

Winnetka Village Council
REGULAR MEETING
Village Hall
510 Green Bay Road
November 2, 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) November 9, 2021 Study Session
 - b) November 16, 2021 Regular Meeting
- 4) Public Comment
- 5) Reports
- 6) Approval of Agenda
- 7) Consent Agenda
 - a) Approval of Village Council Minutes:
 - i) September 14, 2021 Joint Study Session.....3
 - ii) September 21, 2021 Regular Meeting7
 - iii) October 5, 2021 Regular Meeting.....12
 - iv) October 12, 2021 Study Session.....15
 - v) October 19, 2021 Regular Meeting.....20
 - b) Approval of Warrant List dated October 8, 2021 – October 21, 2021.....22
 - c) Resolution No. R-86-2021: CRS Program – Repetitive Loss Area Analysis Update (Adoption).....23
 - d) Resolution No. R-87-2021: SAFEbuilt Contract Renewal (Adoption).....68
- 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).....105
- 9) Old Business: None.
- 10) New Business: None.

11) Appointments

12) Closed Session

13) Adjournment

NOTICE

All agenda materials are available at villageofwinnetka.org (Governance > Agendas & Minutes); the Reference Desk at the Winnetka Library; or in the Manager's Office at Village Hall (2nd floor). 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
Joint Virtual Study Session Meeting of
Winnetka Village Council
Plan Commission
Village Hall
September 14, 2021

(Approved: xx)

A record of a legally convened regular meeting of the Council of the Village of Winnetka and the Plan Commission, which was held in the Village Hall Council Chambers on Tuesday, September 14, 2021, at 7:00 PM.

- 1) Call to Order. President Rintz called the meeting to order at 7:04 PM. Manager Bahan called the roll of the Village Council. Present: Trustees Robert Apatoff, Andrew Cripe, Tina Dalman, Bob Dearborn, John Swierk, Kim Mancini and President Rintz. Absent: None. Assistant Community Development Director Brian Norkus called the roll of the Plan Commission. Present: Trustees Jonathan Alt, Mamie Case, Layla Danley, Jon Golan, and Chair Bridget Orsic. Absent: None. Also present: Village Manager Robert Bahan, Assistant Village Manager Kristin Kazenas, Village Attorney Ben Schuster, Deputy Village Clerk Berina Gradjan, Assistant Community Development Director Brian Norkus, and approximately 4 persons in the audience.
- 2) Public Comment. None.
- 3) Comprehensive Plan Working Session Discussion.

The Comprehensive Plan had been put on hold in the Spring of 2020 due to the COVID-19 pandemic. Members of the Lakota Group, Scott Freres, Becky Hurley and Siraj Asfahani, Village Council and the Plan Commission, gather to discuss the restart of the Comprehensive Plan and re-engagement with the project.

Scott Freres, of the Lakota Group, directs Council and the Plan Commission to inform the Lakota Group on what type of information they are seeking to be obtained as they begin re-engaging regarding the re-start of the Comprehensive Plan. Mr. Freres asks that Council and the Plan Commission convey their expectations of the different tasks they feel the Lakota Group needs to accomplish as well as the various data they seek to gather from surrounding communities.

Scott Freres informs members of the Council and the Plan Commission about how important it is for them to engage with the Winnetka community and to make sure that they can not only be distinguished out in public, but also approachable by carrying a flag, “Winnetka Futures”. Mr. Freres states that part of their goal with engaging amongst the community is to hear their thoughts, concerns, ideas and make members of the community feel heard. Mr. Freres notes that the Comprehensive Plan allows for the establishment of direction, initiatives, protocols and programs to move the community forward and make good decisions. He states that part of good decision-making is immediately being attentive to the current problems and changes that are going on within Winnetka in order to avoid future problems. Mr. Freres stresses that while the Comprehensive Plan instills successful strategies, it is not a design plan.

Winnetka Plan Commission and Village Council Joint Virtual Meeting September 14, 2021

Scott Freres describes the Lakota Groups three phases for the Comprehensive Plan consisting of the analyze phase, visioning phase and plan making phase. The “analyze phase” is the front-end phase striving to have a better understanding of where the Comprehensive Plan is at today such as the number of vacancies, building permits, zoning code, sustainability, housing, etc... While the analyzing phase consists of knowing where the Village stands regarding the topics mentioned, it also reflects on “community voices”, also known as the state of the community, and is the front chapter for the Comprehensive Plan. Mr. Freres indicates that one way they have been able to engage with residents is by having an open conversation and allowing the residents to express their thoughts and opinions on what community means to them. Scott Freres indicates the Lakota Groups interest in planning a BBQ in hopes of bringing more of the community together and engaging in open conversation.

After deliberation on how the future of Winnetka will be regarding the pandemic, members of both the Council and Plan commission agree that there will have to be new ways of implementing procedures, potential changes to the zoning code and adjustments to the way things have been done within the community in past years. While Trustee Apatoff and Trustee Cripe state that any changes implemented, or release of information should be done with caution as there is still a high level of uncertainty and unfamiliarity with the pandemic. Because of the changes that have taken place due to COVID since the initial start of the Comprehensive Plan, Trustee Dalman and Trustee Swierk are in agreement that one helpful way to start restart the project, is by going back to those that were already interviewed and seeing what has changed in their opinion to distinguish the difference between the “now and then”.

Layla Danley, of the Plan Commission, expressed her observation on how the community has been much more engaged with outdoor activities and a healthier lifestyle with respect to the increase in foot traffic around town. Many more children are observed riding their bikes, pedestrians walking and engagement of movement rather than solely relying on driving. Trustee Swierk states that after living in Winnetka for 18 years, summers have become much more lively rather than empty prior to the pandemic starting. Discussion regarding all of the increase in foot traffic and bicycles, led to members of the Council suggesting a potential change within the zoning code for bike lanes and cross walks. Becky Hurley, of the Lakota Group, agrees that there is in fact an increase in foot traffic, however, that this may be an opportunity for the Village nudge change along and move towards active transportation. This would not only help decrease vehicle dependability, but would also be beneficial in terms of safety, congestion, and sustainability.

Regarding the restart of the Comprehensive Plan, the Lakota Group assures Council and the Plan Commission that they are not restarting from the beginning as they have all of the information from the initial start of the project. They reflect on the engagement of the community, working sessions and meetings with staff from January of 2020. However, the Lakota Group states that they provided staff a timeline of the project which was under review and would be finalized once the open house, hosted by the Lakota Group, took place. Trustee Mancini questions what information has been gathered regarding the Lakota Groups pillars to aid in the restart of the Comprehensive Plan. Becky Hurley states that they have been structuring their foundation based on the communities’ feedback and data they have gathered.

Winnetka Plan Commission and Village Council Joint Virtual Meeting September 14, 2021

An issue that the Plan Commission, Council and Lakota Group surface is how to engage members of the community that are not fully participating with their feedback and how to nudge those members to get active. Part of the thought process was brought up by Chair Orsic to promote positivity with those that volunteer. While sending surveys engaging the community and asking a broader questions, “what they would like in the Village”, the Lakota Group suggests that surveys can be more direct to narrow massive requests. This would show more of a shared value and needs for the community as a whole rather than individual wants and needs. Mr. Freres informs Council and the Plan Commission that they have been in contact with the Park District to get a list of new residents that have moved to Winnetka within the past year in order to engage with them on why they moved to Winnetka.

While there is a high level of engagement with the residents and community members, discussion of reaching out to those that have moved out of Winnetka may also be helpful and provide more insight on what to incorporate in the Comprehensive Plan. Council members feel that reaching out to those residents to obtain a better understanding as to why they moved out of Winnetka can surface different points of view that can encourage positive change in the community.

(Trustee Swierk left the meeting at 8:29pm.)

Scott Freres informs Council of their engagement with the business owners of the Winnetka business districts. Mr. Freres stresses the various factors that can help bring in more customers from surrounding communities and how that can benefit Winnetka businesses. Siraj Asfahani references Spirit Elephant, in Winnetka, and how it is the hotspot for a diverse group of people ranging from age and race diversity, but also accommodating to vegan and non-vegan customers. Trustee Dalman also states how great the business is with their social media and have influencers posting on social media that promote the business around the Chicagoland area. Trustee Dalman and Mr. Asfahani both agree that social media and marketing help benefit businesses to be recognized and promote visits from surrounding communities. Scott Freres touches on the surrounding communities such as Glencoe, Wilmette and Kenilworth being a regional economy with a lot of dynamic between the Villages. Residents that move to surrounding communities still feel that they are engaged with one another and can commute freely with the convenience of options and location.

Trustee Cripe states that it would be interesting to get input out of surrounding community businesses to see what it would take for them to open in Winnetka. While Trustee Cripe thinks that Winnetka does not have enough density to support things that Winnetka residents want, he would like to see more density emerging.

Scott Freres states that, from a developer’s perspective, there are various buildings within Winnetka that can be converted into different operational spaces. By doing so, this can increase the liveliness within Winnetka by either using these spaces as resident housing or businesses to attract customers from outside of town.

(Trustee Swierk returned at 8:53pm.)

Scott Freres informs Council and members of the Plan Commission that any ideas and suggestions they may have for the Lakota Group regarding the Comprehensive Plan can be directed to Becky Hurley, Siraj Asfahani or Scott Freres himself. The Lakota Group also assures Council and the Plan Commission that they are open to reaching out to people and

Winnetka Plan Commission and Village Council Joint Virtual Meeting September 14, 2021

will be working on updating the project website. Promotion of the project and a survey will be presented at various events within the Village and platforms on various social media.

- 4) Closed Session. None.
- 5) Adjournment. Chair Bridget Orsic, seconded by Layla Danley moved to adjourn the Plan Commission meeting. Trustee Apatoff, seconded by Trustee Cripe, moved to adjourn the Village Council meeting. By roll call vote, the motion carried. Ayes: Trustees Apatoff, Cripe, Dalman, Dearborn, Mancini, and Swierk. Nays: None. Absent: None. The meeting adjourned at 8:59 PM.

Recording Secretary

**MINUTES
WINNETKA VILLAGE COUNCIL
REGULAR MEETING
September 21, 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, September 21, 2021, at 7:00 PM.

- 1) Call to Order. President Rintz called the meeting to order at 7:02 PM. Present: Trustees Robert Apatoff, Andrew Cripe, Robert Dearborn, Tina Dalman and John Swierk. Absent: Kim Mancini. Also present: Village Manager Robert Bahan, Assistant Village Manager Kristin Kazenas, Village Attorney Peter Friedman, Deputy Village Clerk Berina Gradjan, and approximately 4 persons in the audience.
- 2) Pledge of Allegiance. Trustee Apatoff led the group in the Pledge of Allegiance.
- 3) Quorum.
 - a) Tuesday, October 5, 2021 Regular Meeting. All of the Council members present said they expect to attend. Trustee Swierk to be absent.
 - b) Tuesday, October 12, 2021 Study Session. All of the Council members present said they expect to attend.
 - c) Tuesday, October 19, 2021 Regular Meeting. All of the Council members present said they expect to attend.
 - d) Friday, October 29, 2021 Budget Review Meeting. All of the Council members present said they expect to attend. Trustee Dalman to be absent.
- 4) Public Comment.
 - a) Lynn L. Doranski of 786 Foxdale. Resident would like to voice support for a Village Ordinance that would allow residents to have native plant gardens on the parkway of their residence. The resident's parkway is in need of a makeover and they would prefer to use native plant rather than grass. The resident states that grass cannot hold water or store carbon the way native plants can and is willing to be a test site if the Village is seeking to do so. The resident visited Michigan City, IN and noticed that the city has installed native gardens at the corners of their business districts so that water can filter through the garden and through the sewer drain. The resident believes that as a community, this would be a great step forward for the natural environment.

Village Manager Rob Bahan confirms that Jim Bernahl, Engineering Director, will call to follow up with the resident. The Village has a parkway planting permit process and guidance with the Environmental & Forestry Commission.
- 5) Reports: None.
 - a) Trustees.
 - i) Trustee Apatoff states that the past two weekends have been big weekends for Winnetka and would like to credit the public/private partnership on the Music Fest. Trustee Apatoff believes that the amount of work that has been done is amazing and thanks staff and the Park District.

- b) Attorney. None.
- c) Manager. None.
- d) Village President. None.
- 6) Appointments:
 - a) Next, Manager Bahan read a list of advisory board appointments recommended by Trustee Rintz:
 - i) Re-appoint Layla Danley to a three-year term on the Plan Commission – her term will expire 9/21/2024;
Trustee Apatoff, seconded by Trustee Cripe, moved to re-appoint Layla Danley to the Plan Commission. Her term will expire on 9/21/2024. By roll call vote, the motion carried. Ayes: Trustees Apatoff, Cripe, Dalman, Dearborn, and Swierk. Nays: None. Absent: Mancini.
 - ii) Appoint Katie Moor to a three-year term on the Design Review Board – her term will expire 11/15/2024. Katie is filling a vacancy from Brad McLane’s resignation;
Trustee Cripe, seconded by Trustee Apatoff, moved to appoint Katie Moor to Design Review Board to fill the vacancy from Brad McLane’s resignation. Her term will expire on 11/15/2024. By roll call vote, the motion carried. Ayes: Trustees Apatoff, Cripe, Dalman, Dearborn, and Swierk. Nays: None. Absent: Mancini.
 - iii) Appoint Patrick Hanley to a three-year term on the Environmental and Forestry Commission – his term will start on 10/21/2021 and will expire on 10/22/2024. Patrick is filling a vacancy from Chris Foley’s resignation as of 10/20/2021;
Trustee Apatoff, seconded by Trustee Cripe, moved to appoint Patrick Hanley to the Environmental and Forestry Commission to fill a vacancy from Chris Foley’s resignation. His term will expire on 10/22/2024. By roll call vote, the motion carried. Ayes: Trustees Apatoff, Cripe, Dalman, Dearborn, and Swierk. Nays: None. Absent: Mancini.
- 7) Approval of the Agenda. Trustee Cripe, seconded by Trustee Apatoff, moved to approve the Agenda. By vote, the motion carried.
- 8) Consent Agenda
 - a) Village Council Minutes.
 - i) August 17, 2021, Regular Meeting.
 - b) Approval of Warrant List dated August 27 – September 9, 2021 in the amount of \$4,118,969.59.
 - c) Ordinance No. M-15-2021: 1184 Tower Road - Variations (Adoption).
 - d) Resolution No. R-79-2021: Appoint Village Treasurer (Adoption).
Trustee Cripe, seconded by Trustee Dalman, moved to approve the foregoing items on the Consent Agenda by omnibus vote. By roll call vote, the motion carried. Ayes: Trustees Apatoff, Cripe, Dalman, Dearborn, and Swierk. Nays: None. Absent: Mancini.

9) Ordinances and Resolutions.

a) Ordinance No. MC-5-2021: Amending Liquor Code (Introduction).

Marc Hornstein, Chief of Police, informs Council that businesses will come to Police to apply for a liquor license and Police will then review the business model to distinguish which of the 18 variations of licenses, in the Village code, the business will fall under. When Hometown Coffee & Juice applied, Police did not find that the business fit into the liquor license categories under restaurants and decided that they best fit under the Class F license with a recommendation of making two changes in the Village code. One change is to allow for the sale of beer, wine and liquor as their business model calls for the sale of cocktails. The second change would adjust the hours of the sales of alcohol. Chief Hornstein requests the start of liquor sales at 9am and with these particular changes, will then allow Hometown Coffee & Juice to fit under the Class F liquor license and accommodate their request.

Members of Council address Chief Hornstein regarding other restaurants within the Village and how their sales and hours compare to the request that Hometown Coffee & Juice is proposing. A few of the Council members question why the hours are as early as they are being requested. Chief Hornstein confirms that majority of the restaurants in Winnetka are Class A-1 liquor license holders and that the Village code allows for the sale of alcohol during their hours of operation. Mr. Hornstein confirms that Police is proposing the hours to be adjusted to 9am in order to keep the hours consistent with the restaurants.

After some conversation between Council members, members agree that there may be a level of concern regarding potential problems that may occur and how the Village would deal with those situations. President Rintz states that he is not comfortable with the idea of selling alcohol at such an early hour and suggests that they should reach out to the restaurant. President Rintz would like to have the owners present to answer questions for Council and to confirm their intentions with the proposed request prior to voting on the Ordinance.

Without any objection, Council agrees to defer the Ordinance No. MC-5-2021: Amending Liquor Code (Introduction) to the October 5, 2021 Council meeting.

b) Ordinance No. M-16-2021 – 582 Provident Avenue – Variations (Introduction/Adoption).

Community Development Director, David Schoon, briefs Council that the proposed request is for an approval of four variations to allow construction of additions to the existing structure on the subject property. The Zoning Board of Appeals approved the request by a vote of 4-2, however, one variation could not be supported which was the corner yard setback. The subject property is located on the N/W on Provident and Spruce St and is zoned R-5 Single Family Residential. The variations requested are to replace the detached garage with an attached garage. The variation request would also include a proposed family room, mud room and work area room with a master suite above. In addition, the subject owners are also requesting a front porch expansion, creating a wraparound porch, and proposed 2 story additions to the home.

Subject property owner, Brian Donohoe, informs Council of the gap between the space of the neighbor's house which gives the property an awkward look. The proposal would allow to utilize the extra space to have more room for the family inside their home while the wrap around porch would allow them to maximize the outdoor space. Mr. Donohoe believes that the turnaround of the property is 5 years and believes that the addition would be nice for the neighborhood and the family.

Katie Donohoe addresses Council and expresses their willingness to keep the charm of the town intact with their home. The changes they are looking to make will be for the fact that they would like to stay in Winnetka and preserve the home long term. Ms. Donohoe thanks Council for their time and consideration.

President Rintz questions if the additions being added to the home will stay consistent with the current material in place. Architect, Chip Hacklia, confirms that the material will be the original and will be consistent with what the home already has integrated.

Members of Council question if there will be any issues with construction regarding stormwater issues, variation requests, and if there will be any internal space issues. Mr. Schoon as well as Mr. Hacklia inform Council that there are no requests for impermeable lot coverage or roof lot coverage variations and there will be no issues regarding the interior construction of the home.

After some discussion regarding the home, Council is in agreement that they are in favor of the project moving forward and agree that the home has a beautiful design. Council is in favor for the subject property owners to uphold the home and preserve the charm of the property.

The Council was in unanimous agreement to approve the request.

Trustee Dalman, seconded by Trustee Apatoff, moved to waive introduction of Ordinance No. M-16-2021. By roll call vote, the motion carried Ayes: Trustees Apatoff, Cripe, Dalman, Dearborn, and Swierk. Nays: None. Absent: Mancini.

Trustee Cripe, seconded by Trustee Apatoff, moved to adopt Ordinance No. M-16-2021. By roll call vote, the motion carried. Ayes: Trustees Apatoff, Cripe, Dalman, Dearborn, and Swierk. Nays: None. Absent: Mancini.

10) Old Business. None.

11) New Business. None.

12) Closed Session. Closed Session for the purpose of discussing specific personnel, disposition of and setting of the price for Village property, and probable or imminent litigation, pursuant to Sections 2(c)(1), 2(c)(6), and 2(c)(11) of the Illinois Open Meetings Act

Trustee Cripe moved to adjourn into Closed Session for the purpose of discussing specific personnel, disposition of and setting of the price for Village property, and probable or imminent litigation, pursuant to Sections 2(c)(1), 2(c)(6), and 2(c)(11) of the Illinois Open Meetings Act. By roll call vote, the motion carried. Ayes: Trustees Apatoff, Cripe, Dalman, Dearborn, and Swierk. Nays: None. Absent: Mancini.

President Rintz announced that the Council meeting would adjourn automatically and immediately upon the conclusion of the Closed Session without the conduct of any further business. The Council adjourned into Closed Session at 8:52 PM.

13) Adjournment. The meeting adjourned at 9:48 PM.

Recording Secretary

**MINUTES
WINNETKA VILLAGE COUNCIL
REGULAR MEETING
October 5, 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, October 5, 2021, at 7:00 PM.

- 1) Call to Order. Trustee Cripe called the meeting to order at 7:00 PM. Present: Trustees Robert Apatoff, Robert Dearborn, Tina Dalman and Kim Mancini. Absent: Chris Rintz and John Swierk. Also present: Village Manager Robert Bahan, Assistant Village Manager Kristin Kazenas, Village Attorney Peter Friedman, Deputy Village Clerk Berina Gradjan, and approximately 2 persons in the audience.
- 2) Pledge of Allegiance. Trustee Cripe led the group in the Pledge of Allegiance.
- 3) Quorum.
 - a) Tuesday, October 12, 2021 Study Session. All of the Council members present said they expect to attend.
 - b) Tuesday, October 19, 2021 Regular Meeting. All of the Council members present said they expect to attend.
 - c) Friday, October 29, 2021 Budget Review Meeting. All of the Council members present said they expect to attend.
 - d) Tuesday, November 2, 2021 Regular Meeting. All of the Council members present said they expect to attend.
- 4) Public Comment. None.
- 5) Reports: None.
 - a) Trustees. None.
 - b) Attorney. None.
 - c) Manager. None.
 - d) Village President. None.
- 6) Approval of the Agenda. Trustee Dalman, seconded by Trustee Apatoff, moved to approve the Agenda. By vote, the motion carried.
- 7) Consent Agenda
 - a) Village Council Minutes. None.
 - b) Approval of Warrant List dated September 10 – September 23, 2021 in the amount of \$1,632,723.99.
 - a) Resolution No. R-80-2021: Approving A Contract With Power Line Supply For The Purchase Of 600 Volt 4/0 & 350 Kcmil Underground Cable (Adoption)
 - c) Resolution No. R-81-2021: Approving A Contract With The Okonite Company For The Purchase Of 600 Volt 500 kcmil Underground Cable (Adoption)
 - d) Resolution No. R-82-2021: Approving A Contract With The Okonite Comany For The Purchase Of 15kV Underground Cable (Adoption)

- e) Resolution No. R-83-2021: Approving A Contract With Wesco Distribution, Inc. For The Purchase of a Transformer (Adoption)
- f) Resolution No. R-84-2021: Approving A Contract With Wesco For The Purchase Of Three Phase Pad Mount Transformers (Adoption)

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

8) Ordinances and Resolutions.

- a) Ordinance No. MC-5-2021: Amending Liquor Code (Introduction).

Marc Hornstein, Chief of Police, recaps the ordinance continued from the September 21st Village Council meeting. A proposed amendment is presented before Council to update the Class F liquor license allowing to accommodate Hometown Coffee & Juice's business model for the sale of cocktails.

The applicant, Lou Rubin, from Hometown Coffee & Juice is present and confirms that he has no intent of having his restaurant resemble a bar and is comfortable with not having alcohol sales prior to 11am. Chief Hornstein confirms Councils follow up question regarding the breakdown of the 3% of alcohol sales and how much of that reflects cocktails. It is confirmed that the 3% of alcohol sales are split amongst cocktails, beer, and wine. The Village Attorney has amended the Village code to allow the sale and service of alcohol at 11am rather than the proposed 9am hour.

Trustee Dearborn and Apatoff both agree that the 11am hours are an improvement from 9am and do not see an issue with the amended hours.

Loui Rubin, owner of Hometown Coffee & Juice, informs Council that alcohol sales are not the core of their business and are looking to only add the addition to their sales. Mr. Rubin confirms that alcohol sales reflect only a small portion of their business sales. Trustee Apatoff questions where the alcohol is stored within the business space that is accessible to the customers. Mr. Rubin confirms that the alcohol is stored behind a counter, on the Elm side of the building, where customers are able to sit and eat.

Trustee Dalman, seconded by Trustee Mancini, moved to introduce Ordinance No. MC-5-2021. By roll call vote, the motion carried. Ayes: Trustees Apatoff, Cripe, Dalman, Dearborn, and Mancini. Nays: None. Absent: Trustee Swierk.

- b) Ordinance No. M-17-2021: 1225 Hill Road - Variation (Introduction/Adoption)

Subject property owners are requesting an approval of a zoning variation for the approval of construction of a pergola on the property where the Zoning Board of Appeals has voted for an approval with a 5-0 vote. Community Development Director David Schoon confirms that the Engineering Department has reviewed the plan and has approved it based on the stormwater detention requirement and flood plane management requirements.

Trustee Dalman, seconded by Trustee Mancini, moved to waive introduction of Ordinance No. M-17-2021. By roll call vote, the motion carried Ayes: Trustees Apatoff, Cripe, Dalman, Dearborn, and Mancini. Nays: None. Absent: Trustee Swierk.

Trustee Apatoff, seconded by Trustee Dearborn, moved to adopt Ordinance No. M-17-2021. By roll call vote, the motion carried. Ayes: Trustees Apatoff, Cripe, Dalman, Dearborn, and Mancini. Nays: None. Absent: Trustee Swierk.

9) Old Business. None.

10) New Business. None.

11) Appointments: None.

12) Closed Session. None.

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

Recording Secretary

MINUTES
Study Session Meeting of
Winnetka Village Council
Village Hall
October 12, 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, October 12, 2021, at 7:00 PM.

- 1) Call to Order. President Rintz called the meeting to order at 7:04 PM. Manager Bahan called the roll of the Village Council. Present: Trustees Robert Apatoff, Andrew Cripe, Tina Dalman, Bob Dearborn, John Swierk and Kim Mancini. Absent: None. Also present: Village Manager Robert Bahan, Assistant Village Manager Kristin Kazenas, Village Attorney Ben Schuster, Deputy Village Clerk Berina Gradjan, and approximately 10 persons in the audience.
- 2) Public Comment. None.
- 3) 93 Green Bay Road Proposals – Review of Revised Proposals.

President Rintz informs Council and the three finalists, Tala Coffee Roasters, Firecakes Craft Donuts and Left Coast, that each presenter will have 20 minutes to present their proposed plans and will be allowed 20 minutes to answer any questions from Council and hear public comment.

Community Development Director David Schoon introduces the Founder and CEO of Tala Coffee Roasters, Ryan Hickman.

Ryan Hickman, Founder and CEO of Tala Coffee Roasters, introduces himself and his background in the food industry to Council. Mr. Hickman states that he has spent 25 years in the food industry and was a franchisee of Rosati's Pizza operating two locations; Vernon Hills and Libertyville. In 2016, Mr. Hickman sold his restaurants to start Tala Coffee Roasters and launched his business in 2017. He began with a roasting and production facility in Libertyville and before opening his Highwood location in 2018. Mr. Hickman informs Council that Tala Coffee Roasters selects and sources their coffee from around the world, roasts the coffee, packages and delivers to their cafes as well providing wholesale and accommodating online customers. He also introduces the team, Keith Lilja, Head Roaster and Graphic Designer, Stefan Tong, Café Manager and Educational Director and Joanna Tong, Director of Marketing and Operations.

Joanna Tong addresses Council with their concept for the 93 Green Bay Rd site. She states that they would like to use the site as their second space and would love the opportunity to be successful within Winnetka. Ms. Tong briefs Council that part of the reason as to why they were so drawn to the site is due to the charm and the history of the old gas station and believes that they can bring their own characteristic to the site.

(Trustee Cripe arrived at 7:11PM.)

She informs Council that part of their proposal would be to improve parking and circulation at the site as well as generating a more efficient way to allow traffic to flow. This would

require the removal of barriers between the 93 Green Bay Rd lot and Metra lot. Regarding their interior floor plan proposal, Tala Coffee Roasters presented Council a realistic floor plan for the space, previewing how the table and seating layout will look as one of their goals is to accommodate as much seating as possible. Ms. Tong also displays their concept of the entrance and exit outlets at the site allowing for a more efficient way to allow foot traffic to flow.

Tala Coffee Roasters are looking to return the site to its former glory and go beyond with the image of the 93 Green Bay Road site. Ms. Tong states that they are looking to build on an outdoor atmosphere that would be welcoming to the community and allow for gatherings due to the seating opportunities that they plan on incorporating. Ms. Tong informs Council that her team is very hands on and is very determined to achieve a level of success. She assures council that the team is very much ready to get going with their goals and believes that Winnetka is a perfect fit for their business model they are looking to bring to life.

Ms. Tong stresses that everything on the menu is made in house to bring a unique menu and ingredients that are not just added sugars. They bring a variety of food items to the menu and provide quality and accessibility stating that these are two of Tala's core values. Ms. Tong speaks on Tala's consistency and repeatability that comes from their craft and determination to bring the best coffee to their customers. Tala Coffee Roasters not only provides the sales of food and coffee but various merchandise as well. They allow for the sales of clothing that has been successful with the business model and state that they would like to expand the service and offer coffee delivery within Winnetka. They believe that this will draw in local teens, young adults, surrounding adults and surrounding neighborhoods to the location.

During COVID, Tala Coffee Roasters did not lay off any of their employees and state that they grew 40% during the pandemic. The business also provided promotional opportunities, raises for their employees and hired even more workers. They believe this displays their confidence in wanting to be successful and that they are capable of staying as a lively business.

Members of Council question how Tala would perform during various hours of the day and when they believe they would peak during the day. Ms. Tong believes that given how close they are to New Trier, they believe that their peaks would be early in the morning and a heavy number of students coming in after school to do homework. Staff of Tala Coffee Roasters also state that they believe customers are more susceptible to "grab-and-go" services in the morning rather than later in the day when customers tend to sit in for some duration of time. Tala staff also confirms that these projections depend on Winnetka's resident and community tendencies of when people get up and get moving can certainly change based on the Village's pattern.

Trustee Mancini questions how the business was able to uphold their sales in recent times. Mr. Hickman elaborates that by selling merchandise and apparel to their customers, experimenting with grab-and-go, delivery services and providing long term stocking with coffee bags located at the Tala storefront, these services helped with Tala's sales and their success.

Members of Council address the Tala team on their concern regarding the surrounding competitors and what will set them apart. Ms. Tong states that because they believe that they are so unique and have a very convenient location to build, their staff is very confident that

they will have a successful rate with their sales and business. Ms. Tong also states that Tala works with coffee importers that ensure they are obtaining quality coffee. Mr. Lilja also informs Council that Tala has a special way of roasting the coffee in order to preserve the quality and ensure that customers can taste their signature coffee specialties.

Members of Council thank the Tala Coffee Roasters team for their time and presentation.

Community Development Director David Schoon introduces Firecakes Craft Donuts to Council.

Jonathan Fox thanks Council for their time and briefly introduces the original Firecakes Donuts location, established in 2013 in River North. Mr. Fox informs Council that he is in fact a Winnetka resident and is looking to bring his business to help support and add another small businesses within the Village. Mr. Fox's team, Mitch Goltz and Shai Wolkowicki, inform Council that they believe Firecakes Donuts will in fact be successful and bring a great feel to Winnetka. Mr. Fox briefs Council on his success within the River North location and by crafting a perfect donut, as well as bringing ice cream and coffee, they have been extremely successful and believes that he can achieve the same success in Winnetka. He believes that while passion drives product, partnering with local companies who share the same core values to bring organic ingredients and quality products, it will ultimately bring a unique staple to his business and drive success.

Mr. Fox informs Council on the social aspect of Firecakes Craft Donuts. He states that his storefront allows for customers to have social engagement while enjoying the various desserts on the menu and coffee and that this will draw a lot of community residents from Winnetka and surrounding communities. Mr. Fox shares that his business model also includes catering services to various events and that the catering setup is unique offering a donut wall, sweet tables and delivery services. While COVID restrictions forced his business models to change, he adapted by installing walk up locations at his storefronts, touchless payment options and pre-order options. Mr. Fox also states that Firecakes also has a food truck that provides mobile food sales for the business which increases sales and adds to his business's success.

Mr. Goltz briefs Council that the Firecakes team plans to incorporate a covered heated outdoor space that will allow for an increase in gatherings even during the colder seasons. The location offers an open feel with larger windows, interior walk-up windows to show the various donuts and be more eye appealing. Mr. Fox believes that being located near New Trier High School will contribute to certain hours peaking especially considering the menu items that will attract social engagement for not only the New Trier students, but the community as a whole.

Council questions if there is anything else other than donuts for breakfast. Mr. Fox informs Council that the business also provides homemade fruit parfaits, yogurts and fresh squeezed orange and lemon juice. Mr. Fox states that they use local farmers to improve the quality of ingredients and strive to accommodate various customers. Firecakes offers vegan ice cream and various products on the menu which is available all of the time to accommodate a range of customers.

Members of Council question the traffic flow and how Firecakes will manage their sales and productions. Mr. Goltz briefs Council that they are looking to designate time restricted

parking spots and traffic studies to learn the traffic patterns to allow for functionality in the long-term when they get more familiar with how the business traffic will be. Mr. Fox also confirms that Firecakes has a software that determines the types of sales and consumer needs based on times and sales of the business and the products. Mr. Fox assures Council that the sales are monitored to track the product sales and aid in keeping the business running efficiently.

Community Development Director David Schoon introduces Micheal Madden, owner of Left Coast to Council.

Michael Madden addresses Council on his beliefs as to what Left Coast can bring for the Village. Mr. Madden believes that his business can bring a variety of healthy, delicious and convenient options to a local neighborhood café. He ensures that the business model is a chef driven menu and a full restaurant serving high quality organic foods made from scratch. The business began in Lincoln Park in 2016 and offers a variety of healthy menu options ranging from cold pressed juices, smoothies, various different coffees and breakfast and lunch options. Mr. Madden believes that his unique variety of options will attract a wide spectrum of social groups allowing for social gatherings that people will be attracted to.

Mr. Madden states that they will eventually look to incorporate turf to the front patio giving Left Coast a special feel to the site that would be unique to the business as well as allowing for more seating by incorporating benches expanding the seating. Mr. Madden believes that by increasing parking spaces, it will allow for an increase in traffic flow and can be done so by removing the fence which would carve out about 30 spots. Increasing parking will allow for the convenience of customers to be able to sit in and enjoy their experience at Left Coast.

Mr. Madden informs Council that he ready to go in terms of kicking off the planning process and working with the Village to ensure proper construction and build outs of the site. He has much of the equipment and staff developed as well as the plan coordination. While he is aware that the project will be a financial investment, he sees a huge amount of potential and believes it would be an honor to operate Left Coast at 93 Green Bay Road site.

Trustee Cripe questions Mr. Madden on what the staffing situation will look like at the 93 Green Bay Road location. Mr. Madden informs Council that they are planning on transferring various staff members and while there is a challenge presented, he believes that promoting the hiring process and Left Coast's grand opening, he will attract applicants from Winnetka and surrounding communities. He confirms that staffing will not be an issue, however, he emphasizes that he will be focused on finding the right chefs to be able to uphold the quality of the food.

Members of Council address the business model sales and the takeout stance for Left Coast. Council wonders if Mr. Madden believes that the projected sales for takeout will be similar to his other locations. Mr. Madden confirms that he doesn't think it will be much different and that the rate of sales will be leveled equally. During COVID, Mr. Madden came out with an app that allows for customers to place orders from Left Coast and for returning customers, allows for the app to track certain food restriction and past orders. The app has reached about 10,000 local users and completes about 500 transactions a week. The app also allows for customers to pay ahead of time and pick their food out. Mr. Madden states that this helps his business success and is also convenient for his customers.

Mr. Madden stresses on Left Coasts effort to really take an extra step with their customers and make the location be a special place. He informs Council that staff from Left Coast takes extra measures to familiarize themselves with their customers names, returning customers and to create an atmosphere that is very welcoming.

Presidents Rintz stresses on the diversity and growth of Winnetka and thanks the finalists for taking the time to come out and present their willingness to conduct their business in Winnetka. President Rintz informs Council and the finalists that within a few weeks, Council will have an answer on a finalist

- 4) Closed Session. None.
- 5) Adjournment. Trustee Apatoff, seconded by Trustee Cripe, moved to adjourn the Village Council meeting. By roll call vote, the motion carried. Ayes: Trustees Apatoff, Cripe, Dalman, Dearborn, Mancini, and Swierk. Nays: None. Absent: None. The meeting adjourned at 9:23 PM.

Recording Secretary

**MINUTES
WINNETKA VILLAGE COUNCIL
REGULAR MEETING
October 19, 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, October 19, 2021, at 7:00 PM.

- 1) Call to Order. President Rintz called the meeting to order at 7:01 PM. Present: Trustees Robert Apatoff, Andrew Cripe, Tina Dalman, Robert Dearborn, Kim Mancini, and John Swierk. Absent: None. Also present: Village Manager Robert Bahan, Assistant Village Manager Kristin Kazenas, Village Attorney Peter Friedman, and Deputy Village Clerk Berina Gradjan.
- 2) Pledge of Allegiance. Trustee Swierk led the group in the Pledge of Allegiance.
- 3) Quorum.
 - a) Friday, October 29, 2021 Budget Review Meeting. All of the Council members present said they expect to attend.
 - b) Tuesday, November 2, 2021 Regular Meeting. All of the Council members present said they expect to attend.
 - c) Tuesday, November 9, 2021 Study Session. All of the Council members present said they expect to attend.
 - d) Tuesday, November 16, 2021 Regular Meeting. All of the Council members present said they expect to attend.
- 4) Public Comment. None.
- 5) Reports:
 - a) Trustees. None.
 - b) Attorney. None.
 - c) Manager. Village Manager Rob Bahan informs Council that the annual budget packets will be distributed on Thursday, October 21st to Council members.
 - d) Village President. President Rintz states that he attended the ribbon cutting for Valentina and believes that the transformation from a real estate office to the current business use is magnificent. Mr. Rintz describes the glow of windows at night and the product display really confirms what they have been working towards. Mr. Rintz also states that he attended the Farmers Market and is amazed at the record number of vendors in attendance as well as the turn out of visitors and the hallmark feel seeing the number of families and kids out.
- 6) Approval of the Agenda. Trustee Cripe, seconded by Trustee Apatoff, moved to approve the Agenda. By voice vote, the motion carried.
- 7) Consent Agenda
 - a) Village Council Minutes.
 - i) September 9, 2021, Regular Meeting.
 - b) Approval of Warrant List dated September 24, 2021 – October 7, 2021 in the amount of \$798,435.64.

- c) Ordinance No. MC-05-2021: Amending Liquor Code (Adoption)
- d) Resolution No. R-72-2021: Approving a Class F Liquor License for Hometown Coffee Winnetka, LLC (Adoption)
- e) Resolution No. R-85-2021: GIS Service Provider Agreement (Adoption)

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

8) Ordinances and Resolutions. None.

9) Old Business. None.

10) New Business. None.

11) Appointments:

- a) Appoint Heather Niehoff to a four-year term on the Design Review Board – her term will expire 5/1/2025. Heather is filling a vacancy from Brooke Kelly’s resignation.

Trustee Dearborn, seconded by Trustee Cripe, moved to appoint Heather Niehoff to the Design Review Board to fill a vacancy for Brooke Kelly. Her term will expire on 5/1/2025. By roll call vote, the motion carried. Ayes: Trustees Apatoff, Cripe, Dalman, Dearborn, Mancini, and Swierk. Nays: None. Absent: None.

12) Closed Session for the purpose of discussing (i) the disposition and setting the price for Village property and (ii) pending litigation, pursuant to Sections 2(c)(6) and 2(c)(11) of the Illinois Open Meetings Act.

Trustee Dalman seconded Trustee Dearborn moved to adjourn into Closed Session for the purpose of discussing (i) the disposition and setting the price for Village property and (ii) 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. Trustee Dearborn seconded the motion. 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 7:07 PM.

13) Adjournment. The meeting adjourned at 8:53 PM.

Recording Secretary



Agenda Item Executive Summary

Title: Approval of Warrant List Dated October 8 - October 21, 2021

Presenter: Robert M. Bahan, Village Manager

Agenda Date: 11/02/2021

Consent: ☒ YES ☐ NO

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

Item History:

None.

Executive Summary:

The Warrant List dated October 8 - October 21, 2021 emailed to each Village Council member.

Recommendation:

Consider approving the Warrant List dated October 8 - October 21, 2021

Attachments:

None.



Agenda Item Executive Summary

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

Presenter: Emily Grimm, Assistant Village Engineer/Stormwater Manager

Agenda Date: 11/02/2021

Consent: ☒ YES ☐ NO

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

Item History:

The CRS is a voluntary program of the National Flood Insurance Program (NFIP) designed to reward a community for doing more than meeting the NFIP minimum requirements to reduce flood damages. The reward for these activities comes in the form of reduced premiums for flood insurance policy holders. Since that time, staff has been working closely with the officials from FEMA and the Insurance Services Office (ISO), who are the administrative component of the CRS program, to provide the necessary documentation, perform the necessary studies, and implement the necessary programs to qualify for entry into the program.

Executive Summary:

In the CRS program, communities get points for going above and beyond the minimum requirements of floodplain management to prove that the community is participating in best practices to reduce flood insurance claims in the community. In exchange for these efforts and by participating in the program, all FEMA-backed flood insurance policies in the community are eligible for the CRS discount.

One of the ways to acquire points in the program is to develop a Repetitive Loss Area Analysis (RLAA) for areas that have Repetitive Loss Properties. Repetitive Loss Properties are defined as those properties for which two or more claims of more than \$1,000 have been paid by the National Flood Insurance Program within any 10-year period since 1978. Nationally, these properties represent only 1% of all the NFIP's insurance policies, but they account for nearly 1/3 of the claim payments.

The Village of Winnetka originally developed and adopted the original 4 RLAA reports in 2014, and added an additional report in 2019. The CRS program requires that these reports are updated for each CRS cycle verification visit, which happens every five years, and re-adopted by the community's governing body.

Baxter & Woodman Consulting Engineers was the original firm hired to assist with the original reports. This summer, they performed the inspections and outreach necessary to update the reports, and have compiled them into one document for adoption by the Village Council.

Recommendation:

Consider adoption of Resolution No. R-86-2021, adopting Repetitive Loss Area Analysis Report for Repetitive Loss Areas 1-5.

Attachments:

1. Resolution No. R-86-2021.
2. 2021 Update of the Repetitive Loss Area Analysis (RLAA): Areas #1-5.

ATTACHMENT A

RESOLUTION NO. R-86-2021

A RESOLUTION ADOPTING REPETITIVE LOSS AREA ANALYSIS REPORT FOR REPETITIVE LOSS AREAS 1, 2, 3, 4, AND 5 IN THE VILLAGE OF WINNETKA

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

WHEREAS, the Village has been a participant in good standing in the Federal Emergency Management Agency ("**FEMA**") National Flood Insurance Program ("**NFIP**") since 1973; and

WHEREAS, the Village engages in a variety of floodplain management activities, including without limitation the development of regulations, mapping, public education and awareness, and stormwater management, to protect against flood damages and to educate property owners; and

WHEREAS, the Village participates in the Community Rating System ("**CRS**"), a program administered through the NFIP that reduces flood insurance policy premiums in communities that undertake floodplain management activities that exceed the NFIP's minimum requirements, including without limitation the preparation of a repetitive loss area analysis for each repetitive loss area located within the community; and

WHEREAS, FEMA records indicate that there are 23 repetitive loss properties in the Village (collectively, the "**Repetitive Loss Properties**"), which properties are defined as properties for which the NFIP has paid two or more claims that exceed \$1,000 within any 10-year period since 1978; and

WHEREAS, the Village has identified five repetitive loss areas (collectively, the "**Repetitive Loss Areas**") within the Village that consist of the Repetitive Loss Properties; and

WHEREAS, the Village originally adopted the Repetitive Loss Area Analysis Reports (collectively, the "**RLAA Reports**") for each of the Repetitive Loss Areas in 2014; and

WHEREAS, to continue to receive credit for the RLAA reports in the CRS, they must be updated every five years; and

WHEREAS, the Council of the Village of Winnetka ("**Village Council**") must approve and adopt the updated RLAA Report; and

WHEREAS, the Village Council has determined that approving and adopting the RLAA Report is in the best interest of the Village and its residents;

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 AND ADOPTION OF RLAA REPORTS. The Village Council hereby approves and adopts the RLAA Report attached to and, by this reference, made a part of this Resolution as **Exhibit A.**

SECTION 3: EXERCISE OF HOME RULE AUTHORITY. This Resolution is adopted by the Village Council in the exercise of its home rule powers.

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

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

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

Signed

Village President

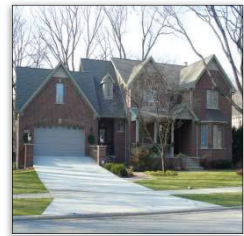
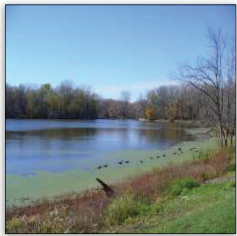
Countersigned:

Village Clerk

ATTACHMENT B

Village of Winnetka, Illinois

Repetitive Loss Area Analysis: Areas #1-5



Prepared by:

BAXTER & WOODMAN
Consulting Engineers

www.baxterwoodman.com

October 2021

Village of Winnetka, Illinois

Repetitive Loss Area Analysis: Areas #1-5

TABLE OF CONTENTS

<u>Section</u>	<u>Page No.</u>
EXECUTIVE SUMMARY	
1. BACKGROUND	
1.1 Problem Statement.....	7
1.2 National Flood Insurance Program	7
1.3 Community Rating System.....	8
1.4 Repetitive Loss Area	8
2. REPETITIVE LOSS AREA ANALYSIS	
2.1 Step 1 – Advise the Residents	15
2.2 Step 2 – Collect Data	15
2.2.1 Flood Insurance and Flood Event Data	15
2.2.2 Flooding Experiences of Property Owners.....	15
2.3 Step 3 – Inspect Buildings	16
2.4 Step 4 – Review Alternatives.....	16
2.4.1 Preventative	17
2.4.2 Property Protection	17
2.4.3 Natural Resource Protection	24
2.4.4 Emergency Services	25
2.4.5 Structural Projects.....	25
2.4.6 Public Information.....	26
2.5 Step 5 – Document the Findings	26
3. NEXT STEPS	
3.1 Recommendations.....	27
3.2 Funding Assistance.....	28
3.3 Continuation	29
4. WORKS CITED	

LIST OF FIGURES

<u>Figure</u>	<u>Page No.</u>
1 Repetitive Loss Areas in Winnetka.....	9
2 Repetitive Loss Area #1	10
3 Repetitive Loss Area #2	11
4 Repetitive Loss Area #3	12
5 Repetitive Loss Area #4	13
6 Repetitive Loss Area #5	14
7 Categories of Floodplain Management Activities (FEMA FIA-15, 2017)	17
8 Wet Floodproofing Example (FEMA P-312, June 2014).....	19
9 Dry Floodproofing (FEMA P-312, June 2014).....	20
10 New Brick Veneer Over Waterproof Coating FEMA P-312, December 2009.....	21
11 Driveway Berm.....	21
12 Raised Concrete Window Well.....	22
13 Glass Block Basement Windows.....	22
14 Elevated House	24
15 Common Flood Hazards and Typical Suggested Solutions.....	27
16 Eligible Activities by Hazard Mitigation Assistance Program (FEMA Hazard Mitigation Assistance Unified Guidance, July 2013)	29

LIST OF APPENDICES

<u>Appendix</u>	<u>Page No.</u>
Appendix A: Resident Surveys	31
Appendix B: Letters to the Residents	33
Appendix C: Data Collection Correspondence	35
Appendix D: Summary of Inspection Results	37
Appendix E: Floodproofing Methods	42

LIST OF DEFINITIONS

100-Year Flood (1% Annual Chance Flood)

A storm event that has a 1% chance of being equaled or exceeded in any given year.

100-Year Flood Elevation

The high water elevation produced by the 100-year flood.

100-Year Floodplain

The area that would be inundated by the 100-year flood.

500-Year Flood (0.2% Annual Chance Flood)

A storm event that has a 0.2% chance of being equaled or exceeded in any given year.

500-Year Floodplain

The area that would be inundated by the 500-year flood.

CRS (Community Rating System)

A voluntary program designed to reward a community for doing more than meeting the NFIP minimum requirements to reduce flood damages.

FEMA (Federal Emergency Management Agency)

The Federal agency responsible for implementing the NFIP.

FIRM (Flood Insurance Rate Map)

A series of maps provided by FEMA that designate areas of a community according to various levels of flood risk.

MWRDGC (Metropolitan Water Reclamation District of Greater Chicago)

An independent government and taxing body that manages water supply, wastewater, and stormwater in Cook County, Illinois.

NFIP (National Flood Insurance Program)

The program enabling property owners in participating communities to purchase insurance protection from the Federal government against losses from flooding.

Repetitive Loss Property

A property for which two or more flood insurance claims of more than \$1,000 have been paid within any 10-year period since 1978.

RLA (Repetitive Loss Area)

The properties on the repetitive loss list prepared by FEMA and all nearby properties with the same or similar flooding conditions.

RLAA (Repetitive Loss Area Analysis)

A detailed, site-specific plan to reduce flood losses in repetitively flooded areas.

EXECUTIVE SUMMARY

The purpose of this Report is to help home owners reduce their flood risk by providing a broader understanding of the problems and identifying potential solutions. It is one component of the Village's overall floodplain management program. Due to the number of properties in the Village that meet the National Flood Insurance Program's (NFIP's) definition of Repetitive Loss properties, a Repetitive Loss Area Analysis (RLAA) is recommended as part of the Village's participation in the Community Rating System (CRS) program. This Report focuses on the five designated Repetitive Loss Areas (RLAs) within the Village of Winnetka.

The RLAA followed a five step process.

- Step 1 – Advise all the properties in each RLA that the analysis will be conducted and request their input on the hazard and recommended actions.
- Step 2 – Collect data from agencies or organizations that may have plans or studies that could affect the cause or impacts of the flooding.
- Step 3 – Inspect each building in the RLA and collect basic data.
- Step 4 – Review alternative approaches and determine whether any property protection measures or drainage improvements are feasible. The review must consider the full range of property protection measures for the types of buildings affected, including: preventative activities, property protection activities, natural resource protection activities, emergency services measures, structural projects, and public information activities.
- Step 5 – Document the findings in a report.

Section 3 of this Report describes the next steps, which include: implementing recommended flood hazard mitigation measures, obtaining funding assistance for these measures, and annually updating this Report.

1. BACKGROUND

1.1 Problem Statement

Flooding is a recurring problem for communities across the nation, including Winnetka. Neighborhood flooding events disrupt transportation, commerce, and lives. Property damage due to flooding is much more than an inconvenience; it carries a high price of both time and money.

Simply put, a flood is a damaging overflow of water into a building or onto land that is dry most of the time. One type of flooding occurs when streams or rivers overflow into a floodplain, but flooding also occurs outside of floodplains when the rate of stormwater runoff exceeds the capacity of the drainage system. Flooding in Winnetka is typically due to the capacity of the drainage system and not due to overflowing rivers or streams.

The purpose of this Report is to help home owners reduce their flood risk by providing a broader understanding of the problems and identifying potential solutions. It is one component of the Village's overall floodplain management program. Due to the number of properties in the Village that meet the NFIP's definition of Repetitive Loss properties, this Repetitive Loss Area Analysis (RLAA) is recommended as part of the Village participating in the Community Rating System (CRS) program. The Village joined the NFIP in 1973 and in the last several years has been a part of the CRS program. Additional information about the NFIP, the CRS program, and a RLAA is provided below.

1.2 National Flood Insurance Program

The NFIP is based on a cooperative agreement between the Federal Emergency Management Agency (FEMA) and local units of government. FEMA agrees to underwrite flood insurance policies within a community and the community agrees to regulate development in the floodplain. Participation in the NFIP is voluntary, but communities have incentive to join because federally-backed flood insurance is not available in non-participating communities and a non-participating community will not receive federal aid for damage to insurable buildings in the floodplain.

The three basic components of the NFIP are floodplain mapping, flood insurance, and floodplain management regulations. Floodplain mapping is provided by FEMA on a series of maps called Flood Insurance Rate Maps (FIRM), which designate areas of a community according to various levels of flood risk. Regardless of its risk level, any building in an NFIP participating community can be covered by a flood insurance policy, even buildings not located in a mapped floodplain. A flood insurance policy is only mandated for federally-backed mortgages on buildings in the floodplain. Any new buildings constructed in a floodplain, and any improvements or repair of existing buildings in a floodplain, is subject to the Flood Hazard Protection Regulations (Chapter 15.68) of the Village Code.

1.3 Community Rating System

The CRS is a voluntary program designed to reward a community for doing more than meeting the NFIP minimum requirements to reduce flood damages. Communities can be rewarded for activities such as reducing flood damage to existing buildings, managing development in areas not shown in the floodplain on the FIRMs, protecting new buildings from floods greater than the 100-year flood, helping insurance agents obtain flood data, and helping people obtain flood insurance. The reward for these activities comes in the form of reduced premiums for flood insurance policy holders.

Once a community has been accepted into the CRS, the community's floodplain management activities are rated according to the scoring system described in the CRS Coordinator's Manual. CRS communities are rated on a scale of 1-10. A Class 10 community receives no reduction in flood insurance premiums, but every class above 10 receives an additional 5% premium reduction. Class 1 requires the most credit points and provides a 45% premium reduction.

1.4 Repetitive Loss Area

The NFIP considers a property a Repetitive Loss Property if two or more flood insurance claims of more than \$1,000 have been paid within any 10-year period since 1978. At the time of this report, FEMA is redesigning how NFIP data is shared and a more recent confirmation of data (updated since the last RLAA report) for the number of repetitive loss properties in the community is unavailable. According to the most recent available FEMA records, there are 23 Repetitive Loss Properties within the Village. Many more properties in Winnetka may have reached the damage threshold for Repetitive Loss Properties, but not all properties are covered by flood insurance and flood insurance claims are not submitted for all flood damage sustained.

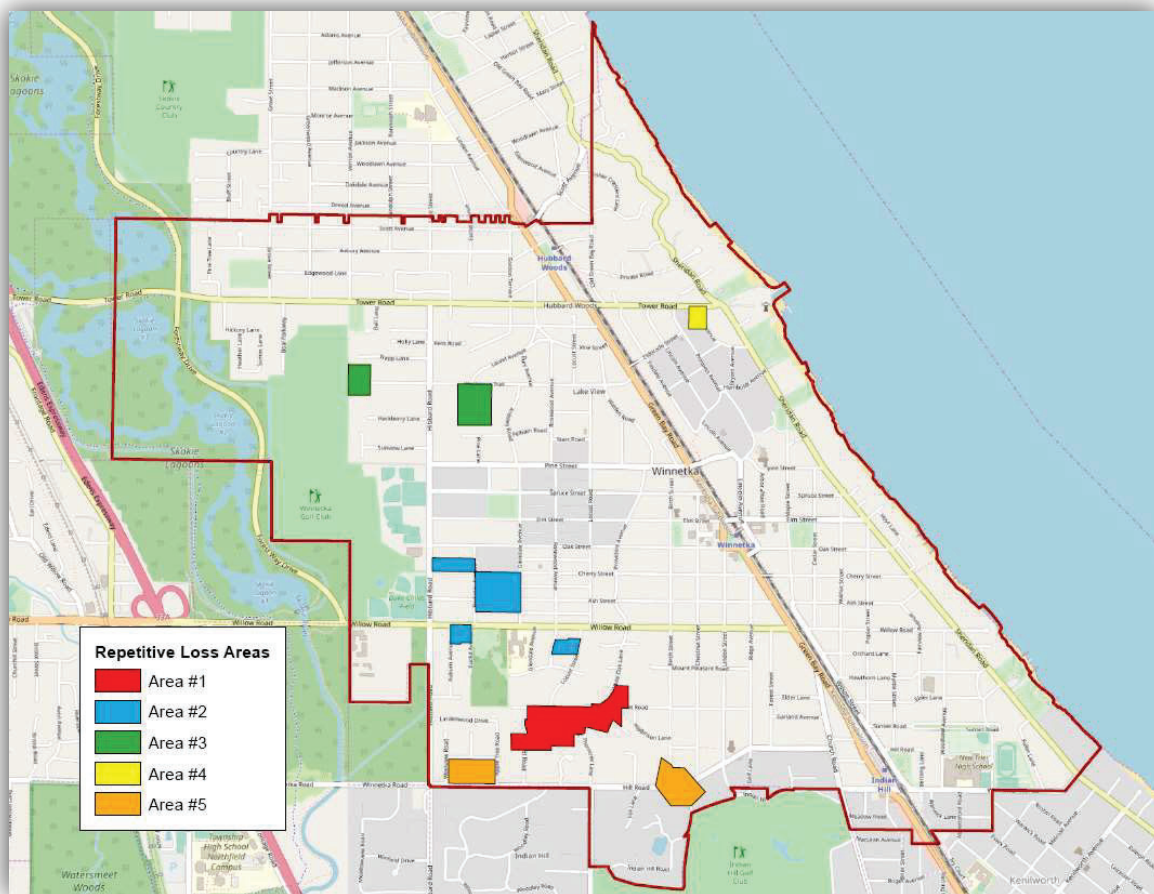
In order to participate in the CRS program, a community with between one and 50 Repetitive Loss Properties must prepare a map of the repetitive loss areas, review and describe its repetitive loss problem, prepare a list of the addresses of all properties with insurable buildings in those areas, and undertake an annual outreach project to those addresses. This RLAA serves to meet these requirements and allows the Village to earn additional credits towards increasing the flood insurance discount available to residents. A Repetitive Loss Area (RLA) consists of Repetitive Loss properties and the surrounding properties that experience the same or similar flooding conditions, whether or not the buildings on those surrounding properties have been damaged by flooding. Figure 1 shows the 5 RLAs in Winnetka.

The process of developing a RLAA consists of five steps:

- Step 1 – Advise all the properties in each RLA that the analysis will be conducted and request their input on the hazard and recommended actions.
- Step 2 – Collect data from agencies or organizations that may have plans or studies that could affect the cause or impacts of the flooding.

- Step 3 – Inspect each building in the RLA and collect basic data. Building entry is not necessary for this step since adequate information can be collected by observing the building from the street.
- Step 4 – Review alternative approaches and determine whether any property protection measures or drainage improvements are feasible. The review must consider the full range of property protection measures for the types of buildings affected, including: preventative activities, property protection activities, natural resource protection activities, emergency services measures, structural projects, and public information activities.
- Step 5 – Document the findings in a report. The report should include: a summary of the process that was followed and how property owners were involved in the process; a problem statement with a map of the affected area; a list or table showing basic information for each building in the affected area; the alternative approaches that were reviewed; and a list of action items identifying the responsible party, when the action should be completed, and how it will be funded.

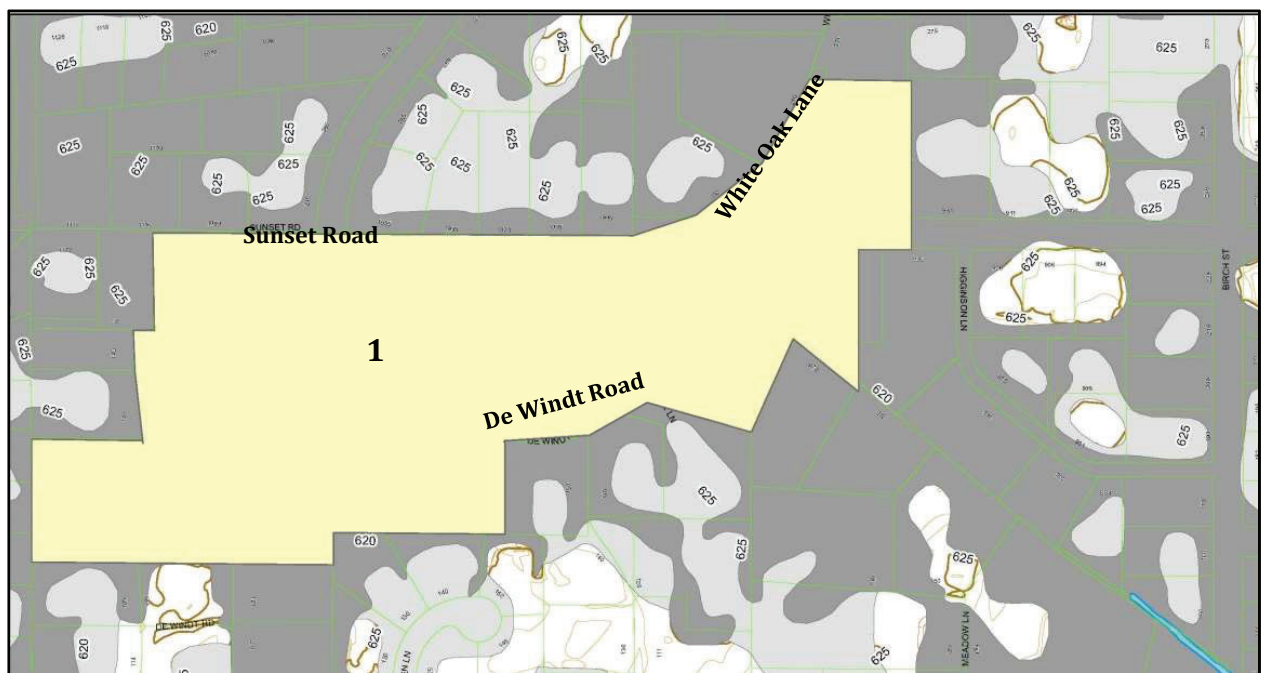
FIGURE 1
Repetitive Loss Areas in Winnetka



This Report focuses on all RLAs within the Village of Winnetka. The RLAs are defined by the yellow shaded areas in Figures 2-6. The dark grey shaded areas are the 100-year floodplain. The light grey shaded areas are the 500-year floodplain.

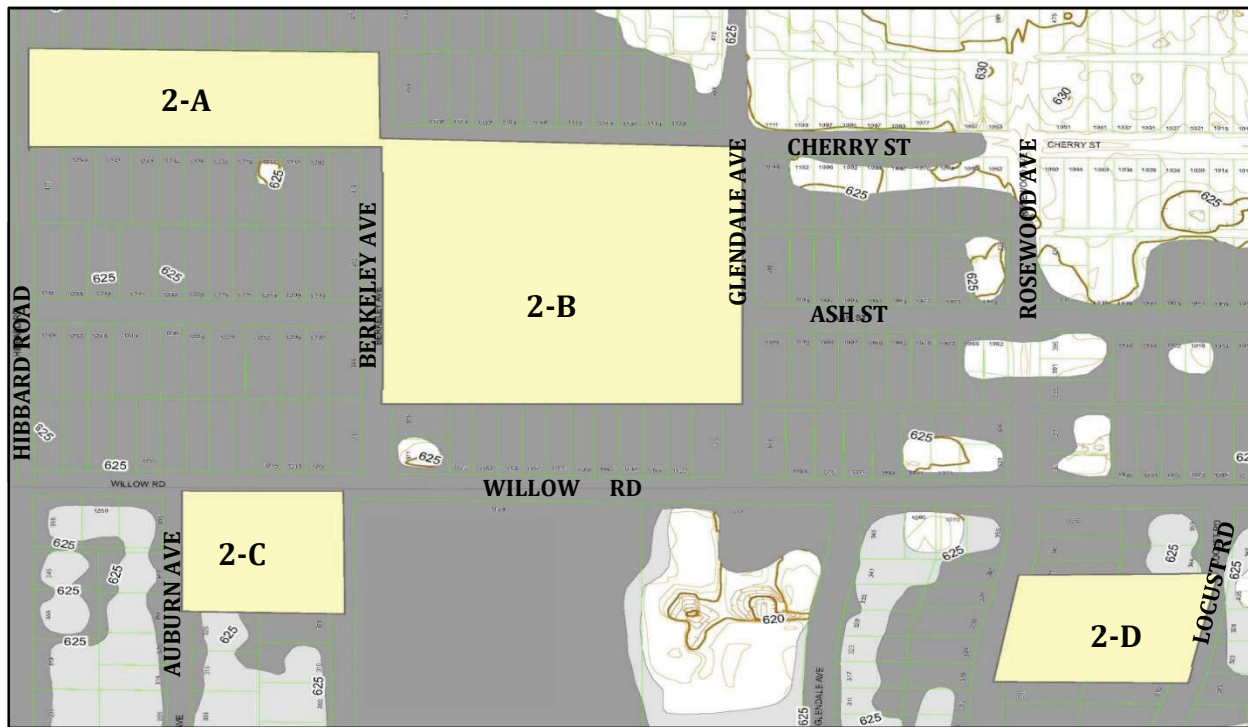
Area #1 is a large contiguous area in the southwest part of Winnetka and is shown in Figure 2. The limits are roughly bounded by Sunset Road and White Oak Lane on the north, Higginson Lane on the east, and De Windt Road on the south and west.

FIGURE 2
Repetitive Loss Area #1



Area #2 is shown in Figure 3. These four sub-areas were grouped together as a single RLA because of their proximity and their similar building and flooding characteristics. They were included in the RLA, while adjacent areas were not, because of two factors that compound the likelihood of flooding: the sub-areas are at the upstream end of an undersized storm sewer system; and the buildings within the sub-areas have adjacent ground elevations that are relatively low.

FIGURE 3
Repetitive Loss Area #2



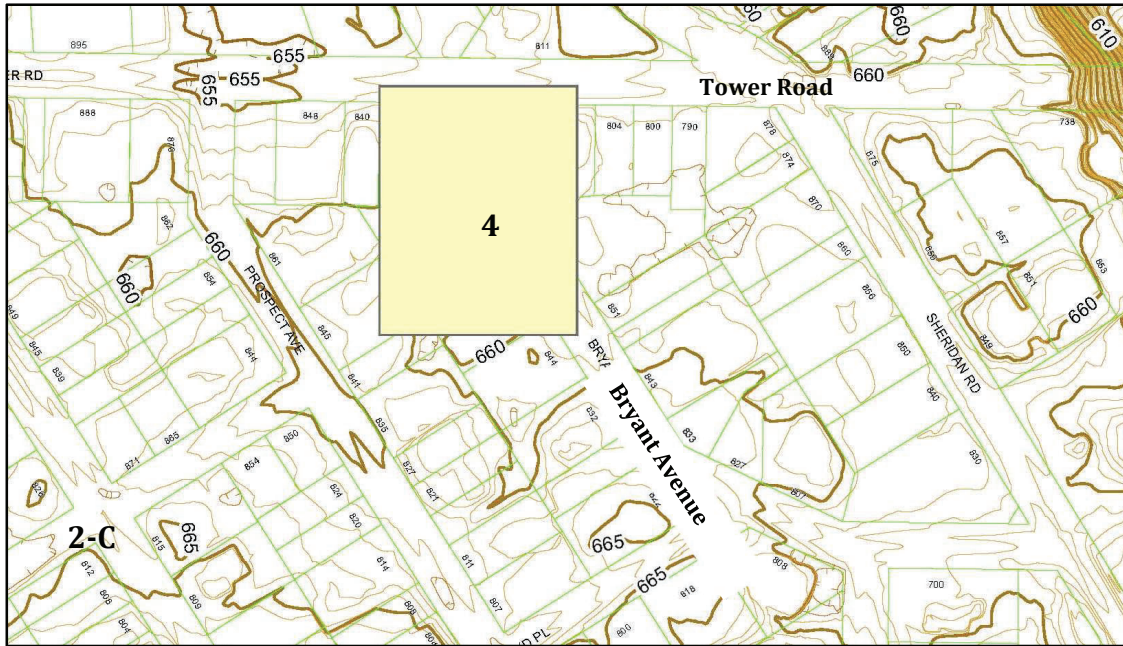
Area #3 consists of two sub-areas on either side of Hibbard Road and along Westmoor Trail and is shown in Figure 4. Sub-area 3-A is located at the west end of the Westmoor Trail cul-de-sac and the southwest corner of the Trapp Lane cul-de-sac. Sub-area 3-B includes several properties south of Westmoor Trail at Laurel Avenue. These sub-areas were grouped together as a single RLA because of their proximity and because of their similar building and flooding characteristics. These sub-areas were included in the RLA, while adjacent areas were not, because of two factors that compound the likelihood of flooding: the sub-areas are at the upstream end of an undersized storm sewer system; and the buildings within the sub-areas have adjacent ground elevations that are relatively low.

FIGURE 4
Repetitive Loss Area #3



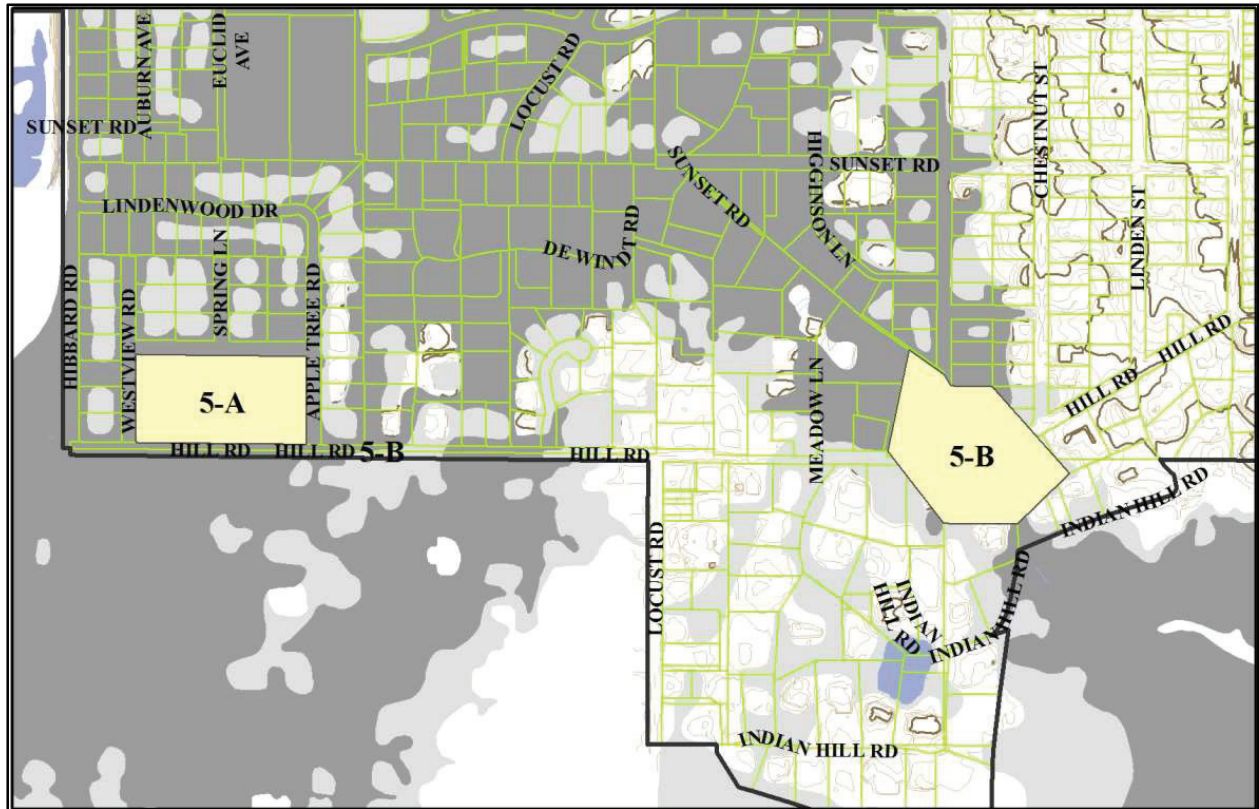
RLA #4 is located in the northeast part of town and is shown in Figure 5. It is bounded on the north by Tower Road and includes several properties on either side of Bryant Avenue.

FIGURE 5
Repetitive Loss Area #4



Area #5 consists of two areas in the southwest part of Winnetka and is shown in Figure 6. Sub-area 5-A is roughly bounded by Broadmeadow Road on the north, Apple Tree Road on the east, and Hill Road on the south and Westview Road west. Sub-area 5-B includes a number of properties in the vicinity of the intersections of Hill Road with Birch Street and Indian Hill Road.

FIGURE 6
Repetitive Loss Area #5



2. REPETITIVE LOSS AREA ANALYSIS

2.1 Step 1 – Advise the Residents

Flooding has been an ongoing problem in Winnetka for many years. Some of the most extreme storm events in recent history took place on July 22 and 23, 2011 and July 23, 2016. Following each event, the Village sent a survey to all residents inquiring about flooding they may have experienced during the storm events. This survey and a summary of the survey results are included in Appendix A.

On July 20, 2021 the Village notified residents within a repetitive loss area of the ongoing RLAA and requested their input. Upon completion of a draft of this Report, another letter was sent out to residents in the RLA informing them of this Report, where and how they would be able to review it, and where and how they might submit comments regarding it. Both letters are included in Appendix B.

2.2 Step 2 – Collect Data

Plans and studies from several sources were utilized in this analysis. The sources listed below provided data related to the causes and impacts of flooding in the RLAs.

- FEMA
- Metropolitan Water Reclamation District of Greater Chicago (MWRDGC)
- Village of Winnetka

A request for information was also sent to the Illinois State Water Survey (ISWS), but no new information created since 2014 was available. Correspondence with MWRDGC and ISWS can be found in Appendix C. A list of the particular documentation can be found in Section 4.

2.2.1 Flood Insurance and Flood Event Data

According to both the FIRM and the Cook County Flood Inundation Map, all properties in RLAs #1, #2, #3-A, and #5 at least partially, if not fully, within the 100-year floodplain. This data correlates well with flood data reported by residents and Village staff.

2.2.2 Flooding Experiences of Property Owners

A flooding survey was sent to all residents in the Village of Winnetka in August of 2011. As details of this survey were covered in a prior RLAA, they will not be discussed here. A flooding survey similar in scope was sent to all residents in August 2016. Of the approximately 4,425 properties in the Village, 580 survey responses were received and 306 reported experiencing flooding in the house, basement or attached garage during the 2016 storm.

2.3 Step 3 – Inspect Buildings

On-site inspections of buildings in the RLA were performed in August of 2021. This inspection was performed from the public right-of-way by an engineer. The flood protection assessments in this Report are based upon visual observation of relative elevations as seen from the public right-of-way; a full survey of building elevations was not performed. It should be noted that some data points were unobservable on certain properties due to obstructions of some kind (e.g. vegetation, structures, indirect sight-line from the right-of-way, etc.). Each property within the RLA was visited and the following attributes were documented:

- Foundation type,
- Relative low-opening elevations,
- Relative elevation of first floor,
- Basement window types and elevation,
- Window well types and elevation,
- Subsurface or at-grade doors,
- Garage location and relative elevation,
- Property grading, and
- Downspout discharge location.

A large contributor to residential flooding is the grading of the adjacent ground around a structure. The table below summarizes the percentage of properties in each repetitive loss area that have adjacent ground that is flat or sloped toward the building.

Repetitive Loss Area	Properties with ground that does not slope away
1	50 %
2	37 %
3	55 %
4	43 %
5	35 %

A full summary of the inspection results is included in Appendix D.

2.4 Step 4 – Review Alternatives

Many types of flood hazard mitigation exist, and there is not one mitigation measure that fits every case, nor is there even one application that fits most cases. Successful mitigation often requires multiple strategies. The CRS Coordinator's Manual breaks the primary types of mitigation down as displayed in Figure 7.

FIGURE 7

Categories of Floodplain Management Activities (FEMA FIA-15, 2017)

1. **Preventive** activities keep flood problems from getting worse. The use and development of flood-prone areas is limited through planning, land acquisition, or regulation. They are usually administered by building, zoning, planning, and/or code enforcement offices.
2. **Property Protection** activities are usually undertaken by property owners on a building-by-building or parcel basis.
3. **Natural Resource Protection** activities preserve or restore natural areas or the natural functions of floodplain and watershed areas. They are implemented by a variety of agencies, primarily parks, recreation, or conservation agencies or organizations.
4. **Emergency Services** measures are taken during an emergency to minimize its impact. These measures are usually the responsibility of city or county emergency management staff and the owners or operators of major or critical facilities.
5. **Structural Projects** keep flood waters away from an area with a levee, reservoir, or other flood control measure. They are usually designed by engineers and managed or maintained by public works staff.
6. **Public Information** activities advise property owners, potential property owners, and visitors about the hazards, ways to protect people and property from the hazards, and the natural and beneficial functions of local floodplains. They are usually implemented by a public information office.

2.4.1 Preventative

The Village regulates residential and commercial development through its building code, planning and zoning requirements, stormwater management regulations and floodplain regulations. Any project located in a floodplain, regardless of its size, requires a permit from the Village, unless the project can be characterized as routine maintenance. Depending on the size and scope of the project, a development within the Village may also fall under the jurisdiction of the MWRDGC, the Cook County Department of Transportation and Highways, the Illinois Environmental Protection Agency, the Illinois Department of Natural Resources, the Illinois Department of Transportation, and/or the U.S. Army Corps of Engineers.

Responsibility: Village of Winnetka, along with federal, state, and other local regulatory agencies
 Timeline: Ongoing
 Funding: Municipal revenues

2.4.2 Property Protection

These measures are generally performed by the property owners or their agents. FEMA has published numerous guidelines that help a property owner determine which property protection measures are appropriate for particular situations, several of which are listed below. The manuals listed below are available for review at Public Works, Village Hall, and the Winnetka Public Library.

Village of Winnetka, Illinois

Repetitive Loss Area Analysis: Areas #1-5 • 210231.90

- FEMA 259, *Engineering Principles and Practices of Retrofitting Floodprone Residential Structures*
- FEMA 312, *Homeowner's Guide to Retrofitting: Six Ways to Protect Your House from Flooding*
- FEMA 551, *Selecting Appropriate Mitigation Measures for Floodprone Structures*
- FEMA 348, *Protecting Building Utilities from Flood Damage*
- FEMA 511, *Reducing Damage from Localized Flooding*
- FEMA 102, *Floodproofing Non-Residential Structures*
- FEMA 55, *Coastal Construction Manual (Volume 1 and 2)*
- FEMA 84, *Answers to Questions about the NFIP*
- FEMA 54, *Elevated Residential Structures Book*
- FEMA 268, *Protecting Floodplain Resources: A Guidebook for Communities*
- FEMA 347, *Above the Flood: Elevating Your Floodprone House*
- FEMA 257, *Mitigation of Flood and Erosion Damage to Residential Buildings in Coastal Areas*
- FEMA 85, *Protecting Manufactured Homes from Floods and Other Hazards*

The primary methods of property protection are: sewer improvements, wet floodproofing, dry floodproofing, elevation, and demolition. These are the most common methods of property protection, although other methods exist ranging a very broad span of cost and effort. Each of these methods are described below. A table of floodproofing types with relative costs can be found in Appendix E.

Responsibility: Property Owners
 Timeline: As Soon As Possible
 Funding: Private Funding or Grant Funding

Sewer Improvements

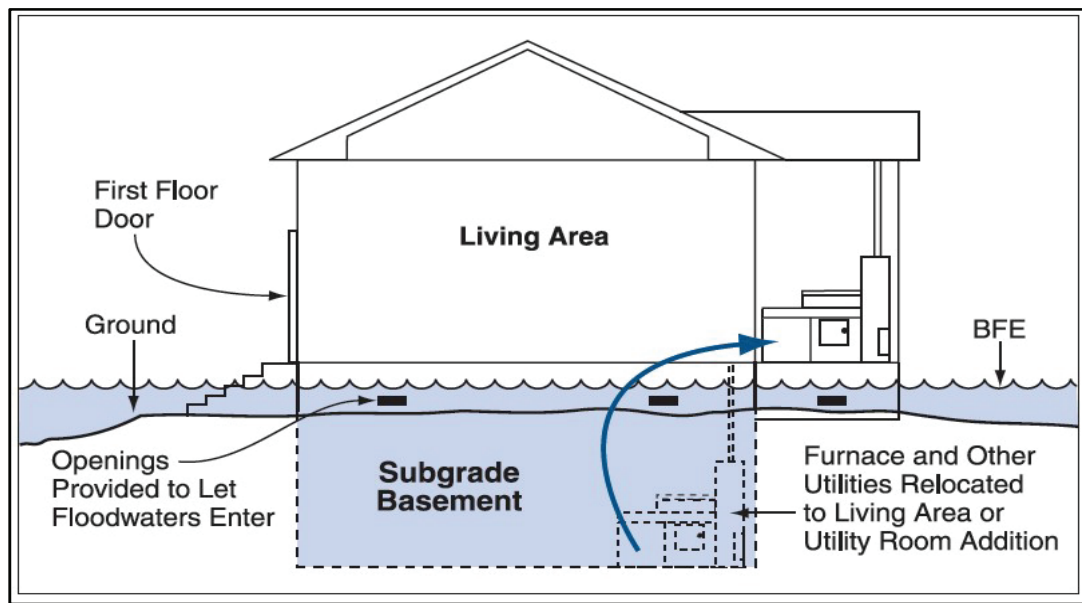
Heavy rains can saturate the soil and infiltrate the sanitary sewer system through leaky joints or cracks in the pipes. The inflow of stormwater floods the sanitary sewer system causing water to back-up into the home through lower level plumbing fixtures. This occurrence can be prevented by installing a sewer backflow preventer, an overhead sewer system, floor drain plugs and/or stand pipes. A backflow preventer will allow the sanitary sewer water to flow freely from the home to the sewer, but restrict the reverse flow. Backflow preventers do require maintenance and can fail if debris in the sewer prevents the valve seating properly. An overhead sewer system pumps wastewater from basement level plumbing fixtures up to an elevation near the ground level, where it can drain by gravity into the sewer service line. This higher sewer makes it unlikely that water will back-up into the building. Floor drain plugs and stand pipes are much simpler ways to stop a sewer back-up. Some floor drain plugs stop water from flowing in either direction and are typically installed manually before a storm event. Other floor drain plugs utilize a float that will not interfere with the normal operation of the drain, but can fail if debris in the sewer prevents the valve from seating properly. Stand pipes involve fitting a length of pipe (generally three feet or less) in the floor drain so that the sewer back-up is contained within the stand pipe.

Wet Floodproofing

Wet floodproofing consists of modifying uninhabited portions of a home, such as a crawl space, garage, or unfinished basement with flood-damage resistant materials, to allow floodwaters to enter the structure without causing damage (see Figure 8). Wet floodproofing requires portions of the building need to be cleared of valuable items and mechanical utilities. A key component of wet floodproofing is providing openings large enough for the water to flow through the structure such that the elevation of the water in the structure is equal to the elevation of the water outside of the structure. This equilibrium of floodwater prevents hydrostatic pressure from damaging structural walls.

FIGURE 8

Wet Floodproofing Example (FEMA P-312, June 2014)

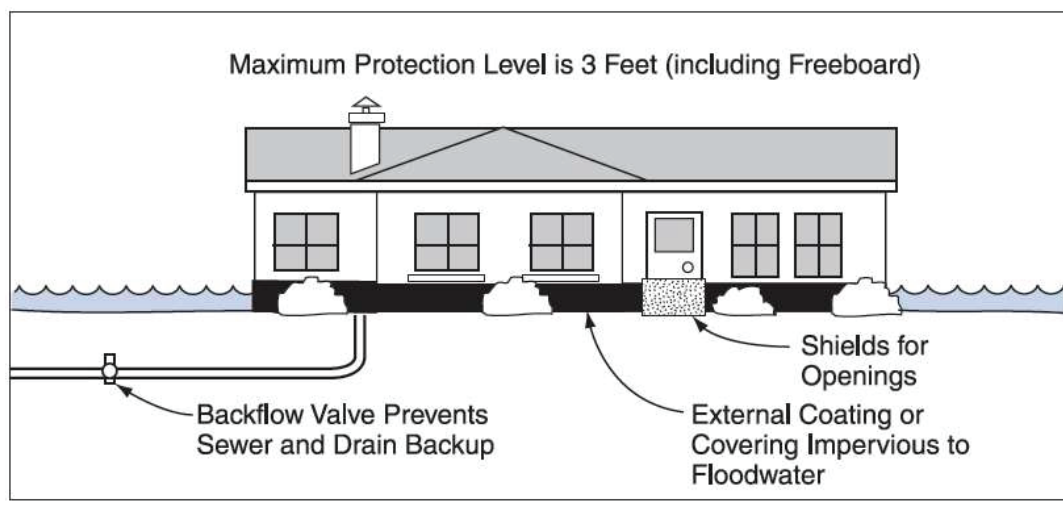


Dry Floodproofing

Dry floodproofing consists of completely sealing around the exterior of the building so that water cannot enter the building (see Figure 9). Dry floodproofing is not a good option for areas where floodwater is deep or flows quickly. The hydrostatic pressure and/or hydrodynamic force can structurally damage the building by causing the walls to collapse or causing the entire structure to float. However, in areas that have minimal velocity and low depth, dry floodproofing can be a good option.

FIGURE 9

Dry Floodproofing (FEMA P-312, June 2014)



Figures 10 through 13 display various methods of dry floodproofing. The schematic detail in Figure 10 portrays an asphalt coating spread on the exterior of a structure covered by a decorative brick veneer. Figure 11 is an example of a driveway reconstructed to prevent surface water in the street from flooding a below-grade garage. Figure 12 is a raised concrete window well that is sealed to the side of the structure to prevent floodwaters from entering through the basement window. Figure 13 is an alternate to the window well; the glass pane window is removed and replaced with glass blocks that can withstand the pressure of ponding floodwaters.

FIGURE 10

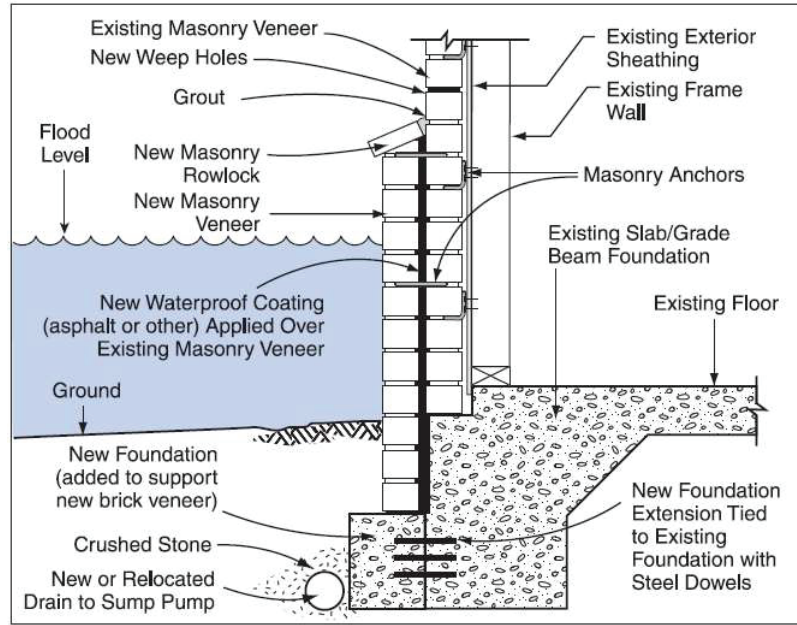
New Brick Veneer Over Waterproof Coating FEMA P-312, December 2009

FIGURE 11

Driveway Berm

FIGURE 12

Raised Concrete Window Well



FIGURE 13

Glass Block Basement Windows



Many flood hazards can be mitigated with various forms of dry flood proofing. Properties that do not have adequate protection of their low opening (window or basement door) can effectively raise the low opening height with a window well or a flood gate. The ultimate height of the low opening depends on several factors, such as: the level of flood protection desired, the appearance, and cost. The flood protection elevation could be set 1-foot higher than the existing low opening elevation, or it could be set to match the elevation of the lowest opening into a home that cannot be raised. This might be the elevation of the threshold of a door, for example.

Properties that do not have adequate grading can re-grade their lawns. The ground adjacent to a building should slope away from the building so stormwater runoff does not accumulate against the foundation wall, where it can seep into the building. If possible, a minimum ground slope of 1% is desirable. Furthermore, downspouts should extend at least 6 feet away from a building foundation. In cases where the ground adjacent to the building is flat or slopes toward the building, the downspouts should extend far enough to ensure stormwater does not drain back toward the foundation.

The NFIP only allows dry floodproofing for residential retrofits that are not classified as a substantial improvement. A substantial improvement is any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 50% of the market value of the structure before the "start of construction" of the improvement.

Elevation

Sometimes dry or wet floodproofing are not enough and greater measures must be taken. For example, if the floodwaters are too high for dry floodproofing and the inhabited area is too low for wet floodproofing, it may be necessary to raise the structure. While this can be a much costlier endeavor, it may be the only solution to protect a home from floodwaters. The structure in Figure 14 is an example of a home that is elevated above the 100-year flood elevation. The Cook County Watershed Management Ordinance requires all substantially improved residential buildings have their lowest floor elevated 2 feet above the 100-year flood elevation. This may preclude a basement in the elevated building.

FIGURE 14

Elevated House***Demolition***

The only way to ensure a structure will not accumulate additional losses from future flood events is to demolish the structure completely. There are two options demolishing a structure:

1. A government agency can purchase the property, demolish the structure, and convert the property to a park or other open space.
2. The property owner may retain ownership, demolish the structure, and build a new structure in a manner that meets all local building and flood protection code requirements.

2.4.3 Natural Resource Protection

Care should be taken to maintain the streams, wetlands and other natural resources within a floodplain. Removing debris from streams and channels prevents obstructions. Preserving and restoring natural areas provides flood protection, preserves water quality and provides natural habitat. Most of the natural resources within the Village are in open spaces owned and maintained by either the Winnetka Park District or the Cook County Forest Preserve District.

Responsibility: Winnetka Park District, Cook County Forest Preserve

Timeline: Ongoing

Funding: Government taxing bodies

Village of Winnetka, Illinois

Repetitive Loss Area Analysis: Areas #1-5 • 210231.90

BAXTER & WOODMAN

2.4.4 Emergency Services

Advance identification of an impending storm is only the first part of an effective Flood Warning and Response Plan. To truly realize the benefit of an early flood warning system, the warning must be disseminated quickly to floodplain occupants and critical facilities. Appropriate response activities must then be implemented, such as: road closures, directing evacuations, sandbagging, and moving building contents above flood levels. Finally, a community should take measures to protect public health and safety and facilitate recovery. These measures may include: cleaning up debris and garbage, clearing streets, and ensuring that citizens have shelter, food, and safe drinking water.

Responsibility: Village of Winnetka
Timeline: Ongoing
Funding: Municipal revenues

2.4.5 Structural Projects

In response to the flood damage resulting from severe storm events in September 2008 and July 2011, the Village initiated several Flood Risk Reduction Assessments to determine what structural improvements could be made to mitigate flood damage from future storm events in the areas that have proven to be the most susceptible to flooding.

Construction of the Winnetka Avenue Pump Station Improvements was completed in the summer of 2014. These improvements, which include the replacement of four pumps at the station to increase capacity from 40,000 gallons/minute to 60,000 gallons/minute, directly benefit residents in RLA #5 by improving flow in storm sewers in south and west Winnetka and increasing the discharge capacity of the Forest Preserve ditch.

The Western and Southwestern Winnetka Stormwater Plan was adopted in 2016; it includes a combination of surface and underground stormwater storage and conveyance improvements to mitigate for the 100 year event in the western and southwestern portions of town, providing potential benefits to RLAs #1-4. Preliminary approval for the stormwater storage project has been received from the Cook County Forest Preserve and other local agencies. Project design and permitting is currently underway, with construction of the first phase of the project in 2022-2023. Future phases have not been precisely scheduled but are expected to occur subsequent to completion of phase 1.

Responsibility: Village of Winnetka
Timeline: Ongoing
Funding: Stormwater Utility

2.4.6 Public Information

One of the most important aspects of mitigation is public awareness. Awareness starts with recognition of the flood risk. FIRM panels, which designate areas of a community according to various levels of flood risk, can be viewed at www.FEMA.gov. Also, real estate transactions require disclosure of known flood hazards.

The next level of awareness is related to hazard mitigation measures. Often homeowners can greatly reduce their risks with mitigation efforts; however, they are not always aware of this. For that reason, every resident in the RLA has been contacted and informed of the opportunity to review this Report. In addition, the Village sends out an annual outreach letter to every resident in each RLA.

Responsibility: Village of Winnetka, FEMA, real estate agents

Timeline: Ongoing

Funding: Flood insurance premiums, real estate transaction fees, and municipal revenues

2.5 Step 5 – Document the Findings

This Report documents the findings of the RLAA. As required, the Report includes: a summary of the process that was followed and how property owners were involved in the process; a problem statement with a map of the affected area; a list or table showing basic information for each building in the affected area; the alternative approaches that were reviewed; and a list of action items identifying the responsible party, when the action should be completed, and how it will be funded.

3. NEXT STEPS

3.1 Recommendations

First and foremost, the Village should continue its ongoing flood hazard mitigation initiatives. These initiatives include enforcing development regulations and keeping them up-to-date, planning and constructing capital improvement projects, informing the public about flood hazards and mitigation options, and providing critical emergency services. Other government agencies, such as FEMA, MWRDGC, the Cook County Forest Preserve District, and the Winnetka Park District should continue doing their part, as well. Finally, homeowners and residents should take steps to protect their property and reduce the likelihood of future flood losses.

Since many properties in RLAs #1, #2, #3-A, and #5 are within the 100-year floodplain, property owners should consider carrying flood insurance. In most cases, a sewer back-up or basement flood rider should be added to the insurance policy so that the building contents are covered.

Figure 15 lists common flood hazards that are known to exist in the RLAs covered in this report based on information received from residents and observations made during the on-site building inspections. Many of the flood hazards are related to openings that appear to be at or below the 100-year flood elevation. It should be noted that the 100-year flood elevation is not the highest possible elevation that flood waters may reach; greater flood elevations can and do occur. Common practice when installing flood protection measures is to protect the building to 2 feet above the 100-year flood elevation in order to account for uncertainties in the calculated flood elevation, wave action, and unpredictable effects such as those caused by ice or debris jams.

FIGURE 15

Common Flood Hazards and Typical Suggested Solutions

Common Flood Hazard	Typical Suggested Solution
Home within the 100-year floodplain	Carry flood insurance and elevate all mechanical facilities and valuable property above the 100-year flood elevation
Sanitary sewer back-up	Install an overhead sewer system or other backflow prevention
Unprotected window below the 100-year flood elevation	Replace a glass pane window with a glass block window or increase the height and seal around the edges of the window well
Unprotected door below the 100-year flood elevation	Install a flood barrier, such as a driveway berm, a permanent concrete flood wall, or a removable flood gate
Detached garages below the 100-year flood elevation	Raise the garage above the 100-year flood elevation or wet floodproof the garage
Downspouts splash on grade near the foundation	Install downspout extensions that discharge away from the foundation and ensure there is positive drainage from the foundation
Unprotected finished floor below the 100-yr flood elevation	Dry floodproof or elevate the building above the 100-year flood elevation

The common flood hazards and typical suggested solutions in this Report are broad-based recommendations for all the RLAs. They are not applicable to all properties, but appear to be applicable to many of the properties. Property owners should consider obtaining an elevation certificate to determine the exact elevation of their house in relation to the 100-year flood elevation and should consult with an engineer, plumber, or other contractor regarding mitigation measures for a specific property.

Due to the height of the 100-year flood elevation above the ground throughout most of the RLAs, high intensity storm events are likely to cause some flooding, even on properties that have a well-graded yard that slopes away from the building foundation and a private yard drain system; however, there are many properties in RLAs #1-5 that have very low rear yards that are likely to collect and retain water after small amounts of rainfall. Installing private yard drain systems connected to the Village storm sewer system should reduce the duration of standing water in these locations; however, it should be noted that the depth of flooding may not be reduced for high intensity storm events when the Village's storm sewer system is at capacity.

3.2 Funding Assistance

In certain cases, a flood insurance policy holder will be eligible for up to \$30,000 of beyond the structural flood insurance coverage. This coverage is called Increased Cost of Compliance (ICC). It applies in cases where local floodplain management regulations require a substantially damaged building to be elevated or retrofitted. This coverage is not dependent upon a community receiving a disaster declaration, but it is only available if the building damage was caused by a flood and if there was a flood insurance policy on the building before the flood.

Several other sources of hazard mitigation assistance are available following the completion and adoption of the Cook County All Hazards Mitigation Plan in 2014. The most common hazard mitigation assistance programs are: the Hazard Mitigation Grant Program (HMGP), Pre-Disaster Mitigation (PDM), and Flood Mitigation Assistance (FMA). Each program has its own eligibility and funding criteria, but each can be used to fund property protection measures as shown in Figure 16, provided that the Benefit Cost Ratio exceeds 1.0. In general, these programs are funded when FEMA approves an application prepared jointly by a local government, such as the Village, and the Illinois Emergency Management Agency (IEMA). In most cases, FEMA pays 75% of eligible expenses, but the federal share can reach 90% for Repetitive Loss Properties and 100% for Severe Repetitive Loss (SRL) properties.

FIGURE 16

Eligible Activities by Program (FEMA Hazard Mitigation Assistance Guidance, Feb. 2017)

Eligible Activities	HMGP	PDM	FMA
1. Mitigation Projects	✓	✓	✓
Property Acquisition and Structure Demolition	✓	✓	✓
Property Acquisition and Structure Relocation	✓	✓	✓
Structure Elevation	✓	✓	✓
Mitigation Reconstruction	✓	✓	✓
Dry Floodproofing of Historic Residential Structures	✓	✓	✓
Dry Floodproofing of Non-residential Structures	✓	✓	✓
Generators	✓	✓	
Localized Flood Risk Reduction Projects	✓	✓	✓
Non-localized Flood Risk Reduction Projects	✓	✓	
Structural Retrofitting of Existing Buildings	✓	✓	✓
Non-structural Retrofitting of Existing Buildings and Facilities	✓	✓	✓
Safe Room Construction	✓	✓	
Wind Retrofit for One- and Two-Family Residences	✓	✓	
Infrastructure Retrofit	✓	✓	✓
Soil Stabilization	✓	✓	✓
Wildfire Mitigation	✓	✓	
Post-Disaster Code Enforcement	✓		
Advance Assistance	✓		
5 Percent Initiative Projects	✓		
Miscellaneous/Other ⁽¹⁾	✓	✓	✓
2. Hazard Mitigation Planning	✓	✓	✓
Planning Related Activities	✓		
3. Technical Assistance			✓
4. Management Cost	✓	✓	✓

⁽¹⁾ Miscellaneous/Other indicates that any proposed action will be evaluated on its own merit against program requirements. Eligible projects will be approved provided funding is available.

3.3 Continuation

The CRS program requires an annual update to this RLAA. The annual update must review each recommended action, discuss the actions that were implemented and those that were not, and recommend any changes to the recommended actions. The report must be made available to the public, including the media and property owners and residents of the RLA. This process must continue every year for the Village to maintain its standing in the CRS program. Also, this update must preface each CRS cycle verification visit. Refer to Section 510 of the CRS Coordinator's Manual for more information (FEMA FIA-15, 2017).

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Appendix A: Resident Surveys

2016 Survey Questions

Address	How many years have you lived at this address?	In what year was your residence built? If you do not know, please enter "N/A."	Did you experience flooding in your house or basement or attached garage during the July 23, 2016 storm?	If you answered "Yes" to Question #4, please indicate the location(s) that water entered the building:	
				Response:	Other (please specify):

If you answered that water entered via floor drain, laundry tub, shower, or toilet in Question #5, please answer the following:				How deep was the water in your residence? (Please respond in feet/inches)
What time did flooding commence?	What time did flooding subside?	Approximately how many times in the last ten years has this occurred?	Do you recall the approximate month/year of the past occurrence(s)?	

If your residence flooded, what was the TOTAL estimated cost of damages?	Does your building have any protection from sanitary sewer back-ups?	If you answered "Yes" to Question #9, please indicate the type of protection and approximate date of installation.	Please provide your contact information.		
			Name:	Email address:	Phone number:

Dear Winnetka Resident:

In light of the recent rain storm on Friday, July 22 and Saturday, July 23, 2011, the Village is conducting a Village-wide survey to get an accurate account of basement flood occurrences, and in particular, **sanitary** sewer backups. This information will be used to evaluate the existing sanitary sewer systems, as well as to plan for possible future sanitary sewer improvements.

Please take a few moments to fill out the attached survey and return it by Friday, September 23. The survey may also be returned via fax at 847-716-3599 or by email to sanitarysewersurvey@winnetka.org. Residents may also access the survey on the Village website at www.villageofwinnetka.org. We thank you in advance for your help in this endeavor. If you have any questions, please contact the Public Works Department at 847-716-3568.

Steven M. Saunders, P.E.
Director of Public Works/Village Engineer

1. Address _____, Winnetka, Illinois
2. How long have you lived at this address? _____ years
3. Was your home built before 1970? ☐ NO ☐ YES ☐ DON'T KNOW
4. Did you experience flooding in your house or basement or attached garage during the July 22-23, 2011 storm? ☐ NO ☐ YES
5. If yes, please indicate the location(s) that water entered the building:

☐ Floor drain, laundry tub, shower or toilet	☐ Wall or floor seepage
☐ Window well or doorway	☐ Sump pump failure
☐ Other _____	☐ Not sure
6. If water entered via floor drain, laundry tub, shower, or toilet, approximately what time did flooding commence? _____.
What time did flooding subside? _____
7. How much water did you get? (feet-inches) _____
8. If water entered via floor drain, laundry tub, shower, or toilet, approximately how many times in the last five years has this occurred? _____. Do you recall the approximate month/year of the occurrence(s)? _____
9. Does your building have any protection from **sanitary** sewer back-ups? ☐ NO
☐ YES ☐ Not sure
10. If yes, indicate what type of protection and approximate date of installation:

Appendix B: Letters to the Residents



July 20, 2021

«Resident_Name»
 «Street_Number» «Street_Name»
 «City», IL «Zip_Code»

Subject: Village Analysis of Flood Prone Areas

Current Resident,

The Village has applied for entry into the Community Rating System (CRS), which is a voluntary program designed to reward a community for its flood mitigation efforts. The reward comes in the form of reduced premiums for flood insurance policy holders within the community. One of the prerequisites for entry into the CRS is an analysis of the areas within the Village that have repeatedly suffered from flood damages. Your property is located within an area identified as Repetitive Loss Area #«RLA_AREA». As part of the analysis, **Baxter & Woodman Consulting Engineers** will be collecting information about each house in the area, whether the house has been damaged by flooding or not. The collected information will include the drainage pattern, the condition of the house, and the type of foundation. The engineers will not need access to your property because adequate information can be collected by observation from the street or sidewalk.

You will be notified once a draft of the analysis report is available for review and comment. We hope you can participate in this analysis and we look forward to your input.

Thank you in advance for your understanding. If you have any questions about this analysis, please feel free to contact me at 847-716-3532 or at egrimm@winnetka.org.

Sincerely,

Emily Grimm, P.E., CFM
 Assistant Village Engineer/Stormwater Manager

1390 WILLOW ROAD, WINNETKA IL 60093
 Administration and Finance (847) 501-6000 Fire (847) 501-6029 Police (847) 501-6034
 Public Works (847) 716-3568 Water and Electric (847) 716-3558



Month X, 2021

«Resident Name»

«Street_Number» «Street_Name»

«City», IL «Zip_Code»

Subject: Village Analysis of Flood Prone Areas

Current Resident,

The Village has applied for entry into the Community Rating System (CRS), which is a voluntary program designed to reward a community for its flood mitigation efforts. The reward comes in the form of reduced premiums for flood insurance policy holders within the community. One of the prerequisites for entry into the CRS is an analysis of the areas within the Village that have repeatedly suffered from flood damages. Your property is located within an area identified as Repetitive Loss Area #«RLA_AREA». A draft report on the Repetitive Loss Area Analysis for Areas #1-5 can be reviewed at www.villageofwinnetka.org or at the Village of Winnetka Public Works Facility (1390 Willow Road). **Your input on the draft report is welcome and comments will be accepted until Month X, 2021.**

If you have any questions about this analysis, please feel free to contact me at 847-716-3532 or at egrimm@winnetka.org.

Sincerely,

Emily Grimm, P.E., CFM

Assistant Village Engineer/Stormwater Manager

1390 WILLOW ROAD, WINNETKA IL 60093

Administration and Finance (847) 501-6000 Fire (847) 501-6029 Police (847) 501-6034

Public Works (847) 716-3568 Water and Electric (847) 716-3558

Appendix C: Data Collection Correspondence

Correspondence with MWRDGC

From: Gelder, Moriah <GelderM@mwrld.org>
Sent: Tuesday, June 29, 2021 9:30 AM
To: Paige S. Adams; Mihalache, Constance
Subject: RE: Plans / Studies - Village of Winnetka

Hello Paige,

I've asked around the Stormwater Management section and there does not appear to be any plans or studies we have done since 2014. The most recent studies were the Detailed Watershed Plan which can be found at <https://mwrld.org/stormwater-management-1> if you don't already have it.

If you have additional questions on this topic, Rich Fisher at FisherR@mwrld.org, would be best to contact.

Thank you,

Moriah Gelder, P.E. | Assistant Civil Engineer
Metropolitan Water Reclamation District (MWRD)
Engineering Department | [Stormwater Management](#)
111 E Erie Street | Chicago, IL 60611 | 6th Floor
(P) 312.751.3159 | (E) GelderM@mwrld.org

Correspondence with ISWS

From: Heistand, Glenn <heistand@illinois.edu>
Sent: Wednesday, July 21, 2021 1:58 PM
To: Paige S. Adams
Cc: Keefer, Laura; Saylor, William F; Wilson, Steven D
Subject: RE: Request for Information

Paige,

The CHAMP group at ISWS does not have any new H&H studies in Winnetka. You might find useful information we compiled for the 2019 Preliminary FIRMS, FIS, and FIRM database for Cook County on our website.

<https://www.illinoisfloodmaps.org/dfirm.aspx?county=cook>

The final FIS for the previous coastal PMR (completed by FEMA's contractor) may have already been sent to the communities or might be posted on FEMA's Map Service Center, as the effective date for that PMR is set as Sept 10, 2021. Any coastal hazard information (Lake Michigan) was developed by the FEMA contractor, not ISWS.

The state NFIP coordinator at IDNR-OWR may be a good resource for information. She's also well-versed in the CRS program:

Marilyn L. Sucoe P.E., CFM
Illinois NFIP Coordinator (Acting)
IDNR/OWR
2050 Stearns Rd
Bartlett, IL 60103
847.608.3181

Hopefully, that gets you in the right direction.
Let me know if you have any other flood related questions.
Thanks.

Glenn

GLENN HEISTAND, PE, CFM
Associate Research Scientist, Water Resources Engineer
Head, Coordinated Hazard Assessment and Mapping Program (CHAMP)

Illinois State Water Survey/Prairie Research Institute
[1895-2020: 125 Years of Water and Weather Science](#)
Vice Chancellor Research Institutes
University of Illinois at Urbana-Champaign
2204 Griffith Dr | M/C 674
Champaign, IL 61820
217.244.8856 | heistand@illinois.edu

Appendix D: Summary of Inspection Results

Area 1

Total Properties	36	
Foundation	86%	Concrete
	0%	Other
Yard	36%	Sloped away
	50%	Flat
Rear Yard	8%	Low
Downspout	0%	Splash
	78%	Underground
	3%	Extended
	0%	Underground/Splash
	3%	Underground/Extended
Approximated steps up to 1st floor	19%	1
	39%	2
	11%	3
	8%	4
	3%	5
	0%	>6
	0%	Low
	0%	Raised
Window Height	0%	Low
	0%	Grade
	0%	Raised
Window Type	0%	Glass
	0%	Glass block
Window Well Height	0%	Low
	0%	Grade
	0%	Raised
Window Well Type	0%	Metal
	0%	Concrete
Garage	0%	Detached
	86%	Attached
Garage Elevation	3%	Low
	81%	Grade
	3%	Raised

*Some data points were unobservable on certain properties due to obstructions of some kind (e.g. vegetation, structures, indirect sight-line from the right-of-way, etc.) so some group totals may not add up to 100%.

Area 2

Total Properties	158	
Foundation	96%	Concrete
	0%	Other
Yard	62%	Sloped away
	37%	Flat
Rear Yard	16%	Low
Downspout	11%	Splash
	51%	Underground
	26%	Extended
	2%	Underground/Splash
	2%	Underground/Extended
Approximated steps up to 1st floor	18%	1
	28%	2
	18%	3
	13%	4
	11%	5
	9%	>6
	0%	Low
	1%	Raised
Window Height	7%	Low
	18%	Grade
	8%	Raised
Window Type	24%	Glass
	7%	Glass block
Window Well Height	1%	Low
	3%	Grade
	8%	Raised
Window Well Type	7%	Metal
	4%	Concrete
Garage	46%	Detached
	45%	Attached
Garage Elevation	29%	Low
	61%	Grade
	1%	Raised

Area 3

Total Properties	20	
Foundation	90%	Concrete
	0%	Other
Yard	30%	Sloped away
	55%	Flat
Rear Yard	20%	Low
Downspout	15%	Splash
	40%	Underground
	15%	Extended
	0%	Underground/Splash
	0%	Underground/Extended
Approximated steps up to 1st floor	15%	1
	25%	2
	15%	3
	15%	4
	5%	5
	0%	>6
	0%	Low
	0%	Raised
Window Height	5%	Low
	0%	Grade
	5%	Raised
Window Type	10%	Glass
	0%	Glass block
Window Well Height	0%	Low
	0%	Grade
	0%	Raised
Window Well Type	0%	Metal
	0%	Concrete
Garage	0%	Detached
	90%	Attached
Garage Elevation	0%	Low
	90%	Grade
	0%	Raised

Area 4

Total Properties	53	
Foundation	98%	Concrete
	0%	Other
Yard	51%	Sloped away
	43%	Flat
Rear Yard	25%	Low
Downspout	23%	Splash
	21%	Underground
	40%	Extended
	0%	Underground/Splash
	0%	Underground/Extended
Approximated steps up to 1st floor	4%	1
	21%	2
	28%	3
	19%	4
	9%	5
	13%	>6
	0%	Low
	0%	Raised
Window Height	2%	Low
	6%	Grade
	13%	Raised
Window Type	19%	Glass
	0%	Glass block
Window Well Height	0%	Low
	2%	Grade
	4%	Raised
Window Well Type	0%	Metal
	0%	Concrete
Garage	17%	Detached
	79%	Attached
Garage Elevation	8%	Low
	89%	Grade
	0%	Raised

Area 5

Total Properties	26	
Foundation	100%	Concrete
	0%	Other
Yard	65%	Sloped away
	35%	Flat
Rear Yard	15%	Low
Downspout	27%	Splash
	31%	Underground
	15%	Extended
	0%	Underground/Splash
	4%	Underground/Extended
Approximated steps up to 1st floor	27%	1
	42%	2
	15%	3
	0%	4
	0%	5
	4%	>6
	0%	Low
	0%	Raised
Window Height	0%	Low
	0%	Grade
	0%	Raised
Window Type	0%	Glass
	0%	Glass block
Window Well Height	0%	Low
	0%	Grade
	0%	Raised
Window Well Type	0%	Metal
	0%	Concrete
Garage	8%	Detached
	92%	Attached
Garage Elevation	8%	Low
	92%	Grade
	0%	Raised

Appendix E: Floodproofing Methods

Table 3-12. Relative Costs of Various Retrofit Measures

Construction Type	Existing Foundation	Measure	Retrofit	Relative Cost
Frame, Masonry Veneer, or Masonry	Crawlspace or Basement	Wet Floodproofing 	Wet floodproof crawlspace to a height of 4 feet above lowest adjacent grade or wet floodproof unfinished basement to a height of 8 feet above basement floor	Lowest  Highest
Masonry Veneer or Masonry	Slab-on-Grade or Crawlspace	Dry Floodproofing 	Dry floodproof to a maximum height of 3 feet above lowest adjacent grade	
Frame, Masonry Veneer, or Masonry	Basement, Crawlspace, or Open Foundation	Barrier Systems 	Levee constructed to 6 feet above grade or floodwall constructed to 4 feet above grade	
Frame, Masonry Veneer, or Masonry	Basement, Crawlspace, or Open Foundation	Elevation 	Elevate on continuous foundation walls or open foundation	
Frame, Masonry Veneer, or Masonry	Basement, Crawlspace, or Open Foundation	Relocation 	Elevate on continuous foundation walls or open foundation	
Frame, Masonry Veneer, or Masonry	Slab-on-Grade	Elevation 	Elevate on continuous foundation walls or open foundation	
Frame, Masonry Veneer, or Masonry	Slab-on-Grade	Relocation 	Elevate on continuous foundation walls or open foundation	
Frame, Masonry Veneer, or Masonry	Slab-on-Grade, Crawlspace, Basement, or Open Foundation	Demolition 	Demolish existing building and buy or build a home elsewhere	Varies

(FEMA P-312, June 2014)



Agenda Item Executive Summary

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

Presenter: David Schoon, Director of Community Development

Agenda Date: 11/02/21

Consent: ☒ YES ☐ NO

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

Item History:

12/18/2018 - The Village Council adopted Resolution No. R-77-2018, A Resolution Approving a Contract with SAFEBuilt Illinois, Inc. for Inspection and Plan Review Services. The agreement calls for SAFEbuilt to be predominately responsible for conducting all building inspections and plan reviews for the Village.

11/17/2020 - The Village Council Adopted Resolution No. R-71-2020, A Resolution Approving an Amendment to the Agreement with SAFEBuilt Illinois, Inc. for Inspectional and Plan Review Services.

Executive Summary:

Resolution No. R-87-2021 on the Council agenda authorizes the Village to renew its contract with SAFEbuilt Illinois, Inc. to provide building-related inspection and plan review services in a not-to-exceed amount of \$250,000.

In 2018, the Village Council adopted Resolution No. R-77-2018. A Resolution Approving a Contract with SAFEBuilt Illinois, Inc. for Inspection and Plan Review Services. The contract allows the Village to renew the agreement up to three additional one-year terms. The proposed renewal would be the second extension and would be through December 31, 2022.

The not-to-exceed amount of the agreement was lowered from \$295,000 to \$250,000 by Resolution No. 71-2020 to better reflect the maximum dollar amount for services the Village has paid in any one year during the the then previous five years. SAFEbuilt will only invoice for services performed during the extension of the contract. Under the agreement SAFEbuilt's current billable rates for plan reviews (\$74.67/hour) and inspections (\$73.66/hour) may increase based upon the increase in annual "Consumer Price Index-U, Chicago-Naperville, Elgin," but not more than 3%, during the coming year.

The amount budgeted for inspection and plan review services in 2022 is \$200,000, which allows us to have covered the amount for these services during the past several years and any CPI increase. If staff anticipates the fees for these services would surpass the \$200,000 amount, we will approach the Village Council for a budget amendment.

Executive Summary (continued):**BACKGROUND**

The Village first entered into a contract for building inspection and plan review services with SAFEbuilt in June, 2013. Prior to this date, these services were provided by Village employees. Winnetka along with four other neighboring municipalities - Glenview, Evanston, Wilmette, Kenilworth - engaged in an RFP process to identify a third-party vendor to provide these services.

SAFEbuilt was the successful vendor and was chosen over four others. The impetus behind this model was to address the need for additional building plan review and inspection services due to the increase in building activity at that time without adding permanent municipal employees and to use a regional approach to achieve economies of scale and process efficiencies.

In 2018, prior to the Village's agreement expiring with SAFEbuilt, the Village joined the original four neighboring municipalities and six additional municipalities (Highland Park, Lincolnshire, Morton Grove, Niles, Palatine, and Wheeling) in an RFP process for building plan review and inspection services. Six proposals were received with only three proposals being responsive to the Village's request for services. The Village found SAFEbuilt to be the lower responsible proposer for the services, and as noted earlier, the Village adopted Resolution No. R-77-2018 entering into a contract with SAFEBuilt for building-related plan review and inspection services.

Recommendation:

Consider adopting Resolution No. R-87-2021 renewing the contract with SAFEbuilt Illinois, Inc. for building-related plan review and inspection services for FY2022.

Attachments:

1. Resolution No. R-87-2021 - Approving an Amendment to the Agreement with SAFEBuilt Illinois, Inc. for Inspection and Plan Services.
2. SAFEbuilt Agreement for Inspection & Plan Review Services.
3. First Amendment to the SAFEbuilt Agreement for Inspection & Plan Review Services.

ATTACHMENT 1

RESOLUTION NO. R-87-2021

A RESOLUTION APPROVING AN AMENDMENT TO THE AGREEMENT WITH SAFEUILT ILLINOIS, INC. FOR INSPECTION & PLAN 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, Article VII, Section 10 of the 1970 Illinois Constitution and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*, authorize and encourage intergovernmental cooperation; and

WHEREAS, on December 31, 2018, the Village entered into a Professional Services Agreement (“*Agreement*”) with SAFEuilt, LLC (“*Consultant*”) for Consultant to provide the Village inspection and plan review services (“*Services*”); and

WHEREAS, the Village reserved itself the right in the Agreement to extend the term of the Agreement for three additional one-year periods (“*Extension Terms*”); and

WHEREAS, the Village and Consultant entered into a First Amendment to the Agreement dated November 17, 2020, (“First Amendment”), pursuant to which the Village and Consultant agreed to extend the term of the Agreement for the first Extension Term and to set forth the prices for the Services during the first Extension Term.

WHEREAS, the Village now desires to amend the agreement to exercise its option to extend the term of the Agreement for an additional year and set the maximum charge to the Village during the renewal term (“*Second Amendment*”); and

WHEREAS, the Council of the Village of Winnetka (“*Village Council*”) has determined that entering into the Amendment is in the best interest of the Village;

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 AMENDMENT. The Village Council hereby approves, pursuant to the Village’s home rule power, the Second Amendment 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: AUTHORIZATION TO EXECUTE THE AMENDMENT. The Village Council hereby authorizes and directs, pursuant to the Village’s home rule power, the Village President and the Village Clerk to execute and seal, on behalf of the Village, the Amendment.

November 2, 2021

R-87-2021

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

[SIGNATURE PAGE FOLLOWS]

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

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

Signed

Village President

Countersigned:

Village Clerk

EXHIBIT A
AMENDMENT

**SECOND AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT**

THIS SECOND AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT ("***Amendment***"), dated as of this ____ day of _____, 2021, ("***Effective Date***"), is by and between the **VILLAGE OF WINNETKA**, an Illinois home rule municipal corporation ("***Village***"), and **SAFEBUILT ILLINOIS, LLC**, an Illinois limited liability company ("***Consultant***").

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

SECTION 1. RECITALS.

A. The Village and Consultant entered into that certain December 31, 2018, Professional Services Agreement ("***Agreement***") for Consultant to provide the Village inspection and plan review services ("***Services***"), which Services are more fully described in the Agreement.

B. The Initial Term of the Agreement ended on December 31, 2020.

C. Pursuant to Section 2. D of the Agreement, the Village and Consultant may renew and extend the Agreement for up to three additional one-year terms upon the mutual agreement of the Parties.

D. The Village and Consultant entered into a First Amendment to the Agreement dated November 17, 2020, ("***First Amendment***"), pursuant to which the Village and Consultant agreed to extend the term of the Agreement for the first Extension Term and to set forth the prices for the Services during the first Extension Term

E. Consultant has provided the Village satisfactory Services during the Initial Term.

F. Consultant and the Village desire to renew the Agreement for an additional year and amend the agreement amount.

SECTION 2. DEFINITIONS; RULES OF CONSTRUCTION.

A. Definitions. All capitalized words and phrases used throughout this Amendment have the meanings set forth in the various provisions of this Amendment. If a word or phrase is not specifically defined in this Amendment, it has the same meaning as in the Agreement.

B. Rules of Construction. Except as specifically provided in this Amendment, all terms, provisions and requirements contained in the Agreement remain unchanged and in full force and effect. In the event of a conflict between the text of the Agreement and the text of this Amendment, the text of this Amendment controls.

SECTION 3. EXTENSION OF TERM.

Pursuant to Section 2.D of the Agreement, the Village and Consultant hereby agree that the term of the Agreement is hereby extended for a renewal term to begin on January 1, 2022 and end on December 31, 2022 ("***Renewal Term***"), during which Renewal Term Consultant shall diligently and continuously prosecute the Services.

SECTION 4. AGREEMENT AMOUNT.

Consultant shall charge the Village for the Services consistent with the terms of the Agreement, provided, however, that the maximum fee charged by Consultant during the Renewal Term shall not exceed a total of \$250,000 for all Services.

SECTION 5. COUNTERPARTS.

To facilitate execution of this Amendment, this Amendment may be executed in multiple counterparts, each of which, when assembled to include an original signature for each party contemplated to sign this Amendment, will constitute a complete and fully executed original. All such fully executed original counterparts will collectively constitute a single agreement. Each counterpart may be delivered by pdf transmission.

IN WITNESS WHEREOF, the parties have hereunder set their hands and seals as of the Execution Date first above written.

VILLAGE OF WINNETKA

SAFEBUILT ILLINOIS, LLC

By: _____
Its: _____

By: _____
Its: _____

ATTACHMENT 2

VILLAGE OF WINNETKA PROFESSIONAL SERVICES AGREEMENT

This **PROFESSIONAL SERVICES AGREEMENT** ("**Agreement**") is dated as of the 31st day of December, 2018, and is by and between the **VILLAGE OF WINNETKA**, an Illinois home rule municipal corporation ("**Village**"), and the Consultant identified in Section 1.A of this Agreement.

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

SECTION 1. CONSULTANT.

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

Consultant Name ("*Consultant*"): SAFEbuilt Illinois, LLC

Address: 3755 Precision Drive, Suite 140, Loveland, Colorado 80538

Telephone No.: 877-977-4111

Email: snero@safebuilt.com

Project Name/Description: Inspection and Plan Review Services

Agreement Amount: Maximum \$295,000 annually

B. Project Description. Consultant will perform (i) building, mechanical, plumbing, and electrical inspections, (ii) conduct commercial, multi-family, single-family, and MEP plan reviews, and (iii) perform code enforcement and property maintenance inspections, all as more fully described in the scope of work attached to this Agreement as **Exhibit A ("*Scope of Work*")** and the Service Level Agreement attached to this Agreement as **Exhibit B ("*Service Level Agreement*")**.

C. Representations of Consultant. The Consultant represents that it is financially solvent, has the necessary financial resources, and is sufficiently experienced and competent to perform and complete the consulting services that are set forth in the Scope of Work and the Service Level Agreement ("**Services**") in a manner consistent with the standards of professional practice by recognized consulting firms providing services of a similar nature.

SECTION 2. SCOPE OF SERVICES.

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

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

C. Commencement; Term. The Consultant shall commence the Services immediately upon receipt of written notice from the Village that this Agreement has been fully executed by the Parties

(**"Commencement Date"**). The Consultant shall diligently and continuously prosecute the Services until December 31, 2020 (**"Time of Performance"** or **"Initial Term"**).

D. Renewal. This Agreement may be renewed for up to three additional one-year terms upon mutual written agreement of the Parties (individually, a **"Renewal Term"**). The Consultant shall notify the Village at least 90 days before the end of the then current Initial Term or Renewal Term if it does not want to renew this Agreement. At the end of the Initial Term or any applicable Renewal Term, the Village reserves the right to extend this agreement for a period of up to ninety (90) days for the purpose of entering into a new agreement.

E. Reporting. The Consultant shall prepare and submit a monthly report summarizing plan review and inspection activity generally in the applicable format attached as **Exhibit C** to the Village Manager, or his designee, regarding the progress of the Services during the term of this Agreement.

SECTION 3. COMPENSATION AND METHOD OF PAYMENT.

A. Agreement Amount. The total amount paid by the Village for the Services pursuant to this Agreement shall not exceed the amount identified as the Agreement Amount in Section 1.A of this Agreement. No claim for additional compensation shall be valid unless made in accordance with Sections 3.D or 3.E of this Agreement.

B. Invoices and Payment. The Consultant shall submit monthly invoices generally in the applicable format attached as **Exhibit D-1** and **Exhibit D-2** to the Village for costs incurred by the Consultant in performing the Services. The amount billed in each invoice for the Services shall be based solely upon the rates set forth in the Fee Schedule attached to this Agreement as **Exhibit E ("Fee Schedule")**. The Village shall only pay for services rendered. Payment shall be made in accordance with the Local Government Prompt Payment Act.

C. Escalation Clause. During the first three months of the first year of the Initial Term, the Village and the Consultant will work together to review the compliance and tools used to measure compliance as set forth in Exhibit B Service Level Agreement. After the first three months, the Village and the Consultant will review compliance with the Service Level Agreement at the intervals outlined in the Service Level Agreement. In any month where the Consultant fails to meet the service level for each position category the Village is entitled to a 5% credit of the subsequent month's invoice amount for that position. Should this occur, the Village shall have the right to conduct, a of that service level each month for that particular position until the position meets that service level standard for the applicable position. If the Consultant fails to meet the service level for a given position category in consecutive time periods, as identified in the "Review Frequency" column of Exhibit B, the Village shall be entitled to a 7.5% credit on the subsequent month's invoices for that position category each month until the service level agreement has been met, at which time the invoice credit shall be discontinued.

Beginning February 1, 2020 and annually thereafter, the hourly rates listed in Exhibit E shall be increased based upon the increase in the annual "Consumer Price Index-U, Chicago-Naperville, Elgin" from the previous year but not more than 3% annually. Rates shall not decrease for the term of this Agreement

D. Records; Audit; Access to Records.

1. The Consultant shall maintain books, records, documents and other evidence directly pertinent to the performance of the Services under this Agreement consistent with generally accepted accounting standards in accordance with the American Institute of Certified Public

Accountants Professional Standards. The Consultant shall also maintain the financial information and data used by the Consultant in the preparation or support of any cost submissions required under this subsection, (e.g. invoices, negotiation of contract amendments, the Change Orders) and a copy of the cost summary submitted to the Village. The Auditor General, the Village, or any government agency or any of their duly authorized representatives shall have access to the books, records, documents, and other evidence for purposes of inspection, audit, and copying. The Consultant will provide facilities for such access and inspection.

2. Audits conducted pursuant to this provision shall be consistent with generally accepted auditing standards in accordance with the American Institute of Public Accountants Professional Standards.

3. The Consultant agrees to the disclosure of all information and reports resulting from access to records pursuant to the subsection above. Where the audit concerns a subcontractor, the auditing agency will afford the Consultant an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report. The final audit report will include the written comments, if any, of the audited parties.

4. Records under the subsections above shall be maintained and made available during performance of the Services under this Agreement and until three years from the date of final audit for the Services. In addition, those records which relate to any dispute or litigation or the settlement of claims arising out of such performance, costs or items to which an audit exception has been taken, shall be maintained and made available for three years after the date of resolution of such dispute, appeal, litigation, claim or exception.

5. Parties acknowledge that Consultant requires access to Records to perform its obligations under this Agreement. Accordingly, Village will either provide to Consultant, in a reasonable amount of time, data from the records that Consultant may reasonably request (in an agreed electronic format) or grant Consultant reasonable access to the Village's records and relevant portion of the Village's record management systems so that Consultant may download necessary data. Consultant may use the records, all solely in anonymized form, for purposes of (i) benchmarking of Village and others performance relative to that of other groups of customers served by Consultant; (ii) sales and marketing of existing and future Consultant services; (iii) monitoring Service performance and making improvements to the Service.

E. Claim In Addition To Agreement Amount.

1. The Consultant shall provide written notice to the Village of any claim for additional compensation as a result of action taken by the Village, within 15 days after the occurrence of such action.

2. The Consultant acknowledges and agrees that: (a) the provision of written notice pursuant to Section 3.E.1 of this Agreement shall not be deemed or interpreted as entitling the Consultant to any additional compensation; and (b) any changes in the Agreement Amount shall be valid only upon written amendment pursuant to Section 8.A of this Agreement.

3. Regardless of the decision of the Village relative to a claim submitted by the Consultant, the Consultant shall proceed with all of the work required to complete the Services under this Agreement, as determined by the Village, without interruption.

F. Additional Services. The Consultant acknowledges and agrees that the Village shall not be liable for any costs incurred by the Consultant in connection with any services provided by the Consultant that are outside the scope of this Agreement ("**Additional Services**"), regardless of whether such Additional Services are requested or directed by the Village, except upon the approval of a written change order ("**Change Order**") by the Village.

1. Change Orders. In the event that a Change Order is required, the Consultant shall review the Scope of Work to suggest alternatives that can be implemented to offset the cost increase of any necessary changes without sacrificing the quality and/or scope of the contract specifications. All Change Orders and alternative suggestions must be approved by the Village prior to execution.

a. Change Orders shall comply with 720 ILCS 5/33E-9.

b. Detailed written Requests for Change Orders must be submitted to the Village on the form provided by the Village (Requests furnished in any other format or lacking sufficient information will be rejected). In order to facilitate checking of quotations for extras or credits, all requests for Change Orders shall be accompanied by a complete itemization of costs including labor, materials and Subcontracts. Where major cost items are Subcontracts, they shall also be itemized. Requests will be reviewed by the Village's Finance Director.

c. Each written Request for a Change Order must be accompanied by written suggestions where costs can be reduced to offset the Change Order increase requested or a written certification stating that the Consultant has reviewed the work to be performed and cannot identify areas where costs can be reduced.

d. A written Change Order must be issued by the Village's Finance Director and/or approved by the Village Board of Trustees as necessary prior to commencing any additional work covered by such order. Work performed without proper authorization shall be the Consultant's sole risk and expense.

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

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

SECTION 4. PERSONNEL; SUBCONTRACTORS.

A. Key Project Personnel. The Key Project Personnel shall be identified by Consultant to the Village and shall be primarily responsible for carrying out the Services on behalf of the Consultant. The Key Project Personnel shall not be changed without the Village's prior written approval.

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

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

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

E. Waiver of Workers Compensation/Occupations Disease Expense Reimbursement. The Consultant agrees to waive any and all rights to reimbursement of workers' compensation expenses under Section 1(a) (4) of the Illinois Workers' Compensation Act (820 ILCS 305), and as amended; and the Consultant agrees to waive any and all rights to reimbursement of occupational disease expenses under Section 1(a) (3) of the Illinois Occupational Diseases Act (820 ILCS 310), and as amended.

F. Solicitation/Hiring of Consultant's Employees. During the term of this Agreement and for one year thereafter ("***Specified Period***"), the Village shall not solicit, recruit or hire, or attempt to solicit, recruit or hire, any employee or former employee of Consultant who are assigned and provide services directly to the Village pursuant to this Agreement ("***Service Providers***"), or who interacted with the Village in connection with the provision of the Services (including but not limited to supervisors or managers of Service Providers, customer relations personnel, accounting personnel, and other support personnel of Consultant). The Parties agree that this provision is reasonable and necessary in order to preserve and protect Consultant's trade secrets and other confidential information, its investment in the training of its employees, the stability of its workforce, and its ability to provide competitive building department programs in this market. If any provision of this section is found by a court or arbitrator to be overly broad, unreasonable in scope or otherwise unenforceable, Parties agree that such court or arbitrator shall modify such provision to the minimum extent necessary to render this section enforceable. In the event that the Village hires any such employee during the Specified Period, the Village shall pay to Consultant a placement fee equal to 25% of the employee's annual salary including bonus.

SECTION 5. CONFIDENTIAL INFORMATION.

A. Confidential Information. The term "**Confidential Information**" shall mean information in the possession or under the control of the Village relating to the technical, business, or corporate affairs of the Village; Village property; user information, including, without limitation, any information pertaining to usage of the Village's computer system, including and without limitation, any information obtained from server logs or other records of electronic or machine readable form; and the existence of, and terms and conditions of, this Agreement. Village Confidential Information shall not include information that can be demonstrated: (1) to have been rightfully in the possession of the Consultant from a source other than the Village prior to the time of disclosure of such information to the Consultant pursuant to this Agreement ("**Time of Disclosure**"); (2) to have been in the public domain prior to the Time of Disclosure; (3) to have become part of the public domain after the Time of Disclosure by a publication or by any other means except an unauthorized act or omission or breach of this Agreement on the part of the Consultant or the Village; or (4) to have been supplied to the Consultant after the Time of Disclosure without restriction by a third party who is under no obligation to the Village to maintain such information in confidence.

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

SECTION 6. STANDARD OF SERVICES AND INDEMNIFICATION.

A. Representation and Certification of Services. The Consultant represents and certifies that the Services shall be performed in accordance with the standards of professional practice, care, and diligence practiced by recognized consulting firms in performing services of a similar nature in existence at the Time of Performance. The representations and certifications expressed shall be in addition to any other representations and certifications expressed in this Agreement, or expressed or implied by law, which are hereby reserved unto the Village.

B. Indemnification. The Consultant shall indemnify, defend, and hold harmless the Village and the Village's elected and appointed officials, employees, agents, and representatives from all claims, liabilities, losses, damages, demands, penalties, causes of action, costs, and expenses, including court costs and reasonable attorneys' fees, which may arise or which may have been alleged to have arisen out of, or in connection with, the Consultant's performance of the Services. The obligations of the Consultant under this Section 6.A shall not be limited by any applicable insurance required of the Consultant. Notwithstanding any other contrary provision contained herein, the Consultant's obligations under this Section 6.A shall survive the expiration or termination of this Agreement.

C. Insurance. The Consultant shall be required to purchase and maintain during the life of the Agreement, the following required insurance with limits of not less than set forth below:

1. **Commercial Liability Insurance.** Coverage on an occurrence basis that insures against claims for bodily injury (including death), property damage and personal and advertising injury

arising out of or in connection with any Services under this Agreement, whether such operations or services are by the Consultant or a subconsultant. The minimum limits of liability for this insurance is as follows:

- a. \$1,000,000 combined single limit - each occurrence
- b. \$1,000,000 personal and advertising injury;
- c. \$2,000,000 combined single limit - general aggregate; and
- d. \$1,000,000 combined single limit - products/completed operations aggregate.

This insurance shall include coverage for all of the following:

- e. Liability arising from premises and operations;
- f. Liability arising from the actions of independent contractors;
- g. Liability arising from products and completed operations with such coverage to be maintained for two (2) years after termination of the Agreement;
- h. Contractual liability including protection for the Consultant from bodily injury (including death) and property damage claims arising out of liability assumed under any resulting Agreement; and
- i. On all Commercial General Liability Insurance policies, the Village, its elected and appointed officials and its employees shall be named as additional insureds, on a primary and non-contributory basis. The endorsements evidencing the additional insured status required herein shall accompany the certificates of insurance furnished to the Village under this Section.

2. Business Auto Liability Insurance. At least \$1,000,000 combined single limit each accident, covering bodily injury (including death) and property damage claims arising out of the ownership, maintenance or use of owned, non-owned, and hired autos.

3. Workers' Compensation Insurance. Statutory benefits as required by Illinois law, including standard Other States Insurance and Employers' Liability Insurance with limits of at least \$1,000,000 each accident/\$1,000,000 each employee disease/\$1,000,000 disease policy limit. The minimum employers' liability limits may be satisfied with a combination of employers' liability and umbrella excess liability insurance.

4. Umbrella Excess Liability or Excess Liability Insurance. Umbrella Excess Liability or Excess Liability insurance with minimum limits of:

- a. \$5,000,000 combined single limit - each occurrence;
- b. \$5,000,000 combined single limit – aggregate other than products/completed operations and auto liability; and
- c. \$5,000,000 combined single - products/completed operations aggregate.

This insurance shall include all of the following coverages on the applicable schedule of underlying insurance:

d. Commercial general liability;

e. Business auto liability; and

f. Employers' liability, and shall follow form with the coverage provisions required for underlying insurance.

5. Professional Liability Insurance. Professional Liability Insurance with limits of at least \$1,000,000 each occurrence and \$2,000,000 aggregate, for claims alleging acts, errors or omissions by the Consultant or its subcontractors, arising from the rendering or failure to render the Consultant's professional services under this Agreement.

6. The Consultant shall not commence the Services under this Agreement until it has obtained, at its own expense, all required insurance and such insurance has been approved by the Village; nor shall the Consultant allow any subcontractor to commence operations or services on any subcontract until all insurance required of the subcontractor has been so obtained and approved by the Consultant. Approval of the Consultant's required insurance will be granted only after submission to the Village of original certificates of insurance and any required endorsements evidencing the required insurance, signed by authorized representatives of the insurers, to the Village via e-mail to tsloth@winnetka.org and dschoon@winnetka.org.

7. The Consultant shall require all subconsultants to maintain during the term of the Agreement, commercial general liability insurance, business auto liability insurance and workers' compensation and employers' liability insurance to the same extent required of the Consultant in 1.1., 1.2., 1.3. and 1.5. (when required) herein. The Consultant shall furnish subcontractor's certificates of insurance to the Village immediately upon the Village's request.

8. Providing any insurance required herein does not relieve the Consultant of any of the responsibilities or obligations assumed by the Consultant in the Agreement or for which the Consultant may be liable by law or otherwise.

9. Failure to provide and continue in force insurance as required herein may be deemed a material breach of the Agreement and shall be grounds for immediate termination of the Agreement by the Village, in the Village's sole discretion.

10. Failure of the Village to receive from Consultant certificates or other evidence of full compliance with these insurance requirements or failure of the Village to identify a deficiency in these requirements from such certificates or other evidence provided shall not be construed as a waiver of Consultant's obligation to maintain required insurance.

11. By requiring insurance and insurance limits herein, the Village does not represent that coverage and limits will necessarily be adequate to protect Consultant.

12. The Consultant shall advise the Village via email to tsloth@winnetka.org and dschoon@winnetka.org and by certified mail, return receipt requested, within two (2) business days after Consultant's receipt of any notice of cancellation, non-renewal, or other termination of, or any

substantive change to any insurance policy providing or represented as providing the coverages mandated herein. Failure to do so may be construed as a material breach of the Agreement.

13. The Consultant's and all subconsultant's insurers must be lawfully authorized to do business in the State of Illinois and must be acceptable to the Village, in its sole discretion. All such insurers must have a Best's Financial Strength Rating of "A" or better, and a Financial Size Category of "Class VII" or better in the latest evaluation by the A. M. Best Company, unless the Village grants specific prior written approval for an exception.

14. Any deductibles or retentions of \$5,000 or greater (\$10,000 for umbrella excess liability) for any policies required hereunder shall be disclosed by the Consultant, and are subject to the Village's prior written approval. Any deductible or retention amounts elected by the Consultant or its subconsultant or imposed by Consultant's or its subconsultant's insurer(s) shall be the sole responsibility of Consultant or its subconsultants and are not chargeable to the Village as expenses.

15. If any required insurance purchased by the Consultant or its subconsultants has been issued on a "claims made" basis, the Consultant must comply with the following additional conditions. The limits of liability and the extensions to be included remain the same. Consultant or its subconsultant must either:

a. Agree to provide certificates of insurance to the Village evidencing the above coverages for a period of two (2) years after termination. Such certificates shall evidence a retroactive date no later than the beginning of the Services under the Agreement, or;

b. Purchase an extended (minimum two (2) years) reporting period endorsement for each such "claims made" policy in force as of the date of termination and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance and a copy of the endorsement itself. Such certificates and copy of the endorsement shall evidence a retroactive date no later than the beginning of the Services under this Agreement.

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

SECTION 7. CONSULTANT AGREEMENT GENERAL PROVISIONS.

A. Relationship of the Parties. The Consultant shall act as an independent contractor in providing and performing the Services. Nothing in, nor done pursuant to, this Agreement shall be construed: (1) to create the relationship of principal and agent, employer and employee, partners, or joint venturers between the Village and Consultant; or (2) to create any relationship between the Village and any subcontractor of the Consultant.

B. Change in Status. The Consultant shall notify the Village immediately of any change in its status resulting from any of the following: (a) Consultant is acquired by another party; (b) change in greater than 5% ownership interest; (c) Consultant becomes insolvent; (d) Consultant, voluntarily or by operation law, becomes subject to the provisions of any chapter of the Bankruptcy Act; (d) Consultant ceases to conduct its operations in normal course of business. The Village shall have the option to terminate this Agreement immediately on written notice based on any such change in status.

C. Conflict of Interest. The Consultant represents and certifies that, to the best of its knowledge: (1) no elected or appointed Village official, employee or agent has a personal financial interest in the business of the Consultant or in this Agreement, or has personally received payment or other consideration for this Agreement; (2) as of the date of this Agreement, neither Consultant nor any person employed or associated with Consultant has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither Consultant nor any person employed by or associated with Consultant shall at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.

D. No Collusion. The Consultant represents and certifies that the Consultant is not barred from contracting with a unit of state or local government as a result of: (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue, unless the Consultant is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 *et seq.* of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 *et seq.*; or (2) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 *et seq.* The Consultant represents that the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to the Village prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it shall be found that the Consultant has, in procuring this Agreement, colluded with any other person, firm, or corporation, then the Consultant shall be liable to the Village for all loss or damage that the Village may suffer, and this Agreement shall, at the Village's option, be null and void.

E. Termination. The Village reserves the right to terminate this Agreement, or any part thereof, upon thirty days' written notice. In the event of such termination, the Consultant shall be entitled to receive payment from the Village for work completed to date notice of termination is sent.

F. Compliance With Laws and Grants.

1. **Compliance with Laws.** The Consultant shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required in connection with providing, performing, and completing the Services, and with all applicable statutes, ordinances, rules, and regulations, including, without limitation: any applicable prevailing wage laws; the Fair Labor Standards Act; any statutes regarding

qualification to do business; any statutes requiring preference to laborers of specified classes; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 *et seq.*, and the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.* including any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity Clause, Illinois Administrative Code, Title 44, Part 750 (Appendix A), which is incorporated herein by reference. The Consultant shall also comply with all conditions of any federal, state, or local grant received by the Village or the Consultant with respect to this Agreement or the Services. Further, the Consultant shall have a written sexual harassment policy in compliance with Section 2-105 of the Illinois Human Rights Act.

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

3. Required Provisions. Every provision of law required by law to be inserted into this Agreement shall be deemed to be inserted herein.

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

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

2. Termination of Agreement by Village. The Village may terminate this Agreement without liability for further payment of amounts due or to become due under this Agreement after the effective date of termination. In the event that this Agreement is terminated due to an Event of Default, the Village shall be entitled to purchase the Services elsewhere and charge the Contractor with any or all losses incurred, including attorney's fees and expenses.

3. Withholding of Payment by Village. The Village may withhold from any payment, whether or not previously approved, or may recover from the Consultant, any and all costs, including attorneys' fees and administrative expenses, incurred by the Village as the result of any Event of Default by the Consultant or as a result of actions taken by the Village in response to any Event of Default by the Consultant.

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

I. **Village Council Authority.** Notwithstanding any provision of this Agreement, any negotiations or agreements with, or representations by the Consultant to, vendors shall be subject to the approval of the Village Council. For purposes of this Section 7.I, "vendors" shall mean entities engaged in subcontracts for the provision of additional services directly to the Village. The Village shall not be liable to any vendor or third party for any agreements made by the Consultant without the knowledge and approval of the Village Council.

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

K. **News Releases.** The Consultant shall not issue any news releases, advertisements, or other public statements regarding the Services without the prior written consent of the Village Manager.

L. **Ownership.**

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

2. Except as provided in this Agreement, Documents shall not be used by Consultant for any purpose other than the performance of Services hereunder without the express prior written consent of Village. If this Agreement expires or is terminated for any reason, all records, documents, notes, data and other materials maintained or stored in Consultant's secure proprietary software pertaining to Village will be exported into a CSV file or another available reasonable format chosen by the Village. Consultant shall own all rights and title to any Consultant provided software and any improvements or derivative works to such software.

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

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

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

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

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

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

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

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

e. Discontinuation of Use. At such time as the Services have been completed to the satisfaction of the Village, the Consultant shall cease its use of the GIS Data for any purpose whatsoever, and remove the GIS Data from all of the Consultant's databases, files, and records; and, upon request, an authorized representative of the Village shall be afforded sufficient access to the Consultant's premises and data processing equipment to verify compliance by the Consultant with this Section 7.L.3.e.

SECTION 8. GENERAL PROVISIONS.

A. Amendment. No amendment or modification to this Agreement shall be effective until it is reduced to writing and approved and executed by the Village and the Consultant in accordance with all applicable statutory procedures.

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

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

D. Notice. All notices required or permitted to be given under this Agreement shall be in writing and shall be delivered (1) personally, (2) by a reputable overnight courier, or by (3) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of: (a) actual receipt; (b) one business day after deposit with an overnight courier, as evidenced by a receipt of deposit; or (c) four business days following deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section 8.D, each party shall have the right to change the address or the addressee, or both, for all future notices and communications to the other party, but no notice of a change of addressee or address shall be effective until actually received.

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

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

With a copy to:

Holland & Knight LLP
131 S. Dearborn, 30th Floor
Chicago, Illinois 60603
Attention: Peter M. Friedman

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

SAFEbuilt Illinois, LLC
3755 Precision Drive, Suite 140
Loveland, Colorado 80538
Attention: **Tom T. Klein, CRO**

With a copy to:

Gary Amato, Chief Compliance and Legal Officer
3755 Precision Drive, Suite 140
Loveland, CO 80538

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

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

G. Time. Time is of the essence in the performance of all terms and provisions of this Agreement.

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

I. Governing Laws; Jurisdiction; Venue. This Agreement shall be governed by, construed and enforced in accordance with the internal laws, but not the conflicts of laws rules, of the State of Illinois. Jurisdiction and venue shall be exclusively found in the Circuit Court of Cook County, State of Illinois

J. Authority to Execute.

1. **The Village.** The Village hereby warrants and represents to the Consultant that the persons executing this Agreement on its behalf have been properly authorized to do so by its corporate authorities.

2. **The Consultant.** The Consultant hereby warrants and represents to the Village that the persons executing this Agreement on its behalf have the full and complete right, power, and authority to enter into this Agreement and to agree to the terms, provisions, and conditions set forth in

this Agreement and that all legal actions needed to authorize the execution, delivery, and performance of this Agreement have been taken.

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

L. Waiver. Neither the Village nor the Consultant shall be under any obligation to exercise any of the rights granted to them in this Agreement except as it shall determine to be in its best interest from time to time. The failure of the Village or the Consultant to exercise at any time any such rights shall not be deemed or construed as a waiver of that right, nor shall the failure void or affect the Village's or the Consultant's right to enforce such rights or any other rights.

M. Consents. Unless otherwise provided in this Agreement, whenever the consent, permission, authorization, approval, acknowledgement, or similar indication of assent of any party to this Agreement, or of any duly authorized officer, employee, agent, or representative of any party to this Agreement, is required in this Agreement, the consent, permission, authorization, approval, acknowledgement, or similar indication of assent shall be in writing.

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

O. 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 to this Agreement participated equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

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

Q. Exhibits. Exhibits A through E attached to this Agreement are, by this reference, incorporated in and made a part of this Agreement. In the event of a conflict between an Exhibit and the text of this Agreement, the text of this Agreement shall control.

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

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

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Agreement this 31st day of December, 2018.

ATTEST:

By:

Village Clerk

VILLAGE OF WINNETKA

By:

Village President

ATTEST:

By:

Title:

Contract Manager

SAFE BUILT ILLINOIS, LLC

By:

Its:

Thomas P. Wilkas, CFO

EXHIBIT A – SCOPE OF WORK

The Village of Winnetka (the “**Village**”) shall be responsible for permit and plan intake, the issuance of all permits, and the coordination of all permit services, including the scheduling of all inspections. The Village shall also be responsible for all plan review and inspections related to the application of and compliance with the Village’s Zoning Ordinance, Sanitation Code, and Fire and Life Safety Codes. SAFEbuilt Illinois, LLC (the “**Consultant**”) shall be responsible for providing the following services through maintaining a physical presence in the Winnetka Village Halle to serve as the Village’s plan review and inspections services function under the lead of the Community Development Department Director and Assistant Director.

Building, Mechanical, and Electrical Inspections

The Consultant will provide the following inspection professional services to be billed at an hourly rate in accordance with quantities of inspections performed. These services will consist of the following:

1. Respond to general customer inquiries regarding building, mechanical, and electrical inspections and related requirements;
2. Participate in pre-occupancy inspections with commercial tenants and their design professionals;
3. Perform building, accessibility, and electrical system inspections on new and existing commercial and residential construction projects;
4. Perform pre-construction site development inspections including a construction fence, tree protection, and signage;
5. Perform electrical and mechanical (including HVAC) inspections in compliance to the approved plans, applicable codes, state of Illinois standards, and local amendments; and
6. Any other inspection necessary to confirm compliance with adopted Village building codes or other codes as necessary for a Certificate of Occupancy, Special Event Inspections, and Temporary Occupancy Inspections.

Inspection Services Standards: The Consultant shall meet the following minimum standards for all inspection services:

7. All employees utilized by the Consultant must possess certification with the International Code Council or other applicable certifying agencies as approved by the Village, or possess equivalent experience and/or education that is acceptable to the Village;
8. Consultant shall make their best effort to provide additional inspection services during weeks with fewer than five (5) business days;
9. All inspectors are required to perform on average at least two (2) inspections per hour, per inspector, allowing for fluctuations relating to core and peak inspection loads as outlined in the attached Exhibit C.

Plumbing Inspections

The Consultant will provide the following plumbing inspection professional services to be billed at an hourly rate in accordance with quantities of inspections performed. These services will consist of the following:

1. Respond to general customer inquiries regarding plumbing inspections and related requirements;
2. Inspects new installations and alterations of plumbing and drainage systems in public and private buildings;
3. Checks piping size, connections, trap seals, cleanouts, and the use of approved materials, devices, fixtures, and equipment;
4. Issues written notices of code violations;
5. Inspects approved plans, specifications, and permits issued for proposed work projects; and

6. Provides consulting plan review services to other staff, as needed;

Inspection Services Standards: The Consultant shall meet the following minimum standards for all inspection services:

7. All employees utilized by the Consultant must possess certification with the International Code Council and/or other applicable certifying agencies as approved by the Village, or possess equivalent experience and/or education that is acceptable to the Village, including a State of Illinois Plumbing License;
8. Consultant shall make their best effort to provide additional inspectional services during weeks with fewer than five (5) business days;
9. All inspectors are required to perform on average at least two (2) inspections per hour, per inspector, allowing for fluctuations relating to core and peak inspection loads as outlined in the attached Exhibit C.

Commercial, Multi-Family, Single-Family, & MEP Plan Review

The Consultant will provide the following plan review professional services to be billed on a per review basis. The full plan review scope will consist of the following:

1. Respond to general customer inquiries regarding commercial, multi-family, single-family, & MEP plan reviews and related requirements;
2. Review plans for compliance with all building, safety, electrical, plumbing, mechanical and energy codes and code amendments, Illinois Accessibility Code and ADA requirements to plans;
3. With the assistance of planning staff, compare building permit submittals to approved Exhibits from Planning approval ordinances;
4. Re-review plans as needed;
5. Communicate with applicants, designers, architects, and building contractors as needed to assure timely issuance of all permits; and
6. Ability to calculate permit fees.

Plan Review Services Standards: The Consultant shall meet the following minimum standards for all Plan Review services:

7. All employees utilized by the Consultant must possess certification with the International Code Council or other applicable certifying agencies as approved by the Village, or possess equivalent experience and/or education that is acceptable to the Village.
8. General familiarity with the Village of Winnetka zoning ordinance requirements.
9. Familiarity with local amendments to model building codes and local building codes.

Code Enforcement/Property Maintenance (as needed)

The Consultant will provide the following code enforcement inspection professional services to be billed at an hourly rate in accordance with quantities of inspections performed. These services will consist of the following:

1. Respond to general customer inquiries regarding code enforcement and related requirements;
2. Perform inspections to ensure compliance with the Village's property maintenance, zoning, and other miscellaneous codes, and local amendments; and
3. Consultations with the Director and Assistant Director and other staff regarding interpretations to the code.

Code Enforcement/Property Maintenance Standards: The Consultant shall meet the following minimum standards for all code enforcement/property maintenance services:

1. All employees utilized by the Consultant must possess certification with the International Code Council or other applicable certifying agencies as approved by the Village, or possess equivalent experience and/or education that is acceptable to the Village.
2. Familiarity with local amendments to model property maintenance codes as well as local nuisance code regulations.

General Performance Expectations

The Consultant and its employees and subcontractors shall perform the above services based upon the following general performance expectations:

- a. The Consultant shall return voice messages and emails within 24 hours of receipt.
- b. The Consultant shall be responsible for providing transportation, insurance and required transportation costs.
- c. The Consultant's employees and subcontractors shall dress appropriately and display Village approved photo id badges while working on behalf of the Village including protective boots, clothing, eyewear, gloves, and other safety equipment, as required.
- d. The Consultant shall provide tools necessary to complete plan reviews and inspections (e.g. scales, rulers, calculators, code books, cell phones, plan meters, possible vehicles, etc.).
- e. The Consultant shall provide all work and services in accordance with federal, state, county and local requirements.
- f. The Consultant must work well with the public, including communicating effectively with diverse and sometimes demanding people at the counter and on the telephone.
- g. The Consultant shall handle incoming calls providing information, answering routine inquiries and providing general information, refer callers to appropriate department or agency, and take messages when necessary.
- h. The Consultant shall analyze data to determine answers to questions from customers or members of the public.
- i. The Consultants shall be proficient in Microsoft Office suite and permitting software.
- j. Prior to initial new work, the Consultant shall familiarize itself with prior inspection and plan review actions from documentation associated with the site in the file, in New World (the Village's permit software), and other identified sources identified by the Village such as GIS.
- k. All work shall comply with the procedures outlined by Village policy
- l. The Consultant shall coordinate with Village staff when finding any life safety or property maintenance violations in the field.
- m. The Consultant shall provide time each day for it to hold meetings with Village staff, builders, building contractors, homeowners, etc., to coordinate with staff, and other stakeholders, and to carry out its administrative functions.
- n. The Consultant shall not bill for travel time to and from its offices.

The Village agrees to provide the Consultant's employees access to a computer, office supplies, desk phone, and work station when they are on the Village's work site.

Exhibit B – Service Level Agreement

Position	Task	Service Level	Compliance	Monitoring Tool	Review Frequency
Building, Mechanical and Electrical Inspector & Plumbing Inspector	Perform all scheduled inspections on the day they are scheduled	Inspectors complete AM inspections and PM inspections within the defined timeframes on the day they are scheduled	99% of scheduled inspections will be performed within the specified timeframe	Daily confirmation	Monthly
Building, Mechanical and Electrical Inspector & Plumbing Inspector	Accurate data entry of all dates, attachments & field inspection results.	All required fields shall be completed with full and accurate information and plan review tasks shall be completed in accordance with procedural requirements	95% of inspections completed in accordance with procedural requirements	Audit of 20 random inspections	Bi-monthly
Commercial, Multi-Family, Single-Family & MEP Plan Reviewer	Initial Review of major permits including but not limited to new SFR, SFR additions and remodels, new MFR, MFR additions and remodels, new commercial, commercial additions and remodel permits.	Reviews will be completed in 10 business days	85% of plan reviews completed in 10 business days	Audit of 10 random permits	Bi-monthly
Commercial, Multi-Family, Single-Family & MEP Plan Reviewer	Re-review of major permits including but not limited to new SFR, SFR additions and remodels, new MFR, MFR additions and remodels, new commercial, commercial additions and remodel permits.	Reviews will be completed in 5 business days	85% of plan reviews completed in 5 business day	Audit of 6 random permits	Bi-monthly
Commercial, Multi-Family, Single-Family & MEP Plan Reviewer	Initial Review of minor permits including but not limited to mechanical, plumbing, electrical, detached garages, deck, shed, and other accessory structure permits.	Reviews will be completed in 5 business days	85% of plan reviews completed in 5 business day	Audit of 10 random permits	Bi-monthly
Commercial, Multi-Family, Single-Family & MEP Plan Reviewer	Re-review of minor permits including but not limited to mechanical, plumbing, electrical, detached garages, driveway, patio, deck, shed, and other accessory structure permits.	Reviews will be completed in 3 business days	85% of plan reviews completed in 3 business day	Audit of 3 random permits	Bi-monthly
Commercial, Multi-Family, Single-Family & MEP Plan Reviewer	Accurate data entry of all dates, attachments and comment fields shall be completed accurately.	All required fields shall be completed with full and accurate information and plan review tasks shall be completed in accordance with procedural requirements	95% of plan reviews completed in accordance with procedural requirements	Audit of 10 random permits	Bi-monthly

Exhibit C – Monthly Staff Report Sample

Inspection Services by Staff Member Monthly Report

	Inspector Smith	Inspector Jones	Other	Total
# of Administrative Services Activities				
Administrative Services Hours				
# of Inspections Conducted				
Inspection Hours				
# of Code Enforcement Activities				
Code Enforcement Hours				
# of On-Site Meetings				
On-Site Meeting Hours				
Total # of Activities				
Total Hours				
Total # of Days Staff Present				

Plan Reviews by Staff Member Monthly Report

	Reviewer Smith	Reviewer Jones	Other	Total
# of Administrative Services Activities				
Administrative Services Hours				
# of Plan Reviews Conducted				
Inspection Hours				
# of On-Site Meetings				
On-Site Meeting Hours				
Total # of Activities				
Total Hours				
Total # of Days Staff Present				

Exhibit D1 – Plan Review Billing Sample

Company Name

Street Address
City, ST ZIP Code
Phone:
Fax

INVOICE

Invoice #

Invoice Date:

Date	Property Address	Type of Plan Review	Plan Reviewer	Hours	Billable Rate	Billable Amount
5/1/18	510 Oak	Kitchen Remodel	Smith	0.5	\$72.50	\$36.25
5/2/18	119 Sheridan	SFR Remodel	Jones	1.0	\$72.50	\$72.50
5/3/18	1081 Gage	Commercial Remodel	Smith	1.0	\$72.50	\$72.50

Exhibit D2 – Inspection Services Billing Sample

Company Name

INVOICE

Street Address
City, ST ZIP Code
Phone:
Fax

Invoice #

Invoice Date:

Date	Property Address	Type of Inspection	Inspector	Hours	Billable Rate	Billable Amount
5/1/18	510 Oak	Rough plumbing	Smith	0.5	\$72.50	\$36.25
5/2/18	119 Sheridan	Final building	Jones	1.0	\$72.50	\$72.50
5/3/18	1081 Gage	Final plumbing	Smith	0.5	\$72.50	\$36.25
5/3/18	1081 Gage	Final mechanical	Smith	0.5	\$72.50	\$36.25

EXHIBIT E – FEE SCHEDULE

Type of Service	SAFEbuilt Hourly Rate (One-sixth (1/6) hour minimum unless noted)
Building Inspection Services	\$73.00
Electrical Inspection Services	\$73.00
Plumbing Inspection Services	\$73.00
Building Plan Review Services	\$74.00
Electric Plan Review Services	\$74.00
Plumbing Plan Review Services	\$74.00
Emergency Inspection Services (2-hour minimum)	\$100.00
Structural Engineering Plan Review Services	\$110.00
Code Enforcement (on an as needed basis)	\$55.00

ATTACHMENT 3

RESOLUTION NO. R-71-2020

A RESOLUTION APPROVING AN AMENDMENT TO THE AGREEMENT WITH SAFEUILT ILLINOIS, INC. FOR INSPECTIONAL & PLAN 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, Article VII, Section 10 of the 1970 Illinois Constitution and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*, authorize and encourage intergovernmental cooperation; and

WHEREAS, on December 31, 2018, the Village entered into a Professional Services Agreement ("**Agreement**") with SAFEuilt, LLC ("**Consultant**") for Consultant to provide the Village inspection and plan review services ("**Services**"); and

WHEREAS, the Village reserved itself the right in the Agreement to extend the term of the Agreement for three additional one-year periods ("**Extension Terms**"); and

WHEREAS, the Village now desires to amend the agreement to exercise its option to extend the term of the Agreement for an additional year and reduce the maximum charge to the Village during the renewal term ("**Amendment**"); and

WHEREAS, the Council of the Village of Winnetka ("**Village Council**") has determined that entering into the Amendment is in the best interest of the Village;

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 AMENDMENT. The Village Council hereby approves, pursuant to the Village's home rule power, the Amendment 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: AUTHORIZATION TO EXECUTE THE AMENDMENT. The Village Council hereby authorizes and directs, pursuant to the Village's home rule power, the Village President and the Village Clerk to execute and seal, on behalf of the Village, the Amendment.

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

[SIGNATURE PAGE FOLLOWS]

ADOPTED this 17th day of November, 2020, pursuant to the following roll call vote:

AYES: Trustees Apatoff, Coladarci, Cripe, Dearborn, Lanphier and Swierk

NAYS: None

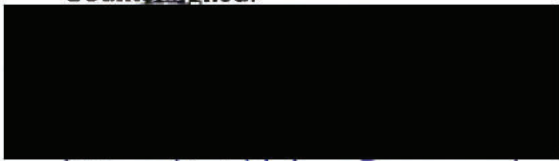
ABSENT: President Rintz

Signed:



Village President

Countersigned:



Village Clerk

EXHIBIT A
AMENDMENT

November 17, 2020

R-71-2020

**FIRST AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT**

THIS FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT ("*Amendment*"), dated as of this 17th day of November, 2020 ("*Effective Date*"), is by and between the **VILLAGE OF WINNETKA**, an Illinois home rule municipal corporation ("*Village*"), and **SAFEBUILT ILLINOIS, LLC**, an Illinois limited liability company ("*Consultant*").

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

SECTION 1. RECITALS.

A. The Village and Consultant entered into that certain December 31, 2018 Professional Services Agreement ("*Agreement*") for Consultant to provide the Village inspection and plan review services ("*Services*"), which Services are more fully described in the Agreement.

B. The Initial Term of the Agreement ends on December 31, 2020.

C. Pursuant to Section 2. D of the Agreement, the Village and Consultant may renew and extend the Agreement for up to three additional one-year terms upon the mutual agreement of the Parties.

D. Consultant has provided the Village satisfactory Services during the Initial Term.

E. Consultant and the Village desire to renew the Agreement for an additional year and amend the agreement amount.

SECTION 2. DEFINITIONS; RULES OF CONSTRUCTION.

1. Definitions. All capitalized words and phrases used throughout this Amendment have the meanings set forth in the various provisions of this Amendment. If a word or phrase is not specifically defined in this Amendment, it has the same meaning as in the Agreement.

2. Rules of Construction. Except as specifically provided in this Amendment, all terms, provisions and requirements contained in the Agreement remain unchanged and in full force and effect. In the event of a conflict between the text of the Agreement and the text of this Amendment, the text of this Amendment controls.

SECTION 3. EXTENSION OF TERM.

Pursuant to Section 2.D of the Agreement, the Village and Consultant hereby agree that the term of the Agreement is hereby extended for a renewal term to begin on January 1, 2021 and

end on December 31, 2021 ("**Renewal Term**"), during which Renewal Term Consultant shall diligently and continuously prosecute the Services.

SECTION 4. AGREEMENT AMOUNT.

Consultant shall charge the Village for the Services consistent with the terms of the Agreement, provided, however, that the maximum fee charged by Consultant during the Renewal Term shall not exceed a total of \$250,000 for all Services.

SECTION 5. COUNTERPARTS.

To facilitate execution of this Amendment, this Amendment may be executed in multiple counterparts, each of which, when assembled to include an original signature for each party contemplated to sign this Amendment, will constitute a complete and fully executed original. All such fully executed original counterparts will collectively constitute a single agreement. Each counterpart may be delivered by pdf transmission.

IN WITNESS WHEREOF, the parties have hereunder set their hands and seals as of the Execution Date first above written.

VILLAGE OF WINNETKA

By:

Its:

President

SAFE BUILT ILLINOIS, LLC

By:

Its: Thomas P. Wilkas, Chief Financial Officer



Agenda Item Executive Summary

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

Presenter: David Schoon, Community Development Director

Agenda Date: 11/02/21

Consent: ☐ YES ☒ NO

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

Item History:

None.

Executive Summary:

On November 2, the Village Council is scheduled to consider Ordinance No. M-18-2021 in response to an application submitted by the Winnetka Platform Tennis Club (the "Applicant") and the Winnetka Park District, as the owner of the property at 490 Hibbard Road (the "Subject Property"). The Applicant requests approval of an amendment to Ordinance No. M-12-2007, which ordinance granted an amendment to an existing Special Use Permit to allow construction of two additional platform tennis courts in the R-2 Single-Family Zoning District. The Applicant is requesting an amendment to the approved special use to allow two additional platform tennis courts and expansion of the existing paddle hut on the Subject Property. According to the Applicant, the general hours and use of the platform tennis facilities will not change as a result of the proposed improvements. Since the project is dependent on fundraising, the Applicant is proposing construction of the proposed improvements in two phases. The first phase would include construction of the two additional platform courts and some portions of the expanded decking (Phase 1); phase two would include completion of the decking around the paddle hut as well as the additions to the paddle hut (Phase 2). The Applicant would like to start construction of Phase 1 in the spring of 2022 and hopes that Phase 2 will occur within the next 2-5 years.

BACKGROUND

Previous to the adoption of Ordinance No. M-12-2007 referenced above, in April 2004, the Village Council adopted Ordinance No. M-15-2004 granting an amendment to an existing Special Use Permit to allow construction of what is now the existing paddle tennis hut. Copies of these ordinances are included in Attachment 2.

ADVISORY BOARD/COMMISSION REVIEW

The application was considered by the Zoning Board of Appeals (ZBA) on September 13, 2021. After hearing from the Applicant and the Park District, the ZBA briefly discussed the request. The Board found that the proposed expansion of the platform tennis facilities meets the standards for granting a special use permit and recommended, by a vote of 4-0, with one recusal, approval of the request. Minutes of the ZBA meeting are included as Attachment 3. Staff would note no written or verbal public comment was received on this application at the ZBA meeting or any other of the other advisory body meetings.

Executive Summary (continued):

The Plan Commission (PC) considered the Special Use Permit on September 22, 2021. After hearing from the Applicant and the Park District, the PC briefly discussed the request. The Commission found that the proposed improvements to the Park District property are consistent with the Village's Comprehensive Plan and meets the standards for granting a special use permit and recommended, by a vote of 5-0, approval of the request. Draft minutes of the PC meeting are included as Attachment 4.

The Design Review Board (DRB) considered a Certificate of Appropriateness for the proposed improvements at a special meeting on September 29, 2021. After hearing from the Applicant and the Park District, the DRB briefly discussed the request. The DRB found that the design of the proposed improvements to be appropriate and recommended, by a vote of 5-0, approval of the request. Minutes of the special DRB meeting are included as Attachment 5.

Details of the request can be found in the attached staff report to the PC from the September 22 PC meeting. A similar report was provided to the ZBA. If you would like additional details please reference this report, which is included as Attachment 2.

The Zoning Ordinance requires that construction or occupancy for which a special use permit (SUP) was granted must be actively pursued within one year and completed and occupied within 18 months following the date of Council approval. However, the Council may extend the period of time by which the improvements must be made. The Applicant has stated that they will use the proposed SUP or apply for another SUP depending on the timing of the proposed hut construction. Relative to the overall size of the Subject Property, the size and location of the proposed paddle hut additions appear to have a minimal impact on adjacent and nearby properties. Should the Council find it appropriate to approve the request, it may also find it appropriate to extend the amount of time by which the paddle hut additions and deck expansion need to be constructed. Ordinance M-18-2021 has been drafted to allow construction of Phase 2 to commence no later than five years after the effective date of the Ordinance.

Recommendation:

Given all three advisory bodies unanimously recommended approval of the requested amendment to the special use and the certificate of appropriateness, the Council may wish to (a) consider waiving introduction of Ordinance No. M-18-2021 and consider adoption of the Ordinance, OR (b) consider only introduction of Ordinance No. M-18-2021.

Attachments:

1. Ordinance No. M-18-2021, An Ordinance Granting an Amendment to a Special Use Permit for the Construction of Additional Platform Tennis Courts and Additions to a Paddle Hut Within the R-2 Single Family Residential Zoning District (490 Hibbard Road).
2. September 16, 2021 PC Staff Report and Attachments.
3. Excerpt of September 13, 2021 ZBA meeting minutes.
4. Excerpt of September 22, 2021 PC draft meeting minutes.
5. Excerpt of September 29, 2021 DRB special meeting minutes.

ORDINANCE NO. M-18-2021

AN ORDINANCE GRANTING AN AMENDMENT TO A
SPECIAL USE PERMIT FOR THE CONSTRUCTION OF ADDITIONAL PLATFORM
TENNIS COURTS AND ADDITIONS TO A PADDLE HUT
WITHIN THE R-2 SINGLE FAMILY RESIDENTIAL ZONING DISTRICT
(490 Hibbard Road)

WHEREAS, the Winnetka Park District ("**Owner**") is the record title owner of the property commonly known as 490 Hibbard Road, 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-2 Single-Family Residential District of the Village ("**R-2 District**"); and

WHEREAS, the Subject Property consists of approximately 162.91 acres improved, in part, with six platform tennis courts and a paddle hut ("**Hut**") operated by the Winnetka Platform Tennis Club Inc. ("**Applicant**"), which improvements were built pursuant to special use permits granted by Ordinance M-15-2004, An Ordinance Granting a Special Use Permit for the Construction of an Administration Building for the Winnetka Park District and Ordinance M-12-2007, An Ordinance Granting a Special Use Permit to Allow the Winnetka Park District to Construct Two Additional Platform Tennis Courts. ("**Special Use**"); and

WHEREAS, the Applicant desires to improve the Subject Property by: (i) constructing two additional platform tennis courts to be located immediately west of the Hut, (ii) constructing two additions to the Hut on the south side and the northwest corner of the Hut, and (iii) expanding the decking surrounding the Hut (collectively, the "**Proposed Improvements**"); and

WHEREAS, pursuant to Section 17.56.020 of the Winnetka Zoning Ordinance ("**Zoning Ordinance**"), the operation of a non-essential public use is not permitted within the R-2 District without a special use permit; 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 a special use permit; and

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

WHEREAS, the Applicant, with the consent of the Owner, filed an application for an amendment to the Special Use pursuant to Section 17.24.020 and Chapter 17.56 of the Zoning Ordinance to allow for the construction of the Proposed Improvements on the Subject Property ("**Special Use Amendment**"); and

WHEREAS, on September 13, 2021, after due notice thereof, the Zoning Board of Appeals ("**ZBA**") conducted a public hearing on the proposed Special Use Amendment and, by a vote of four in favor and none against, recommended that the Village Council approve the Special Use Amendment; and

WHEREAS, on September 22, 2021, after due notice thereof, the Plan Commission conducted a public hearing on the proposed Special Use Amendment and, by a vote of five in favor and none against, recommended that the Village Council approve the Special Use Amendment; and

WHEREAS, on September 29, 2021, after due notice thereof, the Design Review Board met to consider a Certificate of Appropriateness for the Proposed Improvements, and by a vote of five in favor and none opposed, recommended that the Village Council issue a Certificate of Appropriateness for the Proposed Improvements; and

WHEREAS, the Village Council has determined that approval of the proposed Special Use Amendment satisfies the standards for the approval of special use permits within the R-2 District set forth in Chapter 17.56 of the Zoning Ordinance; and

WHEREAS, the Village Council has determined that approval of the Special Use Amendment and Certificate of Appropriateness for the construction and operation of the Proposed Improvements on the Subject Property within the R-2 District is in the best interest of the Village and its residents;

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

SECTION 1: RECITALS. The foregoing recitals are hereby incorporated into this Section 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 AMENDMENT. Subject to, and contingent upon, the terms and conditions set forth in Section 4 of this Ordinance, the Special Use Amendment is hereby granted, pursuant to Chapter 17.56 and Section 17.24.020 of the Zoning Ordinance and the home rule powers of the Village, to allow the construction and operation of the Proposed Improvements within the R-2 District.

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

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

- A. **Commencement of Construction.** The Applicant must commence the construction of the Proposed Improvements as follows:
 - 1. Construction of the additional platform tennis courts must commence no later than 12 months after the effective date of this Ordinance; and
 - 2. Construction of the additions to the Hut and the expansion of the decking surrounding the Hut must commence no later than five years 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 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. That certain Proposed Paddle Tennis Courts Site Plan, prepared by Richard M. Schram, consisting of five sheets, and with a latest revision date of August 3, 2021, attached to and, by reference made a part of this Ordinance as **Exhibit B**;
 2. That certain Winnetka Platform Tennis Club Expansion Site Plan, prepared by DDCA Architects, consisting of one sheet, and with a latest revision date of August 5, 2021, attached to and, by reference made a part of this Ordinance as **Exhibit C**;
 3. That certain Winnetka Platform Tennis Club Expansion Floor Plan, prepared by DDCA Architects, consisting of one sheet, and with a latest revision date of August 5, 2021, attached to and, by reference made a part of this Ordinance as **Exhibit D**;
 4. That certain Winnetka Platform Tennis Club Expansion Aerial View Plan, prepared by DDCA Architects, consisting of two sheets, and with a latest revision date of August 5, 2021, attached to and, by reference made a part of this Ordinance as **Exhibit E**; and
 5. That certain Winnetka Platform Tennis Expansion Elevation Plan, consisting of two sheets, and with a latest revision date of August 5, 2021, attached to and, by reference made a part of this Ordinance as **Exhibit F**.
- D. Continued Effect of Special Use Permit. The Special Use, as amended by the Special Use Amendment, remains in full force and effect; provided, however, that in the event of any conflict between the Special Use and the Special Use Amendment, the provisions of the Special Use 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 5: 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 6: FAILURE TO COMPLY. Upon the failure or refusal of the Applicant to comply with any or all of the conditions, restrictions, or provisions of this Ordinance, in addition to all other remedies available to the Village, the approvals granted in Sections 2 and 3 of this Ordinance will, at the sole discretion of the Village Council, by ordinance duly adopted, be revoked and become null and void; provided, however, that the Village Council may not so revoke the approvals granted in Sections 2 and 3 of this Ordinance unless it first provides the Applicant with two months advance written notice of the reasons for revocation and an opportunity to be heard at a regular meeting of the Village Council. In the event of revocation, the development and use of the Subject Property will be governed solely by the regulations of the applicable zoning district and the applicable provisions of the Zoning Ordinance, as the same may 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 7: FUTURE AMENDMENT OF SPECIAL USE PERMIT. Any future amendments to the Special Use, as amended by the Special Use Amendment, 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 8: EFFECTIVE DATE.

- A. This Ordinance will be effective only upon the occurrence of all of the following events:
1. Passage by the Village Council in the manner required by law;
 2. Publication in pamphlet form in the manner required by law; and
 3. The filing by the Applicant and Owner with the Village Clerk of an Unconditional Agreement and Consent in the form of **Exhibit 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 and Owner do not file with the Village Clerk a fully executed copy of the unconditional agreement and consent described in Section 8.A.3 of this Ordinance within 60 days after the date of passage of this Ordinance by the Village Council, the Village Council shall have the right, in its sole discretion, to declare this Ordinance null and void and of no force or effect.

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

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this ____ day of _____, 2021.

Signed:

Village President

Countersigned:

Village Clerk

Published by authority of the
President and Board of Trustees
of the Village of Winnetka,
Illinois, this ____ day of _____,
2021.

Introduced: _____, 2021

Passed and Approved: _____, 2021

EXHIBIT A
LEGAL DESCRIPTION OF SUBJECT PROPERTY

The South Half of the Northeast Quarter of the Northeast Quarter of Section 19, Township 42 North, Range 13, East of the Third Principal Meridian in the Village of Winnetka, Cook County, Illinois

Commonly known as 490 Hibbard Road, Winnetka, Illinois.

PINS: 05-18-401-016-0000, 05-18-401-017-0000, 05-18-400-013-0000, 05-18-401-028-0000, 05-18-401-019-0000, 05-18-402-078-0000, 05-19-200-001-0000, 05-19-200-002-0000, 05-19-200-003-0000, 05-19-201-001-0000, 05-19-203-016-0000, 05-19-203-017-0000, 05-19-203-025-0000, and 05-19-203-026-0000.

EXHIBIT B
SITE PLAN
(SEE ATTACHED EXHIBIT B)



REVISIONS

BY

NOTES

TITLE

SKOKIE PLAYFIELD
PROPOSED PADDLE TENNIS COURTS SITE PLAN
PROPOSED PHASE 1 & 2



DRAWN BY:

RICHARD M. SCHRAM

DATE:

AUGUST 3, 2021

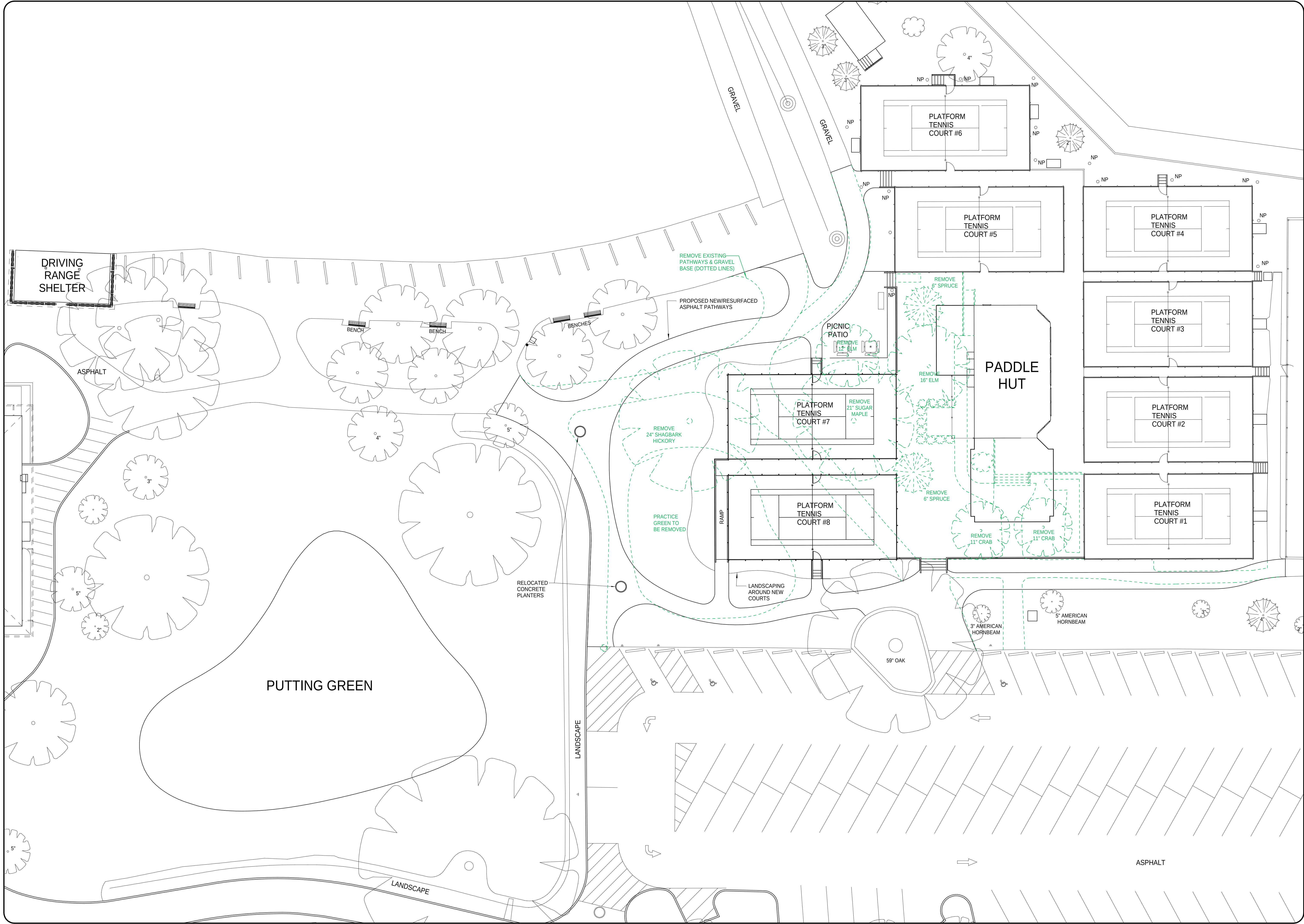
SCALE:

1" = 15'-0"

SHEET:

SP-1

Agenda Packet 114



REVISIONS

BY

NOTES

TITLE

SKOKIE PLAYFIELD
PROPOSED PADDLE TENNIS COURTS SITE PLAN
PROPOSED PHASE 1 & 2
DEMOLITION

1904

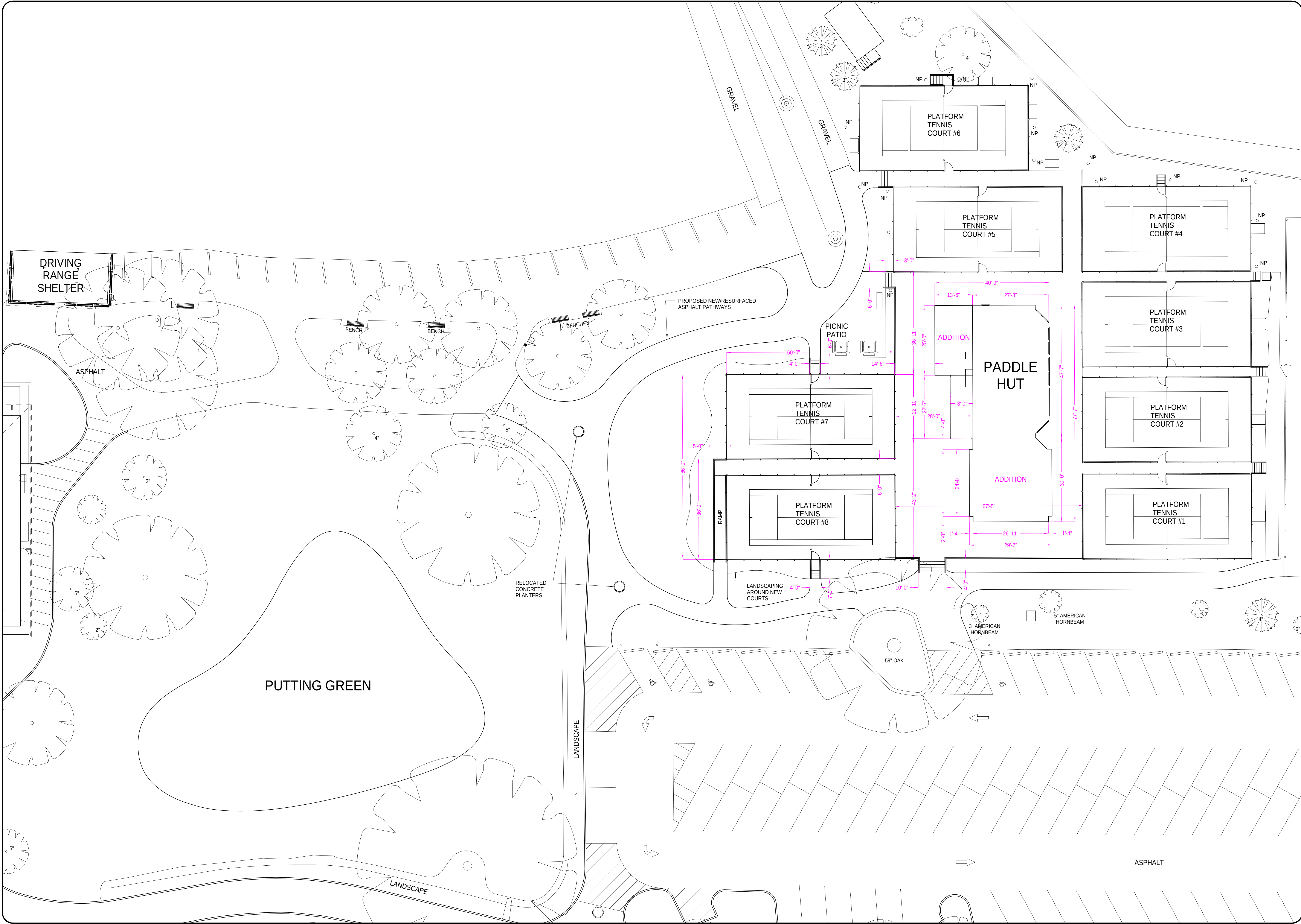
DRAWN BY:
RICHARD M. SCHRAM

DATE:
AUGUST 3, 2021

SCALE:
1" = 15'-0"

SHEET:

SP-1



REVISIONS

BY

NOTES

TITLE

SKOKIE PLAYFIELD
PROPOSED PADDLE TENNIS COURTS SITE PLAN
PROPOSED PHASE 1 & 2
DIMENSIONS

1904

DRAWN BY:
RICHARD M. SCHRAM

DATE:
AUGUST 3, 2021

SCALE:
1" = 15'-0"

SHEET:

SP-1

REMOVALS

Gravel Removal - 533 sq. ft.
Asphalt Removal - 3,063 sq. ft.
Concrete/Ramp Removal - 479 sq. ft.
Asphalt Removal - 1,699 sq. ft.

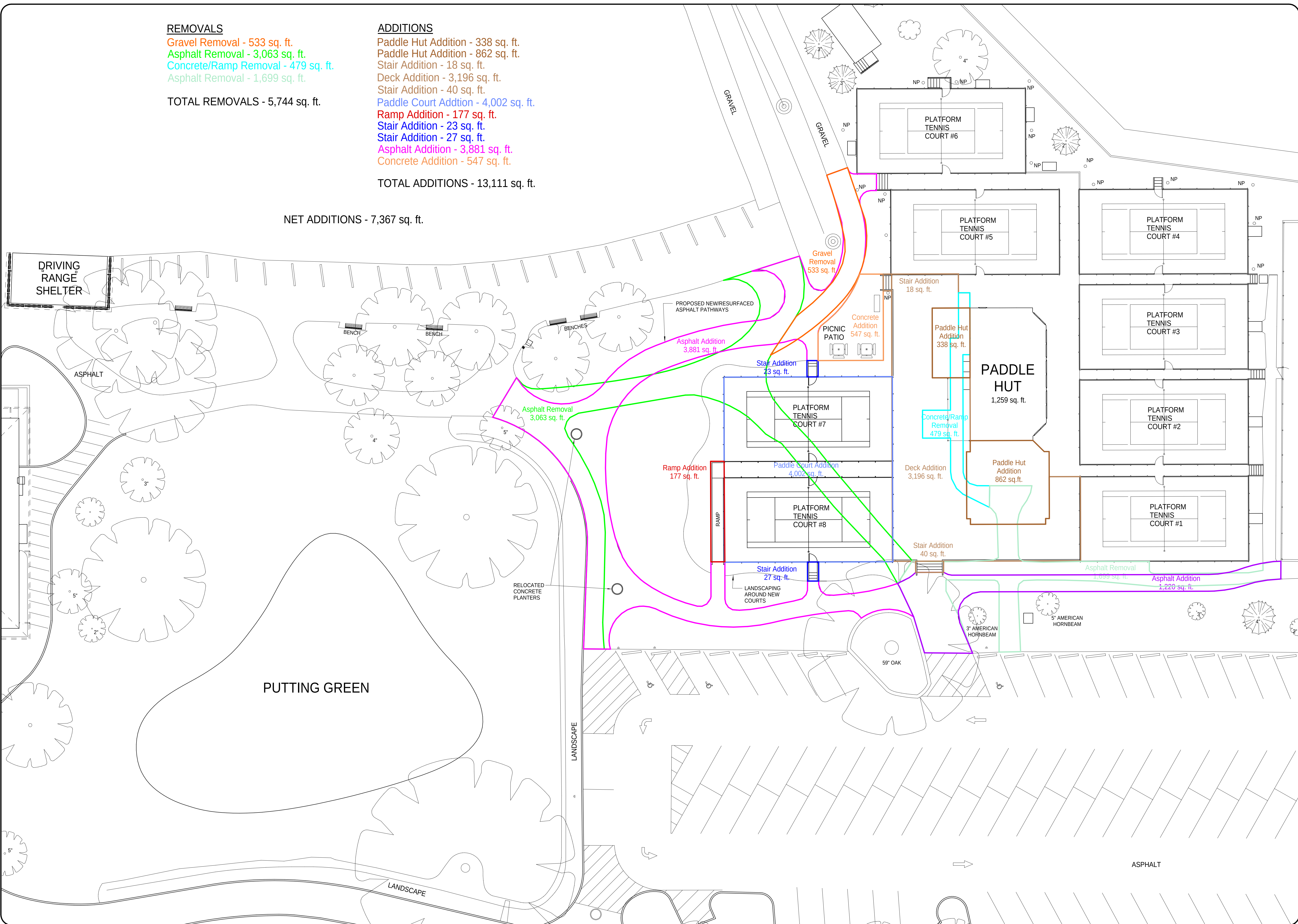
TOTAL REMOVALS - 5,744 sq. ft.

ADDITIONS

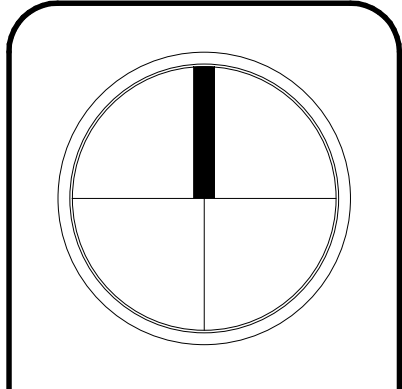
Paddle Hut Addition - 338 sq. ft.
Paddle Hut Addition - 862 sq. ft.
Stair Addition - 18 sq. ft.
Deck Addition - 3,196 sq. ft.
Stair Addition - 40 sq. ft.
Paddle Court Addition - 4,002 sq. ft.
Ramp Addition - 177 sq. ft.
Stair Addition - 23 sq. ft.
Stair Addition - 27 sq. ft.
Asphalt Addition - 3,881 sq. ft.
Concrete Addition - 547 sq. ft.

TOTAL ADDITIONS - 13,111 sq. ft.

NET ADDITIONS - 7,367 sq. ft.



REVISIONS	BY



NOTES

SKOKIE PLAYFIELD
PROPOSED PADDLE TENNIS COURTS SITE PLAN
PROPOSED PHASE 1 & 2
SQUARE FOOTAGES



DRAWN BY:
RICHARD M. SCHRAM
DATE:
AUGUST 3, 2021
SCALE:
1" = 15'-0"
SHEET:
SP-1

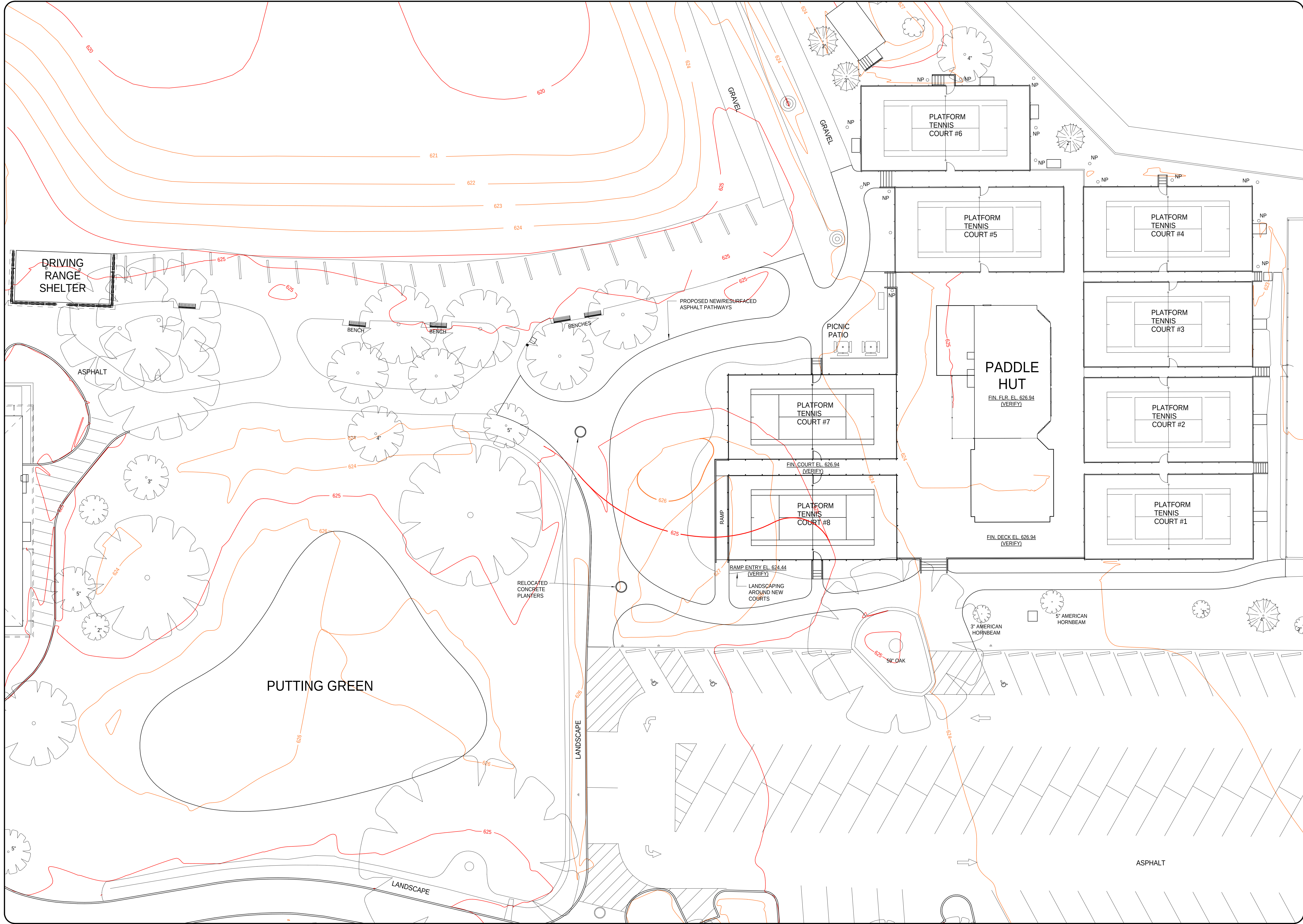
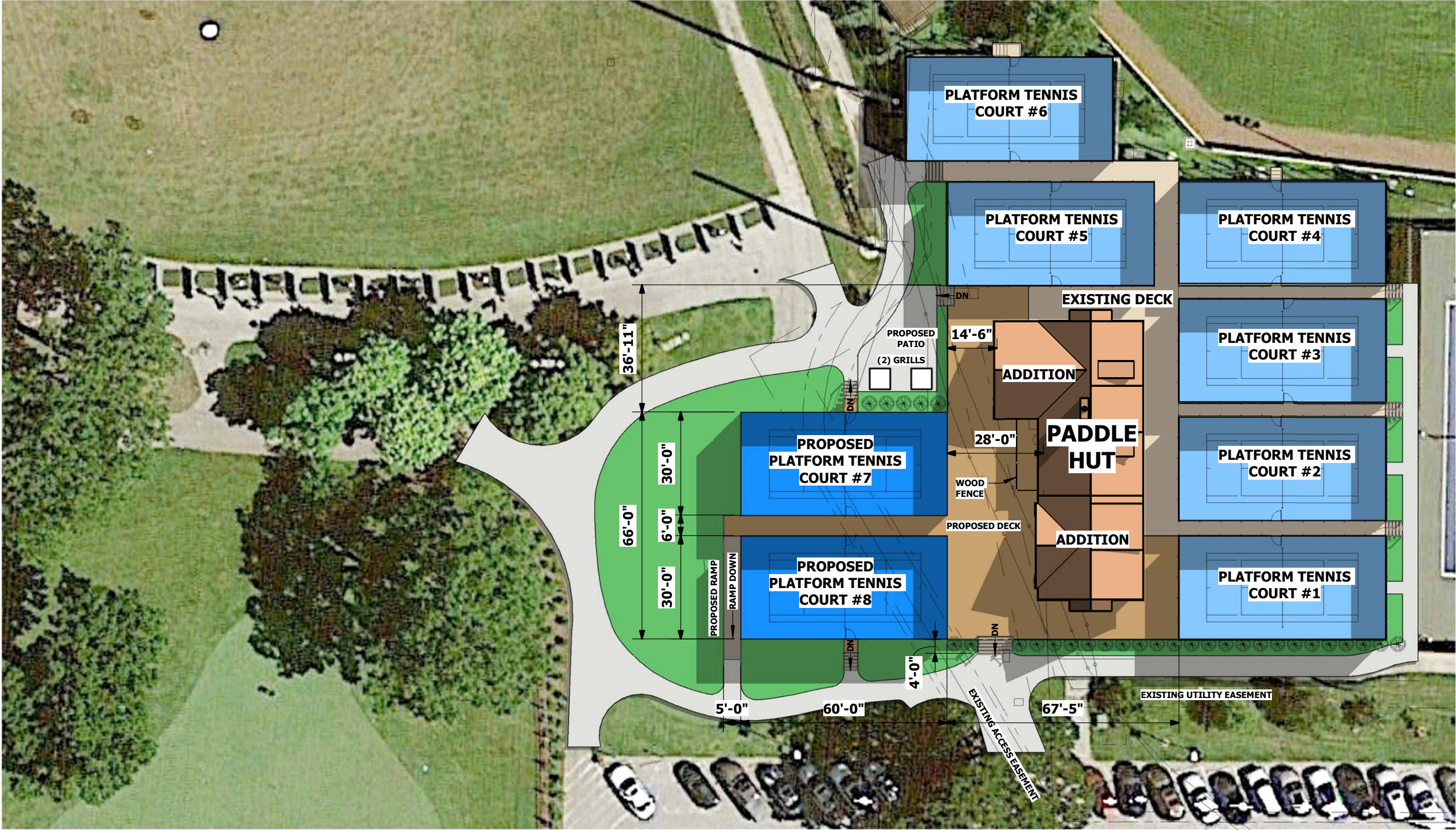


EXHIBIT C
EXPANSION SITE PLAN
(SEE ATTACHED EXHIBIT C)



SITE PLAN.



WINNETKA PLATFORM TENNIS CLUB
EXPANSION

120173
2021.08.05



EXHIBIT D
EXPANSION FLOOR PLAN
(SEE ATTACHED EXHIBIT D)

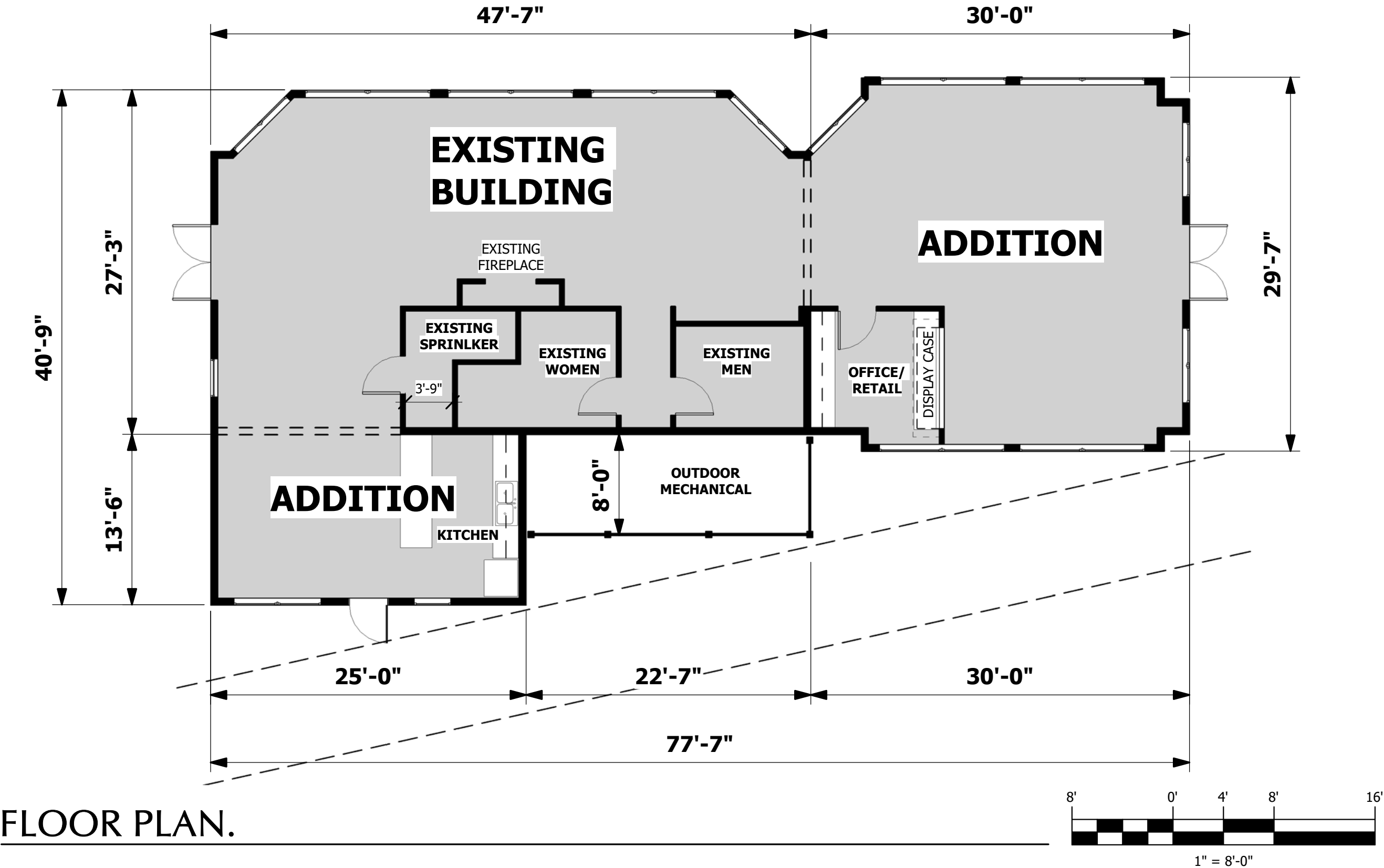


EXHIBIT E
EXPANSION AERIAL VIEW PLAN
(SEE ATTACHED EXHIBIT E)

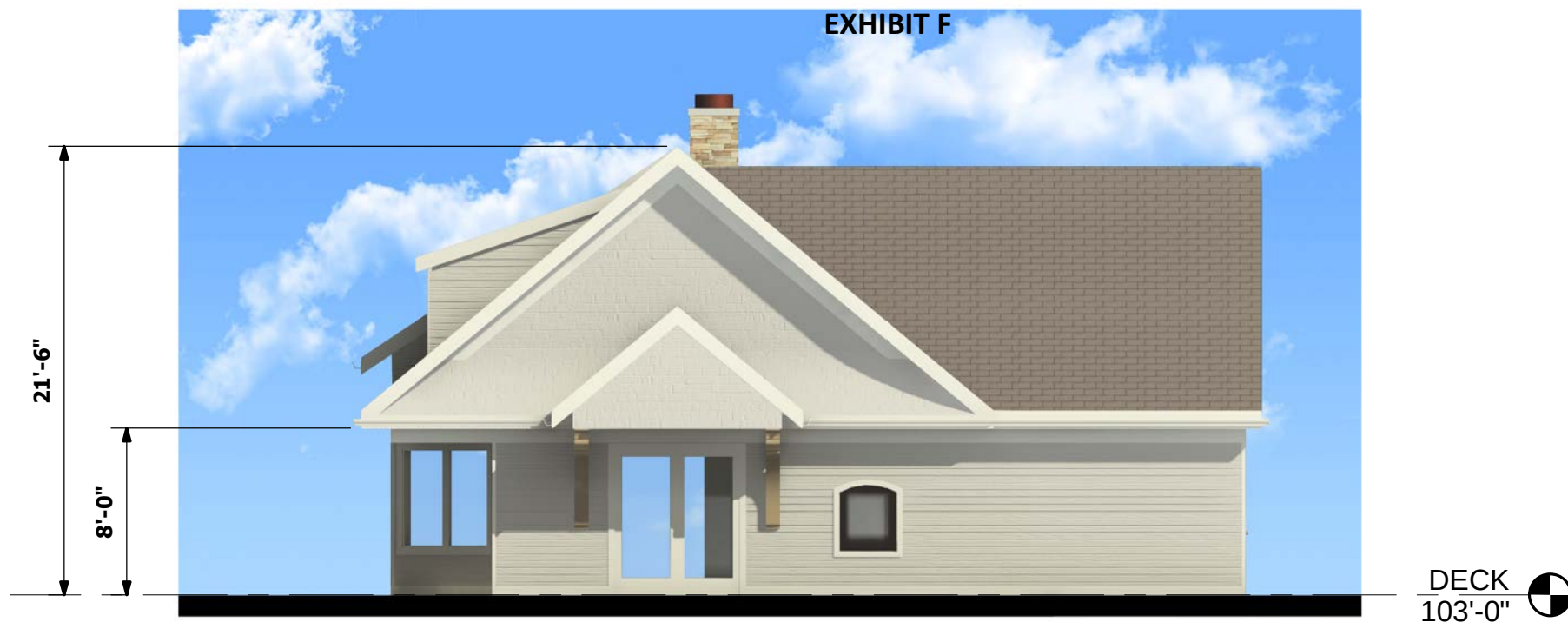


AERIAL VIEW 1



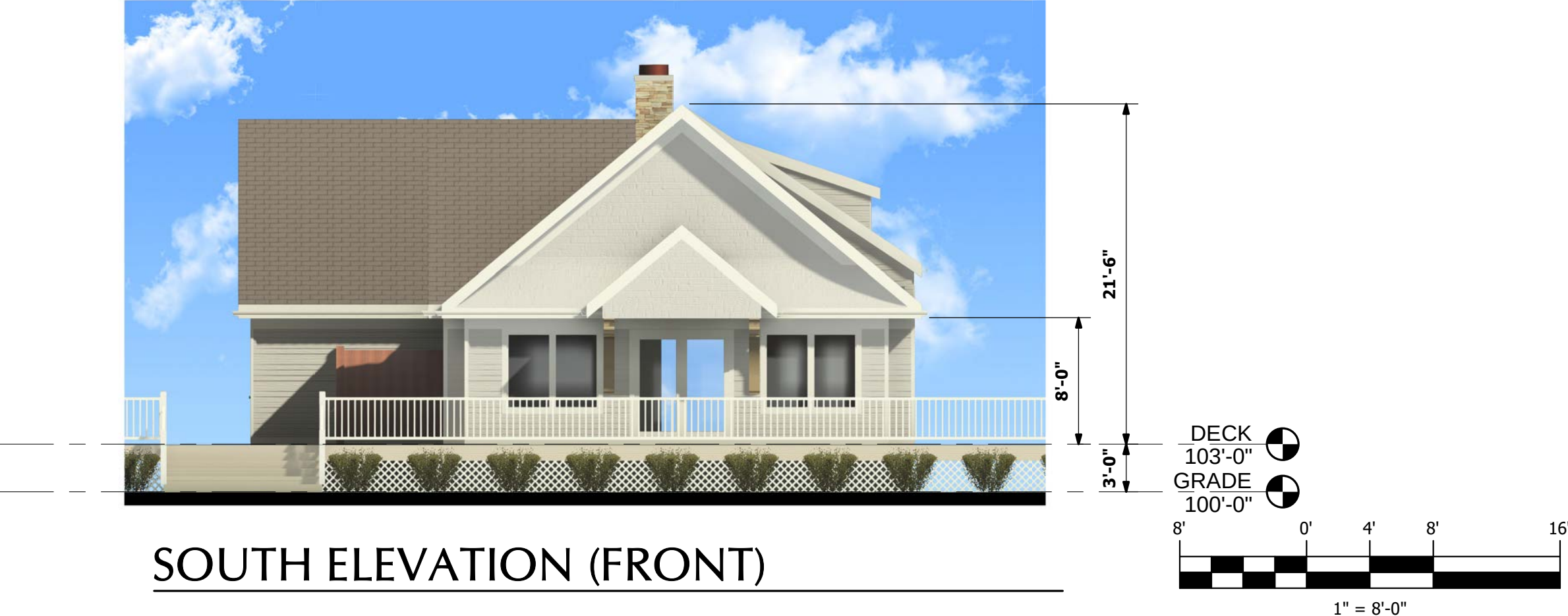
AERIAL VIEW 2

EXHIBIT F
EXPANSION ELEVATION PLAN
(SEE ATTACHED EXHIBIT F)



NORTH ELEVATION (REAR)

NOTE:
ALL EXTERIOR MATERIALS
AND COLORS SHALL MATCH
THE EXISTING BUILDING
INCLUDING SIDING, ROOF
COVERING, WINDOW/DOOR
TRIM, BUILDING TRIM,
FASCIA, FRIEZE, SOFFITS,
GUTTERS AND DOWNSPOUTS.



SOUTH ELEVATION (FRONT)



EAST ELEVATION



WEST ELEVATION

EXHIBIT G
UNCONDITIONAL AGREEMENT AND CONSENT

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

WHEREAS, Winnetka Park District ("***Owner***") is the record title owner of the property commonly known as 490 Hibbard Road in the Village ("***Subject Property***"); and

WHEREAS, Owner and Winnetka Platform Tennis Club Inc. ("***Applicant***") operate six platform tennis courts and a paddle hut on the Subject Property pursuant to a special use permit ("***Special Use Permit***"); and

WHEREAS, Applicant desires to improve the Subject Property by: (i) constructing two additional platform tennis courts to be located immediately west of the paddle hut, (ii) constructing two additions to the paddle hut along the south side and northwest corner of the paddle hut, and (iii) expanding the decking surrounding the paddle hut (collectively, the "***Proposed Improvements***"); and

WHEREAS, Ordinance No. M-18-2021, adopted by the Village Council on [REDACTED], 2021 ("***Ordinance***"), grants an amendment to the Special Use Permit ("***Special Use Amendment***") and a Certificate of Appropriateness (collectively, "***Requested Relief***") to Applicant to permit the construction of the Proposed Improvements on the Subject Property; and

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

NOW, THEREFORE, Applicant and Owner do hereby agree and covenant as follows:

1. Applicant and Owner do hereby unconditionally agree to accept, consent to, and abide by each and all of the terms, conditions, limitations, restrictions, and provisions of the Ordinance.
2. Applicant and Owner acknowledge that public notices and hearings have been properly given and held with respect to the adoption of the Ordinance, have considered the possibility of the revocation provided for in the Ordinance, and agree not to challenge any such revocation on the grounds of any procedural infirmity or a denial of any procedural right.
3. Applicant and Owner acknowledge and agree that the Village is not and will not be, in any way, liable for any damages or injuries that may be sustained as a result of the Village's grant of 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 or Owner against damage or injury of any kind and at any time.
4. Applicant and Owner do hereby agree to hold harmless and indemnify the Village, the Village's corporate authorities, and all Village elected and appointed officials, officers, employees,

agents, representatives, and attorneys, from any and all claims that may, at any time, be asserted against any of such parties in connection with the Village's adoption of the Ordinance granting the Requested Relief for the Subject Property.

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

Dated: _____, 2021

ATTEST:

WINNETKA PLATFORM TENNIS CLUB INC.

By: _____
Its: _____

By: _____
Its: _____

ATTEST:

WINNETKA PARK DISTRICT

By: _____
Its: _____

By: _____
Its: _____



MEMORANDUM VILLAGE OF WINNETKA

COMMUNITY DEVELOPMENT DEPARTMENT

TO: PLAN COMMISSION
FROM: ANN KLAASSEN, SENIOR PLANNER
DATE: SEPTEMBER 16, 2021
SUBJECT: 490 HIBBARD ROAD - WINNETKA PARK DISTRICT / WINNETKA
PLATFORM TENNIS CLUB - SPECIAL USE PERMIT (CASE NO. 21-30-SU)

INTRODUCTION

On September 22, 2021, the Plan Commission is scheduled to hold a public hearing on an application submitted by the Winnetka Platform Tennis Club (the "Applicant") and the Winnetka Park District, as the owner of the property located at 490 Hibbard Road (the "Subject Property"). The Applicant is proposing construction of two additional platform tennis courts and additions to the existing paddle hut on the Subject Property and requests approval of the following relief:

1. Approval of an amendment to an existing **Special Use Permit** allowing platform tennis courts located in the R-2 Single-Family Residential Zoning District.

As will be discussed later in this report, the Zoning Board of Appeals (ZBA) considered the special use permit request on September 13, 2021 and voted unanimously to recommend approval of the proposed improvements. The Applicant has also submitted an application seeking approval of a Certificate of Appropriateness, which is scheduled to be considered by the Design Review Board (DRB) on September 29, 2021.

A sign has been posted on the Subject Property indicating the time and date of the Plan Commission 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 2, 2021. As of the date of this memo, staff has not received any written comment from the public regarding this application.

The Village Council has final jurisdiction on this request as only the Council has the authority to grant or amend a Special Use Permit.

PROPERTY DESCRIPTION

The Subject Property, which is 162.91 acres in size, is located on the west side of Hibbard Road, between Cherry and Pine Streets and contains the Winnetka Park District Campus (see Figure 1). The location of the six (6) existing platform tennis courts and paddle tennis hut are located immediately west of the tennis courts (see Figure 2).

The Comprehensive Plan designates the Subject Property as appropriate for "Park/Open Space" uses (Attachment A). The property is zoned R-2 Single Family Residential, and it is bordered by R-2 Single

Family Residential to the north and south, and R-4 Single Family Residential as well as R-5 Single Family Residential to the east (see Figure 3).

In addition to single-family residential uses, the Zoning Ordinance allows nonessential public uses, as determined by the Village Council, to be permitted as special uses in all districts within the Village, subject to complying with the special use standards.

The Applicant's use of the Subject Property for recreational activities and park space is generally consistent with the Comprehensive Plan land use designation and the R-2 zoning district.



Figure 1 – Aerial Map



Figure 2 – Up-Close Aerial Map



Figure 3 – Zoning Map

PROPERTY HISTORY AND PREVIOUS APPROVALS

The Winnetka Park District has been operating on the Subject Property for many years. The facilities and activities offered over the years have expanded several times and site improvements have been made. There are nine (9) previous zoning cases on file for the Subject Property, two of which are related to the existing platform tennis courts and paddle hut:

1. Ordinance M-15-2004 was adopted in April 2004 by the Village Council, granting an amendment to an existing Special Use Permit to allow construction of what is now the existing paddle tennis hut; and
2. Ordinance M-12-2007 was adopted in August 2007 by the Village Council, granting an amendment to an existing Special Use Permit to allow construction of two additional platform tennis courts. Ordinances M-15-2004 and M-12-2007 are included in this report as Attachment D.

Figures 4 through 6 on the following pages are current photos of the site where the improvements are proposed.



Figure 4 – South Elevation of Existing Platform Tennis Courts and Paddle Hut



Figure 5 – West Elevation of Existing Platform Tennis Courts and Paddle Hut



Figure 6 – Existing Paddle Hut (looking northeast)

PROPOSED PLAN

The proposed improvements include two additional platform tennis courts, expansion of the decking around the courts, and additions to the paddle hut. The two new courts would be located immediately west of the existing paddle hut. Each individual court would measure 30 feet by 60 feet. There are two additions proposed for the paddle hut. The addition on the south side of the hut would measure 832 square feet and the addition on the northwest corner would measure 338 square feet. The proposed improvements comply with the zoning regulations.

The general hours and use of the platform tennis facilities will not change as a result of the proposed improvements. The proposed expansion is in response to the growing demand of the sport and membership of the Winnetka Platform Tennis Club. As described by the Applicant in the written explanation provided in Attachment C, the platform tennis season starts in October and runs through March. The Park District also offers paddle clinics and rents the paddle hut on Friday and Saturday evenings.

The platform tennis facilities and the golf course share the parking lot that is located south of the paddle tennis courts. Since the golf season generally runs from April to October, and the active hours of the two sports are opposite from each other, there have not been capacity issues with the shared parking lot.

The proposed platform tennis courts would be lit during the evening hours, in the same fashion as the existing courts. The lights are far removed from the residential neighbors east of Hibbard Road as the platform tennis facilities are located west of the 12 tennis courts.



Figure 8 – Aerial View 1 of Proposed Improvements



Figure 9 – Aerial View 2 of Proposed Improvements

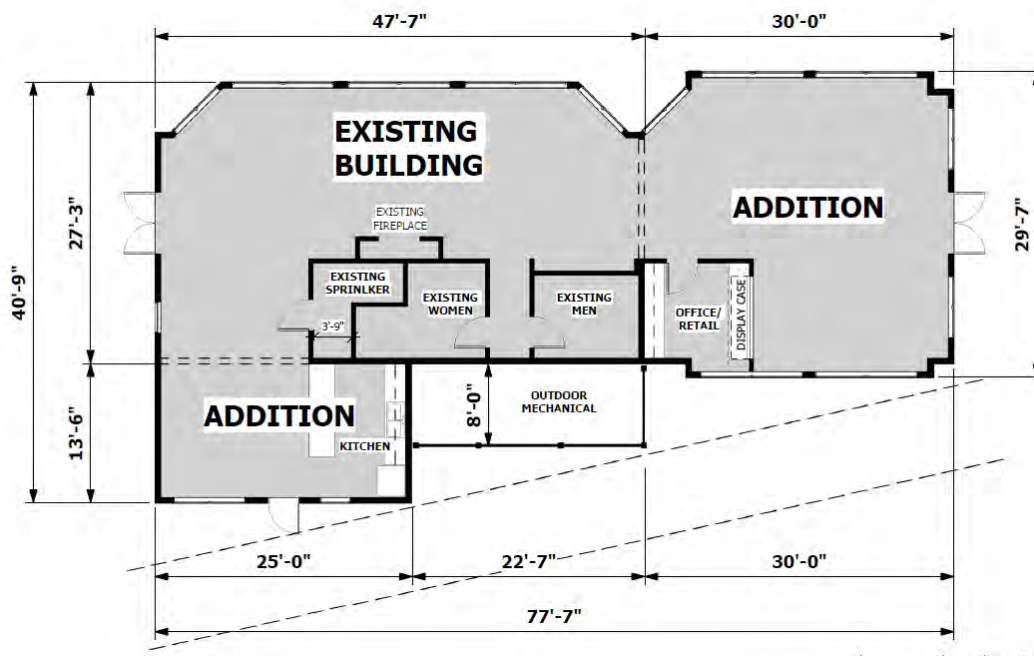


Figure 10 – Proposed Floor Plan of Paddle Hut



Figure 11 – Rendering of Proposed South Elevation of Paddle Hut



Figure 12 – Rendering of Proposed East Elevation of Paddle Hut

The Subject Property is located within the 100-year floodplain. Therefore, the proposed improvements must comply with the Village of Winnetka Flood Hazard Protection Ordinance as well as the Village stormwater regulations. The application materials have been reviewed by Village Engineering staff and the Applicant is currently working with Village Engineering staff to provide additional information to verify compliance. Figure 13 below represents the Subject Property's location in the floodplain; the cyan represents the 100-year flood area.



Figure 13 - GIS Floodplain Map

As previously noted, the Applicant plans to start construction of the two additional platform courts (Phase 1) this fall and hopes to construct additions to the paddle hut and expanded deck around the paddle hut (Phase 2) within the next 2-5 years. Section 17.56.100 of the Zoning Ordinance requires that construction or occupancy for which a special use permit was granted must be actively pursued within one year and completed and occupied with 18 months following the date of Village Council approval. However, the Village Council, at its discretion following a written request to do so, may extend the period of time by which the improvements must be made. The Applicant has stated that they will use the proposed special use permit or apply for another special use permit depending on the timing of the proposed hut construction. Relative to the overall size of the Subject Property, the size and location of the proposed paddle hut additions appear to have a minimal impact on adjacent and nearby properties. The Council may find it appropriate in its special use approvals to extend the amount of time by which the paddle hut additions and deck expansion need to be constructed.

CONSIDERATION BY OTHER ADVISORY BOARDS/COMMISSIONS

As previously noted, the Zoning Board of Appeals (ZBA) considered the request on September 13, 2021. No written comments from the public were received for the ZBA meeting nor were any public comments made at the meeting. Ultimately, the ZBA voted 5-0 to recommend approval of the request.

The Design Review Board is scheduled to consider a Certificate of Appropriateness for the proposed improvements on September 29, 2021.

The Plan Commission is charged with evaluating Special Uses for consistency with the Comprehensive Plan, as well as the six standards for granting special use permits. One of the objectives of the Comprehensive Plan is to “preserve or expand the quantity, quality and distribution of open space and

recreational opportunities.” The draft recommendation below lists other relevant objectives from the Comprehensive Plan. An excerpt of the Comprehensive Plan is included in this report as Attachment B.

FINDINGS

The Plan Commission is to consider whether or not the requested amendment to the existing special use granted by Ordinance M-12-2007 to allow the construction of two additional platform tennis courts and additions to the existing paddle hut on the Subject Property is consistent with the Village’s Comprehensive Plan and with the Village’s special use permit standards.

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

The Plan Commission recommends **approval [denial]** of the requested amendment to the existing special use granted by Ordinance M-12-2007 **to allow construction of two additional platform tennis courts and additions to the existing paddle hut for the Winnetka Park District and Winnetka Platform Tennis Club on the Subject Property**, based on the following findings of fact:

1. “The proposed expansion of the platform tennis facilities **is [is not]** consistent with the Comprehensive Plan’s Land Use Map designation of the Subject Property as appropriate for “Park/Open Space” uses and **is [is not]** consistent with the following objectives of Chapter II of the Comprehensive Plan:
 - a. to “Preserve or expand the quantity, quality and distribution of open space and recreational opportunities;”
 - b. to “Support the development of recreational facilities to meet the needs of residents of all ages;”
 - c. to “Engage in a public process the balances institutional goals and minimizes any adverse impact to the character of the adjacent residential neighborhood;” and
 - d. to “Foster greater cooperation among all institutions – private and public – in the joint use of their recreational facilities.”
2. “The proposed expansion of the platform tennis facilities **is [is not]** 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.

[The amendment to the special use for the expansion of the platform tennis facilities should only be approved subject to the following conditions:

- 1. The Village Council granting approvals to allow the construction of the additions to the paddle hut and deck expansion to occur within five years of the date of the Village Council approval of the special use for the platform tennis facilities.
- 2. ...]

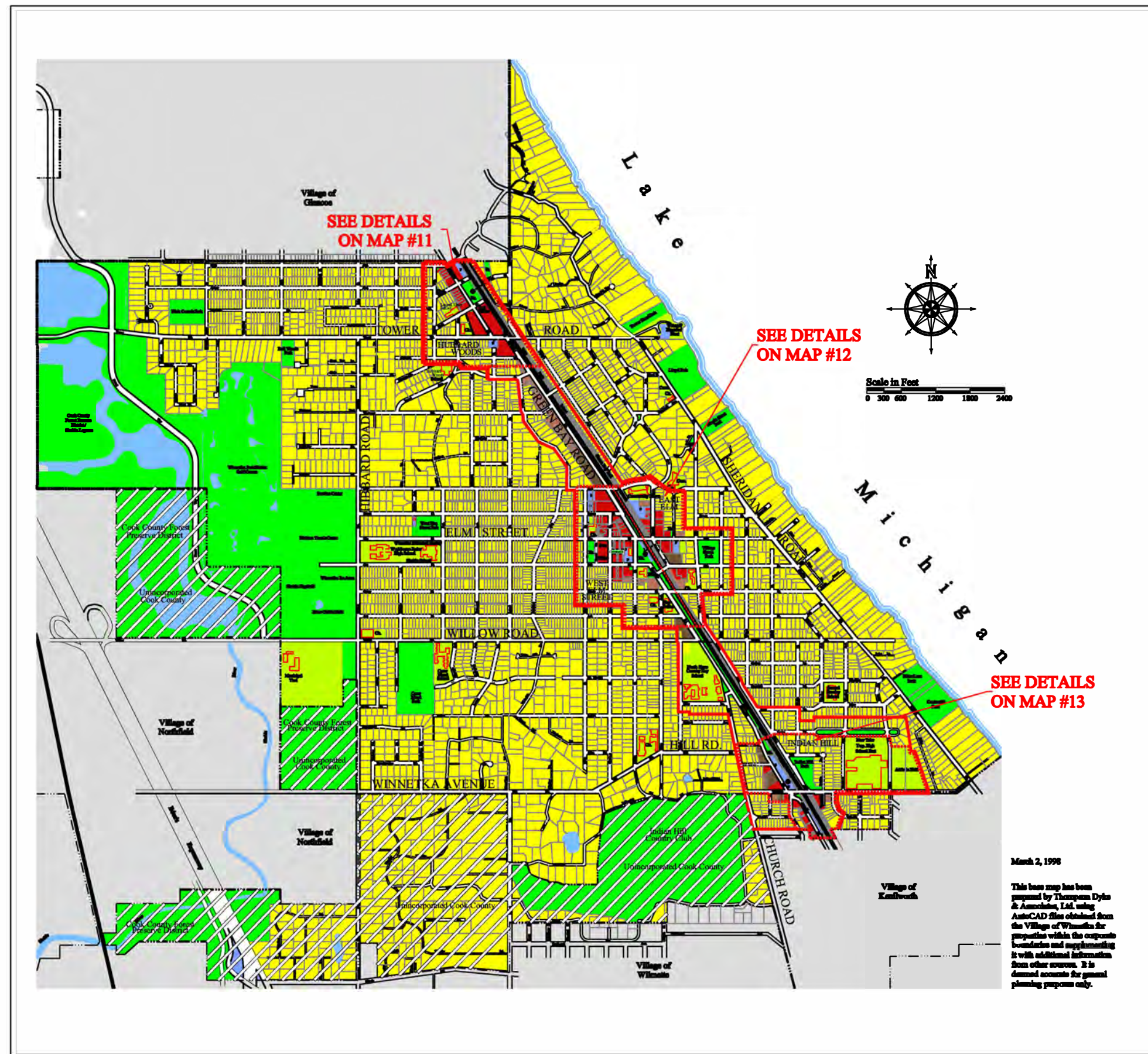
ATTACHMENTS

Attachment A: Comprehensive Plan Land Use Map

Attachment B: Comprehensive Plan Excerpt (Chapter Two – Goals and Objectives)

Attachment C: Application Materials

Attachment D: Ordinance M-15-2004, adopted April 20, 2004 and Ordinance M-12-2007, adopted August 7, 2007



CHAPTER II: VISION, GOALS AND OBJECTIVES

2.1 A 2020 VISION FOR WINNETKA

As a basis for the development of goals, objectives and policies for Winnetka, a vision was developed to convey the desirable characteristics of the Village:

...a village in a natural setting committed to its tradition of residential neighborhoods, citizen involvement, local shops and educational excellence...

2.2 COMMUNITY GOALS

Purpose and Formulation Procedure

Goals and objectives provide the foundation for the Plan recommendations. *Goals* are long-range ideals that set the framework for public policy. *Objectives* are more specific, representing opportunities for achieving goals.

The goals and objectives that follow were prepared for the Village as a whole and are designed to achieve the ideals expressed in the Vision Statement.

Community goals appear below. Objectives designed to support these goals are listed in the remainder of this chapter under each community goal heading. *Goals, objectives and policies relating to the Green Bay Road Corridor and its four business districts appear in Chapter Five.*

Village Character and Appearance: Preserve and enhance those public assets, public lands, natural resources and architecturally significant structures that create the attractive appearance and peaceful, single-family residential character of the Village.

Residential Areas: Preserve a high-quality residential community. Encourage a range of housing types and sizes to meet the needs of residents of all ages.

Local Government: Plan for and provide appropriate government facilities and services that will accommodate the needs of the Village. Encourage a high degree of citizen concern for and participation in local government.

Educational and Community Institutions: Support educational excellence and the enrichment of Winnetka's religious and cultural environment.

Parks, Open Space, Recreation and Environment: Preserve or expand the quantity, quality and distribution of open space and recreational opportunities. Protect the Village's natural features and environmental resources.

Transportation: Provide for safe pedestrian, bicycle and vehicular movement consistent with the scale and peaceful character of the Village.

Growth Management: Limit commercial, institutional and residential development within the Village to minimize potentially adverse impacts on adjacent residential neighborhoods and to prevent the need for significant increases in infrastructure (streets, parking, utilities, sewers) and other community resources (schools, parks, recreational facilities, etc.). Provide for Village expansion via annexation if deemed appropriate.

2.3 VILLAGE CHARACTER AND APPEARANCE

Goal: Preserve and enhance those public assets, public lands, natural resources and architecturally significant structures that create the attractive appearance and peaceful, single-family residential character of the Village.

Objectives

1. Ensure that commercial, institutional and residential development is appropriate to the character of and minimizes the adverse impact on its surrounding neighborhood.
2. Place overhead utility lines underground along major streets: Willow, Sheridan, Green Bay, Hibbard, Winnetka/Hill, Elm and Tower by 2010. Place other utility lines underground, beginning with parks and open spaces, after the major streets are completed.
3. Recognize the critical role of the Village's historic architecture in defining Winnetka's unique character in public, institutional, commercial and residential areas and encourage its preservation.
4. Require the screening and buffering of off-street parking lots while considering the safety of pedestrians and motorists.
5. Continue to implement and supplement the Village's tree planting program on all public rights-of-way. Encourage tree planting on private property.
6. Encourage landscaping of public and private properties that complements and enhances the mature character of existing plantings and provides a buffer as an alternative to walls and fences.
7. Encourage organizations, schools, religious institutions, businesses and citizens in their efforts to beautify the Village.
8. Strictly enforce the Village's sign regulations and minimize the number of regulatory signs.
9. Encourage and cooperate with METRA to improve the appearance and function of the three train stations in the Village and to improve the appearance of the railroad right-of-way.
10. Encourage and cooperate with PACE to improve the appearance, safety and function of bus stop shelters.

11. Reduce and control light pollution, preserving property rights for natural light and controlling the use and location of artificial lighting.
12. Reduce and control noise pollution.
13. Use high quality design and materials when constructing public improvements. Enhance the beauty of the improvements with appropriate decorative details, artwork or sculpture.

2.4 RESIDENTIAL AREAS

Goal: Preserve a high-quality residential community. Encourage a range of housing types and sizes to meet the needs of residents of all ages.

GENERAL RESIDENTIAL OBJECTIVES

1. Maintain the Village's traditional dwelling density patterns by limiting the scale and density allowed in developments and renovations.
2. Require any new residential development and redevelopment to provide adequate and appropriate landscaping and, where appropriate, to preserve existing vegetation.
3. Encourage residential development that provides an appropriate transition between low-density and higher-density areas.

SINGLE-FAMILY RESIDENCE OBJECTIVES

1. Preserve the predominant defining character of Winnetka as a community for owner-occupied high quality single-family residences. Maintain the proportion of single-family detached housing in excess of 80 percent of the total Village housing units.
2. 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.
3. Protect residential neighborhoods and homes from the encroachment of incompatible land uses and traffic patterns.
4. Encourage the preservation of older houses that contribute to the character of the neighborhood through additions and improvements as an alternative to new house construction.
5. Maintain the quiet ambience of residential neighborhoods.

MULTIPLE-FAMILY RESIDENCE OBJECTIVES

1. Ensure that multiple-family development provides a variety of housing choices for

residents of all ages.

2. Ensure that the density of multiple-family development provides an appropriate transition to adjacent single-family neighborhoods.
3. Ensure that multiple-family buildings complement adjacent single-family residences in scale and architectural style and that architectural styles complement the historic character of the village.
4. Require that multiple-family development be of high quality materials and design, combined with adequately screened or underground parking and substantial landscaping.
5. Encourage an appropriate number of rental units compatible with the predominantly single-family residential character of the Village.
6. Study the possibility of bringing an assisted-care facility for senior citizens to Winnetka.

2.5 LOCAL GOVERNMENT

Goal: Plan for and provide appropriate government facilities and services that will accommodate the needs of the Village. Encourage a high degree of citizen concern for and participation in local government.

Objectives

1. Encourage local governmental bodies to help implement the community goals and objectives in this document.
2. Maintain and encourage the location of public buildings in the Village Center to provide centralized and convenient services.
3. Maintain and upgrade the Village's infrastructure in keeping with Village character and high community standards.
4. If the water plant and electric plant are no longer needed to provide electric power or water service to the Village, a re-use plan should be drafted for the property to serve public purposes.
5. Ensure that municipal buildings and properties exhibit design excellence that respects the character and enhances the appearance of the Village.
6. Ensure that the closed landfill on Willow Road is effectively managed and attractively landscaped.
7. Encourage on-going study and cooperation to bring the latest telecommunication technologies to the Village, while preserving the Village's appearance.

2.6 EDUCATIONAL AND COMMUNITY INSTITUTIONS

Goal: Support educational excellence and the enrichment of Winnetka's religious and cultural environment.

Objectives

1. Recognize the critical importance of educational, religious and other community institutions to Village residents.
2. Maintain an atmosphere in which diverse cultural, educational and religious organizations may flourish and in which special activities for residents of all ages may be enhanced.
3. Engage in a public process that balances institutional goals and minimizes any adverse impact to the character of the adjacent residential neighborhood.
4. Recognize that standards of educational excellence may change with time, thus necessitating changes in physical and financial resources.
5. Ensure safe and attractive access to educational and community institutions. Pursue improvements that address public safety as well as traffic, congestion and parking.
6. Cooperate with school districts to make school facilities available for other community needs and emphasize this dual use in future planning and design.
7. Encourage the continued vitality of the Winnetka Community House as a community facility for a variety of programs accessible to all residents.
8. Encourage the preservation of the excellent facilities, central location and availability of the Winnetka-Northfield Public Library District resources.

2.7 PARKS, OPEN SPACE, RECREATION AND ENVIRONMENT

Goal: Preserve or expand the quantity, quality and distribution of open space and recreational opportunities. Protect our natural features and environmental resources.

Objectives

1. Increase the amount of property that is designated as public or private open space to preserve the natural character of the community.
2. Provide, where possible, open space (public, semi-public or private) between low-density and higher-density land uses.
3. Preserve and enhance natural features such as ravines, woodlands, bluffs, beaches and the Lake Michigan shoreline.

4. Preserve significant trees and encourage new tree planting on public and private properties to the greatest extent possible.
5. Support the development of recreational facilities to meet the needs of residents of all ages.
6. Engage in a public process that balances institutional goals and minimizes any adverse impact to the character of the adjacent residential neighborhood.
7. Encourage the Cook County Forest Preserve District to improve the natural appearance of the public right-of-way and the property adjacent to Willow Road, Forest Way and Tower Road, west of Forest Way.
8. Foster greater cooperation among all institutions--private and public--in the joint use of their recreational facilities.
9. Encourage the preservation of open space inside and outside the Village.

2.8 TRANSPORTATION

Goal: Provide for safe pedestrian, bicycle and vehicular movement consistent with the scale and peaceful character of the Village.

Objectives

1. Improve major streets, especially their intersections, to enhance traffic flow, safety and appearance, as well as use by pedestrians and bicyclists.
2. Ensure safe, efficient and convenient access to all areas of the Village.
3. Develop comprehensive programs to promote traffic safety and to slow traffic.
4. Explore ways to decrease the flow of regional traffic through the Village.
5. Promote alternatives to motor vehicles such as bicycling and walking.
6. Enhance and expand the Village's bike route system.
7. Restrict "cut-through" truck traffic in residential neighborhoods and regional truck traffic on village thoroughfares.
8. Ensure good condition of streets, curbs and sidewalks.
9. Encourage the maintenance and improvement of a rapid and comfortable commuter service to and from all three Village train stations.
10. Foster improvement in public transportation and cooperate with adjacent communities in anticipating future needs and means.

11. Provide for adequate parking in commercial areas. Require people who work in the commercial districts to park in employee-designated off-street or underground parking areas.
12. Provide adequate off-street or underground parking for Winnetka commuters.
13. Enhance the overall appearance and environmental quality of public rights-of-way, including the railroad right-of-way.
14. Provide ease of access to the Edens Expressway (Interstate 94).

2.9 GROWTH MANAGEMENT

Goal: Limit commercial, institutional and residential development within the Village to minimize potentially adverse impacts on adjacent residential neighborhoods and to prevent the need for significant increases in infrastructure (streets, parking, utilities, sewers) and other community resources (schools, parks, recreational facilities, etc.). Provide for Village expansion via annexation if deemed appropriate.

Objectives

1. Ensure that development proposals minimize the potential adverse impact they might have on residential neighborhoods, including the impact on pedestrian character, on-site parking, traffic patterns, congestion, open space, storm water management and Village infrastructure.
2. Ensure that annexation of properties will not adversely affect the Village's ability to service existing residences and businesses. Continue to review those unincorporated areas within the jurisdictional planning area that draw upon Village services and resources and ensure that any proposed annexation is compatible with the character of the Village.
3. Ensure that the Village keeps informed about neighboring communities' plans for growth, changes in existing infrastructure or for new infrastructure.

VILLAGE OF WINNETKA, ILLINOIS
DEPARTMENT OF COMMUNITY DEVELOPMENT

SPECIAL USE PERMIT APPLICATION

Case No. 21-30-SUProperty InformationSite Address: 490 Hibbard Road52001-920Applicant InformationName: Winnetka Platform Tennis Club (WPTC)Primary Contact: Mr. Colin CrossAddress: [REDACTED]City, State, ZIP: Winnetka, IL 60093Phone No. [REDACTED] (Cell)Email: [REDACTED]Architect InformationName: DDCA ArchitectsPrimary Contact: John SwierkAddress: 3321 S. Route 31City, State, ZIP: Crystal Lake, IL 60012Phone No. 815-444-8444Email: jswierk@DDCAarchitects.comOwner InformationName: Winnetka Park DistrictPrimary Contact: Mr. Costa KutulasAddress: 540 Hibbard RoadCity, State, ZIP: Winnetka, IL 60093Phone No. 847-501-2052Email: ckutulas@winpark.orgAttorney Information

Name: _____

Primary Contact: _____

Address: _____

City, State, Zip: _____

Phone No. _____

Email: _____

Applicant Signature: [REDACTED]Date: 8/10/21Property Owner Signature: [REDACTED]Date: 8/10/21Printed Name of Owner: Costa Kutulas

VILLAGE OF WINNETKA, ILLINOIS
DEPARTMENT OF COMMUNITY DEVELOPMENT

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;
The proposed addition of 2 platform courts and the building expansion will not be detrimental to or endanger the public health, safety, comfort, morals, or general welfare of the area and or community.
2. That the special use will not be substantially injurious to the use and enjoyment of other property in the immediate vicinity which are permitted by right in the district or districts of concern, nor substantially diminish or impair property values in the immediate vicinity;
The proposed addition of 2 platform courts and the building expansion will not be substantially injurious to the use and enjoyment of other property in the immediate vicinity which are permitted by right in the district or districts of concern, nor substantially diminish or impair property values in the immediate vicinity.
3. That the establishment of 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;
The establishment of the Special Use for the proposed addition of 2 platform courts and the building expansion will not impede the normal and orderly development or improvement of other property in the immediate vicinity for uses permitted by right in the district or districts of concern;
4. 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;
The proposed addition of 2 platform courts and the building expansion will not have any negative impact on the site ingress and egress or create any additional pedestrian or traffic congestion in the public ways.
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; and
The site has adequate parking, utilities, access roads, drainage, and other facilities required for the addition of 2 platform courts and the building expansion. The work will be permitted through and comply will all Village of Winnetka building codes and storm water requirements.
6. That the special use in all other respects conforms to the applicable regulations of this and other village ordinances and codes.

Yes



Existing Paddle Court Design Looking East



Existing Paddle Court Design Looking Southeast



Existing Paddle Court Design Looking Southwest



Existing Paddle Court Design Looking West



Paddle Court Expansion Site Looking Southeast



Paddle Court Expansion Site Looking Southwest



Paddle Court Expansion Site Looking Northwest



Paddle Court Expansion Site Looking Northeast

Proposed expansion of Platform Tennis Center located at 490 Hibbard Road

The Winnetka Platform Tennis Club (WPTC/Applicant) and the Winnetka Park District (WPD/Owner) request a Special Use Permit to construct two additional platform tennis courts (courts 7 & 8/Phase 1) and expand the decking and hut (Phase 2).

WPTC will construct and pay for the improvements and then donate them to WPD. This partnership has existed since 1978 when WPTC constructed four platform tennis courts, and continued in 2004 with construction of the existing hut, and 2007 with the addition of courts 5 and 6.

This expansion is necessary to address the growing demand for the sport: the WPTC has grown membership from 274 in 2014 to 382 in 2020 and requires additional courts to address the recent growth and future growth of the sport.

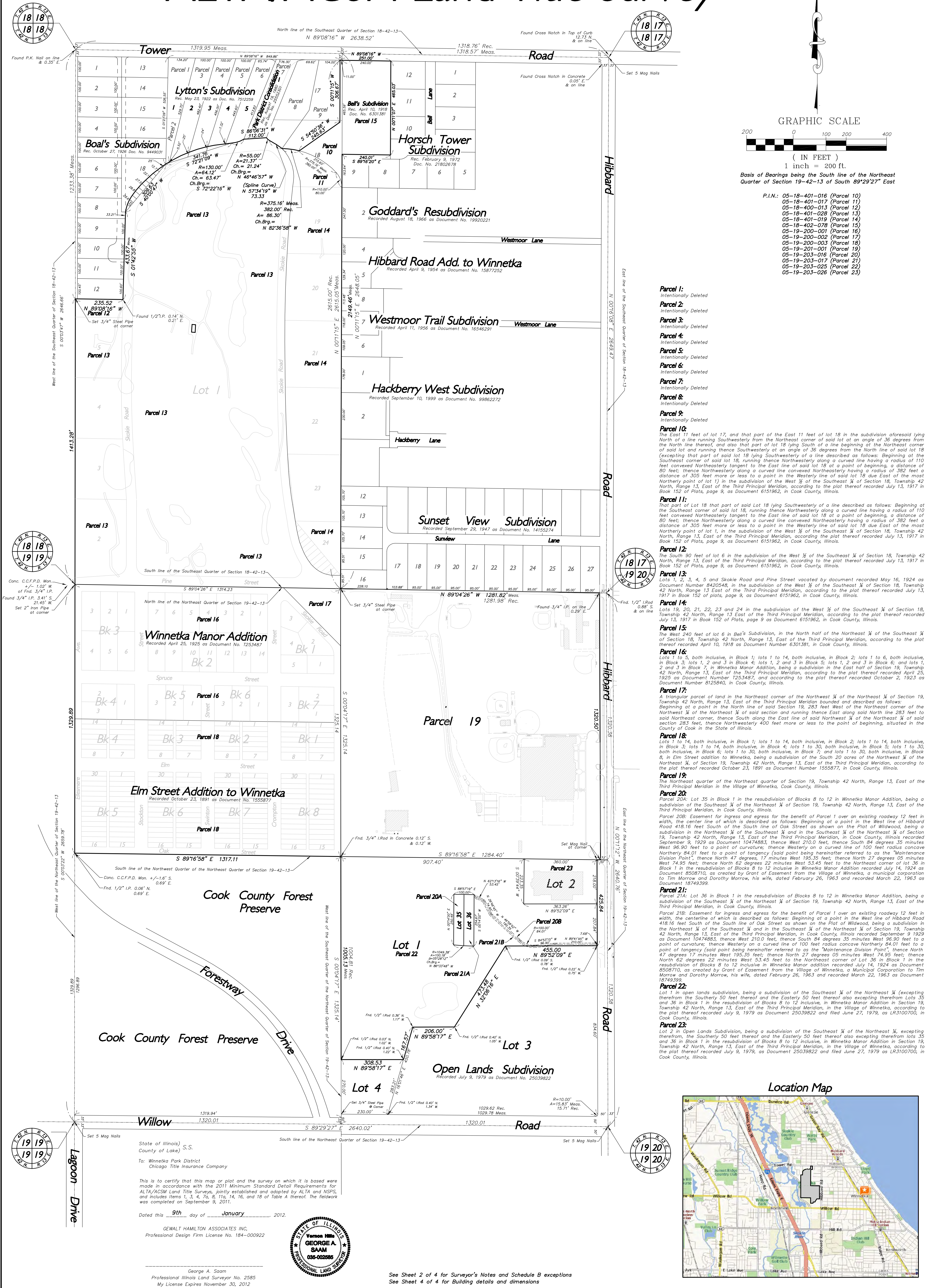
There will be no change in the general hours and use of the facilities. The platform tennis season starts in October and runs through March. The WPD also offers paddle clinics and rents the hut Friday and Saturday evenings. The golf season generally runs from April to October, so there has never been any capacity issues with the shared parking lot, and this expansion will not alter that fact. During the limited play throughout the summer, the hours of operation for the two sports are opposite of one another, once again allowing the parking to be absorbed by the current infrastructure.

The current courts are lit during the evenings court times, as will be the proposed courts. The lighting for these courts consist of six (6) LED lighting fixtures per court, with thirty-six (36) existing fixtures for the current configuration. The two new courts will use the same LED lighting fixtures adding an additional twelve (12) to the complex. The facility is significantly removed from any neighbors, being located in the middle of the Skokie Playfield campus, so the court lights never have been an issue with neighbors and we do not anticipate any issues by adding lights to the proposed courts 7 & 8, which are set west of the hut, further removed from the closest neighbor.

Phase 1 of the plan is proposed to be constructed this fall allowing for some play in the 2021-2022 paddle season.

The hut addition in Phase 2 is dependent upon fundraising by the WPTC which is financially responsible for this project. We are hopeful that Phase 2 will occur within 2-5 years. We will use the proposed Special Use Permit, or, apply for another Special Use Permit depending on the timing of the proposed hut construction. The hut addition in Phase 2 will have the same elevations and appearance as the existing structure and will use the same building materials and color palette as the current structure.

ALTA/ACSM Land Title Survey



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Winnetka Golf Course
540 Hibbard Road
Winnetka, Illinois

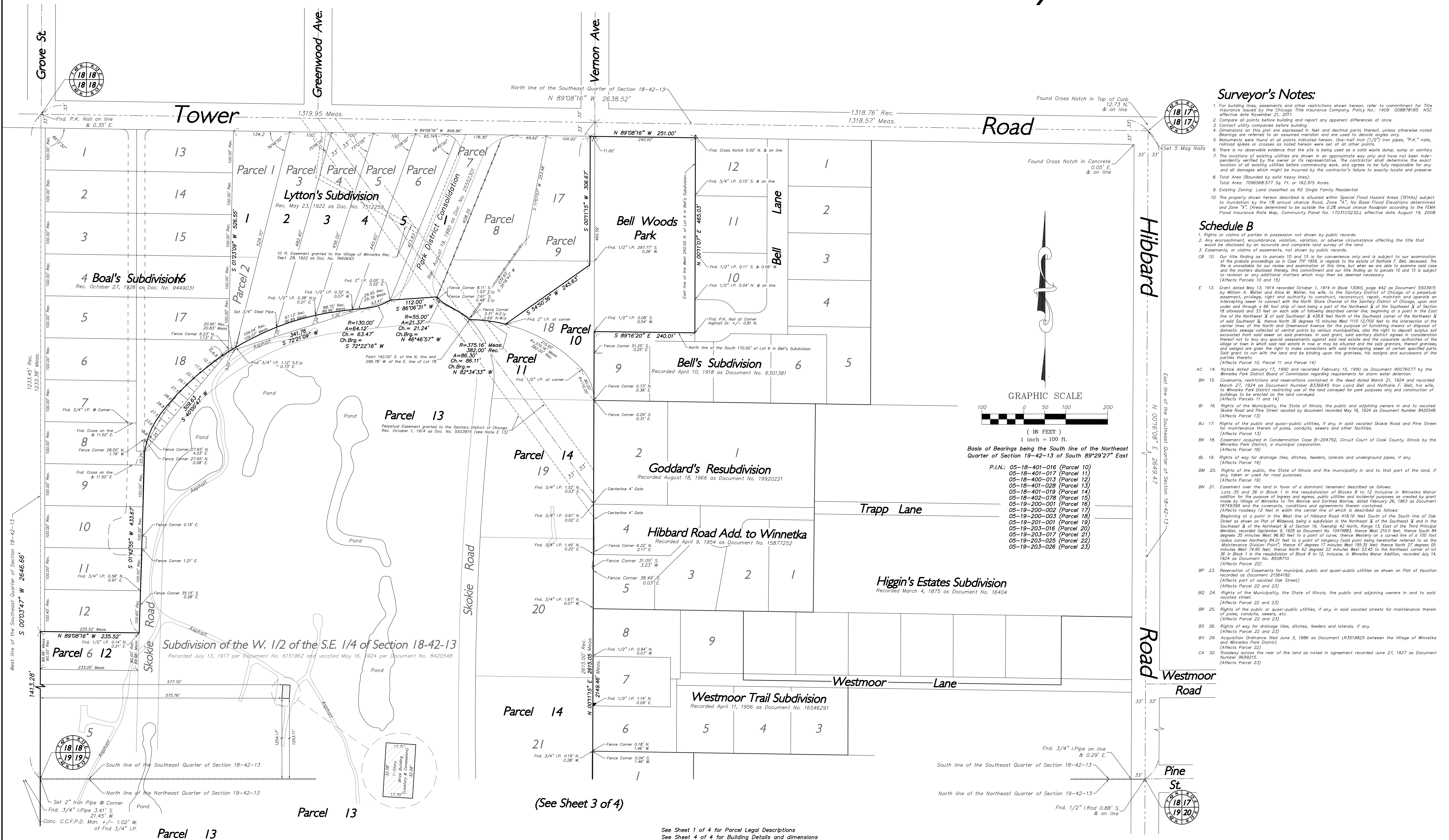
GEWALT HAMILTON ASSOCIATES, INC.

850 Forest Edge Drive ■ Vernon Hills, IL 60061
TEL 847.478.9700 ■ FAX 847.478.9701

1 G.S. 1/09/12 Revise Sheet 1 & 2 per updated Title Commitment
NO. BY DATE REVISION

FILE: 4118-300-Survey Sheet 1.dwg	SHEET NUMBER:
DRAWN BY: G.S.	GHA PROJECT #
DATE: 9/20/11	4118.300
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DATE:	1" = 200'
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ALTA/ACSM Land Title Survey



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ASSOCIATES, INC.
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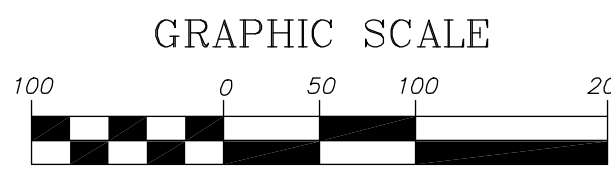
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Winnetka Park District
540 Hibbard Road
Winnetka, Illinois 60093

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ALTA/ACSM Land Title Survey



Basis of Bearings being the South line of the Northeast Quarter of Section 19-42-13 of South 89°29'27" East

P.I.N.: 05-18-401-016 (Parcel 10)
05-18-401-017 (Parcel 11)
05-18-400-013 (Parcel 12)
05-18-401-028 (Parcel 13)
05-18-401-019 (Parcel 14)
05-18-402-078 (Parcel 15)
05-19-200-001 (Parcel 16)
05-19-200-002 (Parcel 17)
05-19-200-003 (Parcel 18)
05-19-201-001 (Parcel 19)
05-19-203-016 (Parcel 20)
05-19-203-017 (Parcel 21)
05-19-203-025 (Parcel 22)
05-19-203-026 (Parcel 23)

Hibbard

N 00°16'08" E 2649.47'

Pine Street

Spruce Street

Elm Street

Road

(See Sheet 4 of 4 for Building Details)

Parcel 14

22

2

Hackberry West Subdivision

Recorded September 10, 1999 as Document No. 99862272

Hackberry Lane

23

12

13

14

15

16

Parcel 14

24

Parcel 13

Parcel 17

5

2

Parcel 18

Parcel 18

Parcel 2

(See Sheet 3 of 4)

Parcel 13

Parcel 13

Subdivision of the W. 1/2 of the S.E. 1/4 of Section 18-42-13

Recorded July 13, 1917 per Document No. 6151962 and vacated May 16, 1924 per Document No. 8420548

Parcel 13

2

Pine Street

Street

Parcel 16

Winnetka Manor Addition

Recorded April 25, 1925 as Document No. 1253487

Spruce Street

Street

Elm Street Addition to Winnetka

Recorded October 23, 1891 as Document No. 1535677

Parcel 18

Parcel 18

Stockton

Elm

Street

Crompton

Parcel 18

Parcel 18

Parcel 18

S 89°16'58" E 1317.11'

Winnetka Park District

540 Hibbard Road

Winnetka, Illinois 60093

(See Sheet 4 of 4)

See Sheet 1 of 4 for Parcel Legal Descriptions
See Sheet 2 of 4 for Surveyor's Notes and Schedule B exceptions
See Sheet 4 of 4 for Building Details and dimensions



Conc. C.C.F.P.D. Mon. +/-1.02' W.
of Fnd. 3/4" I.P.
Fnd. 3/4" I.P. 3.41' S.
21.45' W.
Set 2" Iron Pipe @ Corner

West line of the Northeast Quarter of Section 19-42-13
S 00°03'22" W 2659.78'
1329.89

Conc. C.C.F.P.D. Mon. +/-1.6' S.
0.69' E.
Fnd. 1/2" I.P. 0.06' N.
0.69' E.

South line of the Northwest Quarter of the Northeast Quarter of Section 19-42-13

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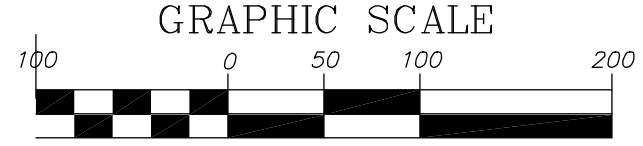
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FILE: 4118-300-Survey Sheet 3.dwg	SHEET NUMBER:
DRAWN BY: G.S.	GHA PROJECT #
DATE 9/20/11	4118.300
CHECKED BY:	SCALE: As Shown
DATE	Agenda Packet Page 29
	OF 4 SHEETS

ALTA/ACSM Land Title Survey

(See Sheet 3 of 4)

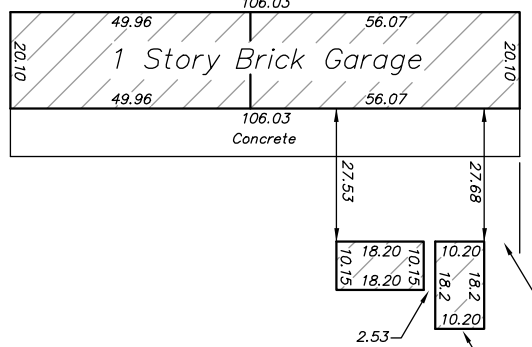
Parcel 19



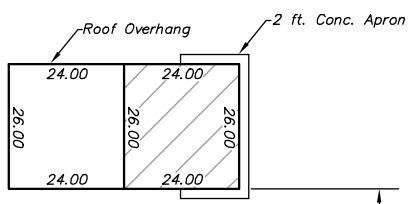
(IN FEET)
1 inch = 100 ft.

Basis of Bearings being the South line of the Northeast Quarter of Section 19-42-13 of South 89°29'27" East
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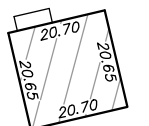
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05-18-401-017 (Parcel 11)
05-18-400-013 (Parcel 12)
05-18-401-028 (Parcel 13)
05-18-401-019 (Parcel 14)
05-18-402-078 (Parcel 15)
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05-19-200-002 (Parcel 17)
05-19-200-003 (Parcel 18)
05-19-201-001 (Parcel 19)
05-19-203-016 (Parcel 20)
05-19-203-017 (Parcel 21)
05-19-203-025 (Parcel 22)
05-19-203-026 (Parcel 23)



Building Detail No. 2



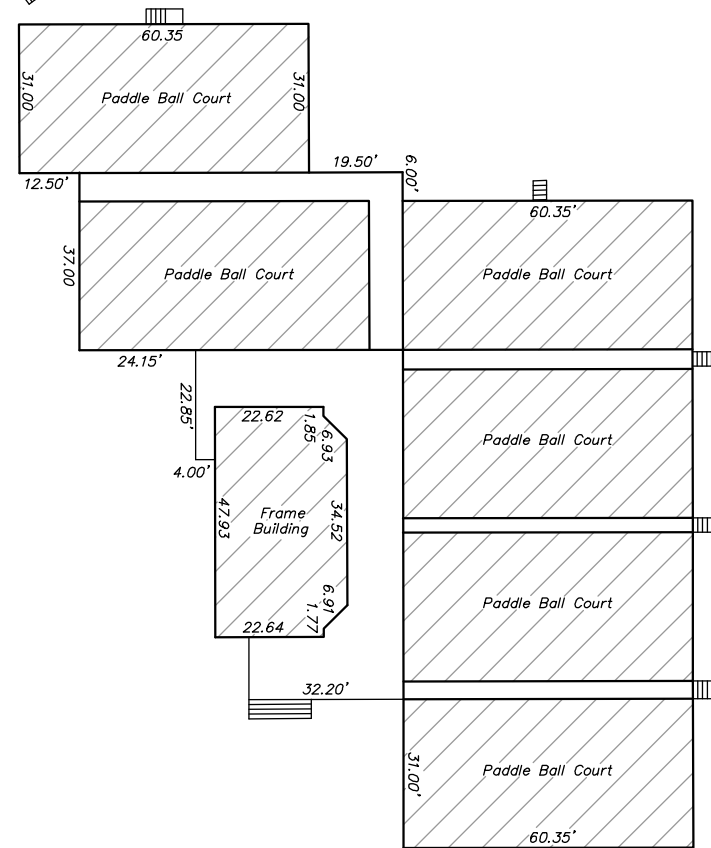
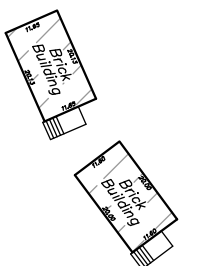
Building Detail No. 5



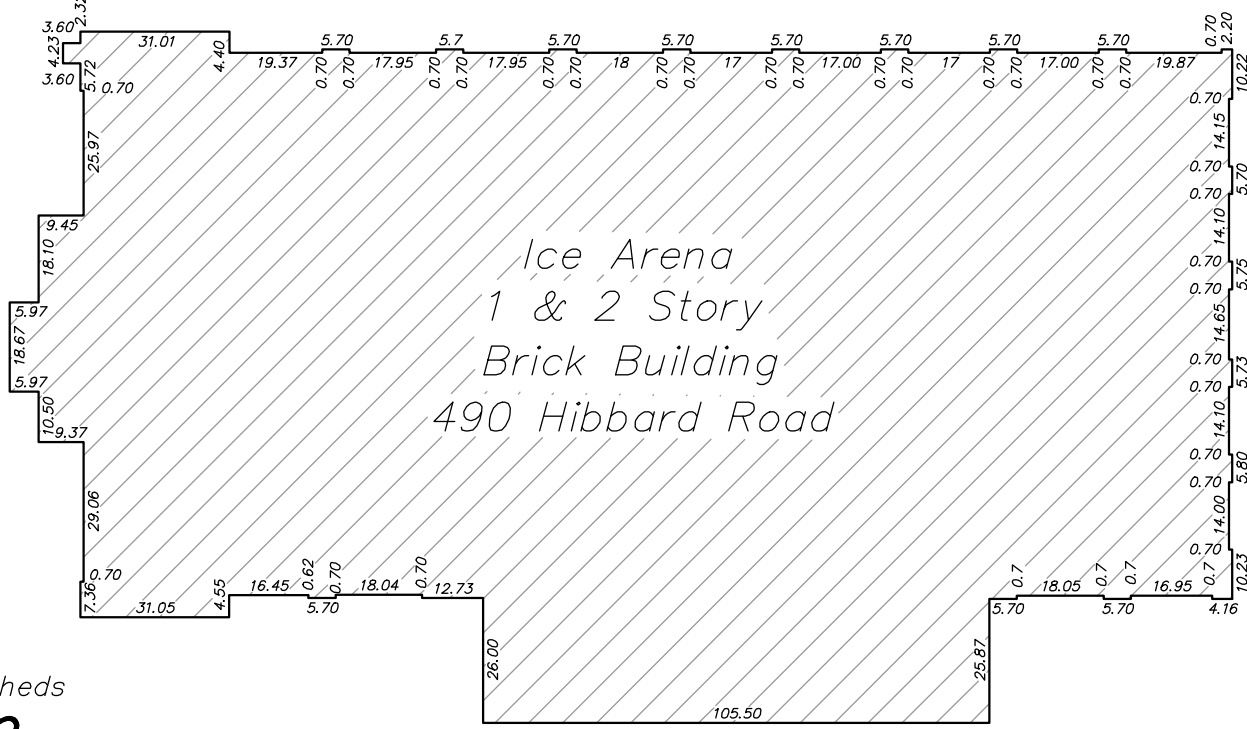
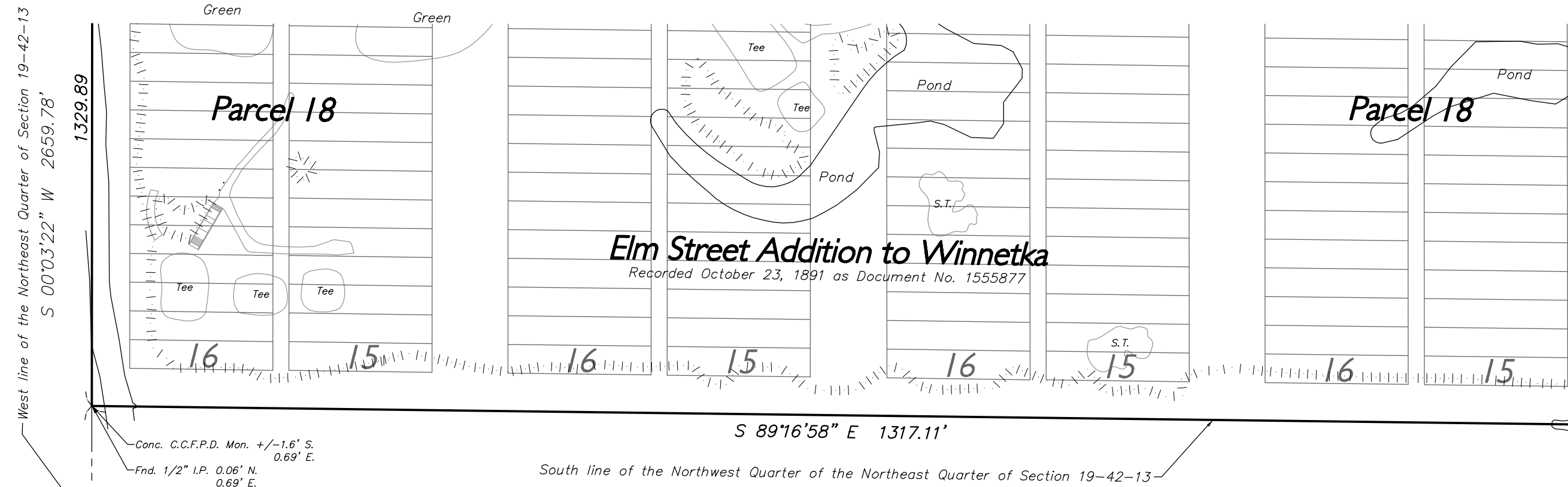
Building Detail No. 10



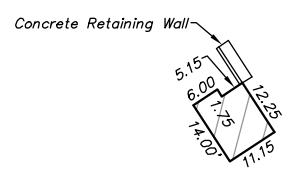
Building Detail No. 7



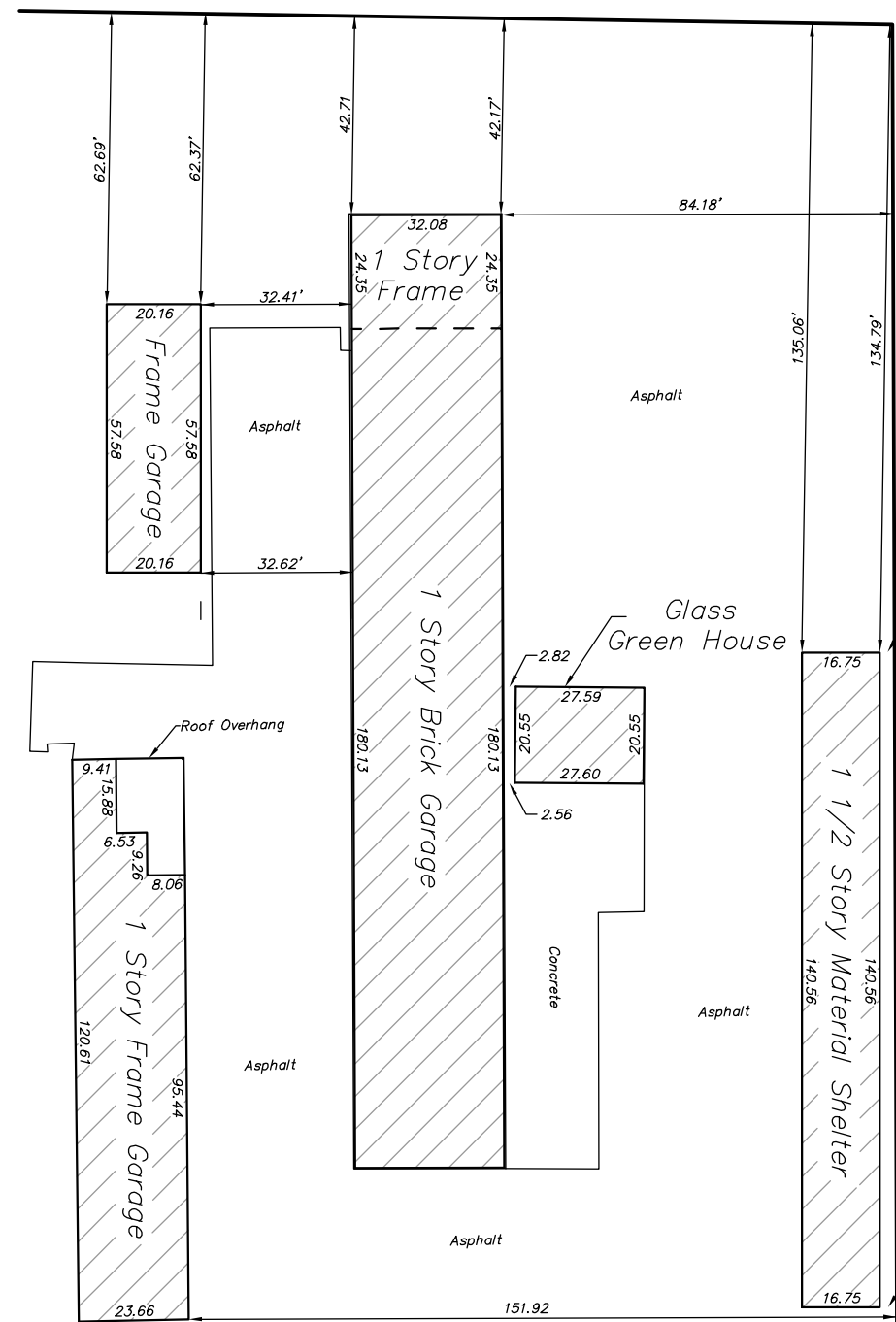
Building Detail No. 3



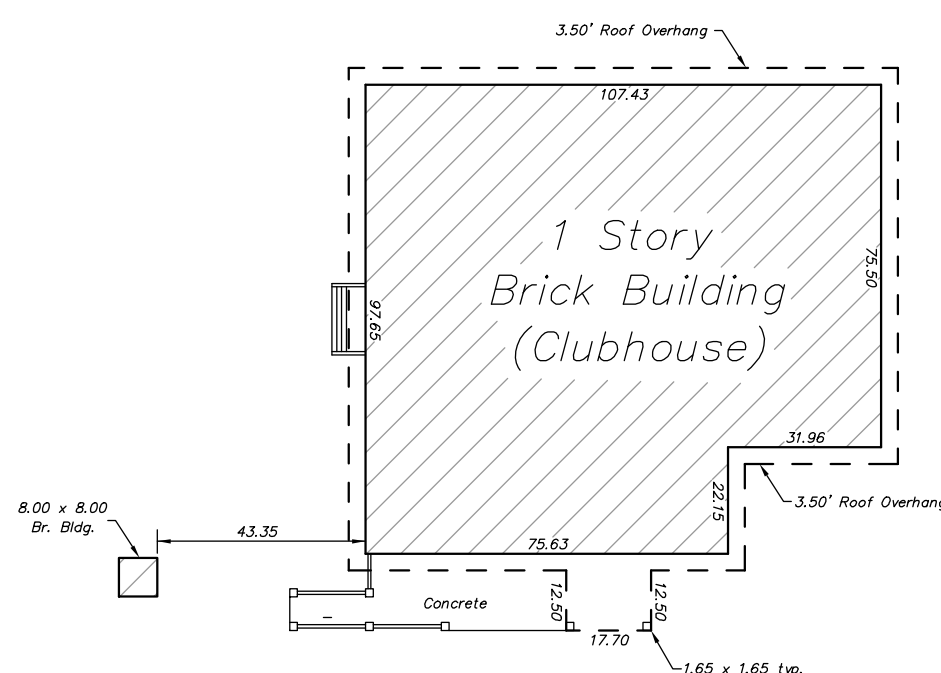
Building Detail No. 8



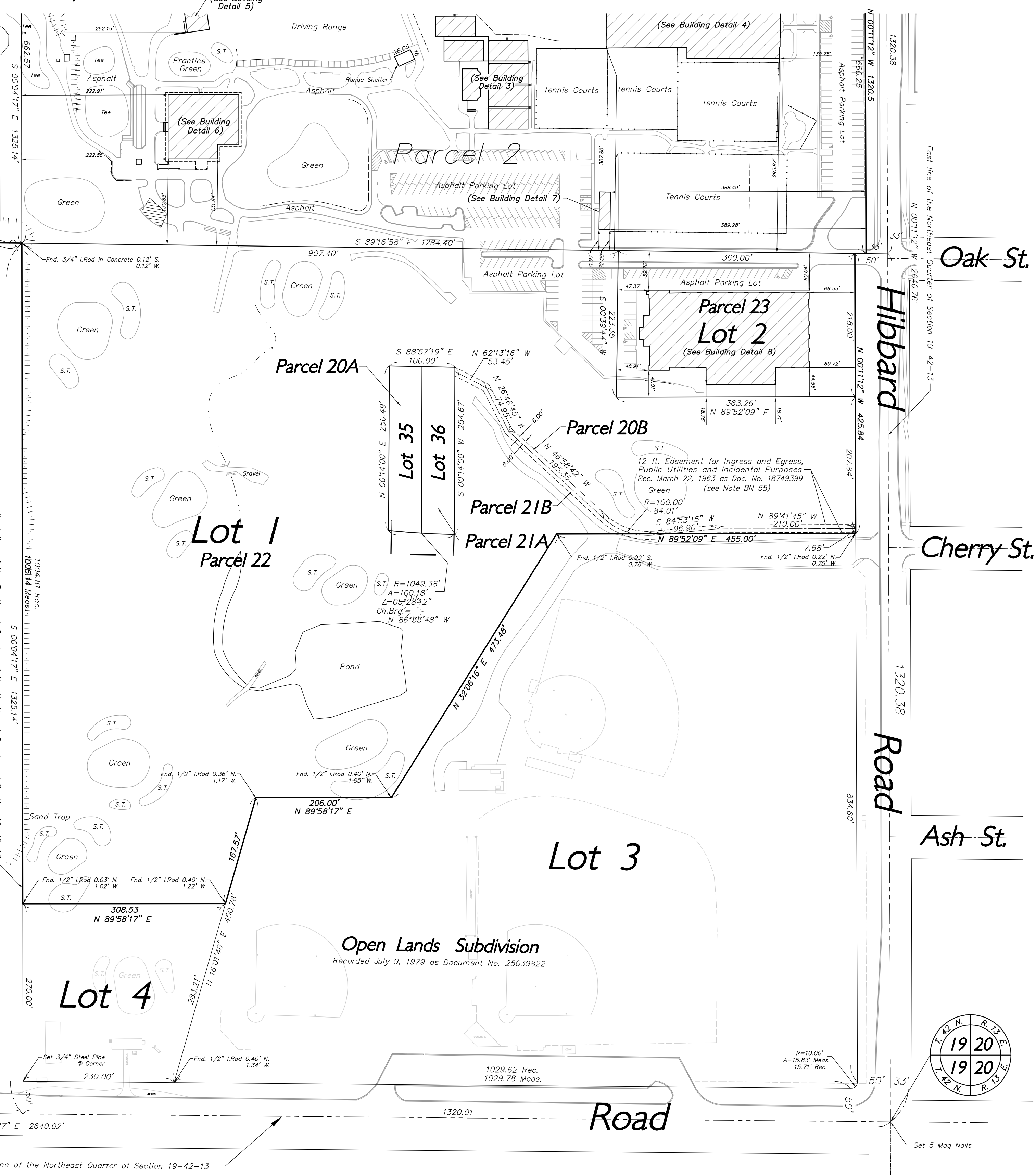
Building Detail No. 9



Building Detail No. 1



Building Detail No. 6



See Sheet 1 of 1 for Parcel Legal Descriptions
See Sheet 2 of 4 for Surveyor's Notes and Schedule B exceptions

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Winnetka Park District

540 Hibbard Road

Winnetka, Illinois 60093

				FILE: 4118-300-Survey Sheet 4.dwg				SHEET NUMBER:	
				DRAWN BY: G.S.		GHA PROJECT #		4	
				DATE: 9/20/11		4118.300			
				CHECKED BY:		SCALE: Agenda Packet Page 30		OF 4 SHEETS	
NO. BY DATE REVISION				DATE:		Agenda Packet 160 100			



REVISIONS

BY

NOTES

EACH CONTRACTOR FOR EACH TRADE OR DIVISION SHALL CAREFULLY READ & STUDY PLANS & SPECIFICATIONS FOR ALL TRADES TO BE CERTAIN TO INCLUDE IN IT'S CONTRACT ALL WORK TO BE DONE BY IT. SHALL VISIT SITE TO DETERMINE ALL LOCAL CONDITIONS. SHALL CHECK ALL MEASUREMENTS ON JOB; & SHALL REPORT ALL INTERFERENCES TO OWNER BEFORE WORK IS DONE. APPLICABLE REQUIREMENTS OF PLANS & SPECIFICATIONS FOR ALL TRADES & DIVISIONS APPLY TO ALL CONTRACTS.

TITLE

SKOKIE PLAYFIELD
EXISTING PADDLE TENNIS COURTS SITE PLAN



DRAWN BY:

RICHARD M. SCHRAM

DATE:

AUGUST 3, 2021

SCALE:

1" = 15'-0"

SHEET:

SP-1



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BY

NOTES

TITLE

SKOKIE PLAYFIELD
PROPOSED PADDLE TENNIS COURTS SITE PLAN
PROPOSED PHASE 1 & 2

DRAWN BY

RICHARD M. SCHRAM

DATE

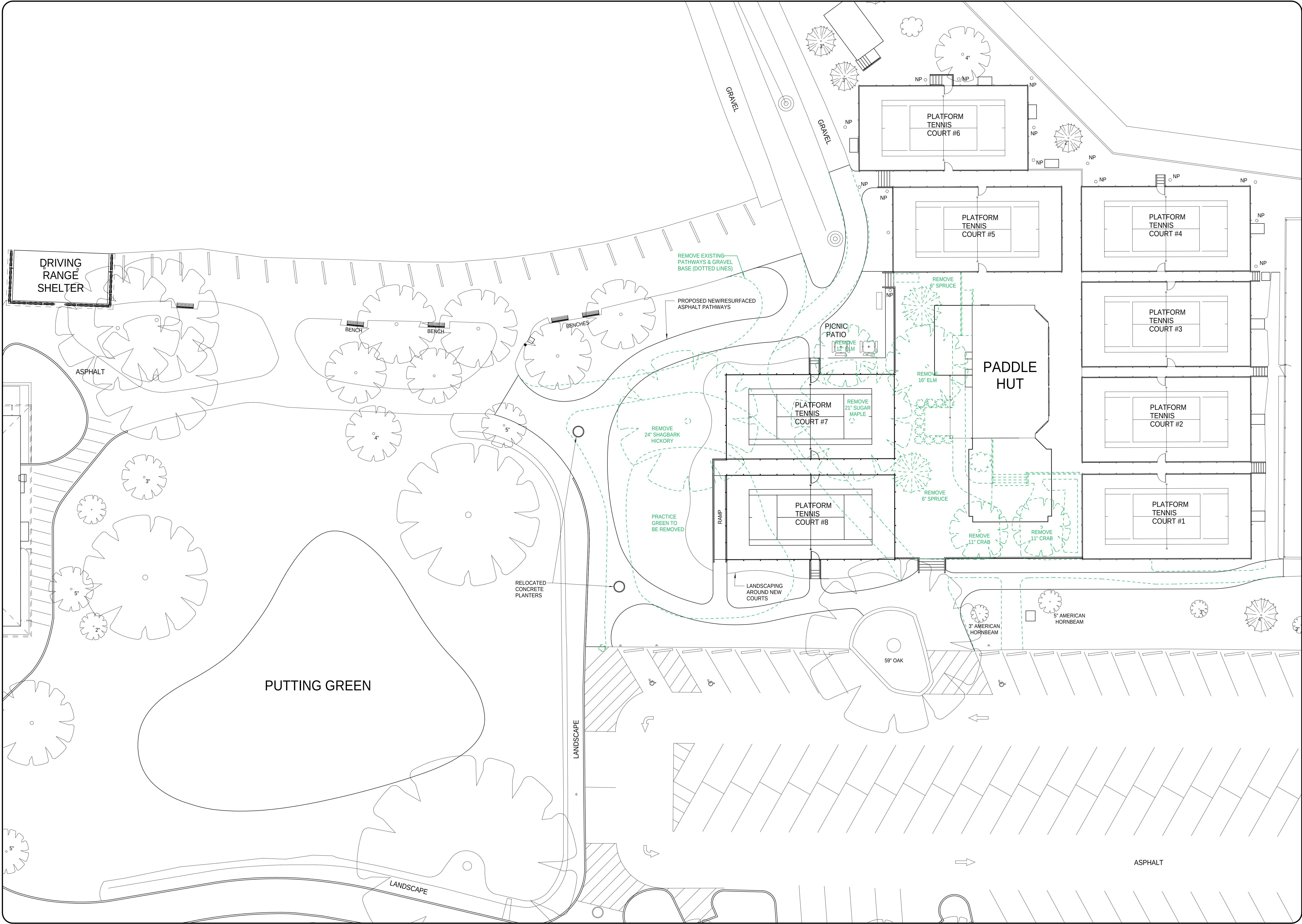
AUGUST 3, 2021

SCALE

1" = 15'-0"

SHEET

SP-1



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BY

NOTES

TITLE

SKOKIE PLAYFIELD
PROPOSED PADDLE TENNIS COURTS SITE PLAN
PROPOSED PHASE 1 & 2
DEMOLITION

1904

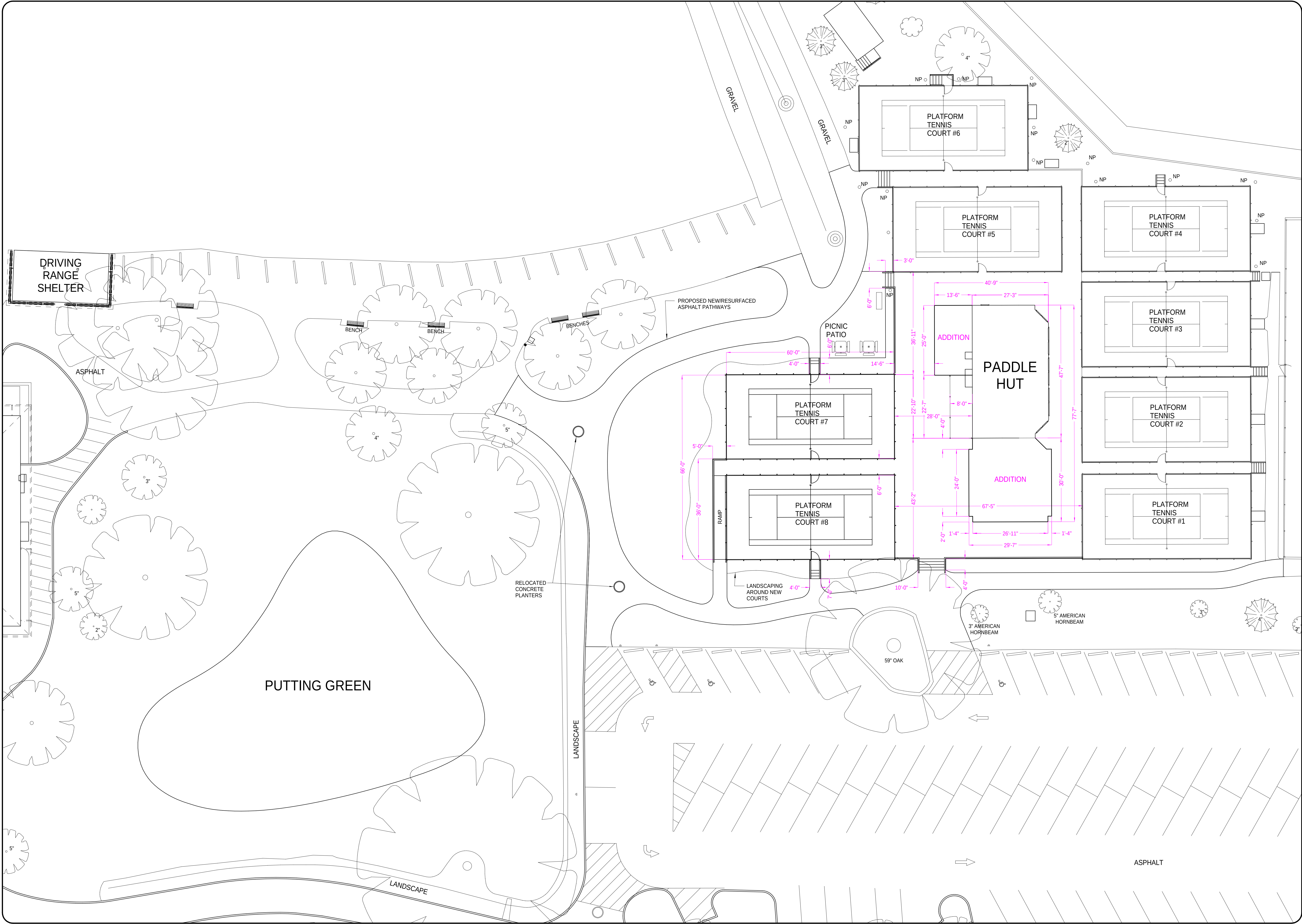
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RICHARD M. SCHRAM

DATE:
AUGUST 3, 2021

SCALE:
1" = 15'-0"

SHEET:

SP-1



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BY

NOTES

TITLE

SKOKIE PLAYFIELD
PROPOSED PADDLE TENNIS COURTS SITE PLAN
PROPOSED PHASE 1 & 2
DIMENSIONS

1904

DRAWN BY:
RICHARD M. SCHRAM

DATE:
AUGUST 3, 2021

SCALE:
1" = 15'-0"

SHEET:

SP-1

REMOVALS

Gravel Removal - 533 sq. ft.
Asphalt Removal - 3,063 sq. ft.
Concrete/Ramp Removal - 479 sq. ft.
Asphalt Removal - 1,699 sq. ft.

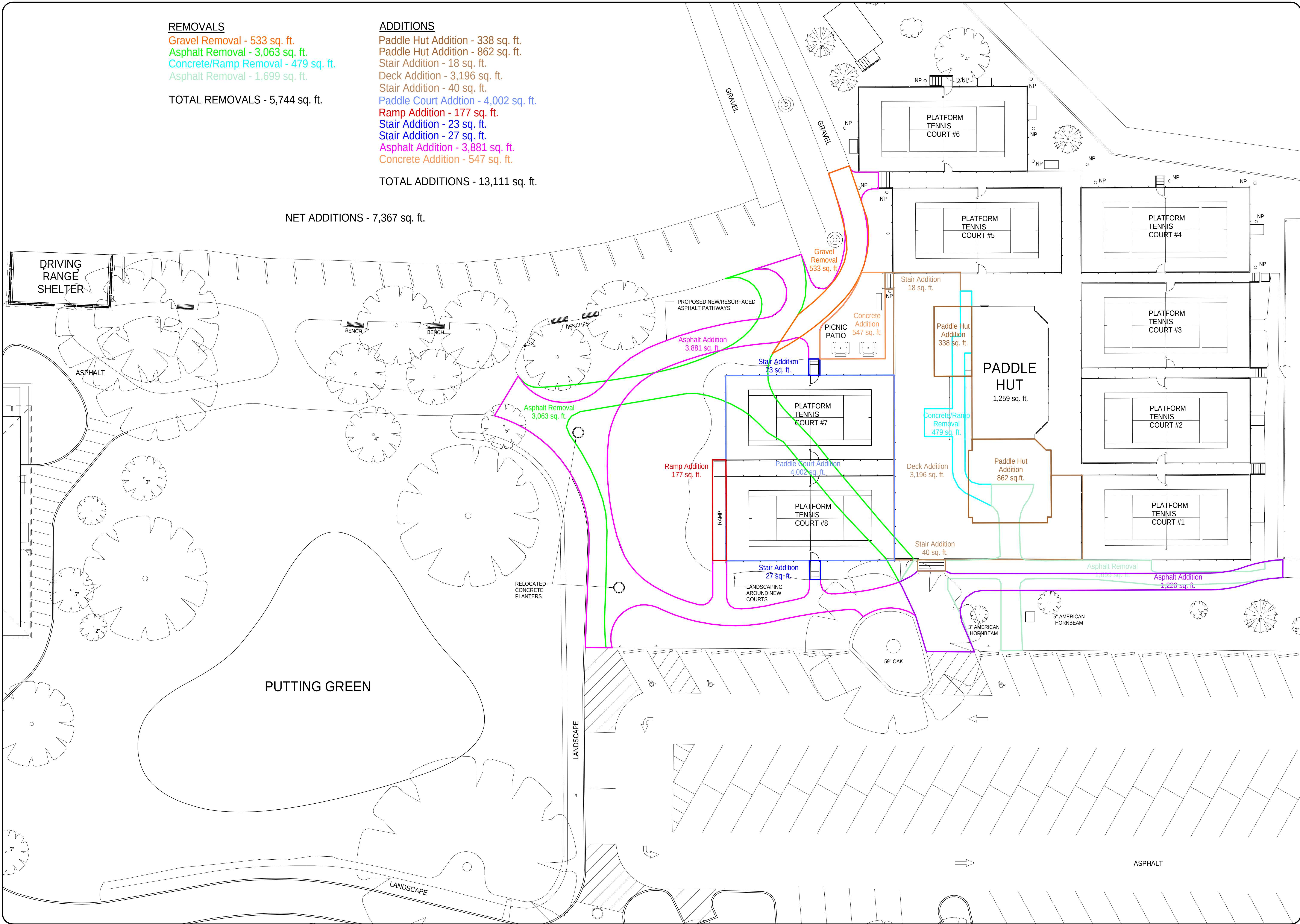
TOTAL REMOVALS - 5,744 sq. ft.

ADDITIONS

Paddle Hut Addition - 338 sq. ft.
Paddle Hut Addition - 862 sq. ft.
Stair Addition - 18 sq. ft.
Deck Addition - 3,196 sq. ft.
Stair Addition - 40 sq. ft.
Paddle Court Addition - 4,002 sq. ft.
Ramp Addition - 177 sq. ft.
Stair Addition - 23 sq. ft.
Stair Addition - 27 sq. ft.
Asphalt Addition - 3,881 sq. ft.
Concrete Addition - 547 sq. ft.

TOTAL ADDITIONS - 13,111 sq. ft.

NET ADDITIONS - 7,367 sq. ft.



REVISIONS

BY

NOTES

TITLE

SKOKIE PLAYFIELD
PROPOSED PADDLE TENNIS COURTS SITE PLAN
PROPOSED PHASE 1 & 2
SQUARE FOOTAGES



DRAWN BY:
RICHARD M. SCHRAM

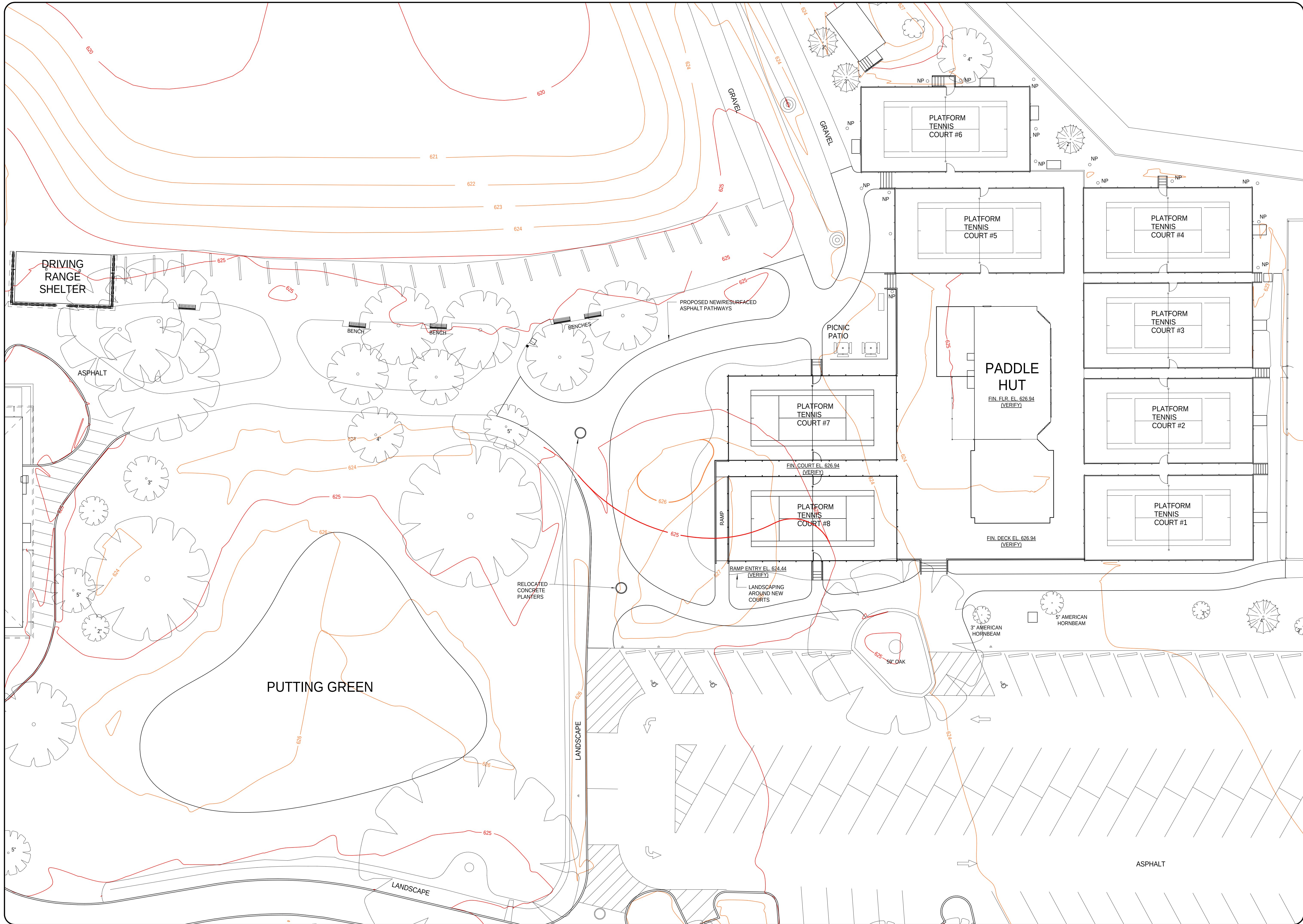
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AUGUST 3, 2021

SCALE:
1" = 15'-0"

SHEET:
SP-1

PC Agenda Packet Page 35

Agenda Packet 165



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TITLE

SKOKIE PLAYFIELD
PROPOSED PADDLE TENNIS COURTS SITE PLAN
PROPOSED PHASE 1 & 2
ELEVATIONS

DRAWN BY

RICHARD M. SCHRAM

DATE

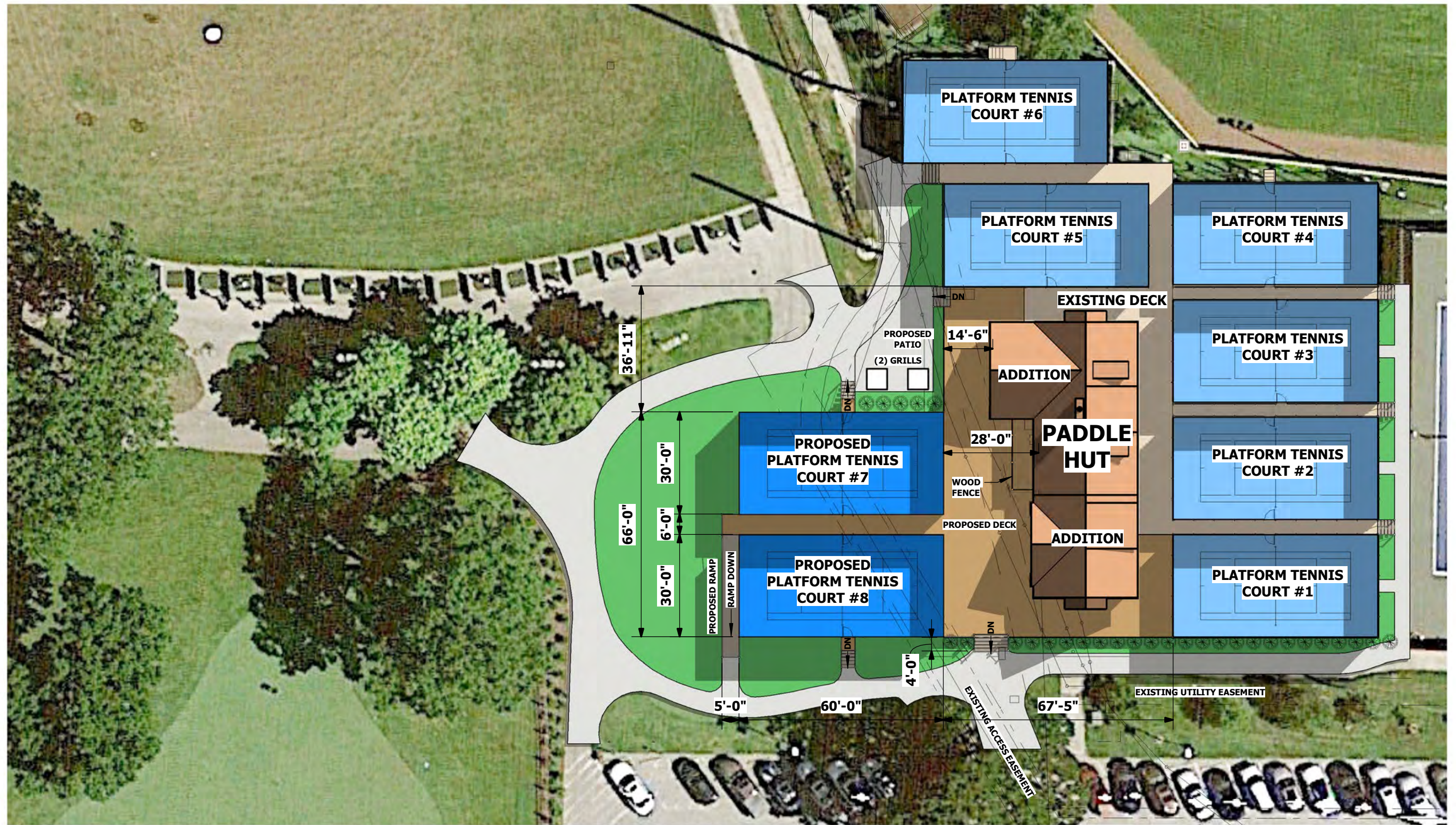
AUGUST 3, 2021

SCALE

1" = 15'-0"

SHEET

SP-1



SITE PLAN.



AERIAL VIEW 1

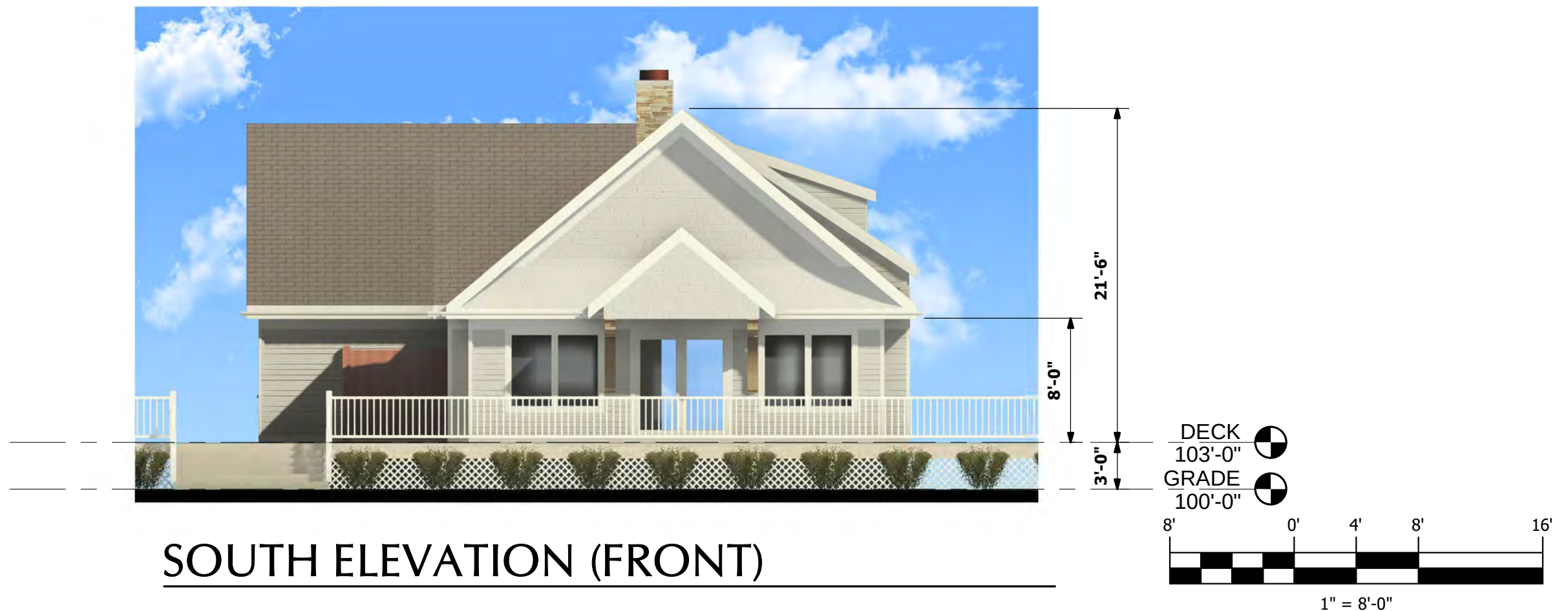


AERIAL VIEW 2



NOTE:
ALL EXTERIOR MATERIALS
AND COLORS SHALL MATCH
THE EXISTING BUILDING
INCLUDING SIDING, ROOF
COVERING, WINDOW/DOOR
TRIM, BUILDING TRIM,
FASCIA, FRIEZE, SOFFITS,
GUTTERS AND DOWNSPOUTS.

NORTH ELEVATION (REAR)



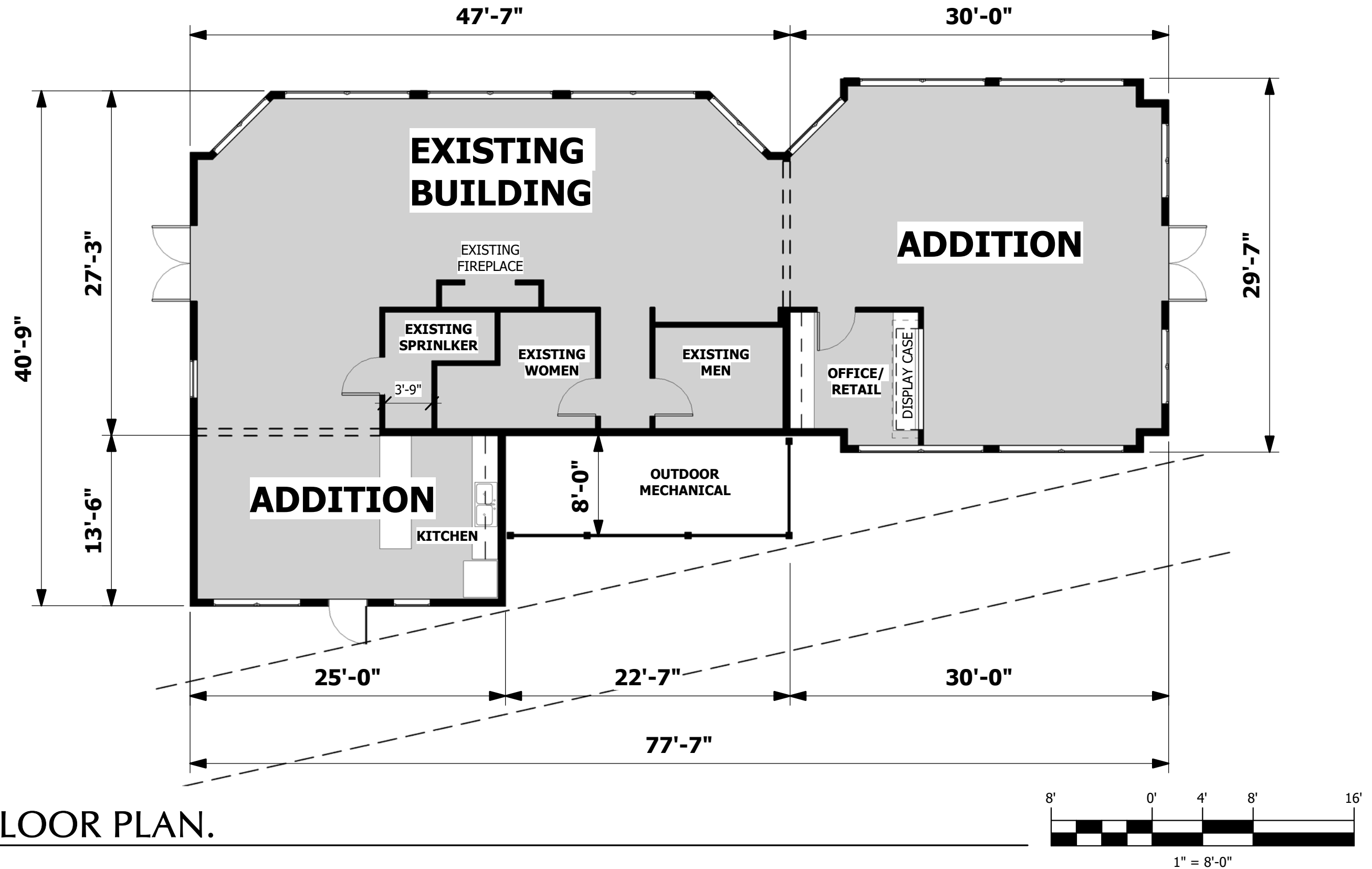
SOUTH ELEVATION (FRONT)



EAST ELEVATION



WEST ELEVATION



AN ORDINANCE GRANTING A SPECIAL USE PERMIT FOR THE CONSTRUCTION OF AN ADMINISTRATION BUILDING FOR THE WINNETKA PARK DISTRICT (490 Hibbard)

WHEREAS, the Winnetka Park District is the owner of the following described real estate (the “Subject Property”):

The South half of the Northeast Quarter of the Northeast Quarter of Section 19, Township 42 North, Range 13, East of the Third Principle Meridian in the Village of Winnetka, Cook County, Illinois

commonly known as 490 Hibbard, Winnetka, Illinois, which is located in the R-2 Single-Family Residential Zoning District provided in Winnetka Zoning Ordinance, Title 17 of the Winnetka Village Code; and

WHEREAS, Subject Property is a 135-acre parcel that is part of the Skokie Play Fields, and is improved, in part, with a paddle hut located behind the A.C. Nielsen Tennis Center, which is on the west side of Hibbard Road north of Oak Street; and

WHEREAS, pursuant to Section 17.56.010 of the Winnetka Zoning Ordinance, the Winnetka Park District has applied for an amendment to its existing special use permit, to allow the construction of a new paddle tennis hut that will have a larger footprint and will be located just to the west of the existing hut; and

WHEREAS, the proposed new paddle hut will replace the existing 496-square foot paddle tennis hut with a 1,439-square foot building that will include a meeting and viewing room, a kitchen, a fireplace, and men’s and women’s restrooms that comply with the Americans With Disabilities Act; and

WHEREAS, the proposed new facility will also include a 1,550-square foot deck around the building, replacing an existing 680-square foot deck; and

WHEREAS, on March 29, 2004, pursuant to due notice thereof, the Zoning Board of Appeals conducted a public hearing on the requested special use and, by the unanimous vote of the six members of the Board then present, has reported to the Council, recommending that the requested special use be granted; and

WHEREAS, the proceedings of the Zoning Board of appeals complied with all applicable procedural requirements, including allowing the cross-examination of witnesses by interested parties, as provided in the rules of the Zoning Board of Appeals; and

WHEREAS, on March 18, 2004, on due notice thereof, the Design Review Board considered the proposed building plans and issued favorable comment on the proposed design; and

WHEREAS, on February 25, 2004, pursuant to due notice thereof, the Plan Commission considered the special use application and, by the favorable vote of seven of the nine members then present, with one member opposed and one member abstaining, found that the proposed special use is consistent with the Comprehensive Plan, *Winnetka 2020*; and

WHEREAS, although the Plan Commission made favorable findings, the members expressed some concern about the impact of the expanded building on parking and suggested that further information be gathered regarding parking demands and the adequacy of the existing parking facilities; and

WHEREAS, the Village Council accepts the Plan Commission’s finding that the proposed special use is consistent with the Comprehensive Plan’s goals of preserving or expanding the quantity, quality and distribution of open space and recreational opportunities, and of protecting the Village’s natural features and environmental resources; and

WHEREAS, the Village Council accepts the Plan Commission’s finding that the proposed special use is consistent with the Winnetka Comprehensive Plan’s Village Character and Appearance Objective of encouraging organizations in their efforts to beautify the Village and of using high quality design materials when constructing public improvements; and

WHEREAS, the Village Council accepts the Plan Commission’s finding that the proposed special use is consistent with the Winnetka Comprehensive Plan’s Village Parks, Open Space, Recreation and Environment Objective of supporting the development of recreational facilities to meet the needs of residents of all ages; and

WHEREAS, the Village Council accepts the Plan Commission’s finding that the proposed special use is consistent with the recommendation stated in Section 4.3.6 of the Comprehensive Plan to ensure that proposals do not have an adverse impact on the residential character of the surrounding residential neighborhoods; and

WHEREAS, the Village Council accepts the Plan Commission’s finding that the proposed special use is consistent with the recommendation stated in Section 4.3.6 of the Comprehensive Plan to cooperate with the Winnetka Park District in achieving the District’s goal of providing Village residents with high quality recreational programs and open space; and

WHEREAS, the Village Council accepts the Plan Commission’s finding that the proposed special use is consistent with the recommendation stated in Section 4.3.6 of the Comprehensive Plan to work with the Park District to minimize the impact of existing programs on adjacent neighborhoods; and

WHEREAS, the Village Council accepts the Plan Commission’s finding that the proposed special use is consistent with the recommendation stated in Section 4.3.6 of the Comprehensive Plan to coordinate planning for any new facilities and programs to balance recreational needs of the community with the residential character of the surrounding neighborhood; and

WHEREAS, the Village Council accepts the Plan Commission’s finding that the proposed special use is consistent with the recommendation stated in Section 4.3.6 of the Comprehensive Plan to ensure that street and parking infrastructure are adequate and that other ancillary effects such as artificial lighting, noise and water run-off are held to acceptable levels, subject to the concerns expressed by the Plan Commission about potential negative impacts on the parking; and

WHEREAS, the proposed paddle hut will not be detrimental to the public health, safety, comfort, morals or general welfare of the Village, in that the proposed tennis hut is necessary to the operation of the Winnetka Park District and the provision of services to Winnetka residents, and the expanded, improved tennis hut will enable the paddle tennis program to continue, while providing ADA-compliant multi-purpose facilities; and

WHEREAS, the proposed paddle hut will not be substantially injurious to the use and enjoyment of other property in the immediate vicinity, nor will it substantially diminish or impair property values in the immediate vicinity, as the proposed addition will not alter the existing use of the Subject Property and will be located along the west side of the A. C. Nielsen Tennis Center, set well back from Hibbard Road and from the nearest residential property line; and

WHEREAS, the proposed paddle hut will not impede the normal and orderly development or improvement of other property in the immediate vicinity for uses permitted under applicable zoning regulations in that: (a) the size of the hut is small in relation to both the size of the Skokie Play Fields and to the established Park District facilities on the Subject Property; (b) the proposed paddle hut is consistent with the established use of the Subject Property; and (c) the proposed paddle hut is not in close proximity to any residential properties; and

WHEREAS, subject to the terms and conditions set forth in Section 3 of this ordinance, there is adequate parking on the Subject Property for the proposed paddle hut; and

WHEREAS, subject to the terms and conditions set forth in Section 3 of this ordinance, the proposed paddle hut will not alter the amount of parking on or the ingress or egress to the Subject Property, nor will it have a negative impact to vehicular or pedestrian traffic on the surrounding street system, in that the facility will be used from September 15 through April and thus will not coincide with the golf season, which ends at the end of September; and

WHEREAS, adequate utilities, access roads, drainage and other facilities necessary to the existing special use already exist on the Subject Property, and the proposed tennis hut will not require any additions to such facilities, as they will be attached to the A. C. Nielsen Tennis Center; and

WHEREAS, subject to the terms and conditions set forth in Section 3 of this ordinance, the special use will, in all other respects, conform to the applicable regulations of this and other Village ordinances and codes.

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

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

SECTION 2: Pursuant to Section 17.56.010 of the Zoning Ordinance, Title 17 of the Winnetka Village Code, the special use permit for the Subject Property, which is located in the R-2 Single-Family Residential Zoning District provided in said Zoning Ordinance, and is commonly known as 490 Hibbard Road, is hereby amended to permit the Winnetka Park District to replace the existing paddle hut with an enlarged tennis hut that will be located just to the west of the existing hut, near the rear of the A. C. Nielsen Tennis Center building, in accordance with the site plans and elevations submitted with the application for special use permit.

SECTION 3: The amended special use permit granted by this Ordinance is subject to the following terms conditions:

- A. The construction of the paddle hut shall commence within 12 months after the date of the adoption of this Ordinance.
- B. The parking for the enlarged paddle hut shall be re-evaluated by the Village Council in one year to determine whether it is adequate for the additional uses proposed for the paddle hut.
- C. The Park District shall monitor parking related to all uses of the paddle tennis hut through one complete season and shall report its findings to the Village Council. The report shall identify (i) any increases in parking demand resulting from the enlarged and enhanced use of the paddle hut and (ii) any conflicting demands for parking between the enlarged and enhance paddle hut and other activities on the Subject Property.

SECTION 4: Pursuant to Section 17.56.010(G) of the Zoning Ordinance, all stipulations, conditions and restrictions set forth in this Ordinance as part of the terms under which the special use is granted, may be modified or revised from time to time by the Village Council following public notice and hearing, using the same procedures set forth in the Zoning Ordinance or processing the original special use application.

SECTION 5: This Ordinance shall take effect immediately upon passage, approval and posting.

ADOPTED this 20th day of April, 2004, pursuant to the following roll call vote:

AYES: Trustees Abell, Eilers, Greenough, Ritchell and Tucker

NAYS: None

ABSENT: Trustee Webster

APPROVED this 20th day of April, 2004.

Signed:

//s//Michael F. Duhl

Village President

Countersigned:

//s//Douglas G. Williams

Village Clerk

Introduced: Waived

Posted: __

Passed and Approved: April 20, 2004

Posted: April 21, 2004

ORDINANCE NO. M-12-2007

AN ORDINANCE GRANTING A SPECIAL USE PERMIT TO ALLOW THE WINNETKA PARK DISTRICT TO CONSTRUCT TWO ADDITIONAL PLATFORM TENNIS COURTS (490 Hibbard)

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; and

WHEREAS, the Council of the Village of Winnetka ("Village Council") find that establishing and applying standards for the use and development of lands and buildings within the Village are matters pertaining to the affairs of the Village; and

WHEREAS, the Winnetka Park District is the beneficial owner of the following described real estate (the "Subject Property"), which is commonly known as 490 Hibbard, Winnetka, Illinois:

The South half of the Northeast Quarter of the Northeast Quarter of Section 19, Township 42 North, Range 13, East of the Third Principal Meridian in the Village of Winnetka, Cook County, Illinois; and

WHEREAS, the Subject Property is located in the R-2 Single-Family Residential District provided in Chapter 17.24 of the Winnetka Zoning Ordinance, Title 17 of the Winnetka Village Code; and

WHEREAS, the Winnetka Park District is a body corporate and politic of the State of Illinois and operates a tennis complex on the Subject Property, which is a 135-acre parcel that is part of the Skokie Play Fields, and is improved, in part, with a paddle hut and four platform tennis courts that are located north of Oak Street on the west side of Hibbard Road and behind the A.C. Nielsen Tennis Center; and

WHEREAS, park facilities are permitted as special uses in the R-2 Single-Family Residential District, subject to the conditions and requirements pertaining to special uses, as set forth in Chapter 17.56 of the Winnetka Zoning Ordinance; and

WHEREAS, the Winnetka Park District ("Applicant") has filed an application for an amendment to its existing special use permit pursuant to Section 17.56.010 (I) of the Winnetka Zoning Ordinance, to allow the construction of two additional platform tennis courts to the north and west of the existing four-court complex at Skokie Playfield; and

WHEREAS, the proposed addition to the platform tennis facilities will add a total of 3,996 square feet of lot coverage, consisting of 1,800 square feet for each of the two new courts, 376 square foot for a new elevated pathway and 20 square feet of access steps between the two new courts; and

WHEREAS, the small area to be covered by the proposed new facilities is not immediately in the public view and is located in a part of the Subject Property that has little other use, thereby preserving larger, more visible expanses of open space; and

WHEREAS, on May 17, 2007, on due notice thereof, the Design Review Board considered the design of the proposed improvements and the four members then present issued favorable comment on the design of the additional courts and suggested minor changes to the landscaping plan; and

WHEREAS, on June 11, 2007, on due notice thereof, the Zoning Board of Appeals held a public hearing to consider the amendment to the special use permit for the proposed new platform tennis courts, and by the unanimous vote of the Board's seven members, has recommended that the requested special use permit be granted; and

WHEREAS, no owners of property located within 250 feet of the Subject Property have filed written objections to the special use application; and

WHEREAS, on June 27, 2007, on due notice thereof, the Plan Commission convened to consider the proposed additional facilities, at which time 10 members of the Plan Commission were present; and

WHEREAS, the Applicant's representative member of the Plan Commission recused himself from the consideration of the application, whereupon the remaining nine members considered the requested special use and, by the favorable vote of eight of the nine participating members, found the proposed special use to be consistent with the Comprehensive Plan, *Winnetka 2020*, and have reported to the Council recommending that the special use be granted; and

WHEREAS, the proposed special use is consistent with the Comprehensive Plan's objective to ensure that commercial, institutional and residential development is appropriate to the character of, and minimizes the adverse impact on, its surrounding neighborhood, in that the additional courts are set away from the street and away from the single family residential properties in the neighborhood, and the design of the new facilities is consistent with the design of the existing platform tennis court facilities; and

WHEREAS, the proposed special use is consistent with the Comprehensive Plan's objective to use high quality design and materials when constructing public improvements; and

WHEREAS, the proposed special use is consistent with the Comprehensive Plan's objective to support the development of recreational facilities to meet the needs of residents of all ages, in that the new courts will increase the number of platform tennis courts by 50%; and

WHEREAS, the proposed special use is consistent with the Comprehensive Plan's objective to engage in a public process that balances institutional goals and minimizes any adverse impact to the character of the adjacent residential neighborhood; and

WHEREAS, the proposed special use is consistent with the objective to foster greater cooperation among all institutions in the joint use of their recreational facilities; and

WHEREAS, the Village Council accepts the Plan Commission's finding that the proposed special use is consistent with the recommendations stated in Section 4.3.6 of the Comprehensive Plan to cooperate with the Winnetka Park District in achieving the

District's goal of providing Village residents with high quality recreational programs and open space, to work with the Park District to minimize the impact of existing programs on adjacent neighborhoods, and to coordinate planning for new facilities and programs to balance recreational needs of the community with the residential character of the surrounding neighborhood; and

WHEREAS, the Council finds that the proposal to construct two new platform tennis courts and related walkway and stairs is consistent, overall, with the Comprehensive Plan, *Winnetka 2020*; and

WHEREAS, the special use will not impede the normal and orderly development and improvement of other property in the immediate vicinity for uses permitted by right in the zoning district, nor will it substantially diminish or impair property values in the immediate vicinity, as the proposed new platform tennis courts will not alter the existing use of the Subject Property and are not in close proximity to any of the single family residential uses in the neighborhood; and

WHEREAS, adequate parking, utilities, access roads, drainage and other facilities necessary for the operation of the special use either exist or will be provided, in that the Subject Property is served by all utilities, the new courts have been designed to address current usage needs and the parking and site access will remain the same; and

WHEREAS, the proposed new platform tennis courts will not be substantially injurious to the use and enjoyment of other property in the immediate vicinity, in that the Park District is an established presence in the neighborhood, the proposed new tennis courts will alleviate crowded conditions at the platform tennis court facility, and the expanded facilities will not be in close proximity to any of the single family residential uses in the neighborhood; and

WHEREAS, the special use in all other respects conforms to the applicable regulations of the Winnetka Zoning Ordinance and other Village ordinances and codes; and

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

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

SECTION 2: That, pursuant to Sections 17.56.010 of the Winnetka Zoning Ordinance, Title 17 of the Winnetka Village Code, a special use permit is hereby granted with respect to the Subject Property, which is located in the R-2 Single-Family Residential Zoning District, to allow the construction of two new platform tennis courts to the north and west of the existing four-court complex at Skokie Playfield.

SECTION 3: That, pursuant to Section 17.56.010 (G) of the Winnetka Zoning Ordinance, all stipulations, conditions and restrictions set forth in this Ordinance as part of the terms under which the special use is granted, may be modified or revised from time to time by the Village Council following public notice and hearing, using the same procedures set forth in the Zoning Ordinance for processing the original special use application.

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

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

PASSED this 7th day of August, 2007, pursuant to the following roll call vote:

AYES: Trustees Behles, Berger, Eilers, Poor, Ritchell, Tucker

NAYS: None

ABSENT: None

APPROVED this 7th day of August, 2007.

Signed:

//s//Edmund C. Woodbury

Village President

Countersigned:

//s//Douglas G. Williams

Village Clerk

Introduced: July 17, 2007

Posted: July 18, 2007

Passed and Approved: August 7, 2007

Posted: August 9, 2007

ATTACHMENT 3

Minutes adopted 10.11.2021

WINNETKA ZONING BOARD OF APPEALS EXCERPT OF MEETING MINUTES SEPTEMBER 13, 2021

Zoning Board Members Present: Matt Bradley, Chairman
Kate Casale MacNally
Kimberly Handler
Todd Vender
Max Weigandt

Zoning Board Members Absent: Lynn Hanley
Mike Nielsen

Village Staff: David Schoon, Director of Community Development
Ann Klaassen, Senior Planner

Village Attorney: Andrew Fiske

Case No. 21-30-SU: 490 Hibbard Road: An application submitted by the Winnetka Platform Tennis Club and the Winnetka Park District seeking approval of an amendment to an existing special use permit, which allowed the construction of two additional platform tennis courts and additions to the existing paddle hut at 490 Hibbard Road. The Village Council has final jurisdiction on this request.

Mr. Weigandt recused himself from the discussion. Ms. Klaassen described the Park District's request and the current facilities. She then identified the property's location, zoning classification and described the uses allowed in the district as a special use. Ms. Klaassen noted the platform tennis courts were built in 1978 and in 2004 and 2017, the Village Council approved amendments to the special use to allow the paddle hut and two additional courts. She identified the location of the two additional platform tennis courts and their dimensions which measure approximately 1,100 square feet. She also noted that the proposed improvements comply with the zoning regulations and noted the hours of operation would not change. Ms. Klaassen noted there have not been capacity issues and referred to renderings of the proposed improvements. She then stated construction would occur in two phases beginning in the fall with the second phase beginning in two to five years. Ms. Klaassen noted the request would have to comply with the Village Flood Hazard Protection Ordinance and storm water regulations. She stated the Plan Commission would also consider the special use permit at their next meeting. Ms. Klaassen noted no public correspondence was received and following Board discussion and public comment, a Board Member may make a recommendation to approve or deny the request with one recommended condition for the Village Council to grant approval to allow construction to the paddle hut additions and deck expansion to occur within five years after approval of the special use. She then asked if there were any questions.

Ms. Casale MacNally asked if construction of the additions would take any of the existing platform courts out of commission. Ms. Klaassen stated the applicant can respond.

Chairman Bradley asked if there were any public comments. He then swore in those speaking to this matter. Colin Cross, Platform Tennis Club President, described the growth of the platform tennis club due to the operation at the facility. He stated they use fundraising to run the leagues and would raise funds

1 to build the new courts. Mr. Cross informed the Board they had a record number of new members last
2 year and described the unique opportunity paddle tennis clubs provide.

3
4 Costa Kutulas from the Park District described the proposed expansion of the hut, which would help with
5 retail and staff space as well as the larger kitchenette and event space. He stated it would match the
6 current design elements and provided illustrations and views to the Board while further describing the
7 proposed project. Mr. Kutulas stated the standards were addressed in the application and described how
8 the courts would be used and offset during construction. He then asked if there were any questions.

9
10 Chairman Bradley asked if construction in the summer would affect golf course parking. Mr. Kutulas
11 described how parking and construction would be managed so it would not impact parking for the golf
12 course, he also described the sequencing for the two phases. Ms. Casale MacNally asked what would
13 happen if they did not raise enough funds for phase two. Mr. Kutulas responded they would have to come
14 back before the Board to ask for an extension.

15
16 Chairman Bradley asked if there were any public comments. No comments were made at this time. He
17 then called the matter in for discussion. Chairman Bradley began by stating the special use standards have
18 been met noting any construction and parking issues have been addressed and he is in favor of the
19 request. Ms. Handler stated she was also in favor. Ms. Casale MacNally explained that this request was
20 not a no-brainer for her. She explained that she is concerned with the ups and downs of the membership
21 and the ability to raise the necessary funds to complete the project, but her concerns have been
22 addressed. Mr. Vender stated he is also in favor of the request.

23
24 Chairman Bradley then asked for a motion to recommend approval with the conditions stated on page
25 10. Ms. Casale MacNally moved to recommend approval of the amendment to the existing special use.
26 Ms. Handler seconded the motion. A vote was taken and the motion unanimously passed, 4 to 0:

27 AYES: Bradley, Casale MacNally, Handler, Vender
28 NAYS: None
29 RECUSED: Weigandt

30
31 ***

ATTACHMENT 4

WINNETKA PLAN COMMISSION EXCERPT OF MEETING MINUTES SEPTEMBER 22, 2021

Members Present:

Bridget Orsic, Chairperson
Jonathan Alt
Mamie Case
Layla Danley
Liz Kunkle

Members Absent:

Matthew Bradley
John Golan
John Swierk
Jay Vanderlaan

Village Staff:

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

Case No. 21-30-SU: 490 Hibbard Road – Winnetka Park District: An application submitted by the Winnetka Platform Tennis Club and the Winnetka Park District seeking approval of an amendment to an existing special use permit, which allowed the construction of two additional platform tennis courts, to allow construction of two additional platform tennis courts and additions to the existing paddle hut at 490 Hibbard Road. The Village Council has final jurisdiction on this request.

Ms. Klaassen described the request for the special use amendment to the Commission and identified the property's location and zoning classification. She stated the applicant's use of the site is consistent with the Comprehensive Plan land use and zoning district designations. Ms. Klaassen stated in 2004 and 2007, amendments were approved to allow the construction of additional paddle huts and she identified their location along with the location of the two additional paddle huts and their measurements of approximately 1,000 square feet. She stated the hours and use of the facilities would not change as a result of the proposed improvements and noted the expansion is due to an increase in demand for the sport and club membership. Ms. Klaassen also identified the programming offered by the tennis club and its shared use with the golf course with there being no issues with shared parking. She noted the proposed courts would be lit with the lighting being far removed from the residential areas. Ms. Klaassen also stated the project would be constructed in two phases since fundraising would be used to fund the project with the hope to begin phase one construction in the fall with phase two being done in the next 2-5 years. She informed the Commission the project must comply with the flood plain regulations and storm water requirements and informed the Commission the ZBA voted 4:0 with one recusal to recommend approval with the DRB considering a Certificate of Appropriateness at their next meeting followed by all of the recommendations going to the Village Council for final consideration.

Ms. Klaassen then outlined the Commission's role in connection with the request and stated after the applicant's presentation and Commission discussion, a Commission Member may make a motion to recommend approval or denial of the request as outlined on page nos. 10 and 11. She noted no written comment was received and asked if there were any questions.

Chairperson Orsic also asked if there were any questions. No questions were raised at this time. She

1 then swore in those speaking to this matter.

2
3 Costa Kutulus, Winnetka Park District Director of Parks and Operations and Colin Cross, President of the
4 Platform Tennis Club, introduced themselves to the Commission. Mr. Cross described the platform
5 tennis club's history and construction of the two additional platform tennis courts. He also described the
6 platform tennis club's and court use's growth and demand. Mr. Cross informed the Commission of their
7 fundraising plans to raise money for the two phase project construction. Mr. Kutulas then asked if there
8 were any questions.
9

10 Ms. Danley questioned parking and use during construction. Mr. Kutulas responded the hours would be
11 limited during certain times of the day and referred to the small expansion lot which can be used for
12 parking. He indicated there would be minimal parking concerns and they would have the ability to adapt
13 to any parking issues. Ms. Case asked if the practice green would be relocated and Mr. Kutulas
14 responded it would be relocated and replaced in the future with a more lavish and appropriate chipping
15 green. He then referred to an illustration to explain the improvements. Mr. Alt questioned the
16 fundraising plans for the paddle hut. Mr. Cross referred to an illustration identifying the paddle hut,
17 decking and tennis court expansion. He also identified the decking circulation patterns.
18

19 Chairperson Orsic asked if there were any other questions. She questioned the estimated cost for phase
20 2. Mr. Cross responded they do not yet have a full estimate of the cost which would depend on the
21 members. He then described the fundraising components which are dependent on certain factors which
22 they hope to complete between two to five years. Ms. Case stated the special use permit normally has a
23 sunset and asked if the applicant would have to come back in connection with phase 2. Mr. Schoon
24 responded normally special use permits would expire in 18 months and the Village Council can grant an
25 extension for a period longer than that and for any conditions which may change during that time
26 period. He also confirmed if substantive changes are made to the plan, the applicant would have to
27 come back before the Commission. Mr. Schoon informed the Commission the Village staff had no
28 concerns with regard to the request.
29

30 Chairperson Orsic asked if there were any other questions. No additional questions were raised at this
31 time. She then called the matter in for discussion.

32 Ms. Danley stated in connection with the issues normally considered by the Commission, the request
33 would be a benefit to the community and she is in favor of approving the special use permit
34 amendment. She referred to standard nos. 2(b) and (e) which were addressed and are not a concern.
35 Ms. Case agreed with Ms. Danley's comments and stated all of the standards have been met. Ms. Kunkle
36 stated her primary concern related to the flood plain regulations being met and commented it would be
37 a great addition to the Village and a thoughtful proposal. Mr. Alt agreed the biggest concern related to
38 drainage which has been addressed and it would be a great addition to the Village. Chairperson Orsic
39 agreed with the comments made and stated the request met all of the standards.
40

41 Chairperson Orsic then asked for a motion. Ms. Danley moved to recommend approval of the requested
42 amendment to the existing special use permit granted by Ordinance M-12-2007 to allow construction of
43 two additional platform tennis courts and additions to the existing paddle hut for the Winnetka Park
44 District and Winnetka Platform Tennis Club on the subject property as outlined in the findings of fact on
45 page nos. 10 and 11. She also moved to recommend approval of the expansion of the platform tennis
46 facilities under condition no. 1. Mr. Alt seconded the motion. A vote was taken and the motion
47 unanimously passed:

48 AYES: Alt, Case, Danley, Kunkle, Orsic

1 NAYS: None
2
3

DRAFT

ATTACHMENT 5

Minutes adopted 10.21.2021

**Winnetka Design Review Board/Sign Board of Appeals
Excerpt of Special Meeting Minutes
September 29, 2021**

Members Present:

Kirk Albinson, Chairman
Michael Klaskin
Paul Konstant
Katie Moor
Michael Ritter

Members Absent:

Maggie Meiners

Village Staff:

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

Case No. 21-30: 490 Hibbard Road – Winnetka Park District: Certificate of Appropriateness to allow construction of two additional platform tennis courts and additions to the existing paddle hut at 490 Hibbard Road.

Colin Cross, Winnetka Platform Tennis Club President, provided the Board with the background surrounding the tennis courts and paddle hut additions. He stated they are over capacity and described the growth they have experienced. Mr. Cross then described the proposed additions and the need for the courts.

Costa Kutulus, Winnetka Park District Director of Parks and Maintenance, described the proposed paddle hut additions and expansion and its use in terms of the Park District's programming. He referred to illustrations and renderings identifying the courts and facilities expansion. Mr. Kutulus also stated the materials to be used would match the existing materials and those in the previous expansion. He described the decking to be changed and asked if there were any questions relating to the design concept or layout.

Mr. Klaskin questioned the V-shape and east facing wall and Mr. Kutulus described how they arrived at that presentation. Mr. Cross informed the Board the project would be done in two different phases which would be paid for with fundraising and referred to the special use permit amendment. Chairman Albinson asked if there were any other questions. No additional questions were raised at this time.

The Board Members agreed the request is straightforward. Chairman Albinson then asked if there were any public comments. No comments were made at this time. Chairman Albinson then asked for a motion.

Mr. Ritter moved recommend approval of a Certificate of Appropriateness to approve the application as presented. Mr. Klaskin seconded the motion. A vote was taken and the motion unanimously passed:

AYES: Albinson, Klaskin, Konstant, Moor, Ritter

NAYS: None
