

Winnetka Village Council
REGULAR MEETING
Village Hall
510 Green Bay Road
December 7, 2021
7:00 p.m.

Emails regarding any agenda item are welcomed. Please email contactcouncil@winnetka.org, and your email will be relayed to the Council members. Emails for the Tuesday Council meeting must be received by Monday at 4 p.m. Any email may be subject to disclosure under the Freedom of Information Act.

AMENDED AGENDA

- 1) Call to Order
- 2) Pledge of Allegiance
- 3) Quorum
 - a) December 14, 2021 Study Session
 - b) December 21, 2021 Regular Meeting
- 4) Public Comment
- 5) Reports
- 6) Approval of Agenda
- 7) Consent Agenda
 - a) Approval of Village Council Minutes:
 - i) October 29, 2021 Budget Review Meeting.....3
 - ii) November 16, 2021 Regular Meeting.....10
 - b) Approval of Warrant List dated November 5, 2021 – November 18, 2021.....15
 - c) Ordinance No. MC-6-2021: Fire Sprinkler Fee Rebate Renewal (Introduction/Adoption).....16
 - d) Property Tax Levy and Abatement Ordinances (Adoption).....19
 - i) Ordinance No. M-20-2021: 2021 Tax Levy Ordinance (Adoption)
 - ii) Ordinance No. M-21-2021: SSA No. 3 Close Out Ordinance (Adoption)
 - iii) Ordinance No. M-22-2021: Tax Abatement Ordinance (GO Series 2020 – bond issue) (Adoption)
 - e) Resolution No. R-90-2021 Waiving the Bidding Requirements for the Purchase of Bulk Rock Salt and Approving a Renewal Agreement with Morton Salt Inc. (Adoption).....28
 - f) Adoption of: FY 2022 Village Budget
 - i) Resolution No. R-92-2021: Village Budget (Adoption).....46
 - ii) Resolution No. R-93-2021: Utility Rates and Fees (Adoption).....50
 - iii) Resolution No. R-94-2021: General Fees (Adoption).....68
 - g) Resolution No. R-96-2021: Amended Village Investment Policy (Adoption).....83

h) Resolution No. R-99-2021: Transfer of License Agreement from Grand Foods to Sunset Foods (Adoption).....	96
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8) Ordinances and Resolutions:	
a) Ordinance No. M-23-2021: Authorizing the Disposition of Surplus Personal Property Owned by the Village of Winnetka (Introduction/Adoption).....	199
b) Ordinance No. M-24-2021: Mathnasium - 1054 Gage Street (Introduction/Adoption).....	206
c) Resolution No. R-98-2021: Purchase of Underground Stormwater Vaults (Adoption).....	257
9) Old Business: None.	
10) New Business:	
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13) Adjournment	

**MINUTES
WINNETKA VILLAGE COUNCIL
REGULAR VIRTUAL MEETING
October 29, 2021**

(Approved: xx)

A record of a legally convened regular meeting of the Council of the Village of Winnetka, which was held in the Council Chambers at Village Hall on Friday, October 29, 2021, at 8:30 AM.

- 1) Call to Order. President Rintz called the meeting to order at 8:30 AM. Manager Bahan called the roll. Present: Trustees Robert Apatoff, Andrew Cripe, Tina Dalman, Robert Dearborn, Kim Mancini and John Swierk. Absent: None. Also present: Village Manager Robert Bahan, Assistant Village Manager Kristin Kazenas, Community Development Director David Schoon, Assistant Village Engineer Emily Grimm, Finance Director Tim Sloth, Assistant Finance Director Tony Vasquez, Accounting Manager Dell Duckworth, Fire Chief John Ripka, Chief of Police Marc Hornstein, Director of Public Works Gio McLean, Public Works Analyst Diana Puga, Director of Water & Electric Brian Keys, and no persons in the audience.
- 2) Comments.
 - a) President Rintz states how historic this years budget presentation is and, for the 8th year in a row, is proud to announce that the Village will not increase the tax levy, especially in light of the physical transformation of the central business districts. It will rely only on conservative new development projections to absorb increased operational expenses. President Rintz expresses how great it is to see the change in demographics referencing younger families moving to town, more liveliness in the downtown area, parks that are more filled, and how by staying consistent with the tax levy, it provides a tool for realtors to market Winnetka. This distinguishes Winnetka from the surrounding communities and adds great value to the homes.
 - b) Village Manager Rob Bahan briefs Council and staff on the COVID-19 protocols for the budget meeting presentation. After reviewing CDC and IDPH guidelines, Village staff has increased airflow in Council Chambers by keeping windows opened, providing air cleaners, maintaining 6 feet social distancing, and reminding any members of the audience that masks are to be worn. Council and staff may remove their masks when stationary and seated while being 6 feet apart, and speaking at the podium. If leaving Council Chambers, attendees must be sure to wear their masks. To minimize the number of people in the room, department heads will be present for the overview before departing and will return for their presentations. Village Council and Village staff tested negative for COVID-19 the day before the meeting.
- 3) Budget Review Topic (2022 budget document previously distributed):
 - a) Finance Director Tim Sloth informs Council and staff that he will be providing an overview of the budget including key policy initiatives, tax levy, and the capital improvement plan before turning it over to the department heads for their presentations. Mr. Sloth first extends his thanks to staff on their hard work and help with putting together the 2022 budget. Prior to developing the budget, staff had to take into account the current economic environment that had resulted in a recession. When considering the 2022 budget, Mr. Sloth states the considerations that were needed to be attentive towards included the continued uncertainty, ensure that the budget assumes realistic revenue estimates and that if the economy does falter, the Finance Department will be ready to implement revised financial plans. Mr. Sloth reviews a summary of the budget/financial policies including the operating expenditures, home rule, utility rates, operating expenses,

statutory contributions for public safety pensions, capital, budget amendments, and fund balance/net asset policy. Mr. Sloth states that the proposed 2022 Budget is fiscally sound, and that the operating budgets are balanced. Capital is funded on a “pay as you go” basis whenever possible. For the eight year in a row, no property tax levy increase for existing residents is proposed. Trustee Dearborn questions the contingency fund dollar amount; Mr. Sloth confirms a total amount of \$300,000. Trustee Dearborn directs his attention to the capital funding for the 93 Green Bay Road site, inquiring how much is in the revitalization fund. Mr. Sloth directs Council that while it was not considered under the capital fund, it is under the business district revitalization fund at \$50,000. Council suggests that there may need to be more funding for the site under the budget.

- b) Public Affairs / Village Manager’s Office. Kristin Kazenas, Assistant Village Manager, thanks Council for the opportunity to present the Public Affairs and VMO budget. Informing Council that the Public Affairs department focus on Village wide support and Village Council initiatives while the VMO provides the departments specific operations specific to administration; communications, economic development and human resources. Ms. Kazenas reviews the 2021 accomplishments, stating the support provided for local businesses during the ongoing COVID pandemic, managing the Village’s COVID-19 pandemic response, providing vaccination clinics and the overall safety of Village employees as well as the successful hiring process. Ms. Kazenas reviews various key budget items for public affairs, communications, economic development, and human resources.

Trustee Mancini questions the change in numbers for full time and part time staff corresponding with the change in budget. Ms. Kazenas confirms that the number of total employees remains consistent stating changes only occurred during position vacancies over a two-year period.

Trustee Cripe inquires about COVID reimbursements from FEMA or neighboring communities. Mr. Sloth informs Council that some reimbursements have been received stating that certain items are still ongoing before the Village is fully reimbursed.

Trustee Cripe additionally questions the possibility of Winnetka having its own public health department and if that would allow for the Village to implement its own regulations and policies. Village Manager Rob Bahan confirms that this would be a possibility in the future.

- c) Finance Department. Assistant Finance Director Tony Vasquez reviews the consistency of the Finance Departments staffing and proceeds to inform Council on the department overview. Various Finance functions include financial management practices, IT practices and technological assets, continuously improving on the financial strength, maintaining maximum transparency, and providing financial direction and support to other departments. Mr. Vasquez confirms the 2022 budget at \$1,913,929 stating that it is up 3.3% from the prior year. The Finance Department accomplishments include a secure \$2.7 million in grant revenue, GFOA awards, completed audit, tracking COVID-19 related costs and submissions for additional reimbursements, enhancements for cybersecurity, and reduction in the Village’s risk exposure by implementing new intergovernmental insurance program (ICRMT). Various 2022 goals and objectives include seeking grant opportunities, safeguarding the Village’s financials, preparing and managing the 2023 annual budget and 2021 annual audit, publishing the annual financial report, developing and maintaining stormwater financial plans, financial analysis to utility funding and strive to continue winning GFOA budget and audit awards.

Council seeks clarification on how Village IT security is managed; Mr. Vasquez informs Council that safety measures are taken including various security training and educational steps with Village employees to provide knowledgeable information and preventable measures that may be taken to lessen the chances of exposure of information.

- d) Fire Department. Fire Chief John Ripka reviews the Fire Department staffing stating that there has been no change in the department's staffing. Chief Ripka confirms that emergency responses have been consistent ranging from 2,200-2,400 calls per year. However, a slight drop in 2020 was observed due to the ongoing pandemic. Mr. Ripka reviews accomplishments including a new MSA G1 air packs, Fire Training Tower repairs, data migration of new fire reporting software, implementing training cooperative and IGA's with surrounding communities and CPR/First Aid training for Village employees. Mr. Ripka informs Council on some accomplishments of the Fire Department including initiatives to set up COVID vaccination clinics, applied and received approval to conduct rapid COVID antigen testing for Village employees and families, replacement of vehicles, creating new Firemedic hiring list, providing pediatric advanced life support training for department paramedics and renew fire sprinkler fee rebate program which is set to expire in December of 2021. The Fire Department total 2022 budget is \$6,159,874; a .1%/ \$5,477 increase from the prior year.

Trustee Swierk inquires if the upcoming vehicle purchases are being budgeted yearly. Village Manager Rob Bahan confirms that the vehicle purchases, in excess of \$50,000, are budgeted from the capital plan. Mr. Ripka confirms that a new engine truck will be need to be purchased in 2025.

Trustee Apatoff expresses how great it was to join surrounding communities with the New Trier vaccination program, however, Mr. Apatoff questions if there will be any future implementations on providing vaccinations as a service to the community. Mr. Bahan confirms that the initial drive was the lack of supply and number of entities that were able to administer the vaccine, however, due to the current availability of supply, it may be easier for the Village to partner with companies such as Jewel rather than Cook County. Mr. Ripka confirms that the Village has established a strong and positive relationship with Jewel and may consider working with them in the future.

- e) Police Department. Police Chief Marc Hornstein reviews staffing levels, 2021 accomplishments, and 2022 goals, which include: leadership development for supervisory staff, increase in service training for police personnel, reinforce crime prevention and community relation efforts, partnering with New Trier High School administration on security enhancements for East Side renovation project, conducting entry-level police officer exam to establish eligibility list.

Chief Hornstein informs Council on the need of HVAC repairs at the Police Department, stating that the system is 24 years old and is in need of replacement. President Rintz seeks clarity on how the process of repairing the system will work. Chief Hornstein confirms that Police has been working with the Finance Department on design and bid process. President Rintz questions if the contractor will propose a design system in the event that issues arise, there will be liability measures. Chief Hornstein confirms that those measures would be taken during the bid process.

Trustee Mancini questions Chief Hornsteins concerns and future plans about the recruitment of finding eligible police officers for entry level hires. Chief Hornstein confirms that while he does have concerns, considering the low number of applicants,

however, is looking forward to the opportunity of engaging with young officers and overcoming these challenges.

Deliberation between Council suggests that the Winnetka Police Department dispatch center provide adequate training to all new hires. This would include familiarity with the Community, location, responses, and timing.

- f) Public Works Department. Public Works Director Gio McLean states that the Public Works Department is funded from the general fund and the department's primary responsibilities include operational needs of refuse collection and disposal, roadway and right-of-way maintenance including snow removal, operation maintenance of the stormwater drainage system and sewer drainage system, public facilities maintenance, and fleet services. While the Public Works Department has a few staffing position changes, Mr. McLean states that the total number of positions has remained the same. Public Works accomplishments include the maintenance of the Village's infrastructure during the COVID-19 pandemic, implanting curbside refuse collection and the continuation of back door residential refuse pick-up service, provide recycling collection programs, completion of spring clean-up, completing the annual street and sidewalk rehabilitation programs, replacement tractor, replacement leaf vacuum, perform annual leaf collection, implementing mobile data collection and GIS modeling of maintenance programs. Mr. McLean additionally states the 2022 goals and objectives including maintaining Village streets, sidewalks and alleys, maintaining public facilities and landscaping. Mr. McLean elaborates on various budgeting factors confirming that i) Public Works capital equipment replacement totals \$343,000, ii) informs Council of a 4.1% decrease in salary benefits, iii) budget has increased 2.7%. Gio McLean indicates that there will be a 2% rate increase in sewer rate, stating that Winnetka is below the average of surrounding communities.

[The Council took a recess at 11:36AM; the meeting reconvened at 12:50 PM.]

Emily Grimm, Assistant Village Engineer, addresses Council members regarding the stormwater presentation and the 2022 goals and objectives. One of the main objectives is to begin the construction of the first phases of the stormwater vision project which consist of the two projects; the Hibbard stormwater wetland storage and North of Willow Storage facilities. The fund has received a large increase in revenue due to grants received from the state that are part of the 2022 budget. The timing of the project will depend on permitting, length of the construction phases, and landfill access.

Finance director Tim Sloth states that between the various projects between 2022-2026 total \$74,471,000 in plan spending which is accumulated through stormwater reserve, MWRD grants, ARPA funds, state capital bill, annual general fund, accumulated general fund transfer, rebuild Illinois funds, MFT transfer funds, future bond issuance, STP funding and unidentified funding. Mr. Sloth indicates that regarding the cash flow of the fund, there is a total beginning cash balance of \$15.2 million for 2021, although the total will vary, after the five-year plan it is anticipated that \$869,000 ending cash balance which is above the minimum policy threshold.

Trustee Apatoff questions the certainty of the \$74 million budget. Village Manager Bahan confirms that there was cost modeling with a private contractor, and states that there will be further refinement, in the near future, regarding the market prior to bidding. Mr. Bahan also confirms that the quote on stormtraps is on target, with the estimates presented in November of 2020.

Trustee Dearborn questions the contingency built in between the \$18 million in 4 year/\$21 million in 5 years. It is confirmed that there is a contingency included in \$74 million of 20%. Trustee Dearborn reiterated that while there is \$19 million, and the grant does not get funded, staff will have to pull from the stormwater and general fund. President Rintz confirms, however, that the Village has about \$27 million in hand between the two funds.

- g) Engineering Department. Assistant Village Engineer, states that the Engineering Department oversees MFT dollars in projects, prepare plans and specifications for all Village projects, supervise construction and inspect private and public infrastructure projects, manage annual programs including street rehabilitation, sidewalk replacement, etc.. The Engineering Department is also in charge of obtaining permits, oversees floodplain management, responds to residents, and maintains the Village GIS program and the Village Forestry Division including tree planting and various landscaping. Various accomplishments include the completion of the Lincoln Avenue streetscape project, 2021 Street Rehabilitation project, reconstruction of the Pine and Birch parking lot, sidewalk replacement, completion of sewer relining, plan reviews, inspections, tree trimming/tree removal/tree planting. The department's various goals consist of the annual street rehabilitation program, completion of phase 4 Chestnut Court Streetscape project, reconstruction of the Village Hall parking lot, and begin construction on the first phases of the Stormwater Improvements project.

Ms. Grimm indicates that the 2022 is \$1,345,000. Part of the budget consists of reevaluating the Villages roads and estimating the costs of the Street Rehabilitation project.

President Rintz questions if the Village has taken a jurisdictional transfer of Tower Road west of Forestway Drive. Village Manager Rob Bahan confirms that part of Tower Road still belongs and is owned by the Village.

Trustee Dearborn reflects on the capital plan for engineering regarding the post office site over the upcoming 5 years. President Rintz states that staff will need to be mindful of the expenditures and confirms that there is about \$100,000 planned in the fund.

Motor Fuel Tax Fund. Ms. Grimm explained that this fund is earmarked for transportation-related capital improvements. It was used in 2021 and will be in 2022 to begin the Willow Road project design. She noted that the 2022 revenue is just over \$1 million coming from the MFT funds from the state and various grants.

- h) Community Development. Community Development Director David Schoon briefs Council on the departments various staff and outside contractors that aid in the services provided. In terms of accomplishments, the Community Development department has completed phase I, II, and III of the Downtown Master Plan, restarted the Comprehensive Plan update, amendments to the demolition permit process and creation of 20% density bonus for historic structures, and assisting Council with the selection of the preferred developer for the 93 Green Bay Road project. Various goals for the department include the Comprehensive Plan update, Downtown Master Plan Implementation, facilitating the redevelopment of One Winnetka, assisting with Economic Development activities, building permits and inspections, and providing Board and Commission support.

The 2022 expenditures are planned to increase by \$32,000, a 185% increase. Mr. Schoon briefs Council that salary and benefits make up 57% of the budget, legal services that make up 14%, third party services that amount to 23% of the budget, and other services and supplies accumulating a total of 6% of the budget for the department.

Business District Revitalization Fund.

Projects for 2022 include: Engineering design work for Phase III of the Streetscape (East Elm Street); Construction of Phase IV (West Elm Street); Design concept and Phase I of Hubbard Woods streetscape project; completion of the Gateway and Elm District Wayfinding project; repair work of streetscape items; 93 Green Bay Road redevelopment; EV charging stations in public lots; Elm District banner program; Parking signage.

Mr. Schoon reviewed the proposed five-year capital improvement plan.

- i) Water & Electric. Water & Electric Director Brian Keys introduces Council to Nicholas Narhi, Assistant Water & Electric Director.

Mr. Keys presents the department overview stating that it is responsible for providing residents and businesses within Winnetka with various services including adequate power supplies, improving infrastructure, and providing uninterrupted service.

Water & Electric accomplishments include performing preventative maintenance, installation of 31 electric service connections, replacement of underground cables, responding to generation dispatch requests, and responding to electrical interruptions.

Brian Keys briefs Council on the goals and objectives for 2022 consisting of completing to expansion of the Northfield Substation, installation of new service connections, preventative maintenance programs and repairs to minimize forced outages.

The Water & Electric revenue is confirmed to be up 8.5% factored by a 5% rate increase for electric rates including a \$500,000 transfer from the general fund flowing into the revenue account. 17.7% based on salary and benefits amounts that were moved into the expense account due to an accounting change. Mr. Keys also states that the Water & Electric department is budgeting for a significant increase in purchase power of 13.6%. Brian Keys proposes a 2022 budget of \$2.6 million. The Water & Electric operating expenses consisting of purchase power, consulting services, substation, various maintenance programs, electric plant, street lighting and traffic signals, buildings, and a replacement vehicle.

Brian Keys discusses the 5 year capital improvement plan, stating that the 2022 Fiscal Year is a transition point for the Electric Plant. Mr. Keys confirms that the capital improvement plan contains approximately \$3.3 million of improvements required for continued long-term operation of the plant.

President Rintz clarifies that the overview of the 5 year capital improvement plan will need to be discussed over the course of the year to obtain a better understanding of the big picture items and recommendations by Brian Keys.

Water Fund. Mr. Keys described the department's functions, listed major 2021 accomplishments: performing preventative maintenance on water distribution system, completed preventative maintenance work at the Water Plant, completing water service connections, responding to water main breaks, completing water main replacements, completing the Elm Street water service transfer project.

Brian Keys briefs Council on the department overview stating that it supplies potable water for the health and safety of Winnetka and Northfield residents including unincorporated areas of Indian Hill, Woodley Woods, and Longmeadow Road in Northfield. Confirming that the 2022 budget totals \$7,245,572.

The key goals for 2022: (i) adhere to regulatory requirements; (ii) installations of new service connections; (iii) preventative maintenance programs for water system reliability; (iv) adhere to long-term capital plan; and (v) invest in maintenance and improvements of the Water Plant.

Mr. Keys explained that the 2022 key budget items will continue to consist of various water main projects, budgeting for new service installations, preventative maintenance programs, replacement of Village vehicle(s), and water distribution system repair.

President Rintz refers to the expense number and the net fund loss for 2022, asking for additional details. Finance Director Tim Sloth and Brian Keys elaborate that the some of the factors come from the debt service amount and services from capital that are going into the 2022 budget.

Village Manager Rob Bahan thanks staff for the work put forth in the budget presentations. Mr. Bahan also thanks Council for the dedicated time and emphasizes the importance for their presence and feedback to Village staff.

4) Public Comment. None.

5) Adjournment. Trustee Dearborn, seconded by Trustee Swierk, moved to adjourn the meeting. By voice vote, the motion carried. The meeting adjourned at 3:20 p.m.

Recording Secretary

**MINUTES
WINNETKA VILLAGE COUNCIL
REGULAR MEETING
November 16, 2021**

(Approved: xx)

A record of a legally convened regular meeting of the Council of the Village of Winnetka, which was held in the Council Chambers at Village Hall on Tuesday, November 16, 2021, at 7:00 PM.

- 1) Call to Order. President Rintz called the meeting to order at 7:00 PM. Present: Trustees Robert Apatoff, Andy Cripe, Tina Dalman, Robert Dearborn, and Kim Mancini. Absent: Trustee John Swierk. Also present: Village Manager Robert Bahan, Assistant Village Manager Kristin Kazenas, Village Attorney Peter Friedman, Deputy Village Clerk Berina Gradjan and approximately 8 persons in the audience.
- 2) Pledge of Allegiance. Trustee Dearborn led the group in the Pledge of Allegiance.
- 3) Quorum.
 - a) Tuesday, December 7, 2021 Regular Meeting. All of the Council members present said they expect to attend.
 - b) Tuesday, December 14, 2021 Study Session. All of the Council members present said they expect to attend.
 - c) Tuesday, December 21, 2021 Regular Meeting. All of the Council members present said they expect to attend.
- 4) Public Comment. None.
- 5) Reports: None.
 - a) Trustees. None.
 - b) Attorney. None.
 - c) Manager.
 - i) On November 11th, Village Manager Rob Bahan attended an intergovernmental meeting at New Trier with his counterparts sharing the various initiatives and projects they worked on. Mr. Bahan suggests trying to continue these meetings to stay in touch with each other's work.
On November 12th, the Village assisted District 36 with their student COVID vaccination clinic. Mr. Bahan states that 1100 students were vaccinated. The 2nd dose vaccination clinic will take place on the 3rd of December.
 - d) Village President. None.
- 6) Approval of the Agenda. Trustee Dalman, seconded by Trustee Apatoff, moved to approve the Agenda. By voice vote, the motion carried.
- 7) Consent Agenda
 - a) Village Council Minutes.
 - i. November 2, 2021, Joint Study Session
 - ii. November 9, 2021, Regular Meeting
 - b) Approval of Warrant List dated October 22 – November 4, 2021 in the amount of \$1,577,927.37.

- c) Resolution No. R-88-2021: Approving a Class B Liquor License for Sunset Food Mart, Inc (Adoption)
- d) Resolution No. R-89-2021: Approving a Permanent Utility Easement Agreement (843-847 Elm Street) (Adoption)

- e) Village Council Meeting Schedule for 2022

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

8) Ordinances and Resolutions.

- a) Ordinance No. M-19-2021: Amending a Special Use Permit and a Variation for an Addition to Christ Church at 470 Maple Street (Introduction/Adoption).

Community Development Director David Schoon states that the subject property is located at 470 Maple and is zoned R-4 single family residential. The church is looking to replace the stairs facing Maple and is proposing to add a vestibule. As part of the request, they will need an additional variation for the additional gross floor area to help make building accessible to those with needs. The requests were approved by the Zoning Board of Appeals; 6-0 vote, Design Review Board; 4-0 vote, Plan Commission; 7-0 vote.

Trustee Mancini, seconded by Trustee Apatoff, moved to waive introduction of Ordinance No. M-19-2021. By voice call vote, the motion carried

Trustee Dalman, seconded by Trustee Dearborn, moved to adopt Ordinance No. M-19-2021. By roll call vote, the motion carried. Ayes: Trustees Apatoff, Cripe, Dalman, Dearborn, and Mancini. Nays: None. Absent: Trustee Swierk.

- b) Resolution No. R-91-2021: 644 Pine Lane – Final Plat of Consolidation (Adoption)

The applicant is looking to take the existing two lots and combine it into one. The property has gone through the demolition review process and while there has been delay issued, it has now expired allowing for demolition to proceed. Mr. Schoon confirms that there were no written or oral comments at the Plan Commission level and was approved by a 7-0 vote.

Trustee Mancini questioned if the previous owner owned both lots and if the lots were sold together. Mr. Schoon confirms that while the lot was considered “one”, it was subdivided, and the new owner is now looking to combine the lots.

Trustee Apatoff, seconded by Trustee Cripe, moved to adopt Resolution No. R-91-2021. By roll call vote, the motion carried. Ayes: Trustees Apatoff, Cripe, Dalman, Dearborn, and Mancini. Nays: None. Absent: Trustee Swierk.

- c) Resolution No. R-95-2021: Approving Settlement Agreements with Romspen Mortgage Limited Partnership, Ryan McNaughton, SB One Winnetka, LLC, and SB Winnetka, LLC (Adoption)

Peter Friedman, the Village Attorney, reviews the two settlement agreements stating that one of the settlement agreements requires a payment from the former owners and a dismissal of the Villages lawsuit against the parties with code violations. Mr. Friedman states that the second settlement agreement is between the Village and Romspen, the

former receiver. In addition to Romspen paying the Village, the previous lawsuit filed against the Village regarding the perspective sale of property, will be dismissed with prejudice. Additionally, the settlement requires the owner of the property to maintain the utility connections to the property, maintain fire protection systems, and purchase window installation and various property improvements to bring the property up to code standards. Any new code violations or public health and safety code violations will grant the Village permission to issue violations to maintain safety.

Trustee Apatoff questions if there is a local manager at the property to address any correspondence. It is confirmed that the current property manager was the former receiver and is stated in the settlement. President Rintz emphasizes that they have had open dialogue with Romspen, are accessible to communicate with, and have been responding.

Trustee Dearborn requests confirmation of the completion date of the window treatments? Village Attorney Peter Friedman states that this should be completed prior to the end of the year.

Public comment.

- i) Nick David questions the commitment of the agreement within the settlements or if the Village is only relying based on the hope for change with the current owner. Peter Friedman confirms it is a requirement per the settlement agreement.

Trustee Dearborn commends Peter Friedman on his work regarding the settlements.

Trustee Dearborn, seconded by Trustee Apatoff, moved to adopt Resolution No. R-95-2021. By roll call vote, the motion carried. Ayes: Trustees Apatoff, Dalman, Dearborn, and Mancini. Nays: None. Absent: Trustee Swierk. Abstain: Trustee Cripe.

- d) Resolution No. R-97-2021: Assignment and Change to Investment Management Agreement with BMO (Adoption)

Tim Sloth, Finance Director, reviews the Resolution to assign and change control of the Village's current investment and management agreement from BMO to Taplin, Canida & Habact, LLC. The Village was notified earlier in the year, by BMO, that they were selling off many of their investment management contracts, necessitating Council approval to move to the new firm.

Trustee Mancini, seconded by Trustee Apatoff, moved to adopt Resolution No. R-97-2021. By roll call vote, the motion carried. Ayes: Trustees Apatoff, Cripe, Dalman, Dearborn, and Mancini. Nays: None. Absent: Trustee Swierk.

- e) Public Hearing: FY 2022 Village Budget. President Rintz opened the Public Hearing at 7:26 PM.

Mr. Sloth explained that the Budget must be adopted before the commencement of the 2022 fiscal year. The Budget is posted on the Village's website, available at the Library and Village Hall, and a public hearing was advertised for tonight. The Budget is balanced, and operating expenses are fully funded by operating revenues; there is no reliance on fund balance proceeds or any other one-time revenue source. Mr. Sloth confirms that for the eight consecutive year no Village property tax increase is imposed on existing Winnetka residents.

There being no members of the public present, President Rintz closed the Public Hearing at 7:29 PM

The Council commended Village Staff for making hard budget choices in the pandemic year and keeping property taxes flat, while still maintaining the Village's infrastructure and high-quality services. It was noted that neighboring communities continued to raise their property tax levies by significant amounts while Winnetka has been holding its property tax levy at the current rate for eight years.

President Rintz commends Village Manager Bahan and staff for the great work and highest performing professionals on the team and his guidance and direction to hold the line for the eighth year in a row on property taxes yet still provide high quality services. Mr. Bahan thanks his team and staff for the work put forth for the budget.

- i) Resolution No. R-92-2021: Village Budget – Public Hearing and Resolution (Introduction).

Trustee Dalman, seconded by Trustee Cripe, moved to introduce Resolution No. R-92-2021. By voice vote, the motion carried.

- ii) Resolution No. R-93-2021: Utility Rates & Fees (Introduction).

Trustee Dearborn, seconded by Trustee Apatoff, moved to introduce Resolution No. R-93-2021. By voice vote, the motion carried.

- iii) Resolution No. R-94-2021: General Fees (Introduction).

Trustee Dalman, seconded by Trustee Dearborn, moved to introduce Resolution No. R-94-2021. By voice vote, the motion carried.

- f) Property Tax Levy and Abatement Ordinances.

Mr. Sloth said the total property tax levy is \$15,236,127. A typical resident will not see a change in the Village share of their property taxes; however, new development will be captured at 0.49%. Proceeds from property taxes account for a little over 50% of the General Fund, and primarily pay for operations of Village departments, routine infrastructure maintenance, and public safety pension fund contributions. The Village, while not obligated to, has maintained a consistent tax levy, less than what the state tax cap allows.

- i) Ordinance No. M-20-2021: 2021 Tax Levy (Introduction).

Trustee Mancini, seconded by Trustee Apatoff, moved to introduce Ordinance No. M-20-2021. By roll call vote, the motion carried. Ayes: Trustees Apatoff, Cripe, Dalman, Dearborn, and Mancini. Nays: None. Absent: Trustee Swierk.

- ii) Ordinance No. M-21-2021: Terminating Special Service Area No. 3 (Introduction).

Trustee Cripe, seconded by Trustee Apatoff, moved to introduce Ordinance No. M-21-2021. By roll call vote, the motion carried. Ayes: Trustees Apatoff, Cripe, Dalman, Dearborn, and Mancini. Nays: None. Absent: Trustee Swierk.

- iii) Ordinance No. M-22-2021: Tax Abatement Ordinance for General Obligation Refunding Bonds, Series 2020 (Introduction).

Trustee Dalman, seconded by Trustee Cripe, moved to introduce Ordinance No. M-22-2021. By roll call vote, the motion carried. Ayes: Trustees Apatoff, Cripe, Dalman, Dearborn, and Mancini. Nays: None. Absent: Trustee Swierk.

9) Old Business. None.

10) New Business. None.

11) Appointments: None.

12) Closed Session for the purpose of discussing the Sale or Lease and Related Compensation of Village Property Pursuant to Section 2(c)(6) of the Open Meetings Act.

Trustee Dearborn, seconded by Trustee Mancini moved to adjourn into Closed Session for the purpose of discussing the Sale or Lease and Related Compensation of Village Property Pursuant to Section 2(c)(6) of the Open Meetings Act and to adjourn the Open Meeting automatically and immediately upon the conclusion of the Closed Session without the conduct of any further business or comments. By roll call vote, the motion carried. Ayes: Trustees Apatoff, Cripe, Dalman, Dearborn, and Mancini. Nays: None. Absent: Trustee Swierk.

The Council adjourned into Closed Session at 7:42 PM.

13) Adjournment. The meeting adjourned at 8:40 PM.

Recording Secretary



Agenda Item Executive Summary

Title: Approval of Warrant List Dated November 5, 2021 - November 18, 2021

Presenter: Robert M. Bahan, Village Manager

Agenda Date:

12/7/2021

Consent:



YES



NO

☐

Ordinance

☐

Resolution

☐

Bid Authorization/Award

☐

Policy Direction

☒

Informational Only

Item History:

None.

Executive Summary:

The Warrant List dated November 5, 2021 - November 18, 2021

Recommendation:

Consider approving the Warrant List dated November 5, 2021 - November 18, 2021

Attachments:

None.



Agenda Item Executive Summary

Title: Ordinance No. MC-06-2021: Fire Sprinkler Fee Rebate Renewal (Introduction/Adoption)

Presenter: John Ripka, Fire Chief

Agenda Date: 12/07/2021

Consent: ☒ YES ☐ NO

☒	Ordinance
☐	Resolution
☐	Bid Authorization/Award
☐	Policy Direction
☐	Informational Only

Item History:

In January 2016, Village Council amended the Winnetka Village Code to allow any building owner that installs an automatic fire sprinkler system to obtain a rebate of the Village's applicable plan review fees, water service tap fee, water meter fee, street replacement fee, and right-of-way excavation fee. The eligible period to apply for a fee rebate was set from January 1, 2016 through December 31, 2021.

Executive Summary:

In order to ease the financial cost for building owners/businesses installing an automatic fire sprinkler system, the Village Council amended the Village code to allow for a rebate of the Village's applicable fees. This was done on a 5 year trial in January 2016 and the fee rebate portion of the sprinkler code is set to expire on December 31, 2021.

Since the program was implemented, there have been 5 businesses that received the rebate. The refunds ranged from \$890 to \$4,395, depending on the extent of work needed to install the water main and sprinkler system. The total amount of refunds paid out in the 5 years of the program has been \$15,050. The owners that applied and received a refund were extremely appreciative of this program.

The rebate program has been a great incentive to encourage building owners/businesses to install fire sprinklers by offsetting some of the initial costs of the system. The Community Development Department and Fire Department are requesting to extend the program for another 5 years through December 31, 2026.

Recommendation:

Consider waiving introduction and adopting Ordinance No. MC-06-2021

Attachments:

1. Ordinance No. MC-06-2021: Amending Section 15.16.050 of the Winnetka Village Code Concerning Fire Sprinkler Fee Rebates

ORDINANCE NO. MC-6-2021

AN ORDINANCE AMENDING SECTION 15.16.050 OF THE WINNETKA VILLAGE CODE CONCERNING FIRE SPRINKLER FEE REBATES

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 has the authority to exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, Section 15.16.050 of the Winnetka Village Code, as amended ("*Village Code*"), regulates the installation of automatic fire sprinkler systems ("*Sprinkler System*"); and

WHEREAS, Section 15.16.050(C) of the Village Code permits any building owner, other than a unit of government, who files applications or other submittals in anticipation of installing a Sprinkler System, to apply for and receive a rebate of certain fees paid to the Village ("*Fee Rebate Program*"); and

WHEREAS, the Fee Rebate Program, as set forth in Section 15.16.050(C) of the Village Code, ends on December 31, 2021; and

WHEREAS, the Village Council desires to extend the Fee Rebate Program for another five years ("*Fee Rebate Extension*"); and

WHEREAS, the Village Council has determined that adoption of a Fee Rebate Extension as set forth in this Ordinance is in the best interests of the Village;

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

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

SECTION 2: AMENDMENT TO SECTION 15.16.050 OF THE VILLAGE CODE. Section 15.60.050, titled "Fire Sprinkler Requirements," of Chapter 15.16, titled "Fire Prevention and Life Safety Codes," of the Village Code shall be amended to read as follows:

"Section 15.16.050 Fire Sprinkler Requirements.

* * *

- C. Fee Rebate. Any building owner, other than a unit of government, who files, during the period beginning January 1, 2016 and ending December 31, ~~2021~~ **2026**, with the Village the permit applications and other submittals necessary to install an automatic fire sprinkler system may obtain a rebate of the Village's applicable plan review fees, water service tap fee, water meter fee, street replacement fees, and right-of-way excavation fee, as those fees may

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

be amended from time to time by the Village Council. Eligible building owners may apply for these fee rebates after the Village Fire Chief, or his designee approves the automatic fire sprinkler system installed within the building.”

* * *

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

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

PASSED this 7 of December, 2021, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this ____ day of _____, 2021.

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 _____, 2021.

Introduced: _____, 2021
Passed and Approved: _____, 2021



Agenda Item Executive Summary

Title: Property Tax Levy and Abatement Ordinances (Adoption)

Presenter: Timothy J. Sloth, Director of Finance

Agenda Date: 12/07/2021

Consent: ☒ YES ☐ NO

- | | |
|-------------------------------------|-------------------------|
| ☒ | Ordinance |
| ☐ | Resolution |
| ☐ | Bid Authorization/Award |
| ☐ | Policy Direction |
| ☐ | Informational Only |

Item History:

The Council has reviewed the proposed 2022 calendar year budget and the funding provided by property taxes to balance the budget. The proposed 2021 property tax levy will generate \$15,236,127 for Village operations, an increase of \$74,293 or .49% from the prior year. Because new development is estimated at .49%, most residents will see no increase in the property taxes they pay to the Village.

Executive Summary:

The 2021 property tax levy sets the amount of revenue to be raised from property taxes to fund Village operations. In Illinois, property taxes are paid a year in arrears. This means that the amount of money requested for the 2021 property tax levy will be received by the Village in calendar 2022.

In addition to the tax levy ordinance for general operations, for the past ten years the Village has had one active special service area (SSA) with a separate tax levy paid only by persons in the SSA. The 2020 tax levy was the final levy related to this SSA. The proposed Ordinance No. M-21-2021 will close out the SSA #3.

The Village issued General Obligation bonds in the amount of \$9.0 million in 2013 and \$7.5 million in 2014 to fund stormwater improvements. These bonds were refunded and replaced by the Series 2020 bonds (\$12,035,000) with the intention of the Village to abate the property tax levy each year for these bonds and to pay the principal and interest from stormwater utility fees collected by the Village. There are adequate funds on hand to allow for the abatement of the property tax levy for 2021 related to these General Obligation bond issues.

Recommendation:

1) Consider adoption of the general property tax levy (Ordinance No. M-20-2021), one special service area close out ordinance (Ordinance No. M-21-2021), and one tax abatement ordinance (Ordinance No. M-22-2021).

Attachments:

1. Property Tax Levy Calculations Spreadsheet
2. Ordinance No. M-20-2021- 2021 Tax Levy Ordinance
3. Ordinance No. M-21-2021 - SSA No. 3 Close Out Ordinance
4. Ordinance No. M-22-2021 Tax Abatement Ordinance (GO Series 2020 - bond issue)

ATTACHMENT 1

Village of Winnetka Schedule of Property Tax Levy Calculations

<u>Tax Levy Category</u>	<u>2020 Actual Tax Levy</u>	<u>2021 Proposed Tax Levy</u>	<u>\$ - Change</u>	<u>% - Change</u>
<u>General Fund:</u>				
Corporate*	\$12,445,282	\$12,691,921	\$246,639	1.982%
<u>Other Funds:</u>				
Police Pension	\$1,291,013	\$1,188,074	(\$102,939)	-7.974%
Fire Pension	\$1,425,539	\$1,356,132	(\$69,407)	-4.869%
Total Village-wide Tax Levy	\$15,161,834	\$15,236,127	\$74,293	0.490%
Less: New Development @ .49%		(\$74,293)	(\$74,293)	-0.490%
Existing Tax Payer Increase	\$15,161,834	\$15,161,834	\$0	0.000%

Increase (Decrease) Based on Total Property Tax Bill

Total Property Taxes Paid 100.00%	Other Taxing Distr. 87.06%	Village 12.94%	0.0% Change / Village
\$10,000	\$8,706	\$1,294	\$0
\$15,000	\$13,059	\$1,941	\$0
\$20,000	\$17,412	\$2,588	\$0
\$25,000	\$21,765	\$3,235	\$0
\$30,000	\$26,118	\$3,882	\$0
\$35,000	\$30,471	\$4,529	\$0
\$40,000	\$34,824	\$5,176	\$0
\$50,000	\$43,530	\$6,470	\$0
\$60,000	\$52,236	\$7,764	\$0

ATTACHMENT 2

ORDINANCE NO. M-20-2021

AN ORDINANCE LEVYING TAXES FOR THE YEAR 2021

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

WHEREAS, on December 15, 2020, the Council of the Village of Winnetka (“Village Council”) adopted Resolution No. R-77-2020, which budgeted \$31,819,052 to meet the expenses and liabilities of the Village for general corporate purposes and retirement fund contributions for the fiscal year beginning January 1, 2021, and ending December 31, 2021; and

WHEREAS, pursuant to page 394 of the budget approved on December 15, 2020, the Village Council has made its preliminary estimate of the 2021 levy, estimating that it is necessary to raise Fifteen Million Three Hundred Thirteen Thousand Four Hundred Fifty-Two Dollars (\$15,313,452) by taxation of taxable property within the Village for general corporate purposes and for retirement fund contributions for the fiscal year beginning January 1, 2021, and ending December 31, 2021; and

WHEREAS, at its October 29, 2021 meeting, the Village Council, upon evaluation of the proposed fiscal year 2022 annual budget, directed the staff to present a 2021 property tax levy for consideration at the December 7, 2021, Village Council meeting, said property tax levy to be in the amount of Fifteen Million Two Hundred Thirty-Six Thousand One Hundred Twenty-Seven Dollars (\$15,236,127), Seventy-Seven Thousand Three Hundred Twenty-Five Dollars (\$77,325) less than was estimated to be necessary to be raised by taxation of taxable property within the Village for general corporate purposes and for retirement fund contributions for the fiscal year beginning January 1, 2021, and ending December 31, 2021; and

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

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

SECTION 2: That in order to meet the expenses and liabilities of the Village of Winnetka for the fiscal year beginning January 1, 2021, and ending December 31, 2021, for general corporate purposes and for retirement fund contributions, there is hereby levied upon all of the taxable property within the corporate limits of the Village of Winnetka subject to taxation for the current year, as assessed and equalized for the year 2021, the sum of Fifteen Million Two Hundred Thirty-Six Thousand One Hundred Twenty-Seven Dollars (\$15,236,127), which is to be collected from the levy of the Village of Winnetka for the year 2021 for all purposes heretofore budgeted.

2021 TAX LEVY SUMMARY

General Fund	Amount Budgeted	Amount To Be
		Raised By Tax Levy
For General Corporate Purposes		
Administration	\$ 3,178,904	\$ 1,474,545
Police	\$ 7,422,831	\$ 3,443,177
Fire	\$ 5,984,397	\$ 2,775,941
Community Development	\$ 1,714,489	\$ 795,288
Public Works / Engineering	\$ 4,264,344	\$ 1,978,102
Capital Expenses	\$ 2,425,000	\$ 1,124,868
General Fund Transfers	\$ 1,650,000	\$ 1,100,000
Totals for General Fund	\$ 26,639,965	\$ 12,691,921
For Retirement Fund Contributions		
For Police Pension Fund	\$ 2,517,740	\$ 1,188,074
For Fire Pension Fund	\$ 2,661,347	\$ 1,356,132
Totals for Retirement Fund Contributions	\$ 5,179,087	\$ 2,544,206
Total Amount Budgeted	\$ 31,819,052	
Total Amount of Levy		\$ 15,236,127

SECTION 3: That there is hereby certified to the County Clerk of Cook County, Illinois, the several sums above, constituting said total amount, and the total amount of Fifteen Million Two Hundred Thirty-Six Thousand One Hundred Twenty-Seven Dollars (\$15,236,127), which is the total amount the Village of Winnetka requires to be raised by taxation for the current fiscal year of the Village, and that, on or before the time required by law, the Village Clerk shall file a certified copy of this Ordinance with the County Clerk of Cook County, Illinois, whereupon it shall be the duty of said County Clerk to levy taxes for the year 2021 on all properties subject to taxation within the Village of Winnetka, in accordance with the provisions of this Ordinance.

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

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

PASSED this 7 day of December, 2021, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

Signed:

Village President

Countersigned:

Village Clerk

Introduced: November 16, 2021

Adopted:

ATTACHMENT 3

ORDINANCE NO. M-21-2021

AN ORDINANCE TERMINATING SPECIAL SERVICE AREA NUMBER THREE OF THE VILLAGE OF WINNETKA

WHEREAS, on April 20, 2010 and July 20, 2010, the Council of the Village of Winnetka (*“Village Council”*) adopted Ordinances No. M-6-2010 and M-13-2010, which established a special service area designated as “Special Service Area Number Three” (*“SSA No. 3”*), for the purpose of providing special services consisting of the construction of a storm sewer, the reconstruction and repaving of Trapp Lane, the construction of a cul-de-sac at the terminus of Trapp Lane and the construction of related appurtenances (*“Special Services”*), all in conjunction with the dedication of Trapp Lane as a public right of way; and

WHEREAS, Ordinance No. M-6-2010 and Ordinance No. M-13-2010 (collectively, the *“SSA Ordinances”*) also authorized the Village to finance improvements in SSA No. 3; and

WHEREAS, all improvements contemplated by the SSA Ordinances have been completed, and the Village has not issued a tax levy over SSA No. 3 since the 2020 tax year and there are no excess funds in the SSA No. 3 fund; and

WHEREAS, the Village Council has determined that terminating SSA No. 3 is in the best interest of the Village;

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

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

SECTION 2: TERMINATION. Village of Winnetka Special Service Area 3 is hereby terminated.

SECTION 3: FILING WITH COUNTY CLERK AND RECORDING. After the effective date of this Ordinance, the Village Clerk is authorized and directed to (i) file a certified copy of this Ordinance in the Office of the Cook County Clerk and (ii) record a copy of this Ordinance against the properties within SSA No. 3 with the Recording Division of the Cook County Clerk.

SECTION 4: EFFECTIVE DATE. This Ordinance shall take effect immediately upon its passage, approval, and publication as provided by law.

[SIGNATURE PAGE FOLLOWS]

December 7, 2021

M-21-2021

PASSED this 7 day of December, 2021, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this ____ day of _____, 2021.

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 _____,
2021.

Introduced: November 16, 2021

Passed and Approved: _____, 2021

ATTACHMENT 4

ORDINANCE NO. M-22-2021

**AN ORDINANCE
ABATING THE TAX HERETOFORE LEVIED
FOR THE YEAR 2021
TO PAY THE PRINCIPAL OF AND INTEREST ON
TAXABLE GENERAL OBLIGATION REFUNDING BONDS, SERIES 2020,
OF THE VILLAGE OF WINNETKA, COOK COUNTY, ILLINOIS**

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

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

WHEREAS, the Village has deposited sufficient funds in the bond fund established by the Ordinance to pay the principal of and interest on the Bonds up to and including December 15, 2022; and

WHEREAS, it is necessary and in the best interests of the Village that the tax heretofore levied for the year 2021 to pay the principal of and interest on the Bonds be abated in its entirety.

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

SECTION 1: Abatement of Tax. The tax heretofore levied for the year 2021 of Seven Hundred Ninety-Nine Thousand Nine Hundred Eighty Dollars (\$799,980.00) in the Ordinance to pay the principal and interest on the Bonds is hereby abated in its entirety.

SECTION 2: Filing of Ordinance. Forthwith upon the adoption of this Ordinance, the Village Clerk shall file a certified copy hereof with the County Clerk of the County of Cook, Illinois, and it shall be the duty of said County Clerk to abate said tax levied for the year 2021 in accordance with the provisions hereof.

December 7, 2021

M-22-2021

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

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

PASSED this 7 day of December, 2021, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

Signed:

Village President

Countersigned:

Village Clerk

Introduced: November 16, 2021

Adopted:

December 7, 2021

M-22-2021



Agenda Item Executive Summary

Title: Resolution R-90-2021: Waiving the Bidding Requirements for the Purchase of Bulk Rock Salt and Approving a Renewal Agreement with Morton Salt Inc. (Adoption)

Presenter: Giovanni McLean, Director of Public Works

Agenda Date: 12/07/2021

Consent: ☒ YES ☐ NO

☐	Ordinance
☒	Resolution
☒	Bid Authorization/Award
☐	Policy Direction
☐	Informational Only

Item History:

2021-2022 Budget Item for snow and ice operations.

Executive Summary:

The Village along with 53 local & county governmental units initially participated in the Lake County bulk rock salt proposal process for the 2020-2021 snow season. The Lake County Division of Transportation elected to renew the contract agreement with Morton Salt, Inc for the 2021-2022 snow season.

Morton Salt, Inc. proposed a price of \$71.34 per ton which represents a 2.5% increase from last year's price of \$69.60 per ton.

The Village will typically use between 1,400 to 1,600 tons of bulk rock salt during an average winter season. The Village anticipates entering this winter season with approximately 200 tons of rock salt on hand. Staff estimates that a purchase of 1,200 tons will sufficiently supply the 2020-2021 winter season. 1,200 tons of rock salt would cost \$85,608 at this year's unit price.

According to the terms of the joint purchasing contract, the Village is obligated to purchase at minimum 80% (\$82,184) of its estimated amount, or may at its discretion procure at maximum 120% of the estimated amount (\$123,276) at the bid price. Morton Salt Inc. has provided bulk rock salt to the Village in the past and staff believes that the vendor will continue to meet the Village's needs. Staff will manage salt orders to abide within the proposed budgeted amount.

The annual winter season spans two budgetary cycles, by agreeing to this purchasing agreement the Village will be committing to purchasing the minimum amount of salt products (\$82,184) in fiscal year 2022. The Village has historically allocated funds for bulk rock salt material to aid in the winter snow removal operations.

Recommendation:

Consider waiving the bidding requirements for the purchase of bulk rock salt and approving a renewal agreement with Morton Salt Inc. for a price not to exceed the 2022 budgeted amount of \$85,000.

Attachments:

1. Resolution No. R-90-2021: Waiving the Bidding Requirements for the Purchase of Bulk Rock Salt and Approving a Renewal Agreement with Morton Salt Inc.

- Exhibit A - Contract with Morton Salt for Road Salt.

- Exhibit B - Lake County - 2022 Patrol 1 Maintenance Salt Bid Tabulation.

**A RESOLUTION WAIVING THE BIDDING REQUIREMENTS
FOR THE PURCHASE OF BULK ROCK SALT AND
APPROVING A RENEWAL AGREEMENT WITH MORTON SALT, INC.**

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

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

WHEREAS, the Village has appropriated funds for the procurement of bulk rock salt ("**Product**"); and

WHEREAS, the Village participated in a joint request for proposals prepared by the Lake County Department of Transportation with other local government units ("**Lake County Group**"), which group jointly requested bids for the purchase of the Product; and

WHEREAS, the Lake County Group received five bids for the purchase and sale of the Product and opened the bids on April 14, 2020, and the Village awarded a contract ("**Prior Agreement**") to Morton Salt, Inc. ("**Vendor**") to provide the Product for the 2020-2021 winter season; and

WHEREAS, the Prior Agreement provides that the Village may renew the Prior Agreement for the 2021-2022 winter season and limits any price increases to no more than five percent; and

WHEREAS, the Village Council desires to renew and extend the Agreement with Vendor to purchase the Product from Vendor for the 2021-2022 winter season at the unit price of \$71.34 per ton and in a total amount not to exceed \$85,000.00 ("**Renewal Agreement**"); and

WHEREAS, the Village Council has determined that it is in the best interests of the Village to (i) waive the bidding requirement pursuant to Section 4.12.010.C of the Village Code and Section IV.3.D of the Village's Purchasing Manual; and (ii) enter into the Renewal Agreement with the Vendor;

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

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

SECTION 2: APPROVAL OF PURCHASE. The Village Council approves the purchase of the Product from Vendor at the unit price of \$71.34 per ton and in a total amount not to exceed \$85,000.00.

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

SECTION 4: AUTHORIZATION TO EXECUTE AGREEMENT. The Village Council hereby authorizes and directs the Village President and the Village Clerk to execute and attest, respectively, on behalf of the Village, the final Renewal Agreement.

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

ADOPTED this 7 day of December, 2021, pursuant to the following roll call vote:

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

Signed

Village President

Countersigned:

Village Clerk

EXHIBIT A

VILLAGE OF WINNETKA

CONTRACT FOR Road Salt

Full Name of Contractor: **Morton Salt, Inc.** ("Morton")

Principal Office Address:

**444 West Lake Street
Suite 3000
Chicago, IL 60606**

Local Office Address:

444 West Lake Street, Suite 3000
Chicago, IL 60606

Contact Name: **Natosha Hunt-Mobley** Telephone: **(312)807-2552**

TO: Village of Winnetka ("Owner")
510 Green Bay Road
Winnetka, IL 60093
Attention: ***Assistant Finance Director***

1. Proposal to Deliver Salt.

A. Contract and Products. Contract Morton will deliver to Village, at the Delivery Address, the bulk rock salt and related services described in the Request for Bids attached hereto (the "Salt") in new, undamaged, and first-quality condition. Morton further agrees to:

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

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

C. Responsibility for Damage or Loss. Morton will be responsible and liable for, and will promptly and without charge to Village, repair or replace damage done to and any loss or injury suffered by Village as a result of Morton's failure to perform hereunder.

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

2. Contract Price Proposal.

A. Price. Morton will deliver the Salt to Village in accordance with the following Schedule of Prices:

Product Item No.	Description of Salt to be delivered to Village	Quantity of Salt to be delivered to Village	Unit Price of Product	Extension
1	Bulk Rock Salt - Early Delivery (November 1, 2021 thru June 1, 2022) 80%-120%	1440 Tons	\$71.34	\$71.34
2	Bulk Rock Salt - Standard Delivery (November 1, 2021 thru June 1, 2022) 120%-150%	1440 Tons	\$76.34	\$76.34

If Village has specified the Quantity of Salt to be delivered to Village in the Request for Bids, then Morton will take, in full payment for all Salt and other matters set forth under Section 1 of this Contract, including overhead and profit, taxes, royalties, license fees, delivery, contributions and premiums, and compensation to all subcontractors and suppliers, the total Contract Price all items above.

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

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

- (1) All prices stated in the Schedule of Prices are firm and will not be subject to escalation or change;
- (2) Village is not subject to State or local sales, use, and excise taxes, and no such taxes are included in the Schedule of Prices, and all claims or rights to claim any additional compensation by reason of the payment of any such tax are hereby waived and released;
- (3) All other applicable federal, State, and local taxes of every kind and nature applicable to the Salt are included in the Schedule of Prices; and

- (4) If a Quantity of Salt to be delivered to Village is specified in the Request for Bids, such amount is an estimate only. Village reserves the right to increase or decrease such quantity, and the total Contract Price to be paid will be based on the final quantity determined by Village for the actual amount of Salt accepted by Village. Morton hereby waives and releases all claims or rights to dispute or complain of any such estimated quantity or to assert that there was any misunderstanding in regard to the amount of Salt to be delivered.

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

Net 60 days upon delivery and acceptance of item(s) by the Village.

All payments may be subject to deduction or set off by reason of any failure of Morton to perform under this Contract.

3. Contract Time Proposal.

Morton will deliver the Salt to Village not later than June 1, 2022 (80% of required quantity).

4. Financial Assurance.

A. Indemnification. Morton will indemnify, and at Village's option defend, Village against all damages, liability, claims, losses, and expenses (including attorneys' fees) that may arise or be alleged to have arisen out of or in connection with Morton's performance of or failure to perform under this Contract, including without limitation any failure to meet the representations and warranties set forth in Section 6 of this Contract.

B. Penalties. Morton will be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise or be alleged to have arisen out of or in connection with Morton's performance of or failure to perform hereunder.

5. Morton's Representations and Warranties.

Morton hereby represents and warrants as follows:

A. The Salt. The Salt will strictly conform to the requirements of this Contract, including without limitation the performance standards set forth in Subsection 1B of this Contract, and will be fit, sufficient, and suitable for the purposes expressed in or reasonably inferred from this Contract and the warranties expressed herein will be in addition to any other warranties applicable to the Salt (including any manufacturer's warranty) or expressed or implied by law which are hereby reserved unto Village.

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

C. Not Barred. Morton is not barred by law from contracting with Village or with any other unit of state or local government as a result of (i) a delinquency in the payment of any

tax administered by the Illinois Department of Revenue unless Morton is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax as set forth in 65 ILCS 5/11-42.1-1, (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33 of the Criminal Code of 1961, 720 ILCS 5/33E-1 *et seq.*, or (iii) for any other reason.

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

6. Acknowledgments.

In submitting this Contract, Morton acknowledges and agrees that:

A. Reliance. Village is relying on all warranties, representations, and statements made by Morton in this Contract.

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

C. Remedies. Each of the rights and remedies reserved to Village in this Contract are cumulative and additional to any other or further remedies provided in law or equity or in this Contract.

D. Time: Time is of the essence for this Contract. Except where specifically stated otherwise, references in this Contract to days will be construed to refer to calendar days.

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

F. Assignment. Neither this Contract, nor any interest herein, may be assigned or subcontracted in whole or in part by Morton except with the prior written consent of Village.

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

H. Amendments. This Contract can be amended only in writing and executed with the same formalities as this Contract.

[SIGNATURE PAGE FOLLOWS]

DATED this __ date of August 2020

VILLAGE OF WINNETKA

By: _____

Attest:

By: _____

MORTON SALT, INC.

By: _____

Attest:

By: _____

EXHIBIT B
2022 PATROL 1 MAINTENANCE SALT BID

	Local Governmental Unit	2022 Quantity: Estimated Usage	2022 Unit Prices			Contact Information	Delivery Location	Bill To Contact/Address
			80% - 120%	120% - 150%	Early Deliver			
1	Lake County Division of Transportation	17,000	tons	\$ 69.30	\$ 74.30	\$ 69.30	Kevin Kerrigan 600 W. Winchester Road Libertyville, IL 60048 Ph: (847) 878-9792 kkerrigan @lakecountyll.gov	600 W. Winchester Road Libertyville, IL 60048 (6:30 am to 3:00 pm) Kevin Kerrigan 600 W. Winchester Road Libertyville, IL 60048 Ph: (847) 878-9792 kkerrigan @lakecountyll.gov
2	Lake County Forest Preserve District	460	tons	\$ 69.03	\$ 74.03	\$ 69.03	Linda Thompson 19808 W. Grand Avenue Lindenhurst, IL 60046 Ph: (847) 968-3325 accountspayable@LCFPD.org	Accounts Payable - Jordan Wagner 1899 W. Winchester Road Libertyville, IL 60048 Ph: (847) 968-3226 jpiotrowski@LCFPD.org
Lake County Townships								
3	Antioch Township	1,500	tons	\$ 69.12	\$ 74.12	\$ 69.12	Eric Ring 933 Bartlett Avenue Antioch, IL 60002 Ph: (847) 395-2070 antiochtownshipwhwy@sbcglobal.net	Eric Ring 933 Bartlett Avenue Antioch, IL 60002 Ph: (847) 395-2070 antiochtownshipwhwy@sbcglobal.net
4	Avon Township	900	tons	\$ 70.98	\$ 75.98	\$ 70.98	Bob Kula 389 W. Main Street Hainesville, IL 60073 Ph: (847) 875-5887 or (847) 546-7480 bob@avonil.us	Bob Kula 389 W. Main Street Hainesville, IL 60073 Ph: (847) 875-5887 bob@avonil.us
5	Cuba Township	1,500	tons	\$ 77.55	\$ 82.55	\$ 77.55	Thomas J. Podgorski 28160 W Cuba Road Barrington, IL 60010 Ph: (847) 381-7793 tjpodgorski@cubaroads.org	Rebecca Novak 28160 W Cuba Road Barrington, IL 60010 Ph: (847) 381-7793 rebecca@cubaroads.org

EXHIBIT B
2022 PATROL 1 MAINTENANCE SALT BID

	Local Governmental Unit	2022 Quantity: Estimated Usage		2022 Unit Prices			Contact Information	Delivery Location	Bill To Contact/Address
				80% - 120%	120% - 150%	Early Deliver			
6	Ela Township	900	tons	\$ 71.40	\$ 76.40	\$ 71.40	Andrew Forster 23605 Echo Lake Road Lake Zurich, IL 60047 Ph: (847) 438-2371 highway@elatownship.org	23605 Echo Lake Road Lake Zurich, IL 60047	Andrew Forster 23605 Echo Lake Road Lake Zurich, IL 60047 Ph: (847) 438-2371 highway@elatownship.org
7	Fremont Township	700	tons	\$ 70.98	\$ 75.98	\$ 70.98	Alicia Dodd 22376 W. Erhart Road Mundelein, IL 60060 Ph: (847) 223-2848 highway@fremonttownship.com	22376 W. Erhart Road Mundelein, IL 60060	Mike O'Kelly 22376 W. Erhart Road Mundelein, IL 60060 Ph: (847) 223-2848 highway@fremonttownship.com
8	Grant Township	1,600	tons	\$ 70.98	\$ 75.98	\$ 70.98	Kimber Kiesgen 26535 Molidor Road Ingleside, IL 60041 Ph: (847) 546-7623 road5467@msn.com	26535 Molidor Road Ingleside, IL 60041	Kimber Kiesgen 26535 Molidor Road Ingleside, IL 60041 Ph: (847) 546-7623 road5467@msn.com
9	Lake Villa Township	1,875	tons	\$ 70.06	\$ 75.06	\$ 70.06	Jane Simi 37822 North Fairfield Road Lake Villa, IL 60046 Ph: (847) 356-5831 lvthwy@comcast.net	37822 North Fairfield Road Lake Villa, IL 60046	Jane Simi 37822 North Fairfield Road Lake Villa, IL 60046 Ph: (847) 356-5831 lvthwy@comcast.net
10	Libertyville Township	900	tons	\$ 70.33	\$ 75.33	\$ 70.33	Marty Neal 343 Merrill Court Libertyville, IL 60048 Ph: (847) 362-3350 highwaydepartment@libertyvilletownship.us	343 Merrill Court Libertyville, IL 60048	Marty Neal 343 Merrill Court Libertyville, IL 60048 Ph: (847) 362-3350 highwaydepartment@libertyvilletownship.us
11	Newport Township	200	tons	\$ 74.06	\$ 79.06	\$ 74.06	Rodger Edmonds 39207 Magnetics Boulevard Wadsworth, IL 60083 Ph: (847) 812-9546 newporthighwaydept@gmail.com	39207 Magnetics Boulevard Wadsworth, IL 60083	Toni Edmonds Newport Township Highway Department P.O. Box 312 Russell, IL 60075 Ph: (847) 812-9546 newporthighwaydept@gmail.com

EXHIBIT B
2022 PATROL 1 MAINTENANCE SALT BID

	Local Governmental Unit	2022 Quantity: Estimated Usage		2022 Unit Prices			Contact Information	Delivery Location	Bill To Contact/Address
				80% - 120%	120% - 150%	Early Deliver			
12	Warren Township	3,750	tons	\$ 69.66	\$ 74.66	\$ 69.66	Amy Sarver 17801 W. Washington Street Gurnee, IL 60031 Ph: (847) 244-1101 Ext.3 highway@warrentownship.net	17801 W. Washington Street Gurnee, IL 60031	Amy Sarver 17801 W. Washington Street Gurnee, IL 60031 Ph: (847) 244-1101 Ext.3 highway@warrentownship.net
13	Wauconda Township	700	tons	\$ 70.01	\$ 75.01	\$ 70.01	Scott Weisbruch 505 W. Bonner Road Wauconda, IL 60084 Ph: (847) 951-9881 Highwaydepartment@waucondatownship.com	505 W. Bonner Road Wauconda, IL 60084	Scott Weisbruch 505 W. Bonner Road Wauconda, IL 60084 Ph: (847) 951-9881 Highwaydepartment@waucondatownship.com
14	Waukegan Township	150	tons	\$ 76.19	\$ 81.19	\$ 76.19	Arthur Craigen Sr. 36117 N Green Place Waukegan, IL 60087 Ph: (847) 662-7208 acraigen@waukegantownship.com	36117 N Green Place Waukegan, IL 60087	Arthur Craigen Sr. 36117 N Green Place Waukegan, IL 60087 Ph: (847) 662-7208 acraigen@waukegantownship.com
Lake County Communities									
15	Village of Antioch	1,400	tons	\$ 68.09	\$ 73.09	\$ 68.09	Dennis Heimbrodt 796 Holbek Drive Antioch, IL 60002 Ph: (847) 395-1881 dheimbrodt@antioch.il.gov	796 Holbek Drive Antioch, IL 60002	Sherry Hoban 796 Holbek Drive Antioch, IL 60002 Ph: (847) 395-1881 shoban@antioch.il.gov
16	Village of Barrington	900	tons	\$ 77.55	\$ 82.55	\$ 77.55	Jeremie Lukowicz 300 Raymond Avenue Barrington, IL 60010 Ph: (847) 304-3366 jlukowicz@barrington-il.gov	300 Raymond Avenue Barrington, IL 60010	Ralph Kulman 300 Raymond Avenue Barrington, IL 60010 Ph: (847) 304-3361 rkulman@barrington-il.gov

EXHIBIT B
2022 PATROL 1 MAINTENANCE SALT BID

	Local Governmental Unit	2022 Quantity: Estimated Usage		2022 Unit Prices			Contact Information	Delivery Location	Bill To Contact/Address
				80% - 120%	120% - 150%	Early Deliver			
17	Village of Beach Park	700	tons	\$ 67.71	\$ 72.71	\$ 67.71	Gina Nelson 40185 Glendale Road Beach Park, IL 60099 Ph: (847) 246-6000 gina.nelson@villageofbeachpark.com	40185 Glendale Road Beach Park, IL 60099	Pat Spencer 40185 Glendale Road Beach Park, IL 60099 Ph: (847) 887-9223 pat.spencer@villageofbeachpark.com
18	Village of Buffalo Grove	1,750	tons	\$ 69.54	\$ 74.54	\$ 69.54	Tom Wisniewski 51 Raupp Boulevard Buffalo Grove, IL 60089 Ph: (847) 459-2500 twisniewski@vbg.org	51 Raupp Boulevard Buffalo Grove, IL 60089	Scott Fontanez 51 Raupp Boulevard Buffalo Grove, IL 60089 Ph: (847) 459-2545 sfontanez@vbg.org
19	Village of Deerfield	1,250	tons	\$ 69.26	\$ 74.26	\$ 69.26	Robert Phillips 465 Elm Street Deerfield, IL 60015 Ph: (847) 719-7464 rphillips@deerfield.il.us	465 Elm Street Deerfield, IL 60015	Dan Busscher 465 Elm Street Deerfield, IL 60015 Ph: (847) 561-1834 dbusscher@deerfield.il.us
20	Village of Fox Lake	1,800	tons	\$ 78.01	\$ 83.01	\$ 78.01	Kealan Noonan 216 Washington Street Fox Lake, IL 60020 Ph: (847) 587-3974 noonank@foxlake.org	216 Washington Street Fox Lake, IL 60020	Kealan Noonan 216 Washington Street Fox Lake, IL 60020 Ph: (847) 587-3974 noonank@foxlake.org
21	Village of Grayslake	2,500	tons	\$ 69.30	\$ 74.30	\$ 69.30	Steven Fritz 10 South Seymour Avenue Grayslake, IL 60030 Ph: (847) 223-8515 sfritz@villageofgrayslake.com	585 Berry Avenue Grayslake, IL 60030	Steven Fritz 10 South Seymour Avenue Grayslake, IL 60030 Ph: (847) 223-8515 sfritz@villageofgrayslake.com
22	Village of Gurnee	3,200	tons	\$ 68.63	\$ 73.63	\$ 68.63	Heather Galan 1151 Kilborne Road Gurnee, IL 60031 Ph: (847) 599-6811 hgalan@village.gurnee.il.us	1151 Kilborne Road Gurnee, IL 60031	Kristine Poisl 1151 Kilborne Road Gurnee, IL 60031 Ph: (847) 599-6801 kristinep@village.gurnee.il.us

EXHIBIT B
2022 PATROL 1 MAINTENANCE SALT BID

	Local Governmental Unit	2022 Quantity: Estimated Usage		2022 Unit Prices			Contact Information	Delivery Location	Bill To Contact/Address
				80% - 120%	120% - 150%	Early Deliver			
23	Village of Hainesville	200	tons	\$ 75.08	\$ 80.08	\$ 75.08	Mike DePouw 389 West Main Street Hainesville, IL 60073 Ph: (847) 366-4744 mdepouw@hainesville.org	389 West Main Street Hainesville, IL 60073	Mike DePouw 389 West Main Street Hainesville, IL 60073 Ph: (847) 366-4744 mdepouw@hainesville.org
24	City of Highland Park	2,000	tons	\$ 69.27	\$ 74.27	\$ 69.27	Ron Bannon 1150 Half Day Road Highland Park, IL 60035 Ph: (847) 926-1146 rbannon@cityhpl.com	1180 Half Day Road Highland Park, IL 60035	Ron Bannon 1150 Half Day Road Highland Park, IL 60035 Ph: (847) 926-1146 rbannon@cityhpl.com
25	City of Highwood	1,000	tons	\$ 69.27	\$ 74.27	\$ 69.27	Scott Coren 552 Bank Lane Highland Park, IL 60040 Ph: (847) 302-0087 scoren@cityofhighwood.org	523 Bank Lane Highland Park, IL 60040	Jack Harding 552 Bank Lane Highland Park, IL 60040 Ph: (224) 456-8273
26	Village of Island Lake	800	tons	\$ 71.48	\$ 76.48	\$ 71.48	Brian Bartnick 3720 Greenleaf Avenue Island Lake, IL 60042 Ph: (847) 526-8767 brian.bartnick@voislk.com	3720 Greenleaf Avenue Island Lake, IL 60042	Dara Villarreal 3720 Greenleaf Avenue Island Lake, IL 60042 Ph: (847) 416-7444 dara.villarreal@voislk.com
27	Village of Kildeer	500	tons	\$ 70.38	\$ 75.38	\$ 70.38	Michael Talbett 21911 Quentin Road, Kildeer, IL 60047 Ph: (847) 438-6000 mtalbett@villageofkildeer.com	500 Rose Road, Lake Zurich, IL 60047	Bill Schuldt 21911 Quentin Road Kildeer, IL 60047 Ph: (847) 438-6000
28	City of Lake Forest	1,875	tons	\$ 69.70	\$ 74.70	\$ 69.70	Michael Thomas 800 N. Field Drive Lake Forest, IL 60045 Ph: (847) 810-3540 thomasm@cityoflakeforest.com	800 N. Field Drive Lake Forest, IL 60045	Michael Thomas 800 N. Field Drive Lake Forest, IL 60045 Ph: (847) 810-3540 thomasm@cityoflakeforest.com

EXHIBIT B
2022 PATROL 1 MAINTENANCE SALT BID

	Local Governmental Unit	2022 Quantity: Estimated Usage		2022 Unit Prices			Contact Information	Delivery Location	Bill To Contact/Address
				80% - 120%	120% - 150%	Early Deliver			
29	Village of Lake Villa	750	tons	\$ 69.03	\$ 74.03	\$ 69.03	Ryan Horton 222 South Oakknoll Lake Villa, IL 60046 Ph: (224) 355-7106 rhorton@lake-villa.org	222 South Oakknoll Lake Villa, IL 60046	Village of Lake Villa PO Box 519 Lake Villa, IL 60046
30	Village of Libertyville	3,000	tons	\$ 69.30	\$ 74.30	\$ 69.30	Michael R. Brady 600 North Avenue Libertyville, IL 60048 Ph: (847) 362-3434 or (847) 344-1360 mbrady@libertyville.com	600 North Avenue Libertyville, IL 60048	Martin Wittrock 118 West Cook Avenue Libertyville, IL 60048 (847) 362-3434 or (847) 344-1451 mwittrock@libertyville.com
31	Village of Lincolnshire	500	tons	\$ 69.73	\$ 74.73	\$ 69.73	Josh Markham One Olde Half Day Road Lincolnshire, IL 60069 Ph: (847) 913-2388 jmarkham@lincolnshireil.gov	205 Schelter Road Lincolnshire, IL 60069	Emily Land One Olde Half Day Road Lincolnshire, IL 60069 Ph: (847) 913-2380 eland@lincolnshireil.gov
32	Village of Lindenhurst	700	tons	\$ 69.03	\$ 74.03	\$ 69.03	Charles Hernandez 2060 Grasslake Road Lindenhurst, IL 60046 Ph: (847) 356-1765 chernandez@lindenhurstil.org	2060 Grasslake Road Lindenhurst, IL 60046	Charles Hernandez 2060 Grasslake Road Lindenhurst, IL 60046 Ph: (847) 356-1765 chernandez@lindenhurstil.org
33	Village of Long Grove	1,400	tons	\$ 71.03	\$ 76.03	\$ 71.03	Bill Balling 3110 Old McHenry Road Long Grove, IL 60047 Ph: (847) 634-9440 bballing@longgrove.net	Lester's Material Service 1980 S. Highway 83 Grayslake, IL 60030	Bill Balling 3110 Old McHenry Road Long Grove, IL 60047 Ph: (847) 634-9440 bballing@longgrove.net
34	Village of Mettawa	115	tons	\$ 69.70	\$ 74.70	\$ 69.70	Bob Irvin 26225 N. Riverwoods Blvd Mettawa, IL 60045 (847) 494-0308 birvin@mettawa.org	800 N. Field Drive Lake Forest, IL 60045 (Lake Froest Facility)	Bob Irvin 26225 N. Riverwoods Blvd Mettawa, IL 60045 (847) 494-0308 birvin@mettawa.org

EXHIBIT B
2022 PATROL 1 MAINTENANCE SALT BID

	Local Governmental Unit	2022 Quantity: Estimated Usage		2022 Unit Prices			Contact Information	Delivery Location	Bill To Contact/Address
				80% - 120%	120% - 150%	Early Deliver			
35	Village of Mundelein	1,250		\$ 69.96	\$ 74.96	\$ 69.96	Kelsey Langeler 440 E. Crystal Street Mundelein, IL 60060 Ph: (847) 949-3269 klangeler@mundelein.org	801 E. Allanson Road Mundelein, IL 60060	Craig Schaul 440 E. Crystal Street Mundelein, IL 60060 Ph: (847) 949-3272 cschaul@mundelein.org
36	City of North Chicago	1,500	tons	\$ 69.30	\$ 74.30	\$ 69.30	Ed Wilmes 1850 Lewis Avenue North Chicago, IL 60064 (847) 504-9298 edwwil@northchicago.org	1421 Renken Avenue North Chicago, IL 60064	Toni Moreino 1850 Lewis Avenue North Chicago, IL 60064 (847) 596-8870 tonmor@northchicago.org
37	City of Park City	150	tons	\$ 71.16	\$ 76.16	\$ 71.16	Kenneth Magnus 333 Teske Boulevard Park City, IL 60085 Ph: (847) 623-5030 kenneth.magnus@parkcityil.org	333 Teske Boulevard Park City, IL 60085	Kenneth Magnus 333 Teske Boulevard Park City, IL 60085 Ph: (847) 623-5030 kenneth.magnus@parkcityil.org
38	Village of Round Lake	1,600	tons	\$ 69.96	\$ 74.96	\$ 69.96	Adam Wedoff 751 W. Townline Road Round Lake, IL 60073 Ph: (847) 546-0962 awedoff@eroundlake.com	751 W. Townline Road Round Lake, IL 60073	Adam Wedoff 751 W. Townline Road Round Lake, IL 60073 Ph: (847) 546-0962 awedoff@eroundlake.com
39	Village of Round Lake Beach	1,100	tons	\$ 70.98	\$ 75.98	\$ 70.98	Scott Hiltz 911 Lotus Drive Round Lake Beach, IL 60073 Ph: (847) 546-8752 shiltz@rlbeach.org	911 Lotus Drive Round Lake Beach, IL 60073	Scott Hiltz 911 Lotus Drive Round Lake Beach, IL 60073 Ph: (847) 546-8752 shiltz@rlbeach.org
40	Village of Round Lake Heights	300	tons	\$ 75.08	\$ 80.08	\$ 75.08	John Roehlk 619 West Pontiac Court Round Lake Heights, IL 60073 Ph: (847) 546-9704 ext 304 jroehlk@rlhpd.org	619 West Pontiac Court Round Lake Heights, IL 60073	John Roehlk 619 West Pontiac Court Round Lake Heights, IL 60073 Ph: (847) 546-9704 ext 304 jroehlk@rlhpd.org

EXHIBIT B
2022 PATROL 1 MAINTENANCE SALT BID

	Local Governmental Unit	2022 Quantity: Estimated Usage		2022 Unit Prices			Contact Information	Delivery Location	Bill To Contact/Address
				80% - 120%	120% - 150%	Early Deliver			
41	Village of Vernon Hills	1,600	tons	\$ 70.00	\$ 75.00	\$ 70.00	Carissa Hansen 490 Greenleaf Drive Vernon Hills, IL 60061 Ph: (847) 367-3726 carissah@vhillis.org	490 Greenleaf Drive Vernon Hills, IL 60061	David Brown 490 Greenleaf Drive Vernon Hills, IL 60061 Ph: (847) 918-3544 daveb@vhillis.org
42	Village of Volo	150	tons	\$ 77.13	\$ 82.13	\$ 77.13	Michael LeMay 26677 W. Commerce Drive Volo, IL 60073 Ph: (815) 353-2670 mlemay@villageofvolo.com	26677 W. Commerce Drive Volo, IL 60073	Michael LeMay Village of Volo 500 S. Fish Lake Road Volo, IL 60073 (847)740-6962 (Phone) mlemay@villageofvolo.com
43	Village of Wadsworth	650	tons	\$ 67.91	\$ 72.91	\$ 67.91	Corey Thompson 14155 West Wadsworth Road Wadsworth, IL 60083 Ph: (847) 489-2995 corey@villageofwadsworth.org	14155 West Wadsworth Road Wadsworth, IL 60083	Corey Thompson 14155 West Wadsworth Road Wadsworth, IL 60083 Ph: (847) 489-2995 corey@villageofwadsworth.org
44	Village of Wauconda	875	tons	\$ 71.03	\$ 76.03	\$ 71.03	Brad C. Fink 302 Slocum Lake Road Wauconda, IL 60084 Ph: (847) 526-9610 bfink@wauconda-il.gov	302 Slocum Lake Road Wauconda, IL 60084	Connie Watkins 302 Slocum Lake Road Wauconda, IL 60084 Ph: (847) 526-9610 cwatkins@wauconda-il.gov

EXHIBIT B
2022 PATROL 1 MAINTENANCE SALT BID

	Local Governmental Unit	2022 Quantity: Estimated Usage		2022 Unit Prices			Contact Information	Delivery Location	Bill To Contact/Address
				80% - 120%	120% - 150%	Early Deliver			
Cook County Communities									
45	Village of Glencoe	1,200	tons	\$ 71.34	\$ 76.34	\$ 71.34	Don Kirk 1900 Frontage Road Glencoe, IL 60022 Ph: (847) 461-1154 or (224) 216-9150 (cell) dkirk@villageofglencoe.org	1900 Frontage Road Glencoe, IL 60022	Don Kirk 1900 Frontage Road Glencoe, IL 60022 Ph: (847) 461-1154 or (224) 216-9150 (cell) dkirk@villageofglencoe.org
46	Village of Glenview	2,500	tons	\$ 68.46	\$ 73.46	\$ 68.46	Phil Perna, P.E. 2498 East Lake Avenue Glenview, IL 60026 Ph: (847) 904-4463 pperna@glenview.il.us	2498 East Lake Avenue Glenview, IL 60026	Dave Battaglia 2498 East Lake Avenue Glenview, IL 60026 Ph: (847) 904-4522 dbattaglia@glenview.il.us
47	Village of Kenilworth	250	tons	\$ 71.30	\$ 76.30	\$ 71.30	Donald Leicht 347 Ivy Court Kenilworth, IL 60043 (847) 257-2354 dleicht@kenilworthil.org	347 Ivy Court Kenilworth, IL 60043	Donald Leicht 347 Ivy Court Kenilworth, IL 60043 (847) 257-2354 dleicht@kenilworthil.org
48	Village of Wilmette	600	tons	\$ 71.15	\$ 76.15	\$ 71.15	Guy Lam 711 Laramie Avenue Wilmette, IL 60091 Ph (847) 853-7595 lamg@wilmette.com	711 Laramie Avenue Wilmette, IL 60091	Accounts Payable Village of Wilmette 1200 Wilmette Avenue Wilmette, IL 60091 (847) 853-7603 AP@wilmette.com
49	Village of Winnetka	1,440	tons	\$ 71.34	\$ 76.34	\$ 71.34	Mike Mahoney 1390 Willow Road Winnetka, IL 60093 (847) 716-3263 mmahoney@winnetka.org	1390 Willow Road Winnetka, IL 60093	Stephen Auth 1390 Willow Road Winnetka, IL 60093 (847) 716-3273 sauth@winnetka.org
McHenry County Townships									
50	Algonquin Township	1,500	tons	\$ 78.77	\$ 83.77	\$ 78.77	Andrew Gasser 3702 Northwest Highway Crystal Lake, IL 60014 Ph: (847) 639-2700 ext 6 agasser@algonquintownship.com	3702 Northwest Highway Crystal Lake, IL 60014	Danjela Sandberg 3702 Northwest Highway Crystal Lake, IL 60014 Ph: (847) 639-2700 dsandberg@algonquintownship.com

EXHIBIT B
2022 PATROL 1 MAINTENANCE SALT BID

	Local Governmental Unit	2022 Quantity: Estimated Usage		2022 Unit Prices			Contact Information	Delivery Location	Bill To Contact/Address
				80% - 120%	120% - 150%	Early Deliver			
McHenry County Communities									
51	Village of Cary	1,500	tons	\$ 70.42	\$ 75.42	\$ 70.42	Steve Kopacz 454 Cary Woods Circle Cary, IL 60013 Ph: (847) 980-8840 skopacz@caryillinois.com	454 Cary Woods Circle Cary, IL 60013	Village of Cary finance Dept. 655 Village Hall Drive Cary, IL 60013 Ph: (847) 639-0003 finance@caryillinois.com
52	Village of Fox River Grove	700	tons	\$ 70.46	\$ 75.46	\$ 70.46	John Reese 305 Illinois Street Fox River Grove, IL 60021 Ph: (224) 888-0850 j.reese@foxrivergrove.org	1229 Lincoln Avenue Fox River Grove, IL 60021	Village of Fox River Grove 305 Illinois Street Fox River Grove, IL 60021
53	City of Woodstock	2,250	tons	\$ 71.08	\$ 76.08	\$ 71.08	Rob Lamz 326 Washington Street Woodstock, IL 60098 Ph: (815) 338 - 6118 rlamz@woodstockil.gov	326 Washington Street Woodstock, IL 60098 DO NOT USE THE DAIRY QUEEN ENTRANCES - USE ONLY MARKED PUBLIC WORKS ENTRANCES. DELIVERY HOURS ARE 7:00 AM TO 3:30 PM	Rob Lamz 326 Washington Street Woodstock, IL 60098 Ph: (815) 338 - 6118 rlamz@woodstockil.gov



Agenda Item Executive Summary

Title: Resolution No. R-92-2021: Village Budget (Adoption)

Presenter: Timothy J. Sloth, Director of Finance

Agenda Date: 12/07/2021

Consent: ☒ YES ☐ NO

☐ Ordinance
☒ Resolution
☐ Bid Authorization/Award
☐ Policy Direction
☐ Informational Only

Item History:

The Village Council held an all-day budget meeting on October 29th and a Public Hearing on November 16th to review the proposed fiscal year 2022 budget. The proposed FY2022 budget is available on our website at <https://www.villageofwinnetka.org/> and is on file at Village Hall and the Library.

Executive Summary:

The budget will result in an approximately 0.9% increase in costs for municipal services for a typical homeowner consisting of a:

No increase in property taxes (12.94% Village portion of tax bills received in 2021)

8.5% increase in water charges (\$74 annual cost increase on a \$891 annual bill)

2.0% increase in sanitary sewer charges (\$9 annual cost increase on a \$454 annual bill)

5.0% increase in residential electric charges (\$95 annual cost increase on a \$1,873 annual bill)

The Village will consider adoption of this Resolution at the December 7, 2021 Council Meeting.

Recommendation:

1) Consider adoption of Resolution No. R-92-2021

Attachments:

1. Resolution No. R-92-2021: Adopting the Annual Budget for the Fiscal Year beginning January 1, 2022 and ending December 31, 2022

ATTACHMENT 1

RESOLUTION NO. R-92-2021

A RESOLUTION ADOPTING THE ANNUAL BUDGET FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2022 AND ENDING DECEMBER 31, 2022

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

WHEREAS, on October 29, 2021, the Village Council placed the proposed, tentative annual budget for the fiscal year beginning January 1, 2022, and ending December 31, 2022, on file at the office of the Village Manager, at the Winnetka Public Library, and on the Village of Winnetka web site (www.villageofwinnetka.org), and has made the proposed, tentative annual budget available for public inspection since that date; and

WHEREAS, on November 16, 2021, pursuant to notice published on Thursday, November 4, 2021 in the Winnetka Talk, a newspaper published and in general circulation in the Village of Winnetka, the Village Council held a public hearing on the proposed tentative annual budget; and

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

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

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

SECTION 1: The Annual Budget for the Village of Winnetka, which is attached hereto as Exhibit A and is incorporated by reference as if fully set forth herein, is hereby adopted as the Annual Budget for the Village of Winnetka for the Fiscal Year beginning January 1, 2022 and ending December 31, 2022.

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

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

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

ADOPTED this 7 day of December, 2021, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

Signed:

Village President

Countersigned:

Village Clerk

Introduced: November 16, 2021

Adopted:

NOTE:

December 7, 2021

R-92-2021

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

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

<https://www.villageofwinnetka.org/government/council-members/fiscal-transparency/>

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



Agenda Item Executive Summary

Title: Resolution No. R-93-2021: Utility Rates and Fees (Adoption)

Presenter: Timothy J. Sloth, Director of Finance

Agenda Date:

12/07/2021

Consent:



YES



NO

☐

Ordinance

☒

Resolution

☐

Bid Authorization/Award

☐

Policy Direction

☐

Informational Only

Item History:

The Village Council held a budget meeting on October 29th and a Public Hearing on November 16th to review the proposed fiscal year 2022 budget.

The Village Council sets utility fees annually by resolution during the budget approval process.

Resolution No. R-93-2021 was introduced at the November 16th Regular Council Meeting.

Executive Summary:

Because of the projected capital needs of the electric, water, sanitary sewer, and refuse utilities, rate adjustments for each are proposed and incorporated in the FY 2022 budget.

Water rates derived from the Water Rate Study conducted in 2016-2017 are implemented in the proposed rate resolution. Incorporated, unincorporated, and special service customers will see a rate increase of 8.5% comprised of changes to the volumetric rate (cu.ft.). The Northfield wholesale rate is set by contract and is subject to rate adjustments outside the budget process.

Electric rates include a 5% average increase across all customer types (ex. residential). Rate adjustments are comprised of changes to the volumetric (kWh) rate and the customer charge. The proposed rate adjustments are to offset an increase in the cost of purchased power charged to Winnetka by the Illinois Municipal Electric Agency (IMEA) and also to provide funding for necessary capital improvements.

Sanitary sewer service volumetric rates are increasing by 2% for all customers in order to offset capital improvements such as I/I repair, trenchless lining, follow-up flow monitoring, and continued funding for the sanitary sewer backup reimbursement program.

Residential refuse and stormwater sewer fees remain unchanged. Commercial refuse fees will see a rate increase of 5%. The Village will consider adoption of this Resolution at the December 7, 2021 Council Meeting.

Recommendation:

1) Consider adoption of Resolution No. R-93-2021.

Attachments:

1. Resolution No. R-93-2021: Resolution Establishing Rates and Fees Related to Utility Services.

ATTACHMENT 1

RESOLUTION NO. R-93-2021

A RESOLUTION ESTABLISHING RATES AND FEES RELATED TO UTILITY SERVICES

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

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

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

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

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

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

SECTION 2: FEES FOR WATER.

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

[Remainder of this page intentionally left blank.]

SCHEDULE OF VOLUMETRIC WATER RATES

<u>Type of Customer</u>	<u>Rate</u>
Service within corporate limits	\$46.30 per 1,000 cubic feet, as metered
Service outside of corporate limits	\$82.88 per 1,000 cubic feet, as metered
Service to Village of Northfield:	Rate established by agreement approved by resolution of the Village Council
Special Service	\$34.71 per 1,000 cubic feet, as metered

SCHEDULE OF WATER CUSTOMER CHARGES

<u>Type of Customer (Meter Size)</u>	<u>Monthly Service Charge</u>
Less than or equal to One Inch (1")	\$11.00
One and One Half Inches (1.5")	\$15.90
Two Inches (2")	\$22.60
Three Inches (3")	\$72.00
Four Inches (4")	\$90.30
Six Inches (6")	\$133.00
Eight Inches (8")	\$181.75

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

SERVICE DISCONNECTION OR RECONNECTION FEE

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

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

WATER SERVICE TAP FEES

<u>Water Tap Size</u>	<u>Water Main Size</u>	<u>Fee</u>	<u>Service Included in Fee</u>
1 1/2" or less	All	\$950	Making tap, tapping sleeve, corp. stop, curb stop and box, and inspection
2"	All	\$1,050	Making tap, tapping sleeve, corp. stop, curb stop and box, and inspection
4"	4"	\$2,150	Making tap, tapping sleeve and valve, and inspection
4"	6"	\$2,300	Making tap, tapping sleeve and valve, and inspection
6"	6"	\$2,400	Making tap, tapping sleeve and valve, and inspection
4"	8"	\$2,500	Making tap, tapping sleeve and valve, and inspection
6"	8"	\$2,575	Making tap, tapping sleeve and valve, and inspection

Water Tap Size	Water Main Size	<u>Fee</u>	<u>Service Included in Fee</u>
8"	8"	\$2,950	Making tap, tapping sleeve and valve, and inspection
4"	10"	\$3,000	Making tap, tapping sleeve and valve, and inspection
6"	10"	\$3,100	Making tap, tapping sleeve and valve, and inspection
8"	10"	\$3,500	Making tap, tapping sleeve and valve, and inspection
4"	12"	\$3,000	Making tap, tapping sleeve and valve, and inspection
6"	12"	\$3,100	Making tap, tapping sleeve and valve, and inspection
8"	12"	\$3,525	Making tap, tapping sleeve and valve, and inspection

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

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

WATER METER FEES

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

Spreader and valves on both sides of meter must be installed by the customer's plumber, at the customer's cost. Other sizes of meters may be required or permitted, as determined by the Water and Electric Department, based on the characteristics of the proposed service. Such other installations shall require the written approval of the Water and Electric Department and the entire cost of the purchase and installation shall be borne by the customer.

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

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

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

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

SECTION 3: FEES FOR ELECTRICITY.

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

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

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

Energy Charge: A volume based charge for energy used.

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

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

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

Primary Lines: High voltage power lines

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

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

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

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

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

SCHEDULE OF ELECTRIC CUSTOMER CHARGES

<u>Type of Customer (Rate Code)</u>	<u>Monthly Service Charge</u>	
Rate 1: Residential	\$17.75 Single Phase	\$24.55 Three Phase
Rate 2: Space Heating	\$20.90 Single Phase	\$27.20 Three Phase
Rate 3: Commercial	\$33.40 Single Phase	\$39.70 Three Phase
Rate 4: School and Government (<1000kW)	\$53.30 Single Phase	\$60.60 Three Phase
Rate 4: School and Government (>1000kW)	\$117.04 Single Phase	\$123.30 Three Phase
Rate 6: Water Heating	\$9.90 Single Phase	\$16.50 Three Phase
Rate 7: Large Residential	\$17.80 Single Phase	\$24.60 Three Phase
Rate 8: Street Lights	\$0.00 Single Phase	\$0.00 Three Phase

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

SCHEDULE OF ENERGY AND DEMAND CHARGES

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

Energy Charge

Summer Rate	\$0.1412 per kWh
Winter Rate	\$0.1311 per kWh

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

Energy Charge

Summer Rate	\$0.1390 per kWh
Winter Rate	
First 750 kWh	\$0.1263 per kWh
All over 750 kWh	\$0.0859 per kWh

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

Demand Charge

Summer Rate	
First 50 kW	\$0.00 per kW
All over 50 kW	\$17.08 per kW
Winter Rate	
First 50 kW	\$0.00 per kW
All over 50 kW	\$15.66 per kW

Energy Charge

Summer Rate	
First 15,000 kWh	\$0.1378 per kWh
All over 15,000 kWh	\$0.1001 per kWh

Winter Rate

First 15,000 kWH	\$0.1252 per kWH
All over 15,000 kWH	\$0.1001 per kWH

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

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

Demand Charge

Summer Rate	\$15.75 per kW
Winter Rate	\$13.65 per kW

Energy Charge

Summer Rate	
First 100,000 kWH	\$0.08495 per kWH
Over 100,000 kWH	\$0.07340 per kWH
Winter Rate	
First 100,000 kWH	\$0.07728 per kWH
Over 100,000 kWH	\$0.07340 per kWH

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

Demand Charge

Summer Rate

On Peak	\$16.50 per kW
Off Peak	\$11.34 per kW in excess of On Peak Demand

Winter Rate

On Peak	\$14.73 per kW
Off Peak	\$11.34 per kW in excess of On Peak Demand

Energy Charge

Summer Rate

First 100,000 kWH	\$0.08515 per kWH
Over 100,000 kWH	\$0.07357 per kWH

Winter Rate

First 100,000 kWH	\$0.07746 per kWH
Over 100,000 kWH	\$0.07357 per kWH

Load Factor Credit

(\$0.005) per kWH for kWH in excess of 50%
based upon the on peak demand

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

Energy Charge

Summer Rate	\$0.1397 per kWH
Winter Rate	\$0.1397 per kWH

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

Demand Charge	
Summer Rate	\$14.70 per kW
Winter Rate	\$13.00 per kW
Energy Charge	
Summer Rate	\$0.1051 per kWh
Winter Rate	\$0.0951 per kWh

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

Energy Charge	
Summer Rate	\$0.1347 per kWh
Winter Rate	\$0.1347 per kWh

D. Wholesale Power Purchase Cost Adjustment.

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

E. Renewable Energy Production Credit.

1. Terms:
 - a. Eligible Customer. A customer of the Village's Electric Utility who satisfies all of the requirements of Section 13.08.260 of the Winnetka Village Code.
 - b. Renewable Energy Production Credit, or REPC, means the actual credit as calculated pursuant to the formula in subsection 2, below.
 - c. Renewable Energy, or RE, means the amount of energy, measured in kWh, delivered to the Village by an Eligible Customer.

- d. Summer Residential Energy Cost, or SREC, means the energy charge during the defined summer months utilizing the residential rate category (section 13.08.080 of the Winnetka Village Code).
- e. Wholesale Purchase Power Cost, or WPPC, means the allocation on a per kilowatt hour basis of the total annual cost of purchasing power shown in the annual budget line item for “Purchased Power.”

2. Calculation of REPC:

Summer Rate REPC = (RE x SREC)

Winter Rate REPC = (RE x WPPC)

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

F. Municipally Owned Electric Vehicle Charging Station (for public use). The energy charge for municipally owned electric vehicle charging station (for public use) shall be \$0.10 per kWh.

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

RATE U - UNDERGROUNDING SURCHARGE

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

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

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

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

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

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

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

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

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

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

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

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

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

SERVICE DISCONNECTION OR RECONNECTION FEE

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

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

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

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

<u>Time of Service Call</u>	<u>Fee</u>
During regular business hours (Monday through Friday, except for holidays, from 7:30 a.m. to 3:00 p.m.)	\$300.00
All other times (Evenings, nights, weekends and holidays)	\$1,004.00

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

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

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

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

Installation of a 200 Amp service (Includes conduits for communication conductors)	\$10,700
Installation of a 400 Amp service (Includes conduits for communication conductors)	\$23,000

Installation of three phase service

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

If a primary or secondary line must be relocated, replaced or extended in order to install a new service or to increase the load capacity of an existing service, any customer who connects to such primary or secondary line within five years after the its installation may be required to pay that

customer's pro rata share of such costs. The Village Manager, in the exercise of his discretion, may enter into a written agreement with the initial requesting customer and establish terms for the payment of such costs, which may include a recapture provision that provides for the Village to refund such pro rata costs, less administrative costs in the amount of 10% of the recaptured amount, to the initial requesting customer.

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

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

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

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

SECTION 4: SANITARY SEWER FEES.

A. Sewer Service Volumetric Rates. Any person owning or occupying premises which are connected to the public sewers within the Village of Winnetka shall pay for such services, as provided in Section 13.12.010 of the Winnetka Village Code, at the rate of \$18.88 per 1,000 cubic feet of water supplied to those premises.

B. Sewer Service Customer Charge. Any person owning or occupying premises which are connected to the public sewers within the Village of Winnetka shall pay for such services, as provided in Section 13.12.010 of the Winnetka Village Code, a customer charge of \$2.00 per month.

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

SECTION 5: REFUSE FEES.

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

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

SCHEDULE OF MONTHLY COMMERCIAL REFUSE SERVICE FEES

<i>Container</i> Volume per Pick-up	Number of Pickups Per Week						
	1	2	3	4	5	6	7
1 Cu.Yd.	\$44.10	\$79.80	\$109.20	\$143.85	\$171.15	\$203.70	\$239.40
1.5 Cu.Yd.	\$55.65	\$97.65	\$145.95	\$189.00	\$235.20	\$278.25	\$322.35
2 Cu.Yd.	\$65.10	\$121.80	\$180.60	\$238.35	\$292.95	\$350.70	\$404.25
3 Cu.Yd.	\$88.20	\$163.80	\$241.50	\$317.10	\$395.85	\$470.40	\$549.15
4 Cu.Yd.	\$113.40	\$197.40	\$302.40	\$395.85	\$491.40	\$530.25	\$677.25
5 Cu.Yd.	\$137.55	\$249.90	\$361.20	\$470.40	\$582.75	\$582.75	\$803.25
6 Cu.Yd.	\$163.80	\$292.95	\$422.10	\$549.15	\$677.25	\$803.25	\$933.45
1-99 Gal.	\$21.00	\$27.30	\$35.70	\$44.10	\$50.40	\$58.80	\$67.20
100-180 Gal.	\$27.63	\$44.10	\$58.80	\$79.80	\$93.45	\$110.25	\$128.10

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

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

SCHEDULE OF RESIDENTIAL REFUSE SERVICE FEES

<u>Service</u>	<u>Charge</u>
Back Door - One pick-up per week of no more than two garbage cans of household rubbish	\$50.00 per month
Back Door - Two pick-ups per week of no more than two garbage cans of household rubbish	\$100.00 per month
Curbside - One pick-up per week – 35-gallon container	\$27.00 per month
Curbside - One pick-up per week – 65-gallon container	\$36.00 per month
Curbside - One pick-up per week – 95-gallon container	\$45.00 per month
Collection of household rubbish or garbage in excess of two garbage cans per pick-up	\$2.50 per sticker (one sticker required for each container)

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

SCHEDULE OF FEES FOR SPECIAL REFUSE COLLECTIONS

<u>Service</u>	<u>Charge</u>
Base Fee for special collections	\$35.00
Bulk pick-ups [Note: Bulk pick-ups are for light refuse other than liquids and yard waste.]	
Bulk pick-ups (<i>continued</i>)	
Up to 1.0 cubic yards	Base Fee
Over 1.0 cubic yards	Base Fee plus \$13.00 for each additional cubic yard or fraction thereof
White goods and other large items [Note: Includes appliances, sofas, etc.]	Base Fee plus \$10.00 for each item
Hard-to-handle refuse [Note: Hard-to-handle refuse includes such miscellaneous rubbish as wood, fencing, carpeting, multiple pieces of furniture and cabinets, and construction materials such as wallboard, plaster and flooring, but shall not include liquids, soil, concrete and asphalt.]	Base Fee plus \$15.00 per cubic yard

Service

Tires and/or tire rims

ChargeBase Rate plus Charge per
Tire

Charge per tire

Tire without rim

Base Rate plus \$10.00

Tire with rim

Base Rate plus \$15.00

Truck tire without rim

Base Rate plus \$20.00

Truck tire with rim

Base Rate plus \$25.00

Carts and roll-off boxes

[Note: Charge is based on container size.Contents shall not include concrete, soil,
asphalt or liquids]

1.0 cubic yard

\$44.10

1.5 cubic yard

\$55.65

2.0 cubic yard

\$65.15

6.0 cubic yard

\$165.00

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

SCHEDULE OF YARD WASTE REMOVAL FEES**Service**

Removal of yard waste

ChargeCustomer supplied bags (one sticker
required per bag)

\$2.50 per sticker

F. Charges for Miscellaneous Refuse Services. Pursuant to Section 8.16.050 of the Winnetka Village Code, the following rates are hereby established for miscellaneous refuse services and for the purchase of miscellaneous items for use in disposing of refuse:

SCHEDULE OF MISCELLANEOUS FEES

<u>Service or Item</u>	<u>Charge</u>
Small Recycling Carts	\$50.00 each
Large Recycling Carts	\$67.00 each
Refuse Cart – 35 Gallon	\$50.00 each
Refuse Cart – 65 Gallon	\$60.00 each
Refuse Cart – 95 Gallon	\$67.00 each
Refuse service level change (Within four months)	\$150.00

SECTION 6: STORMWATER SEWER FEES. The fee for stormwater utility service provided in the Village of Winnetka pursuant to Chapter 13.16 of the Winnetka Village Code is hereby established at \$21.83 per month per Equivalent Runoff Unit (ERU), as defined in Section 13.16.04 of the Winnetka Village Code.

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

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

SECTION 9: EFFECT OF RESOLUTION. The rates established in this Resolution shall apply to all Utility Service usage that will be billed by the Village on bills with a billing date on or after January 1, 2021.

SECTION 10: REPEALER. Resolution R-78-2020 shall be repealed and shall no longer be in force and effect for all Utility Service usage that will be billed by the Village on bills with a billing date on or after January 1, 2022.

SECTION 11: EFFECTIVE DATE. This Resolution shall be in full force and effect from and after its passage and approval according to law, but in no event prior to January 1, 2021.

ADOPTED this 7 day of December, 2021, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

Signed:

Village President

Countersigned:

Village Clerk

Introduced: November 16, 2021

Adopted:



Agenda Item Executive Summary

Title: Resolution No. R-94-2021: General Fees (Adoption)

Presenter: Timothy J. Sloth, Director of Finance

Agenda Date: 12/07/2021

Consent: ☒ YES ☐ NO

☐ Ordinance
☒ Resolution
☐ Bid Authorization/Award
☐ Policy Direction
☐ Informational Only

Item History:

The Village Council held a budget meeting on October 29th and a Public Hearing on November 16th to review the proposed fiscal year 2022 budget.

The Village Council sets general and building permit fees annually by resolution during the budget approval process.

Resolution No. R-94-2021 was introduced at the November 16th Regular Council Meeting.

Executive Summary:

The included rate resolution includes modest increases to the following fees:

- Permit revenue \$1.30 to \$1.60
- Plan review fee minimum \$70 to \$100
- Below grade parking building permit fee \$0.80 to \$1.00
- Vehicle sticker late fee: \$0 to \$20
- Ambulance fee adjustment

The Village Code requires that this Resolution be introduced at a meeting and adopted at a subsequent meeting.

The Village will consider adoption of this resolution at the December 7, 2021 Council Meeting.

Recommendation:

1) Consider adoption of Resolution No. R-94-2021.

Attachments:

1. Resolution No. R-94-2021, a Resolution Amending General, Building, and Miscellaneous Service Fees.

ATTACHMENT 1

RESOLUTION NO. R-94-2021

A RESOLUTION AMENDING GENERAL, BUILDING, AND MISCELLANEOUS SERVICE FEES

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

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

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

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

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

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

SCHEDULE OF GENERAL PERMIT, LICENSE AND REGISTRATION FEES

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

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

<u>Type of Permit, License or Registration</u>	<u>Amount of Fee</u>	<u>Code Section</u>
<i>Animals (cont'd)</i>		6.08.010
Replacement License	\$2.00	
Taking up or Impounding Dog	\$55.00	
<i>Bicycle Registration</i>	No Fee	10.32.060
<i>Charitable and Political Solicitation</i>	None	5.48.010
<i>Circuses and Carnivals (Daily)</i>	\$100.00	5.52.040
<i>Film Production Application Fees</i>		
Basic Application Processing Fee	\$1,000.00	5.20.070
Additional Application Processing Fee (Per Hour)	\$250.00	5.20.070
<i>Food Dealers</i>		
Restaurant Permit: (Annual, based on seating capacity)		5.24.010
1-20	\$35.00	
21-50	\$45.00	
51-100	\$50.00	
More than 100	\$75.00	
Fast Food/Drive-In	\$75.00	
Food Store Permit (Annual, per cash register)	\$25.00	5.24.010
Temporary Food Dealer (Daily)	\$15.00	5.24.010
Vending Machine Operator Permit (Annual, per machine)	\$15.00	5.24.010
<i>Foresters, Tree Surgeons</i>		5.72.010
Annual License	\$15.00	
<i>Garbage and Refuse Scavenger</i>		8.16.040
Annual License	\$500.00	
<i>Junk Dealers (Annual)</i>		5.32.010
License, Base Fee	\$50.00	
Vehicle Fee (per vehicle)	\$25.00	
<i>Laundries</i>		5.36.010
Annual Fee	\$15.00	
<i>Liquor Licenses</i>		5.09.100
Class A Restaurant (Annual)	\$750.00	

<u>Type of Permit, License or Registration</u>	<u>Amount of Fee</u>	<u>Code Section</u>
Class A-1 Restaurant w/ Limited Bar (Annual)	\$1,000.00	
Class A-2 Restaurant (Annual; Beer & Wine)	\$500.00	
Class A-3 Restaurant w/ Limited Bar (Annual; Beer & Wine)	\$750.00	
Class A-4 Specialty Restaurant (Annual; Wine)	\$500.00	
Class A-5 Specialty Restaurant (Annual; Wine)	\$500.00	
Class B - Grocery Store (Annual)	\$750.00	
Class C - Special Event (Daily)	\$25.00	
Maximum per event more than 2 days	\$75.00	
Class D – Package delivery service/mail (Annual; Retail)	\$150.00	
Class D-1 – Package delivery service/mail (Annual; Wholesale)	\$500.00	
Class E - Limited Food Products Store (Annual; Wine)	\$500.00	
Class E-1 - Limited Food Products Store (Annual; Wine)	\$500.00	
Class E-2 – Specialty Beverage Store (Annual; Wine and Beer)	\$500.00	
Class F Coffee Shop (Annual; Wine and Beer)	\$500.00	
Class P - Park District (Annual)	\$500.00	
Class X – Special Use (Daily)	\$25, Max \$75	
Class Y – Banquet Facilities	\$1,000.00	
Class W Wine Station Ride (eligible for A; A-1; A-2; A-3)	None	
<i>Parades and Processions</i>	None	10.08.060
<i>Pawnbrokers</i>		5.44.010
Annual Fee, per location	\$100.00	
<i>Public Garage and Service Station</i>		5.60.010
Base fee, annual	\$50.00	
For each fuel pump	\$5.00	
<i>Raffle, per event</i>	\$25.00	9.04.040
<i>Second Hand Dealers</i>		5.64.010
Annual Fee, per location	\$25.00	
<i>Special Event</i>		5.66.050
Application Fee	\$35.00	
User Fee	Actual Cost	See Section 7
<i>Taxicab Operator's License</i>	\$2.00	5.68.050

<u>Type of Permit, License or Registration</u>	<u>Amount of Fee</u>	<u>Code Section</u>
<i>Vehicle (Motor) Licenses</i>		10.12.030
Annual Fee	\$40.00	
Late Fee	\$20.00	
Semi-Annual Fee (if purchased after 6/30)	\$20.00	
Transfer Fee	\$1.00	

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

SCHEDULE OF PARKING PERMIT FEES

Semi-Annual Parking Permits (Commuter Parking Permits)

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

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

Annual Parking Permits (Not refundable)

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

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

Remote Lot Parking Permits (Public Works Yards)

Semi-annual charge per vehicle	\$120.00
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Note: The Village Manager may issue permits to allow parking on a limited basis at the Village's landfill site, 1390 Willow Road, by businesses located in the Village of Winnetka, including but not limited to the United States Postal Service, for parking of their fleet vehicles, and by businesses located in the Village of Winnetka that are engaged in the retail sale of automobiles, for parking of their sales inventory. The Village Manager shall determine the number and location of such spaces that may be made available on the site may vary from time to time. Such space shall be limited to areas of the site that the Village Manager determines will not interfere with the Village's

use of the site. Requests for such parking shall be made directly to the Village Manager. Remote parking spaces shall not be available for the general public.

Valet Parking Permit Application

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

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

IMPOUNDMENT AND TOWING FEES

<u>Type of Fee</u>	<u>Fee Amount</u>	<u>Conditions for Payment or Refund</u>
<i>Impoundment</i>	\$200.00	Payment is required prior to release of vehicle. Payment will be refunded if the hearing officer determines that the impoundment was not conducted in accordance with the procedural requirements of Village Code Section 10.24.130.
<i>Towing and/or Storage - Private Contractor</i>	Actual cost as billed by the towing or impounding facility	Payment is required prior to release of towed, removed, relocated and/or stored vehicle. Payment will be refunded if the hearing officer determines that the towing, removal, relocation and/or storage was not conducted in accordance with the procedural requirements of Village Code Section 10.24.130.
<i>Storage on Village Property</i>	\$10.00 per day, per vehicle	Payment is required prior to release of stored vehicle. Payment will be refunded if the hearing officer determines that the storage was not conducted in accordance with the procedural requirements of Village Code Section 10.24.130.
<i>Collateral</i>	100% of the amount of all outstanding fines due, as stated in the final notice.	Payment is required prior to release of impounded, towed, removed, relocated and/or stored vehicle. Payment is also required before a request for a judicial proceeding made pursuant to a “final notice” is processed. Payment will be refunded if, as the result of the dismissal of outstanding or unsettled traffic violation notices, judgments and/or warrants by a court of competent jurisdiction, the impounded or removed vehicle is subject to fewer than five unsatisfied fines for violation of any parking ordinance of the Village.

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

SCHEDULE OF GENERAL PERMIT, LICENSE AND REGISTRATION FEES

<u>Miscellaneous Service Fees</u>	<u>Amount of Fee</u>	<u>Code Section</u>
<i>Ambulance Services - Residents</i>		2.52.040
Advanced Life Support – Level 1	\$725.00	
Advanced Life Support – Level 2	\$775.00	
Basic Life Support	\$575.00	
Mileage Charge (per loaded patient mile)	\$12.00	
<i>Ambulance Services – Non-Residents</i>		
Advanced Life Support – Level 1	\$900.00	
Advanced Life Support – Level 2	\$950.00	
Basic Life Support	\$700.00	
Mileage Charge (per loaded patient mile)	\$12.00	
<i>Audit (Print copy)</i>	\$35.00	
<i>Annual Budget (Print copy)</i>	\$35.00	
<i>Certified copies (per certification)</i>	\$1.00	
<i>Comprehensive Plan</i>		
With Maps	\$35.00	
Without Maps	\$8.50	
<i>Copying, Scanning and Printing Charges</i>		
In-house copying		
Black & White, 8½” x 11” (per side)	\$0.15	
Black & White, 8½” x 14” (per side)	\$0.15	
Black & White, 11” x 17” (per side)	\$0.50	
Color, 8½” x 11” (per side)	\$0.50	
Color, 8½” x 14” (per side)	\$1.00	
Color, 11” x 17” (per side)	\$1.00	
Out-sourced copying	Actual Cost	
Oversize documents (plats, etc.)	Actual Cost	
CD-ROM (per disk)	\$5.00	
DVD recordings of meetings (per DVD)	\$20.00	
<i>Credit Card Fee</i>		
For credit card payments over \$10,000	2%	

<u>Miscellaneous Service Fees</u>	<u>Amount of Fee</u>	<u>Code Section</u>
<i>Fire Alarm Monitoring Services</i> (direct connections to Village's fire alarm monitoring system only)	\$61.00 per month	
<i>Kenilworth Fire Service</i> Annual amount per IGA (2021)	\$531,070.00	R-9-2017
<i>Other, Unspecified Services</i>	Actual Cost	
<i>Special Detail Police Services</i>	\$70.00 per hour	
<i>Street Cleaning</i>	\$550.00	
<i>Unincorporated Fire Service</i> Annual amount per Contract address	\$1,311.64	13.040.120
<i>Winnetka Village Code</i>	\$200.00	
<i>Winnetka Zoning Ordinance</i>	\$10.00	

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

SCHEDULE OF SPECIAL SERVICE FEES

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

<u>Department</u>	<u>Hourly Rate</u>
<i>Village Administration & Finance Departments</i>	
Village Manager	\$350
Assistant Village Manager	\$290
Village Attorney	\$350
Department Head	\$290
Supervisory Personnel	\$190
Clerical/Support Staff	\$190
<i>Police Department</i>	
Command Staff (Deputy Chief, Commanders)	\$240
Sergeants	\$190

<u>Department</u>	<u>Hourly Rate</u>
Administrative Services Manager	\$190
Patrol Officers	\$160
Support Staff	\$140
Vehicles	\$50
<i>Fire Department</i>	
Command Staff (Deputy Chief, Captains)	\$240
Lieutenants	\$190
Fire Medics	\$160
Support Staff	\$140
Light Vehicles	\$60
Ambulance	\$110
Fire Truck / Engine	\$460
<i>Public Works</i>	
Supervisory	\$190
Engineers	\$190
Maintenance Workers	\$140
Light Trucks	\$60
Medium Trucks	\$90
Heavy Trucks, Refuse Trucks, Street Sweepers	\$130
<i>Community Development</i>	
Assistant Director	\$240
Planners, Architect	\$190
Inspectors	\$160
Clerical / Support Staff	\$140
Vehicles	\$50
<i>Water & Electric</i>	
Assistant Director	\$240
Supervisory	\$190
Plant Operators	\$160
Linemen	\$160
Clerical / Support Staff	\$130
Light Trucks	\$60
Medium Trucks	\$90
Heavy Trucks, Boom Trucks	\$130

SECTION 8: BUILDING PERMIT, LICENSE AND REGISTRATION FEES.

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

[Remainder of this page intentionally left blank.]

SCHEDULE OF BUILDING, ZONING AND CONSTRUCTION ACTIVITY FEES

WORK PERFORMED WITHOUT PERMITS (SECTION 15.32.010)

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

PERMIT DEPOSITS (SECTIONS 15.32.020, 15.54.120)

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

For Building Demolition Permits with site restoration plans	\$3,000
For Construction and Demolition Debris Recycling	\$2,000
For Temporary Certificate of Occupancy	\$3,000
For Tree Replacement (for each inch of DBH)	\$250

PLAN REVIEW FEES (SEC. 15.32.020)

For all Building Permits, other than restrictive building permits:

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

For review of Construction Document Revisions

- \$15 for each review where original building permit was subject to minimum fee, building permit is not required, or revision is for a restrictive building permit.
- \$100 for all reviews of any revision to building permit construction documents that do **not** require zoning, engineering, and/or forestry reviews.
- \$130 for all reviews of any revision to building permit construction documents that require zoning, engineering, and/or forestry reviews for minor revisions (as determined by the Director of Community Development).
- 25% of original plan review fee for all reviews of any major revision to building permit construction documents (as determined by the Director of Community Development).

For engineering review required for building in the flood plain:

- | | |
|----------------------------------|----------|
| • Flood plain development review | \$500.00 |
| • LOMR review | \$500.00 |

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

- | | |
|-----------------------------|-------------|
| • Fire Department review | \$130.00 |
| • Technical review services | Actual cost |

SCHEDULE OF BUILDING, ZONING AND CONSTRUCTION ACTIVITY FEES

CONTRACTOR PERMIT BOND (Sec. 15.32.060)

[**Note:** Bond to be payable to the Village of Winnetka; required of all contractors. Pursuant to the Contractor Unified License and Permit Bond Act of 1998, contractor may provide a certified copy of his/its current unified contractor bond in amount of no less than \$50,000, as on file with Cook County Clerk.]

\$20,000

BUILDING PERMIT FEES (Sec. 15.32.020)

Renovations, including remodeling, to existing structures and for other construction activity not specified by Resolution of the Council

- \$30.00 per \$1,000.00 or fraction thereof of the estimated total project cost, \$100.00 minimum.

Construction of new primary structures and additions thereto, including basement and attic areas, whether finished or unfinished, crawl space, attached garages and detached accessory structures, all without deducting for zoning allowances, bonuses or other exceptions

- \$1.60 per horizontal square foot, \$100.00 minimum.

Below Grade Parking Facilities

- \$1.00 per Gross Floor Area square foot.

RESTRICTIVE PERMITS

Canopy/Awning (Sec. 15.44.030) \$70 each

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

Construction Trailers (Sec. 15.32.020) \$220 each

Demolition (Sec. 15.52.020)

- For each accessory structure \$45
 - For demolition with building permit application and complete construction documents. \$16,070
 - For demolition with site restoration plan and schedule. \$16,070
- (Note: The \$16,070 includes \$600 reimbursement of payment made by Village of Winnetka to Winnetka Historical Society for research related to demolition of a primary structure)

Fences (Sec. 15.44.060) \$65 each

Roofing (Sec. 15.32.020 and 15.44.100) \$65 each

Signs (Sec. 15.60.140)

[**Note:** Signs may require Certificate of Appropriateness of Design.]

- For each non-illuminated signs \$60
- For each illuminated sign (includes electrical permit fee) \$195

Swimming Pools (Sec. 15.56.020) \$515

[**Note:** Includes electrical, plumbing and fence permits]

SCHEDULE OF BUILDING, ZONING AND CONSTRUCTION ACTIVITY FEES

Tree Enhancement/Tree Protection Plan Review (Sec. 15.28.070)

- For each review per lot in development site \$90

Landscape/Tree Replacement Plan Review (Sec. 15.28.050 and 15.28.060)

- For each review per lot in development site \$90

Tree Removal Permit Fee (Sec. 15.28.040)

- For each tree \$60

ELECTRICAL PERMITS (Sec. 15.32.020 and 15.44.050)

- Base Fee for All Permits \$70
- Electrical Fixtures-outlets, receptacles and switches \$1.10
- Motors over 0.5 hp, per motor \$25
- New Service or Modifications to Existing Service Entrance Equipment
[Note: Permit fees are waived if modifications result from Water & Electric Department's scheduled undergrounding program.]
 - Less than 200 amps, per new service or modification \$50
 - 200 amps or more, per new service or modification \$60
- Temporary Service, per service
 - Overhead \$340
 - Underground \$680

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

Plumbing

- Base Fee for All Plumbing Permits (includes 5 fixtures) \$70
- Plumbing Fixtures (beginning with the sixth fixture), per fixture \$10
- Process Piping for Heating System, per unit \$100

HVAC

[Note: Exterior installations require zoning approval.]

- Base Fee for all HVAC Permits \$70
- For replacement of duct work only, per unit \$45
- For totally new system, per unit \$90
- For each roof-top unit, new or replacement \$100
- For each new or replacement AC unit, if total capacity on the property is 8 tons or more. \$100
- For minor heating/cooling/ventilation system items, per unit. \$25

Irrigation

- Base Fee \$80
- Per Sprinkler Head \$0.90

SCHEDULE OF BUILDING, ZONING AND CONSTRUCTION ACTIVITY FEES

MISCELLANEOUS FEES

Construction & Demolition Debris (Sec. 15.54.080)	\$250
Development Agreement Base Fee (Sec. 15.32.080(K)) [Note: Base Fee includes standard staff review time and 3 hours of Village Attorney time.]	\$1,500
Development Agreement Supplemental Fee (Sec.15.32.080(K)) All Village costs in excess of those included in the Base Fee shall be based upon the actual time spent by the Village, plus costs incurred, and shall be incorporated into the Development Agreement.	Variable, based on Staff time
Fire Prevention Permit (Sec. 15.16.040)	\$130
Partial Permits (Sec. 15.32.110)	\$150
Permit Renewal (Sec. 15.32.200)	50% of total original building permit fee
Stop Work Order (Sec. 15.04.100) • 1st Stop Work Order • 2nd Stop Work Order • 3rd Stop work Order	\$250 \$500 \$750
Temporary Certificate of Occupancy (Sec. 15.36.010)	\$275
Village Attorney Services (Sec. 5.66.040) For non-standard services related to post-approval implementation or amendment of development agreements, subdivisions and planned developments	\$350 per hour, ½ hour increments

PETITION FILING FEES

Administrative Appeals • Building Code Appeals (Sec. 15.72.010) • Zoning Appeals (Sec. 17.72.010)	\$350 \$450
Certificate of Appropriateness of Design (Sec. 15.40.010) • For each new primary structure or addition thereto • For each existing structure • For each application for signs, canopies, or awnings	\$450 \$125 \$55
Consolidation of Land into single parcel (Sec. 16.08.010)	\$550
Driveway Variation (Sec. 12.12.010 and 15.44.040)	\$265
Flood Plain Variation (Sec. 15.68.100)	\$715
Sign Variation (Sec. 15.60.250)	\$220

SCHEDULE OF BUILDING, ZONING AND CONSTRUCTION ACTIVITY FEES

Special Use Permit (Sec. 17.56.010)	\$935
Subdivision of Land – Base Fee (Sec. 16.04.040) [Note: Base Fee includes standard staff review time and 3 hours of Village Attorney time.]	\$935
Subdivision of Land Supplemental Fee (Sec. 15.32.080(K)) All Village costs in excess of those included in the Base Fee shall be based upon the actual time spent by the Village, plus costs incurred. For projects requiring a Development Agreement, the supplemental fee shall be incorporated into the Development Agreement.	Variable, based on Staff time
Zoning Map Amendment (Sec. 17.72.040)	\$800
Zoning Planned Development (Chapter 17.58)	\$935
Zoning Special Use (Chapter 17.56)	\$935
Zoning Text Amendment (Sec. 17.72.040)	\$800
Zoning Variation by Zoning Administrator (Minor Variation) (Sec. 17.60.015)	\$250
Zoning Variation by Zoning Board of Appeals (Standard Variation) (Sec. 17.60.020)	\$400
Zoning Variation by Ordinance (Major Variation) (Sec. 17.60.030)	\$800
STREETS, SIDEWALKS, DRIVEWAYS AND OTHER IMPERMEABLE SURFACES (Sec. 12.04.110)	
Driveway curb cut, new or enlarged (Sec. 12.12.010) [Note: Includes right-of-way excavation fee.]	\$200
Right-of-way Excavation and/or Occupation, per excavation/occupation (Sec. 12.16.010 and 12.20.010)	\$125
Sewer, per sewer line type (Sec. 15.24.090)	\$150
Impermeable Surfaces (including driveways, sidewalks, patios, etc.) (Sec. 12.08.010)	\$75
Street Replacement (Sec. 12.04.20) • Noncompliance fee	\$5,000

[Remainder of this page intentionally left blank.]

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

- A. An estimate furnished by the permit applicant;
- B. A certification of the cost of construction from a licensed architect or a registered structural or professional engineer;
- C. An affidavit from the owner or the owner's agent setting forth the estimated cost of the proposed work; or
- D. A calculation to be made by the Director of Community Development, based on the most current edition of the RS Means Square Foot Costs Book.

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

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

SECTION 12: REPEALER. Resolution R-79-2020 shall be, and is hereby, repealed and shall no longer be in force and effect from and after the passage of this Resolution and approval according to law.

SECTION 13: EFFECTIVE DATE. This Resolution shall be in full force and effect from and after its passage and approval according to law, but in no event prior to January 1, 2021.

ADOPTED this 7 day of December, 2021, pursuant to the following roll call vote:

AYES: _____
NAYS: _____
ABSENT: _____

Signed:

Village President

Countersigned:

Village Clerk

Introduced: November 16, 2021

Adopted:

December 7, 2021

R-94-2021



Agenda Item Executive Summary

Title: Resolution No. R-96-2021: Amended Village Investment Policy (Adoption)

Presenter: Tim Sloth, Finance Director

Agenda Date:

12/07/2021

Consent:



YES



NO

☐

Ordinance

☒

Resolution

☐

Bid Authorization/Award

☐

Policy Direction

☐

Informational Only

Item History:

On November 16, 2021 the Village Council approved an assignment and change to our Investment Management Agreement with BMO Harris Global Asset Management transferring the management of Village investments and assigning the contract to the firm Taplin, Canida and Habact. At that meeting, staff also communicated that it was in the process of updating the Village's investment policy.

Executive Summary:

Staff updated the investment policy which now includes Taplin, Canida, and Habacht as an authorized investment advisor. The investment policy statement provides general investment goals and objectives for the purchase, sale and day to day management of Village investments. The policy's primary objectives are:

- Safety of Assets
- Liquidity
- Return on Investments

The policy details the allowable investments as well as diversification and quality standards and is in compliance with the Illinois Public Funds Investment Act, 30 ILCS 235/0.01 et seq. (1992). It should also be noted that any deposits in excess of FDIC (or SAIF) are required to be secured by pledged collateral at 110%.

Recommendation:

- 1) Adopt Resolution No. R-96-2021 - A Resolution Adopting an Amended Village Investment Policy.

Attachments:

1. Resolution No. R-96-2021: A Resolution Adopting an Amended Village Investment Policy
2. Village of Winnetka, Illinois - Investment Policy

ATTACHMENT 1

RESOLUTION NO. R-96-2021

A RESOLUTION ADOPTING AN AMENDED VILLAGE INVESTMENT POLICY

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, in 1996 the Village Council passed Resolution R-1346-96, adopting a written policy for the investment of Village funds (“*Investment Policy*”) in accordance with the Illinois Public Funds Investment Act, 30 ILCS 235/0.01 *et seq.*; and

WHEREAS, the Village Council has amended the Investment Policy from time to time, most recently through the passage of R-6-2015 on March 3, 2015; and

WHEREAS, the Village desires to adopt a further amended Investment Policy (“*Amended Investment Policy*”) in connection with the engagement of a consultant by the Village for the investment and management of certain funds owned by the Village; and

WHEREAS, the Village Council has determined that it is in the best interests of the Village and its residents to adopt the Amended Investment Policy;

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

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

SECTION 2: APPROVAL OF AMENDED INVESTMENT POLICY. The Village Council hereby approves, pursuant to the Village’s home rule power, the Amended Investment Policy in the form attached to and, by this reference, made a part of this Resolution as **Exhibit A**. The Amended Investment Policy supersedes and hereby replaces the Investment Policy.

SECTION 3: 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 7th day of December, 2021, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

Signed

Village President

Countersigned:

Village Clerk

EXHIBIT A

AMENDED INVESTMENT POLICY

ATTACHMENT 2

VILLAGE OF WINNETKA, ILLINOIS INVESTMENT POLICY

POLICY

It is the policy of the Village of Winnetka ("Village") to invest public funds in a manner which will provide the highest investment return with the maximum security while meeting the daily cash flow demands of the Village and conforming to all state statutes governing the investment of public funds.

SCOPE

This investment policy applies to all financial assets of the Village of Winnetka. These funds are accounted for in the Village's comprehensive annual financial report and include the General Fund, Special Revenue funds, Capital Project funds, Enterprise funds, and any other funds that may be created from time to time. All transactions involving the financial assets and related activity of the foregoing funds shall be administered in accordance with the provisions of this policy.

INVESTMENT OBJECTIVES

The primary objectives, in priority order, of the Village of Winnetka investment activities shall be safety, liquidity, and yield:

Safety of Capital Principal - Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. To attain this objective, diversification is required so that potential losses on individual securities and/or financial institutions do not exceed the income generated from the remainder of the portfolio.

Liquidity - The Village's investment portfolio shall remain sufficiently liquid to enable the Village to meet all operating requirements which may be reasonably anticipated. This is accomplished by structuring the portfolio so that securities mature concurrent with cash needs to meet anticipated demands (static liquidity). Furthermore, since all possible cash demands cannot be anticipated, the portfolio should consist largely of securities with active secondary or resale markets (dynamic liquidity).

Return on Investments - The investment portfolio of the Village shall be designed to attain a market rate of return throughout budgetary and economic cycles, taking into account the risk constraints, the cash flow characteristics of the portfolio and legal restrictions for return on investment. Return on investment is of least importance compared to the safety and liquidity objectives described above.

Maintaining the Public Trust - All Participants in the investment process shall seek to act responsibly as custodians of the public trust and shall avoid any transaction that might impair public confidence in the Village.

STANDARDS OF CARE

Prudence - The standard of prudence to be used by investment officials shall be the "prudent person" standard and shall be applied in the context of managing an overall portfolio. Investment officers acting in accordance with written procedures and this investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and the liquidity and the sale of securities are carried out in accordance with the terms of this policy.

Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion, and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

Ethics and Conflicts of Interest - Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with the proper execution and management of the investment program, or that could impair their ability to make impartial decisions. Employees and investment officials shall disclose any material interests in financial institutions with which they conduct business. They shall further disclose any personal financial/investment positions that could be related to the performance of the investment portfolio. Employees and officers shall refrain from undertaking personal investment transactions with the same individual with whom business is conducted on behalf of the Village of Winnetka.

Delegation of Authority - The establishment of investment policies is the responsibility of the Village Council. Management and administrative responsibility for the investment program is hereby delegated to the Finance Director who, under the direction of the Village Manager, shall establish written procedures for the operation of the investment program consistent with this investment policy. Procedures should include references to: safekeeping, delivery vs. payment, investment accounting, repurchase agreements, wire transfer agreements, collateral/depository agreements and banking service contracts. Such procedures shall include explicit delegation of authority to persons responsible for investment transactions. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the Finance Director. The Finance Director shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate officials. The Finance Director may from time to time amend the written procedures in a manner not inconsistent with this policy or with state statutes.

INVESTMENT MATURITY AND LIQUIDITY

The Finance Director will not speculate on interest rate changes. Unless matched to a specifically identified cash flow need, the investment portfolio shall have the following maximum maturities:

No mortgage-backed securities with an average life exceeding 3 years, or other investments with a final maturity beyond 3 years, may be purchased.

Any investment purchased with a maturity longer than three years must be supported by a written explanation for the purchase from the designated advisor to the Finance Director. The measurement of compliance with these investment guidelines will be at the time the investment is purchased.

INVESTMENT INSTRUMENTS

The Village may invest in any type of security allowed by Illinois law, notably the Public Funds Investment Act, 30 ILCS 235/0.01 et seq. (1992). A summary of the allowable instruments are:

Interest-Bearing Passbook Savings Accounts

Interest-Bearing Now, Super Now and Money Market Accounts

Commercial Paper - Short-term obligations of corporations organized in the United States of America with assets exceeding \$500,000,000 if (a) such obligations are rated at the time of purchase with the highest classification by at least two standard rating services, (b) and such investment is no more than 33% of the cash and investment balance at the time of placement, and (c) such purchases do not exceed 10% of the corporation's outstanding obligations.

Corporate Bonds - Obligations of corporations organized in the United States with assets exceeding \$500,000,000 if (i) such obligations are rated at the time of purchase at one of the 3 highest classifications established by at least 2 standard rating services and which mature not later than 3 years from the date of purchase, and (ii) such purchases do not exceed 10% of the corporation's outstanding obligations, and (iii) if subsequently downgraded below investment grade, the bonds must be liquidated by a manager from the portfolio within 90 days after being downgraded by one of the two largest rating services.

Mortgage-Backed Securities (MBS) backed by the full faith and credit of the United States or government-sponsored enterprises.

Public Treasurers' Investment Pool (Illinois Funds) or other legally authorized Local Government Investment Pools.

Money Market Mutual Funds - registered under the Investment Company Act of 1940, provided the portfolio is limited to bonds, notes, certificates, treasury bills, or other securities which are guaranteed by the full faith and credit of the federal government as to principal and interest.

Repurchase Agreements - collateralized by full faith and credit U.S. Treasury securities.

Interest-Bearing Certificates of Deposit and Time Deposits-Constituting direct obligations of any bank as defined by the Illinois Banking Act and only those insured by the FDIC legally issuable by savings and loan associations incorporated under the laws of the State of Illinois or any other state or under the laws of the United States and only in those savings and loan association insured by the BIF (Bank Insurance Fund).

Bonds, notes, certificates of indebtedness, Treasury bills or other securities which are guaranteed by the full faith and credit of the United States of America or other similar obligations of the U.S. or its agencies.

Short term discount obligations of the Federal National Mortgage Association.

Insured accounts of credit unions whose principal office is in Illinois.

Various tax-exempt securities, as permitted and limited by 30 ILCS 350/12 (1992) and the Public Funds Investment Act, 30 ILCS 235/0.01 et seq. (1992).

DIVERSIFICATION AND QUALITY

It is the policy of the Village to diversify its investment portfolio in high quality securities. Investments shall be diversified and of high quality to eliminate the risk of loss resulting in over concentration in a specific maturity, issuer, or class of securities. To reduce the risk of default, the investment portfolio of the Village of Winnetka shall not exceed the following diversification limits and quality standards unless specifically authorized by the Village Council:

Credit Quality and Duration Limits	Maximum Maturity	Minimum Quality	Maximum Percentage Allocation
U.S. Treasuries	3 Yrs	N/A	100%
U.S. Agencies	3 Yrs	N/A	50%
Commercial Paper	270 Days	A1/P1	25%
Corporate Bonds	3 Yrs	AA	25%
Bank Obligations	3 Yrs	AA	25%
Mortgage-Backed Securities	Avg. 3 Yrs	AAA	25%
Municipal Securities	3 Yrs	AA	25%
Illinois Fund	N/A	N/A	100%
Money Market Fund	N/A	AAA	100%

The average quality of the entire portfolio must be maintained at a level of “AA” or better. The target duration for the portfolio managed by an Investment Manager shall be set by the Finance Director and shall not exceed 30 months.

COLLATERALIZATION

It is the policy of the Village to require deposits in excess of FDIC or SAIF insurable limits be secured by some form of collateral or insurance to protect public deposits in a single financial institution if it were to default due to poor management or economic factors. To accomplish this, every pledge of collateral will be documented by an approved written security and pledge agreement, executed by the financial institution contemporaneously with the acquisition of the pledged collateral by the financial institution, approved by the board of directors of the financial institution or its loan committee as reflected in the minutes of said board or committee, and continually kept as an official record of the financial institution.

Eligible collateral or insurance instruments and collateral ratios (market value divided by deposit) are as follows:

a) U.S. Government Securities	110%
b) Obligations of Federal Agencies	110%
c) Obligations of Federal Instrumentalities	110%
d) Obligations of the State of Illinois	110%
e) General Obligation Bonds of the Village	110%
f) Surety Bond issued by the Municipal Bond Investment Assurance (MBIA) or other Village approved issuer.	100%

The ratio of fair market value of collateral to the amount of funds secured shall be reviewed periodically and additional collateral will be requested when the ratio declines below the level required.

Safekeeping of Collateral-Third party safekeeping and custody is required for all collateral. To accomplish this, the securities can be held at the following locations:

- 1) A Federal Reserve Bank or its branch office
- 2) At another custodial facility - generally in a trust department through book-entry at the Federal Reserve, unless physical securities are involved.
- 3) By an escrow agent of the pledging institution.

Safekeeping will be documented by an approved written agreement. This may be in the form of a safekeeping / custody agreement, trust agreement, escrow agreement or custody agreement.

Substitution or exchange of securities held in safekeeping can be done without prior written notice of the Village provided the market value of the replacement securities are equal or greater than the market value of the securities being replaced. The Village will be notified in writing of all substitutions.

SAFEKEEPING / CUSTODY OF SECURITIES

All security transactions, including collateral for repurchase agreements, entered into by the Village of Winnetka shall be conducted on a delivery-verses-payment (DVP) basis. Securities will be held by a third-party custodian designated by the Finance Director and evidenced by safekeeping receipts.

Third party safekeeping is preferred for all securities. To accomplish this, the securities can be held at the following locations:

- a) A Federal Reserve Bank or its branch office
- b) At another custodial facility - generally in a trust department through book-entry at the Federal Reserve, unless physical securities are involved
- c) By an escrow agent of the pledging institution
- d) A financial institution on the Illinois State Treasurer's approved list of safekeeping banks.

Safekeeping will be documented by an approved written agreement. This may be in the form of a safekeeping agreement, trust agreement, escrow agreement or custody agreement.

AUTHORIZED FINANCIAL DEALERS & INSTITUTIONS

The Finance Director will maintain a list of financial institutions authorized to provide investment services. In addition, a list will also be maintained of approved security broker/dealers selected by credit worthiness. These may include “primary” dealers or regional dealers that qualify under Securities and Exchange Commission Rule 15C3-1 (uniform net capital rule). No public deposit shall be made except on qualified public depository as established by state statutes.

ETHICS AND CONFLICTS OF INTEREST

In addition to the prohibitions contained in subsection 2(d) of the Public Funds Investment Act, 30 ILCS 285/2(b) (1992), officers and employees involved in the investment process shall refrain from personal business activity that could conflict with the proper execution and management of the investment program, or which could impair their ability to make impartial investment decisions. Employees and investment officials shall disclose to the Village Council any material financial interests in financial institutions that conduct business with the Village, and they shall further disclose any large personal financial or investment positions that could be related to the performance of the Village's portfolio. Employees and officers shall subordinate their personal investment transactions to those of the Village particularly regarding the timing of purchases and sales.

INDEMNIFICATION

Investment officers and employees of the Village acting in accordance with this Investment Policy and written procedures as have been or may be established and exercising due diligence shall be relieved of personal liability for an individual security's credit risk or market changes.

REPORTING

The Finance Director shall submit to the Village Council, quarterly, an investment report which shall describe the portfolio in terms of investment securities, maturities and cost by fund, and earnings for the current period and year to date. The report shall indicate any areas of policy concern and planned revision of investment strategies.

MARKING TO MARKET

The market value of the portfolio shall be calculated at least quarterly and a statement of the market value of the portfolio shall be issued at least quarterly. This will ensure that review of the investment portfolio, in terms of value and price volatility, has been performed.

PERFORMANCE STANDARDS

The investment portfolio will be managed in accordance with the parameters specified within this policy. The portfolio should obtain a market average rate of return during a market/economic environment of stable interest rates. A series of appropriate benchmarks shall be established against which portfolio performance shall be compared on a regular basis.

AMENDMENT

This policy shall be reviewed on an annual basis with any revisions presented to the Village Council for their approval.

Adopted this ____ day of _____, 2021, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

Signed:

Village President

Countersigned:

Village Clerk

**Village of Winnetka
Investment Procedures and Internal Controls
Promulgated by the Finance Director as of December 7, 2021**

Authorized Persons:

The following Village employees are authorized to work with the investment manager to purchase investments, sell investments, and release collateral:

Robert M. Bahan, Village Manager
Timothy J. Sloth, Finance Director and Treasurer
Anthony Vasquez, Assistant Finance Director

Two authorized persons, including the Village Manager in all cases, are required to approve depositing, or withdrawing of funds available for investment from the established investment custody accounts, currently Wells Fargo.

Investment Transactions and Security Measures:

All investment transactions shall be processed as delivery versus payment or DVP, to ensure that the Village ownership of securities purchased or sold is always clear. Additionally, all investments will be held by a third-party financial institution and evidenced by a safekeeping agreement in a form acceptable to the Finance Director and the Village's independent auditors.

The Village shall utilize security codes mutually agreed to by the Village and Financial institutions to process investment transactions, collateral transactions, and wire transfers. At a minimum, these procedures shall include at least one of the following: passwords, taped phone conversations, call back on non repetitive wire transfers, limiting authorized account numbers, and designation of repetitive transaction types.

Internal Controls:

The following internal controls will be performed monthly:

The Village's Accounting Specialist and/or the Assistant Finance Director shall prepare and initial monthly bank reconciliations within 45 days of the cut off statement date. The Finance Director shall periodically review said reconciliations.

The Finance Director shall cause to be prepared quarterly a schedule listing all bank balances (per the Village's general ledger) and investments held. Said reports shall be distributed to the Village Manager and Village Council to allow for the quarterly review of the investment effectiveness and meeting the investment policy objectives.

**List of Authorized Investment Advisors, Money Managers, and Financial Institutions
As of December 7, 2021.**

Investment Advisors and Investment Purchases:

- 1) All those financial institutions listed in the investment policy, including money market funds utilized by those institutions and investment vehicles established by the State Treasurer for short-term money management.
- 2) Amalgamated Bank
- 3) BMO Harris N.A.
- 4) AndCo. Consulting
- 5) First Bank and Trust
- 6) J.P. Morgan
- 7) Wells Fargo
- 8) Northern Trust
- 9) Wintrust Financial Corporation
- 10) Taplin, Canida & Habacht, LLC
- 11) Loop Capital, LLC

Depository for Village Funds:

- 1) All those financial institutions listed in the investment policy, including money market funds utilized by those institutions and investment vehicles established by the State Treasurer for short-term money management.
- 2) Amalgamated Bank
- 3) BMO Harris N.A.
- 4) First Bank and Trust
- 5) J.P. Morgan
- 6) Wells Fargo
- 7) Wintrust Financial Corporation



Agenda Item Executive Summary

Title: Resolution No. R-99-2021: Transfer of License Agreement from Grand Foods to Sunset Foods (Adoption)

Presenter: Kristin Kazenas, Assistant Village Manager

Agenda Date:

12/07/2021

Consent:



YES



NO

☐

Ordinance

☒

Resolution

☐

Bid Authorization/Award

☐

Policy Direction

☐

Informational Only

Item History:

8/3/2010 - Resolution No. R-30-2010 was adopted by the Village Council approving a license agreement with Grand Foods for the use of portion of the Village owned parking lot at the southeast corner of Birch and Pine Streets for refuse storage.

Executive Summary:

Grand Food Centers Inc. is a grocery store located at 606 Green Bay Road that is selling its assets to Sunset Food Mart, Inc. Sunset Food Mart Inc. plans to continue to use a portion of the Village owned parking lot for refuse storage and has requested a transfer of the license agreement with the same terms as the original agreement. Village Council approval of a Assignment and Assumption of License Agreement is necessary to transfer the license agreement.

Recommendation:

Consider Adoption of Resolution No. R-99-2021 - Approving an Assignment and Assumption of the License Agreement Between the Village of Winnetka and Grand Food Centers, Inc.

Attachments:

1. Resolution No. R-99-2021: Approving and Assignment and Assumption of the License Agreement Between the Village of Winnetka and Grand Food Centers, Inc.

- Exhibit A: Resolution No. R-30-2010 - Approving a License Agreement for Grand Food Center to Use a Portion of the Village Parking Lot Located at Pine and Birch Streets

- Exhibit B: License Agreement between Village of Winnetka and Grand Food Centers, Inc

ATTACHMENT 1

RESOLUTION NO. R-99-2021

A RESOLUTION APPROVING AN ASSIGNMENT AND ASSUMPTION OF THE LICENSE AGREEMENT BETWEEN THE VILLAGE OF WINNETKA AND GRAND FOOD CENTERS, INC.

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

WHEREAS, Grand Foods Center, Inc. ("**Assignor**") operates a grocery store at 606 Green Bay Road, Winnetka, Illinois ("**Subject Property**"); and

WHEREAS, the Village owns a public parking lot located at the southeast corner of Birch and Pine Streets ("**Parking Lot**"), which Parking Lot abuts the Subject Property; and

WHEREAS, on July 6, 2010 the Village Council adopted Ordinance M-11-2010 ("**Variation Ordinance**"), granting variations from the Winnetka Zoning Ordinance in order to allow an expansion of the grocery store at the Subject Property; and

WHEREAS, as a condition of the variations, Section 3 of the Variation Ordinance required that Assignor relocate its trash enclosures to a portion of the Parking Lot ("**Licensed Premises**"); and

WHEREAS, the Village and Assignor entered into that certain License Agreement dated August 1, 2010 ("**License Agreement**") attached to and, by this reference, made a part of this Resolution as **Exhibit A**, which License Agreement governs the terms of the Assignor's use of the Licensed Premises; and

WHEREAS, Section 13 of the License Agreement provides that the License Agreement may not be assigned without the Village's prior approval; and

WHEREAS, Assignor and Sunset Food Mart, Inc. ("**Assignee**") entered into that certain Asset Purchase Agreement dated as of September 29, 2021 ("**Purchase Agreement**") for the sale of substantially all of Assignor's assets to Assignee; and

WHEREAS, pursuant to the Purchase Agreement, Assignor desires to assign and transfer all of Assignor's rights and obligation under the License Agreement to Assignee, and Assignee desires to accept such assignment, upon the terms and conditions set for in the Assignment and Assumption of License Agreement ("**Assignment Agreement**") attached to and, by this reference, made a part of this Resolution as **Exhibit B**; and

WHEREAS, the Village Council has determined that it is in the best interests of the Village and its residents to consent to the Assignment Agreement;

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

December 7, 2021

R-99-2021

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

SECTION 2. APPROVAL OF ASSIGNMENT AGREEMENT. The Village Council hereby approves the Assignment Agreement in substantially the form attached to this Resolution as Exhibit B, and in a final form approved by the Village Attorney.

SECTION 3. EFFECTIVE DATE. This Resolution shall be effective only upon the occurrence of all of the following events: (i) passage and approval as provided by law; (ii) the provision of an original copy of the Assignment Agreement executed by both Assignor and Assignee; and (iii) the commencement of Assignee's lease term under its lease with the owner of the Subject Property.

ADOPTED this 7 day of December, 2021, pursuant to the following roll call vote:

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

Signed

Village President

Countersigned:

Village Clerk

EXHIBIT A
LICENSE AGREEMENT

EXHIBIT A

RESOLUTION NO. R-30-2010

**A RESOLUTION
APPROVING A LICENSE AGREEMENT
FOR GRAND FOOD CENTER TO USE
A PORTION OF THE VILLAGE PARKING LOT
LOCATED AT PINE AND BIRCH STREETS**

WHEREAS, Grand Food Centers, Inc., is an Illinois corporation ("Grand Foods"), that operates a grocery store, known as the Grand Food Center, on property it leases at 606 Green Bay Road, Winnetka, Illinois (the "Subject Property"), located at the southwest corner of Green Bay Road and Pine Street; and

WHEREAS, the Village of Winnetka (the "Village") owns a public parking lot at the southeast corner of Birch and Pine Streets; and

WHEREAS, on July 6, 2010, the Council of the Village of Winnetka adopted Ordinance M-11-2010, granting variations from the intensity of use of lot limitations and the front yard setback requirements of Sections 17.44.010(E) and 17.44.010(N) of the Winnetka Zoning Ordinance, to allow the expansion of the existing Grand Food Center; and

WHEREAS, as a condition for the granting of the variations, Section 3.B of Ordinance M-11-2010 required that the trash enclosure located at the south end of the service drive be moved to the west, onto the Village Parking Lot, which adjoins the west side of the Subject Property, and that the trash enclosure be fully enclosed on all four sides, and that it be located so that it opens to the east for deposit and removal of trash and so as to minimize, to the extent reasonably possible, the reduction of parking spaces in the Village Parking Lot on which it will be situated; and

WHEREAS, as a further condition for the granting of the variations, Section 3.C of Ordinance M-11-2010 required that the fence on the west side of the Subject Property be replaced with an 8-foot high stockade fence that also fully surrounds the relocated trash enclosure; and

WHEREAS, as a further condition for the granting of the variations, Section 3.D of Ordinance M-11-2010, required Grand Foods and the owners of the Subject Property (collectively, "Licensees") to enter into a license agreement with the Village to define the compensation, duration and other terms pursuant to which the Village will allow the trash enclosure to be relocated to the Village Parking Lot; and

WHEREAS, the Village and the Licensees have reached an agreement on the terms under which Grand Foods will be allowed to use the Village Parking Lot; and

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

WHEREAS, the Village Council find that establishing terms and conditions for the use of Village property is a matters pertaining to the affairs of the Village.

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

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

SECTION 2: The Village Council hereby approves a License Agreement with Grand Food Center, Inc., and the owners of the Subject Property, substantially in the form attached hereto as Exhibit A.

SECTION 3: The Village President and the Village Clerk are hereby authorized and directed to execute and seal, on behalf of the Village, the License Agreement, substantially in the form attached hereto as Exhibit A.

SECTION 4: No permits shall be issued for the improvements to the Subject Property as provided in Ordinance M-11-2010, until (a) the Licensees have delivered to the Village Clerk a fully executed original of the License Agreement and (b) Grand Food Center, Inc., has paid the license fee for the first year of the License Agreement.

[Remainder of this page intentionally left blank.]

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

SECTION 4: This Resolution shall take effect immediately upon its adoption.

ADOPTED this 3rd day of August, 2010, pursuant to the following roll call vote:

AYES: Trustees Greable, Johnson, Pedian, Poor, Rintz, Spinney

NAYS: None

ABSENT: None

Signed:

[Redacted Signature]

Village President

Countersigned:

[Redacted Signature]

Village Clerk

**LICENSE AGREEMENT
BETWEEN THE VILLAGE OF WINNETKA
AND GRAND FOOD CENTER, INC.**

THIS LICENSE AGREEMENT ("Agreement") is dated as of the 3 day of August, 2010, and is by and between the VILLAGE OF WINNETKA, an Illinois home rule municipality (the "Village"), and GRAND FOOD CENTERS, INC., an Illinois corporation (the "Grand Foods").

RECITALS

A. Grand Foods operates a grocery store, known as the Grand Food Center, on property it leases at 606 Green Bay Road, Winnetka, Illinois (the "Subject Property"), which is located at the southwest corner of Green Bay Road and Pine Street, and is described as follows:

Parcel 1: All of Lots 1, 2, 3, 4, 11, 12 and 13 in Jopson and Osgood Subdivision of Block 6 (except the East 101st part thereof) in Charles E. Peck's 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, also

Parcel 2: The East 101st part (excepting therefrom that portion taken for streets described in deed from Max K. Meyer to Village of Winnetka, dated November 25, 1932, recorded December 16, 1932, as Document No. 11176456, as the portion of said East 101st part lying Easterly and Southerly of a curved line, convex to the Southeast and having a radius of 20.0 feet, beginning at a point on the Southwesterly line of Center Street (formerly Railroad Avenue), 36.68 feet Northwesterly of the intersection of the North line of Spruce Street with the Southwesterly line of said Center Street, and running thence Southerly and Westerly on said curved line to a point on the North line of Spruce Street 36.68 feet West of said intersection of the North line of said Spruce Street with the Southwesterly line of said Center Street) of Block 6 in Winnetka, being Charles E. Peck's 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, in Cook County, Illinois; and

B. The Village owns a public parking lot at the southeast corner of Birch and Pine Streets in the Village of Winnetka (the "Parking Lot"), which is described as follows:

Lots 5 and 6 in Jopson and Osgood's Subdivision of Block 6 in Winnetka as per the Plat thereof recorded November 8, 1893, as Document No. 19522297, in Section 20 and 21, Township 42 North, Range 13 East of the 3rd Principal Meridian, in Cook County, Illinois.

C. The east property line of the Parking Lot adjoins a portion of the west property line of the Subject Property.

D. On July 6, 2010, the Council of the Village of Winnetka adopted Ordinance M-11-2010 (the "Ordinance"), granting variations from the intensity of use of lot limitations and the front yard setback requirements of Sections 17.44.010(E) and 17.44.010(N) of the Winnetka Zoning Ordinance, to allow the expansion of the existing Grand Food Center.

E. As a condition for the granting of the variations, Section 3 of the Ordinance required that the trash enclosure ("Enclosure") currently located at the south end of the service drive on the Subject Property be moved to the west, onto the Parking Lot, established other requirements for the Enclosure, and required Grand Foods and the owners of the Subject Property (collectively, "Licensees") to enter into a license agreement with the Village to define the compensation, duration and other terms for the relocation of the Enclosure.

F. The Village Engineer has recommended that the Enclosure be placed in the south 20 feet of the east 24 feet of the Parking Lot, as depicted in the map that is attached to this Agreement as Exhibit 1 and is incorporated herein by reference ("Licensed Premises").

G. Allowing Grand Foods to place the Enclosure in the Licensed Premises will result in the loss of one public parking space in the Parking Lot, while providing additional parking on the Subject Property and improving circulation of delivery vehicles on the Subject Property.

H. Allowing Grand Foods to place the Enclosure in the Licensed Premises will also provide a public benefit, because the improved vehicle circulation on the Subject Property will improve the public safety and comfort in the adjacent residential areas by reducing truck traffic on Pine Street.

I. The Village Engineer has calculated the value of the loss of the public parking space currently located in the Licensed Premises and has recommended that Grand Foods pay an annual fee to the Village for the use of the Licensed Premises ("License Fee") based on that value.

J. The Village, Grand Foods and the owners of the Subject Property have agreed to the terms pursuant to which Grand Foods will be permitted to relocate the Enclosure to the Licensed Premises on the Parking Lot.

WITNESSETH:

NOW, THEREFORE, in consideration of the terms hereinafter set forth, the Parties agree as follows:

1. The foregoing recitals are hereby incorporated in and made a part of this Agreement.
2. Subject to the terms and conditions of this Agreement, the Village hereby grants unto Grantees, their successors and assigns, for the term set forth herein, a license to use

the Licensed Premises for the sole purpose of constructing, installing, reconstructing, repairing, operating, maintaining and removing the Trash Enclosure for the sole benefit of Grand Foods ("License").

3. The Licensed Premises, which is depicted in the map attached to this Agreement as Exhibit 1 and incorporated herein by reference, is described as follows:

The East 24 feet of the South 20 feet of Lot 6 in Jopson and Osgood's Subdivision of Block 6 in Winnetka as per the Plat thereof recorded November 8, 1893, as Document No. 19522297, in Section 20 and 21, Township 42 North, Range 13 East of the 3rd Principal Meridian, in Cook County, Illinois.

4. Unless sooner terminated as hereinafter provided in this Agreement, the term of the License shall be for a period of twenty (20) years, commencing on the date Grand Foods begins construction of the new Enclosure. Notwithstanding the foregoing, the License shall terminate and the use and control of the Licensed Premises shall revert to the Village upon the occurrence of any of the following events:
 - a. If Grand Foods vacates the Subject Property and the portion of the Subject Property currently occupied by Grand Foods ceases to be used as a grocery; or
 - b. If the Owner redevelops or reconfigures the Subject Property with a new building or buildings to replace either the building now occupied by Grand Foods the buildings now located to the south of the building occupied by Grand Foods.
5. In consideration for the grant of the License, Grand Foods shall make an annual payment to the Village ("License Fee") in the amounts shown in the fee schedule attached to this Agreement as Exhibit 2 and incorporated herein by reference. The License Fee for the first year of the License shall be paid in full by Grand Foods at the time of the execution of this Agreement. Thereafter, the annual License Fee shall be paid in full by Grand Foods on or before the first date of each successive year of this Agreement.
6. The License shall be subject to the follow terms and conditions:
 - a. The 8-foot high stockade fence ("Fence") required by the Ordinance shall also fully surround the Enclosure on all four sides.
 - b. The east side of the Enclosure shall align with the Fence and shall be equipped with a gate for accessing the interior of the Enclosure ("Gate").
 - c. The Enclosure shall be serviced only from Subject Property, through the above-described gate.
 - d. Use of the Parking Lot for the deposit or removal of trash from the Enclosure is expressly prohibited.
 - e. Grand Foods shall be solely responsible for maintaining the Enclosure and its contents in a safe, secure and sanitary condition, in compliance with all applicable safety and sanitation regulations.

- f. Grand Foods shall not allow waste or debris from the Enclosure or from the Subject Property to accumulate on the Parking Lot, and shall inspect the areas of the Parking Lot at least weekly to remove any such waste or debris.
7. As further consideration for the grant of the License, Grand Foods shall, at its sole cost and expense, make or pay for any and all changes, alterations or modifications to the Parking Lot necessitated by the construction and installation of the Enclosure, and shall pay for any damage made to the Parking Lot in the course of the construction and installation of the Enclosure, including the restoration of pavement, striping of adjacent parking spaces, and the relocation or replacement of any landscape materials. All such repairs and restoration, including landscaping, shall be to Village specifications, as determined by the Village Engineer. Grand Foods agrees to accept, without challenge, such specifications and such landscaping designs and materials, costs and written estimates as may be prepared and submitted by or on behalf of the Village.
8. Upon the termination of this Agreement, Grand Foods shall, at its sole expense, restore the Licensed Premises to the condition in which it existed at the commencement of the License, as determined by the Village. Notwithstanding the foregoing, the Village reserves all right and discretion to use the Parking Lot for any purpose it may deem appropriate, so long as such use does not interfere with Grand Foods' rights to use the Licensed Premises as provided in this Agreement.
9. Grand Foods shall be entitled to limited access to the areas of the Parking Lot outside of the Enclosure for the sole purpose of (i) installing, maintaining and repairing the Enclosure, and (ii) complying with the Paragraphs 6.f, 7 and 8 of this Agreement; provided, that nothing in this License shall be construed as granting Licensees any rights of vehicular access to the Parking Lot for any purpose.
10. Grand Foods shall save, defend and hold the Village harmless from and against any and all claims, causes of action, suits, damages, liabilities, demands, judgments, awards, or liabilities of any nature or kind, including legal fees and costs (collectively, "Claims"), arising from Licensees' use of the Licensed Premises or the exercise of Licensees' rights under this Agreement, and the performance of any of obligations undertaken by Grantees under this Agreement, or the breach by Grantees of any of the provisions of this Agreement, including from the negligence of the Licensees or their authorized agents, servants, employees, or contractors in the construction, installation or maintenance of the Enclosure. This provision shall survive the termination of the Agreement.
11. Grand Foods and Owners waive, on behalf of themselves and their representatives and agents, all Claims against the Village that relate to or arise directly or indirectly from the Licensees' use of the Licensed Premises; provided, however, that this waiver shall not apply to claims that arise from the negligence or reckless or willful conduct of the Village, its employees, representatives or agents, or to claims arising from the Owner's breach of this Agreement. This provision shall survive the termination of this Agreement.

12. To the extent permitted by the laws of the State of Illinois, Grantees hereby waive any and all rights or claims Grantees may have at any time against Village, its officers, employees, agents or other persons acting on its the Village's behalf, for injury to or the death of any person or for the damage to or destruction of any property sustained or incurred by Grantees, or any other persons of rights and privileges granted to Grantees, or the performance of Grantees' obligations under this Agreement.
13. This License may not be assigned by the Grantees without the Village's prior written approval.
14. The Village reserves the right to terminate the License and any and all other rights and privileges hereby granted to Grantees under this Agreement upon 30 days written notice to Grantees in the event any one or more of the following events occurs.
 - a. If the Village is ordered by a court of competent jurisdiction to terminate this Agreement.
 - b. If the Village determines that Grand Foods' use of the Licensed Premises unreasonably interferes with Village's use and operation of the Licensed Premises or the Parking Lot property.
 - c. If the Village determines that the entire property on which the Parking Lot is located, including the Licensed Premises, is needed for the Village's own use.
15. Grand Foods shall have the right to terminate this Agreement at any time, upon 30 days written notice to the Village.
16. The failure of Village to terminate the License as provided herein shall not be construed as Village's consent to any breach by Grantees and shall not constitute a waiver of any right which Village may have by virtue of Grantees' actions including without limitation termination of License.
17. All notices and demands under this Agreement shall be in writing, and shall be deemed to have been given when delivered in person or by courier, or when delivered by United States certified mail with the proper postage prepaid, to Village, if intended for it, at the following address which is also the address for payment of the Fee designated by Village:

Attention: Village Manager
Village of Winnetka
510 Green Bay Road
Winnetka, IL 60093

All notices and demands under this Agreement shall be in writing, and shall be deemed to have been given when delivered in person or by courier, or when mailed by United States registered mail with the proper postage prepaid, to Grand Foods, if intended for it, at the following address:

[To be inserted prior to execution.]

All payments required to be made by the Grand Foods shall be made payable to the Village of Winnetka and shall be addressed as follows:

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

18. Each Party represents and warrants that it has full power and authority to enter into this Agreement and to perform the covenants and obligations herein contained. Each person executing this Agreement represents and warrants that he or she is duly authorized to execute this Agreement.
19. In any case where the approval or consent of the Village is required, requested or otherwise to be given under this Agreement, a written approval or consent by the Village Manager of the Village shall be sufficient, and Grantees may rely upon any such approval or consent.
20. This agreement shall run with the land and shall be binding on the Village and its successors and assigns, and on the Grantees and their heirs, successors and permitted assigns and successor owners of record of all or any portion of Grand Food Centers Inc., or the Subject Property.
21. This agreement shall be recorded against the Subject Property and Parking Lot in the office of the Cook County Recorder of Deeds, at the Grantee's expense.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

Grand Food Centers, Inc.

Village of Winnetka

By: _____

Its:

By: _____

Village President

Attest:

Attest:

Secretary

Village Clerk

EXHIBIT B
ASSIGNMENT AGREEMENT

EXHIBIT B

D&D MANAGEMENT, INC.
790 W. Frontage Road
Suite 225
Northfield, Illinois 60093

November 1, 2021

Village of Winnetka
c/o Village President and Village Attorney
510 Green Bay Road
Winnetka, IL 60093

Re: Assignment and Assumption of License Agreement (the "*Agreement*") by and between Village of Winnetka (the "*Village*") and Grand Food Centers, Inc. ("*Grand*").

To Whom It May Concern:

Grand is party to an Asset Purchase Agreement (the "*Purchase Agreement*") pursuant to which, upon closing of the transactions contemplated by the Purchase Agreement, Grand will transfer substantially all of its assets, including the Agreement to Sunset Food Mart, Inc. ("*Buyer*"; such transaction, the "*Proposed Transaction*"). It is currently anticipated that the closing of the Proposed Transaction will occur on or about December 5, 2021.

The transfer of the Agreement will constitute an "assignment". Pursuant to the terms of the Agreement, the assignment contemplated by the Proposed Transaction will require the Village's consent. Accordingly, we respectfully request that the Village give its written consent to the assignment contemplated by the Proposed Transaction pursuant to the terms contained in the enclosed Assignment and Assumption of License Agreement (the "*Assignment Agreement*").

The subject matter set forth in this letter is confidential, and the Village agrees not to disclose the existence of, or any information relating to, the Proposed Transaction mentioned above or the contents of this letter, unless the Village is required to do so by law.

At your earliest convenience, and no later than November 15, 2021, please contact our attorney, Evan Johnson of Eversheds Sutherland (US) LLP at evanjohnson@eversheds-sutherland.us or (312) 858-1998 to discuss the Assignment Agreement and coordination between the Village, Grand, Sunset and Moth-Meyer, Inc. on the execution of the Assignment Agreement. Your prompt attention to this matter is greatly appreciated.

Very truly yours,


Donna Richter, Controller

Enclosures

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Daniel Klebba, the duly elected President of Grand Food Centers, Inc., personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her free and voluntary act and as the free and voluntary act and deed of said corporation, by authority duly given, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this _____ day of _____, 2021.

Notary Public

My commission expires: _____

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that John Cortesi, the duly elected President of Sunset Food Mart, Inc., personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her free and voluntary act and as the free and voluntary act and deed of said corporation, by authority duly given, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this _____ day of _____, 2021.

Notary Public

My commission expires: _____

Moth-Meyer Consent

Moth-Meyer, Inc., hereby consents to the foregoing Assignment and recognizes the validity thereof, as of this _____ day of _____, 2021, provided such consent is conditioned upon the occurrence of Closing under the APA.

Moth-Meyer, Inc.,
An Illinois corporation

By: _____
Name: _____
Title: _____

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a notary public in and for said County, in the State aforesaid, DO
HEREBY CERTIFY that _____, the duly elected
_____ of Moth-Meyer, Inc., personally known to me
to be the same person whose name is subscribed to the foregoing instrument, appeared
before me this day in person and acknowledged that he/she signed and delivered the said
instrument as his/her free and voluntary act and as the free and voluntary act and deed of
said corporation, by authority duly given, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this _____ day of _____,
2021.

Notary Public

My commission expires: _____

Village of Winnetka Consent

The Village of Winnetka hereby consents to the foregoing Assignment and recognizes the validity thereof, as of this _____ day of _____, 2021, provided such consent is conditioned upon the occurrence of Closing under the APA as defined above. The Village of Winnetka acknowledges that the term of the License commenced on _____ 201____, and shall expire on _____ 203____, and that the License is in full force and effect, free from breach or default by any party thereto.

The Village of Winnetka

By: _____
Name: _____
Title: _____

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, the duly elected _____ of the Village of Winnetka, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her free and voluntary act and as the free and voluntary act and deed of said corporation, by authority duly given, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this _____ day of _____, 2021.

Notary Public

My commission expires: _____

This document prepared by and
after recording return to:

James G. Haft
James G. Haft, LLC
400 Skokie Boulevard
Suite 220
Northbrook, IL 60062

ASSIGNMENT AND ASSUMPTION OF LICENSE AGREEMENT (Grand Winnetka)

THIS ASSIGNMENT AND ASSUMPTION OF LICENSE AGREEMENT ("Assignment") is entered into as of _____ 2021, by and between Grand Food Centers, Inc. ("Assignor") and Sunset Food Mart, Inc. ("Assignee").

RECITALS

WHEREAS, Moth-Meyer, Inc., the Village of Winnetka, and Assignor are parties to a certain Amended and Restated License, dated August 1, 2010, and recorded with the Cook County Recorder of Deeds on June 1, 2011, as document number 1115245015 (the "License"), with respect to a portion of the Village of Winnetka parking lot located at the southeast corner of Birch and Pine Streets, in Winnetka, Illinois ("Premises") and legally described in Exhibit "A" hereto and made a part hereof.

WHEREAS, Assignor and other related parties, as seller, and Assignee, as buyer, are parties to a certain Asset Purchase Agreement dated as of September 29, 2021 (the "APA") for the sale of substantially all of the seller's assets to Assignee.

WHEREAS, pursuant to the APA, Assignor desires to assign and transfer all of Assignor's right, title and interest in, to and under the License, and Assignee desires to accept such assignment, upon the terms and conditions set forth in this Assignment.

NOW, THEREFORE, for good and valuable consideration and in consideration of the covenants herein contained, Assignor and Assignee agree as follows:

1. **Assignment.** Effective as of the Closing Date (as defined below), Assignor transfers, conveys, sets over and assigns unto Assignee all of Assignor's right, title and interest in, to and under the License, including without limitation any and all security deposits and other deposits under the License and any and all rights and options of Assignor to extend or renew the term of the License.

2. **Assumption.** Effective as of the Closing Date, Assignee agrees to assume and perform all obligations, duties, responsibilities and liabilities of Assignor under the License first arising on or after the Closing Date. Assignor shall not be released from its

obligations, duties, responsibilities and liabilities under the License that arose prior to the Closing Date.

3. **Closing Date.** This Assignment is conditioned upon, and shall only become effective upon, the consummation of the transactions contemplated by the APA (the "Closing" and the date on which Closing occurs is referred to as the "Closing Date"). If Closing does not occur by December 31, 2021, or if the APA is sooner terminated pursuant to the terms thereof, then this Assignment shall, without further action of the parties, become null and void *ab initio*. This Assignment is further conditioned upon the consent of the Village of Winnetka and Moth-Meyer, Inc.

4. **Term of License.** Assignor represents to Assignee that the term of the License commenced on August 1, 2010, and expires on August 1, 2030, and that the License is in full force and effect, free from breach of default by any party thereto.

5. **Binding Effect.** This Assignment shall be binding on and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the date and year first above written.

ASSIGNOR:

Grand Food Centers, Inc.,
an Illinois corporation

By: 
Daniel Klebba, President

ASSIGNEE:

Sunset Food Mart, Inc.,
an Illinois corporation

By: _____
John Cortesi, President

EXHIBIT A
LEGAL DESCRIPTION



Agenda Item Executive Summary

Title: Resolution No. R-100-2021: Approving Temporary Tent Approval for Local Schools (Adoption)

Presenter: David Schoon, Community Development Director

Agenda Date: 12/07/2021

Consent: ☒ YES ☐ NO

☐ Ordinance
☒ Resolution
☐ Bid Authorization/Award
☐ Policy Direction
☐ Informational Only

Item History:

8/4/00 - Amended Zoning Ordinance to Allow Use of Extended Temporary Tents for Schools (Ordinance No. MC-4-2020)
8/4/20 - Approved Temporary Tents for School District 36 (Resolution No. R-53-2020)
9/1/20 - Approved Temporary Tents for North Shore Country Day School (Resolution No. R-55-2020)
9/15/20 - Approved Temporary Tent for Faith, Hope & Charity School (Resolution No. R-60-2020)
10/20/20 - Approved Temporary Tents for New Trier High School (Resolution No. R-69-2020)
4/8/21 - Approved Extending Authorization for Temporary Tents for All Schools through December 31, 2021

Executive Summary:

At the December 7, 2021, Village Council meeting, the Village Council will consider Resolution No. R-100-2021, Extending the Authorizations for the Erection and Use of Temporary Tents During the COVID-19 Pandemic by Schools within the Village.

During 2020 in response to the COVID-19 Pandemic, the Village Council approved the following schools' requests for the extended use of temporary tents in order to provide protected space for social distancing: School District 36, North Shore Country Day School, Saints Faith, Hope & Charity School and New Trier Townships School District 203 (the "Schools"). Given the continuing pandemic, School District 36 is interested in continuing to have the opportunity to use temporary tents for additional proper social distancing arrangements during the 2022 calendar year. Resolution No. R-100-2021 would approve the use of temporary tents for School District 36, as well as all other schools that previously received approval, through December 31, 2022. The resolution also grants the Village Manager authority to approve modifications to the tents or tent locations requested by the schools.

Recommendation:

Consider adoption of Resolution No. R-100-2021.

Attachments:

1. Resolution No. R-100-2021: Extending the Authorizations for the Erection and Use of Temporary Tents During the COVID-19 Pandemic by Schools within the Village
2. Resolution No. R-45-2021: Extending the Authorizations for the Erection and Use of Temporary Tents During the COVID-19 Pandemic by Schools within the Village
3. Staff Reports and Village Council Resolutions from 2020 Approving the Temporary Use of Tents by Schools within the Village.

ATTACHMENT 1

RESOLUTION NO. R-100-2021

A RESOLUTION EXTENDING THE AUTHORIZATIONS FOR THE ERECTION AND USE OF TEMPORARY TENTS DURING THE COVID-19 PANDEMIC BY SCHOOLS WITHIN THE VILLAGE

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, due to the ongoing COVID-19 pandemic, on August 4, 2020, the Village approved Ordinance MC-4-2020, adopting a new Section 17.54.010 of the "Winnetka Zoning Ordinance," as amended ("**Zoning Code**"), to allow schools to erect temporary tents for school use with the approval of the Village Council for a period not to exceed 180 days in any 12-month period; and

WHEREAS, the Village provided authorization to the Winnetka Elementary School District 36 ("**District 36**") pursuant to Resolution R-53-2020, the Northshore Country Day School ("**NSCD**") pursuant to Resolution R-55-2020, the Saints Faith, Hope and Charity School ("**SFHCS**") pursuant to Resolution R-60-2020, and New Trier Townships School District 203 ("**New Trier**") (District 36, NSCD, SFHCS, and New Trier are, collectively, "**Schools**") pursuant to Resolution R-69-2020 (Resolution R-53-2020, R-55-2020, R-60-2020, and R-69-2020 are, collectively, "**Tent Resolutions**") to erect temporary tents at specific locations on property owned or adjacent to property owned by the Schools; and

WHEREAS, on April 8, 2021, the Village Council adopted Resolution R-45-201, which extended the authorizations provided in the Tent Resolutions because the pandemic was still ongoing and it was essential that the Schools be able to conduct in-person learning in a safe environment that reduces the risk of spread of COVID-19; and

WHEREAS, the Village Council has once again been requested to extend the authorizations provided in the Tent Resolutions because the pandemic is still ongoing and it is essential that the Schools be able to conduct in-person learning in a safe environment that reduces the risk of spread of COVID-19; and

WHEREAS, the Council of the Village of Winnetka has determined that it is in the best interest of the Village to extend the authorizations provided in the Tent Resolutions;

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

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

SECTION 2: WAIVER OF TIME LIMITATION. Pursuant to the Village's home rule authority, the Village Council hereby waives the time limitations set forth in Section 17.54.010 of the Zoning Code.

December 7, 2021

R-100-2021

**A RESOLUTION EXTENDING THE AUTHORIZATIONS FOR THE ERECTION
AND USE OF TEMPORARY TENTS DURING THE COVID-19 PANDEMIC
BY SCHOOLS WITHIN THE VILLAGE**

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, due to the ongoing COVID-19 pandemic, on August 4, 2020, the Village approved Ordinance MC-4-2020, adopting a new Section 17.54.010 of the "Winnetka Zoning Ordinance," as amended ("***Zoning Code***"), to allow schools to erect temporary tents for school use with the approval of the Village Council for a period not to exceed 180 days in any 12-month period; and

WHEREAS, the Village provided authorization to the Winnetka Elementary School District 36 ("***District 36***") pursuant to Resolution R-53-2020, the Northshore Country Day School ("***NSCD***") pursuant to Resolution R-55-2020, the Saints Faith, Hope and Charity School ("***SFHCS***") pursuant to Resolution R-60-2020, and New Trier Townships School District 203 ("***New Trier***") (District 36, NSCD, SFHCS, and New Trier are, collectively, "***Schools***") pursuant to Resolution R-69-2020 (Resolution R-53-2020, R-55-2020, R-60-2020, and R-69-2020 are, collectively, "***Tent Resolutions***") to erect temporary tents at specific locations on property owned or adjacent to property owned by the Schools; and

WHEREAS, on April 8, 2021, the Village Council adopted Resolution R-45-201, which extended the authorizations provided in the Tent Resolutions because the pandemic was still ongoing and it was essential that the Schools be able to conduct in-person learning in a safe environment that reduces the risk of spread of COVID-19; and

WHEREAS, the Village Council has once again been requested to extend the authorizations provided in the Tent Resolutions because the pandemic is still ongoing and it is essential that the Schools be able to conduct in-person learning in a safe environment that reduces the risk of spread of COVID-19; and

WHEREAS, the Council of the Village of Winnetka has determined that it is in the best interest of the Village to extend the authorizations provided in the Tent Resolutions;

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

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

SECTION 2: WAIVER OF TIME LIMITATION. Pursuant to the Village's home rule authority, the Village Council hereby waives the time limitations set forth in Section 17.54.010 of the Zoning Code.

SECTION 3: EXTENSION OF TEMPORARY TENT AUTHORIZATIONS.

Subject to, and contingent upon, the terms and conditions set forth in Section 4 of this Resolution, and pursuant to Section 17.54.010 of the Zoning Code and the home rule powers of the Village, the approvals and authorizations for the erection and use of the Temporary Tents (as that term is defined in the Tent Resolutions) is hereby extended until and through December 31, 2022.

SECTION 4: CONDITIONS. The extensions granted by Section 3 of this Resolution are subject to, and contingent upon, the Schools' continued compliance with the terms and conditions set forth in Section 3 of each School's respective Tent Resolution. Notwithstanding anything to the contrary contained herein or in Section 3 of each School's respective Tent Resolution, each School may make modifications to their Temporary Tents or the Tent Locations provided that such modifications are first approved in writing by the Village Manager.

SECTION 5: FAILURE TO COMPLY. Upon the failure or refusal of a School to comply with any or all of the conditions, restrictions, or provisions of this Resolution or the respective Tent Resolution, in addition to all other remedies available to the Village, the approvals granted in Section 3 of this Resolution and the applicable Tent Resolution will, at the sole discretion of the Village Council, by Resolution duly adopted, be revoked and become null and void; provided, however, that the Village Council may not so revoke the approval granted in Section 3 of this Resolution or the applicable Tent Resolution unless it first provides the applicable School with two weeks advance written notice of the reasons for revocation and an opportunity to be heard at a regular meeting of the Village Council. Further, in the event of such revocation, the Village Manager and Village Attorney are hereby authorized and directed to bring such zoning enforcement action as may be appropriate under the circumstances.

SECTION 6: EFFECTIVE DATE. This Resolution will be effective upon passage by the Village Council in the manner required by law.

ADOPTED this 7th day of December 2021, pursuant to the following roll call vote:

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

Signed

Village President

Countersigned:

Village Clerk

December 7, 2021

R-100-2021

ATTACHMENT 2

R-45-2021

A RESOLUTION EXTENDING THE AUTHORIZATIONS FOR THE ERECTION AND USE OF TEMPORARY TENTS DURING THE COVID-19 PANDEMIC BY SCHOOLS WITHIN THE VILLAGE

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, due to the ongoing COVID-19 pandemic, on August 4, 2020, the Village approved Ordinance MC-4-2020, adopting a new Section 17.54.010 of the "Winnetka Zoning Ordinance," as amended ("***Zoning Code***"), to allow schools to erect temporary tents for school use with the approval of the Village Council for a period not to exceed 180 days in any 12-month period; and

WHEREAS, the Village provided authorization to the Winnetka Elementary School District 36 ("***District 36***") pursuant to Resolution R-53-2020, the Northshore Country Day School ("***NSCD***") pursuant to Resolution R-55-2020, the Saints Faith, Hope and Charity School ("***SFHCS***") pursuant to Resolution R-60-2020, and New Trier Townships School District 203 ("***New Trier***") (District 36, NSCD, SFHCS, and New Trier are, collectively, "***Schools***") pursuant to Resolution R-69-2020 (Resolution R-53-2020, R-55-2020, R-60-2020, and R-69-2020 are, collectively, "***Tent Resolutions***") to erect temporary tents at specific locations on property owned or adjacent to property owned by the Schools; and

WHEREAS, the Schools have requested that the Village Council extend the authorizations provided in the Tent Resolutions because the pandemic is still ongoing and it is essential that the Schools be able to conduct in-person learning in a safe environment that reduces the risk of spread of COVID-19; and

WHEREAS, the Council of the Village of Winnetka has determined that it is in the best interest of the Village to extend the authorizations provided in the Tent Resolutions;

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

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

SECTION 2: WAIVER OF TIME LIMITATION. Pursuant to the Village's home rule authority, the Village Council hereby waives the time limitations set forth in Section 17.54.010 of the Zoning Code.

SECTION 3: EXTENSION OF TEMPORARY TENT AUTHORIZATIONS. Subject to, and contingent upon, the terms and conditions set forth in Section 4 of this Resolution, and pursuant to Section 17.54.010 of the Zoning Code and the home rule powers of the Village, the approvals and authorizations for the erection and use of the Temporary Tents (as that term is defined in the Tent Resolutions) is hereby extended until and through December 31, 2021.

{00119744.1}
April 8, 2021

R-45-2021

SECTION 4: CONDITIONS. The extensions granted by Section 3 of this Resolution are subject to, and contingent upon, the Schools' continued compliance with the terms and conditions set forth in Section 3 of each School's respective Tent Resolution. Notwithstanding anything to the contrary contained herein or in Section 3 of each School's respective Tent Resolution, each School may make modifications to their Temporary Tents or the Tent Locations provided that such modifications are first approved in writing by the Village Manager.

SECTION 5: FAILURE TO COMPLY. Upon the failure or refusal of a School to comply with any or all of the conditions, restrictions, or provisions of this Resolution or the respective Tent Resolution, in addition to all other remedies available to the Village, the approvals granted in Section 3 of this Resolution and the applicable Tent Resolution will, at the sole discretion of the Village Council, by Resolution duly adopted, be revoked and become null and void; provided, however, that the Village Council may not so revoke the approval granted in Section 3 of this Resolution or the applicable Tent Resolution unless it first provides the applicable School with two weeks advance written notice of the reasons for revocation and an opportunity to be heard at a regular meeting of the Village Council. Further, in the event of such revocation, the Village Manager and Village Attorney are hereby authorized and directed to bring such zoning enforcement action as may be appropriate under the circumstances.

SECTION 6: EFFECTIVE DATE. This Resolution will be effective upon passage by the Village Council in the manner required by law.

ADOPTED this 8th day of April, 2021, pursuant to the following roll call vote:

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

Signed

Village President

Countersigned:

Village Clerk

{00119744.1}
April 8, 2021

R-45-2021



MEMORANDUM VILLAGE OF WINNETKA

COMMUNITY DEVELOPMENT DEPARTMENT

TO: VILLAGE COUNCIL
FROM: DAVID SCHOON, COMMUNITY DEVELOPMENT DIRECTOR
DATE: JULY 29, 2020
SUBJECT: ORDINANCE NO. MC-4-2020 – AMENDING ZONING ORDINANCE
PROVIDING FOR THE USE OF TEMPORARY TENTS BY SCHOOLS
RESOLUTION NO. R-53-2020 – APPROVING THE ERECTION AND USE OF
TEMPORARY TENTS BY WINNETKA ELEMENTARY SCHOOL DISTRICT 36

INTRODUCTION

On August 4, 2020, the Village Council is scheduled to hold a virtual public hearing, in accordance with social distancing requirements, Governor Pritzker's Executive Order 2020-44 and Senate Bill 2135, and to consider introduction and adoption of Ordinance No. MC-4-2020, An Ordinance Amending the Winnetka Zoning Ordinance to Adopt a new Chapter 17.54 Providing for the Use of Temporary Tents by Schools (Attachment A). The Council is also scheduled to consider adoption of Resolution No. R-53-2020, A Resolution Approving the Erection and Use of Temporary Tents by Winnetka Elementary School District 36 (Attachment B).

The Winnetka Elementary School District 36 (the "School District") requests approval of specific zoning relief related to the extended use of 23 temporary tents located at:

- a) Carleton Washburne School at 515 Hibbard Road (two tents),
- b) Crow Island School at 1112 Willow Road (five tents),
- c) Greeley School at 275 Fairview Avenue (three tents),
- d) Hubbard Woods School at 1110 Chatfield Road (three tents) and Mann Park located along the east side of Burr Avenue to the east of Hubbard Woods School (two tents), and
- e) The Skokie School at 520 Glendale Avenue Road (5 tents) and a portion of West Elm Park located along the north side of Elm Street to the north of Skokie School (three tents) (collectively referred to as the "Subject Properties").

In response to the COVID-19 pandemic the School District wishes to use temporary tents for outdoor spaces for lessons and to give students and staff the ability to physically distance and experience a break from the classroom environment.

The public hearing on the Zoning Ordinance amendment was properly noticed in the *Winnetka Talk* on April 23, 2020, and a mailed notice was sent to property owners within 250 feet of the Subject Properties in compliance with the proposed Zoning Ordinance text amendment. As of the date of this memo, staff has not received any comments from the public regarding this application.

SCHOOL DISTRICT'S REQUEST

As noted above, the School District requests approval of specific zoning relief related to the extended use of temporary tents. The School District's request is included as Exhibit A to Resolution No. R-53-2020 (Attachment B). The request describes how and when the school district plans to use the tents.

Zoning Ordinance Amendment. The Zoning Ordinance definition of "structure" includes a tent. The Zoning Ordinance makes no distinction between temporary and permanent structures; therefore, all temporary structures are required to comply with their applicable Zoning Ordinance requirements, such as bulk and setback requirements, as well as special use requirements. It should be noted that zoning ordinances often have separate zoning requirements for specific types of temporary uses and structures. Our Zoning Ordinance does not. Given that public and private schools are a special use in single family residential districts, the use of tents would require special use approval. In addition, the tents would be required to meet the applicable lot, space, bulk, and yard setback regulations for the single-family residential districts.

The proposed Zoning Ordinance text amendment (MC-4-2020) would allow schools to use temporary tents and would:

- Establish a process by which the Village Manager could approve the temporary use of tents by schools for up to 14 days, with the ability to grant a 14-day extension.
- Only require temporary tents to comply with the yard setback requirements; they would be exempt from the other lot, space, and bulk requirements. However, the Village Council may approve placement of a tent within a required yard setback.
- Allow the Village Council to grant approval for use of tents for up to 180-days within a 12-month period. This limitation is consistent with adopted building and fire codes.
- Allow the Village to place conditions on its approval and require tents to comply with all applicable requirements.

School District's Specific Request. Resolution No. R-53-2020, would approve the School Districts specific request. The School District currently plans to use the tents:

- Thursday, August 20, 2020 through Friday, November 13, 2020
- Thursday, April 1, 2021 through Friday, June 4, 2021 (if necessary)

The 20' x 30' tents would be used Monday through Friday between 8:00 am and 4:00 pm for outdoor classroom activities. For those tents located on the other side of the street from a school, teachers and staff would assist students cross the streets. The School District is also working with the Village's Fire and Police departments regarding plans of action to deal with emergency situations. The School District has also sent a letter to their neighbors informing them of their plans.

The School District has received approval from the Park District to use a portion of West Elm Park, and Mann Park is School District property.

The location of certain tents at Hubbard Woods School, Mann Park, and Washburn School fall within the minimum required yard setbacks.

WASHBURNE SCHOOL (R-4 DISTRICT)		
	Minimum Requirement	Proposed
Minimum Corner (Front) Yard Setback (Elm)	30 feet	21 feet to sidewalk

HUBBARD WOODS SCHOOL (R-4 DISTRICT)		
	Minimum Requirement	Proposed
Minimum Corner (Front) Yard Setback (Burr/Laurel)	30 feet	15 feet to sidewalk

MANN PARK (R-4 DISTRICT)		
	Minimum Requirement	Proposed
Minimum Front Yard Setback (Vine)	30 feet	24 feet from street
Minimum Corner (Front) Yard Setback (Burr)	30 feet	18 feet from street
Minimum Front Yard Setback (Laurel)	30 feet	24 feet from street

The draft resolution would allow the locations of tents within these required yards. And the resolution would allow the School District to use the tents for a period not to exceed 180 days between the effective date of this Resolution and August 3, 2021.

RECOMMENDATION

After holding the public hearing, the Village Council may consider introduction and adoption of Ordinance MC-4-2020 as well as adoption of Resolution R-53-2020.

ATTACHMENTS

Attachment A: Ordinance No. MC-4-2020, An Ordinance Amending the Winnetka Zoning Ordinance to Adopt a new Chapter 17.54 Providing for the Use of Temporary Tents by Schools

Attachment B: Resolution No. R-53-2020, A Resolution Approving the Erection and Use of Temporary Tents by Winnetka Elementary School District 36

ORDINANCE NO. MC-4-2020

AN ORDINANCE AMENDING THE “WINNETKA ZONING ORDINANCE”
TO ADOPT A NEW CHAPTER 17.54 PROVIDING FOR THE
USE OF TEMPORARY TENTS BY SCHOOLS

WHEREAS, the "Winnetka Zoning Ordinance," as amended ("*Zoning Code*"), establishes certain zoning regulations for permitted and special uses within each zoning district; and

WHEREAS, Winnetka Elementary School District 36 desires to construct temporary tents ("*Temporary Tents*") on school and Winnetka Park District premises to facilitate school activities while limiting the health risks to students during the COVID-19 pandemic; and

WHEREAS, the Zoning Code does not currently permit schools to erect temporary tents; and

WHEREAS, the Village desires to amend the Zoning Code to adopt a new chapter providing for school use of Temporary Tents ("*Proposed Amendment*"); and

WHEREAS, pursuant to Section 17.72.040 of the Zoning Code, on August 4, 2020, after due notice thereof, the Village Council held a public hearing to consider the Proposed Amendment to the Zoning Code; and

WHEREAS, the Village Board has determined that adoption of the Proposed Amendment, as set forth in this Ordinance, will serve and be in the best interest of the Village;

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

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

SECTION 2: TEMPORARY USES. The Zoning Code is hereby amended to adopt a new Chapter 17.54, which will hereafter read as follows:

“Chapter 17.54 TEMPORARY USES.

Section 17.54.010 Temporary Tents – Schools.

- A. **A public or private school may erect temporary tents for school use with the approval of the Village Manager for a period not to exceed 14 days, which approval may be extended by the Village Manager for one additional 14-day period, provided that such temporary tents are not erected in any required yard setback on the property.**
- B. **A public or private school may erect temporary tents for school use on any portion of a property, including within a required yard setback, with the approval of the Village Council for a period not to exceed 180**

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

August 4, 2020
{00116000.2}

MC-4-2020

days in a twelve-month period.

- C. A school seeking approval from the Village Council pursuant to paragraph 17.54.010.B shall, no more than 30 days, and not less than 15 days, prior to the public meeting at which the Village Council shall first consider such application, send notice by first class mail, postage prepaid, providing notice of the time and place of the Village Council meeting at which the application will be considered, to all persons to whom the latest general real estate tax bills were sent for all property situated within 250 feet of the property on which a temporary tent is proposed to be erected. The failure of any person to receive the written notice issued pursuant to this paragraph shall not affect the jurisdiction of the Village Council authorized to consider the application for a temporary tent. Nor shall the failure of such person to receive such written notice invalidate, impair or otherwise affect the subsequent grant or denial of any application.
- D. All tents erected pursuant to this Section must comply with all applicable regulations contained in the International Fire Code, as adopted in Section 15.08.010 of this Code.
- E. In granting approval for a temporary tent pursuant to this Section, the Village Manager or Village Council may condition such approval on the compliance with conditions to protect the health, safety, and welfare of the users of the tents and the public, and to minimize any adverse impacts the erection or use of the temporary tents may have on neighboring properties.
- F. The erection and use of temporary tents by public and private schools pursuant to this Section shall be exempt from lot, space, and bulk requirements of the applicable zoning district in which the tent is constructed.”

SECTION 3: PUBLICATION. The Village Clerk is hereby directed to publish this Ordinance in pamphlet form pursuant to the Statutes of the State of Illinois.

SECTION 4: EFFECTIVE DATE. This Ordinance will be in full force and effect from and after its passage, approval, and publication in the manner provided for by law.

[SIGNATURE PAGE FOLLOWS]

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

August 4, 2020
{00116000.2}

MC-4-2020

PASSED this ____ day of August, 2020, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this ____ day of _____, 2020.

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 _____,
2020.

Introduced: _____, 2020

Passed and Approved: _____, 2020

R-53-2020

**A RESOLUTION APPROVING THE ERECTION AND USE OF TEMPORARY TENTS
BY WINNETKA ELEMENTARY SCHOOL DISTRICT 36**

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, on August 4, 2020, the Village approved Ordinance MC-4-2020, adopting a new Section 17.54.010 of the "Winnetka Zoning Ordinance," as amended ("**Zoning Code**"), to allow schools to erect temporary tents for school use with the approval of the Village Council for a period not to exceed 180 days in any 12-month period; and

WHEREAS, Winnetka Elementary School District 36 ("**School District**") desires to construct temporary tents ("**Temporary Tents**") on its property and property adjacent to its property during the COVID-19 pandemic to provide a safer school environment and lessen the risk of the spread of the illness; and

WHEREAS, pursuant to Section 17.54.010 of the Village Code, the School District has requested to erect Temporary Tents at the following locations and in a manner described and depicted in Exhibit A to this Resolution:

- A. That portion of the Carleton Washburne School property located at 515 Hibbard Road;
- B. That portion of the Crow Island School property located at 1112 Willow Road;
- C. That portion of the Greeley School property located at 275 Fairview Avenue;
- D. Those portions of the Hubbard Woods School property located at 1110 Chatfield Road and Mann Park located along the east side of Burr Avenue immediately to the east of Hubbard Woods School; and
- E. Those portions of the Skokie School property located at 520 Glendale Avenue and West Elm Park located at 115 Elm Street;

(collectively, "**Tent Locations**"); and

WHEREAS, some of the Tent Locations are within required yard setbacks, which requires approval of the Village Council; and

WHEREAS, the Council of the Village of Winnetka has determined that it is in the best interest of the Village to approve and authorize the issuance of tent permits to allow the School District to erect the Temporary Tents at the Tent Locations;

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.

August 4, 2020
{00116029.1}

R-53-2020

SECTION 2: APPROVAL OF TEMPORARY TENTS. Subject to, and contingent upon, the terms and conditions set forth in Section 3 of this Resolution, approval is hereby granted pursuant to Section 17.54.010 of the Zoning Code and the home rule powers of the Village, to allow the erection and use of the Temporary Tents by the School District at the Tent Locations for school use for a period not to exceed 180 days between the effective date of this Resolution and August 3, 2021.

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

- A. Compliance with Regulations. The erection, use, and maintenance of the Temporary Tents and the Tent Locations must comply at all times with all applicable federal, State, and Village statutes, laws, regulations, codes, ordinances, and orders, as they have been or may be amended over time;
- B. Operations with Tents. The erection, use, and maintenance of the Temporary Tents must generally comply with the description of use described in the July 27, 2020 letter from the School District included in **Exhibit A**; and
- C. Compliance with Plans. The Temporary Tents must be generally be consistent with the image of the tent and the F3 Brochure Drawing of the tent provided by Anchor Industries, Inc. dated June 24, 2015, included in **Exhibits A**.

SECTION 4: FAILURE TO COMPLY. Upon the failure or refusal of the School District to comply with any or all of the conditions, restrictions, or provisions of this Resolution, in addition to all other remedies available to the Village, the approvals granted in Section 2 of this Resolution will, at the sole discretion of the Village Council, by Resolution duly adopted, be revoked and become null and void; provided, however, that the Village Council may not so revoke the approval granted in Section 2 of this Resolution unless it first provides the School District with two weeks advance written notice of the reasons for revocation and an opportunity to be heard at a regular meeting of the Village Council. Further, in the event of such revocation, the Village Manager and Village Attorney are hereby authorized and directed to bring such zoning enforcement action as may be appropriate under the circumstances.

SECTION 5: EFFECTIVE DATE.

- A. This Resolution 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; and
 - 2. The filing by the School District with the Village Clerk of an Unconditional Agreement and Consent in the form of **Exhibit B** attached to and, by this reference, made a part of this Resolution, to accept and abide by each and all of the terms, conditions, and limitations set forth in this Resolution and

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

B. In the event that the School District does not file with the Village Clerk a fully executed copy of the unconditional agreement and consent described in Section 5.A.2 of this Resolution within 30 days after the date of passage of this Resolution by the Village Council, the Village Council shall have the right, in its sole discretion, to declare this Resolution null and void and of no force or effect.

ADOPTED this 4th day of August, 2020, pursuant to the following roll call vote:

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

Signed

Village President

Countersigned:

Village Clerk

EXHIBIT A

**DESCRIPTION OF PROPOSED USE OF TENTS AND DEPICTION OF TENT
LOCATIONS**



1235 Oak Street • Winnetka, IL 60093
phone 847-446-9400 • fax 847-446-9408
Brad Goldstein
Chief Financial Officer/CSBO/Treasurer
bradgoldstein@winnetka36.org

July 27, 2020

Mr. David Schoon
Director
Village of Winnetka-Community Development
510 Green Bay Rd.
Winnetka, IL 60093

Dear Mr. Schoon:

The Winnetka School District 36 is requesting approval to install temporary tents for an extended period of time for outdoor educational purposes for the upcoming school year due to the COVID-19 pandemic. The teachers will utilize the outdoor space for lessons. The outdoor space will give students and staff the ability to physically distance and get a break from the classroom environment. Our plan is to install the tents in mid to late August and to use them into early to early November. If the pandemic continues into the spring, we plan to use them again in the Spring from the beginning of April through the first week of June. We request approval to erect the tents and have them in place during the following periods of time:

- Thursday, August 20, 2020 through Friday, November 13, 2020
- Thursday, April 1, 2021 through Friday, June 4, 2021
-

If during any of this time, it is necessary for us to move to remote learning for all students, the tents would be removed until such time we could once again have in school learning.

The tents will be used during the school day, Monday through Friday between 8:00 am and 4:00 pm. We anticipate 10-12 students in each tent. We plan to provide single desks/tables and chairs for each student, and all items will be brought in after school is over on a daily basis.

Attached are site plans showing the general location of the proposed tents and the number of tents at each location. The image on the following page is a

picture of the proposed tent. Each tent would be 20' x 30', and height of the tent to the top of top of the canopy ridge would be 13' 3 3/8" tall.

The District does not plan to install sides on the tents; the tents would only have the canopy element; thus, no heating or cooling will be provided to the tents. Also, no electricity will be provided to the tents. The tents will be placed either over an existing hard surface or over grass. For tents to be placed over grass, there are no plans to place a temporary hard surface on the ground.

The School District is currently working with the Winnetka Police and Fire departments to address emergency situations as the School District adjusts its operations in response to the COVID-19 pandemic. The School District will regularly monitor the weather and incoming storms. The District will have an emergency response plan for storms. The tents are able to withstand winds up to 30 mph. Between 30 and 50 mph the canopies would need to be removed, and over 50 mph the poles would be removed.



Given the length of time the tents will be up, we understand damage may occur to grass under the tents. Whether it is on our property or others, we will address any damage caused to the grass due to the use of the tents.

As you will note some of the tents will be located across the street from schools. In those circumstances, teachers and staff would assist students with crossing the street.

Attached you will find a letter from the Park District who has agreed to let us use West Elm Park.

We have sent the attached letter to neighbors who are either located across the street from or adjacent to the proposed tents to let them know of the District's plans.

We have done our best to keep the proposed tents out of the required yard setbacks, but given limitations of some of the sites we ask that the Village Council approve the locations of the proposed tents at Hubbard Woods Park, Mann Park, and Washburne School, which will fall within required yard setbacks (See Attachment A - Proposed Tent Yard Setbacks).

The District appreciates the assistance of the Village in addressing this important piece that will allow us to return to in person learning in this school year.

Sincerely,

A handwritten signature in blue ink, appearing to read "B Goldstein", with a stylized flourish at the end.

Brad Goldstein, CFO

Attachment A- Proposed Tent Yard Setbacks

Highlighted yard setbacks require zoning relief.

WASHBURNE & SKOKIE SCHOOL – R-4 District		
	Requirement	Proposed
Minimum Front Yard Setback (Hibbard)	30 feet	NA
Minimum Corner (Front) Yard Setback (Elm)	30 feet	21 feet to sidewalk
Minimum Through Lot Setback (Glendale)	30 feet	35 feet to street
Minimum Front Yard Setback (Oak)	30 feet	≥ 50 feet to street

WEST ELM STREET PARK – R2 District		
	Requirement	Proposed
Minimum Front Yard Setback (Glendale)	50 feet	≥ 50 feet to sidewalk
Minimum Corner (Front) Yard Setback (Elm)	50 feet	≥ 50 feet to sidewalk
Minimum Corner (Front) Yard Setback (Spruce)	50 feet	NA
Minimum Rear Yard Setback (West Property Line)	25 feet	≥ 100 feet to lot line

CROW ISLAND SCHOOL – R-2 DISTRICT		
	Requirement	Proposed
Minimum Front Yard Setback (Willow)	50 feet	NA
Minimum Corner (Front) Yard Setback (Glendale)	50 feet	≥ 50 feet to property line
Minimum Front Yard Setback (Mt. Pleasant)	50 feet	≥ 50 feet to property line
Minimum Side Yard Setback (West)	12 feet	30 feet to property line

GREELEY SCHOOL ZONING ANALYSIS – R-4 DISTRICT		
	Requirement	Proposed
Minimum Front Yard Setback (Elder)	30 feet	NA
Minimum Corner (Front) Yard Setback (Fairview)	30 feet	NA
Minimum Through Lot Front Yard Setback (Hawthorn)	30 feet	≥ 50 feet to sidewalk
Minimum Front Yard Setback (Woodlawn)	30 feet	≥ 50 feet to sidewalk

HUBBARD WOODS SCHOOL ZONING ANALYSIS – R-4 DISTRICT		
	Requirement	Proposed
Minimum Front Yard Setback (Chatfield)	30 feet	NA
Minimum Corner (Front) Yard Setback (Burr/Laurel)	30 feet	15 feet to sidewalk
Minimum Front Yard Setback (Hamptondale/Gordon Terrace)	30 feet	≥ 50 feet to sidewalk
Minimum Side Yard Setback (West)	12 feet	≥ 50 feet to property line



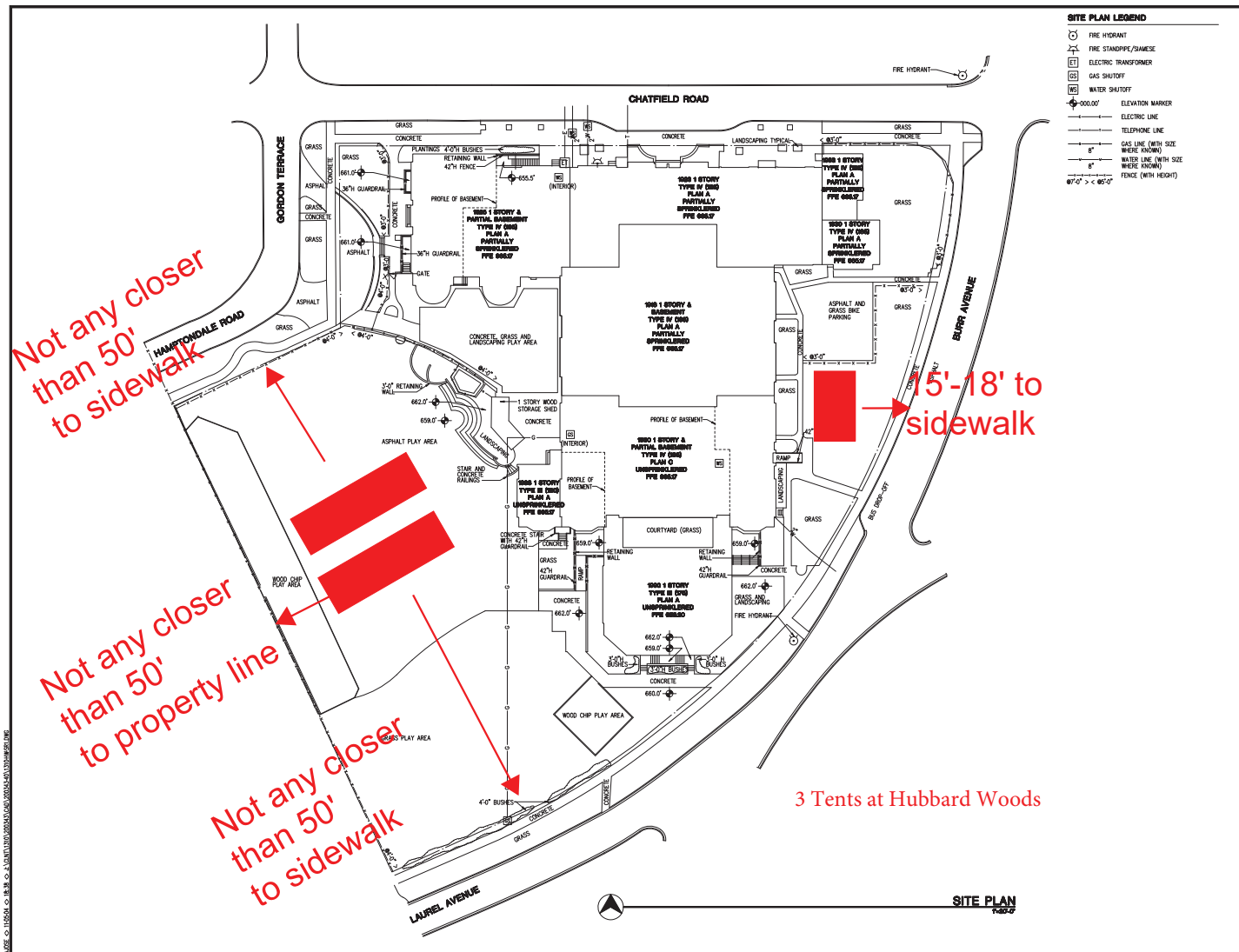
GREEN ASSOCIATES
ARCHITECTURE
CONSTRUCTION SERVICES

1235 OAK STREET
WINNETKA, ILLINOIS 60093

SAMUEL SEWALL GREELEY SCHOOL - 275 FAIRVIEW AVENUE
SITE PLAN

Project Number	
Project Number	
Project Phase	
Project Status	

SR.G1



GREEN ASSOCIATES
ARCHITECTS

ARCHITECT
GREEN ASSOCIATES, INC.
111 DEERLARK ROAD, SUITE 100
DEERFIELD, ILLINOIS 60015
847-817-0882 F 847-374-0881

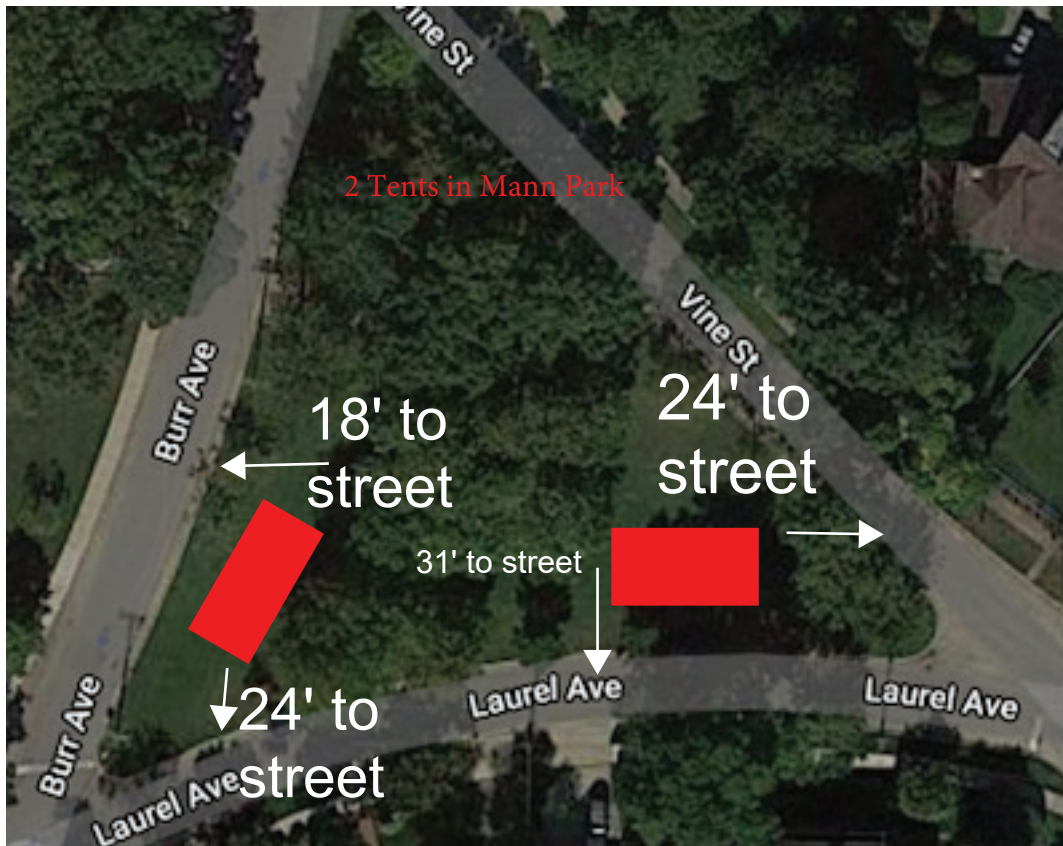
WINNETKA PUBLIC SCHOOL DISTRICT 36 - SAFETY REFERENCE PLANS

WINNETKA PUBLIC SCHOOL DISTRICT 36
1238 OAK STREET
WINNETKA, ILLINOIS 60093

HUBBARD WOODS SCHOOL - 1110 CHATFIELD ROAD
SITE PLAN

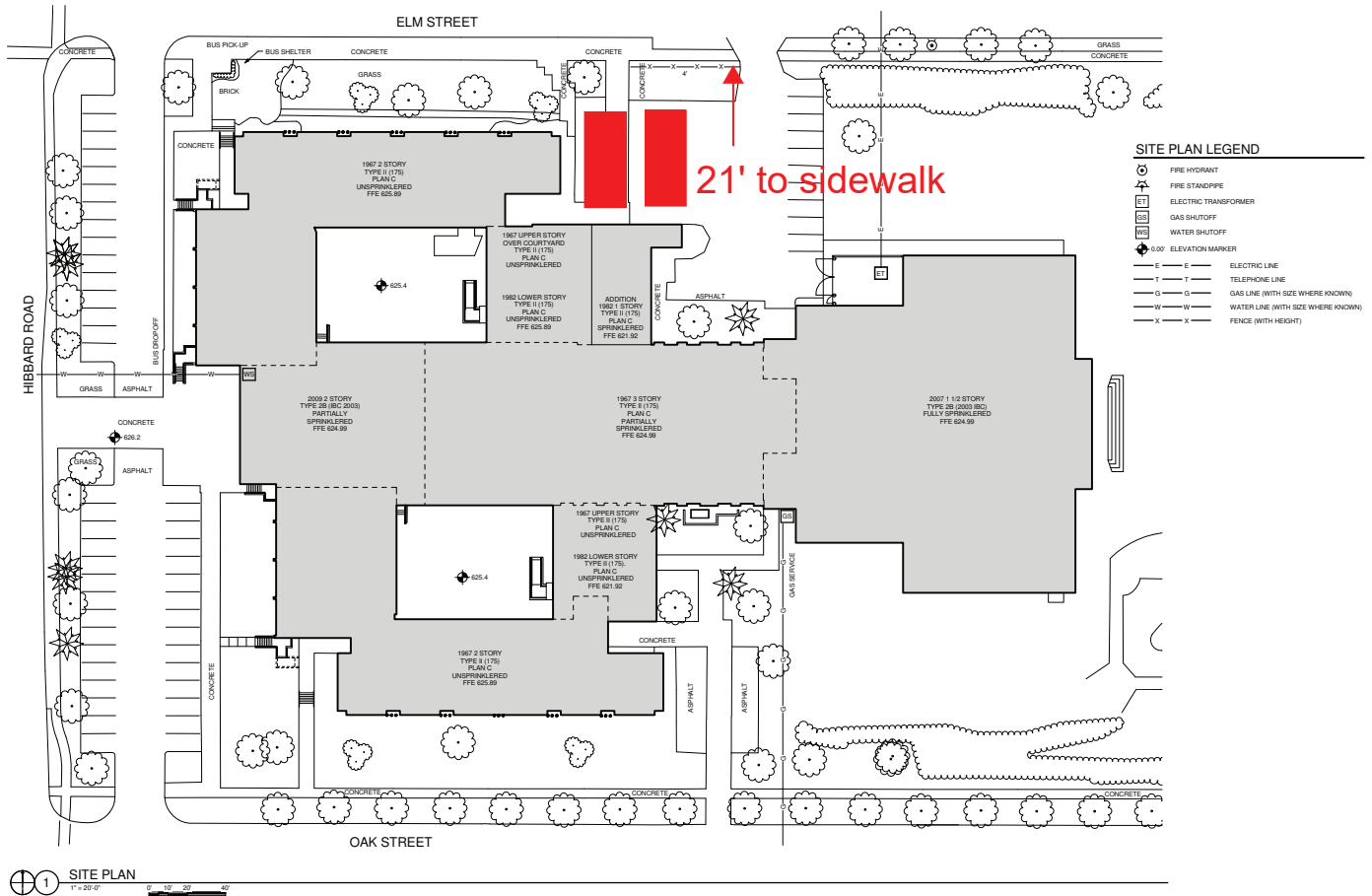
Drawn: ACJ/ELA Checked: GWR
Issue Date: 05 NOVEMBER 2004
Revision 1
Revision 2
Project Number: 13156-000045
Project Phase:

SR.H1
COPYRIGHT © 2004 GREEN ASSOCIATES, INC.



2 Tents at Carleton Washburne

21' to sidewalk



GREEN ASSOCIATES
ARCHITECT
GREEN ASSOCIATES, INC.
1100 N. LAKE STREET, SUITE 100
CHICAGO, ILLINOIS 60610
312.467.1000 F 312.467.1001

WINNETKA PUBLIC SCHOOL DISTRICT 36 - SAFETY REFERENCE PLANS
WINNETKA PUBLIC SCHOOL DISTRICT 36
1000 N. LAKE STREET
WINNETKA, ILLINOIS 60093

CARLETON W. WASHBURN SCHOOL - 515 HIBBARD ROAD
SITE PLAN

Drawn: _____
Author: _____
Issue Date: _____
Issue Date: _____

Revision Schedule
Number Description Date

Project Number: _____
Project Number: _____
Project Phase: _____
Project Status: _____
Sheet: _____

SR.W1
COPYRIGHT © 2016 GREEN ASSOCIATES, INC.

5 Tents at The Skokie School

1928 1 STORY PARTIAL BASEMENT PARTIAL SECOND FLOOR TYPE IV (185) PLAN B PARTIALLY SPRINKLERED FFE 632.67

1921 1 STORY PARTIAL BASEMENT & PARTIAL SECOND FLOOR TYPE IV (185) PLAN B PARTIALLY SPRINKLERED FFE 629.17

1903 1 STORY & BASEMENT TYPE IV (185) PLAN C PARTIALLY SPRINKLERED FFE 629.17

1902 1 STORY & BASEMENT TYPE IV (185) PLAN C SPRINKLERED FFE 629.17

1928 1 STORY TYPE IV (185) PLAN A UNSPRINKLERED FFE 629.17

WOOD CHIP GRASS AND CONCRETE PLAY AREA

1 STORY WOOD OUTBUILDING

20'-0" MEDIUM DENSITY TREES AND BUSHES

20'-0" HIGH DENSITY TREES AND BUSHES

10'-0" FENCE

20'-0" HIGH DENSITY TREES AND BUSHES

ELM STREET

OAK STREET

GLENDALE AVENUE

Not less than 50' to sidewalk

Not less than 35' to street

Not less than 50' to sidewalk

40' to street

1" = 25'-0"

0 10 20 40

1

SITE PLAN

LEGEND

FIRE HYDRANT

FIRE STANDPIPE/SHAMOSE

ELECTRIC TRANSFORMER

GAS SHUT-OFF

WATER SHUT-OFF

ELEVATION MARKER

ELECTRIC LINE

TELEPHONE LINE

GAS LINE (WITH SIZE WHERE KNOWN)

WATER LINE (WITH SIZE WHERE KNOWN)

FENCE (WITH HEIGHT)

07'-0" x 85'-0"

ARCHITECT
GREENASSOCIATES, INC.
111 DEERLAKE ROAD, SUITE 135
DEERFIELD, ILLINOIS 60015
847-317-0852 F 847-374-0961

WINNETKA PUBLIC SCHOOL DISTRICT 36
1235 OAK STREET
WINNETKA, ILLINOIS 60093

THE SKOKIE SCHOOL - 520 GLENDALE AVE
SITE PLAN

Drawn
ACJ/JLA
Issue Date
05 NOVEMBER 2004
Revision 1
Revision 2
Project Number
1310-MISC
Project Phase
Sheet
SK.SR1





July 20, 2020

Dear District 36 Neighbor,

We are reaching out to let you know of a temporary change to our school campuses starting in August. The District is in the midst of planning for health and safety and educational considerations for the 2020-2021 school year in light of evolving public health guidance and state mandates due to the pandemic. We are currently preparing for scenarios including In-Person Instruction, Hybrid Instruction (60% In-Person & 40% Remote), and Remote Learning. In order to bring students and staff back to campus in the fall, the District is working with the Village and Park District to plan for ventilated Tented Learning Spaces.

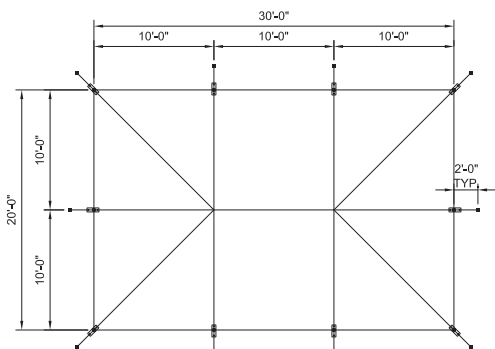
At this time, it is anticipated that if we are able to return to campus in-person, we would utilize tents on our school campuses and adjacent Park District property from approximately August 20 through the end of October. The District has referenced several sources in order to reach this decision, most notably The Harvard T.H. Chan School of Public Health "Schools for Health, Risk Reduction Strategies for Reopening Schools" guide, which recommends moving classes outdoors when possible to maximize social distancing and also states, "holding class outdoors provides the freshest air and most effective dilution of any infectious airborne SARS-CoV-2." Note that there are no plans to have a speaker system, lights, or electricity in the tents. Enclosed is a photo of what the tents will look like. Dimensions are approximately 20'x30.' The Village of Winetka, Winnetka Park District, Winnetka Police and Fire Departments are also aware of the timeline and we are working with their leadership to review safety and logistical considerations. We are still finalizing plans with the Village on where the tents will be located on school grounds. Maps will be posted on the District website once locations are finalized.

Thank you in advance for your patience as we plan for accommodating the health and educational needs of our school community, which necessitates planning for a variety of scenarios due to the quickly evolving nature of the COVID-19 pandemic. To monitor updates on our upcoming school year, please visit www.winnetka36.org and view the link to Planning for 2020-2021. We anticipate being able to share a comprehensive plan on the website during the first week in August.

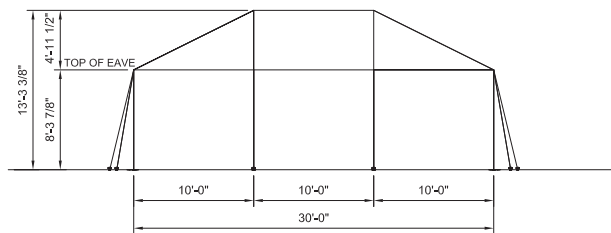
Sincerely,

Kate Hughes
Communications & Community Relations Coordinator

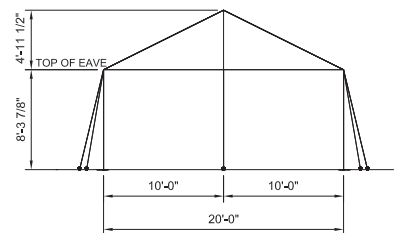




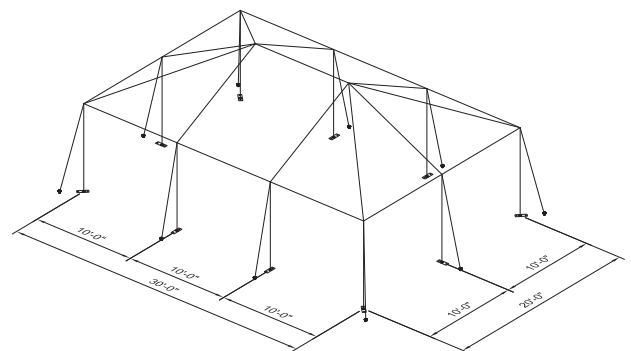
PLAN VIEW



SIDE VIEW



END VIEW



3D VIEW

NOTES:

- SEE THE IFAI STAKING GUIDE ON OUR WEBSITE (WWW.ANCHORINC.COM) FOR SOIL IDENTIFICATION & PULL-OUT CAPACITY OF STAKES.

F3 FRAME TENT
20' x 30' TENT - 600 SQ. FT.
• (10) 1" WEB GUYS WITH RATCHETS
• (20) 1" x 30" STAKES

* SEE NOTES



Caution:

Staking or anchoring is the responsibility of the installer. Soil conditions will dictate the number of stakes or anchors required. Do not use this drawing to determine staking requirements. Contact Anchor for Engineering loading data that can be used in conjunction with IFAI methodologies to determine site specific anchoring requirements.

1	EC	2/29/2016	DMK
REV	DATE	BY	REVISION HISTORY

ITEM DESCRIPTION	ITEM NO.
ANCHOR INDUSTRIES INC. F3 BROCHURE DRAWING 20' x 30' HIP END FRAME W/(1) 10' MID	
DRAWN BY: DMK CHECKED BY: JES DATE: 06-24-2015	DRAWING NO. 15-284-1-2



Tuesday, July 28, 2020

Mr. Brad Goldstein
Chief Financial Officer/CSBO
The Winnetka Public Schools District 36
1235 Oak Street
Winnetka, IL 60093

RE: School tents at West Elm Park

Dear Brad,

Thank you for the time and consideration you and The Winnetka Public Schools District 36 ("D36") have invested to develop a plan for D36 to create educational space at West Elm Park. The Winnetka Park District ("WPD") is excited about the plan and, in total, the creativity D36 is applying to provide its best-in-class education to its students. A tip of the cap to you, the teachers, the administration, and the board.

Please accept this letter as the WPD's support of D36's plan to place three (3) tents in West Elm Park, with the following guidelines:

- D36 is responsible for identifying the tents which
 - Are of the quality of structure and durability to withstand all weather situations;
 - Provide a defined/marked entrance and exit; and
 - Are appropriate for academic use;
- D36 is fully responsible for any and all injury, disease, virus, or sickness to any student, parent, guardian, aid, faculty member, administrator, or school-authorized visitor using the tents;
- D36 is responsible for working with Joint Utility Locating Information for Excavators, Inc. (JULIE) to properly manage all risk associated with any underground utility line as D36 or its third party service provider digs and/or places tent stakes at West Elm Park;
- D36 will provide for an Illinois State Fire Marshal inspection of each tent;
- D36 will provide the WPD with a certificate of insurance from D36 and from the company erecting each tent, such that each certificate of insurance names the WPD as an additional named insured accordingly;
- The WPD is happy to work with D36 and the Village of Winnetka to ensure all easements are properly considered for the installation and placement of each tent;
- All D36 tents will be appropriately set back from the streets, sidewalks, structures, buildings, and trees in West Elm Park;

- D36 and the WPD will coordinate a schedule that best allows the WPD to cut grass, trim, and blow leaves to not interfere with school being conducted in the tents;
- D36 will correct all damage to grass, bushes, flower beds, structures, and trees in West Elm Park caused by D36's installation of each tent, use of each tent, use of the area around each tent, and take down of each tent.

Please call/email should you have questions or require additional information regarding the WPD's support of D36.

Thank you, Brad, for your teamwork.

Kind regards



John Peterson
Executive Director
Winnetka Park District
540 Hibbard Road
Winnetka, IL 60093
jpeterson@winpark.org
+1.847.501.2074

cc: Dr. Trisha Kocanda, Superintendent, D36

EXHIBIT B

UNCONDITIONAL AGREEMENT AND CONSENT

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

WHEREAS, Winnetka Elementary School District 36 ("***School District***") desires to construct temporary tents ("***Temporary Tents***") during the COVID-19 pandemic to provide a safer school environment and lessen the risk of the spread of the illness; and

WHEREAS, pursuant to Section 17.54.010 of the Village Code, the School District submitted applications to erect and use Temporary Tents for a period not to exceed 180-days in a 12-month period at the following locations as depicted in Exhibit A to this Resolution:

- A. That portion of the Carleton Washburne School property located at 515 Hibbard Road;
- B. That portion of the Crow Island School property located at 1112 Willow Road;
- C. That portion of the Greeley School property located at 275 Fairview Avenue; and
- D. Those portions of the Hubbard Woods School property located at 1110 Chatfield Road and Mann Park located along the east side of Burr Avenue immediately to the east of Hubbard Woods School; and
- E. Those portions of the Skokie School property located at 520 Glendale Avenue and West Elm Park located at 115 Elm Street;

(collectively, "***Tent Locations***"); and

WHEREAS, Resolution R-53-2020, adopted by the Village Council on August 4, 2020 ("***Resolution***"), grants approval to the School District for the erection and use of Temporary Tents at the Tent Locations; and

WHEREAS, Section 5 of the Resolution provides, among other things, that the Resolution will be of no force or effect unless and until the School District has filed, within 30 days following the passage of the Resolution, its unconditional agreement and consent to accept and abide by each and all of the terms, conditions, and limitations set forth in the Resolution;

NOW, THEREFORE, the School District hereby agrees and covenants as follows:

1. The School District does hereby unconditionally agree to accept, consent to, and abide by each and all of the terms, conditions, limitations, restrictions, and provisions of the Resolution.

2. The School District acknowledges that required procedures have been properly followed with respect to the adoption of the Resolution, has considered the possibility of the revocation provided for in the Resolution, and agrees not to challenge any such revocation on the grounds of any procedural infirmity or a denial of any procedural right.

August 4, 2020
{00116029.1}

R-53-2020

3. The School District 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 approval for the erection of the Temporary Tents and the adoption of the Resolution, and that the Village's approvals do not, and will not, in any way, be deemed to insure the School District against damage or injury of any kind and at any time.

4. The School District represents and warrants that it has received the consent from the owners of all the Temporary Locations not owned by the School District to erect the Temporary Tents thereon.

5. The School District does 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 Resolution granting approval to erect the Temporary Tents at the Tent Locations.

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

Dated: _____, 2020

ATTEST:

**WINNETKA ELEMENTARY SCHOOL
DISTRICT 36**

By: _____
Its: _____

By: _____
Its: President



Agenda Item Executive Summary

Title: R-55-2020 North Shore Country Day School Temporary Tent Approvals

Presenter: David Schoon, Community Development Director

Agenda Date:

09/01/2020

Consent:

☐

YES

☒

NO

☐

Ordinance

☒

Resolution

☐

Bid Authorization/Award

☐

Policy Direction

☐

Informational Only

Item History:

8/4/2020 - The Village Council adopted Ordinance No. MC-4-2020, Amending the Zoning Ordinance to Adopt a New Chapter 17.54 Providing the Use of Temporary Tents by Schools. The ordinance amendment allows the Village Manager to approve the temporary use of such tents for up to 28 and the Village Council to approve the temporary use of tents for up to 180 days.

Executive Summary:

On August 4, 2020, the Village Council is scheduled to consider Resolution No. R-___-2020, Approving the Erection of Temporary Tents by North Shore Country Day School. The School desires to construct and use three temporary tents on its property during the COVID-19 pandemic to provide a safer school environment and to lessen the risk of the spread of the illness. The School seeks approval to install the tents for approximately nine weeks this fall, and if necessary, another nine weeks next spring. The School has also worked with the Fire Department staff on emergency preparedness plans for using the tents.

A notice was mailed to property owners within 250 feet of the School's property. As of the writing of this report, the Village has received written public comments, which are included in Attachment B.

Given the School Districts intent to install the tents prior to Council action, the Village Manager has authorized the temporary use of the tents until the Council has had an opportunity to consider the request at the September 1 Council meeting.

Recommendation:

Consider adoption of Resolution R-55-2020

The Resolution would give North Shore Country Day School the authority to use temporary tents.

Attachments:

Attachment A: Resolution R-55-2020, A Resolution Approving the Erection and Use of Temporary Tents by the North Shore Country Day School

Attachment B: Public Comments

R-55-2020

**A RESOLUTION APPROVING THE ERECTION OF TEMPORARY TENTS
BY THE NORTH SHORE COUNTRY DAY SCHOOL**

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, on August 4, 2020, the Village approved Ordinance MC-4-2020, adopting a new Section 17.54.010 of the "Winnetka Zoning Ordinance," as amended ("**Zoning Code**"), to allow schools to erect temporary tents for school use with the approval of the Village Council for a period not to exceed 180 days in any 12-month period; and

WHEREAS, the North Shore Country Day School ("**School**") desires to construct three temporary tents ("**Temporary Tents**") on the portions of its property located at the address commonly known as 310 Green Bay Road in the Village and depicted in **Exhibit A** to this Resolution ("**Tent Locations**") during the COVID-19 pandemic to provide a safer school environment and lessen the risk of the spread of the illness; and

WHEREAS, the Council of the Village of Winnetka has determined that it is in the best interest of the Village to approve and authorize the issuance of tent permits to allow the School to erect the Temporary Tents at the Tent Locations;

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

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

SECTION 2: APPROVAL OF TEMPORARY TENTS. Subject to, and contingent upon, the terms and conditions set forth in Section 3 of this Resolution, approval is hereby granted pursuant to Section 17.54.010 of the Zoning Code and the home rule powers of the Village, to allow the erection of the Temporary Tents by the School at the Tent Locations for school use for a period not to exceed 180 days between the effective date of this Resolution and August 31, 2021.

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

- A. Compliance with Regulations. The erection, use, and maintenance of the Temporary Tents and the Tent Locations must comply at all times with all applicable federal, State, and Village statutes, laws, regulations, codes, ordinances, and orders, as they have been or may be amended over time;
- B. Operations with Tents. The erection, use, and maintenance of the Temporary Tents must generally comply with the description of use described in the August 14, 2020 letter from the School attached as **Exhibit B**; and

- C. Compliance with Specifications. The Temporary Tents must be generally be consistent with the specifications attached to this Resolution as **Exhibits B.**

SECTION 4: FAILURE TO COMPLY. Upon the failure or refusal of the School to comply with any or all of the conditions, restrictions, or provisions of this Resolution, in addition to all other remedies available to the Village, the approvals granted in Section 2 of this Resolution will, at the sole discretion of the Village Council, by Resolution duly adopted, be revoked and become null and void; provided, however, that the Village Council may not so revoke the approval granted in Section 2 of this Resolution unless it first provides the School with two weeks advance written notice of the reasons for revocation and an opportunity to be heard at a regular meeting of the Village Council. Further, in the event of such revocation, the Village Manager and Village Attorney are hereby authorized and directed to bring such zoning enforcement action as may be appropriate under the circumstances.

SECTION 5: EFFECTIVE DATE.

A. This Resolution 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; and
2. The filing by the School 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 Resolution, to accept and abide by each and all of the terms, conditions, and limitations set forth in this Resolution and to indemnify the Village for any claims that may arise in connection with the approval of this Resolution.

B. In the event that the School does not file with the Village Clerk a fully executed copy of the unconditional agreement and consent described in Section 5.A.2 of this Resolution within 30 days after the date of passage of this Resolution by the Village Council, the Village Council shall have the right, in its sole discretion, to declare this Resolution null and void and of no force or effect.

[SIGNATURE PAGE FOLLOWS]

ADOPTED this 1st day of September, 2020, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

Signed

Village President

Countersigned:

Village Clerk

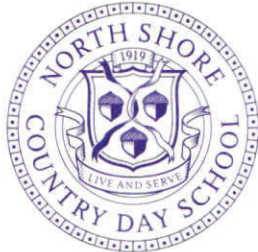
EXHIBIT A



September 1, 2020
{00116320.1}

R-55-2020

EXHIBIT B



310 Green Bay Road
Winnetka, Illinois 60093-4094
T 847.446.0674 F 847.446.0675
www.nscds.org

Exhibit B

North Shore Country Day School

August 14, 2020

Mr. David Schoon, Director
Village of Winnetka-Community Development
510 Green Bay Road
Winnetka, IL60093

Dear Mr. Schoon:

The North Shore Country Day School is requesting approval to install temporary tents for an extended period of time for outdoor educational purposes for the upcoming school year due to the COVID-19 pandemic. The teachers will utilize the outdoor space for lessons. The outdoor space will give students and staff the ability to physically distance and get a break from the classroom environment. Our plan is to install the tents in late August and to use them into October. If the pandemic continues into the spring, we plan to use them again in the Spring from the beginning of April through the first week of June. We request approval to erect the tents and have them in place during the following specific time periods:

- 24 August 2020 through 23 October 2020
- 01 April 2021 through 1 June 2021

If during any of this time, it is necessary for us to move to remote learning for all students, the tents would be removed until such time we could once again have in school learning.

The tents will be used during the school day, Monday through Friday between 8am and 4:30pm. We anticipate 10-14 students under each tent with a faculty member supervising. We plan on using portable folding chairs and portable tables.

Attached are site plans showing the general location of the proposed tents and the number of tents at each location. Also attached is an image of the proposed tents. Two tents would be 20' x 40' and another tent will be 20' x 30'. The height of the tent to the top of the canopy ridge would be 14' tall. [See attached specification sheet].

NSCD School does not plan to install sides on the tents; the tents would only have the canopy element; thus, no heating or cooling will be provided to the tents. Also, no electricity will be provided to the tents. The tents will be placed over grass. For tents to be placed over grass, there are no plans to place a temporary hard surface on the ground.

NSCD School is currently working with the Winnetka Police and Fire departments to address emergency situations as the School adjusts its operations in response to the COVID-19 pandemic. The NSCD School will regularly monitor the weather and incoming storms. The School will have an emergency response plan for storms. The tents are able to withstand winds up to 70 mph. Between 30 and 40 mph the canopies and poles would need to be removed.

Given the length of time the tents will be up, we understand damage may occur to grass under the tents. We will address any damage caused to the grass due to the use of the tents.

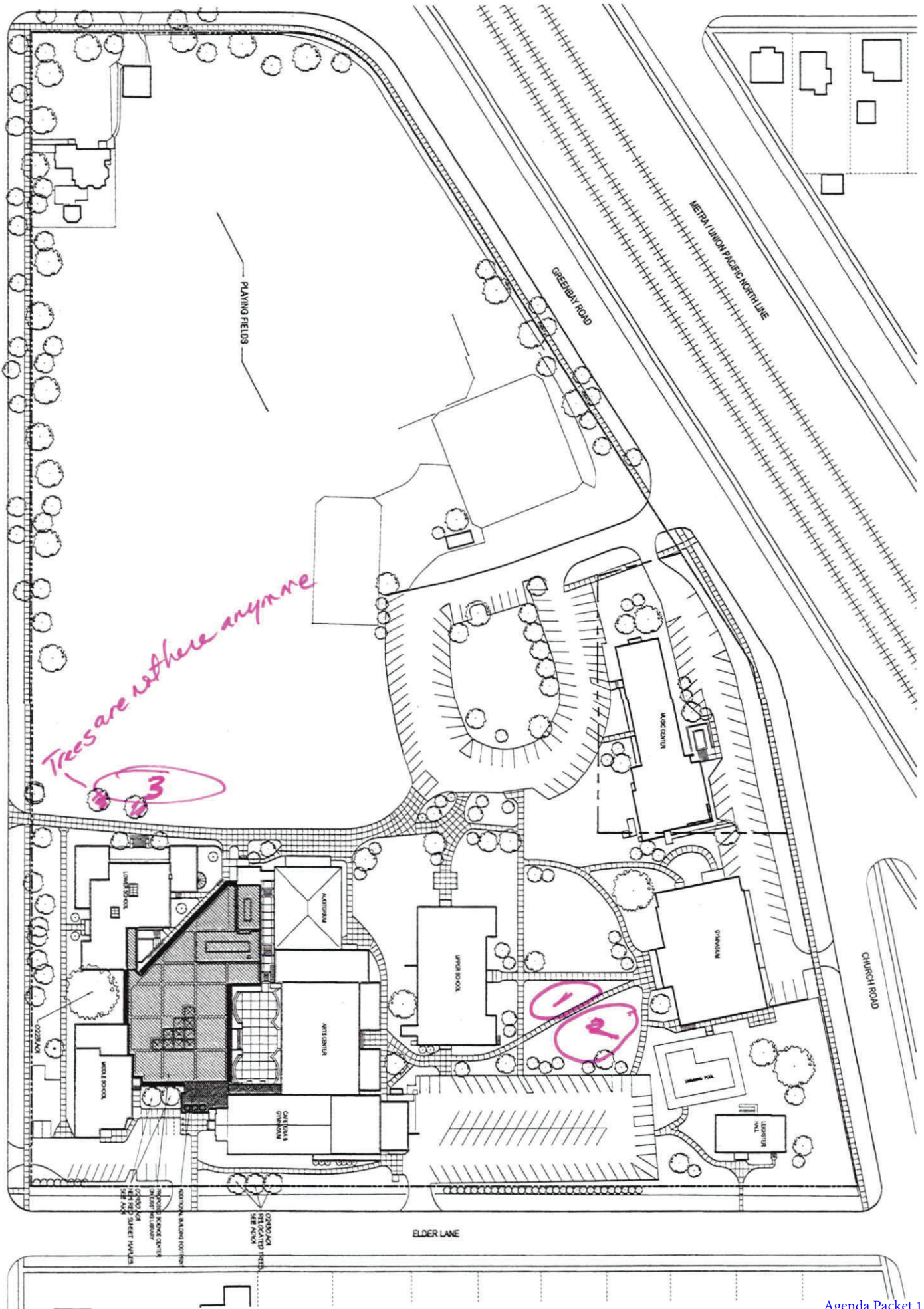
We will be sending the attached letter to our neighbors to let them know of our plans.

NSCD School appreciates the assistance of the Village in addressing the temporary use of tents as this will assist us with returning to in-person learning in this school year.

Sincerely,

A large black rectangular redaction box covering the signature of Cindy Hooper.

Cindy Hooper
Director of Operations



Manufacturer: O'henry Tents

O'henry Tents Part Numbers: PT20X30TP-SOLID-WHITE-NO-SIDEWALLS,,

Features

- Fully functional tent kit
- Built to endure multiple set ups and take downs for commercial and industrial use
- Heavy-duty "Block Out" top:
 - Solid White 15 oz. "Block Out" top
 - Striped top with 15 oz. "Block Out" White stripe and 14 oz. translucent color combination
- Features 2" Seatbelt webbing on entire perimeter
- Side poles are light weight and extremely durable
- Center and Quarter poles each have a plate welded on the top and bottom, and a heavy duty pin welded into the top
- Tent top and sidewalls arrive rolled up in a protective bag
- Tops available in: Solid White and White with Red, Blue, Green or Yellow vertical stripe
- Includes:
 - Tent Top with "Guy Ropes" attached
 - Galvanized Side Poles
 - Center Poles
 - Quarter Poles (if needed)
 - Tent Stakes
 - Storage Bag for Tent Top
 - Installation Video
- Specifications:
 - Approximately: 20' L x 30' W, 20' L x 40' W
 - Tent Top: 14'
 - 15 oz. Standard Laminated Vinyl
 - Side Poles: 16-gauge steel - 1.660" Dia.
 - Center and Quarter Poles: 16-gauge and 14-gauge steel tubing
 - Webbing: 1.5"- 2" / 3,000 lb. - 6,000 lb. tested
 - NFPA 701 Certified
 - Warranty: 1 Year Manufacturers Warranty

Wind Rating

These tents are designed to withstand 70 MPH gust in certain conditions. Use the following information as general guidelines only. Good judgment must be used in all conditions.

- If tent is properly installed and in tight condition with stakes being in asphalt or concrete, Tent can withstand brief gust of wind up to 75MPH.
- If tent is properly installed and in tight condition with stakes being in hard dry dirt or gravel. Tent can withstand brief gust of wind up to 75MPH. (for the High Peak Tent)
- If tent is properly installed and in tight condition with stakes being in damp dirt, tent can withstand brief gust of wind up to 40MPH.
- Tent must be kept tight in order to reduce movement in windy conditions.
- Additional methods are not necessary to support the tent providing that all of the required equipment is properly installed.
- All tents should be vacated by all occupants during any weather or wind which is determined to be severe.
- A tent should never be considered a refuge from severe weather.

* **Flame Certification:** This item is NFPA-701 Flame Certified.

will be
sent via
email &
regular
post

Dear Neighbor,

As we near the start of our new school year, North Shore Country Day is planning on a hybrid school day for our JK-12 students. Our students in junior kindergarten to eighth grade will attend school in the mornings. Our freshmen through senior students will attend in the afternoons. Our first day of in-person learning is Thursday, August 27.

We are encouraging our faculty to take advantage of our campus grounds to get outside whenever possible with their students. Whether it be for a small class discussion or some social time, we are hopeful that the weather will provide us opportunity to be outside. The school will be erecting three tents on campus to provide some shade cover for these potential gatherings. Two tents will be located in the area between our upper school building and gymnasium. The third tent will be located on the grass in front of our lower school building.

These certainly are unique times for all. We continue to work to serve our students here at the school in the safest and healthiest manner possible. We are hopeful that we can be together on campus for quite some time and having these tents gives us more opportunities for us to use for gathering together.

If you have any questions or concerns, please reach out to me at chooper@nscds.org.

Sincerely,
Cindy Hooper
Director of Operations

EXHIBIT C

UNCONDITIONAL AGREEMENT AND CONSENT

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

WHEREAS, the North Shore Country Day School ("***School***") desires to construct temporary tents ("***Temporary Tents***") during the COVID-19 pandemic to provide a safer school environment and lessen the risk of the spread of the illness; and

WHEREAS, pursuant to Section 17.54.010 of the Village Code, the School submitted applications to erect three Temporary Tents for a period not to exceed 180-days in a 12-month period on portions of its property located at the address commonly known as 310 Green Bay Road in the Village (collectively, "***Tent Locations***"); and

WHEREAS, Resolution R-__-2020, adopted by the Village Council on September 1, 2020 ("***Resolution***"), grants approval to the School for the erection of Temporary Tents at the Tent Locations; and

WHEREAS, Section 5 of the Resolution provides, among other things, that the Resolution will be of no force or effect unless and until the School has filed, within 30 days following the passage of the Resolution, its unconditional agreement and consent to accept and abide by each and all of the terms, conditions, and limitations set forth in the Resolution;

NOW, THEREFORE, the School hereby agrees and covenants as follows:

1. The School does hereby unconditionally agree to accept, consent to, and abide by each and all of the terms, conditions, limitations, restrictions, and provisions of the Resolution.

2. The School acknowledges that required procedures have been properly followed with respect to the adoption of the Resolution, has considered the possibility of the revocation provided for in the Resolution, and agrees not to challenge any such revocation on the grounds of any procedural infirmity or a denial of any procedural right.

3. The School 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 approval for the erection of the Temporary Tents and the adoption of the Resolution, and that the Village's approvals do not, and will not, in any way, be deemed to insure the School against damage or injury of any kind and at any time.

4. The School represents and warrants that it has received the consent from the owners of all the Temporary Locations not owned by the School to erect the Temporary Tents thereon.

5. The School does 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

September 1, 2020
{00116320.1}

R-55-2020

against any of such parties in connection with the Village's adoption of the Resolution granting approval to erect the Temporary Tents at the Tent Locations.

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

Dated: _____, 2020

ATTEST:

NORTH SHORE COUNTRY DAY SCHOOL

By: _____
Its: _____

By: _____
Its: _____

Ann Klaassen

From: Rick [REDACTED] >
Sent: Thursday, August 20, 2020 2:00 PM
To: Planning
Subject: Fwd: Case NO 20-23-V2

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.

Sent from my iPhone

Begin forwarded message:

From: "[REDACTED]" >
Date: August 20, 2020 at 13:32:04 CDT
To: planning@winnetka.gov
Subject: Fwd: Case NO 20-23-V2

Begin forwarded message:

From: "[REDACTED]"
Subject: Case NO 20-23-V2
Date: August 20, 2020 at 12:40:26 PM CDT
To: planning@winnetka
Cc: communications@nscds.org

F R Rick Duran
[REDACTED]
Winnetka, IL 60093

A Winnetka resident since 1982, on Forest Street since 1987, and a neighbor of North Shore Country Day School.

I rise in unreserved and complete support of North Shore Country Day School for the requested zoning relief sought.

We as a community should support any implementation of any risk-reducing protocol that allows the education of our children to prosper, and the participants to have the greatest probability of survival .

Per CDC Guidelines, the risks to participants of any activities out-of-doors are significantly less similar activities indoors.

This request is good science, and approval of temporary outdoor implements is good

governance.

In fact, my initial reaction was — on reading the Notice of Public Hearing for a formal meeting over two-weeks-on — why does this life-saving preparation need to wait until September 1.

Please find a creative way to either release them to start preparation immediately, or pick up the decision pace .

There are far bigger issues facing our community's educators.

Thank You

Ann Klaassen

From: Denise Snakard [REDACTED]
Sent: Wednesday, August 26, 2020 2:19 PM
To: Planning
Subject: Case No. 20-23-V2

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.

My dear Trustees,

My family and I are fully behind all educational needs in our village. We look forward to our neighbors, NSCD, in providing whatever it takes to fulfill their needs to educate. If it's tents for classes then "It is what it is."

Respectfully,
Denise Snakard
[REDACTED] Willow Road
Winnetka, IL
[REDACTED]

Aug 25, 2020

Sent from my iPad



Agenda Item Executive Summary

Title: R-55-2020 North Shore Country Day School Temporary Tent Approvals

Presenter: David Schoon, Community Development Director

Agenda Date: 09/01/2020

Consent: ☐ YES ☒ NO

☐ Ordinance
☒ Resolution
☐ Bid Authorization/Award
☐ Policy Direction
☐ Informational Only

Item History:

8/4/2020 - The Village Council adopted Ordinance No. MC-4-2020, Amending the Zoning Ordinance to Adopt a New Chapter 17.54 Providing the Use of Temporary Tents by Schools. The ordinance amendment allows the Village Manager to approve the temporary use of such tents for up to 28 and the Village Council to approve the temporary use of tents for up to 180 days.

Executive Summary:

On August 4, 2020, the Village Council is scheduled to consider Resolution No. R-___-2020, Approving the Erection of Temporary Tents by North Shore Country Day School. The School desires to construct and use three temporary tents on its property during the COVID-19 pandemic to provide a safer school environment and to lessen the risk of the spread of the illness. The School seeks approval to install the tents for approximately nine weeks this fall, and if necessary, another nine weeks next spring. The School has also worked with the Fire Department staff on emergency preparedness plans for using the tents.

A notice was mailed to property owners within 250 feet of the School's property. As of the writing of this report, the Village has received written public comments, which are included in Attachment B.

Given the School Districts intent to install the tents prior to Council action, the Village Manager has authorized the temporary use of the tents until the Council has had an opportunity to consider the request at the September 1 Council meeting.

Recommendation:

Consider adoption of Resolution R-55-2020

The Resolution would give North Shore Country Day School the authority to use temporary tents.

Attachments:

Attachment A: Resolution R-55-2020, A Resolution Approving the Erection and Use of Temporary Tents by the North Shore Country Day School

Attachment B: Public Comments

**A RESOLUTION APPROVING THE ERECTION OF TEMPORARY TENT
BY THE SAINTS FAITH, HOPE, AND CHARITY SCHOOL**

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, on August 4, 2020, the Village approved Ordinance MC-4-2020, adopting a new Section 17.54.010 of the "Winnetka Zoning Ordinance," as amended ("**Zoning Code**"), to allow schools to erect temporary tent for school use with the approval of the Village Council for a period not to exceed 180 days in any 12-month period; and

WHEREAS, The Catholic Bishop of Chicago, an Illinois corporation sole on behalf of Saints Faith, Hope, and Charity Parish and School ("**School**") desires to construct a temporary tent ("**Temporary Tent**") on the portions of its property located at the address commonly known as 180 Ridge Road in the Village and depicted in **Exhibit A** to this Resolution ("**Tent Location**") during the COVID-19 pandemic to provide a safer school environment and lessen the risk of the spread of the illness; and

WHEREAS, the Council of the Village of Winnetka has determined that it is in the best interest of the Village to approve and authorize the issuance of tent permits to allow the School to erect the Temporary Tent at the Tent Location;

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

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

SECTION 2: APPROVAL OF TEMPORARY TENT. Subject to, and contingent upon, the terms and conditions set forth in Section 3 of this Resolution, approval is hereby granted pursuant to Section 17.54.010 of the Zoning Code and the home rule powers of the Village, to allow the erection of the Temporary Tent by the School at the Tent Location for school use for a period not to exceed 180 days between the effective date of this Resolution and September 14, 2021.

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

- A. Compliance with Regulations. The erection, use, and maintenance of the Temporary Tent and the Tent Location must comply at all times with all applicable federal, State, and Village statutes, laws, regulations, codes, ordinances, and orders, as they have been or may be amended over time;

- B. Operations with Tent. The erection, use, and maintenance of the Temporary Tent must generally comply with the description of use described in the narrative from the School attached as **Exhibit B**; and
- C. Compliance with Specifications. The Temporary Tent must be generally be consistent with the specifications attached to this Resolution as **Exhibits B**.

SECTION 4: FAILURE TO COMPLY. Upon the failure or refusal of the School to comply with any or all of the conditions, restrictions, or provisions of this Resolution, in addition to all other remedies available to the Village, the approvals granted in Section 2 of this Resolution will, at the sole discretion of the Village Council, by Resolution duly adopted, be revoked and become null and void; provided, however, that the Village Council may not so revoke the approval granted in Section 2 of this Resolution unless it first provides the School with two weeks advance written notice of the reasons for revocation and an opportunity to be heard at a regular meeting of the Village Council. Further, in the event of such revocation, the Village Manager and Village Attorney are hereby authorized and directed to bring such zoning enforcement action as may be appropriate under the circumstances.

SECTION 5: EFFECTIVE DATE.

A. This Resolution 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; and
- 2. The filing by the School 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 Resolution, to accept and abide by each and all of the terms, conditions, and limitations set forth in this Resolution and to indemnify the Village for any claims that may arise in connection with the approval of this Resolution.

B. In the event that the School does not file with the Village Clerk a fully executed copy of the unconditional agreement and consent described in Section 5.A.2 of this Resolution within 30 days after the date of passage of this Resolution by the Village Council, the Village Council shall have the right, in its sole discretion, to declare this Resolution null and void and of no force or effect.

[SIGNATURE PAGE FOLLOWS]

ADOPTED this 15th day of September, 2020, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

Signed

Village President

Countersigned:

Village Clerk

EXHIBIT A



September 15, 2020
{00116320.1}

R-60-2020

EXHIBIT B

Ss. Faith Hope and Charity School
FHC Re-Opening Committee
Proposal for a Tented Outdoor Classroom Space

Overview

The FHC Re-Opening Committee feels it would be advantageous to the students and teachers to provide a tented outdoor classroom space for the first two months of the 2020-2021 school year. Due to the guidelines from the Illinois State Board of Education and the Office of Catholic Schools, students and teachers will be required to wear a mask indoors for the entire school day, which will be very hot and uncomfortable during the warm late summer and early fall months.

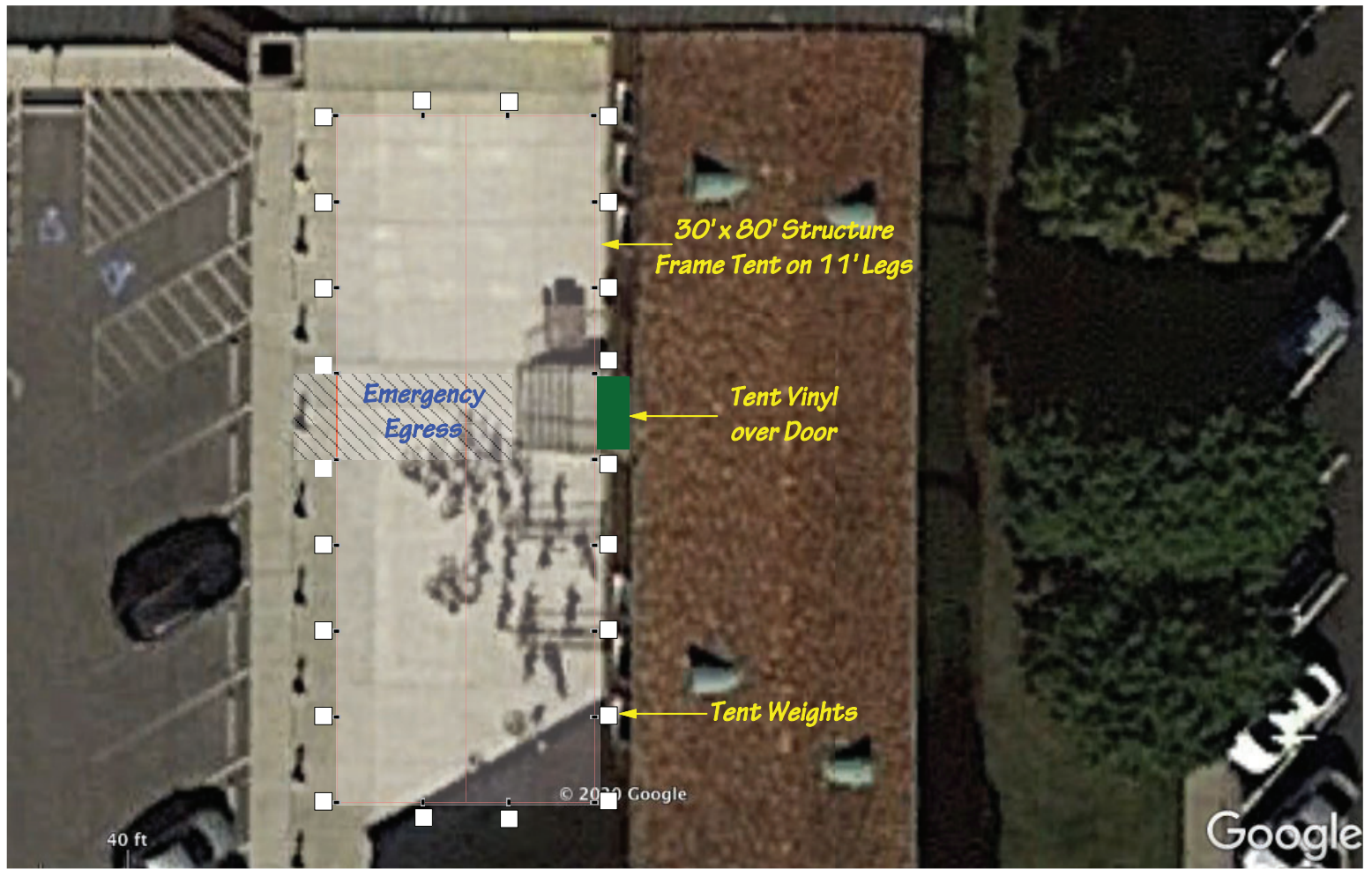
A tented outdoor classroom space would provide the following benefits:

- Provide a mask break for students and teachers.
- Still provide a structured classroom space.
- Allow the students to get fresh air, while still learning.
- Provide a comfortable area outside of the school and still maintain social distance.

Details of Tented Outdoor Classroom Space

Our proposed tented outdoor classroom space will consist of an approximately 30'x80' tent to be located on the concrete slab outside of the 1st and 2nd grade classrooms, adjacent to the main school parking lot.

- The tent would tentatively be delivered two days prior to the start of school on Monday, August 24, 2020 and would be picked up on Friday, October 30, 2020.
- The tent will extend almost the full length of the concrete slab and will include the stairway outside of the first grade classrooms.
- The tent will have an interior divider that will allow for two different classrooms to be in the tent at the same time, all while staying in the same cohort. An additional divider can be added to allow for three classrooms, depending on class size.
- The tent will be secured with stable, heavy, concrete tent weights and will not damage the concrete slab on the school's property.
- The structure will consist of a roof and will not have sides, allowing students to easily walk under the tent during drop-off and pick-up and will provide a perfect area for temperature checks prior to entering the school building.



30' x 80' Tent Plan

Client: St. Faith, Hope, & Charity
Event Date: August 26, 2020
Site: St. Faith, Hope, & Charity
 Wilmette, Illinois

**Proposal
Number:**
113140

Drawn By: J.A.K.
Date: 8/18/20
Scale: 1" = 20'
Revised:

PLAN AGREEMENT: This drawing, design, and any ideas contained herein are the sole property of PARTYTIME-HDO PRODUCTIONS, INC. This plan is confidential and is not to be reproduced, changed, or copied in any form, nor is this plan to be disclosed to or used by any third party without obtaining written consent from PARTYTIME-HDO PRODUCTIONS, INC.



IMPORTANT DOCUMENT
Certificate of Flame Resistance

ISSUED BY



Date of Shipment
3/18/18

Registration Number
F140.1

Tent Identification
S30x80

EVANSVILLE, INDIANA 47725

MANUFACTURERS OF THE FINISHED TENT PRODUCTS DESCRIBED HEREIN

This is to certify that the materials described have been flame-retardant treated (or are inherently nonflammable) and were supplied to:

**Partytime-HDO Productions
6150 W. Howard Street
Niles, IL 60714**



Certification is hereby made that:

The articles described on this Certificate have been treated with a flame-retardant approved chemical and that the application of said chemical was done in conformance with California Fire Marshall Code. All fabric has been tested and passes NFPA 701-04, ULC 109.

Serial # **3311964c (8)**

Description of item certified: **30' x 80' White Frame Tent**

**Flame Retardant Process Used Will Not Be Removed By
Washing And Is Effective For The Life Of The Fabric**

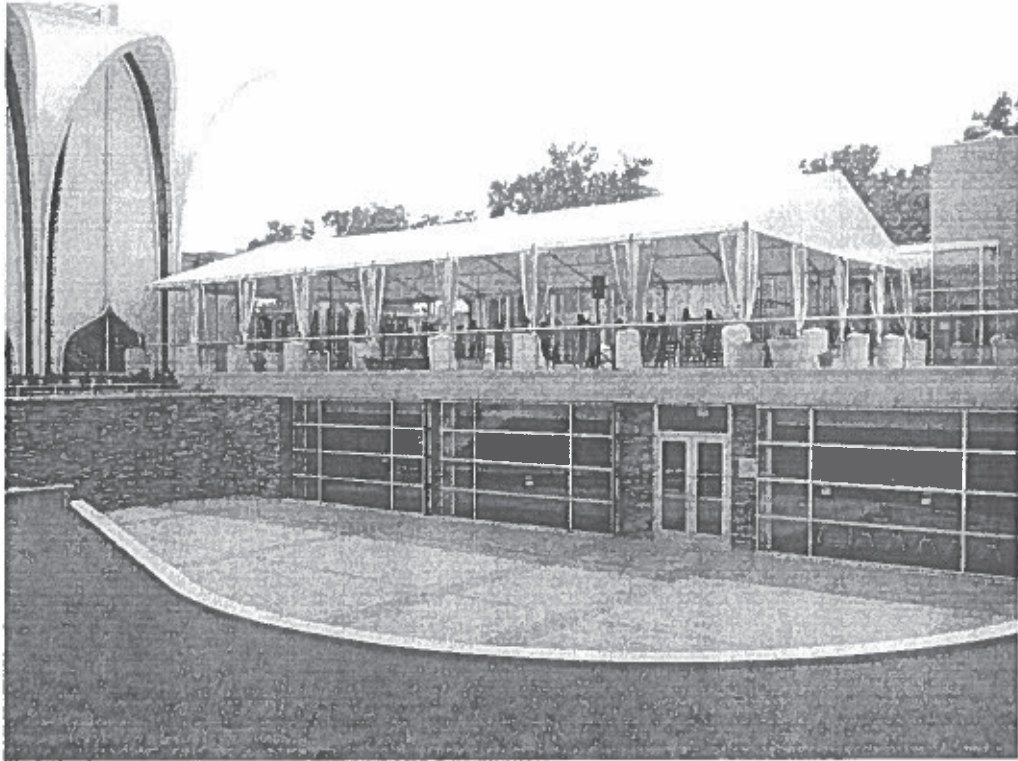
SNYDER MFG NEW PHILADELPHIA, OH

Name of Applicator of Flame Resistant Finish

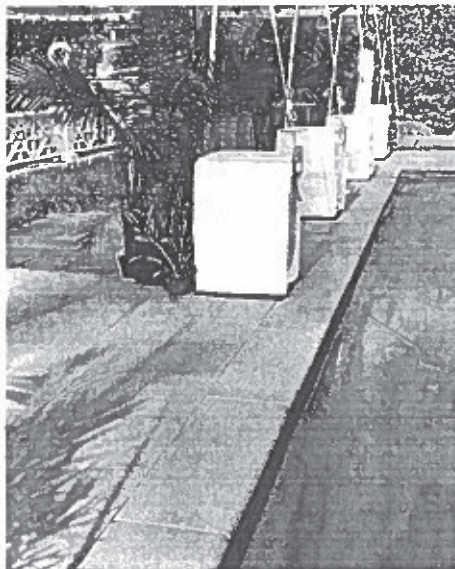
Signed:

A handwritten signature in dark ink, appearing to read "A. Clark".
ANCHOR INDUSTRIES INC

A picture of a similar tent to the proposed FHC tent is located below. Please note that the proposed FHC tent will not have side panels, but will be open sided with either one or two internal dividers.



A picture of the weights used to secure the tent is located below:



Usage

The tent will provide outdoor classroom space for grades 1 through 8 on a daily basis. It has been assumed that PK3, PK3/4, and SK will utilize the courtyard for outdoor space and will not need a dedicated classroom structure.

Based on an approximately six hour school day, each of the 14 classes in grades 1 through 8 could use the tent for one class period per day, assuming the tent is divided into two classrooms. A schedule for the tent will be maintained by the school office and teachers will reserve space in the tent in advance.

In addition to the school's usage of the tent during the school day, we believe the tent would provide a perfect outdoor space for the parish and religious education students for after school and weekend related events (i.e. mass, religious education classes, parish group meetings, staging area for First Communion, baptisms, etc.)

Seating

In order to provide temporary seating for students under the tent, we are proposing that the school purchase each student a portable camp style chair and clipboard. The chair will be kept in the students' locker and used when moving to the outdoor tented classroom. This lightweight chair is kept in a bag and students in grades 1 through 8 should have no problem carrying it outside. The clipboard would hold the necessary work for the students.

The chairs and clipboards could also be used by students and teachers during the school day when they do not have reserved tent space. The chairs could be brought to various shaded areas around the school and parish property for more informal class work or discussions.

Cost

The cost of the proposed 30'x80' tent with one divider would be \$20,754 for the period of time between August 24, 2020 and October 30, 2020. Payments would be made over three equal installments of \$6,918 on August 24, September 15, and October 15, 2020. In the event that school would need to shut down during the proposed term of the tent contract, FHC would be responsible for the first month and the tent company would need two weeks' notice after that. FHC would be responsible for the two weeks notice.

The cost of the portable chairs and clipboard would be approximately \$20 per student.

Source of Funding

In order to pay for the cost of the tent, we would propose charging each student in grades 1 through 8 a COVID-related fee of \$100. This would cover the cost of the tent, chair, clipboard, and other supplies needed to provide a safe and clean environment for the students.

Conclusion

The Re-Opening Committee strongly encourages the school to provide a dedicated outdoor space for students for the first two months of school. We believe a tent, which provides space for two additional, separate classrooms will be extremely beneficial to both students and teachers, all while providing a unique, comfortable, classroom, where students can learn without a mask.

EXHIBIT C
UNCONDITIONAL AGREEMENT AND CONSENT

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

WHEREAS, The Catholic Bishop of Chicago, an Illinois corporation sole on behalf of the Saints Faith, Hope, and Charity Parish and School ("***School***") desires to construct temporary tent ("***Temporary Tent***") during the COVID-19 pandemic to provide a safer school environment and lessen the risk of the spread of the illness; and

WHEREAS, pursuant to Section 17.54.010 of the Village Code, the School submitted applications to erect three Temporary Tent for a period not to exceed 180-days in a 12-month period on portions of its property located at the address commonly known as 180 Ridge Road in the Village (collectively, "***Tent Location***"); and

WHEREAS, Resolution R-60-2020, adopted by the Village Council on September 15, 2020 ("***Resolution***"), grants approval to the School for the erection of Temporary Tent at the Tent Location; and

WHEREAS, Section 5 of the Resolution provides, among other things, that the Resolution will be of no force or effect unless and until the School has filed, within 30 days following the passage of the Resolution, its unconditional agreement and consent to accept and abide by each and all of the terms, conditions, and limitations set forth in the Resolution;

NOW, THEREFORE, the School hereby agrees and covenants as follows:

1. The School does hereby unconditionally agree to accept, consent to, and abide by each and all of the terms, conditions, limitations, restrictions, and provisions of the Resolution.
2. The School acknowledges that required procedures have been properly followed with respect to the adoption of the Resolution, has considered the possibility of the revocation provided for in the Resolution, and agrees not to challenge any such revocation on the grounds of any procedural infirmity or a denial of any procedural right.
3. The School 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 approval for the erection of the Temporary Tent and the adoption of the Resolution, and that the Village's approvals do not, and will not, in any way, be deemed to insure the School against damage or injury of any kind and at any time.
4. The School represents and warrants that it has received the consent from the owners of all the Temporary Location not owned by the School to erect the Temporary Tent thereon.
5. The School does hereby agree to hold harmless and indemnify the Village, the Village's corporate authorities, and all Village elected and appointed officials, officers, employees,

September 15, 2020
{00116320.1}

R-60-2020

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 Resolution granting approval to erect the Temporary Tent at the Tent Location.

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

Dated: _____, 2020

ATTEST:

THE CATHOLIC BISHOP OF CHICAGO, an
Illinois corporation sole

By: _____
Its: _____

By: _____
Its: _____



Agenda Item Executive Summary

Title: R-55-2020 North Shore Country Day School Temporary Tent Approvals

Presenter: David Schoon, Community Development Director

Agenda Date:

09/01/2020

Consent:

☐

YES

☒

NO

☐

Ordinance

☒

Resolution

☐

Bid Authorization/Award

☐

Policy Direction

☐

Informational Only

Item History:

8/4/2020 - The Village Council adopted Ordinance No. MC-4-2020, Amending the Zoning Ordinance to Adopt a New Chapter 17.54 Providing the Use of Temporary Tents by Schools. The ordinance amendment allows the Village Manager to approve the temporary use of such tents for up to 28 and the Village Council to approve the temporary use of tents for up to 180 days.

Executive Summary:

On August 4, 2020, the Village Council is scheduled to consider Resolution No. R-____-2020, Approving the Erection of Temporary Tents by North Shore Country Day School. The School desires to construct and use three temporary tents on its property during the COVID-19 pandemic to provide a safer school environment and to lessen the risk of the spread of the illness. The School seeks approval to install the tents for approximately nine weeks this fall, and if necessary, another nine weeks next spring. The School has also worked with the Fire Department staff on emergency preparedness plans for using the tents.

A notice was mailed to property owners within 250 feet of the School's property. As of the writing of this report, the Village has received written public comments, which are included in Attachment B.

Given the School District's intent to install the tents prior to Council action, the Village Manager has authorized the temporary use of the tents until the Council has had an opportunity to consider the request at the September 1 Council meeting.

Recommendation:

Consider adoption of Resolution R-55-2020

The Resolution would give North Shore Country Day School the authority to use temporary tents.

Attachments:

Attachment A: Resolution R-55-2020, A Resolution Approving the Erection and Use of Temporary Tents by the North Shore Country Day School

Attachment B: Public Comments

R-69-2020

**A RESOLUTION APPROVING THE ERECTION AND USE OF TEMPORARY TENTS
BY NEW TRIER TOWNSHIP SCHOOL DISTRICT 203**

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, on August 4, 2020, the Village approved Ordinance MC-4-2020, adopting a new Section 17.54.010 of the "Winnetka Zoning Ordinance," as amended ("**Zoning Code**"), to allow schools to erect temporary tents for school use with the approval of the Village Council for a period not to exceed 180 days in any 12-month period; and

WHEREAS, New Trier Township School District 203 ("**School District**") desires to construct temporary tents ("**Temporary Tents**") on its property and property adjacent to its property during the COVID-19 pandemic to provide a safer school environment and lessen the risk of the spread of the illness; and

WHEREAS, pursuant to Section 17.54.010 of the Village Code, the School District has requested to erect Temporary Tents at the New Trier High School West Campus at 385 Winnetka Avenue in a manner described and depicted in Exhibit A to this Resolution (collectively, "**Tent Locations**"); and

WHEREAS, the Council of the Village of Winnetka has determined that it is in the best interest of the Village to approve and authorize the issuance of tent permits to allow the School District to erect the Temporary Tents at the Tent Locations;

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

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

SECTION 2: APPROVAL OF TEMPORARY TENTS. Subject to, and contingent upon, the terms and conditions set forth in Section 3 of this Resolution, approval is hereby granted pursuant to Section 17.54.010 of the Zoning Code and the home rule powers of the Village, to allow the erection and use of the Temporary Tents by the School District at the Tent Locations for school use for a period not to exceed 180 days between the effective date of this Resolution and October 21, 2021.

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

- A. **Compliance with Regulations.** The erection, use, and maintenance of the Temporary Tents and the Tent Locations must comply at all times with all applicable federal, State, and Village statutes, laws, regulations, codes, ordinances, and orders, as they have been or may be amended over time;

October 20, 2020

R-69-2020

- B. Operations with Tents. The erection, use, and maintenance of the Temporary Tents must generally comply with the description of use described in the October 5, 2020 letter from the School District included in **Exhibit A**; and
- C. Compliance with Plans. The Temporary Tents must be generally be consistent with the image of the tent included in **Exhibits A**.

SECTION 4: FAILURE TO COMPLY. Upon the failure or refusal of the School District to comply with any or all of the conditions, restrictions, or provisions of this Resolution, in addition to all other remedies available to the Village, the approvals granted in Section 2 of this Resolution will, at the sole discretion of the Village Council, by Resolution duly adopted, be revoked and become null and void; provided, however, that the Village Council may not so revoke the approval granted in Section 2 of this Resolution unless it first provides the School District with two weeks advance written notice of the reasons for revocation and an opportunity to be heard at a regular meeting of the Village Council. Further, in the event of such revocation, the Village Manager and Village Attorney are hereby authorized and directed to bring such zoning enforcement action as may be appropriate under the circumstances.

SECTION 5: EFFECTIVE DATE.

A. This Resolution 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; and
- 2. The filing by the School District with the Village Clerk of an Unconditional Agreement and Consent in the form of **Exhibit B** attached to and, by this reference, made a part of this Resolution, to accept and abide by each and all of the terms, conditions, and limitations set forth in this Resolution and to indemnify the Village for any claims that may arise in connection with the approval of this Resolution.

B. In the event that the School District does not file with the Village Clerk a fully executed copy of the unconditional agreement and consent described in Section 5.A.2 of this Resolution within 30 days after the date of passage of this Resolution by the Village Council, the Village Council shall have the right, in its sole discretion, to declare this Resolution null and void and of no force or effect.

ADOPTED this 20th day of October, 2020, pursuant to the following roll call vote:

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

Signed

Village President

Countersigned:

Village Clerk

October 20, 2020

R-69-2020

EXHIBIT A

**DESCRIPTION OF PROPOSED USE OF TENTS AND DEPICTION OF TENT
LOCATIONS**

NEW TRIER TOWNSHIP HIGH SCHOOL DISTRICT 203



To commit minds to inquiry, hearts to compassion, and lives to the service of humanity.®

October 5, 2020

Mr. David Schoon, Director
Village of Winnetka-Community Development
510 Green Bay Road
Winnetka, IL 60093

Dear Mr. Schoon:

The New Trier Township High School District 203 is requesting approval to install temporary tents for an extended period for outdoor educational purposes for the upcoming school year due to the COVID-19 pandemic. The teachers will utilize the outdoor space for lessons and other student related services. The outdoor space will also give students and staff the ability to physically distance and get a break from the classroom environment. Our plan is to install the tents for the fall through November 15, 2020. If the pandemic continues into the spring, we plan to use them again in the spring from Approximately April 1, 2021 through the end of the academic year which is currently scheduled for June 10, 2021.

At this point in time we are requesting approval of eight tents shown on the attached plan.

The tents will be used during the school day, Monday through Friday between 8:00 am and 7:00 pm. We anticipate between 2 and 36 students in the tents depending on size and use. The tent may be used for a number of different functions including classroom instruction, music, group study, and eating. The furniture will vary with the functions but will usually have tables and chairs socially distanced throughout the tent.

Attached is a site plan showing the general location of the tents. Also attached is an image of the 40' x 40' tent. The tent height of the tent to the top of the canopy ridge would be 15' - 3" tall. The specifications are attached for any dimensional questions you may have.

New Trier plans to install sides, doors, lighting, fire extinguishers, exit signs, safety signage and any other safety items that are required by the Illinois State Board of Education (ISBE), Village of Winnetka (VOW) Police or Fire Departments. We will also be installing flooring when the tents are installed on grass. We will have at least two sides open during use.

The school is currently working with both the VOW Police and Fire Departments to review all safety measures and will address any concerns. The school will regularly monitor the weather and incoming

NEW TRIER TOWNSHIP HIGH SCHOOL DISTRICT 203



To commit minds to inquiry, hearts to compassion, and lives to the service of humanity.®

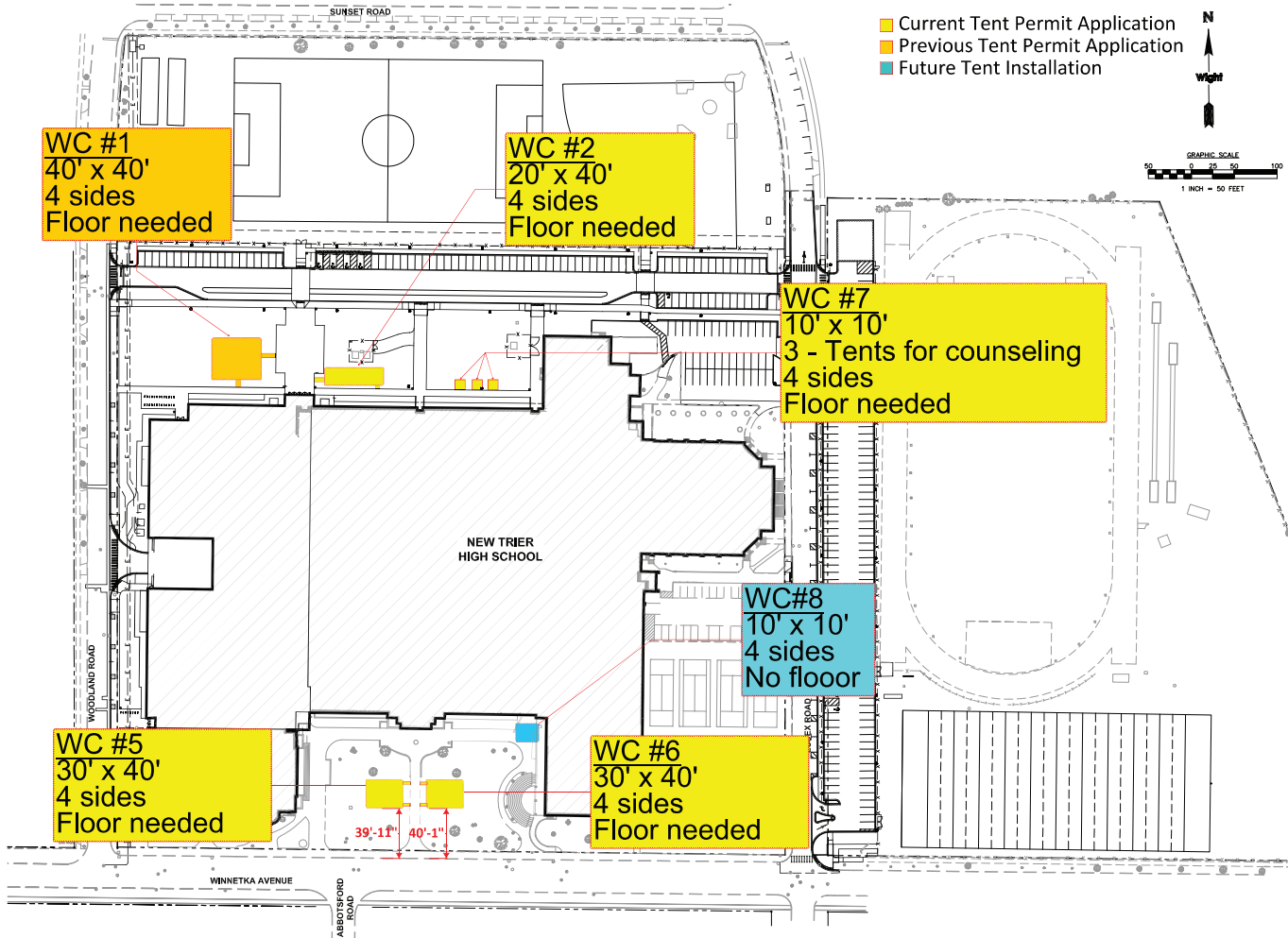
storms and will have appropriate plans in place for those conditions. The tents are designed to withstand winds up to 100 mph and will be inspected regularly. Given the length of time the tents will be up, we understand damage will occur to grass under the tents. We will address any damage caused to the grass when they are removed.

The New Trier Township School District appreciates the assistance of the Village in addressing the temporary use of tents as this will assist in returning to in-person learning. In person learning will greatly help our students in their education.

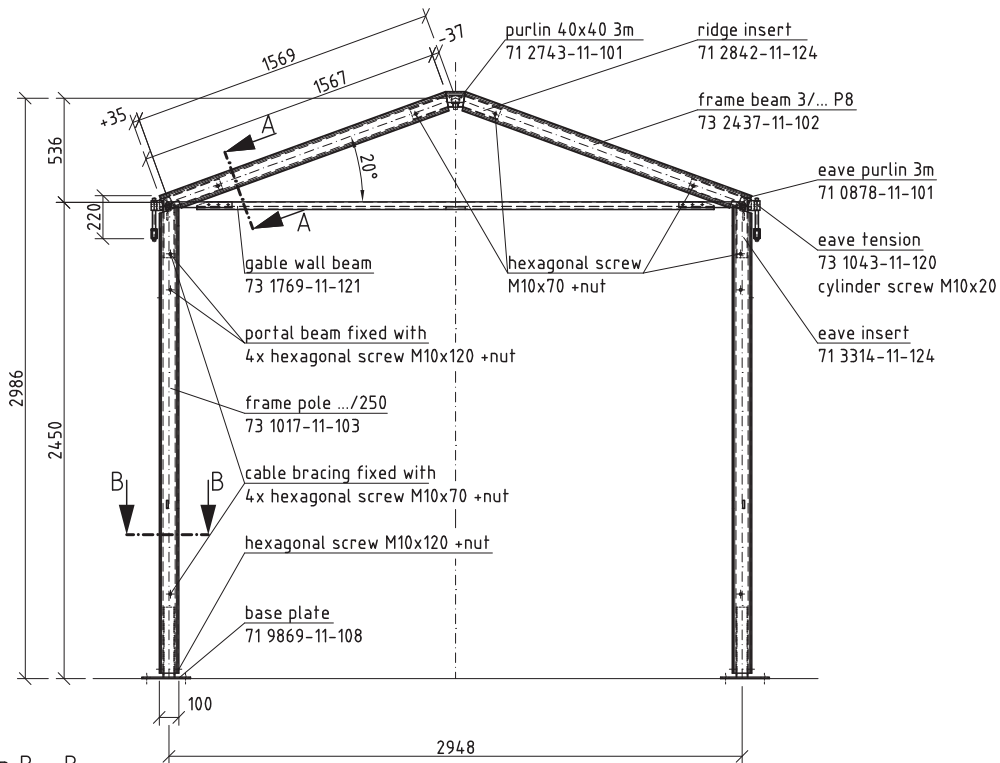
Sincerely,

A handwritten signature in blue ink, appearing to read "Dave Conway", is written over a horizontal line.

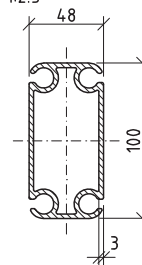
Dave Conway
Director of Physical Plant Services



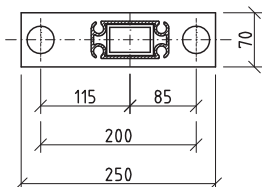




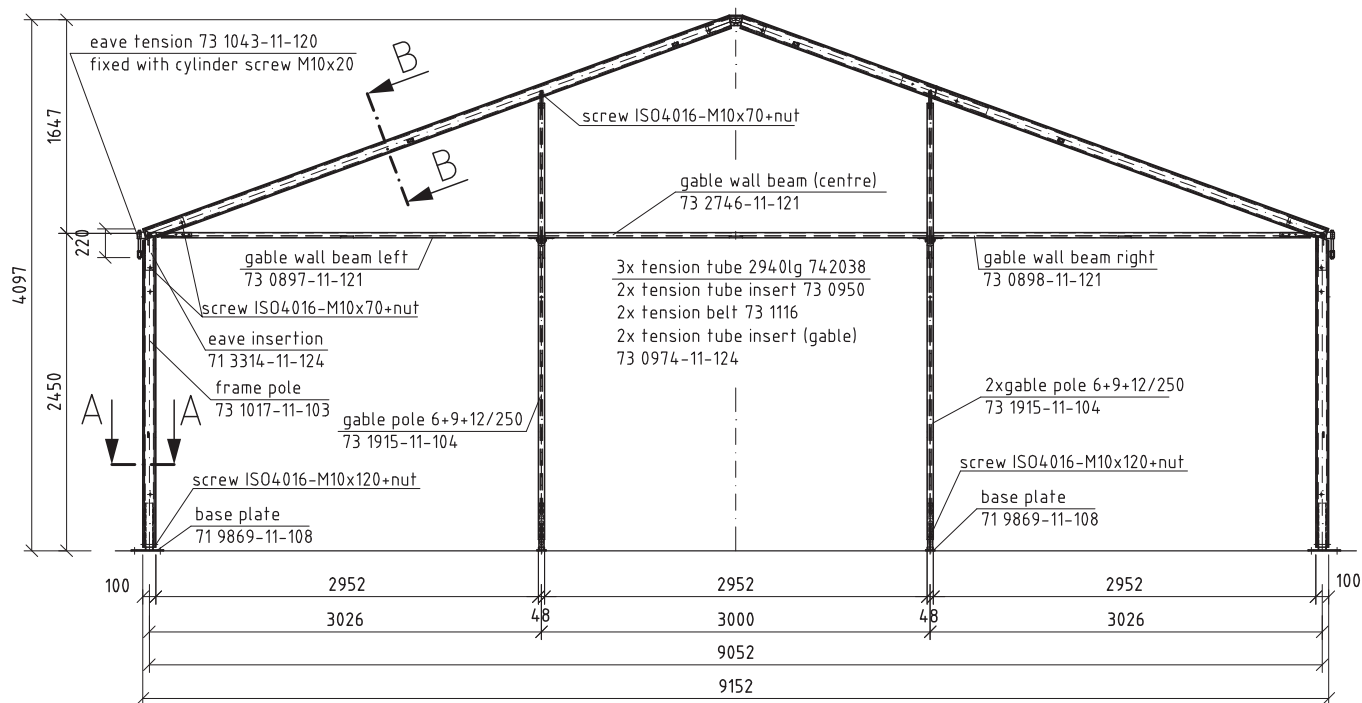
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M 1:2.5



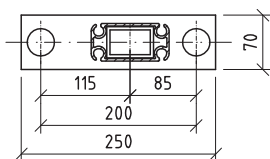
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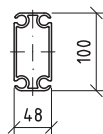
LOßBERGER		Diese Zeichnung darf ohne unsere Genehmigung weder kopiert noch Dritten Personen oder Konkurrenzfirmen zugänglich gemacht werden (Par. 15, 16 d. HGB v. 1906/1911)		Maßstab: 1:20	Oberfläche:
				multiflex plus P8 (System 2948)	
		Datum: 28.06.12 Name: BKO		overview gable 3/250 plus P8	
		Zeichn. Nr.: 73 3483.0-11-1			
Index	Änderung	Datum	Name	Ersatz für:	



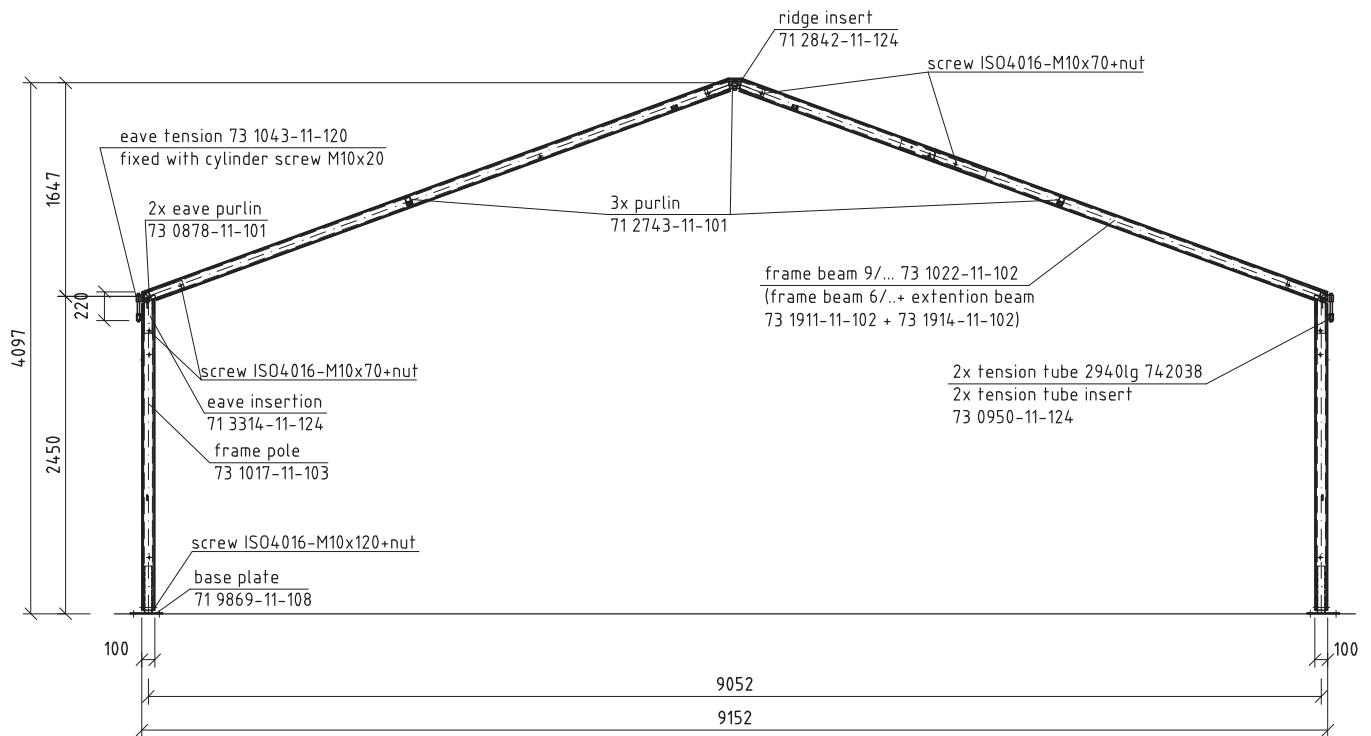
section A-A
M 1:5



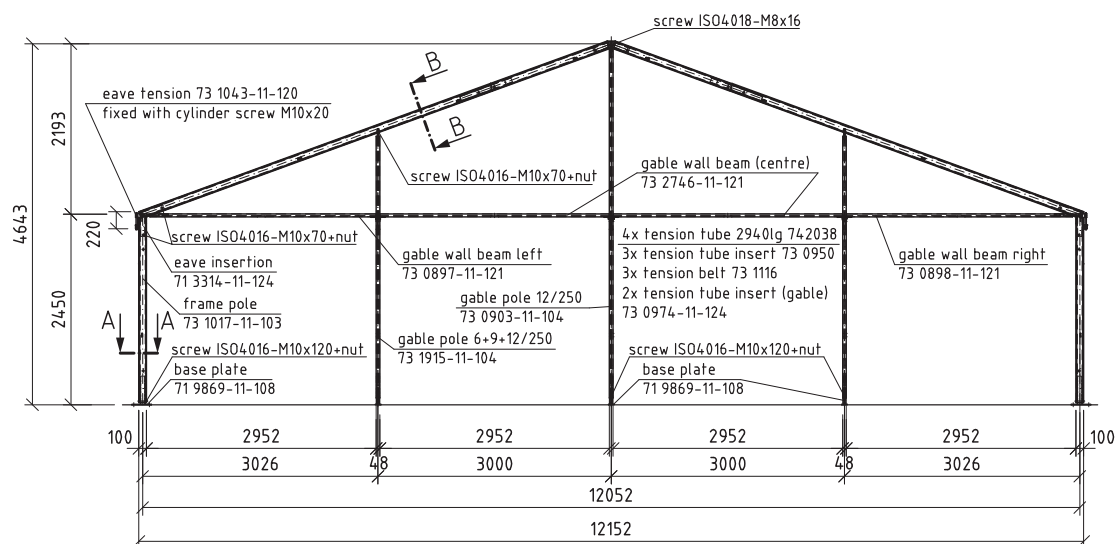
section B-B
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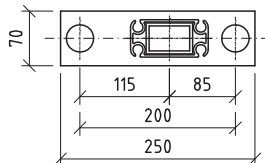
LOSBERGER		Diese Zeichnung darf ohne unsere Genehmigung weder kopiert noch Dritten Personen oder Konkurrenzfirmen zugänglich gemacht werden (Par. 15, 16 d. FS. v. 1905/1901)		Maßstab: 1:30	Überfläche:
				multiflex plus 9/250 P8 (system 9052)	
		Bearb.	18.02.15	IM	
		Gepr.			
		Ges.			
Allgemeinlängen nach ISO 2768-m + Hausnorm 7004-T				Zeichn. Nr.:	SK 3890-1
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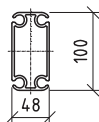
		Diese Zeichnung darf ohne unsere Genehmigung weder kopiert noch dritten Personen oder Konkurrenzfirmen zugänglich gemacht werden (Par. 15, 16 d. FS. v. 1905/1901)		Maßstab: 1:30	Überfläche:
		Bearb.	18.02.15	IM	multiflex plus 9/250 P8 (system 9052)
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		Ges.			truss
		Allgemeintoleranzen nach ISO 2768-m + Hausnorm 7004-T		Zeichn. Nr.:	SK 3890-1
Index	Änderung	Datum	Name	Ersatz für:	



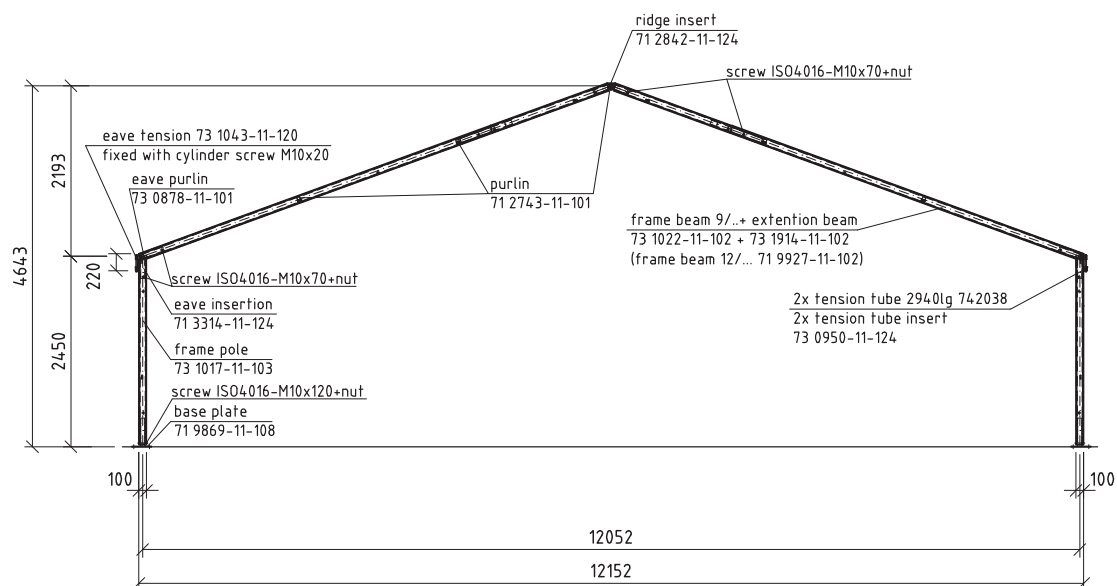
section A-A
M 1:5



section B-B
M 1:5



LOSBERGER		Diese Zeichnung darf ohne unsere Genehmigung weder kopiert noch Dritten Personen oder Konkurrenzfirmen zugänglich gemacht werden (Par. 15, 16 d. FS. v. 1905/1901)		Maßstab: 1:50	Überfläche:
				multiflex plus 12/250 P8 (system: 12052mm)	
				gable	
				Zeichn. Nr.: SK 3890-1	
Index	Änderung	Datum	Name	Ersatz für:	



			Diese Zeichnung darf ohne unsere Genehmigung weder kopiert noch dritten Personen oder Konkurrenzfirmen zugänglich gemacht werden (Par. 15, 16 d. B.G. v. 1905/1901)		Maßstab: 1:50	Überfläche:
			Bearb.	10.07.14	IM	multiflex plus 12/250 P8 (system: 12052mm)
			Gepr.			
			Ges.			truss
			Allgemeinlizenzen nach ISO 2768-m + Hausnorm 7004-T			Zeichn. Nr.: SK 3890-1
Index	Änderung	Datum	Name	Ersatz für:		

EXHIBIT B

UNCONDITIONAL AGREEMENT AND CONSENT

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

WHEREAS, New Trier Township School District 203 ("***School District***") desires to construct temporary tents ("***Temporary Tents***") during the COVID-19 pandemic to provide a safer school environment and lessen the risk of the spread of the illness; and

WHEREAS, pursuant to Section 17.54.010 of the Village Code, the School District submitted applications to erect and use Temporary Tents for a period not to exceed 180-days in a 12-month period at the New Trier High School West Campus at 385 Winnetka Avenue as depicted in Exhibit A to this Resolution (collectively, "***Tent Locations***"); and

WHEREAS, Resolution R-69-2020, adopted by the Village Council on October 20, 2020 ("***Resolution***"), grants approval to the School District for the erection and use of Temporary Tents at the Tent Locations; and

WHEREAS, Section 5 of the Resolution provides, among other things, that the Resolution will be of no force or effect unless and until the School District has filed, within 30 days following the passage of the Resolution, its unconditional agreement and consent to accept and abide by each and all of the terms, conditions, and limitations set forth in the Resolution;

NOW, THEREFORE, the School District hereby agrees and covenants as follows:

1. The School District does hereby unconditionally agree to accept, consent to, and abide by each and all of the terms, conditions, limitations, restrictions, and provisions of the Resolution.
2. The School District acknowledges that required procedures have been properly followed with respect to the adoption of the Resolution, has considered the possibility of the revocation provided for in the Resolution, and agrees not to challenge any such revocation on the grounds of any procedural infirmity or a denial of any procedural right.
3. The School District 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 approval for the erection of the Temporary Tents and the adoption of the Resolution, and that the Village's approvals do not, and will not, in any way, be deemed to insure the School District against damage or injury of any kind and at any time.
4. The School District represents and warrants that it has received the consent from the owners of all the Temporary Locations not owned by the School District to erect the Temporary Tents thereon.

October 20, 2020

R-69-2020

5. The School District does 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 Resolution granting approval to erect the Temporary Tents at the Tent Locations.

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

Dated: _____, 2020

ATTEST:

**NEW TRIER TOWNSHIP
SCHOOL DISTRICT 203**

By: _____
Its: _____

By: _____
Its: President

David Schoon

From: Joyce [REDACTED] >
Sent: Thursday, October 8, 2020 5:46 PM
To: Planning
Cc: Dr. M.J. Jiaras
Subject: Case No. 20-30-V2

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

Hello,

We are neighbors of New Trier High School. We live across the street at 366 Winnetka Ave.

We are wholeheartedly supportive of the tents on the south side of the school. Very happy that New Trier is finding ways to safely bring the students back in person. Our son is a 2020 NT graduate. The faculty has done an amazing job in supporting our children.

Best,
Joyce Bruce Jiaras
[REDACTED]



Agenda Item Executive Summary

Title: Ordinance No. M-23-2021: Authorizing the Disposition of Surplus Personal Property Owned by the Village of Winnetka (Introduction/Adoption)

Presenter: Marc Hornstein, Chief of Police

Agenda Date: 12/07/21

Consent: ☐ YES ☒ NO

- ☒ Ordinance
- ☐ Resolution
- ☐ Bid Authorization/Award
- ☐ Policy Direction
- ☐ Informational Only

Item History:

None

Executive Summary:

During the calendar year, the Village of Winnetka's Police Department, Fire Department, Public Works Department, and Water & Electric Department have identified materials and equipment that have reached the end of their useful lives, are not capable of re-use, or are no longer useful to the Village. A listing of specific items identified are contained as Exhibit A of the Ordinance.

The Water & Electric Department routinely monitors the condition of its equipment and retires equipment such as transformers, meters, switchgear, and cable as it becomes obsolete or too costly to repair, or when it becomes unsuitable for further use due to factors such as its size, short length, mechanical damage or electrical failure. Cable, switchgear and meters are disposed of through a recycling center. Transformers are disposed of using vendors that specialize in the recycling or re-manufacture of utility type transformers.

The Police Department gains possession of abandoned, lost, stolen, or illegally-posessed personal property and transfers custody of this personal property to the Village pursuant to Section 3 of the Illinois Law Enforcement Disposition of Property Act, 765 ILCS 1030/3.

Staff is requesting the disposal of thirty five department owned firearms that are past their useful life and/or have been replaced with other firearms. Glock 22, 40 caliber semi-automatic pistols. Serial numbers: SFM746 through SFM775, and SMH770 through SMH774. These firearms will be sold and transferred to a Federal Firearms Licensee that specializes in police equipment. In addition to the firearms, there are ammunition magazines and accessories that require disposal along with expired soft body armor and hand held ballistic shields.

Staff is requesting the disposal of outdated vehicle diagnostic equipment and other tools from public works that include: Mac tools-Refrigerant Management Center, Motorvac Technologies - Transmission Fluid Exchanger, Tennant Floor Scrubber, Sun-Industrial Diesel Tune IDT 4000, Sun - Motorvac Carbonclean System, Sun- Battery Tester, Lincoln Electric Linewelder. Staff is requesting the disposal of six Hasley Taylor water fountains. Additionally, staff is requesting the disposal of a Life Fitness exercise bicycle.

Staff is also requesting to dispose of three vehicles that are past their useful life and/or have been replaced with other vehicles. The vehicles will be sold through an on-line auction service.

Executive Summary (continued):

These vehicles are as follows:

2000 GMC Sonoma (VIN #1GTCS1953Y8263852) - 65,639 miles, PW.

2003 Freightliner FL80(VIN #1FVHBXBS13HK59840) - 98,423 miles,PW.

2007 Dodge Dakota (VIN #1D7HW22K97S242897) - 83,069 miles, PW.

Ordinance No. M-23-2021, prepared by the Village Attorney, authorizes the Village Manager, or his designee, to dispose of such items of Surplus Property deemed to be no longer necessary or useful to the Village during the 2021 calendar year in a manner to be determined by the Village Manager, in his discretion. The ordinance also authorizes the Village President and Village Clerk to execute and attest, all documents necessary to complete the disposition of the Surplus Property.

Recommendation:

Consider waiving introduction of Ordinance No. M-23-2021 and consider adoption of the Ordinance OR consider only introduction of Ordinance No. M-23-2021.

The Ordinance would authorize the disposition of surplus personal property owned by the Village of Winnetka.

Attachments:

1. Ordinance No. M-23-2021: An Ordinance Authorizing the Disposition of Surplus Personal Property Owned by the Village of Winnetka

- Exhibit A - Surplus Property

ATTACHMENT 1

ORDINANCE NO. M-23-2021

**AN ORDINANCE
AUTHORIZING THE DISPOSITION OF
SURPLUS PERSONAL PROPERTY
OWNED BY THE VILLAGE OF WINNETKA**

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

WHEREAS, the Village has identified certain: (i) equipment and materials owned by the Village and used by the Village Administration, Public Works, and Police Departments that have reached the end of their useful lives, are not capable of re-use by the Village, and are no longer necessary or useful to, or for the best interests of, the Village; and (ii) items of abandoned, lost, stolen, or illegally-possessioned personal property in the custody of the Village pursuant to Section 3 of the Illinois Law Enforcement Disposition of Property Act, 765 ILCS 1030/3, which personal property is not necessary or useful to, or for the best interests of, the Village that have reached the end of their useful lives, are not capable of re-use by the Village, and are no longer necessary or useful to, or for the best interests of, the Village (collectively, the "***Surplus Property***"); and

WHEREAS, the Village Council desires to authorize the Village Manager to dispose of the Surplus Property; and

WHEREAS, the Village Council has determined that it is in the best interests of the Village to authorize the Village Manager to dispose of Surplus Property as set forth in this Ordinance;

NOW, THEREFORE, be it ordained by the Council of the Village of Winnetka 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: AUTHORIZATION TO DISPOSE OF SURPLUS PROPERTY. Pursuant to the Village's home rule authority, the Village Council hereby authorizes the Village Manager, or the Manager's designee, to dispose of the Surplus Property listed in **Exhibit A** attached, and by this reference incorporated into this Ordinance, in a manner to be determined by the Village Manager, in the Manager's discretion.

SECTION 3: EXECUTION OF REQUIRED DOCUMENTATION. The Village Manager and the Village Clerk are hereby authorized to execute and attest, on behalf of the Village, all documents necessary to complete the disposition of the Surplus Property authorized pursuant to Section 2 of this Ordinance.

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

[SIGNATURE PAGE FOLLOWS]

PASSED this 7th day of December 2021, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this ____ day of _____, 2021.

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 _____, 2021.

Introduced: December 7th, 2021

Passed and Approved: December 7th, 2021

EXHIBIT A

SURPLUS PROPERTY

Department	Make	Model	Serial or VIN Number	Miles/Hours
Public Works	Mac tools -Refrigerant Management Center	AC800	3801-060395-005	N/A
Public Works	Motorvac Technologies Inc -Transmission Fluid Exchanger	MTT-1150	115050	N/A
Public Works	Tennant - Floor Scrubber	480	N/A	N/A
Public Works	Sun - Industrial Diesel Tune: IDT 4000	EEFS 103A	A961900115	N/A
Public Works	Sun - Motorvac Carbonclean System	EEFS100C	C97446281	N/A
Public Works	Sun -Battery Tester	VAT-60	11 89 E 6890	N/A
Public Works	Lincoln Electric Co - Lincwelder	1177	RA2U962	N/A
Public Works	Dodge	2007 Dakota	1D7HW22K97S242897	83069
Public Works	GMC	2000 Sonoma	1GTCS1953Y8263852	65639
Public Works	Freightliner	2003-FL80	1FVHBXBS13HK59840	98423
Public Works	Hasley Taylor Water Fountain	HA8FSBLQ1E	30416230	N/A
Public Works	Hasley Taylor Water Fountain	HA8FSBLQ1E	30322192	N/A
Public Works	Hasley Taylor Water Fountain	HA8FSBLQ1E	30813119	N/A
Public Works	Hasley Taylor Water Fountain	HA8FSBLQ1E	30322192	N/A
Public Works	Hasley Taylor Water Fountain	HA8FSBLQ1E	30416230	N/A
Public Works	Hasley Taylor Water Fountain	HA8FSBLQ1E	30813119	N/A
Manager's Office	Life Cycle Fitness Exercise Bicycle	9500HR	Village Tracking #28-1062	N/A
Police	Glock - 40 Caliber Semi-Automatic Pistol	22	SFM746	N/A
Police	Glock - 40 Caliber Semi-Automatic Pistol	22	SFM747	N/A
Police	Glock - 40 Caliber Semi-Automatic Pistol	22	SFM748	N/A
Police	Glock - 40 Caliber Semi-Automatic Pistol	22	SFM749	N/A

Police	Glock - 40 Caliber Semi-Automatic Pistol	22	SFM750	N/A
Police	Glock - 40 Caliber Semi-Automatic Pistol	22	SFM751	N/A
Police	Glock - 40 Caliber Semi-Automatic Pistol	22	SFM752	N/A
Police	Glock - 40 Caliber Semi-Automatic Pistol	22	SFM753	N/A
Police	Glock - 40 Caliber Semi-Automatic Pistol	22	SFM754	N/A
Police	Glock - 40 Caliber Semi-Automatic Pistol	22	SFM755	N/A
Police	Glock - 40 Caliber Semi-Automatic Pistol	22	SFM756	N/A
Police	Glock - 40 Caliber Semi-Automatic Pistol	22	SFM757	N/A
Police	Glock - 40 Caliber Semi-Automatic Pistol	22	SFM758	N/A
Police	Glock - 40 Caliber Semi-Automatic Pistol	22	SFM759	N/A
Police	Glock - 40 Caliber Semi-Automatic Pistol	22	SFM760	N/A
Police	Glock - 40 Caliber Semi-Automatic Pistol	22	SFM761	N/A
Police	Glock - 40 Caliber Semi-Automatic Pistol	22	SFM762	N/A
Police	Glock - 40 Caliber Semi-Automatic Pistol	22	SFM763	N/A
Police	Glock - 40 Caliber Semi-Automatic Pistol	22	SFM764	N/A
Police	Glock - 40 Caliber Semi-Automatic Pistol	22	SFM765	N/A
Police	Glock - 40 Caliber Semi-Automatic Pistol	22	SFM766	N/A
Police	Glock - 40 Caliber Semi-Automatic Pistol	22	SFM767	N/A
Police	Glock - 40 Caliber Semi-Automatic Pistol	22	SFM768	N/A
Police	Glock - 40 Caliber Semi-Automatic Pistol	22	SFM769	N/A
Police	Glock - 40 Caliber Semi-Automatic Pistol	22	SFM770	N/A
Police	Glock - 40 Caliber Semi-Automatic Pistol	22	SFM771	N/A

December 7, 2021

M-23-2021

Police	Glock - 40 Caliber Semi-Automatic Pistol	22	SFM772	N/A
Police	Glock - 40 Caliber Semi-Automatic Pistol	22	SFM773	N/A
Police	Glock - 40 Caliber Semi-Automatic Pistol	22	SFM774	N/A
Police	Glock - 40 Caliber Semi-Automatic Pistol	22	SFM775	N/A
Police	Glock - 40 Caliber Semi-Automatic Pistol	22	SMH770	N/A
Police	Glock - 40 Caliber Semi-Automatic Pistol	22	SMH771	N/A
Police	Glock - 40 Caliber Semi-Automatic Pistol	22	SMH772	N/A
Police	Glock - 40 Caliber Semi-Automatic Pistol	22	SMH773	N/A
Police	Glock - 40 Caliber Semi-Automatic Pistol	22	SMH774	N/A



Agenda Item Executive Summary

Title: Ordinance No. M-24-2021: Mathnasium - 1054 Gage Street (Introduction/Adoption)

Presenter: David Schoon, Community Development Director

Agenda Date: 12/07/2021

Consent: ☐ YES ☒ NO

- | | |
|-------------------------------------|-------------------------|
| ☒ | Ordinance |
| ☐ | Resolution |
| ☐ | Bid Authorization/Award |
| ☐ | Policy Direction |
| ☐ | Informational Only |

Item History:

None

Executive Summary:

On December 7, 2021, the Village Council is scheduled to consider Ordinance No. M-24-2021, in response to a special use permit application submitted by Schoolhouse 4 Math, LLC (the "Applicant"), a franchisee of Mathnasium, as the prospective lessee of the property located at 1054 Gage Street, Winnetka, IL (the "Subject Property"), to allow the expansion of an existing math learning and tutoring center into the Subject Property. The Applicant would be expanding its current math tutoring center at 1060 Gage Street to also include the Subject Property.

PLAN COMMISSION REVIEW

The Plan Commission (PC) considered the request at its regular meeting on November 17, 2021. After hearing from the Applicant and no one from the public, the PC briefly discussed the request. The Commission found that the proposed tutoring center meets the special use standards to allow the Applicant to expand its existing tutoring center to also include the adjacent space and recommended, by a vote of 6-0, approval of the special use permit, subject to Applicant continuing to be required to purchase and maintain parking passes for the upper level of the Village's Hubbard Woods parking structure and to require all of its employees to park in the parking structure.

Details of the request can be found in the attached staff report to the PC (Attachment 2). Draft minutes of the PC meeting are included at the end of Attachment 2.

Recommendation:

Given the Plan Commission unanimously recommended approval of the requested special use, the Council may wish to (a) consider waiving introduction of Ordinance No. M-24-2021 and consider adoption of the Ordinance, OR (b) consider only introduction of Ordinance No. M-24-2021.

Attachments:

1. Ordinance No. M-24-2021: An Ordinance Granting a Special Use Permit to Allow the Operation of a Tutoring Center Within the C-2 Commercial Overlay District (1054 Gage Street Avenue)
2. November 10, 2021 PC Staff Report and Attachments and Draft November 17, 2021, Plan Commission Meeting Minutes

ORDINANCE NO. M-24-2021

AN ORDINANCE GRANTING A SPECIAL USE PERMIT
FOR THE OPERATION OF A TUTORING CENTER WITHIN
THE C-2 COMMERCIAL OVERLAY DISTRICT OF THE VILLAGE
(1054 Gage Street)

WHEREAS, Schoolhouse 4 Math, LLC d/b/a Mathnasium of Winnetka ("*Applicant*"), is the prospective lessee of the property commonly known as 1054 Gage Street, Winnetka, Illinois, and legally described in **Exhibit A** attached to and, by this reference, made a part of this Ordinance ("*Subject Property*"); and

WHEREAS, 1054-1060 Gage Street LLC 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, "*C-2 Commercial Overlay District*"); and

WHEREAS, Applicant operates a tutoring center within the premises located at 1060 Gage Street ("*Existing Tutoring Center*"), immediately adjacent to the Subject Property, as authorized by the special use permit approved by the Village Council pursuant to Ordinance No. M-8-2018; and

WHEREAS, Applicant desires to expand the operations of the Existing Tutoring Center into the Subject Property; and

WHEREAS, a tutoring center qualifies as a business educational use pursuant to the table of uses set forth in Section 17.46.010 of the Winnetka Zoning Ordinance ("*Zoning Ordinance*"); and

WHEREAS, pursuant to Section 17.44.020 and the table of uses set forth in Section 17.46.010 of the Zoning Ordinance, the operation of a business educational use is not permitted within the C-2 Commercial Overlay District without a special use permit; and

WHEREAS, on October 8, 2021, Applicant filed an application for a special use permit pursuant to Section 17.44.020.B and Chapter 17.56 of the Zoning Ordinance to allow the operation of a tutoring center at the Subject Property ("*Special Use Permit*"); and

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

WHEREAS, on November 17, 2021, after due notice thereof, the Plan Commission conducted a public hearing on the proposed Special Use Permit and, by a vote of six in favor and zero opposed, recommended that the Village Council approve the Special Use Permit; and

WHEREAS, the Village Council has determined that approval of the proposed Special Use Permit for the operation of a tutoring center at the Subject Property satisfies the standards for the

approval of special use permits within the C-2 Commercial Overlay District set forth in Chapter 17.56 and Section 17.44.020.B of the Zoning Ordinance and is in the best interest of the Village and its residents;

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

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

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

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

- A. Commencement of Construction. Applicant must commence operation of the tutoring center on the Subject Property no later than 12 months after the effective date of this Ordinance.
- B. Employee Parking. Applicant must: (i) purchase from the Village and maintain employee parking passes for the upper level of the Village's Hubbard Woods parking structure ("***Parking Structure***"); and (ii) require all of its employees, contractors, and agents working on the Subject Property to park on the upper level of the Parking Structure while working on the Subject Property and not in other public parking spaces.
- C. 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.
- D. Reimbursement of Village Costs. In addition to any other costs, payments, fees, charges, contributions, or dedications required under applicable Village codes, ordinances, resolutions, rules, or regulations, Applicant must pay to the Village, promptly upon presentation of a written demand or demands therefor, of all fees, costs, and expenses incurred or accrued in connection with the review, negotiation, preparation, consideration, and review of this Ordinance. Payment of all such fees, costs, and expenses for which demand has been made shall be made by a certified or cashier's check. Further, Applicant must pay upon demand all costs incurred by the Village for publications and recordings required in connection with the aforesaid matters.
- E. Compliance with Plans. The development, use, and maintenance of the tutoring center at the Subject Property must be in general accordance with the Floor Plan submitted by Applicant, consisting of one sheet, a copy of which is attached to and,

by this reference, made a part of this Ordinance as **Exhibit B**, except for minor changes and site work approved by the Director of Community Development (within the Director's permitting authority) in accordance with all applicable Village codes, ordinances, and standards.

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

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

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

SECTION 7: EFFECTIVE DATE.

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

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

B. In the event that Applicant and Owner do not file with the Village Clerk a fully executed copy of the unconditional agreement and consent described in Section 7.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 7 day of December, 2021, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this ____ day of _____, 2021.

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 _____,
2021.

Introduced: December 7, 2021

Passed and Approved: _____, 2021

EXHIBIT A
LEGAL DESCRIPTION OF SUBJECT PROPERTY

THE WEST 46.83 FEET OF THE EAST 96.83 FEET OF LOT 1 IN BLOCK 5 IN JARED GAGE'S SUBDIVISION OF PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF FRACTIONAL SECTION 17, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO PART OF THE WEST HALF OF THE NORTHWEST QUARTER OF FRACTIONAL SECTION 17, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as 1054 Gage Street, Winnetka, Illinois.

PIN: 05-17-123-002-0000

EXHIBIT B FLOOR PLAN

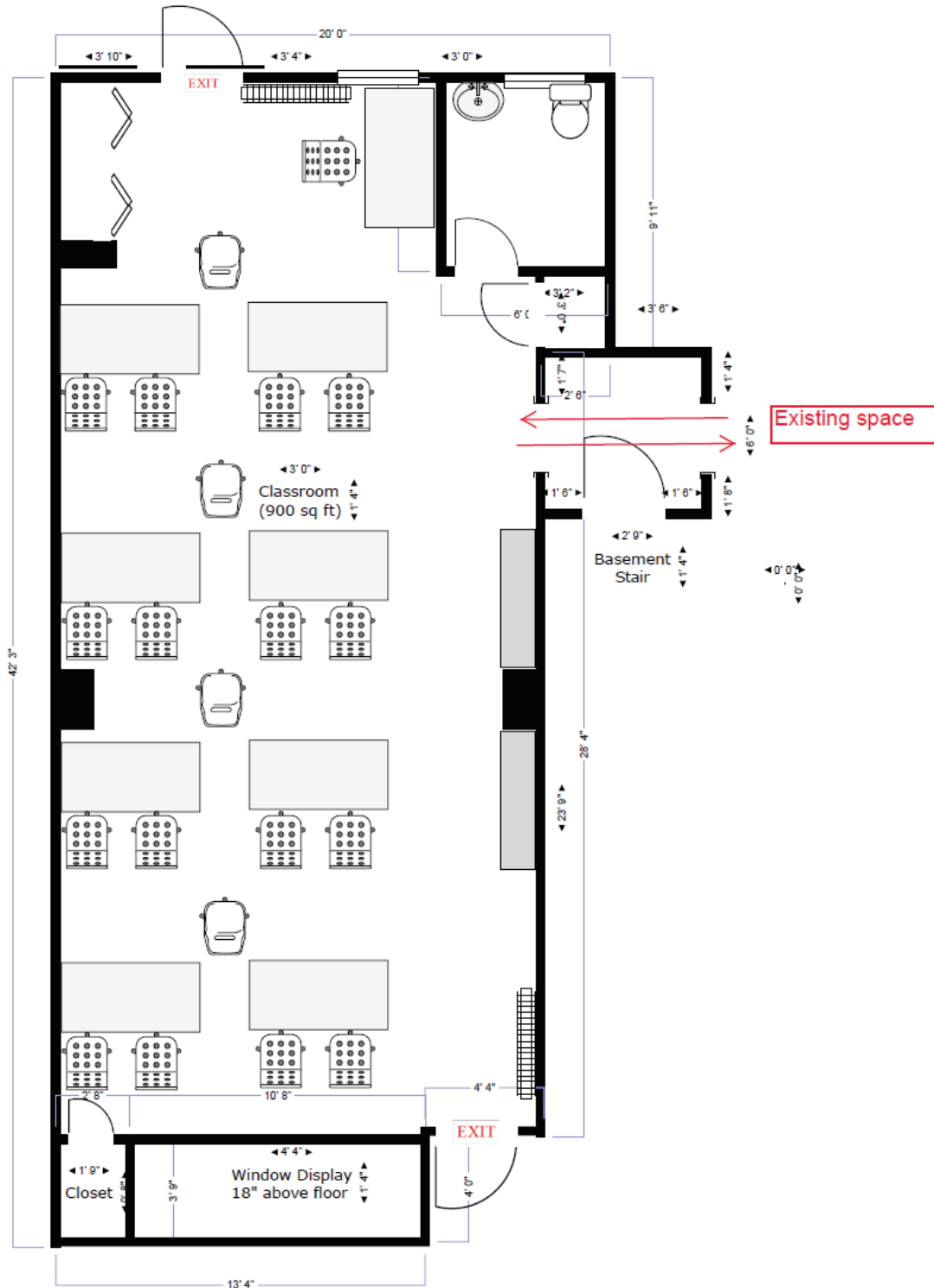


EXHIBIT C
UNCONDITIONAL AGREEMENT AND CONSENT

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

WHEREAS, Schoolhouse 4 Math, LLC d/b/a Mathnasium of Winnetka ("***Applicant***"), desires to operate a tutoring center located at 1054 Gage Street in the Village ("***Subject Property***"); and

WHEREAS, 1054-1060 Gage Street LLC ("***Owner***"), is the record title owner of the Subject Property and consents to the operation of a tutoring center by Applicant at the Subject Property; and

WHEREAS, Applicant operates a tutoring center within the premises located at 1060 Gage Street ("***Existing Tutoring Center***"), immediately adjacent to the Subject Property, as authorized by the special use permit approved by the Village Council pursuant to Ordinance No. M-8-2018; and

WHEREAS, Applicant desires to expand the operations of the Existing Tutoring Center into the Subject Property; and

WHEREAS, Ordinance No. M-24-2021, adopted by the Village Council on _____, 2021 ("***Ordinance***"), grants a special use permit to Applicant for the operation of a tutoring center at the Subject Property within the C-2 General Retail Commercial District and the C-2 Commercial Overlay District of the Village; and

WHEREAS, Section 7 of the Ordinance provides, among other things, that the Ordinance will be of no force or effect unless and until Applicant and Owner have filed, within 60 days following the passage of the Ordinance, their unconditional agreement and consent to accept and abide by each and all of the terms, conditions, and limitations set forth in the Ordinance;

NOW, THEREFORE, Applicant and Owner do hereby agree and covenant as follows:

1. Applicant and Owner do hereby unconditionally agree to accept, consent to, and abide by each and all of the terms, conditions, limitations, restrictions, and provisions of the Ordinance.

2. Applicant and Owner acknowledge that public notices and hearings have been properly given and held with respect to the adoption of the Ordinance, have considered the possibility of the revocation provided for in the Ordinance, and agree not to challenge any such revocation on the grounds of any procedural infirmity or a denial of any procedural right.

3. Applicant and Owner acknowledge and agree that the Village is not and will not be, in any way, liable for any damages or injuries that may be sustained as a result of the Village's grant of a special use permit for the Subject Property or its adoption of the Ordinance, and that the

Village's approvals do not, and will not, in any way, be deemed to insure Applicant or Owner against damage or injury of any kind and at any time.

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

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

Dated: _____, 2021

ATTEST:

**SCHOOLHOUSE 4 MATH LLC D/B/A
MATHNASIUM OF WINNETKA**

By: _____

By: _____

Its: _____

Its: _____

ATTEST:

1054-1060 GAGE STREET LLC

By: _____

By: _____

Its: _____

Its: _____



MEMORANDUM VILLAGE OF WINNETKA

COMMUNITY DEVELOPMENT DEPARTMENT

TO: PLAN COMMISSION
FROM: ANN KLAASSEN, SENIOR PLANNER
DATE: NOVEMBER 10, 2021
SUBJECT: 1054 GAGE STREET - MATHNASIUM - SPECIAL USE PERMIT (CASE NO. 21-36-SU)

INTRODUCTION

On November 17, 2021, the Plan Commission is scheduled to hold a public hearing to consider an application submitted by Schoolhouse 4 Math, LLC (the "Applicant"), a franchisee of Mathnasium, as the prospective lessee of the property located at 1054 Gage Street, Winnetka, IL (the "Subject Property"), **to allow the expansion of an existing math learning and tutoring center into the Subject Property.** The property is currently owned by John C. Dini.

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 tutoring center in the C-2 General Retail Commercial Overlay District at the Subject Property. The Applicant would be expanding its current math tutoring center at 1060 Gage Street to include the Subject Property.

A sign has been posted on the Subject Property and a website notice has been posted on the Village website indicating the time and date of the Plan Commission public meeting. A mailed notice has been sent to property owners within 500 feet of the Subject Property. As of the date of this memo, staff has not received any written comment from the public regarding this application.

PROPERTY DESCRIPTION

The Subject Property is one of the first floor commercial spaces located in the multi-use building at 1054-1062 Gage Street, located on the south side of Gage Street between Green Bay Road and Tower Court. The approximately 900 square foot space at 1054 Gage Street has been unoccupied since early September 2021 and was most recently occupied by *The Laundry Mutt*. The Applicant currently occupies the commercial space immediately west of the Subject Property. Neighboring businesses include *Kyoto Japanese Restaurant* and *Once Upon a Bagel*. Figures 2 through 4 on the following pages identify the Subject Property and neighboring businesses.

The Subject Property is located within the Village's **Commercial Overlay District**, which allows non-retail uses, including educational uses, such as tutoring centers; however, the Zoning Ordinance requires that they be evaluated by the Plan Commission and Village Council as a special use.



Figure 1 – Subject Property – 1054 Gage Street

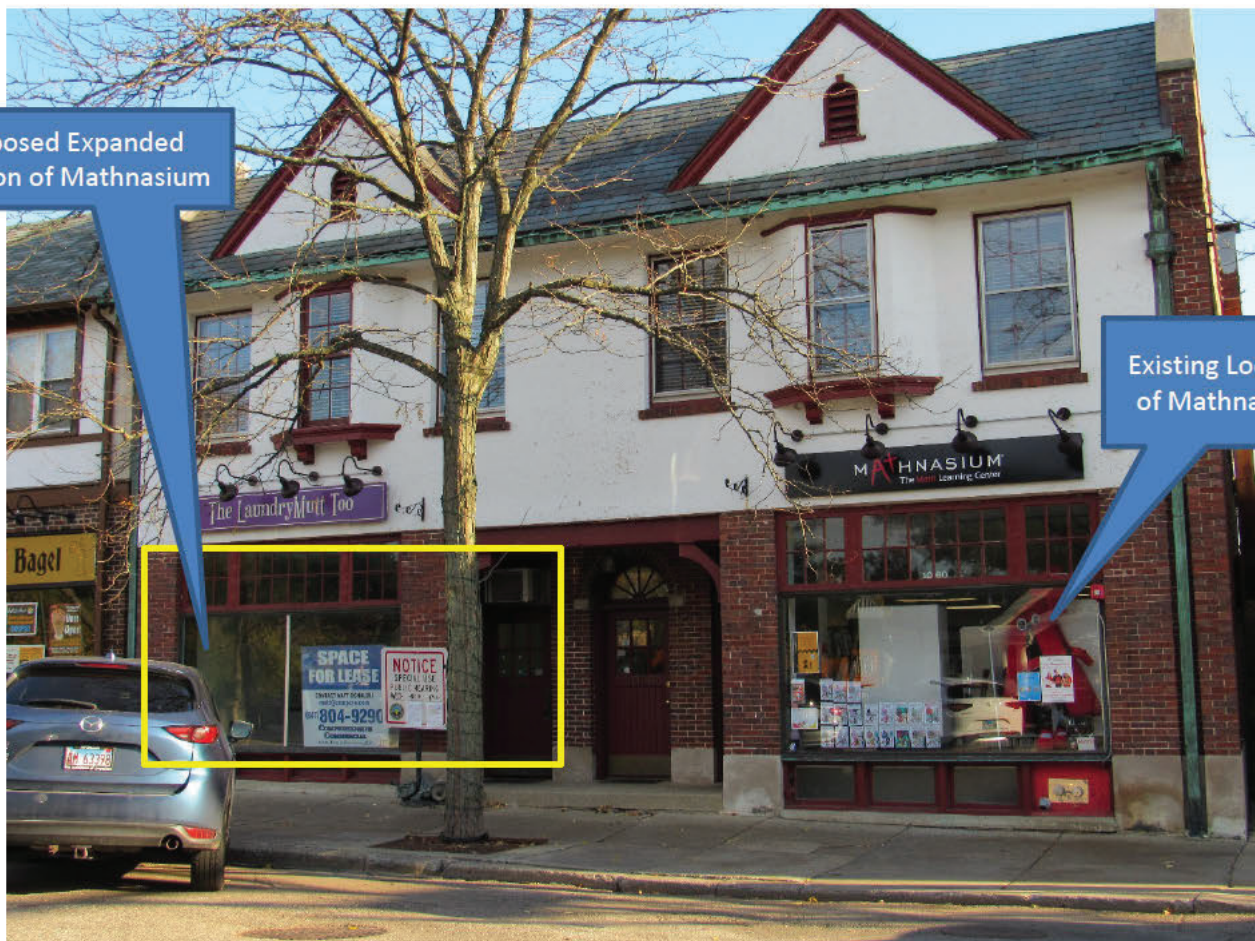


Figure 2 – Subject Property – 1054-1062 Gage Street



Figure 3 – Neighboring Business - Once Upon a Bagel



Figure 4 – Neighboring Business – Kyoto Japanese Restaurant

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. The amendments went into effect on July 4, 2019 and did not impact an educational service business such as the Applicant’s proposed use of the Subject Property, such use previously required approval of a special use permit, as it does today.

HUBBARD WOODS BUSINESS DISTRICT OVERLAY BOUNDARIES

A map depicting the zoning classifications of the Hubbard Woods Business District is included below as Figure 5. The Subject Property 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.

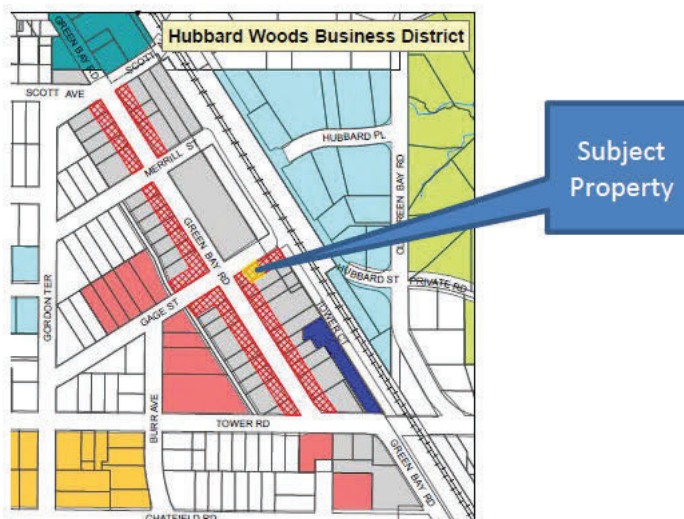


Figure 5 – Hubbard Woods Business District

DESCRIPTION OF REQUEST

As previously stated, the Applicant is proposing to expand its current location at 1060 Gage Street to include the Subject Property, an approximately 900 square foot space with 17.5 feet of street frontage. The Applicant's current space is the mirror image of its proposed space, 900 square feet and 17.5 feet of street frontage. If approved by the Village Council, the Applicant would occupy 1,800 square feet and 35 feet of street frontage.

Currently, the Applicant has 15 to 25 students per day, with 5-7 staff members. The hours of operation are 3:00pm until 7:00pm on weekdays and 10:00am until 4:00pm on weekends. As described by the Applicant in the attached application materials (Attachment A), the existing location has grown quickly but is limited in serving the growing demand due to the size of the existing space. With the additional space the Applicant is proposing to occupy, they expect approximately 30-50 students a day. Sessions are scheduled for an hour and start and end every 15 minutes to minimize the number of students turning over at any given time. The Applicant also anticipates 6-8 staff on site, during the busiest times.

The Applicant has provided a floor plan representing the proposed layout of the space (Figure 6). The two spaces would be connected by an existing hallway towards the rear of the spaces. The main entrance to the space would remain in its current location, with additional means of egress through the rear and front doors of the proposed space.

In lieu of a professional parking study prepared for Mathnasium, the Applicant has submitted a narrative description of their existing and proposed use, together with a copy of a September 2017 study prepared for Figueroa Orthodontics at 1075 Gage Street, which is included in Attachment A. The Applicant submitted the same 2017 study for their initial special use permit application to occupy their current space. The Applicant states that staff has been directed to park in Village-designated spots for employees of businesses (Zone A spaces) in the Hubbard Woods parking structure. According to Village records, two "Zone A" parking passes have been purchased by Mathnasium. The Applicant states that their clients do not park for extended periods of time, and generally require a parking space for 5-10 minutes to drop-off and pick-up students.

On March 20, 2018, the Plan Commission considered the Applicant's initial special use permit application to operate in its current location. After hearing from the Applicant and the property owner, by a vote of 6-0, the Commission recommended approval of the special use permit subject to the condition that employees are required to purchase Village-issued parking passes and park in the upper level of the Hubbard Woods parking structure. Subsequently, the Village Council adopted Ordinance M-8-2018 approving the special use permit. The Ordinance includes a condition that the Applicant purchase and maintain employee parking passes for the upper level of the Village's Hubbard Woods parking structure and require all of its employees to park in the parking structure. For additional details, the minutes of the September 2018 Plan Commission meeting and Ordinance M-8-2018 are included in this report as Attachments B and C.

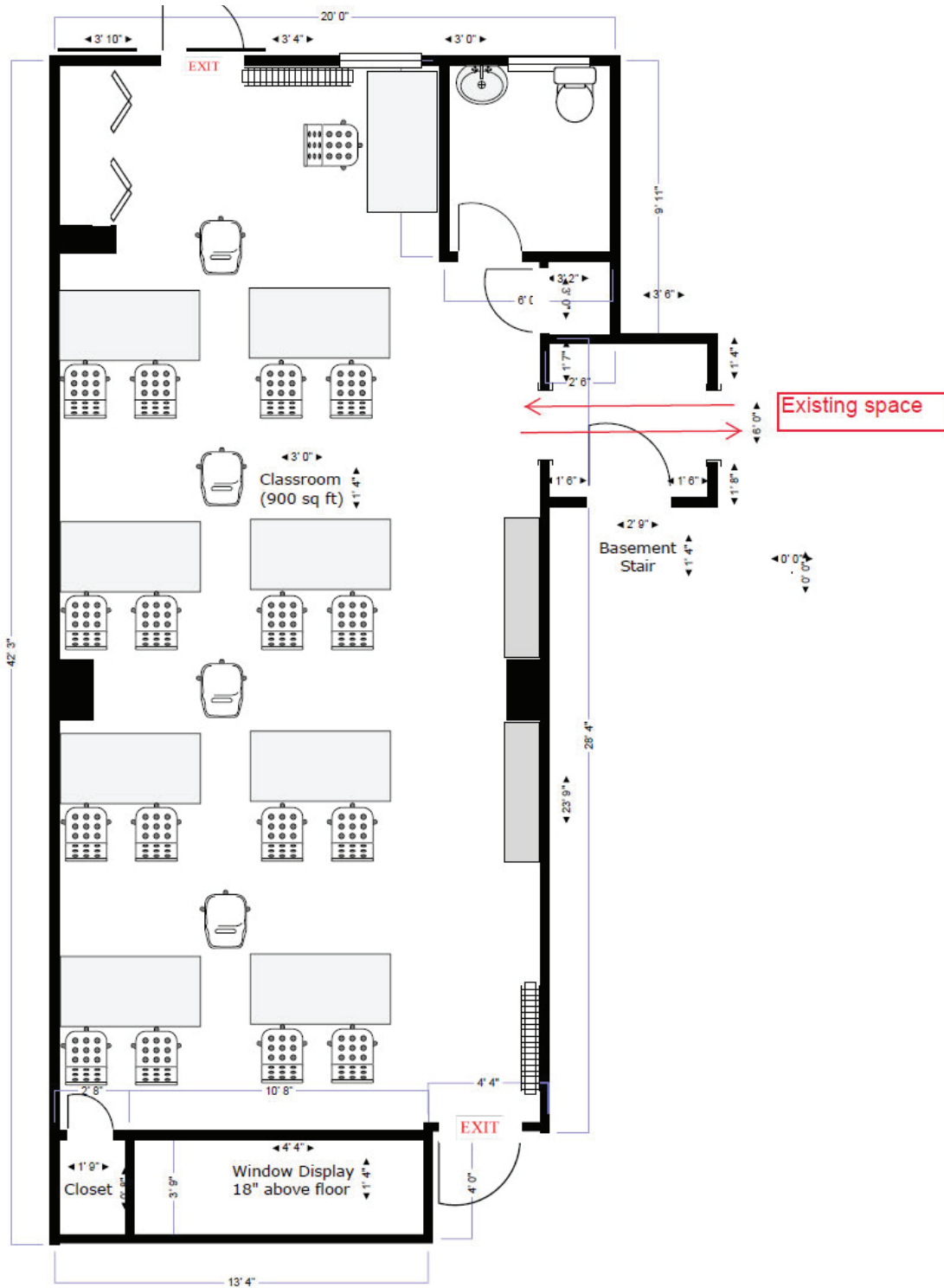


Figure 6 – Excerpt of Proposed Floor Plan

DESIGN REVIEW BOARD REVIEW

Any changes to the exterior of the commercial space or the addition of permanent signs or awnings to the front of the proposed space will require approval of a certificate of appropriateness by the Design Review Board. The Applicant has yet to submit such applications.

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. The Applicant has supplied as part of their application materials a narrative addressing how this proposal complies with the twelve (12) standards.

Following conclusion of public comment and Commission discussion, a Commission member may choose to make the following motion:

I make the motion that:

The Plan Commission recommends **approval [denial]** of the requested special use to allow the Applicant, Schoolhouse 4 Math, LLC, a franchisee of Mathnasium, to expand and operate its existing math learning and tutoring center at 1060 Gage Street into the space at 1054 Gage Street within the C-2 Commercial Overlay District, based on the following findings of fact:

“The proposed expanded tutoring center (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, 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 **the following condition(s)**:

1. The Applicant purchase and maintain employee parking passes for the upper level of the Village's Hubbard Woods parking structure and require all of its employees to park in the parking structure.
2. [Insert any additional 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 March 20, 2018 PC meeting minutes

Attachment C: Ordinance M-8-2018, adopted April 17, 2018

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. 21-36-SU

Property Information

Site Address: 1054 Gage Street

Proposed type of occupancy: Math Learning Center

Applicant Information

Name: Schoolhouse 4 Math, LLC

Address: 222 Northfield Road - Suite 201

City, State, ZIP: Northfield, IL 60093

Applicant Signature: Javier Steve Santacruz
Digitally signed by Javier Steve Santacruz
Date: 2021.10.08 08:59:57 -05'00'

Primary Contact: Javier Steve Santacruz

Phone No. 847-868-9620

Email: javier@mathnasium.com

Date: 10/08/2021

Attorney Information

Name: N/A

Primary Contact: _____

Address: _____

City, State, ZIP: _____

Phone No. _____

Email: _____

Architect Information

Name: N/A

Primary Contact: _____

Address: _____

City, State, Zip: _____

Phone No. _____

Email: _____

Property Owner Acknowledgment

I hereby certify that I am the owner of the property located at 1054 Gage Street, and have provided the attached proof of ownership.
(address)

I consent to the filing of an application for a Special Use Permit by Schoolhouse 4 Math, LLC.
(Applicant name)

Property Owner Signature: _____

Date: 10/08/2021

Printed Name: John Dini



Proposed Business:

J. Steve and Karen Santacruz have been a franchisee of Mathnasium – The Math Learning Center since 2010. They operate under the name Schoolhouse 4 Math in Northfield, IL. Schoolhouse 4 Math is a top franchisee in the Mathnasium system with its locations in Glenview and Kenilworth among the top centers across the US and Canada. In addition to Winnetka, Steve and Karen own seven Mathnasium centers in Illinois (Barrington, Glenview, Kenilworth, Lake Forest, Libertyville, Naperville and South Barrington) and three in California (Dana Point, Laguna Niguel, San Anselmo and San Clemente).

Schoolhouse 4 Math opened in Winnetka in 2018 due to the success of our location in Kenilworth. Through mapping of our customers, we determined that many Winnetka residents were students at Kenilworth and we were underserving the north Winnetka/south Glencoe community. The Winnetka location has quickly grown but it is limited in serving the demands of the community due to the size of its space (900 square feet). Mathnasium is applying for a Special Use to permit the expansion of its operation of a math learning center in approximately another 900 square feet at 1054 Gage Street.

Mathnasium is an after school supplemental education math learning center that provides individualized curriculum to every student based on detailed diagnostic assessments. Winnetka is now a self-standing location (not a satellite of Kenilworth) and operates from 3:00 pm until 7:00 pm during the week and on weekends from 10:00 am until 4:00 pm. With proximity to Hubbard Woods Elementary, Skokie, Washburn, Crow Island and Sacred Heart, it is our hope to provide a more convenient location for many of our customers.

Standards:

- 1. That the establishment, maintenance, and operation of the Special Use will not be detrimental to or endanger the public health, safety, comfort, morals, or general welfare;**

Mathnasium, one of the fastest growing franchise operations with over 900 centers in North America, offers customized math tutoring services helping kids in grades K-12 develop math skills through homework lessons and tutorials. The Mathnasium Method is a time-tested, personalized program, that employs diagnostics, instruction, worksheets, manipulatives, and games to build Number Sense, and with it, confidence and a deep understanding and lifelong love of mathematics. Our program and services should be a benefit to the community.

- 2. That the Special Use will not be substantially injurious to the use and enjoyment of other property in the immediate vicinity which are permitted by right in the district or districts of concern, nor substantially diminish or impair property values in the immediate vicinity;**

A special use permit was granted to Mathnasium back in 2018 for the space it currently occupies at 1060 Gage Street (adjacent to the subject space). The special use granted to Mathnasium for 1054 Gage to permit an expansion of its business will continue to have a positive impact on its neighbors. Since we opened, we have worked to establish partnerships with local businesses (such as Graeter's Ice Cream) for prizes stocked in our reward cabinet for the students. As projected during our initial 2018 application, many of our families are walking to and from the center providing an increase in foot traffic resulting in more business for our neighbors. Mathnasium's

business model involves one-hour appointments in which parents drop-off their children and pick them up after an hour. Accordingly, many parents have and will use the one-hour session time to relax at Hubbard Woods Park and/or patronize local businesses. As many of our students will be departing shortly before or at dinner time, several of the local restaurants may be seeing an increase in dining or carryout business.

While Mathnasium provides a social learning environment for its students, we do not have loud noises that would be a disturbance to the other businesses or residences. Our environment will continue to be bright and colorful adding positive family traffic that will only improve the value of the building we will occupy benefiting properties in the immediate vicinity.

3. That the establishment of Special Use will not impede the normal and orderly development or improvement of other property in the immediate vicinity for uses permitted by right in the district or districts of concern;

The initial special use granted Mathnasium in 2018 has not resulted in a disruption to other business in the area. It is expected that the special use permit being sought here will not impede the normal and orderly development or improvement of the other property in the immediate vicinity since all the planned renovations will take place on the interior of the property. In addition, Mathnasium will be doing very nominal work consisting primarily in light demolition and decorating.

4. That 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;

There will be no changes to the walkway and no changes to the roadways. There will be no change to the location of the entrance of the building. Further, there is sufficient street parking to accommodate the short-term visits of our families that will only need 5-10 minutes of parking time to drop off and pick up their children. There is also significant available parking in the village parking structure one block away for any customers planning to spend more time and for our employees to park.

5. That adequate parking, utilities, access roads, drainage, and other facilities necessary to the operation of the Special Use exists or are to be provided;

As we have done since we first opened in 2018, we plan to use the Hubbard Woods parking garage for our staff of 5-7. Our families and families can either utilize the same garage or use the available street parking on Gage St. and around Hubbard Woods Park. As our center primarily operates after school (3:00 pm until 7:00 pm), we will operate a time when the big traffic generator (Once Upon a Bagel) has already slowed down. Since we were originally granted a special use permit in 2018, we have not had any concerns about parking or traffic in the area resulting from our business.

- 6. That the Special Use in all other respects conforms to the applicable regulations of this and other village ordinances and codes;**

It is our understanding that the nature of our business as a tutoring/learning center is permitted under the Village ordinances and codes. In addition, our professional contractor will work with the Village of Winnetka to ensure that our use of the property conforms to the Village ordinances and codes. The minor demolition in the space and the decorating consistent with the requirements of our franchisor will be pursuant to national, state and local 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 of a comparison shopping nature;**

Mathnasium serves families in the community providing math learning and tutoring for students from 2nd through 12th grade. As previously noted, after dropping off their child at the center, many parents patronize nearby retail establishments such as Graeter's Ice Cream, Once Upon a Bagel, and Reprise Coffee Roasters. We also know that many of our families enjoy Hubbard Woods Park while they wait for their child's session to finish.

- 8. Proposed street frontages providing access to or visibility for one or more special uses shall provide for a minimum interruption in the existing and potential continuity and concentration of retail uses of a comparison shopping nature;**

There will be no change to the existing street frontages.

- 9. The proposed special use at the proposed location will provide for display windows, facades, signage and lighting similar in nature and compatible with that provided by retail uses of a comparison shopping nature;**

Mathnasium has no plans to alter the façade of the property other than to install a sandblasted wood sign consistent with the sign over the 1054 Gage Street side of the building. We are excited to use our second display window to bring out the fun learning environment of Mathnasium and to do so in a seasonal way.

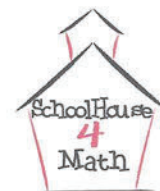
- 10. If a project or building has, proposes or contemplates a mix of retail, office and service type uses, and the retail portions of the project or building shall be located adjacent to the sidewalk. The minimum frontage for each retail use adjacent to the sidewalk shall be twenty (20) feet with a minimum gross floor area of four hundred (400) square feet. In addition, such retail space shall be devoted to active retail merchandising which maintains typical and customary hours of operation;**

Mathnasium offers supplemental educational services. The building itself is pre-existing and there will be minimal change to the exterior other than the installation of signage as previously described.

11. 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 of a comparison shopping nature.

As our center primarily operates after school (3:00 pm until 7:00 pm), we will operate a time when the big traffic generator (Once Upon a Bagel) has already slowed down. Many of our students walk from school (Sacred Heart and Hubbard Woods Elementary). For those driving to the center, it is primarily for the purpose of drop off and pick up with the anticipated parking time limited to 5 or 10 minutes. Our one-hour appointments are and scheduled to start every 15 minutes to spread out the drop off and pick up periods and to control our student overturn to 4 or 5 every 15 minutes. Between walking parents and students and ride sharing (consistent with our other centers), we would have no greater impact on parking as any other retail business would which is consistent with our current operations.





Direct Line: 847-868-9620
Email: jsteve@mathnasium.com

October 28, 2021

Village of Winnetka
Community Development
510 Green Bay Road
Winnetka, IL 60093

RE: Special Use Permit Application
Mathnasium of Winnetka

To Whom it may concern:

As part of our Special Use Permit Application, we would ask the Village to consider the evidence submitted in 2018 with our Special Use Permit Application for the adjacent space 1060 Gage Street that was previously approved for our math learning center. At this time, we are looking to expand our operation into 1054 Gage Street. During our initial process, we had reviewed the Gewalt Hamilton Associates, Inc. (GHA) parking occupancy and demand study that was submitted to the Village for consideration in another Special Use Permit application for Figueroa Orthodontics just down the street at 1075 Gage Street in Winnetka, Illinois. While there have been new businesses opened along Green Bay Road, we do not believe that their traffic and parking impact the analysis we provided in 2018 for the Gage Street and the Hubbard Woods Park area. I offer the following thoughts for your consideration.

To begin, it may be helpful to consider that the parking practices of our customers is not dissimilar to the business previously occupying 1054 Gage Street –the Laundry Mutt. That business involved the short-term parking to drop-off and pick-up their four-legged family members. The drop-off and pick-up of the dogs at this business required a customer to park their vehicle for 10 to 15 minutes in the Hubbard Woods Park parking spots. Mathnasium's impact to the parking in this area is far less as many of our parents drop-off and pick-up without parking which limit the use of a parking space to the time it takes for their children to exit or enter their vehicle. Unlike the Laundry Mutt, Mathnasium will decrease the impact on the parking of the previous occupant.

In addition, due to the Hubbard Woods park being a perfect spot for a parent to wait for their child, when arriving early (many times to allow their younger children to play), Mathnasium provides awareness to families during the enrollment process of the availability of the Hubbard Woods parking structure. In addition, due to the sharing of rides and the multiple family members enrolled at Mathnasium, the doubling of our space will not result in a doubling of traffic but should provide for more efficiency in scheduling to increase the ability of ride sharing among families.

Mathnasium – The Math Learning Center Practice Characteristics:

- The Learning Center is open after school Monday through Friday from 3 pm to 7 pm and either Saturday or Sunday from 10 am until 4 pm.

- We currently have 15 to 25 students per day. We expect approximately 30 to 50 students a day. (The new space will allow us to spread our students to provide a better learning environment and provide better distancing between our students.)
- We schedule our appointments to make sure they are evenly dispersed through the day. Sessions are scheduled for an hour. We schedule our sessions to start and end every 15 minutes to minimize the number of students turning over at any given time
- During the busiest times, there will be 6 to 8 staff members working. Our staff members have been instructed to use the parking garage to allow street parking for the customers of the shopping district.
- Most importantly, our customers do not park for an extended period of time (unless they are shopping or taking advantage of the park). Customers will be dropping off and picking up students requiring a parking space for 5 to 10 minutes.
- Many of our customers are arriving and leaving with more than one student as a result of siblings being enrolled and ride sharing arrangements between parents.

Key Finding:

Based on the above considerations, the maximum peak parking demand from 3 PM to 7 PM will involve up to 8 parking spaces for the staff. The staff is required to park in the Hubbard Woods parking structure. Due to the challenges of meeting with parents during sessions, most of our parent consultations occur between 1 pm and 3 pm when the parking needs slow down after the lunch hour. Our customers will need up to 4 parking spaces every 15 minutes for a short term of five minutes while they drop their children off or pick them up. Please note that during our 3 years of operating in Winnetka, we have yet to hear a complaint from a parent or neighbor about parking or traffic challenges on Gage Street and in the Hubbard Woods Park area.

GHA Parking Survey:

- The parking supply and demand survey was conducted on Wednesday, September 20, 2017 from 3 PM to 6 PM. These times match the anticipated busiest parking demands for Mathnasium of Winnetka.
- The weather was good during the survey, which helped ensure that the on-street and off-street parking facilities serving the Hubbard Woods businesses were busy.
- The study area was bounded by Scott Avenue on the north, the railroad tracks on the east, Tower Road on the south, and the alley behind the businesses on the west. The survey included both on street and off-street parking spaces.

Exhibit 1 summarizes the parking study findings. As can be seen, the study area has plenty of available parking. Pertinent comments include:

- On-street parking on Gage Street from Green Bay Road west to the alley (Area L) and on Green Bay Road from Tower Road to Merrill Street (Areas I and J) was busiest, especially at the 3 PM and 4 PM counts.
- There were always several parking spaces open on Gage Street east of Green Bay Road (Area M) and on Merrill Street both east and west of Green Bay Road (Areas D and E) during the entire time



period. In fact, these three locations could accommodate the entire peak orthodontics practice patient and employee demands.

- To minimize the impacts on the prime on-street parking areas, employees should be directed to park in the deck, which has a considerable amount of supply available. At most, the 221 spaces were only about 50% filled. Since the deck is only about a one-block walk and across the park from the proposed Mathnasium of Winnetka, vehicles could use the deck if they need to spend time patronizing neighboring businesses or using the park while they wait for their child.

It is important to note that the GHA parking study did not include the parking spaces on Gage Street east of Green Bay Road to Tower Court. This location immediately serving the proposed Mathnasium of Winnetka adds another 10 parking spaces on the north side of the street and 12 on the south side.

Concluding Remarks:

There is ample parking available to accommodate the anticipated peak customer and employee parking demands of the proposed Mathnasium – The Math Learning Center at 1054-60 Gage Street in the Hubbard Woods portion of Winnetka, Illinois.

Sincerely,



J. Steve Santacruz

Encl.



Exhibit 1 • Hubbard Woods Parking Study; Winnetka, Illinois

Date: Wednesday September 20, 2017

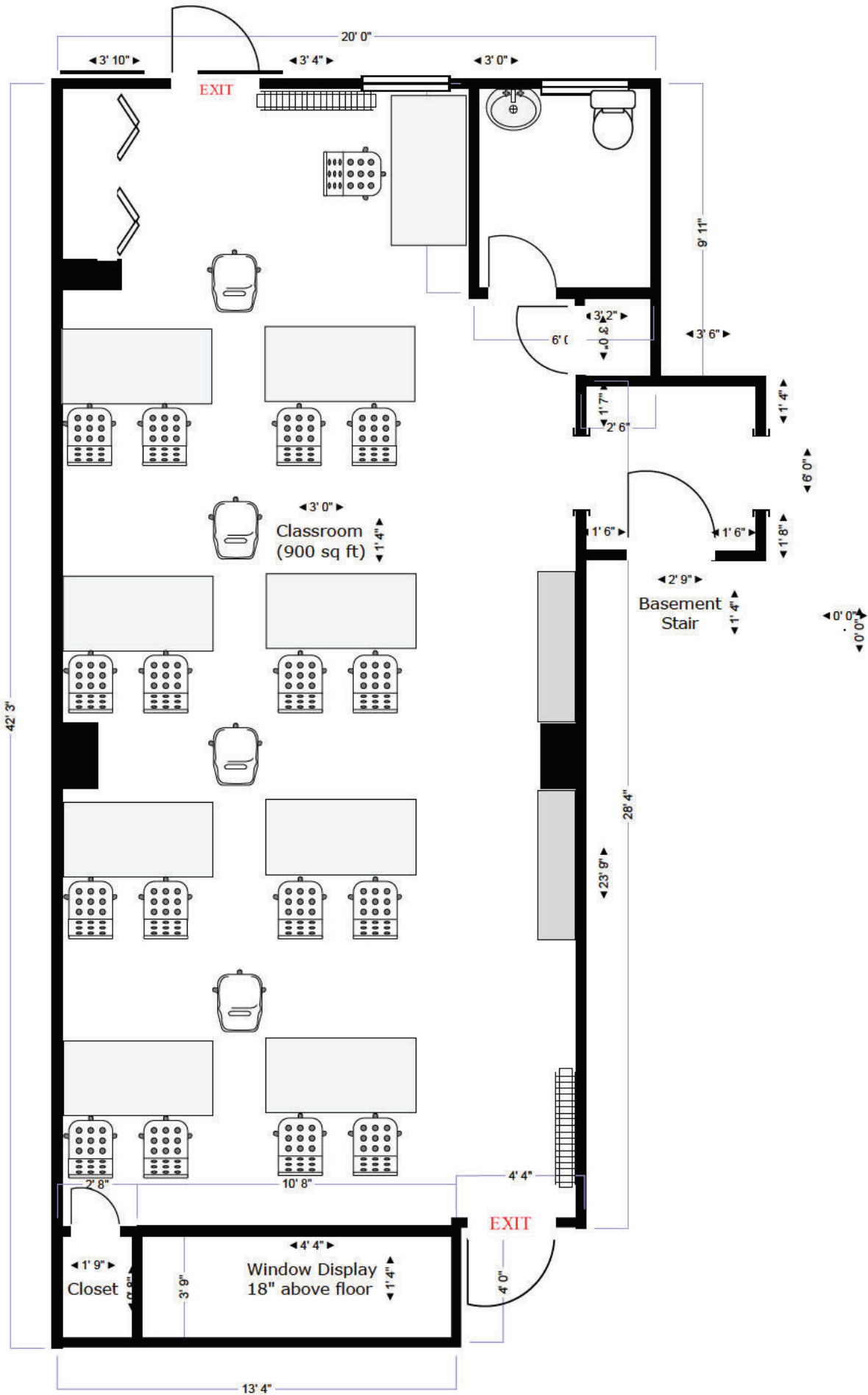
Parking Description	Parking Type	Parking Supply	3 pm	4 pm	5 pm	6 pm
N. Scott - Green Bay Rd east to parking deck (upper level only) Signage note #5	Regular	10	3	3	1	3
O. Scott - Green Bay Rd west to bank Signage note #5	Regular	4	2	2	0	0
P. CBIC Banking Center parking lots (2) Scott entrance - signage note #5	Regular	7	4	3	1	2
	Handicap	1	0	0	0	0
Green Bay Rd entrance - signage note #13	Regular	5	2	0	0	0
Q. Parking Deck (east of Green Bay Rd) Lower Level - only accessible from Merrill east of Green Bay Rd Signage note #14						
Row 1 (farthest east)	Regular	24	18	17	15	15
	Handicap	1	0	0	0	0
Row2	Regular	22	13	13	12	11
Row3	Regular	22	11	10	9	7
Row4	Regular	27	18	17	15	14
North end East-west row	Regular	7	2	2	1	1
South end East-west row	Handicap	3	0	0	0	0
Total =		106	62	59	52	48
Upper Level- only accessible from Scott east of Green Bay Rd Signage note #15 and #16						
Row 1 (farthest east)	Regular	28	3	5	7	7
Row2	Regular	22	11	9	3	3
Row3	Regular	22	11	6	5	6
Row4	Regular	27	13	11	9	7
North end East-west row	Regular	7	3	3	2	1
South end East-west row	Regular	9	5	2	0	0
Total =		115	46	36	26	24
Parking Occupancy Summary						
Study Area Totals =		579	329	295	223	204
Percentage Parking Spaces Occupied =			57%	51%	39%	35%

Signage notes:

- #1: Zone A, Permit parking only 8a-5p M-F, 24-hr limit
- #2: 90 min parking, Strength Time for clients only between 5:00am - 11 :00am
- #3: Zone A-C, Permit parking only 8a-4p M-F, 24-hr limit
- #4: 4 Hour parking, 8a-6p
- #5: 90 min parking, 8a-6p
- #6: 2 Hour parking 8a-6p
- #7: No customer parking, parking by sticker only unauthorized vehicles will be removed
parking residents only violators will be towed; Warning unauthorized
- #9: Jos A Bank parking only
- #10: Reds towing sign
- #11: Parking for Village Carpets only
- #12: Employee parking only
- #13: Bank client parking only
- #14: Zone C, Permit parking only 8a-1030a M-F, 72-hr limit
- #15: Zone A, Permit parking only 8a-10:30a M-F, 72-hr limit
- #16: 2 Hr parking 10:30a-6p without decal

Key

	100%-85% occupied
	85%-60% occupied
	60%-0% occupied



ATTACHMENT B

Adopted 6.25.18

**WINNETKA PLAN COMMISSION
EXCERPT OF SPECIAL MEETING MINUTES
MARCH 20, 2018**

Members Present:

Tina Dalman, Chairperson
Mamie Case
Jack Coladarci
Layla Danley
Bridget Orsic
Joni Johnson

Members Absent:

Chris Foley
Louise Holland
John Golan

Non-Voting Members Absent:

Kirsten Ziv

Village Staff:

Brian Norkus, Assistant Director of Community
Development

Case No. 18-04-SU: Consideration of Special Use Permit Request by Mathnasium of Winnetka to Permit a Tutoring Center on the Ground Floor within the C-2 Commercial Overlay District at 1060 Gage Street

Chairperson Dalman swore in those that would be speaking to this matter.

Steve Santacruz introduced himself as the owner of Mathnasium of Winnetka and a resident of Wilmette. He informed the Commission they established their first location 8 years ago, explaining that the business is a math tutoring service. Mr. Santacruz noted they started off with the Glenview location and have always had the idea serve the North Shore community they live in. Mr. Santacruz stated that 5 years ago, they searched the Winnetka area for a location, which would have been centrally located within their territory but it did not work at that time. He noted that after their first attempt at Winnetka location fell through, they established a location in Kenilworth, and it became their number one store in the system and they have served 350 children at that location. Mr. Santacruz described the business as a math foundational learning center and they teach subjects that students have not mastered yet including numerical fluency without calculators.

Mr. Santacruz stated that during a process of looking at where students are coming from, and stated that they serve all of Wilmette, Kenilworth, Northfield, Winnetka and part of Glencoe from the Kenilworth location, and that their next location is Highland Park. He stated that there are challenges serving the entire area between the Highland Park and Kenilworth locations, and their mission with the new proposed location on Gage Street is to create an annex center, wherein the

1 2000 square feet in Kenilworth would be supplemented by the additional 900 square feet on
2 Gage Street. He explained that the Gage Street location would be for educational purposes only
3 and their hours are much more limited. He also stated it would be staffed only by the center
4 director prior to 3:00 p.m. He noted all of the testing, enrollment and marketing activities take
5 place at the Kenilworth location.

6
7 Mr. Santacruz with the Gage Street location, most parents would drop off the children and either
8 go home or stay in the community and shop. Mr. Santacruz stated for parking, people typically
9 want the closest space to let the children in and out, and that parents will likely not want to use
10 anything along Green Bay Road, likely opting to park on Gage Street.

11
12 Mr. Santacruz stated the space at 1060 Gage is great for them, and that they had previously
13 talked to the landlord at 1075 Gage, formerly JC Licht paint store, but that space ended up going
14 to someone, and that it was too large for their needs.

15
16 Mr. Santacruz added their hours of operation would be from 3:00 to 7:00 p.m. and they have yet
17 to decide the hours for weekends. He then stated they would operate five days a week to start
18 with no longer than a 4 hour shift.

19
20 Mr. Santacruz informed the Commission the hours would be longer in the summer and would
21 include morning hours from 10:00am to 2:00pm, and would begin again at 3:00 to 7:00 p.m.

22
23 Ms. Johnson stated that the morning hours are not noted in the application.

24
25 Chairperson Dalman asked if staff had any additional comments on the application.

26
27 Mr. Norkus stated that the meeting was noticed in accordance with the zoning ordinance with a
28 sign posted on the site as well as notices being mailed to owners within a 500 foot radius. He
29 noted no written communications have been received. Mr. Norkus then stated the building was
30 previously occupied by the Rib and Stitch Yarn retail specialty store. He noted the property is
31 located in the retail overlay district and referred to the fact there have been numerous
32 amendments to the retail overlay district in terms of boundaries and uses permitted since it was
33 established in 1987. He noted that staff recently provided the Village Council with a report
34 outlining the history of the overlay district, and comparison with neighboring communities'
35 efforts to promote an active downtown district. Mr. Norkus indicated it is too early to predict the
36 outcome of possible amendments and that it is at the top of the Village Council's list of projects.
37 He added they would see more discussion in the weeks and months to come.

38
39 Mr. Norkus stated that in lieu of performing their own parking study, the applicant has provided
40 a copy of a recently completed parking study for Figueroa Orthodontics at 1075 Gage, and
41 addressed parking demand with a letter referencing the previous parking study from late 2017.
42 He stated that agenda materials include a memo from Village Engineer Steve Saunders, who
43 reviewed the proposed operation and data provided with regard to available parking in the area.
44 Mr. Norkus noted Mr. Saunders reviewed the submittal and submitted favorable comment for

1 the Commission's consideration. He then asked if there were any questions.

2
3 Ms. Johnson asked for additional detail on the Village Council retail overlay district discussion.
4 Mr. Norkus stated that the first meeting on the topic was held on March 13, and that there will
5 be additional discussion needed before any changes are considered. He then stated that the
6 March 13 meeting was more informational in nature. He stated the Village Council is interested
7 in making adjustments but it is too early to know what they will be. Mr. Norkus added the Village
8 staff was directed to give them more alternatives and they would consider amendments.

9
10 Chairperson Dalman stated with regard to the traffic study, she asked if it is a requirement of a
11 special use to have it or if it is nice to have or was it deemed by Mr. Saunders to be adequate.
12 Mr. Norkus stated they evaluate the need on a case-by-case basis and that it depends on the
13 nature of the operation and location being considered. He indicated you can tell from the
14 submittal they were comfortable reviewing the data from Figueroa Orthodontics since it is
15 nearby and recent. Mr. Norkus then referred to the applicant's time crunch in turning around the
16 application material for it to be submitted with details to be on this agenda.

17
18 Chairperson Dalman asked it was found to be acceptable from the Village staff. She added the
19 turnaround for drop-off would be faster here. Mr. Norkus stated that if there is some additional
20 information the Commission would like before taking action, it can request additional
21 information to make its recommendation.

22
23 Ms. Danley stated parking would occur for 10 to 15 minutes, unless the parents are staying in the
24 area. She then stated in terms of Figueroa Orthodontics and other uses, she referred to Minos
25 restaurant in the evening and for this case, she asked if the parking study was completed prior to
26 Minos opening. Ms. Danley indicated it might not be big a deal and added the restaurant is
27 popular.

28
29 Chairperson Dalman stated anytime they can drive more parkers to the garage, the better it will
30 be, and that people go to surface first and lastly to the garage. She also stated Minos' customers
31 could park in the garage but they take up street parking first out of convenience.

32
33 Ms. Johnson stated the applicant stated they will require their employees to park in the lot and
34 asked if it would be on the honor system. Mr. Norkus stated that if the Commission feels it is
35 important in order to make a favorable recommendation, it could condition its recommendation
36 on a specific condition that employees park in a specific location. He then stated from the
37 administrative standpoint it will likely be easy to achieve here given the proximity of the parking
38 structure and the affordable cost of employee parking passes.

39
40 Chairperson Dalman stated retail employees seem to park on Lincoln Avenue downtown, as an
41 example, and run to their vehicles every two hours. She stated that the parking garage is a hike
42 from Gage, and stated that they may want to take steps to make the employees use the parking
43 structure.

1 Mr. Santacruz noted in Kenilworth and Lake Forest, they purchase parking passes for their
2 employees and they purchase 6 or 7 permits for Kenilworth. He then referred to Green Bay Road
3 parking.

4
5 Chairperson Dalman noted her children have gone to the center in Kenilworth for 5 years and it
6 is dangerous for instructors crossing Green Bay Road at the Kenilworth location.

7 Ms. Johnson noted her son worked for their competitor.

8
9 Chairperson Dalman asked if there any other questions or concerns.

10
11 Mr. Coladarci asked Mr. Norkus if the Village monitors the parking structure.

12
13 Mr. Norkus stated that there is generally parking available throughout the day. He stated that
14 the upper level of the parking deck where employees park is not as heavily utilized as the
15 commuter parking on the lower level, so there would be no issue with the 6 employee spaces
16 which would be needed for this use.

17
18 Mr. Coladarci stated the employees on Lincoln are parking on Lincoln and it is also true in
19 Hubbard Woods. He indicated it sounded like the employees use the parking structure.
20 Chairperson Dalman stated the biggest issue would be the noon-time workers going to
21 McDonald's or Once Upon a Bagel who cannot find a place to park. She then indicated you see
22 the employees of Material Possessions and Paul Rader go to the garage and that street parking
23 is taken by contractors going to Hubbard Woods for lunch.

24
25 Mr. Norkus stated additional employees use the parking lot south of Tower Road, with the
26 Hubbard Woods parking garage used by employees of the northern edge of the district.

27
28 Mr. Santacruz stated that they also have some parents who do ride sharing with neighbors. Mr.
29 Santacruz added they also encourage customers to use parking and the neighborhood businesses
30 and there are enough spots during lunch for drop-off and pickup.

31
32 Ms. Johnson referred to the two spaces with 15 minute parking on the eastern south side of the
33 lot in front of the cleaners. Mr. Norkus indicated requests for short term parking tend to come
34 from businesses which have the shortest customer visit such as dry cleaners. He stated that such
35 spaces are not for the exclusive use of the business requesting them, and that parents of
36 Mathnasium students and students would be equally welcome to use them.

37
38 Chairperson Dalman suggested that the short term parking might be better located at the middle
39 of the block than on the far east end.

40
41 Chairperson Dalman again asked if there were any other questions. Ms. Johnson referred to the
42 window display. Mr. Santacruz informed the Commission his sister is working on that project and
43 there would be their mascot in the window and paper mache numbers to decorate space. He
44 also stated they would look for ways to utilize the space and there would also be bean bag chairs

1 for the children while they are waiting, as well as a railing system for safety. Ms. Johnson
2 commented the application is well done.

3
4 Mr. Santacruz informed the Commission the landlord is here to answer questions.

5
6 Ms. Johnson stated currently they plan for a satellite center with only instruction taking place at
7 the Hubbard Woods location, and questioned if that might change. Mr. Santacruz responded that
8 would only occur if they could find 2,000 square feet in town. He then stated there are locations
9 in Manhattan which operate in 700 to 900 square feet which he described as very tight and they
10 would like to have a more open center. Mr. Santacruz also stated they would have a scheduling
11 system like that in Kenilworth and there would be 15 minute scheduling for the amount of center
12 space.

13
14 Chairperson Dalman described it as a positive addition to Winnetka and there are high quality
15 employees at the Kenilworth location. She also stated she could see the benefits of the
16 concentration of businesses providing multiple services to parents, such as the orthodontist,
17 restaurants and ice cream shop, but acknowledging that it may be harder to park in the summer.
18 Chairperson Dalman then stated that it would be a good use and not require further discussion
19 but for the location in the retail overlay district. She described it as a good location for children
20 and it would be safe to cross at the traffic light and coming from school.

21
22 Mr. Santacruz stated the Kenilworth location has a lack of synergistic uses in that area and they
23 looked at the park and Graeter's Ice Cream which made this is a great location.

24
25 Chairperson Dalman stated it would enhance business, with some traffic issues in the summer
26 from 10:00 to 3:00. She stated that the park can help and force people out of vehicles and allow
27 for the use of parking on the full perimeter of the park. Chairperson Dalman added that her
28 children going there would not impact her vote.

29
30 Mr. Coladarci asked John Dini, 1054-1060 Gage, as the owner, how many other businesses are
31 there. Mr. Dini responded that the space to the east is occupied by a dog groomer, with the only
32 other space being the subject location. Mr. Coladarci asked how long had the previous tenant,
33 Rib and Stitch Yarn, been there. Mr. Dini responded 1½ to 2 years and the space has been empty
34 since January 1, 2018. He noted she had a difficulty due to the time and lack of sales although
35 she made a great effort to get a lot of people interested in her business but the foot traffic lacked
36 since people buy online. Mr. Dini informed the Commission the operator of the yarn shop talked
37 about leaving due to the lack of business. He informed the Commission he owned the building
38 for about 6 years and other tenants were pursued and it was previously an accessory store, as
39 well as another similar type of store before with that all being short lived.

40
41 Mr. Coladarci then asked what kind of business would be successful in the two storefronts. Mr.
42 Dini responded it seemed to be service business and people cannot buy dog grooming or tutoring
43 online. He also stated it is because service businesses are most often the type of businesses which
44 come to look at the spaces. Mr. Coladarci asked Mr. Dini what the effect of the retail overlay

1 district had on his ability to market the property. Mr. Dini responded it has made it very difficult.
2 He referred to the stretch near Chase and there are so many vacancies. Mr. Coladarci asked Mr.
3 Dini what the effect of changing the retail overlay district would be and allows more service
4 businesses like they have in Hubbard Woods. Mr. Dini responded it would help business with foot
5 traffic which makes a viable and strong business community when they have well operated and
6 thought out stores and locations. He stated people would be excited with full occupancy and
7 overall, it would be a good thing. Mr. Dini indicated he realized there are parking issues and they
8 want people to shop and they are also saying the parking structure is very underutilized. He
9 informed the Commission he has a business on the second floor as well as the fact they would
10 get parking permits for their employees and the police do a good job of enforcement. Mr. Dini
11 added you see a lot of people who have been in business for 28 years and a thoughtful and
12 organized type of business owner is what Hubbard Woods needs. He then stated although it is a
13 service business, it brings educated shoppers to the area in the afternoon and early evening
14 hours which would help the Japanese restaurant and that people in the business would patronize
15 the restaurants.

16
17 Mr. Coladarci stated the Commission has expressed concern with the failure to enforce or have
18 the retail overlay district affected and the end result is that they have blocks of tax preparation
19 services, bank branches, and real estate offices which are uses a landlord likes but which are not
20 necessarily positive for the Village as a whole. He stated they do see that as a potential problem
21 for Hubbard Woods and the Village as a whole to allow a service business in. Mr. Dini agreed he
22 saw the concern and stated first, you cannot deny the kind of changing structure of retail sales in
23 the world and it would be great to have an accessory store but the need is just not there and
24 people are shopping on Amazon. Mr. Dini described it as an uphill battle and you can see it with
25 the stores that have left and also the people currently coming in to look at the space which he
26 described as a great space. He also referred to parking and the most important thing is to have a
27 strong vibrant business of educated people going to shops and restaurants which help businesses
28 in the area.

29
30 Mr. Coladarci referred to the kinds of shops Winnetka would like to have such as those in
31 Evanston and Andersonville, and asked Mr. Dini if the lack of population density in the Village
32 is affecting them. Mr. Dini responded he thought so and there have been some shops like that
33 further west on Gage and the businesses did not survive there. He referred to the combination
34 of people who want to open those types of stores in Evanston and Oak Park as having built-in
35 clientele going to those neighborhoods looking for those types of shops. Mr. Dini asked if there
36 were any other questions.

37
38 Chairperson Dalman asked if there were any comments from the audience. No comments were
39 made by the audience at this time. She stated the Commission would now hold its deliberation.
40 Chairperson Dalman stated since the request is for service needs in the community, she is
41 surprised to hear there is no one in the audience. She then stated the request would serve the
42 demographic of people living in the community as well as serve the demographic and target
43 market spending money that would likely spend money at ancillary businesses. Chairperson
44 Dalman also stated although there would be the erosion of the retail overlay district, she would

1 support the request because it is similar to Figueroa Orthodontics. She added it is not on the
2 main street of Green Bay Road and they are not seeing a lot of applications for Green Bay Road
3 properties which represented the heart of the retail overlay district.
4

5 Ms. Orsic stated if the request was for tax preparation service, she would be far less excited and
6 referred to the children's business with children's things there like the park. Ms. Orsic also
7 referred to the limited hours and that for anyone bringing people to Graeter's Ice Cream, they
8 would see an uptick in their business. She then stated the community members always say they
9 do not want empty storefronts and a lot of children go to Mathnasium and it would be great to
10 have them closer.
11

12 Mr. Coladarci stated he also thought it would be excellent for business and a good idea. He also
13 stated the presentation was good and he understood the need for the space and the need for
14 the landlord to fill the space. Mr. Coladarci stated the applicant established how hard it is to fill
15 the space and there is certain economy difficulty being faced as a landlord. He stated the ultimate
16 concern is that at some point as they say often, applicants say people go to the other businesses
17 in the area and they do not know if they actually do. Mr. Coladarci stated he is not suggesting the
18 Commission deny them this business.
19

20 Mr. Coladarci referred to the stores which used to be there and that he missed the fact they
21 cannot do that anymore. He described it as very difficult to recover from that aspect and he
22 would like for people to spend money in the Village rather than elsewhere. Mr. Coladarci
23 questioned whether there is a way to respect the retail overlay district but still fulfill the need of
24 the people in the Village, which he described as a very difficult conflict. He concluded by stating
25 he is in favor of the special use permit.
26

27 Ms. Danley informed the Commission that her friend's children go to the Kenilworth location and
28 referred to the amount of time spent at drop-off where they are running errands. She also
29 referred to the fact it would only be for 30 minutes and with regard to adding business to
30 the community, they feed into that. Ms. Danley also stated that people would go to Walgreen's
31 and for this type of business, the problem was that everything was real estate offices but she saw
32 this as a very different business and service.
33

34 Mr. Coladarci also referred to the turnover of people coming through in a short time period for
35 children in the business which means they may stay in the area.
36

37 Ms. Case stated she is in favor of the request and all of the points raised by Mr. Coladarci were
38 well spoken. She stated they would give an overview for the Village Council to look at in terms of
39 what they would support. Ms. Case stated the only question now is Walgreen's is crazy with
40 parking. Ms. Case added the end of Hubbard Woods has become less active.
41

42 Chairperson Dalman noted Walgreen's has a parking lot.
43

44 Ms. Johnson stated she had nothing to add and for the Commission to make a recommendation

1 that the Village Council require the applicant to purchase parking passes and to use the parking
 2 garage. Chairperson Dalman confirmed the applicant stated in the application they were willing
 3 to do that which would give everyone comfort. She added she spent a fair amount of time in the
 4 knitting store and the Commission did a good job of channeling and addressing the types of
 5 questions Ms. Holland would have raised. Chairperson Dalman also stated the previous owner of
 6 the store did everything including outreach to schools, etc. and it was still hard which she wanted
 7 to make sure was in the record for the Village Council. She then referred to Ms. Johnson's
 8 suggestion of making it a condition to the recommendation to the Village Council that employees
 9 of the business be required to park in the upper deck of the parking structure at Hubbard Woods.

10
 11 Chairperson Dalman then referred to Attachment A in the packet of materials and stated Case
 12 No. 18-04-SU contained draft findings of fact of the Winnetka Plan Commission. She then stated
 13 the suggestion is for a motion for the adoption of the draft findings with the additional condition
 14 which goes to the Village Council for the recommendation that the employees of the business be
 15 required to purchase parking passes and for employees to be required to park in that parking
 16 structure and asked for a motion.

17
 18 A motion was made by Ms. Case to make a positive recommendation to the Village Council
 19 subject to the condition that employees are required to purchase parking passes for their
 20 employees, and that they are required to park in the upper level of the Hubbard Woods parking
 21 structure. Ms. Orsic seconded the motion. A vote was taken and the motion was unanimously
 22 passed.

23 AYES: Case, Coladarci, Dalman, Danley, Orsic, Johnson (6)

24 NAYS: None (0)

25
 26 **Draft**
 27 **Findings Of The Winnetka Plan Commission**
 28 **Mathnasium Of Winnetka**
 29 **1060 Gage Street**
 30 **Special Use Permit**
 31

32 After considering the application and testimony, the Plan Commission makes its findings as
 33 follows:

34
 35 That the proposed tutoring center to be located within the C-2 Commercial (Retail) Overlay
 36 District is consistent with the eleven (11) standards of Chapter 17.44 of the Zoning Ordinance, as
 37 outlined below:

38
 39 1. The establishment, maintenance and operation of the special use will not be detrimental to or
 40 endanger the public health, safety, comfort, morals or general welfare;

41
 42 2. The special use will not be substantially injurious to the use and enjoyment of other property
 43 in the immediate vicinity which are permitted by right in the district or districts of concern, nor
 44 substantially diminish or impair property values in the immediate vicinity;

1 3. The establishment of the special use will not impede the normal and orderly development or
2 improvement of other property in the immediate vicinity for uses permitted by right in the district
3 or districts of concern;

4
5 4. Adequate measures have been or will be taken to provide ingress and egress in a manner which
6 minimize pedestrian and vehicular traffic congestion in the public ways;

7
8 5. Adequate parking, utilities, access roads, drainage and other facilities necessary to the
9 operation of the special use exist or are to be provided;

10
11 6. The special use in all other respects conforms to the applicable regulations of this and other
12 Village ordinances and codes;

13
14 7. The proposed special use at the proposed location will encourage, facilitate and enhance the
15 continuity, concentration and pedestrian nature of the area in a manner similar to that of retail
16 uses of a comparison shopping nature;

17
18 8. Proposed street frontages providing access to or visibility for one or more special uses shall
19 provide for a minimum interruption in the existing and potential continuity of retail uses of a
20 comparison shopping nature;

21
22 9. The proposed special use at the proposed location will provide for display windows, facades,
23 signage and lighting similar in nature and compatible with that provided by retail uses of a
24 comparison shopping nature;

25
26 10. If a project or building has, proposes or contemplates a mix of retail, office and service-type
27 uses, and the retail portions of the project or building shall be located adjacent to the sidewalk,
28 the minimum frontage for each retail use adjacent to the sidewalk shall be twenty (20) feet with
29 a minimum gross floor area of four hundred (400) square feet. In addition, such retail space shall
30 be devoted to active retail merchandising which maintains typical and customary hours of
31 operation; and

32
33 11. The proposed location and operation of the proposed special use shall not significantly
34 diminish the availability of parking for district clientele wishing to patronize existing retail
35 businesses of a comparison shopping nature.

36 37 **RESOLUTION**

38
39 NOW, THEREFORE BE IT RESOLVED, that the Winnetka Plan Commission finds that the
40 proposed Special Use Permit application for the property at 1060 Gage Street is consistent with
41 the standards for Special Use Permits.

42
43 Passed by a vote of six (6) in favor and none (0) opposed.
44

1 Date: March 20, 2018

2

3

4

ATTACHMENT C



1817716049

VILLAGE OF WINNETKA

Doc# 1817716049 Fee \$58.00

COOK COUNTY, ILLINOIS

RHSP FEE:\$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

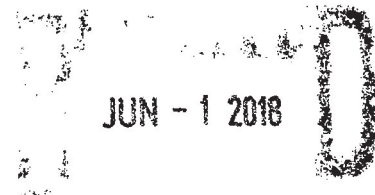
DATE: 06/26/2018 04:11 PM PG: 1 OF 11

ORDINANCE NO. ORDINANCE NO M-8-2018

AN ORDINANCE GRANTING A SPECIAL USE PERMIT
AN ORDINANCE GRANTING A SPECIAL USE PERMIT
FOR THE OPERATION OF A TUTORING CENTER
WITHIN THE C-2 RETAIL OVERLAY DISTRICT OF THE VILLAGE
(1060 Gage Street)

PASSED AND APPROVED by the
President and Board of Trustees
of the Village of Winnetka,
Cook County, Illinois, this
17th day of April, 2018.

PUBLISHED IN PAMPHLET FORM
by authority of the President
and Board of Trustees of the
Village of Winnetka, Cook
County, Illinois, this 20th day of
April, 2018.



**AN ORDINANCE GRANTING A SPECIAL USE PERMIT
FOR THE OPERATION OF A TUTORING CENTER
WITHIN THE C-2 RETAIL OVERLAY DISTRICT OF THE VILLAGE
(1060 Gage Street)**

WHEREAS, Schoolhouse 4 Math, LLC ("*Applicant*"), is the lessee of the property commonly known as 1060 Gage Street, Winnetka, Illinois, and legally described in **Exhibit A** attached to and, by this reference, made a part of this Ordinance ("*Subject Property*"); and

WHEREAS, 1054-1060 Gage Street, LLC ("*Owner*"), is the record title owner of the Subject Property, and Owner consents to the operation of a tutoring center by the Applicant at the Subject Property; 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, "*C-2 Retail Overlay District*"); and

WHEREAS, the Applicant desires to operate a tutoring center at the Subject Property, which qualifies as a business educational use pursuant to the table of uses set forth in Section 17.46.010 of the Winnetka Zoning Ordinance ("*Zoning Ordinance*"); and

WHEREAS, pursuant to Section 17.44.020 and the table of uses set forth in Section 17.46.010 of Zoning Ordinance, the operation of a business educational use is not permitted within the C-2 Retail Overlay District without a special use permit; and

WHEREAS, on February 19, 2018, the Applicant filed an application for a special use permit pursuant to Section 17.44.020.B and Chapter 17.56 of the of the Zoning Ordinance to allow the operation of a tutoring center at the Subject Property ("*Special Use Permit*"); and

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

WHEREAS, on March 20, 2018, after due notice thereof, the Plan Commission conducted a public hearing on the proposed Special Use Permit and, by a vote of 6 in favor and 0 opposed, recommended that the Village Council approve the Special Use Permit, upon certain conditions; and

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

NOW, THEREFORE, the Council of the Village of Winnetka do 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 Section 3 of this Ordinance, the Special Use Permit is hereby granted, pursuant to Chapter 17.56 and Section 17.44.020.B of the Zoning Ordinance and the home rule powers of the Village, to allow the establishment and operation of a tutoring center by the Applicant at the Subject Property within the C-2 Retail 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. **Employee Parking.** Applicant must: (i) purchase from the Village and maintain employee parking passes for the upper level of the Village's Hubbard Woods parking structure ("***Parking Structure***"); and (ii) require all of its employees, contractors, and agents working on the Subject Property to park on the upper level of the Parking Structure while working on the Subject Property and not in other public parking spaces.
- B. **Commencement of Operation.** The Applicant must commence operation of the proposed tutoring center no later than 12 months after the effective date of this Ordinance.
- C. **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.
- D. **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.
- E. **Compliance with Plans.** The development, use, and maintenance of the real estate office at the Subject Property must be in strict accordance with the Floor Plan submitted by the Applicant, consisting of one sheet, a copy of which is attached to and, by this reference, made a part of this Ordinance as **Exhibit B**, except for minor changes and site work approved by the Director of Community Development (within his permitting authority) in accordance with all applicable Village codes, ordinances, and standards.

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

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

SECTION 5: FAILURE TO COMPLY. Upon the failure or refusal of the Applicant or 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 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 hereby authorized and directed to bring such zoning enforcement action as may be appropriate under the circumstances.

SECTION 6: AMENDMENT OF SPECIAL USE PERMIT. Any amendments to the Special Use Permit granted in Section 2 of this Ordinance that may be requested by 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: EFFECTIVE DATE.

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

1. Passage by the Village Council in the manner required by law;
2. Publication in pamphlet form in the manner required by law; and
3. The filing by the Applicant and the 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 does not file with the Village Clerk a fully executed copy of the unconditional agreement and consent described in Section 7.A.3 of this Ordinance within 60 days after the date of passage of this Ordinance by the Village Council, the Village Council shall have the right, in its sole discretion, to declare this Ordinance null and void and of no force or effect.

[SIGNATURE PAGE FOLLOWS]

PASSED this 17th day of April, 2018 pursuant to the following roll call vote:

AYES: Trustees Cripe, Dearborn, Lanphier, Myers, Swierk and Ziv

NAYS: None

ABSENT: President Rintz

APPROVED this 17th day of April, 2018.

Signed



Village President

Countersigned:



Village Clerk

Published by authority of the
President and Board of Trustees of
the Village of Winnetka, Illinois, this
20th day of April, 2018.

Introduced: Waived

Passed and Approved: April 17, 2018

EXHIBIT A
LEGAL DESCRIPTION OF SUBJECT PROPERTY

THE WEST 46.83 FEET OF THE EAST 96.83 FEET OF LOT 1 IN BLOCK 5 IN JARED GAGE'S SUBDIVISION OF PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF FRACTIONAL SECTION 17, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO PART OF THE WEST HALF OF THE NORTHWEST QUARTER OF FRACTIONAL SECTION 17, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as 1056-1062 Gage Street, Winnetka, Illinois.

PIN: 05-17-123-002-0000

EXHIBIT B
FLOOR PLAN
(SEE ATTACHED EXHIBIT B)

EXHIBIT B

20' 2"

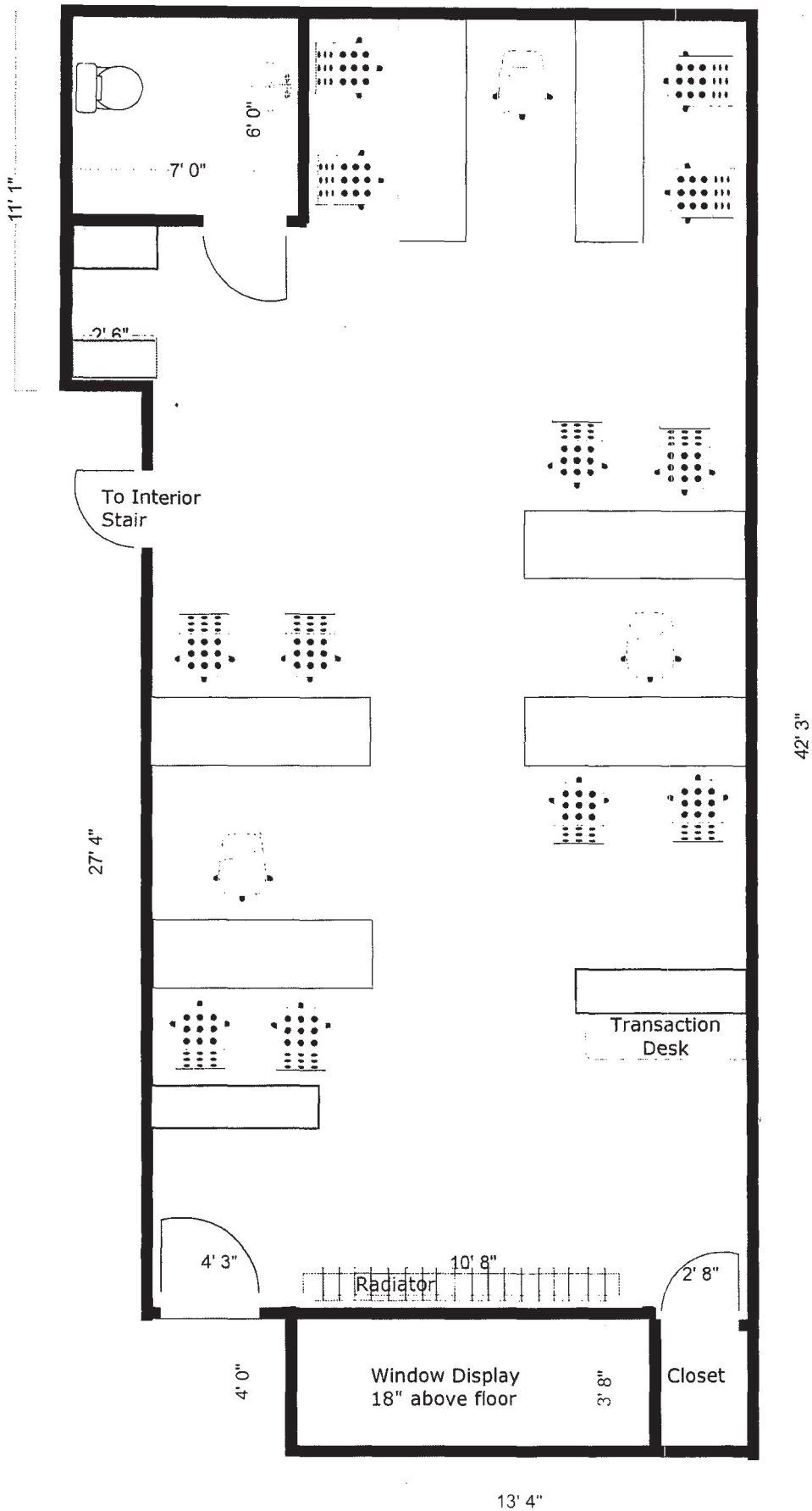


EXHIBIT C
UNCONDITIONAL AGREEMENT AND CONSENT

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

WHEREAS, Schoolhouse 4 Math, LLC ("**Applicant**"), desires to operate a tutoring center located at 1060 Gage Street in the Village ("**Subject Property**"); and

WHEREAS, 1054-1060 Gage Street, LLC ("**Owner**"), is the record title owner of the Subject Property and consents to the operation of a tutoring center by Applicant at the Subject Property; and

WHEREAS, Ordinance No. M-8-2018, adopted by the Village Council on April 17, 2018 ("**Ordinance**"), grants a special use permit to the Applicant for the operation of a tutoring center at the Subject Property within the C-2 General Retail Commercial District and the C-2 Commercial Overlay District of the Village; and

WHEREAS, Section 7 of the Ordinance provides, among other things, that the Ordinance will be of no force or effect unless and until the Applicant and the 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;

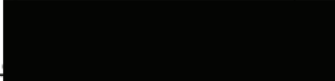
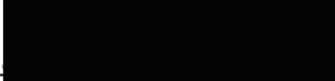
NOW, THEREFORE, the Applicant and the Owner do hereby agree and covenant as follows:

1. The Applicant and the 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 the 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 the 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 the Owner against damage or injury of any kind and at any time.
4. The Applicant and the 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 the 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: 5-7, 2018

ATTEST:  **SCHOOLHOUSE 4 MATH, LLC**

By:  By: 
Its: SECRETARY Its: MANAGER

ATTEST: **1054-1060 GAGE STREET, LLC**

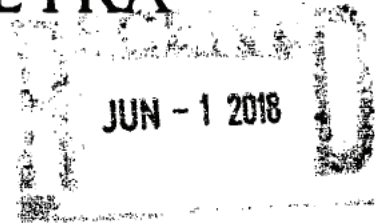
By: _____ By: 
Its: _____ Its: MANAGER

JUN - 1 2018



VILLAGE OF WINNETKA

Incorporated in 1869



STATE OF ILLINOIS)
)
 COUNTY OF COOK) SS

I, the undersigned, do hereby certify that I am the duly appointed, qualified and Deputy Village Clerk of the Village of Winnetka, Cook County, Illinois (the "Village") and as such officer I am the keeper of the official journal of proceedings, books, records, minutes, and files of the Village and of the Council (the "Village Council") thereof.

I do further certify that attached hereto is a full, true, and complete copy of the following:

ORDINANCE NO. M-8-2018

AN ORDINANCE GRANTING A SPECIAL USE PERMIT FOR THE OPERATION OF A TUTORING CENTER WITHIN THE C-2 RETAIL OVERLAY DISTRICT OF THE VILLAGE (1060 Gage Street)

Adopted by the Winnetka Village Council on April 17, 2018.

I do further certify that the deliberations of the Council on the adoption of said Ordinance were taken openly; that the vote on the adoption of said Ordinance was taken openly; that said meeting was held at a specified time and place convenient to the public; that notice of said meeting was duly given to all of the news media requesting such notice of said meeting; that said meeting was called and held in strict accordance with the provisions of the Open Meetings Act of the State of Illinois, as amended; and that the Council have complied with all of the applicable provisions of said Act, their procedural rules and the Village charter in the adoption of said Ordinance.

IN WITNESS WHEREOF, I have hereunto affixed my official signature and the seal of the Village this 20th day of April, 2018.

[SEAL]

By:



Kathleen Scanlan
 Deputy Village Clerk

**WINNETKA PLAN COMMISSION MEETING
EXCERPT OF MINUTES
NOVEMBER 17, 2021**

Members Present:

Bridget Orsic, Chairperson
Jonathan Alt
Mamie Case
Layla Danley
John Golan
Liz Kunkle
John Swierk

Members Absent:

Jay Vanderlaan
Matt Bradley

Village Staff:

David Schoon, Director of Community Development

Case No. 21-36-SU: 1054 Gage Street – Mathnasium: An application for special use permit approval submitted by Schoolhouse 4 Math, LLC, a franchise of Mathnasium, as the prospective lessee of the property located at 1054 Gage Street to allow the expansion of the existing math learning and tutoring center into the subject property. The property is currently owned by John C. Dini. The Village Council has final jurisdiction on this request.

Mr. Schoon identified the property's location and the allowed uses in the overlay district noting the application is for an expansion of an existing special use. He stated the Village Council approved the special use permit in 2018 for its current location with one condition for the applicant to purchase and maintain parking passes. Mr. Schoon then referred to an illustration of the existing and proposed locations. He stated the new 900 square foot space would allow the applicant to double their space size with the expansion and referred to an illustration of the interior and existing operations. Mr. Schoon then identified the hours of operation and turnover of students in the facility. He noted no complaints have been received in connection with the existing operation, nor has the Village received any written comment from the public. Mr. Schoon then stated the Commission is to make a recommendation to the Village Council as indicated on page nos. 7 and 8 of the agenda packet and asked if there were any questions.

Javier Santacruz introduced himself as the owner of Mathnasium which has 10 locations in Illinois with the current location being the smallest. He described the limited amount of space for their students and stated they would like to offer a hybrid model. Mr. Santacruz then identified the operating challenges in the current space, and he described the student transition in and out of the space. He described the park as a wonderful asset for the student's families and hoped the Commission would allow them the opportunity to expand.

Chairperson Orsic asked if there were any questions. Ms. Danley referred to the condition placed on the current special use approval and asked if the staff is utilizing the parking passes. Mr. Santacruz stated some employees take the train and live locally and agreed due to the limited amount of staff, they are underutilizing parking passes. Ms. Danley indicated the parking issue came up before and referred to the amount of traffic in the area. She stated they should make sure any parking congestion issues

1 addressed. Ms. Kunkle asked if the space is utilized before 3pm. Mr. Santacruz referred to a request they
2 received from a community group to use the space and informed the Commission they begin utilizing
3 their own space at 11am. Ms. Kunkle stated it would be a good idea for the space to have a synergistic
4 use which would generate foot traffic.

5
6 Mr. Golan asked if the applicant could sublease the space to another business without another special
7 use permit being required. Mr. Schoon stated that a use which would occur daily or frequently, and
8 which would normally require a special use, would require special use approval. However, if it
9 occasional or infrequent use, a special use would not necessarily be required. Mr. Santacruz stated he is
10 glad the Commission addressed the issue so he would know how to respond to the Mommy and Me
11 group and discuss it with the landlord. Chairperson Orsic agreed a foot traffic generator would be
12 beneficial.

13
14 Chairperson Orsic asked if there were any other questions. No additional questions were raised at this
15 time. She then called the matter in for discussion. Mr. Golan stated it would be a viable and useful thing
16 for the community and referred to the standards with traffic being the only potential issue. He stated
17 the 15 minute intervals would address the issue and he would be in favor of the request. Mr. Alt agreed
18 with Mr. Golan's comments and referred to the current amount of in and out traffic. Ms. Danley stated
19 she is also in support of the request and referred to the employee parking issue. She stated she would
20 like additional assurances for the employees to park in the garage to alleviate congestion. Ms. Kunkle
21 agreed with the comments made and described it as a wonderful business for the area. Mr. Swierk
22 stated he is glad the business is doing great and they are able to expand. He then stated with regard to
23 parking, he referred to other businesses such as restaurants which are not required to have parking
24 permits. Mr. Schoon noted that employees of businesses should not park in public or customer spaces
25 and that enforcement took place. He identified the prior condition approved by the Village Council
26 relating to parking due to its potential impact on restaurant and retail uses, which are the desired uses
27 in the Overlay District. Ms. Case stated she is also in favor of the request and suggested the student
28 employees also have parking passes. Chairperson Orsic agreed with all the comments made and asked
29 for a motion.

30
31 Ms. Case moved to recommend approval for the special use to allow the applicant, Schoolhouse 4 Math,
32 LLC, a franchisee of Mathnasium, to expand and operate its existing math learning and tutoring center at
33 1060 Gage Street into the space at 1054 Gage Street within the C-2 commercial overlay district based on
34 the findings of fact nos. 1-12 with the condition that the existing parking pass requirement be
35 maintained. The motion was seconded. A vote was taken, and the motion unanimously passed, 6 to 0:

36 AYES: Alt, Case, Danley, Golan, Kunkle, Orsic

37 NAYS: None

38
39 ***



Agenda Item Executive Summary

Title: Resolution No. R-98-2021: Purchase of Underground Stormwater Vaults (Adoption)

Presenter: James J. Bernahl, Director of Engineering/Village Engineer

Agenda Date: 12/07/21

Consent: ☐ YES ☒ NO

- ☐ Ordinance
- ☒ Resolution
- ☒ Bid Authorization/Award
- ☐ Policy Direction
- ☐ Informational Only

Item History:

Fiscal year 2022 Budgeted procurement of storm water vault system for the North of Willow Stormwater Improvement project. Approval of intergovernmental agreement with NTHS on June 28th, 2019; Approval of intergovernmental agreement with Winnetka Park District on March 10th, 2020.

Executive Summary:

As part of the Village's North of Willow Road Stormwater Improvement project on the Duke Childs Field and Little Duke Field, staff is recommending the procurement of the underground stormwater vault system in preparation of construction scheduled to begin in June of 2022. The intergovernmental agreements (IGA's) allow the village to construct underground storage on the New Trier High School and Park District Duke and Little Duke Fields as part of the Villages north of willow road stormwater improvement project. Staff is recommending the procurement of the underground vault system in preparation for construction to begin in June of 2022.

The installation of the underground vault system is a critical component to providing the necessary stormwater detention volume as part of the West and Southwest Overall Stormwater Master Plan. A significant portion of stormwater storage is being provided with underground storage. The proposed vaults installed beneath the Duke and Little Duke Fields as part of the Phase I construction are a critical component in the overall management of the stormwater north of Willow Road.

Attached are a series of exhibits explaining the proposed underground stormwater storage facilities currently being designed for the Village. The attached exhibit shows the layout for the two proposed underground storage facilities located on Duke Childs Field and Little Duke Field, providing 20.7 ac-ft of stormwater storage. This attachment also shows details of the construction of these underground storage facilities, which are designed based on the StormTrap underground storage system.

The Village has worked closely with our intergovernmental partners and StormTrap with the design of the detention volume to meet the Village's needs and to accommodate existing field conditions. The Village is planning for construction to commence in June of 2022 for the installation of the underground vault system. In order to ensure that the vault system is designed, built, and ready for delivery by that date it is important that the vaults begin being constructed as soon as possible. Per the intergovernmental agreements with the New Trier High School, the construction of the vault system must begin on time so the District has ample time to complete their sequenced improvements.

Executive Summary (continued):

To ensure that the underground vault system would be ready for delivery to maintain the Village's construction schedule, Strand the Village's engineering consultant sought a vendor that could manufacturer, meet this time frame, and have the ability to store the vault system until the fields are available for installation. Based on these discussions with vendors, StormTrap was the preferred manufacturer. Storm Trap is considered a leading provider of modular precast concrete solutions and has provided similar underground vault system products to the Village of Wilmette and Glenview.

Based on StormTrap's understanding of the project, their ability to meet the Village's requirements, and their fair market price, staff is recommending that the Village Council waive the bidding process and award a sole source contract to StormTrap for the design, manufacture, storage, and delivery of the stormwater vault system for the North of Willow Road Stormwater Improvement Project for an amount not to exceed \$4,239,210.

The Village has budgeted \$19.3 million in the FY2022 budget for stormwater capital projects. The funding source for this portion of the project will be paid for from accumulated reserves in the Stormwater Fund. This cost is consistent with Strands estimates that were provided to the Village Council during its stormwater program financing review in November of 2020.

Recommendation:

Consider adopting Resolution No. R-98-2021 approving the purchase of Underground Stormwater Vaults from StormTrap for the facilities located on Duke Childs Field and Little Duke Field for an amount not to exceed \$4,239,210.

Attachments:

1. Resolution No. R-98-2021: Waiving Bidding and Approving a Purchase of Underground Stormwater Vaults from Stormtrap, LLC
 - Exhibit A: Showing StormTrap Layout StormTrap Proposal and Agreement

ATTACHMENT 1

RESOLUTION NO. R-98-2021

A RESOLUTION WAIVING BIDDING AND APPROVING A PURCHASE OF UNDERGROUND STORMWATER VAULTS FROM STORMTRAP, LLC

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

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

WHEREAS, the Village has adopted the West and Southwest Overall Stormwater Master Plan to address the critical need for stormwater detention and management infrastructure ("***Stormwater Plan***"); and

WHEREAS, as part of the Stormwater Plan, the Village seeks to procure underground stormwater vaults ("***Underground Vaults***"), to be installed on the Duke Childs Field and Little Duke Field beginning in June 2022; and

WHEREAS, due to the substantial size of the Underground Vaults, the need to store the vaults prior to installation, and the short timeline within which to begin installation, the project is not suitable for competitive bidding; however, the Village has received a quote for the Underground Vaults from Stormtrap, LLC, in an amount not to exceed \$4,239,210.00; and

WHEREAS, Village staff has recommended that the Village Council (i) waive competitive bidding pursuant to Section 4.12.010.C of the Village Code, Section 1V.3.D of the Village's Purchasing Manual, and the Village's home rule authority; and (ii) award a contract to Stormtrap, LLC, for the Underground Vaults in an amount not to exceed \$4,239,210.00;

WHEREAS, the Village Council has determined that it is in the best interests of the Village to (i) waive competitive bidding pursuant to Section 4.12.010.C of the Village Code and Section 1V.3.D of the Village's Purchasing Manual; and (ii) award a contract to Stormtrap, LLC, for the Underground Vaults;

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

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

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

December 7, 2021

R-98-2021

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

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

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

ADOPTED this 7th day of December, 2021, pursuant to the following roll call vote:

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

Signed

Village President

Countersigned:

Village Clerk

EXHIBIT A
Purchase Order

[illegible][illegible]



October 15, 2021

Confidential Proposal for North Willow Rd Stormwater Improvements – Winnetka, IL

StormTrap, LLC (StormTrap) is pleased to present our comprehensive proposal for the above-named project. The proposed StormTrap design for this project is very efficient and cost effective and will allow your company to meet the intended application and timelines of this project. The StormTrap project design should be assessed on a total installed cost basis as the **storage efficiency** of StormTrap's proprietary design allows for a **smaller footprint** than other materials. The speed and ease of installation will save the owner time and money. In addition, **life cycle benefits** of a precast concrete system that is **easily maintained and durable** (>100 yrs) must be taken into consideration. All details contained herein are **strictly confidential** and can only be shared with individuals at your company, and if necessary, the project owner, owner's representative, developer, engineer-of-record or contractor.

Company Background:

StormTrap is the leading provider of innovative modular precast concrete stormwater management solutions for in North America. StormTrap offers the industry's most efficient water quantity and water quality products for managing runoff, protecting waterways and improving the use of property. StormTrap has dedicated stormwater management professionals across the United States and Canada who work with contractors, owners, municipalities and engineers to understand the localized project requirements and assist in specification development. StormTrap will then take responsibility for the overall design and engineering of the proprietary StormTrap precast concrete modules as well as the localized manufacturing and delivery of the precast concrete modules to the project site. StormTrap has been providing high quality, cost effective stormwater management solutions since 2000. Since 2016 StormTrap has completed over 1,000 basins comprised of over 60,000 pieces across the United States.

StormTrap is very capable and ready to immediately begin work with your company to get started. Once awarded the project, a project team of professionals from StormTrap and our NPCA certified manufacturing partner will work diligently to complete the project on time and under budget.

StormTrap Project Contacts:

Brian Rieger
Territory Manager – IL
Direct 815-258-1261
brieger@stormtrap.com

Keith Pfeifer
General Sales Manager – Central Region
Direct 815-791-6449
kpfeifer@stormtrap.com

Vince Polera
Senior Project Manager - Central Region
Direct 815-791-8217
vpolera@stormtrap.com

Project Scope Summary:

StormTrap's scope of work will include the details below for the above-named project represented in StormTrap Preliminary Drawings attached in the Exhibits. This document is acting as a detailed explanation of the StormTrap Proposal shown in the Exhibits.

➤ **North Willow Rd Stormwater Improvements**

FOB Jobsite for StormTrap (excluding taxes and other exclusions): \$4,239,210.00

Detention Systems

- **Duke Childs @ \$3,009,880.00**
 - 9'-4" DoubleTrap
 - 1142 Pieces + 26 End Panels
 - Max pick weight approx. = 15,400#
 - **Little Duke @ \$1,229,330.00**
 - 10'-10" SingleTrap
 - 438 Pieces + 20 End Panels
 - Max pick weight approx. = 16,400#
 - Items ***included*** by StormTrap:
 - Pre-cast access openings with ladder rungs and pipe penetrations
 - Joint Wrap and Joint Tape for external and internal joint soil tightness
 - 2 sets (8 total) of lifting clutches
 - Delivery to jobsite, weekdays, normal business hours – 534 total standard flatbed loads
 - Project Manager for scheduling production and delivery of StormTrap items, attendance at preconstruction meeting, and on-site during installation as needed.
 - Items ***excluded*** by StormTrap:
 - Unloading and installation of pieces
 - Weekend and after business hours Delivery
 - Risers, frames, covers and related accessories for access openings and pipe penetrations
 - Filter Fabric for soil separation
 - Waterproofing Sealants or Geomembrane Liners, if required by civil engineer
 - Applicable sales tax
- **Terms and Conditions**
- StormTrap's Standard Terms and Conditions apply. See Exhibit A.
 - 90% of per piece amount to be Invoiced monthly as Materials Produced, Due Net 30 days.
 - 10% of per piece amount to be Invoiced at time of shipment, Due Net 30 days.
 - StormTrap's Project Specific Terms and Conditions apply as noted below and shall be incorporated into any contract.
 - Final project schedule to be mutually agreed upon. Contractor will assist with obtaining approvals in a timely basis.

➤ **Installation Information:**

- **Production Lead Time**
 - To be determined, with consideration for project schedule and production capacity. StormTrap understands that the current schedule calls for construction to begin on June 1.
- **Installation Details**
 - Our Operations team will work with you on the logistics / coordination of the installation / delivery process. This includes availability of product, delivery sequence / schedule & being on site at least for the early portion of the installation process to help answer questions.
 - StormTrap's Project Manager will plan to be on the project site during installation on an as needed basis. On large jobs this is typically the first 1-2 days of an install, or when a specific question arises.
 - Due to the size and weight of the pieces this project will ship either 2 or 3 pieces per truck. We recommend assuming 17 to 20 loads to be delivered per day, however, we have seen contractors take over 20 loads per day when additional trucks are available.
 - Either an excavator or a crane can be used – both are very common. If considering an excavator, it is important to take into consideration the height of the pick when the pieces arrive on the truck / flatbed.
 - The offloading / setting rate also depends upon site specifics (i.e. staging area, moisture conditions, offloading methods, etc.), availability of trucks & the truck route.
 - Installing contractors can also choose to ship and offload pieces to a staging area ahead of time to increase the efficiency of the installation.
- **Installation References:**
 - StormTrap Installation Guide: <https://stormtrap.box.com/s/i7q4rghlpkpyqa3bzaf173frveqtc58e>
 - DoubleTrap Installation Video: <https://youtu.be/n1WLiweQzWs>

Thank you for taking the time to review this information. Should you have any questions, or care to discuss, please do not hesitate to contact me via email or cell phone. We look forward to working with you on this project!

Sincerely,

Brian Rieger
Territory Manager – IL

Attachments:

Exhibit A: StormTrap Proposal with Terms and Conditions

Exhibit B: StormTrap preliminary drawings



EXHIBIT A:

StormTrap Proposal and Standard Terms & Conditions
Provided via separate PDF document

Proposal Agreement

StormTrap, LLC

1287 Windham Parkway

Romeoville, IL 60446

Phone: 815-941-4549

Fax: 331-318-5347



StormTrap®

Customer P.O. Number:	Date: 10/14/2021
Purchaser Company Name: Village of Winnetka Contact: Address: 510 Green Bay Rd. City, ST, Zip: Winnetka, IL 60093 Phone: Fax: - Email:	StormTrap Contact Name: Brian Rieger Email: brieger@stormtrap.com Phone: 815-258-1261 Terms Invoice monthly for produced material in the amount of 90% of the per piece value. Final 10% to be invoiced at the time of shipment. All payments due Net 30 days. *Pending Credit Approval
Project Name: North Willow Rd. Stormwater Improvement Contact: Address: Willow Rd. and Hibbard Rd. City, ST, Zip: Winnetka, IL 60093 Phone: Email:	Shop Drawings This proposal is based upon and relied upon the attached StormTrap layout (and noted design criteria) dated 10/14/2021. Any changes to the layout or design criteria will affect the below quoted price.

Delivery

Pieces will be delivered by Common Carrier with the installing contractor responsible for unloading at the job site. 539 total loads allowed. One hour per load is allowed for unloading. \$85.00 per hour for any time thereafter. The total loads quoted are based on all material being available at the time of delivery. The contractor is responsible for providing safe/adequate means of ingress and egress from the jobsite.

Seller to Furnish the Following Materials* Specified Below:

*Note: Prices include all necessary joint wrap and joint tape to complete the above stated project.

Description	Pieces	Max Pick Weight
9'-4" DoubleTrap - Duke Childs	1,142 Pieces / 26 End Panels	15,400#
10'-10" DoubleTrap - Little Duke	438 Pieces / 20 End Panels	16,400#

Prices do not include unloading, setting, or installing the system. Prices do not include any needed riser rings or frames, covers/grates, or any other material including geogrid or geoweb, when applicable. The purchasing contractor agrees to install or have the system installed by others in compliance with the installation specifications. Before any work begins, a preconstruction meeting must take place between StormTrap and the purchasing contractor.

TOTAL ORDER: \$4,239,210.00

Taxes not included

To Execute This Order Please Sign and Return Within 30 Days. Price Valid for 30 Days.

Accepted by: _____
Purchaser

Acknowledged by: StormTrap, LLC
Seller

Print Name/Title

Print Name/Title

Date:

Date:

Terms and Conditions: By signing this Proposal, the terms and conditions on the reverse side of this form apply to the foregoing Proposal, to any orders, quotations, proposals, sales or deliveries from StormTrap, LLC ("Seller") to Purchaser and are hereby incorporated by reference into any StormTrap Proposal to Purchaser. Any different or additional terms in any documents from Purchaser, including but not limited to, order acknowledgements, are objected to and rejected, are deemed to materially adhere these terms, and will not become part of any contract.



STANDARD TERMS AND CONDITIONS

Terms and Conditions. The following terms and conditions apply to the foregoing Proposal, to any orders, quotations, proposals, sales or deliveries from StormTrap, LLC ("Seller") to Customer and are hereby incorporated by reference into any Seller Proposal to Customer. Any different or additional terms in any documents from Customer including but not limited to order acknowledgements are objected to and rejected, are deemed to materially alter these terms, and will not become part of any contract.

Purchase Price and Payment Terms. Payment for all material and goods purchased under this Proposal or any orders, quotations, proposals, sales or deliveries from Seller (the "Materials"), as well as for freight or other services purchased, is Net 30 Days from date of invoice. A finance charge of 2% per month (24% per annum) will be assessed beyond that time period. Seller may submit periodic invoices for progress payments for the value of materials produced or incorporated in the work or stored on site or at any precaster's site, less previous invoice amounts paid. Customer will pay a deposit as shown on the Sales Quote before production will begin or five days prior to scheduled delivery. Deposit will be applied to final invoice. Customer understands that payment obligation is unconditional – there are no pay-when-paid or retainage provisions applicable, and there are to be no amounts withheld, retained, or deferred pending payment by any third parties.

Taxes. Customer will be solely responsible for payment directly to taxing authority or reimbursement to Seller, when paid by Seller, of all sales, use or similar taxes, and any duties or permits or any other fees imposed upon this transaction by any level of government whether due at the time of sale or later (excluding Seller's income taxes).

Delivery. Unless otherwise specified above, all prices are F.O.B. Customer's job site. Deposit requirement must be met prior to scheduling delivery. Quoted lead times are subject to change at any time until order is placed by Customer and accepted by Seller. Shipping and delivery dates stated are approximate. If a Target Date for delivery is specified, and Customer subsequently requests that Seller postpone, delay or defer shipment or delivery past the Target Date Seller may (a) invoice Customer (Net 30 Days) for materials as if the delivery had been made on the Target Date; (b) charge and periodically invoice Customer for storage, maintenance and security for the period between the Target Date and actual shipment and delivery; (c) charge and invoice Customer for extraordinary costs, production costs, charges or expenses incurred by Seller to meet the Target Date, and incurred by Seller as a consequence of the postponement, delay or deferral requested by Customer; and (d) adjust the schedule and defer production, shipment and delivery, without penalty, to allow Seller to meet its other pending manufacturing, shipment and delivery commitments.

Force Majeure. Seller will not be liable for any delay in performing or for partial or complete failure to perform hereunder if such delay or failure is due to fire, flood, explosion, Act of God, force majeure, accident, war, epidemics, pandemics, embargoes, intervention of governmental authorities, strikes, riots, mobs, labor disputes, material shortages, transportation delays, any act or omission of Customer, its agents or employees or any party retained by, through or under any of them, or any other cause similar or dissimilar which is beyond Seller's reasonable control.

Change Orders. Customer and Seller may agree in writing at any time to make additions, deletions or revisions in the Materials or services to be provided, and Seller shall not be obligated to make any such change without execution of a written change order signed on behalf of Seller by Seller's authorized representative and by Customer. If Seller commences work to implement a change order at Customer's request before price and time adjustments are agreed to in writing, Seller shall be entitled to reasonable compensation including profit and reasonably necessary time extensions to the schedule. In the event of any increase in the cost or time required for Seller's performance caused by conditions not reasonably foreseeable, force majeure events described above, any act or omission of Customer, its agents or employees or any party retained by, through or under any of them, or other causes not within Seller's reasonable control, the Purchase Price and schedule shall be equitably adjusted.

Acceptance. The Materials will be deemed accepted by Customer upon the earlier of (i) written acceptance, (ii) 5 days after delivery, unless Customer shall have notified Seller in writing of deficiency in the Materials, or (iii) commencement of beneficial use of the Materials. Upon such acceptance, payment of any unpaid balance of the purchase price will be due on the payment terms herein. Payment in full shall also constitute acceptance and waiver of all claims other than claims relating to the written warranty described below.

Confidential Engineering Data. The drawings and specifications of any Seller proposal or any quotation are confidential engineering data, and represent Seller's investment in engineering skill and development, all of which remain the property of Seller. Customer, its successors and assigns will neither use nor disclose any confidential information in any manner except as is required for the project or work contemplated by this Agreement. Seller maintains and reserves all copyrights, patents and intellectual property rights with respect to the Materials. All specifications and dimensions of proposal drawings are approximate, and are subject to changes during detailed engineering. Weights are approximate. Purchased materials and components referred to by trade-names or by manufacturer may be interchanged at the option of Seller with other materials and components of at least equal quality. All molds, dies, tools, special fixtures, jigs, patterns, plates and models used by Seller in manufacture or installation are and remain the property of Seller. After Seller receives an order from Customer, Seller will submit layout drawings to Customer, if required. Customer will check and verify such layout drawings reasonable promptness.

Marketing Materials. Customer agrees that Seller may use in Seller's website, brochures and other printed or electronic marketing materials, Customer's name and logos, and photographs or renderings of the project site and related area, including Customer's facility.

Warranty. Seller's standard written five year limited warranty will be provided separately on request, is available on our website at <http://stormtrap.com/warranty/> and is incorporated herein by reference. **SUCH WRITTEN LIMITED WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES NOT EXPRESSLY SET FORTH THEREIN, WHETHER EXPRESS OR IMPLIED BY OPERATION OF LAW OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OF FITNESS FOR A PARTICULAR PURPOSE. 5. THE LIMITED WARRANTY IS THE EXCLUSIVE REMEDY FOR CUSTOMER WITH RESPECT TO THE MATERIALS.** Customer must give written notice to seller of any defects within 30 days from the date that such defects were discovered or should have been discovered and in any event within 30 days after the last day of the applicable warranty period. Failure by Customer to give such timely written notice to Seller waives, releases and discharges Seller from all warranty claims relating to such defects.

Limitation of Liability. Customer agrees that in no event, whether as a result of a breach of contract or warranty, negligence, indemnity, statute or common law,

or any other cause, whatsoever, and regardless of the form of legal action or the theory of recovery, will Seller or its subcontractors or affiliates be liable for (i) consequential, indirect, economic, special, incidental, exemplary or punitive damages including, but not limited to, loss of production, profits or revenues, loss of use of the materials or any other property, cost of capital, cost of substitute materials, facilities or services, downtime costs or claims of customer's clients for such damages, even if Seller is advised of such risks, nor (ii) any losses, expenses or damages under any claim of any kind in excess of the Purchase Price to the extent actually paid to Seller for the Materials relating to the claim.

Risk of Loss; Insurance Coverage. If delivery is included in the Purchase Price, risk of loss passes to Customer when the Materials are delivered to the site. If delivery is not included in the Purchase Price, risk of loss passes to Customer upon delivery of any portion of the Materials to a carrier for shipment and Customer agrees to maintain insurance covering materials in transit. In addition, regardless of whether delivery is included in the Purchase Price, Customer agrees to maintain insurance, such as all-risk or builders risk insurance, covering Materials on site against loss by fire, theft or other hazard at least equal to the purchase price of the Materials (and other work and materials on site) until the purchase price is completely paid, and to provide Seller a certificate of insurance upon request.

Compliance With Codes. As government and industry codes, laws and standards may apply differently depending on Customer's use of the Materials, compliance with government and industry codes, laws and standards is solely Customer's responsibility.

Lien; Security Interest. Seller will protect Customer against any lien asserted against Customer's property for materials or services furnished by others under contract with Seller, provided that Customer makes the payments required under this Contract and provides Seller timely notice of any claims for lien. Customer acknowledges that Seller reserves all rights and remedies available to secure Seller's payment due Seller under this Agreement. Customer grants Seller a security interest in any and all Materials pursuant to this Agreement or any orders, quotations, proposals, sales or deliveries from Seller to Customer, until the purchase price is fully paid. Customer hereby authorizes filing of a financing statement evidencing the security interest.

Termination; Cancellation. If Customer defaults in its obligations hereunder or materially breaches this Agreement, including but not limited to Customer's failure to timely pay all amounts due hereunder, then, in addition to any other available remedies in equity or at law, Seller may terminate this Agreement upon notice and seek all other available remedies. If Seller agrees to permit Customer to return Materials purchased, Customer will pay a 25% restocking fee for returned Materials. If Customer cancels or repudiates this Agreement in whole or in part except as permitted hereunder, Seller shall, in addition to those remedies provided under applicable law including but not limited to the Uniform Commercial Code, be entitled to recover from Customer (1) the portion of the purchase price chargeable for work completed in manufacturing or delivering the Materials as of the date of termination (2) any direct liabilities, obligations, damages, and/or claims incurred by Seller in performing under this Agreement and (3) gross profit on the terminated portion of the order, equal to not less than fifteen percent (15%) of the unpaid portion of the purchase price. Nothing herein shall be construed to waive, limit or otherwise deprive Seller of any remedy available at law or in equity for Customer's cancellation or repudiation of this Agreement. Customer shall not have the right to reject specified, approved and delivered Materials unless the Materials are proven defective.

Costs of Collection; Indemnification. In the event Customer shall default in its obligations hereunder or materially breaches this Agreement, in addition to all other remedies, Customer shall be liable for Seller's costs of collection, including reasonable attorneys' fees, costs of collection, litigation costs, expert witness fees and any other costs associated with collection, whether or not suit is actually filed. Separately, to the fullest extent permitted by law, Customer also agrees to indemnify, defend and hold harmless Seller, its affiliates, successors and assigns from and against any liabilities, claims, demands, damages, losses and expenses (including attorney's fees) arising from any act or omission of Customer or its employees or agents, any party under Customer's direction or anyone acting on behalf of Customer, including but not limited to claims arising out of personal injury or death to any person (whether an employee of Customer or any other person) and damage to any property. Seller does not indemnify Customer.

Assignment; Waiver; Interpretation. Customer may not assign in whole or in part without written consent of Seller. Seller may assign its rights and/or obligations hereunder. Customer acknowledges that these terms and conditions, and Seller's proposal if any, constitute the entire agreement between Seller and Customer and supersede any prior agreements and representations. Customer acknowledges and agrees that any prior or contemporaneous promises, agreements, or representations, whether oral or written, or created through custom, usage, or course of dealing are also superseded by these terms and conditions. No waiver of any of these terms and conditions will be valid unless in writing and signed by an authorized representative of Seller. Waiver of any breach or default will not be deemed a waiver of any subsequent breach or default. Delivery of these terms and conditions constitutes either an offer or an acceptance by Seller. If these terms and conditions constitute an offer by Seller, Customer's acceptance shall be limited to these terms and conditions. If Customer has made an offer and if these terms contain different or additional terms or conditions than the terms or conditions of Customer's offer, then any acceptance of Customer's offer by Seller is expressly made conditional on assent by Customer to the additional or different terms or conditions hereof. Customer shall be bound by these terms and conditions. Any terms and conditions which are not enforceable are deemed severed only to the extent of such non-enforceability.

Notice. Notice under this Agreement will be deemed given (i) when sent by fax or electronic mail with electronic or other confirmation of receipt, or (ii) one business day after being sent by reliable overnight courier, or (iii) three business days after being placed in a postage prepaid envelope, registered or certified mail, and deposited with the U.S. Post office, properly addressed.

Governing Law and Venue. This Agreement and any dispute between the parties will be governed by the law of the State of Illinois and shall be litigated only in the Circuit Court of Grundy County, Morris, Illinois and Customer hereby consents to personal jurisdiction in said court.

Electronic Commerce. Subject to applicable Illinois and federal law, any data digitally signed and electronically transmitted shall be as legally sufficient as a written, signed, paper document exchanged between the parties, notwithstanding any legal requirement that the data be in writing or signed. A signature hereto or to any amendment, modification or change order hereto sent or delivered by facsimile or other electronic transmission shall be as legally binding and enforceable as a signed original for all purpose.



Agenda Item Executive Summary

Title: 714-740 ELM STREET & 511-515 LINCOLN – STONESTREET PARTNERS - PLANNED DEVELOPMENT
- CONCEPT PLAN REVIEW

Presenter: David Schoon, Community Development Director

Agenda Date: 12/07/2021

Consent: ☐ YES ☒ NO

☐	Ordinance
☐	Resolution
☐	Bid Authorization/Award
☐	Policy Direction
☒	Informational Only

Item History:

None

Executive Summary:

On December 7, 2021, the Village Council is scheduled to consider a planned development concept plan application filed by Stonestreet Partners, LLC (the “Applicant”), as the designee of the property owner, RIC (Winnetka Lincoln) LLC (the “Owner”), who owns 714-16 Elm Street, 718-732 Elm Street, 740 Elm Street, 511 Lincoln Avenue, and 515 Lincoln Avenue following a foreclosure action (the “Subject Property”).

The Applicant has submitted for concept plan review by the Village Council a five-story mixed use planned development for the Subject Property, which it continues to call One Winnetka, and which consists of the following elements:

- a) 74 residential rental units,
- b) 18,000 square feet of commercial space, and
- c) a total of 158 parking spaces consisting of 43 spaces at ground level for the commercial uses and 115 spaces on the lower(underground) level for the residential uses.

Attached is a separate staff report providing further details regarding the Applicant's request. Included in the staff report and attachments is additional information regarding the Applicant, the project architect, and Murphy Development Group, who will serve as the General Partner on the project.

Recommendation:

At the December 7, 2021, Village Council meeting, staff recommends that the Village Council review the Applicant’s concept plan application, and that Council members provide individual comments, suggestions or recommendations on the proposed mixed-use development.

Attachments:

1. Staff Report
2. Applicant’s Concept Plan Application Materials



MEMORANDUM VILLAGE OF WINNETKA

COMMUNITY DEVELOPMENT DEPARTMENT

TO: VILLAGE COUNCIL
FROM: DAVID SCHOON, COMMUNITY DEVELOPMENT DIRECTOR
DATE: DECEMBER 2, 2021
SUBJECT: 714-740 ELM STREET & 511-515 LINCOLN - STONESTREET PARTNERS, LLC
PLANNED DEVELOPMENT - CONCEPT PLAN REVIEW
(CASE NO. 2021-39-PD)

INTRODUCTION

On December 7, 2021, the Village Council is scheduled to consider a planned development concept plan application filed by Stonestreet Partners, LLC (the "Applicant"), as the designee of the property owner, RIC (Winnetka Lincoln) LLC (the "Owner"), who owns 714-16 Elm Street, 718-732 Elm Street, 740 Elm Street, 511 Lincoln Avenue, and 515 Lincoln Avenue following a foreclosure action (the "Subject Property"). Stonestreet Partners was also the development entity for the previous One Winnetka final planned development for the site, which the Village Council had previously approved and subsequently rescinded its approval due to noncompliance with the terms of the applicable development agreement. The application materials also state that Murphy Development Group will serve as the General Partner, "who will gather input from the project team but have full control over the development of One Winnetka." The designated architect for the new project is OKW Architects, LLC.

The Applicant has submitted for concept plan review by the Village Council a **five-story mixed use planned development** for the Subject Property, which it continues to be called One Winnetka, and which consists of the following elements:

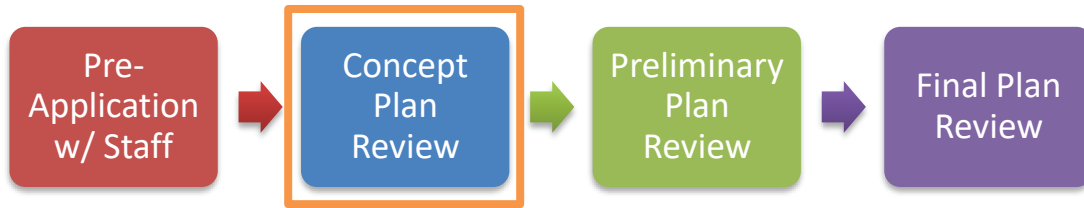
- a) 74 residential rental units,
- b) 18,000 square feet of commercial space, and
- c) a total of 158 parking spaces consisting of 43 spaces at ground level for the commercial uses and 115 spaces on the lower (underground) level for the residential uses.

The Applicant's concept plan application materials are included in Attachment A.



Figure 1
Proposed Concept Plan -
Elm Street Perspective
Drawing

The purpose of the Village Council’s review of the concept plan application is to broadly acquaint the Council with the Applicant’s proposal and provide the Applicant with any preliminary views or concerns members of the Council may have early in the process when adjustments are still possible and prior to the Applicant expending the funds necessary to prepare the complete documentation required for a preliminary plan application.



After hearing the comments and suggestions from the Village Council, if the Applicant decides to proceed with the project, the Applicant will need to submit a preliminary planned development application with all the required documents for consideration by the Planned Development Commission and the Design Review Board. Property owners within 250 feet of the Subject Property would then be notified of these meetings by mail notice, a notice would be published in the local newspaper, and signs would be posted on the Subject Property. Once the advisory bodies have completed their respective reviews, the Village Council would consider the advisory bodies’ findings and recommendations on the preliminary plan and vote to grant, deny, or modify the planned development application, or the Village Council may return the matter to the Planned Development Commission or Design Review Board for further consideration and findings. Provided the preliminary plan is approved by the Village Council, a final plan must then be submitted for the Village Council’s consideration. If the Council finds the final plan substantially conforms to the approved preliminary plan, the Council will approve the final plan.

DESCRIPTION OF PROPERTY

The Subject Property is generally located on the southeast corner of Lincoln Avenue and Elm Street and is approximately 1.10 acres (Figure 2). The Subject Property contains five vacant commercial buildings. In the center of the buildings is a small surface parking lot that accommodates approximately 14 cars. The Village parking lot immediately east of the Subject Property (the “Village Parcel”) would not be part of the Applicant’s redevelopment plans. The 63 parking spaces on the Village Parcel would continue to be available for use by customers and employees of the Elm Street Business District.

Unlike recent proposals for the site, the Subject Property and the proposed development **does not include** 736 Elm Street, which is owned by Elm Street Pharmacy, LLC, and is home of Conney’s Pharmacy. Though the Subject Property does include 740 Elm Street, which is commonly referred to as the former Phototronics building, the Applicant only intends to “refresh” the look and re-tenant the building, while the Applicant would redevelop the remainder of the Subject Property with the proposed mixed-use development.

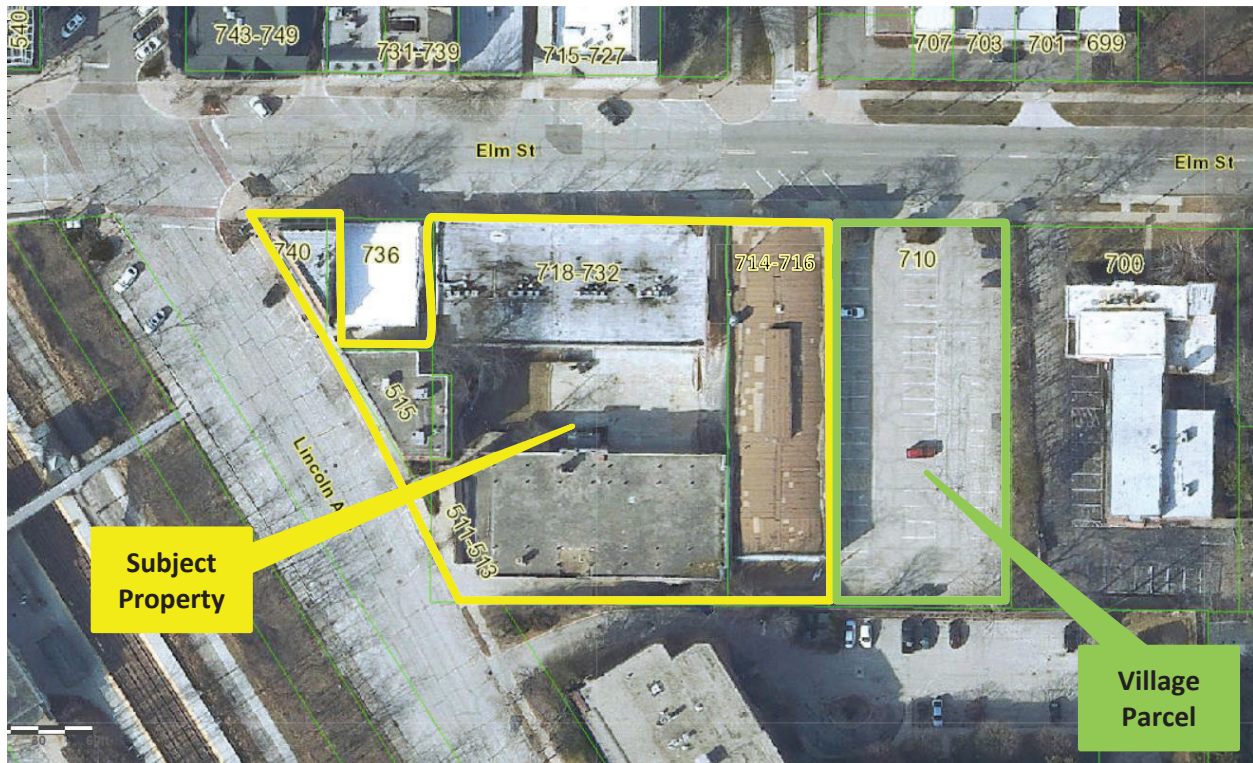


Figure 2 – Aerial Map

The Subject Property is zoned C-2 General Retail Commercial and a portion is located in the C-2 Overlay District as shown in Figure 3.

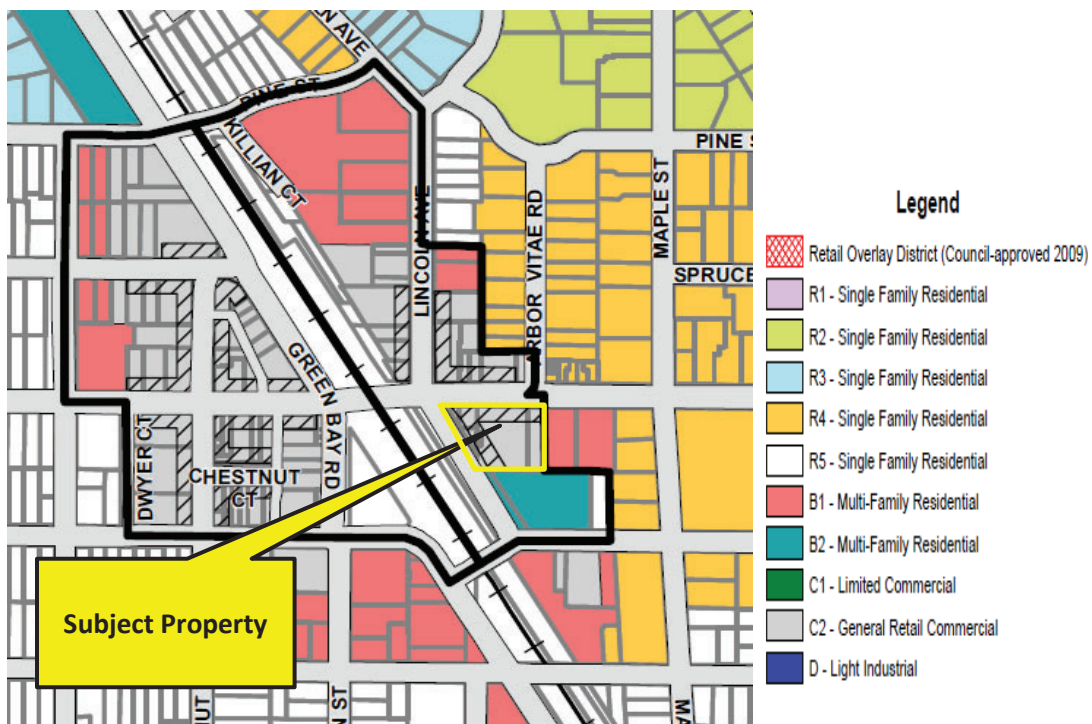


Figure 3 – Zoning Map

The Village's Comprehensive Plan designates the Subject Property as appropriate for mixed-use land uses as shown in Figure 4.

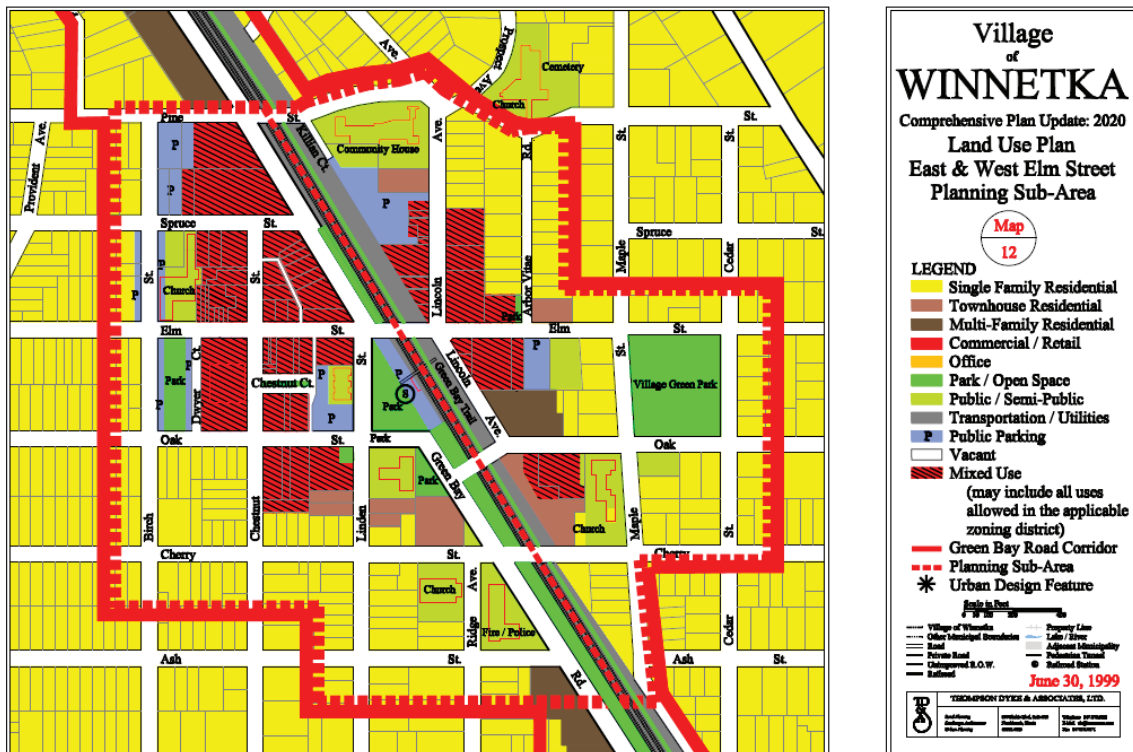


Figure 4 – Comprehensive Plan Land Use Plan

RECENT PROPERTY BACKGROUND

One Winnetka Approved Plan

On October 16, 2018, the Village Council adopted zoning and subdivision approval documents for the One Winnetka mixed-use development project on the Subject Property and the westerly portion of the Village Parcel (Ordinances M-11-2018, M-12-2018, M-13-2018 and Resolutions R-57-2018, R-58-2018).

On August 6, 2019, after the developer for the One Winnetka development failed to meet specific deadlines provided for in the approval documents, the Village Council adopted a resolution terminating the One Winnetka development agreement and zoning and subdivision approvals (Resolution No. R-69-2019).

Since that time the property has been going through the foreclosure process. The lender for the previously approved One Winnetka final plan has secured ownership of the Subject Property and legally owns the property as the Owner. Also, the Village has been pursuing property maintenance violations through the Circuit Court of Cook County. Recently, the Village entered into a settlement agreement regarding these issues and others with the previous legal entity that owned the One Winnetka property and its lender.

Recent Concept Plan Reviews - Submittals by CA Residential

On November 5, 2019, the Village Council considered a planned development concept plan application filed by CA Residential, LLC for properties at 714-740 Elm Street and 511-515 Lincoln Avenue. The development plan also included the Conney's Pharmacy site, which is owned by Elm Street Pharmacy, LLC., and one plan option included a portion of the Village Parcel.

Given the feedback from the Council at the November meeting, on January 21, 2020, the Village Council considered a revised planned development concept plan application filed by CA Residential for 714-740 Elm Street and 511-515 Lincoln Avenue, as well as 736 Elm Street, the Conney's Pharmacy site. With this revised proposal, CA Residential was no longer interested in acquiring a portion of the Village Parcel.

CA Residential never moved forward with a preliminary planned development application for any of the concept plans it had presented to the Village Council.

CURRENT PROPOSED PLAN

The Applicant has submitted a concept plan for a five-story mixed-use building for consideration by the Village Council, which development calls for the following:

- 74 residential rental units consisting of 1, 2 and 3 bedrooms on levels 2-5,
- 18,000 square feet of commercial space at ground level, and
- 158 parking spaces on the ground floor and lower levels.

The residential units would be accessed by a lobby off Lincoln Avenue. The lower-level parking for the residential tenants would be accessed off Lincoln Avenue along the south end of the property. The loading area for the building would also be in this general area. The bulk of the commercial space would be along Elm Street with a smaller portion along Lincoln Avenue. The commercial parking spaces would be located at ground level behind the first-floor commercial space and would be accessed off Elm Street by a two-way drive aisle.

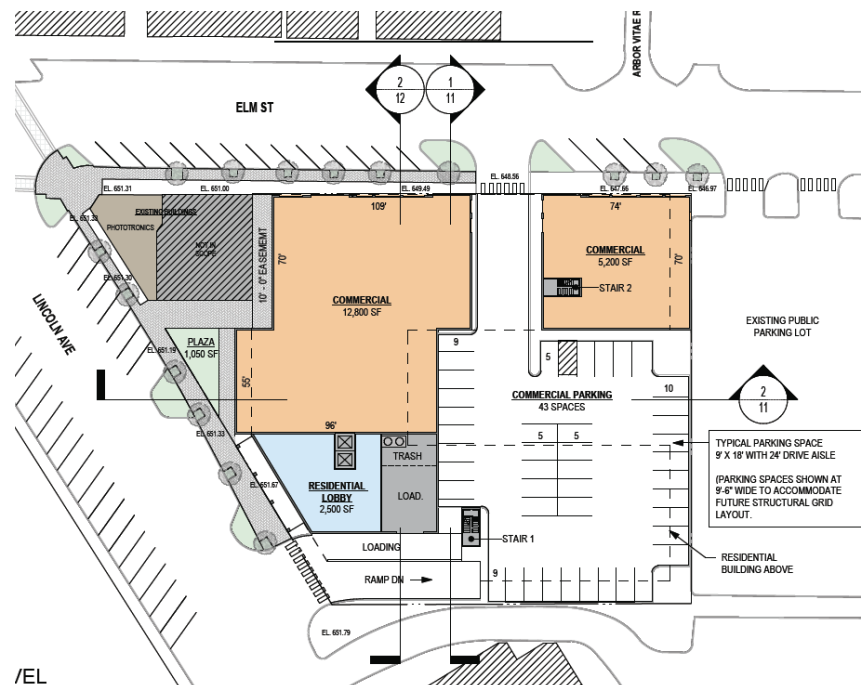


Figure 5 – Current Concept Plan – Ground Floor Plan

The façade of the building has a Tudor design. The commercial level would be stone and brick, the upper levels would consist of detailed brick, stucco, and timber elements. The Elm Street façade incorporates projecting bays at the second and third floor levels, which include steeply pitched gable roof elements.



Figure 6 – Current Concept Plan – Elm Street Elevation

In most locations the fourth-story building element would be stepped back from the front property line as required by code, and the fifth-story element would be stepped back even further. The step back of the upper stories is required by code to reduce the perceived scale of buildings at the sidewalk. Residential balconies are provided at the second and third floor levels and more extensive terraces at the fourth and fifth floor levels. During the preliminary plan review application, the Applicant will need to provide further details regarding the design of all building facades as well as the appearance of the design of that portion of the building façade that will wrap-around the Conney's Pharmacy building.

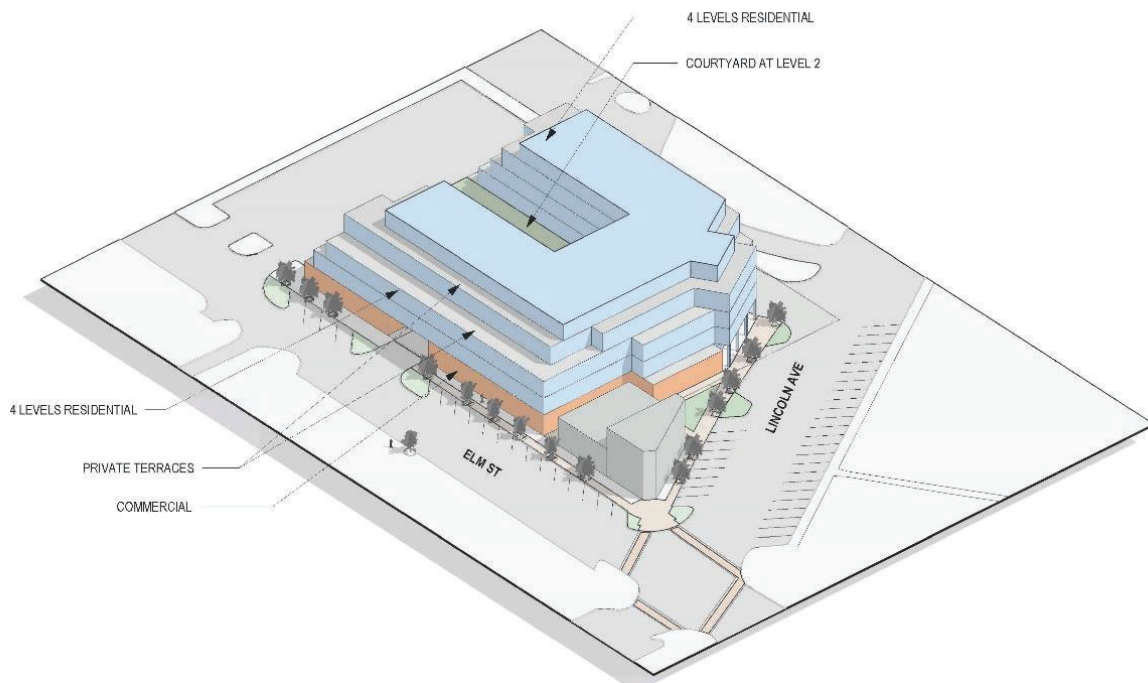


Figure 7 – Current Concept Plan – Oxonometric View

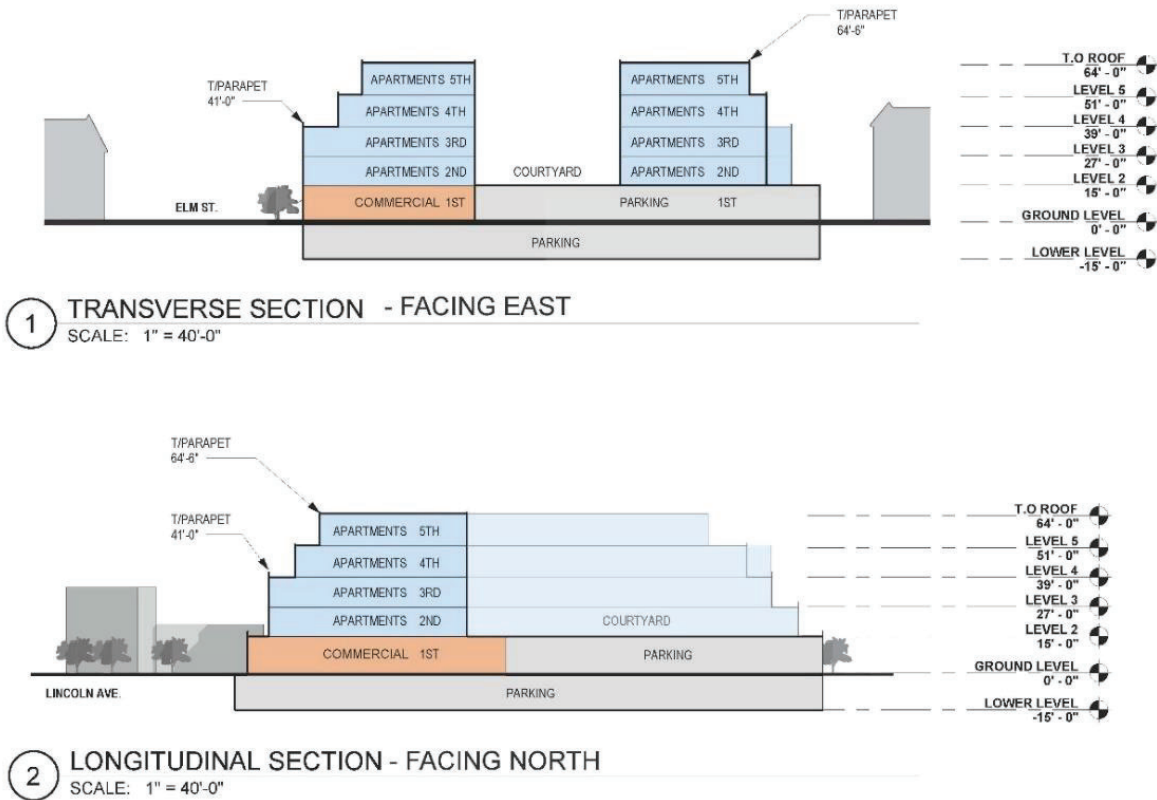


Figure 8 – Current Concept Plan – Building Sections

REQUIRED SUBDIVISION & ZONING RELIEF

Based upon staff's initial review of the concept plan submitted to date, the following subdivision and zoning relief has been identified; **additional relief may be necessary as the plans evolve and become more detailed:**

- A. Approval of a Plat of Consolidation, including an exception from the Subdivision Ordinance standard prohibiting side lot lines abutting rear lot lines.
- B. Approval of a Planned Development for a mixed-use development, which includes consideration and approval of the following ***special uses and exceptions*** from the requirements of the Zoning Ordinance:
 - a. The maximum building height allowed is 45 feet and 4 stories; the Applicant proposes a five-story building that is 64'-6" to the top of the parapet.
 - b. The maximum front yard setback shall be no more than three feet; the Applicant proposes the building to be setback more than three feet along portions of the Lincoln Avenue property line.
 - c. No side yard is required, but when a side yard is provided it must be at least three feet; the Applicant proposes some of the upper-level terraces to be less than three feet from the south property line.
 - d. Building levels at the fourth level or higher must be setback 10 feet from the front property line; the Applicant proposes a setback at the fourth level less than 10 feet from the Lincoln Avenue property line.
 - e. The minimum rear yard setback requirement is 10 feet; the Applicant proposes less than 10 feet along the easterly property line to accommodate the building and terraces.
 - f. The proposed parking located on the ground level requires special use approval.
- C. License Agreement. Upper story elements along Elm Street project over the right-of-way and thus a license agreement will be required for those improvements.

As previously stated, the Applicant is proposing a total of 158 on-site parking spaces. An exception is not required for the number of parking spaces. Based upon the Village Code requirement of 1.25 spaces per 1-bedroom units, 1.5 spaces per 2-bedroom units, and 2.0 spaces per 3-bedroom units, the proposed development is required to provide 113 parking spaces for the residential units; the Applicant is proposing 115 parking spaces. Given that the development could consist of commercial spaces greater than 2,500 square feet, the development is required to provide parking at 2 spaces per 1,000 square feet of net floor area for the commercial space. Given the total amount of commercial gross floor area, the development would not be required to provide more than 36 parking spaces. The Applicant is proposing 43 commercial spaces.

As part of the request for planned development approval requiring exceptions, an applicant must provide compensating benefits. The purpose of the compensating benefits is to advance the Village's physical, cultural, environmental, and social objectives in accordance with the Comprehensive Plan and other plans and policies. The Applicant has identified on page 6 of the plan set the following:

The compensating benefits and contributions of this One Winnetka Development will be a continuation and integration of the Downtown Winnetka Streetscape Improvement Plan on both Lincoln Avenue and Elm Street in front of our property, as well as on-site, at-grade parking for the intended commercial uses.

CONSIDERATION BY VILLAGE COUNCIL

Any member of the Village Council may make any comments, suggestions or recommendations regarding the concept plan they deem necessary or appropriate. However, no final or binding action is taken at this concept plan review step. Any views expressed during the Village Council's review of the concept plan are only preliminary and advisory and only the individual views of the member expressing them. Nothing said or done during the concept review shall be deemed to create, or to prejudice, any rights of the Applicant or to obligate the Village Council to approve or deny any preliminary plan application.

RECOMMENDATION

At the December 7, 2021, Village Council meeting, staff recommends that the Village Council review the Applicant's concept plan application, and that Council members provide individual comments, suggestions, or recommendations on the proposed mixed-use development.

ATTACHMENTS

Attachment A: Applicant's Concept Plan Application Materials

ATTACHMENT 2
Applicant' s Concept Plan Application Materials

ONE WINNETKA



DESIGN PRESENTATION
NOVEMBER 29, 2021



RIC (Winnetka Lincoln) LLC

November 19, 2021

Village of Winnetka
Department of Community Development
510 Green Bay Road
First Floor
Winnetka, Illinois 60093

Re: Designation of Stonestreet Partners, LLC as Agent to Act for Owner (714 Elm Street, Winnetka, Illinois 60093; 178 Elm Street, Winnetka, Illinois 60093; 740 Elm Street, Winnetka, Illinois 60093; 515 Lincoln Avenue, Winnetka, Illinois 60093 (collectively, the "Property"))

To Whom it May Concern:

This letter confirms that the owner of the above-referenced Property, RIC (Winnetka Lincoln) LLC ("Owner"), an Illinois limited liability company, has designated Stonestreet Partners, LLC ("Stonestreet"), an Illinois limited liability company, to act for Owner, subject to Owner's consent, before the Village of Winnetka (the "Village") in connection with applying for and negotiating entitlements, zoning and entitlement applications concerning the Property, including without limitation the concept plan submission submitted to the Village on August 23, 2021, concerning the proposed development of the Property (the "Project"), and its consideration at the upcoming Village meeting.

By signing below, Owner authorizes Stonestreet to submit the Project application.

Very truly yours,

Bill Olicki
Authorized Representative
RIC (Winnetka Lincoln) LLC
162 Cumberland Street, Suite 300
Toronto, Ontario M5R3N5 Canada

RIC (Winnetka Lincoln) LLC - 162 Cumberland St, Suite 300, Toronto Canada M5R3C9 416-966-1100

	VILLAGE OF WINNETKA, ILLINOIS DEPARTMENT OF COMMUNITY DEVELOPMENT
	PLANNED DEVELOPMENT CONCEPT PLAN APPLICATION

This application addresses the first step of the Village's planned development public review process. **Prior to submittal of this form** and accompanying project details, an applicant is **required** to meet with the Community Development Department staff to discuss the planned development requirements and procedures.

Once this application is received, Village staff will schedule a presentation of the application materials to the Village Council at a regular Council meeting. The purpose of the concept plan presentation to the Council is to broadly acquaint the Village Council with the applicant's proposal and provide the applicant with any preliminary views or concerns that members of the Village Council may have at a time in the process when positions are still flexible, adjustment is still possible, and prior to the time when the applicant is required to expend the funds necessary to prepare the complete documentation required for a preliminary plan application.

At the meeting at which the concept plan application is considered, any member of the Village Council may make any comments, suggestions or recommendations regarding the concept plan application deemed necessary or appropriate by that member; provided, however, that no final or binding action shall be taken with respect to any concept plan application. Any views expressed in the course of the Village Council's review of any concept plan application shall be deemed to be only preliminary and advisory and only the individual views of the member expressing them. Nothing said or done in the course of such review shall be deemed to create, or to prejudice, any rights of the applicant or to obligate the Village Council, or any member of it, to approve or deny any preliminary plan application following full consideration thereof as required by this Code.

The following materials are the minimum required for the processing of a concept plan review by the Village of Winnetka's Village Council. There is no filing fee for the concept plan review; however, review of a submitted formal *preliminary planned development* application will require payment of a filing fee(s). If you have questions regarding the completion of this process contact the Community Development Department at (847) 716-3525.

Current Property Owner Information

Legal Name: RIC (Winnetka Lincoln) LLC

Primary Contact: Bill Ulicki

Address: 162 Cumberland Street, Suite 300

City, State, Zip: Toronto, Ontario M5R3N5 Canada

Phone No. 416-966-1100

Email: billulicki@romspen.com

Applicant Information

Legal Name: Stonestreet Partners, LLC
an Illinois limited liability company

Primary Contact: David M. Trandel

Company: Stonestreet Partners

Address: 760 West Main Street, Suite 140

City, State, Zip: Barrington, IL 60010

Phone No: 312.286.0395

Email: dtrandel@stonestreetusa.com

Property Information (If more than one parcel is involved in the request please include the information for all parcels)

Site Location/Address: 714-740 Elm Street and 515 Lincoln Ave, Winnetka, IL

Parcel Identification Number(s) (PIN): 05-21-109-003, 05-21-109-017, 05-20-213-004, 05-20-213-006, 05-20-213-005

Dimensions and Size of Parcel(s): 211 x 193 x 236 x317 50,810 SF

Current Zoning: C2 - General Retail Commercial, Retail Overlay

Current Use of the Property: Retail/Commercial

Applicant's Current Interest in Property: Owner Developer

REQUIRED MATERIALS FOR SUBMISSION

The Applicant must provide 1 hard copy and 1 electronic copy (.pdf), of the following information to Village staff at least **two weeks prior** to the Village Council meeting date. The Council meets on the 1st and 3rd Tuesdays of the month.

- ☒ If the Applicant is ***not*** the owner of the subject property, the ***current property owner*** must submit written authorization allowing the Applicant to pursue the requested action. This letter must be received by Village Staff prior to placing an item on the Village Council agenda.
- ☒ A sketch site plan drawn to scale showing the general layout of proposed buildings and land uses within the property, as well as the general location of vehicular parking and circulation areas and pedestrian circulation systems. Showing the context of the site plan in relationship to surrounding parcels and land uses as well as the adjacent street and sidewalk network would be helpful.
- ☒ A narrative describing the general scale, use and character of the proposed development, including the proposed categories of land uses for property. The narrative should also include a general outline of the project's overall building footprint, impermeable surface area and gross floor area, as well as a summary of the anticipated number and size of **residential** units and parking spaces for a residential development and the number, type and size of proposed uses, as well as anticipated parking areas for commercial developments;
- ☒ A general visual description or images of the architectural style of the proposed development;
- ☒ List of zoning and subdivision exceptions that the planned development requires for approval;
- ☒ The general location and extent of compensating benefits as required by Section 17.58.120 B; the following is a non-exclusive list: (1) the provision of community amenities for public use, such as plazas, malls, formal gardens, places to congregate, outdoor seating, and pedestrian facilities; (2) the preservation of existing historic features; (3) The dedication and provision of public open space and public recreational amenities, such as recreational open space, including accessory buildings, jogging trails, playgrounds, and similar recreational facilities; (4) the adaptive reuse of existing buildings; (5) the provision of public car and/or bike share facilities; (6) the provision of off-street public parking spaces; (7) the provision of affordable housing units; (8) the incorporation of building and site elements that enhance the environment and increase sustainability; and (9) the provision of uses, spaces, or infrastructure that provide a benefit to the public and which there is a demonstrated public need.
- ☒ The nature, scope and extent of public dedications, improvements or contributions to be provided by the applicant; and
- ☒ Applicant's qualifications to carry out the proposed development.



Table Comparing the Approved One Winnetka Final Plan with Proposed Stonestreet/MDG Submittal

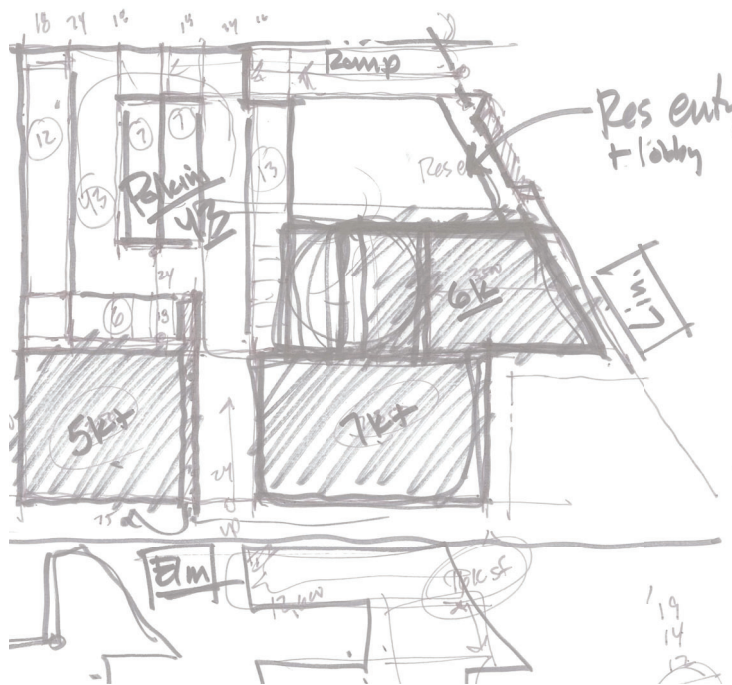
	Current C-2 Zoning	Approved 2018 Final Plan		11.29.21 Proposal	
Development Site Size	1.10 acres	1.38 acres		1.10 acres	
Building Gross Floor Area					
Excluding parking		186,265 sf		127,315 sf	
With parking		304,760 sf		191,290 sf	
Residential Gross Floor Area		140,340 sf		109,315 sf	
Total Commercial Gross Floor Area		29,895 sf		18,000 sf	
Common Area Space Gross Floor Area		16,030 sf		7,710 sf	
Amenity Area (lobby, indoor fitness, club, etc)				5,530 sf	
Service Area (back of house service, trash, equip)				2,180 sf	
Building Height	45 ft. and 4 stories	5-stories, 59'-0" (With parapet – 61'-6")		5-stories, 64'-0" (With parapet – 64'-6")	
On-Site Parking		Exception Required			
		Commercial	<u>Required</u>	<u>Provided</u>	<u>Required</u>
					<u>Provided</u>
Special Use Required:	2 spaces/1,000 sf	x 29,895 sf =		x 18,000 sf =	
Parking on street level.		60 spaces	131 spaces	36 spaces	43 spaces
		Dwelling			
	1-BR - 1.25/unit	x 6 units =		x 17 units =	
		8 spaces		22 spaces	
	2-BR - 1.5/unit	x 16 units =		x 46 units =	
		24 spaces	115 spaces	69 spaces	115 spaces
	3-BR - 2/unit	x 36 units =		x 11 units =	
		72 spaces		22 spaces	
		= 104 spaces		= 113 spaces	
Residential Use Type - # of Units					
Apartment Rental Units		36		74	
Condominium Units		15		0	
Townhome Units Total**		7		0	
		58		74	
Residential Bedroom Size - # of Units					
Studio		0		0	
1-bedroom		6		17	
2-bedroom		16		46	
3-bedroom		36		11	
Front Yard Setbacks	0 ft.	0 ft.		0 ft. at levels 1-3	
(along Lincoln Ave.)				35 ft. at retail front plaza	
				0 ft. at 4th level	
				10 ft. at 5th level	
Corner Side Yard Setbacks	0 ft.	0 ft.		0 ft. at levels 1-3	
(along Elm St.)				14 ft. at 4th level	
Exception Required				24 ft. at 5th level	
Side Yard Setback	0 ft. (3 ft.)***	24 ft.		0 ft. at ground level	
(along south property line)				12 ft. at levels 2-3 (Terrace at Level 2)	
				22 ft. at level 4	
				32 ft. at 5th level	
Rear Yard Setback	10 ft.	0 ft.		0 ft. at ground level	
(along east property line)				11 ft. at level 2 (Terrace)	
				22 ft. at levels 3-4	
				47 ft. at 5th level	
4th Story Setback					
(along Lincoln Ave)					

Notes

* The Lincoln Avenue numbers include the parking spaces located between Elm Street and Oak Street, except the 10 existing spaces located along the east side of Lincoln Avenue adjacent to 711 Oak. *Off-street parking counts in italics* assume same numbers as the One Winnetka project.

** The development was approved for between 55 and 62 units.

*** A side yard is not required, but where a side yard is provided, it must be a minimum of 3 ft.



ONE WINNETKA PROJECT AND DESIGN NARRATIVE

OKW Architects, LLC, Stonestreet Partners, and John Murphy of Murphy Development Group (MDG) have proposed a new concept for the **One Winnetka** site bounded by Elm Street and Lincoln Avenue in east Winnetka. MDG, a new face on the team, brings to the table a deeply creative understanding in luxury, multi-family housing and mixed-use developments as well as the economic realities associated with the product type. MDG will help us to better respond to the marketplace and make **One Winnetka** not a dream, but a reality. MDG's role will be one of General Partner. They will gather input from the project team but have full control over the development of **One Winnetka**.

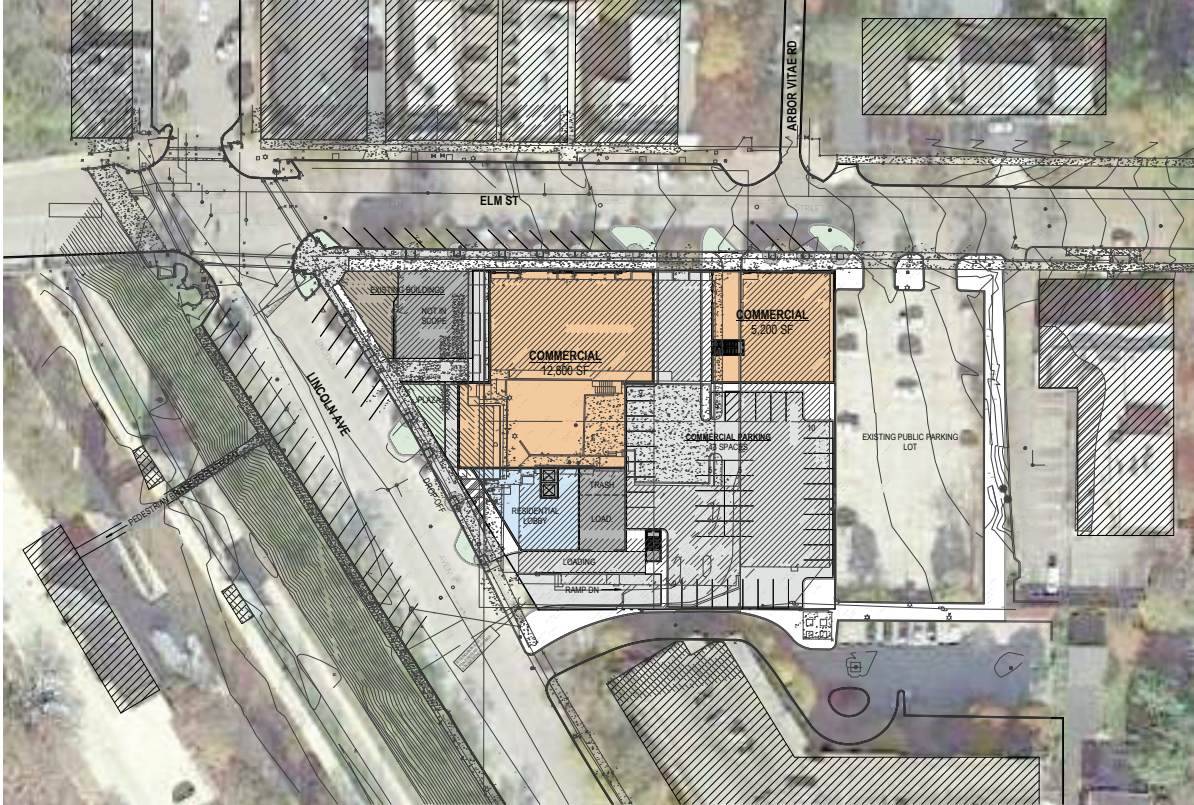
This solution, rooted in sound planning principles addressing scale, density, context, and use, is also relevant to a mixed-use marketplace in need of modern and "right sized" ground floor commercial space along with luxury apartments that address a void in the current North Shore fabric. Together, these program elements promote community, walkability, and place-making, which will successfully allow Winnetka to build upon its re-development strategies and further evolve its downtown.

The plan is to provide leasable ground floor commercial spaces to enhance, activate, and complement both the Lincoln Avenue and Elm Street corridors, while successfully integrating apartment units on floors two through five, offering housing for local step-down buyers as well as those wanting to move into this incredible community. The ground floor commercial has drawn interest from a health care provider as well as a financial services firm. These entities will not only stimulate foot traffic to the development, but their employees will help to help support local businesses during the workday. The apartments will also promote pedestrian activity in Winnetka and provide an anchor for the east side of town. Together, Winnetka will welcome a project of quality and scale, the likes of which has not been seen in the community in decades.

The architecture of the project draws inspiration from the context of the Village's historic mixed-use structures, many of which are of a Tudor style. It incorporates highly detailed brickwork and stone with the lighter expression of half-timbers and stucco on the upper levels. The roof forms have steeply pitched elements complementing bay windows and large groupings of openings in the wall surface. The scale of the building is eroded by conscientiously peeling back the top floors and corners of the building with terraces so as to reduce the overall mass. In doing so, the apartments are provided outdoor living environments to further activate the building and engage the residents with the outside. These design strategies, materiality, and style promote a familiar human scale when integrated into the existing streetscapes of Winnetka. It is not our intent to replicate buildings of the past, but learn from them and present them in a more contemporary expression allowing the tenants and residents of today's market to embrace the beauty of the style, while working and living in a building of its current time and place.

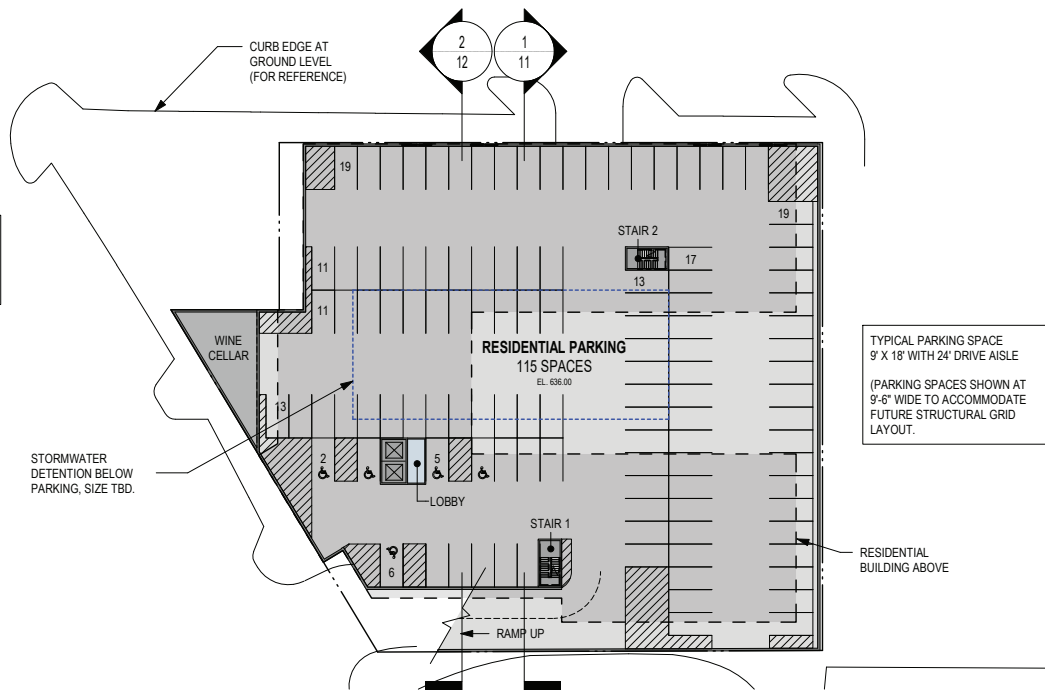
As for the former Phototronics Building, it remains an important part of the **One Winnetka** development with an anticipated refreshed look and new occupancy. Its role as the ligament both anchoring and turning the corner, connecting Elm to Lincoln, along with its familiar architectural expression, helps to gracefully introduce the development to both pedestrians and vehicles crossing the tracks from west to east.

DEVELOPMENT SUMMARY	
SITE AREA:	52,692 SF
COMMERCIAL/ RESTAURANT TOTAL:	18,000 GLA
COMMERCIAL PARKING PROVIDED:	43 SPACES (2.4 / 1,000)
RESIDENTIAL TOTAL: (LEVELS 2-5: 74 UNITS)	109,315 SF 106,615 SF
1ST LEVEL:	2,500 SF
2ND LEVEL:	32,255 SF
3RD LEVEL:	30,715 SF
4TH LEVEL:	26,215 SF
5TH LEVEL:	17,630 SF
UNIT TYPES:	
1-BR:	17
2-BR:	46
3-BR:	11
AVERAGE UNIT SIZE:	+/- 1,130 SF NET RENTABLE
RESIDENTIAL PARKING PROVIDED:	115 SPACES (1.55 / UNIT)



1 SITE PLAN
SCALE: 1" = 60'-0"

REQUIRED EXCEPTIONS
 - LOWER LEVEL PARKING
 IN REQUIRED REAR YARD.
 (ALONG EAST PROPERTY LINE.)



1 LOWER LEVEL
 SCALE: 1" = 40'-0"



OKW ARCHITECTS
 600 W. Jackson, Suite 250
 Chicago, IL 60661



ONE WINNETKA - MIXED USE DEVELOPMENT
 ELM ST. & LINCOLN AVE., WINNETKA, IL
 November 29, 2021 Project #: 21077

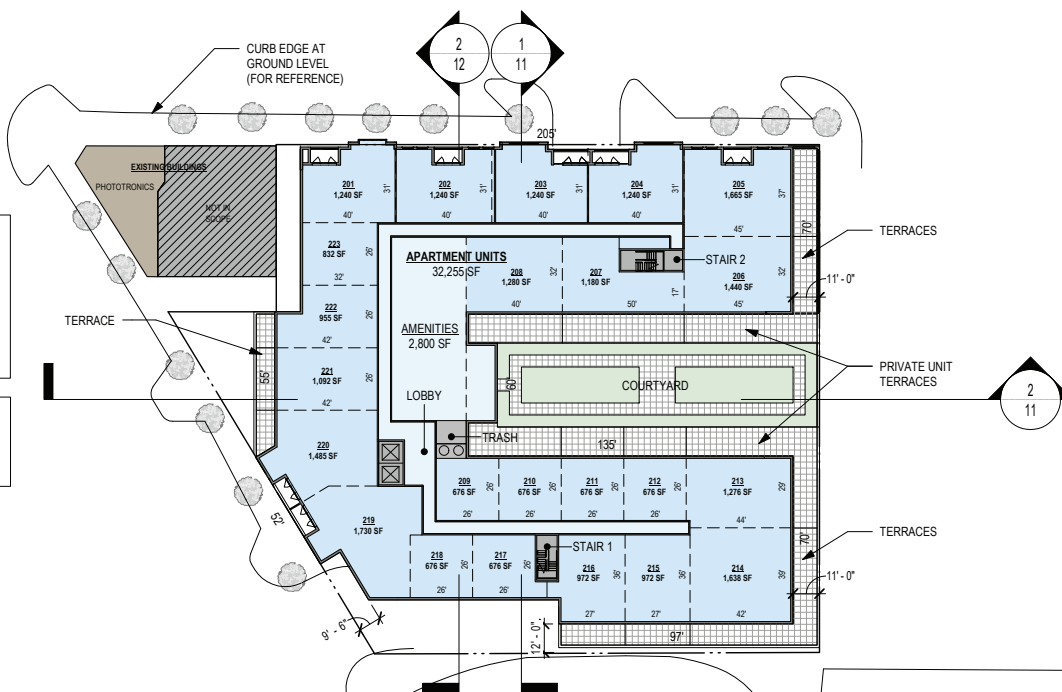
REQUIRED EXCEPTION

WHEN A SIDE YARD IS PROVIDED IT MUST BE AT LEAST 3' (ALONG SOUTH PROPERTY LINE)

TERRACES WITHIN SIDE YARD AND REAR YARD SETBACKS AT LEVEL 2.

LICENSE AGREEMENT REQUIRED

BUILDING ELEMENTS APPEAR TO PROJECT OVER THE R.O.W. (ALONG ELM ST.)



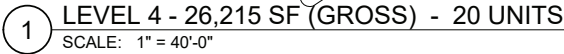
1 LEVEL 2 - 32,255 SF (GROSS) - 23 UNITS
SCALE: 1" = 40'-0"

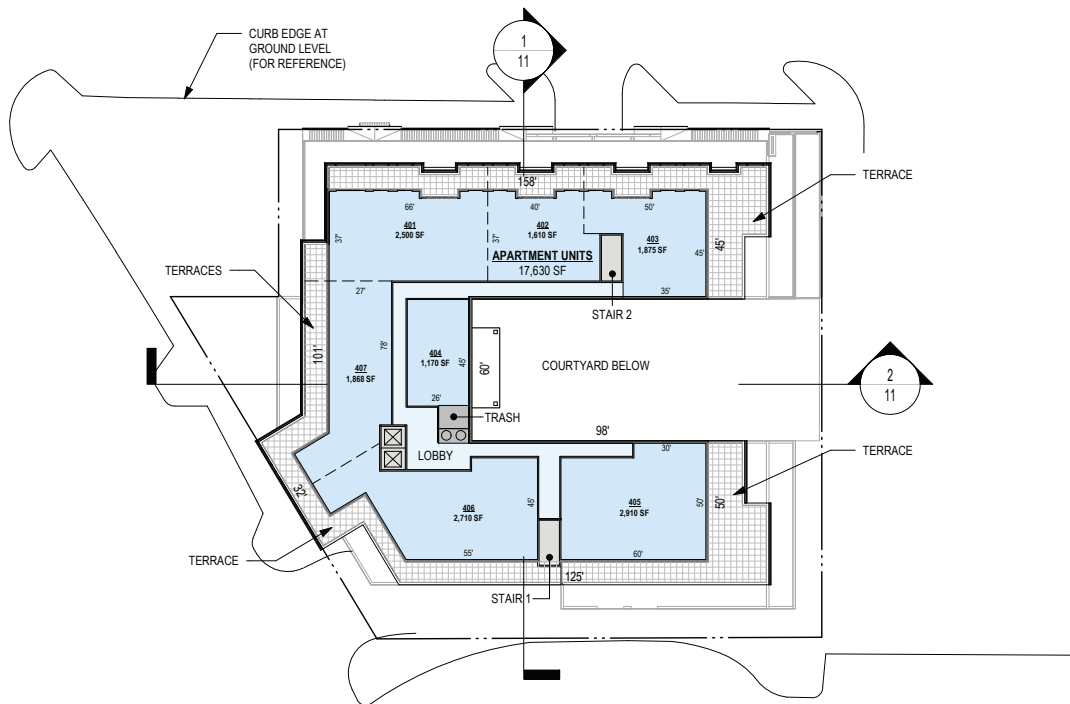


OKW ARCHITECTS
600 W. Jackson, Suite 250
Chicago, IL 60661



ONE WINNETKA - MIXED USE DEVELOPMENT
ELM ST. & LINCOLN AVE., WINNETKA, IL
November 29, 2021 Project #: 21077





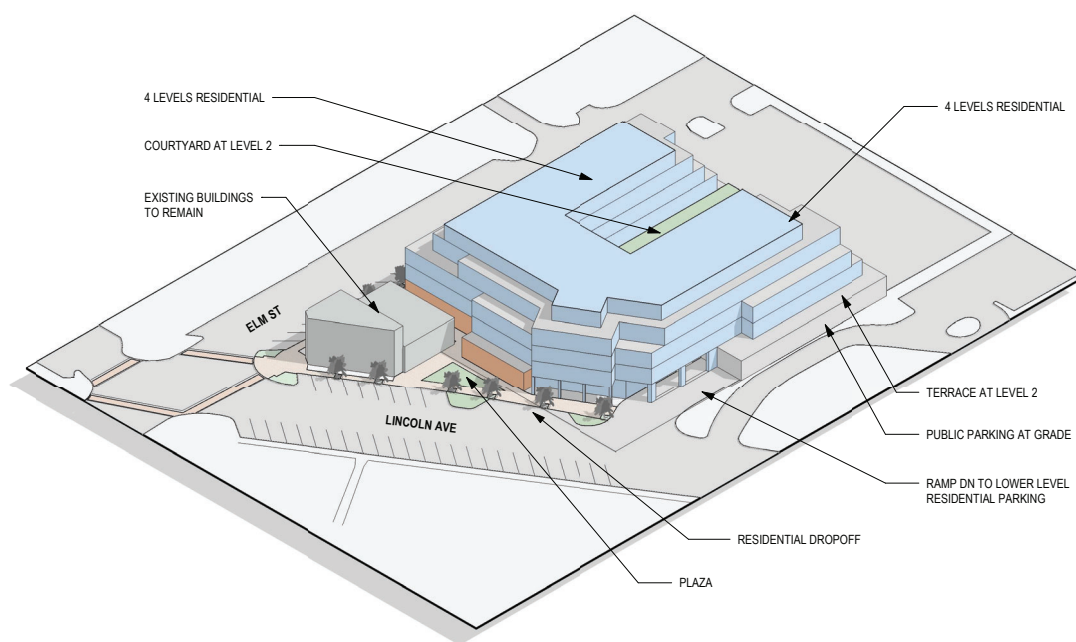
① LEVEL 5 OPT 2- 17,630 SF (GROSS) - 7 UNITS
SCALE: 1" = 40'-0"



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Chicago, IL 60661



ONE WINNETKA - MIXED USE DEVELOPMENT
ELM ST. & LINCOLN AVE., WINNETKA, IL
November 29, 2021 Project #: 21077



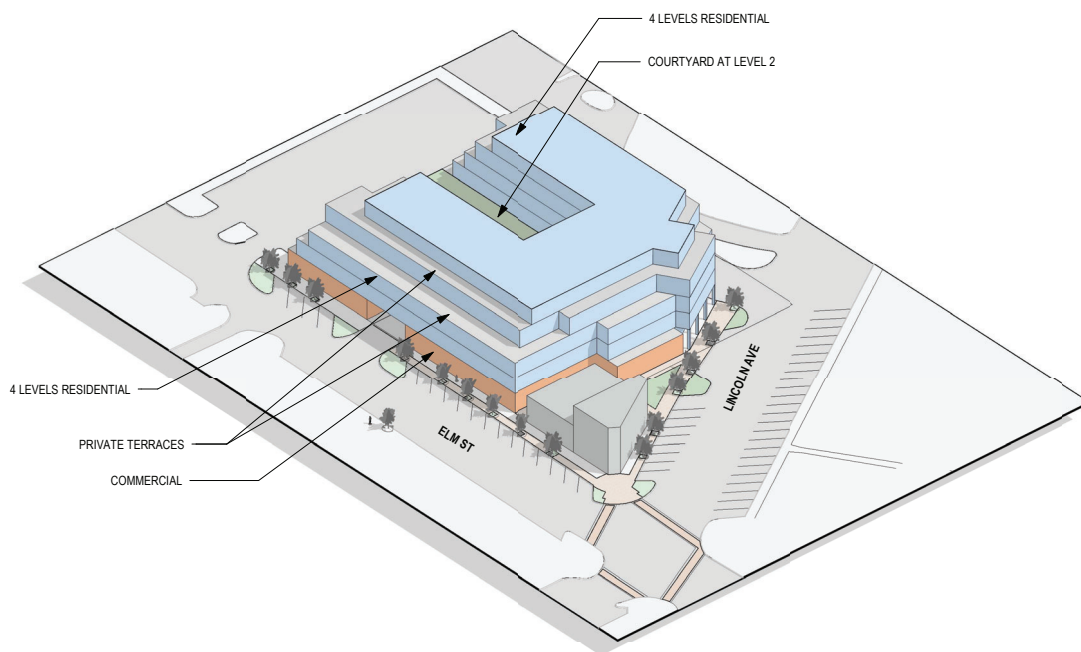
1 STACKING DIAGRAM - SOUTHWEST AXONOMETRIC
SCALE:



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ONE WINNETKA - MIXED USE DEVELOPMENT
ELM ST. & LINCOLN AVE., WINNETKA, IL
November 29, 2021 Project #: 21077



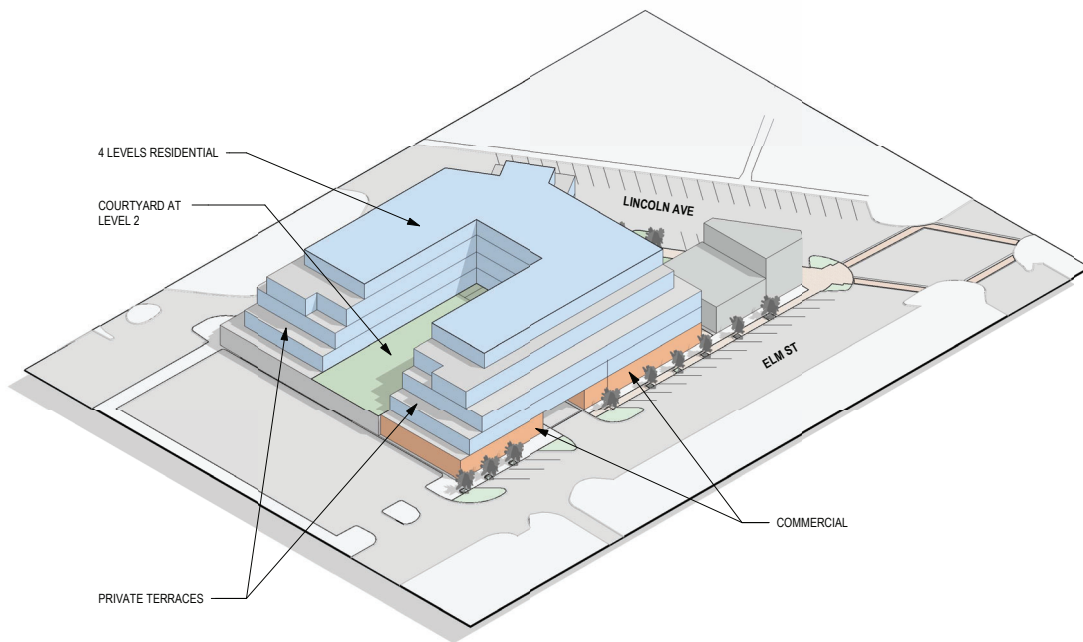
1 STACKING DIAGRAM - NORTHWEST AXONOMETRIC
SCALE:



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ONE WINNETKA - MIXED USE DEVELOPMENT
ELM ST. & LINCOLN AVE., WINNETKA, IL
November 29, 2021 Project #: 21077



1 STACKING DIAGRAM - NORTHEAST AXONOMETRIC

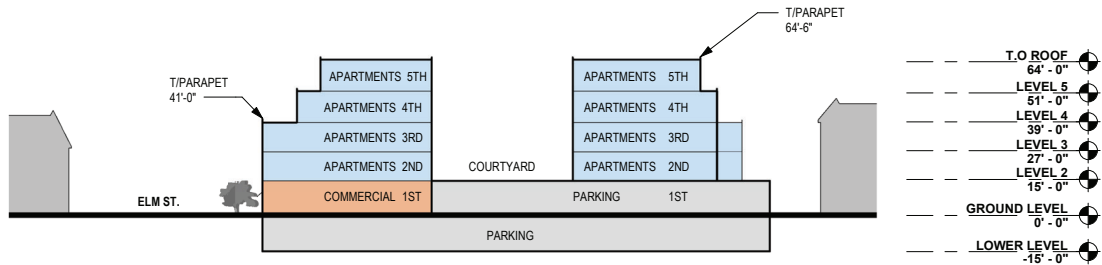
SCALE:



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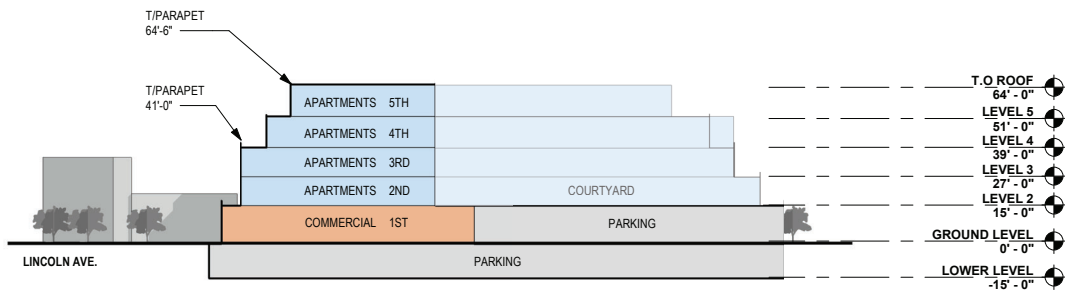


ONE WINNETKA - MIXED USE DEVELOPMENT
ELM ST. & LINCOLN AVE., WINNETKA, IL
November 29, 2021 Project #: 21077



1 TRANSVERSE SECTION - FACING EAST
SCALE: 1" = 40'-0"

REQUIRED EXCEPTION
MAXIMUM HEIGHT
ALLOWED IS 45'



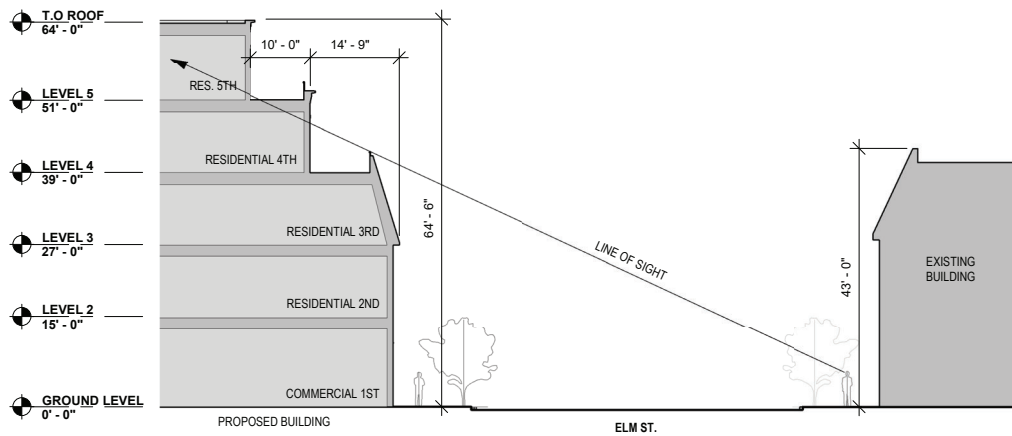
2 LONGITUDINAL SECTION - FACING NORTH
SCALE: 1" = 40'-0"



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600 W. Jackson, Suite 250
Chicago, IL 60661



ONE WINNETKA - MIXED USE DEVELOPMENT
ELM ST. & LINCOLN AVE., WINNETKA, IL
November 29, 2021 Project #: 21077



2 ELM ST. SECTION - FACING WEST
SCALE: 1/16" = 1'-0"



OKW ARCHITECTS
600 W. Jackson, Suite 250
Chicago, IL 60661



ONE WINNETKA - MIXED USE DEVELOPMENT
ELM ST. & LINCOLN AVE., WINNETKA, IL
November 29, 2021 Project #: 21077



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600 W. Jackson, Suite 250
Chicago, IL 60661



ONE WINNETKA - MIXED USE DEVELOPMENT
ELM ST. & LINCOLN AVE., WINNETKA, IL
November 29, 2021 Project #: 21077



ELM ST. ELEVATION

OKW
Architects

OKW ARCHITECTS
600 W. Jackson, Suite 250
Chicago, IL 60661



ONE WINNETKA - MIXED USE DEVELOPMENT
ELM ST. & LINCOLN AVE., WINNETKA, IL
November 29, 2021 Project #: 21077



ENLARGED ELEVATION 1



ENLARGED ELEVATION 2



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ONE WINNETKA - MIXED USE DEVELOPMENT
ELM ST. & LINCOLN AVE., WINNETKA, IL
November 29, 2021 Project #: 21077