ZONING RELIEF

The attached Zoning Matrix highlights the existing lot and the proposed improvement's compliance with the R-1 zoning district (**Attachment A**). One variation is being requested to allow the proposed detached garage addition to provide a side yard setback of 5.96 feet from the east property line, whereas a minimum of 12 feet is required, a variation of 6.04 feet (50.33%). The existing detached garage is legally nonconforming with respect to the side yard setback as it currently provides a side yard setback of 6.9 feet from the east property line, encroaching into the minimum required setback of 12 feet by 5.1 feet (42.5%).

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 ZBA 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 ZBA; or
2. Consider a motion recommending approval or denial of the variation. If the ZBA is prepared to make a recommendation to the Village Council regarding the request, a ZBA member may wish to make a motion recommending approval or recommending denial based upon the following:

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

1. **Side Yard Setback** of 5.96 feet, whereas a minimum of 12 feet is required, a variation of 6.04 feet (50.33%) [Section 17.30.060 – Side Yard Setback]

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

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

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

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

ATTACHMENTS:

Attachment A: Zoning Matrix

Attachment B: Stormwater Matrix

Attachment C: Application Materials

ATTACHMENT A

ZONING MATRIX

ADDRESS: 20 Fox Lane

CASE NO: 25-22-V2

ZONING: R-1

ITEM	MIN/MAX REQUIREMENT	EXISTING	PROPOSED	DIFFERENCE BETWEEN PROPOSED & EXISTING	ZONING CODE COMPLIANCE (2)
Min. Lot Size	48,000 SF	71,997 SF	N/A	N/A	OK
Min. Average Lot Width	150 FT	254.55 FT	N/A	N/A	OK
Min. Lot Depth	300 FT	282.84 FT	N/A	N/A	EXISTING NONCONFORMING
Max. Roofed Lot Coverage	17,999.25 SF (1)	5,664.22 SF	5,909.39 SF	245.17 SF	OK
Max. Gross Floor Area	18,374.41 SF (1)	9,179.97 SF	9,425.14 SF	245.17 SF	OK
Max. Impermeable Lot Coverage	35,998 SF (1)	28,108.15 SF	28,353.32 SF	245.17 SF	OK
Min. Front Yard (North)	50 FT	67.2 FT	67.2 FT	0 FT	OK
Min.Side Yard (East)	12 FT	6.9 FT (3)	5.96 FT	-0.94 FT	6.04 FEET (50.33%) VARIATION
Min.Total Side Yards	76.36 FT	84.43 FT	83.49 FT	-0.94 FT	OK
Min. Rear Yard (South)	50 FT	147.3 FT	147.3 FT	0 FT	OK

NOTES:

(1) Based on lot area of 71,997 square feet

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

(3) Setback of existing detached 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 20 Fox Lane. Based upon preliminary review of information to date, it appears that 20 Fox Lane <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.	
--	--	--

ATTACHMENT C

Village of Winnetka
ZONING VARIATION APPLICATION

VILLAGE OF WINNETKA, ILLINOIS
DEPARTMENT OF COMMUNITY DEVELOPMENT

ZONING VARIATION APPLICATION

Case No. _____

Property Information

Site Address: 20 FOX LANE WINNETKA, IL

Owner Information

Name: BRENDAN CARROLL #
COLLEEN CARROLL

Primary Contact: BRENDAN CARROLL #
COLLEEN CARROLL

Address: 20 FOX LANE

Phone No. [REDACTED]

City, State, ZIP: WINNETKA, IL 60093

Email: [REDACTED]

Date property acquired by owner: JUNE 2014

Architect Information

Name: ASPECT DESIGN, INC.

Attorney Information

Name: N/A

Primary Contact: DEAN BOTES

Primary Contact: _____

Address: 26575 COMMERCE DR #607

Address: _____

City, State, ZIP: VOLO, IL 60073

City, State, Zip: _____

Phone No. [REDACTED]

Phone No. _____

Email: DBOTES@ASPECTDESIGNINC.COM

Email: _____

Nature of any restrictions on property: R-1 ZONING

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

TO BUILD A STORAGE ROOM TO SOUTH ELEVATION OF EXISTING GARAGE.
GARAGE IS EXISTING NON-CONFORMING ~ ENCROACHING 5.1' INTO EAST
SIDEYARD SETBACK. REQUESTING VARIATION TO BUILD 22'x13' STORAGE ROOM
TO ALIGN EAST WALL AND ENCROACH 6.04'.

Property Owner Signature [REDACTED]

Date: 9-11-2025



September 11, 2025

Carroll Residence
20 Fox Lane
Winnetka, Illinois, 60093

Project Number AD24227

Standards for Granting a Zoning Variation

Standard 1:

To comply with current zoning requirements, we would need to set back the new Storage Room Addition by six additional feet. This new elevation would not line up with the existing garage east elevation, thus creating a less desirable aesthetic.

Standard 2:

The existing garage structure was built prior to the current zoning requirements. The current storage shed built next to the garage was built prior to the owners acquiring the property which will be removed for the new addition.

Standard 3:

The Storage Room Addition will be built using the same details and finish materials as the existing 2-car garage other than the roofing material will be changed to copper roofing.

Standard 4:

The Storage Room addition will be located 35-feet from the existing residence, and approximately 65-feet from the neighboring east residence. With these separation distances, the light and air supply to the existing and neighboring structures will not be impaired.

Standard 5:

The Storage Room Addition will be built using modern construction techniques by current codes.

Standard 6:

The new addition will be built using the same finished materials and details as the existing 2-car garage and a new copper roof for added value. This should not diminish the taxable value of the land and building.

Standard 7:

The existing driveway and garages will remain and be available for use during construction.

Standard 8:

The small and secluded room addition will not affect the Village inhabitant's health and comfort.

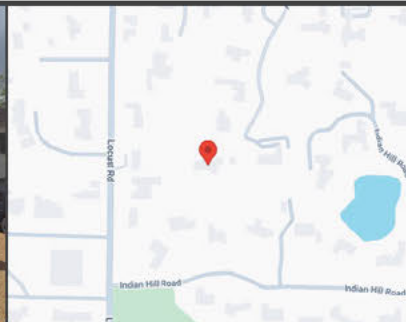








www.exactaland.com | office: 773.305.4011



PROPERTY ADDRESS:
20 FOX LANE, WINNETKA, ILLINOIS 60093

SURVEY NUMBER: 2508.4428

DATE SIGNED: 09/08/25 FIELD WORK DATE: 9/5/2025

REVISION DATE(S):
(REV.0 9/8/2025)

POINTS OF INTEREST
1. ADJACENT FENCE OVER PROPERTY LINE.

STATE OF ILLINOIS } SS
COUNTY OF LASALLE }

THIS IS TO CERTIFY THAT THIS PROFESSIONAL SERVICE CONFORMS TO
THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY
SURVEY, GIVEN UNDER MY HAND AND SEAL THIS DATE HEREON.



ILLINOIS PROFESSIONAL LAND SURVEYOR No. 2971
LICENSE EXPIRES 11/30/2026
EXACTA LAND SURVEYORS, LLC
PROFESSIONAL DESIGN FIRM 184008059-0008



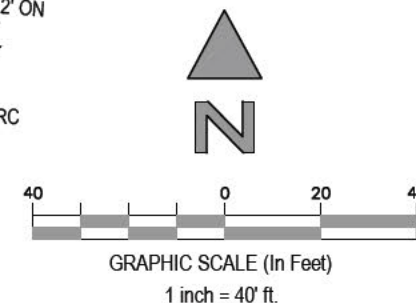
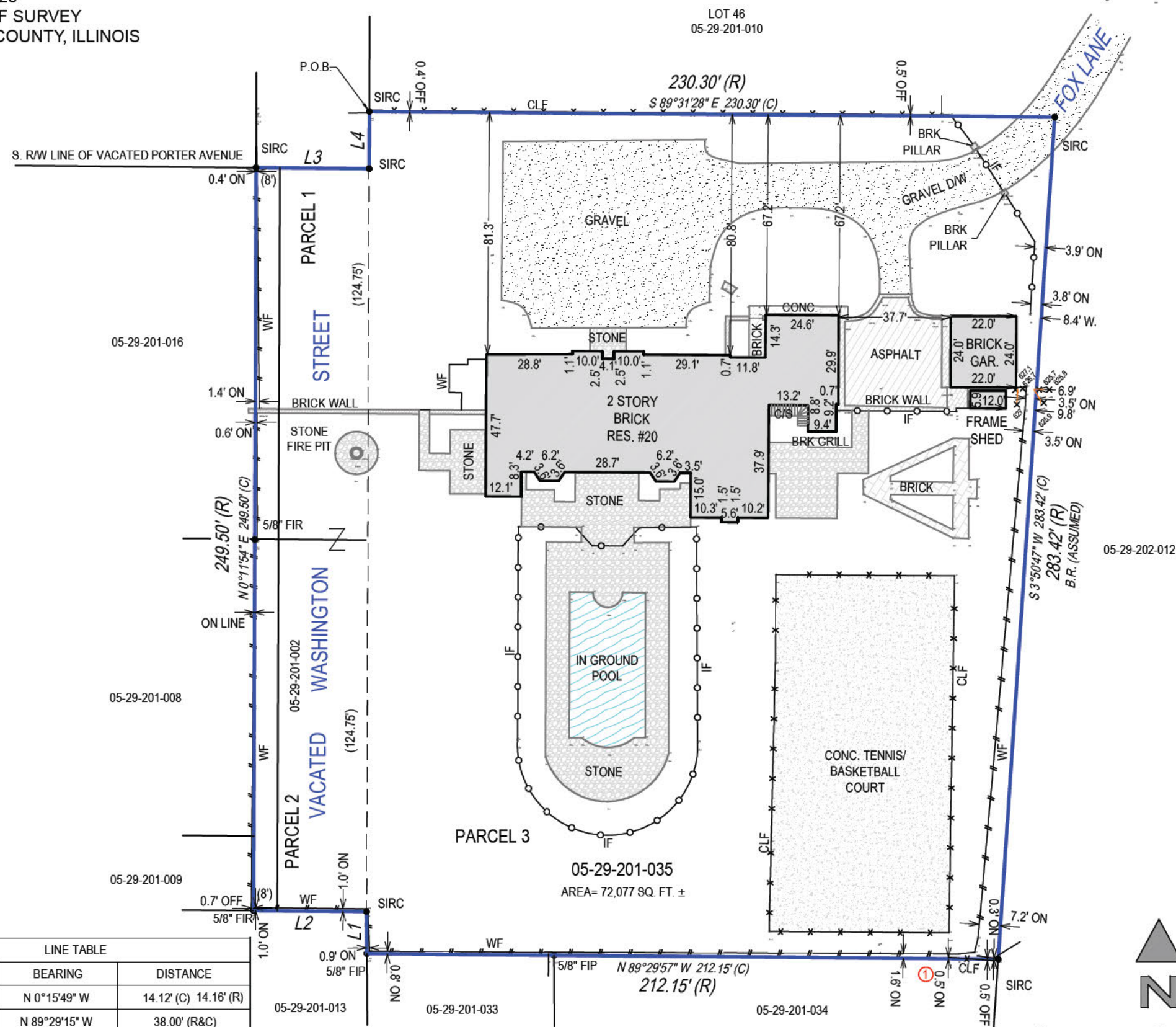
Exacta Land Surveyors, LLC
PDF # 184008059
o: 773.305.4011
316 East Jackson Street | Morris, IL 60450



2508.4428
PLAT OF SURVEY
COOK COUNTY, ILLINOIS

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 0°15'49" W	14.12' (C) 14.16' (R)
L2	N 89°29'15" W	38.00' (R&C)
L3	S 89°29'15" E	38.00' (R&C)
L4	N 0°11'54" E	19.18' (R&C)

SEE PAGE 2 OF 2 FOR LEGAL DESCRIPTION
PAGE 1 OF 2 - NOT VALID WITHOUT ALL PAGES



PROPERTY ADDRESS:
20 FOX LANE, WINNETKA, ILLINOIS 60093

SURVEY NUMBER: 2508.4428

CERTIFIED TO:
BRENDAN CARROLL

DATE OF SURVEY: 09/08/25

BUYER: Brendan Carroll

LENDER:

TITLE COMPANY:

COMMITMENT DATE:

CLIENT FILE NO:

LEGAL DESCRIPTION:
PARCEL 1: A TRACT OF LAND DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT IN THE WEST LINE OF LOT 49 IN INDIAN HILL SUBDIVISION NO. 5, A SUBDIVISION IN THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 29, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, (SAID WEST LINE OF LOT 49 BEING ALSO THE EASTLINE OF VACATED WASHINGTON STREET) 19.18 FEET SOUTH OF THE NORTHWEST CORNER OF SAID LOT 49 (SAID POINT BEING ALSO ON THE SOUTH LINE OF PORTER AVENUE EXTENDED EAST); THENCE SOUTH ALONG THE WESTLINE OF SAID LOT 49 (BEING THE EAST LINE OF VACATED WASHINGTON STREET) 124.75 FEET TO THE SOUTH LINE OF LOT 5 (EXTENDED EAST) IN BLOCK 2 OF BRADFORD AND PORTER'S ADDITION TO KENILWORTH, A SUBDIVISION OF THE WEST 1/2 OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/% OF SECTION 29 AFORESAID; THENCE WEST ALONG THE SAID SOUTH LINE AND SAID LINE EXTENDED OF SAID LOT 5, 38 FEET TO A POINT IN THE SOUTH LINE OF SAID LOT 5, 8 FEET WEST OF THE SOUTHEAST CORNER OF SAID LOT 5; THENCE NORTH ALONG A LINE 8 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF LOTS 5, 4, 3, 2 AND 1 OF SAID BLOCK 2, 124.75 FEET TO THE NORTH LINE OF SAID LOT (BEING ALSO THE SOUTHLINE OF PORTER AVENUE); THENCE EAST ALONG THE NORTH LINE OF SAID LOT 1 (BEING ALSO THE SOUTH LINE OF PORTER AVENUE) AND SAID LINE EXTENDED, 38 FEET TO POINT OF BEGINNING; SAID PROPERTY BEING THE EAST & FEET OF LOTS 1 TO 5 INCLUSIVE IN BLOCK 2 OF BRADFORD AND PORTER'S ADDITION AFORESAID, TOGETHER WITH THE VACATED WASHINGTON STREET ADJOINING, IN COOK COUNTY, ILLINOIS. PARCEL 2: A TRACT OF LAND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE WEST LINE OF LOT 49 IN INDIAN HILL SUBDIVISION NO. 5 AFORESAID, (BEING ALSO THE EAST LINE OF VACATED WASHINGTON STREET) 143.93 FEET SOUTH OF THE NORTHWEST CORNER OF SAID LOT 49 (SAID POINT BEING ALSO ON THE NORTH LINE OF LOT 6 EXTENDED EAST IN BLOCK 2 OF BRADFORD AND PORTER'S ADDITION AFORESAID); THENCE SOUTH ALONG THE WEST LINE OF SAID LOT 49 (BEING THE EAST LINE OF VACATED WASHINGTON STREET) 124.75 FEET TO THE SOUTH LINE OF LOT 10 IN SAID BLOCK 2 EXTENDED EAST; THENCE WEST ALONG THE SAID SOUTH LINE AND SAID SOUTH LINE EXTENDED OF SAID LOT 10, 38 FEET TO A POINT IN THE SOUTH LINE OF SAID LOT 10, 8 FEET WEST OF THE SOUTHEAST CORNER OF SAID LOT 10; THENCE NORTH ALONG A LINE 8 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF LOTS 10, 9, 8, 7 AND 6 OF SAID BLOCK 2, 124.75 FEET TO THE NORTH LINE OF SAID LOT 6; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 6 AND SAID LINE EXTENDED 38 FEET TO THE POINT OF BEGINNING; SAID PROPERTY BEING THE EAST 8 FEET OF LOTS 6 TO 10 INCLUSIVE IN BLOCK 2 OF BRADFORD AND PORTER'S ADDITION AFORESAID, TOGETHER WITH VACATED WASHINGTON STREET ADJOINING;

PARCEL 3: ALL THAT PART OF LOT 49 IN INDIAN HILL SUBDIVISION NO. 5, BEING A SUBDIVISION IN THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 29, TOWNSHIP 42 NORTH RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF A LINE BEGINNING AT A POINT IN THE WEST LINE OF SAID LOT 49, 282.84 FEET SOUTH OF THE NORTHWEST CORNER OF SAID LOT 49 AND RUNNING THENCE EAST PARALLEL TO THE NORTH LINE OF SAID LOT 49, 212.17 FEET, MORE OR LESS, TO THE EASTERLY LINE OF SAID LOT 49, ALL IN COOK COUNTY, ILLINOIS.

FLOOD ZONE INFORMATION:

GENERAL SURVEYORS NOTES:

1. The Legal Description used to perform this survey was supplied by others. This survey does not determine nor imply ownership of the lands or any fences shown hereon. Unless the Title Commitment Number and Date is referenced on this survey, an examination of the abstract of title was NOT performed by the signing surveyor to determine which instruments, if any, are affecting this property.

2. The purpose of this survey is to establish the boundary of the lands described by the legal description provided and to depict the visible improvements thereon for a pending financial transaction. Underground footings, utilities, or other service lines, including roof eave overhangs were not located as part of this survey. Unless specifically stated otherwise the purpose and intent of this survey is not for any construction activities or future planning.

3. If there is a septic tank or drain field shown on this survey, the location depicted hereon was either shown to the surveyor by a third party or it was estimated by visual above ground inspection. No excavation was performed to determine its location.

4. This survey is exclusively for a pending financial transaction and only to be used by the parties to whom it is certified.

5. Alterations to this survey map and report by other than the signing surveyor are prohibited.

6. Dimensions are in feet and decimals thereof.

7. Any FEMA flood zone data contained on this survey is for informational purposes only. Research to obtain said data was performed at www.fema.gov and may not reflect the most recent information.

8. Unless otherwise noted "SIR" indicates a set iron rebar, 5/8 inch in diameter and twenty-four inches long.

9. The symbols reflected in the legend and on this survey may have been enlarged or reduced for clarity. The symbols have been plotted at the approximate center of the field location and may not represent the actual shape or size of the feature.

10. Points of Interest (POI's) are select above-ground improvements, which may appear in conflict with boundary, building setback or easement lines, as defined by the parameters of this survey. These POI's may not represent all items of interest to the viewer. There may be additional POI's which are not shown or called-out as POI's, or which are otherwise unknown to the surveyor.

11. Utilities shown on the subject property may or may not indicate the existence of recorded or unrecorded utility easements.

12. The information contained on this survey has been performed exclusively by and is the sole responsibility of Exacta Land Surveyors, LLC. Additional logos or references to third party firms are for informational purposes only.

13. Due to varying construction standards, building dimensions are approximate and are not intended to be used for new construction or planning.

14. Surveyor bearings are used for angular reference and are used to show angular relationships of lines only and are not related or orientated to true or magnetic north. Bearings are shown as surveyor bearings, and when shown as matching those on the subdivision plats on which this survey is based, they are to be deemed no more accurate as the determination of a north orientation made on and for those original subdivision plats. North 00 degrees East is assumed and upon preparation of this plat, the resulting bearing between found points as shown on this survey is the basis of said surveyor bearings as defined and required to be noted by Illinois Administrative Code Title 68, Chapter VII, Sub-Chapter B, Part 1270, Section 1270.56, Paragraph B, Sub-Paragraph 6, Item k.

15. THIS SURVEY IS A PROFESSIONAL SERVICE IN COMPLIANCE WITH THE MINIMUM STANDARDS OF THE STATE OF ILLINOIS. NO IMPROVEMENTS SHOULD BE MADE ON THE BASIS OF THIS PLAT ALONE. PLEASE REFER ALSO TO YOUR DEED, TITLE POLICY AND LOCAL ORDINANCES. THIS DOCUMENT MAY ONLY BE USED BY THE PARTIES TO WHICH IT IS CERTIFIED.

SURVEYORS LEGEND:

LINETYPES

Boundary Line

Center Line

Chain Link or Wire Fence

Easement

Edge of Water

Iron Fence

Overhead Lines

Structure

Survey Tie Line

Vinyl Fence

Wall or Party Wall

Wood Fence

SURFACE TYPES

Asphalt

Brick or Tile

Concrete

Covered Area

Water

Wood

SYMBOLS

Benchmark

Center Line

Central Angle or Delta

Common Ownership

Control Point

Catch Basin

Elevation

Fire Hydrant

Find or Set Monument

Guywire or Anchor

Manhole

Tree

Utility or Light Pole

Well

ABBREVIATIONS

(C) - Calculated

(D) - Deed

(F) - Field

(M) - Measured

(P) - Plat

(R) - Record

(S) - Survey

A/C - Air Conditioning

AE - Access Easement

ANE - Anchor Easement

ASBL - Accessory Setback Line

B/W - Bay/Box Window

BC - Block Corner

BFP - Backflow Preventer

BLDG - Building

BLK - Block

BM - Benchmark

BR - Bearing Reference

BRL - Building Restriction Line

BSMT - Basement

C - Curve

C/L - Center Line

C/P - Covered Porch

C/S - Concrete Slab

CATV - Cable TV Riser

CB - Concrete Block

CH - Chord Bearing

CHIM - Chimney

CLF - Chain Link Fence

CME - Canal Maintenance Easement

CO - Clean Out

CONC - Concrete

COR - Corner

CS/W - Concrete Sidewalk

CUE - Control Utility Easement

CVG - Concrete Valley Gutter

D/W - Driveway

DE - Drainage Easement

DF - Drain Field

DH - Drill Hole

DUE - Drainage & Utility Easement

ELEV - Elevation

EM - Electric Meter

ENCL - Enclosure

ENT - Entrance

EOP - Edge of Pavement

EOW - Edge of Water

ESMT - Easement

EUB - Electric Utility Box

F/DH - Found Drill Hole

FCM - Found Concrete Monument

FF - Finished Floor

FIP - Found Iron Pipe

FIPC - Found Iron Pipe & Cap

FIR - Found Iron Rod

FIRC - Found Iron Rod & Cap

FN - Found Nail

FN&D - Found Nail & Disc

FRRSPPK - Found Rail Road Spike

GAR - Garage

GM - Gas Meter

ID - Identification

IE/EE - Ingress/Egress Easement

ILL - Illegible

INST - Instrument

INT - Intersection

IRRE - Irrigation Easement

L - Length

LAE - Limited Access Easement

LB# - License No. (Business)

LBE - Limited Buffer Easement

LE - Landscape Easement

LME - Lake/Landscape Maintenance Easement

LS# - License No. (Surveyor)

MB - Map Book

ME - Maintenance Easement

MES - Mitered End Section

MF - Metal Fence

MH - Manhole

MHWL - Mean High Water Line

NR - Non-Radial

NTS - Not to Scale

NAVD88 - North American Vertical Datum 1988

NGVD29 - National Geodetic Vertical Datum 1929

OG - On Ground

ORB - Official Records Book

ORV - Official Record Volume

O/A - Overall

O/S - Offset

OFF - Outside Subject Property

OH - Overhang

OHL - Overhead Utility Lines

OHWL - Ordinary High Water Line

ON - Inside Subject Property

P/E - Pool Equipment

PB - Plat Book

PC - Point of Curvature

PCC - Point of Compound Curvature

PCP - Permanent Control Point

PI - Point of Intersection

PLS - Professional Land

Surveyor

PLT - Planter

POB - Point of Beginning

POC - Point of Commencement

PRC - Point of Reverse Curvature

PRM - Permanent Reference Monument

PSM - Professional Surveyor & Mapper

PT - Point of Tangency

PUE - Public Utility Easement

R - Radius or Radial

R/W - Right of Way

RES - Residential

RGE - Range

ROE - Roof Overhang Easement

RP - Radius Point

S/W - Sidewalk

SBL - Setback Line

SCL - Survey Closure Line

SCR - Screen

SEC - Section

SEP - Septic Tank

SEW - Sewer

SIRC - Set Iron Rod & Cap

SMWE - Storm Water Management Easement

SN&D - Set Nail and Disc

SQFT - Square Feet

STL - Survey Tie Line

STY - Story

SV - Sewer Valve

SWE - Sidewalk Easement

TBM - Temporary Bench Mark

TEL - Telephone Facilities

TOB - Top of Bank

TUE - Technological Utility Easement

TWP - Township

TX - Transformer

TYP - Typical

UE - Utility Easement

UG - Underground

UP - Utility Pole

UR - Utility Riser

VF - Vinyl Fence

W/C - Witness Corner

W/F - Water Filter

WF - Wood Fence

WM - Water Meter/Valve Box

WV - Water valve

JOB SPECIFIC SURVEYOR NOTES:

THE ASSUMED BEARING REFERENCE OF SOUTH 3 DEGREES 50 MINUTES 47 SECONDS WEST IS BASED ON THE EASTERLY PROPERTY LINE OF , LOCATED WITHIN ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK , PAGE OF THE PUBLIC RECORDS OF COOK COUNTY, ILLINOIS.

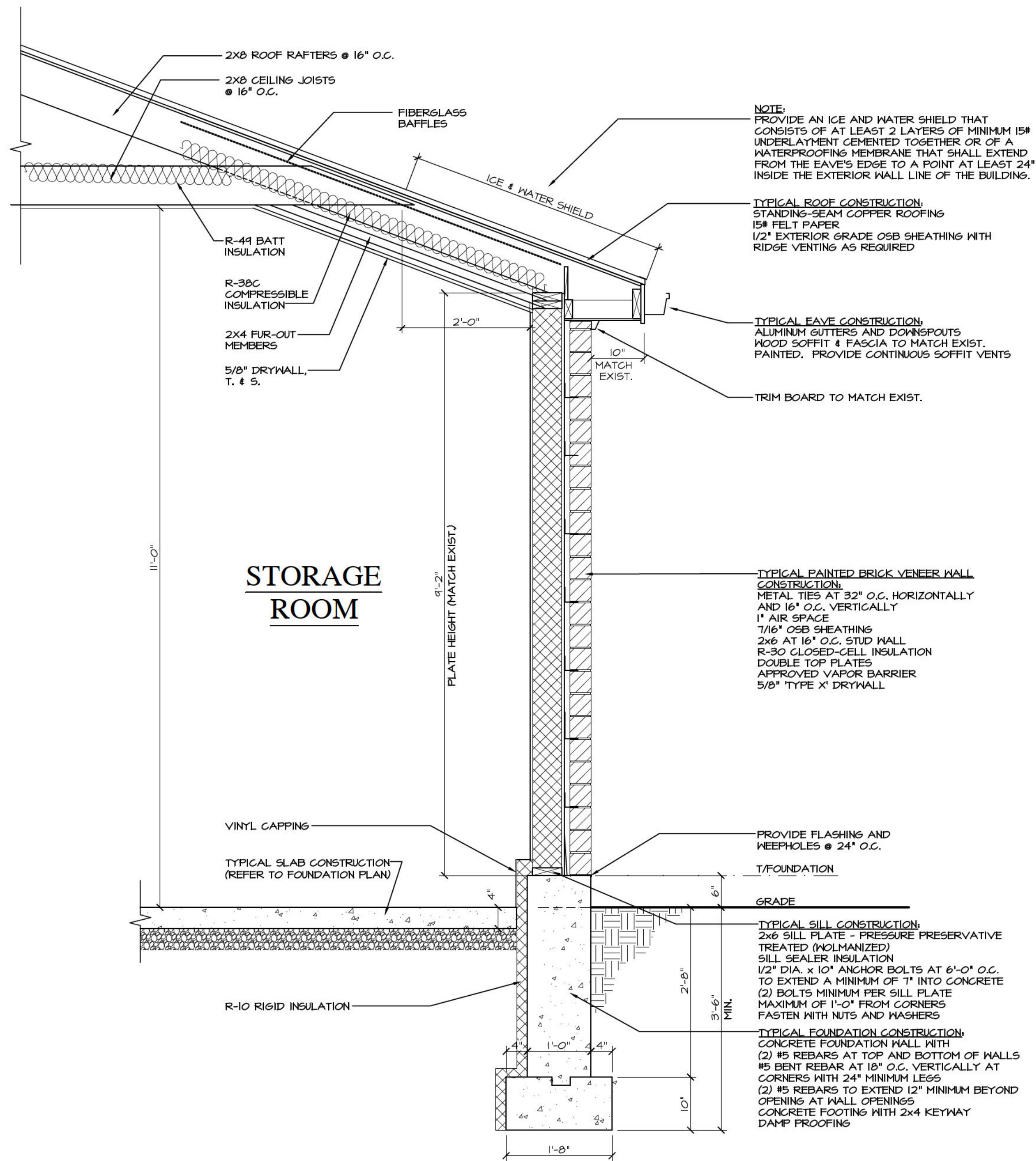
EXACTA

Land Surveyors, LLC

Exacta Land Surveyors, LLC
PDF # 184008059
o: 773.305.4011
316 East Jackson Street | Morris, IL 60450

SEE PAGE 1 OF 2 FOR MAP OF PROPERTY
PAGE 2 OF 2 - NOT VALID WITHOUT ALL PAGES

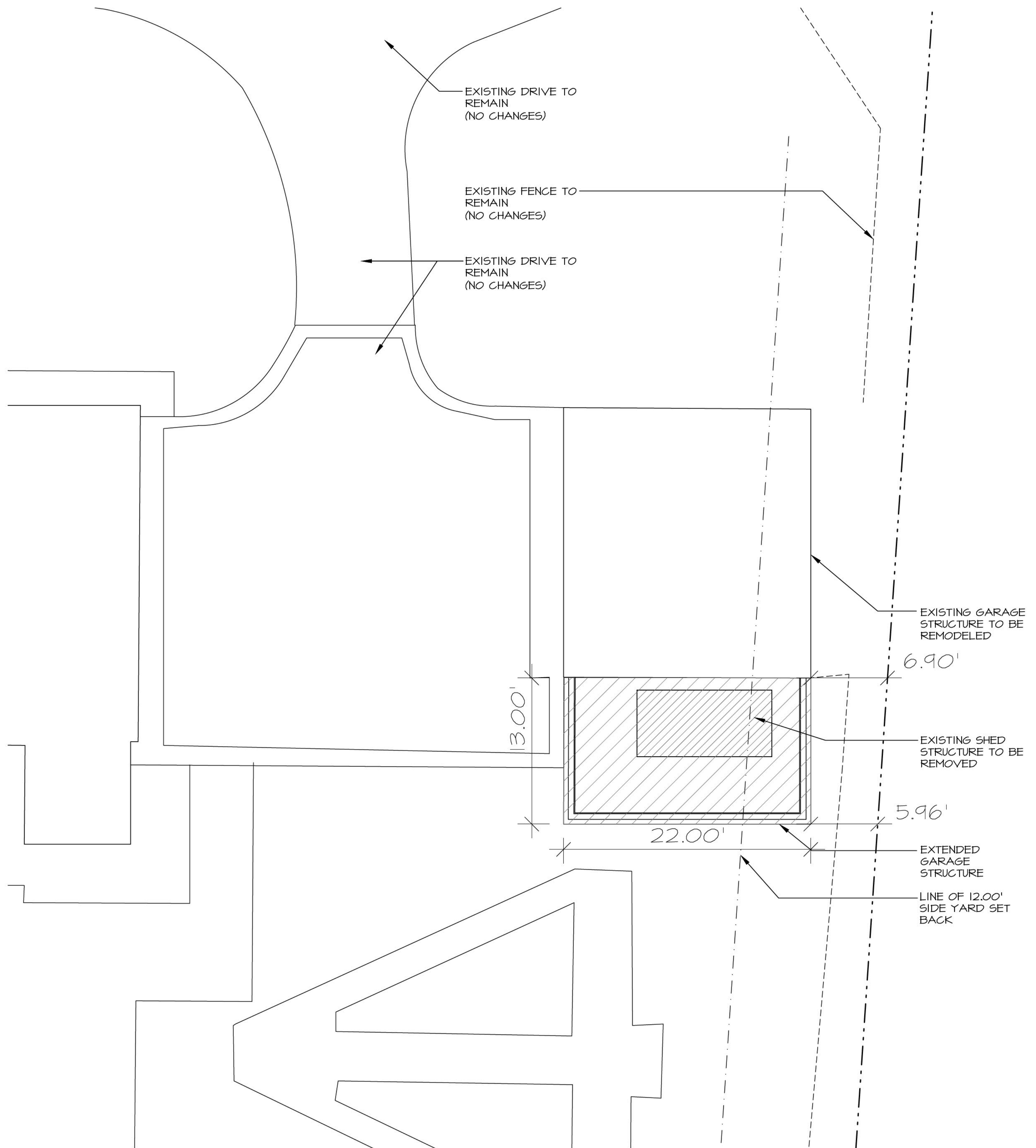
Page 226 of 232



2 TYPICAL WALL SECTION

A 02

SCALE: 3/4" = 1'-0"



1 ENLARGED SITE PLAN

A 02

SCALE: 3/16" = 1'-0"

NOTE: ALL SCALE DESIGNATIONS ARE FOR SHEETS PRINTED ON 24" x 36" SIZE PAPER. (ARCH-D)

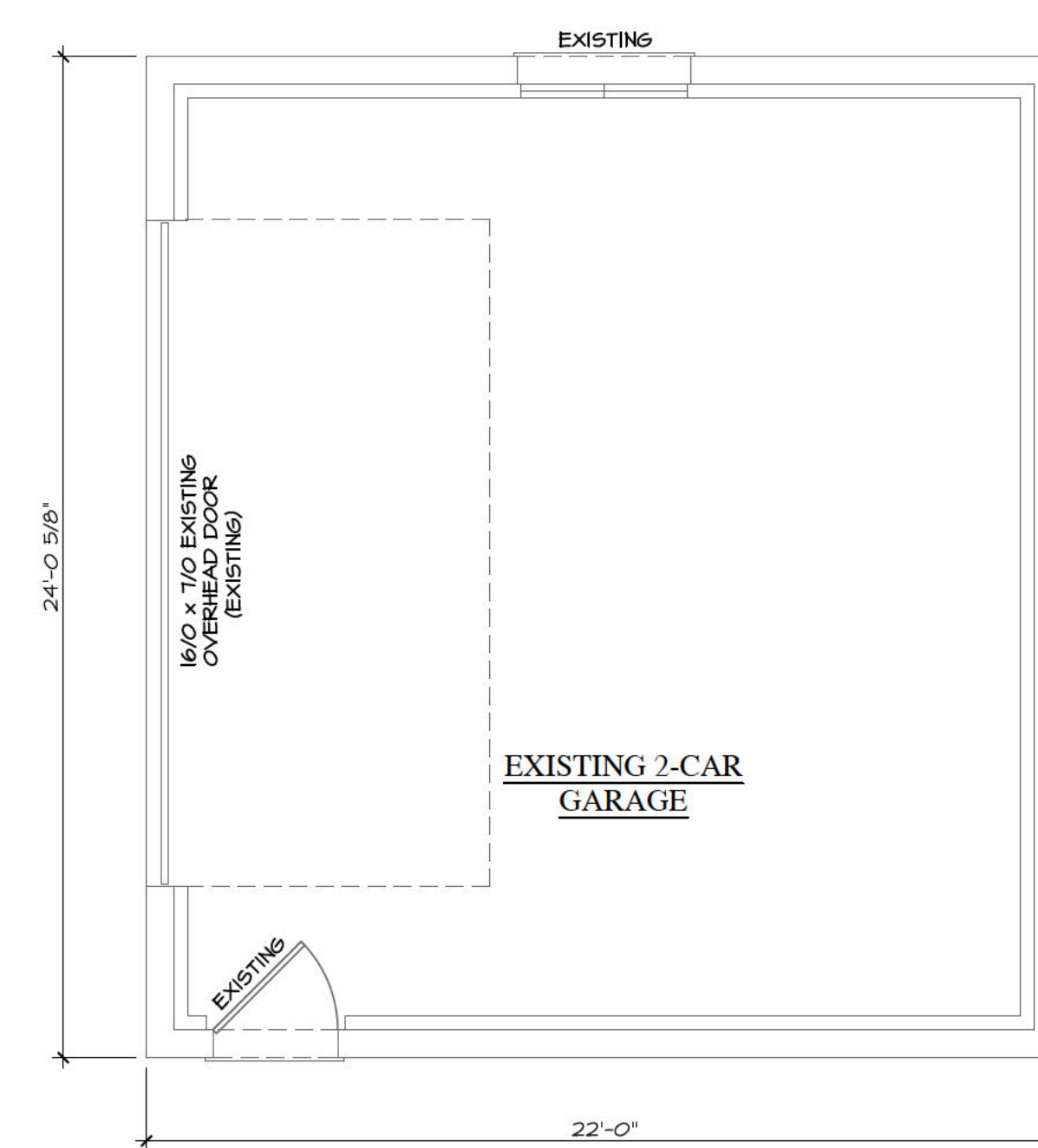
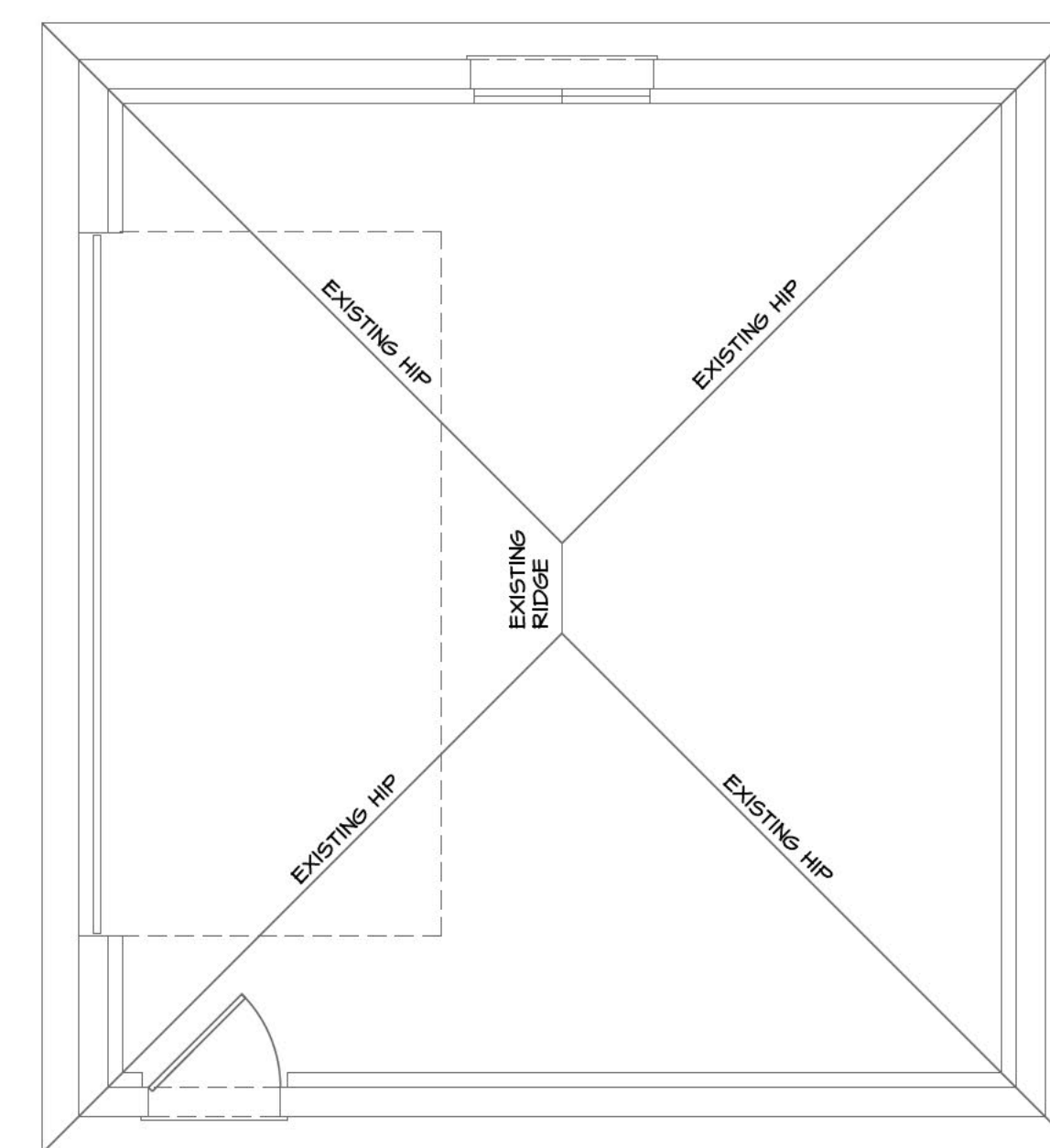
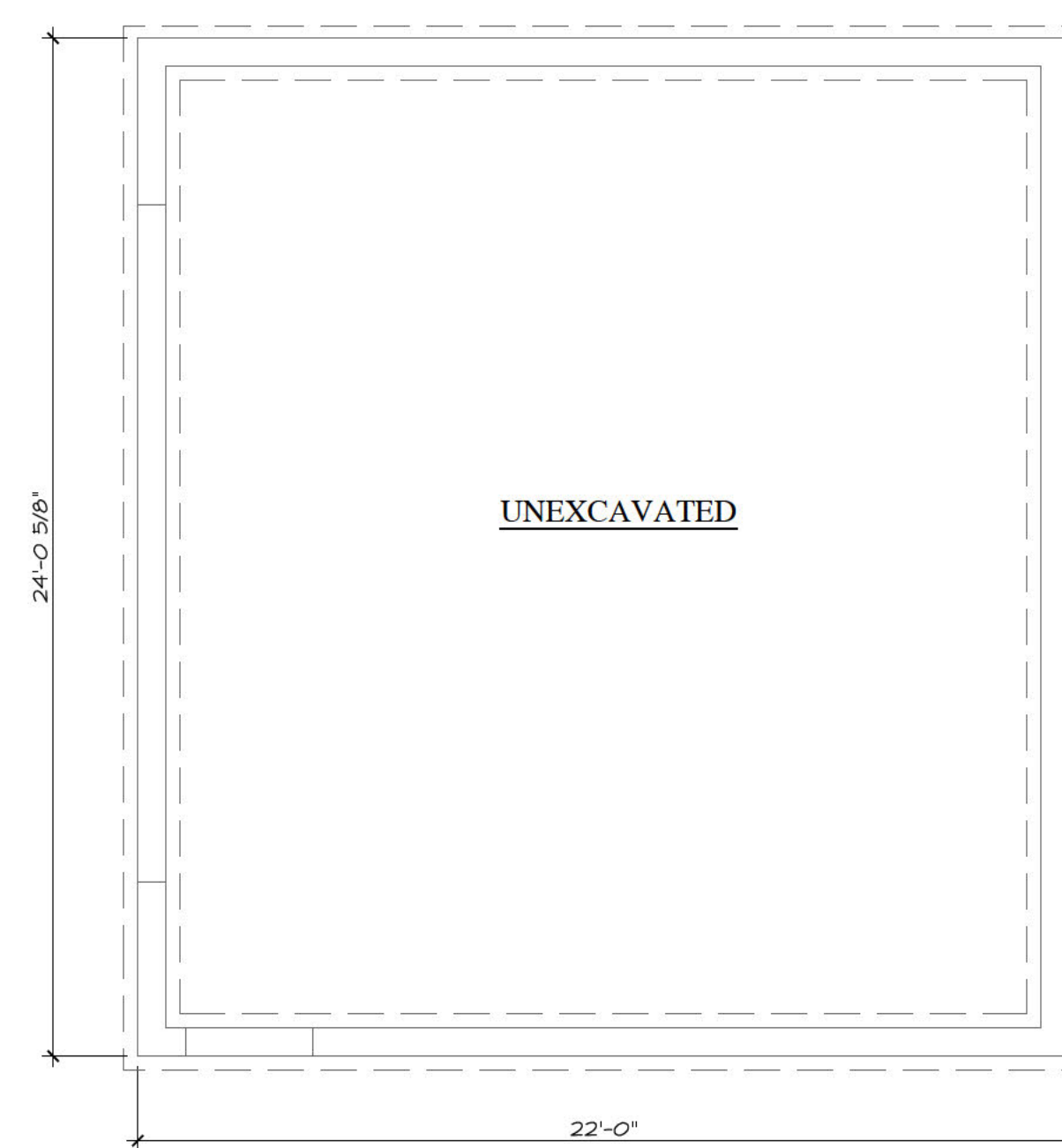
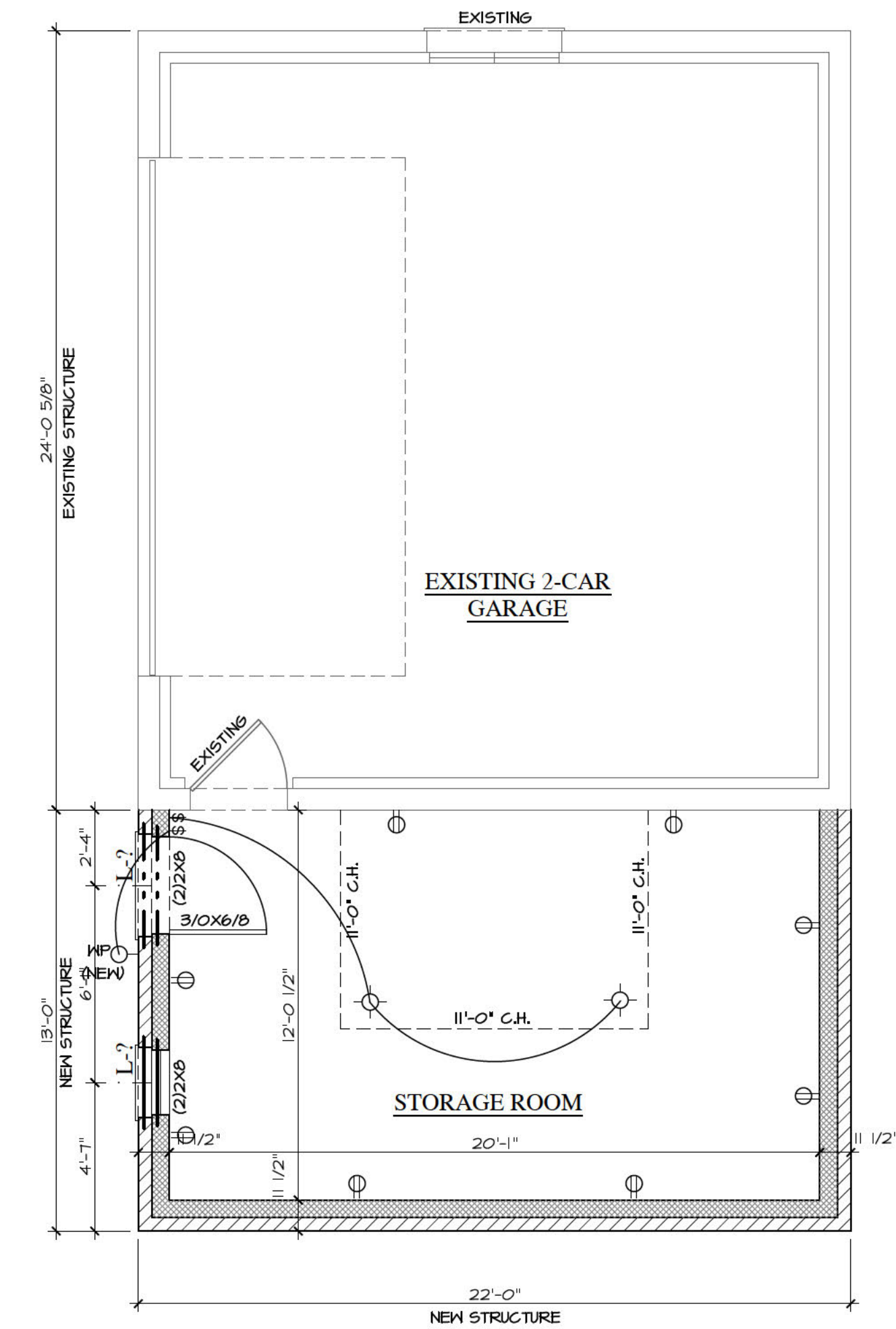
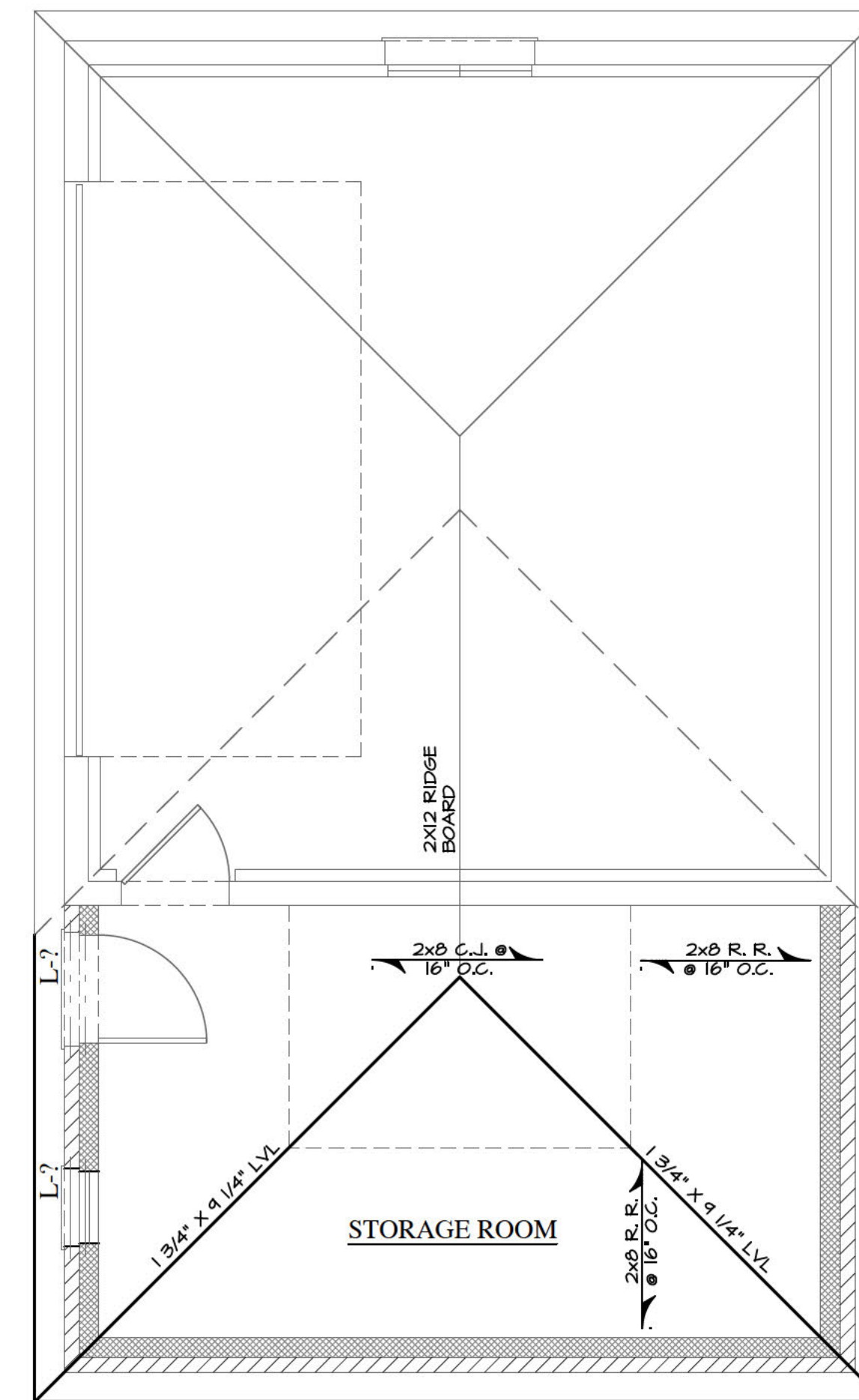
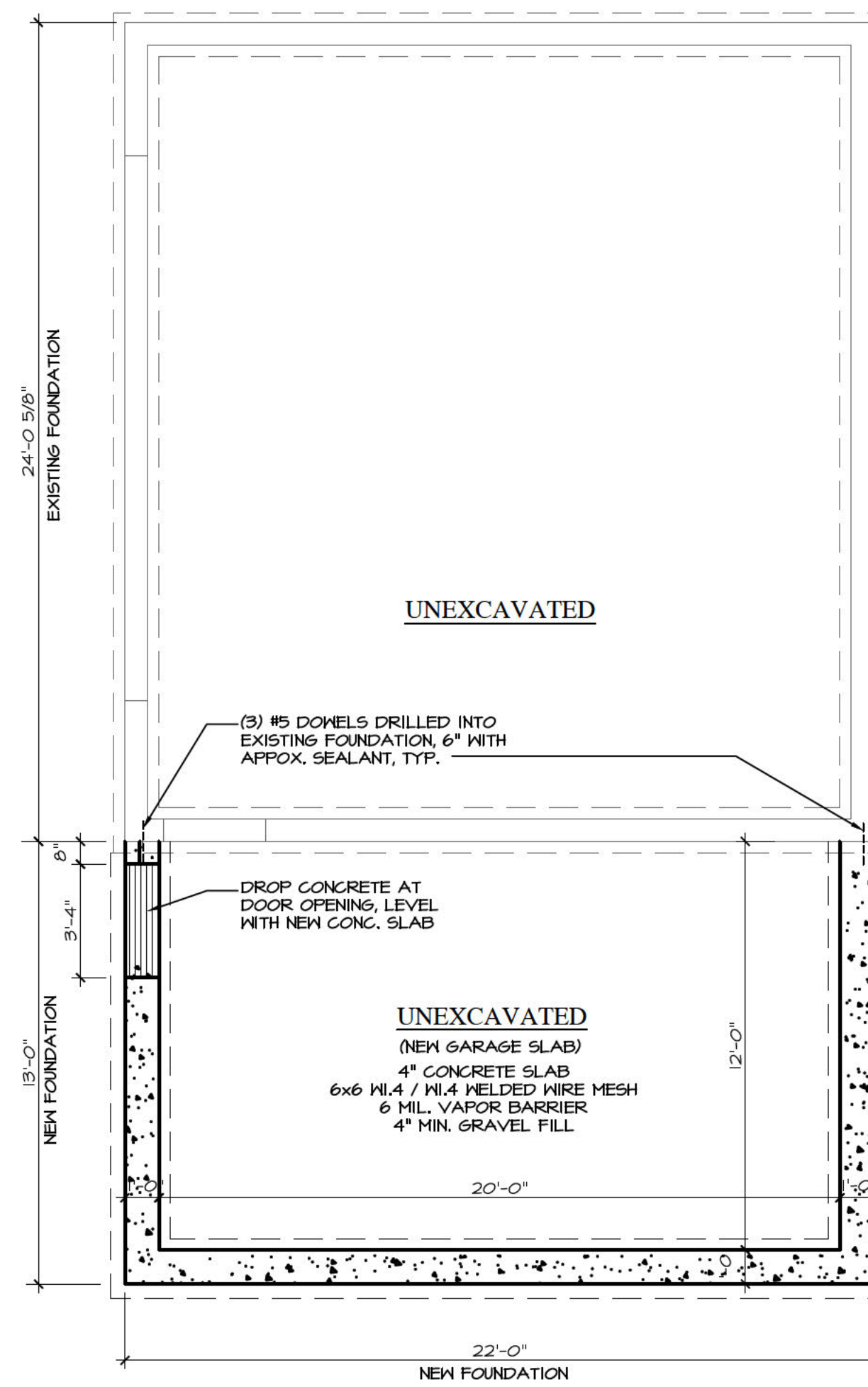
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12/04/2024 REVIEW	12/23/2024 FINAL
08/11/2025 REVIS	09/09/2025 REVISED
09/11/2025 REVIS	09/23/2025 REVISED PER BLDG. DEPT.

26575 COMMERCE DR.
SUITE 607
VOLO, IL 60073
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WWW.ASPECTDESIGNINC.COM
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PROJECT #	AD24227
DRAWN BY:	DB / MB
20 FOX LANE SITE PLAN & WALL SECTION	
A 02	
# 2 OF 4 TOTAL SHEETS	

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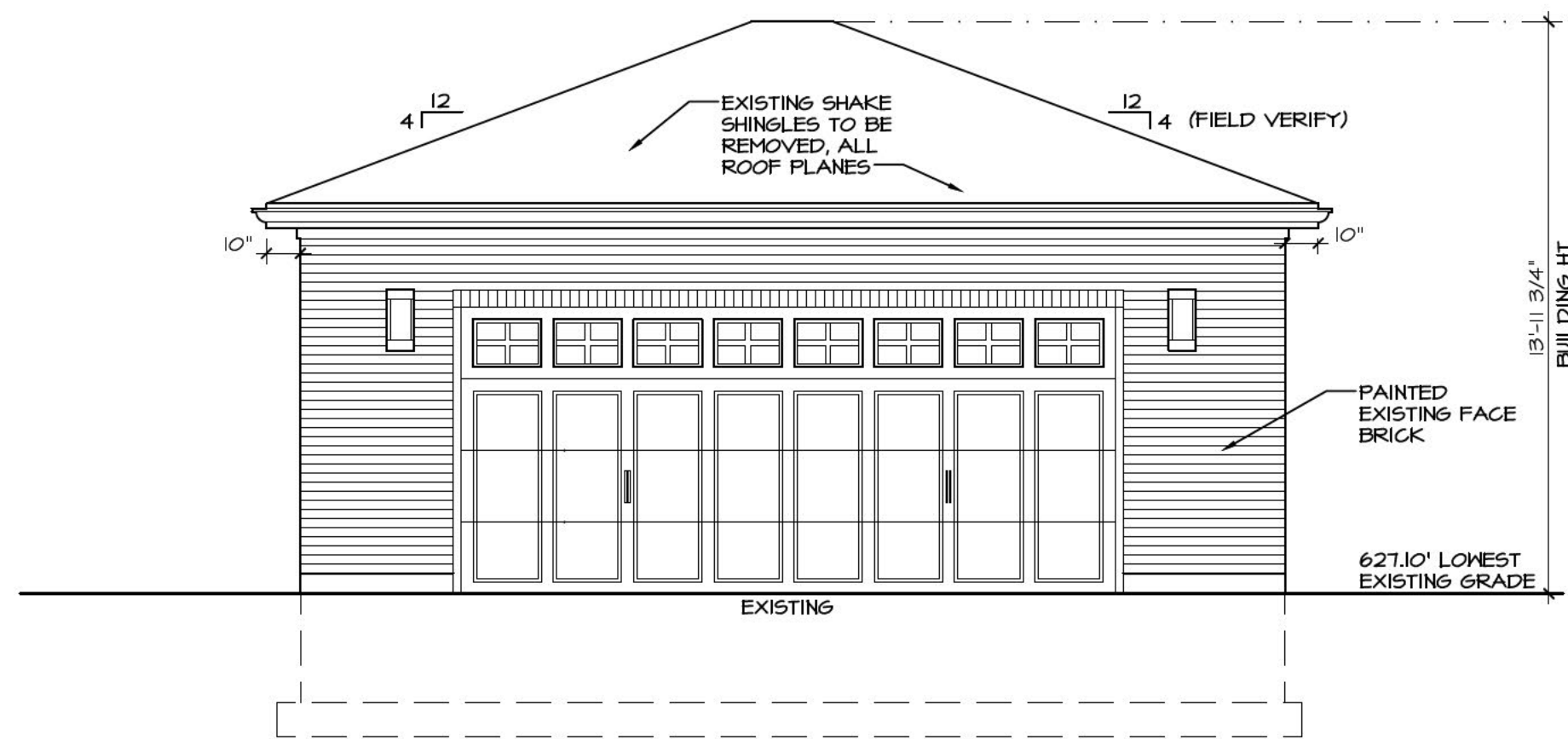
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REVIEW	12/23/2024
FINAL	08/11/2025
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REVISED	09/11/2025
Δ REVISED PER BLDG. DEPT.	09/23/2025

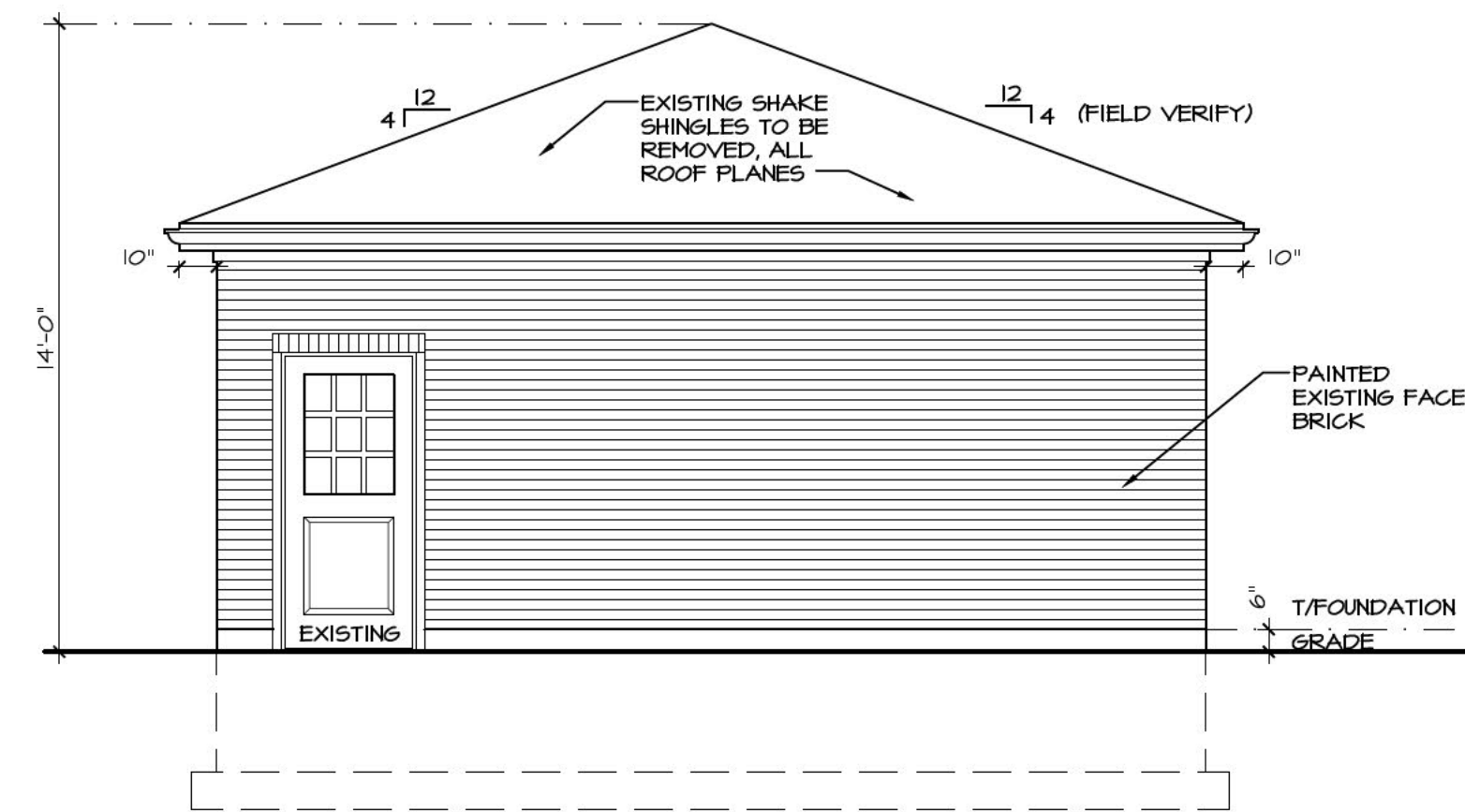
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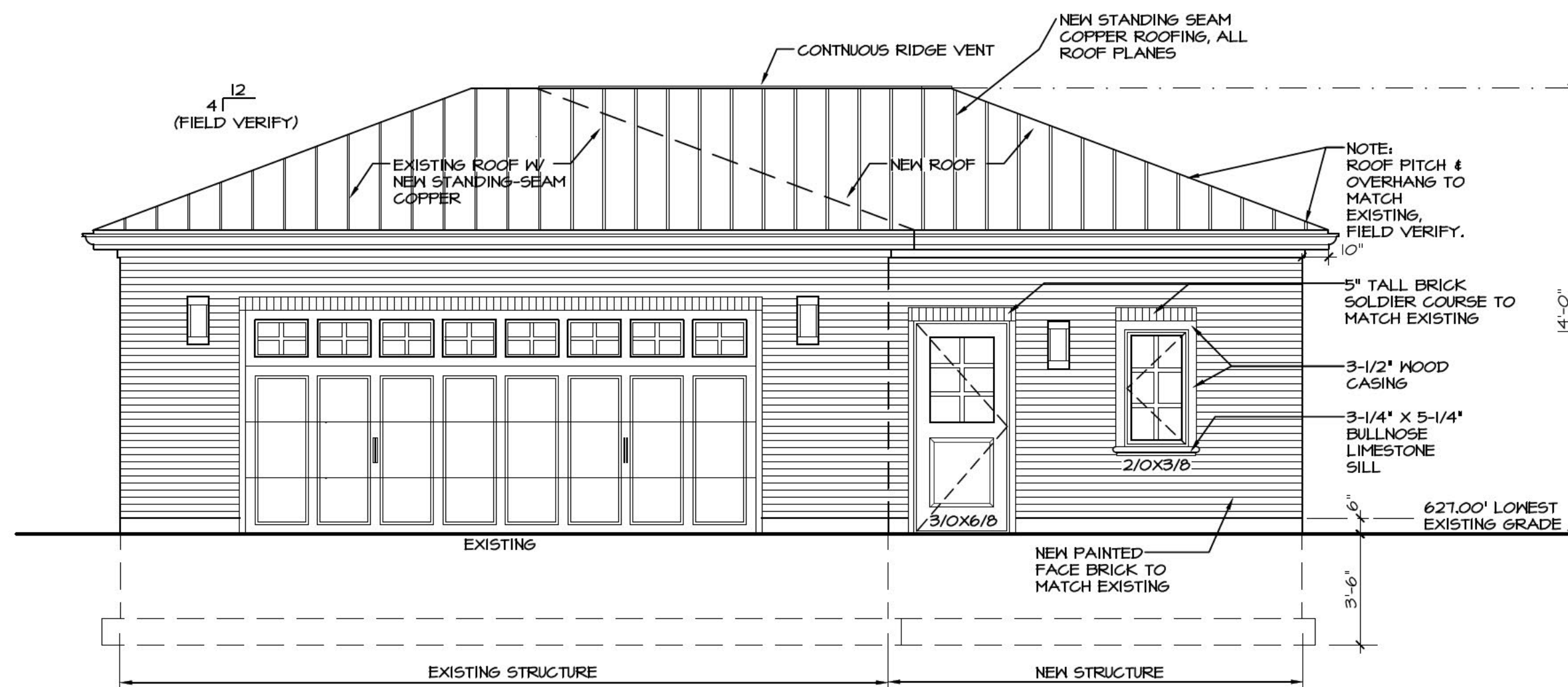
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20 FOX LANE FLOOR PLANS A 03	
# 3 OF 4 TOTAL SHEETS	



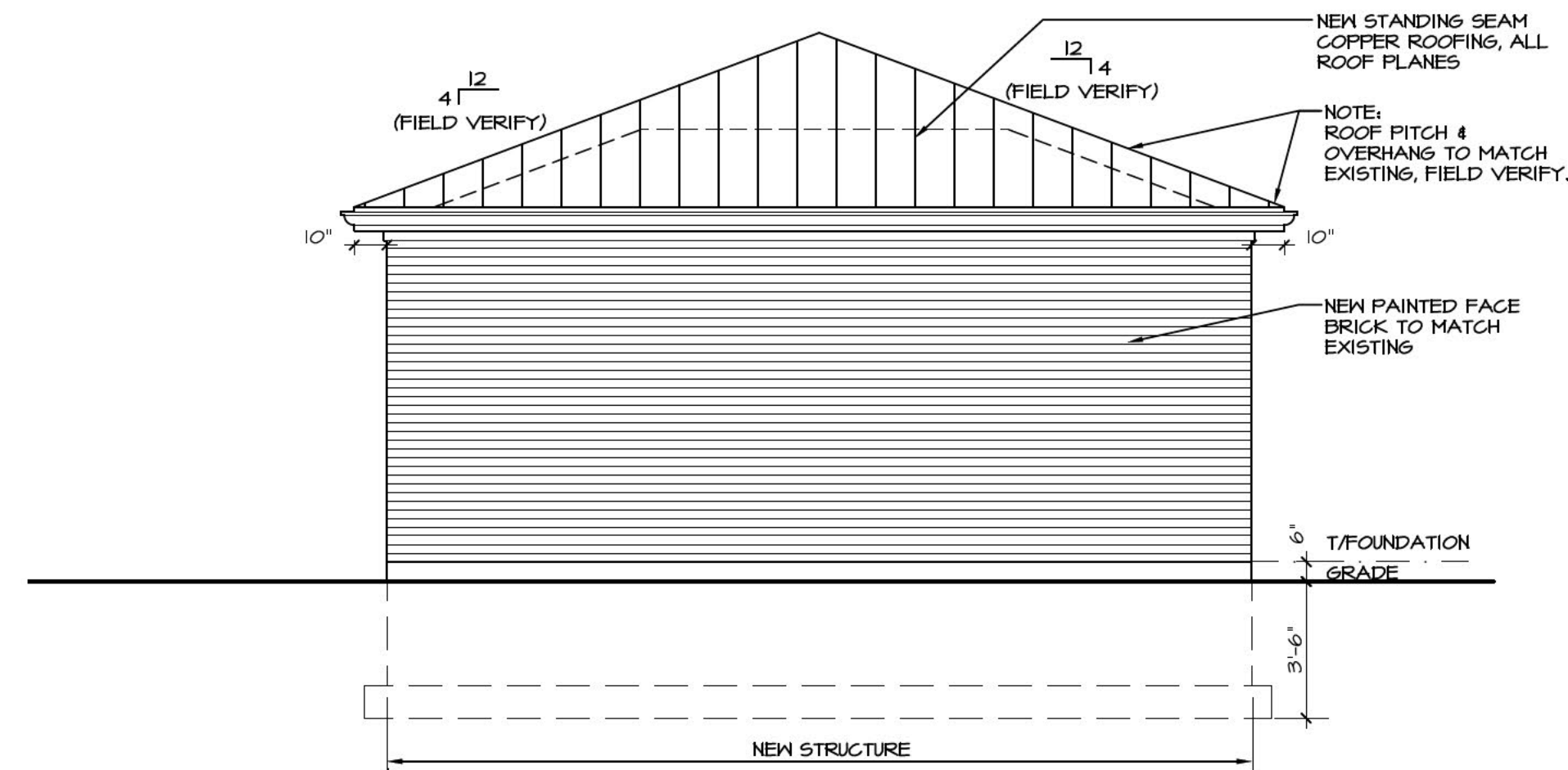
4 WEST ELEVATION (EXISTING)
A 04 SCALE: 1/4" = 1'-0"



2 SOUTH ELEVATION (EXISTING)
A 04 SCALE: 1/4" = 1'-0"



3 WEST ELEVATION (PROPOSED)
A 04 SCALE: 1/4" = 1'-0"



1 SOUTH ELEVATION (PROPOSED)
A 04 SCALE: 1/4" = 1'-0"

NOTE: ALL SCALE DESIGNATIONS
ARE FOR SHEETS PRINTED ON
24" x 36" SIZE PAPER, (ARCH-D)

GARAGE STORAGE ROOM ADDITION 20 FOX LANE WINNETKA, IL. 60093	
12/04/2024 REVIEW	12/23/2024 FINAL
08/11/2025 REVIEWED	09/09/2025 REVISED
09/11/2025 REVISED	09/23/2025 REVISED PER BLDG. DEPT.

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ARCHITECTS

PROJECT #	AD24227
DRAWN BY:	DB / MB
20 FOX LANE EXTERIOR ELEVATIONS	
A 04	
# 4 OF 4 TOTAL SHEETS	

**WINNETKA ZONING BOARD OF APPEALS MEETING MINUTES EXCERPT
NOVEMBER 10, 2025**

Zoning Board Members Present:

Matt Bradley, Chairman

Mark Haller

Lynn Hanley

Kathryn Leister

Zoning Board Members Absent:

Mike Nielsen

Michael Ritter

Todd Vender

Village Staff:

Scott Mangum, Director of Community Development

Ann Klaassen, Assistant Director of Community

Development

Christopher Marx, Associate Planner

New Cases:

a. Case No. 25-22-V2: 20 Fox Lane: An application seeking approval of a zoning variation to allow construction of an addition to the existing detached garage at 20 Fox Lane. The requested variation would permit the proposed improvement to provide less than the minimum required side yard setback from the east property line. The Village Council has final jurisdiction on this request.

Mr. Marx summarized the side yard setback variation request and identified the property's location, improvements and zoning classification. He referred to photos of the home and identified the detached garage as well as the existing storage shed. Mr. Marx stated the proposal included removing the shed and building a one story addition in its place on the south side of the garage. He stated the highlighted area represented the area of the proposed addition which would cause the addition to have a setback of 5.96 feet at the closest point to the east property line representing a variation of 6.04 feet or 50.33%. Mr. Marx stated the garage currently encroached into the side yard setback.

Mr. Marx summarized the proposed addition's measurements which would be built over the existing shed's footprint and would be aesthetically contiguous with the existing garage's design. He also identified the proposed front building elevation and noted the request was reviewed by the Historic Preservation Commission (HPC), since the property is a locally designated landmark. Mr. Marx stated the HPC found the proposed alterations were appropriate to the property's preservation. He then summarized the Board's purview in reviewing the application and stated following the applicant's presentation, public comment and Board discussion, the Board may either continue the matter to a date certain to allow the applicant and Village staff time to address any additional questions or consider a motion recommending approval or denial of the variation with draft language included on page nos. 7 and 8. He asked if there were any questions. No questions were raised at this time.

Chairman Bradley swore in those speaking to this matter. Jeff Letzter of Aspect Design, Inc. stated he represented the applicants, Brendan and Colleen Carroll, who are also present. He stated the variation being more than 50% is due to the property line not being parallel with the building's construction.

1 Chairman Bradley asked if there were any questions. He then asked if there is a reason the design had to
2 be flush with the garage in order to maintain the existing nonconformity by less than one foot which
3 would obviate the need to increase the existing nonconformity. Mr. Letzter responded they are
4 attempting to keep the addition in line with the existing building and not create a 6-8 inch jog which would
5 also affect the roofline. He stated the proposal would be more aesthetically pleasing and referred to the
6 HPC's appreciation that the proposed addition would keep in line with the existing building. Mr. Letzter
7 added since it is a painted brick building, they were able to keep it flush and allow it to appear as if it had
8 always been there.
9

10 Chairman Bradley noted there are no audience members to comment and called the matter in for
11 discussion. Ms. Hanley stated her initial consideration was to vote against the request but the alternatives
12 of shrinking the addition, etc. did not make sense. She then stated she is struggling to see where the
13 request met the hardship standard. Ms. Leister stated the standards are met with reasonable return being
14 the only questionable standard and commented it did not make sense for a home of this type to have a
15 shed. She concluded by stating due to the size of the ask, she is fine with the request. Mr. Haller agreed
16 with the comments made and referred to the de minimus amount of the request and the HPC's comments.
17 He also stated the home next door is located 65 feet away and there would not be a hardship in that
18 regard. Mr. Haller stated the difficulty related to the home not being squarely sited on the lot and he
19 would vote in favor of the request. Chairman Bradley stated he would be in support of the request as well
20 noting some of the anomaly derived from the awkward lot shape and the penalty being placed on the
21 garage in terms of where it was originally situated. He stated the modest addition would improve the site
22 and result in an adequate amount of storage which is not an automatic guarantee. Chairman Bradley also
23 referred to the issue of possible precedent setting but the request is due to the variation being 50% for
24 an actual de minimus amount. Ms. Hanley concluded she would be in favor of the request.
25

26 Chairman Bradley asked for a motion to recommend approval as included on page 7. A motion to
27 recommend approval of the variation was made by Mr. Haller and seconded by Ms. Hanley. A vote was
28 taken and the motion unanimously passed, 4 to 0:

29 AYES: Bradley, Haller, Hanley, Leister

30 NAYS: None
31
