

**Winnetka Village Council
REGULAR VIRTUAL MEETING**

Zoom
February 2, 2021
7:00 PM

AGENDA

In accordance with social distancing requirements and Governor Pritzker's Executive Orders 2020-43 and 2020-44, and Section 7(e) of the Illinois Open Meetings Act, the Winnetka Village Council meeting on Tuesday, February 2, 2021 will be held virtually. The meeting will be livestreamed via the Zoom platform. At least one representative from the Village will be present at Village Hall in compliance with Section 7(e) of the Illinois Open Meetings Act, and the virtual meeting will be simulcast at Village Hall for members of the public who do not wish to view the virtual meeting from another location. Pursuant to Executive Orders 2020-43 and 2020-44 issued by the Governor, the number of people who may gather at Village Hall for the meeting is limited due to the mandated social distancing guidelines. Accordingly, the opportunity to view the virtual meeting at Village Hall is available on a "first come, first-served" basis.

The public has two options for observing and participating in this virtual Village Council meeting including the ability to provide oral comments during the meeting. To facilitate an efficient meeting, public comments submitted in advance are encouraged.

- 1) Telephone (audio only Call 312-626-6799), when prompted enter the Meeting ID – 93448301469 (Please note there is no additional password or attendee ID required)
- 2) Livestream (both audio and video feed) Download the Zoom meetings app to your smartphone, tablet or computer and then join Meeting ID: 93448301469. Event Password: VC020221

Public comments should be emailed to contactcouncil@winnetka.org. Public comments received by 6:45 p.m. on Tuesday, February 2, 2021 will be read at the appropriate time during the meeting. General comments for matters not on the agenda will be read at the beginning of the meeting under the Public Comment agenda item. Comments specific to a particular agenda item will be read during the discussion of that agenda item. The Village will attempt to have comments received after the meeting has started read at the end of the meeting. Public comment is limited to 200 words or less. Public comments should contain the following information:

- In the subject line – "Village Council Meeting Public Comment"
- Name
- Address (optional)
- Phone (optional)
- Organization or agency representing, if applicable
- General comment or comment on topic of specific agenda item number

All emails received will be acknowledged either during or after the meeting, depending on when they are received. If you do not have access to email, you may leave a message with your public comment at the Village Manager's office at 847-716-3541 or mail to Village Clerk, Village of Winnetka, 510 Green Bay Road, Winnetka, IL 60093.

Winnetka Village Council
REGULAR VIRTUAL MEETING
Village Hall
510 Green Bay Road
February 2, 2021
7:00 p.m.

AGENDA

- 1) Call to Order
- 2) Pledge of Allegiance
- 3) Quorum
 - a) February 9, 2021 Study Session
 - b) February 16, 2021 Regular Meeting
 - c) March 2, 2021 Regular Meeting
- 4) Public Comment
- 5) Reports
- 6) Approval of Agenda
- 7) Consent Agenda
 - a) Approval of Village Council Minutes
 - i) January 12, 2021 Study Session..... 3
 - b) Approval of Warrant List dated January 15, 2021 – January 28, 2021 9
 - c) Resolution No. R-13-2021: Purchase of Police Vehicle (Adoption)..... 10
 - d) Resolution No. R-14-2021: Approving a Fifth Amendment to a License Agreement with New Cingular Wireless PCS (Adoption) 24
 - e) Resolution No. R-15-2021: Approving Change Order #1 – Street Rehabilitation Program (Adoption)..... 49
 - f) Resolution No. R-16-2021: Emergency Snowplowing Shared Services Agreement (Adoption)..... 57
 - g) Resolution Nos. R-17-2020 and R-18-2020: Establishing Manager & Department Head Salaries (Adoption) 76

- 8) Ordinances and Resolutions
 - a) Ordinance No. M-5-2021: 928 Green Bay Road – Kaehler Design Special Use Permit Renewal (Introduction / Adoption).....82
 - b) Resolution No. R-19-2021: Extension of Lakeshore Recycling Services Agreement (Adoption).....120
 - c) Resolution No. R-20-2021: 67 Brier Street - Gilchrist Resubdivision Extension of Approval (Adoption).....128
 - d) Resolution No. R-21-2021 - 844 Spruce Street R-O-W License Agreement (Adoption).....150
- 9) Old Business: None.
- 10) New Business: None
- 11) Appointments
- 12) Closed Session
- 13) Adjournment

NOTICE

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

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

**MINUTES
WINNETKA VILLAGE COUNCIL
VIRTUAL STUDY SESSION
January 12, 2021**

(Approved: xx)

A record of a legally convened meeting of the Council of the Village of Winnetka, which was held virtually on the Zoom videoconference platform on Tuesday, January 12, 2021 at 7:00 PM.

- 1) Call to Order. President Rintz called the meeting to order at 7:00 PM; Manager Bahan called the roll. Present: Trustees Robert Apatoff, Jack Coladarci, Andrew Cripe, Robert Dearborn, Penfield Lanphier, and John Swierk. Absent: None. Also present: Village Manager Robert Bahan, Assistant Village Manager Kristin Kazenas, Village Attorney Ben Schuster, Community Development Director David Schoon, Senior Planner Ann Klaassen, and approximately 21 persons in the audience.
- 2) Public Comment. None.
- 3) Demolition Delay for Historic Homes & Single Family Residential Design Guidelines: President Rintz explained that concerns about demolitions were recently raised by several Trustees, prompting him to schedule a discussion about the issue. He noted that his preference would be to wait until the Comprehensive Plan update is completed before taking any action; however, given the increase in demolition requests that involve historic or architecturally important homes, it seems prudent to discuss options at this time.

Mr. Schoon explained that he has studied neighboring communities to gain insight into how they treat preservation of architecturally significant homes. Generally, the methods used are:

- (i) Local landmark designations. These can be honorary with an advisory review status, similar to Winnetka's landmark program; or they may be certified landmarks, which have a binding review process. In Winnetka, only an owner may nominate a property for landmark status and the owner's consent is required for the process. Other communities allow a commission or other entity to nominate a structure for landmark status and do not require the owner's consent for landmark designation.
- (ii) Landmark or historic districts. Since Winnetka does not have historic districts, this option was not studied in detail.
- (iii) Demolition review process. A Certificate of Appropriateness process is used to approve changes to or demolition of a certified landmark; for designated/honorary landmarks and non-landmark buildings, an advisory review is conducted. In Winnetka, the honorary landmark and non-landmarked home demolition process includes:
 - i) application submittal; ii) Landmark Preservation Commission (LPC) conducts a preliminary review and finds that either the demolition may proceed without delay or that a Historic/Architectural Impact Study (HAIS) is required. Upon review of the HAIS, the LPC may approve demolition without delay, or issue a 60-day delay of demolition.

Mr. Schoon reviewed the delay periods of several neighboring communities for designated landmarks and non-landmark homes, with the range in delays starting at 60 days for non-landmarks to up to one year for a certified landmark. Some towns begin the delay period at

the time a demolition application is submitted; in other towns - and in Winnetka - the delay period commences once the findings of the reviewing body are made.

Next, Mr. Schoon reviewed Winnetka's single-family residential design review processes, which consist of: (i) an advisory design review if changes are sought to a designated landmark; and (ii) a binding review for proposed changes to a certified landmark; there is no design review requirement for non-landmarked homes. From 2003 - 2010, the Village formed an ad hoc committee (including then-Trustee Rintz) to study the issue of residential design guidelines with the intent of encouraging home design that is consistent with Winnetka's character. Work on the draft design handbook was halted in 2010. Mr. Schoon reviewed the residential design review processes of three neighboring communities: Lake Bluff, Lake Forest, and Park Ridge. Two of the towns have published design guidelines; all three communities rely on a special commission to review and approve new home design, and all require the review process for new homes and additions/alterations to existing homes. If the Council wishes to conduct further study on the issue of residential design guidelines, Staff recommends determining the following parameters for discussion:

- Which projects would require design review/approval
- Which Village advisory body or bodies would conduct the design review/approval
- What design standard would be required
- What part would zoning variations play in the process
- What documentation would be required by applicants
- How will the public be included in the discussion

President Rintz advised saving the discussion of historic preservation districts for a later time.

As the Trustees discussed the HAIS review process, Trustee Apatoff asked if the Village has a way to confirm claims of homeowners/developers as part of the demolition application process. Mr. Schoon explained that Winnetka does not have such a stipulation but other nearby communities do. Attorney Friedman noted that the Village Code currently gives the LPC authority to ask the Village to complete an HAIS report at the applicant's expense if it determines a submitted HAIS is insufficient; however, this only applies to historically significant homes.

President Rintz called for public comment.

Krzysztof Marzec, 1180 Oakley Avenue. Mr. Marzec advised against increasing the demolition delay period, as the application submittal process can take up to 120 days, and he opined that longer delays will negatively affect property values. He thought that Winnetka would succeed in its preservation objectives using incentives for rehabilitation vs. deterrents to demolition.

Kim Handler, Winnetka resident. Ms. Handler commented that some builders are more interested in tearing down a vintage home and rebuilding rather than doing renovations; however, there are many skilled architects who have experience in modernizing historic homes for today's contemporary living expectations. She stated her support for extending the delay period for demolitions.

Crispin Hales, Winnetka resident. Mr. Hales said the entire property should be considered in a demolition application since there could be historical features on the property as well as in the home.

Beth Ann Papoutsis, Winnetka resident. Ms. Papoutsis said during her tenure as an LPC commissioner, she has seen many beautiful older homes demolished and added that she views architecturally significant homes as an important aspect of the Winnetka community's character. She made several recommendations for incentivizing renovation over demolition to save more vintage homes, and expressed support for increasing the demolition delay for historic and architecturally significant homes.

Chris Enck, Winnetka resident. Mr. Enck said as an LPC commissioner he has seen too many demolitions of vintage homes and he urged the Council to explore incentives for renovations and possible deterrents to unnecessary demolitions.

Vickie Apatoff, 730 Ardsley Road. Ms. Apatoff noted that vintage homes add character to a community, help make it a destination for visitors and architecture buffs, and provide a sense of history. She urged the Council to put processes in place to deter developers that use Winnetka as a means of making quick cash.

Mr. Hales agreed with Ms. Apatoff's comments and also voiced concern about large trees being taken down during demolitions.

Ms. Kazenas read the following email comments from: (i) Jim and Cathy Nowacki expressing support for a broad spectrum of measures to protect architecturally and historically significant homes in Winnetka; and (ii) Lisa and Cary Cochrane expressing support for the LPC's efforts to restrict teardowns by encouraging renovation, to maintain the charm and value of Winnetka's real estate.

Trustee Dearborn said he admired the passion surrounding the preservation issue and he noted that only a small subset of Winnetka homes are affected by preservation concerns. He estimated that 80% of demolition applications are granted without delays. He agreed that incentives are a good strategy to encourage renovation, and he expressed support for extending the demolition delay for the time being until the Comprehensive Plan Update Project is completed. He noted that the Council has the discretion to affect property rights when dealing with zoning and infrastructure issues that affect the wider community, and that preservation is an important community issue as well.

Trustee Lanphier said providing context is important when discussing preservation with the public and that property rights must be framed in the wider context of land use/zoning and the quality of the entire community. She noted that maintaining the quality of Winnetka's residential stock is important to the home values of all residents. She suggested finding more incentives to encourage the retention of older homes and zeroing in on the purpose of maintaining the diversity of Winnetka's housing stock.

Trustee Apatoff said Winnetka is a premier community in Illinois and he commended Mr. Marzek for opting to renovate his vintage Winnetka home instead of demolishing it. He expressed support for studying measures to help preserve vintage homes.

Trustee Cripe expressed sympathy with the idea of home preservation, but he did not think a simple demolition delay accomplishes that objective. He suggested exploring the concept of "renovation zoning," and proposed giving an automatic 20% Floor Area Ratio bonus to

homeowners of significant homes who drop their demolition plans in favor of renovating and preserving. He said builders are very honest about why they tear down homes: older homes have large rooms that do not get used in today's modern living situations, and new homes can be constructed with elements that today's homebuyers desire. In tandem with methods to encourage preservation, the Village needs to be very firm on maintaining zoning provisions for new construction. He said property rights concerns are relevant and need to be kept in mind when dealing with preservation, since many residents feel very strongly on the issue. Lastly, he said other creative zoning methods could and should be explored.

Trustee Swierk expressed concern about extending nominations for landmark status to non-homeowners; said the market wants higher end new homes or very well renovated older homes; and suggested creating a list of significant homes in Winnetka, with the homeowners permission. He was not interested in programs in other communities, as Winnetka is unique and should think for itself, and he urged caution when dealing with property rights.

Trustee Coladarci said there is only one Certified Landmark in Winnetka, and only 30 locally designated honorary landmark homes. The LPC Commissioners are very savvy about the value of homes that come before the LPC for demolition consideration, and they have a depth of knowledge on the historic and neighborhood impacts of demolitions. He said he supports extending the demolition delay, which would only affect historic or architecturally significant homes and would give the Village time to develop strategies to preserve very important properties. He expressed support for a renovation zoning program to encourage renovation of significant homes and disincentivizing developers from demolishing them.

President Rintz said it is important not to vilify or classify those in the community who have a different aesthetic for their homes, and he noted that the people most impacted by long demolition delays are sellers and individual home purchasers who discover that their demolition plans are opposed by the neighbors.

The Council discussed the pros and cons of an extended demolition delay to buy extra time to negotiate with homeowners who desire to demolish a significant vintage home. Trustee Swierk called for more input from the sellers to help facilitate the Council's policy consideration and for developing a registry of architecturally and/or historically significant homes in Winnetka.

For the interim, Trustee Cripe proposed a 90-day supplemental zoning relief period for houses that are deemed significant by the HAIS. Such homes should automatically be eligible for a 20% FAR bonus; and the 90-day period may be used to negotiate with the LPC on any additional zoning relief that might entice the homeowner to preserve the home.

Trustee Dearborn said he favored extending the demolition delay period to one year immediately, as well as continuing to work on incentives to make preservation a more attractive option to homeowners and developers. Trustee Apatoff agreed that a substantial delay is needed to give the LPC a credible tool to save vintage homes.

Trustee Lanphier proposed asking the LPC to study renovation incentives and make recommendations to the Council and for discussion during the Comprehensive Plan update project. Trustee Coladarci reiterated that very few homes would be affected by an extended demolition delay; and he agreed that input from the LPC on incentives is a necessary step in

developing renovation incentives. He said the design review issue should be taken up as part of the Comprehensive Plan update.

Trustee Swierk asked if a public hearing would be needed before extending the demolition delay. Attorney Friedman explained if a simple Code amendment is made, a public hearing would not be necessary; however, if a change to the Preservation Ordinance is made, a public hearing would be held.

The time period for a typical demolition application was discussed, and Mr. Schoon explained that an application could be scheduled for an LPC meeting as quickly as 30 days from application submittal, with an HAIS taking up to 90 days, and an issuance of a delay order taking the process to 150 days.

Trustee Cripe said his proposal would be an interim step to get through the pandemic and until public meetings can be held on a very important property rights issue. He added that although an extended delay only affects a small number of homes, it is not a small issue to those individual homeowners; and he cautioned against taking such a significant step in a virtual meeting where public participation is very limited. He suggested giving immediate FAR relief for homes that are deemed significant and triggering an additional 90-day supplemental delay to provide additional time for the LPC to engage with the homeowner on preserving the home.

President Rintz said any interim actions taken by the Council should have a definitive sunset provision in the empowering ordinance and he suggested one year from the completion of the Comprehensive Plan update project. Next, he called for any additional public comment.

Mr. Marzec agreed with Trustee Cripe's proposal on the FAR bonus, but not the additional 90-day delay, as he thought homeowners trying to sell their vintage homes will be adversely affected by additional delays.

Ms. Papoutsis opined that developers will be deterred by additional demolition delays and she urged the Council to take action as soon as possible to save historic and architecturally significant homes from demolition. She suggested renovation incentives such as reduced permit fees and an accelerated permit review process along with an increased demolition delay to help save these homes.

Paul Weaver, Winnetka resident. Mr. Weaver said his experience as an LPC commissioner has shown that developers will tear down a home for their own financial gain regardless of the impact on the community. He felt that more barriers to tearing down significant homes need to be considered in Winnetka.

President Rintz polled the Council on its thoughts on an additional demolition delay coupled with a FAR bonus and further study of renovation incentives. Most Trustees, with the exception of Trustees Cripe and Swierk, were in favor of a one-year demolition delay from the time of demolition application submission for a home that is deemed significant, along with renovation incentives to encourage preservation. Trustee Cripe was supportive of a nine month instead of a one-year delay period, and Trustee Swierk did not support any delay extension.

President Rintz explained that a nine-month delay period provides the LPC with an additional four months to negotiate with a homeowner on the preservation of a significant

home. He expressed concern that a one-year delay will send a negative message to the community and he cautioned against it.

There was further discussion about the delay period; Mr. Schoon asked if homeowners who consider preserving a home that is not significant will also qualify for the FAR bonus. Trustee Cripe suggested that such homes go through a process with the LPC to determine if their home has significance to be eligible for a renovation bonus.

Trustees Lanphier, Cripe, Coladarci, and Apatoff agreed to extend the demolition delay period to nine months and to provide a FAR bonus to significant homes being preserved, with the LPC considering a bonus for other preservation requests on a case-by-case basis. The provisions would sunset one year after the Comprehensive Plan update project is completed.

- 4) Adjournment. Trustee Coladarci, seconded by Trustee Apatoff, moved to adjourn the meeting. By roll call vote, the motion carried. Ayes: Trustees Apatoff, Coladarci, Cripe, Dearborn, Lanphier, and Swierk. Nays: None. Absent: None. The meeting adjourned at 10:18 PM.

Recording Secretary



Agenda Item Executive Summary

Title: Approval of Warrant List Dated January 15 - 28, 2021

Presenter: Robert M. Bahan, Village Manager

Agenda Date:

02/02/2021

Consent:



YES



NO

☐

Ordinance

☐

Resolution

☐

Bid Authorization/Award

☐

Policy Direction

☒

Informational Only

Item History:

None.

Executive Summary:

The Warrant List dated January 15 - 28, 2021 was emailed to each Village Council member.

Recommendation:

Consider approving the Warrant List dated January 15 - 28, 2021.

Attachments:

None.



Agenda Item Executive Summary

Title: Resolution No. R-13-2021: Purchase of Police Vehicle (Adoption)

Presenter: Marc Hornstein, Chief of Police

Agenda Date: 02/02/2021

Consent: ☒ YES ☐ NO

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

Item History:

The Police Department is equipped with a fleet of vehicles manufactured by Chrysler / Dodge, General Motors, and Ford Motor Companies. The vehicles purchased for patrol use are typically designed with special police package options to increase their suitability and reliability. The typical lifespan of these vehicles is 85,000 police duty miles.

Executive Summary:

The department maintains a mixed-fleet of marked patrol vehicles rather than just one type of vehicle. A mixed-fleet enables more flexibility and safeguards against manufacturing disruptions and recalls.

For this replacement, the department is seeking to purchase a 2021 Dodge Charger Police Pursuit Vehicle. The Charger is equipped with Fleet Safety Group Blind Spot Sensors and All Wheel Drive. All Wheel Drive makes the vehicle well suited for inclement weather. The Charger will be fully marked and used for patrol duties. The new vehicle replaces a 2013 Dodge Charger that is expected to have 85,000 + miles by the time the 2021 is received and ready for deployment.

Once the Village receives the 2021 Dodge Charger, it will be outfitted with appropriate police equipment and communication systems making it ready for patrol service. The build cost estimate is \$9,000.00 and falls within the purchasing authority of the Village Finance Director.

The 2021 Dodge Charger is available through the NWMC Suburban Purchasing Cooperative specified to the needs of the department for \$29,322.00. The FY 2021 Vehicles, Parts and Equipment budget contains \$99,800.00 (account #100.26.01-542) for the purchase of the vehicle.

Recommendation:

Consider approving purchase of a 2021 Dodge Charger Police Pursuit Vehicle for \$29,322.00.

Attachments:

- 1) Resolution No. R-13-2021
- 2) Roesch Chrysler Dodge Jeep Ram Northwest Municipal Conference, Suburban Purchasing Cooperative Order Form.
- 3) Purchase Request Memorandum

**A RESOLUTION APPROVING THE PURCHASE
OF A POLICE PATROL VEHICLE**

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

WHEREAS, the Village of Winnetka ("**Village**") is a member of the Northwest Municipal Conference ("**NWMC**"), a corporate organization representing municipalities and townships located within the State of Illinois and Counties of Cook, DuPage, Kane, Lake, and McHenry; and

WHEREAS, the Village participates in the NWMC Suburban Purchasing Cooperative ("**SPC**"), which permits local governments to purchase commodities and services according to contracts negotiated by the NWMC, resulting in significant savings for the Village; and

WHEREAS, the Village Police Department has identified the need to replace an existing police vehicle with a 2021 Dodge Charger Police Pursuit Vehicle ("**New Vehicle**"); and

WHEREAS, the SPC sought bids for the award of a contract for the purchase of the New Vehicle ("**Purchase Contract**"); and

WHEREAS, the SPC identified Roesch Chrysler Dodge Jeep Ram, of Elmhurst, Illinois ("**Vendor**"), as the low responsible bidder for the Purchase Contract with a purchase price of \$29,322.00; and

WHEREAS, the Village President and Board of Trustees have determined that it will serve and be in the best interest of the Village to purchase a New Vehicle from Vendor, in the amount of \$29,322.00, in accordance with the SPC and the Purchase Contract;

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

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

SECTION 2. APPROVAL OF PURCHASE. The Village Council hereby approves the purchase by the Village of the New Vehicle from Vendor, in the total amount of \$29,322.00, in accordance with the SPC and the Purchase Contract.

SECTION 3. AUTHORIZATION TO PURCHASE. The Village Council authorizes and directs the Village President, the Village Manager, and the Village Clerk to execute and attest, respectively, on behalf of the Village, all documents approved by the Village Manager and necessary to purchase the New Vehicle from Vendor in an amount not to exceed \$29,322.00.

SECTION 4. EFFECTIVE DATE. This Resolution will be in full force and effect from and after its passage and approval as provided by law.

ADOPTED this 2nd day of February, 2021, pursuant to the following roll call vote:

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

Signed

Village President

Countersigned:

Village Clerk

Attachment 2



2021 CHARGER PPV

CONTRACT #200

**ROESCH TRUCK CENTER
200 W. GRAND AVE
ELMHURST, IL 60126**

**CONTACT:
MICHAEL HILMERS
MIKEHILMERS@ROESCHTRUCKS.COM
630-247-5383**



**SUBURBAN PURCHASING
COOPERATIVE (SPC) RFP
#200
2021 DODGE CHARGER PPV**

**DEALER AGREES TO FURNISH PRICE/TOTAL BID AS SPECIFIED
WITH ALL STANDARD EQUIPMENT ATTACHED WITH NO
DELETIONS**

\$24,985.00
(RWD)

\$26,928.00
(AWD)

**DESTINATION & MANUFACTURER DELIVERY CHARGES
INCLUDED**

WARRANTY INFO

**3 YEAR / 36,000 MILE LIMITED "BUMPER TO BUMPER"
5 YEAR 60,000 MILE LIMITED POWERTRAIN**

FREE DELIVERY WITHIN 50 MILES OF ELMHURST, IL

2021 CHARGER POLICE

STANDARD EQUIPMENT (UNLESS REPLACED BY OPTIONAL EQUIPMENT)	L D D E 4 8	L D D E 4 8
12V CENTER CONSOLE POWER OUTLET (JKW)	X	X
160 MPH PRIMARY SPEEDOMETER (JCC) - <i>Certified</i>	X	X
175MM FRONT AXLE (DJL)		X
18.5 GALLON FUEL TANK (NLQ)	X	X
18X7.5 STEEL WHEELS (WEG)		X
18X7.5 STEEL WHEELS (WEJ)	X	
2.62 REAR AXLE RATIO (DLL)	X	
220 AMP ALTERNATOR (BAJ)	X	X
220MM REAR AXLE (DR3)	X	
230MM REAR AXLE (DR4)		X
3.07 REAR AXLE RATIO (DMM)		X
300 HP POWER RATING (NZG)		X
50 STATE EMISSIONS (NAS)	X	X
6 SPEAKERS (RCG)	X	X
7.0" TOUCH SCREEN DISPLAY (RFJ)	X	X
800 AMP MAINTENANCE FREE BATTERY (BCF)	X	X
ACOUSTIC FRONT DOOR GLASS (GAP)	X	X
ACOUSTIC WINDSHIELD (GAK)	X	X
ACTIVE HEAD RESTRAINTS (CBD)	X	X
ACTIVE T/CASE W/FRT AXLE DISCONNECT (DKB)		X
ADVANCED MULTISTAGE FRONT AIR BAGS (CG3)	X	X
AIR COND'ING W/DUAL ZONE TEMP CNTRL (HAD)	X	X
AIR FILTERING (JMA)	X	X
ALL SPEED TRACTION CONTROL (BNP)	X	X
ALL WHEEL DRIVE BADGE (MSX)		X
APPLE CARPLAY (RFP)	X	X
AUTOMATIC HEADLAMPS (LMG)	X	X
AUTOSTICK (R) AUTOMATIC TRANSMISSION (DHD)	X	X
BASE HEADLINER MODULE (CHK)	X	X
BI-FUNCTION HALOGEN PROJECTOR H/LAMP (LMC)	X	X
BLACK HEADLAMP BEZELS (MFA)	X	X
BLACK INTERIOR ACCENTS (XSB)	X	X
BLACK VINYL FLOOR COVERING (CKJ)	X	X
BODY COLOR DOOR HANDLES (MNK)	X	X
BODY COLOR EXTERIOR MIRRORS (LEP)	X	X
BODYCOLOR LOWER BODYSIDE CLADDING (MRC)	X	X
BRAKE/PARK INTERLOCK (XSL)	X	X
BRAKE ASSIST (BGE)	X	X
BRIGHT CHARGER BADGE (MT1)	X	X
BRIGHT HUB CAPS (WMH)	X	X
CAPLESS FUEL FILL W/O DISCRIMINATOR (XJM)	X	X
CARGO COMPARTMENT DRESS-UP (CKM)	X	X
CENTER REAR 3-POINT SEAT BELT (CG6)	X	X
CHILD SEAT UPPER TETHER ANCHORAGES (CF4)	X	X
CHMSL LAMP (LPA)	X	X
COLUMN MOUNT AUTOMATIC SHIFT LEVER (CV8)	X	X
COMPASS GAUGE (JFA)	X	X
CONVENTIONAL DIFFERENTIAL REAR AXLE (DS8)	X	X
CUSTOM DEFINED COLOR DISPLAY MONITOR (LAT)	X	X
DUAL NOTE ELECTRIC HORNS (JJB)	X	X
DUAL REAR EXHAUST (NER)	X	X
ELECTRIC POWER STEERING (SBL)	X	X
ELECTRONIC ROLL MITIGATION (BNS)	X	X
ELECTRONIC STABILITY CONTROL (BNB)	X	X
ENGINE - 3.6L V6 24V VVT ENGINE (ERB)		X
ENGINE - 5.7L V8 HEMI MDS VVT ENGINE (EZH)	X	
ENGINE HOUR METER (XAX)	X	X

E - EXTRA COST N/C - NO CHARGE N/A - NOT AVAILABLE P - PACKAGED

STANDARD EQUIPMENT (UNLESS REPLACED BY OPTIONAL EQUIPMENT)	L D D E 4 8	L D E E 4 8
ENGINE MOUNT HEAT SHIELD (XXW)	X	X
ENGINE OIL COOLER (NHA)	X	X
FIXED REAR SEAT (CFW)	X	X
FRONT & REAR SOLAR CONTROL GLASS (GBC)	X	X
FRONT DOME LAMP (LCK) - "Red/White Auxiliary dome lamp"	X	X
FRONT HEIGHT ADJUST SHOULDER BELTS (CGD)	X	X
FRONT PASSENGER SEAT BELT ALERT (LAX)	X	X
FULL SIZE SPARE TIRE (TBW)	X	X
GLOSS BLACK FASCIA APPLIQUE (MCH)	X	X
GLOSS BLK GRILLE-GLOSS BLK XHAIRS (MAE)	X	X
GLOVE BOX LAMP (LBC)	X	X
GOODYEAR BRAND TIRES (TZA)	X	X
GOOGLE ANDROID AUTO (RF5)	X	X
GPS ANTENNA INPUT (JLP)	X	X
GVW RATING - 5500# (Z1F)	X	X
HD CLOTH BUCKET & REAR BENCH SEATS (*C8)	X	X
HEAVY DUTY SUSPENSION (SDB)	X	X
HIGH SPEED ENGINE CONTROLLER (NZ5)	X	
HILL START ASSIST (BNG)	X	X
HYDRAULIC ASSIST BRAKE BOOSTER (BPT)	X	X
INSIDE EMERGENCY TRUNK LID RELEASE (JKK)	X	X
INSTRUMENT PANEL (JAA)	X	X
INTEGRATED CENTER STACK RADIO (RTF)	X	X
INTEGRATED VOICE COMMAND W/BLUETOOTH (XRB)	X	X
INTEGRATED WINDOW ANTENNA (RDL)	X	X
LEATHER WRAPPED STEERING WHEEL (SCV)	X	X
LED DAYTIME RUNNING LAMPS (LM5)	X	X
LOAD LEVELING AND HEIGHT CONTROL (SER)	X	X
MEDIA HUB (2 USB, AUX) (RS6)	X	X
MINI FLOOR CONSOLE (CUM)	X	X
MONOTONE PAINT (APA)	X	X
NON ADJUSTABLE PEDALS (XA8)	X	X
NO RADIO AMPLIFIER (RG8)	X	X
OUTSIDE TEMP DISPLAY (LAH)	X	X
P225/60R18 BSW PERFORMANCE TIRES (TWW)	X	X
PARKSENSE REAR PARK ASSIST SYSTEM (XAA)	X	X
PARKVIEW REAR BACK-UP CAMERA (XAC)	X	X
PASSENGER ASSIST HANDLES (CSR)	X	X
PERFORMANCE EXHAUST (NEA)	X	
POLICE ABS 4-WHEEL HD DISC BRAKES (BR9)	X	X
POLICE GROUP (AHB)	X	X
POWER 6-WAY DRIVER SEAT (JPS)	X	X
POWER ACCESSORY DELAY (JKY)	X	X
POWER MIRRORS W/MANUAL FOLDAWAY (GTF)	X	X
POWER TRUNKLID RELEASE (JPC)	X	X
PUSHBUTTON START (GX4)	X	X
PWR FRONT WINDOWS, 1-TOUCH, UP & DOWN (JP3)	X	X
R134A A/C REFRIGERANT (XSK)	X	X
RAIN BRAKE SUPPORT (BHC)	X	X
READY ALERT BRAKING (BHD)	X	X
REAR DOOR CHILD PROTECTION LOCKS (GXT)	X	X
REAR VIEW DAY/NIGHT MIRROR (GNA)	X	X
REAR WINDOW DEFROSTER (GFA)	X	X
REMAPABLE STEERING WHEEL BUTTONS (LHL)	X	X
REMOTE PROXIMITY KEYLESS ENTRY (GXD)	X	X
SECURE PARK (AXR)	X	X
SENTRY KEY THEFT DETERRENT SYSTEM (GXX)	X	X

E - EXTRA COST N/C - NO CHARGE N/A - NOT AVAILABLE P - PACKAGED

STANDARD EQUIPMENT (UNLESS REPLACED BY OPTIONAL EQUIPMENT)	L D D E 4 8	L D D E 4 8
SEVERE DUTY ENGINE COOLING (XDK)	X	X
SOLAR CONTROL GLASS (GAM)	X	X
SPECIAL SERVICE GROUP (AHV)	X	X
SPEED CONTROL (NHM)	X	X
SPEED SENSITIVE POWER LOCKS (JPH)	X	X
SPOT LAMP WIRING PREP. (LNQ)	X	X
STEERING WHEEL MOUNTED AUDIO CTRLS (RDZ)	X	X
SUN VISORS W/ILLUM VANITY MIRRORS (GNC)	X	X
SUPP. SIDE CURTAIN FRT/RR AIR BAGS (CJ2)	X	X
SUPPLEMENTAL FRT SEAT SIDE AIR BAGS (CJ1)	X	X
TILT/LIMITED TELESCOPE STEERING COL (SUE)	X	X
TIP START (XBN)	X	X
TIRE PRESSURE MONITORING DISPLAY (XGM)	X	X
TRANSMISSION - 8-SPD AUTO 850RE TRANS (MAKE) (DFT)		X
TRANSMISSION - 8-SPD AUTO 8HP70 TRANSMISSION (DFK)	X	
TRUNK LAMP (LDC)	X	X
UCONNECT 4 WITH 7" DISPLAY (UAG)	X	X
USB HOST FLIP (RF7)	X	X
VAR INTERMITTENT WINDSHIELD WIPERS (JHA)	X	X
VINYL TRUNK LINER & COVER (CKL)	X	X

☐	2021MY CHARGER PPV RWD	\$24,985.00
☒	2021MY CHARGER PPV AWD	\$26,928.00

INTERIOR OPTIONS

☒	C8X9	CLOTH BUCKET & REAR BENCH	\$0.00
☐	X5X9	CLOTH FRONT BUCKET\ VINYL REAR BENCH SEAT	\$108.00

EXTERIOR COLOR OPTIONS

☐	PS2	BRIGHT SILVER	\$0.00
☐	PB5	ELECTRIC BLUE	\$450.00
☐	PFQ	F8 GREEN	\$0.00
☐	PCA	FROSTBITE	\$0.00
☐	PVP	GO MANGO	\$0.00
☐	PAU	GRANITE	\$0.00
☐	PCD	HELLRAISIN	\$0.00
☐	PBM	INDIGO BLUE	\$0.00
☐	P79	MICHIGAN STATE BLUE	\$450.00
☐	PB8	MIDNIGHT BLUE	\$450.00
☐	PRV	OCTANE RED	\$0.00
☒	PX8	PITCH BLACK	\$0.00
☐	P82	RANGER	\$450.00
☐	P76	SHERIFF'S TAN	\$450.00
☐	PEC	SINAMON STICK	\$0.00
☐	PAE	SMOKE SHOW	\$0.00
☐	PR3	TORRED	\$0.00
☐	PSE	TRIPLE NICKEL	\$0.00
☐	PWL	WHITE GOLD	\$450.00
☐	PW7	WHITE KNUCKLE	\$0.00

ADDITIONAL OPTIONS

☐	W8A	18" WHEEL COVERS	\$35.00
☐	TYL	245/55R18 PERFORMANCE TIRES	\$162.00
☐	NHK	ENGINE BLOCK HEATER	\$86.00
☐	CKD	FLOOR CARPET	\$113.00
☒	MDA	FRONT LICENSE PLATE BRACKET	\$0.00
☒	LBG	FRONT READING/MAP LIGHTS	\$68.00
☐	CUF	FULL LENGTH FLOOR CONSOLE	\$266.00
☒	LNx	DRIVERS SIDE LED SPOT LIGHT	\$136.00
☐	LNA	PASSENGER SIDE LED SPOT LIGHT	\$136.00
☐	HGC	REAR SHELF SILENCER INSULATION	\$35.00
☐	GXQ	ADDITIONAL NON-KEY ALIKE FOBS (6 TOTAL)	\$136.00
☐	LNF	BLACK LEFT SPOT LAMP	\$189.00
☒	AHM	CONVENIENCE GROUP 1 POWER ADJUSTABLE PEDALS POWER FRONT DRIVER/PASSENGER SEATS POWER DRIVER/PASSENGER 4-WAY LUMBAR ADJUSTMENT	\$432.00
☒	CW6	DEACTIVATE REAR WINDOWS & DOORS	\$68.00
☒	CK9	DELETE CARPET	\$0.00
☐	TBF	DELETE SPARE TIRE	(\$90.00)
☐	CW7	DOOR/WINDOW ACTIVATION KIT	\$68.00
☐	XDV	DRIVERS SIDE BALLISTIC DOOR PANEL	\$2,116.00
☐	XDG	PASSENGER SIDE BALLISTIC DOOR PANEL	\$2,116.00
☒	GXF	ENTIRE FLEET KEY ALIKE (FREQ 1)	\$125.00
☐	GXA	ENTIRE FLEET KEY ALIKE (FREQ 2)	\$125.00
☐	GXE	ENTIRE FLEET KEY ALIKE (FREQ 3)	\$125.00
☐	GXG	ENTIRE FLEET KEY ALIKE (FREQ 4)	\$125.00

	XFX	EQUIPMENT MOUNTING BRACKET	\$90.00
	AWC	FLEET SAFETY GROUP BLIND SPOT, POWER, FOLDING PURSUIT MIRRORS BLIND SPOT & CROSS PATH DETECTION	\$316.00
	TBH	FULL SPARE TIRE RELOCATION BRACKET	\$130.00
	AV2	INTERGRATED DISPLAY PACKAGE 12.1" INTERGRATED DISPLAY SCREEN	\$2,015.00
	AYJ	MAXFLOW PACKAGE LOWER GRILLE TEXTURE - POLICE	
	AYE	PATROL PACKAGE BASE PREP FRONT & REAR WIRE HARNESS POWER DISTRIBUTION CENTER SIREN SPEAKER & BRACKET TRUNK TRAY & COOLING FAN	\$1,800.00
	AYW	PATROL PACKAGE WIRING PREP FRONT & REAR WIRE HARNESS POWER DISTRIBUTION CENTER	\$1,036.00
	CUG	POLICE FLOOR CONSOLE	\$676.00
	GUK	POWER HEATED MIRRORS	\$55.00
	LSA	SECURITY ALARM	\$136.00
	CBT	STEEL SEAT BACK PANEL INSERTS	\$121.00
	AEB	STREET APPERANCE GROUP 18" WHEEL COVERS DUAL REMOTE USB (CHARGE ONLY) POWER/HEATED EXTERIOR MIRRORS FLOOR CARPET FRONT/REAR CLIMATE CONTROL OUTLETS FRONT/REAR FLOOR MATS FRONT READING/MAP LIGHT FULL LENGTH FLOOR CONSOLE ILLUMINATED FRONT CUPHOLDERS REAR SHELF SILENCER INSULATION	\$338.00

LICENSE & TITLE OPTIONS

☐ ☐ ☐	MLPT	MUNICIPAL LICENSE PLATES & TITLE	\$158.00
☐ ☒ ☐	MPLPT	MUNICIPAL POLICE PLATES & TITLE	\$158.00
☐ ☐ ☐	CLP	CIVILIAN LICENSE PLATES & TITLE	\$301.00

ADDITIONAL DELIVERY OPTIONS

☐ ☐ ☐	D1	DELIVERY FEE: 50-100 MILES	\$70.00
☐ ☐ ☐	D2	DELIVERY FEE: 100-200 MILES	\$150.00

VEHICLE SUBTOTAL:

\$ 29,322.00

PURCHASE ORDER INFORMATION

UNIT QUANTITY

1

TOTAL PURCHASE ORDER AMOUNT

\$ 29,322.00

PURCHASE ORDER NUMBER

AGENCY NAME & ADDRESS

Village of Winnetka

510 Green Bay Rd.

Winnetka, IL 60093

CONTACT NAME

Sgt. Karl Larson

CONTACT PHONE NUMBER

847-716-3407

CONTACT EMAIL ADDRESS

KLarson@Winnetka.Org

AGENCY TAX EXEMPT #

E9981246

DELIVERY ADDRESS

1390 Willow Rd

Winnetka, IL 60093

WINNETKA POLICE DEPARTMENT

MEMORANDUM

January 13, 2021

To: Chief Marc Hornstein #400

From: Sgt. Karl Larson #407

Subject: Purchase of 2021 Dodge Charger PPV

It is my recommendation to purchase a 2021 Dodge Charger AWD PPV to replace a 2013 Dodge Charger AWD Police Utility with 79,000 miles. The vehicle can be purchased from Roesch Truck Center through the Suburban Purchasing Cooperative Contract. The following is a cost and option break down:

• Base vehicle contract price including factory destination charge, delivery to the village	\$26,928.00
• Fleet Safety Group (Blind Spot Sensors)	\$316.00
• Heated Exterior Mirrors	\$55.00
• Front Reading/Map Lights	\$68.00
• Patrol Package Wiring Prep	\$1,036.00
• Front Driver's LED Spotlight	\$136.00
• Convenience Group (Power Seats/Pedals)	\$432.00
• Fleet Key Alike (Freq 1)	\$125.00
• Rear Door Lock Deactivation	\$68.00
• Municipal Police Plates/Title	\$158.00
• Front License Plate Bracket	\$0.00
• Carpet Delete	\$0.00
• Pitch Black Color	\$0.00

Total	\$29,322.00
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Sgt. Karl Larson #407



Agenda Item Executive Summary

Title: Resolution No. R-14-2021: Approving a Fifth Amendment to a License Agreement with New Cingular Wireless PCS (Adoption)

Presenter: Brian Keys, Director of Water & Electric

Agenda Date: 02/02/21

Consent: ☒ YES ☐ NO

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

Item History:

In November 2007, the Village entered into a license agreement with New Cingular Wireless PCS LLC, which allowed certain wireless communication antennas and equipment to remain on the smokestack and within the Electric Plant for operation of New Cingular's wireless telecommunications system. The Village Council has previously approved four amendments (Resolution No. R-28-2010, Resolution No. R-30-2011, Resolution No. R-1-2015, and Resolution No. R-4-2019) to the agreement.

Executive Summary:

New Cingular is requesting approval of a fifth license amendment for certain wireless communication antennas and equipment located at the Electric Plant. The wireless provider is seeking approval to install additional infrastructure to improve the performance of the 3G and 4G networks as well as to provide customers access to their 5G network. The addition of new equipment at the site and expansion of New Cingular's use of the facilities requires Council approval. In consideration of the proposed changes, New Cingular has agreed to an increase in the License Fee.

The proposed equipment changes are summarized as follows:

Equipment to be added on the Electric Plant stack:

- (1) Fiber cable
- (1) dc power cables
- (3) New antennas [size 72" x 19.6" x 7.8"]
- (3) Remote radio units [size 17.9" x 13.19" x 9.44"]
- (1) Raycap (surge protection) [size 18.28" x 10.24" x 31.4"]
- (2) Raycaps (surge protection) [size 24.0" x 24.0" x 8.8"]

Equipment to be removed from the Electric Plant stack:

- (3) Existing antennas [72.9" x 11.9" x 7.1"]

Executive Summary (continued):

Photo simulations of the "before" and "after" appearance of the Electric Plant stack have been provided in Exhibit B.

In consideration of the proposed changes, New Cingular has agreed to an increase in the License Fee. For the period of time between issuance of a building permit and October 31, 2021, New Cingular will pay an additional \$21.92 per day (~\$8,000 annually). On November 1, 2021, the annual license fee will increase from \$85,533.54 to \$97,508.72.

The original license agreement was authorized by resolution. As such, this amendment, like the other four amendments, must also be done by resolution. Resolution No. R-14-2021 authorizes the Fifth Amendment to the 2008 Cellular Antenna License Agreement between the Village of Winnetka and New Cingular Wireless PCS, substantially in the form attached to Resolution No. R-14-2021.

Recommendation:

Consider adoption of Resolution No. R-14-2021, approving the Fifth Amendment to the 2007 Cellular Antenna License Agreement between the Village of Winnetka and New Cingular Wireless PCS, LLC.

Attachments:

Resolution No. R-14-2021

**A RESOLUTION
APPROVING A FIFTH AMENDMENT TO
A LICENSE AGREEMENT WITH NEW CINGULAR WIRELESS PCS, LLC**

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

WHEREAS, on January 15, 2008, the Council of the Village of Winnetka ("**Village Council**") adopted Resolution No. R-4-2008, approving and authorizing the execution of a license agreement ("**License Agreement**") with New Cingular Wireless PCS, LLC ("**Cingular**"), which License Agreement granted Cingular a license to install certain cellular telecommunication equipment ("**Facilities**") at the water and electric plant located at Tower Road in the Village ("**Water and Electric Plant**"); and

WHEREAS, on June 15, 2010, the Village Council adopted Resolution No. R-28-2010, approving and authorizing the execution of a first amendment to the License Agreement ("**First Amendment**") with Cingular; and

WHEREAS, on October 18, 2011, the Village Council adopted Resolution No. R-30-2011 approving and authorizing the execution of a second amendment to the License Agreement ("**Second Amendment**") with Cingular; and

WHEREAS, on February 3, 2015, the Village Council adopted Resolution No. R-1-2015 approving and authorizing the execution of a third amendment to the License Agreement with Cingular ("**Third Amendment**"); and

WHEREAS, on January 8, 2019, the Village Council adopted Resolution No. R-4-2019 approving and authorizing the execution of a fourth amendment to the License Agreement with Cingular ("**Fourth Amendment**") (the License Agreement, as amended by the First Amendment, Second Amendment, Third Amendment, and Fourth Amendment is the "**Agreement**"); and

WHEREAS, the Village and Cingular desire to enter into a fifth amendment to the Agreement ("**Fifth Amendment**") to permit the installation of equipment and to change the license fees during the term; and

WHEREAS, the Village Council has determined that it is in the best interest of the Village to enter into the Fifth Amendment with Cingular;

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 FOURTH AMENDMENT. The Village Council hereby approves the Fifth Amendment in substantially the form attached to this Resolution as **Exhibit A**, and in a final form approved by the Village Manager.

SECTION 3: AUTHORIZATION TO EXECUTE FOURTH AMENDMENT. The Village Council hereby authorizes the Village President to execute, and the Village Clerk to attest, the final Fifth Amendment only after receipt by the Village Clerk of at least two executed copies of the final Fifth Amendment from Cingular; provided, however, that if the Village Clerk does not receive such executed copies of the final Fifth Amendment from Cingular within 60 days after the date of adoption of this Resolution, then this authority to execute and seal the final Fifth Amendment will, at the option of the Village Council, be null and void.

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 2nd day of February, 2021, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

Signed

Village President

Countersigned:

Village Clerk

February 2, 2021

R-14-2021

EXHIBIT A
FIFTH AMENDMENT

Cell Site No.: IL0062
Cell Site Name: WINNETKA POWER PLANT
Fixed Asset No.: 10005098
Market: IL/WI

**FIFTH AMENDMENT
TO THE NOVEMBER 1, 2007 CELLULAR ANTENNA SITE LICENSE AGREEMENT
BETWEEN THE VILLAGE OF WINNETKA AND NEW CINGULAR WIRELESS PCS
(Water & Electric Plant)**

THIS FIFTH AMENDMENT TO THE NOVEMBER 1, 2007 CELLULAR ANTENNA SITE LICENSE AGREEMENT BETWEEN THE VILLAGE OF WINNETKA AND NEW CINGULAR WIRELESS PCS ("*Fifth Amendment*"), dated as of this ____ day of _____, 20____, ("*Effective Date*"), is by and between the VILLAGE OF WINNETKA, an Illinois home rule municipal corporation ("*Village*"), and NEW CINGULAR WIRELESS PCS, LLC, a Delaware limited liability company ("*Licensee*").

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

SECTION 1. RECITALS.

A. The Village is the owner of the property commonly known as 725 and 735 Tower Road in the Village and legally described in **Exhibit 1** to this Fifth Amendment ("*Property*").

B. The Property is improved with a water and electric plant, including the Building and the Tower.

C. On November 1, 2007, the Village and the Licensee entered into that certain "License Agreement Permitting a Cellular Antenna Site at the Water & Electric Plant" ("*License Agreement*"), under which License Agreement the Village granted the Licensee a license to install and maintain certain telecommunications equipment within the Licensed Premises located at the Building and the Tower ("*License*").

D. On July 20, 2010, the Village and the Licensee entered into that certain "First Amendment to the 2008 Cellular Antenna Site License Agreement" ("*First Amendment*"), which amended the License Agreement to: (i) permit the Licensee to install and maintain additional conduit on and within the Building; and (ii) increased the License Fee by \$3,000.00 per year.

E. On November 3, 2011, the Village and the Licensee entered into that certain "Second Amendment to the November 1, 2007 Cellular Antenna License Agreement" ("*Second Amendment*"), which amended the License Agreement: (i) to permit the Licensee to install and maintain certain additional telecommunications equipment on and within the Building and the Tower; and (ii) increased the License Fee to \$52,500.00, effective November 1, 2011, and provided for a four percent (4%) annual increase in the License Fee each year thereafter.

F. On March 13, 2015, the Village and the Licensee entered into that certain "Third Amendment to the 2008 Cellular Antenna License Agreement" ("**Third Amendment**"), which amended the License Agreement to: (i) permit the Licensee to remove certain telecommunications equipment from the Licensed Premises; (ii) permit the Licensee to install and maintain certain additional telecommunications equipment on the Licensed Premises; and (iii) increase the License Fee.

G. On January 8, 2019, the Village and the Licensee entered into that certain "Fourth Amendment to the 2008 Cellular Antenna License Agreement" ("**Fourth Amendment**"), which amended the License Agreement to: (i) permit the Licensee to replace and install certain telecommunications equipment on the Licensed Premises to provide its customers access to the FirstNet public safety broadband network; (ii) clarify the procedures for Licensee's Access to the Property; (iii) extend the Term of the Agreement; and (iv) increase the License Fee.

H. The Licensee and Village now desire to further amend the Agreement to: (i) permit Licensee to replace and install equipment on the Licensed Premises to enable Licensee to improve its network performance of its 3G and 4G networks; (ii) permit Licensee to replace and install equipment on the Licensed Premises to enable Licensee to provide its customers access to its 5G network; and (iii) increase the License Fee. The License Agreement, First Amendment, Second Amendment, Third Amendment, Fourth Amendment and this Fifth Amendment are, collectively, the "**Agreement**").

SECTION 2. DEFINITIONS; RULES OF CONSTRUCTION.

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

B. **Rules of Construction.** Except as specifically provided in this Fifth 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 Fifth Amendment, the text of this Fifth Amendment controls.

SECTION 3. AMENDMENT OF LICENSE AGREEMENT.

The Village and the Licensee hereby agree that the Agreement is hereby amended as follows:

A. **Licensee Facilities.** The definition of "Licensee Facilities" set forth in Section 1, titled "Definitions," of the Agreement is hereby deleted in its entirety and replaced with the following:

"The equipment, hardware, and other personal property owned by the Licensee and depicted on the Construction Plans in **Exhibit 2** of the Fifth Amendment, which by this reference, is made a part of this License Agreement."

B. **Licensed Premises.** The definition of "Licensed Premises" set forth in Section 1,

titled "Definitions," of the Agreement is hereby deleted in its entirety and replaced with the following:

"Those certain locations on and within the Building and the Tower depicted on **Exhibit 3** of the Fifth Amendment, which by this reference, is made a part of this License Agreement."

C. **License Fee.** Section 6 of the Agreement, titled "License Fee," is hereby deleted in its entirety and replaced with the following:

"6. License Fee. In consideration for the License granted by the Village pursuant to the License Agreement, Licensee must pay the Village:

- (a) \$21.92 per day for the period between the date the Village issues Licensee a building permit to bring the Licensee Facilities into accordance with the Construction Plans attached to the Fifth Amendment as **Exhibit 2** until October 31, 2021 ("***Prorated Period***"), which payment for the entire Prorated Period shall be due no later than 10 business days after the Village issues such building permit; and
- (b) For the remainder of the Term after the Prorated Period, an annual license fee of \$97,508.72 ("***License Fee***"), which License Fee shall (i) be due on November 1, 2021; and (ii) for each year after the Term year ending October 31, 2022, increase by 4.25 percent over the License Fee charged in the immediately preceding Term year."

SECTION 5. NO ALTERATION WITHOUT VILLAGE APPROVAL.

Notwithstanding anything to the contrary in the Agreement or this Fifth Amendment, Licensee may not alter or add any Licensee Facilities without the prior written approval of the Village.

SECTION 6. 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 Licensee shall pay to the Village, no later than 45 days after receipt by the Licensee of a written demand or demands therefor from the Village, all legal fees, costs, and expenses incurred or accrued in connection with the negotiation, preparation, consideration, and review of this Fifth Amendment, up to the amount of \$1,000.00 in addition to any other costs, payments, fees, charges, contributions, or dedications required under applicable Village codes, ordinances, resolutions, rules, or regulations. Payment of all such fees, costs, and expenses for which demand has been made shall be made by a certified or cashier's check.

[SIGNATURE PAGE FOLLOWS]

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

ATTEST:

VILLAGE OF WINNETKA,
an Illinois home rule municipal corporation

Robert M. Bahan, Village Clerk

By: _____
Christopher Rintz
Its: Village President

ATTEST:

NEW CINGULAR WIRELESS PCS, LLC
a Delaware limited liability company
By: AT&T Mobility Corporation
Its: Manager

By: _____

By: _____

Its: _____

Its: _____

Cell Site No.: IL0062
Cell Site Name: WINNETKA POWER PLANT
Fixed Asset No.: 10005098
Market: IL/WI

EXHIBIT 1

LEGAL DESCRIPTION OF PROPERTY

Common address or approximate location of Premises:

Tower Road and Sheridan Road, Winnetka, Illinois

Legal Descriptions:

Lots 1, 2 and 3 in Chandler's Subdivision, being a subdivision of Block 15 of Hubbard Estate Subdivision, in the Northeast Fractional $\frac{1}{4}$ of Section 17, Township 42 North, Range 19, east of the third principal meridian, as per plat thereof recorded as document number 5849038 (except from said Lots 1, 2 and 3 that part bounded and described as follows, to wit: beginning at a point in the easterly line of Sheridan Road (being the westerly line of said Chandler's Subdivision) 30 feet southerly from (measured at right angles to) the northerly line of said Chandler's Subdivision; running thence northeasterly in a straight line to a point 36 feet southeasterly from (measured at right angles to) the said northerly line of said Chandler's Subdivision at a point 180 feet (as measured along said northerly line of said Chandler's Subdivision) from the easterly line of Sheridan Road; thence northeasterly in a straight line to a point 51 feet from (measured at right angles to) the said northerly line of said Chandler's Subdivision, at a point 255 feet (as measured along said northerly line of said Chandler's Subdivision) from the easterly line of Sheridan Road; thence northeasterly in a straight line to a point 55 feet from (measured at right angles to) the said northerly line of said Chandler's Subdivision, at a point 357.5 feet (measured along said northerly line of said Chandler's Subdivision) from the easterly line of Sheridan Road; thence southeasterly in a straight line to a point on the northerly line of said Lot 2 of said Chandler's Subdivision 370 feet (as measured along said northerly line of said Lot 2) from the easterly line of Sheridan Road; thence southeasterly in a straight line to a point 3 feet due north of a point in the north line of North Avenue (being the south line of said Chandler's Subdivision) said point in North Avenue being 468 feet east (measured along the north line of said North Avenue) of the northeast corner of Sheridan Road and North Avenue; thence south in a straight line a distance of 3 feet to the north line of North Avenue; thence west along said north line of North Avenue a distance of 468 feet to the point of intersection of the north line of North Avenue with the northeasterly line of Sheridan Road; thence northwesterly along the northeasterly line of Sheridan Road to the place of beginning) all in Cook County, Illinois.

Also parcel "J" - 011 shown on Exhibit "B" and also Tower Road east of Sheridan Road all in Cook County, Illinois.



Cell Site No.: IL0062
Cell Site Name: WINNETKA POWER PLANT
Fixed Asset No.: 10005098
Market: IL/WI

EXHIBIT 2
CONSTRUCTION PLANS

AT&T
Site Number: IL0062
Project: LTE 4TX4RX/LTE 5G NR 1DR-1
Plans prepared by Mastec Network Solution; Submittal date October 21, 2020



DIRECTIONS

FROM AT&T OFFICE: 830 NATIONAL PARKWAY, SCHLAUSBURG, IL 60173
CONTINUE TO NATIONAL Pkwy. HEAD NORTH TOWARD NATIONAL Pkwy.
TURN RIGHT. TURN RIGHT TOWARD NATIONAL Pkwy.
TURN RIGHT TOWARD NATIONAL Pkwy. TURN LEFT TOWARD NATIONAL Pkwy.
TAKE I-43 N. W. PALATINE RD AND WILLOW RD TO YOUR DESTINATION
IN WINNETKA. TURN RIGHT ONTO NATIONAL Pkwy.
TURN LEFT ONTO WOODFIELD RD. USE THE LEFT LANE TO TURN LEFT ONTO E
FRONTAGE RD. USE THE LEFT LANE TO TAKE THE INTERSTATE 80 RAMP.
USE THE LEFT 3 LANES TO TAKE THE ALGONQUIN RD EXIT. KEEP LEFT,
FOLLOW SIGNS FOR EICHENOFF RD AND MERGE ONTO I-43 N. TAKE
THE PALATINE RD EXIT. MERGE ONTO W. PALATINE RD. MERGE
ONTO WILLOW RD. CONTINUE STRAIGHT TO STAY ON WILLOW RD. CONTINUE
ONTO NEW WILLOW RD. CONTINUE STRAIGHT ONTO NEW WILLOW RD/WILLOW
RD. CONTINUE TO FOLLOW WILLOW RD. TURN LEFT ONTO HILLBARD RD.
TURN RIGHT ONTO TOWER RD. PARTIAL RESTRICTED USAGE ROAD.
TURN RIGHT



SITE NUMBER: IL0062
SITE NAME: WINNETKA

PROJECT:

LTE 4TX4RX/LTE 5G NR 1DR-1

PROJECT DESCRIPTION

REPLACE (3) SBNH-1D65B ANTENNAS W/ (3) NNH-4-65B-R6H4 ANTENNAS ON POS. 2.
INSTALL (3) RRUS 4449 B5/B12
REMOVE (3) RRUS-11 B12
INSTALL (1) #8 AWG DC POWER TRUNK.
INSTALL (1) DC6-48-60-0-8C-EV
INSTALL (2) DC2-48-60-0-8E
INSTALL (1) DC12-48-60-0-25E
INSTALL (1) 18 PAIR FIBER TRUNK.
INSTALL (6) 20 AMP BREAKERS.
INSTALL (1) 6830 FOR 5G NR



TO OBTAIN LOCATION OF PARTICIPANTS UNDERGROUND FACILITIES BEFORE YOU DIG CALL 811
REQUIRES MIN OF 48 HOURS NOTICE BEFORE YOU EXCAVATE

CODE COMPLIANCE

ALL WORK AND MATERIALS SHALL BE PERFORMED AND INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THE LATEST EDITIONS OF THE FOLLOWING:

- 2018 INTERNATIONAL BUILDING CODE (IBC)
- 2014 NATIONAL ELECTRICAL CODE (NEC) - WITH ILLINOIS AMENDMENTS
- NFPA 70B - 2016 EQUIPMENT MAINTENANCE CODE
- CONTRACTOR'S WORK SHALL COMPLY WITH THE LATEST EDITION OF THE FOLLOWING STANDARDS:
- AMERICAN CONCRETE INSTITUTE (ACI) 308 BUILDING CODE REQUIREMENTS FOR STRUCTURAL CONCRETE
- AMERICAN INSTITUTE OF STEEL CONSTRUCTION (AISC) MANUAL OF STEEL CONSTRUCTION AND MATH EDITION
- TELECOMMUNICATIONS INDUSTRY ASSOCIATION (TIA) 222-G, STRUCTURAL STANDARDS FOR STEEL
- ANTENNA TOWER AND ANTENNA SUPPORTING STRUCTURES
- TIA 807, COMMERCIAL BUILDING GROUNDING AND BONDING REQUIREMENTS FOR TELECOMMUNICATIONS
- INSTITUTE FOR ELECTRICAL AND ELECTRONICS ENGINEERS (IEEE) 81, GUIDE FOR MEASURING EARTH RESISTIVITY, GROUND IMPEDANCE, AND EARTH SURFACE POTENTIALS OF A GROUND SYSTEM
- IEEE 1180 (1988) RECOMMENDED PRACTICE FOR POWERING AND GROUNDING OF ELECTRONIC EQUIPMENT
- IEEE C62.41, RECOMMENDED PRACTICES ON SURGE VOLTAGES IN LOW VOLTAGE AC POWER CIRCUITS (FOR LOCATION CATEGORY "2" AND "2" SYSTEM EXPOSURE)
- TELCORDIA GR-1275, GENERAL INSTALLATION REQUIREMENTS
- TELCORDIA GR-1285, COAXIAL CABLE CONNECTIONS
- ANSI T1.311, FOR TELECOM - DC POWER SYSTEMS - TELECOM ENVIRONMENTAL PROTECTION
- FOR ANY CONFLICTS BETWEEN SECTIONS OF LISTED CODES AND STANDARDS REGARDING MATERIAL, METHODS OF CONSTRUCTION, OR OTHER REQUIREMENTS, THE MOST RESTRICTIVE REQUIREMENT SHALL GOVERN. WHERE THERE IS CONFLICT BETWEEN A GENERAL REQUIREMENT AND A SPECIFIC REQUIREMENT, THE SPECIFIC REQUIREMENT SHALL GOVERN.
- INTERNATIONAL RESIDENTIAL CODE FOR ONE AND TWO-FAMILY DWELLINGS
- 2015 EDITION INTERNATIONAL PROPERTY MAINTENANCE CODE
- 2015 EDITION INTERNATIONAL MECHANICAL CODE
- 2015 EDITION INTERNATIONAL FUEL GAS CODE
- 2015 EDITION STATE OF ILLINOIS PLUMBING CODE
- 2014 EDITION NATIONAL ELECTRICAL CODE
- NFPA 70B, 2014 EDITION RACON RESISTANT CONSTRUCTION
- ACT 420 ILCS 53 INTERNATIONAL FIRE CODE
- 2015 EDITION NFPA 101 LIFE SAFETY CODE
- 2015 EDITION NFPA PUBLICATION 13, TIR, 130, 72, 2015 EDITION INTERNATIONAL FIREWORK CONSERVATION CODE
- 2015 EDITION WITH THE ILLINOIS AMENDMENTS, VILLAGE OF WINNETKA BUILDING CODE AMENDMENTS, AUGUST 2015.

ALL UNUSED EQUIPMENT IS TO BE REMOVED

SHEET INDEX

SHEET	DESCRIPTION	REV.	REV. DATE
T-1	TITLE SHEET	2	10/21/2020
C-1	SITE PLAN	2	10/21/2020
C-2	TOWER ELEVATION	2	10/21/2020
C-3	ANTENNA LAYOUTS	2	10/21/2020
C-4	RF SCHEDULE	2	10/21/2020
C-5	CIVIL DETAILS	2	10/21/2020
C-6	SPECIFICATION SHEETS	2	10/21/2020
GN-1	GENERAL NOTES	2	10/21/2020

AT&T APPROVAL	
SITE ACQUISITION MANAGER:	DATE:
MASTECON CONSTRUCTION MANAGER:	DATE:
MASTECON SA PROJECT MANAGER:	DATE:
MASTECON SA SPECIALIST:	DATE:
MASTECON COMPLIANCE MANAGER:	DATE:
AT&T RF PROJECT MANAGER:	DATE:
AT&T PROJECT MANAGER:	DATE:

AT&T MOBILITY APPROVAL	
REAL ESTATE:	DATE:
RF:	DATE:
OPERATION:	DATE:

LTE PROJECTS	
☒ T80	☐ S80
☒ T80	☒ AWS
☒ WCS	☒ T80H
☒ S80	☒ S80
☐ WLL	



RAHAHEL MOHAMED, P.E.
ILLINOIS NO. 082-052844

SUBMITTALS			
DATE	DESCRIPTION	REV	ISSUED BY
10/21/2020	CONSTRUCTION	0	RM
10/21/2020	CONSTRUCTION	1	RM
10/21/2020	CONSTRUCTION	2	RM

DESIGNED BY: RM
CHECKED BY: JFS
APPROVED BY: RM
SWS PROJECT NO: 20822-NEC

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PREPARED FOR:



PREPARED BY:



SITE ID:
IL0062

SITE NAME:
WINNETKA

SITE ADDRESS:
725 TOWER ROAD
WINNETKA, IL 60093

FA LOCATION:
10005088

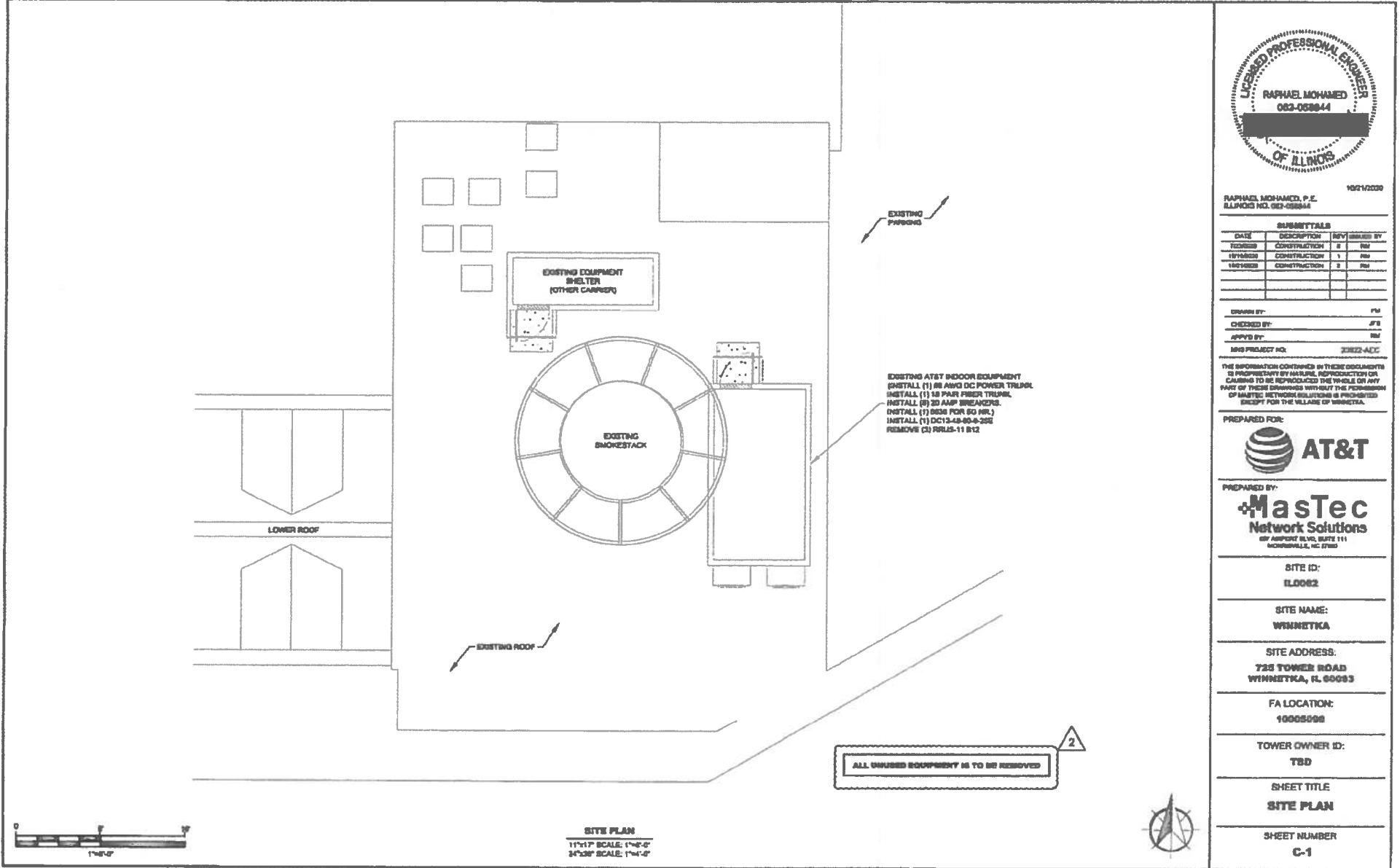
TOWER OWNER ID:
T80

SHEET TITLE
TITLE SHEET

SHEET NUMBER
T-1

SITE SUMMARY	
SCOPE TYPE:	CARRIER ADD
OCCUPANCY TYPE:	TELECOMMUNICATIONS FACILITY
TAB:	1002038
PAGE NO.:	082086-08764
STRUCTURE TYPE:	248' - MONOPOLE
LATITUDE:	42.1194187
LONGITUDE:	-87.7300872
GROUND ELEVATION:	585' AMSL
JURISDICTION:	COOK COUNTY
PARCEL ID:	T80

PROJECT DIRECTORY	
SITE ADDRESS:	725 TOWER ROAD WINNETKA, IL 60093 (COOK COUNTY)
APPLICANT:	AT&T MOBILITY CORP 830 NATIONAL PARKWAY SCHLAUSBURG, IL 60173
TOWER OWNER:	VILLAGE OF WINNETKA 610 GREEN BAY ROAD WINNETKA, IL 60093
PROJECT MANAGER:	MASTECON NETWORK SOLUTIONS 1351 E. WYNDY PARK RD TASCALA, IL 60143 LAURA FERGUSON PHONE: (830) 634-6848
SITE DESIGN:	MASTECON ENGINEERING 807 AIRPORT BLVD, SUITE 111 MORRISVILLE, NC 27560 CONTACT: RAHAHEL MOHAMED PHONE: (919) 874-8885



10212030
RAPHAEL MOHAMED, P.E.
ILLINOIS NO. 063-058844

SUBMITTALS			
DATE	DESCRIPTION	REVISED BY	
10/20/08	CONSTRUCTION	S	RM
10/20/08	CONSTRUCTION	1	RM
10/20/08	CONSTRUCTION	2	RM

DRAWN BY: PJ
CHECKED BY: JTB
APPROVED BY: RM
MNS PROJECT NO: 23822-400

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PREPARED BY:
MasTec
Network Solutions
801 AIRPORT BLVD, SUITE 111
WINSTON-SALEM, NC 27103

SITE ID:
IL0062

SITE NAME:
WINNETKA

SITE ADDRESS:
725 TOWER ROAD
WINNETKA, IL 60083

FA LOCATION:
10005098

TOWER OWNER ID:
TSD

SHEET TITLE
SITE PLAN

SHEET NUMBER
C-1

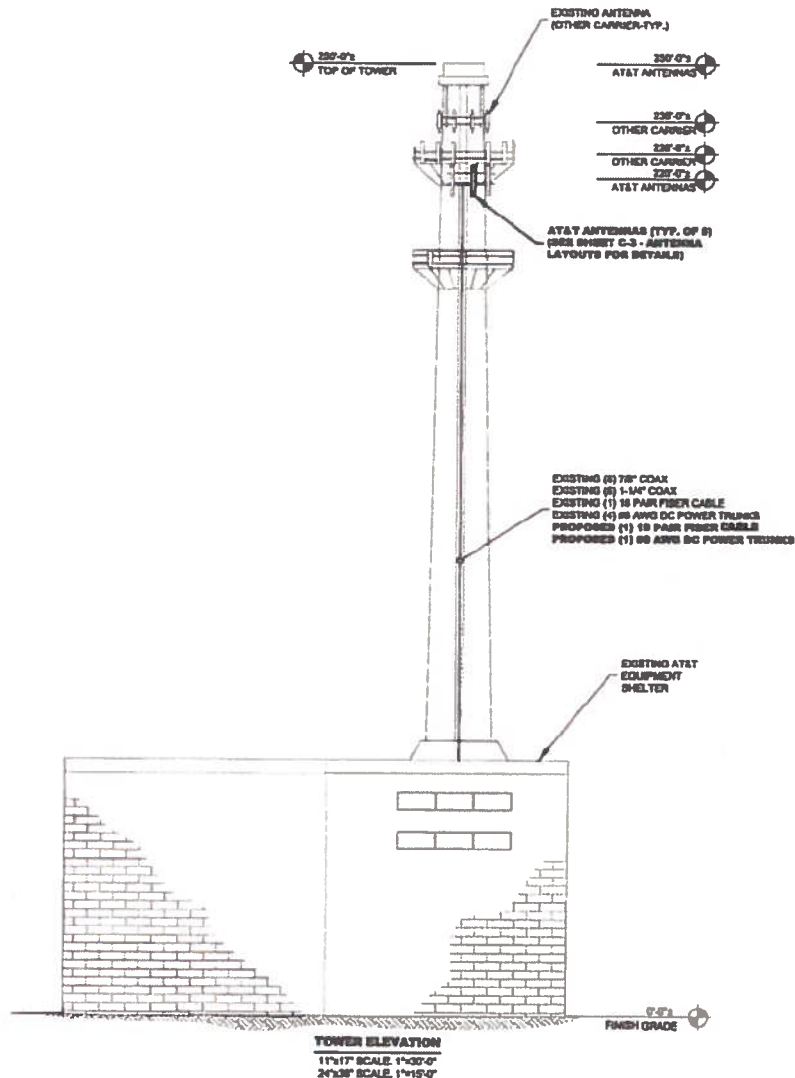


REFERENCE NOTES

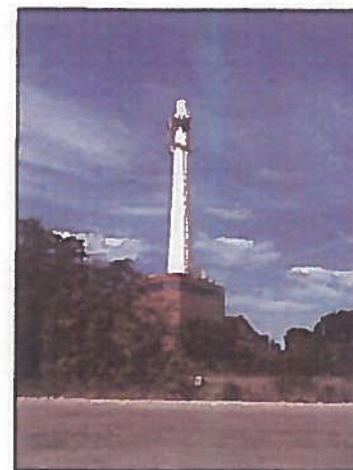
GC SHALL REVIEW AND COMPLY WITH MASTEC NETWORK SOLUTIONS MOUNT STRUCTURAL ANALYSIS DATED 01/12/2017

NOTES

- REFER TO RF DESIGN SHEET ANTENNA CONFIGURATION DRAWING/ RET CONTROL DIAGRAM & INSTALL AS REQUIRED LOWER DIPLEXERS, SPLIT, PDUs, RET CONTROLLER & HW CABLE, WGL BOTTOM JUMPERS, LAM CABLES, 800MM LOADS OR TERMINATION CAPS.
- ALL ANTENNA AZIMUTH TO BE FROM TRUE NORTH.



PHOTOS TAKEN ON 8/14/2017



EXISTING TOWER



ALPHA SECTOR



BETA SECTOR



GAMMA SECTOR



RAHAEL MOHAMED, P.E.
ILLINOIS NO. 082-059844

10/21/2020

SUBMITTALS

DATE	DESCRIPTION	REV	ISSUED BY
10/21/2020	CONSTRUCTION	0	RM
10/21/2020	CONSTRUCTION	1	RM
10/21/2020	CONSTRUCTION	2	RM

DRAWN BY: PM
CHECKED BY: JFS
APPROVED BY: RM
VNS PROJECT NO: 2022-JEC

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PREPARED FOR:



PREPARED BY:

MasTec
Network Solutions
807 AIRPORT BLVD, SUITE 111
NORFOLK, IL 60130

SITE ID:
IL0062

SITE NAME:
WINNETKA

SITE ADDRESS:
725 TOWER ROAD
WINNETKA, IL 60093

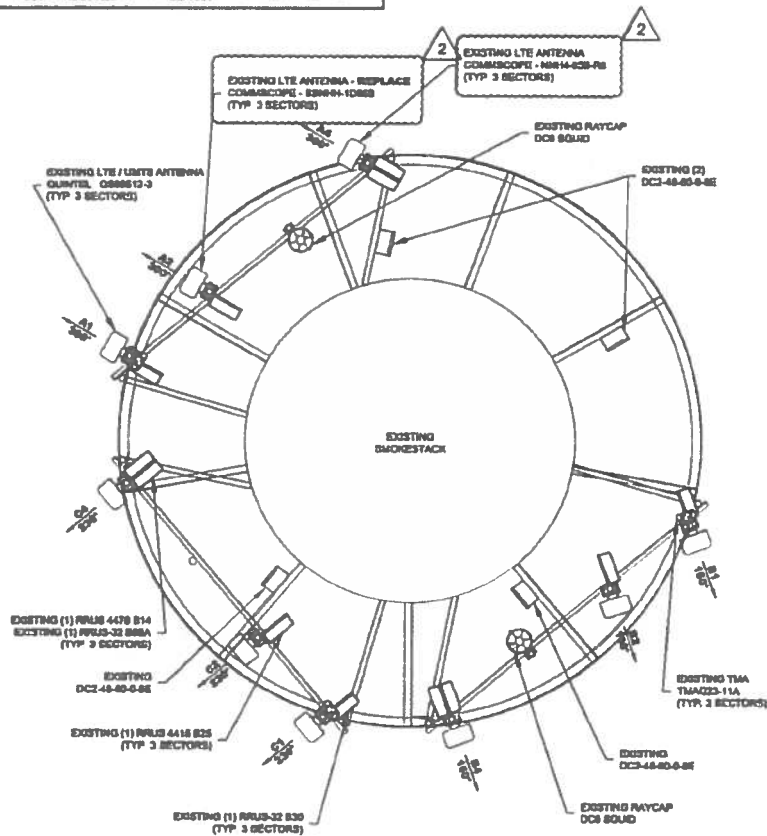
FA LOCATION:
10005086

TOWER OWNER ID:
TSD

SHEET TITLE
TOWER ELEVATION

SHEET NUMBER
C-2

- NOTES:**
- EXISTING ANTENNA POSITIONS & AZIMUTHS ARE ASSUMED BASED ON RFPL. CONTRACTOR TO VERIFY PRIOR TO CONSTRUCTION & COORDINATE WITH AT&T RF ENGINEER FOR ANY DISCREPANCY.
 - REFER TO RF DESIGN SHEET FOR ADDITIONAL INFORMATION ON DPLEXERS/COAXES.
 - RELOCATE/ADD/REPLACE MOUNTING PIPES AS REQUIRED TO ACCOMMODATE NEW ANTENNAS.
 - MAINTAIN 3'-0" MIN. SEPARATION BETWEEN TOWER ANTENNAS.
 - INSTALLER TO FIELD VERIFY ANTENNA SEPARATION.
 - INSTALLER MAY NEED TO SHIFT ANTENNA MOUNTS AS NEEDED TO OBTAIN REQUIRED MINIMUM SEPARATION BETWEEN ANTENNAS.

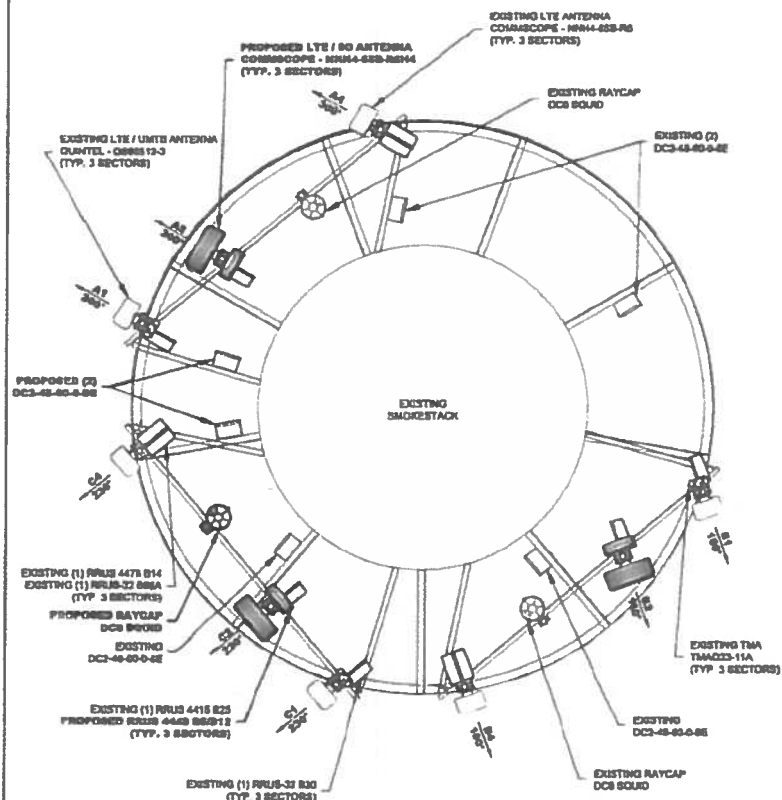


EXISTING ANTENNA LAYOUT
1"=17' SCALE: 1"=4'-0"
3/4"=3' SCALE: 1"=4'-0"



2

ALL EQUIPMENT, ANTENNAS, AND MOUNTING HARDWARE MUST BE PAINTED TO MATCH THE EXISTING COLOR OF THE STACK.



PROPOSED ANTENNA LAYOUT
1"=17' SCALE: 1"=4'-0"
3/4"=3' SCALE: 1"=4'-0"



10/21/2020
RAPHAEL MOHAMED, P.E.
ILLINOIS NO. 082-058844

REVISIONS		
DATE	DESCRIPTION	REVISED BY
10/21/2020	CONSTRUCTION	1 RM
10/21/2020	CONSTRUCTION	3 RM

DRAWN BY: RM
CHECKED BY: JPS
APPROVED BY: RM
MNS PROJECT NO: 20022-AEC

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PREPARED FOR:
AT&T
PREPARED BY:
MasTec
Network Solutions
800 AIRPORT BLVD, SUITE 111
WINNETKA, IL 60093

SITE ID:
E0062

SITE NAME:
WINNETKA

SITE ADDRESS:
726 TOWER ROAD
WINNETKA, IL 60093

FA LOCATION:
10005096

TOWER OWNER ID:
TBD

SHEET TITLE
ANTENNA LAYOUTS

SHEET NUMBER
C-3

NOTE:
 * CONTRACTOR TO VERIFY COLOR COORDS REQUIREMENT WITH
 AT&T CONSTRUCTION MANAGER PRIOR TO INSTALLATION.

FINAL RF EQUIPMENT SCHEDULE

SITE/PORT POSITION	FREQUENCY BAND	ANTENNA MANUFACTURER	RAS CENTER	ANTENNA TIP HEIGHT	AZIMUTH	R. TILT	L. TILT	(QTY.) RADIO	(QTY.) TRAP/FILTERS	(QTY.) SURGE PROTECTION	(QTY.) CABLES	CABLE LENGTH
A1	UMTS 800 LTE WCS	QUINTEL - CS88512-3	225'-0"	225'-0"	300'	-	-	(1) RRU32-32 830	(1) TMA323-11A	-	(2) 1-1/4" COAX (1) 3/4" RPT CABLE	240'-0"
A2	LTE 700/1900 80 800	COMMSCOPE - 180M-800-80M4 (P)	225'-0"	225'-0"	300'	-	-	(1) RRU32 4400 800/12 (P) (1) RRU32 4410 825	-	(1) DC3-48-60-15-2C-EV (2) DC3-48-60-6-6E	(1) FIBER TRUNK (2) DC TRUNKS	240'-0"
A3	-	-	-	-	-	-	-	-	-	-	-	-
A4	LTE 700/1900	COMMSCOPE - 180M-800-80M4	225'-0"	225'-0"	300'	-	-	(1) RRU32 4470 814 (1) RRU32 4480A	-	-	(2) 7/8" COAX	240'-0"
B1	UMTS 800 LTE WCS	QUINTEL - CS88512-3	225'-0"	225'-0"	180'	-	-	(1) RRU32-32 830	(1) TMA323-11A	-	(2) 1-1/4" COAX	240'-0"
B2	LTE 700/1900 80 800	COMMSCOPE - 180M-800-80M4 (P)	225'-0"	225'-0"	180'	-	-	(1) RRU32 4400 800/12 (P) (1) RRU32 4410 825	-	(1) DC3-48-60-15-2C-EV (2) DC3-48-60-6-6E	(2) DC TRUNKS	240'-0"
B3	-	-	-	-	-	-	-	-	-	-	-	-
B4	LTE 700/1900	COMMSCOPE - 180M-800-80M4	225'-0"	225'-0"	180'	-	-	(1) RRU32 4470 814 (1) RRU32 4480A	-	-	(2) 7/8" COAX	240'-0"
C1	UMTS 800 LTE WCS	QUINTEL - CS88512-3	225'-0"	225'-0"	230'	-	-	(1) RRU32-32 830	(1) TMA323-11A	-	(2) 1-1/4" COAX	240'-0"
C2	LTE 700/1900 80 800	COMMSCOPE - 180M-800-80M4 (P)	225'-0"	225'-0"	230'	-	-	(1) RRU32 4400 800/12 (P) (1) RRU32 4410 825	-	(1) DC3-48-60-15-2C-EV (P) (2) DC3-48-60-6-6E (P)	(1) FIBER TRUNK (P) (2) DC TRUNKS (P)	240'-0"
C3	-	-	-	-	-	-	-	-	-	-	-	-
C4	LTE 700/1900	COMMSCOPE - 180M-800-80M4	225'-0"	225'-0"	230'	-	-	(1) RRU32 4470 814 (1) RRU32 4480A	-	-	(2) 7/8" COAX	240'-0"
TOTALS		(8) ANTENNAS	-	-	-	-	-	(8) RRUS	(2) TMA323 (2) FILTERS	(2) SPD	(20) CABLES	-

(P) = PROPOSED

RF SCHEDULE PREPARED BASED ON THE RFDS DATED 8/31/2009
 RFDS VERSION # 1.00
 GENERAL CONTRACTOR TO VERIFY AND INCORPORATE MOST
 RECENT VERSION OF RFDS PRIOR TO CONSTRUCTION



10/21/2009
 RAPHAEL MOHAMED, P.E.
 ILLINOIS NO. 082-058844

SUBMITTALS			
DATE	DESCRIPTION	REV	ISSUED BY
REVISION	CONSTRUCTION	0	RM
REVISION	CONSTRUCTION	1	RM
REVISION	CONSTRUCTION	2	RM

DRAWN BY: PM
 CHECKED BY: JFB
 APPROVED BY: RM
 LMS PROJECT NO: 20322-ACC

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PREPARED FOR:

AT&T

PREPARED BY:

MasTec
 Network Solutions
 801 JEFFERSON BLVD, SUITE 111
 MORRISVILLE, NC 27560

SITE ID:
 110062

SITE NAME:
 WINNETKA

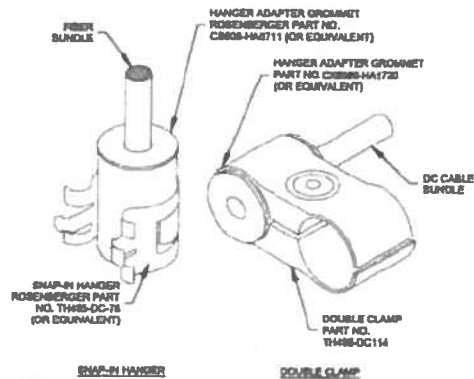
SITE ADDRESS:
 725 TOWER ROAD
 WINNETKA, IL 60093

FA LOCATION:
 10005088

TOWER OWNER ID:
 T8D

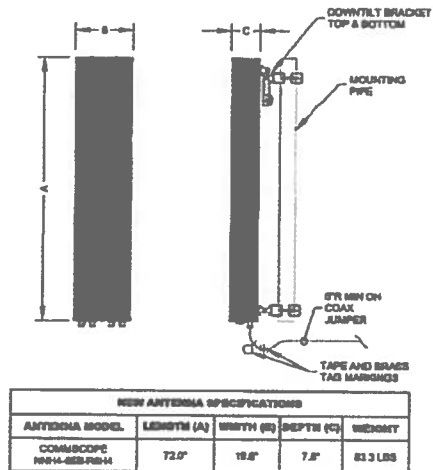
SHEET TITLE
 RF SCHEDULE

SHEET NUMBER
 C-4

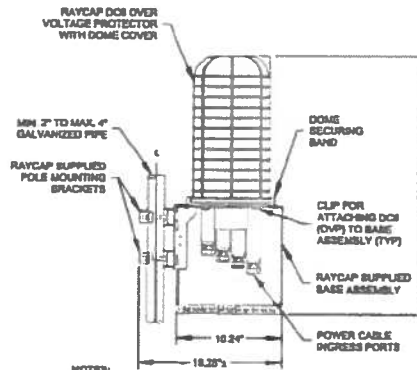


- NOTES:**
1. REFER TO JSA DOCUMENT FOR EXACT CABLE MODEL NUMBERS AND MANUFACTURER SPECIFICATIONS FOR PROPER GROMMETS AND HANGERS TO SUPPORT THE FIBER AND DC CABLE BUNDLES.
 2. REFER TO STRUCTURAL ANALYSIS FOR EXACT CABLE ROUTING AND MOUNTING CONFIGURATION.

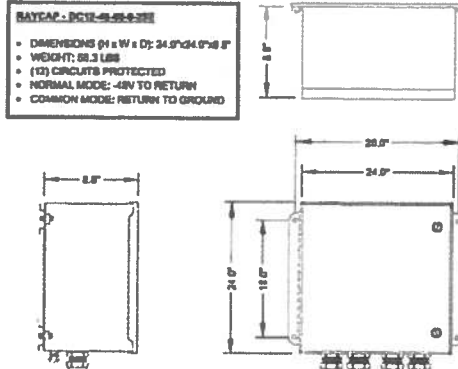
FIBER/DC CABLE SUPPORT
SCALE: N.T.S.



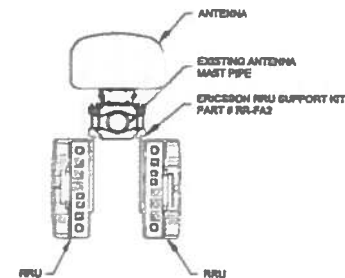
NEW ANTENNA SPECIFICATIONS
SCALE: N.T.S.



NOTES:
RAYCAP VIA AT&T SUPPLIES THE DC OVER VOLTAGE PROTECTOR AND PIPE MOUNTING BRACKET. SUBCONTRACTOR SHALL SUPPLY THE PIPE.
RAYCAP DC-48-60-0-8C-EV OVP ASSEMBLY
SCALE: N.T.S.

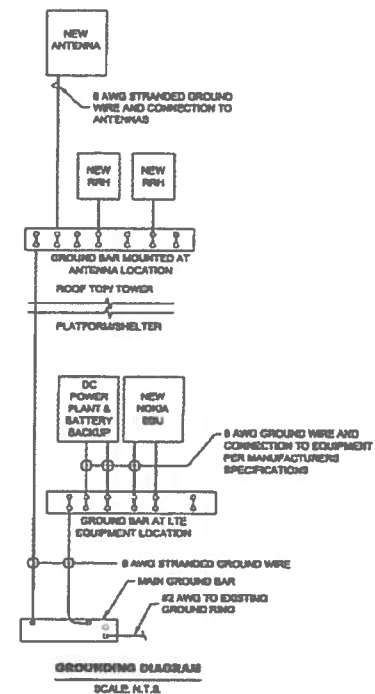


DC12-48-60-0-25E DETAIL
SCALE: N.T.S.



NOTES:
DETAIL IS DIAGRAMMATIC. CONTRACTOR TO INSTALL RRUs ON RRU MOUNT BEST SUITED FOR ANTENNA CONFIGURATION.

DUAL RRU MOUNTING DETAIL
SCALE: N.T.S.



GROUNDING DIAGRAM
SCALE: N.T.S.



1021/2023
RAPHAEL MOHAMED, P.E.
ILLINOIS NO. 063-058844

SUBMITTALS			
DATE	DESCRIPTION	REV	ISSUED BY
10/10/2023	CONSTRUCTION	5	RM
10/10/2023	CONSTRUCTION	1	RM
10/10/2023	CONSTRUCTION	2	RM

DRAWN BY: PM
CHECKED BY: JFS
APPROVED BY: RM
MSJ PROJECT NO: 23023-AEC

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PREPARED FOR:
AT&T
PREPARED BY:
MasTec
Network Solutions
100 AIRPORT BLVD, SUITE 111
MORRISVILLE, NC 27560

SITE ID:
IL0062

SITE NAME:
WHNNETKA

SITE ADDRESS:
**725 TOWER ROAD
WHNNETKA, IL 60063**

FA LOCATION:
10005098

TOWER OWNER ID:
TBD

SHEET TITLE
CIVIL DETAILS

SHEET NUMBER
C-5



GENERAL NOTES

- FOR THE PURPOSE OF CONSTRUCTION DRAWING, THE FOLLOWING DEFINITIONS SHALL APPLY:
CONTRACTOR - GENERAL CONTRACTOR (CONSTRUCTION)
OWNER - AT&T
OEM - ORIGINAL EQUIPMENT MANUFACTURE
- PRIOR TO THE SUBMISSION OF BID, THE BIDDING CONTRACTOR SHALL VISIT THE CELL SITE TO FAMILIARIZE WITH THE EXISTING CONDITIONS AND TO CONFIRM THAT THE WORK CAN BE ACCOMPLISHED AS SHOWN ON THE CONSTRUCTION DRAWINGS. ANY DISCREPANCY FOUND SHALL BE BROUGHT TO THE ATTENTION OF OWNER.
- ALL MATERIALS FURNISHED AND INSTALLED SHALL BE IN STRICT ACCORDANCE WITH ALL APPLICABLE CODES, REGULATIONS, AND ORDINANCES. CONTRACTOR SHALL ISSUE ALL APPROPRIATE NOTICES AND COMPLY WITH ALL LAWS, ORDINANCES, RULES, REGULATIONS, AND LAWFUL ORDERS OF ANY PUBLIC AUTHORITY REGARDING THE PERFORMANCE OF THE WORK.

ALL WORK CARRIED OUT SHALL COMPLY WITH ALL APPLICABLE MUNICIPAL AND UTILITY COMPANY SPECIFICATIONS AND LOCAL JURISDICTIONAL CODES, ORDINANCES AND APPLICABLE REGULATIONS.
- DRAWINGS PROVIDED HERE ARE NOT TO SCALE AND ARE INTENDED TO SHOW OUTLINE ONLY.
- UNLESS NOTED OTHERWISE, THE WORK SHALL INCLUDE FURNISHING MATERIALS, EQUIPMENT, APPURTENANCES, AND LABOR NECESSARY TO COMPLETE ALL INSTALLATIONS AS INDICATED ON THE DRAWINGS.
- THE CONTRACTOR SHALL INSTALL ALL EQUIPMENT AND MATERIALS IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS UNLESS SPECIFICALLY STATED OTHERWISE.
- IF THE SPECIFIED EQUIPMENT CANNOT BE INSTALLED AS SHOWN ON THESE DRAWINGS, THE CONTRACTOR SHALL PROPOSE AN ALTERNATIVE INSTALLATION FOR APPROVAL BY THE OWNER.
- CONTRACTOR SHALL DETERMINE ACTUAL ROUTING OF CONDUIT, POWER AND T1 CABLES, GROUNDING CABLES AS SHOWN ON THE POWER, GROUNDING AND TIE/D PLAN DRAWING.
- THE CONTRACTOR SHALL PROTECT EXISTING IMPROVEMENTS, PAVEMENTS, CURBS, LANDSCAPING AND STRUCTURES. ANY DAMAGED PART SHALL BE REPAIRED AT CONTRACTOR'S EXPENSE TO THE SATISFACTION OF OWNER.
- CONTRACTOR SHALL LEGALLY AND PROPERLY DISPOSE OF ALL SCRAP MATERIALS SUCH AS COAXIAL CABLES AND OTHER ITEMS REMOVED FROM THE EXISTING FACILITY. ANTENNAS REMOVED SHALL BE RETURNED TO THE OWNER'S DESIGNATED LOCATION.
- CONTRACTOR SHALL LEAVE PREMISES IN CLEAN CONDITION.
- ALL WORK SHALL BE IN COMPLIANCE WITH CURRENT VERSION OF AT&T CONSTRUCTION SPECIFICATIONS INCLUDING UPDATES. IF CONTRACTOR DOES NOT HAVE A COPY OF SPECS, NOTIFY AT&T IMMEDIATELY.

GENERAL NOTES (USE WHERE APPLICABLE)

GROUNDING NOTES

- COAX CABLE SHALL BE GROUND AT ANTENNA LEVEL WITHIN 8' OF ANTENNA. COAX WILL ADDITIONALLY BE GROUND AT THE BASE OF THE TOWER 10' BEFORE THE CABLE REACHES A HORIZONTAL PLANE. IF EQUIPMENT CABINET IS MORE THAN 10' FROM THE TOWER AN ADDITIONAL GROUND KIT WILL BE ADDED 34" BEFORE CABLE ENTERS CABINET.
- ALL COAX GROUND KITS WILL BE ANDREW "COMPACT SURE GROUND" OR APPROVED EQUAL.
- VERIFY THE GROUNDING CONTINUITY BETWEEN THE TOWER BASE AND THE NEW AT&T CABINET GROUND BAR. CONTRACTOR SHALL ENSURE THAT ALL METALLIC OBJECTS WITHIN 8' FROM CABINET HAVE GROUNDING CONTINUITY. THE CONTRACTOR SHALL CORRECT ANY DEFECTS BY ADDING GROUNDING CONDUCTOR TO ENSURE CONTINUITY.
- CONTRACTOR SHALL PERFORM A GROUND IMPEDANCE TEST PRIOR TO CONSTRUCTION TO ENSURE SITE IS LOWER THAN 5 OHM. IF SITE HAS A RESISTANCE HIGHER THAN 5 OHM REPORT TO AT&T FOR FURTHER DIRECTION.
- GROUNDING CONDUCTORS SHALL BE COPPER ONLY. EITHER SOLID OR STRANDED CONDUCTORS ARE PERMITTED. ALL EXTERNAL BURIED CONDUCTORS MUST BE BARE. EQUIPMENT GROUND LEADS IN CABLE TRAYS MUST BE GREEN INSULATED.
- CONTRACTOR TO PROVIDE GROUND WIRES, BARS AND CONNECTIONS AS SHOWN ON GROUNDING RISER DIAGRAM.
- ROUTE GROUNDING CONDUCTORS ALONG THE SHORTEST AND STRAIGHTEST PATH POSSIBLE, EXCEPT AS OTHERWISE INDICATED. RADIUS BENDS OF GROUNDING LEADS TO BE A MINIMUM OF 12", 90 DEGREE BENDS WITH 6" RADIUS BEND WHERE FIELD CONDITIONS PROHIBIT WIDER SWEEPS.
- GROUNDING CONNECTIONS SHALL BE EXOTHERMIC TYPE ("COLDWELD") TO ANTENNA MASTS, FENCE POSTS, AND GROUND RODS. REMAINING GROUNDING CONNECTIONS SHALL BE COMPRESSION MECHANICAL FITTINGS.

ELECTRICAL NOTES

- ALL ELECTRICAL WORK SHALL CONFORM TO THE 2014 NATIONAL ELECTRIC CODE & 2015 INTERNATIONAL BUILDING CODE (IBC).
- ALL ELECTRICAL ITEMS SHALL BE U.L. APPROVED OR LISTED.
- POWER WIRES AND CABLES SHALL BE COPPER WITH TYPE THWN, THWN, OR THHN INSULATION. SOLID CONDUCTORS FOR #10 AWG AND SMALLER, STRANDED FOR LARGER THAN #10 AWG. MINIMUM SIZE #12 AWG.
- POWER WIRES OUTSIDE CABINET AND CABLES SHALL BE INSTALLED IN CODE COMPLIANT RIGID CONDUIT OR FLEXIBLE LIQUID TIGHT CONDUIT AS INDICATED ON DRAWING.
- CONTRACTOR TO OBTAIN ALL PERMITS, PAY PERMIT FEES, AND BE RESPONSIBLE FOR SCHEDULING INSPECTIONS.
- CONTRACTOR TO OBTAIN LOCAL POWER AND TELEPHONE COMPANY APPROVAL AND COORDINATE WITH UTILITY COMPANIES SERVICE ENTRANCE REQUIREMENTS.

COAX NOTES

- MINIMUM SEPARATION BETWEEN ANTENNAS IS 36" IF CONTRACTOR CAN NOT MAINTAIN MINIMUM DISTANCE CONTACT ENGINEER FOR SOLUTION / ALTERNATE DESIGN.
- COAX CABLE LENGTH SHOWN IS APPROXIMATE. CONTRACTOR IS REQUIRED TO MAKE ACTUAL FIELD MEASUREMENT PRIOR TO PURCHASE AND BE RESPONSIBLE FOR SAME.
- COAX CABLE SHALL BE RAISED / SUPPORTED WITH HOISTING GRIP AT APPROPRIATE POINTS PER MANUFACTURER REQUIREMENTS.
- CONTRACTOR WILL PROVIDE COAX CABLE, RF CONNECTORS AND RF GROUNDING KITS.
- CONTRACTOR SHALL SUPPORT COAX CABLE PER MANUFACTURER REQUIREMENTS. SUPPORT SHALL BE STAINLESS STEEL SNAP IN OR NON-COMPRESSING BUTTERFLY CLAMP. NO NYLON OR PLASTIC "ZIP-TIES" WILL BE ALLOWED. COAX MAY BE UNSUPPORTED INSIDE MONOPOLE INSTALLATIONS.
- NO COAX SHALL BE OUTSIDE THE POLE MORE THAN 20'-0" (UNLESS OTHERWISE DIRECTED), TO GET FROM AN EXISTING PORTHOLE TO ANTENNA HEIGHT IF DISTANCE IS GREATER THAN 20'-0" A NEW 6"x3" PORTHOLE SHALL BE INSTALLED. PORTHOLE SHALL BE INSTALLED PER TOWER MANUFACTURER REQUIREMENTS. NO HOLES WILL BE CUT WITH A TORCH. ALL HOLES WILL BE CUT WITH DIAMOND WHEEL. NO NEW PORTHOLES SHALL BE INSTALLED UNLESS PRIOR WRITTEN APPROVAL IS GIVEN BY AT&T.



10/21/2023

RAHAHEL, MOHAMED, P.E.
ILLINOIS NO. 062-058844

SUBMITTALS			
DATE	DESCRIPTION	REV	ISSUED BY
10/16/23	CONSTRUCTION	0	RM
10/16/23	CONSTRUCTION	1	RM
10/16/23	CONSTRUCTION	2	RM

DRAWN BY: PJ
CHECKED BY: JPS
APPROVED BY: RM
SHEET PROJECT NO.: 2023-NEC

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PREPARED FOR:



PREPARED BY:

MasTec
Network Solutions
801 AIRPORT BLVD, SUITE 111
MORRISVILLE, NC 27560

SITE ID:
IL0062

SITE NAME:
WINNETKA

SITE ADDRESS:
725 TOWER ROAD
WINNETKA, IL 60093

FA LOCATION:
10005008

TOWER OWNER ID:
TSD

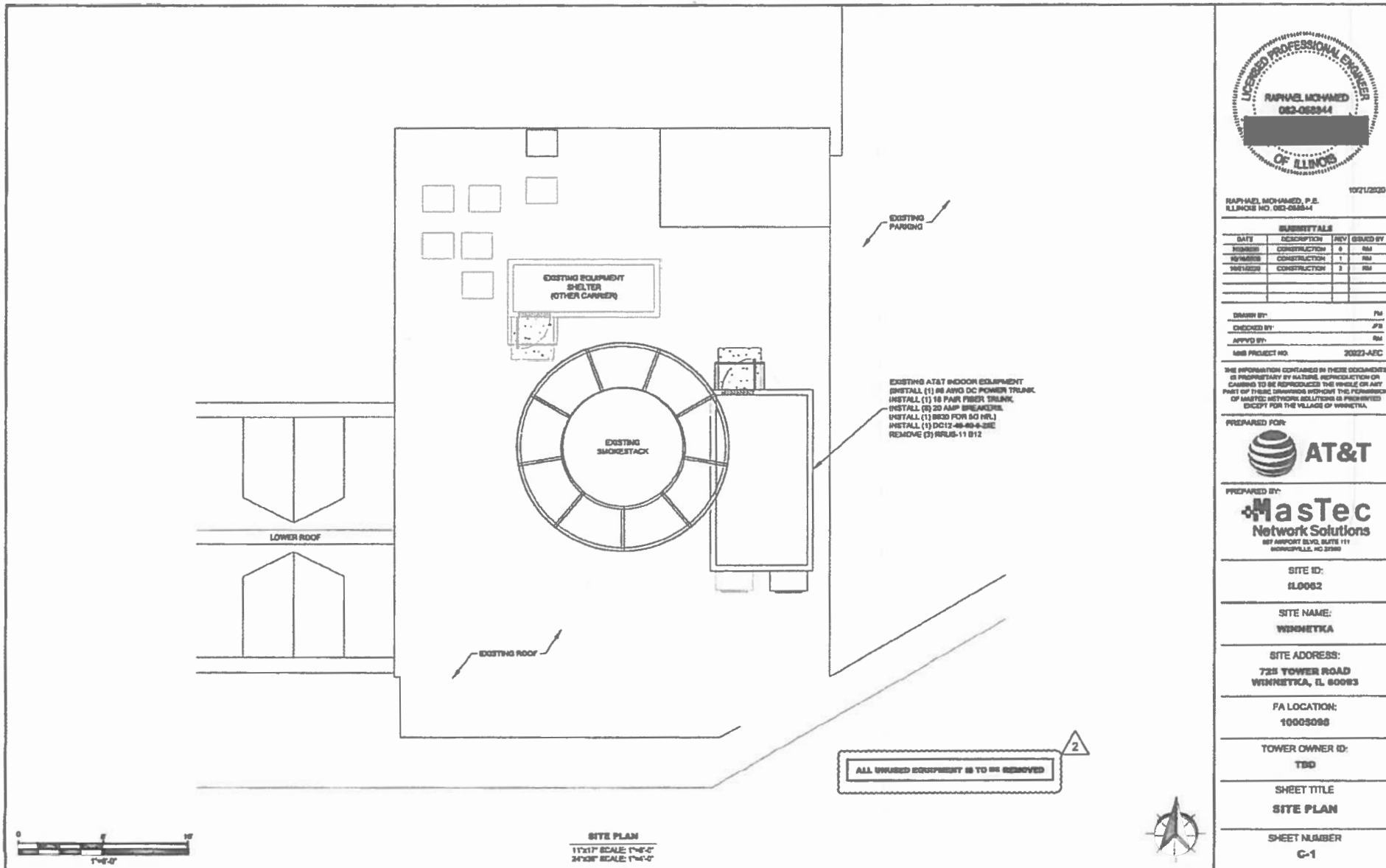
SHEET TITLE
GENERAL NOTES

SHEET NUMBER
GN-1

Cell Site No.: IL0062
Cell Site Name: WINNETKA POWER PLANT
Fixed Asset No.: 10005098
Market: IL/WI

EXHIBIT 3

LICENSED PREMISES

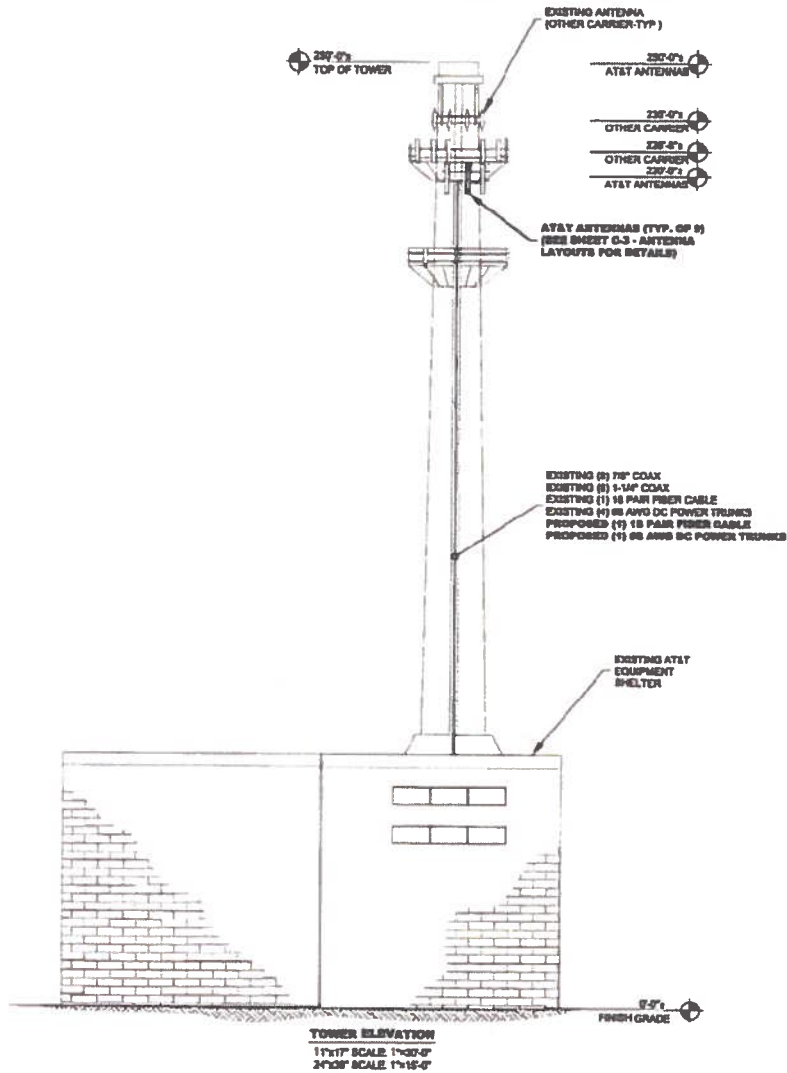


REFERENCE NOTES

GC SHALL REVIEW AND COMPLY WITH MASTEC NETWORK SOLUTIONS MOUNT STRUCTURAL ANALYSIS DATED 7/17/2020.

NOTES

- REFER TO RF DESIGN SHEET/ ANTENNA CONFIGURATION DRAWING/ RPT CONTROL DIAGRAM & INSTALL AS REQUIRED LOWER DIPLEXERS, BAS-T, POLE, RPT CONTROLLER & HW CABLE, MCL, BOTTOM JUMPER, LMA CABLE, SDRM LOADS OR TERMINATION CAPS
- ALL ANTENNA AZIMUTH TO BE FROM TRUE NORTH.



PHOTOS TAKEN ON 8/14/2017



EXISTING TOWER



ALPHA SECTOR



BETA SECTOR



GAMMA SECTOR



10/21/2020

RAHAPHEL MOHAMED, P.E.
ILLINOIS NO. 032-052844

SUBMITTALS

DATE	DESCRIPTION	REV	ISSUED BY
10/20/20	CONSTRUCTION	6	RM
10/16/2020	CONSTRUCTION	1	RM
10/16/20	CONSTRUCTION	2	RM

DRAWN BY: RM

CHECKED BY: JFS

APPROVED BY: RM

MSB PROJECT NO: 20022-48C

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PREPARED FOR:



PREPARED BY:

Mastec
Network Solutions
87 AIRPORT BLVD, SUITE 111
SCENESVILLE, NC 27586

SITE ID:

1L0062

SITE NAME:

WINNETKA

SITE ADDRESS:

725 TOWER ROAD
WINNETKA, IL 60093

FA LOCATION:

10008096

TOWER OWNER ID:

TBD

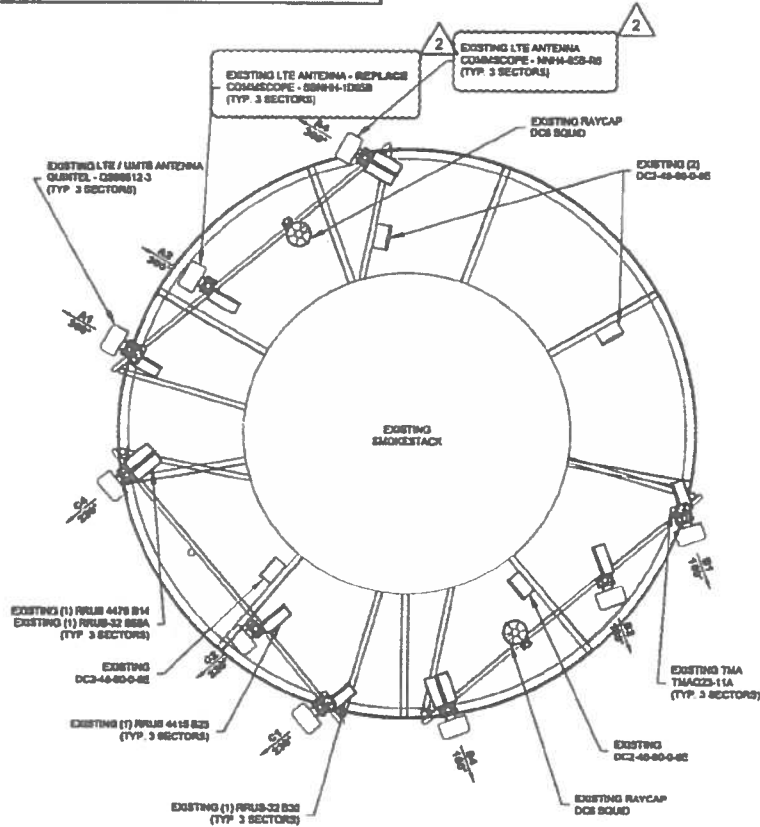
SHEET TITLE

TOWER ELEVATION

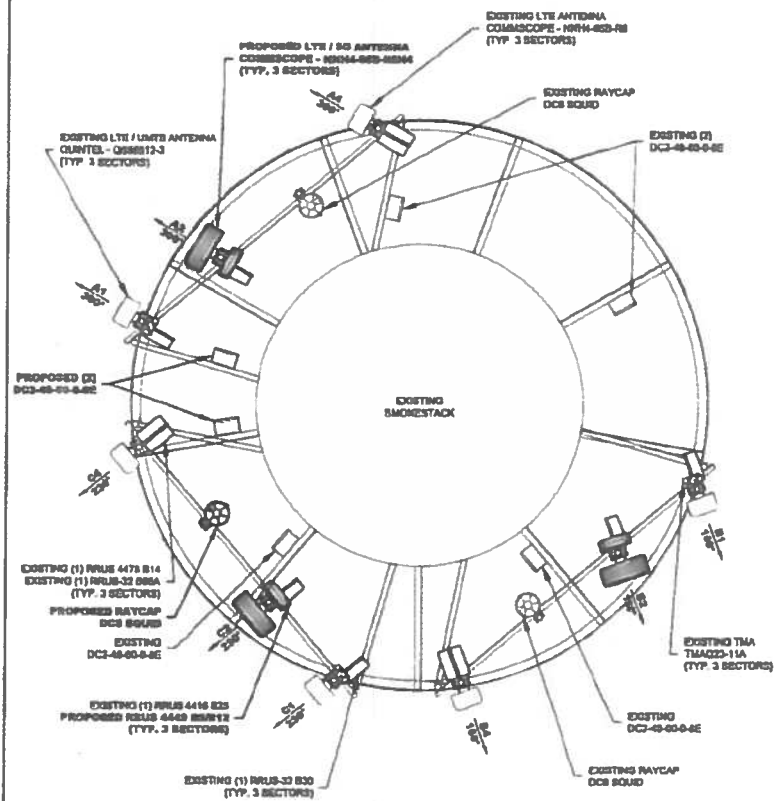
SHEET NUMBER

C-2

- NOTES:**
- EXISTING ANTENNA POSITIONS & AZIMUTHS ARE ASSUMED BASED ON RFDS. CONTRACTOR TO VERIFY PRIOR TO CONSTRUCTION & COORDINATE WITH AT&T RF ENGINEER FOR ANY DISCREPANCY
 - REFER TO RF DESIGN SHEET FOR ADDITIONAL INFORMATION ON DUPLEXERS/COAXIALS.
 - RELOCATE/ADD/REPLACE MOUNTING PIPES AS REQUIRED TO ACCOMMODATE NEW ANTENNAS.
 - MAINTAIN 2'-0" MIN. SEPARATION BETWEEN TOWER ANTENNAS.
 - INSTALLER TO FIELD VERIFY ANTENNA SEPARATION.
 - INSTALLER MAY NEED TO SHIFT ANTENNA MOUNTS AS NEEDED TO OBTAIN REQUIRED MINIMUM SEPARATION BETWEEN ANTENNAS.



2 ALL EQUIPMENT, ANTENNAS, AND MOUNTING HARDWARE MUST BE PAINTED TO MATCH THE EXISTING COLOR OF THE TOWER.



10/21/2020

RAFAEL MOHAMED, P.E.
ILLINOIS NO. 063-058944

REVISIONS			
DATE	DESCRIPTION	REV	DESIGNED BY
10/21/2020	CONSTRUCTION	0	RM
10/21/2020	CONSTRUCTION	1	RM
10/21/2020	CONSTRUCTION	2	RM

DRAWN BY: RM

CHECKED BY: JPS

APPROVED BY: RM

DATE PROJECT FILE: 20823-AEC

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PREPARED BY:

MasTec
Network Solutions
807 AIRPORT ROAD, SUITE 111
WINNETKA, IL 60093

SITE ID:
EL0062

SITE NAME:
WINNETKA

SITE ADDRESS:
728 TOWER ROAD
WINNETKA, IL 60093

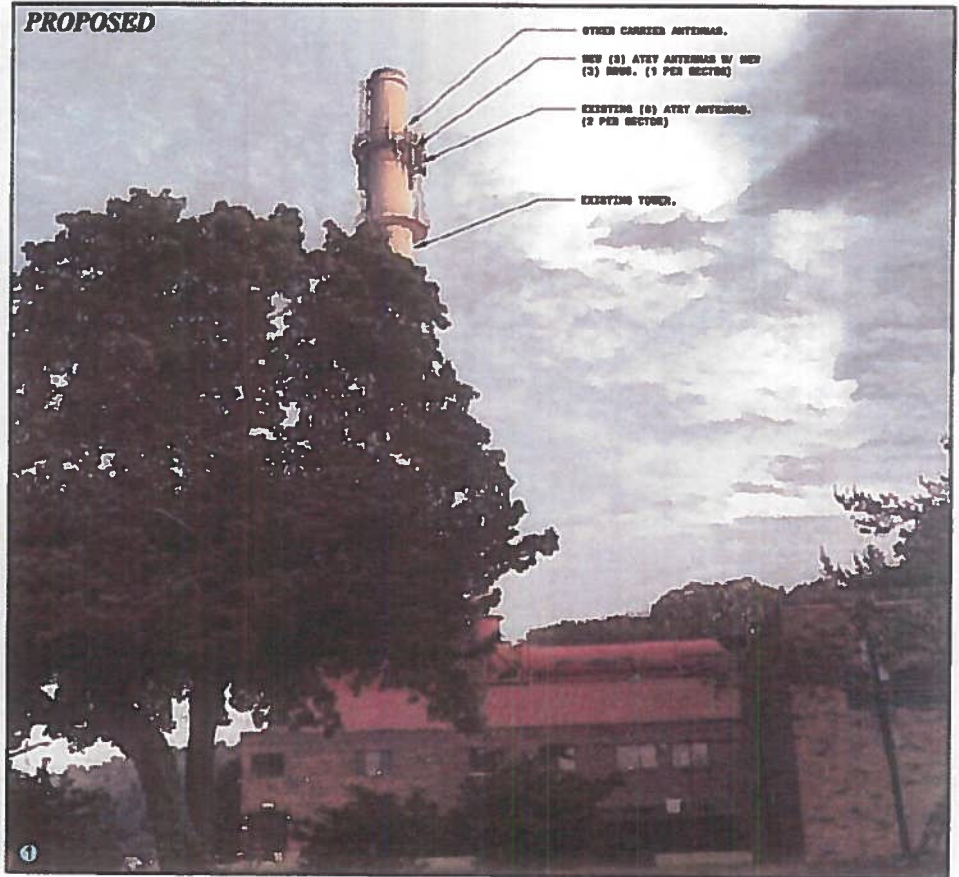
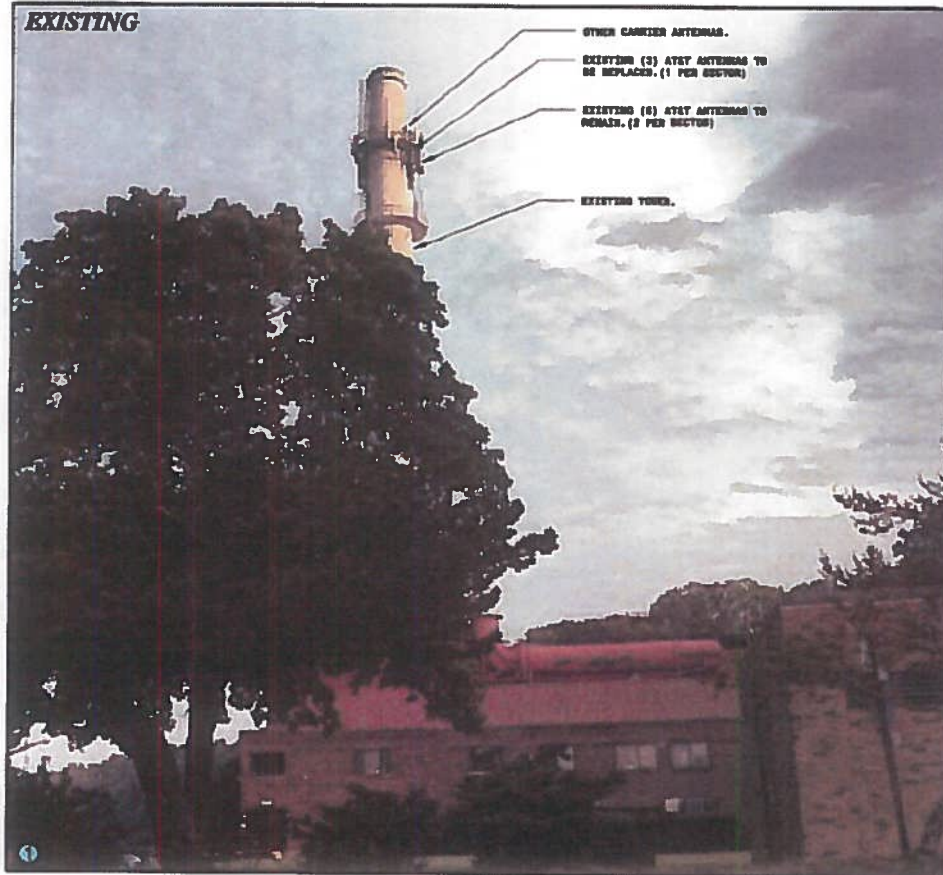
FA LOCATION:
10006008

TOWER OWNER ID:
TBD

SHEET TITLE
ANTENNA LAYOUTS

SHEET NUMBER
C-3

Exhibit B



Photosimulation Viewpoint



LTE 4TX4RX/LTE 5G NR 1DR-1
WINNETKA
(IL0062)
725 TOWER ROAD
WINNETKA, IL 60093

MasTec
Network Solutions

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OF MASITEC NETWORK SOLUTIONS IS PROHIBITED

DRAWN BY: _____ NO
SITE NAME: _____ 11/2017
PROJECT DATE: _____ 05/22/22



LTE 4TX4RX/LTE 5G NR 1DR-1
WINNETKA
 (IL0062)
 725 TOWER ROAD
 WINNETKA, IL 60093

Photosimulation Viewpoint



MasTec
 Network Solutions

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 OF MAS TEC NETWORK SOLUTIONS IS PROHIBITED

DRAWN BY: PD
 DATE: 11/20/20
 PROJECT: 09-12-30



Agenda Item Executive Summary

Title: Resolution No. R-15-2021: Approval of Change Order #1 - Street Rehabilitation Program (Adoption)

Presenter: James J. Bernahl, Director of Engineering/Village Engineer

Agenda Date: 02/02/21

Consent: ☒ YES ☐ NO

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

Item History:

- Resolution No. R-23-2020 was approved on March 3, 2020 awarding a contract to A Lamp Concrete for the 2020 Street Rehabilitation Program.
- 2021 Budgeted Item.

Executive Summary:

Due to the impacts of COVID-19, portions of the 2020 Street Rehabilitation and Public Improvement Program were put on hold for 2020. Only a portion of this work (Elm Street - West, Mt. Pleasant, and Westmoor Road) was completed in 2020; the remaining streets have been pushed to this year's Street Rehabilitation and Public Improvement Program, with the addition of two additional sections of watermain.

The 2020 contractor, A Lamp Concrete, has agreed to hold its 2020 bid prices through 2021 to complete the original contract, and the additional 2021 work. Staff is seeking approval from the Village Council to extend this contract with A Lamp Concrete into 2021, and approve a change order for the addition of the watermain replacement work on Birch Avenue (between Willow Road and Elm Street) and Lincoln Avenue (between Elm Street north to the entrance to the Lincoln Avenue Parking Lot).

The original A Lamp Concrete bid was for a total of \$3,303,521.24. Approximately \$1,568,006.13 of the roadway and watermain work was completed in 2020, leaving approximately \$1,735,515.11 of unfinished work remaining in the original contract. A change order for an amount not to exceed \$2,043,621.02 is being requested for approval to complete the remaining work from 2020 and include the replacement of sections of watermain on Birch Street and Lincoln Avenue.

The new total for work being performed in 2021 shall not exceed \$3,779,136.13; the new revised total contract amount with A Lamp Concrete will not exceed \$5,347,142.26.

The FY 2021 Street Rehabilitation Budget contains funding for this project in several line items:

	2021 Budget	2021 Project Totals
100.35.23-650 (Street Rehabilitation):	\$1,530,000	\$1,263,906
200.12.01-650 (MFT Street Resurfacing):	\$300,000	\$400,000
100.30.22-571 (Pavement Patching):	\$18,000	\$18,000
100.30.01-544 (Roadway Striping):	\$25,000	\$25,000
520.62.41-660 Water Main Replacement (2021 Water Fund):	\$2,181,511	\$2,072,230
TOTAL BUDGETED AMOUNT:	\$4,054,511	\$3,779,136

Executive Summary (continued):

Continuing the Village's policy of coordinating water main replacement work with street paving to create cost efficiencies will be maintained for this years program. The scheduled water main replacement projects in conjunction with street rehabilitation are being proposed at the following locations and were identified during the Fiscal Year 2021 budget presentations:

STREET	LIMITS	SCOPE
Abbotsford Road	South End to Winnetka Ave	Resurface
*Birch Street	Willow Road to Elm Street	Water Main
Elm Street	Birch Street to Locust Street	Reconstruct +Water Services
Essex Road	Warwick Road to Winnetka Ave	Resurface+ Water Main
Gage Street	Green Bay Road to Gordon Terrace	Resurface + Water Main
Merrill Street	Green Bay Road to Gordon Terrace	Resurface + Water Main
*Lincoln Avenue	Elm Street to Prospect Avenue	Water Main
Warwick Road	Winnetka Avenue to Essex Road	Resurface+ Water Main
Birch/Pine Parking Lot		Reconstruct
Various Locations	Various	Pavement Patching, Repairs, Striping

(*These projects were added in 2021)

As discussed at the January 19th meeting, the Lincoln Avenue water main work proposed for the Phase 3 Streetscape project has been included in 2021 Street Rehabilitation and Public Improvement Project. Due to the performance and age of the water main on Birch Avenue and Lincoln Avenue both of these projects have been prioritized for the 2021 Street Rehabilitation program.

A Lamp Concrete has successfully performed work for the Village in the past, including successful completion of the 2018, 2019, and 2020 Street Rehabilitation Programs; Forest Glen Water Main Improvement Project; and the Ravine Stabilization project and the Phase 1 & 2 Streetscape Improvement Projects. Staff believes that A Lamp will continue to provide the Village with a high level of service and meet the obligations of the proposed contract.

Recommendation:

Consider adopting Resolution No. R-15-2021 approving the extension of the 2020 Street Rehabilitation program into 2021, and approving change order no. 1 for an amount not to exceed \$2,043,621.02 to A Lamp Concrete.

Attachments:

Resolution No. R-15-2021
Updated Estimate of Cost Sheet

**A RESOLUTION APPROVING A CHANGE ORDER WITH A. LAMP
CONCRETE, INC FOR THE COMPLETION OF THE 2021 STREET
REHABILITATION AND PUBLIC IMPROVEMENT PROGRAM**

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

WHEREAS, on March 3, 2020, pursuant to Resolution R-23-2020, the Village entered into a contract ("***Contract***") with A Lamp Contractors, Inc. ("***Contractor***") for the provision of roadway reconstruction services related to the Village's 2020 Street Rehabilitation and Public Improvement Project ("***Scope of Work***"); and

WHEREAS, subsequent to the approval of the Contract, and as a result of the COVID-19 pandemic, the Village was required to amend the Scope of Work to limit the improvements made within the 2020 calendar year; and

WHEREAS, the Village now desires to complete the portion of the Scope of Work not performed in 2020, and has appropriated additional funds for the purposes of improving certain other streets and roadways throughout the Village (collectively, the "***Additional Work***"); and

WHEREAS, the Contractor has offered to perform the Additional Work for an amount not to exceed \$2,043,621.02 pursuant to a change order to the Contract ("***Change Order***"); and

WHEREAS, the Village has previously retained Contractor on similar projects in the Village, and has been satisfied with the Contractors previous performance; and

WHEREAS, pursuant to Sections 4.12.010.A and 4.12.010.C of the Village Code, the Village Council has determined that it is in the best interests of the Village to waive competitive bidding and approve the Change Order; and

WHEREAS, pursuant to Chapter 4.12 of the Village Code and the Village's purchasing manual, the Village Council desires to waive competitive bidding for the Additional Work and enter into the Change Order with the Contractor for the performance of the Additional Work; and

WHEREAS, the Village Council has determined that it is in the best interests of the Village and its residents to waive competitive bidding and enter into the Change Order with the Contractor;

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.

February 2, 2021

R-15-2021

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

SECTION 3: APPROVAL OF CHANGE ORDER. The Village Council approves the Change Order in substantially the form attached to this Resolution as **Exhibit A** and in a final form approved by the Village Manager.

SECTION 4: AUTHORIZATION TO EXECUTE CHANGE ORDER. The Village Council authorizes and directs the Village President and the Village Clerk to execute and attest, respectively, on behalf of the Village, the final Change Order after receipt by the Village Manager of two executed copies of the final Change Order from the Contractor; provided, however, that if the Village Manager does not receive two executed copies of the final Change Order from the Contractor within 60 days after the date of adoption of this Resolution, then this authority to execute and seal the Change Order will, at the option of the Village Council, be null and void.

SECTION 5: EFFECTIVE DATE. This Resolution shall be in full force and effect from and after its passage and approval according to law by two-thirds of the Trustees.

[SIGNATURE PAGE FOLLOWS]

ADOPTED this 2nd day of February, 2021, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

Signed

Village President

Countersigned:

Village Clerk

February 2, 2021

R-15-2021

EXHIBIT A
CHANGE ORDER

Attachment 2

2021 Street Program
AS OF 1/27/2021

STREET NAME	FROM	TO	TYPE	LENGTH	W & E COST	PW COST	TOTAL COST
ABBOTSFORD	S. END	WINNETKA	RESURFACING	735	\$ -	\$ 54,984.51	\$ 54,984.51
BIRCH ST.	WILLOW	ELM	WATER MAIN / REHAB	1780	\$ 647,805.00	\$ 400,216.88	\$ 1,048,021.88
ELM ST	LOCUST	BIRCH	WATER MAIN / REHAB	1350	\$ 164,325.00	\$ 423,408.45	\$ 587,733.45
ESSEX	WARWICK	WINNETKA	WATER MAIN / REHAB	400	\$ 80,885.00	\$ 68,384.00	\$ 149,269.00
GAGE	GORDON TERR	GREEN BAY	WATER MAIN / REHAB	775	\$ 232,230.00	\$ 157,993.45	\$ 390,223.45
MERRILL	GORDON TERR	GREEN BAY	WATER MAIN / REHAB	450	\$ 171,820.00	\$ 99,604.44	\$ 271,424.44
LINCOLN	ELM	PROSPECT	WATER MAIN	810	\$ 398,325.00	\$ -	\$ 398,325.00
WARWICK	WINNETKA	ESSEX	WATER MAIN / REHAB	1300	\$ 376,840.00	\$ 191,412.30	\$ 568,252.30
PAV'T PATCHING, REPAIRS, STRIPING VARIOUS LOCATIONS					\$ -	\$ 65,087.20	\$ 65,087.20

TOTAL	7600	\$ 2,072,230.00	\$ 1,461,091.23	\$ 3,533,321.23
-------	------	-----------------	-----------------	-----------------

ADDITIONAL WORK
BIRCH /PINE PARKING LOT
TOTAL

RECONSTRUCTION

\$ 245,814.90

\$ 2,072,230.00	\$ 1,706,906.13	\$ 3,779,136.13
W&E	PW	TOTAL

SUMMARY OF QUANTITIES
AS OF 1/27/2021

		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY		COST		QUANTITY			
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Agenda Item Executive Summary

Title: Resolution No. R-16-2021: Emergency Snowplowing Shared Services Agreement (Adoption)

Presenter: James J. Bernahl, Director of Engineering/Village Engineer

Agenda Date: 02/02/21

Consent: ☒ YES ☐ NO

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

Item History:

The Village is seeking approval from the Village Council to join an existing multi-agency intergovernmental agreement for shared snowplow services due to the COVID-19 pandemic.

Executive Summary:

Throughout 2020, the Village has been responding to the ongoing global COVID-19 pandemic. The Village has developed a number of policies and protocols to keep employees safe and minimize the risk of transmission of the virus in the workplace. Unfortunately, there remains a risk of a significant number of employees being infected with the virus and therefore unable to respond to an emergency. With the winter season underway, surrounding communities sought to identify a means of ensuring that snow removal operations would not be impacted in the event that a number of employees are unable to report to work.

The Village of Lincolnwood worked with representatives from the City of Evanston and the Villages of Glencoe, Kenilworth, Northbrook, Northfield, Skokie, and Wilmette to develop a mutual aid intergovernmental agreement (IGA) where each community could provide support to each other in the event that there was a significant outbreak of COVID-19.

The Intergovernmental agreement outlines a process where a requesting agency can seek personnel only or personnel and equipment to provide assistance. A responding agency would identify whether it had sufficient personnel to provide assistance and would notify the requesting agency of its intent to send help. At no point is a community obligated to provide assistance. The providing agency would be responsible to send its own employees (i.e. no contractors) and would only be asked to remove snow from public property (e.g. streets, alleys, public parking lots, etc.).

Executive Summary (continued):

This agreement is intended to be a last resort and would be used in the event that a community has exhausted its other means of providing snow removal services. The agreement expires on May 1, 2021; however, there is an option for the communities to mutually agree to renewal in the event that the pandemic continues to be an issue into the 2021/2022 winter.

The IGA states that the requesting agency is responsible to reimburse the providing agency for any costs incurred in providing mutual aid. As such, there will be no direct cost to the Village beyond what it would normally spend for snow removal.

With the assistance of the Village of Lincolnwood an agreement rider was created to allow the Village of Winnetka to join the existing approved IGA. Each participating community in the original IGA will be taking a copy of this rider to their respective Council for approval and execution, no objections are anticipated from these communities. For this reason the Village of Winnetka is seeking to move forward with the authorization from the Village Council to join this mutual aid agreement.

Recommendation:

Consider adopting Resolution No. R-16-2021 approving an intergovernmental agreement and rider for the Village of Winnetka to join an "Emergency Snowplowing Shared Services Agreement" to respond to snow emergencies during the COVID-19 pandemic.

Attachments:

1. Resolution No. R-16-2021

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT AND RIDER FOR THE PROVISION OF MUTUAL AID FOR SNOW REMOVAL SERVICES

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

WHEREAS, the Village, the City of Evanston, and the Villages of Glencoe, Kenilworth, Northbrook, Northfield, Skokie, and Wilmette (collectively, the ***“Local Governments”***) each provides snow removal services within its jurisdiction, including snow and ice removal and plowing, salt application, and de-icing of public streets, alleys, rights-of-way, and related services (collectively, ***“Snow Removal Services”***), in order to protect the public health, safety, and welfare by mitigating the impact of snow events; and

WHEREAS, each of the Local Governments anticipated that the COVID-19 pandemic may impact their employees who perform Snow Removal Services and that those employees may become unavailable to perform Snow Removal Services due to illness, quarantine, or related impacts of COVID-19; and

WHEREAS, in order to ensure that each Local Government had adequate personnel to provide Snow Removal Services during the COVID-19 pandemic, the Local Governments entered into an intergovernmental agreement for the provision of mutual aid among the Local Governments for the performance of Snow Removal Services (***“Intergovernmental Agreement”***); and

WHEREAS, the Village also provides Snow Removal Services within its jurisdiction and desires to join the Local Governments in sharing Snow Removal Services pursuant to the Intergovernmental Agreement; and

WHEREAS, the Village President and Village Council have determined that entering into the Intergovernmental Agreement with the Local Governments will serve and be 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 INTERGOVERNMENTAL AGREEMENT AND RIDER. The Village Council hereby approves the Intergovernmental Agreement by and among the Local Government and the Village attached to this Resolution as **Exhibit A**, and the rider attached to this Resolution as **Exhibit B (“Rider”)**, each in substantially the same form attached hereto and in a final form approved by the Village Manager.

SECTION 3: AUTHORIZATION TO EXECUTE INTERGOVERNMENTAL AGREEMENT AND RIDER. The Village Council hereby authorizes and directs the Village Manager and the Village Clerk to execute and seal, on behalf of the Village, the final Intergovernmental Agreement and Rider.

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

ADOPTED this February 2, 2021, pursuant to the following roll call vote:

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

Signed

Village President

Countersigned:

Village Clerk

EXHIBIT A
INTERGOVERNMENTAL AGREEMENT

INTERGOVERNMENTAL AGREEMENT FOR PROVISION OF SNOW REMOVAL PERSONNEL TO RESPOND TO SNOW EMERGENCIES DURING THE COVID-19 EMERGENCY

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made and entered into as of the ____ day of _____, 2020 ("**Effective Date**"), and is by and between the **CITY OF EVANSTON**, an Illinois home rule municipal corporation, the **VILLAGE OF GLENCOE**, an Illinois municipal corporation, the **VILLAGE OF KENILWORTH**, an Illinois municipal corporation, the **VILLAGE OF LINCOLNWOOD**, an Illinois home rule municipal corporation, the **VILLAGE OF NORTHBROOK**, an Illinois home rule municipal corporation, the **VILLAGE OF NORTHFIELD**, an Illinois home rule municipal corporation, the **VILLAGE OF SKOKIE**, an Illinois home rule municipal corporation, and the **VILLAGE OF WILMETTE**, an Illinois home rule municipal corporation, (collectively, the "**Parties**").

IN CONSIDERATION OF, and in reliance upon, the recitals and the mutual covenants set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in the exercise of their powers and authority under the Intergovernmental Cooperation Act, 5 ILCS 220/3 *et seq.*, and the intergovernmental cooperation provisions of Article VII, Section 10 of the Illinois Constitution of 1970, the Parties mutually agree as follows:

SECTION 1. RECITALS.

A. The United States Centers for Disease Control (CDC), the United States Department of Health and Human Services (HHS), and the World Health Organization (WHO) have each determined that the SARS-CoV-2 virus causes the COVID-19 respiratory disease.

B. The SARS-CoV-2 virus is a new strain of coronavirus that had not been previously identified in humans and is easily spread from person to person, and can result in serious illness and death.

C. Thousands of confirmed cases of COVID-19 have been identified throughout the State of Illinois, with a majority of those cases within the greater Chicagoland area in which each of the Parties are located.

D. On January 31, 2020, the Secretary of HHS declared a public health emergency for the entire United States of America concerning COVID-19.

E. On March 9, 2020, Governor Pritzker issued a disaster proclamation concerning the spread of COVID-19 in Illinois; on March 11, 2020, WHO declared that the spread of COVID-19 is a global pandemic; and on March 13, 2020, President Trump declared a national emergency concerning the COVID-19 pandemic.

F. The COVID-19 pandemic is ongoing as of the Effective Date of this Agreement, and is expected to continue through the 2020-2021 snow season, including that Governor Pritzker has subsequently issued additional disaster proclamations concerning the spread of COVID-19 in Illinois.

G. Article VII, Section 10 of the Illinois Constitution of 1970 provides for intergovernmental cooperation between units of local governments, including the power to contract or otherwise associate among themselves to obtain or share services and to exercise, combine or transfer any power or function in any manner not prohibited by law or by ordinance,

and to use their credit, revenues, and other resources to pay costs related to intergovernmental activities.

H. The Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government.

I. The Parties provide snow removal services within their jurisdictions, including snow and ice removal and plowing, salt application, and de-icing of public streets, alleys, rights-of-way, and related services (collectively, “**Snow Removal Services**”), in order to protect the public health, safety, and welfare by mitigating the impact of snow events.

J. The Parties anticipate that the COVID-19 pandemic may impact their respective employees who perform Snow Removal Services and that those employees may become unavailable to perform Snow Removal Services due to illness, quarantine, or related impacts of COVID-19.

K. The Parties’ ability to perform Snow Removal Services will be negatively impacted if their employees who perform Snow Removal Services are unable to work due to COVID-19, particularly during heavy snowfall or other emergency situations that require immediate and comprehensive response.

L. The Parties desire to foster mutual aid and further the economic and efficient utilization of public funds expended for public safety purposes by designating certain of their employees (“**Snow Removal Personnel**”) to be available at the request of another Party (“**Requesting Party**”) to provide Snow Removal Services to the Requesting Party during snow events when members of the Requesting Party’s Snow Removal Personnel are unable to work due to COVID-19.

SECTION 2. SNOW REMOVAL SERVICES

A. Designation of Snow Emergencies. For purposes of this Agreement, a “Snow Emergency” is a snow event in which two or more inches of snowfall are expected to fall within the Requesting Party’s jurisdiction within a six-hour period.

B. Designation of Snow Removal Personnel. Each Party will identify and designate a roster of its available Snow Removal Personnel who have experience using the Snow Removal Equipment defined and identified in Section 2.C.2 of this Agreement. Snow Removal Personnel must be full-time, part-time, or seasonal employees of each Party, and no Party will designate contractors or other non-employees as Snow Removal Personnel. Each Party has the sole discretion to designate its Snow Removal Personnel. All Snow Removal Personnel remain employees of that Party, and no provision of this Agreement creates, or will be construed to create, any employment relationship between any Snow Removal Personnel and any Requesting Party.

C. Snow Removal Equipment.

1. The Requesting Party may request that the Party that provides its Snow Removal Personnel to a Requesting Party (“**Providing Party**”) also provide the necessary Snow Removal Equipment, or may request that the Providing Party use the Requesting Party’s Snow Removal Equipment. The Providing Party is authorized to exercise its discretion to determine whose Snow Removal Equipment to use as provided in Paragraph 2.C.2 of this Agreement. In the event

that any of the Requesting Party's Snow Removal Equipment is used by the Providing Party, the Requesting Party must: (a) provide training for the Providing Party's Snow Removal Personnel before those Snow Removal Personnel commence the provision of Snow Removal Services; and (b) thoroughly disinfect the Snow Removal Equipment prior to use by the Providing Party, pursuant to applicable guidelines issued by the CDC and the Illinois Department of Public Health.

2. A Providing Party may, in its discretion, elect to provide its own Snow Removal Equipment or to use the Snow Removal Equipment provided by the Requesting Party. No Providing Party will be responsible or in any way obligated to provide any Snow Removal Equipment to any Requesting Party. For purposes of this agreement, Snow Removal Equipment includes trucks, plows, salt spreaders, de-icers, shovels, picks, and snowblowers ("**Snow Removal Equipment**"). No Snow Removal Personnel will be responsible to operate any equipment in performing the Snow Removal Services other than the Snow Removal Equipment.

D. Snow Removal Services Limited to Public Property. Snow Removal Services provided by Snow Removal Personnel pursuant to this Agreement are limited only to publicly-owned property of the Requesting Party, including those streets, sidewalks, alleys, publicly-owned lots, or other public property designated by the Requesting Party. No Snow Removal Personnel will perform, or will be requested to perform, any Snow Removal Services on privately-owned property.

SECTION 3. REQUESTS FOR SNOW REMOVAL PERSONNEL AND EQUIPMENT.

A. Determination of COVID-19 Impact. A Requesting Party may request Snow Removal Personnel to perform Snow Removal Services during a Snow Emergency pursuant to this Agreement only upon determining that one or more members of the Requesting Party's Snow Removal Personnel will be unable to work for a period of at least eight hours due to the impacts of the COVID-19 pandemic.

B. Request for Snow Removal Personnel and Equipment. A Requesting Party may initiate a request for Snow Removal Personnel by sending an email to the authorized representatives of the Parties designated in Exhibit A of this Agreement, which email must identify the timeframe for performance of the Snow Removal Services and the number of requested Snow Removal Personnel ("**Personnel Request**"). The Personnel Request must also include: the number of requested Snow Removal Personnel; whether any of the Snow Removal Personnel must have a commercial driver's license; whether and to what extent the Providing Party must provide its own Snow Removal Equipment; the type of Snow Removal Services to be provided; the estimated time for reporting to the Requesting Party's facility; and a mobile telephone number of the Requesting Party's designated representative. Requesting Parties should issue Personnel Requests as far in advance as possible.

C. No Obligation to Provide Snow Removal Personnel. No Party has any obligation to respond to a Personnel Request or to provide Snow Removal Personnel in response to a Personnel Request.

D. Response to Requesting Party's Public Works Facility. If a Providing Party is able and willing to provide Snow Removal Personnel in response to a Personnel Request, the Providing Party should: (i) respond via e-mail to the Requesting Party as soon as practicable with the names of the Snow Removal Personnel that it will provide; (ii) indicate whether it elects to use the Requesting Party's Snow Removal Equipment or its own Snow Removal Equipment; and (iii) direct its designated Snow Removal Personnel to report to the Requesting Party's public works facility at the time designated by the Requesting Party in the Personnel Request, or such other time as the Providing Party and Requesting Party may agree. The Providing Party's Snow Removal Personnel,

and the personnel of the Requesting Party, must comply at all times with applicable social distancing and masking regulations.

E. Scope of Snow Removal Services. The Requesting Party is solely responsible to provide direction to the Snow Removal Personnel as to the completion of the Snow Removal Services. No Providing Party will have any responsibility to direct, supervise, or otherwise participate in the completion of the Snow Removal Services for the Requesting Party.

F. Performance of Snow Removal Services. The Parties anticipate that Snow Removal Personnel will perform the Snow Removal Services in the same or similar manner that the Snow Removal Personnel would perform Snow Removal Services for the Providing Party. If the Requesting Party determines, in its sole discretion, that any Snow Removal Personnel are not prepared to perform, or are not satisfactorily performing, the Snow Removal Services, the Requesting Party may direct any member of the Snow Removal Personnel to cease performing Snow Removal Services, and the Requesting Party will be responsible for all Personnel Costs incurred at the time of the direction to cease.

G. Maximum Shift Length. No Snow Removal Personnel may be required to work for any shift exceeding 12 hours in length, whether directly for their own employer or in providing Snow Removal Services for a Requesting Party, or for a combination thereof.

SECTION 4. REIMBURSEMENT OF COSTS.

The Requesting Party shall reimburse the Providing Party for all costs related to the provision of Snow Removal Services by the Providing Party's Snow Removal Personnel, including, without limitation: (a) hourly wages or pro-rated salary, overtime, travel time to and from the Requesting Party's work site, and other direct costs and expenses reasonably related to the Providing Party making the Snow Removal Personnel available for Snow Removal Services (collectively, "**Personnel Costs**"); (b) all costs of expendable materials provided by the Providing Party, including, without limitation, fuel and salt (collectively, "**Materials Costs**"); and (c) the costs incurred by the Providing Party in connection with any personal injury or property damage (including, without limitation, automobile damage), to the extent such costs are the responsibility of the Requesting Party pursuant to Section 7 of this Agreement. However, the Requesting Party will not be responsible for reimbursement of any wear-and-tear or depreciation of Snow Removal Equipment provided by the Providing Party. The Providing Party will provide the Requesting Party with an invoice itemizing the Personnel Costs and the Materials Costs. The provisions of the Local Government Prompt Payment Act, 50 ILCS 505/1 *et seq.*, will apply to all payments due pursuant to this Agreement.

SECTION 5. INSURANCE.

Each Requesting Party agrees to provide the following insurance coverages for Snow Removal Services requested and provided by Snow Removal Personnel from a Providing Party pursuant to this Agreement:

A. Commercial General Liability, in a minimum amount of \$1,000,000 combined single limit per occurrence for bodily injury and property damage and \$1,000,000 per occurrence for personal injury, and with a general aggregate twice the required occurrence limit;

B. Business Auto Liability, in a minimum amount of \$1,000,000 combined single limit per accident for bodily injury and property damage, and with a Non-Owned and Hired Automobile endorsement;

C. First Party Property, covering the Snow Removal Equipment owned by the Requesting Party; and

D. Workers' Compensation in statutory limits and Employer's Liability with limits of \$500,000 per accident.

Each Requesting Party shall provide Providing Party's with a certificate of insurance verify the above-required insurance. Such coverages are not required to include coverage for the intentional, deliberate, willful or wanton actions of any Snow Removal Personnel.

SECTION 6. TERM AND TERMINATION.

The term of this Agreement will commence upon the Effective Date hereof and terminate on May 1, 2021. Claims made pursuant to this Agreement by and between the individual Parties, including, without limitation, claims for reimbursement, indemnification, or insurance coverage, will survive the termination of this Agreement or withdrawal of any one or more of the Parties that are signatories to this Agreement. Any party may withdraw from this Agreement at any time and for any reason by providing at least 30 days advance written notice to the other Parties. In the event of withdrawal or of the termination of this Agreement, each Party will remain responsible for fulfilling all obligations imposed by this Agreement prior to the effective date of withdrawal or termination. The Parties may renew this Agreement for subsequent snow seasons, which shall be defined, subsequent to May 1, 2021, as the period from November 1 through the following May 1, by written amendment adopted by all Parties desiring to renew the Agreement pursuant to Section 8.D of this Agreement.

SECTION 7. INDEMNIFICATION; LIMITATION OF LIABILITY.

A. Each Requesting Party agrees to defend, indemnify, and hold the Providing Party harmless from, all claims, causes of action, suits, damages, or demands, liabilities, losses, and expenses, including attorneys' fees and administrative expenses, that arise, or may be alleged to have arisen, out of or in connection with: (a) the provision by the Providing Party's Snow Removal Personnel of the Snow Removal Services or (b) this Agreement; provided, however, that this indemnity does not and will not apply to proven willful misconduct or gross negligence on the part of the Providing Party's Snow Removal Personnel. The insurance requirements required in Section 5 of this Agreement in no way limit the defense, indemnification and hold harmless provisions of this Section 7.A.

B. Any Requesting Party, as provided for under this Agreement, hereby waives, releases, and discharges its rights of recovery against any Providing Party, by subrogation or otherwise, for any loss and damage arising out of or relating to the provision of the Snow Removal Services by the Snow Removal Personnel.

C. This Section 7 will survive the termination or expiration of this Agreement.

SECTION 8. GENERAL PROVISIONS.

A. Notices. All notices required or permitted to be given under this Agreement must be given by the parties by: (i) personal delivery; (ii) certified United States Mail, enclosed in a sealed envelope with sufficient postage thereon; or (iii) deposit with a nationally recognized

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

If to the City of Evanston:	City Manager City of Evanston 2100 Ridge Avenue Evanston, IL 60201
If to the Village of Glencoe:	Village Manager Village of Glencoe 675 Village Court Glencoe, IL 60022
If to the Village of Kenilworth:	Village Manager Village of Kenilworth 419 Richmond Road Kenilworth, IL 60043
If to the Village of Lincolnwood:	Village Manager Village of Lincolnwood 6900 N. Lincoln Avenue Lincolnwood, IL 60712
If to the Village of Northbrook:	Village Manager Village of Northbrook 1225 Cedar Lane Northbrook, IL 60062
If to the Village of Northfield:	Village Manager Village of Northfield 361 N. Happ Road Northfield, IL 60093
If to the Village of Skokie:	Village Manager Village of Skokie 5127 Oakton Street Skokie, IL 60077
If to the Village of Wilmette:	Village Manager Village of Wilmette 1200 Wilmette Avenue Wilmette, IL 60091

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

C. Governing Law. This Agreement is to be governed by, construed, and enforced in accordance with the internal laws, but not the conflicts of laws rules, of the State of Illinois.

D. Amendments and Modifications. No amendment or modification to this Agreement will be effective until it is reduced to writing and approved and executed by each of the Parties in accordance with all applicable statutory procedures; provided, however, that this Section 8.D will not be deemed or interpreted as prohibiting future collaboration between some or all of the Parties without an amendment to this Agreement regarding matters of shared interest to which this Agreement does not apply.

E. Severability. Every section, paragraph, part, term and provision of this Agreement is severable from the other terms and provisions of this Agreement. If any section, paragraph, part, term or provision of this Agreement is construed or held to be void, invalid or unenforceable by a court of competent jurisdiction, the remaining sections, paragraphs, parts, terms and provisions of this Agreement shall not be affected thereby but shall remain in full force and effect.

F. No Third-Party Beneficiaries. No claim as a third-party beneficiary under this Agreement by any person, firm, or corporation may be made, or be valid, against any of the Parties.

G. Counterpart Signatures. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, but all of which together will constitute one and the same instrument.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

	CITY OF EVANSTON , an Illinois home rule municipal corporation
ATTEST:	
_____	By: _____
	VILLAGE OF GLENCOE , an Illinois municipal corporation
ATTEST:	
_____	By: _____
	VILLAGE OF KENILWORTH , an Illinois municipal corporation
ATTEST:	
_____	By: _____
	VILLAGE OF LINCOLNWOOD , an Illinois home rule municipal corporation
ATTEST:	
_____	By: _____
	VILLAGE OF NORTHBROOK , an Illinois home rule municipal corporation
ATTEST:	
_____	By: _____

	VILLAGE OF NORTHFIELD , an Illinois home rule municipal corporation
ATTEST:	
_____	By: _____
	VILLAGE OF SKOKIE , an Illinois home rule municipal corporation
ATTEST:	
_____	By: _____
	VILLAGE OF WILMETTE , an Illinois home rule municipal corporation
ATTEST:	
_____	By: _____

Exhibit A

Authorized Representatives

City of Evanston

Public Works Facility Address
Service Center Facility
2020 Asbury Ave
Evanston, IL 60102

Contacts

Edgar Cano
Public Services Bureau Chief
847-650-2300 (Cell)
847-448-8149 (Office)
ecano@cityofevanston.org

Don Cornelius
Streets Supervisor
847-366-9760 (cell)
847-866-2994 (office)
dcornelius@cityofevanston.org

Village of Glencoe

Public Works Facility Address
Public Works Garage
325 Temple Court
Glencoe, IL 60022

Contacts

Don Kirk
Public Works General Superintendent
Cell: 224-216-9150
dkirk@villageofglencoe.org

Dave Mau
Public Works Director
Cell: 847-456-4728
dmau@villageofglencoe.org

Village of Kenilworth

Public Works Facility Address
Public Works Facility
347 Ivy Court
Kenilworth, IL 60043

Contacts

Donald Leicht
Public Works Superintendent
847-257-2354
dleicht@vok.org

Village of Lincolnwood

Public Works Facility Address
Public Works Facility
7001 N. Lawndale Avenue
Lincolnwood, IL 60712

Contacts

Nadim Badran
Assistant to the Public Works Director
nbadran@lwd.org
847-745-4859
773-310-3719 (cell)

Ricardo Cano
Utilities/Streets Foreman
rcano@lwd.org
847-493-9250 (cell)

Village of Northbrook

Public Works Facility
Public Works Center
655 Huehl Road
Northbrook, IL 60062

Contacts

Kelly Hamill
Director of Public Works
847-272-4711
Kelly.hamill@northbrook.il.us

Village of Northfield

Public Works Facility Address
Public Works Facility
1800 Winnetka Road
Northfield, IL 60093

Contacts

Michael Nystrand, Director

W: 847-441-3810

C: 847-456-3390

E: mnstrand@northfieldil.org

Eric Jordan, Supervisor/Arborist

W: 847-441-3810

C: 847-380-0829

E: ejordan@northfieldil.org

Bill Wipperfurth, Supervisor

W: 847-441-3810

C: 847-456-2570

E: bwipperfurth@northfieldil.org

Village of Skokie

Public Works Facility Address

Public Works Facility

9050 Gross Point Road

Skokie, IL 60077

Contacts

Steve Lesniewicz

Streets Superintendent

*After hours contact

Steve.lesniewicz@skokie.org

Work: 847-933-8427

Cell: 847-673-3989

Max Slankard

Director of Public Works

Max.slankard@skokie.org

Work: 847-933-8427

Village of Wilmette

Public Works Facility Address

Public Works Facility

711 Laramie Avenue

Wilmette, IL 60091

Contacts

Brigitte Berger-Raish

Director of Engineering and Public Works

bergerb@wilmette.com

847-853-7627

815-245-7590 (cell)

Guy Lam

Deputy Director of Public Works

lamg@wilmette.com

847-853-7595

847-436-5355 (cell)

*Tony Muzik

Street Superintendent

muzika@wilmette.com

847-853-7584

847-712-8669 (cell)

Steve Rindfleisch

Crew Leader (Streets)

rindfleischs@wilmette.com

847-853-7581

847-987-7031 (cell)

Phil Falcone

Crew Leader (Streets)

falconef@wilmette.com

847-853-7581

630-973-6737 (cell)

EXHIBIT B

RIDER

RIDER TO COVID-19 SNOW REMOVAL INTERGOVERNMENTAL AGREEMENT

This is a rider ("*Rider*") to the Intergovernmental Agreement for Provision of Snow Removal Personnel to Respond to Snow Emergencies During the COVID-19 Emergency, dated _____, 2020 ("*Agreement*"), between and among the City of Evanston and the Villages of Glencoe, Kenilworth, Lincolnwood, Northbrook, Northfield, Skokie, and Wilmette (collectively, the "*Original Signatories*"), and the Village of Winnetka, as the course of business between the Original Signatories and the Village of Winnetka (collectively, the "*Parties*"). In the event of a conflict between the terms of the Agreement and the terms of this Rider, the terms of this Rider shall control. All terms of this Rider not defined in this Rider have the meanings set forth in the Agreement.

SECTION 1. ADDITION OF PARTY – VILLAGE OF WINNETKA.

The Village of Winnetka is hereby added as a Party to the Agreement.

This Rider may be executed in counterparts, each of which will constitute an original document and together will constitute the same instrument. This Rider will be deemed to be effective as of the date on which the Village Council of the Village of Winnetka approves the Agreement and this Rider, but only if the corporate authorities of all eight Original Signatories ratify the execution of this Rider.

IN WITNESS WHEREOF, the Parties have hereunto set their hands as of this _____ day of _____, 2021.

Signed: _____
Authorized Signor for the City of Evanston

Signed: _____
Authorized Signor for the Village of Glencoe

Signed: _____
Authorized Signor for the Village of Kenilworth

Signed: _____
Authorized Signor for the Village of Lincolnwood

Signed: _____
Authorized Signor for the Village of Northbrook

Signed: _____
Authorized Signor for the Village of Northfield

Signed: _____
Authorized Signor for the Village of Skokie

Signed: _____
Authorized Signor for the Village of Wilmette

Signed: _____
Authorized Signor for the Village of Winnetka



Agenda Item Executive Summary

Title: Resolution Nos. R-17-2021 and R-18-2021: Establishing Manager & Department Head Salaries (Adoption)

Presenter: Robert M. Bahan, Village Manager

Agenda Date: 02/02/2021

Consent: ☒ YES ☐ NO

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

Item History:

None.

Executive Summary:

As required by Village Code, Resolution No. R-17-2021 approves and establishes the Village Manager's salary, while Resolution No. R-18-2021 establishes salaries for the Department Heads.

The resolutions provide that the salary changes are effective January 1, 2021. This is consistent with other employee pay adjustments.

Recommendation:

1. Consider adoption of Resolution No. R-17-2021, titled "A Resolution Approving and Establishing Changes in the Compensation of the Village Manager."
2. Consider adoption of Resolution No. R-18-2021 titled "A Resolution Approving and Establishing the Compensation of Department Heads Effective January 1, 2021."

Attachments:

1. Resolution No. R-17-2021
2. Resolution No. R-18-2021

RESOLUTION NO. R-17-2021

**A RESOLUTION
APPROVING AND ESTABLISHING
CHANGES IN THE COMPENSATION OF THE VILLAGE MANAGER**

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

WHEREAS, pursuant to Section 2.12.040 of the Winnetka Village Code ("***Village Code***"), the compensation of the Village Manager shall be determined by the Council of the Village of Winnetka ("***Village Council***"); and

WHEREAS, the Village entered into a September 29, 2010 Employment Agreement with the Village Manager ("***Employment Agreement***"), pursuant to which the Village Council agreed to periodically review the Village Manager's compensation; and

WHEREAS, pursuant to its home rule authority, the Village Council has determined that it is the best interests of the Village to set the compensation for the Village Manager as set forth in this Resolution;

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

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

SECTION 2: APPROVAL OF BASE SALARY. In accordance with Section 2.12.040 of the Village Code and Section 5 of the Employment Agreement, the Village Council hereby approves and establishes the monthly base salary of the Village Manager as follows:

	Monthly Salary Effective January 1, 2021
Robert M. Bahan	\$ 19,436.48

SECTION 3: APPROVAL OF ADDITIONAL COMPENSATION. In addition to the base salary established in Section 1 of this Resolution, the benefits and payments established in the Employment Agreement, and all other benefits available generally to Village employees, Village Manager Robert M. Bahan shall be paid a one-time bonus of \$25,000.00.

SECTION 4: EFFECT OF RESOLUTION. Except for the salary and payment adjustments made pursuant to this Resolution, all provisions of the Employment Agreement remain in full force and effect, without change.

SECTION 5: REPEALER. Resolution R-12-2020 is hereby repealed in its entirety.

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

ADOPTED this 2nd day of February 2021, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

Signed

Village President

Countersigned:

Village Clerk

**A RESOLUTION
APPROVING AND ESTABLISHING
THE COMPENSATION OF DEPARTMENT HEADS
EFFECTIVE JANUARY 1, 2021**

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

WHEREAS, pursuant to the Winnetka Village Code (“*Village Code*”), the compensation for the Village’s department heads shall be fixed by the Village Manager with the approval of the Council of the Village of Winnetka (“*Village Council*”); and

WHEREAS, the Village Manager has fixed the compensation for the departments heads for 2021 as set forth in this Resolution; and

WHEREAS, pursuant to its home rule authority, the Village Council has determined that it is the best interests of the Village to approve the compensation for the Village’s department heads for 2021 as set forth in this Resolution;

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

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

SECTION 2: APPROVAL OF BASE SALARIES. In accordance with the sections of the Winnetka Village Code referenced in the table below, the Village Council hereby approves and establishes the following monthly base salaries for the department heads:

Name and Title	Monthly Salary Effective January 1, 2021
Alan Berkowsky (Fire Chief, WVC 2.52.030.B)	\$ 13,979.92
David Schoon (Community Development Director WVC §2.44.030.B)	\$ 13,750.00
Brian L. Keys (Water & Electric Director WVC §2.68.010.C)	\$ 15,656.88

Marc Hornstein (Chief of Police WVC §2.60.030.B)	\$ 14,386.67
Timothy J. Sloth (Finance Director WVC §2.48.010.D)	\$ 14,562.50
Kristin Kazenas (Assistant Village Manager WVC §2.14.020)	\$ 13,333.33
Jim Bernahl (Engineering Director WVC §2.66.020)	\$ 13,790.69

SECTION 3: APPROVAL OF ADDITIONAL COMPENSATION. In addition to the base salaries established in Section 1 of this Resolution and all other benefits available generally to Village employees, the department heads listed in Section 1 of this Resolution (***“Department Heads”***) shall also receive the following additional compensation for 2021: (a) each of the Department Heads, after one year of successful employment, shall be entitled to an annual, lump sum payment of \$2,500.00, which the Village Treasurer shall deposit, on behalf of each Department Head, into a qualified Internal Revenue Code Section 457 deferred compensation plan; (b) Director of Water and Electric Brian L. Keys shall be paid a one-time bonus of \$5,000.00; (c) Community Development Director David Schoon shall be paid a one-time bonus of \$5,000.00; (d) Fire Chief Alan Berkowsky shall be paid a one-time bonus of \$5,000.00; (e) Police Chief Marc Hornstein shall be paid a one-time bonus of \$5,000.00; and (f) Finance Director Timothy J. Sloth shall be paid a one-time bonus of \$5,000.00.

SECTION 4: REPEALER. Resolution R-13-2020 is hereby repealed in its entirety.

SECTION 5: 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 2nd day of February 2021, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

Signed

Village President

Countersigned:

Village Clerk



Agenda Item Executive Summary

Title: Ordinance No. M-5-2021: Alexandra Kaehler Interior Design Special Use Permit (Introduction / Adoption)

Presenter: David Schoon, Director of Community Development

Agenda Date: 02/02/2021

Consent: ☐ YES ☒ NO

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

Item History:

01/19/2021 - Village Council discussed renewing the special use permit for Alexandra Kaehler Interior Design located at 928 Green Bay Road and directed staff to draft an ordinance to renew the special use permit indefinitely.

https://www.villageofwinnetka.org/AgendaCenter/ViewFile/Agenda/_01192021-240

Executive Summary:

On February 2, the Village Council is scheduled to consider Ordinance No. M-5-2021 in response to an application for renewal by Alexandra Kaehler (the “Applicant”), as lessee of the property at 928 Green Bay Road (the “Subject Property”). The Applicant requests renewal of the special use permit approved by Ordinance No. M-16-2018, allowing the existing interior design office to operate on the Subject Property. The Applicant is seeking renewal of a Special Use Permit in accordance with Chapter 17.56 [Special Use] of the Winnetka Zoning Ordinance to permit an interior design office in the C-2 General Retail Commercial Overlay District at the Subject Property. The Council provided policy direction regarding this request at its January 19 meeting.

As directed by the Council, Ordinance No. M-5-2021 has been drafted to renew the special use permit without an expiration date. Ordinance No. M-5-2021 is included as Attachment A.

Recommendation:

Consider waiving introduction of Ordinance No. M-5-2021 and consider adoption of the Ordinance

OR

consider only introduction of Ordinance No. M-5-2021.

Attachments:

Attachment A: Ordinance No. vM-5-2021

Attachment B: January 19, 2021 VC ES and Attachments

ATTACHMENT A

ORDINANCE NO. M-5-2021

**AN ORDINANCE RENEWING AND EXTENDING A SPECIAL USE PERMIT
FOR THE OPERATION OF A PROFESSIONAL OFFICE
WITHIN THE C-2 COMMERCIAL OVERLAY DISTRICT OF THE VILLAGE
(928 Green Bay Road)**

WHEREAS, Alexandra Kaehler, d/b/a Alexandra Kaehler Design, LLC ("***Applicant***"), is the lessee of the property commonly known as 928 Green Bay 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, Connor Max LLC-928-930 Green Bay Road is the record title owner of the Subject Property ("***Owner***"), and consents to the operation of an interior design office by the Applicant at the Subject Property; and

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

WHEREAS, pursuant to Section 17.44.020 and the table of uses set forth in Section 17.46.010 of Zoning Ordinance ("***Zoning Ordinance***"), the operation of an interior design office is not permitted within the C-2 Commercial Overlay District without a special use permit; and

WHEREAS, on November 8, 2018, pursuant to Ordinance No. M-16-2018 ("***Zoning Approval Ordinance***"), the Applicant was granted a special use permit for the operation of an interior design office on the Subject Property within the C-2 Commercial Overlay District ("***Special Use Permit***"); and

WHEREAS, Section 3.B of the Zoning Approval Ordinance provided that the Special Use Permit shall be valid until the December 31, 2020, the expiration of the Applicant's lease for the Subject Property, and that the Applicant may file an application with the Village Council to renew the Special Use Permit prior its expiration; and

WHEREAS, on December 17, 2020, pursuant to Section 3.B of the Zoning Approval Ordinance, the Applicant filed an application to renew the Special Use Permit at the Subject Property; and

WHEREAS, the Village Council has determined that renewing the Special Use Permit for the operation of an interior design office at the Subject Property is in the best interest of the Village and its residents;

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

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

SECTION 2: RENEWAL OF SPECIAL USE PERMIT. The Special Use Permit is hereby renewed, and shall not be subject to an expiration date, pursuant to Section 3.B of the Zoning Approval Ordinance and the home rule powers of the Village. Nothing in this Section 2 shall be interpreted to supersede any otherwise applicable provisions of the Zoning Ordinance or other applicable law regarding expiration, abandonment, or termination of special use permits.

SECTION 3: CONTINUED EFFECT; CONFLICTS. Except as expressly modified by this Ordinance, the Zoning Approval Ordinance will remain in full force and effect, and the Applicant must comply with all requirements, conditions, and restrictions in the Zoning Approval Ordinance. Any violation of this Ordinance will be deemed a violation of the Zoning Approval Ordinance and the Zoning Ordinance. In the event of a conflict between the provisions of the Zoning Approval Ordinance and the provisions of this Ordinance, the provisions of this Ordinance shall control.

SECTION 4: RECORDATION; BINDING EFFECT. A copy of this Ordinance shall be recorded with the Cook County Recorder of Deeds. This Ordinance and the privileges, obligations, and provisions contained herein inure solely to the benefit of, and are binding upon, the Applicant, the Owner, and each of their heirs, representatives, successors, and assigns.

SECTION 5: EFFECTIVE DATE.

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

1. Passage by the Village Council in the manner required by law;
2. Publication in pamphlet form in the manner required by law; and
3. The filing by the Applicant and the Owner with the Village Clerk of an Unconditional Agreement and Consent in the form of **Exhibit B** 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 5.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 2nd day of February 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

LOT 2 IN HARRIS BANK WINNETKA SUBDIVISION, BEING A PART OF THE EAST ½ OF THE NORTHWEST ¼ OF SECTION 17, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as 928 Green Bay Road, Winnetka, Illinois.

PIN: 05-17-122-017-0000

EXHIBIT B
UNCONDITIONAL AGREEMENT AND CONSENT

TO: The Village of Winnetka, Illinois (“*Village*”):

WHEREAS, Alexandra Kaehler, d/b/a Alexandra Kaehler Design, LLC (“*Applicant*”), is the lessee of the property commonly known as 928 Green Bay Road, Winnetka, Illinois (“*Subject Property*”); and

WHEREAS, Connor Max LLC-928-930 Green Bay Road LLC is the record title owner of the Subject Property (“*Owner*”), and consents to the operation of an interior design office by the Applicant at the Subject Property; and

WHEREAS, on November 8, 2018, pursuant to Ordinance No. M-16-2018 (“*Zoning Approval Ordinance*”), the Applicant was granted a special use permit for the operation of an interior design office on the Subject Property within the C-2 Commercial Overlay District (“*Special Use Permit*”); and

WHEREAS, Section 3.B of the Zoning Approval Ordinance provided that the Special Use Permit shall be valid until the December 31, 2020, the expiration of the Applicant’s lease for the Subject Property, and that the Applicant may file an application with the Village Council to renew the Special Use Permit prior its expiration; and

WHEREAS, Ordinance No. M-5-2021, adopted by the Village Council on _____, 2021 (“*Renewal Ordinance*”), renewed the Special Use Permit for the operation of an interior design office at the Subject Property within the C-2 Commercial Overlay District of the Village; and

WHEREAS, Section 5 of the Renewal Ordinance provides, among other things, that the Ordinance will be of no force or effect unless and until the Applicant and the Owner have filed, within 60 days following the passage of the Renewal Ordinance, their unconditional agreement and consent to accept and abide by each and all of the terms, conditions, and limitations set forth in the Ordinance;

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

1. The Applicant and the Owner do hereby unconditionally agree to accept, consent to, and abide by each and all of the terms, conditions, limitations, restrictions, and provisions of the Renewal Ordinance.
2. The Applicant and the Owner acknowledge that all procedures followed to extend the Special Use Permit and adopt the Renewal Ordinance have been properly followed, have considered the possibility of the revocation provided for in the Renewal Ordinance, and agree not to challenge any such revocation on the grounds of any procedural infirmity or a denial of any procedural right.

3. The Applicant and the Owner acknowledge and agree that the Village is not and will not be, in any way, liable for any damages or injuries that may be sustained as a result of the Village's renewal of the Special Use Permit for the Subject Property or its adoption of the Renewal Ordinance, and that the Village's approvals do not, and will not, in any way, be deemed to insure the Applicant or the Owner against damage or injury of any kind and at any time.

4. The Applicant and the Owner do hereby agree to hold harmless and indemnify the Village, the Village's corporate authorities, and all Village elected and appointed officials, officers, employees, agents, representatives, and attorneys, from any and all claims that may, at any time, be asserted against any of such parties in connection with the Village's adoption of the Renewal Ordinance granting the special use permit for the Subject Property.

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

Dated: _____, 2021

ATTEST: **ALEXANDRA KAEHLER DESIGN LLC**, an
Illinois limited liability company

By: _____ By: _____

Its: _____

ATTEST: **CONNOR MAX LLC-928-930 GREEN BAY
ROAD**, an Illinois limited liability company

By: _____ By: _____

Its: _____

Attachment B

	Agenda Item Executive Summary	
	Title: Alexandra Kaehler Interior Design Special Use Permit - 928 Green Bay Road (Policy Direction)	
	Presenter: David Schoon, Community Development Director	
Agenda Date: 01/19/21		
Consent: ☐ YES ☒ NO		☐ Ordinance ☐ Resolution ☐ Bid Authorization/Award ☒ Policy Direction ☐ Informational Only
Item History: None		
Executive Summary: On January 19, the Village Council is scheduled to consider an application for renewal by Alexandra Kaehler (the "Applicant"), as lessee of the property located at 928 Green Bay Road (the "Subject Property"), to renew the special use permit approved by Ordinance M-16-2018, allowing the existing interior design office to operate on the Subject Property. The Applicant is seeking renewal of a Special Use Permit in accordance with Chapter 17.56 [Special Use] of the Winnetka Zoning Ordinance to permit an interior design office in the C-2 General Retail Commercial Overlay District at the Subject Property. On November 8, 2018, the Village Council approved Ordinance M-16-2018 (Attachment 1). The Ordinance included the typical conditions of approval for special use permits, as well as the following two conditions specific to this application: A. Hours of Operation Sign. The Applicant must remove the "By Appointment Only" sign and replace it with a sign that lists the interior design office hours of operation. The hours of operation shall be, at a minimum, Monday through Thursday 10 a.m. to 4 p.m. B. Expiration of Special Use Permit. The Special Use Permit shall be valid until December 31, 2020 ("Expiration Date"), which is the expiration date of the Applicant's current lease for the Subject Property. Prior to the Expiration Date, the Applicant may request that the Special Use Permit be renewed ("Application for Renewal"). If filed, the Application for the Renewal will be reviewed and considered by the Village Council at no additional cost to the Applicant. Staff has confirmed that the Applicant removed the "By Appointment Only" sign and replaced it with a sign that lists the hours of operation as Monday through Thursday, 10 a.m. to 4 p.m. A term was placed on the special use to provide the Council the opportunity to review the compatibility of the use with other uses nearby in the Overlay District. The Applicant is in compliance with the conditions of M-16-2018. Additionally, staff has not received any complaints concerning the Applicant's use of the Subject Property.		

Executive Summary (continued):

On October 5, 2020 staff sent an email to the Applicant reminding her of the need to renew the special use permit. Given the uncertainty facing many businesses during the COVID-19 pandemic, the Applicant requested extra time to evaluate her options regarding where and how to continue her business. Staff worked with the Applicant during these uncertain times as she made her decision.

On December 17, 2020 the Applicant submitted an application for renewal. The Applicant hopes to renew her lease for a three-year period, expiring on December 31, 2023. Attachment 2 includes the Application of Renewal along with the property owner's consent.

Due to the COVID-19 pandemic, the interior design office is working on a rotating schedule, with one or two employees in the office at one time. The Applicant has explained that they are currently conducting client meetings via Zoom and will resume their normal schedule after COVID, with three or four team members in the office between the hours of 9/10am and 4/5pm, Monday through Thursday.

For additional details on the Village Council's consideration of the original Special Use Permit, the meeting minutes of the November 8, 2018 Village Council meeting are provided as Attachment 3.

The Plan Commission (PC) considered the Applicant's original request for a special use permit on September 26, 2018 and voted unanimously to recommend approval of the request with the two conditions concerning the "By Appointment Only" sign and the expiration of the Special Use Permit, which were incorporated into M-16-2018. Details of the PC's consideration can be found in the attached September 2018 PC meeting minutes (Attachment 4).

Recommendation:

Consider directing staff to draft an ordinance to renew the special use permit indefinitely, which is the Village's typical process, or for a certain period of time

OR

consider denying the renewal of the special use permit.

Attachments:

Attachment 1: Ordinance No. M-16-2018

Attachment 2: Application for Renewal

Attachment 3: November 8, 2018 VC Meeting Minutes

Attachment 4: September 26, 2018 PC Meeting Minutes

ATTACHMENT 1

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

Peter M. Friedman
Holland & Knight LLP
131 S. Dearborn Street, 30th Floor
Chicago, IL 60603



1902422047

Doc# 1902422047 Fee \$58.00

EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 01/24/2019 03:53 PM PG: 1 OF 11

VILLAGE OF WINNETKA

ORDINANCE NO. M-16-2018

**AN ORDINANCE GRANTING A SPECIAL USE PERMIT FOR THE
OPERATION OF AN INTERIOR DESIGN OFFICE WITHIN THE C-2
COMMERCIAL OVERLAY DISTRICT OF THE VILLAGE**

(928 Green Bay Road)

VILLAGE OF WINNETKA
COOK COUNTY, ILLINOIS

ORDINANCE NO. ORDINANCE NO M-16-2018

**AN ORDINANCE GRANTING A SPECIAL USE PERMIT FOR THE
OPERATION OF AN INTERIOR DESIGN OFFICE WITHIN THE C-2
COMMERCIAL OVERLAY DISTRICT OF THE VILLAGE
(928 Green Bay Road)**

PASSED AND APPROVED by the
President and Board of Trustees
of the Village of Winnetka,
Cook County, Illinois, this
8th day of November 2018.

PUBLISHED IN PAMPHLET FORM
by authority of the President
and Board of Trustees of the
Village of Winnetka, Cook
County, Illinois, this 9th day of
November, 2018.

ORDINANCE NO. M-16-2018

**AN ORDINANCE GRANTING A SPECIAL USE PERMIT
FOR THE OPERATION OF AN INTERIOR DESIGN OFFICE
WITHIN THE C-2 COMMERCIAL OVERLAY DISTRICT OF THE VILLAGE
(928 Green Bay Road)**

WHEREAS, Alexandra Kaehler, d/b/a Alexandra Kaehler Design, LLC ("**Applicant**"), is the lessee of the property commonly known as 928 Green Bay 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, Connor Max LLC-928-930 Green Bay Road ("**Owner**") is the record title owner of the Subject Property, and Owner consents to the operation of an interior design office by the Applicant at the Subject Property; and

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

WHEREAS, the Applicant desires to operate an interior design office at the Subject Property, which qualifies as an "interior decorating service (no retail inventory)" pursuant to the table of uses set forth in Section 17.46.010 of the Winnetka Zoning Ordinance ("**Zoning Ordinance**"); and

WHEREAS, pursuant to Section 17.44.020 and the table of uses set forth in Section 17.46.010 of Zoning Ordinance, the operation of an interior decorating service without retail inventory is not permitted within the C-2 Commercial Overlay District without a special use permit; and

WHEREAS, on August 21, 2018, the Applicant filed an application for a special use permit pursuant to Section 17.44.020.B and Chapter 17.56 of the of the Zoning Ordinance to allow the operation of an interior design office at the Subject Property ("**Special Use Permit**"); and

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

WHEREAS, on September 26, 2018, after due notice thereof, the Plan Commission conducted a public hearing on the proposed Special Use Permit and, by a vote of 8 in favor and 0 opposed, recommended that the Village Council approve the Special Use Permit, upon certain conditions; and

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

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

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

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

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

- A. **Hours of Operation Sign.** The Applicant must remove the “By Appointment Only” sign and replace it with a sign that lists the interior design office hours of operation. The hours of operation shall be, at a minimum, Monday through Thursday 10 a.m. to 4 p.m.
- B. **Expiration of Special Use Permit.** The Special Use Permit granted in Section 2 of this Ordinance shall be valid until December 31, 2020 (“***Expiration Date***”), which is the expiration date of the Applicant’s current lease for the Subject Property. Prior to the Expiration Date, the Applicant may request that the Special Use Permit be renewed (“***Application for Renewal***”). If filed, the Application for Renewal will be reviewed and considered by the Village Council at no additional cost to the Applicant.
- C. **Compliance with Regulations.** The development, use, and maintenance of the Subject Property must comply at all times with all applicable Village codes and ordinances, as they have been or may be amended over time.
- D. **Reimbursement of Village Costs.** In addition to any other costs, payments, fees, charges, contributions, or dedications required under applicable Village codes, ordinances, resolutions, rules, or regulations, the Applicant must pay to the Village, promptly upon presentation of a written demand or demands therefor, of all fees, costs, and expenses incurred or accrued in connection with the review, negotiation, preparation, consideration, and review of this Ordinance. Payment of all such fees, costs, and expenses for which demand has been made shall be made by a certified or cashier's check. Further, the Applicant must pay upon demand all costs incurred by the Village for publications and recordings required in connection with the aforesaid matters.
- E. **Compliance with Plans.** The development, use, and maintenance of the interior design office at the Subject Property must be in strict accordance with the Floor Plan submitted by the Applicant, consisting of one sheet, a copy of which is attached to and, by this reference, made a part of this Ordinance as **Exhibit B**, except for minor changes and site work approved by the Director of Community

Development (within his permitting authority) in accordance with all applicable Village codes, ordinances, and standards.

SECTION 4: RECORDATION; BINDING EFFECT. A copy of this Ordinance will be recorded with the Cook County Recorder of Deeds. This Ordinance and the privileges, obligations, and provisions contained herein inure solely to the benefit of, and are binding upon, the Applicant, the Owner, and each of their heirs, representatives, successors, and assigns.

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

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

SECTION 7: EFFECTIVE DATE.

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

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

B. In the event that the Applicant does not file with the Village Clerk a fully executed copy of the unconditional agreement and consent described in Section 7.A.3 of this Ordinance within 60 days after the date of passage of this Ordinance by the Village Council, the Village Council shall have the right, in its sole discretion, to declare this Ordinance null and void and of no force or effect.

PASSED this 8th day of November, 2018, pursuant to the following roll call vote:

AYES: Trustees Dearborn, Lanphier, Myers and Wedner

NAYS: None

ABSENT: Trustees Cripe and Swierk

APPROVED this 8th day of November, 2018.

Signed:

Village President

Countersigned:

Village Clerk

Published by authority of the
President and Board of Trustees of
the Village of Winnetka, Illinois,
this 9th day of November 2018.

Introduced: Waived

Passed and Approved: November 8, 2018

EXHIBIT A
LEGAL DESCRIPTION OF SUBJECT PROPERTY

LOT 2 IN HARRIS BANK WINNETKA SUBDIVISION, BEING A PART OF THE EAST ½ OF THE NORTHWEST ¼ OF SECTION 17, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as 928 Green Bay Road, Winnetka, Illinois.

PIN: 05-17-122-017-0000

EXHIBIT B
FLOOR PLAN
(SEE ATTACHED EXHIBIT B)

EXHIBIT B

*Office floorplans shown as it currently stands. There are no proposed modification. Approximately 1,300 square feet

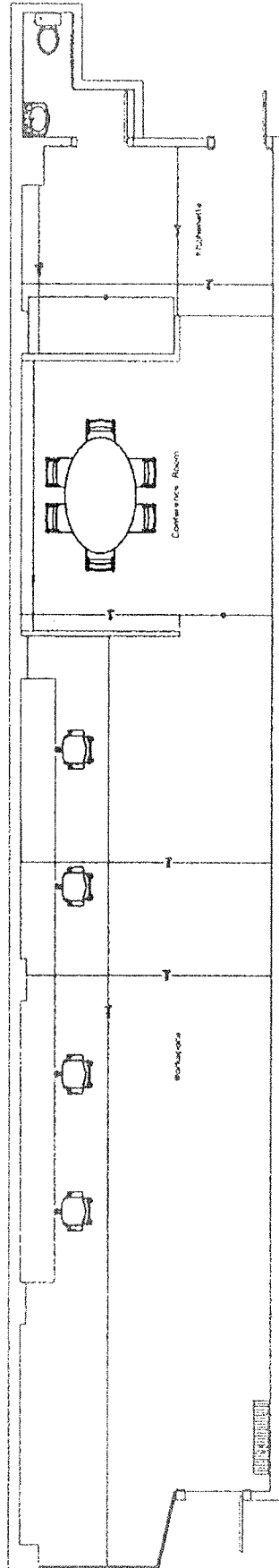


EXHIBIT C
UNCONDITIONAL AGREEMENT AND CONSENT

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

WHEREAS, Alexandra Kaehler, d/b/a Alexandra Kaehler Design, LLC ("**Applicant**"), desires to operate an interior design office located at 928 Green Bay Road in the Village ("**Subject Property**"); and

WHEREAS, Connor Max LLC-928-930 Green Bay Road ("**Owner**") is the record title owner of the Subject Property and consents to the operation of an interior design office by Applicant at the Subject Property; and

WHEREAS, Ordinance No. M-16-2018, adopted by the Village Council on November 9, 2018 ("**Ordinance**"), grants a special use permit to the Applicant for the operation of an interior design office at the Subject Property within the C-2 Commercial Overlay District of the Village; and

WHEREAS, Section 7 of the Ordinance provides, among other things, that the Ordinance will be of no force or effect unless and until the Applicant and the Owner have filed, within 60 days following the passage of the Ordinance, their unconditional agreement and consent to accept and abide by each and all of the terms, conditions, and limitations set forth in the Ordinance;

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

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

any time, be asserted against any of such parties in connection with the Village's adoption of the Ordinance granting the special use permit for the Subject Property.

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

Dated: 1/22, 2018

ATTEST:

ALEXANDRA KAEHLER

By:

By: Alex Kaehler

ATTEST:

CONNOR MAX LLC-928-930 GREEN BAY

By:

By: Connor Max LLC 928 Greenbay

Its:

Its:

RECEIVED
JAN 22 2019
BY: _____

ATTACHMENT 2

ALEXANDRA KAEHLER

DESIGN

20

EST. WINNETKA, IL—CHICAGO + BEYOND

11

December 16th, 2020
Village of Winnetka

To Whom It May Concern:

I, Alex Kaehler of Alexandra Kaehler Design, am writing to ask for a renewal of my special use permit in the C2 Overlay District of Hubbard Woods.

Upon approval for the renewal, I am hoping to resign my lease at 928 Green Bay Rd, Winnetka starting January 1st, 2021 for a three-year period, expiring December 31st, 2023.

Best,

Alex Kaehler

CHICAGO OFFICE
680 N. Lake Shore Drive
#1003 (lake side)
Chicago, Illinois 60611
312-877-5502

Arnold S. Newman*
ATTORNEY AT LAW
anewman@anewman.legal

SUBURBAN OFFICE
18400 Maple Creek Drive
Suite 500
Tinley Park, Illinois 60477
Phone: 708-444-4333
Fax: 708-444-4322

*Admitted in Florida - Colorado
NEAL M. GOLDBERG – OF COUNSEL

Please note our new Chicago office

December 15, 2020

Village of Winnetka

RE: 928 Green Bay Road, Winnetka, IL

To Whom It May Concern:

The undersigned represents Connor Max L.L.C.-928-930 Green Bay Road, the Owner of the above-subject property.

Our Tenant, Alexandra Berlin Design, LLC d/b/a/ Alexandra Kaehler Design LLC is in the process of renewing the special use permit for the subject property. Enclosed is a copy of the Owner's Deed.

The Owner has no objection to and consents to the filing of the renewal of the special use permit.

If any additional information is required from the Owner, please advise.

Very truly yours,


Arnold S. Newman

ASN:tw

cc: Connor Max L.L.C.-928-930 Green Bay Road

From: [Alexandra Kaehler](#)
To: [Ann Klaassen](#)
Subject: Re: Alexandra Kaehler Special Use Permit - Village Council Meeting
Date: Monday, January 11, 2021 12:50:44 PM

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

Hi Ann,

We currently have an employee rotation of people in the office, so there is not more than 1 or 2 people there at once. We are doing all of our client meetings through zoom, so there is no additional traffic.

After covid, we will resume to our normal schedule. The office will be utilized by my team Monday - Thursday from 9 or 10 in the morning, until 4 or 5 in the afternoon. We hope to host our client meetings and vendor presentations in person in the space as well. In february of 2020, we also hosted a jewelry trunkshow and cocktail party that was a great success so we hope to do more things of that nature!

Thanks,
Alex

On Mon, Jan 11, 2021 at 12:13 PM Ann Klaassen <AKlaassen@winnetka.org> wrote:

I would explain how you've been operating during COVID and how you anticipate operating when things return to normal.

Thank you!

From: Alexandra Kaehler <alex@alexandrakaehler.com>
Sent: Monday, January 11, 2021 12:02 PM
To: Ann Klaassen <AKlaassen@winnetka.org>
Subject: Re: Alexandra Kaehler Special Use Permit - Village Council Meeting

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

Hi Ann

Do you mean during COVID or what we anticipate when things return to normal?

On Jan 11, 2021, at 11:49 AM, Ann Klaassen <AKlaassen@winnetka.org> wrote:

Hi Alex,

As we prepare for the Village Council public hearing next Tuesday, to consider your request to renew your special use permit, we're trying to anticipate questions the Village Council may have. Can you elaborate on how your office is currently operating and how you plan to continue operating?

Thank you,

[Ann Klaassen](#)

Senior Planner

Village of Winnetka Community Development

510 Green Bay Road - Winnetka, IL 60093

847.716.3525

--

Alex Kaehler
Principal
Alexandra Kaehler Design
928 Green Bay Road Winnetka, IL 60093
Office: 847.386.9066 / Cell: 847.989.5539
www.alexandrakaehler.com

MINUTES

WINNETKA VILLAGE COUNCIL

RESCHEDULED REGULAR MEETING

November 8, 2018

(Approved: November 20, 2018)

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 Thursday, November 8, 2018, at 7:00 p.m.

1) Call to Order.

President Rintz called the meeting to order at 7:00 p.m. Present: Trustees Robert Dearborn, Penfield Lanphier, Scott Myers, and Anne Wedner. Absent: Trustees Andy Cripe and John Swierk. Also present: Village Manager Robert Bahan, Assistant Village Manager Megan Pierce, Village Attorney Peter Friedman, Director of Water & Electric Brian Keys, Assistant Community Development Director Brian Norkus, Finance Director Tim Sloth, and approximately 4 persons in the audience.

2) Pledge of Allegiance.

Trustee Wedner led the group in the Pledge of Allegiance.

3) Quorum.

- a) November 13, 2018 Study Session. All of the Council members present said they expect to attend.
- b) November 20, 2018 Regular Meeting. All of the Council members present said they expect to attend.
- c) December 4, 2018 Regular Meeting. All of the Council members present said they expect to attend.

4) Public Comment.

Ted Wynnychenko, Winnetka resident. Mr. Wynnychenko commented on the Village's efforts to fulfill recommendations of the Greenest Region 2 Compact and the Council's recent actions on the size of stormwater restrictors. He added that in his opinion, the Village had missed opportunities to install permeable paver systems during road reconstruction projects in past years.

Manager Bahan explained that Public Works Director Steve Saunders will respond to Mr. Wynnychenko's comments about restrictor sizes, and he noted that the Council will have more discussions about its stormwater regulations in the future. He added that Winnetka's Stormwater Vision recommends the use of green infrastructure wherever possible.

Marc Hecht, Winnetka resident. Mr. Hecht posited that the Village Council did not follow proper procedures when it voted on October 16 to approve the One Winnetka final amended planned development application. He took the position that since a protest was filed for the preliminary application, the voting requirement for a supermajority of affirmative votes carried over to the vote on the final application. He asked for an alleged memo written by the Village Attorney on the topic, and he also recommended a correction to the October 16 meeting minutes.

Attorney Friedman explained that the Village has separate provisions at the preliminary and the final approval level for filing protests. The protest filed for the preliminary application did not carry over to the final application procedures. Since no protest was filed against the final approval application, normal Council voting procedures were followed.

5) Reports:

Village President. President Rintz reported that a citizen's commission had been formed in connection with a potential new boat house at the Tower Road Boat Launch and he had asked Trustee Wedner to act as the Council liaison with that committee.

Trustees.

Trustee Lanphier reminded residents that Community Conversations would take place at Peet's Coffee on Saturday, November 10.

Trustee Wedner announced that as part of her participation on the committee to identify funding sources for a potential boat house at the Tower Road Boat Launch, she welcomed interested parties to contact her with information about any potential funding sources.

Attorney. None.

Manager. None.

6) Approval of the Agenda.

Trustee Wedner, seconded by Trustee Myers, moved to approve the Agenda. By voice vote, the motion carried.

7) Consent Agenda

Village Council Minutes.

October 9, 2018 Study Session.

October 16, 2018 Regular Meeting.

Approval of Warrant List dated October 12 - November 1, 2018 in the amount of \$2,212,334.87.

Resolution No. R-65-2018: Approving the Purchase of a Circuit Breaker from Power Line Supply Company (Adoption).

Resolution No. R-66-2018: Authorizing the Purchase of Primary Cable Under a Contract With Okonite (Adoption).

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

8) Ordinances and Resolutions.

Ordinance No. M-16-2018: 928 Green Bay Road - Alexandra Kaehler Interior Design Special Use Permit (Introduction / Adoption). Mr. Norkus reviewed this request for a special use permit for an interior design office on the ground floor in the Commercial Overlay District. The applicant has occupied the Subject Property since March 2018, as she was unaware of the special use permit requirement.

Mr. Norkus explained that the Plan Commission recommends approval with the condition that the current “by appointment only” language on the door be changed to list hours of operation. A second condition recommends that the special use permit be valid for a term of three years, at which time the applicant could apply for re-approval for the special use permit, free of any cost associated with the application.

Mr. Norkus explained that this particular building has a new owner who was unaware of the Commercial Overlay. He noted there is a Village protocol for approving uses coming into the business districts, along with a detailed process to make sure incoming tenants comply with zoning requirements.

After the Council asked a few questions, the business owner, Alex Kaehler, was invited to comment upon her business.

Ms. Kaehler said her real estate broker explained to her the requirement to collect sales tax, but said nothing about a special use permit. She noted that she sources from retail stores in the vicinity of her design business, and she felt her enterprise fit nicely into the Hubbard Woods Design District.

After a thorough discussion about the request, including whether or not to require a retail component, the Council was generally in agreement to approve the special use ordinance as written.

Trustee Myers pointed out that this location, like so many in the Village, is poorly designed for a retail operation and the Council needs to take that into consideration when dealing with the Commercial Overlay.

Trustee Dearborn, seconded by Trustee Myers, moved to waive introduction of Ordinance No. M-16-2018. By roll call vote, the motion carried. Ayes: Trustees Dearborn, Lanphier, Myers, and Wedner. Nays: None. Absent: Trustees Cripe and Swierk.

Trustee Wedner, seconded by Trustee Dearborn, moved to adopt Ordinance No. M-16-2018. By roll call vote, the motion carried. Ayes: Trustees Dearborn, Lanphier, Myers, and Wedner. Nays: None. Absent: Trustees Cripe and Swierk.

Resolution No. R-64-2018: Resolution Rejecting Bids, Waiving Bidding, and Awarding a Contract for the Purchase of a Transformer From Resco (Adoption). Mr. Keys explained that the cost of a transformer must take into account electrical losses that are inherent to their design. He noted that a low material cost does not necessarily equate to the lowest cost overall once the loss evaluation is factored in. Conversely, a transformer with a high material cost but low losses can be judged to be the lowest in overall cost. Based upon the current bid evaluation, Resco met the technical criteria of the bid specification and offers the lowest evaluated life cycle cost. Therefore, staff recommends rejecting the bids, waiving bidding, and awarding the contract to Resco.

There being no substantive discussion, Trustee Lanphier, seconded by Trustee Myers, moved to adopt Resolution No. R-64-2018. By roll call vote, the motion carried. Ayes: Trustees Dearborn, Lanphier, Myers, and Wedner. Nays: None. Absent: Trustees Cripe and Swierk.

9) Old Business.

None.

10) New Business.

Budget Review. Mr. Sloth reviewed a list of outstanding follow-up items from the October 26 Budget Meeting.

President Rintz read a statement into the record from Trustee Cripe commending staff for a job well-done and offering his complete support of the 2019 Budget.

The Council were in agreement that the Budget Meeting format this year was very beneficial and allowed the review process to flow in a coherent manner. There was consensus that the 2019 Budget is very well done, and the community needs communication from the Council about offsetting rising costs with minor fee increases.

Ms. Pierce said a draft of the Council’s transmittal letter, which identifies key themes and pinpoints the Budget highlights, will be ready soon for the Council’s review.

11) Appointments:

None.

ATTACHMENT 4

Minutes adopted 10.24.2018

WINNETKA PLAN COMMISSION EXCERPT OF MEETING MINUTES SEPTEMBER 26, 2018

Members Present:

Tina Dalman, Chairperson
Mamie Case
Layla Danley
Chris Foley
Louise Holland
Bridget Orsic
Jay Vanderlaan

Non-voting Members Present:

Joni Johnson

Members Absent:

John Golan

Village Staff:

David Schoon, Director of Community
Development
Brian Norkus, Assistant Director of Community
Development
Ann Klaassen, Senior Planner

Case No. 18-16-SU: 928 Green Bay Road: An application by Alexandra Kaehler seeking approval of a special use permit to allow an interior design office on the ground floor in the C2 Commercial Overlay District.

Ms. Klaassen stated the subject site measured approximately 1,300 square feet and was previously occupied by Knightsbridge Antiques. She stated it was brought to the Village's attention the applicant is currently occupying the space at 928 Green Bay Road and upon notification that a special use permit is required to operate the interior design office, the applicant submitted the application currently before the Commission. Ms. Klaassen stated the application materials explain the office consists of a team of four people and all business is conducted by appointment only with one appointment at a time.

Ms. Klaassen stated the zoning ordinance provides a series of 11 standards for the evaluation of special use applications within the commercial overlay district. She noted draft findings have been prepared for the consideration of the Commission based on the 11 standards and are included in the agenda report. Ms. Klaassen stated the Commission should evaluate the request for consistency with the 11 standards then issue findings as to the use's consistency with those standards. She then stated if the Commission chooses to place conditions on its recommendation to the Village Council, it will want to include them as part of its findings of fact.

Chairperson Dalman asked if there is any information from the landlord with regard to the space which had been vacant. Ms. Klaassen stated there is not but they did provide consent to the application.

Ms. Johnson stated with regard to the process, when the landlord leases the space, how is it determined whether they need a special use.

1 Ms. Klaassen responded when a new business goes in, there is a pre-occupancy walk through and the
2 discussion is had at that point. She then stated because they do not have commercial business licensing
3 requirements in the Village, these things can slip through the cracks and this is one of those situations.
4 Ms. Johnson asked if there is a way for the Village staff to ensure these things do not slip through the
5 cracks. She noted that after a tenant is in the space, especially once they have done improvements, it
6 would be harder to deny the special use. Ms. Klaassen stated that is something they can explore. She
7 added it would have been noticed if the tenant had done interior work that required a building permit.

8
9 Chairperson Dalman asked if there was no interior work done on the space. Ms. Klaassen responded a
10 permit is not necessary for minor interior improvements, such as painting.

11
12 Mr. Schoon stated staff continues to do its best to inform property owners and there may be instances
13 where a property owner may assume it is an allowed use and no need to contact the Village. He stated
14 when a business goes in that actually required special use approval, the process is to provide the
15 business an opportunity to request the necessary relief and it would be up to the Village Council to
16 decide whether to grant the special use.

17
18 Chairperson Dalman asked how large is the space and Ms. Klaassen responded it is 1,300 square feet.
19 Chairperson Dalman then asked how that factors in terms of size and space available and asked if this is
20 a uniquely small space. Ms. Klaassen agreed it is small but that she did not know what the percentage is.
21 Ms. Johnson asked if this building had space available that is more than 50 feet from the front of the
22 building. Ms. Klaassen stated she is not aware if this particular space had that available to it and she is
23 also not familiar with the interior details of the building. She then stated the applicant could locate 50
24 feet back and there would not be an issue but then they would not have access.

25
26 Chairperson Dalman asked if there were any other questions. No additional questions were raised by
27 the Commission at this time. Chairperson Dalman then swore in the applicant.

28
29 Alexander Kaehler, 1066 Mt. Pleasant, introduced herself to the Commission and stated she could clarify
30 some of the Commission's questions. She stated when she went to lease the space, it was mentioned to
31 her that in this area, she would have to collect sales tax which she did although it is not retail sales tax
32 and which did not conform to the C2 Overlay District which was not communicated to her. Ms. Kaehler
33 stated there were no specifications that it fit into the Overlay District. She then informed the
34 Commission Knightsbridge Antiques left the space over a year ago. Ms. Kaehler stated she looked at the
35 space last October and moved in January or March.

36
37 Ms. Johnson stated the applicant is not at fault and it is the fault of the owner. Ms. Kaehler stated she is
38 already in the space and would be happy to answer any questions.

39
40 Chairperson Dalman asked Ms. Kaehler how much was spent in moving and what her expenses are. Ms.
41 Kaehler responded it is a small office and she may have spent \$2,000 on the move and that her team did
42 a lot of it. She stated they painted, replaced the carpet and freshened up the space. Ms. Kaehler also
43 stated they built in desks.

44
45 Ms. Holland stated they do not have any items for sale or any retail. Ms. Kaehler confirmed there is no
46 retail component and the door is kept locked and they see customers by appointment. Ms. Holland then
47 asked if she anticipated having any. Ms. Kaehler responded she did not. She stated they do design work
48 and to expand into retail would require something very different. Ms. Kaehler noted she moved into the

1 space since she wanted to be closer to home. She also stated she wanted second floor space as opposed
2 to the ground floor and there was very little second floor space available which fit the criteria of having
3 a big open room and this space is what worked for them and which she thought fit the criteria. Ms.
4 Kaehler informed the Commission they have a curtain in the window and that it looks private.

5
6 Ms. Holland asked Ms. Kaehler if she would ever make the front window look like retail space. Ms.
7 Kaehler responded it is styled in a way so that it is not just a white curtain and described it being
8 designed in a way which looked like their design work. Ms. Johnson asked Ms. Kaehler if she had a
9 photograph. Ms. Danley stated she walked by the space and commented it looked consistent with that
10 on the block in terms of its appearance. Ms. Kaehler stated on nice days, they leave the doors open and
11 people walk in thinking it is retail space. She also stated people discover the business by walking by.

12
13 Ms. Johnson stated Ms. Kaehler may be aware there are some larger and smaller spaces where there
14 are interior designers which do have a retail component. Ms. Kaehler confirmed the space next door to
15 hers is a retail designer which is a huge space. Ms. Johnson also stated there is a designer further north
16 in Hubbard Woods which had a retail component and had regular retail hours. She asked Ms. Kaehler
17 if her Chicago space had a similar format. Ms. Kaehler responded that is correct but they were on
18 the second floor in the city and were above an existing retail space. Ms. Johnson stated she noticed the
19 applicant's business and then saw it was by appointment only. Ms. Kaehler stated they do not know
20 what the future holds and once her children are older, it may be something she might become
21 interested in but now, she did not have the bandwidth for it. She informed the Commission when they
22 found out about the situation, they investigated what the retail component requirements would be and
23 whether that would be an option for them and decided to go this route first. Ms. Johnson also stated
24 there would have been regulatory issues with regard to sales tax. Ms. Kaehler confirmed they do collect
25 sales tax and it would have been more of a backend situation in terms of how their operating system
26 would have to change.

27
28 Mr. Vanderlaan asked if they can source any retail pieces from her neighbors. Ms. Kaehler stated they
29 have spent time at Bedside Manner and when they do antique shopping, they go next door. She stated
30 they try to source as close by as they can. Ms. Kaehler also stated a lot of their clients do business with
31 the North Shore businesses. Mr. Vanderlaan stated the applicant's response to answer no. 7 and the
32 reference to the fact they are right in the design corridor where they can provide advice and others
33 provide the inventory. Ms. Kaehler stated their clients can see examples right next door. She also stated
34 being in the design district is a huge advantage and brought the right type of clientele and walk in traffic.
35 She referred to the art show taking place the following week and that people have reached out to her
36 after seeing their window. Ms. Kaehler added it is their hope to draw new clients in.

37
38 Chairperson Dalman stated the applicant's statement with regard to having no interest in being retail is
39 disconcerting. She described it as a difficult decision for the Commission and this is designated as more
40 of a retail area. Chairperson Dalman referred to it not meeting with the personal lifestyle and a business
41 could occupy the space as what a popup shop could go in. She then stated it is a struggle in that they
42 embrace a long time local resident and her connections here, but it is the heart of retail. She also stated
43 in connection with fostering foot traffic and if they were to put a service use in, that will drive foot
44 traffic.

45
46 Ms. Johnson asked how many appointments they have in a typical day. Ms. Kaehler responded one a
47 day and a lot of the day, they visit other designers in the area. She also stated clients come in to the
48 office for meetings and presentations. Ms. Kaehler stated their office hours are Monday through

1 Thursday and closed on Friday. She then stated she understood the concerns with regard to retail and
2 she wanted to be straightforward. Ms. Kaehler stated for her, it represented the opportunity cost of
3 considering having retail versus what they want for the space which is not a good fit. She added she was
4 misled and it is what it is. Ms. Kaehler then stated she wanted it to work for the Commission and for
5 them and that she did not want to move. She referred to the financial aspect and the time to open retail
6 which did not appeal to her.

7
8 Ms. Johnson asked Ms. Kaehler if she would consider participating in First Friday and Ms. Kaehler
9 confirmed she would. She informed the Commission the artist could not get enough of a show together
10 to present in her space on October 5th. She added those things help the business and clientele on the
11 North Shore.

12
13 Chairperson Dalman asked Ms. Kaehler what is the lease term and Ms. Kaehler responded it is
14 three years which was negotiated into a shorter term than what they were looking for. She described it
15 as a good fit so far and she had no desire to leave.

16
17 Chairperson Dalman asked if there were any other questions. Ms. Danley commented it is ironic the
18 applicant was looking for second floor space and there was nothing available fitting with their space
19 plan in the Village. Chairperson Dalman asked if they are at almost full occupancy for office spaces on
20 second floors above retail.

21
22 Mr. Norkus informed the Commission a lot of second floor space is not fully occupied but is not fitting
23 with their program. Ms. Kaehler stated other space also would have required a lot more construction.

24
25 Ms. Johnson asked if it is a one story building and Ms. Kaehler confirmed that is correct.

26
27 Chairperson Dalman asked if there were any other questions. No additional comments were made at
28 this time. She then called the matter in for discussion.

29
30 Ms. Holland stated she is the champion of the Overlay District and they know the Village Council is
31 looking at modifying it. She then stated this space is right on the main block of Hubbard Woods and
32 referred to the downtown masterplan which was adopted and approved. Ms. Holland then stated she is
33 concerned if they give up every little bit of space and the request is for 1,300 square feet, she referred
34 to some stores on Lincoln which are 1,500 square feet. She stated if they turn all of those stores over to
35 office uses, they would not have any downtown masterplan to provide space for. Ms. Holland noted
36 they have already given up two large spaces on Gage Street and that she cannot vote against the
37 Overlay District. She added it is critical not because of tax dollars but the vibrancy that retail space
38 brings to the commercial district.

39
40 Ms. Kaehler stated she would like to speak about vibrancy in the community and that full business is
41 more vibrant than half of the community sitting empty like it is now. She informed the Commission she
42 has lived here her entire life and grew up in Hubbard Woods. Ms. Kaehler stated she anticipated the
43 space being so inexpensive, they should be motivated to get people in here and that it is more expensive
44 than in the city in a perfect location. She questioned whether the issue is more about driving general
45 foot traffic to the area as opposed to retail.

46
47 Ms. Holland stated they gave a special use permit to an architect on Chestnut who promised to make
48 the windows interesting and vibrant and to help foot traffic toward Good Grapes to the south. She

1 stated those offices have their shades down all day and night and it is not vibrant. Ms. Holland
2 reiterated she is a very big proponent of the Overlay District and if the Village Council changes the
3 Overlay District and it has been changed quite a bit since 1987, it is still the one tool the Village has to
4 keep downtown a downtown.

5
6 Ms. Johnson stated if there was interior design with a retail component which is open all day during
7 regular business hours, she would be more comfortable with it. She stated now, it is by
8 appointment only and the door is kept locked which concerned her. Ms. Kaehler informed the
9 Commission she is flexible on that and can remove the "By Appointment Only" signage. She noted at
10 times there is one woman in the office and she agreed to keeping the door locked as a safety measure
11 for the team. Ms. Kaehler also stated she is flexible in that and would be happy to be there on Fridays.
12 Ms. Kaehler added it would not be realistic to open on Saturday and Sunday.

13
14 Chairperson Dalman asked if there were any other questions. Ms. Orsic stated that a concern with a
15 case like this when a business is already in the space before coming before the Commission and we find
16 in favor of the business, is that we don't want people to get the message that it is better to ask for
17 forgiveness than permission. She then stated if the Commission was to find in favor of this business to
18 continue for the word to get around. Ms. Orsic also stated she would have liked to have seen the
19 landlord here. Ms. Holland stated the building was owned by Harris Bank. Ms. Danley stated it is now
20 owned by Connor Max LLC. Mr. Norkus confirmed Connor Max LLC is the recent owner of this property
21 and that it had been owned by Catherine Dillan, the operator of Knightsbridge Antiques. He indicated
22 the new landlord may be partially responsible and he would not call it a misrepresentation of the code
23 and a lot of people in town use the collection of sales tax as shorthand for 15 pages of the ordinance. He
24 added this landlord is not the first party to describe the collection of sales tax as the basis of whether it
25 would be permitted or not.

26
27 Ms. Danley questioned whether there had been another situation in the Village in the past. Mr. Norkus
28 responded it has been relatively infrequent and that new owners of property tend to be the issue. He
29 then stated it is not as rare as they would like it to be and there have been limited instances where
30 tenants moved in and did not comply with the regulations. Mr. Norkus also stated there have been a
31 few more instances where tenants move in and comply with the zoning regulations. He stated it is an
32 easier conversation to have with them such as when the beauty salon moved into a building where it
33 was permitted. Mr. Norkus stated the Village not having a business licensing program does constitute a
34 little bit of difficulty and they try to make up for that with processes set up to inspect properties with
35 tenants when they are made aware of a tenant coming in.

36
37 Ms. Johnson suggested a simple solution would be to put signs in the window that says what the zoning
38 requirement is. Chairperson Dalman responded that would be a marketing issue. Ms. Johnson stated it
39 would be easy for a sign to say it had to be a retail use. Chairperson Dalman stated she did not know
40 how to mandate that. Ms. Danley referred to a photograph of the space right next door which says it is
41 retail space.

42
43 Chairperson Dalman asked what the precedent is when someone is in a space which did not have a retail
44 component or needed a special use permit and asked for a sense of how they would be treated. Mr.
45 Schoon stated the Commission should focus their attention on the standards. He stated an error
46 occurred and the Commission's decision should be based on the standards of what is allowed in the
47 district by special use permit and it needs to meet certain standards. Mr. Schoon stated the Commission
48 is to reach a conclusion that it is their findings that the request meets the standards and is allowed and

1 they should not worry about setting a precedent since each special use request is evaluated on its own
2 merits.

3
4 Ms. Johnson stated once a tenant is in, it is impossible for the Commission to not take that into account,
5 and they do not want to see this happening a lot. Mr. Schoon stated in communities he has served in
6 before, this has happened. He also stated the tenant should be responsible for knowing the zoning of
7 the area in which they are locating a business as well as the landlord and that did not happen. Mr.
8 Schoon stated the Village provides the business the opportunity to request the necessary relief based on
9 the standards used to make the decision.

10
11 Ms. Holland stated after the Commission took a vote, she had a question about another special use
12 which was granted.

13
14 Chairperson Dalman noted Ms. Holland's request and stated she understood Mr. Schoon's comments.
15 She stated the Commission is to focus on the criteria. Chairperson Dalman described the 11 standards as
16 very subjective and here is a business which is modern retail and meets other retail uses by bringing
17 clients in to Bedside Manner, although presented tough questions. She also stated the business is not so
18 much on the internet and people would go into the stores which the Commission should take into
19 consideration.

20
21 Ms. Danley stated they are also located in the design district and it is a design business which she
22 described as different as if it is located in an architect's space. She stated they are promoting it as the
23 design district and it would not be another dentist's office.

24
25 Ms. Johnson stated if the request is approved by the Village Council, the business would have more
26 synergy and would be having regular business hours. She suggested they should participate in First
27 Friday events.

28
29 Chairperson Dalman stated the Commission also can make it a temp approval. Ms. Orsic agreed with
30 Chairperson Dalman's suggestion and stated at the end of the lease, they could either have a retail
31 component or end the special use.

32
33 Mr. Foley stated he would be hesitant to consider what would eject a successful business. Ms. Johnson
34 stated the Village Council might make changes. Mr. Foley stated they should focus on the use part of the
35 special use and stated this is the right kind of business for that particular location other than it not being
36 retail that is the only drawback. He also stated the applicant would be driving business to other
37 businesses in the area which fits in with the design district. Mr. Foley noted he also pondered the setting
38 a precedent question and referred to others who try to get away with it. He stated there are processes
39 here and each application is unique.

40
41 Ms. Orsic stated once a business comes in and is invested it is hard for the Commission to say "it's great
42 that you are here but these are the rules," and the Commission is more likely to allow the variance. Mr.
43 Foley stated if there is a way to tighten the process that would be great. Ms. Case suggested there be a
44 penalty on the owner. Chairperson Dalman stated if they had a commercial license processing fee, she
45 referred to whether they could impose penalties for violations and they have no control which is the
46 struggle in that there is no way to penalize the landlord.

47
48 Mr. Vanderlaan suggested there be a mechanism to follow up on ideas on this specific landlord and

1 educate them and start putting it in a format for addressing this and questioned whether there is a way
2 or outline to do it action-wise to follow. Chairperson Dalman stated there would be the Comprehensive
3 Plan process kickoff at some point.

4
5 Mr. Schoon informed the Commission they do have a process and to take advantage of it, there is
6 communication with owners via the Village newsletter for example. He stated it becomes a problem
7 they can go through the paths to get the word out and see how it moves forward. Mr. Schoon stated if
8 they are approached, they could issue a citation. He then stated the applicant is allowed to pursue this
9 form of relief and they can cite the business and owner and collect fines which the Village staff can do.
10 Mr. Schoon stated the approach has been to allow them to pursue the relief they have the option to as
11 a court would ask the Village if they had given the applicant that opportunity.

12
13 Ms. Johnson stated the Village is home ruled and referred to whether they have flexibility. She added
14 they do have a maintenance code and did not see why the mechanisms cannot be tweaked. Ms.
15 Johnson stated they have to make sure the owners know and emphasize it in a clear manner. Ms. Orsic
16 asked what if an owner said to give something to the tenant describing what is needed to be done and
17 the tenant signed it and it would explain whether they need to ask for a special use. Mr. Vanderlaan
18 suggested there be an educational component or acknowledgement since they are hearing it is a newer
19 company.

20
21 Ms. Holland stated there are not that many real estate companies which own property in the Village.
22 She stated they should all have received a detailed description of what the Overlay District is and what it
23 means.

24
25 Ms. Johnson asked about the Economic Development Director. Mr. Schoon responded they are in the
26 process of looking for a new one.

27
28 Chairperson Dalman commented these are good thoughts and the Commission needed to focus on the
29 11 standards. She then stated it is hard to see how the application satisfies criteria no. 7 which is to
30 encourage, facilitate and enhance the continuity, concentration and pedestrian nature of the area in a
31 manner similar to that of retail uses of a comparison shopping nature. She then stated she could see
32 how the use could help foster business to the surrounding retail uses and described the request as very
33 difficult. Chairperson Dalman also stated the hardest thing about the Overlay District is that it was
34 drafted at a point before the change in retail and how people shop. She questioned whether the
35 Commission needed more time to discuss it. Ms. Johnson suggested they continue the request and have
36 the landlord come to the meeting. Ms. Orsic stated she would also like to talk to the landlord for lots of
37 reasons.

38
39 Mr. Vanderlaan stated that would not change the Commission's decision to be made. He stated while he
40 would also be in favor talking to the landlord that is a separate issue.

41
42 Ms. Orsic referred to standard no. 10. Chairperson Dalman stated that standard is not applicable since it
43 is not a mixed use building. Ms. Orsic then stated standard no. 7 works because of the foot traffic the
44 use would generate. Mr. Vanderlaan stated that is a strong argument in favor and that it would be
45 a complementary good and service situation which fits with the character as opposed to letting the
46 space sit vacant and hope for another furniture store.

47
48 Chairperson Dalman stated she is concerned as you walk the area that some retail business is by

1 appointment only, similar to the bridal store. Mr. Vanderlaan described it as the character of
2 the community and the high-end mindset. He also stated there is a different character of retail and the
3 emerging trend which is unique to the higher-end business district. Ms. Case stated she is going back
4 and forth.

5
6 Chairperson Dalman noted the Commission is a recommending body. Ms. Johnson stated on the ZBA,
7 when there is a difficult case, the ZBA would vote against it and say to the Village Council to decide as a
8 legislative body.

9
10 Chairperson Dalman stated that irritated the Village Council, the commissions and boards are fact
11 finders. She then stated they can think of conditions such as putting a condition such as a sunset on the
12 special use and asked if there were any issues with that. Chairperson Dalman also suggested the
13 applicant remove the sticker "By Appointment Only" in order to look more welcoming as a business. Ms.
14 Johnson stated what is driving this alluded to the fact they granted a special use to a business in the
15 immediate vicinity. Chairperson Dalman stated that was not in the heart of the business district and they
16 have had three businesses in one year requesting a special use.

17
18 Mr. Foley stated the Commission can deny them as well.

19
20 Chairperson Dalman then stated in the context of the 11 standards, there is a lot more foot traffic for
21 those special uses. She also stated they were on streets which were one-way which she described as
22 challenging.

23
24 Ms. Orsic referred to Coldwell Banker and the popup shop which is not there. She stated if that idea
25 worked, would that take the onus off the owner since it would be someone else's shop. Ms. Orsic stated
26 there could be periodic popup shops coming in and the onus would not be on the owner and there
27 could be ideas to make it somewhat retail. Ms. Holland stated it is used by agents. Ms. Orsic added they
28 did one popup and never did it again.

29
30 Ms. Holland stated she did not know if that was part of the Commission giving them a special use. She
31 stated the Village Council and Village President said it was a wonderful solution and it was for 1,600
32 square feet on the sidewalk which is now occupied by desks. Ms. Holland described it as a very bad
33 move.

34
35 Ms. Johnson referred to Body Gears, which said it would have retail products in the windows. She added
36 they cannot police it.

37
38 Chairperson Dalman stated the Commission is struggling and suggested they could go the route Ms.
39 Johnson suggested and phrase a recommendation of denial and take a vote or phrase a
40 recommendation in the affirmative and discuss it being subject to conditions. Ms. Danley stated she
41 would be more comfortable saying yes to a business with conditions and this business fits that particular
42 district. She then referred to City Kids Dental which has a huge amount of storefront space next door to
43 a large empty space. Ms. Danley stated you can see where the applicant there consulted with
44 the landlord as to the expectation and she would be uncomfortable penalizing this particular business.
45 She added it does fit and is part of the design district and feels much more in the realm of what would
46 be there. Ms. Danley then stated if the Commission was to recommend approval with conditions and for
47 it to not be by appointment only that would be good.

1 Chairperson Dalman asked the Commission Members if they wanted to frame the recommendation in
2 the affirmative and with conditions. Ms. Danley suggested the condition of there being open hours
3 where there is public access to the space Monday through Thursday and rotating people Friday and
4 taking down the "By Appointment Only" sticker. Ms. Johnson stated the Village Council can approve the
5 request without conditions. She also stated the landlord should be at the Village Council meeting and
6 they can help shape the policy going forward requiring notices to the owners of the building and signs
7 which say retail space for lease. Ms. Johnson reiterated the Village Council is reviewing the Overlay
8 District and making changes.

9
10 Ms. Orsic stated with regard to hours of operation, she questioned whether they have to be 9 to 5. Mr.
11 Vanderlaan stated they can say reasonable business hours. Ms. Kaehler confirmed their hours are 10
12 to 4.

13
14 Chairperson Dalman asked if there were any other comments. Ms. Case stated she liked Ms. Orsic's idea
15 of a condition of sunsetting the special use after their three year lease is up. She described it as a
16 slippery slope and there are accidents and miscommunication. Ms. Case stated they are in the space and
17 now the Commission is to figure out how to fix the problem.

18
19 Ms. Johnson stated the Commission used a sunset provision on the One Winnetka sales office.
20 Chairperson Dalman confirmed that was a recommendation.

21
22 Ms. Orsic stated to address Mr. Foley's point if it is a successful business, for the applicant to come back
23 and show they have been open and part of the community. Chairperson Dalman agreed that would help
24 their application and building relationships. She then referred for the special use to have a sunset
25 provision and come back for a check-in as a suggestion. Chairperson Dalman then asked Ms. Kaehler if
26 she had a lease extension option. Ms. Kaehler responded she is not sure. She added if they
27 are successful, they would want to stay.

28
29 Mr. Foley stated he understood the purpose of the provision which lays a burden on the
30 applicant. Chairperson Dalman stated when the lease is terminating; there is a negotiation of the lease
31 at that time. Mr. Foley questioned if the rent is reasonable and other circumstances which are favorable,
32 for the applicant to come back and have the Commission go through the process. Ms. Orsic stated that it
33 is not unreasonable to return because they will have had a free pass for three years. Mr. Foley stated he
34 did not agree it would be a free pass. Ms. Case stated it would help to put others on notice not to try it.

35
36 Chairperson Dalman stated they would have been caught if they were doing a lot of interior work and
37 most businesses do something which required a permit. She asked if there were suggestions for any
38 other conditions.

39
40 Mr. Schoon stated Commission members are stating for the special use permit to expire at the end of
41 three years. Chairperson Dalman stated it should be coterminous with the lease term. Mr. Schoon then
42 stated the requirement would be for the applicant to come back for the Village to review the special use
43 permit before it expires in order to be able to continue operating. Ms. Holland added for the applicant
44 to remove the "By Appointment Only" sign. She also stated the Commission should urge the applicant to
45 make the window look like a retail window. Ms. Kaehler and other Commission members confirmed it
46 already does.

47
48 Ms. Kaehler confirmed she can remove the sticker tomorrow morning. She added they had a lot of walk-

1 ins anyway and it would be great for the employees to have to be there during certain hours. Ms.
2 Kaehler stated she would be happy to renew in three years and asked if she would have to pay for
3 another special use permit in three years. Mr. Schoon confirmed she would. Ms. Kaehler noted it cost
4 \$1,000.

5
6 Chairperson Dalman stated they can state it is for administrative purposes and to waive the fee. Mr.
7 Schoon stated that covers the costs. Ms. Danley suggested it be a cost to the landlord.

8
9 Mr. Vanderlaan stated he would support that condition.

10
11 Chairperson Dalman stated they can create language for the Village Council to consider a way to require
12 a review and the laws apply to everyone and there are consequences of coming in and asking for
13 forgiveness later. Ms. Holland stated they should make the Village Council aware it was inadvertently
14 done by the landlord.

15 Chairperson Dalman asked Mr. Schoon if there has ever been anything like that before where they do
16 not want to terminate the special use but for it coming in for review. Mr. Schoon responded the criteria
17 is for it to be reviewed. Ms. Kaehler stated she already paid the \$1,000. She informed the Commission
18 her lawyer reviewed it and assumed like her that as long as she paid sales tax, her business fit the retail
19 criteria.

20
21 Chairperson Dalman stated they have to figure out how to move forward with the recommendation and
22 it sounded like there is a consensus and conditions. She stated there is support from the applicant and
23 the Commission to remove the "By Appointment Only" sign and to clearly post the sign of hours of
24 operation from 10 to 4. Chairperson Dalman then stated the question remains as to whether to include
25 a sunset provision with the \$1,000 fee and recommend the Village Council consider reviewing it
26 prior to the expiration of the lease. Ms. Orsic suggested something should be there to soften it to
27 include something about a review.

28
29 Ms. Johnson reiterated there might be changes to the Retail Overlay District. Chairperson Dalman
30 confirmed there would be a review in three years prior to the expiration of the lease term to ensure
31 compliance with any potential future changes and it would still be a valid permit which would not
32 terminate unless they get the Village Council to waive the permit fee.

33
34 Mr. Foley stated the review should be consistent with current retail. Chairperson Dalman stated they
35 would still have a special permit. Mr. Foley then stated the question is whether they would still need a
36 special use permit.

37
38 Mr. Schoon stated he is hearing that the Commission would want some sort of termination and/or need
39 to review it at a point in time. He stated one approach would be a special use permit which would be
40 good for the term of the lease and the need to renew the special use to continue to operate, which
41 would be reviewed before the Commission and the Village Council. Mr. Schoon stated the second option
42 could be in three years, the special use expires but the applicant can request the Village Council to
43 continue it. Mr. Schoon added another option would be the recommendation of whatever the cost of
44 the special use permit, to ask for its renewal and for the fee to be waived or reduced. He stated if cost is
45 the concern, they can include that in the recommendation.

46
47 Chairperson Dalman commented she liked the second suggestion for in three years, for the special use
48 permit to expire and be renewed by the action of the Village Council. Mr. Schoon stated under the

1 Northbrook code, they offered those terms on special uses so they would not have to go through the
2 entire special use process.

3
4 Ms. Johnson stated not coming to the Commission reduces Village staff time. Chairperson Dalman
5 referred to a stipulation that the fee be waived and for there to be no fee for renewal.

6
7 Mr. Foley commented he liked the idea and they would not be voting against the request. Chairperson
8 Dalman stated it is not to put an undue burden on the potential success of the business. Ms. Holland
9 added as long as there is a sunset provision.

10
11 Mr. Schoon stated that the Commission appears to be ready to recommend approval based upon
12 the request meeting the standards for a special use subject to the applicant removing the sign which
13 states "By Appointment Only" and for the sign to be replaced by a sign which lists the hours of operation
14 which are Monday-Thursday from 10-4. He also stated the special use permit would be good for three
15 years or the term of the lease and prior to its expiration, the applicant can request the renewal of the
16 special use permit and such request is to be reviewed and considered by the Village Council at no fee to
17 the applicant.

18
19 Ms. Orsic made a motion as stated by Mr. Schoon. Mr. Vanderlaan seconded the motion. A vote was
20 taken and the motion was unanimously approved.

21
22 AYES: Case, Dalman, Danley, Foley, Holland, Johnson, Orsic, Vanderlaan

23 NAYS: None

24 NON-VOTING: None

25
26 Findings of the Winnetka Plan Commission
27 Alexandra Kaehler Interior Design
28 928 Green Bay Road
29 Special Use Permit
30

31 After considering the application and testimony, the Plan Commission makes its findings as follows:

32
33 *That the proposed interior design office with no retail inventory to be located within the C2 Commercial*
34 *(Retail) Overlay District is consistent with the eleven (11) standards of Chapter 17.44 of the Zoning*
35 *Ordinance, as outlined below:*

- 36
37 1. The establishment, maintenance, and operation of the Special Use will not be detrimental to or
38 endanger the public health, safety, comfort, morals, or general welfare;
39
40 2. The Special Use will not be substantially injurious to the use and enjoyment of other property in
41 the immediate vicinity which are permitted by right in the district or districts of concern, nor
42 substantially diminish or impair property values in the immediate vicinity;
43
44 3. The establishment of Special Use will not impede the normal and orderly development or
45 improvement of other property in the immediate vicinity for uses permitted by right in the
46 district or districts of concern;
47

- ## RESOLUTION

1. That the applicant remove the “By Appointment Only” sign and replace it with a sign that lists the hours of operation, which are Monday through Thursday from 10am to 4pm; and
2. That the Special Use Permit be valid for three years, or the term of the lease. Prior to the expiration of the lease, the applicant can request the renewal of the Special Use Permit and such request is to be reviewed and considered by the Village Council at no fee to the applicant.

Agenda Packet P. 119



Agenda Item Executive Summary

Title: Resolution No. R-19-2021: Extension of Recycling Services Agreement (Adoption)

Presenter: James Bernahl, Director of Engineering

Agenda Date: 02/02/21

Consent: ☐ YES ☒ NO

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

Item History:

On December 15, 2015, the Village adopted Resolution No. R-49-2015 awarding a contract for residential, commercial, and institutional recycling services to Lakeshore Recycling Systems (LRS). The contract term was for five years, from February 1, 2016 through January 31, 2021. The contract specifies the services to be provided, including weekly curbside collection of recyclable materials from all single family residences, multi-family buildings and municipal locations; collection of recyclables from containers located in the Village's commercial districts; and collection of recyclables from the small street-side recycling containers on the Village's commercial sidewalks.

Executive Summary:

The original contract with LRS contains a provision allowing the Village to extend the contract terms for one additional year, until January 31, 2022. Because the Village has had an excellent experience with LRS, staff notified LRS of the Village's intent to exercise its option to extend the contract for an additional year. Because LRS has had an excellent working relationship with the Village, they are amenable to considering an extension to the contract. However, the current contract pricing, bid in late 2015, reflects a recycling market that has undergone a radical change in the past few years. Material recovery revenues have declined to near zero, while collection costs have increased and disposal options have dwindled. As a result, the Village's current contract with LRS is significantly below market. The Village's 2020 LRS contract pricing was \$4.32 per house per month. SWANCC Executive Director Dave VanVooren has indicated that current recycling contract monthly pricing is in the \$6.90 to \$7.00 per house per month range on recently bid contracts.

In light of these changed market conditions, and in recognition of the excellent service LRS has provided, staff and LRS have discussed a renewal rate that is closer to the current market. Under the 2020 pricing, the Village is paying \$18,528.48 per month (\$222,341.76 annually) for collection of residential recycling. In addition, the Village is paying \$1,288.14 per month for collection of commercial recycling dumpsters located throughout the three commercial districts (\$15,457.68 annually). Thus, the 2020 annual recycling expense was \$237,799.44 for residential and commercial recycling services.

LRS has proposed an additional \$1.00 per house per month for the residential rate, plus the contractual CPI increase, in exchange for adding an additional 4 months to the extension to allow the Village some additional flexibility in examining its bidding strategies for a future contract that may include additional services. Under LRS' proposal, the cost for monthly curbside residential recycling service would increase from \$4.32 per home to \$5.37 per home, for an annual total of \$276,383.16. The commercial rate would stay as is under current contract terms. This would project to an annual recycling expense for 2021 of \$291,840.84 or an increase of \$54,041.40 (22.7%).

Executive Summary (continued):

Because the recycling market has shifted, and with the uncertainty that LRS might not be amenable to a contract extension, the Village's FY 2021 budget for recycling collection was increased significantly, and contains \$391,000 for residential and commercial recycling services. This conservative budget amount is reflective of some of the most recent contracts that have been awarded for recycling services. Thus, LRS' proposed rate would be approximately \$99,160 below the Village's budget for these services.

The 2015 contract also included a revenue sharing provision that provided the Village with a percentage of revenue derived from the Village's recyclable materials, or \$10.00 per ton, whichever was greater. Because the market for recyclable materials has virtually dried up, LRS has also proposed eliminating this \$10.00/ton rebate floor, which would reduce budgeted revenues by about \$10,000.

FY 2020 Recycling Costs:	\$237,799	FY 2020 Recycling Revenues:	\$17,000 (approx.)
FY 2021 LRS Proposed Costs:	\$291,840	FY 2021 Proposed Revenues:	\$0
FY 2021 Recycling Budget:	\$391,000	FY 2021 Revenue Budget:	\$10,000
Budget Savings:	\$99,160	FY 2021 Budget Revenue Impact:	(\$10,000)

The Village attorney has prepared the attached letter agreement that would extend the current contract with LRS for recycling services with the rates outlined above, through May 31, 2022. All other terms and conditions of the current contract would remain in place.

Recommendation:

Consider adopting Resolution No. R-19-2021, waiving competitive bidding and extending an agreement with Lakeshore Recycling Systems, LLC for the collection and processing recyclable material.

Attachments:

Resolution No. R-19-2021 with Letter Agreement

A RESOLUTION WAIVING COMPETITIVE BIDDING AND EXTENDING AN AGREEMENT WITH LAKESHORE RECYCLING SYSTEMS, LLC FOR THE COLLECTION AND PROCESSING RECYCLABLE MATERIAL

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

WHEREAS, on December 16, 2015, the Village entered into an agreement (**“Agreement”**) with Lakeshore Recycling Service LLC, a Delaware limited liability company, (**“Contractor”**) to provide collection and processing of recyclable material services (**“Services”**) for a term ending on January 31, 2021 (**“Term”**); and

WHEREAS, the Agreement provided the Village an option to extend the Term of the Agreement for an additional year (**“Extension”**), which option the Village exercised; and

WHEREAS, the Village and Lakeshore have since negotiated a further extension of the Agreement to May 31, 2022 (the period from February 1, 2021 to May 31, 2022 is the **“Additional Term”**) pursuant to a Letter Agreement (**“Letter Agreement”**); and

WHEREAS, the terms of the Letter Agreement are favorable to the Village; and

WHEREAS, pursuant to Section 4.12.010.C of the Village Code and Section IV.3.D of the Village’s Purchasing Manual, the Village Council has determined that it is in the best interests of the Village to waive competitive bidding and approve the Letter Agreement for the Contractor to perform the Services during the Additional Term;

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

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

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

SECTION 3: APPROVAL OF AGREEMENT. The Village Council hereby approves the Letter Agreement with Contractor to perform the Services, in the form attached to this Resolution as **Exhibit A**.

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

ADOPTED this 2nd day of February, 2021, pursuant to the following roll call vote:

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

Signed

Village President

Countersigned:

Village Clerk

EXHIBIT A
LETTER AGREEMENT



_____, 2021

Lakeshore Recycling Systems
6132 Oakton Street
Morton Grove, Illinois 60053
Attn: Joshua Connell

Re: 2021 Extension to the Agreement between the Village of Winnetka and Lakeshore Recycling Systems LLC for the collection and processing of recyclable materials

Dear Mr. Connell:

On November 3, 2020, pursuant to Section 1.3 of the Agreement between the Village of Winnetka ("Village") and Lakeshore Recycling Systems LLC ("Lakeshore") for the collection and processing of recyclable materials dated December 16, 2015 ("Agreement"), the Village notified Lakeshore of the Village's intent to extend the Agreement for an additional 12-month term, to expire on January 31, 2022 ("Extension").

The Village and Lakeshore have since negotiated a further extension of the Agreement to May 31, 2022 ("Additional Extension") (the period from February 1, 2021 to May 31, 2022 is the "Additional Term") subject to certain terms and conditions to be effective during the Additional Term. Please review and execute this Letter Agreement to confirm Lakeshore's agreement with the terms and conditions as they are set forth below that apply to the Additional Term.

1. Section 3.8 of the Agreement shall not apply, nor have any force or effect, during the Additional Term.

2. Attachment A to the Agreement is hereby amended to read as follows during the Additional Term (Additions are bold and double-underlined; ~~deletions are struck through~~):

Service	Billing		Price Rate
	Unit	Figures	Words
Recyclable Materials Collected			
Single-Family Residential (Total for all Customers) Weekly Curbside Service	Per month	~~5,374.00/unit~~ <u>\$21,297.42</u> \$15,864	~~Fifteen Thousand Eight Hundred Sixty Four Dollars~~ <u>Twenty One Thousand Two Hundred Ninety Seven Dollars and Forty Two Cents</u>
3,966 Locations			

Joshua Connell
Lakeshore Recycling Systems
Page 1 of 3



Service	Billing		Price Rate
	Unit	Figures	Words
Multi-Family Residential (Total for all Customers) Weekly Service 323 Locations	Per month	~~5,374.00/unit~~ <u>\$1,734.51</u> \$1,292	~~One Thousand Two Hundred Ninety Two Dollars~~ <u>One Thousand Seven Hundred Thirty Four Dollars and Fifty One Cents</u>
Selected Commercial Customers (Total for all Customers) 42 Locations	Per month	~~30,6728.00/unit~~ <u>\$1,288.14</u> \$1,176	~~One Thousand One Hundred Seventy Six Dollars~~ <u>One Thousand Two Hunders Eighty Eight Dollars and Fourteen Cents</u>
Municipal Sites			
Municipal Facilities -Three (Weekly Service)	Per month	0.00/unit	Zero Dollars
Streetside Containers – 25 (Twice Weekly Service)	Per month	0.00/unit	Zero Dollars
TOTAL MONTHLY COLLECTION CHARGE	Per month	~~\$18,332~~ <u>\$24,320.07</u>	~~Eighteen Thousand Three Hundred Thirty Two Dollars~~ <u>Twenty Four Thousand Three Hundred Twenty Dollars and Seven Cents</u>
Cart Change-out Replacement	Per Cart	\$25.00	Twenty-Five Dollars



3. Except as specifically provided in this Letter Agreement, all terms, provisions and requirements contained in the Agreement remain unchanged and in full force and effect during the Additional Term. In the event of a conflict between the text of the Agreement and the text of this Letter, the text of this Letter Agreement controls.

Sincerely,

Robert M. Bahan
Village Manager
Village of Winnetka

Acknowledged and Agreed:

LAKESHORE RECYCLING SYSTEMS LLC,
a Delaware limited liability company

Signature: _____

Printed name: _____

Its: _____

Date: _____

Joshua Connell
Lakeshore Recycling Systems
Page 3 of 3



Agenda Item Executive Summary

Title: Resolution No. R-20-2021: 67 Brier Street - Gilchrist Resubdivision Extension of Approval (Adoption)

Presenter: David Schoon, Community Development Director

Agenda Date: 02/02/21

Consent: ☐ YES ☒ NO

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

Item History:

March 5, 2019 - Council adopted Resolution No. R-27-2019 approving the final plat of subdivision.
March 6, 2018 - Council adopted Ordinance No. M-4-2018 approving the preliminary plat of subdivision and variations from the Zoning Ordinance and Subdivision Ordinance.

Executive Summary:

On February 2, the Village Council is scheduled to consider adoption of Resolution No. R-20-2021 in response to a request submitted by Rosemary Latter and Russell Gilchrist (the "Applicants"), as the owners of the property located at 67 Brier Street (the "Subject Property"). The Applicants are requesting an extension of the approval of the final plat of subdivision to subdivide the Subject Property into two lots of record.

On March 5, 2019, the Village Council adopted Resolution No. R-27-2019, approving the final plat of subdivision. The Resolution is not effective until the house currently located on the Subject Property is demolished. Additionally, the Resolution states, "In the event that the house currently located on the Subject Property is not demolished within two years from the date this Resolution is adopted, the Village Council shall have the right, in its sole discretion, to declare approval granted in this Resolution null and void and of no force or effect." Resolution No. R-27-2019 is provided as Attachment C.

It should be noted that the Village Council adopted the resolution approving the final plat subsequent to its approval of the preliminary plat of subdivision and related variations from the Zoning Ordinance and Subdivision Ordinance with the adoption of Ordinance No. M-4-2018 in March of 2018. Ordinance No. M-4-2018 is provided as Attachment D.

(cont'd on next page)

Executive Summary (continued):

As described by the Applicants in their attached written request (Attachment B), due to the pandemic, they are requesting an extension of the approval until March 5, 2023.

Since the adoption of Resolution No. R-27-2019 in March of 2019, there have been no new developments, resubdivision of properties, or changes to zoning in the area of the Subject Property.

Recommendation:

Consider adoption of Resolution No. R-20-2021, which would amend the Resolution Approving the Final Plat of Subdivision (R-27-2019) in order to extend the demolition deadline until March 6, 2023.

Attachments:

Attachment A: Resolution No. R-20-2021

Attachment B: Applicant Request for Extension

Attachment C: Resolution No. R-27-2019

Attachment D: Ordinance No. M-4-2018

ATTACHMENT A

RESOLUTION NO. R-20-2021

A RESOLUTION AMENDING RESOLUTION NO. R-27-2019 REGARDING DEMOLITION REQUIREMENTS FOR A FINAL PLAT OF SUBDIVISION (67 Brier Street)

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

WHEREAS, Russell Gilchrist and Rosemary Latter ("***Applicants***") are the record title owners of the parcel of real property commonly known as 67 Brier Street in Winnetka, Illinois, and legally described in **Exhibit A** attached to and, by this reference, made a part of this Resolution ("***Subject Property***"); and

WHEREAS, the Applicants desire to divide the Subject Property into two buildable lots of record ("***Proposed Subdivision***"); and

WHEREAS, on March 5, 2019, pursuant to Resolution No. R-27-2019 ("***Approving Resolution***"), the Village approved the Applicants' request for the Proposed Subdivision; and

WHEREAS, Section 6.B of the Approving Resolution conditioned the approval of the Proposed Subdivision on the commencement of the required demolition on the Subject Property within two years ("***Demolition Deadline***"); and

WHEREAS, due, in part, to the COVID-19 pandemic, the Applicants have not commenced demolition on the Subject Property, and have requested an extension to the Demolition Deadline; and

WHEREAS; the Village desires to amend the Approving Resolution in order to extend the Demolition Deadline until March 6, 2023; and

WHEREAS, the Village Council has determined that it is in the best interest of the Village to approve this Resolution.

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

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

SECTION 2: APPROVAL OF AMENDMENT. Pursuant to its home rule powers, the Village Council hereby amends Section 6.B of the Approval Resolution in order to extend the Demolition Deadline until March 6, 2023. All other provisions of the Approval Resolution shall remain in full force and effect.

{00118798.2}

February 2, 2021

R-20-2021

SECTION 3: EFFECTIVE DATE. This Resolution will be in full force and effect from and after its passage and approval according to law.

ADOPTED this 2nd day of February, 2021, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

Signed:

Village President

Countersigned:

Village Clerk

{00118798.2}

February 2, 2021

R-20-2021

EXHIBIT A

LEGAL DESCRIPTION OF SUBJECT PROPERTY

LOT 2 AND LOT 3 (EXCEPT THE SOUTH 9.8 FEET THEREOF) IN BLOCK 1 IN MANUS INDIAN HILL A SUBDIVISION OF THE NORTHWEST 1/4 OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 28, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as 67 Brier Street, Winnetka, Illinois.

{00118798.2}

February 2, 2021

R-20-2021

ATTACHMENT B



Village of Winnetka Community Development
510 Green Bay Road - Winnetka, IL 60093

January 11, 2021

Attn: Winnetka Village Council

Re: 67 Brier Street RESOLUTION NO. R-27-2019

We are writing to request an extension of the above resolution approving a subdivision of our property, due to the turmoil of the circumstances of the pandemic, until March 5th, 2023.

Yours sincerely,

Russell Gilchrist and Rosemary Latter

A RESOLUTION APPROVING A FINAL PLAT OF SUBDIVISION

(67 Brier street)

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

WHEREAS, Russell Gilchrist and Rosemary Latter ("**Applicants**") are the record title owners of the parcel of real property commonly known as 67 Brier Street in Winnetka, Illinois, and legally described in **Exhibit A** attached to and, by this reference, made a part of this Resolution ("**Subject Property**"); and

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

WHEREAS, the Applicants desire to divide the Subject Property into two buildable lots of record ("**Proposed Subdivision**"); and

WHEREAS, on August 27, 2017, the Applicants submitted an application to the Village for zoning variations on the Subject Property ("**Zoning Application**"); and

WHEREAS, on August 30, 2017, the Applicants submitted an application ("**Subdivision Application**") to the Village for an approval of a preliminary plat of subdivision for the Subject Property ("**Preliminary Plat**"); and

WHEREAS, the Preliminary Plat proposed to divide the Subject Property, creating two proposed adjoining lots of record: (i) a lot consisting of approximately 6,473 square feet on the north side of the Subject Property and depicted as "Lot 1" on the Preliminary Plat ("**Proposed North Lot**"); and (ii) a lot consisting of approximately 6,872 square feet on the south side of the Subject Property and depicted as "Lot 2" on the Preliminary Plat ("**Proposed South Lot**" and collectively with the Proposed North Lot, the "**Subdivided Lots**"); and

WHEREAS, pursuant to Section 16.12(D)(2) of the Winnetka Subdivision Ordinance ("**Subdivision Ordinance**"), the Subdivided Lots must have side lot lines that are approximately perpendicular to front street lines; and

WHEREAS, pursuant to Section 17.30.010 of the Winnetka Zoning Ordinance ("**Zoning Ordinance**"), the Subdivided Lots must each have: (i) a minimum lot area of 8,400 square feet; (ii) a minimum rectangular buildable area of 5,445 square feet; and (iii) a minimum length of rectangular building area of 55 feet; and

WHEREAS, pursuant to Section 17.30.020 of the Zoning Ordinance, the Subdivided Lots must each have: (i) a minimum average lot width of 60 feet; and (ii) a minimum actual lot width 45 feet from the front street line of 60 feet; and

WHEREAS, the Applicants desire to divide the Subject Property into the Subdivided Lots such that: (i) the Subdivided Lots would have side lot lines not approximately perpendicular to the front street lines, in violation of Section 16.12(D)(2) of the Subdivision Ordinance; (ii) the Proposed North Lot would have a minimum lot area of only 6,473 square feet and the Proposed South Lot would have a minimum lot area of only 6,872 square feet, both in violation of Section 17.30.010 of the Zoning Ordinance; (iii) the Proposed North Lot and Proposed South Lot would have less than minimum rectangular buildable areas of 5,445 square feet and less than minimum lengths of rectangular building area of 55 feet, both in violation of Section 17.30.010 of the Zoning Ordinance; (iv) the Proposed North Lot would have a minimum average lot width of only 44.33 feet and the Proposed South Lot would have a minimum average lot width of 54.54 feet, both in violation of Section 17.30.020 of the Zoning Ordinance; (v) the Proposed North Lot and the Proposed South Lot both would have a minimum actual lot width 45 feet from the front street line of 45.82 feet, both in violation of Section 17.30.020 of the Zoning Ordinance; and

WHEREAS, the Applicants' Subdivision Application also requested subdivision variations from Section 16.12(D)(2) of the Subdivision Ordinance to permit the Subdivided Lots to have side lot lines that are not approximately perpendicular to front street lines (collectively, "**Subdivision Variations**"); and

WHEREAS, the Applicants' Zoning Application requested zoning variations from: (i) Section 17.30.010 of the Zoning Ordinance to permit the Proposed Subdivision of the Subject Property with the Proposed North Lot having a minimum lot area of only 6,473 square feet, a minimum rectangular buildable area less than 5,445 square feet, and a minimum length of rectangular building area of less than 55 feet and with the Proposed South Lot having a minimum lot area of only 6,872 square feet, a minimum rectangular buildable area less than 5,445 square feet, and a minimum length of rectangular building area of less than 55 feet; and (ii) Section 17.30.020 of the Zoning Ordinance to permit the Proposed Subdivision of the Subject Property with the Proposed North Lot having a minimum average lot width of only 44.33 feet and a minimum actual lot width 45 feet from the front street line of 45.82 feet and the Proposed South Lot having a minimum average lot width of only 54.54 feet and a minimum actual lot width 45 feet from the front street line of 45.82 feet (collectively, "**Zoning Variations**" and the Subdivision Variations together with the Zoning Variations are collectively, "**Variations**"); and

WHEREAS, on December 13, 2017, after due notice thereof, the Winnetka Plan Commission held a public hearing on the proposed Preliminary Plat and Variations, and voted, by a unanimous vote of eight to zero, to recommend that the Village Council approve the Preliminary Plat and Variations, subject to certain conditions; and

WHEREAS, on January 8, 2018, after due notice thereof, the Zoning Board of Appeals ("**ZBA**") conducted a public hearing on the Zoning Variations and, by a vote of four to two, the members then present recommended that the Council of the Village of Winnetka ("**Village Council**") deny the Zoning Variations; and

WHEREAS, on February 20, 2018, the Village Council adopted Ordinance M-4-2018 approving the Preliminary Plat, the Subdivision Variations, and Zoning Variations pending the approval by the Village Council and recording of a final plat of subdivision for the Subject Property ("**Final Plat**"); and

WHEREAS, on October 17, 2018, the Applicants submitted an application to the Village for a proposed Final Plat, which is attached to and, by this reference, made a part of this Resolution as **Exhibit B**; and

WHEREAS, on December 19, 2018, after due notice thereof, the Winnetka Plan Commission: (i) held a public hearing on the proposed Final Plat; (ii) determined, pursuant to Section 16.08.010(D) of the Subdivision Ordinance, that the Final Plat embodied the details of, and substantially conformed with, the approved Preliminary Plat; and (iii) voted, by a unanimous vote of six to zero, to recommend that the Village Council approve the Final Plat subject to certain conditions; and

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

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

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

SECTION 2: APPROVAL OF FINAL PLAT. Subject to and contingent upon the conditions set forth in Section 3 of this Resolution, pursuant to Sections 16.04.030 and 16.08.010 of the Subdivision Ordinance, the Village Council hereby approves the Final Plat and the division of the Subject Property into the two Subdivided Lots as depicted on, and in strict accordance with, the Final Plat.

SECTION 3: CONDITIONS. The approval granted in Section 2 of this Resolution is subject to and conditioned upon compliance with, and the inclusion of all of the information required by, Chapter 16.08 of the Subdivision Ordinance.

SECTION 4: EXECUTION OF FINAL PLAT. The Village Council hereby authorizes and directs the Village President and the Village Clerk, upon satisfaction of the conditions set forth in Section 3 of this Resolution, to execute and attest, on behalf of the Village, the Final Plat.

SECTION 5: RECORDATION OF FINAL PLAT. Upon execution of the Final Plat by the Village President and the Village Clerk, as provided in Section 4 of this Resolution, the Village Clerk is hereby directed to cause the Final Plat to be recorded in the office of the Cook County Recorder of Deeds.

SECTION 6: EFFECTIVE DATE.

A. This Resolution will be in full force and effect only upon the occurrence of all of the following events:

1. Passage and approval by the Village Council in the manner required by law; and
2. After the house currently located on the Subject Property is demolished in accordance with all applicable laws.

B. In the event that the house currently located on the Subject Property is not demolished within two years from the date this Resolution is adopted, the Village Council shall have the right, in its sole discretion, to declare approvals granted in this Resolution null and void and of no force or effect.

ADOPTED this 5th day of March, 2019, pursuant to the following roll call vote:

AYES: Trustees Cripe, Dearborn, Lanphier, Myers, Swierk and Wedner

NAYS: None

ABSENT: None

Signed

s/Chris Rintz

Village President

Countersigned:

s/Robert M. Bahan

Village Clerk

EXHIBIT A

LEGAL DESCRIPTION OF SUBJECT PROPERTY

LOT 2 AND LOT 3 (EXCEPT THE SOUTH 9.8 FEET THEREOF) IN BLOCK 1 IN MANUS INDIAN HILL A SUBDIVISION OF THE NORTHWEST 1/4 OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 28, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as 67 Brier Street, Winnetka, Illinois.

EXHIBIT B

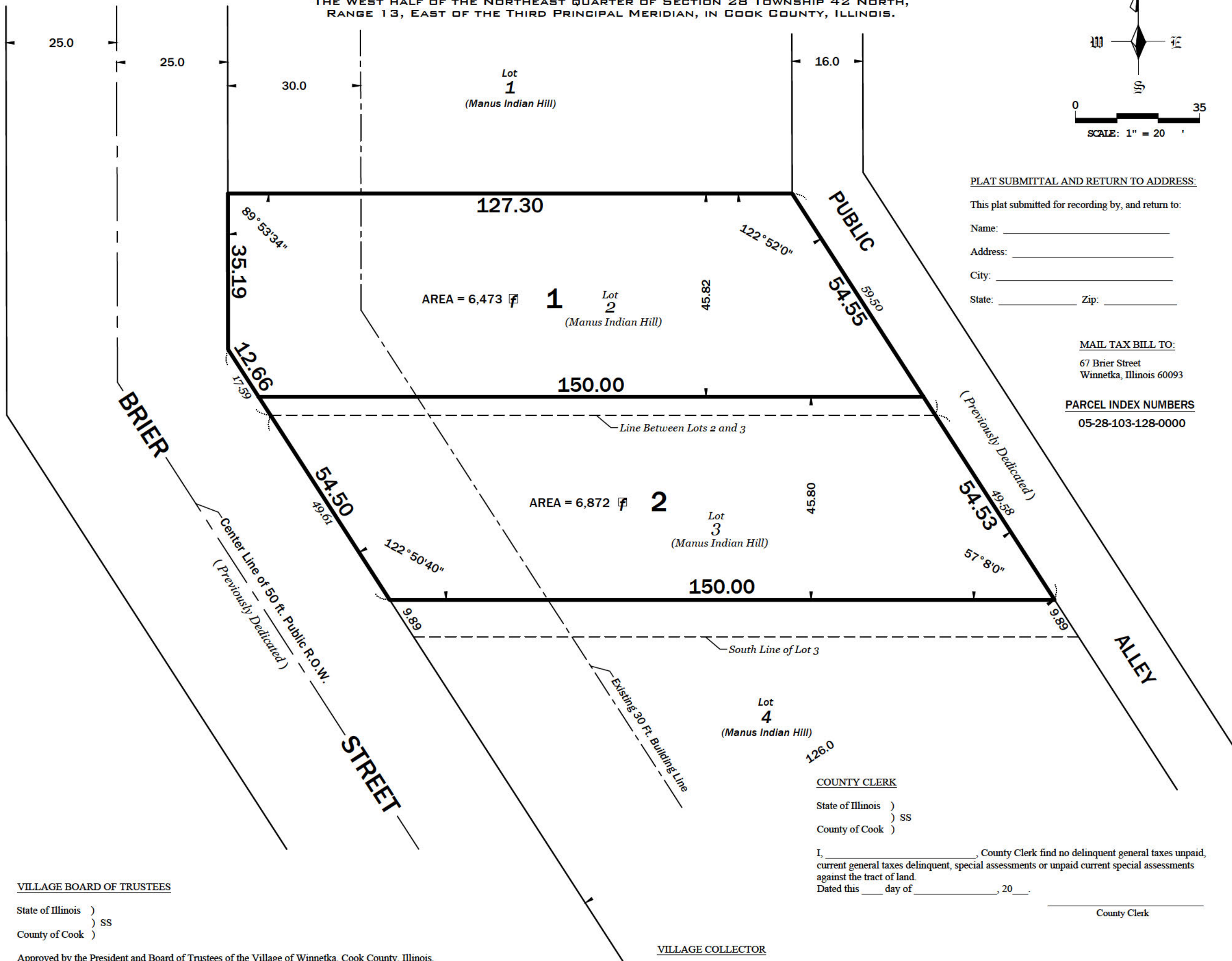
FINAL PLAT

(SEE ATTACHED EXHIBIT B)

GILCHRIST RESUBDIVISION

...IN...

THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 28 TOWNSHIP 42 NORTH,
RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.



VILLAGE BOARD OF TRUSTEES

State of Illinois)
) SS
County of Cook)

Approved by the President and Board of Trustees of the Village of Winnetka, Cook County, Illinois,
this ____ day of _____, 20__.

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

PLAN COMMISSION

State of Illinois)
) SS
County of Cook)

The Village of Winnetka Plan Commission recommended approval by the Village Board
of Trustees at a meeting held the ____ day of _____, 20__.

By: _____ Attest: _____
Chair Secretary

WATER and ELECTRIC DEPARTMENT

State of Illinois)
) SS
County of Cook)

Approved this ____ day of _____, 20__ by the Director of the Water and Electric Department of the Village of Winnetka,
Cook County, Illinois.

Water and Electric Director

DECLARATION OF RESTRICTIVE COVENANTS
GILCHRIST RESUBDIVISION

State of Illinois)
) SS
County of Cook)

IN CONSIDERATION OF AND AS A CONDITION FOR the approval of resubdivision of the property commonly known as 67 Brier Street,
to be known as Lot 1 and Lot 2 in Gilchrist Resubdivision.

THE UNDERSIGNED OWNERS OF THE LAND COVERED BY THIS PLAT OF SUBDIVISION HEREBY COVENANT AND AGREE
AS FOLLOWS:

1. LOT 2 - In order to minimize excavation and disruption within the public right-of-way, and in the interest of preserving mature tree
in the public right-of-way, the sole means of vehicular ingress and egress from Lot 2 shall be from the existing driveway apron and curb cut
("Existing Driveway"), as shown on a Plat of Survey prepared by North Shore Survey, Ltd., dated June 19, 2018 and on file with the Village
of Winnetka. No alterations to Lot 2 shall be permitted that would create a new vehicular ingress and egress point to Lot 2 or alter the
location or increase the size of the Driveway apron.

2. LOT 1 - In order to preserve existing mature trees in the pubic right-of-way, any driveway constructed to serve Lot 1 must observe a
minimum three-foot (3') clearance between the driveway and existiong trees in the public right-of-way ("Parkway Trees"), as shown on a Plat
of Survey prepared by North Shore Survey, Ltd., dated June 19, 2018.

3. These covenants shall run with the land in the subdivision shown on this plat, and shall be binding upon and inure to the benefit of
the owners of all lots of record therein, their respective successors, assigns and grantees and all parties claiming by, through and under them.
Enforcement of these covenants may be sought by the owners of any lots of recooord in this subdivision, any person with an interest in any of
said lots of record, or the Village of Winnetka by any proceeding at law or in equity against any person or persons violating or attempting to
violate any covenant, either to restrain violation, to compel affirmative action, or to recover damages, and against the land to enforce any lien
created by these covenants.

4. The covenants created herein shall not be released or amended excepted by a duly adopted ordinance of the Village of Winnetka,

Dated this ____ day of _____, 20__.

(Owner)

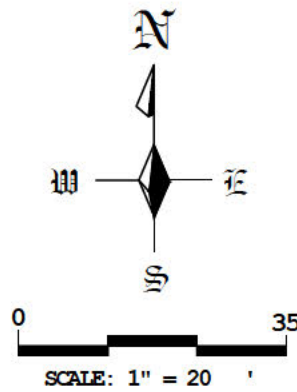
It's (Title)

ACKNOWLEDGMENT

_____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Russell Gilchrist and
Rosemary Latter, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before
me this day in person and acknowledged that they signed and delivered said instrument as their free and voluntary act for the uses and
purposes therein set forth.
Signed and acknowledged before me this ____ day of _____, 20__.

My Commission Expires: _____

Notary Public



PLAT SUBMITTAL AND RETURN TO ADDRESS:

This plat submitted for recording by, and return to:

Name: _____

Address: _____

City: _____

State: _____ Zip: _____

MAIL TAX BILL TO:

67 Brier Street
Winnetka, Illinois 60093

PARCEL INDEX NUMBERS

05-28-103-128-0000

COUNTY CLERK

State of Illinois)
) SS
County of Cook)

I, _____, County Clerk find no delinquent general taxes unpaid,
current general taxes delinquent, special assessments or unpaid current special assessments
against the tract of land.
Dated this ____ day of _____, 20__.

County Clerk

VILLAGE COLLECTOR

State of Illinois)
) SS
County of Cook)

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

Dated this ____ day of _____, 20__.

Village Collector

VILLAGE ENGINEER

State of Illinois)
) SS
County of Cook)

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

Village Engineer

MORTGAGEE

State of Illinois)
) SS
County of Cook)

This is to certify that _____, as holder of Mortgage No. _____ on the
property hereon described and depicted does hereby consent to the division of said property as shown on the Plat hereon drawn.

By: _____ Attest: _____

Address

ACKNOWLEDGMENT

_____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that
Russell Gilchrist and Rose Latter, personally known to me to be the same persons whose names are subscribed to the
foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered said
instrument as their free and voluntary act for the uses and purposes therein set forth.
Signed and acknowledged before me this ____ day of _____, 20__.

My Commission Expires: _____

Notary Public

SURVEYOR

I, Arthur R. Olson, hereby certify that I have prepared the plat shown hereon and the property described as Lot 2 and
Lot 3 (except the South 9.8 feet thereof) in Block 1 in MANUS INDIAN HILL, a subdivision of the Northwest quarter of the
West half of the Northeast quarter of Section 28, Township 42 North, Range 13, East of the Third Principal Meridian, in
Cook County, Illinois; in accordance with the Winnetka Subdivision and Development Code; that the property is within the
corporate limits of the Village of Winnetka which has adopted an official comprehensive plan, that the property is not within
a Special Flood Hazard Area, as identified by the Federal Emergency Management Agency on the most recent Flood
Insurance Rate Map Panel 253 of 832, Community Panel No. 17031 C 0235 F, effective August 19, 2008.

Surveyor

State of Illinois)
) SS
County of Cook)

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify
that _____, personally known to me to be the same person whose name is subscribed to the
foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument
as his free and voluntary act for the uses and purposes therein set forth.
Given under my hand and official seal this ____ day of _____, 20__.

My Commission Expires: _____

Notary Public

Final Plat Prepared By:
NORTH SHORE SURVEY, LTD.
436 CATALPA LANE, LIBERTYVILLE, ILLINOIS 60048
(847) 446-6510 NORTHSHORESURVEY@GMAIL.COM
PROFESSIONAL DESIGN FIRM NO. 184.006982

Dated: February 15, 2019

FILE NO:
42402-R
Agenda Packet P. 136

ATTACHMENT D

ORDINANCE NO. M-4-2018

**AN ORDINANCE APPROVING A PRELIMINARY PLAT OF SUBDIVISION AND
GRANTING VARIATIONS FROM THE WINNETKA ZONING ORDINANCE AND THE
WINNETKA SUBDIVISION ORDINANCE FOR A PROPOSED SUBDIVISION
(67 Brier Street)**

WHEREAS, Russell Gilchrist ("**Owner**") is the record title owner of the parcel of real property commonly known as 67 Brier Street in Winnetka, Illinois, and legally described in **Exhibit A** attached to and, by this reference, made a part of this Ordinance ("**Subject Property**"); and

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

WHEREAS, the Subject Property is a single lot of record depicted in the plat of survey in **Exhibit B** attached to and, by this reference, made a part of this Ordinance; and

WHEREAS, the Subject Property is currently improved with a single-family residence; and

WHEREAS, Owner and Rosemary Latter (collectively, "**Applicants**") desire to divide the Subject Property into two buildable lots of record ("**Proposed Subdivision**"); and

WHEREAS, on August 27, 2017, the Applicants submitted an application to the Village for zoning variations on the Subject Property ("**Zoning Application**")

WHEREAS, on August 30, 2017, the Applicants submitted an application ("**Subdivision Application**") to the Village for an approval of a preliminary plat of subdivision for the Subject Property ("**Preliminary Plat**"), which is attached to and, by this reference, made a part of this Ordinance as **Exhibit C**; and

WHEREAS, the Preliminary Plat proposes to divide the Subject Property, creating two proposed adjoining lots of record: (i) a lot consisting of approximately 6,473 square feet on the north side of the Subject Property and depicted as "Lot 1" on the Preliminary Plat ("**Proposed North Lot**"); and (ii) a lot consisting of approximately 6,872 square feet on the south side of the Subject Property and depicted as "Lot 2" on the Preliminary Plat ("**Proposed South Lot**" and collectively with the Proposed North Lot, the "**Subdivided Lots**"); and

WHEREAS, pursuant to Section 16.12(D)(2) of the Winnetka Subdivision Ordinance ("**Subdivision Ordinance**"), the Subdivided Lots must have side lot lines that are approximately perpendicular to front street lines; and

WHEREAS, pursuant to Section 17.30.010 of the Winnetka Zoning Ordinance ("**Zoning Ordinance**"), the Subdivided Lots must each have: (i) a minimum lot area of 8,400 square feet; (ii) a minimum rectangular buildable area of 5,445 square feet; and (iii) a minimum length of rectangular building area of 55 feet; and

WHEREAS, pursuant to Section 17.30.020 of the Zoning Ordinance, the Subdivided Lots must each have: (i) a minimum average lot width of 60 feet; and (ii) a minimum actual lot width 45 feet from the front street line of 60 feet; and

WHEREAS, the Applicants desires to divide the Subject Property into the Subdivided Lots such that: (i) the Subdivided Lots would have side lot lines not approximately perpendicular to the front street lines, in violation of Section 16.12(D)(2) of the Subdivision Ordinance; (ii) the Proposed North Lot would have a minimum lot area of only 6,473 square feet and the Proposed South Lot would have a minimum lot area of only 6,872 square feet, both in violation of Section 17.30.010 of the Zoning Ordinance; (iii) the Proposed North Lot and Proposed South Lot would have less than minimum rectangular buildable areas of 5,445 square feet and less than minimum lengths of rectangular building area of 55 feet, both in violation of Section 17.30.010 of the Zoning Ordinance; (iv) the Proposed North Lot would have a minimum average lot width of only 44.33 feet and the Proposed South Lot would have a minimum average lot width of 54.54 feet, both in violation of Section 17.30.020 of the Zoning Ordinance; (v) the Proposed North Lot and the Proposed South Lot both would have a minimum actual lot width 45 feet from the front street line of 45.82 feet, both in violation of Section 17.30.020 of the Zoning Ordinance; and

WHEREAS, the Applicants' Subdivision Application also requested subdivision variations from Section 16.12(D)(2) of the Subdivision Ordinance to permit the Subdivided Lots to have side lot lines that are not approximately perpendicular to front street lines (collectively, "**Subdivision Variations**"); and

WHEREAS, the Applicants' Zoning Application requested zoning variations from: (i) Section 17.30.010 of the Zoning Ordinance to permit the Proposed Subdivision of the Subject Property with the Proposed North Lot having a minimum lot area of only 6,473 square feet, a minimum rectangular buildable area less than 5,445 square feet, and a minimum length of rectangular building area of less than 55 feet and with the Proposed South Lot having a minimum lot area of only 6,872 square feet, a minimum rectangular buildable area less than 5,445 square feet, and a minimum length of rectangular building area of less than 55 feet; and (ii) Section 17.30.020 of the Zoning Ordinance to permit the Proposed Subdivision of the Subject Property with the Proposed North Lot having a minimum average lot width of only 44.33 feet and a minimum actual lot width 45 feet from the front street line of 45.82 feet and the Proposed South Lot having a minimum average lot width of only 54.54 feet and a minimum actual lot width 45 feet from the front street line of 45.82 feet (collectively, "**Zoning Variations**" and the Subdivision Variations together with the Zoning Variations are collectively, "**Variations**"); and

WHEREAS, on December 13, 2017, after due notice thereof, the Winnetka Plan Commission held a public hearing on the proposed Preliminary Plat and Variations, and voted, by a unanimous vote of eight to zero, to recommend that the Village Council approve the Preliminary Plat and Variations, subject to certain conditions; and

WHEREAS, on January 8, 2018, after due notice thereof, the Zoning Board of Appeals ("**ZBA**") conducted a public hearing on the Zoning Variations and, by a vote of four to two, the members then present recommended that the Council of the Village of Winnetka ("**Village Council**") deny the Zoning Variations; and

WHEREAS, pursuant to Section 17.60.050 of the Zoning Ordinance, the Village Council has determined that: (i) the Zoning Variations are within the final jurisdiction of the Village Council; (ii) the Zoning Variations are in harmony with the general purpose and intent of the Zoning Ordinance and are in accordance with general or specific rules set forth in Chapter 17.60 of the Zoning Ordinance; and (iii) there are practical difficulties or particular hardships in the way of carrying out the strict letter of the provisions or regulations of the Zoning Ordinance from which the Zoning Variations have been sought; and

WHEREAS, the Village Council has determined that approval of the Preliminary Plat, Subdivision Variations, and Zoning Variations (collectively, “**Approvals**”) to permit the Proposed Subdivision on the Subject Property within the R-5 District is in the best interest of the Village and its residents;

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

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

SECTION 2: APPROVAL OF PRELIMINARY PLAT. The Preliminary Plat for the Subject Property shall be, and it is hereby, approved pursuant to Section 16.08.010 of the Village Code.

SECTION 3: ACKNOWLEDGEMENT OF REQUEST FOR SUBDIVISION VARIATIONS. The President and Village Council hereby acknowledge that the Applicant has requested, and that the proposed Preliminary Plat of Subdivision contemplates, the Subdivision Variations from Section 16.12(D)(2) of the Subdivision Ordinance to permit the Subdivided Lots to have side lot lines that are not approximately perpendicular to front street lines. At the time of consideration of a final plat of subdivision, the Village Council shall consider the requested modifications in accordance with, and pursuant to, Section 16.08.010 of the Village Code.

SECTION 4: EFFECT OF APPROVALS. Pursuant to Section 16.08.010 of the Village Code, the approval of the Preliminary Plat for the Subject Property, as set forth in Section 2 of this Ordinance, shall not be deemed or interpreted as authorizing or entitling the Applicant to approval of a final plat of subdivision for the Subject Property or to any other approval, or to the issuance of any permit, until after all of the standards and procedures for such other approvals or permits have been satisfied. Nothing herein shall be deemed or interpreted as obligating or requiring the Village Council to approve a final plat of subdivision or other approval or permit.

SECTION 5: APPROVAL OF ZONING VARIATIONS. Subject to, and contingent upon, the terms, conditions, restrictions, and provisions set forth in Section 6 of this Ordinance, the Zoning Variations from Sections 17.30.010 and 17.30.020 of the Zoning Ordinance to permit the Proposed Subdivision on the Subject Property are hereby granted, in accordance with and pursuant to Chapter 17.60 of the Zoning Ordinance and the home rule powers of the Village.

SECTION 6: CONDITIONS. The Approvals granted by Sections 2 and 5 of this Ordinance are subject to, and contingent upon, compliance by the Applicants with the following conditions:

- A. Submission of Final Plat of Subdivision. Pursuant to and in accordance with Section 16.08.010.D of the Village Code, the adoption of this Ordinance authorizes the Applicant to submit a final plat of subdivision for the Subject Property to the Village Council. The final plat of subdivision for the Subject Property ("***Final Plat***") shall be submitted by the Applicant for review and approval by the Village no later than the date that is 12 months after the effective date of this Ordinance.
- B. Compliance with Regulations. Except to the extent specifically provided otherwise in this Ordinance, the development, use, and maintenance of the Proposed Subdivision and the Subject Property must comply at all times with all applicable Village codes and ordinances, as they have been or may be amended over time.
- C. Reimbursement of Village Costs. In addition to any other costs, payments, fees, charges, contributions, or dedications required under applicable Village codes, ordinances, resolutions, rules, or regulations, the Applicant must pay to the Village, promptly upon presentation of a written demand or demands therefor, of all fees, costs, and expenses incurred or accrued in connection with the review, negotiation, preparation, consideration, and review of this Ordinance. Payment of all such fees, costs, and expenses for which demand has been made shall be made by a certified or cashier's check. Further, the Applicant must pay upon demand all costs incurred by the Village for publications and recordings required in connection with the aforesaid matters.
- D. Restrictive Covenant. The Applicant must cause restrictive covenants approved by the Village Attorney to be set forth on the Final Plat, which restrict the use and development of the Subdivided Lots as follows:
 - 1. The existing driveway on the Subject Property must be preserved, maintained, and used on the Proposed South Lot. No other space on the Proposed South Lot may be used for a driveway onto Brier Street.
 - 2. The existing trees in the City-owned parkway in front of the front lot line of the Proposed North Lot ("***Parkway Trees***") must be preserved and maintained, and any driveway constructed on the Proposed North Lot must have at least a three-foot clearance on either side from these existing trees.

SECTION 7: RECORDATION OF ORDINANCE; BINDING EFFECT. A copy of this Ordinance will be recorded with the Cook County Recorder of Deeds. This Ordinance and the privileges, obligations, and provisions contained herein inure solely to the benefit of, and are binding upon, the Applicants and each of its heirs, representatives, successors, and assigns.

SECTION 8: FAILURE TO COMPLY. Upon the failure or refusal of the Applicants 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 Section 2 and 5 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 5 of this Ordinance unless it first provides the Applicants with two months advance written notice of the reasons for revocation and an opportunity to be heard at a regular meeting of the Village Council. In the event of revocation, the development and use of the Subject Property will be governed solely by the regulations of the applicable zoning district and the applicable provisions of the Zoning Ordinance, as the same may, from time to time, be amended. Further, in the event of such revocation, the Village Manager and Village Attorney are hereby authorized and directed to bring such zoning enforcement action as may be appropriate under the circumstances.

SECTION 9: AMENDMENTS. Any amendment to this Ordinance may be granted only pursuant to the procedures, and subject to the standards and limitations, provided in the Zoning Ordinance for amending or granting variations.

SECTION 10: SEVERABILITY. If any provision of this Ordinance or part thereof is held invalid by a court of competent jurisdiction, the remaining provisions of this Ordinance shall remain in full force and effect, and shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Ordinance to the greatest extent permitted by applicable law.

SECTION 11: EFFECTIVE DATE.

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

1. Passage by the Village Council in the manner required by law; and
2. Publication in pamphlet form in the manner required by law;

B. The Variations set forth in Section 5 of this Ordinance will be effective only upon: (i) the filing by the Applicant with the Village Clerk of an Unconditional Agreement and Consent in the form of **Exhibit D** attached to and, by this reference, made a part of this Ordinance to accept and abide by each and all of the terms, conditions, and limitations set forth in this Ordinance and to indemnify the Village for any claims that may arise in connection with the approval of this Ordinance; and (ii) the approval and recording of the Final Plat.

C. In the event that the Applicants do not file with the Village Clerk a fully executed copy of the unconditional agreement and consent described in Section 11.B of this Ordinance within 60 days after the date of passage of this Ordinance by the Village Council, the Village Council shall have the right, in its sole discretion, to declare the Variations granted in this Ordinance null and void and of no force or effect.

PASSED this 6th day of March, 2018, pursuant to the following roll call vote:

AYES: Trustees Cripe, Dearborn, Lanphier, and Ziv

NAYS: Trustee Swierk

ABSENT: Trustee Myers

Signed



Village President

Countersigned:



Village Clerk

Published by authority of the
President and Board of Trustees of
the Village of Winnetka, Illinois,
this 7th day of March, 2018.

Introduced: February 20, 2018

Passed and Approved: March 6, 2018

EXHIBIT A

LEGAL DESCRIPTION OF SUBJECT PROPERTY

LOT 2 AND LOT 3 (EXCEPT THE SOUTH 9.8 FEET THEREOF) IN BLOCK 1 IN MANUS INDIAN HILL A SUBDIVISION OF THE NORTHWEST 1/4 OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 28, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as 67 Brier Street, Winnetka, Illinois.

EXHIBIT B
CURRENT PLAT OF SURVEY
(SEE ATTACHED EXHIBIT B)

THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 42 NORTH, RANGE 10, E. COUNTY, ILLINOIS.

This is a detailed survey map of a residential property, likely a subdivision. The map shows a large rectangular lot (Lot 2) with a smaller rectangular lot (Lot 3) attached to its south side. Lot 2 contains a "1 STORY & BASEMENT BRICK RESIDENCE NO. 67" with a "Sloop" and a "Walk". Lot 3 contains a "GARAGE" and a "BREEZEWAY". The map includes various dimensions for lot boundaries and internal features, as well as labels for "BRIER STREET", "ALLEY", "PUBLIC", and "WOOD STOCKADE FENCE". It also notes "Found Cross Notch in Walk 5.0 Ft. West on Property Line Extended" and "Found Iron Pipe at Property Corner".

WE, North Shore Survey, Ltd., do hereby certify that we have surveyed the property as described in the above caption in accordance with official records and/or previous surveys and that the plat hereon drawn is a correct representation of said survey.

DATED: JANUARY 29 2007

FILE No.

38654-4

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY

Agenda Packet P. 145

points must be compared on the ground and with one another before building by same and any discrepancies be reported to this firm.

ing lines, easements or other building restrictions refer to your deed, abstract, contract & municipal ordinances.

sions or angles hereon to be assumed by scaling.

noted hereon are in feet and decimal parts thereof. Any information relative to utilities or elevations hereon are taken from

ords / not guaranteed.

THIS PLAT IS NOT TRANSFERABLE

NORTH SHORE SURVEY, LTD.

61 Williamsburg Road Evanston, Il 60203 847-676-9505

SCALE: 1" = 20'

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY

EXHIBIT C
PRELIMINARY PLAT
(SEE ATTACHED EXHIBIT C)

State: _____ Zip: _____

FILE NO.
42402-R

EXHIBIT D

UNCONDITIONAL AGREEMENT AND CONSENT

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

WHEREAS, Russell Gilchrist ("**Owner**") is the record title owner of the property commonly known as 67 Brier Street in the Village ("**Subject Property**")

WHEREAS, Russell Gilchrist and Rosemary Latter (collectively, "**Applicant**") desire to divide the Subject Property into two new buildable lots of record ("**Proposed Subdivision**"); and

WHEREAS, Ordinance No. M-4-2018, adopted by the Village Council on March 6, 2018 ("**Ordinance**"), approves a preliminary plat of subdivision for the Proposed Subdivision and grants variations from the provisions of the Winnetka Zoning Ordinance to the Applicant to permit the Proposed Subdivision of the Subject Property with subdivided lots not in conformity with: (i) the Village's perpendicular side lot lines requirements for all lots in the Village set forth in Section 16.12(D)(2) of the Winnetka Subdivision Ordinance; and (ii) the Village's minimum lot area, minimum rectangular buildable area, minimum average lot width, and minimum actual lot width 45 feet from the front street line requirements for the R-5 District set forth in Sections 17.30.010 and 17.30.020 of the Winnetka Zoning Ordinance; and

WHEREAS, Section 11 of the Ordinance provides, among other things, that the Ordinance will be of no force or effect unless and until the Applicants have filed, within 60 days following the passage of the Ordinance, its unconditional agreement and consent to accept and abide by each and all of the terms, conditions, and limitations set forth in the Ordinance;

NOW, THEREFORE, the Applicants do hereby agree and covenant as follows:

1. The Applicants do hereby unconditionally agree to accept, consent to, and abide by each and all of the terms, conditions, limitations, restrictions, and provisions of the Ordinance.
2. The Applicants acknowledge that public notices and hearings have been properly given and held with respect to the adoption of the Ordinance, have considered the possibility of the revocation provided for in the Ordinance, and agree not to challenge any such revocation on the grounds of any procedural infirmity or a denial of any procedural right.
3. The Applicants 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 variations 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 Applicants against damage or injury of any kind and at any time.
4. The Applicants 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 variations for the Subject Property.

5. The Applicants 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: April 6th, 2018

ATTEST:

RUSSELL D. LATTER

By: [REDACTED]

By: [REDACTED]

Its: [REDACTED]

Its: [REDACTED]

ATTEST:

ROSEMARY LATTER

By: [REDACTED]

By: [REDACTED]

Its: [REDACTED]

Its: [REDACTED]





Agenda Item Executive Summary

Title: Resolution No. R-21-2021 - 844 Spruce Street R-O-W License Agreement (Adoption)

Presenter: David Schoon, Community Development Director

Agenda Date: 02/02/2021

Consent: ☐ YES ☒ NO

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

Item History:

None

Executive Summary:

On February 2, 2021, the Village Council is scheduled to consider a resolution approving a license agreement with Spruce Partners, LLC, owner of the property at 844 Spruce Street, (the “Applicant”) for use of a portion of the public right-of-way adjacent to the 844 Spruce Street property (See Attachment A). The Applicant plans to install a raised terrace for outdoor dining that would extend approximately 1.5 feet into the right-of-way.

The principals that own the property also plan to remodel the building at 844 Spruce Street and open a new restaurant called the Pomeroy, a French bistro. The proposed exterior changes were reviewed and, by a vote of 7-0, approved by the Design Review Board at the Board’s January 21, 2021 meeting (See Attachment B for plans reviewed.)

Staff has reviewed the Applicant’s proposed improvements within the right-of-way and finds the proposed improvements compatible with the existing Village use of this portion of the right-of-way. However, as noted in the license agreement, the Village has the rights at anytime to require the Applicant to remove its improvements within the right-of-way.

Recommendation:

Consider adoption of resolution approving a license agreement for use of a portion of the public right-of-way abutting 844 Spruce Street for the installation of a raised terrace for outdoor dining.

Attachments:

Attachment A - Resolution No. R-21-2021

Attachment B - Proposed Improvements to 844 Spruce Street Presented to Design Review Board

R-21-2021

**A RESOLUTION APPROVING A LICENSE AGREEMENT TO ALLOW THE
INSTALLATION OF A TERRACE ON A VILLAGE RIGHT-OF-WAY
(844 Spruce Street)**

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

WHEREAS, Spruce Partners, LLC (“*Licensee*”) is owner of the property commonly known as 844 Spruce Street, Winnetka, Illinois (“*Property*”); and

WHEREAS, Licensee intends to convert the existing one-story building on the Property for use as a new restaurant (“*Restaurant*”); and

WHEREAS, Licensee desires to install an outdoor patio/terrace for decorative planting and outdoor dining as part of the Restaurant (“*Terrace*”), and Licensee desires to install a portion of the Terrace within a portion of the Village right-of-way (“*Licensed Premises*”); and

WHEREAS, the Village Council has determined that it will serve and be in the best interests of the Village and its residents to enter into a License Agreement with Licensee to govern Licensee’s use of the Licensed Premises;

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

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

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

ADOPTED this February 2, 2021, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

Signed

Village President

Countersigned:

Village Clerk

EXHIBIT A
LICENSE AGREEMENT

NON-EXCLUSIVE LICENSE AGREEMENT

(844 Spruce Street)

THIS NON-EXCLUSIVE LICENSE AGREEMENT ("Agreement"), dated as of this ____ day of _____, 2021, ("**Effective Date**"), by and between the **VILLAGE OF WINNETKA**, an Illinois home rule municipal corporation ("**Village**"), and **SPRUCE PARTNERS, LLC**, an Illinois limited liability company ("**Licensee**").

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

SECTION 1. RECITALS.

A. The Village is the owner of that public right of way known as Spruce Street ("**Village Right of Way**").

B. The Licensee is the owner of that certain real property commonly known as 844 Spruce Street, Winnetka, Illinois, located on the south side of the Village Right-of-Way between Birch Street and Chestnut Street within the Village's C-2 General Commercial Retail Zoning District ("**Property**").

C. Licensee intends to convert the existing one-story building on the Property to use for a new restaurant ("**Restaurant**").

D. Licensee desires to install an outdoor patio/terrace for decorative planting and outdoor dining as part of the Restaurant ("**Terrace**"), and Licensee desires to install a portion of the Terrace, currently planned to include the northern retaining wall for the Terrace, within that portion of the Village Right of Way depicted in **Exhibit A** to this Agreement ("**Licensed Premises**").

E. The Property will benefit from the installation of the Terrace.

F. The Licensee has applied to the Village for a permit to allow the Terrace on the Licensed Premises and related approvals concerning the Restaurant.

G. On January 21, 2021, the Design Review Board recommended that the Village approve the installation of the Terrace by the Licensee.

H. The Village desires to authorize the installation by the Licensee of the Terrace, subject to the terms and conditions of this Agreement.

I. The Village and the Licensee desire to enter into this Agreement to permit the installation of portions of the Terrace on the Licensed Premises.

SECTION 2. GRANT AND TERM OF LICENSE.

A. Grant of License. Subject to the terms and conditions set forth in this Agreement, the Village hereby grants to the Licensee, and the Licensee hereby accepts, a non-exclusive revocable license for the installation of the Terrace on the Licensed Premises pursuant to and in strict accordance with the terms and provisions of this Agreement ("**License**"). The Licensee acknowledges and agrees that nothing in this Agreement shall be interpreted to provide a license to the licensee to alter the Licensed Premises in any way other than for the installation of those portions of the Terrace depicted in **Exhibit B** to this Agreement.

B. Limitation of Interest. Except for the License granted pursuant to this Agreement, the Licensee shall have no legal, beneficial, or equitable interest, whether by adverse possession or prescription or otherwise, in the Licensed Premises.

C. Term. This License shall be for a term commencing on the Effective Date of this Agreement and ending on the occurrence of a terminating event as described in Section 2.D of this Agreement.

D. Termination of License; Restoration of Licensed Premises.

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

a. **Failure to Comply.** The Licensee has violated any provision of this Agreement; provided, however, that prior to termination pursuant to this Section 2.D.1.a, the Village shall provide the Licensee with 10 days written notice and an opportunity to cure the violation.

b. **Convenience.** Upon written notice by the Village that the Licensee remove the Terrace from the Licensed Premises.

c. **Village Right of Way Construction.** The Village desires to engage in construction or other improvements on the Licensed Premises and elects, in its sole discretion, to terminate this Agreement and the License.

d. **Dangerous Condition.** The Village determines, in its sole and absolute discretion, that the Terrace threatens the public health and safety, and that the removal of the Terrace is necessary to abate the dangerous condition.

2. Restoration of Licensed Premises.

a. **Licensee Obligation.** Upon termination of this Agreement pursuant to this Section 2.D, the Licensee, at its sole cost and expense, shall restore the Licensed Premises as nearly as practicable to its condition as of the Effective Date, including, without limitation: (1) repair or replacement of the Licensed Premises, if necessary in the sole determination of the Village; and (2) restoration of all Village-owned property as nearly as

practicable to the condition immediately preceding the installation of the Terrace, if disturbed, damaged, or removed by the Licensee.

b. Failure to Restore. In the event that the Licensee fails or refuses to repair, replace and/or restore the Licensed Premises or any Village-owned property that is disturbed, damaged, or removed by the Licensee, in accordance with Section 2.D.2.a of this Agreement, the Village shall have the right, but not the obligation, to perform and complete the repair, restoration, and/or replacement, and to charge the Licensee for all costs and expenses, including legal and administrative costs incurred by the Village, for such work. If the Licensee does not fully reimburse the Village for such costs, then the Village shall have the right to place a lien on the Property for all such costs and expenses in the manner provided by law. The rights and remedies provided in this Section 2.D.2.b shall be in addition to, and not in limitation of, any other rights and remedies otherwise available to the Village.

SECTION 3. INSTALLATION AND MAINTENANCE OF THE TERRACE.

E. Installation. The Licensee shall install the Terrace in a good and workmanlike manner, all at the sole expense of the Licensee, and subject to inspection and approval by the Village, and in accordance with the following:

1. The Terrace shall be: (a) of a style and material consistent with the design depicted in Exhibit B of this Agreement; and (b) located only within those specific portions of the Licensed Premises identified and depicted in Exhibit A to this Agreement.

2. The Licensee shall not install the Terrace within the Licensed Premises prior to the occurrence of each of the following:

a. Issuance by the Village of all building and related permits required for the installation of the Terrace and for occupying a public right-of-way pursuant to the Village Code;

b. Approval by the Village of all contractors or agents hired by or on behalf of the Licensee to install any part of the Terrace; and

c. Approval by the Village of a schedule for the installation of the Terrace, which schedule shall not be approved by the Village unless the installation of the Terrace will not interfere with any Village activities, Village maintenance on or at the Licensed Premises or nearby Village property, or other Village events.

3. During the period of installation, the Licensee shall maintain the Licensed Premises and all streets, Village Right of Ways, and other public property in and adjacent to the Licensed Premises in a safe, good and clean condition without hazard to public use at all times.

4. The Licensee shall promptly clean all mud, dirt, or debris deposited on any street, Village Right of Way, or other public property by the Licensee or any agent of or contractor hired by, or on behalf of, the Licensee, and shall repair any damage that may be caused by the activities of the Licensee or any agent of or contractor hired by, or on behalf of, the Licensee in connection with the installation of the Terrace. If the Licensee fails to clean, or

undertake with due diligence to clean, any street, Village Right of Way, or other public property within one hour after the Village gives the Licensee notice to clean all mud, dirt, snow, ice or debris deposited on such property by the Licensee or any agent of or contractor hired by, or on behalf of, the Licensee, then the Village shall have the right, but not the obligation, to cause the affected public property to be cleaned and to recover from the Licensee all costs incurred by the Village in the performance of such work.

5. The Licensee acknowledges and agrees that in the event that the Village determines, in its sole and absolute discretion, that portions of the Village Right of Way require replacement due to the installation of the Terrace, then the Licensee, and not the Village, shall, at its sole cost and expense, promptly replace those portions of the Village Right of Way with specific materials approved in advance by the Village.

SECTION 4. RESERVATION OF RIGHTS.

A. Reservation of Rights. The Village hereby reserves the right to use the Licensed Premises in any manner that will not prevent, impede, or interfere in any way with the exercise by Licensee of the rights granted pursuant to this Agreement. The Village shall have the right to grant other non-exclusive licenses or easements, including, without limitation, licenses or easements for utility purposes, over, along, upon, under or across the Licensed Premises. The Village reserves its right of full and normal access to the Licensed Premises for the maintenance of any existing or future utility located thereon. The Village also reserves the right to conduct ongoing maintenance of the Licensed Premises, including, without limitation, replacement of all or a portion of the Village Right of Way.

B. Cooperation. The Licensee hereby acknowledges and agrees to reasonably cooperate with the Village in the event that the Village desires to permit the installation of other improvements on the Licensed Premises. If, in the Village's sole determination, the portions of the Terrace within the License Premises prevent, impede, or interfere with the Village's ability to maintain or improve the Licensed Premises, the Licensees must, upon receipt of a notice therefor from the Village, and at their sole expense, temporarily remove with a reasonably degree of promptness taking into consideration the surrounding circumstances, those portions of the Terrace within the Licensed Premises so that the City may conduct such maintenance or improvements.

SECTION 5. LIENS.

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

SECTION 6. LIABILITY AND INDEMNITY OF VILLAGE.

A. Village Review. The Licensee acknowledges and agrees that the Village is not, and shall not be, in any way liable for any damages or injuries that may be sustained as the result of the Village's review and approval of any plans for the Terrace, or the issuance of any approvals, permits, certificates, or acceptances for the installation, operation, or maintenance of the Terrace, and that the Village's review and approval of any such plans for the Terrace and issuance of any such approvals, permits, certificates, or acceptances does not, and shall not, in any way, be deemed to insure the Licensee or any of its successors, assigns, tenants and licensees, or any third party, against damage or injury of any kind at any time.

B. Indemnity. The Licensee agrees to, and does hereby, hold harmless and indemnify the Village and all Village elected or appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from any and all claims that may be asserted at any time against any of those parties in connection with: (i) the installation, operation, maintenance, repair or replacement of any portion of the Terrace; or (ii) the Licensee's performance of, or failure to perform, its obligations under this Agreement (collectively, "*Indemnified Claims*"), whether or not any such Indemnified Claim is due or claimed to be due in whole or in part to the active, passive, or concurrent negligence or willful misconduct or fault of the Licensee; provided, however, that this indemnity shall not apply to willful misconduct or gross negligence on the part of the Village.

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

D. Waiver of Liability. The Licensee will, and does hereby, waive, release, and relinquish all claims of every kind, known and unknown, present and future, that Licensee may have against the Village and its officers, agents, servants, and employees, arising out of, connected with or in any way related to the use of the Licensed Premises, or as a result of the condition, maintenance, and use of the Licensed Premises.

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

SECTION 7. ENFORCEMENT.

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

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

SECTION 8. GENERAL PROVISIONS.

A. Notices. All notices required or permitted to be given under this Agreement shall be given by the parties by: (i) personal delivery; (ii) deposit in the United States Registered Mail, return receipt requested, enclosed in a sealed envelope with first class postage thereon; or (iii) deposit with a nationally recognized overnight delivery service, addressed as stated in this Section 8.A. The address of any party may be changed by written notice to the other parties. Any mailed notice shall be deemed to have been given and received within three days after the same has been mailed and any notice given by overnight courier shall be deemed to have been given and received within 24 hours after deposit. Notices and communications to the parties shall be addressed to, and delivered at, the following addresses:

If to the Village:	Village of Winnetka 510 Green Bay Road Winnetka, IL 60093 Attention: Village Manager
with a copy to:	ELROD FRIEDMAN LLP 325 LaSalle Street, Suite 450 Chicago, IL 60654 Attention: Peter M. Friedman, Village Attorney
If to the Licensee:	Spruce Partners LLC 844 Spruce St Winnetka, IL 60093 ATTN: Ryan ODonnell

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

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

D. Authority to Execute. The Village hereby warrants and represents to the Licensee that the persons executing this Agreement on its behalf have been properly authorized to do so by the Village. The Licensee hereby warrants and represents to the Village that the Licensee has 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.

E. Non-Waiver. The Village shall be under no obligation to exercise any of the rights granted to it in this Agreement. The failure of the Village to exercise at any time any right

granted to the Village shall not be deemed or construed to be a waiver of that right, nor shall the failure void or affect the Village's right to enforce that right or any other right.

F. Assignment. This Agreement may not be assigned by the Licensee without the prior written consent of the Village.

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

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

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

J. Exhibits. Exhibits A and B attached hereto 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.

K. Survival of Obligations. All obligations of the Licensee pursuant to this Agreement that have not been fully performed as of the termination of this Agreement shall survive such termination, including, without limitation, the restoration obligations set forth in Section 2.D.2 of this Agreement, and the liability and indemnity obligations set forth in Section 6 of this Agreement.

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

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

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

[SIGNATURE PAGE FOLLOWS]

ATTEST:

VILLAGE OF WINNETKA,
an Illinois home rule municipal corporation

By: _____

By: _____

Its: _____

Its: _____

ATTEST:

SPRUCE PARTNERS, LLC, an Illinois
limited liability company

By: _____

By: _____

Its: _____

Its: _____

EXHIBIT A

DEPICTION OF LICENSED PREMISES



TOTAL DECREASE IN IMPERMEABLE	-1.4%
-------------------------------	-------



DATE
12.09.2020
01.20.2021

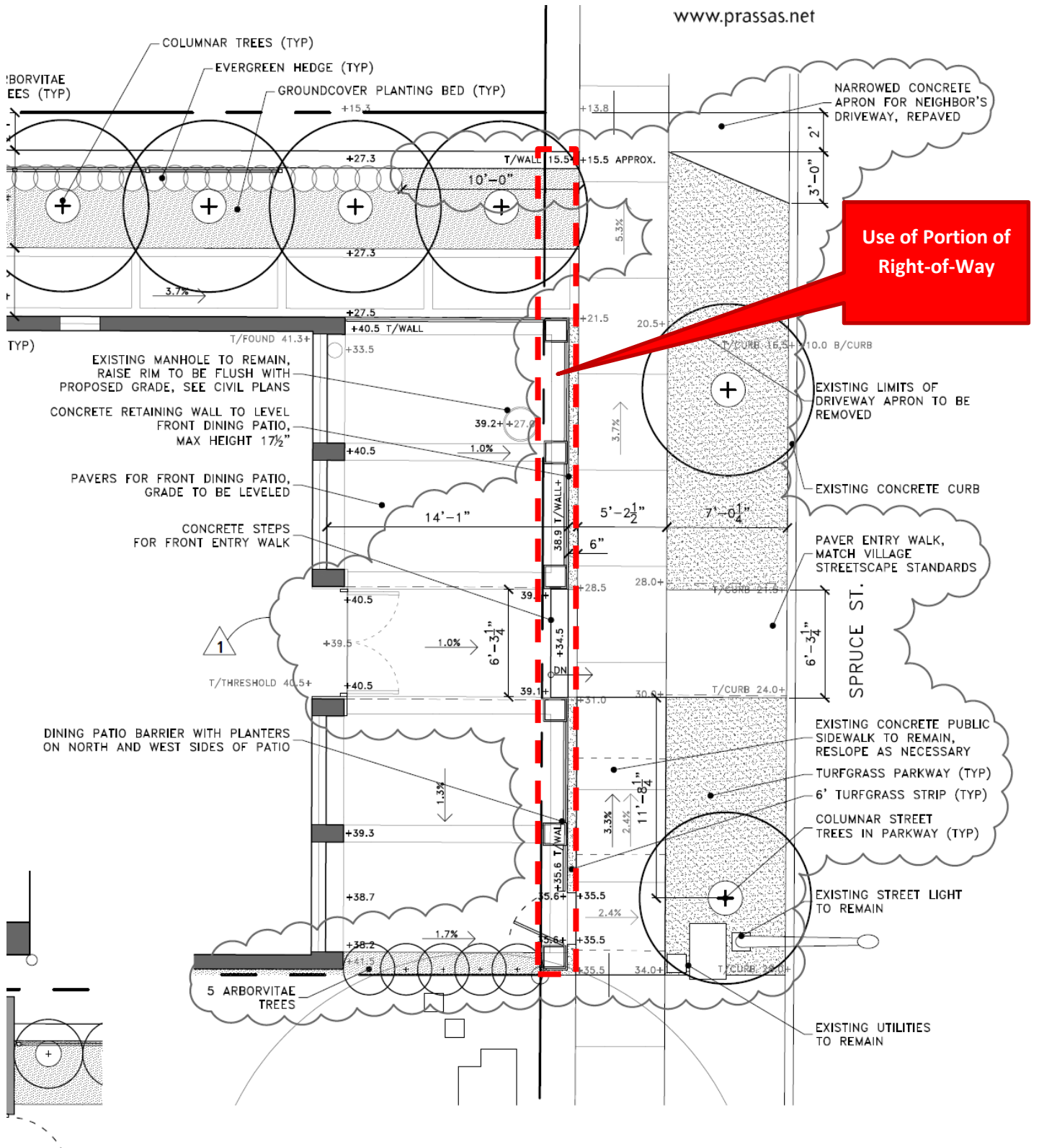
LANDSCAPE PLAN

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EXHIBIT B

DEPICTION OF THE TERRACE

www.prassas.net











MEMORANDUM VILLAGE OF WINNETKA

COMMUNITY DEVELOPMENT DEPARTMENT

TO: DESIGN REVIEW BOARD
FROM: CHRISTOPHER MARX, AICP, ASSOCIATE PLANNER
DATE: JANUARY 21, 2021
SUBJECT: 844 SPRUCE STREET – POMEROY BISTRO – AMENDED CERTIFICATE OF APPROPRIATENESS (CASE NO. 21-01-DR)

INTRODUCTION

On January 21, 2021, the Design Review Board is scheduled to conduct a virtual public meeting, in accordance with social distancing requirements, Governor Pritzker's Executive Orders and Senate Bill 2135, to consider an application submitted by Pomeroy Bistro (the "Applicant") as the owner of the property at 844 Spruce Street (the "Subject Property"). The Applicant is seeking approval of a Certificate of Appropriateness for exterior alterations to the existing building on the Subject Property to accommodate a new restaurant.

Since the distribution of the agenda packet last week, the Applicant has updated their application with revisions and supplementary materials. The design revisions are meant to reflect changes that were necessary to accommodate the overall restaurant plans.

APPLICATION REVISIONS AND UPDATES

The Applicant has provided drawings, elevation renderings, and site plans that reflect the changes to the application that was originally included in the January 15, 2021 DRB Agenda Packet. The changes to the proposed alterations include the following:

1. The revolving door serving as the main entrance has been changed to a pair of wooden push doors. The doors would be a deep wood color with polished brass frames and handles, in a style meant to match the French window pairs along the façade. The upper half of each door would contain a large window.
2. The metal turret cover that would have been located above the revolving door has been replaced by a rectangular metal canopy. The cover would be made of the same patinaed copper material as the orbital turret that would have been above the door.
3. An opening has been created in the divider fence on the far left side of the patio terrace to allow for a handicap accessibility point from the public sidewalk.
4. Signage has been added to each proposed awning valance that would read "POMEROY" in 6-inch white letters. The left awning would have slightly smaller lettering that reads "BISTRO" and "CAFÉ" while the right awning would have slightly smaller lettering that reads "BAR" and "BRASSERIE." The awning overhang that potentially crossed the property line, as presented in the previous application materials, has been removed.
5. A 6-inch gap between the patio terrace and sidewalk was added to comply with village requirements for snow removal and hardscaping proximity to the public right-of-way.

The other proposed changes such as the windows, awning color, planters, landscaping vegetation, patio terrace, and patio furniture would all remain the same as presented in the January 15 DRB Agenda Packet. The Applicant has provided updated elevation renderings, mock-up drawings, site plans, and design specifications for the proposed alterations which are provided as Attachment C. The previously submitted materials are available in Attachment A of the January 15 Agenda Packet.

AWNING CODE ANALYSIS

Section 12.24.030 of the Village Code establishes standards for awnings which project over the public right-of-way. The proposed awnings do not project over the public right-of-way. The proposed signage would be limited to letters no taller than 6 inches on the valence with text that only includes the business name. The proposed awnings are compliant with sections of municipal code pertaining to awnings and commercial signs.

DESIGN GUIDELINES ANALYSIS

The Village's Design Guidelines provide guidance on awnings, facades, windows, doors, and vegetation plantings for commercial buildings.

- The Guidelines recommend an awning be in conformity and proportionality for the building in which it serves, and not be located over any masonry pier. The proposed awning would be proportional to the building and while transcending over the masonry piers, the effect is concealed by the recessed French windows. The Guidelines state an awning should be taut, not relaxed, and in a color that enhances and contributes to the building and surrounding neighborhood. The crimson awnings would maintain a firm and consistent appearance across the building's front façade that is similar to the other businesses in the West Elm Street Business District. The 6-inch lettering would be consistent with the recommend size of awning signage in the Guidelines.
- The Guidelines state that storefront facades should have generous spreads of windows that are made with wood or metal frames and in a color that is sympathetic to the overall building character. The proposed French window bays would have wooden windows with traditional-looking brass frames that are slightly recessed from the building face, as desired by the Guidelines. The windows would be transparent with no film or tint, as required by the Design Guidelines.
- The Guidelines state that the entrance or doorway should be evident and prominent along the public right-of-way. The doorway would be at the center of the front façade and present a prominent entrance with the service entries remaining on the rear and west side of the building.
- The Guidelines state that the façade material should be a traditional-looking modular brick, natural limestone, or cast stone. The brick façade of the existing building would be maintained.
- The Guidelines encourage outdoor seating and planters and give specifications about how they should be set up for outdoor patronage. The Guidelines encourages patio tables to be off the public right-of-way when possible and provide a clear barrier such as railings or fencing to delineate the dining space. The proposed terrace would be distinguished from the sidewalk with planters and fencing.
- The Design Guidelines give broad and general encouragement of businesses using planters and vegetation for aesthetics. The proposed planters for the patio and rooftop would provide exactly that.

The proposed building alterations are designed to preserve the brick aesthetic of the building while creating the appearance of a traditional French Bistro with generous outdoor space and exposure.

Excerpts of the Design Guidelines that are pertinent to the Applicant's proposal are included in the January 15 Agenda Packet as Attachment B.

SUMMARY

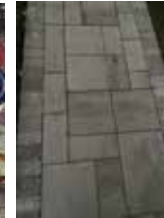
The Applicant requests that the DRB find the proposed exterior building alterations as appropriate and compatible with the Design Guidelines and approve the amended Certificate of Appropriateness. If the DRB finds the proposed improvements appropriate, a Board member may want to make a motion to approve the request with the following conditions:

1. The Applicant receives the necessary approvals from the Village Council for any proposed improvements within the public right-of-way.

Should the DRB approve the proposed improvements, the Applicant would first need to receive a building permit and awning permit from the Community Development Department prior to commencing construction or installation of the awnings. Any additional exterior changes to the proposed building, deviating from any approved Certificate of Appropriateness would be required to be approved by the DRB.

ATTACHMENTS

Attachment A: Addendum of Revised Application Materials







BISTRO

POMEROY

CAFE

BAR

POMEROY

BRASSERIE









TOTAL DECREASE IN IMPERMEABLE	-1.4%
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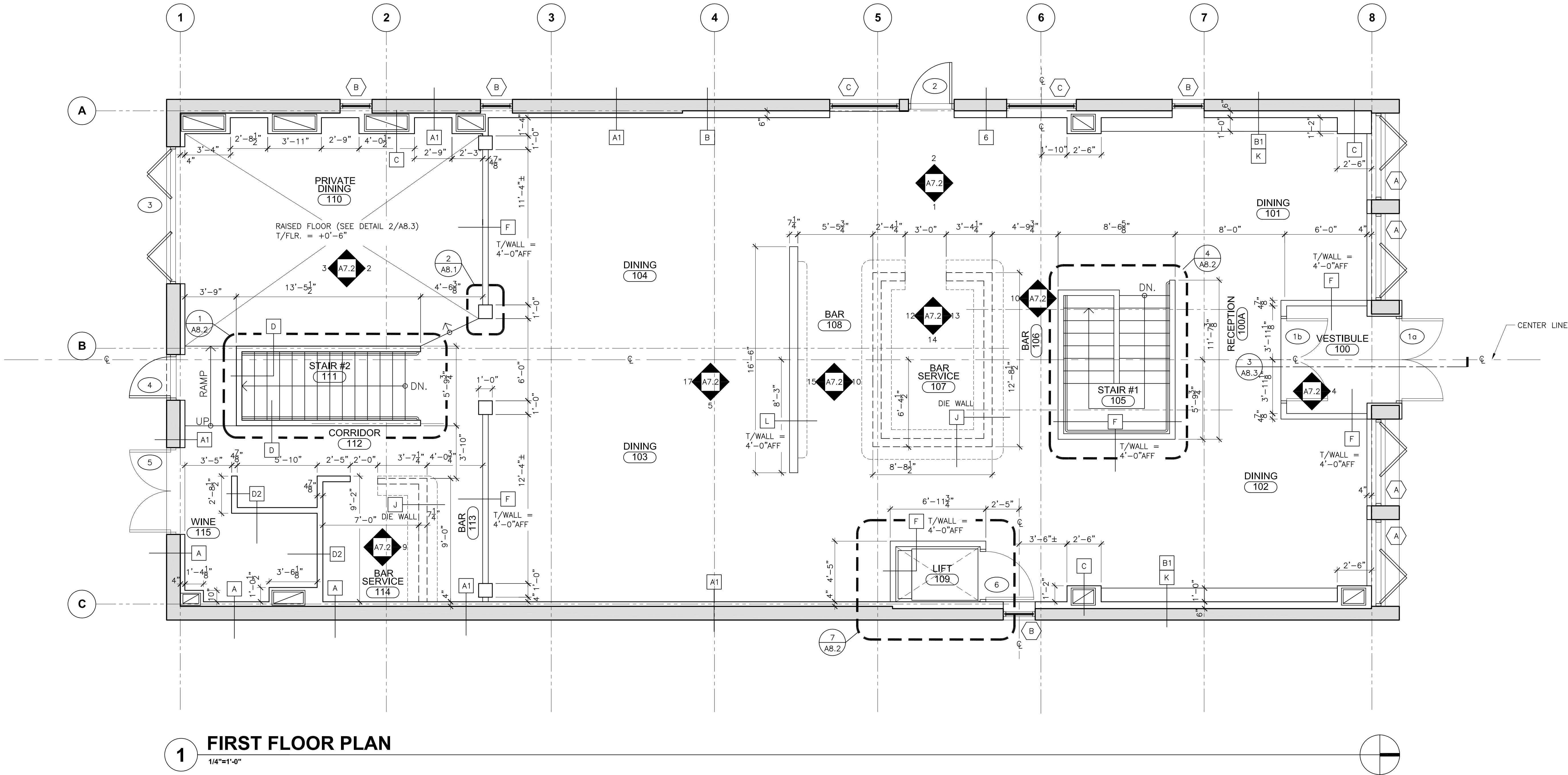
STEPHEN D. PRASSAS
REGISTERED LANDSCAPE ARCHITECT
STATE OF ILLINOIS
EXPIRES 8/31/2021

DATE
12.09.2020
01.20.2021

LANDSCAPE PLAN

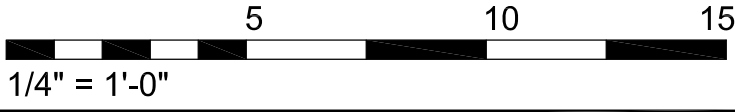
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C:\Users\swiss\Desktop\IWFH PROJECTS\2027-BALLYHOO 844 SPRUCE\GRAF\2027-A2.1 A2.2 floor Plans A2.3 Roof Plan A4.1 A4.2 Finishes.dwg, A2.2 FIRST FLOOR PLAN, 1/18/2021 12:04:54 PM, weiss, Adobe PDF, ARCH D, 1:1



FLOOR PLAN SHEET NOTES

- * DIMENSIONS MARKED THUS - EXISTING CONSTRUCTION
- GENERAL CONTRACTOR TO VERIFY IN FIELD PRIOR TO ANY FABRICATION OR CONSTRUCTION.
 - ALL DIMENSIONS ARE TO FACE OF GYPSUM WALLBOARD UNLESS OTHERWISE NOTED.
 - ALL DRAWINGS AND SPECIFICATIONS IN THIS SET ARE COMPLEMENTARY; WHAT IS REQUIRED OR INFERRED BY ONE IS REQUIRED BY ALL. REFER TO ARCHITECTURAL (A), MECHANICAL / ELECTRICAL / PLUMBING (M, E, P) AND FOOD SERVICE (FS) DRAWINGS AND COMPARE EACH. NOTIFY THE ARCHITECT FOR RESOLUTION OF ANY AND ALL DISCREPANCIES IN INFORMATION INDICATED PRIOR TO ANY FABRICATION OR CONSTRUCTION.
 - REFER TO FOOD SERVICE DRAWINGS FOR REQUIREMENTS AND COORDINATION OF MATERIALS.
- ELEVATIONS, DIMENSIONS, ROUGH-INS, BLOCKING, BACKING, DETAILS, ETC.
- GENERAL CONTRACTOR IS RESPONSIBLE FOR BLOCKING AND BACKING REQUIRED AT MILLWORK, SHELVING, TOILET ACCESSORIES, ETC.
 - ALL WOOD BLOCKING AND PLYWOOD IS TO BE FIRE RETARDANT TREATED.
 - AT COMPLETION OF CONSTRUCTION, CLEAN, REPAIR AND RECONDITION ALL EXISTING STOREFRONT AS NECESSARY FOR PROPER OPERATION AND WEATHER SEALING OF DOORS AND WINDOWS. WASH ALL GLASS ON BOTH INTERIOR AND EXTERIOR SURFACES.



WEISS

Architecture • Planning • Design

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Chicago, Illinois 60654
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312 • 986 • 1161 (fax)
email@weissarch.com

POMEROY RESTAURANT

844 SPRUCE STREET
WINNETKA, IL. 60093

1-18-2021	VESTIBULE & FOLDING WALLS
12-9-2020	ISSUED FOR BID & PERMIT

FIRST FLOOR PLAN

Scale
1/4"=1'-0"

Drawn by
SW_RA

Project
2027

Sheet

A2.2

© 2020 Weiss Architects, LLC

[illegible]

FIRST FLR.
FF&E PLAN

Scale 1/4"=1'-0"	Sheet
Drawn by SW_RA	A5.2
Project 2027	
© 2020 Weiss Architects, LLC	

Architecture • Planning • Design

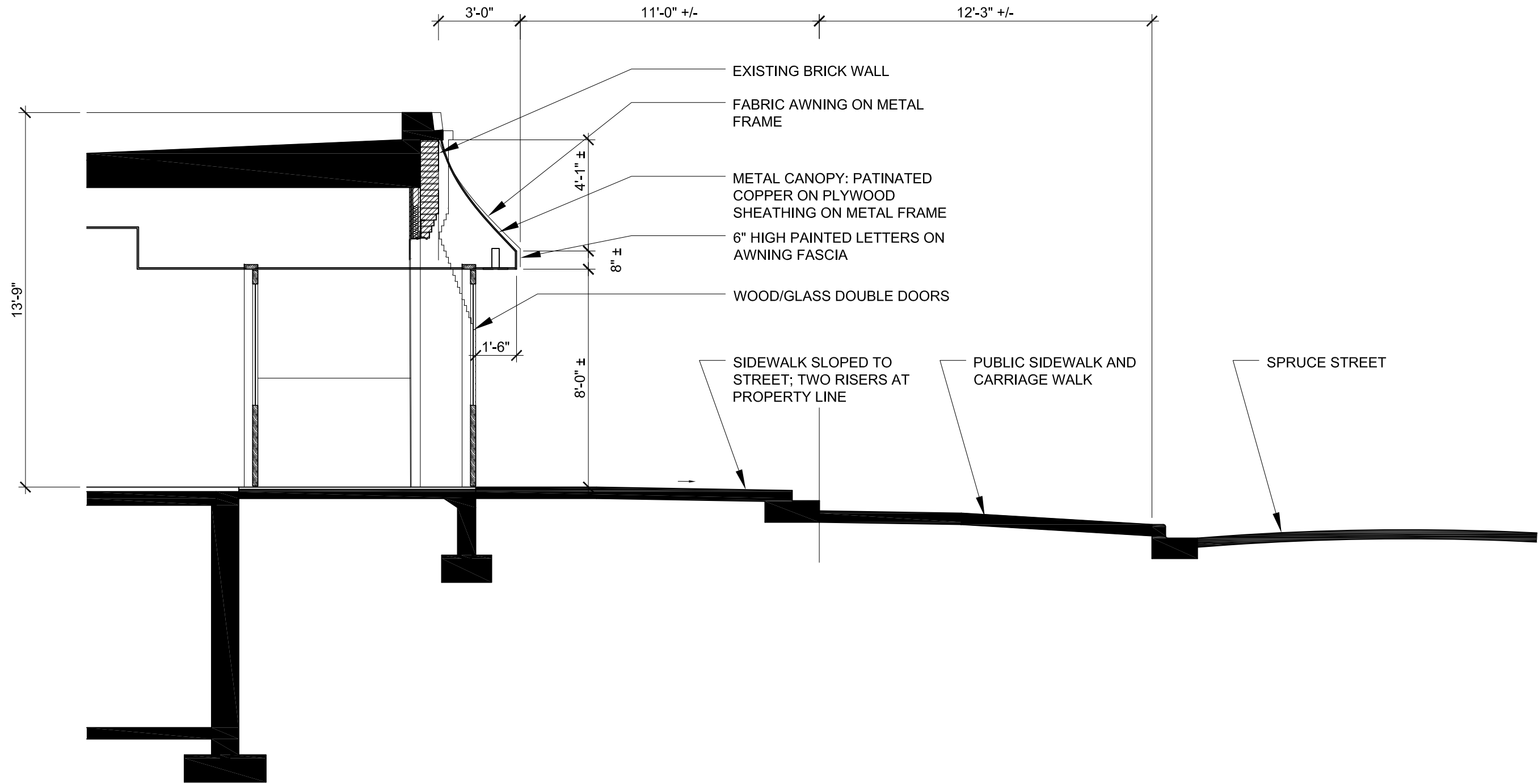
222 West Ontario Street, Suite 330
Chicago Illinois 60654
312 • 986 • 1160
312 • 986 • 1161 (fax)
email@weissarch.com

POMEROY

844 SPRUCE STREET
WINNETKA, IL. 60093

FLOOR AREA:	
GROUND FLOOR	3,382 SF
BASEMENT	3,344 SF
TOTAL	6,726 SF

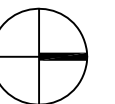
SEATING:	
DINING	126
BAR	20
TOTAL SEATS	146



POMEROY RESTAURANT
844 SPRUCE STREET
 WINNETKA, ILLINOIS

WEISS

Architecture • Planning • Design



January 20, 2021
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