



Village of Winnetka

Village Council Regular Meeting

October 18, 2022 at 7:00 PM
Village Hall
510 Green Bay Road

AGENDA

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Quorum**
 - a. October 28, 2022 Fiscal Year 2023 Budget Review Meeting
 - b. November 1, 2022 Regular Meeting
 - c. Thursday, November 10, 2022 Study Session
 - d. November 15, 2022 Regular Meeting
4. **Public Comments**
5. **Presentations**
 - a. Winnetka Music Festival
6. **Reports**
7. **Approval of Agenda**
8. **Consent Agenda**
 - a. Approval of Village Council Minutes
 - i. September 13, 2022 Study Session
 - b. Resolution No. R-97-2022: Copier Lease Agreements (Adoption)
 - c. Resolution No. R-108-2022: Construction Engineering Contract for North of Willow Road Stormwater Project (Adoption)
9. **Ordinances and Resolutions**
 - a. Ordinance No. M-12-2022: 644 Pine Lane - Variation (Adoption)
 - b. Resolution No. R-107-2022: Certificate of Appropriateness - Building Only - 93 Green Bay Road (Adoption)

NOTICE

All agenda materials are available at [villageofwinnetka.org](https://www.villageofwinnetka.org) (*Governance > Agendas & Minutes*); the *Reference Desk at the Winnetka Library*; or in the *Manager's Office at Village Hall (2nd floor)*.

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, 847-716-3543; T.D.D. 847-501-6041.

- c. Resolution No. R-106-2022: Cook County Forest Preserve - Stormwater IGA (Adoption)

10. Old Business

- a. One Winnetka Concept Review

11. New Business

12. Appointments

13. Closed Session

14. Adjournment



Agenda Item Executive Summary

TITLE: Winnetka Music Festival

PRESENTER: Kristin Kazenas

AGENDA DATE: October 18, 2022

CONSENT: No

ITEM TYPE: Presentation

ITEM HISTORY:

The Winnetka Music Festival event is co-sponsored by the Village, the Winnetka Park District, and the Winnetka-Northfield-Glencoe Chamber of Commerce. Since 2017, the Winnetka Music Festival has been held annually, except for the COVID-19 related cancelation in 2020.

EXECUTIVE SUMMARY:

Scott Myers will attend the October 18 Village Council meeting to review the Winnetka Music Festival (Music Fest) operations, impacts, and financial results. The Music Fest is requesting that the Village Council plan to continue to support the Music Fest next year as the FY 2023 budget is being reviewed. The 2023 event details are still being finalized, and the Music Fest plans to return to the Village Council in January 2023 to formally request a \$25,000 sponsorship, and approval of a new license agreement. In April 2022, the Village Council approved a license agreement for the 2022 Music Fest as part of the special event permit process. The license agreement was signed by the Village, the Winnetka-Northfield-Glencoe Chamber of Commerce, and Valslist (the event promoter and operator) and identified important responsibilities including insurance, indemnification, and a waiver of liability.

With the exception of the 2020 pandemic-related cancelation, the Village has consistently sponsored the Music Fest - contributing \$25,000 annually. In addition, the Village has incurred personnel costs and purchased items for the benefit of the Music Fest. The Music Fest has reimbursed the Village for a portion of those incurred costs each year, (with the exception of 2021 - the Village did not request reimbursement in 2021 due to the abbreviated post-pandemic event that year). Attachment 2 contains a summary of the Village's costs associated with having this event in our community.

RECOMMENDATION:

Informational only.

ATTACHMENTS:

1. Winnetka Music Festival Presentation
2. Summary of Village Support of the Winnetka Music Fest



Winnetka Music Festival

New Music. Around Every Corner.



The Winnetka Music Fest

- **The goal - Create a unique music fest that:**
 - Connects people to new music across genres.
 - Connects a community through shared experiences
 - Communicates quality and an edge of sophistication, without being pretentious.
 - Provides authentic engagement with artists and their craft.



How has the festival been executed?

A unique public/private partnership that other communities must be envious of

Start with Valslist, three residents who have:

- Contributed 1500 hours a year of time for each of the 5 festival years, **100% of which is donated**
- Shouldered 100% of the financial risk
- Contributed financially to the fest
- Have received \$0 of compensation

Add a committee of 15 committed residents:

- Countless hours of time donated in the planning, set up, management and tear down of the fest
- Invested their own funds to make the fest possible

Bring together 250 volunteers to staff the event:

- Managing stages
- Serving beer and wine
- Taking tickets

And add the engagement of key institutions in the Village to provide critical support:

- The Winnetka Northfield Glencoe Chamber of Commerce
- The Village of Winnetka
- The Park District
- The Winnetka Community House

Who has Attended the fest?

- 2017 – 9,000 to 10,000 in a day and a half festival
- 2018 - 9,000 to 10,000 in a day and a half festival
- 2019 – 9,000 to 10,000 in a day and a half festival
 - Percent of Winnetka residents – 46%*
 - Percent of north shore** residents – 68%*
- 2021 – 3,000 in a one day COVID influenced festival
 - Percent of Winnetka residents - 62%
 - Percent of north shore residents – 83%
- 2022 – 5,500 in a one day festival
 - Percent of Winnetka residents – 40%
 - Percent of north shore residents – 60%



* First year of partial GA ticket sales

** Winnetka, Wilmette, Kenilworth, Glencoe, Northfield, Glenview

How has the festival been sustained - Financials

- Summary of 6 years of effort
 - \$1.9 million of revenue
 - \$189,000 from the Village
 - \$50,000 from the Park District
 - \$1.7 million from private sources
 - \$1.8 million of expenses

	2017	2018	2019	2020	2021	2022
Revenue						
• Sponsors*	\$103,000	\$210,000	\$176,200	\$ 32,700	\$136,600	\$111,400
• Patrons	\$ 27,500	\$ 48,000	\$ 34,400		\$ 10,200	\$ 28,000
• Tickets		\$ 28,900	\$131,700	\$ 3,600	\$146,000	\$316,000
• Beverages/ food support	\$ 63,700	\$ 99,300	\$ 84,400		\$ 22,800	\$ 67,500
Expense						
• Music	\$ 55,300	\$117,700	\$162,500		\$ 70,700	\$161,300
• Design and execution (infrastructure & marketing)	\$122,100	\$211,100	\$283,600	\$ 23,200	\$220,300	\$283,000
• Village and Community Payments	\$ 20,300	\$ 20,400	\$ 20,300		\$ 18,700	\$ 22,500
• Surplus	\$ 3,500	\$37,000	\$ 39,800	\$ 13,100	\$ 5,900	\$56,100

* Does not include in-kind service donations from the village of \$11,000 in 2017; \$17,600 in 2018; \$14,000 in 2019; \$11,000 in 2021 and \$10,000 in 2022. See appendix for detail

What has the fest provided the village?

- Support for local businesses
 - Additional business for local restaurants
 - Thousands of non-residents exposed to local business
- Opportunities for local musicians to have a great experience
 - Children's Theater of Winnetka
 - Street buskers
 - 'Dad' bands
- Annual donations to local organizations
 - Annual contribution of \$10,000 to the Chamber
 - 2020 contribution of \$8,500 to local organizations
 - Thousands of dollars in tickets donated to local charity benefits
- Enhanced the reputation of Winnetka
 - A community gathering for all ages
 - An asset that differentiates the village



Next Steps

- Valslist asks the Village Council to continue support in 2023 at the level of the previous years
- Valslist will return to the Village Council in the December/January time frame for review of the special use permit and license agreement for the festival

ATTACHMENT 2

Village of Winnetka

Costs Related to Winnetka Music Festival 2017 - 2022

Direct Costs							
Department	2017	2018	2019	2020 ^	2021	2022	Total
Economic Development							
Promotional Letters / Banners	500.94	490.68	380.00	-	-	1,120.00	2,491.62
Public Works							
Traffic Control / Incidentals	3,360.00	4,871.98	4,575.00	-	-	1,397.52	14,204.50
Water / Electric							
Material Costs to Provide Electric Power	6,106.11	2,260.19	533.77	-	-	-	8,900.07
Police Department							
Officer Hydration and Incidentals	32.95	220.16	138.86	-	-	138.86	530.83
Fire Department							
Cooling Station Mistlers	-	242.23	-	-	-	-	242.23
Village-wide							
Overtime costs / Additional Personnel Costs	10,905.46	19,602.66	18,745.00	-	10,920.48	17,666.48	77,840.08
Village sponsorship cost	25,000.00	25,000.00	25,000.00	-	25,000.00	25,000.00	125,000.00
Reimbursement from Winnetka Music Fest	(10,000.00)	(10,045.51)	(10,313.88)	-	-	(10,000.00)	(40,359.39)
	\$ 35,905.46	\$ 42,642.39	\$ 39,058.75	\$ -	\$ 35,920.48	\$ 35,322.86	\$ 188,849.94

Overtime / Additional Personnel Costs*							
Department	2017	2018	2019	2020 ^	2021	2022	Total
Public Works	6,157.47	9,439.63	9,935.45	-	2,563.89	8,880.90	36,977.34
Water & Electric	1,644.30	1,658.52	928.66	-	928.66	-	5,160.14
Fire Department	1,596.94	4,204.38	4,642.61	-	2,276.70	1,921.15	14,641.78
Police Department	1,506.75	4,300.13	3,238.28	-	5,151.23	6,864.43	21,060.82
	\$ 10,905.46	\$ 19,602.66	\$ 18,745.00	\$ -	\$ 10,920.48	\$ 17,666.48	\$ 77,840.08

* Amount paid in overtime or for non-regularly scheduled full-time or part-time staff costs.

^ 2020 Winnetka Music Fest was canceled due to the Covid-19 global pandemic.

**MINUTES
WINNETKA VILLAGE COUNCIL
STUDY SESSION
September 13, 2022**

(Approved: xx)

A record of a legally convened meeting of the Council of the Village of Winnetka, which was held at Council Chambers on Tuesday, September 13, 2022, at 7:00 PM.

- 1) Call to Order. President Rintz called the meeting to order at 7:13 PM. Village Manager Bahan called the roll of the Village Council. Present: Trustees Rob Apatoff, Andy Cripe, Tina Dalman, Kim Handler, and John Swierk. Absent: Trustee Bob Dearborn. Also present: Assistant Village Manager Kristin Kazenas, Village Attorney Ben Schuster, Deputy Village Clerk Berina Gradjan, Water & Electric Director Brian Keys, and 2 persons in the audience.

- 2) Public Comment.

Steve Jayason informs Council of the Chicago Furniture Bank, a non-profit organization serving the Chicagoland area that will collect used furniture, and urges staff to consider utilizing the service.

Teresa Lucas expresses her frustration regarding parking signs on Chestnut Court.

- 3) Lead Service Line Policy Discussion.

In August 2021, the State of Illinois enacted the Lead Service Line Replacement and Notification Act. This legislation contained specific obligations for the Village of Winnetka, beginning in 2022 as it pertains to lead service lines within the Village. Water & Electric Director Brian Keys informs Council of the obligatory specifications that must be met by the State including information pertaining to lead service lines inventory, replacement of lead service lines, plan submittals, and timeline deadlines.

Brian Keys informs Council of the conditions regarding residential owner and Village replacement policies, options for residents seeking to opt out of the lead service line replacement, and financial matters pertaining to water rate increases, budgeting, repair costs, and reimbursement coverage for replacements made.

Council discusses the various policies and cost related matters of surrounding municipalities that are currently working towards the replacement of their lead service lines.

Council also discusses technical concerns regarding the lead service line replacement such as water flow and service material, Village Code provisions, and various cost replacement measures for residents and how these costs can be implemented and paid.

With an opt out option for residents choosing not to partake in the replacement of their lead service line, Council considers how prospective homeowners will be notified of the status of the lead service line and what role brokers can play in disclosing a home's information.

Trustee Dalman expresses her concern regarding public health concern matters related to the lead service lines and what measures can be taken to protect the safety of the community and young families moving into the Village.

Council discusses the measures that may be implemented moving forward to begin the replacement of lead service lines in order for the Village to be in compliance with the State requirements including providing funding for residents to protect the public health of the community.

- 4) Adjournment. Trustee Apatoff, seconded by Trustee Dalman, moved to adjourn the meeting. By roll call vote, the motion carried. Ayes: Trustees Apatoff, Cripe, Dalman, Handler, and Swierk. Nays: None. Absent: Trustee Bob Dearborn. The meeting adjourned at 9:03 PM.

Recording Secretary



Agenda Item Executive Summary

TITLE: Resolution No. R-97-2022: Copier Lease Agreements (Adoption)

PRESENTER: Kristin Kazenas

AGENDA DATE: October 18, 2022

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

None.

EXECUTIVE SUMMARY:

During the preparation for the FY 2023 budget, staff researched replacement of the departmental copiers in the Village Managers Office, Community Development (shared by Community Development and Finance) and at the Yards (shared by Public Works, Water & Electric, and Engineering). All devices were nearing the end of the existing Xerox lease term in early 2023, and were experiencing consistent performance issues and mechanical failures.

Staff utilized the governmental purchasing cooperative OMNIA to obtain a quote for Konica Minolta copiers through the direct to government division. Although the planned replacement of the copiers was not scheduled until the first quarter of FY 2023, Konica Minolta is offering a \$7,037.00 rebate which would cover the remaining lease payments for the current Xerox copiers. Factoring in the invoices for the existing copier usage, the lease payments, and the rebate from Konica Minolta, leasing the new copiers is essentially budget neutral.

The cost of the lease will be charged to each departmental budget as follows:

Village Manager's Office - 100-21-01-531 - Office Supplies -	\$688.65
Finance Department - 100-22-01-531 - Office Supplies -	\$174.57
Community Development - 100-29-01-575 - Rental Office Equipment	\$550.92
Public Works - 100-30-01-575 - Rental Office Equipment	\$229.55
Engineering - 100-35-01-575 - Rental Office Equipment	\$229.55
Water & Electric - 500-40-01-575 - Rental Office Equipment	\$229.55

Total Lease Payment Per Month	\$2,102.79
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In addition, the new 5-year lease includes unlimited black & white and color copies, toner supplies, and scheduled preventative maintenance. This lease agreement will provide predictable budget impacts for the next 5 years and protection against unpredictable inflationary supply cost escalations.

If approved by Council, we anticipate the new copiers will be delivered in December of 2022 or January of 2023.

RECOMMENDATION:

Consider adoption of Resolution No. R-97-2022, approving copier lease agreements with Konica Minolta.

ATTACHMENTS:

1. Resolution No. R-97-2022 Approving Agreements with Konica Minolta Business Solutions USA Inc. for the Lease of Copier Equipment
2. Exhibit A - Konica Minolta Agreements

A RESOLUTION APPROVING AGREEMENTS WITH KONICA MINOLTA BUSINESS SOLUTIONS U.S.A., INC. FOR THE LEASE OF COPIER EQUIPMENT

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

WHEREAS, the Village has identified the need to lease new copier equipment ("**Equipment**"); and

WHEREAS, the Village is eligible to participate in Omnia Partners ("**Omnia**") purchasing cooperative, which permits local governments to purchase and lease commodities and services according to contracts negotiated by Omnia, resulting in significant savings for the Village; and

WHEREAS, Omnia sought bids for the award of contracts for the lease of the Equipment (collectively, "**Contracts**"); and

WHEREAS, Omnia identified Konica Minolta Business Solutions, Inc. ("**Vendor**"), as the low responsible bidder for the Contracts; and

WHEREAS, the Village President and Board of Trustees have determined that it will serve and be in the best interest of the Village to lease the Equipment from Vendor, in accordance with the Contracts;

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 CONTRACTS. The Village Council hereby approves the Contracts between the Village and the Vendor in substantially in the same form as attached as **Exhibit A** and in a final form approved by the Village Attorney.

SECTION 3. EXECUTION OF CONTRACTS. The Village Council authorizes and directs the Village President, the Village Manager, and the Village Clerk to execute and attest, respectively, on behalf of the Village, the final Contracts approved by the Village Attorney in accordance with Section 2 of this Resolution.

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

[SIGNATURE PAGE FOLLOWS]

ADOPTED this 18th day of October, 2022, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

Signed

Village President

Countersigned:

Village Clerk

EXHIBIT A
CONTRACTS

For office use only (Check one): ☐ Branch ☒ WindsorS00638626
10/06/22 02:13 PM

KONICA MINOLTA

Premier Advantage Agreement

APPLICATION NUMBER

AGREEMENT NUMBER

This Premier Advantage Agreement ("Agreement") is written in "Plain English". The words **you** and **your**, refer to the customer (and its guarantors). The words **Lessor**, **we**, **us** and **our**, refer to **Konica Minolta Premier Finance, a program of Konica Minolta Business Solutions U.S.A., Inc., its subsidiaries and affiliates.** (Supplier)

CUSTOMER INFORMATION

FULL LEGAL NAME

VILLAGE OF WINNETKA

STREET ADDRESS

510 GREEN BAY RD

CITY

STATE

ZIP

PHONE*

FAX

WINNETKA

IL

60093-2563 847 716 3543

BILLING NAME (IF DIFFERENT FROM ABOVE)

BILLING STREET ADDRESS

CITY

STATE

ZIP

E-MAIL

CRINTZ@WINNETKA.ORG

EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE)

*By providing a telephone number for a cellular phone or other wireless device, you are expressly consenting to receiving communications (for NON-marketing or solicitation purposes) at that number, including, but not limited to, pre-recorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system from Lessor and its affiliates and agents. This Express Consent applies to each such telephone number that you provide to us now or in the future and permits such calls. These calls and messages may incur access fees from your cellular provider.

CUSTOMER ONE GUARANTEE

The Konica Minolta equipment leased in this Agreement is covered under Konica Minolta's Customer One Guarantee. A copy of the Guarantee can be obtained at your local branch or <http://kmbs.konicaminolta.us/CustomerOne>



Make/Model/Accessories (including Software Description and Supplier / Licensor if applicable)

Asset Invoice Information

Serial Number

Start Meter Read(s)

3 - BIZHUB C750I

☐ See attached 'Schedule A' for additional Equipment / Accessories / Software

TERM AND PAYMENT SCHEDULE

TERM IN MONTHS
60# of payments
60

Payment Frequency

☐ Quarterly ☒ MonthlyPayment Amount
(plus applicable taxes)

\$ 2,102.79

Advance Payment
(plus applicable taxes)

\$

Payment includes UNLIMITED B&W pages per monthOverages billed MONTHLY at \$ 0.00000 per B&W pagePayment includes UNLIMITED Color pages per monthOverages billed MONTHLY at \$ 0.00000 per Color page☐ See attached Pool Billing Schedule

POOL TYPE: FLAT RATE

END OF LEASE OPTIONS: You will have the following options at the end of the original term, provided the Lease has not terminated early and no event of default under the Lease has occurred and is continuing. 1. Purchase the Equipment for the Fair Market Value as determined by us. 2. Renew the Lease per paragraph 1 (on reverse). 3. Return Equipment as provided in Paragraph 6 (on reverse).

THIS IS A NONCANCELABLE / IRREVOCABLE AGREEMENT: THIS AGREEMENT CANNOT BE CANCELED OR TERMINATED.

LESSOR ACCEPTANCE

Konica Minolta Premier Finance

LESSOR

AUTHORIZED SIGNER

TITLE

DATED

CUSTOMER ACCEPTANCE

VILLAGE OF WINNETKA

FULL LEGAL NAME OF CUSTOMER (as referenced above)

AUTHORIZED SIGNER

DATED

36-6006162

FEDERAL TAX I.D. #

PRINT NAME

VILLAGE PRESIDENT

TITLE

CONTINUING GUARANTEE

As additional inducement for us, Konica Minolta Premier Finance to enter into the Agreement, the undersigned ("you") unconditionally, jointly and severally, personally guarantees that the customer will make all payments and meet all obligations required under this Agreement and any supplements fully and promptly. You agree that we may make other arrangements including compromise or settlement with you and you waive all defenses and notice of those changes and presentment, demand, and protest and will remain responsible for the payment and obligations of this Agreement. We do not have to notify you if the customer is in default. If the customer defaults, you will immediately pay in accordance with the default provision of the Agreement all sums due under the terms of the Agreement and will perform all the obligations of the Agreement. If it is necessary for us to proceed legally to enforce this guarantee, you expressly consent to the jurisdiction of the court set out in paragraph 14 and agree to pay all costs, including attorney's fees incurred in enforcement of this guarantee. It is not necessary for us to proceed first against you before enforcing this guarantee. By signing this guarantee, you authorize us to obtain credit bureau reports for credit and collection purposes.

X

PRINT NAME OF GUARANTOR

SIGNATURE (NO TITLES)

DATED

To help the Government fight the funding of terrorism and money laundering activities, Federal Law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. What this means is, when you open an account, we will ask for your name, address and other information that will allow us to identify you; we may also ask to see identifying documents.

See reverse side for additional terms and conditions

1. **LEASE AGREEMENT:** You agree to lease from us the personal property described under "MAKE/MODEL/ACCESSORIES" and as modified by supplements to this Agreement from time to time signed by you and us (such as 006/22/02/13/0005, substitutions, replacements, repairs and additions referred to as "Equipment") for business purposes only. In the event that the Equipment you selected is unavailable or cannot be supplied by the Supplier, you agree that we can substitute or upgrade your selection to equipment of equal or greater quality, function, and value, as determined by Supplier in its sole discretion, at no additional cost to you, and you agree to accept such substitution or upgrade upon delivery. To the extent the Equipment includes intangible property or associated services such as periodic software licenses and prepaid database subscription rights, such property shall be referred to as the "Software". You agree to all of the terms and conditions contained in this Agreement and any Schedule, which together are a complete statement of our Agreement regarding the listed equipment ("Agreement") and supersedes all other writings, communications, understandings, agreements, any purchase order and any solicitation documents and related documents. This Agreement may be modified only by written Agreement and not by course of performance. This Agreement becomes valid upon execution by or for us. The Equipment is deemed accepted by you under this Agreement unless you notify us within three (3) days of delivery that you do not accept the Equipment and specify the defect or malfunction. In that event, at our sole option, we or our designee will replace the defective item of Equipment or this Agreement will be canceled and we or our designee will repossess the Equipment. You agree that, upon our request, you will sign and deliver to us, a delivery and acceptance certificate confirming your acceptance of the Equipment leased to you. The "Billing Date" of this Agreement will be the twentieth (20th) day or an alternative agreed upon date following installation. You agree to pay a prorated amount of 1/30th of the monthly payment times the number of days between the installation date and the Billing Date. This Agreement will continue from the Billing Date for the Term shown and will be extended automatically for successive one (1) month terms unless you (a) send us written notice, between ninety (90) days and one hundred fifty (150) days before the end of the initial term or at least 30 days before the end of any renewal term that you want to purchase or return the Equipment, and you timely purchase or return the Equipment. Leases with \$1.00 purchase options will not be renewed. The periodic renewal payment has been set by mutual agreement and is not based on the cost of any component of this lease. **THE BASE RENTAL PAYMENT SHALL BE ADJUSTED PROPORTIONATELY UPWARD OR DOWNWARD, IF THE ACTUAL COST OF THE EQUIPMENT EXCEEDS OR IS LESS THAN THE ESTIMATE PROVIDED TO LESSEE.** If any provision of this Agreement is declared unenforceable in any jurisdiction, the other provisions herein shall remain in full force and effect in that jurisdiction and all others. You authorize us to insert or correct missing information on this lease including your proper legal name, serial numbers, other numbers describing the Equipment and other omitted factual matters. You agree to provide updated annual and/or quarterly financial statements to us upon request. You authorize us or our agent to obtain credit reports and make credit inquiries regarding you and your financial condition and to provide your information, including payment history, to our assignee or third parties having an economic interest in this Agreement or the Equipment.

2. **RENT:** Rent will be payable in installments, each in the amount of the Monthly Payment (or other periodic payment) shown plus any applicable sales, use and property tax. If we pay any tax on your behalf, you agree to reimburse us promptly along with a processing fee. Subsequent rent installments will be payable on the first day of each rental payment period shown beginning after the first rental payment period or as otherwise agreed. We will have the right to apply all sums received from you to any amounts due and owed to us under the terms of this Agreement. **Your obligation to make all Monthly Payments (or other periodic payment) hereunder is absolute and unconditional and you cannot withhold or offset against any Monthly Payments (or other periodic payment) for any reason.** You agree that you will remit payments to us in the form of company checks (or personal checks in the case of sole proprietorships), direct debit or wires only. You also agree cash and cash equivalents are not acceptable forms of payment for this Agreement and that you will not remit such forms of payment to us. **WE BOTH INTEND TO COMPLY WITH ALL APPLICABLE LAWS. IF IT IS DETERMINED THAT YOUR PAYMENTS UNDER THIS AGREEMENT RESULT IN AN INTEREST PAYMENT HIGHER THAN ALLOWED BY APPLICABLE LAW, THEN ANY EXCESS INTEREST COLLECTED WILL BE APPLIED TO AMOUNTS THAT ARE LAWFULLY DUE AND OWING UNDER THIS AGREEMENT OR WILL BE REFUNDED TO YOU. IN NO EVENT WILL YOU BE REQUIRED TO PAY ANY AMOUNTS IN EXCESS OF THE LEGAL AMOUNT.**

3. **MAINTENANCE AND SUPPLIES:** The charges established by this Agreement include payment for the use of the designated Equipment and accessories, maintenance by Supplier including inspection, adjustment, parts replacement, drums and cleaning material required for the proper operation, as well as toner, developer, copy cartridges and pm kits. All supplies are the property of Supplier until used. If your use of supplies exceeds the typical use pattern (as determined solely by Supplier) for these items by more than 10%, or should Supplier, in its sole discretion, determine that Supplies are being abused in any fashion, you agree to pay for such improper or excess use. Paper must be separately purchased by you. A page is defined as one meter click and varies by page size as follows: 8.5"x11" = 1 click, 11"x17" = 2 clicks, 18"x27" = 3 clicks, 27"x36" = 4 clicks and 36"x47" = 5 clicks. You agree to provide Supplier free and clear access to the equipment and Supplier will provide labor or routine, remedial and preventive maintenance service as well as remedial parts. All part replacements shall be on an exchange basis with new or refurbished items. Emergency service calls will be performed at no extra charge during normal business hours (defined as 8:30am to 5:00pm, Monday through Friday, exclusive of holidays observed by Supplier). Overtime charges, at Supplier's current rates, will be charged for all service calls outside normal business hours. Supplier will not be obligated to provide service or repairs in the event of misuse or casualty and will charge you separately if such repairs are made. If necessary, the service and supply portion of this Agreement may be assigned. We may charge you a Supply Freight Fee to cover our costs of shipping supplies to you. You acknowledge that (a) the Supplier (and not Lessor or its assignees) is the sole party responsible for any service, repair or maintenance of the Equipment and (b) the Supplier (not Lessor or its assignees) is the party to any service maintenance agreement.

4. **OWNERSHIP OF EQUIPMENT:** We are the owner of the Equipment and have sole title (unless you have a \$1.00 purchase option) to the Equipment (excluding Software). You agree to keep the Equipment free and clear of all liens and claims. You are solely responsible for removing any data that may reside in the Equipment you return, including but not limited to, hard drives, disk drives or any other form of memory.

5. **WARRANTY DISCLAIMER: WE MAKE NO WARRANTY EXPRESS OR IMPLIED, INCLUDING THAT THE EQUIPMENT IS FIT FOR A PARTICULAR PURPOSE OR THAT THE EQUIPMENT IS MERCHANTABLE. YOU AGREE THAT YOU HAVE SELECTED EACH ITEM OF EQUIPMENT BASED UPON YOUR OWN JUDGMENT AND DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US. WE ARE LEASING THE EQUIPMENT TO YOU "AS-IS".** You acknowledge that none of Supplier or their representatives are our agents and none of them are authorized to modify the terms of this Agreement. No representation or warranty of Supplier with respect to the Equipment will bind us, nor will any breach thereof relieve you of any of your obligations hereunder. You are aware of the name of the manufacturer or supplier of each item of Equipment and you will contact the manufacturer or supplier for a description of your warranty rights. You hereby acknowledge and confirm that you have not received any tax, financial, accounting or legal advice from us, the manufacturer or Supplier of the Equipment. **THIS AGREEMENT CONSTITUTES A "FINANCE LEASE" AS DEFINED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE.** You agree that the Customer One Guarantee is a separate and independent obligation of Supplier to you, that no assignee of the Lessor shall have any obligation to you with respect to the Guarantee and that your obligations under this Agreement are not subject to setoff, withholding, reduction, counterclaim or defense for any reason whatsoever including, without limitation, any claim you may have against Supplier with respect to the Customer One Guarantee.

6. **LOCATION OF EQUIPMENT:** You will keep and use the Equipment only at your address shown above and you agree not to move it unless we agree to it. At the end of the Agreement's term, if you do not purchase the Equipment, you will return the Equipment to a location we specify at your expense, in retail resalable condition (normal wear and tear acceptable), full working order, and in complete repair.

7. **LOSS OR DAMAGE:** You are responsible for the risk of loss or for any destruction of or damage to the Equipment. No such loss or damage relieves you from the payment obligations under this Agreement. You agree to promptly notify us in writing of any loss or damage and you will then pay to us the present value of the total of all unpaid Monthly Payments (or other periodic payments shown) for the full Agreement term plus the estimated fair market value of the Equipment at the end of the originally scheduled term, all discounted at four percent (4%) per year. Any proceeds of insurance will be paid to us and credited, at our option, against any loss or damage. You authorize us to sign on your behalf and appoint us as your attorney in fact to execute in your name any insurance drafts or checks issued due to loss or damage to the Equipment.

8. **COLLATERAL PROTECTION AND INSURANCE:** You are responsible for installing and keeping the Equipment in good working order. Except for ordinary wear and tear, you are responsible for protecting the Equipment from damage and loss of any kind. If the Equipment is damaged or lost, you agree to continue to pay the amounts due and to become due hereunder without setoff or defense. During the term of this Agreement, you agree that you will (1) insure the equipment against all loss or damage naming us as loss payee; (2) obtain liability and third party property damage insurance naming us as an additional insured; and (3) deliver satisfactory evidence of such coverage with carriers, policy forms and amounts acceptable to us. All policies must provide that we be given thirty (30) days written notice of any material change or cancellation. If you do not provide evidence of acceptable insurance, we have the right, but no obligation, (a) to obtain insurance covering our interest (and only our interest) in the Equipment for the lease term, and renewals and (i) any insurance we obtain will not insure you against third party or liability claims and may be cancelled by us at any time, (ii) you will be required to pay us an additional amount each month for the insurance premium and an administrative fee, (iii) the cost may be more than the cost of obtaining your own insurance, (iv) you agree that we, or one of our affiliates, may make a profit in connection with the insurance we obtain, (v) you agree to cooperate with us, our insurer and our agent in the placement of coverage and with claims; or (b) we may waive the insurance requirement and charge you a monthly property damage surcharge in the amount of .0035 of the original equipment cost to cover our credit risk, administrative costs and other costs, as would be further described on a letter from us to you and on which we may make a profit. If you later provide evidence that you have obtained acceptable insurance, we will cancel the insurance we obtained or cease charging the surcharge.

9. **INDEMNITY:** We are not responsible for any loss or injuries caused by the installation or use of the Equipment. You agree to hold us harmless and reimburse us for loss and to defend us against any claim for losses or injury or death caused by the Equipment. **We reserve the right to control the defense and to select or approve defense counsel. This indemnity survives the expiration or termination of this Agreement.**

10. **TAXES AND FEES:** You agree to pay when invoiced all taxes (including personal property tax, fines and penalties) and fees relating to this Agreement or the Equipment. You agree to (a) reimburse us for all personal property taxes which we are required to pay as Owner of the Equipment or to remit to us each month our estimate of the monthly equivalent of the annual property taxes to be assessed. If you do not have a \$1.00 purchase option, we will file all personal property, use or other tax returns and you agree to pay us a processing fee for making such filings. You agree to pay us up to \$125.00 on the date the first payment is due as an origination fee. We reserve the right to charge a fee upon termination of this Agreement either by trade-up, buy-out or default. Any fee charged under this Agreement may include a profit and is subject to applicable taxes.

11. **ASSIGNMENT: YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT.** We may sell, assign, or transfer this Agreement and/or the Equipment without notice. You agree that if we sell, assign, or transfer this Agreement and/or the Equipment, the new lessor will have the same rights and benefits that we have now and will not have to perform any of our obligations. You agree that the rights of the new Lessor will not be subject to any claims, defenses, or set offs that you may have against us whether or not you are notified of such assignment. The cost of any Equipment, Software, services and other elements of this Agreement has been negotiated between you and the Supplier. None of Lessor's assignees will independently verify any such costs. Lessor's assignees will be providing funding based on the payment you have negotiated with Supplier. You are responsible for determining your accounting treatment of the appropriate tax, legal, financial and accounting components of this Agreement.

12. **DEFAULT AND REMEDIES:** If (a) you do not pay any lease payment or other sum due to us or other party when due or (b) if you break any of your promises in the Agreement or any other Agreement with us or (c) if you, or any guarantor of your obligations become insolvent or commence bankruptcy or receivership proceedings or have such proceedings commenced against you, you will be in default. If any part of a payment is more than three (3) days late, you agree to pay a late charge of ten percent (10%) of the payment which is late or if less, the maximum charge allowed by law. If you are ever in default, we may do any one or all of the following: (a) instruct Supplier to withhold service, parts and supplies and / or void the Customer One Guarantee; (b) terminate or cancel this Agreement and require that you pay, **AS LIQUIDATED DAMAGES FOR LOSS OF BARGAIN AND NOT AS A PENALTY**, the sum of: (i) all past due and current Monthly Payments (or other periodic payments) and charges; (ii) the present value of all remaining Monthly Payments (or other periodic payments) and charges, discounted at the rate of four percent (4%) per annum (or the lowest rate permitted by law, whichever is higher); and (iii) the present value (at the same discount rate as specified in clause (ii) above) of the amount of any purchase option with respect to the Equipment or, if none is specified, our anticipated value of the Equipment at the end of the term of this Agreement (or any renewal thereof); and (c) require you to return the Equipment to us to a location designated by us (and with respect to any Software, (i) immediately terminate your right to use the Software including the disabling (on-site or by remote communication) of any Software; (ii) demand the immediate return and obtain possession of the Software and re-license the Software at a public or private sale; and/or (iii) cause the Software supplier to terminate the Software license, support and other services under the Software license). We may recover interest on any unpaid balance at the rate of four percent (4%) per annum but in no event more than the lawful maximum rate. We may also use any of the remedies available to us under Article 2A of the Uniform Commercial Code as enacted in the State of Lessor or its Assignee or any other law. You agree to pay our reasonable costs of collection and enforcement, including but not limited to attorney's fees and actual court costs relating to any claim arising under this Agreement including, but not limited to, any legal action or referral for collection. If we have to take possession of the Equipment, you agree to pay the cost of repossession. The net proceeds of the sale of any repossessed Equipment will be credited against what you owe us. **YOU AGREE THAT WE WILL NOT BE RESPONSIBLE FOR ANY CONSEQUENTIAL INDIRECT OR INCIDENTAL DAMAGES FOR ANY REASON WHATSOEVER.** You agree that any delay or failure to enforce our rights under this Agreement does not prevent us from enforcing any rights at a later time. All of our rights are cumulative. It is further agreed that your rights and remedies are governed exclusively by this Agreement and you waive lessee's rights under Article 2A (508-522) of the UCC.

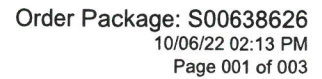
13. **UCC FILINGS:** You grant us a security interest in the Equipment if this Agreement is deemed a secured transaction and you authorize us to record a UCC-1 financing statement or similar instrument in order to show our interest in the Equipment.

14. **CONSENT TO LAW, JURISDICTION, AND VENUE:** This Agreement shall be deemed fully executed and performed in the state of Lessor or its Assignee's principal place of business and shall be governed by and construed in accordance with its laws. If the Lessor or its Assignee shall bring any judicial proceeding in relation to any matter arising under the Agreement, the Customer irrevocably agrees that any such matter may be adjudged or determined in any court or courts in the state of the Lessor or its Assignee's principal place of business, or in any court or courts in Customer's state of residence, or in any other court having jurisdiction over the Customer or assets of the Customer, all at the sole election of the Lessor. The Customer hereby irrevocably submits generally and unconditionally to the jurisdiction of any such court so elected by Lessor in relation to such matters. **BOTH PARTIES WAIVE TRIAL BY JURY IN ANY ACTION BETWEEN US.**

15. **LESSEE GUARANTEE:** You agree, upon our request, to submit the original of this Agreement and any schedules to the Lessor via overnight courier the same day of the facsimile or other electronic transmission of the signed Agreement and such schedules. Both parties agree that this Agreement and any schedules signed by you, whether manually or electronically, and submitted to us by facsimile or other electronic transmission shall, upon execution by us (manually or electronically, as applicable), be binding upon the parties. This lease may be executed in counterparts and any facsimile, photographic and/or other electronic transmission of this lease which has been manually or electronically signed by you when manually or electronically countersigned by us or attached to our original signature counterpart and/or in our possession shall constitute the sole original chattel paper as defined in the UCC for all purposes (including any enforcement action under paragraph 12) and will be admissible as legal evidence thereof. Both parties waive the right to challenge in court the authenticity of a faxed, photographic, or other electronically transmitted or electronically signed copy of this Agreement and any schedule.

16. **OVERAGES AND COST ADJUSTMENTS:** You agree to comply with any billing procedures designated by us, including notifying us of the meter reading on the Billing Date. If meter readings are not received, we reserve the right to estimate your usage and bill you for that amount. At the end of the first year of this Agreement and once each successive twelve month period, we may increase your payment, and the per page charge over the pages included (Overage) (if applicable) by a maximum of fifteen percent (15%) of the existing charge, or if less, the maximum amount permitted by applicable law. We may bill you a per page charge for all pages produced between the date of your final invoice and the date when you satisfy your obligations under this Agreement and either purchase or return the equipment to us. Notwithstanding anything herein to the contrary, for pools designated as "One Rate" pools, escalations within the original Agreement term and Supply Freight Fees do not apply nor are meter readings required. All Agreements are subject to escalation in any renewal period.

17. **COMPUTER SOFTWARE:** Notwithstanding any other terms and conditions of this Agreement, you agree that as to Software only: a) We have not had, do not have, nor will have any title to such Software, b) You have executed or will execute a separate software license Agreement and we are not a party to and have no responsibilities whatsoever in regards to such license Agreement, c) You have selected such Software and as per Agreement paragraph 5, **WE MAKE NO WARRANTIES OF MERCHANTABILITY, DATA ACCURACY, SYSTEM INTEGRATION OR FITNESS FOR USE AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR THE FUNCTION OR DEFECTIVE NATURE OF SUCH SOFTWARE, SYSTEMS INTEGRATION, OR OTHERWISE IN REGARDS TO SUCH SOFTWARE.** CUSTOMER'S LEASE PAYMENTS AND OTHER OBLIGATIONS UNDER THIS LEASE AGREEMENT SHALL IN NO WAY BE DIMINISHED ON ACCOUNT OF OR IN ANY WAY RELATED TO THE ABOVE SAID SOFTWARE LICENSE AGREEMENT OF FAILURE IN ANY WAY OF THE SOFTWARE.

☐ **Other:**

COMMENTS	

Lease Reimbursement / Direct Paid Buyout / Rebate

Customer Name: VILLAGE OF WINNETKA
Address: 510 GREEN BAY RD
City: WINNETKA **State:** IL **Zip Code:** 60093-2563

☐ **Lease Reimbursement**

Konica Minolta Business Solutions U.S.A., Inc. ("KMBS") does hereby agree to pay the Customer named above, the sum of \$ _____ representing the principal balance remaining on Lease Agreement # _____ with _____, for Model _____ Serial # _____, provided ("Leasing Company") KMBS receives payment in full from the Leasing Company (for a lease agreement) or from the Customer (for a purchase agreement) for the new transaction.

KMBS shall have no liability to the Customer or to any third party as a result of this transaction. The funds described above will be issued based upon the representation by the Customer of the outstanding balance due. The Customer agrees to remit these reimbursement funds to the Leasing Company in payment of the outstanding principal balance. If KMBS agrees to ship Customer's equipment to the Leasing Company, it is the responsibility of the Customer to first provide the Return Authorization and shipping instructions to KMBS.

☐ **Direct Paid Buyout**

Konica Minolta Business Solutions U.S.A., Inc. ("KMBS") does hereby agree to pay direct to the Leasing Company named below, the sum of \$ _____, representing the Total Buyout Quote(s) attached, itemized by lease agreement number and dollar amount below; provided KMBS receives payment in full from the Leasing Company (for a lease agreement) or from the Customer (for a purchase agreement) for the new transaction.

Leasing Company: _____
Address: _____
City: _____ **State:** _____ **Zip Code:** _____

Lease Agreement # _____	Amount \$ _____
Lease Agreement # _____	Amount \$ _____
Lease Agreement # _____	Amount \$ _____

KMBS shall have no liability to the Customer or to any third party as a result of this transaction, beyond remittance of the designated funds identified above. The funds described above will be issued based upon the Total Buyout Quote(s) attached and itemized above. The Customer agrees that any other charges not itemized on the Buyout Quote(s) attached, or resulting from additional charges for Lease Payments, Taxes, Late Fees, or Other charges imposed by the Leasing Company will be the sole responsibility of the Customer. If KMBS agrees to ship Customer's equipment to the Leasing Company, it is the responsibility of the Customer to first provide the Return Authorization and shipping instructions to KMBS.

☒ **Rebate**

Konica Minolta Business Solutions U.S.A., Inc. ("KMBS") does hereby agree to pay the Customer named above, the sum of \$ 7,037.00, representing a special incentive towards the lease or purchase of new KMBS product(s), provided KMBS receives payment in full from the respective Leasing Company (for a lease agreement) or from the Customer (for a purchase agreement) for the new transaction.

Comments:

REBATE FOR REMAINING LEASE PAYMENTS

Reimbursement or Rebate check will be issued in approximately eight (8) to ten (10) weeks from the date of installation provided KMBS receives full funding for the new transaction. Direct Paid Buyouts will be issued to the Leasing Company in approximately two (2) weeks from the date KMBS receives full funding for the new transaction.

Order Package Acceptance Agreement

Customer Name/Address:

VILLAGE OF WINNETKA
510 GREEN BAY RD
WINNETKA, IL 60093-2563

Customer's signature below constitutes Customer's acceptance of the preceding forms in this Order Package (as identified by Order Package ID S00638626 time stamped 10/06/22 02:13 PM).

This Order Package is governed by the terms and conditions of the Master Agreement contract between Konica Minolta Business Solutions U.S.A., Inc. and REGION 4 ESC (POWERED BY OMNIA), dated 06/01/2020 terms of which are incorporated into this agreement. If payment by credit card is indicated above, Customer hereby grants KMBS the authority to charge the Customer's credit card in the amount indicated (plus applicable taxes). KMBS assumes no responsibility to pick-up, return to any party, and/or resolve any financial obligations on any existing Customer equipment except as specifically stated in this Agreement or separately executed form.

Not binding on KMBS until signed by KMBS Manager.

Authorized Customer Representative

Name: _____
(Please Print)

Signature: _____

Title: _____

Date: _____

KMBS Representative

Name: _____
(Please Print)

Signature: _____

Date: _____

KMBS Manager

Name: _____
(Please Print)

Signature: _____

Date: _____



Agenda Item Executive Summary

TITLE: Resolution No. R-108-2022: Construction Engineering Contract for North of Willow Road Stormwater Project (Adoption)

PRESENTER: James Bernahl

AGENDA DATE: October 18, 2022

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

On February 16, 2021 the Village Council approved the adoption of Resolution No. R-26-2021, authorizing a Professional Services Agreement between the Village and Jacobson Golf Course design, Inc.. The agreement provided for Jacobson to perform architecture services and prepare construction and bidding documents for the Golf Course Improvements on the Winnetka Park District property as part of the proposed stormwater storage improvements. These services were awarded for a lump sum fee not to exceed \$149,290.

EXECUTIVE SUMMARY:

As part of the proposed North of Willow Stormwater Storage project, the Village in coordination with the Winnetka Park District, will be constructing architectural golf course improvements on both the 18-hole and Par-3 golf courses.

The proposed architectural improvements were designed by the firm, Jacobson Golf Course Design, Inc.. On February 16th, 2021, the Village Council approved Resolution No. R-26-2021, awarding a contract to Jacobson Golf Course Design, Inc for architectural design services for an amount not to exceed \$149,290. The proposed enhancements were developed and coordinated with Strand Associates as part of the North of Willow Road Stormwater Storage project.

To ensure the proposed golf course improvements meet the specifications of the awarded contract, and the Winnetka Park District's expectations, the Village now seeks to enter into an agreement with Jacobson Golf Course Design, Inc. to perform construction observation and contract administration services. The proposed services shall be coordinated by the Designer with the Village through periodic site visits occurring during the duration of the project. Jacobson shall consult with the Village, the Contractor, and designated consultants on a regular basis to assure that the concepts are implemented during the construction work.

In addition to attendance at regular construction meetings, and periodic site visits, Jacobson will also perform Construction Administrative service. These services include the review and approval of correlated shop drawing & equipment data, review of progress payments, samples & test reports, and field changes are required. At the conclusion of the project Jacobson will also be involved with the

development of any final inspections, including the development of the final punch list items and re-inspections. Jacobson will also review and approve the final pay requests for all related work activities or pay items related to the final golf course design. In addition, Jacobson will also be observing and coordinating directly with the Winnetka Park District on any additional alternative bid alternatives being paid for by the Park District.

Jacobson Golf Course Design, Inc. has extensive experience in Construction Observation and Administrative Services. Considering Jacobson's understanding of the design and scope of the project, staff believes that Jacobson Golf Course Design, Inc. will meet both the Village's and the Park District's expectations. For these reasons, staff is recommending that the Village Council consider approving Resolution No. R-108-2022, authorizing the Village to enter into an agreement with Jacobson Golf Course Design, Inc. for Construction Observation and Construction Administrative Services for an amount not to exceed \$45,000. A copy of the updated stormwater project tracking sheet is attached, reflecting the \$45,000 as a committed cost for Construction Management - Storage.

RECOMMENDATION:

Consider approving Resolution No. R-108-2022, Authorizing a Professional Services Agreement between the Village and Jacobson Golf Course Design, Inc., for Construction Observation and Construction Administrative Services, for a lump sum fee not to exceed \$45,000.

ATTACHMENTS:

1. Resolution Waiving Bidding and Approving Agreement with Jacobson Golf Course Design for Construction Observation and Administration
2. Village of Winnetka Agreement with Jacobson Golf Course Design, Inc. for Construction Observation and Administration Services
3. Stormwater Project Tracking Sheet as of November 1, 2022

RESOLUTION NO. R-108-2022

**A RESOLUTION WAIVING BIDDING AND APPROVING
AN AGREEMENT WITH JACOBSON GOLF COURSE DESIGN, INC. FOR
CONSTRUCTION OBSERVATION AND ADMINISTRATION SERVICES**

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, pursuant to an Intergovernmental Cooperation Agreement with the Winnetka Park District, the Village is permitted to construct stormwater management improvements on the Skokie Playfields in exchange for redesigning a portion of the golf courses located thereupon ("***Golf Course Improvements***"); and

WHEREAS, on February 26, 2021, the Village Council adopted resolution R-26-2021, approving a Master Services Agreement with Jacobson Golf Design, Inc. ("***Consultant***") to design and prepare construction and bidding documents for the Golf Course Improvements; and

WHEREAS, the Village desires to retain a firm to provide construction observation and administration services related to the Golf Course Improvements, including, without limitation, reviewing plans and reports for, and monitoring, inspecting, approving the construction of, the Golf Course Improvements (collectively, the "***Services***"); and

WHEREAS, the Contractor's experience with the design of and construction bidding for the Golf Course Improvements makes Contractor uniquely qualified to provide the Services; and

WHEREAS, pursuant to Sections 4.12.010.A and 4.12.010.C of the Village Code, the Village's bidding requirements may be waived for contracts which by their nature are not adaptable to competitive bidding; and

WHEREAS, Village staff has recommended that the Village Council (i) waive competitive bidding pursuant to Section 4.12.010.C of the Village Code, Section 1V.3.D of the Village's Purchasing Manual, and the Village's home rule authority; and (ii) approve an agreement with Contractor to provide the Services for a total amount not to exceed \$45,000.00 ("***Agreement***"); and

WHEREAS, pursuant to Sections 4.12.010 of the Village Code, the Village Council has determined that it is in the best interests of the Village to waive competitive bidding and approve the Agreement with the Contractor;

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

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

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

SECTION 3: APPROVAL OF AGREEMENT. The Village Council hereby approves the Agreement with Consultant 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 after receipt by the Village Clerk of two executed copies of the final Agreement from the Consultant; provided, however, that if the Village Clerk does not receive two executed copies of the final Agreement from the Consultant within 60 days after the date of adoption of this Resolution, then this authority to execute and seal the Agreement will, at the option of the Village Council, be null and void.

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

ADOPTED this 18th day of October, 2022, pursuant to the following roll call vote:

AYES:

NAYS:

ABSENT:

ABSTAIN:

Signed

Village President

Countersigned:

Village Clerk

October 18, 2022

R-108-2022

EXHIBIT A
AGREEMENT

**VILLAGE OF WINNETKA
PROFESSIONAL SERVICES AGREEMENT**

This **PROFESSIONAL SERVICES AGREEMENT** ("**Agreement**") is dated as of the 18th day of October, 2022, and is by and between the **VILLAGE OF WINNETKA**, an Illinois home rule municipal corporation ("**Village**" or "**Owner**"), and the Consultant identified in Section 1.A of this Agreement.

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

SECTION 1. CONSULTANT.

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

Consultant Name ("Consultant**" or "**Designer**"):** Jacobson Golf Course Design, Inc.

Address: 838 Furlong Drive, Libertyville, IL 60093

Telephone No.: (847) 918-1361

Email: contact@jacobsongolfcoursedesign.com

Project Name/Description: West Winnetka Stormwater Phase II Design

Agreement Amount: \$45,000

B. Project Description. *Perform Construction Observation and Construction Administrative consulting services for the renovations to the Winnetka Golf Club Golf Courses as part of the Village of Winnetka's West Side Stormwater Improvements*, as more fully described in the proposal attached to this Agreement as **Exhibit A ("**Proposal**")**.

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

SECTION 2. SCOPE OF SERVICES.

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

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

C. Commencement; Term. The Consultant shall commence the Services immediately upon receipt of written notice from the Village that this Agreement has been fully executed by the Parties ("***Commencement Date***"). The Consultant shall diligently and continuously prosecute the Services until the completion of the Services or upon termination of this Agreement by the Village, but in no event later than the schedule set forth in **Exhibit B** of this Agreement ("***Time of Performance***").

D. Reporting. The Consultant shall regularly report to the Village Manager, or his designee, regarding the progress of the Services during the term of this Agreement.

SECTION 3. COMPENSATION AND METHOD OF PAYMENT.

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

B. Invoices and Payment. The Consultant shall submit invoices in an approved format to the Village for costs incurred by the Consultant in performing the Services. The amount billed in each invoice for the Services shall be based solely upon the rates set forth in the Proposal. The Village shall pay to the Consultant the amount billed within 60 days after receiving such an invoice.

C. Records. The Consultant shall maintain records showing actual time devoted and costs incurred and shall permit the Village to inspect and audit all data and records of the Consultant for work done pursuant to this Agreement. The records shall be made available to the Village at reasonable times during the term of this Agreement, and for one year after the termination of this Agreement.

D. Claim In Addition To Agreement Amount.

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

2. The Consultant acknowledges and agrees that: (a) the provision of written notice pursuant to Section 3.D.1 of this Agreement shall not be deemed or interpreted as entitling the Consultant to any additional compensation; and (b) any

changes in the Agreement Amount shall be valid only upon written amendment pursuant to Section 8.A of this Agreement.

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

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

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

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

SECTION 4. PERSONNEL; SUBCONTRACTORS.

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

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

C. Approval and Use of Subcontractors. The Consultant shall perform the Services with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved in advance by the Village in writing. All

subcontractors and subcontracts used by the Consultant shall be acceptable to, and approved in advance by, the Village. The Village's approval of any subcontractor or subcontract shall not relieve the Consultant of full responsibility and liability for the provision, performance, and completion of the Services as required by this Agreement. All Services performed under any subcontract shall be subject to all of the provisions of this Agreement in the same manner as if performed by employees of the Consultant. For purposes of this Agreement, the term "Consultant" shall be deemed also to refer to all subcontractors of the Consultant, and every subcontract shall include a provision binding the subcontractor to all provisions of this Agreement.

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

SECTION 5. CONFIDENTIAL INFORMATION.

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

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

include, without limitation, requiring employees and subcontractors of the Consultant to execute a non-disclosure agreement before obtaining access to Confidential Information.

SECTION 6. STANDARD OF SERVICES AND INDEMNIFICATION.

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

B. Indemnification. The Consultant shall, and does hereby agree to, indemnify, save harmless, and defend the Village against all damages, liability, claims, losses, and expenses (including attorneys' fees) that may arise, or be alleged to have arisen, out of or in connection with the Consultant's performance of, or failure to perform, the Services or any part thereof, or any failure to meet the representations and certifications set forth in Section 6.A of this Agreement; provided, however, that this indemnity does not, and will not, apply to claims arising out of the sole negligence on the part of the Village.

C. Insurance. The Consultant shall provide, at its sole cost and expense, liability insurance in the aggregate amount of \$2,000,000, which insurance shall include, without limitation, protection for all activities associated with the Services. The insurance shall be for a minimum of \$1,000,000 per occurrence for bodily injury and \$1,000,000 per occurrence for property damage. The Consultant shall cause the Village to be named as an additional insured on the insurance policy described in this Section 6.C. Not later than 10 days after the Commencement Date, the Consultant shall provide the Village with either: (a) a copy of the entire insurance policy; or (b) a Certificate of Insurance along with a letter from the broker issuing the insurance policy to the effect that the Certificate accurately reflects the contents of the insurance policy. The insurance coverages and limits set forth in this Section 6.C shall be deemed to be minimum coverages and limits, and shall not be construed in any way as a limitation on the Consultant's duty to carry adequate insurance or on the Consultant's liability for losses or damages under this Agreement. At the Village's request, the Consultant shall use commercially reasonable efforts to increase the amount of insurance coverage that it maintains during the term of this Agreement provided that the Village reimburses Consultant for the costs to increase the amount of such coverages.

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

SECTION 7. CONSULTANT AGREEMENT GENERAL PROVISIONS.

A. Relationship of the Parties. The Consultant shall act as an independent contractor in providing and performing the Services. Nothing in, nor done pursuant to,

this Agreement shall be construed: (1) to create the relationship of principal and agent, employer and employee, partners, or joint venturers between the Village and Consultant; or (2) to create any relationship between the Village and any subcontractor of the Consultant.

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

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

D. Termination.

1. **Termination by Village.** Notwithstanding any other provision hereof, the Village may terminate this Agreement at any time upon 15 days written notice to the Consultant. In the event that this Agreement is so terminated, the Consultant shall be paid for Services actually performed and reimbursable expenses actually incurred, if any, prior to termination, not exceeding the value of the Services completed, which shall be determined on the basis of the rates set forth in the Proposal.

2. **Termination for Breach.** This Agreement may be terminated by either party upon 10 days' written notice should the other party fail to perform in accordance with the terms of this Agreement after having been given written notice of such failure and 30 days to cure. At the time of such termination, the Consultant shall be paid for Services actually performed and reimbursable expenses actually incurred, if any,

prior to termination, not exceeding the value of the Services completed, which shall be determined on the basis of the rates set forth in the Proposal.

E. Compliance With Laws and Grants.

1. Compliance with Laws. The Consultant shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required in connection with providing, performing, and completing the Services, and with all applicable statutes, ordinances, rules, and regulations, including, without limitation: any applicable prevailing wage laws; the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes requiring preference to laborers of specified classes; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 *et seq.*, and the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.* The Consultant shall also comply with all conditions of any federal, state, or local grant received by the Village or the Consultant with respect to this Agreement or the Services. Further, the Consultant shall have a written sexual harassment policy in compliance with Section 2-105 of the Illinois Human Rights Act.

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

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

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

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

2. Termination of Agreement by Village. The Village may terminate this Agreement without liability for further payment of amounts due or to become due under this Agreement after the effective date of termination.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

M. Provision of Information to Consultant. The Village shall, during the term of this Agreement, provide to Designer full, accurate and complete information regarding the requirements for the Services. The Village has furnished a topographic survey of recent date for the site of the Services, reflecting, as applicable: grades and lines of streets, alleys, pavement, and adjoining property; rights-of-way, restrictions, easements, wetland delineations, encroachments, zoning, deed restrictions, boundaries and contours of the site of the Project; locations, dimensions and complete data pertaining to existing buildings and trees; and full information concerning available service and utility lines both private and public, above and below grade, including inverts and depths. Owner shall also furnish to Designer, as applicable, zoning restrictions, deed restrictions, geotechnical reports and hydrological information relating to the site of the Services. Nothing in this Section 7.M shall be interpreted as a waiver of Consultants obligations set forth in Section 1.C of this Agreement.

SECTION 8. GENERAL PROVISIONS.

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

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

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

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

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

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

With a copy to:

Elrod Friedman, LLP
325 N. LaSalle Street, Suite 450
Chicago, Illinois 60654
Attention: Peter M. Friedman

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

Rick Jacobson
Jacobson Golf course Design, Inc.
838 Furlong Drive
Libertyville, Illinois 60093

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

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

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

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

I. Governing Laws. This Agreement shall be governed by, construed and enforced in accordance with the internal laws, but not the conflicts of laws rules, of the State of Illinois.

J. Authority to Execute.

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

2. The Consultant. The Consultant hereby warrants and represents to the Village that the persons executing this Agreement on its behalf have the full and complete right, power, and authority to enter into this Agreement and to agree to the terms, provisions, and conditions set forth in this Agreement and that all legal actions needed to authorize the execution, delivery, and performance of this Agreement have been taken.

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the Parties have executed this Agreement this 18th day of October, 2022.

ATTEST:

VILLAGE OF WINNETKA

By: _____
Village Clerk

By: _____
Village President

ATTEST:

CONSULTANT

By: _____

By: _____

Title: _____

Its: _____

EXHIBIT A
PROPOSAL

Jacobson Golf Course Design, Inc.

September 28, 2022

1.1 CONTRACT ADMINISTRATION

1) Construction Observation

Construction Observation and Contract Administration Services will be coordinated by Designer through periodic site visits occurring during the duration of the project as reasonably requested by the Owner or Contractor. Designer shall consult with the Owner and the Contractor and designated consultants on a regular basis to assure that the Designer's concepts are implemented during the construction work.

2) Contract Administration

Contract Administration Services may also include the following task

a) Coordinate Periodic Golf Course Contractor Submittals on a monthly basis:

- 1) Application and Certificate for progress payments and lien waivers
- 2) Shop Drawings & Equipment data
- 3) Samples & test reports
- 4) Change orders and Directives
- 5) Field orders

c) Coordinate Golf Course Contractor Close-Out Procedures:

- 1) Punch List
 - 2) Substantial Completion
 - 3) Transfer of Documents (warranties, operation & equipment manuals, etc.)
 - 4) Final Inspection
 - 5) Final Waiver of Lien
 - 6) Final application for payment
 - 7) Final payment and acceptance
- i) The Contract Administration services shall commence at the time of the award of the Construction Contract to Contractor and shall end when grassing is completed on 18-hole course and Par 3 9-hole course.
 - ii) Designer, as the representative of Owner during the Construction Phase, advise and consult with Owner and Project Engineer regarding construction of the Project and all of Owner's instructions to Contractor may be issued through Designer.
 - iii) Owner shall at all times give Designer access to the Project so that Designer may make periodic visits to the Project to familiarize himself generally with the progress

and quality of the work to be performed under the Construction Documents by Contractor (hereinafter the "Work"). Although Designer may endeavor to guard Owner against defects and deficiencies in the Work of Contractor, Designer shall not be responsible for the construction means, methods, techniques, sequences of procedures, or safety precautions and programs in connection with Contractor's Work and shall not be responsible for Contractor's failure to carry out the Work in accordance with the Construction Documents. As used herein, the term "Work" shall mean the construction required by the Construction Documents and shall include all labor used in such construction and all materials, and equipment and course accessories incorporated or to be incorporated into such construction.

- iv) Based upon the observation of the Work at the Project and upon Contractor's application for payments pursuant to the Construction Documents, Designer may determine the amount owing to Contractor under the Construction Documents and may authorize certificates for payment by Owner to Contractor in such amounts with appropriate retainage as specified. The issuance of a certificate for payment by Contractor, and the authorization thereof by Designer, constitutes representation by Designer to Owner that, to the best of the knowledge, information and belief of Designer: (1) the Work has progressed to the point indicated in such application; (2) the quality of the Work is in accordance with the Construction Documents, subject to (a) an evaluation of the Project as a functioning whole upon Substantial Completion (as hereinafter defined), (b) the results of any subsequent tests required by or performed under the Construction Documents, (c) minor deviations from the Construction Documents correctable prior to Substantial Completion or Final Completion (as hereinafter defined), and (3) Contractor is entitled to payment in the amount stated in the certificate for payment. By authorizing the issuance of a certificate for payment, Designer shall not be deemed to represent that he has made any independent examination to ascertain how or for what purpose Contractor has used the monies paid to him under the Construction Contract. "Substantial Completion", as used herein, shall be deemed to occur when Designer determines that, to the best of his knowledge, information and belief, the Work has been completed in accordance with the terms and conditions of the Construction Documents.
- v) Designer has the authority to reject Work which he discovers does not conform to the Construction Documents and shall promptly report same to Owner and Project Engineer. Designer shall not be liable to Owner for the consequences or results of any decisions made by Designer, in good faith, either to exercise his authority to reject all or any part of the Work.
- vi) Designer shall promptly review shop drawings, samples, and other submissions of Contractor only for conformance with the design concept of the Project and for compliance with the information given in the Construction Documents.
- vii) Designer shall prepare change orders for Owner's approval and execution and shall have authority to order minor changes in accordance with the Work which are not

directly inconsistent with the provisions of the Construction Documents.

- viii) During the course of construction, the Designer may be called upon to determine the degree to which certain design conditions have been achieved by Contractors. In performance of this work, the Designer will use sampling procedures, that is, selected portions of the work will be subject to close review and/or testing and the results observed will be inferred to exist in other areas not sampled. Although such sampling procedures shall be conducted by the Designer in accordance with commonly accepted procedures consistent with applicable standards of practice, the Owner understands that such procedures indicate actual conditions only where sampling is performed, and that, despite proper implementation of sampling and/or testing procedures, and despite proper interpretation of their results, the Designer cannot assure the existence of conditions despite Designer's reasonable belief they exist. The Owner agrees that it would be improper for the Designer to certify that certain conditions exist when the Designer cannot assure, they exist. Accordingly, the Owner shall not require the Designer to sign any certification, no matter by whom requested, that would result in the Designer certifying the existence of conditions whose existence the Designer cannot assure. The Owner also agrees that the Owner shall not make resolution of any dispute with the Designer or payment of any amount due to the Designer in any way contingent upon the Designer's certifying the existence of conditions whose existence the Designer cannot assure.
- ix) Designer shall not be responsible for the wrongful or negligent acts or omissions of Contractor, or any subcontractors, or any of Contractor's or subcontractor's agents or employees, or any other persons performing, either directly or indirectly, any of the Work on the Project, and Owner shall indemnify Designer and hereby holds Designer harmless from and against any costs, losses, claims or damages which may result from any such acts or omissions of Contractor, or any subcontracts, or any of Contractor's or subcontractor's agents or employees, or any other persons performing either directly or indirectly, any of the Work on the Project.
- x) The extent of the duties, responsibilities and limitations of authority of Designer, as Owner's representative during construction of the Project, shall not be modified or extended without the prior written consent of Owner, Contractor (if so required by the Construction Documents), and Designer.
- xi) The terms "Contractor" and "Construction Contract" shall, in the appropriate context, mean the singular or plural forms of such terms.

1.2 **Additional Services**

- (A) The services listed below in this Section 1.2 (hereinafter the "Additional Services") are not included in the definition and description of Contract Administration Services as requested by Owner and performed by Designer shall be paid to Designer by Owner as follows:
one hundred ninety-five dollars (\$195.00) per hour, for additional design services and

additional presentations to Boards / Committees and one hundred and twenty-five dollars (\$125.00) per hour for AutoCAD services and Power Point Presentation preparation services and sixty-five dollars (\$65.00) per hour for administrative / clerical services.

(B) Additional Services may include, without limitation, the following, providing the same are known to and approved by Owner prior to rendition:

- 1) Presentations to Boards, Committees etc. as requested by the Owner and that are not included in the Contract Administration Services as outlined in Section 1.1.
- 2) Revising previously approved, by Owner, Construction Documents, including Drawings, Specifications, or other documents to accomplish changes not initiated by Designer.
- 3) Revising or adding working drawings and details if required by governing agencies after completion of plans. This will include time spent with other consultants for purposes of integrating golf requirements into the overall approval and entitlement process.
- 4) Preparing documents for alternate bids requested by Owner.
- 5) Providing consultation concerning replacement of any part of the Project damaged by casualty or other cause during construction, which was not incurred as a result of Designer's negligence and furnishing professional services as may be required in connection with the replacement of such parts of the Project.
- 6) Providing professional services made necessary by the default of Contractor or any subcontractor in the performance of the Construction Documents, or any other defaults of any subcontractor or supplier of materials, equipment or golf course accessories.
- 7) Providing administration services regarding the Construction Contract, and observation of the Work, after the time specified in the Construction Documents for Substantial Completion if such time has been exceeded by more than twenty percent (20%) or sixty (60) days, whichever is less, if such delay has occurred through no fault of Designer or extreme weather conditions (meaning 20% beyond normal range in temperature and 200% beyond normal range in rainfall as documented at the nearest recording station for the National Oceanic and Atmospheric Administration).
- 8) Providing services as a witness or consultant in connection with any judicial, arbitration or administrative proceeding; and appearing an excessive number of times in public hearings or before governmental agencies.
- 9) Providing any other services not otherwise included under "Basic Services" as

defined in this Proposal.

- (C) All payments from the Owner to the Designer for Additional Services shall be paid to the order of Jacobson Golf Course Design, Inc. and to be delivered to the office whose address is 838 Furlong Drive, Libertyville, Illinois 60048. Any payment due Designer which is not paid within 30 days of invoicing shall bear interest at the rate of eighteen percent (18%) per annum until paid and may also constitute an event of default under this Proposal.

Fee Structure

1.3

Based on the Scope of Services outlined in 1.1 our fee for providing Contract Administration services is ***Forty-five Thousand Dollars*** (\$45,000.00). Fees are to be paid in monthly progress payments.

EXHIBIT B

Schedule

The Services shall commence by October 18th, 2022, provided that (i) Consultant receives written notice from the Village that this Agreement has been fully executed by both parties; and (ii) the Village and its other consultants provide Consultant required information to Consultant promptly and review and response timeframes are reasonable within industry standards. The schedule for the Time of Performance is as follows:

- A. Completion of Basic Services set forth in Article 1.1(1) of the Proposal – Construction Observation Phase: by the earlier of 360 days after the Commencement Date; or establishment of seeding at the Winnetka Golf Club Golf Courses has occurred, as determined by the Village in its sole and reasonable discretion.
- B. Completion of Basic Services in Article 1.1(2) of the Proposal – Construction Administration: upon the earlier of 360 days after the Commencement Date; or both approval of final punch list items by the Village and submission of a pay request by the Consultant.

Project	Council Approved Plan 11/2020	Plan Escalation 2021 (CPI - 7%) - Note 1	Project Plan - Updated November 1, 2022
Storage Projects			
CCFP Stormwater Wetland	\$ 2,408,478	\$ 2,577,071	\$ 2,577,071
Landfill Reconfiguration	\$ 1,719,378	\$ 1,839,734	\$ 987,838
Crow Island Storage	\$ 3,994,524	\$ 4,274,141	\$ 4,274,141
Duke Childs & Park District Storage	\$ 6,907,777	\$ 7,391,321	\$ -
StormTrap	\$ -	\$ -	\$ 4,239,210
DiMeo Contract	\$ -	\$ -	\$ 4,421,821
Par 3 Golf Course Storage	\$ 1,456,319	\$ 1,558,261	\$ 2,424,009
18-Hole Golf Course Storage	\$ 3,460,107	\$ 3,702,314	\$ -
Village electrical costs	\$ -	\$ -	\$ 238,220
DiMeo Contract	\$ -	\$ -	\$ 6,393,630
Subtotal Storage Projects	\$ 19,946,583	\$ 21,342,843	\$ 25,555,940
Conveyance Projects			
Hibbard Road	\$ 3,400,150	\$ 3,638,161	\$ 1,913,341
DiMeo Contract (47% of project)	\$ -	\$ -	\$ 1,575,274
Spruce Street	\$ 175,901	\$ 188,214	\$ 188,214
Oak Street West	\$ 998,631	\$ 1,068,535	\$ 935,292
DiMeo Contract (12% of project)	\$ -	\$ -	\$ 122,749
Oak Street East	\$ 2,266,544	\$ 2,425,202	\$ 2,425,202
Ash Street	\$ 3,514,116	\$ 3,760,104	\$ 3,348,227
DiMeo Contract (11% of project)	\$ -	\$ -	\$ 347,788
Willow Road East	\$ 3,636,327	\$ 3,890,870	\$ 3,890,870
Crow Island Outlet	\$ 1,754,866	\$ 1,877,707	\$ 1,877,707
Mount Pleasant Street	\$ 1,789,171	\$ 1,914,413	\$ 1,914,413
Sunset Road West	\$ 1,935,429	\$ 2,070,909	\$ 2,070,909
Sunset Road East	\$ 4,464,674	\$ 4,777,201	\$ 4,777,201
Provident Neighborhood	\$ 2,016,432	\$ 2,157,582	\$ 2,157,582
Locust Street	\$ 1,490,910	\$ 1,595,274	\$ 1,595,274
Hill Road	\$ 270,802	\$ 289,758	\$ 289,758
Skokie Ditch	\$ 2,707,333	\$ 2,896,846	\$ 2,896,846
North of Pine Street	\$ 1,656,855	\$ 1,772,835	\$ 1,772,835
Flood Prone Property - CIW	\$ -	\$ -	\$ 395,000
Subtotal Conveyance Projects	\$ 32,078,141	\$ 34,323,611	\$ 34,494,482
Soft Costs (Engineering, Fees, Contingency etc.) - not escalated			
FPDCC Fees	\$ 3,113,000	\$ 3,113,000	\$ 3,172,587
Mitigation Fees - USACE	\$ 2,220,000	\$ 2,220,000	\$ 2,200,000
Engineering	\$ 4,761,178	\$ 4,761,178	\$ -
Strand Contract R-78-2022	\$ -	\$ -	\$ 2,920,440
Strand Contract R-104-2022	\$ -	\$ -	\$ 65,000
Committed Engineering Costs			\$ 1,848,660
Construction Management - Storage	\$ 715,500	\$ 715,500	\$ -
Jacobson Contract R-108-2022	\$ -	\$ -	\$ 45,000
Strand Contract R-75-2022	\$ -	\$ -	\$ 665,800
Construction Mgmt. - Conveyance	\$ 2,141,207	\$ 2,141,207	\$ 1,000,000
Partner Payments (NTHs, WPD, D36)	\$ 669,600	\$ 669,600	\$ 669,600
Contingency	\$ 10,075,791	\$ 10,075,791	\$ 6,725,221
Subtotal Soft Costs	\$ 23,696,276	\$ 23,696,276	\$ 19,312,308
Project Total	\$ 75,721,000	\$ 79,362,730	\$ 79,362,730

Allocated Contingency at 11/1/2022 (Note 2): \$ 3,350,570

Previously Committed Costs at 10/1/2022 (Note 3): \$ 28,527,201

CCFPD Fees / Jacobsen Engineering (Note 4): \$ 3,217,587

Total Costs Committed to Date: \$ 31,744,788

Notes:

- Note 1) The original Council approved plan from November of 2020 was escalated through 12/31/2021 utilizing the U.S. Bureau of Labor Statistics December 31, 2021 Consumer Price Index report.
https://www.bls.gov/news.release/archives/cpi_01122022.htm
- Note 2) The cell highlighted in blue is the total amount of project contingency utilized as of August 1, 2022.
- Note 3) Cells highlighted in green reflect committed costs as of August 1, 2022. A "committed cost" is an amount that has already been expended or is contractually obligated to be paid in the future. The following is a summary of some of the substantial committed costs to date:
- R-51-2020 (8/4/2020): Strand - \$650,100, CCFP and Landfill Design Engineering.
 - R-25-2021 (2/19/2021): Strand - \$939,670, N. of Willow Design Engineering.
 - R-98-2021 (12/7/2022): Storm Trap Purchase - \$4,239,210
 - R-74-2022 (6/21/2022): DiMeo - \$15,285,271 (\$426,673 reimbursable)
^ above does not include \$1,229,286 WPD alternatives costs.
 - R-75-2022 (6/21/2022): Strand - \$665,800, N. of Willow Construction Engineering.
 - R-78-2022 (6/21/2022): Strand - \$2,920,440, Conveyance Engineering.
 - R-88-2022 (8/16/2022): USACE Mitigation Fees - \$2,200,000.
 - R-58-2019 and R-27-2020: 9/6/22 payments made to New Trier High School (\$279,600) and Winnetka Park District (\$390,000) USACE Mitigation Fees - \$2,200,000.
 - \$395,000 in flood prone property acquisition costs. In total the property acquisition cost is \$1,295,000 offset by \$900,000 grant from MWRD for a net cost of \$395,000.
 - R-104-2022 - Hibbard Road stormwater design services - \$65,000.
- Note 4) The cells highlighted in pink represent updates to the stormwater tracking spreadsheet since October 1st.. Since October 1st, there are two items added to the spreadsheet. The first accounts for the fees associated with the IGA between the Village of Winnetka and the Forest Preserve District of Cook County. This agreement will be brought to the Council for consideration on October 18, 2022 via Resolution R-106-2022 and will increase committed costs by \$3,172,587. This is \$59,587 greater than previously anticipated. Contingency has been adjusted to account for this difference. The second item is for golf course construction management costs being considered by Council on October 18, 2022 via resolution R-108-2022 with Jacobson Golf Course Design.



Agenda Item Executive Summary

TITLE: Ordinance No. M-12-2022: 644 Pine Lane - Variation (Adoption)

PRESENTER: David Schoon

AGENDA DATE: October 18, 2022

CONSENT: No

ITEM TYPE: Ordinances and Resolutions

ITEM HISTORY:

On October 6, 2022, the Village Council approved introduction of Ordinance No. M-12-2022, Granting a Variation from the Winnetka Zoning Ordinance to Allow Garage Space on the Subject Property to Exceed the Maximum Permitted in the R-2 Single Family Residential District (644 Pine Lane).

EXECUTIVE SUMMARY:

On October 6, 2022, the Village Council discussed the application submitted by Doug Minahan (the "Applicant") as the owner of the property located at 644 Pine Lane (the "Subject Property"), seeking approval of a variation to allow garage space on the Subject Property to exceed the maximum permitted garage capacity of four vehicles in the R-2 Single Family Residential District. After discussing the proposed plan and the recommendation of approval by the Zoning Board of Appeals, the Council voted 5-1 to approve introduction of Ordinance No. M-12-2022, granting the requested relief. One Trustee found that the request did not meet the eight variation standards considered by the Zoning Board of Appeals, provided in Section 17.60.040 {Variation Procedures: Standard and Major Variations}. In light of this, staff would like to refer the Council to Section 17.60.050.D. {Variation Standards for Village Council} which states:

"The Village Council shall have the discretion to grant variations, without further public notice, upon finding that the variation requested is in harmony with the general purpose and intent of the Zoning Ordinance and in accordance with general or specific rules contained in this chapter, and upon finding that there are practical difficulties or particular hardships in the way of carrying out the strict letter or any of the provisions or regulations of the Zoning Ordinance..."

The updated exterior building elevation provided by the Applicant representing the garage doors he would like to install on the existing coach house has been inserted into Ordinance No. M-12-2022 (**Attachment 1**). As noted on the elevation, the new garage doors will match the garage doors on the main house, which is currently under construction.

RECOMMENDATION:

The Council may wish to consider adoption of Ordinance No. M-12-2022, Granting a Variation from the Winnetka Zoning Ordinance to Allow Garage Space on the Subject Property to Exceed the Maximum Permitted in the R-2 Single Family Residential District.

ATTACHMENTS:

1. Ordinance No. M-12-2022: Granting a Variation to Allow Garage Space to Exceed the Maximum Permitted (644 Pine Lane)

**AN ORDINANCE GRANTING A VARIATION
FROM THE WINNETKA ZONING ORDINANCE
TO ALLOW GARAGE SPACE ON THE SUBJECT PROPERTY TO
EXCEED THE MAXIMUM PERMITTED
WITHIN THE R-2 SINGLE FAMILY RESIDENTIAL DISTRICT
(644 Pine Lane)**

WHEREAS, Douglas Minahan, as Trustee of the Douglas Minahan Trust dated June 25, 2020 as an undivided 50 percent interest, and Jessica Ann Minahan, as Trustee of the Jessica Ann Minahan Trust dated June 25, 2022 as an undivided 50 percent interest (collectively, the ***“Applicant”***) are the record title owners of the parcel of real property commonly known as 644 Pine Lane in Winnetka, Illinois, and legally described in **Exhibit A** attached to and, by this reference, made a part of this Ordinance (***“Subject Property”***); and

WHEREAS, the Subject Property is approximately 2.4 acres in area and located within the R-2 Single Family Residential District of the Village (***“R-2 District”***) and is improved with a single-family residence that is currently under construction (***“Residence”***) and an existing coach house (***“Coach House”***); and

WHEREAS, the Coach House contains a two-car garage (***“Existing Garage”***) that is currently being converted into property maintenance storage space due to the Residence containing garage space to accommodate four vehicles; and

WHEREAS, the Applicant desires to maintain the Existing Garage in the Coach House (***“Proposed Garage”***); and

WHEREAS, pursuant to Section 17.24.020.B.4 of the Winnetka Zoning Ordinance (***“Zoning Ordinance”***), a permitted accessory use and the use of an accessory building may include private garages with a total capacity of not more than four vehicles; and

WHEREAS, to construct the Proposed Garage in the Coach House on the Subject Property, the Applicant filed an application for a variation from Section 17.24.020.B.4 to allow the Proposed Garage to include a total capacity of two vehicles, and a total of capacity of all garages on the Subject Property of six vehicles (***“Variation”***); and

WHEREAS, on September 12, 2022, after due notice thereof, the Zoning Board of Appeals (***“ZBA”***) conducted a public hearing on the Variation and, by a vote of four members in favor and two opposed, recommended that the Council of the Village of Winnetka (***“Village Council”***) approve the Variation; and

WHEREAS, pursuant to Section 17.60.050 of the Zoning Ordinance, the Village Council has determined that: (i) the Variation is in harmony with the general purpose and intent of the Zoning Ordinance and is in accordance with general or specific rules set forth in Chapter 17.60 of the Zoning Ordinance; and (ii) there are practical difficulties or particular hardships in the way of carrying out

the strict letter of the provision or regulation of the Zoning Ordinance from which the Variation have been sought; and

WHEREAS, the Village Council has determined that approval of the Variation for the Subject Property within the R-2 District is in the best interest of the Village and its residents;

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

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

SECTION 2: APPROVAL OF VARIATION. Subject to, and contingent upon, the terms, conditions, restrictions, and provisions set forth in Section 3 of this Ordinance, the Variation from Section 17.24.020.B.4 of the Zoning Ordinance to allow the construction of the Proposed Garage on the Subject Property are hereby granted, in accordance with and pursuant to Chapter 17.60 of the Zoning Ordinance and the home rule powers of the Village.

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

- A. **Commencement of Construction.** The Applicant must commence the construction of the Proposed Garage no later than 12 months after the effective date of this Ordinance.
- B. **Compliance with Regulations.** Except to the extent specifically provided otherwise in this Ordinance, the development, use, and maintenance of the Proposed Garage, Coach House, and Subject Property must comply at all times with all applicable Village codes and ordinances, as they have been or may be amended over time.
- C. **Reimbursement of Village Costs.** In addition to any other costs, payments, fees, charges, contributions, or dedications required under applicable Village codes, ordinances, resolutions, rules, or regulations, the Applicant must pay to the Village, promptly upon presentation of a written demand or demands therefor, of all fees, costs, and expenses incurred or accrued in connection with the review, negotiation, preparation, consideration, and review of this Ordinance. Payment of all such fees, costs, and expenses for which demand has been made shall be made by a certified or cashier's check. Further, the Applicant must pay upon demand all costs incurred by the Village for publications and recordings required in connection with the aforesaid matters.
- D. **Compliance with Plans.** The development, use, and maintenance of the Proposed Garage on the Subject Property must be in strict accordance with the plans prepared by Wade Weissmann Architecture, Inc., copies of which are attached to, and by this reference, made part of this Ordinance as **Exhibit B (“Plans”)**, except for minor changes and site work approved by the Director of Community Development or the

Director of Public Works (within their respective permitting authority) in accordance with all applicable Village codes, ordinances, and standards.

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

SECTION 5: FAILURE TO COMPLY. Upon the failure or refusal of the Applicant to comply with any or all of the conditions, restrictions, or provisions of this Ordinance, in addition to all other remedies available to the Village, the approvals granted in Section 2 of this Ordinance will, at the sole discretion of the Village Council, by ordinance duly adopted, be revoked and become null and void; provided, however, that the Village Council may not so revoke the approvals granted in Section 2 of this Ordinance unless it first provides the Applicant with two months advance written notice of the reasons for revocation and an opportunity to be heard at a regular meeting of the Village Council. In the event of revocation, the development and use of the Subject Property will be governed solely by the regulations of the applicable zoning district and the applicable provisions of the Zoning Ordinance, as the same may, 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 6: 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 7: 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 8: EFFECTIVE DATE.

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

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

B. In the event that the Applicant does not file with the Village Clerk a fully executed copy of the unconditional agreement and consent described in Section 8.A.3 of this Ordinance within 60 days after the date of passage of this Ordinance by the Village Council, the Village Council shall have the right, in its sole discretion, to declare this Ordinance null and void and of no force or effect.

[SIGNATURE PAGE FOLLOWS]

PASSED this ____ day of _____, 2022, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this ____ day of _____, 2022.

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 _____,
2022.

Introduced: October 6, 2022

Passed and Approved: _____, 2022

EXHIBIT A
LEGAL DESCRIPTION OF SUBJECT PROPERTY

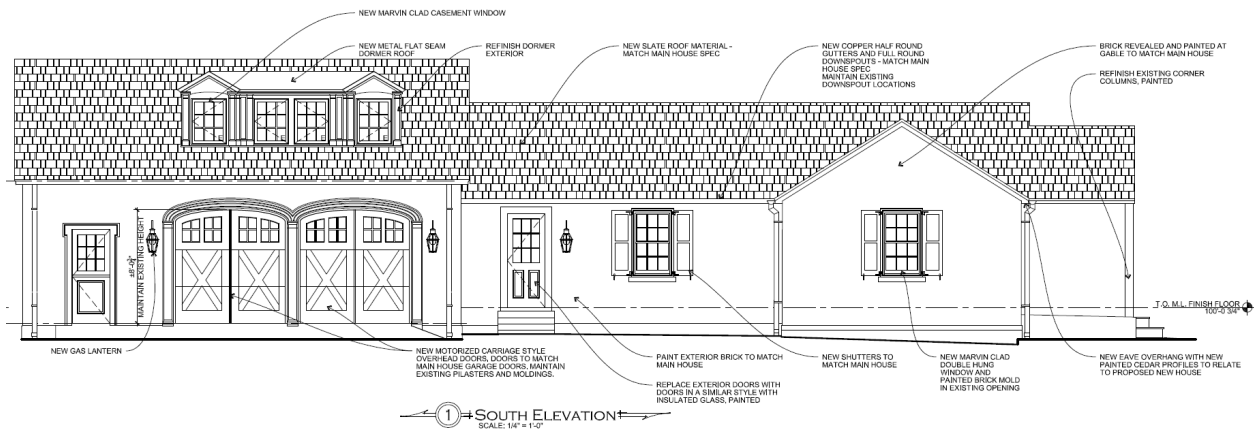
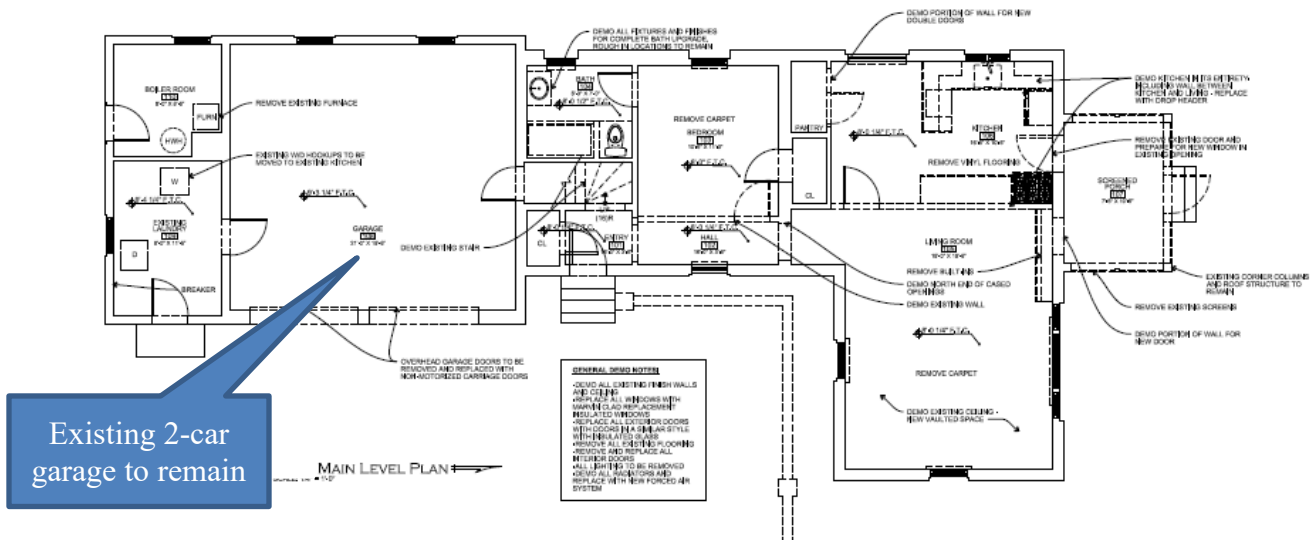
LOT 1 AND LOT 2 OF THE HAROLD NUTTING SUBDIVISION OF PART OF THE SOUTH HALF OF THE SOUTH WEST ¼ OF SECTION 17, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 15, 1961, AS DOCUMENT 18247865 AND CORRECTED BY PLAT RECORDED DECEMBER 5, 1961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

Commonly known as 644 Pine Lane, Winnetka, Illinois.

PIN: 05-17-312-049-0000 and 05-17-312-048-0000

PLANS

PLANS



Front Elevation of Coach House with Existing Garage Door Openings Remaining and Replaced with New Garage Doors

EXHIBIT C

UNCONDITIONAL AGREEMENT AND CONSENT

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

WHEREAS, Douglas Minahan, as Trustee of the Douglas Minahan Trust dated June 25, 2020 as an undivided 50 percent interest, and Jessica Ann Minahan, as Trustee of the Jessica Ann Minahan Trust dated June 25, 2022 as an undivided 50 percent interest (collectively, the "**Applicant**") are the record title owners of the parcel of real property commonly known as 644 Pine Lane in Winnetka, Illinois, and legally described in **Exhibit A** attached to and, by this reference, made a part of this Ordinance ("**Subject Property**"); and

WHEREAS, the Subject Property is approximately 2.4 acres in area and located within the R-2 Single Family Residential District of the Village ("**R-2 District**") and is improved with a single-family residence that is currently under construction ("**Residence**") and an existing coach house ("**Coach House**"); and

WHEREAS, the Coach House contains a two-car garage ("**Existing Garage**") that is currently being converted into property maintenance storage space due to the Residence containing garage space to accommodate four vehicles; and

WHEREAS, the Applicant desires to maintain the Existing Garage in the Coach House ("**Proposed Garage**"); and

WHEREAS, pursuant to Section 17.24.020.B.4 of the Winnetka Zoning Ordinance ("**Zoning Ordinance**"), a permitted accessory use and the use of an accessory building may include private garages with a total capacity of not more than four vehicles; and

WHEREAS, to construct the Proposed Garage in the Coach House on the Subject Property, the Applicant filed an application for a variation from Section 17.24.020.B.4 to allow the Proposed Garage to include a total capacity of two vehicles, and a total of capacity of all garages on the Subject Property of six vehicles ("**Variation**"); and

WHEREAS, Ordinance No. M-12-2022, adopted by the Village Council on _____, 2022 ("**Ordinance**"), grants the Variation; and

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

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

1. The Applicant hereby unconditionally agrees to accept, consent to, and abide by each and all of the terms, conditions, limitations, restrictions, and provisions of the Ordinance.

2. The Applicant acknowledges that public notices and hearings have been properly given and held with respect to the adoption of the Ordinance, has considered the possibility of the revocation provided for in the Ordinance, and agrees not to challenge any such revocation on the grounds of any procedural infirmity or a denial of any procedural right.

3. The Applicant acknowledges and agrees that the Village is not and will not be, in any way, liable for any damages or injuries that may be sustained as a result of the Village's grant of the Variation for the Subject Property or its adoption of the Ordinance, and that the Village's approvals do not, and will not, in any way, be deemed to insure the Applicant against damage or injury of any kind and at any time.

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

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

Dated: _____, 2022

ATTEST:

**DOUGLAS MINAHAN, AS TRUSTEE OF THE
DOUGLAS MINAHAN TRUST DATED JUNE
25, 2020**

By: _____

By: _____

ATTEST:

**JESSICA ANN MINAHAN, AS TRUSTEE OF
THE JESSICA ANN MINAHAN TRUST
DATED JUNE 25, 2022**

By: _____

By: _____



Agenda Item Executive Summary

TITLE: Resolution No. R-107-2022: Certificate of Appropriateness - Building Only - 93 Green Bay Road (Adoption)

PRESENTER: David Schoon

AGENDA DATE: October 18, 2022

CONSENT: No

ITEM TYPE: Ordinances and Resolutions

ITEM HISTORY:

11/21 - Council directed staff to negotiate lease terms with Tala Coffee Roasters for 93 Green Bay Road

8/19/22 - Council adopted Resolution No. R-80-2022, Approving a Lease with Tala Coffee Roasters for 93 Green Bay Road

EXECUTIVE SUMMARY:

On October 18, 2022, the Village Council is scheduled to consider Resolution No. R-107-2022, approving a Certificate of Appropriateness submitted by SAR, Incorporate, d/b/a Tala Coffee Roasters ("Tala"), lessee of the property at 93 Green Bay Road (the "Subject Property"), and the Village of Winnetka, as owner of the Subject Property (collectively the "Applicants"). The request is to allow renovation of the existing commercial building.

ADVISORY BOARD/COMMISSION REVIEW

On October 3, 2022, the Design Review Board (DRB) considered an application for a Certificate of Appropriateness submitted by Tala and the Village for improvements to the existing commercial building and construction of site/streetscape improvements on the Subject Property. Given the property is in the C-1 Limited Retail Commercial District, the Village Council has the final authority on the Certificate of Appropriateness. The DRB is only a recommending body in this instance.

After hearing from Tala representatives regarding the proposed exterior building improvements, Village staff regarding the proposed site improvements, and after receiving only one written comment from the public, the DRB discussed the proposed building and site improvements. In response to a Board member question, Tala representatives stated though the current elevation drawing does not show the west elevation window matching the south elevation window that it abuts, it is their intent to have them match (the exhibits attached to Resolution No. R-107-2022, reflect this). The Board recommended approval of the exterior building improvements as presented, by a vote of 7-0. However, the Board did not forward a recommendation regarding the site improvements as some members had concerns regarding the cohesiveness of the design. The Board asked staff to look at how the selected materials could be more cohesive, if there is a chance to add more green space, what could be done to use landscaping as a buffer to create a more intimate space, and what pavement treatment could be used

to create more defined spaces on the site. Staff will return to the Board at a future meeting with a response to the Board's concerns.

We are bringing the resolution approving the certificate of appropriateness for exterior building improvements so that Tala can continue move forward with securing the building permit for the improvements, while we continue to work with the DRB on the site improvements.

As previously noted, the exhibits to Resolution No. R-107-2022 includes revisions to the west elevation window so that it matches the adjacent south elevation window, as discussed during the DRB review. In addition, since the DRB review, it was learned that the footprint of the proposed canopy needed to be slightly adjusted due to conflicts with existing utilities that run through the site. The attached plans reflect that change.

RECOMMENDATION:

The Council may wish to consider adopting Resolution No. R-107-2022, Certificate of Appropriateness - Building Only - 93 Green Bay Road.

ATTACHMENTS:

1. Resolution No. R-107-2022: Granting a Certificate of Appropriateness for Exterior Building Improvements at 93 Green Bay Road
2. October 3, 2022, DRB Staff Report and Attachments, and Draft October 3, 2022, DRB Meeting Minutes

Attachment 1

RESOLUTION NO. R-107-2022

A RESOLUTION GRANTING A CERTIFICATE OF APPROPRIATENESS FOR EXTERIOR BUILDING IMPROVEMENTS AT 93 GREEN BAY ROAD

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

WHEREAS, the Village is the owner of the property commonly known as 93 Green Bay Road, Winnetka, Illinois ("***Subject Property***"); and

WHEREAS, the Subject Property is improved with an existing, single-story commercial building ("***Building***"); and

WHEREAS, on August 16, 2022, the Village approved a lease agreement ("***Lease***") with SAR, Incorporated, d/b/a Tala Coffee Roasters ("***Tala***") to lease and redevelop the Property, including, without limitation, by making certain exterior improvements to the Building ("***Proposed Building Improvements***"); and

WHEREAS, pursuant to the Lease and Section 15.40.010(A) of the Winnetka Village Code ("***Village Code***"), Tala and the Village (collectively, the "***Applicants***") must obtain a certificate of appropriateness for the Proposed Building Improvements; and

WHEREAS, on October 3, 2022, after due notice thereof, the Design Review Board of the Village met to consider a certificate of appropriateness for the Proposed Building Improvements ("***Certificate of Appropriateness***"), and by a vote of seven in favor and none opposed, recommended the issuance of the Certificate of Appropriateness; and

WHEREAS, the Village Council has determined that approval of the Certificate of Appropriateness for the construction of the Proposed Building Improvements on the Subject Property is in the best interest of the Village and its residents;

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

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

SECTION 2: APPROVAL OF CERTIFICATE OF APPROPRIATENESS. Subject to, and contingent upon, the terms, conditions, restrictions, and provisions set forth in Section 3 of this Resolution, the Certificate of Appropriateness is granted for the Proposed Building Improvements at the Subject Property, pursuant to Section 15.40.010 of the Village Code and the home rule powers of the Village.

SECTION 3: CONDITIONS. The approval granted by Section 2 of this Resolution is subject to, and contingent upon, compliance by the Applicants with the following conditions:

- A. Commencement of Construction. The Applicants must commence the construction of the Proposed Building Improvements no later than 12 months after the effective date of this Resolution.
- B. Compliance with Regulations. Except to the extent specifically provided otherwise in this Resolution, the development, use, and maintenance of the Proposed Building Improvements and the Subject Property must comply at all times with all applicable Village codes and resolutions, as they have been or may be amended over time.
- C. Compliance with Plans. The development, use, and maintenance of the Proposed Building Improvements on the Subject Property must be in general accordance with the plans which are attached to, and by this reference, made part of this Resolution as **Exhibit A (“Plans”)**, except for minor changes and site work approved by the Director of Community Development or the Director of Engineering (within their respective permitting authority) in accordance with all applicable Village codes, resolutions, and standards.

SECTION 4: AMENDMENTS. Any amendment to this Resolution may be granted only pursuant to the procedures, and subject to the standards and limitations, provided in the Village Code.

SECTION 5: SEVERABILITY. If any provision of this Resolution or part thereof is held invalid by a court of competent jurisdiction, the remaining provisions of this Resolution 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 Resolution to the greatest extent permitted by applicable law.

SECTION 6: EFFECTIVE DATE. This Resolution shall be in full force and effect from and after its passage and approval in accordance with law.

[SIGNATURE PAGE FOLLOWS]

ADOPTED this 18th day of October, 2022, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

Signed

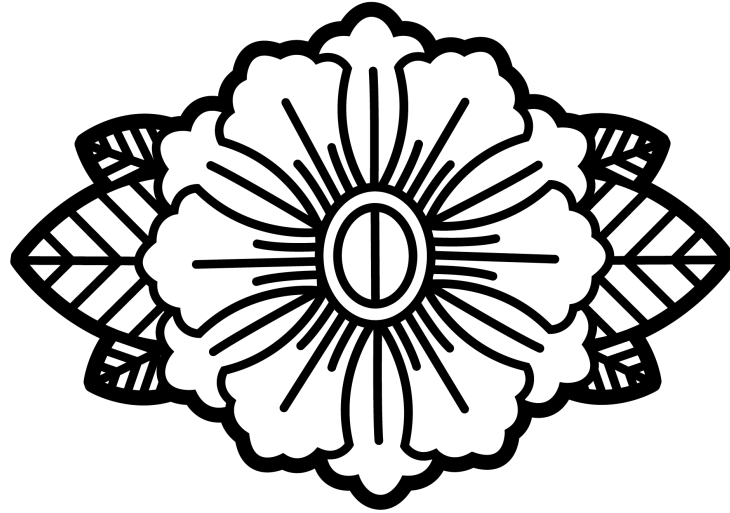
Village President

Countersigned:

Village Clerk

EXHIBIT A

PLANS



93 GREEN BAY ROAD

The Village of Winnetka and Tala Coffee Roasters

ARCHITECTURAL PLANS *Overview*

Where possible, we strive to preserve and re-use the existing materials and structure of this building. Attached are the full plans for the building including proposed changes. Here we outline additional items for the building...

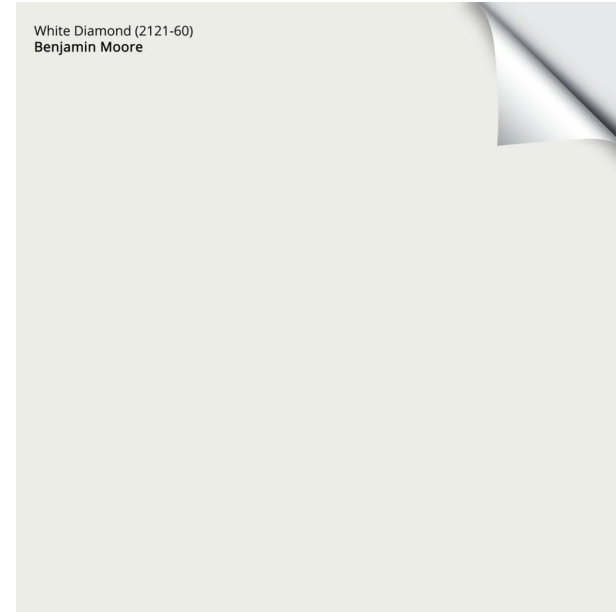
- The materials used on the outside
- The colors chosen
- Updating windows and doors



EXTERIOR *Materials and colors*

We will re-use and restore the existing steel siding, which is made of fabricated panels fit together into a system. These panels mimic the design on the interior of the building, which we will also be restoring to its former glory (and more).

- All panels will be sanded and stripped for paint readiness
- 2-4 panels will be re-fabricated and replaced
- The whole exterior will be painted with Benjamin Moore 100% acrylic paint.
- The blue color we are using is, “In the Midnight Hour”
- The white color we are using is, “White Diamond”
- The white has been color-matched to a sample of the canopy structure
- Please see physical samples provided for exact color reference

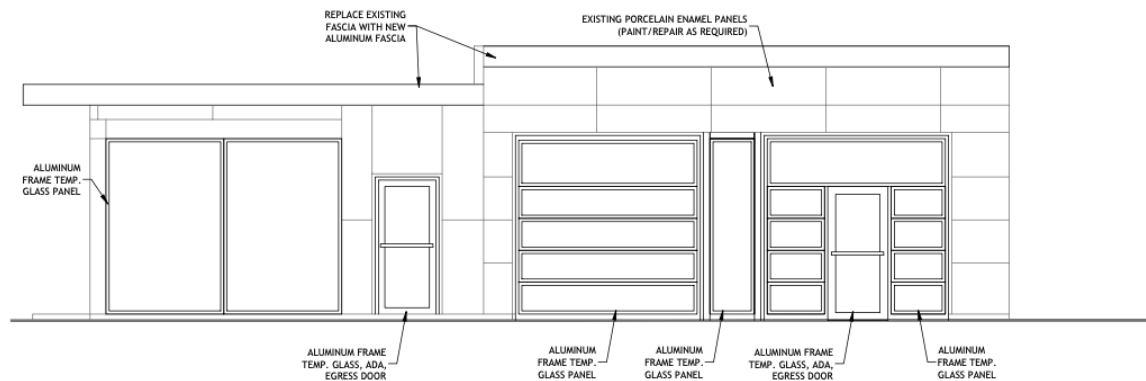




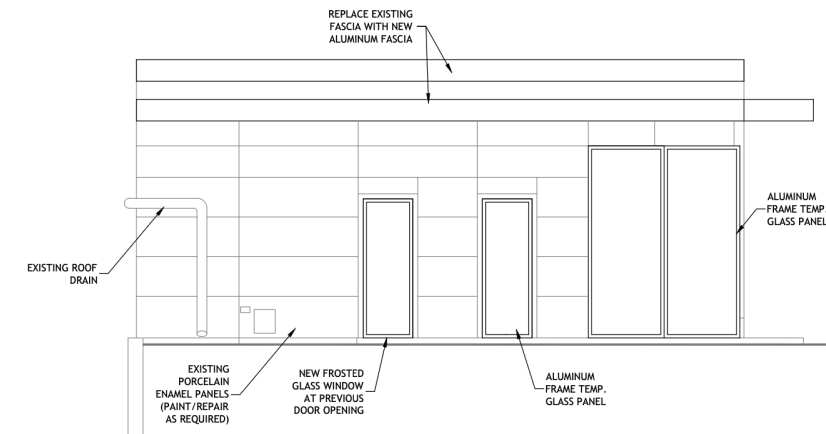
EXTERIOR

Windows and doors

We will transform the look of this building by replacing all existing windows and doors with alternatives that bring in lots of natural light, while keeping the existing framed openings. All windows and doors will have black aluminum framing, and clear glass (except where noted below).



- The three existing garage doors will be replaced with windows that keep the paneling garage-door look.
- The front entrance will be in the center of the current garage door opening on the southeastern corner of the building.



- Opaque windows will replace the old bathroom doors to bring in light but protect privacy.
- The western entrance door will become a large window.



SPECIFICATIONS

Attached are the specifications provided us by our contractors for the windows, doors and glass for the building. The roofing will not be visible from the street.

Any replacement metal panel materials on the exterior will be consistent with the existing metal panel materials. We will demonstrate consistency of materials to Village staff prior to installation.

See attachments for more information.



This photo more closely resembles the state of the building we'd like to remember in our adaptive reuse efforts.

CANOPY *Design and function*

We would like to add a canopy with a louvered roof, attached to the building, in order to accommodate more seating all year-round.

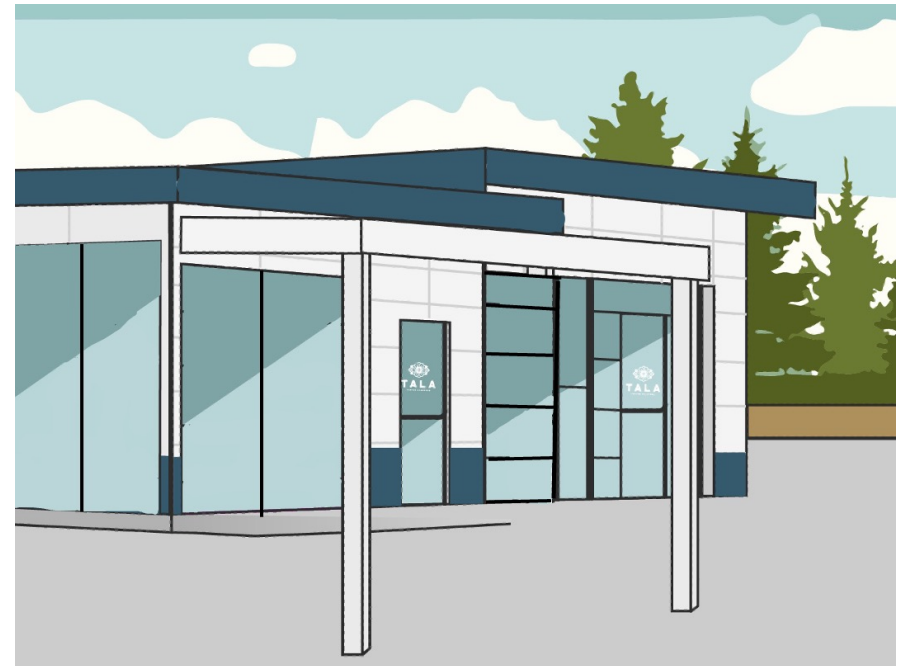
- The canopy will be attached to the building at one end
- The two corners not attached to the building will have simple, square posts
- The structure will be made of white aluminum
- The structure will be outfitted with canned lights (as shown on right)
- The structure will be outfitted with infrared heaters in white (as shown below)



*Bromic Heating - BH0420031 -
3000 Watts Electric Single
Element Heater*



*This example shows the basic
elements of the canopy.*

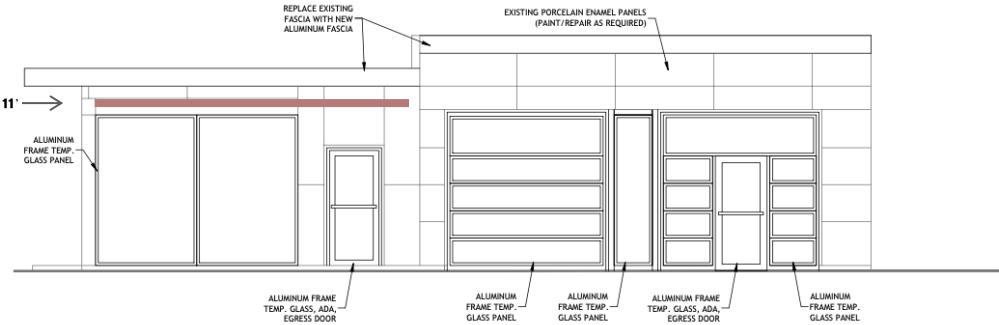
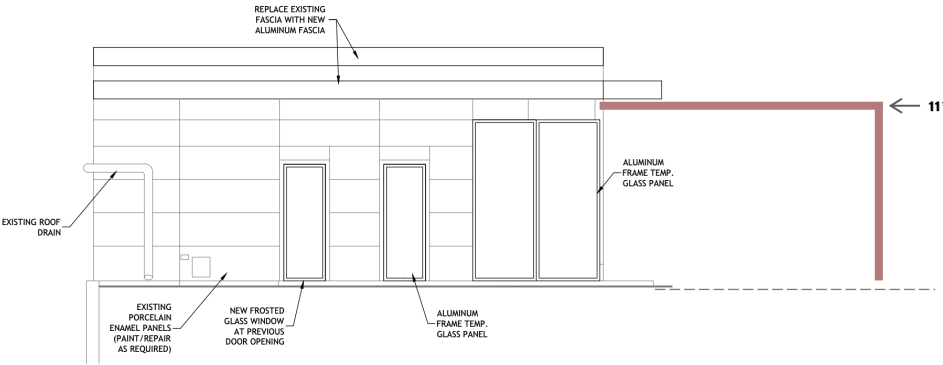


*This rendering is meant to give an example of how the canopy will
look on the building. Examples on the following page show the canopy
structures in use in similar contexts.*

CANOPY *Placement*

The canopy we would like to build would be attached to the building underneath the existing fascia and be an 18' x 18' square structure, standing 11' tall from the ground and being affixed to the building underneath the existing overhang.

The size of the structure is informed both by the shape of the building and the utilities running underneath the concrete beneath this area.



CANOPY *Design examples*



This example shows the the canopy in a commercial context, similarly to the way it will feel in use at our location, with potted plants, tables, chairs, and landscape surrounding



This example, although residential, shows an example closer to the size and shape we would like on our property.

We would like to use a simple, white design to match the aesthetic of the building, and provide a clean slate look that doesn't compete for attention with the softer elements of the landscape and seating. In addition to the landscaping, we would like to have potted or hanging planters that would be non-intrusive but add visual appeal.

EXTERIOR FURNISHINGS

Tables and chairs

We would like to offer a variety of sizes for our outdoor tables, and tastefully match tables and chairs. We also want to prioritize being congruent with our existing Highwood Café elements. All elements are powder-coated metal tables, graded for outdoor use and waterproof.

- Circular four-top tables (same as Highwood)
- Rectangular six-top tables
- Café-style chairs (same as Highwood)
- Bistro tables and chairs



93 GREEN BAY ROAD
WINNETKA, IL 60093

ARCHITECTURAL	
T1	TITLE SHEET, LOCATION MAP, SITE DATA, AND ELEVATIONS
A1	EXISTING ELEVATIONS
A2	PROPOSED ELEVATIONS
A3	FLOOR PLANS, DETAILS AND SCHEDULES
P1	PLUMBING PLANS, DETAILS, RISER DIAGRAMS, AND NOTES
M1	MECHANICAL PLAN, SPECIFICATIONS, AND NOTES
E1	ELECTRICAL PLAN, SPECIFICATIONS, AND NOTES

APPLICABLE CODES:

- 2015 INTERNATIONAL BUILDING CODE
- 2015 INTERNATIONAL EXISTING BUILDING CODE
- 2015 INTERNATIONAL MECHANICAL CODE
- ILLINOIS STATE PLUMBING CODE
- 2014 NATIONAL ELECTRICAL CODE
- 2015 INTERNATIONAL FUEL GAS CODE
- 2018 ILLINOIS ENERGY CONSERVATION CODE
- 2015 INTERNATIONAL FIRE CODE
- 2015 NFPA LIFE SAFETY CODE
- 2018 ILLINOIS ACCESSIBILITY CODE
- VILLAGE AMENDMENTS TO THE ABOVE CODES

THERE IS NO EXISTING FIRE ALARM IN THE BUILDING. FIRE ALARM DESIGN AND SHOP DRAWINGS TO BE PROVIDED BY FIRE ALARM CONTRACTOR.

KEYS WILL BE PROVIDED FOR THE KNOX BOX.

INTERIOR BUILD-OUT AND EXTERIOR REMODEL OF AN EXISTING 1-STORY, METAL FRAME COMMERCIAL BUILDING

- CONSTRUCTION TYPE: 2B, UNPROTECTED
- USE GROUP: A-2
- SQUARE FOOTAGE: 1380 SF
- OCCUPANCY: SEATING FOR 61 OCCUPANTS
EMPLOYEES 5 OCCUPANTS
WAITING 10 OCCUPANTS
MAX. 76 OCCUPANTS TOTAL

ALL INTERIOR WALL, CEILING AND TRIM FINISHES SHALL BE MINIMUM CLASS 2 FSR 26-75.
ALL EXPOSED INSULATION MATERIAL WILL HAVE A FLAME SPREAD RATING NOT TO EXCEED 25 WITH A SMOKE DEVELOPED FACTOR NOT TO EXCEED 450.

FIRE BLOCKING AND DRAFT STOPPING SHALL BE INSTALLED IN COMBUSTIBLE LOCATIONS IN ACCORDANCE WITH THE BUILDING CODE.

EGRESS DOOR HARDWARE SHALL BE OPERABLE FROM THE SIDE EGRESS IS TO BE WITHOUT THE USE OF A KEY OR SPECIAL KNOWLEDGE OR EFFORT.
DOOR HANDLES, PULLS, LATCHES, LOCKS AND OTHER DEVICES SHALL BE AT A MINIMUM HEIGHT OF 34" AND A MAXIMUM HEIGHT OF 48" A.F.F..
THE OPERATING DEVICES SHALL BE CAPABLE OF OPERATING WITH ONE HAND AND SHALL NOT REQUIRE TIGHT GRASPING, TIGHT PINCHING, OR TWISTING OF THE WRIST TO OPERATE. THUMB-TURN DEVICES ARE NOT PERMITTED.

ALL EXIT AND EMERGENCY LIGHTING SHALL BE PROVIDE WITH 90 MINUTES OF AUXILIARY POWER.

THE TENANT SPACE ADDRESS SHALL BE PLAINLY (MINIMUM 6-INCH LETTERS/NUMBERS) DISPLAYED AT THE MAIN ENTRANCE TO THE BUILDING IN ACCORDANCE WITH THE FIRE CODE AND MUNICIPAL REQUIREMENTS.

CONTACT THE FIRE DEPARTMENT FOR APPROVAL OF TYPES AND LOCATIONS OF PORTABLE FIRE EXTINGUISHERS TO BE USED PRIOR TO FINAL OCCUPANCY INSPECTIONS.



project:
INTERIOR BUILD-OUT AND
EXTERIOR REMODEL OF
AN EXISTING 1 STORY
COMMERCIAL BUILDING

ADDRESS:
93 GREEN BAY ROAD
WINNETKA, IL 60093



T1

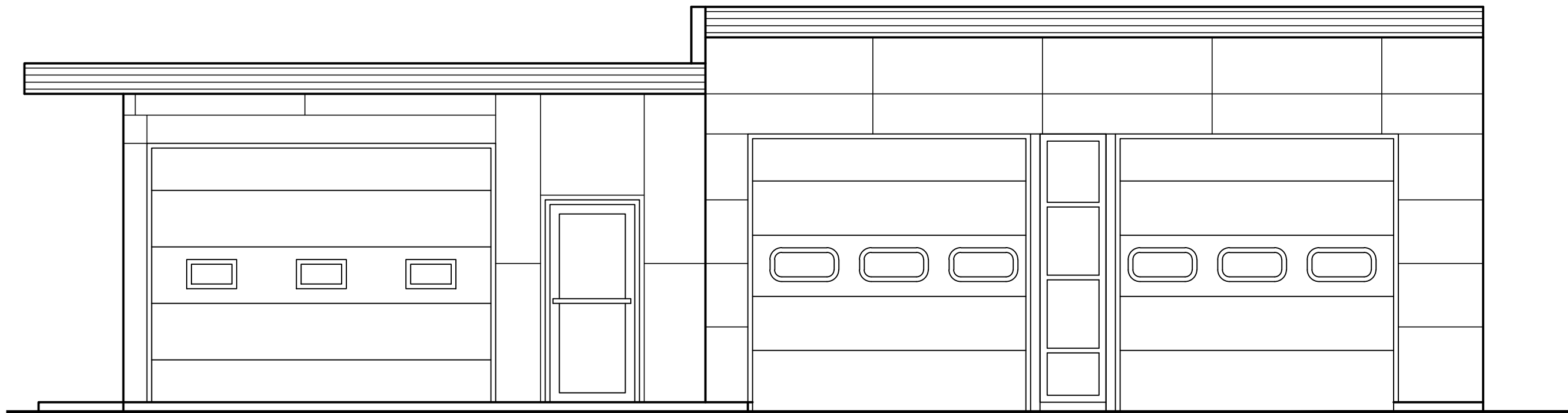
PROJECT NUMBER

Randolph F. Liebelt AIA, NCARB
900 North Shore Drive
Suite 100
Lake Bluff, Illinois 60044
PH (847) 615-0707
FAX (847) 574.6207
LA.Design@sbglobal.net

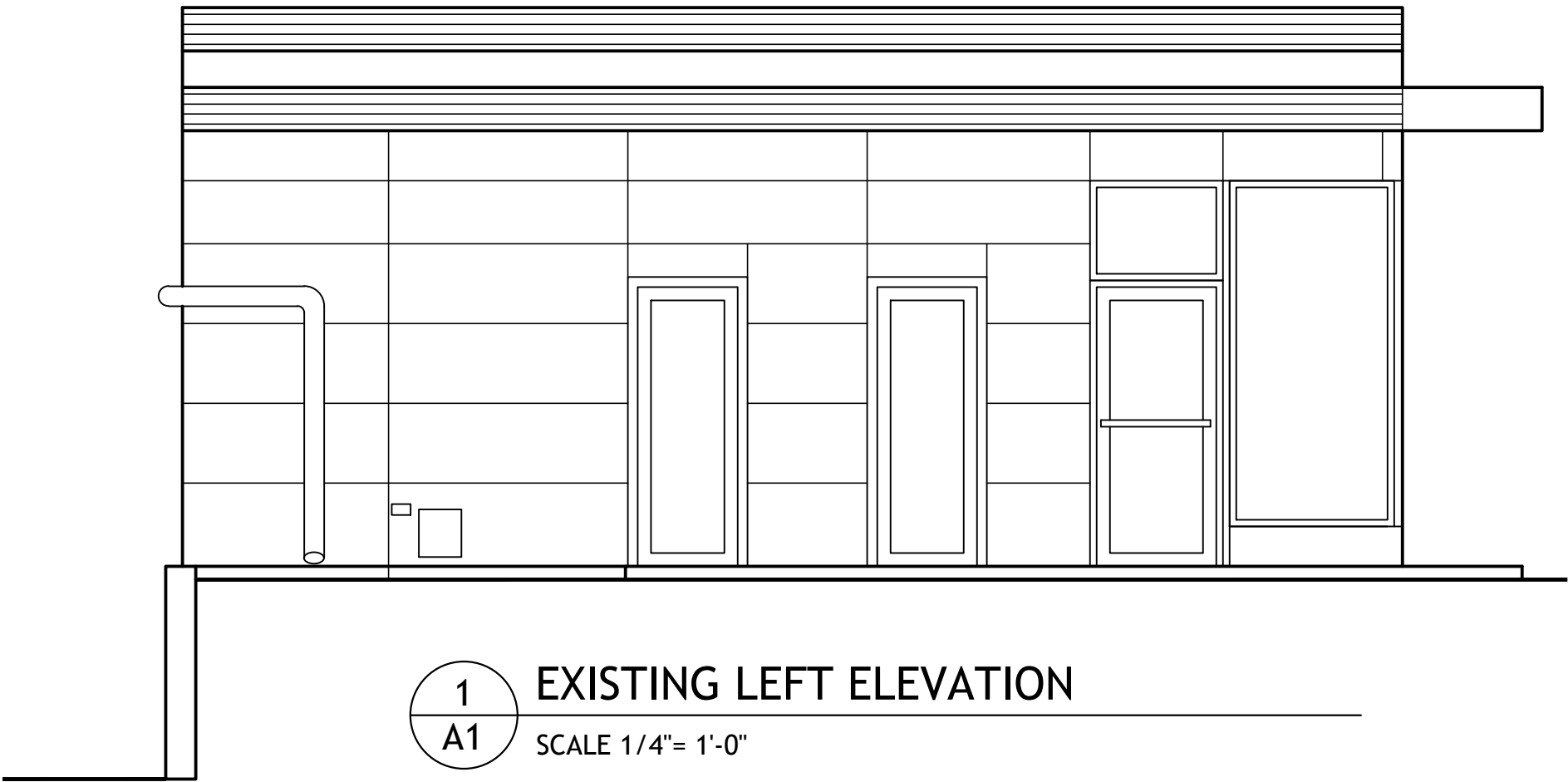
PROJECT NAME:
**TALA COFFEE
ROASTERS**

Project:
INTERIOR BUILD-OUT AND
EXTERIOR REMODEL OF
AN EXISTING 1 STORY
COMMERCIAL BUILDING

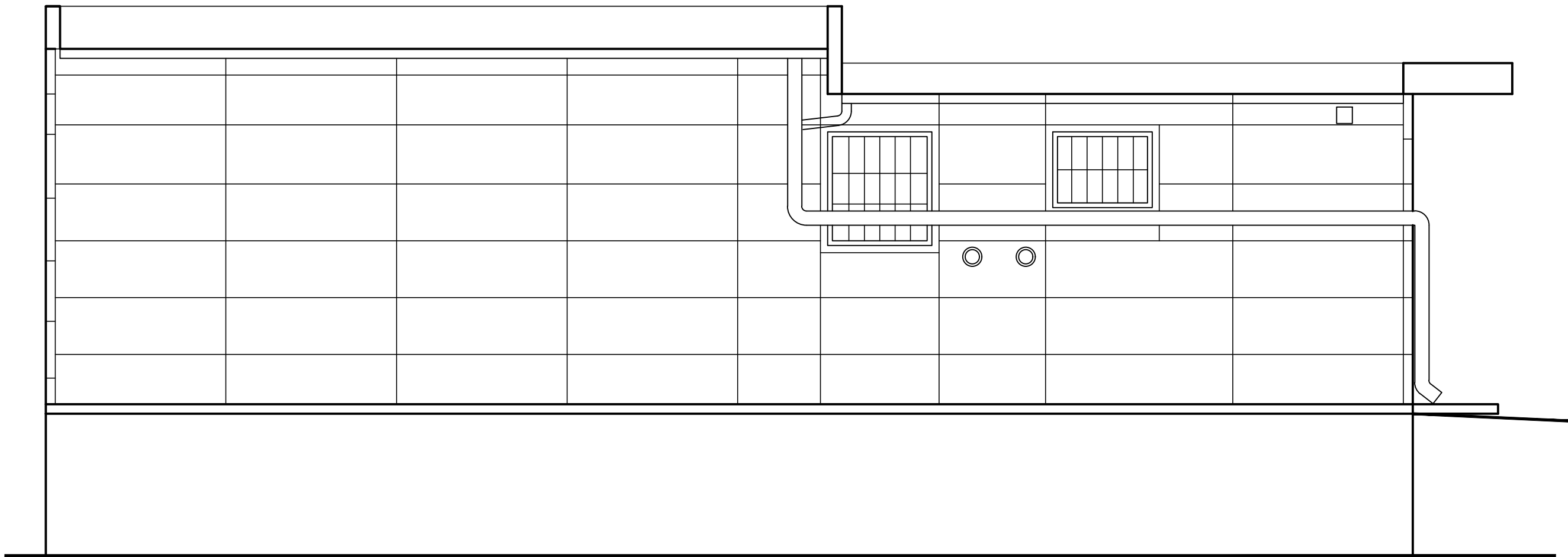
ADDRESS:
93 GREEN BAY ROAD
WINNETKA, IL 60093



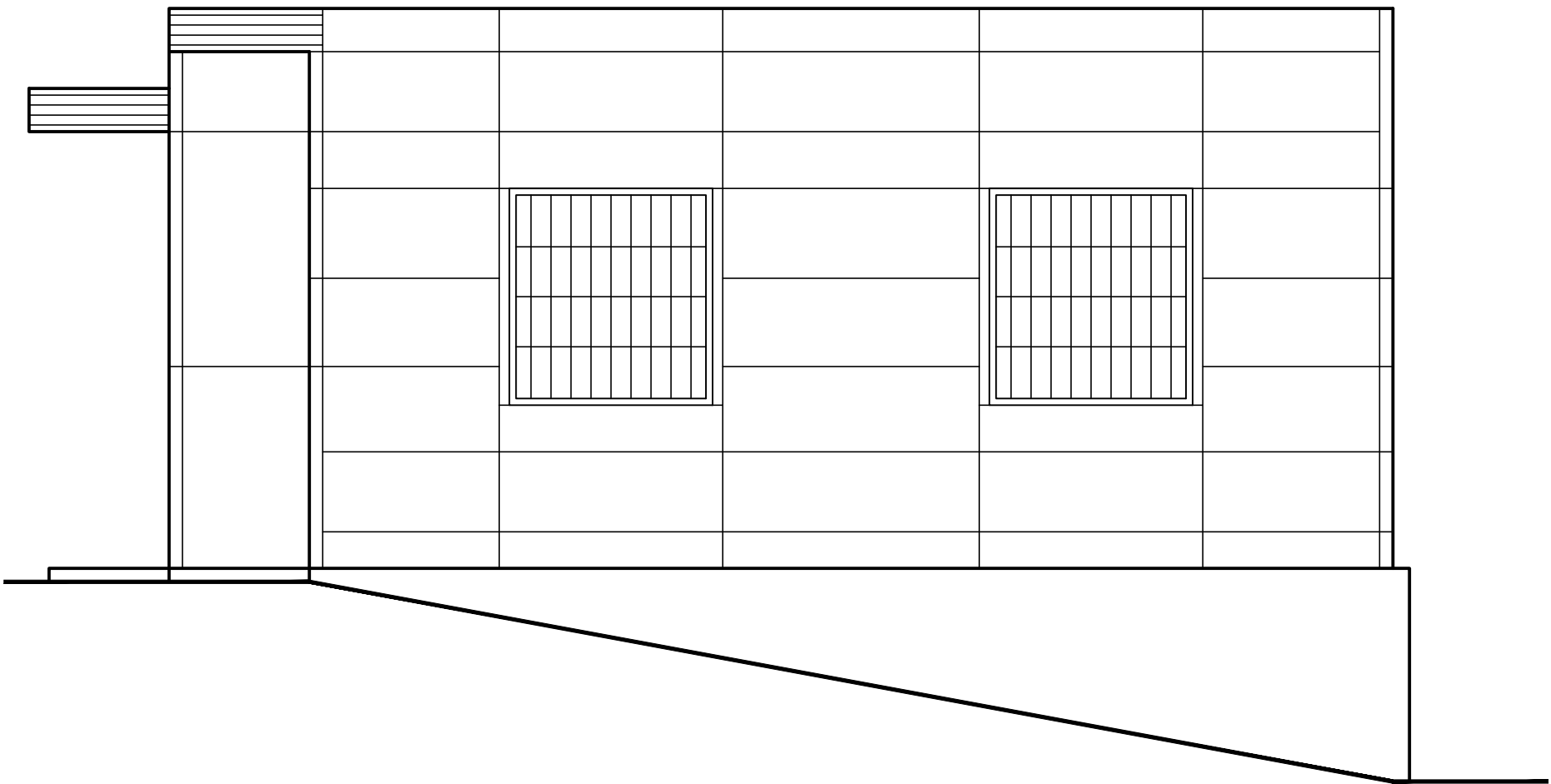
1
A1
EXISTING FRONT ELEVATION
SCALE 1/4"= 1'-0"



1
A1
EXISTING LEFT ELEVATION
SCALE 1/4"= 1'-0"



1
A1
EXISTING REAR ELEVATION
SCALE 1/4"= 1'-0"



1
A1
EXISTING RIGHT ELEVATION
SCALE 1/4"= 1'-0"

Issued For Permit 08.23.22

Preliminary Drawings 01.17.22

Drawn By DH

Checked By RL

Sheet:

A1

- of -

PROJECT NUMBER

-

PROJECT NAME:
**TALA COFFEE
ROASTERS**

Project:
INTERIOR BUILD-OUT AND
EXTERIOR REMODEL OF
AN EXISTING 1 STORY
COMMERCIAL BUILDING

ADDRESS:
93 GREEN BAY ROAD
WINNETKA, IL 60093



Revised Per Permit Review 09.29.22

Issued For Permit 08.23.22

Preliminary Drawings 01.17.22

Drawn By DH

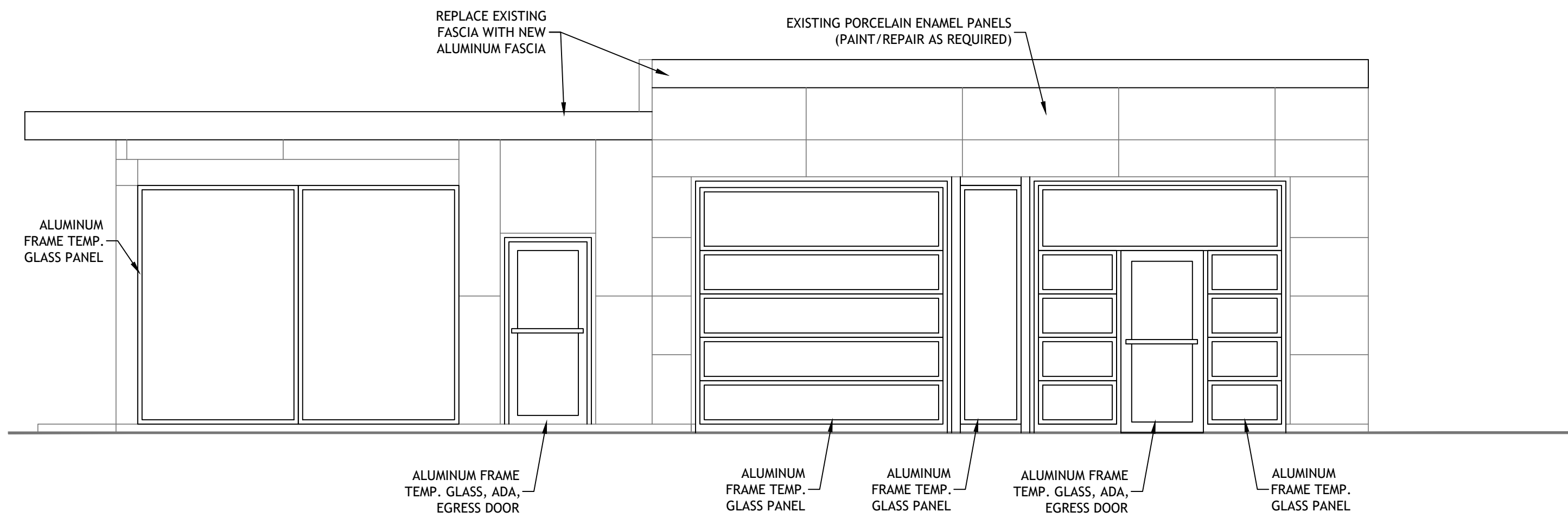
Checked By RL

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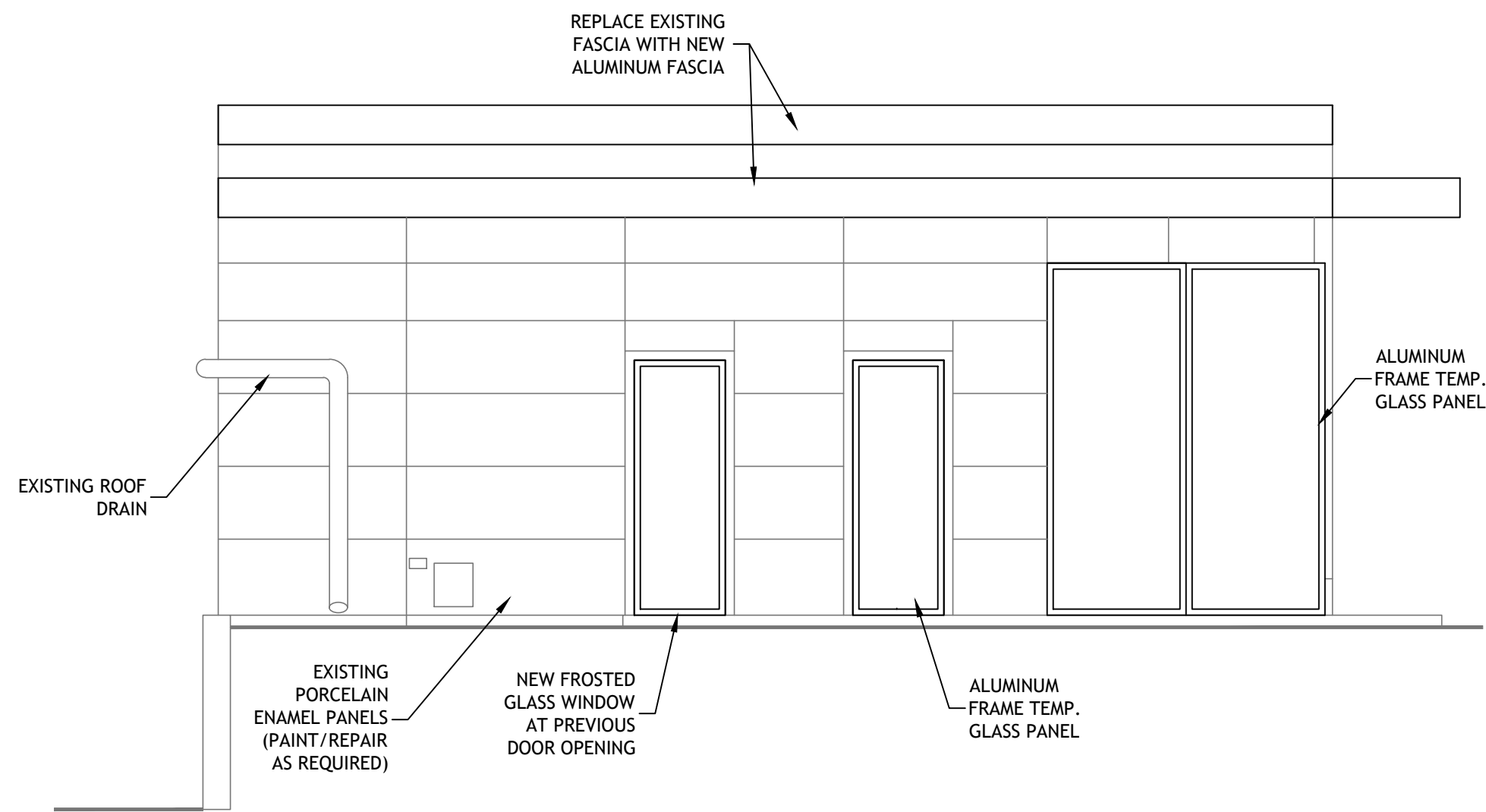
A2

- of -

PROJECT NUMBER

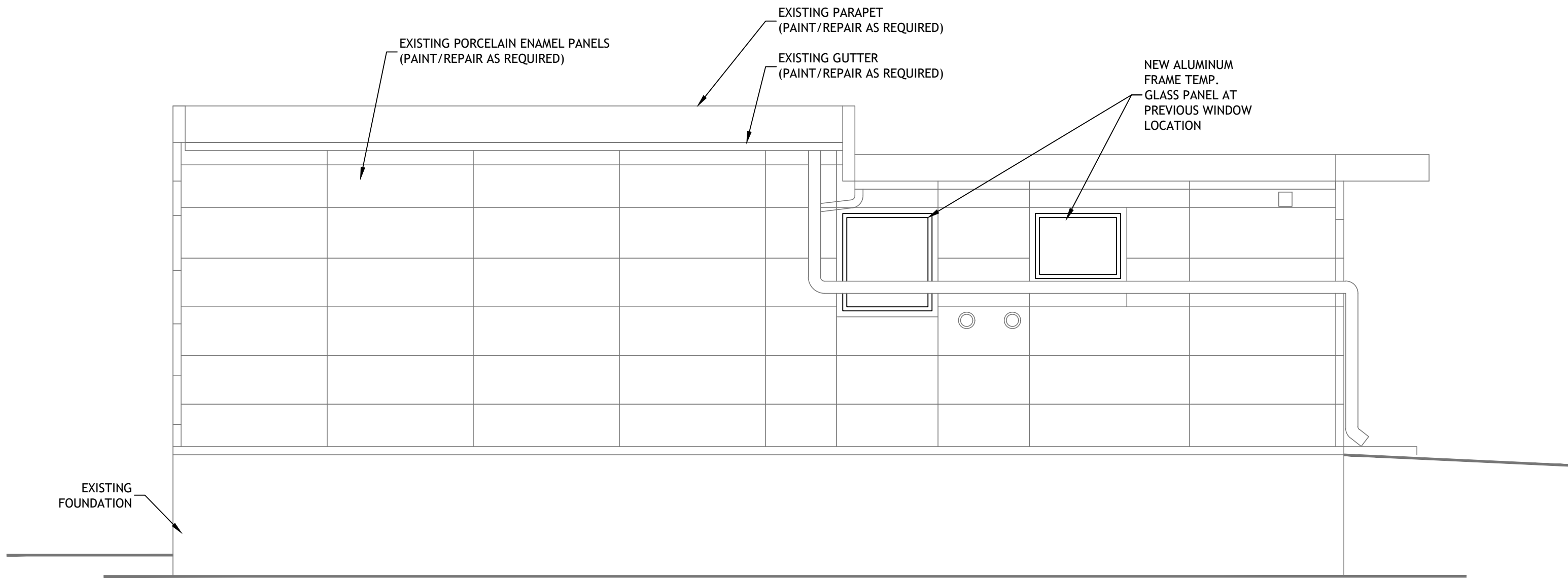


1
A2 PROPOSED FRONT ELEVATION
SCALE 1/4"= 1'-0"

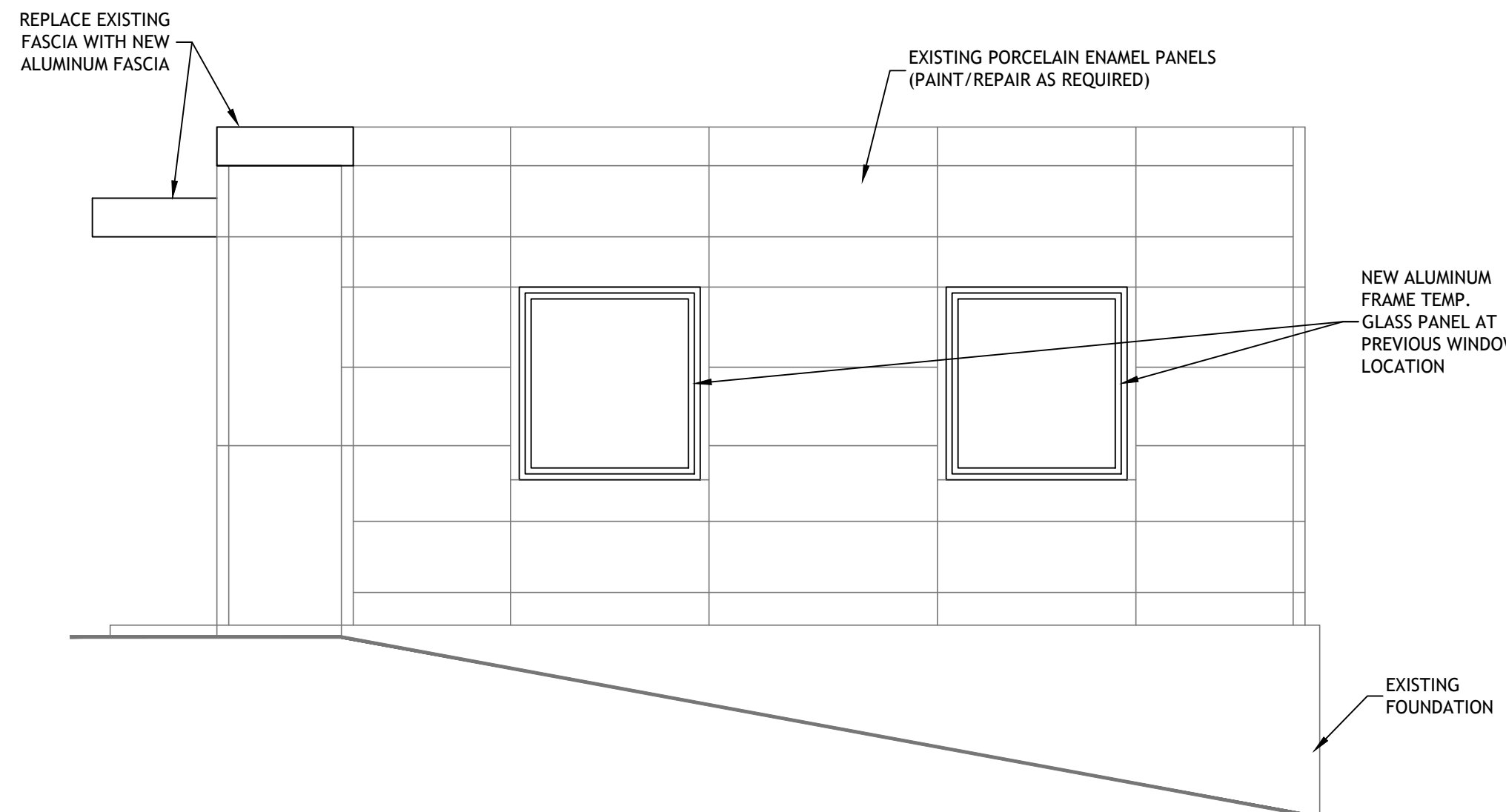


1
A2 PROPOSED LEFT ELEVATION
SCALE 1/4"= 1'-0"

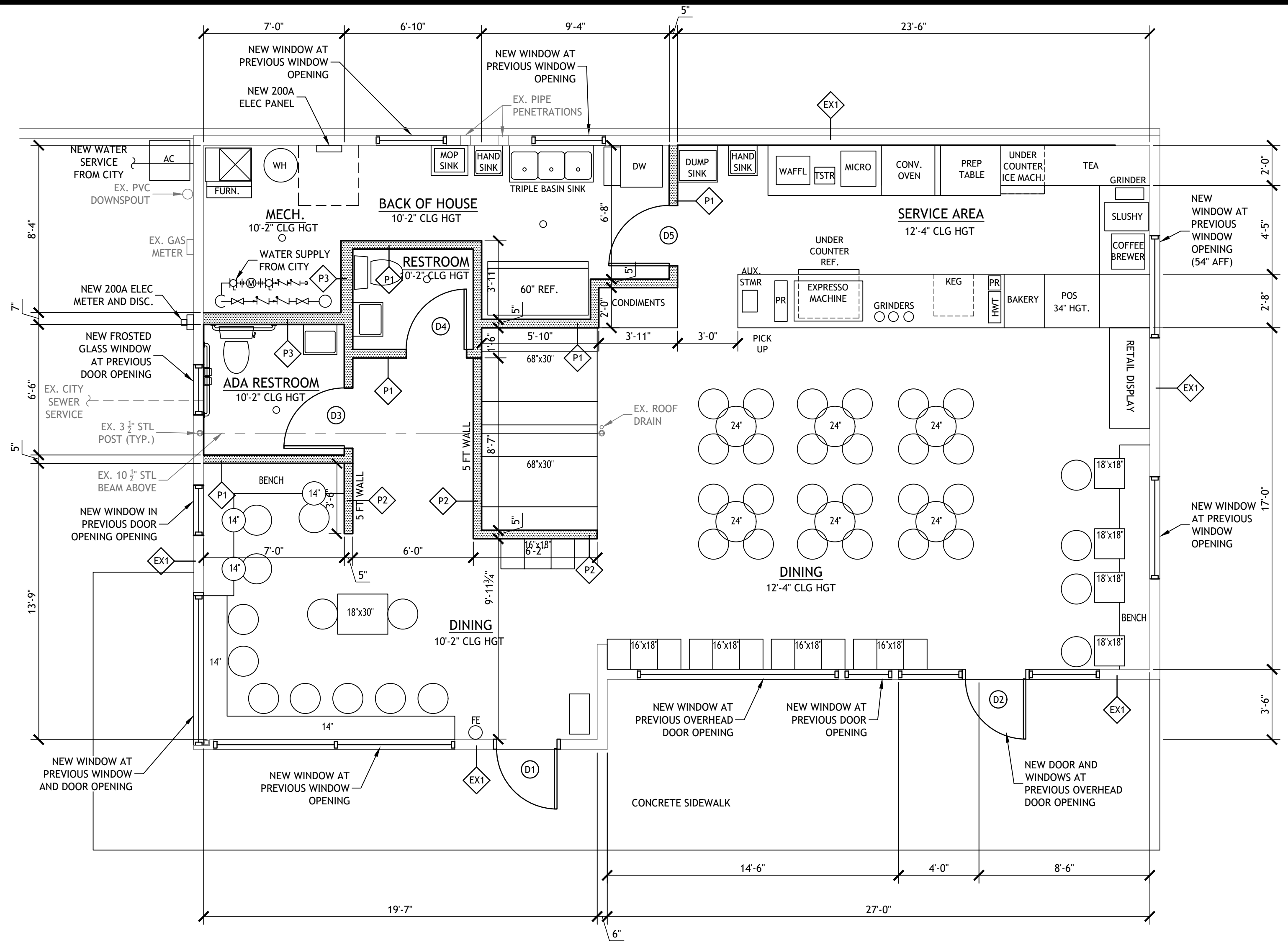
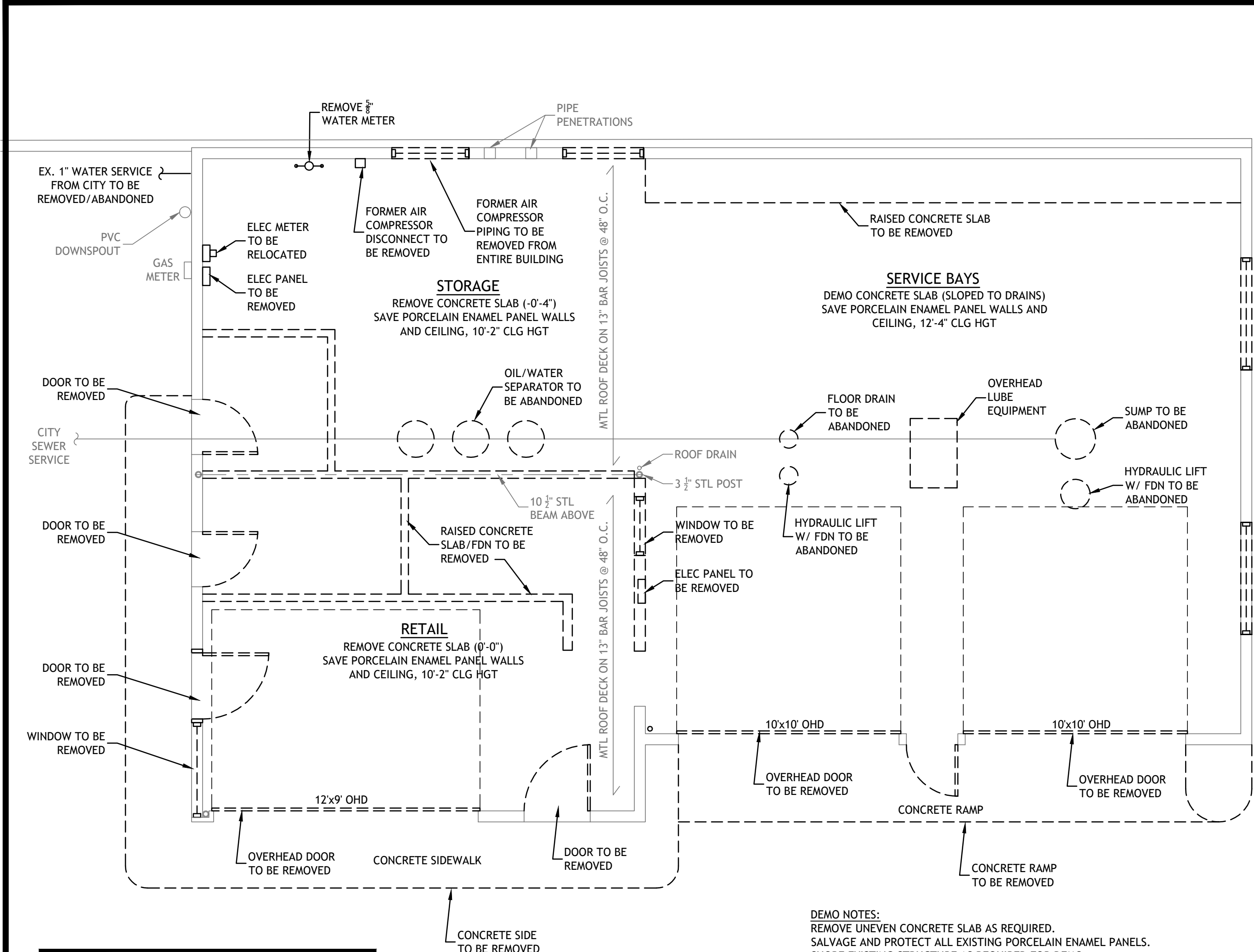
NOTES:
VERIFY ALL WINDOW/DOOR/GLAZING SIZES.
VERIFY WINDOW/DOOR/GLAZING STYLES AND LAYOUTS WITH OWNER.
WINDOW/DOOR/GLAZING OPENINGS ARE EXISTING, CONTACT ARCHITECT IF
ADDITIONAL STRUCTURE IS REQUIRED (AFTER WALL FINISHES ARE REMOVED).
WINDOW/DOOR/GLAZING SHALL BE TEMPERED PER CODE REQUIREMENTS.
WINDOW/DOOR/GLAZING SHALL BE A MIN. U-FACTOR OF 0.30.
ROOF AND WALL STRUCTURE AND FINISHES ARE EXISTING TO BE CLEANED
NO REMODEL IS REQUIRED.
GLAZING IN ALL DOORS TO BE EQUIPPED WITH SAFETY GLAZING, AND THAT
ALL SUCH PANELS ARE TO BE DESIGNATED AS SUCH IN A PERMANENT
FASHION IN COMPLIANCE WITH IBC SECTION 2406.



3
A2 PROPOSED REAR ELEVATION
SCALE 1/4"= 1'-0"



4
A2 PROPOSED RIGHT ELEVATION
SCALE 1/4"= 1'-0"



GENERAL DEMOLITION NOTES

PROVIDE TEMPORARY BRACING AND SHORING WITH CONNECTIONS OF SUFFICIENT STRENGTH TO BEAR IMPOSED LOADS, TO PROTECT ALL PERSONS AND PROPERTY, AND TO ENSURE PROPER ALIGNMENT. COMPLY WITH ALL STATE, O.S.H.A. AND LOCAL CODES. THE CONTRACTOR SHALL ASSUME RESPONSIBILITY FOR PROVIDING ADEQUATE BRACING OF EXISTING WALLS DURING DEMOLITION AND ERECTION TO PREVENT DAMAGE DUE TO HIGH WINDS OR OTHER LATERAL LOADS AND CONSTRUCTION IMPACTS. CONTRACTOR SHALL ASSUME ALL RESPONSIBILITY FOR DAMAGE DUE TO HIS/HER FAILURE TO TAKE SUCH PRECAUTIONS.

FIELD VERIFY SCOPE OF WORK & EXISTING CONDITIONS CAREFULLY PRIOR TO COMMENCEMENT OF DEMOLITION WORK & NOTIFY ARCHITECT IF ANY DISCREPANCIES FOUND.

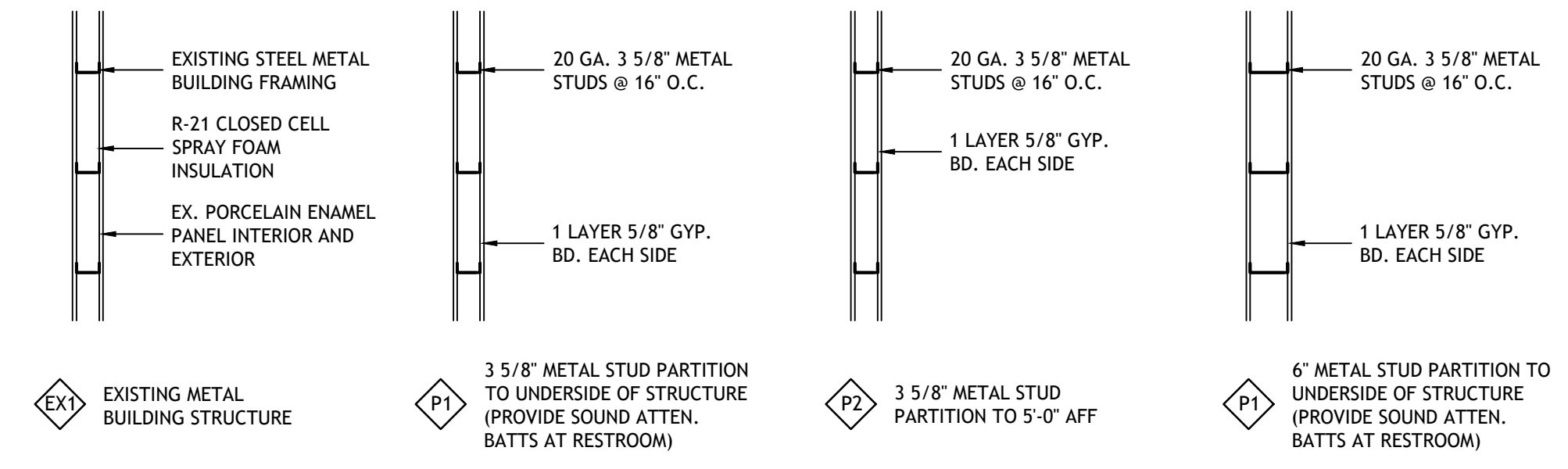
REROUTE/ PRESERVE ANY ELECTRICAL LINES, PIPING, ETC. WHEREVER NECESSARY IN ORDER TO REUSE FOR NEW MECHANICAL / ELECTRICAL EQUIPMENT - REFER TO MECHANICAL & ELECTRICAL DRAWINGS

ALL DEMOLITION WORK IS SHOWN IN BOLD DASHED LINE. TYPICAL FOR THIS SHEET.

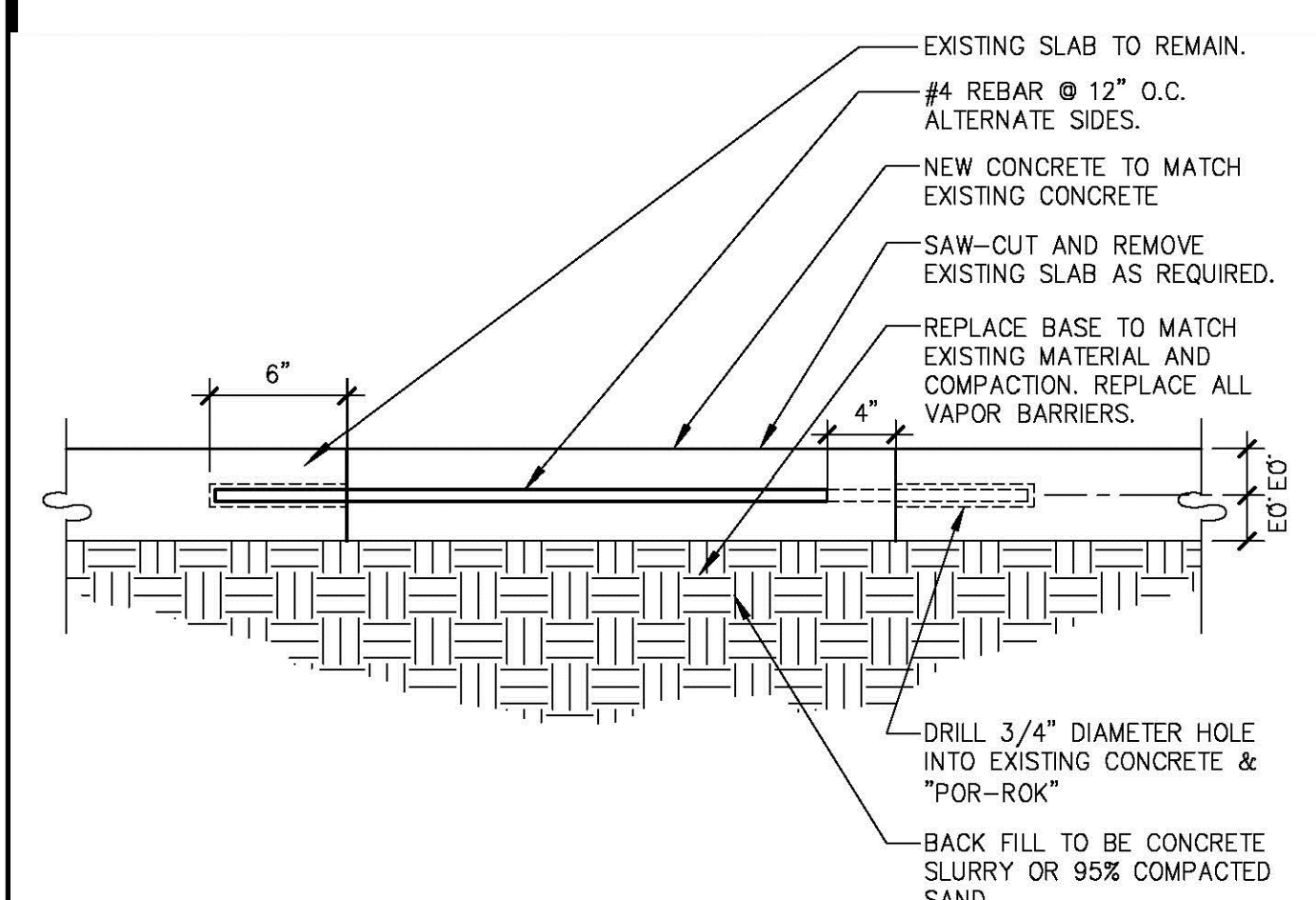
G.C. TO COORDINATE SCOPE OF DEMOLITION W/ PROPOSED WORK.

ALL CONSTRUCTION DESIGNATED TO REMAIN TO BE PROTECTED FROM DAMAGE

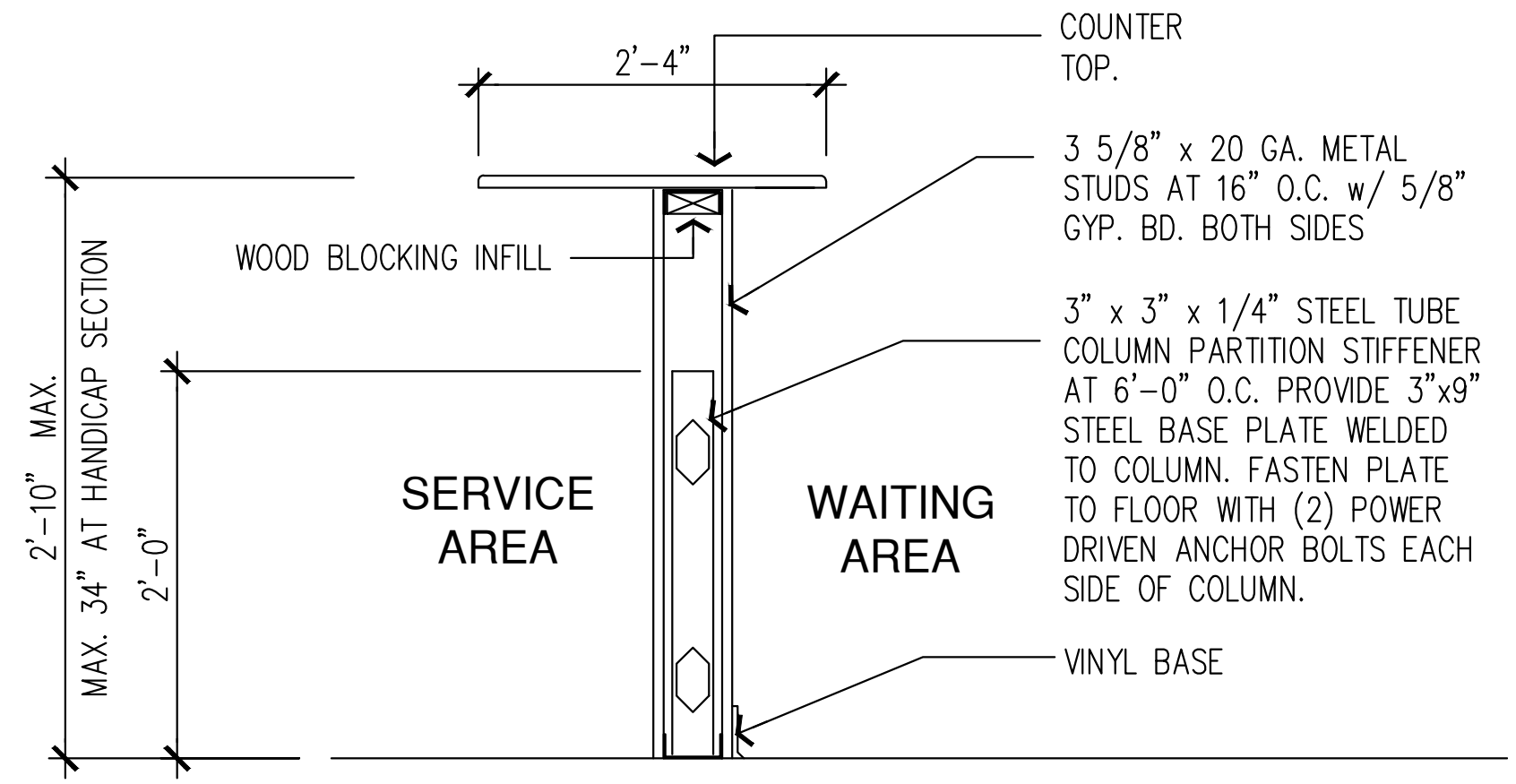
1 PROPOSED DEMO PLAN
SCALE 1/4" = 1'-0"



4 WALL TYPE
SCALE 1/2" = 1'-0"



3 SAWCUT CONCRETE REPAIR
SCALE 1 1/2" = 1'-0"



5 HANDICAP COUNTER SECTION
SCALE 3/4" = 1'-0"

AREA	FLOOR	BASE	WALL	CEILING
DINING	CONCRETE	VINYL	PORCELAIN PANEL/GYP. BD	PORCELAIN PANEL
SERVICE AREA	CONCRETE	VINYL	FRP TO 6 FT/GYP BD	PORCELAIN PANEL
RESTROOM	CONCRETE	CT	CERAMIC TILE TO 6 FT GYP. BD ABOVE	PORCELAIN PANEL
BACK OF HOUSE	CONCRETE	VINYL	FRP TO 6 FT/GYP ABOVE	PORCELAIN PANEL

ROOM FINISH NOTES:
AT ALL WET AREAS: BASE TO BE COVE TYPE, WATERTIGHT UP TO 5\"/>

DOOR SCHEDULE						
DOOR NUMBER	DESCRIPTION	FRAME		DOOR		HARDWARE SET
		MATERIAL	FINISH	SIZE	MATERIAL	
D1	EXTERIOR DOOR	HM	PAINT	3'-0"x7'-0"	WD	MATCH EXISTING
D2	EXTERIOR DOOR	HM	PAINT	3'-0"x7'-0"	WD	MATCH EXISTING
D3	RESTROOM DOOR	HM	PAINT	3'-0"x7'-0"	WD	MATCH EXISTING
D4	RESTROOM DOOR	HM	PAINT	3'-0"x7'-0"	WD	MATCH EXISTING
D5	SERVICE/BACK OF HOUSE DOOR	HM	PAINT	3'-0"x7'-0"	WD	MATCH EXISTING
DOOR GENERAL NOTES:						
1. REFER TO PROJECT SPECIFICATIONS FOR COMPLETE INFORMATION AND REQUIREMENTS.						
2. CONTRACTOR MUST VERIFY ALL ROUGH OPENING AND MASONRY DIMENSIONS WITH DOOR AND WINDOW MANUFACTURER PRIOR TO ORDERING, FABRICATING, OR INSTALLATION.						
3. CONTRACTOR MUST PROVIDE "B" LABEL DOORS WHERE NOTED, REFER TO PLANS.						
4. FINAL DOOR DESIGN, COLOR, AND HARDWARE TO BE APPROVED AND SIGNED OFF ON BY OWNER.						
5. MANUAL PUSH/PULL AT DOORS W/ CLOSERS TO BE NOT MORE THAN 5.0 (FIVE) LBS.						
6. SEE PLANS FOR MARK, LOCATIONS, AND SWINGS OF DOORS AS SHOWN.						
7. ALL DOOR GLAZING TO BE TEMPERED SAFETY GLASS.						
8. ALL INTERIOR DOORS TO BE PRE-HUNG U.N.O.						
9. ALL INTERIOR DOORS TO BE PRIMED AND PAINTED, U.N.O.						
10. ALL SAFETY 1\"/>						
DOOR HARDWARE:						
DOOR CLOSERS: LCN 4110 SERIES PARALLEL ARM HANDICAPPED ACCESSIBLE CLOSER. PAINTED FIN.						
DOOR LEVERS: SCHLAGE "D" SERIES OLYMPIAD HANDICAPPED ACCESSIBLE. SATIN CHROME FINISH						
NOTE: SEE BUILDING STANDARD ADA HARDWARE						
IN ACCORDANCE WITH SECTION 10-7.2.2.2-8 EVERY BATHROOM DOOR LOCK SHALL BE DESIGNED TO PERMIT OPENING OF THE LOCKED DOOR FROM THE OUTSIDE IN AN EMERGENCY. THE OPENING DEVICE SHALL BE READILY ACCESSIBLE TO THE STAFF.						
ALL THRESHOLDS TO BE ALUMINUM IAC COMPLIANT DESIGN.						
HARDWARE SUPPLIER TO REVIEW PLAN AND VERIFY REQUIREMENTS OF ALL SPECIFIED HARDWARE.						
INTERIOR UNIT DOORS:						
DOOR MATERIAL: SOLID CORE, SMOOTH FINISH; TO BE PAINTED						
FRAME MATERIAL: WOOD - PINE; TO BE PAINTED						
LATCH HARDWARE: "SCHLAGE", LEVER HANDLE						
HARDWARE: SEE SCHEDULE						
HARDWARE FINISH: BRUSHED CHROME						

HARDWARE SET SCHEDULE	
SET 1	EXTERIOR ENTRY DOOR (HEAVY DUTY USE) CYLINDER LOCK W/ EXIT LEVER HANDLE PUSH AND PULL 1 1/2 PAIR BB BUTT HINGES (EACH LEAF) FLAT ALUMINUM THRESHOLD WEATHERSTRIPPING ALL SIDES DOOR BOTTOM SWEEP 1 CLOSER W/ BACKCHECK (MAX. 5 LB. PULL) 1 WALL OR FLOOR STOP (WHERE APPROPRIATE)
SET 2	TOILET DOOR 1-1/2 PAIR BB BUTT HINGES 1 CLOSER W/ BACKCHECK (MAX. 5 LB. PULL) 1 WALL OR FLOOR STOP (WHERE APPROPRIATE) LOCK W/ LEVER HANDLE
SET 3	PASSAGE DOOR 1-1/2 PAIR BB BUTT HINGES 1 WALL OR FLOOR STOP (WHERE APPROPRIATE) LEVER HANDLE

Randolph F. Liebelt AIA, NCARB
900 North Shore Drive
Suite 100
Lake Bluff, Illinois 60044
PH (847) 615-0707
FAX (847) 574.6207
LA.Design@sbcglobal.net

PROJECT NAME:
TALA COFFEE ROASTERS

Project:
INTERIOR BUILD-OUT AND EXTERIOR REMODEL OF AN EXISTING 1 STORY COMMERCIAL BUILDING

ADDRESS:
**93 GREEN BAY ROAD
WINNETKA, IL 60093**



Issued For Permit 08.23.22
Preliminary Drawings 01.17.22
Drawn By DH
Checked By RL
Sheet:

A3

PROJECT NUMBER

Table 1—Motor Specifications (2000N)

Input voltage (VDC)	12
Load	
Static load (Fx) maximum	2000 (450 pounds)
Dynamic load (Fx) maximum	2000 (450 pounds)
Stroke length	custom
Current	
Current consumption, rated load (A)	45/22
Current consumption, stall/in-rush (A)	14/80
Speed, no load	5.8 mm/23 seconds
Speed, rated load	4 mm/16 seconds
Operation temperature limits	-13 to 167 degrees F (-25 to 75 degrees C)
Dual cycle, maximum	10%
Average life	10K cycles
Sound level	<45 dBA
Lead screw type	Acme
Protection class	IP67
Certificates	CE (EN60601-1) UL (UL60601-1)

Sizes/Dimensions

The finished size of an Arcadia Pivot system is always custom. These are component sizes.

Louver Lengths (in inches)

- 89
- 113
- 137

Posts (in inches)

- $4 \times 4 \times \frac{1}{8}$
- $4 \times 4 \times \frac{1}{4}$
- $6 \times 6 \times \frac{1}{8}$
- $6 \times 6 \times \frac{1}{4}$
- $8 \times 8 \times \frac{1}{4}$

Post Bases and Post Base Bracket (in inches)

- 4×4
- 6×6
- 8×8
- 6×6 (post base bracket)

Beams (in inches)

- $2 \times 8 \times \frac{1}{8}$
- $2 \times 10 \times \frac{1}{8}$

Post-to-Beam Connectors (in inches)

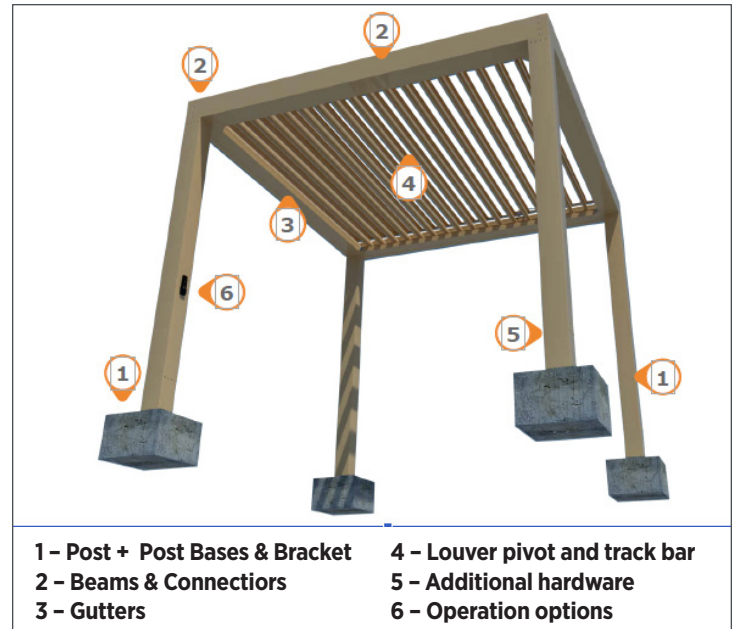
- 4×4
- 6×6
- 8×8
- Beam corner connector
- U-channel connector

Motor Specifications

See Table 1.

Options/Accessories

- Ceiling fans
- Accent lighting
- Custom colors
- Wood/faux cladding
- Custom columns
- Cornice style facade
- Pergola cuts/corbel ends
- Motorized solar screens



- Outdoor curtains
- Outdoor heating and cooling
- Manual operation
- Smartphone app

System Information

Complete system brochure available [here](#).

4. Technical Data

Applicable Standards

American Architectural Manufacturers Association (AAMA)

- **AAMA 2604** Voluntary Specification, Performance Requirements and Test Procedures for High Performance Organic Coatings on Aluminum Extrusions and Panels (with Coil Coating Appendix)

ASTM International

- **ASTM B117** Standard Practice for Operating Salt Spray (Fog) Apparatus
- **ASTM E84** Standard Test Method for Surface Burning Characteristics of Building Materials
- **ASTM D522** Standard Test Methods for Mandrel Bend Test of Attached Organic Coatings
- **ASTM D523** Standard Test Method for Specular Gloss
- **ASTM D968** Standard Test Methods for Abrasion Resistance of Organic Coatings by Falling Abrasive
- **ASTM D2247** Standard Practice for Testing Water Resistance of Coatings in 100% Relative Humidity
- **ASTM D2794** Standard Test Method for Resistance of Organic Coatings to the Effects of Rapid Deformation (Impact)
- **ASTM D3359** Standard Test Methods for Rating Adhesion by Tape Test
- **ASTM D3363** Standard Test Method for Film Hardness by Pencil Test



1. Product Name

- Arcadia™ Pivot

2. Manufacturer

Arcadia Building Products, Inc.
154 Ethan Allen Drive
Dahlonega, GA 30533
Phone: 800-303-5248
678-208-6762
Fax: 678-208-6764
E-mail: info@arcadiabp.com
Web: www.arcadiabp.com

3. Product Description

Basic Use

The Arcadia Pivot is a unique exterior sun/shade shelter/structure with operable louvers that pivot with a full 170-degree range of motion in place of a roof or rafters.

The Arcadia Pivot adjusts to maximize the comfort and use of any outdoor space. By adjusting the louvers, the user can let sunlight into the space below or keep sunlight out for complete shade. With the benefits of sky views and ventilation, the Arcadia Pivot provides protection from direct, unbroken sunlight.

The original Arcadia System has been improved and perfected since its inception in 2011. Its award-winning pivot design gives a full 170-degree range of motion to provide a cool oasis and protection from the elements. Now available with a slide design that allows full sky view and Arcadia's iLouver technology.

With the iLouver smart phone app, the Arcadia structure can be controlled from the palm of your hand and the Pivot can intuitively control the effects of the weather.

Composition and Materials

Extruded aluminum, 6063-T6 and 6061-T6 and stainless steel 304 alloy components, screws and bolts.

Features and Benefits

- Made in America
- Smart motor technology
- A full 170 degrees of motion
- Rain and wind programmability
- Patented interlocking louver design
- App-driven iLouver operating system
- Protection from UV exposure and other weather elements
- Arcadia Care maintenance and cleaning program available



- Fully extruded aluminum components are lightweight, strong, non-corrosive, resilient, reflective, non-combustible, recyclable, and accept finishes
- 360 degree integrated gutter system with interlocking louvers that channel water into a fully-extruded five-inch gutter system that encompasses the entire perimeter of each zone, providing more efficient water management with gutters closed
- Allows maximum light into a space with the louvers fully opened; minimizes resistance and uplift in high winds
- Arcadia's Premium Powder Coating Process is PPG's Envirocrown® and Envirocrown® powder coatings that are aesthetically pleasing, produce a durable uniform finish and can be custom formulated for a range of finishes, including Arcadia's matte finish; PPG's Ultradurable Polyester Powder Coatings provide a combination of good physical and chemical resistance properties with excellent resistance to outdoor weathering
 - VOCs are essentially zero
 - Good chemical resistance
 - Excellent Exterior durability
 - Available in a wide range of colors and finishes
 - Specifically formulated to meet the requirements of AAMA 2604

Colors

Standard colors:

- White
- Beige
- Bronze
- Adobe

Custom solid and woodgrain RAL colors available.



- **ASTM D4214A** Standard Test Methods for Evaluating the Degree of Chalking of Exterior Paint Films

C-UL

- **Bluetooth CE (CAN ICES-3 (B)/NMB-3(B))**

International Electrotechnical Commission (IEC)E

- **IP67, CE (EN 60601-1)**

UL International

- **UL (UL60601-1)**

Approvals

- **FCC: WLL report # 14118-01 Rev 0** (Arcadia Smart Device Control)
- **Miami-Dade County, Florida, Notice of Acceptance**
- **US Army Corps of Engineers (USACE)**

Environmental Considerations

This product may contribute to LEED® points.

5. Installation

Weather/ambient considerations

Above freezing, dry, safe working environment. Verify that site conditions are acceptable for installation. Do not proceed with installation until unacceptable conditions are corrected.

Please consult with the manufacturer for complete installation information and instructions.

6. Availability and Cost

Please contact manufacturer for availability and pricing.

7. Warranty

Arcadia offers a limited lifetime warranty. Arcadia Building Products, Inc. extends a transferable limited warranty to the structural components and moveable accessories of our products.

Arcadia warrants our products for the lifetime of each product against manufacturer's defects in materials.

Electrical components and drive motor: five years.

Manual operator: ten years.

Structural components: 15 years.

8. Maintenance

Arcadia Louvered Roof Systems are easy to maintain. Generally, normal rainfall is sufficient to keep its appearance clean. If cleaning is required, we recommend the following steps. Attention should be given to areas under eaves, porches, awnings, and other overhangs that have limited exposure to the natural cleansing effect of rainfall.

Moderate Dirt

An occasional washing with clear water using a garden hose and soft-bristled brush is recommended, such as a long handled, car-washing brush is ideal for this purpose.

Heavier Dirt Accumulation

Wash in the manner indicated above, but use the following solution:

- 1/3 cup detergent (e.g. Tide®)
- 2/3 cup trisodium phosphate powder (TSP)
- 1 gallon of water

Mildew Accumulation

Mildew can collect on surfaces of all types of building products and is often evident on surfaces that have not been properly maintained. Normally, mildew will appear as black spots. Mildew is easy to remove by using the following cleaning solution:

- 1/3 cup detergent (e.g. Tide)
- 2/3 cup trisodium phosphate powder (TSP)
- 1 quart sodium hypochloride 5% solution (e.g. Clorox®)
- 3 quarts water

Environmental Black Streaking

Black streaking can also collect on the surface of a structure. Black streaking can be removed by using Gutter Zap 4, which can be purchased from the dealer that installed your unit.

Caulking Compounds, Tar, etc.

Use mineral spirits in reasonable amounts, apply directly to foreign substance. Rinse the area thoroughly with water immediately after cleaning.





Arcadia Care Preventative Maintenance Program

By joining the Arcadia Care Preventative Maintenance Program you will receive standard coverage offered by the general Arcadia Product Warranty as well as the following add-ons.

- Testing of moving parts
- General wear and tear checked
- Comprehensive cleaning of louvered roof
- System gutter cleaning

Please contact your dealer that installed your system for more details and pricing. (Not all Authorized Arcadia Dealers participate in Arcadia Care, please check with you local dealer).

9. Technical Services

Arcadia Academy: full Installation training available at corporate training facilities. Free technical support via phone. Renderings, shop drawings and engineering available. Fees apply.

10. Filing Systems

- ConstructConnect
- Additional product information is available from the manufacturer upon request ↪



Star-Tech Glass, Inc.

1835 N. Major Ave.
Chicago, IL 60639-4117
Phone: 773.745.0800
Fax: 773.745.0889



Proposal

DATE	8/30/2022
PROPOSAL #	17452

NAME / ADDRESS

Tala Coffee Roasters
Ryan Hickman
93 Green Bay Rd
Winnetka IL 60093

TERMS	REP	PROJECT	
50%dep/bal COD	BP		
QTY	DESCRIPTION	RATE	TOTAL
	2" x 4-1/2" Black or clear anodized aluminum storefront framing with head receptor and sill flashing into punched openings consisting of: West Elevation Restroom - Stationary window approx: 32" x 87" glazed with 1" o.a frosted insulated tempered glass panel Dining area - Stationary window approx: 32" x 87" , Stationary window split into sections approx: 89" x 102", all glazed with 1" o.a clear insulated tempered glass. South Elevation One standard 3'0" x 7'0" medium stile door glazed with 1" o.a clear tempered insulated glass. Opening size approx: 277" x 118." Stationary windows split into sections per customer's sketch (approx: 49" x 18"), Star Tech Glass will use 4-1/2" x 4-1/2" mullions. Center section without dividers and one standard 3'0" x 7'0" medium stile door with transom frame above. Opening size approx: 137" x 104." Stationary windows split into sections per customer's sketch (approx: 49"x 18") , Star Tech Glass will use 4-1/2" x 4-1/2" mullions. All glazed with 1" o.a clear insulated glass tempered where required. East Elevation Two stationary window approx: 61" x 64" glazed with 1" o.a clear annealed insulated glass . North Elevation Two stationary windows, one approx: 44" x 33" and one approx: 44" x 45", each glazed with 1" o.a clear annealed insulated glass. Each door to have hardware package included: 1" diameter push/pull handle, butt hinges, closer, bottom door sweep, threshold, lock/keyed with the cylinder.	35,104.00	35,104.00T

SEE TERMS ABOVE

Acceptance of Proposal: The above prices, specifications and conditions are accepted. You are authorized to do the work as specified. This proposal may be withdrawn by us if not accepted within 15 days. Custom orders are non-refundable nor returnable. For your convenience, we now accept most major credit cards. I agree to pay above amount according to card issuer agreement. All returned material is subject to a 25% re-stocking charge. Only products in new and unused condition will be accepted. Custom orders are non-refundable nor returnable.

CC# _____ Exp. Date _____	Subtotal	\$35,104.00
Name on Card (if different): _____	Sales Tax (5.125%)	\$1,799.08
Billing Address (if different): _____ Zip Code: _____	Total	\$36,903.08
Signature of acceptance of proposal and attached notes. _____ Date _____		



MEMORANDUM VILLAGE OF WINNETKA

COMMUNITY DEVELOPMENT DEPARTMENT

TO: DESIGN REVIEW BOARD
FROM: DAVID SCHOON, COMMUNITY DEVELOPMENT DIRECTOR
DATE: SEPTEMBER 29, 2022
SUBJECT: 93 GREEN BAY ROAD – CERTIFICATE OF APPROPRIATENESS
(CASE NO. 22-13-DR)

INTRODUCTION

On October 3, 2022, the Design Review Board (DRB) is scheduled to consider an application for a Certificate of Appropriateness submitted by SAR, Incorporate, d/b/a Tala Coffee Roasters (“Tala”), lessee of the property at 93 Green Bay Road (the “Subject Property”), and the Village of Winnetka, as owner of the Subject Property (collectively the “Applicants”). The request is to allow renovation of the existing commercial building and construction of site/streetscape improvements on the Subject Property. Given the property is in the C-1 Limited Retail Commercial District, the Village Council has the final authority on the Certificate of Appropriateness. *In this instance, the DRB is only a recommending body.*

A mailed notice was sent to property owners within 250 feet of the Subject Property, in compliance with the Village Code. As of the date of this memo, staff has received one written comment from the public regarding this application. (**Attachment 4**)

The DRB was originally scheduled to consider this application at its September 15 meeting; however, due to the lack of quorum, that meeting was cancelled. **Since then, a few changes have been made to the proposed building plans.** Tala has learned of the need for an additional support post for the proposed canopy/sunscreen. Tala has also confirmed the white color for the proposed building and canopy. They have also made some adjustments to the windowpanes on the facade. The plans now reflect these changes.

BACKGROUND

In February 2021, the Village Council directed staff to release a request for proposals from qualified users and developers for the repurposing of the Village-owned property at 93 Green Bay Road. The goals for the RFP included creating a first-rate development at this corner in terms of the building and site/streetscape improvements as well as for the public gathering space it would create for the Indian Hill area and the community as a whole.

In October 2021, three semi-finalists made public presentations of their proposal for the Subject Property. Following that meeting, the Council discussed the three proposals and then directed staff to negotiate lease terms with Tala for the Subject Property. The Council found Tala’s proposed use of the site, a coffee shop with food offerings, the best fit for the site and the greater

community.

Over the last several months, the Village has held several meetings with Tala to discuss their plans, to develop a concept site plan that meets both parties' goals, and to discuss lease terms. On August 16, 2022, the Village Council adopted a resolution approving a lease agreement with Tala. Under the lease terms Tala is responsible for the improvements to the building, and the Village is responsible for constructing the site improvements.

PROPERTY DESCRIPTION

The Subject Property is located the southeast corner of the intersection of Green Bay Road and Winnetka Avenue and is zoned C-1 Limited Retail Commercial District. The Subject Property currently contains a vacant one-story building, which was originally constructed as a gasoline service station in the early 1960s and most recently had been leased to a car dealership and used for vehicle storage. The following figures contain an aerial and a photograph of the existing improvements on the site.



Figure 1 – Subject Property



Figure 2 – Subject Property from Green Bay Road

CURRENT PROPOSAL

Tala is seeking approval of the exterior alterations to the existing building facades, and the Village is seeking approval of proposed site improvements on the Subject Property.

Building Improvements. Tala plans to retain the general character of the existing building by re-using the existing materials and structure of building when possible. Details of the plans for the building can be found in **Attachment 1**. They plan to reuse and restore the existing steel siding panels, and a few of the panels that cannot be reused will be replaced. The panels will be painted with a glossy acrylic paint in colors consistent with Tala’s brand. The paint will be Benjamin Moore paint with the base of the building and the roof fascia painted “In the Midnight Hour,” which is a blue color, and the rest of the building painted “White Diamond”, which is a white color, that will match the proposed canopy. Paint samples will be provided at the meeting. The roof and roof fascia will be replaced, and surface of the fascia will be flat rather than ribbed liked the current fascia.



Figure 3 - Rendering of Building

The building will contain the same openings but will be replaced with all new doors and windows. All windows and doors will have aluminum frames painted black and contain clear glass, except as otherwise noted. The two of the existing garage doors will be replaced with windows that keep the paneling garage door look. The other existing garage door will be replaced with glass window to more consistent with the original building design. The front entrance will be in the center of the most easterly garage door opening. The entrance door on the western façade will become a glass window. What previously had been exterior bathroom doors on the western façade will be replaced with opaque windows to let in light but protect privacy.

Tala also plans to add a 20'x18' white aluminum canopy on the westerly end of the southerly façade that would be supported by the building on one end and by three square posts on the other.

The canopy would have a very simple design with rooftop louvers that can open and close. The canopy would have a white powder coating. The canopy will be outfitted with canned lights and infrared heat.

Tala plans to provide a variety of outdoor tables and chairs, some of which will be similar to what they have at their current Highwood café. All will be black powder-coated metal graded for outdoor use.



Figure 4 – Shade Canopy General Style

Tala has indicated that permits for signage would be applied for at a later date.

Site Improvements. As previously stated, the Village has worked with Tala and Teska Associates to develop site improvements that create a public gathering space for the Indian Hill area and the community as a whole, as well an outdoor space for Tala customers. Details can be found in **Attachment 2.**

Prior to describing the proposed site improvements, it should be noted the location of impacted soils on a small portion of the site, which effects what can be constructed on that portion of the site. Though underground fuel storage tanks associated with the prior service station have been removed, soils in the northwest corner of the site still contain level of contaminants that require a remediation plan by the Illinois Environmental Protection Agency (IEPA). The site remediation plan calls for the maintenance of an engineered barrier located over the impacted soils. This barrier can be in the form of a hard paved surface. As will be noted later, this compliance element impacts what can be constructed in this area.

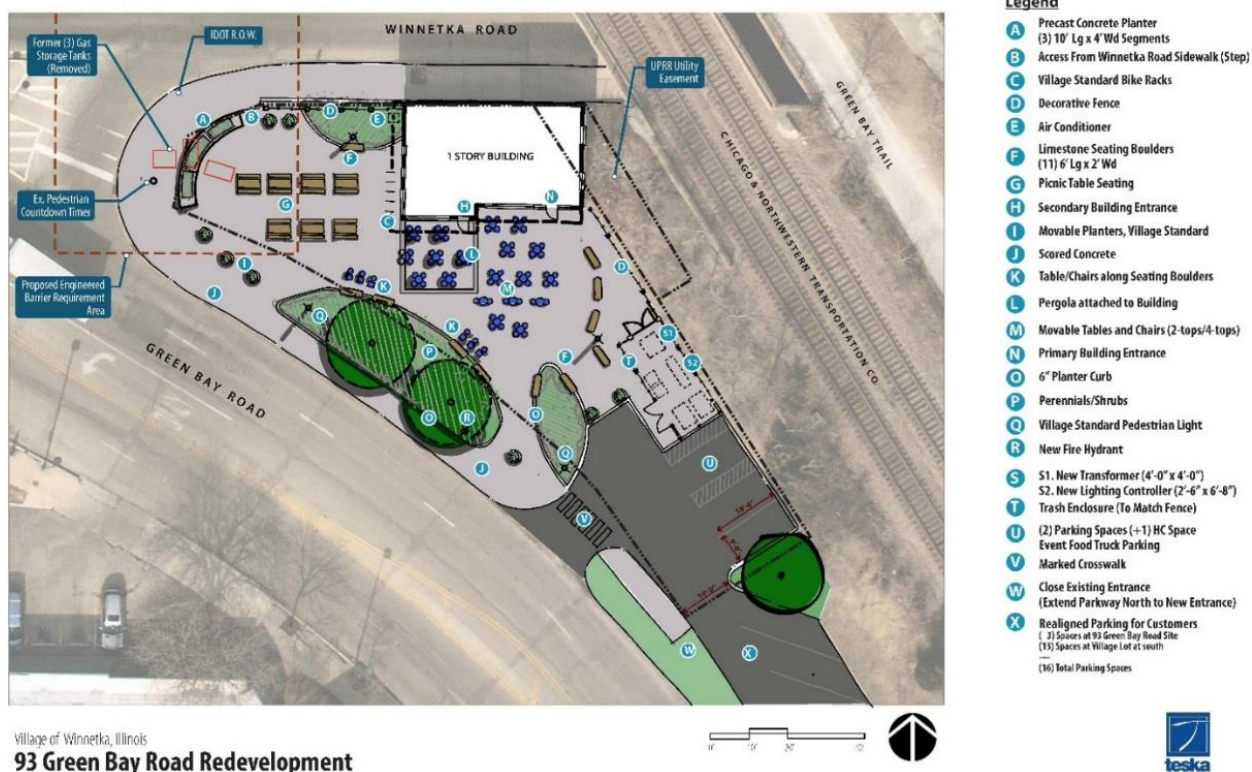


Figure 5 - Proposed Site Plan

The proposed site plan creates a public gathering space for community members. This is achieved in two ways. One is that a coffee shop by its nature serves as a place for community members to meet up. They can do that either inside the coffee shop or on the outdoor portion of the site that is part of the Tala lease area. The second way is by the creation of a small public gathering space on the northwest corner of the site, which members of the public as well as Tala customers can use. The proposed design incorporates elements from the Village's streetscape projects, while also incorporating compatible elements with a more natural feel.

Site elements from the Village's Elm Street Business District streetscape project will be incorporated in some fashion into the site improvements. They include concrete curbed landscape areas with seat walls, planter pots, pedestrian-scale light fixtures, and bike racks. To create a more natural, casual feel, the proposed seat walls will actually be natural quarry stone seat boulders that will border the seating areas. Due to the nature of the material, there will be some irregularity in dimension, but are specified at an approximate length of 6 feet and depth of 2 feet. The boulders will be in a grey/buff color tones. The images below provide a general idea of the cut and color of the boulders.



Figure 6 – Seat Boulders

Though most of the planter pots will be similar to those in the Elm Street Business District, a two-foot-tall precast planter wall will be installed at the northwest corner of the site to create a barrier between the intersection and the gathering area on the site. The design of this planter would integrate the custom reveal features from the nearby railroad bridge that crosses over Winnetka Avenue. Other than the reveal, the current plan is not to have any text or identifying graphic on this wall.



Figure 7 – Proposed Precast Planter Wall & Railroad Bridge Reveal

The plans call for some fencing and screening elements. In the southeast corner of the site there will be an enclosure for the garbage and recycling elements as well as for a transformer and lighting controller. To complement the building design and materials, horizontal aluminum panels are proposed for the enclosure. Given its location on the property, we are proposing an architectural bronze color so as to blend into the adjacent vegetation and embankment along the railroad track. Along the north property line is an existing fence that is proposed to be placed with an aluminum or steel fence that integrates the exiting rail features from the nearby train overpass. This fence would also be an architectural bronze to be consistent with the color of the trash enclosure and screening along the railroad embankment.



Figure 8 – Proposed Screening & Fencing

The surface of the site and adjacent public sidewalk, which is a State road, will be scored concrete. A concrete surface can serve as the engineered barrier required by the remediation plan. Staff had explored with our landscape architect and civil engineering consultants the idea of installing brick pavers in the public sidewalk area at the corner as has been done in with the streetscape improvements in the Elm Street Business District. The Village standard specification for installation of brick pavers requires them to be placed on a concrete surface for long term durability and to withstand the heavier demands placed on public sidewalk areas. Additionally, the concrete surface would need to have holes drilled into them to allow drainage of water so as to minimize the impacts of freezing and thawing rainwater on the concrete and bricks. As a result, brick pavers are precluded from being used on the corner sidewalk area and on a portion of the site due to the IEPA remediation plan requirements. Also, given there are no near-term plans to reconstruct the Green Bay Road and Winnetka Avenue intersection, this would leave only one corner with brick pavers until the intersection was reconstructed to include brick pavers on all four corners. We had also looked at incorporating brick pavers into the site itself but found the building style and proposed improvements did not support the use of a brick paver surface.

Village Parking Lot Reconfiguration. It should also be noted that the Village also has plans to reconfigure the parking lot to the south of 93 Green Bay Road and to connect the parking lot to the Subject Property.

Currently the 93 Green Bay Road site has a single driveway where vehicles enter and exit the site along Green Bay Road, located at the southern end of the site. The Village parking lot is currently accessed from the south end of the parking lot and has a one-way drive aisle that heads north and exits back onto Green Bay Road at the northern end of the parking lot. This Village lot is currently for “A” permit holders (employees of the business district).

The proposed redesign of the parking lot would provide parking for two different users. The approximately southern two-thirds would remain available for “A” permit holders. The northern one-third would be available for customers of the business district. There would remain 27 parking spaces along the east side of Green Bay Road for customers. Given the location of the parking, it would likely be used nearly exclusively by the customers of Tala Coffee. The access points have been designed to minimize conflicts between these two different users. There would be three (3) access points – one at the northern end, one about one-thirds of the way to the south (“mid-point”), and one at the southern end. Customers would enter at the northern end, drive south, and exit at the mid-point driveway. “A” permit holders would enter at the southern end, drive north, and exit at the mid-point driveway. The figures below show the layout of the redesigned parking lot.

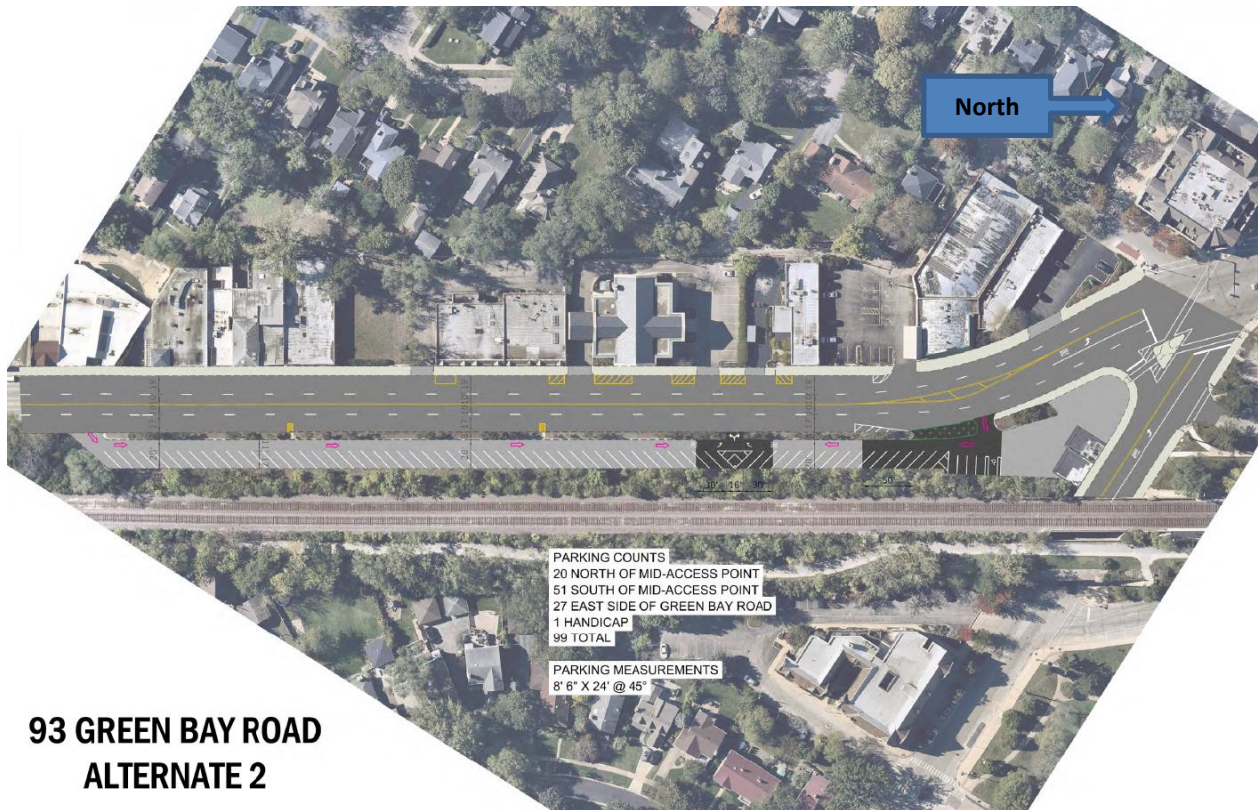


Figure 9 - Proposed Reconfiguration of Parking Lot South of 93 Green Bay Road



Figure 9 – Close-up of Proposed Reconfiguration of Parking Lot South of 93 Green Bay Road

CERTIFICATE OF APPROPRIATENESS CONSIDERATIONS

As established by the Village Code, the Design Review Board is to consider the following four (4) factors in determining whether to grant a Certificate of Appropriateness:

“(1) whether the proposed external architectural features and site improvements are appropriate to and compatible with the character of the immediate neighborhood;”

“(2) whether the proposed external architectural features and site improvements are appropriate to and compatible with adopted Village plans for and improvements in the immediate neighborhood, and including both urban design and site arrangement considerations;”

“(3) whether the proposed external architectural features and site improvements are consistent with applicable Village design guidelines and such standards and criteria as may be adopted by the Board; and”

“(4) the probable effect of the proposed external architectural features on the integrity of the immediate vicinity.”

The Board will need to determine if the proposed building improvements and site improvements comply with the above standards. Excerpts of the Village Design Guidelines related to commercial buildings are included in Attachment 3.

RECOMMENDATION

At the September 15, 2022, Design Review Board meeting, the Board is scheduled to consider the design of the Applicants’ proposed **exterior building improvements** and proposed **site improvements**. After hearing from the Applicants and the public, the Board may decide to act on one of two options:

- 1) Continue further review of the application to a date specific in order to provide the Applicant and/or staff additional time to address questions and comments from the Board.
- 2) Adopt a motion recommending approval or a motion recommending denial of a certificate of appropriateness for design of the proposed mixed-use building.

If the Board wishes to adopt a motion recommending approval or denial, a Board member may want to make a motion such as the following:

*Move to recommend **approval [denial]** of a certificate of appropriateness for the **design of the proposed exterior building improvements and site improvements on the Subject Property**, subject to the following conditions:*

A. [If the Board chooses to place conditions as part of its recommendation, it will want to include the conditions here.]

The Board’s recommendation is based on evidence in the record, or a public document, and upon the following findings of fact:

- (1) the proposed external architectural features and site improvements are appropriate to and compatible with the character of the immediate neighborhood;*
- (2) the proposed external architectural features and site improvements are appropriate to and compatible with adopted Village plans for and improvements in the immediate neighborhood, and including both urban design and site arrangement considerations;*
- (3) the proposed external architectural features and site improvements are consistent with applicable Village design guidelines and such standards and criteria as may be adopted by the Board; and*
- (4) the probable effect of the proposed external architectural features on the integrity of the immediate vicinity.*

ATTACHMENTS

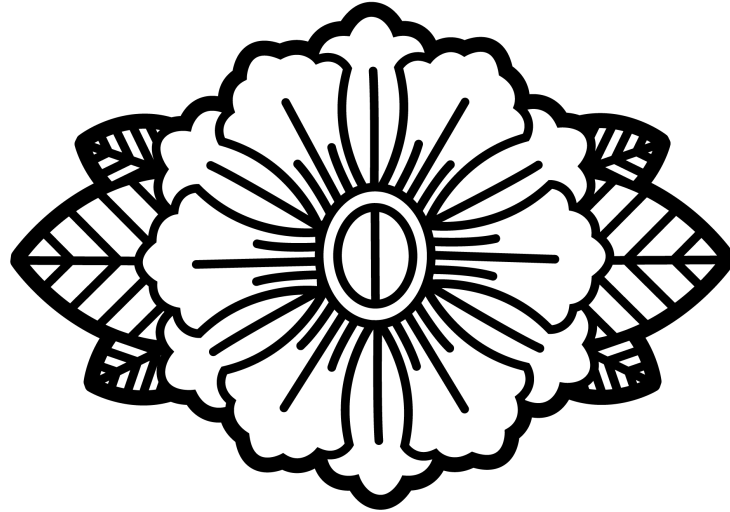
Attachment 1: Proposed Exterior Building Improvements

Attachment 2: Proposed Site Improvements

Attachment 3: Design Guideline Excerpts

Attachment 4: Public Comments

Attachment 1
Building Improvements



93 GREEN BAY ROAD

The Village of Winnetka and Tala Coffee Roasters

ARCHITECTURAL PLANS *Overview*

Where possible, we strive to preserve and re-use the existing materials and structure of this building. Attached are the full plans for the building including proposed changes. Here we outline additional items for the building...

- The materials used on the outside
- The colors chosen
- Updating windows and doors

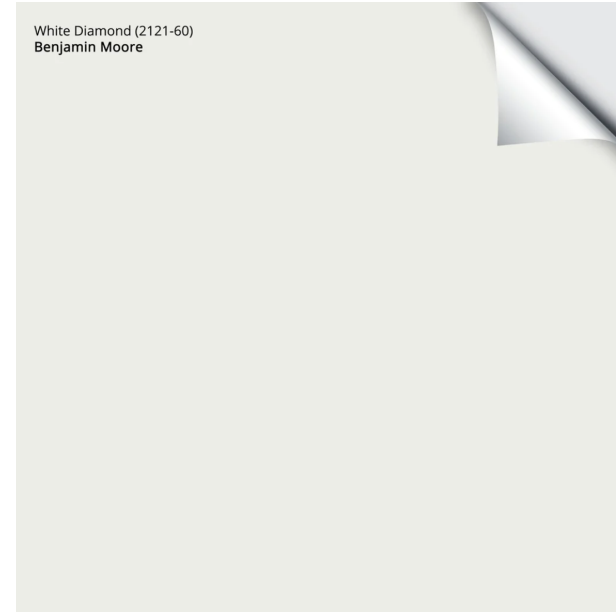


EXTERIOR

Materials and colors

We will re-use and restore the existing steel siding, which is made of fabricated panels fit together into a system. These panels mimic the design on the interior of the building, which we will also be restoring to its former glory (and more).

- All panels will be sanded and stripped for paint readiness
- 2-4 panels will be re-fabricated and replaced
- All panels will be resealed with caulking between joints
- The whole exterior will be painted with Benjamin Moore 100% acrylic paint.
- The blue color we are using is, “In the Midnight Hour”
- The white color we are using is, “White Diamond”
- The white has been color-matched to a sample of the canopy structure
- Please see physical samples provided for exact color reference

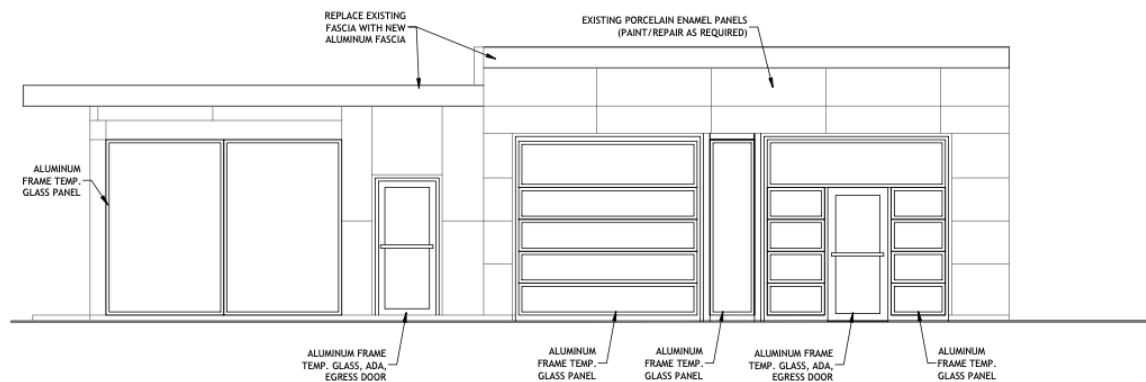




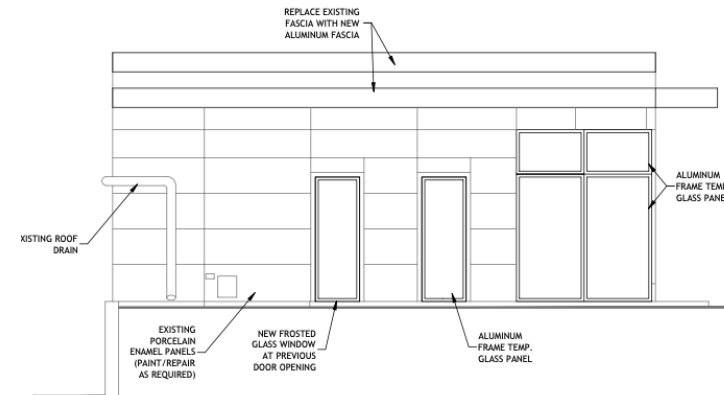
EXTERIOR

Windows and doors

We will transform the look of this building by replacing all existing windows and doors with alternatives that bring in lots of natural light, while keeping the existing framed openings. All windows and doors will have black aluminum framing, and clear glass (except where noted below).



- The three existing garage doors will be replaced with windows that keep the paneling garage-door look.
- The front entrance will be in the center of the current garage door opening on the southeastern corner of the building.



- Opaque windows will replace the old bathroom doors to bring in light but protect privacy.
- The western entrance door will become a large window.



SPECIFICATIONS

Attached are the specifications provided us by our contractors for the windows, doors and glass for the building. The roofing will not be visible from the street.

Any replacement metal panel materials on the exterior will be consistent with the existing metal panel materials. We will demonstrate consistency of materials to Village staff prior to installation.

See attachments for more information.



This photo more closely resembles the state of the building we'd like to remember in our adaptive reuse efforts.

CANOPY *Design and function*

We would like to add a canopy with a louvered roof, attached to the building, in order to accommodate more seating all year-round.

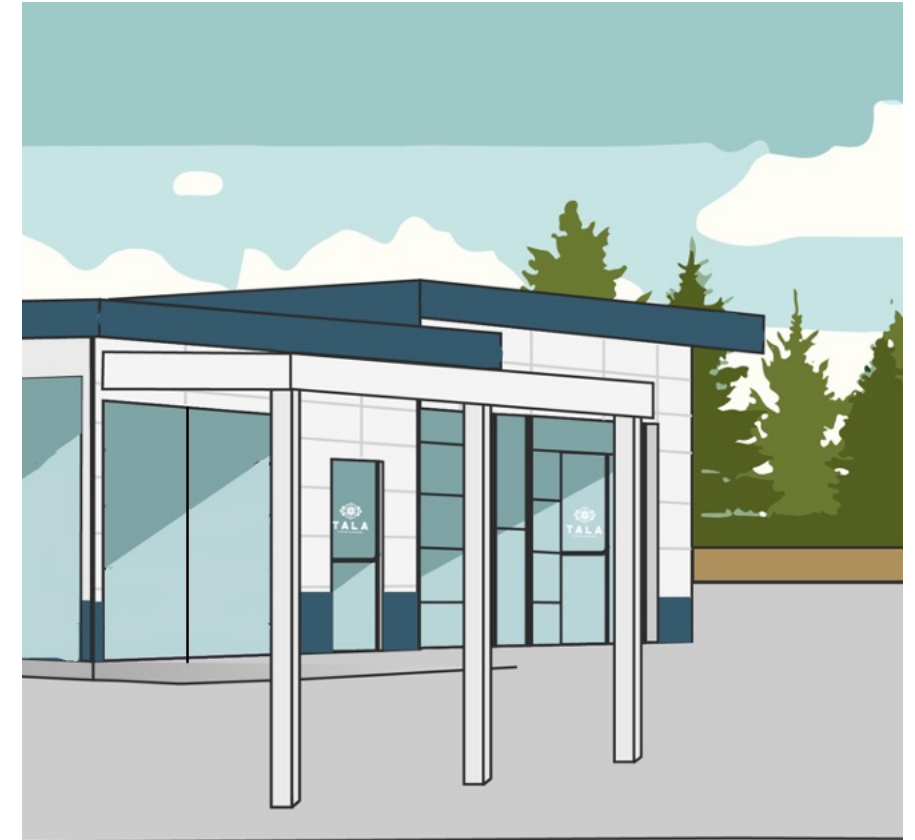
- The canopy will be attached to the building at one end
- The two corners not attached to the building will have simple, square posts
- The structure will be made of white aluminum
- The structure will be outfitted with canned lights (as shown on right)
- The structure will be outfitted with infrared heaters in white (as shown below)



*Bromic Heating - BH0420031 -
3000 Watts Electric Single
Element Heater*



*This example shows the basic
elements of the canopy.*

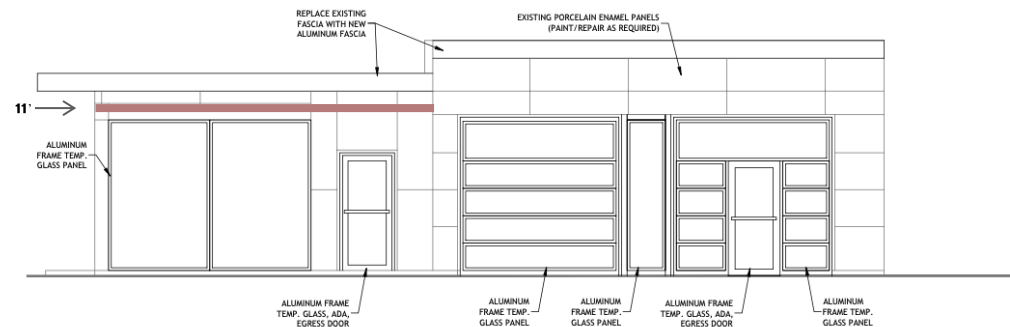
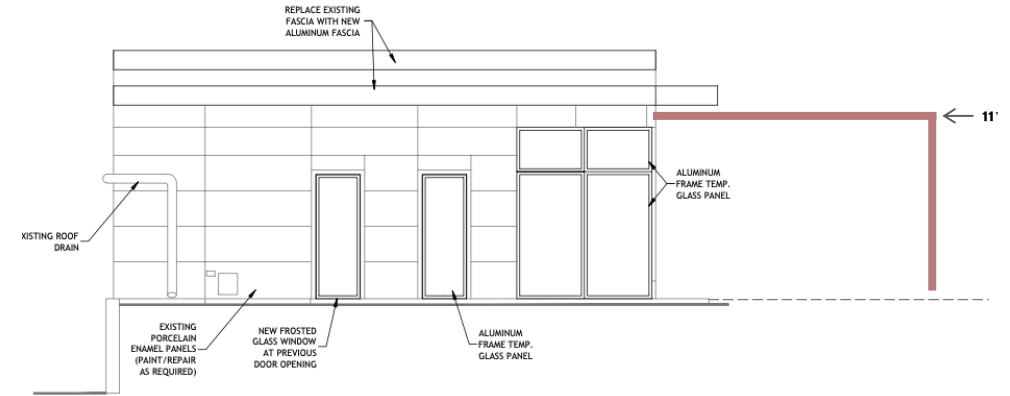


*This rendering is meant to give an example of how the canopy will
look on the building. Examples on the following page show the canopy
structures in use in similar contexts.*

CANOPY *Placement*

The canopy we would like to build would be attached to the building underneath the existing fascia and run the length of the shorter bay of the building (20'), going out from the building 18' from the southwest corner. The structure would stand 11' tall from the ground.

- The canopy would be attached to the building and would cover the southwest corner of the patio area in front of the building. See the top right image.
- The canopy would be attached for the entirety of the shorter side of the building, to create a look of continuity. See the bottom right image for the place of attachment to the building.



CANOPY *Design examples*



This example shows the the canopy in a commercial context, similarly to the way it will feel in use at our location, with potted plants, tables, chairs, and landscape surrounding



This example, although residential, shows an example closer to the size and shape we would like on our property.

We would like to use a simple, white design to match the aesthetic of the building, and provide a clean slate look that doesn't compete for attention with the softer elements of the landscape and seating. In addition to the landscaping, we would like to have potted or hanging planters that would be non-intrusive but add visual appeal.

EXTERIOR FURNISHINGS *Tables and chairs*

We would like to offer a variety of sizes for our outdoor tables, and tastefully match tables and chairs. We also want to prioritize being congruent with our existing Highwood Café elements. All elements are powder-coated metal tables, graded for outdoor use and waterproof.

- Circular four-top tables (same as Highwood)
- Rectangular six-top tables
- Café-style chairs (same as Highwood)
- Bistro tables and chairs



TALA COFFEE ROASTERS

93 GREEN BAY ROAD
WINNETKA, IL 60093

INDEX OF DRAWINGS

ARCHITECTURAL

T1	TITLE SHEET, LOCATION MAP, SITE DATA, AND ELEVATIONS
A1	EXISTING ELEVATIONS
A2	PROPOSED ELEVATIONS
A3	FLOOR PLANS, DETAILS AND SCHEDULES
P1	PLUMBING PLANS, DETAILS, RISER DIAGRAMS, AND NOTES
M1	MECHANICAL PLAN, SPECIFICATIONS, AND NOTES
E1	ELECTRICAL PLAN, SPECIFICATIONS, AND NOTES

CODE / ORDINANCE DATA

APPLICABLE CODES:

- 2015 INTERNATIONAL BUILDING CODE
- 2015 INTERNATIONAL EXISTING BUILDING CODE
- 2015 INTERNATIONAL MECHANICAL CODE
- ILLINOIS STATE PLUMBING CODE
- 2014 NATIONAL ELECTRICAL CODE
- 2015 INTERNATIONAL FUEL GAS CODE
- 2018 ILLINOIS ENERGY CONSERVATION CODE
- 2015 INTERNATIONAL FIRE CODE
- 2015 NFPA LIFE SAFETY CODE
- 2018 ILLINOIS ACCESSIBILITY CODE
- VILLAGE AMENDMENTS TO THE ABOVE CODES

THERE IS NO EXISTING FIRE SPRINKLER IN THE BUILDING. NEW FIRE SUPPRESSION/SPRINKLER SYSTEM DESIGNED BY FIRE SUPPRESSION CONTRACTOR, PERMIT TO BE OBTAINED BY FIRE SUPPRESSION CONTRACTOR.

THERE IS NO EXISTING FIRE ALARM IN THE BUILDING. FIRE ALARM DESIGN AND SHOP DRAWINGS TO BE PROVIDED BY FIRE ALARM CONTRACTOR.

IT SHALL BE EACH CONTRACTOR'S RESPONSIBILITY TO KNOW, UNDERSTAND AND ENSURE COMPLIANCE WITH THE APPLICABLE REQUIREMENTS OF THE ILLINOIS ENERGY CONSERVATION CODE.

KEYS WILL BE PROVIDED FOR THE KNOX BOX.

SCOPE OF WORK (GENERAL):

INTERIOR BUILD-OUT AND EXTERIOR REMODEL OF AN EXISTING 1-STORY, METAL FRAME COMMERCIAL BUILDING

GENERAL INFORMATION

- CONSTRUCTION TYPE: 2B, UNPROTECTED
- USE GROUP: A-2
- SQUARE FOOTAGE: 1380 SF
- OCCUPANCY: SEATING FOR 61 OCCUPANTS
EMPLOYEES 5 OCCUPANTS
WAITING 10 OCCUPANTS
MAX. 76 OCCUPANTS TOTAL

GENERAL NOTES

ALL INTERIOR WALL, CEILING AND TRIM FINISHES SHALL BE MINIMUM CLASS 2 FSR 26-75. ALL EXPOSED INSULATION MATERIAL WILL HAVE A FLAME SPREAD RATING NOT TO EXCEED 25 WITH A SMOKE DEVELOPED FACTOR NOT TO EXCEED 450.

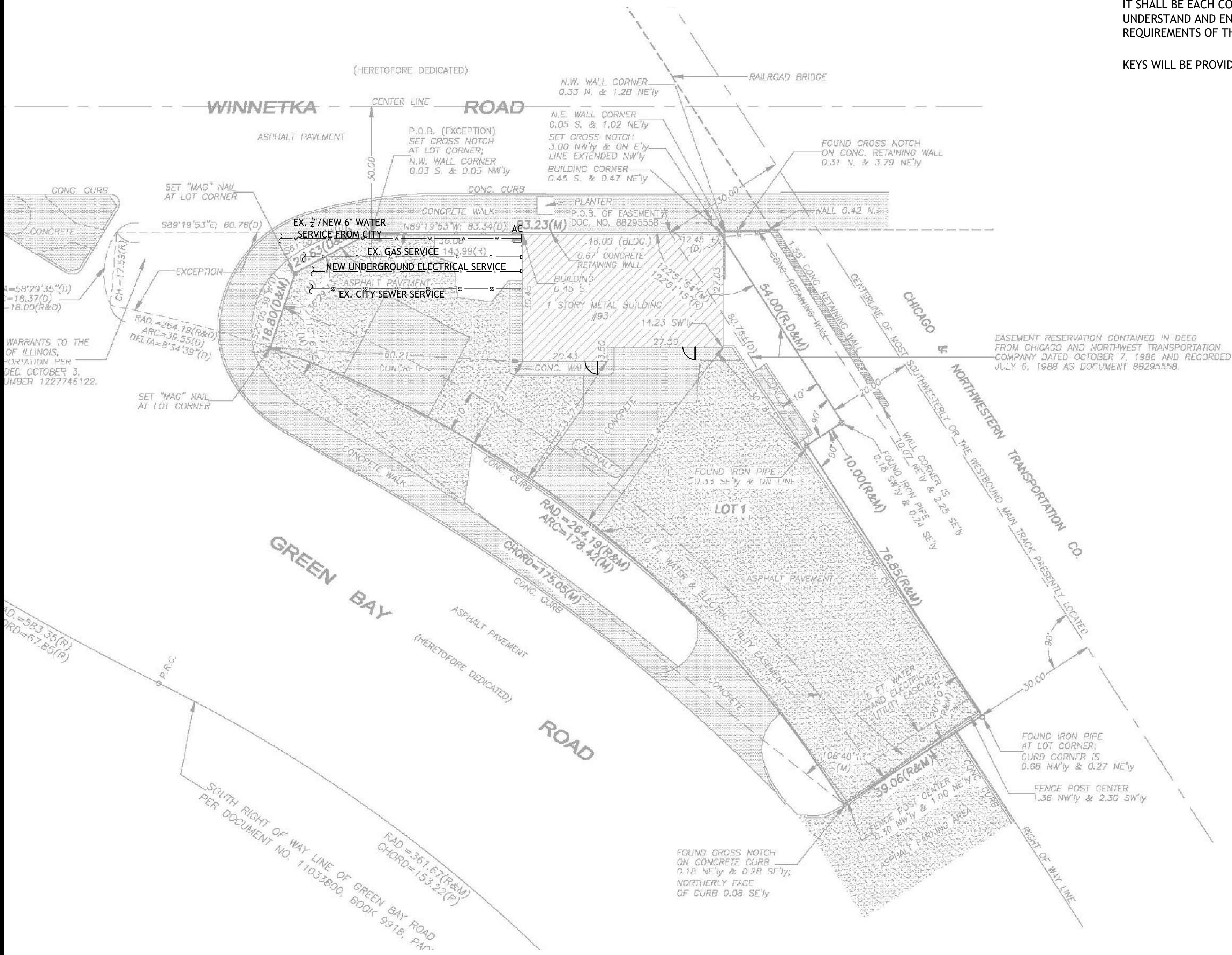
FIRE BLOCKING AND DRAFT STOPPING SHALL BE INSTALLED IN COMBUSTIBLE LOCATIONS IN ACCORDANCE WITH THE BUILDING CODE.

EGRESS DOOR HARDWARE SHALL BE OPERABLE FROM THE SIDE EGRESS IS TO BE MADE WITHOUT THE USE OF A KEY OR SPECIAL KNOWLEDGE OR EFFORT. DOOR HANDLES, PULLS, LATCHES, LOCKS AND OTHER DEVICES SHALL BE AT A MINIMUM HEIGHT OF 34" AND A MAXIMUM HEIGHT OF 48" A.F.F.. THE OPERATING DEVICES SHALL BE CAPABLE OF OPERATING WITH ONE HAND AND SHALL NOT REQUIRE TIGHT GRASPING, TIGHT PINCHING, OR TWISTING OF THE WRIST TO OPERATE. THUMB-TURN DEVICES ARE NOT PERMITTED.

ALL EXIT AND EMERGENCY LIGHTING SHALL BE PROVIDE WITH 90 MINUTES OF AUXILIARY POWER.

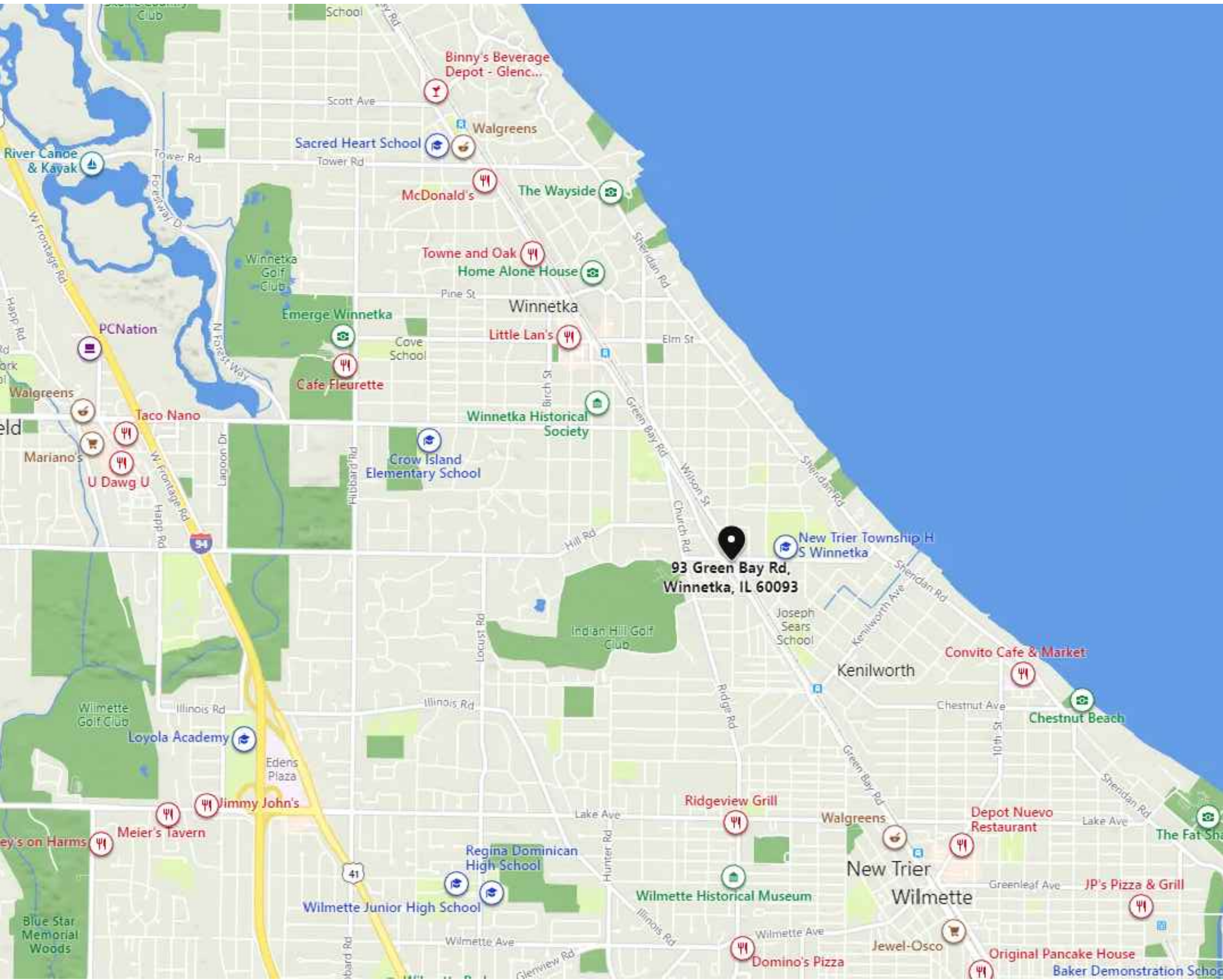
THE TENANT SPACE ADDRESS SHALL BE PLAINLY (MINIMUM 6-INCH LETTERS/ NUMBERS) DISPLAYED AT THE MAIN ENTRANCE TO THE BUILDING IN ACCORDANCE WITH THE FIRE CODE AND MUNICIPAL REQUIREMENTS.

CONTACT THE FIRE DEPARTMENT FOR APPROVAL OF TYPES AND LOCATIONS OF PORTABLE FIRE EXTINGUISHERS TO BE USED PRIOR TO FINAL OCCUPANCY INSPECTIONS.



SITE PLAN

SCALE 1/16" = 1'-0"



LOCATION MAP

Randolph F. Liebelt AIA, NCARB
900 North Shore Drive
Suite 100
Lake Bluff, Illinois 60044
PH (847) 615-0707
FAX (847) 574.6207
LA.Design@sbcglobal.net

PROJECT NAME:

TALA COFFEE ROASTERS

Project:

INTERIOR BUILD-OUT AND EXTERIOR REMODEL OF AN EXISTING 1 STORY COMMERCIAL BUILDING

ADDRESS:

93 GREEN BAY ROAD
WINNETKA, IL 60093



Issued For Permit 08.23.22

Preliminary Drawings 01.17.22

Drawn By DH

Checked By RL

Sheet:

T1

- of -

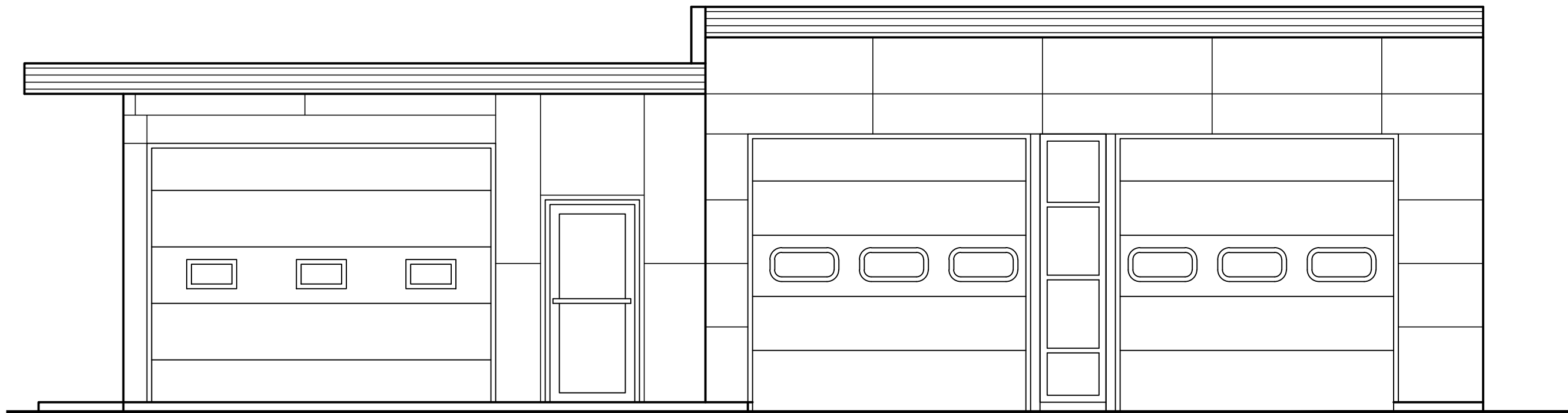
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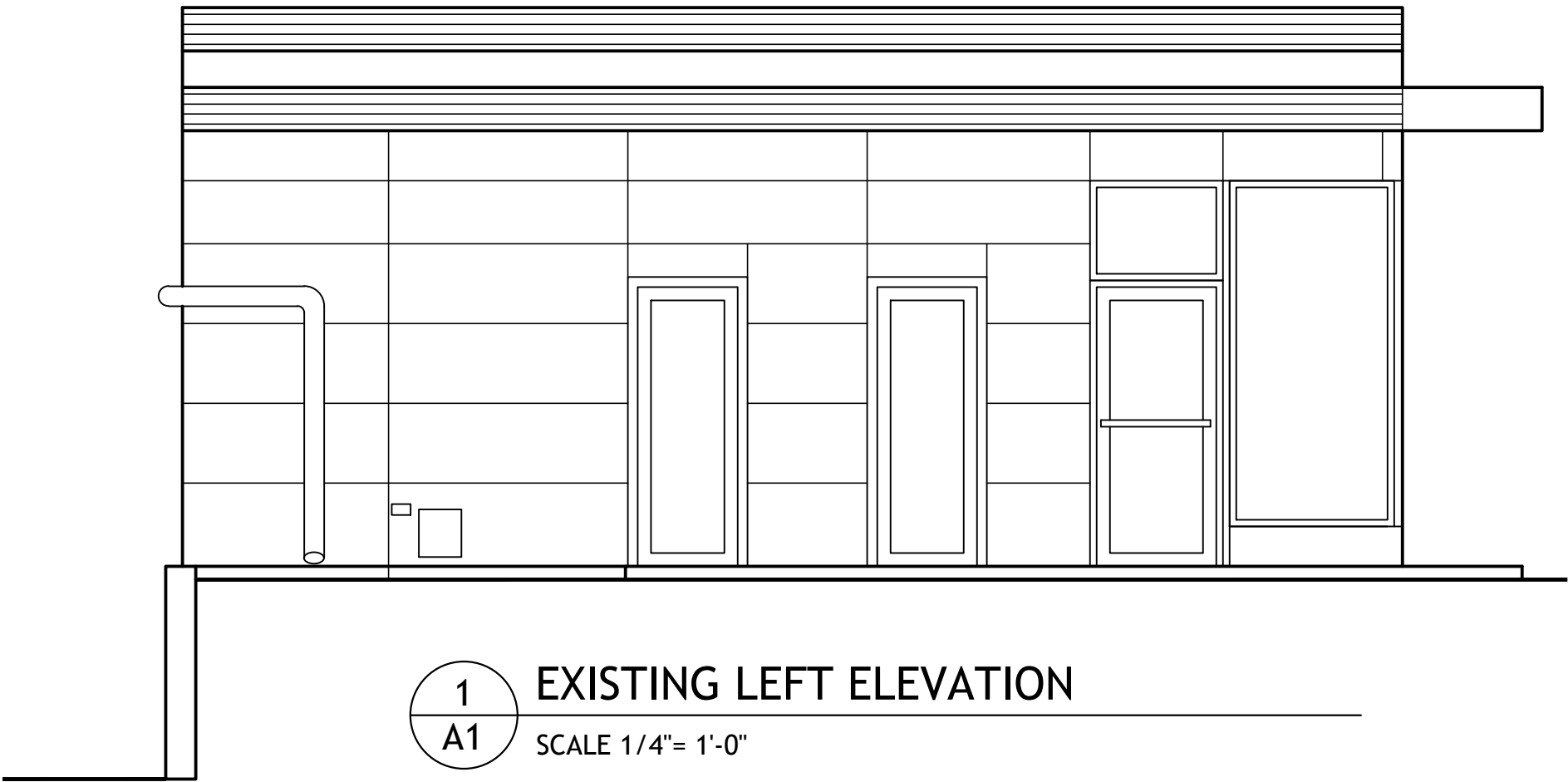
PROJECT NAME:
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ROASTERS**

Project:
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AN EXISTING 1 STORY
COMMERCIAL BUILDING

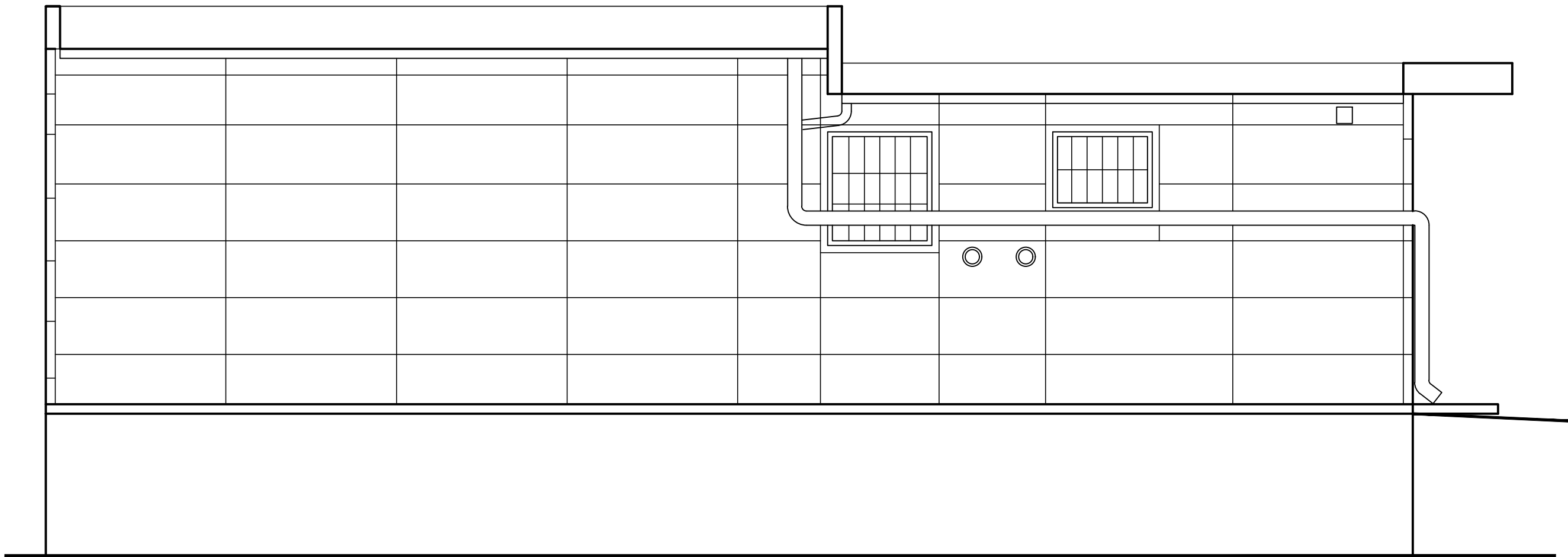
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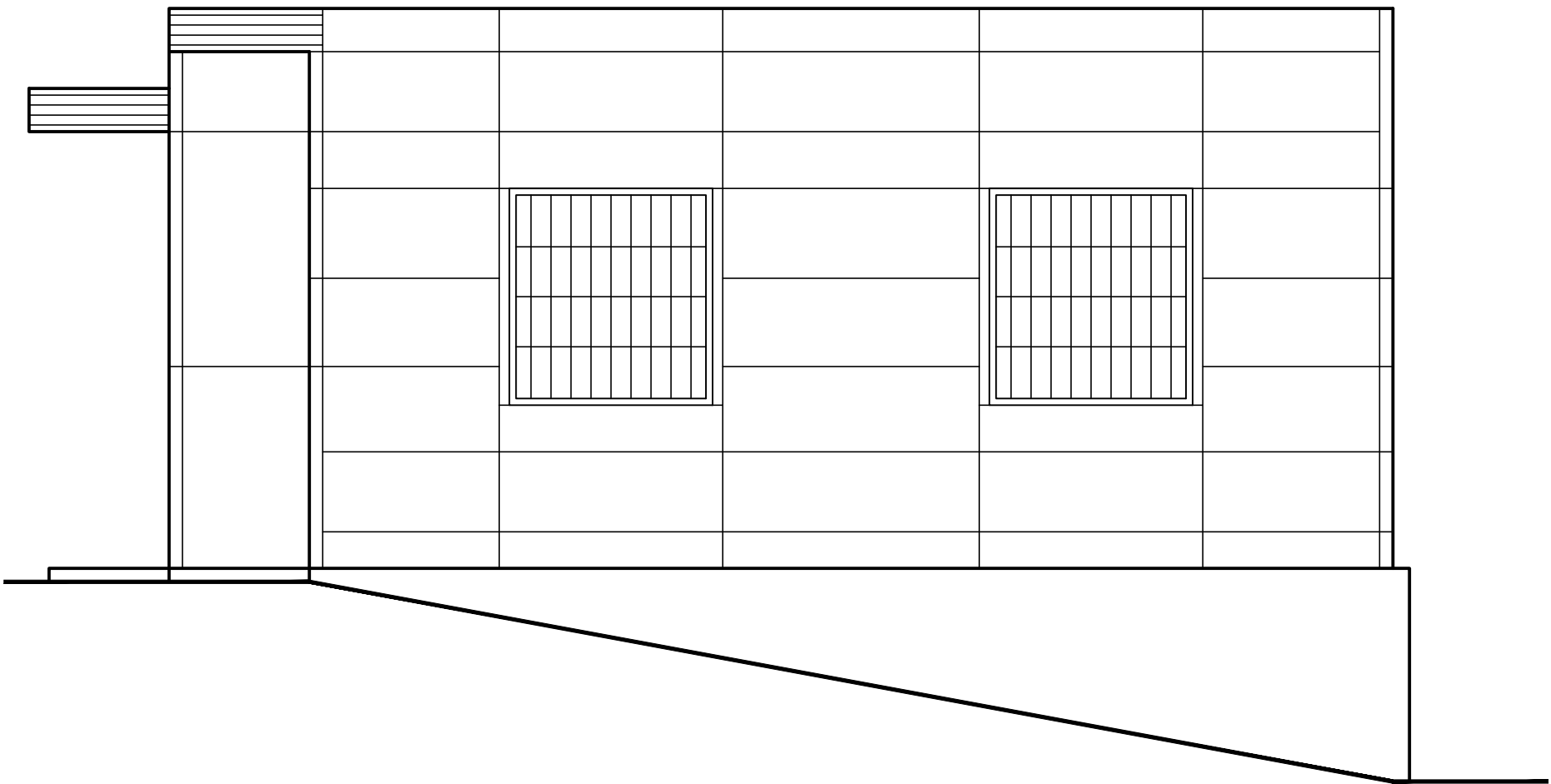
1
A1
EXISTING FRONT ELEVATION
SCALE 1/4"= 1'-0"



1
A1
EXISTING LEFT ELEVATION
SCALE 1/4"= 1'-0"



1
A1
EXISTING REAR ELEVATION
SCALE 1/4"= 1'-0"



1
A1
EXISTING RIGHT ELEVATION
SCALE 1/4"= 1'-0"

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A1

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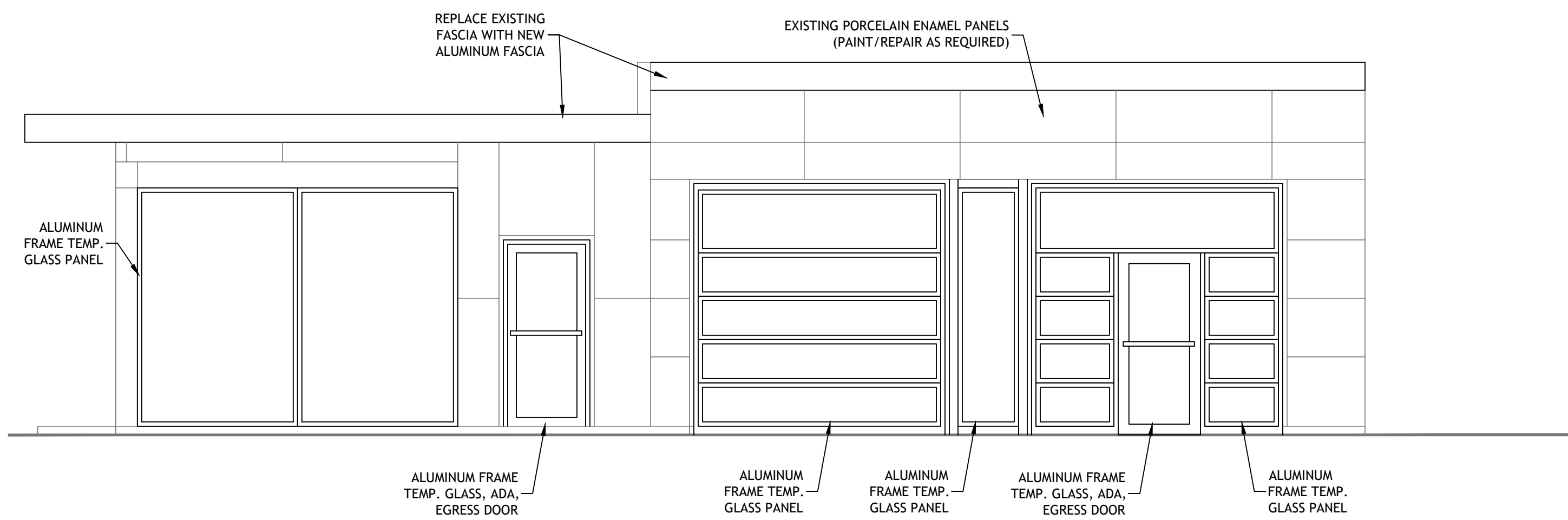
PROJECT NUMBER

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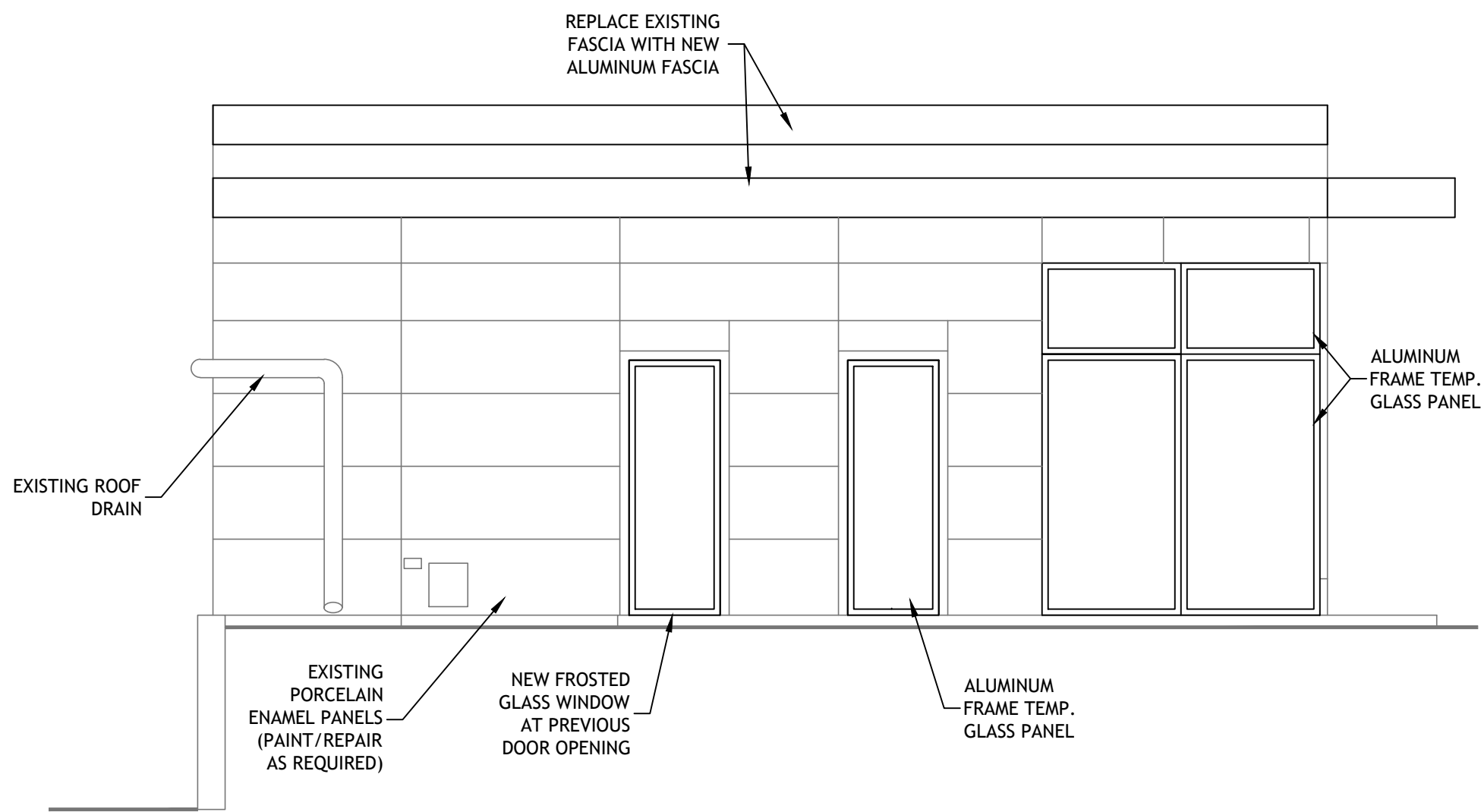
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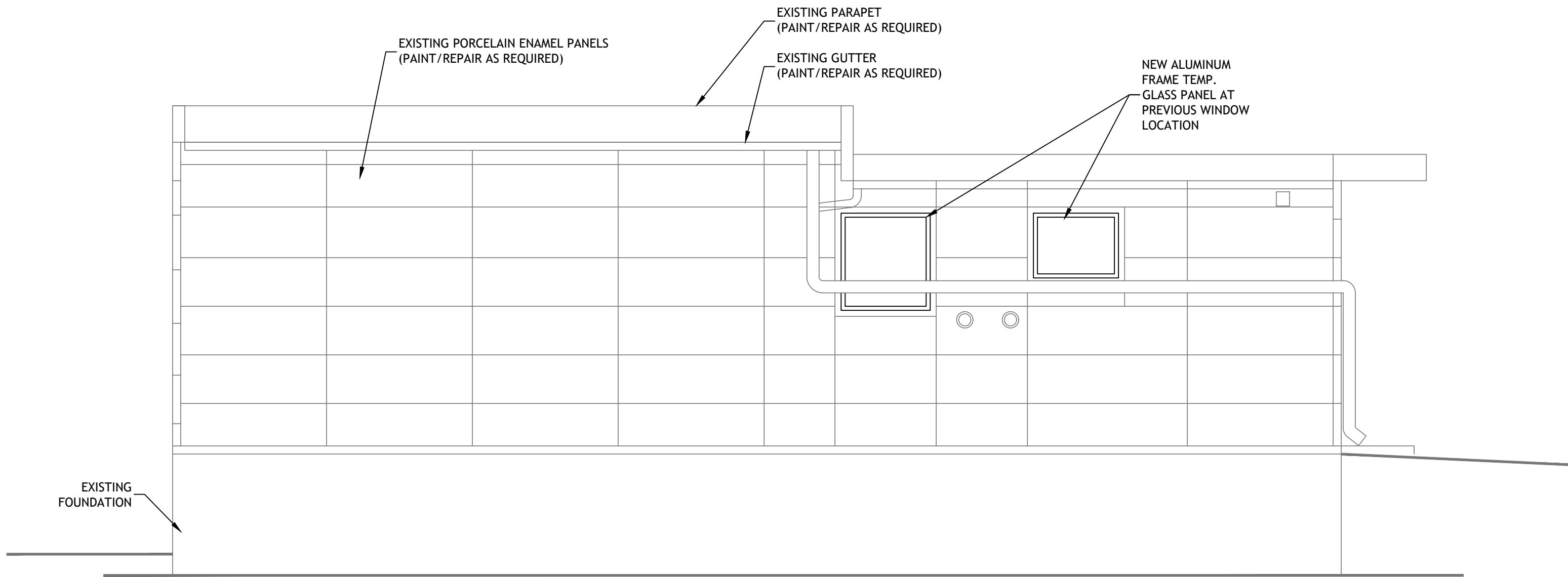


1
A2 PROPOSED FRONT ELEVATION
SCALE 1/4"= 1'-0"

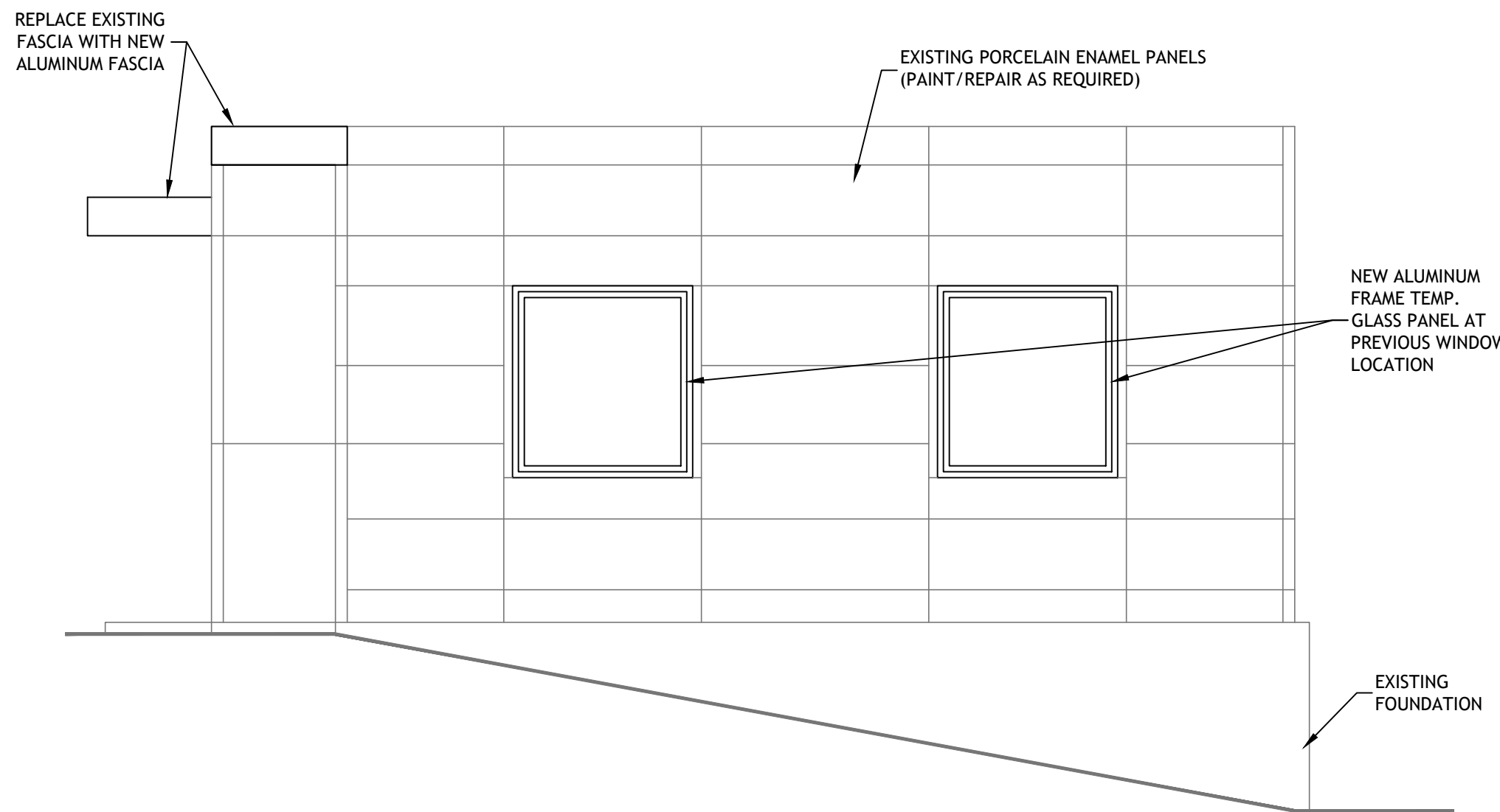


1
A2 PROPOSED LEFT ELEVATION
SCALE 1/4"= 1'-0"

NOTES:
VERIFY ALL WINDOW/DOOR/GLAZING SIZES.
VERIFY WINDOW/DOOR/GLAZING STYLES AND LAYOUTS WITH OWNER.
WINDOW/DOOR/GLAZING OPENINGS ARE EXISTING, CONTACT ARCHITECT IF
ADDITIONAL STRUCTURE IS REQUIRED (AFTER WALL FINISHES ARE REMOVED).
WINDOW/DOOR/GLAZING SHALL BE TEMPERED PER CODE REQUIREMENTS.
WINDOW/DOOR/GLAZING SHALL BE A MIN. U-FACTOR OF 0.30.
ROOD AND WALL STRUCTURE AND FINISHES ARE EXISTING TO BE CLEANED
AND REPAIRED AS REQUIRED.



3
A2 PROPOSED REAR ELEVATION
SCALE 1/4"= 1'-0"



4
A2 PROPOSED RIGHT ELEVATION
SCALE 1/4"= 1'-0"



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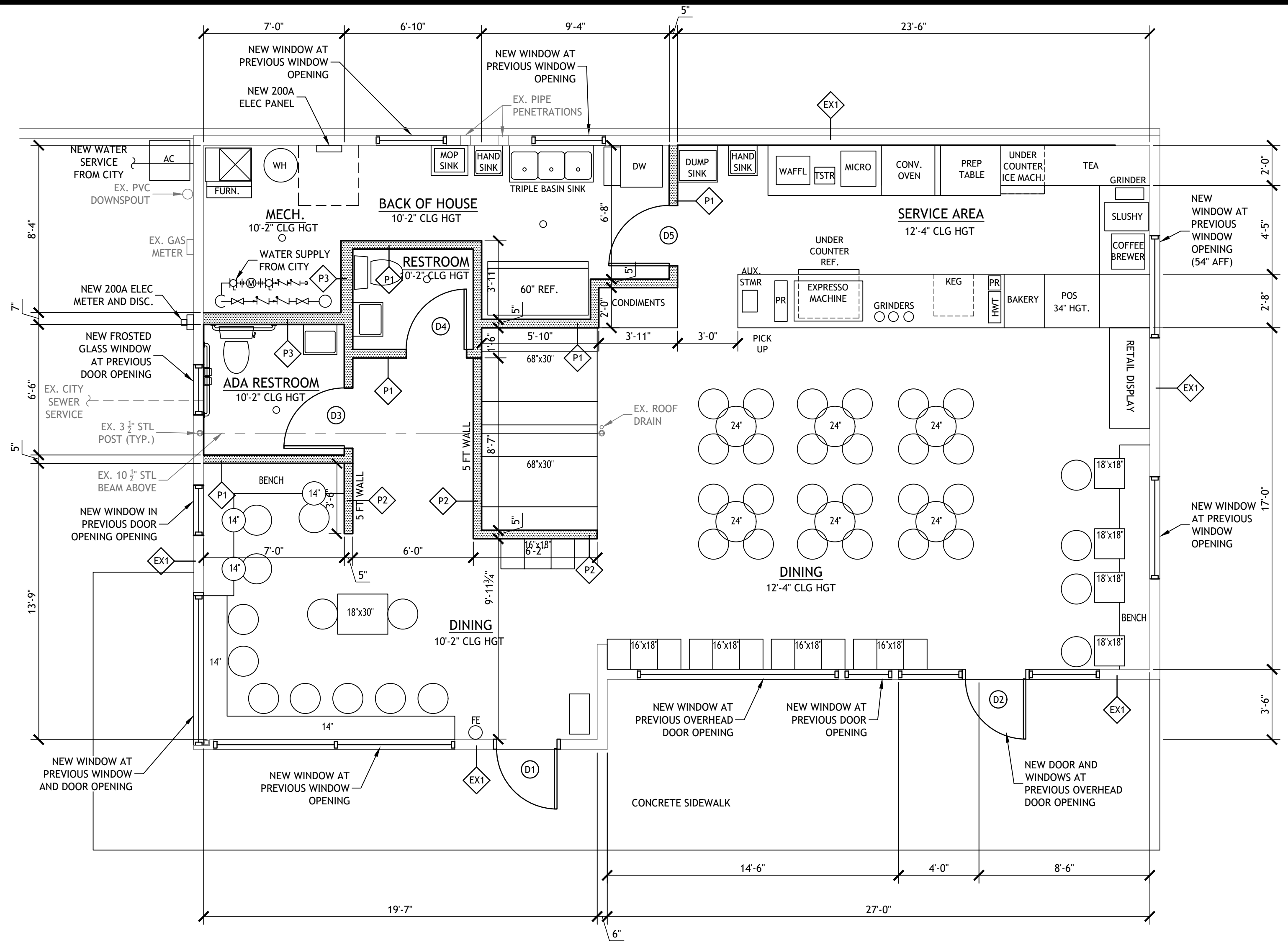
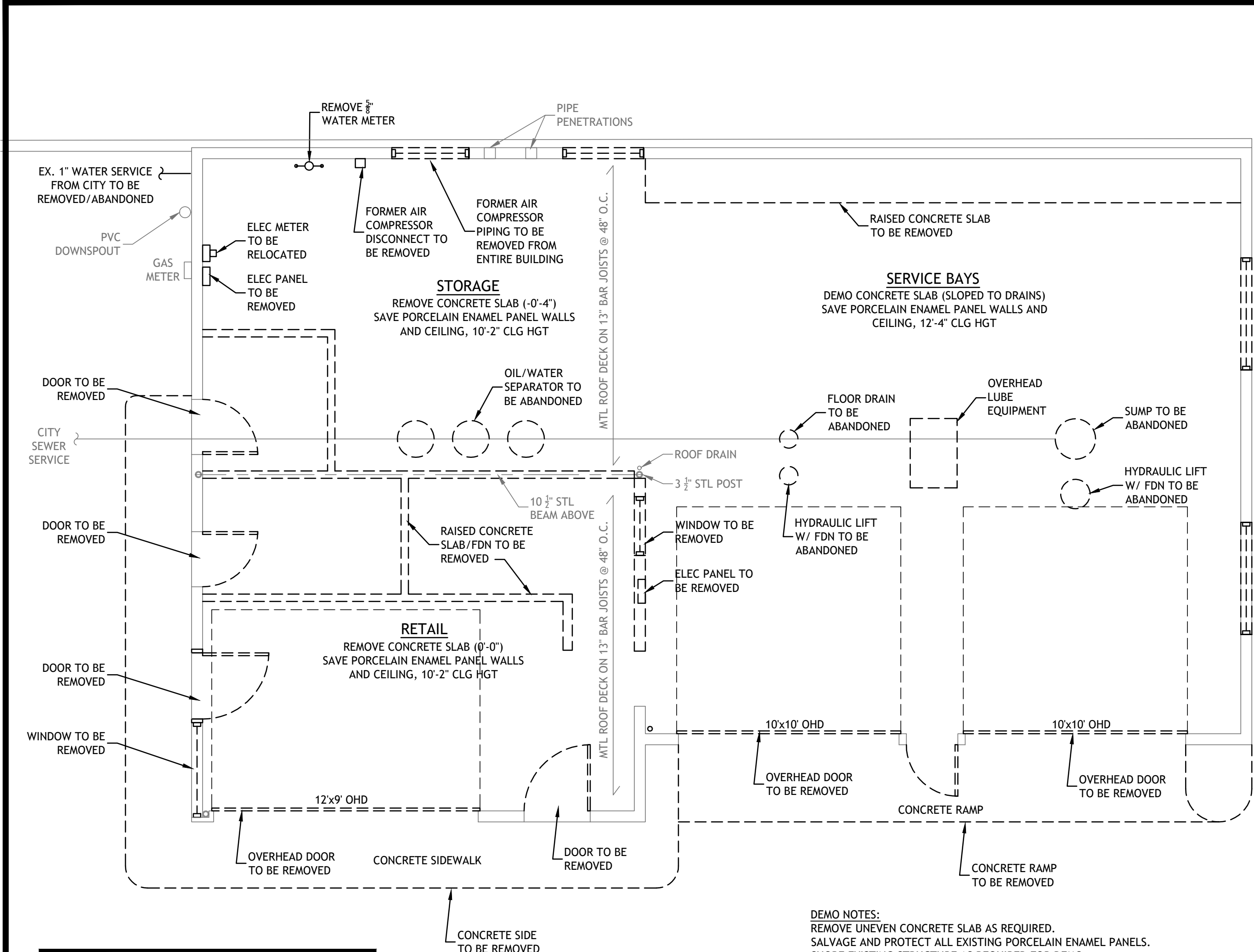
Checked By RL

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PROJECT NUMBER



GENERAL DEMOLITION NOTES

PROVIDE TEMPORARY BRACING AND SHORING WITH CONNECTIONS OF SUFFICIENT STRENGTH TO BEAR IMPOSED LOADS, TO PROTECT ALL PERSONS AND PROPERTY, AND TO ENSURE PROPER ALIGNMENT. COMPLY WITH ALL STATE, O.S.H.A. AND LOCAL CODES. THE CONTRACTOR SHALL ASSUME RESPONSIBILITY FOR PROVIDING ADEQUATE BRACING OF EXISTING WALLS DURING DEMOLITION AND ERECTION TO PREVENT DAMAGE DUE TO HIGH WINDS OR OTHER LATERAL LOADS AND CONSTRUCTION IMPACTS. CONTRACTOR SHALL ASSUME ALL RESPONSIBILITY FOR DAMAGE DUE TO HIS/HER FAILURE TO TAKE SUCH PRECAUTIONS.

FIELD VERIFY SCOPE OF WORK & EXISTING CONDITIONS CAREFULLY PRIOR TO COMMENCEMENT OF DEMOLITION WORK & NOTIFY ARCHITECT IF ANY DISCREPANCIES FOUND.

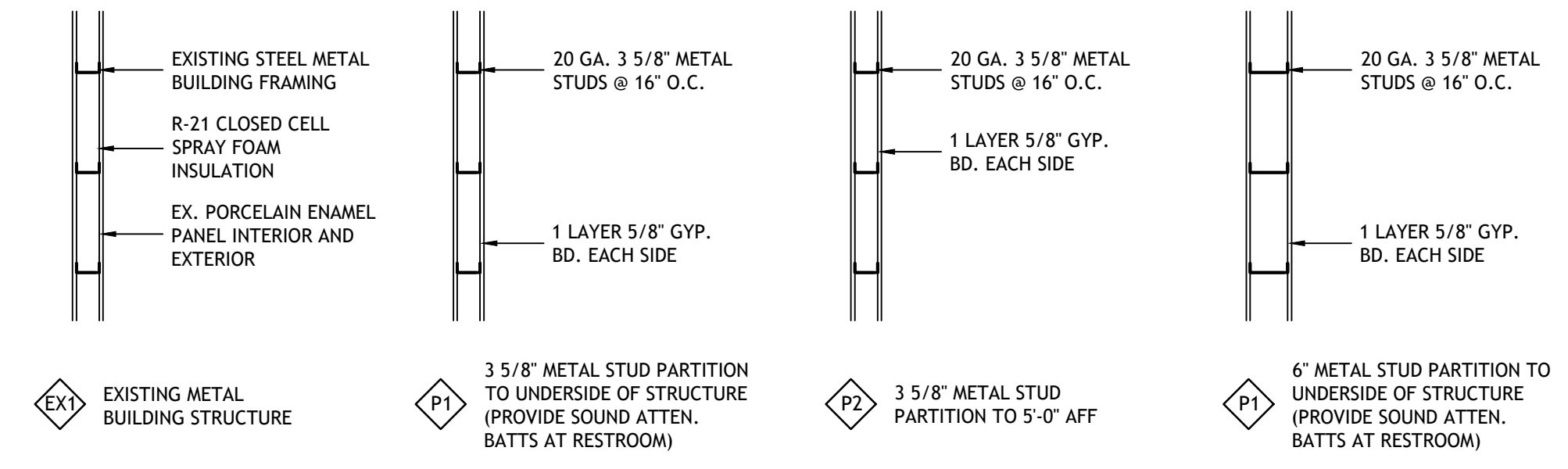
REROUTE/ PRESERVE ANY ELECTRICAL LINES, PIPING, ETC. WHEREVER NECESSARY IN ORDER TO REUSE FOR NEW MECHANICAL / ELECTRICAL EQUIPMENT - REFER TO MECHANICAL & ELECTRICAL DRAWINGS

ALL DEMOLITION WORK IS SHOWN IN BOLD DASHED LINE. TYPICAL FOR THIS SHEET.

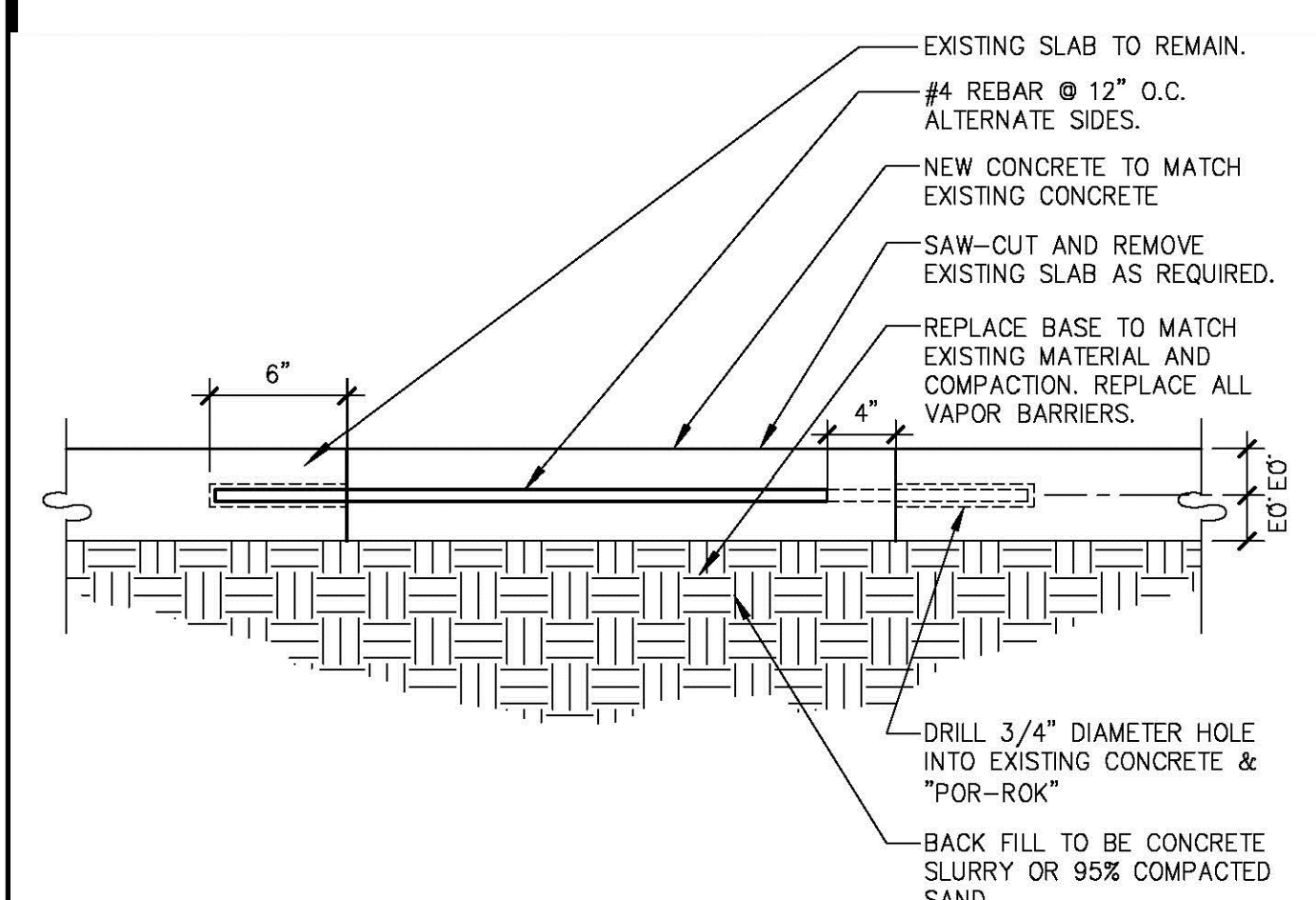
G.C. TO COORDINATE SCOPE OF DEMOLITION W/ PROPOSED WORK.

ALL CONSTRUCTION DESIGNATED TO REMAIN TO BE PROTECTED FROM DAMAGE

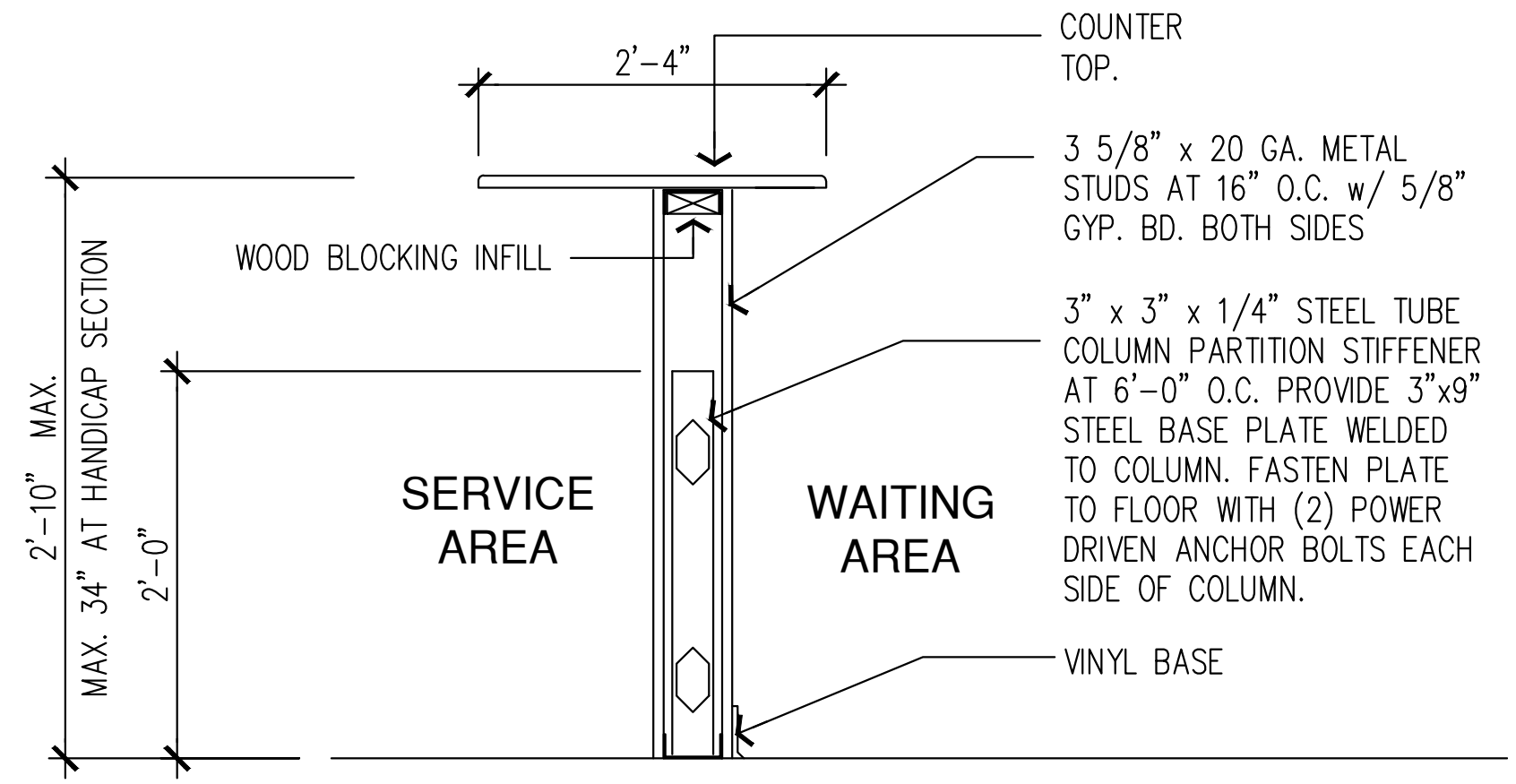
1 PROPOSED DEMO PLAN
SCALE 1/4" = 1'-0"



4 WALL TYPE
SCALE 1/2" = 1'-0"



3 SAWCUT CONCRETE REPAIR
SCALE 1 1/2" = 1'-0"



5 HANDICAP COUNTER SECTION
SCALE 3/4" = 1'-0"

ROOM FINISH SCHEDULE				
AREA	FLOOR	BASE	WALL	CEILING
DINING	CONCRETE	VINYL	PORCELAIN PANEL/GYP. BD	PORCELAIN PANEL
SERVICE AREA	CONCRETE	VINYL	FRP TO 6 FT/GYP BD	PORCELAIN PANEL
RESTROOM	CONCRETE	CT	CERAMIC TILE TO 6 FT GYP. BD ABOVE	PORCELAIN PANEL
BACK OF HOUSE	CONCRETE	VINYL	FRP TO 6 FT/GYP ABOVE	PORCELAIN PANEL

ROOM FINISH NOTES:
AT ALL WET AREAS: BASE TO BE COVE TYPE, WATERTIGHT UP TO 5" A.F.F.
WALLS, FLOOR AND CEILING SHALL BE EASILY CLEANABLE.

DOOR SCHEDULE						
DOOR NUMBER	DESCRIPTION	FRAME		DOOR		HARDWARE SET
		MATERIAL	FINISH	SIZE	REMARKS	
D1	EXTERIOR DOOR	HM	PAINT	3'-0"x7'-0"	WD MATCH EXISTING	1
D2	EXTERIOR DOOR	HM	PAINT	3'-0"x7'-0"	WD MATCH EXISTING	1
D3	RESTROOM DOOR	HM	PAINT	3'-0"x7'-0"	WD MATCH EXISTING	2
D4	RESTROOM DOOR	HM	PAINT	3'-0"x7'-0"	WD MATCH EXISTING	2
D5	SERVICE/BACK OF HOUSE DOOR	HM	PAINT	3'-0"x7'-0"	WD MATCH EXISTING	3

DOOR GENERAL NOTES

- REFER TO PROJECT SPECIFICATIONS FOR COMPLETE INFORMATION AND REQUIREMENTS.
- CONTRACTOR MUST VERIFY ALL ROUGH OPENING AND MASONRY DIMENSIONS WITH DOOR AND WINDOW MANUFACTURER PRIOR TO ORDERING, FABRICATING, OR INSTALLATION.
- CONTRACTOR MUST PROVIDE "B" LABEL DOORS WHERE NOTED, REFER TO PLANS.
- FINAL DOOR DESIGN, COLOR, AND HARDWARE TO BE APPROVED AND SIGNED OFF ON BY OWNER.
- MANUAL PUSH/PULL AT DOORS W/ CLOSERS TO BE NOT MORE THAN 5.0 (FIVE) LBS.
- SEE PLANS FOR MARK, LOCATIONS, AND SWINGS OF DOORS AS SHOWN.
- ALL DOOR GLAZING TO BE TEMPERED SAFETY GLASS.
- ALL INTERIOR DOORS TO BE PRE-HUNG U.N.O.
- ALL INTERIOR DOORS TO BE PRIMED AND PAINTED, U.N.O.
- ALL SAFETY / TEMPERED GLASS AND FIRE LABELED DOORS SHALL BEAR A PERMANENT MARKING, INDICATING THE MANUFACTURER & THE TYPE OF GLASS OR SHALL BEAR THE UL RESISTANCE LABEL

INTERIOR UNIT DOORS:

DOOR MATERIAL: SOLID CORE, SMOOTH FINISH; TO BE PAINTED

FRAME MATERIAL: WOOD - PINE; TO BE PAINTED

LATCH HARDWARE: "SCHLAGE", LEVER HANDLE

HARDWARE: SEE SCHEDULE

HARDWARE FINISH: BRUSHED CHROME

DOOR REMARKS

- PROVIDE HEAVY DUTY HINGES AND REINFORCED MULLIONS AS REQUIRED TO SUPPORT THE DOOR LEAF.
- DOOR OPENING DEVICE SHALL BE LEVER TYPE.
- KNURLED/TACTILE WARNING SURFACE SHALL BE SUPPLIED TO ALL LEVER HANDLE DOOR OPENING DEVICES WITH ACCESS TO HAZARDOUS AREAS.

DOOR HARDWARE:

DOOR CLOSERS: LCN 4110 SERIES PARALLEL ARM HANDICAPPED ACCESSIBLE CLOSER. PAINTED FIN.

DOOR LEVERS: "SCHLAGE" "D" SERIES OLYMPIAD HANDICAPPED ACCESSIBLE. SATIN CHROME FINISH

NOTE: SEE BUILDING STANDARD ADA HARDWARE

IN ACCORDANCE WITH SECTION 10-7.2.2.2-8 EVERY BATHROOM DOOR LOCK SHALL BE DESIGNED TO PERMIT OPENING OF THE LOCKED DOOR FROM THE OUTSIDE IN AN EMERGENCY. THE OPENING DEVICE SHALL BE READILY ACCESSIBLE TO THE STAFF.

ALL THRESHOLDS TO BE ALUMINUM IAC COMPLIANT DESIGN.

HARDWARE SUPPLIER TO REVIEW PLAN AND VERIFY REQUIREMENTS OF ALL SPECIFIED HARDWARE.

HARDWARE SET SCHEDULE	
SET 1	EXTERIOR ENTRY DOOR (HEAVY DUTY USE) CYLINDER LOCK W/ EXIT LEVER HANDLE PUSH AND PULL 1 1/2 PAIR BB BUTT HINGES (EACH LEAF) FLAT ALUMINUM THRESHOLD WEATHERSTRIPPING ALL SIDES DOOR BOTTOM SWEEP 1 CLOSER W/ BACKCHECK (MAX. 5 LB. PULL) 1 WALL OR FLOOR STOP (WHERE APPROPRIATE)
SET 2	TOILET DOOR 1-1/2 PAIR BB BUTT HINGES 1 CLOSER W/ BACKCHECK (MAX. 5 LB. PULL) 1 WALL OR FLOOR STOP (WHERE APPROPRIATE) LOCK W/ LEVER HANDLE
SET 3	PASSAGE DOOR 1-1/2 PAIR BB BUTT HINGES 1 WALL OR FLOOR STOP (WHERE APPROPRIATE) LEVER HANDLE

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A3

PROJECT NUMBER

Table 1—Motor Specifications (2000N)

Input voltage (VDC)	12
Load	
Static load (Fx) maximum	2000 (450 pounds)
Dynamic load (Fx) maximum	2000 (450 pounds)
Stroke length	custom
Current	
Current consumption, rated load (A)	45/22
Current consumption, stall/in-rush (A)	14/80
Speed, no load	5.8 mm/23 seconds
Speed, rated load	4 mm/16 seconds
Operation temperature limits	-13 to 167 degrees F (-25 to 75 degrees C)
Dual cycle, maximum	10%
Average life	10K cycles
Sound level	<45 dBA
Lead screw type	Acme
Protection class	IP67
Certificates	CE (EN60601-1) UL (UL60601-1)

Sizes/Dimensions

The finished size of an Arcadia Pivot system is always custom. These are component sizes.

Louver Lengths (in inches)

- 89
- 113
- 137

Posts (in inches)

- $4 \times 4 \times \frac{1}{8}$
- $4 \times 4 \times \frac{1}{4}$
- $6 \times 6 \times \frac{1}{8}$
- $6 \times 6 \times \frac{1}{4}$
- $8 \times 8 \times \frac{1}{4}$

Post Bases and Post Base Bracket (in inches)

- 4×4
- 6×6
- 8×8
- 6×6 (post base bracket)

Beams (in inches)

- $2 \times 8 \times \frac{1}{8}$
- $2 \times 10 \times \frac{1}{8}$

Post-to-Beam Connectors (in inches)

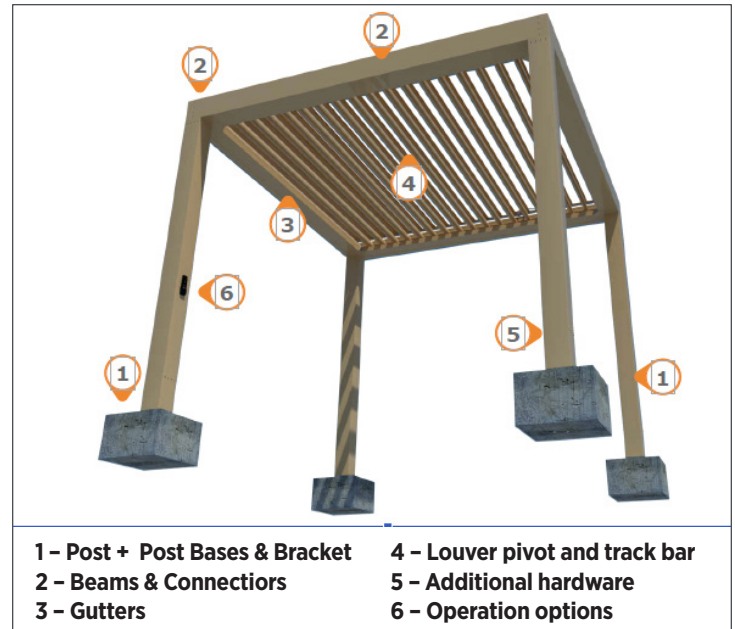
- 4×4
- 6×6
- 8×8
- Beam corner connector
- U-channel connector

Motor Specifications

See Table 1.

Options/Accessories

- Ceiling fans
- Accent lighting
- Custom colors
- Wood/faux cladding
- Custom columns
- Cornice style facade
- Pergola cuts/corbel ends
- Motorized solar screens



- Outdoor curtains
- Outdoor heating and cooling
- Manual operation
- Smartphone app

System Information

Complete system brochure available [here](#).

4. Technical Data

Applicable Standards

American Architectural Manufacturers Association (AAMA)

- **AAMA 2604** Voluntary Specification, Performance Requirements and Test Procedures for High Performance Organic Coatings on Aluminum Extrusions and Panels (with Coil Coating Appendix)

ASTM International

- **ASTM B117** Standard Practice for Operating Salt Spray (Fog) Apparatus
- **ASTM E84** Standard Test Method for Surface Burning Characteristics of Building Materials
- **ASTM D522** Standard Test Methods for Mandrel Bend Test of Attached Organic Coatings
- **ASTM D523** Standard Test Method for Specular Gloss
- **ASTM D968** Standard Test Methods for Abrasion Resistance of Organic Coatings by Falling Abrasive
- **ASTM D2247** Standard Practice for Testing Water Resistance of Coatings in 100% Relative Humidity
- **ASTM D2794** Standard Test Method for Resistance of Organic Coatings to the Effects of Rapid Deformation (Impact)
- **ASTM D3359** Standard Test Methods for Rating Adhesion by Tape Test
- **ASTM D3363** Standard Test Method for Film Hardness by Pencil Test



1. Product Name

- Arcadia™ Pivot

2. Manufacturer

Arcadia Building Products, Inc.
154 Ethan Allen Drive
Dahlonega, GA 30533
Phone: 800-303-5248
678-208-6762
Fax: 678-208-6764
E-mail: info@arcadiabp.com
Web: www.arcadiabp.com

3. Product Description

Basic Use

The Arcadia Pivot is a unique exterior sun/shade shelter/structure with operable louvers that pivot with a full 170-degree range of motion in place of a roof or rafters.

The Arcadia Pivot adjusts to maximize the comfort and use of any outdoor space. By adjusting the louvers, the user can let sunlight into the space below or keep sunlight out for complete shade. With the benefits of sky views and ventilation, the Arcadia Pivot provides protection from direct, unbroken sunlight.

The original Arcadia System has been improved and perfected since its inception in 2011. Its award-winning pivot design gives a full 170-degree range of motion to provide a cool oasis and protection from the elements. Now available with a slide design that allows full sky view and Arcadia's iLouver technology.

With the iLouver smart phone app, the Arcadia structure can be controlled from the palm of your hand and the Pivot can intuitively control the effects of the weather.

Composition and Materials

Extruded aluminum, 6063-T6 and 6061-T6 and stainless steel 304 alloy components, screws and bolts.

Features and Benefits

- Made in America
- Smart motor technology
- A full 170 degrees of motion
- Rain and wind programmability
- Patented interlocking louver design
- App-driven iLouver operating system
- Protection from UV exposure and other weather elements
- Arcadia Care maintenance and cleaning program available



- Fully extruded aluminum components are lightweight, strong, non-corrosive, resilient, reflective, non-combustible, recyclable, and accept finishes
- 360 degree integrated gutter system with interlocking louvers that channel water into a fully-extruded five-inch gutter system that encompasses the entire perimeter of each zone, providing more efficient water management with gutters closed
- Allows maximum light into a space with the louvers fully opened; minimizes resistance and uplift in high winds
- Arcadia's Premium Powder Coating Process is PPG's Envirocrown® and Envirocrown® powder coatings that are aesthetically pleasing, produce a durable uniform finish and can be custom formulated for a range of finishes, including Arcadia's matte finish; PPG's Ultradurable Polyester Powder Coatings provide a combination of good physical and chemical resistance properties with excellent resistance to outdoor weathering
 - VOCs are essentially zero
 - Good chemical resistance
 - Excellent Exterior durability
 - Available in a wide range of colors and finishes
 - Specifically formulated to meet the requirements of AAMA 2604

Colors

Standard colors:

- White
- Beige
- Bronze
- Adobe

Custom solid and woodgrain RAL colors available.



- **ASTM D4214A** Standard Test Methods for Evaluating the Degree of Chalking of Exterior Paint Films

C-UL

- **Bluetooth CE (CAN ICES-3 (B)/NMB-3(B))**

International Electrotechnical Commission (IEC)E

- **IP67, CE (EN 60601-1)**

UL International

- **UL (UL60601-1)**

Approvals

- **FCC: WLL report # 14118-01 Rev 0** (Arcadia Smart Device Control)
- **Miami-Dade County, Florida, Notice of Acceptance**
- **US Army Corps of Engineers (USACE)**

Environmental Considerations

This product may contribute to LEED® points.

5. Installation

Weather/ambient considerations

Above freezing, dry, safe working environment. Verify that site conditions are acceptable for installation. Do not proceed with installation until unacceptable conditions are corrected.

Please consult with the manufacturer for complete installation information and instructions.

6. Availability and Cost

Please contact manufacturer for availability and pricing.

7. Warranty

Arcadia offers a limited lifetime warranty. Arcadia Building Products, Inc. extends a transferable limited warranty to the structural components and moveable accessories of our products.

Arcadia warrants our products for the lifetime of each product against manufacturer's defects in materials.

Electrical components and drive motor: five years.

Manual operator: ten years.

Structural components: 15 years.

8. Maintenance

Arcadia Louvered Roof Systems are easy to maintain. Generally, normal rainfall is sufficient to keep its appearance clean. If cleaning is required, we recommend the following steps. Attention should be given to areas under eaves, porches, awnings, and other overhangs that have limited exposure to the natural cleansing effect of rainfall.

Moderate Dirt

An occasional washing with clear water using a garden hose and soft-bristled brush is recommended, such as a long handled, car-washing brush is ideal for this purpose.

Heavier Dirt Accumulation

Wash in the manner indicated above, but use the following solution:

- 1/3 cup detergent (e.g. Tide®)
- 2/3 cup trisodium phosphate powder (TSP)
- 1 gallon of water

Mildew Accumulation

Mildew can collect on surfaces of all types of building products and is often evident on surfaces that have not been properly maintained. Normally, mildew will appear as black spots. Mildew is easy to remove by using the following cleaning solution:

- 1/3 cup detergent (e.g. Tide)
- 2/3 cup trisodium phosphate powder (TSP)
- 1 quart sodium hypochloride 5% solution (e.g. Clorox®)
- 3 quarts water

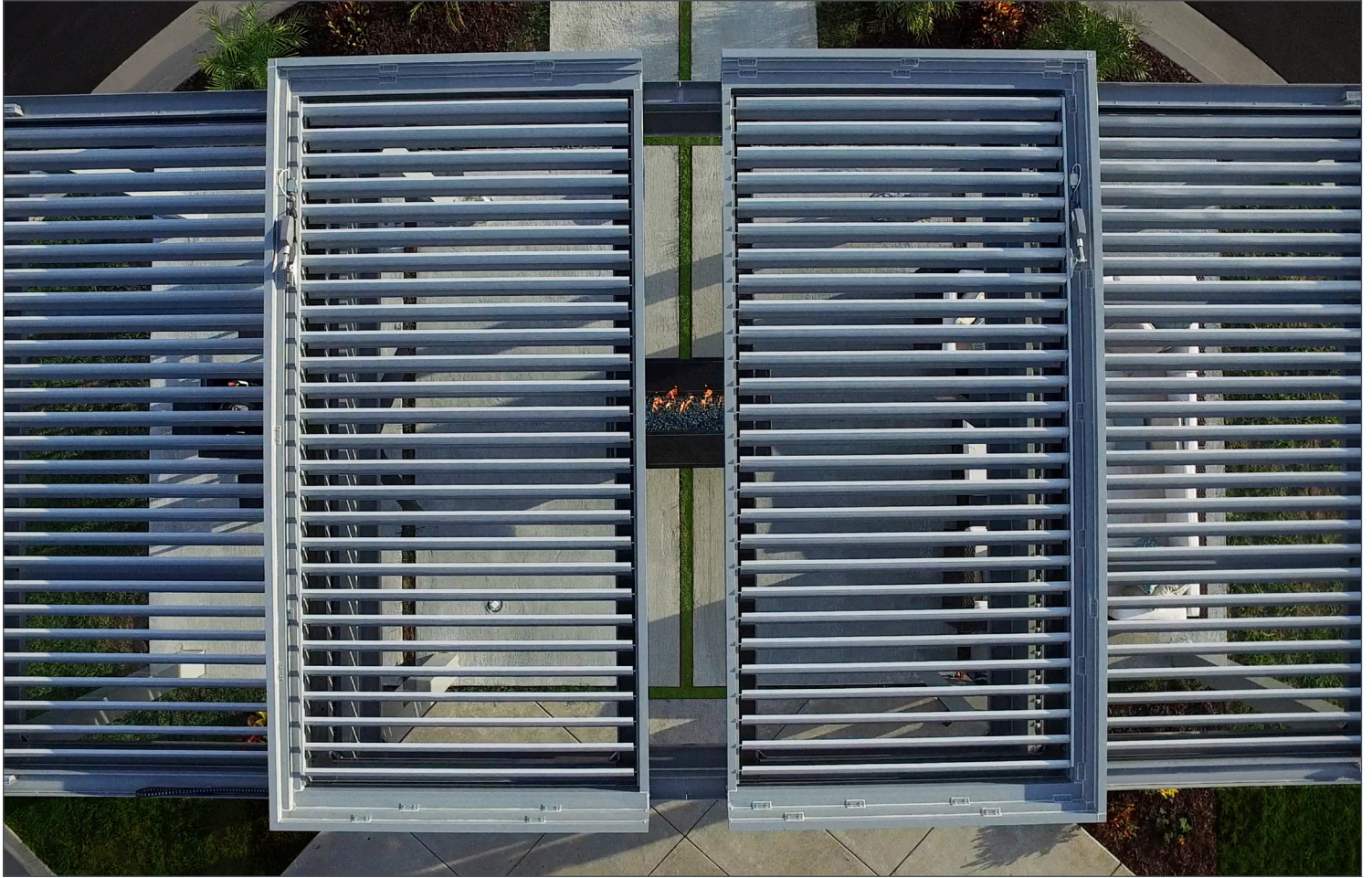
Environmental Black Streaking

Black streaking can also collect on the surface of a structure. Black streaking can be removed by using Gutter Zap 4, which can be purchased from the dealer that installed your unit.

Caulking Compounds, Tar, etc.

Use mineral spirits in reasonable amounts, apply directly to foreign substance. Rinse the area thoroughly with water immediately after cleaning.





Arcadia Care Preventative Maintenance Program

By joining the Arcadia Care Preventative Maintenance Program you will receive standard coverage offered by the general Arcadia Product Warranty as well as the following add-ons.

- Testing of moving parts
- General wear and tear checked
- Comprehensive cleaning of louvered roof
- System gutter cleaning

Please contact your dealer that installed your system for more details and pricing. (Not all Authorized Arcadia Dealers participate in Arcadia Care, please check with you local dealer).

9. Technical Services

Arcadia Academy: full Installation training available at corporate training facilities. Free technical support via phone. Renderings, shop drawings and engineering available. Fees apply.

10. Filing Systems

- ConstructConnect
- Additional product information is available from the manufacturer upon request ↪



Star-Tech Glass, Inc.

1835 N. Major Ave.
Chicago, IL 60639-4117
Phone: 773.745.0800
Fax: 773.745.0889



Proposal

DATE	8/30/2022
PROPOSAL #	17452

NAME / ADDRESS

Tala Coffee Roasters
Ryan Hickman
93 Green Bay Rd
Winnetka IL 60093

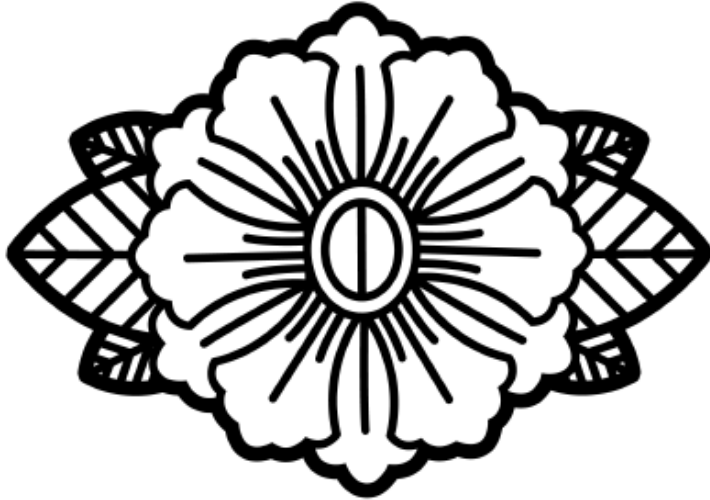
TERMS	REP	PROJECT	
50%dep/bal COD	BP		
QTY	DESCRIPTION	RATE	TOTAL
	2" x 4-1/2" Black or clear anodized aluminum storefront framing with head receptor and sill flashing into punched openings consisting of: West Elevation Restroom - Stationary window approx: 32" x 87" glazed with 1" o.a frosted insulated tempered glass panel Dining area - Stationary window approx: 32" x 87" , Stationary window split into sections approx: 89" x 102", all glazed with 1" o.a clear insulated tempered glass. South Elevation One standard 3'0" x 7'0" medium stile door glazed with 1" o.a clear tempered insulated glass. Opening size approx: 277" x 118." Stationary windows split into sections per customer's sketch (approx: 49" x 18"), Star Tech Glass will use 4-1/2" x 4-1/2" mullions. Center section without dividers and one standard 3'0" x 7'0" medium stile door with transom frame above. Opening size approx: 137" x 104." Stationary windows split into sections per customer's sketch (approx: 49"x 18") , Star Tech Glass will use 4-1/2" x 4-1/2" mullions. All glazed with 1" o.a clear insulated glass tempered where required. East Elevation Two stationary window approx: 61" x 64" glazed with 1" o.a clear annealed insulated glass . North Elevation Two stationary windows, one approx: 44" x 33" and one approx: 44" x 45", each glazed with 1" o.a clear annealed insulated glass. Each door to have hardware package included: 1" diameter push/pull handle, butt hinges, closer, bottom door sweep, threshold, lock/keyed with the cylinder.	35,104.00	35,104.00T

SEE TERMS ABOVE

Acceptance of Proposal: The above prices, specifications and conditions are accepted. You are authorized to do the work as specified. This proposal may be withdrawn by us if not accepted within 15 days. Custom orders are non-refundable nor returnable. For your convenience, we now accept most major credit cards. I agree to pay above amount according to card issuer agreement. All returned material is subject to a 25% re-stocking charge. Only products in new and unused condition will be accepted. Custom orders are non-refundable nor returnable.

CC# _____ Exp. Date _____	Subtotal	\$35,104.00
Name on Card (if different): _____	Sales Tax (5.125%)	\$1,799.08
Billing Address (if different): _____ Zip Code: _____	Total	\$36,903.08
Signature of acceptance of proposal and attached notes. _____ Date _____		

Attachment 2
Site Improvements



93 GREEN BAY ROAD SITE IMPROVEMENTS

The Village of Winnetka and Tala Coffee Roasters

EXISTING SITE CONDITIONS



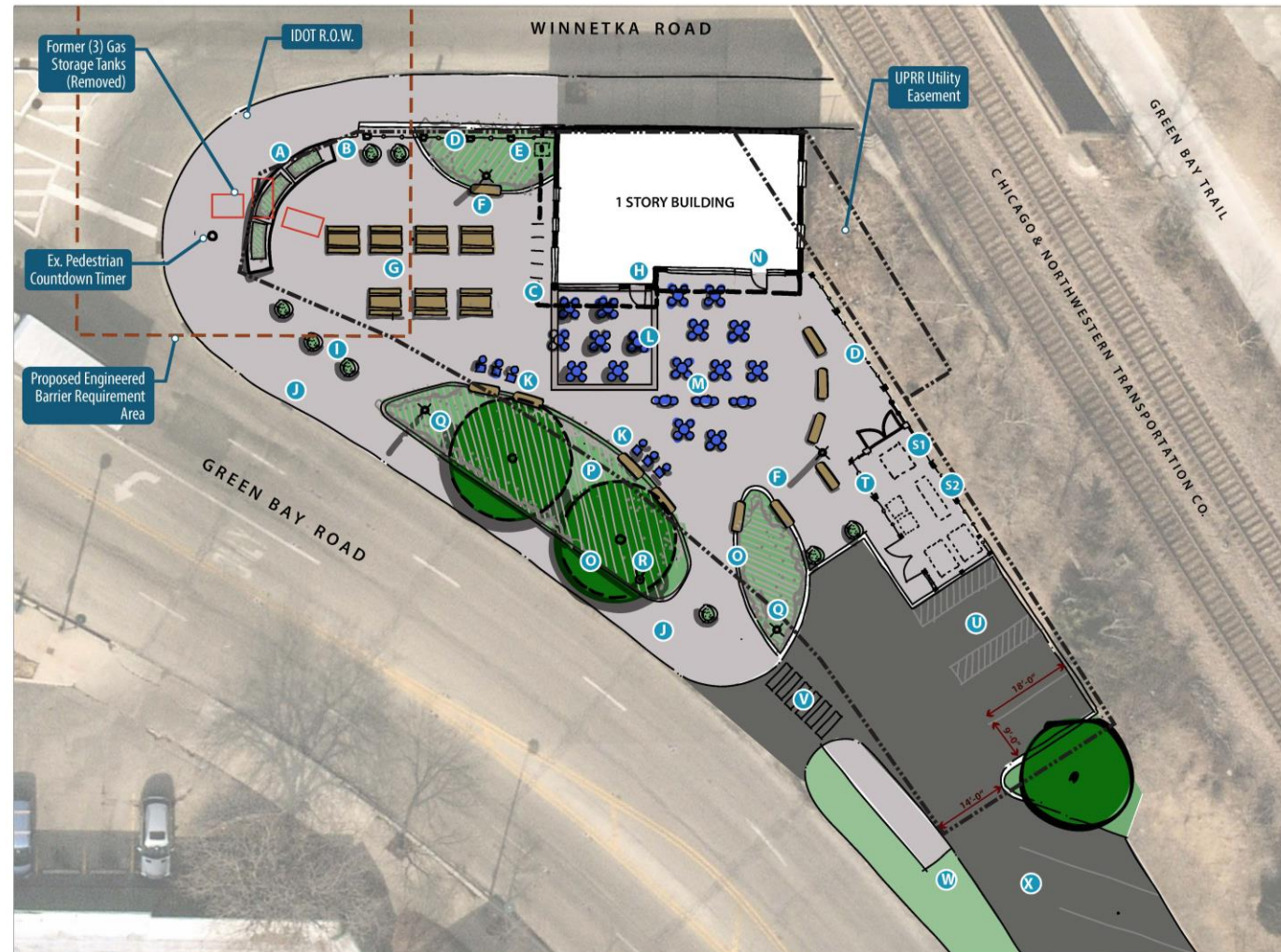
EXISTING SITE CONDITIONS



EXISTING SITE CONDITIONS



PROPOSED SITE IMPROVEMENTS



Legend

- A** Precast Concrete Planter
(3) 10' Lg x 4' Wd Segments
- B** Access From Winnetka Road Sidewalk (Step)
- C** Village Standard Bike Racks
- D** Decorative Fence
- E** Air Conditioner
- F** Limestone Seating Boulders
(11) 6' Lg x 2' Wd
- G** Picnic Table Seating
- H** Secondary Building Entrance
- I** Movable Planters, Village Standard
- J** Scored Concrete
- K** Table/Chairs along Seating Boulders
- L** Pergola attached to Building
- M** Movable Tables and Chairs (2-tops/4-tops)
- N** Primary Building Entrance
- O** 6" Planter Curb
- P** Perennials/Shrubs
- Q** Village Standard Pedestrian Light
- R** New Fire Hydrant
- S** S1. New Transformer (4'-0" x 4'-0")
S2. New Lighting Controller (2'-6" x 6'-8")
- T** Trash Enclosure (To Match Fence)
- U** (2) Parking Spaces (+1) HC Space
Event Food Truck Parking
- V** Marked Crosswalk
- W** Close Existing Entrance
(Extend Parkway North to New Entrance)
- X** Realigned Parking for Customers
(3) Spaces at 93 Green Bay Road Site
(13) Spaces at Village Lot at south

(16) Total Parking Spaces

Village of Winnetka, Illinois

93 Green Bay Road Redevelopment

Preferred Concept Plan



Aug 2022

PROPOSED SITE PLAN



PRECAST CONCRETE PLANTERS

Quantity: (3) 10' long curved segments set on concrete

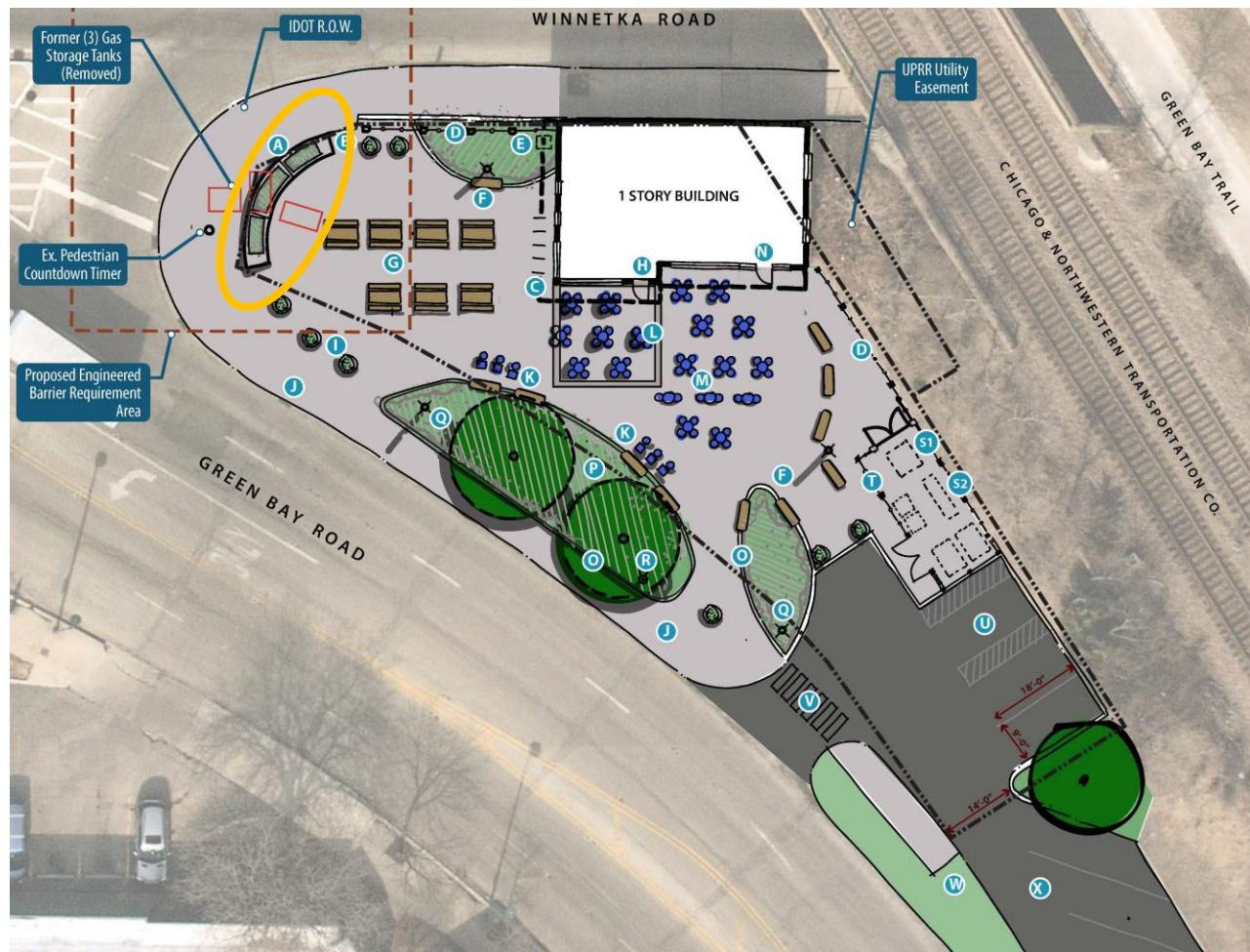
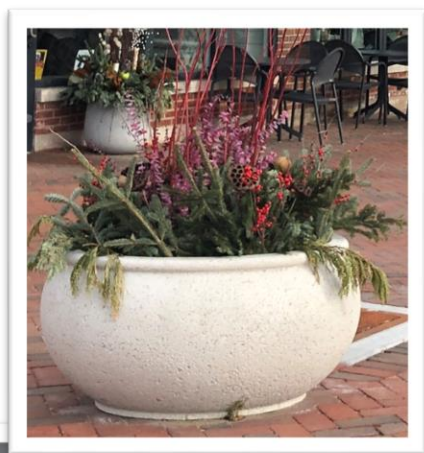
Dimensions: 10' L x 4' W x 2' H

Color: Match Village standard precast concrete planters

Design: Along top of planter integrate custom reveal features from railroad bridge

Signage: None

Supplier: Wausau, or approved equal

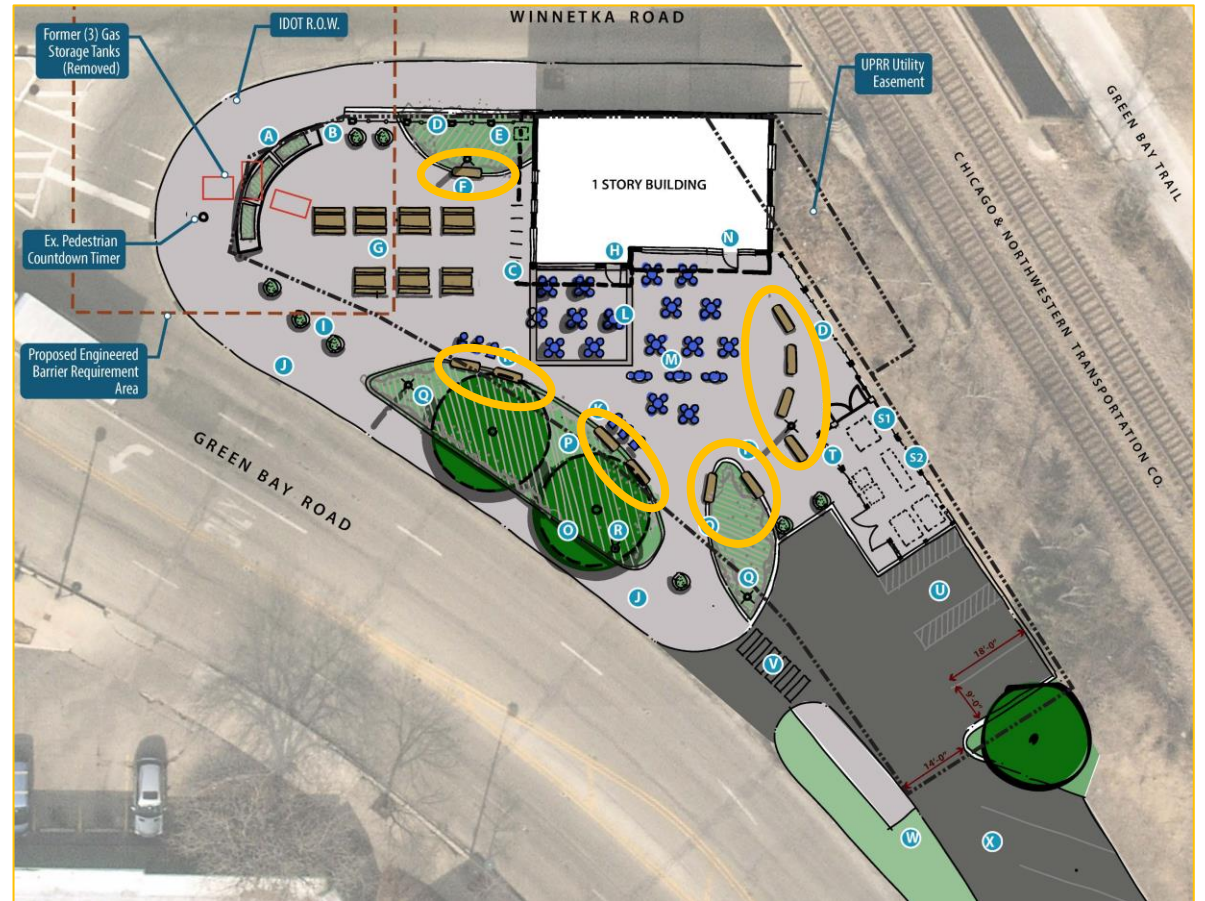


SEATING BOULDERS

Size: 6' long x 2' deep x 18" height

Color: Grey/buff

Supplier: Eden Stone, or approved equal



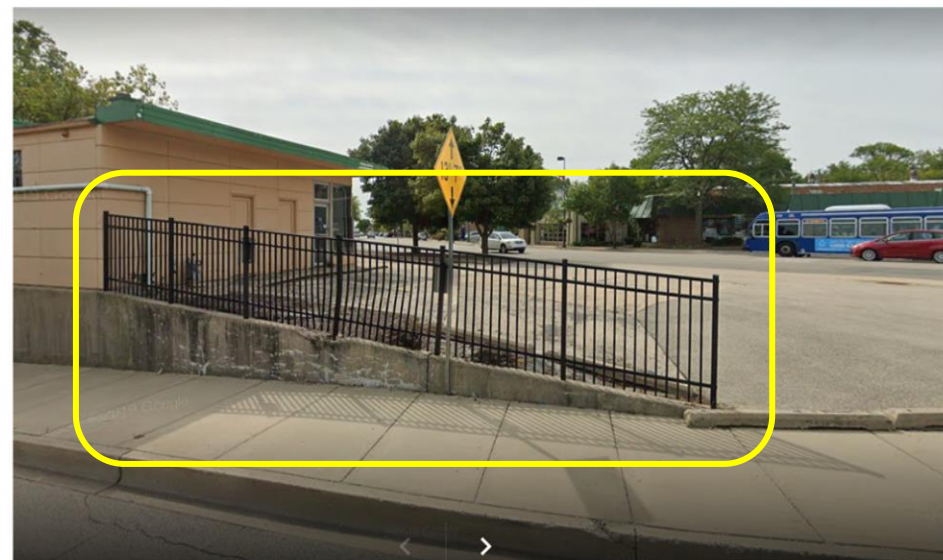
FENCE – WINNETKA AVENUE

Design: Integrate bridge rail features, metal posts with top rail & vertical pickets

Material & Color: Aluminum or steel; architectural bronze (need color details)

Dimensions: 3'-6" height

Supplier: Peerless Fence, or approved equal



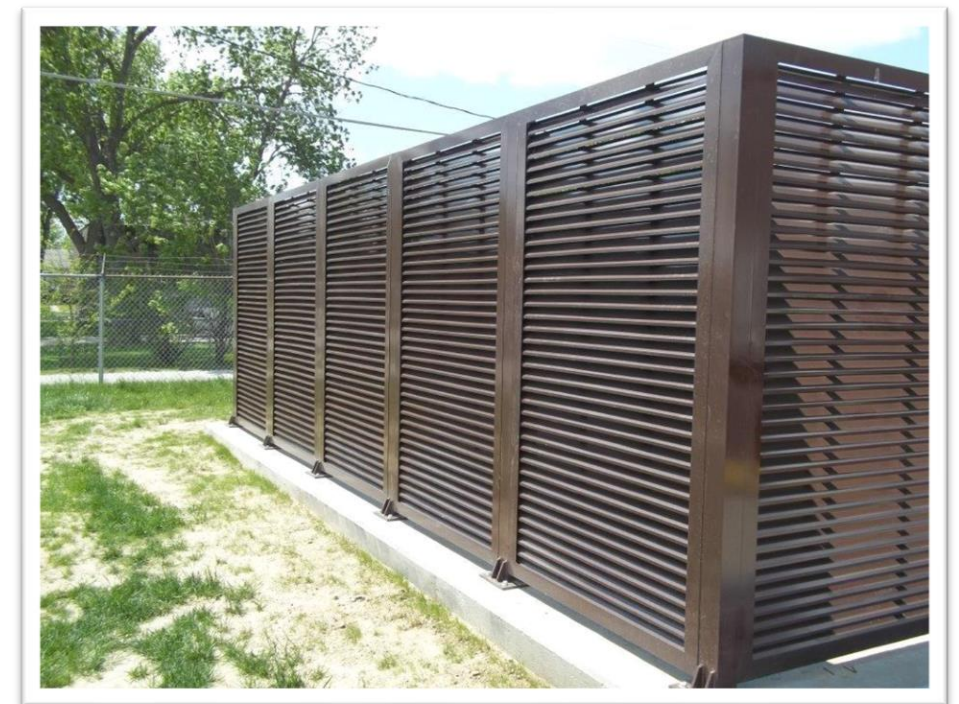
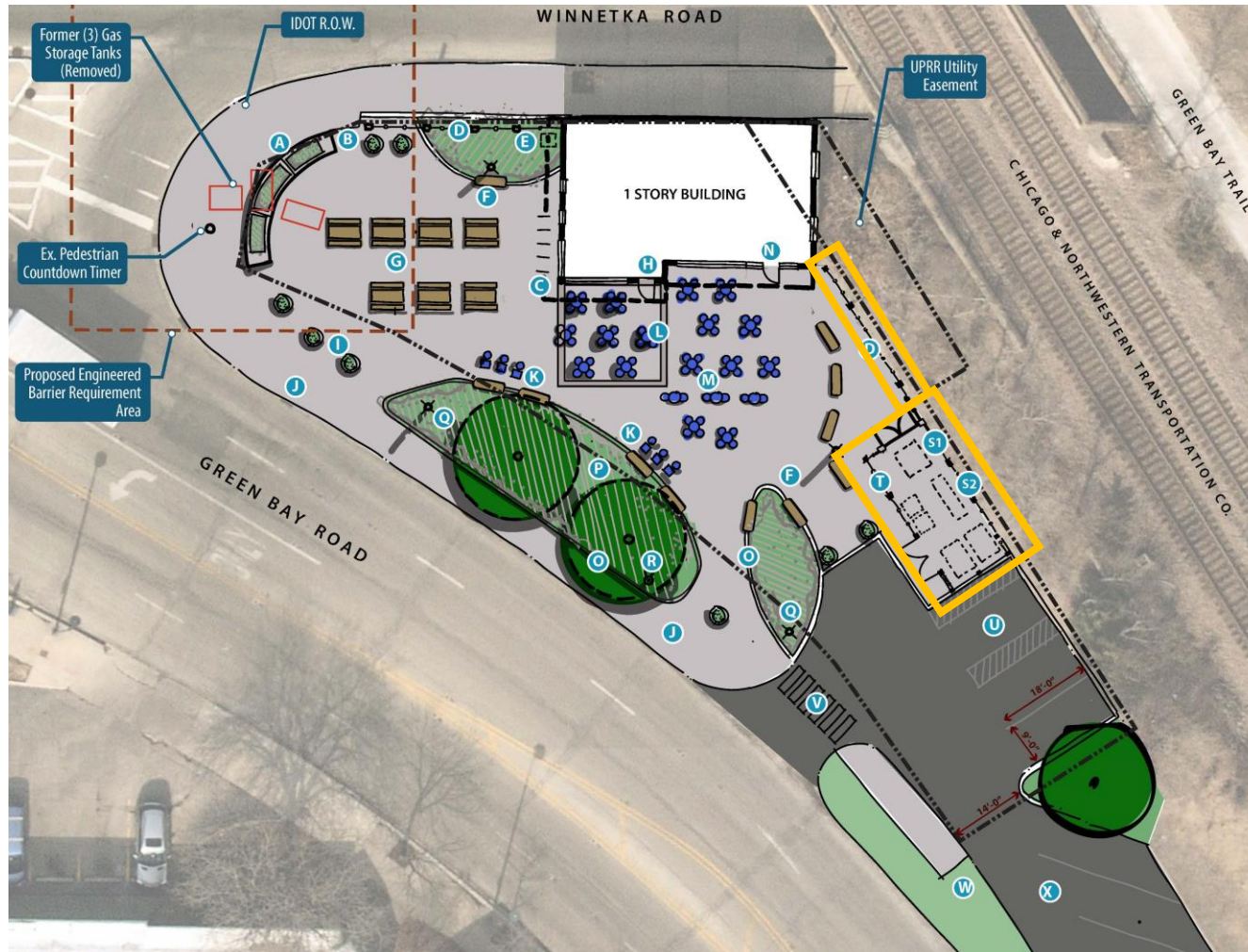
TRASH + UTILITY ENCLOSURE; EAST PROPERTY LINE SCREENING

Design: Metal posts and horizontal louvers

Dimensions: 6' H

Material & color: Steel posts with aluminum panels; architectural bronze

Supplier: Peerless Fence, or approved equal

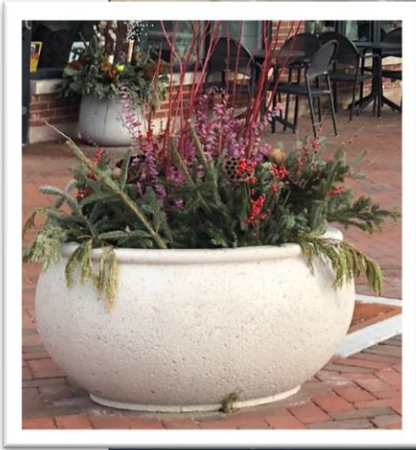
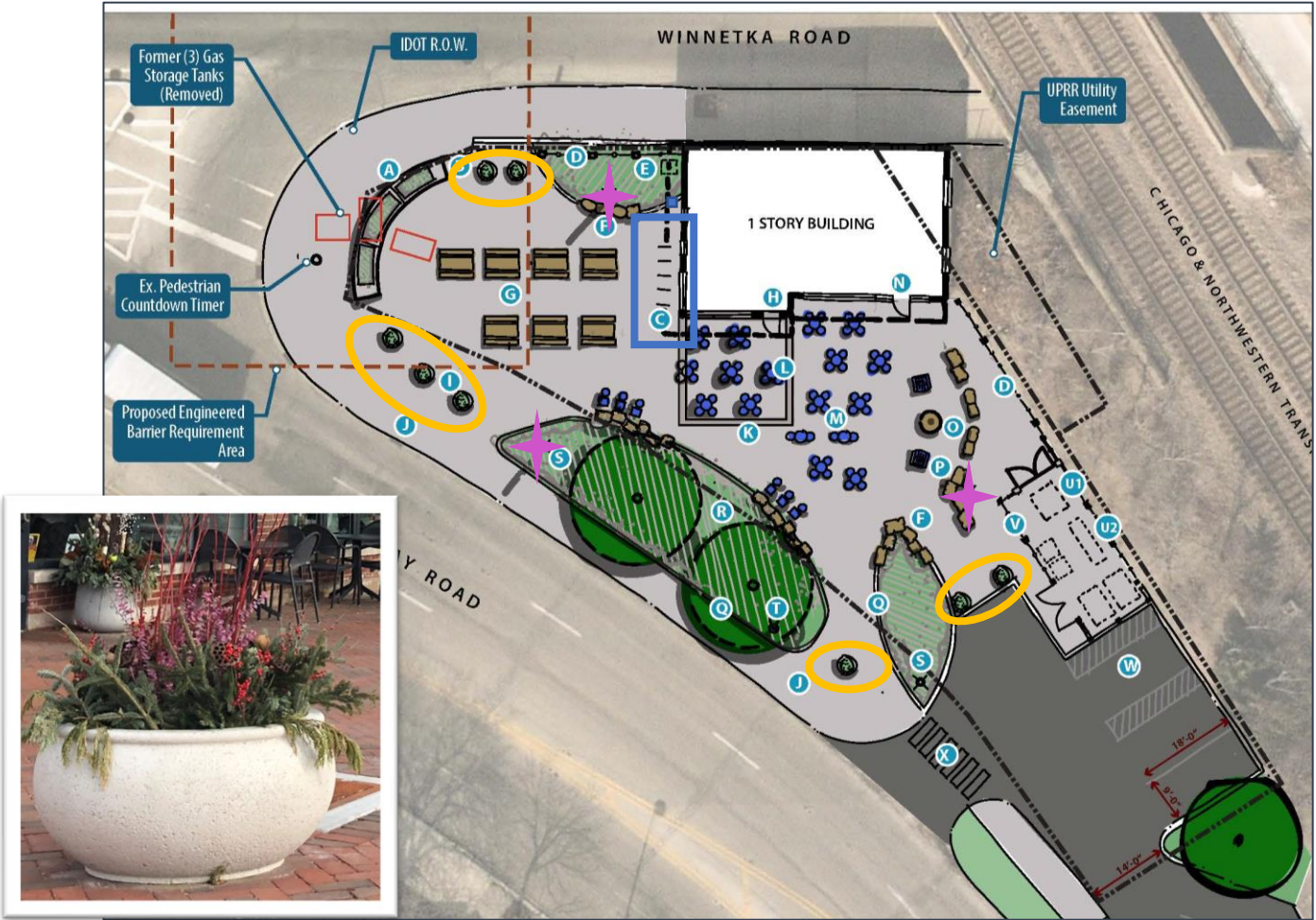


TRASH + UTILITY ENCLOSURE; EAST PROPERTY LINE SCREENING



Approximate
Location of
Enclosure

PEDESTRIAN LIGHT FIXTURE, PLANTER POTS, & BIKE RACKS



Village Parking Lot Reconfiguration

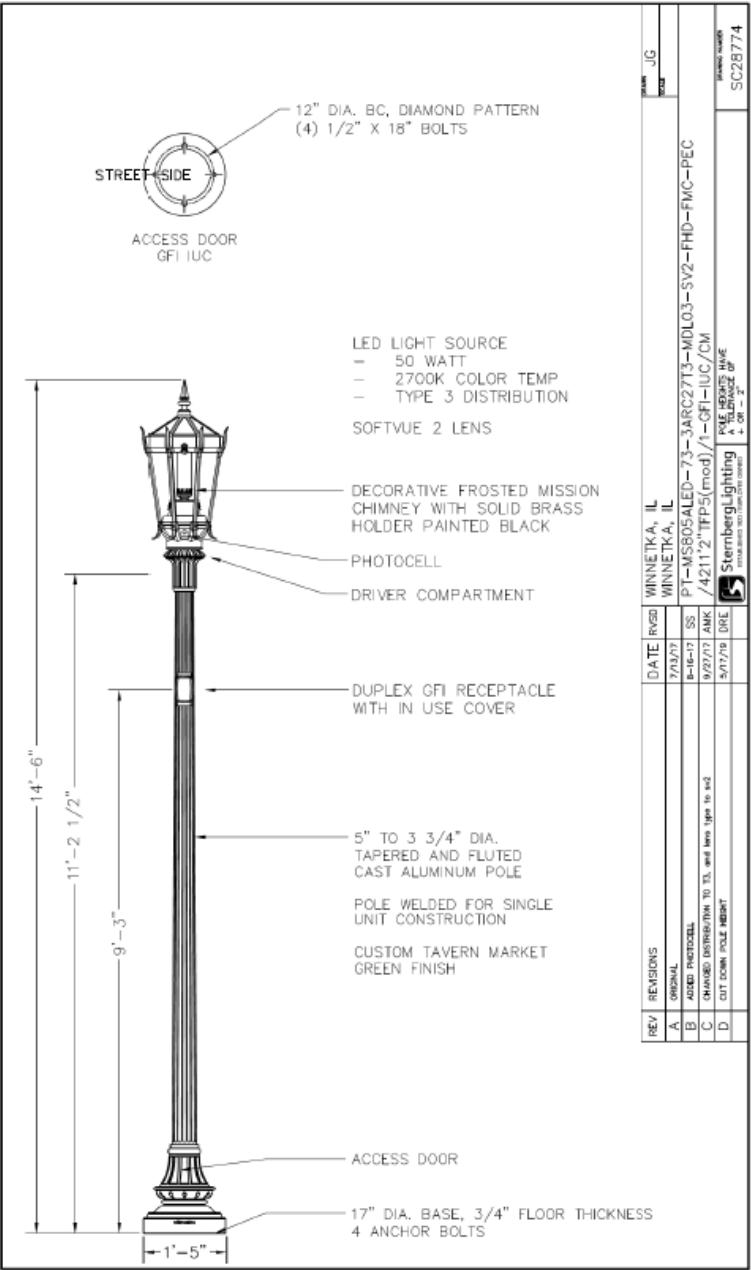
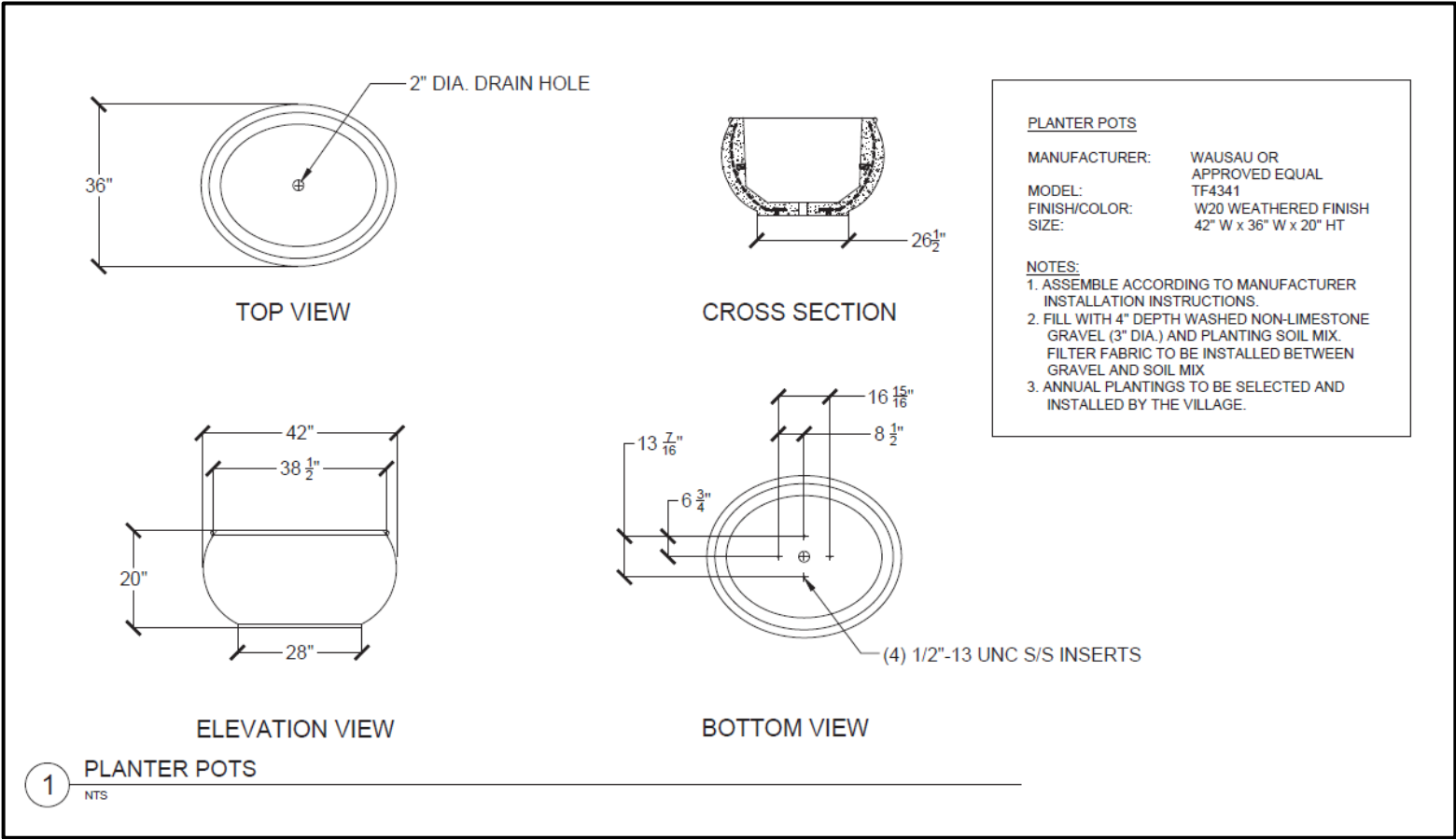


Village Hall Parking Lot Reconfiguration

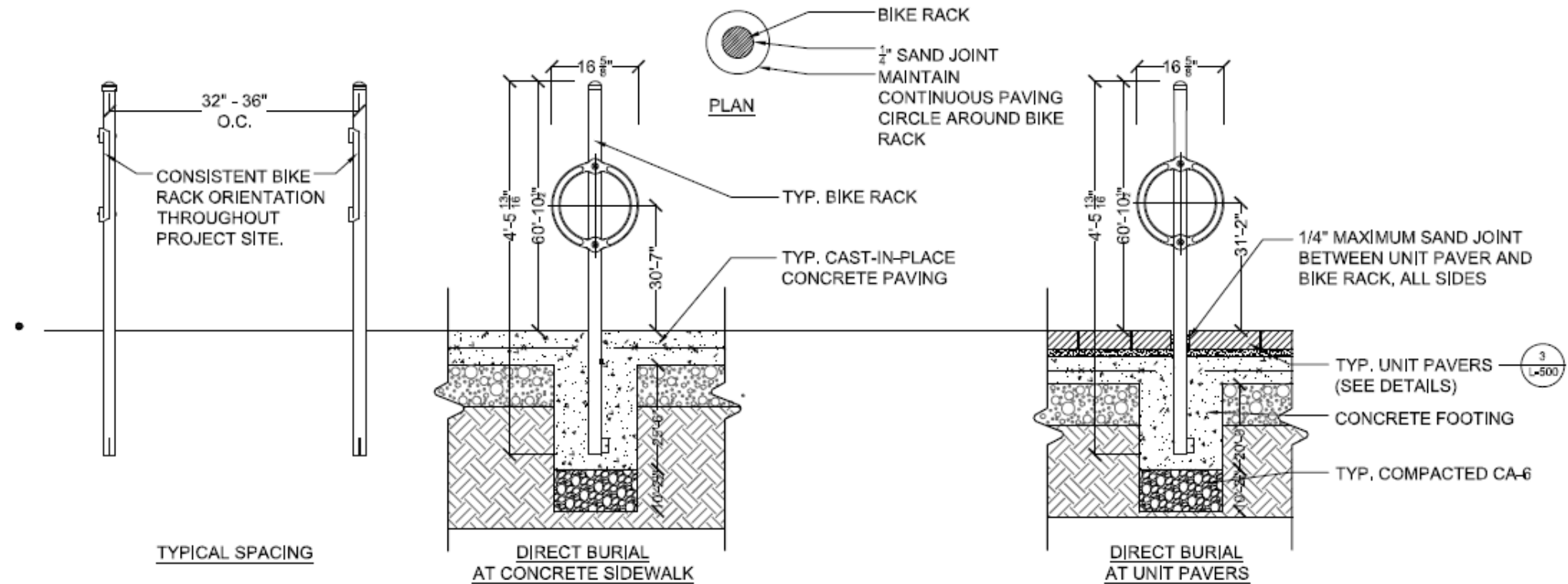


Specifications

Pedestrian Light Fixture & Planter Pot



Bike Racks



Introduction

For over thirty years, Winnetka has had a review board that examines proposed designs for commercial, multiple-family, mixed use and institutional (including both public and quasi-public) building projects. In recent years, this has been called the Design Review Board (DRB), whose seven members are appointed by the Village Council.

The Village of Winnetka seeks to maintain the high quality of its business districts' built environment, with development that is attractive and consistent with a pedestrian-oriented town center character. Whether a proposed project is for new development or an improvement to an existing building or landscape, it is important that each proposal enhances the contextual character of its surroundings and contributes positively to the goals of the community.

The Comprehensive Plan for the Village of Winnetka, *Winnetka 2020*, recognizes that the DRB, residents, developers and architects will all benefit from guidelines that encourage high-quality design that is sympathetic to its surroundings.

The following guidelines for site and building design are suggestive only and are not intended to supplement or supercede the Village's Codes or Ordinances nor do they represent a master plan for any immediate development project.

Village Character

East/West Elm Street District

The East/West Elm Street Business District known locally as "Winnetka" is the Village's main commercial district. The District conveys a strong image throughout the unified composition of the existing streetscape, landscape, land-use transitions and architecture. Visually and symbolically this district, bisected by Green Bay Road and the Union Pacific Train Line, is the heart of Winnetka's business and civic community.

The District's landscaping and harmonious land use transitions, anchored by Station Park at the intersection of Green Bay Road and Elm Street, help create a district edge and gateway. Neighborhood service and destination stores along with most of the Village's civic facilities are located here. One of the defining landmarks of this district is the open axis created by Chestnut Court west of Village Hall.



Figure 1



Figure 2

The pedestrian-oriented feel of the district is created in a variety of ways. First, the buildings have significant architectural consistency and scale that create an inviting outdoor “room” for pedestrians. Storefronts contain large retail windows and attractive displays, which encourage strolling and window shopping. Sidewalks provide ample room for pedestrian flow and streetscape features including furniture and landscaping. (See figures 1,2,3)

Parking is located in several public parking lots and on the street. Loading, servicing and additional parking generally occur in rear alley locations.



Figure 3

Hubbard Woods

The Hubbard Woods Business District is a linear business district built on both sides of a regional arterial roadway, Green Bay Road. It has a smaller building scale than the East/West Elm Street District, giving it a more intimate feel despite heavier traffic conditions. As with the Elm Street District, the Hubbard Woods District has a pedestrian-oriented, neighborhood retail character. The buildings exhibit architectural consistency, scale and storefront displays that encourage strolling and window shopping. A significant number of multiple-family residential units are located on the upper floors of the retail stores. (See figures 4,5,6)

In general, parking is provided on the streets, in alleys behind buildings and in small public lots including a two-level parking structure adjacent to the railroad tracks. Loading and servicing occur in rear alley locations.

Hubbard Woods Park and its Gazebo are actively used and provide a major Village gathering area.



Figure 4



Figure 5



Figure 6

- d. **Dutch Colonial.** Dutch Colonial shares some common elements with English Tudor most notably the roofline. Most colonial buildings range from 1 ½ to 2 stories and have a steeply pitch roof with a gable or dormer interrupting the roofline. Dutch Colonial buildings are usually constructed of brick with simple abstract detailing. (See figure 18)

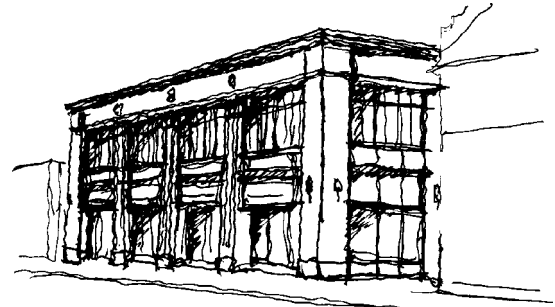


Figure 17 Art Deco

- e. **Contemporary.** Contemporary architectural styles include buildings that were built within the past forty years and vary greatly in design, materials and detailing. They range in height from 2-½ to 4 stories. Many have not reflected Winnetka's character in terms of scale or design. The more recent contemporary buildings incorporate historic elements into facade articulation. (See figure 19)



Figure 18 Dutch Colonial

V. Building Mass

Massing of a building should acknowledge the size of adjacent structures. Any changes in massing should relate to the primary and secondary building facades, the structural bay rhythms and the hierarchy of the use of the building. Massing of additions should respect the existing building volumes and contribute to the identity and hierarchy of the original building.



Figure 19 Contemporary

- a. **Setbacks:** Setbacks are defined as the relationship of the facade to the property line. Upper level setbacks on the primary and secondary street fronts are not allowed except as indicated below.

Commercial and Mixed Use: A continuous “streetwall” along primary commercial thoroughfares should be provided and building facades should be located to create this uniform setback. While commercial zoning standards provide for front setbacks of up to 3 feet, new developments should align with adjacent buildings along the property line. In the Indian Hill Business District, restricted sidewalk widths may warrant a setback of 1 to 3 feet, to be evaluated on a case by case basis. Setbacks should be provided where appropriate to enhance landscaped areas and/or widen restricted sidewalks to provide appropriate widths. The main facade should be orientated to the primary commercial thoroughfare.

Upper level setbacks, which create continuous open terraces, are not allowed on the primary facades. Small setbacks (such as 10'-0" maximum), no greater than one bay width (maximum 20'-0") with a continuous roof eave line, will be considered on upper floors only. The ratio of upper level setbacks must be considered with regard to the building's proportions and scale. No continuous upper level setbacks or corner setbacks will be considered.

Roof gables should be in the same plane as the primary building facade except for the 6"-12" projections allowed under Section VI.c, Articulation. Roof eaves should meet and project beyond the primary facade to create horizontal rhythm. (See figure 20) Buildings located on corner sites should hold the property line or "streetwall" at the intersections of both thoroughfares. Slightly rounded or angled building corners at intersections are acceptable to enhance the pedestrian flow and visibility.

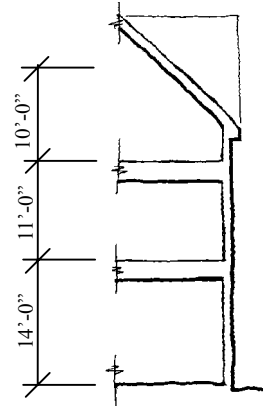


Figure 20

Institutional: Institutional buildings are located throughout the village in various zoning districts and are most often freestanding structures. They frequently function as a transitional element between zoning districts. If an institutional building is located within a commercial district, the mass of the building is encouraged to break from the "streetwall", creating open public space, establishing the hierarchy of the building within its context and creating both a focal point and a visual relief within the commercial district. Additions to existing institutional structures should respect the established setbacks of the original building and should be sensitive to the context of the surrounding zoning area, particularly residential neighborhoods.

Multiple-family Residential: Multiple-family residential buildings are generally located along Green Bay Road, creating a transition between a commercial thoroughfare and single-family residential zones. The B-1 and B-2 multiple-family residential zoning districts call for a 25'-0" front yard setback whereas multiple-family buildings within the C-1 and C-2 zones require a 1'-0" to 3'-0" setback. New multiple-family developments occurring at the edge of the C-1 and C-2 districts should have a front yard setback of 1'-0" to 6'-0" to create a transition between the commercial and residential districts. The primary facade should be located on the main thoroughfare for all zoning districts.

- b. Height:** Existing building heights in the commercial districts vary between single-story commercial buildings to 3-story mixed-use and institutional structures.

Commercial and Mixed Use: The existing building heights are consistent at 2-3 stories within the heart of the commercial district. Buildings of this height are appropriately located within dense pedestrian districts and along Green Bay Road whereas buildings of 1 and 2 stories function well as transitions to single-family residential areas. Single-story buildings are appropriately located along the automobile-oriented south end of Green Bay Road at Indian Hill. Based on existing building heights, new buildings or building additions should have transitional elements or bays such that the new building height will not vary more than $\frac{1}{2}$ story lower than the immediate adjacent buildings while complying with the requirements of the zoning ordinance. (See figure 21) The current zoning restricts all building heights to $2\frac{1}{2}$ stories within the B and C zoning districts.



Figure 21

Institutional: The height of institutional buildings will vary depending on the use and location of the structure. Institutional buildings located within the commercial zoning districts (C-1 and C-2) are typically more monumental in scale and massing, and the minimum height to the eave line or parapet should not be less than 30% of the length of the primary facade or 25 feet, whichever is greater. The maximum height must conform to the existing zoning requirements. The height of institutional buildings located in the multiple-family (B-1 and B-2) or single family (R-1 through R-5) zones should be sensitive to the surrounding buildings and must conform to the existing zoning requirements. Additions to existing facilities should respect the existing heights and not differ from the established eave line by more than $\frac{1}{2}$ story. Additions and alterations should be sensitive to the context of the surrounding zoning area.

Multiple-family Residential: Many of the older multiple-family residential buildings are built to the outdated zoning standard height of four stories, whereas the height of recent and new multiple-family developments is limited to 35 feet and $2\frac{1}{2}$ stories.

- c. **Roof Forms:** Roof forms contribute to the massing, scale and proportions of all buildings. Manipulation of the form can help distinguish between residential, commercial and institutional structures. Sloped roof systems, while containing the commercial $\frac{1}{2}$ story defined by the zoning ordinance, should have eave lines that extend to the perimeter of the building eliminating upper story setbacks at the primary elevation. The continuous length of any roof on a primary facade should be limited to

20'0", without a break in plane using dormers, gables or hip roofs. These should be designed in conjunction with the Vertical Rhythm, Section VIb.

Commercial and Mixed Use, Multiple-family Residential: The predominant roof form within the districts is a pitched shingle roof with cross gables, projecting eave line and brackets reflecting the structural bay rhythm of the building. Variations of the gable and roof pitch contribute to the general breakdown of the building mass and contribute to the steady streetwall rhythm. No roof pitch is to be greater than 60 degrees (21:12) or less than 35 degrees (8:12). (See figures 22 & 23)

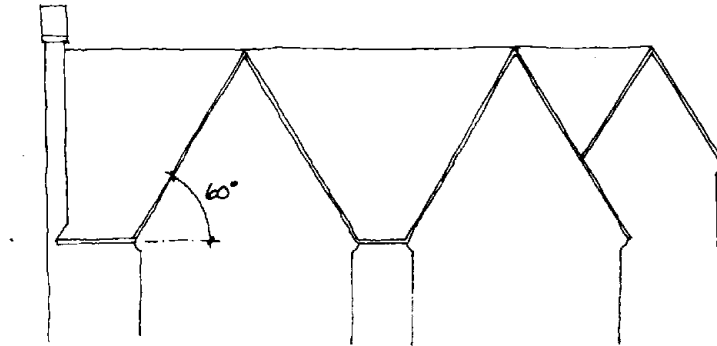


Figure 22

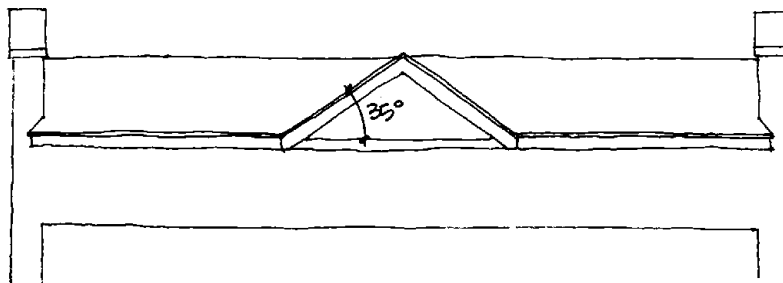


Figure 23

Institutional: The roofs of the institutional buildings should have shallower sloped roofs than the commercial structures and be composed of basic gable, hipped or flat roofs. The pitch of sloped roof systems should range between 25 degrees (6:12) and 45 degrees (12:12). Contextual sloped and gabled roofs are preferred. Flat roof systems must be concealed from view by a decorative parapet. The roof structures should not break up the mass of the structure, but emphasize overall volume through a uniform ridge, eave or parapet line. A cross or open gable can be introduced to provide hierarchy to the facade and identify the entry or wings. Additions to institutional structures should respect the existing roof form and slope, however, the height of the ridge, eave and parapet line can vary per the height restrictions outlined in Section V.b. (See figures 24 & 25)

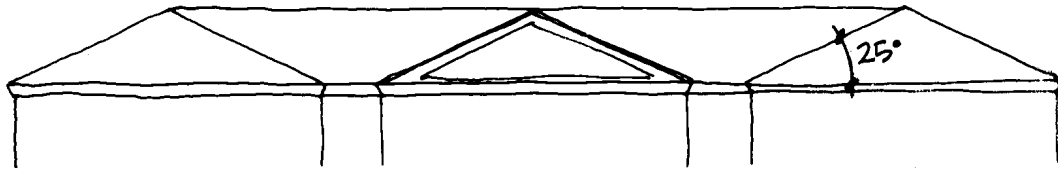


Figure 24

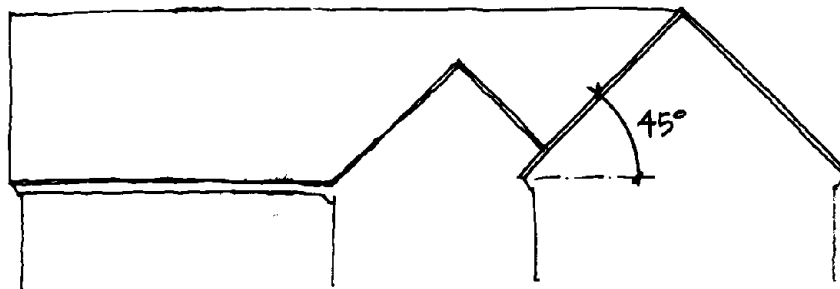


Figure 25

VI. Proportion/Scale

Winnetka's original 1920's comprehensive plan was designed before the prevalence of the automobile and therefore was pedestrian oriented. Although the automobile dominates life in the 21st century, it is the intent of the Village to retain a positive pedestrian experience within the Village commercial centers. The character of the Village requires that a pedestrian balance be retained and encouraged. Unless noted otherwise, any alteration to the commercial districts must be designed to fulfill this goal.

- a. **Horizontal Rhythm:** The breakdown of the building facade into horizontal bands provides human scale and proportion to the facade. The relationship of horizontal banding among buildings can unify the street elevation.

Commercial and Mixed Use: The commercial district must convey the hierarchy of the pedestrian experience through the development of horizontal rhythms. The height of the street level elevations (floor to floor) should be 20% greater than the upper floor to floor dimensions. A building base, middle and top should be strongly articulated through materials, details and changes in the plane of the wall. The retail storefront façade should be differentiated from the facade of the upper stories. (See figure 26) The street and storefront facade should be horizontal, contiguous and harmonious with the adjacent and facing structures. Storefront systems, awnings, and entrance doors should be selected to be harmonious and similar to the adjacent buildings' scale and proportion.



Figure 26

Institutional: Institutional structures such as civic buildings and churches convey hierarchy through larger massing, scale and proportion. The base of the building should be articulated separately from the upper floors to give the building weight and an appearance of solidity, reliability and endurance. The height of the first floor should be a minimum 20% greater than the height of the upper floors. To add to the formality of an institutional structure, an elevated first floor should be considered while complying with Federal and State ADA requirements (refer to Section VII.f). Additions to existing structures should respect the existing horizontal rhythms in order to maintain and enhance the original scale and proportion of the structure.

- b. Vertical Rhythms:** The breakdown of the building facades into vertical bays creates a sense of progression and scale to the streetwall as well as individual buildings. Vertical rhythms break down the length of a building while unifying the floors from grade to eave. Fenestration patterns will emphasize the vertical rhythms, see Section VI.d.

Commercial, Mixed Use, Multi Family Residential: Facades are to be articulated to express a vertical rhythm that is directly related to the structural columns and bays. Structural bays should not exceed 20 feet in width.

Structural elements and bays should be architecturally articulated on the facade to add interest, scale, proportion and detail. Structural bays should be recessed and/or projected approximately 6"– 12" to provide a variety of changes of plane, interest in light and shadow and to establish a hierarchy with the architectural elements. Some variation of facade materials from bay to bay is encouraged. No building facade that faces a street or pedestrian open space may have a blank uninterrupted length greater than 20 feet.

Institutional: The scale and proportion of institutional buildings should be appropriate to the function and use of the building. The scale of prominent civic buildings such as a village hall or central library would differ from a recreation

center. The facades of prominent civic buildings are to be articulated so as to distinguish them from their context. Emphasis of the vertical rhythms and structural bays should be minimized to provide a larger building mass to establish the hierarchy of the building. Vertical rhythms should reinforce the importance of the structure with 1 to 10 foot projections restricted to larger building masses that span 40-60 feet. The large-scale change in mass will establish hierarchy within the building facade. (See figure 27) Educational, recreational and public works facilities located near or adjacent to a residential district, should provide a contextual design sensitive to the neighborhood.

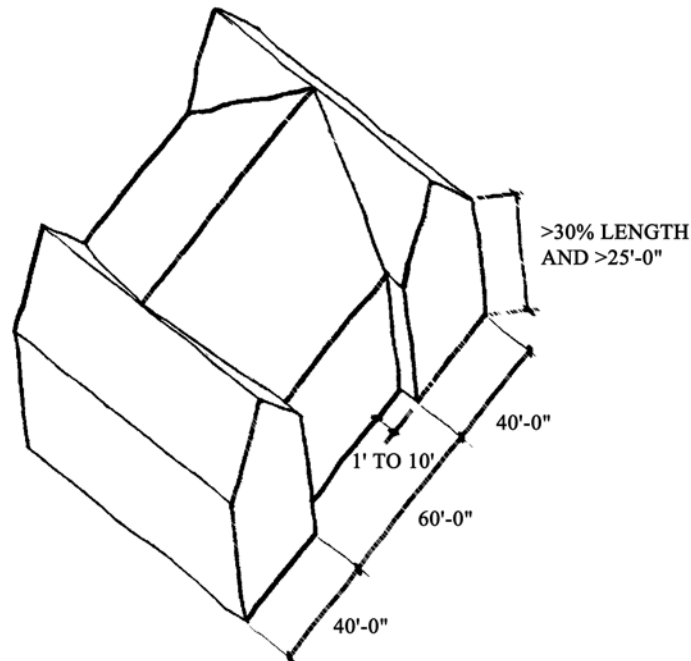


Figure 27

- c. **Facade Articulation:** Articulation is achieved through the combination of materials, introduction of detailing and changes in plane of the facade.

Commercial, Mixed Use and Multiple-Family Residential: Facade elements should be recessed and/or projected to provide a variety of changes of plane, interest in light and shadow and to establish a hierarchy with the architectural elements. Building facades are to be proportioned to respect human scale and the existing prevalent scale of the Village's architecture. No building facade that faces a street or pedestrian open space should have a blank uninterrupted length of wall greater than 20 feet. In addition, the proportion of the fenestration should comply with Section VI.d.

Commercial and Mixed Use: Ground floor /storefronts that face public streets, adjacent development or pedestrian open space should be subdivided using fenestration along no less than 60% of the facade.

Institutional: Civic and religious institutional buildings tend to be larger and the facade articulation should be restrained so that the massing is emphasized. Vertical rhythm should be created by the articulation of stacked windows and doors.

- d. Fenestration:** The pattern of wall penetrations is created by window and door openings.

Primary facades are defined as facades facing a street or pedestrian open space.

Secondary facades are defined as facades facing pedestrian parking areas or alleys.

Windows should be recessed back from the overall plane of the building facade at the window head and sill to create additional articulation and shadow.

Strip windows are not allowed.

Commercial and Mixed Use: In order to provide a desired proportion of fenestration the following guidelines should be met:

Primary facade: At least 60% of the first floor facade is to be windows/storefront or entrances. (See figure 28) At least 25% but no more than 40% of the upper floors are to be windows or doors. (See figures 29 & 30) Note: Percentage is based on the total facade square footage, which is calculated from the top of the first or ground floor to the top of second floor.



Figure 28



Figure 29



Figure 30

Secondary facades: At least 25% of the first floor facade is to be windows/storefront or entries. At least 25% of the upper floors are to be windows or doors. Note: Percentage is based on the total facade square footage, which is calculated from the top of the second floor to the underside of roof eave.

Institutional: Since most institutional buildings are freestanding and larger in scale, the fenestration pattern does not vary much between the primary and secondary facades. To provide a desired proportion of fenestration and to promote an appearance of solidity:

Ground floor façade: Windows or doors should interrupt 25% but not more the 50% of the wall area. Uninterrupted wall area should not extend for more than 20 feet without the introduction of blind niches or windows. Note: Percentage is based on the total facade square footage, which is calculated from the top of the first or ground floor to the top of second floor. (See figure 31)



Figure 31

Upper floor facades: At least 20% but not more the 50% of the upper floor's wall area should be interrupted by windows. Uninterrupted wall area should not extend for more than 20 feet. Note: Percentage is based on the total facade square footage, which is calculated from the top of second floor to the underside of roof eave. (See figure 31)

Multiple-family Residential: In order to provide a desired proportion of fenestration the following guidelines should be met:

Ground and upper floor facades: At least 35% but no more the 60% of the façade should be windows or doors.

- e. **Hierarchy:** The prioritization of certain building masses, components or elements over others.

Commercial and Mixed Use: The hierarchy of public over private spaces should be conveyed by the facade. Public or retail spaces should be open and inviting through the introduction of storefronts with doors integral to the system. Private or office/residential spaces should have a separate entrance articulated independently from the storefront. (See figure 32)

Institutional: The primary facade should have a distinct public main entrance.

Multiple-family Residential: Multiple-family residences should have a distinct and articulated common entrance on the main facade(s). Town homes should have individually articulated entrances.



Figure 32

VII. Articulation

- a. Entries:** Proportion, scale, location and details should be used to differentiate public entrances from private or semi-private entrances at all uses.

1. Hierarchy

Commercial, Mixed Use and Institutional: The identity of the public entrance should be evident from the public way and differentiated from the semi-public and private entrances. Public entries should have a large-scale approach and be open and inviting whereas semi-public and private entries are integral to the adjacent building facade and more opaque.

Multiple-family Residential: Proportion, scale, location and details should be used to differentiate common entrances from private entrances.

2. Location

Commercial and Mixed Use: Public entrances should be located along the main thoroughfares and at corners. Private or semi-private entrances should be located either to the side of a single bay building or centrally for a multiple bay building.

Institutional: Public entrances, both main and secondary, should be located in a central location on the main facade or along major access routes or vistas. Services entrances should be remotely located from the open public space and not visible from the main public approach.

Multiple-Family Residential: Common entries will be oriented toward the main street or thoroughfare. Garage entrances should be oriented toward a secondary street, alley or away from the pedestrian way.

2. Screening

For at-grade equipment screening, see Sections IX.a (p.26), X.c.9 (p. 33), and XI.d.5 (p.57).

Mechanical equipment located at grade should be screened from view with a fence or wall that is constructed of the same materials as the adjacent building. Rooftop equipment that cannot be located out of view should be screened by walls constructed of materials sympathetic to those of the primary facade.

VIII. Materials

Building materials throughout the districts consist primarily of masonry and stucco. The existing buildings currently have a good palette of colors, textures and material mixes from which new materials should be selected. The masonry palette consists of wirecut, smooth and textured modular brick and rough-face and dressed limestone veneer. Rough-faced limestone should be limited to accent or base pieces only. The brick color palette should be restricted to those present in the district but can vary in color from reds to yellows and have varying levels of iron spotting. Pink or orange brick is not allowed.

English Tudor buildings obtain some of their character from the mix of materials used in the upper floors. Creative use of material combinations is encouraged to break up the massing. The number of facade colors should be minimized to maintain unified districts – white and cream stucco with reds and browns, emphasizing earth tones and eliminating saturated colors.

Commercial and Mixed Use: Acceptable materials include modular brick, rough-faced or dressed limestone and exterior grade stucco with wood trim. Wood, aluminum or vinyl siding, metals, rough/random lannon stone, concrete block (split face or smooth) and glassblock are not acceptable materials. EIFS may be allowed if the location is limited to the second floor facades or higher and the finish and articulation are acceptable. The finish of the EIFS must resemble exterior grade stucco of the historic English Tudor buildings in the Village.

Institutional: Institutional buildings are encouraged to have monochromatic material selection such as modular brick, or rough-faced or dressed stone. Wood, aluminum or vinyl siding, metals, rough/random lannon stone, concrete block (split-face or smooth) and glassblock are not acceptable materials. EIFS may be allowed if the location is limited to the second floor facades or higher on secondary facades only and the finish and articulation are acceptable. The finish of the EIFS must resemble exterior grade stucco of the historic English Tudor buildings in the Village.

Multiple-Family Residential: Acceptable material for multiple-family structures includes modular brick, limited areas of dressed limestone, and exterior grade stucco with wood trim. Wood siding is allowed on secondary facades on upper floors only. Aluminum or vinyl siding, metals, rough/ random lannon stone, concrete block (split face or smooth) and glassblock are not acceptable materials. EIFS may be allowed if the location is limited to the second floor facades or higher and the finish and articulation are acceptable. The finish of

the EIFS must resemble exterior grade stucco of the historic English Tudor buildings in the Village.

Acceptable Materials:

a. Primary Facade

Commercial, Mixed Use, Multiple-Family and Institutional

Modular face brick (See figure 43)
Limestone (Limited to partial first floor only. Limestone is to be integrated with brick for multiple-family residential) (See figure 44)
Cast stone, which clearly simulates stone, is limited to accent pieces such as belt courses, sills and shoes. (Split face or rusticated are not permitted.)
Exterior grade stucco with wood trim (See figure 45)
Wood siding (Multi family Residential only)



Figure 43

b. Secondary Facade

Commercial, Mixed Use, Multiple-Family and Institutional

Modular face brick (See figure 43)
Modular common brick
Dressed limestone (Limited to first floor only) (See figure 44)
Cast stone, which clearly simulates stone, is limited to accent pieces such as belt courses, sills and shoes. (Split face or rusticated are not permitted.)
Exterior grade Stucco with wood trim (See figure 45)
EIFS (upper floors only, troweled texture to resemble stucco) (See figure 46)



Figure 44

c. Roof materials

Commercial, Mixed Use, Multiple-Family and Institutional

Clay Tiles (See figure 47)
Cement Tiles and Shingles
Ceramic Tiles that simulate natural materials.



Figure 45

Architectural Series of Asphalt Shingles
(3 ply) (See figure 49)
Wood Shingles (Fire treated)
Slate (See figure 48)
Real Copper (No other metal roofs are
allowed)



Figure 46

Institutional only

Flat roofs must be hidden by parapet
on primary / secondary facades.

Commercial and Multiple- Family

Flat roof must not be visible from
street, pedestrian, or open spaces.

d. Door and Window Materials:

Commercial, Mixed Use, Institutional,
Multiple- Family Residential: Entry
doors should be wood or aluminum
stile and rail with varying degrees of
glass. Public entry doors should be
fully glazed whereas private and semi-
private entries should be primarily
solid panel doors. Storefront window
units should be either paneled
aluminum or brass. Many original
storefronts, some with transom
windows, remain in the districts.
Efforts should be taken to
repair and renovate these systems
where feasible. Window frames should
be wood, steel or aluminum. Vinyl
windows are not acceptable. Muntin
divisions should be real divided glass
or simulated with spacer bars. Snap-in
muntins are not acceptable. Color
selection should be sympathetic with
the overall building color palette and
take into account the adjacent building
materials within the structure,
immediately adjacent structures,
structures within the same block and
structures across the street.

Entry door hardware is to be exterior grade with weather-resistant finish. Hardware
design and finish is to be appropriate with facade articulation, color palette and
district character. Glazing should be clear glass without tint or film.



Figure 47



Figure 48



Figure 49

Attachment 4
Public Comments

David Schoon

From: denny cummings [REDACTED]
Sent: Sunday, September 25, 2022 8:25 PM
To: Planning
Subject: Case 22-13-DR

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.

We live two blocks from this location. Currently the property is an eye-sore. The addition of Tala Coffee Roasters would be quite an improvement

**Winnetka Design Review Board/Sign Board of Appeals Special Meeting Minutes
October 3, 2022**

Members Present:

Kirk Albinson, Chairman
Michael Klaskin
Paul Konstant
Maggie Meiners
Katie Moor
Heather Niehoff
Michael Ritter

Members Absent:

None

Village Staff:

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

Call to Order & Roll Call:

Chairman Albinson called the meeting to order at 7:00 p.m. Ms. Klaassen took roll call of the Commission. All members were present.

Public Comments

No comments were made at this time.

Approval of Minutes:

- a. June 28, 2022, and August 24, 2022, Special Meeting Minutes.

Chairman Albinson asked if there were any comments or corrections to be made to the June 28, 2022, or August 24, 2022, special meeting minutes. No comments were made at this time. He then asked for a motion to approve the June 28, 2022, and August 24, 2022, meeting minutes as submitted. A motion to approve the June 28, 2022, and August 24, 2022, meeting minutes was made by Mr. Konstant and seconded by Ms. Niehoff. A vote was taken, and the motion unanimously passed. 7 to 0:

AYES: Albinson, Klaskin, Konstant, Meiners, Moor, Niehoff, Ritter

NAYS: None

* * *

d. Case No. 22-13-DR: 93 Green Bay Road - Tala Coffee: Certificate of Appropriateness to allow exterior alterations to the existing building and streetscape/site improvements at 93 Green Bay Road.

Mr. Schoon identified the property owned by the Village and explained the RFP process undergone by the Village. He stated Tala Coffee was selected and a lease agreement was entered into with the applicant. He stated the applicant is responsible for the building improvements and referred to site improvements which are the Village's responsibility. Mr. Schoon identified the property's location and existing site improvements noting Tala Coffee plans to retain the building's original character. He also identified the site plan and noted the Village has been working on a "No Further Remediation" letter relating to the northwest corner of the site and elaborated remediation plan to address the soil contamination condition.

Mr. Schoon stated the goal of the project is to create an interior and outdoor gathering space and referred to the proposed site illustrations which would serve to provide a gathering space. He then identified proposed planters' element at the corner of Green Bay and Winnetka Avenue. Mr. Schoon also referred

1 to the use of seat boulders in a gray or buff color and its texture and their locations in several areas on
2 the property. He then identified the fence along the north property line which would be replaced and its
3 detailing and dark bronze color. He also identified service elements which are to be screened with a metal
4 material and sample which he provided to the Board for their review. Mr. Schoon described the surface
5 materials. He noted that brick pavers were considered, which in our typical streetscape design would
6 occur on the sidewalk at the corners. Use of such brick pavers require a concrete base with drainage
7 elements; however, that is not possible at this corner because of the need to maintain an engineered
8 barrier over the contaminated soils. He also mentioned that the design team considered use of clay brick
9 pavers elsewhere on the site but did not think it was compatible with the 60s gas station structure that
10 would remain. He asked the Board Members for their opinions regarding other ideas for surface
11 treatment. He also identified light fixtures, planter pots, bike racks, etc. which are used in other areas in
12 connection with the Village's streetscape program.

13
14 Mr. Schoon referred to the Village owned parking lot to the south for employee permit holders and its
15 access point. He stated they are considering adding another driveway access entry with the south 2/3 to
16 be used by employees of the district and the northern 1/3 to be used by district customers. He noted
17 there would be 20 parking spaces for customers to the north together with on street parking. Mr. Schoon
18 then asked if there were any questions. Chair Albinson stated let's hold for questions until after the Tala
19 presentation.

20
21 Joanna Tong and Ryan Hickman introduced themselves to the Board along with the rest of their team. Ms.
22 Tong stated their hope is to reuse as much of the building as possible and identified the proposed
23 rendering and building elements they planned to keep. Mr. Hickman stated the building panels are
24 aluminum which he commented are in good condition and are reusable. He stated the roof and fascia
25 would be replaced following permit approval. Mr. Hickman stated they planned to sand the material and
26 apply a white and blue color to the panels. Ms. Tong then provided color samples of the Benjamin Moore
27 paint they intend to use, In the Midnight Hour, which they refer to as "Tala" blue and White Diamond to
28 the Board for their review. Mr. Hickman stated the satin sheen semi-gloss paint would be used.

29
30 Ms. Tong then identified illustrations of the window and door openings which would be updated and
31 noted the garage doors would be non-functioning. She stated the window frames would be black
32 aluminum which she commented would pop against the white color. The applicants reiterated their plan
33 is to repurpose the building. Ms. Tong then identified the proposed canopy and its location to be added
34 on the outside with heating and a louver roof to create additional space to complement the 1,300 square
35 foot building. Mr. Hickman informed the Board the canopy would allow them to maximize the amount of
36 time customers are able to sit outside. He added it would be painted to match the structure. Mr. Tong
37 also stated they want the canopy to be functional and attractive and have a simple design to go with the
38 building.

39
40 Ms. Tong then identified the canopy's placement and span on the building as well as heater examples and
41 furniture samples. She described the canopy elements as simple but sleek. Mr. Hickman stated in response
42 to COVID, they designed the proposal in terms of how people like to congregate. The applicants stated
43 they expected their traffic volume to be similar to their Highwood location.

44
45 Mr. Ritter asked if they considered having one open garage door and Mr. Hickman responded there are
46 health code issues and would not be desirable without a screen due to the attraction of flies. They stated
47 they have functioning garage doors in Highwood and using them have created more issues with insects.

1 The Board Members commented that the proposal is appealing. In response to question Ms. Tong
2 indicated an opening date of July 2023 is more probable.

3
4 Chairman Albinson asked if they planned to come back before the Board for signage. The applicants
5 confirmed that is correct. Chairman Albinson questioned if the signs would have illumination. The
6 applicants asked for the Board's suggestion in terms of signage alternatives. They at one point thought
7 of having a roof top sign but have been discouraged from having it. Mr. Schoon stated rooftop signage
8 is not allowed and would require a variation. Some Council members have indicated they do not prefer
9 rooftop signage. Ms. Niehoff asked if the code made allowances for atypical properties such as this one.
10 A team presenter described a proposal for die-cut individual neon lit lettering which would lend itself to
11 the old gas station feel. Chairman Albinson stated a rooftop sign option would be expensive and difficult
12 to maintain. He referred to the amount of room above the garage doors for signage. Ms. Tong stated the
13 canopy would obstruct signage in that area. Chairman Albinson then referred to vinyl lettering on the
14 windows. Mr. Klaskin referred to the Highwood location signage.

15
16 Chairman Albinson then referred to the west elevation illustration and questioned the rationale for the
17 windows on that elevation since they did not match the windows on the south elevation. Ms. Tong
18 confirmed that correction would be made to the rendering to contain two windowpanes and will match
19 the south elevation. Chairman Albinson asked if the interlocking louvers would keep rain out and the
20 applicants confirmed that is correct. Chairman Albinson asked if they considered locating the canopy on
21 the west elevation where there is more room. Ms. Tong explained the reasoning that alternative was not
22 chosen including mechanical elements in that area. Mr. Hickman added they cannot use that area due to
23 the inability to use underground footings.

24
25 Chairman Albinson then referred to the bus stop location and suggested the predominate bus stop be
26 moved to the south side of Winnetka Avenue. He also commented a lot needed to be explored in terms
27 of the overall site design and referred to the amount of concrete and suggested the use of pavers in one
28 area. Chairman Albinson referred to the intersection's prominence and stated the proposal should
29 address the opportunity to dress up the site and adhere to the Village's design guidelines and more
30 greenspaces be integrated in the proposal. Mr. Hickman responded they discussed various alternatives
31 with the Village who shared the same concerns in terms of the amount of greenspace. He stated the
32 proposal would result in a cozier feel after the parking lot changes and other items are incorporated.

33
34 Mr. Schoon informed the Board they addressed these areas with the applicant and the question of how
35 they can add an element such as brick pavers on the pavement which would match the 1960's building
36 can be discussed. Ms. Niehoff asked if they considered colored concrete or scoring. Mr. Schoon then
37 identified seat boulders and seat walls along with other design elements in an illustration for the Board.
38 Chairman Albinson reiterated that the plan did not appear cohesive and encouraged more site study be
39 done in terms of the view from the human perspective in making it more intimate and personal. Mr.
40 Schoon then identified pedestrian street light locations for the Board. Mr. Klaskin suggested the use of
41 outdoor umbrellas and textured concrete. Mr. Schoon confirmed the Village gateway sign is located
42 further away from the site. Chairman Albinson questioned the bike rack location in that bicyclist will have
43 to walk through the westerly seating area. Ms. Niehoff asked to see a circulation diagram in terms of
44 pedestrian tracking due to the corner's difficulty in terms of traffic.

45
46 Chairman Albinson summarized the comments in that there is room for improvement on the site design
47 and that the building design is great. Mr. Schoon stated the Board can recommend building design
48 approval at this time. Chairman Albinson suggested the Village Council consider approval of the building

1 improvements and to continue evaluating the overall site design with the applicant to come back before
2 the Board. Ms. Niehoff commented the proposal is exciting and they want to make sure the project is the
3 best it can be. Mr. Hickman thanked the Board for their consideration and stated they would continue to
4 work with the Village. Ms. Niehoff suggested the landscaping plan incorporate elements which would not
5 die over the winter. The Board Members discussed the possibility of removing the contaminated soil as
6 opposed to placing a cap over it.

7
8 Chairman Albinson asked for a motion to recommend approval of the proposed building improvements.
9 A motion was made by Mr. Klaskin to recommend approval of the applicant's plans for the building as
10 submitted, with further study on the site improvements by the Village. Ms. Niehoff seconded the motion.
11 A vote was taken, and the motion unanimously passed, 7 to 0:

12 AYES: Albinson, Klaskin, Konstant, Meiners, Moor, Niehoff, Ritter

13 NAYS: None

14
15 Chairman Albinson confirmed that the Board recommended further site study be done by the Village
16 Council.

17
18 * * *

19
20 Respectfully submitted,

21
22 Antionette Johnson
23 Recording Secretary



Agenda Item Executive Summary

TITLE: Resolution No. R-106-2022: Cook County Forest Preserve - Stormwater IGA (Adoption)

PRESENTER: Robert M. Bahan

AGENDA DATE: October 18, 2022

CONSENT: No

ITEM TYPE: Ordinances and Resolutions

ITEM HISTORY:

In 2015, the Village engaged Strand Associates to re-examine alternatives for managing western Winnetka stormwater, and their evaluation was accepted in June of 2016. After an extensive evaluation of alternatives, Strand recommended a multi-phase plan that would provide significant flood risk reduction to western Winnetka against a 100-year flood event, and would also improve water quality. The lynchpin of the plan is a stormwater management wetlands project on land owned by the Forest Preserve District of Cook County (FPDCC), at the northwest corner of Hibbard Road and Winnetka Avenue. During August, 2017 the Village entered into a Memorandum of Understanding with the FPDCC to allow the Village to begin advancing a wetland improvement project on FPDCC land.

EXECUTIVE SUMMARY:

When the Village Council discussed Strand's stormwater evaluation during June, 2016, the Council agreed the first and most important task was to secure FPDCC permission to use the FPDCC parcel. Without that permission, the plan conceived by Strand Associates would require significant re-evaluation of open spaces owned by New Trier High School District and the Winnetka Park District. The Council directed staff to begin negotiating with the FPDCC, to gain sufficient assurance that a project meeting the Village's needs would ultimately be approved by the FPDCC Board of Commissioners. Village representatives and FPDCC staff negotiated a Memorandum of Understanding (MOU), to set forth and fix key project parameters in significant detail. FPDCC staff identified several key issues to be addressed for the project to be further considered by the FPDCC.

1. FPDCC property can only be part of the overall improvement program, and not the only available solution;
2. The overall project must include measures to improve stormwater runoff quality before it is discharged onto FPDCC property;
3. Tree removal should be minimized, especially larger trees, and the Village will need to comply with tree mitigation fees;
4. The Village will need to comply with the FPDCC license fee ordinance;
5. The Village will have to be responsible for long-term maintenance of the project;
6. The Village will have to provide off-site benefits that would further the overall planning goals of the FPDCC.

FPDCC staff presented this MOU to their Board of Commissioners at the July 20, 2017 meeting, and it was unanimously approved. The final MOU provided conceptual approval for the project, allowing the Village to move forward with engineering without a significant risk of the project ultimately being rejected by the County. Also, the MOU agreement provided the Village with a high degree of certainty that a future intergovernmental license agreement necessary for the project would ultimately be approved by the FPDCC Board of Commissioners. Based on MOU requirements, the Village initiated detailed discussions with New Trier High School, Winnetka District 36, and the Winnetka Park District, and other stakeholders, about needed storage projects identified in the Strand Associates plan.

As required by the MOU, the Village has successfully negotiated intergovernmental agreements (IGA's) with the Winnetka Park District, New Trier High School, and District 36 for the installation of upstream water storage and water quality improvements. The stormwater wetland project on FPDCC property also required a permit from the U.S. Army Corps of Engineers (USACE). After extensive evaluations and discussions, the Village has received confirmation that USACE will issue the Village a permit that will allow the project to proceed while meeting FPDCC and USACE requirements including wetland mitigation outside the project area. On August 16, 2022, the Village council approved resolution R-88-2022 for an agreement with RES Environmental Operating Company, LLC to implement federal wetland mitigation requirements at the Paul Douglas Preserves on FPDCC property.

By meeting all of the requirements of the MOU, staff resumed negotiations with FPDCC regarding the terms for a final IGA and License Agreement. The agreement before the Council outlines all construction requirements, permit and impact fees, and requirements for maintenance of the wetland improvements. The FPDCC Board of Commissioners will consider this agreement on October 18th, and anticipates final approval during their November 15, 2022 meeting.

In consideration of the Village's long term commitment to implementing our stormwater management plan, approved agreements with Village intergovernmental partners, and the proposed IGA being consistent with the intent of the approved MOU, staff is recommending that the Village Council consider approving resolution R-106-2022 an IGA between the FPDCC and the Village of Winnetka to perform wetland improvements on the 49-acre FPDCC parcel.

RECOMMENDATION:

Consider adoption of Resolution R-106-2022 approving a Intergovernmental Agreement between the Forest Preserve District of Cook County and the Village of Winnetka for a Stormwater Management Wetland Project.

ATTACHMENTS:

1. Agenda Report - Resolution No. R-106-2022
2. Resolution No. R-106-2022 FPDCC IGA
3. Intergovernmental Agreement Between the Village of Winnetka and the Forest Preserve District of Cook County

Agenda Report

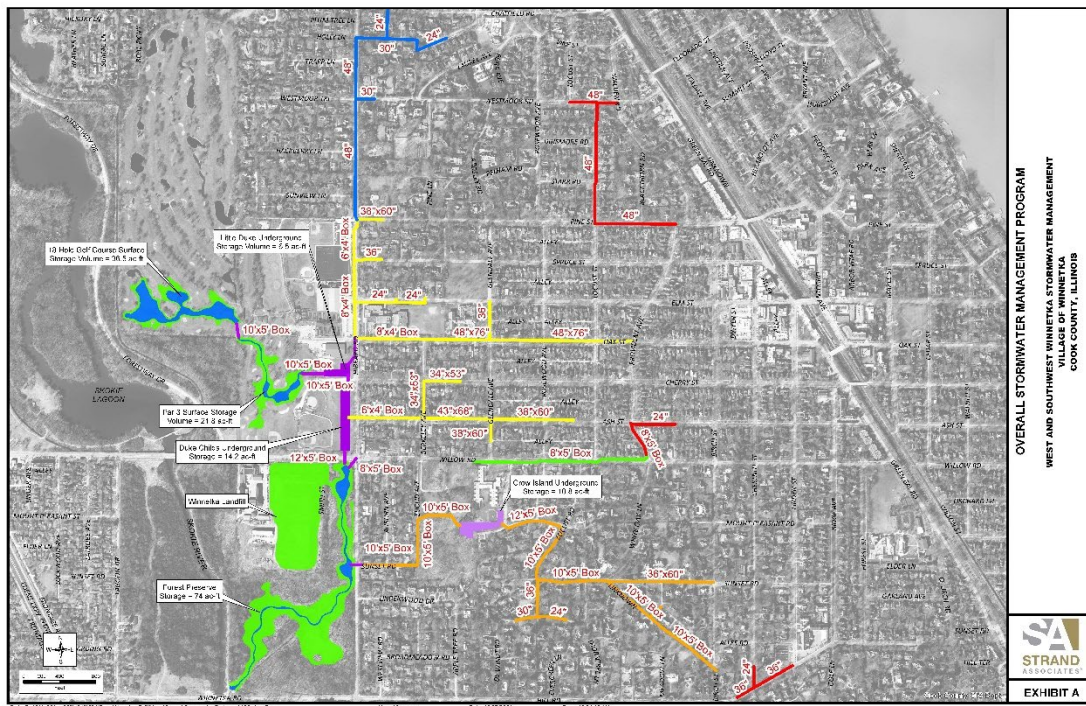
Subject: Resolution R-106-2022: Approving an Intergovernmental Agreement between the Forest Preserve District of Cook County and the Village of Winnetka for a Stormwater Management Wetland Project

Prepared By: James J. Bernahl, Director of Engineering/Village Engineer
Robert M. Bahan, Village Manager

Date: October 18, 2022

Background

In 2015, the Village engaged Strand Associates to re-examine alternatives for managing western Winnetka stormwater, and their evaluation was accepted by the Village Council in June of 2016. After an extensive review of alternatives, Strand recommended a multi-phase plan that would provide significant flood risk reduction to western Winnetka properties against a 100-year flood event and would also improve water quality. The lynchpin of the plan was a stormwater management wetlands project on land owned by the Forest Preserve District of Cook County (FPDCC), at the northwest corner of Hibbard Road and Winnetka Avenue. During August, 2017 the Village entered into a Memorandum of Understanding with the FPDCC to allow the Village to begin advancing a wetland improvement project on FPDCC land. The current overall stormwater plan for western Winnetka is illustrated below:



The proposed stormwater management wetlands project is located on approximately 49 acres owned by the FPDCC, at the northwest corner of Hibbard Road and Winnetka Avenue, shown in blue, above. This parcel is expected to provide approximately 45% of the total storage needed to provide flood protection against a 100-year event.

When the Village Council discussed Strand's stormwater evaluation during June 2016, the Council agreed the first and most important task was to secure FPDCC permission to use the FPDCC parcel. Without that permission, the plan conceived by Strand Associates would require significant re-evaluation of open spaces owned by New Trier High School District and the Winnetka Park District. The Council directed staff to begin negotiating with the FPDCC, to gain sufficient assurance that a project meeting the Village's needs would ultimately be approved by the FPDCC Board of Commissioners. Village representatives and FPDCC staff negotiated a Memorandum of Understanding (MOU), to set forth and fix key project parameters in significant detail.

Memorandum of Understanding (MOU)

FPDCC identified several key issues to be addressed for the project to be further considered by the FPDCC, and were ultimately included in the MOU.

1. FPDCC property can only be part of the overall improvement program, and not the only available solution;
2. The overall project must include measures to improve stormwater runoff quality before it is discharged to FPDCC property;
3. Tree removal should be minimized, especially larger trees, and the Village will need to comply with tree mitigation fees;
4. The Village will need to comply with the FPDCC license fee ordinance;
5. The Village will have to be responsible for long-term maintenance for the project;
6. The Village will have to provide off-site benefits that would further the overall planning goals of the FPDCC

FPDCC staff presented the MOU to their Board of Commissioners at their July 20, 2017, meeting, and it was unanimously approved. The final MOU provided conceptual approval for the project, allowing the Village to move forward with engineering without a significant risk of the project ultimately being rejected by the County. Also, the MOU agreement provided the Village with a high degree of certainty that a future intergovernmental license agreement necessary for the project would ultimately be approved by the FPDCC Board of Commissioners. Based on MOU requirements, the Village initiated detailed discussions with New Trier High School, Winnetka District 36, and the Winnetka Park District, and other stakeholders, about needed storage projects identified by in the Strand Associates plan.

[illegible]

Proposed Intergovernmental Agreement (IGA) – Summary of Key Terms

Included with this agenda report is the proposed IGA with the FPDCC, and noted below are the substantive terms of the agreement:

- The Project consists of the construction and installation of approximately 74 acre-feet of stormwater infrastructure improvements across approximately 15.4 acres of surface area, including a variety of conveyance, storage, water quality improvements, and open-water feature, wetlands, and sedge meadow, as well as local and private green infrastructure improvements, naturalized plantings, and water quality monitoring to address flooding in the Village.
- The Term of this Agreement shall be 40 years from the effective date of the IGA. At the end of the initial term, the agreement shall automatically renew for successive one-year periods unless notice is provided as specified in the agreement. At the end of the Initial Term, the parties may also elect to extend this agreement by an additional 40-year term with approval of the corporate authorities of both parties with waiver of any subsequent license fees due only to the extension of the term.
- The Village shall have the right, in its sole judgment and discretion, to cancel or alter any or all portions of the work that comprises the project due to circumstances either known or unknown at the time of bidding or arising after this agreement was entered into.
- The Village shall serve as the lead agency for the construction of the Project. In its capacity as the lead agency, the Village shall be responsible for procuring and coordinating all aspects of construction of the Project.
- The Village agrees to assume the overall project responsibility, including obtaining all permits and approvals required by federal, state, county, and local law, including, without limitation, permits and approvals required by the U.S. Army Corps of Engineers, Illinois Department of Natural Resources, Metropolitan Water Reclamation District of Greater Chicago, Cook County, and Illinois Environmental Protection Agency.
- The Village shall implement performance-based standards for the maintenance and health of the various vegetative zones and areas provided in the project to provide a buffer against erosion or encroachment of invasives. These standards will address factors including, but not limited to, erosion and sediment control, invasive species control and removal, vegetative quality, and the ratio of native to non-native vegetation within the licensed area.
- The Village will maintain the infrastructure constructed as part of the project during the term of the License. The Village will maintain the health of the various vegetative zones and areas that are part of the project in accordance with the Performance-Based Standards noted in the exhibits.

- The Village shall provide construction engineering inspections for the project to be constructed in accordance with the plans and specifications. The active construction activity of the project on the Licensed Area is estimated to be six months of intermittent activity, and is currently estimated to commence after November 15, 2022, and be substantially completed by December 2023.
- The Village will implement water quality improvement measures upstream of the property. Improvement measures shall be sufficient to capture and treat 0.5 inches of rainfall from a rain event prior to discharge into the Licensed Area. The Village will continue to construct and implement water quality improvement measures upstream of the property so that the Village discharges a net-zero increase of stormwater and pollutant loading onto the Licensed Area.
- The Village and/or its contractors shall always conduct the construction or repair in such manner as to minimize inconvenience and reasonably protect the public, and shall furnish and maintain barricades, temporary fencing and warning signs as may be necessary to protect the construction or repair and safeguard the public at the Village's expense.
- If post-project water quality monitoring of the stormwater that flows from the Village onto the licensed area as a result of the infrastructure built by the Village as part of the project indicate a pattern that does not achieve anticipated water quality improvements, and upon notice by the District to the Village, the Village will: (1) initiate an investigation to identify the source(s) of the measured water quality deficiencies; (2) develop an action plan, with District input and concurrence, to address the measured water quality deficiencies; (3) implement the agreed action plan; (4) perform follow-up monitoring to confirm that the corrective action has satisfactorily addressed the measured water quality deficiencies; and (5) provide the District with annual reports on water quality monitoring efforts and results by the Village for a period of five years.

Financial Terms

- The Village agrees to pay all project-related engineering, construction engineering, and construction costs for the project.
- Upon execution of this Agreement and the receipt by the Village of the Agreement, the Village shall pay the District a contribution of \$500,000 for ecological land restoration in the sub-watershed.
- Fees: Prior to the commencement of Construction, and required by District Code and policies, the Village shall pay the District a license application fee of \$500.00; a license fee of \$72,000.00 per acre for a total amount of \$1,105,704.00, a Youth Education, Land Acquisition, Restoration (YELAR) program fee of \$3,600; Construction Access Permit Fee is estimated to be \$9,125.69; tree mitigation fees in the amount of \$1,248,656.54 for tree removal based on the total number of trees

that must be removed to construct the project.

- In lieu of the Parties' former agreement to design and construct a parking lot near the intersection of Willow Road and Forest Way Drive per the MOU (previously estimated cost at \$350,000), the Village agrees to a one-time payment of \$250,000 to the District concurrent with the payment of tree mitigation fees. These funds will be used solely for visitor amenity projects related to the Skokie Lagoons adjacent to the Village of Winnetka.
- On August 16, 2022, the Village council approved resolution R-88-2022 for an agreement with RES Environmental Operating Company, LLC to implement federal wetland mitigation requirements at the Paul Douglas Preserves on FPDCC property at a cost not exceeding \$2,200,200. The IGA references this agreement between RES and the Village, and the cost has been previously accounted for.

The final proposed IGA has substantially maintained the anticipated project costs with a \$59,587 drawn down of contingency. An updated Stormwater Project Tracking sheet is included with this report for the Council's review.

Next Steps

The agreement before the Council outlines all construction requirements, permit and impact fees, and requirements for maintenance of the wetland improvements. The FPDCC Board of Commissioners will consider this agreement on October 18th, and anticipates final approval during their November 15, 2022, meeting.

In consideration of the Village's long-term commitment to implementing our stormwater management plan, approved agreements with Village intergovernmental partners, and the proposed IGA is consistent with the intent of the approved MOU, staff is recommending that the Village Council consider approving resolution R-106-2022, an IGA between the FPDCC and the Village of Winnetka to perform wetland improvements on the 49-acre FPDCC parcel.

Upon approval of the IGA by the FPDCC, the Village will begin pursuing a tree removal contract to begin removing designated trees before the end of the year. Approval of the IG allows the Village to prepare final contract bidding documents soon to begin the wetland improvement project in early 2023.

Recommendation

- Consider adoption of Resolution R-106-2022 approving an Intergovernmental Agreement between the Forest Preserve District of Cook County and the Village of Winnetka for a Stormwater Management Wetland Project.

Attachments

1. Copy of Updated Stormwater Project Tracking Sheet
2. Intergovernmental Agreement between the Village of Winnetka and the Forest Preserve District of Cook County, with Exhibits

Project	Council Approved Plan 11/2020	Plan Escalation 2021 (CPI - 7%) - Note 1	Project Plan - Updated November 1, 2022
Storage Projects			
CCFP Stormwater Wetland	\$ 2,408,478	\$ 2,577,071	\$ 2,577,071
Landfill Reconfiguration	\$ 1,719,378	\$ 1,839,734	\$ 987,838
Crow Island Storage	\$ 3,994,524	\$ 4,274,141	\$ 4,274,141
Duke Childs & Park District Storage	\$ 6,907,777	\$ 7,391,321	\$ -
StormTrap	\$ -	\$ -	\$ 4,239,210
DiMeo Contract	\$ -	\$ -	\$ 4,421,821
Par 3 Golf Course Storage	\$ 1,456,319	\$ 1,558,261	\$ 2,424,009
18-Hole Golf Course Storage	\$ 3,460,107	\$ 3,702,314	\$ -
Village electrical costs	\$ -	\$ -	\$ 238,220
DiMeo Contract	\$ -	\$ -	\$ 6,393,630
Subtotal Storage Projects	\$ 19,946,583	\$ 21,342,843	\$ 25,555,940
Conveyance Projects			
Hibbard Road	\$ 3,400,150	\$ 3,638,161	\$ 1,913,341
DiMeo Contract (47% of project)	\$ -	\$ -	\$ 1,575,274
Spruce Street	\$ 175,901	\$ 188,214	\$ 188,214
Oak Street West	\$ 998,631	\$ 1,068,535	\$ 935,292
DiMeo Contract (12% of project)	\$ -	\$ -	\$ 122,749
Oak Street East	\$ 2,266,544	\$ 2,425,202	\$ 2,425,202
Ash Street	\$ 3,514,116	\$ 3,760,104	\$ 3,348,227
DiMeo Contract (11% of project)	\$ -	\$ -	\$ 347,788
Willow Road East	\$ 3,636,327	\$ 3,890,870	\$ 3,890,870
Crow Island Outlet	\$ 1,754,866	\$ 1,877,707	\$ 1,877,707
Mount Pleasant Street	\$ 1,789,171	\$ 1,914,413	\$ 1,914,413
Sunset Road West	\$ 1,935,429	\$ 2,070,909	\$ 2,070,909
Sunset Road East	\$ 4,464,674	\$ 4,777,201	\$ 4,777,201
Provident Neighborhood	\$ 2,016,432	\$ 2,157,582	\$ 2,157,582
Locust Street	\$ 1,490,910	\$ 1,595,274	\$ 1,595,274
Hill Road	\$ 270,802	\$ 289,758	\$ 289,758
Skokie Ditch	\$ 2,707,333	\$ 2,896,846	\$ 2,896,846
North of Pine Street	\$ 1,656,855	\$ 1,772,835	\$ 1,772,835
Flood Prone Property - CIW	\$ -	\$ -	\$ 395,000
Subtotal Conveyance Projects	\$ 32,078,141	\$ 34,323,611	\$ 34,494,482
Soft Costs (Engineering, Fees, Contingency etc.) - not escalated			
FPDCC Fees	\$ 3,113,000	\$ 3,113,000	\$ 3,172,587
Mitigation Fees - USACE	\$ 2,220,000	\$ 2,220,000	\$ 2,200,000
Engineering	\$ 4,761,178	\$ 4,761,178	\$ -
Strand Contract R-78-2022	\$ -	\$ -	\$ 2,920,440
Strand Contract R-104-2022	\$ -	\$ -	\$ 65,000
Committed Engineering Costs			\$ 1,848,660
Construction Management - Storage	\$ 715,500	\$ 715,500	\$ -
Jacobson Contract R-108-2022	\$ -	\$ -	\$ 45,000
Strand Contract R-75-2022	\$ -	\$ -	\$ 665,800
Construction Mgmt. - Conveyance	\$ 2,141,207	\$ 2,141,207	\$ 1,000,000
Partner Payments (NTHs, WPD, D36)	\$ 669,600	\$ 669,600	\$ 669,600
Contingency	\$ 10,075,791	\$ 10,075,791	\$ 6,725,221
Subtotal Soft Costs	\$ 23,696,276	\$ 23,696,276	\$ 19,312,308
Project Total	\$ 75,721,000	\$ 79,362,730	\$ 79,362,730

Allocated Contingency at 11/1/2022 (Note 2): \$ 3,350,570

Previously Committed Costs at 10/1/2022 (Note 3): \$ 28,527,201

CCFPD Fees / Jacobsen Engineering (Note 4): \$ 3,217,587

Total Costs Committed to Date: \$ 31,744,788

Notes:

- Note 1) The original Council approved plan from November of 2020 was escalated through 12/31/2021 utilizing the U.S. Bureau of Labor Statistics December 31, 2021 Consumer Price Index report.
https://www.bls.gov/news.release/archives/cpi_01122022.htm
- Note 2) The cell highlighted in blue is the total amount of project contingency utilized as of August 1, 2022.
- Note 3) Cells highlighted in green reflect committed costs as of August 1, 2022. A "committed cost" is an amount that has already been expended or is contractually obligated to be paid in the future. The following is a summary of some of the substantial committed costs to date:
- R-51-2020 (8/4/2020): Strand - \$650,100, CCFP and Landfill Design Engineering.
 - R-25-2021 (2/19/2021): Strand - \$939,670, N. of Willow Design Engineering.
 - R-98-2021 (12/7/2022): Storm Trap Purchase - \$4,239,210
 - R-74-2022 (6/21/2022): DiMeo - \$15,285,271 (\$426,673 reimbursable)
 ^ above does not include \$1,229,286 WPD alternatives costs.
 - R-75-2022 (6/21/2022): Strand - \$665,800, N. of Willow Construction Engineering.
 - R-78-2022 (6/21/2022): Strand - \$2,920,440, Conveyance Engineering.
 - R-88-2022 (8/16/2022): USACE Mitigation Fees - \$2,200,000.
 - R-58-2019 and R-27-2020: 9/6/22 payments made to New Trier High School (\$279,600) and Winnetka Park District (\$390,000) USACE Mitigation Fees - \$2,200,000.
 - \$395,000 in flood prone property acquisition costs. In total the property acquisition cost is \$1,295,000 offset by \$900,000 grant from MWRD for a net cost of \$395,000.
 - R-104-2022 - Hibbard Road stormwater design services - \$65,000.
- Note 4) The cells highlighted in pink represent updates to the stormwater tracking spreadsheet since October 1st.. Since October 1st, there are two items added to the spreadsheet. The first accounts for the fees associated with the IGA between the Village of Winnetka and the Forest Preserve District of Cook County. This agreement will be brought to the Council for consideration on October 18, 2022 via Resolution R-106-2022 and will increase committed costs by \$3,172,587. This is \$59,587 greater than previously anticipated. Contingency has been adjusted to account for this difference. The second item is for golf course construction management costs being considered by Council on October 18, 2022 via resolution R-108-2022 with Jacobson Golf Course Design.

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH
THE FOREST PRESERVE DISTRICT OF COOK COUNTY FOR THE USE OF
FOREST PRESERVE DISTRICT LAND FOR STORMWATER IMPROVEMENTS**

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, after several large-scale, 100-year flooding events occurred in a period of only a few years, leading to significant overland and basement flooding in the Village, the Village engaged in various studies and planning for major infrastructure and other improvements for managing stormwater to reduce flooding in the Village ("***Stormwater Master Plan***"); and

WHEREAS, in 2015, the Village hired Strand Associates, Inc. ("***Consultant***") to prepare a stormwater management study and to develop and evaluate alternatives for managing stormwater within western portions of the Village; and

WHEREAS, as a result of its extensive study, the Consultant recommended the construction of certain stormwater improvements on a 49-acre parcel located at the northwest corner of Hibbard Road and Winnetka Avenue in unincorporated Cook County, Illinois ("***Property***"), which Property is owned by the Forest Preserve District of Cook County ("***District***"); and

WHEREAS, on August 2, 2017, the District and the Village entered into a "Memorandum of Mutual Understanding Related to Use of Forest Preserve of Cook County Lands for Construction and Continuous Term Usage or Stormwater Management Wetlands Project" ("***MOU***"), which MOU provided for the negotiation of an intergovernmental agreement ("***IGA***") to allow the Village to construct and install approximately 74 acre-feet of stormwater infrastructure improvements on the Property ("***Project***"); and

WHEREAS, after extensive planning and negotiations, the District and the Village desire to enter into the IGA so that the Village can engage in the Project; and

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

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

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

SECTION 2: APPROVAL OF INTERGOVERNMENTAL AGREEMENT. The Village Council hereby approves the IGA in substantially the same form as attached to this

Resolution as Exhibit A, and in a final form to be approved by the Village Manager and Village Attorney.

SECTION 3: AUTHORIZATION TO EXECUTE INTERGOVERNMENTAL 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 IGA.

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 18 day of October, 2022, pursuant to the following roll call vote:

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

Signed

Village President

Countersigned:

Village Clerk

EXHIBIT A
INTERGOVERNMENTAL AGREEMENT

October 18, 2022

R-106-2022

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

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

Above Space For Recorder's Use Only

License No. 22-0437

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE VILLAGE OF WINNETKA
AND
THE FOREST PRESERVE DISTRICT OF COOK COUNTY**

This INTERGOVERNMENTAL Agreement ("***Agreement***"), effective upon the last dated signature below, by and between THE VILLAGE OF WINNETKA, an Illinois home rule municipality, ("***Village***"), and THE FOREST PRESERVE DISTRICT OF COOK COUNTY, a special district of the State of Illinois, ("***District***"), individually referred to as "***Party***," and collectively referred to as "***Parties***".

RECITALS:

WHEREAS, the Village, by virtue of its home rule powers and the powers as set forth in Article 11, Division 139 of the Illinois Municipal Code, 65 ILCS 5/11-139-1 *et seq.*, the Village has authority to enter into this Agreement; and

WHEREAS, the District, by virtue of its powers as set forth under the Cook County Forest Preserve District Act, 70 ILCS 810/0.01, *et seq.* is authorized to enter into this Agreement; and

WHEREAS, a cooperative Intergovernmental Agreement is appropriate and such an Agreement is authorized by Article VII, Section 10 of the Illinois Constitution and the Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*;

WHEREAS, the Parties understand and agree that, since the late 1800s, stormwater in the western and southwestern portions of the Village has been conveyed through a ditch that is located north of Winnetka Avenue and west of Hibbard Road and that runs across what is now the Hibbard Road Forest Preserves, discharging by a pump (commonly referred to as the "***Winnetka Road Pump Station***") into the Skokie River; and

WHEREAS, currently, all of the stormwater from the western and southwestern portions of the Village is eventually conveyed through this system during rain events; and

WHEREAS, due to storage and conveyance limitations within the Village and the District's properties, substantial areas within the Village experience severe flooding during moderate and severe rain events; and

WHEREAS, the Hibbard Road Forest Preserves are also inundated by stormwater runoff during moderate and severe rain events, which impacts the conservation value and recreational potential of the property identified as a long-term property asset of the District; and

WHEREAS, the District's properties that are subject to this Agreement were part of the largest Civilian Conservation Corps project in the nation to build a regional flood control and recreational project; and

WHEREAS, according to historic documents, the District acquired land in and around the Skokie Lagoons area with the intention that it would be used for flood control, conservation, and recreation, and engaged in a depression-era project to provide fishing and outdoor recreation, as well as substantial flooding relief to the communities along this system, including the Village; and

WHEREAS, the District property that is subject to this Agreement is unique in that, as the District acquired the property, it was understood and accepted that the site was part of the overall Skokie Lagoons flood control system; and

WHEREAS, the Village proposes to adapt this flood control system in a manner that is consistent with both the existing lagoon projects and the land use mission of the District; and

WHEREAS, in late 2015, the Village entered into a contract with Strand Associates, Inc. to establish a broad and comprehensive menu of potential relief projects related to the extensive and destructive flooding that currently occurs during significant rainfall events in the Village resulting in a final report titled *Stormwater Alternatives Study for Western and Southwestern Winnetka* ("**Strand Report**"); and

WHEREAS, in June 2016, the Winnetka Village Council reviewed the Strand Report and all of the public comment and information from the public meetings, and after an extensive community and stakeholder response, determined that certain flood mitigation options warranted further action towards implementation; and

WHEREAS, on August 2, 2017, the District and the Village entered into a "Memorandum of Mutual Understanding Related to Use of Forest Preserve of Cook County Lands for Construction and Continuous Term Usage or Stormwater Management Wetlands Project" ("**MOU**"), which MOU provides the high level concepts and baseline conditions for the Village to pursue a Land Use License ("**License**") from the District for the construction and continuous term usage of certain land restoration and stormwater improvements ("**Project**") to the District's 49.1 +/- acre forest preserve property legally described in **Exhibit A** to this Agreement ("**Property**"), sometimes referred to as the Hibbard Road Forest Preserve, located in the southwestern part of the Village, to function as part of the Village's flood control system; and

WHEREAS, the Project consists of the construction and installation of approximately 74 acre-feet of stormwater infrastructure improvements across approximately 15.4 acres of surface area, including a variety of conveyance, storage, water quality improvements, and open-water feature, wetlands, and sedge meadow, as well as local and private green infrastructure improvements, naturalized plantings, and water quality monitoring to address flooding in the Village; and

WHEREAS, the MOU called for and contemplated that as a precondition for the Project, the Village would enter into intergovernmental agreements with the Winnetka Park District, Winnetka Public School District No. 36, and New Trier High School District No. 203 to allow the Village to construct passive stormwater storage on their properties upstream of the Property; and

WHEREAS, on June 28, 2019, the Village entered into an “Intergovernmental Cooperation Agreement Regarding Stormwater Improvements at Duke Childs Field” with the Board of Education of New Trier High School District No. 203 (“***Duke Childs Field IGA***”); and

WHEREAS, on January 7, 2020, the Village entered into an “Intergovernmental Cooperation Agreement Regarding Stormwater Improvements at Crow Island School” with the Board of Education of Winnetka Public School District No. 36 (“***Crow Island School IGA***”); and

WHEREAS, on March 10, 2020, the Village entered into an “Intergovernmental Cooperation Agreement Regarding Stormwater Improvements at the Skokie Playfield” with the Winnetka Park District (“***Skokie Playfields IGA***”); and

WHEREAS, on March 10, 2020, the Village entered into an “Intergovernmental Cooperation Agreement Regarding Stormwater Improvements at the Crow Island Park” with the Winnetka Park District (“***Crow Island Park IGA***”) (the Duke Childs Field IGA, Crow Island School IGA, Skokie Playfields IGA, and Crow Island Park IGA are, collectively, the “***IGAs***”); and

WHEREAS, as of the date of this Agreement, pursuant to the IGAs, the Village has commenced construction and agrees to complete as much passive stormwater storage upstream of the Property north of Willow Road within one (1) year of completion of storage on Forest Preserve land in accordance with its obligations under the MOU; and

WHEREAS, all the contingencies and requirements of the MOU have been completed to the satisfaction of both parties; and

WHEREAS, the Project satisfies the criteria of the District’s Land Policy Ordinance, Land Management Policy, other District policies, and the “Cook County Forest Preserve District Code,” as amended (“***District Code***”); and

WHEREAS, the Village and the District by this instrument, desire to determine and establish their respective responsibilities toward engineering, right of entry, construction, funding and maintenance of the Project.

NOW, THEREFORE, in consideration of the aforementioned recitals and the mutual covenants contained herein, the Parties agree as follows:

I. INCORPORATION OF RECITALS

The recitals set forth above are incorporated herein and made a part hereof.

II. LEAD AGENCY

The Village shall serve as the lead agency for the construction of the Project. In its capacity as the lead agency, the Village shall be responsible for procuring and coordinating all aspects of construction of the Project.

III. ENGINEERING

- A. The Village agrees that it has or will perform the final design engineering, obtain necessary surveys, and prepare the final plans and specifications for the Project, including the construction of the open-water feature, wetlands, and sedge meadow, as set forth in **Exhibit B**. All notations, as indicated on the plan marked Exhibit B, are part of and integrated into this Agreement.
- B. The Village has provided the District the final plans and specifications for the Project. The District shall review the plans and specifications which impact the District's maintained facilities within thirty (30) business days of receipt thereof. If the Village does not receive comments or objections from the District within this time period, the lack of response shall be deemed approval of the plans and specifications. Approval by the District shall mean the District agrees with all plans and specifications, including alignment and location of the Project improvements which impact the District's maintained facilities. In the event of disapproval, the District will detail in writing its objections to the proposed plans and specifications for review and consideration by the Village. The Village shall give reasonable consideration of any objections by the District and provide the District with reasons for rejection of any of the District's objections (the final approved plans and specifications, after the Village has responded to any objections by the District, are the "*Plans and Specifications*").
- C. Any dispute concerning the Plans and Specifications shall be resolved in accordance with Section XI.D of this Agreement.
- D. The Village agrees to assume the overall Project responsibility, including obtaining all permits and approvals required by federal, state, county, and local law, including, without limitation, such permits and approvals that may be required by the U.S. Army Corps of Engineers, Illinois Department of Natural Resources, Metropolitan Water Reclamation District of Greater Chicago, Cook County, and the Illinois Environmental Protection Agency. The Village also agrees to obtain any other necessary consents (County, Township, Municipal, Railroad, Utility, private third party, etc.) as may be required for the Project. As the owner or lessee of the real estate, the District agrees to fully cooperate and be

a co-applicant if necessary, with the Village and its representatives in its applications for appropriate permits, approvals, and consents.

- E. The Village shall implement performance-based standards for the maintenance and health of the various vegetative zones and areas provided in the Project to provide a buffer against erosion or encroachment of invasives. These standards will address factors including, but not limited to, erosion and sediment control, invasive species control and removal, vegetative quality, and the ratio of native to non-native vegetation. The performance-based standards are attached as **Exhibit C** (“*Performance-Based Standards*”).

IV. ISSUANCE OF LICENSE

This Agreement shall constitute a License for the Village (its agents, employees and contractors) to construct the Project on the portion of the Property identified in **Exhibit D** (“*Licensed Area*”).

V. UTILITY RELOCATION

- A. The District agrees to cooperate with necessary adjustments to existing utilities located within the Property, where improvements to District facilities are proposed to be done as part of the Project, at no expense to the Village.
- B. To the extent applicable, the Village agrees to make arrangements for and issue all permits for the Project required adjustments to utility facilities located on existing Village rights-of-way, and on proposed Village rights-of-way which are outside areas of District jurisdiction, and where improvements to Village facilities are proposed to be done as part of the Project, at no expense to the District.

VI. CONSTRUCTION

- A. The Village shall provide construction engineering inspections for and cause the Project to be constructed in accordance with the Plans and Specifications.
- B. The active construction activity of the Project on the Licensed Area is estimated to be six months of intermittent activity, and is currently estimated to commence after November 15, 2022, and be substantially complete by December 2023.
- C. In lieu of the Parties’ former agreement to design and construct a parking lot near the intersection of Willow Road and Forest Way Drive per the MOU, the Village agrees to a one-time payment of \$250,000 to the District concurrent with the payment of tree mitigation fees. These funds will be used solely for visitor amenity projects related to the Skokie Lagoons adjacent to the Village. As part of the Project, the Village shall construct an open-water feature, wetlands, and sedge meadow in accordance with **Exhibit B**.
- D. Pursuant to the IGAs, the Village and the Village’s Stormwater Quality Improvement Program, attached as **Exhibit E**, the Village is engaged in providing water quality improvement measures upstream of the Property. Such

improvement measures shall be sufficient to capture and treat 0.5 inches of rainfall from a rain event prior to discharge into the Licensed Area. The Village will continue to construct and implement water quality improvement measures upstream of the Property so that the Village discharges a net-zero increase of stormwater and pollutant loading onto the Licensed Area in accordance with the water quality report attached as **Exhibit F**. The Village will provide the District with a water quality report after the completion of these upstream storage improvement measures and provide annual water quality reports for five years thereafter.

- E. After the Village awards the construction contract(s) for the Project, any proposed deviations from the Plans and Specifications that affect the District shall be submitted to the District for approval prior to commencing such work. The District shall review the proposed deviations and indicate its approval or disapproval in writing. If the Village receives no written response from the District within thirty (30) calendar days after delivery to the District of the proposed deviation, the proposed deviation shall be deemed approved by the District.
- F. After the Village awards the construction contract(s) for the Project, assuming there are no proposed deviations from the plans and specifications that affect the District, the Village shall provide no less than five (5) business days' written notice to the District prior to commencement of work on the Project.
- G. The District and its authorized agents shall have all reasonable rights of inspection (including pre-final and final inspection) during the progress of work on the Property included in the Project that affects the District. The District shall assign personnel to perform inspections on behalf of the District of all work included in the Project that affects the District and will advise the Village Engineer of the Village in writing or by e-mail as to the identity of the individual(s) assigned to perform said inspections.
- H. Notices required to be provided by either Party pursuant to this Agreement shall be delivered as indicated in Section XI.L of this Agreement.
- I. The Village and the District agree that a Construction Inspector/Owner's Representative shall be engaged prior to the commencement of any construction to provide inspection and oversight of the project for the District when construction activities are taking place or scheduled to be performed. The scope of work for Construction Inspector/Owner's Representative services will be jointly approved by the District and Village, contracted and managed by the District, with invoices paid directly by the Village to the service provider performing this work. Payment shall be made by the Village upon receipt of service provider's monthly invoice and upon the prior written advisement and payment recommendation of the District. The total Construction Inspector/Owner's Representative costs shall not exceed \$55,000.00. Construction Inspector/Owner's representative professional services will

commence with the Project's pre-construction meeting and conclude upon the non-Ecological Land Restoration portion of the Project reaching the substantial completion milestone. It is expected that that this will require approximately six months of active service. If the project construction duration causes the costs for the Inspector/Owner's Representative to exceed the agreed upon cost for Inspector/Owner's Representative services set forth in this Section, the District and the Village will jointly negotiate and approve additional expenses for the services, as needed, to complete the project prior to exhausting the agreed upon not-to-exceed costs, provided that the Village will not unreasonably withhold approval of such needed expenses.

- J. The Village and/or its contractors shall at all times conduct the construction or repair in such manner as to minimize inconvenience and reasonably protect the general public. The Village and/or its contractors shall furnish and maintain barricades, temporary fencing and warning signs as may be necessary to protect the construction or repair and safeguard the public at the Village's and/or its Contractor's expense.
- K. The Village shall give notice to the District upon completion of 70% and 100% of all Project construction contracts that are directly related to the District, and the District shall make an inspection thereof not later than ten (10) calendar days after notice thereof. If the District does not perform a final inspection within ten (10) calendar days after receiving notice of completion of 100% of all Project construction contracts or other inspection arrangements are not agreed to by the Parties, the Project shall be deemed accepted by the District. The Village's representative(s) shall join in on such inspection. In the event said inspections disclose work that does not conform to the Plans and Specifications, the District's representative shall give immediate verbal notice to the Village Engineer of any deficiency and shall thereafter deliver within five (5) calendar days a written list identifying such deficiencies to the Village Engineer. Identified deficiencies shall be subject to joint re-inspection upon completion of the corrective work. The Parties shall perform joint re-inspections within seven (7) calendar days after receiving notice from the Village that the deficiencies have been remedied.
- L. The Village shall have the right, in its sole judgment and discretion, to cancel or alter any or all portions of the work that comprises the Project due to circumstances either known or unknown at the time of bidding or arising after this Agreement was entered into. Notwithstanding the above, the District shall have the right to approve or deny any alterations to the work (including Plans and Specifications) in the same manner and pursuant to the same procedure as set forth in Section III.B of this Agreement that impact the Licensed Area.
- M. The Village shall install a minimum of two Project Information signs at visible locations as directed by the District before the start of tree removal or any other on-site construction activities. Signs shall contain basic project information and contact information for additional information on a website or call number to be maintained by the Village for the duration of the construction. Design and content

of the signs shall meet the approval of the District.

- N. Temporary fencing shall be installed along the perimeter of the designated work area as set forth in Exhibit D prior to the commencement of any construction operations. All fencing shall be maintained in place throughout construction and shall be repaired as needed by the Village or its independent contractor. All fencing is to remain in place until after restoration, as detailed in Section VII.D, has been completed. After acceptance of restoration by the District, all temporary fencing shall be removed from the site and disposed of off District property at the sole expense of the Village, its contractors and subcontractors.
- O. All manhole covers installed, if any, on Forest Preserve District property shall be of a type that either bolt down or incorporate some type of locking device. All manhole covers shall be set flush with the final grade.

VII. POST-PROJECT OBLIGATIONS

- A. Should the post-project water quality monitoring of the stormwater that flows from the Village onto the Licensed Area pursuant to the infrastructure built by the Village as part of the Project indicate a pattern that does not achieve anticipated water quality improvements, and upon notice by the District to the Village, the Village will: (1) initiate an investigation to identify the source(s) of the measured water quality deficiencies; (2) develop an action plan, with District input and concurrence, to address the measured water quality deficiencies; (3) implement the agreed action plan; (4) perform follow-up monitoring to confirm that the corrective action has satisfactorily addressed the measured water quality deficiencies; and (5) provide the District with annual reports on water quality monitoring efforts and results by the Village for five years following the corrective action.
- B. The Village will maintain the infrastructure constructed as part of the Project during the term of the License.
- C. The Village will maintain the health of the various vegetative zones and areas that are part of the Project in accordance with the Performance-Based Standards.
- D. All areas temporarily disturbed by construction operations shall be restored to a pre-existing condition. In all areas proposed to be disturbed by construction excavation operations, restoration shall be done in accordance with the approved plans attached hereto as **Exhibit G**. All materials must meet the approval of the District. In all wetland areas where equipment mats are proposed to be used to protect the wetlands, the Village will remove equipment mats at the conclusion of construction and inspect the area for additional restoration requirements. Further restoration necessary, if any, will be determined as a result of consultation with the District, the Village, and any permitting agencies.
- E. The Village or its independent contractor shall meet the specifications and requirements of the District to perform tree planting, all fine grading, seeding

work, and mulching as required in this Agreement. The work shall be done under the supervision of the District in the proper season for such work.

VIII. FINANCIAL

- A. The Village agrees to pay all Project-related engineering, construction engineering, and construction costs for the Project.
- B. Upon execution of this Agreement and the receipt by the Village of the Agreement, the Village shall pay the District a contribution of \$500,000 for ecological land restoration in the sub-watershed.
- C. Pursuant to the MOU, the Village has made a contribution to the District of \$50,000.00 to offset the costs incurred by the District for overall planning for the Skokie Lagoons.
- D. Prior to the commencement of Construction, the Village shall pay the District the following fees:
 - 1. A License application fee of \$500.00 to satisfy the requirements of the District Code.
 - 2. A License Fee of \$72,000.00 per acre as noted in Exhibit D, for a total amount of \$1,105,704.00.
 - 3. A Youth Education, Land Acquisition, Restoration (YELAR) Program fee of \$3,600 to satisfy the requirements of the District Code.
 - 4. A Construction Access Permit Fee. At the time of the execution of this Agreement, the Construction Access Permit Fee is estimated to be \$9,125.69. The actual Construction Access Permit Fee will be calculated in accordance with the District Code based on the actual construction/staging land area and the actual Project construction duration. All construction operations, vehicle movements and material storage shall take place within the Licensed Area as described below and as shown on the plan attached hereto as **Exhibit D**. Payment of the Construction Access Permit Fee is for temporary use of District land for the purposes of using vehicles and construction equipment and storing construction materials thereon in connection with the construction of the facilities on any District land outside the Licensed Area as set forth in the Agreement. All such temporary use shall be in accordance with the terms and conditions of the Construction Access Permit attached hereto as **Exhibit H**. All surplus excavated material, trees or stumps removed, and any other debris resulting from construction shall be disposed of off of District property. All ditches shall be restored back to their original contours except as noted on the approved plans. Underground utilities to be crossed or paralleled shall be located by the owner of the facility upon request of the contractor. The Village shall give notice prior to

construction to facility owners as otherwise provided in this Agreement. The Village at its expense shall expose by hand any underground facility to be crossed prior to the use of any machinery. In the case of trenching, all trenches will be backfilled and mechanically compacted before topsoil is placed over trench.

5. Tree mitigation fees in the amount of \$1,248,656.54 for tree removal compensation per the District Tree Mitigation Plan based on the total number of trees that must be removed to construct the Project. This fee shall be paid by the Village in one lump sum prior to the commencement of any tree removal or other on-site construction of the Project. Notwithstanding anything to the contrary in the District Tree Mitigation Plan, the Parties agree that the Village shall not be required to pay any tree mitigation fees for the removal of any Buckthorn trees, Ash trees, or standing dead trees. It is further agreed that the Village may cut, trim and remove any *new* trees, shrubs or forest growth only within the Licensed Area to keep it cleared during construction. However, no trees, shrubs, or forest growth located outside of the Licensed Area shall be cut, trimmed or removed nor shall any building or utilities of the District be disturbed without the permission of the General Superintendent of the District or his authorized representative.
6. Prior to the commencement of any tree removal, the Village or its contractor shall in accordance with Section 6-1-2 and 6-1-3 of the Official Code of the Forest Preserve District (the "Code") deposit a Certified or a Cashier's Check drawn to the order of the District in the amount of \$125,000 (One Hundred Twenty-Five Thousand Dollars) to be held as a guaranty that all the conditions and provisions prescribed herein with respect to restoration of the premises to their former condition after construction shall be complied with.

E. The project requires mitigation of existing wetlands to satisfy U.S. Army Corps of Engineers requirements.

1. In consultation with the District, the Village has obtained verification from the U.S. Army Corps of Engineers that wetlands mitigation at the Paul Douglas Preserve ("Paul Douglas") are acceptable. Accordingly, the Village has entered into a Mitigation Agreement (**Exhibit I**) with HGS, LLC, d/b/a RES Environmental Operating Company, LLC ("**RES**"), dated August 16, 2022, pursuant to which RES will implement the mitigation project and undertake the regulatory, land management, and administrative work for implementing the mitigation project at the Paul Douglas Preserve for a cost not to exceed \$2,200,000.00.
2. In accordance with the Mitigation Agreement, RES will be granted access to the Paul Douglas Preserve to evaluate the property and implement the Mitigation Agreement and seek any approval from applicable government

authorities.

3. RES will be required to coordinate and cooperate with the District's Department of Resource Management through its acting Director regarding its performance of the services at Paul Douglas as directed by and in accordance with the Mitigation Plan, including, but not limited to, final design, logistical operations on site, and project schedule.
4. The Village shall inform the District, with 30 days written notice, prior to any exercise of termination rights with respect to the Mitigation Agreement with RES.

IX. ADDITIONAL MAINTENANCE PROVISIONS

- A. During and after construction of the Project, the District shall continue to maintain all portions of the Property that are not to be improved or maintained by the construction contractor(s) pursuant to the Plans and Specifications.
- B. All items of construction which are stipulated in this Agreement to be maintained by the District shall, upon completion of construction and final inspection, be the sole maintenance responsibility of the District, and all items of construction which are stipulated in this Agreement to be maintained by the Village shall, upon completion of construction, be the sole maintenance responsibility of the Village.
- C. In the event that the Village fails to comply with the Maintenance Plan or any of the other terms and conditions of this Agreement and the District determines that as a result of that failure the infrastructure should be removed or relocated, the District shall provide the Village with written notice of such determination and the Village shall thereafter have 90 days to bring the facilities into compliance with the terms and conditions of this License Agreement; provided that the Village shall be provided such additional reasonable time beyond the 90 days to bring the Licensed Area into compliance so long as the Village is diligently undertaking the work necessary to ensure compliance. If the Village fails to bring the Licensed Area into compliance with the terms and conditions of the Agreement pursuant to the terms of this Paragraph, then the District may provide the Village with written notice requiring that the infrastructure be relocated or removed by the Village to the extent reasonably practical and permitted by law, at the sole cost and expense of the Village within 24 months after the District's notice. Upon receipt of such notice, at the Village's option, the District and the Village shall discuss alternatives to such removal or relocation. Any alternative proposal that is agreed upon must be documented by written agreement executed by authorized representatives of the District and the Village. In addition, upon termination of this Agreement, the Village may, at the District's election, be required to remove the infrastructure to the extent reasonably practical and permitted by law. Upon failure of the Village to properly maintain said facilities, or failure to relocate or remove the same as required herein, the District shall have the right to cause the same to be done, and it is understood and agreed that the

Village shall reimburse the District for cost or expense of such maintenance, relocation, or removal.

X. TERM AND TERMINATION

- A. The Term of this Agreement shall be 40 years from the Effective Date of this Agreement ("*Initial Term*"). At the end of the Initial Term, unless either (i) the Village delivers to the District a written notice of non-renewal and termination at least 90 calendar days prior to the end of the Initial Term, or (ii) the District delivers to the Village a written notice of non-renewal and termination at least five calendar years prior to the end of the Initial Term, this Agreement shall automatically renew for successive one-year periods (each a "Renewal Term") without additional notice, action or approval of the corporate authorities of the Parties, unless and until terminated in accordance with Subsection X.B or X.C of this Agreement. At the end of the Initial Term, the Parties may also elect to extend this Agreement by an additional 40-year term pending additional approval of the corporate authorities of both Parties with waiver of any subsequent license fees due only to the extension of the term. During any Renewal Term, this Agreement may be terminated: (i) at any time by mutual written consent of the Parties; or (ii) for breach of any obligation under this Agreement after the Cure Period under Subsection X.C has expired.
- B. The District shall have the right to terminate this Agreement in the event the construction work on the Project is not completed within five years subsequent to the date of full execution of this Agreement.
- C. If any party shall at any time be in default in the performance of any of the terms, conditions or provisions of this Agreement and the defaulting party shall fail to remedy such default within 90 days after written notice thereof from the non-defaulting party, then the non-defaulting party may terminate this Agreement upon written notice to the defaulting party. If the default cannot be cured within 90 days due to the nature of the default, the non-defaulting party shall not be permitted to terminate this Agreement so long as the defaulting party is diligently working to cure the default in a reasonable amount of time based on the nature of the default.
- D. Notwithstanding any termination or expiration of this Agreement, the District shall retain all ownership of the infrastructure that is construed by the Village on the Property. This provision shall survive termination or expiration of this Agreement.
- E. In the event of termination or non-renewal of this Agreement, the Village and the District shall mutually cooperate to reach an agreement on what infrastructure constructed as part of the Project the Village must remove from the Licensed Area and restore the Property provided that such removal and restoration is reasonably practical and permitted by law.

XI. GENERAL PROVISIONS

- A. It is understood and agreed that this Agreement constitutes the complete and exclusive statement of the agreement of the Parties relative to the subject matter hereof and supersedes and replaces the MOU and all other previous oral and written proposals, negotiations, representations or understandings concerning such subject matter.
- B. Wherever in this Agreement approval or review by either the District or the Village is provided for, said approval or review shall not be unreasonably delayed or withheld.
- C. In a timely manner following execution of this Agreement, each Party shall designate in writing, or by e-mail a representative who shall serve as the representative of the said Party during the performance of this Agreement. Each representative shall have authority, on behalf of such Party, to make decisions relating to the work covered by this Agreement. Representatives may be changed, from time to time, by subsequent written notice including e-mail. Each representative shall be readily available to the other Party.
- D. In the event of a dispute between the District and the Village in the carrying out of the terms of this Agreement, the Village Engineer and the General Superintendent of the District shall meet and resolve the issue. In the event that they cannot mutually agree on a resolution of items described above in this paragraph the decision of the District's General Superintendent shall be final.
- E. This Agreement may be executed in two (2) or more counterparts, or electronically, each of which shall be deemed an original and all of which shall be deemed one and the same instrument.
- F. This Agreement may only be modified by written modification executed by duly authorized representatives of the Parties.
- G. At the option of either Party, this Agreement and the covenants contained herein shall become null and void in the event the contract covering the construction work contemplated herein is not awarded within three (3) years subsequent to the date of execution of this Agreement and the Party's Board that exercises the option votes to terminate this Agreement.
- H. Subject to the terms and conditions herein, this Agreement shall remain in full force and effect until the portion of the Project that is constructed on property owned or leased by the District is removed or the Agreement is otherwise terminated.
- I. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and approved assigns. No Party shall sell, assign or otherwise transfer its interest under this Agreement without the written approval of the other Party.

- J. The failure by the Village or the District to seek redress for violation of or to insist upon the strict performance of any condition or covenant of this Agreement shall not constitute a waiver of any such breach or subsequent breach of such condition or covenant. No provision of this Agreement shall be deemed waived by the Village or the District unless such provision is waived in writing and agreed upon by both Parties.
- K. It is agreed that the laws of the State of Illinois shall apply to this Agreement and that, in the event of litigation, venue shall lie in Cook County, Illinois.
- L. All written reports, notices and other communications related to this Agreement shall be in writing and shall be personally delivered, mailed via certified mail, overnight mail delivery, or electronic mail delivery to the following persons at the following addresses:

To the Village:

Village of Winnetka
510 Green Bay Road
Winnetka, Illinois 60093
Attn: Robert M. Bahan, Village Manager
rbahan@winnetka.org

with a copy to:

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

To the District:

Arnold Randall
General Superintendent
The Forest Preserve District of Cook County
536 North Harlem Avenue
River Forest, IL 60305
Arnold.Randall@CookCountyIL.gov

with a copy to:

Lisa Lee
Chief Attorney
The Forest Preserve District of Cook County
69 W. Washington St., Suite 2010
Chicago, IL 60602
Lisa.Lee@CookCountyIL.gov

- M. The District agrees to maintain books and records related to the performance of this Agreement and necessary to support amounts charged to the Village under the Agreement for a minimum of three (3) years from the date of substantial completion of the Project. The District further agrees to cooperate fully with any audit and to make its books and records within its custody or control available to the Village or any other governmental agency or agent thereof that is authorized to audit or inspect such books and records.

- N. The introductory recitals included at the beginning of this Agreement are agreed to and incorporated into this Agreement.
- O. Time is of the essence in the performance of all terms and provisions of this Agreement.
- P. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement will remain in full force and effect and will in no way be affected, impaired, or invalidated.
- Q. This Agreement will be construed without regard to the identity of the Party which drafted the various provisions of this Agreement. Every provision of this Agreement will be construed as though all Parties to this Agreement participated equally in the drafting of this Agreement. Any rule or construction that a document is to be construed against the drafting party will not be applicable to this Agreement.
- R. Exhibits A through I attached to this Agreement are, by this reference, incorporated in and made a part of this Agreement. In the event of a conflict between an exhibit to this Agreement and the text of this Agreement, the text of this Agreement will control.
- S. The provisions of this Agreement are and will be for the benefit of the District and Village only and are not for the benefit of any third party, and accordingly, no third party shall have the right to enforce the provisions of this Agreement.
- T. Neither Party shall be responsible for delays in performing their obligations under this Agreement, if such interruptions are caused by strikes, lockouts, embargos, riots, wars, acts of terrorism, acts of civil or military authority, government regulation, fire, flood, natural disasters, pandemics, epidemics, acts of God, force majeure, material or equipment shortages, transportation or fuel shortages, failures or malfunctions of telecommunications services or utility equipment, power outages, or any other cause not under the control of either Party.
- U. The rights granted in this Agreement, the restrictions imposed by this Agreement, and the agreements and covenants contained in this Agreement shall be rights, restrictions, agreements and covenants running with the land, shall be recorded against the Property and shall be binding upon and inure to the benefit of the District and the Village and their respective heirs, executors, administrators, successors, assigns, agents, licensees, invitees, and representatives, including, without limitation, all subsequent owners of the Property, or any portion thereof, and all persons claiming under them. If any of the rights, restrictions, agreements or covenants created by this Agreement would otherwise be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provision, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then such rights, restrictions,

agreements or covenants shall continue only until 21 years after the death of the last survivor of the now living lawful descendants of the current Governor of the State of Illinois.

- V. This Agreement creates a License only, and the Village does not hold and shall not claim at any time any interest or estate of any kind or extent whatsoever on the Property by virtue of this License or the Village's use of the Licensed Area. In the event that for any year or partial year following issuance of the License, the taxing authorities of Cook County assess any general real estate taxes against the Licensed Area, the Village or any other party pursuant to this Agreement, including but not limited to any assessment pursuant to 35 ILCS 200/15-60 and 200/9-195, the Village shall protect, defend, and hold the District harmless from any and all such tax liability and the Village shall be responsible for the payment of such taxes when first due and owing and before any penalty attaches.

XII. INSURANCE AND CASUALTY

- A. The Village or its contractor(s) shall maintain the following insurance coverage relating to the construction, maintenance, and repair of the Project on the Licensed Area:
- 1 Worker's Compensation and Occupation Disease Insurance, in accordance with the laws of the State of Illinois, or any other applicable jurisdiction, covering all employees who are to provide a service under this Agreement. Employer's liability coverage with limits of not less than \$500,000.00 for bodily injury by each accident, \$500,000.00 bodily injury by disease each employee, \$500,000.00 bodily injury by disease policy limits.
 - 2 Commercial General Liability Insurance (Primary and Umbrella): Commercial General Liability Insurance or equivalent with limits of not less than \$2,000,000.00 combined single limits per occurrence and aggregate for bodily injury, property damage and personal injury. (The limit of coverage may be a combined limit of the Primary and Excess Liability).
 - 3 Automobile Liability Insurance (Primary and Umbrella): Commercial Automobile Liability Insurance covering owned, non-owned, and hired vehicles, including the loading and unloading thereof, with limits of not less than \$1,000,000 per occurrence combined single limit, for bodily injury and property damage.
 - 4 Insurance Requirements: All policies of insurance required hereunder shall be written by carriers, which possess A- policyholders rating or better and a minimum Class VII financial size category as listed at the time of issuance by AM Best Insurance Reports (the aforesaid rating classifications to be adjusted if and to the extent that Best adjusts its rating categories). The Commercial General Liability Policy and Automobile

Liability Policy shall be on a primary and noncontributory basis with respect to any insurance or self-insurance programs carried or administered by the District.

- 5 All policies of commercial general liability insurance shall name the District as an Additional Insured for any and all injury, damage, liability, expenses or judgments arising out of the construction, maintenance, and/or repair of the Project on property owned or leased by the District.
- 6 All policies shall provide that they may not be canceled, renewed or reduced unless at least thirty days' prior written notice thereof has been provided to the Additional Insured.
- 7 Insurance Certificates: The Village or its contractor(s) shall furnish insurance certificates as evidence of the required coverage to the District. No construction shall commence prior to the District's receipt of the certificates and approval of the insurance coverage.

XIII. INDEMNIFICATION

To the fullest extent permitted by law, the Village shall, and it shall require its contractor(s) working on the Project to, indemnify, defend and save harmless the District and its commissioners, officers, directors, employees, and agents from any and all claims, suits, actions, costs and fees of every nature or description, arising from, growing out of, or connected with the work to be performed under this Agreement by or on behalf of the Village, and such indemnity shall not be limited by reason of any insurance coverage requirements herein. Nothing herein contained shall be construed as prohibiting the District, its commissioners, officers, directors, employees, and agents from defending through the selection and use of their own agents, attorneys and experts, any claims, actions or suits brought against them. The Village, and its contractor(s), shall likewise be liable for the costs, fees and expenses incurred in the defense of any such claims, actions, or suits against the District, its commissioners, officers, directors, employees, and agents. This provision shall survive termination or expiration of this Agreement.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS THEREOF, the Parties have executed this Agreement on the dates indicated.

THE FOREST PRESERVE District OF COOK COUNTY

By: _____
Tom Preckwinkle
President

Attest: _____
Lynne Turner, Secretary

Date: _____

THE VILLAGE OF WINNETKA

By: _____
Christopher Rintz
Village President

Date: _____

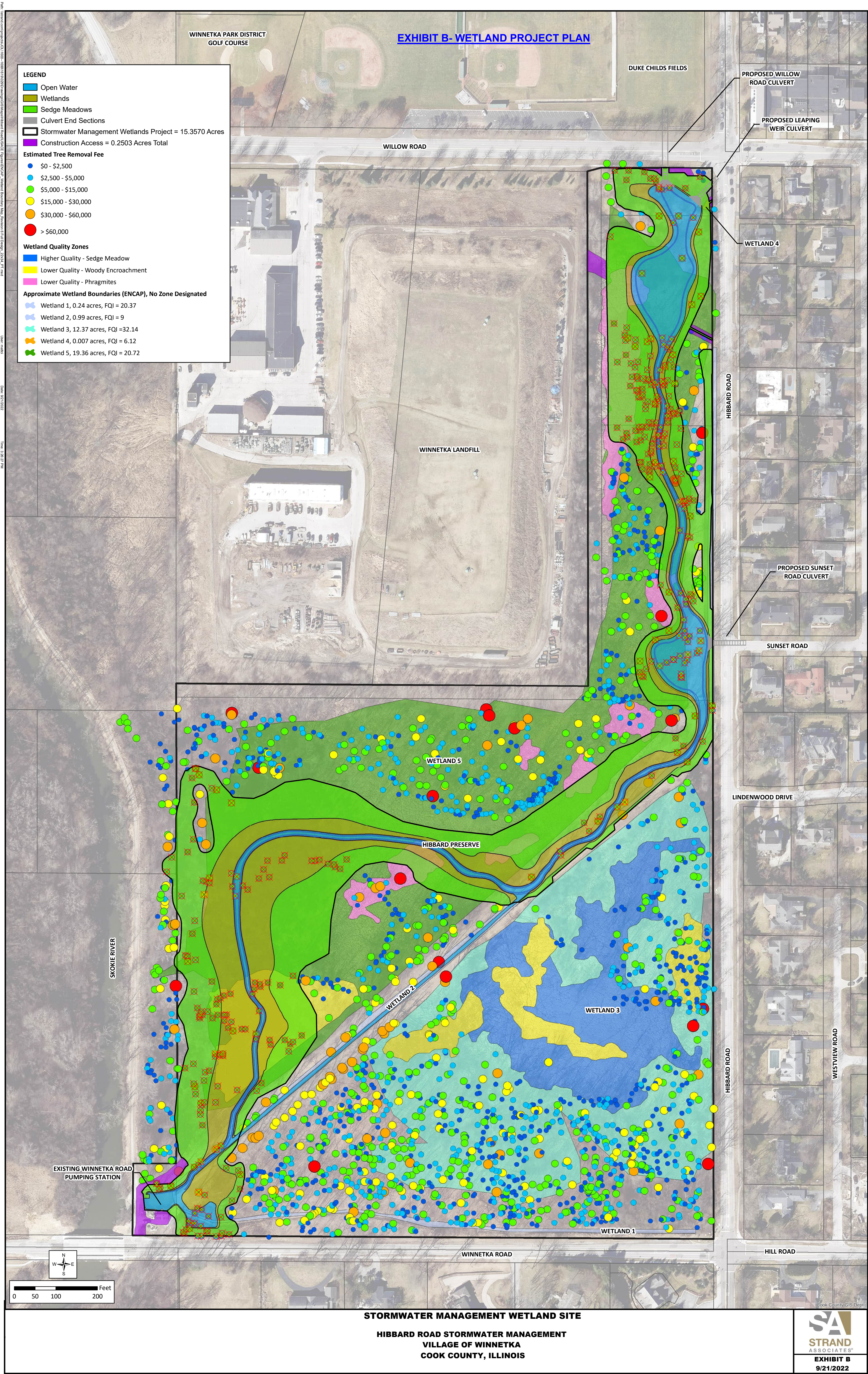
By: _____
Robert M. Bahan
Village Clerk

Date: _____

EXHIBIT A

LEGAL DESCRIPTION OF DISTRICT PROPERTY

TO BE ISSUED BY FPDCC AT TIME OF FINAL APPROVAL OF AGREEMENT



STORMWATER POND AND WETLAND MAINTENANCE GUIDEBOOK

DRAFT

Prepared by:

Center for Watershed Protection
8390 Main Street, Second Floor
Ellicott City, MD 21043
www.cwp.org
www.stormwatercenter.net



Prepared for:

Tetra Tech, Inc.
10306 Eaton Place
Suite 340
Fairfax, VA 22030

EPA Contract 68-C-99-253

September 2004

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Chapter 4: Post-Construction Inspection of Ponds and Wetlands

To ensure high quality, long-term functioning stormwater practices, inspections need to occur on a regular basis by community stakeholders and stormwater management professionals. These inspections help the stormwater manager monitor the safety, longevity, and effectiveness of these practices over time. This section outlines some tips for inspecting ponds and wetlands, focusing on the inspection frequency, inspection checklists, documentation photographs, and repair item documentation.

4.1 Inspectors

Ongoing post-construction inspections of stormwater ponds and wetlands can be conducted by a variety of stakeholders including:

- Concerned citizens and adjacent homeowners
- Homeowners Associations
- Property Managers
- Commercial, Institutional, and Municipal Owners
- Municipal Inspectors and Maintenance Crews
- Professional engineers and specialized contractors

Property owners should reach an agreement with the property management, maintenance team or landscaping contractor to conduct frequent inspection and maintenance items such as mowing, checking for clogs, and debris removal. Clearly identify the expectations so that the landscaping design is preserved for optimal stormwater treatment.

Attentive landscapers, adjacent homeowners, and homeowner associations can be the first to identify potential problems. A homeowner checklist is included in Appendix B. Several local maintenance guidebooks aimed at citizens are also available on the SMRC website (www.stormwatercenter.net) under Program Resources, STP Maintenance, STP Maintenance Educational Materials.

The range of experience needed to diagnose a problem during inspection is quantified below in Table 4.1. These skill levels are used to describe the inspection items in Table 4.2 in the next section.

Table 4.1: Inspection Skill Level Descriptions	
Skill Level	Description
0	No special skills or prior experience required
1	Inspector, maintenance crew member or citizen with prior experience with ponds and wetlands
2	Inspector or contractor with extensive experience with pond and wetland maintenance issues
3	Professional engineering consultant

4.2 Inspection Frequency

Ponds and wetlands should ideally be inspected on a monthly basis for minor items, and annually for major inspection items, such as structural components. In reality, many communities are unable to

inspect all of their ponds this frequently, and a more typical scenario is providing inspection once every three years. This less frequent full inspection can be supplemented with a routine inspection conducted by a property owner or contractor responsible for maintenance. In the case of wetlands, an additional inspection may be required after the first year to ensure that wetland plantings remain viable.

Table 4.2 shows the frequency timeline with typical inspection and maintenance items at these times. Inspection frequency may be refined by the maintenance history of the practice as generated by ground crews charged with maintenance and mowing, or other interested parties. The profile sheets referenced under maintenance items are provided in Chapter 5.

Frequency	Inspection Items (Skill Level)	Maintenance Items (Related Profile Sheet)
One time - After First Year	▪ Ensure that at least 50% of wetland plants survive (0) ▪ Check for invasive wetland plants. (0)	▪ Replant wetland vegetation (M-4 Vegetation Management)
Monthly to Quarterly or After Major Storms (>1")	▪ Inspect low flow orifices and other pipes for clogging (0) ▪ Check the permanent pool or dry pond area for floating debris, undesirable vegetation. (0) ▪ Investigate the shoreline for erosion (0) ▪ Monitor wetland plant composition and health. (0-1) ▪ Look for broken signs, locks, and other dangerous items. (0)	▪ Mowing – minimum Spring and Fall (M-4 Vegetation Management) ▪ Remove debris (M-2 Clogging) ▪ Repair undercut, eroded, and bare soil areas. (M-4 Vegetation Management)
Semi-annual to annual	▪ Monitor wetland plant composition and health. (0-1) ▪ Identify invasive plants (0-1) ▪ Mechanical components are functional (0-1)	▪ Trash and debris clean-up day ▪ Remove invasive plants (M-4 Vegetation Management) ▪ Harvest wetland plants (M-4 Vegetation Management) ▪ Replant wetland vegetation (M-4 Vegetation Management) ▪ Repair broken mechanical components if needed (M-7 Mechanical Components)
Every 1 to 3 years	▪ All routine inspection items above (0) ▪ Inspect riser, barrel, and embankment for damage (1-2) ▪ Inspect all pipes (2) ▪ Monitor sediment deposition in facility and forebay (2)	▪ Pipe and Riser Repair (M-3 Pipe Repair) ▪ Forebay maintenance and sediment removal when needed (M-5 Dredging and Muck Removal)
2-7 years	▪ Monitor sediment deposition in facility and forebay (2)	▪ Forebay maintenance and sediment removal when needed (M-5 Dredging and Muck Removal)
5-25 years	▪ Remote television inspection of reverse slope pipes, underdrains, and other hard to access piping (2-3)	▪ Sediment removal from main pond/wetland (M-5 Dredging and Muck Removal) ▪ Pipe replacement if needed (M-3 Pipe Repair)

4.3 Inspection Checklists

A community should use standard inspection checklists to record the condition of all practices, and particularly those that need frequent maintenance. Most communities will find it easier to track maintenance electronically, using either a database or spreadsheet, rather than relying on paper files. Well-designed checklists can be integrated with these systems to prioritize maintenance, track performance over time, and relate design characteristics to particular problems. To effectively achieve these goals, the checklist should:

- Be quantitative, so that maintenance can be easily prioritized
- Be very specific about possible problems to reduce subjectivity.
- Limit the use of text, particularly if integrated with a database.
- Link problems to specific actions.
- Where possible, track the function of the pond or wetland over time for future research and design.

Inspection checklists should also be grouped in the order the inspector would inspect the practice. For example, ponds should typically be inspected from downstream to upstream, so the investigation begins with the outfall channel. Sample checklists are presented in Appendix B.

For additional example checklists, consult SMRC (www.stormwatercenter.net). Checklists can be found by clicking “Program Resources” then “STP Maintenance” and “Maintenance Checklists, Reminders, and Notifications.” In addition to providing detailed “professional” checklists for various STPs, it also includes a simplified pond inspection checklist for homeowners.

4.4 Documentation of Inspection Findings

Inspectors should clearly identify the extent and location of problems identified during inspection. In addition to clearly describing problem areas on the checklists, inspectors should help repair crews locate repairs both at the site and on design plans.

Immediate Concerns

While all maintenance and inspection items are important, some maintenance concerns actually pose an immediate safety concern. Many of these are caused by missing or damaged elements that would prevent access by the public. Examples include missing manhole covers or trash racks, missing or damaged fencing when that fence prevents access to a pond with steep side slopes, or a missing or damaged grate at a large inflow or outfall pipe.

Another set of immediate pond and wetland repairs involve dam safety or flooding hazards. If a practice shows signs of embankment failure, or if an inspector is unsure, an appropriately qualified person or engineer should be called in to investigate the situation immediately. Similarly, cracks in a concrete riser that drains a large area may pose a dam safety threat.

As-built Drawings

The inspector should bring a copy of the as-built plan of the practice to mark potential corrections and problem areas on this plan. The marked up as-built plan should be stored either digitally or in a paper file system so that it can be brought out to confirm that maintenance was performed correctly on the follow-up inspection.

Photographs

Inspectors should take a core set of documentation photographs of practices being inspected. In addition, specific problem areas should be photo documented. A recommended set of core photographs for ponds and wetlands include:

- Vehicle access points.
- Overview of practice.
- Overview of principal spillway structure.
- Upstream face of dam embankment.
- Downstream face of dam embankment.
- Outfall to practice and downstream outfall from practice.
- Emergency spillway (if applicable).

In addition, because of the large number of photographs that will likely be generated, a digital camera should be used to allow photographs to be stored electronically. (In advanced database programs, these photographs can be retrieved digitally). Finally, photographs should be named using a standard convention. The photograph name should indicate the practice identification number, feature (or problem) being photographed, and date of photograph.

Field Marking

Inspectors can highlight key areas of concern with spray paint or other marker. This is particularly useful for problems that may otherwise be difficult to find by others. Marking should be used as discretely as possible. For example, only dots sprayed at the base of trees should be used to mark limits of clearing for vegetation removal. Figures 4.1 to 4.4 shows examples of helpful spray paint markings.



Figure 4.1: Marking outfall deficiencies.



Figure 4.2: Marking trees to be removed.



Figure 4.3: Marking pipe joint separation



Figure 4.4: Marking a hole in gabion fabric

Chapter 5: Maintenance Activities

Specific activities for maintaining stormwater ponds and wetlands are detailed in the following profile sheets, which are organized by the top eight maintenance concerns introduced in Chapter 1. Each profile sheet provides the following major sections:

- Problems to Inspect For
- Corrective Actions
- Cautions and Safety Tips

In addition, a subjective rating of skill level is presented with many of the maintenance activities to aid the program managers and responsible parties in understanding the severity of the problems described. Ratings and descriptions of the required skill levels can be found in Table 5.1 below.

Table 5.1: STP Maintenance Skill Level Descriptions	
Skill Level	Description
0	No special skills required.
1	Ordinary maintenance crew skill level.
2	Contractor familiar with pond and wetland maintenance issues.
3	Professional engineering consultant.

Lastly, Appendix A provides useful unit cost information for specific maintenance activities along with typical maintenance frequencies to be expected.

A directory of maintenance activity profile sheets is provided below.

Profile Sheet	Page
M-1 Permanent Pool	43
M-2 Clogging.....	47
M-3 Pipe Repairs	49
M-4 Vegetation Management	55
M-5 Dredging and Muck Removal	59
M-6 Access	63
M-7 Mechanical Components	65
M-8 Nuisance Issues	69



M-4 Vegetation Management

Problems to Inspect For

Vegetation management is the most frequent type of maintenance conducted on stormwater ponds and wetlands. In most instances, vegetation management is straightforward and does not require special expertise or equipment. However, if facilities have gone long periods of time without proper vegetation maintenance, then the level of effort and complexity of the activity can become significant.

Telltale signs of vegetative problems include the following:

- Standing water and emergent plant growth where none should be present
- Poor or spotty grass growth or completely bare areas (Figure 5.10)
- Soggy surfaces
- Excessive sedimentation at pond infalls or outfalls with corresponding emergent plant growth (Figure 5.11)
- Limited visibility or access to the principal spillway or embankment areas due to vegetation
- Deep-rooted woody vegetation (trees and shrubs) on any areas of a dam
- Woody vegetation growing in riprap on slope areas meant for erosion protection
- Signs of seepage around any tree stumps or decaying root systems on embankment areas
- Changes in vegetative color, species or height due to possible groundwater or seepage problems
- Areas where local residents have been dumping yard waste
- Pond embankments with newly planted ornamental trees or shrubs not originally included in the design
- Damaged or torn erosion control matting (ECM)
- Ruts or erosion channels in vegetated swales or level spillways
- Tree or shrub growth in or around major pond appurtenances such as the principal spillway
- Monoculture vegetation in wetland



Figure 5.10: Bare soils on embankment and slopes



Figure 5.11: Excessive vegetation near an outfall

Corrective Actions

The following describe specific activities associated with maintaining the vegetation in and around stormwater ponds and wetlands as well as the recommended skill level of the person performing the maintenance in parentheses (reference Table 5.1):

Grass and Turf

Consistent mowing and monitoring should control any unwanted vegetation. Typical mowing areas include pond bottoms (dry ponds), embankments, side slopes, perimeter areas, and access areas (Figure 5.12). The actual mowing requirements of an area should be tailored to the specific condition and grass type. Other actions to maintain grassed areas include periodic fertilizing, de-thatching, soil conditioning and re-seeding.

Most grass is hardiest when maintained as an upland meadow, cut no shorter than 6 to 8 inches. If a more manicured look is desired, special attention to the health of the turf is needed. Grass should not be cut below 4 inches. Typical mowing schedules for grass on embankments are at least twice during both the spring and fall growing seasons and once during the summer. Recommended skill level (0).



Figure 5.12: Representative mowing for wetland

Vegetated Buffer

A 10-foot un-maintained vegetated buffer around the perimeter of the pond or wetland (exclusive of the dam embankment) may be established to filter pollutants from adjacent properties and help prevent shoreline erosion (Figure 5.13). Areas set aside for pond access such as fishing can be secured with stone, timber wall or one of many commercially available plastic retaining wall products. Recommended skill level (0).



Figure 5.13: Vegetated buffer

Vegetation Harvesting

In stormwater wetlands, vegetation harvesting³ may be required. To perform wetland harvesting, selected plant materials are tagged for removal by a qualified professional, then cut and hauled to an upland disposal location. Recommended skill level (1 - 2).

³ Vegetation harvesting is removing vegetation on a routine basis and land applying it in an upland location. The purpose for vegetation harvesting is to remove plant material before winter die-off to prevent nutrients from reentering the water column and being flushed downstream.

Bare areas

Vegetation can be established by any of five methods: mulching; allowing volunteer vegetation to become established; planting nursery vegetation; planting underground dormant parts of a plant; and seeding. Seeding can come in the form of broad-cast seeding, hydro-seeding or sodding. Donor soils from existing wetlands can be used to establish vegetation within a wetland. If the soil has become compacted, it will require aeration. Areas without grass or vegetation should be vigorously raked, backfilled if needed, and covered with topsoil. Disturbed areas should be seeded and mulched if necessary. A tall fescue grass seed is often recommended; however consult the local NRCS office for the best native mixes for the project location. Recommended skill level (0).

Bare or monoculture stormwater pond and wetland slopes and bottoms offer the best opportunities to enhance areas with native trees, shrubs, and groundcovers to help the water soak into the ground. Select species that need little fertilizer or pest control and are adapted to specific site conditions. Again, contact your local NRCS office for guidance.

Unwanted vegetation

Some vegetation, such as that on embankments (Figure 5.14), requires complete removal, including root masses, to ensure that it does not return; this is often best done with landscaping Brush Hogs™ or small earthmoving equipment. Stump removal may also require tractor and chain. The removal of large trees may require the skills of a professional arborist. The use of herbicides should be avoided; however if deemed necessary, they must be applied by a state-licensed herbicide applicator. Recommended skill level range (0 - 2).



Figure 5.14: Unwanted vegetation - tree on embankment

Root removal

Roots shall be removed in the designated sections where root intrusion is a problem. To remove roots from a pipe, use mechanical devices such as rodding machines, bucket machines, and winches using root cutters and 'porcupines' or equipment such as high-velocity jet cleaners. Chemical root treatment is available but discouraged and herbicides must be applied by licensed applicators.

Roots should be removed from the embankment to prevent their decomposition within the embankment. Excavate to remove roots, then plug or cap root voids. Recommended skill level (2).

Dumping areas

Grass clippings, leaves, soil and trash are often dumped directly into storm drain inlets or stormwater ponds and wetlands. Any of these items can lead to clogging, and leaves and grass clippings release bacteria, oxygen consuming materials, and nutrients. Removal is easy assuming a suitable disposal area or trash pickup location is available. Posting signage explaining the importance of non-dumping will help dissuade the good intentioned. Signage may also advise natural lawn care to minimize the use of chemicals and pesticides. Recommended skill level (0).

Inadequate drainage slopes

To promote proper conveyance and to prevent standing water, conveyances to and from ponds and wetlands should have a minimum slope of one to two percent. Inadequate slopes typically result in the conveyances filling with sediment and vegetation (Figure 5.15). Removal of muck and vegetation from

conveyances can be accomplished with small equipment. See Section M-5 – Dredging and Muck Removal. Recommended skill level range (1 - 2).



Figure 5.15: Vegetation establishment where the inflow channel slope is inadequate to drain properly.

Cautions and Safety Tips

Although the removal of unwanted vegetation is not a professional skill, it is not without hazards. Possible hazards include cuts and scrapes from the brambles and thorns of species such as Multiflora Rose (*Rosa multiflora*) and Tear thumb (*Polygonum perfoliatum*). Overgrown vegetation can also obscure ledges, burrows, drop-offs, stumps and wasp nests.

EXHIBIT D - LICENSED AREA

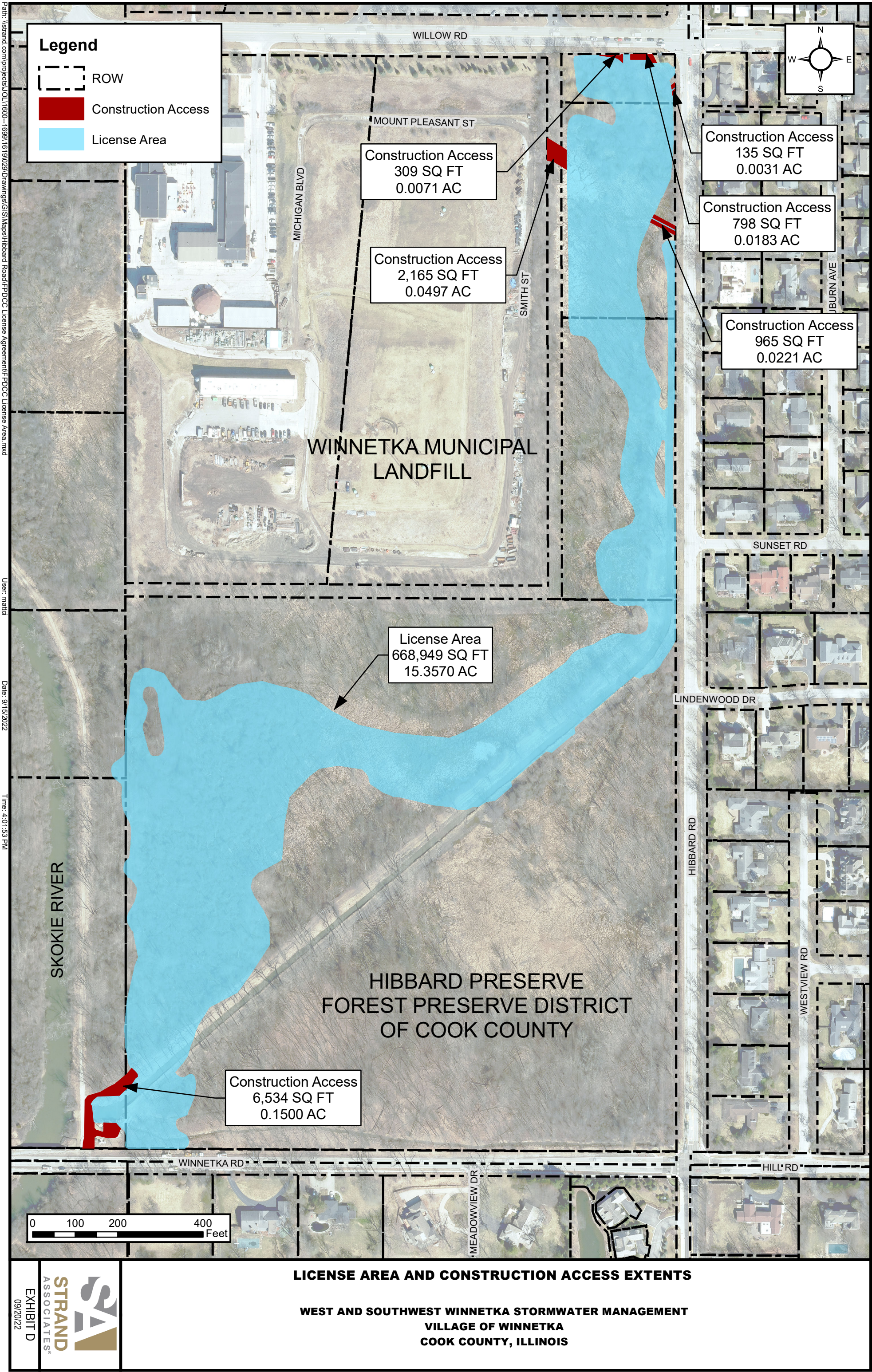


EXHIBIT E - STORMWATER QUALITY IMPROVEMENT PROGRAM

Existing Non-Structural Water Quality Improvements

The Village of Winnetka (Village) currently implements several non-structural measures to provide water quality benefits to stormwater runoff. As a municipal separate storm sewer system (MS4) operator, the Village has been and will continue to implement these measures in accordance with its National Pollutant Discharge Elimination (NPDES) Phase II permit. These **non-structural measures** include the following items.

1. Village-wide street sweeping program. The Village operates an Elgin Pelican NP sweeper with an electronic tracking system that tracks schedule and frequency of sweeping operations. The Village generally sweeps streets from April through December, and as weather allows. Each residential street is swept at least twice a month. Commercial streets get swept 2 to 3 times a month.
 - a. The Village has increased street sweeping frequency in high pollutant loading areas. These are generally the collector and arterial roadways as well as higher density residential and commercial areas.
2. Catch basin and inlet cleaning program. The Village also conducts a routine storm sewer and storm structure cleaning program. This program cleans approximately 15 to 20 percent of the storm sewer system each year.
3. Statewide phosphorus-based fertilizer ban. The State has a current ordinance pertaining to “for-hire” applicators that bans the use of phosphorus-based fertilizers. The Village also passed a subsequent ordinance (MC-1-2017) that extends the ban to all users, including private property owners.
 - a. The Village has promoted turf and landscape management programs for exempt fertilizer applicators within the watershed. The Village has leveraged its relationship with these users (including golf courses, playfields, schools, and parks) to promote reduction or elimination of phosphorus-based fertilizers and other turf management products that affect water quality.
4. NPDES Phase II permit. The Village maintains compliance with the six minimum control measures of their NPDES Phase II permit to include the following:
 - a. Public education and outreach on stormwater impacts. This effort provides the community with an understanding of the stormwater conveyance system and how dumping of pollutants to inlets or waterways adversely impacts the environment. This information also includes information pertaining to control of pet waste, leaf and yard waste management, and swimming pool maintenance.
 - b. Public involvement and participation. The Village maintains regular web-based communication with the public relative to stormwater issues. They also maintain a community hot line that allows the public to report non-stormwater discharges.
 - c. Illicit discharge detection and elimination. The Village annually conducts an illicit discharge detection and elimination process that visually inspects storm sewer outfalls in the Skokie River watershed and tracks and removes any identified non-stormwater discharges.

- d. Construction site stormwater runoff control. The Village's Public Works Department performs plan review and construction site observation to verify that soil erosion and sediment control measures are implemented in conformance with the Village's design guidelines.
- e. Post-construction stormwater management for re-development and new development projects. The Village's Public Works and Engineering Guidelines establish design criteria for new development that requires post-construction runoff rates to be equal or less than the pre-construction runoff rates.
- f. Pollution prevention/good housekeeping for municipal operations. As noted above, the Village implements several pollution prevention and good housekeeping operations to address stormwater pollutant reduction.

Existing Structural Water Quality Improvements

The Village is in the process of constructing several structural water quality practices that help to reduce existing pollutant loading, especially in conjunction with the non-structural practices outlined above. These ***structural practices*** include the following items.

1. As of June 2022, the Village began construction of two underground storage facilities immediately upstream of Forest Preserve District of Cook County (FPCC) property at Hibbard Preserve. These facilities (Duke Childs and Little Duke) will store approximately 20 acre-feet of stormwater. Furthermore, the facilities will capture the first 0.5-inch of runoff (the "first flush") from the 470-acre upstream watershed that currently flows to Forest Preserve property at Hibbard Preserve. The facilities can store 10.6 acre-feet of first-flush volume, above and beyond the 0.5-inch standard set in the Memorandum of Understanding.
2. As of June 2022, the Village began constructing mechanical treatment of the stormwater runoff from the 470-acre watershed upstream of FPCC property at Hibbard Preserve. All the first flush runoff will be routed through a Nutrient Separating Baffle Box (NSBB) providing water quality treatment. The two facilities and the NSBB will both help enhance water quality downstream.
3. As of June 2022, the Village also began construction of two stormwater wetland ponds. These facilities, located on the Winnetka Golf Club, have the capacity to store up to 58 acre-feet of runoff, all the while settling out and filtering pollutants using ponds and vegetation. These wetland ponds will help to improve water quality before runoff enters FPCC property.
4. The Village intends to implement structural water quality improvements as part of the restoration and stormwater management facilities proposed on FPCC property. These structural improvements will facilitate maintenance and routine removal of pollutants. The Village proposes the following structural measures and best management practices in the License Area on FPCC property.
 - a. The Village will construct defined sediment forebays located on FPCC lands immediately downstream of primary storm sewer outfalls. These are anticipated to be primarily immediately south of Willow Road and adjacent to Hibbard Road.
 - b. The forebays are designed to maintain the naturalized character envisioned for the FPCC property restoration.
 - c. The forebays will also serve as a polishing treatment in the stormwater quality process. Forebays will sequester residual sediment and prevent it from being deposited within the primary restoration areas on FPCC property.

- d. Proximity of the forebays to Hibbard Road will facilitate efficient access for routine long-term maintenance and inspections.
5. The Village completed WinSLAMM water quality modeling. This modeling is an industry recognized planning level tool used to estimate pollutant loadings and pollutant loading reductions that result from current and proposed practices. The Village provided FPCC with a Water Quality Report summarizing the analysis, assumptions, modeling methodology, and results. Overall, the existing and proposed non-structural and structural practices are predicted to greatly improve water quality downstream, achieving the net-zero increase of pollutant loading set forth in the Memorandum of Understanding.

Proposed Structural Water Quality Improvements

In addition to the existing practices outlined above, the Village anticipates implementing additional best management practices to further improve water quality to FPCC property at Hibbard Preserve. These future practices include conveyance improvements, green stormwater infrastructure, and post-construction stormwater monitoring.

First Flush Capture and Treatment

1. The Village is currently designing an underground storage facility upstream of FPCC property at Hibbard Preserve. This facility will be built on the Crow Island Park and School properties through an Intergovernmental Agreement with the Winnetka Park District and Winnetka School District 36. It will store up to 10.8 acre-feet of stormwater. Furthermore, the facility will capture the first 0.5-inch of runoff (the “first flush”) from the 258-acre upstream watershed that currently flows to FPCC property at Hibbard Preserve. The facility will store at least 3.5 acre-feet of first-flush volume in accordance with the 2017 Memorandum of Understanding between the Village and FPCC.
2. The Village is currently designing a mechanical treatment of the stormwater runoff from the 258-acre watershed upstream of FPCC property at Hibbard Preserve. All the first flush runoff will be routed through a proprietary stormwater treatment device providing water quality treatment to help enhance water quality downstream.

Conveyance Improvements

1. The Western and Southwestern Winnetka Stormwater Management Program (Stormwater Program) includes additional conveyance throughout the watershed upstream of the FPCC property. Large box storm sewers will be constructed throughout neighborhoods to better collect and convey stormwater as it runs off residences and businesses.
2. All conveyance improvement projects undertaken by the Village as part of the Stormwater Program will include catch basins and inlets protection to collect sediment and debris prior to the main conveyance systems. As explained in the “Existing Water Quality Improvements” section above, the Village already performs regular cleaning operations of these catch basins.

Distributed Green Stormwater Infrastructure

1. Distributed green infrastructure measures such as bioswales and rain gardens will be implemented in roadway rights-of-way throughout the watershed. Parkway bioretention swales and rain gardens are anticipated to be constructed concurrently with the large-scale conveyance projects in the scope of the Village’s stormwater improvements. These green infrastructure measures will also be strategically placed elsewhere in the watershed to optimize water quality benefits.

2. The Village intends to offer incentive-based credits to stormwater utility ratepayers for implementing water quality treatment measures such as rain gardens, rain barrels, and pervious driveways. Promotion of these practices will help improve water quality at its most upstream source, i.e., where it falls on the land.

Post-Construction Stormwater Monitoring

Following construction of the upstream water quality features, the Village will undertake a post-construction monitoring program to identify stormwater pollutant reductions realized and verify a net-zero increase in pollutant loading to FPCC property at Hibbard Preserve. The post-construction monitoring program includes the following:

1. Overview - Monitor the three primary stormwater outfalls associated with the FPCC property; south of Willow Road, north of Winnetka Avenue, and between Hibbard Road and the Skokie River (see attached Exhibit B). Samples and water quality data will be collected at the subject outfalls during a range of wet weather events to help characterize post-construction conditions and document stormwater runoff pollutant load reductions.

2. Monitoring and Sampling Criteria

- 2.1. Outfall Criteria – Selection of outfalls are shown in the attached Exhibit B.

- 2.1.1. Outfall 1 represents sampling prior to release from the FPCC property to the Skokie River and will be taken upstream of the Winnetka Road pumping station.

- 2.1.2. Outfalls 2 and 3 represent outfalls from the Western and Southwestern Winnetka watershed to the FPCC property.

- 2.2. Wet Weather Criteria – The criteria used to define a wet weather sampling event include:

- 2.2.1. Less than 0.1 inch of accumulated precipitation in the watershed 48 hours prior to the event, and,

- 2.2.2. Significant precipitation, greater than 0.1 inch of accumulation, within a six-hour period.

3. Existing Conditions Characterization

- 3.1. Wet Weather Sampling – Each of the outfalls has already been sampled for a total of five rainfall events greater than 0.1 inch of accumulation, within a six-hour period. These samples were tested for a host of parameters to help establish a pre-construction existing conditions characterization. Samples were brought to Suburban Laboratories for testing and reporting. The results of this wet weather sampling effort are included in the Water Quality Report previously submitted to FPCC.

4. Post Conditions Characterization

- 4.1. Wet Weather Sampling – Each of the outfalls will be sampled at least three times on an annual basis and categorized in one of the following categories: 0.1-inch, 0.25-inch, 0.5-inch, 1 inch, or greater than 1 inch rainfall amounts.

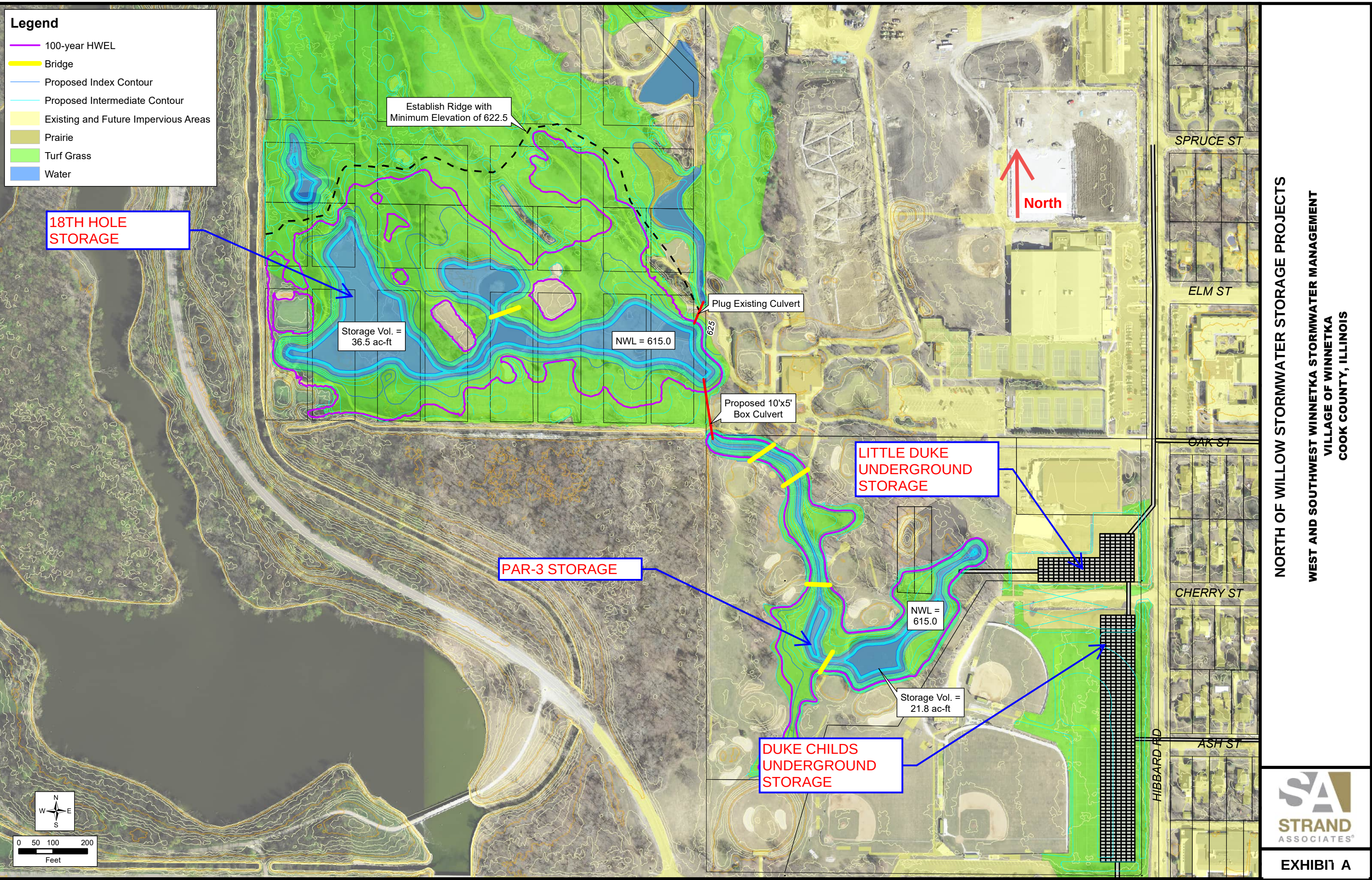
- 4.1.1. Parameters – A host of parameters will be analyzed for each sample location to include total dissolved solids (TDS), total suspended solids (TSS), total nitrates, ammonia, total Kjeldahl nitrogen (TKN), chlorides, and total phosphorus (TP).

- 4.2. Wet Weather Sampling Schedule – Each of the outfalls will be sampled and results documented following completion of the Stormwater Program.

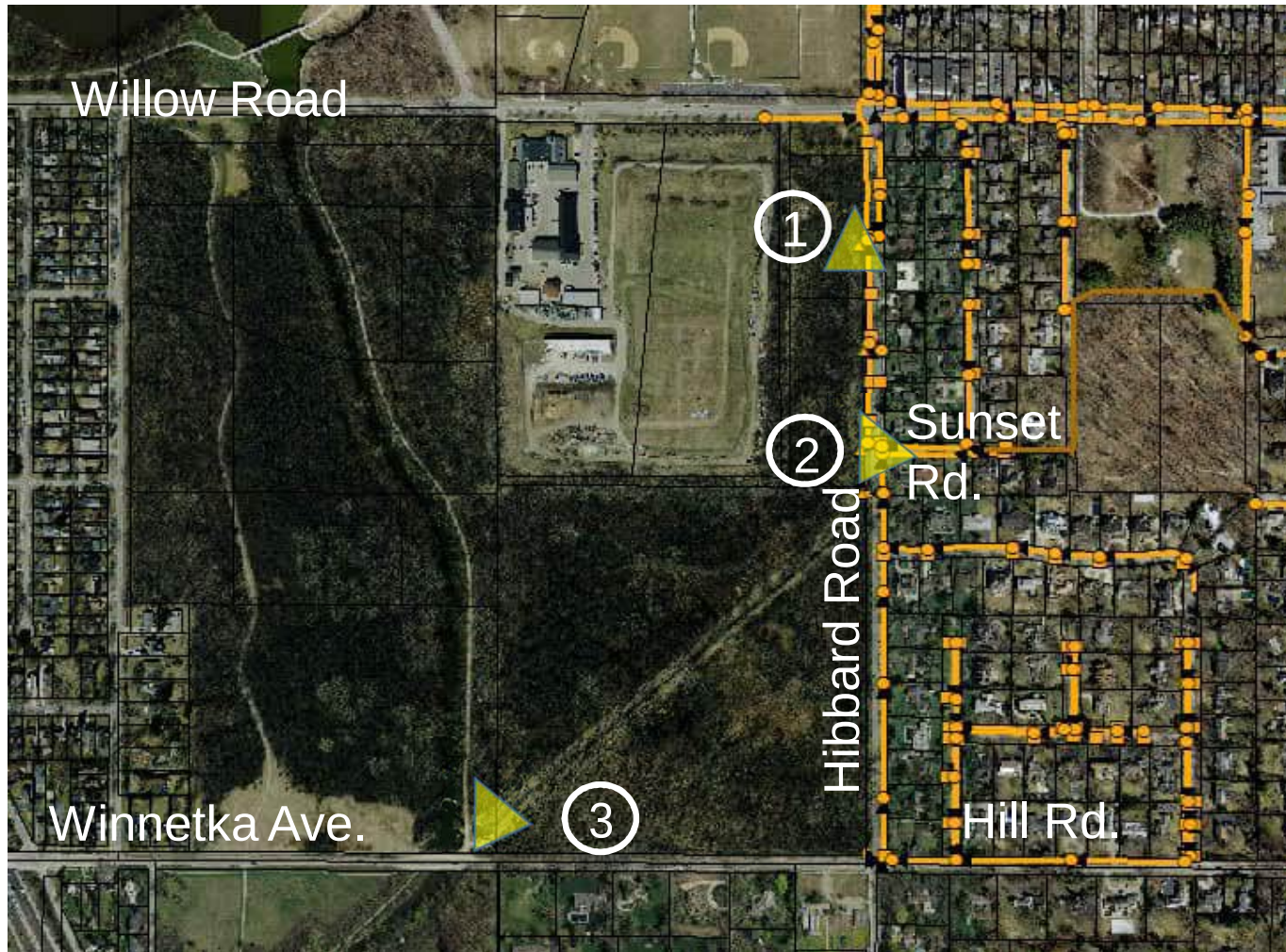
- 4.3. Wet Weather Sampling Protocol – On-site water quality samples will be discrete samples collected on an hourly basis over a minimum 12-hour period with the intent of defining “first flush” characteristics. Samples will be transported and tested in conformance with the procedures recommended by a professional testing laboratory retained to perform the testing.
- 4.4. Site Observations – On-site visual observations will be conducted and recorded in a field logbook. Physical characteristics such as high turbidity, solids, strong odors, and color will be recorded.

5. Post Conditions Standards

Existing condition and post condition characterization will be compared to assess the change in levels of the water quality parameters sampled. The expectation set forth as part of this Stormwater Monitoring Program is to show a net-zero increase in the first flush characteristics for the parameters sampled.



Village of Winnetka – Proposed FPDCC Monitoring Locations



1. 8'x6' box outfall from Willow Rd.
2. 36" outfall from Sunset Rd.
3. Winnetka Ave. PS upstream of levee

Report for
Village of Winnetka, Illinois

Water Quality Report for West and Southwest
Winnetka Stormwater Management Plan

Prepared by:

STRAND ASSOCIATES, INC.®
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September 2022



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APPENDIX D–WATER QUALITY SAMPLING RESULTS

APPENDIX E–NORTH OF WILLOW STORMWATER STORAGE PROJECTS SELECT
ENGINEERING DRAWINGS

APPENDIX F–CROW ISLAND STORAGE AND CONVEYANCE SELECT ENGINEERING
DRAWINGS

The West and Southwest Winnetka Stormwater Management Plan (Plan) features proposed stormwater conveyance and storage improvements with numerous water quantity and quality benefits for the Village of Winnetka (Village). Figure 1 shows the scope of improvements proposed in the Plan. There are several stormwater storage components to the Plan including underground storage at Duke Childs Field, Little Duke, and Crow Island Woods, and surface storage at the Winnetka Golf Club 18-hole course and Par-3 course. Runoff will be conveyed to these storage areas through various stormwater culverts and sewers in upstream rights-of-way (ROW). These culverts and sewers are intended to be supplemented with linear green infrastructure including bioswales and rain gardens in Village ROW. All stormwater storage and conveyance improvements are tributary to the Forest Preserve District of Cook County (FPCC) property at Willow Road and Hibbard Road. FPCC property is the proposed site for the Hibbard Road Stormwater Management Wetland facility.

As part of a Memorandum of Understanding (MOU) between the FPCC and the Village, dated August 2, 2017, the Village agreed (in Item 7) to implement water quality improvement measures upstream of the discharge points into FPCC land. This report focuses on the mechanical treatment, wetland treatment, stormwater Best Management Practices (BMP) and green infrastructure, and municipal operations being implemented by the Village. This report also focuses on the benefits of the improvements to the FPCC lands to meet the MOU requirement of discharging a net-zero increase of stormwater and pollutant loading onto the FPCC lands.

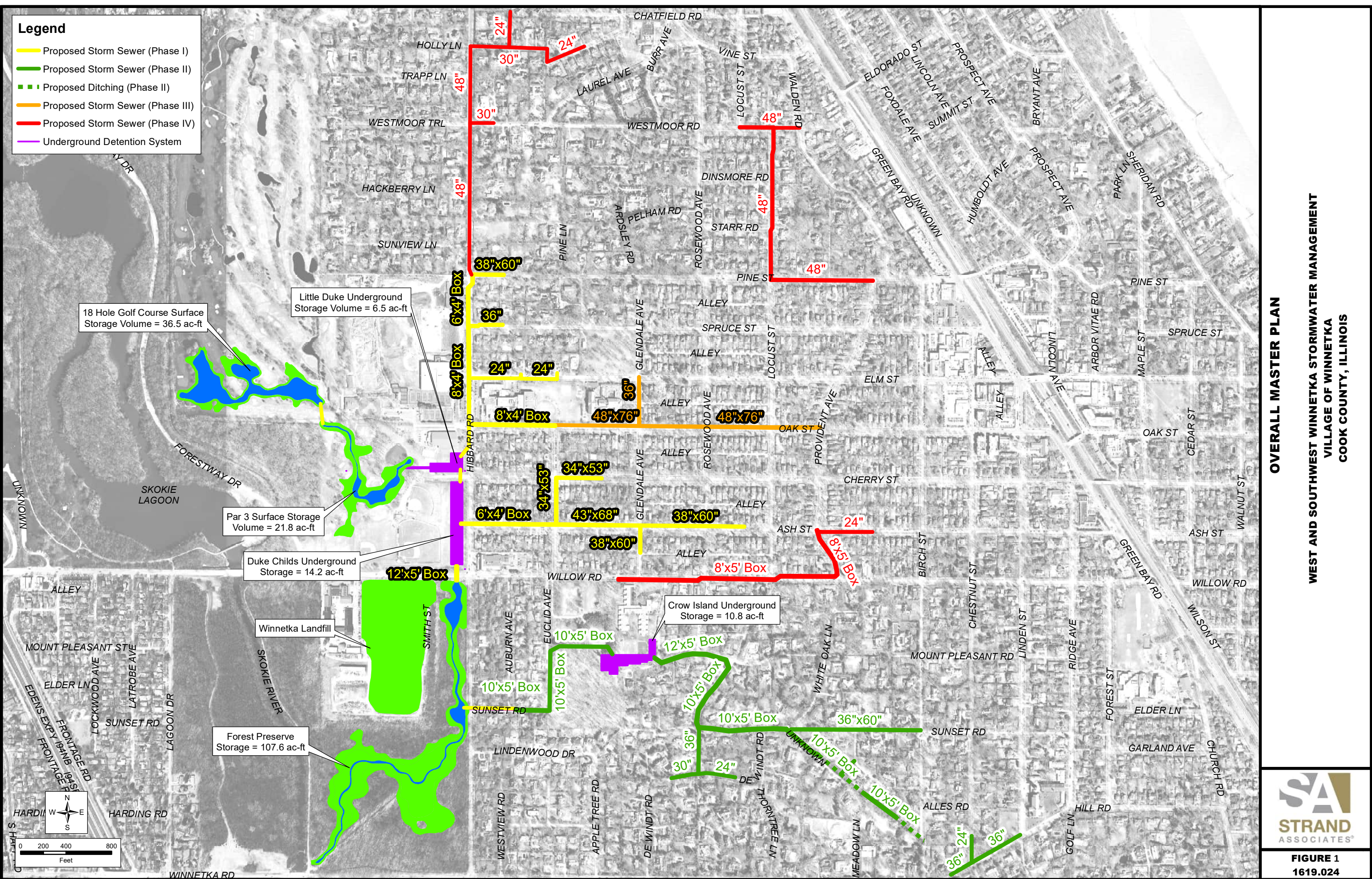
The following sections address these MOU requirements regarding water quality:

- First flush volume calculation and proposed capture
- Water quality modeling of base, existing, and proposed conditions
- Water quality sampling program

FIRST FLUSH DETERMINATION

The West and Southwest Watershed of the Village encompasses approximately 957 acres, as shown in Figure 2. As noted in MOU Item 7, the Village has agreed to capture and treat the initial event runoff, or first flush, from a 0.5-inch rain event applied to existing impervious surface in the tributary watershed. As part of the Plan, the Village intends to construct underground storage facilities north of Willow Road at Duke Childs Field and Little Duke, and south of Willow Road at Crow Island Woods (see Figure 1). Each structure is planned to be recessed below normal water levels to capture the first flush volume in their respective tributary areas. Therefore, the total watershed has been divided into subwatersheds based on the tributary area to each underground storage facility. The FPCC subwatershed is an area not tributary to any underground storage facility.

To determine the first flush volume tributary to each facility, Strand Associates, Inc.® (Strand) used ArcGIS software to compose a shapefile outlining the extent of impervious area throughout the Village. Next, these areas were merged with the West and Southwest Watershed as shown in Figure 3 to show the impervious area in each subwatershed. Areal extents were downloaded from geographical information system and multiplied by the 0.5-inch rainfall to result in first flush volume for the watershed.

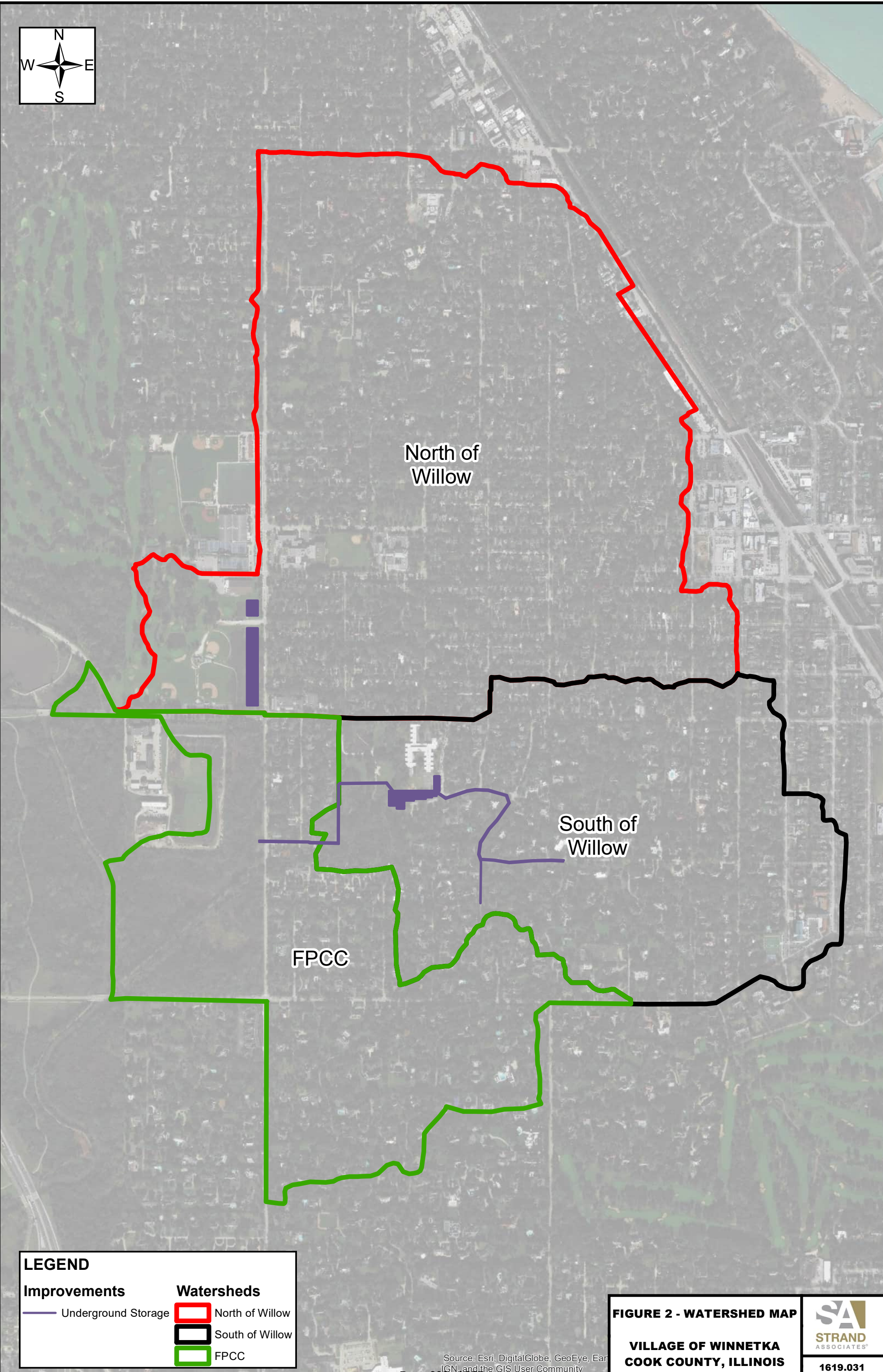
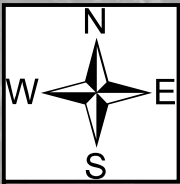


OVERALL MASTER PLAN

WEST AND SOUTHWEST WINNETKA STORMWATER MANAGEMENT
VILLAGE OF WINNETKA
COOK COUNTY, ILLINOIS



FIGURE 1
1619.024



LEGEND

Improvements

— Underground Storage

Watersheds

-  North of Willow
-  South of Willow
-  FPCC

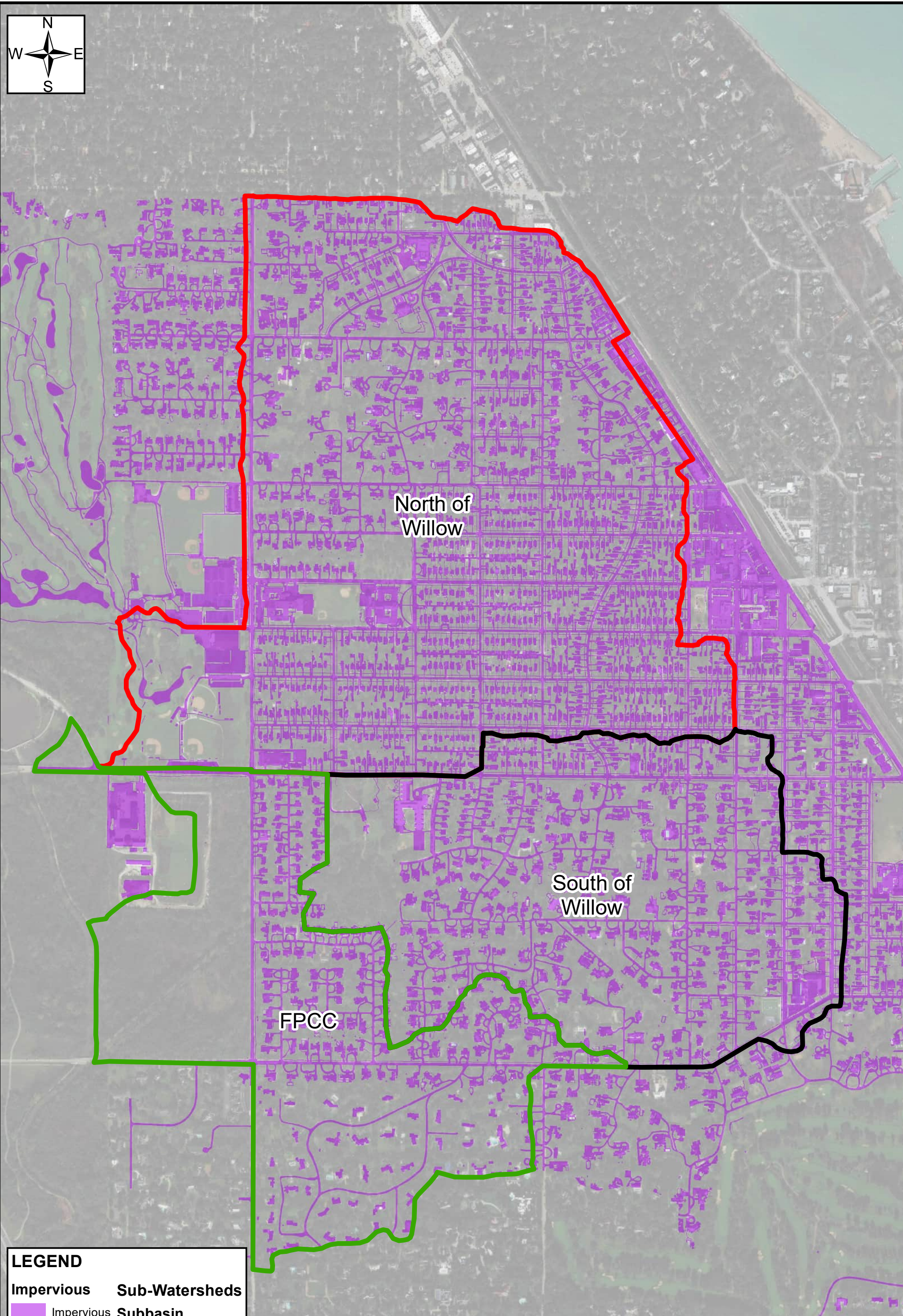
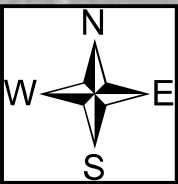
FIGURE 2 - WATERSHED MAP

**VILLAGE OF WINNETKA
COOK COUNTY, ILLINOIS**



1619.031

Source: Esri, DigitalGlobe, GeoEye, Earthstar, IGN, and the GIS User Community



LEGEND

Impervious

Impervious

Sub-Watersheds

Subbasin

North of Willow

South of Willow

FPCC

FIGURE 3 - WATERSHED IMPERVIOUS SURFACE MAP

**VILLAGE OF WINNETKA
COOK COUNTY, ILLINOIS**

1619.031

Table 1 lists the first flush volume calculated and the storage being provided for each subwatershed. The underground storage structures will provide more than enough volume for the first flush from the entire watershed.

Subwatersheds	Impervious Tributary Area (sf)	Impervious Tributary Area (ac)	First Flush (in)	Total First Flush Volume Required (ac-ft)	Total First Flush Storage Provided (ac-ft)
North of Willow Road	8,074,514	185.37	0.50	7.72	10.64
South of Willow Road	3,639,871	83.56	0.50	3.48	4.91
FPCC	2,127,883	48.85	0.50	2.04	-
Total	13,842,268	317.78		13.24	15.55

sf=square foot

ac=acre

in=inch

ac-ft=acre per foot

Table 1 First Flush Volumes and Storage

WATER QUALITY MODELING

As part of MOU Item 7, the Village agreed to implement a Stormwater Quality Improvement Program detailed in Exhibit 3 of the MOU and included with this report in Appendix A. Although this Plan includes a water quality sampling program (included with this report as Appendix B) intended to establish pre- and postconstruction water quality characteristics, it must be noted that comparing pre- and postconstruction water quality sampling data to verify a resultant reduction in pollutant loading is very tenuous and inexact. The antecedent conditions, runoff conditions, and rain event distribution and intensity cannot be duplicated pre- and postconditions and, therefore, casts doubt on results. This issue is well recognized in the industry, which has given rise to development and acceptance of water quality modeling tools used to predict water quality runoff characteristics. One such program is WinSLAMM, a Windows version of the Source Loading and Management Model (SLAMM). The Village used this tool to predict how the Village's current and proposed water quality improvements and operations will result in a net-zero increase in pollutant loading to FPCC property.

A. Modeling Background

WinSLAMM is an urban area nonpoint source water quality model developed by PV & Associates, LLC. At its core, the modeling software helps answer questions of how effective BMPs are in reducing runoff volumes and pollutant loadings resulting from rainfall events within a studied watershed. WinSLAMM has been developed and continuously refined in conjunction with stormwater research conducted by the United States Environmental Protection Agency (EPA), the United States Geological Survey, Wisconsin Department of Natural Resources (WDNR), and numerous other agencies. WinSLAMM uses small storm hydrology (the concept that the majority of the runoff volume and pollutant loadings in urban areas is a result of the small and medium rainfall events).

WinSLAMM models are built upon standard land use files that contain pollutant loading and runoff volume data calibrated to regional measurements collected by USGS and other agencies throughout the country.

“Source areas” are given a standard land use description and represent a basin within a stormwater management system. Standard land uses follow six standard land uses set up by WinSLAMM, including residential, institutional, commercial, industrial, freeway, and all others. Figure 4 shows the land use types within each of the three watershed areas.

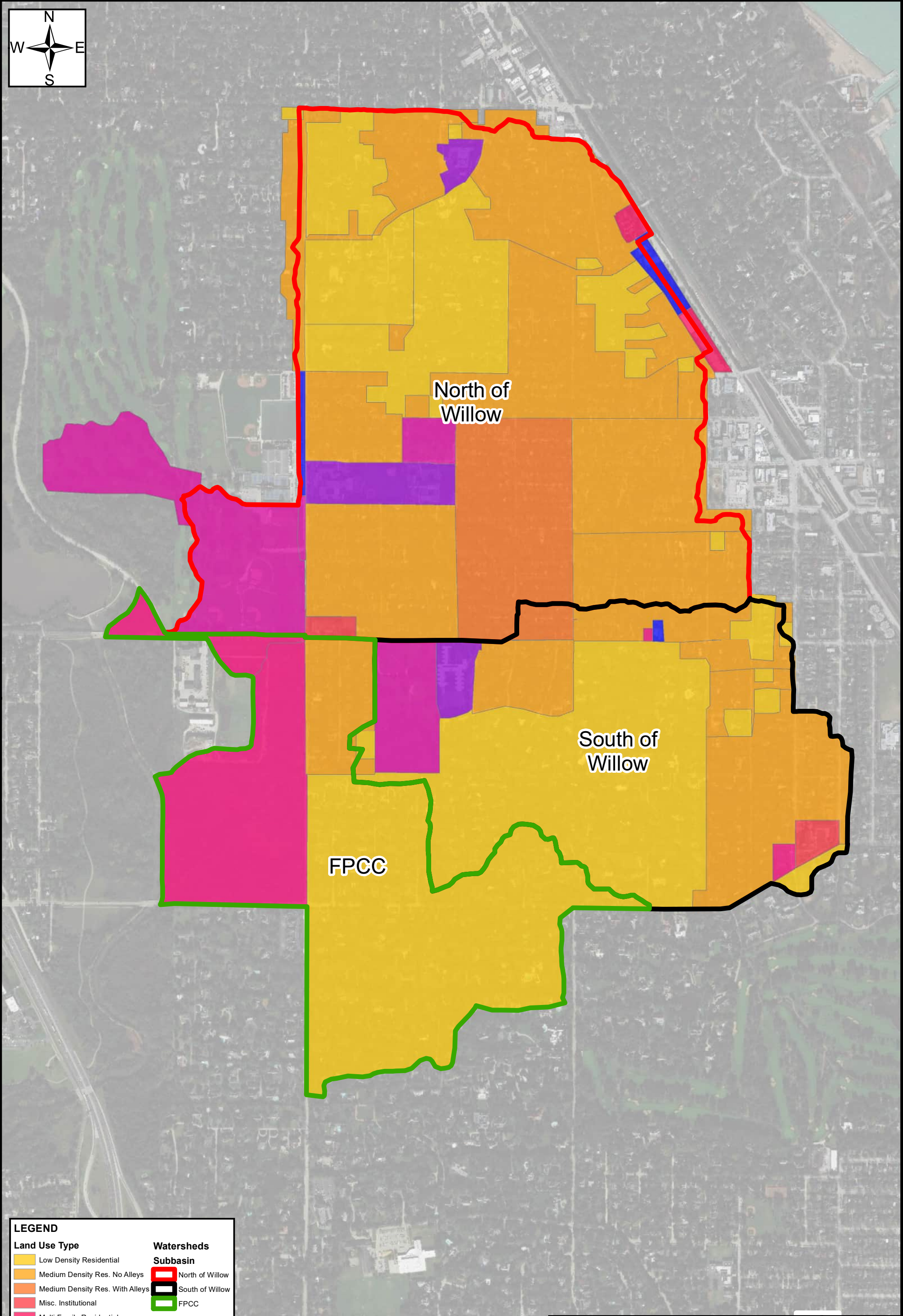
Multiple source areas, mimicking multiple subbasins within a watershed, can be combined and routed to outfalls as appropriate for the watersheds under question. WinSLAMM evaluates runoff volume and pollutant loading at every designated source area within each land use for each rainfall event, therefore, allowing engineers and planners to pinpoint the highest sources of runoff and pollutant loading and address the sources with any number of BMPs.

WinSLAMM has grown in its use in stormwater management throughout the country. As of this report, it is specifically identified as an approved model in the Stormwater Design Manuals and Administrative Codes of the states of Delaware, Georgia, Minnesota, New York, and Wisconsin. For example, WDNR has written WinSLAMM into its administrative code as a means of complying with its various National Pollutant Discharge Elimination System (NPDES) municipal separate stormwater system Phase II permit requirements. In one of many referrals to WinSLAMM’s pollutant modeling methodology, Section 151.12(5)(a)(5) states “pollutant loading models such as SLAMM, P8, or equivalent methodology may be used to evaluate the efficiency of the design in reducing total suspended solids (TSS).” Furthermore, it is referenced in the Stormwater Design Manuals of Ohio and Pennsylvania. EPA, the United States Navy, and the Cincinnati Metropolitan Sewer District are among the governmental agencies who have regularly used WinSLAMM. Citing these widespread uses of the modeling program, the Village and Strand decided to use WinSLAMM in the pursuit of fulfilling the water quality related items in the MOU.

B. WinSLAMM Modeling Parameters

Three conditions were modeled in the WinSLAMM program:

1. Baseline Conditions—This represents the pollutant loading from the watershed without any BMPs or water quality operations in place, such as street sweeping, catch basins, or green infrastructure.
2. Existing Conditions—This represents the pollutant loading from the watershed as it exists today with the Village’s current nonstructural water quality operations in place. These can be referenced in the Water Quality Improvement Program in Appendix A.
3. Proposed Conditions—This represents the pollutant loading from the watershed with the Village’s current nonstructural and proposed combination of nonstructural and structural water quality operations in place. These can be referenced in the Water Quality Improvement Program in Appendix A, the most important of which are the proposed upstream stormwater storage facilities. Appendixes E and F contain engineering drawings detailing the upstream stormwater storage facilities and stormwater treatment devices included in the design. In total, stormwater improvements include 15.44 acre-feet of first flush storage, all of which then flows through a stormwater treatment device before being pumped to the Hibbard Preserve Stormwater Management Wetland. It should also be



LEGEND

Land Use Type

- Low Density Residential
- Medium Density Res. No Alleys
- Medium Density Res. With Alleys
- Misc. Institutional
- Multi Family Residential
- Open Space
- Parks
- Schools
- Strip Commercial

Watersheds

- Subbasin**
- North of Willow
 - South of Willow
 - FPCC

**FIGURE 4 - WinSLAMM LAND
USE MAP
VILLAGE OF WINNETKA
COOK COUNTY, ILLINOIS**



1619.031

Source: Esri, DigitalGlobe, GeoEye, IGN, and the GIS User

noted that the Village intends to implement green infrastructure (bioswales, rain gardens) as part of the stormwater conveyance aspects of its stormwater Plan. However, because the exact scope and implementation of those green BMPs is unknown at this time, these were not included in the modeling or proposed conditions.

Because some current nonstructural BMPs employed by the Village are implemented on a 6-year schedule (such as catch basin cleaning), all models were run for a simulation period of 5.97 years.

Hourly rainfall data from the National Oceanic and Atmospheric Administration was used in the model simulations; these data are shown graphically in Appendix C.

Pollutants modeled include:

- TSS
- Total dissolved solids (TDS)
- Total phosphorus (TP)
- Total nitrates
- Total Kjeldahl nitrogen (TKN).

Two pollutants included in the MOU, chlorides and ammonia nitrogen, were not modeled in WinSLAMM. Chlorides are highly soluble and mobile, and there are no known natural processes by which chlorides are removed from the environment. Ammonia nitrogen similarly is highly soluble. Thus, WinSLAMM does not attempt to model the pollutant and instead defers to nonstructural chloride reduction methods, discussed further under Conclusions.

The particle size distribution is shown in Appendix C. Particle sizes range from 0 to 2,000 microns and represent urban runoff particle size data collected as part of EPA's Nationwide Urban Runoff Program.

C. WinSLAMM Modeling Baseline Conditions

For the three subwatersheds (North of Willow Road, South of Willow Road, and FPCC), a baseline condition was modeled to compare various water quality improvement methods. Tables 2 through 4 represent the gross amount of pollutant loading each subwatershed.

Pollutant	Concentration Baseline (mg/L)	Loading Baseline (lbs)
TSS	154.70	614,987
TDS	77.43	307,784
TP	0.65	2,574
Nitrate	0.39	1,543
TKN	2.47	9,833

mg/L=milligram per liter
lbs=pounds

Table 2 North of Willow Road Baseline Condition Results

Pollutant	Concentration Baseline (mg/L)	Loading Baseline (lbs)
TSS	165.00	303,040
TDS	81.84	150,295
TP	0.73	1,334
Nitrate	0.38	705
TKN	2.82	5,174

Table 3 South of Willow Road Baseline Condition Results

Pollutant	Concentration Baseline (mg/L)	Loading Baseline (lbs)
TSS	154.60	182,843
TDS	99.84	118,077
TP	0.78	926
Nitrate	0.33	392
TKN	2.78	3,289

Table 4 FPCC Baseline Condition Results**D. WinSLAMM Modeling Existing Conditions**

Existing conditions models were run for each subwatershed. The Village will continue to perform municipal operation measures that currently provide improved water quality in runoff that eventually reaches property owned by FPCC. Those measures include street sweeping, catch basin and inlet cleaning, a statewide ban on phosphorus-based fertilizers, and various nonstructural components of the Village's NPDES Phase II permit (e.g., education of homeowners).

WinSLAMM has capabilities to model street sweeping and catch basin cleaning, producing results that indicate the extent to which pollutant loading is currently being reduced before runoff reaches property owned by FPCC. The MOU indicated the existing frequency with which the Village performs street sweeping and catch basin cleaning, namely, approximately twice per month between April and December for the former practice and approximately once every five years for the latter practice.

Tables 5 through 7 summarize WinSLAMM results and Figures 5 through 7 graphically show these results for each subwatershed under existing conditions compared to baseline conditions. This data indicates that the Village's current BMPs either reduce or maintain overall pollutant loading in the watershed.

Pollutant	Concentration Baseline (mg/L)	Concentration Existing (mg/L)	Loading Baseline (lbs)	Loading Existing (lbs)	Percent Reduction
TSS	154.70	133.40	614,987	530,132	13.80%
TDS	77.43	77.43	307,784	307,773	0.00%
TP	0.65	0.59	2,574	2,353	8.59%
Nitrate	0.39	0.39	1,543	1,543	0.00%
TKN	2.47	2.32	9,833	9,213	6.31%

Table 5 North of Willow Road Existing Condition WinSLAMM Results

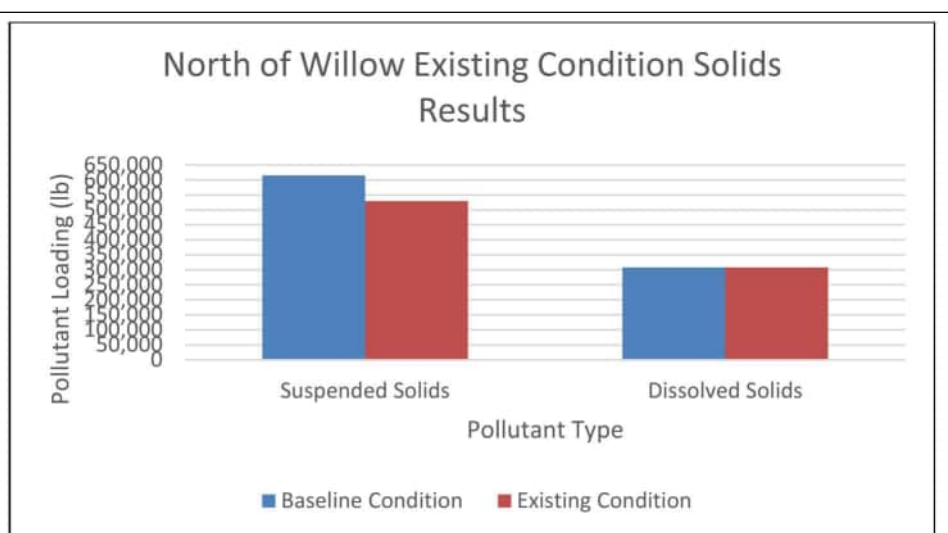


Figure 5.1 North of Willow Road Existing Condition Solids Results

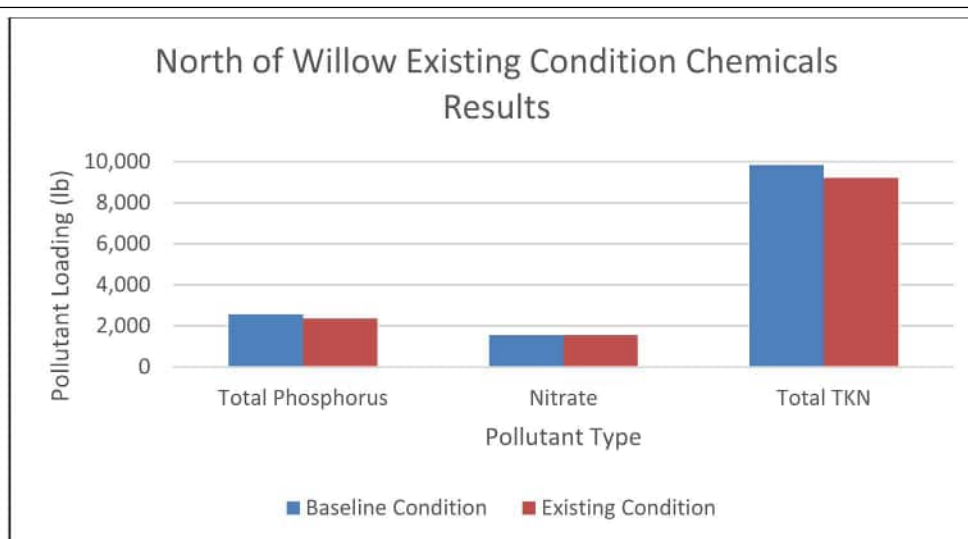


Figure 5.2 North of Willow Road Existing Condition Chemicals Results

Pollutant	Concentration Baseline (mg/L)	Concentration Existing (mg/L)	Loading Baseline (lbs)	Loading Existing (lbs)	Percent Reduction
TSS	165.00	142.90	303,034	262,337	13.43%
TDS	81.84	81.84	150,293	150,295	0.00%
TP	0.73	0.67	1,334	1,225	8.14%
Total Nitrates	0.38	0.38	705	705	0.00%
TKN	2.82	2.64	5,174	4,851	6.25%

Table 6 South of Willow Road Existing Condition WinSLAMM Results

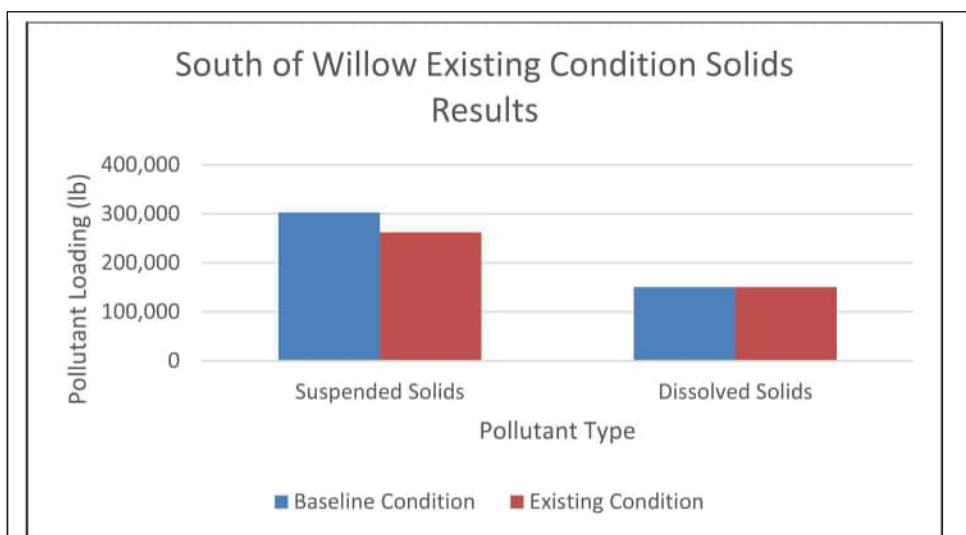


Figure 6.1 South of Willow Road Existing Condition Solids Results

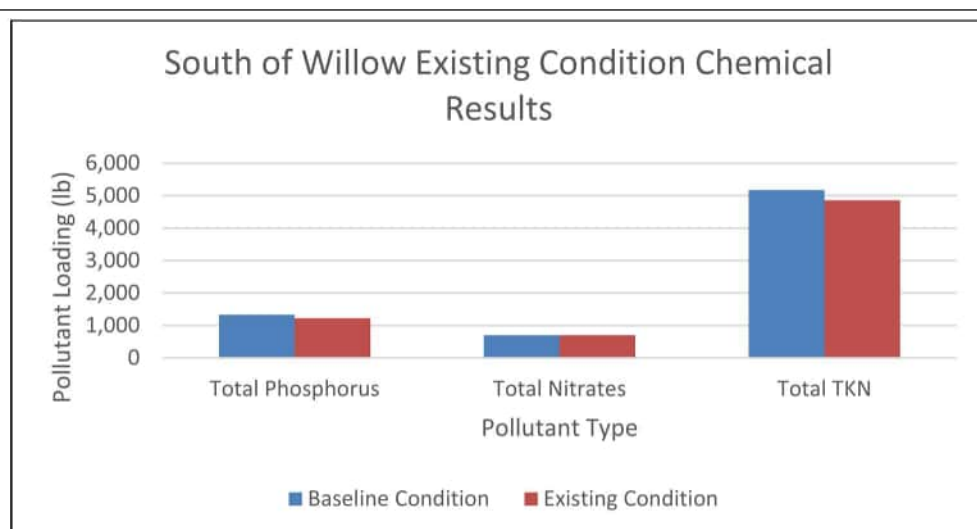
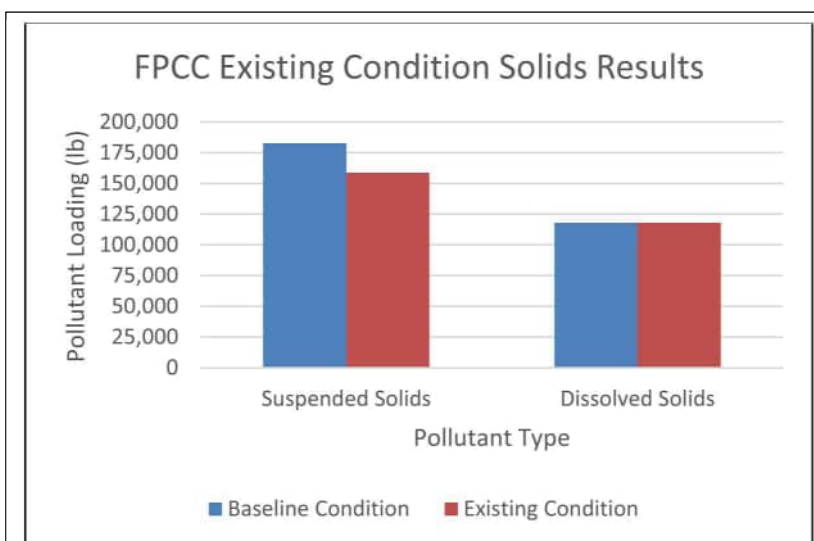
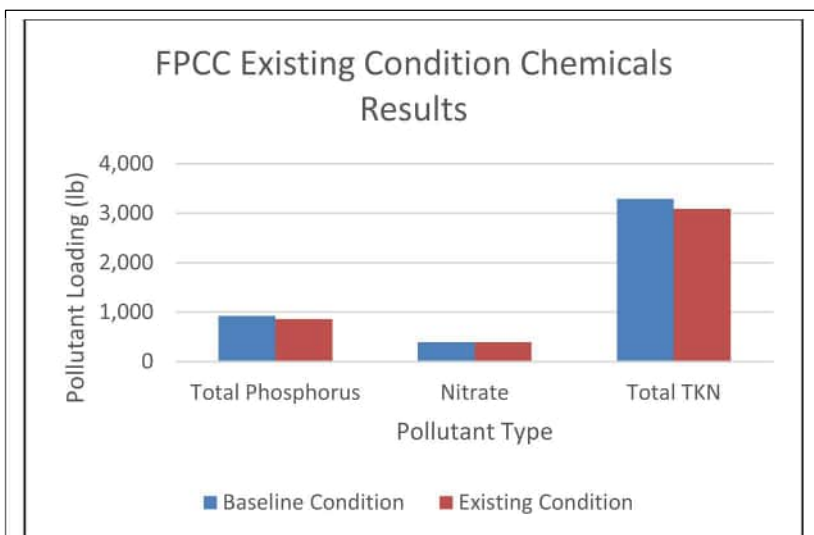


Figure 6.2 South of Willow Road Existing Condition Chemical Results

Pollutant	Concentration Baseline (mg/L)	Concentration Existing (mg/L)	Loading Baseline (lbs)	Loading Existing (lbs)	Percent Reduction
Suspended Solids	154.6	134.3	182,833	158,849	13.12%
Dissolved Solids	99.84	99.84	118,073	118,077	0.00%
TP	0.7827	0.7266	926	859	7.16%
Nitrate	0.3312	0.3312	392	392	0.00%
TKN	2.781	2.61	3,289	3,087	6.14%

Table 7 FPCC Existing Condition Overall Results**Figure 7.1 FPCC Existing Condition Solids Results****Figure 7.2 FPCC Existing Condition Chemicals Results**

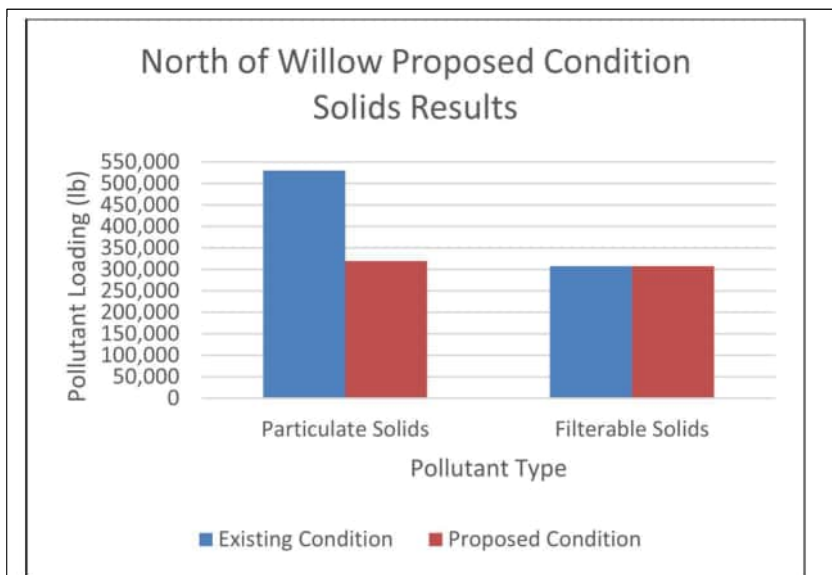
E. WinSLAMM Modeling Proposed Conditions

Proposed conditions were modeled in WinSLAMM with the proposed improvements shown in Figure 1 and detailed in the Village's Stormwater Quality Improvement Program in Appendix A. Proposed improvements included increased street sweeping frequency (consistently once every two weeks), increased catch basin cleaning frequency (once every four years), the proposed stormwater storage systems in the Village's Plan (Duke Childs, Little Duke, and Crow Island Underground Storage), and stormwater treatment devices. Appendixes E and F contain engineering drawings detailing these designs. Each of the underground storage facilities have a portion of storage devoted to storing and treating the first flush runoff. The bottom five feet of Duke Childs (7.63 acre-feet), Little Duke (2.90 acre-feet), and Crow Island (4.91 acre-feet) help to settle out pollutants. Downstream of these underground storage units, stormwater flows into an Oldcastle® Nutrient Separator Baffle Box (NSBB) (see Sheet 100in Appendix E and Sheet 48in Appendix F). The NSBB removes 80 percent of TSS above 150 microns at the design flow of 4.60 cubic feet per second (cfs). The Village anticipates performing routine maintenance of the NSBB twice per year, given the amount of sediment buildup predicted by the WinSLAMM model.

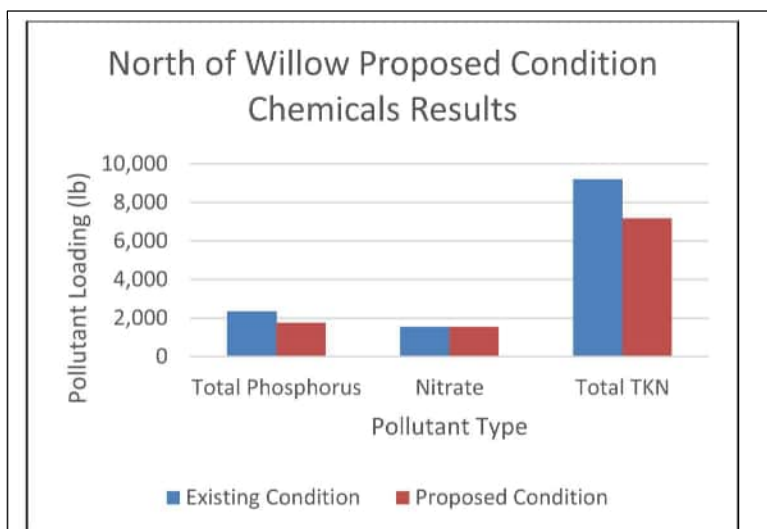
Tables 8 through 10 summarize WinSLAMM results and Figures 8 through 10 graphically show these results for each subwatershed under proposed conditions compared to existing conditions. This data indicates that the Village's proposed BMPs mostly reduce or maintain overall pollutant loading in the watershed. This is even the case for the FPCC subwatershed that does not go through any proposed storage facilities.

Pollutant	Concentration Existing (mg/L)	Concentration Proposed (mg/L)	Loading Existing (lbs)	Loading Proposed (lbs)	Percent Reduction
TSS	133.4	80.37	530,132	319,427	39.75%
TDS	77.43	77.4	307,773	307,648	0.04%
TP	0.5918	0.4417	2,353	1,756	25.37%
Nitrate	0.3883	0.3882	1,543	1,543	0.00%
TKN	2.318	1.807	9,213	7,181	22.06%

Table 8 North of Willow Road Proposed Condition Summary of Results



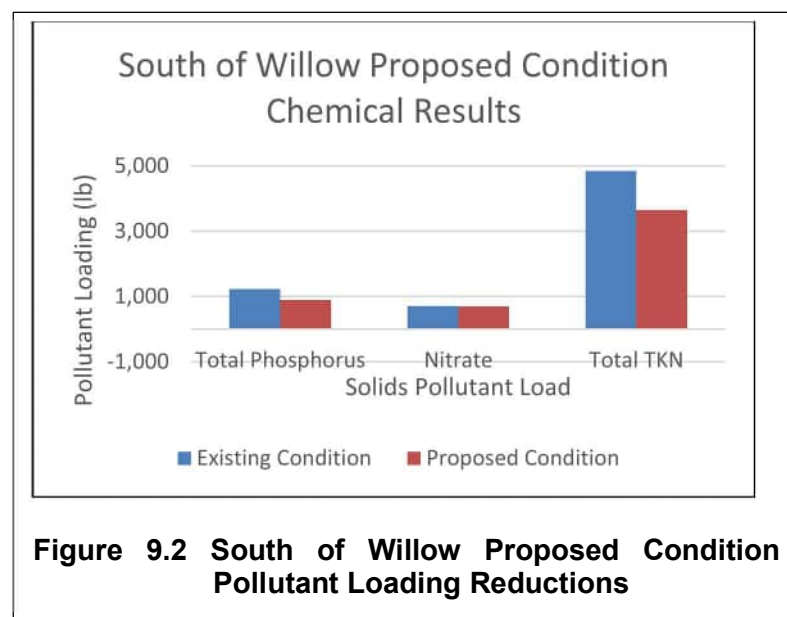
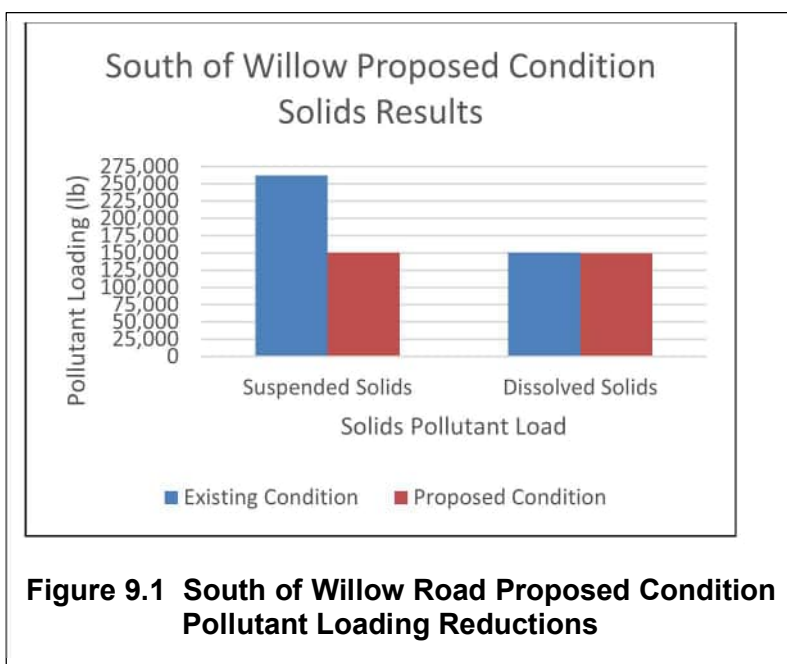
**Figure 8.1 North of Willow Road Proposed Condition
Pollutant Loading Reductions**



**Figure 8.2 North of Willow Road Proposed Condition
Pollutant Loading Reductions**

Pollutant	Concentration Existing (mg/L)	Concentration Proposed (mg/L)	Loading Existing (lbs)	Loading Proposed (lbs)	Percent Reduction
TSS	142.900	82.200	262,337	150,273	42.72%
TDS	81.840	81.820	150,295	149,591	0.47%
TP	0.667	0.490	1,225	895	26.93%
Nitrate	0.384	0.384	705	701	0.45%
TKN	2.641	1.996	4,851	3,650	24.76%

Table 9 South of Willow Road Proposed Condition Summary of Results



Pollutant	Concentration Existing (mg/L)	Concentration Proposed (mg/L)	Loading Existing (lbs)	Loading Proposed (lbs)	Percent Reduction
TSS	134.30	133.00	158,849	157,253	1.00%
TDS	99.84	99.84	118,077	118,077	0.00%
TP	0.73	0.72	859	856	0.42%
Nitrate	0.33	0.33	392	392	0.00%
TKN	2.61	2.61	3,087	3,082	0.16%

Table 10 Proposed Condition Summary of Results

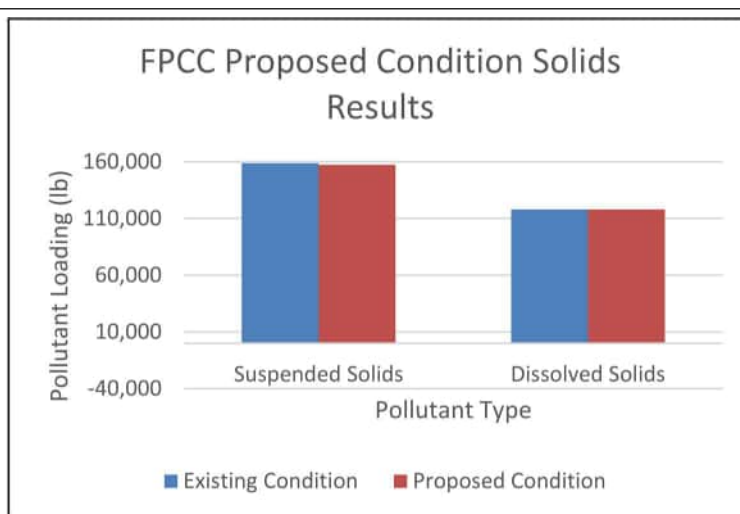


Figure 10.1 FPCC Proposed Condition Solids Results

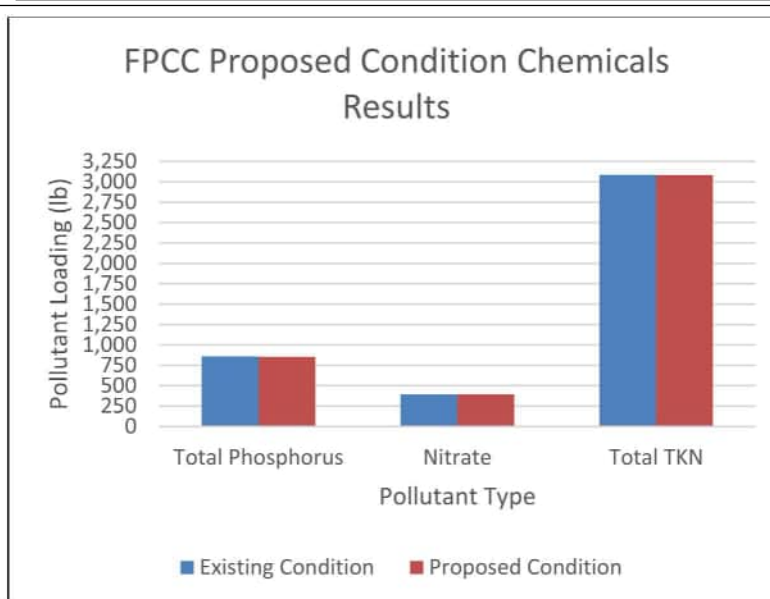


Figure 10.2 FPCC Proposed Condition Chemicals Results

F. Chlorides and Ammonia Nitrogen

Concerning chlorides and ammonia nitrogen, the Village can implement several possible nonstructural BMPs to improve water quality. Because these pollutants are highly soluble, it is necessary to reduce the loading at its most upstream nonpoint source. The following solutions could help reduce the pollutant loading to FPCC property downstream.

1. Implement a certification program for commercial applicators.
2. Provide sample contracts for winter pavement maintenance.
3. Require certification for government snow removal contracts.
4. Establish maximum salt guidelines.
5. Establish maximum salt ordinances.
6. Expand the practice of anti-icing.
7. Reduce the number of salt applications per snow event.
8. Reduce the salt route mileage.
9. Investigate alternate deicers.

WATER QUALITY SAMPLING

As part of the MOU, the Village performed preconstruction water quality sampling as detailed in the Water Quality Sampling Program in Appendix B. Automatic samplers were installed in three locations shown in Appendix B. A rain gauge was also installed at the Village landfill to correlate rainfall to the water samples taken. At each location, the samplers were triggered to start at the beginning of a rainfall event and pull samples every hour over a 12-hour period.

The collected samples were then delivered to a testing laboratory to test for seven different parameters.

- TSS
- TDS
- TP
- Total nitrates
- TKN
- Chloride
- Ammonia nitrogen

The Water Quality Sampling Program calls for five rain event samples. The five sampling dates are listed below.

- November 11, 2020
- December 13, 2020
- August 8, 2021
- August 10, 2021
- September 8, 2021

Appendix D shows the results of this sampling.

The MOU also requires the Village to perform post-project water quality monitoring. After the installation of the underground storage facilities at Duke Childs Field, Little Duke Field, and Crow Island Elementary School, the Village will perform water quality sampling of five rain events following the same procedure as the preconstruction Water Quality Sampling Program detailed in Appendix B. Automatic samplers will be installed in locations near the preconstruction sampling locations shown in Appendix B. The expectation is that the postconstruction sampling will show that the installation of the upstream underground storage facilities and stormwater treatment devices leads to a general reduction in the first flush characteristics for the parameters sampled.

CONCLUSIONS

The Village entered into a MOU with the FPCC on August 2, 2017, concerning the Village's West and Southwest Plan. The Plan improvements include changes to the areas upstream of FPCC property, as well as the addition of a stormwater management wetland on FPCC property itself. The MOU stipulated the Village's proposed improvements result in a net-zero increase in pollutant loading to FPCC property, and the MOU further stated that the first 0.5-inch of rainfall over impervious surfaces tributary to the FPCC property needs to be captured and treated for water quality. Water quality modeling was performed using the modeling software WinSLAMM to simulate existing conditions and proposed conditions and the effects on pollutant concentration and loading to FPCC property. Results indicate that the net-zero increase in pollutant loading criteria can be achieved, and that potential reduction in pollutant loading can also be expected.

APPENDIX A
MOU EXHIBIT 3—WATER QUALITY IMPROVEMENT PROGRAM

April 14, 2017

Mr. Eric Otto, PE, Civil Engineer IV
Forest Preserves of Cook County
536 N. Harlem Avenue
River Forest, IL 60305

Village of Winnetka Stormwater Quality Improvement Program

Dear Mr. Otto,

As a follow up to our several discussions concerning the Village of Winnetka's (Village) proposed stormwater management and flood control improvements (Improvements) on FPCC property south of Willow Road and north of Winnetka Avenue adjacent to Hibbard Road, this letter presents the Village's proposed stormwater quality improvement program to control and reduce stormwater pollutant loading to the FPCC property.

Winnetka currently implements several non-structural measures across the Village to provide water quality benefits to stormwater runoff. As a municipal separate storm sewer system (MS4) operator, Winnetka has been and will continue to implement these measures in compliance with their National Pollutant Discharge Elimination (NPDES) Phase II permit. These measures include the following:

1. Village-wide street sweeping program. The Village operates an Elgin Pelican NP sweeper with an electronic tracking system that tracks schedule and frequency of sweeping operations. The Village generally runs their program from April through December, and as weather allows. Each residential street is swept at least twice a month. Commercial streets get swept 2 to 3 times a month.
2. Catch basin and inlet cleaning program. The Village also conducts a routine storm sewer and storm structure cleaning program. This program cleans approximately 15% to 20% of the storm sewer system each year.
3. Statewide phosphorus-based fertilizer ban. The State has a current ordinance pertaining to "for-hire" applicators that bans the use of phosphorus-based fertilizers. The Village also intends to pass a subsequent ordinance in November 2016 that extends the ban to all users, including private property owners.
4. NPDES Phase II permit. The Village maintains compliance with the six minimum control measures of their NPDES Phase II permit to include the following.
 - a. Public education and outreach on stormwater impacts. This effort provides the community with an understanding of the stormwater conveyance system and how dumping of pollutants to inlets or waterways adversely impacts the environment. This information also includes information pertaining to control of pet waste, leaf and yard waste management, and swimming pool maintenance.
 - b. Public involvement and participation. The Village maintains regular web-based communication with the public relative to stormwater issues. They also maintain a community hot line that allows the public to report non-stormwater discharges.

- c. Illicit discharge detection and elimination. The Village conducts an illicit discharge detection and elimination process that visually inspects storm sewer outfalls in the Skokie River watershed annually and tracks and removes any identified non-stormwater discharges.
- d. Construction site stormwater runoff control. The Village's Public Works Department performs plan review and construction site observation to verify that soil erosion and sediment control measures are implemented in conformance with the Village's design guidelines.
- e. Post-construction stormwater management for re-development and new development projects. The Village's Public Works and Engineering Guidelines establish design criteria for new development that requires post-construction runoff rates to be equal or less than the pre-construction runoff rates.
- f. Pollution prevention/good housekeeping for municipal operations. As noted above, the Village implements several pollution prevention and good housekeeping operations to address stormwater pollutant reduction.

The Village proposes to implement the following approach to provide additional water quality improvements of stormwater runoff prior to entering FPCC property. This approach employs a combination of non-structural operations and maintenance as well as structural water quality practices that together endeavor to reduce existing pollutant loading.

1. The Village will continue to implement the non-structural measures discussed above. Additionally, the Village proposes the following increased operations and maintenance measures.
 - a. Increase street sweeping frequency to focus on high pollutant loading areas. These are generally the collector and arterial roadways as well as higher density residential and commercial areas.
 - b. Promote turf and landscape management programs for exempt fertilizer applicators within the watershed. The Village's relationship with these users such as golf courses, playfields, schools and parks will be used to promote reduction or elimination of phosphorus-based fertilizers and other turf management products that can affect water quality.
 - c. Offer incentive-based credits to stormwater utility ratepayers for implementing water quality treatment measures such as rain gardens, rain barrels, and pervious driveways. With this the Village will enroll in MWRD's rain barrel program that allows land owners to get rain barrels free of charge. Promotion of these runoff reduction and water quality improvements is a key aspect of the Village's stormwater improvements.
 - d. The Village will consider regulation changes for Village redevelopment and infill projects. In conformance with the Metropolitan Water Reclamation District (MWRD) Watershed Management Ordinance (WMO), the Village will continue to require water quality improvement measures for both re-development and new development projects.
2. The Village will implement the following structural measures and best management practices in the watershed upstream and prior to the FPCC property.

- a. All conveyance improvement projects undertaken by the Village as part of their Stormwater program will include catch basins and inlets protection to collect sediment and debris prior to the main conveyance systems.
 - b. Distributed green infrastructure measures such as bioswales and rain gardens will be implemented in roadway rights-of-way throughout the watershed. Approximately 90 parkway bioretention swales and rain gardens are anticipated to be constructed concurrently with the large scale conveyance projects in the scope of the Village's stormwater improvements. These green infrastructure measures will also be strategically placed elsewhere in the watershed to optimize water quality benefits.
 - c. The current Stormwater program anticipates construction of three regional stormwater flood storage structures upstream of the FPCC property. Whatever form these regional facilities end up being (above ground or below ground) they will each be equipped to capture stormwater pollutant runoff and control release downstream.
 - d. As discussed in our meeting, it is recognized that there are several resources with recommendations for determining a stormwater runoff capture volume to provide water quality improvements. Some of the resources cited include standards from the U.S. Environmental Protection Agency, Midwest states that have adopted water quality standards, as well as more local resources. Capture volume standards generally range from 0.50" to 1.0" of rainfall runoff from impervious surfaces. Local standards seem to be more appropriate for consideration here, and in particular the *Stormwater Performance Standards Recommendations* published by the Association of Illinois Soil and Water Conservation Districts (AISWCD) in June 2013. The AISWCD recommendation for redevelopment projects is to capture 0.80" rainfall from impervious surfaces in the redevelopment. In light of the fact that the Village's proposed stormwater program is not necessarily a redevelopment but actually a retrofit program encompassing the entire watershed, and the Village's commitment to implementing additional structural and non-structural water quality measures in the watershed upstream of the FPCC property, the Village proposes to capture 0.50" rainfall runoff from impervious surfaces in the watershed prior to discharge to the FPCC property.
3. As discussed in our September 16, 2016, meeting, it will be important for the Village to also implement structural water quality improvements as part of the restoration and stormwater management facilities proposed on the FPCC property. These structural improvements will facilitate maintenance and routine removal of pollutants that still make it to FPCC property. The Village proposes the following structural measures and best management practices in limited areas on FPCC property.
 - a. Construction of defined sediment forebays located on FPCC lands immediately downstream of primary storm sewer outfalls. These are anticipated to be primarily immediately south of Willow Road and adjacent to Hibbard Road.

- b. The forebays would be designed to maintain the naturalized character envisioned for the FPCC property restoration and improvements utilizing natural features and practices.
 - c. The forebays would also serve as a polishing treatment in the stormwater quality process and would sequester residual sediment and pollutant loading from being deposited within the primary restoration areas on FPCC property.
 - d. Close proximity of the forebays to Hibbard Road will facilitate efficient access for routine long-term maintenance and inspections.
- 4. The Village also proposes to adopt water quality benchmarking and assessments to monitor the water quality improvement program effectiveness. The following practices are proposed.
 - a. As part of design of the Village's various stormwater program components, an estimate of the expected range of stormwater pollutant reduction will be determined based on published literature and industry standards.
 - b. As part of design, the Village design team will implement WinSLAMM water quality modeling. This modeling is an industry recognized planning level tool used to estimate pollutant loadings and pollutant loading reductions that result from current and proposed practices. As part of design, the Village will provide FPCC with documentation of the data used in the analysis, assumptions, limitations and modeling methodology.
 - c. The Village will implement best management practice inspections and tracking to verify water quality performance. This will include implementation of a Stormwater Monitoring Program at specific outfall locations to characterize first flush rainfall events.

We hope the Village's proposed stormwater quality improvement program meets with FPCC approval. We welcome any questions or further discussion you would like to have concerning this program as we move closer to finalizing our partnership for restoration and stormwater improvements in Winnetka.

Sincerely,

APPENDIX B
MOU EXHIBIT 3—WATER SAMPLING PROGRAM

Village of Winnetka
Western and Southwestern Winnetka Stormwater Management Plan
Stormwater Monitoring Program
October 2016

1. Introduction

- 1.1. Scope – Monitor four primary stormwater outfalls associated with the Forest Preserves of Cook County (FPCC) property south of Willow Road, north of Winnetka Avenue, between Hibbard Road and the Skokie River. Samples and water quality data will be collected at the subject outfalls during a range of wet weather events prior to and following implementation of the Western and Southwestern Winnetka Stormwater Management Plan (Stormwater Vision). This data will be used to help characterize existing conditions in an effort to document storm water runoff pollutant load reductions resulting from implementation of the Stormwater Vision.

2. Monitoring and Sampling Criteria

- 2.1. Outfall Criteria – Selection of outfalls are shown in attached Exhibit A.
- Outfall 1 represents stormwater discharge from the portion of the Western and Southwestern Winnetka watershed north of Willow Road to the FPCC property.
 - Outfall 2 represents stormwater discharge from the portion of the Western and Southwestern Winnetka watershed south of Willow Road to the FPCC property.
 - Outfall 3 represents sampling prior to release from the FPCC property to the Skokie River and will be taken upstream of the Winnetka Avenue pumping station
- 2.2. Wet Weather Criteria – The criteria used to define a wet weather sampling event include:
- Less than 0.1 inch of accumulated precipitation in the watershed 48 hours prior to the event; and,
 - Significant precipitation, greater than 0.1 inch of accumulation, within a six-hour period.

3. Existing Conditions Characterization

- 3.1. Wet Weather Sampling – Each of the four outfalls will be sampled for a range of wet weather events. A total of 5 samples will be taken for events greater than 0.1”, 0.25”, 0.5”, 1”, and greater than 1” (if possible) rainfall amounts.
- 3.1.1. Parameters – A host of parameters will be analyzed for each sample location to include total dissolved solids (TDS), total suspended solids

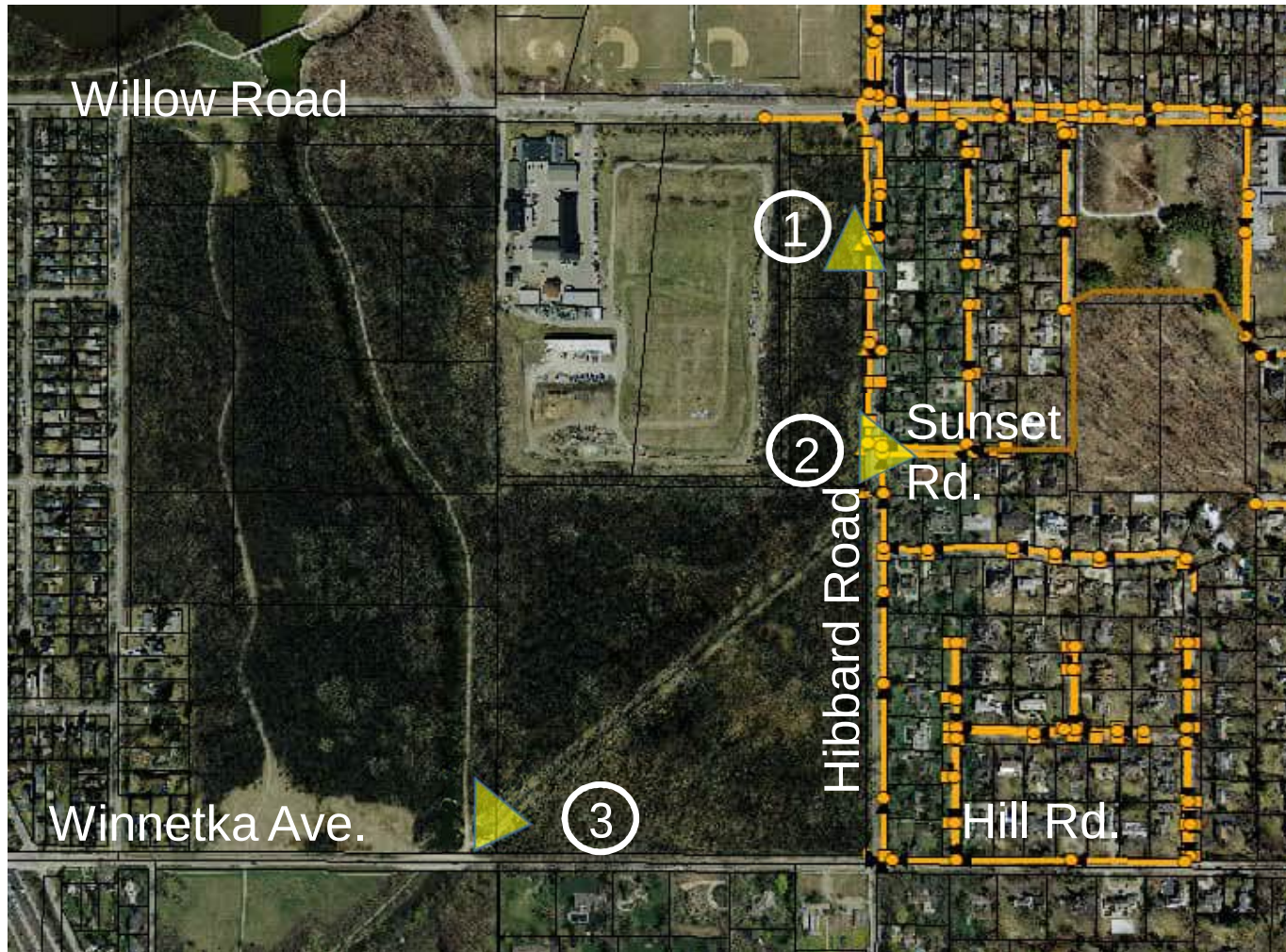
(TSS), nitrite, nitrate, ammonia, total Kjeldahl nitrogen (TKN), and total phosphorus.

- 3.2. Wet Weather Sampling Schedule – Each of the four outfalls will be sampled and results documented prior to the start of construction of any of the Stormwater Vision components.
- 3.3. Outfall Water Quality Measurements – On-site water quality samples will be grab samples collected, transported, and tested in conformance with the procedures recommended by a professional testing laboratory retained to perform the testing.
- 3.4. Site Observations – On-site visual observations will be conducted and recorded in a field logbook. Physical characteristics such as high turbidity, solids, strong odors, and color will be recorded.

4. Post Conditions Characterization

- 4.1. Wet Weather Sampling – Each of the four outfalls will be sampled at least 3 times on an annual basis and categorized in one of the following categories 0.1”, 0.25”, 0.5”, 1”, or greater than 1” rainfall amounts.
 - 4.1.1. Parameters – A host of parameters will be analyzed for each sample location to include total dissolved solids (TDS), total suspended solids (TSS), nitrite, nitrate, ammonia, total Kjeldahl nitrogen (TKN), and total phosphorus.
- 4.2. Wet Weather Sampling Schedule – Each of the four outfalls will be sampled and results documented following completion of the Stormwater Vision.
- 4.3. Outfall Water Quality Measurements – On-site water quality samples will be grab samples collected, transported, and tested in conformance with the procedures recommended by a professional testing laboratory retained to perform the testing.
- 4.4. Site Observations – On-site visual observations will be conducted and recorded in a field logbook. Physical characteristics such as high turbidity, solids, strong odors, and color will be recorded.

Village of Winnetka – Proposed FPDCC Monitoring Locations



1. 8'x6' box outfall from Willow Rd.
2. 36" outfall from Sunset Rd.
3. Winnetka Ave. PS upstream of levee



1. 8'x6' box outfall from Willow Rd.



2. 36" outfall from Sunset Rd.



3. Winnetka Ave. PS upstream of levee

APPENDIX C
WinSLAMM INPUT PARAMETERS

APPENDIX C - WinSLAMM INPUTS

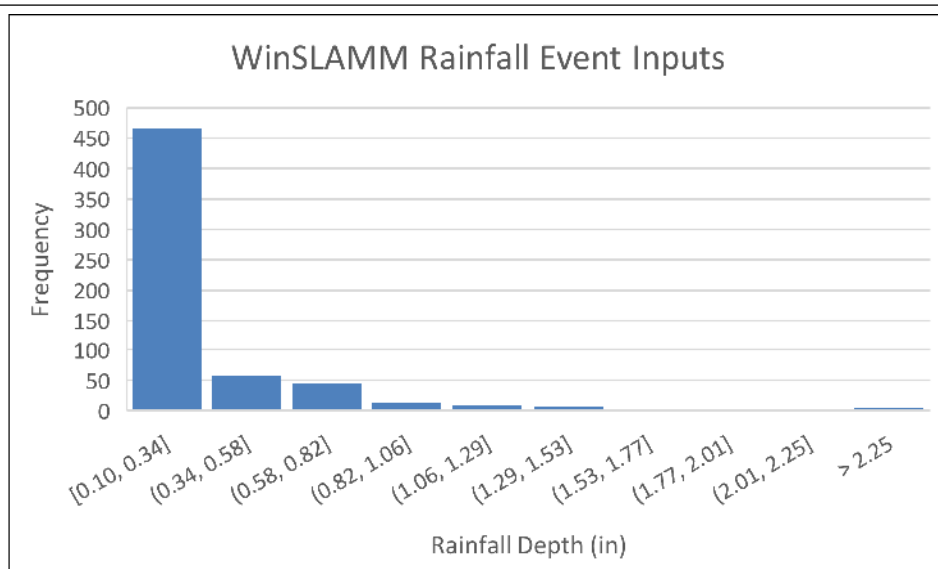


Figure C-1 Rainfall Depth Histogram

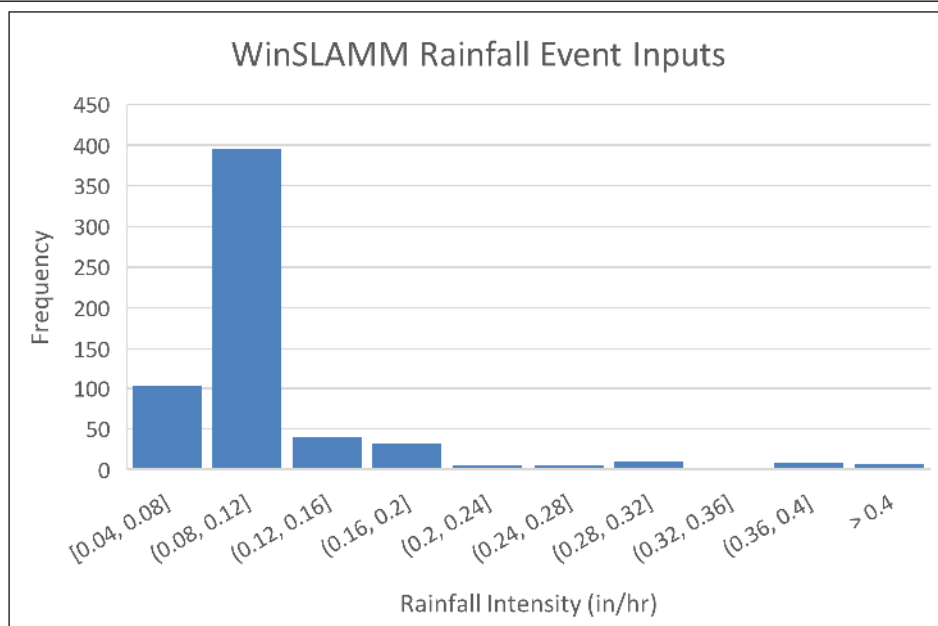


Figure C-2 Rainfall Intensity Histogram

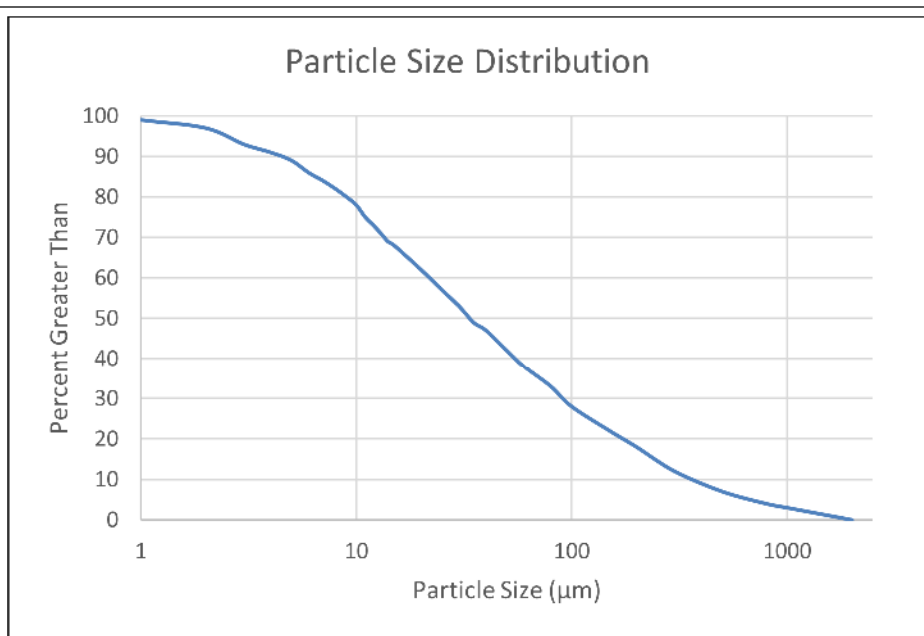
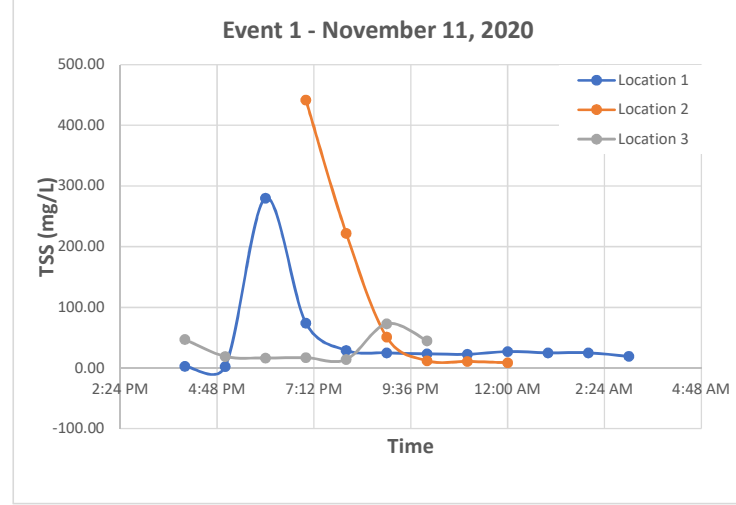
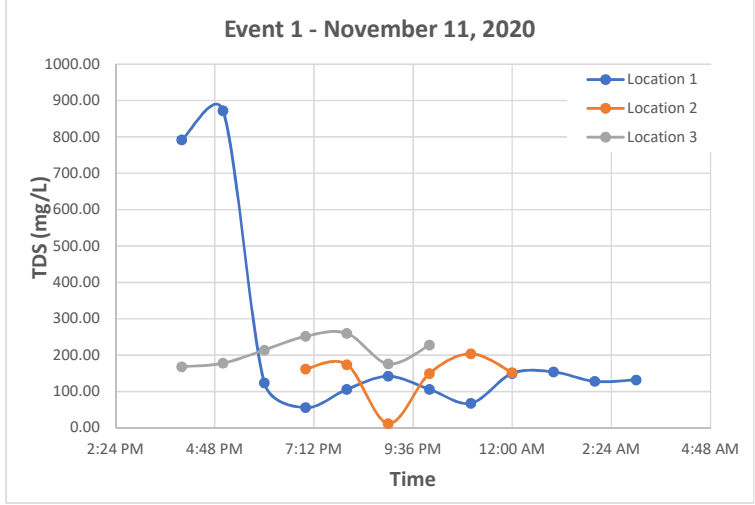
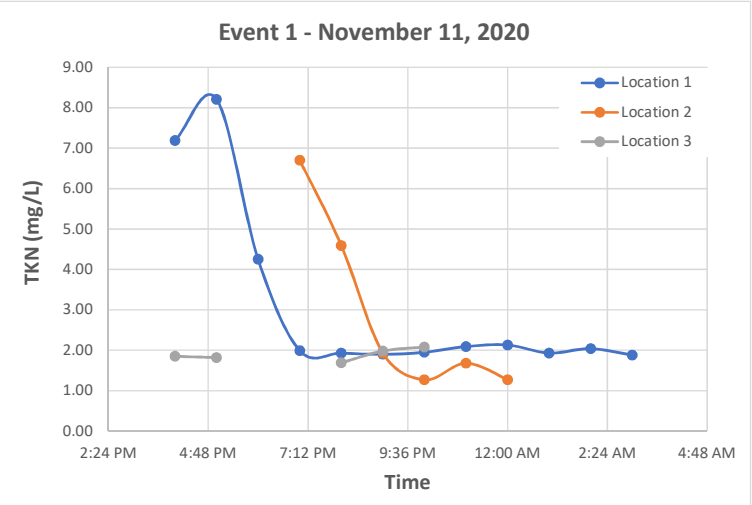
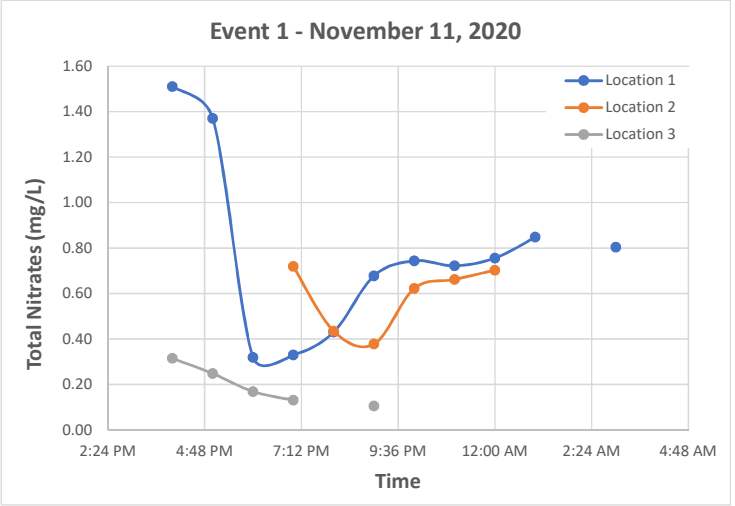
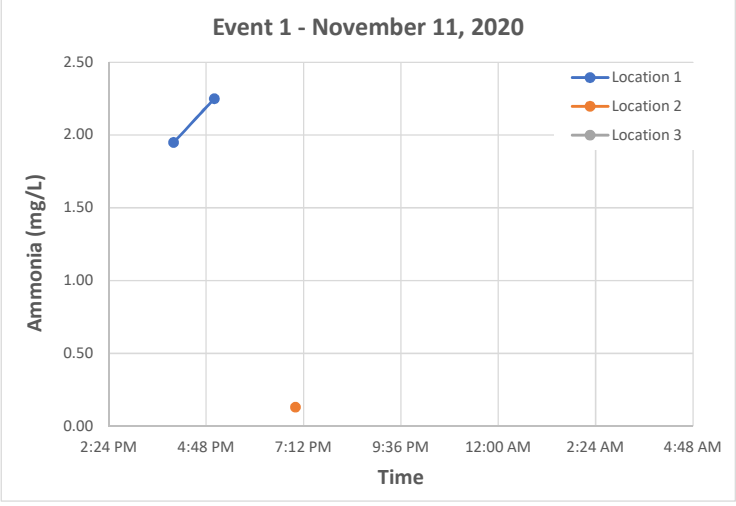
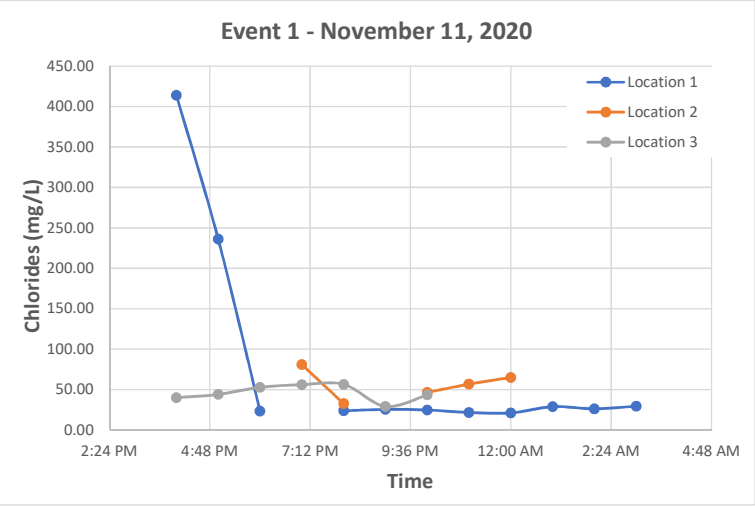
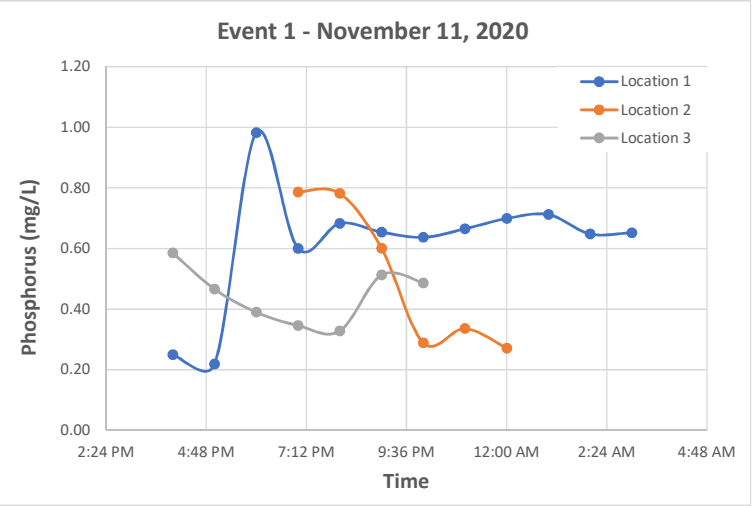


Figure C-3 Pollutant Particle Size Distribution

APPENDIX D
WATER QUALITY SAMPLING RESULTS

Appendix D - Water Quality Sampling Results
Hibbard Road Stormwater Wetland Storage Area
Water Quality Benchmarking
Event 1 Water Quality Sampling Table

Event 1 - November 11, 2020		Location 18'x6" Box Culvert Outfall - North of Willow Watershed							Location 2Sunset Road Outfall - South of Willow Watershed							Location 3Skokie River Pumping Station Pool						
		Parameters							Parameters							Parameters						
Bottle No.	Time	Phosphorus (mg/L)	Chloride (mg/L)	Ammonia N (mg/L)	Total Nitrates (mg/L)	Total Kjeldahl Nitrogen-TKN (mg/L)	Total Dissolved Solids - TDS (mg/L)	Total Suspended Solids - TSS (mg/L)	Phosphorus (mg/L)	Chloride (mg/L)	Ammonia N (mg/L)	Total Nitrates (mg/L)	Total Kjeldahl Nitrogen-TKN (mg/L)	Total Dissolved Solids-TDS (mg/L)	Total Suspended Solids-TSS (mg/L)	Phosphorus (mg/L)	Chloride (mg/L)	Ammonia N (mg/L)	Total Nitrates (mg/L)	Total Kjeldahl Nitrogen-TKN (mg/L)	Total Dissolved Solids-TDS (mg/L)	Total Suspended Solids-TSS (mg/L)
1	4:00 PM	0.25	414.00	1.95	1.51	7.19	792.00	2.69								0.59	39.90		0.32	1.85	168.00	47.00
2	5:00 PM	0.22	236.00	2.25	1.37	8.21	872.00	2.44								0.47	44.00		0.25	1.82	178.00	19.00
3	6:00 PM	0.98	23.40		0.32	4.25	124.00	280.00								0.39	52.80		0.17		214.00	16.50
4	7:00 PM	0.60			0.33	1.99	56.00	74.00	0.79	81.00	0.13	0.72	6.70	162.00	442.00	0.35	56.10		0.13		252.00	17.00
5	8:00 PM	0.68	23.80		0.43	1.93	106.00	29.00	0.78	32.60		0.44	4.59	174.00	222.00	0.33	56.40			1.69	260.00	14.00
6	9:00 PM	0.65	25.40		0.68	1.90	142.00	25.00	0.60			0.38	1.93	12.00	51.00	0.51	29.20		0.11	1.98	176.00	73.00
7	10:00 PM	0.64	24.80		0.74	1.95	106.00	23.30	0.29	46.50		0.62	1.27	150.00	12.00	0.49	43.50			2.08	228.00	45.00
8	11:00 PM	0.67	21.70		0.72	2.09	68.00	22.60	0.34	56.70		0.66	1.68	204.00	10.80							
9	12:00 AM	0.70	21.10		0.76	2.13	150.00	27.00	0.27	65.00		0.70	1.27	152.00	8.66							
10	1:00 AM	0.71	28.90		0.85	1.93	154.00	25.00														
11	2:00 AM	0.65	26.20			2.04	128.00	25.00														
12	3:00 AM	0.65	29.40		0.80	1.88	132.00	19.20														



Appendix D - Water Quality Sampling Results
Hibbard Road Stormwater Wetland Storage Area
Water Quality Benchmarking
Event 2 Water Quality Sampling Table

Event 2 - December 11, 2020		Location 18'x6" Box Culvert Outfall - North of Willow Watershed							Location 2Sunset Road Outfall - South of Willow Watershed							Location 3Skokie River Pumping Station Pool						
		Parameters							Parameters							Parameters						
Bottle No.	Time	Phosphorus (mg/L)	Chloride (mg/L)	Ammonia N (mg/L)	Total Nitrates (mg/L)	Total Kjeldahl Nitrogen-TKN (mg/L)	Total Dissolved Solids - TDS (mg/L)	Total Suspended Solids - TSS (mg/L)	Phosphorus (mg/L)	Chloride (mg/L)	Ammonia N (mg/L)	Total Nitrates (mg/L)	Total Kjeldahl Nitrogen-TKN (mg/L)	Total Dissolved Solids-TDS (mg/L)	Total Suspended Solids-TSS (mg/L)	Phosphorus (mg/L)	Chloride (mg/L)	Ammonia N (mg/L)	Total Nitrates (mg/L)	Total Kjeldahl Nitrogen-TKN (mg/L)	Total Dissolved Solids-TDS (mg/L)	Total Suspended Solids-TSS (mg/L)
1	9:00 PM	0.53	31.70	0.80	0.92	2.42	208.00	13.40	0.70	ND	0.41	0.73	ND	66.00	8.50	0.11	138.00	2.08	ND	2.39	608.00	9.75
2	10:00 PM	0.33	21.00	0.72	0.87	2.19	120.00	26.80	0.08	ND	0.50	0.59	2.11	68.00	3.80	0.35	249.00	2.59	0.89	4.76	692.00	30.50
3	11:00 PM	0.31	ND	0.55	0.83	1.23	54.00	32.90	0.08	ND	0.29	0.56	ND	60.00	3.11	0.55	43.00	0.80	0.88	1.33	78.00	100.00
4	12:00 AM	0.28	ND	0.44	0.69	ND	80.00	26.90	0.08	ND	0.19	0.56	ND	56.00	4.44	0.25	20.50	8.35	0.76	ND	174.00	263.00
5	1:00 AM	0.23	ND	0.37	0.72	3.23	132.00	36.10	0.09	ND	ND	0.57	ND	52.00	3.11	0.38	ND	1.33	0.73	ND	72.00	125.00
6	2:00 AM	0.29	ND	0.29	0.73	ND	106.00	24.70	0.09	ND	1.40	0.55	ND	64.00	2.94	0.41	ND	ND	0.59	ND	94.00	174.00
7	3:00 AM	0.26	ND	0.29	0.79	ND	54.00	18.20	0.10	ND	ND	0.67	ND	98.00	2.65	0.23	ND	0.22	0.68	ND	88.00	166.00
8	4:00 AM	0.27	ND	0.27	0.95	ND	76.00	12.50	0.24	ND	0.14	0.87	ND	104.00	27.50	0.32	ND	0.19	0.72	ND	36.00	76.60
9	5:00 AM	0.26	ND	0.37	1.20	ND	180.00	6.22	0.14	39.20	ND	1.09	ND	160.00	6.40	0.21	ND	0.14	0.77	1.44	136.00	87.00
10	6:00 AM	0.33	ND	0.43	1.26	ND	188.00	8.21	0.12	32.20	ND	1.60	ND	162.00	4.40	0.33	ND	0.16	0.92	ND	100.00	73.90
11	7:00 AM	0.32	ND	0.15	1.07	ND	58.00	18.20	0.10	ND	ND	0.40	ND	40.00	23.60	0.30	ND	0.22	1.14	ND	96.00	53.60
12	8:00 AM	0.35	ND	0.13	0.78	1.48	78.00	80.80	0.10	ND	ND	0.41	ND	84.00	11.80	0.43	ND	ND	0.93	ND	60.00	143.00

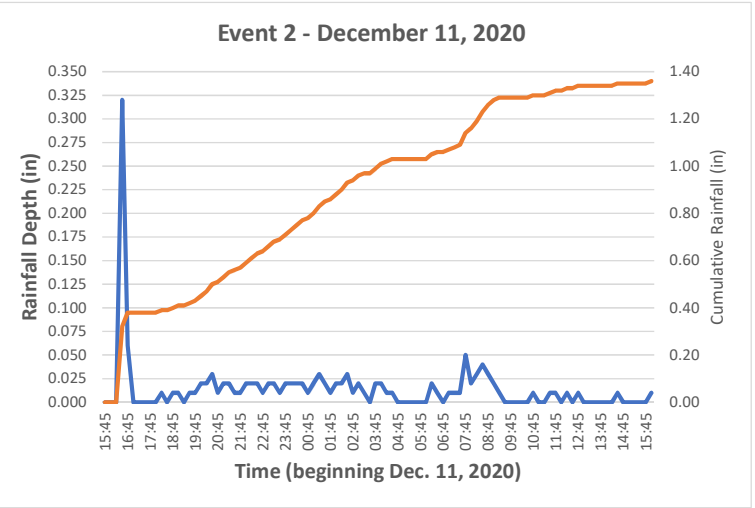
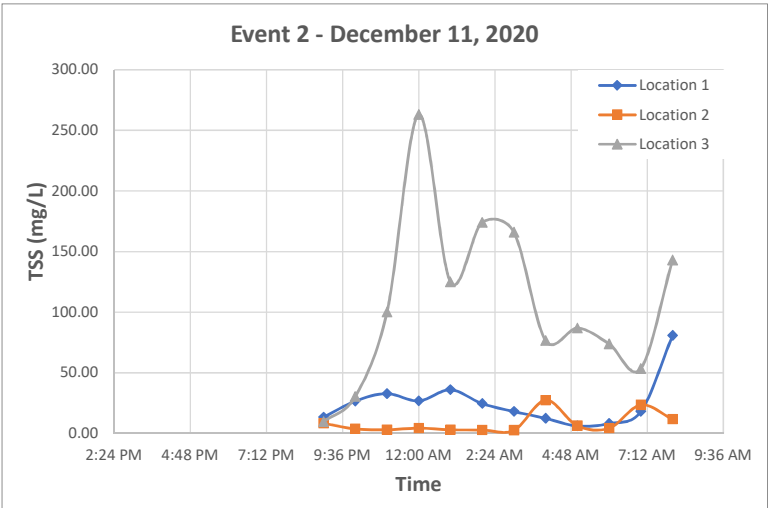
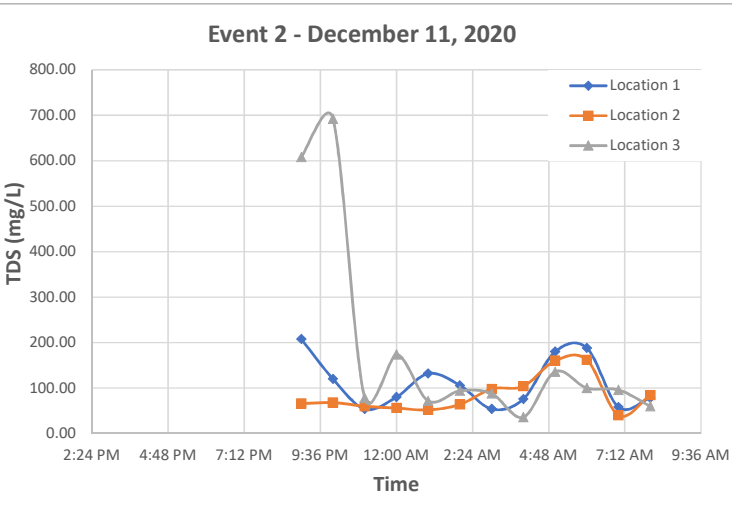
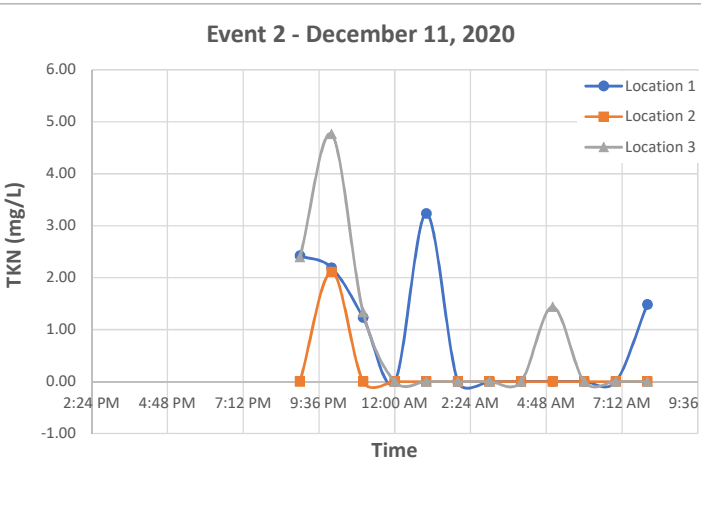
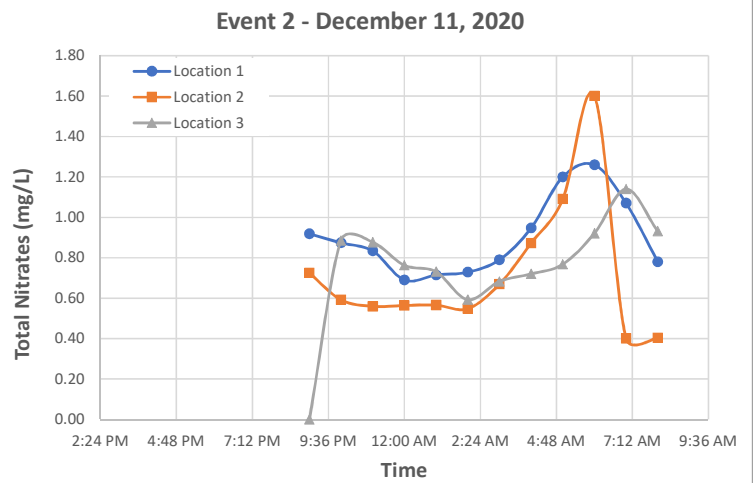
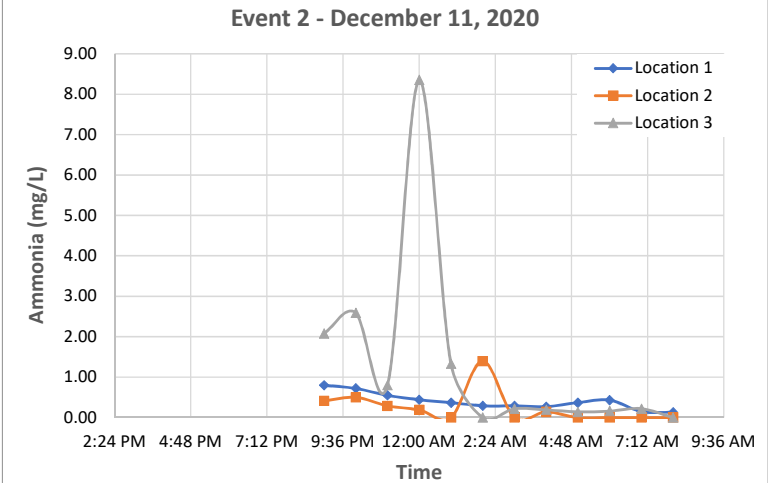
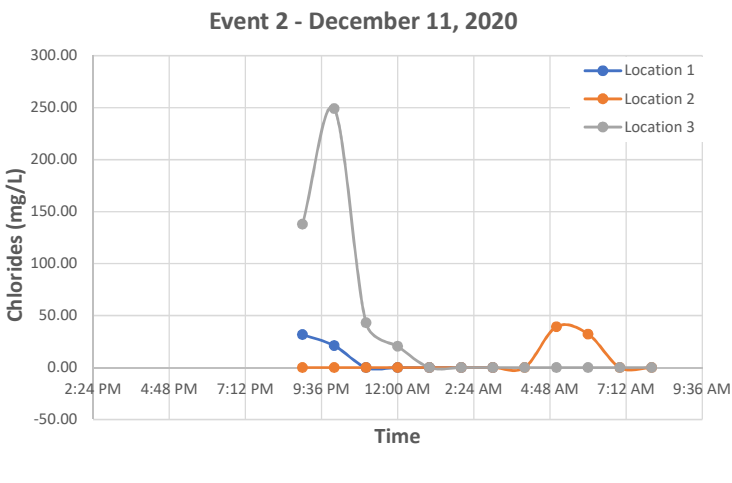
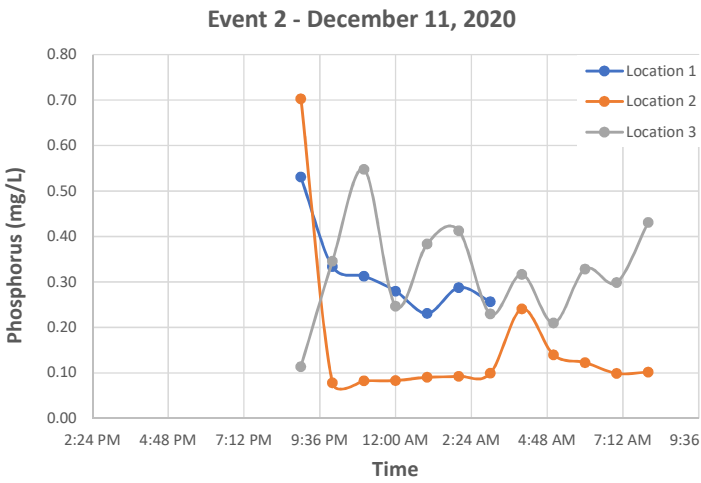


Figure 2.0 - Water Quality Sampling Results
Hibbard Road Stormwater Wetland Storage Area
Water Quality Benchmarking
Event 3 Water Quality Sampling Table

Event 3 - August 8, 2021		Location 1 8'x6' Box Culvert Outfall - North of Willow Watershed							Location 2 Sunset Road Outfall - South of Willow Watershed							Location 3 Skokie River Pumping Station Pool						
		Parameters							Parameters							Parameters						
Bottle No.	Time	Phosphorus (mg/L)	Chloride (mg/L)	Ammonia N (mg/L)	Total Nitrates (mg/L)	Total Kjeldahl Nitrogen-TKN (mg/L)	Total Dissolved Solids-TDS (mg/L)	Total Suspended Solids-TSS (mg/L)	Phosphorus (mg/L)	Chloride (mg/L)	Ammonia N (mg/L)	Total Nitrates (mg/L)	Total Kjeldahl Nitrogen-TKN (mg/L)	Total Dissolved Solids-TDS (mg/L)	Total Suspended Solids-TSS (mg/L)	Phosphorus (mg/L)	Chloride (mg/L)	Ammonia N (mg/L)	Total Nitrates (mg/L)	Total Kjeldahl Nitrogen-TKN (mg/L)	Total Dissolved Solids-TDS (mg/L)	Total Suspended Solids-TSS (mg/L)
1	11:00 PM	0.537	84.7	0.47	ND	12.10	268.0	172.00	0.129	108.0	ND	1.150	2.37	342.0	17.70	0.516	49.0	ND	ND	1.87	352.0	54.40
2	12:00 AM	1.010	56.3	ND	ND	12.20	220.0	316.00	0.303	51.6	ND	ND	3.47	182.0	24.00	0.458	130.0	ND	ND	1.76	404.0	18.70
3	1:00 AM	0.469	36.5	ND	ND	8.37	146.0	77.00	0.190	55.4	ND	ND	1.58	168.0	8.25	0.271	116.0	ND	ND	3.43	408.0	14.40
4	2:00 AM	0.401	37.3	ND	ND	5.76	74.0	42.50	0.151	92.9	ND	ND	1.69	276.0	5.72	0.255	71.2	ND	ND	1.65	258.0	18.70
5	3:00 AM	0.329	37.3	ND	ND	3.70	88.0	26.80	0.161	74.7	ND	ND	1.80	252.0	6.15	0.300	57.3	ND	ND	3.24	278.0	21.60
6	4:00 AM	0.318	43.7	ND	ND	7.11	214.0	39.10	0.120	90.7	ND	0.494	4.00	272.0	3.81	0.316	53.4	ND	ND	2.95	240.0	18.40
7	5:00 AM	0.361	46.7	ND	ND	4.94	200.0	26.70	0.108	90.6	ND	0.370	1.24	284.0	1.50	0.316	46.9	ND	ND	4.63	280.0	16.40
8	6:00 AM	0.308	51.3	ND	ND	3.43	194.0	24.50	0.105	111.0	ND	0.348	1.27	332.0	2.22	0.344	47.5	ND	ND	1.62	226.0	14.80
9	7:00 AM	0.322	55.4	ND	ND	3.32	182.0	16.00	0.101	116.0	ND	0.655	2.42	368.0	2.25	0.351	43.6	ND	ND	3.44	226.0	10.80
10	8:00 AM	0.322	55.0	ND	ND	2.63	74.0	16.10	0.0967	99.3	ND	0.714	2.36	318.0	3.72	0.372	46.5	ND	ND	3.14	216.0	13.20
11	9:00 AM	0.368	53.2	ND	ND	2.51	180.0	29.40	0.112	92.0	0.28	0.790	4.97	300.0	3.43	0.362	42.8	ND	ND	3.61	226.0	12.40
12	10:00 AM	0.430	51.2	ND	ND	2.09	162.0	28.20	0.103	87.5	ND	0.733	ND	300.0	2.50	0.371	47.6	ND	ND	4.78	218.0	12.40

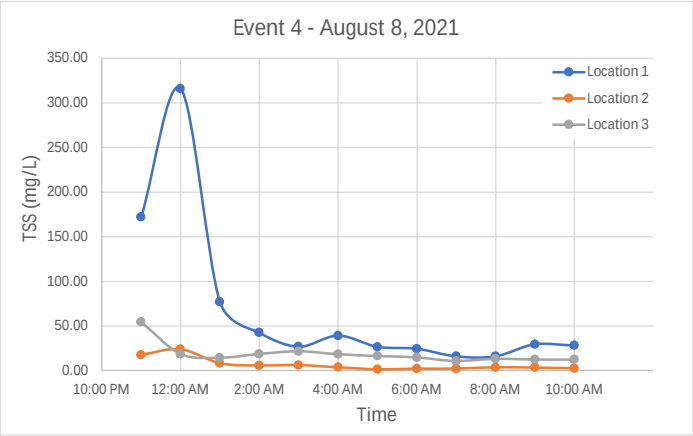
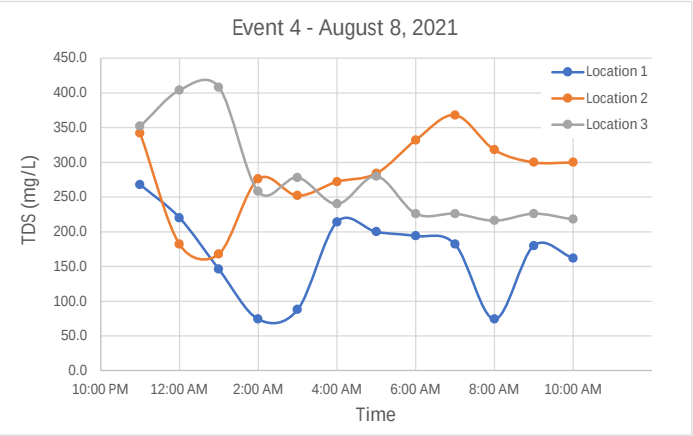
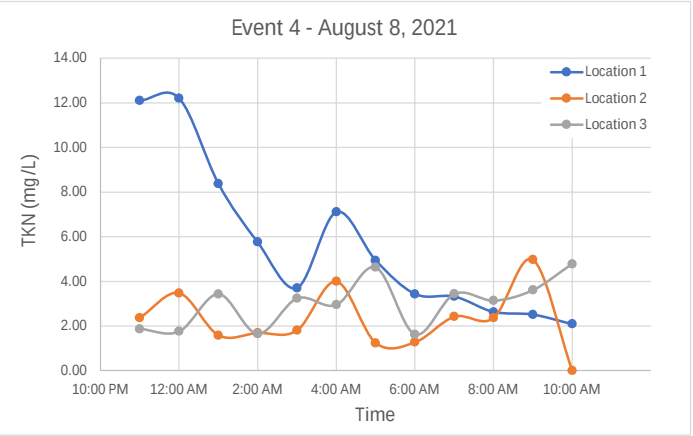
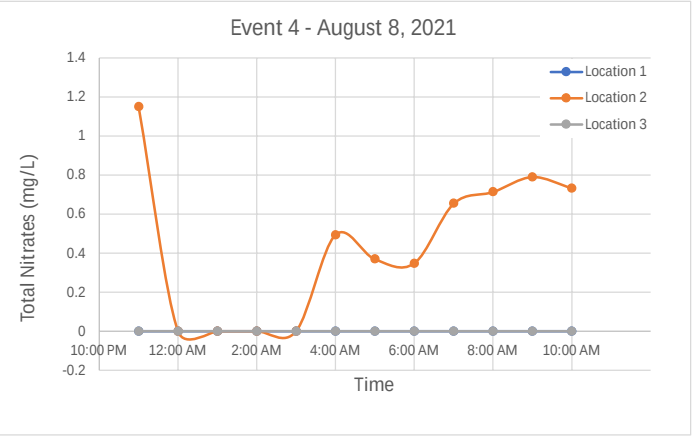
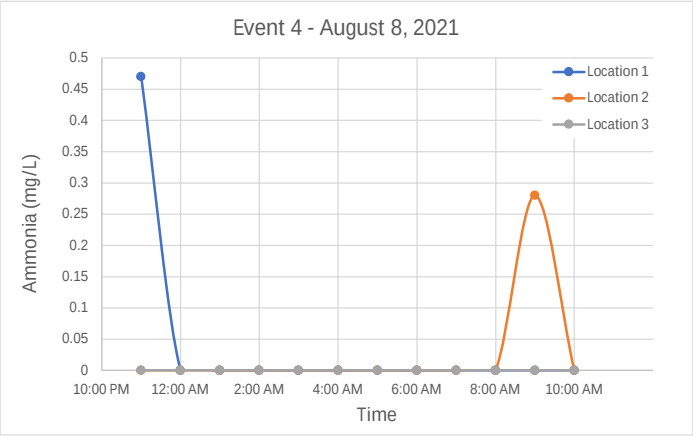
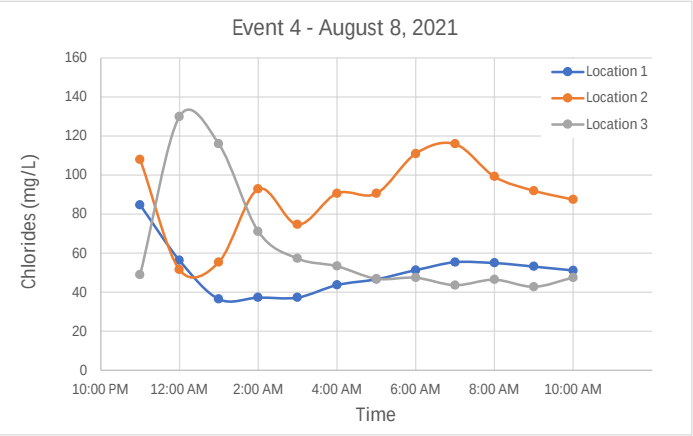
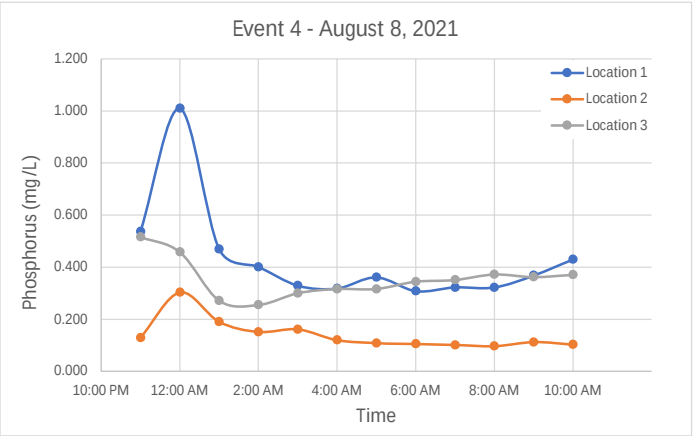
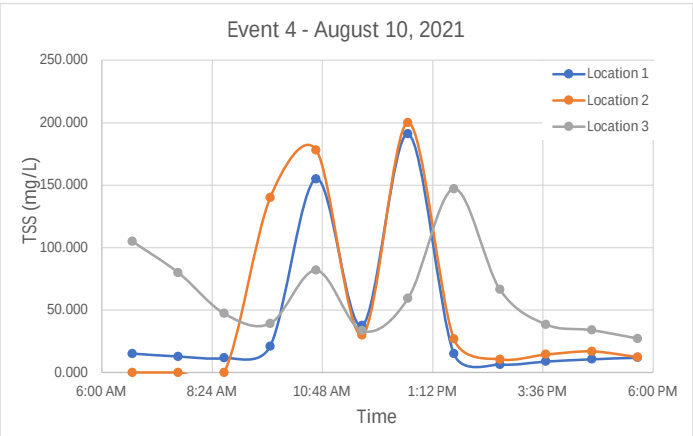
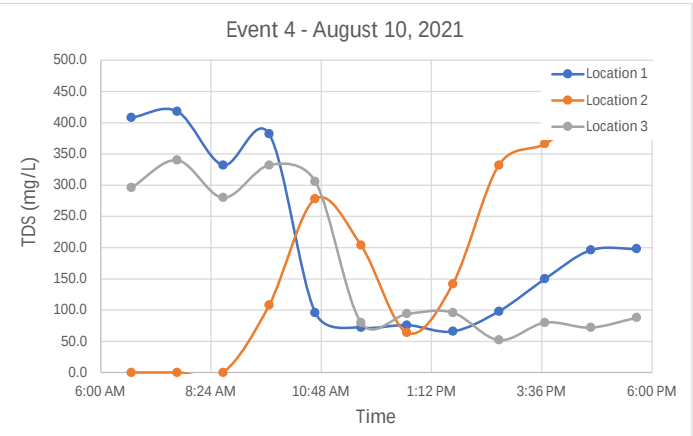
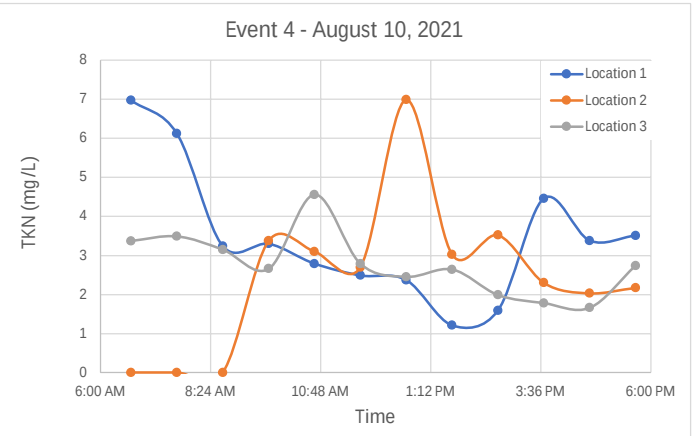
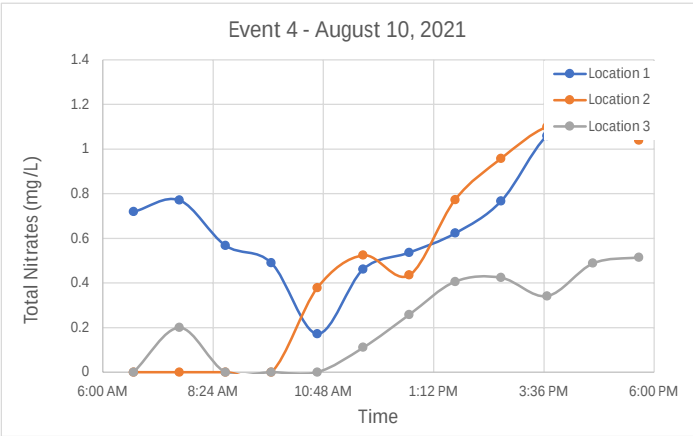
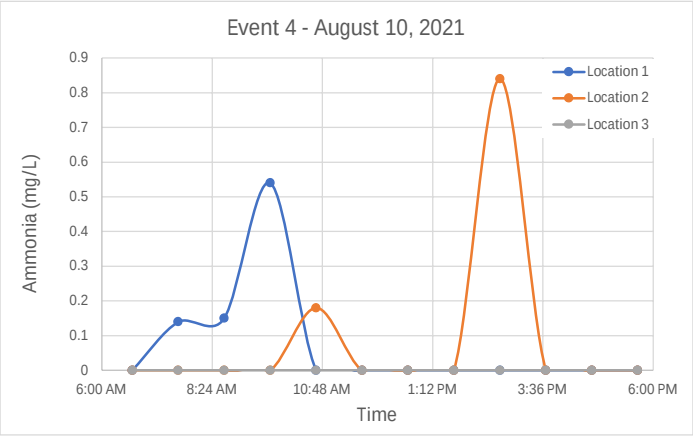
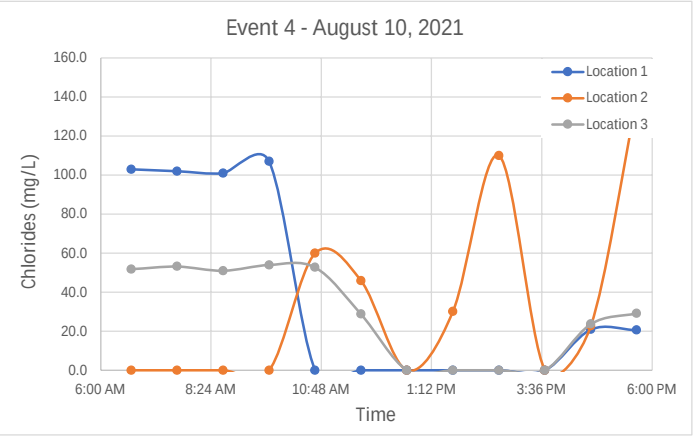
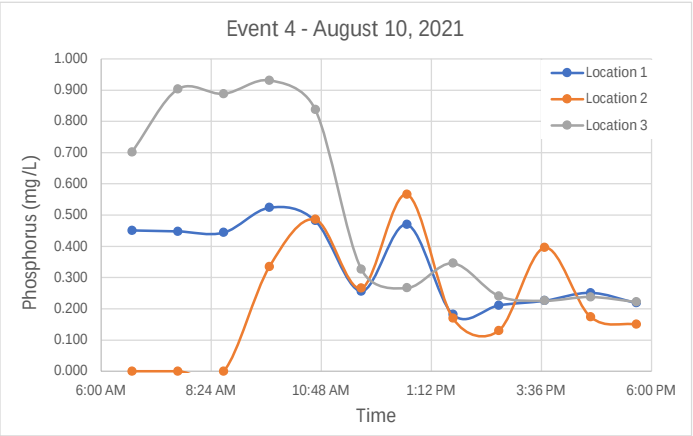


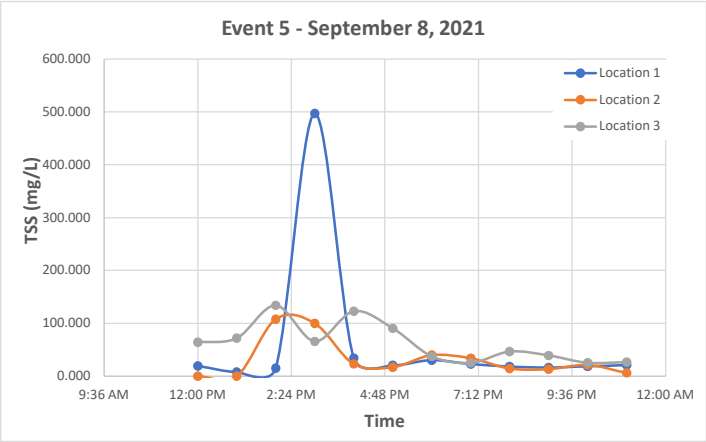
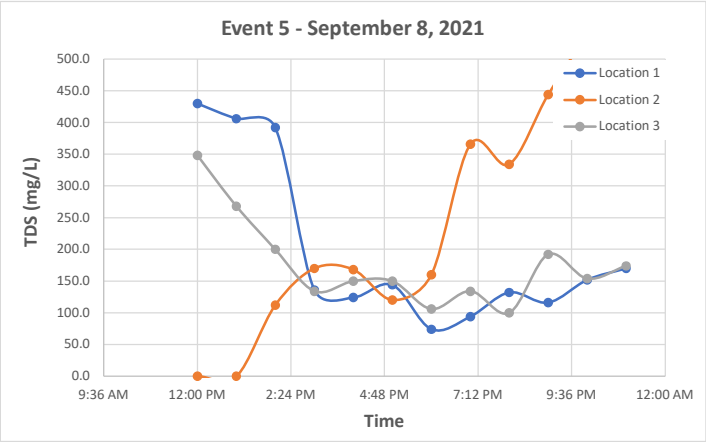
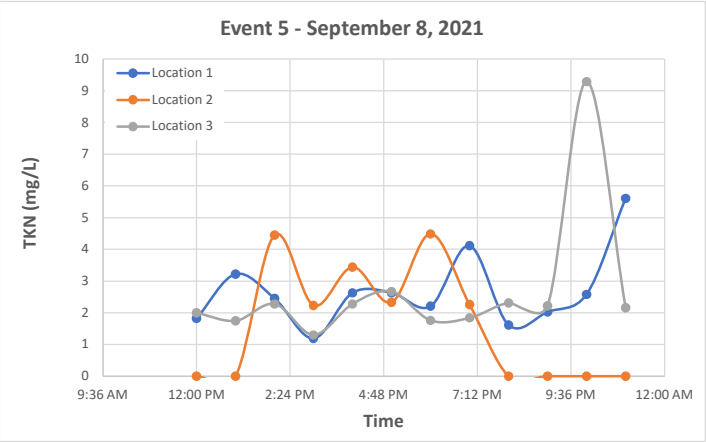
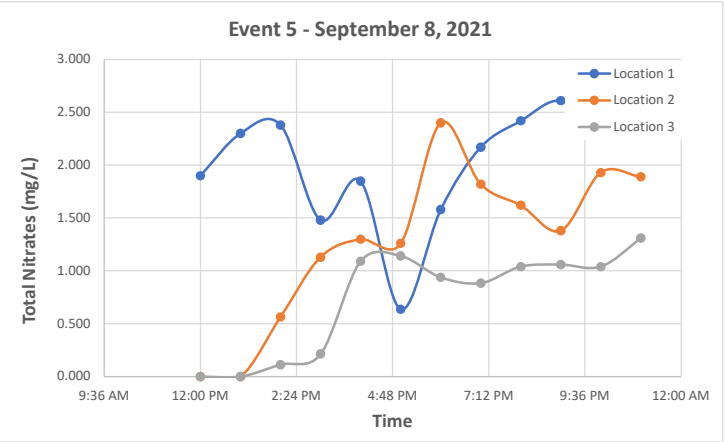
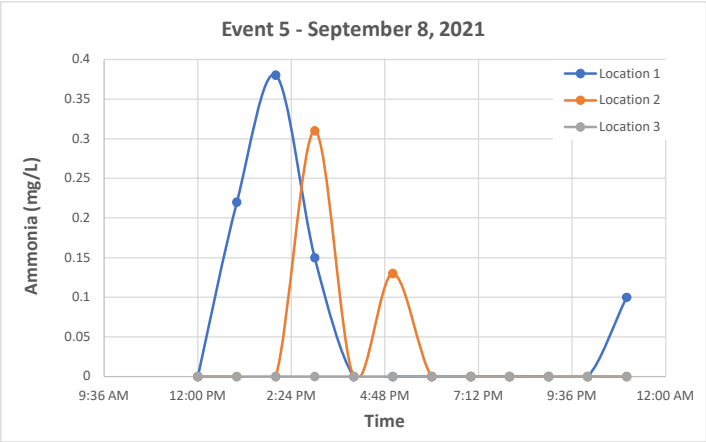
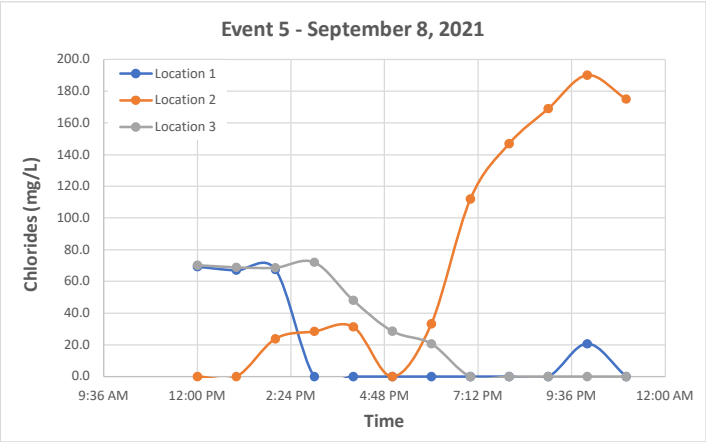
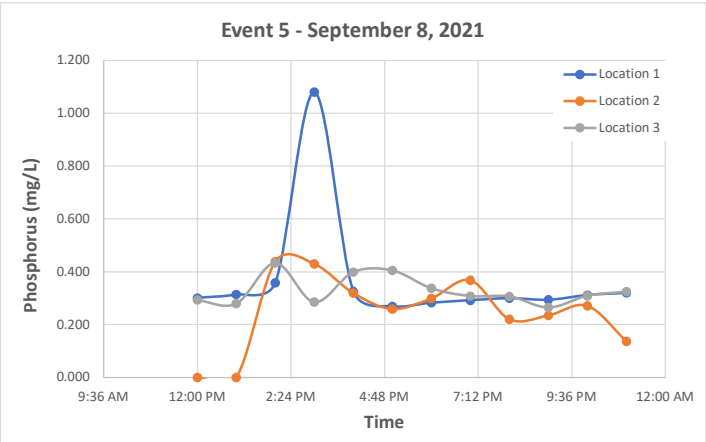
Figure 3.0 - Water Quality Sampling Results
Hibbard Road Stormwater Wetland Storage Area
Water Quality Benchmarking
Event 4 Water Quality Sampling Table

Event 4 - August 10, 2021		Location 1 8'x6' Box Culvert Outfall - North of Willow Watershed							Location 2 Sunset Road Outfall - South of Willow Watershed							Location 3 Skokie River Pumping Station Pool						
		Parameters							Parameters							Parameters						
Bottle No.	Time	Phosphorus (mg/L)	Chloride (mg/L)	Ammonia N (mg/L)	Total Nitrates (mg/L)	Total Kjeldahl Nitrogen-TKN (mg/L)	Total Dissolved Solids-TDS (mg/L)	Total Suspended Solids-TSS (mg/L)	Phosphorus (mg/L)	Chloride (mg/L)	Ammonia N (mg/L)	Total Nitrates (mg/L)	Total Kjeldahl Nitrogen-TKN (mg/L)	Total Dissolved Solids-TDS (mg/L)	Total Suspended Solids-TSS (mg/L)	Phosphorus (mg/L)	Chloride (mg/L)	Ammonia N (mg/L)	Total Nitrates (mg/L)	Total Kjeldahl Nitrogen-TKN (mg/L)	Total Dissolved Solids-TDS (mg/L)	Total Suspended Solids-TSS (mg/L)
1	6:40 AM	0.451	103.0	ND	0.719	6.97	408.0	15.200	N/A	N/A	N/A	N/A	N/A	N/A	N/A	0.702	51.8	ND	ND	3.37	296.0	105.000
2	7:40 AM	0.448	102.0	0.14	0.771	6.12	418.0	12.800	N/A	N/A	N/A	N/A	N/A	N/A	N/A	0.903	53.2	ND	0.200	3.49	340.0	80.000
3	8:40 AM	0.444	101.0	0.15	0.568	3.24	332.0	11.700	N/A	N/A	N/A	N/A	N/A	N/A	N/A	0.888	51.0	ND	ND	3.15	280.0	47.300
4	9:40 AM	0.524	107.0	0.54	0.490	3.30	382.0	21.000	0.335	ND	ND	ND	3.38	108.0	140.000	0.931	54.0	ND	ND	2.66	332.0	39.300
5	10:40 AM	0.482	ND	ND	0.172	2.79	96.0	155.000	0.486	60.0	0.18	0.378	3.10	278.0	178.000	0.838	52.7	ND	ND	4.56	306.0	81.900
6	11:40 AM	0.256	ND	ND	0.462	2.49	72.0	37.600	0.266	45.9	ND	0.524	2.70	204.0	30.000	0.327	28.8	ND	0.111	2.79	80.0	33.500
7	12:40 PM	0.470	ND	ND	0.536	2.37	76.0	191.000	0.566	ND	ND	0.435	6.99	64.0	200.000	0.267	ND	ND	0.258	2.45	94.0	59.500
8	1:40 PM	0.182	ND	ND	0.623	1.21	66.0	15.000	0.170	30.1	ND	0.773	3.02	142.0	26.900	0.346	ND	ND	0.406	2.64	96.0	147.000
9	2:40 PM	0.211	ND	ND	0.767	1.59	98.0	6.440	0.130	110.0	0.84	0.958	3.52	332.0	10.600	0.241	ND	ND	0.424	1.99	52.0	66.500
10	3:40 PM	0.226	ND	ND	1.06	4.46	150.0	8.870	0.396	ND	ND	1.1	2.30	366.0	14.500	0.226	ND	ND	0.341	1.78	80.0	38.500
11	4:40 PM	0.251	20.9	ND	1.15	3.38	196.0	10.700	0.174	22.7	ND	1.12	2.03	416.0	17.000	0.238	23.7	ND	0.488	1.66	72.0	34.000
12	5:40 PM	0.219	20.6	ND	1.14	3.51	198.0	12.000	0.150	139.0	ND	1.04	2.17	442.0	12.300	0.222	29.2	ND	0.515	2.74	88.0	27.200



Appendix D - Water Quality Sampling Results
Hibbard Road Stormwater Wetland Storage Area
Water Quality Benchmarking
Event 5 Water Quality Sampling Table

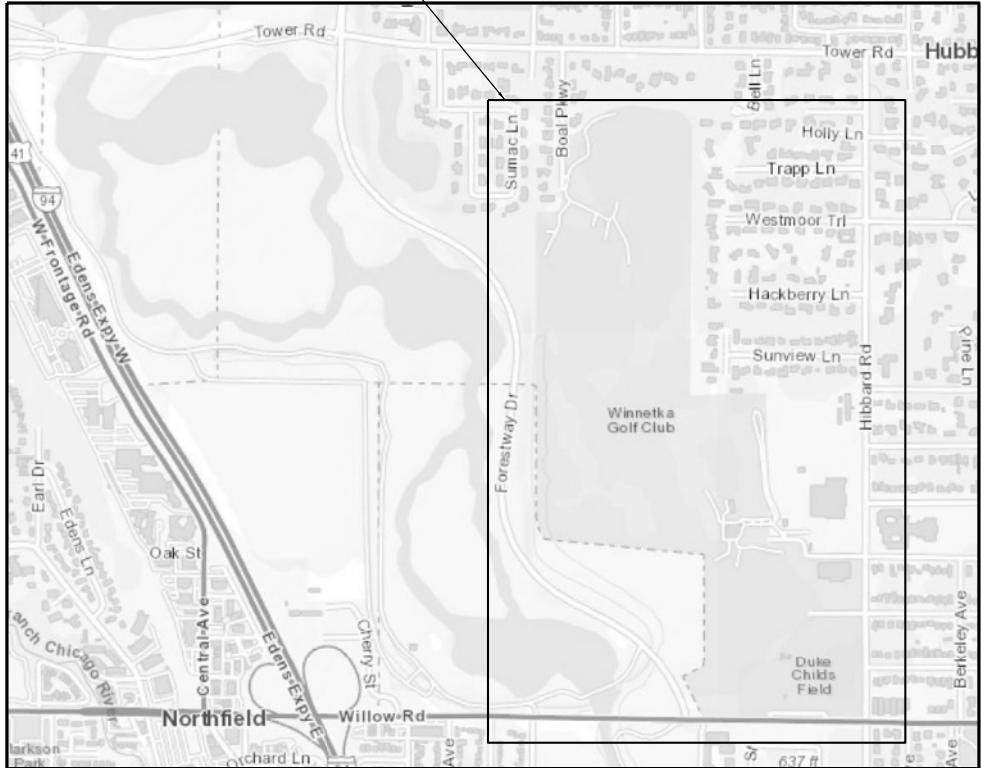
Event 5 - September 8, 2021		Location 18'x6' Box Culvert Outfall - North of Willow Watershed							Location 2Sunset Road Outfall - South of Willow Watershed							Location 3Skokie River Pumping Station Pool						
		Parameters							Parameters							Parameters						
Bottle No.	Time	Phosphorus (mg/L)	Chloride (mg/L)	Ammonia N (mg/L)	Total Nitrates (mg/L)	Total Kjeldahl Nitrogen-TKN (mg/L)	Total Dissolved Solids-TDS (mg/L)	Total Suspended Solids-TSS (mg/L)	Phosphorus (mg/L)	Chloride (mg/L)	Ammonia N (mg/L)	Total Nitrates (mg/L)	Total Kjeldahl Nitrogen-TKN (mg/L)	Total Dissolved Solids-TDS (mg/L)	Total Suspended Solids-TSS (mg/L)	Phosphorus (mg/L)	Chloride (mg/L)	Ammonia N (mg/L)	Total Nitrates (mg/L)	Total Kjeldahl Nitrogen-TKN (mg/L)	Total Dissolved Solids-TDS (mg/L)	Total Suspended Solids-TSS (mg/L)
1	12:00 PM	0.301	69.3	ND	1.900	1.82	430.0	19.500	ND	ND	ND	ND	ND	ND	ND	0.293	70.3	ND	ND	2.00	348.0	64.300
2	1:00 PM	0.314	67.0	0.22	2.300	3.22	406.0	7.940	ND	ND	ND	ND	ND	ND	ND	0.279	68.9	ND	ND	1.75	268.0	71.900
3	2:00 PM	0.358	67.6	0.38	2.380	2.45	392.0	15.200	0.438	23.8	ND	0.564	4.45	112.0	108.000	0.433	68.7	ND	0.113	2.28	200.0	134.000
4	3:00 PM	1.080	ND	0.15	1.480	1.19	136.0	497.000	0.430	28.5	0.31	1.130	2.23	170.0	100.000	0.285	72.1	ND	0.213	1.30	134.0	65.900
5	4:00 PM	0.326	ND	ND	1.850	2.63	124.0	34.300	0.319	31.3	ND	1.300	3.44	168.0	23.200	0.399	48.1	ND	1.090	2.28	150.0	123.000
6	5:00 PM	0.269	ND	ND	0.636	2.63	144.0	20.700	0.259	ND	0.13	1.260	2.33	120.0	17.000	0.405	28.6	ND	1.140	2.67	150.0	90.600
7	6:00 PM	0.283	ND	ND	1.580	2.21	74.0	30.400	0.299	33.3	ND	2.400	4.49	160.0	39.700	0.338	20.7	ND	0.939	1.76	106.0	37.400
8	7:00 PM	0.292	ND	ND	2.170	4.12	94.0	23.000	0.368	112.0	ND	1.820	2.26	366.0	34.100	0.308	ND	ND	0.884	1.84	134.0	25.200
9	8:00 PM	0.300	ND	ND	2.420	1.61	132.0	18.300	0.220	147.0	ND	1.620	ND	334.0	14.500	0.307	ND	ND	1.040	2.31	100.0	46.500
10	9:00 PM	0.294	ND	ND	2.610	2.03	116.0	16.400	0.234	169.0	ND	1.380	ND	444.0	13.400	0.265	ND	ND	1.060	2.22	192.0	39.200
11	10:00 PM	0.312	20.7	ND	2.310	2.58	152.0	18.600	0.271	190.0	ND	1.930	ND	530.0	21.100	0.309	ND	ND	1.040	9.29	154.0	25.400
12	11:00 PM	0.320	ND	0.1	2.490	5.61	170.0	21.000	0.137	175.0	ND	1.890	ND	538.0	6.190	0.325	ND	ND	1.310	2.16	174.0	26.600



APPENDIX E
NORTH OF WILLOW STORMWATER STORAGE
PROJECTS SELECT ENGINEERING DRAWINGS

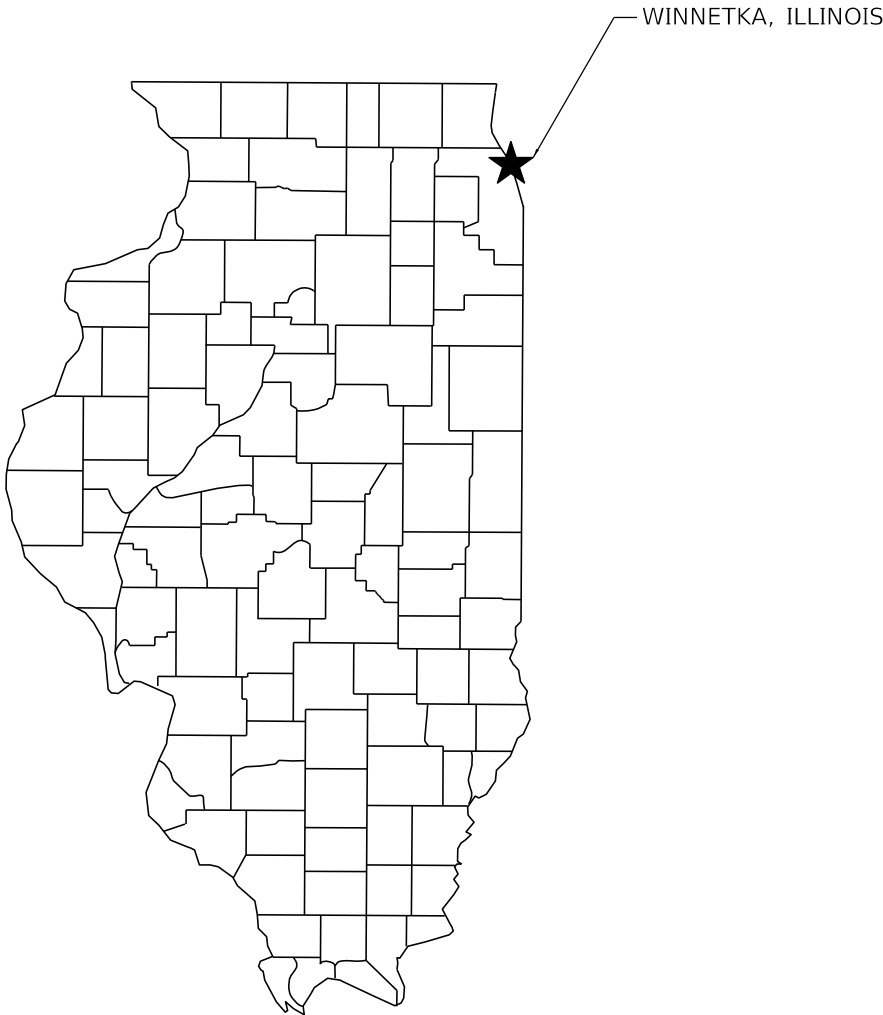
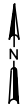
WEST AND SOUTHWEST STORMWATER MANAGEMENT PROGRAM
NORTH OF WILLOW
STORMWATER STORAGE PROJECTS
FOR
WINNETKA, ILLINOIS
APRIL 2022

PROJECT SITE



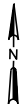
PROJECT LOCATION MAP

NOT TO SCALE



AREA MAP

NOT TO SCALE



Michael R. Waldron 4/5/22
Exp 11/30/23

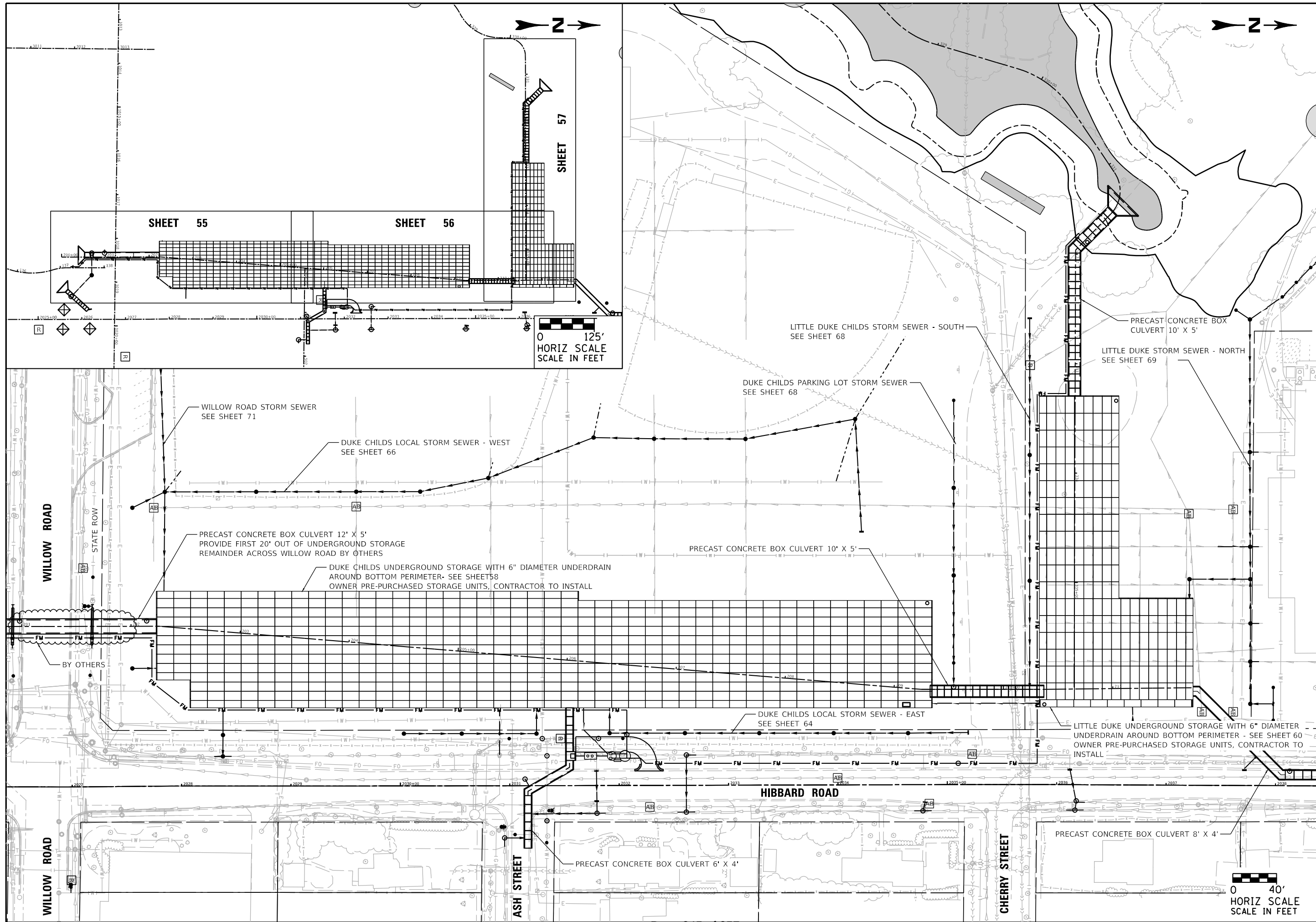
AREA BOUNDED BY OAK STREET (N), WILLOW ROAD (S), HIBBARD ROAD (E), AND THE SKOKIE RIVER (W) IN WINNETKA, IL 60093.
LEGAL DESCRIPTION
S19 T42N R13E



1170 SOUTH HOUBOLT ROAD
JOLIET, IL 60431
815 744-4200
815 744-4215 FAX
www.strand.com
CONTRACT NO. 022-025



TO OBTAIN LOCATION OF PARTICIPANTS' UNDERGROUND FACILITIES BEFORE YOU DIG IN ILLINOIS
CALL J.U.L.I.E.
1-800-892-0123
TOLL FREE
REQUIRES MIN. OF 48 HOURS NOTICE BEFORE YOU EXCAVATE. (EXCLUDING SAT., SUN., & HOL.)





DATE	REVISIONS	NO.
4/5/22	ISSUED FOR BID	1

**UNDERGROUND STORAGE
SITE LAYOUT PLAN**

NORTH OF WILLOW
STORMWATER STORAGE PROJECTS
VILLAGE OF WINNETKA
COOK COUNTY, ILLINOIS

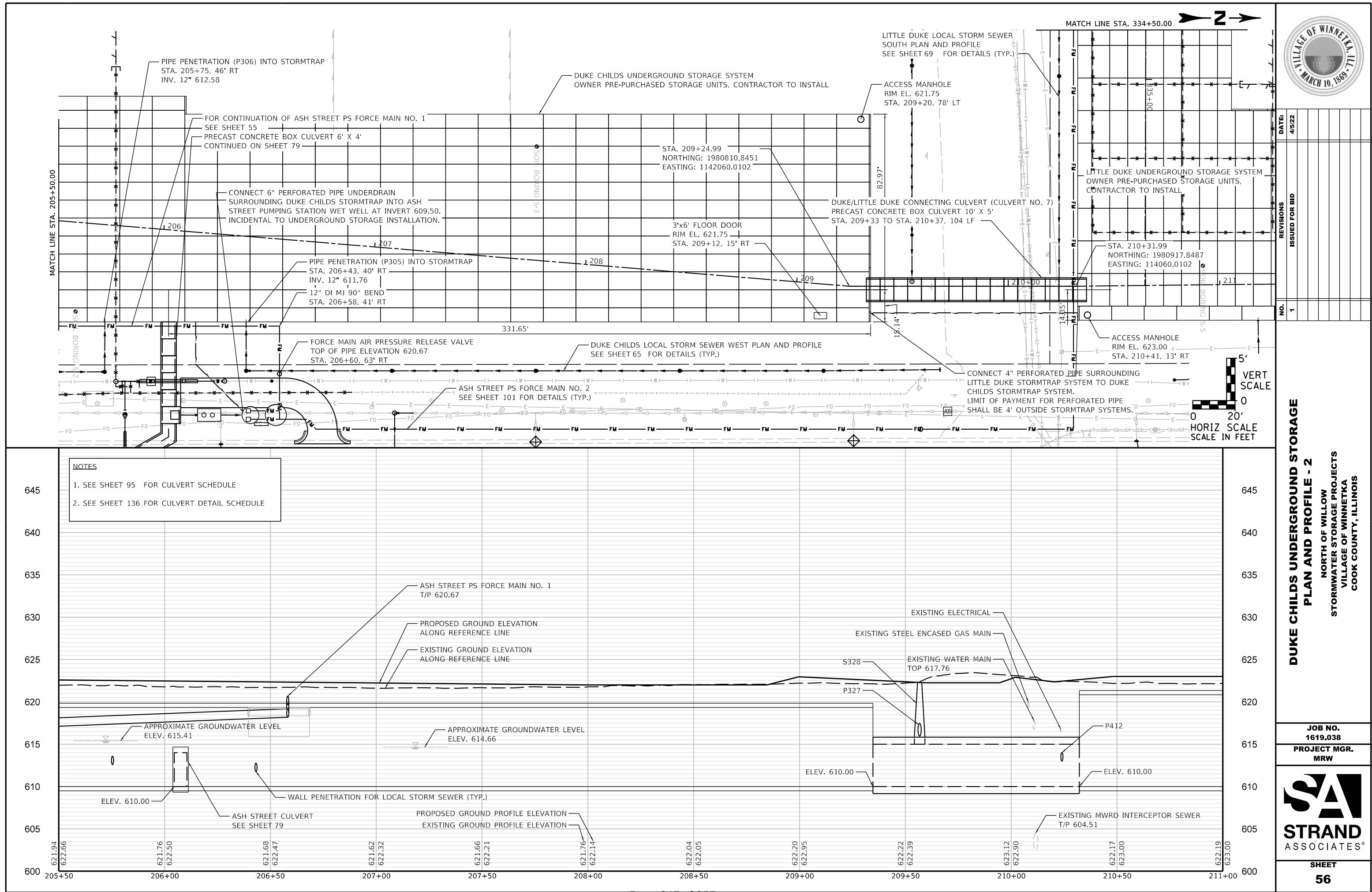
JOB NO.
1619.038

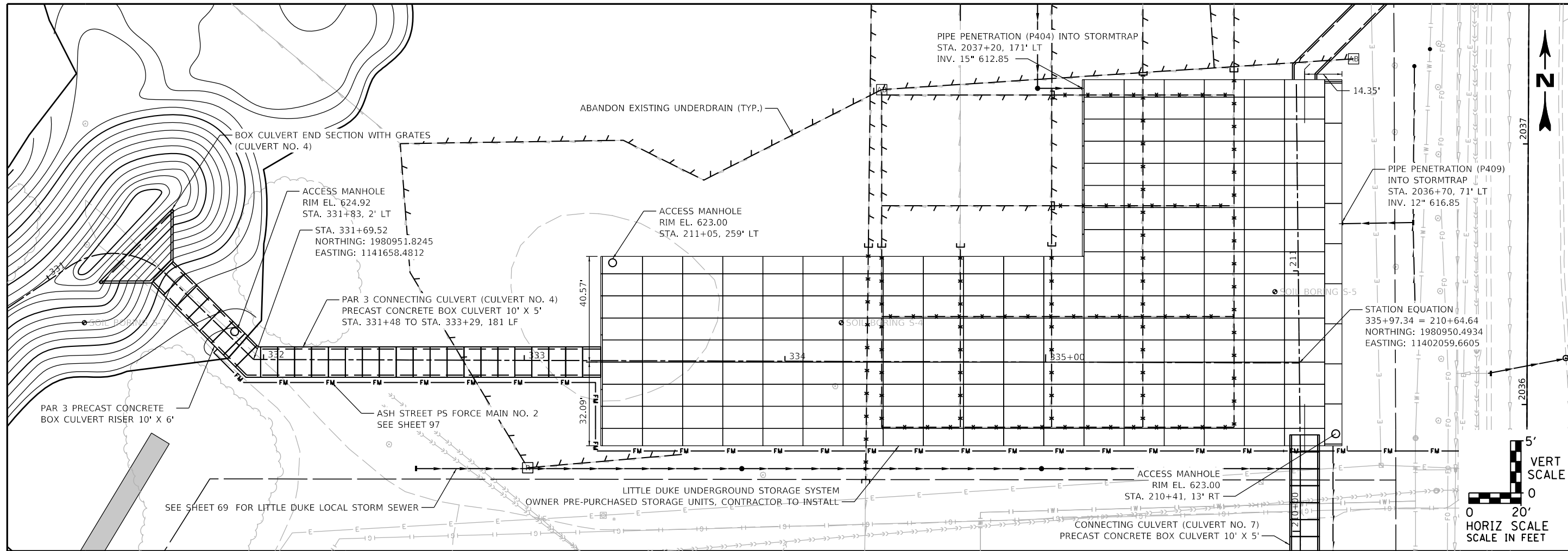
PROJECT MGR.
MRW



**STRAND
ASSOCIATES**

SHEET
54





- NOTES
1. SEE SHEET 95 FOR CULVERT SCHEDULE
 2. SEE SHEET 136 FOR CULVERT DETAIL SCHEDULE
 3. SEE SHEET 143 FOR CULVERT GRATE DETAILS

640

635

630

625

620

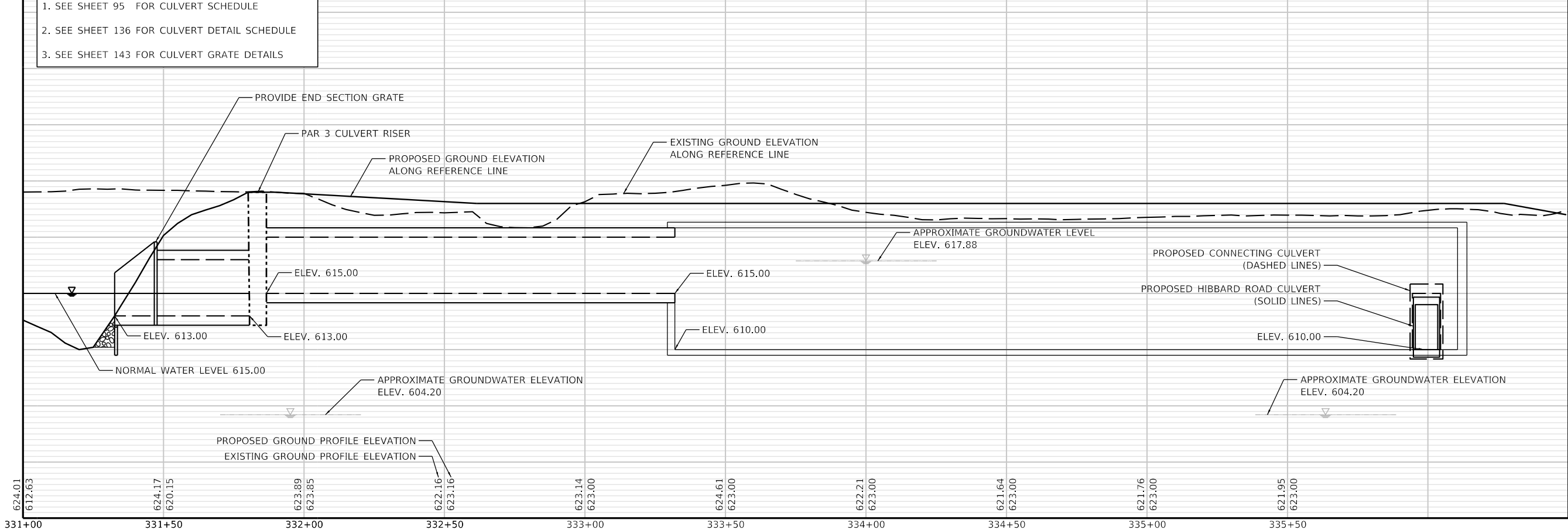
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640

635

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595



DATE	4/5/22
REVISIONS	
ISSUED FOR BID	
NO.	1

**LITTLE DUKE UNDERGROUND STORAGE
PLAN AND PROFILE**

NORTH OF WILLOW
STORMWATER STORAGE PROJECTS
VILLAGE OF WINNETKA
COOK COUNTY, ILLINOIS

JOB NO.
1619.038
PROJECT MGR.
MRW



SHEET
57



STORMTRAP
BY SIGNING THIS DOCUMENT YOU AGREE WITH THE P.C. INVERT ELEVATIONS, ACCESS OPENINGS SIZES AND LOCATIONS, PIPE MATERIAL, P.C. DIAMETERS, AND PIPE LOCATIONS OF THE DRAWINGS DATED 3/24/2022. IN ADDITION, YOU AGREE WITH THE GENERAL LAYOUT OF THE BASIN AND BASIN HEIGHT, MIN AND MAX COVER OVER THE SYSTEM, ELEVATION NOTES AND ALL SPECIFIC DESIGN ELEMENTS CONTAINED HEREIN. IT IS THE RESPONSIBILITY OF THE SYSTEM DESIGNER TO VERIFY THE STRUCTURAL INTEGRITY OF THE SYSTEM IS THE RESPONSIBILITY OF STORMTRAP.

APPROVED: [] APPROVED WITH CHANGES: [] DATE: []
CIVIL ENGINEER: []
APPROVED: [] APPROVED WITH CHANGES: [] DATE: []
INSTALL CONTRACTOR: []
APPROVED: [] APPROVED WITH CHANGES: [] DATE: []

SHEET INDEX	
PAGE	DESCRIPTION
0.0	COVER SHEET
1.0	DOUBLETRAP DESIGN CRITERIA
2.0	DOUBLETRAP SYSTEM LAYOUT
3.0	DOUBLETRAP INSTALLATION SPECIFICATIONS
4.0	DOUBLETRAP BACKFILL SPECIFICATIONS
5.0	RECOMMENDED MIN. ACCESS OPENING SPECIFICATIONS
6.0	DOUBLETRAP MODULE TYPES

STORMTRAP CONTACT INFORMATION
STORMTRAP SUPPLIER: STORMTRAP
CONTACT NAME: BRIAN REEDER
CELL PHONE: 815-338-1261
SALES EMAIL: BREEDER@STORMTRAP.COM

StormTrap
1267 WILLOW PARKWAY
ROSEMONT, IL 60446
P815-941-4548 / F331-318-5347

ENGINEER INFORMATION:
STRAND ASSOCIATES
INC
1170 S HOUBOLT RD
JOLIET, IL 60431
815-744-4200

PROJECT INFORMATION:
NORTH WILLOW
STORMWATER
MANAGEMENT
DUKE CHILDS
WINNETKA, IL

CURRENT ISSUE DATE:
3/23/2022

ISSUED FOR:
CONSTRUCTION

REV.	DATE	ISSUED FOR:	BY:
1	3/23/2022	CONSTRUCTION	JUN
2	3/23/2022	CONSTRUCTION	JUN
3	3/23/2022	CONSTRUCTION	DS
4	3/23/2022	APPROVAL	JUN
5	3/23/2022	APPROVAL	JUN
6	3/23/2022	APPROVAL	JUN
7	3/23/2022	APPROVAL	JUN
8	3/23/2022	PRELIMINARY	JUN

SCALE:
N/S

SHEET TITLE:
COVER SHEET

SHEET NUMBER:
0.0

STRUCTURAL DESIGN LOADING CRITERIA
LIVE LOADING: ASHTO HS-20 HIGHWAY LOADING
GROUND WATER TABLE: BELOW INVERT OF SYSTEM
SOIL BEARING CAPACITY: 3000PSF
SOIL DENSITY: 125 PCF
EQUVALENT UNSATURATED
LATERAL AT-RREST EARTH PRESSURE: 53 PSF / FT.

APPLICABLE CODES: ASTM C897
ACI-318
BACKFILL TYPE: SEE SHEET 4.0 FOR BACKFILL OPTIONS

STORMTRAP SYSTEM INFORMATION
WATER STORAGE PROVIDED: 619842.88 CUBIC FEET
UNIT HEADROOM: 9'-4" DOUBLETRAP
UNIT QUANTITY: 1142 TOTAL PIECES

- SITE SPECIFIC DESIGN CRITERIA
- STORMTRAP UNITS SHALL BE MANUFACTURED AND INSTALLED ACCORDING TO SHOP DRAWINGS APPROVED BY THE INSTALLING CONTRACTOR AND ENGINEER OF RECORD. THE SHOP DRAWINGS SHALL INDICATE SIZE AND LOCATION OF ROOF OPENINGS AND INLET/OUTLET PIPE TYPES, SIZES, INVERT ELEVATIONS AND SIZE OF OPENINGS.
 - COVER RANGE: MIN. 1.37' MAX. 3.51' CONSULT STORMTRAP FOR ADDITIONAL COVER OPTIONS.
 - ALL DIMENSIONS AND SOIL CONDITIONS, INCLUDING BUT NOT LIMITED TO GROUNDWATER AND SOIL BEARING CAPACITY ARE REQUIRED TO BE VERIFIED IN THE FIELD BY OTHERS PRIOR TO STORMTRAP INSTALLATION.
 - FOR STRUCTURAL CALCULATIONS THE GROUND WATER TABLE IS ASSUMED TO BE BELOW INVERT OF SYSTEM IF WATER TABLE IS DIFFERENT THAN ASSUMED, CONTACT STORMTRAP.
 - SYSTEM DESIGN MAY ALLOW FOR INCIDENTAL LEAKAGE AND WILL NOT BE SUBJECT TO LEAKAGE TESTING.

StormTrap
1267 WILLOW PARKWAY
ROSEMONT, IL 60446
P815-941-4548 / F331-318-5347

ENGINEER INFORMATION:
STRAND ASSOCIATES
INC
1170 S HOUBOLT RD
JOLIET, IL 60431
815-744-4200

PROJECT INFORMATION:
NORTH WILLOW
STORMWATER
MANAGEMENT
DUKE CHILDS
WINNETKA, IL

CURRENT ISSUE DATE:
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CONSTRUCTION

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8	3/23/2022	PRELIMINARY	JUN

SCALE:
N/S

SHEET TITLE:
DOUBLETRAP
DESIGN
CRITERIA

SHEET NUMBER:
1.0

NORTH WILLOW STORMWATER MANAGEMENT
DUKE CHILDS
WINNETKA, IL

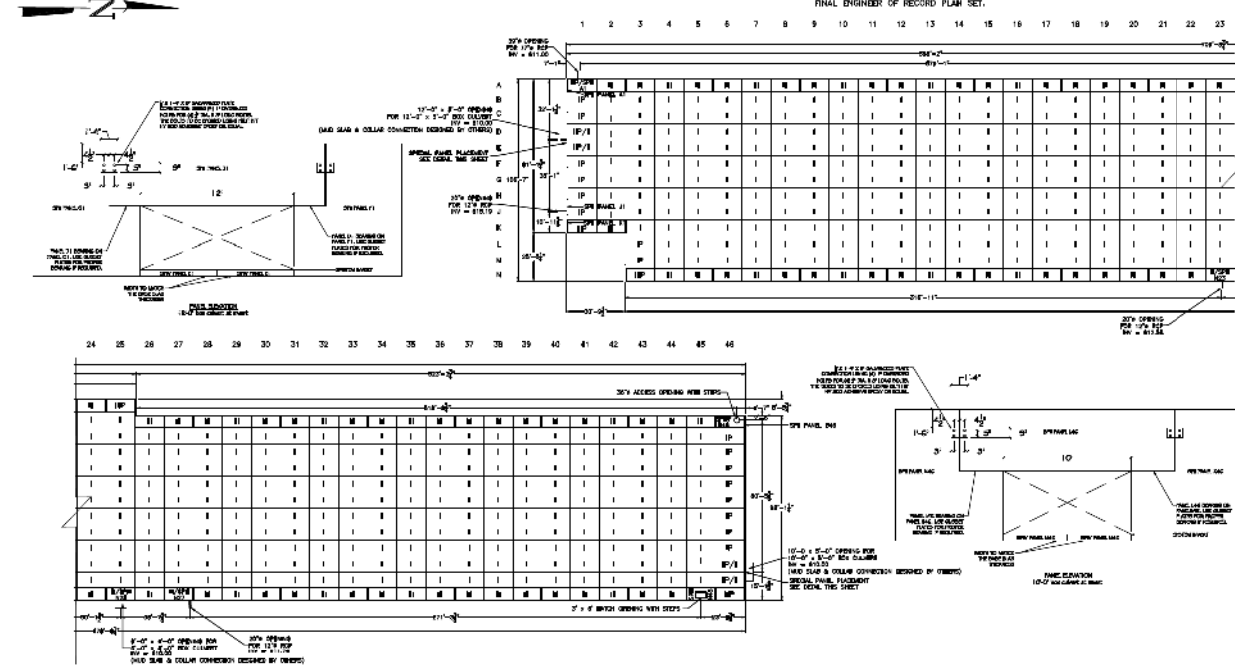
QTY.	UNIT TYPE	DESCRIPTION	TOP HEIGHT	BASE HEIGHT
875	I	9'-4" DOUBLETRAP	15290	15968
4	II	9'-4" DOUBLETRAP	17477	17275
82	III	9'-4" DOUBLETRAP	14990	14868
0	IV	9'-4" DOUBLETRAP	16084	15983
0	VII	9'-4" DOUBLETRAP	0	0
0	SPW	9'-4" DOUBLETRAP	VARIABLE	VARIABLE
26	T2 PANEL	8" THICK PANEL	4352	
2	T4 PANEL	8" THICK PANEL	3426	
0	T7 PANEL	8" THICK PANEL	0	
1	JOINT WRAP	150' PER ROLL		
512	JOINT TAPE	14.5' PER ROLL		

LOADING DISCLAIMER:
STORMTRAP IS NOT DESIGNED TO ACCEPT ANY ADDITIONAL LOADINGS FROM HEAVY STRUCTURES NEXT TO OR OVER THE TOP OF STORMTRAP. IF ADDITIONAL LOADING CONSIDERATIONS ARE REQUIRED FOR STRUCTURAL DESIGN OF STORMTRAP, PLEASE CONTACT STORMTRAP IMMEDIATELY.

THE STORMTRAP SYSTEM HAS NOT BEEN DESIGNED TO SUPPORT THE ADDITIONAL WEIGHT OF ANY TREES. FURTHERMORE, THE ROOTS OF THE TREES MUST BE CONTAINED TO PREVENT FUTURE DAMAGE TO THE STORMTRAP SYSTEM. STORMTRAP ACCEPTS NO LIABILITY FOR DAMAGES CAUSED BY TREES OR OTHER VEGETATION PLACED AROUND OR ON TOP OF THE SYSTEM.

DESIGN CRITERIA
ALLOWABLE MAX GRADE = 623.34
ALLOWABLE MIN GRADE = 621.20
INSIDE HEIGHT ELEVATION = 619.33
SYSTEM INVERT = 610.00

NOTES:
1. DIMENSIONS OF STORMTRAP SYSTEM SHOWN BELOW ALLOW FOR A 3/4" GAP BETWEEN EACH MODULE.
2. ALL DIMENSIONS TO BE VERIFIED IN THE FIELD BY OTHERS.
3. SEE SHEET 3.0 FOR INSTALLATION SPECIFICATIONS.
4. SP - INDICATES A MODULE WITH MODIFICATIONS.
5. P - INDICATES A MODULE WITH A PANEL ATTACHMENT.
6. CONTRACTOR RESPONSIBILITY TO ENSURE CORRESPONDENCE/ACCURACY TO FINAL ENGINEER OF RECORD PLAN SET.



StormTrap
1267 WILLOW PARKWAY
ROSEMONT, IL 60446
P815-941-4548 / F331-318-5347

ENGINEER INFORMATION:
STRAND ASSOCIATES
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1170 S HOUBOLT RD
JOLIET, IL 60431
815-744-4200

PROJECT INFORMATION:
NORTH WILLOW
STORMWATER
MANAGEMENT
DUKE CHILDS
WINNETKA, IL

CURRENT ISSUE DATE:
3/23/2022

ISSUED FOR:
CONSTRUCTION

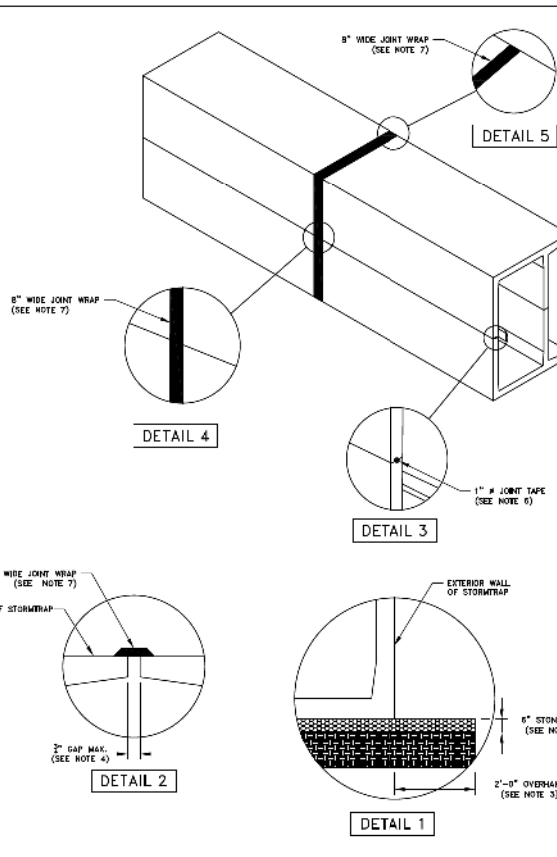
REV.	DATE	ISSUED FOR:	BY:
1	3/23/2022	CONSTRUCTION	JUN
2	3/23/2022	CONSTRUCTION	JUN
3	3/23/2022	CONSTRUCTION	DS
4	3/23/2022	APPROVAL	JUN
5	3/23/2022	APPROVAL	JUN
6	3/23/2022	APPROVAL	JUN
7	3/23/2022	APPROVAL	JUN
8	3/23/2022	PRELIMINARY	JUN

SCALE:
N/S

SHEET TITLE:
DOUBLETRAP
SYSTEM LAYOUT

SHEET NUMBER:
2.0

- STORMTRAP INSTALLATION SPECIFICATIONS
- STORMTRAP SHALL BE INSTALLED IN ACCORDANCE WITH ASTM C891, STANDARD FOR INSTALLATION OF UNDERGROUND PRECAST CONCRETE UTILITY STRUCTURES, THE FOLLOWING ADDITIONS AND/OR EXCEPTIONS SHALL APPLY:
IT IS THE RESPONSIBILITY OF THE INSTALLING CONTRACTOR TO ENSURE THAT PROPER/ADEQUATE EQUIPMENT IS USED TO SET/INSTALL THE MODULES.
 - STORMTRAP MODULES CAN BE PLACED ON A LEVEL, 6" FOUNDATION OF 2" AGGREGATE EXTENDING 2'-0" PAST THE OUTSIDE OF THE SYSTEM (SEE DETAIL 1) AND SHALL BE PLACED ON PROPERLY COMPACTED SOILS (SEE SHEET 1.0 FOR SOIL BEARING CAPACITY REQUIREMENTS), AND IN ACCORDANCE WITH ASTM C891 STANDARD PRACTICE FOR INSTALLATION OF UNDERGROUND PRECAST UTILITY STRUCTURES.
 - THE STORMTRAP MODULES SHALL BE PLACED SUCH THAT THE MAXIMUM SPACE BETWEEN ADJACENT MODULES DOES NOT EXCEED 1/2" (SEE DETAIL 2). IF THE SPACE EXCEEDS 1/2", THE MODULES SHALL BE RESET WITH APPROPRIATE ADJUSTMENT MADE TO LINE AND GRADE TO PROVIDE A WATER TIGHT SEAL.
 - STORMTRAP MODULES ARE NOT WATER TIGHT. IF A WATER TIGHT SOLUTION IS REQUIRED, CONTACT STORMTRAP FOR RECOMMENDATIONS. THE WATER TIGHT APPLICATION IS TO BE PROVIDED AND IMPLEMENTED BY THE CONTRACTOR. THE CONTRACTOR IS RESPONSIBLE TO ENSURE THAT THE SELECTED WATER TIGHT SOLUTION PERFORMS AS SPECIFIED BY THE MANUFACTURER.
 - THE PERIMETER HORIZONTAL JOINT BETWEEN THE TOP AND BASE LEG CONNECTION OF THE STORMTRAP MODULES SHALL BE SEALED WITH PREFORMED MASTIC JOINT TAPE ACCORDING TO ASTM C891, 8.8 AND 8.12. (SEE DETAIL 3). THE MASTIC JOINT TAPE DOES NOT PROVIDE A WATER TIGHT SEAL.
 - ALL EXTERIOR JOINTS BETWEEN ADJACENT STORMTRAP MODULES SHALL BE SEALED WITH 8" WIDE PRE-FORMED, COLD-APPLIED, SELF-ADHERING ELASTOMERIC RESIN, BONDED TO A WOVEN, HIGHLY PUNCTURE RESISTANT POLYMER WRAP, CONFORMING TO ASTM C891 AND SHALL BE INTEGRATED WITH PRIMER SEALANT AS APPROVED BY STORMTRAP (SEE DETAILS 4 & 5). THE JOINT WRAP DOES NOT PROVIDE A WATER TIGHT SEAL. THE SOLE PURPOSE OF THE JOINT WRAP IS TO PROVIDE A SILT AND SOIL TIGHT SYSTEM. THE ADHESIVE EXTERIOR JOINT WRAP SHALL BE INSTALLED ACCORDING TO THE FOLLOWING INSTALLATION INSTRUCTIONS:
7.1. USE A BRUSH OR WET CLOTH TO THOROUGHLY CLEAN THE OUTSIDE SURFACE AT THE POINT WHERE JOINT WRAP IS TO BE APPLIED.
7.2. A RELEASE PAPER PROTECTS THE ADHESIVE SIDE OF THE JOINT WRAP. PLACE THE ADHESIVE TAPE (ADHESIVE SIDE DOWN) AROUND THE STRUCTURE, REMOVING THE RELEASE PAPER AS YOU GO. PRESS THE JOINT WRAP FIRMLY AGAINST THE STORMTRAP MODULE SURFACE WHEN APPLYING.
 - IF THE CONTRACTOR NEEDS TO CANCEL ANY SHIPMENTS, THEY MUST DO SO 48 HOURS PRIOR TO THEIR SCHEDULED ARRIVAL AT THE JOB SITE. IF CANCELED AFTER THAT TIME, PLEASE CONTACT THE PROJECT MANAGER.
 - IF THE STORMTRAP MODULE(S) IS DAMAGED IN ANY WAY PRIOR, DURING, OR AFTER INSTALL, STORMTRAP MUST BE CONTACTED IMMEDIATELY TO ASSESS THE DAMAGE AND TO DETERMINE WHETHER OR NOT THE MODULE(S) WILL NEED TO BE REPLACED. IF ANY MODULE ARRIVES AT THE JOBSITE DAMAGED DO NOT UNLOAD IT. CONTACT STORMTRAP IMMEDIATELY. ANY DAMAGE NOT REPORTED BEFORE THE TRUCK IS UNLOADED WILL BE THE CONTRACTOR'S RESPONSIBILITY.
 - STORMTRAP MODULES CANNOT BE ALTERED IN ANY WAY AFTER MANUFACTURING WITHOUT WRITTEN CONSENT FROM STORMTRAP.



StormTrap
1267 WILLOW PARKWAY
ROSEMONT, IL 60446
P815-941-4548 / F331-318-5347

ENGINEER INFORMATION:
STRAND ASSOCIATES
INC
1170 S HOUBOLT RD
JOLIET, IL 60431
815-744-4200

PROJECT INFORMATION:
NORTH WILLOW
STORMWATER
MANAGEMENT
DUKE CHILDS
WINNETKA, IL

CURRENT ISSUE DATE:
3/23/2022

ISSUED FOR:
CONSTRUCTION

REV.	DATE	ISSUED FOR:	BY:
1	3/23/2022	CONSTRUCTION	JUN
2	3/23/2022	CONSTRUCTION	JUN
3	3/23/2022	CONSTRUCTION	DS
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6	3/23/2022	APPROVAL	JUN
7	3/23/2022	APPROVAL	JUN
8	3/23/2022	PRELIMINARY	JUN

SCALE:
N/S

SHEET TITLE:
DOUBLETRAP
INSTALLATION
SPECIFICATIONS

SHEET NUMBER:
3.0



DATE	4/5/22
ISSUED FOR	BID
NO.	1

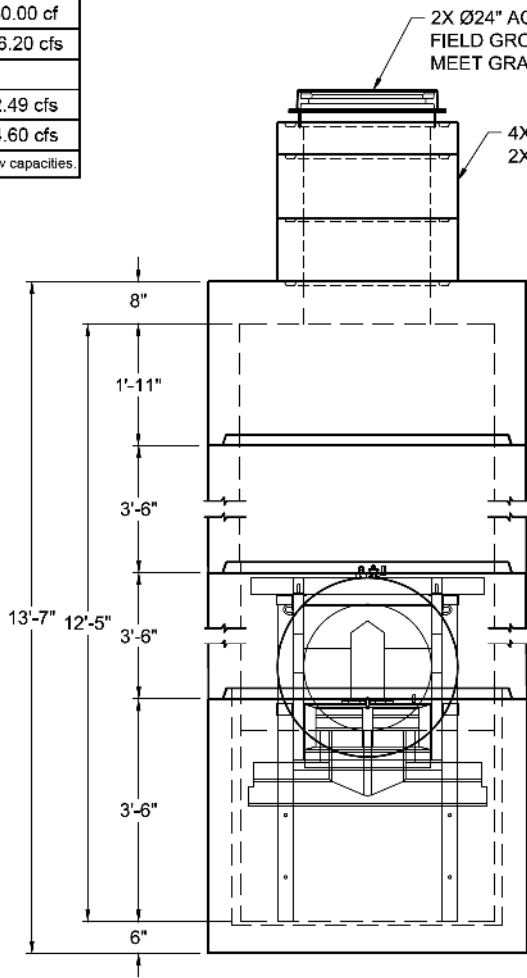
STORMTRAP DETAILS
DUKE CHILDS - 1
NORTH OF WILLOW
STORMWATER STORAGE PROJECTS
VILLAGE OF WINNETKA
COOK COUNTY, ILLINOIS

JOB NO.
1619.038
PROJECT MGR.
MRW

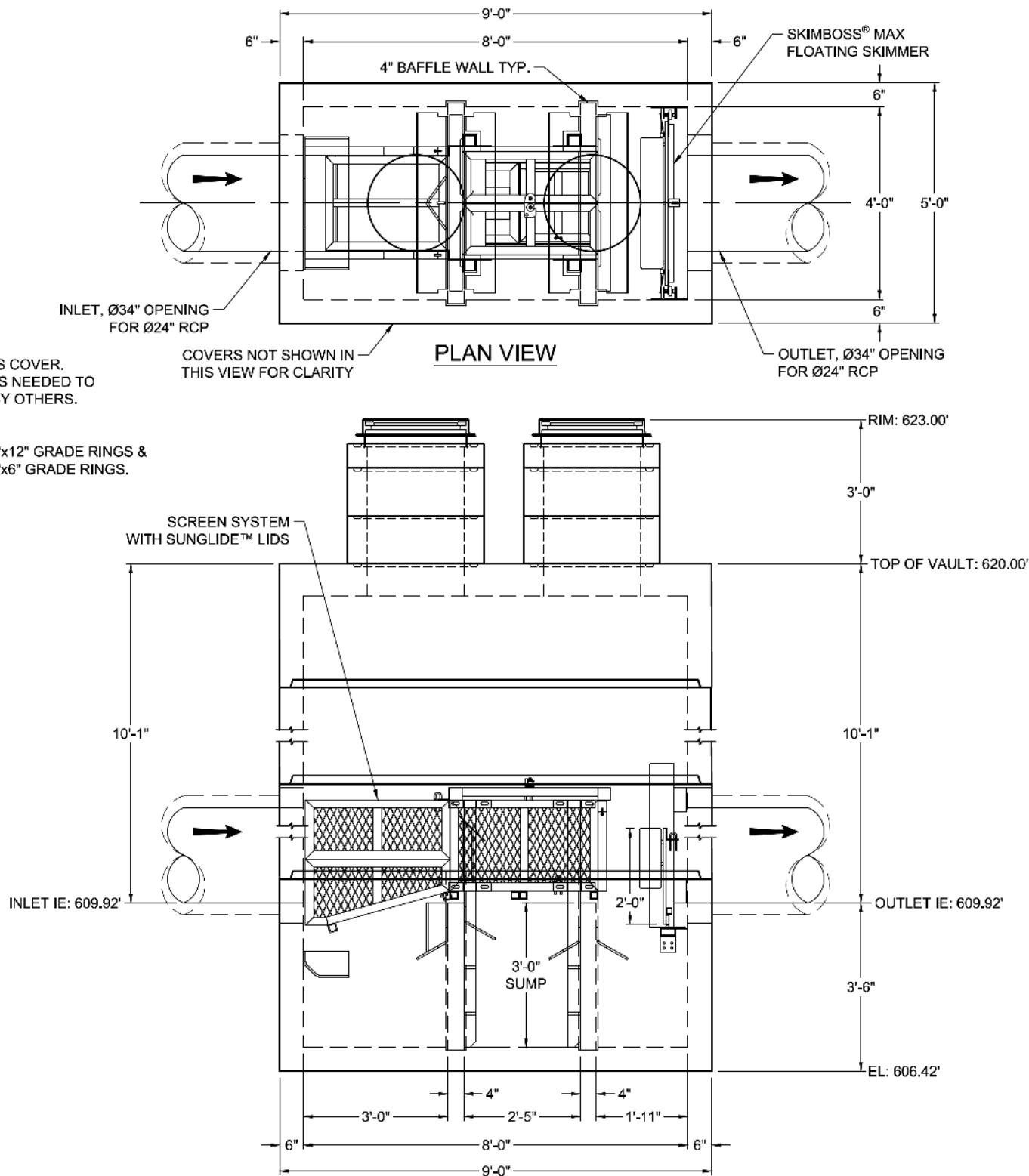


SHEET
58

SITE SPECIFIC DATA			
Structure ID			ID
Water Quality Flow Rate (cfs)			3.79
Peak Flow Rate (cfs)			4.90
Rim Elevation			623.00'
Top of Vault Elevation			620.00'
Pipe Data	Pipe Size	Pipe Type	Invert Elevation
Inlet	24"	RCP	609.92'
Outlet	24"	RCP	609.92'
Notes:			
PERFORMANCE SPECIFICATIONS			
Screen System Storage Volume			25.66 cf
Total Sump Volume			88.00 cf
NJDEP Sediment Storage Volume			30.00 cf
Peak Flow Capacity*			26.20 cfs
Treatment Flow Capacities:*			
NJDEP 50% Removal, 75 micron			2.49 cfs
80% Removal, 150 micron			4.60 cfs
*Contact Oldcastle for additional treatment and peak flow capacities.			



LEFT END VIEW



ELEVATION VIEW

- NOTES:
- DESIGN LOADINGS:
 - AASHTO HS-20-44 (WITH IMPACT)
 - DESIGN SOIL COVER: 3'-0" MAXIMUM
 - ASSUMED WATER TABLE: ABOVE THE BASE OF PRECAST (ENGINEER-OF-RECORD TO CONFIRM SITE WATER TABLE ELEVATION)
 - LATERAL EARTH PRESSURE: 45 PCF (DRAINED)
 - LATERAL LIVE LOAD SURCHARGE: 80 PSF (APPLIED TO 8'-0" BELOW GRADE)
 - NO LATERAL SURCHARGE FROM ADJACENT BUILDINGS, WALLS, PIERS, OR FOUNDATIONS.
 - CONCRETE 28-DAY MINIMUM COMPRESSIVE STRENGTH: 5,000 PSI MINIMUM.
 - REINFORCING: REBAR, ASTM A615/A706, GRADE 60
 - CEMENT: ASTM C150
 - REQ'D ALLOWABLE SOIL BEARING CAPACITY: 2,500 PSF
 - REFERENCE STANDARD:
 - ASTM C890
 - ASTM C913
 - ACI 318-14
 - THIS STRUCTURE IS DESIGNED TO THE PARAMETERS NOTED HEREIN. ENGINEER-OF-RECORD SHALL VERIFY THAT NOTED PARAMETERS MEET OR EXCEED PROJECT REQUIREMENTS. IF DESIGN PARAMETERS ARE INCORRECT, REVIEWING ENGINEER/AUTHORITY SHALL NOTIFY OLDCASTLE INFRASTRUCTURE UPON REVIEW OF THIS SUBMITTAL.
 - OVERSIZED HOLES TO ACCOMMODATE SPECIFIC PIPE TYPE MUST BE CONCENTRIC TO PIPE ID. AFTER PIPES ARE INSTALLED, ALL ANNULAR SPACES SHALL BE FILLED WITH A MINIMUM OF 3,000 PSI CONCRETE FOR FULL THICKNESS OF PRECAST WALLS. PIPES ARE TO BE FLUSH WITH THE INSIDE SURFACE OF THE CONCRETE STRUCTURE.
 - CONTRACTOR RESPONSIBLE TO VERIFY ALL SIZES, LOCATIONS, AND ELEVATIONS OF OPENINGS.
 - CONTRACTOR RESPONSIBLE TO ENSURE ADEQUATE BEARING SURFACE IS PROVIDED (I.E. COMPACTED AND LEVEL PER PROJECT SPECIFICATIONS).
 - SECTION HEIGHTS, SLAB/WALL THICKNESSES, AND KEYWAYS ARE SUBJECT TO CHANGE AS REQUIRED FOR SITE REQUIREMENTS AND/OR DUE TO PRODUCT AVAILABILITY AND PRODUCTION FACILITY CONSTRAINTS.
 - FOR SITE SPECIFIC DRAWINGS WITH DETAILED STRUCTURE DIMENSIONS AND WEIGHTS, PLEASE CONTACT OLDCASTLE INFRASTRUCTURE.
 - MAXIMUM PICK WEIGHT: 11,200 LBS. (* COMBINED WEIGHT INCLUDES BAFFLE WALLS AND PRODUCT INTERNALS.)
 - INTERNALS SHALL CONSIST OF A FLOATING SKIMMER, FLOW DEFLECTORS, ELEVATED CENTRAL SCREEN SYSTEM AND SLIDING LIDS. THESE COMPONENTS EFFECTIVELY REDUCE HEAD LOSS, INCREASE POLLUTANT REMOVAL AND SIMPLIFY MAINTENANCE.

Ph: 800.579.6310 | www.oldcastleinfrastructure.com/enr/enr

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Nutrient Separating Baffle Box®

NSBB-48

CUSTOMER

Strand Associates, Inc.

PROJECT NAME

Pumping Station & Stormwater - Winnetka, IL

SHEET NAME	REVISION	SHEET
21-678420-NSBB-48	1 REV DATE 1/21/22	1 OF 1

THIS PRODUCT IS PROTECTED BY ONE OR MORE OF THE FOLLOWING US PATENT(S): 6,428,692; 7,270,747; 7,981,283; 8,142,666; 8,366,923; 8,491,797; 7,846,327; 8,034,236; RELATED FOREIGN PATENTS, OR OTHER PATENTS PENDING.

1	UPDATED BOX GEOMETRY	PPS	1/21/22
REV	DESCRIPTION	BY	DATE



DATE:	4/5/22
REVISIONS	
ISSUED FOR BID	
NO.	1

HYDRODYNAMIC SEPARATOR DETAILS

NORTH OF WILLOW
STORMWATER STORAGE PROJECTS
VILLAGE OF WINNETKA
COOK COUNTY, ILLINOIS

JOB NO.
1619.038
PROJECT MGR.
MRW



SHEET
100

APPENDIX F
CROW ISLAND STORAGE AND CONVEYANCE
SELECT ENGINEERING DRAWINGS

WEST AND SOUTHWEST STORMWATER MANAGEMENT PROGRAM

CROW ISLAND STORAGE AND CONVEYANCE PROJECTS

FOR WINNETKA, ILLINOIS

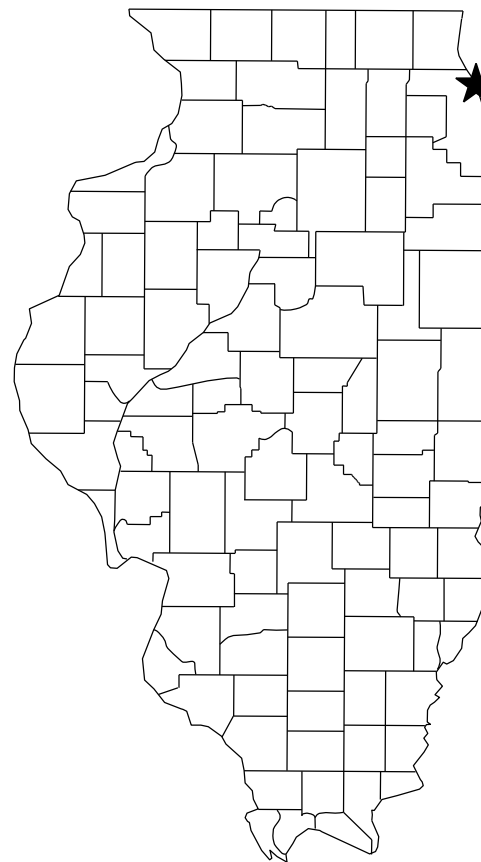
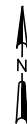
AUGUST 2022

PROJECT SITE



PROJECT LOCATION MAP

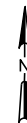
NOT TO SCALE



WINNETKA, ILLINOIS

AREA MAP

NOT TO SCALE



AREA BOUNDED BY WILLOW ROAD (N), SUNSET ROAD (S), ROSEWOOD AVENUE (E), AND HIBBARD ROAD (W) IN WINNETKA, IL 60093.

LEGAL DESCRIPTION

S19 T42N R13E

1170 SOUTH HOUBOLT ROAD
JOLIET, IL 60431
815 744-4200
815 744-4215 FAX
www.strand.com
CONTRACT NO. 022-025



TO OBTAIN LOCATION OF
PARTICIPANTS' UNDERGROUND
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DIG IN ILLINOIS

CALL J.U.L.I.E.
1-800-892-0123

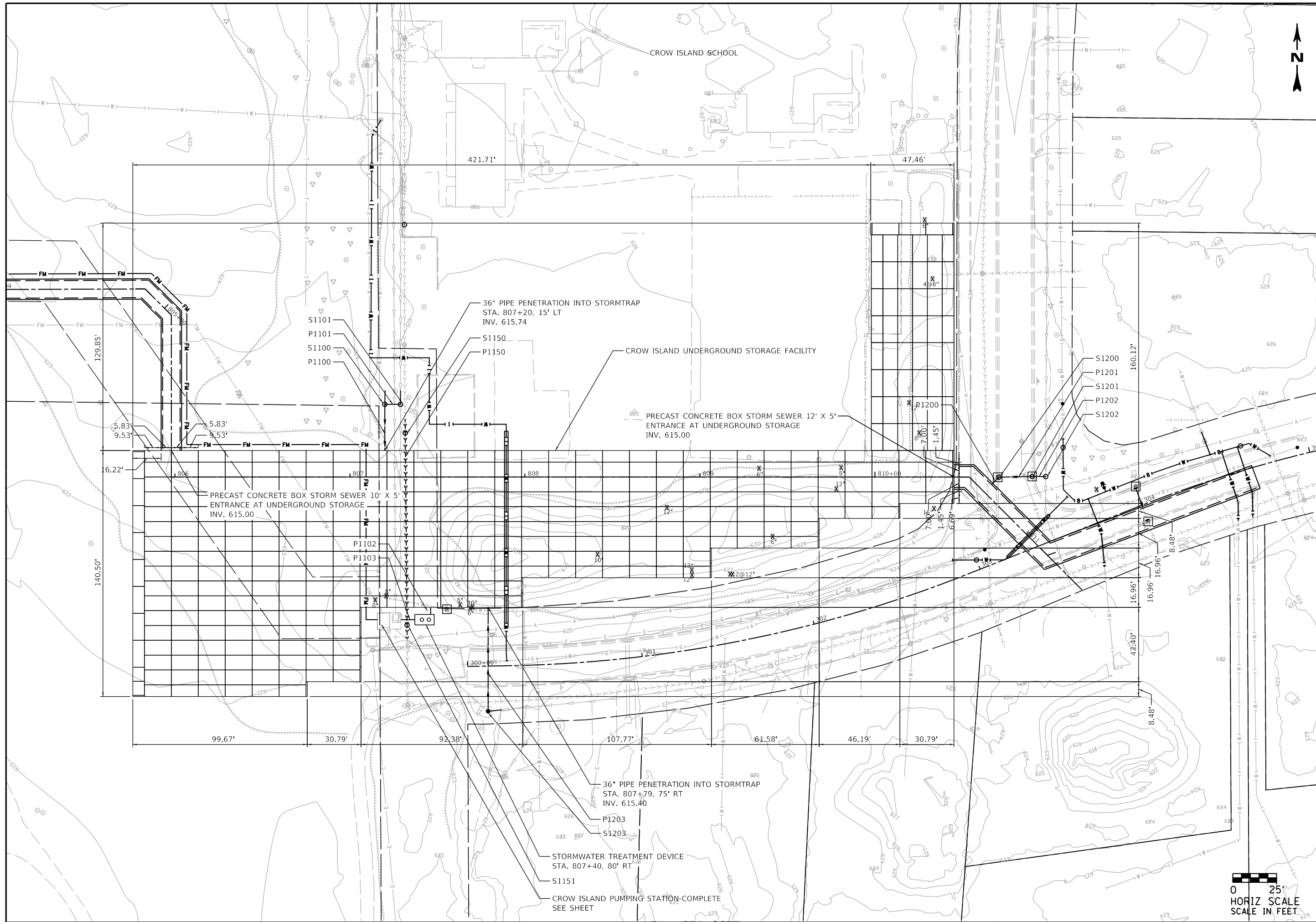
TOLL FREE

REQUIRES MIN. OF 48 HOURS
NOTICE BEFORE YOU EXCAVATE.
(EXCLUDING SAT., SUN., & HOL.)



SHEET
1

JOB NO. 1619.045



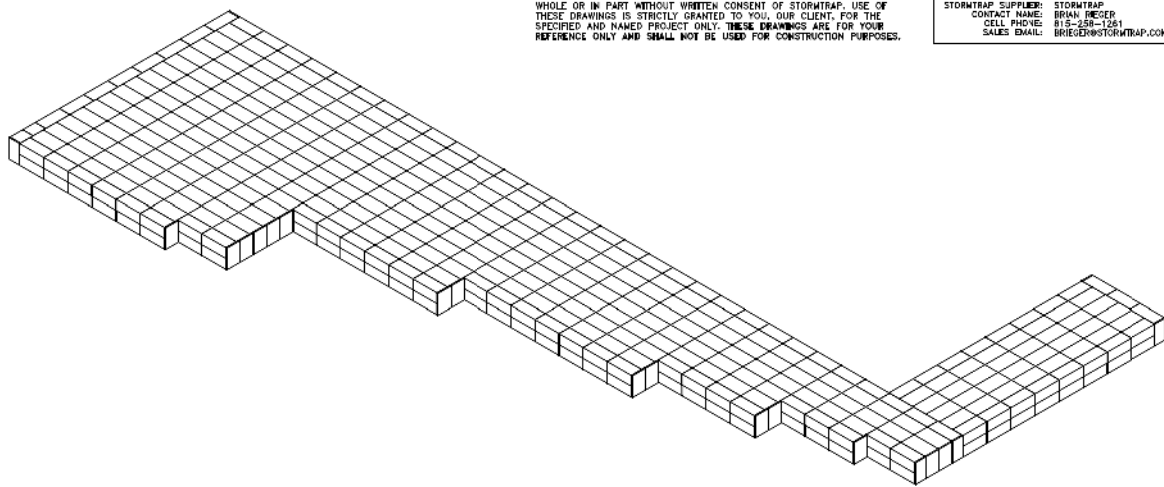
DATE:	9/5/22
REVISIONS	
PRELIMINARY ENGINEERING	
NO.	1

**CROW ISLAND UNDERGROUND STORAGE
SITE LAYOUT PLAN**
CROW ISLAND STORAGE
AND CONVEYANCE PROJECTS
VILLAGE OF WINNETKA
COOK COUNTY, ILLINOIS

JOB NO.
1619.045
PROJECT MGR.
MRW



SHEET
24



CROW ISLAND SCHOOL
WINNETKA, IL

STORMTRAP CONTACT INFORMATION

STORMTRAP SUPPLIER: STORMTRAP
CONTACT NAME: BRIAN RIEGER
CELL PHONE: 815-258-1261
SALES EMAIL: BRIEGER@STORMTRAP.COM

SHEET NUMBER:

LIVE LOADING: AASHTO HS-20 HIGHWAY LOADING
GROUND WATER TABLE: BELOW INVERT OF SYSTEM
SOIL BEARING PRESSURE: 3000 PSF
SOIL DENSITY: 120 PCF
EQUIVALENT UNSATURATED
LATERAL ACTIVE EARTH PRESSURE: 35 PSF / FT.
EQUIVALENT SATURATED
LATERAL ACTIVE EARTH PRESSURE: 60 PSF/FT. (IF WATER TABLE PRESENT)
APPLICABLE CODES: ASTM C857
ACI-318
BACKFILL TYPE: SEE SHEET 4.0 FOR BACKFILL OPTIONS

WATER STORAGE PROV: 471450.39 CUBIC FEET
UNIT HEADROOM: 11'-0" DOUBLETRAP

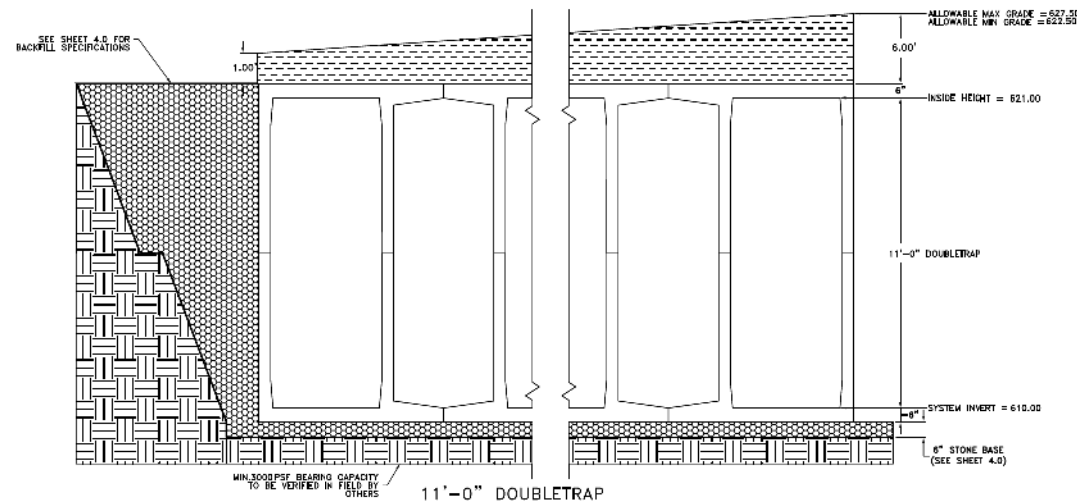
1. STORMDRAIN UNITS SHALL BE MANUFACTURED AND INSTALLED ACCORDING TO SHOP DRAWINGS APPROVED BY THE INSTALLING CONTRACTOR AND ENGINEER OF RECORD. THE SHOP DRAWINGS SHALL INDICATE SIZE AND LOCATION OF HOOD OPENINGS AND INLET/OUTLET PIPE TYPES, SIZES, INVERT ELEVATIONS AND SIZE COVERS.

2. COVER RANGE: MIN. 1.00" MAX. 6.00" CONSULT STORMDRAIN FOR ADDITIONAL COVER OPTIONS.

3. ALL DIMENSIONS AND SOIL CONDITIONS, INCLUDING BUT NOT LIMITED TO GROUNDWATER AND SOIL BEARING CAPACITY ARE REQUIRED TO BE VERIFIED BY THE FIELD PRIOR TO STORMDRAIN INSTALLATION.

4. FOR STRUCTURAL CALCULATIONS THE GROUND WATER TABLE IS ASSUMED TO BE BELOW INVERT OF SYSTEM OR BELOW 10' IF NOT OTHERWISE ASSUMED.

5. SYSTEM DESIGN MAY ALLOW FOR INCIDENTAL LEAKAGE AND WILL NOT BE SUBJECT TO LEAKAGE TESTING.



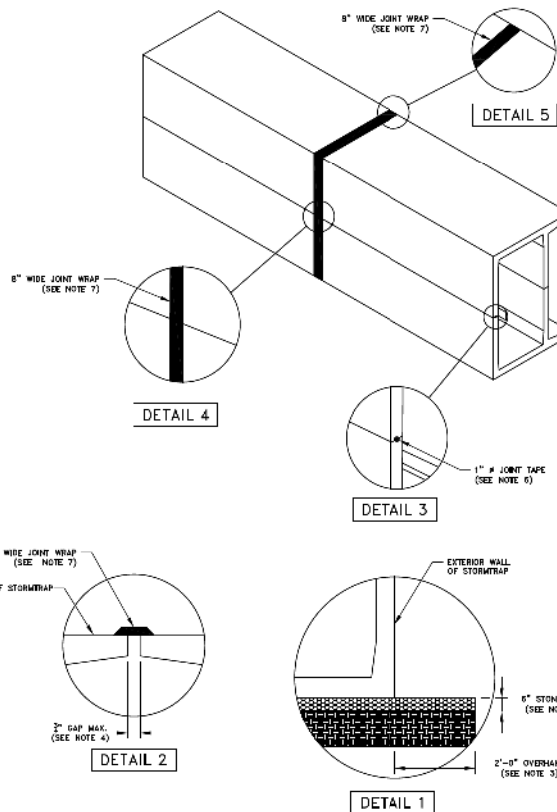
SHEET NUMBER:
10

[illegible]

2. ALL DIMENSIONS TO BE VERIFIED IN THE FIELD BY OTHERS.
3. SEE SHEET 3.0 FOR INSTALLATION SPECIFICATIONS.
4. SP - INDICATES A MODULE WITH MODIFICATIONS.
5. P - INDICATES A MODULE WITH A PANEL ATTACHMENT.
6. CONTRACTORS RESPONSIBILITY TO ENSURE COHERENCY/ACCURACY TO

SHEET NUMBER:

1. STORMTRAP SHALL BE INSTALLED IN ACCORDANCE WITH ASTM C881, STANDARD FOR INSTALLATION OF UNDERGROUND PRECAST CONCRETE UTILITY STRUCTURES, THE FOLLOWING ADDENDUMS AND/OR EXCEPTIONS SHALL APPLY:
2. IT IS THE RESPONSIBILITY OF THE INSTALLING CONTRACTOR TO INSURE THAT PROPER/ADEQUATE EQUIPMENT IS USED TO SET/INSTALL THE MODULES.
3. STORMTRAP MODULES CAN BE PLACED ON A LEVEL, 4" FOUNDATION OF 2" AGGREGATE EXTENDING 2'-0" PAST THE OUTSIDE OF THE SYSTEM (SEE DETAIL 1) AND SHALL BE PLACED ON PROPERLY COMPACTED SOILS (SEE SHEET FOR SOIL BEARING CAPACITY REQUIREMENTS), AND IN ACCORDANCE WITH ASTM C881 STANDARD PRACTICE FOR INSTALLATION OF UNDERGROUND PRECAST UTILITY STRUCTURES.
4. THE STORMTRAP MODULES SHALL BE PLACED SUCH THAT THE MAXIMUM SPACE BETWEEN ADJACENT MODULES DOES NOT EXCEED 3" (SEE DETAIL 2). IF THE SPACE EXCEEDS 3", THE MODULES SHALL BE RESIST WITH APPROPRIATE ADJUSTMENT MADE TO LINE AND GRADE TO BRING THE SPACE INTO SPECIFICATION.
5. STORMTRAP MODULES ARE NOT WATERTIGHT. IF A WATERTIGHT SOLUTION IS REQUIRED, CONTACT STORMTRAP FOR RECOMMENDATIONS. THE WATERTIGHT APPLICATION IS TO BE PROVIDED AND IMPLEMENTED BY THE CONTRACTOR. THE CONTRACTOR IS RESPONSIBLE TO ENSURE THAT THE SELECTED WATERTIGHT SOLUTION PERFORMS AS SPECIFIED BY THE MANUFACTURER.
6. THE PERIMETER HORIZONTAL JOINT BETWEEN THE TOP AND BASE LEO CONNECTION OF THE STORMTRAP MODULES SHALL BE SEALED WITH PREFORMED MASTIC JOINT TAPE ACCORDING TO ASTM C881, 8.8 AND 8.12. (SEE DETAIL 3). THE MASTIC JOINT TAPE DOES NOT PROVIDE A WATERTIGHT SEAL.
7. ALL EXTERIOR ROOF AND EXTERIOR VERTICAL WALL JOINTS BETWEEN ADJACENT STORMTRAP MODULES SHALL BE SEALED WITH 8" WIDE PRE-FORMED, Cold-APPLIED, SELF-ADHERING ELASTOMERIC RESIN, BONDED TO A WOVEN, HIGHLY PUNCTURE RESISTANT POLYMER WRAP, CONFORMING TO ASTM C881. THE WRAP SHALL BE INTEGRATED WITH PRIMER SEALANT. APPROXIMATE JOINT WRAP (SEE DETAILS 2, 4, 6 & 5). THE JOINT WRAP DOES NOT PROVIDE A WATERTIGHT SEAL. THE SOLE PURPOSE OF THE JOINT WRAP IS TO PROVIDE A SILT AND SOIL TROU SYSTEM. THE ADHESIVE EXTERIOR JOINT WRAP SHALL BE INSTALLED ACCORDING TO THE FOLLOWING INSTALLATION INSTRUCTIONS:
- 7.1. USE A BRUSH OR WET CLOTH TO THOROUGHLY CLEAN THE OUTSIDE SURFACE AT THE POINT WHERE JOINT WRAP IS TO BE APPLIED.
- 7.2. A RELEASE PAPER PROTECTS THE ADHESIVE SIDE OF THE JOINT WRAP. PLACE THE ADHESIVE TAPE (ADHESIVE SIDE DOWN) ALONG THE STRUCTURE, REMOVING THE RELEASE PAPER AS YOU GO. PRESS THE JOINT WRAP FIRMLY AGAINST THE STORMTRAP MODULE SURFACE WHEN APPLYING.
8. IF THE CONTRACTOR NEEDS TO CANCEL ANY SHIPMENTS, THEY MUST CONTACT US 30-48 HOURS PRIOR TO THEIR SCHEDULED ARRIVAL AT THE JOB SITE. IF CANCELED AFTER THAT TIME, PLEASE CONTACT THE PROJECT MANAGER.
9. IF THE STORMTRAP MODULE(S) IS DAMAGED IN ANY WAY PRIOR, DURING, OR AFTER INSTALL, STORMTRAP MUST BE CONTACTED IMMEDIATELY TO ASSESS THE DAMAGE AND TO DETERMINE WHETHER OR NOT THE MODULE(S) WILL NEED TO BE REPLACED. IF ANY MODULE ARRIVES AT THE JOBSITE DAMAGED BUT NOT UNLOAD & CONTACT STORMTRAP IMMEDIATELY. ANY DAMAGE NOT REPORTED BEFORE THE TRUCK IS UNLOADED WILL BE THE CONTRACTOR'S RESPONSIBILITY.
10. STORMTRAP MODULES CANNOT BE ALTERED IN ANY WAY AFTER MANUFACTURING WITHOUT WRITTEN CONSENT FROM STORMTRAP.



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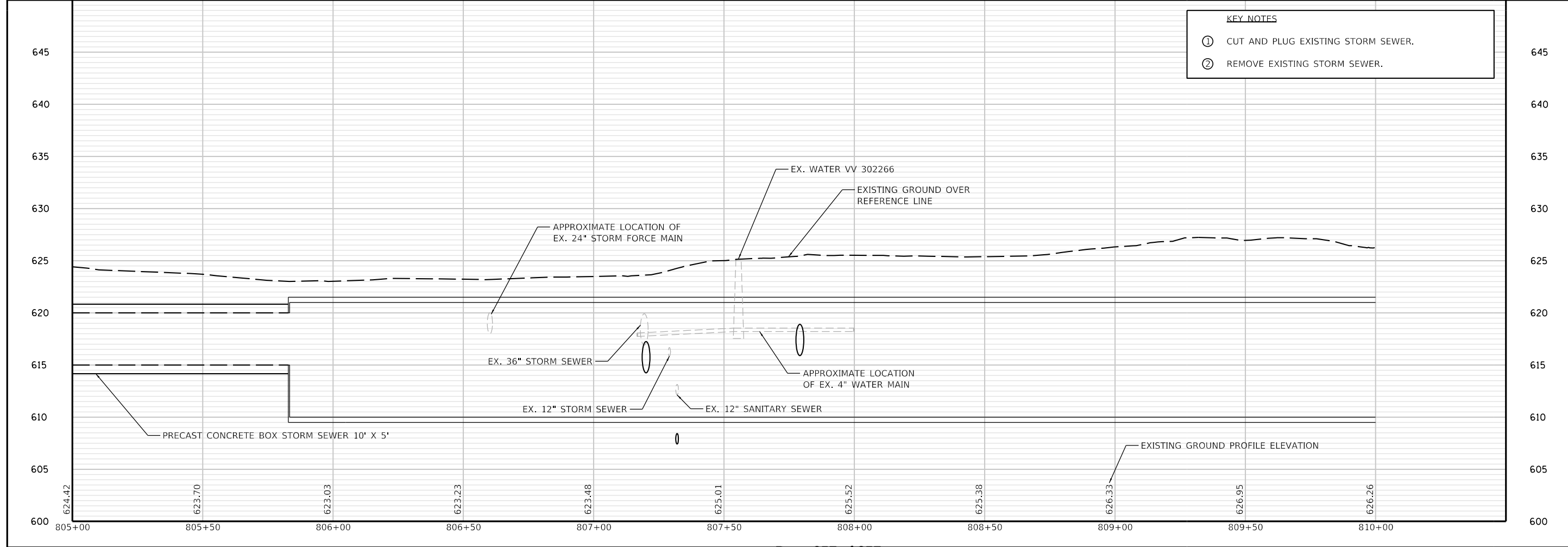
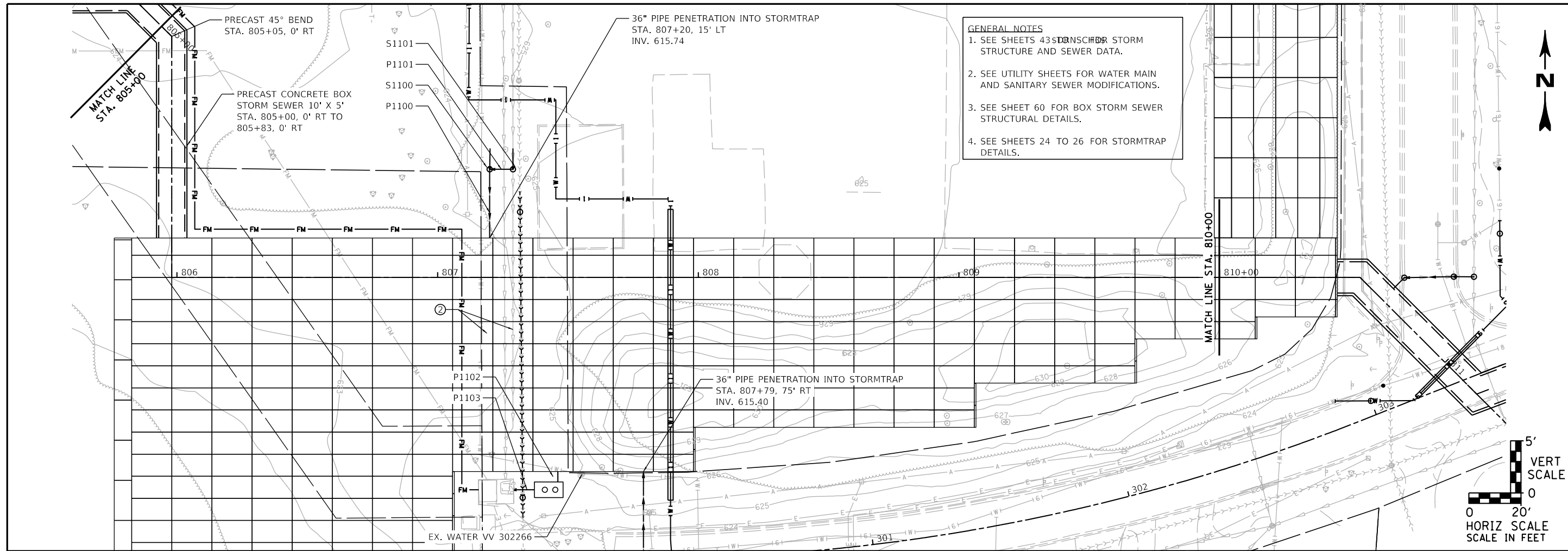
STORMTRAP DETAILS
CROW ISLAND - 1
CROW ISLAND STORAGE
AND CONVEYANCE PROJECTS
VILLAGE OF WINNETKA
COOK COUNTY, ILLINOIS

JOB NO.
1619.045

PROJECT MGR.
MRW



SHEET
25





DATE: 9/5/22

REVISIONS

NO.	REVISIONS
1	PRELIMINARY ENGINEERING

NO. 1

CROW ISLAND CONVEYANCE

PLAN AND PROFILE - 2

CROW ISLAND STORAGE
AND CONVEYANCE PROJECTS
VILLAGE OF WINNETKA
COOK COUNTY, ILLINOIS

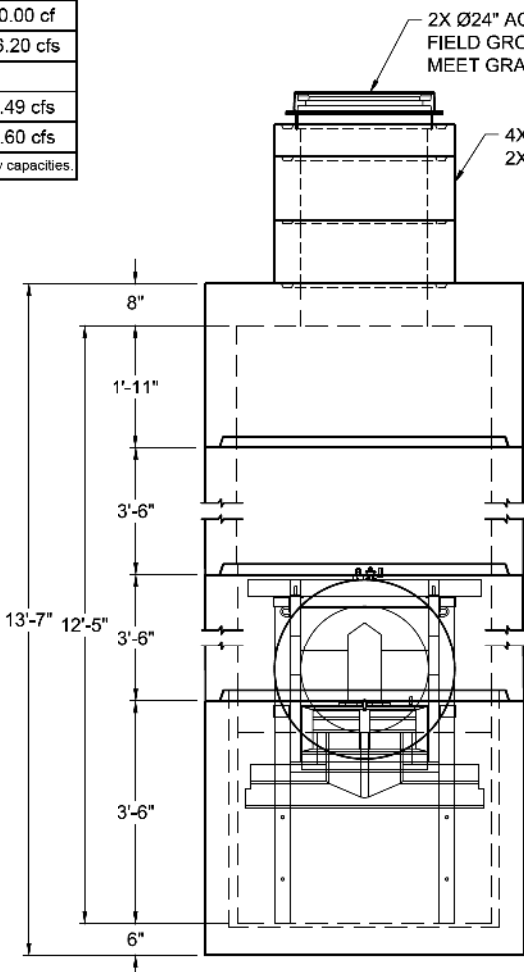
JOB NO.
1619.045

PROJECT MGR.
MRW

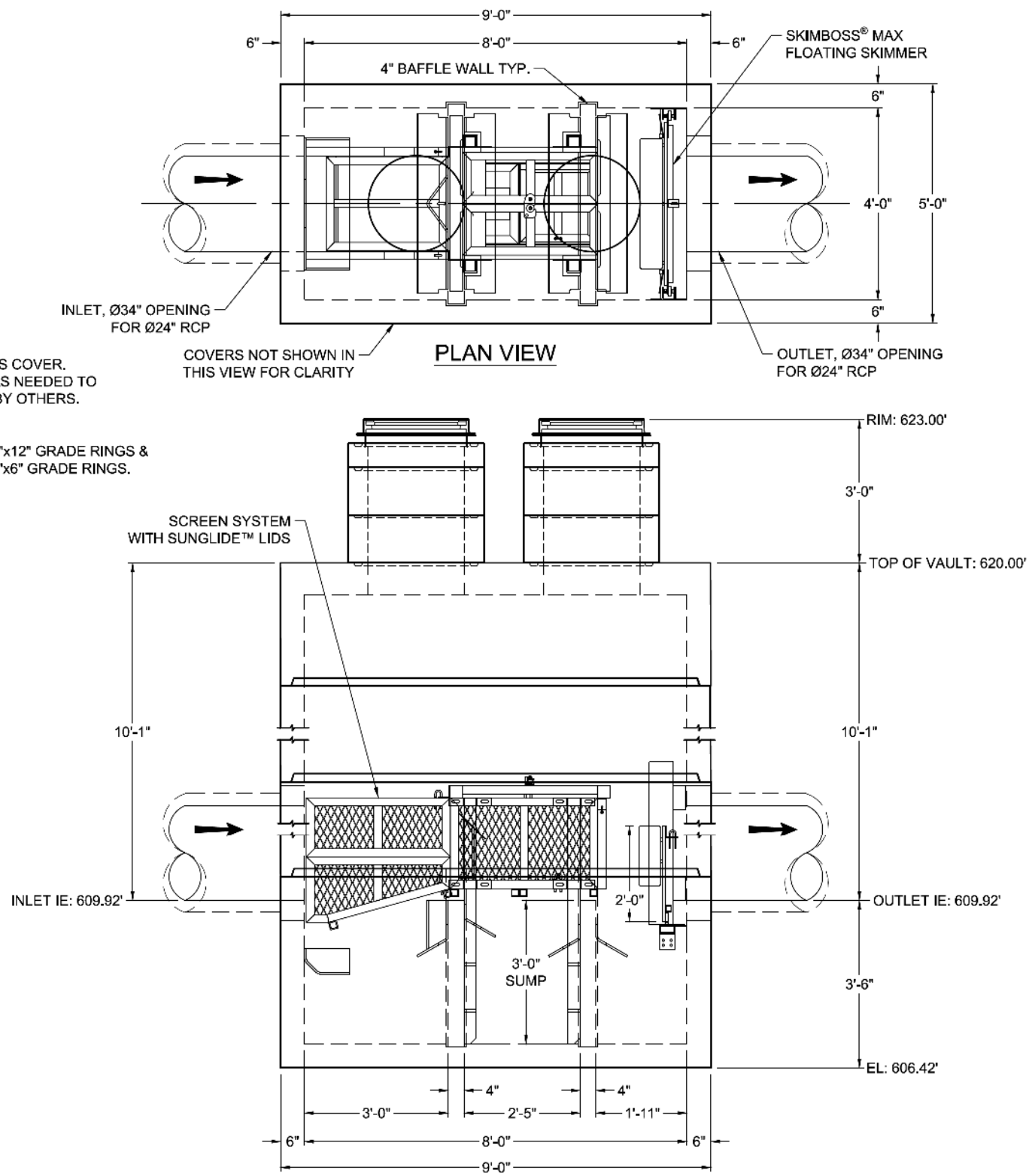
STRAND ASSOCIATES

SHEET
36

SITE SPECIFIC DATA			
Structure ID			ID
Water Quality Flow Rate (cfs)			3.79
Peak Flow Rate (cfs)			4.90
Rim Elevation			623.00'
Top of Vault Elevation			620.00'
Pipe Data	Pipe Size	Pipe Type	Invert Elevation
Inlet	24"	RCP	609.92'
Outlet	24"	RCP	609.92'
Notes:			
PERFORMANCE SPECIFICATIONS			
Screen System Storage Volume			25.66 cf
Total Sump Volume			88.00 cf
NJDEP Sediment Storage Volume			30.00 cf
Peak Flow Capacity*			26.20 cfs
Treatment Flow Capacities:*			
NJDEP 50% Removal, 75 micron			2.49 cfs
80% Removal, 150 micron			4.60 cfs
*Contact Oldcastle for additional treatment and peak flow capacities.			



LEFT END VIEW



ELEVATION VIEW

- NOTES:
- DESIGN LOADINGS:
 - A. AASHTO HS-20-44 (WITH IMPACT)
 - B. DESIGN SOIL COVER: 3'-0" MAXIMUM
 - C. ASSUMED WATER TABLE: ABOVE THE BASE OF PRECAST (ENGINEER-OF-RECORD TO CONFIRM SITE WATER TABLE ELEVATION)
 - D. LATERAL EARTH PRESSURE: 45 PCF (DRAINED)
 - E. LATERAL LIVE LOAD SURCHARGE: 80 PSF (APPLIED TO 8'-0" BELOW GRADE)
 - F. NO LATERAL SURCHARGE FROM ADJACENT BUILDINGS, WALLS, PIERS, OR FOUNDATIONS.
 - CONCRETE 28-DAY MINIMUM COMPRESSIVE STRENGTH: 5,000 PSI MINIMUM.
 - REINFORCING: REBAR, ASTM A615/A706, GRADE 60
 - CEMENT: ASTM C150
 - REQ'D ALLOWABLE SOIL BEARING CAPACITY: 2,500 PSF
 - REFERENCE STANDARD:
 - A. ASTM C890
 - B. ASTM C913
 - C. ACI 318-14
 - THIS STRUCTURE IS DESIGNED TO THE PARAMETERS NOTED HEREIN. ENGINEER-OF-RECORD SHALL VERIFY THAT NOTED PARAMETERS MEET OR EXCEED PROJECT REQUIREMENTS. IF DESIGN PARAMETERS ARE INCORRECT, REVIEWING ENGINEER/AUTHORITY SHALL NOTIFY OLDCASTLE INFRASTRUCTURE UPON REVIEW OF THIS SUBMITTAL.
 - OVERSIZED HOLES TO ACCOMMODATE SPECIFIC PIPE TYPE MUST BE CONCENTRIC TO PIPE ID. AFTER PIPES ARE INSTALLED, ALL ANNULAR SPACES SHALL BE FILLED WITH A MINIMUM OF 3,000 PSI CONCRETE FOR FULL THICKNESS OF PRECAST WALLS. PIPES ARE TO BE FLUSH WITH THE INSIDE SURFACE OF THE CONCRETE STRUCTURE.
 - CONTRACTOR RESPONSIBLE TO VERIFY ALL SIZES, LOCATIONS, AND ELEVATIONS OF OPENINGS.
 - CONTRACTOR RESPONSIBLE TO ENSURE ADEQUATE BEARING SURFACE IS PROVIDED (I.E. COMPACTED AND LEVEL PER PROJECT SPECIFICATIONS).
 - SECTION HEIGHTS, SLAB/WALL THICKNESSES, AND KEYWAYS ARE SUBJECT TO CHANGE AS REQUIRED FOR SITE REQUIREMENTS AND/OR DUE TO PRODUCT AVAILABILITY AND PRODUCTION FACILITY CONSTRAINTS.
 - FOR SITE SPECIFIC DRAWINGS WITH DETAILED STRUCTURE DIMENSIONS AND WEIGHTS, PLEASE CONTACT OLDCASTLE INFRASTRUCTURE.
 - MAXIMUM PICK WEIGHT: 11,200 LBS. (* COMBINED WEIGHT INCLUDES BAFFLE WALLS AND PRODUCT INTERNALS.)
 - INTERNALS SHALL CONSIST OF A FLOATING SKIMMER, FLOW DEFLECTORS, ELEVATED CENTRAL SCREEN SYSTEM AND SLIDING LIDS. THESE COMPONENTS EFFECTIVELY REDUCE HEAD LOSS, INCREASE POLLUTANT REMOVAL AND SIMPLIFY MAINTENANCE.

**Oldcastle Infrastructure**
A ONE COMPANY

Ph: 800.579.6310 | www.oldcastleinfrastructure.com/enr/medial

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Nutrient Separating Baffle Box®
NSBB-48

CUSTOMER
Strand Associates, Inc.

PROJECT NAME
Pumping Station & Stormwater - Winnetka, IL

SHEET NAME	REVISION	SHEET
21-678420-NSBB-48	1 REV DATE 1/21/22	1 OF 1

1	UPDATED BOX GEOMETRY	PPS	1/21/22
REV	DESCRIPTION	BY	DATE

THIS PRODUCT IS PROTECTED BY ONE OR MORE OF THE FOLLOWING US PATENT(S): 6,428,692; 7,270,747; 7,981,283; 8,142,666; 8,366,923; 8,491,797; 7,846,327; 8,034,236; RELATED FOREIGN PATENTS, OR OTHER PATENTS PENDING.



DATE:	9/5/22
REVISIONS	
PRELIMINARY ENGINEERING	
NO.	1

HYDRODYNAMIC SEPARATOR DETAILS

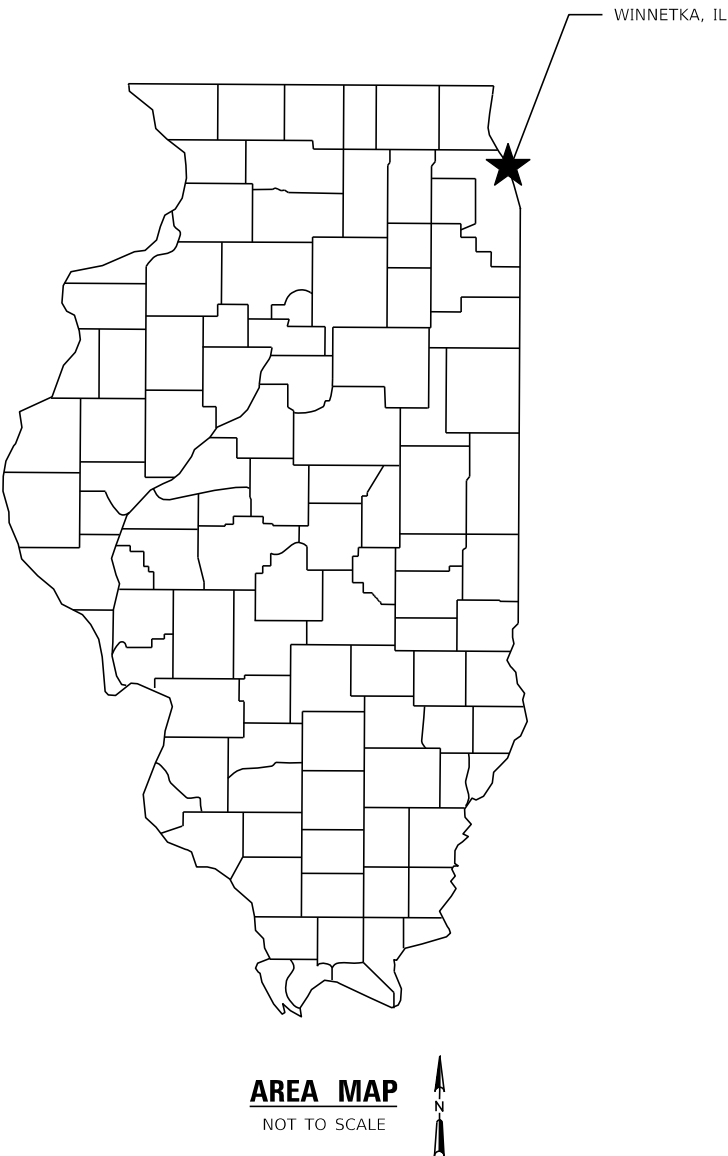
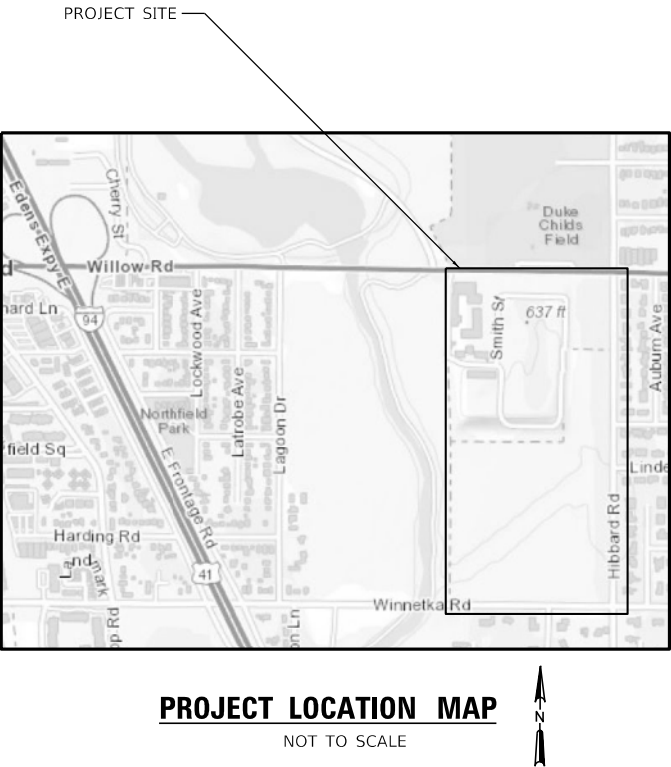
CROW ISLAND STORAGE
AND CONVEYANCE PROJECTS
VILLAGE OF WINNETKA
COOK COUNTY, ILLINOIS

JOB NO.
1619.045
PROJECT MGR.
MRW



SHEET
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WEST AND SOUTHWEST STORMWATER MANAGEMENT PROGRAM
HIBBARD PRESERVE STORMWATER
MANAGEMENT WETLAND PROJECT
FOR
WINNETKA, ILLINOIS
SEPTEMBER 2022



FOR FOREST PRESERVE DISTRICT OF
COOK COUNTY AND VILLAGE OF
WINNETKA LICENSE AGREEMENT

1170 SOUTH HOUBOLT ROAD
JOLIET, IL 60431
815 744-4200
815 744-4215 FAX
www.strand.com
CONTRACT NO. 1-2019



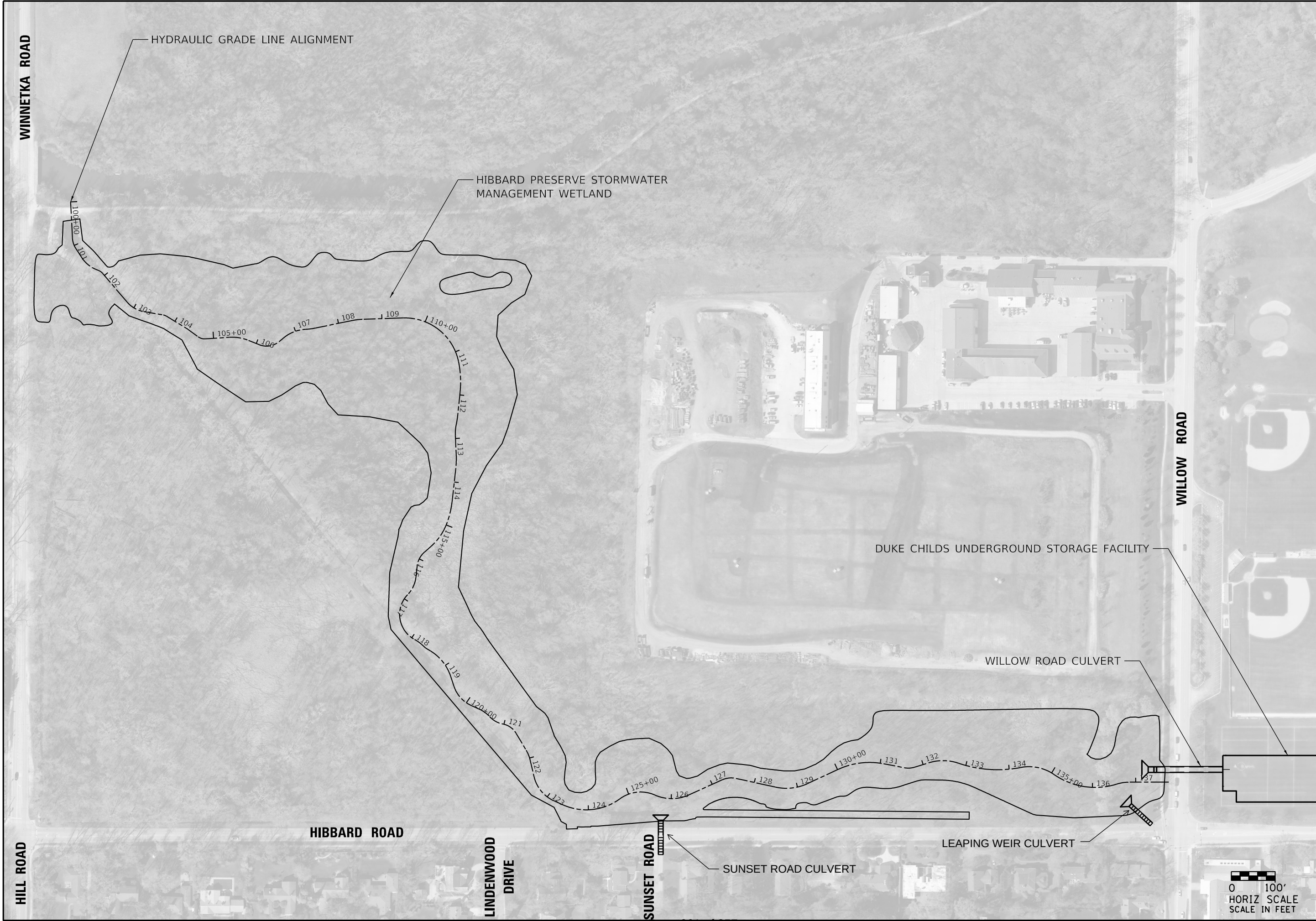
TO OBTAIN LOCATION OF
PARTICIPANTS' UNDERGROUND
FACILITIES BEFORE YOU
DIG IN ILLINOIS
CALL J.U.L.I.E.
1-800-892-0123
TOLL FREE

REQUIRES MIN. OF 48 HOURS
NOTICE BEFORE YOU EXCAVATE.
(EXCLUDING SAT., SUN., & HOL.)

AREA BOUNDED BY WILLOW ROAD (N), WINNETKA
ROAD (S), HIBBARD ROAD (E), AND THE SKOKIE
RIVER (W) IN WINNETKA, IL 60093.
LEGAL DESCRIPTION
S19 T42N R13E



SHEET
1
JOB NO. 1619.032



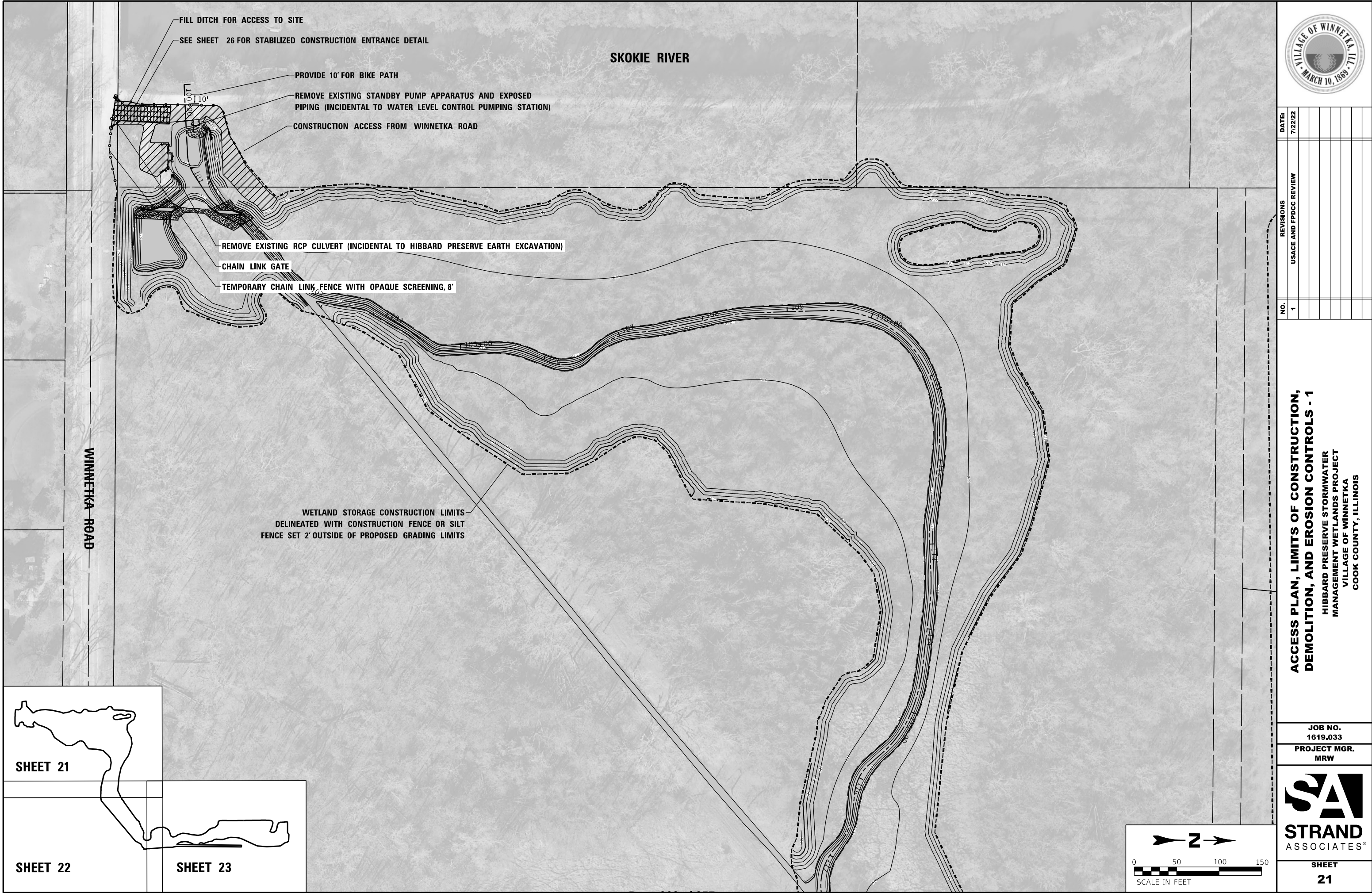
NO.	REVISIONS		DATE:
	USACE AND FPDC REVIEW		
1			7/22/22

**HYDRAULIC GRADE LINE -
PLAN VIEW**
HIBBARD PRESERVE STORMWATER
MANAGEMENT WETLANDS PROJECT
VILLAGE OF WINNETKA
COOK COUNTY, ILLINOIS

JOB NO.
1619.033
PROJECT MGR.
MRW



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7



DATE:		7/22/22							
REVISIONS		USAGE AND FPDCC REVIEW							
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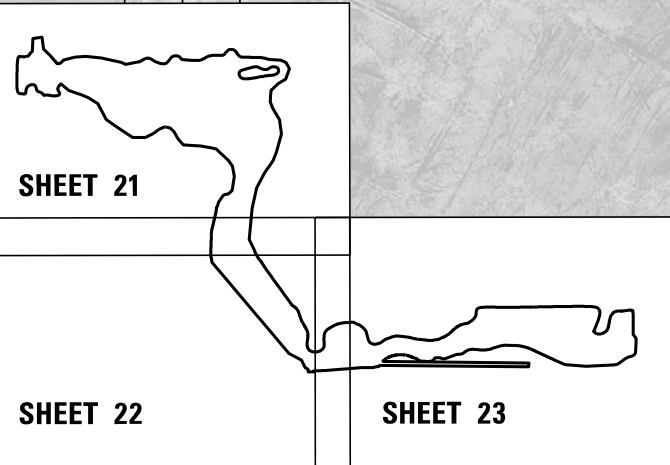
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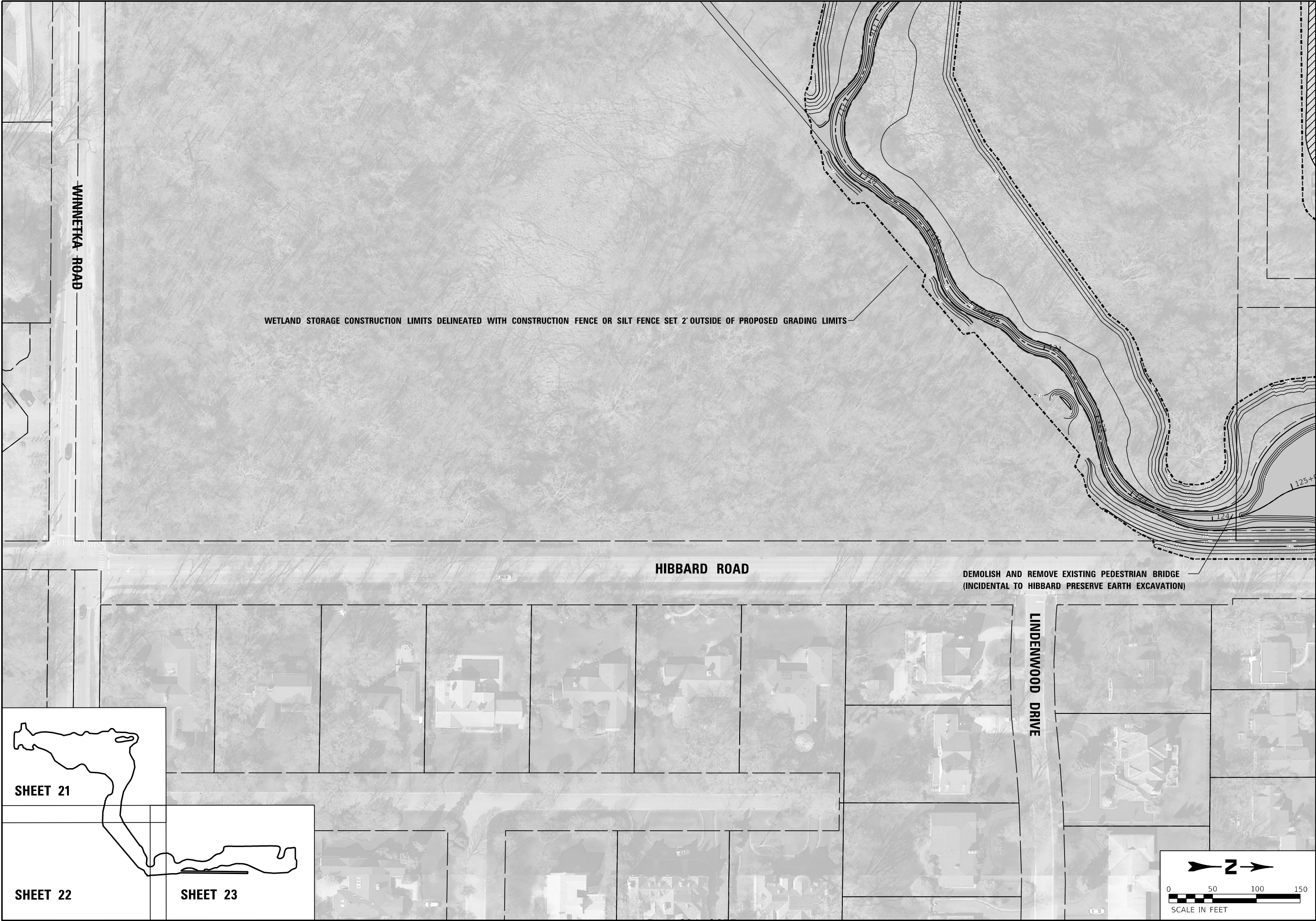
HIBBARD PRESERVE STORMWATER
MANAGEMENT WETLANDS PROJECT
VILLAGE OF WINNETKA
COOK COUNTY, ILLINOIS

JOB NO.
1619.033
PROJECT MGR.
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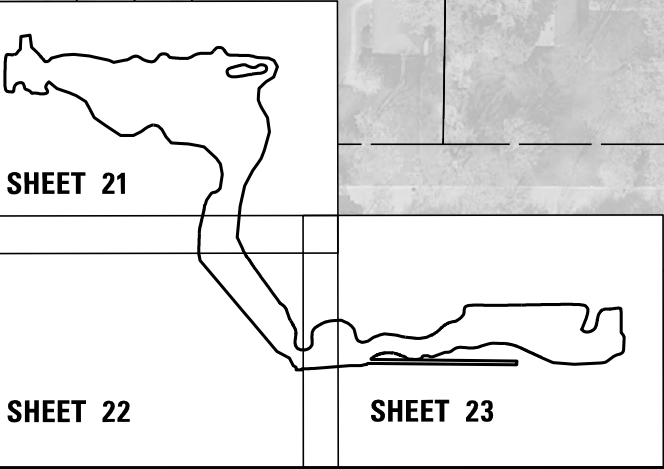
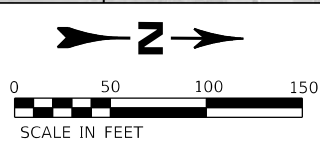
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NO.	1	7/22/22
USACE AND FPDCC REVIEW		

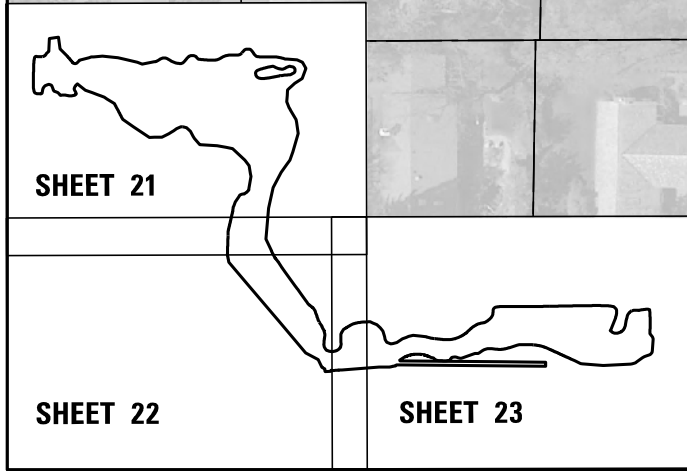
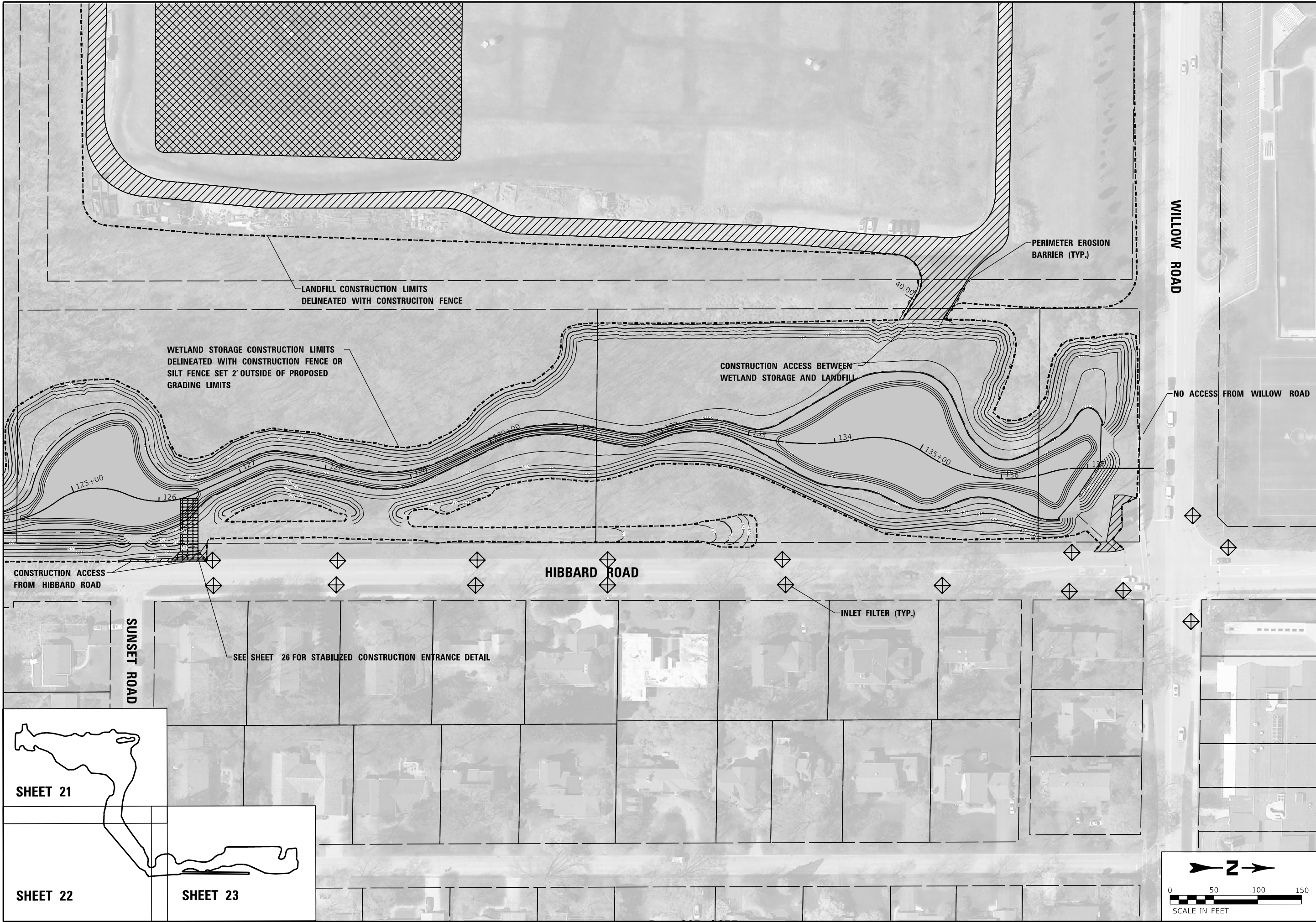
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HIBBARD PRESERVE STORMWATER
MANAGEMENT WETLANDS PROJECT
VILLAGE OF WINNETKA
COOK COUNTY, ILLINOIS

JOB NO.
1619.033
PROJECT MGR.
MRW



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22







NO.	REVISIONS	DATE
1	USACE AND FPDCC REVIEW	7/22/22

ACCESS PLAN, LIMITS OF CONSTRUCTION, DEMOLITION, AND EROSION CONTROLS - 3

HIBBARD PRESERVE STORMWATER
MANAGEMENT WETLANDS PROJECT
VILLAGE OF WINNETKA
COOK COUNTY, ILLINOIS

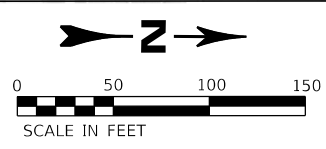
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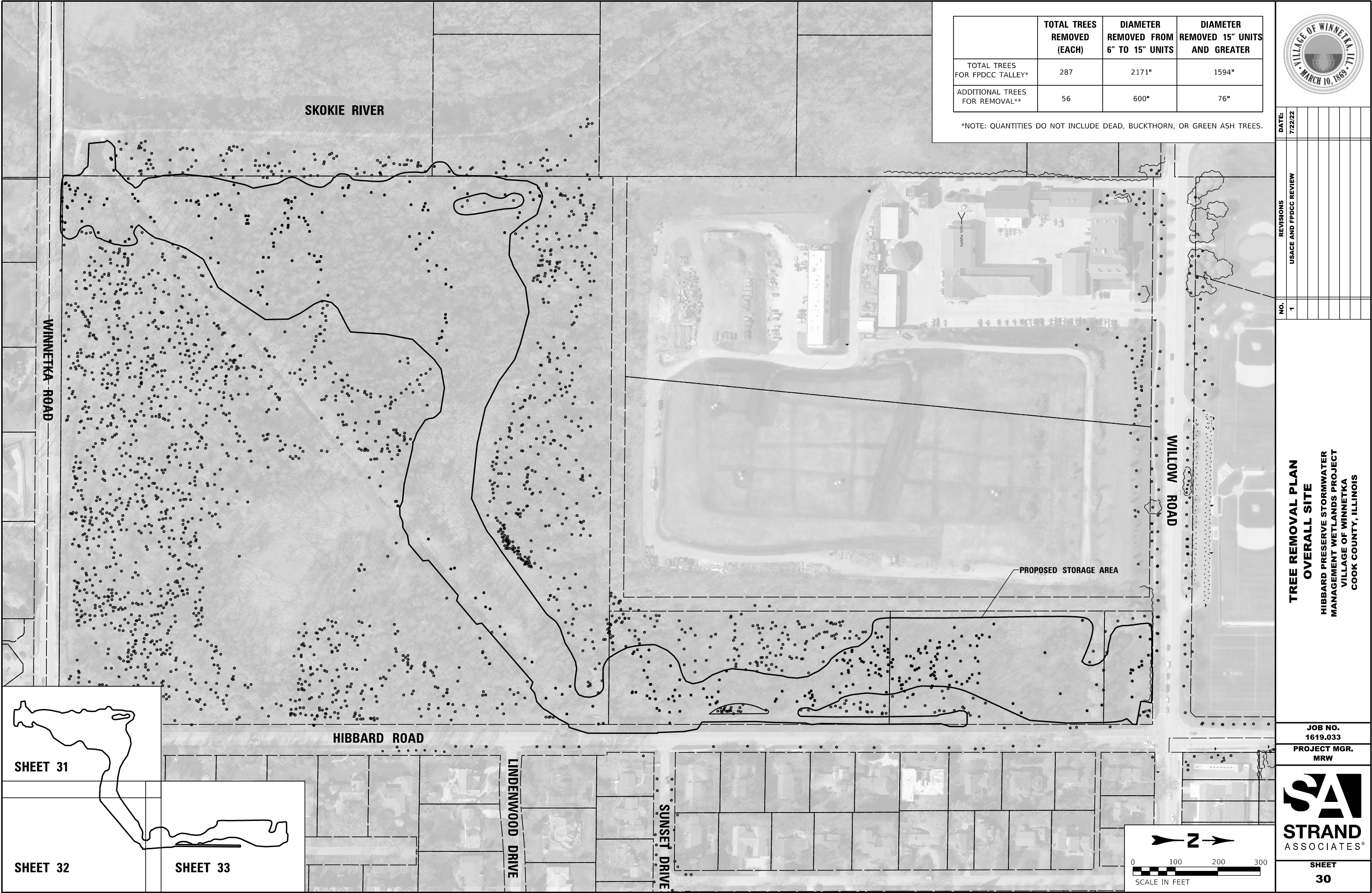
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23





	TOTAL TREES REMOVED (EACH)	DIAMETER REMOVED FROM 6" TO 15" UNITS	DIAMETER REMOVED 15" UNITS AND GREATER
TOTAL TREES FOR FPDCC TALLEY*	287	2171"	1594"
ADDITIONAL TREES FOR REMOVAL**	56	600"	76"

*NOTE: QUANTITIES DO NOT INCLUDE DEAD, BUCKTHORN, OR GREEN ASH TREES.



DATE:	7/22/22								
REVISIONS	USACE AND FPDCC REVIEW								
NO.	1								

**TREE REMOVAL PLAN
OVERALL SITE**
HIBBARD PRESERVE STORMWATER
MANAGEMENT WETLANDS PROJECT
VILLAGE OF WINNETKA
COOK COUNTY, ILLINOIS

JOB NO.
1619.033
PROJECT MGR.
MRW



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1	USACE AND FPDCC REVIEW	7/22/22

TREE REMOVAL PLAN - 1

**HIBBARD PRESERVE STORMWATER
MANAGEMENT WETLANDS PROJECT
VILLAGE OF WINNETKA
COOK COUNTY, ILLINOIS**

JOB NO.
1619.033

PROJECT MGR.
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NOTES:
① CONTRACTOR TO PROTECT TREE DURING CONSTRUCTION.



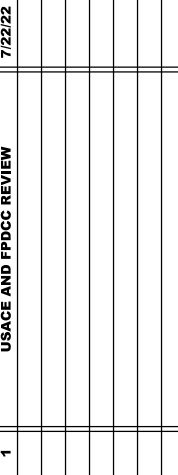
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REVISIONS	USAGE AND FPDCC REVIEW
NO.	1

TREE REMOVAL PLAN - 2
HIBBARD PRESERVE STORMWATER
MANAGEMENT WETLANDS PROJECT
VILLAGE OF WINNETKA
COOK COUNTY, ILLINOIS

JOB NO.
1619.033
PROJECT MGR.
MRW



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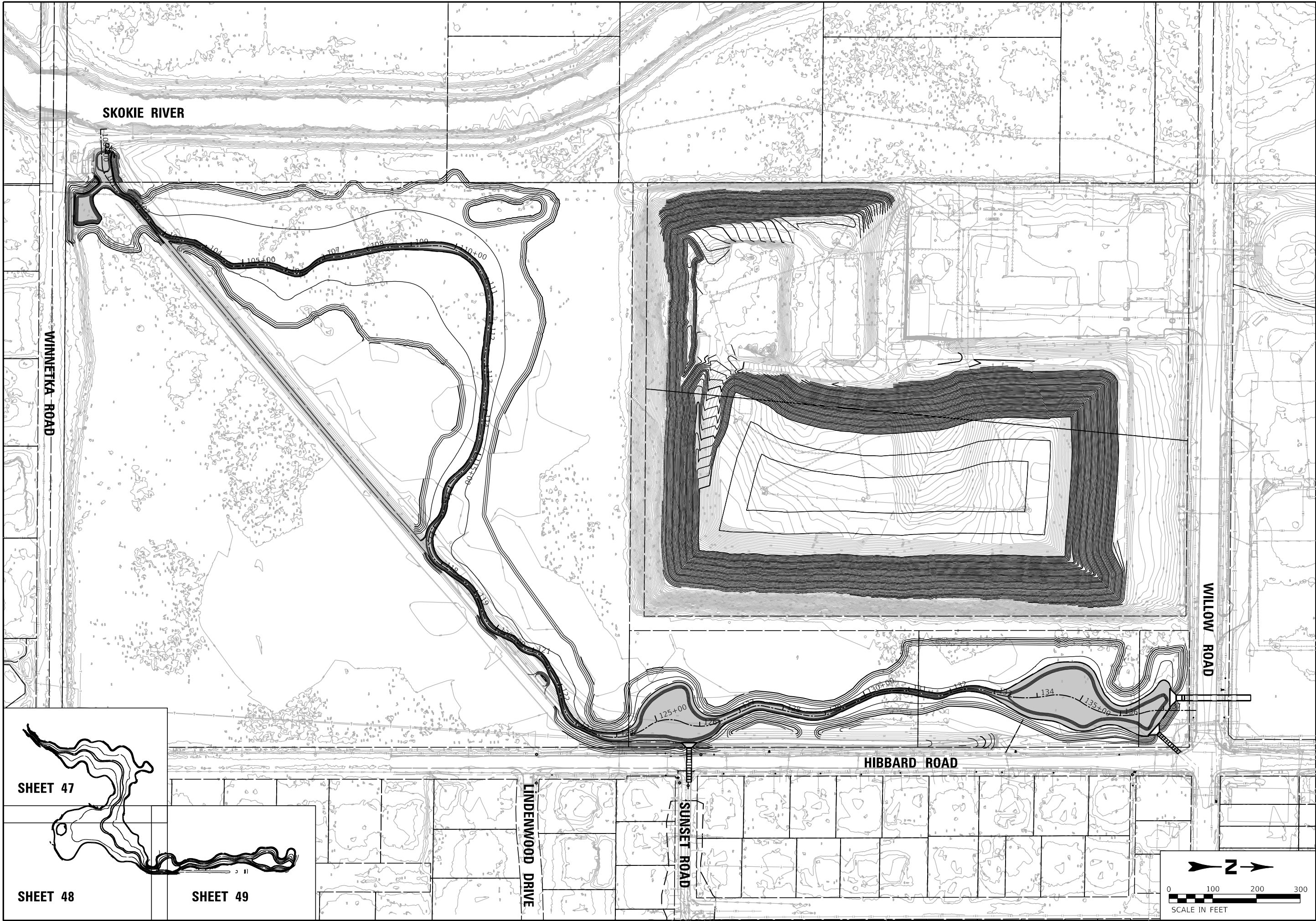


**HARBARD RESERVE STORMWATER
MANAGEMENT WETLANDS PROJECT
VILLAGE OF WINNETKA
COOK COUNTY, ILLINOIS**



SHEET
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STORMWATER MANAGEMENT WETLAND SITE
GRADING - OVERALL SITE
HIBBARD PRESERVE STORMWATER
MANAGEMENT WETLANDS PROJECT
VILLAGE OF WINNETKA
COOK COUNTY, ILLINOIS

NO.	REVISIONS	DATE
1	USACE AND FPDCC REVIEW	7/22/22

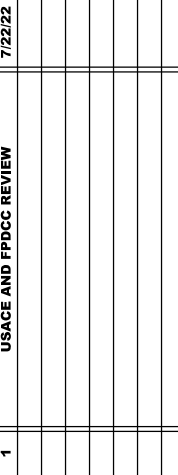
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1619.033

PROJECT MGR.
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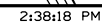
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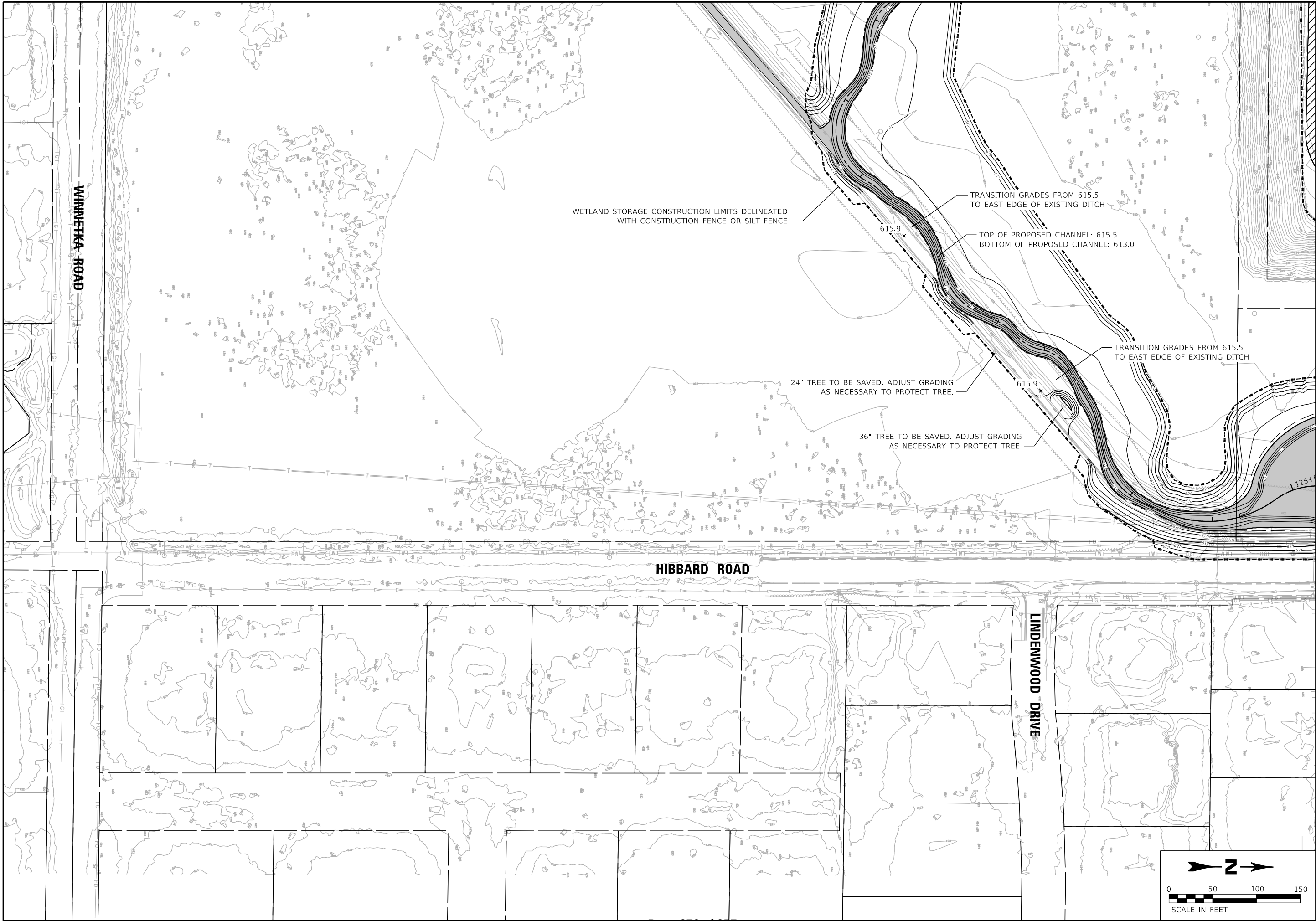


SITE GRADING - 1
**HIBBARD PRESERVE STORMWATER
MANAGEMENT WETLANDS PROJECT
VILLAGE OF WINNETKA
COOK COUNTY, ILLINOIS**



SHEET
47





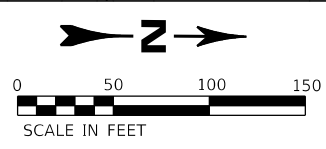
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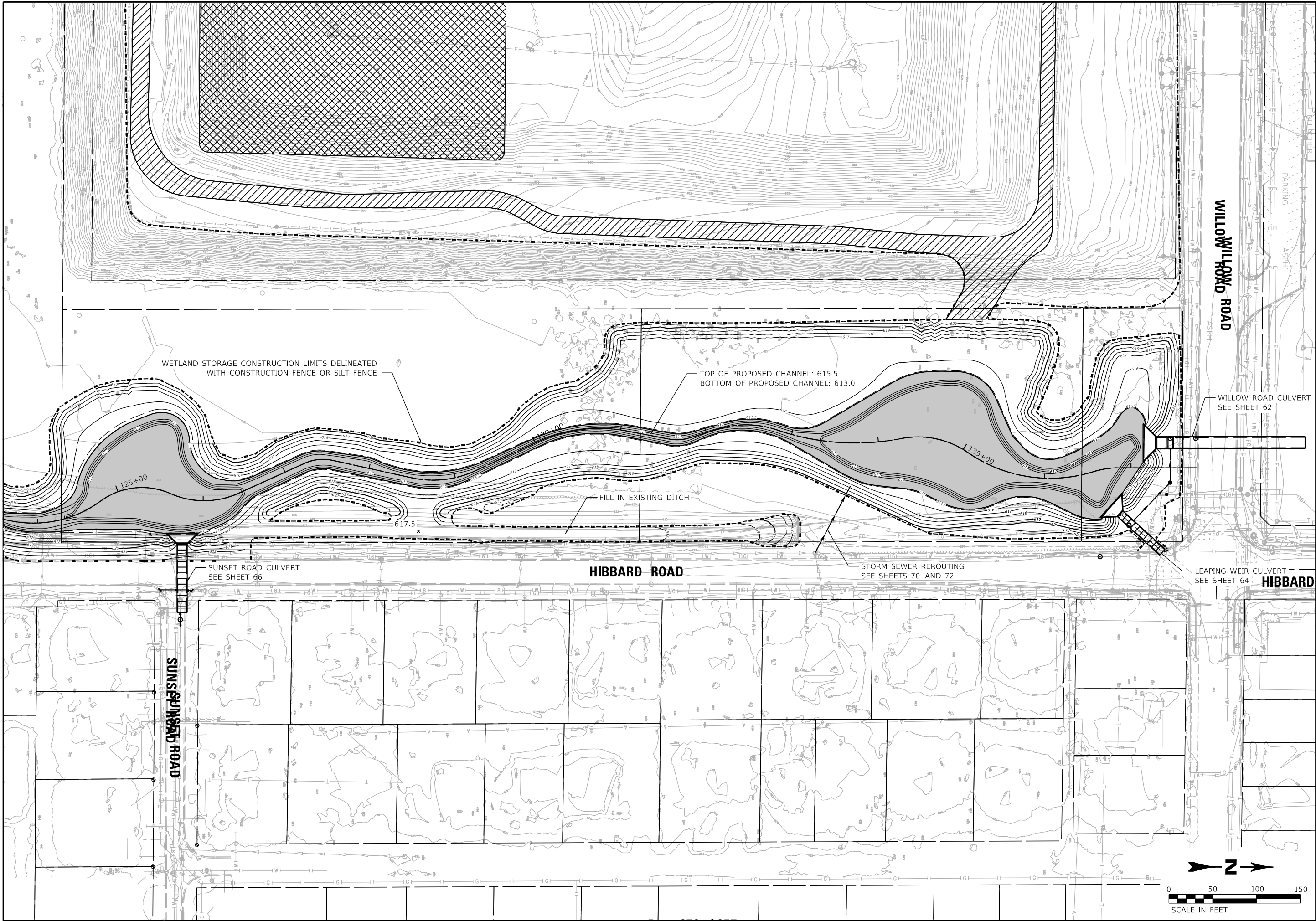
**STORMWATER MANAGEMENT WETLAND
SITE GRADING - 2**
HIBBARD PRESERVE STORMWATER
MANAGEMENT WETLANDS PROJECT
VILLAGE OF WINNETKA
COOK COUNTY, ILLINOIS

JOB NO.
1619.033
PROJECT MGR.
MRW



SHEET
48





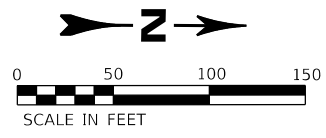
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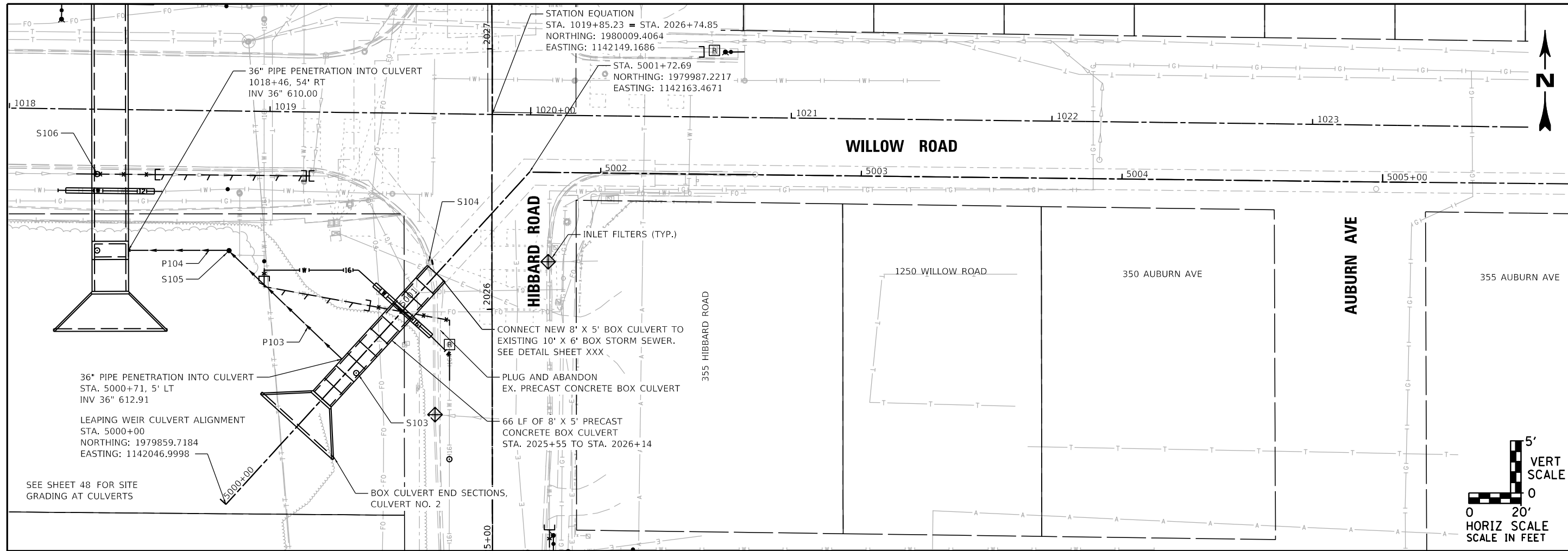
**STORMWATER MANAGEMENT WETLAND
SITE GRADING - 3**
HIBBARD PRESERVE STORMWATER
MANAGEMENT WETLANDS PROJECT
VILLAGE OF WINNETKA
COOK COUNTY, ILLINOIS

JOB NO.
1619.033
PROJECT MGR.
MRW



SHEET
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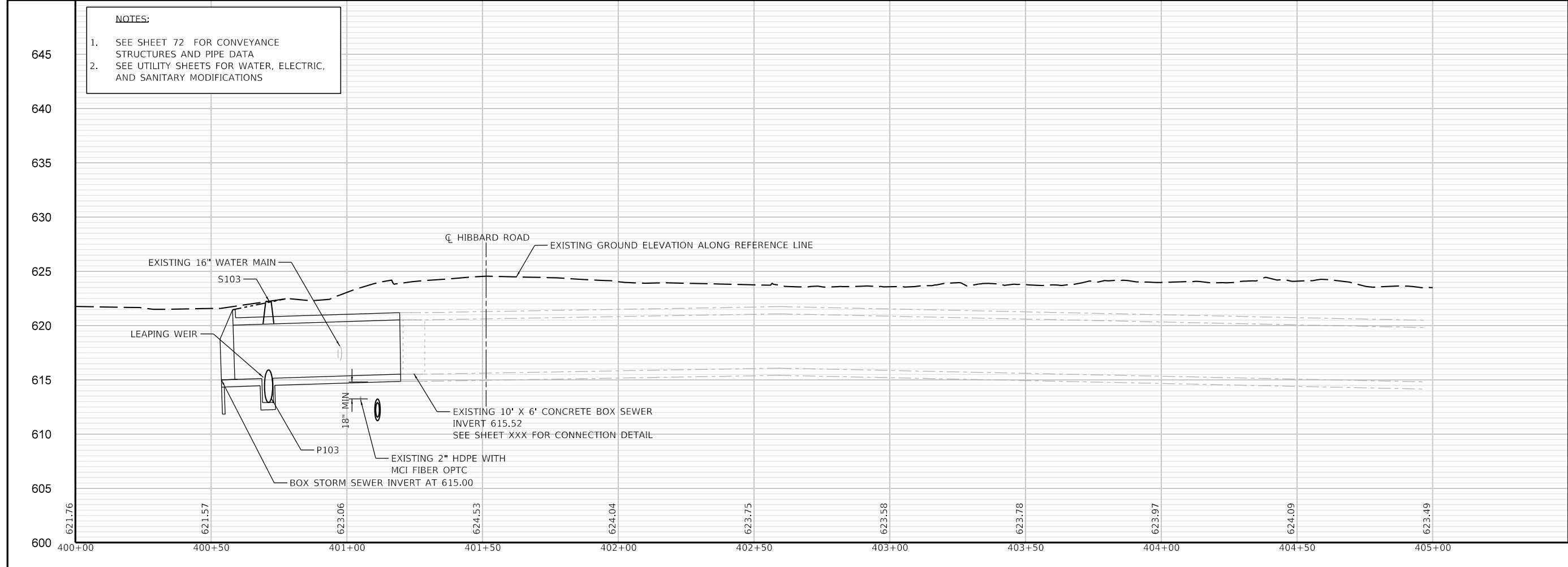
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REVISIONS	
NO.	

**LEAPING WEIR CULVERT - CONVEYANCE
PLAN AND PROFILE**
HIBBARD PRESERVE STORMWATER
MANAGEMENT WETLANDS PROJECT
VILLAGE OF WINNETKA
COOK COUNTY, ILLINOIS

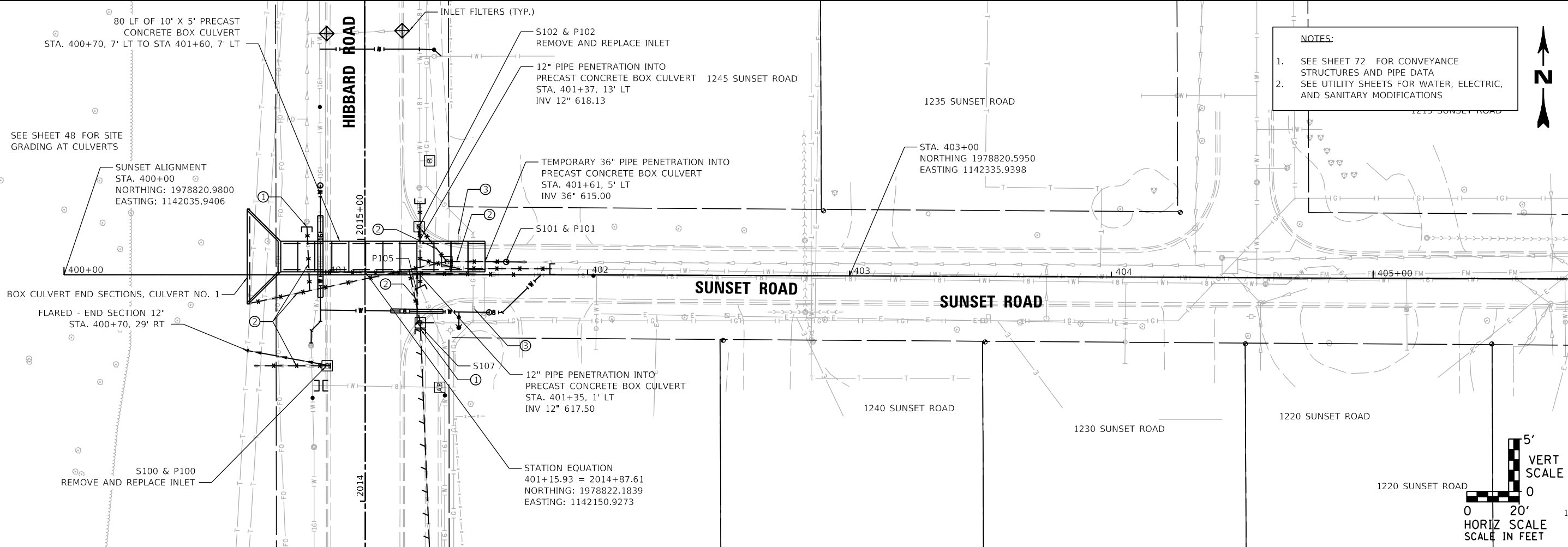
JOB NO.
1619.033
PROJECT MGR.
MRW



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64



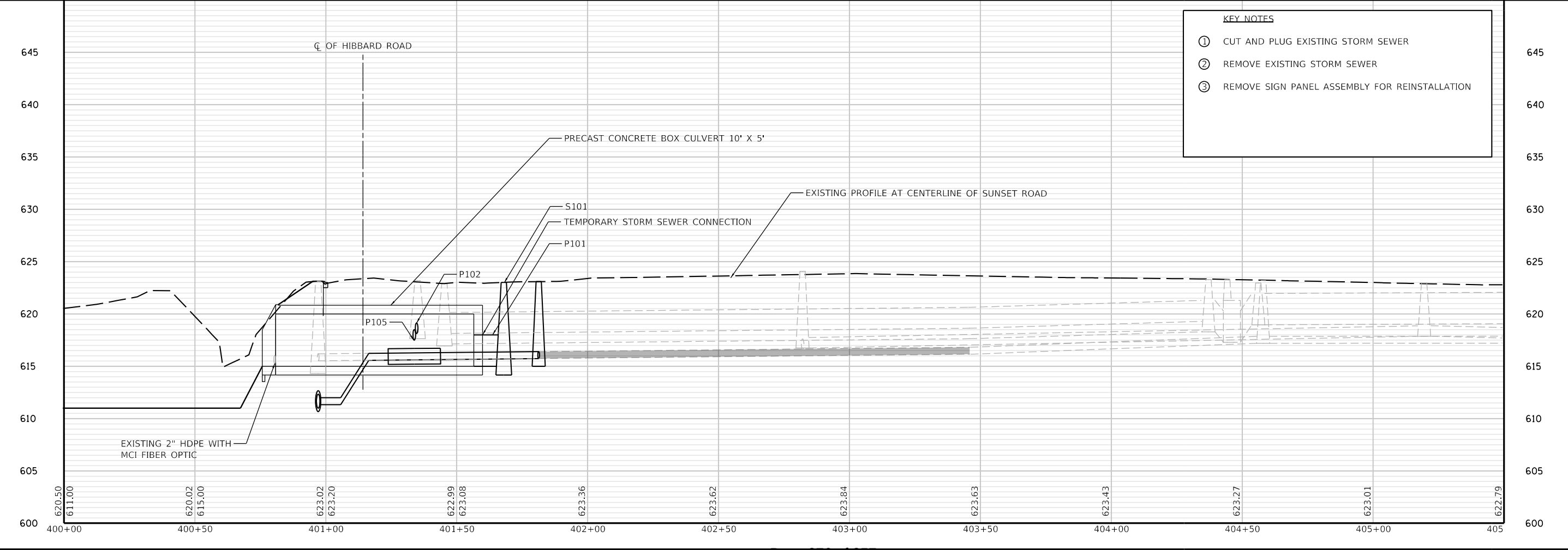
- NOTES:
- SEE SHEET 72 FOR CONVEYANCE STRUCTURES AND PIPE DATA
 - SEE UTILITY SHEETS FOR WATER, ELECTRIC, AND SANITARY MODIFICATIONS



- NOTES:
1. SEE SHEET 72 FOR CONVEYANCE STRUCTURES AND PIPE DATA
 2. SEE UTILITY SHEETS FOR WATER, ELECTRIC, AND SANITARY MODIFICATIONS



DATE:	
REVISIONS	
NO.	



- KEY NOTES
- ① CUT AND PLUG EXISTING STORM SEWER
 - ② REMOVE EXISTING STORM SEWER
 - ③ REMOVE SIGN PANEL ASSEMBLY FOR REINSTALLATION

SUNSET ROAD CULVERT - CONVEYANCE PLAN AND PROFILE

HIBBARD PRESERVE STORMWATER MANAGEMENT WETLANDS PROJECT
VILLAGE OF WINNETKA
COOK COUNTY, ILLINOIS

JOB NO.
1619.033

PROJECT MGR.
MRW



SHEET
66

EXHIBIT H- CONSTRUCTION ACCESS PERMIT

TO BE ISSUED BY FPDCC AT TIME OF FINAL APPROVAL OF AGREEMENT

EXHIBIT I - RES MITIGATION AGREEMENT

Resolution No. R-84-2022

A RESOLUTION APPROVING AN AGREEMENT WITH RES ENVIRONMENTAL OPERATING COMPANY FOR WETLAND MITIGATION SERVICES

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 proposes to undertake a project generally referred to as the Hibbard Road Stormwater Wetland Project ("**Project**"); and

WHEREAS, the Project is expected to result in unavoidable impacts within the Hydrologic Unit Code zone in which the impacts are located, necessitating, under federal law, the purchase or creation of Wetland Mitigation Credits ("**Credits**") associated with approved mitigation projects; and

WHEREAS, HGS, LLC d/b/a RES Environmental Operating Company, LLC ("**RES**"), has identified certain real property, owned by the Forest Preserve District of Cook County, which may be suitable for implementation of a mitigation project in order to obtain the Credits ("**Property**"); and

WHEREAS, in order to purchase or create the Credits, RES will be responsible for evaluating the suitability of the Property for implementation of a mitigation project and, if the Property is found suitable for this purpose, has agreed to undertake the regulatory, land management, and administrative work of implementing the mitigation project on the Property (collectively, "**Services**"); and

WHEREAS, RES is uniquely qualified to provide the Services; and

WHEREAS, pursuant to the Village's home rule authority, the Village Council desires to enter into an agreement with RES for the provision of the Services from RES in an amount not to exceed \$2,200,000.00 ("**Agreement**"); and

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

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

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

August 16, 2022

R-84-2022

SECTION 2: APPROVAL OF AGREEMENT. The Village Council hereby approves the Agreement in substantially the form attached 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 Agreement.

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

ADOPTED this 16th day of August, 2022, pursuant to the following roll call vote:

AYES: Trustee Apatoff, Cripe, Dalman, Dearborn, Handler, Swierk
NAYS: _____
ABSENT: _____

Signed

Village President

Countersigned:

Village Clerk

August 16, 2022

R-84-2022

EXHIBIT A
AGREEMENT

MITIGATION AGREEMENT

THIS MITIGATION AGREEMENT (this “**Agreement**”) is entered into as of August 16, 2022, by and between HGS, LLC, doing business as RES Environmental Operating Company, LLC (“**RES**”), and the Village of Winnetka (“**Permittee**” and together with RES, the “**Parties**” and each individually, a “**Party**”).

RECITALS:

WHEREAS, Permittee proposes to develop a project generally referred to as The Hibbard Road Stormwater Wetland Project located in Cook County, IL (the “**Project**”);

WHEREAS, to facilitate the mitigation of unavoidable impacts to aquatic resources associated with the Project, and as authorized by the United States Army Corps of Engineers (“**USACE**”), the Parties desire to purchase or create mitigation credits associated with approved mitigation projects that service the Hydrologic Unit Code zone (“**HUC**”) in which the impacts are located;

WHEREAS, the Project is expected to result in unavoidable impacts within the impacted HUC(s) requiring mitigation through the purchase or creation of stream and/or wetland mitigation credits (“**Credits**”);

WHEREAS, Permittee and/or its agents have, prior to the date hereof, in good faith and using the USACE Chicago District Interagency Coordination Agreement (ICA), the prevailing functional method utilized in the applicable USACE district (the “**Methodology**”), estimated that 50.5 Credits (the “**Estimated Credits**”) are expected to be required by the USACE in accordance with 40 CFR Part 230 et seq. (Guidelines for Specifications of Disposal Sites for Dredged or Fill Material) and 33 CFR Part 332 et seq. (Compensatory Mitigation for Losses of Aquatic Resources) as a condition to the approval of a permit application submitted, or to be submitted, to the USACE (the permit expected to be issued based on such permit application is referred to herein as the “**Permit**”);

WHEREAS, RES and Permittee anticipate that the Permit will be issued on or before December 1, 2022 (the “**Anticipated Permit Date**”);

WHEREAS, RES has identified certain real property (the “**Property**”) located elsewhere in Cook County, Illinois, being more particularly described in Exhibit A, which is owned by the Forest Preserve District of Cook County (“**FPDCC**”), and which may be suitable for the implementation of the Mitigation Project (defined below);

WHEREAS, Permittee intends to enter into an agreement (the “**Intergovernmental Agreement**”) with FPDCC which, among other provisions, would grant RES the right to access and evaluate the Property to determine its suitability as a site for the implementation of the Mitigation Plan (defined below);

WHEREAS, Permittee desires to engage RES to provide the regulatory support, land management, and execution and administration services set forth in Exhibit B for the Project (the “**Services**”), which Services include the development and, if the Permit is issued by the USACE, implementation of a permittee-responsible mitigation plan (the “**Mitigation Plan**”) on the Property to generate the Estimated Credits or, if agreed pursuant to Section 3, a greater or lesser number of Credits; and

WHEREAS, the USACE has agreed to approve the Permit after review and acceptance of a 30% construction design set and 30% Mitigation Plan (collectively, the “**Conceptual Mitigation Plan**”) with final Mitigation Plan approval to occur after the Permit issuance (“**Final Mitigation Plan**”).

NOW THEREFORE, for and in consideration of the premises and the payment set forth herein, and subject to the terms and conditions set forth herein, the Parties agree to the following:

AGREEMENTS:

1. Engagement of RES.

(a) Subject to (i) the terms and conditions set forth herein, and (ii) all required approvals of the USACE and any other applicable transnational, domestic or foreign federal, state or local governmental, regulatory or administrative

authority, department, court, agency or official, including any political subdivision thereof (a “**Governmental Authority**”), RES agrees to perform, or cause its affiliates, subcontractors or agents to perform, the Services in order to develop and, if the Permit is issued, implement the Mitigation Plan on the Property to generate the Estimated Credits in order to allow the Project to proceed; provided, that in lieu of providing the Services, RES, in its discretion, may obtain all or any portion of the Estimated Credits from mitigation banks or other sources.

(b) RES’ obligation to perform the Services is expressly conditioned upon Permittee securing from the FPDCC the Intergovernmental Agreement or a similar agreement (i) allowing RES to access and evaluate the Property (or portions thereof) as a potential site on which to implement the Mitigation Plan and seek approvals from applicable Governmental Authorities; (ii) whereby the FPDCC agrees to execute a conservation easement or similar instrument protecting the Property (or portions thereof) in perpetuity and granting RES the necessary rights of access to implement the Mitigation Plan on the Property or to perform any other activities contemplated or permitted by the conservation easement; and (iii) to reasonably cooperate with RES in its performance of the Services on the Property. In the event Permittee fails to secure from FPDCC such rights on or before December 1, 2022, RES and the Permittee will each have the right, upon written notice, to terminate this Agreement. Notwithstanding the foregoing, if RES secures approval of such rights from the Resource Management Department of the FPDCC on or before December 1, 2022, Permittee shall not be permitted to terminate this Agreement.

2. Required Payments.

(a) As consideration for the performance of the Services, Permittee shall pay RES an aggregate amount (as may be adjusted pursuant to Section 3 or Section 4, the “**Purchase Price**”) equal to \$2,200,000, paid, if at all, in installments only as follows and subject to the specific triggers set forth below (each a “**Milestone Payment**”):

- i. On the date hereof, \$22,000, equal to 1% of the Purchase Price;
- ii. On the date that the first draft of the Conceptual Mitigation Plan is submitted directly to the USACE for review and approval, \$22,000, equal to 1% of the Purchase Price;
- iii. On the date a revised draft of the Conceptual Mitigation Plan is submitted directly to the USACE for review and approval, \$44,000, equal to 2% of the Purchase Price;
- iv. On the earlier of (A) December 1, 2022 and (B) issuance of the Permit, \$352,000, equal to 16% of the Purchase Price;
- v. On the date that RES receives written notice (including electronic mail), that the Final Mitigation Plan has been approved by the USACE, \$440,000, equal to 20% of the Purchase Price;
- vi. On the date that RES satisfies the Financial Assurances Obligation (as defined in Exhibit B), \$330,000, equal to 15% of the Purchase Price;
- vii. On the date that RES mobilizes equipment or personnel to the Property to begin construction or pre-construction activities, \$330,000, equal to 15% of the Purchase Price;
- viii. On the date that RES informs Permittee that 50% of the work to be completed, as defined in the Final Mitigation Plan, has been completed, \$440,000, equal to 20% of the Purchase Price; and
- ix. On the date that the As-Built plans for the construction work (as defined in the Mitigation Plan) are submitted to the USACE, \$220,000, equal to 10% of the Purchase Price.

(b) Any amount due and payable hereunder shall be paid within ten (10) days of such amount becoming due and payable by wire transfer or by other method as directed by the recipient. Any amount paid hereunder shall, when paid, be deemed to be fully earned and non-refundable.

(c) The Parties’ good faith expectation of when certain project milestones will be met is set forth below. If any task is not completed by the date set forth below, and such delay is due to the fault of RES, the Anticipated Permit Date will be extended proportionality. For example, if, due to RES’ fault, the response to USACE comments is

completed in 12 business days instead of 10 business days, the Anticipated Permit Date would be extended from October 31, 2022 to November 2, 2022.

Phase	Task	Estimated Completion Date
I	Initiation of Concept Plan	Started July 22, and Currently in Progress
	Contract execution	August 17, 2022
	Finalization of concept plan- review by FPDCC	August 24, 2022
II	Submission of 30% concept plan to USACE	August 31, 2022
	Initial comments/feedback from USACE	10 Business Days
	RES response to USACE comments	10 Business Days
III	Issuance of permit	October 1 - December 1, 2022

(d) If Permittee fails to make any required payment under this Agreement:

- i. RES shall not be required to perform hereunder unless and until such default is cured and shall not be responsible for any breach, liability or damages resulting from such non-performance, and
- ii. after a ten (10) day cure period beginning upon RES's notification to Permittee of such non-payment, RES may, in addition to its remedies at law and equity, (x) retain all prior payments received, and/or (y) terminate this Agreement.

(e) If RES fails to comply with its obligations under this Agreement:

- i. Permittee shall not be required to perform hereunder unless and until such default is cured and shall not be responsible for any breach, liability or damages resulting from such non-performance, and
- ii. after a ten (10) day cure period beginning upon Permittee's notification to RES of such non-compliance, Permittee may, in addition to its remedies at law and equity, (x) withhold any additional payments and/or (y) terminate this Agreement.

3. Project Changes.

(a) Project changes or a re-evaluation of the Project's expected impacts may affect the number of Estimated Credits. Prior to the issuance of the Permit, Permittee will have the right to request a change in the number of Estimated Credits by delivering a written notice (a "**Credit Change Request**") to RES describing the type and number of Credits by which Permittee desires to increase or decrease the Estimated Credits. If a Credit Change Request reduces the Estimated Credits to zero, either Party may terminate this Agreement and Section 5(a) shall apply.

(b) Promptly after receiving a Credit Change Request, RES will use commercially reasonable efforts to deliver a written proposal (a "**Credit Change Proposal**") to modify the Mitigation Plan to generate additional Credits or reduce the number of Credits generated by the Mitigation Plan. The Credit Change Proposal will include RES' proposed increase or decrease, as applicable, in the Purchase Price given such modifications.

(c) Permittee and RES will discuss the Credit Change Proposal in good faith. If the Parties agree on the Credit Change Proposal, including any modifications to the Credit Change Proposal agreed to by the Parties, RES will implement the Credit Change Proposal. If the Parties cannot agree on a final version of the Credit Change Proposal within 30 days of its delivery to initial delivery to Permittee, either Party may terminate this Agreement and Section

5(a) shall apply. RES and Permittee each agree to do such further lawful acts as are reasonably necessary to give effect to the intent of this Section 3.

4. Changes in Regulations.

(a) If, prior to the issuance of the Permit, there is a change in any rules, guidance, regulations or the Methodology or the application thereof (a “**Change in Regulations**”), RES will use commercially reasonable efforts to deliver a written proposal (the “**Change in Regulations Proposal**”) to modify the Mitigation Plan to address the Change in Regulations. The Change in Regulations Proposal will include RES’ proposed change in the Purchase Price, if any, given such modifications, whether an increase or a decrease in the Purchase Price.

(b) Permittee and RES will discuss the Change in Regulations Proposal in good faith. If the Parties agree on the Change in Regulations Proposal, including any modifications to the Change in Regulations Proposal agreed to by the Parties, RES will implement the Change in Regulations Proposal. If the Parties cannot agree on a final version of a Change in Regulations Proposal within 30 days of its initial delivery to Permittee, either Party may terminate this Agreement and Section 5(a) shall apply.

(c) Notwithstanding anything to the contrary herein, any modification to the Mitigation Plan is conditioned upon the receipt of all required Governmental Authority approvals, and in no event will RES be liable to Permittee or any other party if RES is unable to modify the Mitigation Plan to accommodate a Credit Change Request or Change in Regulations.

5. Termination.

(a) If either Party terminates this Agreement as permitted by Section 1(b), or if either Party terminates this Agreement as permitted by Section 3 or Section 4, then (i) any Milestone Payments that have been paid, or are at the time of termination due and payable to RES, shall be retained by and/or paid to RES as compensation for Services performed, (ii) Permittee shall not owe any additional amounts to RES, (iii) RES shall not have any additional obligations to Permittee, and (iv) both Parties shall execute and deliver such additional documents, instruments, conveyances, and assurances and take such further actions as may be reasonably required to carry out the intent of this Section 5, including as required by any Governmental Authority. Notwithstanding the foregoing, with respect to the fourth Milestone Payment, in the event that Permittee terminates this Agreement due solely to a material breach by RES which remains uncured after the 10-day cure period, and such termination occurs after December 1, 2022, but prior to the issuance of the Permit, then the Permittee will have such rights as provided by law to seek the return of the fourth Milestone Payment.

(b) If either Party terminates this Agreement as permitted under Section 2(d) or (e) respectively, then, without limiting either Party’s obligations or liabilities to the other Party arising from such breach, the nonbreaching party shall be relieved of its responsibilities hereunder and shall have no further obligations to the other Party.

(c) Termination under this Section 5 shall not be deemed to relieve any Party of any obligations that expressly survive termination of this Agreement (e.g., confidentiality obligations under Section 7(a)).

6. Responsibilities, Representations and Covenants. Permittee and RES each, as applicable, expressly acknowledge, represent, covenant and agree that:

(a) RES is not responsible for the calculation of the number and type of Credits ultimately required by the Governmental Authorities as a condition to the approval of the Permit;

(b) The number of Credits ultimately required by the Governmental Authorities as a condition to the approval of the Permit may be greater than the Estimated Credits, and RES is not responsible for providing such Credits unless agreed pursuant to Section 3;

(c) RES is responsible for compliance with, and will comply with, applicable laws, rules and regulations related to the performance of the Services, and Permittee is responsible for compliance with, and will comply with, any other applicable laws, rules and regulations related to the Project, including the Permit;

- (d) Permittee (i) has provided RES with true, correct and complete copies and/or summaries of any correspondence or requirements from any Governmental Authority related to the Mitigation Plan and compensatory mitigation requirements associated with the Project or the Permit, and (ii) shall promptly provide to RES true, correct and complete copies or summaries of any such correspondence or requirements received or occurring after the date hereof;
- (e) Permittee shall deliver to RES a complete copy of the Intergovernmental Agreement, or similar agreement, promptly following its complete execution by Permittee and the FPDCC;
- (f) Permittee agrees to reasonably cooperate with RES in its performance of the Services and to request that the FPDCC provide access to the Property (or an agreed upon alternative site), as required to enable RES' provision of the Services;
- (g) Permittee shall execute and deliver such additional documents, instruments, conveyances, and assurances and take such further actions as may be reasonably required to carry out the intent of the provisions hereof; and
- (h) Permittee shall take all steps necessary to prevent delaying RES' provision of the Services.

7. Miscellaneous.

(a) *Confidentiality.* Neither this Agreement nor the terms hereof may be furnished to any third party, including Governmental Authorities, without the written consent of all Parties, except as may otherwise be required by law or a court of competent jurisdiction; provided, that the foregoing shall not prohibit the Parties from providing this Agreement or the terms hereof to their attorneys, consultants, professional advisors, and current and prospective investors and primary lenders. Permittee agrees that it shall not, without the prior written consent of RES, which consent may be withheld by RES in its sole discretion, contact or communicate directly or indirectly with any landowners, third party easement holders or other parties to any conservation easement or similar documents affecting the Property from which RES has satisfied or intends to satisfy the Estimated Credits. The terms and conditions of this paragraph shall survive any termination of this Agreement. Nothing in this Section 7(a) will interfere with the Permittee's obligations to comply with the Illinois Freedom of Information Act.

(b) *Governing Law and WAIVER OF JURY TRIAL.* This Agreement and all matters arising out of or relating to this Agreement are governed by the laws of Illinois, including its statutes of limitations, without giving effect to any conflict of laws provisions thereof. Any Party may institute any legal suit, action, or proceeding arising out of or relating to this Agreement in the federal or state courts in each case located in Cook County, IL. EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY: (A) CONSENTS AND SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE AFOREMENTIONED COURTS; (B) WAIVES ANY OBJECTION TO THAT CHOICE OF FORUM BASED ON VENUE OR TO THE EFFECT THAT THE FORUM IS NOT CONVENIENT; AND (C) WAIVES ANY RIGHT TO TRIAL BY JURY. The provisions of this paragraph shall survive the expiration or termination of this Agreement.

(c) *Counterparts and Authorization.* This Agreement may be signed by facsimile signature, which signature shall be deemed to constitute an original signature and be binding as such. This Agreement may be executed in identical counterparts, each of which when so executed and delivered will constitute an original, but all of which taken together will constitute one and the same instrument. The Parties each represent that the person signing this Agreement on their behalf is duly authorized to sign this Agreement.

(d) *Notices.* All notices, requests, consents, claims, demands, waivers, approvals and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth on its signature page (or to such other address that may be designated by the receiving party from time to time in accordance with this Section 7(d)). All Notices shall be delivered by personal delivery, nationally recognized overnight courier or email (with confirmation of transmission) or certified or registered mail. A Notice is effective only (i) upon receipt by the receiving party, and (ii) if the Party giving the Notice has complied with the requirements of this Section 7(d). The provisions of this paragraph shall survive the expiration or termination of this Agreement.

(e) *Entire Agreement, Severability and Waiver.* This Agreement embodies the entire agreement between the Parties and supersedes all prior agreements and understandings relating to the subject matter of this Agreement. If any

portion of this Agreement is held invalid or inoperative, then so far as is reasonable and possible the remainder of this Agreement shall be deemed valid and operative, and, to the greatest extent legally possible, effect shall be given to the intent manifested by the portion held invalid or inoperative. The failure by any Party to enforce against the other any term or provision of this Agreement shall not be deemed to be a waiver of such Party's right to enforce against the other Party the same or any other such term or provision in the future. The provisions of this paragraph shall survive the expiration or termination of this Agreement.

(f) *Force Majeure.* No Party shall be liable or responsible to the other Party, or deemed to have breached this Agreement, to the extent of any failure or delay in satisfying its obligations hereunder if such failure is attributable to any of the following: strikes, riots, acts of God, shortages of labor or materials, war, terrorist acts or activities, orders, laws, regulations, or restrictions, adverse determinations from the USACE or any Governmental Authority, refusal or delay by any intended grantee of a conservation easement or servitude to accept the same, or any other causes which are beyond the reasonable control of the responsible Party.

(g) *No Interest.* No provision of this Agreement shall be deemed to grant to Permittee or any other party any interest in any property of RES or any of its affiliates. If, despite the terms hereof, any tribunal or court determines that a payment made pursuant to this Agreement is a pre-payment not yet fully earned by RES, Permittee grants RES a security interest in any and all funds Permittee has delivered or deliver to RES pursuant to this Agreement, whenever delivered; this security interest secures all indebtedness and payment obligations of Permittee to RES arising under this Agreement, whether now existing or hereafter arising.

(h) *Amendment and Assignment.* This Agreement may not be changed, amended or modified except by an instrument in writing signed by all Parties. This Agreement shall be binding upon the Parties and their respective successors and assigns; however, this Agreement may not be assigned by any Party without the prior written consent of the other Parties, which consent shall not be unreasonably withheld, conditioned or delayed. The foregoing restriction shall not be deemed to prohibit (i) the assignment or transfer of this Agreement by any Party to (x) any third party that controls, is controlled by, or is under common control with, the assigning Party, or (y) any purchaser of all, or substantially all, of the assets of the assigning Party, as long as, in each case, the assignee agrees to assume all obligations of the assigning Party hereunder, or (ii) the pledge or collateral assignment of this Agreement, or any rights and/or remedies hereunder, by any Party to its primary lender(s) as collateral for such Party's obligations under any secured credit facility.

(i) *Consequential Damages.* Notwithstanding any provision of this Agreement to the contrary, no Party to this Agreement shall be liable for any lost or prospective profits or any other indirect, consequential, special, incidental, punitive, or other exemplary losses or damages, whether based in contract, warranty, indemnity, negligence, strict liability or other tort or otherwise, regardless of the foreseeability or the cause thereof. Each Party expressly agrees that the members, partners and shareholders of any defaulting or breaching Party hereunder are not jointly, solidarily or severally liable for any costs, expenses, losses or damages arising from such Party's breach or default under this Agreement. The provisions of this paragraph shall survive the expiration or termination of this Agreement.

(j) *Interpretation.* Section headings are included for convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement and should not be used to construe or interpret this Agreement. Any singular term in this Agreement shall be deemed to include the plural, and any plural term the singular. Whenever the words "include", "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation", whether or not they are in fact followed by those words or words of like import. "Writing", "written" and comparable terms refer to printing, typing and other means of reproducing words (including electronic media) in a visible form. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The schedules and exhibits referred to herein shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein; provided that in the event of any conflict between the body of this Agreement and an Exhibit, the terms of the body of the Agreement shall control.

(k) *Independence of Parties.* Nothing herein shall be construed to create a joint venture or partnership between the Parties hereto or an employer/employee or agency relationship.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

NOW THEREFORE, the Parties have caused this Agreement to be executed, sealed, and delivered, all as of the date first written above.

RES:

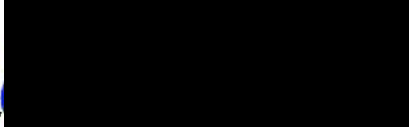
HGS, LLC, doing business as RES Environmental Operating Company, LLC

By: _____
Name: _____
Title: _____
Date: _____

Address:
6575 West Loop South, Suite 300
Bellaire, Texas 77401
Attn: Lilly Van Maele, Assistant General Counsel
Email: ivanmaele@res.us

PERMITTEE:

The Village of Winnetka



By: _____
Name: CHRIS RINTZ
Title: VILLAGE PRESIDENT
Date: 08/16/2022

Address: 510 GREEN BAY ROAD
Attn: _____

Email: _____

EXHIBIT A

DESCRIPTION OF PROPERTY

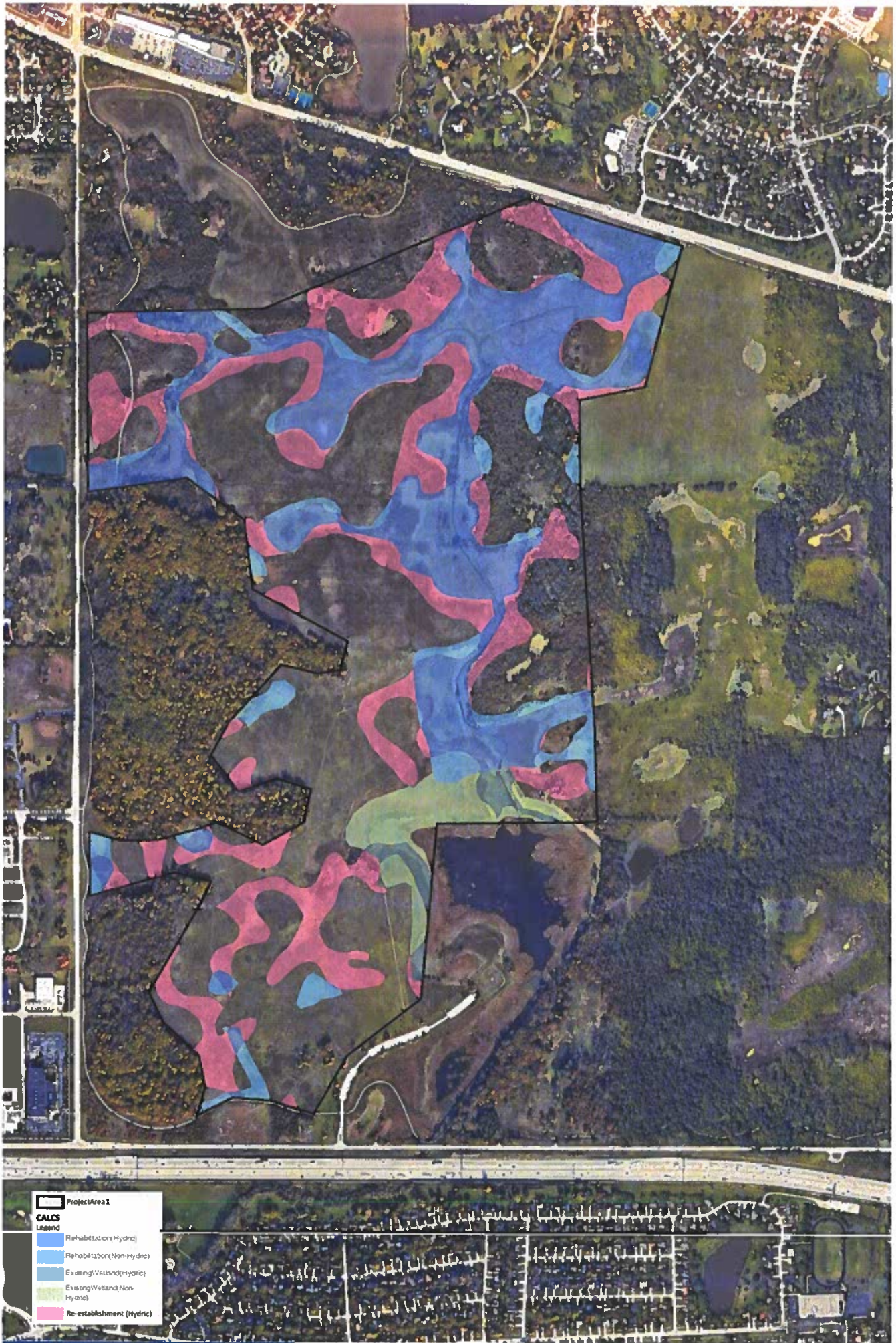


EXHIBIT B

SERVICES PROVIDED BY RES

RES will develop and, if the Permit is issued by the USACE, implement a Mitigation Plan to generate the Estimated Credits (or, if agreed pursuant to Section 3 of the Agreement, a greater or lesser number of Credits), by:

- Evaluating the Property (or portions thereof) as a potential site on which to implement the Mitigation Plan, identifying which portions of the Property RES intends to use as a potential mitigation site, and seeking approvals for the implementation of the Mitigation Plan on such site(s) from applicable Governmental Authorities and the FPDCC.
- Submitting a draft Mitigation Plan to the USACE and corresponding with the USACE regarding such plan.
- Performing the requirements set forth in the Mitigation Plan, including constructing the mitigation project contemplated thereby, recording a site protection or similar instrument which protects the mitigation project property in perpetuity (such obligation, as described in the Mitigation Plan, the “**Site Protection Obligation**”), funding or otherwise satisfying the financial assurances required by the USACE (such obligation, as described in the Mitigation Plan, the “**Financial Assurances Obligation**”) and providing for the long-term stewardship (including maintenance and monitoring) of the mitigation project.
 - The Financial Assurances Obligation involves executing a construction bond at the start of construction, to be closed and released after substantial completion of construction and acceptance of the As-Built plans by the USACE.
 - Immediately following the release of the construction bond, a maintenance bond will be executed for the ongoing performance criteria of the Mitigation Plan. The maintenance bond will be drawn down annually after acceptance of the monitoring reports based on the remaining annual performance costs.



Agenda Item Executive Summary

TITLE: One Winnetka Concept Review

PRESENTER: David Schoon

AGENDA DATE: October 18, 2022

CONSENT: No

ITEM TYPE: Old Business

ITEM HISTORY:

12/7/21 - The Village Council reviewed a proposed planned development concept plan for the Subject Property.

EXECUTIVE SUMMARY:

On October 18, the Village Council is scheduled to consider a planned development concept plan application filed by Murphy Development Group, LLC (the "Applicant"), as the designee of the property owner, RIC (Winnetka Lincoln) LLC (the "Owner"), who owns 714-16 Elm Street, 718-732 Elm Street, 740 Elm Street, 511 Lincoln Avenue, and 515 Lincoln Avenue following a foreclosure action (the "Subject Property".) The designated architect for the new project is OKW Architects, LLC.

The Applicant has submitted for concept plan review by the Village Council a four-story mixed use planned development for the Subject Property, which continues to be called One Winnetka, and which consists of the following elements:

- a) 48 residential rental units,
- b) 18,800 square feet of commercial space, and
- c) a total of 155 parking spaces consisting of 39 spaces at ground level for the commercial uses and 116 spaces on the lower (underground) level for the residential uses.

Attached is a separate staff report providing further details regarding the Applicant's request. Included in the staff report and attachments is additional information regarding the Applicant.

RECOMMENDATION:

At the October 18, 2022, Village Council meeting, staff recommends that the Village Council review the Applicant's concept plan application, and that Council members provide individual comments, suggestions or recommendations on the proposed mixed-use development.

ATTACHMENTS:

1. Staff Report - Current Planned Development Concept Plan
2. Applicant Submittal - Current Planned Development Concept Plan
3. Comparison of 2018 Approved Plan, 2021 Concept Plan, & Current Concept Plan
4. Council Meeting 12/7/2022 - Concept Plan Agenda Report & Meeting Minutes



MEMORANDUM VILLAGE OF WINNETKA

COMMUNITY DEVELOPMENT DEPARTMENT

TO: VILLAGE COUNCIL
FROM: DAVID SCHOON, COMMUNITY DEVELOPMENT DIRECTOR
DATE: OCTOBER 13, 2022
SUBJECT: 714-740 ELM & 511-515 LINCOLN - MURPHY DEVELOPMENT GROUP, LLC
PLANNED DEVELOPMENT - CONCEPT PLAN REVIEW
(CASE NO. 2022-25-PD)

INTRODUCTION

On October 18, the Village Council is scheduled to consider a **planned development concept plan application** filed by Murphy Development Group, LLC (the "Applicant"), as the designee of the property owner, RIC (Winnetka Lincoln) LLC (the "Owner"), who owns 714-16 Elm Street, 718-732 Elm Street, 740 Elm Street, 511 Lincoln Avenue, and 515 Lincoln Avenue following a foreclosure action (the "Subject Property".) The designated architect for the new project is OKW Architects, LLC.

The Applicant has submitted for concept plan review by the Village Council a **four-story mixed use planned development** for the Subject Property, which continues to be called One Winnetka, and which consists of the following elements:

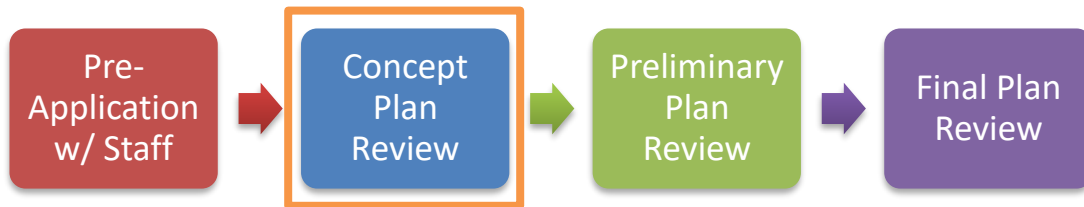
- a) 48 residential rental units,
- b) 18,800 square feet of commercial space, and
- c) a total of 155 parking spaces consisting of 39 spaces at ground level for the commercial uses and 116 spaces on the lower (underground) level for the residential uses.

The Applicant's concept plan application materials are included in **Attachment 2**.



Figure 1
Proposed Concept Plan - Elm Street Perspective Drawing

The purpose of the Village Council’s review of the concept plan application is to broadly acquaint the Council with the Applicant’s proposal and provide the Applicant with any preliminary views or concerns members of the Council may have early in the process when adjustments are still possible and prior to the Applicant expending the funds necessary to prepare the complete documentation required for a preliminary plan application. There is not a public notice requirement for the concept plan review stage; however, as a courtesy to property owners immediately to the south and west, staff emailed representatives of the 711 Oak condominium building and the Hadley Institute informing them of the October 18 Council meeting.



After hearing the comments and suggestions from the Village Council, if the Applicant decides to proceed with the project, the Applicant will need to submit a preliminary planned development application with all the required documents for consideration by the Planned Development Commission and the Design Review Board. Property owners within 250 feet of the Subject Property would then be notified of these meetings by mail notice, a notice would be published in the local newspaper, and signs would be posted on the Subject Property. Once the advisory bodies have completed their respective reviews, the Village Council would consider the advisory bodies’ findings and recommendations on the preliminary plan and vote to grant, deny, or modify the planned development application, or the Village Council may return the matter to the Planned Development Commission or Design Review Board for further consideration and findings. Provided the preliminary plan is approved by the Village Council, a final plan must then be submitted for the Village Council’s consideration. If the Council finds the final plan substantially conforms to the approved preliminary plan, the Council will approve the final plan.

DESCRIPTION OF PROPERTY

The Subject Property is generally located on the southeast corner of Lincoln Avenue and Elm Street and is approximately 1.10 acres (Figure 2). The Subject Property contains five vacant commercial buildings. In the center of the buildings is a small surface parking lot that accommodates approximately 14 vehicles. The Village parking lot immediately east of the Subject Property (the “Village Parcel”) would not be part of the Applicant’s redevelopment plans. The 63 parking spaces on the Village Parcel would continue to be available for use by customers and employees of the Elm Street Business District.

Unlike recent proposals for the site, the Subject Property and the proposed development **does not include** 736 Elm Street, which is owned by Elm Street Pharmacy, LLC, and is home of Conney’s Pharmacy. Though the Subject Property does include 740 Elm Street, which is commonly referred to as the former Phototronics building, the Applicant only intends to “refresh” the look and re-tenant the building, while the Applicant would redevelop the remainder of the Subject Property with the proposed mixed-use development.

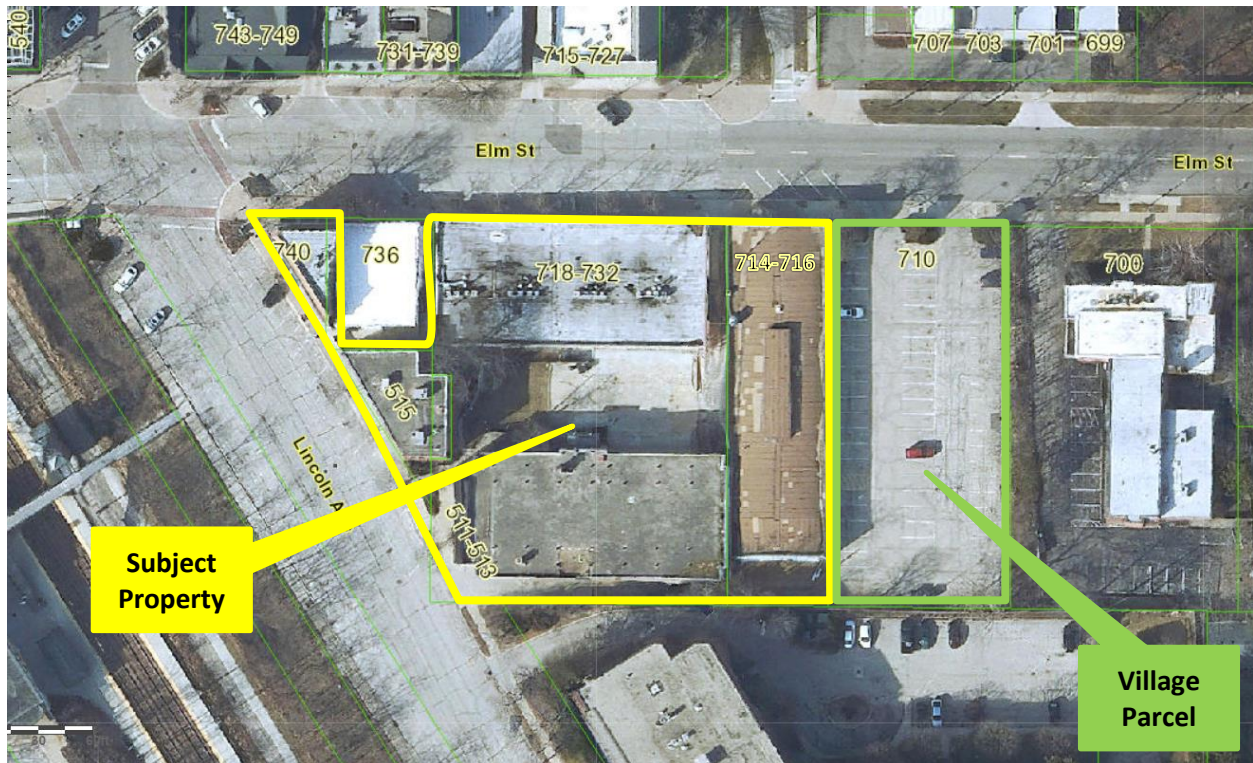


Figure 2 – Aerial Map

The Subject Property is zoned C-2 General Retail Commercial, and a portion is located in the C-2 Overlay District as shown in Figure 3.

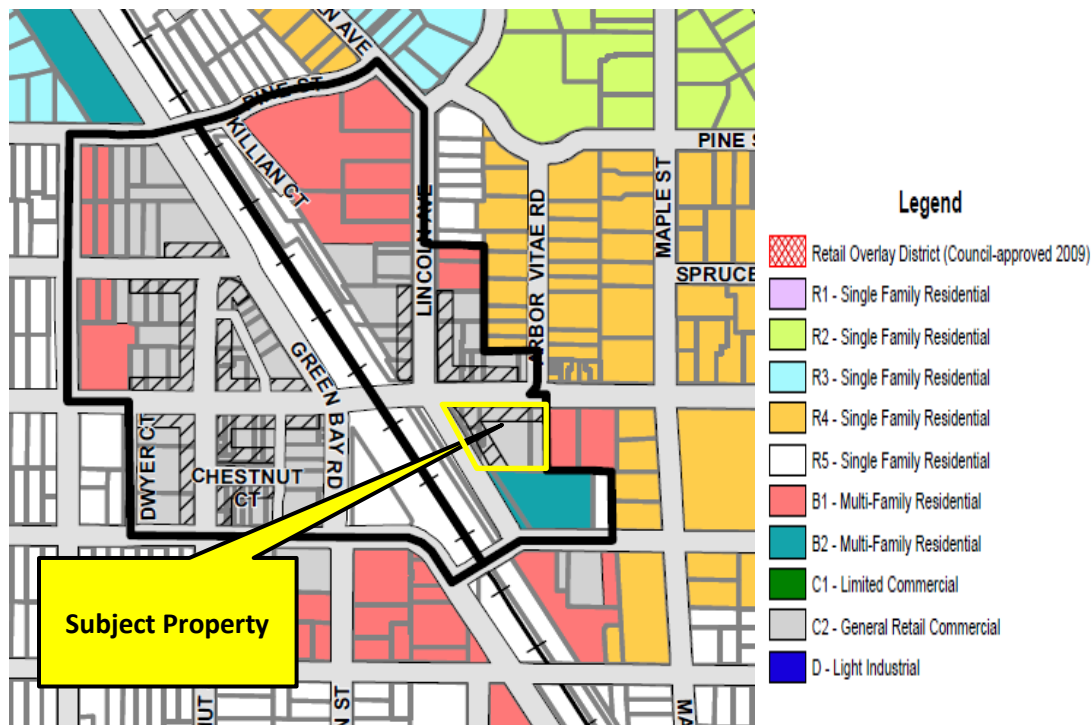


Figure 3 – Zoning Map

The Village's Comprehensive Plan designates the Subject Property as appropriate for mixed-use land uses as shown in Figure 4.

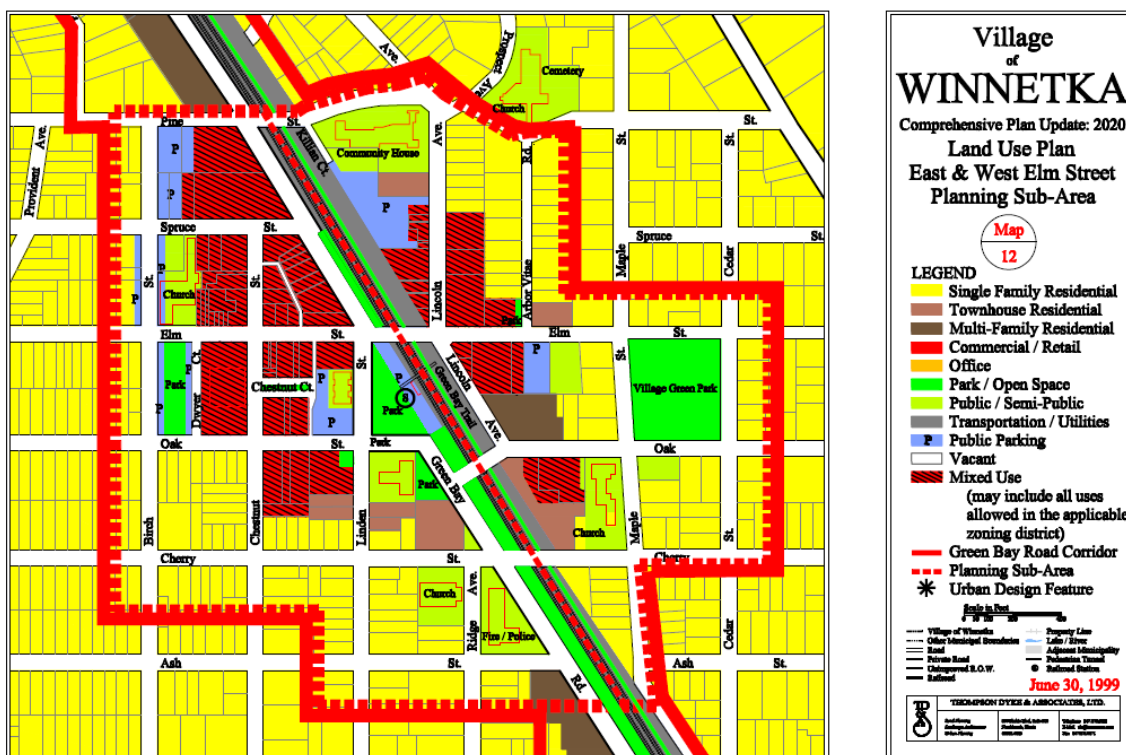


Figure 4 – Comprehensive Plan Land Use Plan

RECENT PROPERTY BACKGROUND

One Winnetka Approved Plan

On October 16, 2018, the Village Council adopted zoning and subdivision approval documents for the One Winnetka mixed-use development project on the Subject Property and the westerly portion of the Village Parcel (Ordinances M-11-2018, M-12-2018, M-13-2018 and Resolutions R-57-2018, R-58-2018).

On August 6, 2019, after the developer for the One Winnetka development failed to meet specific deadlines provided for in the approval documents, the Village Council adopted a resolution terminating the One Winnetka development agreement and zoning and subdivision approvals (Resolution No. R-69-2019).

Since that time the property has gone through the foreclosure process. The lender for the previously approved One Winnetka final plan has secured ownership of the Subject Property and legally owns the property as the Owner. Also, the Village had pursued property maintenance violations through the Circuit Court of Cook County. The Village entered into a settlement agreement regarding these issues and others with the previous legal entity that owned the One Winnetka property and its lender.

Recent Concept Plan Reviews - Submittals by CA Residential

On November 5, 2019, the Village Council considered a planned development concept plan application filed by CA Residential, LLC for properties at 714-740 Elm Street and 511-515 Lincoln Avenue. The development plan also included the Conney's Pharmacy site, which is owned by Elm Street Pharmacy, LLC., and one plan option included a portion of the Village Parcel.

Given the feedback from the Council at the November meeting, on January 21, 2020, the Village Council considered a revised planned development concept plan application filed by CA Residential for 714-740 Elm Street and 511-515 Lincoln Avenue, as well as 736 Elm Street, the Conney's Pharmacy site. With this revised proposal, CA Residential was no longer interested in acquiring a portion of the Village Parcel.

CA Residential never moved forward with a preliminary planned development application for any of the concept plans it had presented to the Village Council.

Recent Concept Plan Review - Submittal by Stonestreet Partners, LLC

On December 7, 2021, the Village Council considered a planned development concept plan application filed by Stonestreet Partners, LLC. Stonestreet Partners was also the development entity for the previous One Winnetka final planned development for the site, which the Village Council had previously approved and subsequently rescinded its approval due to noncompliance with the terms of the applicable development agreement. At that time, the application materials stated that Murphy Development Group would serve as the General Partner and OKW Architects, LLC would serve as the architect. The agenda materials and meeting minutes from the December 7 meeting are included in **Attachment 3**. That proposal was for a **five-story mixed use planned development** for the Subject Property, which consisted of the following elements:

- a) 74 residential rental units,
- b) 18,000 square feet of commercial space, and
- c) a total of 158 parking spaces consisting of 43 spaces at ground level for the commercial uses and 115 spaces on the lower (underground) level for the residential uses.

During that concept plan review individual trustees provided comments on the proposal. At least three of the trustees stated that they could not support a five-story development on the site. Others questioned the mix of units and size of the units, in particular the number of one-bedroom units. They indicated the developer would need to submit a market study at the time they submitted their preliminary planned development application. The applicant would also need to provide a parking study for the area to support their proposed level of parking, in particular for the commercial uses. Also, during the preliminary planned development application step, they would need to address concerns regarding the access point on Elm Street in terms of site visibility, and they should meet with the neighbors to discuss their proposal. That applicant did not move forward with the development plan that had been presented.

CURRENT PROPOSED PLAN

The Applicant has submitted a concept plan for a four-story mixed-use building for consideration by the Village Council, which development calls for the following:

- 48 residential rental units consisting of 2 and 3 bedrooms on levels 2-4,
- 18,800 square feet of commercial space at ground level, and
- 155 parking spaces on the ground floor and lower levels.

The residential units would be accessed by a lobby off Lincoln Avenue. The lower-level parking for the residential tenants would be accessed off Lincoln Avenue along the south end of the property. The loading area for the building would also be in this general area.

The bulk of the commercial space would be along Elm Street with a smaller portion along Lincoln Avenue. The commercial parking spaces would be located at ground level behind the first-floor commercial space and would be accessed off Elm Street by a two-way drive aisle. The Applicant has

identified an interest with leasing the first-floor commercial space to medical office uses and financial service office uses, both of which would require special use approval as portions of either use would be located with the Overlay District.

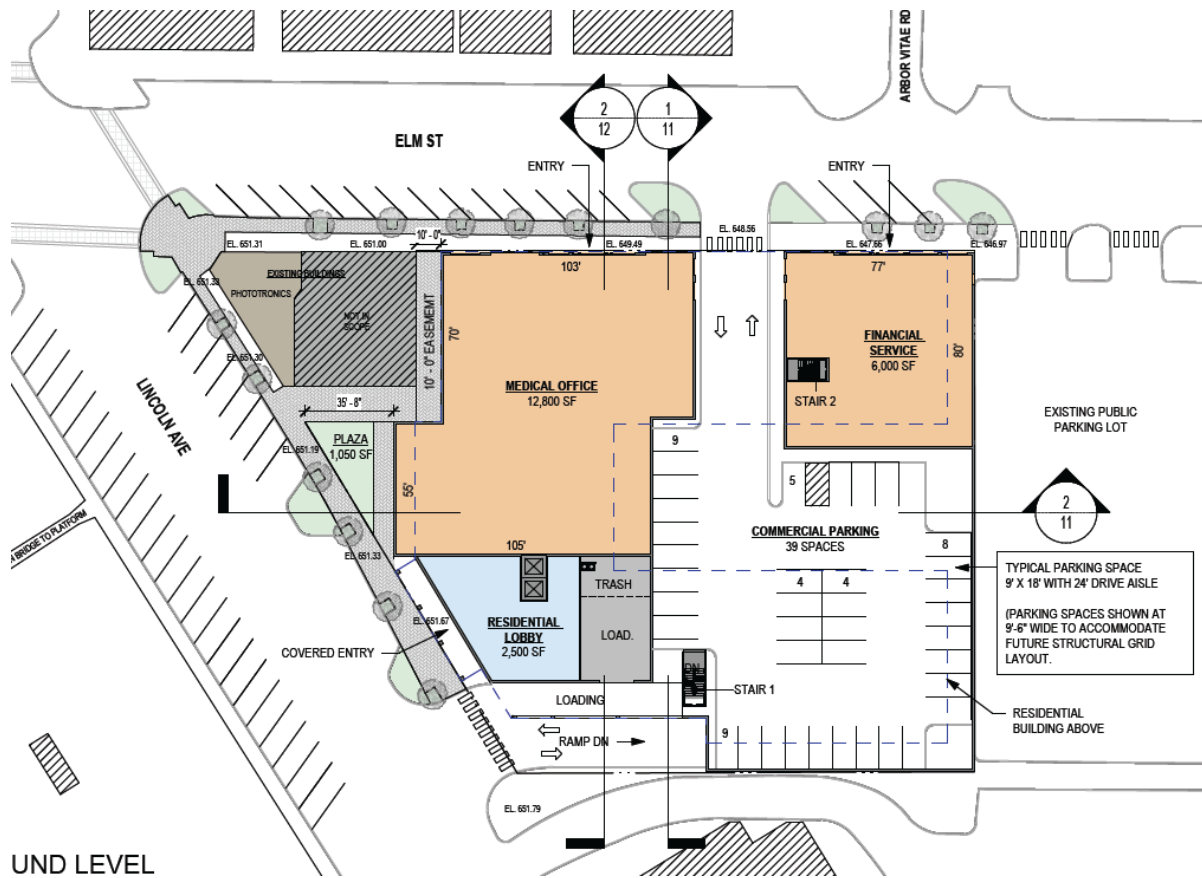


Figure 5 – Current Concept Plan – Ground Floor Plan

The façade of the building has a Tudor design. The commercial level would be stone and brick, the upper levels would consist of detailed brick, stucco, and timber elements. The Elm Street façade incorporates projecting bays at the second and third floor levels, which include steeply pitched gable roof elements.



Figure 6 – Current Concept Plan – Elm Street Elevation

In most locations the fourth-story building element would be stepped back from the front property line as required by code. The step back of the upper stories is required by code to reduce the perceived scale of buildings at the sidewalk. Residential balconies are provided at the second and third floor levels

and more extensive terraces at the fourth level. During the preliminary plan review process, the Applicant will need to provide further details regarding the design of all building facades as well as the appearance of that portion of the building façade that will wrap-around the Conney's Pharmacy building.

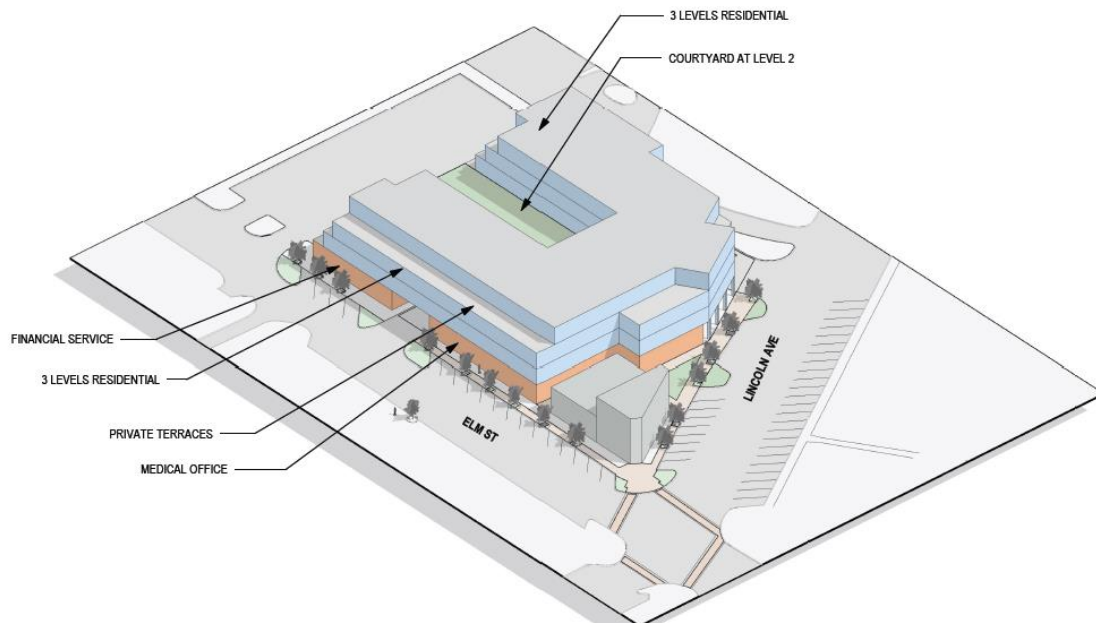


Figure 7 – Current Concept Plan – Axonometric View

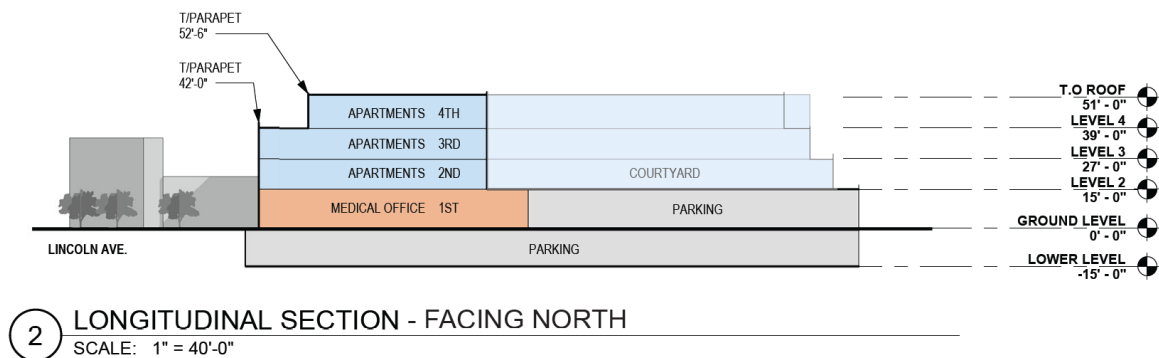
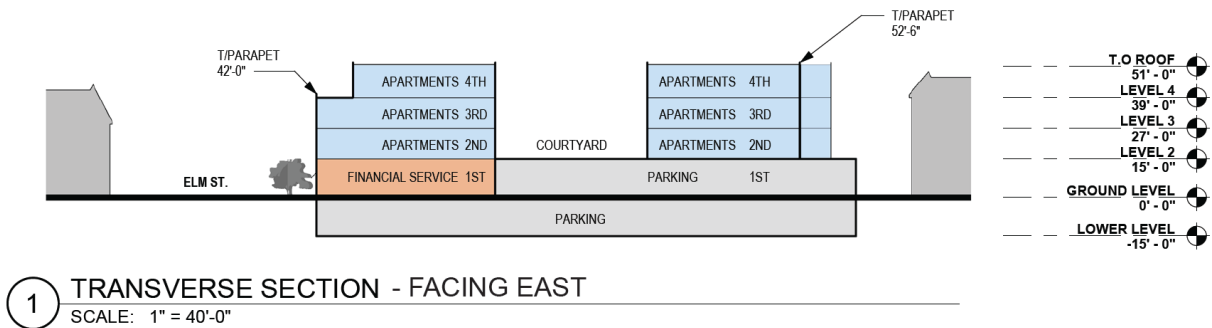


Figure 8 – Current Concept Plan – Building Sections

Attachment 4 includes a table comparing: (i) the approved One Winnetka project; (ii) the most recent concept plan reviewed for the property (December 2021); and (iii) the current proposed concept plan for the property (October 2022).

REQUIRED SUBDIVISION & ZONING RELIEF

Based upon staff's initial review of the concept plan submitted to date, the following subdivision and zoning relief has been identified; **additional relief may be necessary as the plans evolve and become more detailed:**

- A. Approval of a Plat of Consolidation, including an exception from the Subdivision Ordinance standard prohibiting side lot lines abutting rear lot lines.
- B. Approval of a Planned Development for a mixed-use development, which includes consideration and approval of the following ***special uses and exceptions*** from the requirements of the Zoning Ordinance:
 - a. The maximum building height allowed is 45 feet and 4 stories; the Applicant proposes a four-story building that is 52'-6" to the top of the parapet.
 - b. The maximum front yard setback shall be no more than three feet; the Applicant proposes the building to be setback more than three feet along portions of the Lincoln Avenue property line.
 - c. No side yard is required, but when a side yard is provided it must be at least three feet; the Applicant proposes some of the upper-level terraces to be less than three feet from the south property line.
 - d. Building levels at the fourth level or higher must be setback 10 feet from the front property line; the Applicant proposes a setback at the fourth level less than 10 feet from the Lincoln Avenue property line.
 - e. The minimum rear yard setback requirement is 10 feet; the Applicant proposes less than 10 feet along the easterly property line to accommodate the building and terraces.
 - f. The proposed parking located on the ground level requires special use approval.
 - g. Medical offices and financial service offices require special use approval as a portion of the uses would be located within Commercial Overlay District.
- C. License Agreement. Upper story elements along Elm Street project over the right-of-way and thus a license agreement will be required for those improvements.

As previously stated, the Applicant is proposing a total of 155 on-site parking spaces. An exception is not required for the number of parking spaces. Based upon the Village Code requirement of 1.5 spaces per 2-bedroom units and 2.0 spaces per 3-bedroom units, the proposed development is required to provide 78 parking spaces for the residential units; the Applicant is proposing 116 parking spaces. Given that the development could consist of commercial spaces greater than 2,500 square feet, the development is required to provide parking at 2 spaces per 1,000 square feet of net floor area for the commercial space. Given the total amount of commercial gross floor area, the development would not be required to provide more than 38 parking spaces. The Applicant is proposing 39 commercial spaces. Though the Applicant is proposing the minimum required number of parking spaces for commercial uses; if the Applicant does decide to pursue special use approval for medical service or financial service uses, the Applicant will need to demonstrate that adequate parking on-site and in the area would exist for such uses.

As part of the request for planned development approval requiring exceptions, an applicant must provide compensating benefits. The purpose of the compensating benefits is to advance the Village's physical, cultural, environmental, and social objectives in accordance with the Comprehensive Plan and

other plans and policies. The Applicant has identified on page 5 of the attached concept plan application materials the following:

The compensating benefits and contributions of this One Winnetka Development will be a continuation and integration of the Downtown Winnetka Streetscape Improvement Plan on both Lincoln Avenue and Elm Street in front of our property, as well as on-site, at-grade parking for the intended commercial uses.

CONSIDERATION BY VILLAGE COUNCIL

Any member of the Village Council may make any comments, suggestions or recommendations regarding the concept plan they deem necessary or appropriate. However, no final or binding action is taken at this concept plan review step. Any views expressed during the Village Council's review of the concept plan are only preliminary and advisory and only the individual views of the member expressing them. Nothing said or done during the concept review shall be deemed to create, or to prejudice, any rights of the Applicant or to obligate the Village Council to approve or deny any preliminary plan application.

RECOMMENDATION

Staff recommends that the Village Council review the Applicant's concept plan application, and that Council members provide individual comments, suggestions, or recommendations on the proposed mixed-use development.

ATTACHMENTS

Attachment 2: Applicant's Concept Plan Application Materials

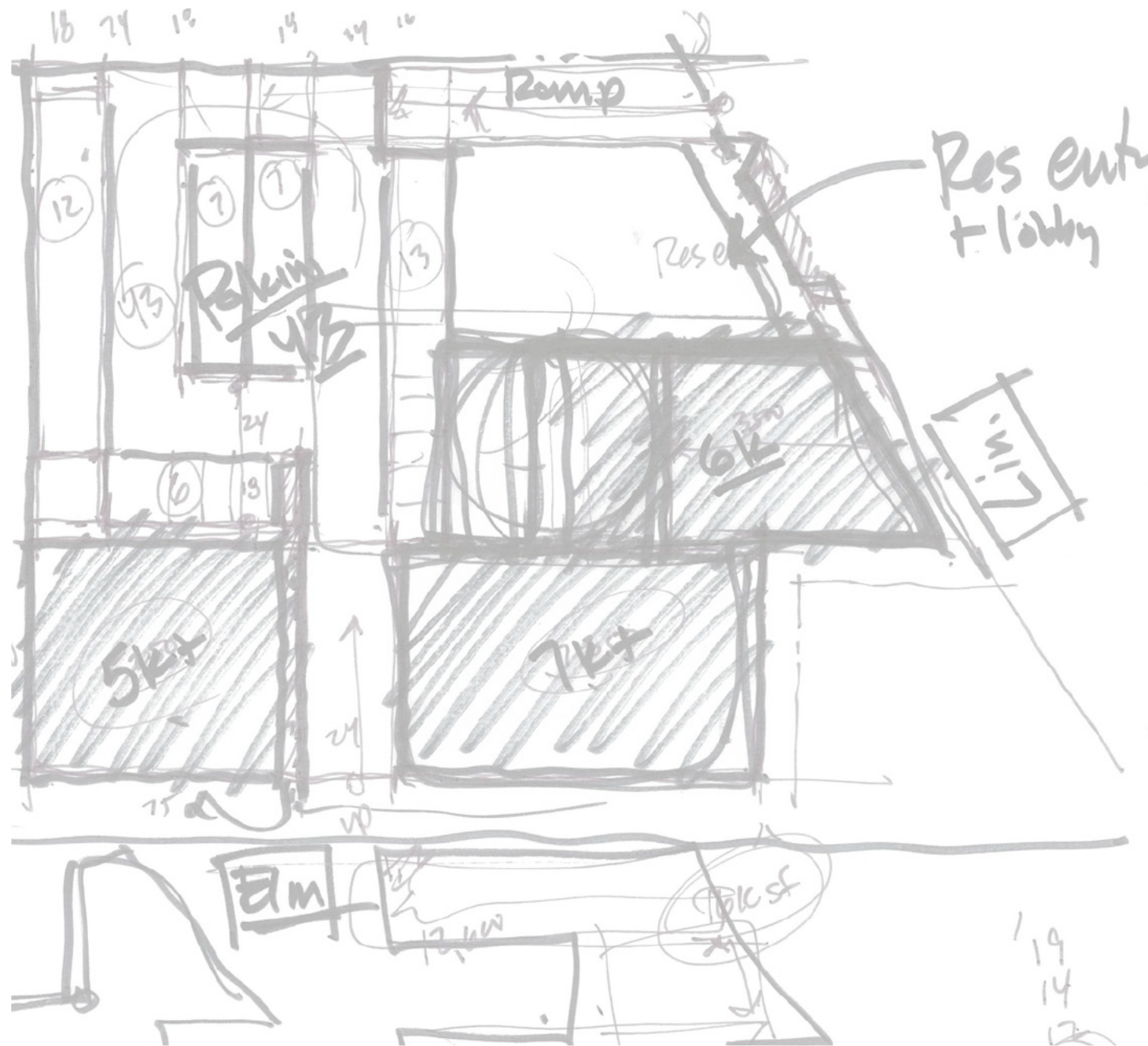
Attachment 3: Comparison of the Previously Approved One Winnetka Project, the Most Recent Concept Plan for the Subject Property, and the Current Concept Plan for the Site.

Attachment 4: December 7, 2021, Council Review of Previous Concept Plan for the Subject Property

ONE WINNETKA

DESIGN PRESENTATION
OCTOBER 7, 2022





ONE WINNETKA PROJECT AND DESIGN NARRATIVE

OKW Architects, PLLC (OKW), and John Murphy of Murphy Development Group (MDG) have proposed a new concept for the **One Winnetka** site bounded by Elm Street and Lincoln Avenue in east Winnetka. MDG, a new face on the team, brings to the table a deeply creative understanding in luxury, multi-family housing and mixed-use developments as well as the economic realities associated with the product type. MDG will help us to better respond to the marketplace and make **One Winnetka** not a dream, but a reality. MDG's role will be one of General Partner. They will gather input from the project team but have full control over the development of **One Winnetka**.

This solution, rooted in sound planning principles addressing scale, density, context, and use, is also relevant to a mixed-use marketplace in need of modern and "right sized" ground floor commercial spaces along with true luxury apartments addressing a void in the current Winnetka market. The ground floor tenant mix is anticipated to be a combination of medical and financial service providers, bringing patient and customer foot traffic along with skilled employment to the downtown fabric. Together, these program elements promote community, walkability, and place-making, successfully allowing Winnetka to build upon its re-development strategies and further advance/evolve its downtown.

The apartment units on floors two through four offer upscale, worry-free for local buyers seeking to downsize as well as those wanting to move into this incredible community. These luxury residences will also promote pedestrian activity in Winnetka, allow residents to stay "local" when selling their homes, and provide an anchor for the east side of town. Together, Winnetka will welcome a project of quality and scale, the likes of which has not been seen in the community in decades.

The architecture of the project draws inspiration from the context of the Village's historic mixed-use structures, many of which are of a Tudor style. It incorporates highly detailed brickwork and stone with the lighter expression of half-timbers and stucco on the upper levels. The roof forms have steeply pitched elements complementing bay windows and large groupings of openings in the wall surface. The street-presence of the of building is scaled-down by conscientiously peeling back the top floors and corners of the building with terraces so as to reduce the overall mass. In doing so, the apartments are provided outdoor living environments to further activate the building and engage the residents with the outside. These design strategies, materiality, and style promote a familiar human scale when integrated into the existing streetscapes of Winnetka. It is not our intent to replicate buildings of the past, but learn from them and present them in a more contemporary expression allowing the tenants and residents of today's market to embrace the beauty of the style, while working and living in a building of its current time and place.

As for the former Phototronics Building, it remains an important part of the **One Winnetka** development with an anticipated refreshed look and new occupancy. Its role as the ligament both anchoring and turning the corner, connecting Elm to Lincoln, along with its familiar architectural expression, helps to gracefully introduce the development to both pedestrians and vehicles crossing the tracks from west to east.



Table Comparing the Approved One Winnetka Final Plan with Proposed MDG Submittal

	Current C-2 Zoning	Approved 2018 OW Final Plan		2022 Proposal	
Development Site Size	1.10 acres	1.38 acres		1.10 acres	
Building Gross Floor Area Excluding parking With parking		186,265 sf 304,760 sf		113,216 sf 177,191 sf	
Residential Gross Floor Area		140,340 sf		94,416 sf	
Total Commercial Gross Floor Area		29,895 sf		18,800 sf	
Exception Required: Medical & financial services on ground level					
Common Area Space Gross Floor Area Amenity Area (lobby, indoor fitness, club, etc) Service Area (back of house service, trash, equip)		16,030 sf		7,710 sf 5,530 sf 2,180 sf	
Building Height Exception Required	45 ft. and 4 stories	5-stories, 59'-0" (With parapet – 61'-6")		4-stories, 51'-0" (With parapet - 51'-6")	
On-Site Parking Special Use Required: Parking on street level.	Commercial 2 spaces/1,000 sf	<u>Required</u> x 29,895 sf = 60 spaces	<u>Provided</u> 131 spaces	<u>Required</u> x 18,800 sf = 38 spaces	<u>Provided</u> 39 spaces
	Dwelling 1-BR - 1.25/unit 2-BR - 1.5/unit 3-BR - 2/unit	x 6 units = 8 spaces x 16 units = 24 spaces x 36 units = 72 spaces = 104 spaces	115 spaces	x 0 units = 0 spaces x 36 units = 54 spaces x 12 units = 24 spaces = 78 spaces	116 spaces
Residential Use Type - # of Units Apartment Rental Units Condominium Units <u>Townhome Units</u> Total**		36 15 <u>7</u> 58		48 0 <u>0</u> 48	
Residential Bedroom Size - # of Units Studio 1-bedroom 2-bedroom 3-bedroom		0 6 16 36		0 0 36 12	
Front Yard Setbacks Exception Required (along Lincoln Ave.)	0 ft.	0 ft.		0 ft.at levels 1-3 35 ft. at retail front plaza 14 ft. at 4th level	
Corner Side Yard Setbacks (along Elm St.) Exception Required	0 ft.	0 ft.		0 ft.at levels 1-3 14 ft. at 4th level	
Side Yard Setback Exception Required (along south property line)	0 ft. (3 ft.)***	24 ft.		0 ft. at ground level 12 ft. at levels 2-3 22 ft. at level 4	
Rear Yard Setback Exception Required (along east property line)	10 ft.	0 ft.		0 ft. at ground level 11 ft. at level 2 22 ft. at levels 3-4	
4th Story Setback Exception Required (along Lincoln Ave)					

Notes

* The Lincoln Avenue numbers include the parking spaces located between Elm Street and Oak Street, except the 10 existing spaces located along the east side of Lincoln Avenue adjacent to 711 Oak. *Off-street parking counts in italics* assume same numbers as the One Winnetka project.

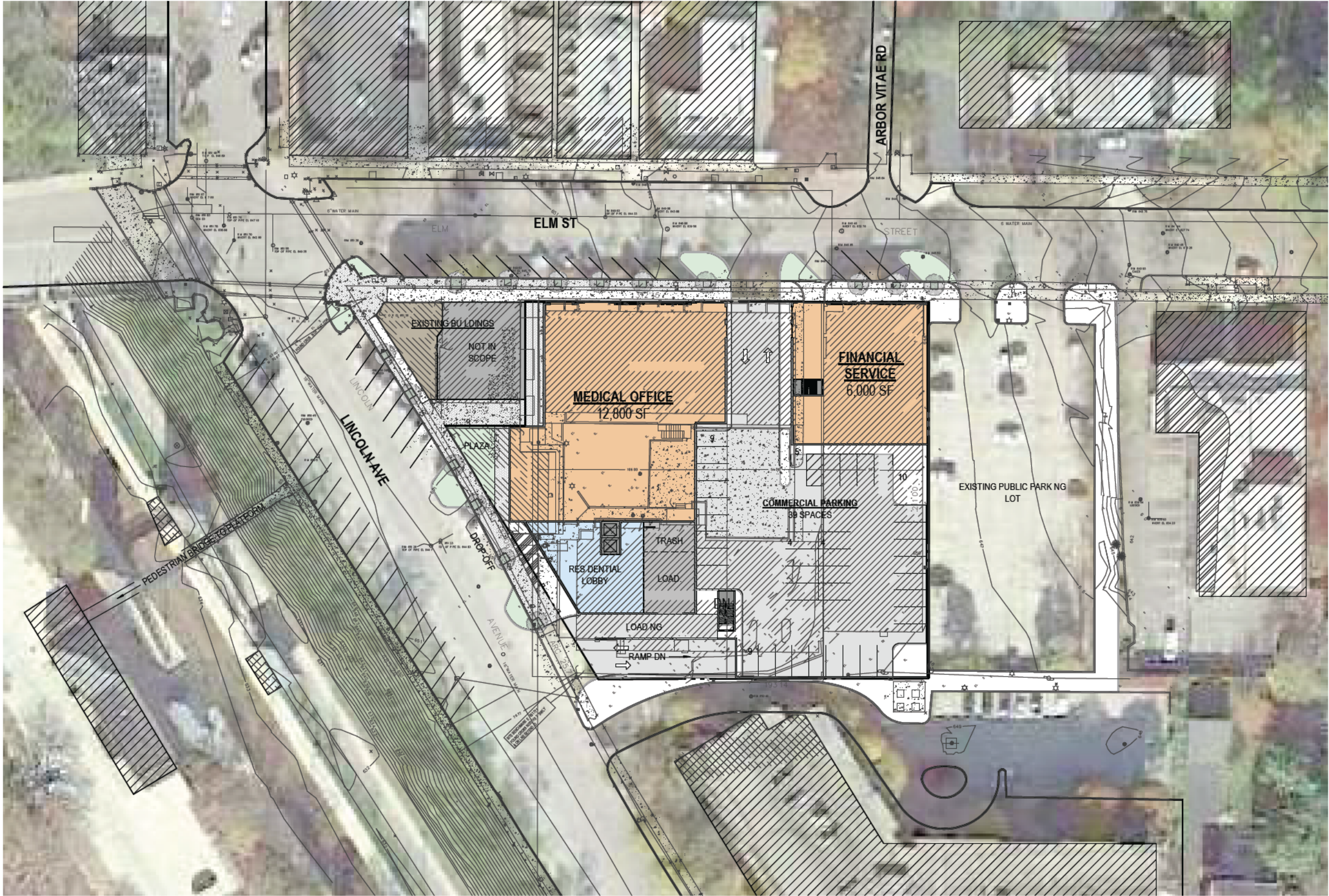
** The development was approved for between 55 and 62 units.

*** A side yard is not required, but where a side yard is provided, it must be a minimum of 3 ft.

DEVELOPMENT SUMMARY

SITE AREA	52,692 SF
COMMERCIAL TOTAL:	18,800 GLA
COMMERCIAL PARKING PROV'DED:	39 SPACES (2.2 / 1,000)
RESIDENTIAL TOTAL (GROSS): (LEVELS 2-4: 48 UNITS	94,416 SF 91,916 SF)
1ST LEVEL:	2,500 SF
2ND LEVEL:	33,260 SF
3RD LEVEL:	31,480 SF
4TH LEVEL:	27,176 SF
RESIDENTIAL RENTABLE TOTAL:	79,471 SF
2ND LEVEL:	27,115 SF
3RD LEVEL:	28,180 SF
4TH LEVEL:	24,176 SF
AVERAGE UNIT SIZE:	+/- 1,656 SF NET RENTABLE
RESIDENTIAL PARKING PROV'DED:	116 SPACES (2.4 / UNIT)

***NOTE:** COMMERCIAL SPACE MAY BE ANY OF THE CURRENT PERMITTED USES (PER TABLE OF USES IN SECTION 17.46.010), IN ADDITION TO THE REQUESTED SPECIAL USES OF MEDICAL OFFICE AND/OR FINANCIAL SERVICES.



1 SITE PLAN
SCALE: 1" = 60'-0"



OKW ARCHITECTS
600 W Jackson, Suite 250
Chicago IL 60661



ONE WINNETKA - MIXED USE DEVELOPMENT
ELM ST. & LINCOLN AVE., WINNETKA, IL
October 7, 2022 Project #: 21077

SPECIAL USE REQUIRED

PARKING ON STREET
(GROUND) LEVEL.

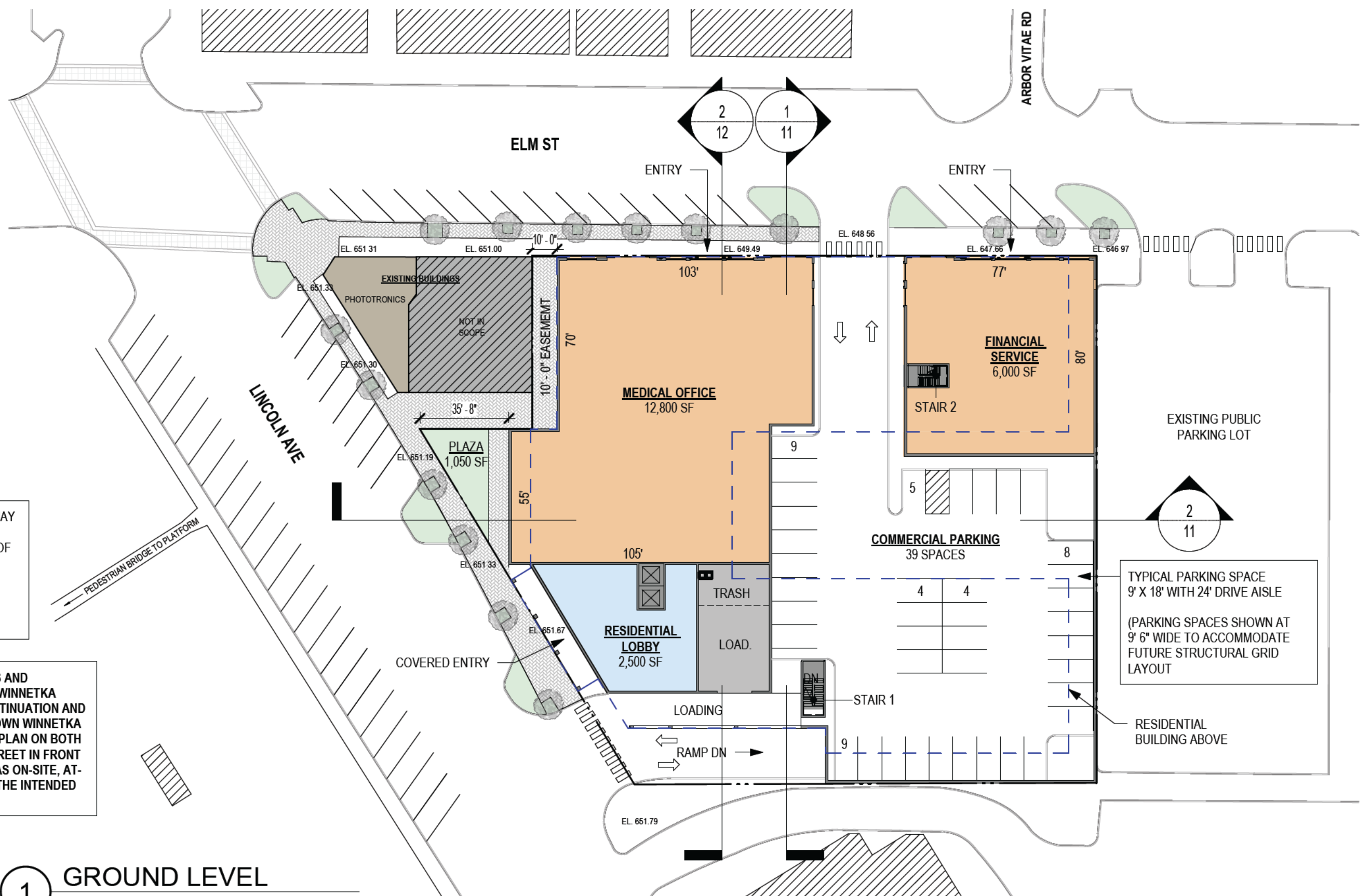
REQUIRED EXCEPTIONS

- MEDICAL AND FINANCIAL SERVICES AT GROUND FLOOR.
- FRONT SETBACK - MAXIMUM 3' (ALONG LINCOLN AVE)
- BUILDING LOCATED IN REQUIRED REAR YARD. (ALONG EAST PROPERTY LINE.)

***NOTE:** COMMERCIAL SPACE MAY BE ANY OF THE CURRENT PERMITTED USES (PER TABLE OF USES IN SECTION 17.46.010), IN ADDITION TO THE REQUESTED SPECIAL USES OF MEDICAL OFFICE AND/OR FINANCIAL SERVICES.

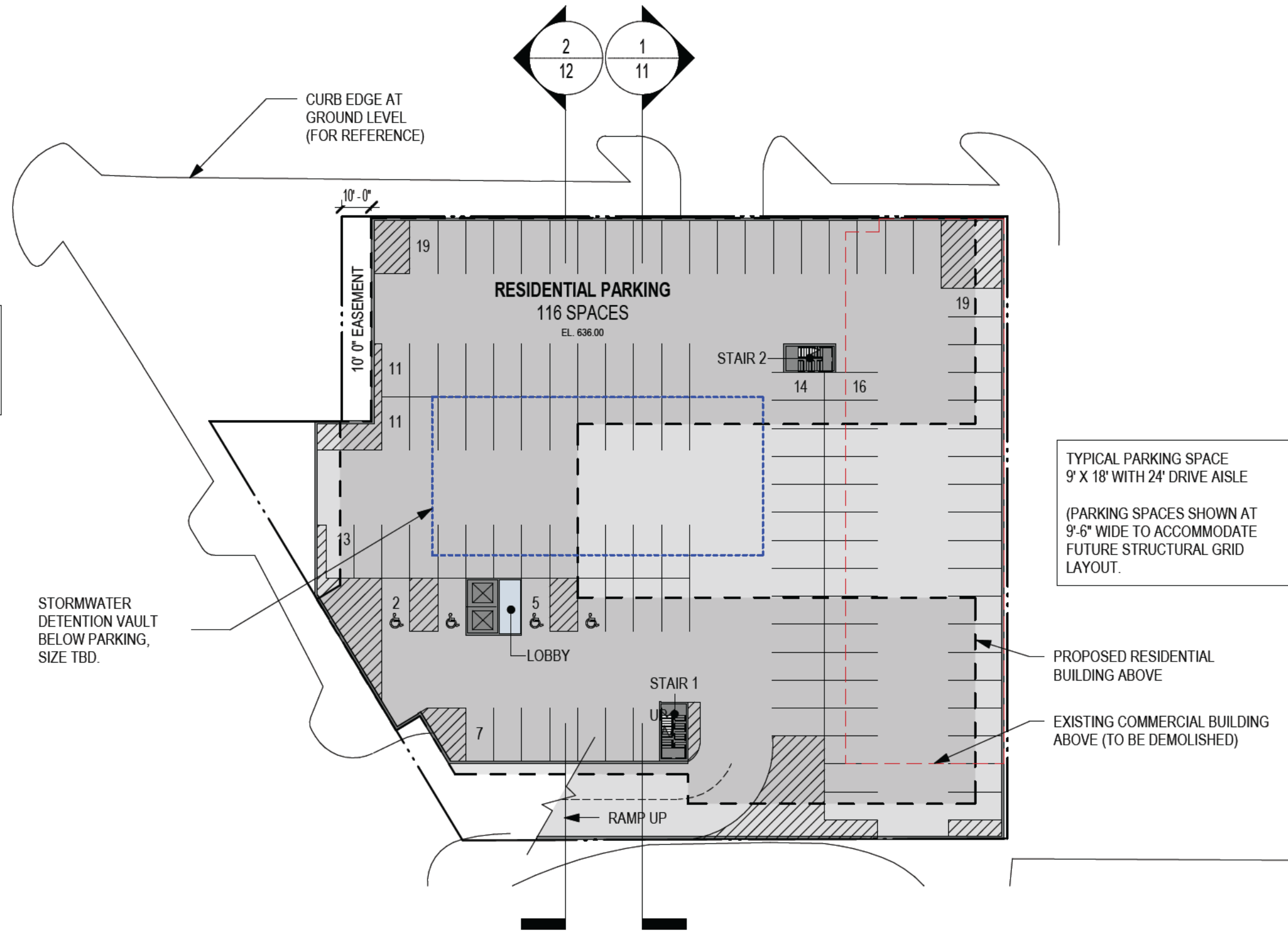
THE COMPENSATING BENEFITS AND CONTRIBUTIONS OF THIS ONE WINNETKA DEVELOPMENT WILL BE A CONTINUATION AND INTEGRATION OF THE DOWNTOWN WINNETKA STREETSCAPE IMPROVEMENT PLAN ON BOTH LINCOLN AVENUE AND ELM STREET IN FRONT OF OUR PROPERTY, AS WELL AS ON-SITE, AT-GRADE PUBLIC PARKING FOR THE INTENDED COMMERCIAL USES.

1 GROUND LEVEL
SCALE: 1" = 40'-0"

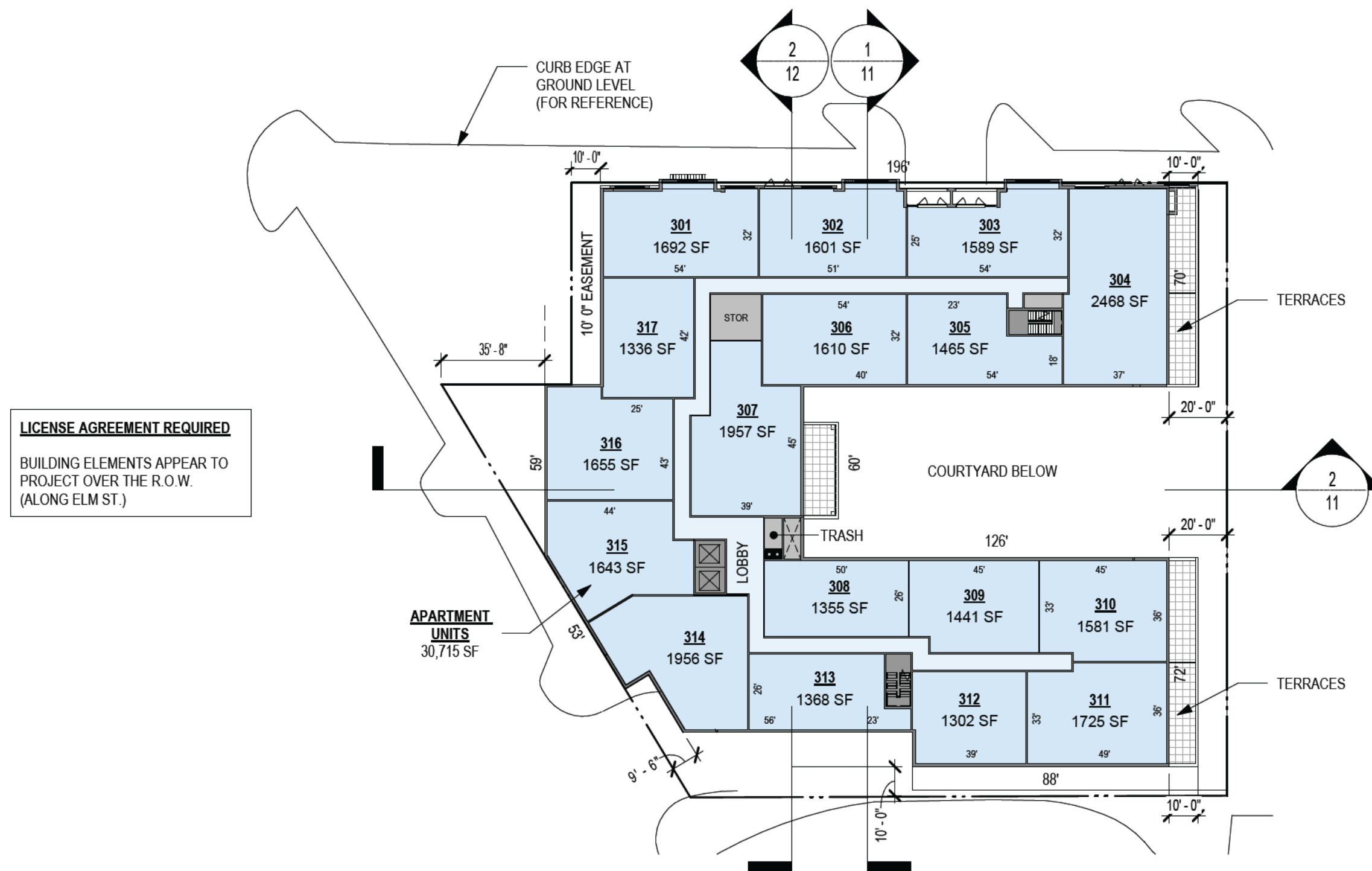


REQUIRED EXCEPTIONS

- LOWER LEVEL PARKING
IN REQUIRED REAR YARD.
(ALONG EAST PROPERTY LINE.)

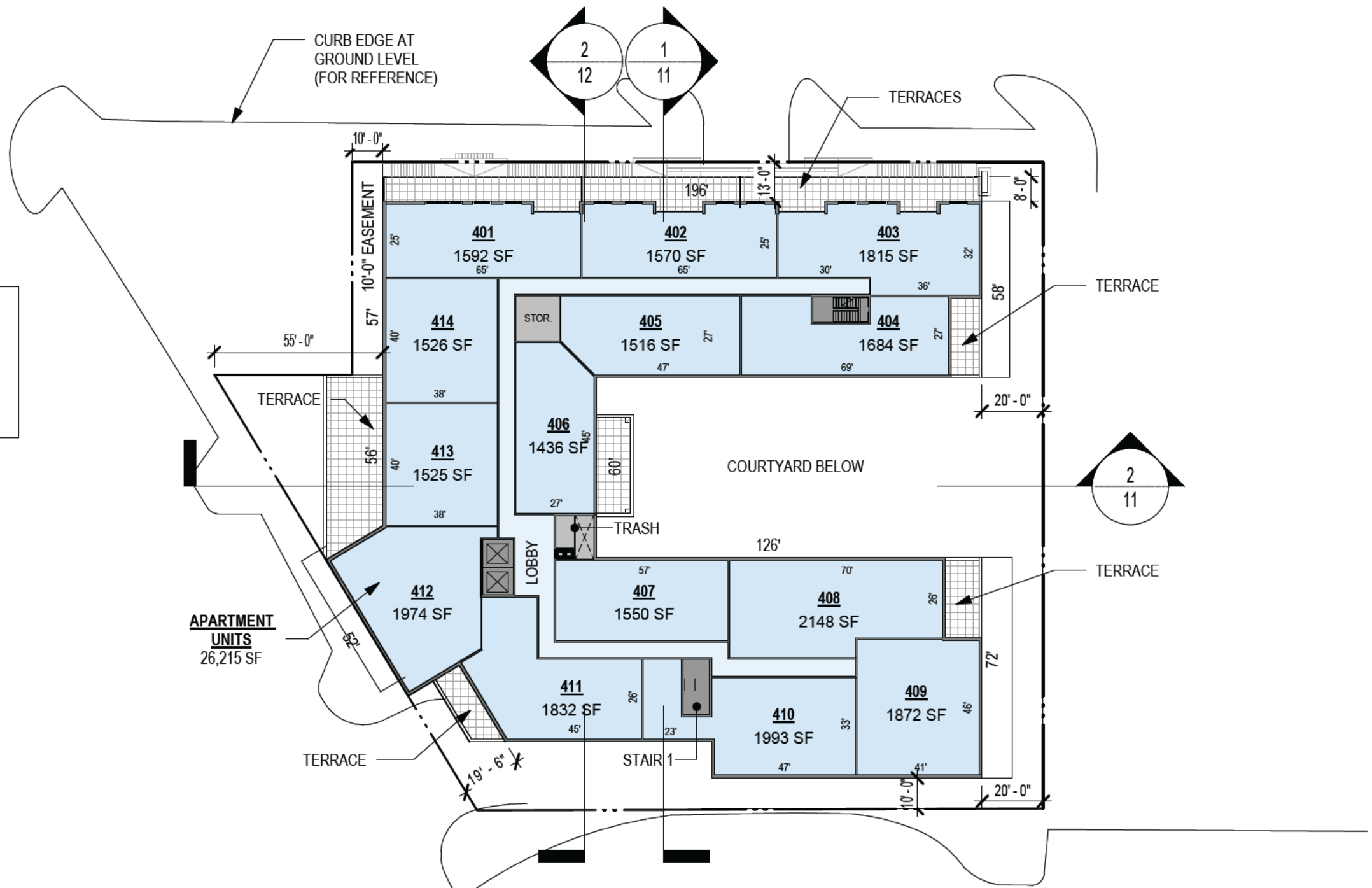


1 LOWER LEVEL
SCALE: 1" = 40'-0"

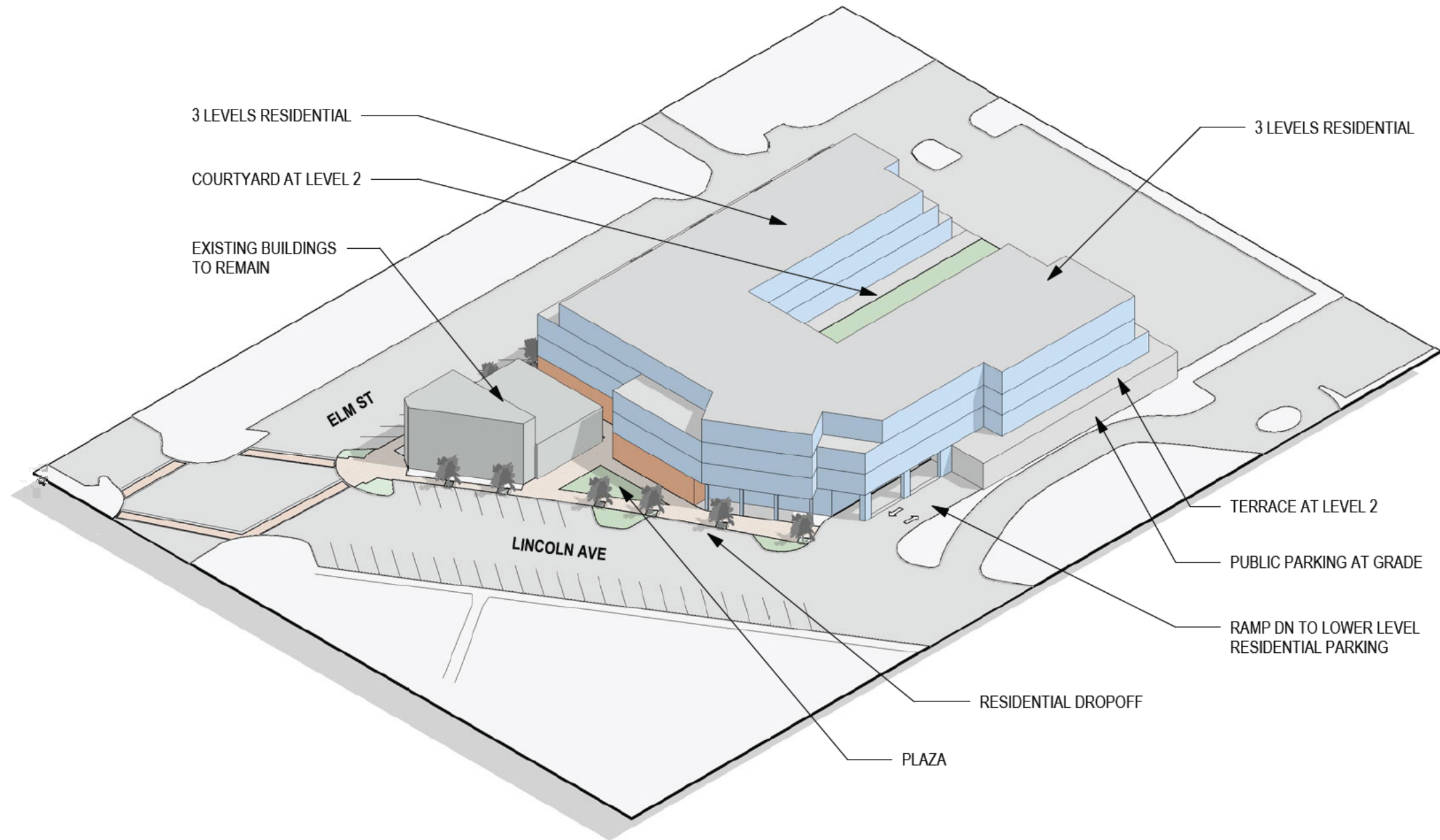


1 LEVEL 3 - 31,480 SF (GROSS) - 17 UNITS (28,180 SF RENTABLE)
SCALE: 1" = 40'-0"

REQUIRED EXCEPTION
 4TH FLOOR BUILDING
 MUST BE SET BACK 10'
 FROM FRONT PROPERTY
 LINE.
 (ALONG LINCOLN AVE.)

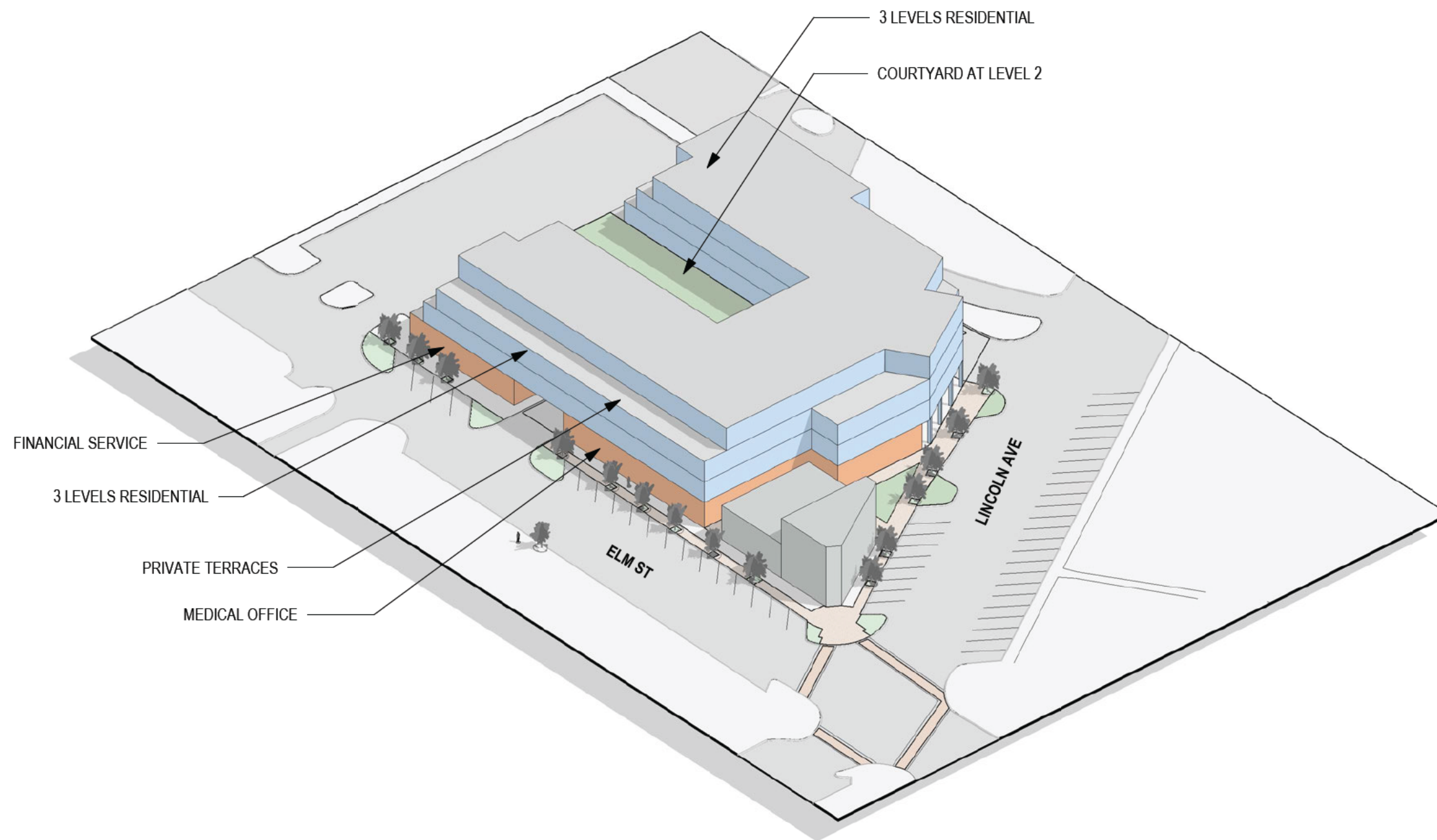


1 LEVEL 4 - 27,176 SF (GROSS) - 14 UNITS (24,108 SF RENTABLE)
 SCALE: 1" = 40'-0"

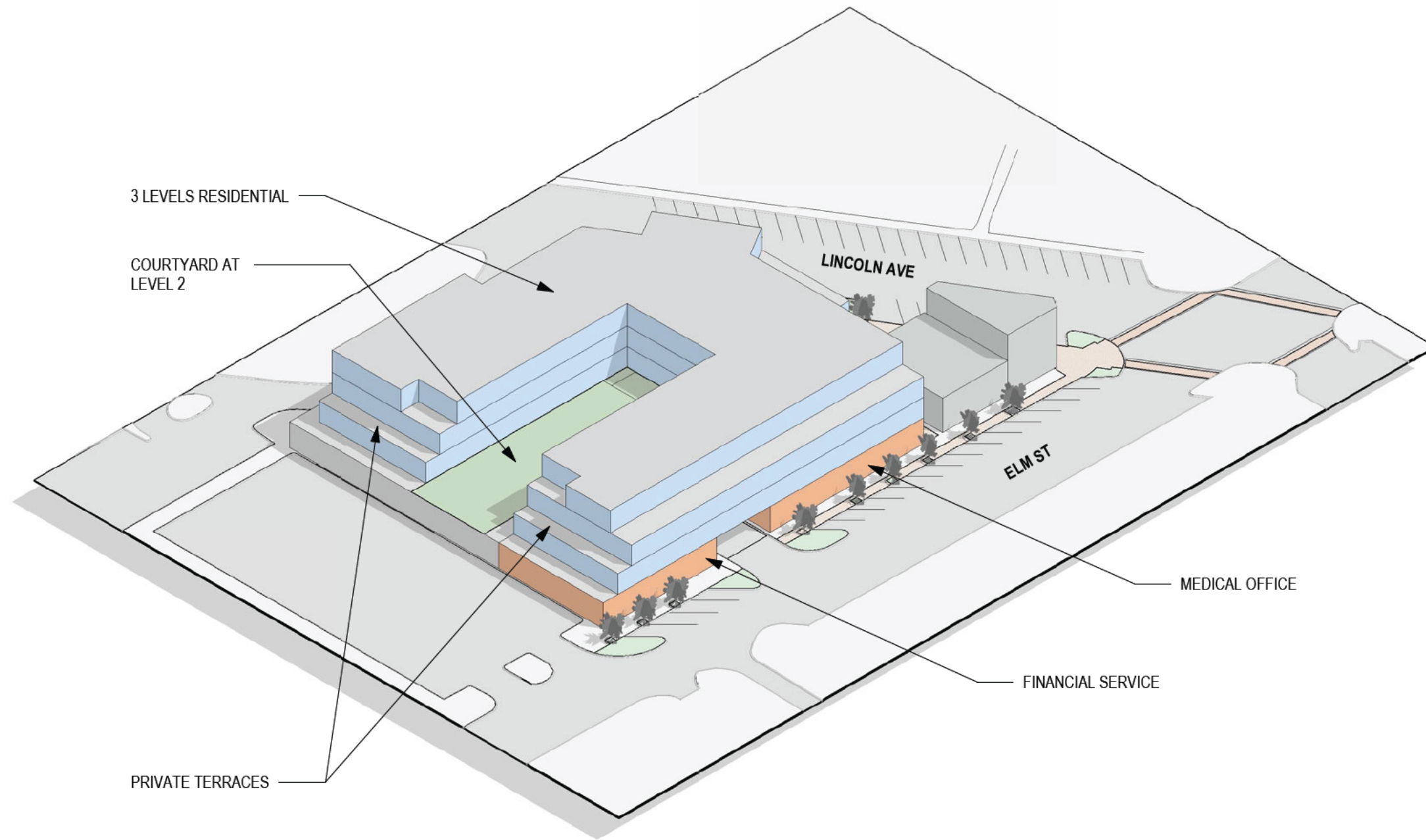


1 STACKING DIAGRAM - SOUTHWEST AXONOMETRIC

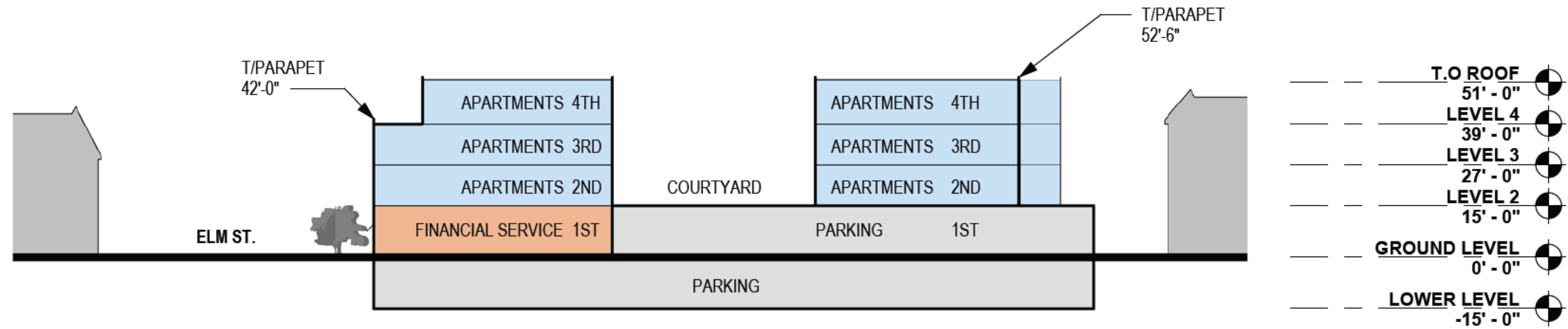
SCALE: NTS



1 STACKING DIAGRAM - NORTHWEST AXONOMETRIC
SCALE: NTS



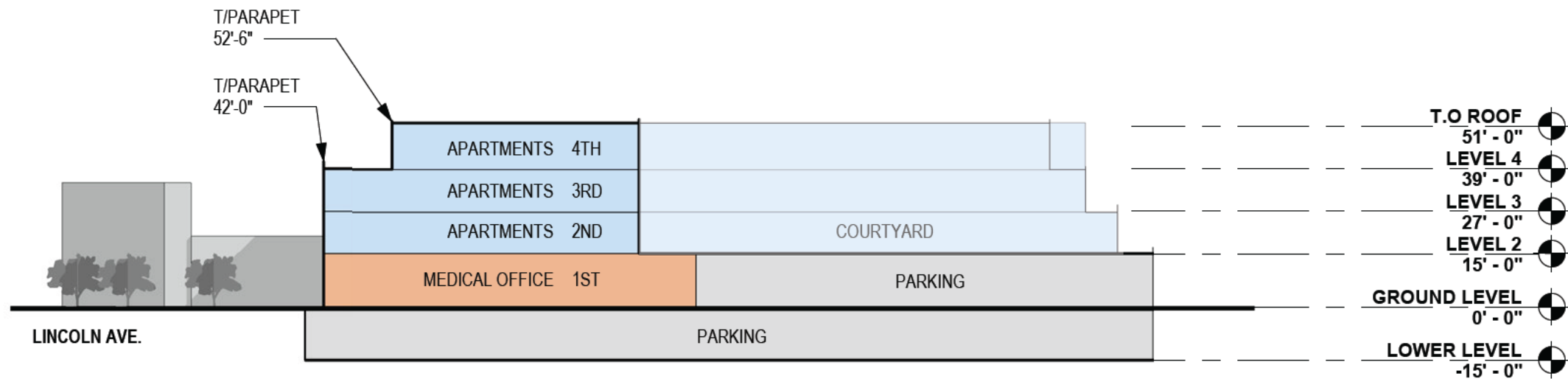
1 STACKING DIAGRAM - NORTHEAST AXONOMETRIC
SCALE: NTS



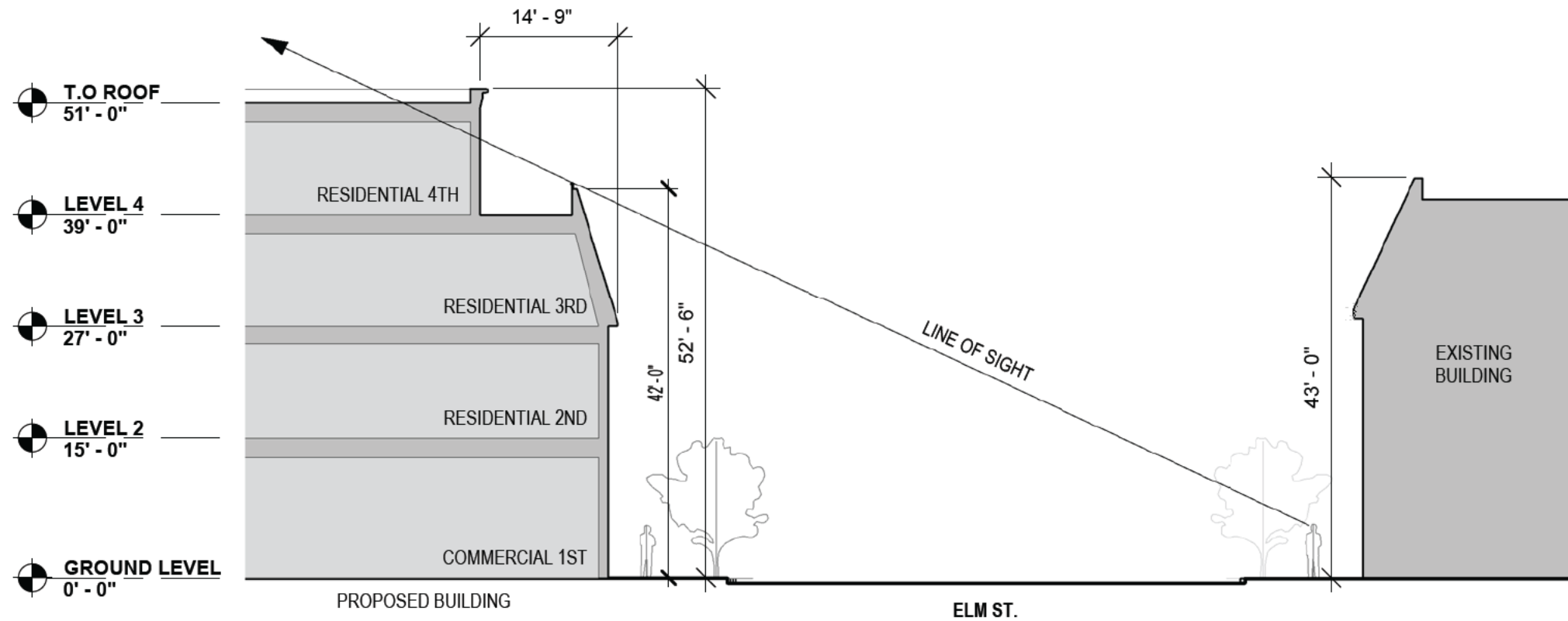
1 TRANSVERSE SECTION - FACING EAST
SCALE: 1" = 40'-0"

REQUIRED EXCEPTION

MAXIMUM HEIGHT
ALLOWED IS 45'



2 LONGITUDINAL SECTION - FACING NORTH
SCALE: 1" = 40'-0"



2 ELM ST. SECTION - FACING WEST
SCALE: 1/16" = 1'-0"





ELM ST. ELEVATION



OKW ARCHITECTS
600 W Jackson, Suite 250
Chicago IL 60661



ONE WINNETKA - MIXED USE DEVELOPMENT
ELM ST. & LINCOLN AVE., WINNETKA, IL
October 7, 2022 Project #: 21077



ENLARGED ELEVATION 1



ENLARGED ELEVATION 2

PD-C 	VILLAGE OF WINNETKA, ILLINOIS DEPARTMENT OF COMMUNITY DEVELOPMENT PLANNED DEVELOPMENT CONCEPT PLAN APPLICATION
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This application addresses the first step of the Village's planned development public review process. Prior to submittal of this form and accompanying project details, an applicant is required to meet with the Community Development Department staff to discuss the planned development requirements and procedures.

Once this application is received, Village staff will schedule a presentation of the application materials to the Village Council at a regular Council meeting. The purpose of the concept plan presentation to the Council is to broadly acquaint the Village Council with the applicant's proposal and provide the applicant with any preliminary views or concerns that members of the Village Council may have at a time in the process when positions are still flexible, adjustment is still possible, and prior to the time when the applicant is required to expend the funds necessary to prepare the complete documentation required for a preliminary plan application.

At the meeting at which the concept plan application is considered, any member of the Village Council may make any comments, suggestions or recommendations regarding the concept plan application deemed necessary or appropriate by that member; provided, however, that no final or binding action shall be taken with respect to any concept plan application. Any views expressed in the course of the Village Council's review of any concept plan application shall be deemed to be only preliminary and advisory and only the individual views of the member expressing them. Nothing said or done in the course of such review shall be deemed to create, or to prejudice, any rights of the applicant or to obligate the Village Council, or any member of it, to approve or deny any preliminary plan application following full consideration thereof as required by this Code.

The following materials are the minimum required for the processing of a concept plan review by the Village of Winnetka's Village Council. There is no filing fee for the concept plan review; however, review of a submitted formal *preliminary planned development* application will require payment of a filing fee(s). If you have questions regarding the completion of this process contact the Community Development Department at (847) 716-3525.

Current Property Owner Information

Legal Name: RIC (Winnetka Lincoln), LLC

Primary Contact: Bill Ullicki

Address: 162 CUMBERLAND ST., SUITE 300

City, State, Zip: TORONTO, CANADA,

Phone No. 416 928 5126 MSR3NS

Email: billullicki@rogers.com

Applicant Information

Legal Name: Murphy Development Group, LLC

Primary Contact: Deirdre Clein

Company: Murphy Real Estate Services

Address: 227 W Monroe, Suite 5040

City, State, Zip: Chicago, IL 60606

Phone No: 312.625.3383

Email: dclein@murphyres.com

Village of Winnetka
PLANNED DEVELOPMENT – CONCEPT PLAN REVIEW APPLICATION

Property Information *(if more than one parcel is involved in the request please include the information for all parcels)*

Site Location/Address: 714-740 Elm Street & 515 Lincoln Avenue, Winnetka, IL 60093

Parcel Identification Number(s) (PIN): 05-21-109-003, 05-21-109-017, 05-20-213-004, 05-20-213-005, 05-20-213-006

Dimensions and Size of Parcel(s): 211' x 193' x 236' x 317' | 50,810 SF

Current Zoning: C2 - General Retail Commercial, Retail Overlay

Current Use of the Property: Vacant retail/commercial building

Applicant's Current Interest in Property: Owner's Representative

REQUIRED MATERIALS FOR SUBMISSION

The Applicant must provide 1 hard copy and 1 electronic copy (.pdf), of the following information to Village staff at least two weeks prior to the Village Council meeting date. The Council meets on the 1st and 3rd Tuesdays of the month.

- ☐ If the Applicant is *not* the owner of the subject property, the current property owner must submit written authorization allowing the Applicant to pursue the requested action. This letter must be received by Village Staff prior to placing an item on the Village Council agenda.
- ☐ A sketch site plan drawn to scale showing the general layout of proposed buildings and land uses within the property, as well as the general location of vehicular parking and circulation areas and pedestrian circulation systems. Showing the context of the site plan in relationship to surrounding parcels and land uses as well as the adjacent street and sidewalk network would be helpful.
- ☐ A narrative describing the general scale, use and character of the proposed development, including the proposed categories of land uses for property. The narrative should also include a general outline of the project's overall building footprint, impermeable surface area and gross floor area, as well as a summary of the anticipated number and size of residential units and parking spaces for a residential development and the number, type and size of proposed uses, as well as anticipated parking areas for commercial developments;
- ☐ A general visual description or images of the architectural style of the proposed development;
- ☐ List of zoning and subdivision exceptions that the planned development requires for approval;
- ☐ The general location and extent of compensating benefits as required by Section 17.58.120 B; the following is a non-exclusive list: (1) the provision of community amenities for public use, such as plazas, malls, formal gardens, places to congregate, outdoor seating, and pedestrian facilities; (2) the preservation of existing historic features; (3) The dedication and provision of public open space and public recreational amenities, such as recreational open space, including accessory buildings, jogging trails, playgrounds, and similar recreational facilities; (4) the adaptive reuse of existing buildings; (5) the provision of public car and/or bike share facilities; (6) the provision of off-street public parking spaces; (7) the provision of affordable housing units; (8) the incorporation of building and site elements that enhance the environment and increase sustainability; and (9) the provision of uses, spaces, or infrastructure that provide a benefit to the public and which there is a demonstrated public need.
- ☐ The nature, scope and extent of public dedications, improvements or contributions to be provided by the applicant; and
- ☐ Applicant's qualifications to carry out the proposed development.



Village of Winnetka
Community Development
510 Green Bay Rd.
Winnetka IL 60093

Owner Authorized Designee Form
Permit: _____

I, RIC (Winnetka Lincoln) LLC verify that I am the owner of the property located at 714-740 Elm Street & 515 Lincoln Avenue, Winnetka, IL 60093. I hereby authorize the following Architect/Contractor to apply for permits on my behalf and to represent me for the purpose of completing the work associated with the One Winnetka project.

As the property owner I hereby acknowledge that all work must be done in accordance with the most current International Codes adopted by the Village of Winnetka in conjunction with the Winnetka Village Codes. As Owner, I further acknowledge that the information submitted in support of the requested permit is accurate. Falsification of any information will result in penalties as provided for in the Winnetka Village Codes. It is further understood that my signature on the building permit application and or this 'Owner Authorized Designee Form' will be accepted as implied consent to all inspections of the permit work that may be required pursuant to this Winnetka Village Codes and the right of all building inspectors to enter onto the property at any reasonable hours to conduct such inspections.

Signature of Property Owner: authorized representative of [Redacted]

Printed Name: Joel Mickelson Phone number: 416 928 4870

Email address: _____

Architect Information ☐ Not Applicable

Name OKW Architects, LLC
Address 600 W Jackson Blvd. City Chicago State IL Zip 60661
Phone 312.798.7702 Email jtalty@okwarchitects.com

Owner's Rep Information ☒ ~~Type of Contractor~~

Company Name Murphy Development Group, LLC
Owner/Project Mgr. Deirdre Clein
Address 227 W Monroe, Suite 5040 City Chicago State IL Zip 60606
Phone 312.625.3383 Email dclein@murphyres.com

12.26.2018



JOHN T. MURPHY

CHAIRMAN & CEO

Recognized as one of the leading real estate experts in Chicago for his development, advisory, and management skills, John T. Murphy has been a prominent member of the real estate industry since 1989. As Chairman and Chief Executive Officer of Murphy Real Estate Services, John provides leasing and development services and serves as a principal and advisor to institutional clients and investors. He also leads development initiatives and has been involved in various equity syndications for the acquisition and repositioning of assets across the United States.

As a principal and owner, John has been involved in and led the development and repositioning of several million square feet of developments throughout the Midwest and East Coast. Currently, John is developing a seven-story office complex for Michigan State University in Grand Rapids and is leading

the redevelopment of Old Cook County Hospital, a five-phase, \$1 billion project located in the world-renowned Illinois Medical District. Most recently, John completed The Paragon, a 500-unit apartment tower, located at 1326 S. Michigan in Chicago's South Loop and Cambria Hotels & Suites in Milwaukee, WI. Upcoming projects include two office towers, totaling one million square feet, located at 301 and 321 S. Wacker Drive in Chicago. Other notable accomplishments include Lincoln Park 2550, a prestigious three-tower, 228-unit luxury condominium development in Chicago's Lincoln Park neighborhood, the Hyatt Chicago "The Loop," a \$71 million redevelopment of 100 W. Monroe, transformation of a 131,000 square foot historic office high-rise in Chicago into a 257-room, full-service hotel, the 86,000 square foot redevelopment of the Chicago Motor Club building at 68 E. Wacker into a 143-room, select-service Hampton Inn, and a 237,000 square foot redevelopment of the Oriental Theater Building at 32 W. Randolph into the Cambria Hotel Chicago Loop. He is also actively involved in the development of a 206-acre private marina and beach resort on Lake Erie in Ohio

Over the years, Mr. Murphy has also brokered high-profile properties such as the development site at 155 N. Wacker and 200 W. Jackson. Other notable past achievements include successfully leasing several Chicago properties such as the Citadel Center, 200 N. LaSalle, and 230 W. Monroe.

EDUCATION

Advanced Real Estate Management & Analytics, Harvard Business School

Bachelors Degree, John Carroll University

ACHIEVEMENTS

- Licensed real estate broker in the state of Illinois
- Featured in Real Estate Chicago Magazines' 40 Under 40 List, Wall Street Journal, Chicago Tribune, Chicago Sun-Times and Crain's
- Chicago Architectural Foundation Trustee Award
- Illinois Real Estate Journal's Broker All-Stars Award

ACTIVE INVOLVEMENT

- Building Owners & Managers Association (BOMA)
- Board Member of Peggy Notebaert Nature Museum
- Executive Club of Chicago
- Urban Land Institute (ULI)
- Co-chair of buildOn (formerly Building with Books)

CLIENT SAMPLING

- General Electric Pension Trust
- New York Private Bank and Trust
- AON
- Chase
- Eurohypo
- MassMutual
- Cornerstone Real Estate Advisors LLC





CHRIS HORNEY

MANAGING DIRECTOR

Chris Horney joined Murphy Real Estate Services in 2013 and currently serves as the company's Managing Director. Chris brings a breadth of real estate and finance experience to the role, including real estate/asset investment analysis and development execution. Chris leads the development team by analyzing and underwriting commercial real estate development and acquisition opportunities and is actively involved in the execution of all development projects. Chris also oversees and supports the firm's business operations, including financial planning and budgeting, staff development and overall business strategy.

Chris is involved in the day-to-day management and oversight of the firm's development initiatives, such as the redevelopment of the Old Cook County Hospital and the ground-up development of a seven-story office complex for Michigan State University in Grand Rapids . Most recently, Chris completed The Paragon, a 500-unit luxury apartment building at 1326 S. Michigan and the ground-up development of a 132-key Cambria Hotel in downtown Milwaukee. Other projects include the Hyatt Centric "The Loop" Chicago, a redevelopment of Class C office into a 257-key hotel, the award-winning redevelopment of the landmark Chicago Motor Club into a 143-key Hampton Inn, the ground-up development of a 276-key Holiday Inn on the Cleveland Clinic Campus, and the redevelopment of the Oriental Theater Building in Chicago into a 199-key Cambria Hotel.

Additionally, Chris is a LEED-accredited professional, and a member of both the Economic Club of Chicago and Young Real Estate Professionals, and is the Treasurer of Purdue Sigma Chi House Corporation. Prior to joining Murphy Real Estate Services, Chris held roles at Inland American, Hersha Hospitality Trust, and Barton Malow.

EDUCATION

- Masters in Business Administration, Harvard Business School
- Bachelor of Science, Purdue University

ACHIEVEMENTS

- LEED Accredited Professional

ACTIVE INVOLVEMENT

- Director on Purdue Sigma Chi House Corporation Board
- Member, Economic Club of Chicago
- Member, Young Real Estate Professionals



DEIRDRE CLEIN

DEVELOPMENT ASSOCIATE

Deirdre Clein joined Murphy Real Estate Services in 2021 and currently serves as a development associate. Deirdre oversees the project management of Murphy Real Estate Service's development branch, including renovation and new construction projects in the hospitality, mixed-use, and residential sectors. Deirdre manages projects from the due diligence phase through design, construction, and close out. Deirdre has experience ranging across project and construction management, financial modeling and budgets, land use planning, zoning and entitlements, contracts, leases, utility coordination/upgrades, and has worked on developments both in the US and internationally.

Deirdre is involved in the day-to-day project management and oversight of Chicago-based development projects, including the renovation of the 521-key Holiday Inn Mart Plaza into a dual-branded hotel and the Cook County Health Phase 1A2 – Harrison Square Apartment project. Prior to joining Murphy RES, Deirdre was the Director of Development for Albion Residential and managed multiple ground-up and value-add multi-family projects throughout the greater Midwest region. Deirdre also previously worked for Project Management Advisors, overseeing multiple tenant improvement buildouts for a Fortune 500 tech company throughout North and South America.

Additionally, Deirdre serves on the Tulane School of Architecture Alumni Council, working with the dean and helping to influence a range of initiatives at her alma mater.

EDUCATION

- Master of Sustainable Real Estate Development, Tulane University
- Bachelor of Arts, University of Michigan

ACTIVE INVOLVEMENT

- Tulane School of Architecture Alumni Council

Attachment 3

One Winnetka Comparison - Approved Final Plan, Previous Concept Plan & Current Proposed Concept Plan

	Approved 2018 OW Final Plan	12/2021 Proposed Concept Plan	Current Proposed Concept Plan
Development Site Size	1.38 acres	1.10 acres	1.10 acres
Building Gross Floor Area Excluding parking With parking	186,265 sf 304,760 sf	127,315 sf 191,290 sf	113,216 sf 177,191 sf
Residential Gross Floor Area	140,340 sf	109,315 sf	94,416 sf
Total Commercial Gross Floor Area	29,895 sf	18,000 sf	18,800 sf
Common Area Space Gross Floor Area Amenity Area (lobby, indoor fitness, club, etc) Service Area (back of house service, trash, equip)	16,030 sf	7,710 sf 5,530 sf 2,180 sf	7,710 sf 5,530 sf 2,180 sf
Building Height West portion along Lincoln Ave (<i>Exception Required</i>) Middle building along Elm St East portion along Elm St	5-stories, 59'-0" (no parapet) (With parapet – 61'-6") 4-stories, 48'-10" 5-stories, 58'-0"	5-stories, 64'-0" (no parapet) (with parapet – 64'-6")	4-stories, 51'-0" (no parapet) (with parapet – 52'-6")
Parking Spaces <u>On-Site Parking</u> Ground Level (commercial use) (<i>Special Use Required</i>) Lower Level (residential use) Lower Level (commuter/employee use) On-Site Parking Total <u>Off-Site Parking</u> Lincoln Avenue Surface (*) (shopper use) Lincoln Avenue Surface (*) (commuter use) East Parking Garage/Lot (shopper and/or employee use) East Elm – South Side Only (shopper use) Off-Site Parking Total Total On-Street & Off-Street Parking	 0 spaces 115 spaces 131 spaces 246 spaces 52 spaces 0 spaces 33 spaces 24 spaces 109 spaces 355 spaces	 43 spaces 115 spaces 0 spaces 158 spaces 33 spaces 18 spaces 63 spaces 18 spaces 132 spaces 290 spaces	 39 spaces 116 spaces 0 spaces 155 spaces 33 spaces 18 spaces 63 spaces 18 spaces 132 spaces 287 spaces
Residential Use Type - # of Units Apartment Rental Units Condominium Units <u>Townhome Units</u> Total (Approved for up to 62 Units)	36 15 <u>7</u> 58	74 0 <u>0</u> 74	48 0 <u>0</u> 48
Residential Bedroom Size - # of Units Studio 1-bedroom 2-bedroom 3-bedroom	0 6 16 36	0 17 46 11	0 0 36 12
Front Yard Setbacks (along Lincoln Ave.) (<i>Exception Required</i>)	0 ft.	> 3 ft	> 3 ft
Corner Side Yard Setbacks (along Elm St.) (<i>R-O-W License Agreement Required</i>)	0 ft.	0 ft (architectural elements project over property line)	0 ft (architectural elements project over property)
Front Yard Setbacks at 4th Level & Higher (along Elm St.) (along Lincoln Ave.) (<i>Exception Required</i>)		>10 ft along Elm < 10 ft along Lincoln	>10 ft along Elm < 10 ft along Lincoln
Side Yard Setback (along south property line) (<i>Exception Required</i>)	24 ft.	0 ft lower & 1 st levels >0 but less than 3 ft at 2 nd level	0 ft lower & 1 st levels >0 but less than 3 ft at 2 nd level
Rear Yard Setback (along east property line) (<i>Exception Required</i>)	0 ft.	< 10 ft	< 10 ft

* Staff assumption: Lincoln Avenue numbers include parking spaces located between Elm Street & Oak Street, except the 10 existing spaces located along the east side of Lincoln Avenue adjacent to 711 Oak. Also assumes for the unaltered parking areas the current parking configuration and use would remain.



MEMORANDUM VILLAGE OF WINNETKA

COMMUNITY DEVELOPMENT DEPARTMENT

TO: VILLAGE COUNCIL
FROM: DAVID SCHOON, COMMUNITY DEVELOPMENT DIRECTOR
DATE: DECEMBER 2, 2021
SUBJECT: 714-740 ELM STREET & 511-515 LINCOLN - STONESTREET PARTNERS, LLC
PLANNED DEVELOPMENT - CONCEPT PLAN REVIEW
(CASE NO. 2021-39-PD)

INTRODUCTION

On December 7, 2021, the Village Council is scheduled to consider a planned development concept plan application filed by Stonestreet Partners, LLC (the "Applicant"), as the designee of the property owner, RIC (Winnetka Lincoln) LLC (the "Owner"), who owns 714-16 Elm Street, 718-732 Elm Street, 740 Elm Street, 511 Lincoln Avenue, and 515 Lincoln Avenue following a foreclosure action (the "Subject Property"). Stonestreet Partners was also the development entity for the previous One Winnetka final planned development for the site, which the Village Council had previously approved and subsequently rescinded its approval due to noncompliance with the terms of the applicable development agreement. The application materials also state that Murphy Development Group will serve as the General Partner, "who will gather input from the project team but have full control over the development of One Winnetka." The designated architect for the new project is OKW Architects, LLC.

The Applicant has submitted for concept plan review by the Village Council a **five-story mixed use planned development** for the Subject Property, which it continues to be called One Winnetka, and which consists of the following elements:

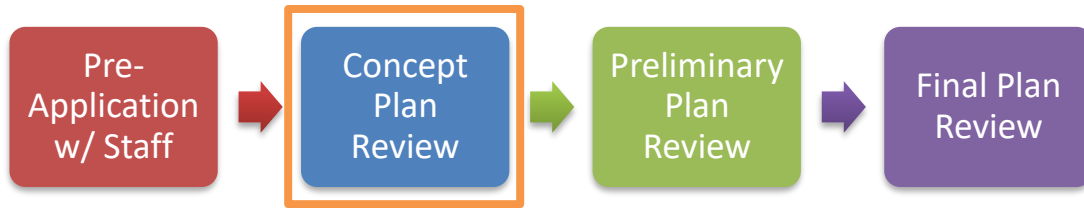
- a) 74 residential rental units,
- b) 18,000 square feet of commercial space, and
- c) a total of 158 parking spaces consisting of 43 spaces at ground level for the commercial uses and 115 spaces on the lower (underground) level for the residential uses.

The Applicant's concept plan application materials are included in Attachment A.



Figure 1
Proposed Concept Plan -
Elm Street Perspective
Drawing

The purpose of the Village Council’s review of the concept plan application is to broadly acquaint the Council with the Applicant’s proposal and provide the Applicant with any preliminary views or concerns members of the Council may have early in the process when adjustments are still possible and prior to the Applicant expending the funds necessary to prepare the complete documentation required for a preliminary plan application.



After hearing the comments and suggestions from the Village Council, if the Applicant decides to proceed with the project, the Applicant will need to submit a preliminary planned development application with all the required documents for consideration by the Planned Development Commission and the Design Review Board. Property owners within 250 feet of the Subject Property would then be notified of these meetings by mail notice, a notice would be published in the local newspaper, and signs would be posted on the Subject Property. Once the advisory bodies have completed their respective reviews, the Village Council would consider the advisory bodies’ findings and recommendations on the preliminary plan and vote to grant, deny, or modify the planned development application, or the Village Council may return the matter to the Planned Development Commission or Design Review Board for further consideration and findings. Provided the preliminary plan is approved by the Village Council, a final plan must then be submitted for the Village Council’s consideration. If the Council finds the final plan substantially conforms to the approved preliminary plan, the Council will approve the final plan.

DESCRIPTION OF PROPERTY

The Subject Property is generally located on the southeast corner of Lincoln Avenue and Elm Street and is approximately 1.10 acres (Figure 2). The Subject Property contains five vacant commercial buildings. In the center of the buildings is a small surface parking lot that accommodates approximately 14 cars. The Village parking lot immediately east of the Subject Property (the “Village Parcel”) would not be part of the Applicant’s redevelopment plans. The 63 parking spaces on the Village Parcel would continue to be available for use by customers and employees of the Elm Street Business District.

Unlike recent proposals for the site, the Subject Property and the proposed development **does not include** 736 Elm Street, which is owned by Elm Street Pharmacy, LLC, and is home of Conney’s Pharmacy. Though the Subject Property does include 740 Elm Street, which is commonly referred to as the former Phototronics building, the Applicant only intends to “refresh” the look and re-tenant the building, while the Applicant would redevelop the remainder of the Subject Property with the proposed mixed-use development.

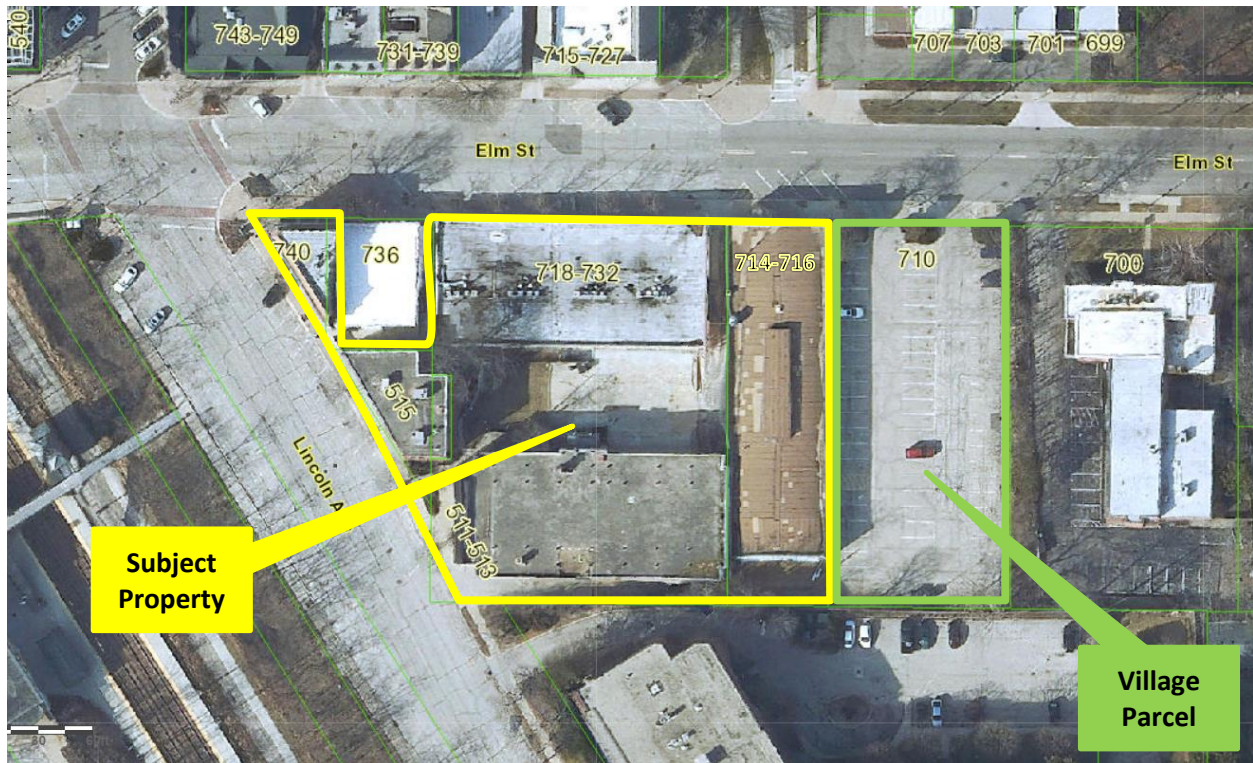


Figure 2 – Aerial Map

The Subject Property is zoned C-2 General Retail Commercial and a portion is located in the C-2 Overlay District as shown in Figure 3.

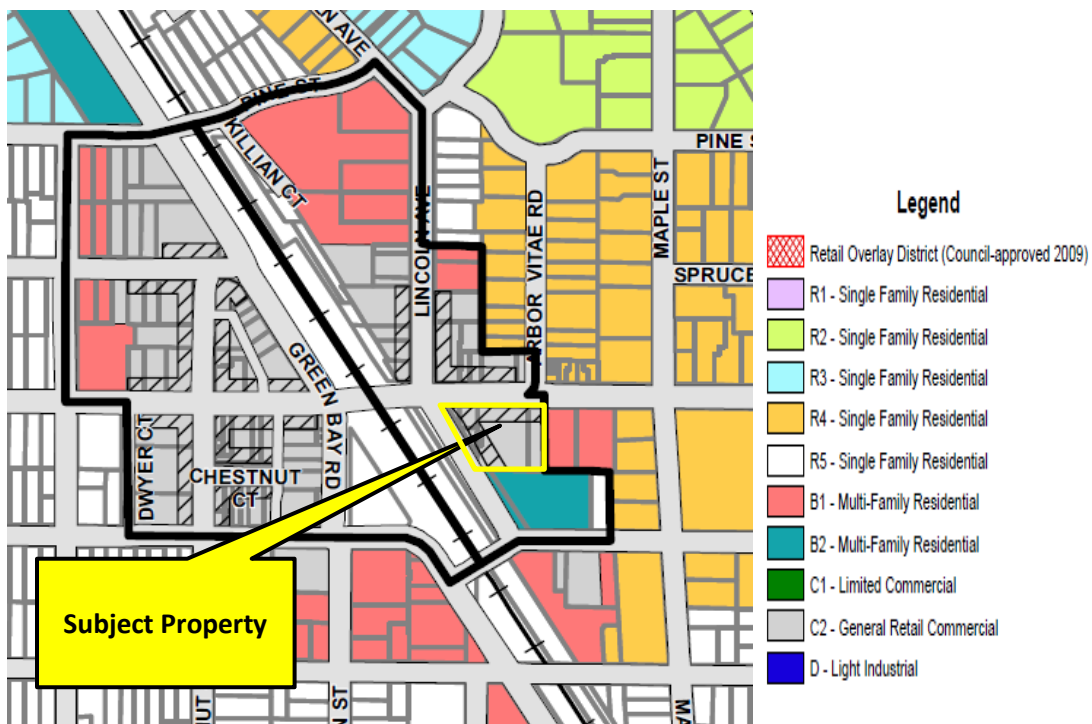


Figure 3 – Zoning Map

The Village's Comprehensive Plan designates the Subject Property as appropriate for mixed-use land uses as shown in Figure 4.

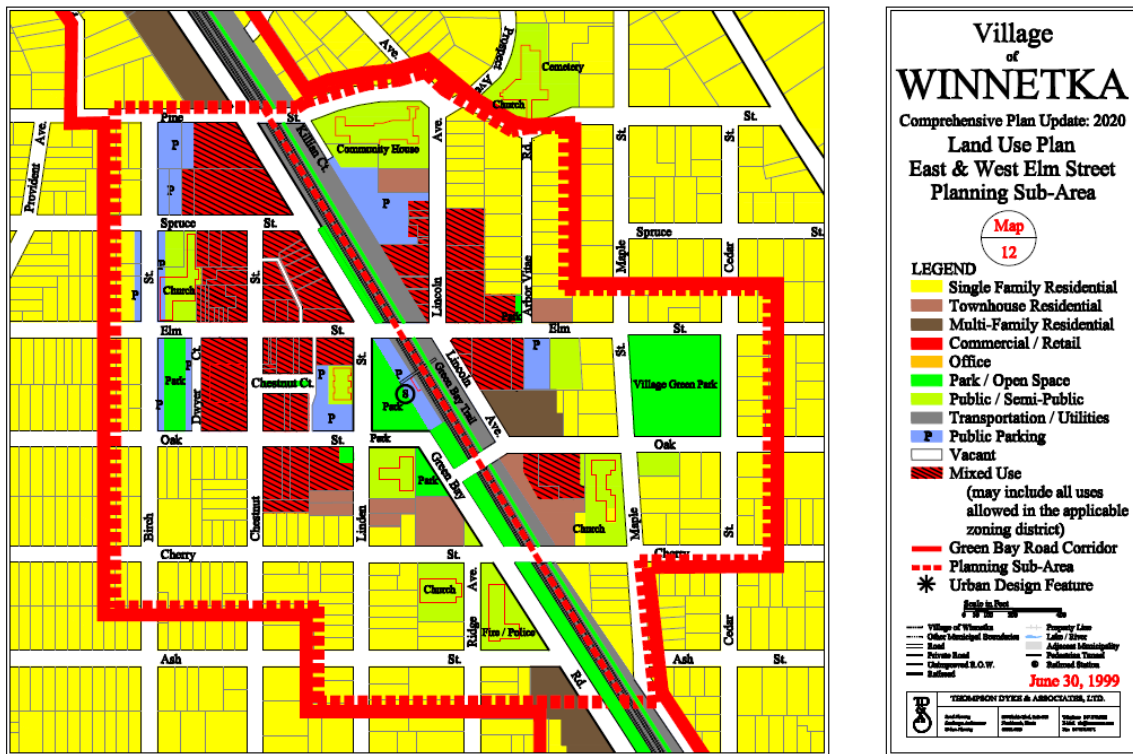


Figure 4 – Comprehensive Plan Land Use Plan

RECENT PROPERTY BACKGROUND

One Winnetka Approved Plan

On October 16, 2018, the Village Council adopted zoning and subdivision approval documents for the One Winnetka mixed-use development project on the Subject Property and the westerly portion of the Village Parcel (Ordinances M-11-2018, M-12-2018, M-13-2018 and Resolutions R-57-2018, R-58-2018).

On August 6, 2019, after the developer for the One Winnetka development failed to meet specific deadlines provided for in the approval documents, the Village Council adopted a resolution terminating the One Winnetka development agreement and zoning and subdivision approvals (Resolution No. R-69-2019).

Since that time the property has been going through the foreclosure process. The lender for the previously approved One Winnetka final plan has secured ownership of the Subject Property and legally owns the property as the Owner. Also, the Village has been pursuing property maintenance violations through the Circuit Court of Cook County. Recently, the Village entered into a settlement agreement regarding these issues and others with the previous legal entity that owned the One Winnetka property and its lender.

Recent Concept Plan Reviews - Submittals by CA Residential

On November 5, 2019, the Village Council considered a planned development concept plan application filed by CA Residential, LLC for properties at 714-740 Elm Street and 511-515 Lincoln Avenue. The development plan also included the Conney's Pharmacy site, which is owned by Elm Street Pharmacy, LLC., and one plan option included a portion of the Village Parcel.

Given the feedback from the Council at the November meeting, on January 21, 2020, the Village Council considered a revised planned development concept plan application filed by CA Residential for 714-740 Elm Street and 511-515 Lincoln Avenue, as well as 736 Elm Street, the Conney's Pharmacy site. With this revised proposal, CA Residential was no longer interested in acquiring a portion of the Village Parcel.

CA Residential never moved forward with a preliminary planned development application for any of the concept plans it had presented to the Village Council.

CURRENT PROPOSED PLAN

The Applicant has submitted a concept plan for a five-story mixed-use building for consideration by the Village Council, which development calls for the following:

- 74 residential rental units consisting of 1, 2 and 3 bedrooms on levels 2-5,
- 18,000 square feet of commercial space at ground level, and
- 158 parking spaces on the ground floor and lower levels.

The residential units would be accessed by a lobby off Lincoln Avenue. The lower-level parking for the residential tenants would be accessed off Lincoln Avenue along the south end of the property. The loading area for the building would also be in this general area. The bulk of the commercial space would be along Elm Street with a smaller portion along Lincoln Avenue. The commercial parking spaces would be located at ground level behind the first-floor commercial space and would be accessed off Elm Street by a two-way drive aisle.

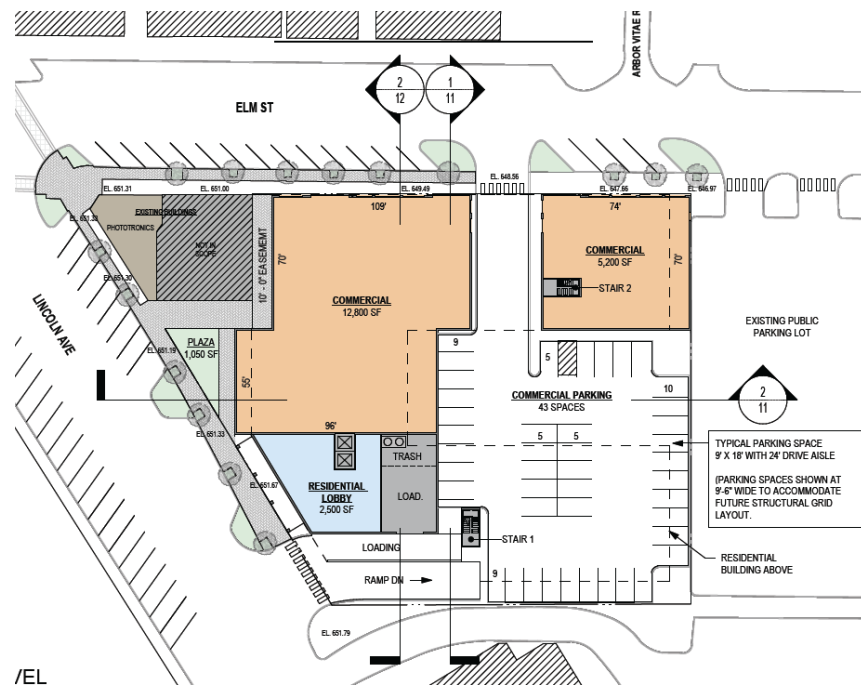


Figure 5 – Current Concept Plan – Ground Floor Plan

The façade of the building has a Tudor design. The commercial level would be stone and brick, the upper levels would consist of detailed brick, stucco, and timber elements. The Elm Street façade incorporates projecting bays at the second and third floor levels, which include steeply pitched gable roof elements.



Figure 6 – Current Concept Plan – Elm Street Elevation

In most locations the fourth-story building element would be stepped back from the front property line as required by code, and the fifth-story element would be stepped back even further. The step back of the upper stories is required by code to reduce the perceived scale of buildings at the sidewalk. Residential balconies are provided at the second and third floor levels and more extensive terraces at the fourth and fifth floor levels. During the preliminary plan review application, the Applicant will need to provide further details regarding the design of all building facades as well as the appearance of the design of that portion of the building façade that will wrap-around the Conney's Pharmacy building.

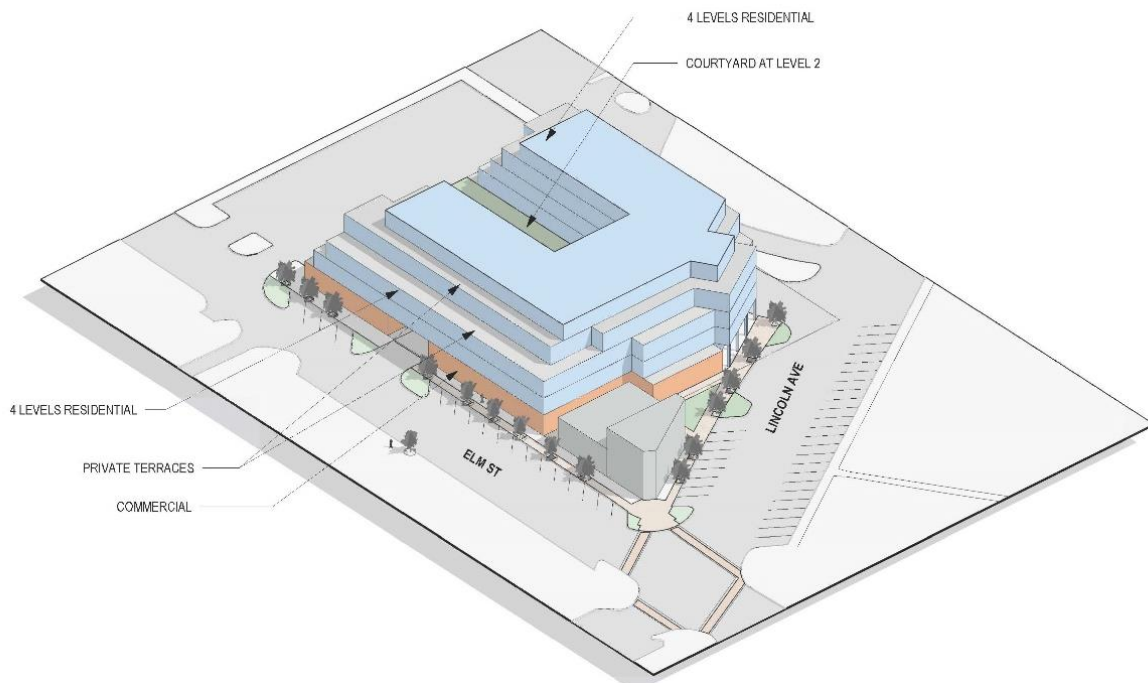


Figure 7 – Current Concept Plan – Oxonometric View

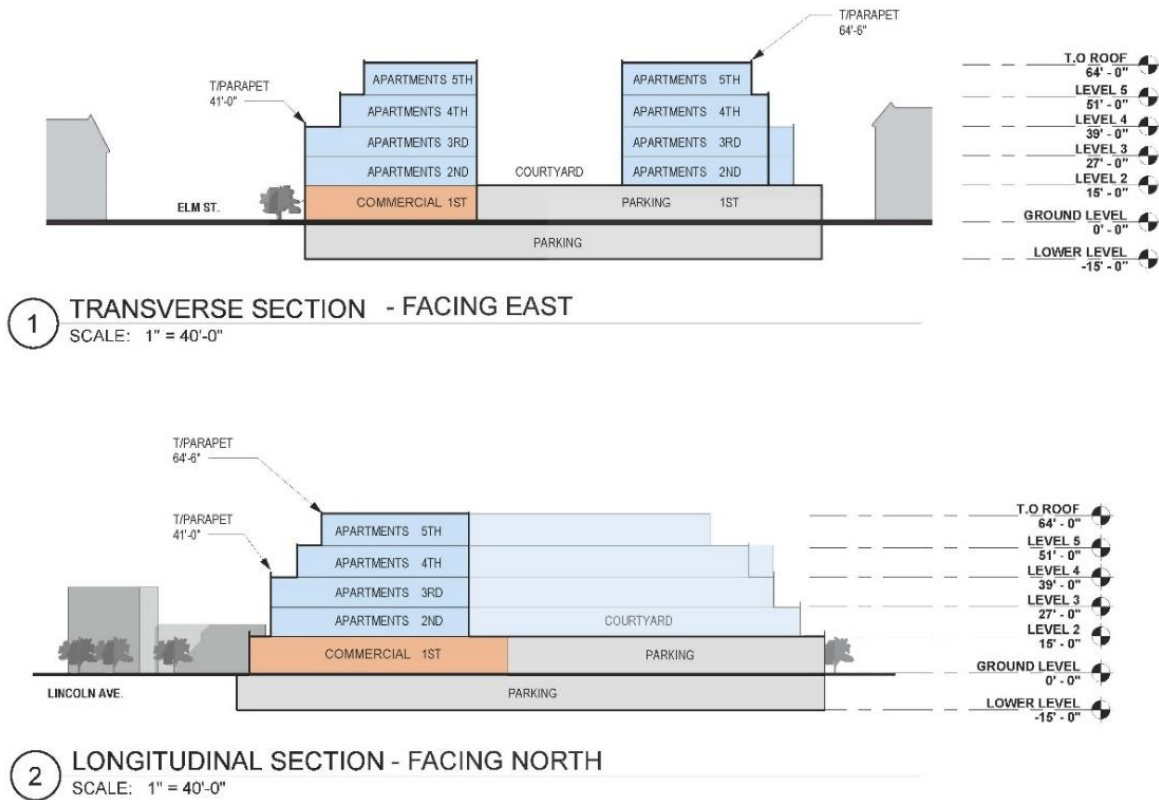


Figure 8 – Current Concept Plan – Building Sections

REQUIRED SUBDIVISION & ZONING RELIEF

Based upon staff's initial review of the concept plan submitted to date, the following subdivision and zoning relief has been identified; **additional relief may be necessary as the plans evolve and become more detailed:**

- A. Approval of a Plat of Consolidation, including an exception from the Subdivision Ordinance standard prohibiting side lot lines abutting rear lot lines.
- B. Approval of a Planned Development for a mixed-use development, which includes consideration and approval of the following **special uses and exceptions** from the requirements of the Zoning Ordinance:
 - a. The maximum building height allowed is 45 feet and 4 stories; the Applicant proposes a five-story building that is 64'-6" to the top of the parapet.
 - b. The maximum front yard setback shall be no more than three feet; the Applicant proposes the building to be setback more than three feet along portions of the Lincoln Avenue property line.
 - c. No side yard is required, but when a side yard is provided it must be at least three feet; the Applicant proposes some of the upper-level terraces to be less than three feet from the south property line.
 - d. Building levels at the fourth level or higher must be setback 10 feet from the front property line; the Applicant proposes a setback at the fourth level less than 10 feet from the Lincoln Avenue property line.
 - e. The minimum rear yard setback requirement is 10 feet; the Applicant proposes less than 10 feet along the easterly property line to accommodate the building and terraces.
 - f. The proposed parking located on the ground level requires special use approval.
- C. License Agreement. Upper story elements along Elm Street project over the right-of-way and thus a license agreement will be required for those improvements.

As previously stated, the Applicant is proposing a total of 158 on-site parking spaces. An exception is not required for the number of parking spaces. Based upon the Village Code requirement of 1.25 spaces per 1-bedroom units, 1.5 spaces per 2-bedroom units, and 2.0 spaces per 3-bedroom units, the proposed development is required to provide 113 parking spaces for the residential units; the Applicant is proposing 115 parking spaces. Given that the development could consist of commercial spaces greater than 2,500 square feet, the development is required to provide parking at 2 spaces per 1,000 square feet of net floor area for the commercial space. Given the total amount of commercial gross floor area, the development would not be required to provide more than 36 parking spaces. The Applicant is proposing 43 commercial spaces.

As part of the request for planned development approval requiring exceptions, an applicant must provide compensating benefits. The purpose of the compensating benefits is to advance the Village's physical, cultural, environmental, and social objectives in accordance with the Comprehensive Plan and other plans and policies. The Applicant has identified on page 6 of the plan set the following:

The compensating benefits and contributions of this One Winnetka Development will be a continuation and integration of the Downtown Winnetka Streetscape Improvement Plan on both Lincoln Avenue and Elm Street in front of our property, as well as on-site, at-grade parking for the intended commercial uses.

CONSIDERATION BY VILLAGE COUNCIL

Any member of the Village Council may make any comments, suggestions or recommendations regarding the concept plan they deem necessary or appropriate. However, no final or binding action is taken at this concept plan review step. Any views expressed during the Village Council's review of the concept plan are only preliminary and advisory and only the individual views of the member expressing them. Nothing said or done during the concept review shall be deemed to create, or to prejudice, any rights of the Applicant or to obligate the Village Council to approve or deny any preliminary plan application.

RECOMMENDATION

At the December 7, 2021, Village Council meeting, staff recommends that the Village Council review the Applicant's concept plan application, and that Council members provide individual comments, suggestions, or recommendations on the proposed mixed-use development.

ATTACHMENTS

Attachment A: Applicant's Concept Plan Application Materials

Attachment A
Applicant' s Concept Plan Application Materials

ONE WINNETKA



DESIGN PRESENTATION
NOVEMBER 29, 2021

RIC (Winnetka Lincoln) LLC

November 19, 2021

Village of Winnetka
Department of Community Development
510 Green Bay Road
First Floor
Winnetka, Illinois 60093

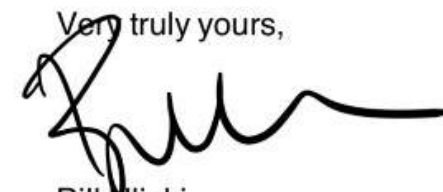
Re: Designation of Stonestreet Partners, LLC as Agent to Act for Owner (714 Elm Street, Winnetka, Illinois 60093; 178 Elm Street, Winnetka, Illinois 60093; 740 Elm Street, Winnetka, Illinois 60093; 515 Lincoln Avenue, Winnetka, Illinois 60093 (collectively, the "Property"))

To Whom it May Concern:

This letter confirms that the owner of the above-referenced Property, RIC (Winnetka Lincoln) LLC ("Owner"), an Illinois limited liability company, has designated Stonestreet Partners, LLC ("Stonestreet"), an Illinois limited liability company, to act for Owner, subject to Owner's consent, before the Village of Winnetka (the "Village") in connection with applying for and negotiating entitlements, zoning and entitlement applications concerning the Property, including without limitation the concept plan submission submitted to the Village on August 23, 2021, concerning the proposed development of the Property (the "Project"), and its consideration at the upcoming Village meeting.

By signing below, Owner authorizes Stonestreet to submit the Project application.

Very truly yours,



Bill Ulicki
Authorized Representative
RIC (Winnetka Lincoln) LLC
162 Cumberland Street, Suite 300
Toronto, Ontario M5R3N5 Canada

PD-C 	VILLAGE OF WINNETKA, ILLINOIS DEPARTMENT OF COMMUNITY DEVELOPMENT PLANNED DEVELOPMENT CONCEPT PLAN APPLICATION
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This application addresses the first step of the Village’s planned development public review process. **Prior to submittal of this form** and accompanying project details, an applicant is **required** to meet with the Community Development Department staff to discuss the planned development requirements and procedures.

Once this application is received, Village staff will schedule a presentation of the application materials to the Village Council at a regular Council meeting. The purpose of the concept plan presentation to the Council is to broadly acquaint the Village Council with the applicant's proposal and provide the applicant with any preliminary views or concerns that members of the Village Council may have at a time in the process when positions are still flexible, adjustment is still possible, and prior to the time when the applicant is required to expend the funds necessary to prepare the complete documentation required for a preliminary plan application.

At the meeting at which the concept plan application is considered, any member of the Village Council may make any comments, suggestions or recommendations regarding the concept plan application deemed necessary or appropriate by that member; provided, however, that no final or binding action shall be taken with respect to any concept plan application. Any views expressed in the course of the Village Council's review of any concept plan application shall be deemed to be only preliminary and advisory and only the individual views of the member expressing them. Nothing said or done in the course of such review shall be deemed to create, or to prejudice, any rights of the applicant or to obligate the Village Council, or any member of it, to approve or deny any preliminary plan application following full consideration thereof as required by this Code.

The following materials are the minimum required for the processing of a concept plan review by the Village of Winnetka’s Village Council. There is no filing fee for the concept plan review; however, review of a submitted formal *preliminary planned development* application will require payment of a filing fee(s). If you have questions regarding the completion of this process contact the Community Development Department at (847) 716-3525.

Current Property Owner Information

Legal Name: RIC (Winnetka Lincoln) LLC

Primary Contact: Bill Ulicki

Address: 162 Cumberland Street, Suite 300

City, State, Zip: Toronto, Ontario M5R3N5 Canada

Phone No. 416-966-1100

Email: billulicki@romspen.com

Applicant Information

Legal Name: Stonestreet Partners, LLC

an Illinois limited liability company

Primary Contact: David M. Trandel

Company: Stonestreet Partners

Address: 760 West Main Street, Suite 140

City, State, Zip: Barrington, IL 60010

Phone No: 312.286.0395

Email: dtrandel@stonestreetusa.com

Property Information (if more than one parcel is involved in the request please include the information for all parcels)

Site Location/Address: 714-740 Elm Street and 515 Lincoln Ave, Winnetka, IL

Parcel Identification Number(s) (PIN): 05-21-109-003, 05-21-109-017, 05-20-213-004, 05-20-213-006, 05-20-213-005

Dimensions and Size of Parcel(s): 211 x 193 x 236 x317 50,810 SF

Current Zoning: C2 - General Retail Commercial, Retail Overlay

Current Use of the Property: Retail/Commercial

Applicant’s Current Interest in Property: Owner Developer

REQUIRED MATERIALS FOR SUBMISSION

The Applicant must provide 1 hard copy and 1 electronic copy (.pdf), of the following information to Village staff at least **two weeks prior** to the Village Council meeting date. The Council meets on the 1st and 3rd Tuesdays of the month.

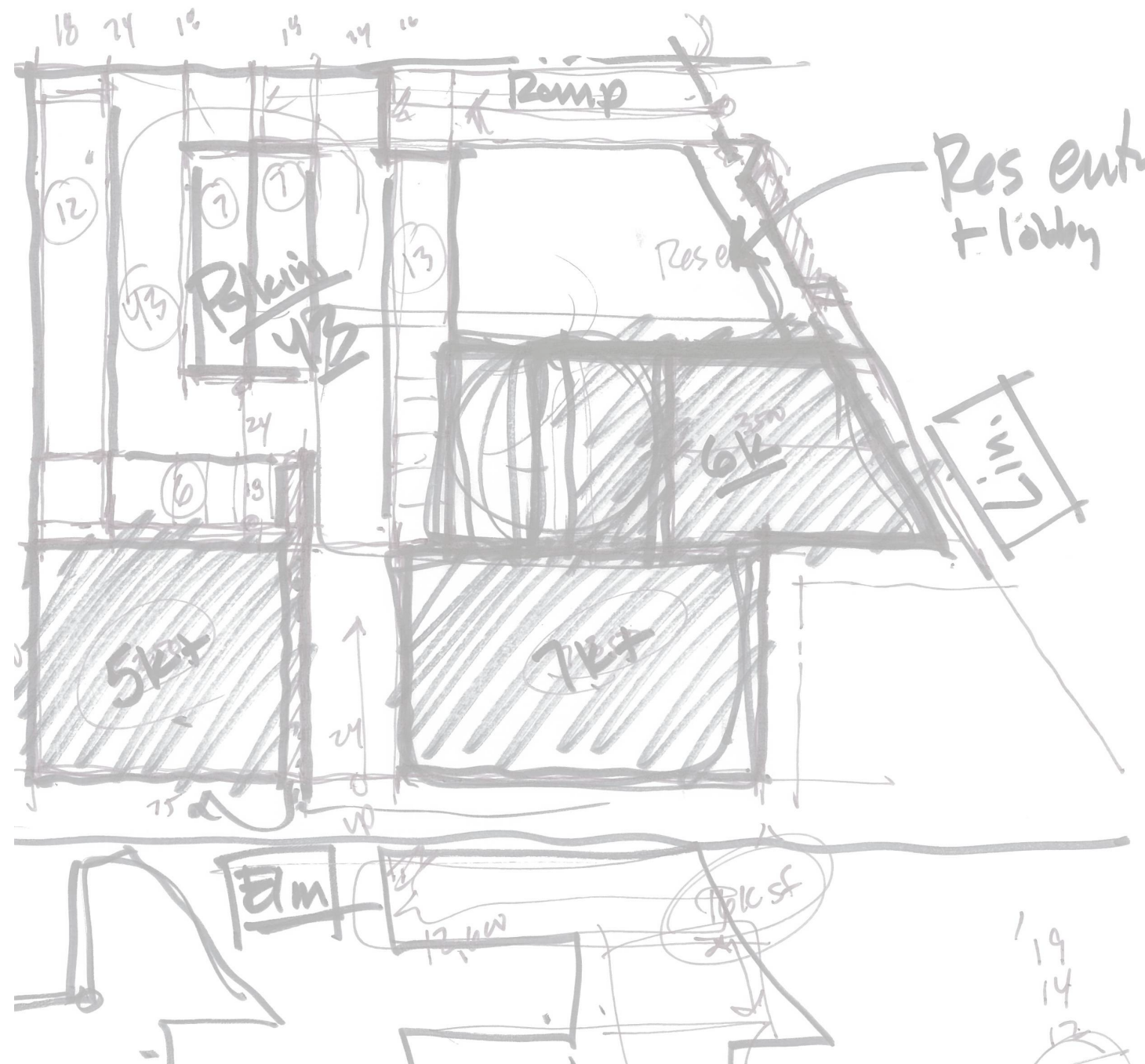
- If the Applicant is **not** the owner of the subject property, the **current property owner** must submit written authorization allowing the Applicant to pursue the requested action. This letter must be received by Village Staff prior to placing an item on the Village Council agenda.
- A sketch site plan drawn to scale showing the general layout of proposed buildings and land uses within the property, as well as the general location of vehicular parking and circulation areas and pedestrian circulation systems. Showing the context of the site plan in relationship to surrounding parcels and land uses as well as the adjacent street and sidewalk network would be helpful.
- A narrative describing the general scale, use and character of the proposed development, including the proposed categories of land uses for property. The narrative should also include a general outline of the project’s overall building footprint, impermeable surface area and gross floor area, as well as a summary of the anticipated number and size of **residential** units and parking spaces for a residential development and the number, type and size of proposed uses, as well as anticipated parking areas for commercial developments;
- A general visual description or images of the architectural style of the proposed development;
- List of zoning and subdivision exceptions that the planned development requires for approval;
- The general location and extent of compensating benefits as required by Section 17.58.120 B; the following is a non-exclusive list: (1) the provision of community amenities for public use, such as plazas, malls, formal gardens, places to congregate, outdoor seating, and pedestrian facilities; (2) the preservation of existing historic features; (3) The dedication and provision of public open space and public recreational amenities, such as recreational open space, including accessory buildings, jogging trails, playgrounds, and similar recreational facilities; (4) the adaptive reuse of existing buildings; (5) the provision of public car and/or bike share facilities; (6) the provision of off-street public parking spaces; (7) the provision of affordable housing units; (8) the incorporation of building and site elements that enhance the environment and increase sustainability; and (9) the provision of uses, spaces, or infrastructure that provide a benefit to the public and which there is a demonstrated public need.
- The nature, scope and extent of public dedications, improvements or contributions to be provided by the applicant; and
- Applicant’s qualifications to carry out the proposed development.



Table Comparing the Approved One Winnetka Final Plan with Proposed Stonestreet/MDG Submittal

	Current C-2 Zoning	Approved 2018 Final Plan		11.29.21 Proposal	
Development Site Size	1.10 acres	1.38 acres		1.10 acres	
Building Gross Floor Area Excluding parking With parking		186,265 sf 304,760 sf		127,315 sf 191,290 sf	
Residential Gross Floor Area		140,340 sf		109,315 sf	
Total Commercial Gross Floor Area		29,895 sf		18,000 sf	
Common Area Space Gross Floor Area Amenity Area (lobby, indoor fitness, club, etc) Service Area (back of house service, trash, equip)		16,030 sf		7,710 sf 5,530 sf 2,180 sf	
Building Height Exception Required	45 ft. and 4 stories	5-stories, 59'-0" (With parapet – 61'-6")		5-stories, 64'-0" (With parapet - 64'-6")	
On-Site Parking					
Special Use Required: Parking on street level.	Commercial 2 spaces/1,000 sf	<u>Required</u> x 29,895 sf = 60 spaces	<u>Provided</u> 131 spaces	<u>Required</u> x 18,000 sf = 36 spaces	<u>Provided</u> 43 spaces
	Dwelling 1-BR - 1.25/unit 2-BR - 1.5/unit 3-BR - 2/unit	x 6 units = 8 spaces x 16 units = 24 spaces x 36 units = 72 spaces = 104 spaces	115 spaces	x 17 units = 22 spaces x 46 units = 69 spaces x 11 units = 22 spaces = 113 spaces	115 spaces
Residential Use Type - # of Units Apartment Rental Units Condominium Units <u>Townhome Units</u> Total**		36 15 <u>7</u> 58		74 0 <u>0</u> 74	
Residential Bedroom Size - # of Units Studio 1-bedroom 2-bedroom 3-bedroom		0 6 16 36		0 17 46 11	
Front Yard Setbacks Exception Required (along Lincoln Ave.)	0 ft.	0 ft.		0 ft.at levels 1-3 35 ft. at retail front plaza 0 ft. at 4th level 10 ft. at 5th level	
Corner Side Yard Setbacks (along Elm St.) Exception Required	0 ft.	0 ft.		0 ft.at levels 1-3 14 ft. at 4th level 24 ft. at 5th level	
Side Yard Setback Exception Required (along south property line)	0 ft. (3 ft.)***	24 ft.		0 ft. at ground level 12 ft. at levels 2-3 (Terrace at Level 2) 22 ft. at level 4 32 ft. at 5th level	
Rear Yard Setback Exception Required (along east property line)	10 ft.	0 ft.		0 ft. at ground level 11 ft. at level 2 (Terrace) 22 ft. at levels 3-4 47 ft. at 5th level	
4th Story Setback Exception Required (along Lincoln Ave)					

Notes
* The Lincoln Avenue numbers include the parking spaces located between Elm Street and Oak Street, except the 10 existing spaces located along the east side of Lincoln Avenue adjacent to 711 Oak. *Off-street parking counts in italics* assume same numbers as the One Winnetka project.
** The development was approved for between 55 and 62 units.
*** A side yard is not required, but where a side yard s provided, it must be a minimum of 3 ft.



ONE WINNETKA PROJECT AND DESIGN NARRATIVE

OKW Architects, LLC, Stonestreet Partners, and John Murphy of Murphy Development Group (MDG) have proposed a new concept for the **One Winnetka** site bounded by Elm Street and Lincoln Avenue in east Winnetka. **MDG**, a new face on the team, brings to the table a deeply creative understanding in luxury, multi-family housing and mixed-use developments as well as the economic realities associated with the product type. **MDG** will help us to better respond to the marketplace and make **One Winnetka** not a dream, but a reality. **MDG's** role will be one of General Partner. They will gather input from the project team but have full control over the development of **One Winnetka**.

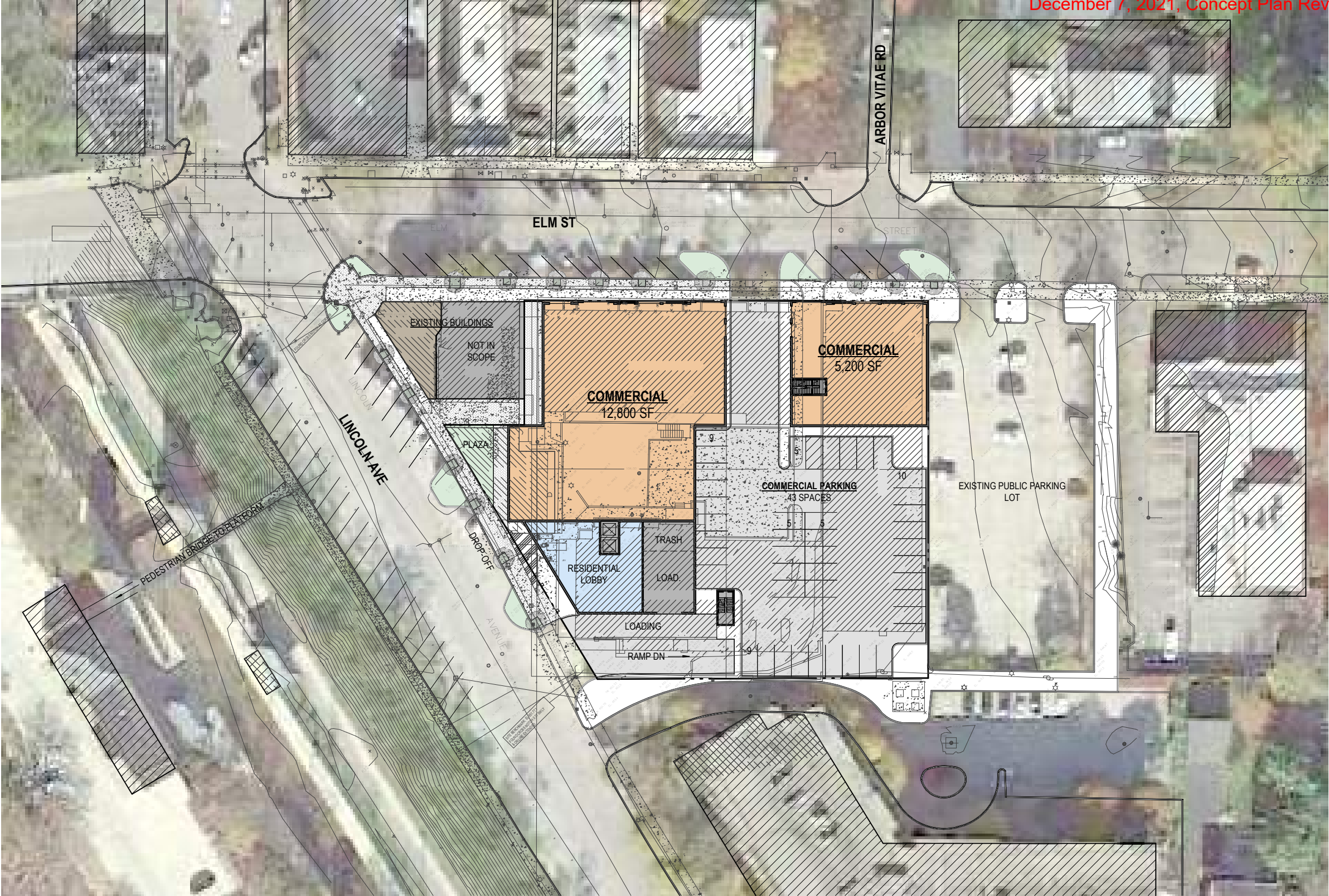
This solution, rooted in sound planning principles addressing scale, density, context, and use, is also relevant to a mixed-use marketplace in need of modern and “right sized” ground floor commercial space along with luxury apartments that address a void in the current North Shore fabric. Together, these program elements promote community, walkability, and place-making, which will successfully allow Winnetka to build upon its re-development strategies and further evolve its downtown.

The plan is to provide leasable ground floor commercial spaces to enhance, activate, and complement both the Lincoln Avenue and Elm Street corridors, while successfully integrating apartment units on floors two through five, offering housing for local step-down buyers as well as those wanting to move into this incredible community. The ground floor commercial has drawn interest from a health care provider as well as a financial services firm. These entities will not only stimulate foot traffic to the development, but their employees will help to help support local businesses during the workday. The apartments will also promote pedestrian activity in Winnetka and provide an anchor for the east side of town. Together, Winnetka will welcome a project of quality and scale, the likes of which has not been seen in the community in decades.

The architecture of the project draws inspiration from the context of the Village's historic mixed-use structures, many of which are of a Tudor style. It incorporates highly detailed brickwork and stone with the lighter expression of half-timbers and stucco on the upper levels. The roof forms have steeply pitched elements complementing bay windows and large groupings of openings in the wall surface. The scale of the building is eroded by conscientiously peeling back the top floors and corners of the building with terraces so as to reduce the overall mass. In doing so, the apartments are provided outdoor living environments to further activate the building and engage the residents with the outside. These design strategies, materiality, and style promote a familiar human scale when integrated into the existing streetscapes of Winnetka. It is not our intent to replicate buildings of the past, but learn from them and present them in a more contemporary expression allowing the tenants and residents of today's market to embrace the beauty of the style, while working and living in a building of its current time and place.

As for the former Phototronics Building, it remains an important part of the **One Winnetka** development with an anticipated refreshed look and new occupancy. Its role as the ligament both anchoring and turning the corner, connecting Elm to Lincoln, along with its familiar architectural expression, helps to gracefully introduce the development to both pedestrians and vehicles crossing the tracks from west to east.

DEVELOPMENT SUMMARY	
SITE AREA:	52,692 SF
COMMERCIAL/ RESTAURANT TOTAL:	18,000 GLA
COMMERCIAL PARKING PROVIDED:	43 SPACES (2.4 / 1,000)
RESIDENTIAL TOTAL:	109,315 SF
(LEVELS 2-5: 74 UNITS	106,815 SF)
1ST LEVEL:	2,500 SF
2ND LEVEL:	32,255 SF
3RD LEVEL:	30,715 SF
4TH LEVEL:	26,215 SF
5TH LEVEL:	17,630 SF
UNIT TYPES:	
1-BR:	17
2-BR:	46
3-BR:	11
AVERAGE UNIT SIZE:	+/- 1,130 SF NET RENTABLE
RESIDENTIAL PARKING PROVIDED:	115 SPACES (1.55 / UNIT)



1 SITE PLAN
SCALE: 1" = 60'-0"

REQUIRED EXCEPTIONS

- FRONT SETBACK - MAXIMUM 3' (ALONG LINCOLN AVE)
- BUILDING LOCATED IN REQUIRED REAR YARD. (ALONG EAST PROPERTY LINE.)

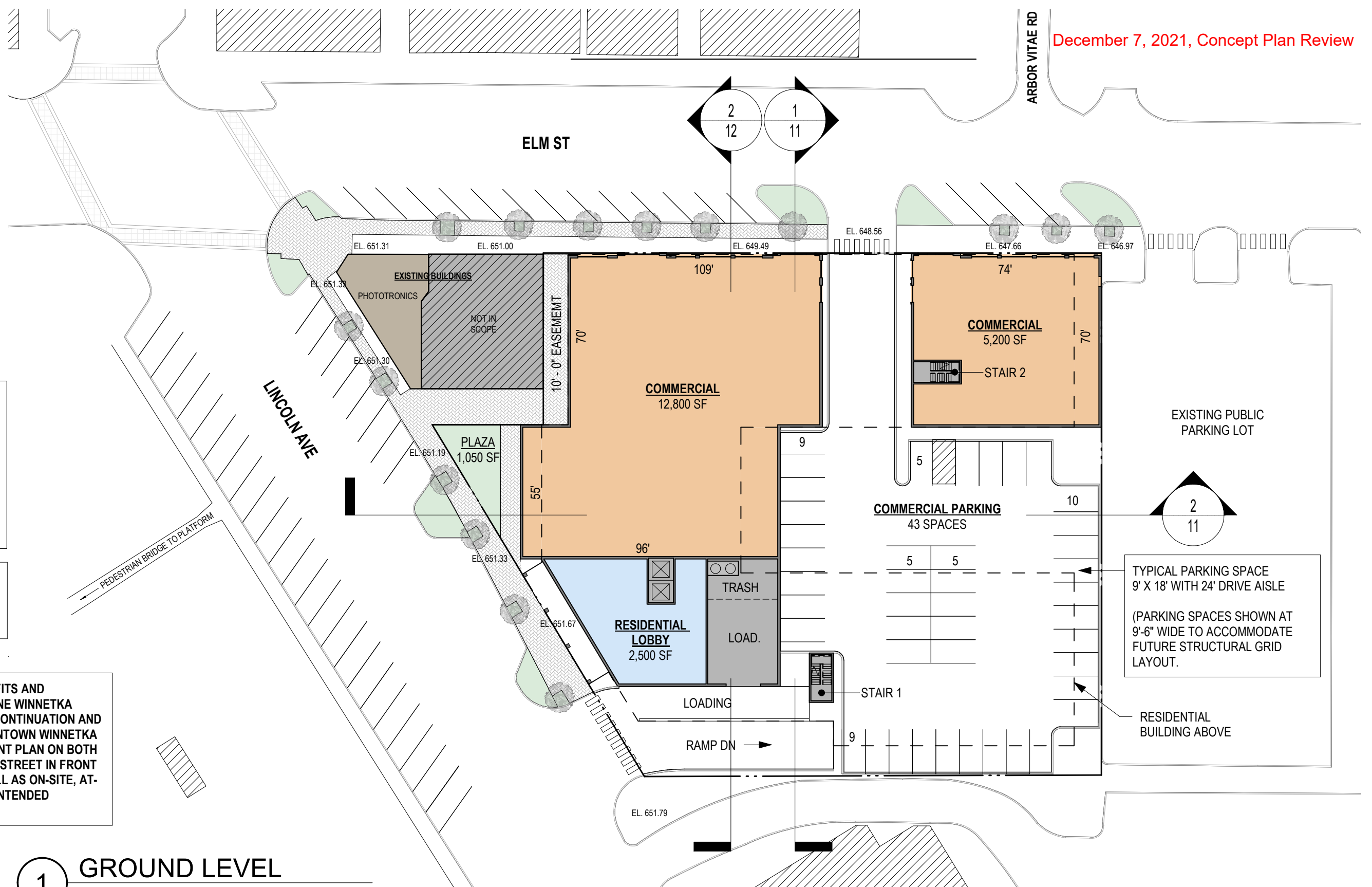
SPECIAL USE REQUIRED

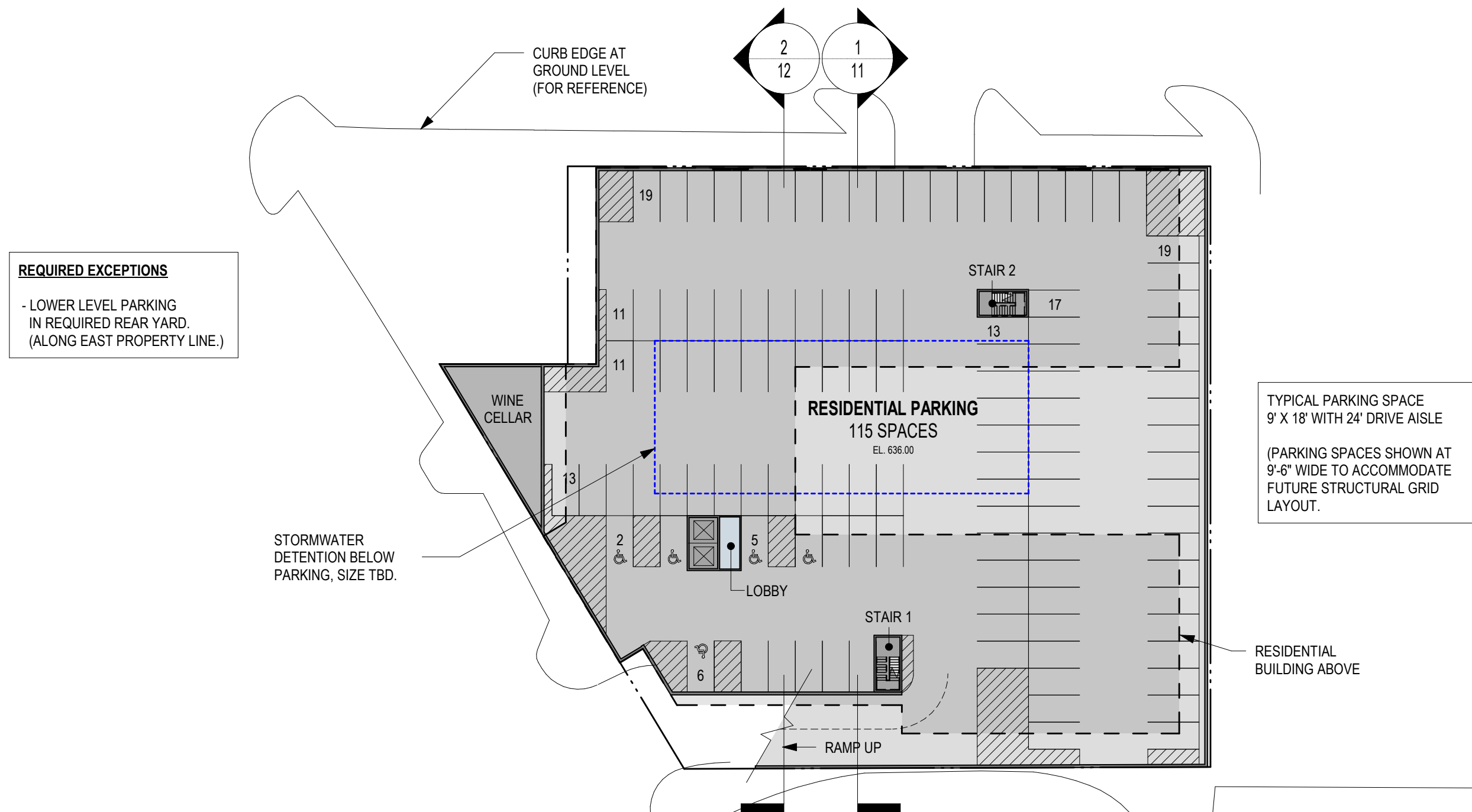
PARKING ON STREET (GROUND) LEVEL.

THE COMPENSATING BENEFITS AND CONTRIBUTIONS OF THIS ONE WINNETKA DEVELOPMENT WILL BE A CONTINUATION AND INTEGRATION OF THE DOWNTOWN WINNETKA STREETSCAPE IMPROVEMENT PLAN ON BOTH LINCOLN AVENUE AND ELM STREET IN FRONT OF OUR PROPERTY, AS WELL AS ON-SITE, AT-GRADE PARKING FOR THE INTENDED COMMERCIAL USES.

1 GROUND LEVEL

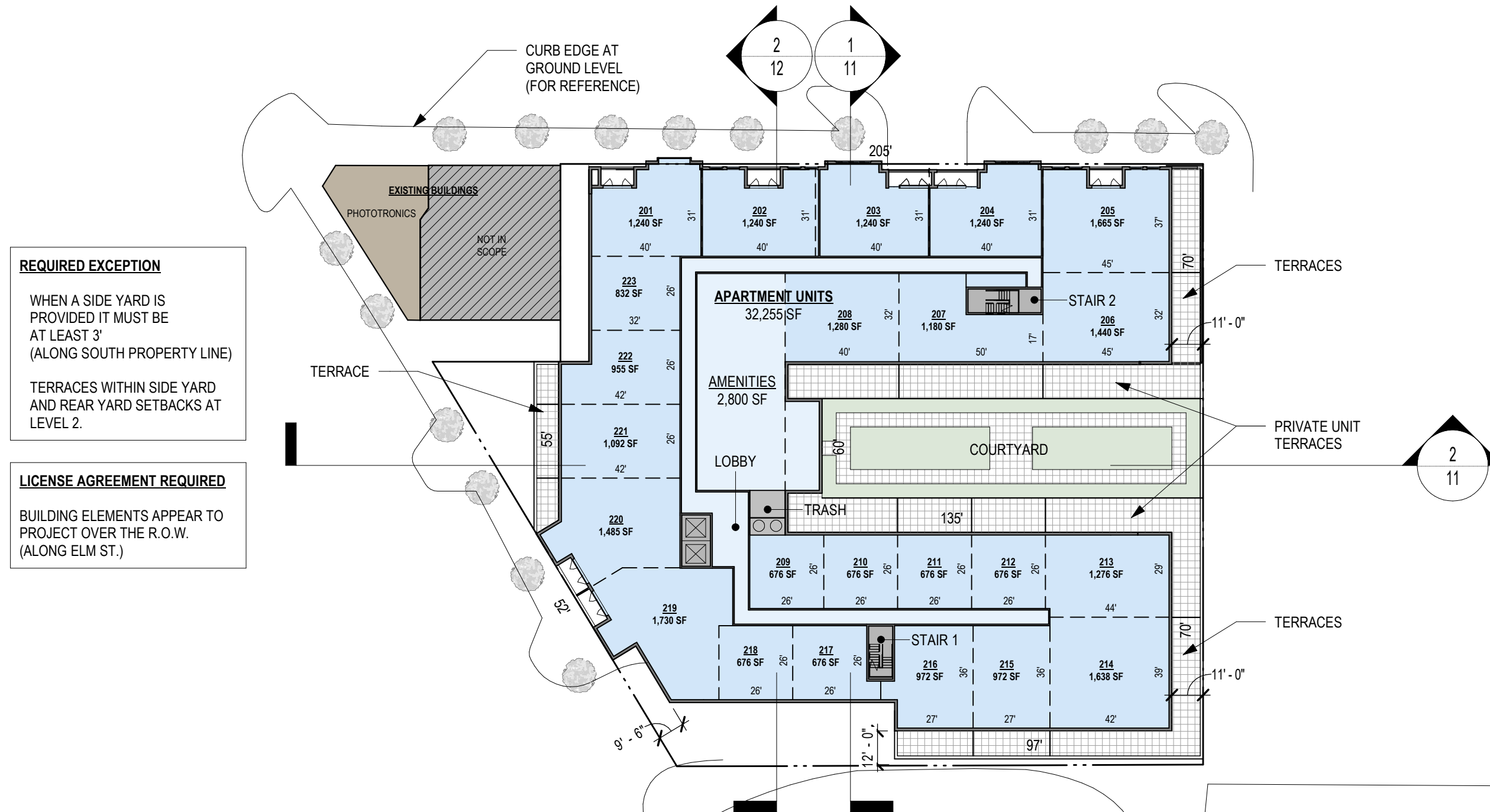
SCALE: 1" = 40'-0"





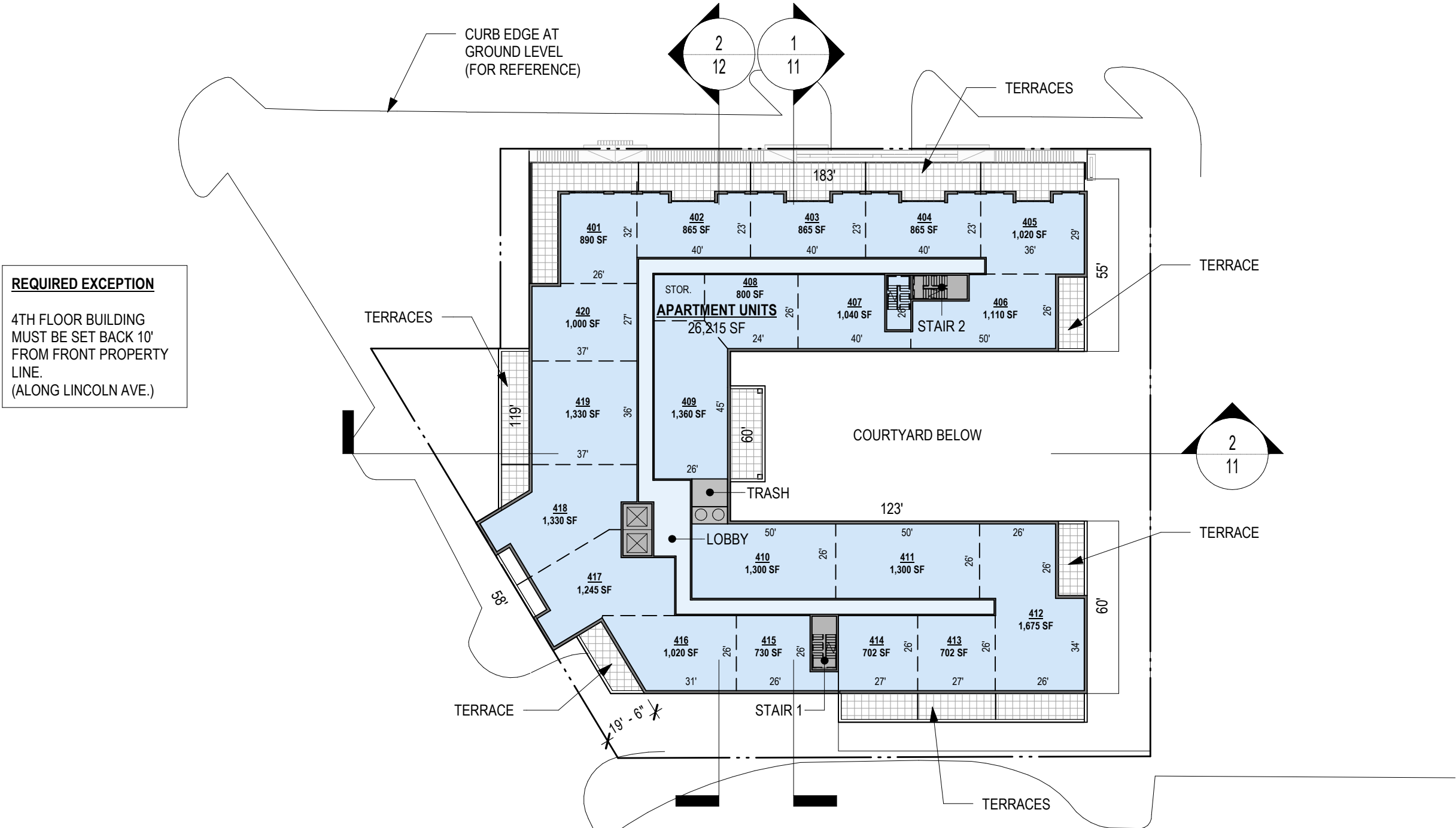
1 LOWER LEVEL

SCALE: 1" = 40'-0"



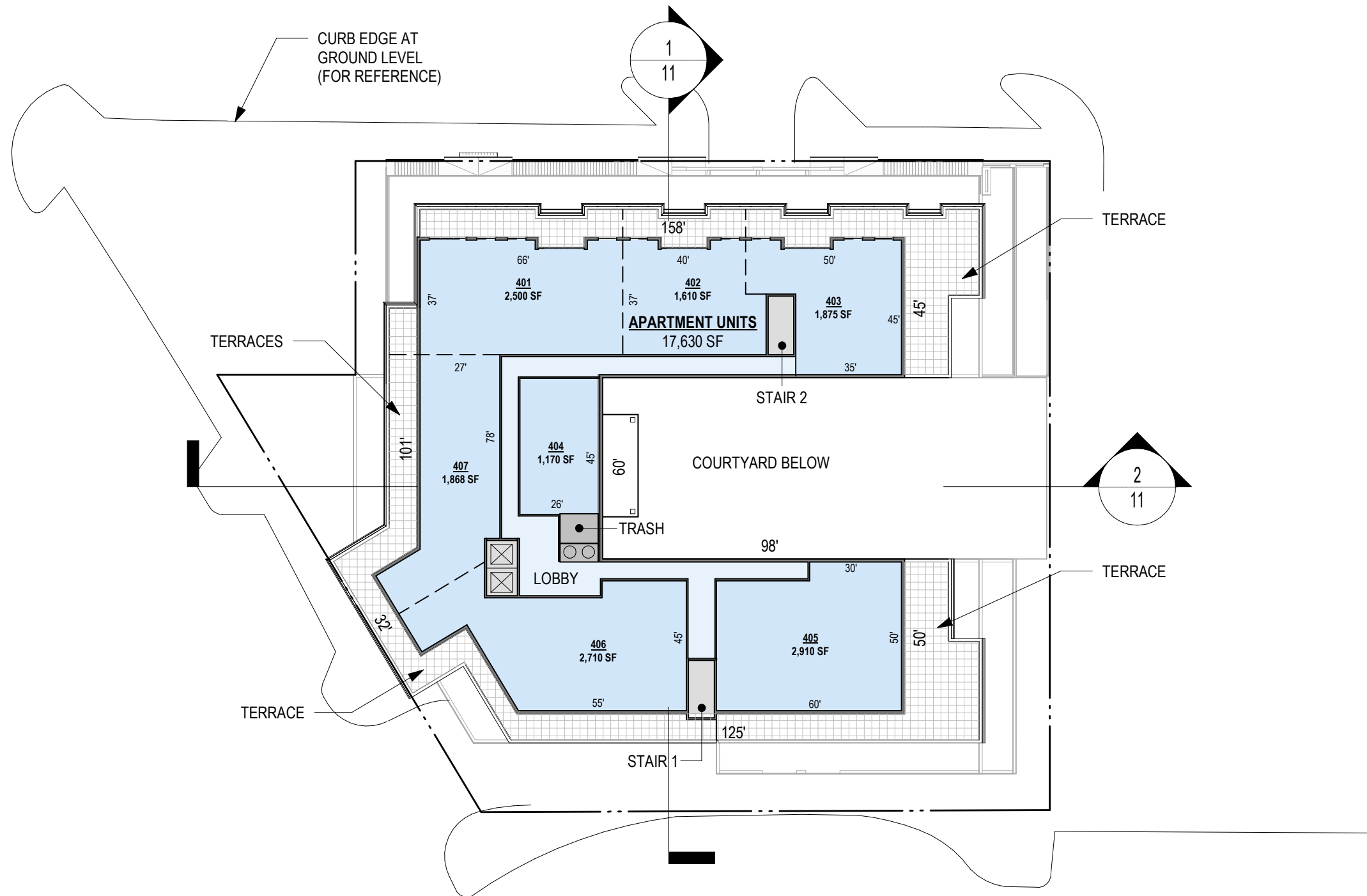


1 LEVEL 3 - 30,715 SF (GROSS) - 24 UNITS
SCALE: 1" = 40'-0"

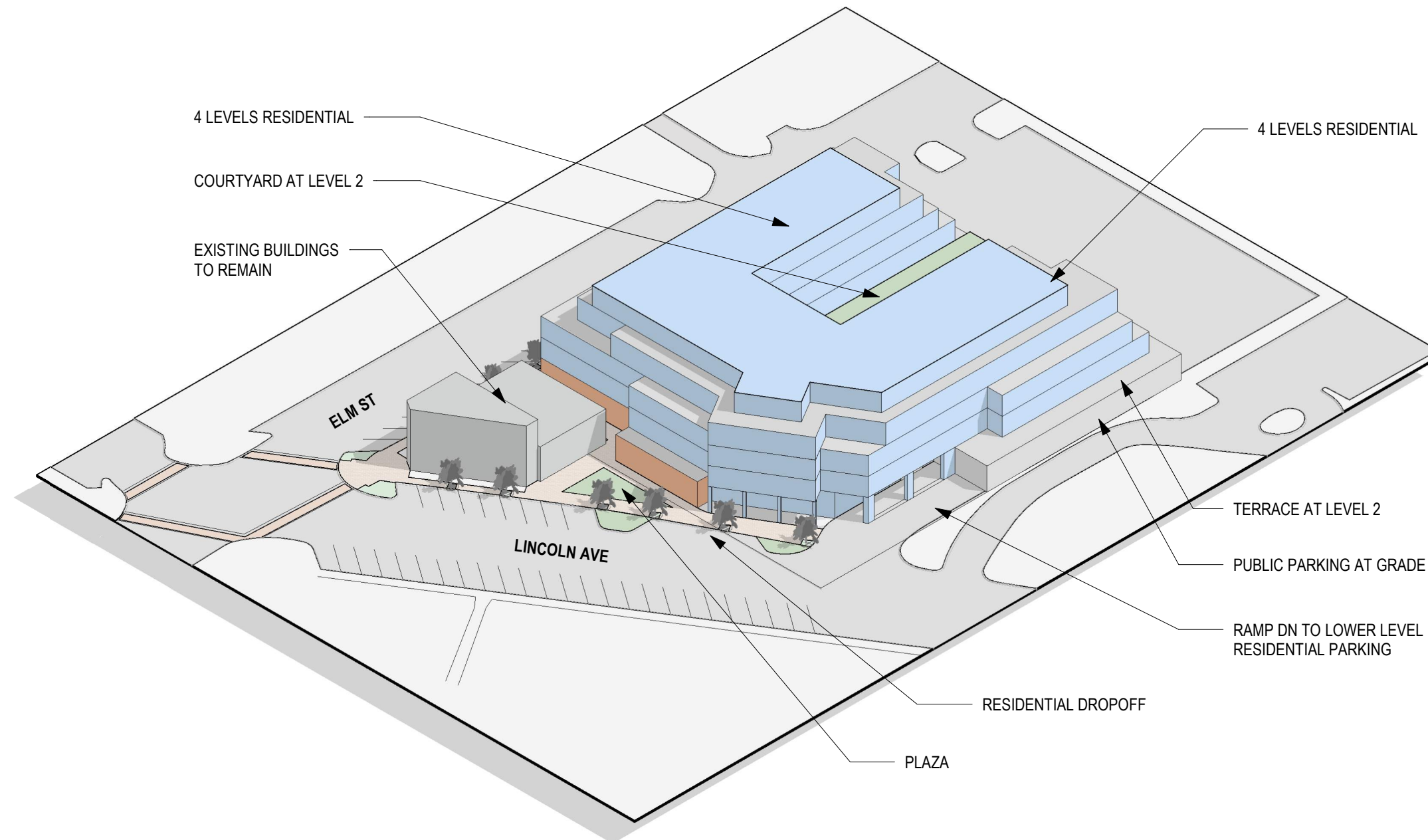


REQUIRED EXCEPTION
4TH FLOOR BUILDING
MUST BE SET BACK 10'
FROM FRONT PROPERTY
LINE.
(ALONG LINCOLN AVE.)

1 LEVEL 4 - 26,215 SF (GROSS) - 20 UNITS
SCALE: 1" = 40'-0"

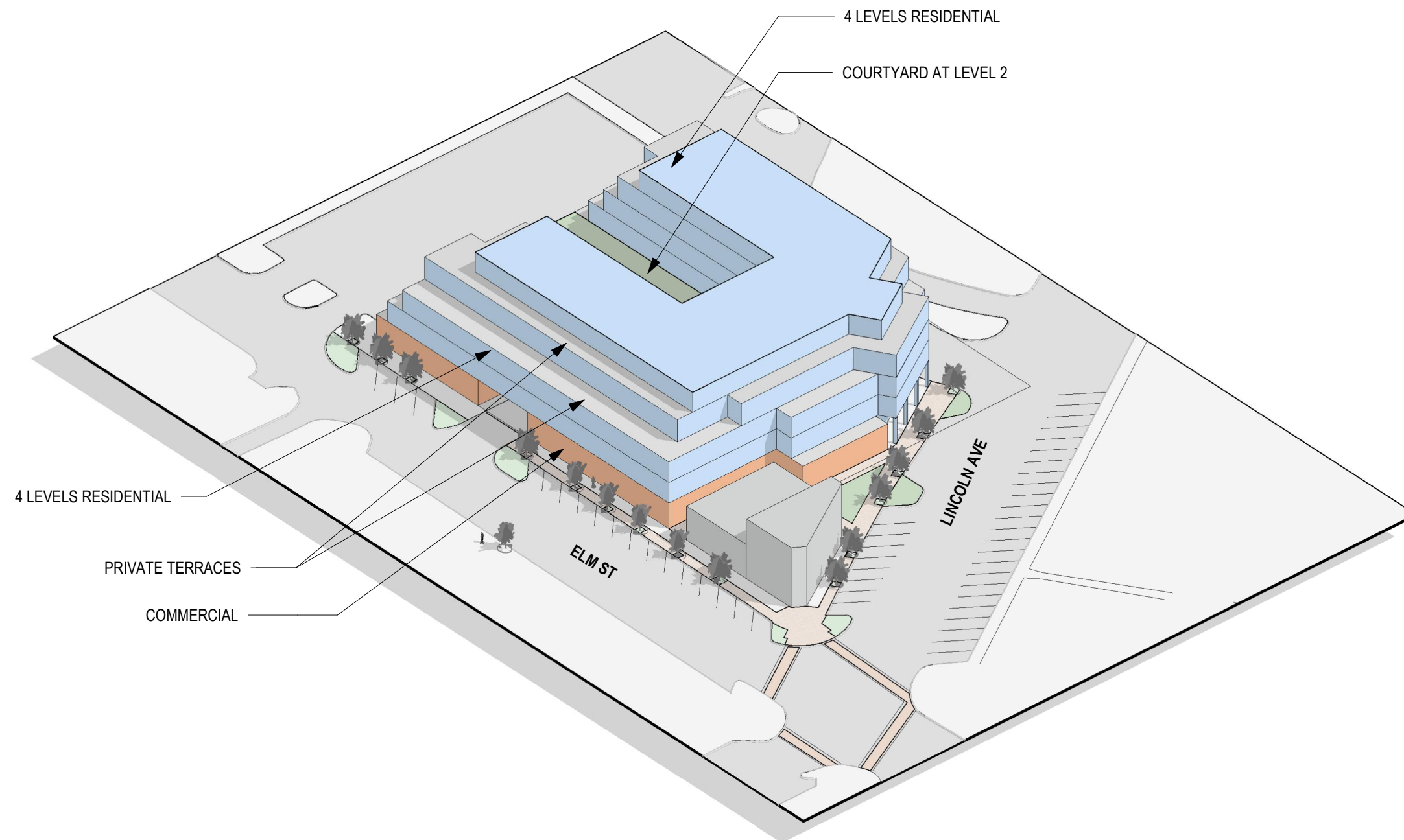


1 LEVEL 5 OPT 2- 17,630 SF (GROSS) - 7 UNITS
SCALE: 1" = 40'-0"

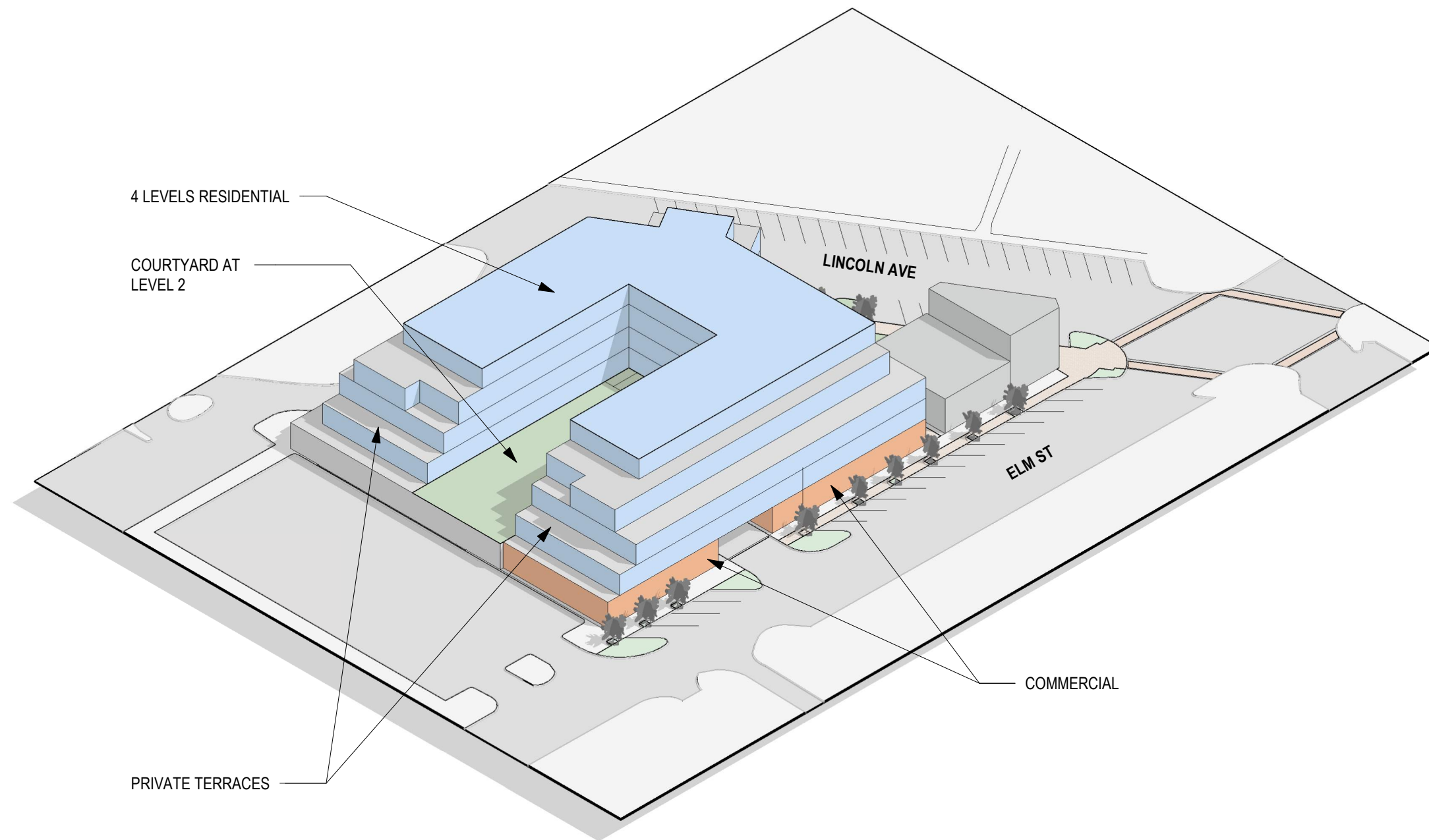


1 STACKING DIAGRAM - SOUTHWEST AXONOMETRIC

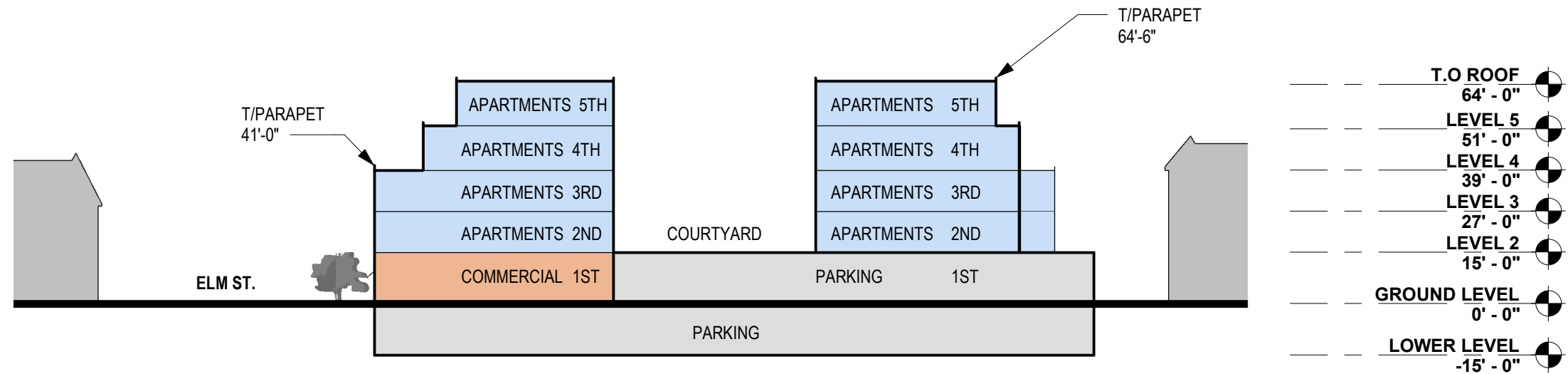
SCALE:



1 STACKING DIAGRAM - NORTHWEST AXONOMETRIC
SCALE:



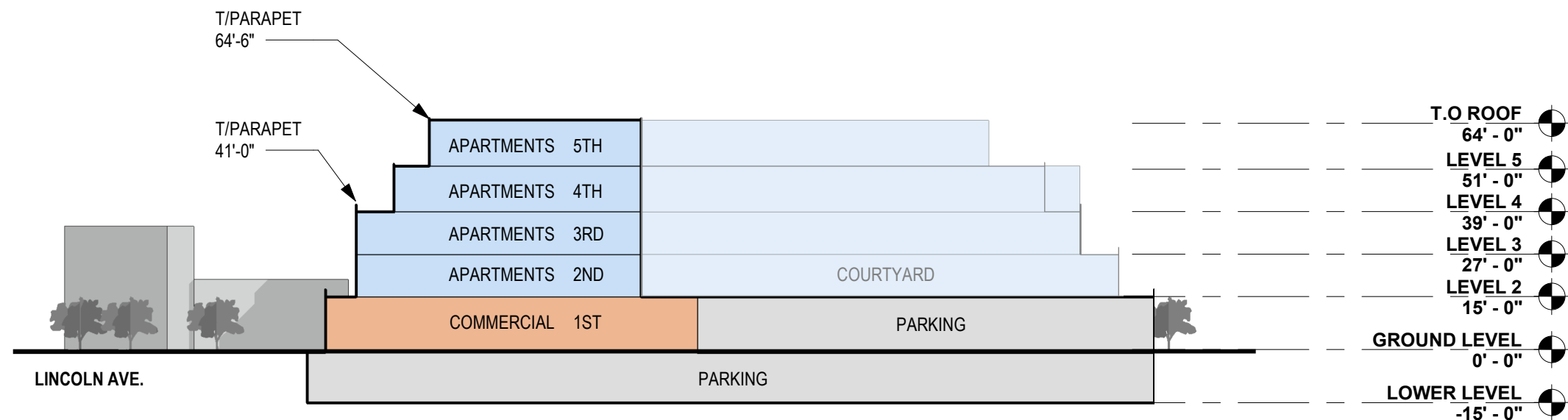
1 STACKING DIAGRAM - NORTHEAST AXONOMETRIC
SCALE:



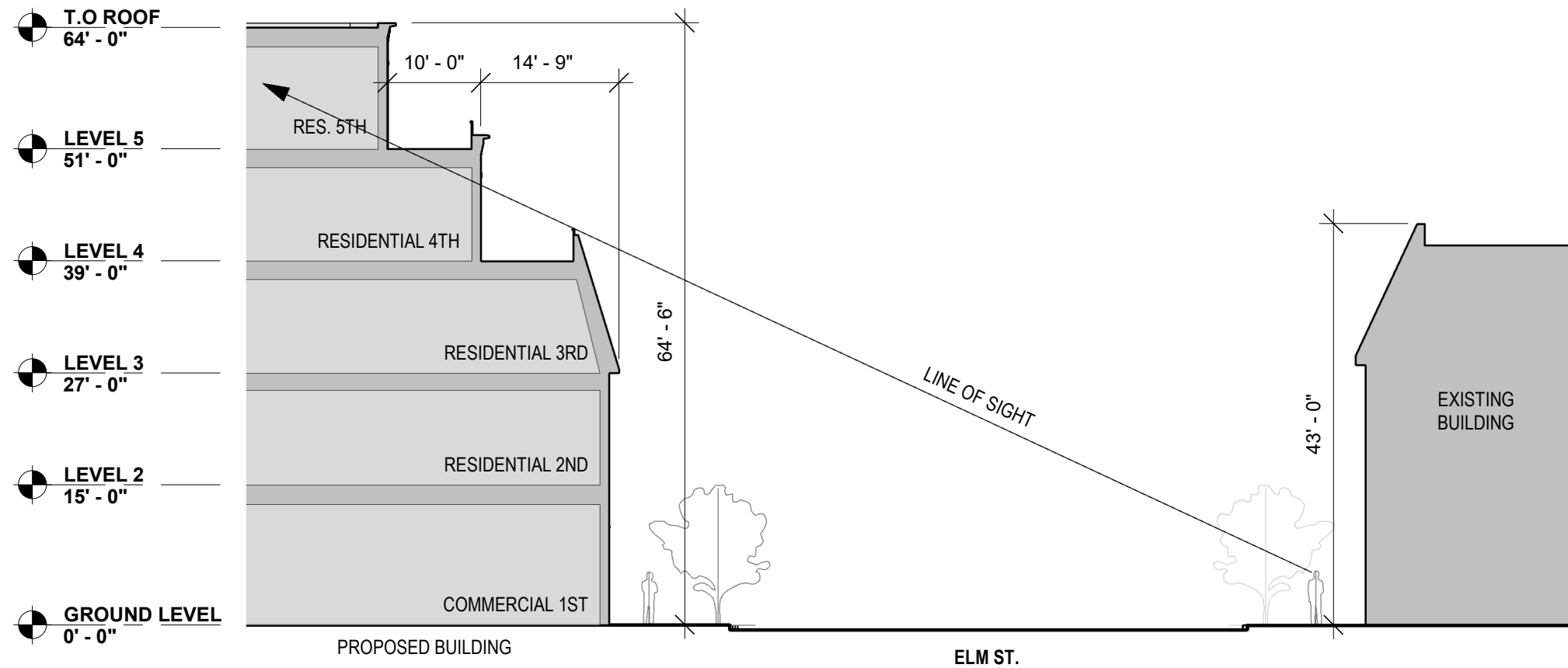
1 TRANSVERSE SECTION - FACING EAST
SCALE: 1" = 40'-0"

REQUIRED EXCEPTION

MAXIMUM HEIGHT
ALLOWED IS 45'



2 LONGITUDINAL SECTION - FACING NORTH
SCALE: 1" = 40'-0"



2 ELM ST. SECTION - FACING WEST
SCALE: 1/16" = 1'-0"





ELM ST. ELEVATION



OKW ARCHITECTS
600 W. Jackson, Suite 250
Chicago, IL 60661



ONE WINNETKA - MIXED USE DEVELOPMENT
ELM ST. & LINCOLN AVE., WINNETKA, IL
November 29, 2021 Project #: 21077



ENLARGED ELEVATION 1



ENLARGED ELEVATION 2

MINUTES EXCERPT WINNETKA VILLAGE COUNCIL REGULAR MEETING

December 7, 2021

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

1) Call to Order.

President Rintz called the meeting to order at 7:01 PM. Present: Trustees Robert Apatoff, Andy Cripe, Tina Dalman, Robert Dearborn and Kim Mancini. Absent: Trustee John Swierk. Also present: Village Manager Robert Bahan, Assistant Village Manager Kristin Kazenas, Village Attorney Peter Friedman, Deputy Village Clerk Berina Gradjan, Police Chief Marc Hornstein, Community Development Director David Schoon, Assistant Village Engineer Emily Grimm and approximately 11 persons in the audience.

9) New Business.

714-740 Elm Street & 511-515 Lincoln – Stonestreet Partners – Planned Development – Concept Plan Review

President Rintz reports that this is a concept review of a new proposed physical building and indicates that Council is not here to comment or disparage the developer and the team. President Rintz indicates that public comments are required to be limited toward the building and any comments related to development team are not permitted.

Community Development Director David Schoon briefly elaborates on the development process, confirming that currently, the project is at the concept plan review stage. Mr. Schoon states that the planned development process includes three major public review components, which is currently in the first component, and that Council will be able to provide any comments and suggestions on the proposed development. Comments given by Council are preliminary and Council will not be voting on any action.

David Schoon indicates that the comprehensive plan designates the subject property appropriate for mixed use land uses, zoned as C-2 General Retail Commercial consisting of 74 rental units, ranging from 1-3 bedrooms, first floor commercial space of about 18,000 sq ft and 158 parking spaces.

Jon Talty, of OKW Architects, confirms that CA Ventures is not part of the development plan, as requested to be spoken into record per Village Council.

Mr. Talty addresses Council, not only as a representative of the applicant, but also as a resident of Winnetka and former chairman of the Board of Fire & Police Commissioners. Mr. Talty states that he brings a dense knowledge of the community that he feels is particularly unique given that his firm has also been a great contributor to the Village and has an understanding of the community needs and expectations.

Reiterating Mr. Schoon's project briefing, Mr. Talty states that the property will be a five-story mixed use planned development site plan, a cross between commercial and

MINUTES EXCERPT WINNETKA VILLAGE COUNCIL REGULAR MEETING

December 7, 2021

residential use. The development will incorporate lower-level parking, grade level commercial space, and upper-level luxury rental properties. The number of units will be determined by the market demand.

Providing further detail of the site plan, Mr. Talty provides descriptive units of measure including recommended zoning variations per Village Staff, structure materials of the site, proposed amenity spaces provided for the residents such as terraces and a courtyard, and the overall impact the site will have on the community based on both the residential and commercial ends.

Mr. Talty believes that luxury rental within the community is important, offering continuity for the residents that have lived in Winnetka and grown weary of owning large homes. Believing that rentals come with an easier lifestyle rather than maintaining the responsibilities of home ownership, Mr. Talty strongly encourages Council to consider the benefits of such a development.

Public Comment:

Frank Petrik: Mr. Petrik appreciates the communication Village staff has had with the surrounding property owners of the proposed development site and informs Council of his observations regarding the released plans that may propose potential violations or concerns.

John Phalen: President of 7-Eleven Oak Street Corporation requests that Council encourages the developers to reach out so that their needs and wants can be heard.

Marc Hecht: Mr. Hecht, a resident of Winnetka, informs Council that he has seen no attempt to comply with Winnetka zoning and that the proposed development does not meet zoning requirements. Mr. Hecht states that such a proposal will wreck the West Elm business district. While parking has already been a factor, Mr. Hecht believes that there will be congestion concerns with parking. He encourages Council to require that any developer must oblige with strict compliance on zoning laws particularly height and set back restrictions, reflecting on the previous failure of the development due to compliance violations.

President Rintz addresses Mr. Hecht stating that the property owner, due to property rights, has a right to petition, however, that does not guarantee approval as the Village Council will make decisions they feel would be best for the community.

Deliberation between Village Council and Jon Talty further describes the details of the design construction of the proposed development elaborating on the number of parking spots per unit, construction plans including various set back requirements, and commercial plans including construction of retail spacing.

Trustee Cripe addresses the developers stating that the proposed development is too large in mass, violating the zoning code. Trustee Cripe indicates that the plans need to be

MINUTES EXCERPT WINNETKA VILLAGE COUNCIL REGULAR MEETING

December 7, 2021

sensitive to the community's needs and that the current scaling is too large in height and overall size for the Village. However, if the developers can redesign the development to comply with Winnetka's zoning and minimize the size, the developers can potentially proceed with the overall planning process. While the Council unanimously agrees that the sizing of the structure is too large in size, members do acknowledge that the facade of the development is particularly well planned.

President Rintz encourages the development team to reach out to Hadley School, 7-Eleven, Oak Street residents, and the residents along Maple Avenue, that will be impacted by the development to provide an opportunity for positive communication and feedback.

Members of Council indicate that with amending the design plans and decreasing the sizing of the proposed development, the development may still be eligible to move forward in the design process when it comes before Council at a future date.