

Winnetka Village Council
REGULAR VIRTUAL MEETING

Cisco WebEx
August 18, 2020
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, August 18, 2020 will be held virtually. The meeting will be livestreamed via the Cisco WebEx 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 408 418-9388), when prompted enter the Meeting ID – 1264454436 (Please note there is no additional password or attendee ID required)
- 2) Livestream (both audio and video feed) Download the Cisco WebEx meetings app to your smartphone, tablet or computer and then join Meeting ID:1264454436. Event Password: VC08182020

Public comments should be emailed to contactcouncil@winnetka.org. Public comments received by 6:45 p.m. on Tuesday, August 18, 2020 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

August 18, 2020

7:00 p.m.

AGENDA

- 1) Call to Order
- 2) Pledge of Allegiance
- 3) Quorum
 - a) September 1, 2020 Regular Meeting
 - b) September 8, 2020 Study Session
 - c) September 15, 2020 Regular Meeting
- 4) Public Comment
- 5) Reports
- 6) Approval of Agenda
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- 8) Consent Agenda
 - a) Approval of Village Council Minutes
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 - c) Ordinance No. MC-3-2020: Amending Sign Regulations to Allow Display Case Signs (Adoption).....10
 - d) Resolution No. R-52-2020: Approving a Contract with Bee Linear Lean Services, Inc for the repair of the Electric Plant Coping Blocks (Adoption).....19
 - e) Resolution No. R-56-2020: Bulk Rock Salt Purchase (Adoption)35
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 - a) Ordinance No. M-13-2020: Winnetka Local Business Sales Tax Rebate Economic Relief Program (Introduction/Adoption)41
 - b) Resolution No. R-54-2020: Approving the Termination and Release of a Restrictive Covenant – 1171 Ash Street (Adoption).....56
- 10) Old Business:
 - a) Resolution No. R-47-2020: Amendment to Development Agreement and Restrictive Covenants - 630 Pine Lane (Adoption)77
- 11) New Business:
 - a) Comprehensive Annual Financial Report (CAFR).....102

12) Appointments: None.

13) Closed Session

14) Adjournment

NOTICE

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

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



Hadley Day **PROCLAMATION**

WHEREAS, Winnetka resident William Hadley became blind in 1915 at the age of fifty-five, and he taught himself braille due to a lack of educational opportunities for visually impaired adults; and

WHEREAS, William Hadley, an educator by profession, recognized the need to provide learning opportunities to others, like himself, who became blind later in life and in 1920 he began to teach “braille by mail” to a Kansas woman who had lost her vision and wanted to be able to read again; and

WHEREAS, the success of this endeavor led William Hadley to develop additional braille courses, which he wrote and taught to students across the country and around the world from his Winnetka home at 913 Oak Street; and

WHEREAS, Mr. Hadley’s neighbor and renowned ophthalmologist, Dr. E.V.L. Brown, joined Mr. Hadley to establish The Hadley Correspondence School, which was officially incorporated on January 3, 1922 with Dr. Brown serving as the Chairman of the Board of Trustees; and

WHEREAS, Winnetka has been Hadley’s home for the past century, and the organization has grown and flourished within the village boundaries – from its founding in the Hadley family home, to its first office at 584 Lincoln Avenue, to expanded offices in the Winnetka Community House and, ultimately, to Hadley’s recently renovated headquarters at 700 Elm Street; and

WHEREAS, Hadley recognizes the generous and humanitarian people of Winnetka who have played a pivotal role in the launch, growth and success of Hadley through their donations of time, talents and financial resources; and

WHEREAS, today Hadley is the largest educator of braille and provider of distance education for people who are blind or visually impaired worldwide, and over the past century, Hadley has educated hundreds of thousands of people with vision loss from its Winnetka headquarters; and

WHEREAS, 2020 marks the 100th year that Hadley has been serving people who are blind and visually impaired, and throughout this time all learning has been provided free of charge to those with visual impairment and their families to ensure that cost is not a barrier; and

NOW THEREFORE, the Council of the Village of Winnetka do hereby proclaim August 18, 2020 as “Hadley Day” in honor of its 100th Anniversary and extends its sincere congratulations to Hadley staff, trustees, volunteers, supporters and students, past and present, for their accomplishments, commitment and dedication to providing personalized learning experiences to empower individuals with vision loss to thrive at home, at work and in their communities.

Chris Rintz, President
Village of Winnetka

Dated: _____

**MINUTES
WINNETKA VILLAGE COUNCIL
REGULAR MEETING
July 21, 2020**

(Approved: xx)

A record of a legally convened regular meeting of the Council of the Village of Winnetka, which was held virtually on the WebEx videoconference platform on Tuesday, July 21, at 7:00 PM.

- 1) Call to Order. President Rintz called the meeting to order at 7:00 PM. Present: Trustees Jack Coladarci, Andrew Cripe, Robert Dearborn, and John Swierk. Absent: Trustees Penfield Lanphier John Swierk, and Robert Apatoff. Also present: Assistant Village Manager Kristin Kazenas, Village Attorney Peter Friedman, Community Development Director David Schoon, Assistant Community Development Director Brian Norkus, and approximately 24 persons in the audience.
- 2) Pledge of Allegiance. Trustee Coladarci led the group in the Pledge of Allegiance.
- 3) Quorum.
 - a) August 4, 2020 Regular Meeting. All of the Council members present said they expect to attend.
 - b) August 11, 2020 Study Session. President Rintz announced this meeting would likely be cancelled.
 - c) August 18, 2020 Regular Meeting. All of the Council members present said they expect to attend.
- 4) Public Comment. None. [Trustees Lanphier and Apatoff joined the meeting at 7:05 PM.]
- 5) Reports:
 - a) Trustees. None.
 - b) Attorney. None.
 - c) Manager. None.
 - d) Village President. President Rintz reported on recent meetings sponsored by the Great Lakes Alliance to discuss erosion, water quality, and assistance for communities. He also gave an update on the One Winnetka property maintenance case, expressing disappointment that the judge showed a preference for the desires of the investment group over the needs of the community.
- 6) Approval of the Agenda. Trustee Apatoff, seconded by Trustee Coladarci, moved to approve the Agenda. By roll call vote, the motion carried. Ayes: Trustees Apatoff, Coladarci, Cripe, Dearborn, Lanphier, and Swierk. Nays: None. Absent: None. [Trustee Swierk joined the meeting at 7:10 PM.]

7) Consent Agenda

- a) Village Council Minutes.
 - i) June 16, 2020, Regular Meeting.
 - ii) July 7, 2020 Regular Meeting.
- b) Approval of Warrant List dated July 3–16, 2020 in the amount of \$789,823.25.
- c) Resolution No. R-46-2020: Approving Change Order No. 10 to the Contract With B-Max Inc. for Electric Distribution System Work (Adoption).

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

8) Ordinances and Resolutions.

- a) Ordinance No. MC-3-2020: Amending Sign Regulations to Allow Display Case Signs (Introduction & Adoption). Mr. Schoon explained that proposed amendments to the Village's Sign Code were made based on staff research and discussions with the Design Review Board; and he reviewed the proposed revisions.

President Rintz called for public comment.

Terry Dason, Director of the Chamber of Commerce. Ms. Dason commented that the display signs will be a great help for businesses.

Trustee Apatoff took issue with approving the signs for all businesses, expressing a concern about sign proliferation. Trustee Swierk felt that only food-service type businesses should be permitted to install the display signs; he also recommended the building owners approve the signs.

Theresa Lukas, owner of Good Grapes. Ms. Lukas said she requested the signage and that it was never envisioned for restaurants only, as she is a retail business. She said the Design Review Board had a thorough process and approved the request, and noted that businesses need all the help they can get to survive in the pandemic climate.

Trustee Cripe agreed that businesses need help from the Village and he did not think the display cases would be as intrusive as banners. He said a challenge during the pandemic is that situations develop so quickly that small business owners can't keep websites current, and a sign is a good way to communicate with pedestrians. He noted that sign clutter is a separate question; and consumers benefit from the information contained in signs. He also questioned the necessity of placing a limit on changing the sign messages.

Trustee Lanphier suggested a temporary allowance for extra signs during the pandemic; and to consider the permanent display case signs separately.

The Council had a lengthy discussion about lighting for the signs; maintenance on the display cases; temporary signs; a permit approval process for the cases; and other types of signs to help businesses in during the pandemic.

The Council agreed to table the Ordinance for the time being for further refinement by staff.

Ms. Lukas commented that the DRB clarified the LED lighting issue, and she added that sandwich boards are seasonal and tend to blow over in bad weather. She said the key for display signs is that they're at eye level and are professional looking.

- b) Resolution No. R-47-2020: Amendment to Development Agreement and Restrictive Covenants - 630 Pine Lane (Adoption). Mr. Norkus reviewed this request to amend restrictive covenants placed on the Subject Property when the land was subdivided in 2006. At that time, three lots were created from a single large lot improved with a single-family home. Mr. Norkus reviewed the subdivision process in 2006, explaining that the conditions were placed on the subdivision to improve the configuration of each lot and to save a number of mature trees.

Mr. Norkus said in 2013 the owners of the Subject Property petitioned to have the home demolished, as it had fallen into disrepair, and restoration of the home would be cost prohibitive. The request was approved by the Council; however, it established a series of zoning covenants on the Subject Property, including setbacks, building size, impermeable surface, building height, and roofed lot coverage. The current request would reduce the conditional front and rear yard setbacks; and increase the roofed lot coverage, impermeable surface, and building height restrictions. Mr. Norkus explained that restrictive covenants placed on the side yard setbacks and gross floor area would remain in place.

Asked why so many zoning restrictions were placed on the subdivision, Mr. Norkus explained that the original home's footprint and building size were used for calculating the zoning requirements for the subdivision. Since the lot is much larger than the requirement for the R2 zoning district, the Council at that time was trying to prevent a very bulky home from being built that would loom over neighboring residences.

The applicant, Suzanne Murphy, and her attorney, Todd Stephens, addressed the Council. Mr. Stephens explained that the applicants had been silent investors with CBI, a development corporation which went bankrupt and left the country in 2013. CBI left the home to deteriorate; in 2013 the Village granted the demolition relief but placed the zoning restrictions. A new contract owner desires to build a new home on the Subject Property and would like to move the building footprint to be further away from compensatory storage and to preserve several large trees. The contract buyers are proposing to build a much smaller home than could legally be constructed on the lot.

Adam and Samantha Weinberg, contract purchasers. Mrs. Weinberg said saving a couple of large oak trees is the main driver of their request, and that they prefer a square shape to the new home.

After a discussion with the contract owners and Attorney Stephens, the Council requested a building plan for the proposed new home to further its deliberations. It was agreed that the request would be tabled until the August 4 Council meeting.

Trustee Lanphier, seconded by Trustee Swierk moved to table the Subject Request until the August 4, 2020 Council meeting. By roll call vote, the motion carried. Ayes: Trustees Apatoff, Coladarci, Cripe, Dearborn, Lanphier, and Swierk. Nays: None. Absent: None.

- 9) Old Business. None.

10) New Business.

- a) 547 Lincoln Avenue: Delos Therapy Special Use Permit (Policy Direction). Mr. Schoon reviewed this request for a special use permit to allow a medical pain management office in the Retail Overlay District in a space formerly occupied by a hair salon. He described the business and its hours of operation; and noted that a parking study determined that the proposed new use would not cause significant change in existing parking demand in the overall business district. The Plan Commission recommended denial of the request by a vote of 5-3, due to concerns over parking impact to retailers in the immediate area; and the proposed location in the heart of the Overlay District. The Plan Commissioners in favor of the request did not feel the parking would impact the area as significantly as a restaurant, which is a permitted use; and thought the street frontage was minimal for a non-retail use.

The attorney for the applicant, Lenny Asaro, introduced the founders of Delos Therapy, Mimi Bosika and Eric Owens; as well as the project team: Peter Lemmon, traffic consultant; George Kisiel, zoning consultant; and Mary Linberger, appraiser. After Mr. Asaro reviewed the process before the Plan Commission, Mr. Kisiel responded to concerns about meeting the standards for approval of a special use permit. Ms. Bozika noted that: (i) her business would enhance the commercial district as it is not a medical office; (ii) the appearance of the space would be enticing to passersby; (iii) there is a retail component to the business; and (iv) her operation would partner with neighboring businesses to draw visitors into the business district.

After the Council briefly discussed the request, President Rintz called for public comment.

Chamber Director Dason said the applicants will be an excellent asset to the Village and urged approval.

William Hernandez, Delos employee. Mr. Hernandez said the applicants support and empower neighboring owners to grow their operations; and they train their therapists to support neighborhood businesses by making local shopping recommendations to their clients.

Sheri Weber, Wilmette. Ms. Weber said she was a client of Delos, and she noted that their client base is affluent and would very likely patronize neighboring businesses.

After another brief discussion, general consensus was reached to approve the Special Use Permit.

Trustee Swierk, seconded by Trustee Cripe, moved to direct the Village Attorney to prepare an approval ordinance for the Special Use Permit request. By roll call vote, the motion carried. Ayes: Trustees Apatoff, Coladarci, Cripe, Dearborn, and Swierk. Nays: Trustee Lanphier. Absent: None.

- b) Resolution No. R-48-2020: Allowing Outdoor Dining and Service of Liquor During COVID-19 Emergency. Attorney Friedman explained that the Subject Resolution expanding the Village's liquor regulations is required since the Village's Emergency Declaration, which gave the Village President sole purview of special pandemic response measures, has expired.

Chamber Director Terry Dason spoke in support of the Resolution.

There being no questions or comments from the Council, Trustee Dearborn, seconded by Trustee Cripe, moved to approve Resolution No. R-48-2020. By roll call vote, the motion carried. Ayes: Trustees Apatoff, Coladarci, Cripe, Dearborn, Lanphier, and Swierk. Nays: None. Absent: None.

President Rintz commented that the Village is going to extraordinary lengths to support the business community, and the businesses need to reciprocate in kind by wearing masks in accordance with CDC recommendations for the protection of the public.

11) Appointments: None.

Trustee Lanphier, seconded by Trustee Cripe, moved to appoint Max Wigand to the Zoning Board of Appeals to complete the term of Wally Greenough, who passed away in June. By roll call vote, the motion carried. Ayes: Trustees Apatoff, Coladarci, Cripe, Dearborn, Lanphier, and Swierk. Nays: None. Absent: None.

12) Closed Session. None.

13) Adjournment. Trustee Dearborn, seconded by Trustee Cripe, 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 10:04 PM.

Recording Secretary



Agenda Item Executive Summary

Title: Approval of Warrant List Dated July 31 - August 13, 2020

Presenter: Robert M. Bahan, Village Manager

Agenda Date: 08/18/2020

Consent: ☒ YES ☐ NO

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

Item History:

None.

Executive Summary:

The Warrant List dated July 31 - August 13, 2020 was emailed to each Village Council member.

Recommendation:

Consider approving the Warrant List dated July 31 - August 13, 2020.

Attachments:

None.



Agenda Item Executive Summary

Title: Ordinance No. MC-3-2020: Amending Sign Regulations to Allow Display Case Signs (Adoption)

Presenter: David Schoon, Community Development Director

Agenda Date: 08/18/2020

Consent: ☒ YES ☐ NO

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

Item History:

2/4/20 - Good Grapes's owner requested Council to consider allowing exterior commercial display case signs
7/21/20 - The Village Council considered Ordinance MC-3-2020 and directed revisions to ordinance.
https://www.villageofwinnetka.org/AgendaCenter/ViewFile/Agenda/_07212020-168
8/4/20 - Village Council adopted introduction of Ordinance MC-3-2020 with amendments
https://www.villageofwinnetka.org/AgendaCenter/ViewFile/Agenda/_08042020-172

Executive Summary:

On August 18, the Village Council is scheduled to considered adoption of amended Ordinance No. MC-3-2020, Amending Chapter 15.60 of the Winnetka Village Code Concerning Display Case Signs (Attachment 1). This is a Village-initiated application after the owner of Good Grapes requested at the February 4, Council meeting that the Council consider allowing businesses to install display case signs on exterior building walls so that a business may post changeable messages.

At the August 4 Council meeting, the Village Council reviewed Ordinance No. MC-3-2020, revised at Council direction from the July 21 Council meeting. During its discussion, the Council amended the ordinance: (a) to allow only "Food Product Uses" and "Food and Beverage Service Uses" to have display case signs; and (b) to limit display case size to no larger than three square feet. Ordinance No. MC-3-2020 has been amended to reflect these changes.

Recommendation:

Consider adoption of Ordinance No. MC-3-2020.

The Ordinance would allow certain business to install exterior wall-mounted display case signs.

Attachments:

Ordinance No. MC-3-2020

**AN ORDINANCE AMENDING CHAPTER 15.60 OF THE WINNETKA
VILLAGE CODE CONCERNING DISPLAY CASE SIGNS**

WHEREAS, the Village of Winnetka is a home rule municipality in accordance with Article VII, Section 6 of the Constitution of the State of Illinois of 1970 and has the authority to exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, Chapter 15.60 of the Winnetka Village Code, as amended ("***Village Code***"), regulates the erection, enlargement, expansion, alteration, operation, maintenance, relocation, and removal of all signs within the Village that are visible from any street, sidewalk, or public or private common space; and

WHEREAS, Section 15.60.060 of the Village Code prohibits changeable copy signs with only a few exceptions, none of which include display case signs that are permanently attached to the exterior of a building ("***Display Case Signs***"); and

WHEREAS, on June 18, 2020 the Design Review Board of the Village considered an amendment to Village Code to allow Display Case Signs ("***Proposed Amendments***") and voted to recommend that the Village Council adopt the Proposed Amendments; and

WHEREAS, the Village Council has determined that adoption of the Proposed Amendments as set forth in this Ordinance is in the best interests of the Village;

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

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

SECTION 2: AMENDMENT TO SECTION 15.60.050 OF THE VILLAGE CODE. Section 15.60.050, titled "Definitions," of Chapter 15.60, titled "Signs," of the Village Code shall be amended to read as follows:

"Section 15.60.050 Definitions.

A. Terms Defined in Other Ordinances and Codes. Terms used in this chapter, but not otherwise defined, shall have meanings ascribed to them in the Zoning Ordinance, Building Code or this code.

B. Definitions. For the purposes of this chapter, certain words and phrases are defined as follows:

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

“Display case sign” means a changeable sign attached to the exterior wall of a building, the message of which is communicated by the posting of one or more sheets of paper and not by individual characters, letters, or illustrations.

* * *

SECTION 3: AMENDMENT TO SECTION 15.60.60 OF THE VILLAGE CODE.

Subsection D of Section 15.60.060, titled “Prohibited signs,” of Chapter 15.60, titled “Signs,” of the Village Code shall be amended to read as follows:

“Section 15.60.06 Prohibited signs.

* * *

D. Changeable copy signs, other than gasoline price signs erected at automobile service stations, incidental signs, portable menu board signs displayed in accordance with Section 15.60.080 J, **display case signs in accordance with Section 15.60.120(B)(7)**, and that portion of bulletin board signs erected in accordance with Section 15.60.110(A)(5) of this chapter;

* * *

SECTION 4: AMENDMENT TO SECTION 15.60.120 OF THE VILLAGE CODE.

Subsection B, titled “Regulations,” of Section 15.60.120, titled “Commercial signs,” of Chapter 15.60, titled “Signs,” of the Village Code shall be amended to read as follows:

“Section 15.60.120 Commercial signs.

A. Defined. All signs not included or regulated in Sections 15.60.080, 15.60.090, 15.60.100 and 15.60.110 and not exempt pursuant to Section 15.60.070 shall be deemed to be commercial signs for the purposes of this chapter, regardless of the zoning district in which the signs are located.

B. Regulations. Commercial signs of any type not prohibited by Section 15.60.060 may be displayed, subject to obtaining a permit pursuant to this chapter; provided, they comply with the following regulations and the general standards set forth in Section 15.60.130:

1. Wall Signs and Window Signs.

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

* * *

- e. For each street exposure the total area of all window signs, wall signs and awning signs other than exempt signs, **and** permitted directional signs, display case signs, and incidental signs of this section, shall not exceed fifteen (15) percent of the total area of street exposure.

* * *

7. Display case signs on those types of commercial establishments listed as allowed uses in (i) Section 17.46.010(E) Food Products Uses and (ii) Section 17.46.010(F) Food and Beverage Service Uses, of the Winnetka Zoning Ordinance, subject to the following limitations:

- a. Only one display case sign is allowed per commercial establishment;
- b. The changeable copy in the display case shall be used to advertise or provide information about products and services offered by the commercial establishment;
- c. Display case signs must be fully enclosed with a transparent front face;
- d. The signs shall (a) project no more than four inches beyond the face of the wall to which it is mounted, (b) be no larger than three square feet measured from outer edge of the case to outer edge of the case, and (c) shall be mounted or hung no more than six feet above grade;
- e. Display case signs are prohibited from using any type of backlit illuminations, and may use external illumination subject to the permitting requirements of Section 15.08.070 of this Code;
- f. Display case signs may not cover or interfere with exterior architectural details or windows of the building to which it is attached; and
- g. Display case signs must either match the primary exterior storefront frame color or be compatible with the

**overall materials and colors of the building façade design
as determined by the Director.”**

SECTION 6: AMENDMENT TO SECTION 15.60.130 OF THE VILLAGE CODE.

Section 15.60.130, titled “General standards,” of Chapter 15.60, titled “Signs,” of the Village Code shall be amended to read as follows:

“Section 15.60.130 General Standards.

All signs permitted by this chapter, whether with or without a permit, shall comply with the following standards:

* * *

B. Illumination.

1. Location and Design of Light Source. The source of light for any externally illuminated sign shall be located, shielded and directed so as not to be directly visible from any dwelling or public street. No receptacle, device, fixture or housing for a light fixture shall project more than three inches into the right-of-way of any public street, sidewalk, parkway, alley or public place (except that such an electrical device more than eight feet above the adjoining sidewalk may project a maximum of twenty (20) inches into a public right-of-way).
2. Location of Externally Illuminated Signs on Building. No externally illuminated signs, whether displayed on a building or as a window sign, shall be displayed above the second floor window sill level of the building.
3. Externally Illuminated Signs Adjacent to Residential Zoning Districts. No externally illuminated sign shall be located within, or within one hundred (100) feet of the boundary of, any residential zoning district, if an illuminated face of such sign is parallel with or at an angle of less than forty-five (45) degrees from the residential zoning district boundary or otherwise has an adverse visual impact on adjacent residential properties; provided that, this restriction shall not apply if the property is in a multifamily zoning district and is not used for residential purposes.
4. **Display Case Sign Light Source. The source of light for any externally illuminated display case sign shall be located,**

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

shielded and directed so as to direct the light to the contents of the display case sign only, and shall not be directly visible from any dwelling or public street.

* * *

- G. Sign Maintenance. In addition to complying with all other applicable provisions of this code, all signs and awnings shall be kept and maintained in a safe, neat and orderly condition and appearance, **including, without limitation, keeping all changeable copy in a display case sign unfaded, legible, and in a condition that is not worn, torn or shredded.** The owner of a sign shall be responsible for providing such maintenance for freestanding signs. Maintenance shall also require that the ground area, for a distance of not less than ten (10) feet in all directions, be kept free and clean of weeds, trash and other debris. In the event that a sign is not maintained in a safe, neat and orderly condition by the owner, the sign shall be subject to removal.

* * *

SECTION 7: AMENDMENT TO SECTION 15.60.140 OF THE VILLAGE CODE.

Section 15.60.140, titled "Sign permit procedures," of Chapter 15.60, titled "Signs," of the Village Code shall be amended to read as follows:

"Section 15.60.140 Sign permit procedures.

- A. Applicability. Any nonexempt sign for which a permit is required shall comply with the procedures established by this section.
- B. Permit Application Requirements. No sign permit application shall be accepted unless it is complete. Application for a sign permit shall be submitted to the Director on forms provided by the Director and shall be accompanied by all applicable fees, deposits and bonds in the amounts set from time to time by resolution of the Village Council. An application for a sign permit shall at a minimum contain or have attached to such application the following information and material, in sufficient detail to illustrate clearly the design for which approval is being sought and its relationship to the structure it serves:
1. Name, address and telephone number of the owner of the property;
 2. Name, address and telephone number of the applicant (owner of the sign);

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

3. Name, address and telephone number of the sign contractor, and where applicable, the name, address and telephone number of the electrical contractor;
 4. Address or location of building, structure or lot to which, or upon which, the sign is to be attached or erected;
 5. Application for certificate of appropriateness and, where applicable, application for building permit;
 6. Illustrated calculations of the aggregate size of all signs existing on the premises at the time of making such application;
 7. Such other information as the Director or the Board shall require to show full compliance with this chapter;
 8. Ten (10) copies of the following materials or information:
 - a. Drawings showing the position of a proposed sign in relation to adjacent signs, buildings and structures,
 - b. Information, drawings, samples, or other materials regarding the design and size, structural details, materials and colors, and placement on the premises of a proposed sign or sign structure,
 - c. Current color photographs showing existing signs on the premises and adjacent property, and the date that the photographs were taken.
- C. Review of Sign Permit Applications; Requests for Additional Information. Permit applications shall be examined by the Director to determine if the application materials meet the requirements of this code. The Director may request such additional information or clarification as is necessary to complete review of the sign permit application. If it appears that a proposed sign is in compliance with the minimum requirements of this chapter, and with other laws and ordinances of the Village, the Director shall promptly refer the application materials to the Board for consideration of the granting or denial of a certificate of appropriateness.
- D. Issuance of Permit. Except as provided in Section 15.60.150(D) of this chapter, no sign permit shall be issued by the Director prior to the granting of a certificate of appropriateness by the Board, or on appeal by the Village Council as provided for in Section 15.60.150(E) of this chapter.

E. Display Case Signs. Notwithstanding anything to the contrary in this Section, applicants for a permit to install a display case sign shall not be required to submit an application for, or obtain, a certificate of appropriateness to obtain a sign permit.

SECTION 8: 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 9: EFFECTIVE DATE. This Ordinance will be in full force and effect upon its passage and approval in the manner provided by law.

[SIGNATURE PAGE FOLLOWS]

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

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this ____ day of _____, 2020.

Signed:

Village President

Countersigned:

Village Clerk

Published by authority of the
President and Board of Trustees
of the Village of Winnetka,
Illinois, this ____ day of _____,
2020.

Introduced: August 4, 2020

Passed and Approved: _____, 2020

{00115879.4}
August 18, 2020

MC-3-2020

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



Agenda Item Executive Summary

Title: Resolution No. R-52-2020: Approving a Contract with Bee Liner Lean Services, Inc for the repair of the Electric Plant Coping Blocks (Adoption) +

Presenter: Giovanni McLean - Assistant Director of Water & Electric

Agenda Date: 08/18/20

Consent: ☒ YES ☐ NO

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

Item History:

During inclement weather, water leaks into multiple offices at the Electric Plant. This building addition was constructed in 1959, and the roof area over Electric Plant office was replaced in 2018. To prevent any future water infiltration into the office and further deterioration to the building, the 2020 W&E budget contains funding for the repair of this section of coping blocks.

Executive Summary:

On July 9, the Village issued Request For Bid #020-012 for coping block repairs at the Electric Plant. The bid was posted to the on-line bidding service Demand Star.

The bid scope includes the removal of the existing coping blocks, installation of; drip edge, rubberized membrane and the reinstallation of the coping blocks. The bidders were asked to bid on the repair of the coping blocks that encompassed 170 linear feet over the office areas.

The coping block is not fully exposed; as a result staff and contractors were unable to determine a full scope of tuck-pointing required for the project. Staff added an allowance of \$5,000 to each bid to cover any foreseeable tuck-point work. The allowance was determined by using a unit cost estimate from previous brick repair bid evaluation and an estimated work area.

Bids were opened on July 30, 2020, five (5) companies submitted bids for the replacement work.

The results are summarized as follows;

Bee Liner Lean Services, Inc	\$28,750
ATP Enterprise Group	\$31,000
Struxc MC	\$59,950
Combined Roofing Services	\$69,500
Midwest Pressure Washing	\$76,000

Executive Summary (continued):

All bidders were required to provide a contract bond and the successful bidder will be required to provide a performance bond. The contractor, Bee Liner Lean Services, Inc, submitted the lowest total bid in the amount of \$28,750.

The Village has not previously used Bee Liner Lean Services, Inc. Staff conducted a review of the references provided, and based on positive reviews and similar project experience, staff recommends awarding the work to Bee Liner Lean Services, Inc.

The 2020 Electric Fund budget contains \$20,000 (account #500.41.27-570) for the repairs of the coping blocks at the Electric Plant; the project cost exceeds the budgeted amount for the project. The window repair project was budgeted in the same account in the amount of \$20,000. Staff has decided to reduce the scope of the window repairs project by \$8,750 to offset the over budget cost for the coping block repairs. The purchase order would be created in the amount not to exceed \$28,750.

Resolution No. R-52-2020 authorizes the contract with Bee Liner Lean Services, Inc. for the repair of the Electric Plant coping block.

Recommendation:

Consider adoption of Resolution No. R-52-2020 approving an agreement with Bee Liner Lean Services, Inc for repairs to coping block at the Electric Plant in an amount not to exceed \$28,750.

Attachments:

Resolution No. R-52-2020, including Exhibit A: Contract for Bee Linear Lean Services, Inc for Electric Plant Coping Block Repairs.

**A RESOLUTION APPROVING A CONTRACT WITH
BEE LINER LEAN SERVICES, INC FOR THE REPAIR
OF THE ELECTRIC PLANT COPING BLOCKS**

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, the Village issued Bid #020-012 ("**Request for Bids**") for the repair of the Electric Plant coping blocks ("**Services**"); and

WHEREAS, the Village received five bids ("**Bids**") to provide the Services and opened the Bids on July 30, 2020; and

WHEREAS, pursuant to Chapter 4.12 of the Village Code and the Village's purchasing manual, the Village Council has determined that Bee Liner Lean Services, Inc. ("**Contractor**") is the lowest responsible bidder to provide the Services; and

WHEREAS, the Village Council desires to enter into a contract with Contractor for the provision of the Services from Contractor in an amount not to exceed \$28,750.00 ("**Contract**"); and

WHEREAS, the Village Council has determined that it is in the best interests of the Village and its residents to enter into the Contract with 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.

SECTION 2: APPROVAL OF CONTRACT. The Village Council hereby approves the Contract in a form approved by the Village Manager.

SECTION 3: AUTHORIZATION TO EXECUTE CONTRACT. The Village Council hereby authorizes and directs the Village President and the Village Clerk to execute and attest, respectively, on behalf of the Village, the final Contract.

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

[SIGNATURE PAGE FOLLOWS]

ADOPTED this 18 day of August, 2020, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

Signed

Village President

Countersigned:

Village Clerk

VILLAGE OF WINNETKA

RFB #020-012

CONTRACT FOR

Electric Plant Coping Block Repairs

Full Name of Bidder BEE LINER LEAN SERVICES, Inc. ("Bidder")
Principal Office Address 9444 Oak Park Avenue, Oak Lawn, IL 60453
Local Office Address 8401S. Thomas Avenue, A2, Bridgeview, IL 60455
Contact Person Mourad CHEKHAR Telephone Number (708) 262-1761

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

Bidder warrants and represents that Bidder has carefully examined the Work Site described below and its environs and has reviewed and understood all documents included, referred to, or mentioned in this bound set of documents, including Addenda Nos. _____ [if none, write "NONE"], which are securely stapled to the end of this Contract.

1. Work Proposal

A. Contract and Work. If this Contract is accepted, Bidder proposes and agrees that Bidder shall, at its sole cost and expense, provide, perform, and complete, in the manner specified and described, and upon the terms and conditions set forth, in this Contract and Owner's written notification of acceptance in the form included in this bound set of documents, all of the following, all of which is herein referred to as the "Work":

1. Labor, Equipment, Materials and Supplies. Provide, perform, and complete, in the manner specified and described in this Contract/Proposal, all necessary work, labor, services, transportation, equipment, materials, supplies, information, data, and other means and items necessary for the **Electric Plant Coping Block Repairs**.
2. Permits. Procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith;
3. Bonds and Insurance. Procure and furnish all bonds and all insurance certificates specified in this Contract;
4. Taxes. Pay all applicable federal, state, and local taxes;
5. Miscellaneous. Do all other things required of Bidder by this Contract; and
6. Quality. Provide, perform, and complete all of the foregoing in a proper and workmanlike manner, consistent with highest standards of professional and construction practices, in full compliance with, and as required by or pursuant, to this Contract, and with the greatest economy, efficiency, and expedition consistent therewith, with only new, undamaged, and first quality equipment, materials, and supplies.

B. Performance Standards. If this Contract is accepted, Bidder proposes and agrees that all Work shall be fully provided,

performed, and completed in accordance with the **specifications and special conditions attached hereto and by this reference made a part of this Contract (Attachments A and**. No provision of any referenced standard, specification, manual or code shall change the duties and responsibilities of Owner or Bidder from those set forth in this Contract. Whenever any equipment, materials, or supplies are specified or described in this Contract by using the name or other identifying feature of a proprietary product or the name or other identifying feature of a particular manufacturer or vendor, the specific item mentioned shall be understood as establishing the type, function, and quality desired. Other manufacturers' or vendors' products may be accepted, provided that the products proposed are equivalent in substance and function to those named as determined by Owner in its sole and absolute discretion.

C. Responsibility for Damage or Loss. If this Contract is accepted, Bidder proposes and agrees that Bidder shall be responsible and liable for, and shall promptly and without charge to Owner repair or replace, damage done to, and any loss or injury suffered by, Owner, the Work, the Work Site, or other property or persons as a result of the Work.

D. Inspection/Testing/Rejection. Owner shall have the right to inspect all or any part of the Work and to reject all or any part of the Work that is, in Owner's judgment, defective or damaged or that in any way fails to conform strictly to the requirements of this Contract and Owner, without limiting its other rights or remedies, may require correction or replacement at Bidder's cost, perform or have performed all Work necessary to complete or correct all or any part of the Work that is defective, damaged, or nonconforming and charge Bidder with any excess cost incurred thereby, or cancel all or any part of any order or this Contract. Work so rejected may be returned or held at Bidder's expense and risk.

2. Contract Price Proposal

If this Contract is accepted, Bidder proposes, and agrees, that Bidder shall take in full payment for all Work and other matters set forth under Section 1 above, including overhead and profit; taxes, contributions, and premiums; and compensation to all subcontractors and suppliers, the compensation set forth below.

A. Schedule of Prices. For providing, performing, and completing all Work, including performance bond procurement, **Agenda Packet P. 23**
Village of Winnetka

the ***Village will not pay more than the unit prices as outlined in Attachment A.***

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

1. All prices stated in the Schedule of Prices are firm and shall not be subject to escalation or change;
2. Owner is not subject to state or local sales, use, and excise taxes, that no such taxes are included in the Schedule of Prices, and that all claim or right to claim any additional compensation by reason of the payment of any such tax is hereby waived and released;
3. All other applicable federal, state, and local taxes of every kind and nature applicable to the Work are included in the Schedule of Prices; *and*
4. Any items of Work not specifically listed or referred to in the Schedule of Prices, or not specifically included for payment under any Unit Price Item, shall be deemed incidental to the Contract Price, shall not be measured for payment, and shall not be paid for separately except as incidental to the Contract Price, including without limitation extraordinary equipment repair, the cost of transportation, packing, cartage, and containers, the cost of preparing schedules and submittals, the cost or rental of small tools or buildings, the cost of utilities and sanitary conveniences, and any portion of the time of Bidder, its superintendents, or its office and engineering staff.

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

Invoice to Village upon Work completion. Payment upon acceptance by Village.

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

3. Contract Time

If this Contract is accepted, Bidder proposes and agrees that Bidder shall commence the Work within 10 days after Owner's acceptance of the Contract provided Bidder shall have furnished to Owner all bonds and all insurance certificates specified in this Contract (the "Commencement Date"). If this Contract is accepted, Bidder proposes and agrees that Bidder shall perform the Work diligently and continuously and shall complete the Work by **September 30, 2020**.

4. Financial Assurance

A. Bonds. Each Bidder's Proposal shall be accompanied by a security deposit of at least 10 percent of the Bidder's Price Proposal in the form of (1) a Cashier's Check or Certified Check drawn on a solvent bank insured by the Federal Deposit Insurance Corporation and payable without condition to Owner or (2) a Bid Bond in a form satisfactory to Owner from a surety company licensed to do business in the State of Illinois with a general rating of A minus and a financial size category of Class X or better in Best's Insurance Guide. Furthermore, the awarded bidder must furnish performance and payment bonds totaling 100% of the contract amount no less than fourteen (14) days prior to the Contract start date.

B. Insurance. If this Contract is accepted, Bidder proposes and agrees that Bidder shall provide certificates of

insurance evidencing the minimum insurance coverage and limits set forth below within 10 days after Owner's acceptance of this Contract. Such insurance shall be in form, and from companies, acceptable to Owner and shall name Owner, including its Council members and elected and appointed officials, its officers, employees, agents, attorneys, consultants, and representatives, as an Additional Insured. The insurance coverage and limits set forth below shall be deemed to be minimum coverage and limits and shall not be construed in any way as a limitation on Bidder's duty to carry adequate insurance or on Bidder's liability for losses or damages under this Contract. The minimum insurance coverage and limits that shall be maintained at all times while providing, performing, or completing the Work are as follows:

1. Workers' Compensation and Employer's Liability

Limits shall not be less than:

Worker's Compensation: Statutory

Employer's Liability: \$500,000 each accident-injury; \$500,000 each employee-disease; \$500,000 disease-policy.

Such insurance shall evidence that coverage applies to the State of Illinois and provide a waiver of subrogation in favor of Owner.

2. Commercial Motor Vehicle Liability

Limits for vehicles owned, non-owned or rented shall not be less than:

\$1,000,000 Bodily Injury and Property Damage Combined Single Limit

3. Commercial General Liability

Limits shall not be less than:

\$1,000,000 Bodily Injury and Property Damage Combined Single Limit.

Coverage is to be written on an "occurrence" basis.

Coverage to include:

- Premises Operations
- Products/Completed Operations
- Independent Contractors
- Personal Injury (with Employment Exclusion deleted)
- Broad Form Property Damage Endorsement
- "X," "C," and "U"
- Contractual Liability

Contractual Liability coverage shall specifically include the indemnification set forth below.

C. Indemnification. If this Contract is accepted, Bidder proposes and agrees that Bidder shall indemnify, save harmless, and defend Owner against all damages, liability, claims, losses, and expenses (including attorneys' fees) that may arise, or be alleged to have arisen, out of or in connection with Bidder's performance of, or failure to perform, the Work or any part thereof, or any failure to meet the representations and warranties set forth in Section 6 of this Contract.

D. Penalties. If this Contract is accepted, Bidder proposes and agrees that Bidder shall be solely liable for any

finances or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Bidder's performance of, or failure to perform, the Work or any part thereof.

5. Firm Contract

All prices and other terms stated in this Contract are firm and shall not be subject to withdrawal, escalation, or change provided Owner accepts this Contract within 45 days after the date the bidder's contract proposal is opened.

6. Bidder's Representations and Warranties

To induce Owner to accept this Contract, Bidder hereby represents and warrants as follows:

A. The Work. The Work, and all of its components, (1) shall be of merchantable quality; (2) shall be free from any latent or patent defects and flaws in workmanship, materials, and design; (3) shall strictly conform to the requirements of this Contract, including without limitation the performance standards set forth in Section 1B of this Contract; and (4) shall be fit, sufficient, and suitable for the purposes expressed in, or reasonably inferred from, this Contract and the warranties expressed herein shall be in addition to any other warranties expressed or implied by law, which are hereby reserved unto Owner. Bidder, promptly and without charge, shall correct any failure to fulfill the above warranty at any time within **one** year after final payment or such longer period as may be prescribed in the performance standards set forth in Section 1B of this Contract or by law. The above warranty shall be extended automatically to cover all repaired and replacement parts and labor provided or performed under such warranty and Bidder's obligation to correct Work shall be extended for a period of two years from the date of such repair or replacement. The time period established in this Section 6A relates only to the specific obligation of Bidder to correct Work and shall not be construed to establish a period of limitation with respect to other obligations that Bidder has under this Contract.

B. Compliance with Laws. The Work, and all of its components, shall be provided, performed, and completed in compliance with, and Bidder agrees to be bound by, all applicable federal, state, and local laws, orders, rules, and regulations, as they may be modified or amended from time to time, including without limitation the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 et seq. and any other prevailing wage laws; any statutes requiring preference to laborers of specified classes; the Illinois Steel Products Procurement Act, 30 ILCS 565/1 et seq.; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification; and any statutes regarding safety or the performance of the Work.

C. Not Barred. Bidder is not barred by law from contracting with Owner or with any other unit of state or local government as a result of (i) a violation of either Section 33E-3 or Section 33E-4 of Article 33 of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.; or (ii) a violation of the USA Patriot Act of 2001, 107 Public Law 56 (October 26, 2001) (the "Patriot Act") or other statutes, orders, rules, and regulations of the United States government and its various executive departments, agencies and offices related to the subject matter of the Patriot Act, including, but not limited to, Executive Order 13224 effective September 24, 2001. Bidder is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation

named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; and Bidder is not engaged in this transaction directly or indirectly on behalf of, or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity or nation.

D. Qualified. Bidder has the requisite experience, ability, capital, facilities, plant, organization, and staff to enable Bidder to perform the Work successfully and promptly and to commence and complete the Work within the Contract Price and Contract Time set forth above.

7. Acknowledgements

In submitting this Contract, Bidder acknowledges and agrees that:

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

B. Reservation of Rights. Owner reserves the right to reject any and all proposals, reserves the right to reject the low price proposal, and reserves such other rights as are set forth in the Instructions to Bidders.

C. Acceptance. If this Contract is accepted, Bidder shall be bound by each and every term, condition, or provision contained in this Contract and in Owner's written notification of acceptance in the form included in this bound set of documents.

D. Remedies. Each of the rights and remedies reserved to Owner in this Contract shall be cumulative and additional to any other or further remedies provided in law or equity or in this Contract.

E. Time. Time is of the essence for this Contract and, except where stated otherwise, references in this Contract to days shall be construed to refer to calendar days.

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

G. Severability. The provisions of this Contract/ Proposal shall be interpreted when possible to sustain their legality and enforceability as a whole. In the event any provision of this Contract shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provision, nor the validity of any other provisions of this Contract shall be in any way affected thereby.

H. Amendments. No modification, addition, deletion, revision, alteration, or other change to this Contract shall be effective unless and until such change is reduced to writing and executed and delivered by Owner and Bidder, except that Owner has the right, by written order executed by Owner, to make changes in the Work ("Change Order"). If any Change Order causes an increase or decrease in the amount of the Work, then an equitable adjustment in the Contract Price or Contract Time may be made. No decrease in the amount of the Work caused by any Change Order shall entitle Bidder to make any claim for damages, anticipated profits, or other compensation.

I. Assignment. Neither this Contract, nor any interest herein, shall be assigned or subcontracted, in whole or in part, by Bidder except upon the prior written consent of Owner.

J. Governing Law. This Contract, and the rights of the parties under this Contract shall be interpreted according to the internal laws, but not the conflict of law rules, of the State of Illinois. Every provision of law required by law to be inserted into this Contract/Proposal shall be deemed to be inserted herein.

Dated: Augst 5th., 2020.

Bidder's Status: ☒ Illinois Corporation () Partnership () Individual Proprietor
(State) (State)

Bidder's Name:

BEE LINER LEAN SERVICES, Inc.

Doing Business As (if different):

Signature of Bidder or Authorized Agent:

(corporate seal) Printed Name: Mourad CHEKHAR
(if corporation)

Title/Position: President/ GM

Bidder's Business Address:

9444 Oak Park Avenue
Oak Lawn, IL 60453

Bidder's Business Telephone: (708) 262-1761 Facsimile: _____

If a corporation or partnership, list all officers or partners:

NAME	TITLE	ADDRESS
Mourad CHEKHAR	President	9444 Oak Park Ave. Oak Lawn, IL 60453
Mourad CHEKHAR	Secretary	9444 Oak Park Ave. Oak Lawn, IL 60453
Hicham HEIMEUR	Treasury	10139 S. Harlem Ste. A3 Chicago Ridge, IL 60415
Fransisco CARRERA	V/P Engineering	4 Sunshine Ave. Third Lake, IL 60030

ATTACHMENT A: SPECIFICATIONS

1. INTRODUCTION

The Village of Winnetka is accepting bids from properly qualified firms to provide all labor, equipment, and materials necessary to repair coping block.

- The Village reserves the right to reject any and all bids, reduce the work scope due to budgetary constraints. The Village also reserves the right to award individual sections of the projects to the lowest bidder.

2. BACKGROUND (PROJECT DESCRIPTION AND SCOPE OF WORK)

The Electric Plant is located at 725 Tower Road in Winnetka. The building encompasses electric generation and auxiliary equipment. Coping block associated with the project is located directly above office spaces. The Village has chosen to repair the existing the coping block.

The scope of the work includes:

- i. Removal/re-install of coping block to install of flashing over parapet wall brick.
- ii. Salvage limestone coping, install stainless steel wall flashing, re-install salvaged limestone coping and seal joints.

3. COPING BLOCK REPAIR REQUIREMENTS:

- a) Remove all limestone coping stones and save for reuse.
- b) Repair or replace any displaced masonry, to restore wall as needed.
- c) Install S.S Drip Edge, at both the inside and outside edges of parapet wall. Drip edge should be set on a bead of sealant.
- d) Install primer and a 40 mill. rubberized membrane
- e) Re-install salvaged limestone coping stone in a bed of type N mortar.
- f) Install S.S. Z strap, to anchor coping stone to parapet. (2 per stone)
- g) Install Dow Corning silicone sealant, along with appropriate sized backing rod, at all coping joints.

4. ADDITIONAL INFORMATION

- a) The Village will cover all permit fees/cost associated with this repair.
- b) You may use debris chutes to consolidate debris on the asphalt driveway. The Village will coordinate removal of any debris once consolidated on the asphalt driveway.
- c) To coordination onsite visit contact;
 - Brain Curley bcurley@winnetka.org or 847-716-3620
 - James Olson jolson2@winnetka.org or 847-716-3601
 - Giovanni McLean gmcelan@winnetka.org or 847-716-3270

5. LOCATION



6. PICTURES - ELECTRIC PLANT OFFICE COPING BLOCK REPAIR



EAST COPING BLOCK



NORTH COPING BLOCK



7. WARRANTY

Upon the Village's acceptance of the completed job, the Contractor and or manufacturer shall warrant all work performed for;

- 5 year labor guarantee.
- 20 year No Dollar Limit "NDL" warranty for the repaired coping block.

Any defects in material or workmanship appearing during this period shall be corrected with no cost to the Village.

8. FEE PROPOSAL

COMPANY NAME: BEE LINER LEAN SERVICES, Inc.

CONTACT NAME: Mourad CHEKHAR

EMAIL: Mourad@Bee-Lean-Services.com **PHONE:** (708) 262-1761

Item	Description of work	COST (\$)
1	Limestone coping block – (Electric Plant offices) • 170 feet limestone coping.	\$23,750.00
2	Allowances - Unforeseen Conditions Allowance to be included if entire project is awarded to one contractor. Note: <i>All request for additional work to be approved by Director of Water & Electric. Contractor to provide detail break down of additional work using unit cost listed above</i>	\$5,000

TOTAL- \$28,750.00

ADDITIONAL WORK - UNIT PRICES			
ITEM	DESCRIPTION	UNIT PRICE (\$)	UNIT MEASURE
1	Grinding & Tuck-pointing Face Brick	\$12.50	SQUARE FOOT

NOTE:

- The Village also reserves the right to reduce the work scope due to budgetary constraints
- The Village also reserves the right to award individual sections of the projects to the different bidders.
- Quoted costs are to be all inclusive for all mobilization cost, equipment, forms, labor, material, tools, machinery, disposal and incidentals for the completion of the project.

END OF BID SPECIFICATIONS

ACCEPTANCE

The Contract attached hereto and by this reference incorporated herein and made a part hereof is hereby accepted by the order of the Village of Winnetka ("Owner") as of _____, 20____.

This Acceptance, together with the Contract attached hereto, constitutes the entire and only agreement between the parties relating to the accomplishment of the Work and the compensation therefor and supersedes and merges any other prior or contemporaneous discussions, agreements, or understandings, whether written or oral, and shall prevail over any contradictory or inconsistent terms or conditions contained in any purchase order, acceptance, acknowledgement, invoice, or other standard form used by the parties in the performance of the Contract. Any such contradictory or inconsistent terms or conditions shall be deemed objected to by Owner without further notice of objection and shall be of no effect nor in any circumstances binding upon Owner unless accepted by Owner in a written document plainly labeled "Amendment to Contract." Acceptance or rejection by Owner of any such contradictory or inconsistent terms or conditions shall not constitute acceptance of any other contradictory or inconsistent terms or conditions.

VILLAGE OF WINNETKA

Signature: _____

Printed name: _____

Title: _____



Agenda Item Executive Summary

Title: Resolution No. R-56-2020: Bulk Rock Salt Purchase (Adoption)

Presenter: James J. Bernahl, Asst. Director of Public Works & Engineering

Agenda Date: 08/18/2020

Consent: ☒ YES ☐ NO

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

Item History:

2020 Budget Item for snow and ice operations. Account #100.30.25-536 contains \$85,000 for road salt.

Executive Summary:

The Village once again participated in the Lake County bulk rock salt proposal process for the 2020-2021 snow season. The Lake County Division of Transportation was the lead agency that prepared and negotiated the pricing on behalf of the group. A total of 53 local & county governmental units participated in this year's program.

On April 14, a total of three bids were received by Lake County. The low bid was from Morton Salt, Inc. for a proposed price of \$69.60 per ton. This represents a 0.9% increase from last year's price of \$68.94 per ton.

The Village typically uses 1,400 to 1,600 tons of rock salt during an average winter season. The Village anticipates entering this winter season with approximately 700 tons on hand. Staff estimates that a purchase of an additional 1,200 tons will be sufficient for the 2020-2021 winter season. The 1,200 tons of rock salt will cost \$83,520 at this year's unit price.

According to the terms of the joint purchasing contract, the Village is obligated to purchase at minimum 80% (\$77,952) of its estimated amount, or may at its discretion procure a maximum of 120% of the estimated amount (\$116,928). This vendor has provided bulk rock salt to the Village in the past and staff believes that the vendor will continue to meet the Village's needs. Staff will manage salt orders to abide within the proposed budgeted amount.

Due to the favorable cost numbers received from the Lake County program, it continues to be in the Village's best interest to participate in the joint purchasing program. The annual winter season spans two budget cycles; by agreeing to this purchasing agreement, the Village will be committing to purchasing the minimum amount of salt products (\$77,952) in fiscal year 2021.

Recommendation:

Consider approving Resolution No. R-56-2020 for the purchase of bulk rock salt from Morton Salt Company for a price not to exceed the 2021 budgeted amount of \$85,000.

Attachments:

Resolution No. R-56-2020
Copy of Lake County Bid Tab

**A RESOLUTION APPROVING A CONTRACT WITH MORTON SALT, INC. FOR
THE PURCHASE OF ROCK SALT**

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

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

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

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

WHEREAS, the Lake County Group received four bids for the purchase and sale of the Product and opened the bids on April 14, 2020; and

WHEREAS, pursuant to Chapter 4.12 of the Village Code and the Village's purchasing manual, the Village Council determined that Morton Salt, Inc. ("***Vendor***"), was the lowest responsible bidder for the purchase of the Product and the Village has been satisfied with the Product provided by the Vendor under the previous year's contract; and

WHEREAS, the Village Council desires enter into an Agreement with Vendor to purchase the Product at the unit price of \$69.60 per ton and in a total amount not to exceed \$85,000.00 ("***Agreement***"); and

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

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

SECTION 2: APPROVAL OF PURCHASE. The Village Council approves the purchase of the Product from Vendor at the unit price of \$69.60 per ton and in a total amount not to exceed \$85,000.00.

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

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

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

ADOPTED this 18th day of August, 2020, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

Signed

Village President

Countersigned:

Village Clerk

EXHIBIT A
AGREEMENT

August 18, 2020

R-56-2020



Project: 2021 PATROL I MAINTENANCE - ROCK SALT
Description: FURNISH AND DELIVER ROCK SALT

Section: 21-00000-05-GM
CPMS Pin: B-01566
Let Date: 4/14/2020

Summary of Bids Received

Bidder	Address	City, State, Zip	Bond/Check
Cargill, Inc. - Deicing Technology Business	24950 Country Club Blvd. #450	North Olmsted, OH 44070	Bid Bond
Compass Minerals America, Inc.	9900 W. 109th Street, Suite 100	Overland Park, KS 66210	Bid Bond
Morton Salt, Inc.	444 w. Lake Street, Suite 3000	Chicago, IL 60606	Bid Bond
The Detroit Salt Company	12842 Sanders	Detroit, MI 48218	Bid Bond

THE LOW BIDS FOR EACH AGENCY, (80%-120%, 120% - 150% & EARLY DELIVERY) ARE HIGHLIGHTED

Early Delivery unit price is for delivery between July 15, 2020 and November 1, 2020; 80% - 120% unit price & 120% - 150% unit price are for delivery after November 1, 2020.

	UNIT OF GOVERNMENT	UNITS	QUANTITY		Cargill, Inc - Deicing Technology Business	Compass Minerals America, Inc	Morton Salt, Inc	The Detroit Salt Company
Lake County								
1	Lake County Division of Transportation	TONS	16000.0	80% - 120% UNIT PRICE	\$ 95.67	\$ 78.14	\$ 67.61	\$ 77.70
				120% - 150% UNIT PRICE	\$ 110.67	\$ 88.14	\$ 72.61	\$ 82.70
				EARLY DELIVERY UNIT PRICE	\$ 95.67	\$ 78.14	\$ 67.61	\$ 77.70
2	Lake County Forest Preserve District	TONS	460.0	80% - 120% UNIT PRICE	\$ 95.67	\$ 79.52	\$ 67.35	\$ 78.57
				120% - 150% UNIT PRICE	\$ 110.67	\$ 89.52	\$ 72.35	\$ 83.57
				EARLY DELIVERY UNIT PRICE	\$ 95.67	\$ 79.52	\$ 67.35	\$ 78.57

	UNIT OF GOVERNMENT	UNITS	QUANTITY		Cargill, Inc - Deicing Technology Business	Compass Minerals America, Inc	Morton Salt, Inc	The Detroit Salt Company
Cook County Communities								
45	Village of Glencoe	TONS	1200.0	80% - 120% UNIT PRICE	\$ 93.54	\$ 84.38	\$ 69.60	\$ 74.48
				120% - 150% UNIT PRICE	\$ 108.54	\$ 94.38	\$ 74.60	\$ 79.48
				EARLY DELIVERY UNIT PRICE	\$ 93.54	\$ 84.38	\$ 69.60	\$ 74.48
46	Village of Glenview	TONS	2000.0	80% - 120% UNIT PRICE	\$ 93.54	\$ 78.21	\$ 66.79	\$ 74.48
				120% - 150% UNIT PRICE	\$ 108.54	\$ 88.21	\$ 71.79	\$ 79.48
				EARLY DELIVERY UNIT PRICE	\$ 93.54	\$ 78.21	\$ 66.79	\$ 74.48
47	Village of Kenilworth	TONS	200.0	80% - 120% UNIT PRICE	\$ 93.54	\$ 84.38	\$ 69.56	\$ 74.48
				120% - 150% UNIT PRICE	\$ 108.54	\$ 94.38	\$ 74.56	\$ 79.48
				EARLY DELIVERY UNIT PRICE	\$ 93.54	\$ 84.38	\$ 69.56	\$ 74.48
48	Willage of Wilmette	TONS	800.0	80% - 120% UNIT PRICE	\$ 93.54	\$ 83.40	\$ 69.41	\$ 73.63
				120% - 150% UNIT PRICE	\$ 108.54	\$ 93.40	\$ 74.41	\$ 78.63
				EARLY DELIVERY UNIT PRICE	\$ 93.54	\$ 83.40	\$ 69.41	\$ 73.63
49	Village of Winnetka	TONS	1400.0	80% - 120% UNIT PRICE	\$ 93.54	\$ 84.38	\$ 69.60	\$ 74.48
				120% - 150% UNIT PRICE	\$ 108.54	\$ 94.38	\$ 74.60	\$ 79.48
				EARLY DELIVERY UNIT PRICE	\$ 93.54	\$ 84.38	\$ 69.60	\$ 74.48



Agenda Item Executive Summary

Title: Ordinance No. M-13-2020: Winnetka Local Business Sales Tax Rebate Economic Relief Program
(Introduction & Adoption)

Presenter: Kristin Kazenas, Assistant Village Manager

Agenda Date: 08/18/20

Consent: ☐ YES ☒ NO

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

Item History:

The local business community has suffered significant economic losses due to the COVID-19 pandemic. During Phase 1 of the State's pandemic response in late March 2020, all non-essential businesses were required to close. Essential business were also adversely impacted - restaurants could only offer delivery or curbside pick up and potential customers were subject to a mandatory stay at home order. The Village has received requests for financial assistance from local businesses as a result of the ongoing duration of the pandemic's economic impact.

Executive Summary:

Staff has been in continuous dialogue with the local business community providing support throughout the pandemic crisis. The strategy for supporting businesses during the pandemic has been focused on marketing/promotion, technical assistance, and resource sharing. Social media campaigns were launched, including Take out Tuesday, Support Winnetka Businesses and Wear a Mask. A weekly E-Development e-mail newsletter included important information about available State and Federal grant and loan opportunities and guidelines for each phase of re-opening. A pandemic resources for businesses webpage was created and added to the new Village website. Staff worked with restaurants to quickly and efficiently implement new liquor service and outdoor seating plans. Utility bills were deferred, late fees waived, and payment plans were offered, if needed.

Although appreciative of the Village's efforts to support them during the pandemic, business owners have consistently requested financial support from the Village. These requests increased when other communities such as Wilmette and Lake Forest implemented local business grant programs. Unlike many of our neighboring communities, Winnetka does not impose an additional home rule sales tax rate. The local business grant programs implemented by these communities were supported by their additional home rule sales taxes generated. The lack of a home rule sales tax, coupled with projected pandemic related revenue declines of approximately \$4 million necessitated that Winnetka adopt a fiscally responsible, cautious approach and carefully monitor the duration and severity of the pandemic's economic impacts. During the May 12th Village Council meeting, the Council supported expenditure cuts and delayed capital projects that addressed the projected \$4 million in revenue shortfalls.

In late July, the Village auditors finalized their report on the 2019 financial results. The General Fund experienced a surplus due to conservative budgeting for expenses, along with favorable revenue and operating expenditure experience. This strong financial performance supports the creation of a program that would rebate a portion sales taxes that the Village received from qualifying local businesses in 2019. This rebate would provide businesses with immediate cash for short-term financial operational needs such as payroll, payments to suppliers, payment to service providers, or payment of rent and utilities. To participate in this program, a local business needs to have generated sales tax revenue received by the Village in 2019. Although the Village does not have an additional home rule sales tax rate, per statute 1% of the overall 9% sales tax collected by local businesses is remitted to the Village by the State on a monthly basis.

Executive Summary (continued):

At the August 11 Study Session, staff presented the proposed guidelines for a rebate program, using a formula of 50% of the municipal sales taxes received by the Village in 2019. These guidelines are outlined in Attachment A. After considering the Council feedback from the Study Session, staff revised the guidelines using a three-tiered rebate (\$2,500, \$5,000 or \$10,000), based upon 2019 annual sales. The revised guidelines are outlined in Attachment B.

Under both programs, large franchise and multi-location chains are excluded, as are home businesses. Funding for the rebate program would be from a draw-down of the accumulated General Fund fund balance as a result of the 2019 surplus. The rebates would be charged to the Contingency account in the General Fund. The total amount of the rebates issued will not exceed \$400,000 under either Option A or Option B.

The program would be administered by the Economic Development Coordinator in partnership with the Finance Department. Businesses would submit an application for rebate to the Economic Development Coordinator. After a review for completeness and accuracy, the application would be administratively approved by the Village Manager. A check request would be submitted to Finance and the disbursement would appear on the warrant list for review and approval by the Village Council. The application process has been streamlined to expedite the financial support to the local businesses.

The Village acknowledges the financial hardship on the local business community as a result of the COVID-19 pandemic. As a result of conservative fiscal policies, strong financial leadership and dedicated staff, the Village has the financial capacity to support local businesses by rebating a portion of the sales tax revenue generated. This program will provide much needed financial support to help local businesses stay open and thrive. A vibrant local economy benefits the entire community.

Recommendation:

Staff is requesting a policy direction related to the implementation of a Local Business Sales Tax Rebate Program - either Option A (50% of municipal sales taxes received in 2019 for qualifying businesses) or Option B (a fixed rebate of \$2,500, \$5,000, or \$10,000 based upon total 2019 sales for qualifying businesses). In addition, staff is requesting introduction/approval of Ordinance No. M-13-2020 approving the selected option to implement the rebate program.

Attachments:

Ordinance No. M-13-2020

Attachment A - Proposed Sales Tax Rebate Program Guidelines - Option A - as originally presented at the August 11, 2020 Village Council Study Session - 50% approach

Attachment B - Proposed Sales Tax Rebate Program Guidelines - Option B - revised guidelines using a tiered approach

**AN ORDINANCE AUTHORIZING THE WINNETKA LOCAL BUSINESS
SALES TAX REBATE ECONOMIC RELIEF PROGRAM**

WHEREAS, the Village of Winnetka is a home rule municipality in accordance with Article VII, Section 6 of the Constitution of the State of Illinois of 1970 and has the authority to exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, on March 10, 2020, J.B. Pritzker, Governor of the State of Illinois, issued a disaster proclamation as a result of the spread of the COVID-19 virus, which disaster proclamation the Governor has re-issued a number of times and remains in effect (***“Disaster Proclamation”***); and

WHEREAS, pursuant to his authority granted in the Illinois Emergency Management Agency Act, 20 ILCS 3305/1 *et seq.* and the Disaster Proclamation, the Governor issued Executive Orders, which required: (i) all persons to stay at home, with limited exceptions, and (ii) non-essential businesses to cease operations with limited exceptions (***“Stay-at-Home Order”***); and

WHEREAS, while the Governor has lifted the Stay-at-Home Order, he has issued a number of additional Executive Orders that have required retail businesses to alter and limit their operations, and resulted in a large number of Illinois residents to change their daily shopping routines avoid the risks of the spread of the COVID-19 virus (collectively, ***“Executive Orders”***); and

WHEREAS, as a result of the COVID-19 pandemic, the Stay-at-Home Order, and the Executive Orders, most Village retail businesses have suffered a significant loss of business, which threatens the viability of these businesses and the Village’s business districts; and

WHEREAS, it is of vital interest and import to the Village that it maintain a vibrant retail business community to serve Village residents; and

WHEREAS, pursuant to the Village’s home rule powers and Section 8-1-2.5 of the Illinois Municipal Code, 65 ILCS 5/8-1-2.5, the Village may expend funds for economic development purposes and provide various types of funding to commercial enterprises that are deemed necessary or desirable for the promotion of economic development within the Village; and

WHEREAS, the Village Council has determined that is in the best interests of the public health, safety, and welfare to support the survival and economic recovery of local retail businesses from the COVID-19 pandemic through an emergency retailers’ occupation tax rebate program, as set forth in this Ordinance; and

WHEREAS, the Village Council has determined that adoption of this Ordinance is in the best interests of the Village;

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

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

SECTION 2: ADOPTION OF THE LOCAL BUSINESS SALES TAX REBATE ECONOMIC RELIEF PROGRAM. The Village Council hereby approves and adopts the Winnetka Local Business Sales Tax Rebate Economic Relief Program in accordance with, and as set forth in Exhibit A attached hereto and incorporated herein ("*Rebate Program*").

SECTION 3: APPROVAL OF REBATE APPLICATIONS, POLICES, AND PROCEDURES. The Village Manager or his designee is hereby authorized and directed to, in accordance and consistent with the guidelines for the Rebate Program set forth in Exhibit A: (i) establish administrative policies and procedures for the management of the Rebate Program; and (ii) to approve rebate applications, provided that the final award of funds shall be approved by the Village Council.

SECTION 4: 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 5: EFFECTIVE DATE. This Ordinance will be in full force and effect upon its passage and approval in the manner provided by law.

[SIGNATURE PAGE FOLLOWS]

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

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this ____ day of _____, 2020.

Signed:

Village President

Countersigned:

Village Clerk

Published by authority of the
President and Board of Trustees of
the Village of Winnetka, Illinois,
this ____ day of _____,
2020.

Introduced: _____, 2020

Passed and Approved: _____, 2020

EXHIBIT A



ATTACHMENT A

**WINNETKA LOCAL BUSINESS
SALES TAX REBATE ECONOMIC RELIEF PROGRAM – **OPTION A****

The Village of Winnetka acknowledges the financial hardship on the Village's small business community as a result of the COVID-19 pandemic, and therefore, the Village has established the Winnetka Local Business Sales Tax Rebate Economic Relief Program which is a rebate program to provide funds to Winnetka local businesses that have suffered economic loss during the COVID-19 Pandemic ("Rebate Program"). The Rebate Program will distribute 50% of the Village's share of municipal sales tax ("Rebate") received in 2019 to eligible local businesses to supply businesses with immediate cash for short-term financial operational needs such as payroll, payment to suppliers, payment to service providers, or payment of rent and utilities. Of the 9% retail sales tax remitted by a Winnetka business, the Village of Winnetka receives 1%, per statute.

Eligible Businesses to Receive Rebate

To be considered an eligible business to receive a Rebate, businesses must meet the following requirements:

1. Business must have a physical location in the Village of Winnetka;
2. Business must generate municipal sales tax as part of its operations and sales;
3. Municipal sales tax eligible revenue must not exceed \$4.0 million (\$40,000 in municipal sales tax collections) in the calendar year 2019.
4. Business must not have permanently ceased operations as of the date the funds are dispersed;
5. Business shall not be part of a chain consisting of more than 4 units nationwide;
6. Business shall not be part of a franchise system;
7. Business shall not be a private club and must be open to the general public;
8. Business shall not be a home occupation;
9. Business shall not be a local government unit or school district;
10. Business must have been in operation during 2019 because this program is a rebate of sales taxes collected by the Village in 2019.

Terms and Conditions

The Rebate Program shall be administered in the sole discretion of the Village and nothing in this program creates a right to any business to receive any funds or creates an obligation of the Village to expend any funds. The Village is offering, through an application ("Application"), the ability of eligible Winnetka businesses to receive 50% of their municipal sales tax proceeds received by the Village of Winnetka in 2019. The total amount of the Rebate Program will not exceed \$400,000.

All Rebates by the Village are expressly conditioned upon the satisfactory completion of an Application and adherence to these Administrative Rules.

Forms

The application for the Rebate Program must be completed and submitted to the Village via email to rebate@winnetka.org. A federal tax form W-9 must also be submitted in accordance with federal and state law.

Deadline

The application for the Rebate Program must be completed and submitted to the Village no later than December 1, 2020.

Not Transferable

If a Rebate is approved, it will be awarded via check in the name of the business submitted on the Application. Rebate awards are not transferable to another person, owner, previous owner, or business.

Refund of Rebate

If at any point these Administrative Rules are not strictly adhered to, the Rebate funds provided shall be returned to the Village in the full amount within ten (10) calendar days of receiving notice of a breach of the Rebate Program. Each owner of at least 5% of the business shall submit the Application to the Village, shall sign said Application and shall jointly and severally personally guarantee the refund of the rebate proceeds should the Administrative Rules not be strictly adhered to.

Proprietary Information and General Release

Applicants shall permit Village representatives to make all reasonable inspections and investigations of the business' financial and proprietary information during the process period of the Application. Applicants, as a necessary part of the Application process, shall provide to the Village or otherwise allow the Village to obtain and use all financial and proprietary information, including all municipal sales tax information, of the business. Such information shall no longer be deemed proprietary and confidential for purposes of this Rebate Program. **All payments under the Rebate Program will be made public and will contain the amount of the Rebate funds awarded to the business and the business' name and information.** Applicants, upon submission of an Application, release the Village from any and all liability, waive any rights in regards to the proprietary information's confidentiality, and covenant not to sue the Village for the release of said proprietary information and from any other claim arising from this Application and the Rebate Program. Village, for this section shall mean their officers, directors, employees, agents, affiliates and representatives. Submission of an Application is an express consent and agreement to the above



**LOCAL BUSINESS SALES TAX REBATE
ECONOMIC RELIEF PROGRAM APPLICATION – **OPTION A****

Business Owner Information				
Business Name				
Business Address				
Business Owner(s)				
Contact Name				
Contact Email				
Contact Phone Number				
Business Qualifying Information				
Does business collect sales tax?	Yes	☐	No	☐
Is the business open as of today?	Yes	☐	No	☐
Is the business part of a chain?	Yes	☐	No	☐
Is the business part of a franchise?	Yes	☐	No	☐
Is the business open to the public?	Yes	☐	No	☐
Is the business a home occupation?	Yes	☐	No	☐
Is the business a local government or school?	Yes	☐	No	☐
Was the business open in 2019?	Yes	☐	No	☐
Rebate				
Total 2019 Sales Taxes Received by the Village in 2019	Rebate Amount		Total Rebate	
*	50%			
<i>* This field will be completed by Village staff. The total rebate will be calculated using the actual sales taxes received by the Village.</i>				

Attestation, Acknowledgement & Signature

By submitting this application to participate in Winnetka Local Business Sales Tax Rebate Economic Relief Program, the Applicant acknowledges and agrees that:

- a. The Applicant has reviewed the Application and the eligibility requirements and rules of the program;
- b. The person signing the Application has the legal capacity to bind the Applicant;
- c. The information provided by the Applicant in the Application is true and correct;
- d. The submittal of the Application shall not entitle the Applicant to, or create any sort of vested or other rights in, a rebate of any retailers' occupation tax;
- e. The Applicant: (i) shall no longer deem the amount of retailers' occupation tax generated by the Applicant confidential; (ii) as part of the approval of the rebate of any retailers' occupation tax to the Applicant, the Village may be required to divulge the amount of retailers' occupation tax generated by the Applicant or information that may enable a third party to determine such amount; (iii) the information about the amount of rebate received by the Applicant may be made public; and (iv) waives and releases the Village from all liability and claims the Applicant may have, whether known or unknown, related to such release of information or the administration of the program;
- f. If the Applicant receives a rebate, it shall use the rebate solely to offset and pay for operational needs of the Applicant, such as paying for payroll, suppliers, service providers, rent, and utilities, and shall not use the rebate for any other purpose, and shall provide the Village, upon request, information necessary for the Village to confirm compliance with the requirements provided herein; and
- g. The Applicant agrees it will comply with all of the requirements of the program, the terms of this Application, and all requirements of federal, State, and local laws, statutes, regulations, and ordinances, and if it fails to do so, the Applicant will return the rebate within 14 days upon demand by the Village.

Signature:

Date:

Please contact Liz Dechant, Economic Development Coordinator at 847-716-3528 or lidechant@winnetka.org for assistance.



ATTACHMENT B

**WINNETKA LOCAL BUSINESS
SALES TAX REBATE ECONOMIC RELIEF PROGRAM – **OPTION B****

The Village of Winnetka acknowledges the financial hardship on the Village's small business community as a result of the COVID-19 pandemic, and therefore, the Village has established the Winnetka Local Business Sales Tax Rebate Economic Relief Program which is a rebate program to provide funds to Winnetka local businesses that have suffered economic loss during the COVID-19 Pandemic ("Rebate Program"). The Rebate Program will distribute a portion of the Village's share of municipal sales tax ("Rebate") received in 2019 to eligible local businesses to supply businesses with immediate cash for short-term financial operational needs such as payroll, payment to suppliers, payment to service providers, or payment of rent and utilities. Of the 9% retail sales tax remitted by a Winnetka business, the Village of Winnetka receives 1%, per statute.

Eligible Businesses to Receive Rebate

To be considered an eligible business to receive a Rebate, businesses must meet the following requirements:

1. Business must have a physical location in the Village of Winnetka;
2. Business must generate municipal sales tax as part of its operations and sales;
3. Municipal sales tax eligible revenue must not exceed \$4.0 million (\$40,000 in municipal sales tax collections) in the calendar year 2019.
4. Business must not have permanently ceased operations as of the date the funds are dispersed;
5. Business shall not be part of a chain consisting of more than 4 units nationwide;
6. Business shall not be part of a franchise system;
7. Business shall not be a private club and must be open to the general public;
8. Business shall not be a home occupation;
9. Business shall not be a local government unit or school district;
10. Business must have been in operation during 2019 because this program is a rebate of sales taxes collected by the Village in 2019.

Terms and Conditions

The Rebate Program shall be administered in the sole discretion of the Village and nothing in this program creates a right to any business to receive any funds or creates an obligation of the Village to expend any funds. The Village is offering, through an application ("Application"), the ability of eligible Winnetka businesses to a rebate of the municipal sales tax proceeds received by the Village of Winnetka in 2019. The total amount of the Rebate Program will not exceed \$400,000.

Rebates will be issued as follows:

Tier	2019 Annual Sales	Rebate
Tier 3	\$1,250,001 to \$4,000 000	\$ 10,000
Tier 2	\$750,000 to \$1,250,000	\$ 5,000
Tier 1	Less than \$750,000	\$ 2,500

All Rebates by the Village are expressly conditioned upon the satisfactory completion of an Application and adherence to these Administrative Rules.

Forms

The application for the Rebate Program must be completed and submitted to the Village via email to rebate@winnetka.org. A federal tax form W-9 must also be submitted in accordance with federal and state law.

Deadline

The application for the Rebate Program must be completed and submitted to the Village no later than December 1, 2020.

Not Transferable

If a Rebate is approved, it will be awarded via check in the name of the business submitted on the Application. Rebate awards are not transferable to another person, owner, previous owner, or business.

Refund of Rebate

If at any point these Administrative Rules are not strictly adhered to, the Rebate funds provided shall be returned to the Village in the full amount within ten (10) calendar days of receiving notice of a breach of the Rebate Program. Each owner of at least 5% of the business shall submit the Application to the Village, shall sign said Application and shall jointly and severally personally guarantee the refund of the rebate proceeds should the Administrative Rules not be strictly adhered to.

Proprietary Information and General Release

Applicants shall permit Village representatives to make all reasonable inspections and investigations of the business' financial and proprietary information during the process period of the Application. Applicants, as a necessary part of the Application process, shall provide to the Village or otherwise allow the Village to obtain and use all financial and proprietary information, including all municipal sales tax information, of the business. Such information shall no longer be deemed proprietary and confidential for purposes of this Rebate Program. **All payments under the Rebate Program will be made public and will contain the amount of the Rebate funds awarded to the business and the business' name and information.** Applicants, upon submission of an Application, release the Village from any and all liability, waive any rights in regards to the proprietary information's confidentiality, and covenant not to sue the Village for the release of said proprietary information and from any other claim arising from this Application and the Rebate Program. Village, for this section shall mean their officers, directors, employees, agents, affiliates and representatives. Submission of an Application is an express consent and agreement to the above.



**LOCAL BUSINESS SALES TAX REBATE
ECONOMIC RELIEF PROGRAM APPLICATION – **OPTION B****

Business Owner Information				
Business Name				
Business Address				
Business Owner(s)				
Contact Name				
Contact Email				
Contact Phone Number				
Business Qualifying Information				
Does business collect sales tax?	Yes	☐	No	☐
Is the business open as of today?	Yes	☐	No	☐
Is the business part of a chain?	Yes	☐	No	☐
Is the business part of a franchise?	Yes	☐	No	☐
Is the business open to the public?	Yes	☐	No	☐
Is the business a home occupation?	Yes	☐	No	☐
Is the business a local government or school?	Yes	☐	No	☐
Was the business open in 2019?	Yes	☐	No	☐
Rebate				
2019 Sales	Rebate Amount	Select Option		
Under \$750,000	\$2,500	☐		
\$750,000 to \$1,250,000	\$5,000	☐		
\$1,250,001 to \$4,000,000	\$10,000	☐		

Attestation, Acknowledgement & Signature

By submitting this application to participate in Winnetka Local Business Sales Tax Rebate Economic Relief Program, the Applicant acknowledges and agrees that:

- a. The Applicant has reviewed the Application and the eligibility requirements and rules of the program;
- b. The person signing the Application has the legal capacity to bind the Applicant;
- c. The information provided by the Applicant in the Application is true and correct;
- d. The submittal of the Application shall not entitle the Applicant to, or create any sort of vested or other rights in, a rebate of any retailers' occupation tax;
- e. The Applicant: (i) shall no longer deem the amount of retailers' occupation tax generated by the Applicant confidential; (ii) as part of the approval of the rebate of any retailers' occupation tax to the Applicant, the Village may be required to divulge the amount of retailers' occupation tax generated by the Applicant or information that may enable a third party to determine such amount; (iii) the information about the amount of rebate received by the Applicant may be made public; and (iv) waives and releases the Village from all liability and claims the Applicant may have, whether known or unknown, related to such release of information or the administration of the program;
- f. If the Applicant receives a rebate, it shall use the rebate solely to offset and pay for operational needs of the Applicant, such as paying for payroll, suppliers, service providers, rent, and utilities, and shall not use the rebate for any other purpose, and shall provide the Village, upon request, information necessary for the Village to confirm compliance with the requirements provided herein; and
- g. The Applicant agrees it will comply with all of the requirements of the program, the terms of this Application, and all requirements of federal, State, and local laws, statutes, regulations, and ordinances, and if it fails to do so, the Applicant will return the rebate within 14 days upon demand by the Village.

Signature:

Date:

Please contact Liz Dechant at 847-716-3528 or
ldeschant@winnetka.org for assistance.



Agenda Item Executive Summary

Title: Resolution No. R-54-2020: Approving the Termination & Release of a Restrictive Covenant - 1171 Ash Street (Adoption)

Presenter: David Schoon, Community Development Director

Agenda Date: 08/18/2020

Consent: ☐ YES ☒ NO

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

Item History:

On July 7, 2020, the Village Council adopted Ordinance No. M-9-2020, approving a resubdivision of 1165, 1171, and 1177 Ash from three lots into two new lots.

https://www.villageofwinnetka.org/AgendaCenter/ViewFile/Agenda/_07072020-164

Executive Summary:

On August 18, 2020, the Village Council is scheduled to consider Resolution No. R-54-2020 approving the termination and release of a restrictive covenant on the property at 1171 Ash Street (Attachment A).

On July 7, the Village Council adopted Ordinance No. M-9-2020 approving an application submitted by Richard and Laura Radcliffe, owners of 1171 Ash Street (a vacant lot) and 1177 Ash Street; and Carl and Rebecca Hardie, owners of 1165 Ash Street. The Radcliffes and Hardies (collectively as the "Applicants") applied for a Final Subdivision Plat approval to resubdivide the three lots into two lots. (Attachment B contains a copy of Ordinance No. M-9-2020, which creates the Radcliffe-Hardie Subdivision.)

As the Radcliffes and Hardies were preparing their land transaction, the title company discovered that when the Radcliffe's went through the subdivision process in 1998 to create the two lots that are currently 1171 Ash Street and 1177 Ash Street (the R. & L. Radcliffe Subdivision), the Village imposed a stormwater restrictive covenant on the 1171 Ash Street parcel. The parties are requesting that the restrictive covenant be released. (Attachment C - Applicant's Request)

In 1998, the Village required all plats of subdivision to include a restrictive covenant containing the Village's stormwater detention requirements at that time (Attachment D: R. & L. Radcliffe Subdivision). Public Works Director Steve Saunders has reviewed the request to release the covenant, and since the Village's current stormwater detention requirements are more restrictive than the 1998 standards, the covenant no longer serves any purpose, and he finds it appropriate for the Village to release it.

Recommendation:

Consider adoption of Resolution No. R-54-2020, which would release a stormwater restrictive covenant on the 1171 Ash Street parcel of the R. & L. Radcliffe Subdivision.

Attachments:

Attachment A: Resolution No. R-54-2020

Attachment B: Ordinance No. M-9-2020, Approving the Radcliffe-Hardie Subdivision

Attachment C: Applicant's Request to Release Restrictive Covenant

Attachment D: R. & L. Radcliffe Subdivision Plat (1998)

RESOLUTION NO. R-54-2020

**A RESOLUTION APPROVING THE TERMINATION
AND RELEASE OF A RESTRICTIVE COVENANT**
(1171 ASH 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, on September 1, 1998, pursuant to Resolution No. R-1428-98 and Ordinance No. M-521-98 the Village approved a final plat of subdivision and variation (“**1998 Subdivision**”) subdividing that certain parcel of property previously located at 1177 Ash Street into 1177 Ash Street (“**Parcel 1**”) and 1171 Ash Street (“**Parcel 2**”); and

WHEREAS, Richard and Laura Radcliffe (the “**Radcliffes**”) are the owners of both Parcels 1 and 2; and

WHEREAS, on September 1, 1998, the Village approved a final plat of subdivision (“**1998 Subdivision**”) subdividing the Subject Property into Parcel 1 and Parcel 2; and

WHEREAS, included on the 1998 Subdivision is a restrictive covenant against Parcel 2 requiring: (i) the construction of detention facilities capable of detaining the runoff from the Subject Property from a 25-year storm event, with a maximum allowable release rate equal to the rate of runoff of the Subject Property in its developed state from a three-year storm event prior to and as a condition of issuance of a certificate of occupancy for Parcel 2; and (ii) submission to, and approval by, the Village of all plans for the construction of such detention facilities (“**Restrictive Covenant**”); and

WHEREAS, the Restrictive Covenant was made for the benefit of the owners of the Subject Property and the Village; and

WHEREAS, on July 7, 2020, the Village approved a final plat of subdivision dividing Parcel 2 into two portions, consolidating the western 25 feet of Parcel 2 into Parcel 1, and consolidating the eastern 25 feet of Parcel 2 into an adjacent parcel (“**2020 Subdivision**”); and

WHEREAS, because the “Winnetka Village Code,” as amended, is more restrictive than the Restrictive Covenant, the Restrictive Covenant serves no ongoing purpose; and

WHEREAS, the Radcliffes have requested that the Village release and terminate the Restrictive Covenant; and

WHEREAS, the Village has determined that terminating and releasing the Restrictive Covenant is in the best interests of the Village and its residents;

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

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

SECTION 2: APPROVAL OF TERMINATION AND RELEASE. The Village Council hereby approves the Termination and Release of Restrictive Covenant 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 AGREEMENT. The Village Council hereby authorizes and directs the Village President and the Village Clerk to execute and attest, respectively, on behalf of the Village, the final Termination and Release of Restrictive Covenant.

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

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

Signed

Village President

Countersigned:

Village Clerk

EXHIBIT A

THIS INSTRUMENT PREPARED BY
AND AFTER RECORDING
RETURN TO:

Peter M. Friedman
Elrod Friedman LLP
325 North LaSalle Street, Suite 450
Chicago, Illinois 60654

**TERMINATION AND RELEASE OF RESTRICTIVE COVENANT
(1171 Ash Street)**

THIS TERMINATION AND RELEASE OF RESTRICTIVE COVENANTS (“*Termination and Release*”) is made as of the ___ day of August, 2020, by the **VILLAGE OF WINNETKA**, an Illinois home rule municipal corporation (the “*Village*”), and **RICHARD AND LAURA RADCLIFFE** (the “*Radcliffes*”) (the Village and Radcliffes are collectively, the “*Parties*”).

WHEREAS, the Radcliffes are the owners of those certain parcels of real property commonly known as 1171 Ash Street (“*Parcel 1*”) and 1177 Ash Street (“*Parcel 2*”) (collectively, the “*Subject Property*”), and legally described as follows;

Lots 1 and 2 in R. and L. Radcliffe Subdivision in Block 4 in Winnetka Manor, in the northwest quarter of Section 20, Township 42 North, Range 13, east of the third principal meridian, in Cook County, Illinois;

WHEREAS, on September 1, 1998, the Village approved a final plat of subdivision (“*1998 Subdivision*”) subdividing the Subject Property into Parcel 1 and Parcel 2; and

WHEREAS, included on the 1998 Subdivision is a restrictive covenant against Parcel 2 requiring: (i) the construction of detention facilities capable of detaining the runoff from the Subject Property from a 25-year storm event, with a maximum allowable release rate equal to the rate of runoff of the Subject Property in its developed state from a three-year storm event prior to and as a condition of issuance of a certificate of occupancy for Parcel 2; and (ii) submission to, and approval by, the Village of all plans for the construction of such detention facilities (“*Restrictive Covenant*”); and

WHEREAS, the Restrictive Covenant was made for the benefit of the owners of the Subject Property and the Village; and

WHEREAS, on July 7, 2020, the Village approved a final plat of subdivision dividing Parcel 2 into two portions, consolidating the western 25 feet of Parcel 2 into Parcel 1, and consolidating the eastern 25 feet of Parcel 2 into an adjacent parcel (“*2020 Subdivision*”); and

| **WHEREAS**, because the “Winnetka Village Code,” as amended, is more restrictive than the Restrictive Covenant, the Restrictive Covenant serves no ongoing purpose; and

WHEREAS, the Radcliffes have requested that the Village release and terminate the Restrictive Covenant; and

WHEREAS, the Village has determined that terminating and releasing the Restrictive Covenant is in the best interests of the Village and its residents; and

NOW, THEREFORE, in consideration of the recitals and the mutual covenants and agreements set forth in this Termination and Release, and pursuant to the Village’s home rule powers, the parties hereto agree as follows:

1. Termination and Release. The Restrictive Covenant is hereby released by the Village, terminated, and shall be of no further force or effect, and the Radcliffes and Parcel 2 are released from all obligations set forth therein. This Termination and Release shall be binding upon and inure to the benefit of the Village and the Radcliffes, and their respective successors, assigns and related entities.

2. Recordation. The Parties agree that the Village is authorized to record this Termination and Release in the Office of the Cook County Recorder. After this Termination and Release has been recorded, the Radcliffes are authorized to take any other necessary actions to remove the Restrictive Covenants from title to the Parcel 2.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have affixed their signatures the date and year first above written.

VILLAGE:

VILLAGE OF WINNETKA, an Illinois home rule municipal corporation

BY: _____
Christopher Rintz, Village President

ATTEST:

BY: _____

ACKNOWLEDGEMENT

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, _____, a notary public in and for said County in Illinois, do hereby certify that the foregoing instrument was acknowledged before me on the ____ day of _____, 2020 by Christopher Rintz, the Village President of the **VILLAGE OF WINNETKA**, an Illinois home rule municipal corporation, and by Robert Bahan, the Village Clerk of said municipal corporation, 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 they signed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Signature of Notary

SEAL

My Commission expires:

RICHARD AND LAURA RADCLIFFE

Richard Radcliffe

Laura Radcliffe

ATTEST:

BY: _____

ACKNOWLEDGEMENT

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, _____, a notary public in and for said County in Illinois, do hereby certify that the foregoing instrument was acknowledged before me on the ____ day of _____, 2020 by Richard and Laura Radcliffe, and by _____, appeared before me this day in person and acknowledged they signed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Signature of Notary

SEAL

My Commission expires:

ORDINANCE NO. M-9-2020

**AN ORDINANCE APPROVING A FINAL PLAT OF SUBDIVISION AND
GRANTING A VARIATION FROM THE WINNETKA ZONING ORDINANCE
(1165, 1171, and 1177 Ash 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, Richard and Laura Radcliffe (the ***“Radcliffe’s”***), are the record title owners of the parcel of real property commonly known as 1177 Ash Street, which consists of 9,005 square feet, and legally described in **Exhibit A** attached to and, by this reference, made a part of this Ordinance (***“Radcliffe Parcel”***); and

WHEREAS, Carl and Rebecca Hardie (the ***“Hardie’s”***), are the record title owners of the parcel of real property commonly known as 1165 Ash Street, which consists of 10,805 square feet, and legally described in Exhibit A (***“Hardie Parcel”***); and

WHEREAS, the Radcliffe’s are also the record title owners of the vacant parcel of real property situated between the Radcliffe Parcel and the Hardie Parcel, commonly known as 1171 Ash Street, which consists of 9,005 square feet, and legally described in Exhibit A (***“Vacant Parcel”***) (the Radcliffe Parcel, Hardie Parcel, and Vacant Parcel are, collectively, the ***“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 Radcliffe’s wish to convey the easternmost 25 feet of the Vacant Parcel to the Hardie’s (together with the Hardie Parcel, the ***“Proposed Hardie Lot”***) (the remaining portion of the Vacant Parcel together with the Radcliffe Parcel is the ***“Proposed Radcliffe Lot”***); and

WHEREAS, the Radcliffe’s and the Hardie’s (collectively, the ***“Applicants”***) desire to: (i) subdivide the Vacant Parcel; and (ii) consolidate their respective shares of the Vacant Parcel into the Proposed Radcliffe Lot and the Proposed Hardie Lot (***“Proposed Subdivision”***); and

WHEREAS, pursuant to Section 17.30.060 of the Zoning Ordinance, lots with an average lot width that is more than 60 feet, but less than 100 feet, must have a side yard setback of at least ten percent of the average lot width, thus, requiring a side yard setback of 8.5 feet for the Proposed Hardie Lot; and

WHEREAS, the Proposed Subdivision results in a side yard setback of 5.58 feet for the Proposed Hardie Lot, in violation of Section 17.30.060 of the Zoning Ordinance; and

WHEREAS, currently, the Radcliffe Parcel has a legal nonconforming rear and side yard setback for the existing garage of 1.62 feet and 1.33, respectively (collectively, “**Legal Nonconformity**”); and

WHEREAS, the Applicants filed an application with the Village for: (i) approval of a final plat of subdivision for the Proposed Subdivision (“**Final Plat**”); and (ii) a zoning variation from Section 17.30.060 of the Zoning Ordinance to permit the Proposed Hardie Lot to have a side yard setback of 5.58 feet (“**Variation**”) (collectively, the “**Requested Relief**”); and

WHEREAS, on May 27, 2020, after due notice thereof, the Winnetka Plan Commission held a virtual public hearing on the proposed Final Plat; and

WHEREAS, pursuant to Section 16.12.010.D.4 of the Winnetka Village Code, as amended, the Plan Commission determined that the Legal Nonconformity, in the context of the proposed Final Plat, would not result in a material increased adverse impact upon the public health, safety, or welfare; and

WHEREAS, on May 27, 2020, the Plan Commission, by a vote of seven members in favor and none opposed, recommended that the Council of the Village of Winnetka (“**Village Council**”) approve the Final Plat; and

WHEREAS, on June 8, 2020, after due notice thereof, the Zoning Board of Appeals conducted a virtual public hearing on the Variation and, by a vote of six members in favor and none opposed, recommended that the Village Council approve the Variation; and

WHEREAS, while the Proposed Radcliffe Lot will remain nonconforming to the Zoning Ordinance, pursuant to Section 16.12.010(D) of the “Winnetka Village Code of 1999,” as amended (“**Village Code**”), such nonconformities in the context of the Requested Relief, will not result in a material increased adverse impact upon the public health, safety or welfare; and

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

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

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

SECTION 2: APPROVAL OF FINAL PLAT. Subject to and contingent upon the conditions set forth in Section 4 of this Ordinance, and pursuant to Sections 16.04.030 and 16.08.010 of the Subdivision Ordinance and the Village’s home rule authority, the Village Council hereby approves the Final Plat, prepared by B.H. Suhr & Company, Inc., and consisting of one sheet, with a latest revision date of February 27, 2020, attached to and, by this reference, made a part of this Ordinance as **Exhibit B**.

{00115593.2}

July 7, 2020

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M-9-2020

SECTION 3: APPROVAL OF VARIATION. Subject to, and contingent upon, the terms, conditions, restrictions, and provisions set forth in Section 4 of this Ordinance, the Variation from Section 17.30.060 of the Zoning Ordinance to permit the Proposed Subdivision is hereby granted and ratified, in accordance with and pursuant to Chapter 17.60 of the Zoning Ordinance and the home rule powers of the Village.

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

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

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

SECTION 6: RECORDATION OF FINAL PLAT. Upon execution of the Final Plat by the Village President and the Village Clerk, as provided in Section 5 of this Ordinance, 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 7: RECORDATION OF ORDINANCE; BINDING EFFECT. A copy of this Ordinance will be recorded with the Cook County Recorder of Deeds. This Ordinance

{00115593.2}

July 7, 2020

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M-9-2020

and the privileges, obligations, and provisions contained herein inure solely to the benefit of, and are binding upon, the Applicants and each of their 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 3 of this Ordinance will, at the sole discretion of the Village Council, by ordinance duly adopted, be revoked and become null and void; provided, however, that the Village Council may not so revoke the approvals granted in Section 2 and 3 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 in full force and effect from and after its passage and approval as provided by law.

B. The Approvals set forth in Sections 2 and 3 of this Ordinance will be effective only upon: (i) the filing by the Applicants 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; 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 Approvals granted in this Ordinance null and void and of no force or effect.

{00115593.2}

July 7, 2020

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

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this ____ day of _____, 2020.

Signed:

Village President

Countersigned:

Village Clerk

Published by authority of the
President and Board of Trustees
of the Village of Winnetka,
Illinois, this ____ day of _____,
2020.

Introduced: _____, 2020

Passed and Approved: _____, 2020

EXHIBIT A

LEGAL DESCRIPTION OF SUBJECT PROPERTY

RADCLIFFE PARCEL:

LOT 1 IN R. AND L. RADCLIFFE SUBDIVISION IN BLOCK 4 IN WINNETKA MANOR, IN THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as 1177 Ash Street, Winnetka, Illinois.

HARDIE PARCEL:

LOT 17 AND THE EAST 10 FEET OF LOT 16 IN BLOCK 4 IN WINNETKA MANOR, BEING A SUBDIVISION OF THE SOUTH 45 ACRES OF THE WEST 90 ACRES OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS.

Commonly known as 1165 Ash Street, Winnetka, Illinois.

VACANT PARCEL:

LOT 2 IN R. AND L. RADCLIFFE SUBDIVISION IN BLOCK 4 IN WINNETKA MANOR, IN THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as 1171 Ash Street, Winnetka, Illinois.

EXHIBIT B

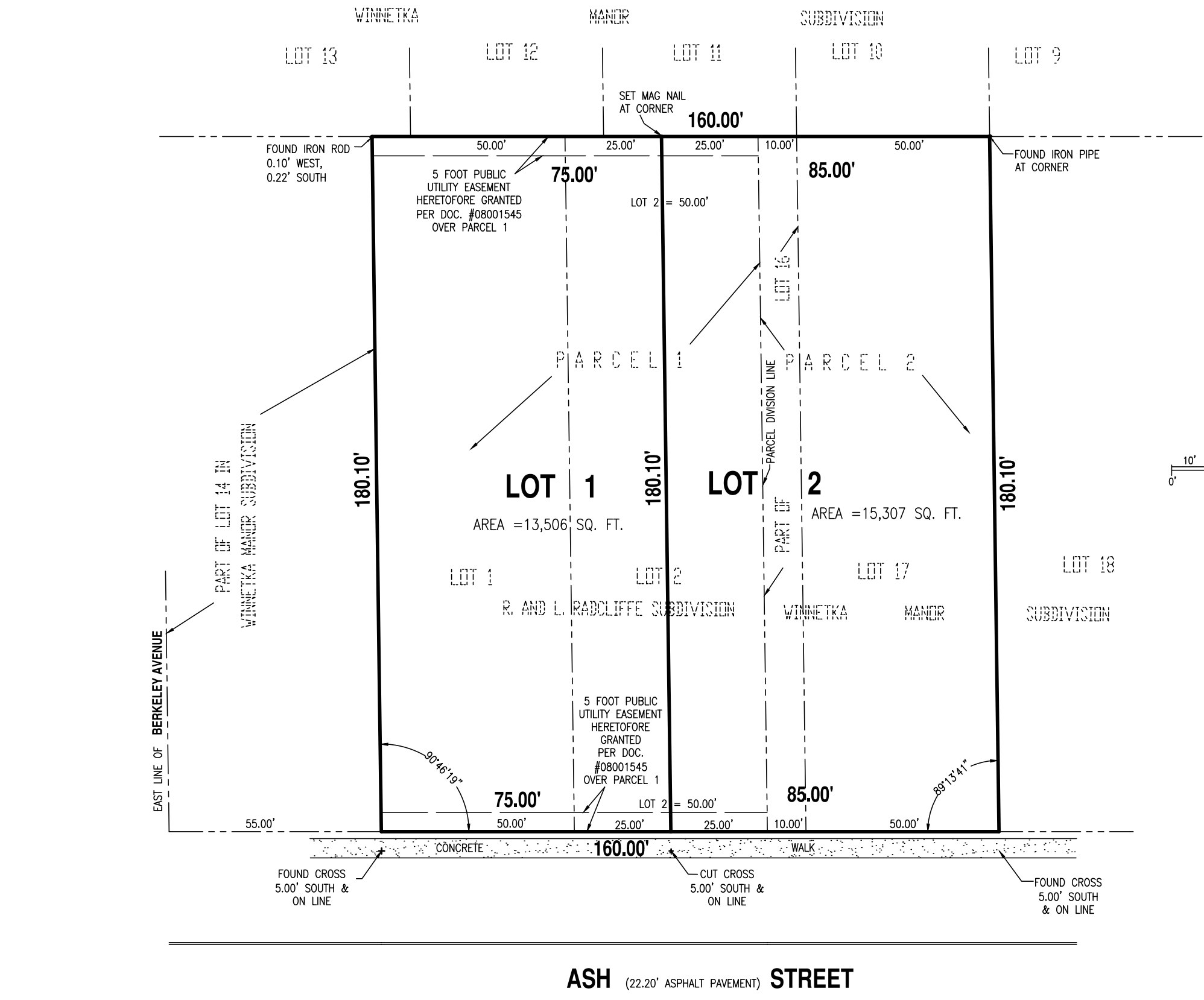
FINAL PLAT

(SEE ATTACHED EXHIBIT B)

RADCLIFFE-HARDIE SUBDIVISION

IN

THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.



PRELIMINARY 5/8/2020 FOR REVIEW

VILLAGE ENGINEER CERTIFICATE:

STATE OF ILLINOIS }
COUNTY OF COOK } SS.
Approved this _____ day of _____, A.D., 20____, by the Village Engineer of the Village of Winnetka, Cook County, Illinois.

VILLAGE COLLECTOR CERTIFICATE:

STATE OF ILLINOIS }
COUNTY OF COOK } SS.
I, _____, Village Collector of the Village of Winnetka, Illinois, do hereby certify that there are no delinquent or unpaid current or forfeited special assessments, or any deferred installments thereon that have been apportioned against the tract of land included in this plat of Subdivision.
Dated this _____ day of _____, A.D., 20____.

PLAN COMMISSION CERTIFICATE:

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

VILLAGE COUNCIL CERTIFICATE:

STATE OF ILLINOIS }
COUNTY OF COOK } SS.
Approved by the President and Council of the Village of Winnetka, Cook County, Illinois, this _____ day of _____, A.D., 20____.
By: _____ Attest: _____
Village President, Winnetka, IL. Village Clerk

WATER AND ELECTRIC DEPARTMENT CERTIFICATE:

STATE OF ILLINOIS }
COUNTY OF COOK } SS.
Approved this _____ day of _____, A.D., 20____, by the Director of the Water and Electric Department of the Village of Winnetka, Cook County, Illinois.

PUBLIC UTILITY EASEMENT:

An easement is hereby granted to the Village of Winnetka for public utilities, in, upon, along, over and under those parts of the lots indicated on this plat and marked "utility easement," to install, construct, lay, maintain, operate, relocate, renew and remove necessary equipment for public utility purposes, together with the rights of ingress to and egress from the easement, and the right to trim and remove such trees, bushes, shrubs and landscaping, as may be reasonably required incidental to the installation and maintenance of utility facilities. The easement may be used for gardens, shrubs, landscaping, wooden fences, and other purposes that do not interfere with the use of the easement, but no permanent buildings or structures other than driveway and sidewalk surfaces shall be placed on the easement.

SURVEYOR CERTIFICATE:

STATE OF ILLINOIS }
COUNTY OF COOK } SS.
B. H. SUHR & COMPANY, INC., does hereby certify that it has surveyed the following described property for the purpose of Resubdividing it into Two (2) Lots as shown hereon:
Parcel 1:
Lots 1 and 2 in R. and L. Radcliffe Subdivision in Block 4 in Winnetka Manor, in the Northwest quarter of Section 20, Township 42 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.
Parcel 2:
Lot 17 and the East 10 feet of Lot 16 in Block 4 in Winnetka Manor, being a subdivision of the South 45 acres of the West 90 acres of the Northwest quarter of Section 20, Township 42 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.
Dimensions are shown in feet and decimal parts thereof and are correct at 62 degrees Fahrenheit.
It, further certifies that this property is situated in Special Flood Hazard Area Zone A without BFE, as designated by Flood Insurance Rate Map No. 17031C0251J, effective date: August 19, 2008.
It, further certifies that the property shown on the plat hereon drawn is within the Village of Winnetka, Illinois, which has adopted a Village Plan.

Dated at Northbrook, Illinois, this XXth day of MARCH, A.D., 20 20.

B. H. SUHR & COMPANY, INC.
LAND SURVEYORS

By: _____
RAYMOND R. HANSEN
Illinois Professional Land Surveyor No. 035-002542
License Expiration Date 11/30/2020

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

B. H. SUHR & COMPANY, INC.
LAND SURVEYORS

By: _____
RAYMOND R. HANSEN
Illinois Professional Land Surveyor No. 035-002542
License Expiration Date 11/30/2020

OWNER CERTIFICATE:

STATE OF ILLINOIS }
COUNTY OF COOK } SS.
We, Richard P. Radcliffe and Laura R. Radcliffe, husband and wife respectively, do hereby certify that we are Owners of record of part of the property described heron, and that we have caused the same to be surveyed for the purpose of subdividing it into two (2) lots as shown hereon.
Dated this _____ day of _____, A.D., 20____.
Richard Radcliffe Laura Radcliffe

NOTARY CERTIFICATE:

STATE OF ILLINOIS }
COUNTY OF COOK } SS.
I, _____, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that Richard P. Radcliffe and Laura R. Radcliffe, husband and wife respectively, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as Owners, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, for the use and purposes therein set forth.
Given under my hand and Notarial Seal, this _____ day of _____, A.D., 20____.
NOTARY PUBLIC

OWNER CERTIFICATE:

STATE OF ILLINOIS }
COUNTY OF COOK } SS.
We, Carl Hardie and Rebecca Hardie, husband and wife respectively, do hereby certify that we are Owners of record of part of the property described heron, and that we have caused the same to be surveyed for the purpose of subdividing it into two (2) lots as shown hereon.
Dated this _____ day of _____, A.D., 20____.
Carl Hardie Rebecca Hardie

NOTARY CERTIFICATE:

STATE OF ILLINOIS }
COUNTY OF COOK } SS.
I, _____, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that Carl Hardie and Rebecca Hardie, husband and wife respectively, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as Owners, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, for the use and purposes therein set forth.
Given under my hand and Notarial Seal, this _____ day of _____, A.D., 20____.
NOTARY PUBLIC

MORTGAGEE CERTIFICATE:

STATE OF _____ }
COUNTY OF _____ } SS.
(Print mortgagee name)
as Mortgagee, under the provisions of a certain mortgage Dated _____ A.D. 20____
and recorded in the Recorder of Deeds office of _____ County, Illinois on the _____ day of _____, A.D., 20____ as Document No. _____
(Date) (Month) (Year)
hereby consents to and approves the subdivision of the land and the granting of the easement(s) depicted hereon.
Dated this _____ day of _____, A.D., 20____.
Print Mortgagee name: _____
By: _____ Attest: _____
Its: _____ Its: _____

NOTARY CERTIFICATE:

STATE OF _____ }
COUNTY OF _____ } SS.
The undersigned, a notary public in the county and state aforesaid, do hereby certify that
(Name) _____ (Title) _____
of _____ and (Name) _____
(Title) _____ of _____
who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such
(Title) _____ and (Title) _____ respectively,
appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act
of said _____, as Mortgagee, for the uses and purposes therein set forth.
Given under my hand and seal
This _____ day of _____, 20____.

B.H. SUHR & COMPANY, INC.	
R. R. HANSEN MEMBER: I.P.L.S.A. N.S.P.S.	SURVEYORS ESTABLISHED 1911 450 SKOKIE BLVD. SUITE 105, NORTHBROOK, ILLINOIS, 60062 TEL. (847) 864-6315 / FAX (847) 864-9341 E-MAIL: SURVEYOR@BHSUHR.COM
LOCATION 1165-1177 ASH STREET	SURVEY DATE, MARCH 20 20
ORDER No. 20-005-SUB	ORDERED BY: RICHARD AND LAURA RADCLIFFE
Professional Design Firm License No. 184.008027-0008	
FC © 2009 B. H. Suhr & Company, Inc. All rights reserved.	

PRELIMINARY 5/8/2020 FOR REVIEW

EXISTING P.L.N.'S 05-20-116-037-0000 05-20-116-038-0000 05-20-116-031-0000	LOT 1: SEND TAX BILL TO: RL RADCLIFFE 1177 ASH STREET WINNETKA, ILLINOIS 60093	LOT 2: SEND TAX BILL TO: CARL AND REBECCA HARDIE 1165 ASH STREET WINNETKA, ILLINOIS 60093	SUBMITTED BY AND RETURN PLAT TO: VILLAGE OF WINNETKA DEPARTMENT OF COMMUNITY DEVELOPMENT 510 GREEN BAY ROAD WINNETKA, IL 60093
---	---	--	--

EXHIBIT C

UNCONDITIONAL AGREEMENT AND CONSENT

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

WHEREAS, Richard and Laura Radcliffe (the "**Radcliffe's**"), are the record title owners of the parcel of real property commonly known as 1177 Ash Street, which consists of 9,005 square feet, and legally described in **Exhibit A** attached to and, by this reference, made a part of this Ordinance ("**Radcliffe Parcel**"); and

WHEREAS, Carl and Rebecca Hardie (the "**Hardie's**"), are the record title owners of the parcel of real property commonly known as 1165 Ash Street, which consists of 10,805 square feet, and legally described in Exhibit A ("**Hardie Parcel**"); and

WHEREAS, the Radcliffe's are also the record title owners of the vacant parcel of real property situated between the Radcliffe Parcel and the Hardie Parcel, commonly known as 1171 Ash Street, which consists of 9,005 square feet, and legally described in Exhibit A ("**Vacant Parcel**") (the Radcliffe Parcel, Hardie Parcel, and Vacant Parcel are, collectively, the "**Subject Property**"); and

WHEREAS, the Radcliffe's wish to convey the easternmost 25 feet of the Vacant Parcel to the Hardie's (together with the Hardie Parcel, the "**Proposed Hardie Lot**") (the remaining portion of the Vacant Parcel together with the Radcliffe Parcel is the "**Proposed Radcliffe Lot**"); and

WHEREAS, the Radcliffe's and the Hardie's (collectively, the "**Applicants**") desire to: (i) subdivide the Vacant Parcel; and (ii) consolidate their respective shares of the Vacant Parcel into the Proposed Radcliffe Lot and the Proposed Hardie Lot ("**Proposed Subdivision**"); and

WHEREAS, the Applicants filed an application with the Village for: (i) approval of a final plat of subdivision for the Proposed Subdivision ("**Final Plat**"); and (ii) a zoning variation from Section 17.30.060 of the Zoning Ordinance to permit the Proposed Hardie Lot to have a side yard setback of 5.58 feet ("**Variation**") (collectively, the "**Requested Relief**"); and

WHEREAS, Ordinance M-9-2020, adopted by the Village Council on _____, 2020 ("**Ordinance**"), approved the Requested Relief; and

WHEREAS, Section 11 of the Ordinance provides, among other things, that the Ordinance will be of no force or effect unless and until the Applicants 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 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.

{00115593.2}

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 approval of the Final Plat and grant of the Variation 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 approving the Final Plat and granting the Variation.

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.

[SIGNATURE PAGE FOLLOWS]

Dated: _____, 2020

ATTEST: RICHARD RADCLIFFE

By: _____

ATTEST: LAURA RADCLIFFE

By: _____

ATTEST: CARL HARDIE

By: _____

ATTEST: REBECCA HARDIE

By: _____

David Schoon

From: Richard Radcliffe [REDACTED] >
Sent: Wednesday, July 29, 2020 3:31 PM
To: David Schoon
Cc: Todd Stephens; CHardie [REDACTED]; beccahardie [REDACTED]; Laura Radcliffe
Subject: 1171 Ash Street Restrictive Covenant

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

Dear David,

As we move ahead with the Radcliffe-Hardie Subdivision the recent title search on the R. and L. Radcliffe Subdivision which was recorded in 1998 revealed a restrictive covenant that was required by the Village of Winnetka in order for us to reestablish 1171 Ash Street (lot 2 in the R. and L. Radcliffe Subdivision) as a buildable lot for a single family home. Once the new Radcliffe-Hardie Subdivision is recorded with the Cook County Recorder the R. and L. Radcliffe Subdivision will be superseded by the Radcliffe-Hardie Subdivision with new lot lines; 1171 Ash Street (Lot 2) will no longer exist and will be incorporated into 1165 Ash and 1177 Ash Street. This new subdivision, as you recall, will prevent a single family house from being built since the 50' lot is being divided in two. We and the Hardies ask that the restrictive covenant recorded as number 080015455 as part of the 1998 R. and L. Radcliffe Subdivision be removed since a single family can no longer be built and the new Radcliffe-Hardie Subdivision will result in less building density and less lot coverage. The whole reason the village created the restrictive covenant was because we were reestablishing a lot for a new single family house. Furthermore, the restrictive covenant is a "condition of issuance of any building permits for development of lot 2" (per restrictive covenant contained in plat of subdivision recorded November 11, 1998 as document number 089001545). Lot 2 will cease to exist after the recording of the Radcliffe-Hardie Subdivision.

As you know, we have had great support for this new subdivision from our neighbors and unanimous support from the Plan Commission, the Zoning Board of Appeals, and the Village Council. Several members in our hearings enthusiastically applauded the fact that we opted to subdivide the lot with our neighbors, the Hardies. This new subdivision would make the R. and L. Radcliffe Subdivision obsolete and therefore the restrictive covenant that was created for lot 2 obsolete.

As we and the Hardies have expressed during all three hearings, we do not currently have plans to add on to our homes but we will gladly comply with any and all existing zoning regulations in effect at the time if and when any building plan is submitted. All we ask is that we are required to follow the same regulations as other property owners and not be held to a more restrictive regulation with relationship to detention facilities.

We would like to move ahead with the Radcliffe-Hardie Subdivision but are currently at a roadblock and respectfully request the village to remove the restrictive covenant.

Thank you for your time and consideration,

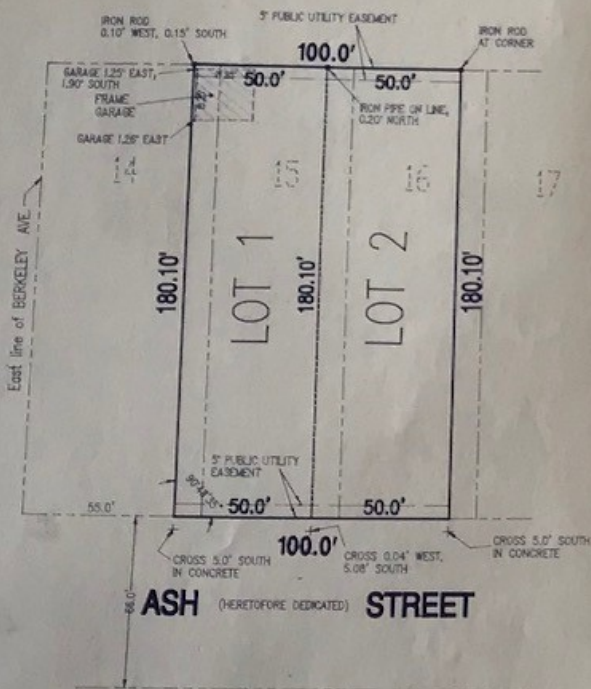
Richard and Laura Radcliffe

[REDACTED]
1177 Ash Street
Winnetka IL 60093-2103

08001545

R. AND L. RADCLIFFE SUBDIVISION

BLOCK 4 IN WINNETKA MANOR, IN THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.



RECORDING FEE: 107
DATE: 11-5-98
COPIES: 6

F 107 A
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DECLARATION OF RESTRICTIVE COVENANTS:
FOR THE BENEFIT OF THE PROPERTY COVERED BY THIS PLAT OF SUBDIVISION R. AND L. RADCLIFFE SUBDIVISION AND FOR THE BENEFIT OF ALL THOSE WHO ARE OR BECOME OWNERS OF ADJOINING PROPERTIES, THE OWNERS OF THE PROPERTY COVERED BY THIS PLAT OF SUBDIVISION R. AND L. RADCLIFFE SUBDIVISION HEREBY DECLARE THAT THE PROPERTY SHALL BE HELD, TRANSFERRED, AND OCCUPIED SUBJECT TO THE FOLLOWING CONDITIONS AND COVENANTS:
1. PRIOR TO AND AS A CONDITION OF ISSUANCE OF ANY BUILDING PERMITS FOR DEVELOPMENT OF LOT 2, PLANS SHALL BE SUBMITTED TO THE VILLAGE ENGINEER FOR HIS APPROVAL FOR DETENTION FACILITIES CAPABLE OF DETAINING THE RUNOFF FROM THE ENTIRE PARCEL ON WHICH THE DEVELOPMENT PERMIT IS BEING SOUGHT FROM A 25-YEAR STORM EVENT, WITH A MAXIMUM ALLOWABLE RELEASE RATE EQUAL TO THE RATE OF RUNOFF OF THE ENTIRE PARCEL IN ITS DEVELOPED STATE AS DESCRIBED ON THE PLAT OF SURVEY PREPARED BY B. H. SUHR & COMPANY AND DATED OCTOBER 26, 1999 FROM A 3-YEAR STORM EVENT. SUCH DETENTION FACILITIES SHALL BE COMPLETED PRIOR TO AND AS A CONDITION OF ISSUANCE OF A CERTIFICATE OF OCCUPANCY FOR LOT 2.

AN EASEMENT IS HEREBY GRANTED TO THE VILLAGE OF WINNETKA FOR PUBLIC UTILITIES, IN, UPON, ALONG, OVER AND UNDER THOSE PARTS OF THE LOTS INDICATED ON THIS PLAT AND MARKED UTILITY EASEMENT, TO INSTALL, CONSTRUCT, LAY, MAINTAIN, OPERATE, RELOCATE, RENEW AND REMOVE NECESSARY EQUIPMENT FOR PUBLIC UTILITY PURPOSES TOGETHER WITH THE RIGHTS OF INGRESS TO AND EGRESS FROM THE EASEMENT AND ALSO TO TRIM AND REMOVE SUCH TREES, BUSHES, AND SHRUBS AND LANDSCAPING AS MAY BE REASONABLY REQUIRED INCIDENTAL TO THE INSTALLATION AND MAINTENANCE OF UTILITY FACILITIES. THE EASEMENT MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING, WOODEN FENCES AND OTHER PURPOSES THAT DO NOT INTERFERE WITH THE USE OF THE EASEMENT, BUT NO PERMANENT BUILDINGS OR STRUCTURES OTHER THAN THOSE EXISTING ON THE EASEMENT AT THE TIME OF THIS GRANT AND SHOWN ON THE PLAT SHALL BE ALLOWED ON THE EASEMENT.

STATE OF ILLINOIS } ss
COUNTY OF COOK }
We, Richard P. Radcliffe and Laura R. Radcliffe, husband and wife, do hereby certify that We are the Title Owners of the property described hereon, and that We have caused the same to be surveyed for the purpose of subdividing it into two (2) Lots, as shown hereon.
Dated this 24th day of June, A.D., 1998

Richard P. Radcliffe
Laura R. Radcliffe

STATE OF ILLINOIS } ss
COUNTY OF COOK }
I, Emily Braun, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that Richard P. Radcliffe and Laura R. Radcliffe, husband and wife, respectively, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as Owners of the property described hereon, appeared before me this day in person and acknowledged that They signed and delivered the said instrument as their own free and voluntary act, for the uses and purposes therein set forth.
Given under my hand and Notarial seal, this 24th day of June, A.D., 1998



I DO NOT FIND ANY DELINQUENT OR UNPAID CURRENT GENERAL TAXES, SPECIAL ASSESSMENTS OR UNPAID CORP. OR IND. ASSESSMENTS AGAINST THE TRACT OF LAND IN THE ABOVE PLAN.
D. D. On
DATE 11-5-98

STATE OF ILLINOIS } ss
COUNTY OF COOK }
Approved this 24th day of June, A.D., 1998 by the Village Engineer of the Village of Winnetka, Cook County, Illinois.

Kenneth D. Kuen
Village Engineer

STATE OF ILLINOIS } ss
COUNTY OF COOK }
Edward F. McKee, Jr., Village Collector of the Village of Winnetka, Illinois, do hereby certify that there are no delinquent or unpaid current or forfeited special assessments, or any deferred installments thereon that have been apportioned against the tract of land included in this plat of Subdivision.
Dated this 24th day of June, A.D., 1998

Edward F. McKee Jr.
Village Collector

STATE OF ILLINOIS } ss
COUNTY OF COOK }
Approved by The Plan Commission of the Village of Winnetka, Illinois, this 24th day of June, A.D., 1998

Attest: Brian J. [Signature]
SECRETARY

Attest: [Signature]
CHAIRMAN, PLAN COMMISSION

STATE OF ILLINOIS } ss
COUNTY OF COOK }
Approved by the Water & Electrical Department Director of the Village of Winnetka, Illinois, this 19th day of August, A.D., 1998

[Signature]
Water and Electrical Department Director

STATE OF ILLINOIS } ss
COUNTY OF COOK }
Approved by the President and Board of Trustees of the Village of Winnetka, Illinois, this 1st day of September, A.D., 1998

Attest: [Signature]
Clerk

[Signature]
Village President, Winnetka, IL

STATE OF ILLINOIS } ss
COUNTY OF COOK }
B. H. SUHR & COMPANY, INC., does hereby certify that it has surveyed the following described property for the purpose of Subdividing it into two (2) Lots as shown hereon:

The East 10 ft. of Lot 14 and the West 40 ft. of Lot 15 in Block 4, Winnetka Manor, a Subdivision of the South 45 acres of the West 90 acres of the Northwest quarter of Section 20, Township 42 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

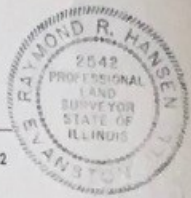
Also:
Lot 15 (except the West 40 ft.) and the West 40 ft. of Lot 16, in Block 4, Winnetka Manor, a Subdivision of the South 45 acres of the West 90 acres of the Northwest quarter of Section 20, Township 42 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.
Dimensions are shown in feet and decimal parts thereof and are correct at 62 degrees Fahrenheit.

It, further certifies that this property is situated in Zone "A", (areas of 100-year flood; base flood elevations and flood hazard factors not determined), as designated by Flood Insurance Rate Map, Community-Panel No.170176 0003 B, effective date: November 19, 1980.

It, further certifies that the property shown on the plat hereon drawn is within the Village of Winnetka, Illinois, which has adopted a Village Plan and is exercising the Special Powers authorized by division 12 of article 11 of the municipal code, as heretofore and hereafter amended.

Dated at Evanston, Illinois, this 28th day of April, A.D., 1998.

B. H. SUHR & COMPANY, INC.
SURVEYORS
By: [Signature]
RAYMOND R. HANSEN
Illinois Professional Land Surveyor No.2542



B.H. SUHR & COMPANY, INC.

H. R. SMITH
R. R. HANSEN
MEMBERS: Illinois Professional Land Surveyors Association

SURVEYORS ESTABLISHED 1911
1415 SHERMAN AVE., EVANSTON, ILLINOIS 60201
Chicago Tel. (773) 273-5315 Evanston Tel. (847) 864-6315

BOOK 98 PAGE 532 ORDER No. 98-532

ORDER BY: LAURA R. RADCLIFFE EVANSTON, APRIL 28, 1998

SEND TAX BILL TO:
RICHARD P. AND LAURA R. RADCLIFFE
1177 ASH STREET,
WINNETKA, ILLINOIS 60093-2103
EXISTING PIN #s: 05-20-116-035-0000
05-20-116-036-0000

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



Agenda Item Executive Summary

Title: Resolution No. R-47-2020: Amendment to Development Agreement and Restrictive Covenants - 630 Pine Lane (Adoption)

Presenter: Brian Norkus, Assistant Community Development Director

Agenda Date: 08/18/2020

Consent: ☐ YES ☒ NO

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

Item History:

In 2007 the Village Council approved a three-lot subdivision of the parcel at 630 Pine Lane, which included certain conditions of approval including designating the 1922 residence at 630 Pine Lane, located on Lot 2 of the Subdivision, as a designated Landmark. In 2013, at the owners' request, the Council adopted Ordinance M-3-2013 approving the de-listing and demolition of the 630 Pine Lane home and imposing conditions on new construction on Lot 2, including increased setback requirements, reduced building height, and building size limits intended to ensure that new construction be consistent with the characteristics of the 1922 residence.

On July 21, 2020, the Village Council considered an application to amend certain restrictive covenants established in 2013, but did not take action at that meeting, continuing the matter ultimately to the August 18, 2020 Council agenda.

Executive Summary:

On July 21, the Village Council considered a request by the owners of 630 Pine Lane, for modification of certain restrictive covenants on the Subject Property, and to amend the subdivision development agreement to allow sale and development of the Subject Property to a third party.

At that meeting, the Council received written comment from five neighboring property owners. The Council continued the matter without taking action, requesting that the applicants and/or prospective purchasers of the subject property (a) submit a site plan depicting the location of the proposed new residence, and (b) conduct outreach to neighboring property owners who submitted written comment for the Council's July 21 meeting.

Attached Supplemental Application Materials prepared by the prospective purchasers, Adam and Samantha Weinberg, includes a site plan of the proposed new residence and a summary of the neighbor outreach efforts they conducted (Attachment B).

Additional public comment received by the Village is also included (Attachment C).

Recommendation:

Consider adoption of Resolution No. R-47-2020 which would approve amendments to the Development Agreement and Restrictive Covenants for the Subject Property at 630 Pine Lane (Lot 2 in 630 Pine Lane - CBI Subdivision).

Attachments:

Staff Report

Attachment A: Resolution No. R-47-2020

Attachment B: Supplemental Application Materials prepared by Adam and Samantha Weinberg

Attachment C: Additional Public Comment Received



MEMORANDUM VILLAGE OF WINNETKA

COMMUNITY DEVELOPMENT DEPARTMENT

TO: VILLAGE COUNCIL

FROM: BRIAN NORKUS, ASSISTANT DIRECTOR OF COMMUNITY DEVELOPMENT

DATE: AUGUST 12, 2020

SUBJECT: CASE NO. 20-20-SD: REQUESTED AMENDMENT TO DEVELOPMENT AGREEMENT (630 PINE LANE - CBI BUILDERS SUBDIVISION)

CONTINUED FROM JULY 21, 2020 COUNCIL MEETING

INTRODUCTION

On August 18, 2020 the Village Council is scheduled to resume consideration of a request submitted by *Pine Lane LLC* through its members Thomas and Suzanne Murphy (the “Applicants”), requesting modifications to zoning restrictive covenants for a parcel located at 630 Pine Lane (the “Subject Property”).

The Council first considered this matter at its July 21 meeting, where it received a staff presentation as well as written comments from five (5) neighboring residents. Samantha and Adam Weinberg, prospective purchasers of the Subject Property were present at the July 21 meeting and offered the Council a brief verbal description of their contemplated new home on the Subject Property.

Following discussion by the Council, the matter was continued to the Council’s August 4, 2020 agenda, with the Council requesting that the Weinbergs submit a copy of their site plan depicting the location of the new home, as well as the Applicants and/or Weinbergs reaching out to neighbors who submitted public comment. Given that outreach with the neighbors had yet to occur in time for the August 4 Council meeting, this matter was continued to the August 18 meeting.

SUPPLEMENTAL MATERIALS

The attached Supplemental Application Materials have been prepared by Adam and Samantha Weinberg, received on August 7, 2020, and included herewith as Attachment B. The materials include a site plan showing the location of their proposed home and accessory buildings on the property as well as their outreach efforts with the neighbors.

Site Plan. Figure 1 on the next page includes an excerpt of the site plan submitted by the Weinberg’s showing the 4,500-5,500 square foot home they plan to construct on the Subject Property (a full-size version is included in Attachment B). The site plan also shows the location of the existing stormwater detention vault and trees on the property. As shown, the proposed home appears to fall within the existing restrictive covenant setback requirements. However, two potential accessory structures, a greenhouse and a playhouse, would not. The Weinbergs continue to request that the Council approve their requested amendments to the restrictive covenant so as not limit future use of the property and thus its value if they should ever choose to sell the property.

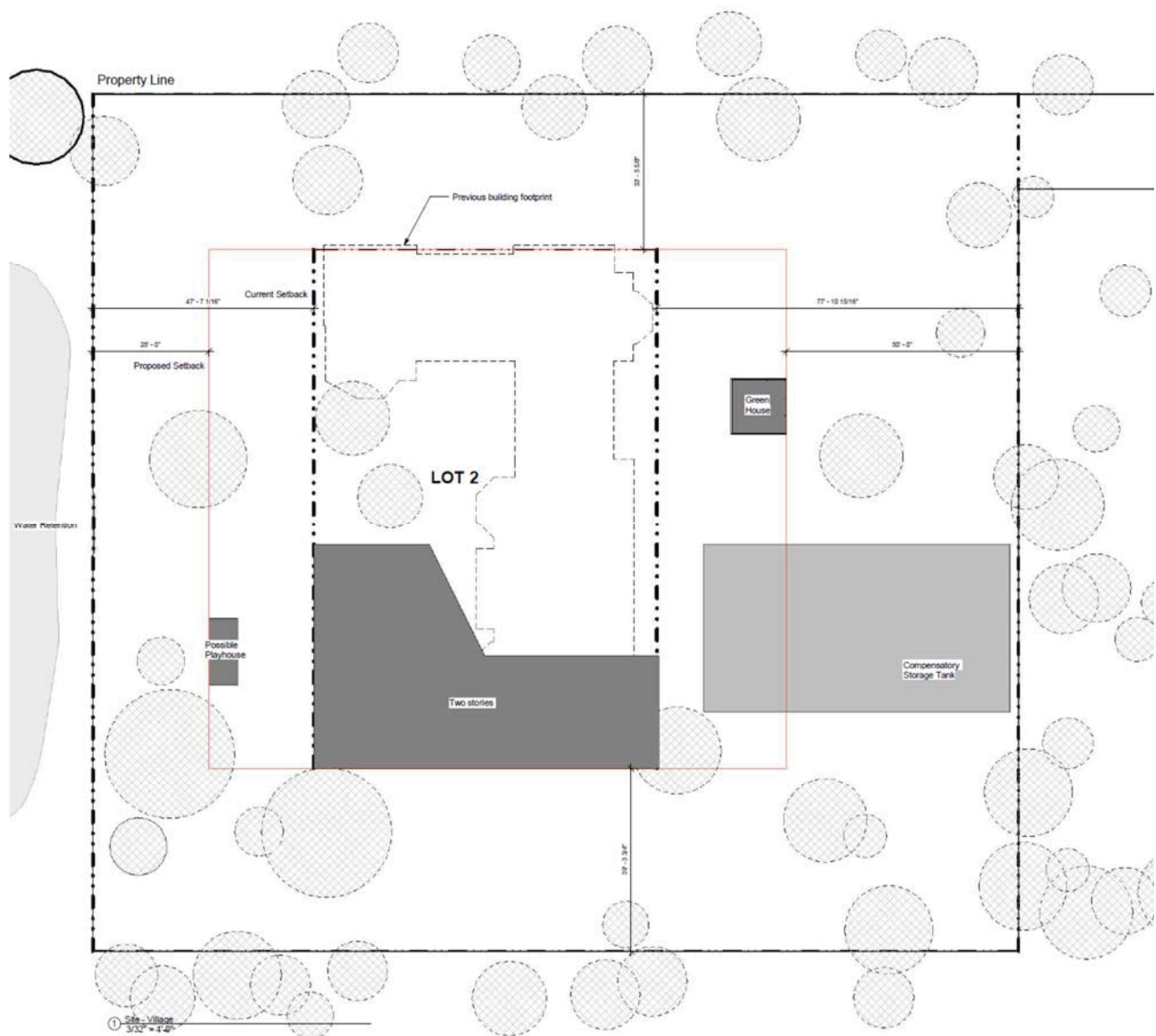


Figure 1 - Weinberg's Proposed Site Plan

Additional Public Comment. Following the July 21 Council meeting, the Weinbergs reached out to the five neighbors who presented written comments at the July 21 Council meeting. Figure 2 on the following page provides an overview of the location of each of the five neighbors' locations relative to the Subject Property. The supplemental application materials submitted by the prospective purchasers describe their efforts to reach out to all five neighboring property owners by email, and they have noted more than one instance where they were unsuccessful in making contact.

Additional written comments were received by Community Development Department from the owners of 1215 Pine Street (received 8/12), 624 Pine Lane (received 8/12) and 644 Pine Lane (received 8/13 from a new property owner as of 8/12), included as Attachment C.

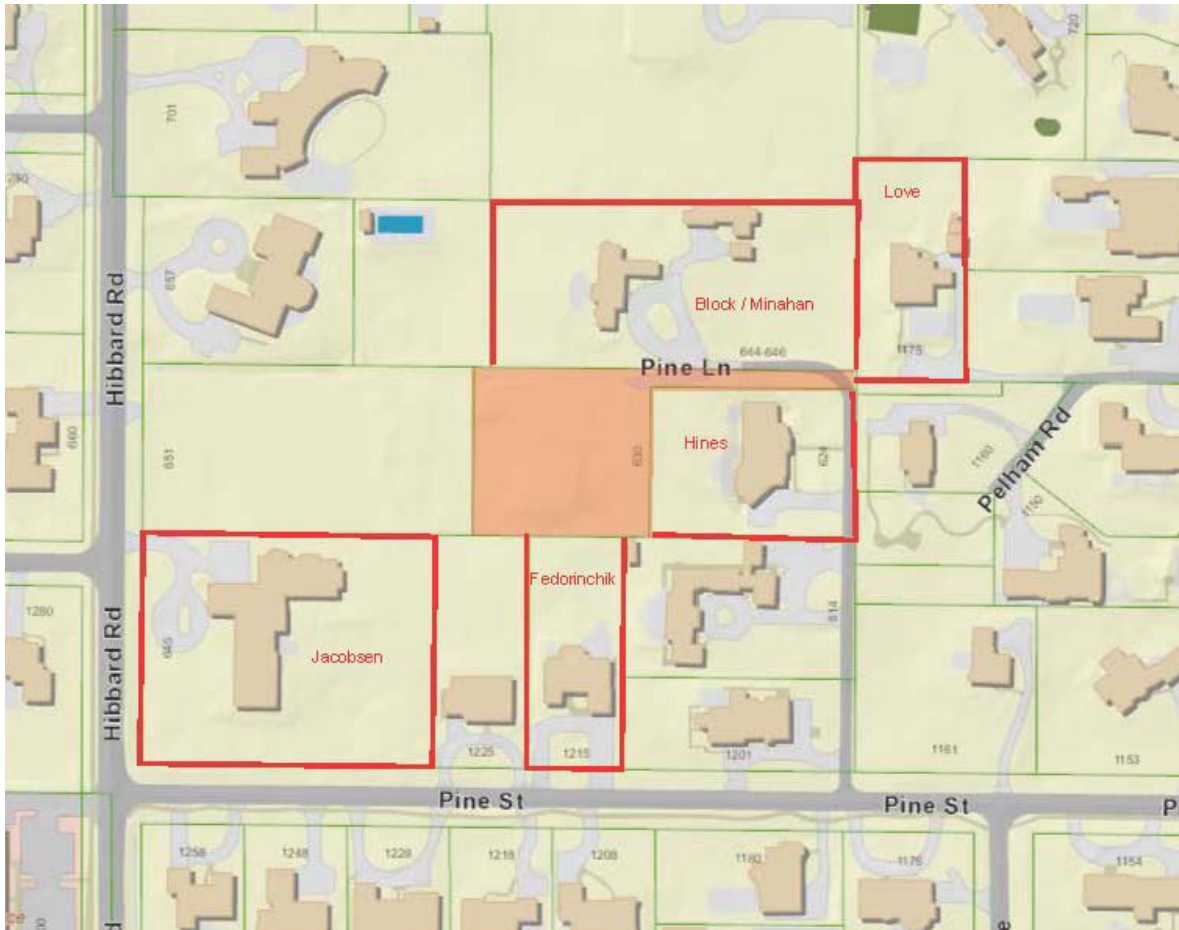


Figure 2 – Neighboring residents submitting written public comments at the July 21 Council meeting

The requested amendments to the Development Agreement remain unchanged from the July 21 Village Council meeting and are as follows:

1. Elimination of the current restrictive covenant increasing the front yard (east) setback on Lot 2 to 77.91 feet, in favor of **reducing the front yard setback to the standard R-2 Zoning requirement of 50 feet.**
2. Elimination of the current restrictive covenant increasing the rear yard (west) setback on Lot 2 to 47.59 feet, in favor of **reducing the rear yard setback to the standard R-2 Zoning requirement of 25 feet.**
3. Increase in allowable Roofed Lot Coverage from current restrictive covenant of 4,675 square feet, to a **total permitted Roofed Lot Coverage of 7,000 square feet** [but which remains less than the standard zoning limit of 10,490 square feet (25% of lot area)].
4. Elimination of the restrictive covenant on allowable Total Impermeable Surface Area from current restrictive covenant of 15,432 square feet, to a **total permitted Roofed Lot Coverage of 20,819 square feet**, equivalent to the standard zoning limit of 20,819 square feet (50% of lot area).
5. Increase in allowable Maximum Building Height from current restrictive covenant of 29.0 feet, to a **maximum building height of 30 feet** [but which remains less than the standard zoning limit of 33.0 feet].
6. In addition to the above zoning related amendments, the Applicants are requesting **modification of the Development Agreement to expressly allow the sale and development of the Subject Property to a third party**, versus the original Development Agreement's contemplated development by the Applicant.

The Applicant's requested modifications to zoning restrictive covenants listed on the prior page are depicted in Figure 3 below.

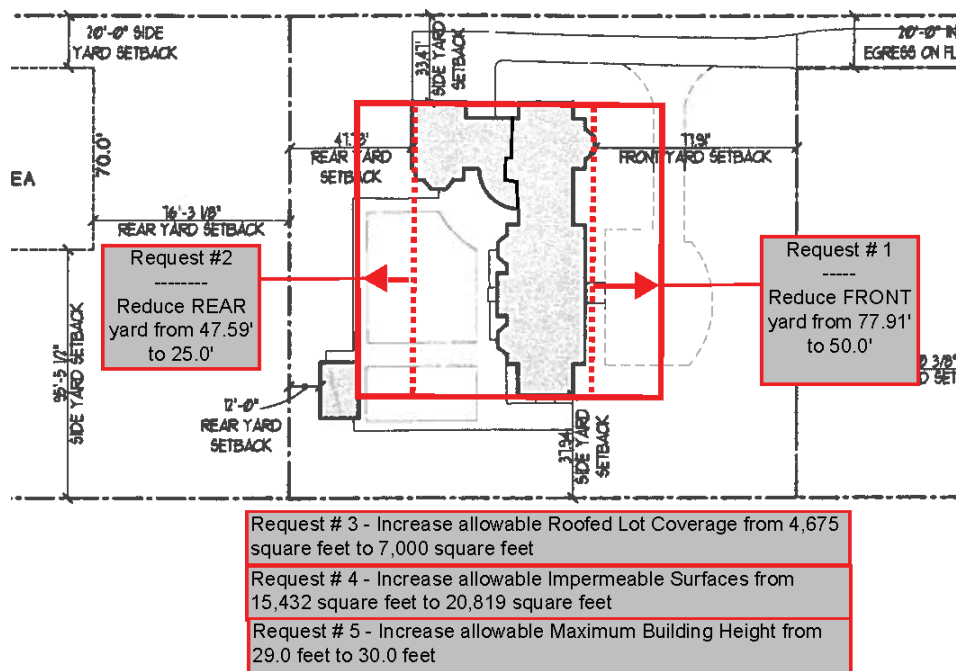


Figure 3

The Applicant is not requesting revision to the following remaining zoning restrictive covenants, which would remain in effect for the Subject Property:

- A. Minimum required north side yard of 12.0 feet was previously increased to 33.47 feet.
- B. Minimum required total side yards of 55.65 feet was previously increased to 72.78 feet.
- C. Maximum Gross Floor Area was previously reduced from 10,347 square feet to 9,275 square feet.

RECOMMENDATION

Following conclusion of public comment and Council discussion, the Council may wish to consider adoption of Resolution R-47-2020 (Attachment A), which would (a) amend the Development Agreement governing the development of Lots 1 and 2 in the *630 Pine Lane – CBI Subdivision*, authorizing the sale of those lots to a third party for development and (b) would amend the zoning restrictive covenants pertaining to (1) Minimum Front Yard Setback, (2) Minimum Rear Yard Setback, (3) Maximum Roofed Lot Coverage, (4) Maximum Impermeable Surfaces, and (5) Maximum Building Height, as outlined above.

ATTACHMENTS

Attachment A: Resolution R-47-2020 Amending Restrictive Covenants

Attachment B: Supplemental Application Materials prepared by Adam and Samantha Weinberg

Attachment C: Additional Public Comment Received

**A RESOLUTION APPROVING AN AMENDMENT TO DECLARATION OF
RESTRICTIVE COVENANTS AND TEMPORARY EASEMENTS AND
DEVELOPMENT AGREEMENT
BETWEEN THE VILLAGE OF WINNETKA AND PINE LANE LLC
(630 PINE LANE)**

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 November 7, 2006, pursuant to Ordinance No. M-03-2007 the Village approved an application submitted by GBM Developers, LLC, an Illinois Limited Liability Company, and CBI Custom Homes, Inc, formerly an Illinois corporation (collectively, “**Developer**”) for a final plat of subdivision consisting of three lots for the property located at 630 Pine Lane, entitled 630 Pine Lane – CBI Subdivision (“**Subdivision**”); and

WHEREAS, on March 6, 2007, pursuant to Resolution No. R-43-2007, the Village approved a development agreement (“**Development Agreement**”) with the Developer to construct two, new single-family residences on Lots 1 and 3 of the Subdivision, and

WHEREAS, the Development Agreement called for preserving the existing home on Lot 2 (“**Subject Property**”) for historical purposes; and

WHEREAS, on March 19, 2013, pursuant to Ordinance No. M-3-2013, the Village rescinded the landmark designation for the existing home on Lot 2 of the Subject Property (“**Landmark Rescission Ordinance**”); and

WHEREAS, as a condition of the Landmark Recession Ordinance, the Developer recorded a Declaration of Restrictive Covenants and Temporary Construction Easement dated June 19, 2013 (“**Declaration**”), which Declaration may not be amended without the consent of the Village; and

WHEREAS, the Development Agreement required certain restrictive covenants on the Subject Property to assure that a newly built residence maintains the existing neighborhood context, while allowing development on the Subject Property (“**Covenants**”); and

WHEREAS, Pine Lane LLC (“**Owner**”) is the current owner of Lot 1 and Lot 2 in the Subdivision; and

WHEREAS, Owner has entered into an agreement to sell the Subject Property (Lot 2 of the Subdivision) and, as a condition of such agreement, has requested the Village to amend the Development Agreement and Declaration to allow for the transfer of Lot 2 and allow for the desired development of Lot 2 (“**Proposed Amendments**”); and

WHEREAS, the Village Council has determined that it is in the best interests of the Village and its residents to enter into the First Amendment to the Development Agreement with the Owner;

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

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

SECTION 2: APPROVAL OF AMENDMENT TO THE DEVELOPMENT AGREEMENT AND DECLARATION. The Village Council approves the Amendment to the Development Agreement and Declaration in substantially the form attached to this Resolution as **Exhibit A** and in a final form approved by the Village Attorney ("*Amendment*").

SECTION 3: AUTHORIZATION TO EXECUTE AMENDMENT TO THE DEVELOPMENT AGREEMENT AND DECLARATION. 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 Amendment after receipt by the Village Manager of two executed copies of the final Amendment from Owner; provided, however, that if the Village Manager does not receive two executed copies of the final Amendment from Owner within 30 days after the date of adoption of this Resolution, then this authority to execute and seal the final Amendment to the Development Agreement will, at the option of the Village Council, be null and void.

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 21st day of July, 2020, pursuant to the following roll call vote:

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

Signed

Village President

Countersigned:

Village Clerk

{00115915.2}

July 21, 2020
R-47-2020

EXHIBIT A

AMENDMENT TO THE DEVELOPMENT AGREEMENT AND DECLARATION

**AMENDMENT TO DECLARATION OF RESTRICTIVE COVENANTS AND
TEMPORARY EASEMENTS AND DEVELOPMENT AGREEMENT
BETWEEN THE VILLAGE OF WINNETKA AND PINE LANE LLC**

THIS AMENDMENT (“*Amendment*”) is made as of this ____ day of _____, 2020 (“*Execution Date*”) by and between the **VILLAGE OF WINNETKA**, an Illinois home rule municipal corporation (“*Village*”), and **PINE LANE LLC**, an Illinois limited liability company (“*Owner*”).

RECITALS

WHEREAS, on November 7, 2006, pursuant to Ordinance No. M-03-2007, the Village approved an application submitted by GBM Developers, LLC, an Illinois Limited Liability Company, and CBI Custom Homes, Inc, formerly an Illinois corporation (collectively, “*Prior Owners*”) for a final plat of subdivision consisting of three lots for the property located at 630 Pine Lane (“*Subdivision*”); and

WHEREAS, the Village and Owner entered into that certain Development Agreement dated November 6, 2007 and recorded with Cook County Recorder of Deeds as Document No. 0801722074 (“*Development Agreement*”), which Development Agreement, in part, permitted the Prior Developer to construct two, new single-family residences on Lots 1 and 3 of the Subdivision, and preserved the existing home on Lot 2 (“*Subject Property*”) for historical purposes; and

WHEREAS, in 2013, the Prior Owners applied to the Village to remove a landmark designation from Lot 2 of the Subject Property, which application the Village granted provided that the Prior Owner record against the Subject Property that certain Declaration of Restrictive Covenants and Temporary Construction Easement dated June 19, 2013, and recorded with the Cook County Recorder of Deeds as Document No. 1317516076 (“*Declaration*”); and

WHEREAS, the Subject Property has been acquired by Owner; and

WHEREAS, Owner has entered into a purchase and sale agreement to sell the Subject Property, and as a condition of such agreement, has requested that the Village amend the Development Agreement and Declaration to remove certain restrictions and covenants that apply to the Subject Property; and

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Amendment, the receipt and sufficiency of which are hereby acknowledged, the Village and Owner agree as follows:

SECTION 1. RECITALS.

The foregoing recitals are hereby incorporated into, and made a part of, this Amendment as if fully set forth herein.

SECTION 2. DEFINITIONS; RULES OF CONSTRUCTION.

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

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

SECTION 3. AMENDMENT TO DEVELOPMENT AGREEMENT.

The Village and Owner acknowledge and agree that Section 11.G of the Development Agreement is hereby amended to add a new subparagraph 11.G.5, which shall be and read as follows:

“5. Purchase of Lot 2. Notwithstanding any other provision to the contrary in this Development Agreement, Developer shall be permitted, without any additional approvals from the Village, to transfer Lot 2 of the subdivided Subject Property to Mr. and Mrs. Adam J. Weinberg (“*Purchasers*”), and Purchasers shall be: (i) deemed a “Permitted Transferee” for purposes of this Development Agreement; and (ii) the Development shall be binding upon Purchasers automatically upon Purchasers obtaining title to all or any portion of Lot 2 of the subdivided Subject Property.”

SECTION 4. AMENDMENT TO DECLARATION.

The Village and Owner agree that Exhibit A of the Declaration is hereby amended and replaced in its entirety with **Exhibit A** to this Amendment

SECTION 5. RECORDING; BINDING EFFECT.

A copy of this Amendment will be recorded in the Office of the Cook County Recorder of Deeds against the Subject Property. This Amendment and the privileges, obligations, and provisions contained herein run with the Subject Property and inure to the benefit of, and are and will be binding upon, Owner and its personal representatives, successors, and assigns.

SECTION 6. REPRESENTATIONS.

A. By the Village. The Village hereby represents and warrants that: (1) the persons executing this Amendment on its behalf have been properly authorized to do so by the Corporate Authorities; (2) it has full power and authority to execute and deliver this Amendment and to perform all of its obligations imposed pursuant to this Amendment; and (3) this Amendment

constitutes a legal, valid and binding obligation of the Village enforceable in accordance with its terms.

B. By Owner. Owner hereby represents and warrants that: (1) it has full power and authority to execute and deliver this Amendment and to perform all of its obligations imposed pursuant to this Amendment; and (2) this Amendment constitutes a legal, valid and binding obligation of Owner enforceable in accordance with its terms.

IN WITNESS WHEREOF, the Village and Owner have hereunto set their hands on the date first above written.

ATTEST:

VILLAGE OF WINNETKA,
an Illinois home rule municipal corporation

Robert M. Bahan, Village Clerk

By: _____
Christopher Rintz
Its: Village President

ATTEST:

PINE LANE LLC, an Illinois limited liability
company

By: _____

By: _____

Its: _____

Its: _____

ACKNOWLEDGMENTS

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

This instrument was acknowledged before me on _____, 2020, by Christopher Rintz, the Village President of the **VILLAGE OF WINNETKA**, an Illinois home municipal corporation, and by Robert M. Bahan, the Village Clerk of said municipal corporation.

Given under my hand and official seal this ____ day of _____, 2020.

Notary Public

My Commission expires:_____

SEAL

STATE OF _____)
) SS.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2020, by _____, the _____ of **PINE LANE LLC**, an Illinois limited liability company, and by _____, the _____ of said limited liability company.

Given under my hand and official seal this ____ day of _____, 2020.

Notary Public

My Commission expires:_____

SEAL

EXHIBIT A

**Restrictive Zoning Covenant against Lot 2 of the CBI Subdivision
as to the Maximum Allowable
Gross Floor Area, Roofed Lot Coverage, Impermeable Surfaces and Building Height
and as to the Minimum Required
Front Setback, Side Yards and Rear Yard**

Zoning Standard	Restrictive covenant for Lot 2 of CBI Subdivision	Typical zoning requirement (R-2 Zoning District)
Gross Floor Area	9,275 s.f.	10,347 s.f.
Roofed Lot Coverage	7,000 s.f.	10,490 s.f.

Zoning Standard	Restrictive covenant for Lot 2 of CBI Subdivision	Typical zoning requirement (R-2 Zoning District)
Side Yard (north, minimum)	33.47 ft.	12 ft.
Side Yard (total)	72.78 ft. (33.47 ft.+39.31 ft.)	55.65 ft. (30%)
Building Height	30 ft.	33 ft.

Note: The above figures for maximum allowable Gross Floor Area, Roofed Lot Coverage, and Building Height reflect a reduction from the maximums allowable under the Winnetka Zoning Ordinance, and the minimum required side yard and rear yard reflect an increase over the minimums required under the Winnetka Zoning Ordinance, with both the limitations and requirements being conditions of the approval of the CBI Subdivision pursuant to Village Council Resolution R-25-2006.

**ATTACHMENT B
SUPPLEMENTAL APPLICATION
MATERIALS**

July 28th, 2020

To the members of the Winnetka Village Council,

Hi. We would like to take a second to introduce ourselves. We are Adam and Samantha Weinberg. We hope to buy 630 Pine Lane to build our forever home on and raise our children in this lovely neighborhood. As you know from our first meeting on the property, we want you to know we absolutely respect the natural beauty of this property and also our new neighbors. We will be responsible stewards of the land and plan to respect the space and privacy of neighbors. We also will make the health of the old growth trees the highest importance during our building process and throughout our time spent living at 630 Pine Lane. This is our family's neighborhood. Adam's grandfather built a house on Ardsley 100 yards from this lot in the 60's and lived there for 35 years. Adam's Uncle Dave lives on Blackthorn, two blocks up Pine Street. Adam played and coached for the Winnetka Hockey Club. He will be the third (and fourth) generation in a six block area. It is home.

Home placement and sizing:

After initially walking the land with Mr. Norkus, the vision of our house immediately came into sight. Having no prior knowledge of the history of the land and its restrictions, our vision has not really changed much. Due to the placement of some large oak trees in the middle of the property and going north, the placement of the home is extremely restricted. Again, protecting the old growth trees is of the utmost importance and one of the reasons we desire this property. Indeed, during that first meeting on the property with Mr. Norkus, the Village engineer included at our request the Village arborist as well as our own to ensure that outcome. The limits set by the compensatory storage tank and the tree placement forces us to tuck our home into a relatively small space with very minimal wiggle room. This placement also gives all the neighbors the most fair spacing from our home to allow privacy.

We do not want a McMansion. We are trying to build a home within 4,500-5,500 square feet that will have a bedroom for each of our family members and one guest room. We know there is concern about us building a huge home since we are asking for setback changes. We would like to reiterate that these changes do not have any bearing on the proposed size of the main structure of our home but allow some flexibility and the possibility for a future tasteful playhouse or the like without having to reengage the board's time in the future. The changes in zoning are also essential when purchasing the single biggest asset for our family. We refer to this as our "forever" home and who knows what happens if our family expands in the future and our needs change. From an investment standpoint we cannot afford to purchase this property knowing that 30 years from now it will have severely diminished value in comparison to the market. It would be akin to buying a brand new car worth \$50,000 and paying \$100,000. There is no way to justify it.

Impervious surface:

There was the issue raised about adding to the impervious surface allotment. After a meeting with Brian Norkus last year, he seemed to agree that the flag shape of the lot

made it necessary to add the increased impervious surface because our access will be long. Also, the 630 Pine Lane lot runs over a portion of Pine Lane that is a shared driveway with the neighbor to the north and drastically increases the impervious surface on our lot.

Construction Easement:

As stated in the original development agreement with the current owners and developer, the easement for construction is off of Hibbard Road. We plan to honor this with as little disruption to the neighbors as possible. The other consideration is to protect the underground water system and make sure that we don't disrupt the flow of water through the two lots or create water problems for our neighbors.

In conclusion, we respectfully request the Board grant the owner's request for variations. We have been working on this deal for about 11 months now and want to try and break ground this year. We want to reiterate that a huge home is not our plan. What is important is privacy for both us and our neighbors, respect of the natural landscape and beautiful old growth trees on the land, and making sure that what we are buying into has fair value in the future.

Sincerely,
Samantha and Adam Weinberg

Neighbor Contact

In this document I will describe how we, Samantha and Adam Weinberg have reached out to the neighbors in the 630 Pine Lane neighborhood and what response we have received. Our intention in making contact with the neighbors was to address their concerns and also to show them our plans of the location and size of our home that we want to build. We started our interactions by initially contacting Erin and Matthew Hines to meet in person and discuss our plans, followed by an email to each concerned neighbor. Given the current global pandemic, we do not feel it is responsible or respectful to knock on the neighbors doors or go to their homes. We made an exception with the Hines family given that we had already established a relationship with them and they were willing to meet despite the pandemic. Below please see each neighbor explained individually. We are listing the neighbors in order of most impacted by our proposed changes to least impacted, mostly based on distance from our lot.

Hines:

During our meeting with the Hines family it was our impression that they were put at ease by seeing our plans. Their greatest concern was that a buyer was going to build their main structure 25 feet closer to their home. Building closer to their home is not our intention and we expressed this fact to them. One thing that makes building closer to their home impossible is an underground water storage tank (shown on our site plan). They expressed that having a greenhouse or storage structure closer to their home and within the proposed easing of the setback distance did not bother them at all. This is a significant reason for our request for the setbacks to be more lenient is future flexibility with the building of a greenhouse, playhouse for our young children or other ancillary structures. The Hines family is now at ease with our plans and would support all changes we have proposed as long as we do not intend to build the main home closer to theirs, and as mentioned earlier this would be impossible given the underground water tank and tree placement.

Block/Minahan:

Mr. Block will no longer be a resident of the Village of Winnetka on August 12th. Mr. Block is closing on his home and selling it to Doug and Jessica Minahan. While I did receive correspondence back from Mr. Block that did seem more in support of our project than his initial letter, I do not feel that his testimony, one way or another, is relevant or fair if he will no longer be a resident in our neighborhood or the village at the time of our Village Council meeting. I have also attached Andy Block's email in response to my initial contact.

Doug and Jessica Minahan would like to weigh in on this topic and plan to submit public comments once they are the rightful owners of the property after August 12th. I do not want to make any statement as to their level of support until they are the rightful owners of the property and also because they have asked us for confidentiality at this time. I would like to respect their wishes as to lay a concrete groundwork for our neighborly relationship in the future.

Fedorinchik

After our initial email sent to Mr. Fedorinchik we have not received any comment or response.

Jacobsen

After our initial email was sent to Mr. Jacobsen we have not received any comment or response.

Love

After our initial email sent to Mrs. Marcena Love we have not received any comment or response.

While Fedorinchik, Jacobsen, and Love have not responded to our attempt at making contact with them we did not feel that prodding them further was appropriate. If they would like to reach out our phones are on and our ears are open.

Thank you for reading our comments and considering our changes.



Samantha Weinberg <[REDACTED]>

630 Pine Lane

Samantha Weinberg <[REDACTED]>
To: [REDACTED] bnorkus@winnetka.org

Wed, Jul 29, 2020 at 4:11 PM

Hello Mr Block,

My name is Samantha Weinberg. I, along with my husband Adam and twin daughters, are the proposed buyers of the 630 Pine Lane property. After a year of thorough research on the property and communications with both the seller of the lot and the village, it is abundantly clear that there is a deep-seated history pertaining to this lot and the surrounding two lots that made up the CBI subdivision. I am well versed in all that went on in the past, although I have not lived through it personally, I do not wish to cause any further strife to the neighborhood surrounding this lot. We do not wish to repeat any of the harm that has been done to your homes or your peace of mind and privacy. In fact, it is of the utmost importance to our family that we do not disturb your peace.

We currently live in the city in the Wicker Park neighborhood and are absolutely desperate to get out of the city for a much more peaceful and quiet lifestyle with our twin girls who will be four in December. The allure in Winnetka and 630 Pine Lane is the privacy and quiet that it will provide as I am sure are some of the qualities of your neighborhood that you covet and so wish to protect. Please hear me when I say we do not wish to impinge on any of those special qualities of your home or your land that you so love. I would very much appreciate if you would read our letter to the village that I am attaching in hopes that it will explain more of why we requested the zoning changes along with the visual image of the home we plan to build. I think you will be pleased to see that we have no intention of building an imposing mega-mansion, we fully intend to respect the trees on the land as well as plant new ones and will be nothing but courteous neighbors whom you will hopefully come to like and respect.

If you have further questions about the lot or the plans attached I would appreciate it if you could direct them to Brian Norkus at the village of Winnetka. bnorkus@winnetka.org. If you like what you see and my words have resonated with you I urge you to please consider reaching out to the village with any further comment.

Sincerely,
Samantha Weinberg

2 attachments **Final Draft Letter to the Village Council.docx**
11K **Weinberg_site plan (1).pdf**
654K



Samantha Weinberg <[REDACTED]>

630 Pine Lane

Andrew K Block <[REDACTED]>
Reply-To: Andrew K Block <[REDACTED]>
To: "[REDACTED]" <[REDACTED]>

Thu, Jul 30, 2020 at 9:09 AM

Dear Samantha,

Thank you for reaching out and clarifying your plans. The village council totally abandoned the neighbors of 630 Pine Lane when it reversed the rejection of the Plan Commission and allowed the developer (a crook) to proceed with a disastrous development. When you sought amendments to the CBI proposal, the burglar alarms sounded again. Your letter has helped to lessen the angst and cause me to ask one question. What amendments would be necessary if you dropped the doll house from the proposal. I am not asking you to do so; I am really finding out the impact of the doll house.

Thanks again for writing.

Sincerely yours,
Andy Block
[Quoted text hidden]

CASE# 2020-20-SD / Public comments & objections from neighbors

RE: 630 Pine Lane / Case# 2020-20-SD

Dear Zoning Board and Village Council:

We continue to have major concerns regarding the proposed zoning changes to the property referenced above. The Village has had its hand forced by the developer of this lot historically, allowing incremental changes one after another that are continuing to chip away at the character of this part of Winnetka. The Village has twice already been coerced into making concessions despite the wishes of the Village Council and the neighbors with respect to the zoning of this property. We have serious concerns with the newly proposed zoning changes and implore the Zoning Board and the Council not to make additional concessions that set undesirable precedents for developers and potential new residents – and that allow drastic changes to previously and soundly established zoning covenants. The planned development on this property sits in precise contrast to what was intended when the zoning covenants for this property were established in 2006 and 2013. The key facts related 630 Pine Lane as we understand them are:

- 2006: The Village allowed the original 3.3 acre lot to be subdivided into three lots. According to Brian Norkus, Assistant Director of Community Development “One significant component of the successful 2006 Subdivision application was that it called for renovation and expansion of the original 630 Pine Lane residence which sat on what is now Lot 2. A development agreement entered into between the Village and the Developers depicted the general layout of the proposed renovation and expansion of the former 630 Pine Lane Residence on Lot 2. “

The Village’s first concessions to the developer were to allow the subdivision of the lot into three lots and allow an addition to the historic home. However, with that first concession the Village provided a key protection to the neighbors that the historic character of the lot and the historic home were to be preserved.

- 2013: Also according to Mr. Norkus, “In 2013 the applicants petitioned the Village for permission to demolish the 630 Pine Lane Residence, presenting evidence to the Village Council that many of the historic elements had been damaged and that restoration had become economically infeasible. The Village Council approved delisting of the residence as a local landmark and approved its demolition as requested by the applicants. In approving the demolition of the residence, the Village Council imposed specific additional conditions on Lot 2. Most importantly, and the subject of the current application, the Village Council imposed new zoning restrictive covenants governing both the size and location of any new construction on Lot 2. The restrictive covenants imposed in 2013 effectively limited the size of any new construction to the equivalent square footage of the 2006 renovation and expansion plan, and imposed more restrictive setback requirements, identical to those observed by the renovated and expanded residence on Lot 2.”

So, it appears that the developer allowed the building to fall into disrepair and effectively forced the Village’s hand in allowing another major concession. The change allowed the buildable area of the lot to nearly double in size relative to the original historic home.

However, for that concession to the developer in 2013, the Village imposed the restrictive covenants now in place. Presumably these zoning covenants were put in place to ensure that the historic nature of the area was preserved, including preserving the trees, views, greenspace and character that had previously existed in the area around this lot. And importantly, the restrictive covenants do not allow overdevelopment that would negatively impact the neighbors and surrounding lots.

- 2014: The restrictive zoning covenants were discussed with us by our realtor when we purchased our residence in 2014. The lot in question sits behind our home at an elevation about six feet higher than our lot. We took great comfort in knowing that the character of the property would be preserved and the knowledge that any home built on the site would sit close to the original footprint of the historic home that was previously on the lot. These were factors in our decision to purchase our home.
- 2020: The most drastic zoning changes yet have been applied for to the lot at 630 Pine Lane. These include, in order of most concerning to us:
 1. Two set-back change requests (requests 1 & 2) that would allow the ability to greatly expand the buildable area of the lot to approximately **double its current size, reorient the home on the lot, move it 25 feet in either direction, and place it nowhere near the location of the original historic home.** Note that the buildable area was already doubled with previous concessions in 2006 and 2013.
 2. A request to allow the construction of an expansive 7,000 square foot home vs. the current 4,675 square feet allowable currently (request #3). That **represents a 50% increase in square footage** over the current zoning restrictions.
 3. An increase in the allowance for impermeable surfaces from 15,432 square feet to 20,819 square feet (request 4). **That is a 35% increase in impermeable surface area on a lot that sits at higher elevation than its neighbors. Note that neighboring lots are on the edge of the flood plain or in the flood plain and already deal with damaging water issues each spring. These water issues will only get worse with more runoff from the property above.**
 4. An increase in building height (request 5). This is a request for **increased building height on a lot that, as mentioned, already sits higher by far than most of the neighboring lots.** Allowing, not only a larger, but also a taller structure seems out of character with the historic vision for this area.
- 2020: The potential purchaser of the property has told me they have already designed a home and site-plan that is "lot-specific" in a footprint outside of the current restrictive zoning covenants. I guess they are, for some reason, already under the impression that the zoning board and Village Council will make the full series of zoning concessions described above. According to the potential purchaser, their plan entails building a large modern structure with floor to ceiling windows facing west and with few small windows on the south side of the house. They also plan to move the location of the house meaningfully toward the west and south edge of the property, more closely abutting those neighbors. This plan is completely in contrast to what the historic vision for this area is and has been. It is inconsistent with past

CASE# 2020-20-SD / Public comments & objections from neighbors

zoning restrictions and with the desires of the neighboring property owners – all aimed at preserving the character of the area. The property sits on an elevation that is six to twenty feet or more above the neighboring properties to the south and west. As such, allowing a greatly enlarged footprint (with an intended large modern structure) will create at best a major visual obstruction and at worst an eyesore for these lots and homes, dramatically altering the character of the area – and making all of the surrounding lots less desirable. **This is specifically what the current restrictive zoning covenants were put in place to prevent.**

- The potential purchaser recently reached out to discuss their plans with us and other neighbors. We said we could be flexible and open to discussing potential solutions that were more amenable to us and other neighbors. We welcome good neighbors and the expanded tax revenue that thoughtful development of Winnetka can provide to the community. While I cannot speak for all the neighbors, we would be amenable to a slightly larger footprint, home size and buildable area for the lot within reason -- as close to the original home's location on the lot as possible. However, the offer to discuss such options was met with zero willingness to work toward any compromise. The potential purchaser plans to build a large modern structure outside the current zoning covenant boundaries, and that is that. Unfortunately, and curiously, the potential purchaser said they are inflexible to any changes to their current plan. This lack of flexibility only increases our concerns about what else might be in store for the lot in question.

Having personally talked with nearly all of the abutting neighbors, and consistent with the decisions of the Village in the past, there is a strong desire to preserve the character of this area and to not provide yet another major concession (or series of concessions) to a developer or new resident that wants to dramatically alter the character of the area – well outside the scope of what was historically agreed and intended.

We implore the Board and Village not to allow these further and more disruptive changes to the zoning covenants for this property. They were put in place for good reasons and have been known to the purchasers and developers of the lot. Unfortunately, the Village has had its hand forced into making concessions to the zoning of this area twice in the past, allowing the character of this area to be continually chipped away at. It appears that the currently planned development is intended to change the property precisely in the ways that the current zoning covenants were established to preserve and protect. In addition, because the potential new owner does not even own the property, it is wholly possible that the purchase may never actually close, and the proposed changes will allow further degradation of the existing covenants over time.

We believe that allowing the proposed changes will simply continue to exacerbate the problem and set precedent for continued unwanted changes to the character of this unique part of the neighborhood and Winnetka more broadly. **We reiterate our concerns and observation that the zoning change request and the planned development are precisely and exactly the type of development that the existing covenants were meant to prevent.**

Kindest regards,

Hilary and Greg Fedorinchik

Brian Norkus

From: [REDACTED]
Sent: Thursday, August 13, 2020 11:55 AM
To: Planning
Cc: Brian Norkus
Subject: 630 Pine Lane

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

Hello,

My name is [REDACTED] and my wife and I recently purchased 644 Pine Lane that is to the north of the vacant lot at 630 Pine Lane.

We've spoken to the potential buyers of 630 Pine Lane. We are supportive of the proposed changes to the restrictive zoning and setback requirements. We don't believe they will negatively impact our parcel. However, I don't speak for any of the other neighbors that may be impacted more than our home.

Let me know if there is anything else you'd need.

Thanks,

[REDACTED]

Ann Klaassen

From: [REDACTED]
Sent: Wednesday, August 12, 2020 6:53 PM
To: Planning
Cc: Brian Norkus
Subject: 630 Pine Lane

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.

To the Winnetka Village Council-

This is Matt Hines. I live at 624 Pine Lane and I am following up on my comments regarding the proposed zoning setback changes to 630 Pine Lane, the lot directly to the west of my property.

I met with the potential buyers of the property recently. They explained to me their reasons for wanting the zoning restrictions lifted. As I recall, they told me that they do not plan to build a larger house, they just want the flexibility to add some semi-permanent structures like a greenhouse or a playhouse within the expanded setback area. They also are concerned about the long-term value of the property if a future buyer wanted to build a larger home.

As I told them, I do not approve of expanding the buildable area of the lot, or any other changes to the current restrictions on the property. I am especially opposed to allowing any construction closer to my property (to the east).

If they want a zoning variance to build a greenhouse or a playhouse as they described I would not be opposed. If a future buyer wants to revisit the setback restrictions I think the new buyer can take it up with the Village at that time.

Thank you,

Matt Hines

624 Pine Lane, Winnetka



Agenda Item Executive Summary

Title: Comprehensive Annual Financial Report (CAFR)

Presenter: Tim Sloth, Finance Director

Agenda Date: 08/18/2020

Consent: ☐ YES ☒ NO

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

Item History:

The Village is required by the State of Illinois to have an audit of its financial statements by an independent auditor following the close of each fiscal year. The audit culminates with the production of the Comprehensive Annual Financial Report (CAFR). Ron Amen, Partner of the Village's accounting firm of Lauterbach and Amen, will be present at the meeting to provide a summary of the report and answer any questions.

Executive Summary:

The CAFR is the Village's final accounting of the fiscal year ending December 31, 2019 and is summarized in the four parts described below:

Transmittal Letter: The Transmittal Letter serves as the official transmittal of the report to the Village Council and its citizens. Its purpose is to provide a broader and more subjective overview of factors impacting the community, supporting, but not reproducing, the information included in the Management's Discussion and Analysis addressed below.

Independent Auditor's Report: This is the report from the independent auditors who have been charged with the responsibility to review the municipality's financial data which identifies the scope of their review and their findings as to whether the municipality's financial data is fairly presented.

Management Discussion and Analysis (MD&A): The purpose of the MD&A is to introduce users to basic financial statements with a narrative, introduction, overview and analysis of those statements. The MD&A is required supplemental information and as such may address only the specific topics identified by GAAP (Generally Accepted Accounting Principles). The Transmittal Letter is used to address topics not identified by GAAP for inclusion within the MD&A.

Financial Statements: This section includes both the Government-Wide and Fund Financial Statements and the accompanying notes.

The overall financial position of the Village remains very strong. The ending General Fund Balance of \$24.646 million is 95% of budgeted expenditures and within policy parameters. The General Fund continues to generate adequate cash flow for operating and capital needs.

Recommendation:

Review CAFR results with the Village Auditor and Staff.

Attachments:

None - The CAFR was previously distributed to the Village Council on July 24th and is available on the Transparency section of the Village's website.