

Winnetka Village Council
REGULAR MEETING
Village Hall
510 Green Bay Road
November 16, 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.

AGENDA

- 1) Call to Order
- 2) Pledge of Allegiance
- 3) Quorum
 - a) December 7, 2021 Regular Meeting
 - b) December 14, 2021 Study Session
 - c) December 21, 2021 Regular Meeting
- 4) Public Comment
- 5) Reports
- 6) Approval of Agenda
- 7) Consent Agenda
 - a) Approval of Village Council Minutes:
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 - b) Approval of Warrant List dated October 22, 2021 – November 4, 2021.....8
 - c) Resolution No. R-88-2021: Approving a Class B Liquor License for Sunset Food Mart, Inc (Adoption).....9
 - d) Resolution No. R-89-2021: Approving a Permanent Utility Easement Agreement (843-847 Elm Street) (Adoption).....12
 - e) Village Council Meeting Schedule for 202225
- 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).....27
 - b) Resolution No. R-91-2021: 644 Pine Lane – Final Plat of Consolidation (Adoption).....92
 - 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).....131
 - d) Resolution No. R-97-2021: Assignment and Change to Investment Management Agreement with BMO.....159

- e) Public Hearing: FY 2022 Village Budget
 - i) Resolution No. R-92-2021: Village Budget – Public Hearing and Resolution (Introduction).....207
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 - iii) Resolution No. R-94-2021: General Fees (Introduction).....233
- f) Property Tax Levy and Abatement Ordinances (Introduction).....248
 - i) Ordinance No. M-20-2021: 2021 Tax Levy (Introduction)
 - ii) Ordinance No. M-21-2021: Terminating Special Service Area No. 3 (Introduction)
 - iii) Ordinance No. M-22-2021: Tax Abatement Ordinance for General Obligation Refunding Bonds, Series 2020 (Introduction)
- 9) Old Business: None.
- 10) New Business: None.
- 11) Appointments
- 12) Closed Session
- 13) Adjournment

NOTICE

All agenda materials are available at [villageofwinnetka.org](https://www.villageofwinnetka.org) (Governance > Agendas & Minutes); the Reference Desk at the Winnetka Library; or in the Manager’s Office at Village Hall (2nd floor). Webcasts of the meeting may be viewed on the Internet via a link on the Village’s web site: <https://www.villageofwinnetka.org/AgendaCenter>.

The Village of Winnetka, in compliance with the Americans with Disabilities Act, requests that all persons with disabilities who require certain accommodations to allow them to observe and/or participate in this meeting or have questions about the accessibility of the meeting or facilities, contact the Village ADA Coordinator, 510 Green Bay Road, Winnetka, Illinois 60093, 847-716-3545; T.D.D. 847-501-6041.

**MINUTES
WINNETKA VILLAGE COUNCIL
REGULAR MEETING
November 2, 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 2, 2021, at 7:00 PM.

- 1) Call to Order. President Rintz called the meeting to order at 7:00 PM. Present: Trustees Robert Apatoff, Tina Dalman, Robert Dearborn, and Kim Mancini. Absent: Trustees Andy Cripe and John Swierk. Also present: Village Manager Robert Bahan, Assistant Village Manager Kristin Kazenas, Village Attorney Peter Friedman, and approximately 7 persons in the audience.
- 2) Pledge of Allegiance. President Rintz led the group in the Pledge of Allegiance.
- 3) Quorum.
 - a) Tuesday, November 9, 2021 Study Session. All of the Council members present said they expect to attend.
 - b) Tuesday, November 16, 2021 Regular Meeting. All of the Council members present said they expect to attend.
- 4) Public Comment.
 - a) Jeffrey Liss. Resident informs Council of his understanding that both the Winnetka and Glencoe Water Plants are nearing the end of their life and suggests that one water plant is built to serve both Villages for economic purposes. Mr. Liss states that the Glencoe leadership team is receptive to exploring the idea of having one water plant for the two Villages and asks that President Rintz reach out to his counterpart for consideration.

Mr. Liss also informs Council of his observation that on rainier days, the water takes some time before it drains down to the sewers. Resident suggests that by providing more openings for sewer access down the streets will allow for the water to drain at a faster rate.

President Rintz confirms that he has had several discussions with Larry Levin, former Village President of Glencoe, regarding the Water Plant, however, it did not seem as though Winnetka matched what Glencoe was seeking. President Rintz informs Mr. Liss that he provided Glencoe an opportunity to purchase water from Winnetka, however, Glencoe did not seem too interested in accepting the offer.

Village Manager Rob Bahan confirms that the water plant is not nearing the end of its useful life. Mr. Bahan informs the resident that the Village had reinvested in the water plant about 10 years ago as well as making capital improvements. However, the Village is focused on improving the water main replacements at this time.
 - b) Teri Cross. Resident would like to voice their disappointment regarding polystyrene not being accepted at the Public Works drop off site from November 29, 2021 – April 1, 2022. The resident believes that there will be an increased amount of polystyrene at residential homes for the holiday season, and without a source that will recycle the material, the plastic will end up in landfills. Resident is asking for the Village to consider an alternative that would allow for this service to continue.

Public Works Director Gio McLean will follow up with the resident and provide more information.

5) Reports: None.

a) Trustees.

- i) Trustee Apatoff reports that he was present at the opening of Hometown Coffee & Juice and states that not only was it a nice moment to experience, he was also pleased to see the neighboring retailers and restaurants coming over to congratulate the owner and providing support.

b) Attorney. None.

c) Manager.

- i) Village Manager Rob Bahan thanks Council and staff for participating in the all day budget review meeting and announces that Village staff will be introducing the budget on November 16th. A budget message will be prepared on behalf of Council and will be distributed to members of Council for review.

d) Village President.

- i) President Rintz briefly recaps how magnificent it is that for the 8th year in a row, the Village will not increase the tax levy. Mr. Rintz thanks Village Manager Rob Bahan and the Village staff for all of their hard work and believes that the tax payers will be very appreciative to know there will be no tax increase.

6) Approval of the Agenda. Trustee Apatoff, seconded by Trustee Mancini, moved to approve the Agenda. By voice vote, the motion carried.

7) Consent Agenda

a) Village Council Minutes.

- i. September 14, 2021, Joint Study Session
- ii. September 21, 2021, Regular Meeting
- iii. October 5, 2021, Regular Meeting
- iv. October 12, 2021, Study Session
- v. October 19, 2021, Regular Meeting

b) Approval of Warrant List dated October 8 – October 21, 2021 in the amount of \$1,297,791.65.

c) Resolution No. R-86-2021: CRS Program – Repetitive Loss Area Analysis Update (Adoption)

d) Resolution No. R-87-2021: SAFEbuilt Contract Renewal (Adoption)

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, Dalman, Dearborn, and Mancini. Nays: None. Absent: Trustee Cripe and Swierk.

8) Ordinances and Resolutions.

- a) Ordinance No. M-18-2021: Amending a Special Use Permit for Platform Tennis Courts at 490 Hibbard Road (Introduction/Adoption).

President Rintz states that since Trustee Swierk is providing professional services on the project, he has recused himself from the Council meeting.

Community Development Director David Schoon briefly states that the subject property is located on Park District property at 490 Hibbard Road. The representatives of both the applicant, Winnetka Platform Tennis Club, and the Winnetka Park District are present to further brief Council and answer any questions regarding the project. Mr. Schoon informs Council that the applicant is requesting an approval of an amendment to an existing special use and proposes to make the improvements in two phases. The first phase would be the courts themselves, occurring within the next year or so. The second phase would consist of the expansion of the paddle tennis hut, occurring within the next 2-5 years depending on fundraising activities. The applicant's request has been reviewed and approved of by the Zoning Board of Appeals (4-0), Plan Commission (5-0) and Design Review Board (5-0).

Colin Cross, President of Winnetka Platform Tennis Club, informs Council of the history of the club and the progress of the project so far. Mr. Cross states that they have completed three phases so far, building four courts to begin with, construction of the new hut and an additional two courts before looking to add the proposed additions. Mr. Cross informs Council that they have fund raised \$390,000.00 to construct the requested two additional courts due to the overall growth and interest in platform tennis.

Costa Kutulas, Director of Parks and Maintenance for the Winnetka Park District, addresses Council on how excited they are for the development of the project and increase interest in platform tennis. Mr. Kutulas states that they are looking to improve on the facility with the expansion of the tennis courts and believe that it will benefit Winnetka as well as the surrounding communities as well.

President Rintz questions Mr. Kutulas on how they are dealing with stormwater retention/detention. Mr. Kutulas informs Council that whatever requirement are proposed by Village staff, will be met and addressed by the Winnetka Platform Tennis Club and Winnetka Park District.

President Rintz addresses how the big oak tree, on site, will be preserved from dying. Mr. Kutulas states that the tree is not in the layout boundaries of where the paddle court expansion will occur, so they are confident that the oak tree will not be affected. Soil treatment and root aeration will also be provided to help maintain the species.

Trustee Dalman questions what the plan is for the expansion of the hut, wondering if this is for more gathering space. Mr. Kutulas states that the expansion would be to allow for more food activities while the other expansion will increase the gathering space for indoor and outdoor use depending on the weather/season.

Trustee Dearborn expresses how great he believes the project and tennis club is, allowing for great activity and allowing for the activity to continue in winter months.

Trustee Dalman, seconded by Trustee Mancini, moved to waive introduction of Ordinance No. M-18-2021. By voice call vote, the motion carried

Trustee Apatoff, seconded by Trustee Mancini, moved to adopt Ordinance No. M-18-2021. By roll call vote, the motion carried. Ayes: Trustees Apatoff, Dalman, Dearborn, and Mancini. Nays: None. Absent: Trustees Cripe and Swierk.

9) Old Business. None.

10) New Business. None.

11) Appointments: None.

12) Closed Session. None.

12) Adjournment. Trustee Apatoff, seconded by Trustee Mancini, moved to adjourn the meeting.
By voice vote, the motion carried. The meeting adjourned at 7:26 PM.

Recording Secretary

MINUTES
Study Session Meeting of
Winnetka Village Council
Village Hall
November 9, 2021

(Approved: xx)

A record of a legally convened regular meeting of the Council of the Village of Winnetka, which was held in the Village Hall Council Chambers on Tuesday, November 9, 2021, at 7:00 PM.

- 1) Call to Order. President Rintz called the meeting to order at 7:02 PM. Manager Bahan called the roll of the Village Council. Present: Trustees Rob Apatoff, Andrew Cripe, Tina Dalman, Bob Dearborn, Kim Mancini and John Swierk. Absent: None. Also present: Village Manager Robert Bahan, Assistant Village Manager Kristin Kazenas, Village Attorney Peter Friedman and one person in the audience.
- 2) Public Comment. None.
- 3) Closed Session for the purpose of discussing the sale or lease and related compensation of Village property and pending litigation pursuant to sections 2(c)(6) and 2(c)(11) of the Open Meetings Act.

Trustee Swierk, 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 and pending litigation pursuant to sections 2(c)(6) and 2(c)(11) of the Illinois 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, Mancini, and Swierk. Nays: None. Absent: None.

The Council adjourned into Closed Session at 7:05 PM.

- 4) Adjournment. The meeting adjourned at 8:50 PM.

Recording Secretary



Agenda Item Executive Summary

Title: Approval of Warrant List Dated October 22, 2021 - November 4, 2021

Presenter: Robert M. Bahan, Village Manager

Agenda Date:

11/16/2021

Consent:



YES



NO

☐

Ordinance

☐

Resolution

☐

Bid Authorization/Award

☐

Policy Direction

☒

Informational Only

Item History:

None.

Executive Summary:

The Warrant List dated October 22, 2021 - November 4, 2021

Recommendation:

Consider approving the Warrant List dated October 22, 2021 - November 4, 2021

Attachments:

None.



Agenda Item Executive Summary

Title: Resolution No. R-88-2021: Approving a Class B Liquor License for Sunset Food Mart, Inc. (Adoption)

Presenter: Marc Hornstein, Chief of Police and Peter Friedman, Village Attorney

Agenda Date: 11/16/2021

Consent: ☒ YES ☐ NO

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

Item History:

None.

Executive Summary:

Grand Food Centers Inc. is a grocery store located at 606 Green Bay Road that sells packaged alcoholic liquor for consumption off premises. Grand Food Centers Inc is selling its assets to Sunset Food Mart, Inc. who desires to continue to sell alcoholic liquor in the same manner as described above. Sunset Food Mart has applied for a Class B liquor license.

A Class B liquor license authorizes the sale of packaged liquor in a full-service grocery store or in a pharmacy operating as part of a larger retail establishment and specifically excluding stand-alone pharmacies ("pharmacy establishment") provided the licensee uses no more than ten (10) percent of the total floor space of the full-service grocery store or pharmacy establishment for the display and sale of alcoholic liquor in the original package.

If approved, Resolution No. R-88-2021 will grant the requested liquor license, subject to the following conditions: (i) completion of the liquor license application background investigation by the police department; and (ii) closing on the sale of the assets of Grand Food Centers, Inc. to Sunset Food Mart, Inc. The Resolution will also update the appendix to Chapter 5.09 of the Village Code that sets forth all authorized licenses by classification, which is attached to the Resolution as Exhibit A.

Recommendation:

Consider adopting Resolution No. R-88-2021, "Approving and Authorizing Class B Liquor License for Sunset Food Mart, Inc. (606 Green Bay Road)."

Attachments:

1. Resolution No. R-88-2021: Approving a Class B Liquor License for Sunset Food Mart, Inc.

ATTACHMENT 1

RESOLUTION NO. R-88-2021

A RESOLUTION APPROVING AND AUTHORIZING A CLASS B LIQUOR LICENSE FOR SUNSET FOOD MART, INC. (606 Green Bay Road)

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, pursuant to Section 5.09.100 of the Winnetka Village Code (“*Village Code*”), liquor may be sold at a full-service grocery store only upon issuance of a Class B liquor license (“*Class B Liquor License*”);

WHEREAS, the Village issued a Class B Liquor License to Grand Food Centers, Inc. d/b/a Grand Food Center (“*Transferor*”) allowing the sale of liquor at a full-service grocery store at 606 Green Bay Road (“*Grocery Store*”); and

WHEREAS, Transferor has agreed to transfer all of its assets and interests in the Grocery Store (“*Transfer*”) to Sunset Food Mart, Inc., which may do business as Grand Food Center after completion of the Transfer (“*Applicant*”); and

WHEREAS, pursuant to Section 5.09.150 of the Village Code, liquor licenses are not transferable; and

WHEREAS, the Applicant filed an application with the Village to be issued a Class B Liquor License; and

WHEREAS, the Village desires to amend Chapter 5.09 of the Village Code to reflect the change in ownership of the Grocery Store from Transferor to the Applicant; and

WHEREAS, the Village Council has determined that it is in the best interest of the Village to grant the Class B Liquor License to the Applicant;

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: GRANT OF CLASS B LICENSE. Pursuant to Section 5.09.040 of the Village Code, the Village Council hereby grants the Applicant a Class B Liquor License.

SECTION 3: AUTHORIZED LIQUOR LICENSES. The Appendix to Chapter 5.09 of the Village Code titled “Authorized Liquor Licenses” is hereby amended to read as follows:

Classification	Number	Licensee
*	*	*
B	3	Grand Food Center <u>Sunset Food Mart (which may, but is not required to, operate under the name Grand Food Center)</u> Lakeside Fresh Market LLC Walgreens #21150
*	*	*

SECTION 4: EFFECTIVE DATE. This Resolution will be in full force and effect from and after:

- A. Its passage and approval according to law; and
- B. Approval of application background investigation for the Grocery Store by the Village Chief of Police, or his designee; and
- C. Completion of the Transfer.

ADOPTED this 16 day of November, 2021, pursuant to the following roll call vote:

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

Signed

 Village President

Countersigned:

 Village Clerk



Agenda Item Executive Summary

Title: Resolution No. R-89-2021: Approving A Permanent Utility Easement Agreement (843-847 Elm Street) (Adoption)

Presenter: Brian Keys, Director of Water & Electric

Agenda Date: 11/16/21

Consent: ☒ YES ☐ NO

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

Item History:

None

Executive Summary:

The owner of the 843-847 Elm Street property has a permit to remove an existing underground storage tank located on the north end of the property. The 550 gallon fuel oil tank was installed in 1942. After failing to locate documentation for the closure of the underground storage tank, the owner has elected to proceed with its removal and formal closure of the underground storage tank site. Electric utility infrastructure installed at a later date has created a conflict with the tank's planned removal. In 2006, a pad mount transformer and underground conduits were installed on the north end of the property. After excavating for the tank's removal, it was determined that two of the six underground conduits were routed over the corner of the abandoned storage tank. Staff and the property owner agreed to a plan to relocate the two conduits in a manner that permitted the tank's removal to proceed.

Neither Village staff nor the property owner were able to locate an easement agreement. The parties reached an agreement on the allocation of cost to relocate the two conduits. The material cost associated with the relocation work was \$3,271.08. The property owner will reimburse the Village for \$1,635.54. The Electric Fund will fund the balance of the material cost and the labor to perform the relocation work.

With assistance from the Village Attorney, an easement document has been prepared for the electric infrastructure located on the 843-847 property ("Permanent Utility Easement Agreement"). Although not a specifically identified project in the 2021 Electric Fund Budget, the budget contains funding for work performed on the electric system that is not directly attributed to a individual project. Charges for the material associated with the relocation work will be charged to the appropriate capital account (#500.42.31-660) in the Electric Fund. The size of this project is not expected to have an impact on staff's adherence to the budget.

Executive Summary (continued):

With the Council's approval of the Permanent Utility Easement Agreement, the utility will have a documented agreement for the underground cables and existing pad mount transformer that serve not only the 843-847 Elm Street property, but also adjacent customers on Elm Street and along Chestnut Street.

Recommendation:

Consider adoption of Resolution No. R-89-2021: Approving A Permanent Utility Easement Agreement for the Utilities at 843-847 Elm Street.

Attachments:

1. Resolution No. R-89-2021: Approving A Permanent Utility Easement Agreement (843-847 Elm Street)
2. Exhibit A - Permanent Utility Easement Agreement (843-847 Elm Street)

**A RESOLUTION APPROVING AN EASEMENT AGREEMENT
FOR THE INSTALLATION AND MAINTENANCE OF UTILITIES
(843-847 Elm Street)**

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 Bo Won Lee Living Trust (“*Owner*”) is the owner of the property commonly known as 843-847 Elm Street, Winnetka, Illinois (collectively, “*Property*”); and

WHEREAS, Owner has begun work to: (i) excavate an area at the Property containing an underground storage tank (“*Tank*”), (ii) remove the Tank, and (iii) restore the excavated area around the Tank (collectively, “*Work*”); and

WHEREAS, the Village desires to obtain an easement from Owner to secure and maintain electrical utilities at the Property, including a transformer, underground conduit, and cable adjacent to the Tank (collectively, “*Facilities*”), both during and after the completion of the Work; and

WHEREAS, Owner desires to grant the Village an easement pursuant to an easement agreement to facilitate the Work and allow ongoing maintenance of the Facilities (“*Easement Agreement*”); and

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

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 EASEMENT AGREEMENT. The Village Council hereby approves the Easement Agreement by and between the Village and Owner in substantially the form attached to this Resolution as **Exhibit A** and in a final form approved by the Village Attorney.

SECTION 3: AUTHORIZATION TO EXECUTE EASEMENT AGREEMENT. The Village Council hereby authorizes and directs the Village President and the Village Clerk to execute and seal, on behalf of the Village, the final Easement Agreement.

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

[SIGNATURE PAGE FOLLOWS]

November 16, 2021

R-89-2021

ADOPTED this 16th day of November, 2021, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

Signed

Village President

Countersigned:

Village Clerk

November 16, 2021

R-89-2021

EXHIBIT A
EASEMENT AGREEMENT

{00123187.2}

ATTACHMENT 2

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

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

Above Space For Recorder's Use Only

**PERMANENT UTILITY EASEMENT AGREEMENT
(843-847 Elm Street)**

THIS AGREEMENT ("**Agreement**") is dated as of the ____ day of November, 2021, ("**Effective Date**") and is by and between Bo Won Lee Living Trust, an Illinois trust ("**Owner**"), and the **VILLAGE OF WINNETKA**, an Illinois home rule municipal corporation ("**Village**").

WITNESSETH:

WHEREAS, Owner is the record title owner of the Property located at 843-847 Elm Street, Winnetka, Illinois, and legally described in **Exhibit A** attached to and, by this reference, made a part of this Agreement (collectively, "**Property**"); and

WHEREAS, the Village currently has electrical utilities, including, without limitation, an electric transformer, conduits, and cables located on the Property (collectively, "**Facilities**"), which Facilities are located adjacent to an underground storage tank within the Property ("**Tank**"); and

WHEREAS, Owner has begun excavation work to remove the Tank at the Property and then restore the excavated area around the Tank ("**Work**"); and

WHEREAS, Owner desires to compete the Work, which will require the Village to (i) permanently remove and re-route one of the conduits and its associated cable, (ii) temporarily remove the second conduit and its associated cable while the Tank is being removed, and (iii) reconstruct the second conduit and cable after the Tank has been removed; and

WHEREAS, to partially remove, temporarily relocate, repair, construct, and maintain the Facilities on the Property during and after the completion of the Work, the Village requires from Owner, and Owner agrees to grant to the Village, a permanent easement on that portion of the Property depicted in **Exhibit B** attached to and made a part of this Agreement ("**Easement Premises**"); and

WHEREAS, Owner and the Village have each determined that it is in each of their best interests to enter into this Agreement;

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

SECTION ONE. **RECITALS.** The foregoing recitals are fully incorporated into this Agreement.

SECTION TWO. **GRANT AND USE OF PERMANENT EASEMENT.** Owner hereby grants, conveys, and dedicates to the Village a permanent non-exclusive easement in, upon, over, under, through, along, and across the Easement Premises to engage in the construction, operation, maintenance, repair, and replacement of the Facilities from time to time, subject to the terms and conditions of this Agreement, together with a license and all reasonable rights of ingress and egress over, along, upon, and across the Easement Premises and the Property, if necessary, for the exercise of the rights herein granted. The Easement Premises shall not be used or operated in a manner that materially interferes with Owner's use of the Property now or in the future; provided, however, that the removal, repair, and construction of the Facilities and the normal operation, maintenance, repair, and replacement of the Facilities, during regular business hours and upon reasonable notice to Owner, shall not be considered material interference.

SECTION THREE. **RESTORATION.** Upon completion of construction, maintenance, or repair the Facilities, the Village will: (a) replace any paving damaged or removed by the Village as a direct result of its construction, maintenance, or repair of the Facilities with patching of a type and quality customarily used by the Village; and (b) repair any damage caused to the portion of the Property outside of the Easement Premises by the Village's negligence or intentional misconduct. Other than as expressly set forth in this section, Owner acknowledges and agrees that the Village, upon completion of any construction, maintenance, or repair of the Facilities, is not responsible for restoring the Property to the condition immediately preceding the construction, maintenance, or repair.

SECTION FOUR. **RESERVED RIGHTS.**

A. Owner reserves the right to the full use and enjoyment of the Easement Premises and the Property in any manner that does not materially prevent or interfere in any way with the exercise by the Village of the easement rights granted pursuant to this Agreement; provided, however, that Owner shall not permanently or temporarily improve, disturb, damage, destroy, injure, or obstruct the Easement Premises, nor intentionally permit the Easement Premises to be permanently or temporarily improved, disturbed, damaged, destroyed, injured, or obstructed, at any time whatsoever, without the express prior written consent of the Village which will not be unreasonably denied or delayed.

B. Owner shall have the right to grant other non-exclusive easements over, along, upon, or across the Easement Premises provided, however, that any easements shall be subject to this Agreement and the rights granted in this Agreement; and provided further, however, that the Village shall have first consented in writing to the terms, nature, and location of any other easements, which consent shall not unjustly be denied.

SECTION FIVE. **ASSIGNMENT OF RIGHTS.** The Village may assign its rights or delegate its duties under this Agreement, in whole or in part, without the consent of Owner.

SECTION SIX. **COVENANTS RUNNING WITH THE LAND.** The easements and rights granted in this Agreement, the duties and restrictions imposed by this Agreement, and the agreements and covenants contained in this Agreement are easements, rights, restrictions, agreements, and covenants running with the land, are to be recorded against the Property and are binding upon and

inure to the benefit of Owner and the Village, and their respective heirs, executors, administrators, grantees, successors, assigns, agents, licensees, invitees, and representatives, including, without limitation, all subsequent owners of the Easement Premises, or any portion thereof, and all persons claiming under them. If any of the easements, rights, restrictions, agreements, or covenants created by this Agreement would otherwise be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provision, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then such easements, rights, restrictions, agreements, or covenants will continue only until 21 years after the death of the last survivor of the now living lawful descendants of the current President of the United States.

SECTION SEVEN. GENERAL PROVISIONS.

A. Notices. Any notice required to be given under this Agreement must be in writing and must be delivered (i) personally, (ii) by a reputable overnight courier, (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, or (iv) by E-mail. E-mail notices will be deemed valid and received by the addressee only upon explicit or implicit acknowledgment of receipt by the addressee. Unless otherwise expressly provided in this Agreement, notices will be deemed received upon the earlier of (a) actual receipt; (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three business days following deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section 7.A, each party will have the right to change the address or the addressee, or both, for all future notices to the other party, but no notice of a change of addressee or address will be effective until actually received. Notices and communications to the Village must be addressed to, and delivered at, the following address:

If to the Village:

Village of Winnetka
510 Green Bay Road
Winnetka, IL 60093
Attention: Village Manager
Email: RBahan@winnetka.org

with a copy to:

Elrod Friedman LLP
325 N. LaSalle Street, Suite 450
Chicago, IL 60654
Attention: Peter M. Friedman, Village Attorney
Email: peter.friedman@elrodfriedman.com

If to Owner:

Bo Won Lee Living Trust

B. Amendment. No amendment or modification to this Agreement will be effective until it is reduced to writing and approved and executed by the governing boards of each party to this Agreement in accordance with all applicable statutory procedures.

C. Authority to Execute. Owner hereby warrants and represents to the Village that: (i) Owner is the record and beneficial owner of fee simple title to the Easement Premises; (ii) no other person has any legal, beneficial, contractual, or security interest in the Easement Premises; (iii) Owner has the full and complete right, power, and authority to enter into this Agreement, to agree to the terms, provisions, and conditions set forth in this Agreement, and to bind the Easement Premises as set forth in this Agreement; (iv) all legal actions needed to authorize the execution, delivery, and

performance of this Agreement have been taken; and (v) neither the execution of this Agreement nor the performance of the obligations assumed by Owner will violate any statute, law, restriction, court order, or agreement to which Owner or the Property are subject.

D. Recording. The Village at its cost and expense will record this Agreement against the Property with the Office of the Cook County Recorder of Deeds promptly following the approval and full execution of this agreement by the parties.

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

F. No Waiver of Tort Immunity. Nothing contained in this Agreement shall constitute a waiver by the Village of any right, privilege or defense which it has under statutory or common law, included but not limited to the Illinois Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 *et seq.*

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

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

I. Survival. All representations and warranties contained herein shall survive the execution and recordation of this Agreement and shall not be merged.

J. Entire Agreement. This Agreement constitutes the entire agreement between the parties related to the Facilities and the Easement Premises other than an “*Utility Construction Agreement*” by and between the parties dated _____, __ 2021. This Agreement supersedes any and all prior agreements and negotiations between the parties except the Improvement Payment Agreement, whether written or oral, relating to the Permanent Easement granted pursuant to this Agreement.

K. No Third-Party Beneficiaries. No claim as a third-party beneficiary under this Agreement by any person may be made, or be valid, against the Village or Owner.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the date first above written.

ATTEST:

VILLAGE OF WINNETKA,
an Illinois home rule municipal corporation

Kristin Kazenas, Deputy Village Clerk

By: _____
Robert Bahan
Its: Village Manager

ATTEST:

Bo Won Lee Living Trust, an Illinois trust

By: _____

By: _____

Its: _____

Its: _____

ACKNOWLEDGEMENTS

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for Cook County, Illinois, do hereby certify that Robert Bahan, personally known to me to be the Village Manager of the Village of Winnetka, an Illinois home rule municipal corporation, and Kristin Kazenas, personally known to me to be the Deputy Village Clerk of the Village of Winnetka, and personally known to me to be the same persons whose names are subscribed to the foregoing Agreement, each appeared before me this day in person and acknowledged that, as the Village Manager and Deputy Village Clerk, they signed and delivered the Agreement, pursuant to the authority given by the Village, as their free and voluntary act and as the free and voluntary act and deed of the Village, for the uses and purposes set forth in the Agreement.

Given under my hand and official seal this ____ day of _____ 2021.

Notary Public

STATE OF _____)
) ss.
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____, personally known to me to be the _____ of the Bo Won Lee Living Trust, an Illinois trust, and _____, personally known to me to be the _____ of the Bo Won Lee Living Trust, and personally known to me to be the same persons whose names are subscribed to the foregoing Agreement, each appeared before me this day in person and acknowledged that, as the _____ and _____, they signed and delivered the Agreement, pursuant to the authority given by the Bo Won Lee Living Trust, as their free and voluntary act and as the free and voluntary act and deed of the Bo Won Lee Living Trust, for the uses and purposes set forth in the Agreement.

Given under my hand and official seal this ____ day of _____ 2021.

Notary Public

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

PARCEL 1:

LOT 12 IN DEPOT PLACE SUBDIVISION OF BLOCK 13 IN THE ORIGINAL TOWN OF WINNETKA, BEING CHARLES E. PECK'S SUBDIVISION IN THE NORTHEAST 1/4 OF SECTION 20 AND THE NORTH FRACTIONAL 1/2 OF FRACTIONAL SECTION 21, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

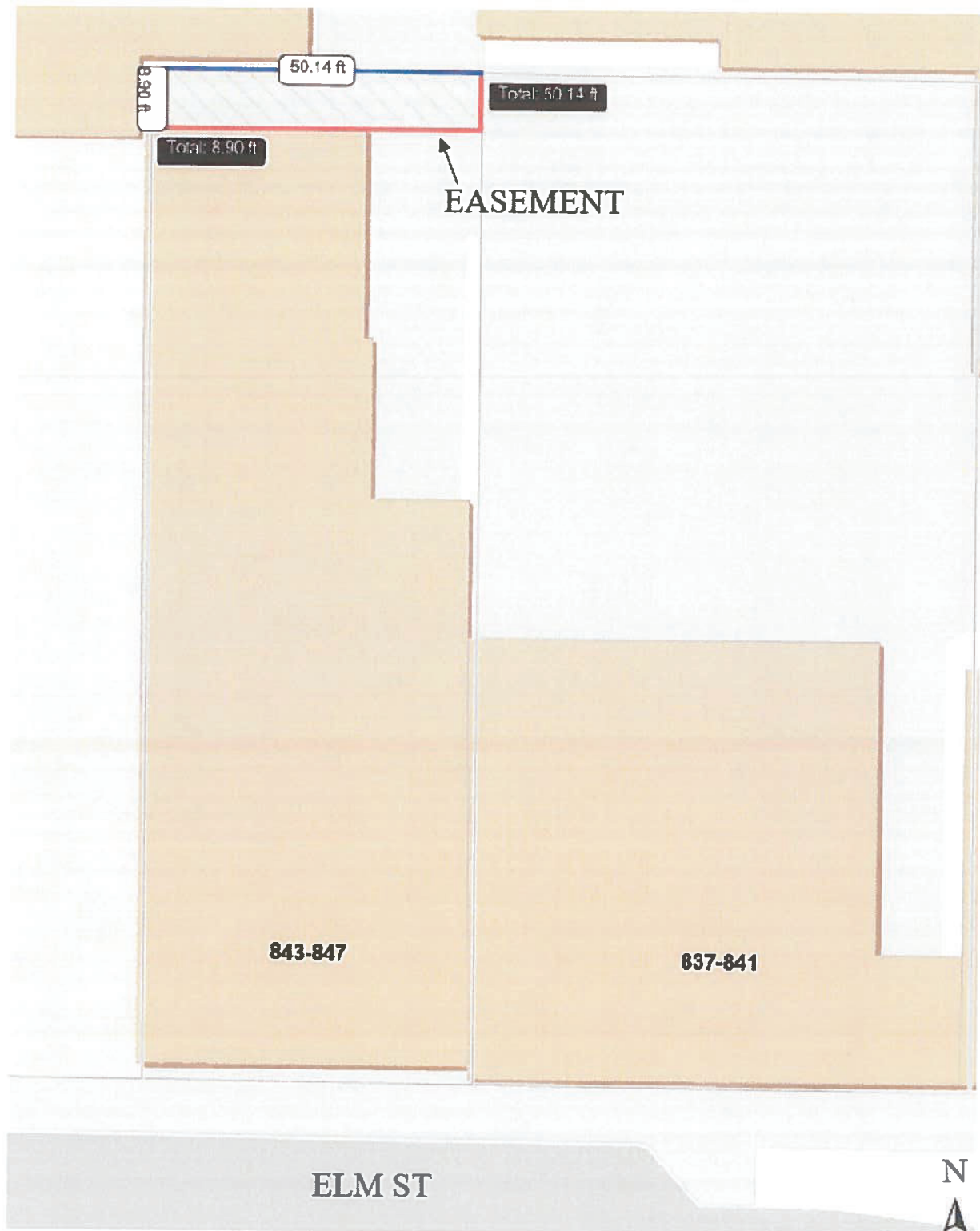
A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY GRANT MADE BY HARRIS TRUST AND SAVINGS BANK, AS TRUSTEE UNDER TRUST NUMBER 7496 DATED OCTOBER 14, 1941 AND RECORDED DECEMBER 10, 1941 AS DOCUMENT 12808296, TO ANDROMACHE PRASSAS, FOR THE PURPOSE OF INGRESS AND EGRESS, OVER THE FOLLOWING DESCRIBED LAND:

LAND:

WEST 35 FEET AND THE NORTH 14 FEET OF LOT 16 IN DEPOT PLACE SUBDIVISION OF BLOCK 13 IN THE ORIGINAL TOWN OF WINNETKA, BEING CHARLES E. PECK'S SUBDIVISION IN THE NORTHEAST 1/4 OF SECTION 20 AND THE NORTH FRACTIONAL 1/2 OF FRACTIONAL SECTION 21, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

EXHIBIT B

DEPICTION OF EASEMENT PREMISES



{00123073.5}



Agenda Item Executive Summary

Title: Village Council Meeting Schedule for 2022

Presenter: Robert M. Bahan, Village Manager

Agenda Date:

11/16/2021

Consent:



YES



NO

☐

Ordinance

☐

Resolution

☐

Bid Authorization/Award

☐

Policy Direction

☒

Informational Only

Item History:

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

Executive Summary:

The proposed 2022 Village Council meeting schedule is attached; additional special meetings may be convened as needed.

2022 Village Council Regular Meetings:

January 4	April 5	July 5	October 6 (Thursday)*
January 18	April 19	July 19	October 18
February 2	May 3	August 2	November 1
February 15	May 17	August 16	November 15
March 1	June 7	September 6	December 6
March 15	June 24	September 20	December 20

*Rescheduled for Yom Kippur.

2022 Village Council Study Sessions:

January 11	April 12	July 12	October 11
February 8	May 10	August 9**	November 10 (Thursday) ***
March 8	June 14	September 13	December 13

**Traditionally canceled, but held if necessary.

***Rescheduled for the General Election.

Recommendation:

Consider approving the 2022 Village Council regular meeting schedule for publication.

Attachments:

1. 2022 Annual Meeting Notice

ATTACHMENT 1

VILLAGE OF WINNETKA OPEN MEETINGS ACT NOTICE SCHEDULE OF REGULAR MEETINGS FOR 2022

Pursuant to the provisions of the Illinois Open Meetings Act, notice is hereby given of the Schedule of Regular Meetings of the various public bodies of the Village of Winnetka for the year 2022.

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

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

¹ The Regular Village Council meeting scheduled on October 4 will be held on October 6 due to Yom Kippur.

² The Village Council Study Session meeting scheduled on November 8 will be held on November 10 due to the General Election.

The **Police Pension Fund** board meets at the Police Department, 410 Green Bay Road, at the following dates and times: January 28; April 29; July 29; and October 28 at 8:30 AM

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

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

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



Agenda Item Executive Summary

Title: 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)

Presenter: David Schoon, Community Development Director

Agenda Date: 11/16/21

Consent: ☐ YES ☒ NO

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

Item History:

None.

Executive Summary:

On November 16, the Village Council is scheduled to consider Ordinance No. M-19-2021 in response to an application submitted by Myefski Architects (the "Applicant") on behalf of Christ Church Winnetka, as the owner of the property at 470 Maple Street (the "Subject Property"). The Applicant is proposing construction of a one-story vestibule addition to the existing Church and requests approval of the following relief:

1. Approval of an amendment to Ordinance No. M-507-97, which ordinance granted a Special Use Permit to allow a preschool as an additional special use in the Christ Church chapel-parish house building located in the R-4 Single-Family Zoning District; and
2. Approval of a zoning variation to allow Gross Floor Area (GFA) of 41,291.99 square feet, whereas a maximum of 14,754.11 square feet is permitted, a variation of 26,537 square feet (179.87%) [Note: The site currently contains 40,980.99 square feet of GFA. The proposed addition would add 311 square feet].

According to the Applicant, the use of the church will not change as a result of the proposed improvements. The goal of the addition is to provide an accessible entrance to both the Chapel and the Great Hall.

ADVISORY BOARD/COMMISSION REVIEW

The application was considered by the Zoning Board of Appeals (ZBA) on October 11, 2021. After hearing from the Applicant, the ZBA briefly discussed the request. The Board found that the proposed vestibule addition meets the standards for granting a special use permit and the standards for granting a zoning variation for GFA and the ZBA recommended, by a vote of 6-0, approval of the request. Minutes of the ZBA meeting are included as Attachment 3. Staff would note that one written comment, in support of the request, was received prior to the advisory board/commission consideration of this application. This comment was included in the staff report for each of the advisory board/commission. No verbal public comments were made at any of the advisory board/commission meetings. One additional comment, in support of the request, was received subsequent to the advisory board/commission review of the request. This comment is provided as Attachment 5.

Executive Summary (continued):

The Design Review Board (DRB) considered a Certificate of Appropriateness for the proposed improvements on October 21, 2021. After hearing from the Applicant, the DRB briefly discussed the request and found the design of the proposed improvements to be appropriate and recommended, by a vote of 4-0, approval of the request. Draft minutes of the DRB meeting are included as Attachment 5.

The Plan Commission (PC) considered the Special Use Permit on October 27, 2021. After hearing from the Applicant, the PC briefly discussed the request. The Commission found that the proposed improvements to the church are consistent with the Village's Comprehensive Plan and meets the standards for granting a special use permit and recommended, by a vote of 7-0, approval of the request. Minutes of the PC meeting are not yet available.

Details of the request can be found in the attached staff report to the ZBA from the October ZBA meeting. A similar report was provided to the PC. If you would like additional details please reference this report, which is included as Attachment 2.

Recommendation:

Given all three advisory bodies unanimously recommended approval of the requested amendment to the special use, the variation, and the certificate of appropriateness, the Council may wish to (a) consider waiving introduction of Ordinance No. M-19-2021 and consider adoption of the Ordinance, OR (b) consider only introduction of Ordinance No. M-19-2021.

Attachments:

1. Ordinance No. M-19-2021, An Ordinance Granting an Amendment to a Special Use Permit and a Variation from the Winnetka Zoning Ordinance for the Construction of a One-Story Vestibule Addition to an Existing Church Within the R-4 Single Family Residential Zoning District (470 Maple Street)
2. October 7, 2021 ZBA Staff Report and Attachments
3. Excerpt of October 11, 2021 ZBA meeting minutes
4. Excerpt of October 21, 2021 DRB draft meeting minutes
5. Additional Public Correspondence

**AN ORDINANCE GRANTING AN AMENDMENT TO A
SPECIAL USE PERMIT AND A VARIATION FROM
THE WINNETKA ZONING ORDINANCE FOR THE CONSTRUCTION
OF A ONE-STORY VESTIBULE ADDITION TO AN EXISTING CHURCH
WITHIN THE R-4 SINGLE FAMILY RESIDENTIAL DISTRICT
(470 Maple Street)**

WHEREAS, The Rector, Churchwardens and Vestrymen of Christ Church, Winnetka, a not-for-profit corporation of Illinois (“*Applicant*”) is the record title owner of the property commonly known as 470 Maple 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, the Subject Property is located within the R-4 Single-Family Residential District of the Village (“*R-4 District*”); and

WHEREAS, the Subject Property consists of approximately 1.29 acres, improved with a chapel and parish house building measuring approximately 40,980.99 square feet in size (“*Building*”); and

WHEREAS, the Applicant operates a church known as Christ Church Winnetka and a pre-school known as Willow Wood Preschool (“*Church*”) within the Building at the Subject Property; and

WHEREAS, pursuant to Section 17.16.020 of the Winnetka Zoning Ordinance (“*Zoning Ordinance*”), the operation of a church and pre-school are not permitted within the R-4 District without a special use permit; and

WHEREAS, in 1997, in connection with the establishment of the pre-school facility within the Building, the Applicant sought, and the Village Council approved pursuant to Ordinance No. M-507-97 (“*Special Use Ordinance*”): (i) a special use permit for the operation of a pre-school as an additional special use within the R-4 District (“*Special Use Permit*”); and (ii) certain variations from provisions of the Zoning Ordinance to allow construction of a storage shed and playground improvements, including a variation to allow the chapel and parish building, as improved, to exceed the maximum gross floor area permitted for the Building; and

WHEREAS, the Applicant proposes to construct a one-story vestibule addition to the Building, reconstruct the exterior stairs at one of the building’s entrances to provide an accessible entrance to the Building, and make other ancillary improvements to the Building (collectively, “*Proposed Improvements*”); and

WHEREAS, the Applicant desires to amend the Special Use Permit to allow for the construction of the Proposed Improvements; and

WHEREAS, pursuant to Section 17.30.040 of the Zoning Ordinance, the Building may not exceed a maximum gross floor area of 14,754.11 square feet; and

WHEREAS, the Applicant desires to construct the Proposed Improvements to the Building, which will increase the gross floor area of the Building from approximately 40,980.99 square feet to approximately 41,291.99 square feet; and

WHEREAS, pursuant to Section 17.56.090 of the Zoning Ordinance, no special use may be enlarged or extended by structural alteration of a building or structure without amending the special use permit; and

WHEREAS, the Applicant filed an application for (i) a variation from Section 17.30.040 of the Zoning Ordinance to permit the construction of the Proposed Improvements (“*Variation*”); and (ii) an amendment to the Special Use Permit pursuant to Sections 17.16.020 and Chapter 17.56 of the Zoning Ordinance to allow the construction and operation of the Proposed Improvements on the Subject Property within the R-4 District (“*Special Use Permit Amendment*”) (the Variation and the Special Use Permit Amendment are, collectively, the “*Requested Relief*”); and

WHEREAS, on October 11, 2021, after due notice thereof, the Zoning Board of Appeals (“*ZBA*”) conducted a public hearing on the Requested Relief and, by a vote of six in favor and none opposed, recommended that the Village Council approve the Requested Relief; and

WHEREAS, pursuant to Sections 17.60.040, 17.60.050, and Chapter 17.56 of the Zoning Ordinance, the ZBA heard evidence and made certain findings in support of recommending approval of the Variation and the Special Use Permit Amendment; and

WHEREAS, on October 21, 2021, after due notice thereof, the Design Review Board of the Village met to consider a Certificate of Appropriateness for the Proposed Improvements, and by a vote of four in favor and none opposed, recommended the issuance of a Certificate of Appropriateness for the Proposed Improvements; and

WHEREAS, on October 27, 2021, after due notice thereof, the Plan Commission conducted a public hearing on the proposed Special Use Permit Amendment and, by a vote of seven in favor and none opposed, recommended that the Village Council approve the Special Use Permit Amendment; and

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

WHEREAS, the Village Council has determined that approval of the proposed Special Use Permit Amendment satisfies the standards for the approval of special use permits within the R-4 District set forth in Chapter 17.56 of the Zoning Ordinance; and

WHEREAS, the Village Council has determined that approval of the Requested Relief and the Certificate of Appropriateness for the construction and operation of the Proposed Improvements on the Subject Property within the R-4 District is in the best interest of the Village and its residents; and

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 Village Council of the Village of Winnetka, as if fully set forth herein.

SECTION 2: APPROVAL OF SPECIAL USE PERMIT AMENDMENT. Subject to, and contingent upon, the terms and conditions set forth in Section 5 of this Ordinance, the Amended Special Use Permit is hereby granted, pursuant to Chapter 17.56 and Section 17.16.020 of the Zoning Ordinance and the home rule powers of the Village, to allow the construction and operation of the Proposed Improvements on the Subject Property within the R-4 District.

SECTION 3: APPROVAL OF VARIATION. Subject to, and contingent upon, the terms, conditions, restrictions, and provisions set forth in Section 5 of this Ordinance, the Variation from Section 17.30.040 of the Zoning Ordinance to permit the construction of the Proposed Improvements on the Subject Property is hereby granted, in accordance with and pursuant to Chapter 17.60 of the Zoning Ordinance and the home rule powers of the Village.

SECTION 4: APPROVAL OF CERTIFICATE OF APPROPRIATENESS. Subject to, and contingent upon, the terms, conditions, restrictions, and provisions set forth in Section 5 of this Ordinance, the Certificate of Appropriateness is granted for the Subject Property, pursuant to Section 15.40.010 of the Village Code and the home rule powers of the Village.

SECTION 5: CONDITIONS. The Requested Relief granted by Sections 2,3, and 4 of this Ordinance are subject to, and contingent upon, compliance by the Applicant with the following conditions:

- A. **Commencement of Construction.** The Applicant must commence the construction of the Proposed Improvements no later than 12 months after the effective date of this Ordinance.
- B. **Compliance with Regulations.** The development, use, and maintenance of the Proposed Improvements on the Subject Property must comply at all times with all applicable Village codes and ordinances, as they have been or may be amended over time.
- C. **Compliance with Plans.** The development, use, and maintenance of the Proposed Improvements at the Subject Property must be in strict accordance with the following documents and plans, except for minor changes and site work approved by the Director of Community Development or the Director of Public Works (within their respective permitting authority) in accordance with all applicable Village codes, ordinances, and standards:
 - 1. The proposed site plan prepared by Myefski Architects, consisting of one sheet, and with a latest revision date of August 26, 2021, attached to and, by this reference made a part of this ordinance as **Exhibit B**;
 - 2. The proposed floor plans prepared by Myefski Architects, consisting of two sheets, and with a latest revision date of August 26, 2021, attached to and, by this reference made a part of this ordinance as **Exhibit C**;

3. The proposed exterior elevations plan prepared by Myefski Architects, consisting of one sheet, and with a latest revision date of August 26, 2021, attached to and, by this reference made a part of this ordinance as **Exhibit D**;
 4. The perspective renderings prepared by Myefski Architects, consisting of one sheet, and with a latest revision date of August 26, 2021, attached to and, by this reference made a part of this ordinance as **Exhibit E**;
 5. The proposed building sections and enlarged details prepared by Myefski Architects, consisting of one sheet, and with a latest revision date of August 26, 2021, attached to and, by this reference made a part of this ordinance as **Exhibit F**; and
- D. Continued Effect of Special Use Permit. The Special Use Permit, as amended by this Special Use Permit Amendment, remains in full force and effect; provided, however, that in the event of any conflict between the Special Use Permit and the Special Use Permit Amendment, the provisions of the Special Use Permit Amendment will control.
- E. 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.

SECTION 6: RECORDATION; BINDING EFFECT. A copy of this Ordinance shall be recorded with the Recording Division of the Cook County Clerk. This Ordinance and the privileges, obligations, and provisions contained herein inure solely to the benefit of and are binding upon the Applicant and each of its heirs, representatives, successors, and assigns.

SECTION 7: FAILURE TO COMPLY. Upon the failure or refusal of the Applicant to comply with any or all of the conditions, restrictions, or provisions of this Ordinance, in addition to all other remedies available to the Village, the approvals granted in Sections 2, 3, and 4 of this Ordinance will, at the sole discretion of the Village Council, by ordinance duly adopted, be revoked and become null and void; provided, however, that the Village Council may not so revoke the approvals granted in Sections 2, 3, and 4 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 8: FUTURE AMENDMENT OF SPECIAL USE PERMIT. Any future amendments to the Special Use Permit Amendment 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 9: EFFECTIVE DATE.

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

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

B. In the event that the Applicant does not file with the Village Clerk a fully executed copy of the unconditional agreement and consent described in Section 9.A.3 of this Ordinance within 60 days after the date of passage of this Ordinance by the Village Council, the Village Council shall have the right, in its sole discretion, to declare this Ordinance null and void and of no force or effect.

[SIGNATURE PAGE FOLLOWS]

PASSED this 16 day of November, 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

EXHIBIT A

LEGAL DESCRIPTION OF SUBJECT PROPERTY

Of all that part of **Block 37 "Winnetka"**, being a Subdivision of the Northeast $\frac{1}{4}$ Section 20 and North $\frac{1}{2}$ of Fractional Section 21, Township 42 North, Range 13, East of the Third Principal Meridian, lying easterly of a line drawn parallel with the Westerly line of Maple Avenue and 150 feet West thereof, measured at right angles, beginning of the intersection of the South line of Oak Street with a line 150 ft. West of (as measured at right angles) Rerecorded September 9, 1873 in Book of plats 15 page 78 and parallel with the Westerly line of Maple Street; thence West along said South line of Oak Street 150.37 feet to a point 134.32 feet East of the easterly right of way line of the C.N.S. & M.R.R. (as measured along the South line of said Oak Street); thence South along a straight line at right angles to said South line of Oak Street, a distance of 187.02 feet more or less to a line 187.48 ft. South of and parallel with the South line of Oak Street (as measured along the East line of the parcel herein described;) thence East along said line (187.48 ft. South of a parallel with the South line of Oak Street, as measured parallel with the West line of Maple Street) 163.56 feet more or less to a line 150 feet West of (as measured at right angles) and parallel with the westerly line of Maple Street; thence North along said line (150 ft. West of as measured at right angles from the westerly line of Maple Street) 187.48 feet to the point of beginning, all in the Village of Winnetka, Cook County, Illinois.

Commonly known as 470 Maple Street, Winnetka, Illinois.

PINS: 05-21-115-006-0000

EXHIBIT B

SITE PLAN

(SEE ATTACHED EXHIBIT B)

EXHIBIT C
FLOOR PLANS
(SEE ATTACHED EXHIBIT C)

[illegible][illegible]

Agenda Packet 40

EXHIBIT D
PROPOSED EXTERIOR ELEVATIONS
(SEE ATTACHED EXHIBIT D)



EXHIBIT E
PERSPECTIVE RENDERINGS
(SEE ATTACHED EXHIBIT E)

A photograph of a stone building with a large arched window and a smaller arched entrance, surrounded by green grass. The building is constructed from light-colored, rough-hewn stone blocks. The large arched window on the left has a white frame with multiple panes. To its right is a smaller arched entrance with a white frame and a glass door. The building is set on a green lawn, and a concrete path leads to the entrance. The sky is blue with some clouds.

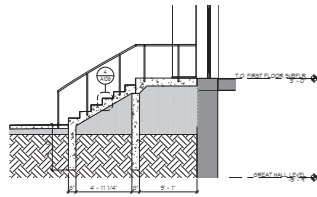
A photograph of the exterior entrance of St. John's Catholic Church. The building features a light-colored stone or brick facade. Above the main entrance is a large, arched window with a decorative tracery. The entrance itself is a dark, arched doorway. A set of concrete steps leads up to the entrance, flanked by black metal railings. The church is surrounded by greenery, including bushes and trees, and a paved area in the foreground.

A105

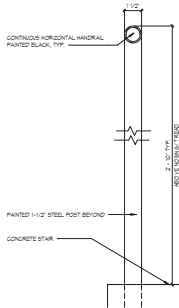
EXHIBIT F

PROPOSED BUILDING SECTIONS AND ENLARGED DETAILS

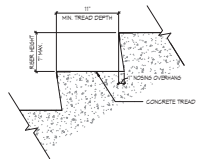
(SEE ATTACHED EXHIBIT F)



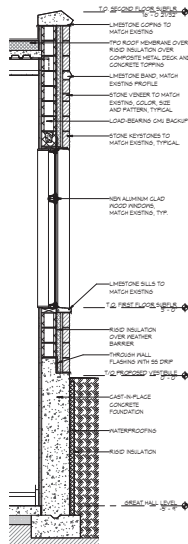
3 NEW CHAPEL STAIR SECTION
SCALE: 1/4" = 1'-0"



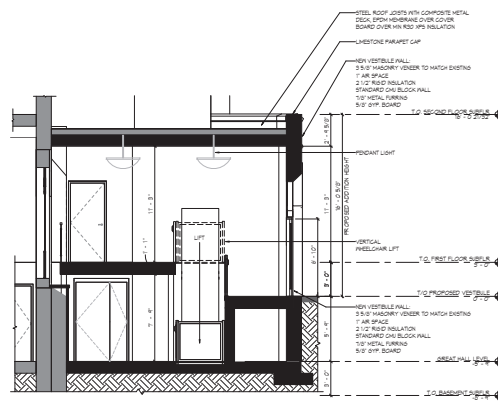
6 HANDRAIL DETAIL
SCALE: 3/4" = 1'-0"



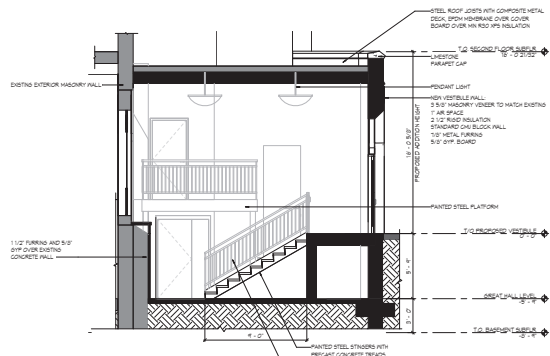
4 CONCRETE STAIR TREAD AND RISER DETAIL
SCALE: 1/2" = 1'-0"



2 TYPICAL EXTERIOR WALL SECTION
SCALE: 1/2" = 1'-0"



5 PROPOSED ADDITION SECTION LOOKING NORTH - 2
SCALE: 1/4" = 1'-0"



1 PROPOSED ADDITION SECTION LOOKING NORTH - 1
SCALE: 1/4" = 1'-0"

APPROVALS

M
MYEFBSKI
ARCHITECTS

CHRIST CHURCH, WINNETKA
470 MAPLE STREET,
WINNETKA, IL 60093

NO.	DATE	DESCRIPTION
1	03.03.2021	CONCEPT STUDY
2	03.03.2021	CONCEPT STUDY
3	03.03.2021	CONCEPT STUDY
4	03.03.2021	CONCEPT STUDY
5	03.03.2021	CONCEPT STUDY
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98	03.03.2021	CONCEPT STUDY
99	03.03.2021	CONCEPT STUDY
100	03.03.2021	CONCEPT STUDY

PROPOSED BUILDING SECTIONS
AND ENLARGED DETAILS

A106

EXHIBIT G
UNCONDITIONAL AGREEMENT AND CONSENT

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

WHEREAS, The Rector, Churchwardens and Vestrymen of Christ Church, Winnetka, a not-for-profit corporation of Illinois ("***Applicant***") is the record title owner of the property commonly known as 470 Maple Street in the Village ("***Subject Property***"); and

WHEREAS, the Applicant proposes to construct a one-story vestibule addition to the Building to provide an accessible entrance to the Building ("***Proposed Improvements***"); and

WHEREAS, Ordinance No. M-19-2021, adopted by the Village Council on _____, 2021 ("***Ordinance***"), grants to the Applicant a variation from the provisions of the Winnetka Zoning Ordinance, an amendment to a special use permit, and a Certificate of Appropriateness to permit the construction of the Proposed Improvements on the Subject Property (collectively, the "***Requested Relief***"); and

WHEREAS, Section 9 of the Ordinance provides, among other things, that the Ordinance will be of no force or effect unless and until the Applicant has filed, within 60 days following the passage of the Ordinance, its unconditional agreement and consent to accept and abide by each and all of the terms, conditions, and limitations set forth in the Ordinance;

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

1. The Applicant does 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 acknowledges that public notices and hearings have been properly given and held with respect to the adoption of the Ordinance, has considered the possibility of the revocation provided for in the Ordinance, and agrees not to challenge any such revocation on the grounds of any procedural infirmity or a denial of any procedural right.
3. The Applicant acknowledges and agrees that the Village is not and will not be, in any way, liable for any damages or injuries that may be sustained as a result of the Village's grant of the Requested Relief for the Subject Property or its adoption of the Ordinance, and that the Village's approvals do not, and will not, in any way, be deemed to insure the Applicant against damage or injury of any kind and at any time.
4. The Applicant 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 Ordinance granting the Requested Relief for the Subject Property.

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

Dated: _____, 2021

ATTEST:

**THE RECTOR, CHURCHWARDENS AND
VESTRYMEN OF CHRIST CHURCH,
WINNETKA**

By: _____
Its: _____

By: _____
Its: _____



MEMORANDUM VILLAGE OF WINNETKA

COMMUNITY DEVELOPMENT DEPARTMENT

TO: ZONING BOARD OF APPEALS
FROM: ANN KLAASSEN, SENIOR PLANNER
DATE: OCTOBER 7, 2021
SUBJECT: 470 MAPLE STREET - CHRIST CHURCH WINNETKA - SPECIAL USE PERMIT (CASE NO. 21-32-SU)

INTRODUCTION

On October 11, 2021, the Zoning Board of Appeals is scheduled to hold a public hearing on an application submitted by Myefski Architects (the "Applicant") on behalf of Christ Church Winnetka, as the owner of the property located at 470 Maple Street (the "Subject Property"). The Applicant is proposing construction of a one-story vestibule addition to the existing church on the Subject Property and requests approval of the following relief:

1. Approval of an amendment to an existing **Special Use Permit** that allowed a pre-school as an additional special use in the Christ Church chapel-parish house building located in the R-4 Single-Family Residential Zoning District; and
2. Approval of a **zoning variation** to allow Gross Floor Area (GFA) of 41,291.99 square feet, whereas a maximum of 14,754.11 square feet is permitted, a variation of 26,537.88 square feet (179.87%) [Section 17.30.040 – Maximum Building Size] [Note: The site currently contains 40,980.99 square feet of GFA. The proposed addition would add 311 square feet].

A sign has been posted on the Subject Property indicating the time and date of the ZBA public hearing. A mailed notice has been sent to property owners within 250 feet of the Subject Property, in compliance with the Zoning Ordinance. The hearing was properly noticed in the *Winnetka Talk* on September 23, 2021. As of the date of this memo, staff has received one written comment from the public regarding this application. The comment is provided in Attachment E of this report.

The Village Council has final jurisdiction on this request as only the Council has the authority to grant or amend a Special Use Permit or to grant a variation to exceed the permitted GFA by more than 10%.

PROPERTY DESCRIPTION

The Subject Property, which is approximately 1.29 acres in size, is located on the southwest corner of the intersection of Oak and Maple Streets and contains the Christ Church chapel-parish house (see Figure 1). The Subject Property has three front yards, with street frontage along Oak Street to the north, Maple Street to the east, and Cherry Street to the south. Christ Church Winnetka also owns the parcel immediately west of the Subject Property, 700 Oak Street, and utilizes the parking lot on that parcel for the preschool and other uses on the Subject Property.

The Comprehensive Plan designates the Subject Property as appropriate for "Public / Semi-Public" uses. The property is zoned R-4 Single Family Residential, and it is bordered by R-4 Single Family Residential to

the north, east, and west, R-5 Single Family Residential to the east and south, and B-1 Multifamily Residential to the west (see Figure 2).

In addition to single-family residential uses, the R-4 District allows a limited range of additional uses by Special Use Permit. Allowed Special Uses in the R-4 District include (a) church or temple; (b) public school, elementary and high, or private school having a curriculum equivalent to a public elementary school, public high school or public institution of higher learning; and (c) library.

The Applicant's use of the Subject Property as a church is generally consistent with the Comprehensive Plan land use designation and the R-4 zoning district.

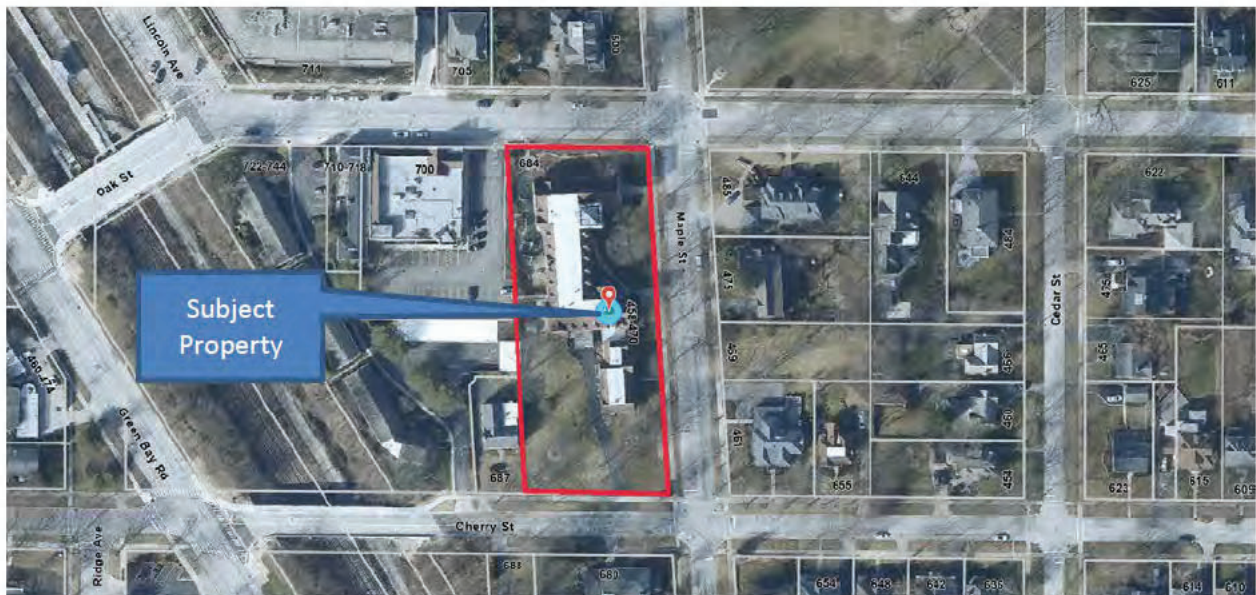


Figure 1 – Aerial Map

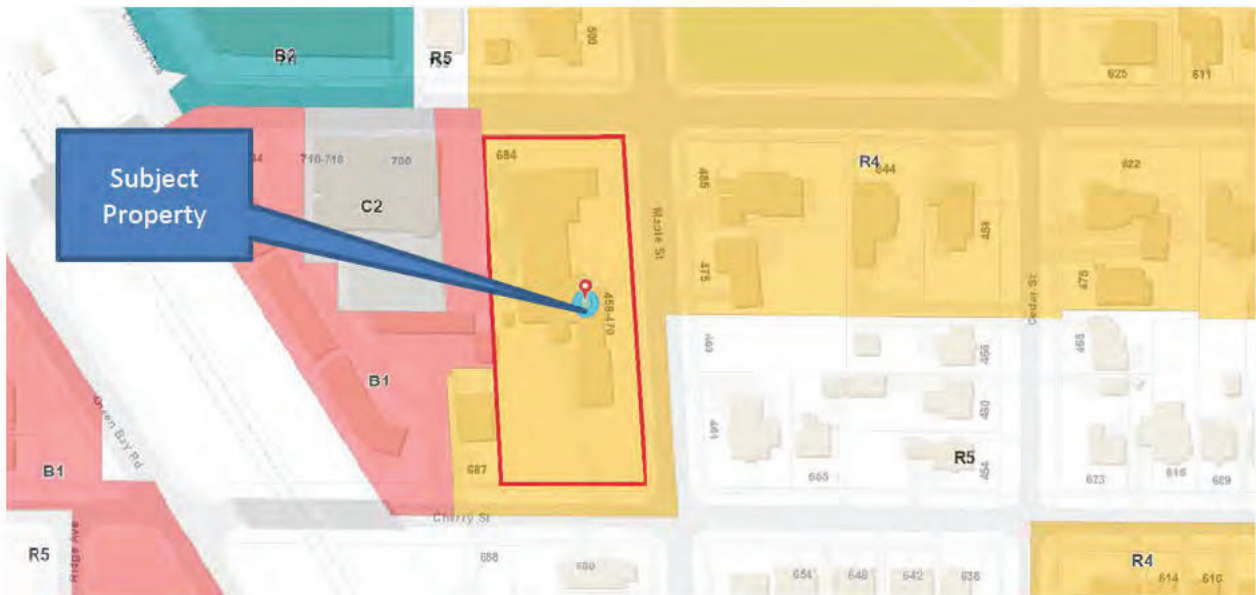


Figure 2 – Zoning Map

PROPERTY HISTORY AND PREVIOUS ZONING APPLICATIONS

The Christ Church chapel-parish house was constructed in 1930. Since that time, there have been various building permits issued for interior remodeling and site improvements. The Christ Church chapel-parish house has various meeting rooms, a great hall, stage, offices, classrooms, and is the home of Willow Wood Preschool. There is one previous zoning case on file for the Subject Property:

1. Ordinance M-507-97 was adopted in November 1997 by the Village Council, granting a Special Use Permit to allow a pre-school as an additional special use in the Christ Church chapel-parish house and variations to allow construction of a storage shed and playground improvements. The approved variations were for (a) GFA; (b) roofed lot coverage; (c) front yard setback from Oak Street; and (d) side yard setback. Ordinance M-507-97 is included in this report as Attachment D.

Figure 3 below and Figure 4 on the following page are current photos of the site where the improvements are proposed.



Figure 3 – East Elevation of Christ Church Chapel-Parish House



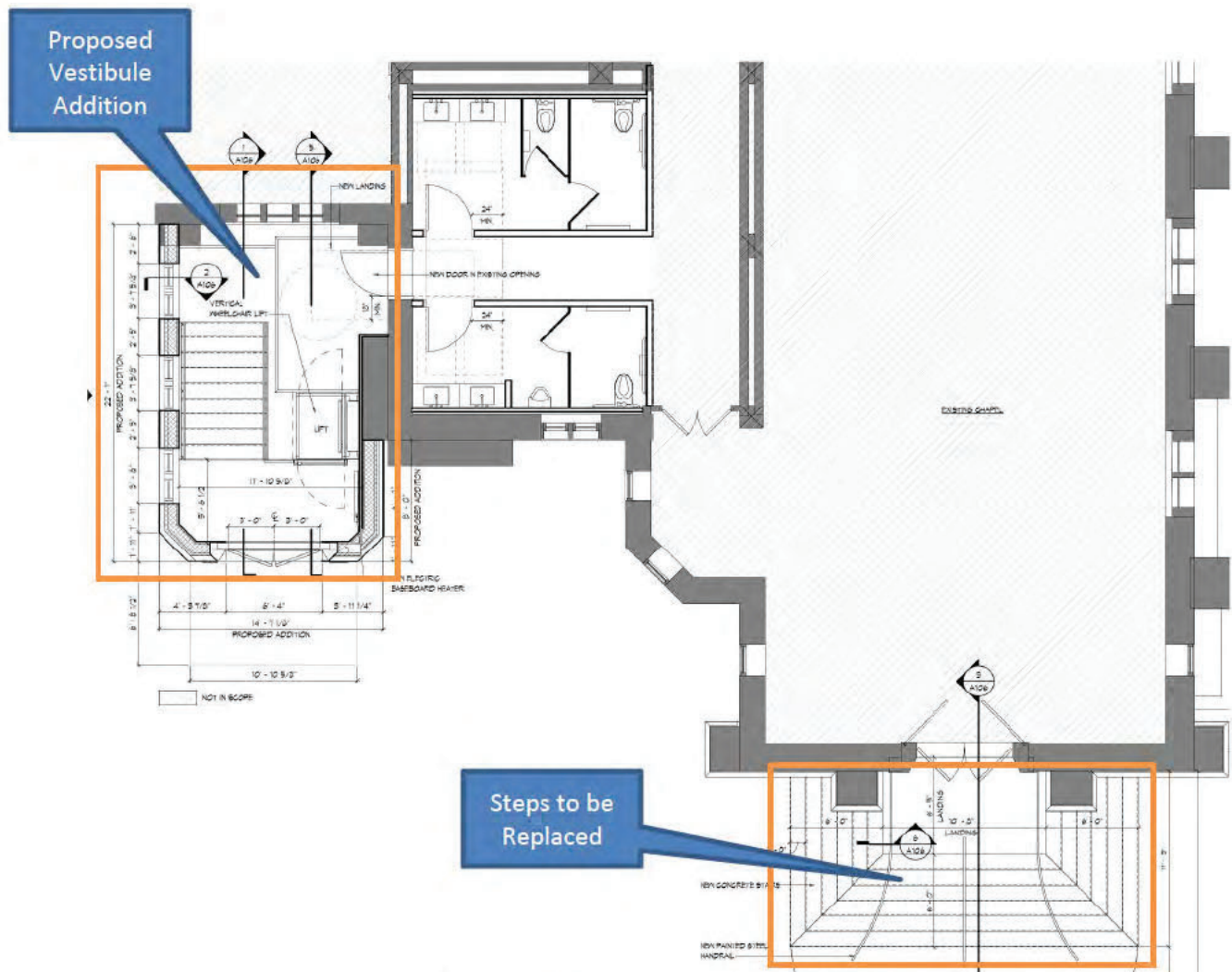
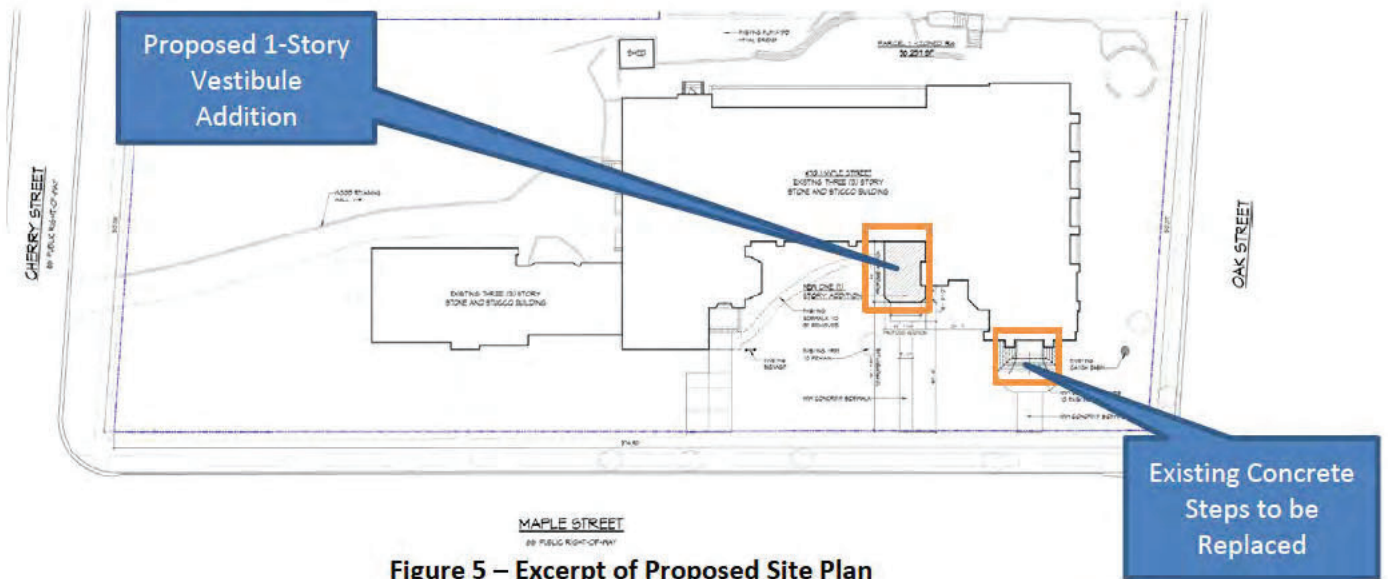
Figure 4 – East Elevation of Christ Church Chapel-Parish House

PROPOSED PLAN

The proposed exterior improvements include construction of a one-story vestibule addition on the east side of the existing church and replacement of the existing concrete steps on the east side of the Chapel. The proposed addition would measure approximately 14 feet by 22 feet (311 square feet). As described by the Applicant in the attached project description provided in Attachment C of this report, the purpose of the proposed vestibule addition is to provide an accessible entrance to both the Chapel and the Great Hall level. The addition would have an internal staircase and a platform lift to access the Great Hall level. The exterior of the addition would be constructed of a stone masonry veneer and detailing to match the stone on the existing church.

The project also includes interior renovation of two interior bathrooms on both the east and west sides of the building, as well as improvements to the fire alarm system.

Excerpts of the proposed site plan, floor plan, building elevations, and perspective views of the proposed addition are provided on the next pages as Figures 5 through 9. The complete set of plans are provided in the application materials, which are included in this report as Attachment C.



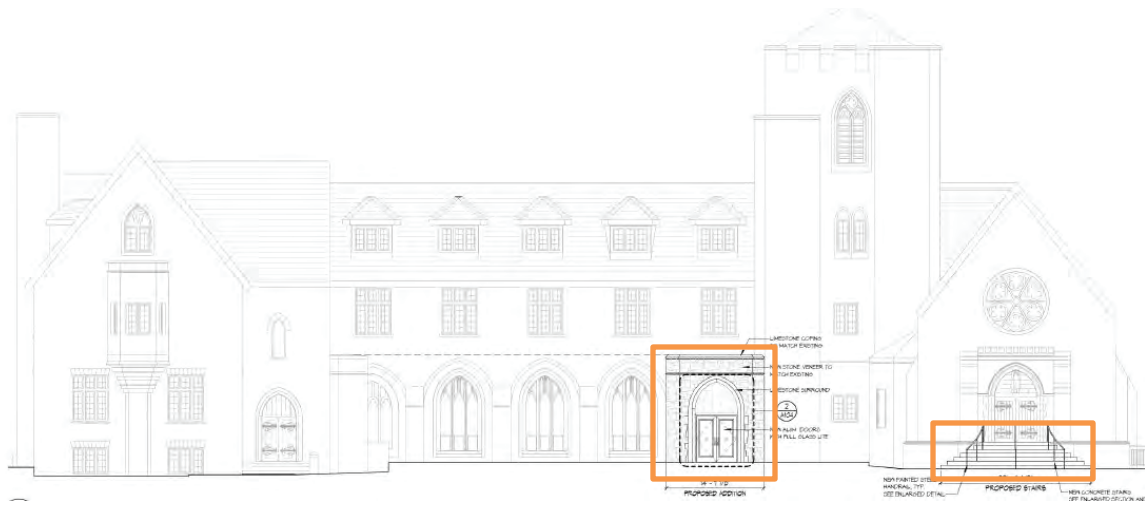


Figure 7 – Proposed East Elevation



Figure 8 – Perspective View from Maple Street



Figure 9 – Perspective View of Proposed Vestibule

Given the ZBA often receives questions regarding the stormwater regulations applicable to a specific request being considered by the ZBA, attached is a Stormwater Matrix (Attachment B). Based on the proposed plan, it appears additional stormwater detention would not be required. However, a final determination will be made by Village Engineering staff. Figure 10 below represents the Subject Property's proximity to the floodplain; the cyan represents the 100-year flood area, the orange represents the 500-year flood area.

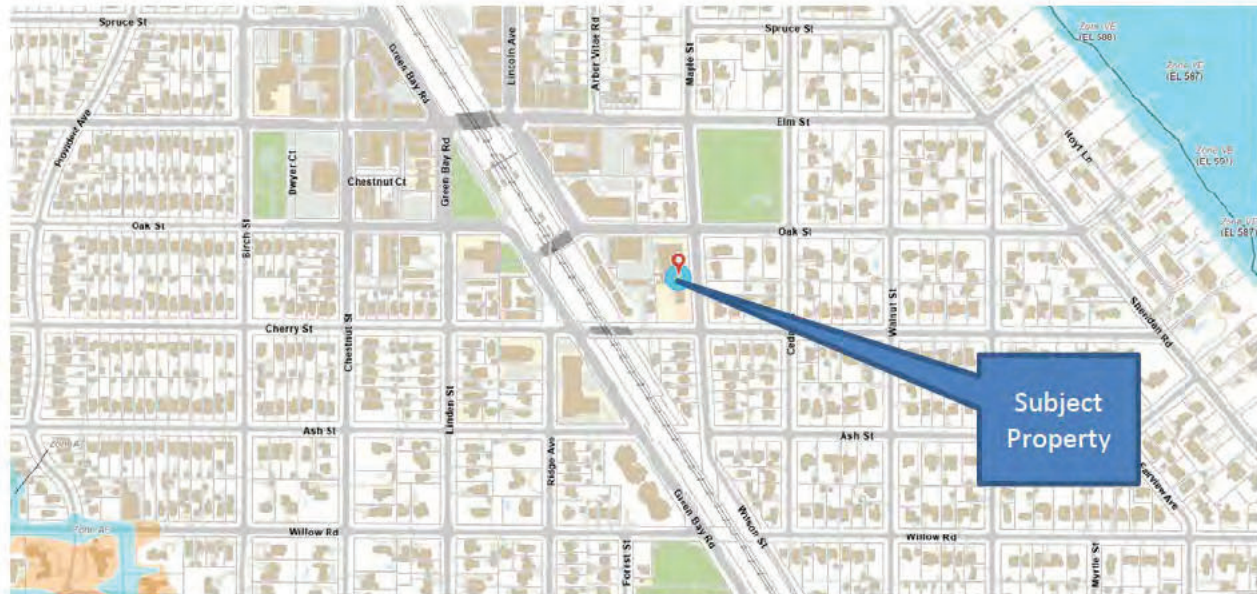


Figure 10 - GIS Floodplain Map

REQUESTED ZONING RELIEF

The attached zoning matrix highlights the existing lot and the proposed improvements' compliance with the R-4 zoning district (Attachment A). One variation is being requested to allow the proposed addition to exceed the maximum permitted gross floor area (GFA). The site currently contains 40,980.99 square feet of GFA. The increase in GFA with the proposed addition is 311 square feet; bringing the total GFA to 41,291.99 square feet, whereas a maximum of 14,754.11 square feet is permitted, a variation of 26,537.88 square feet (179.87%).

CONSIDERATION BY OTHER ADVISORY BOARDS/COMMISSIONS

The Design Review Board is scheduled to consider a Certificate of Appropriateness for the proposed improvements on October 21, 2021.

The Plan Commission is scheduled to consider the Special Use Permit on October 27, 2021.

The ZBA is charged with evaluating Special Uses for consistency with the six standards for granting special use permits, as well as the eight standards for granting of zoning variations.

FINDINGS

In the attached application materials submitted by the Applicant, the Applicant has provided a statement of justification regarding how the requested Special Use Permit and variation meets the standards for granting the requested Special Use Permit and zoning variation. Does the ZBA find that the requested amendment to an existing Special Use Permit and variation meets the standards for granting such special use and variation; and if so, is the ZBA prepared to make a recommendation to the Village Council

regarding the requested relief? If so, a ZBA member may wish to make a motion recommending approval or recommending denial based upon the following:

Move to recommend **approval [denial]** of the requested amendment to the existing special use that allowed a preschool as an additional special use in the Christ Church chapel-parish house on the Subject Property granted by Ordinance M-507-97 and a variation to exceed the permitted gross floor area to allow the construction of a one-story vestibule addition to the existing church, based on evidence in the record, or a public document, and upon the following findings of fact:

1. The proposed addition and related improvements are consistent with the Standards for the granting of Special Use Permits, as follows:
 - a. That the establishment, maintenance and operation of the special use will not be detrimental to or endanger the public health, safety, comfort, morals or general welfare;
 - b. That the special use will not be substantially injurious to the use and enjoyment of other property in the immediate vicinity which are permitted by right in the district or districts of concern, nor substantially diminish or impair property values in the immediate vicinity;
 - c. That the establishment of the special use will not impede the normal and orderly development or improvement of other property in the immediate vicinity for uses permitted by right in the district or districts of concern;
 - d. That adequate measures have been or will be taken to provide ingress and egress in a manner which minimizes pedestrian and vehicular traffic congestion in the public ways;
 - e. That adequate parking, utilities, access roads, drainage and other facilities necessary to the operation of the special use exist or are to be provided; and
 - f. That the special use in all other respects conforms to the applicable regulations of this and other Village ordinances and codes.
2. The requested zoning variation to allow Gross Floor Area of 41,291.99 square feet, whereas a maximum of 14,754.11 square feet is permitted, a variation of 26,537.88 square feet (179.87%) [Section 17.30.040 – Maximum Building Size]

is **in harmony [not in harmony]** with the general purpose and intent of the Zoning Ordinance and that each of the following eight standards on which evidence is required pursuant to Section 17.60.050 of this Code **has been met [has not been met]**:

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

6. The taxable value of the land and buildings throughout the Village will not diminish.
7. The congestion in the public street will not increase.
8. The public health, safety, comfort, morals, and welfare of the inhabitants of the Village will not otherwise be impaired.

[The amendment to the special use for the expansion of the church and the requested variation should only be approved subject to the following conditions...]

ATTACHMENTS

Attachment A: Zoning Matrix

Attachment B: Stormwater Matrix

Attachment C: Application Materials

Attachment D: Ordinance M-507-97, adopted November 18, 1997

Attachment E: Public Correspondence

ATTACHMENT A

ZONING MATRIX

ADDRESS: 470 Maple Street - Christ Church

CASE NO: 21-32-V2

ZONING: R-4

ITEM	MIN/MAX REQUIREMENT	EXISTING	PROPOSED	DIFFERENCE BETWEEN PROPOSED & EXISTING	ZONING CODE COMPLIANCE (2)
Min. Lot Size	13,300 SF	56,257 SF	N/A	N/A	OK
Min. Average Lot Width	70 FT	150.03 FT	N/A	N/A	OK
Min. Lot Depth	120 FT	374.96 FT	N/A	N/A	OK
Max. Roofed Lot Coverage	15,189.39 SF (1)	14,795.22 SF	15,106.22 SF	311 SF	OK
Max. Gross Floor Area	14,754.11 SF (1)	40,980.99 SF	41,291.99 SF	311 SF	26,537.88 SF (179.87%) VARIATION
Max. Impermeable Lot Coverage	28,128.5 SF (1)	24,616.03 SF	24,996.55 SF	380.52 SF	OK
Min. Front Yard (Oak/North)	30 FT	27.66 FT	27.66 FT	0 FT	EXISTING NONCONFORMING
Min. Corner (Front) Yard (Maple/East)	30 FT	28.67 FT	28.67 FT	0 FT	EXISTING NONCONFORMING
Min. Front Yard (Cherry/South)	30 FT	88.66 FT	88.66 FT	0 FT	OK
Min. Side Yard (West)	12 FT	23.97 FT	23.97 FT	0 FT	OK

NOTES:

(1) Based on lot area of 56,257 s.f.

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

ATTACHMENT B

Stormwater Volume Requirements for Development Sites

In addition to meeting the following storm water volume detention requirements, development sites must meet all other Village storm water management requirements such as drainage and grading, storm water release rates, storage system design requirements, etc.

	Storm Water Detention Volume Requirements	Applicable Requirement
A. New Home Construction - Previously Developed Lot	The amount of additional required storm water detention volume is based upon the difference between maximum impermeable lot coverage, per Zoning Code, and existing lot coverage, using the run-off coefficient for a 100-year storm event for both.	
B. New Home Construction - Previously <u>Undeveloped</u> Site	The amount of required storm water detention volume is based upon the maximum impermeable lot coverage, using the run-off coefficient for 100-year storm event.	
C. Redevelopment of Site for Different Use (e.g. single family to multi-family, or commercial)	The amount of required storm water detention volume is based upon the maximum impermeable lot coverage, using the run-off coefficient for 100-year storm event.	
D. Improvements to Existing Home and/or Lot, causing an increase in impermeable lot coverage <u>greater or equal to 25%</u>.	The amount of additional required storm water detention volume is based upon the difference between the proposed and existing impermeable lot coverage, using the run-off coefficient for 100 year storm event. (Note: If the increase in impermeable lot coverage is less than 25%, additional storm water detention volume is <u>not</u> required.)	<i>Applies to 470 Maple Street</i> <i>Based upon preliminary review of information to date, it appears that 470 Maple Street <u>would not</u> have to provide additional storm water detention volume. However, a final determination will be made by Village Engineering staff.</i>

VILLAGE OF WINNETKA, ILLINOIS
DEPARTMENT OF COMMUNITY DEVELOPMENT

SPECIAL USE PERMIT APPLICATION

Case No. 21-32-SU
SU 2021-985Property InformationSite Address: 470 Maple Street, Winnetka, IL 60093Applicant InformationName: Myefski Architects
Primary Contact: Michael Karkowski
Address: 400 N. Michigan Avenue, Suite 400
City, State, ZIP: Chicago, IL 60611
Phone No. 312.763.2400
Email: mkarkowski@myefski.comArchitect InformationName: Myefski Architects
Primary Contact: John Myefski
Address: 400 N. Michigan Avenue, Suite 400
City, State, ZIP: Chicago, IL 60611
Phone No. 312.763.2400
Email: jmyefski@myefski.comOwner InformationName: Christ Church Winnetka
Primary Contact: Christopher Powell
Address: 470 Maple Street
City, State, ZIP: Winnetka, IL 60093
Phone No. 847.446.2850
Email: [REDACTED]Attorney InformationName: _____
Primary Contact: _____
Address: _____
City, State, Zip: _____
Phone No. _____
Email: _____Applicant Signature: [REDACTED]Date: 08/26/2021Property Owner Signature: [REDACTED]Date: 08/26/2021Printed Name of Owner: Christ Church Winnetka

PROJECT DESCRIPTION:

Scope of work includes the following:

- Construction of a new approximately 311 sf, one-story vestibule addition to an existing church. The purpose of the vestibule addition is to provide an accessible entrance to both the Chapel, which is located approximately 36" above grade, and the Great Hall level, located approximately 69" below grade. The vestibule addition will have an internal staircase and a platform lift that will access a Great Hall level. The lift will extend to access the Chapel Level. The addition is to be constructed of stone masonry veneer on a cast-in-place concrete foundation with spread footings. The stone masonry material and detailing will match the stone on the existing structure.
- Renovation of two interior bathrooms on the East and West sides of the building that serve the Chapel and the Great Hall.
- Replace existing concrete steps at the Chapel with new code-compliant steps
- Replace existing analog fire alarm system with new addressable fire alarm to serve the newly renovated areas and addition. The new panel will also connect to existing smoke detectors. The replacement panel will be sized to accommodate future devices.
- The Zoning Variation is also seeking to add floor area to the building which is already over the allowable FAR. The allowable FAR for the property (Parcel 1, Zoned R4) is 14,754.11 sf. The existing Building is approximately 40,650 sf. The proposed addition is approximately 311 sf (0.775% more area). We believe that the small amount of additional FAR does not significantly increase the overall mass of the building, but adds a valuable accessible entrance to the building, and as such, are requesting its approval. The allowable building lot coverage for the parcel is compliant.

SPECIAL USE PERMIT APPLICATION

Special Use Permit Standards

Explain in detail how the proposed special use meets the following standards. Under the terms of the Zoning Ordinance, no Special Use Permit shall be granted unless it is found:

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.**
Response: Approval of the Special Use will allow the construction of the proposed addition which improves the health, safety, comfort, morals and welfare of the Village as it provides Code-required access/egress for the existing building, providing a safe and welcoming environment for all users, including those with mobility limitations and the elderly population that frequent the facility.
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.**
Response: The accessibility improvements to the existing building will not have a negative effect on the use or enjoyment of adjacent properties or land values in the adjacent neighborhood.



- 3. That the establishment of the special use will not impede the normal and orderly development or improvement of other property in the immediate vicinity for uses permitted by right in the district or districts of concern.**

Response: The requested Special Use is a small addition on an existing church and will in no way impede the development or improvement of any other property in the immediate vicinity. The existing church and its adjoining rectory are the only structures on West side of Maple Street between Cherry Street and Oak Street.

- 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.**

Response: The purpose of the vestibule addition is to provide accessible means of access/egress to the existing Church Chapel and Great Hall. The additional entrance will improve pedestrian access and reduce congestion into the facility. The addition does not alter or negatively impact the vehicular access to the facility.

- 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.**

Response: Granting the Special Use for the addition does not alter the existing parking, access, drainage and other facilities necessary for the operation of the Church. These facilities remain adequate for the use of the patrons.

- 6. That the special use in all other respects conforms to the applicable regulations of this and other village ordinances and codes.**

Response: The addition will conform to all other applicable regulations, zoning requirements and village ordinances.

VILLAGE OF WINNETKA, ILLINOIS
DEPARTMENT OF COMMUNITY DEVELOPMENT

ZONING VARIATION APPLICATION

Case No. 21-32-SU
VA 2021-984

Property Information

Site Address: 470 Maple Street, Winnetka, IL 60093

Owner Information

Name: Christ Church Winnetka

Address: 470 Maple Street

City, State, ZIP: Winnetka, IL 60093

Email: [REDACTED]

Primary Contact: Christopher Powell

Phone No. [REDACTED]

Date property acquired by owner: 12/10/1940

Architect Information

Name: Myefski Architects

Primary Contact: John Myefski

Address: 400 N. Michigan Avenue, Suite 400

City, State, ZIP: Chicago, IL 60611

Phone No. 312.763.2400

Email: jmyefski@myefski.com

Attorney Information

Name: _____

Primary Contact: _____

Address: _____

City, State, Zip: _____

Phone No. _____

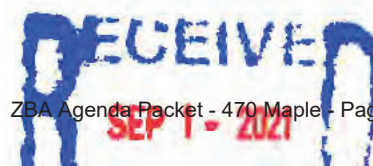
Email: _____

Nature of any restrictions on property: _____

Brief explanation of variation(s) requested (attach separate sheet providing additional details): The purpose of the Zoning Request is to add a vestibule addition to provide accessible means of access and egress to the existing Church. The Church is in an R4 Residential district which requires a zoning variance. See attached detailed description and summary.

Property Owner Signature: _____

Date: 08/26/2021



PROJECT DESCRIPTION:

Scope of work includes the following:

- Construction of a new approximately 311 sf, one-story vestibule addition to an existing church. The purpose of the vestibule addition is to provide an accessible entrance to both the Chapel, which is located approximately 36" above grade, and the Great Hall level, located approximately 69" below grade. The vestibule addition will have an internal staircase and a platform lift that will access a Great Hall level. The lift will extend to access the Chapel Level. The addition is to be constructed of stone masonry veneer on a cast-in-place concrete foundation with spread footings. The stone masonry material and detailing will match the stone on the existing structure.
- Renovation of two interior bathrooms on the East and West sides of the building that serve the Chapel and the Great Hall.
- Replace existing concrete steps at the Chapel with new code-compliant steps
- Replace existing analog fire alarm system with new addressable fire alarm to serve the newly renovated areas and addition. The new panel will also connect to existing smoke detectors. The replacement panel will be sized to accommodate future devices.
- The Zoning Variation is also seeking to add floor area to the building which is already over the allowable FAR. The allowable FAR for the property (Parcel 1, Zoned R4) is 14,754.11 sf. The existing Building is approximately 40,650 sf. The proposed addition is approximately 311 sf (0.775% more area). We believe that the small amount of additional FAR does not significantly increase the overall mass of the building, but adds a valuable accessible entrance to the building, and as such, are requesting its approval. The allowable building lot coverage for the parcel is compliant.

ZONING VARIATION APPLICATION

Standards for Granting Zoning Variations

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

Response: The purpose of the Zoning Request is to add a vestibule addition to provide accessible means of access and egress to the existing Church. The church is in an R4 Residential District which requires a zoning variation. The question of "reasonable return" does not appear to apply to this situation, the intent is only to provide accessibility.

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

Response: The plight is due to the unique circumstance that the location of the existing Church within an R4 Residential District, which requires the special use and zoning review. The addition is needed because the existing structure is currently not code compliant as it lacks an accessible means of egress and entry to the Chapel and Great Hall.

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

Response: The project is a relatively small addition onto the existing building which will match the character and style of the existing church. The intent is to blend in seamlessly with the existing architecture. The existing character of the neighborhood will not be altered.



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

Response: There is no impact to any adjacent property in terms of access to light and air. The existing church and its adjoining rectory are the only structures on West side of Maple Street between Cherry Street and Oak Street.

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

Response: The new addition will be built of non-combustible construction, load bearing CMU walls with stone veneer to match existing façade. The roof will have a steel frame structure with metal deck/concrete topping, consistent with the existing building's fire rating.

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

Response: The accessibility improvements to the existing building will not have a negative effect on the use or enjoyment of adjacent properties or land values in the adjacent neighborhood.

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

Response: The addition is a vestibule, not a regularly occupied space within the building. The addition is intended to provide accessible means of entry and egress for the building occupants and patrons of the church and does not increase the existing occupant load of the building.

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

Response: The proposed addition improves the health, safety, comfort, morals and welfare of the Village as it provides Code-required access/egress for the existing building, providing a safe and welcoming environment for all users, including those with mobility limitations and the elderly population that frequent the facility.

CHRIST CHURCH, WINNETKA

470 MAPLE STREET, WINNETKA, IL 60093

OWNER
CHRIST CHURCH WINNETKA
470 MAPLE STREET
WINNETKA, IL 60093
T: 847.446.2850

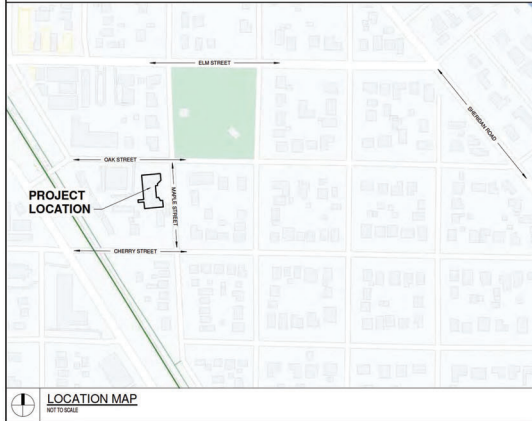
ARCHITECT
MYEFSKI ARCHITECTS, INC.
400 NORTH MICHIGAN AVE., SUITE 400
CHICAGO, IL 60611
T: 312.763.2400
F: 312.763.2402

PROJECT DESCRIPTION

- SCOPE OF WORK INCLUDES THE FOLLOWING
- CONSTRUCTION OF A NEW APPROXIMATELY 290 SF, ONE-STORY VESTIBULE ADDITION TO AN EXISTING CHURCH THE PURPOSE OF THE VESTIBULE ADDITION IS TO PROVIDE AN ACCESSIBLE ENTRANCE TO BOTH THE CHAPEL, WHICH IS LOCATED APPROXIMATELY 36" ABOVE GRADE, AND THE GREAT HALL LEVEL, LOCATED APPROXIMATELY 69" BELOW GRADE. THE VESTIBULE ADDITION WILL HAVE AN INTERNAL STAIRCASE AND A PLATFORM LIFT THAT WILL ACCESS A GREAT HALL LEVEL. THE LIFT WILL EXTEND TO ACCESS THE CHAPEL LEVEL. THE ADDITION IS TO BE CONSTRUCTED OF STONE MASONRY VENEER ON A CAST-IN-PLACE CONCRETE FOUNDATION WITH SPREAD FOOTINGS. THE STONE MASONRY MATERIAL AND DETAILING WILL MATCH THE STONE ON THE EXISTING STRUCTURE.
 - RENOVATION OF TWO INTERIOR BATHROOMS ON THE EAST AND WEST SIDES OF THE BUILDING THAT SERVE THE CHAPEL AND THE GREAT HALL.
 - REPLACE EXISTING CONCRETE STEPS AT THE CHAPEL WITH NEW CODE-COMPLIANT STEPS.
 - REPLACE EXISTING ANALOG FIRE ALARM SYSTEM WITH NEW ADDRESSABLE FIRE ALARM TO SERVE THE NEWLY RENOVATED AREAS AND ADDITION. THE NEW PANEL WILL ALSO CONNECT TO EXISTING SMOKE DETECTORS. THE REPLACEMENT PANEL WILL BE SIZED TO ACCOMMODATE FUTURE DEVICES.

APPLICABLE CODES

2015 LIFE SAFETY CODE (NFPA 101)
2014 NATIONAL ELECTRIC CODE, WITH LOCAL AMENDMENTS
2015 INTERNATIONAL BUILDING CODE (IBC), WITH LOCAL AMENDMENTS
2015 INTERNATIONAL EXISTING BUILDING CODE (IEBC), WITH LOCAL AMENDMENTS
2015 INTERNATIONAL FIRE CODE (IFC), WITH LOCAL AMENDMENTS
2015 INTERNATIONAL FUEL GAS CODE (IFGC), WITH LOCAL AMENDMENTS
2015 INTERNATIONAL MECHANICAL CODE
2014 ILLINOIS PLUMBING CODE (IPC), WITH LOCAL AMENDMENTS
2015 INTERNATIONAL PROPERTY MAINTENANCE CODE, WITH LOCAL AMENDMENTS
2018 INTERNATIONAL ENERGY CONSERVATION CODE (IECC), WITH AMENDMENTS
2018 ILLINOIS ACCESSIBILITY CODE (IAC)



LEGEND

SYMBOL	DESCRIPTION
	ROOM NAME TAG
	ROOM NUMBER TAG
	ELEVATION TAG
	SECTION TAG
	DETAIL TAG
	DRAWING NUMBER TAG
	SHEET NUMBER TAG
	COLOR LINE DESIGNATION TAG
	DOOR TAG
	KEY NOTE TAG
	WALL TYPE TAG
	WINDOW OR STOREFRONT TAG
	EQUIPMENT TAG
	SINKS TAG
	STEP DOWN/HEIGHT TAG
	FLOOR MATERIAL TRANSITION TAG
	MATERIAL/FINISH TAG
	ROOF TYPE TAG
	FLOOR TYPE TAG
	MAGNETIC NORTH (BOLD LINE)
	EXISTING GRADE CONTOUR
	PROPOSED GRADE CONTOUR
	EXISTING SPOT ELEVATION
	PROPOSED SPOT ELEVATION
	OVERHEAD OR HIDDEN CONSTRUCTION
	BATT INSULATION OR SOUND ATTENUATION BLANKET
	RIGID INSULATION
	STONE
	BRICK
	CONCRETE BLOCK
	CONCRETE
	EARTH - UNDISTURBED
	EARTH - COMPACTED BACKFILL
	GRAVEL
	GYPSUM BOARD
	STEEL
	WOOD - DIMENSIONAL LUMBER

ABBREVIATIONS INDEX

TEXT	DESCRIPTION
1	GENERAL
100	COVER SHEET
101	DEED FOR OWNERSHIP (FOR REFERENCE ONLY)
102	BUILDING AND SITE PHOTOS
2	ARCHITECTURAL
200	PLAT OF SURVEY (FOR REFERENCE ONLY)
201	ARCHITECTURAL SITE PLAN
202	EXISTING FLOOR PLANS
203	PROPOSED FLOOR PLANS
204	EXISTING AND PROPOSED EXTERIOR ELEVATIONS
205	PERSPECTIVE RENDERINGS
206	PROPOSED BUILDING SECTIONS AND ENLARGED DETAILS

DRAWING LIST

NO.	DATE	DESCRIPTION
1		COVER SHEET
2		DEED FOR OWNERSHIP (FOR REFERENCE ONLY)
3		BUILDING AND SITE PHOTOS
4		PLAT OF SURVEY (FOR REFERENCE ONLY)
5		ARCHITECTURAL SITE PLAN
6		EXISTING FLOOR PLANS
7		PROPOSED FLOOR PLANS
8		EXISTING AND PROPOSED EXTERIOR ELEVATIONS
9		PERSPECTIVE RENDERINGS
10		PROPOSED BUILDING SECTIONS AND ENLARGED DETAILS

APPROVALS

MYEFSKI ARCHITECTS, INC.
PROFESSIONAL DESIGN FIRM
License No. 184-000772
Exp. Date: 04-30-2023

I hereby certify that these drawings were prepared under my direction and to the best of my knowledge and belief conform to the Building Code and Ordinances of Winnetka.

JOHN W. MYEFSKI
ILL. License No. 061-015485
Exp. Date: 11-30-2022

THIS STAMP CERTIFIES ARCHITECTURAL DRAWINGS ONLY

CHRIST CHURCH, WINNETKA
470 MAPLE STREET, WINNETKA, IL 60093

DRAWN BY: AP
CHECKED BY: MM
PROJECT ARCH: JM
NO. DATE DESCRIPTION
10-10-2021 YELLOW STAFF REVIEW

COVER SHEET
G100

2024 Agenda Packet - 470 Maple - Page 10

BOOK 39625 PAGE 230

State of Illinois,
COUNTY OF COOK,

SUSAN M. WATKINS

A Widow Petitioner in and for said County, in the foregoing instrument, DO HEREBY CERTIFY, that

Ver-
ification of the CHICAGO TITLE AND TRUST COMPANY,
INCORPORATED IN ILL.

Assistant Secretary of said Company, personally known to me to be the same person whose name are subscribed to the foregoing instrument as such Vice-President and Assistant Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and in the free and voluntary act of said Company, for the uses and purposes therein so fully, and that said Assistant Secretary did also read and acknowledge the same — as condition of the incorporation of said Company, did into the said instrument and of said Company in said instrument — it, was free and voluntary act, and as the free and voluntary act of said Company, for the uses and purposes therein so both.

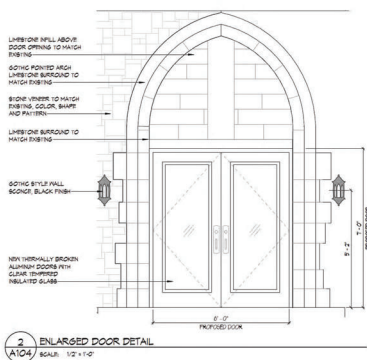
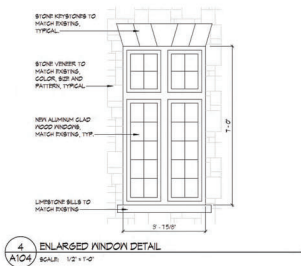
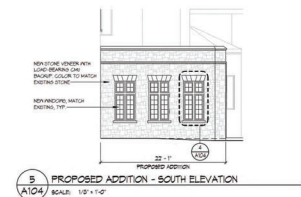
Witness my hand and Notarial Seal this 15th day of December, 1913.

Susan M. Watkins
Notary Public,
Illinois.

THE RECORDS, COMMISSIONERS AND VICE-PRESIDENTS OF CHICAGO TITLE AND TRUST COMPANY
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APPROVALS



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CLIENT
FIRST CHURCH BREKIDIA
1000 N. 10TH ST.
MINOT, LA 70555
PHONE: 847-432-1111
MAIL: 44043001, 44043002, 44043003@firstchurch.org

ARCHITECT
ARCHITECTS, INC.
404 NORTH HIGHWAY NORTH, SUITE 400
MINOT, LA 70555
CONTACT: MICHAEL KIRKMAN
CONTACT: MICHAEL KIRKMAN
PHONE: 847-432-1111

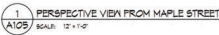
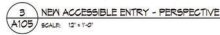
CHRIST CHURCH, WINNETKA
470 MAPLE STREET,
WINNETKA, IL 60093

DRAWN BY	AP
CHECKED BY	MK
PROJECT ARCH	JM
NO.	DATE



EXISTING AND PROPOSED
EXTERIOR ELEVATIONS

A104

2024 Agenda Packet - 470 Maple - Page 26

C. Cook

ORDINANCE NO. M-507-97

**AN ORDINANCE GRANTING VARIATIONS AND A
SPECIAL USE PERMIT TO ALLOW A PRE-SCHOOL AT
458-470 MAPLE AVENUE**

WHEREAS, the Christ Church is the owner of the following described real estate:

Of all that part of Block 37 "Winnetka", being a Subdivision of the Northeast $\frac{1}{4}$ Section 20 and North $\frac{1}{2}$ of Fractional Section 21, Township 42 North, Range 13, East of the Third Principal Meridian, lying easterly of a line drawn parallel with the Westerly line of Maple Avenue and 150 feet West thereof, measured at right angles, beginning of the intersection of the South line of Oak Street with a line 150 ft. West of (as measured at right angles) Rerecorded September 9, 1873 in Book of plats 15 page 78 and parallel with the Westerly line of Maple Street; thence West along said South line of Oak Street 150.37 feet to a point 134.32 feet East of the easterly right of way line of the C.N.S. & M.R.R. (as measured along the South line of said Oak Street); thence South along a straight line at right angles to said South line of Oak Street, a distance of 187.02 feet more or less to a line 187.48 ft. South of and parallel with the South line of Oak Street (as measured along the East line of the parcel herein described;) thence East along said line (187.48 ft. South of a parallel with the South line of Oak Street, as measured parallel with the West line of Maple Street) 163.56 feet more or less to a line 150 feet West of (as measured at right angles) and parallel with the westerly line of Maple Street; thence North along said line (150 ft. West of as measured at right angles from the westerly line of Maple Street) 187.48 feet to the point of beginning, all in the Village of Winnetka, Cook County, Illinois.

which is commonly known as 458-470 Maple Avenue (PIN 05-21-115-006) and 700 Oak Street (PIN 05-21-115-012), Winnetka, Illinois, and which is located in the "A-5" (One-Fourth Acre) Single-Family Residential District provided in the Winnetka Zoning Ordinance, chapter 22, Winnetka Village Code; and

WHEREAS, the Subject Property is improved with a chapel and parish house building in the portion of the Subject Property located in the "A-5" (One-Fourth Acre) Single-Family Residential District, commonly known as 458-470 Maple Avenue (PIN 05-21-115-006), and a paved parking

November 12, 1997

M-507-97

area in the portion of the Subject Property located in the "B-1" Multi-Family Residential District, (commonly known as 700 Oak Street (PIN 05-21-115-012); and

WHEREAS, the chapel-parish house building is configured with various meeting and activity rooms, a great hall, stage, offices and classrooms; and

WHEREAS, church buildings are permitted as special uses in the "A-5" (One-Fourth Acre) Single-Family Zoning District, subject to the conditions and requirements pertaining to special uses, as set forth in Section 22.13 of the Winnetka Zoning Ordinance; and

WHEREAS, the operations of Christ Church on the Subject Property have included conducting Sunday School classes, which are scheduled to be relocated to Christ Church's other Winnetka location, on Sheridan Road, in early 1998; and

WHEREAS, the relocation of the Sunday School classes will leave classroom space on the second floor of the parish house building otherwise unoccupied; and

WHEREAS, Christ Church has submitted applications pursuant to Section 22.13 of the Winnetka Zoning Ordinance seeking to allow a pre-school facility as an additional special use in the parish house building, which is located in the A-5 Residential Zoning District, and to grant a special use permit allowing the parking lot in the B-1 Zoning District to be a primary use to serve the adjoining church property; and

WHEREAS, in conjunction with the applications for the additional use of the Subject Property as a pre-school facility with parking to be provided in the adjoining lot, Christ Church has also filed applications for the following variations from the provisions of Section 22.05A of the Winnetka Zoning Ordinance, Chapter 22 of the Winnetka Village Code: (a) from the intensity of use

of lot (roofed lot coverage) limitations of Section 22.05A(f), to allow the construction of a storage shed with an area of 144 square feet, requiring an increase in the existing non-conforming roofed lot coverage from 15,072 square feet to 15,216 square feet, requiring a variation of 1,060.25 square feet (7.49%) from the maximum allowable roofed lot coverage of 14,155.75 square feet; (b) from the maximum building size (gross floor area) limitations of Section 22.05A(g) of the Winnetka Zoning Ordinance, to allow the storage shed, requiring an increase in the legally existing non-conforming gross floor area by 144 square feet from 46,247 square feet to 46,391 square feet, requiring a variation of 33,367 square feet (256.21%) from the maximum allowable gross floor area of the 13,023.29 square feet; (c) from the front setback requirements of Section 22.05A(h) to allow a sandbox with an area of approximately 125 square feet to be placed at the north end of the play area with a north front setback of 19.285 feet, requiring a variation of 10.72 feet (35.7%) from the minimum front yard requirement of 30 feet; and (d) for a variation from the side yard setback requirements of Section 22.05A(i) to allow the proposed sandbox to be placed on the west side yard with a set-back of 2.17 feet, requiring a variation of 3.83 feet (63.8%) from the minimum required side yard setback of six feet; and,

WHEREAS, on August 21, 1997, the Design and Review Board, in its advisory capacity to the Zoning Board of Appeals and the Village Council, reviewed the plans and made unanimous comment that the proposed improvements are appropriate and that the Board would issue a Certificate of Appropriateness for the design proposed, subject to the height of the safety fence being restricted to the minimum height allowed by the Department of Children and Family Services; and

WHEREAS, on October 6, 1997, the Plan Commission and the Zoning Board of Appeals met in joint session to conduct a public hearing on said applications; and,

WHEREAS, upon consideration of the proposal of Christ Church, the Plan Commission, pursuant to the unanimous vote of the ten members then in attendance, recommended that the Village Council approve the requested special uses; and,

WHEREAS, upon conducting the public hearing, the Zoning Board of Appeals, by the unanimous vote of the six members then in attendance, recommended to the Village Council that the Special Use Permit be approved, subject to the council's approval of the requested zoning variations; and,

WHEREAS, upon conclusion of the hearing, the Zoning Board of Appeals, pursuant to the unanimous vote of the six members then in attendance, recommended that the Council approve all four requested variations; and,

WHEREAS, the parking lot proposed as a special use is consistent with Transportation Policy No. 4 of 1979 Statement of Community Objectives regarding off-street parking; and,

WHEREAS, the preschool proposed as a special use is consistent with Educational and Cultural Facilities Policy No. 8 of the 1979 Statement of Community Objectives regarding maintaining an atmosphere in which cultural, educational and religious organizations may flourish and in which special activities for use may be enhanced; and,

WHEREAS, the preschool and auxiliary parking proposed as a special use are consistent with the land use policies outlined in Chapter II of the Winnetka Comprehensive Plan regarding basic objectives for land use and zoning; and,

WHEREAS, the preschool and auxiliary parking proposed as special uses are consistent with the findings and guidelines of Chapter X of the Winnetka Comprehensive Plan pertaining to future needs for nursery and daycare facilities; and,

WHEREAS, the parking lot proposed as a special use is consistent with the policy outlined in Chapter XVI of the Winnetka Comprehensive Plan, regarding the need to provide additional parking facilities to make it easier to enforce parking regulations and to alleviate parking problems; and,

WHEREAS, the preschool and auxiliary parking lot proposed as special uses will not exacerbate identified weaknesses of the Elm Street District, as outlined in Chapter XIX of the Winnetka Comprehensive Plan; and,

WHEREAS, the establishment, maintenance and operation of the proposed preschool will not be detrimental to or endanger the public health, safety, comfort, morals or general welfare, and will enhance the general welfare by preserving the viability of the existing Christ Church chapel-parish house building and assuring the continued operation of the Willow Wood Preschool, in furtherance of the policy expressed in Chapter X of the Winnetka Comprehensive Plan, which encourages public service organizations such as churches to offer such programs in their facilities; and,

WHEREAS, the proposed preschool and auxiliary parking lot will not be substantially injurious to the use and enjoyment of other property in the immediate vicinity, as the chapel-parish house building of Christ Church is well established in the neighborhood and the additional parking

to be provided will primarily be in the form of additional spaces derived from reconfiguring an existing parking lot; and,

WHEREAS, the chapel-parish house building of Christ Church is in an established residential area and provides a transition from the single-family residences in Village Green in the immediate vicinity to the north, east and south, and the commercial zoning district to the west; and,

WHEREAS, there is no evidence in the record that the proposed preschool and auxiliary parking will substantially diminish or impair property values in the immediate vicinity; and,

WHEREAS, adequate measures have been or will be taken to provide ingress and egress in a manner which minimizes pedestrian and vehicular traffic congestion in the public ways, in that pedestrian access points to the Subject Property will not substantially change from their current locations and the Village Engineer has accepted the conclusions of the applicants' traffic study that there will be no significant parking or traffic impacts; and,

WHEREAS, adequate parking, utilities, access roads, drainage, and other facilities necessary to the operation of the preschool and parking lot exist due to the presence of the existing facility, and to the extent they do not, they are provided for in the applicant's proposal and will meet applicable Village Code requirements; and,

WHEREAS, the proposed preschool and parking lot, when developed on the Subject Property in accordance with the terms and conditions of this ordinance, will conform to the applicable regulations of the Zoning Ordinance and the Winnetka Village Code; and,

WHEREAS, there are practical difficulties and particular hardships in carrying out the strict letter of the Winnetka Zoning Ordinance as it applies to the Subject Property in that: (1) the Subject

Property is bounded by Oak, Maple and Cherry Streets, as a result of which it has three front yards, one side yard on the west of the Subject Property and no rear yard for the placement of play equipment for the proposed preschool; and (2) the topography of the Subject Property is irregular and sloped on the south and west sides which further operates as a practical limitation for the placement of the play equipment; and

WHEREAS, unless the requested relief is granted, the property in question cannot yield a reasonable return, in that: (1) Christ Church has not been successful in obtaining other tenants for any of the uses permitted on the Subject property under the existing zoning; (2) tearing down the building and subdividing the Subject Property into single family residential lots is disproportionately expensive in relation to the value of the resulting lots; and (3) tearing down the building would result in the loss of a significant visual landmark; and,

WHEREAS, the plight of the Church is due to unique circumstances, because of the practical difficulties and particular hardships described above, and because of the Subject Property's proximity to the C-2 general retail zoning district, in which daycare centers are permitted uses, the only space between the Subject Property and the C-2 zoning district being a driveway that is zoned B-1; and

WHEREAS, the variations, if granted, will not alter the essential character of the locality, in that: (1) the chapel-parish house building is an established and recognized visual fixture in the immediate area, and its appearance will not be altered by the requested variations; (2) the additional floor area that will be added by the proposed shed is *de minimis*; (3) most of the proposed play area

will be out of view to the west of the building and the most visible portion will be a fenced grassy area which is compatible with the Subject Property and land use in the immediate vicinity; and

WHEREAS, an adequate supply of light and air to adjacent property will not be impaired, because the proposed storage shed and play equipment have a low profile in relation to the church-parish house building; and

WHEREAS, the hazard from fire and other damages to the property will not be increased; and

WHEREAS, the taxable value of land and buildings throughout the Village will not diminish as a result of the proposed variations, while the variations will allow the Willow Wood School to remain in the Village and to continue providing a service to residents, thereby maintaining the appeal of the Village as a desirable place for families to live; and

WHEREAS, there is no evidence that congestion in the public streets will increase, because the area streets are not operating at traffic capacity and any increase of traffic from the Church will be a relatively insignificant portion of the total; and

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

SECTION 1: That the Village Council hereby adopts the foregoing preambles to this ordinance as its findings.

SECTION 2: That, subject to the terms and conditions set forth in this ordinance, the following variations from the provisions of Section 22.05A of the Winnetka Zoning Ordinance, Chapter 22 of the Winnetka Village Code are hereby granted to Christ Church for that portion of the Subject Property commonly known as 458-470 Maple Avenue (PIN 05-21-115-006): (a) a variation

from the intensity of use of lot (roofed lot coverage) limitations of Section 22.05A(f), to allow the construction of a storage shed with an area of 144 square feet, requiring an increase in the existing non-conforming roofed lot coverage from 15,072 square feet to 15,216 square feet, requiring a variation of 1,060.25 square feet (7.49%) from the maximum allowable roofed lot coverage of 14,155.75 square feet; (b) a variation from the maximum building size (gross floor area) limitations of Section 22.05A(g) of the Winnetka Zoning Ordinance, to allow the storage shed, requiring an increase in the legally existing non-conforming gross floor area by 144 square feet from 46,247 square feet to 46,391 square feet, requiring a variation of 33,367 square feet (256.21%) from the maximum allowable gross floor area of the 13,023.29 square feet; (c) a variation from the front setback requirements of Section 22.05A(h) to allow a sandbox with an area of approximately 125 square feet to be placed at the north end of the play area with a north front setback of 19.285 feet, requiring a variation of 10.72 feet (35.7%) from the minimum front yard requirement of 30 feet; and (d) for a variation from the side yard setback requirements of Section 22.05A(i) to allow the proposed sandbox to be placed on the west side yard with a set-back of 2.17 feet, requiring a variation of 3.83 feet (63.8%) from the minimum required side yard setback of six feet.

SECTION 3: That, subject to the terms and conditions set forth in this ordinance, a special use permit is hereby granted under Sections 22.05A(b) and 22.13 of the Winnetka Zoning Ordinance to allow a pre-school as an additional special use in the Christ Church chapel-parish house building located on that portion of the Subject Property which is commonly known as 454-470 Maple Street (PIN 05-21-115-006) and is located in the A-5 (One-Fourth Acre) Single Family Residential Zoning District; and that a special use permit is hereby granted under Sections 22.13 and 22.08(b) of the

Winnetka Zoning Ordinance to that portion of the Subject Property which is commonly known as 700 Oak Street (PIN 05-21-115-012) and is located in the B-1 Multi-Family Residential Zoning District, to allow the applicant's parking lot at 700 Oak Street to be a primary use to serve the adjoining church property at 454-470 Maple Street.

SECTION 4: That the variations and special use permits hereby granted are conditioned upon the improvements to the Subject Property being made in accordance with the plans submitted with the application for said variations and special uses.

SECTION 5: That the variations and special use permits hereby granted are further conditioned upon the commencement of the proposed work described in the applications for said variations and special uses, within twelve (12) months after the effective date of this ordinance.

SECTION 6: In the event that any provision of this ordinance conflicts with any other ordinance of the Village, the provisions of this ordinance shall prevail.

SECTION 7: That this Ordinance shall be in full force and effect from and after its passage, approval, and posting.

Passed and approved this 18th day of November, 1997.

AYES: Trustees Lanphier, Lien, Darning, Duhl, and Hilton

NAYS: None

ABSENT: Trustee Meuer

Signed:


Village President

Countersigned:

[REDACTED]

Village Clerk

Introduced November 4, 1997

Posted November 5, 1997

Passed and Approved November 18, 1997

Posted November 19, 1997

F:\RMC\JWINN\OrdMM-507-97cc Pre-School.wpd

November 12, 1997

- 11 -

M-507-97

ATTACHMENT E

From: [REDACTED]
To: [Planning](#)
Subject: Case NO. 21-32-SU
Date: Saturday, September 25, 2021 1:18:00 PM

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

Dear ZBA,

My wife and I live across the street and we have no objection to the application.
Thank you for your work on behalf of our community.

Peter and Hilary Tyor
711 Oak Street, APT 308

ATTACHMENT 3

Minutes adopted 11.08.2021

WINNETKA ZONING BOARD OF APPEALS EXCERPT OF MEETING MINUTES OCTOBER 11, 2021

Zoning Board Members Present:

Matt Bradley, Chairman
Kate Casale MacNally
Kimberly Handler
Lynn Hanley
Todd Vender
Max Weigandt

Zoning Board Members Absent:

Mike Nielsen

Village Staff:

David Schoon, Director of Community Development
Ann Klaassen, Senior Planner

Village Attorney:

Ben Schuster

Case No. 21-32-SU: 470 Maple Street – Christ Church Winnetka: An application submitted by Myefski Architects, on behalf of Christ Church Winnetka, seeking approval of an amendment to an existing special use permit, which allowed a pre-school as an additional special use in the Christ Church chapel-parish house and a zoning variation to allow a one-story vestibule addition to the existing church building. The requested zoning variation would permit the improvements to exceed the maximum permitted building size. The Village Council has final jurisdiction on this request.

Ms. Casale MacNally informed the Board of her affiliation with the applicant. Ms. Klaassen described Christ Church's request to amend the special use permit and for zoning variation to allow the construction of a one-story vestibule addition located on the east side of the existing building for accessibility. She then identified the site's location, zoning classification and the list of uses allowed as special uses in single family residential districts. Ms. Klaassen then described the church's facilities and noted there was one previous zoning case for the property to allow the preschool, shed and playground improvements. She noted since institutional uses are allowed uses in single family residential districts, they are required to comply with single family residential zoning requirements and often far exceed permitted square footage and lot coverage requirements. Ms. Klaassen then identified the components in the proposed addition which include a lift and stairs which would be replaced along with interior remodeling of the building. She then referred to renderings of the proposed addition and noted the building's use would not change.

Ms. Klaassen stated the Plan Commission would consider the special use permit at their October 27, 2021 meeting and the DRB would consider a Certificate of Appropriateness at its meeting on October 21, 2021. She noted one email was received from the public and it was included in the agenda packet. Ms. Klaassen then stated a draft motion is included on page nos. 8 and 9 and asked if there were any questions.

Chairman Bradley also asked if there were any questions. No questions were raised at this time. Chairman Bradley then swore in those speaking to this matter. John Myefski of Myefski Architects introduced himself to the Board. Mr. Myefski stated the request is part of the church's attempt to reinvigorate this portion of the church and described the upper two floors which he commented are far ahead of the rest of the church with regard to its design improvements. He stated when the church was built in 1930, which

1 was a time there was no concern with regard to accessibility and then described the different remedies
2 they considered to find a solution to the accessibility issues. He also stated the front stairs would be rebuilt
3 to meet code standards. Mr. Myefski then referred to illustrations of the areas affected by the proposed
4 addition and the stair remodel. He also identified the existing condition and the portions of the facility
5 which would be brought up to code requirements.

6
7 Mr. Myefski then referred to renderings of the front of the church and the proposed addition which would
8 result in solving two problems at once. He identified the windows and materials to be used including stone
9 work to match the existing building. Mr. Myefski noted the accessibility issue would run with the property
10 in terms of the standards and then asked if there were any questions.

11
12 Ms. Casale MacNally asked if the stair area would be expanded and Mr. Myefski confirmed that is correct
13 noting it would almost triple in size. He stated the landscaping around the area would also be rejuvenated.
14 Ms. Casale MacNally asked what the project's timeline is. Mr. Myefski responded they planned to begin
15 in April 2022 and be done by August 2022. Mr. Vender asked if the second entry is ADA compliant. Mr.
16 Myefski confirmed that is correct. Chairman Bradley asked if the roof would have any access and Mr.
17 Myefski described how the roof would be constructed. Chairman Bradley then asked if the lift would
18 accommodate one wheelchair at a time. Mr. Myefski responded it would be large enough for one
19 wheelchair and one person to assist. He added the work on the addition and stairs would be done at the
20 same time.

21
22 Chairman Bradley then asked if there were any questions from the audience. No comments were made
23 at this time. Chairman Bradley then called the matter in for discussion. Mr. Vender stated the project
24 made a lot of sense and he felt comfortable with the project's direction. Ms. Handler agreed with Mr.
25 Vender's comments and stated the request met the standards and she is in support of the request. Ms.
26 Casale MacNally agreed with the comments made and commended the applicant's attempt to match the
27 existing materials. Chairman Bradley stated he is also in favor of the request and asked for a motion. He
28 then referred to the zoning and special use standards.

29
30 Ms. Casale MacNally moved to recommend approval of the request as indicated on pages 8 and 9 of the
31 staff report; Ms. Hanley seconded the motion. A vote was taken and the motion unanimously passed, 6
32 to 0:

33 AYES: Bradley, Casale MacNally, Handler, Hanley, Vender, Weigandt

34 NAYS: None

35
36 ***

ATTACHMENT 4

**Winnetka Design Review Board/Sign Board of Appeals
Excerpt of Meeting Minutes
October 21, 2021**

Members Present:

Kirk Albinson, Chairman
Paul Konstant
Maggie Meiners
Katie Moor

Members Absent:

Michael Klaskin
Michael Ritter

Village Staff:

David Schoon, Director of Community Development
Christopher Marx, Associate Planner

Case No. 21-32-SU: 470 Maple Street – Christ Church Winnetka: Certificate of Appropriateness to allow construction of a one story vestibule addition to the existing church building at 470 Maple Street.

Mr. Schoon referred to the PowerPoint presentation to be used by the applicant. John Myefski and Mike Karkowski of Myefski Architects introduced themselves to the Board. Mr. Myefski stated the church wants to rehabilitate the facility and turn it into a community facility which would be done in three phases. He noted the first phase would bring the building up to ADA requirements and identified the project's location. Mr. Myefski stated the stairs would be replaced in an ADA compliant manner and referred to the great hall describing how the uncovered stairs would be covered as well as an elevator installation with a lift in a location he identified in the courtyard.

He then identified the existing façade which would not be affected and explained the reasoning for the elevator installation's placement. He also identified the building's features and materials to be used which would match the existing building and asked if there were any questions.

Chairman Albinson also asked if there were any questions from the Board or the audience. No questions were raised at this time. He then asked for a motion.

A motion to issue a Certificate of Appropriateness to approve the request as presented was made by Mr. Konstant and seconded by Ms. Meiners. A vote was taken and the motion unanimously passed, 4 to 0:

AYES: Albinson, Konstant, Meiners, Moor

NAYS: None

ATTACHMENT 5

From: [REDACTED]
To: [Planning](#)
Subject: Christ Church
Date: Tuesday, November 2, 2021 1:31:51 PM

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

The church was nice to send plans to my house illustrating an accessible front entrance on Maple St. Based on the considerable care the church took to restore this building many years ago, and the outstanding choice of John Myefski as architect, I have no concerns about this project. The internal configuration of the building is impossible for wheelchair access, and I can see the necessity of this alteration.

I hope they will be very careful matching the exterior stone for texture and color, but I know they will.

Good luck to everyone!

All the best, Nan Greenough



Agenda Item Executive Summary

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

Presenter: David Schoon, Community Development Director

Agenda Date: 11/16/21

Consent: ☐ YES ☒ NO

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

Item History:

None.

Executive Summary:

On November 16, the Village Council is scheduled to consider Resolution No. R-91-2021, a resolution approving a final plat of consolidation for 644 Pine Lane (the "Subject Property") in response to an application submitted by Douglas Minahan, as Trustee of the Douglas Minahan Trust dated June 25, 2020 and Jessica Ann Minahan, as Trustee of the Jessica Ann Minahan Trust dated June 25, 2020 (collectively, the "Applicant"), as the owner of the Subject Property. The Subject Property currently consists of two lots; Lot 1 contains an existing single-family residence, a coach house, and a detached garage, and Lot 2 is a vacant lot. The Applicant is seeking Final Subdivision Plat approval to consolidate the existing two lots into a single lot of record, together with the following relief:

1. A finding of "No Material Increased Adverse Impact" for the existing coach house at 644 Pine Lane (Proposed Lot 1), which observes a side yard setback from the north property line of 1.44 feet, versus the required minimum side yard setback of 12 feet.

If approved, the Applicant will demolish the residence and detached garage on Lot 1 and consolidate the two parcels into a single buildable lot measuring approximately 2.4 acres. The Applicant intends to maintain the existing coach house on Lot 1 and build a new single-family residence, pool, and pond on the consolidated lot. The Applicant plans to build on what is currently Lot 1 and and utilize the existing vacant lot (Lot 2) as a backyard and to provide stormwater detention for the proposed improvements.

The proposed subdivision complies with the Zoning Ordinance and no zoning nonconformities are created with respect to required setbacks or allowable building size. Therefore, the proposed subdivision does not require any zoning relief.

ADVISORY BOARD/COMMISSION REVIEW

The Plan Commission (PC) considered the request on October 27, 2021. After hearing from the Applicant, the PC briefly discussed the request. Commissioners commented that the proposed consolidation would benefit the neighborhood by preventing another new residence in the immediate area and thus reducing the amount of potential additional impermeable lot coverage associated with construction of a new residence. The Commission found (1) that the proposed consolidation meets the Subdivision Code standards for approving a final plat; (2) a finding of "No Material Increased Adverse Impact upon the public health safety or welfare" with respect to the existing zoning nonconformity for the existing coach house; and (3) that the proposed consolidation is consistent with the Comprehensive Plan's Land Use map designation of the Subject Property as appropriate for "single family residential" development and consistent with the objectives of Chapter II of the Comprehensive Plan, and the PC recommended, by a vote of 7-0, approval of the request subject to the following conditions:

Executive Summary (continued):

1. In a format acceptable to the Village Water & Electric Department and the Village Attorney, a utility easement shall be provided for an existing water main and existing transformer along the southeast portion of Lot 1; and
2. Final review and approval of the plat by the Village Attorney prior to recordation of the plat.

A permanent utility easement agreement has been drafted by the Village Attorney and is included as Exhibit C in Resolution No. R-91-2021 (Attachment 1). The Applicant has agreed to the easement and is currently in the process of obtaining the necessary signatures on the easement agreement.

Minutes of the PC meeting are not yet available. Staff would note that no written or verbal public comments were received on this subdivision application.

The Landmark Preservation Commission (LPC) considered the demolition application for the residence at 644 Pine Lane on September 21, 2020. After hearing from the Applicant, and no members of the public, by a vote of 7-0, the LPC required the Applicant to submit a Historical Architectural Impact Study (HAIS). The LPC found based on the fact the home was designed by the firm Clark and Walcott, headed by partners Edwin Clark and Russell Walcott, prominent architects of the early twentieth century on the North Shore, that the home has sufficient architectural merit to warrant an HAIS prior to issuance of the demolition permit. On November 2, 2020, the LPC considered the HAIS submitted by the Applicant. After hearing from the Applicant and one member of the public, by a vote of 5-0, the LPC found, based on the findings in the HAIS, that the proposed demolition will result in the loss of a building that is of historic and architectural significance and issued the maximum delay of 60 days on the issuance of the demolition permit. The delay expired on January 1, 2021. It is important to note that this demolition permit was submitted and considered by the LPC prior to the Village Council's discussion and eventual adoption of Village Code amendments to further encourage the preservation of significant homes and increase in the demolition delay of a significant home up to 270 days.

Since submittal of the subdivision application, the Applicant has also submitted the necessary building permits to construct a new residence, pool, and pond. The permits are still under review and pending approval of the proposed consolidation.

Details of the request can be found in the attached staff report to the PC from the October 27th PC meeting. If you would like additional details please reference this report, which is included as Attachment 2.

Recommendation:

Consider adoption of Resolution No. R-91-2021, a Resolution Approving a Final Plat of Subdivision to consolidate 644 Pine Lane into a single lot of record.

Attachments:

1. Resolution No. R-91-2021, a Resolution Approving a Final Plat of Subdivision (644 Pine Lane)
2. October 21, 2021 PC Staff Report and Attachments

ATTACHMENT 1

RESOLUTION NO. R-91-2021

A RESOLUTION APPROVING A FINAL PLAT OF SUBDIVISION (644 PINE LANE)

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

WHEREAS, Douglas Minahan, as Trustee of the Douglas Minahan Trust dated June 25, 2020 and Jessica Ann Minahan, as Trustee of the Jessica Ann Minahan Trust dated June 25, 2020 (collectively, "**Owner**") are the record title owners of the two lots on the property commonly known as 644 Pine Lane ("**Property**"), which Property is legally described in **Exhibit A** attached to and, by this reference, made a part of this Resolution; and

WHEREAS, the Property is located within the R-2 Single-Family Residential Zoning District ("**R-2 District**"); and

WHEREAS, on September 13, 2021, the Owner submitted an application to the Village for approval of a proposed final plat of subdivision for the Property ("**Final Plat**"), which is attached to and, by this reference, made a part of this Resolution as **Exhibit B**; and

WHEREAS, the Final Plat proposes to consolidate the Property into a single lot of record; and

WHEREAS, the Property is currently improved with a single family residence and a coach house ("**Coach House**"), which Coach House is a nonconforming structure; and

WHEREAS, on October 27, 2021, after due notice thereof, the Winnetka Plan Commission held a meeting on the proposed Final Plat; and

WHEREAS, on October 27, 2021, the Plan Commission voted, by a vote of 7-0, to recommend that the Village Council approve the Final Plat; and

WHEREAS, as part of its determining to recommend approval of the Final Plat, the Plan Commission determined that maintaining the Coach House on the Property had no material increased adverse impact; and

WHEREAS, the Village Council has determined that it is in the best interest of the Village to approve the Final Plat;

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

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

SECTION 2: APPROVAL OF FINAL PLAT. Pursuant to Sections 16.04.030 and 16.08.010 of the “Winnetka Village Code,” as amended, and the Village’s home rule authority, the Village Council hereby approves the Final Plat, prepared by B.H. Suhr & Company, Inc., and consisting of one sheet, with a latest revision date of October 22, 2021, in substantially the same form attached to and, by this reference, made a part of this Ordinance as **Exhibit B**.

SECTION 3: EXECUTION OF FINAL PLAT. The Village Council hereby authorizes and directs the Village President and the Village Clerk to execute and attest, on behalf of the Village, the Final Plat in substantially the form attached as Exhibit B.

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

SECTION 5: EFFECTIVE DATE.

A. This Resolution will be in full force and effect 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;
3. The filing by the Owner of a fully executed Utility Easement Agreement, in substantially the form of **Exhibit C** attached to and, by this reference, made a part of this Resolution, and the recording to the Utility Easement Agreement by the Village;
4. Recordation of all exhibits as the Village Clerk deems appropriate for recordation with the office of the Recorder of Cook County.

B. In the event that the Owner does not file a fully executed copy of the agreement as required by Section 5.A.3, as required by Section 5.A 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 the approval granted in Section 2 of this Resolution null and void and of no force or effect.

[SIGNATURE PAGE FOLLOWS]

ADOPTED this 16th day of November, 2021, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

Signed:

Village President

Countersigned:

Village Clerk

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTIES

LOTS 1 AND 2 OF THE HAROLD NUTTING SUBDIVISION OF PART OF THE SOUTH HALF OF THE SOUTHWEST ¼ OF SECTION 17, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 15, 1961, AS DOCUMENT 18247865 AND CORRECTED BY PLAT RECORDED DECEMBER 5, 1961 AS DOCUMENT 18347583, IN COOK COUNTY, ILLINOIS.

Commonly Known as 644 Pine Lane, Winnetka, IL

Permanent Real Estate Index No. 05-17-312-048-0000 and 05-17-312-049-0000

EXHIBIT B

FINAL PLAT

(SEE ATTACHED EXHIBIT B)

EXHIBIT C
UTILITY EASEMENT AGREEMENT
(SEE ATTACHED EXHIBIT C)

EXHIBIT C

**PREPARED BY AND AFTER
RECORDING RETURN TO:**

Benjamin L. Schuster
Elrod Friedman LLP
325 N. LaSalle Street, Suite 450
Chicago, IL 60654

For Recorder's Use Only

PERMANENT UTILITY EASEMENT AGREEMENT
(644 Pine Lane)

THIS AGREEMENT is dated as of this ____ day of November, 2021, by and between the VILLAGE OF WINNETKA, an Illinois home rule municipal corporation (the “Village”), and Douglas Minahan, as Trustee of the Douglas Minahan Trust dated June 25, 2020 and Jessica Ann Minahan, as Trustee of the Jessica Ann Minahan Trust dated June 25, 2020, the record owner of the real property commonly known as 644 Pine Line, Winnetka, Illinois (the “Owner”).

IN CONSIDERATION OF the mutual covenants and agreements set forth herein and pursuant to the Village's home rule powers, the parties hereto agree as follows:

1. **BACKGROUND.**

A. The Owner is the owner of certain real estate commonly known as 644 Pine Lane, Village of Winnetka, County of Cook, State of Illinois, which real estate is legally described in Exhibit A, attached to, and by this reference made a part of, this Agreement (the “Subject Property”).

B. The Owner and the Village have determined that it is in their respective best interests to enter into this Agreement in order to provide the Village with a sufficient property interest in the Subject Property to fulfill the purposes described herein.

2. **GRANT AND USE OF EASEMENT.** The Owner grants, conveys, warrants, and dedicates to the Village a perpetual easement in, at, over, along, across, through, upon, and under that portion of the Subject Property described in Exhibit B attached to, and by this reference made a part of, this Agreement (the “Easement Premises”), and labeled “Utility Easement” in the depiction in Exhibit C attached to, and by this reference made a part of, this Agreement (the “Easement Premises”), to survey, construct, operate, use, maintain, own, test, inspect, repair, remove, and replace or abandon in place (collectively the “Installation”) Village utilities, including, without limitation, electric lines, transformers, watermain, stormwater utilities, and any appurtenances thereto (the “Facilities”), together with all reasonable rights of ingress and egress over, along, across, and upon the Subject Property necessary for the exercise of the rights granted herein.

3. **HOLD HARMLESS.** The Village agrees to hold the Owner harmless from all claims, causes of action, suits, damages, or demands that arise directly from the Installation of the Facilities on the Easement Premises.

5. **RESERVED RIGHT.** The Owner reserves the right to use the Easement Premises in any manner that will not prevent or interfere in any way with the exercise by the Village of the rights granted herein; provided, however, that the Owner shall not permanently or temporarily improve or obstruct the Easement Premises or cause any improvements or obstructions to be constructed on the Easement Premises that would impair the exercise by the Village of the rights granted herein without the express prior written consent of the Village Manager.

6. **ADDITIONAL EASEMENTS.** The Owner shall have the right to grant other non-exclusive easements over, along, across or upon the Easement Premises; provided, however, that any such other easements shall be subject to this Agreement and the rights granted hereby; and provided further, that the Village Manager shall have first consented in writing to the terms, nature, and location of any such other easements.

7. **VILLAGE RESTORATION.** Upon completion of any Installation, the Village agrees to (a) replace and grade any and all topsoil removed by the Village; and (b) replace any and all natural grass removed by seeding with a good quality seed.

8. **COVENANTS RUNNING WITH THE LAND.** The easements and rights granted in this Agreement, the restrictions imposed by this Agreement, and

the agreements and covenants contained in this Agreement shall be easements, rights, restrictions, agreements and covenants running with the land, shall be recorded against the Subject Property and shall be binding upon and inure to the benefit of the Owner and the Village and their respective heirs, executors, administrators, successors, assigns, agents, licensees, invitees, and representatives, including, without limitation, all subsequent owners of the Subject Property, or any portion thereof, and all persons claiming under them. If any of the easements, rights, restrictions, agreements or covenants created by this Agreement would otherwise be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provision, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then such easements, rights, restrictions, agreements or covenants shall continue only until 21 years after the death of the last survivor of the now living lawful descendants of the current Governor of the State of Illinois.

9. **ASSIGNMENT OF RIGHTS.** The Owner agrees that the Village may assign its rights or delegate its duties under this Agreement to any assignee: (a) who is reasonably competent to exercise the rights granted herein and the obligations imposed herein; and (b) who makes adequate assurances to the Owner that any activity performed pursuant to such assignment or delegation shall be conducted in a good and workmanlike manner.

10. **AMENDMENT.** This Agreement may be modified, amended, or annulled only by the written agreement of the Owner and the Village.

11. **EXHIBITS**. Exhibits A, B, and C attached to this Agreement are incorporated herein and made a part hereof by this reference.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the date first above written.

ATTEST:

Douglas Minahan, as Trustee of the
Douglas Minahan Trust dated June 25,
2020

By:_____

ATTEST:

Jessica Ann Minahan, as Trustee of the
Jessica Ann Minahan Trust dated June
25, 2020

By:_____

ATTEST:

VILLAGE OF WINNETKA

By:_____

Robert Bahan
Village Manager

By:_____

Kristin Kazenas
Deputy Village Clerk

ACKNOWLEDGEMENTS

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

This instrument was acknowledged before me on _____, 2021, by Robert Bahan, the Village Manager of the Village of Winnetka, an Illinois municipal corporation, and by Kristin Kazenas, the Deputy Village Clerk of said municipal corporation.

Signature of Notary

SEAL

My Commission expires:_____

PROPERTY OWNER

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

This instrument was acknowledged before me on _____, 2021, by Douglas Minahan and Jessica Ann Minahan, known to me to be the person whose name is subscribed to the foregoing instrument and who did acknowledge that he executed the above instrument, duly authorized, voluntarily and as (his) free act and deed.

Signature of Notary

SEAL

My Commission expires:_____

EXHIBIT A

Legal Description of the Subject Property

LOTS 1 AND 2 OF THE HAROLD NUTTING SUBDIVISION OF PART OF THE SOUTH HALF OF THE SOUTHWEST $\frac{1}{4}$ OF SECTION 17, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 15, 1961, AS DOCUMENT 18247865 AND CORRECTED BY PLAT RECORDED DECEMBER 5, 1961 AS DOCUMENT 18347583, IN COOK COUNTY, ILLINOIS.

Commonly Known as 644 Pine Lane, Winnetka, IL

Permanent Real Estate Index No. 05-17-312-048-0000 and 05-17-312-049-0000_

EXHIBIT B

Legal Description of Easement Premises

EASEMENT A (AT SOUTHEAST CORNER OF LOT 1)

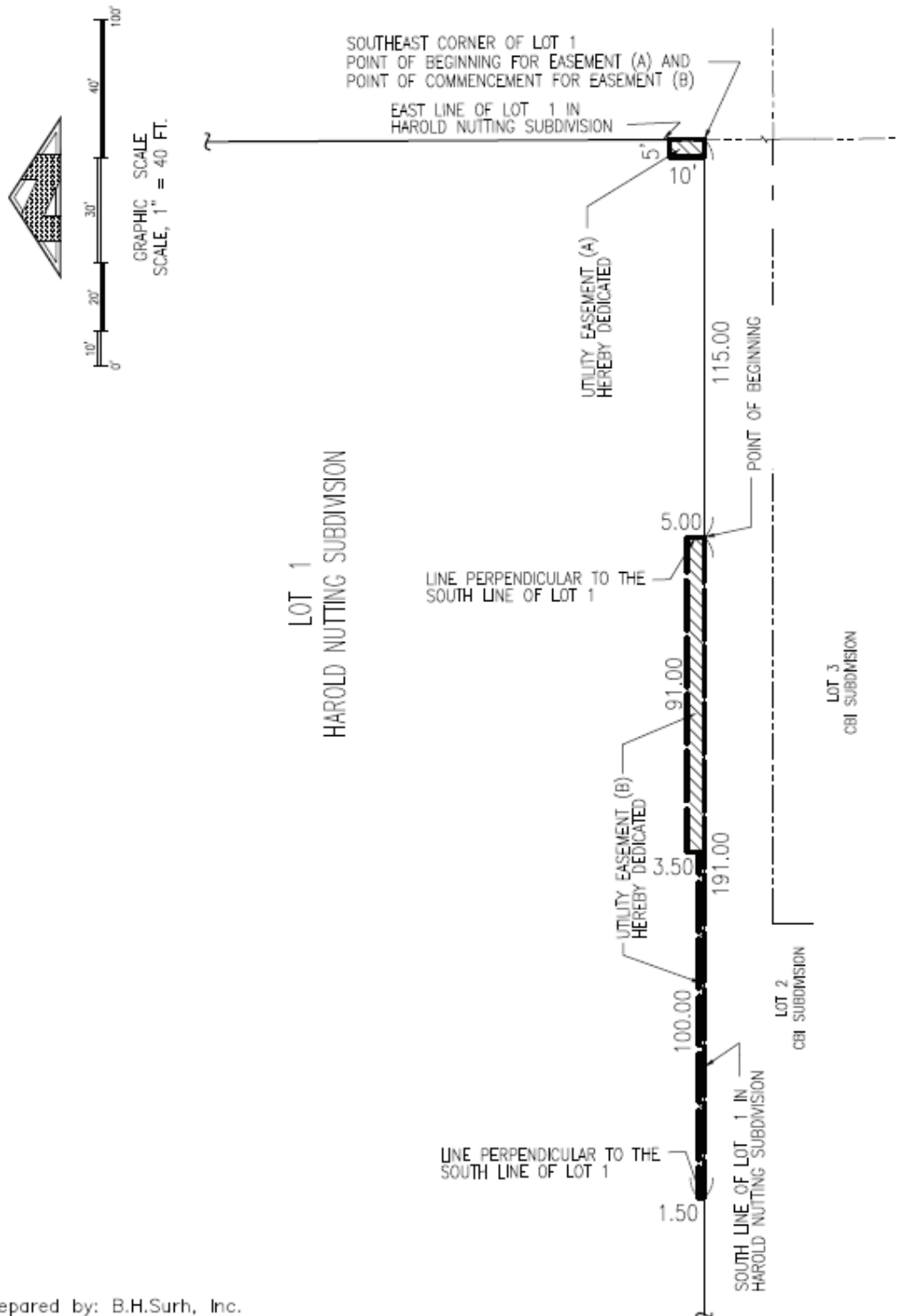
ALL THAT PART OF LOT 1 IN THE HAROLD NUTTING SUBDIVISION OF PART OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 1; THENCE NORTH ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 10.00 FEET; THENCE WEST ALONG A LINE 10 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 5.00 FEET; THENCE SOUTH ALONG A LINE 5 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID LOT 1, A DISTANCE OF 10.00 FEET TO THE SOUTH LINE OF LOT 1; THENCE EAST ALONG THE SOUTH LINE OF LOT 1, A DISTANCE OF 5 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

EASEMENT B (ALONG THE SOUTH LINE OF LOT 1)

ALL THAT PART OF LOT 1 IN THE HAROLD NUTTING SUBDIVISION OF PART OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 1; THENCE WEST ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 115.00 FEET TO THE POINT OF BEGINNING FOR THE EASEMENT HEREINAFTER DESCRIBED; THENCE NORTH ALONG A LINE PERPENDICULAR TO THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 5.00 FEET; THENCE WEST ALONG A LINE 5 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 91 FEET; THENCE SOUTH ALONG A LINE PERPENDICULAR TO THE SOUTH LINE OF LOT 1, A DISTANCE OF 3.50 FEET TO A LINE 1.50 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID LOT 1; THENCE WEST ALONG SAID LINE 1.50 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF LOT 1, A DISTANCE OF 100.00 FEET; THENCE SOUTH ALONG A LINE PERPENDICULAR TO THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 1.50 FEET TO THE SOUTH LINE OF LOT 1; THENCE EAST ALONG THE SOUTH LINE OF LOT 1 A DISTANCE OF 191.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

EXHIBIT C

Depiction of the Easement Premises



Prepared by: B.H.Surh, Inc.
Order No: 20-185
11/3/2021



MEMORANDUM VILLAGE OF WINNETKA

COMMUNITY DEVELOPMENT DEPARTMENT

TO: PLAN COMMISSION
FROM: ANN KLAASSEN, SENIOR PLANNER
DATE: OCTOBER 21, 2021
SUBJECT: 644 PINE LANE – FINAL PLAT APPROVAL – BLOCK’S CONSOLIDATION
(CASE NO. 21-33-SD)

INTRODUCTION

On October 27, 2021, the Plan Commission is scheduled to hold a public hearing on an application submitted by Doug Minahan (the “Applicant”), as the owner of the properties located at 644 Pine Lane (the “Subject Property”). The Subject Property currently consists of two lots; Lot 1 contains an existing single-family residence, a coach house, and a detached garage, and Lot 2 is a vacant lot. The Applicant has filed an application seeking Final Subdivision Plat approval to consolidate the existing two lots into a single lot of record, together with the following relief:

1. A finding of “No Material Increased Adverse Impact” for the existing coach house at 644 Pine Lane (Proposed Lot 1), which observes a nonconforming north side yard setback; and
2. Any other subdivision and zoning relief necessary for the Final Plat approval.

The Plan Commission is charged with making a recommendation to the Village Council regarding the consolidation, including the requested relief described above. The Applicant has also submitted a demolition application for the existing residence at 644 Pine Lane. The Landmark Preservation Commission (LPC) considered the demolition application on September 21, 2020. More details regarding the LPC’s review is discussed later in this report.

A mailed notice has been sent to property owners within 250 feet in compliance with the Subdivision Code. The hearing was also noticed in the *Winnetka Talk* on October 7, 2021. As of the date of this memo, staff has not received any written comments from the public regarding this application.

PROPERTY DESCRIPTION

The Subject Property is located at the north end of Pine Lane, between Hibbard and Ardsley Roads. The Subject Property is zoned R-2 Single Family Residential and currently consists of two buildable lots measuring 75,515 square feet (Lot 1) and 28,592 square feet (Lot 2). Lot 1 is improved with a single-family residence, a coach house, and a detached garage. Lot 2 was previously developed with a pool and pool house. Those structures were removed in 2021. The existing parcels are depicted in Figure 1 on the following page.

The Comprehensive Plan designates the Subject Property as appropriate for single family residential development. The current R-2 zoning is consistent with the Comprehensive Plan.

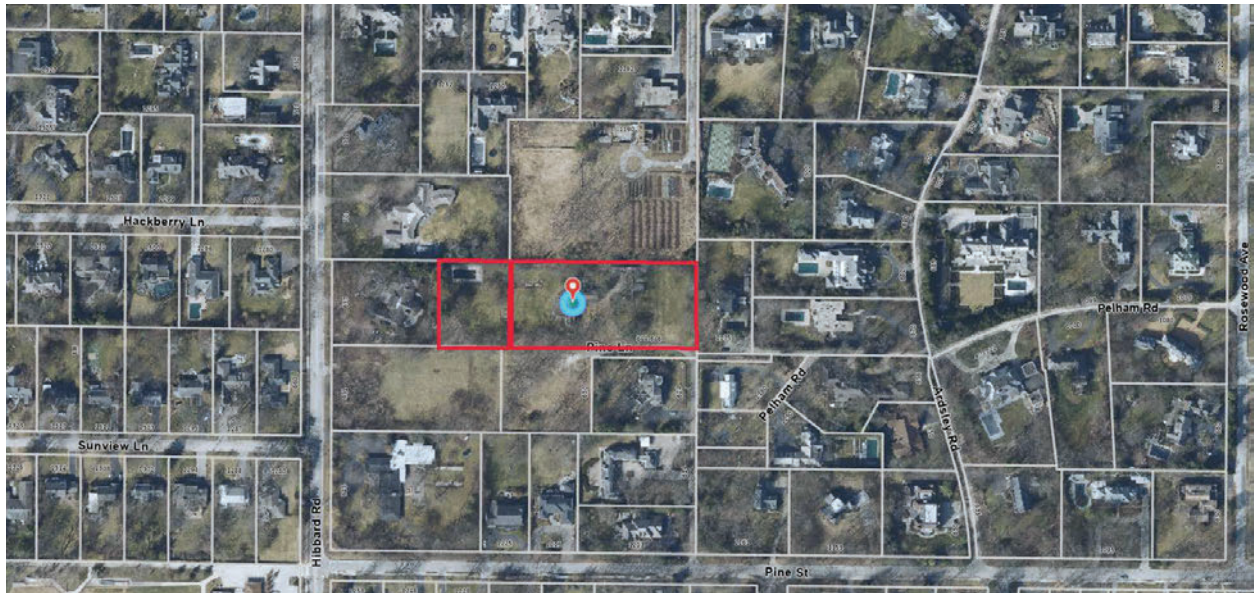


Figure 1 – Existing two lots

GENERAL DESCRIPTION OF PROPOSED PLAT OF CONSOLIDATION / RESUBDIVISION

The Applicant acquired the Subject Property in August 2020. If approved, the Applicant will demolish the residence and detached garage on Lot 1 and consolidate the two parcels into a single buildable lot measuring 104,107 square feet (2.39 acres). The Applicant intends to maintain the existing coach house on Lot 1 and build a new single-family residence, pool, and pond. As described in the Applicant's written explanation, which is provided in Attachment A, the Applicant intends to build on what is currently Lot 1 and utilize the existing vacant lot (Lot 2) as a backyard and to provide stormwater detention, for the proposed improvements. Plans for the proposed residence were submitted to the Village on October 4. Staff is in the process of reviewing the plans for compliance with the Zoning Ordinance and Village codes.

Currently, there is a 16-foot-wide easement for ingress/egress that provides Lot 2 access to Hibbard Road, across the property immediately west of Lot 2 (657 Hibbard Road). If the proposed consolidation is approved, the Applicant has stated he would work with the property owner to the east to vacate this easement.

An excerpt of the proposed *Block's Consolidation* plat is provided in Figure 4 on page 3.

As represented in Figures 2 and 3 on the following page, there are four other lots on the west side of Pine Lane that utilize the private lane. The lots east of Pine Lane do not have access to the private lane. The flag lot immediately south of the Subject Property, 630 Pine Lane, was vacant for a number of years and is now an active construction site for a new single-family residence. The property to the north of the Subject Property has street frontage on Westmoor Road.

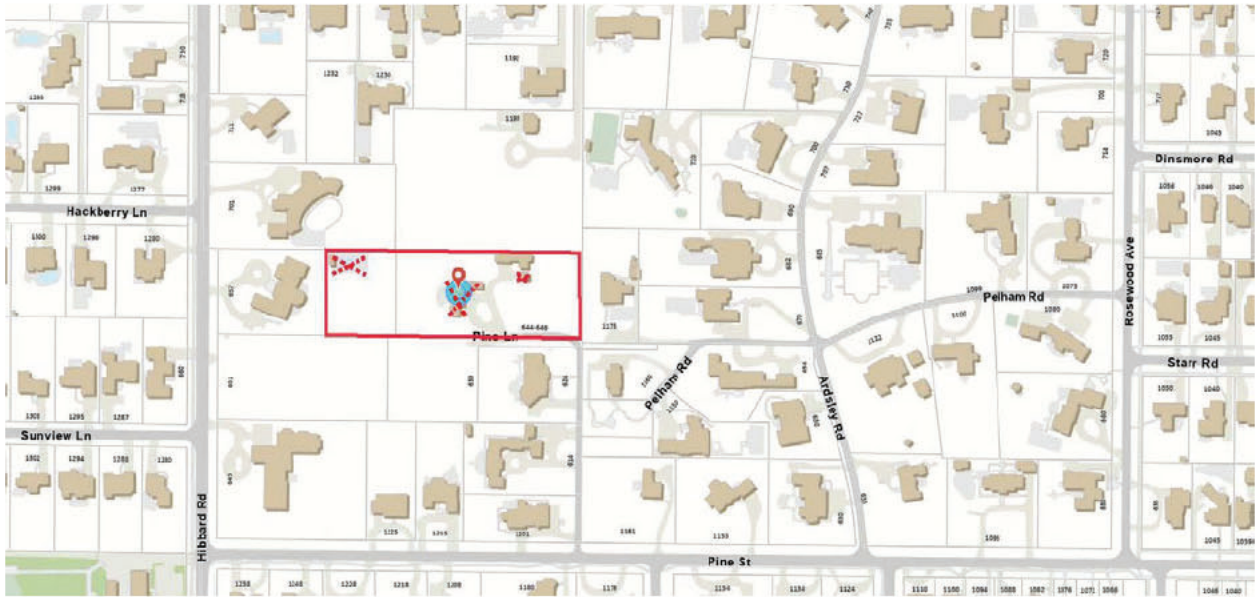


Figure 2 – Proposed subdivision (neighborhood map view)

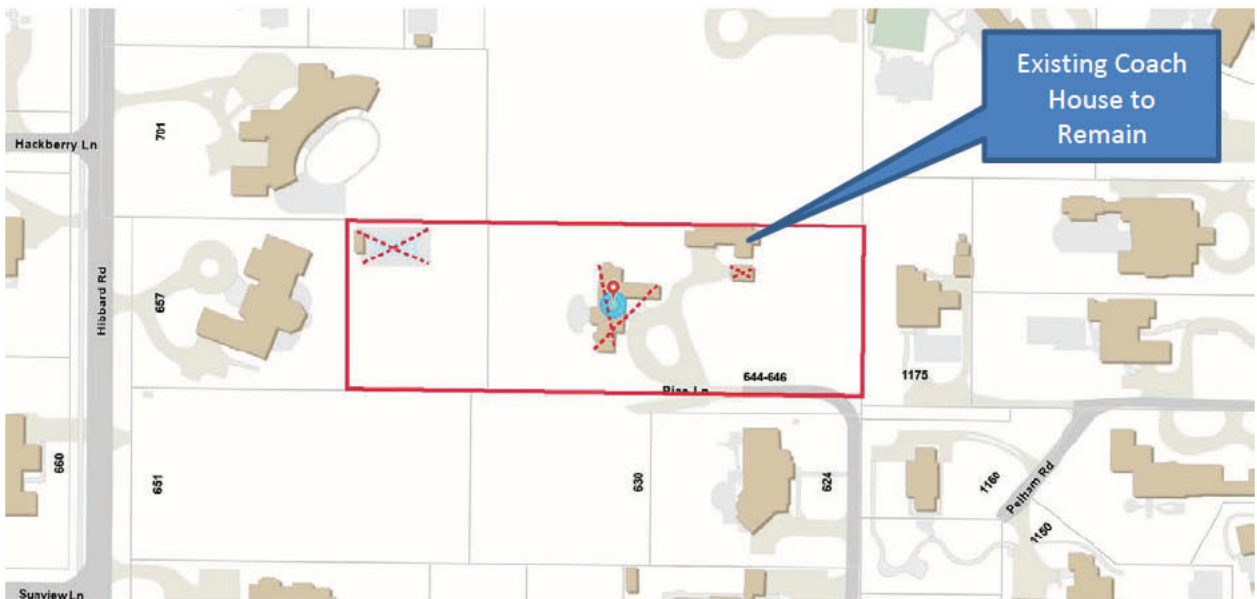


Figure 3 – Proposed subdivision (up-close map view)



Figure 4 – Excerpt of Proposed Block's Consolidation Plat

DESCRIPTION OF ZONING STANDARDS

The Subject Property is located in the R-2 Single Family Residential zoning district, which is one of five different single family residential zoning classifications in the Village. The R-2 zoning district provides for larger lots compared to most other residential zoning districts, with the R-2 zoning district's purpose statement describing the district as demonstrating a "small estate" character.

Residential Zoning Hierarchy

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

Surrounding Zoning

The Subject Property is surrounded by lots that are similarly zoned for larger lot sizes called for in the R-2 zoning district (minimum lot area of 24,000 square feet), as depicted in Figure 5 on the following page.

Table 1 Residential Zoning Hierarchy	R-1 ("estate" character)	R-2 ("small estate" character)	R-3 ("moderately intense" suburban character)	R-4 ("relatively intense" suburban character)	R-5 ("relatively intense" suburban character)
Minimum Lot Area	48,000 s.f.	24,000 s.f.	16,000 s.f.	12,600 s.f.	8,400 s.f.
Minimum Lot Width	150 ft.	100 ft.	75 ft.	60 ft.	60 ft.
Minimum Front Setback	50 ft.	50 ft.	40 ft.	30 ft.	30 ft.
Minimum Rear Setback	50 ft.	25 ft.	25 ft.	25 ft.	25 ft.

Table 1 – Residential Zoning Hierarchy

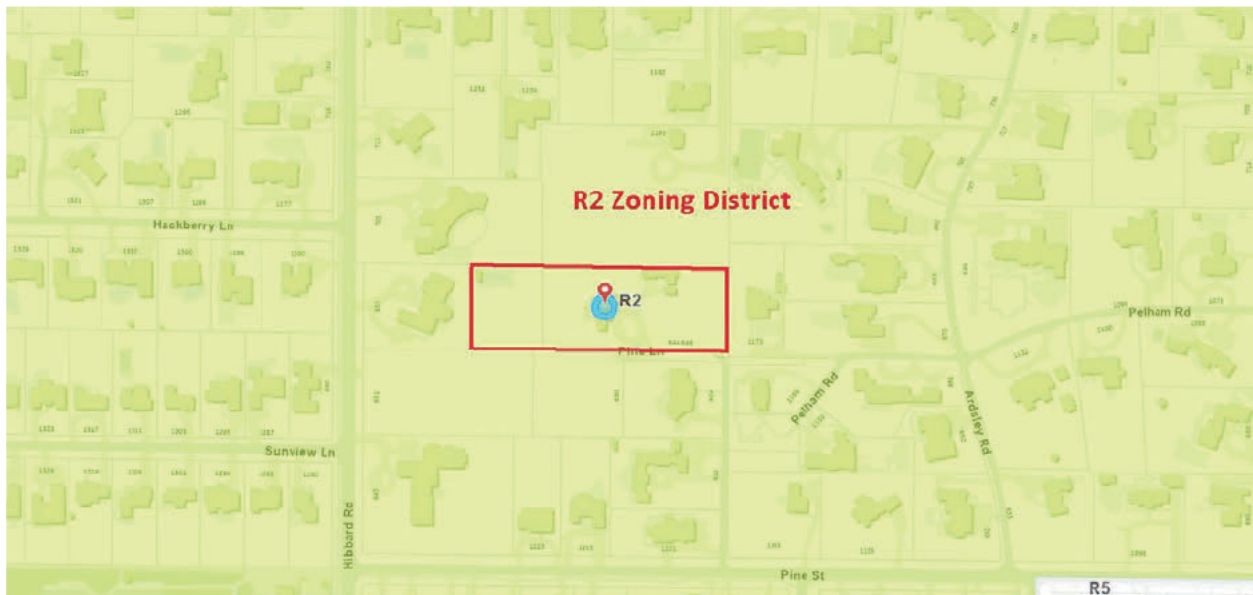


Figure 5 – Area Zoning Map

COMPLIANCE WITH ZONING STANDARDS – LOT SIZE AND DIMENSIONS

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

The proposed *Block's Consolidation* fully complies with minimum lot area, lot width and lot depth requirements as summarized in Table 2 below. It should be noted that the existing vacant lot (Lot 2) is nonconforming in two respects (1) minimum required lot depth, with an existing lot depth of 185.5 feet; and (2) minimum required width at the front street line, with no existing front street line as the lot has no street frontage and accesses Hibbard Road via a 16-foot easement for ingress/egress over an adjacent property. The proposed subdivision would eliminate one nonconforming lot and create a single conforming lot.

Table 2 R-2 Zoning Standards		Proposed Consolidated Lot	Existing Lot 1	Existing Lot 2 (vacant lot)
Minimum Interior Lot Area	24,000 square feet	104,107 sq. ft. COMPLIES	75,515 sq. ft. COMPLIES	28,592 sq. ft. COMPLIES
Minimum Average Lot Width	100 feet	185.5 feet COMPLIES	185.5 feet COMPLIES	153 feet COMPLIES
Minimum Width (at front street line)	20 feet	155 feet COMPLIES	155 feet COMPLIES	0 feet DOES NOT COMPLY
Minimum Lot Depth	200 feet	560 feet COMPLIES	407 feet COMPLIES	185.5 feet DOES NOT COMPLY

Table 2 – R-2 Zoning Standards

COMPLIANCE WITH ZONING STANDARDS – REQUIRED SETBACKS AND BUILDING SIZE

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

Staff evaluation of the proposed *Block's Consolidation* is summarized in Table 3 on page 7, indicating the extent to which the proposed consolidated lot complies with zoning standards. Table 3 is intended to clarify that **no zoning nonconformities are created with respect to required setbacks or allowable building size. The proposed subdivision does not require any zoning relief.**

COMPLIANCE WITH SUBDIVISION CODE STANDARDS

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

Pre-existing nonconformity (finding of No Material Increased Adverse Impact required) – Table 3 highlights (blue) one existing zoning nonconformity **that will remain** on the proposed Lot 1. The existing coach house at 644 Pine Lane has a nonconforming north side yard setback of 1.44 feet. Constructed in 1929, the coach house pre-dates the current Zoning Ordinance, which now requires a minimum side yard setback of 12 feet for accessory structures that are not located within the rear quarter of the lot. Pursuant to Section 16.12.010(D) of the Subdivision Code, in the instance of such nonconformities, the Plan Commission must consider the existence of such nonconformities, and “*shall determine whether such nonconformity, in the context of the proposed subdivision, would result in a material increased adverse impact upon the public health, safety or welfare.*”

In terms of conformance with the Comprehensive Plan, the following are objectives relevant to the proposed *Block's Consolidation*:

1. “Ensure that...residential development is appropriate to the character of and minimizes the adverse impact on its surrounding neighborhood.”
2. “Maintain the Village’s traditional dwelling density patterns by limiting the scale and density allowed in developments and renovations”
3. “Retain the character of existing residential neighborhoods. Assure that new construction and additions to existing houses respect the scale of neighboring houses, setbacks, open spaces, parkway trees and the pedestrian orientation of the neighborhoods.”

The Commission will want to consider if the proposed consolidation furthers the objectives of the Comprehensive Plan.

STORMWATER

The proposed subdivision consists of consolidating two lots into a single larger lot. As previously mentioned, the Applicant intends to demolish the existing residence at 644 Pine Lane and construct a

new single-family residence. The proposed construction is currently being evaluated by Village Engineering staff for compliance with the Village stormwater regulations.

Table 3 – Zoning Setback Requirements and Building Size Limitations		Proposed Consolidated Lot	Existing Lot (Lot 1 – existing residence to be torn down)	Existing Lot (Vacant Lot)
SETBACK REQUIREMENTS	Minimum Required Front Yard Setback	50 feet	50 feet	50 feet
	Minimum front yard provided by existing structures	112.53 feet	112.53 feet	N/A
	Minimum Required Side Yard	12 feet	12 feet	12 feet
	Minimum side yard provided by existing structures	1.44 feet EXISTING NONCONFORMITY	1.44 feet EXISTING NONCONFORMITY	N/A
	Minimum Total Required Side Yards	55.65 feet	55.65 feet	46.03 feet
	Total side yards provided by principal building	56.16 feet	92.18 feet	N/A
ALLOWABLE BUILDING SIZE	Maximum Allowed Gross Floor Area (GFA)	25,759.61 sq. ft.	19,183.45 sq. ft.	8,391.16 sq. ft.
	GFA provided or to be provided	14,710 sq. ft.	8,895.51 sq. ft.	N/A
	Maximum Allowed Roofed Lot Coverage (RLC) (25% of lot area)	26,026.75 sq. ft.	18,878.75 sq. ft.	7,148 sq. ft.
	RLC provided or to be provided	10,022 sq. ft.	6,107.18 sq. ft.	N/A
	Maximum Allowed Impermeable Lot Coverage (ILC) (50% of lot area)	52,053.5 sq. ft.	37,757.5 sq. ft.	14,296 sq. ft.
	ILC provided or to be provided	+/-27,000 sq. ft.	14,303 sq. ft.	N/A

Table 3 – Zoning Setback Requirements and Building Size Limitations

CONSIDERATION BY OTHER ADVISORY BOARDS/COMMISSIONS

The Landmark Preservation Commission (LPC) considered the demolition application for the residence at 644 Pine Lane on September 21, 2020. After hearing from the Applicant, and no members of the public, by a vote of 7-0, the LPC required the Applicant to submit a Historical Architectural Impact Study (HAIS). The LPC found based on the fact the home was designed by the firm Clark and Walcott, headed by partners Edwin Clark and Russell Walcott, prominent architects of the early twentieth century on the North Shore, that the home has sufficient architectural merit to warrant an HAIS prior to issuance of the demolition permit. Subsequently, on November 2, 2020, the LPC considered the HAIS submitted by the Applicant. After hearing from the Applicant and one member of the public, by a vote of 5-0, the LPC found, based on the findings in the HAIS, that the proposed demolition will result in the loss of a building that is of historic and architectural significance and issued the maximum delay of 60 days on the issuance of the demolition permit. The delay expired on January 1, 2021.

CURRENT CONSIDERATION BY PLAN COMMISSION

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

In addition to evaluating prescriptive standards of the zoning and subdivision code, consideration of Final Subdivision Plat approval also needs to consider the details of the final plat such as utility easements, final plat formatting and related matters.

The Village Water and Electric Department is requiring a utility easement for an existing water main and transformer pad along the south property line in the southeast corner of the Subject Property. The Applicant is currently working with the Water & Electric Department on the particulars of the utility easement.

The Village Forester has reviewed the proposed consolidation and the plans for the proposed residence and has noted there are several mature trees in good condition throughout the property. The Village Forester has approved the tree protection plan submitted by the Applicant that is required for the construction of the proposed residence.

RECOMMENDATION

Following conclusion of public comment and Commission discussion, the Commission may choose to consider the following motion:

The Plan Commission **finds [does not find]**

1. That the proposed Block's Consolidation Final Plat consolidating the two existing lots commonly known as 644 Pine Lane into a single Lot of Record **meets [does not meet]** the Subdivision Code standards for approving such final plat; and
2. A "*Finding of No Material Increased Adverse Impact upon the public health safety or welfare*" with respect to the following existing zoning nonconformity for the existing coach house on 644 Pine Lane (Lot 1):
 - a. The existing coach house observes a side yard setback from the north property line of 1.44 feet, versus the required minimum side yard setback of 12 feet.
3. The proposed subdivision **is [is not]** consistent with the Comprehensive Plan's Land Use Map designation of the Subject Property as appropriate for "single family residential" development and consistent with the following objectives of Chapter II of the Comprehensive Plan:
 - a. to "Ensure that...residential development is appropriate to the character of and minimizes the adverse impact on its surrounding neighborhood;"
 - b. to "Maintain the Village's traditional dwelling density patterns by limiting the scale and density allowed in developments and renovations;" and
 - c. to "Retain the character of existing residential neighborhoods. Assure that new construction and additions to existing houses respect the scale of neighboring houses, setbacks, open spaces, parkway trees and the pedestrian orientation of the neighborhoods."

Based upon these findings, the Plan Commission **recommends** **[does not recommend]** that the proposed Block's Consolidation be approved subject to the following conditions:

1. In a format acceptable to the Village Water & Electric Department and the Village Attorney, a utility easement shall be provided for an existing water main and existing transformer along the southeast portion of Lot 1;
2. Final review and approval of the plat by the Village Attorney prior to recordation of the plat.

ATTACHMENTS

Attachment A: Application Materials

Attachment B: Proposed Plat of Subdivision (Block's Consolidation)

VILLAGE OF WINNETKA, ILLINOIS
DEPARTMENT OF COMMUNITY DEVELOPMENT

SUBDIVISION/CONSOLIDATION APPLICATION

Case No. 21-33-SD

Property Information

Site Address: 644 Pine Lane

Parcel Identification Number(s) (PIN): 05-17-312-049-0000 and 05-17-312-048-0000

Property Owner Information

Name: Doug Minahan

Primary Contact: Doug Minahan

Address: [REDACTED]

City, State, Zip: Wilmette, IL, 60091

Phone No. [REDACTED]

Email: [REDACTED]

Date owner acquired property: 08/12/2020

Architect Information

Name: _____

Primary Contact: _____

Address: _____

City, State, ZIP: _____

Phone No. _____

Email: _____

Surveyor Information

Company Name: B.H. Suhr & Company

Primary Contact: Michael Farrell

Address: 450 Skokie Blvd. Suite 105

City, State, Zip: Northbrook, IL, 60092

Phone No. 847-864-6315

Email: surveyor@bhsuhr.com

Attorney Information

Name: _____

Primary Contact: _____

Address: _____

City, State, Zip: _____

Phone No. _____

Email: _____

Property Owner Signature: [REDACTED]

Date: 07/27/2021



8/30/2021

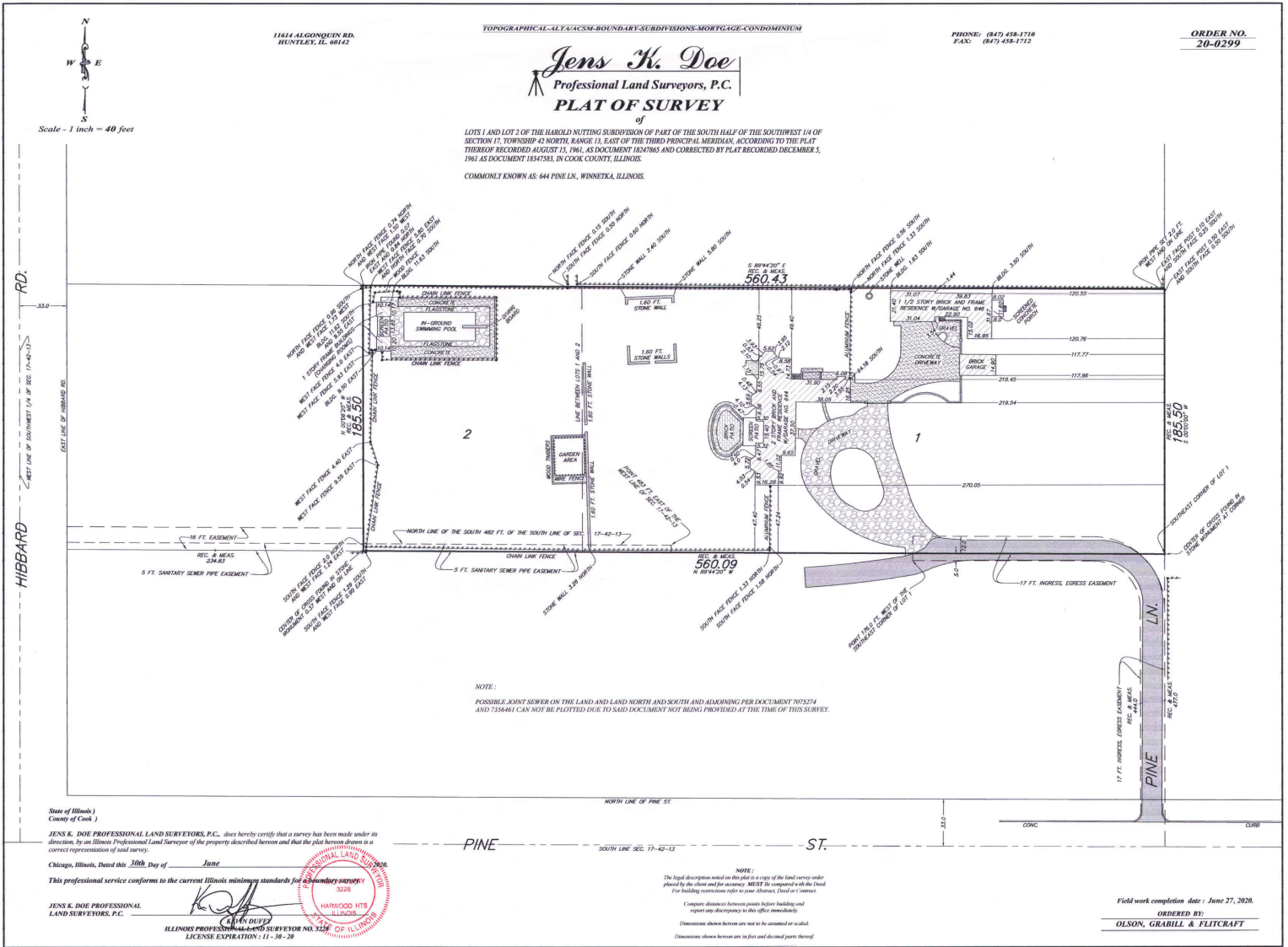
644 Pine Lane – Proposed Lot Consolidation

See the attached survey showing the two lots, Lot 1 (PIN # 05-17-312-049-0000) and Lot 2 (PIN # 05-17-312-048-0000). As the owner of both lots, I would like to consolidate into one lot. Although there are two lots, there has always been just one home (located on Lot 1).

I intend to tear down the existing home located on Lot 1 and build a new home on Lot 1. I intend to keep the existing coach house located on Lot 1. The pool and pool structure located on Lot 2 have already been removed. I received a removal permit from the Village for the work in late 2020 and removed the pool and pool structure in 2021. I intend on submitting plans for the new home to the Village for approval in late August or early September. As those plans will show, I plan to only build on Lot 1, but use Lot 2 as a backyard and to help with drainage.

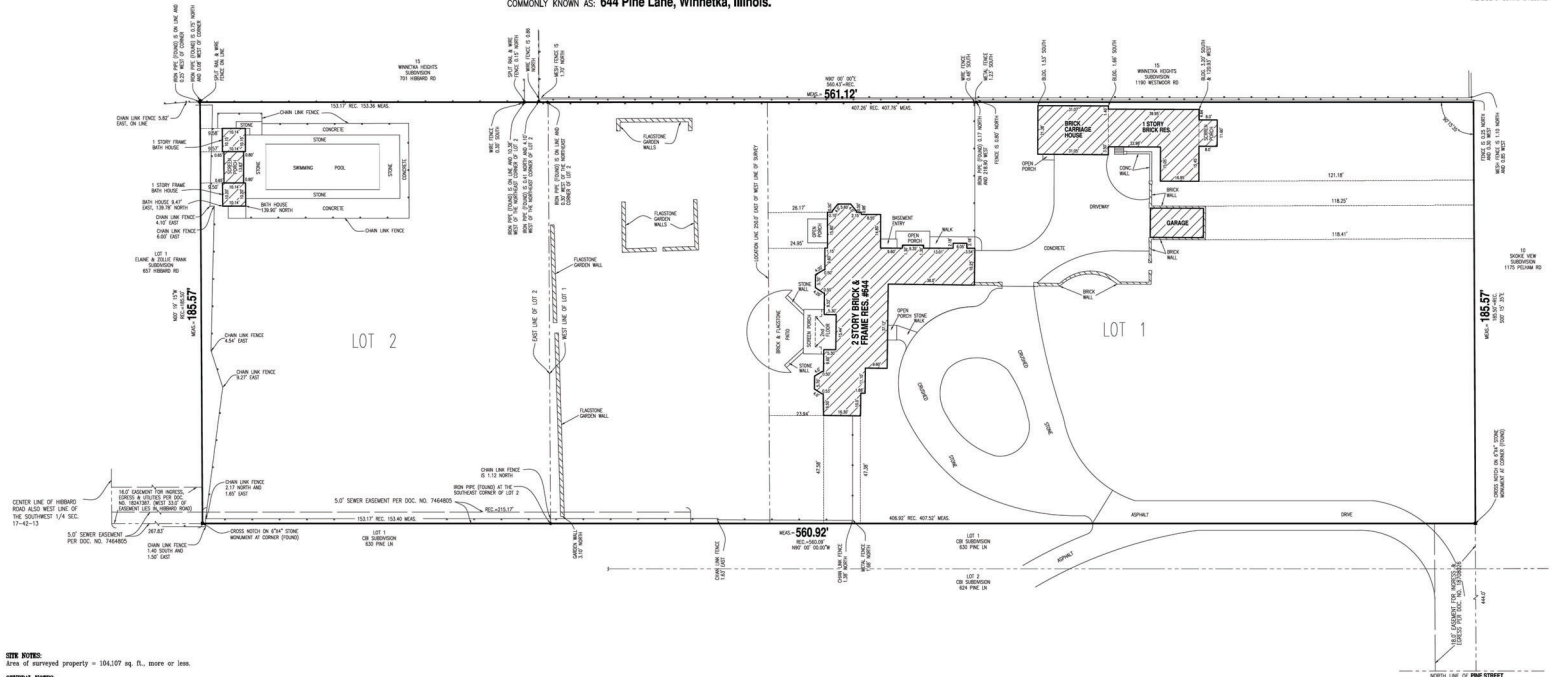
Consolidating the lots would benefit my neighbors as currently I could sell off Lot 2 as a separate parcel for someone to build a new home. Lot 2 has an access easement (see attached survey) over my neighbor's lot directly West located at 657 Hibbard Rd. If the lot consolidation is approved I would extinguish this easement. The owners of 657 Hibbard are very interested in seeing the easement go away and the lots consolidated. I believe consolidating the lots is in the interest of keeping the feel of the current neighborhood as well.

- Doug Minahan



PLAT of SURVEY

LEGAL DESCRIPTION:
 LOTS 1 AND LOT 2 OF THE HAROLD NUTTING SUBDIVISION OF PART OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 17,
 TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 15, 1961,
 AS DOCUMENT 18247865 AND CORRECTED BY PLAT RECORDED DECEMBER 5, 1961 AS DOCUMENT 18347583, IN COOK COUNTY, ILLINOIS.
 COMMONLY KNOWN AS: 644 Pine Lane, Winnetka, Illinois.



CITY NOTES:
 State of surveyed property = 184,197 sq. ft., more or less.

GENERAL NOTES:
 All information provided to the surveyor is shown or noted herein.

The legal description on this plat was provided to us by the client or obtained from public records and should be compared to your Deed, Abstract or Certificate of Title. No title report was supplied for this survey. This plat and the legal description shown herein does not determine, imply or guarantee ownership. Underground utilities are not shown herein.

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

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

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

B.H. SUHR & COMPANY, INC.	
B.H. SUHR CHAIRMAN 1725 N. N. P. N.P.A.	400 KENNESAW BLVD. SUITE 100, NORTHBROOK, ILLINOIS 60062 TEL: 847-564-5500 FAX: 847-564-5501 E-MAIL: SURVEY@BHSUHR.COM
LOCATION: 644 PINE LANE ORDER NO.: 20-185-PLAT OF SURVEY DATED BY: Doug Mordant	SURVEY DATE: November 12, 2020 SHEET NO.: 1 OF 1

FIELD REVISIONS COMPLETED November 12, 2020

STATE OF ILLINOIS
 COUNTY OF COOK

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

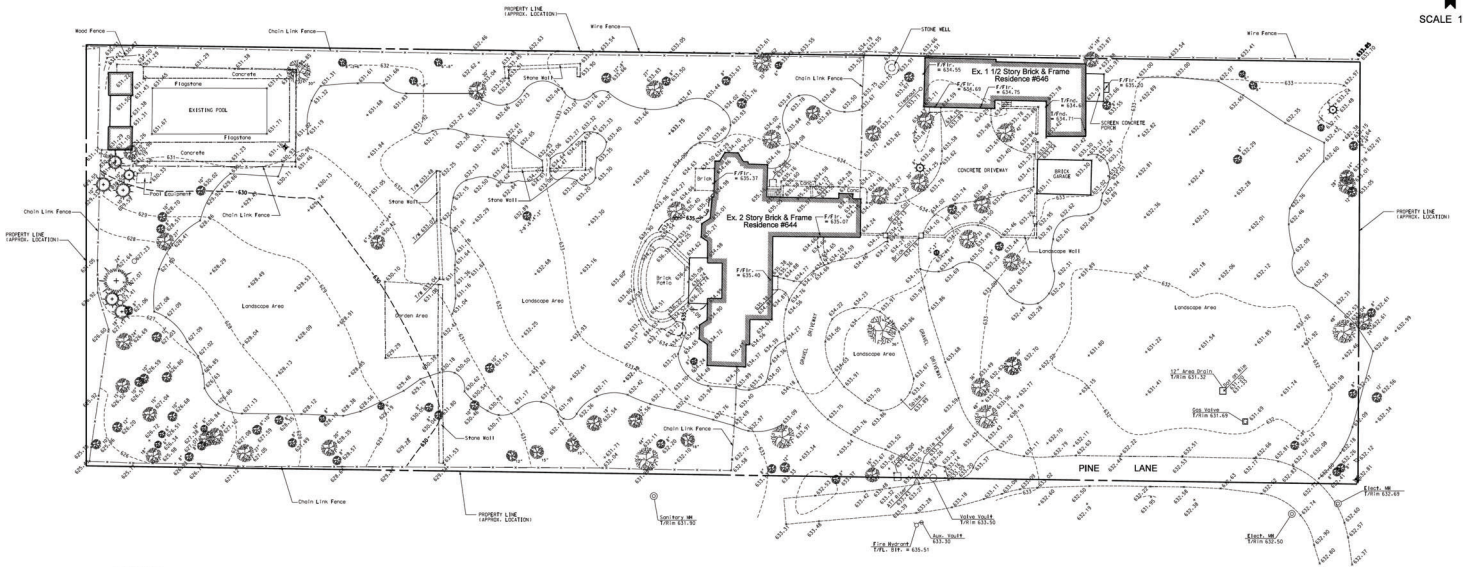
By: *Michael J. Foxwell* Dated: June 18, 2021

Michael J. Foxwell
 Illinois Professional Land Surveyor No. 000-000000
 License Expiration Date 12/31/25



1/2/2020 1:25:39 PM C:\P\7997\7997.dwg User: C:\Users\jcreaney\Documents\Projects\7997\7997.dwg

SCALE 1" = 20'



LEGEND

- STORM SEWER
- SANITARY SEWER
- COMBINED SEWER
- WATER MAIN
- SPOT ELEVATION
- CONTOUR
- MANHOLE
- CATCHBASIN
- INLET
- FIRE HYDRANT
- VALVE VAULT
- FLARED END SECTION
- LIGHT POLE
- UTILITY POLE
- TREE

 DANIEL CREANEY COMPANY CONSULTING CIVIL ENGINEERS 450 SKOKIE BLVD. SUITE 105 NORTHBROOK, ILLINOIS (847) 488-7777			644 - 646 PINE LANE WINNETKA ILLINOIS, 60093						SHEET 1 OF 1		
DESIGNED BY: <u>R.M.</u>			CHECKED BY: <u>D.A.C.</u>			SCALE: <u>1" = 20'</u>			TOPOGRAPHIC SURVEY		
DRAWN BY: <u>J.S.</u>			JOB NO.: <u>7997</u>			ROOM: _____					
						11-3-20 <u>ARM</u>			Additional Trees Added		
						DATE BY REVISION			DATE <u>10-29-2020</u>		

Project No. 7997

CORRECTIVE RECORDING AFFIDAVIT

THIS FORM IS PROVIDED COMPLIMENTS OF
KAREN A. YARBROUGH, COOK COUNTY CLERK,
AS A COURTESY FORM WHICH MAY BE USED
TO DETAIL A DESIRED CORRECTION TO A
PREVIOUSLY RECORDED DOCUMENT.
CUSTOMER'S MAY USE THEIR OWN AFFIDAVIT
AS WELL, BUT IT MUST INCLUDE ALL OF THE
BELOW REQUIRED INFORMATION. THIS FORM
DOES NOT CONSTITUTE LEGAL ADVICE.



2114629000

Doc# 2114629000 Fee \$88.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 05/26/2021 11:43 AM PG: 1 OF 6

PREPARER: ROBERT J. Di Silvestro

THE COOK COUNTY CLERK LONGER ACCEPTS RE-RECORDINGS, BUT INSTEAD OFFERS CORRECTIVE RECORDINGS. DOCUMENTS ATTEMPTING TO UPDATE A PREVIOUSLY RECORDED DOCUMENT MUST INCLUDE THE FOLLOWING INFORMATION, PLUS A CERTIFIED COPY OR THE ORIGINAL.

I, Robert J. Di Silvestro, THE AFFIANT, do hereby swear or affirm, that the attached document with the document number: 2103319032, which was recorded on: 02/02/2021 by the Cook County Clerk, in the State of Illinois, contained the following ERROR, which this affidavit seeks to correct:

DETAILED EXPLANATION (INCLUDING PAGE NUMBER(S), LOCATION, PARAGRAPH, ETC.) OF ERROR AND WHAT THE CORRECTION IS. USE ADDITIONAL SHEET IF MORE SPACE NEEDED FOR EXPLANATION OR SIGNATURES.

The names of the parties of the second part are incomplete.

See attached for complete names.

Furthermore, I, Robert J. Di Silvestro, THE AFFIANT, do hereby swear or affirm, that this submission includes a CERTIFIED COPY OR THE ORIGINAL DOCUMENT, and this Corrective Recording Affidavit is being submitted to correct the aforementioned error. Finally, this correction was approved and/or agreed to by the original GRANTOR(S) and GRANTEE(S), as evidenced by their notarized signature's below (or on a separate page for multiple signatures).

Chicago Title Land Trust Company

PRINT GRANTOR NAME ABOVE

as trustee & not personally under trust no 8002383985
Douglas Minahan

PRINT GRANTEE NAME ABOVE

Jessica Ann Minahan

GRANTOR/GRANTEE 2 ABOVE

Robert J. Di Silvestro

PRINT AFFIANT NAME ABOVE

GRANTOR SIGNATURE ABOVE

GRANTEE SIGNATURE

GRANTOR/GRANTEE 2 SIGNATURE

AFFIANT SIGNATURE ABOVE

May 21, 2021

DATE AFFIDAVIT EXECUTED

DATE AFFIDAVIT EXECUTED

DATE AFFIDAVIT EXECUTED

DATE AFFIDAVIT EXECUTED

NOTARY SECTION TO BE COMPLETED AND FILLED OUT BY WITNESSING NOTARY

STATE: Illinois)

SS

COUNTY Cook)

Subscribed and sworn to me this 21st day, of May, 2021

PRINT NOTARY NAME ABOVE

NOTARY SIGNATURE ABOVE



DATE AFFIDAVIT NOTARIZED

Document #2103319032 recorded 02/02/21

Parties of the second part complete names are as follows:

Douglas Minahan, as Trustee of the Douglas Minahan Trust dated June 25, 2020 as to an undivided 50% interest -AND- Jessica Ann Minahan, as Trustee of the Jessica Ann Minahan Trust dated June 25, 2020 as to an undivided 50% interest.

COOK COUNTY CLERK OFFICE
RECORDING DIVISION
118 N. CLARK ST. ROOM 120
CHICAGO, IL 60602-1397

TRUSTEE'S DEED

Reserved for Recorder's Office

This indenture made this 1st day of **FEBRUARY, 2021**, between **CHICAGO TITLE LAND TRUST COMPANY**, a corporation of Illinois, as successor trustee under the provisions of a deed or deeds in trust, duly recorded and delivered to said company in pursuance of a trust agreement dated the 6th day of **AUGUST, 2020** and known as Trust Number **8002383985**, party of the first part, and **DOUGLAS MINAHAN**, as trustee of the **DOUGLAS MINAHAN TRUST** dated June 25, 2020, as to an undivided 50% interest -AND- **JESSICA ANN MINAHAN**, as trustee of the **JESSICA ANN MINAHAN TRUST** dated June 25, 2020, as to an undivided 50% interest

whose address is:

1335 Ridge Road
Wilmette, IL 60091
party of the second part.

WITNESSETH, That said party of the first part, in consideration of the sum of **TEN and no/100 DOLLARS (\$10.00)** AND OTHER GOOD AND VALUABLE considerations in hand paid, does hereby **CONVEY AND QUITCLAIM** unto said party of the second part, the following described real estate, situated in **COOK** County, Illinois, to wit:

LOT 1 AND LOT 2 OF THE HAROLD NUTTING SUBDIVISION OF PART OF THE SOUTH HALF OF THE SOUTH WEST ¼ OF SECTION 17, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 15, 1961, AS DOCUMENT 18247865 AND CORRECTED BY PLAT RECORDED DECEMBER 5, 1961 AS DOCUMENT 18347583, IN COOK COUNTY, ILLINOIS.

Permanent Tax Number: 05-17-312-049-0000 and 05-17-312-048-0000

Property Address: 2644 Pine Lane, Winnetka, IL 60093

together with the tenements and appurtenances thereunto belonging.

TO HAVE AND TO HOLD the same unto said party of the second part, and to the proper use, benefit and behoof forever of said party of the second part.

This deed is executed pursuant to and in the exercise of the power and authority granted to and vested in said trustee by the terms of said deed or deeds in trust delivered to said trustee in pursuance of the trust agreement above mentioned. This deed is made subject to the lien of every trust deed or mortgage (if any there be) of record in said county given to secure the payment of money, and remaining unreleased at the date of the delivery hereof.

Doc# 2103319032 Fee \$88.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 02/02/2021 11:22 AM PG: 1 OF 3

TRUSTEE'S DEED

Reserved for Recorder's Office

This indenture dated this 1st day of February, 2021, between CHICAGO TITLE LAND TRUST COMPANY, a corporation of Illinois, as trustee under the provisions of a deed or deeds in trust, duly recorded and delivered to said company in pursuance of a trust agreement dated the 6th day of August, 2020 and known as Trust Number 8002383985 party of the first part, and Doug Minahan, as Trustee of the Doug Minahan Trust dated June 25, 2020, as to an undivided 50% interest -AND- Jessica Minahan, as Trustee of the Jessica Minahan Trust dated June 25, 2020, as to an undivided 50% interest,

whose address is:

1335 Ridge Road

Wilmette, Illinois 60091

party of the second part.

WITNESSETH, That said party of the first part, in consideration of the sum of **TEN and no/100 DOLLARS (\$10.00) AND OTHER GOOD AND VALUABLE** considerations in hand paid, does hereby **CONVEY AND QUITCLAIM** unto said party of the second part, the following described real estate, situated in Cook County, Illinois, to wit:

LOTS 1 AND LOT 2 OF THE HAROLD NUTTING SUBDIVISION OF PART OF THE SOUTH HALF OF THE SOUTH WEST 1/4 OF SECTION 17, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 15, 1961, AS DOCUMENT 18247865 AND CORRECTED BY PLAT RECORDED DECEMBER 5, 1961 AS DOCUMENT 18347583, IN COOK COUNTY, ILLINOIS.

Permanent Tax Numbers: 05-17-312-049-0000 and 05-17-312-048-0000

together with the tenements and appurtenances thereunto belonging.

TO HAVE AND TO HOLD the same unto said party of the second part, and to the proper use, benefit and behoof forever of said party of the second part.

This deed is executed pursuant to and in the exercise of the power and authority granted to and vested in said trustee by the terms of said deed or deeds in trust delivered to said trustee in pursuance of the trust agreement above mentioned. This deed is made subject to the lien of every trust deed or mortgage (if any there be) of record in said county given to secure the payment of money, and remaining unreleased at the date of the delivery hereof.

REAL ESTATE TRANSFER TAX

02-Feb-2021



COUNTY: 0.0

ILLINOIS: 0.0

TOTAL: 0.0

05-17-312-049-0000

20210201628823 | 1-880-343-561

IN WITNESS WHEREOF, said party of the first part has caused its corporate seal to be hereto affixed, and has caused its name to be signed to these presents by its Assistant Vice President, the day and year first above written.



CHICAGO TITLE LAND TRUST COMPANY,
as trustee as aforesaid

By: _____

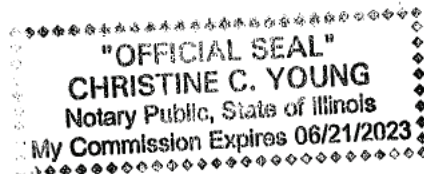
Harriet Denisewicz
Assistant Vice President

State of Illinois)
) SS
County of Cook)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that the above named Assistant Vice President of **CHICAGO TITLE LAND TRUST COMPANY**, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Assistant Vice President appeared before me this day in person and acknowledged that she signed and delivered the said instrument as her own free and voluntary act and as the free and voluntary act of the Company; and the said Assistant Vice President then and there caused the corporate seal of said Company to be affixed to said instrument as her own free and voluntary act and as the free and voluntary act of the Company.

Given under my hand and Notarial Seal this **1st** day of **February, 2021**.

PROPERTY ADDRESS:
644 Pine Lane
Winnetka, Illinois 60093



NOTARY PUBLIC

This instrument was prepared by:
Harriet Denisewicz
CHICAGO TITLE LAND TRUST COMPANY
10 South LaSalle Street
Suite 2750
Chicago, IL 60603

AFTER RECORDING, PLEASE MAIL TO:

NAME _____

ADDRESS _____

CITY, STATE _____

SEND TAX BILLS TO:

NAME _____

ADDRESS _____

CITY, STATE _____

STATEMENT BY GRANTOR AND GRANTEE

The grantor or his agent affirms that, to the best of his knowledge, the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire title to real estate under the laws of the State of Illinois.

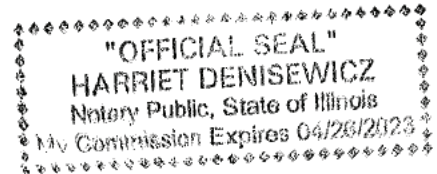
Dated 2/2/21

Signature: _____

Grantor or Agent

Subscribed and sworn to before me
by the said Grantor
dated 2/2/21

Notary Public _____



The grantee or his agent affirms and verifies that the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire title to real estate under the laws of the State of Illinois.

Dated 2/2/21

Signature: _____

Grantee or Agent

Subscribed and sworn to before me
by the said Grantee
dated 2/2/21

Notary Public _____



Note: Any person who knowingly submits a false statement concerning the identity of a grantee shall be guilty of a Class C misdemeanor for the first offense and of a Class A misdemeanor for subsequent offenses.

(Attach to deed or Facsimile ABI to be recorded in Cook County, Illinois, if exempt under the provisions of Section 4 of the Illinois Real Estate Transfer Tax Act).

NOTE: LAND TRUSTEE IS NEITHER "GRANTEE OR AGENT" OF AN ASSIGNMENT OF BENEFICIAL INTEREST.

OF
PART OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD
PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

AREA = 104,107 sq. ft.

LOT 1
HAROLD NUTTING SUBDIVISION
PIN NO. 05-17-312-049-0000
AREA = 75,645 SQ. FT.

LOT 2
HAROLD NUTTING SUBDIVISION
PIN NO. 05-17-312-048-0000
AREA = 28,462 SQ. FT.

PUBLIC UTILITY EASEMENT

AN EASEMENT IS HEREBY GRANTED TO THE VILLAGE OF WINNEBAGO FOR PUBLIC UTILITIES, IN, UPON, ALONG, OVER AND UNDER THOSE PORTIONS OF THE LOTS LOCATED ON THE MAP HEREIN, AND TO THE EXTENT NECESSARY, TO INSTALL, CONSTRUCT, LAY, MAINTAIN, OPERATE, RELOCATE, RENEW AND REMOVE NECESSARY EQUIPMENT FOR PUBLIC UTILITY PURPOSES, TOGETHER WITH THE RIGHTS OF INGRESS TO AND EGRESS FROM THE EASEMENT, TO INSTALL, CONSTRUCT, LAY, MAINTAIN, SUCH THINGS, BUSINES, SHRUBS AND LANDSCAPING, AS MAY BE REASONABLY REQUIRED INCIDENTAL TO THE INSTALLATION AND MAINTENANCE OF UTILITY FACILITIES. THE EASEMENT MAY BE USED FOR ANY PURPOSES, INCLUDING, BUT NOT LIMITED TO, THE INSTALLATION, MAINTENANCE, OR REMOVAL OF WOODEN FENCES, AND OTHER PURPOSES THAT DO NOT INTERFERE WITH THE USE OF THE EASEMENT, BUT NO PERMANENT BUILDINGS OR STRUCTURES OTHER THAN PERMANENT CONCRETE STRUCTURES SHALL BE PLACED ON THE EASEMENT.

OWNER CERTIFICATE:
STATE OF _____ }
COUNTY OF _____ } ss.

This is to certify that _____ on _____
_____ corporation, as trustee under
a trust agreement dated _____ and known as Trust No. _____
is the owner of the property described above and not individually but as such trustee, has caused the same to be surveyed and platted as shown herein, for the uses and purposes therein set forth and as allowed and provided by statute, and said corporation, not individually but as trustee, does hereby acknowledge and admit the same under the style and title thereof.

Dated at _____ Illinois This _____ Day of _____ A.D., 20____

_____ OF _____ AS Trustee Under Trust No. _____

AND NOT INDIVIDUALLY

By: _____ SEAMORE Attest: _____ SEAMORE

Title: _____ Title: _____

CHART NO. _____ CHART NO. _____

NOTARY CERTIFICATE:
STATE OF _____ }
COUNTY OF COOK _____ } SS.

I, _____, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that _____ of said _____ and _____ of said _____ Title _____ Title _____ owner who are personally known to me to be the same person(s) whose names are subscribed to the foregoing instrument as such _____ Title _____ and _____ appeared before me this day in person and jointly and severally acknowledged that they signed and delivered the said instrument as their own free and voluntary act and to the best of my knowledge of said owner, for the use and purposes therein set forth.

Given under my hand and Notarial Seal, this _____ day of _____, A.D. 20____.

Notary Public Signature _____

Print Name _____

My Commission Expires on _____ 20____

MORTGAGEE CERTIFICATE:
STATE OF _____ }
COUNTY OF _____ } SS.

_____, as Mortgagor under the provisions of a certain mortgage recorded in the Recorder's Office of Cook County, Illinois, as Document No. _____, does hereby consent to the Plot of Consolidation herein drawn.

By: _____ Attest: _____
MORTGAGEE

NOTARY CERTIFICATE:
STATE OF _____

The undersigned, a notary public in the county and state aforesaid, do hereby certify that _____ (Name) _____ (Title) _____ and (Name) _____ (Title) _____ of _____ who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such _____ (Title) _____ and (Title) _____ respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own and voluntary act and as the free and voluntary act of _____ as _____, as Mortgagee, for the uses and purposes therein set forth.

Given under my hand and seal
This _____ day of _____, 20____.

VILLAGE ENGINEER CERTIFICATE:
STATE OF ILLINOIS }
COUNTY OF COOK } SS.

Approved this _____ day of _____, A.D. 20____, by the Village Engineer of the Village
of Winnetka, Cook County, Illinois.

VILLAGE ENGINEER		SUBMITTED BY AND RETURN PLAT TO:	
EXISTING PLAN'S	SEND TAX BILL TO:	VILLAGE OF WINNETKA	
05-17-312-040-0000	Doug Winokur	PLAN AND ZONING COMMISSION	
05-17-312-040-0000	1335 Ridge Rd. Winnetka, IL 60091	510 GREEN BAY ROAD	
		WINNETKA, IL 60093	

WATER AND ELECTRIC DEPARTMENT CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF COOK }

APPROVED THIS DAY OF _____, 20____ BY THE DIRECTOR OF THE WATER AND ELECTRIC DEPARTMENT
OF THE VILLAGE OF WINNETKA, COOK COUNTY, ILLINOIS.

By: _____
NAME AND PRINTED ADDRESS

VILLAGE COLLECTOR CERTIFICATE:
STATE OF ILLINOIS }
COUNTY OF COOK } SS.

I, _____, Village Collector of the Village of Winnetka, Illinois, do hereby certify that there are no delinquent or unpaid current or forfeited special assessments, or any deferred installments thereon that have been apportioned against the tract of land included in this plat of Consolidation.

Dated this _____ day of _____, A.D. 20____.

PLAN AND ZONING COMMISSION CERTIFICATE:

STATE OF ILLINOIS }
COUNTY OF COOK } ss.
Approved by the Village of Winnetka Plan and Zoning Commission at a meeting held the _____ day
of _____, A.D., 20____.
By: _____ Attest: _____
Chair Secretary

VILLAGE BOARD CERTIFICATE:

STATE OF ILLINOIS }
COUNTY OF COOK } ss.

Dated this _____ day of _____, A.D. 20____.

By: _____ Attest: _____
 Village President, Winnetka, IL. Village Clerk

COMMUNITY DEVELOPMENT DEPARTMENT CERTIFICATE

APPROVED THIS DAY OF 20, BY THE DIRECTOR OF THE COMMUNITY DEVELOPMENT
DEPARTMENT OF THE VILLAGE OF WINNEKA, COOK COUNTY, ILLINOIS

By: _____
COMMUNITY DEVELOPMENT DIRECTOR

SURVEYOR PERMISSION TO RECORD:

The undersigned hereby authorizes the Village of Winnetka and/or its designated agents to record this Plat of Subdivision with the Office of the Cook County Recorder of deeds on behalf of the undersigned.

By: _____
MICHAEL E. FARRELL
Illinois Professional Land Surveyor No. 035-002639
License Expiration Date 11/30/2022

SURVEYOR:
STATE OF ILLINOIS }
COUNTY OF COOK } SS.
D. M. GIBB & COMPANY, INC. does hereby certify that

LOTS 1 AND 2 IN THE HAROLD NUTTING SUBDIVISION OF PART OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

It further certifies that this property is situated in Zone X Area of Minimal Flood Hazard, as designated by Flood Insurance Rate Map No. 17031C0251J, effective date August 19, 2008.

I further certify that the property shown on the plat hereon drawn is within the Village of Winnetka, Illinois, which has adopted a Comprehensive Plan.

Dated at Northbrook, Illinois, this _____ day of _____, A.D., 2021.

B. H. SUMR & COMPANY, INC
LAND SURVEYORS

By: MICHAEL E. FARRELL
Illinois Professional Land Surveyor No. 035-002839
License Expiration Date 11/30/2022

B.H. SUHR & COMPANY, INC.			
R. R. HANSEN HENDER 1714 S. S.W.P. 5		DIVISION ESTABLISHED 1911 430 SKOKIE BLVD. SUITE 101, NORTHBROOK, ILLINOIS, 60062 TEL. (847) 484-7171 / FAX (847) 484-7140 E-MAIL: SERVICE@BHSUHR.COM	
LOCATION 644 PINE LAKE		SCHEDULE DATE October 22 20 21	
ORDER No 20-185-SUBDIVISION		ORDERED BY Doug Minahan	



Agenda Item Executive Summary

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

Presenter: Village Attorney, Peter Friedman

Agenda Date:

11/16/2021

Consent:

☐

YES

☒

NO

☐

Ordinance

☒

Resolution

☐

Bid Authorization/Award

☐

Policy Direction

☐

Informational Only

Item History:

In relation to the failed development of the One Winnetka property, foreclosure and code compliance and other litigation was initiated. The Village and the parties to the litigation have reached settlement agreements that would terminate all current litigation.

Executive Summary:

Following the failure of the One Winnetka development on the property at 511-515 Lincoln, 714-732 Elm Street, and 740 Elm Street ("Subject Property"), the Village filed a complaint against, among others, the then-owners of the property ("SB Winnetka Parties") under the Illinois Unsafe Property Statute concerning allegations of unsafe conditions and ongoing code violations at the Property ("Unsafe Property Action"). Pursuant to a mortgage foreclosure action in the United States District Court for the Northern District of Illinois, Romspen Mortgage Limited Partnership ("Romspen") has now acquired the Subject Property. On March 16, 2021, Romspen and Ryan McNaughton, the then-receiver for the property ("McNaughton") filed a complaint against the Village concerning allegations regarding the prospective sale of the Property to a third party ("Tort Action"). The Village's motion to dismiss the Tort Action was granted, and Romspen's motion for reconsideration or to amend its complaint is currently pending.

The Village, the SB Winnetka Parties, McNaughton, and Romspen have reached agreements on the settlement of the Tort Action and the Unsafe Property Action. There are two Settlement Agreements -- one between the Village and the SB Winnetka Parties regarding the Unsafe Property Action and one between the Village, Romspen, and McNaughton regarding the Unsafe Property Action and the Tort Action. As part of the settlements, Romspen will pay the Village \$130,000 and the SB Winnetka Parties will pay the Village \$75,000. The Agreements contain standard full releases and covenants not to sue. The Agreements also allow the Village to continue to enforce its building and life safety codes at the Property, and require Romspen to maintain utility payments, fire protections systems, new window treatments, and proper utility connections for the Property. The Agreements contain no commitments with regard to the Village's approval of new development proposals for the Subject Property that may be applied for and presented to the Council. Both Settlement Agreements are attached.

Recommendation:

The Village Attorney recommends that the Council approve the attached Resolution to approve the two Settlement Agreements and authorize their execution by the Village.

Attachments:

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

Exhibit A: Village - SB Winnetka Parties Settlement Agreement

Exhibit B: Village - Romspen Settlement Agreement

ATTACHMENT 1

RESOLUTION NO. R-95-2021

A RESOLUTION APPROVING SETTLEMENT AGREEMENTS WITH ROMSPEN MORTGAGE LIMITED PARTNERSHIP, RYAN MCNAUGHTON, SB ONE WINNETKA, LLC, AND SB WINNETKA, 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, on July 11, 2019, the Village filed a complaint against SB One Winnetka LLC and SB Winnetka LLC (collectively, "**SB Winnetka Parties**"), Romspen Mortgage Limited Partnership ("**Romspen**"), and other parties of interest, in the Circuit Court of Cook County, Illinois, Case No. 19 M2 002942, seeking relief pursuant to the Illinois Unsafe Property Statute, 65 ILCS 5/11-31-1 and the Village's municipal code, concerning allegations of unsafe conditions and ongoing code violations at the properties commonly known as 511-515 Lincoln Avenue, 714-732 Elm Street, and 740 Elm Street in the Village, and legally described at **Exhibit A** to this Agreement ("**Property**"), which case is currently pending ("**Unsafe Property Action**"); and

WHEREAS, on March 16, 2021, Romspen and Ryan McNaughton filed a complaint against the Village in the Circuit Court of Cook County, Case No. 21 L 002863, seeking relief against the Village concerning allegations of tortious interference with the prospective sale of the Property ("**Tort Action**"), which case is currently pending; and

WHEREAS, the Village Council has determined that entering into two settlement agreements, one with the SB Winnetka Parties and the second with Romspen and McNaughton (collectively, the "**Settlement Agreements**"), to end the Unsafe Property Action and the Tort Action is in the best interest of the Village and its residents; and

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

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

SECTION 2: APPROVAL OF SETTLEMENT AGREEMENT WITH SB WINNETKA PARTIES. The Settlement Agreement between the Village and the SB Winnetka Parties is hereby approved in substantially the form attached to this Resolution as **Exhibit A**, and in a final form to be approved by the Village Attorney.

SECTION 3: APPROVAL OF SETTLEMENT AGREEMENT WITH ROMSPEN AND MCNAUGHTON. The Settlement Agreement between the Village, Romspen, and McNaughton is hereby approved in substantially the form attached to this Resolution as **Exhibit B**, and in a final form to be approved by the Village Attorney.

SECTION 4: AUTHORIZATION TO EXECUTE THE SETTLEMENT AGREEMENTS. The Village Council hereby authorizes and directs the Village President and the Village Clerk to execute and seal, on behalf of the Village, the Settlement Agreements.

November 16, 2021

R-95-2021

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 16 day of November, 2021, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

Signed

Village President

Countersigned:

Village Clerk

EXHIBIT A

VILLAGE / SB WINNETKA SETTLEMENT AGREEMENT

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This **Settlement Agreement and Mutual Release** (“**Agreement**”) is made and entered into this ____ day of _____, 2021, between and among the Village of Winnetka, an Illinois home rule municipal corporation (“**Village**”); SB One Winnetka, LLC, an Illinois limited liability company (“**SB One Winnetka**”); and SB Winnetka, LLC, an Illinois limited liability company (“**SB Winnetka**”) (the Village, SB One Winnetka, and SB Winnetka are, collectively, the “**Parties**”).

WHEREAS, pursuant to a mortgage foreclosure action in the United States District Court for the Northern District of Illinois, Case No. 19 CV 5610 (“**Foreclosure Action**”), Romspen Mortgage Limited Partnership (“**Romspen**”) is now the record owner of the properties commonly known as 511-515 Lincoln Avenue, 714-732 Elm Street, and 740 Elm Street in the Village, and legally described at **Exhibit A** to this Agreement (“**Property**”); and

WHEREAS, SB One Winnetka and SB Winnetka (collectively, “**SB Winnetka Parties**”) were the record owners of the Property prior to the Foreclosure Action; and

WHEREAS, Ryan McNaughton (“**McNaughton**”) was the court-appointed receiver for the Property during the Foreclosure Action and is now the property manager for the Property; and

WHEREAS, on July 11, 2019, the Village filed a complaint against the SB Winnetka Parties, Romspen, and other parties of interest, in the Circuit Court of Cook County, Illinois, Case No. 19 M2 002942, seeking relief pursuant to the Illinois Unsafe Property Statute, 65 ILCS 5/11-31-1 and the Village’s municipal code, concerning allegations of unsafe conditions and ongoing code violations at the Property, which case is currently pending (“**Unsafe Property Action**”); and

WHEREAS, on March 16, 2021, Romspen and McNaughton filed a complaint against the Village in the Circuit Court of Cook County, Case No. 21 L 002863, seeking relief against the Village concerning allegations of tortious interference with the prospective sale of the Property (“**Tort Action**”), which case is currently pending (the Unsafe Property Action and the Tort Action are, collectively, the “**Litigation**”); and

WHEREAS, the SB Winnetka Parties dispute any liability for the claims alleged in the Unsafe Property Action and the Village disputes any liability for the claims alleged in the Tort Action; and

WHEREAS, in order to avoid the time, expense, and uncertainty of further litigation, the Village and the SB Winnetka Parties desire to fully and finally settle the claims asserted in the Unsafe Property Action, only in conjunction with a separate Settlement Agreement and Mutual Release that the Village, Romspen, and McNaughton are simultaneously entering into to fully and finally settle the claims asserted in the Tort Action (“**Romspen Agreement**”), as well as all other actual and potential claims between and among the Parties arising out of or in any way related to the Unsafe Property Action, without the Parties thereby admitting any unlawful activity or liability to each other; and

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises hereinafter set forth in this Agreement, and for other good and valuable

consideration stated herein, the adequacy of which is hereby acknowledged, the Parties agree as follows:

1. Payment. In consideration of the undertakings in this Agreement, including the release of all claims by the Village pursuant to the Unsafe Property Action, the SB Winnetka Parties will pay the Village the total sum of \$75,000.00 USD to resolve, as between the SB Winnetka Parties and the Village, all open issues concerning the Property as of the date of this Agreement, including, without limitation, fines, attorneys' fees, and past-due utility costs (the "***Settlement Amount***"). The SB Winnetka Parties acknowledge and agree that the payment to the Village of the Settlement Amount pursuant to this Agreement is not contingent on Romspen or the SB Winnetka Parties applying for or receiving any permit, approval, or other action by the Village concerning the Property, including, without limitation, any requests for zoning, development, or entitlement approvals concerning the Property.

2. Dismissal Order. Pursuant to the order of actions provided in Section 3 of this Agreement, and the terms of the Romspen Agreement, the Parties will enter an agreed dismissal order in the form provided in ***Exhibit B*** to this Agreement dismissing the Unsafe Property Action with prejudice ("***Village Dismissal Order***"), with each party bearing its own costs and fees except for the Settlement Amount, and the court retaining jurisdiction solely for the purpose of enforcing the terms of this Agreement. Each Party will execute the Village Dismissal Order in the space(s) provided in Exhibit B and will include the executed Village Dismissal Order with their executed original or counterpart of this Agreement.

3. Effective Date; Order of Actions.

A. The effective date of this Agreement ("***Effective Date***") will be the date that (i) the Parties have provided to the other their executed signed original or counterpart of this Agreement, including the signed Village Dismissal Order and (ii) the parties to the Romspen Agreement have provided to each other their executed signed original or counterpart of the Romspen Agreement, including the signed "***Romspen Dismissal Order***" (as defined in the Romspen Agreement).

B. No later than five business days after the Effective Date, the SB Winnetka Parties will deliver the Settlement Amount to the Village in care of Peter Friedman, Village Attorney, Elrod Friedman LLP, 325 N. LaSalle St., Suite 450, Chicago, IL 60654.

C. No later than five business days after the Village's receipt of (i) the Settlement Amount pursuant to Subsection 3.B of this Agreement and the settlement amount pursuant to the Romspen Agreement, the Village will deliver the Village Dismissal Order to the court via electronic mail with copies to all counsel, and will diligently follow up with the court to obtain court-stamped copies of the entered court-stamped Village Dismissal Order.

4. The Village acknowledges receipt of the SB Winnetka Parties' concept plan submission to the Village on _____, 2021. Promptly after the Village's receipt of (i) the entered court-stamped Village Dismissal Order and (ii) the entered court-stamped Romspen Dismissal Order in accordance with the Romspen Agreement, the Village will schedule concept plan presentation at a subsequent

regularly-scheduled meeting of the Village Council pursuant to the applicable provisions of the Village Municipal Code for the purpose of the SB Winnetka Parties' presentation of a concept plan for the future development of the Property.

5. Mutual Release. Each Party, for and on behalf of itself and its heirs, executors, personal representatives, agents, successors and assigns, acknowledges full and complete satisfaction of, and fully and forever releases, acquits, and discharges each Party and their respective heirs, executors, officers, directors, employees, personal representatives, agents, attorneys, successors and assigns, including, without limitation, Village President Rintz and all Village trustees, board members, and any other Village officials (collectively, the **"Releasees"**) from any and all claims, causes of action, demands, liabilities, damages, obligations, and debts (collectively referred to as **"Claims"**), of every kind and nature, whether known or unknown, suspected or unsuspected, or fixed or contingent, which any Party holds or at any time previously held against any other Party, or any of them, arising out of or in any way related to the Unsafe Property Action (with the exception of breaches of this Agreement), or under any other statute, rule or common law provision, including any claim for civil penalties arising from the facts alleged in the Unsafe Property Action, through the date of this Agreement. The mutual release provided in this Section shall be effective only upon receipt of (i) the court-stamped Village Dismissal Order entered by the court in the Unsafe Property Action and (ii) the court-stamped Romspen Dismissal Order entered by the court in the Tort Action as provided in the Romspen Agreement.

6. No Admission of Liability. It is understood and agreed that nothing contained herein shall be construed as an admission of liability on the part of any of the Parties, their respective Releasees, or any of them, such liability having been expressly denied. No inducements or representations have been made by any agent or attorney of any Party hereby released as to the legal liability or other responsibility of any party claimed responsible, and it is agreed that this release applies to known or unknown attorney's fees, costs and expenses incurred by any Party in the Unsafe Property Action, and is intended to be a full and complete disposition of the entire claims and/or causes of the Parties.

7. Breach of Agreement. The Parties understand and agree that if any of them is found by a court of law to have breached any provision of this Agreement, then the breaching party shall be liable to the other Parties for all damages caused by the breach, including, but not limited to, all costs and attorney's fees incurred by said parties in enforcing their rights hereunder.

8. Severability. The provisions of this Agreement are fully severable. If any provision of this Agreement is determined to be invalid or unenforceable for any reason, such invalidity or unenforceability will not affect the validity or enforceability of any of the other provisions of the Agreement.

9. Entire Agreement; Modification. This Agreement constitutes the sole and entire agreement between the Parties with respect to the subject matter hereof; supersedes any and all prior or contemporaneous agreements, discussions or representations, oral or written, with respect to said subject matter; and cannot be amended except in a writing which specifically refers to this Agreement and is signed by each of the Parties hereto. Specifically, and without limitation of the foregoing, no promise has been made to pay or give any Party any greater or further consideration other than as stated in this Agreement.

10. Successors and Assigns. This Agreement shall be binding upon, and shall inure to the benefit of, each of the Parties and their respective heirs, executors, personal representatives, successors and assigns.

11. No Effect on Third Parties. The terms and conditions, covenants, agreements, powers, privileges, and notices of authorization contained herein shall be binding upon and shall inure only to the benefit of the Parties and their respective successors, assigns, heirs, agents, and attorneys including, without limitation, any of the Releasees. No person other than Parties hereto shall be authorized to rely upon the contents of this Agreement or be deemed a beneficiary hereof.

12. Governing Law and Jurisdiction. The Parties agree that the division of the Circuit Court of Cook County, Illinois in which the Unsafe Property Action proceeded will retain jurisdiction over the matter for the sole purpose of enforcing the provisions of this Agreement, and that Cook County, Illinois will continue to be the venue for any lawsuit arising out of or relating to this Agreement. This Agreement and any amendments hereto shall be governed by, and construed in accordance with, the laws of the State of Illinois, without regard to conflict of law principles.

13. Non-Waiver. The failure of any Party to this Agreement to exercise or enforce any provisions of this Agreement on one or more occasions will not be deemed a waiver of such provision, nor will a waiver of any provision on one occasion affect a party's right to enforce such provision fully on other occasions. Any waiver must be in writing and signed by the party waiving its right in order to be valid and enforceable.

14. Representation by Counsel and Drafting. Each of the Parties acknowledges that it has either been represented by or had access to competent legal counsel of its own choosing both in connection with the Unsafe Property Action and in connection with the negotiations, drafting, and execution of this Agreement. Accordingly, the language used in this Agreement will be deemed to be language chosen by all Parties to express their mutual intent, and no rule of strict construction against any Party will apply to any term or condition of this Agreement.

15. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which, taken together, shall constitute a single instrument.

16. Captions. The section headings in the Agreement are for convenience and reference only and shall not in any way affect the meaning or interpretation of the Agreement.

17. Warranty of Authority. Each party executing this Agreement warrants to the others that it has the authority to act for and bind the party for which/whom it executes this Agreement.

18. Severability. If, after the date hereof, any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term of this Agreement, such provision shall be fully severable, and the remainder of the Agreement shall be fully enforceable.

19. Free and Voluntary Acts. The Parties acknowledge and agree that each Party enters into this Agreement as a free and voluntary act, with full knowledge of its legal consequences. No Party has relied on any information or representations which are not set forth in this Agreement.

20. Satisfactory Documentation. Parties hereto agree to execute such other documents and to take such other action as may be reasonably necessary to further the purposes of this Agreement.

In witness whereof, the Parties have duly executed this Agreement, consisting of eight typewritten pages including Exhibits A and B to this Agreement, as of the day and year below written.

VILLAGE OF WINNETKA

SB ONE WINNETKA, LLC

By:_____

By:_____

Its:_____

Its:_____

Date:_____

Date:_____

SB WINNETKA, LLC

By:_____

Its:_____

Date:_____

EXHIBIT A

PARCEL 1:

THE EAST 106 FEET OF THE WEST 109 FEET OF THE NORTH 251 FEET OF BLOCK 24 OF WINNETKA, BEING A SUBDIVISION OF THE NORTH EAST QUARTER OF SECTION 20 AND THE NORTH HALF OF FRACTIONAL SECTION 21, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THEREFROM THE NORTH 40 FEET TAKEN FOR ELM STREET) ALSO (EXCEPT THAT PART THEREOF DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON WEST LINE OF SAID EAST 106 FEET AT A DISTANCE OF 85 FEET SOUTH OF SOUTH LINE OF ELM STREET THENCE EAST PARALLEL WITH SOUTH LINE OF ELM STREET 10 FEET THENCE SOUTH PARALLEL WITH THE WEST LINE OF SAID EAST 106 FEET A DISTANCE OF 45.84 FEET TO THE NORTH WALL OF A ONE STORY BRICK BUILDING; THENCE WEST ALONG NORTH WALL OF SAID BRICK BUILDING 10 FEET TO WEST LINE OF SAID EAST 106 FEET; THENCE NORTH ALONG THE WEST LINE OF SAID EAST 106 FEET A DISTANCE OF 46 FEET TO PLACE OF BEGINNING) ALSO (EXCEPT THAT PART THEREOF DESCRIBED AS FOLLOWS:

BEGINNING AT SOUTH WEST CORNER OF THE ABOVE DESCRIBED PROPERTY AND RUNNING THENCE NORTH ALONG WEST LINE THEREOF 46.35 FEET TO INTERSECTION WITH A CURVED LINE OF 1163 FOOT RADIUS CONVEX NORTHEASTERLY; THENCE SOUTHEASTERLY ALONG SAID CURVED LINE OF 1163 FOOT RADIUS, 25.88 FEET, AS MEASURED ALONG THE CHORD TO A POINT OF REVERSE CURVE; THENCE SOUTHERLY ALONG A CURVED LINE OF 1087 FEET RADIUS CONVEX SOUTHWESTERLY 25.69 FEET MEASURED ALONG THE CHORD TO A POINT IN SOUTH LINE OF AFORESAID EAST 106 FEET OF WEST 109 FEET OF THE NORTH 251 FEET OF BLOCK 24 WINNETKA, 22.26 FEET EAST OF THE SOUTHWEST CORNER THEREOF AND THENCE WEST ALONG SAID SOUTH LINE 22.26 FEET TO PLACE OF BEGINNING) ALSO, THE EAST 54 FEET OF THE WEST 163 FEET OF THE NORTH 211 FEET OF THAT PART OF BLOCK 24 OF CHARLES E. PECK'S SUBDIVISION LYING SOUTH OF THE SOUTH LINE OF ELM STREET IN WINNETKA IN FRACTIONAL SECTION 21, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCEL 1 CREATED BY GRANT FROM KATHARINE ROACH JACKSON AND HER HUSBAND TO AYRES BOAL, JR., AS TRUSTEE UNDER LAST WILL AND TESTAMENT OF LESLEY J . BOAL, DECEASED, DATED DECEMBER 4, 1950 AND RECORDED DECEMBER 4, 1950 AS DOCUMENT 14965696 AND FILED IN REGISTRAR OFFICE OF COOK COUNTY, ILLINOIS ON DECEMBER 4, 1950 AS DOCUMENT LR1329741 FOR LIGHT AND AIR AND FOR INGRESS AND EGRESS FOR PEDESTRIAN USE ONLY (INCLUDING RIGHT TO OPEN WINDOWS IN ANY PRESENT OR FUTURE WALLS ON GRANTEE'S PROPERTY ADJOINING) OVER THAT PORTION OF LOT 1 AND AN EASEMENT FOR UNDERGROUND PUBLIC UTILITIES UNDER SAID PORTION OF LOT 1 DESCRIBED AS FOLLOWS: THAT PORTION OF LOT 1 IN PROUTY'S HOMESTEAD SUBDIVISION OF PARTS OF BLOCKS 24 AND 25 OF WINNETKA, A SUBDIVISION OF THE NORTHEAST QUARTER OF SECTION 20 AND THE NORTH HALF OF FRACTIONAL SECTION 21, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON EAST LINE OF LOT 1, 131 FEET SOUTH OF SOUTH LINE OF ELM STREET, THENCE SOUTH ALONG EAST LINE OF SAID LOT 1, 33.65 FEET TO NORTHEASTERLY LINE OF LINCOLN AVENUE; THENCE NORTHWESTERLY ALONG NORTHEASTERLY LINE OF LINCOLN AVENUE A DISTANCE OF 37.83 FEET TO A POINT DUE WEST OF THE PLACE OF BEGINNING; THENCE EAST PARALLEL WITH SOUTH LINE OF ELM STREET A DISTANCE OF 17.29 FEET TO PLACE OF BEGINNING), IN COOK COUNTY, ILLINOIS

PARCEL 3:

THAT PART OF LOT 1 IN PROUTY HOMESTEAD SUBDIVISION OF ALL OF BLOCKS 24 AND 25, LYING NORTHEASTERLY OF THE RIGHT OF WAY OF THE CHICAGO AND MILWAUKEE ELECTRIC RAILROAD, EXCEPT THE NORTH 211.00 FEET OF SAID BLOCK 24, ALSO THE WEST 3.00 FEET OF THE NORTH 211.00 FEET OF SAID BLOCK 24, ALL IN WINNETKA, A SUBDIVISION BY CHARLES E. PECK OF THE NORTHEAST 1/4 OF SECTION 20, AND THE FRACTIONAL NORTH 1/2 OF FRACTIONAL SECTION 21, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING IN THE NORTH LINE OF SAID LOT, 197.85 FEET EAST OF THE NORTHWEST CORNER THEREOF; THENCE EAST ALONG SAID NORTH LINE 10.00 FEET TO THE NORTHEAST CORNER OF SAID LOT; THENCE SOUTH ALONG THE EAST LINE OF SAID LOT TO A POINT 46.35 FEET NORTH OF THE SOUTH LINE OF THE NORTH 211.00 FEET OF BLOCK 24 AFORESAID; THENCE NORTHWESTERLY ALONG A CURVED LINE CONVEX TO THE NORTHEAST, WITH A RADIUS OF 1163.00 FEET, 105.94 FEET TO THE INTERSECTION OF SAID CURVED LINE, WITH A LINE DRAWN 72.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID LOT AT A POINT 51.15 FEET WEST OF THE EAST LINE OF SAID LOT; THENCE EAST ALONG SAID PARALLEL LINE, 41.15 FEET; THENCE NORTH PARALLEL WITH SAID EAST LINE TO THE PLACE OF BEGINNING, IN THE VILLAGE OF WINNETKA, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

THAT PART OF THE EAST 106.00 FEET OF THE WEST 109.00 FEET OF THE NORTH 251.00 FEET (EXCEPT THE NORTH 40.00 FEET TAKEN FOR ELM STREET) OF BLOCK 24 IN WINNETKA, BEING A SUBDIVISION OF THE NORTHEAST 1/4 OF SECTION 20 AND THE NORTH 1/2 OF FRACTIONAL SECTION 21, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE WEST LINE OF SAID EAST 106.00 FEET AT A DISTANCE OF 85.00 FEET SOUTH OF THE SOUTH LINE OF ELM STREET; THENCE EAST PARALLEL WITH THE SOUTH LINE OF ELM STREET, 10.00 FEET; THENCE SOUTH PARALLEL WITH THE WEST LINE OF SAID EAST 106.00 FEET, A DISTANCE OF 45.84 FEET TO A POINT; THENCE WEST 10.00 FEET TO THE WEST LINE OF SAID EAST 106.00 FEET; THENCE NORTH ALONG THE WEST LINE OF SAID EAST 106.00 FEET, A DISTANCE OF 46.00 FEET TO THE PLACE OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 5:

EASEMENT FOR THE BENEFIT OF THE ABOVE PARCEL AS CREATED BY DEED FROM AYRES BOAL JR., TRUSTEE UNDER THE LAST WILL AND TESTAMENT OF LESLEY J. BOAL, DECEASED, TO KATHERINE ROACH JACKSON DATED DECEMBER 4, 1950 AND RECORDED DECEMBER 4, 1950 AS DOCUMENT 14965695 FOR INGRESS AND EGRESS, LIGHT AND AIR

OVER A STRIP OF LAND 4.00 FEET WIDE, AND FOR UNDERGROUND PUBLIC UTILITIES UNDER SAID 4.00 FEET STRIP, WHICH 4.00 FEET STRIP IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE WEST LINE OF SAID EAST 106.00 FEET AT A DISTANCE OF 81.00 FEET SOUTH OF AND PARALLEL TO THE SOUTH LINE OF ELM STREET; THENCE EAST PARALLEL WITH THE SOUTH LINE OF ELM STREET, A DISTANCE OF 14.00 FEET; THENCE SOUTH PARALLEL WITH THE WEST LINE OF SAID EAST 106.00 FEET, A DISTANCE OF 49.81 FEET TO A POINT; THENCE WEST, A DISTANCE OF 4.00 FEET; THENCE NORTH PARALLEL WITH THE WEST LINE OF SAID EAST 106.00 FEET, A DISTANCE OF 45.84 FEET; THENCE WEST PARALLEL WITH THE SOUTH LINE OF ELM STREET, 10.00 FEET TO THE WEST LINE OF SAID EAST 106.00 FEET; THENCE NORTH ALONG THE WEST LINE OF SAID EAST 106.00 FEET, A DISTANCE OF 4.00 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 6:

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

PARCEL 9:

LOT 1 IN PROUTY HOMESTEAD SUBDIVISION OF ALL OF BLOCKS 24 AND 25, LYING NORTHEASTERLY OF THE RIGHT OF WAY OF THE CHICAGO AND MILWAUKEE ELECTRIC RAILROAD, EXCEPT THE NORTH 211 FEET OF SAID BLOCK 24 ALSO THE WEST 3 FEET OF THE NORTH 211 FEET OF SAID BLOCK 24, ALL IN WINNETKA, A SUBDIVISION BY CHARLES E. PECK OF THE NORTHEAST 1/4 OF SECTION 20, AND THE FRACTIONAL NORTH 1/2 OF FRACTIONAL SECTION 21, ALL IN TOWNSHIP 42 N, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THAT PART OF SAID LOT 1 DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTH LINE OF SAID LOT 1, 153.5 FEET OF THE NORTHWEST CORNER OF SAID LOT 1, THENCE EAST ALONG THE NORTH LINE OF SAID LOT 1, 44.35 FEET, THENCE SOUTH PARALLEL WITH THE EAST LINE OF SAID LOT 1, 72 FEET, THENCE WEST PARALLEL WITH THE NORTH LINE OF SAID LOT 1, 44.35 FEET THENCE NORTH 72 FEET MORE OR LESS TO THE POINT OF BEGINNING; ALSO EXCEPT THAT PART OF SAID LOT 1 LYING SOUTHWESTERLY OF A LINE DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE NORTH LINE OF SAID LOT 1, BEING THE SOUTH LINE OF ELM STREET, 110.79 FEET EAST OF THE NORTHWEST CORNER OF SAID LOT 1 AND RUNNING THENCE SOUTHEASTERLY PARALLEL WITH SAID 93 FEET NORTHEASTERLY OF AS MEASURED AT RIGHT ANGLES TO THE SOUTHWESTERLY LINE OF SAID LOT 1 62.41 FEET TO A POINT OF CURVE, THENCE SOUTHEASTERLY ALONG A CURVED LINE CONVEX NORTHEASTERLY AND HAVING A RADIUS OF 1163 FEET, 17.1 FEET AS MEASURED ALONG THE CHORD OF SAID CURVE TO A POINT IN A LINE DRAWN PARALLEL WITH THE EAST LINE OF SAID LOT 1 FROM A POINT IN THE NORTH LINE OF SAID LOT 1, 153.5 FEET EAST OF THE NORTHWEST CORNER OF SAID LOT 1, THENCE SOUTH ALONG SAID PARALLEL LINE, 5.20 FEET TO A POINT 72 FEET SOUTH OF THE NORTH LINE OF SOUTH LOT 1, THENCE EAST PARALLEL WITH THE NORTH LINE OF SAID LOT 1, 3.20 FEET TO A POINT OF INTERSECTION WITH THE PROLONGATION OF A CURVED LINE OF 1163

FEET RADIUS HEREIN BEFORE DESCRIBED, THENCE SOUTHEASTERLY ALONG SAID CURVED LINE 105.94 FEET AS MEASURED ALONG THE CHORD TO A POINT IN THE EAST LINE OF SAID LOT 1, 46.35 FEET NORTH OF THE SOUTH LINE OF THE NORTH 211 FEET OF BLOCK 24;

AND ALSO EXCEPT THAT PART OF LOT 1 DESCRIBED AS FOLLOWS:

BEGINNING IN THE NORTH LINE OF SAID LOT 1, 197.85 FEET EAST OF THE NORTHWEST CORNER THEREOF; THENCE EAST ALONG SAID NORTH LINE 10 FEET TO THE NORTHWEST CORNER OF SAID LOT 1; THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 1 TO A POINT 46.35 FEET NORTH OF THE SOUTH LINE OF THE NORTH 211 FEET OF BLOCK 24 AFORESAID; THENCE NORTHWESTERLY ALONG A CURVED LINE CONVEX TO THE NORTHEAST WITH A RADIUS OF 11.63 FEET, 105.94 FEET TO THE INTERSECTION OF SAID CURVED LINE WITH A LINE DRAWN 72 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID LOT 1 AT A POINT 51.15 FEET WEST OF THE EAST LINE OF SAID LOT 1; THENCE EAST ALONG SAID PARALLEL LINE 41.15 FEET; THENCE NORTH PARALLEL WITH SAID EAST LINE TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Pins: 05-21-109-003-0000; 05-21-109-017-0000; 05-20-213-006-0000; 05-20-213-005-0000; 05-21-109-012-0000

Common addresses: 714 Elm Street, Winnetka, Illinois 60093; 718 Elm Street, Winnetka, Illinois 60093; 740 Elm Street, Winnetka, Illinois 60093; 515 Lincoln Avenue, Winnetka, Illinois 60093.

EXHIBIT B

VILLAGE / ROMSPEN / MCNAUGHTON SETTLEMENT AGREEMENT

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This **Settlement Agreement and Mutual Release** (“**Agreement**”) is made and entered into this ____ day of _____, 2021, between and among the Village of Winnetka, an Illinois home rule municipal corporation (“**Village**”), Romspen Mortgage Limited Partnership, a Canadian limited partnership (“**Romspen**”), and Ryan McNaughton, solely as court appointed receiver (“**McNaughton**”) (the Village, Romspen, and McNaughton are, collectively, the “**Parties**”).

WHEREAS, pursuant to a mortgage foreclosure action in the United States District Court for the Northern District of Illinois, Case No. 19 CV 5610 (“**Foreclosure Action**”), Romspen is the record owner of the properties commonly known as 511-515 Lincoln Avenue, 714-732 Elm Street, and 740 Elm Street in the Village, and legally described at **Exhibit A** to this Agreement (“**Property**”); and

WHEREAS, SB One Winnetka and SB Winnetka (collectively, “**SB Winnetka Parties**”) were the record owners of the Property prior to the Foreclosure Action; and

WHEREAS, McNaughton was the court-appointed receiver for the Property during the Foreclosure Action and is now the property manager for the Property; and

WHEREAS, on July 11, 2019, the Village filed a complaint against the SB Winnetka Parties, Romspen, and other parties of interest, in the Circuit Court of Cook County, Illinois, Case No. 19 M2 002942, seeking relief pursuant to the Illinois Unsafe Property Statute, 65 ILCS 5/11-31-1 and the Village’s municipal code, concerning allegations of unsafe conditions and ongoing code violations at the Property, which case is currently pending (“**Unsafe Property Action**”); and

WHEREAS, on March 16, 2021, Romspen and McNaughton filed a complaint against the Village in the Circuit Court of Cook County, Case No. 21 L 002863, seeking relief against the Village concerning allegations of tortious interference with the prospective sale of the Property (“**Tort Action**”), which case is currently pending (the Unsafe Property Action and the Tort Action are, collectively, the “**Litigation**”); and

WHEREAS, Romspen disputes any liability for the claims alleged in the Unsafe Property Action, and the Village disputes any liability for the claims alleged in the Tort Action; and

WHEREAS, in order to avoid the time, expense, and uncertainty of further litigation, the Parties desire to fully and finally settle the claims asserted in the Litigation, only in conjunction with a separate Settlement Agreement and Mutual Release that the Village and the SB Winnetka Parties are simultaneously entering into to fully and finally settle claims asserted in the Tort Action as between those parties (“**SB Agreement**”), as well as all other actual and potential claims between and among the Parties arising out of or in any way related to the Litigation, without the Parties thereby admitting any unlawful activity or liability to each other; and

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises hereinafter set forth in this Agreement, and for other good and valuable

consideration stated herein, the adequacy of which is hereby acknowledged, the Parties agree as follows:

1. Payment. In consideration of the undertakings in this Agreement, including the release of all claims by the Village pursuant to the Unsafe Property Action, Romspen agrees to pay the Village the total sum of \$130,000.00 USD to resolve all open issues concerning the Property as to Romspen as of the date of this Agreement, including, without limitation, fines, attorneys' fees, and past-due utility costs ("**Settlement Amount**"). Romspen acknowledges and agrees that the payment to the Village of the Settlement Amount pursuant to this Agreement is not contingent on Romspen or the SB Winnetka Parties applying for or receiving any permit, approval, or other action by the Village concerning the Property, including, without limitation, any requests for zoning, development, or entitlement approvals concerning the Property.

2. Forbearance. The Village acknowledges and agrees that, except for receipt of the Settlement Amount, the Village voluntarily waives and will not seek any fines against Romspen arising out of or relating to any unsafe conditions or code violations existing at the Property as of the Effective Date of this Agreement ("**Effective Date Conditions**"). The Village further acknowledges and agrees that for a period ("**Forbearance Period**") ending on the earlier of (i) 270 days after the date on which the SB Winnetka Parties present their concept plan for the future development of the Property to the Village Council or (ii) the date that is 120 days after the date on which the Village takes final action to approve or deny the SB Winnetka Parties' application for the future development for the Property, or (iii) the date that is 120 days after the date on which the SB Winnetka Parties "**abandon**" their application for the future development for the Property, the Village will not initiate any new claims arising out of or relating to any of the Effective Date Conditions. For purposes of this agreement, "**abandon**" means the failure of the applicant to comply with the applicable filing deadlines in the Winnetka Zoning Ordinance or the failure of the applicant to take action to prosecute the application for a period in excess of 30 days. During the Forbearance Period, Romspen may submit proposals to the Village concerning the resolution of any unsafe conditions or code violations at the Property, and the Parties may, by mutual agreement, extend the Forbearance Period to allow for further consideration and implementation of these proposals. The Village does not waive, and expressly retains the right to seek, remediation and any related penalties and costs for alleged unsafe conditions or code violations at the Property (1) that did not exist on or prior to the Effective Date and solely arose after the Effective Date, (2) related to Effective Date Conditions that remain uncorrected as of the end of the Forbearance Period, and (3) that constitute an imminent threat to the public health and safety, including, without limitation, the accumulation of material amounts of standing water within the structure(s) on the Property.

3. Dismissal Orders. Pursuant to the order of actions provided in Section 4 of this Agreement, and the terms of the SB Agreement, the Parties will enter the following agreed dismissal orders with the appropriate court ("**Dismissal Orders**"):

A. Dismissal of Unsafe Property Action. The Village will enter an agreed dismissal order in the form provided in **Exhibit B** to this Agreement dismissing the Unsafe Property Action with prejudice ("**Village Dismissal Order**"), with each party bearing its own costs and fees except for the Settlement Amount, and the court retaining jurisdiction solely for the purpose of enforcing the terms of this Agreement; and

B. Dismissal of Tort Action. Romspen and McNaughton will enter an agreed dismissal order in the form of **Exhibit C** to this Agreement dismissing the Tort Action with prejudice ("**Tort Dismissal Order**"), with each party bearing its own costs and fees, and the court retaining jurisdiction solely for the purpose of enforcing the terms of this Agreement;

C. Signatures. Each Party will execute the Dismissal Orders in the space(s) provided in Exhibits B and C and will include the executed Dismissal Orders with their executed original or counterpart of this Agreement.

D. Enforceability. Each Dismissal Order will provide that the court will retain jurisdiction solely for the purpose of enforcing this Agreement.

4. Effective Date; Order of Actions.

A. The effective date of this Agreement ("**Effective Date**") will be the date that (i) the Parties have provided to the other their executed signed original or counterpart of this Agreement, including the signed Dismissal Orders and (ii) the parties to the SB Agreement have provided to each other their executed signed original or counterpart of the SB Agreement, including the signed Village Dismissal Order.

B. No later than five business days after the Effective Date, Romspen will deliver the Settlement Amount to the Village in care of Peter Friedman, Village Attorney, Elrod Friedman LLP, 325 N. LaSalle St., Suite 450, Chicago, IL 60654.

C. No later than five business days after the Village's receipt of (i) the Settlement Amount pursuant to Subsection 3.B of this Agreement and the settlement amount pursuant to the SB Agreement, Romspen and the Village will deliver the Dismissal Orders to the respective courts via electronic mail with copies to all counsel, and will diligently follow up with the respective courts to obtain court-stamped copies of the entered court-stamped Dismissal Orders.

D. The Village acknowledges receipt of the SB Winnetka Parties concept plan submission to the Village on _____, 2021. Promptly after the Village's receipt of (i) the entered court-stamped Romspen Dismissal Order and (ii) the entered court-stamped Village Dismissal Order pursuant to the SB Agreement, the Village will schedule concept plan presentation at a subsequent regularly-scheduled meeting of the Village Council pursuant to the applicable provisions of the Village Municipal Code for the purpose of the SB Winnetka Parties' presentation of a concept plan for the future development of the Property.

5. Mutual Release. Each Party, for and on behalf of itself and its heirs, executors, personal representatives, agents, successors and assigns, acknowledges full and complete satisfaction of, and fully and forever releases, acquits, and discharges each Party and their respective heirs, executors, officers, directors, employees, personal representatives, agents, attorneys, successors and assigns, including, without limitation, Village President Rintz and all Village trustees, board members, and any other Village officials (collectively, the "**Releasees**") from any and all claims, causes of action, demands, liabilities, damages, obligations, and debts (collectively referred to as "**Claims**"), of every kind and nature,

whether known or unknown, suspected or unsuspected, or fixed or contingent, which any Party holds or at any time previously held against any other Party, or any of them, arising out of or in any way related to the Litigation (with the exception of breaches of this Agreement), or under any other statute, rule or common law provision, including any claim for civil penalties arising from the facts alleged in the Litigation, through the date of this Agreement. The mutual release provided in this Section shall be effective only upon receipt of the court-stamped Dismissal Orders entered by the respective courts in the Litigation pursuant to this Agreement and the SB Agreement.

6. No Admission of Liability. It is understood and agreed that nothing contained herein shall be construed as an admission of liability on the part of any of the Parties, their respective Releasees, or any of them, such liability having been expressly denied. No inducements or representations have been made by any agent or attorney of any Party hereby released as to the legal liability or other responsibility of any party claimed responsible, and it is agreed that this release applies to known or unknown attorney's fees, costs and expenses incurred by any Party in the Litigation, and is intended to be a full and complete disposition of the entire claims and/or causes of the Parties.

7. Maintenance of Property. The Parties understand and agree that the Property must be secured and kept and maintained in compliance with all applicable Village codes and regulations moving forward. The Parties acknowledge that there may currently be Village or other code violations on or affecting the Property. The Village retains the right to seek relief for any violations resulting from conditions at the Property as provided in Section 2 of this Agreement. In order to facilitate the maintenance of the Property in compliance with all applicable Village codes and regulations, and to foster effective communication concerning the maintenance of the Property, the Parties understand and agree as follows:

A. Utility Connections and Service Payments. To the extent that utility services are being provided to the Property, or any portion of the Property, such utility connections must be maintained by Romspen at all times in a proper and lawful condition, and bills for Village water and electric utility service to the Property must be timely paid as provided in the Village invoices for such utility service. Notwithstanding the foregoing, this Agreement does not broaden any Parties' rights or remedies in relation to utility services and/or payment requirements.

B. Fire Protection. Romspen shall provide that the fire protection improvements installed at the Property pursuant to the court's direction in the Unsafe Property Action shall be maintained and operable at all times until the start of new construction on the Property and as required pursuant to applicable Village codes and regulations.

C. Window Treatments. Romspen will install and maintain window blinds, vinyl or other similarly opaque temporary window coverings, or other similar window treatments on first floor, street front-facing windows of the Property in a manner that prevents any portion of the window openings from being open or exposed and provides a uniform appearance for all street front-facing windows at the Property, as will be reviewed and approved by the Village's Director of Community Development, which approval shall not be unreasonably withheld or delayed.

D. Mutual Communication; Emergency Contacts. In order to promptly address and resolve maintenance and code compliance issues at the Property, the Parties agree to designate representatives authorized to communicate and act on behalf of each Party at the Property, including, without limitation, that each Party will designate and provide a mobile telephone number and email address for an emergency contact who will be available 24 hours a day, 7 days a week, to address any emergencies concerning the Property.

E. Discharge of Receiver; Foreclosure Action; Utility Billing. The Parties understand and agree that McNaughton has been discharged as receiver for the Property in the Foreclosure Action as of _____ - ("**Discharge Date**"). McNaughton agrees to ensure payment of any open invoices for Village utility service to the Property that McNaughton incurred as receiver prior to the Discharge Date. Romspen and McNaughton acknowledge and agree that, as of the Effective Date, McNaughton serves as property manager for the Property and will receive and pay on Romspen's behalf all invoices for Village utility service incurred at the Property from and after the Discharge Date.

8. Breach of Agreement. The Parties understand and agree that if any of them is found by a court of law to have breached any provision of this Agreement, then the breaching party shall be liable to the other Parties for all damages caused by the breach, including, but not limited to, all costs and attorney's fees incurred by said parties in enforcing their rights hereunder.

9. Severability. The provisions of this Agreement are fully severable. If any provision of this Agreement is determined to be invalid or unenforceable for any reason, such invalidity or unenforceability will not affect the validity or enforceability of any of the other provisions of the Agreement.

10. Entire Agreement; Modification. This Agreement constitutes the sole and entire agreement between the Parties with respect to the subject matter hereof; supersedes any and all prior or contemporaneous agreements, discussions or representations, oral or written, with respect to said subject matter; and cannot be amended except in a writing which specifically refers to this Agreement and is signed by each of the Parties hereto. Specifically, and without limitation of the foregoing, no promise has been made to pay or give any Party any greater or further consideration other than as stated in this Agreement.

11. Successors and Assigns. This Agreement shall be binding upon, and shall inure to the benefit of, each of the Parties and their respective heirs, executors, personal representatives, successors and assigns.

12. No Effect on Third Parties. The terms and conditions, covenants, agreements, powers, privileges, and notices of authorization contained herein shall be binding upon and shall inure only to the benefit of the Parties and their respective successors, assigns, heirs, agents, and attorneys including, without limitation, any of the Releasees. No person other than Parties hereto shall be authorized to rely upon the contents of this Agreement or be deemed a beneficiary hereof.

13. Governing Law and Jurisdiction. The Parties agree that the respective divisions of the Circuit Court of Cook County, Illinois in which the Litigation proceeded will

each retain jurisdiction over their portion of the Litigation for the sole purpose of enforcing the provisions of this Agreement, and that Cook County, Illinois will continue to be the venue for any lawsuit arising out of or relating to this Agreement. This Agreement and any amendments hereto shall be governed by, and construed in accordance with, the laws of the State of Illinois, without regard to conflict of law principles.

14. Non-Waiver. The failure of any Party to this Agreement to exercise or enforce any provisions of this Agreement on one or more occasions will not be deemed a waiver of such provision, nor will a waiver of any provision on one occasion affect a party's right to enforce such provision fully on other occasions. Any waiver must be in writing and signed by the party waiving its right in order to be valid and enforceable.

15. Representation by Counsel and Drafting. Each of the Parties acknowledges that it has either been represented by or had access to competent legal counsel of its own choosing both in connection with the Litigation and in connection with the negotiations, drafting, and execution of this Agreement. Accordingly, the language used in this Agreement will be deemed to be language chosen by all Parties to express their mutual intent, and no rule of strict construction against any Party will apply to any term or condition of this Agreement.

16. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which, taken together, shall constitute a single instrument.

17. Captions. The section headings in the Agreement are for convenience and reference only and shall not in any way affect the meaning or interpretation of the Agreement.

18. Warranty of Authority. Each party executing this Agreement warrants to the others that it has the authority to act for and bind the party for which/whom it executes this Agreement.

19. Severability. If, after the date hereof, any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term of this Agreement, such provision shall be fully severable, and the remainder of the Agreement shall be fully enforceable

20. Free and Voluntary Acts. The Parties acknowledge and agree that each Party enters into this Agreement as a free and voluntary act, with full knowledge of its legal consequences. No Party has relied on any information or representations which are not set forth in this Agreement.

21. Satisfactory Documentation. Parties hereto agree to execute such other documents and to take such other action as may be reasonably necessary to further the purposes of this Agreement.

22. Exculpation. This Agreement is executed by Ryan McNaughton, not individually, but solely as Receiver for the Property in the exercise of power and authority conferred upon and vested in him as Receiver by the Court. By executing this Agreement, all parties agree that no personal liability or responsibility is assumed by or shall at any time

be asserted or enforced against Receiver or his successors, assigns, affiliates, or agents; all such personal liability and responsibility, if any, being expressly waived and released by said such parties.

In witness whereof, the Parties have duly executed this Agreement, consisting of eight typewritten pages including Exhibits A and B to this Agreement, as of the day and year below written.

VILLAGE OF WINNETKA

ROMSPEN MORTGAGE LIMITED
PARTNERSHIP

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

RYAN MCNAUGHTON, solely as court
appointed receiver

Date: _____

EXHIBIT A

PARCEL 1:

THE EAST 106 FEET OF THE WEST 109 FEET OF THE NORTH 251 FEET OF BLOCK 24 OF WINNETKA, BEING A SUBDIVISION OF THE NORTH EAST QUARTER OF SECTION 20 AND THE NORTH HALF OF FRACTIONAL SECTION 21, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THEREFROM THE NORTH 40 FEET TAKEN FOR ELM STREET) ALSO (EXCEPT THAT PART THEREOF DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON WEST LINE OF SAID EAST 106 FEET AT A DISTANCE OF 85 FEET SOUTH OF SOUTH LINE OF ELM STREET THENCE EAST PARALLEL WITH SOUTH LINE OF ELM STREET 10 FEET THENCE SOUTH PARALLEL WITH THE WEST LINE OF SAID EAST 106 FEET A DISTANCE OF 45.84 FEET TO THE NORTH WALL OF A ONE STORY BRICK BUILDING; THENCE WEST ALONG NORTH WALL OF SAID BRICK BUILDING 10 FEET TO WEST LINE OF SAID EAST 106 FEET; THENCE NORTH ALONG THE WEST LINE OF SAID EAST 106 FEET A DISTANCE OF 46 FEET TO PLACE OF BEGINNING) ALSO (EXCEPT THAT PART THEREOF DESCRIBED AS FOLLOWS:

BEGINNING AT SOUTH WEST CORNER OF THE ABOVE DESCRIBED PROPERTY AND RUNNING THENCE NORTH ALONG WEST LINE THEREOF 46.35 FEET TO INTERSECTION WITH A CURVED LINE OF 1163 FOOT RADIUS CONVEX NORTHEASTERLY; THENCE SOUTHEASTERLY ALONG SAID CURVED LINE OF 1163 FOOT RADIUS, 25.88 FEET, AS MEASURED ALONG THE CHORD TO A POINT OF REVERSE CURVE; THENCE SOUTHERLY ALONG A CURVED LINE OF 1087 FEET RADIUS CONVEX SOUTHWESTERLY 25.69 FEET MEASURED ALONG THE CHORD TO A POINT IN SOUTH LINE OF AFORESAID EAST 106 FEET OF WEST 109 FEET OF THE NORTH 251 FEET OF BLOCK 24 WINNETKA, 22.26 FEET EAST OF THE SOUTHWEST CORNER THEREOF AND THENCE WEST ALONG SAID SOUTH LINE 22.26 FEET TO PLACE OF BEGINNING) ALSO, THE EAST 54 FEET OF THE WEST 163 FEET OF THE NORTH 211 FEET OF THAT PART OF BLOCK 24 OF CHARLES E. PECK'S SUBDIVISION LYING SOUTH OF THE SOUTH LINE OF ELM STREET IN WINNETKA IN FRACTIONAL SECTION 21, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCEL 1 CREATED BY GRANT FROM KATHARINE ROACH JACKSON AND HER HUSBAND TO AYRES BOAL, JR., AS TRUSTEE UNDER LAST WILL AND TESTAMENT OF LESLEY J . BOAL, DECEASED, DATED DECEMBER 4, 1950 AND RECORDED DECEMBER 4, 1950 AS DOCUMENT 14965696 AND FILED IN REGISTRAR OFFICE OF COOK COUNTY, ILLINOIS ON DECEMBER 4, 1950 AS DOCUMENT LR1329741 FOR LIGHT AND AIR AND FOR INGRESS AND EGRESS FOR PEDESTRIAN USE ONLY (INCLUDING RIGHT TO OPEN WINDOWS IN ANY PRESENT OR FUTURE WALLS ON GRANTEE'S PROPERTY ADJOINING) OVER THAT PORTION OF LOT 1 AND AN EASEMENT FOR UNDERGROUND PUBLIC UTILITIES UNDER SAID PORTION OF LOT 1 DESCRIBED AS FOLLOWS: THAT PORTION OF LOT 1 IN PROUTY'S HOMESTEAD SUBDIVISION OF PARTS OF BLOCKS 24 AND 25 OF WINNETKA, A SUBDIVISION OF THE NORTHEAST QUARTER OF SECTION 20 AND THE NORTH HALF OF FRACTIONAL SECTION 21, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON EAST LINE OF LOT 1, 131 FEET SOUTH OF SOUTH LINE OF ELM STREET, THENCE SOUTH ALONG EAST LINE OF SAID LOT 1, 33.65 FEET TO NORTHEASTERLY LINE OF LINCOLN AVENUE; THENCE NORTHWESTERLY ALONG NORTHEASTERLY LINE OF LINCOLN AVENUE A DISTANCE OF 37.83 FEET TO A POINT DUE WEST OF THE PLACE OF BEGINNING; THENCE EAST PARALLEL WITH SOUTH LINE OF ELM STREET A DISTANCE OF 17.29 FEET TO PLACE OF BEGINNING), IN COOK COUNTY, ILLINOIS

PARCEL 3:

THAT PART OF LOT 1 IN PROUTY HOMESTEAD SUBDIVISION OF ALL OF BLOCKS 24 AND 25, LYING NORTHEASTERLY OF THE RIGHT OF WAY OF THE CHICAGO AND MILWAUKEE ELECTRIC RAILROAD, EXCEPT THE NORTH 211.00 FEET OF SAID BLOCK 24, ALSO THE WEST 3.00 FEET OF THE NORTH 211.00 FEET OF SAID BLOCK 24, ALL IN WINNETKA, A SUBDIVISION BY CHARLES E. PECK OF THE NORTHEAST 1/4 OF SECTION 20, AND THE FRACTIONAL NORTH 1/2 OF FRACTIONAL SECTION 21, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING IN THE NORTH LINE OF SAID LOT, 197.85 FEET EAST OF THE NORTHWEST CORNER THEREOF; THENCE EAST ALONG SAID NORTH LINE 10.00 FEET TO THE NORTHEAST CORNER OF SAID LOT; THENCE SOUTH ALONG THE EAST LINE OF SAID LOT TO A POINT 46.35 FEET NORTH OF THE SOUTH LINE OF THE NORTH 211.00 FEET OF BLOCK 24 AFORESAID; THENCE NORTHWESTERLY ALONG A CURVED LINE CONVEX TO THE NORTHEAST, WITH A RADIUS OF 1163.00 FEET, 105.94 FEET TO THE INTERSECTION OF SAID CURVED LINE, WITH A LINE DRAWN 72.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID LOT AT A POINT 51.15 FEET WEST OF THE EAST LINE OF SAID LOT; THENCE EAST ALONG SAID PARALLEL LINE, 41.15 FEET; THENCE NORTH PARALLEL WITH SAID EAST LINE TO THE PLACE OF BEGINNING, IN THE VILLAGE OF WINNETKA, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

THAT PART OF THE EAST 106.00 FEET OF THE WEST 109.00 FEET OF THE NORTH 251.00 FEET (EXCEPT THE NORTH 40.00 FEET TAKEN FOR ELM STREET) OF BLOCK 24 IN WINNETKA, BEING A SUBDIVISION OF THE NORTHEAST 1/4 OF SECTION 20 AND THE NORTH 1/2 OF FRACTIONAL SECTION 21, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE WEST LINE OF SAID EAST 106.00 FEET AT A DISTANCE OF 85.00 FEET SOUTH OF THE SOUTH LINE OF ELM STREET; THENCE EAST PARALLEL WITH THE SOUTH LINE OF ELM STREET, 10.00 FEET; THENCE SOUTH PARALLEL WITH THE WEST LINE OF SAID EAST 106.00 FEET, A DISTANCE OF 45.84 FEET TO A POINT; THENCE WEST 10.00 FEET TO THE WEST LINE OF SAID EAST 106.00 FEET; THENCE NORTH ALONG THE WEST LINE OF SAID EAST 106.00 FEET, A DISTANCE OF 46.00 FEET TO THE PLACE OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 5:

EASEMENT FOR THE BENEFIT OF THE ABOVE PARCEL AS CREATED BY DEED FROM AYRES BOAL JR., TRUSTEE UNDER THE LAST WILL AND TESTAMENT OF LESLEY J. BOAL, DECEASED, TO KATHERINE ROACH JACKSON DATED DECEMBER 4, 1950 AND RECORDED DECEMBER 4, 1950 AS DOCUMENT 14965695 FOR INGRESS AND EGRESS, LIGHT AND AIR

OVER A STRIP OF LAND 4.00 FEET WIDE, AND FOR UNDERGROUND PUBLIC UTILITIES UNDER SAID 4.00 FEET STRIP, WHICH 4.00 FEET STRIP IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE WEST LINE OF SAID EAST 106.00 FEET AT A DISTANCE OF 81.00 FEET SOUTH OF AND PARALLEL TO THE SOUTH LINE OF ELM STREET; THENCE EAST PARALLEL WITH THE SOUTH LINE OF ELM STREET, A DISTANCE OF 14.00 FEET; THENCE SOUTH PARALLEL WITH THE WEST LINE OF SAID EAST 106.00 FEET, A DISTANCE OF 49.81 FEET TO A POINT; THENCE WEST, A DISTANCE OF 4.00 FEET; THENCE NORTH PARALLEL WITH THE WEST LINE OF SAID EAST 106.00 FEET, A DISTANCE OF 45.84 FEET; THENCE WEST PARALLEL WITH THE SOUTH LINE OF ELM STREET, 10.00 FEET TO THE WEST LINE OF SAID EAST 106.00 FEET; THENCE NORTH ALONG THE WEST LINE OF SAID EAST 106.00 FEET, A DISTANCE OF 4.00 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 6:

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

PARCEL 9:

LOT 1 IN PROUTY HOMESTEAD SUBDIVISION OF ALL OF BLOCKS 24 AND 25, LYING NORTHEASTERLY OF THE RIGHT OF WAY OF THE CHICAGO AND MILWAUKEE ELECTRIC RAILROAD, EXCEPT THE NORTH 211 FEET OF SAID BLOCK 24 ALSO THE WEST 3 FEET OF THE NORTH 211 FEET OF SAID BLOCK 24, ALL IN WINNETKA, A SUBDIVISION BY CHARLES E. PECK OF THE NORTHEAST 1/4 OF SECTION 20, AND THE FRACTIONAL NORTH 1/2 OF FRACTIONAL SECTION 21, ALL IN TOWNSHIP 42 N, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THAT PART OF SAID LOT 1 DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTH LINE OF SAID LOT 1, 153.5 FEET OF THE NORTHWEST CORNER OF SAID LOT 1, THENCE EAST ALONG THE NORTH LINE OF SAID LOT 1, 44.35 FEET, THENCE SOUTH PARALLEL WITH THE EAST LINE OF SAID LOT 1, 72 FEET, THENCE WEST PARALLEL WITH THE NORTH LINE OF SAID LOT 1, 44.35 FEET THENCE NORTH 72 FEET MORE OR LESS TO THE POINT OF BEGINNING; ALSO EXCEPT THAT PART OF SAID LOT 1 LYING SOUTHWESTERLY OF A LINE DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE NORTH LINE OF SAID LOT 1, BEING THE SOUTH LINE OF ELM STREET, 110.79 FEET EAST OF THE NORTHWEST CORNER OF SAID LOT 1 AND RUNNING THENCE SOUTHEASTERLY PARALLEL WITH SAID 93 FEET NORTHEASTERLY OF AS MEASURED AT RIGHT ANGLES TO THE SOUTHWESTERLY LINE OF SAID LOT 1 62.41 FEET TO A POINT OF CURVE, THENCE SOUTHEASTERLY ALONG A CURVED LINE CONVEX NORTHEASTERLY AND HAVING A RADIUS OF 1163 FEET, 17.1 FEET AS MEASURED ALONG THE CHORD OF SAID CURVE TO A POINT IN A LINE DRAWN PARALLEL WITH THE EAST LINE OF SAID LOT 1 FROM A POINT IN THE NORTH LINE OF SAID LOT 1, 153.5 FEET EAST OF THE NORTHWEST CORNER OF SAID LOT 1, THENCE SOUTH ALONG SAID PARALLEL LINE, 5.20 FEET TO A POINT 72 FEET SOUTH OF THE NORTH LINE OF SOUTH LOT 1, THENCE EAST PARALLEL WITH THE NORTH LINE OF SAID LOT 1, 3.20 FEET TO A POINT OF INTERSECTION WITH THE PROLONGATION OF A CURVED LINE OF 1163

FEET RADIUS HEREIN BEFORE DESCRIBED, THENCE SOUTHEASTERLY ALONG SAID CURVED LINE 105.94 FEET AS MEASURED ALONG THE CHORD TO A POINT IN THE EAST LINE OF SAID LOT 1, 46.35 FEET NORTH OF THE SOUTH LINE OF THE NORTH 211 FEET OF BLOCK 24;

AND ALSO EXCEPT THAT PART OF LOT 1 DESCRIBED AS FOLLOWS:

BEGINNING IN THE NORTH LINE OF SAID LOT 1, 197.85 FEET EAST OF THE NORTHWEST CORNER THEREOF; THENCE EAST ALONG SAID NORTH LINE 10 FEET TO THE NORTHWEST CORNER OF SAID LOT 1; THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 1 TO A POINT 46.35 FEET NORTH OF THE SOUTH LINE OF THE NORTH 211 FEET OF BLOCK 24 AFORESAID; THENCE NORTHWESTERLY ALONG A CURVED LINE CONVEX TO THE NORTHEAST WITH A RADIUS OF 11.63 FEET, 105.94 FEET TO THE INTERSECTION OF SAID CURVED LINE WITH A LINE DRAWN 72 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID LOT 1 AT A POINT 51.15 FEET WEST OF THE EAST LINE OF SAID LOT 1; THENCE EAST ALONG SAID PARALLEL LINE 41.15 FEET; THENCE NORTH PARALLEL WITH SAID EAST LINE TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Pins: 05-21-109-003-0000; 05-21-109-017-0000; 05-20-213-006-0000; 05-20-213-005-0000; 05-21-109-012-0000

Common addresses: 714 Elm Street, Winnetka, Illinois 60093; 718 Elm Street, Winnetka, Illinois 60093; 740 Elm Street, Winnetka, Illinois 60093; 515 Lincoln Avenue, Winnetka, Illinois 60093.

EXHIBIT B

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
MUNICIPAL DEPARTMENT, SECOND DISTRICT

VILLAGE OF WINNETKA,	)	
Plaintiff,	)	
	)	Case No. 2019 M2 002942
v.	)	
	)	
SB ONE WINNETKA et al.,	)	
	)	
Defendants.	)	

AGREED ORDER

This cause coming to be heard, the parties being in agreement, and the Court being advised in the premises, it is hereby ordered that:

1. This matter is dismissed with prejudice pursuant to settlement, with each party to bear its own costs and attorneys' fees except as provided in the Settlement Agreement and Mutual Release executed between and among the Village, SB One Winnetka, and SB Winnetka ("***SB Settlement Agreement***") and the Settlement Agreement and Mutual Release executed between and among the Village, Romspen, and McNaughton, solely as court-appointed receiver ("***Romspen Settlement Agreement***").
2. Any previously-scheduled status dates are hereby stricken. The court retains jurisdiction of this matter for the sole purpose of enforcement of the SB Settlement Agreement and the Romspen Settlement Agreement as they relate to this action.
3. This order is final and not appealable.

Agreed:

Village of Winnetka

SB One Winnetka LLC/SB Winnetka LLC

Romspen Mortgage L.P.

Ryan McNaughton, solely as court-
appointed receiver

ENTERED:

Prepared by
Peter M. Friedman
Elrod Friedman LLP
325 N. LaSalle St., Suite 450
Chicago, Illinois 60654
Phone: (312) 528-5200
peter.friedman@elrodfriedman.com

EXHIBIT C

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, LAW DIVISION

ROMSPEN MORTGAGE LIMITED	)	
PARTHERSNIP AND RYAN	)	
MCNAUGHTON, solely as receiver,	)	
	)	
Plaintiffs,	)	
	)	Case No. 2021 L 002863
v.	)	
	)	Judge Margaret Ann Brennan
VILLAGE OF WINNETKA,	)	
	)	
Defendant.	)	Calendar N

AGREED ORDER

This cause coming to be heard, the parties being in agreement, and the Court being advised in the premises, it is hereby ordered that:

1. This matter is dismissed with prejudice pursuant to settlement, with each party to bear its own costs and attorneys' fees except as provided in the Settlement Agreement and Mutual Release executed between and among the Village, Romspen, and Ryan McNaughton, solely as court-appointed receiver ("***Agreement***").
2. Any previously-scheduled status dates are hereby stricken. The court retains jurisdiction of this matter for the sole purpose of enforcement of the Agreement.
3. This order is final and not appealable.

Agreed:

Village of Winnetka

SB One Winnetka LLC/SB Winnetka LLC

Romspen Mortgage L.P.

Ryan McNaughton, solely as court-
appointed receiver

ENTERED:

Prepared by
Peter M. Friedman
Elrod Friedman LLP
325 N. LaSalle St., Suite 450
Chicago, Illinois 60654
Phone: (312) 528-5200
peter.friedman@elrodfriedman.com



Agenda Item Executive Summary

Title: Resolution No. R-97-2021: Assignment and Change to Investment Management Agreement with BMO

Presenter: Timothy J. Sloth, Director of Finance

Agenda Date: 11/16/2021

Consent: ☐ YES ☒ NO

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

Item History:

On March 3, 2015 the Village Council approved an investment management agreement with BMO Harris Global Asset Management to manage the Village's investments. We were recently notified that BMO Harris is selling its asset management business to Columbia Threadneedle Investments, however our portfolio with BMO will not be included in the sale. Staff has researched three options and are recommending assigning the contract to Taplin, Canida and Habact.

Executive Summary:

Included with this executive summary is a memo to the Village Manager that details a recommendation to move the management of our investments to the firm Taplin, Canida & Habact, LLC (TCH). TCH is the preferred option for the following reasons:

- TCH has extensive experience in fixed income investing.
- They will honor the terms of the Village's existing investment management agreement.
- Extensive governmental client list including IMRF, TRS and the City of Naperville.
- Favorable references.
- No transaction costs, the Village will not have to break any investments.
- Custody of investments remains with Wells Fargo.

After moving to the new firm, staff will actively monitor TCH's investment performance and stands ready to conduct a more formalized search should TCH not meet expectations.

In conjunction with the investment management transition, Staff is currently working on updating the Village's investment policy, which will be brought to Council for consideration on December 7, 2021.

Recommendation:

1) Consider approving Resolution No. R-97-2021

Attachments:

1. Memo to Village Manager
2. Resolution No. R-97-2021: Assignment and Change to Investment Management Agreement with BMO

VILLAGE OF WINNETKA

MEMORANDUM

TO: ROBERT BAHAN, VILLAGE MANAGER
FROM: TIMOTHY J. SLOTH, FINANCE DIRECTOR
DATE: NOVEMBER 9, 2021
SUBJECT: BMO GLOBAL ASSET MANAGEMENT TRANSITION

This memo serves as a recommendation for the Village to execute the attached letter of consent and assign the Village's investment management agreement form BMO Harris - Global Asset Management to BMO Harris - Taplin, Canida & Habacht, LLC (TCH) / Loop Capital, LLC.

Background

In 2015 the Village secured BMO Global Asset Management (BMO-GAM) as the Village's investment manager. Since that time the Village has exclusively utilized BMO-GAM to manage Village cash reserves seeing our initial \$40 million investment grow to \$43,589,479 as of August 31, 2021. The terms of our existing Investment Management Agreement BMO-GAM specifies a favorable fee arrangement of 10 basis points (0.10%) with a minimum annual fee of \$25,000. The current custody arrangement with Wells Fargo would remain intact at 2.5 basis points with a minimum annual fee of \$10,000.

BMO Global Asset Management consists of several legally distinct entities all operating within the umbrella of BMO Global Asset Management. The Village was recently notified that part of the BMO Global Asset Management business, including the Village of Winnetka portfolio, was being sold off to Columbia Threadneedle Investments. This transaction is set to close at the end of the year. We were subsequently informed that Columbia Threadneedle was only picking up investment management services for clients that met certain thresholds, and the Village's portfolio and type of allowable investments did not qualify.

Working with the BMO-GAM Vice-President of Institutional Sales and Service, Meaghan Ryan, we were informed that the Village's existing contract could be assigned to another entity within the BMO Global Asset network to a firm called Taplin, Canida & Habact, LLC. (TCH). Through BMO Global Asset Management, TCH currently manages fixed income investments for several other municipal clients and retirement funds. TCH's notable list of clients includes the Illinois Municipal Retirement Fund, Teachers Retirement System (TRS) and the City of Naperville. It should be noted that as part of BMO's restructuring, TCH is in the process of being acquired by Loop Capital, LLC. This transaction is expected to close by year end.

In addition to the above option, Vice-President Ryan identified a second option where our investments would be managed directly through the local Winnetka BMO Harris branch (next door to Village Hall) through the BMO Wealth Management group. We explored both of these options along with a third firm called PMA Asset Management that works extensively with local government clients.

Review of Options

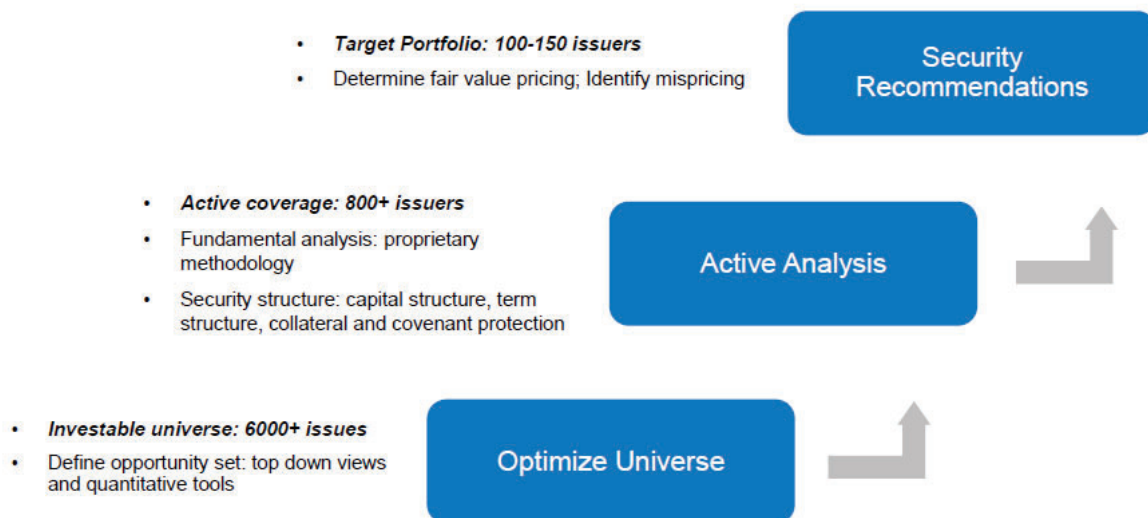
Option 1 – BMO-Harris Taplin, Canida & Habact, LLC. (TCH) / Loop Capital LLC

On August 24th we met with Adam Phillips, Co-Head of U.S. Fixed Income investments for Taplin, Canida & Habacht, LLC who outlined the firm's philosophies and investment strategies. Taplin, Canida & Habacht, LLC is a registered investment adviser located in Miami, Florida. The firm was founded in 1985 and specializes in fixed income account management. TCH renders investment management services primarily to institutions, such as retirement and pension accounts, government entities, trusts, estates, endowments and foundations. On July 27, 2021, BMO Asset Management Corp. announced that it has reached an agreement to sell TCH to Loop Capital LLC ("Loop Capital"). Loop Capital is based in Chicago and is a full-service investment bank, brokerage and advisory firm that provides capital solutions for corporate, governmental and institutional entities world-wide. Loop Capital was founded in 1997, and currently has over 175 employees across 20 offices. Loop financial has continued to expand their municipal banking services and is among the leading investment banks in the municipal advisory area.

After the acquisition, TCH will actively manage our accounts while remaining a distinct legal entity and operating subsidiary of Loop Capital. The deal is expected to close towards the end of the calendar year.

TCH currently has \$11.1 Billion in assets under management and utilizes an integrated team approach to investing which seeks to leverage the expertise of portfolio managers, analysts and traders. The average team member has 15 years of investment experience.

TCH as a firm places a heavy focus on investment risk management defining risk as both the absolute loss of an investment as well as a sustained underperformance of an asset relative to benchmark. TCH utilizes an in-depth research and selection process to evaluate potential investments and seeks to identify securities where the yield appears mispriced based on the issuer's underlying credit worthiness.



TCH has many notable governmental clients, including several located in Illinois:

- Chicago Teachers' Pension Fund
- City of Naperville
- Elgin Firefighters Pension Fund
- Florida State Board of Administration
- Gwinnett County Board of Education
- Hallandale Beach Police & Fire
- Hialeah Employees' Retirement System
- Illinois Municipal Retirement Fund
- Largo Police Officers & Firefighters
- Miami Dade College Surplus Funds
- New York City Police Retirement System
- Pennsylvania State Employees' Retirement System
- Public Health Trust of Miami-Dade County
- St. Johns River Power Park Pension Plan
- Tampa General Employees' Retirement Fund
- Teachers' Retirement System of the State of Illinois
- Village of Orland Park Police Pension Fund

There are no transaction costs or fees associated with moving our investments to TCH. Wells Fargo, who is the current custodian of Village funds for BMO Global Asset Management, would continue in this capacity.

The primary advantages to TCH are:

- They have extensive experience in fixed income investing.
- Chicago based (upon merger).
- They will honor the Village's current investment contract.
- Extensive governmental client list.
- No transaction costs.
- Positive references.

Option 2 – BMO Wealth Management

BMO Wealth Management (BMO WM) provides wealth management services to thousands of individuals, families, trusts, and institutions. BMO WM has over 13,000 clients with approximately \$50 Billion in assets under management. About 90% of these clients are either wealthy individuals, employee benefit or retirement trust accounts. The remaining 10% of the client portfolio are either foundations or endowment. BMO Wealth Management is part of the larger BMO Financial Group, the 8th largest bank in North America. BMO Financial Group has over 45,000 employees, 1,200 of which are with BMO WM.

BMO WM has access to a full array of investment options including:

- Fixed Income
- Equities
- Hedge Funds
- Private Markets

The Village's investment policy significantly restricts our ability to invest and limits us to fixed income and other investments of the highest grade (low risk).

BMO WM has access to extensive research capabilities including investment strategy formulation, traditional research, hedge fund research, private markets, equities, and fixed income trading.

The primary advantages to BMO Wealth Management are:

- They are local, literally right next door.
- Affiliation with BMO Financial.
- Extensive assets under management.
- They will honor the Village's current investment contract.

Significant concerns I have with BMO WM is that they are primarily focused on wealthy individuals, and not governmental entities. Also, fixed income is only a component of their investment services and not a primary service as it is with TCH or PMA.

Option 3 – PMA Asset Management, LLC

PMA Asset Management, LLC is focused on serving the investment needs of public entities, insurance companies and other institutional investors since 2002. PMA has over \$20 billion in assets under management. PMA's investment process is informed by in-depth research and guided by risk management.

PMA works with over 1,800 banks and savings institutions nationwide and over 20 primary and regional brokers for government and municipal securities. This extensive network allows PMA to search out and achieve competitive investment rates. Additionally, PMA performs extensive risk management and credit monitoring of all the institutions they work with. PMA works with over 70 municipal clients and has been in the public sector space for 35 years.

PMA also provides other services beyond investment management including bond issuance support, bond proceeds management, cash flow analysis, investment policy review and a dedicated account representative for all client needs.

PMA's fee structure is based on transactions basis with fees varying between 5bps and 25 bps depending on investment type.

The primary advantages to PMA are:

- They are local (Naperville).
- Extensive municipal experience.
- \$20 billion in assets under management.

PMA's variable fee structure makes it difficult to ascertain whether there would be any savings on charged investment fees. I have worked with PMA in the past and while I was largely satisfied with the service they provided, the firm did seem to focus heavily on investing in FDIC and collateralized Certificate of Deposits which have higher fees.

Recommendation

Based on my review, I recommend that we sign the letter of consent and move our investments to Taplin, Canida & Habact (Loop Capital). TCH has extensive experience working with municipalities and other governmental entities and will honor our current investment management agreement and fee schedule established with BMO Global Asset Management. Additionally, many of TCH's larger clients including IMRF, TRS and the City of Naperville have all consented to move with TCH to Loop Capital after acquisition from BMO Global Asset Management.

I contacted IMRF, the City of Naperville and discussed their experience with TCH and both organizations had favorable experience. Angela Miller May, the Chief Investment Officer for IMRF was very enthusiastic about the firm and provided an outstanding recommendation. Additionally, I discussed TCH with Mary Nye, the investment consultant for both the Fire and Police Pension funds. She had a favorable view of TCH as well.

I propose that after moving to the new firm, we will actively monitor monthly performance over the next 9 to 12 months to make sure the investment manager is meeting expectations and stand ready to conduct a more formalized search should TCH not meet expectations.

Next Steps

The next steps in this process are as follows:

- Sign the letter of consent and inform BMO Global Asset Management, TCH and Loop Capital.
- Provide an updated list of authorized signors to BMO Global Asset Management in advance of the transition.

Attachments

- Consent Letter – Assigning our investments to TCH
- BMO Global Asset Management (TCH) Presentation

September 15, 2021

Tim Sloth
Village of Winnetka
510 Green Bay Road
Winnetka, IL 60093

RE: Investment Management Agreement between The Village of Winnetka and BMO Asset Management Corp. dated April 1, 2015

Dear Mr. Sloth:

As you know from our recent discussions, we can provide you with the opportunity to assign the investment management agreement identified above to Taplin, Canida & Habacht, LLC (TCH). The assignment of the investment management agreement to TCH requires your consent. As you may also know, Bank of Montreal (BMO) has agreed to sell TCH to Loop Capital, LLC (Loop Capital). This transaction will result in a change of control of TCH, which in turn will cause an “assignment” of the agreement with TCH under applicable United States securities laws. None of the services provided to you will change as a result of this transaction. Nonetheless, we are required to obtain your consent to the continuation of the agreement with you as a result of the transaction described above.

Please carefully review the information in this letter and the attached copy of TCH’s Form ADV Part 2A Brochure and Form ADV Part 2B Brochure Supplement, and if you consent to the assignment of the agreement from BMO Asset Management Corp. to TCH and the related change of control described above, return the attached consent form as described below.

Please sign, date and return the enclosed consent form as soon as possible, and no later than December 1, 2021. You can return a PDF copy by email, or sign electronically, which we can arrange through your relationship manager. In connection with the change of control, TCH, Loop Capital or their affiliates may request that you complete additional paperwork to facilitate their providing services related to your account. To the extent any additional paperwork is required, your relationship manager will contact you.

On behalf of our entire team, thank you for the confidence you have shown in BMO Asset Management Corp. We look forward to working with you to ensure a smooth transition of your account. If you have any questions, please contact me.

Sincerely,

Niamh Fitzgerald
Managing Director and Head of Client Service

Terms of Assignment: If you consent, the agreement with BMO Asset Management Corp. will be assigned to TCH on or about December 16, 2021. At that time, TCH will become your adviser and any references to Bank of Montreal, BMO Asset Management and their affiliates (collectively, “BMO”) in the agreement will be deemed to refer to TCH, Loop Capital and their affiliates. The change of control described above is expected to be effective as of the closing of the sale of TCH to Loop Capital which is expected to occur in late 2021 or early 2022. If you consent, your agreement will remain in place, with its current terms, following the assignment and the change of control. Loop Capital has advised that it may use the services of one or more of its affiliates to assist in providing services to your account.

CONSENT TO ASSIGNMENT AND CHANGE OF CONTROL

BMO Asset Management Corp.
Attn: Niamh Fitzgerald
115 South LaSalle Street
Chicago, Illinois 60603

Re: Investment Management Agreement between the Village of Winnetka and BMO Asset Management Corp. dated April 1, 2015

In response to your letter dated September 15, 2021, the undersigned consents to the (i) assignment of the investment management agreement listed above between the **Village of Winnetka** and BMO Asset Management Corp. to Taplin, Canida & Habacht, LLC (TCH) an SEC-registered investment adviser and (ii) change of control described in your letter, each effective as of the date described in the Terms of Assignment. The undersigned also agrees that BMO can send TCH, Loop Capital and their affiliates copies of non-public information about the account to assist in the ongoing servicing of the account, which may include the services of one or more Loop Capital affiliates after the change of control.

By signing below, the undersigned acknowledges receipt of TCH’s written disclosure statement, as required by Rule 204-3 of the Investment Advisers Act of 1940, as amended (a copy of Parts 2A and 2B of TCH’s Form ADV).

Village of Winnetka

Signature(s):

Date:

Print Name(s):

Title (if any):

Fixed Income Solutions

BMO Global Asset Management
1001 Brickell Bay Drive, Suite 2100
Miami, Florida 33131

p 305.379.2100
bmogam.com/USFixedIncome

The information provided herein is confidential and is provided for a one-on-one presentation for institutional use only.

BMO  Global Asset Management

Q2 2021

Table of contents

- 1. BMO's fixed income platform
- 2. Philosophy and process
- ▶ 3. Fixed income strategies
- 4. Investment strategy and current positioning
- 5. Appendix

BMO fixed income – at a glance

Team: Center of expertise within the BMO Global Asset Management for U.S. Income strategies. Boutique investment culture with resources of a strong global financial institution

- \$11.1B AUM*
- Size and independent investment process allow us to be nimble when implementing views in portfolios
- BMO provides additional resources in economic/quantitative analysis, as well as business functions such as HR, marketing and sales

Process: Time-tested, repeatable investment process

- Combination of top-down and bottom-up disciplines seeks to produce diversified sources of alpha
- Integrated team approach leverages the expertise of portfolio managers, analysts and traders

People: Team of seasoned professionals averaging 15 years of investment experience

- Team has worked together for many years with little turnover

Performance: Successful track record

- Strong historical performance across a wide array of strategies spanning multiple market cycles

Products: Commitment to partner with clients in tailoring thoughtful investment solutions

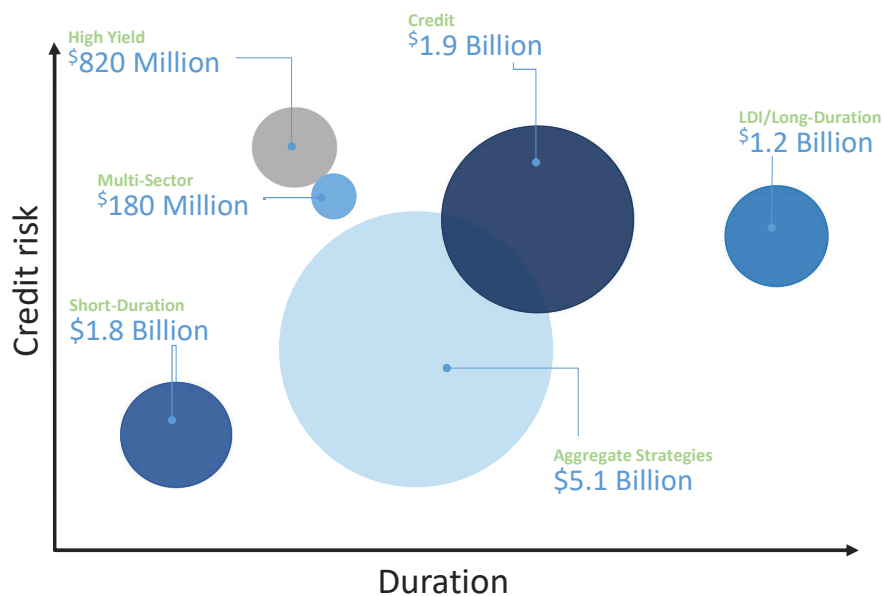
- Investment spectrum ranges from pooled vehicles to fully bespoke strategies
- Integrated client service with access to investment team fosters a client-centric investment environment

*Assets under management (AUM) are USD as of 6.30.21. All accounts are discretionary.

BMO's center of expertise for U.S. fixed income

Key Strategy Assets

Overall AUM, \$11.1 billion*

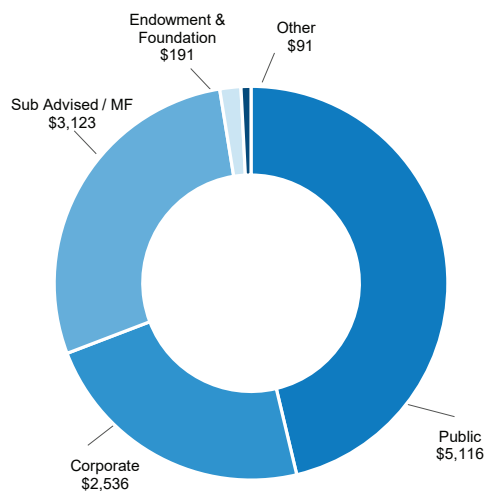


Client needs and market conditions evolve over time. We partner with clients to build solutions to meet their unique needs.

*Assets under management (AUM) are USD as of 6.30.21. All accounts are discretionary.

BMO U.S. Fixed Income client profile

By client type



Representative clients*

- Chicago Teachers' Pension Fund
- City of Naperville
- Elgin Firefighters Pension Fund
- Florida State Board of Administration
- Gwinnett County Board of Education
- Hallandale Beach Police & Fire
- Hialeah Employees' Retirement System
- Illinois Municipal Retirement Fund
- Largo Police Officers & Firefighters
- Miami Dade College Surplus Funds
- New York City Police Retirement System
- Pennsylvania State Employees' Retirement System
- Public Health Trust of Miami-Dade County
- St. Johns River Power Park Pension Plan
- Tampa General Employees' Retirement Fund
- Teachers' Retirement System of the State of Illinois
- Village of Orland Park Police Pension Fund

*Selected clients as of 6.30.2021. These were not selected by performance criteria and the firm has received consent to list their names in a representative client list or the information is publically available. The listed clients do not approve or disapprove of BMO Fixed Income or its services.

BMO US Fixed Income Team

Leadership & Portfolio Management Team



Scott Kimball, CFA®
Co-Head U.S. Fixed Income
Portfolio Manager
MBA, University of Miami
Industry Experience: 18 Years /
14 Years with BMO



Adam Phillips, CFA®
Co-Head U.S. Fixed Income
BA, Emory University
Industry Experience: 17 Years /
7 Years with BMO



Timothy Alt, CFA®, CMT
Portfolio Manager
BA, Lawrence University
Industry Experience: 15 Years /
2 Years with BMO



Frank Reda, CMT
Portfolio Manager
Head of Trading
MS, Florida International University
Industry Experience: 20 Years /
20 Years with BMO



Ronald Salinas*, CFA®
Portfolio Manager, High Yield
Head of Research
MBA, University of Miami
Industry Experience: 17 Years /
17 Years with BMO

Research & Trading Team



Daniesha Dawes
Analyst
MBA, BA, University of Florida
Industry Experience: 11 Years
/ Less than 1 Year with BMO



Josu Elejabarrieta
Analyst – High Yield
MS, Columbia University
Industry Experience: 18 Years /
2 Years with BMO



Khalfani King
Analyst
BBA, Saint Xavier University
Industry Experience: 3 Years /
Less than 1 Year with BMO



Julie Kwock
Analyst
MBA, MS, Florida International
University
Industry Experience: 15 Years
/ 15 Years with BMO



Joseph Magazine
Analyst
BA, Pennsylvania State
University
Industry Experience: 15 Years /
5 Years with BMO



Steven Schneider, CFA®
Analyst – High Yield
BS, Pennsylvania State University
Industry Experience: 21 Years / 4
Years with BMO



Andre Villarreal, CFA®
Analyst
BBA, Florida International
University
Industry Experience: 11 Years
/ 6 Years with BMO



Nicholas Vivonetto, CFA®
Analyst – High Yield
MS, BS, Florida Atlantic
University
Industry Experience: 4 Years /
Less than 1 Year with BMO



Jenna Young, CFA®
Analyst – High Yield
MBA, University of Florida
Industry Experience: 7 Years /
4 Years with BMO



Adam Eccles
Trader
BS, University of South
Carolina
Industry Experience: 17 Years
/ 2 Years with BMO



George Liu
Product Specialist
BS, University of Florida
Industry Experience: 13 Years /
6 Years with BMO

Global Research and Resources

Global Research Resources	Years Experienc e	Years with BMO
Paul Allen, CFA	22	19
Brian Benesch, CFA	24	21
Jean-Baptiste Bouillaguet	15	1
Jeff Cannon, CFA	30	8
Tom Considine	21	12
Sonya Dilova	22	15
Todd Isom, CFA	32	23
Gregory Leskov	4	4
Claire Robbs	10	3
Amelia Sugiarto	14	1

Additional Resources

- Responsible Investing (19)
- Additional Research Analysts (10)
- Investment and Business risk (4)
- Compliance (4)
- Client Support (6)

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As of June 30, 2021

Philosophy & process

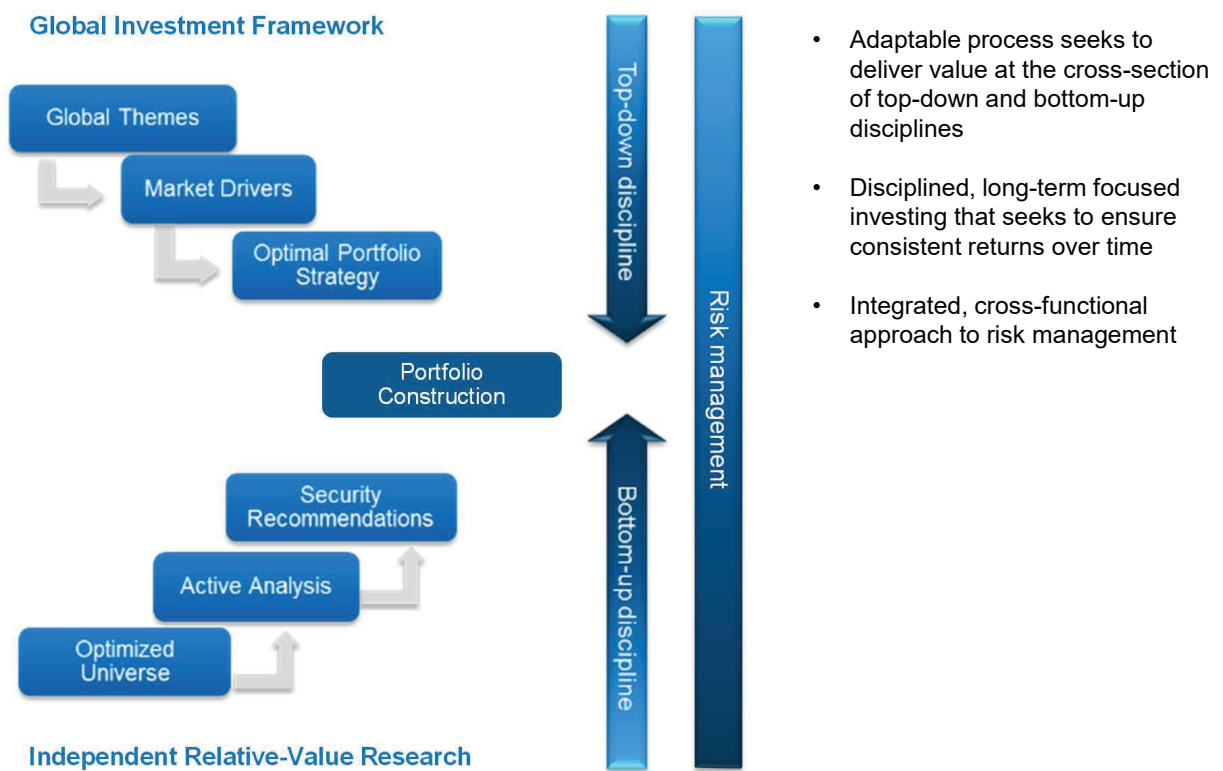
Philosophy

We believe fixed income markets are systemically inefficient and the most effective way to capture those inefficiencies is by leveraging a diversified set of alpha sources.

Approach to alpha generation:

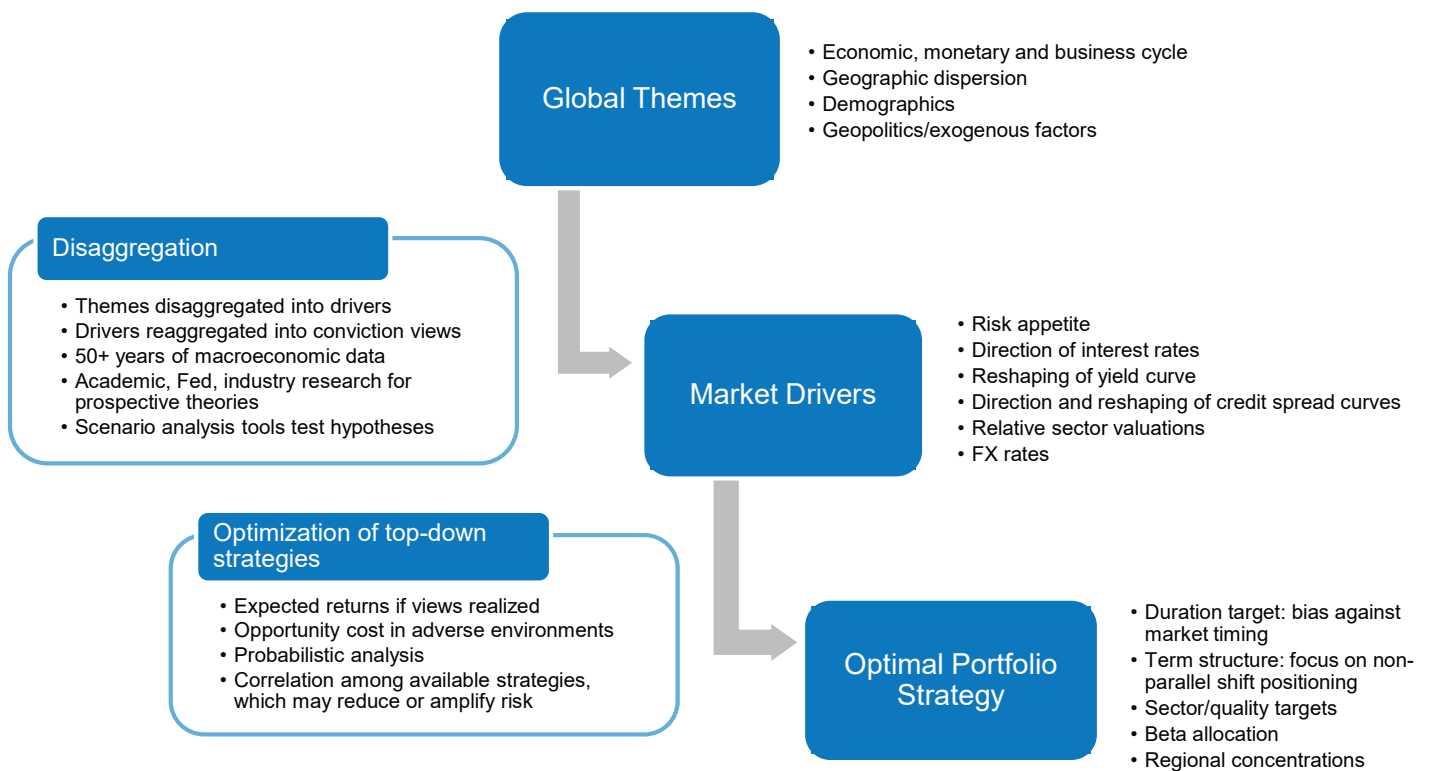
- Our investment process combines top-down and bottom-up disciplines
- Over full market cycles, we strive to deliver alpha from 3 sources:
 - sector & quality allocation
 - security selection strategies
 - yield curve construction
- Our process seeks to monetize independent relative-value research anchored on proprietary security evaluation methodology

Investment process



Top-down discipline – global investment framework

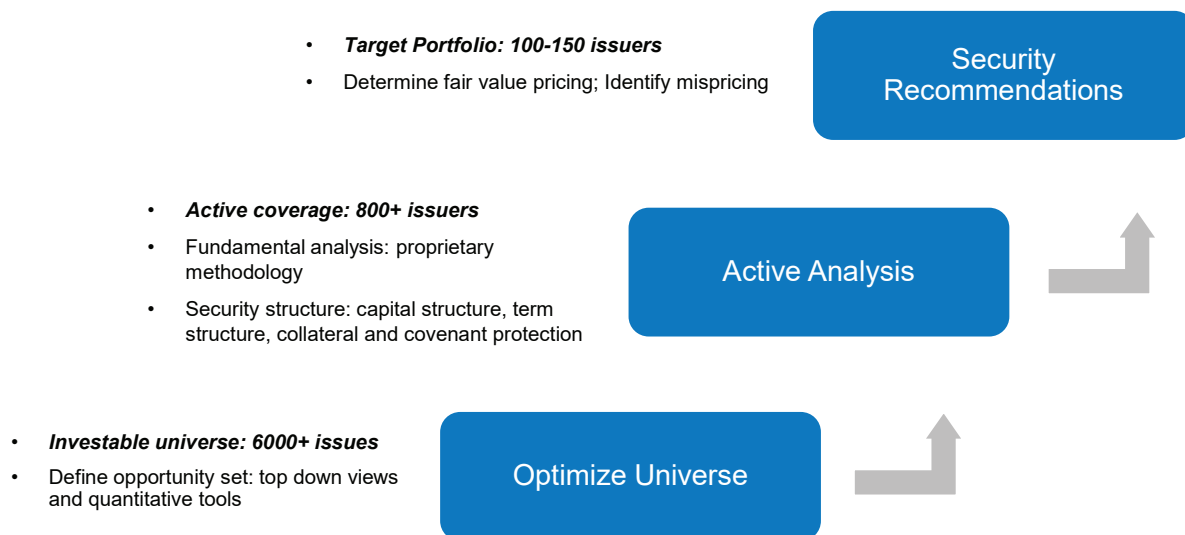
TOP-DOWN



Research and selection process

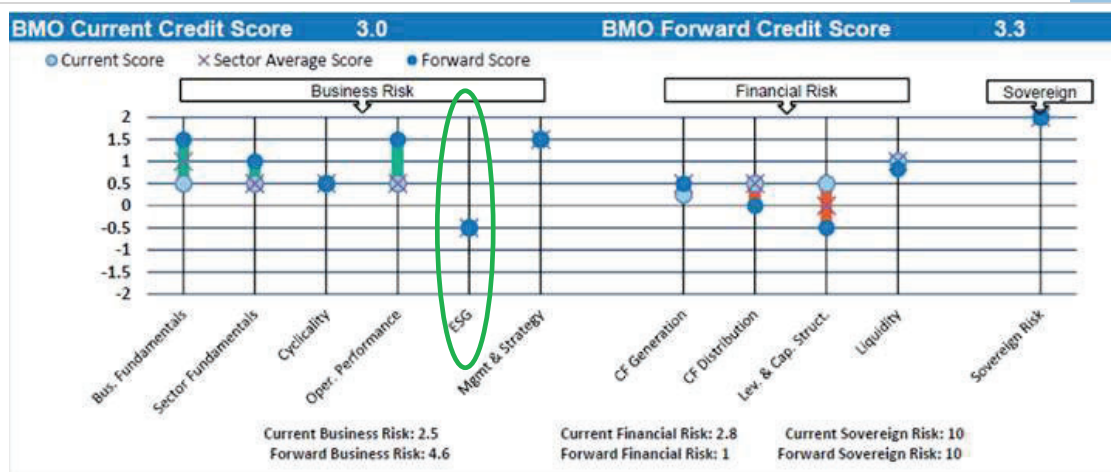
BOTTOM-UP

The focus of the selection analysis is to evaluate both the ability and the willingness of an issuer to service and repay its debt, identifying securities where the spread or yield appears to be mispriced based on the issuer's underlying creditworthiness.



Research and selection: proprietary methodology

BOTTOM-UP



*BMO Credit Score for Corporates is weighted Business Risk Score: Financial Risk Score: Sovereign Risk Score 50:45:5.

Identify fundamental credit drivers and relative credit risk through deep dive fundamental analysis

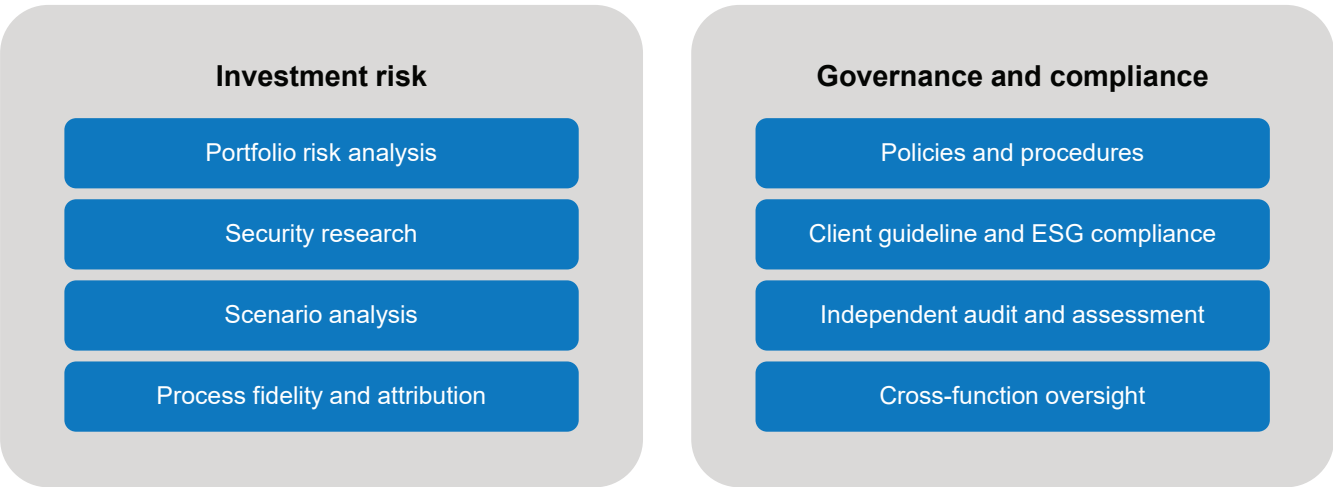
- Top-down and bottom-up perspective, evaluating internal and external drivers using proprietary scoring system
- Views are forward looking, emphasizing credit risk over the next 12-18 months
- Recommendations are independent of rating agencies and supported by a suite of credit deliverables
- Underlying factor scores range from +2 to -2 and the total score across factors is normalized to produce a total score range from +10 to -10
- We analyze ESG at the company level for every issuer leveraging BMO's 17-member Responsible Investing research team.
- The ultimate outcome is to rank issuers across a sector according to perceived credit quality.

Note: ESG = Environmental, Social & Governance

For illustrative purposes only. Charts above do not depict actual results. Future investment performance cannot be guaranteed

Risk management framework

Integrated approach to risk management encompasses all investment and business functions



- Risk systems:**
- BondEdge: third-party portfolio management, risk management and attribution system
 - Bloomberg PORT: decompose risk, analyze positioning and simulate investment strategies
 - Bloomberg AIM: third-party order management and pre-trade compliance system

Risk management: portfolio measurement and modeling

RISK
MANAGEMENT

- Portfolio risk management
 - Risk factor sensitivity analytics
 - Simulation module
 - Tracking error and value at risk monitors
- Process fidelity risk analytics
 - Ex-ante risk attribution and ex-post performance attribution help to ensure that sources of tracking error on a forward-looking basis are commensurate with sources of realized excess returns

DM Summary (Policy)		BE Sector (Policy)		BE Quality (Policy)		BE Parallel Simulation			
Valuation Basis: Type: Volatility Horiz Mos: 12 Reinv Rate: 0.236 Up (+): 150 Dn (-): 150 Increments: 50									
Market Value		Instantaneous-Maturity							
	Yield Chg (bps)	Total Return	Income Return	Price Return	Ending YTW	Ending Avg Life	Ending Eff Dur	Ending Conv	Mkt Val (USD 000)
▶	-150	10.873	2.887	7.986	2.034		5.006	0.104	1,189,585
	-100	8.392	3.035	5.356	2.488		5.080	-0.004	1,162,957
	-50	5.863	3.170	2.692	2.945		5.209	-0.030	1,135,825
	0	3.292	3.292	0.000	3.405	8.683	5.376	-0.019	1,108,240
	50	0.690	3.402	-2.712	3.868		5.496	0.062	1,080,328
	100	-1.897	3.498	-5.395	4.333		5.560	0.143	1,052,569
	150	-4.415	3.584	-7.999	4.800		5.570	0.177	1,025,553

DM Summary (Policy)		BE Sector (Policy)		DM Summary (Policy) sample		Market Overview / Private Site							
Display Options - \$ Currency: Base Currency													
	Portfolio	Cash (000)	Mkt Val (000)	# Bonds	Quality	Coupon	Avg Life	YTW	Mod Dur	Eff Dur	Non-Para Dur	Qual Sprd Dur	Mtge Sprd Dur
▶	BC AGGREGATE INDEX				Aa2	3.20	7.35	2.28	5.56	5.47	1.28	1.73	1.04
	104	15,354	1,072,922	268	A1	3.61	8.68	3.40	5.64	5.38	1.08	3.40	1.32
	76	34,099	851,419	167	A1	3.70	8.58	3.32	5.67	5.16	1.03	3.33	1.55
	84	4,756	128,962	145	A1	3.71	8.64	3.29	5.67	5.29	1.07	3.65	1.21
	BC ALL CREDIT INDEX				A2	4.22	10.50	3.33	6.87	6.98	1.19	5.61	0.00
	105	9,301	299,291	204	A3	3.93	10.83	3.88	6.30	5.96	0.77	5.76	0.00
	28	1,581	32,703	117	A3	3.98	12.13	3.77	7.24	7.12	0.89	6.33	0.00
	49	9,845	193,690	160	A3	3.93	12.52	3.93	7.36	7.29	0.86	6.46	0.00
	BC INTERM G/C INDEX				Aa2	2.53	4.34	1.77	3.97	3.99	1.37	1.31	0.00
	165	4,196	105,135	65	A1	3.15	4.73	2.84	3.99	3.62	0.98	2.56	1.04

Systems: BondEdge,
Bloomberg AIM and PORT

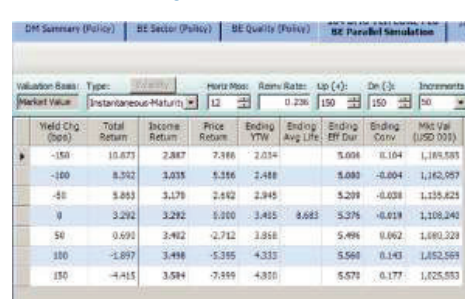
Proprietary and ad hoc tools
e.g. M&A monitor

For illustrative purposes only. Charts above do not depict actual results. Future investment performance cannot be guaranteed.

RISK MANAGEMENT

- We define risk in two ways: absolute loss and sustained underperformance relative to benchmark. We use a variety of parameters, incorporated in our risk system such as ex-ante tracking error, VAR, and market risk measures in an effort to ascertain individual risk factors and capture risk holistically.
- Investment risk is a key component of the investment process. Our systems conduct a daily assessment of risk factors, scenario analysis, and process fidelity analysis. The team reviews the results and conducts comparisons of ex-ante tracking error with ex-post return attribution as appropriate. The management team assesses quarterly risk processes and procedures relating to best practices in portfolio management, credit risk assessment and trading.
- See below examples of our portfolio management tools used to analyse multiple aspects of portfolio and market risk:

Scenario analysis



BMO  **Global Asset Management**

Portfolio construction – risk parameters

Portfolio construction parameters and issue sizing are created ex-ante to reflect global framework and bottom up research.

Portfolios customized to each client's individual guidelines and ESG requirements.

Duration / term structure

- Factors:
 - Philosophical bias against aggressive market timing
 - Emphasize strategies that anticipate non-parallel shifts
- Duration: +/- 25% of benchmark duration, typically +/- 10% of benchmark, not primary alpha driver
- Term structure: Emphasize non-parallel shifts; 50% - 200% of benchmark weight of long/short vs. intermediate maturities (bulleted to barbelled)

Sector / quality sizing

- Factors:
 - Conviction of view
 - Category scope and liquidity
 - Benchmark weight
 - Category risk
- Risk target highlights:
 - Average quality within 2 notches of benchmark
 - HY 0-20% generally (tailored to client guidelines)
 - cash 0-5% (residual of process)

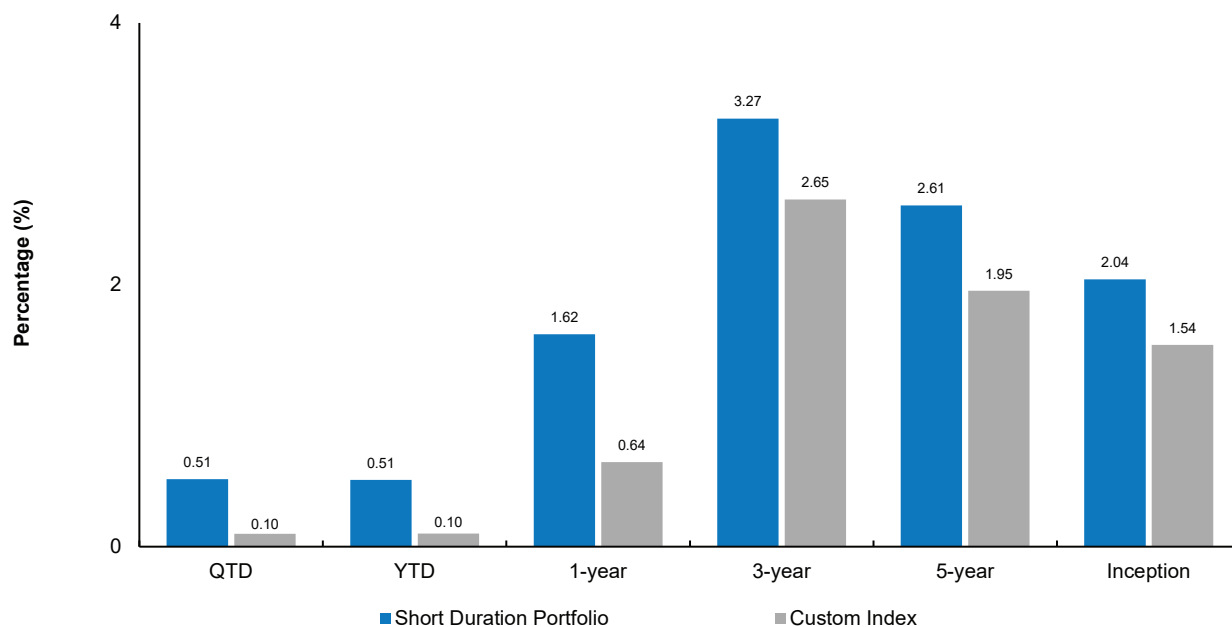
Issuer/issue sizing

- Factors:
 - Balance maximizing security selection alpha potential and managing unmeasurable idiosyncratic risk
 - Conviction of view
 - Benchmark weight
 - Amount outstanding and liquidity
 - Issuer/security risk and role in portfolio
- Target issuer allocation: 0.5-2%
- Target issue allocation: 0.5-2%
- ESG implementation incorporated into security selection

Fixed income strategies

Short Duration representative account performance update

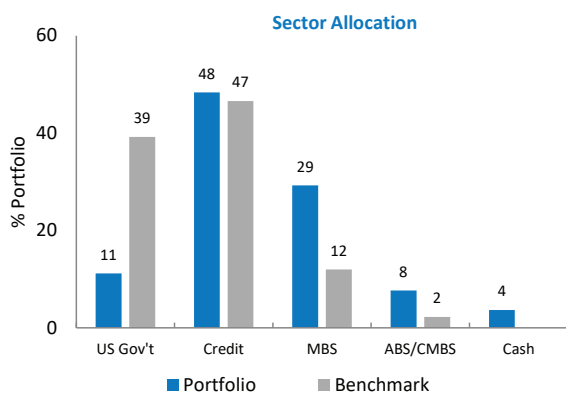
Returns – gross of fees as of June 30, 2021



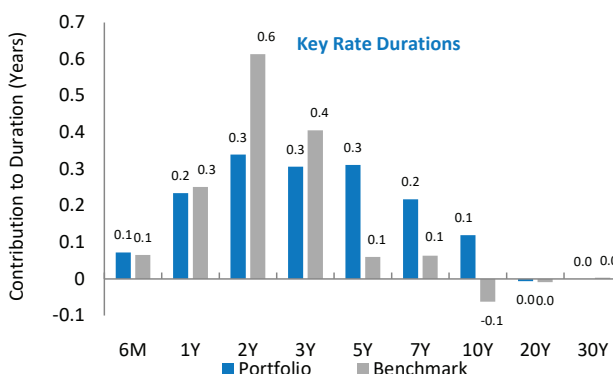
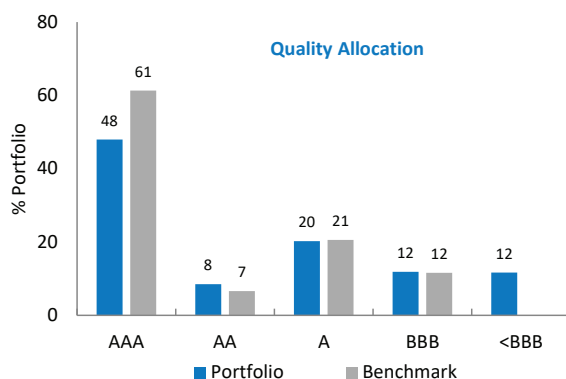
Source: BMO Fixed Income
 All returns over one year are annualized.
 Past performance does not guarantee future results.
 Investments cannot be made in an index.
 Please see disclosures page regarding gross returns.

Inception: April 30, 2013
 BBG Barclays: Floating Rate Note Index from 4/30/13
 BBG Barclays: 30% FRN Index/ 70% U.S. Aggregate 1-3 year Index from 2/1/15
 BBG Barclays: 70% U.S. Aggregate 1-3 year Index - 30% FRN <5 Year Index from 3/5/18

Short Duration representative account portfolio characteristics



Portfolio characteristics	Short Duration Portfolio	Benchmark
Market Value (\$M)	\$1,652	
Yield to Worst (%)	1.0	0.4
Average Years to Maturity	2.4	1.9
Effective Duration (Yrs)	1.6	1.4

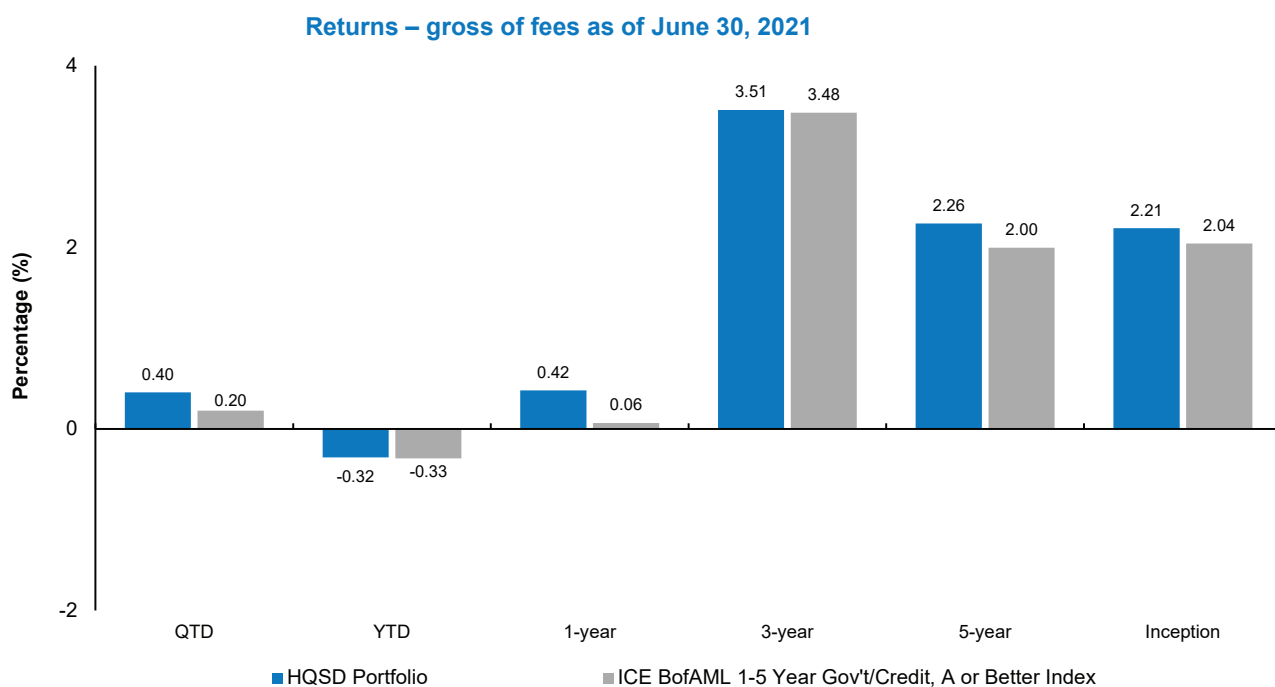


All data as of 6.30.21

Source for all data: BondEdge

Benchmark for all charts = BBG Barclays: 70% U.S. Aggregate 1-3 year Index - 30% FRN <5 Year Index

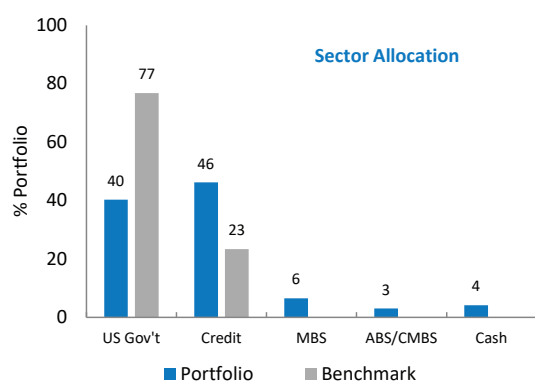
High Quality Short Duration representative account performance update



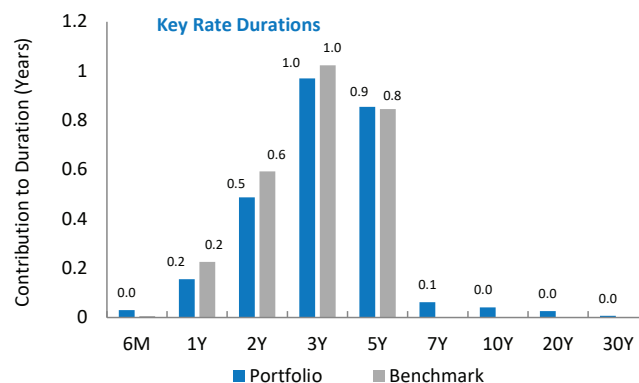
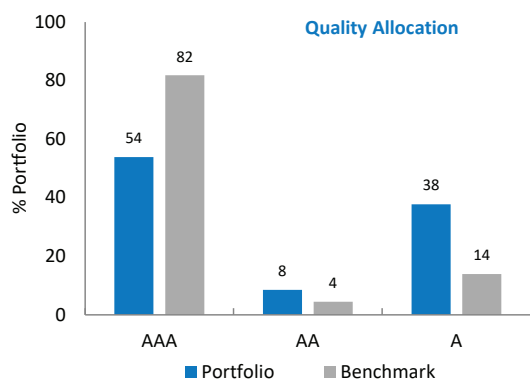
Source: BMO Global Asset Management
 All returns over one year are annualized.
 Past performance does not guarantee future results.
 Investments cannot be made in an index.
 Please see disclosures page regarding gross returns.

Inception: April 30, 2015

High Quality Short Duration representative account portfolio characteristics



Portfolio characteristics	HQSD Portfolio	ICE BoA ML 1-5 Year Govt/Credit, A or Better Index
Market Value (\$M)	\$57.9	
Yield to Worst (%)	0.6	0.5
Average Years to Maturity	2.8	2.8
Effective Duration (Yrs)	2.6	2.7



All data as of 6.30.21

Source for all data: BondEdge

Benchmark for all charts = ICE Bank of America Merrill Lynch 1-5 Year Govt/Credit, A or Better Index

Investment strategy and current positioning

Summary: Global economic recovery continues

Stimulus continues recovery to better than trend GDP growth by 2H21

- Previously-passed stimulus (Infrastructure bill is uncertain) extends through 2022
- \$2.5 trillion in excess U.S. household savings and pent-up demand are big drivers

Easing of COVID restrictions somewhat in U.S., stronger ex-U.S.

- COVID case counts have plunged but COVID Delta (India) variant threatens
- By Labor Day, U.S. likely light restrictions but ex-U.S. improvement next 6-12 months

Higher inflation is here for now, but long nominal yields have fallen

- Inflation measures driven by base effects, extreme components, supply chain issues
- Long bond yields *declined* during inflation releases, influenced by Fed purchases
- U.S. Federal Reserve seems to have preserved credibility via consistent messaging

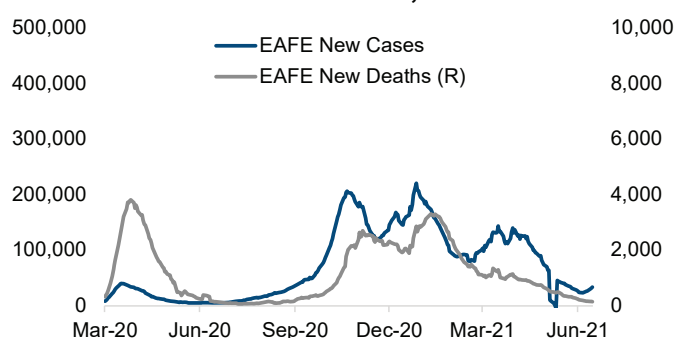
Outlook is still positive for risk assets, but valuations weigh

- Global economic recovery favors U.S., Emerging Asia on stimulus, virus recovery
 - U.S., emerging equities favored, but U.S. equities and credit are priced aggressively
- Bond yield increases threaten total returns, but 2021H2 likely less dramatic than Q1
- Risk-taking managers (especially in U.S. assets) will likely be rewarded for the balance of the year but volatility may be higher

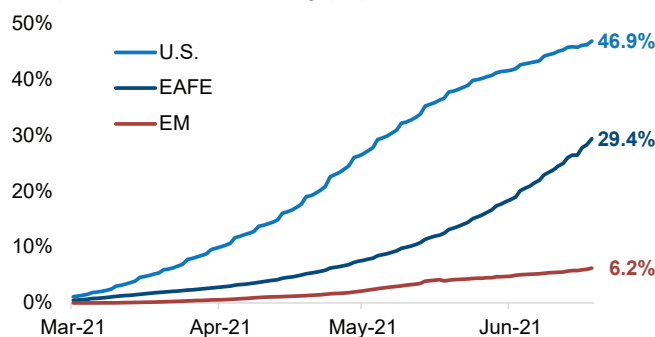
Virus update: Cases, deaths, and vaccinations

- U.S. cases peaked and declined, with limited but growing impact from the Delta variant
- Cases have also decelerated in Europe ex UK (EAFE) and restrictions eased until recently (UK, Australia); EM cases have peaked (India) but remain relatively high (South America)
- 3.4 billion *total* vaccine doses have been administered worldwide; >300 million in U.S.
 - U.S. completed vaccinations well ahead of EAFE (distribution, approval issues) and EM (scarcity)

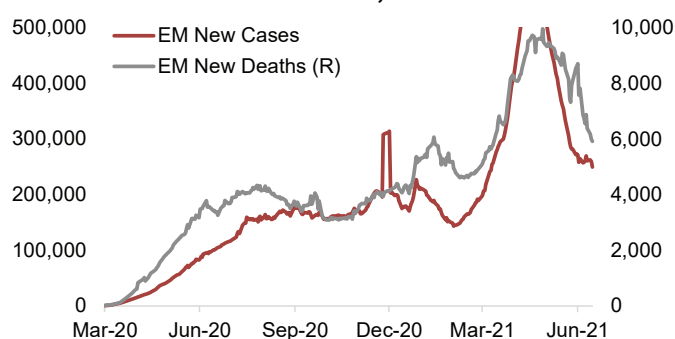
EAFE 7dma COVID-19 Cases, Deaths



Completed vaccinations by population



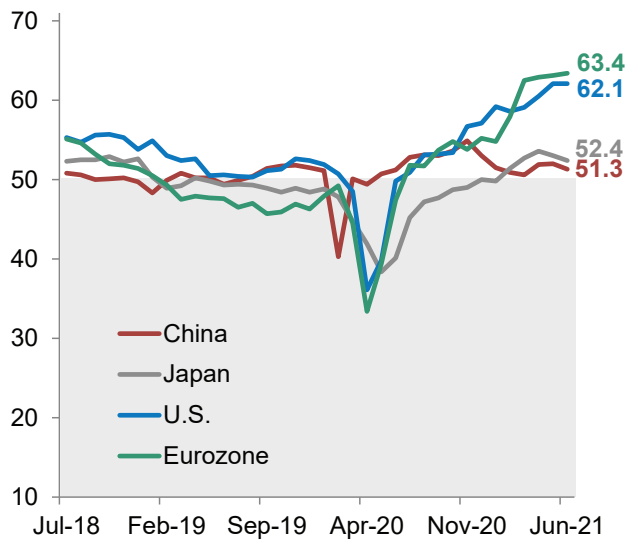
EM 7dma COVID-19 Cases, Deaths



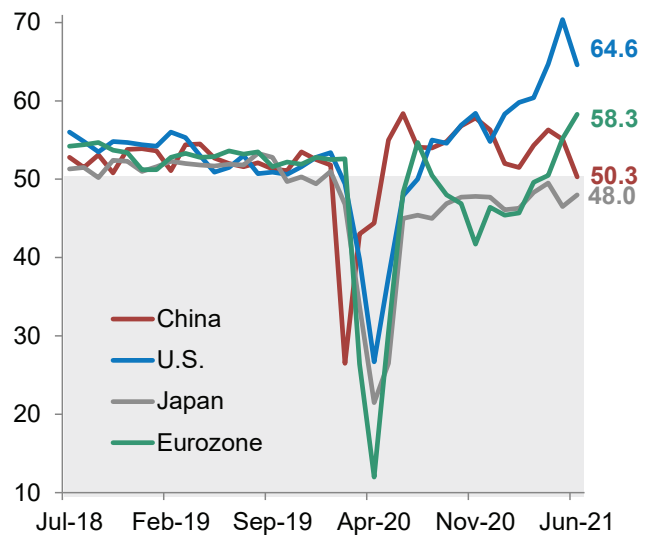
Sources: UN WHO COVID-19 Situation Reports, MSCI, Bloomberg. Vaccine data are from Bloomberg Vaccine Tracker. Data are 7d moving averages as of June 30, 2021.

Global surveys of business activity: U.S. flattening

Markit Manufacturing PMIs



Markit Services PMIs

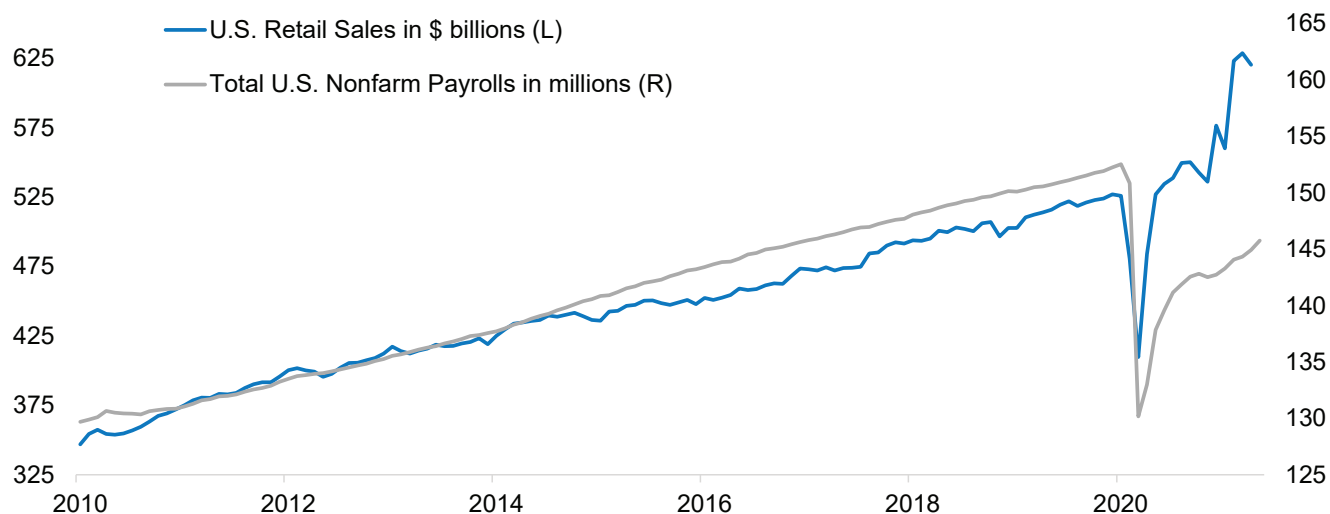


- Manufacturing remains hot in U.S. and Europe, despite supply chain issues
 - The U.S. ISM PMIs (different survey, not shown here), show price pressures not seen since the 1970s and supplier delivery delays since the 1980s
- Services languish in Japan (restrictions) and China but Europe recovering

Sources: IHS Markit, Bloomberg. Data through June 30, 2021.

Economic and employment recovery are at different rates now

Retail Sales and Employment

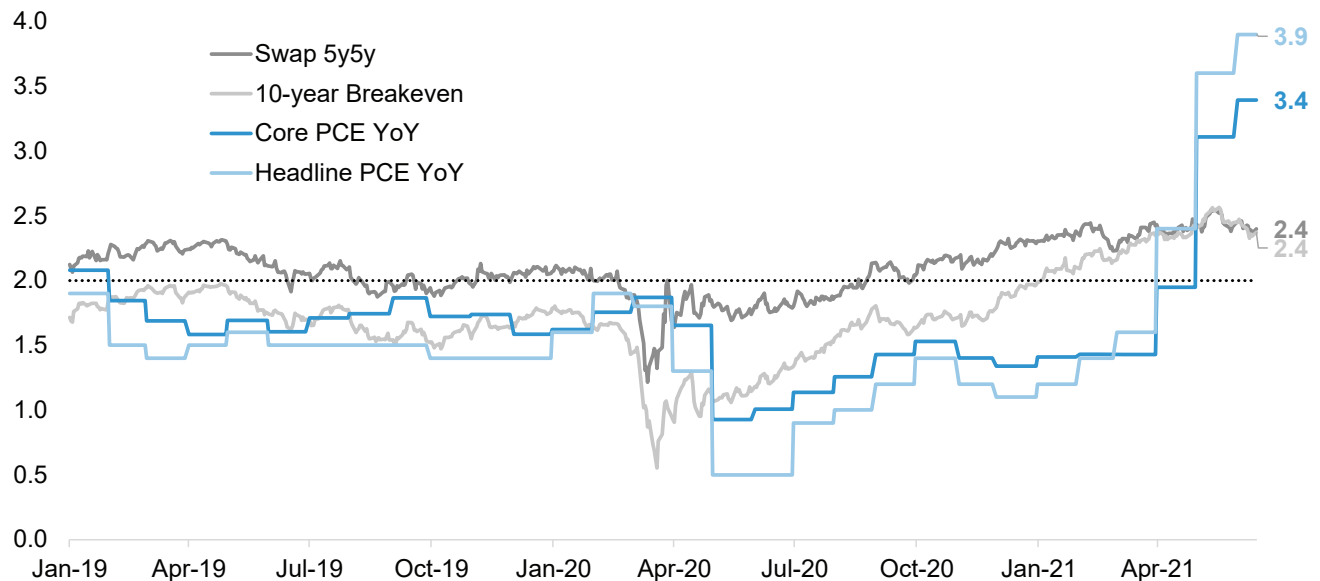


- Income replacement and stimulus spending to combat the effects of COVID restrictions have led to periodic surges in spending and \$2.5 trillion in accumulated excess savings
- The outlook for economic growth is currently stronger than employment because of the stimulus effect on savings and spending; employment should catch up by early 2022

Sources: Bank of A Global Investment Strategy, U.S. Census Bureau, U.S. Bureau of Labor Statistics. Data as of June 30, 2021.

Actual inflation now exceeds market-based expectations

Expected & Actual Inflation in %

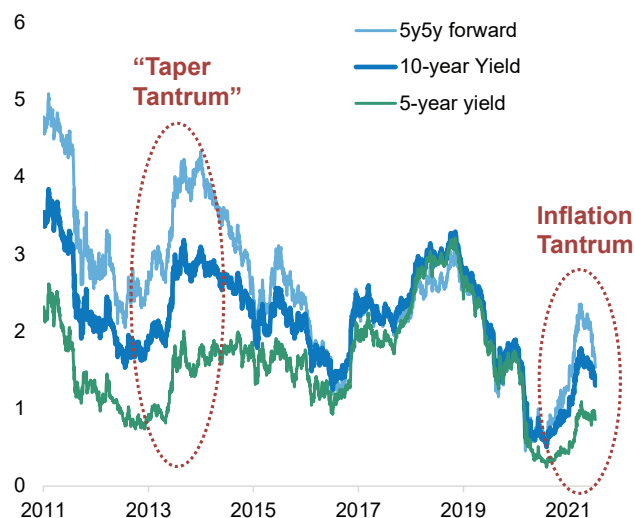


- Market expectations (swap, breakevens) are above 2% but consistent with average Fed target; actual inflation now exceeds a reasonable target range
- Fed views inflation as elevated, still transitory; (anchored) expectations are at risk

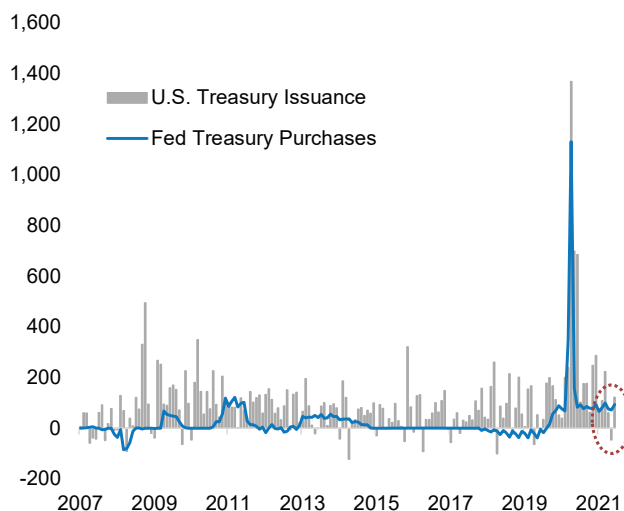
Sources: U.S. Bureau of Labor Statistics, Bloomberg. Data through June 30, 2021.

Rates: Market took Fed cues, but purchases distortionary

Yields to Maturity in %



Treasury Net Issuance, \$billions

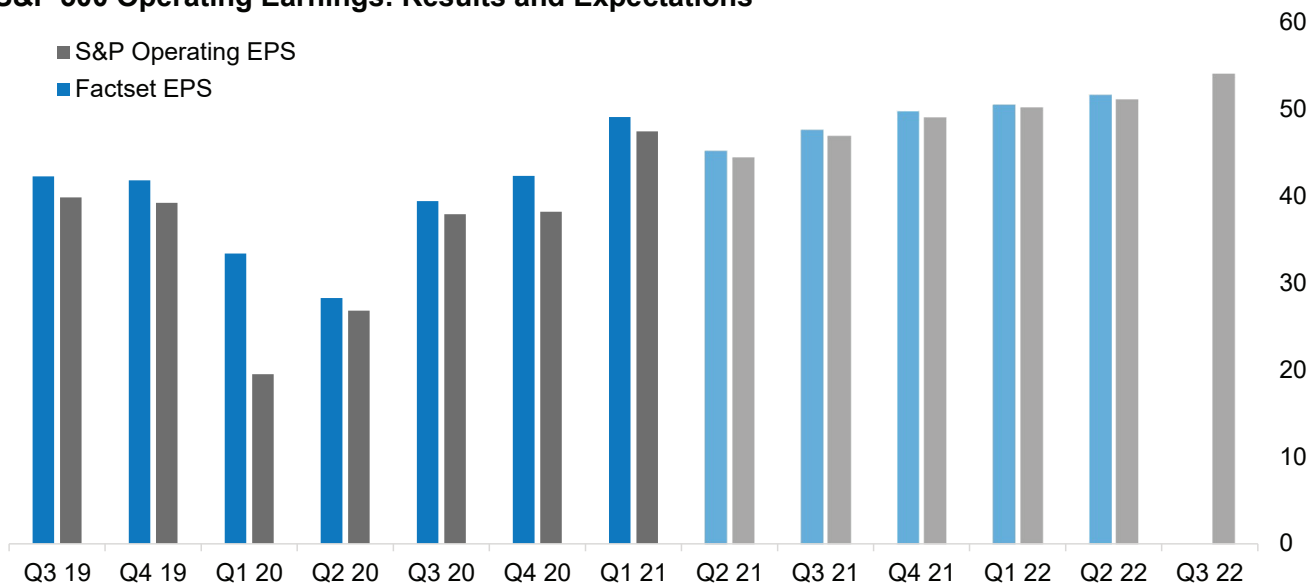


- Markets kept shorter yields stable but slashed longer yields, taking cues from the Fed, which in June acknowledged higher inflation but stressed it remains transitory – and moved forecast Fed Funds rate hikes sooner into 2022
- The decline in longer-term yields seems at odds with the economy, but Fed purchases outpaced issuance in April and May by the largest amount since 2014

Sources: U.S. Treasury, U.S. Federal Reserve, Bloomberg. Data as of June 30, 2021.

U.S. earnings growth has been strong; expectations flatter

S&P 500 Operating Earnings: Results and Expectations

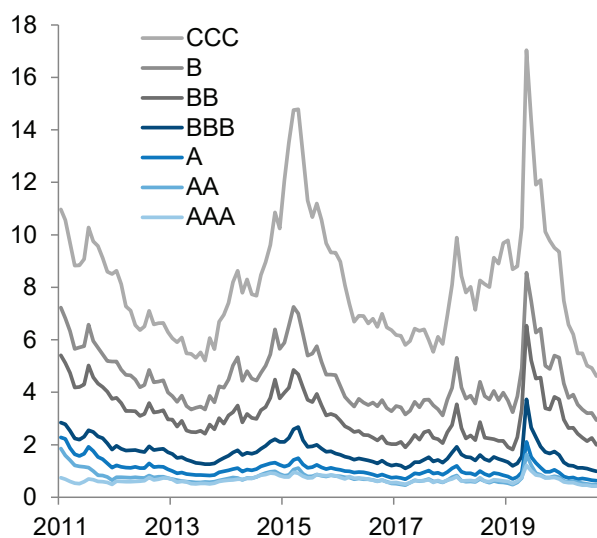


- Q1 '21 earnings surprised substantially to the upside, just as Q3 '20 earnings did; Calendar Year 2021 expectations revised up to 35%, 'borrowing' from 2022 (11%)
- Expectations do rise to new earnings highs eventually, but the trajectory is flatter

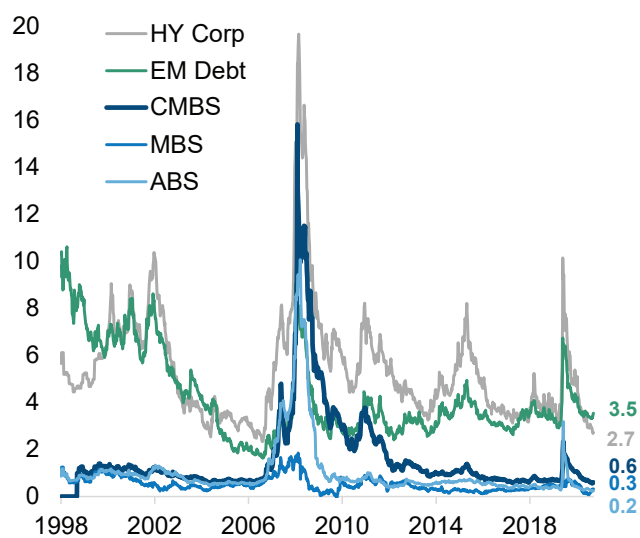
Sources: Factset, S&P Dow Jones Indices. Data through June 30, 2021.

Stimulus and reopening driving credit spreads tighter

Corporate Option-adjusted Spread in %



Option-Adjusted Spread in %



- Credit spreads have tightened considerably and offer less opportunity now than pre-COVID; they can remain tight given continued recovery and low sovereign yields
- CCC-rated high yield has rallied hard with crude oil prices; EM debt is more diversified, but has currency and solvency issues; MBS, CMBS, broad high yield have recovered

Sources: Bloomberg Barclays Indices, JPMorgan, Bloomberg. Data as of June 30, 2021.

Appendix

Index definitions

Past performance does not guarantee future results.

Investments cannot be made in an index.

ICE BofAML 1-5 Year Gov't/Credit, A or better

The ICE BofAML 1-5 Year Gov't/Credit, A or better index includes publicly issued U.S. Treasury debt, U.S. government agency debt, taxable debt issued by U.S. states and territories and their political subdivisions, debt issued by U.S. and non-U.S. corporations, non-U.S. government debt and supranational debt. The index is restricted to bonds greater than 1 year and less than 5 years to maturity and A or better credit quality.

Floating Rate Note

The Bloomberg Barclays U.S. Dollar Floating Rate Note (FRN) Index provides a measure of the U.S. dollar denominated floating rate note market. The index measures the performance of floating rate notes across sector, credit quality, maturity, and asset class sectors.

Floating Rate Note < 5 Year

The Bloomberg Barclays U.S. Dollar Floating Rate Note (FRN) < 5 Year Index provides a measure of the U.S. dollar denominated floating rate note market. The index measures the performance of floating rate notes across sector, credit quality, maturity, and asset class sectors but limited to bonds with less than 5 years to maturity.

U.S. Aggregate 1-3 Year Index

The Bloomberg Barclays U.S. Aggregate 1-3 Year Index represents securities that are SEC-registered, taxable, and dollar denominated. The index covers the U.S. investment grade fixed rate bond market, with index components for government and corporate securities, mortgage pass-through securities, and asset-backed securities but limited to bonds greater than 1 year and less than 3 years to maturity. These major sectors are subdivided into more specific indices that are calculated and reported on a regular basis.

S&P 500

Abbreviation of Standard and Poor's 500, in the United States, a stock market index that tracks 500 publicly traded domestic companies.

Bloomberg Barclays Indices

A diverse family of systematic non-discretionary trading strategy indices available across multiple asset classes including equities, fixed income, FX, commodities, derivatives and alternative investments.

Taplin, Canida & Habacht (TCH) is a SEC registered investment adviser. The adviser focuses on fixed income investment management. TCH is a subsidiary of BMO Asset Management Corp. which is a part of BMO Global Asset Management.

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Investment products are: **Not A Deposit | Not FDIC Insured | No Bank Guarantee | May Lose Value**

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Disclosures

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Gross returns will be reduced by advisory fees and other expenses, and the effect of these fees will compound over time. As a hypothetical example, if an account generated a 10% return each year for five years, it would appreciate by 61%. If such an account paid a 1% annual fee, the appreciation would be 54%, or seven percentage points lower after five years. Portfolio holdings and sector allocations may not be representative of the portfolio manager's current or future investments and are subject to change at anytime. BMO GAM's Adviser's fees and other expenses are disclosed in its Form ADV Part 2A.

Taplin, Canada & Habacht, LLC is a registered investment adviser and a wholly-owned subsidiary of BMO Asset Management Corp., which is a subsidiary of BMO Financial Corp. BMO Global Asset Management is the brand name for various affiliated entities of BMO Financial Group that provide investment management, and trust and custody services. Certain of the products and services offered under the brand name BMO Global Asset Management are designed specifically for various categories of investors in a number of different countries and regions and may not be available to all investors. Products and services are only offered to such investors in those countries and regions in accordance with applicable laws and regulations. BMO Financial Group is a service mark of Bank of Montreal (BMO).

Please notify Taplin, Canada & Habacht, LLC should there be any updates or changes to the current investment objectives or account guidelines.

Investment products are: **Not A Deposit | Not FDIC Insured | No Bank Guarantee | May Lose Value**

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Compliance Case C-11 #13369733

ATTACHMENT 2

RESOLUTION NO. R-97-2021

**A RESOLUTION APPROVING
AN ASSIGNMENT OF AND CHANGE OF CONTROL RELATED TO
AN INVESTMENT MANAGEMENT AGREEMENT WITH
BMO HARRIS ASSET MANAGEMENT FOR INVESTMENT SERVICES**

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 desires to maintain a consultant to invest and manage, in accordance with the Illinois Public Funds Investment Act, 30 ILCS 235/0.01 *et seq.*, and the Village’s investment policy, certain funds and securities owned by the Village (“*Services*”); and

WHEREAS, on March 3, 2015, pursuant to Resolution R-5-2015, the Village approved an investment management agreement with BMO Harris Asset Management (“*Consultant*”) for the performance of the Services by the Consultant (“*Agreement*”); and

WHEREAS, BMO Financial Group, the parent company of Consultant, desires to: (i) assign the Agreement to an affiliate of Consultant known as Taplin, Canida & Habacht, LLC (“*Assignment*”) and (ii) sell Taplin, Canida & Habacht, LLC to Loop Capital, LLC (“*Change of Control*”); and

WHEREAS, the Services provided to the Village will not change as a result of the Assignment and Change of Control; and

WHEREAS, the Village has been satisfied with the Services provided by the Consultant and desires to execute a form consenting to the Assignment and Change of Control (“*Consent Form*”) to ensure the continuation of the Services; and

WHEREAS, the Village Council has determined that it is in the best interests of the Village to consent to the Assignment and Change of Control;

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 ASSIGNMENT AND CHANGE OF CONTROL. The Village Council hereby approves the Consent Form in substantially the form attached to this Resolution as **Exhibit A**, and in a final form approved by the Village Attorney.

SECTION 3. AUTHORIZATION TO EXECUTE CONSENT FORM. The Village Council hereby authorizes and directs the Village President and the Village Clerk to execute, on behalf of the Village, the Consent Form.

November 16, 2021

R-97-2021

SECTION 4. EFFECTIVE DATE. This Resolution will be in full force and effect from and after its passage and approval as provided by law.

ADOPTED this 16 day of November, 2021, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

Signed

Village President

Countersigned:

Village Clerk

November 16, 2021

R-97-2021

EXHIBIT A
CONSENT FORM

November 16, 2021

R-97-2021

September 15, 2021

Tim Sloth
Village of Winnetka
510 Green Bay Road
Winnetka, IL 60093

RE: Investment Management Agreement between The Village of Winnetka and BMO Asset Management Corp. dated April 1, 2015

Dear Mr. Sloth:

As you know from our recent discussions, we can provide you with the opportunity to assign the investment management agreement identified above to Taplin, Canida & Habacht, LLC (TCH). The assignment of the investment management agreement to TCH requires your consent. As you may also know, Bank of Montreal (BMO) has agreed to sell TCH to Loop Capital, LLC (Loop Capital). This transaction will result in a change of control of TCH, which in turn will cause an “assignment” of the agreement with TCH under applicable United States securities laws. None of the services provided to you will change as a result of this transaction. Nonetheless, we are required to obtain your consent to the continuation of the agreement with you as a result of the transaction described above.

Please carefully review the information in this letter and the attached copy of TCH’s Form ADV Part 2A Brochure and Form ADV Part 2B Brochure Supplement, and if you consent to the assignment of the agreement from BMO Asset Management Corp. to TCH and the related change of control described above, return the attached consent form as described below.

Please sign, date and return the enclosed consent form as soon as possible, and no later than December 1, 2021. You can return a PDF copy by email, or sign electronically, which we can arrange through your relationship manager. In connection with the change of control, TCH, Loop Capital or their affiliates may request that you complete additional paperwork to facilitate their providing services related to your account. To the extent any additional paperwork is required, your relationship manager will contact you.

On behalf of our entire team, thank you for the confidence you have shown in BMO Asset Management Corp. We look forward to working with you to ensure a smooth transition of your account. If you have any questions, please contact me.

Sincerely,

Niamh Fitzgerald
Managing Director and Head of Client Service

Terms of Assignment: If you consent, the agreement with BMO Asset Management Corp. will be assigned to TCH on or about December 16, 2021. At that time, TCH will become your adviser and any references to Bank of Montreal, BMO Asset Management and their affiliates (collectively, “BMO”) in the agreement will be deemed to refer to TCH, Loop Capital and their affiliates. The change of control described above is expected to be effective as of the closing of the sale of TCH to Loop Capital which is expected to occur in late 2021 or early 2022. If you consent, your agreement will remain in place, with its current terms, following the assignment and the change of control. Loop Capital has advised that it may use the services of one or more of its affiliates to assist in providing services to your account.

CONSENT TO ASSIGNMENT AND CHANGE OF CONTROL

BMO Asset Management Corp.
Attn: Niamh Fitzgerald
115 South LaSalle Street
Chicago, Illinois 60603

Re: Investment Management Agreement between the Village of Winnetka and BMO Asset Management Corp. dated April 1, 2015

In response to your letter dated September 15, 2021, the undersigned consents to the (i) assignment of the investment management agreement listed above between the **Village of Winnetka** and BMO Asset Management Corp. to Taplin, Canida & Habacht, LLC (TCH) an SEC-registered investment adviser and (ii) change of control described in your letter, each effective as of the date described in the Terms of Assignment. The undersigned also agrees that BMO can send TCH, Loop Capital and their affiliates copies of non-public information about the account to assist in the ongoing servicing of the account, which may include the services of one or more Loop Capital affiliates after the change of control.

By signing below, the undersigned acknowledges receipt of TCH’s written disclosure statement, as required by Rule 204-3 of the Investment Advisers Act of 1940, as amended (a copy of Parts 2A and 2B of TCH’s Form ADV).

Village of Winnetka

Signature(s):

Date:

Print Name(s):

Title (if any):



Agenda Item Executive Summary

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

Presenter: Timothy J. Sloth, Director of Finance

Agenda Date: 11/16/2021

Consent: ☐ YES ☒ NO

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

Item History:

The Village Council held a budget meeting on October 29 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.

The Resolution adopting the budget is distributed one meeting prior to adoption so the public has an opportunity to review the materials.

Executive Summary:

A Public Hearing on the budget was advertised in the November 4, 2021 edition of the Winnetka Talk for November 16, 2021 at 7:00 p.m. 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) Conduct a public hearing on the 2022 Village of Winnetka Budget.
- 2) Consider introduction of Resolution No. R-92-2021

Attachments:

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

ATTACHMENT 1

VILLAGE OF WINNETKA

MEMORANDUM

TO: VILLAGE COUNCIL
FROM: TIM SLOTH, FINANCE DIRECTOR
DATE: NOVEMBER 16, 2021
SUBJECT: VILLAGE COUNCIL BUDGET REVIEW – FOLLOW UP
CC: ROB BAHAN, VILLAGE MANAGER

Staff has concluded its presentation of the 2022 Proposed Annual Budget and 5-year Capital Improvement Plan to the Village Council. During the budget review meeting, Council provided commentary and raised questions regarding the budget, most of which were answered during the Council meeting. Some of the items raised during the budget review meeting required an additional response from Staff. This memo details the broader questions raised and provides a response.

Item 1: During discussion of the Tax Levy a question was asked on what would the funding rate look like if the Police and Fire Pension utilized the IMRF rate of return of 7.25% versus the current rate of 6.25%?

The most recent audited Comprehensive Annual Financial Report list the funding status of the Police and Fire Pension Funds at:

- *Police – 76.77%*
- *Fire – 74.32%*

The above assumes a 6.25% assumed rate of return. An assumed rate of return of 7.25% would increase the funded status of both funds:

- *Police – 86.59%*
- *Fire – 83.70%*

Item 2: There was discussion regarding increasing the transfer from the General Fund to the Business District Revitalization fund in the amount of \$300,000.

The proposed budget has been updated increasing the total transfers from the General fund to the Business District Fund from \$1,650,000 to \$1,950,000. A corresponding capital expenditure line-item expense has been added to the Business District Revitalization fund for \$300,000 for “Comprehensive Plan Open Space Planning Services”.

Item 3: There was discussion during the presentation regarding the difference between fund balance and cash in the Electric and Water Funds.

Included with this memo is the Statement of Net Position (or Balance Sheet) for all the utility funds including the Electric and Water Funds taken directly from the audited financial report.

The amount listed as the Total Net Position or “fund balance” in these funds is the total Assets minus Liabilities. For purposes of budgeting this measure of fund balance is not particularly useful in that it includes major capital assets such as buildings, heavy equipment etc.

For purposes of the budget and for identifying minimum fund balances to maintain on hand, the previous finance director attempted to define fund balance to include cash along with items that would “soon be cash”. For this definition which has traditionally been used in past budget documents we calculate fund balance as Current Assets minus Current Liabilities.

Listed below are the most recent audited fund balances in the Electric and Water fund utilizing this definition:

- *Electric fund - \$8,053,765*
- *Water Fund - \$5,318,274*

Typically, this measure of fund balance across the utilities is fairly in-line with actual cash on hand. However, the amount in the Electric fund is skewed in that the Electric fund maintains a significant amount of inventory on hand which is listed as a Current Asset. As previously stated, the current definition of fund balance used in the budget is meant to capture current assets minus current liabilities. This was meant to include “near cash” items such as billed receivables and subtract out accounts payable. Inventory, which is properly listed as a current asset, does not really fit as an item that you would call “near cash” but has traditionally been included in the budget definition of fund balance.

The difference between fund balance and cash-on-hand as of December 31, 2021, is shown below:

- Electric fund – Cur. Assets – Cur. Liabilities (Fund Balance): \$8,053,765
Electric fund– Cash \$4,339,900*
- Water fund – Cur. Assets – Cur. Liabilities (Fund Balance): \$5,318,274
Water fund– Cash \$4,655,147*

As of December 31, 2020, the total amount held in inventory in the Electric Fund is \$2,029,700 which is why there is a significant difference between cash-on-hand and fund balance. It should also be noted that the accounts receivable total in 2020 for the Electric and Water funds was significantly higher than in year’s past which also impacts the difference between fund balance and cash.

*Total Utility Receivables 2020: \$3,282,884
Total Utility Receivables 2019: \$2,358,331
Difference: \$924,553*

The increase in receivables is in large part due to the suspension of late fees and other collection activities (service disconnections) during the pandemic related economic downturn in 2020. Utility bills continued to be issued but payments were down last year. There was also a settlement with Comcast at the end of 2020 that created a receivable of \$388,760.34 in 2020 which will be cleared to cash in January of 2021.

Other follow-up items

Staff is maintaining a list of other priorities and/or future items to discuss at the Council level in 2022. This list includes:

- Further review of the implementation of a potential Business License / Registration program.
- Continue to work with the Glenview Public Safety Dispatch Center to provide the Village with the best possible service.
- Monitor the Refuse program, and review fund balance requirements at mid-year considering future capital equipment needs.
- Continued tracking and follow-up on the status of \$28 million in State Capital funds earmarked to the Winnetka Stormwater project.
- Follow up discussions on the long-term viability of the Winnetka Power Plant.

ATTACHMENT 2

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.

November 16, 2021

R-92-2021

ADOPTED this 16 day of November, 2021, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

Signed:

Village President

Countersigned:

Village Clerk

Introduced: November 16, 2021

Adopted:

NOTE:

November 16, 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 (Introduction)

Presenter: Timothy J. Sloth, Director of Finance

Agenda Date: 11/16/2021

Consent: ☐ YES ☒ NO

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

Item History:

The Village Council held a budget review meeting on October 29, 2021 to review the proposed fiscal year 2022 budget.

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

Executive Summary:

Because of the projected capital needs of the electric, water, 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 introduction of Resolution No. R-93-2021.

Attachments:

1. Resolution No. R-93-2021, a 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	Base Fee plus \$10.00 for each item
[Note: Includes appliances, sofas, etc.]	
Hard-to-handle refuse	Base Fee plus \$15.00 per cubic yard
[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.]	

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 16 day of November, 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 (Introduction)

Presenter: Timothy J. Sloth, Director of Finance

Agenda Date: 11/16/2021

Consent: ☐ YES ☒ NO

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

Item History:

The Village Council held a budget review meeting on October 29, 2021 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.

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
- Yard waste sticker - \$2.30 to \$2.50

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 introduction of Resolution No. R-94-2021.

Attachments:

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

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.

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

Annual Parking Permits (Not refundable)

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

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

Remote Lot Parking Permits (Public Works Yards)

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

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

Valet Parking Permit Application

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

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

IMPOUNDMENT AND TOWING FEES

<u>Type of Fee</u>	<u>Fee Amount</u>	<u>Conditions for Payment or Refund</u>
<i>Impoundment</i>	\$200.00	Payment is required prior to release of vehicle. Payment will be refunded if the hearing officer determines that the impoundment was not conducted in accordance with the procedural requirements of Village Code Section 10.24.130.
<i>Towing and/or Storage - Private Contractor</i>	Actual cost as billed by the towing or impounding facility	Payment is required prior to release of towed, removed, relocated and/or stored vehicle. Payment will be refunded if the hearing officer determines that the towing, removal, relocation and/or storage was not conducted in accordance with the procedural requirements of Village Code Section 10.24.130.
<i>Storage on Village Property</i>	\$10.00 per day, per vehicle	Payment is required prior to release of stored vehicle. Payment will be refunded if the hearing officer determines that the storage was not conducted in accordance with the procedural requirements of Village Code Section 10.24.130.
<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 16 day of November, 2021, pursuant to the following roll call vote:

AYES: _____
NAYS: _____
ABSENT: _____

Signed:

Village President

Countersigned:

Village Clerk

Introduced: November 16, 2021

Adopted:

November 16, 2021

R-94-2021



Agenda Item Executive Summary

Title: Property Tax Levy and Abatement Ordinances (Introduction)

Presenter: Timothy J. Sloth, Director of Finance

Agenda Date: 11/16/2021

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 introduction 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 - Terminating SSA No. 3 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
--

<u>Total Property Taxes Paid 100.00%</u>	<u>Other Taxing Distr. 87.06%</u>	<u>Village 12.94%</u>	<u>0.0% Change / Village</u>
\$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 16 day of November, 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]

PASSED this 16 day of November, 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.

November 16, 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 16 day of November, 2021, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

Signed:

Village President

Countersigned:

Village Clerk

Introduced: November 16, 2021

Adopted:

November 16, 2021

M-22-2021