



Village of Winnetka

Village Council Regular Meeting

May 5, 2026 at 7:00 PM
Village Hall
510 Green Bay Road

AGENDA

- 1. Call to Order**
- 2. Pledge of Allegiance**
- 3. Village Clerk's Report: Election Results**
- 4. Village Clerk to Administer Oath of Office to Trustee Robert Apatoff, Trustee Kristina Dalman, and Trustee Kimberly Handler**
- 5. Quorum**
 - a. May 12, 2026 Special Study Session
 - b. May 19, 2026 Regular Meeting
 - c. June 2, 2026 Regular Meeting
- 6. Presentations**
 - a. Presentation by New Trier Township Supervisor Gail Eisenberg
- 7. Public Comments**
- 8. Reports**
- 9. Establishment of Consent Agenda**
- 10. Approval of Consent Agenda**
 - a. Approval of Village Council Minutes
 - i. April 7, 2026 Regular Meeting
 - ii. April 14, 2026 Special Study Session
 - b. Approval of Warrant List Dated April 17, 2026 - April 30, 2026
 - c. Ordinance No. M-06-2026: Approving a Final Plat of Subdivision and Granting Variations from the Winnetka Zoning Ordinance (829 and 833 Foxdale Avenue) (Introduction/Adoption)
 - d. Resolution No. R-42-2026: Approving Reimbursement to the Village of Kenilworth for Green Bay Road Streetscape Design Services for Phase I Engineering Study (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.

- e. Resolution No. R-48-2026: Approving a License Agreement with Level 3 Communications, LLC for Installation of Fiber Optic Cable in Village Rights of Way (Adoption)

11. Ordinances and Resolutions

- a. Ordinance No. M-07-2026: Granting a Special Use Permit for the Operation of an Audiology Medical Office Within the C-2 Commercial Overlay District of the Village (730 Elm Street, Suite 120) (Introduction/Adoption)
- b. Resolution No. R-46-2026: A Resolution of the Village of Winnetka in Support of the Illinois America250 Commemoration (Adoption)

12. Old Business

13. New Business

14. Appointments

- a. Appointment of 2026/2027 Council Organizational Assignments

15. Closed Session

16. Adjournment

**MINUTES
WINNETKA VILLAGE COUNCIL
REGULAR MEETING
April 7, 2026**

(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, April 7, 2026, at 7:00 PM.

- 1) Call to Order. President Dearborn called the meeting to order at 7:01 PM. Deputy Village Manager Hannah Lipman called the roll. Present: Trustees Kim Handler, Scott Myers and Bridget Orsic. Absent: Trustees Kirk Albinson. Also present: Deputy Village Clerk Berina Gradjan, Village Attorney Peter Friedman, Community Development Director Scott Mangum, and approximately 11 people in the audience.

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

Trustee Dalman 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 Dalman may participate remotely unless 2/3 of the Council objects. With no objections, Trustee Dalman participated remotely fully in the meeting.

Call to Order. Deputy Village Manager Hannah Lipman called Trustee Apatoff and Trustee Dalman for attendance.

- 2) Pledge of Allegiance. Trustee Orsic led the group in the Pledge of Allegiance.

- 3) Quorum.

- a) April 14, 2026 Special Study Session All of the Council members present said they expect to attend.
- b) April 21, 2026 Regular Meeting All of the Council members present said they expect to attend.
- c) May 5, 2026 Regular Meeting All of the Council members present said they expect to attend.

- 4) Public Comment:

- i. Ted Wynnychenko addresses Council regarding back flow prevention testing.
- ii. Christina Codo provides feedback regarding the Winnetka Former Post Office Site Redevelopment survey issued.
- iii. Warren James addresses Council regarding a news article from the Record North Shore as it relates to the restoration of Tower Road Pier, urging the Village to reconsider their course of action.

- 5) Reports:

- a) Trustees. No report.

- b) Village Attorney. No report.
- c) Deputy Village Manager. No report.
- d) Village President. No report.

6) Establishment of the Consent Agenda

President Dearborn requested that Resolution No. R-36-2026 be pulled from the consent agenda for a separate discussion. Without objection, Resolution No. R-36-2026 is pulled from the consent agenda.

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

7) Approval of the Consent Agenda

- a) Approval of Village Council Minutes
 - i. February 10, 2026 Special Study Session
 - ii. March 3, 2026 Regular Meeting
- b) Approval of Warrant List Dated March 13, 2026 – April 2, 2026 in the amount of \$2,341,382.56.
- c) Resolution No. R-38-2026: Designating Lakeside Bank as a Depository for the Village of Winnetka and Designating Authorized Signatures (Adoption)

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

8) Ordinances and Resolutions.

- a. Resolution No. R-36-2026: Awarding a Contract to Bulley & Andrews Concrete Restoration, LLC for Services Related to the Hubbard Woods Parking Garage Repair and Restoration (Adoption)

President Dearborn requests that Council be provided an update from the January 6th Council meeting regarding the Hubbard Woods Parking Deck Repairs.

Deputy Village Manager Hannah Lipman confirms that the parking garage repair and restoration project is still within budget and with Council approval, the resolution would approve critical and structural repairs, as well as certain aesthetic repairs. Additionally, Council is advised regarding bid package stipulations.

Council discusses signage costs and budgeting matters related to the project.

Trustee Handler, seconded by Trustee Orsic, moved to adopt Resolution No. R-36-2026. By roll call vote, the motion carried. Ayes: Trustees Apatoff, Dalman, Handler, Myers and Orsic. Nays: None. Absent: Trustee Albinson.

- b. Ordinance No. MC-01-2026: Zoning Text Amendment to Confirm Lot Line Designation on Lots with more than Two Street Frontages (Public Hearing and Introduction/Adoption)

At the March 19th Council meeting, a resolution initiating a zoning text amendment and public hearing to make amendments to the Zoning Ordinance regarding lot line designations was adopted. The Village President announced that a public hearing is held at

this meeting to consider such amendments. A public hearing notice was advertised in the Chicago Tribune ahead of the meeting in accordance with law.

The public hearing opens at 7:22 pm.

Village Attorney Peter Friedman confirms that amendments made to the zoning code, and zoning map, require a public hearing. Should members of the public testify, an oath will be administered.

Community Development Director Scott Mangum advises Council that the amendments to the zoning code confirm the existing designations of lot lines, noting minor changes to the front lot line definition, the rear lot line definition, and rear yard definition.

There was no public comment offered.

Village Attorney Peter Friedman suggests a minor language change in the ordinance; the word “shorter” to be replaced with “most nearly parallel” in the fourth and fifth recital;

WHEREAS, the Village Zoning Ordinance has historically and consistently required that the two most nearly parallel frontages be designated as “front lot lines” on properties with more than two street frontages, including, without limitation, for purposes of calculating and granting required setback variations; and

*WHEREAS, in light of the final order in Case No. 2025 CH 9530 (Circuit Court of Cook County), the Village Council has determined that it is necessary to amend the Zoning Ordinance to confirm that the Zoning Ordinance requires that the two most nearly parallel frontages be designated as “front lot lines” on properties with more than two street frontages (“**Confirming Amendments**”); and*

Trustee Orsic, seconded by Trustee Myers, moved to waive introduction of Ordinance No. MC-01-2026. This voice vote was approved unanimously.

Trustee Handler, seconded by Trustee Orsic, moved to adopt Ordinance No. MC-01-2026 with amendments to the fourth and fifth recital as indicated by Village Attorney Peter Friedman. By roll call vote, the motion carried. Ayes: Trustees Apatoff, Dalman, Handler, Myers, and Orsic. Nays: None. Absent: Trustee Albinson. Old Business. None.

9) New Business.

a) Short-Term Rental Regulations – Policy Direction

Community Development Director Scott Mangum provides information regarding current regulations related to short-term rentals in the Village Code. Currently, short-term rentals are not directly referenced in the Village Code and are prohibited due to not being listed as either a permitted principal use or special use in the Zoning Code, making it difficult to determine the duration of a rental that can be enforced by the Village. Council is advised of neighboring community regulations regarding short-term rentals.

Council discusses duration of short-term rentals, concerns related to rentals in the community, noise concerns related to rentals, and consideration of commercial property code maintenance.

Council directs Village Attorney Peter Friedman to prepare an ordinance permitting sixty-day rentals with regulations.

10) Appointments:

- a) Re-appoint Margaret Benson as Chairperson of the Board of Fire and Police Commissioners – her term will expire on May 1, 2029.
- b) Re-appoint Tim Ring to a full term on the Environmental, Forestry & Sustainability Commission – his term will expire on May 1, 2029
- c) Re-appoint Megan Bauman to a full term on the Firefighters Pension Board – her term will expire on May 1, 2031.
- d) Re-appoint Thomas Thibeault to a full term on the Firefighters Pension Board – his term will expire on May 1, 2031.
- e) Re-appoint Joe Stuart to a full term on the Historic Preservation Commission – his term will expire on May 1, 2029.
- f) Re-appoint Paul Weaver to a full term on the Historic Preservation Commission – his term will expire on May 1, 2029.
- g) Re-appoint Mamie Case to a full term on the Plan Commission – her term will expire on May 1, 2029.
- h) Re-appoint Matt Bradley as Zoning Board of Appeals representative on the Plan Commission – his term will expire on May 1, 2029.
- i) Re-appoint Michael Ritter to a full term on the Zoning Board of Appeals – his term will expire on May 1, 2031.

Trustee Handler seconded by Trustee Myers, moved to re-appoint the said members to their respective boards as set forth by appointments a and i, by omnibus vote. By voice vote, the motion carried unanimously.

11) Closed Session: None.

12) Adjournment. Trustee Handler, seconded by Trustee Orsic moved to adjourn the meeting. By voice vote, the motion carried unanimously. The meeting adjourned at 7:46 p.m.

Recording Secretary

**MINUTES
WINNETKA VILLAGE COUNCIL
SPECIAL STUDY SESSION
April 14, 2026**

(Approved: xx)

A record of a legally convened meeting of the Council of the Village of Winnetka, which was held at the Council Chambers on Tuesday, April 14, 2026 at 7:00 PM.

- 1) Call to Order. President Dearborn called the meeting to order at 7:02 PM. Village Manager Kristin Kazenas called the roll of the Village Council. Present: Trustees Kirk Albinson, Rob Apatoff, Tina Dalman, and Scott Myers. Absent: Trustees Kim Handler and Bridget Orsic. Also present: Deputy Village Manager Hannah Lipman, Deputy Village Clerk Berina Gradjan, Village Attorney Ben Schuster, Community Development Director Scott Mangum, and approximately 4 persons in the audience.

- 1) Public Comment:

- i. Ted Wynnychenko addresses Council regarding back flow prevention testing.

Trustee Handler enters at 7:05 pm.

- ii. Warren James addresses Council regarding a misstatement made regarding the Tower Road Pier and Park District annual dredging.

Village Manager Kristin Kazenas advises members of the public that the community is under a tornado watch and should weather conditions escalate, President Dearborn will call a recess and all in attendance will seek shelter in the basement.

- 2) Open Space Policy Discussion

The Winnetka Council Caucus surveys have included questions about open space, and the 2025 survey asked respondents to personally define open space in the community. Results show that residents value and want to protect open spaces and define open spaces in the community as parks, natural areas, and public gathering spaces. Additionally, the survey indicated that open spaces may still be enhanced or modified but should remain open space and not be limited in considering alternate uses for spaces without buildings.

Community Development Director Scott Mangum addresses key policy initiatives related to open spaces, defining open space, zoning and special uses, regulations of open space, various land use matters, and public and private regulated areas within the Village.

Council is advised on various policy direction options including a Comprehensive Plan recommendation to establish specific zoning district or standards for open spaces, expanding the overlay zoning district, or negotiate an inter-governmental agreements with applicable agencies.

Environmental, Forestry, & Sustainability Chair Peter Eck addresses Council regarding open space survey results and the importance of preservation of open spaces.

Public Comment

Christina Codo, Park District Commissioner, addresses matters related to communication between the Village Council and Park District Board regarding the open space discussion.

Warren James addresses the Park Districts implementation of the Waterfront 2030 plan and regulations related to land use and zoning.

Peter Eck emphasizes the importance of protecting open space and defining what open space means.

Ted Wynnychenko addresses matters related to public access at street end beaches.

Jeffrey Liss emphasizes the importance of also protecting parking lots within the Village.

Council discusses matters related to open spaces, both public and private, zoning, land transactions and legal matters, implementation of measures to preserve and protect open spaces considered as parks and natural spaces by the community, amending the Village Code to regulate open spaces, zoning designations, comprehensive plan pillars,

Village Attorney Ben Schuster advises Council regarding zoning regulations, defining open spaces, and the process of implementing text amendments for zoning regulations and mapping.

Council further discusses zoning amendments regarding the regulation of open spaces.

Policy direction is provided to staff to proceed with option 1: Comprehensive Plan recommendation: establish specific zoning district or standards for open spaces.

- 3) Adjournment. Trustee Handler, seconded by Trustee Dalman moved to adjourn the meeting. By voice vote, the motion carried. The meeting adjourned at 8:34 pm.

Recording Secretary



Agenda Item Executive Summary

TITLE: Approval of Warrant List Dated April 17, 2026 - April 30, 2026

PRESENTER: Kristin Kazenas

AGENDA DATE: May 5, 2026

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

None.

EXECUTIVE SUMMARY:

The Warrant List Dated April 17, 2026 - April 30, 2026

RECOMMENDATION:

Consider Approving the Warrant List Dated April 17, 2026 - April 30, 2026

ATTACHMENTS:

None



Agenda Item Executive Summary

TITLE: Ordinance No. M-06-2026: Approving a Final Plat of Subdivision and Granting Variations from the Winnetka Zoning Ordinance (829 and 833 Foxdale Avenue) (Introduction/Adoption)

PRESENTER: Scott Mangum

AGENDA DATE: May 5, 2026

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

On April 21, 2026, the Village Council considered the Plan Commission (“PC”) and Zoning Board of Appeals’ (“ZBA”) recommendations regarding an application submitted by Deanna and Stephen Nied (collectively, the “Applicant”), as the owners of the properties located at 829 Foxdale Avenue and 833 Foxdale Avenue (collectively, the “Subject Property”), seeking approval of a Final Subdivision Plat to consolidate the two existing lots into a single lot of record along with the associated zoning relief required.

Following discussion, the Village Council provided policy direction requesting that the Village Attorney and staff prepare an ordinance approving the request.

EXECUTIVE SUMMARY:

INTRODUCTION

On May 5, 2026, the Village Council is scheduled to consider Ordinance No. M-06-2026, An Ordinance Approving a Final Plat of Subdivision and Granting Variations from the Winnetka Zoning Ordinance (**Attachment 1**). The Applicant is seeking approval of the following relief as part of a Final Subdivision Plat approval to consolidate the two existing lots into a single buildable lot:

1. **Zoning Variations** to permit the existing residence at 833 Foxdale Avenue to:
 - a. observe less than the minimum required side yard setback from the northerly property line, which is due to an increase in the minimum required side yard setback as a result of the proposed increase in total lot area and increase in average lot width;
 - b. not provide the required building line articulation along the north side building walls; and
2. A finding of “No Material Increased Adverse Impact” for the existing detached garage at 829 Foxdale Avenue, which does not provide the minimum required rear yard setback from the easterly property line.

The residence on the 829 Foxdale Avenue parcel has been torn down. The existing residence at 833 Foxdale Avenue remains and the Applicant intends to construct an addition on the south side of the existing residence and replace both existing detached garages with a new detached garage.

ADVISORY BOARD/PLAN COMMISSION REVIEW

The Plan Commission (“PC”) considered the request at its December 17, 2025, meeting. After hearing from staff, the Applicant’s architect, and two members of the public, the PC discussed the request and the impact the consolidation would have on the unique character of Foxdale Avenue and the availability of housing in the denser R-5 zoning district in the Village. Some members commented that the addition proposed by the Applicant would maintain the character of the neighborhood more than new homes on each lot would. With eight (8) voting members on a request that also required ZBA consideration, the PC was initially split. In order to forward a recommendation to the Council, the PC continued its discussion, which focused on the consistency of the proposed consolidation with the Winnetka Futures 2040 Comprehensive Plan. **Ultimately, by a vote of 5-3, the PC recommended denial of the request.**

Details of the request can be found in the attached staff report to the PC. A similar report was also provided to the ZBA. For additional details please reference this report as well as the minutes of the December 17 PC meeting, which are included as **Attachment 2**. Subsequent to the PC meeting and prior to the ZBA’s consideration of the request, the Applicant’s architect provided a letter to the ZBA and Village Council to further explain the reason for the Applicant’s request to consolidate the two existing lots. This letter is provided in **Attachment 4**.

The Zoning Board of Appeals (“ZBA”) considered the zoning variations required for the existing residence at 833 Foxdale Avenue, as a result of the proposed consolidation, on March 16, 2026. After hearing from staff, the Applicant’s architect, as well as the Applicant, the ZBA heard from four members of the public, who all expressed support for the request. On the day of the meeting, the ZBA also received several written comments from the public regarding this request. These comments are included in **Attachment 5**. The ZBA discussed the challenge of applying the standards for granting a variation to a request that is created as a result of a proposed consolidation. The ZBA also discussed the impact on the character of the neighborhood the proposed consolidation would have compared to construction of one or two new homes. In the end, **by a vote of 5-0, the ZBA recommended approval of the zoning variations**. The meeting minutes of the ZBA meeting are provided in **Attachment 3**.

Written comments that were not included in the April 21, 2026, Council agenda packet, but were distributed to the Council prior to the meeting, are included in **Attachment 6**.

The property owner and architect presented additional information at the April 21, 2026, Village Council meeting emphasizing the uniqueness of the property with a narrow, shared driveway. Members of the public were also present in support of the request. Following discussion, the Village Council provided policy direction requesting that the Village Attorney and staff prepare an ordinance (**Attachment 1**) approving the request.

RECOMMENDATION:

Given the Village Council provided policy direction at its April 21, 2026, meeting, the Council may wish to (a) consider waiving introduction of Ordinance No. M-06-2026 and consider adoption of the Ordinance, OR (b) consider only introduction of Ordinance No. M-06-2026.

ATTACHMENTS:

1. Attachment 1: Ordinance No. M-06-2026: Approving Final Plat of Subdivision and Granting Variations from the Zoning Ordinance (829 & 833 Foxdale Ave)
2. Attachment 2: December 17, 2025, PC Meeting Staff Report and Meeting Minutes
3. Attachment 3: March 16, 2026, ZBA Meeting Minutes
4. Attachment 4: March 11, 2026, Letter from Applicant's Architect to ZBA and Village Council
5. Attachment 5: Public Correspondence Received for March 16, 2026, ZBA Meeting
6. Attachment 6: Public Correspondence Received Since Posting of April 21, 2026, Village Council Agenda Packet

ATTACHMENT 1

ORDINANCE NO. M-06-2026

AN ORDINANCE APPROVING A FINAL PLAT OF SUBDIVISION AND GRANTING VARIATIONS FROM THE WINNETKA ZONING ORDINANCE (829 and 833 Foxdale Avenue)

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, Deanna and Stephen Nied (collectively, "**Owner**") are the record title owners of the parcels of real property located at 829 and 833 Foxdale Avenue in Winnetka, Illinois, and legally described in **Exhibit A** and **Exhibit B**, respectively, attached to and, by this reference, made a part of this Ordinance (collectively, "**Subject Property**"); and

WHEREAS, the Subject Property is located within the R-5 Single Family Residential District of the Village ("**R-5 District**"); and

WHEREAS, the area of the parcel located at 829 Foxdale Avenue is 7,498 square feet and the parcel at 833 Foxdale Avenue is 7,499 square feet, both being legally nonconforming as to the minimum lot area of 8,4000 square feet required in the R-5 District; and

WHEREAS, the Owner desires to (i) consolidate the two existing lots into a single lot of record ("**Proposed Subdivision**"); (ii) demolish the existing residence at 829 Foxdale Avenue, which demolition has occurred; (iii) construct an addition on the south side of the existing residence at 833 Foxdale Avenue; and (iv) replace the existing detached garage at 829 Foxdale Avenue and existing detached garage at 833 Foxdale Avenue with a new detached garage in the southeast corner of the Proposed Subdivision (collectively, the "**Proposed Improvements**"); and

WHEREAS, following the Proposed Subdivision, the new lot will measure approximately 14,977 square feet, which lot size fully complies with the minimum lot area, lot width, and lot depth requirements set forth in the Village's Zoning Ordinance, as amended ("**Zoning Ordinance**"); and

WHEREAS, although ultimately being replaced, the 829 Foxdale Avenue and 833 Foxdale Avenue detached garages will remain on the Subject Property during the construction of the addition to the residence, and while the existing detached garage at 829 Foxdale Avenue remains, it will not meet the rear yard setback requirements from the easterly property line ("**Legal Nonconformity**"); and

WHEREAS, Section 17.30.060 of the Zoning Ordinance requires a minimum side yard setback of 12 feet for lots with an average width of 100 feet or more, and the Proposed Subdivision renders the existing residence at 833 Foxdale Avenue nonconforming, resulting in a setback of 7.55 feet from the northerly property line; and

WHEREAS, Section 17.30.090 of the Zoning Ordinance requires building line articulation of at least 18 inches for side building walls longer than 40 feet that face the smaller side yard, and the Proposed Subdivision results in the existing residence at 833 Foxdale Avenue having unarticulated northerly building walls of 45.34 feet in length; and

WHEREAS, the Owner filed an application with the Village for: (i) approval of a final plat of consolidation for the Proposed Subdivision (“**Final Plat**”); (ii) a variation from Section 17.30.060 of the Zoning Ordinance to allow a side yard setback of 7.55 feet from the northerly property line (“**Set Back Variation**”); and (iii) a variation from Section 17.30.090 of the Zoning Ordinance to allow unarticulated northerly building walls of 45.34 feet in length (“**Unarticulated Building Walls Variation**”) (collectively, the Set Back Variation and the Unarticulated Building Walls Variation are the “**Variations**”) (collectively, the Final Plat and Variations are the “**Requested Relief**”); and

WHEREAS, on December 17, 2025, after due notice thereof, the Plan Commission held a public hearing on the Requested Relief, and by a vote of three members in favor and five opposed, recommended that the Village Council deny the Requested Relief; and

WHEREAS, on March 16, 2026, after due notice thereof, the Zoning Board of Appeals conducted a public hearing on the Requested Relief, and by a vote of five in favor and none opposed, recommended that the Village Council approve the Requested Relief; and

WHEREAS, pursuant to Section 16.12.010(D)(4) of the Village’s Subdivision Ordinance (“**Subdivision Ordinance**”), as amended, the Plan Commission determined that the Legal Nonconformity, in the context of the proposed Final Plat, would not result in a material increased adverse impact upon the public health, safety, or welfare; and

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

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

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

SECTION 2: APPROVAL OF FINAL PLAT. Subject to and contingent upon the conditions set forth in Section 4 of this Ordinance, and pursuant to Sections 16.04.030 and 16.08.010 of the Subdivision Ordinance and the Village’s home rule authority, the Village Council hereby approves the Final Plat, prepared by Greengard, Inc., and consisting of one sheet, with a latest revision date of June 27, 2025, attached to and, by this reference, made a part of this Ordinance as **Exhibit C**.

SECTION 3: APPROVAL OF VARIATIONS. Subject to, and contingent upon, the terms, conditions, restrictions, and provisions set forth in Section 4 of this Ordinance, the following variations are hereby granted with respect to the Subject Property, in accordance with and pursuant to Chapter 17.60 of the Zoning Ordinance and the home rule powers of the Village:

A. **Minimum Side Yard Setback.** A variation from Section 17.30.060 of the Zoning Ordinance to allow a side yard setback of 7.55 feet from the northerly property line.

- B. Maximum Unarticulated Building Walls Length. A variation from Section 17.30.090 of the Zoning Ordinance to allow unarticulated northerly building walls of 45.34 feet in length.

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

- A. Compliance with Subdivision Ordinance. The approvals granted in Section 2 and 3 of this Ordinance are subject to and conditioned upon compliance with, and the inclusion of all of the information on the Final Plat required by Chapter 16.08 of the Subdivision Ordinance.
- B. Compliance with Regulations. Except to the extent specifically provided otherwise in this Ordinance, the development, use, and maintenance of the Proposed Subdivision, Proposed Improvements, and the Subject Property must comply at all times with all applicable Village codes and ordinances, as they have been or may be amended over time.
- C. Reimbursement of Village Costs. In addition to any other costs, payments, fees, charges, contributions, or dedications required under applicable Village codes, ordinances, Ordinances, rules, or regulations, the Owner 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 Owner must pay upon demand all costs incurred by the Village for publications and recordings required in connection with the aforesaid matters.

SECTION 5: EXECUTION OF FINAL PLAT. The Village Council hereby authorizes and directs the Village President and the Village Clerk, upon satisfaction of the conditions set forth in Section 4 of this Ordinance, to execute and attest, on behalf of the Village, the Final Plat.

SECTION 6: RECORDATION OF FINAL PLAT. Upon execution of the Final Plat by the Village President and the Village Clerk, as provided in Section 5 of this Ordinance, and upon this Ordinance taking effect as provided in Section 11 of this Ordinance, the Village Clerk is hereby directed to cause the Final Plat to be recorded with the Cook County Clerk Recording Division.

SECTION 7: RECORDATION OF ORDINANCE; 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 Owner and each of their heirs, representatives, successors, and assigns.

SECTION 8: FAILURE TO COMPLY. Upon the failure or refusal of the 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 approvals granted in Sections 2 and 3 of this Ordinance will, at the sole discretion of the Village Council, by ordinance duly adopted, be revoked and become null and void; provided, however, that the Village Council will not revoke the approvals granted in Sections 2 and 3 of this Ordinance unless it first provides the Owner 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 provisions of the Zoning Ordinance, as they may, from time to time, be amended. In the event of revocation, the Village Manager and Village Attorney are authorized and directed to bring a zoning enforcement action as may be appropriate under the circumstances.

SECTION 9: 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 10: 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 11: EFFECTIVE DATE.

A. This Ordinance will only be in full force and effect upon the passage and approval of this Ordinance as provided by law; in accordance with all applicable provisions of the Village Code.

B. The Approvals set forth in Sections 2 and 3 of this Ordinance will be effective only upon: (i) the filing by the Owner with the Village Clerk of an Unconditional Agreement and Consent in the form of **Exhibit D** 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; and (ii) the approval and recording of the Final Plat.

C. In the event that the Owner does not file with the Village Clerk a fully executed copy of the unconditional agreement and consent described in Section 11.B 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 the Approvals granted in this Ordinance null and void and of no force or effect.

[SIGNATURE PAGE FOLLOWS]

PASSED this 5th day of May, 2026, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this ____ day of _____, 2026.

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 _____,
2026.

Introduced: 5th day of May, 2026

Passed and Approved: _____, 2026

EXHIBIT A

LEGAL DESCRIPTION OF 829 FOXDALE AVENUE

PARCEL 1: LOT 15 IN BLOCK 4 IN WINNETKA PARK BLUFFS, BEING A SUBDIVISION BY WILLIAM H. CAIRNDUFF OF PART OF SECTIONS 16, 17 AND 20, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AFORESAID, AS MENTIONED IN AGREEMENT REGISTERED JANUARY 13, 1950 AS DOCUMENT NO. LR1278028, OVER AND UPON A PART OF LOT 14 IN WINNETKA PARK BLUFFS, AFORESAID, FOR DRIVEWAY PURPOSES, IN COOK COUNTY, ILLINOIS.

PIN: 05-17-401-009-0000

Commonly known as 829 Foxdale Avenue, Winnetka, Illinois.

EXHIBIT B

LEGAL DESCRIPTION OF 833 FOXDALE AVENUE

LOT 14 IN BLOCK 4 IN WINNETKA PARK BLUFFS, BEING A SUBDIVISION BY WILLIAM H. CAIRNDUFF OF PART OF SECTIONS 16, 17 AND 20, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 05-17-401-008-0000

Commonly known as 833 Foxdale Avenue, Winnetka, Illinois.

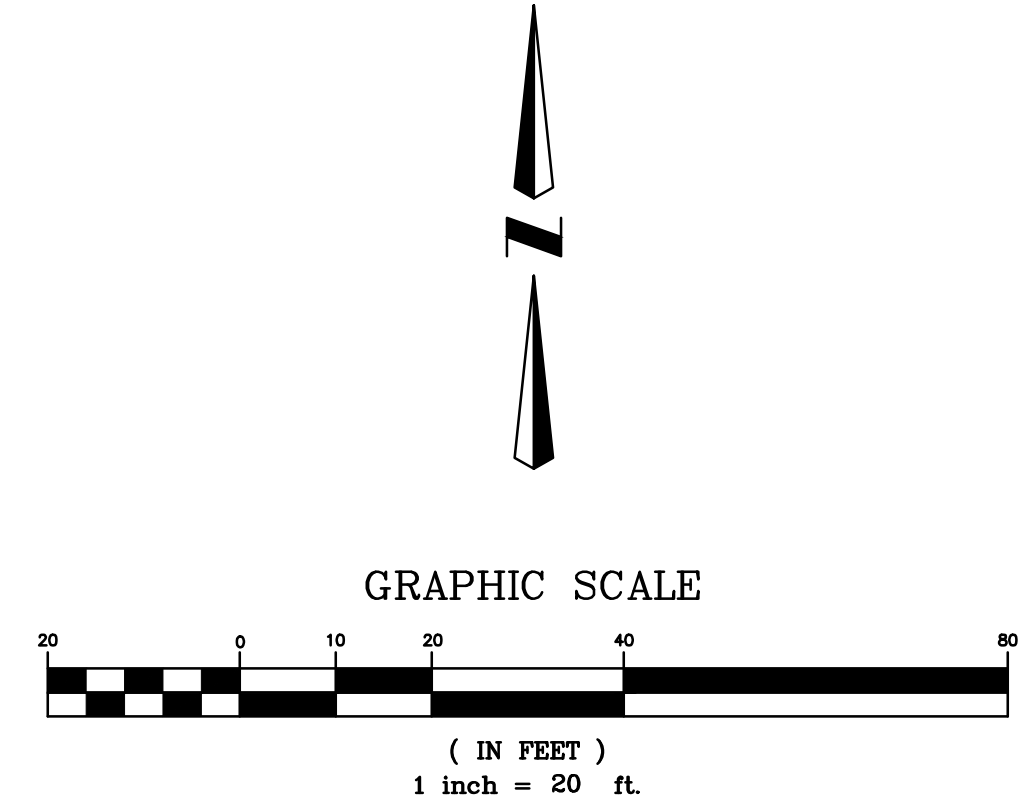
EXHIBIT C

FINAL PLAT

(SEE ATTACHED EXHIBIT C)

FINAL PLAT 829/833 FOXDALE AVE. CONSOLIDATION

BEING A CONSOLIDATION OF LOTS 14 & 15 IN BLOCK 4 IN WINNETKA PARK BLUFFS, BEING A SUBDIVISION BY WILLIAM H. CAIRNDUFF OF PART OF SECTIONS 16, 17 AND 20, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.



OWNER'S CERTIFICATE

STATE OF ILLINOIS } SS
COUNTY OF _____ }
THIS IS TO CERTIFY THAT _____ AS OWNER(S) OF THE LAND DESCRIBED IN THE ANNEXED PLAT, HAS CAUSED THE SAME TO BE SURVEYED AND CONSOLIDATED AS INDICATED THEREON, FOR THE USES AND PURPOSES THEREIN SET FORTH, AND DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE THEREON INDICATED AND HAVE DETERMINED TO THE BEST OF ITS KNOWLEDGE THE SCHOOL DISTRICTS IN WHICH THE LOT LIES, AS FOLLOWS:

SCHOOL DISTRICTS } LOT NUMBERS
ELEMENTARY SCHOOL DISTRICT #36 }
NEW TRIER TOWNSHIP HIGH SCHOOL DISTRICT #203 } ALL LOTS
OAKTON COMMUNITY COLLEGE DISTRICT #535 }

DATED THIS _____ DAY OF _____, A.D. 20_____

PRINTED NAME AND TITLE _____

NOTARY CERTIFICATE

STATE OF ILLINOIS } SS
COUNTY OF _____ }
I, _____, NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, DO HEREBY CERTIFY THAT _____ OF THE _____ DID PERSONALLY APPEAR BEFORE ME THIS DAY AND ACKNOWLEDGE THAT THEY DID SIGN THE HEREON DRAWN PLAT AS THEIR FREE AND VOLUNTARY ACT. GIVEN MY SIGNATURE AND SEAL DATED THIS _____ DAY OF _____, A.D. 20_____

NOTARY PUBLIC _____

VILLAGE ENGINEER CERTIFICATE

STATE OF ILLINOIS } SS
COUNTY OF COOK }
APPROVED BY THE VILLAGE ENGINEER OF THE VILLAGE OF WINNETKA, COOK COUNTY, ILLINOIS.

DATED THIS _____ DAY OF _____, A.D. 20_____

BY: _____
VILLAGE ENGINEER

VILLAGE COLLECTOR CERTIFICATE

STATE OF ILLINOIS } SS
COUNTY OF COOK }
I, _____, VILLAGE COLLECTOR OF THE VILLAGE OF WINNETKA, COOK COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT OR UNPAID CURRENT OR FORFEITED SPECIAL ASSESSMENTS, OR ANY DEFERRED INSTALLMENTS THEREON THAT HAVE BEEN APPORTIONED AGAINST THE TRACT INCLUDED IN THIS PLAT OF CONSOLIDATION.

DATED THIS _____ DAY OF _____, A.D. 20_____

BY: _____
VILLAGE COLLECTOR

WATER AND ELECTRIC DEPARTMENT CERTIFICATE

STATE OF ILLINOIS } SS
COUNTY OF COOK }
APPROVED BY THE DIRECTOR OF WATER AND ELECTRIC DEPARTMENT OF THE VILLAGE OF WINNETKA, COOK COUNTY, ILLINOIS.

DATED THIS _____ DAY OF _____, A.D. 20_____

BY: _____
WATER AND ELECTRIC DIRECTOR

PLAN COMMISSION CERTIFICATE

STATE OF ILLINOIS } SS
COUNTY OF COOK }
APPROVED BY THE VILLAGE OF WINNETKA, COOK COUNTY, ILLINOIS PLAN COMMISSION

DATED THIS _____ DAY OF _____, 20_____

BY: _____
PLAN COMMISSION CHAIRMAN

ATTEST: _____
SECRETARY

VILLAGE BOARD CERTIFICATE

STATE OF ILLINOIS } SS
COUNTY OF COOK }
APPROVED BY THE PRESIDENT AND THE BOARD OF TRUSTEES OF THE VILLAGE OF WINNETKA, COOK COUNTY, ILLINOIS.

DATED THIS _____ DAY OF _____, A.D. 20_____

BY: _____
VILLAGE PRESIDENT

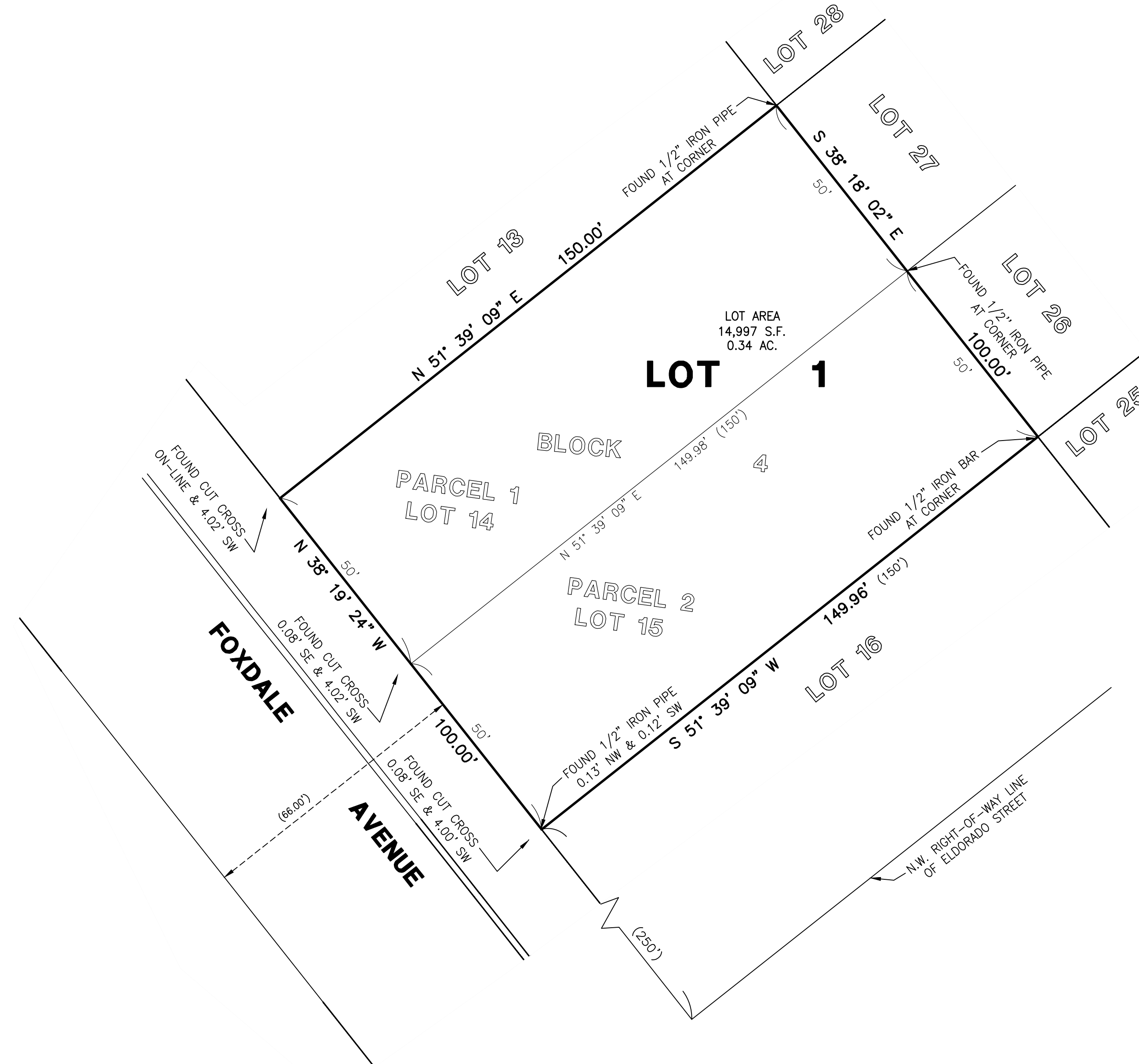
ATTEST: _____
CLERK

CURRENT P.I.N. NUMBERS
PARCEL 1—P.I.N. 05-17-401-008-0000
PARCEL 2—P.I.N. 05-17-401-009-0000

- SURVEYORS NOTES:
1. THE BEARINGS SHOWN ON THIS PLAT ARE ON AN ASSUMED BASIS.
 2. THIS PLAT OF RESUBDIVISION IS BASED UPON A BOUNDARY SURVEY PREPARED BY GREENGARD INC. ON JUNE 16, 2025.
 3. EXISTING IMPROVEMENTS NOT SHOWN.

SEND FUTURE TAX BILL TO:
DEANNA & STEPHEN NIED
833 FOXDALE AVENUE
WINNETKA, IL 60093

SUBMITTED BY AND RETURN PLAT TO:
VILLAGE OF WINNETKA
COMMUNITY DEVELOPMENT DEPARTMENT
510 GREEN BAY ROAD, WINNETKA, ILLINOIS 60093



SURVEYORS CERTIFICATE

STATE OF ILLINOIS } SS
COUNTY OF LAKE }
THIS IS TO STATE THAT WE GREENGARD, INC., UNDER THE SUPERVISION OF AN ILLINOIS PROFESSIONAL LAND SURVEYOR HAVE SURVEYED AND CONSOLIDATED THE FOLLOWING DESCRIBED PROPERTY:

PARCEL 1:
LOT 14 IN BLOCK 4 IN WINNETKA PARK BLUFFS, BEING A SUBDIVISION BY WILLIAM H. CAIRNDUFF OF PART OF SECTIONS 16, 17 AND 20, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

THE PREMISES COMMONLY KNOWN AS:
833 FOXDALE AVENUE, WINNETKA, ILLINOIS 60093
PARCEL AREA = 7,499 SQ. FT.
P.I.N. 05-17-401-008-0000

PARCEL 2:
LOT 15 IN BLOCK 4 IN WINNETKA PARK BLUFFS, BEING A SUBDIVISION BY WILLIAM H. CAIRNDUFF OF PART OF SECTIONS 16, 17 AND 20, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

THE PREMISES COMMONLY KNOWN AS:
829 FOXDALE AVENUE, WINNETKA, ILLINOIS 60093
PARCEL AREA = 7,498 SQ. FT.
P.I.N. 05-17-401-009-0000

ALL DISTANCES ARE SHOWN IN FEET AND DECIMALS THEREOF.

THIS IS ALSO TO STATE THAT FROM OUR INTERPRETATION OF THE FLOOD INSURANCE RATE MAPS THAT COVER THE AREA, THE HEREON DESCRIBED PROPERTY FALLS WITHIN "NO-SCREEN" DEFINED AS OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, AS SHOWN ON FLOOD INSURANCE RATE MAP PANEL NUMBER 17031C0251K, WITH MAP REVISED DATE OF SEPTEMBER 10, 2021.

THE PROPERTY SHOWN ON THE PLAT HEREON DRAWN IS WITHIN THE VILLAGE OF WINNETKA, ILLINOIS, WHICH HAS ADOPTED A VILLAGE PLAN AND IS EXERCISING THE SPECIAL POWERS AUTHORIZED BY DIVISION 12 OF ARTICLE 11 OF THE MUNICIPAL CODE, AS HERETOFORE AND HEREAFTER AMENDED.

DATED THIS _____ DAY OF _____, A.D. 20_____

GREENGARD, INC. _____
111 BARCLAY BLVD., SUITE 310 JOSEPH R. SADOSKI
LINCOLNSHIRE, ILLINOIS 60069-2906 ILLINOIS
PROFESSIONAL LAND SURVEYOR NO. 3316
MY RENEWABLE LICENSE EXPIRES 11/30/26.

PERMISSION TO RECORD

THE UNDERSIGNED HEREBY AUTHORIZES THE VILLAGE OF WINNETKA AND/OR ITS DESIGNATED AGENTS TO RECORD SAID RESUBDIVISION PLAT WITH THE OFFICE OF THE COOK COUNTY RECORDER OF DEEDS ON BEHALF OF THE UNDERSIGNED.

THIS _____ DAY OF _____, A.D. _____

GREENGARD, INC. _____
111 BARCLAY BLVD., SUITE 310 JOSEPH R. SADOSKI
LINCOLNSHIRE, ILLINOIS 60069-2906 ILLINOIS
PROFESSIONAL LAND SURVEYOR NO. 3316
MY RENEWABLE LICENSE EXPIRES 11/30/26.



GENERAL NOTES:
1. DISTANCES ARE MARKED IN FEET AND DECIMAL PLACES THEREOF.
2. NO DIMENSION SHALL BE ASSUMED BY SCALE MEASUREMENT HEREON.

NO.	DATE	REVISIONS	NO.	DATE	REVISIONS

DESIGNED BY: _____ DATE: 06-27-25
SLM
CHECKED BY: _____ DATE: 06-27-25
JRS
APPROVED BY: _____ DATE: _____
GREENGARD, INC.
Engineers • Surveyors • Planners
111 Barclay Blvd., Suite 310, Lincolnshire, Illinois 60069-3615
PHONE: 847-634-3883 E-MAIL: 231@GREENGARDINC.COM
FAX: 847-634-0687 ILL. REGISTRATION NO. 184-000995

SCALE:	1"=20'
DRAWING NO.:	64056
SHEET:	1 of 1

829 & 833 FOXDALE AVENUE — WINNETKA, IL
PLAT OF CONSOLIDATION

EXHIBIT D

UNCONDITIONAL AGREEMENT AND CONSENT

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

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, Deanna and Stephen Nied (collectively, "*Owner*") are the record title owners of the parcels of real property located at 829 and 833 Foxdale Avenue in Winnetka, Illinois, and legally described in **Exhibit A** and **Exhibit B**, respectively, attached to and, by this reference, made a part of this Ordinance (collectively, "*Subject Property*"); and

WHEREAS, the Subject Property is located within the R-5 Single Family Residential District of the Village ("*R-5 District*"); and

WHEREAS, the area of the parcel located at 829 Foxdale Avenue is 7,498 square feet and the parcel at 833 Foxdale Avenue is 7,499 square feet, both being legally nonconforming as to the minimum lot area of 8,4000 square feet; and

WHEREAS, the Owner desires to (i) consolidate the two existing lots into a single lot of record ("*Proposed Subdivision*"); (ii) demolish the existing residence at 829 Foxdale Avenue, which demolition has occurred; (iii) construct an addition on the south side of the existing residence at 833 Foxdale Avenue; and (iv) replace the existing detached garage at 829 Foxdale Avenue and existing detached garage at 833 Foxdale Avenue with a new detached garage in the southeast corner of the Proposed Subdivision "(collectively, the "*Proposed Improvements*"); and

WHEREAS, following the Proposed Subdivision, the new lot will measure approximately 14,977 square feet, which lot size fully complies with the minimum lot area, lot width, and lot depth requirements set forth in the Village's Zoning Ordinance, as amended ("*Zoning Ordinance*"); and

WHEREAS, Section 17.30.060 of the Zoning Ordinance requires a minimum side yard setback of 12 feet for lots with an average width of 100 feet or more, and the Proposed Subdivision renders the existing residence at 833 Foxdale Avenue nonconforming, resulting in a setback of 7.55 feet from the northerly property line; and

WHEREAS, Section 17.30.090 of the Zoning Ordinance requires building line articulation of at least 18 inches for side building walls longer than 40 feet that face the smaller side yard, and the Proposed Subdivision results the existing residence at 833 Foxdale Avenue having unarticulated northerly building walls of 45.34 feet in length; and

WHEREAS, the Owner filed an application with the Village for: (i) approval of a final plat of consolidation for the Proposed Subdivision ("*Final Plat*"); (ii) a variation from Section 17.30.060 of the Zoning Ordinance to allow a side yard setback of 7.55 feet from the northerly property line ("*Set Back Variation*"); and (iii) a variation from Section 17.30.090 of the Zoning Ordinance to allow unarticulated northerly building walls of 45.34 feet in length ("*Unarticulated Building Walls*");

Variation”) (collectively, the Set Back Variation and the Unarticulated Building Walls Variation are the “*Variations*”) (collectively, the Final Plat and Variations are the “*Requested Relief*”); and

WHEREAS, Ordinance M-06-2026, adopted by the Village Council on _____, 2026 (“*Ordinance*”), approved the Requested Relief; and

WHEREAS, Section 11 of the Ordinance provides, among other things, that the Ordinance will be of no force or effect unless and until the Owner has filed, within 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 Owner does hereby agree and covenant as follows:

1. The Owner hereby unconditionally agrees to accept, consent to, and abide by each and all of the terms, conditions, limitations, restrictions, and provisions of the Ordinance.
2. The Owner acknowledges that public notices and hearings have been properly given and held with respect to the adoption of the Ordinance, has considered the possibility of the revocation provided for in the Ordinance, and agrees not to challenge any such revocation on the grounds of any procedural infirmity or a denial of any procedural right.
3. The Owner acknowledges and agrees that the Village is not and will not be, in any way, liable for any damages or injuries that may be sustained as a result of the Village’s grant of the Requested Relief for the Subject Property or its adoption of the Ordinance, and that the Village’s approvals do not, and will not, in any way, be deemed to insure the Owner against damage or injury of any kind and at any time.
4. The Owner hereby agrees to hold harmless and indemnify the Village, the Village’s corporate authorities, and all Village elected and appointed officials, officers, employees, agents, representatives, and attorneys, from any and all claims that may, at any time, be asserted against any of such parties in connection with the Village’s adoption of the Ordinance granting the Requested Relief for the Subject Property.
5. The Owner 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.

[SIGNATURE PAGE FOLLOWS]

Dated: _____, 2026

ATTEST:

DEANNA NIED

By: _____

By: _____

Its: _____

ATTEST:

STEPHEN NIED

By: _____

By: _____

Its: _____



MEMORANDUM
VILLAGE OF WINNETKA

COMMUNITY DEVELOPMENT DEPARTMENT

TO: PLAN COMMISSION
FROM: ANN KLAASSEN, ASSISTANT DIRECTOR
DATE: DECEMBER 11, 2025
SUBJECT: 829 & 833 FOXDALE AVENUE - FINAL PLAT APPROVAL
829/833 FOXDALE AVE. CONSOLIDATION (CASE NO. 25-29-SD)

INTRODUCTION

On December 17, 2025, the Plan Commission is scheduled to hold a public hearing on applications submitted by Deanna and Stephen Nied (collectively, the “Applicant”), as the owners of the properties located at 829 Foxdale Avenue and 833 Foxdale Avenue (collectively, the “Subject Property”). The Applicant has filed applications seeking the following approvals as part of a Final Subdivision Plat approval to consolidate the two existing lots into a single lot of record, together with the following relief:

1. **Variations** to permit the existing residence at 833 Foxdale Avenue to:
 - a. observe less than the minimum required side yard setback from the northerly property line, which is due to an increase in the minimum required side yard setback as a result of the proposed increase in total lot area and increase in average lot width;
 - b. not provide the required building line articulation along the north side building walls; and
2. A finding of “No Material Increased Adverse Impact” for the existing detached garage at 829 Foxdale Avenue, which does not provide the minimum required rear yard setback from the easterly property line.

This application is limited to the consolidation request and the existing improvements, no proposed improvements to the Subject Property are included in this request. The Plan Commission is charged with making a recommendation to the Village Council regarding the consolidation, including the requested zoning relief described above. Because the proposed subdivision incorporates a request for zoning relief, the application is subject to review by the Zoning Board of Appeals (ZBA) for the variations. The ZBA is scheduled to consider the request on January 12, 2026. The Applicant has also submitted a demolition application to demolish the existing residence 829 Foxdale Avenue. The Historic Preservation Commission considered the demolition application on May 5, 2025, and by a vote of 5-0 approved the demolition without delay.

A mail notice was sent to property owners within 250 feet of the Subject Property in compliance with the Zoning Ordinance, informing them of the public hearing being held by the Plan Commission. The hearing was also properly noticed in the *Winnetka Talk* on November 27, 2025. As of the date of this memo, staff has not received any written comments from the public regarding this application.

The Village Council has final jurisdiction on this request.

PROPERTY DESCRIPTION

The Subject Property is located on the east side of Foxdale Avenue, between Eldorado Street and Tower Road, is zoned R-5 Single Family Residential and currently consists of two buildable lots. The area of each existing lot is as follows:

1. 829 Foxdale Avenue: 7,498 square feet
2. 833 Foxdale Avenue: 7,499 square feet

Both of the existing lots are legally nonconforming with respect to the minimum required lot area of 8,400 square feet for an interior lot in the R-5 District. Also, each of the existing lots has an average lot width of 50 feet, while the minimum required average lot width for an interior lot in the R-5 District is 60 feet.

Each of the existing lots contains an existing two-story residence and a detached garage. The existing parcels and improvements are depicted below and on the following page in Figures 1 and 2.

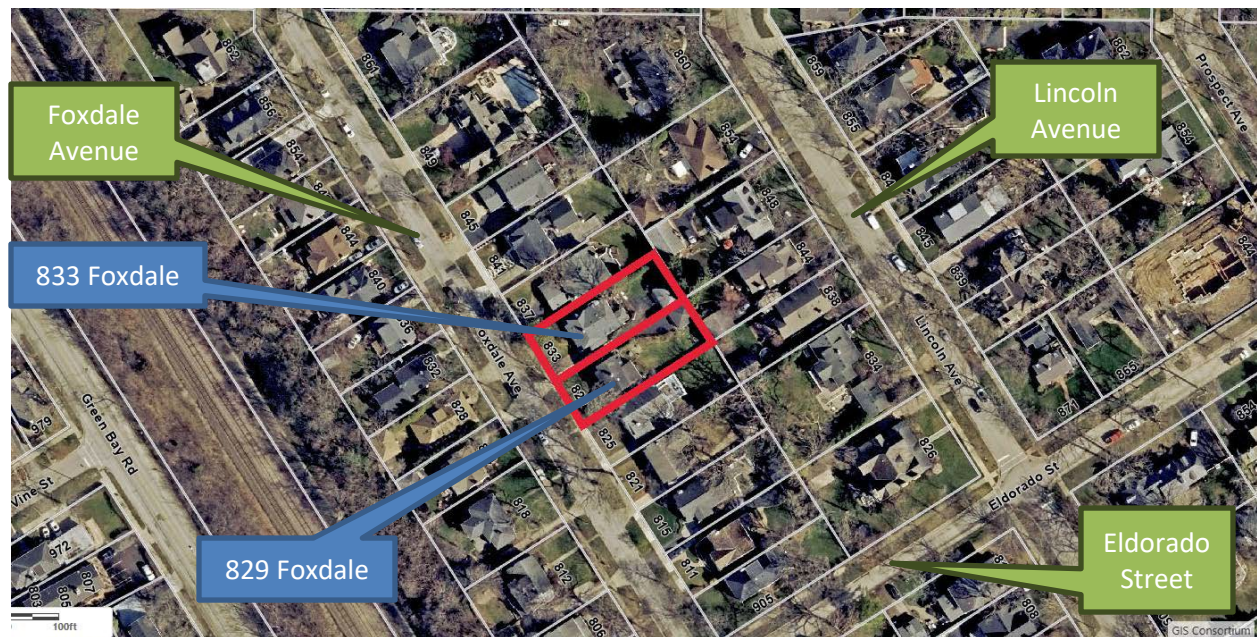


Figure 1 – Two Existing Lots



Figure 2 – Subject Property

The Comprehensive Plan designates the Subject Property as appropriate for “Single-Family Residential” uses (Figure 3). The Subject Property is located in a residential area with single-family residences. The Land Use Plan Map designates the surrounding properties as appropriate for “Single-Family Residential” uses.



Figure 3 – Comprehensive Plan Land Use Map – Winnetka Futures 2040 Plan

The Comprehensive Plan also contains the following vision statement and goal relevant to the proposed application:

Pillar 1: Quality Liveable Neighborhoods Vision Statement: A community of connected neighborhoods with safe, pedestrian-oriented streets, tree-lined parkways, and a variety of well-maintained housing offerings to meet the needs of all of its residents and create a unique and powerful sense of place.

Goal 1.1: The Village will encourage renovation of existing homes and construction of new homes to be contextually consistent with existing single-family housing in its neighborhood.

Initiative 1.1.6: Strengthen and maintain the rich and diverse character of the Village's neighborhoods and sense of identity by highlighting each neighborhood's unique elements that contribute positively to the Village.

The Applicant's use of the Subject Property for a single-family residence is consistent with the Comprehensive Plan land use designation and the R-5 zoning district.

PROPERTY HISTORY AND PREVIOUS ZONING APPLICATIONS

There are no previous zoning cases on file for either of the lots that make up the Subject Property. The building permit history for each lot is provided below.

829 Foxdale Avenue. The existing residence at 829 Foxdale was constructed in 1921. The following subsequent building permits were issued in:

1. 1922 to construct a detached garage; and
2. 1979 to replace the detached garage.

In October of this year, the Applicant submitted a site restoration permit to remove the existing residence and detached garage at 829 Foxdale Avenue. The permit has been approved and is ready to be issued.

833 Foxdale Avenue. The existing residence at 833 Foxdale Avenue was also constructed in 1921. The following subsequent building permits were issued in:

1. 1959 to construct a one-story enclosed porch and powder room;
2. 2003 to construct a two-story addition and detached garage; and
3. 2018 to construct a one-story addition on the rear elevation.

Other minor permits have been issued for both properties over the last several years.

GENERAL DESCRIPTION OF PROPOSED PLAT OF CONSOLIDATION / RESUBDIVISION

The Applicant resides at 833 Foxdale Avenue, which they acquired in 2005. Subsequently, the Applicant acquired the adjacent property at 829 Foxdale Avenue in 2024. If approved, the Applicant will demolish the existing residence and consolidate the two parcels into a single buildable lot measuring 14,997 square feet. The existing residence at 833 Foxdale Avenue would remain. As described in the attached application materials (**Attachment A**), the Applicant intends to construct an addition on the south side of the existing residence on the 833 Foxdale Avenue parcel, and replace the existing detached garages with a new detached garage in the southeast corner of the proposed lot. During construction of the proposed addition, both of the existing detached garages would remain. The 833 Foxdale garage for

vehicle storage and the 829 Foxdale garage for temporary storage of salvaged building materials removed from the 829 Foxdale Avenue residence. As noted earlier in this report, preliminary plans for the proposed improvements have not been provided, the Applicant is simply explaining what their intent for the proposed consolidated lot is at this time.

The proposed subdivision is represented in Figure 4 below and an excerpt of the proposed *829/833 Foxdale Ave. Consolidation* plat is provided in Figure 5 on the following page.

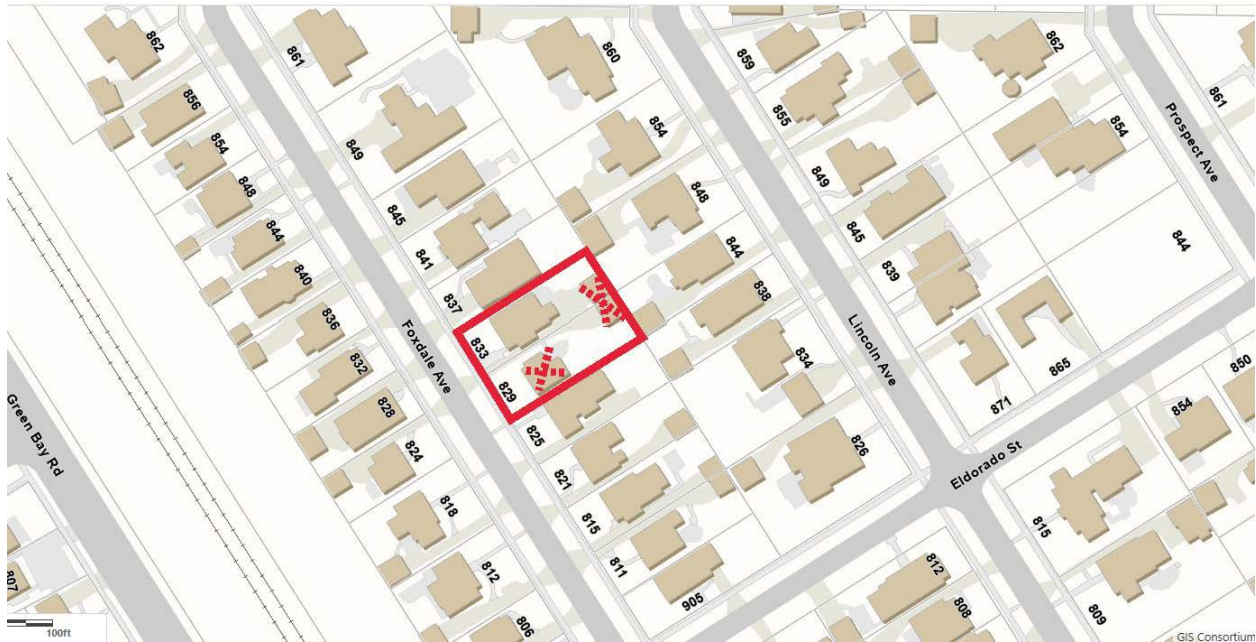


Figure 4 – Proposed subdivision (neighborhood map view)

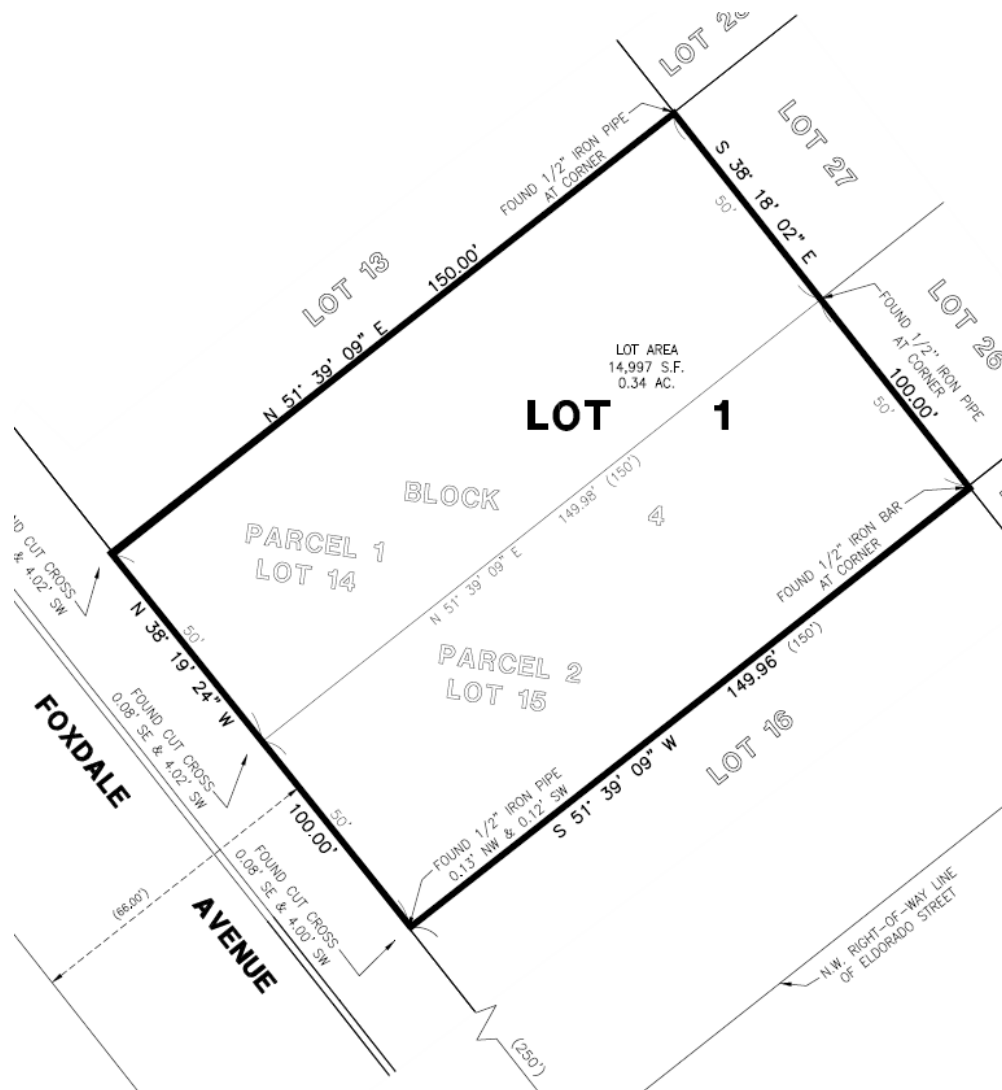


Figure 5 – Excerpt of Proposed 829/833 Foxdale Ave. Consolidation Plat

DESCRIPTION OF ZONING STANDARDS

As noted earlier in this report, the Subject Property is located in the R-5 Single Family Residential zoning district, which is one of five different single family residential zoning classifications in the Village. The R-5 zoning district provides for the densest form of single-family development compared to most other residential zoning districts, with the R-5 zoning district’s purpose statement describing the district as demonstrating a “relatively intense suburban” character.

Residential Zoning Hierarchy

A comparison of the Village’s five different residential zoning classifications (Table 1 on the following page) shows the hierarchy of zoning standards throughout the Village’s residential neighborhoods, ranging from larger “estate” character lots in portions of the Village, to smaller, more intensive developed areas.

Surrounding Zoning

Neighboring lots to the north, south, and west are similarly zoned for smaller lot sizes called for in the R-5 zoning district (minimum lot area of 8,400 square feet for interior lots). Neighboring lots to the east are zoned for slightly larger lot sizes called for in the R-4 zoning district (minimum lot area of 12,600 square

feet for interior lots), as depicted below in Figure 6. There are currently 13 lots on the east side of Foxdale Avenue (between Eldorado Street and Tower Road), 7 of which measure 50 feet by 150 feet (7,500 square feet). There is one lot that has the same lot dimensions and area as the proposed lot, 100 feet by 150 feet (15,000 square feet). There are two other lots that are more than 11,000 square feet, there are also two lots that are smaller than the existing parcels that make up the Subject Property. In summary, the average lot size of the existing lots on the east side of Foxdale Avenue, between Eldorado Street and Tower Road, is 8,837 square feet. The majority of the lots on the west side of Foxdale Avenue are 6,000 square feet due to the Union Pacific Railroad right-of-way. The average lot size for lots on the west side of Foxdale Avenue, between Eldorado Street and Tower Road is 6,917 square feet.

Table 1 Residential Zoning Hierarchy	R-1 ("estate" character)	R-2 ("small estate" character)	R-3 ("moderately intense" suburban character)	R-4 ("relatively intense" suburban character)	R-5 ("relatively intense" suburban character)
Minimum Lot Area - interior lots	48,000 s.f.	24,000 s.f.	16,000 s.f.	12,600 s.f.	8,400 s.f.
Minimum Lot Width – interior lots	150 ft.	100 ft.	75 ft.	60 ft.	60 ft.
Minimum Required Front Setback	50 ft.	50 ft.	40 ft.	30 ft.	30 ft.
Required Rear Setback	50 ft.	15% of lot depth, but not less than 10 ft. nor more than 25 ft.	15% of lot depth, but not less than 10 ft. nor more than 25 ft..	15% of lot depth, but not less than 10 ft. nor more than 25 ft.	15% of lot depth, but not less than 10 ft. nor more than 25 ft.

Table 1 – Residential Zoning Hierarchy

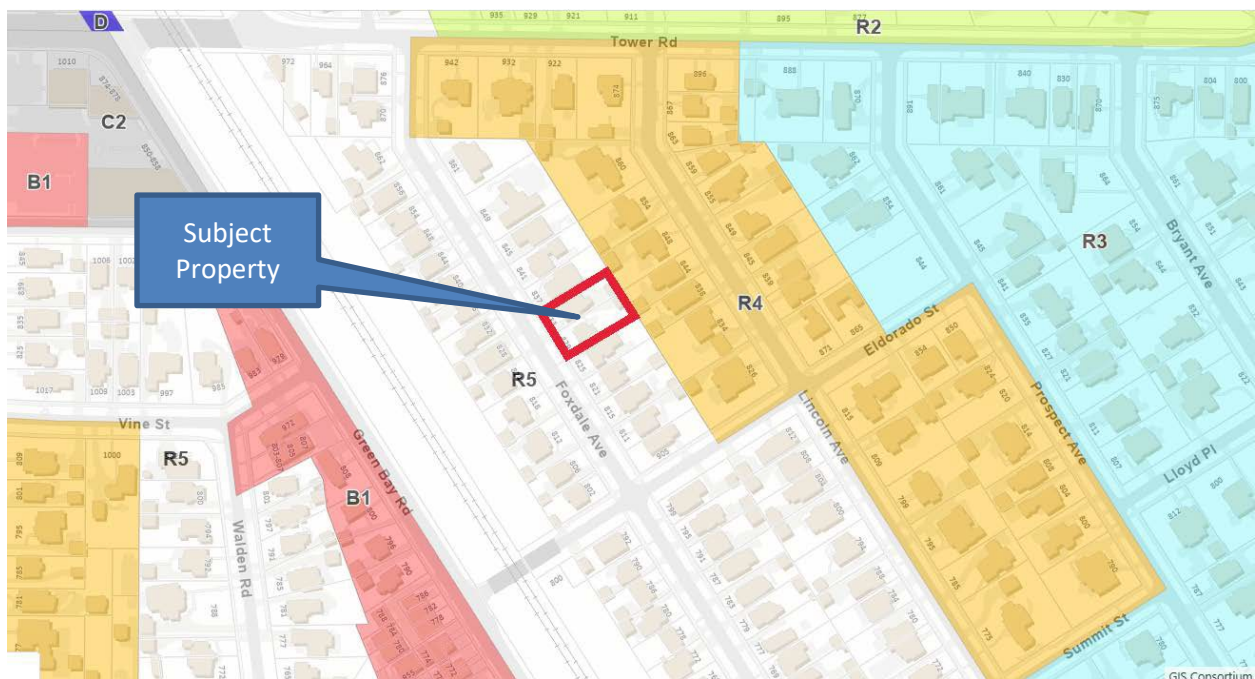


Figure 6 – Area Zoning Map

COMPLIANCE WITH ZONING STANDARDS – LOT SIZE AND DIMENSIONS

All subdivisions are evaluated by staff at the time of application to ensure compliance with basic minimum quantitative measures including, but not limited to (a) minimum lot area, (b) minimum lot width, and (c) minimum lot depth.

The proposed 829/833 Foxdale Ave. Consolidation **fully complies** with minimum lot area, lot width, and lot depth requirements as summarized in Table 2 below. Both of the existing lots are nonconforming in two respects: (i) the minimum required lot area of 8,400 square feet, with each lot measuring approximately 7,500 square feet; and (ii) the minimum required average lot width of 60 feet, with existing average lot widths of 50 feet. **The proposed consolidation would eliminate two nonconforming lots and create one conforming lot.**

Table 2 R-5 Zoning Standards		Proposed Lot	Existing Lot 829 Foxdale Avenue	Existing Lot 833 Foxdale Avenue
Minimum Lot Area (Interior lot)	8,400 sq. ft.	14,997 sq. ft. COMPLIES	7,498 sq. ft. DOES NOT COMPLY	7,499 sq. ft. DOES NOT COMPLY
Minimum Lot Width (average)	60 feet	100 feet COMPLIES	49.99 feet DOES NOT COMPLY	49.99 feet DOES NOT COMPLY
Minimum Lot Width (at front street line)	20 feet	100 feet COMPLIES	49.99 feet COMPLIES	49.99 feet COMPLIES
Minimum Lot Depth	120 ft.	150 feet COMPLIES	150 feet COMPLIES	150 feet COMPLIES

Table 2 – R-5 Zoning Standards

COMPLIANCE WITH ZONING STANDARDS – REQUIRED SETBACKS AND BUILDING SIZE

The allowable size of buildings on a residential lot and the required amount of open space around the buildings is dictated by the Village Zoning Ordinance. As a general rule, the allowable size of buildings and the setback requirements for those buildings change with any modifications to lot dimensions. As a result, staff conducts analyses of proposed lots and the improvements on those lots to determine (a) whether any new zoning nonconformities would be created by the resubdivision and (b) whether there are any existing zoning nonconformities which will remain. In the event of a zoning nonconformity arising out of a proposed subdivision, relief must be reviewed by both the Plan Commission and Zoning Board of Appeals, with the Village Council having final jurisdiction.

The proposed 829/833 Foxdale Ave. Consolidation **does not comply** with two provisions of the Zoning Ordinance related to required setbacks: (i) **minimum required side yard setback**; and (ii) **building line articulation**. Staff evaluation of the proposed 829/833 Foxdale Ave. Consolidation is summarized in Tables 3 and 4 later in this report, indicating the extent to which the proposed consolidated lot complies with (or falls short of) zoning standards. The item highlighted (in yellow) in Table 3 indicates the **creation of a zoning nonconformity**. The items highlighted (in green) in Table 3 indicate an **existing zoning nonconformity**.

Description of minimum side yard setback requirements – Side yard setback requirements are calculated based on a lot’s width:

- Lots with an average lot width that is 100 feet or more: The minimum required side yard setback

is 12 feet.

- Lots with an average lot width that is more than 60 feet, but less than 100 feet: The minimum required side yard setback is 10% of the average lot width.
- Lots with an average lot width of 60 feet or less: The minimum required side yard setback is 6 feet on one side and 8 feet on the other side.

Newly created zoning nonconformities (zoning variations required) – The proposed consolidation has the effect of increasing the average lot width to 100 feet, resulting in an increase in the required minimum side yard setback to 12 feet. **As a result, the proposed larger lot renders the existing 833 Foxdale Avenue residence (which is set back 7.55 feet from the northerly property line), nonconforming with the new minimum side yard requirement of 12 feet. The existing improvements providing a minimum side yard of 7.55 feet, are deficient with the new requirement by 4.45 feet or 37.08%.**

In addition to the variation required for the side yard setback, a variation from the building line articulation requirement is also necessary as a result of the proposed consolidation. The northerly building walls of the existing residence at 833 Foxdale Avenue do not provide the required building line articulation, with unarticulated northerly building walls totaling 45.34 feet in length. The Zoning Ordinance requires the side building walls that face the smaller side yard, on a residence constructed prior to April 1999, be articulated by at least 18 inches when the residence is more than 40 feet long. Currently, the smaller side yard is along the southerly property line and the existing residence complies with the building line articulation requirement. However, as a result of the proposed subdivision the smaller side yard is now along the northerly property line and the existing north side building walls do not comply with the building line articulation requirement. **The existing north side building walls measuring 45.34 feet in length are deficient with the articulation requirement by 5.34 feet or 13.35%.**

Table 3			<i>Existing Lot 829 Foxdale</i>	<i>Existing Lot 833 Foxdale</i>
Zoning Setback Requirements		<i>Proposed Consolidated Lot</i>		
SETBACK REQUIREMENTS	Minimum Required Front Yard	30 feet	30 feet	30 feet
	Front yard provided existing structures	35.84 feet	35.88 feet	35.84 feet
	Minimum Required Side Yard	12 feet	6 feet	6 feet
	Side yard provided by existing structures	7.55 feet (north) VARIATION of 4.45 FT (37.08%)	8.57 feet (south)	6 feet (south)
	Minimum Required Remaining Side Yard	18 feet	8 feet	8 feet
	Side yard provided by existing structures	63.55 feet (south)	9.85 feet (north)	7.55 feet (north) EXISTING NONCONFORMING
	Minimum Required Rear Yard	22.5 feet	22.5 feet	22.5 feet
	Rear yard provided by existing structures	57.56 feet	79.49 feet	57.56 feet
	Minimum Required Rear & Side Yard Setbacks for Accessory Structures in Rear Quarter	2 feet	2 feet	2 feet
	Rear yard provided by existing garages	1.71 feet 3.4 feet	1.71 feet EXISTING NONCONFORMING	3.4 feet

Table 3 – Zoning Setback Requirements

Table 4 below, highlights (green) one existing zoning nonconformity **that would be eliminated** with the proposed subdivision. The existing improvements on the 833 Foxdale Avenue parcel currently exceed the maximum permitted impermeable lot coverage by 605.96 square feet or 16.16%.. **The proposed 829/833 Foxdale Ave. Consolidation would eliminate the impermeable lot coverage nonconformity.**

Table 4 – Zoning Building Size Requirements		Proposed Consolidated Lot	<i>Existing Lot 829 Foxdale Avenue (house to be torn down, garage to remain)</i>	<i>Existing Lot 833 Foxdale Avenue</i>
ALLOWABLE BUILDING SIZE	Maximum Allowed Gross Floor Area (GFA)	4,814.4 sq. ft.	2,999.2 sq. ft.	2,999.6 sq. ft.
	GFA provided by existing structures	3,349.67 sq. ft.	1,864.58 sq. ft.	2,952.16 sq. ft.
	Maximum Allowed Roofed Lot Coverage (RLC)	4,049.19 sq. ft.	2,024.46 sq. ft.	2,024.73 sq. ft.
	RLC provided by existing structures	2,193.88 sq. ft.	1,129.8 sq. ft.	1,796.37 sq. ft.
	Maximum Allowed Impermeable Lot Coverage (ILC) (50% of lot area)	7,498.5 sq. ft.	3,749 sq. ft.	3,749.5 sq. ft.
	ILC provided by existing structures	4,440.97 sq. ft.	2,723.8 sq. ft.	4,355.46 sq. ft. EXISTING NONCONFORMING

Table 4 – Zoning Building Size Requirements

COMPLIANCE WITH SUBDIVISION CODE STANDARDS

All changes to the configuration of parcels of land are classified as Land Subdivisions under the Village Code and are subject to review by the Plan Commission and approval by the Village Council. As part of that review process, resubdivisions are subject to review for compliance with both the Village Subdivision Code as well as the Zoning Ordinance.

According to Section 16.12.010 Minimum land subdivision standards of the Subdivision Code, subdivisions shall conform with the Comprehensive Plan and with the minimum standards outlined in Section 16.12.010, such as the street system, street and alley widths, lot size, etc. The proposed subdivision complies with all requirements of Section 16.12.010. Additionally, the proposed subdivision conforms with the Comprehensive Plan as the Land Use Map designates the Subject Property as appropriate for single family residential development, which is the proposed use of the newly created lot.

Pre-existing zoning nonconformity (finding of No Material Increased Adverse Impact required) – One existing nonconformity **will remain** on the proposed consolidated lot. The existing detached garage on 829 Foxdale Avenue parcel provides a nonconforming rear yard setback of 1.71 feet from the easterly

property line, whereas a minimum setback of 2 feet is required (deficient by 0.29 feet or 14.5%). According to the Applicant, they do intend to remove the existing nonconforming detached garage upon completion of an addition to the existing residence that is to remain.

Pursuant to Section 16.12.010(D) of the Subdivision Code, in the instance of such nonconformities, the Plan Commission must consider the existence of such nonconformities, and “shall determine whether such nonconformity, in the context of the proposed subdivision, would result in a material increased adverse impact upon the public health, safety or welfare.”

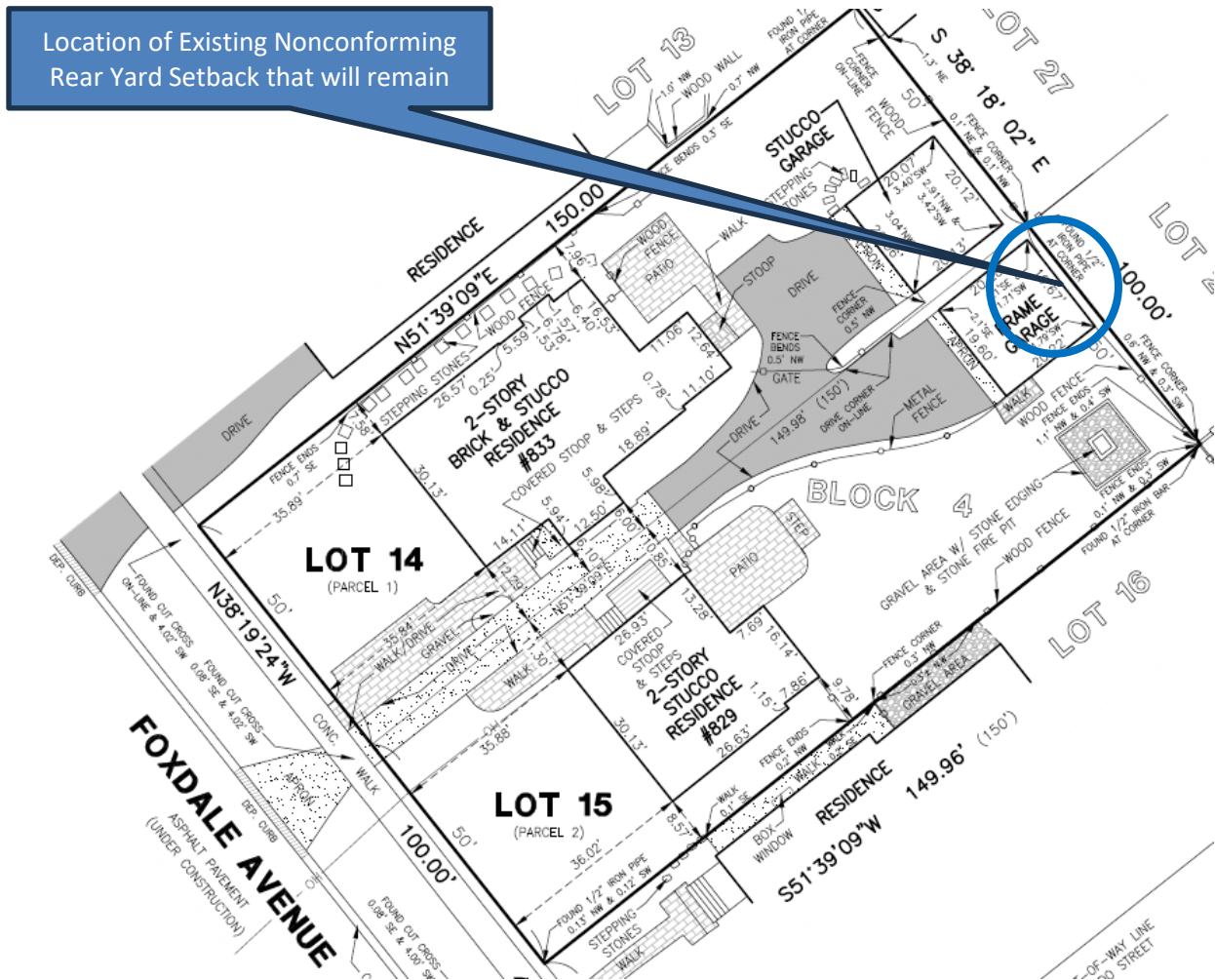


Figure 7 – 829 & 833 Foxdale Avenue Plat of Survey Excerpt

STORMWATER

The proposed subdivision consists of consolidating two lots into a single larger lot. As previously mentioned, the Applicant intends to demolish the existing residence at 829 Foxdale Avenue, construct an addition to the existing residence at 833 Foxdale Avenue, and eventually demolish both of the existing detached garages on the Subject Property. The Village Engineer has reviewed the proposed consolidation and has noted that upon submittal of the necessary permits to construction any proposed improvements, the Engineering Department will evaluate grading and stormwater detention as part of final engineering approval to verify stormwater is being managed on-site and complies with Village stormwater regulations. Additionally, the stormwater utility fee will be reviewed and adjusted based on final impermeable lot coverage calculations.

For reference, Figure 8 below represents the Subject Property's proximity to the floodplain; the cyan represents the 100-year floodplain.



Figure 8 – GIS Floodplain Map

COMMISSION CONSIDERATION

The Village Code does not require an applicant to obtain preliminary plat approval as a precondition of final plat approval. In this case, the Applicant has chosen to directly proceed with final plat review.

In addition to evaluating prescriptive standards of the zoning and subdivision code, consideration of Final Subdivision Plat approval also needs to consider the details of the final plat such as utility easements, final plat formatting and related matters. The Village Water & Electric and Engineering Departments have reviewed the proposed consolidation and are not requiring any utility easements. With respect to plat formatting, the Applicant is working with staff to finalize all of the necessary signature blocks on the plat of subdivision.

FINDINGS & RECOMMENDATION

The Plan Commission is to consider whether the proposed consolidation complies with the Subdivision Code and is consistent with the Comprehensive Plan.

After hearing from the Applicant and the public, the Commission may decide to take action on one or two options:

- 1) Continue further review of the application to a specific date in order to provide the Applicant and/or staff additional time to address questions and comments from the Commission; or
- 2) Consider a motion recommending approval or denial of the Final Plat of Consolidation. If the Commission is prepared to make a recommendation to the Village Council regarding the requested relief, a Commissioner may wish to make a motion recommending approval or recommending denial based upon the following:

Move to recommend **approval [denial]** of:

- A. The proposed 829/833 Foxdale Ave. Consolidation Final Plat consolidating the two existing lots commonly known as 829 Foxdale Avenue and 833 Foxdale Avenue into a single Lot of

Record, as the **Final Plat of Consolidation**, which consolidation requires:

- a. A variation to permit the existing residence at 833 Foxdale Avenue to observe a north side yard setback of 7.55 feet, whereas a minimum of 12 feet is required [Section 17.30.060 Side Yard Setback];
- b. A variation to permit the existing residence at 833 Foxdale Avenue to have unarticulated north side building walls 45.34 feet in length, whereas building line articulation of at least 18 inches is required when the residence is more than 40 feet in length [Section 17.30.090 Building Line Articulation];
- c. A finding of “No Material Increased Adverse Impact” for the existing detached garage at 829 Foxdale, which does not provide the required rear yard setback of 2 feet from the east property line; and
- d. **A finding that the lot consolidation is [is not]** consistent with the Comprehensive Plan’s Land Use Map designation of the Subject Property as appropriate for “Single-Family Residential” development.

Based upon these findings, the Plan Commission **recommends [does not recommend]** that the proposed 829/833 Foxdale Ave. Plat of Consolidation be approved subject to the following condition:

1. Final review and approval of the plat by the Village Attorney prior to recordation of the plat.

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

ATTACHMENTS

Attachment A: Application Materials

Attachment B: Proposed Plat of Consolidation (829/833 Foxdale Ave. Consolidation)

VILLAGE OF WINNETKA, ILLINOIS
DEPARTMENT OF COMMUNITY DEVELOPMENT

SUBDIVISION/CONSOLIDATION APPLICATION

Case No. 25-29-SD

Property Information

Site Address: 833 & 829 Foxdale Avenue

Parcel Identification Number(s) (PIN): (833) 05-17-401-008-0000 & (829) 05-17-401-009-0000

Property Owner Information

Name: Deanna & Stephen Nied

Primary Contact: Deanna Nied

Address: 833 Foxdale Avenue

City, State, Zip: Winnetka, IL 60093

Phone No. [REDACTED]

Email: [REDACTED]

Date owner acquired property: 07/12/2005

Architect Information

Name: Hackley & Associates

Primary Contact: Ted Dunn

Address: 440 Green Bay Road

City, State, ZIP: Kenilworth, IL 60043

Phone No. 847-853-8258

Email: ted@hackleyarchitects.com

Surveyor Information

Company Name: Greengard, Inc.

Primary Contact: Joe Sadoski

Address: 111 Barclay Blvd, Suite 310

City, State, Zip: Lincolnshire, IL 60069-2906

Phone No. 847-634-3883

Email: jsadoski@greengardinc.com

Attorney Information

Name: _____

Primary Contact: _____

Address: _____

City, State, Zip: _____

Phone No. _____

Email: _____

Property Owner Signature

[REDACTED SIGNATURE]

Date: 10/28/2025

The proposed consolidation of 833 Foxdale Avenue and 829 Foxdale Avenue will create a unified parcel totaling approximately 15,000 square feet (0.34 acres). Each existing residential lot measures 50 feet in width and 150 feet in depth, allowing for a seamless merger into a single, rectangular parcel that aligns with the contextual pattern of neighboring properties.

The new parcel complies with the R-5 zoning district requirements, which mandate a minimum lot area of 8,400 square feet and minimum width of 60 feet.

All proposed structures will conform to current setback ordinances and will be designed to respect the scale, massing, and architectural rhythm of the surrounding neighborhood.

The primary goals of this consolidation are:

- Expand the living space of 833 Foxdale in a manner consistent with neighborhood character.
- Relocate and consolidate detached garages into the southeast corner of the new parcel.
- Enhance privacy and increase green space by removing the existing structure at 829 Foxdale.
- Reduce overall building bulk and improve pervious landscaping.

This proposal is not intended to maximize buildable floor area. Instead, it aims to preserve and elevate cottage-style architectural elements that define Foxdale Avenue, while improving air flow, natural light, privacy, and visual openness for both the property and its neighbors.

Chip Hackley - Principal
Hackley & Associates Architects, Inc.
Architect for Owners of 833/829 Foxdale Ave



VILLAGE OF WINNETKA, ILLINOIS
DEPARTMENT OF COMMUNITY DEVELOPMENT

ZONING VARIATION APPLICATION

Case No. 25-29-SD

Property Information

Site Address: 833/829 Foxdale Avenue

Owner Information

Name: Stephen and Deanna Nied

Address: 833 Foxdale Avenue

City, State, ZIP: Winnetka, IL 60093

Email: [REDACTED]

Primary Contact: Deanna Nied

Phone No. [REDACTED]

Date property acquired by owner: 07/12/2005

Architect Information

Name: Hackley & Associates

Primary Contact: Ted Dunn

Address: 440 Green Bay Road

City, State, ZIP: Kenilworth, IL 60043

Phone No. 847-853-8258

Email: ted@hackleyarchitects.com

Attorney Information

Name: _____

Primary Contact: _____

Address: _____

City, State, Zip: _____

Phone No. _____

Email: _____

Nature of any restrictions on property: _____

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

The proposed lot consolidation requires zoning relief for the north side yard setback due to updated

Village requirements for the property consolidation of 833 & 829 Foxdale Avenue. No modifications or

additional work are proposed for the portion of the structure (built in 1923) that encroaches into the setback.

Property Owner Signature

[REDACTED SIGNATURE]

Date: 10/28/2025

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

This variation request stems from a change in lot width due to the proposed lot consolidation. The increased width alters the side yard setbacks, resulting in the existing house becoming non-conforming. However, the proposed addition does not affect the portion of the home that is rendered non-conforming, so no further relief is required.

- 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.

This variation request is unique due to the proposed consolidation with the neighboring property to the south. The increased lot width will result in greater side yard setback requirements, causing the existing home to become non-conforming on the north side. These setback regulations are part of the Village's zoning code and were not established by the homeowners.

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

The existing residence at 833 Foxdale Avenue will remain, with a proposed addition to the south. The property will continue to function as a single-family home, consistent in scale, materials, and character with other homes along Foxdale Avenue. The new addition will fully comply with all current zoning and setback requirements.

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

The increased setbacks resulting from the lot consolidation will enhance the supply of light and air, and the proposed addition will not negatively impact neighboring properties. The larger lot will help reduce congestion, and the design will improve privacy for the adjacent homes.



- 5) The hazard from fire and other damage to the property will not be increased.

The encroaching portion of the residence at 833 Foxdale will remain unchanged. The proposed addition will increase separation between adjacent properties, thereby reducing potential risks associated with close proximity.

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

The proposed addition and overall property improvements are expected to enhance the taxable value of the home.

- 7) The congestion in the public street will not increase.

Public street congestion will be reduced as the consolidation results in one single-family residence instead of two. This change will decrease the number of vehicles and equipment typically associated with multiple households.

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

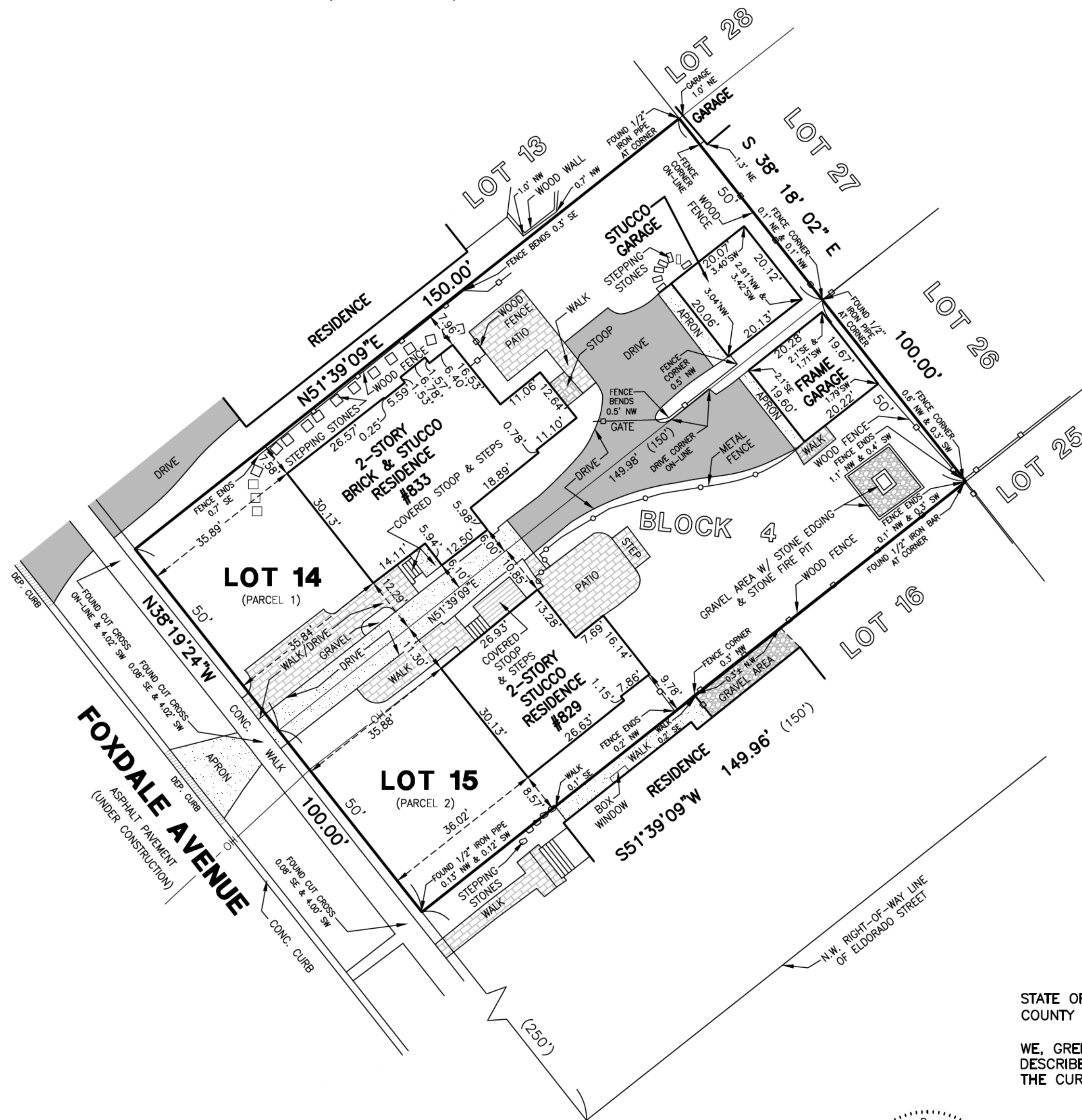
The proposed enhancement will benefit the Foxdale Avenue community by increasing greenspace, improving treescapes, enhancing sun exposure, and reducing automobile presence.



PLAT OF SURVEY

PARCEL 1:
LOT 14 IN BLOCK 4 IN WINNETKA PARK BLUFFS, BEING A SUBDIVISION BY WILLIAM H. CAIRNDUFF OF PART OF SECTIONS 16, 17 AND 20, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:
LOT 15 IN BLOCK 4 IN WINNETKA PARK BLUFFS, BEING A SUBDIVISION BY WILLIAM H. CAIRNDUFF OF PART OF SECTIONS 16, 17 AND 20, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.



HATCH LEGEND

- ASPHALT DRIVE
- BRICK PAVERS
- CONCRETE
- WOOD STOOP/DECK
- STONE PAVERS
- GRAVEL

SURVEYORS NOTES:

1. THIS SURVEY IS SUBJECT TO MATTERS OF TITLE WHICH MAY BE REVEALED BY A CURRENT TITLE REPORT.
2. () DENOTES RECORD DIMENSION.
3. BEARINGS HEREON SHOWN ARE ON AN ASSUMED BASIS.
4. ORIGINAL CLIENT- DEANNA & STEPHEN NIED
5. ORIGINAL FIELD WORK COMPLETED- 06-30-18

GENERAL NOTES:

1. DISTANCES ARE MARKED IN FEET AND DECIMAL PLACES THEREOF.
2. NO DIMENSION SHALL BE ASSUMED BY SCALE MEASUREMENT HEREON.
3. ONLY THOSE BUILDING LINE SETBACKS AND EASEMENTS WHICH ARE SHOWN ON THE RECORDED PLAT OF SUBDIVISION ARE SHOWN HEREON. THERE MAY BE ADDITIONAL TERMS, POWERS, PROVISIONS AND LIMITATIONS CONTAINED IN AN ABSTRACT DEED, LOCAL ORDINANCES, DEEDS, TRUSTS, COVENANTS OR OTHER INSTRUMENTS OF RECORD.
4. COMPARE DEED DESCRIPTION AND SITE CONDITIONS WITH THE DATA GIVEN ON THIS PLAT AND IMMEDIATELY REPORT ANY DISCREPANCIES TO THE SURVEYOR.

AREA

LOT 14 (PARCEL 1) = 7,499 Sq. Ft. OR 0.17 ACRES (MORE OR LESS)
 LOT 15 (PARCEL 2) = 7,498 Sq. Ft. OR 0.17 ACRES (MORE OR LESS)
 TOTAL = 14,997 Sq. Ft. OR 0.34 ACRES (MORE OR LESS)

STATE OF ILLINOIS } SS
 COUNTY OF LAKE }

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

DATED THIS 16TH DAY OF JUNE, A.D., 2025



GREENGARD, INC. / JOSEPH R. SADOSKI
 111 BARCLAY BOULEVARD, SUITE 310 ILLINOIS
 LINCOLNSHIRE, ILLINOIS 60069 PROFESSIONAL LAND SURVEYOR NO. 3316
 MY RENEWABLE LICENSE EXPIRES 11-30-26.

Drawing File: J:\64056\dwg\Survey\64056-SB.dwg Jun 16, 2025 - 12:08pm

DESIGNED BY: SLM	DATE: 06-16-25
CHECKED BY: JRS	DATE: 06-16-25
APPROVED BY:	DATE:
DRAWN BY:	DATE:
REVISIONS	



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

SCALE:	1"=20'
DRAWING No.	64056
SHEET	1 OF 1

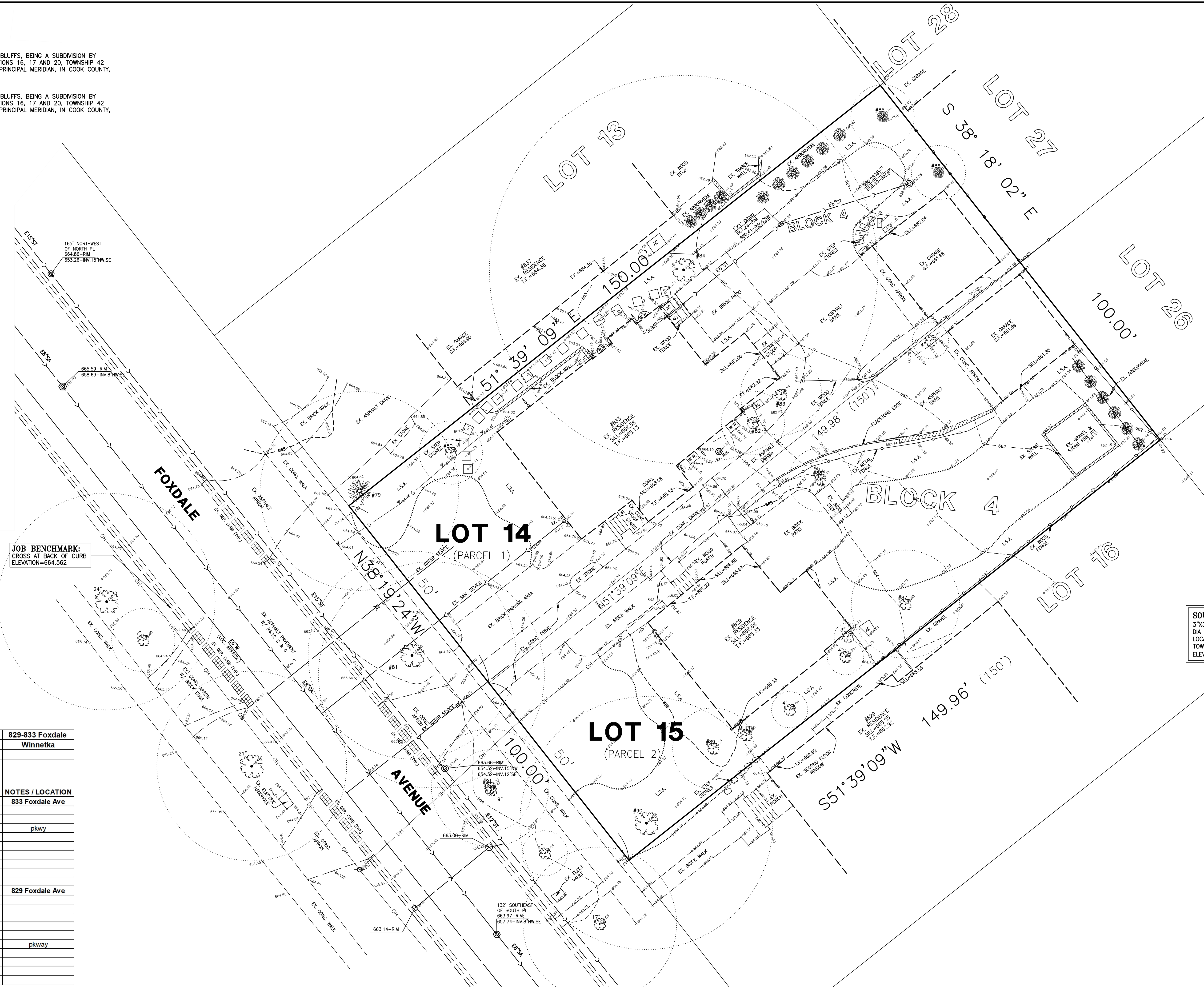
829 & 833 FOXDALE AVENUE - WINNETKA, ILLINOIS

PLAT OF SURVEY

LEGAL DESCRIPTION

PARCEL 1:
LOT 14 IN BLOCK 4 IN WINNETKA PARK BLUFFS, BEING A SUBDIVISION BY WILLIAM H. CAIRDUFF OF PART OF SECTIONS 16, 17 AND 20, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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JOB BENCHMARK:
CROSS AT BACK OF CURB
ELEVATION=664.562

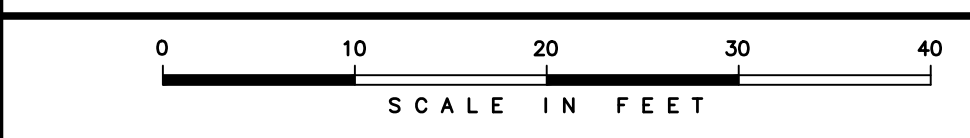
SOURCE BENCHMARK:
3"x3" BOX CUT ON WESTERLY SIDE OF 2'
DIA CONCRETE TRAFFIC LIGHT BASE.
LOCATED AT THE SOUTHEAST CORNER OF
TOWER ROAD & GREENBAY ROAD.
ELEVATION=667.09 (NAVD 88)

Tree Preservation Survey				829-833 Foxdale Winnetka
TAG #	SIZE	SPECIES	CONDITION 1-6 (1=BEST - 6= DEAD)	NOTES / LOCATION
833 Foxdale Ave				
79	25	Spruce	3	
80	7	Crabapple	3	
81	25	Swamp White Oak	3	pkwy
82	8	Pear	4	
83	11	Pear	3	
84	44	Swamp White Oak	3	
85	7	Spruce	3	
86	6	Crabapple	3	
829 Foxdale Ave				
87	12	River Birch	3	
88	7	Sugar Maple	3	
89	9	Whitebud	3	
90	28	Bur Oak	3	
91	13	Blackberry	3	pkway

Thank you,
Lou Leggett
Certified Arborist #177

LEGEND

- 104 --- CONTOUR
- x 105.08 SPOT ELEVATION
- 10" DECIDUOUS TREE W/DIA.
- 12" CONIFEROUS TREE W/DIA.
- CRITICAL ROOT ZONE
- SANITARY MANHOLE
- STORM MANHOLE
- CATCH BASIN
- INLET
- WATER SERVICE BOX
- VALVE & VAULT
- FIRE HYDRANT
- UTILITY POLE
- LIGHT STANDARD
- STORM CULVERT
- 8" SA --- SANITARY SEWER
- 12" --- STORM SEWER
- 8" W --- WATER MAIN
- DITCH --- DITCH
- SWALE --- SWALE
- DIRECTION SURFACE DRAINAGE --- DIRECTION SURFACE DRAINAGE
- FENCE --- FENCE
- DOWNSPOUT
- ELECTRIC METER
- GAS METER



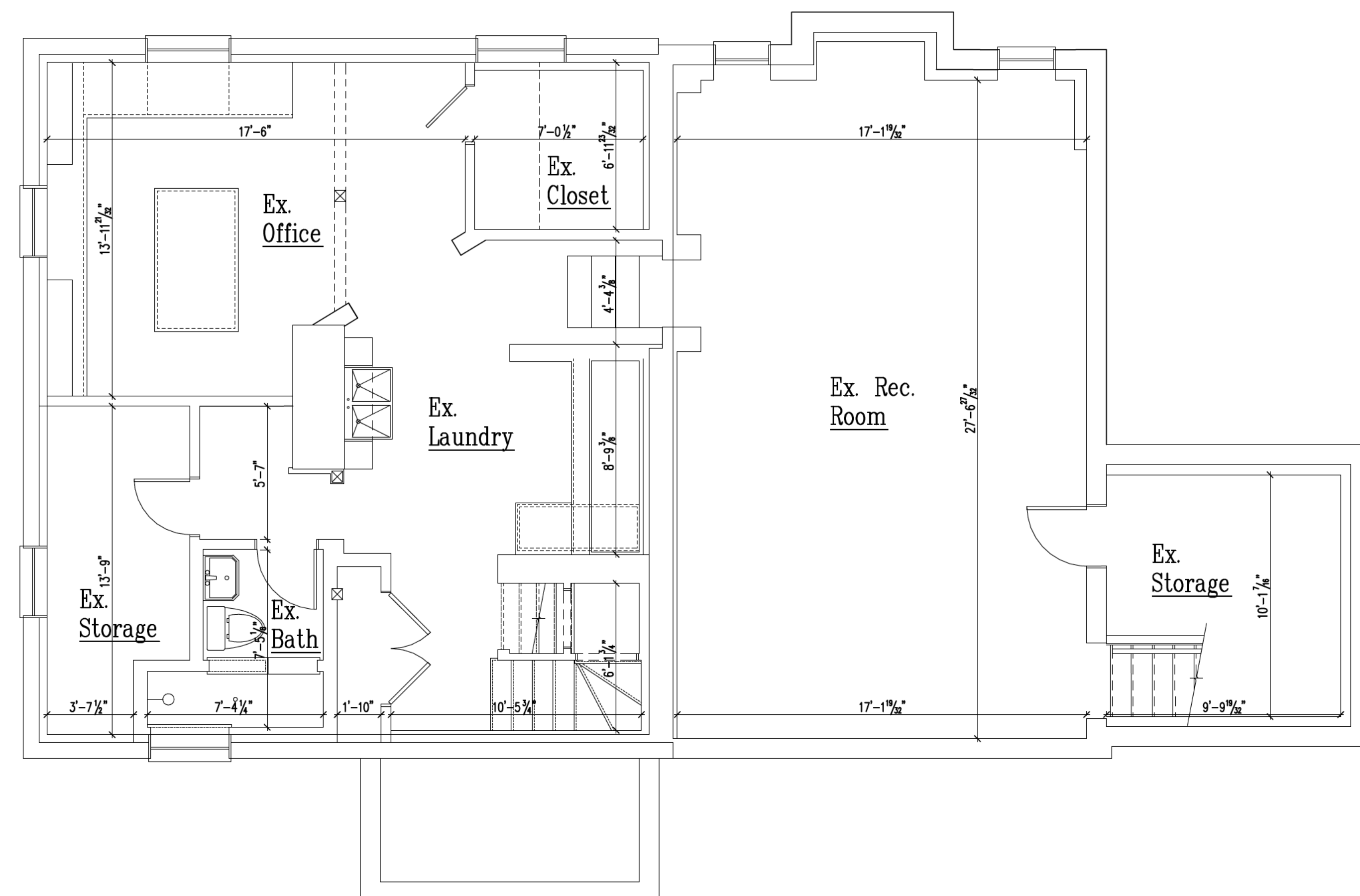
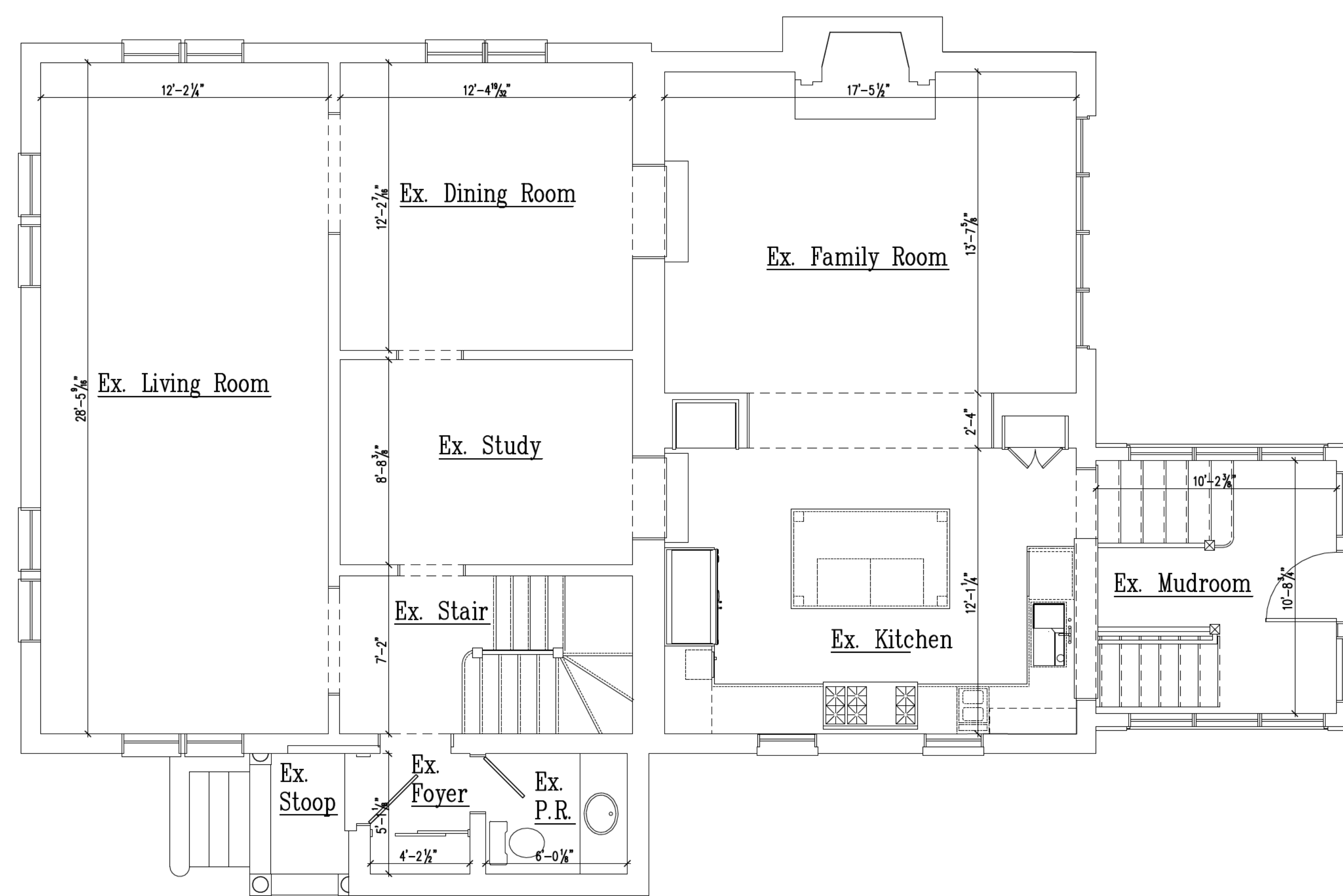
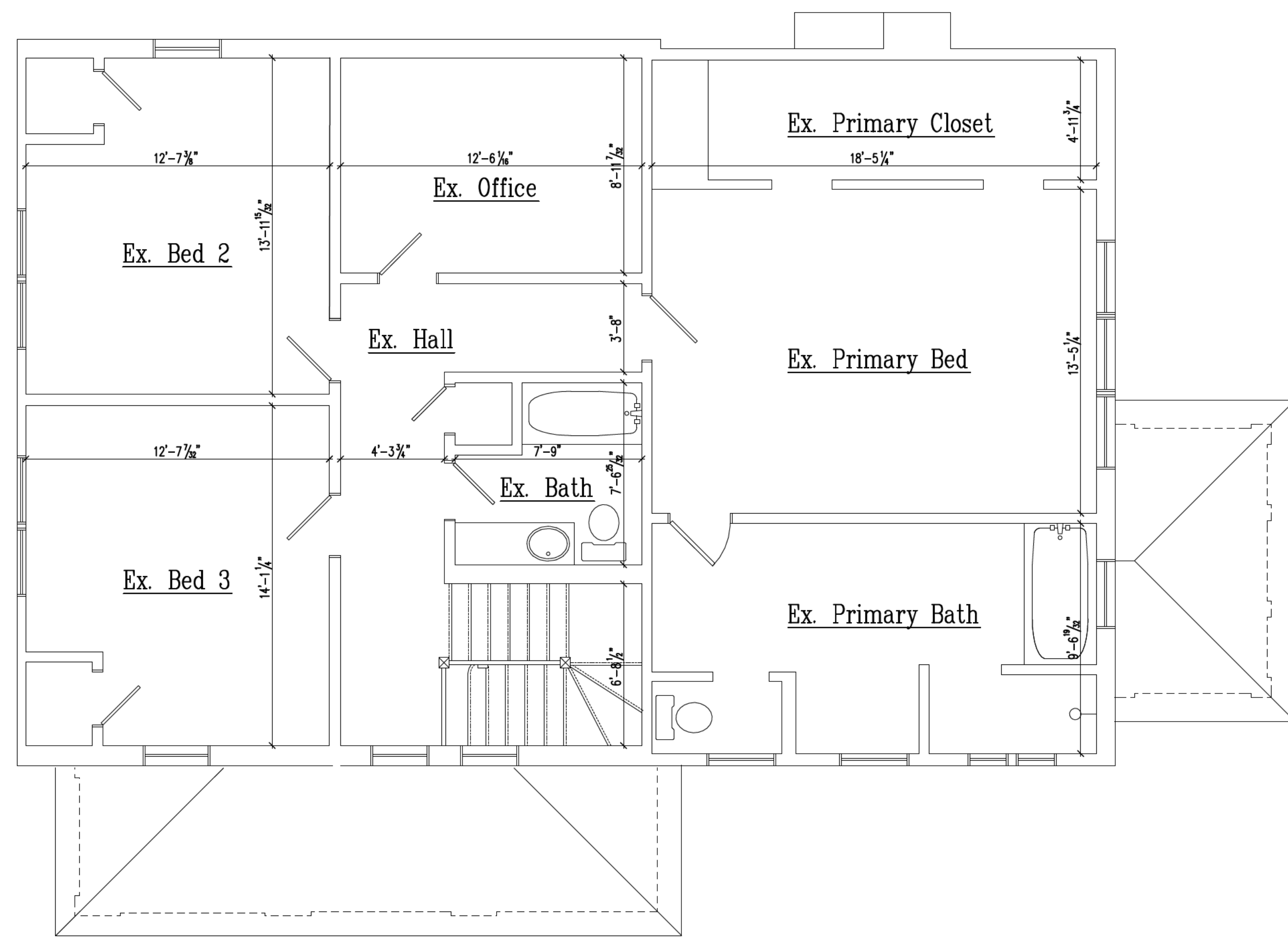
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DESIGNED BY:	DATE:
CJD	06-16-25
CHECKED BY:	DATE:
DRF	06-16-25
APPROVED BY:	DATE:
DRF	06-16-25

GREENGARD, INC.
Engineers • Surveyors • Planners
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SCALE:	1"=10'
DRAWING No.	64056
SHEET	1 of 1

829 & 833 FOXDALE AVENUE -- WINNETKA, IL
EXISTING TOPOGRAPHY



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 Act without permission of the copyright owner is unlawful.

FRAME: REVISIONS: REVISIONS: REVISIONS: CONSTRUCTION

NIED RESIDENCE
 833 FOXDALE AVENUE - WINNETKA, ILLINOIS 60093

TUESDAY, OCTOBER 28, 2025

HACKLEY & ASSOCIATES
 ARCHITECTS, INC.
 440 GREEN BAY ROAD - KENILWORTH, IL 60043
 TEL. 847.853.8258 847.853.8351 FAX

VC-3
 1806



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



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



Existing North Elevation
1/4" = 1'-0"



Existing West Elevation
1/4" = 1'-0"

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Act without permission of the copyright owner is unlawful.

FRAME: REVISIONS: REVISIONS: REVISIONS: CONSTRUCTION

NIED RESIDENCE
833 FOXDALE AVENUE - WINNETKA, ILLINOIS 60093

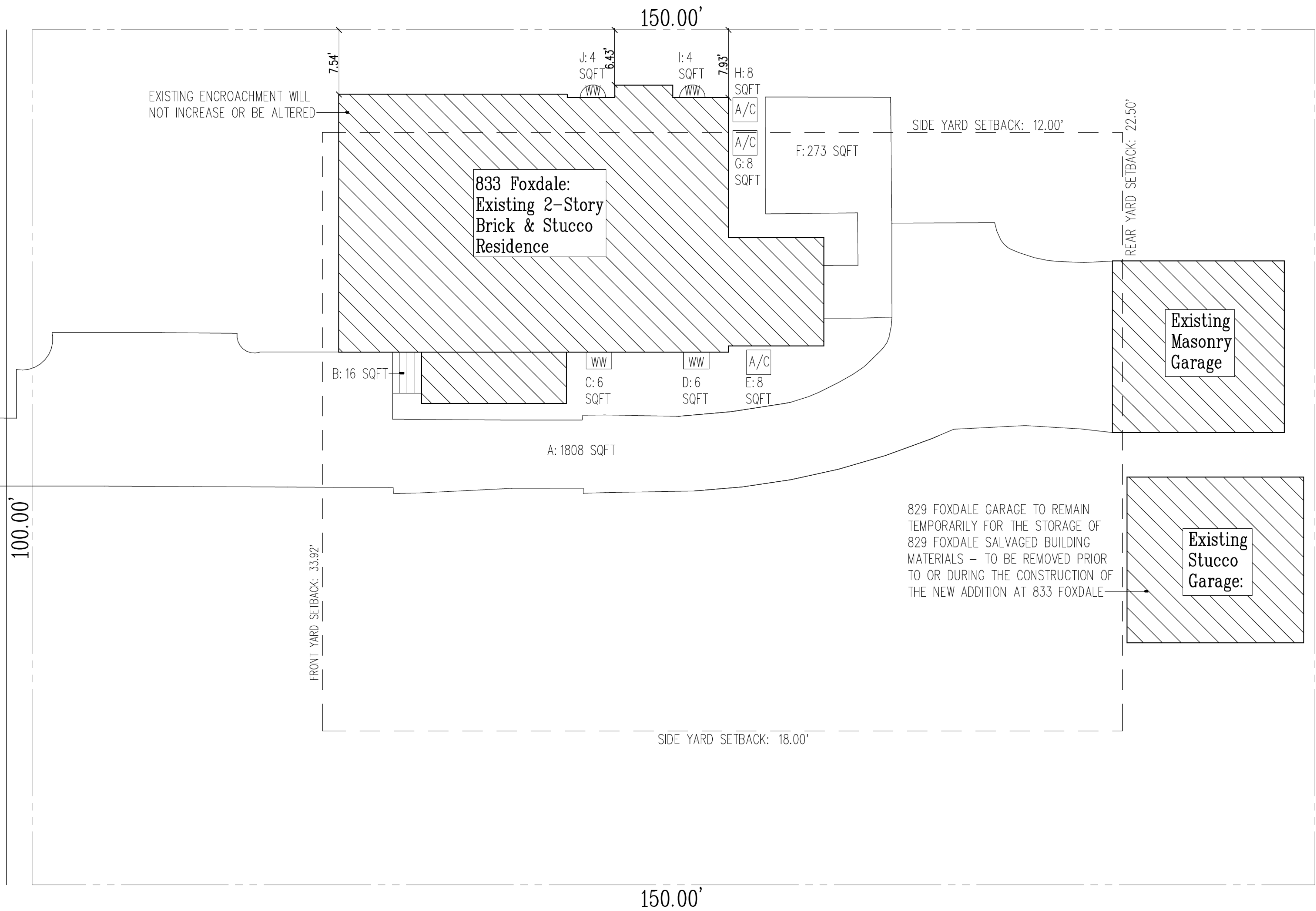
TUESDAY, OCTOBER 28, 2025

HACKLEY & ASSOCIATES
ARCHITECTS, INC.
440 GREEN BAY ROAD - KENILWORTH, IL 60043
TEL 847.853.8258 847.853.8351 FAX

VC-4
1806

FOXDALE AVENUE

EXISTING CONCRETE SIDEWALK



EXISTING ENCROACHMENT WILL NOT INCREASE OR BE ALTERED

833 Foxdale:
Existing 2-Story
Brick & Stucco
Residence

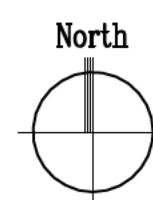
Existing
Masonry
Garage

Existing
Stucco
Garage

829 FOXDALE GARAGE TO REMAIN
TEMPORARILY FOR THE STORAGE OF
829 FOXDALE SALVAGED BUILDING
MATERIALS - TO BE REMOVED PRIOR
TO OR DURING THE CONSTRUCTION OF
THE NEW ADDITION AT 833 FOXDALE

- A: 1808 SQFT
- B: 16 SQFT
- C: 6 SQFT
- D: 6 SQFT
- E: 8 SQFT
- F: 273 SQFT
- G: 8 SQFT
- H: 8 SQFT
- I: 4 SQFT
- J: 4 SQFT

TOTAL: 2141 SQFT

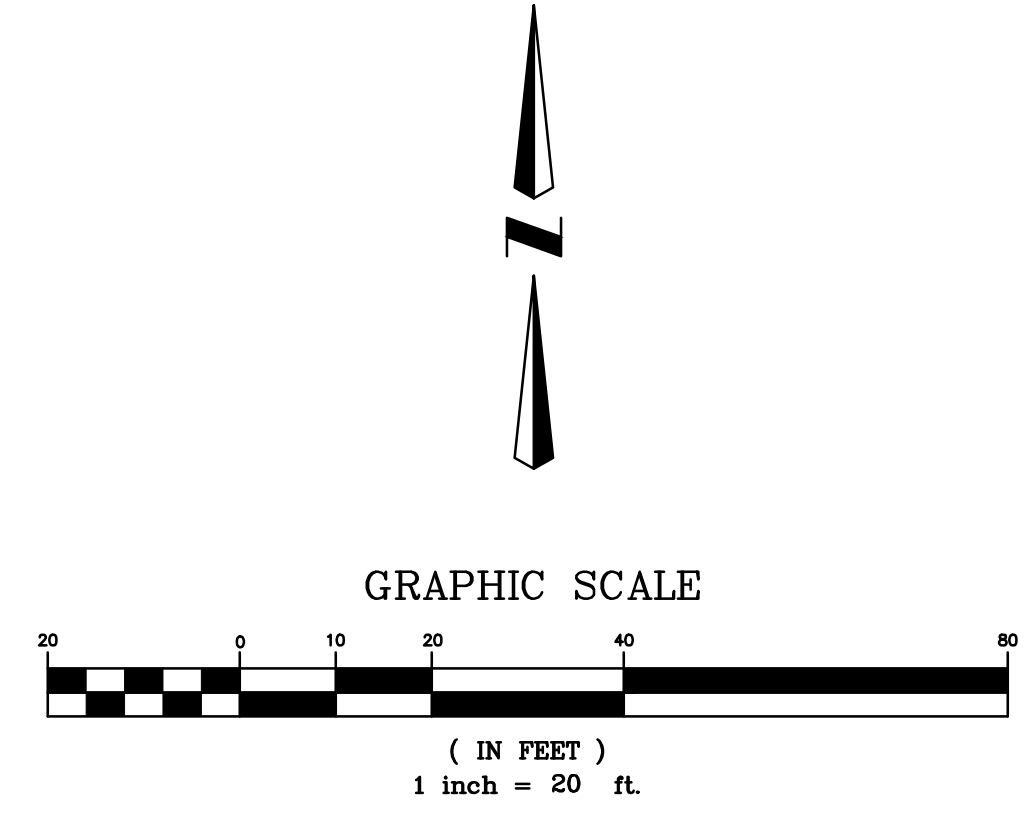


Site Plan: Impervious Surfaces

1/8" = 1'-0"

FINAL PLAT 829/833 FOXDALE AVE. CONSOLIDATION

BEING A CONSOLIDATION OF LOTS 14 & 15 IN BLOCK 4 IN WINNETKA PARK BLUFFS, BEING A SUBDIVISION BY WILLIAM H. CAIRNDUFF OF PART OF SECTIONS 16, 17 AND 20, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.



OWNER'S CERTIFICATE

STATE OF ILLINOIS } SS
COUNTY OF _____ }

THIS IS TO CERTIFY THAT _____ AS OWNER(S) OF THE LAND DESCRIBED IN THE ANNEXED PLAT, HAS CAUSED THE SAME TO BE SURVEYED AND CONSOLIDATED AS INDICATED THEREON, FOR THE USES AND PURPOSES THEREIN SET FORTH, AND DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE THEREON INDICATED AND HAVE DETERMINED TO THE BEST OF ITS KNOWLEDGE THE SCHOOL DISTRICTS IN WHICH THE LOT LIES, AS FOLLOWS:

SCHOOL DISTRICTS	LOT NUMBERS
ELEMENTARY SCHOOL DISTRICT #36	} ALL LOTS
NEW TRIER TOWNSHIP HIGH SCHOOL DISTRICT #203	
OAKTON COMMUNITY COLLEGE DISTRICT #535	

DATED THIS _____ DAY OF _____, A.D. 20_____

PRINTED NAME AND TITLE _____

NOTARY CERTIFICATE

STATE OF ILLINOIS } SS
COUNTY OF _____ }

I, _____, NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, DO HEREBY CERTIFY THAT _____ OF THE _____ DID PERSONALLY APPEAR BEFORE ME THIS DAY AND ACKNOWLEDGE THAT THEY DID SIGN THE HEREON DRAWN PLAT AS THEIR FREE AND VOLUNTARY ACT. GIVEN MY SIGNATURE AND SEAL DATED THIS _____ DAY OF _____, A.D. 20_____

NOTARY PUBLIC _____

VILLAGE ENGINEER CERTIFICATE

STATE OF ILLINOIS } SS
COUNTY OF COOK }

APPROVED BY THE VILLAGE ENGINEER OF THE VILLAGE OF WINNETKA, COOK COUNTY, ILLINOIS.

DATED THIS _____ DAY OF _____, A.D. 20_____

BY: _____
VILLAGE ENGINEER

VILLAGE COLLECTOR CERTIFICATE

STATE OF ILLINOIS } SS
COUNTY OF COOK }

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

DATED THIS _____ DAY OF _____, A.D. 20_____

BY: _____
VILLAGE COLLECTOR

WATER AND ELECTRIC DEPARTMENT CERTIFICATE

STATE OF ILLINOIS } SS
COUNTY OF COOK }

APPROVED BY THE DIRECTOR OF WATER AND ELECTRIC DEPARTMENT OF THE VILLAGE OF WINNETKA, COOK COUNTY, ILLINOIS.

DATED THIS _____ DAY OF _____, A.D. 20_____

BY: _____
WATER AND ELECTRIC DIRECTOR

PLAN COMMISSION CERTIFICATE

STATE OF ILLINOIS } SS
COUNTY OF COOK }

APPROVED BY THE VILLAGE OF WINNETKA, COOK COUNTY, ILLINOIS PLAN COMMISSION

DATED THIS _____ DAY OF _____, 20_____

BY: _____
PLAN COMMISSION CHAIRMAN

ATTEST: _____
SECRETARY

VILLAGE BOARD CERTIFICATE

STATE OF ILLINOIS } SS
COUNTY OF COOK }

APPROVED BY THE PRESIDENT AND THE BOARD OF TRUSTEES OF THE VILLAGE OF WINNETKA, COOK COUNTY, ILLINOIS.

DATED THIS _____ DAY OF _____, A.D. 20_____

BY: _____
VILLAGE PRESIDENT

ATTEST: _____
CLERK

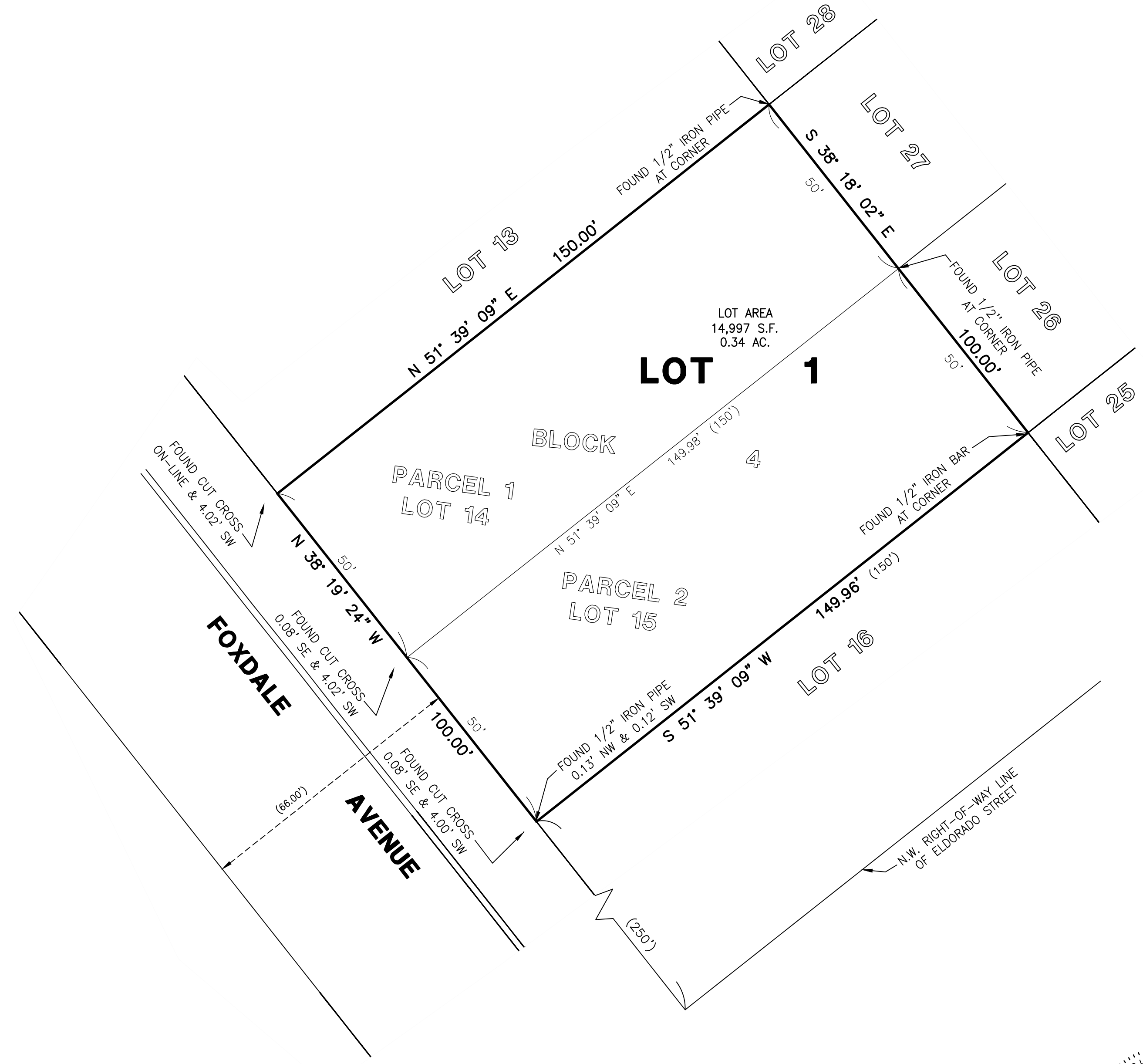
CURRENT P.I.N. NUMBERS

PARCEL 1—P.I.N. 05-17-401-008-0000
PARCEL 2—P.I.N. 05-17-401-009-0000

- SURVEYORS NOTES:**
1. THE BEARINGS SHOWN ON THIS PLAT ARE ON AN ASSUMED BASIS.
 2. THIS PLAT OF RESUBDIVISION IS BASED UPON A BOUNDARY SURVEY PREPARED BY GREENGARD INC. ON JUNE 16, 2025.
 3. EXISTING IMPROVEMENTS NOT SHOWN.

SEND FUTURE TAX BILL TO:
DEANNA & STEPHEN NIED
833 FOXDALE AVENUE
WINNETKA, IL 60093

SUBMITTED BY AND RETURN PLAT TO:
VILLAGE OF WINNETKA
COMMUNITY DEVELOPMENT DEPARTMENT
510 GREEN BAY ROAD, WINNETKA, ILLINOIS 60093



SURVEYORS CERTIFICATE

STATE OF ILLINOIS } SS
COUNTY OF LAKE }

THIS IS TO STATE THAT WE GREENGARD, INC., UNDER THE SUPERVISION OF AN ILLINOIS PROFESSIONAL LAND SURVEYOR HAVE SURVEYED AND CONSOLIDATED THE FOLLOWING DESCRIBED PROPERTY:

PARCEL 1:
LOT 14 IN BLOCK 4 IN WINNETKA PARK BLUFFS, BEING A SUBDIVISION BY WILLIAM H. CAIRNDUFF OF PART OF SECTIONS 16, 17 AND 20, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

THE PREMISES COMMONLY KNOWN AS:
833 FOXDALE AVENUE, WINNETKA, ILLINOIS 60093
PARCEL AREA = 7,499 SQ. FT.
P.I.N. 05-17-401-008-0000

PARCEL 2:
LOT 15 IN BLOCK 4 IN WINNETKA PARK BLUFFS, BEING A SUBDIVISION BY WILLIAM H. CAIRNDUFF OF PART OF SECTIONS 16, 17 AND 20, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

THE PREMISES COMMONLY KNOWN AS:
829 FOXDALE AVENUE, WINNETKA, ILLINOIS 60093
PARCEL AREA = 7,498 SQ. FT.
P.I.N. 05-17-401-009-0000

ALL DISTANCES ARE SHOWN IN FEET AND DECIMALS THEREOF.

THIS IS ALSO TO STATE THAT FROM OUR INTERPRETATION OF THE FLOOD INSURANCE RATE MAPS THAT COVER THE AREA, THE HEREON DESCRIBED PROPERTY FALLS WITHIN "NO-SCREEN" DEFINED AS OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, AS SHOWN ON FLOOD INSURANCE RATE MAP PANEL NUMBER 17031C0251K, WITH MAP REVISED DATE OF SEPTEMBER 10, 2021.

THE PROPERTY SHOWN ON THE PLAT HEREON DRAWN IS WITHIN THE VILLAGE OF WINNETKA, ILLINOIS, WHICH HAS ADOPTED A VILLAGE PLAN AND IS EXERCISING THE SPECIAL POWERS AUTHORIZED BY DIVISION 12 OF ARTICLE 11 OF THE MUNICIPAL CODE, AS HERETOFORE AND HEREAFTER AMENDED.



DATED THIS _____ DAY OF _____, A.D. 20_____

GREENGARD, INC.
111 BARCLAY BLVD., SUITE 310
LINCOLNSHIRE, ILLINOIS 60069-2906

JOSEPH R. SADOSKI
ILLINOIS
PROFESSIONAL LAND SURVEYOR NO. 3316
MY RENEWABLE LICENSE EXPIRES 11/30/26.

PERMISSION TO RECORD

THE UNDERSIGNED HEREBY AUTHORIZES THE VILLAGE OF WINNETKA AND/OR ITS DESIGNATED AGENTS TO RECORD SAID RESUBDIVISION PLAT WITH THE OFFICE OF THE COOK COUNTY RECORDER OF DEEDS ON BEHALF OF THE UNDERSIGNED.

THIS _____ DAY OF _____, A.D. _____

GREENGARD, INC.
111 BARCLAY BLVD., SUITE 310
LINCOLNSHIRE, ILLINOIS 60069-2906

JOSEPH R. SADOSKI
ILLINOIS
PROFESSIONAL LAND SURVEYOR NO. 3316
MY RENEWABLE LICENSE EXPIRES 11/30/26.

GENERAL NOTES:
1. DISTANCES ARE MARKED IN FEET AND DECIMAL PLACES THEREOF.
2. NO DIMENSION SHALL BE ASSUMED BY SCALE MEASUREMENT HEREON.

DRAWN BY:	DATE:	REVISIONS	DRAWN BY:	DATE:	REVISIONS

DESIGNED BY: _____ DATE: 06-27-25
 CHECKED BY: _____ DATE: 06-27-25
 APPROVED BY: _____ DATE: _____

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

SCALE:	1"=20'
DRAWING No.	64056
SHEET	1 of 1

829 & 833 FOXDALE AVENUE — WINNETKA, IL
PLAT OF CONSOLIDATION

**WINNETKA PLAN COMMISSION MEETING MINUTES EXCERPT
DECEMBER 17, 2025**

Members Present:

Layla Danley, Chairperson
Jonathan Alt
Christopher Blum
Mamie Case
Chris Enck
King Poor
Cyrus Subawalla
Kate Van Vlack

Members Absent:

Matthew Bradley

Non-Voting Members Present:

Bridget Orsic

Village Staff:

Scott Mangum, Community Development Director
Ann Klaassen, Assistant Director of Community
Development

New Applications:

a. **Case No. 25-29-SD: 829 Foxdale Avenue and 833 Foxdale Avenue:** Applications seeking approval of a Final Plat of Consolidation to consolidate the two existing lots into a single lot of record, which requires (i) variations to allow the existing residence at 833 Foxdale Avenue to: (a) observe less than the minimum required side yard setback from the northerly property line, which is due to an increase in the minimum required side yard setback as a result of the proposed increase in total lot area and increase in average lot width; and (b) not provide the required building line articulation along the north side buildings walls; and (ii) a finding of "No Material Increased Adverse Impact for the existing detached garage at 829 Foxdale Avenue which observes less than the minimum required rear yard setback from the east property line. The Village Council has final jurisdiction on this request.

Ms. Klaassen referred to an illustration of the property and location which she identified for the Commission, as well as its zoning classification, size and existing improvements. She stated the Comprehensive Plan designated the property and surrounding properties as appropriate for single family residential uses and the use of the site is consistent with the Comprehensive Plan land use designation and R-5 zoning. Ms. Klaassen then identified the site's photos noting the applicant resides in 883 Foxdale and submitted a demolition application for 829 Foxdale which was approved by the Historic Preservation Commission without delay. She described the proposed consolidated lots' measurements, the proposed addition and detached garage noting building plans have not yet been submitted. Ms. Klaassen also summarized the variations being requested, the nonconformities being eliminated and created, the setbacks, as well as the sizes of similar neighboring lots. She stated the ZBA is to consider the application at its January 12, 2026, meeting. Ms. Klaassen noted the Village Engineering and Water and Electric Departments are not requiring easements, She also noted that the applicant is working with staff to finalize the necessary signature blocks on the plat. She stated the Commission is to consider whether the proposed consolidation is consistent with the Comprehensive Plan and complied with the subdivision code. Ms. Klaassen then stated following the applicants' presentation, public comment and Commission discussion, the Commission may decide to take action one of two options: (i) continue the item to a date

1 certain; or (ii) consider a motion to recommend approval or denial. She noted draft language for a
2 recommendation of approval or denial is included in the packet and that staff did not receive any written
3 comments from the public. Ms. Klaassen then asked if there were any questions.
4

5 Chairperson Danley referred to Figure 4 and asked for clarification with regard to similarly sized lots. Ms.
6 Klaassen clarified the information for the Commission. Mr. Enck asked if R-4 and R-5 zoning is behind the
7 property. Ms. Klaassen identified the properties on Lincoln which are R-4 as well as some lots on Tower
8 Road. Ms. Van Vlack asked if the 15,000 square foot resultant lot would be measured the same as R-3
9 zoned lots. Ms. Klaassen confirmed the proposed lot size would be similar to the minimum required R-3
10 lot area of 16,000 square feet. No additional questions were raised at this time.
11

12 Chairperson Danley swore in those speaking to this matter. Chip Hackley of Hackley & Associates
13 Architects summarized the work he has done in the Village and on this property. He stated the proposed
14 plan would maintain the neighborhood continuity and scale with a seamless addition which would
15 improve the property. Mr. Hackley noted the proposed plans have not been finalized and discussed the
16 setback issues resulting from the consolidation. He also stated the removal of one of the garages would
17 be a nice component of the plan and reduce the combined property's impermeable effect. The applicants'
18 team provided no additional comments and Mr. Hackley then asked if there were any questions.
19

20 Chairperson Danley also asked if there were any questions. A Commission Member questioned the
21 existing home's square footage. Mr. Hackley responded the proposal would be under the maximum
22 allowable FAR. A Commission Member then questioned the home's square footage with the addition. Mr.
23 Hackley referred to the challenges with regard to drainage and the property's slope. No additional
24 questions were raised at this time.
25

26 Chairperson Danley asked for public comment. Jason Alcorn, 837 Foxdale, stated the proposal would be
27 an improvement for the neighborhood. He referred to specific language with regard to the northern
28 property owner and stated he wanted to ensure no variations are granted to the setback of the current
29 structure with the proposed addition as well as for articulation.
30

31 Colin Cross, 821 Foxdale, stated his issue is that combining the two Foxdale lots would change the
32 community nature. He described the neighborhood as an old world community due to the small lot sizes.
33 Mr. Cross stated he is opposed to larger 100 foot lots on Foxdale which has a reputation as one of the
34 most unique neighborhoods in the Village which is affordable for the influx of young families. He then
35 commented on 841 Foxdale and questioned what would happen if the larger lot is sold and a larger home
36 is built. No additional comments were made at this time.
37

38 Chairperson Danley called the matter in for discussion. Trustee Orsic commented that both neighbors are
39 right. She noted that there are already larger lots here, unlike the application considered last month. She
40 stated the decision they made last month was due to it being precedent setting. Trustee Orsic stated in
41 this particular case, she would be in favor of the request due to the fact there are similar lots. Chairperson
42 Danley referred to the prior discussion relating to preserving existing housing stock and referred to the
43 nearby larger homes in the R-4 district. Mr. Blum stated the request is approximately 1,000 feet under the
44 standard or 45%. He also stated it is important to consider the entirety of Foxdale and referred to the
45 items the Commission is to consider and specific standards he identified. He also stated the request would
46 not support the plan in that it would eliminate two smaller more affordable homes.
47

48 Mr. Enck stated he also appreciated both views from the public comments and stated the proposed design

1 in this particular instance would fit in better with the neighborhood. He referred to previous discussions
2 for demolition applications and stated the lower scale and size of the addition would help to maintain the
3 street feel more so than what could otherwise be built there. Ms. Case agreed with the comments made
4 and referred to the fact the property is not large enough to go through the special use permit
5 consolidation process in connection with lot size. She also agreed with the discussion with regard to the
6 Foxdale uniqueness and that she is somewhat concerned what would happen with the next application
7 to combine two Foxdale lots. Ms. Case questioned whether the Trustees would consider that possibility
8 which would result in the loss of the R-5 characteristics. She added while the proposal is nice looking, they
9 should consider future possibilities. Trustee Orsic informed the Commission she could bring up the issue
10 at the next Village Council meeting.

11
12 Mr. Blum stated for this area, the home would remain an R-5 home with an R-3 size and referred to
13 instances for homes which were built pre-code. Mr. Alt stated R-4, R-5 and R-3 lots are there for a reason
14 and agreed the Foxdale area is special due to the small lot size and affordability and commented
15 eliminating such housing stock in the R-5 district did not make sense. He then referred to setting a
16 precedent which would change the neighborhood fabric and he would vote against the request. He also
17 agreed with Mr. Blum's comment to not create an R-3 sized home in the R-5 district and referred to the
18 Comprehensive Plan's goals with regard to housing stock.

19
20 Mr. Subawalla agreed with Mr. Alt's comments with regard to incrementally breaking up the
21 neighborhood fabric and scale diversity. He stated he is on the fence. Ms. Van Vlack stated they are
22 struggling with the fundamental issue that they cannot answer in terms of maintaining housing stock,
23 neighborhood character and affordability. She stated while they do need to keep smaller housing stock,
24 she referred to the issue of teardowns by developers. Ms. Van Vlack then stated in considering 849
25 Foxdale which was built in 2005, the guidelines which were not considerably different at that time and
26 how that property was allowed be consolidated at that time. She also stated going from an R-5 to an R-4
27 is not as big of a jump but they must find a way to fundamentally address the issue as these matters come
28 before them. Ms. Van Vlack concluded she would be in support of the request.

29
30 Mr. Poor stated in considering the Sunset matter discussed last month, he referred to the discussion of
31 not setting precedent but described the situation as similar enough. He agreed Foxdale is a unique area
32 which is the type of area the Comprehensive Plan was designed to promote. Mr. Poor concluded he would
33 vote against the request.

34
35 Chairperson Danley stated she would take a straw poll of the Commission Members and noted her
36 preference is to not combine R-5 lots. She then stated while the property is located next to the R-4 district
37 and one home would be maintained and a special use is not being requested, she did not see within the
38 standards they are reviewing, she would be in favor of the request with the provision that both garages
39 would be removed. Chairperson Danley also referred to the finding being made of no increased material
40 adverse impact being a condition. The Commission Members then identified their positions in detail for
41 the straw poll.

42
43 Chairperson Danley indicated the Commission appeared to be split, 4:4 and asked the Commission
44 Members if they felt any additional information is needed to vote on the matter. Ms. Klaassen noted that
45 the Commission should work towards making a recommendation to the Village Council one way or the
46 other. Trustee Orsic informed the Commission if there is a split vote, that is important for the Trustees to
47 know that there is a bigger issue. Chairperson Danley added the Commission Members' concerns have
48 been noted for the record.

1 Chairperson Danley then suggested they go through the standards to identify those which are not met.
2 Mr. Blum referred to the discussion that the matter is something the Village Council needs to further
3 consider.

4
5 Chairperson Danley then asked for a motion. Mr. Poor moved to recommend denial of the application.
6 The motion was seconded by Mr. Blum with the statement that the request is inconsistent with the
7 Comprehensive Plan. A vote was taken and the motion passed, 5 to 3:

8 AYES: Alt, Blum, Case, Poor, Subawalla

9 NAYS: Danley, Enck, Van Vlack

10 NON-VOTING: Trustee Orsic

11

12

13

14 Respectfully submitted,

15

16 Antionette Johnson

17 Recording Secretary

ATTACHMENT 3

Minutes adopted 04.13.2026

WINNETKA ZONING BOARD OF APPEALS SPECIAL MEETING MINUTES EXCERPT MARCH 16, 2026

Zoning Board Members Present: Matt Bradley, Chairman
Mark Haller
Kathryn Leister
Mike Nielsen
Michael Ritter

Zoning Board Members Absent: Lynn Hanley
Todd Vender

Village Staff: Scott Mangum, Director of Community Development
Ann Klaassen, Assistant Director of Community
Development

Village Attorney: Peter Friedman

New Cases:

a. **Case No. 25-29-SD: 829 Foxdale Avenue and 833 Foxdale Avenue:** An application seeking approval of a Final Plat of Consolidation to consolidate the two existing lots into a single lot of record, which requires variations to allow the existing residence at 833 Foxdale Avenue to: (a) observe less than the minimum required side yard setback from the northerly property line, which is due to an increase in the minimum required side yard setback as a result of the proposed increase in total lot area and increase in average lot width; and (b) not provide the required building line articulation along the north side building walls. The Village Council has final jurisdiction on this request.

Ms. Klaassen summarized the application to request the consolidation of two existing lots into a single lot of record and identified the property's location, zoning classification and lot size of both lots as well as the existing improvements. She referred to photos of both lots noting the applicant resided at 833 Foxdale which they acquired in 2005 with the adjacent parcel purchased in 2024. Ms. Klaassen noted a demolition permit was approved by the HPC for 829 Foxdale.

Ms. Klaassen stated the consolidation would create a single buildable lot measuring nearly 15,000 square feet and the applicant planned to build an addition on the south side of the existing residence at 833 Foxdale and a detached garage. She identified plans to maintain both garages during construction for storage. She noted the consolidation complied with zoning lot size standards, which she identified for the Board and noted it would create one conforming lot. Ms. Klaassen also noted if a consolidation resulted in a lot measuring more than two times the minimum lot size or more than two times the minimum required average lot width, a special use permit would be required and confirmed the application did not require a special use permit.

Ms. Klaassen described the two necessary zoning variations in detail as a result of the consolidation and the nonconformity which would be eliminated. She summarized the Plan Commission's (PC) consideration of the request and its recommendation of denial and noted the Board is to review the request with regard to eight zoning standards. Ms. Klaassen referred to emails received in connection with the request and stated following the applicant's presentation, public comment and Board discussion, the Board may

1 decide to either continue the matter to a date certain to allow time to address questions or comments or
2 make a motion to recommend approval or denial of the requested variations with draft language included
3 on page no. 187. She then asked if there were any questions.
4

5 Chairman Bradley also asked if there were any questions. He referred to the 2x the minimum lot area and
6 average lot width provision requiring approval of a special use permit. No questions were raised at this
7 time.
8

9 Chairman Bradley swore in those speaking to this matter. Chip Hackley of Hackley & Associates Architects
10 stated he represented Stephen and Deanna Nied and described the request as a technicality in terms of
11 the application of zoning and lot consolidation. He stated the existing home is currently nonconforming
12 and once the lots are consolidated, larger side yard setbacks are required. Mr. Hackley summarized the
13 plan to maintain the existing home at 833 Foxdale, remove the 829 Foxdale home and expand the 833
14 Foxdale home which would also eliminate a narrow shared driveway. He stated their intent is to maintain
15 the continuity on Foxdale and a new home could result in a very large home and affect the block
16 contextually. Mr. Hackley referred to the home's front elevation illustration and preliminary plans and
17 described the renovation to be done to the home.
18

19 Chairman Bradley asked if there were any questions. Mr. Nielsen asked if the consolidation assumed any
20 further variations. Mr. Hackley responded there would be none and described the relief obtained on the
21 south side of the property once the home is taken down. Mr. Haller referred to the existing north side
22 elevation and home design and asked if their intent is to mimic the character in terms of the home's design
23 elements. Mr. Hackley confirmed that is correct as well as improve some of the home's details. He also
24 described the distance between the home and the lot line.
25

26 Chairman Bradley referred to the first standard with regard to whether 833 Foxdale would be able to
27 obtain a reasonable return as well as sizes of neighboring homes which are existing nonconforming. He
28 asked why the home could not otherwise yield a reasonable return without consolidation. Mr. Hackley
29 responded the most important consideration in connection with reasonable return related to how the lot
30 is used and referred to the shared driveway removal which represented a dangerous and uncomfortable
31 situation. He also stated it is not possible to have two driveways on both lots. Chairman Bradley stated
32 the driveway situation was not sufficiently addressed at the PC meeting. He also referred to the third
33 standard and precedent setting on Foxdale. Mr. Hackley responded it would not set a precedent and is
34 dependent on how it would be handled. Chairman Bradley stated their attempt is to preserve 833 Foxdale
35 with consolidation as opposed to removing the home at 829 Foxdale and a new home being built. Mr.
36 Hackley confirmed that is correct.
37

38 Deanna Nied stated they have lived at 833 Foxdale for over 20 years, which she described as historic. She
39 stated they have lived with the shared driveway situation for quite some time and were fortunate to be
40 able to purchase the home next door which was not in good shape. Mrs. Nied stated the request would
41 allow them to resolve the driveway situation and asked if there were any questions. No questions were
42 raised at this time.
43

44 Chairman Bradley asked for public comment and swore in those speaking to this matter. Andy Cripe read
45 his comments into the record. He noted he owned the home from 2005-2015 and summarized his position
46 to recommend approval of the request. Mr. Cripe also described the structural issues in the home and
47 stated the uniqueness of the situation related to more than the narrow shared driveway situation which
48 he explained as the homes' proximity and driveway slope impeded views. He then stated renovating the

1 home to make it viable would not be practical and asked for the consolidation request be granted to allow
2 the applicants' home to remain. Mr. Cripe then asked if there were any questions.

3
4 Jason Alcorn stated he lived to the north of the applicants' home and agreed the homes on Foxdale are
5 tight and nonconforming. He stated as long as nothing else on the property changed, he had no problem
6 with the home. Mr. Alcorn agreed with Mr. Cripe's analysis of the home and with regard to meeting the
7 standards, otherwise allowing a new home to be built on 829 Foxdale would create an encumbrance with
8 regard to the homes' proximity as opposed to allowing it to remain a vacant lot.

9
10 Evan Meister, 825 Foxdale, stated he is a commercial builder in Chicago and with regard to preservation
11 and neighborhood character, he described the applicants as neighborhood stewards. He referred to the
12 street's character and described it as an eclectic street. Mr. Meister stated if the request is not approved,
13 the lot would end up in the hands of a spec developer which would not contribute to neighborhood
14 character. He stated the request would improve the neighborhood.

15
16 Christina Cripe, former 829 Foxdale resident, stated she agreed with the comments made and the request
17 would contribute to the town's overall aura and asked for the consolidation to be approved. No additional
18 comments were made at this time.

19
20 Chairman Bradley called the matter in for discussion and referred to the standards the Board is to
21 consider. Mr. Haller stated after having reviewed the standards, he referred to the first two standards in
22 particular and referred to the 829 Foxdale home which is in disrepair and requires substantial expense to
23 repair. He stated if it is removed and a new home built, there would be a challenge in terms of the shared
24 driveway. Mr. Haller stated there are unique circumstances with regard to both properties and the
25 consolidation would not otherwise physically change anything on the street. He stated the alternative to
26 tear down both homes and build a new home would result in a risk to the neighborhood character and he
27 would lean toward recommending approval.

28
29 Mr. Ritter agreed with Mr. Haller's comments and added the home would be attractive with the addition
30 of green space. He stated given the alternative and while the first two standards were not clearly met, he
31 would be in favor of recommending approval. Ms. Leister stated her initial thought was not to recommend
32 approval in connection with the second standard and that the addition would change the character of the
33 locality. She stated after hearing the testimony, the 8-foot driveway is tighter than is more typically seen
34 and with the plan to maintain the existing home's character and the neighbors' comments, she would be
35 in favor of the request.

36
37 Mr. Nielsen referred to three particular standards and the written comment received and determined
38 there are three options including tearing down both homes which would result in one large home out of
39 character for the neighborhood, tear down one home to allow 833 Foxdale to have a larger lot or the
40 proposed plan. He stated the proposed plans for the home made a big difference for him and while the
41 home would be larger, hearing the public comment with regard to the shared driveway and safety issues,
42 he would be in favor of the request. Mr. Nielsen concluded the proposal is by far the best option. Chairman
43 Bradley stated with regard to the zoning relief requested, he would be in support of the request although
44 the reasonable return standard is difficult to meet and referred to the amount of homes which do not
45 have driveways.

46

1 Chairman Bradley then asked for a motion to recommend approval as noted on page 12. A motion as
2 stated by Chairman Bradley was made by Mr. Nielsen and seconded by Ms. Leister. A vote was taken and
3 the motion unanimously passed, 5 to 0:

4 AYES: Bradley, Haller, Leister, Nielsen, Ritter

5 NAYS: None

6

7

8

9 Respectfully submitted,

10 Antionette Johnson

11 Recording Secretary

ATTACHMENT 4

HACKLEY & ASSOCIATES ARCHITECTS, INC.

440 GREEN BAY ROAD | KENILWORTH, ILLINOIS 60043 | P. 847.853.8258 | F. 847.853.8351

March 11, 2026

To the Winnetka Zoning Board of Appeals and Village Council:

I am writing on behalf of my clients, Deanna and Stephen Nied, regarding their lot consolidation request for 829 and 833 Foxdale Avenue, presented to the Plan Commission on December 17, 2025.

During the Commission's discussion and vote, I was unable to provide key information that is directly relevant to the case and may have influenced the outcome (5-4 denial). Only after the meeting was adjourned was I able to offer additional context. Given this, I respectfully request that the Zoning Board of Appeals and the Village Council consider the information in this letter as part of the record as it evaluates the Nieds' request and its broader impact on the Foxdale Avenue community.

Purpose for the Nieds' Consolidation Request

The two lots at 829 and 833 Foxdale share a single, narrow, eight-foot-wide driveway that straddles the property line. While this arrangement may have been workable in the 1920s, it presents significant safety concerns today. Modern vehicles and limited sightlines create ongoing hazards—issues the Nieds have experienced firsthand during their 20 years at 833 Foxdale.

Resolving this long-standing safety problem was a primary reason the Nieds purchased the adjacent property and engaged us to design a solution that both aligns with Foxdale's character and eliminates the risks inherent in the current shared driveway.

In addition, shared driveways are well-documented sources of conflict, and while the Nieds have enjoyed positive neighbor relationships, they have understandable concerns about how future owners might handle the shared-access arrangement.



INFO@HACKLEYARCHITECTS.COM

WWW.HACKLEYARCHITECTS.COM



Issues with Keeping the Current Lot Arrangement

If the lots remain separate, the community is left with a small set of options—all of them suboptimal:

1. **Two new homes**, each with its own driveway—without a design review board, the resulting homes could be incompatible with Foxdale’s character and diminish the desirability of the block.
2. **Add a new driveway to 829 and build a narrow home**, a re-subdivision would be required to shift the shared drive entirely to 833. This would make 829 narrower, nonconforming, and produce a home inconsistent with neighborhood character.
3. **Keep 829 vacant for the foreseeable future.**

By contrast, consolidation and the Nields’ planned addition offer a significantly improved outcome for both the neighborhood and the Village.



Benefits of Approving the Consolidation

1. Preservation of Existing Structures

- Maintains the original 833 Foxdale house & character.
- Although 829 and 833 share similar exteriors, their interiors are nearly mirror images; the addition preserves almost the entire 833 floor plan.
- Salvaged materials from 829 will be repurposed into the addition. Materials not repurposed on site will be sold, donated, or recycled.

2. Protection of Neighborhood Character

- Prevents construction of two new homes that may diverge from Foxdale's architectural identity.
- Ensures continuity of style and scale consistent with the streetscape.

3. Prevention of Long-Term Vacancy

- Avoids the risk of 829 remaining an empty lot for years while the Niefs remain at 833.

Working with my firm, the Niefs plan to create a single-family home fully compliant with the R-5 zoning district and aligned with the Village's Comprehensive Plan.

Design & Community Alignment

The consolidated home—designed in the Dutch Colonial style and scaled to the surrounding block—will:

- Fit seamlessly within the cottage-style character of Foxdale.
- Preserve and incorporate the original 833 house, a mirror image of 829.
- Reuse, repurpose, and/or recycle salvaged materials from 829.

The resulting home will provide:

- Modern amenities expected in contemporary homes
- Accessibility features supporting aging in place
- Space for extended family
- Long-term housing flexibility for future generations



Advancement of Village Goals

The proposed consolidation supports core Village objectives:

- Renovation of existing homes in a manner that maintains contextual consistency with the neighborhood
- Reduced energy consumption
- Increased permeable surface coverage
- Improved stormwater management
- Expanded housing options for young families, empty nesters, and seniors

Beyond resolving the shared driveway in a manner consistent with the Comprehensive Plan, the project enhances neighborhood character. A planned large front porch will further strengthen the social fabric of this highly walkable street.

Addressing Concerns About Establishing a Precedent

Some Plan Commission members expressed concern that approving this request might encourage widespread consolidation of small lots on Foxdale.

In practice, such a trend is highly unlikely:

- The Nieds—long-time Foxdale residents—spent over 20 years before the opportunity arose to acquire the adjacent lot.
- No other consolidations have occurred on Foxdale during that period.
- The 829/833 driveway is the **only** shared, narrow (8-foot) driveway on the street.
- Other homeowners lack both the motivation and the unique site conditions that exist between these two properties.

Thus, the character of Foxdale — particularly lot size — remains secure, and the Nieds’ situation is uniquely limited to their property alone.



The Nields deeply value the Foxdale streetscape and have no desire to diminish it; rather, their proposal allows them to continue living in their home for many years while addressing the long-standing safety and shared-driveway issues that will not subside over time if left unresolved.

Plan Commission Meeting Record Clarification

In reference to the Village's Plan Commission meeting minutes, I would like to provide additional clarification regarding the variation request.

During the public comment period at the December 17, 2025, meeting, Jason Alcorn, the neighbor to the north, attended to confirm that no variation was being requested for a new structure within the north side-yard setback. At that time, it was clarified that the variation relates only to the revised side-yard dimensions resulting from the lot-consolidation request and does not involve any new construction.

For the record, the variation is required because the adjusted, reduced setback causes the existing structure to fall within the newly established side-yard requirement. This request addresses the zoning compliance of an existing condition.



Closing

I respectfully request that the Zoning Board of Appeals and the Village Council consider the previously omitted shared-driveway facts and the analysis provided in this letter. If reopening deliberations is not possible, I ask that this letter be included in the record so that the Zoning Board of Appeals and the Village Council have the benefit of this additional information as it makes its final decision—particularly given that the Plan Commission did not have an opportunity to fully discuss this key issue.

**Regards,
Chip Hackley**

cc: Winnetka Zoning Board of Appeals

cc: Winnetka Village Council

cc: Village of Winnetka Community Development



ATTACHMENT 5

From: [REDACTED]
To: [Planning](#)
Date: Monday, March 16, 2026 12:02:28 PM

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To the Board.

I oppose the construction of 829-833 Foxdale.

A) It changes the quaintness of the street.

B) The affordability of the homes on Foxdale, thus raising the taxes on the street.

I used to live on Foxdale at 812 and loved all the neighbors on the street who could afford Foxdale and not other streets in Winnetka. Please reconsider your vote on this and vote nay.

Yours Truly,

Joe Johnson

--

Joe Johnson
776 Greenbay road
Winnetka, Ill
[REDACTED]

From: [REDACTED]
To: [Planning](#)
Subject: Case 25-29-SD, Lot Consolidation on Foxdale
Date: Monday, March 16, 2026 12:15:56 PM

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Dear Zoning Board Members:

I am a long time resident of Foxdale Avenue and recently sold my home at 821 Foxdale Avenue to my daughter and her husband. They have two children, ages 5 and 3. They could afford this home because it is much less expensive than many other homes in Winnetka.

I currently reside at 828 Bell Lane, Winnetka, but had owned my home on Foxdale from 1989-2025.

Foxdale is a close knit community, largely due to the smaller, 50-foot-wide lots.

I am opposed to the proposed combination of two 50' lots into one 100' lot for the following three reasons:

1. It reduces the stock of affordable homes in Winnetka;
2. It changes the unique nature of the "Foxdale Community", arguably one of the best and most welcoming neighborhood in Winnetka; and,
3. It is the thin end of the wedge and will lead to more lot consolidations on Foxdale and other R5-zoned streets, resulting in fewer affordable homes.

Please vote No on the proposed lot consolidation.

Sincerely,

Colin Cross
[REDACTED]

From: [REDACTED]
To: [Planning](#)
Subject: Lot Consolidation on Foxdale
Date: Monday, March 16, 2026 12:44:17 PM

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Dear Zoning Board Members:

I'm writing today to ask you to vote against the combination of two 50 foot lots on Foxdale into one 100 foot lot. Foxdale is one of the few "affordable" streets in Winnetka. A larger lot will undoubtedly result in a home that is too large for the surrounding houses. Even if the current owners don't have plans to max out their FAR, a future owner could. We raised our children on Foxdale. Back then, our neighbors were school teachers, dieticians, film editors, and professors—one neighbor was a Polish immigrant who ran the food service at New Trier. Making Winnetka welcoming to a variety of homeowners from many different walks of life begins with a conscious effort to keep at least some lots—and thus the homes that are built on them—smaller.

Please seriously consider voting no on this issue.

Teri **C**ross

From: [REDACTED]
To: [Planning](#)
Subject: Opposition: Case 25-29-SD, Lot Consolidation on Foxdale
Date: Monday, March 16, 2026 12:58:12 PM

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Hello Winnetka Zoning Board,

I have recently returned to Foxdale Avenue after growing up here in the '90s and '00s. Foxdale was an incredible place to grow up, with tight knit families and kids playing everywhere.

The closeness of the homes affect the closeness of the families. Foxdale is one of the best streets in Winnetka to Trick-or-Treat. I got to participate in trick-or-treating with my little kids last October after moving home from Chicago. Our Chicago neighborhood did not enjoy the same neighborliness as Foxdale does.

I oppose the consolidation of the lots two doors down from my home at 821 Foxdale. Fewer, bigger homes, more spread out, are the antithesis of what makes our neighborhood great. More density is better for all of us, and it's one of the reasons I returned to my home almost 20 years after I graduated from New Trier and moved out.

Please vote no on the proposed consolidation.

Thank you,
Lizzie Cross

From: [REDACTED]
To: [Planning](#)
Subject: Case 25-29 SD
Date: Monday, March 16, 2026 2:25:42 PM

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I oppose the petition to combine these 2 Foxdale properties. There is little we can do to address the housing crisis in this country, but maintaining a relatively affordable presence in Winnetka should be a priority. Also, as a 5 decade resident of Foxdale, I would like to preserve the unique family culture of our street.

Respectfully,
Mark Stefanik
[REDACTED]

From: [REDACTED]
To: [Planning](#)
Subject: Lot consolidation at 833 and 829 Foxdale
Date: Monday, March 16, 2026 2:48:27 PM

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I am unable to attend tonight's meeting due to recent surgery.

I would like to respectfully submit my concerns for the Zoning board meeting on March 16, 2026 regarding combining two Foxdale lots into one 100-foot at 833 and 829 Foxdale:

I am concerned about the impact the proposed consolidation would have on the unique character of Foxdale Avenue and the availability of affordable housing in the Village.

Thanks,

Jeff Charatz
832 Foxdale

From: [REDACTED]
To: [Planning](#)
Subject: Case NO. 25-29-SD - 829/833 Foxdale Avenue
Date: Monday, March 16, 2026 4:00:10 PM
Attachments: [image001.png](#)

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To whom it may concern:

As a former Foxdale resident and current Winnetka resident, I want to express my opposition to the combination of the lots located at 829 and 833 Foxdale Avenue into a single lot. There are a number of reasons why I oppose this effort.

1. Affordability
2. Impact on current Foxdale residents
3. Precedent

Affordability – As it stands now, the village’s potential inventory of “entry level” homes is likely at an all time low. When we first moved into the village, there were multiple neighborhoods that had homes that were both approachable, and appropriate, for young families seeking to enter Winnetka for the access to the schools, programs and municipal operations. Today, as a parent with children who find Winnetka, where they grew up, unaffordable, those types of neighborhoods are significantly fewer. Any reduction in the inventory of homes that are available to first time homebuyers would have a negative impact on the long-term viability of the village and the tax base that supports it. As someone who first moved to Foxdale and then elsewhere into a larger home in the village, I can understand the desire of the current occupant to acquire the adjacent property. However, this request, if granted, will price the current owner’s property out of the market for the area on Foxdale and encourage other buyers to seek similar situations to combine lots, tear down existing structures and build new construction that is both inconsistent with the other homes in the area but likely transformative for the neighborhood.

Impact on current Foxdale residents – By granting this variance, the village will be forever changing the dynamic of Foxdale as a family oriented neighborhood with small children and converting it into a neighborhood sought by developers who will change the nature of the housing stock in the area. To date, new construction on Foxdale has been within the construct of the village’s existing ordinances with minor variance. These homes “fit” the neighborhood and are consistent with the basic framework of the existing homes. Additionally, they were built as “entry level” homes for families with small/young children with access to Winnetka’s excellent schools.

I am someone who currently lives next to a corner lot that was “developed” by a builder who removed the prior home and replaced it with new construction that sought, and received, numerous variances so that it could be built to a specification that would attract a different buyer than the other homes in the immediate area. While the design was tasteful and consistent with the area, the home has already turned over three times in twenty years. It also doesn’t meet the village’s FAR or permeable land requirements creating drainage problems for all of the adjacent homes including ours.

Once the first combination of lots occurs, it is likely to happen again in an area where a large number of the families live in older, yet renovated, homes. The family orientation and the neighborhood feel will forever be changed as will the curb appeal of these older homes when compared to larger, newer construction on larger lots. It could very well have the effect of decreasing the value of these existing homes to a level consistent with “tear downs” as opposed to a valuation afforded a single-family home. More importantly, it will change the family orientation of the neighborhood as one that welcomes small children and creates a safe environment for them to grow and socialize.

Precedent – This lot combination, if approved, will set a bad precedent for a neighborhood that still resembles the Foxdale neighborhood we moved into more than 30 years ago. The neighborhood has maintained its charm and family-first environment with limited new construction and consistent, ongoing renovation of existing structures. The petitioner in this case has ample inventory of other homes in Winnetka that could meet their expectations for square footage, amenities and other creature comforts without the need to “overhaul” the neighborhood with a home that is simply out of place. It’s not like the current residents won’t have to vacate while the new construction occurs so any thought that moving to another home in the village would be an inconvenience is unfounded. However, as with other neighborhoods in the village, once there is a precedent for this type of “conversion,” others will follow and additional requests will begin flowing in that will forever change this area of the village.

I appreciate your consideration of this email as I am unable to attend tonight’s meeting. For the reasons cited, I do believe that granting this variance and combining these lots will ultimately lead to a seismic change in the area that will eventually force existing homeowners to leave and will forever diminish the village’s declining availability of entry level family homes.

Sincerely,



Samuel S. Weiser

Foxdale Management LLC

Andrew Cripe Comments in Support of 829/833 Foxdale Lot Consolidation

- My family lived in **829 Foxdale** for **10 years** (from **2005** to **2015**).
- 829 is a **charming** home but it has **substantial plumbing, electrical, structural, mechanical challenges** (e.g., crumbling stucco, no insulation, only 1 full living space bathroom, fun-house like settling, compromised timbers in substandard addition, out of date plumbing and electric lines, etc.).
- 833 is a **mirror image twin** to 829 but **substantial investments have been** made to address the challenges at 829. **833 has a chance at longevity if the shared challenges on the two currently non-conforming lots can be cured by creating one conforming lot.**
- We recognized in **2015** that **we could not get a reasonable return on the investment needed to make 829 viable for the long term due to shared challenges on the two lots:**
 - **Lots are too small and narrow** even by R-5 standards (**7500** sq feet v **8400**; **50** foot width v. **60**)
 - **Narrow, sloping, shared** driveway presents typical shared driveway challenges but is also **dangerous**. It is **only 8 feet** wide:
 - In the event of a garage, kitchen or other fire at the back of either house, you could not get an emergency vehicle through (lacks needed 10-12 feet minimum access).
 - The narrow sloping drive is extremely hazardous for visibility; creates non-occupant accident hazard – especially for small children.
 - The **situation cannot be remedied with lots “as is”** because they are so narrow --- the homes were built right up to the driveway and there is no room on the south side of 829 or north side of 833 to create an alternative.
- **For more than 10 years, first as a ZBA member and then as a Village Trustee, I heard or reviewed the facts of every zoning variance application in the village.** This one is a **no brainer**, even if the Plan Commission did not have the benefit of all the relevant facts when it made its decision (i.e., it was not informed of the shared, narrow, sloping driveway, home condition, or substandard R-5 lot size).
- Traditionally, the Village has essentially recognized a **prima facie** showing of unique circumstances for requests that would alleviate **shared driveway** or **flag lot** conditions. Even in the best of circumstances, shared driveways can be a cause for constant tension and safety concerns. This one is intolerable for all but the most tolerant of neighbors (which the Nields were to us).
- The Nields have taken on a plan that will **save one of these two twin houses**, preserving the essential character of the street, and create a lot that is in keeping with similar lots on the same block. This will create one conforming lot from two non-conforming lots. They will eliminate serious health, safety and welfare concerns.
- The plan is 100% in keeping with the **Winnetka 2040 plan**, which recognizes the need to update, adapt and preserve older homes for the long term needs of residents, allowing them to stay in their homes:
 - **Initiative 1.12**, p. 76: *“Encourage renovation of existing homes to reduce environmental impacts of new construction and to maintain housing diversity for such segments of the community as young families and empty nesters.”*
 - **Goal 4.3**, p. 138: *“The greenest building is the one already built.” Initiatives in Pillar 1 recommend policies that support efforts to encourage the renovation of existing homes in lieu of demolishing houses and building new. Additionally, initiatives recommend ongoing review of regulations to remove potential obstacles that renovation and restoration projects may encounter.”*

From: [REDACTED]
To: [Ann Klaassen](#)
Subject: Note of support for the Niefs
Date: Monday, March 16, 2026 6:20:29 PM

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Hi Anne,

This is Christina Cripe, Andy's wife. Just forwarding another note of support for the Niefs and their consolidation.

Thank you!

Sent from my iPhone

Begin forwarded message:

From: Shannon VanTassel <[REDACTED]>
Date: March 16, 2026 at 5:28:16 PM CDT
To: Christina Cripe <[REDACTED]>
Subject: Re: From Deanna

Here are my quick thoughts...

We lived at 824 Foxdale for 4 1/2 years directly across the street from the Cripes and the Niefs. We always appreciated looking across at the two homes, mirror images of one another. Through the years, the Niefs have lovingly restored and updated their home while maintaining the historical facade and integrity of the house. In talking with Christina and Andy Cripe, my understanding is that their former home is beyond repair.

My husband and I both support the Winnetka Historical Society. We always admire, with such fondness, those who buy these old homes in our community and make the investment to fix them up. As you're well aware, some require more of an investment than others. I can appreciate the perspective of preserving the past and keeping affordable housing in Winnetka. At the same time, I implore you to take two things into consideration:

- 1) The Nied's home (that I understand will remain) is a mirror image of the Cripe's former home. We will continue to benefit from enjoying that home's historical significance.
- 2) The amount of work needed at the Cripe's former residence prices it out of range for first time home buyers in the area. The investment to get that home to an acceptable, safe, living condition is too high. Imagine being a young couple, first time home buyers, and finding out the home needs foundation repair, plumbing and electrical updates, insulation added (basically requiring the tearing out of all ceiling and external wall drywall, etc.) We are seeing significant spikes in home prices throughout the North Shore. Adding a never-

ending list of needed repairs makes this an impossible proposition.

Deanna and Steve have demonstrated their commitment to our community. While they split their time between Winnetka and Austin, Winnetka remains home to them. They want to build a home for generations to come to enjoy this community and all it has to offer. Further, they have hired Hackley & Associates Architects out of Kenilworth to draw up architectural plans to include their existing residence. Chip Hackley is known throughout the North Shore for his experience and talent in building the new that pays homage to the past history of Winnetka. Deanna and Steve understand the importance of keeping the quaintness of Foxdale and that is reflected in Chip's design.

Please approve the joining of these two lots.

Shannon Van Tassel

On Monday, March 16, 2026 at 04:53:20 PM CDT, Christina Cripe
<[REDACTED]> wrote:

Sent from my iPhone

ATTACHMENT 6

From: [REDACTED]
To: [Ann Klaassen](#)
Cc: [Planning](#)
Subject: Re: Lot consolidation at 833 and 829 Foxdale
Date: Thursday, April 16, 2026 11:33:16 AM

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Hi Ann,

I had previously written to express my concerns for the proposed lot consolidation at 833 and 829 Foxdale.

After having looked into this matter again I feel that I can live with the proposed lot consolidation and construction of the addition and here is why:

#1: I have learned that the neighbors adjacent on either side of the property are OK with the plans.

#2: While I am still concerned with the affordability issue for the village overall, I am also concerned that if the Nied's are not allowed to add on to their existing house that in the future a developer could buy the empty lot at 829 Foxdale and construct a 3000 sq ft home on that lot. That to me is a worse outcome and would not help the affordability issue and would continue to change the character of the neighborhood.

With that in mind, I respectfully submit my change of opinion and want to go on record and give my support for the project to move forward.

Thanks,

Jeff Charatz
832 Foxdale

From: [Berina Gradjan](#)
To: [REDACTED]; [ContactCouncil](#)
Cc: [Scott Manqum](#); [Ann Klaassen](#); [Hannah Lipman](#)
Subject: RE: 4/21 Village Council Meeting: 829/833 Foxdale lot consolidation
Date: Friday, April 17, 2026 10:51:50 AM

Dear Jill,

Thank you for contacting the Village of Winnetka. Your email has been shared with the Village Council.

Thank you,

Berina Gradjan
Executive Assistant/Deputy Village Clerk
Village of Winnetka
510 Green Bay Road
Winnetka, IL 60093
Telephone: (847) 716-3541

From: Jill Andrews <[REDACTED]>
Sent: Friday, April 17, 2026 9:25 AM
To: ContactCouncil <ContactCouncil@winnetka.org>
Subject: 4/21 Village Council Meeting: 829/833 Foxdale lot consolidation

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To Whom it may concern,

We live at 848 Foxdale and would like to express our support of the Nied's consolidating the current lots at 829 and 823 Foxdale Ave.

The shared driveway is a huge drawback that would be eliminated by way of this construction. In addition, it will be done with taste while keeping the existing style of Dutch Colonial and the aesthetics of our lovely street that many of us call home.

Please vote in favor of this consolidation!

Sincerely,

Jill Andrews
848 Foxdale Ave.

Jill Andrews

From: [Berina Gradjan](#)
To: [REDACTED]; [ContactCouncil](#)
Cc: [Scott Manqum](#); [Ann Klaassen](#); [Hannah Lipman](#)
Subject: RE: 4/21 Village Council Meeting: 829/833 Foxdale lot consolidation
Date: Friday, April 17, 2026 10:54:11 AM

Dear Phil,

Thank you for contacting the Village of Winnetka. Your email has been shared with the Village Council.

Thank you,

Berina Gradjan
Executive Assistant/Deputy Village Clerk
Village of Winnetka
510 Green Bay Road
Winnetka, IL 60093
Telephone: (847) 716-3541

From: Phil Atteberry <[REDACTED]>
Sent: Thursday, April 16, 2026 9:36 AM
To: ContactCouncil <ContactCouncil@winnetka.org>
Subject: re: 4/21 Village Council Meeting: 829/833 Foxdale lot consolidation

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Dear Members of the Village Council,

I am writing to express my full support for the proposed consolidation of Lots 829 and 833 on Foxdale Street, submitted by my longtime neighbors, Steve and Deanna Nied. Unfortunately, I will be traveling on April 21 and am unable to attend the special council meeting in person, so I wanted to ensure my endorsement is on record.

My family and I have lived on Foxdale since 2005. Both of my children grew up here, and now as empty nesters, my wife and I have no plans to leave. Foxdale has evolved into a close-knit and stable neighborhood—one that blends long-term residents with new families who share a deep pride in maintaining the character, space, and warmth that make our street such a special place to live.

I've known Steve and Deanna Nied for many years; they've lived on Foxdale even longer than we have. Their commitment to this community mirrors our own. The plans they've shared for the consolidation of their lots are thoughtful, modest in scale, and fully aligned with the character of the neighborhood. The design preserves generous green space and maintains the open, family-friendly feel that defines Foxdale.

Frankly, I find it disappointing that this request has generated controversy—especially from individuals who no longer live on Foxdale and do not experience its day-to-day character. The Niede are not seeking to build an oversized or out-of-place home; rather, they’re creating a well-proportioned “forever home” that reflects the look and feel of our street. Their approach stands in sharp contrast to recent speculative builds that maximize lot coverage and disrupt the aesthetic balance that longtime residents have worked hard to preserve.

In my view, approving this consolidation is both reasonable and consistent with the values of our community. It supports a family deeply rooted in Foxdale’s history and future—one that enhances, rather than detracts from, the integrity of our neighborhood.

I wholeheartedly endorse Steve and Deanna Niede’s request and urge the Council to approve their lot consolidation.

Thank you for your time and thoughtful consideration.

Regards,

Phil Atteberry

Co-Founder, Executive Vice President

BRIGHTSIDE

[224-205-7866](tel:224-205-7866)

[224-205-7868](tel:224-205-7868) (direct)



[224-205-7865](tel:224-205-7865) (fax)

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From: [Berina Gradjan](#)
To: [REDACTED]
Cc: [Scott Mangum](#); [Ann Klaassen](#); [Hannah Lipman](#)
Subject: RE: 4/21 Village Council Meeting: 829/833 Foxdale lot consolidation
Date: Friday, April 17, 2026 10:54:55 AM

Dear Kellie,

Thank you for contacting the Village of Winnetka. Your email has been shared with the Village Council.

Thank you,

Berina Gradjan
Executive Assistant/Deputy Village Clerk
Village of Winnetka
510 Green Bay Road
Winnetka, IL 60093
Telephone: (847) 716-3541

-----Original Message-----

From: Kellie Finney <[REDACTED]>
Sent: Wednesday, April 15, 2026 8:34 PM
To: ContactCouncil <ContactCouncil@winnetka.org>
Subject: 4/21 Village Council Meeting: 829/833 Foxdale lot consolidation

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I currently live on Foxdale and I support the Neids in their project to consolidate the 2 lots, move the driveway, and add an addition to their house. I think that their plan will fit it nicely with the neighborhood.

Thanks
Kellie Finney
791 Foxdale

Sent from my iPhone

From: [Berina Gradjan](#)
To: [REDACTED]; [ContactCouncil](#)
Cc: [Scott Mangum](#); [Ann Klaassen](#); [Hannah Lipman](#)
Subject: RE: Neid
Date: Friday, April 17, 2026 10:56:11 AM

Dear Jim and Jane,

Thank you for contacting the Village of Winnetka. Your email has been shared with the Village Council.

Thank you,

Berina Gradjan
Executive Assistant/Deputy Village Clerk
Village of Winnetka
510 Green Bay Road
Winnetka, IL 60093
Telephone: (847) 716-3541

-----Original Message-----

From: James McCoy [REDACTED] >
Sent: Wednesday, April 15, 2026 8:38 AM
To: ContactCouncil <ContactCouncil@winnetka.org>
Subject: Neid

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To whom it may concern,

I am writing in support of the Neid Family who wish to expand their Foxdale property and eliminate the existing shared driveway. Since we moved into our house in 2002, that shared driveway has been an issue for residents of those properties. We strongly support their desire to complete their plan.

Please feel free to reach out to us if you have additional questions, Jim and Jane McCoy, longtime residents of 739 Foxdale - [REDACTED]

Sent from my iPhone

From: [Berina Gradjan](#)
To: [REDACTED]; [ContactCouncil](#)
Cc: [REDACTED]; [Scott Mangum](#); [Ann Klaassen](#); [Hannah Lipman](#)
Subject: RE: Support for 829/833 Foxdale Lot Consolidation – April 21 Village Council Meeting
Date: Friday, April 17, 2026 12:25:34 PM

Dear Katherine and Matthew,

Thank you for contacting the Village of Winnetka. Your email has been shared with the Village Council.

Thank you,

Berina Gradjan
Executive Assistant/Deputy Village Clerk
Village of Winnetka
510 Green Bay Road
Winnetka, IL 60093
Telephone: (847) 716-3541

From: Katherine Moran [REDACTED] >
Sent: Friday, April 17, 2026 11:46 AM
To: ContactCouncil <ContactCouncil@winnetka.org>
Cc: Matthew Moran <[REDACTED]>
Subject: Support for 829/833 Foxdale Lot Consolidation – April 21 Village Council Meeting

Some people who received this message don't often get email from [REDACTED]. [Learn why this is important](#)
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Dear Members of the Winnetka Village Council,

My husband, Matthew and I, are writing in support of Steve and Deanna Nied's proposed lot consolidation at 829 and 833 Foxdale Avenue, which will be considered at your April 21st meeting. Our family lives directly across the street, and we have had the opportunity to review the Nied's plans for their proposed addition. We find them to be lovely, tasteful, and entirely in keeping with the Dutch Colonial character of their home and the broader aesthetic of our neighborhood.

Beyond the design itself, we believe this project would be a genuine improvement to Foxdale. Eliminating the shared driveway addresses a longstanding safety concern and will result in a more attractive, functional property with increased green space.

The Nields have been thoughtful and considerate neighbors, and their approach to this

project reflects that. We strongly encourage the Council to approve the lot consolidation and allow the Niede to move forward with their plans. This is exactly the kind of thoughtful, neighborhood-sensitive development Winnetka should welcome. Thank you for your time and consideration. Sincerely,

Matthew and Katherine Moran

Katherine Moran



From: [Berina Gradjan](#)
To: [REDACTED]; [ContactCouncil](#)
Cc: [Scott Manqum](#); [Ann Klaassen](#); [Hannah Lipman](#)
Subject: RE: Foxdale construction
Date: Monday, April 20, 2026 1:58:55 PM

Dear Joe,

Thank you for contacting the Village of Winnetka. Your email has been shared with the Village Council.

Thank you,

Berina Gradjan
Executive Assistant/Deputy Village Clerk
Village of Winnetka
510 Green Bay Road
Winnetka, IL 60093
Telephone: (847) 716-3541

From: Joe Johnson [REDACTED] >
Sent: Monday, April 20, 2026 1:10 PM
To: ContactCouncil <ContactCouncil@winnetka.org>
Subject: Foxdale construction

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To the board,

I have looked further into the construction project and would like to retract my objection.

I have spoken to the owners and got a clearer understanding.

Yours truly

Joe Johnson

--

Joe Johnson
776 Greenbay road
Winnetka, Ill
[REDACTED]

From: [Berina Gradjan](#)
To: [REDACTED]; [ContactCouncil](#)
Cc: [REDACTED]; [Scott Manqum](#); [Ann Klaassen](#); [Hannah Lipman](#)
Subject: RE: Support for Lot Consolidation Request – 829 & 833 Foxdale
Date: Monday, April 20, 2026 2:00:40 PM

Dear Sarah,

Thank you for contacting the Village of Winnetka. Your email has been shared with the Village Council.

Thank you,

Berina Gradjan
Executive Assistant/Deputy Village Clerk
Village of Winnetka
510 Green Bay Road
Winnetka, IL 60093
Telephone: (847) 716-3541

From: Sarah Root <[REDACTED]>
Sent: Monday, April 20, 2026 10:59 AM
To: ContactCouncil <ContactCouncil@winnetka.org>
Cc: Deanna Nied [REDACTED] >
Subject: Support for Lot Consolidation Request – 829 & 833 Foxdale

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Dear Village Council Members,

I am writing regarding the agenda item for the Tuesday, April 21st Village Council Meeting at 7:00 PM concerning the proposed consolidation of the properties at 829 and 833 Foxdale.

I have spoken with a neighbor and friend who is familiar with this situation, and I am in full support of this request. Based on what I understand, this proposal presents a practical and thoughtful solution to an existing issue on the block.

The removal of the home at 829 Foxdale has already been approved and completed, and the current request to combine the two lots and build an addition would eliminate the shared driveway—the only one on Foxdale. Shared driveways can create unnecessary complications and safety concerns, so resolving this situation would be a clear improvement for the property and the surrounding neighborhood.

While I understand the Planning Commission vote was narrowly opposed, this decision represents an important opportunity to address an undesirable arrangement and support a plan that allows the property to function more effectively long-term.

From what has been shared, the proposed addition is appropriately scaled and designed to complement the existing Dutch Colonial style of the home. Relocating the driveway to the south side would also improve the layout of the property while preserving green space and maintaining the character of the area.

Additionally, it seems likely that if this property had been sold to a developer instead, a significantly larger new home—up to the village’s maximum allowable size—could have been constructed, potentially without resolving the shared driveway issue. Developments of that kind often do not reflect the architectural character that defines this neighborhood.

For these reasons, I respectfully encourage the Village Council to approve the lot consolidation request. I truly believe it preserves the integrity of our community here on Foxdale.

Thank you for your time and consideration.

Sincerely,
Sarah Root

714 Foxdale Avenue

From: [REDACTED]
To: [Ann Klaassen](#)
Cc: [Planning](#)
Subject: Re: Case 25-29-SD, Lot Consolidation on Foxdale
Date: Monday, April 20, 2026 3:57:23 PM

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Hi Ann,

I am no longer in opposition of this proposed lot consolidation since the two homes involved share a driveway and I believe that such a deficiency should be heavily weighted when consolidating two small lots in Winnetka.

Thank you,

Colin

Colin Cross
[REDACTED]

> On Mar 16, 2026, at 3:23 PM, Ann Klaassen <AKlaassen@winnetka.org> wrote:

>

> Colin - Thank you for your email; we will be sure to share it with the Zoning Board of Appeals.

>

> Best regards,

>

> Ann Klaassen

> Assistant Director | Village of Winnetka Community Development

> 510 Green Bay Road - Winnetka, IL 60093

> 847.716.3525

>

> -----Original Message-----

> From: Colin Cross <[REDACTED]>

> Sent: Monday, March 16, 2026 12:16 PM

> To: Planning <Planning@winnetka.org>

> Subject: Case 25-29-SD, Lot Consolidation on Foxdale

>

> [Some people who received this message don't often get email from [REDACTED]. Learn why this is important at <https://aka.ms/LearnAboutSenderIdentification>]

>

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>

>

> Dear Zoning Board Members:

>


> I am a long time resident of Foxdale Avenue and recently sold my home at 821 Foxdale Avenue to my daughter and her husband. They have two children, ages 5 and 3. They could afford this home because it is much less expensive than many other homes in Winnetka.

>

> I currently reside at 828 Bell Lane, Winnetka, but had owned my home on Foxdale from 1989-2025.

>

> Foxdale is a close knit community, largely due to the smaller, 50-foot-wide lots.

>
> I am opposed to the proposed combination of two 50' lots into one 100' lot for the following three reasons:
>
> 1. It reduces the stock of affordable homes in Winnetka; 2. It changes the unique nature of the "Foxdale
Community", arguably one of the best and most welcoming neighborhood in Winnetka; and, 3. It is the thin end of
the wedge and will lead to more lot consolidations on Foxdale and other R5-zoned streets, resulting in fewer
affordable homes.
>
> Please vote No on the proposed lot consolidation.
>
> Sincerely,
>
> Colin Cross
> 

From: [Berina Gradjan](#)
To: [REDACTED]; [ContactCouncil](#)
Cc: [Scott Manqum](#); [Ann Klaassen](#); [Hannah Lipman](#)
Subject: RE: 829-833 Foxdale
Date: Tuesday, April 21, 2026 12:17:01 PM

Dear Sheilah,

Thank you for contacting the Village of Winnetka. Your email has been shared with the Village Council.

Thank you,

Berina Gradjan
Executive Assistant/Deputy Village Clerk
Village of Winnetka
510 Green Bay Road
Winnetka, IL 60093
Telephone: (847) 716-3541

From: sheilah johnson <[REDACTED]>
Sent: Monday, April 20, 2026 6:05 PM
To: ContactCouncil <ContactCouncil@winnetka.org>
Subject: 829-833 Foxdale

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I am writing to express my support for the proposed joining of these two lots. The proposed project is beautiful, and in keeping with the neighborhood. The addition of 1800sf is less than what could have been built on the lot.

The council's concern that this would set off a rash of teardowns to combine two lots can be avoided. I understand this review is impacted by the Winnetka 2040 plan.

Could the concern that this project might lead to a rash of similar requests be alleviated by determining that it is specifically the narrow width of this shared driveway as the reason this specific variance is approved?

There are very few shared driveways remaining in Winnetka, and the narrow width of this specific driveway is highly undesirable, fortunately the neighbors sharing this driveway have been respectful and accommodating towards each other. They were fortunate, I imagine originally it was a means of getting a larger footprint for these properties when built.

I recently had a conversation with both the owners and a former neighbor who is opposed. As expected, it was a delightfully civil conversation though I was surprised they had not met before our conversation on the sidewalk in front of the properties. It is inconceivable to me that this project, if approved, would have a negative impact on the quality and charm of the neighborhood.

I look forward to hearing the council's affordability argument as it relates to homes on Foxdale and in Winnetka in general. I hope we all can support a homeowner's ability to realize an appreciation of their home value. The existing home, 829, was in need of major repairs and most likely would have been a tear down and rebuilt as a 3000-sf spec home- I think recent new construction homes on the block have sold in the \$1.2- \$1.6k range. I am curious as to how the 2040 Plan will achieve affordability for first time homeowners in Winnetka.

Respectfully,
Sheilah Johnson

From: [Berina Gradjan](#)
To: [David Kasprisin](#); [ContactCouncil](#)
Cc: [Scott Mangum](#); [Ann Klaassen](#); [Hannah Lipman](#)
Subject: RE: 4/21 Village Council Meeting: 829/833 Foxdale lot consolidation
Date: Tuesday, April 21, 2026 12:16:05 PM
Attachments: [image001.png](#)
[image010.png](#)
[image011.png](#)
[image012.png](#)
[image013.png](#)
[image014.png](#)
[image015.png](#)
[image002.png](#)

Dear David,

Thank you for contacting the Village of Winnetka. Your email has been shared with the Village Council.

Thank you,

Berina Gradjan
Executive Assistant/Deputy Village Clerk
Village of Winnetka
510 Green Bay Road
Winnetka, IL 60093
Telephone: (847) 716-3541

From: David Kasprisin <DKasprisin@wintrustmortgage.com>
Sent: Tuesday, April 21, 2026 9:54 AM
To: ContactCouncil <ContactCouncil@winnetka.org>
Subject: 4/21 Village Council Meeting: 829/833 Foxdale lot consolidation

Some people who received this message don't often get email from dkasprisin@wintrustmortgage.com. [Learn why this is important](#)

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I am a neighbor to the north of this proposed project. I live at 861 Foxdale Ave since 2019 and I would be very pleased to see this beautiful project move forward. It will keep the feel and warmth of our street by blending in seamlessly with the other homes that surround it. I look forward to seeing the project completed.

DAVID KASPRISIN –Branch Manager

NMLS #: 559781

70 W Hubbard St, Chicago, IL 60654

Direct: 312-208-4648 |

DKasprisin@wintrustmortgage.com | wintrustmortgage.com/team/lo-dkasprisin

[START THE PROCESS](#)

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WINTRUST
MORTGAGE



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From: [Berina Gradjan](#)
To: [REDACTED]; [ContactCouncil](#)
Cc: [Scott Manqum](#); [Ann Klaassen](#); [Hannah Lipman](#)
Subject: RE: 829/833 Consolidation
Date: Tuesday, April 21, 2026 5:50:05 PM

Dear Emily,

Thank you for contacting the Village of Winnetka. Your email has been shared with the Village Council.

Thank you,

Berina Gradjan
Executive Assistant/Deputy Village Clerk
Village of Winnetka
510 Green Bay Road
Winnetka, IL 60093
Telephone: (847) 716-3541

From: Emily Baillos <[REDACTED]>
Sent: Tuesday, April 21, 2026 3:18 PM
To: ContactCouncil <ContactCouncil@winnetka.org>
Subject: 829/833 Consolidation

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To Whom it may Concern,

My name is Emily Baillos and I have lived at and owner of 795 Foxdale for over 25 years. I am in favor of Steve and Deanna Nied's lot consolidation of 829/833 Foxdale. I appreciate they are making the lots safer (no more shared driveway) and keeping the design of the addition within the Dutch colonial design.

I have seen a lot of turn over with houses on Foxdale in my 25 plus years of living here. Some houses definitely needed to be torn down, but very large homes, not in keeping with current design on Foxdale, were built in their place. If you do not approve the Nied's lot consolidation, they will have to keep the shared driveway and I am afraid a builder will come and build a LARGE home on a small lot. In today's standards, the village would never approve a shared driveway with a large home.

Please approve the consolidation of lots 829/833 Foxdale.

Sincerely,

Emily Baillos
795 Foxdale

From: [Berina Gradjan](#)
To: [REDACTED]; [ContactCouncil](#)
Cc: [REDACTED]; [Scott Mangum](#); [Ann Klaassen](#); [Hannah Lipman](#)
Subject: RE: 4/21 Village Council Meeting for 829/833 Foxdale Lot Consolidation
Date: Tuesday, April 21, 2026 5:49:39 PM

Dear Michele,

Thank you for contacting the Village of Winnetka. Your email has been shared with the Village Council.

Thank you,

Berina Gradjan
Executive Assistant/Deputy Village Clerk
Village of Winnetka
510 Green Bay Road
Winnetka, IL 60093
Telephone: (847) 716-3541

From: Michele Giczewski [REDACTED] >
Sent: Tuesday, April 21, 2026 5:26 PM
To: ContactCouncil <ContactCouncil@winnetka.org>
Cc: Deanna Nied <[REDACTED]> >
Subject: re: 4/21 Village Council Meeting for 829/833 Foxdale Lot Consolidation

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Village Council:

This letter represents my full support for the proposed consolidation of the 829 and 833 Foxdale lots.

In my view, the Nied family has thoughtfully addressed the priorities that matter most to our village. Their proposal preserves the integrity of their beautiful Dutch home, incorporates solar energy, and eliminates an outdated and unsafe shared driveway. It reflects careful, long-term planning that benefits both their property and the surrounding neighborhood.

Last year, we received a letter from a former resident of our home at 760 Foxdale, an 85 year old retired professor now living in Washington state. Although he lived here only a few years, during that time his family made the decision to purchase the adjacent lot, expanding the property to one and a half lots. Over the years, our home has seen multiple additions, yet it has remained cohesive and true to its character.

That decision, made decades ago, continues to benefit our home today. It is a meaningful reminder that thoughtful planning can have a lasting positive impact

across generations.

I believe the Nied family's proposal reflects that same spirit of foresight and stewardship. I respectfully urge the Council to support this well considered and thoughtful plan.

Regards,

Michele Giczewski / 760 Foxdale Avenue

--

Michele M. Giczewski

e: [REDACTED]

m: [REDACTED]

t: [REDACTED]



Agenda Item Executive Summary

TITLE: Resolution No. R-42-2026: Approving Reimbursement to the Village of Kenilworth for Green Bay Road Streetscape Design Services for Phase I Engineering Study (Adoption)

PRESENTER: James Bernahl

AGENDA DATE: May 5, 2026

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

On August 1, 2023, 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 (Adoption)

December 2, 2025, the Village Council reviewed the streetscape design concepts presented by Teska Associates, Inc. The information presented included the general vision of the streetscape improvement with alternative options.

EXECUTIVE SUMMARY:

As part of a joint Streetscape and Business District Revitalization initiative, the Villages of Winnetka and Kenilworth are working collaboratively to advance a shared vision for the Green Bay Road corridor. This effort reflects a mutual commitment to enhancing the functionality, aesthetics, and long-term vitality of this important community asset. To build upon the conceptual design previously presented to both Village Councils, staff are recommending initiation of the Phase I preliminary engineering process.

Both communities have formally reviewed the conceptual corridor designs, which were developed with the professional expertise of Teska Associates, Inc. and Ciorba Group—firms with demonstrated experience in delivering successful streetscape improvements in Winnetka and comparable communities. At the December 2, 2025, Village Council Study Session, the Council considered the proposed streetscape vision and associated design alternatives, establishing a foundation for continued refinement.

Given the jurisdictional and operational considerations along this corridor, ongoing coordination with the Village of Kenilworth and the Illinois Department of Transportation (IDOT) will be essential. A completed Phase I report will not only guide future design and implementation but also support coordinated discussions with IDOT regarding potential jurisdictional transfer opportunities.

Recognizing the importance of continuity and institutional knowledge, both villages have agreed to

engage Ciorba Group who contributed to the original concept development to lead the Phase I study. The scope of services includes:

Project coordination, stakeholder meetings, and data collection
Surveying services
Water resources evaluation
Roadway lighting feasibility analysis
Engineering studies (environmental, geometric, safety, project development report, and public engagement)
Quantity calculations and cost estimates
Funding strategy support
Quality assurance and quality control
Project management and administration
Preliminary streetscape design (in collaboration with Teska Associates, Inc.)
Geotechnical engineering (by Soil and Material Consultants, Inc.)

Completion of this work will enable both communities to align on a refined, implementable design that supports long-term corridor improvements. The study is anticipated to span fiscal years 2026 and 2027. Funding for Winnetka's portion is partially allocated within the approved FY2026 Business District Revitalization Fund (Account 420.15.01-650), with the remaining balance proposed for inclusion in the FY2027 budget.

Staff have evaluated Ciorba Group's proposal based on their technical qualifications, familiarity with the corridor, and proven track record in similar projects. Based on this review, staff are confident in their ability to deliver a comprehensive and high-quality Phase I study that advances the shared goals of both communities.

The total proposed fee for the study is not to exceed \$432,000. Expenses will be allocated between the villages, with Winnetka responsible for 30 percent of the total cost. On April 20th, the Village of Kenilworth approved a resolution authorizing a bid waiver and execution of a professional services agreement with Ciorba Group for the Green Bay Road Design Services for Phase 1 Engineering Study (See Attachment 2).

Accordingly, staff recommend that the Village Council consider adoption of Resolution R-42-2026 approving a reimbursement to the Village of Kenilworth for engineering services related to the Green Bay Road Streetscape with Winnetka's share not to exceed \$129,600 over FY2026 and FY2027.

RECOMMENDATION:

Consider adopting Resolution R-42-2026 approving Reimbursement to the Village of Kenilworth for Green Bay Road Streetscape Design Services for Phase I Engineering Study (Adoption).

ATTACHMENTS:

1. Attachment 1: Resolution No. R-42-2026: Approving Kenilworth Reimbursement Regarding Green Bay Road Streetscape for Phase 1 Engineering Study
2. Attachment 2: Kenilworth Resolution Authorizing Ciorba Group Phase I Engineering

ATTACHMENT 1

RESOLUTION NO. R-42-2026

A RESOLUTION APPROVING REIMBURSEMENT TO THE VILLAGE OF KENILWORTH FOR ENGINEERING STUDY SERVICES FOR THE GREEN BAY ROAD STREETScape CONCEPT PLAN

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

WHEREAS, Article VII, Section 10 of the Constitution of the State of Illinois, and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, authorizes and encourages intergovernmental cooperation; and

WHEREAS, the Village and Village of Kenilworth (“*Kenilworth*”) desire to cooperate and coordinate to improve the streetscape along the southern portion of Green Bay Road in the Village and the portion of Green Bay Road in Kenilworth (“*Project*”); and

WHEREAS, Kenilworth has retained the Ciorba Group to conduct a Phase 1 Engineering Study related to the Project (“*Services*”) in an amount of \$432,000.00, pursuant to a professional services agreement approve by the Kenilworth Village Board; and

WHEREAS, the Village desires to reimburse Kenilworth for the portion of the Services related to that part of the Project located in the Village in an amount of \$129,600.00 (“*Reimbursement*”); and

WHEREAS, the Village Council has determined that it is in the best interest of the Village and its residents to approve the Reimbursement to Kenilworth;

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

SECTION 2: APPROVAL OF REIMBURSEMET. The Village Council approves the Reimbursement to Kenilworth for the Services in an amount of \$129,600.00.

SECTION 3: AUTHORIZATION TO EXECUTE DOCUMENTS. The Village Council authorizes and directs the Village President and the Village Clerk to execute and attest, respectively, on behalf of the Village, any documents necessary to make the Reimbursement in accordance with Section 2 of this Resolution.

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

[SIGNATURE PAGE FOLLOWS]

ADOPTED this 5 day of May , 2026, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

Signed

Village President

Countersigned:

Village Clerk



Request for Board Action

Agenda Item: V.B.5

Considered By:

Date:

Village Board 04/20/16

Public Works Committee 03/19/26

Staff Contact: Kathy Thake, Administration
Heather McFarland, Administration

Village Board 01/26/26

(Staff presentation)

Village Board 11/17/25

(Ciorba presentation)

Subject: Resolution Authorizing a Bid Waiver and Execution of a Professional Services Agreement with the Ciorba Group of Chicago, Illinois for Green Bay Road Design Services for Phase I Engineering Study in the Amount not to Exceed of \$432,000

Summary:

One of the goals in the FY26 Budget is to continue forward with the Green Bay Road Enhancement Project with a Phase I Engineering Study. Based upon the completion of the conceptual design, it is recommended that the Village engage Ciorba Group to complete Phase I Engineering, thereby requesting a bid waiver to ensure cost savings.

Background of Matter:

The Village has been assessing community goals and opportunities for improvement for the Green Bay Road corridor for close to twenty years. This has encompassed comprehensive plans, design guidelines, corridor plans, and community workgroups. Early in the evaluation process, the desire to reconfigure Green Bay Road to improve safety, review parking, and revitalize the corridor emerged as a prominent theme.

In late 2025, and in preparation of FY26 budget goals, it was evident the Green Bay Road Enhancement Project would need to move forward with a Phase I Engineering Study to continue making progress on the streetscape and alignment concepts, bringing it closer to reality. After the January 26, 2026 Village Board Project presentation, staff was directed to rank project priorities in advance of proceeding with the Phase I study. The Public Works Committee discussed the survey data and priorities on March 19; a consensus was reached that the priorities used to lead discussions on the five geometric studies would be as follows:

1. Aesthetics/Beautification
2. Accessibility (walkability, gathering spaces, accommodation for bike and stroller parking)
3. Safety (illumination, traffic control/crosswalks)
4. Parking

The agenda item before the Village Board for consideration is the Bid Waiver and Professional Services Agreement with the Ciorba Group of Chicago, Illinois for Green Bay Road Design Services for Phase I Engineering Study in the Amount not to Exceed of \$432,000.

The purpose of the Phase I Engineering study is to further explore the preferred roadway and streetscape plan from Kenilworth Avenue to Winnetka Avenue in accordance with IDOT design criteria. Since the work would encompass the villages of Kenilworth and Winnetka, both communities would be engaged during the process and share costs.

The Phase I Engineering report is a required step to proceed to Phase II (design engineering) and roadway construction. This, and the fact that the roadway is owned and maintained by the Illinois Department of Transportation. A detailed description of the proposed services, which include several coordination meetings, public meetings, and five possible geometric studies, is included in the Ciorba Scope of Work as an exhibit to the Professional Services Agreement:

1. Road Diet with diagonal parking on west side (with access lane & median), sidewalk on east and west side, and parallel parking on east side.
2. Road Diet with diagonal parking on west side (with access lane & median), sidewalk on west side only, parallel parking on east side.
3. Road Diet with diagonal parking on west side (no median), sidewalk on west or both sides, parallel parking on east side.
4. Road Diet with parallel parking on both sides, sidewalk on west only or both sides (Sidewalk width will be larger if placed on west side only).
5. Road Diet with parallel parking on both sides, bike lanes, sidewalk on west or both sides (Sidewalk width will be larger if placed on west side only).

Bid Waiver – Section 3 of Purchasing Manual

Due to Ciorba Group's familiarity with the project and successful delivery of the conceptual design, staff are seeking a waiver of typical bid requirements for the Professional Services Agreement for Green Bay Road Design Services for Phase I Engineering Study in the Amount not to Exceed of \$432,000. There are a number of reasons the proposal from the Ciorba Group was identified as preferred. They include:

- Experience working on the Winnetka streetscape enhancement project;
- Proposed partnership with Teska Associates, who also worked on the streetscape project;
- Experience with Kenilworth working on several projects, including Green Streets and the Green Bay Road Conceptual Design;
- Experience with grant applications and navigating the complex process of State funding; and
- Cost savings based on project knowledge.

For these reasons, the village managers of both communities recommend a bid waiver to enter into a professional services agreement with the Ciorba Group. Doing so will allow the Project to continue moving forward without delays.

As written, the Village of Kenilworth would engage the Ciorba Group. However, Winnetka representatives would be participating as desired at all stages. If the agreement is authorized by the Village Board, a kickoff meeting would commence as soon as late April or early May. The Village of Winnetka will consider the proposal and reimbursement resolution on May 5.

Supplemental Background – Green Bay Road Efforts

Green Bay Road Enhancement Project

In 2023, the villages of Kenilworth and Winnetka entered into a joint agreement with Ciorba Group to initiate a study of Green Bay Road between Kenilworth Avenue and Winnetka Avenue. The purpose of the study was to explore the feasibility and desirability of roadway reconfiguration concepts and identify streetscape enhancements. Staff from both communities worked with Ciorba to develop potential concepts inspired by the Green Bay Road Conceptual Transportation and Streetscape Plan to share with residents. In 2024, several open houses were held to gather public input on potential streetscape and alignment concepts for Green Bay Road.

Green Bay Road Visioning Process

In 2021, the Green Bay Road Strategic Vision Committee was assembled to evaluate whether the vision developed as part of the 2008 Comprehensive Plan remained relevant to the business corridor. The Committee’s review process included focus group meetings, public forums, and stakeholder surveys. During the visioning process, several commenters raised concerns related to traffic speed and pedestrian safety along Green Bay Road. Notably, they believed this to be the biggest impediment to development and suggested a lane reduction to slow traffic, additional parking, new pedestrian crossings, and larger sidewalks.

Given these concerns, in addition to the renewed interest in the business district and desire to create a pedestrian-friendly area, a review of the configuration of Green Bay Road within the business district was identified as a primary goal of the Village Board in 2023.

Green Bay Road Conceptual Transportation and Streetscape Plan

One of the first steps in the comprehensive evaluation of the corridor was to plan and design for better multi-modal transportation. The analysis, which began in 2012, was led by the Plan Commission and included representatives from Sears School, the Park District, PACE, METRA, Union Pacific, and IDOT, with consulting support from Houseal Lavigne (planning), Gewalt Hamilton (traffic engineering), Active Transportation Alliance (transit specialists), and Altamanu (urban planning). Following diligent work by all parties to gather stakeholder feedback through surveys and workshops, the [Green Bay Road Conceptual Transportation and Streetscape Plan](#) was delivered to the Village Board in October 2013.

Several of the recommended changes have since been implemented:

- Reconfigured parking on Richmond Road, east of the Metra station;
- Reconfigured Metra drop-off area;
- Realigned Sterling Road intersection;
- New development opportunity at 604 Green Bay Road; and
- Shortened pedestrian crossing at Kenilworth Avenue / Richmond Road intersection.

Among the recommendations was a suggestion to reconfigure Green Bay Road to incorporate diagonal parking and reduce the drive lanes from four to two. The intent was to meet community interest in maintaining traffic flow, creating a more vibrant commercial area, and to establish a distinct community character.

Policy:

Village Board approval is required to engage in non-emergency agreements in excess of \$20,000. Additionally, the Village Purchasing Manual guides the process for the purchase of materials in excess of \$20,000. Section 1 General Provisions of the Kenilworth Purchasing Manual provides an exception to the Formal Bidding process when professional services are sought as well as Section 3 provides for a bid waiver in connection with these services.

Financial Impact:

The proposal from Ciorba is for an amount not to exceed \$432,000. The Village of Winnetka has tentatively agreed to pay 30% (\$129,600), leaving \$302,400 in Village expenses. The study area is approximately 70% in Kenilworth and 30% in Winnetka. The FY26 TIF fund included \$375,000 in projected expenditures for the project.

Total Contract Amount	\$432,000
Total Kenilworth Portion	\$302,400

Budget Amount (FY26)	\$375,000
Variance:	\$72,600 – On Budget
GL Number:	TIF Fund: 14-100-5322

Recommendation:

The Public Works Committee recommends approval of this item by the Village Board.

Attachments:

Resolution
Professional Service Agreement – Ciorba
Scope of Services

**VILLAGE OF KENILWORTH
RESOLUTION NO. 2026-xx**

RESOLUTION AUTHORIZING A BID WAIVER AND EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH THE CIORBA GROUP OF CHICAGO, ILLINOIS FOR GREEN BAY ROAD DESIGN SERVICES FOR PHASE I ENGINEERING STUDY IN THE AMOUNT NOT TO EXCEED OF \$432,000

WHEREAS, the Village of Kenilworth ("Village") is a non-home rule municipality located in Cook County, Illinois; and

WHEREAS, in 2023, the villages of Kenilworth and Winnetka entered into a joint agreement with Ciorba Group to initiate a study of Green Bay Road between Kenilworth and Winnetka avenues. The purpose of the study was to explore the feasibility and desirability of roadway reconfiguration concepts and identify streetscape enhancements. Over the past year, staff from both communities have been working with Ciorba to develop potential concepts to share with residents; and

WHEREAS, in 2024, several open houses were held to gather public input on potential streetscape and alignment concepts for Green Bay Road, and Ciorba has utilized that feedback to further refine the concepts; and

WHEREAS, Fiscal Year 2026 budget goals outlined the continuation of moving forward with the Green Bay Road Enhancement Project with a Phase I Engineering Study ("Services"); and

WHEREAS, Ciorba's familiarity with the project and successful delivery of the conceptual design, a bid waiver is sought pursuant to Section 3 of Purchasing Manual; and

WHEREAS, the Village determined the proposal from the Ciorba Group of Chicago ("Ciorba"), Illinois to best meet the needed Services; and

WHEREAS, the Ciorba proposed providing the Services for an amount not to exceed \$432,000; and

WHEREAS, The Village and the Ciorba desire to enter into a professional services agreement for the Services (**Exhibit A**); and,

WHEREAS, the Board of Trustees finds that it is in the best interest of the Village and its residents to contract the Services from the Ciorba Group; and,

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Kenilworth, Cook County, Illinois, as follows:

Section 1. Recitals. The foregoing recitals are incorporated in and made a part of this Resolution by this reference.

Section 2. Approval. The Agreement with Ciorba Group is hereby approved in a form substantially similar to that provided in Exhibit A.

Section 3. Execution. The Village Manager is hereby authorized and directed to execute, on behalf of the Village, the Agreement with Ciorba Group. If an executed copy of the agreement is not signed by both parties within 60 days after the effective date of this Resolution, then the Village has the right but not the obligation to cancel the agreement without further obligation.

Passed this 20th day of April, 2026.

AYES:

NAYS:

ABSENT:

ABSTAIN:

Village President

Attest:

Village Clerk

Exhibit A

Professional Services Agreement

**VILLAGE OF KENILWORTH
PROFESSIONAL SERVICES AGREEMENT
FOR PHASE I ENGINEERING SERVICES**

THIS AGREEMENT is dated as of the ____ day of April, 2026 (“**Agreement**”) and is by and between the **VILLAGE OF KENILWORTH**, an Illinois municipal corporation (“**Village**”) and the Consultant identified in Subsection 1A below.

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

SECTION 1. CONSULTANT.

A. Engagement of Consultant. The Village desires to engage the Consultant identified below to provide all necessary professional consulting services and to perform the work in connection with the project identified below:

Ciorba Group, Inc. (“**Consultant**”)
8725 W. Higgins Rd., Suite 600
Chicago, IL 60031
Telephone: 773-775-4009
Email: dolaughlin@ciorba.com

B. Project Description. The Consultant will complete a Phase I Engineering study and develop a preferred preliminary roadway and streetscape plan for Green Bay Road from Kenilworth Avenue to Winnetka Ave. The Village of Kenilworth plans to collaborate with the Village of Winnetka in connection with the work. However, the Consultant shall report solely to the Village of Kenilworth. The engineering services are more fully set forth in Exhibit A.

C. Representations of Consultant. The Consultant has submitted to the Village a description of the services to be provided by the Consultant, a copy of which is attached as Exhibit A to this Agreement (“**Services**”). The Consultant represents that it is financially solvent, has the necessary financial resources, and is sufficiently experienced and competent to perform and complete the professional consulting services set forth in Exhibit A in a manner consistent with the standards of professional practice by recognized consulting firms providing services of a similar nature.

D. Agreement Amount. The total amount billed by the Consultant for the Services under this Agreement shall not exceed \$431,410.10, as outlined in Exhibit A, including reimbursable expenses, unless amended pursuant to Subsection 8A of this Agreement.

SECTION 2. SCOPE OF SERVICES.

A. Retention of the Consultant. The Village retains the Consultant to perform, and the Consultant agrees to perform, the Services.

B. Services. The Consultant shall provide the Services pursuant to the terms and conditions of this Agreement.

C. Commencement: Time of Performance. The Consultant shall commence the Services immediately upon receipt of written notice from the Village that this Agreement has been fully executed by the Parties (the “**Commencement Date**”). The Consultant shall diligently and

continuously prosecute the Services until the completion of the Work, but in no event later than 18 months from the start of the project ("**Time of Performance**").

D. Reporting. The Consultant shall regularly report to the Village Manager, or his designee, regarding the progress of the Services during the term of this Agreement.

E. Delays. The Consultant is not responsible for damages arising directly or indirectly from any delays for causes beyond the Consultant's reasonable control and reasonable ability to remedy. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions that are abnormal considering the time of year and location where the Services are being rendered; other natural disasters or acts of God; fires, riots, epidemics, pandemics, war or other emergencies; failure of any government agency to act in a timely manner; failure of performance by the Village or its contractors or consultants;; or discovery of any hazardous substances or differing site conditions.

SECTION 3. COMPENSATION AND METHOD OF PAYMENT.

A. Agreement Amount. The total amount billed for the Proposal during the term of this Agreement shall not exceed the amount identified as the Agreement Amount in Subsection 1D of this Agreement, without the prior express written authorization of the Village.

B. Invoices and Payment. The Consultant shall be paid as provided in Exhibit A. The Consultant shall submit invoices to the Village in an approved format for those portions of the Services performed and completed by the Consultant. The amount billed in any such invoice shall be based on the method of payment set forth in Exhibit A. The Village shall pay to the Consultant the amount billed within 45 days after its receipt and approval of such an invoice.

C. Records. The Consultant shall maintain records showing actual time devoted and costs incurred, and shall permit the authorized representative of the Village to inspect and audit all data and records of the Consultant for work done under the Agreement. The records shall be made available to the Village at reasonable times during the Agreement period, and for three years after the termination of the Agreement.

D. Claim In Addition To Agreement Amount. If the Consultant wishes to make a claim for additional compensation as a result of action taken by the Village, the Consultant shall provide written notice to the Village of such claim within 7 days after discovering such action as provided by Subsection 8D of this Agreement, and no claim for additional compensation shall be valid unless made in accordance with this Subsection. Any changes in the Agreement Amount shall be valid only upon written amendment pursuant to Subsection 8A of this Agreement. Regardless of the decision of the Village relative to a claim submitted by the Consultant, the Consultant shall proceed with all of the Services required to complete the Services under this Agreement as determined by the Village without interruption.

E. Taxes, Benefits and Royalties. The Agreement Amount includes all applicable federal, state, and local taxes of every kind and nature applicable to the Services as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or similar benefits and all costs, royalties and fees arising from the use on, or the incorporation into, the Services, of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes, or inventions. All claim or right to claim additional compensation by reason of the payment of any such tax, contribution, premium, costs, royalties, or fees is hereby waived and released by Consultant.

F. **Final Acceptance.** The Services, or, if the Services are to be performed in separate phases, each phase of the Services, shall be considered complete on the date of final written acceptance by the Village of the Services or each phase of the Services, as the case may be, which acceptance shall not be unreasonably withheld or delayed.

SECTION 4. PERSONNEL: SUBCONTRACTORS.

A. **Key Project Personnel.** The Key Project Personnel identified in Exhibit A shall be primarily responsible for carrying out the Services on behalf of the Consultant. The Key Project Personnel shall not be changed without the Village's prior written approval, which shall not be unreasonably withheld.

B. **Availability of Personnel.** The Consultant shall provide all personnel necessary to complete the Services including, without limitation, any Key Project Personnel identified in this Agreement. The Consultant shall notify the Village as soon as practicable prior to terminating the employment of, reassigning, or receiving notice of the resignation of, any Key Project Personnel. The Consultant shall have no claim for damages and shall not bill the Village for additional time and materials charges as the result of any portion of the Services which must be duplicated or redone due to such termination or for any delay or extension of the Time of Performance as a result of any such termination, reassigning, or resignation.

C. **Approval and Use of Subcontractors.** The Consultant shall perform the Services with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved by the Village in writing. All subcontractors and subcontracts used by the Consultant shall be acceptable to, and approved in advance by, the Village. The Village's approval of any subcontractor or subcontract shall not relieve the Consultant of full responsibility and liability for the provision, performance, and completion of the Services as required by the Agreement. All Services performed under any subcontract shall be subject to all of the provisions of this Agreement in the same manner as if performed by employees of the Consultant. For purposes of this Agreement, the term "Consultant" shall be deemed also to refer to all subcontractors of the Consultant, and every subcontract shall include a provision binding the subcontractor to all provisions of this Agreement.

D. **Removal of Personnel and Subcontractors.** If any personnel or subcontractor fails to perform the Services in a manner satisfactory to the Village, the Consultant shall promptly upon notice from the Village remove and replace such personnel or subcontractor. The Consultant shall have no claim for damages, for compensation in excess of the amount contained in this Agreement or for a delay or extension of the Time of Performance as a result of any such removal or replacement.

SECTION 5. CONFIDENTIAL INFORMATION.

A. **Confidential Information.** The term "***Confidential Information***" shall mean information in the possession or under the control of the Village relating to the technical, business or corporate affairs of the Village; Village property; user information, including, without limitation, any information pertaining to usage of the Village's computer system, including and without limitation, any information obtained from server logs or other records of electronic or machine readable form; and the existence of, and terms and conditions of, this Agreement. Village Confidential Information shall not include information that can be demonstrated: (i) to have been rightfully in the possession of the Consultant from a source other than the Village prior to the time of disclosure of said information to the Consultant under this Agreement ("***Time of Disclosure***"); to have been in the public domain prior to the Time of Disclosure; (iii) to have become part of the public domain after the Time of Disclosure by a publication or by any other means except an unauthorized act

or omission or breach of this Agreement on the part of the Consultant or the Village; or (iv) to have been supplied to the Consultant after the Time of Disclosure without restriction by a third party who is under no obligation to the Village to maintain such information in confidence.

B. No Disclosure of Confidential Information by the Consultant. The Consultant acknowledges that it shall, in performing the Services for the Village under this Agreement, have access to or be directly or indirectly exposed to Confidential Information. The Village shall advise the Consultant of all information the Village deems confidential. The Consultant shall hold confidential all Confidential Information and shall not disclose or use such Confidential Information without express prior written consent of the Village. The Consultant shall use reasonable measures at least as strict as those the Consultant uses to protect its own confidential information. Such measures shall include, without limitation, requiring employees and subcontractors of the Consultant to execute a non-disclosure agreement before obtaining access to Confidential Information.

SECTION 6. STANDARD OF CARE; INDEMNIFICATION; INSURANCE.

A. Standard of Care. The Consultant's Services will be performed with the degree of care, skill, and diligence exercised by members of its profession practicing under similar circumstances, at the same general time, and in the same or similar locality as the Project. No other warranties, express or implied, are made or intended by this Agreement.

B. Indemnification. The Consultant shall indemnify and defend the Village, and its officials, employees, agents, and attorneys against any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses, including attorneys' fees and administrative expenses, to the extent they were caused by the Consultant's negligent performance of, or failure to perform, the Services.

C. Insurance. Contemporaneous with the Consultant's execution of this Agreement, the Consultant shall provide certificates and policies of insurance, all with coverages and limits acceptable to the Village, and evidencing at least the minimum insurance coverages and limits as set forth in Exhibit B to this Agreement. Such certificates and policies shall be in a form acceptable to the Village and from companies with a general rating of A minus, and a financial size category of Class X or better, in Best's Insurance Guide. Such insurance policies shall provide that no change, modification in, or cancellation of, any insurance shall become effective until the expiration of 30 days after written notice thereof shall have been given by the insurance company to the Village. The Consultant shall, at all times during the term of this Agreement, maintain and keep in force, at the Consultant's expense, the insurance coverages provided above.

D. No Personal Liability. No elected or appointed official, or employee of the Village shall be personally liable, in law or in contract, to the Consultant as the result of the execution of this Agreement.

SECTION 7. CONSULTANT AGREEMENT GENERAL PROVISIONS.

A. Relationship of the Parties. The Consultant shall act as an independent contractor in providing and performing the Services. Nothing in, nor done pursuant to, this Agreement shall be construed (i) to create the relationship of principal and agent, employer and employee, partners, or joint venturers between the Village and Consultant; or (ii) to create any relationship between the Village and any subcontractor of the Consultant.

B. Conflict of Interest. The Consultant represents and certifies that, to the best of its knowledge, (1) no Village employee or agent is interested in the business of the Consultant or

this Agreement; (2) as of the date of this Agreement neither the Consultant nor any person employed or associated with the Consultant has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither the Consultant nor any person employed by or associated with the Consultant shall 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.

C. No Collusion. The Consultant represents and certifies that the Consultant 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 the Consultant 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 Section 11-42.1-1 *et seq.* of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 *et seq.*; 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.* The Consultant represents that the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to the Village 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 shall be found that the Consultant has, in procuring this Agreement, colluded with any other person, firm, or corporation, then the Consultant shall be liable to the Village for all loss or damage that the Village may suffer, and this Agreement shall, at the Village's option, be null and void.

D. Sexual Harassment Policy. The Consultant certifies that it has a written sexual harassment policy in full compliance with Section 2-105(A)(4) of the Illinois Human Rights Act, 775 ILCS 5/2-105(A)(4).

E. Patriot Act Compliance. The Consultant represents to the Village that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Consultant further represents to the Village that the Consultant and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Consultant hereby agrees to defend, indemnify and hold harmless the Village, its corporate authorities, and all Village elected or appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the representations in this subsection.

F. Termination. Notwithstanding any other provision hereof, the Village may terminate this Agreement at any time upon 15 days prior written notice to the Consultant. In the event that this Agreement is so terminated, the Consultant shall be paid for Services actually performed and reimbursable expenses actually incurred, if any, prior to termination, not exceeding the value of the Services completed as determined as provided in Exhibit A.

G. Term. The Time of Performance of this Agreement, unless terminated pursuant to the terms of this Agreement, shall expire on the date the Village Manager determines that all of the Services under this Agreement are completed. A determination of completion shall not constitute a waiver of any rights or claims which the Village may have or thereafter acquire with respect to any breach hereof by the Consultant or any right of indemnification of the Village by the Consultant.

H. Compliance with Laws and Grants. Consultant shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required in connection with providing, performing, and completing the Services, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 *et seq.*, and the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.* Consultant shall also comply with all conditions of any federal, state, or local grant received by Owner or Consultant with respect to this Contract or the Services.

Consultant shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Consultant's, or its subcontractors', performance of, or failure to perform, the Services or any part thereof.

Every provision of law required by law to be inserted into this Contract shall be deemed to be inserted herein.

I. Default. If it should appear at any time that the Consultant has failed or refused to prosecute, or has delayed in the prosecution of, the Services with diligence at a rate that assures completion of the Services in full compliance with the requirements of this Agreement, or has otherwise failed, refused, or delayed to perform or satisfy the Services or any other requirement of this Agreement ("***Event of Default***"), and fails to make reasonable efforts to cure any such Event of Default within ten business days after the Consultant's receipt of written notice of such Event of Default from the Village, then the Village shall have the right, without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

1. Cure by Consultant. The Village may require the Consultant, within a reasonable time, to complete or correct all or any part of the Services that are the subject of the Event of Default; and to take any or all other action necessary to bring the Consultant and the Services into compliance with this Agreement.

2. Termination of Agreement by Village. The Village may terminate this Agreement without liability for further payment of amounts due or to become due under this Agreement, pursuant to Section 7(F) above.

3. Withholding of Payment by Village. The Village may withhold from any payment, whether or not previously approved, or may recover from the Consultant, any

and all costs, including reasonable attorneys' fees and administrative expenses, reasonably incurred by the Village as the result of any Event of Default by the Consultant or as a result of actions taken by the Village in response to any Event of Default by the Consultant.

J. No Additional Obligation. The Parties acknowledge and agree that the Village is under no obligation under this Agreement or otherwise to negotiate or enter into any other or additional contracts or agreements with the Consultant, or with any vendor solicited or recommended by the Consultant.

K. Village Board Authority. Notwithstanding any provision of this Agreement, any negotiations or agreements with, or representations by the Consultant to vendors shall be subject to the approval of the Village Board of Trustees. The Village shall not be liable to any vendor or other third party for any agreements made by the Consultant, purportedly on behalf of the Village, without the knowledge and approval of the Village Trustees.

L. Mutual Cooperation. The Village agrees to cooperate with the Consultant in the performance of the Services, including meeting with the Consultant and providing the Consultant with such non-confidential information that the Village may have that may be relevant and helpful to the Consultant's performance of the Services. The Consultant agrees to cooperate with the Village in the performance of the Services to complete the Work and with any other consultants engaged by the Village.

M. News Releases. The Consultant shall not issue any news releases or other public statements regarding the Services without prior approval from the Village Manager.

N. Ownership. Designs, drawings, plans, specifications, photos, reports, information, observations, calculations, notes, and any other documents, data, or information, in any form, prepared, collected, or received by the Consultant in connection with any or all of the Services to be performed under this Agreement ("**Documents**") shall be and remain the exclusive property of the Village. At the Village's request, or upon termination of this Agreement, the Consultant shall cause the Documents to be promptly delivered to the Village.

O. GIS Data. The Village has developed digital map information through Geographic Information Systems Technology ("**GIS Data**") concerning the real property located within the Village. If requested to do so by the Consultant, the Village agrees to supply the Consultant with a digital copy of the GIS Data, subject to the following conditions:

1. Limited Access to GIS Data. The GIS Data provided by the Village shall be limited to the scope of the Work that the Consultant is to provide for the Village;

2. Purpose of GIS Data. The Consultant shall limit its use of the GIS Data to its intended purpose of furtherance of the Work; and

3. Agreement with Respect to GIS Data. The Consultant does hereby acknowledge and agree that:

a. Trade Secrets of the Village. The GIS Data constitutes proprietary materials and trade secrets of the Village and, shall remain the property of the Village;

b. Consent of Village Required. The Consultant will not provide or make available the GIS Data in any form to anyone without the prior written consent of the Village

Manager;

c. **Supply to Village.** At the request of the Village, the Consultant shall supply the Village with any and all information that may have been developed by the Consultant based on the GIS Data;

d. **No Guarantee of Accuracy.** The Village makes no guarantee as to the accuracy, completeness, or suitability of the GIS Data in regard to the Consultant's intended use thereof; and

e. **Discontinuation of Use.** At such time as the Services have been completed to the satisfaction of the Village, the Consultant shall cease its use of the GIS Data for any purpose whatsoever; and, upon request, an authorized representative of the Village shall be afforded sufficient access to the Consultant's premises and data processing equipment to verify that all use of the GIS Data has been discontinued.

SECTION 8. GENERAL PROVISIONS.

A. **Amendment.** No amendment or modification to this Agreement shall be effective unless and until such amendment or modification is in writing, properly approved in accordance with applicable procedures, and executed.

B. **Assignment.** This Agreement may not be assigned by the Village or by the Consultant without the prior written consent of the other party.

C. **Binding Effect.** The terms of this Agreement shall bind and inure to the benefit of the Parties hereto and their agents, successors, and assigns.

D. **Notice.** Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be delivered (i) personally, (ii) by a reputable overnight courier, (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, (iv) by facsimile, or (v) by electronic internet mail ("e-mail"). Facsimile notices shall be deemed valid only to the extent that they are (a) actually received by the individual to whom addressed and (b) followed by delivery of actual notice in the manner described in either (i), (ii), or (iii) above within three business days thereafter at the appropriate address set forth below. E-mail notices shall be deemed valid and received by the addressee thereof when delivered by e-mail and (a) opened by the recipient on a business day at the address set forth below, and (b) followed by delivery of actual notice in the manner described in either (i), (ii) or (iii) above within three business days thereafter at the appropriate address set forth below. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of (a) actual receipt; (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three business days following deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Subsection, each Party shall have the right to change the address or the addressee, or both, for all future notices and communications to such party, but no notice of a change of addressee or address shall be effective until actually received.

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

Village of Kenilworth
419 Richmond Road
Kenilworth, Illinois 60043
Attention: Village Manager
E-mail: kthake@vok.org

With a copy to:

Ancel Glink, P.C.
140 S. Dearborn St., 6th Floor
Chicago, IL 60603
Attention: Kenilworth Attorney

Notices and communications to the Consultant shall be addressed to, and delivered at, the following address:

Ciorba Group, Inc. ("**Consultant**")
8725 W. Higgins Rd., Suite 600
Chicago, IL 60031
Telephone: 773-775-4009
Attn: Duane O'Laughlin, Chief Operating Officer
Email: dolaughlin@ciorba.com

E. Third Party Beneficiary. No claim as a third party beneficiary under this Agreement by any person, firm, or corporation other than the Consultant shall be made or be valid against the Village.

F. 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 shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

G. Time. Time is of the essence in the performance of this Agreement.

H. Governing Laws. This Agreement shall be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois.

I. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any and all previous or contemporaneous oral or written agreements and negotiations between the Village and the Consultant with respect to the Proposal and the Services.

J. Waiver. No waiver of any provision of this Agreement shall be deemed to or constitute a waiver of any other provision of this Agreement (whether or not similar) nor shall any such waiver be deemed to or constitute a continuing waiver unless otherwise expressly provided in this Agreement.

K. Exhibit. Exhibits A, B, and C are attached hereto, and by this reference incorporated in and made a part of this Agreement. In the event of a conflict between the Exhibit and the text of this Agreement, the text of this Agreement shall control.

L. 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 shall be cumulative and shall not be exclusive of any other such rights, remedies, and benefits allowed by law.

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

ATTEST:

VILLAGE OF KENILWORTH

By: _____
Asst. to the Village Manager

By: _____
Village Manager

ATTEST:

CONSULTANT

By: _____

By: _____

Title: _____

Its: _____

EXHIBIT A

SCOPE OF SERVICES

&

AGREEMENT AMOUNT

SCOPE OF WORK

CONSULTANT:	Ciorba Group, Inc.
PRINCIPAL	Duane O’Laughlin, PE
PROJECT MANAGER:	Mark Johnson, PE, PTOE
ROUTE:	Green Bay Road
COUNTY:	Cook
LOCAL AGENCY CONTACT:	Kathy Thake, Village of Kenilworth

PROJECT UNDERSTANDING

This project involves developing a preferred preliminary roadway and streetscape plan for Green Bay Road from Kenilworth Avenue to Winnetka Avenue. Alternates developed in the Green Bay Road Concept Study will be developed further along with new alternates following IDOT design criteria. In addition to the Village of Kenilworth, engaging both the Village of Winnetka and IDOT will be critical to the success of any proposed concept for this section of Green Bay Road. Successful completion of the Concept Refinement Phase now allows the Villages to initiate a full Phase I preliminary engineering study

All deliverables to the Village and other organizations will be provided electronically unless otherwise noted.

SCOPE OF SERVICES

1. Meetings, Coordination & Data Collection
 - a. Meetings
 - i. Prepare for and attend one virtual kick-off meeting with Kenilworth and Winnetka staff. At this meeting the project scope and key outcomes of previous and current planning efforts will be discussed. Project needs and goals will be defined. Prepare meeting minutes and distribute for approval.
 - ii. Prepare for and attend one virtual kick-off meeting with IDOT. Prepare meeting minutes and distribute for approval.
 - iii. Prepare for and attend two virtual FHWA meetings with IDOT. Prepare meeting minutes and distribute for approval.
 - iv. Prepare for and attend one virtual meeting with IDOT. Prepare meeting minutes and distribute for approval.
 - v. Prepare for and attend one virtual meeting with the Union Pacific Railroad (UPRR)/Interstate Commerce Commission (ICC). Prepare meeting minutes and distribute for approval.
 - vi. Prepare for and attend two in-person presentations to the Village of Kenilworth Public Works Committee. Prepare meeting minutes and distribute for approval.
 - vii. Prepare for and attend two in-person presentations to the Kenilworth Village Board. A PowerPoint exhibit will be prepared. Assume Village Board will prepare required meeting minutes.
 - viii. Prepare for and attend one in-person presentation to the Winnetka Village Council. A PowerPoint exhibit will be prepared. Assume Village Council will prepare required meeting minutes.
 - ix. Prepare for and attend virtual meetings with Kenilworth to discuss project progress (12 meetings). Winnetka staff will be invited to all meetings.

SCOPE OF WORK

- b. Coordination
 - i. Coordination with Kenilworth, Winnetka, IDOT, UP/Metra, Illinois Commerce Commission (ICC).
 - ii. Coordinate with IDOT to determine IDOT's anticipated date to repave Green Bay Road so project will not immediately remove pavement after IDOT improvement.
 - iii. Coordination with subconsultants
 - iv. Coordinate project with private utility companies to identify potential conflicts.
 - v. Internal project team coordination to gauge progress, identify issues, and verify interdisciplinary coordination.
 - c. Data Collection
 - i. Obtain and review existing roadway and traffic signal plans and ROW plats/plans from IDOT and other sources.
 - ii. Obtain data from Kenilworth & Winnetka that could include:
 - 1. Roadway plans
 - 2. Property plats
 - 3. Benchmark Information
 - 4. 5-year crash reports
 - 5. Utility information
 - 6. Plans for any new developments that could impact project limits
 - 7. Flooding/Drainage Issues
 - 8. Village standards
 - iii. Perform a J.U.L.I.E. design locate and obtain utility atlases. Plot utilities into existing CADD files.
 - iv. Conduct a site visit to observe existing conditions, existing travel and parking patterns, and to perform a photo log.
 - v. Obtain Aerials from USGS Site and other sources.
2. Surveys
- a. Topographic Survey. The topographic survey will include the full ROW of Green Bay Road and extra as needed to capture topographic information from the building line on the west to the UP Railroad property on the East and will extend 50' past the return radius of the curb at each intersection within the survey limits. Topographic survey items will include the following information within the project limits:
 - i. Spot elevations will be taken at 50-foot cross sections including grade changes, to show topography at a 1' contour interval
 - ii. Visible man-made features
 - iii. Ditches and above ground features
 - iv. Location of existing utilities within or adjacent to the site including:
 - v. Evidence of existing above ground utilities (if readily visible and accessible or flagged by the utility company or locating service)
 - vi. The size and invert or top of pipe elevations of sewers and water mains if manholes and valve vaults are visible and accessible.
 - vii. Underground utilities may be depicted from drawings provided by utility companies or others, if readily available
 - viii. Utilities will be shown on the survey based on observed evidence (above ground) and the utility atlases.

SCOPE OF WORK

- b. Limited Boundary Survey. The limited boundary survey will locate the property corners adjacent to the subject property to identify and draft the current right of way lines of Green Bay Rd., adjoining intersections, and the railroad property line along the east side of Green Bay Road within the project limits.
 - c. Ciorba will not perform title searches or create any formal survey plats or documents. Verification of property ownership and Public Right of Way is not included in this scope, and the depiction of property lines on the survey will be limited to what is seen on the Cook County Map Application, evidence found in the field, and any historical documents that may be found during research or provided to Ciorba by the Village to be used for this survey.
3. Water Resources
- a. Review information on known drainage problems to be provided by Village and/or IDOT.
 - i. Kenilworth indicated that there are no flooding issues other than the Skokie Ditch occasionally backing up. The FEMA map shows the floodway west of Ridge Road, therefore any backups in the storm sewer caused by the Skokie Ditch are considered beyond the scope of this project.
 - b. Obtain land use data for use in hydrologic analysis.
 - c. Identify drainage areas to project site and calculate runoff rates based on existing and proposed land cover.
 - d. Prepare General Location Drainage Map and Existing Drainage Plan.
 - e. Evaluate sensitivity of outlets from project site and determine if detention is needed to address outlet sensitivity or known drainage problems. Determine method of providing detention if needed.
 - f. Evaluate drainage alternatives and coordinate with Village and IDOT to develop preferred plan, including hydraulic analysis of proposed storm sewer improvements.
 - g. Prepare Proposed Drainage Plan for preferred alternate.
 - h. Describe water quality concerns and strategies.
 - i. Summarize all aspects of drainage studies in written Location Drainage Technical Memorandum (LDTM) with exhibits. Submit memo to Village and IDOT for review. Address comments and prepare final LDTM.
 - j. Analyze and develop location of proposed water main throughout the project corridor from Park Drive to north Kenilworth limit (existing water main is 55 to 60 years old). Proposed water main alignment from Park Drive to north of Roger Street developed in 2020 will be reviewed and updated as needed.
 - i. Coordinate with Winnetka to determine if they would need new water main included in project also.
4. Roadway Lighting Feasibility
- a. Perform high-level photometric analysis and lighting layout to ensure the selected roadway lighting from the streetscape concept meets IES standards for the selected roadway cross section.
 - i. Identify owner requirements
 - ii. Equipment selection/vendor coordination
 - iii. Photometric analysis (1 cross section)
 - iv. Preliminary layout
 - v. Quantities/estimate of cost

SCOPE OF WORK

- vi. Voltage drop calculations/cable sizing
 - b. Kenilworth has recently used a decorative street lighting system at Kenilworth Avenue and Richmond Road.
 - c. Coordinate with IDOT to verify what they will require for the project.
5. Engineering Studies
- a. Traffic Studies
 - i. Obtain a 24 hour traffic count at the Green Bay Road and Kenilworth Avenue intersection. Obtain 3 hour counts during the AM and PM peak hour at the Green Bay Road intersections with Park Drive and Winnetka Avenue. Traffic counts will be done using Miovision cameras to obtain traffic and pedestrian data.
 - ii. Coordinate with CMAP to obtain traffic projections and apply these projections to each movement.
 - iii. Perform an existing Highway Capacity Software (HCS) analysis for 3 intersections. Perform proposed HCS analysis for 2 alternatives.
 - iv. Develop an Intersection Design Study for intersections having a revised lane configuration. It is assumed that one IDS will be needed.
 - v. Existing and proposed typical sections will be developed for the project corridor including up to five alternatives for proposed cross sections. Deliverable: Typical Section Plan Sheets.
 - vi. Develop ADA sidewalk detail sheets at side streets within proposed construction limits (includes Park Drive, Melrose Avenue, Wayland Avenue, Roger Avenue, and other proposed crossing locations from the east to west side of Green Bay Road).
 - vii. Since Green Bay Road is an IDOT significant route, a Transportation Management Plan (TMP) will be developed for the preferred alignment and submitted to IDOT for approval. The TMP will identify delays associated with the project and identify measures to notify the public and reduce congestion during construction. Typical sections will be provided for each stage of construction. It is assumed that the project will be constructed using stage construction and a detour route will not be used.
 - b. Environmental Studies
 - i. Prepare Environmental Survey Request (ESR) form and submit to IDOT.
 - ii. Since Green Bay Road is a State Route, IDOT will perform the special waste and wetland analysis.
 - iii. It is assumed that wetlands do not exist within the project limits and a wetland impact analysis will not be required.
 - c. Geometric Studies
 - i. Develop project specific design criteria and document all potential design exceptions that would be required. Perform concept level geometric checks following IDOT reconstruction or rehabilitation criteria. The geometric checks will evaluate the existing alignments, superelevation rates and transition lengths.
 - ii. Develop horizontal geometric layout and plan sheets for up to five proposed alternatives. All geometric design work will be performed using Bentley Open Roads software, scaled aerials, and existing topographic survey information. Potential alternatives to be considered are:

SCOPE OF WORK

1. Road Diet with diagonal parking on west side (with access lane & median), sidewalk on east and west side, and parallel parking on east side.
 2. Road Diet with diagonal parking on west side (with access lane & median), sidewalk on west side only, parallel parking on east side.
 3. Road Diet with diagonal parking on west side (no median), sidewalk on west or both sides, parallel parking on east side.
 4. Road Diet with parallel parking on both sides, sidewalk on west only or both sides (Sidewalk width will be larger if placed on west side only).
 5. Road Diet with parallel parking on both sides, bike lanes, sidewalk on west or both sides (Sidewalk width will be larger if placed on west side only).
- iii. Develop preferred plan and profile.
 - iv. Investigate right-of-way and easement requirements based on geometry and construction needs for two alternates.
- d. Safety Studies
- i. Perform a crash analysis, identifying any crash patterns and mitigation strategies. Crash data from the past 5 years for the project corridor assumed to be provided by the Village or IDOT. Location, type, severity, and number of crashes will be tabulated. Crash diagrams and a technical memorandum will be provided.
- e. Project Development Report
- i. Develop Location Map
 - ii. Include Public Transportation Schedules and/or Maps
 - iii. Review and Document Design Exceptions
 - iv. Prepare draft report and exhibits.
 - v. Process report (Anticipated to be Categorical Exclusion, State Approved).
 - vi. Revise report based on review comments and public comments (2 revisions)
 - vii. Develop two disposition of comments
- f. Public Involvement
- i. Prepare for and attend one in-person open house public meeting for the project (Villages of Kenilworth and Winnetka combined). The open house meeting will be advertised in Village newsletter/emails, on Village websites, and via Village social media. At the public meeting, plan exhibits and typical sections will be provided for two preferred alternates. Other exhibits will be provided indicating landscaping concepts, project details, and project schedule. review past research and site analysis information, confirm stakeholder behaviors and attitudes, and brainstorm desired streetscape outcomes. Preliminary recommendations will be presented with two preferred alternatives presented. The meeting will incorporate engagement activities designed to obtain community input and inform the design work. The meeting location will be at a designated venue and preferred exhibits for presentation would be coordinated with Kenilworth and Winnetka. Following the meeting, input will be gathered, documented, and summarized for reporting back to the community and included in the technical memorandum. (Ciorba and Teska)
 - ii. Develop impact letters and exhibits for any properties requiring temporary easement or right of way acquisition.

SCOPE OF WORK

- iii. A separate Public Meeting with Winnetka is not included will require additional services.
6. Quantity Calculations and Estimates
 - a. Determine quantity of major pay items.
 - b. Develop opinion of probable construction cost for two alternatives using previous similar project bid tabs and recent bid tabs from IDOT website
7. Funding Assistance
 - a. Review potential grants that could be used to help fund the project.
 - b. Assist in developing three grant applications for the project. Potential funding options include Invest in Cook, ITEP, and the MWRD Green Infrastructure Partnership Program.
8. QC/QA
 - a. Perform Quality Control/Quality Assurance during the project per Ciorba Group's Quality Assurance/Quality Control Plan. QC/QA reviews will be conducted by Ciorba for all sub-consultant submittals prior to being submitted to the Village, IDOT, or other agencies/project stakeholders.
9. Project Management and Administration
 - a. Provide project oversight.
 - b. Prepare progress reports.
 - c. Project control of scope, schedule, and budget.
10. Preliminary Streetscape Design (**Performed by Teska Associates, Inc.**)
 - a. Attend two Village meetings.
 - b. Prepare two alternative streetscape concepts based on the two preferred alternatives.
 - c. Prepare exhibits for and attend public open house.
 - d. Attend Village virtual meeting to discuss public comments.
 - e. Prepare final streetscape based on the preferred alternative.
11. Geotechnical Engineering (**Performed by Soil and Material Consultants, Inc.**)
 - a. Obtain seven 10' deep geotechnical borings at 500' intervals.
 - b. Prepare report findings and recommendations.

See attached detailed scope.

See attached detailed scope.



Office: 847-870-0544
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www.soilandmaterialconsultants.com

February 4, 2026
Proposal No. 23,859

Mr. Duane O'Laughlin, P.E.
Chief Operating Officer
Ciorba Group
8725 W. Higgins Road, Suite 600
Chicago, IL 60631

Re: Pavement Investigation
Green Bay Road
Kenilworth, Illinois

Dear Mr. O'Laughlin:

Submitted for your consideration is our proposal to provide the requested pavement section investigation and subsurface soil condition analysis for the proposed improvements along Green Bay Road from Kenilworth Avenue to Winnetka Avenue in the Village of Kenilworth, Illinois.

Scope of the Investigation

A total of 7 boring locations will be established at intervals of approximately 500 feet and on alternate sides of the centerline. Offsets from centerline will be varied to include various portions of existing pavement. We will contact JULIE to locate public utilities.

At each location existing pavement materials will be cored to determine material types and thicknesses. The soils will be auger drilled to establish the soil profile within 10.0 feet of existing surface elevations. A soil sample will be obtained immediately below the base using a split barrel sampler and at 2.5 foot intervals for the remaining depth of the boring. Additional samples may be obtained from the auger flights. A pocket penetrometer reading will be performed on testable samples of cohesive soil.

Soil samples will be returned to our laboratory for testing including determination of moisture content. Cohesive soils obtained by split barrel sampling will be further tested to determine dry unit weight and unconfined compressive strength. Selected soil samples will be tested for determination of grain-size distribution, Atterberg limits and other pertinent testing.

Engineering Evaluation, Report

The field investigation and laboratory testing will be completed under the direction of a Registered Professional Engineer. Preliminary information will be available upon request. Upon completion of the investigation an engineering evaluation will be completed and a Phase I report prepared. The report will present our findings and appropriate recommendations.

8 W. COLLEGE DR. • SUITE C • ARLINGTON HEIGHTS, IL 60004

SOIL BORINGS • SITE INVESTIGATIONS • PAVEMENT INVESTIGATIONS • GEOTECHNICAL ENGINEERING
TESTING OF • SOIL • ASPHALT • CONCRETE • MORTAR • STEEL



Date: February 11, 2026
To: Duane O’Laughlin, Ciorba Group, dolaughlin@ciorba.com
From: Jodi Mariano, Teska Associates, JMariano@TeskaAssociates.com
RE: Green Bay Road Phase 1 Streetscape, Kenilworth – Landscape Architectural scope

Thank you for the opportunity to continue to assist Ciorba Group, the Village of Kenilworth and the Village of Winnetka with the above-mentioned project. Teska provided design services to Ciorba Group for conceptual streetscape design and public outreach between August 2023 and February 2024. We understand Village staff wishes to build upon earlier design efforts and to proceed with additional design studies and public outreach for the Green Bay Road Corridor project.

STREETSCAPE DESIGN SERVICES SCOPE

Introduction: The Streetscape Design work is focused on Green Bay Road, from Kenilworth Avenue at the south to Winnetka Avenue at the north. This assignment will continue the streetscape and corridor design work conducted by Ciorba / Teska between August 2023 and February 2024. The work also builds upon previous corridor studies conducted by the Villages of Kenilworth and Winnetka below:

- *Village of Kenilworth Green Bay Road Conceptual Transportation + Streetscape Plan (2013)*
- *Village of Winnetka Downtown Master Plan (2016); Streetscape + Signage Plan (2018); and Comprehensive Plan (2023).*

The outcome of this design work would be a refined concept level streetscape plan supported by recommended materials, products, and plantings. The plan would be supported by a conceptual cost estimate. Special focus would be on promoting the corridor business environment, opportunities for placemaking, gateway entry features, beautification, and pedestrian safety for the Villages of Kenilworth and Winnetka. Streetscape features that would be addressed include lighting, paving, furnishings, gateway features, and plantings.

STREETSCAPE DESIGN SERVICES SCOPE (continued)

1. **Village review meetings - corridor alternatives review.** Teska will review corridor alternatives to be prepared by Ciorba. Teska will attend up to two Village review meetings to evaluate and discuss alternatives towards determining two preferred alternatives for public review.
2. **Alternative streetscape concepts packages - two preferred alternatives.** Based on Village direction to proceed with two preferred alternatives, Teska will develop two concept plan packages. Two concept plan packages will be supported by plans, sections, vignettes and product and material photographs as appropriate to convey the design intent. Streetscape concept packages will be shared with staff via teleconference for review and feedback. Teska will make updates to the concept packages prior to the public meeting, as required.
3. **Public meeting and exhibits.** Based on Village feedback about the streetscape concepts, Teska will prepare public meeting exhibits and materials to describe the two corridor alternatives and to receive public feedback. Public meeting exhibits may include the following: *Project introduction and summary of work completed to date; Existing conditions maps and photos; Two alternative streetscape concept packages (plans, sections, vignettes, product photos)*. Exhibits will be designed to be engaging and to invite quantitative and qualitative participant feedback. Teska will provide digital postcards / flyers for the Village's use in distributing announcements to the community. Meeting logistics shall be by the Village. Following the public meeting, Teska will prepare a meeting summary.
4. **Village review meeting and selection of final concept.** Following the public meeting we will discuss public feedback with Village staff via teleconference. Together we will discuss which concept – or elements from each concept – will be carried forward into the final streetscape concept package.
5. **Final streetscape concept package – one preferred concept.** Based on direction from Village staff on the preferred concept, Teska will develop a draft final concept plan packages for staff review. The concept plan package will be supported by plans, sections, vignettes and product and material photographs as appropriate to convey the design intent. A conceptual cost estimate will be prepared. The draft final streetscape concept package will be shared with staff via teleconference for review and feedback. Teska will make updates to the concept package as required. The final streetscape concept package will be documented and provided to Ciorba in PDF format.
6. **Team and staff coordination.** In addition to the meetings noted above, Teska anticipates coordination with Ciorba and Village staff via email, telephone and teleconference.

END OF SCOPE

Activity		Grand Total	Principal	Project Manager III	Project Manager II	Project Manager I	Project Engineer II	Project Engineer I	Lead Surveyor	Technician III	Engineer IV	Technician II	Engineer III	Engineer II	Engineer I	Technician I	CAD Manager
TOTAL		2260	41	24	40	289	140	24	36	12	403	100	152	207	676	100	16
1.	Meetings, Data Collection & Coordination	Task Total: 281	11			123					86			45	16		
	0110 Meetings	Meetings: 180	11			85					72			12			
	Kick-off Meeting with Villages (1 mtg x 1 hrs/mtg x 3 staff)	3	1			1					1						
	Village Board Meetings (3 mtg x 3 hrs/mtg x 2 staff)	18	9			9											
	Village Public Works Meetings (2 mtg x 3 hrs/mtg x 2 staff)	12				6					6						
	Project Progress Mtgs with Village (12 mtg x 1 hrs/mtg x 2 staff)	18				12					6						
	Meeting with UPRR/ICC (1 mtg x 1 hrs/mtg x 3 staff)	2				1					1						
	IDOT Virtual Kickoff Meeting (1 mtg x 1 hrs/mtg x 3 staff)	3	1			1					1						
	IDOT Virtual Misc Meeting (1 mtg x 1 hrs/mtg x 2 staff)	2				1					1						
	FHWA Virtual Meetings (2 mtg x 1 hrs/mtg x 2 staff)	4				2					2						
	Meeting Minutes - 20 each	36				16					20						
	Prepare Agenda/Exhibits for Meetings - 23 each	46				24					10			12			
	PowerPoint Presentation for Village Board Mtgs (3 Mtgs)	36				12					24						
	0120 Coordination	Subtotal: 66				38					8			16	4		
	Coordination with Village	16				16											
	Coordination with Other Agencies	12				8					4						
	Coordination with Project Team	16				4					4			4	4		
	Subconsultants Coordination	6				6											
	Coordination with Utilities	8												8			
	Submit Plans to Utilities (1 submittal)	4												4			
	Coordination with Railroad	4				4											
	0130 Data Collection	Subtotal: 35									6			17	12		
	Obtain Plans from Village	1												1			
	Obtain Tax Maps/ROW Plats	2												2			
	Obtain Plans from Other Agencies	2												2			
	Obtain Utility Atlases & Draft in CADD	18												6	12		
	Field Checks	12									6			6			
2.	Survey	Task Total: 256						8	36	12		100					100
	0210 Field Survey	Subtotal: 204							4			100					100
	Project Survey Plan & Field Preparation	4							4								
	Establish Control Points and Ties	16										8					8
	Horizontal Topography	80										40					40
	Property Corner Location	16										8					8
	Cross Sections	64										32					32
	Drainage Inventory	24										12					12
	0220 Process Survey	Subtotal: 12								12							
	Down Loading Total Station	4								4							
	Create Digital Terrain Model	8								8							
	0230 Boundary Survey Office	Subtotal: 40						8	32								
	Property Research / Order Title / Review Documents	16							16								
	Boundary Analysis & Calculation	16							16								
	QA/QC of Deliverable / Revisions	8						8									

Activity		Grand Total	Principal	Project Manager III	Project Manager II	Project Manager I	Project Engineer II	Project Engineer I	Lead Surveyor	Technician III	Engineer IV	Technician II	Engineer III	Engineer II	Engineer I	Technician I	CAD Manager
3.	Water Resources	Task Total:	483		21		72						144	42	204		
	0310 Preliminary Stormwater Analysis	Subtotal:	364				60						116		188		
	Hydrologic Modeling		40				8						12		20		
	Hydraulic Modeling (Storm Sewer)		84				12						24		48		
	Storm Water Detention Analysis		40				8						12		20		
	Alternatives Analysis		16				4						8		4		
	Analyze Sensitivity of Outfalls		40				8						12		20		
	Existing Drainage Evaluation and Plans (3 sheets at 1" = 50')		72				8						24		40		
	Proposed Drainage Plans (3 sheets at 1" = 50')		72				12						24		36		
	0320 Stormwater Reports	Subtotal:	56				12						28		16		
	Drainage Tech Memo		56				12						28		16		
	0350 Water Main System	Subtotal:	63		21									42			
	Identify & Report Conflict Locations (Kenilworth)		3		1									2			
	Identify & Report Conflict Locations (Winnetka)		4		2									2			
	Water Main Design (Kenilworth)		10		4									6			
	Water Main Design (Winnetka)		14		6									8			
	Water Main Sheets (Concept Proposed Alignment) (Kenilworth)		16		4									12			
	Water Main Sheets (Concept Proposed Alignment) (Winnetka)		16		4									12			
4.	Roadway Lighting Feasibility	Task Total:	34		12			13			9						
	0410 Lighting Studies and Plans	Subtotal:	34		12			13			9						
	Identify owner requirements		2		2												
	Equipment Selection		12		8			4									
	Voltage Drop Calculations		2					1			1						
	Photometric Calculations - Segment (x segments)		5		1			4									
	Lighting Layout		13		1			4			8						
5.	Engineering Studies	Task Total:	920	4			104	64			246			112	374		16
	0510 Traffic Studies	Subtotal:	274			18	34				76			8	138		
	Traffic Count Reduction & Tabulation		12								6				6		
	Develop Traffic Projections for each Movement (3 Ints)		12								6				6		
	Roadway Capacity Analysis 3int x (a.m. & p.m.) (1ex +1 pr)(4hr)		48			4	6				18				20		
	Develop Existing and Proposed Typical Sections (5 Alts)		20			2	2							8	8		
	Intersection Design Studies (1 IDS x 60 hrs/IDS)		60			6	12				20				22		
	ADA Detail Sheets (Estimate 22 Ramps x 4 hrs)		88			4	8				16				60		
	Traffic Management Plan/Analysis		34			2	6				10				16		
	0520 Environmental Studies	Subtotal:	42			3					5			8	26		
	Prepare Environmental Survey Request (ESR) Form		10			1					1				8		
	Prepare ESR Exhibits (2 sheets)		10								2				8		
	Prepare ESR Aerials (2 Sheets)		20			2					2			8	8		
	Environmental Document Preparation - Clearance Renewal		2												2		
	0530 Geometric Studies	Subtotal:	336			26					112			84	98		16
	Horizontal Geometry Study (5 Alts)		90			10					20			24	36		
	Vertical Geometry Study		42			6					36						
	Plan and Profile Sheets (5 Alts x 3 Shts/Alt)		120			10					24			40	46		
	Sight Distance Study of Preferred Alternate		24								8				16		
	Right-of-Way Analysis (2 alts x 3,000'/50 = 120 Sections)		60								24			20			16

Activity			Grand Total	Principal	Project Manager III	Project Manager II	Project Manager I	Project Engineer II	Project Engineer I	Lead Surveyor	Technician III	Engineer IV	Technician II	Engineer III	Engineer II	Engineer I	Technician I	CAD Manager
0540	Safety Studies	Subtotal:	50				6	24								20		
	Crash Data Charts and Tables		30				2	8								20		
	Review and Analyze Crash Data		8					8										
	Write Crash Analysis Summary (Memo)		12				4	8										
0550	Preliminary Project Plans and Report	Subtotal:	136				41					37				58		
	Design Exception checks and documentation		12				1					1				10		
	Report Preparation		56				20					20				16		
	Report Revisions (2 revisions)		44				12					16				16		
	Disposition of Comments (2 dispositions)		24				8									16		
0590	Public Involvement	Subtotal:	82	4			10	6				16			12	34		
	Advertise in Newspaper		6									2			4			
	Prepare Meeting Exhibit Boards		40				4	6				6			8	16		
	Attend Open House Public Meeting (1 Meeting)		16	4			4					4				4		
	Collection of Public Comments/Management & Reporting		20				2					4				14		
6.	Quantity, Specifications & Estimates	Task Total:	114				7	6	4	3		32		8	8	46		
0710	Quantity, Specifications and Estimates	Subtotal:	114				7	6	4	3		32		8	8	46		
	Quantity Calculations and BOM (Roadway - 2 Alts)		52				2					20				30		
	Quantity Calculations and BOM (Lighting)		10				1		3			6						
	Quantity Calculations and BOM (Water Resources)		36				4							8	8	16		
	Estimate of Cost		16				2	4	4			6						
7.	Funding Assistance	Task Total:	88					22				30				36		
0810	Funding Assistance	Subtotal:	88					22				30				36		
	Review Potential Grants for Project		4					4										
	Assist in Developing Grant Applications (3 Grants)		84					18				30				36		
8.	QC / QA	Task Total:	44	16	24			4										
0910	QC / QA	Subtotal:	44	16	24			4										
	Preparation and Revisions of QC/QA Plan - Quality Plan		4					4										
	Water Resources QC/QA		16	16														
	Roadway QC/QA		24		24													
9.	Project Management & Administration	Task Total:	40	10			30											
1010	Project Management & Administration	Subtotal:	40	10			30											
	Project Management		32	8			24											
	Work Plan		2				2											
	Budget Analysis		2	2														
	Project Startup		2				2											
	Project Scheduling		2				2											

Cost Estimate of
 Consultant Services
 (Direct Labor Multiple)

Firm Ciorba Group, Inc.

Date

03/05/26

ITEM	MANHOURS	PAYROLL	DIRECT COSTS	SERVICES BY OTHERS	DBE TOTAL	TOTAL	% OF GRAND TOTAL
Meetings, Data Collection & Coordination	281	\$ 56,380.99	\$ 168.00		\$ -	\$ 56,548.99	13%
Survey	256	\$ 33,720.79	\$ 720.00		\$ -	\$ 34,440.79	8%
Water Resources	483	\$ 71,834.37	\$ -		\$ -	\$ 71,834.37	17%
Roadway Lighting Feasibility	34	\$ 7,199.97	\$ -		\$ -	\$ 7,199.97	2%
Engineering Studies	920	\$ 144,822.86	\$ 3,888.00		\$ -	\$ 148,710.86	34%
Quantity, Specifications & Estimates	114	\$ 17,814.14	\$ -		\$ -	\$ 17,814.14	4%
Funding Assistance	88	\$ 14,891.32	\$ -		\$ -	\$ 14,891.32	3%
QC / QA	44	\$ 11,830.90	\$ -		\$ -	\$ 11,830.90	3%
Project Management & Administration	40	\$ 10,431.75	\$ -		\$ -	\$ 10,431.75	2%
Soil and Material Consultants				\$ 11,967.00	\$ -	\$ 11,967.00	3%
Teska Associates				\$ 45,740.00	\$ -	\$ 45,740.00	11%
TOTALS	2260	\$ 368,927.10	\$ 4,776.00	\$ 57,707.00		\$ 431,410.10	100%

**Village of Kenilworth
Green Bay Road - Phase I
Ciorba Group Direct Costs**

Meetings, Data Collection & Coordination

Description	Unit	Unit Cost	Quantity	Extended Cost
Vehicle (mileage)	mile	\$ 0.700	240	\$ 168.00
				\$ 168.00 Total

Survey

Description	Unit	Unit Cost	Quantity	Extended Cost
Vehicle (day)	day	\$ 90.00	8	\$ 720.00
				\$ 720.00 Total

Engineering Studies

Description	Unit	Unit Cost	Quantity	Extended Cost
Vehicle (mileage)	mile	\$ 0.700	80	\$ 56.00
Traffic Count (1 day)	hour	\$ 76.00	24	\$ 1,824.00
Traffic Count (1 hr)	hour	\$ 84.00	12	\$ 1,008.00
Reproductions - Outside	sheet	\$ 40.00	10	\$ 400.00
Advertisement	dollar	\$ 600.00	1	\$ 600.00
				\$ 3,888.00 Total

SCHEDULE OF FEES -- PAVEMENT AND SUBSURFACE SOIL INVESTIGATION

<u>Item</u>	<u>Units</u>	<u>Fee</u>	<u>Estimated Cost</u>
<u>FIELD</u>			
Boring Layout	5 hr.	\$ 120.00 /hr.	\$ 600.00
Utility Location	1 hr.	\$ 120.00 /hr.	\$ 120.00
Attenuator Truck	8 hr.	\$ 220.00 /hr.	\$ 1,760.00
Mobilization	1	\$ Lump Sum	\$ 700.00
Drilling (7 at 10')	70 ft.	\$ 19.00 /ft.	\$ 1,330.00
Split Barrel Sampling	28 ea.	\$ 14.00 ea.	\$ 392.00
Pavement Coring	7 ea.	\$ 130.00 ea.	\$ 910.00
IDOT Permit	1	\$ Lump Sum	\$ 3,000.00
<u>LABORATORY</u>			
Moisture Content Unit Weight Unconfined Compressive Strength	1	\$ Lump Sum	\$ 675.00
Organic Content	3 ea.	\$ 150.00 ea.	\$ 450.00
Hydrometer Analysis	3 ea.	\$ 125.00 ea.	\$ 375.00
Atterberg Limits	3 ea.	\$ 125.00 ea.	\$ 375.00
<u>REPORT</u>			
Senior Engineer (P.E.)	8 hr.	\$ 160.00 /hr.	\$ 1,280.00
Estimated Total Cost:			\$ 11,967.00

If requested the scope of work can be reduced to include pavement cores only and no soil borings for a cost of \$7,570.00.



KENILWORTH GREEN BAY ROAD
02.11.26

TESKA ASSOCIATES

Principal/PM \$185	Sr Assoc LA \$150	Assoc LA \$130	SUBTOTAL
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STREETSCAPE + OUTREACH SCOPE

	8	\$1,480	8	\$1,200	0	\$0	\$2,680
1 Village review meetings and corridor alt review (2 mtgs)	16	\$2,960	30	\$4,500	90	\$11,700	\$19,160
2 Prepare (2) alternative streetscape concept packages	16	\$2,960	20	\$3,000	40	\$5,200	\$11,160
3 Prepare public meeting exhibits, attend public meeting	2	\$370	2	\$300	0	\$0	\$670
4 Village review meeting and final concept selection (1 mtg)	4	\$740	20	\$3,000	40	\$5,200	\$8,940
5 Prepare final streetscape concept package + costs	8	\$1,480	8	\$1,200	0	\$0	\$2,680
6 Team coordination + staff meetings	54	\$9,990	88	\$13,200	170	\$22,100	\$45,290
SUBTOTAL FEES							
REIMBURSABLES (REPRODUCTIONS: \$450)							\$450
TOTAL							\$45,740



Agenda Item Executive Summary

TITLE: Resolution No. R-48-2026: Approving a License Agreement with Level 3 Communications, LLC for Installation of Fiber Optic Cable in Village Rights of Way (Adoption)

PRESENTER: James Bernahl

AGENDA DATE: May 5, 2026

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

None.

EXECUTIVE SUMMARY:

Background

Utilities, including telecommunications, are located throughout the Village. These types of telecommunications utilities have the right to use Village controlled right-of-way, but that right is not unfettered. Specifically, when the Illinois Commerce Commission (ICC) regulates telecommunications carriers operating in Illinois, the Commission establishes a statewide framework governing telecommunications services and taxation. When the ICC licenses carriers, those carriers obtain certain rights, but municipalities retain the authority to manage and protect their public rights-of-way through local ordinances and license agreements.

Some of the utilities located throughout the Village include Comcast, AT&T, Village of Winnetka Electrical, and North Shore Gas. While Winnetka Electrical and North Shore Gas are not “telecommunications”, both Comcast and AT&T provide services that fit that description. These utilities do not operate on a one-off basis (meaning obtaining hundreds of Village right-of-way permits), rather they operate under a global contract, whereby certain standards are imposed upon the utilities.

With the continual increase in the use and reliance of the internet, the Village has been approached by multiple new telecommunication companies looking to install infrastructure within Village’s right-of-way, either for direct use by Village residents and businesses or for indirect benefits as a limited passthrough of the Village. One such company is Level 3 Communications, LLC (“Level 3”). Level 3 has requested authorization to install fiber-optic facilities within specified public rights-of-way in the Village. Unlike Comcast or AT&T, Level 3 is not requesting a complete and total buildout of its infrastructure to provide services to all properties in the Village, rather Level 3 is requesting a limited buildout since their product will not be for direct consumer use, rather for larger (or one large) commercial entity. The proposed facilities are solely intended to transmit data between endpoints located outside of the Village.

This Public Right-of-Way Use License Agreement was developed as part of a coordinated effort with neighboring North Shore communities, including Wilmette, Glencoe, and Lake Bluff, to ensure consistency in regulatory standards and protections for municipal rights-of-way. Evanston, Skokie, and other neighboring communities are also engaging in a similar process and documentation. The Public Right-of-Way Use License Agreement reflects shared terms and conditions developed collaboratively with these communities.

Discussion

The proposed License Agreement memorializes the respective rights and obligations of the Village and Level 3 Communications related to the installation, operation, maintenance, repair, and potential removal of fiber-optic facilities within approved public rights-of-way. The agreement is expressly non-exclusive and revocable and does not convey any ownership or property interest in the public right-of-way.

The license authorizes the installation, operation, and maintenance of fiber-optic facilities within approved public right-of-way locations. It does not grant Level 3 the right to provide telecommunications, internet, or cable television services directly to Village residents or businesses. All construction, installation, and restoration activities are subject to the Village's Public Right-of-Way Construction Regulations and Supplemental Requirements, including permitting, traffic control, directional boring, and tree protection standards.

Level 3 Communications is a certified telecommunications retailer subject to State telecommunications taxes, so no additional franchise fees can be imposed. However, standard permit fees, security deposits, and reimbursement of Village consultant review and inspection costs are included in this License Agreement.

The License Agreement has an initial five-year term with automatic five-year renewals, subject to continued compliance. The Village retains the right to terminate the agreement in the event of material default, public safety concerns, or noncompliance with applicable laws and standards.

Budget Impact

There is no significant fiscal impact to the Village associated with approval of this agreement. Level 3 is responsible for installation, restoration, and relocation costs, as well as for posting required security funds and reimbursing the Village for review and inspection costs.

RECOMMENDATION:

Consider approval Resolution No. R-48-2026 authorizing the Village Manager to execute the Public Right-of-Way Use License Agreement between the Village of Winnetka and Level 3 Communications, LLC, authorizing the installation, operation, and maintenance of fiber-optic communication facilities within designated public rights-of-way.

ATTACHMENTS:

1. Resolution No. R-48-2026: Approving a License Agreement with Level 3 Communications, LLC for Installation of Fiber Optic Cable in Village ROW

RESOLUTION NO. R-48-2026

**A RESOLUTION APPROVING A LICENSE AGREEMENT WITH
LEVEL 3 COMMUNICATIONS, LLC FOR INSTALLATION OF
FIBER OPTIC CABLE IN VILLAGE RIGHTS OF WAY**

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, Level 3 Communications, LLC, a Delaware limited liability company ("***Level 3***"), is a telecommunications retailer under the Illinois Telecommunications Infrastructure Maintenance Fee Act and has been certified by the Illinois Commerce Commission as a Local Exchange Carrier, which authorizes it to install fiber optic telecommunications cables and appurtenant equipment (collectively, "***Fiber***"); and

WHEREAS, Level 3 desires to license, construct, install, operate, maintain, and replace Fiber in the Village rights of way for the operation of Level 3's telecommunications services underground within portions of the Village's public rights-of-way ("***collectively, Installation***"); and

WHEREAS, the Village maintains standards for construction of utility facilities within its public rights-of-way, which are set forth in Chapter 14.04, titled "Construction of Utility Facilities within Public Rights-of-Way", of the Winnetka Village Code ("***Right-of-Way Construction Regulations***"); and

WHEREAS, pursuant to Section 14.04.010(D) of the Right-of-Way Construction Regulations, the Village and Level 3 desire to enter into a license agreement ("***License Agreement***") to allow the Installation of the Fiber within the Village's rights-of-way, subject to certain conditions and restrictions; and

WHEREAS, pursuant to the License Agreement, Level 3 will comply with the Right-of-Way Construction Regulations and certain supplemental requirements intended to enhance the efficient completion of the Installation of Fiber, mitigate the effects of the Installation on Village residents and business, and protect existing infrastructure on, over, and within the Village rights-of-way; and

WHEREAS, the Village Council has determined that it is in the best interests of the Village and its residents to enter into the License Agreement with Level 3;

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.

May 5th, 2026

R-48-2026

SECTION 2: APPROVAL OF LICENSE AGREEMENT. The Village Council hereby approves the License Agreement by and among the Village and Level 3 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 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 5th day of May, 2026, pursuant to the following roll call vote:

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

Signed

Village President

Countersigned:

Village Clerk

EXHIBIT A
LICENSE AGREEMENT

**PUBLIC RIGHT-OF-WAY USE LICENSE AGREEMENT
BETWEEN THE VILLAGE OF WINNETKA AND LEVEL 3 COMMUNICATIONS, LLC FOR
INSTALLATION OF FIBER-OPTIC COMMUNICATION FACILITIES**

THIS AGREEMENT is entered into on May _____, 2026 (“**Effective Date**”) by **VILLAGE OF WINNETKA**, an Illinois home rule municipal corporation (“**Village**”) and **LEVEL 3 COMMUNICATIONS, LLC**, a Delaware limited liability company (“**Licensee**”).

RECITALS

WHEREAS, the Village owns and maintains the public rights-of-way identified and depicted in **Exhibit A** to this Agreement; and

WHEREAS, the Village maintains standards for construction of utility facilities within its public rights-of-way, which are set forth in Chapter 14.04, titled “Construction of Utility Facilities within Public Rights-of-Way”, of the Winnetka Village Code, as the same may from time to time be amended (“**PROW Construction Regulations**”); and

WHEREAS, the Licensee has requested that the Village enter into this Agreement to memorialize the parties’ respective rights and responsibilities with respect to the licensing, construction, installation, operation, maintenance, and replacement of fiber optic telecommunications cables and appurtenant equipment (collectively, the “**Fiber Facilities**”) underground, above ground, and on existing utility poles within portions of the Village’s public rights-of-way; and

WHEREAS, the Licensee is installing the Fiber Facilities solely for the purpose of transmitting data between endpoints outside of the Village and the Licensee will not be providing telecommunications or internet services to residents or businesses within the Village; and

WHEREAS, the Licensee, which has been certified by the Illinois Commerce Commission both as a facilities and resale basis (i) as an interexchange carrier throughout Illinois; and (ii) as a local exchange carrier (“LEC”) providing both switched and dedicated local exchange services in Illinois. Licensee is not delivering, and does not intend to deliver, cable television services to the residents of the Village, but rather intends to provide fiber optic telecommunications services; and

WHEREAS, in consideration of, and subject to, the terms of this Agreement, the Village is willing to allow the Licensee to construct, install, operate, maintain, and replace its Fiber Facilities within the Village’s public rights-of-way identified in **Exhibit A**¹ (“**Approved PROW Locations**”); and

WHEREAS, the Village has determined that it is useful to the Village and its residents to grant a license to the Licensee as provided in this Agreement for the purpose of memorializing the Licensee’s rights and obligations with regard to the installation, operation, maintenance, and repair of the Fiber Facilities in the Approved PROW Locations; and

WHEREAS, the Licensee is authorized to enter into and perform and assume all of its obligations under this Agreement.

¹ In the event that the Village approves additional installation locations by the Licensee in the future, depictions of those locations will be appended to this Agreement without further action by the Village Council.

NOW, THEREFORE, in consideration of the mutual consideration exchanged between the parties as set forth in this Agreement, the sufficiency and receipt of which are mutually acknowledged, the parties agree as follow:

SECTION 1. RECITALS. The Recitals are incorporated into this Agreement as substantive terms of this Agreement.

SECTION 2. GRANT OF RIGHT-OF-WAY USE LICENSE. For and in consideration of the terms of this Agreement and compliance with all federal, State of Illinois, and Village local laws and regulations, including, without limitation, the PROW Construction Regulations, as well as the Supplemental Requirements for Public Right-of-Way Fiber Installations ("**Supplemental Requirements**") attached to this Agreement as **Exhibit B**, the Village hereby grants to the Licensee a non-exclusive revocable license ("**License**") to construct, install, operate, maintain, repair, and replace the Fiber Facilities in the Approved PROW Locations (collectively, "**Installation**"). The License does not convey any right, title, or interest of any kind (including any ownership or leasehold interest) in any Village public rights-of-way, but is a license only for the use and occupancy of the Approved PROW Locations for the limited purposes stated in this Agreement. The License does not grant or convey any permission or right in the Licensee to provide telecommunication services of any kind within the Village. The Licensee acknowledges the jurisdiction of the Village to regulate its public rights-of-way and agrees to comply with the PROW Construction Regulations and the Supplemental Requirements.

Notwithstanding the limited scope of the License, in the event of an emergency or other unexpected major repair, the Licensee may access Village public rights-of-way to undertake emergency maintenance or repair work as required under the circumstances. All emergency maintenance or repair work must comply with the requirements for emergency maintenance in the PROW Construction Regulations and the Supplemental Requirements.

SECTION 3. DESCRIPTION OF FIBER FACILITIES.

A. Facility Specifications. The Fiber Facilities for which the License is granted are composed of dedicated fiber optic cable and related components. The components of, and the general plans for, the Fiber Facilities are depicted in **Exhibit C** ("**Facility Specifications**").

B. Changes to Type or Scope of Facilities. The License is granted only for Fiber Facilities matching the Facility Specifications and the Approved PROW Locations. If the Licensee desires to expand the Fiber Facilities into any additional locations or install Fiber Facilities differing from those depicted in the Facility Specifications, then the Licensee must request, in advance and in writing, the approval of the Village for that expansion or alternative or additional equipment. The additions, alterations, or expansions must be documented in an addendum to this License Agreement approved by resolution of the Village Board.

SECTION 4. CONSTRUCTION AND MAINTENANCE OF FIBER FACILITIES.

A. Construction Within and Use of Public-Rights-of-Way; Permits.

1. **Construction Within and Use of Public Rights-of-Way.** All construction within the Village rights-of-way must comply with the PROW Construction Regulations, the Supplemental Requirements, and other applicable laws, ordinances, and regulations. The

Licensee must not interfere with property of Village and other authorized users of the Approved PROW Locations or any other public rights-of-way. This Agreement does not authorize the Licensee to use, enter upon, or otherwise encroach on, any privately-owned property except if within a Village easement or compatible municipal utility easement identified within the list of Approved PROW Locations.

2. Permits. The Licensee must secure all required permits, including Village permits, for the Installation of the Fiber Facilities prior to commencing Installation of the Fiber Facilities. The Licensee also must post a Security Fund with the Village in the forms and amounts required by the PROW Construction Regulations and the Supplemental Requirements.

3. Fees. The Licensee is not required to pay any additional fees to the Village under this Agreement, so long as: (a) the Licensee maintains its status as a Telecommunications Retailer under the Telecommunications Infrastructure Maintenance Fee Act (35 ILCS 635/1 *et seq.*), and (b) timely pays the taxes imposed by the Simplified Municipal Telecommunications Tax Act (35 ILCS 636/5-1 *et seq.*) to the State of Illinois. If at any time the Licensee is no longer a Telecommunications Retailer under the Telecommunications Infrastructure Maintenance Fee Act or the Village no longer imposes a tax pursuant to the Simplified Municipal Telecommunications Tax Act, then the Licensee must pay all applicable and required Village fees, taxes, and other compensation required by the Village in exchange for the License.

B. Installation and Maintenance of Fiber Facilities.

1. The Licensee must maintain the Fiber Facilities in a good and safe condition at all times and in compliance at all times with applicable federal, State of Illinois, and Village regulations, including, without limitation, the PROW Construction Regulations and the Supplemental Requirements.

2. The Licensee must be responsible for locating the Fiber Facilities in response to requests from the area one call utility locate provider.

3. The Licensee must be responsible for relocating the Fiber Facilities upon 90-days notice from the Village at the Licensee's sole cost and expense when the Fiber Facilities are in conflict with a planned Village infrastructure improvement work which benefits the public.

C. Property Restoration and Repairs.

1. Obligation to Restore and Repair. Licensee must restore all areas disturbed by the Licensee's Installation of the Fiber Facilities in full compliance with both the PROW Construction Regulations and this Agreement, including the Supplemental Requirements ("**Restoration**").

2. Failure to Restore and Repair. If the Licensee fails to perform any required Restoration within the required time period, then the Village may undertake the Restoration, at the Licensee's expense, using the Village's own forces or third-party forces. The Licensee must reimburse the Village for all actual and documented costs and expenses

incurred by the Village related to the Restoration, including actual and documented administrative costs, within 45 days after receipt of an invoice of those costs and expenses from the Village. The invoice must include reasonable detail of the costs and expenses and must include receipts or other documents when available. If the Licensee fails to pay the Village within the 45-day period, then the Village may issue a written notice to the Licensee that the Village will (i) reimburse itself from the Security Fund and (ii) terminate this Agreement if payment is not received within 30 days after the date of Licensee's receipt of that written notice. If the Licensee fails to pay the Village within that 30 day period, then the Village may with advance written notice terminate this Agreement.

D. Duty to Provide Information. Within 15 days after receipt of a written request from the Village, Licensee must furnish any information requested that is necessary, as determined by the Village, for the Village's management of the public right-of-way and reasonably related to the subject matter of the Agreement or the Installation of the Fiber Facilities, the License, and any business activities related to the License or business operations of Licensee in the Village.

SECTION 5. LIABILITY AND INDEMNITY AND INSURANCE.

A. No Liability for Damage to Fiber Facilities. Unless directly and proximately caused by a willful, intentional, or malicious act of the Village, the Village will not be liable for, and the Licensee expressly waives all claims it may have against the Village for, any and all damage to or loss of the Fiber Facilities caused by the Village, its contractors, or agents. The Village will not be responsible for damage to Fiber Facilities if damaged during routine or emergent infrastructure maintenance or repair work.

B. Indemnification. To the fullest extent permitted by law, and in addition to any indemnification requirements set forth in the PROW Construction Regulations, the Licensee will hold harmless, indemnify, and defend the Village and all of its officials, officers, employees, attorneys and agents (collectively, "***Indemnified Parties***") from and against all third-party injuries, deaths, losses, damages, claims, demands, suits, liabilities, judgments, costs, and expenses, including reasonable attorneys' fees (collectively "***Claims***" and each a "***Claim***"), to the extent they arise out of, or result from, whether directly or indirectly, any act or omission of the Licensee or any of its affiliates, officials, officers, employees, agents, contractors, or subcontractors the Agreement, Installation of the Fiber Facilities, the Licensee's use of the Village's public rights-of-way, or the provision of services over the Fiber Facilities, except to the extent arising out of the negligence, willful, intentional or malicious act of the Village, its contractors or anyone acting on the Village's behalf.

C. No Limitation or Subrogation. The indemnification and defense required by this Agreement are not limited by the amount of the insurance available to either party and will not be subject to subrogation. The Licensee, as to its own acts or omissions, will, and does hereby agree to, pay all expenses, including legal fees and administrative expenses, incurred by the Village in defending itself with regard to any and all of the Indemnified Claims.

D. Insurance. The Licensee must comply with, and maintain insurance in accordance with, the insurance requirements contained in ***Exhibit D*** to this Agreement at all times when Installation is taking place and when any part of the Fiber Facilities is located within any Village public right-of-way.

E. Security. The Licensee must provide a “Security Fund” in the form of a Letter of Credit or cash in compliance with the PROW Construction Regulations and the Supplemental Requirements.

SECTION 6. TERM; TERMINATION.

A. Term of Agreement. The term of this Agreement is five years, beginning on the date the Effective Date of this Agreement (“***Initial Term***”). Following the Initial Term, this Agreement will automatically renew for successive five-year terms provided that the Licensee is in full compliance with the terms and conditions of this Agreement at the time of renewal (“***Renewal Terms***”), unless either party provides written notice to the other party that it does not wish the Agreement to renew at least 90 days before the end of the then-current Initial Term or Renewal Term. In the event this Agreement is not renewed, and upon notice from the Village, the Licensee must within not less than one hundred eighty (180) days from such notice, remove its Fiber Facilities from all Village rights-of-way, or those portions designated by the Village, and complete the Restoration of all the rights-of-way as required by this Agreement.

B. Termination of Agreement.

1. Termination by Licensee. Subject to the conditions stated in this Section 6.B.1, the Licensee may terminate this Agreement at any time and for any reason upon 30 days advance written notice to the Village of its intention to terminate; provided, however, that all unfulfilled or unfinished obligations of the Licensee under this Agreement, whether payment obligations, Restoration, or any other obligation, will survive termination, and the Licensee will continue to be responsible and liable for completion of all unfulfilled or unfinished obligations.

2. Termination by Village. Subject to the conditions stated in this Subsection B, the Village may terminate this Agreement in the event of any default which remains uncured following thirty (30) days prior written notice to the Licensee and a reasonable time to cure, provided that Licensee has commenced a cure within such thirty (30) day period and a cure is capable of being completed within a reasonable time thereafter, for any of the following causes:

- a) A material violation of any term of this Agreement.
- b) The material failure of Licensee to comply with all applicable federal, State of Illinois, or local laws, ordinances, rules, and regulations including the PROW Construction Regulations and the Supplemental Requirements.
- c) The Licensee makes a fraudulent, false, misrepresenting, or materially incomplete statement in seeking this Agreement, that is relied upon for renewal of this Agreement, or in a permit application.
- d) Installation of the Fiber Facilities is contrary to the plans and specifications approved by the Village or outside the scope of the License approved by this Agreement.
- e) The Licensee is adjudged to be bankrupt, has a receiver appointed for it, makes an assignment for the benefit of creditors, or has a significant amount of its property sold under the execution or other legal process or is seized by creditors.

- f) The Licensee transfers this License without providing the Village with notice of the transfer within 60 days after the completion of the transfer. The Licensee ceases its business operations or ceases operation of the Fiber Facilities, unless the cessation of operation was due to circumstances beyond the reasonable control of the Licensee and the Licensee resumes operations within 30 days after they were ceased.
- g) Any portion of the Fiber Facilities presents a direct or imminent threat to the public health, safety, or welfare—whether due to its location, condition, or other circumstance—and the Licensee fails to mitigate that threat promptly.
- h) Failure to provide the required traffic control during Installation; and to respond to requests from the Village to correct such deficiencies within a reasonable time.
- i) Failure to perform any Restoration as required pursuant to Section 4 of this Agreement.

As part of the termination of this Agreement by the Village, the Village will direct the Licensee as to what portion of the Fiber Facilities, if any, the Licensee must remove from the Village’s public rights-of-way. Any portion of the Fiber Facilities designated for removal must be removed by the Licensee at its expense within 180 days after the date of termination, or as otherwise agreed to by the Village, and the Licensee must restore all disturbed public rights-of-way to the standards in the PROW Construction Regulations. The Licensee must transfer to the Village all rights, title, and interest to all portions of the Fiber Facilities that remain via a bill of sale; provided, however, that even in the absence of a bill of sale, the parties explicitly agree that ownership in any Fiber Facilities abandoned in place after the termination or expiration of this Agreement, and which have not been lawfully transferred to another fiber service provider, will automatically transfer to the Village.

SECTION 7. ENFORCEMENT.

A. Enforcement. The Village and the Licensee 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 Licensee 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 any Village 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, except to the extent provided for herein.

B. Prevailing Party. In the event of a judicial proceeding brought by one party against the other party, the prevailing party in the judicial proceeding is 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. Transfer or Assignment of Agreement. This Agreement is binding on, and inures to the benefit of the Village and the Licensee their successors and assigns. Except as

stated in this Section 8, the Licensee has no right or authority to transfer or assign the License, this Agreement, or any interest in any part of the License or this Agreement without the prior, express, written consent of the Village, which consent may not be unreasonably withheld or delayed so long as the assignment has no adverse impact on the Approved ROW Locations and the assignee fully assumes all of the Licensee's obligations under the Agreement. The Licensee may assign this Agreement without consent to an affiliate or to a successor in connection with a merger, reorganization, or sale of all or substantially all of the Licensee's assets or ownership, but only so long as the assignment has no material adverse impact on the Approved ROW Locations and the assignee fully assumes all of the Licensee's obligations under the Agreement.

B. Complete Agreement; Amendments. This Agreement represents the entire agreement between the Village and the Licensee. This Agreement may be amended only in writing with the signatures of properly authorized representatives.

C. Incorporation of Exhibits. Exhibits A through D are hereby incorporated as substantive provisions of this Agreement.

D. Governing Law; Venue. This Agreement will be governed, interpreted, and construed in accordance with the laws, but not the conflicts of law rules, of the State of Illinois. The venue for any dispute between the parties will be in the Circuit Court of Cook County, Illinois, or the United States District Court for the Northern District of Illinois.

E. Taxes. Nothing contained in this Agreement will be construed to exempt the Licensee from any fee, tax, property tax levy, or assessment that is or may be hereafter lawfully imposed, and the Licensee will be responsible for the payment of any taxes assessed relative to its use of the Village's public rights-of-way or its operation of the Fiber Facilities.

F. No Waiver. The waiver by a party of a particular breach of this Agreement or the failure of a party to enforce a particular term of this Agreement at any particular time, or for any period of time, will not be construed or deemed to be a waiver any other breach or a bar from enforcing any other term.

G. Conflict. In the event of a conflict between this Agreement, the PROW Construction Regulations, or the Supplemental Requirements the term or provision that is stricter or more protective of the Village controls.

H. Notice. A notice under this Agreement must be in writing and will be deemed to be served effectively when deposited in the mail with sufficient first-class postage affixed and addressed to the party at the party's place of business. Notices must be addressed as follows:

If to Village: Village of Winnetka
Attn: Kristin Kazenas
510 Green Bay Road
Winnetka, IL 60093
Email: KKazenas@winnetka.org

With a Copy to: James J. Bernahl, P.E., CFM –
Director of Engineering/Village Engineer
Village of Winnetka Public Works

1390 Willow Road
Winnetka, IL 60093
Email: jbernahl@winnetka.org

If to Licensee: Level 3 Communications, LLC
c/o Lumen Technologies, Inc.
931 14th Street
Denver, CO 80202
Attention: Network ROW

I. Good Faith Cooperation. The Licensee and the Village agree that in the event a decision by a regulatory authority at the federal, state, or local level requires modifications of this Agreement then the Licensee and the Village will negotiate in good faith to modify this Agreement to permit each of them, to the extent practicable, to enjoy the intended benefits of this Agreement. The Licensee and the Village otherwise mutually agree to cooperate with each other in good faith to perform their duties and obligations under this Agreement.

J. Force Majeure. The Village and the Licensee will not be responsible for any failure to perform or delay in performance due to unforeseen circumstances or due to a cause beyond the party's control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authorities, fire, floods, or accidents.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS THEREOF, the Village and the Licensee have caused this Agreement to be signed by their duly authorized representatives as of the Effective Date.

ATTEST:

VILLAGE OF WINNETKA

By: _____

By: _____

ATTEST:

LEVEL 3 COMMUNICATIONS, LLC

By: _____

By: _____

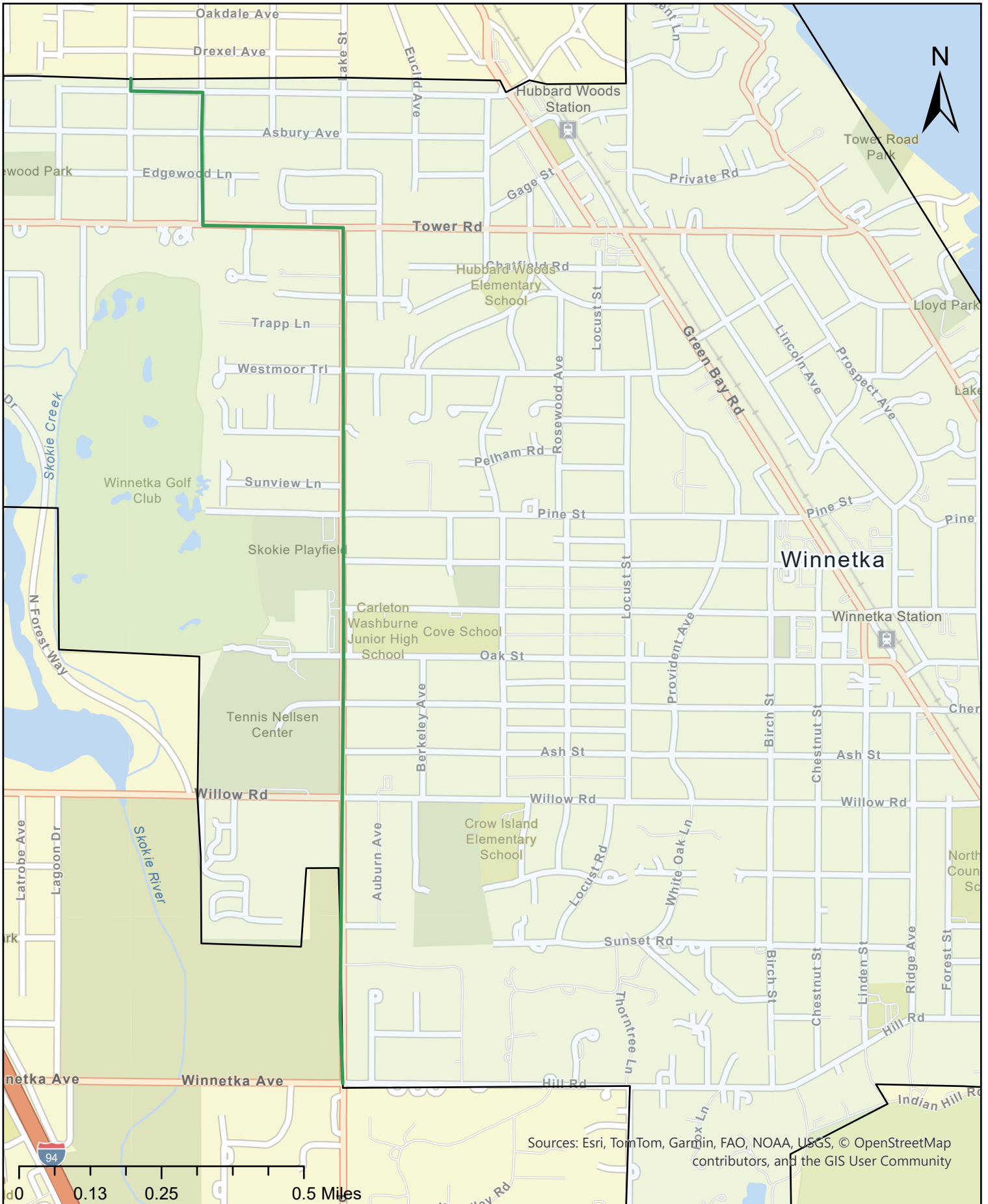
Title: _____

Its: _____

EXHIBIT A

APPROVED PROW LOCATIONS FOR FIBER FACILITIES

Level 3 Proposed Work in Winnetka, IL



Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

Legend

- Proposed
- Winnetka

Length of proposed = 11,245'

EXHIBIT B

SUPPLEMENTAL REQUIREMENTS FOR PUBLIC RIGHT-OF-WAY FIBER INSTALLATIONS

The following requirements are supplemental to, and shall be read in concert with, the requirements of the Village's PROW Construction Regulations. In the event of a conflict between the PROW Construction Regulations and these Supplemental Requirements, the requirement that is stricter or more protective of the Village governs.

- **Time Limit on Permit Validity:** No PROW construction permit will remain open beyond the time limits set forth below:
 - If work has not commenced on the installation within 90 days after the date of permit issuance, the permit will be cancelled and a new permit application and fee for installation in same location will be required.
 - If installation has commenced but not been completed within 180 days after the date of permit issuance, the permit will be cancelled, all ongoing work will cease, and the Village will be authorized to commence site restoration, including reimbursement of its costs from the restoration deposit.

Municipal Facilities: All PROW construction permit applications must identify all municipally-owned facilities that will be located within construction area and eligible for fiber installation.

- **Security Fund:** A security fund/restoration deposit based off of a rate of \$7.50 per linear foot of proposed installed fiber, per permit will be required to be provided to the Village as a precondition of the issuance of a PROW construction permit. The security fund may be made in the form of a cash deposit or a letter of credit in a form acceptable to the Village. The Security Fund will be returned to the Licensee upon completion of installation, restoration, inspection and approval of the restored PROW and closing out of the permit by the Village. In the event the Security Fund is depleted due to the Village reimbursing itself for consultant or restoration expenses, the Village will have the right to issue a stop work order on any permits the Licensee currently holds. Licensee shall replenish the Security Fund in an amount acceptable to the Village Manager before the Village is required to lift the stop work order.
- **Reimbursement of Municipal Third-Party Costs:** Licensee will reimburse the Village for any actual and documented costs incurred for third-party consultants retained by the village to inspect permit applications, plans, or work sites for compliance with the ROW Construction Regulations and these supplemental requirements. Prior to engaging such consultants, the Village shall provide the Licensee with a written summary of consultant's scope of work, time estimate for work, and hourly/daily rates.

Exhibit B

Supplemental Construction and Restoration Requirements

- Directional Boring or Jacking Required: All installations of Fiber Facilities must be conducted through directional boring or jacking rather than open trench installation unless approved by Village Engineer or Village inspector.
- Location of Fiber Facilities: All installation of the Fiber Facilities must be made in existing easements on either (i) private property (e.g. in back yards) where easements are available or (ii) within public rights-of-way. Where possible, Fiber Facilities should be installed to run parallel and same general location to other fiber/cable installations to keep “like with like.”
- Tree Protection: Licensee must protect trees located in the PROW and impacted by the Installation in accordance with the tree protection requirements of Section 14.04.170 of the Village Code (Tree Preservation and Protection).
- Local Representatives: Licensee will designate an employee or agent of the Licensee who is able to be on-site at an installation location within 24 hours’ time to address and resolve issues. Licensee will designate the construction contractor’s representative who is on-site at all time during the installation of the Fiber Facilities to address and resolve immediate issues. The contractor’s representative and/or licensee designated employee shall submit weekly progress reports to the Village. Progress meetings shall be scheduled at the Village’s request.
- Pre-Dig Meetings: Licensee’s Local Representative and its installation contractor must participate in pre-dig meetings with the municipality’s designated representative.
- Televising of Impacted Municipal Utilities: Prior to installation of the Fiber Facilities, and again after completion, the Licensee shall televise each impacted sanitary and storm sewer main, including a view of all lateral lines within the affected area. The Licensee shall retain the footage for a minimum period of 2 year and provide copies to the Village upon written request. Upon receipt of the footage, the Village shall review and provide written approval or comments within ten (10) business days. Failure to respond within this timeframe shall be deemed acceptance of the footage and compliance with this requirement. No additional work or costs beyond the approved scope shall be undertaken without the Licensee’s written consent.
- Conduits. The Licensee must label each conduit it installs, with clear indication of Licensee’s ownership of conduit, per Village’s direction.
- Notice to Impacted Property Owners: Licensee will provide written notices, in the form of door hangers or physically posted letters, to notify private property owners of dates and scope of installation activities that will impact their properties. Such notices will provide property owners with email and telephone contact information for both the Licensee’s Representative and the installation contractor.

Exhibit B

- Restoration Requirements: Restoration must be completed within five (5) business days after installation of Fiber Facilities on a block (from intersecting/ intercepting street to intersecting/ intercepting street) is completed; subject to adverse weather conditions.
- Relocation of Fiber Facilities: Relocation of Fiber Facilities shall be conducted and costs allocated in the manner set forth in the PROW Construction Regulations.
- Record Drawings: Licensee shall furnish the Village with as-built drawings in PDF format.

Exhibit B

EXHIBIT C
FIBER FACILITY SPECIFICATIONS

Exhibit C

BULK848I07204

BULK HDPE STRUCTURAL FOAM VAULT SHIELD X COMPOSITE COVER



DIMENSIONS & LOAD RATING:

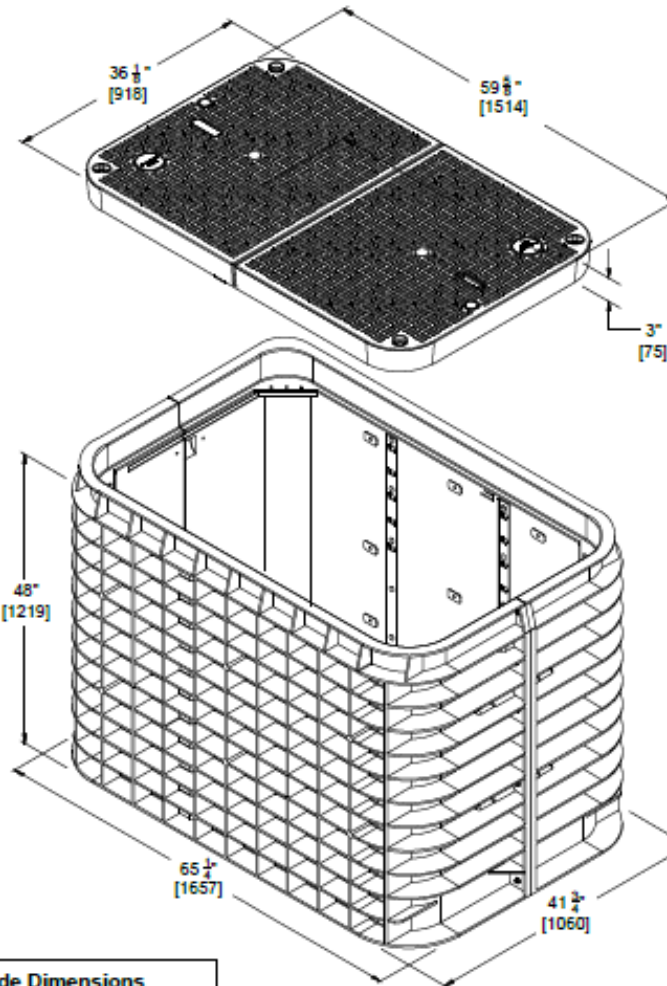
- 36" x 60" x 48" (nominal inside dimensions, actual dimensions on drawing)
- SHIELD Cover- Tier 22 Load Rating (ANSI/SCTE 77): 33,750 lb Test Load
- BULK Vault- 60,000 lbs

FEATURES:

- Four (4) 304 Stainless Steel Hex-head 9/16" Cover Auger Bolts
- Four (4) Non-Seizing Fastening System, Field Replaceable
- Four (4) Embedded Composite Rack Support
- (2) Lift Slots (2-3/4" x 3/4") with Field Replaceable Stainless-Steel Pin
- (1) CenturyLink Logo Disc
- (1) Locatable Marker

WEIGHT & SHIPPING:

- Cover Weight- 180 lbs (90 lbs per half)
- Box Weight- 274 lbs
- Assembly Weight- 454 lbs
- 2 per pallet, 36 per truckload



Anti-Slip Tread Pattern

Inside Dimensions

Width	Length	Depth
34-3/4" (883)	58-1/4" (1480)	44-5/8" (1133)

EXHIBIT D

MINIMUM INSURANCE COVERAGES

Source: Winnetka Village Code Sec. 14.04.080. - Insurance.

- (a) *Required coverage and limits.* Unless otherwise provided by franchise, license, or similar agreement, each utility occupying right-of-way or constructing any facility in the right-of-way shall secure and maintain the following liability insurance policies insuring the Licensee as named insured and naming the village, and its elected and appointed officers, officials, agents, and employees as additional insureds on the policies listed in subsections (a)(1) and (2) of this section:
- (1) Commercial general liability insurance, including premises-operations, explosion, collapse, and underground hazard (commonly referred to as "X," "C," and "U" coverages) and products-completed operations coverage with limits not less than:
 - a. \$5,000,000.00 for bodily injury or death to each person;
 - b. \$5,000,000.00 for property damage resulting from any one accident; and
 - c. \$5,000,000.00 for all other types of liability;
 - (2) Automobile liability for owned, non-owned and hired vehicles with a combined single limit of \$1,000,000.00 for personal injury and property damage for each accident;
 - (3) Worker's compensation with statutory limits; and
 - (4) Employer's liability insurance with limits of not less than \$1,000,000.00 per employee and per accident. If the Licensee is not providing such insurance to protect the contractors and subcontractors performing the work, then such contractors and subcontractors shall comply with this subsection (a)(4).
- (b) *Excess or umbrella policies.* The coverages required by this section may be in any combination of primary, excess, and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following-form basis such that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss.
- (c) *Certificates and Copies of Policies.* License will provide the Village with certificates of insurance for all required coverages at the time it submits permits for installation. Licensee facilitate an in person, electronic review of required insurance policies, redacted at Level 3's sole discretion.

Exhibit D

- (d) *Maintenance and renewal of required coverages.*
 - (1) The insurance policies required by this section shall require that the Village be provided with no less than 30 days advanced notice of cancellation or non-renewal of any policy in accordance with the notice provisions of this Agreement.
 - (2) Upon renewal of insurance policy, the Licensee shall obtain and furnish to the village evidence of replacement insurance policies meeting the requirements of this section.
- (e) *Self-insurance.* A utility may self-insure all or a portion of the insurance coverage and limit requirements required by subsection (a) of this section. A utility that self-insures is not required, to the extent of such self-insurance, to comply with the requirement for the naming of additional insureds under subsection (a) of this section, or the requirements of subsections (b), (c) and (d) of this section. A utility that elects to self-insure shall provide to the village evidence sufficient to demonstrate its financial ability to self-insure the insurance coverage and limit requirements required under subsection (a) of this section, such as evidence that the Licensee is a private self-insurer under the Workers Compensation Act.
- (f) *Effect of insurance and self-insurance on utility's liability.* The legal liability of the Licensee to the village and any person for any of the matters that are the subject of the insurance policies or self-insurance required by this section shall not be limited by such insurance policies or self-insurance or by the recovery of any amounts thereunder.
- (g) *Insurance companies.* All insurance provided pursuant to this section shall be effected under valid and enforceable policies, issued by insurers legally able to conduct business with the licensee in the State.



Agenda Item Executive Summary

TITLE: Ordinance No. M-07-2026: Granting a Special Use Permit for the Operation of an Audiology Medical Office Within the C-2 Commercial Overlay District of the Village (730 Elm Street, Suite 120) (Introduction/Adoption)

PRESENTER: Scott Mangum

AGENDA DATE: May 5, 2026

CONSENT: No

ITEM TYPE: Ordinances and Resolutions

ITEM HISTORY:

On April 21, 2026, the Village Council considered the Plan Commission (“PC”) recommendation regarding an application submitted by DUET Audiology Clinic (the “Applicant”), as the prospective lessee of the commercial space located at 730 Elm Street, Suite 120 (the “Subject Property”), seeking approval of a special use permit to operate a medical office in the Commercial Overlay District on the Subject Property.

Following discussion, the Village Council provided policy direction requesting that the Village Attorney and staff prepare an ordinance approving the request.

EXECUTIVE SUMMARY:

INTRODUCTION

On May 5, 2026, the Village Council is scheduled to consider Ordinance No. M-07-2026, An Ordinance Granting a Special Use Permit for the Operation of an Audiology Medical Office within the C-2 Commercial Overlay District at 730 Elm Street, Suite 120 (**Attachment 1**). If approved, the Applicant would establish a Winnetka location of an existing audiology clinic and wellness center that currently operates out of Lake Forest and Northfield, with the Northfield office relocating to the Subject Property.

ADVISORY BOARD/PLAN COMMISSION REVIEW

The PC considered the request at its March 25, 2026, meeting. After hearing from the Applicant and receiving four written comments from the public, the PC discussed the request. The PC commented favorably on the business itself, however, some members expressed concern that the business in the proposed location does not meet the standards for granting a special use. Commission members asked about the potential volume of clients and length of appointment time, along with inquiring about the specifics of non-retail offerings and services. The Commission members also asked the property owner representative whether the approved off-street parking allotment for the building would be sufficient for the proposed use and the other previously approved uses. The Commission members discussed how much of the proposed business activity would be typical audiology clinic services versus the innovative

“experiential retail” that the Applicant described. Commission members also expressed concern about the agglomeration of special uses and non-retail businesses within the One Winnetka building. Commission members were ultimately concerned about the proposed audiology clinic’s ability to contribute to the district’s retail environment and generate foot traffic for the surrounding area.

After concluding its discussion, by a vote of 6-0, the PC recommended denial of the request based on the Commission’s findings of fact below that the proposed medical office in the Commercial Overlay District at 730 Elm Street, Suite 120 is *not consistent* with the following standards for granting Special Use Permits in the commercial Overlay District:

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;
5. Adequate parking, utilities, access roads, drainage, and other facilities necessary to the operation of the Special Use exists or are to be provided;
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 standards listed above are by the number from the "Standards for Review/Findings" section of the staff report for the March 25 PC meeting. Details of the request can be found in the attached staff report to the PC. For additional details, please reference this report as well as the draft minutes of the March 25 PC meeting, which are included as **Attachment 2**. Additional public comments that were received in advance of the March 25 PC meeting, but after the publication of the PC agenda packet, are included as **Attachment 3**. One additional written comment from the public that was provided to the Village Council in advance of the April 21, 2026, meeting but not included in the agenda packet is provided as **Attachment 4**.

The property owner and Applicant presented additional information (**Attachment 5**) at the April 21, 2026, Village Council meeting regarding the use, operations, benefits to the Village, and compatibility with surrounding businesses. Following discussion, the Village Council provided policy direction requesting that the Village Attorney and staff prepare an ordinance (**Attachment 1**) approving the request.

RECOMMENDATION:

Given the Village Council provided policy direction at its April 21, 2026, meeting, the Council may wish to (a) consider waiving introduction of Ordinance No. M-07-2026 and consider adoption of the Ordinance, OR (b) consider only introduction of Ordinance No. M-07-2026.

ATTACHMENTS:

1. Attachment 1: Ordinance No. M-07-2026: Granting Special Use Permit for the Operation of an Audiology Medical Office Within the C-2 Commercial Overlay
2. Attachment 2: March 25, 2026, PC Meeting Staff Report and Meeting Minutes
3. Attachment 3: Public Correspondence Received After Posting of March 25, 2026, PC Agenda Packet
4. Attachment 4: Public Correspondence Not Included in April 21, 2026, Village Council Agenda Packet

5. Attachment 5: April 21, 2026, PowerPoint Presentation, prepared by Murphy Development Group, LLC

ATTACHMENT 1

ORDINANCE NO. M-07-2026

**AN ORDINANCE GRANTING A SPECIAL USE PERMIT
FOR THE OPERATION OF AN AUDIOLOGY MEDICAL OFFICE WITHIN
THE C-2 COMMERCIAL OVERLAY DISTRICT OF THE VILLAGE
(730 Elm Street, Suite 120)**

WHEREAS, DUET Audiology Clinic (“*Applicant*”) is the prospective lessee of the property commonly known as 730 Elm Street, Suite 120, 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, the Applicant desires to operate a medical office for an audiology practice (“*Medical Office*”) at the Subject Property, which, 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*”), 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 previously 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 January 12, 2026, the Applicant filed an application for a special use permit to operate the 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 the Applicant; and

WHEREAS, on February 25, 2026, the Plan Commission initially considered the Special Use Permit and continued the item to its March 25, 2026 meeting to allow for an updated staff report regarding special use standards; and

WHEREAS, on March 25, 2026, after due notice, the Plan Commission conducted a public hearing and, by a vote of six to zero, recommended denial of the request (“*Denial*”) based on findings that the use was inconsistent with certain standards regarding parking and the retail continuity of the Overlay District; and

WHEREAS, the Village Council considered the Denial and additional information provided by the Applicant and Owner at its meeting on April 21, 2026; 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, subject to the terms and conditions of this Ordinance;

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 the Applicant to allow the operation of the Medical Office by the 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 the Applicant with the following conditions:

- A. **Compliance with Regulations.** The development, use, and maintenance of the Subject Property must comply at all times with all applicable Village codes and ordinances, as they have been or may be amended over time.
- B. **Reimbursement of Village Costs.** In addition to any other costs, payments, fees, charges, contributions, or dedications required under applicable Village codes, ordinances, resolutions, rules, or regulations, 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.
- 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 Plan prepared by Valerio Dewalt Train, consisting of one sheet, with a latest revision date of January 15, 2026, 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 15 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, the Applicant, Owner, and each of their heirs, representatives, successors, and assigns.

SECTION 5: FAILURE TO COMPLY. Upon the failure or refusal of the 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 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 be amended from time to time. Further, in the event of such revocation, the Village Manager and Village Attorney are 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 the 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 the 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 the 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 the 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 5th day of May, 2026, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this ___ day of _____, 2026.

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 _____, 2026.

Introduced: _____, 2026

Passed and Approved: _____, 2026

EXHIBIT A
LEGAL DESCRIPTION OF SUBJECT PROPERTY

LOT 1 IN ONE WINNETKA SUBDIVISION BEING A RESUBDIVISION OF PART OF LOT 1 IN PROUTY HOMESTEAD SUBDIVISION, TOGETHER WITH A PART OF BLOCK 24 IN WINNETKA, BOTH SUBDIVISIONS IN THE NORTHEAST ¼ OF SECTION 20, AND THE FRACTIONAL NORTH ½ OF FRACTIONAL SECTION 21, TOWNSHIP 24 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as 730 Elm Street, Suite 120, Winnetka, Illinois.

PINs:

05-20-213-004-0000

05-20-213-005-0000

05-20-213-006-0000

05-21-109-003-0000

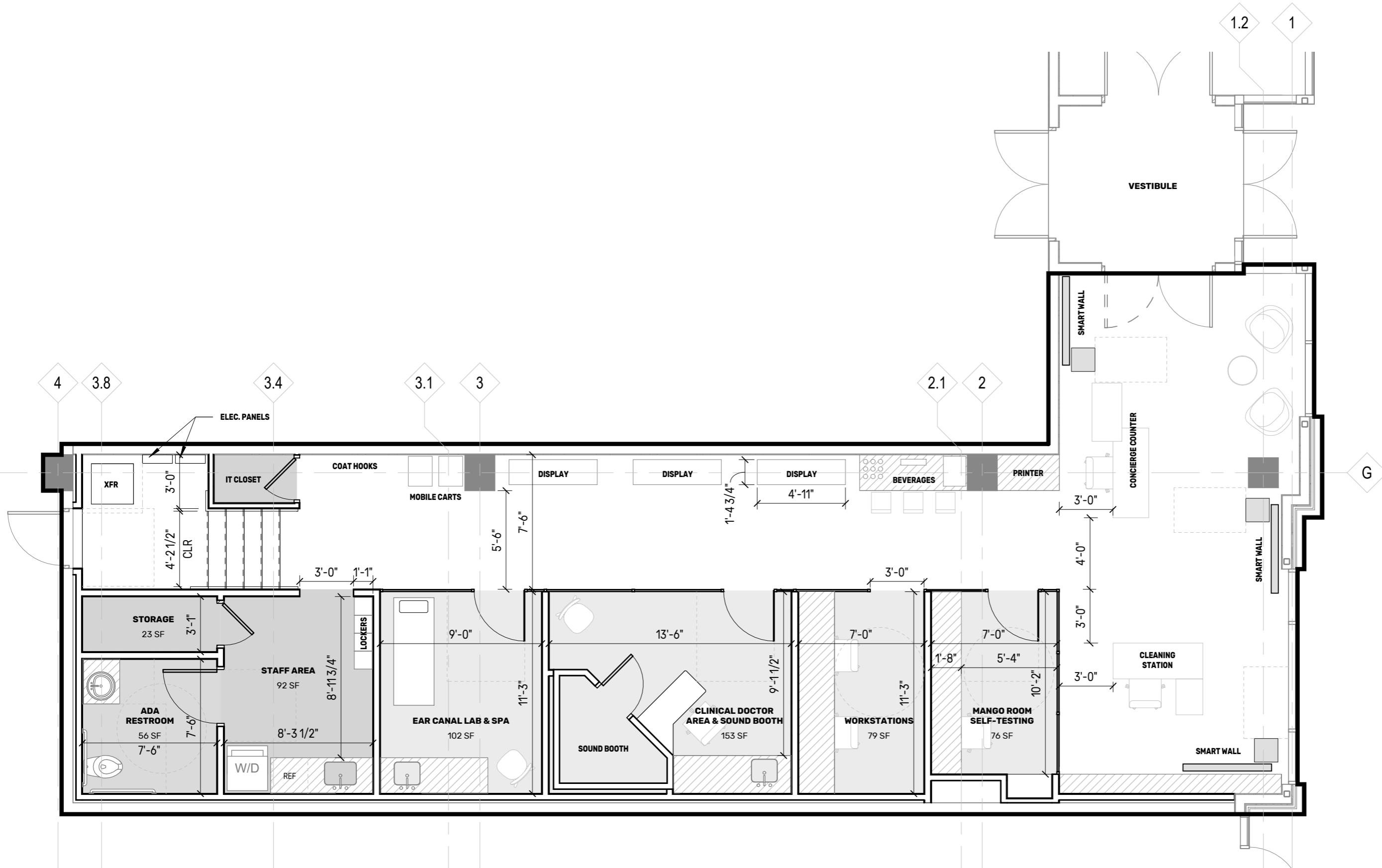
05-21-109-012-0000

05-21-109-017-0000

EXHIBIT B
FLOOR PLAN

(SEE ATTACHED EXHIBIT B)

DUET - WINNETKA



Project Address

723 Elm St
Winnetka, IL 60093

Project Number

25079.00

Date

1/15/2026

Sheet Name

REVISED FLOOR PLAN

Sheet Number

ASK-04

EXHIBIT C

UNCONDITIONAL AGREEMENT AND CONSENT

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

WHEREAS, DUET Audiology Clinic ("*Applicant*"), is the prospective lessee of the property commonly known as 730 Elm Street, Suite 130, Winnetka, Illinois ("*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, the Applicant desires to operate a medical office for an audiology practice ("*Medical Office*") at the Subject Property; and

WHEREAS, Ordinance No. M-07-2026, adopted by the Village Council on _____, 2026 ("*Ordinance*"), grants a special use permit to the Applicant for the operation of a Medical Office at the Subject Property within the 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 the 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, the Applicant and Owner do hereby agree and covenant as follows:

1. The 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. The 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. The 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 the Applicant or Owner against damage or injury of any kind and at any time.

4. The 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. The 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: _____, 2026

ATTEST:

DUET AUDIOLOGY CLINIC

By: _____

By: _____

Its: _____

Its: _____

ATTEST:

MDG WINNETKA ONE, LP

By: _____

By: _____

Its: _____

Its: _____



**MEMORANDUM
VILLAGE OF WINNETKA**

COMMUNITY DEVELOPMENT DEPARTMENT

TO: PLAN COMMISSION
FROM: SCOTT MANGUM, AICP, COMMUNITY DEVELOPMENT DIRECTOR
CHRISTOPHER MARX, AICP, ASSOCIATE PLANNER
DATE: MARCH 18, 2026
SUBJECT: 730 ELM STREET, SUITE 120 - DUET AUDIOLOGY CLINIC
SPECIAL USE PERMIT (CASE NO. 26-05-SU)

INTRODUCTION

On March 25, 2026, the Plan Commission (“PC”) is scheduled to hold a public hearing to consider an application submitted by DUET Audiology Clinic (the “Applicant”), as the prospective lessee of the property located at 730 Elm Street, Suite 120 (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 currently operates similar audiology clinics in Lake Forest and Northfield and is looking to relocate the Northfield clinic to the Subject Property.

This item was originally scheduled for the February 25, 2026, PC meeting; however, as explained below, the PC continued the item to the March 25, 2026, PC meeting. A sign was posted on the Subject Property and a website notice was posted on the Village website indicating the time and date of the original PC public hearing. A mail notice was also sent to property owners within 500 feet of the Subject Property informing them of the original public hearing date. As of the date of this memo, staff has received one written comment from the public regarding this application which is included as **Attachment C**.

FEBRUARY 25, 2026, PLAN COMMISSION MEETING

On February 25, 2026, the Plan Commission continued the item, without objection or discussion, to its March 25, 2026, meeting to allow an updated staff report to further explain standards used to evaluate the application. A copy of the draft February 25 Plan Commission meeting minutes is included in the March 25 agenda packet for the Plan Commission’s consideration.

As stated by the Chair at the February 25 meeting, this request is important as it relates to the One Winnetka Development and particularly the uses allowed on the first floor of the One Winnetka Building. As the Plan Commission’s discussion and vote on the SolidCore proposal, and as shown in the Village Council’s deliberations on that request, there are significant issues and concerns regarding non-retail uses on the first floor and the special use standards that must be met for these requests. The Village Council will ultimately resolve those issues when the request is reviewed for a final decision. At this point, however, the Applicant has supplied as part of its application materials a narrative addressing how this proposal complies with all

twelve (12) standards. The Village Staff and Village Attorney recommend that the Plan Commission evaluate the proposed use utilizing those twelve (12) standards.

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 720-736 Elm Street and 515-525 Lincoln Avenue (newly assigned addresses), often referred to as *One Winnetka*, located on the southeast corner of the intersection of Elm Street and Lincoln Avenue. The approximately 1,565 square-foot space at 730 Elm Street, Suite 120 is a portion of the 20,955 square feet of commercial space in the One Winnetka building and is on the eastern portion of the building's north facing commercial space. To date, the other tenants within the development that have received approvals are the Winnetka Aesthetic Studio medical office and a Charles Schwab financial services office. The Solidcore fitness studio special use permit application was before the Village Council on February 17, 2026, for policy direction and is anticipated to return to the Village Council at a future date with additional information about parking demand and class schedules. A full-service restaurant is expected to occupy the northwestern space on the first floor near the street intersection with a quick-casual format restaurant occupying the remaining tenant space. There will also 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 below and on the following page identify the One Winnetka site and the proposed location of the medical office.

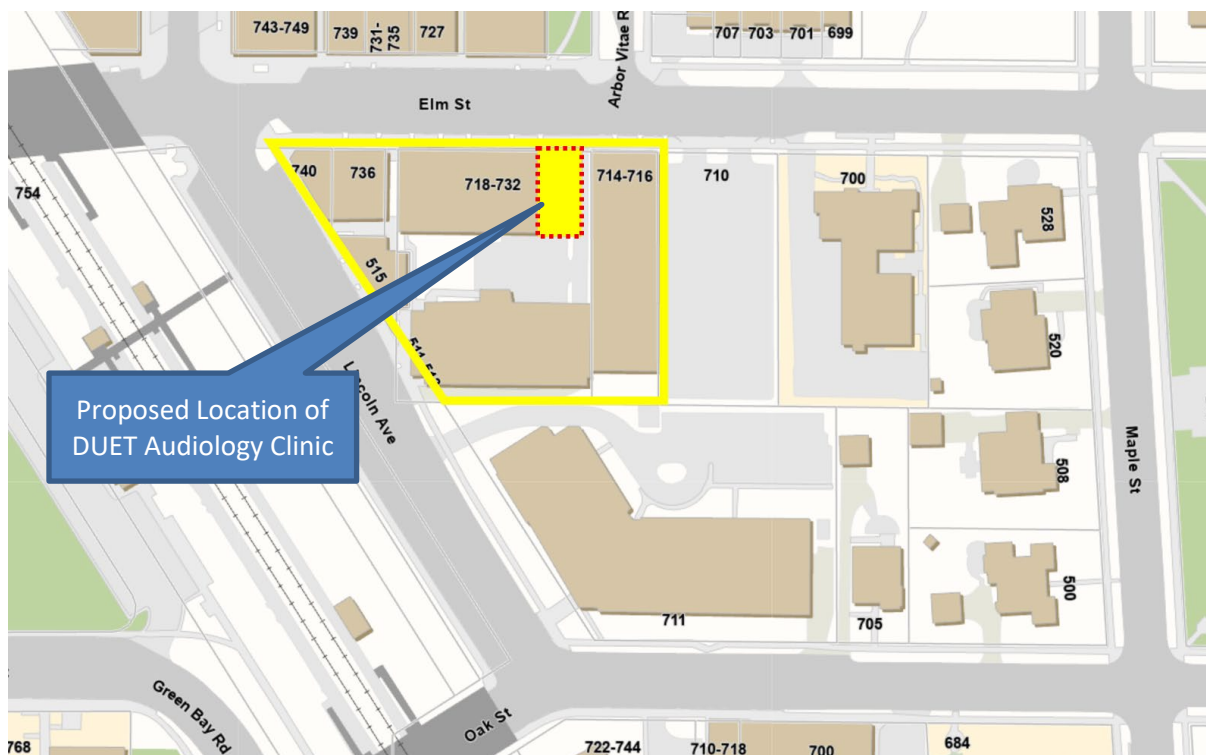


Figure 1 – One Winnetka Site – GIS Map

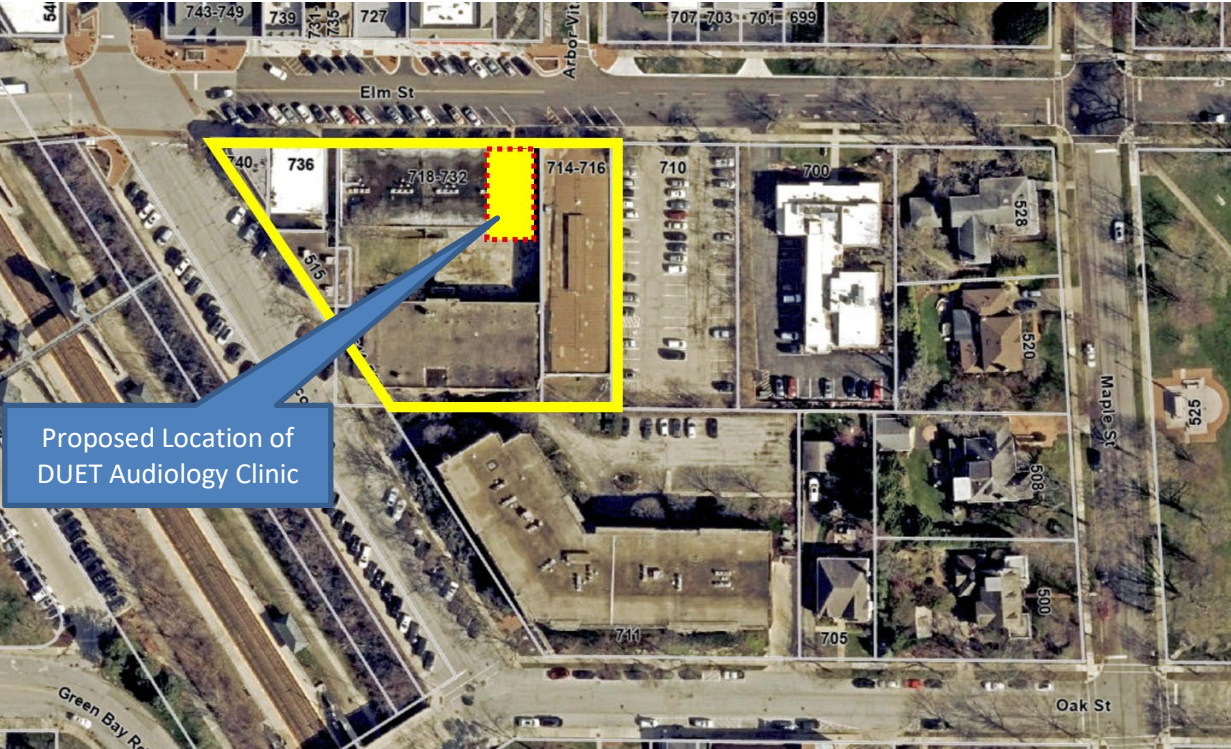


Figure 2 – One Winnetka Site - Aerial Location Map



Figure 3 – One Winnetka – North Facing Elm Street Façade

COMMERCIAL OVERLAY DISTRICT BACKGROUND

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

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

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

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

ELM STREET BUSINESS DISTRICTS OVERLAY BOUNDARIES

A map depicting the zoning classifications of the Elm Street Business Districts is included on the following page as Figure 4. The One Winnetka site is highlighted yellow.

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

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

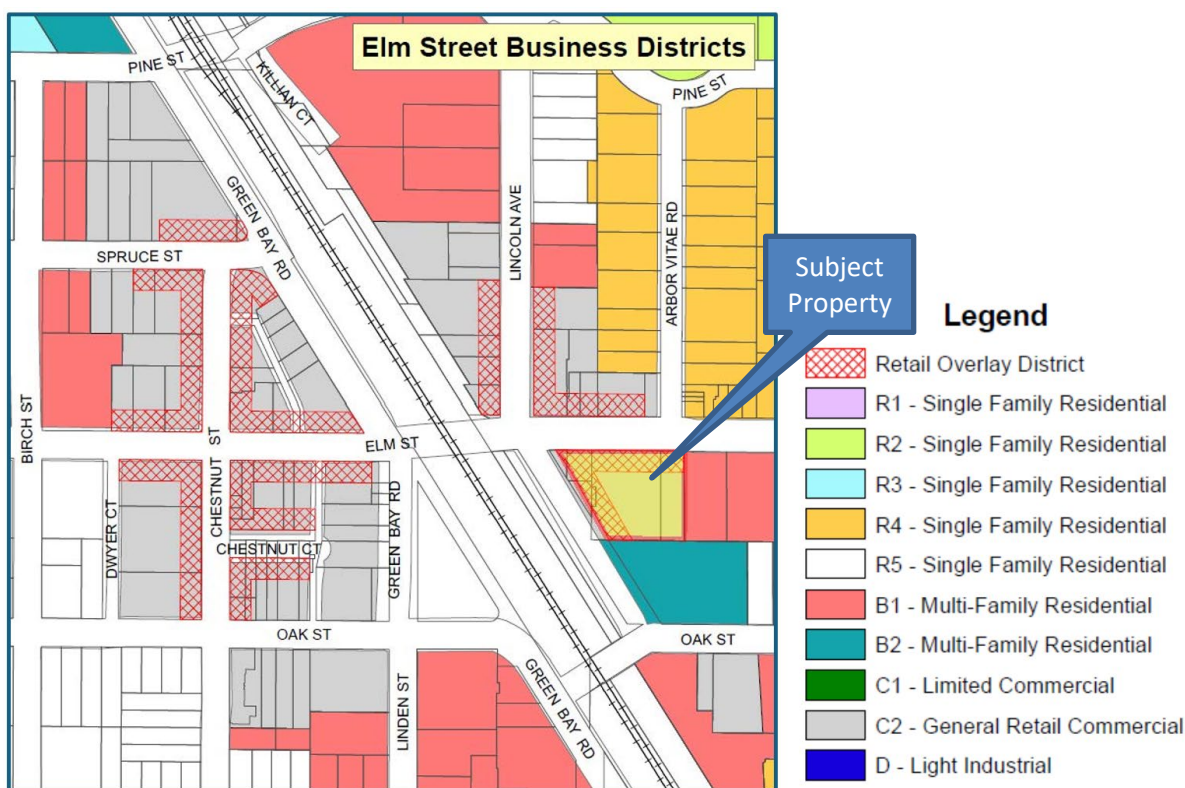


Figure 4 – Elm Street Business Districts

PREVIOUS APPROVALS

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.

According to Ordinance M-01-2025, the location and amount of space occupied by medical uses and

financial service uses in the One Winnetka building 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.

There have been three other special use permit applications submitted for the One Winnetka building, two of which have been approved by the Village Council and one that is pending:

1. Charles Schwab. 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 for Charles Schwab financial services to occupy office space at 720 Elm Street.
2. Winnetka Aesthetic Studio. On December 2, 2025, the Village Council adopted Ordinance M-18-2025, an Ordinance Granting a Special Use Permit for the Operation of a Medical Office Within the C-2 Commercial Overlay District, which approved the special use permit for Winnetka Aesthetic Studio to occupy commercial space at 730 Elm Street, Suite 130.
3. Solidcore. On January 28, 2026, the Plan Commission considered a special use permit application submitted by Solidcore fitness studio and by a vote of 5-3 recommended denial of the request. The application was before the Village Council initially on February 17 and again on March 3, 2026, at which time the Council voted to direct the Village Staff and Village Attorney to prepare an ordinance granting the requested special use subject to certain conditions. The Council is scheduled to consider the approval ordinance at its meeting on March 19, 2026.

DESCRIPTION OF CURRENT REQUEST

The Applicant is proposing to open a medical office in the One Winnetka building for an audiology practice that would specialize in hearing-related medical treatment using a wide range of technologies, therapies, and techniques that the Applicant describes as holistic and preventative care. The proposed audiology clinic would occupy approximately 1,565 square feet towards the eastern center of the One Winnetka building with approximately 28 feet of street frontage along Elm Street. Access into the tenant space would be through a shared entrance vestibule that would also be used by Winnetka Aesthetic Studio and a quick-casual format restaurant. The front of the clinic would be an open greeting area with a concierge desk and seating area, with offices, workstations, and exam rooms located down the hallway towards the back of the space. The proposed medical office use, and the other previously approved uses, would comply with the location and size limitations outlined earlier in this report. No individual medical use would be greater than 3,250 square feet in size and in aggregate the proposed medical and financial services uses would total 8,585 square feet, which is less than the maximum of 9,750 square feet allowed. The Applicant’s written description of the proposed use is included in the application materials which are provided as **Attachment A**.

The audiology clinic would have business hours between 8:30am and 4:30pm from Monday through Friday with occasional appointments on one or two Saturdays each month. The audiology clinic would have a maximum of 8 occupants between employees and patients in any given hour, with 3 to 5 employees and 2 to 3 patients, and an average of 8 to 10 appointments per day with occasional walk-in visits, in a clinical environment that the Applicant describes as low volume. Some of the services that would be offered include diagnostic hearing evaluations, hearing aid consultations, hearing-related massage therapy, a proprietary ear-to-brain fitness system for music training, and related audiology care. The audiology clinic would provide retail offerings towards the front of the office with products related to its practice including hearing protection earmuffs, headphones, hearing aids, therapeutic goggles, small musical instruments and musical accessories.

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 parking spaces 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. The Applicant indicates that some employees and patients will also take advantage of the Winnetka stop on the Union Pacific North Metra line that is immediately adjacent to the One Winnetka Building.

Figure 5 on the following page highlights the commercial space the Applicant is proposing to occupy in the north section of the One Winnetka building. **Figure 6** shows the proposed floor plan and layout for the audiology clinic.

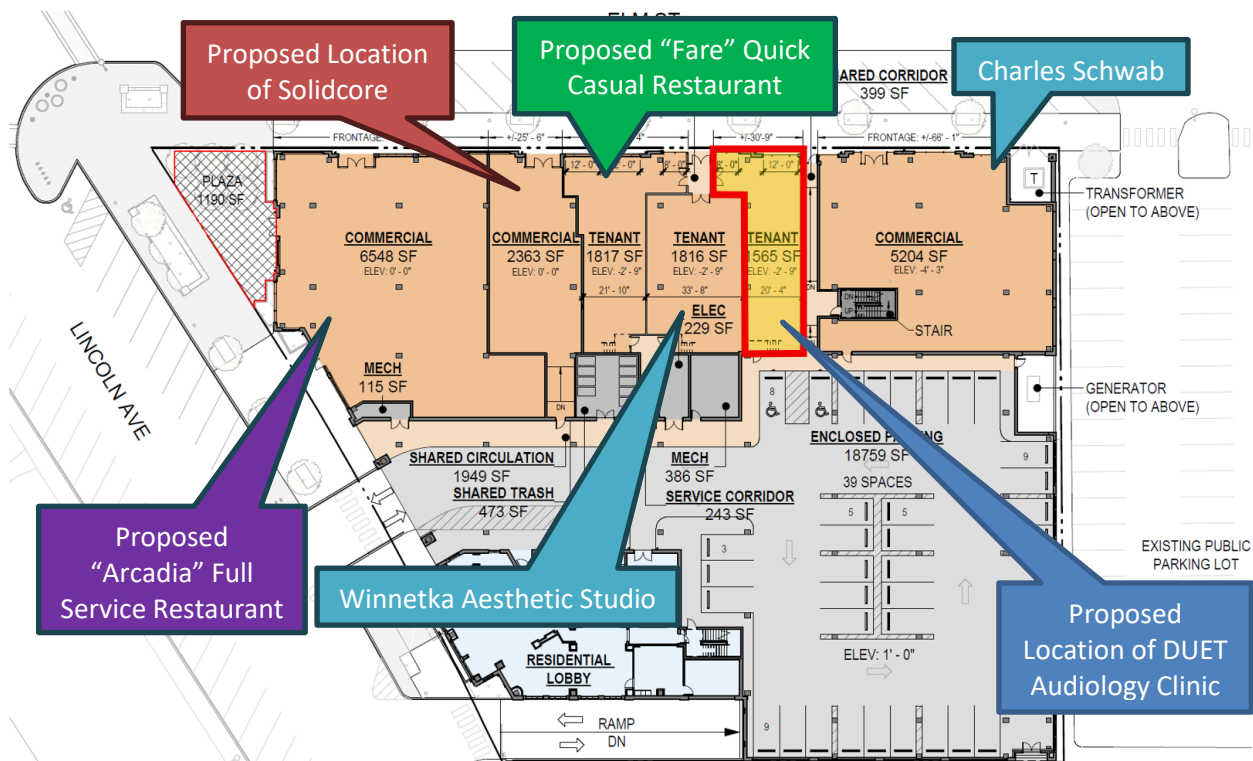


Figure 5 – One Winnetka Ground Level Plan

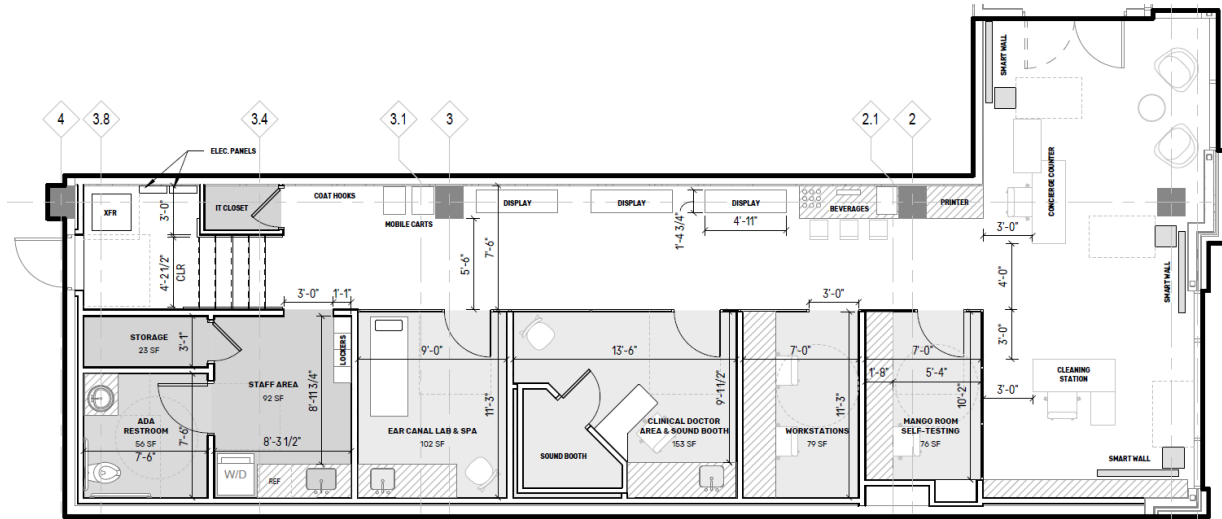


Figure 6 – Excerpt of Proposed Floor Plan

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 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. Although the previous approval granted by Ordinance M-01-2025 refers to certain standards in the context of a proposed medical office use, such as the Applicant’s proposed use, the Applicant has supplied as part of its application materials a narrative addressing how this proposal complies with all twelve (12) standards. Accordingly, Village Staff and the Village Attorney recommend that the Plan Commission review and consider the Applicant’s proposed use in light of all twelve standards listed below:

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, DUET Audiology Clinic, to operate a medical office at 730 Elm Street, Suite 120 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

Attachment C: Public Correspondence

ATTACHMENT A

Village of Winnetka
SPECIAL USE PERMIT – C2 COMMERCIAL OVERLAY APPLICATION

VILLAGE OF WINNETKA, ILLINOIS
DEPARTMENT OF COMMUNITY DEVELOPMENT

SPECIAL USE PERMIT APPLICATION
C-2 COMMERCIAL OVERLAY

Case No. 26-05-SU

Property Information

Site Address: 730 Elm Street, Suite 120, Winnetka, Illinois

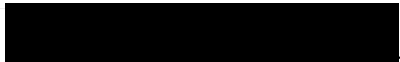
Proposed type of occupancy: Retail & Medical

Applicant Information

Name: DUET

Address: 267 E. Westminster

City, State, ZIP: Lake Forest, IL 60045

Applicant Signatu 

Primary Contact: Lori Halvorson

Phone No. 

Email: drhalvorson@lakeforesthearing.com

Date: 11/03/2025

Attorney Information

Name: Moorehead Law Group

Primary Contact: Jamie Moorehead

Address: 230 Northgate Street, #571

City, State, ZIP: Lake Forest, IL 60045

Phone No. 773.750.2179

Email: jmoorhead@moorhead-law.com

Architect Information

Name: Grund & Riesterer Architects, Inc.

Primary Contact: Chuck Reisterer

Address: 20 North Wacker Drive, Suite 2418

City, State, Zip: Chicago, IL 60606

Phone No. 312213-8310

Email: cpr@gnrarch.com

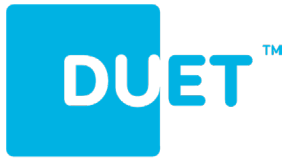
Property Owner Acknowledgment

I hereby certify that I am the owner of the property located at 730 Elm Street, Winnetka, IL, and have provided the attached proof of ownership.
(address)

I consent to the filing of an application for a Special Use Permit by DUET.

Property Owner Signature:  *(Applicant name)*

Printed Name: John T. Murpny / U
Date: 01/12/2026



Healthy Hearing – Healthy Brain

DUET: Bringing Innovative Ear to Brain Wellness to the Village of Winnetka

Dear Members of the Village of Winnetka,

I am proud to introduce DUET, an innovative Ear to Brain wellness concept designed to strengthen cognitive health, enhance communication, and promote lifelong hearing vitality for residents of all ages.

DUET is not a traditional audiology clinic. Our model is rooted in neuroscience research from the Brainvolts Laboratory at Northwestern University, translating leading-edge research on auditory brain health into accessible, community-based care.

After successfully piloting our concept in Lake Forest, we are excited to bring this one-of-a-kind Ear to Brain care experience to Winnetka, a community known for its commitment to education, wellness, and innovation. The DUET experience itself was thoughtfully designed in collaboration with our designers in Switzerland, blending science, aesthetics, and sensory engagement.

Why DUET Aligns with Winnetka's Values

Winnetka has long prioritized:

- Lifelong learning
- Public health and wellness
- Strong intergenerational community ties
- Support for families and aging residents

DUET directly supports these priorities by focusing on functional hearing, cognitive resilience, and social connection — three pillars that significantly influence quality of life and healthy aging.

Hearing loss is increasingly recognized as a modifiable risk factor for cognitive decline. By addressing auditory health proactively, we help residents remain engaged, independent, and socially connected.

What DUET Offers the Community

Preventive Ear to Brain Care

Comprehensive evaluations that go beyond hearing thresholds to assess auditory processing and cognitive listening demands.

Brain-Strengthening Programs

Evidence-informed auditory training is designed to improve speech clarity in noise, attention, and neural timing.

Stress-Reducing Music Therapies

Programs that support overall wellness and cortisol regulation.

Precision Hearing Technology

Prescriptive fittings and hearing longevity consultations to ensure safe, optimized listening across the lifespan.

Community Educational Programs

Monthly educational campaigns offered to community groups, libraries, schools and online based on new research investigating how things going on in our body can affect our hearing brain.

A Community with Global Impact

DUET also invites Winnetka residents to participate in our “Hearing the Call” initiative, which refurbishes donated hearing aids and provides them to children in underserved communities around the world. This creates a meaningful opportunity for Winnetka to extend its impact beyond its borders while reinforcing values of service and compassion.

In Tanzania, we have supported children with albinism who require hearing and safety support. Albino children face severe social vulnerability; they are hunted by witch doctor who believe their bones have magic powers so the chop off their limbs and grind up their bones to create positions. These kids are placed in protected orphanages until 8th grade. If they do not pass the high school exam they are put on the street. Hearing keeps them safe. They can't learn if they can't hear. Hearing also alerts them to danger. Several of the children we fitted with hearing aids were able to improve their learning outcomes and continue into protected secondary education programs.

Economic & Community Contribution

DUET contributes to Winnetka by:

- Expanding innovative healthcare offerings within the village
 - Supporting local partnerships and programming
 - Attracting families seeking advanced wellness services
 - Strengthening Winnetka's identity as a forward-thinking, health-conscious community
- Retail tax: hearing aids, headphones, Therbody devices, nutraceuticals

The DUET Goal

Not simply louder hearing — but:

- Stronger auditory processing
- Sharper speech clarity
- Greater cognitive resilience
- Lifelong functional hearing wellness

Operations Overview

Hours of Operation

Monday–Friday: 8:00 am to 4:30 pm

Saturday (limited hours by appointment)

Closed Sundays

Staffing

- 1–3 practitioners on-site at a time (some take the train)
- 1 administrative coordinator

Patient Volume

- Walk ins welcome all day to learn and shop, popular in Lake Forest
- Estimated 6–10 clients per day
- Staggered scheduling to prevent waiting room congestion

Traffic & Parking Impact

DUET is a low-traffic professional service model:

- No high-turnover retail traffic
- No delivery trucks beyond standard small parcel carriers
- Minimal peak-hour congestion
- Clients typically arrive individually rather than in groups

Parking demand is very light. Our Lake Forest model utilizes street parking with no distribution.

Noise & Environmental Impact

Despite being hearing-focused, DUET produces no external noise impact:

- All sound therapies occur within acoustically treated interior rooms
- No amplified exterior sound
- No outdoor programming
- No vibration or mechanical impact to adjacent tenants

The studio design emphasizes quiet, controlled acoustic environments.

Retail Component

Retail offerings include:

- Prescriptive hearing aids
- Hearing protection and headphones
- Nutraceuticals
- Wellness and recovery products

Retail sales are accessory to professional services and do not constitute primary storefront retail traffic.

DUET aligns with Winnetka's commitment to:

- Preventive health
- Lifelong learning
- Aging-in-place support
- Family-centered wellness

Hearing health is increasingly recognized as a modifiable factor in cognitive decline and social isolation. By providing proactive Ear to Brain wellness services, DUET supports both younger students (attention and auditory processing) and older residents seeking cognitive resilience.

Additionally, our global hearing aid refurbishment initiative invites local participation in humanitarian outreach, reinforcing Winnetka's culture of service.

We respectfully request approval to operate DUET within the appropriate zoning classification and look forward to becoming a positive, contributing member of the Winnetka community and partnering in its continued leadership in education, health, and civic vitality.

Thank you for your consideration.

Sincerely,

Lori Halvorson, AuD, FAAA, CH-TH
Doctor of Audiology
Founder of DUET

The Concierge Desk



The Display Wall

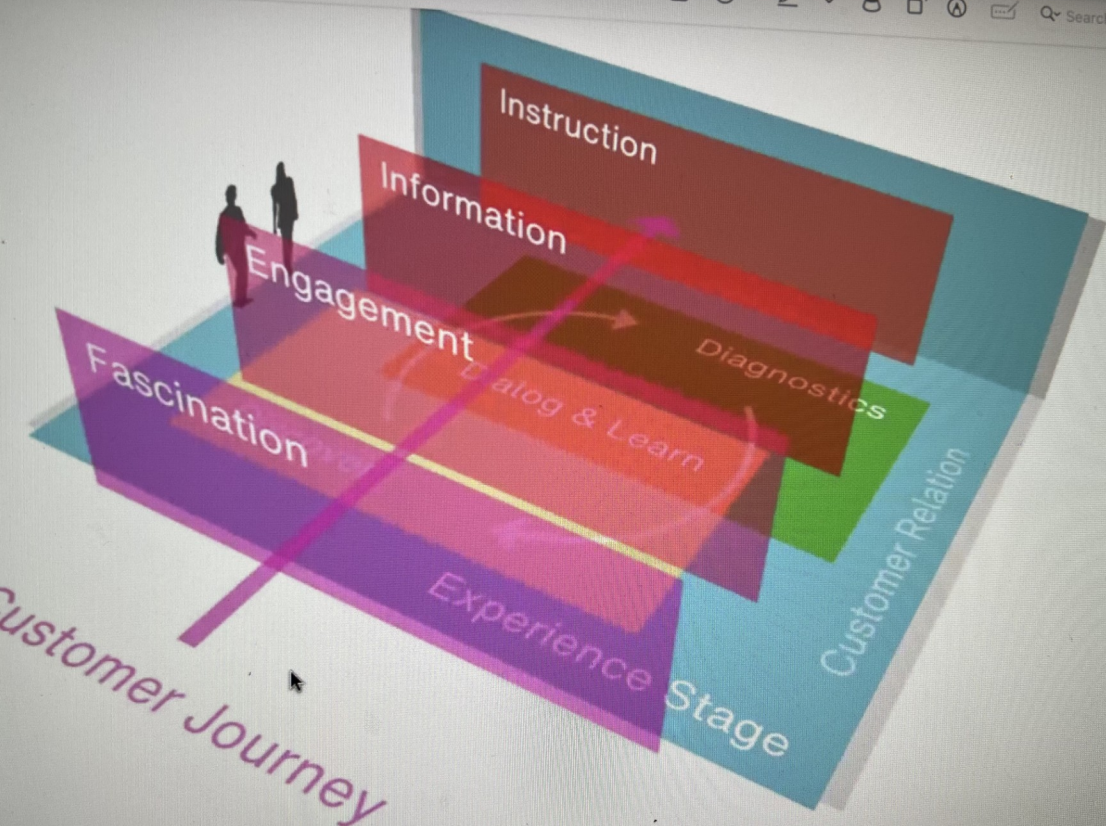


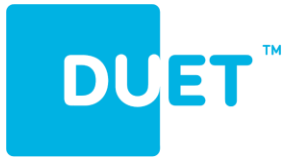
Public Zone



Self Testing Cabines







Healthy Hearing – Healthy Brain

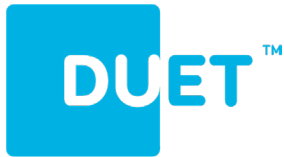
DUET Proposed Business Operation

The proposed use for DUET is a private audiology practice employing an innovative paradigm shift in hearing care, based on scientific biologic evidence. DUET leads with preventive care and wholistic hearing treatment, to engage neuroplasticity in the brain employing auditory biohacking methods such as music for Ear to Brain Fitness, Prescription Fit Hearing Aids to deliver precise sound detail. MTP Massage to increase circulation, Sound Bath to calm the nervous system. Services will include diagnostic hearing evaluations, hearing aid consultations and fittings, trademarked Ear to Brain Fitness with music training, massage therapy and related audiology care.

The practice will be staffed by four employees, including board certified doctors of audiology, master degreed musician, certified massage therapist and administrative support staff.

The practice is designed to serve a low-volume patient population, with approximately two to three patients on site at any given time. Operations are conducted in a quiet, clinical setting with no manufacturing, hazardous materials, or retail sales beyond audiology-related medical devices.

Hours of operation will be Monday through Friday from 8:00 a.m. to 4:30 p.m., with one to two Saturday per month for scheduled appointments and Sound Bath experiences. The business use is consistent with a professional medical office and is not expected to generate excessive noise, traffic, or disruption to surrounding properties.



Healthy Hearing – Healthy Brain

SPECIAL USE PERMIT STANDARDS C-2 COMMERCIAL OVERLAY

1. Public Health, Safety, and Welfare

The proposed audiology clinic and medical retail operation will enhance public health by providing diagnostic hearing services and access to hearing health products that improve quality of life. All clinical operations will comply with applicable state healthcare regulations, ADA accessibility standards, and village building and fire codes, ensuring that the establishment, maintenance, and operation are safe, sanitary, and non-disruptive to the public welfare.

2. Compatibility and Property Values

The clinic's professional medical use and attractive retail frontage are consistent with surrounding commercial uses. Exterior design, signage, and operation will be in keeping with nearby retail establishments, ensuring that the use will **not** diminish property values or interfere with the enjoyment of neighboring properties. Instead, the clinic is expected to increase foot traffic and contribute to the economic vitality of the block.

3. Orderly Development

The proposed use is compatible with the village's comprehensive plan and surrounding land uses. It will not impede the normal development of nearby parcels; rather, it supports the village's goal of attracting health-related and service-oriented businesses that complement traditional retail.

4. Ingress, Egress, and Traffic

Adequate and safe ingress and egress will be provided from [insert street name(s)].

Parking and site access will comply with village standards, and the use is expected to generate low traffic volumes comparable to other medical offices.

The layout is designed to minimize pedestrian and vehicular congestion while ensuring ADA accessibility

5. Parking, Utilities, and Facilities

The property has access to existing municipal utilities, drainage, and roadways.

Adequate on-site or shared parking is available in accordance with zoning requirements.

No significant improvements to infrastructure are required beyond normal tenant build-out and signage installation.

6. Ordinance Compliance

The clinic and retail operation will comply fully with all village building, signage, health, fire safety, and zoning codes. All applicable business licenses and healthcare professional certifications will be obtained prior to operation.

7. Continuity and Pedestrian Orientation

The proposed use will enhance pedestrian activity by offering a welcoming storefront, consistent with nearby retail establishments. Retail educational and product displays (e.g., hearing aids, ear care products) will be visible from the sidewalk, inviting walk-in traffic and fostering street-level vibrancy.

8. Minimal Interruption of Retail Continuity

The clinic's retail frontage will be designed to maintain the visual and functional continuity of retail uses along the block. The clinic's signage, window displays, and regular hours of operation will contribute to the active rhythm of the streetscape rather than interrupt it.

9. Active Display Windows and Compatible Design

The storefront will include transparent, well-lit display windows showcasing retail hearing products and educational materials about hearing health.

Signage, lighting, and façade materials will be compatible with adjacent retail stores, maintaining a cohesive aesthetic consistent with village design guidelines.

10. Location of Retail Areas

The retail merchandising area will be located adjacent to the sidewalk, clearly visible from the street, and designed to invite browsing. Clinical rooms will be situated behind the retail area to ensure privacy while maintaining an active public frontage.

11. Retail Frontage and Active Use

The proposed design provides a minimum of 20 feet of retail frontage and over 400 square feet of dedicated retail space. The retail area will be devoted to active merchandising of hearing-related products and will maintain typical retail hours consistent with nearby businesses

12. Parking Availability

The proposed use will not significantly diminish the availability of parking for other retail patrons.

Traffic generation is limited, as appointments are scheduled to manage patient flow. Available shared or on-site parking will adequately accommodate both clients and staff without affecting surrounding businesses.

From: [REDACTED]
To: [Christopher Marx](#)
Subject: Re: DUET One Winnetka
Date: Friday, January 23, 2026 3:26:26 PM
Attachments: [image002.png](#)
[image003.png](#)
[image004.png](#)
[Outlook-A person w](#)
[Outlook-Title_Lin.png](#)
[Outlook-Title_Twi.png](#)
[Outlook-Title_goo.png](#)
[IMG_3346 Frank sign color change.MOV](#)
[One Winnetka DUET location.docx](#)

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

Chris,

It is a pleasure to meet you! Please see the information you requested in red.

What is the sign policy for the village of Winnetka? I have attached a video of the sign we use in my Lake Forest clinic.

DUET takes a science driven approach to hearing and brain health based on research from Brain Volts lab at Northwestern. We are leading the field with a paradigm shift from "wait until it is bad enough" to preventive care *now*, similar to the dental model to avoid the damage hearing loss can have on the brain. I invite you or any village member to experience this new model live at our Lake Forest DUET location.

I am excited to move my Northfield clinic to One Winnetka to deliver the same preventive care model to every ear of every age in your community. We also lead a very active role in our Hearing the Call charity, refurbishing hearing aids donated by the community and fitting them on children in need around the world, refugee camps in Jordan, orphanages in Tanzania, communities in need around Chicago.

Please let me know if you need anything else from me. I look forward to serving your community.

All Ears!

Preserving Hearing & Brain Health,



Lori A Halvorson, AuD, FAAA

Preservation Audiologist
Founder DUET Hearing Preservation
Lake Forest Hearing Professionals
Sounhaus

Phone: 847-295-1185

Fax: 847-295-1165

Email: lakeforesthearing.com

267 Westminster
Lake Forest, IL 60045

www.lakeforesthearing.com



From: Christopher Marx <CMarx@winnetka.org>

Sent: Friday, January 23, 2026 12:03 PM

To: Dr. Lori Halvorson, Au.D. [REDACTED]

Subject: RE: DUET One Winnetka

You don't often get email from cmarx@winnetka.org. [Learn why this is important](#)

WARNING: This is an external email. Do not reply, click links or open attachments unless you trust the sender.

Dr. Halvorson,

Good morning. Thanks for providing the application materials for the special use permit application. We will need some more information to prepare the application for the February 25th meeting agenda. The Plan Commission typically expresses interest in knowing the full context of a proposed use, so

Commercial Space Size

- Do you know the approximate square footage of the overall commercial space that would be leased? **1696 sq feet**

Commercial Signage and Exterior Alterations – As you might or might not be aware, signs and

any exterior alterations (on the street frontage) must seek approval through separate permits with the Design Review Board. While Plan Commission does not do a thorough review of proposed signs and sign code, they do like to know what the intended signage is for purposes of context.

- What does the business intend to install for signage and identification on the exterior of the storefront street façade? Please provide specifics about what signage appearance and form would entail, if possible. If that hasn't been determined as of yet, try to be as specific as possible. If it's, say, just a window graphic and a wall sign, then specify that. If there's an intended logo or wordmark, that should be provided as well. If you have renderings from a sign rep, that's even better, but provide the best that can be made available. **See attached**
- Does the business intend any other exterior alterations (new windows, exterior lighting, new doorway, etc.) besides signage? **No this is a new building**

Employee-Client Volume and Traffic Flow

- How many employees would be on the premise at any one time? **3-5**
- How many client visits or appointments would occur on an average daily basis? Is it appointment only or are walk-ups accepted? **About 8-10, Primarily appointments, occasional walk-ins**
- Based on the typical number of employees on site at any given hour and the typical number of clients at any given hour, what would you expect the parking demand to be for any given hour? **2-4, some employees will be taking the train**

Retail – The Plan Commission is usually very interested in what retail component is being provided in the business, even if it serves a very secondary purpose.

- What sorts of retail offerings will the establishment be providing? The standards response states that the offerings will be located towards the front, but can you specify some of the items that would be sold? **Hearing Protection: ear muffs for kids and adults, Head Phones for kids and adults, Therapeutic Goggles, Hearing Aids and accessories, Musical Instruments: small key boards, small steel drums, metronomes.**

Feel free to contact me if you have any questions.

-Chris

Christopher Marx, AICP
Associate Planner
Village of Winnetka – Department of Community Development

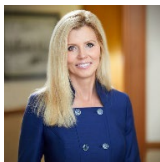
I have attached:

Winnetka Commercial Overlay Application
Special Use Permit Standards

These documents were emailed to aklaassen@winnetka.org and sent by mail together with our check for \$1200.00.

Please let me know if you need anything else.

Preserving Hearing & Brain Health,



Lori A Halvorson, AuD, FAAA

Preservation Audiologist
Founder DUET Hearing Preservation
Lake Forest Hearing Professionals
Sounhaus

Phone: 847-295-1185

Fax: 847-295-1165

Email: lakeforesthearing.com

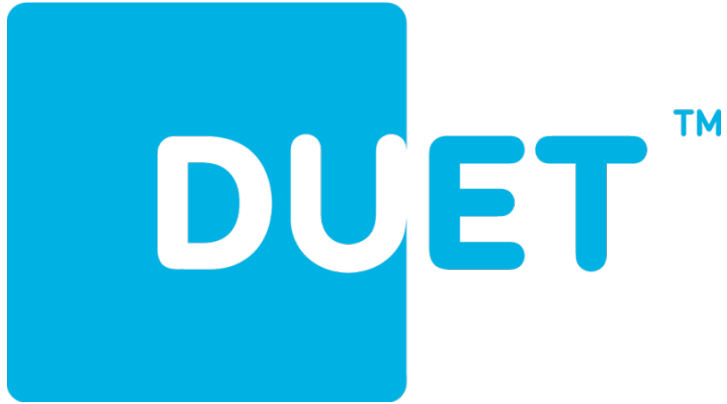
267 Westminster
Lake Forest, IL 60045

www.lakeforesthearing.com



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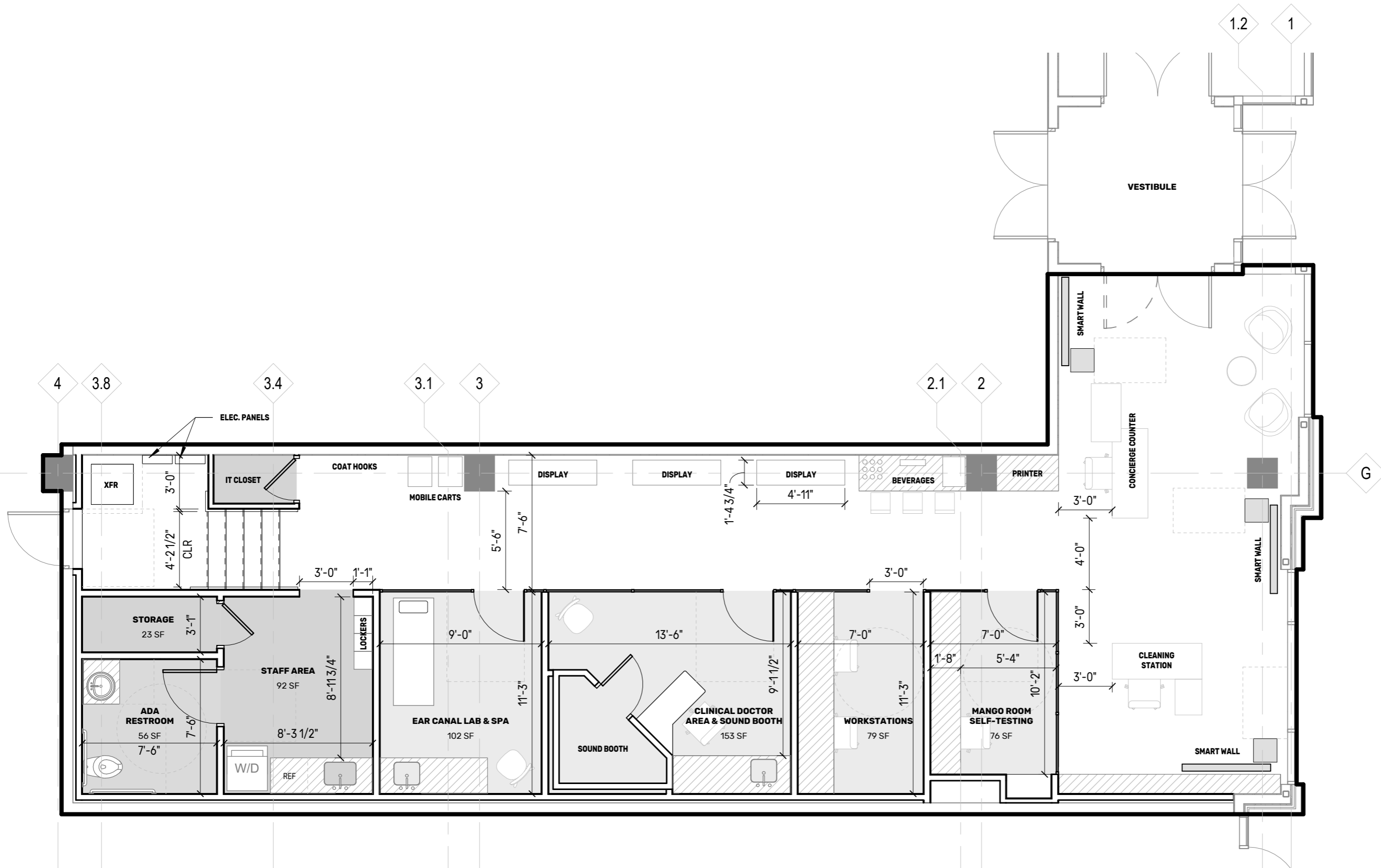
DUET Preservation Audiology – Dr. Lori Halvorson, AUD, FAA founded DUET’s hearing preservation clinic, which uses a groundbreaking, scientifically proven holistic approach that considers your entire hearing system, going beyond hearing aids to preserve your hearing and brain health.



VALERIO DEWALT TRAIN

500 North Dearborn Street
Suite 900
Chicago, Illinois 60654
312.260.7300

DUET - WINNETKA



Project Address

723 Elm St
Winnetka, IL 60093

Project Number

25079.00

Date

1/15/2026

Sheet Name

REVISED FLOOR PLAN

Sheet Number

ASK-04

**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} 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:

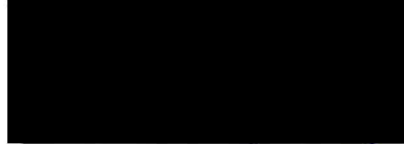
AYES: Trustees Albinson, Apatoff, Dalman, Handler, and Orsic

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:

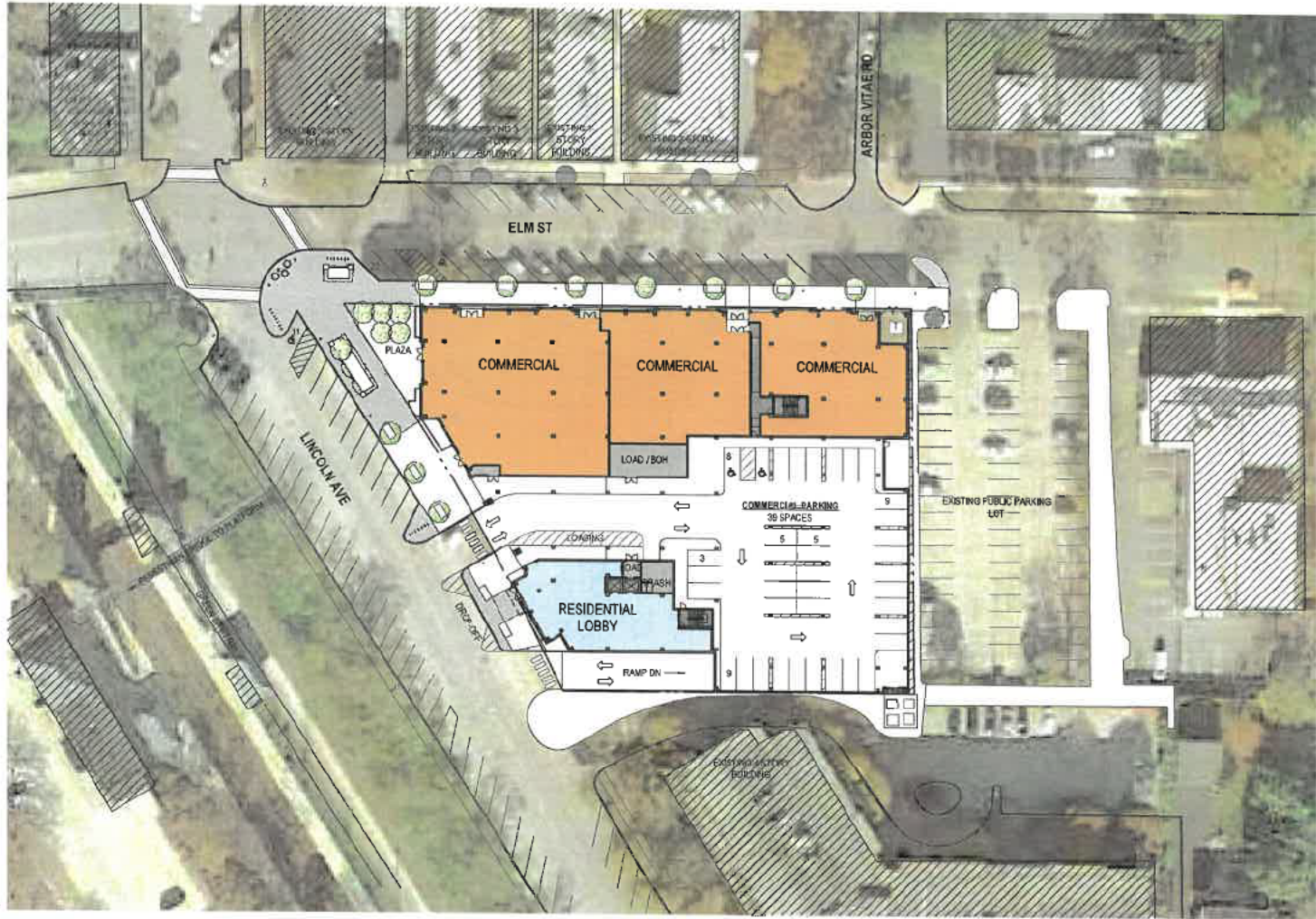
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05-21-109-020-0000

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)	PARKING
LEVEL LL	47,850 SF	-	43,771 SF
LEVEL 01	47,689 SF	-	22,056 SF
LEVEL 02	35,248 SF	28,735 SF	-
LEVEL 03	35,524 SF	30,819 SF	-
LEVEL 04	29,454 SF	23,045 SF	-
TOTAL	197,827 SF	84,669 SF	65,827 SF
AVERAGE UNIT SIZE: +1,461 SF			
PARKING			
	RESIDENTIAL	COMMERCIAL	TOTAL
LOWER LEVEL	211	-	-
GROUND LEVEL	-	39	39
TOTAL PROVIDED	211	39	250
RATIO	1.84/UNIT	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

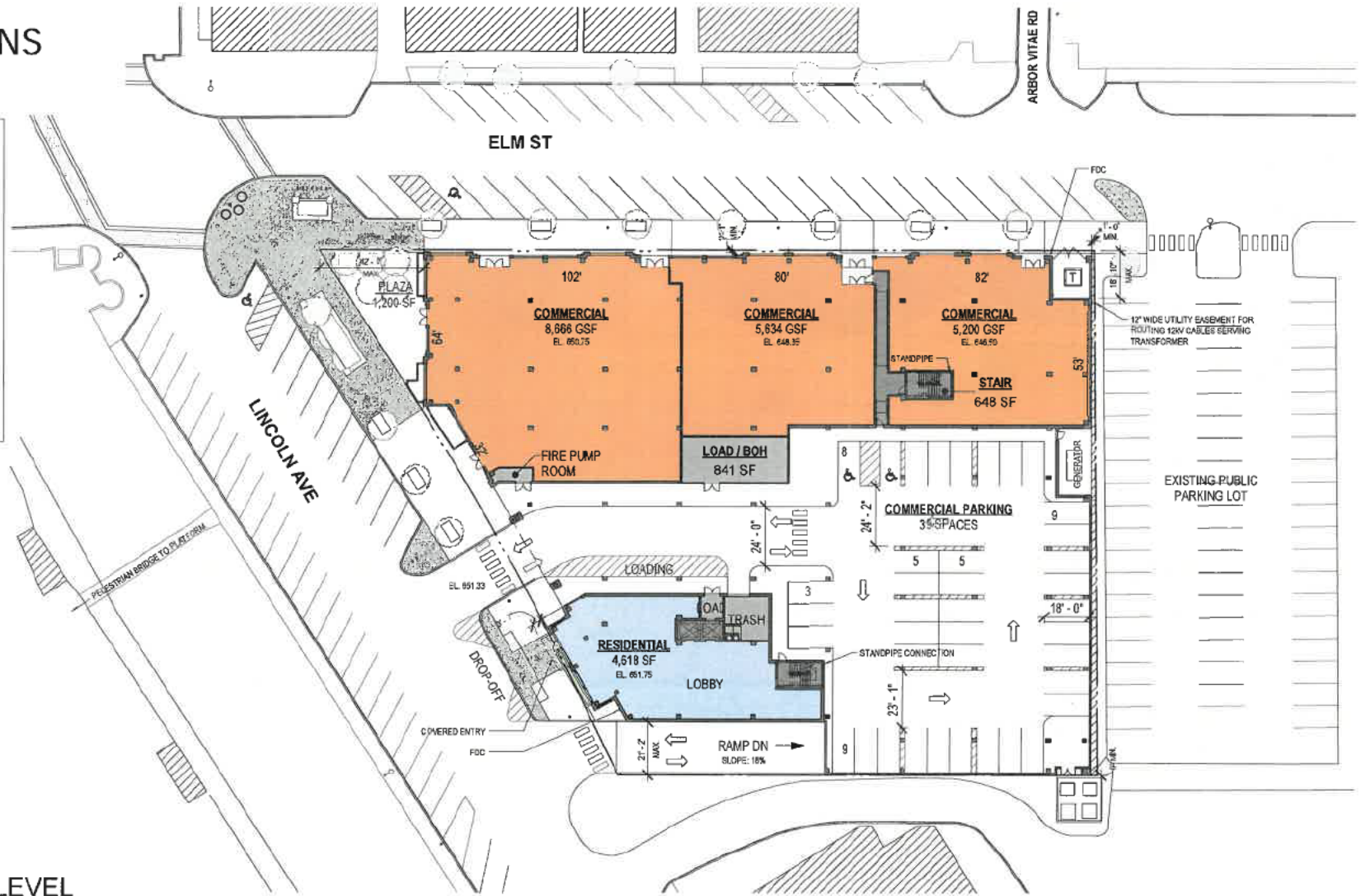
FLOOR PLANS

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"



ATTACHMENT C

From: [Kristin Kazenas](#)
To: [Ann Klaassen](#); [Scott Mangum](#)
Subject: FW: Duet
Date: Wednesday, February 25, 2026 10:31:14 AM

Hi Scott and Ann,

Please see below a comment regarding the Duet application.

Thank you,

Kristin

-----Original Message-----

From: Robert Dearborn <RDearborn@winnetka.org>
Sent: Wednesday, February 25, 2026 10:29 AM
To: Maggie Meiners Art <[REDACTED]>; Kirk Albinson <KAlbinson@Winnetka.org>
Cc: Kristin Kazenas <KKazenas@winnetka.org>
Subject: RE: Duet

Thanks Maggie. I have copied Kristin, so she is aware of your thoughts and can share with Community Development.

Bob

Robert H. Dearborn
President – Village of Winnetka

-----Original Message-----

From: Maggie Meiners Art <[REDACTED]>
Sent: Wednesday, February 25, 2026 9:41 AM
To: Kirk Albinson <KAlbinson@Winnetka.org>; Robert Dearborn <RDearborn@winnetka.org>
Subject: Duet

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

Hi Bob and Kirk-

I hope you are well.

I just wanted to put a quick plug in for Duet, which is up for possible approval for a space in the One Winnetka building.

I highly recommend them to occupy a space in this building for a couple of reasons:

- 1) it aligns with the population of Winnetka— health conscious, progressive, and cutting edge technology— hearing specialists, neuroscience and biohacking
- 2) there are not other ear to brain music therapy opportunities that have community gathering potential
- 3) they provide supplements that one would otherwise have to drive to Northbrook or Evanston Whole Foods for.
- 4) We do not have a service like this in the Village and yet, approval of Charles Schwab (with Chase AND BMO

just across the bridge) AND a plastic surgeon seems counter to “retail” space more so than Duet.

5) Duet provides educational opportunities as well

Thanks for your time and service and I am sure the Council will take these into consideration when making a decision.

I look forward to seeing you both soon.
Maggie

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**WINNETKA PLAN COMMISSION
MEETING MINUTES
MARCH 25, 2026**

5 **Members Present:** Mamie Case, Acting Chairperson
6 Jonathan Alt
7 Christopher Blum
8 Matthew Bradley
9 King Poor
10 Kate Van Vlack

12 **Members Absent:** Layla Danley
13 Chris Enck
14 Cyrus Subawalla

17 **Non-Voting Members Absent:** Bridget Orsic

19 **Village Staff:** Scott Mangum, Community Development Director
20 Christopher Marx, Associate Planner

21
22
23

24 **Continued Applications:**

25 a. **Case No. 26-05-SU: 730 Elm Street, Suite 120 - DUET Audiology Clinic: An application seeking approval of**
26 **a Special Use Permit submitted by DUET Audiology Clinic, as the prospective lessee of the commercial space**
27 **located at 730 Elm Street, Suite 120, to allow a medical office in the C-2 General Retail Commercial Overlay District.**
28 **The property is currently owned by MDG Winnetka One, LP. The Village Council has final jurisdiction on this**
29 **request. This item was continued from the February 25, 2026 Plan Commission meeting.**

30 Mr. Mangum provided background with regard to the continued application in connection with the ground floor
31 retail use and the Commission's evaluation of the application on the 12 special use standards. Mr. Marx identified
32 the applicant and summarized the applicant's request to relocate their Northfield clinic to the subject property. He
33 then identified the property's location, zoning classification as well as the retail overlay district area in an illustration
34 and the proposed space to be occupied. Mr. Marx identified the entrance, how the interior space would be laid out,
35 hours of operation and number of employees and patients as well as the services to be provided. He then
36 summarized the parking plans for employees and patients.
37

38 Mr. Marx referred to the three previously approved special use permits for the site as well as two proposed
39 restaurant uses in the building. He then identified the specific limitations for medical and financial uses under the
40 Planned Development as well as the proposed space to be occupied by the applicant in an illustration. Mr. Marx
41 stated the applicant provided their responses as to how the proposed use complied with the 12 standards the
42 Commission is to consider and the recommendation by the village staff and Village Attorney that the Commission
43 review and consider the proposed use in connection with all 12 standards included on page nos. 17 and 18 in the
44 agenda packet.
45

46 Mr. Marx stated the Commission is to consider whether the proposed use is consistent with the standards and
47 following the applicant's presentation, public comment and Commission discussion, the Commission may decide to
48 either continue the matter to a date certain to allow time to address questions or comments or make a motion to
49 recommend approval or denial of the special use permit. He then asked if there were any questions.
50

51 Mr. Bradley asked for clarification in terms of the square footage to be occupied. Mr. Marx confirmed the square
52 footage proposed by the applicant would be compliant. Ms. Van Vlack questioned the length of the lease agreement.
53 Mr. Marx responded it would be a 10 year lease. Mr. Poor referred to the close vote in February 2026 on the

1 Solidcore application and the fact that there would be guidance from the Village Council in terms of having no retail
2 in the One Winnetka development. Mr. Marx responded the applicant can identify plans for the last space to be
3 occupied. Mr. Mangum informed the Commission the applicant has the ability to request a special use permit at the
4 proposed location with the plans to be evaluated by the Commission and Village Council to determine whether to
5 approve it or not. He added there was no specific requirement that there has to be a retail use. Mr. Bradley provided
6 additional information with regard to the Solidcore approval. A Commission Member questioned how the hallways
7 and shared corridor would be positioned. Mr. Marx stated that area may not be counted toward the leased space
8 and the applicant can respond. No additional questions were raised at this time.
9

10 Chairperson Case swore in those speaking to this matter. Dr. Lori Halvorson, founder of DUET, clarified the difference
11 by DUET and a medical audiology clinic and described several products in detail which generate a significant retail
12 tax base. She also described the office layout and programming services offered. Dr. Halvorson stated the use would
13 not be an old fashioned audiology clinic but would be utilizing a system to keep the area between the ear and the
14 brain healthy with the use of curated retail experiences and products. She stated the business would be a good fit
15 for the neighborhood and generate revenue.
16

17 Chairperson Case noted there is no one in the audience to comment and asked the Commission Members if they
18 had any questions. Mr. Bradley described the business as wonderful and asked if it would be predominately retail.
19 Dr. Halvorson responded it was previously retail until they redesigned the physical structure and is now walk-ins
20 which generate appointments. She also described the current location in Northfield as well as the length of
21 appointments which she described in detail. Dr. Halvorson confirmed they had more walk-ins than appointments.
22 Ms. Van Vlack asked for additional information with regard to marketing to younger generation which Dr. Halvorson
23 provided to the Commission. Dr. Halvorson also described their typical patients and the services provided to them.
24 Ms. Van Vlack questioned why the applicant chose this location since there would not be a lot of foot traffic. Dr.
25 Halvorson referred to their current patient clientele who are from Winnetka and added their retail products and
26 services are not covered by insurance.
27

28 Mr. Alt described the presentation as phenomenal and questioned the cost range for walk-in appointments. Dr.
29 Halvorson responded it varied from \$199-\$800 and provided the cost of various other products and their features
30 in detail. She described the business as a brain hearing wellness retail studio. Mr. Bradley asked if they have repeat
31 customers. Dr. Halvorson responded they have yearly exam customers as well as new customers with the modeling
32 numbers based on the Lake Forest appointments. The second presenter, Kristin Halvorson, stated the median
33 customer age is low 50's.
34

35 A Commission Member described the presentation as well thought out and described the Commission's charge in
36 connection with the overlay district. He asked what percentage of their annual revenue is products vs. services. Dr.
37 Halvorson responded it is a hybrid business with $\frac{3}{4}$ of their revenue is taxed on products. A Commission Member
38 referred to parking. Deirdre Clein, representative for the property owner, described the available parking spaces on
39 site. Dr. Halvorson explained how the business name was created. Ms. Van Vlack referred to the developer's
40 agreement in that there would not be special use requests for this location with the preference for the space being
41 retail.
42

43 Chairperson Case asked if there were any other questions. No additional questions were raised at this time. Noting
44 that there were no members of the public present, she then called the matter in for discussion.
45

46 Mr. Bradley commented the presentation was great and it appeared to be a great business but it did not belong in
47 this location in Winnetka. He stated he voted against the Solidcore special use request and referred to the issues
48 that were raised in connection with that application. Mr. Bradley stated he hoped the applicant can find another
49 location in the village. He stated he would not recommend approval and added parking would be an issue in the
50 downtown area with that standard not being satisfied. Mr. Bradley concluded they should try to preserve having a
51 retail overlay district tenant in this space and added standard nos. 2, 3, 5 and 12 have not been met.
52

53 Ms. Van Vlack described the situation as a bait and switch in terms of what they were presented with overall to

1 expect with the developer knowing there would be mostly special uses being requested. She stated there would
2 need to be at least two retail uses in order to provide foot traffic with their being no churn in connection with traffic.
3 Ms. Van Vlack commented she loved the business model and described the situation that the Commission is being
4 presented with special use requests in bits and pieces with them having to recommend denial of a business they
5 would otherwise support. She commented she hoped One Winnetka to have been more retail overall and described
6 the situation as disappointing. Ms. Van Vlack concluded she would recommend against the request at this location.
7

8 Mr. Alt agreed with the comments made and that it would not be the right location. He stated the Commission is
9 concerned with regard to the foot traffic with their being only one pure retail use across the street. He asked for the
10 applicant to consider other Winnetka locations which had stronger foot traffic and concluded he would not be in
11 favor of the request.
12

13 Mr. Poor agreed with the comments made and stated the Commission is the steward of the overlay district and the
14 preference for no retail uses on the first floor of businesses. He stated this hybrid use is not the type of retail use
15 envisioned for the overlay district along with concerns with regard to parking. Mr. Poor stated while the business
16 would be a great business for the village, he referred to the caucus survey that people want to see expanded
17 shopping. He concluded he would not recommend approval.
18

19 Mr. Blum stated while the proposal is close to a retail use and if it were not located in One Winnetka, the Commission
20 would likely recommend approval. He agreed with the parking concerns and suggested they get creative in terms of
21 creating time limits for parking. Mr. Blum compared the proposed use to that of specialty optical retail with an
22 optician. He stated they want people to park, browse and shop and if they want foot traffic, they have to have
23 vehicles. Mr. Blum then stated he is torn and referred to the ordinance they have to adhere to.
24

25 Chairperson Case applauded the applicant's enthusiasm and agreed it would be a good business but not the right
26 business for this location along with the parking issues raised. She stated standard nos. 2, 3, 5 and 12 are not met
27 and that she hoped the developer would consider tenants which would be more walker friendly. Chairperson Case
28 stated there is still time to consider a retail use for this space and would like to see the applicant find another space
29 in the village.
30

31 Ms. Clein stated she spoke at the Village Council on a number of items and stated an updated traffic and parking
32 analysis was done in conjunction with the restaurant space which concluded they were in compliance from a code
33 perspective and that there is sufficient parking to support the use. She stated with regard to the three different
34 zones considered, she referred to the sidewalk grade changes and confirmed there would still be the same number
35 of spaces. She stated she also presented to the Village Council the list of retailers and specialty retailers they pursued.
36 She stated the retail market has changed and traditional retail required a critical mass of a mall which would generate
37 foot traffic with downtown areas not being able to support higher end retailers the community preferred. She
38 concluded by stating they attempted to fulfill the community's desires.
39

40 Chairperson Case referred to the agreements made with the developer at the planning level. Ms. Van Vlack
41 questioned what can be done at 1/10th of the way through a 10 year lease with regard to issues regarding traffic,
42 etc. being raised and questioned what can be done to make things better at that point. She stated the alternative is
43 not actionable and referred to the Solidcore approval. Mr. Bradley stated the Village Council's consideration in terms
44 of look backs is to confirm that employees are parking they are supposed to, etc. and referred to Schwab's and Solid
45 Core's affirmation to require customers to use off-street parking. He stated village residents are well aware that
46 there is a parking problem in the village.
47

48 Chairperson Case asked for a motion. Mr. Bradley moved to recommend denial of the special use request as
49 indicated on page 17 in that standard nos. 2, 3, 5 and 12 have not been met. Ms. Van Vlack seconded the motion. A
50 vote was taken and the motion unanimously passed, 6 to 0:

51 AYES: Alt, Blum, Bradley, Case, Poor, Van Vlack

52 NAYS: None

53

1
2
3 Respectfully submitted,
4
5 Antionette Johnson
6 Recording Secretary

DRAFT

ATTACHMENT 3

From: [REDACTED]
To: [Planning](#)
Subject: Public Comment: DUET Audiology Clinic SUP, March 25, 2026 Plan Commission
Date: Monday, March 23, 2026 9:38:47 AM

Some people who received this message don't often get email from [REDACTED] [Learn why this is important](#)

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

Dear Chair Danley and Commissioners,

Thank you for recommending denial of the Solidcore SUP. It was the correct decision.

A cursory review of recent studies (e.g. the JPMorgan Institute) and related reporting suggests several clear trends: 1) Retail has shifted to where people now live and work. While large urban office districts struggle, suburban and neighborhood retail has rebounded as hybrid work patterns persist; 2) Online sales account for around 16-18% of total retail spending. The majority of commerce still occurs in physical stores, particularly in community-based shopping districts; and 3) Retail is evolving, not disappearing. Growth is occurring among smaller, curated, digitally integrated businesses that rely on walkable, visible downtown locations. These establishments generate sales tax revenue, increase foot traffic, and reinforce a community's sense of place.

One Winnetka's commercial space in the Retail Overlay District was originally presented as a significant opportunity for the East Elm shopping district. Despite Winnetka's long-established retail protections, it appears - based on developer requirements, submitted floor plans, and leases already in place - that special uses were effectively predetermined for the entirety of the commercial space.

The retail overlay district was created to protect a walkable retail environment. Without continued discipline in how these standards are applied, we risk reverting to the office-oriented environment of the past - one this community worked diligently to move away from. While service-oriented businesses certainly have a place in our community, they should not become the default use in spaces intended to support retail activity. Approving exception after exception weakens the policy tools that were carefully put in place to sustain active shopping districts.

Core retail areas have already been significantly reduced to accommodate service uses, which continue to thrive in expanded non-retail zones such as expanded district perimeters, second-floor spaces, and behind retail frontages. Given this, why introduce more non-retail into core retail spaces and further dilute our shopping areas?

Community input should also guide these decisions. For example, question 36 of the 2025 Winnetka Caucus Council survey asked, "What would you like to see more of in Winnetka?" None of the response options included medical, audiology, or the like. Fitness/wellness studios ranked near the bottom of the list, with only co-working/shared office space ranking lower. Moreover, among the 378 write-in responses identifying businesses residents seek outside of Winnetka that they wished were in Winnetka, expanded shopping and specialty retail dominated. There were no requests for additional medical, financial, or similar service uses.

Parking constraints remain a significant concern for both residents and existing businesses. In the East Elm area, parking demand during peak hours was already strained prior to the One Winnetka development. With the completion of the development, these pressures will only intensify as consumer parking spaces are occupied by service staff and clients within the complex. At its March 17, 2026, Village Council Meeting, longtime East Elm retail owners voiced concerns that the growth of service uses in core retail spaces and constrained parking are directly, negatively, impacting their businesses.

For these reasons, I urge you to preserve ground-floor space for retail use, and deny the DUET Audiology Clinic SUP.

Thank you for your service,

Jessica Tucker
Winnetka

From: [REDACTED]
To: [Christopher Marx](#)
Cc: [REDACTED]
Subject: RE: Proposed DUET Winnetka store
Date: Monday, March 23, 2026 2:16:56 PM
Attachments: [DUET Winnetka Community Development 23 March 2026.pdf](#)

You don't often get email from djennerjahn@buildordie.com. [Learn why this is important](#)

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Mr. Marx:

Please see the attached letter supporting Dr. Lori Halvorson and the proposed Duet retail tenant space at the One Winnetka Building.

--David Jennerjahn.



David Jennerjahn

AIA

[REDACTED] | [buildordie.com](#)

D [REDACTED]

Chicago | San Francisco | Denver |



23 March 2026

—
Mr. Christopher Marx
Community Development
Village of Winnetka
cmarx@winnetka.org

RE: DUET Winnetka
720 Elm Street

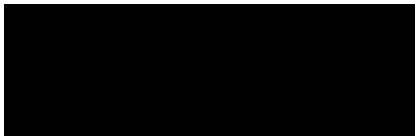
Dear Mr. Marx:

Regarding the proposed DUET Winnetka retail medical space at 720 Elm Street in the One Winnetka Building, we, as architects of this project, would like to bring to your attention to the street engagement between the building exterior and the designed interior of the DUET store. Like DUET’s prominent downtown Lake Forest establishment, this proposed store will promote foot traffic and streetscape engagement via retail displays visible at the store windows, vibrant interior lighting and graphics and open-to-view activities of the store’s operations. From the sidewalk, pedestrians will see customer retail areas, product experience displays, “sound bar”, customer concierge desk and lounge. Glassy interior partitions allow visual access into customer labs, the “audio gym” room, hearing spa, and the clinical doctors area.

Patients and residents of Lake Forest often comment on how open and welcoming that DUET store is. We feel that the DUET Winnetka design will similarly evoke the same sentiments and will positively drive pedestrian activity that contributes to a vibrant street experience.

If you have any questions or need any additional information, please do not hesitate to contact us.

With Regards,



David Jennerjahn AIA
Valerio Dewalt Train Associates, P.C.



Charles Riesterer
CPR Consulting Architects

From: [REDACTED]
To: [Christopher Marx](#)
Subject: Letter of Support for Duet Hearing
Date: Tuesday, March 24, 2026 2:00:44 PM

You don't often get email from [REDACTED] [Learn why this is important](#)

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To Whom It May Concern,

My name is Michael Forman, and I am the owner of Lake Forest Pack & Ship and a neighboring business to Duet in Lake Forest.

As a fellow business owner, I have had the opportunity to observe firsthand the positive impact Duet has on both the local business community and its residents. Their space is inviting and thoughtfully designed; many of my customers have commented on how unique and approachable it feels, often comparing it to an Apple or boutique retail experience. It creates an environment that naturally encourages people to walk in, explore, and engage.

What stands out most, however, is the team at Duet. They are consistently kind, welcoming, and genuinely passionate about helping people. It is common to see walk-in visitors stopping by with questions, browse products, seeking guidance on hearing protection for family members, or stop in to meet their office dog Kaleo (I'm guilty of dropping in multiple times throughout the day). They have created a retail environment that feels accessible, modern, and community-oriented, something that is truly valuable in a community like Winnetka.

Beyond their day-to-day work, Duet is deeply committed to their mission of improving hearing health on a broader scale. Their passion extends into humanitarian efforts both locally and globally, reflecting a genuine dedication to making a difference in people's lives far beyond their storefront.

In addition, Duet has been an excellent business neighbor. They actively support surrounding businesses, refer customers, and contribute to a strong sense of community among local merchants.

Based on my experience, I strongly support Duet in their efforts to secure space in Winnetka. I am confident they will be a meaningful and positive addition to the community.

Sincerely,
Michael Forman

[REDACTED]

[REDACTED]

ATTACHMENT 4

From: [Berina Gradjan](#)
To: [REDACTED]; [ContactCouncil](#)
Cc: [REDACTED]; drmay@lakeforesthearing.com; [Hannah Lipman](#); [Scott Manqum](#); [Ann Klaassen](#)
Subject: RE: One Winnetka
Date: Thursday, April 16, 2026 8:55:10 AM

Dear Julie,

Thank you for contacting the Village of Winnetka. Your email has been shared with the Village Council.

Thank you,

Berina Gradjan
Executive Assistant/Deputy Village Clerk
Village of Winnetka
510 Green Bay Road
Winnetka, IL 60093
Telephone: (847) 716-3541

From: Julie Ellis <[REDACTED]>
Sent: Tuesday, April 14, 2026 4:24 PM
To: ContactCouncil <ContactCouncil@winnetka.org>
Cc: Julie Hanna [REDACTED]; drmay@lakeforesthearing.com
Subject: One Winnetka

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Subject: One Winnetka new business

Dear Village Council,
I just reached An update from my family hearing provider, Lake Forest Hearing. I am very excited that they will be one of the new businesses in One Winnetka. I was referred to them late last year and I think they are an amazing compassionate company. I was delighted when I got an email this morning that they will be moving to One Winnetka, our village is very lucky to

have them right in our downtown area and walking distance for so many neighbors and people from our community and those visiting while shopping and dining. My son and I are patients of their offices - and what a delight to know that we will be able to walk to our near future appointments. I will be sure to share the news with Hadley and PYP and of course, my neighbors who maybe in need of maintenance on their existing hearing devices or future hearing needs.

Sincerely,

Julie and Brad Ellis

576 Elm Street, Winnetka, IL 60093

[Sent from Yahoo Mail for iPhone](#)

ONE
WINNETKA

DUET Hearing Wellness

Special Use Application

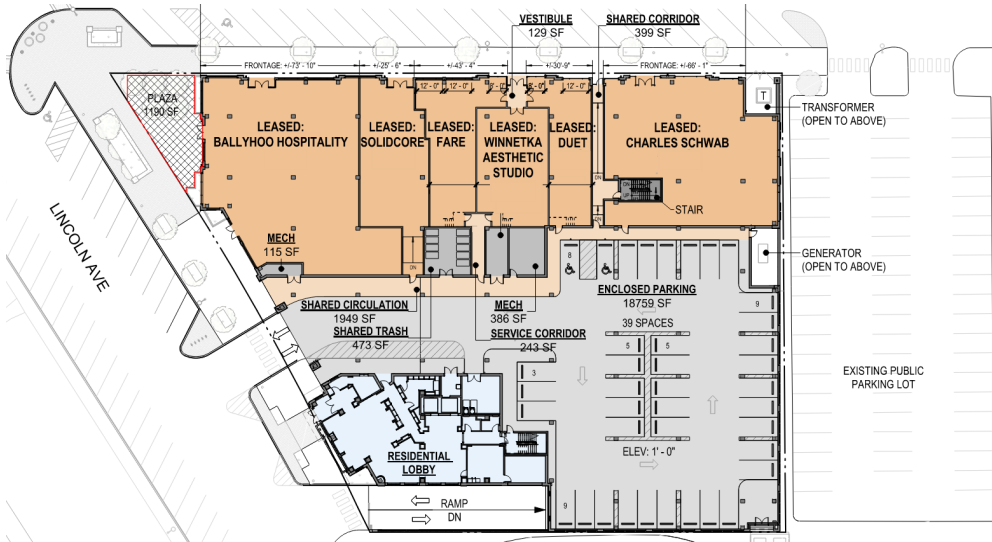
Village Council – April 21, 2026



MURPHY DEVELOPMENT
GROUP, LLC

One Winnetka: A Completed Vision

ONE
WINNETKA



Fully Leased Tenant Mix

Ballyhoo Hospitality

Full-Service Restaurant

By Right

Solidcore

Fitness Studio

SUP Approved

FARE

Casual Restaurant

By Right

Winnetka Aesthetic Studio

Medical Aesthetics

SUP Approved

DUET Hearing Wellness

Retail Wellness

SUP Pending

Charles Schwab

Financial Office

SUP Approved

DUET is the final commercial tenant at One Winnetka. All commercial space is now fully leased with a curated mix of dining, fitness, wellness, and financial services. No additional special use applications are anticipated.



The Zoning Code Already Contemplates This Use.

Winnetka Zoning Code § 17.46.010 — Table of Uses

Category J: Medical and Related Uses

Use	C-1	C-2	C-2 Overlay
Medical and dental offices	P	P	SU
Offices for the fitting, sales and repair of hearing aids, prosthetic appliances and the like	P	P	P

A Deliberate Policy Choice

The zoning code creates a distinct use category for hearing aid offices, separate from general medical offices. This reflects a deliberate policy judgment that these businesses activate storefronts and serve the community — which is why they were permitted alongside retail rather than restricted alongside medical offices.

“Fitting” Requires Clinical Services

The code permits offices for the fitting, sales, and repair of hearing aids. Fitting is inherently a clinical activity — it requires audiological assessment, ear examination, device calibration, and follow-up. The services DUET provides are standard components of hearing aid fitting, not separate medical services that change the nature of the use.

Why This Matters for the Council

We respect the Village’s classification process. But the Council should know that the code already envisions this exact type of use in the C-2 Overlay. Approving DUET is not eroding the overlay — it is affirming the kind of business the code was written to accommodate.

As noted, the zoning code already contemplates hearing aid offices in the C-2 Overlay. We respect the classification process and want to address the Planning Commission's concerns on the merits regardless.

"Too Many Special Uses"

CONCERN

Approving additional special uses erodes the C2 retail overlay and sets a precedent for future development.

OUR RESPONSE

The zoning code already permits hearing aid offices by right in the C-2 Overlay — this is the type of use the code was written to accommodate. Regardless, DUET is the final tenant. This closes the book on One Winnetka. No further special use requests will follow.

"Not Enough Retail"

CONCERN

One Winnetka was expected to include goods-based retail, and every tenant is a service use.

OUR RESPONSE

DUET generates retail product sales and associated sales tax revenue through headphones, hearing protection devices, wellness accessories, and gift items. Customers can browse and purchase without an appointment. The code classifies hearing aid offices alongside retail uses, not medical offices, for this reason — they sell products.

"Parking Impact"

CONCERN

Each additional tenant adds parking pressure to the Elm Street district.

OUR RESPONSE

DUET's demand is 2–3 spaces per hour — a fraction of any other tenant in One Winnetka. No conditions required. After the Council worked through parking conditions for Solidcore (15-minute class gaps), DUET is effectively a non-event.



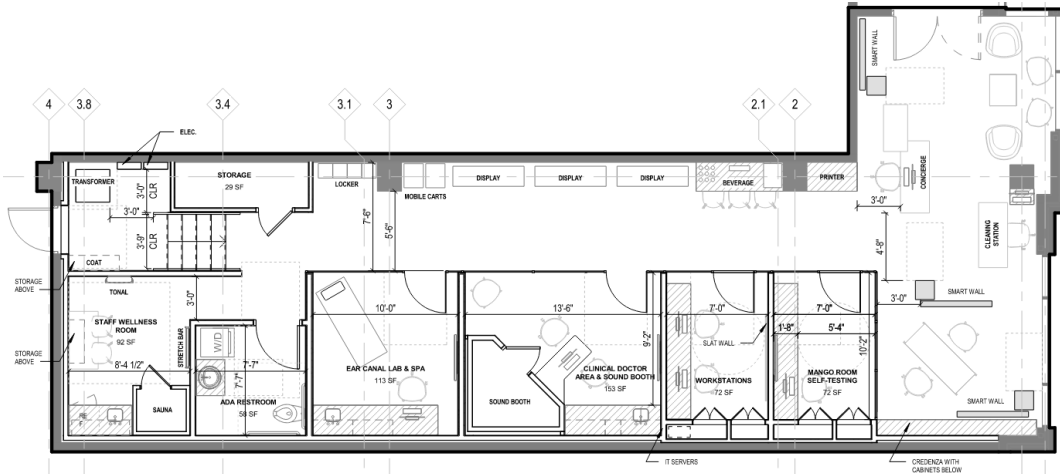
More like Warby Parker than an ENT office.

DUET is a boutique ear-to-brain wellness concept that combines specialty retail with personalized hearing and cognitive health services.

The storefront experience:

- Open retail floor with product displays
- Headphones, hearing protection, and wellness devices for browsing and purchase
- Walk-in engagement encouraged
- Window displays are refreshed regularly to maintain visibility and engagement from the street
- Concierge desk and beverage station
- Music therapy and experiential programming
- Gift items and accessories

Unlike a traditional medical office, DUET operates as an interactive storefront that encourages product discovery, walk-in traffic, and ongoing customer relationships.



Retail-Forward by Design

Front-of-house (customer-facing):

- Three dedicated display areas
- Concierge reception desk
- Beverage station
- Self-testing room (Mango Room)
- Smart walls with product interaction

Back-of-house (clinical):

- Sound booth & doctor area
- Ear canal lab
- Workstations

The front of the space reads as a boutique retail environment from the street. Displays, product interaction, and walk-in engagement are the first experience — not a waiting room.



Retail Sales Profile

- Product sales represent approximately 60% of total revenue
- Retail offerings: headphones, hearing protection, wellness devices, accessories, gift items
- Customers can browse and purchase without an appointment
- Approximate annual sales tax generation: \$38,000
- Generates ongoing local sales tax revenue to the Village

Customer Behavior

- Walk-ins are common and often originate from nearby businesses
- Trip-chaining behavior supports surrounding retailers
- Retail interaction occurs at the front of the space
- Existing Lake Forest location generates meaningful foot traffic from passersby

DUET combines retail sales, walk-in engagement, while maintaining low operational intensity — delivering an active storefront with minimal impact on the district.

DUET satisfies the same criteria the Village has applied to prior Special Uses — with strong retail characteristics and minimal impact.

The Village has consistently evaluated Special Use applications based on:

- Activation of the storefront
- Compatibility with surrounding uses
- Parking and operational impact
- Contribution to district vitality

DUET aligns with each of these criteria:

- Active, visible storefront with walk-in retail engagement
- Generates sales tax revenue through product sales
- Minimal parking demand (2–3 spaces per hour, no peak stacking)
- Customers are primarily drawn from existing Winnetka foot traffic, not new destination demand
- Low operational intensity relative to many permitted uses

Approval of DUET is not about precedent — it is about applying a consistent, objective standard to a low-impact, retail-oriented use.

During the Solidcore discussion, the Council expressed interest in a tenant that “dovetails” with the fitness use. DUET is that complement.



Shared Demographic

Solidcore’s core customer — affluent, health-conscious, predominantly female — maps directly to DUET’s. Same demographic, complementary need.

Hearing Protection for Active Lifestyles

DUET offers custom hearing protection products used during fitness, concerts, and travel. A natural retail cross-sell for the active wellness consumer.

Cognitive Health & Brain Wellness

DUET’s preservation audiology model focuses on brain health through hearing — a growing priority for the health-conscious demographic already investing in physical fitness.

Experiential Programming

Music therapy sessions, listening demonstrations, and educational events create community engagement and foot traffic beyond clinical visits.

No Pattern of Widespread Conversion

Special use approvals are not widespread across the Village. They are approved selectively where they activate storefronts, serve the community, and fit within the surrounding context.

Why One Winnetka Is Different

One Winnetka is the only new mixed-use building in the district. It was designed to accommodate modern retail formats, service-integrated uses, and structured parking. These users naturally locate in new construction environments.

Market Reality

Low vacancy and limited turnover exist in the Village. Few, if any, alternative spaces exist for these users. These uses are not displacing traditional retail — they are filling available space in the only building designed for them.

C2 Overlay Under Review

The Winnetka Futures 2040 Plan calls for evaluating the C2 overlay. The Village will likely be reviewing and revising the zoning ordinance in 18–24 months. Denying a creditworthy long-term tenant while the overlay itself is under review creates the vacancy the overlay was designed to prevent.

Recent Special Use Activity

2023

- Compass Real Estate Office – Approved
- North Shore Events (Event Planning) – Approved
- Chase Bank (Temporary) – Approved

2024

- Toned Yoga (Fitness Studio) – Approved (not pursued)

2025

- Charles Schwab – Approved (One Winnetka)
- Winnetka Aesthetic Studio – Approved (One Winnetka)
- Solidcore – Approved (One Winnetka)
- Sit Still Kids Salon – Approved (not pursued)

2026

- **DUET Hearing Wellness – Pending (One Winnetka)**

This reflects a measured, case-by-case approach — not a pattern of widespread conversion.

39

On-Site Spaces
(meets zoning)

93

Adjacent Spaces
upon completion

332

Vacant Spaces at
observed peak (4 PM)

2-3

DUET spaces
per hour

Staggered Tenant Demand

Fitness (Solidcore): Early morning / evening

Office (Schwab/Winnetka Aesthetic Studio): Daytime

Restaurant (Ballyhoo/Fare): Midday / evening

DUET: Daytime, low-volume

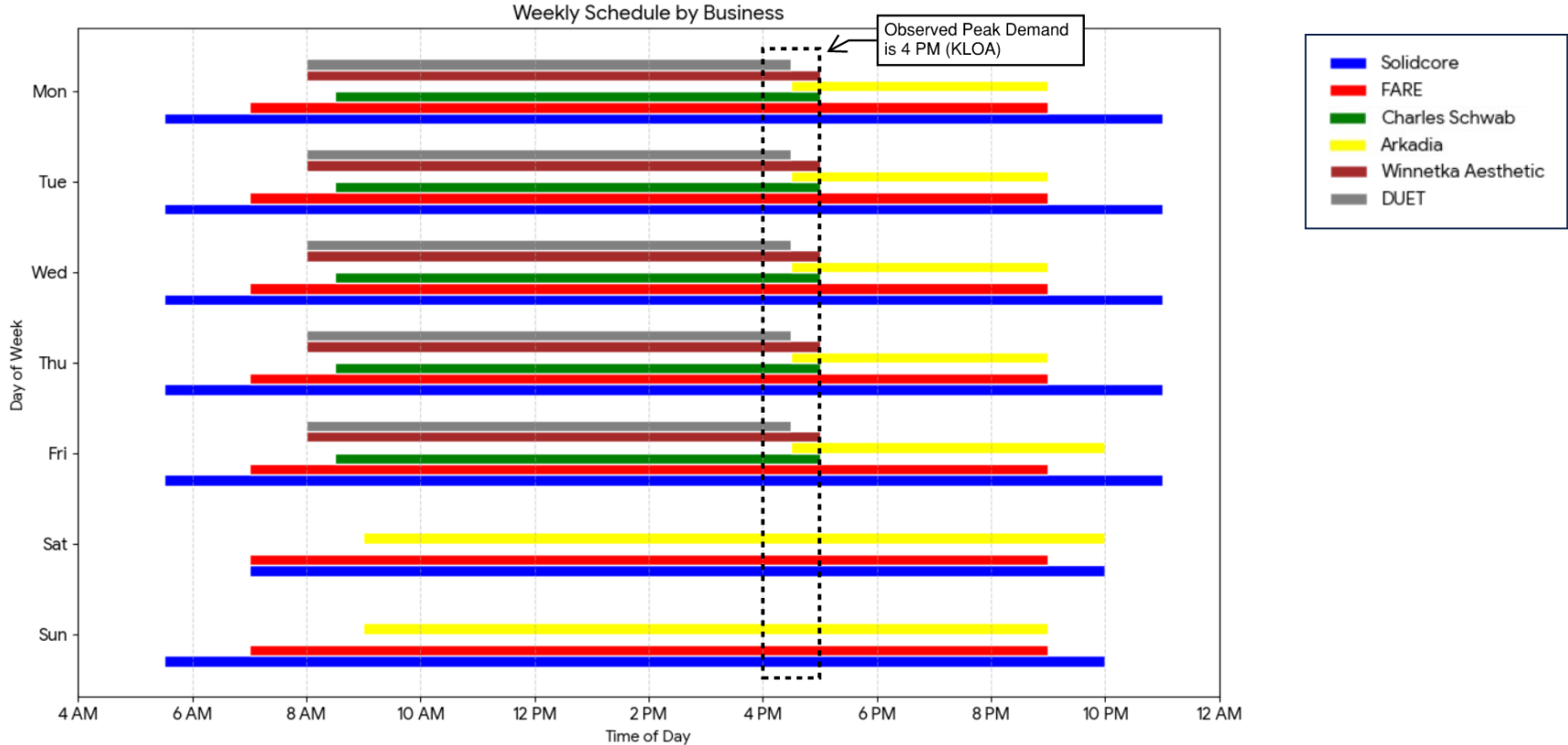
No single peak is driven by all tenants simultaneously. Parking demand is distributed throughout the day.

DUET Parking Impact

- 2-3 customers at a time
- Approximately 6-10 clients per day
- No peak stacking or group arrivals
- Estimated demand: 2-3 spaces per hour
- **No special conditions required**

For context: The Council negotiated 15-minute class gaps for Solidcore's 15-car surges. DUET's 2-3 spaces/hour is a fraction of that and needs no conditions.

One Winnetka Business Hours





Agenda Item Executive Summary

TITLE: Resolution No. R-46-2026: A Resolution of the Village of Winnetka in Support of the Illinois America250 Commemoration (Adoption)

PRESENTER: Hannah Lipman

AGENDA DATE: May 5, 2026

CONSENT: No

ITEM TYPE: Ordinances and Resolutions

ITEM HISTORY:

None.

EXECUTIVE SUMMARY:

The U.S. Semi-quincentennial Commission, known as the America250 Commission was established by Congress in 2016 to plan and orchestrate the 250th anniversary of the signing of the Declaration of Independence, aiming to engage all Americans in the historic event through educational initiatives. The Commission encourages communities, libraries, schools, local governments, historical societies, cultural institutions and individuals of all ages to develop inclusive commemorations as a way to inspire civic engagement.

As part of the America250 celebrations, the Village team along with the Winnetka Park District, New Trier Township, Winnetka-Northfield Public Library District, Winnetka Historical Society, New Trier District 203, Winnetka Public Schools District 36, and the Winnetka-Northfield-Glencoe Chamber of Commerce have partnered in planning 250th themed events and engagements to celebrate locally.

The planning team invites all Winnetkans to mark the 250th birthday of our nation with special events and opportunities planned throughout the Village from May 16 to Labor Day. Events or engagements – which are being referred to as “passport stops” – include the following:

- May 16 at 10 AM: 2.5k Family Walk/Run starting at Tower Beach.
- June 6 from 9 – 11 AM: Stop by the New Trier Extension Table at the Farmers’ Market between 8 – 11 AM.
- June 13 from 7:30 AM – 12 PM: Visit Touch-A-Truck in the Village Hall Parking lot at 510 Green Bay Road.
- June 27 from 9 – 11 AM: Stop by the Village table at the Famers’ Market to pick up a flag (to use for 4th of July festivities).
- July 1 at sunset: Screening of The Sandlot in Hubbard Woods Park.

- July 4: Parade down Elm Street at 10 AM, Events on the Green immediately following the Parade & Fireworks on Duke Childs Field at 9:20 PM.
- July 5 from 2 – 3:30 PM: Participate in the America250 public skate at the Winnetka Ice Arena.
- All summer: visit the restored mural in Winnetka’s Village Hall and the Athenian Oath in Council Chambers, as well as the Surprising Stories of the North Shore Exhibit.
- All summer: visit the Schmidt-Burnham Log House every Sunday from 2 – 4 PM.
- All summer: donate a nonperishable item to New Trier Township from their [Food Pantry's Priority Needs list](#) and pick up milkweed seeds to plant (as part of the Mayor’s Monarch Pledge).
- All summer: visit the Historical Society Headquarters & Museum, open every Tuesday and Thursday from 1 – 4 PM.
- All summer: visit the Winnetka-Northfield-Glencoe Chamber of Commerce, open Tuesdays between 9 AM – 4 PM, and tell them your favorite Winnetka business.
- All summer: visit the Winnetka Branch of the Winnetka-Northfield Public Library District to pick up a bookmark made by District 36 students.

Those who participate in the happenings can download a passport on the Village’s America250 webpage or pick one up at Village Hall. Participants will be eligible for various prizes.

Residents and businesses may notice banners throughout the Village this summer with the following logo to highlight the ongoing celebrations.



1976 Village Hall Time Capsule

When Village Hall was first built in 1925, there was a time capsule placed in the cornerstone of the building to be opened in 1976. Upon opening the original capsule in 1976, the tradition carried on as a new capsule was placed to be opened in 2026, coinciding with the nation’s 250th birthday.

The 50-year-old time capsule will be opened publicly in front of Village Hall on July 3, 2026. Additional details and invitations for community participation will follow shortly. The America250 planning team will continue to engage the community in the coming months to determine what will be placed in the next time capsule to be opened in 50 years.

RECOMMENDATION:

Consider adoption of Resolution No. R-46-2026 A Resolution of the Village of Winnetka in Support of the Illinois America250 Commemoration

ATTACHMENTS:

1. Resolution No. R-46-2026: A Resolution of the Village of Winnetka in Support of the Illinois America250 Commemoration

RESOLUTION NO. R-46-2026

**A RESOLUTION OF THE VILLAGE OF WINNETKA IN SUPPORT OF THE
ILLINOIS AMERICA250 COMMEMORATION**

WHEREAS, the United States of America will commemorate its 250th anniversary on July 4, 2026, marking a historic milestone in the nation's history; and

WHEREAS, on July 4, 1776, the Second Continental Congress formally adopted the Declaration of Independence, asserting the American colonies' freedom from British rule and laying the foundation for the principles of democracy and self-governance; and

WHEREAS, the U.S. Semi-quincentennial Commission, known as the America250 Commission (america250.org) was established by Congress in 2016 to plan and orchestrate the 250th anniversary of the signing of the Declaration of Independence, aiming to engage all Americans in commemorating this historic event through educational initiatives; and

WHEREAS, the Illinois America250 Commission (IL250.org) was established to develop, encourage and execute an inclusive commemoration and observance of the founding of the United States of America, and Illinois' imperative role in the nation's history; and

WHEREAS, the Illinois America250 Commission encourages communities, libraries, schools, local governments, historical societies, cultural institutions and individuals of all ages to develop inclusive commemorations that reflect on Illinois' role in the nation's history and development; and

WHEREAS, recognizing and supporting the Illinois America250 Commission will help ensure a meaningful and educational commemoration for all residents and future generations; and

WHEREAS, the commemoration provides an opportunity to reflect on the state's historical significance, honor the achievements of its people and inspire civic engagement; and

WHEREAS, the Village of Winnetka hereby formally supports the Illinois America250 Commission and its mission to commemorate our nation's 250th anniversary.

NOW, THEREFORE, BE IT RESOLVED that the President and Board of Trustees of the Village of Winnetka expresses its support for the Illinois America250 Commission, and encourages all Illinois communities to organize and participate in local events leading up to and culminating on July 4, 2026, to celebrate America's 250th anniversary.

ADOPTED this May 5, 2026, pursuant to the following roll call vote:

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

Signed

Village President

Countersigned:

Village Clerk