

Winnetka Village Council
REGULAR MEETING
Village Hall
510 Green Bay Road
April 19, 2022
7:00 p.m.

AGENDA

- 1) Call to Order
- 2) Pledge of Allegiance
- 3) Quorum
 - a) May 3, 2022 Regular Meeting
 - b) May 5, 2022 Special Study Session
 - c) May17, 2022 Regular Meeting
- 4) Public Comment
- 5) Reports
 - a) 2022 Arbor Day Proclamation.....3
 - b) Mayors’ Monarch Pledge and Proclamation.....5
 - c) Environmental and Forestry Commission 2022 Green Awards.....7
- 6) Approval of Agenda
- 7) Consent Agenda
 - a) Approval of Village Council Minutes
 - i) April 5, 2022 Regular Meeting.....31
 - b) Approval of Warrant List dated March 22, 2022 – April 4, 2022.....35
 - c) Resolution No. R-36-2022 – Purchase of Pedestrian Crossing Signs (Adoption).....36
 - d) Resolution No. R-40-2022 – Approving Change Order No. 2 to the Contract with Maple Cable Construction, Inc. for Directional Boring Work (Adoption).....46
 - e) Resolution No. R-47-2022 – Winnetka Music Festival License Agreement (Adoption).....54
 - f) Resolution No. R-49-2022 – 2022-2023 Dutch Elm Disease Prevention Program (Adoption).....77

g) Resolution No. R-50-2022 – Winnetka Farmer's Market License Agreement (Adoption).....	95
h) Resolution No. R-51-2022 – Approving a Non-Exclusive Easement Agreement for Construction and Maintenance of Public Water Main (Adoption).....	111
8) Ordinances and Resolutions:	
a) Ordinance No. M-07-2022 – Amending a Special Use Permit and Variations for Playground Improvements at Hubbard Woods Elementary School, 1110 Chatfield Road (Introduction/Adoption).....	142
b) Ordinance No. M-08-2022 – Amending a Special Use Permit and Variations for Playground Improvements at Greeley Elementary School, 275 Fairview Avenue (Introduction/Adoption).....	241
c) Resolution No. R-52-2022 – Approving Amendments and Vacation of Easements in the Harza Subdivision (Adoption).....	317
9) Old Business:	
10) New Business:	
11) Appointments	
12) Closed Session	
13) Adjournment	

NOTICE

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

The Village of Winnetka, in compliance with the Americans with Disabilities Act, requests that all persons with disabilities who require certain accommodations to allow them to observe and/or participate in this meeting or have questions about the accessibility of the meeting or facilities, contact the Village ADA Coordinator, 510 Green Bay Road, Winnetka, Illinois 60093, 847-716-3543; T.D.D. 847-501-6041.



Agenda Item Executive Summary

Title: 2022 Arbor Day Proclamation

Presenter: Andrew Lueck, Village Forester

Agenda Date: 04/19/2022

Consent: YES NO

- | | |
|-------------------------------------|-------------------------|
| <input type="checkbox"/> | Ordinance |
| <input type="checkbox"/> | Resolution |
| <input type="checkbox"/> | Bid Authorization/Award |
| <input type="checkbox"/> | Policy Direction |
| <input checked="" type="checkbox"/> | Informational Only |

Item History:

The Village of Winnetka has been recognized as a Tree City USA by the Arbor Day Foundation for 29 consecutive years. The Village has issued an Arbor Day proclamation each of those years as a requirement for recognition.

Executive Summary:

The Village of Winnetka has been recognized as a Tree City USA by the Arbor Day Foundation for 29 consecutive years. Tree City USA is a program that recognizes a municipality's dedication to its urban forest. The program has four requirements:

1. Annual Arbor Day proclamation and observance
2. Tree care ordinance
3. Annual tree care budget of at least \$2 per capita
4. Tree board

By passing and reciting an official Arbor Day proclamation, Village officials demonstrate their support for the community tree program and help complete the requirements for becoming a Tree City USA.

Recommendation:

None.

Attachments:

1. 2022 Arbor Day Proclamation

ATTACHMENT 1

PROCLAMATION

WHEREAS, in 1872 J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and

WHEREAS, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and

WHEREAS, Arbor Day is now observed throughout the nation and the world, and

WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife, and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products, and

WHEREAS, trees, wherever they are planted, are a source of joy and spiritual renewal.

NOW THEREFORE, the Council of the Village of Winnetka do hereby proclaim April 29, 2022 as Arbor Day in the Village of Winnetka, and we urge all citizens to support efforts to protect our trees and woodland and to support our Village's urban forestry program.

Dated this _____ day of _____, 2022.

Village President



Agenda Item Executive Summary

Title: Mayors' Monarch Pledge and Proclamation

Presenter: Diana Puga, Public Works Analyst

Agenda Date:

04/19/2022

Consent:

YES

NO

Ordinance

Resolution

Bid Authorization/Award

Policy Direction

Informational Only

Item History:

The Village has adopted the National Wildlife Federation ("NWF") Mayors' Monarch Pledge and approved a proclamation honoring April 22, 2021 as Monarch Remembrance Day in the Village of Winnetka.

Executive Summary:

In 2020, the Environmental and Forestry Commission ("EFC") asked Village Council to consider signing the NWF Mayors' Monarch Pledge and adopt a proclamation announcing the Village's intent to take action to improve and support the habitat of monarch butterflies. Village Council subsequently approved the Pledge on November 3, 2020. As part of its on-going commitment under the Pledge, the Village must complete at least three action items out of the 25 possible items identified by the NWF to support and promote monarch butterfly conservation, including adopting a proclamation to raise awareness. The EFC recommends that Village Council approve the 2022 Monarch Remembrance Day Proclamation in support of this action item.

In addition to this item, in 2022, the EFC will be completing the following specific action items: (1) maintain native milkweed and nectar producing plants in public community gardens, and (2) display educational signage at monarch gardens and pollinator habitat beyond monarch demonstration gardens.

Recommendation:

The Village's Environmental & Forestry Commission recommends that the Village Council adopt the National Wildlife Federation Mayors' Monarch Butterfly Proclamation.

Attachments:

1. Mayors' Monarch Butterfly Proclamation

ATTACHMENT 1

PROCLAMATION

WHEREAS, the monarch butterfly is an iconic North American species whose multigenerational migration and metamorphosis from caterpillar to butterfly has captured the imagination of millions of Americans; and

WHEREAS, the count in 2017 western monarchs, which over winters in California, reached a historic low of fewer than 29,000 butterflies — down from 1.2 million, two decades previously, and falling below the predicted extinction threshold. The population failed to rebound in 2019, maintaining just 29,000 individual butterflies

WHEREAS, 20 years ago, more than one billion Eastern monarch butterflies migrated to Mexico, but in the winter of 2014, only 60 million made the trip; and

WHEREAS, every citizen of Winnetka can make a difference for the monarch by planting pollinator attracting native plants to provide habitats for the monarchs and other pollinators in locations where people live, work, learn, play and worship; and

WHEREAS, on behalf of the people of Winnetka who are already planning on creating healthy habitats for these magnificent butterflies, the Village Council is honored to lead the way by signing the National Wildlife Federation’s Mayors’ Monarch Pledge; and we encourage other officials across the United States and neighboring countries to take a stand with us so that the monarch butterfly will once again flourish across the continent.

NOW THEREFORE, the Council of the Village of Winnetka do hereby proclaim April 22, 2022 as Monarch Remembrance Day in the Village of Winnetka.

Dated this _____ day of _____, 2022.

Village President



Agenda Item Executive Summary

Title: Environmental and Forestry Commission 2022 Green Awards

Presenter: Charles Dowding, Chair of the Environmental and Forestry Commission

Agenda Date: 04/19/2022

Consent: YES NO

- | | |
|-------------------------------------|-------------------------|
| <input type="checkbox"/> | Ordinance |
| <input type="checkbox"/> | Resolution |
| <input type="checkbox"/> | Bid Authorization/Award |
| <input type="checkbox"/> | Policy Direction |
| <input checked="" type="checkbox"/> | Informational Only |

Item History:

As part of the Village's commitment to sustainability, the Environmental and Forestry Commission (EFC) has administered the annual Green Awards program for the past five years. The program recognizes individuals, properties, and households within the community that demonstrate exceptional commitment to sustainable and environmentally-friendly practices.

Executive Summary:

Green Award recipients are chosen based on the following award categories: Green Buildings, Recycling/Waste Reduction, Land, Air, Water/Stormwater, Energy, and Sustainable Communities. This year, the award will be presented to the Hadley Institute for the Blind and Visually Impaired and the Winnetka Public Works Department.

The Hadley Institute for the Blind and Visually Impaired was selected for its efforts in Land, Leadership and Water/Stormwater. In 2021, Hadley re-designed their gardens with native plant species which replicated environments from across Illinois including woodlands, bluffs, prairies and others. Additionally, the space includes new sensory elements which allow all staff and visitors to have an independent, wayfinding experience. Finally, a crushed granite walkway was installed to guide rainwater away from the building and aid in alleviating the historical stormwater issues the facility has faced.

The Winnetka Public Works Department was selected for its efforts in Energy and Municipal Operations. In 2022, the Public Works Department converted a total of 149 compact fluorescent light (CFL) fixtures to LED at the Public Works Maintenance Yards Facility. The 140 larger fixtures reduced the wattage from 128 to 29 watts, while the nine smaller remaining fixtures reduced the wattage from 64 to 29 watts. The switch from CFL fixtures to LED fixtures reduced the total wattage by 14,715 watts.

Recommendation:

Acknowledge 2021-2022 Green Awards to Hadley Institute for the Blind and Visually Impaired and the Winnetka Public Works Department.

Attachments:

1. Hadley Institute for the Blind and Visually Impaired Green Award Application
2. Winnetka Public Works Green Award Application



ATTACHMENT 1

VILLAGE OF WINNETKA ENVIRONMENTAL AND FORESTRY COMMISSION

- Chuck Dowding, Chairperson
- Elizabeth Kunkle, Commissioner
- Rosann Park-Jones, Commissioner
- Barry Sylvester, Commissioner
- David Varca, Commissioner
- Ted Wynnychenko, Commissioner
- Patrick Hanley, Commissioner
- Kim Mancini, Trustee Representative
- Marcus Buccellato, Student Representative
- Scarlett Harper, Student Representative

GREEN AWARD NOMINATION

Green Awards were developed by the Village’s Environmental and Forestry Commission to recognize properties, households, and businesses that demonstrate exceptional commitment to sustainable and environmentally-friendly practices within the Village of Winnetka.

Please complete the following information to nominate a property within Winnetka for a Green Award:

Property Address: 700 Elm Street

Owner: Hadley

Owner’s Phone and E-mail: Mary Nelson 847-784-2764 maryn@hadley.edu

1. **Award Category** (check all that apply):

- Climate:** Projects that reduce greenhouse gas emissions, maintain clean and healthful air, and develop resiliency to climate change impacts.
- Economic Development:** Project that promote innovation and cultivate local and sustainable development, jobs and businesses.
- Energy:** Projects that reduce energy output such as increasing efficiency or utilizing renewable energy.
- Land:** Projects that conserve, utilize or restore existing land (e.g., native plants).
- Leadership:** Projects that work collaboratively towards a sustainable region or advocate for policies that align with sustainable practices.



VILLAGE OF WINNETKA

- Mobility:** Projects that support safe, effective, and efficient transportation that uses resources wisely, integrate sustainability into transportation policies, programs and regulation, or promote public and sustainable transportation choices.
- Municipal Operations:** Projects that lead by demonstrating sustainable values and practices, integrate sustainability into all municipal operations, operate a safe, clean and efficient fleet, collect and manage data to advance sustainability.
- Sustainable Communities:** Projects that promote cultural vibrancy in the community; foster a culture of health, safety and wellness; increase access to sustainably grown local food; promote a sustainable identity for the community; or cultivate community values based on principles of sustainability.
- Water/Stormwater:** Projects that filter stormwater runoff or store stormwater on property such as bioswales, rain gardens or rain barrels.
- Waste & Recycling:** Projects that substantially reduce waste or use of recycled material. Such projects may include use of a composter, reusing recycled materials or diverting waste from landfills.
- Innovation/Other:** All other projects that do not fit into an above category.

2. **Property Type** (check one):

- Private
- Commercial
- Public

3. **Brief Description of the Project and Benefits** (use extra pages if needed):

Please refer to email with project objectives, sketches, plant list, photos and video.

4. **Approximate Date of Project Completion:** September 2021



5. Name, Address, Phone Number and Email of Nominator: Mary Nelson, Hadley
700 Elm Street, 847-784-2764, maryn@hadley.edu

6. Photos Enclosed

7. Signature of Nominator: _____

8. Signature of Property Owner: _____

Please send this form with photos attached and other documentation, or direct questions, to:

Diana Puga, Public Works Analyst
1390 Willow Road, Winnetka, IL 60093
(847) 716-3550 or dpuga@winnetka.org

Guidelines:

- You can nominate your own property or as many projects as you like, as long as you get the owner's signature.
- The project must have been completed within the past 5 years.
- Commercial, public, or private properties are eligible.
- All applications are reviewed and awarded by members of the Environmental and Forestry Commission.
- Deadline for application is February 28, 2022. Awards are announced at the Village Council meeting closest to April 22nd (Earth Day).

Award Criteria:

Applications will be evaluated by the Village of Winnetka Environmental and Forestry Commission based on how well the projects or initiatives meet the following criteria:

- Positive Impact - The project must have a meaningful and demonstrable impact in Winnetka by helping protect the environment or enhance the quality of life for residents.
- Embraces Innovation/Creativity - The project should reflect a new concept, technology, or practice in Winnetka and should employ new ideas in the industry.
- Overcomes Challenges - The project should explain what challenges were overcome.
- Transferable - The project should be able to be replicated by others in similar situations.
- Demonstrates Initiative - The project should reflect how the individual or group took action to move sustainability forward in their position or community.

Hadley Garden 2020-2021 Plants

(Beginning at the 'Visitor Parking' gravel path entrance)

Key:

- =Trees and shrubs
 - =Perennials and grasses
- Italicized names are botanic/Latin names for ID*
Items in () are more common names
-

Front West:

- *Amelanchier x grandiflora* 'Autumn Brilliance' (Copse of 3 tree-form Serviceberry)
- *Pinus pumila* 'Blue Dwarf' (Dwarf Blue Siberian Pine)
- *Cephalanthus occidentalis* 'Sugar Shack' (Dwarf Button Bush)
- *Cornus sericea* 'Artic Fire' (Artic Fire Red Osier Dogwood)
- *Hydrangea paniculata* 'Little Quickfire' (Dwarf Panicle Hydrangea)
- *Thujaopsis dolobrata* (Hiba or Elkhorn Cypress)
 - *Allium* 'Millennium'
 - *Amsonia hubrichtii* (Bluestar)

Front East:

- *Hydrangea paniculata* 'Little Quickfire' (Dwarf Panicle Hydrangea)
- *Rhododendron yakushimanum* 'Dorothy Swift'
- *Thujaopsis dolobrata* (Hiba or Elkhorn Cypress)
- *Ginkgo biloba* 'Goldspire' (Columnar Ginkgo)
- *Acer pennsylvannica* (Snakeskin or Moosewood Maple)
- *Cryptomeria japonica* 'globosa' (Dwarf Globe Japanese Cedar)
- *Aesculus parviflora* (Bottlebrush Buckeye shrubs)
- *Sciadopitys verticillata* (Umbrella Pine)
- *Cercis canadensis* 'The Rising Sun' (Gold-leafed Redbud)
 - *Allium* 'Millennium'
 - *Sporobolus heterolepis* 'Tara' (Prairie Dropseed)
 - *Carex pennsylvanica* (Carex)
 - *Astilbe x* 'Superba' (Tall summer Astilbe)

Courtyard East:

- *Comptonia peregrine* (Fragrant Sweetfern)
- *Syringa* 'Bloomerang' (Dwarf repeat blooming Lilac)
- *Hamamelis x intermedia* 'Arnold Promise' (Witch hazel tree grafted on *Parrotia persica*)
- *Fagus sylvatica* 'Dawyck Purple' (Purple European Beech 'Wall')
- *Pinus x schwerinii* 'Dwarf Wiethorst' Pine (Heavy cone-set, with soft blue-green needles)
 - *Schizachyrium scorparium* 'Blue Arrow' (Dwarf Bluestem)
 - *Calamagrostis x acutiflora* 'Karl Foerster' (Feather Reed Grass)
 - *Alchemilla mollis* (Lady's Mantle)

Bonsais:

- *Picea pungens* (Dwarf Blue Spruce)
- *Tsuga canadensis* 'Jervis' (Dwarf Hemlock)
- *Chamaecyparis pisifera* 'Aurea' (Gold Mop Cypress)
- *Picea orientalis* (Dwarf Oriental Spruce)
- *Chamaecyparis obtusa* 'Templehof' (Dwarf Hinoki Cypress)

Courtyard Central:

- *Magnolia virginiana* (Sweetbay Magnolia)
- *Thuja occidentalis* 'Degroot Spire' (Arborvitae)
 - *Heuchera villosa* (Hairy Alum Root)
 - *Thalictrum rochenbrunianum* 'Lavender Mist' (Meadow Rue)
 - *Polystichum mutinum* (Sword Fern)

Courtyard Building:

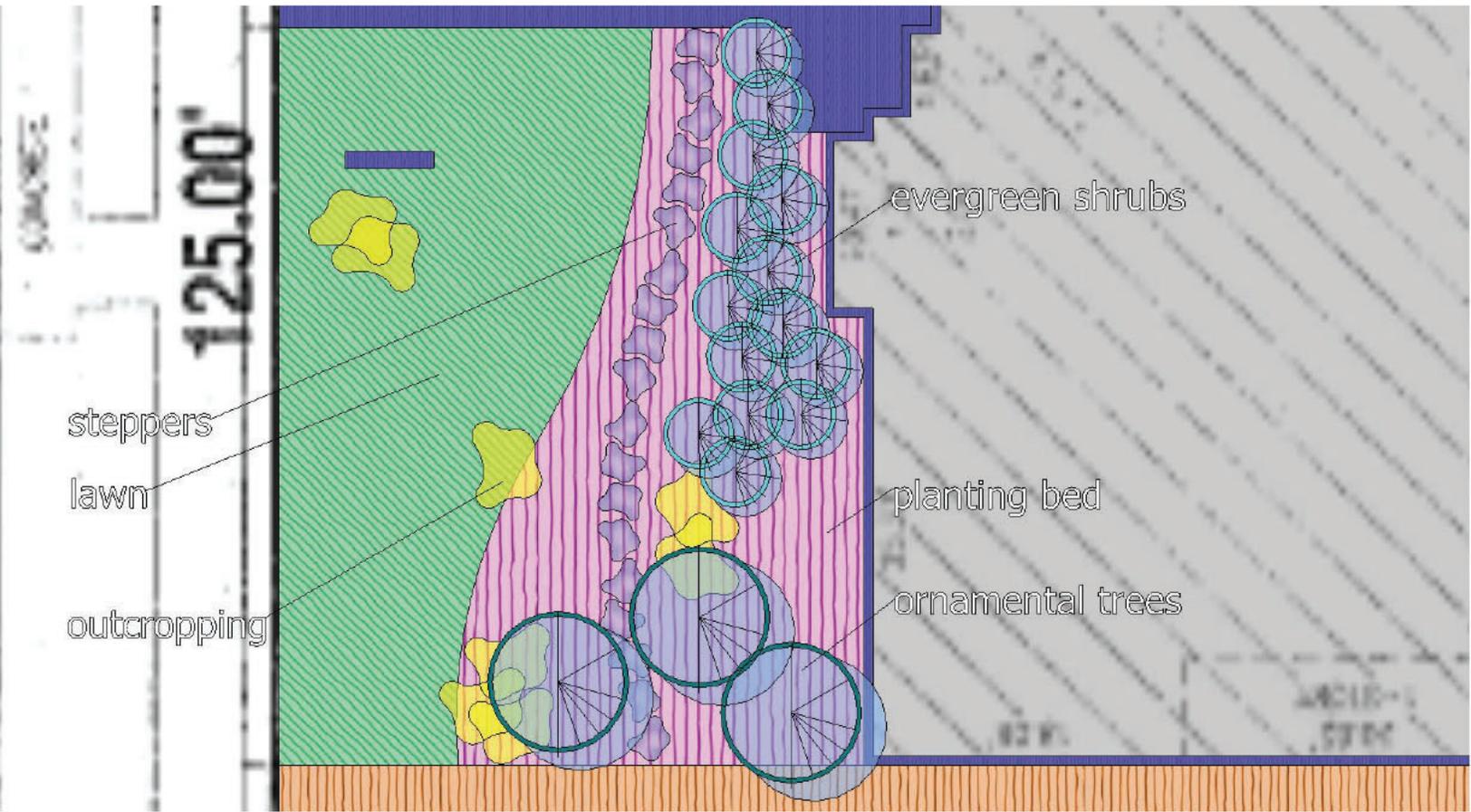
- *Taxus cuspidata* 'Amersfoort' (Yew)
- *Acer palmatum* "Ryusen" (Green Large-leafed Japanese Maple)
- *Larix kaempferi* 'Diana' (Contorted Larch)
- *Pinus strobus pendula* (Weeping White Pine)
 - *Stachys byzantina* (Lambs Ears)
 - *Bergenia* 'Sunfur'

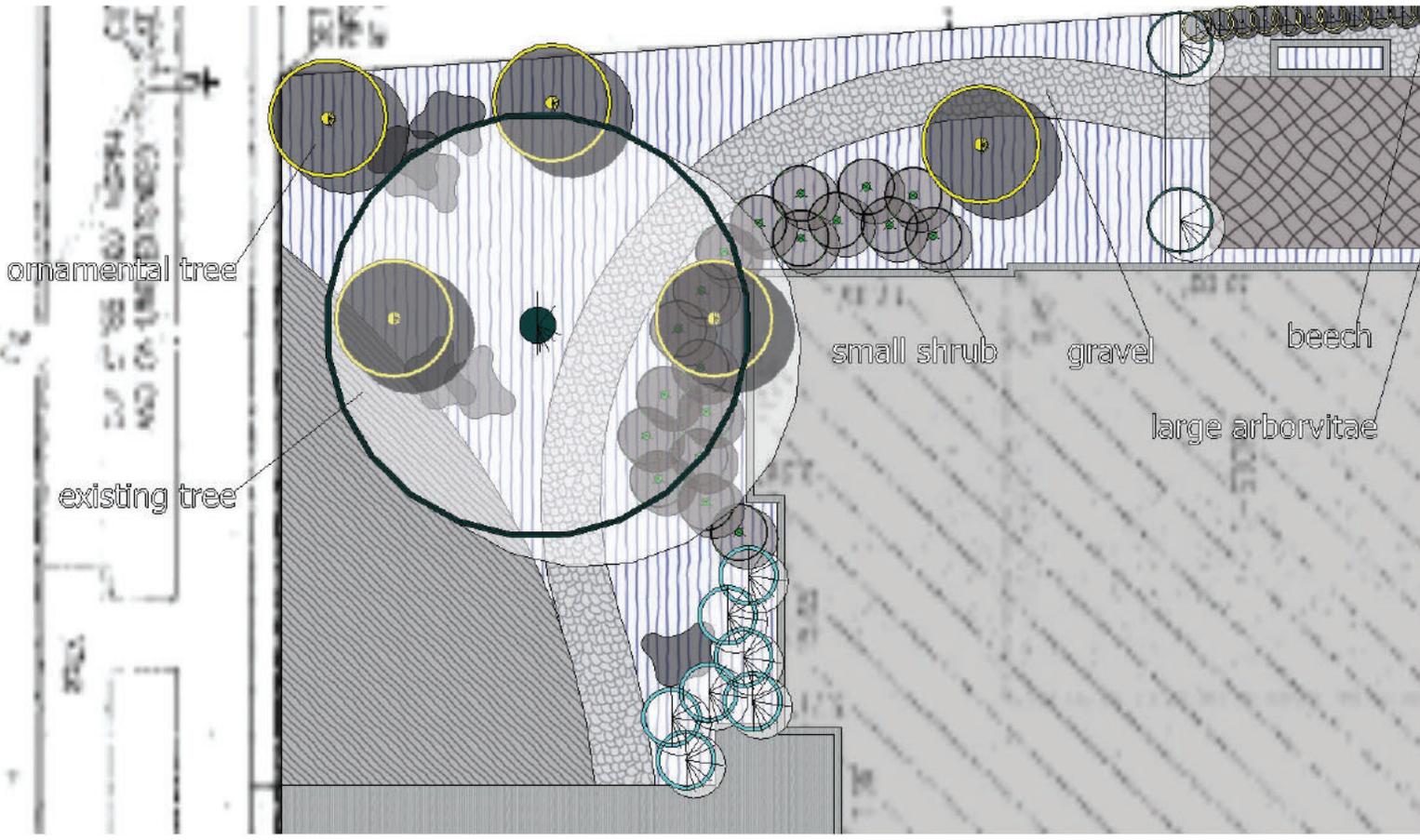
Courtyard Waterfall:

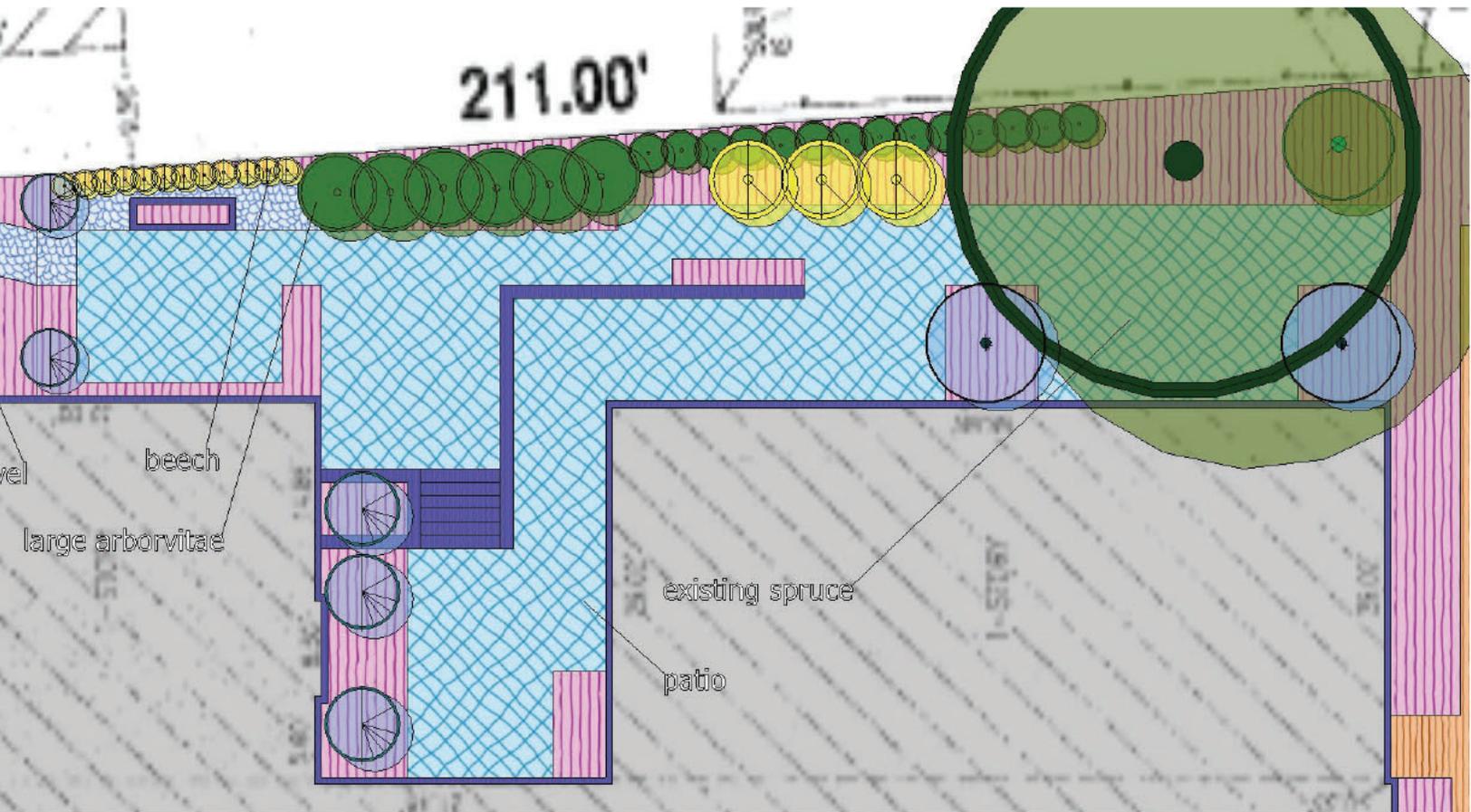
- *Juniperus chinensis* 'Trautman' (Juniper)
- *Cercidiphyllum japonica* (Japanese Katsura)
- *Cephalanthus occidentalis* 'Sugar Shack' (Dwarf Button Bush)
- *Cornus alternifolia* 'Aurea' (Golden Pagoda Dogwood)
- *Hydrangea quercifolia* 'Snowflake' and 'Snow Queen' (Oakleaf Hydrangeas)
- *Amelanchier x grandiflora* 'Autumn Brilliance' (Tree-form Serviceberry)
- - *Astilbe*
 - *Hosta*
 - *Hellebore*
 - *Pulmonaria*
 - *Gentiana*
 - Celadine Poppies
 - Bleeding heart
 -

South Pollinator:

- *Cotoneaster adpressus* 'Tom Thumb' (Dwarf Creeping Cotoneaster)
- *Hydrangea paniculata* 'Little Quickfire' (Dwarf Panicle Hydrangea)
 - 25 'Hameln' Fountain Grass (Dwarf Fountain grass at W foundation of Building)
 - 6 Tall Black-eyed Susan (Along W foundation of Building)
 - Working with the Guild to add more in 2022









Presentation to the Garden Guild of Winnetka







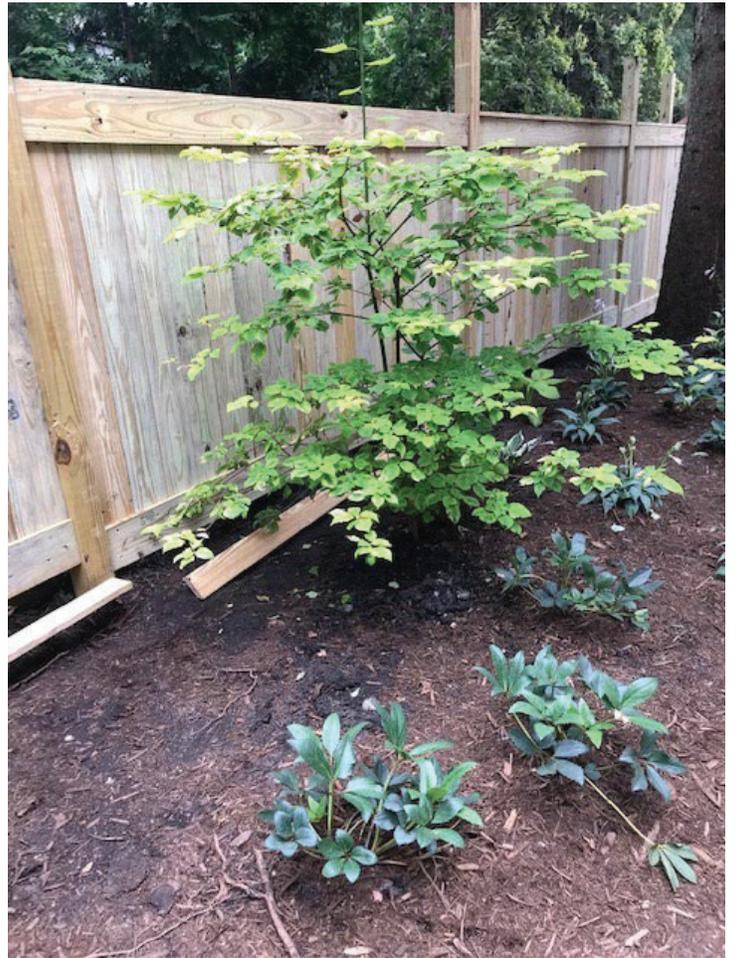














ATTACHMENT 2

VILLAGE OF WINNETKA ENVIRONMENTAL AND FORESTRY COMMISSION

Chuck Dowding, Chairperson
Elizabeth Kunkle, Commissioner
Rosann Park-Jones, Commissioner
Barry Sylvester, Commissioner
David Varca, Commissioner
Ted Wynnichenko, Commissioner
Patrick Hanley, Commissioner
Kim Mancini, Trustee Representative
Marcus Buccellato, Student Representative
Scarlett Harper, Student Representative

GREEN AWARD NOMINATION

Green Awards were developed by the Village's Environmental and Forestry Commission to recognize properties, households, and businesses that demonstrate exceptional commitment to sustainable and environmentally-friendly practices within the Village of Winnetka.

Please complete the following information to nominate a property within Winnetka for a Green Award:

Property Address: 1390 Willow Rd, Winnetka, IL 60093

Owner: Village of Winnetka

Owner's Phone and E-mail: (847) 716-3568; gmclean@winnetka.org

1. **Award Category** (check all that apply):

- Climate:** Projects that reduce greenhouse gas emissions, maintain clean and healthful air, and develop resiliency to climate change impacts.
- Economic Development:** Project that promote innovation and cultivate local and sustainable development, jobs and businesses.
- Energy:** Projects that reduce energy output such as increasing efficiency or utilizing renewable energy.
- Land:** Projects that conserve, utilize or restore existing land (e.g., native plants).
- Leadership:** Projects that work collaboratively towards a sustainable region or advocate for policies that align with sustainable practices.

Revised 12/2/2022



- Mobility:** Projects that support safe, effective, and efficient transportation that uses resources wisely, integrate sustainability into transportation policies, programs and regulation, or promote public and sustainable transportation choices.
- Municipal Operations:** Projects that lead by demonstrating sustainable values and practices, integrate sustainability into all municipal operations, operate a safe, clean and efficient fleet, collect and manage data to advance sustainability.
- Sustainable Communities:** Projects that promote cultural vibrancy in the community; foster a culture of health, safety and wellness; increase access to sustainably grown local food; promote a sustainable identity for the community; or cultivate community values based on principles of sustainability.
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- Waste & Recycling:** Projects that substantially reduce waste or use of recycled material. Such projects may include use of a composter, reusing recycled materials or diverting waste from landfills.
- Innovation/Other:** All other projects that do not fit into an above category.

2. **Property Type** (check one):

- Private
- Commercial
- Public

3. **Brief Description of the Project and Benefits** (use extra pages if needed): _____

The Village of Winnetka Public Works Department replaced 149 CFL light fixtures to LED light fixtures in the Public Works Maintenance Yards Facility. The switch from CFL to LED will reduce the wattage by 14,715 watts. 140 fixtures reduce the wattage from 128 to 29, smaller fixtures also reduce the wattage from 64 to 29.

4. **Approximate Date of Project Completion:** The project is substantially completed, will be officially completed by March 15, 2022.



5. Name, Address, Phone Number and Email of Nominator: _____
Diana Puga, 1390 Willow Rd, (847) 716-3550, dpuga@winnetka.org

6. Photos Enclosed

7. Signature of Nominator: _____

8. Signature of Property Owner: _____

Please send this form with photos attached and other documentation, or direct questions, to:

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1390 Willow Road, Winnetka, IL 60093
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- Overcomes Challenges - The project should explain what challenges were overcome.
- Transferable - The project should be able to be replicated by others in similar situations.
- Demonstrates Initiative - The project should reflect how the individual or group took action to move sustainability forward in their position or community.



Before



After



Before



After



Before



After



Before



After



Before



After



Before



After

MINUTES
WINNETKA VILLAGE COUNCIL
REGULAR MEETING
April 5, 2022

(Approved: xx)

A record of a legally convened regular meeting of the Council of the Village of Winnetka, which was held at Council Chambers on Tuesday, April 5, 2022, at 7:00 PM.

- 1) Call to Order. President Rintz called the meeting to order at 7:03 PM. Village Manager Bahan called the roll. Present: Trustees Robert Apatoff (remote), Andy Cripe, Tina Dalman, Bob Dearborn, Kim Mancini, and John Swierk. Absent: None. Also present: Deputy Village Clerk Berina Gradjan, Village Attorney Braeden Lord, and approximately 9 persons in the audience.

President Rintz confirms that Trustee Apatoff has provided the required notice that he is unable to attend the regular meeting due to work obligations. The Village's policy provides that Trustee Apatoff may participate remotely unless 2/3 of the Council objects. With no objections, Trustee Apatoff participated remotely fully in the meeting.

- 2) Pledge of Allegiance. President Rintz led the group in the Pledge of Allegiance.
- 3) Quorum.
 - a) April 12, 2022 Study Session. All of the Council members present said they expect to attend. Trustee Apatoff and Trustee Cripe stated that they will not be present.
 - b) April 19, 2022 Regular Meeting. All of the Council members present said they expect to attend. Trustee Apatoff stated that he would be out of the area for business purposes and may request to participate remotely.
- 4) Public Comment. None.
- 5) Reports:
 - a) Trustees. None.
 - b) Attorney.
 - i) Village Attorney Braeden Lord informs Council and the public that he will be filling in for Village Attorney Peter Friedman.
(Trustee Swierk arrived at 7:07 PM)
 - c) Village Manager.
 - i) Village Manager Rob Bahan informs Council that staff has been monitoring the Illinois legislative session and that the Village is still advocating for the full restoration of the local government distributive fund.
 - d) Village President.
 - i) President Rintz, Director of Engineering Jim Bernahl, and Mike Walden met with the Army Corps regarding their request for alternative designs related to the Forest

Preserve and Golf Course sites and to determine jurisdiction of authority on the Golf Course site. Strand Associates and U.S. Fish and Wildlife Service are currently analyzing the proposed plans for the stormwater project.

President Rintz met with the Village President of Kenilworth, Cecily Kaz, to discuss an approach for a jurisdictional transfer on Green Bay Road with IDOT. President Rintz and President Kaz spoke on matters related to public safety services in town.

Trustee Dearborn was selected to act as an informal liaison for the Green Bay Trail and coordinate planning efforts.

e) 2021 Landmark Preservation Commission Preservation Awards

Jack Coladarci, Landmark Preservation Commission Chair, reflects on the homeowners that have restored their homes to a higher level aiding in the preservation of the historic characteristics of the Village. Mr. Coladarci thanks the homeowners for their efforts in making their homes visually and historically worthwhile. Mr. Coladarci takes a moment to recognize the LPC members for their work and credits the Council for amending the Ordinance to aid in the preservation process. Homeowners may be awarded one of the three award categories; restoration, rehabilitation, and new construction. Dan and Alicia Waters of 463 Willow Road were presented the rehabilitation award. Anita and Stephen Livaditis of 969 Hill Road were presented the rehabilitation award. Matt and Rebecca Curry-Edwards of 942 Tower Road were presented the rehabilitation award. Sonia and Michael Esler of 633 Garland were presented the rehabilitation award.

Village Council commends the homeowners on their passion, thoughtful approach, and extraordinary efforts on preserving and modernizing their homes.

President Rintz thanks the homeowners for all of their hard work, acknowledging the effort that is needed to complete these projects and commends the architects that complete the work in great detail.

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

7) Consent Agenda

a) Village Council Minutes.

- i. March 8, 2022, Study Session
- ii. March 10, 2022 Special Closed Session
- iii. March 15, 2022 Regular Meeting

b) Approval of Warrant List dated March 8, 2022 – March 21, 2022 in the amount of \$1,361,425.03.

c) Resolution No. R-41-2022 – Approving Change Order No. 1 to a Contract with A. Lamp Concrete, Inc. for the Construction of Streetscape Phase 4 (Adoption)

d) Resolution No. R-42-2022 – Sanitary Manhole Rehabilitation (Adoption)

e) Resolution No. R-43-2022 – 2022 Sidewalk and Curb Replacement Program (Adoption)

f) Resolution No. R-44-2022 – Approving Agreement with Multisystem Management Company for Custodial Services (Adoption)

- g) Resolution No. R-45-2022 – Approving a Settlement Agreement with Standard Equipment Company Regarding a Leaf Collector (Adoption)
- h) Resolution No. R-46-2022 – Approving a Contract with Halloran and Yauch for RPZ and Irrigation Services (Adoption)
- i) Resolution No. R- 48-2022 – Waiving Bidding Requirements and Awarding a Contract to Illinois Pump, Inc. for the Repair of a Low Lift Pump (Adoption)

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

8) Ordinances and Resolutions:

- a) Ordinance No. M-6-2022 – Authorizing the Disposition of Surplus Personal Property Owned by the Village of Winnetka (Introduction/Adoption)

Public Works Director Gio McLean informs Council of the annual review of equipment that has reached the end of its useful life and requires Council’s approval for disposal.

Trustee Mancini questions how the disposal process works and if there is secondhand use for the equipment. Gio McLean indicates that some items are recycled whereas some items have parts that are reused. Certain equipment is eligible to be posted on an online bidding service, allowing for the general fund to be credited for the sales of the items.

Trustee Swierk, seconded by Trustee Dalman, moved to waive introduction of Ordinance No. M-6-2022. By voice vote, the motion carried

Trustee Mancini, seconded by Trustee Dalman, moved to adopt Ordinance No. M-6-2022. By roll call vote, the motion carried. Ayes: Trustees Apatoff, Cripe, Dalman, Dearborn, Mancini, and Swierk. Nays: None. Absent: None.

Ordinance No. R-38-2022 – Council Chambers AV Upgrade Contract (Adoption)

Assistant Village Manager Kristin Kazenas informs Council that the 2022 budget contains funding for a replacement and upgrade of the A/V system. The new system will include HD audio and video as well as ADA compliant hearing loop. Staff retained a technical consultant to assist with the upgrade process and analysis of proposals received. Kristin Kazenas indicates that the chosen bidder, AVI Systems, was selected due to the familiarity and experience of municipal installations and support. While the upgrade is being completed, public meetings will be temporarily relocated to the Police Department.

Trustee Dalman questions why there has been a low number of bids received. Kristin Kazenas confirms that this is due to supply chain issues, inability of work being completed within the fiscal year, and labor shortages.

Trustee Swierk questions the contingency of the budget related to future technical issues of the A/V system. Kristin Kazenas confirms that the budget does factor in contingency components.

President Rintz requests more information regarding the ADA component of the A/V upgrade. Kristin Kazenas confirms that the upgrade will feature an ADA compliant system that will be installed under the carpet. The upgrade will work with radio frequencies to accommodate older technology as well as with wifi and will be compatible with mobile devices.

Trustee Apatoff questions whether or not AVI Systems will be accessible in the coming years. Kristin Kazenas confirms that staff has done reference checks and is a national company that will be able to support the system long term.

Trustee Cripe, seconded by Trustee Mancini, moved to adopt Resolution No. R-38-2022. By roll call vote, the motion carried. Ayes: Trustees Apatoff, Cripe, Dalman, Dearborn, Mancini, and Swierk. Nays: None. Absent: None.

9) Old Business. None.

10) New Business. None.

11) Appointments. None.

12) Adjournment. Trustee Swierk, seconded by Trustee Dalman, moved to adjourn the meeting. By roll call vote, the motion carried. Ayes: Trustees Apatoff, Cripe, Mancini, and Swierk. Nays: None. Absent: Trustee Swierk. The meeting adjourned at 7:47 PM.

Recording Secretary



Agenda Item Executive Summary

Title: Approval of Warrant Lists

Presenter: Robert M. Bahan, Village Manager

Agenda Date:

04/19/2022

Consent:

YES

NO

Ordinance

Resolution

Bid Authorization/Award

Policy Direction

Informational Only

Item History:

None.

Executive Summary:

The Warrant List dated March 22, 2022 - April 4, 2022.

Recommendation:

Consider approving the Warrant List dated March 22, 2022 - April 4, 2022.

Attachments:

None.



Agenda Item Executive Summary

Title: Resolution No. R-36-2022: Purchase of Pedestrian Crossing Signs (Adoption)

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

Agenda Date: 04/19/22

Consent: YES NO

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

Item History:

- Summer 2021 Public Works installed Rapid Flashing Pedestrian Crossing Signs at the intersections of (Willow Road and Provident Avenue), (Hibbard Road and Cherry Street) and (Hibbard Road and Spruce Street).
- Approved FY2022 Budgeted purchase; Account No. 100.30.01-543, \$32,000.

Executive Summary:

As part of the Village's commitment to improving pedestrian safety, alternative options to enhance public safety for pedestrians crossing heavily traveled roadways was investigated. One option chosen was the placement of Rapid Flashing Beacons Systems. These systems consist of the placement of two rectangular pedestrian crossing signs, LED rectangular rapid flashing beacon panel, powered by solar energy. Pedestrians activate the flashing system by pressing an circular activation button on the respective post. This enables the LED lights on the beacon panel to flash quickly alerting motorists that a pedestrian is at the intersection, and their intention is to cross the roadway. Signs and rapid flashing beacon panels are orientated to the respective flow of traffic.

Flashing pedestrian signs, meeting Village requirements, are designed to be installed at strategic locations, where pedestrian crossings are located near roadways with higher volumes of vehicular traffic, and are not intended to replace standard residential pedestrian crossing signs or near parks.

In the summer of 2021 the Public Works Department purchased three sets of rapid flashing pedestrian signs. The first three sets of rapid flashing pedestrian crossing signs were installed at the intersections of (Willow Road and Provident Avenue), (Hibbard Road and Cherry Street) and (Hibbard Road and Spruce Street). The initial purchase of rapid flashing signs was from Lightguard Systems who is the sole source provider for the lighting bundle purchase.

The original purchase included a pair of rectangular pedestrian crossing signs, a pair of LED rectangular rapid flashing beacon panels, two pedestrian push buttons, master controller, and solar panels to power the units. After the installation the Village received comments from residents looking to enhance these signs so they would be more visible on both sides of the street in both directions. Staff reached out to the manufacturer to understand if the system could be retrofitted to provide the enhancements requested. The manufacturer confirmed that this was possible but it would require the upgrading of the master controller and solar panel to provide the additional electrical power supply.

Executive Summary (continued):

The manufacturer provided a proposal to retrofit the newly installed signs at a price of \$9,850 per location. In addition, the manufacturer also provided a price for the installation of a new pair of rapid flashing signs with the new enhancements for a price of \$12,700 per location.

The Village had allocated \$32,000 as part of the approved FY2022 budget for the purchase of four new pairs of rapid flashing signs to be placed at various locations (TBD). With the proposed enhancements and the Village's prior commitment to place a these signs at the intersection of Willow Road and Rosewood Avenue, staff is instead recommending the purchase of three retrofit kits and one new updated set of rapid flashing signs for an amount not to exceed \$42,250.

It is the desire of the Village to maintain a consistent technology for the future signs locations and for this reason is recommending for consideration the purchase from this sole source vendor. Due to the current economy there is a 12 to 14 weeks lead time for the obtainment of these materials. The Public Works Department anticipates the placement of these signs later in the summer.

The FY22 Approved Public Works "Public Property Maintenance" account (100.30.01-543) was approved for a total amount of \$437,3000. Staff believes that it will be able to work within this limit to absorb the additional \$10,250 cost for this purchase. Staff is recommending that the Council consider awarding this sole source purchase of three retrofit kits and one new updated set of rapid flashing solar powered signs to Lightguard Systems for an amount not to exceed \$42,250.

Recommendation:

Consider adopting Resolution No. R-36-2022, approving proposal from Lightguard Systems for the purchase of four pairs of Rapid flashing Beacon Pedestrian Crossing signs for an amount not to exceed \$42,250.

Attachments:

1. Resolution No. R-36-2022: Waiving Bidding and Approving the Purchase of Pedestrian Crossing Signs from Lightguard Systems, Inc.

ATTACHMENT 1

RESOLUTION NO. R-36-2022

A RESOLUTION WAIVING BIDDING AND APPROVING THE PURCHASE OF PEDESTRIAN CROSSING SIGNS FROM LIGHTGUARD SYSTEMS, INC.

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

WHEREAS, the Village desires to continue to protect pedestrians crossing Village streets; and

WHEREAS, the Village desires to purchase one pedestrian crossing sign with rapid flashing beacon systems powered by solar panels and three sets or retrofit kits for existing rapid flashing beacon signs (“*Signs*”); and

WHEREAS, Lightguard Systems, Inc. of Santa Rosa, California (“*Vendor*”) is the only company that makes the desired type of Sign; and

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

WHEREAS, the Vendor is the sole source proprietary vendor for the Signs, and has offered to provide the Signs to the Village for a total price not to exceed \$42,250.00 (“*Agreement*”); and

WHEREAS, pursuant to Section 4.12.010.C of the Village Code and Section IV.3.D of the Village's Purchasing Manual, the Village Council has determined that it is in the best interests of the Village to waive competitive bidding and approve the Agreement with Vendor;

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. 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 Signs.

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

April 19, 2022

R-36-2022

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 Manager of two executed copies of the final Agreement from Vender; provided, however, that if the Village Manager does not receive two executed copies of the final Agreement from Vendor 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 by the vote of two-thirds of the Trustees.

ADOPTED this 19th day of April, 2022, pursuant to the following roll call vote:

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

Signed

Village President

Countersigned:

Village Clerk

EXHIBIT A

April 19, 2022

R-36-2022



Wireless Solar RRFB Pedestrian Sign System

Part Number: LGS-WRRFB-F

Description: Wireless Solar Powered Rectangular Rapid Flashing Beacon with W11-2 Pedestrian and W16-7p Down Arrow Signs

Application Notes:

The MUTCD compliant LGS-WRRFB-F system is sold as a pair and used at pedestrian crossings, roundabouts, trails, mid-block crosswalks, and multi-lane crosswalks. The RRFB system is installed at both sides of the crosswalk and alerts motorists when pedestrians are in, or about to enter, the crosswalk. The system activates when a pedestrian pushes the ADA compliant push button. Each RRFB will flash for the cross time duration setting and uses FCC approved matched transceivers to securely communicate pedestrian activation from either crosswalk entrance up to 250 ft./75m apart.

Each solar panel is designed to support one LGS-RRFB-F up to 500 daily activations (30 seconds each) for 7 days without requiring a battery recharge. The controllers and transceivers are factory installed, assembled into a NEMA 4 rated cabinet. Installation consists of connecting the battery, solar panel, RRFB-F and push button to the enclosure mounted behind the static sign.

System Components:

2 RRFB-F; 2 pre-wired electronics enclosures; 2 wireless transceivers; 2 solar panels with side mount brackets; 2 batteries; 2 ADA compliant push button stations; 2-30" W11-2 FYG static warning signs; and 2-12" x 24" static W16-7p diagonal down pointed arrow signs. **Not included:** Poles and Wire.

Also Available: LGS-WRRFB-F-S1 Wireless Solar RRFB School Crossing Sign System; LGS-RRFB-FS front & side-facing RRFB; LGS-T6 automatic (passive) activation sensor bollard; LGS-RAD remote activation device.

Features/Benefits:

- Highly visible
- High-intensity LEDs
- Scalable solar power
- Low maintenance
- Wireless operation of RRFB system
- Simple electrical connections
- Internal branch circuit protection



LGS-WRRFB-F system with push button, W11-2-B sign, and solar panel

General Performance Specifications (Solar sizing based on estimated load.)		Operating Diagram	
Parameter	Value		
Output Power	1 Watt (standby mode) 5 Watts (while flashing) 12 VDC nominal, 1 Amp		
Operating Temp	0°C to 50°C		
AWB Battery	12 VDC nominal, 35 AH sealed		
AWB Solar Panel	12 VDC nominal, 30 Watts min		
Current Protection	2 Amps circuit breaker – Solar Panel 2 Amps circuit breaker – Battery 2 Amps circuit breaker – RRFB		
Frequency	900 MHz		
Enclosure Type	NEMA 4 fiberglass 18" x 16" x 8", White		



2292 Airport Blvd.
 Santa Rosa, CA 95403
 Phone (707) 542-4547
 Fax (707) 525-6333

Quote	Quote # 041222- 47
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Submitted to:

James Bernahl
 Village of Winnetka
 1390 Willow Rd.
 Winnetka, IL, 60093
 USA
jbernahl@winnetka.org
 Phone 847-716-3261

PRICING IS FOR 1 BACK TO BACK, SYSTEMS TO INCLUDE
 PED SIGNS, DOWN ARROWS RRFB, AND 2 PUSH BUTTONS

Reference: 1 RRFB System Back to Back

Date:	Shipment:	Terms and Conditions:	Pricing Basis	
4/12/2022	FOB Santa Rosa	NET 30, SEE NOTE 6	MSRP	
Item	QTY	Model Number	Description	MSRP Total
1	2	LGS-PBA-R10-25-5x7	ADA 2" Push Button Assembly - R10-25 sign 5x7.75 NO LED	\$ 630.00
2	4	LGS-RRFB	Rectangular Rapid Flashing Beacon	\$ 3,060.00
3	2	W-16-7pL Arrow Sign	MUTCD Arrow Sign (12"x24" LEFT Facing)	\$ 220.00
4	2	W-16-7pR Arrow Sign	MUTCD Arrow Sign (12"x24" RIGHT Facing)	\$ 220.00
5	4	W11-2-FYG-P-30"	MUTCD Ped Sign FYG (30" Diamond)	\$ 740.00
6	1	LGS-PLC-SE MASTER	Wireless Master - Standard Energy (minimum 55W, 100AH)	\$ 3,740.00
7	1	LGS-PLC-SE SLAVE	Wireless Slave - Standard Energy (minimum 55W, 100AH)	\$ 3,300.00
8	1	LGS-SHIPPING	Estimated Shipping & Handling Charges	\$ 790.00

Total Including Shipping & Handling **\$ 12,700.00**

Notes:

- Quote is subject to attached TERMS AND CONDITIONS OF SALE and may expire thirty (30) days from quote date.
- This offer excludes the following, but is not limited to: installation, poles, wire, miscellaneous mounting hardware, applicable sales tax, drawings, bonds, fees, permit fees or any other added fees.
- This product complies with U.S. Patent no. 6,384,742 awarded to LightGuard Systems, Inc. Use license is authorized for each system purchased.
-
- Shipping 6 weeks normally, after receipt of Order Confirmation - subject to change due to parts availability or special order.
- PAYMENT TERMS: 100% Due 30 Days from Ship Date**
- Solar Powered Systems are designed to operate within the performance characteristics outlined in the attached solar calculation worksheet. If the actual electrical load exceeds that noted in the worksheet (% daily power consumption), then the customer is responsible to increase the power via additional solar panels &/or batteries as required.

Sher Paz
 Sher Paz
 Authorized Sales Agent
sher@lightguardsystems.com

Date: April 12, 2022

(Quote tool version 2v136)

TERMS AND CONDITIONS OF SALE

1. **QUOTES:** All quotes, bids, contracts, and orders are subject to final written approval by LightGuard Systems (LGS). Quotes will be honored for 30 days. After 30 days, pricing is subject to change. Applicable sales taxes are not included in quotes, and will be added to all orders at time of confirmation, unless the Buyer provides LGS with a tax exemption certificate at the time of order placement.
2. **PAYMENT TERMS:** Order payment terms are specified in each quote and cannot be changed without a new quote being issued. "50/50" terms require the first 50% payment received or postmarked within 5 business days of order confirmation to avoid production delays. The remaining 50% payment is due before order can ship. Delays of final invoice payment (funds not received within 20 days of invoicing) may result in equipment being released to other orders. "Prepay" terms require full payment received or postmarked within 5 business days of order confirmation to avoid production delays. Past due accounts will incur finance charges.
3. **MINIMUM ORDER:** Minimum system order accepted is \$3,000. Minimum replacement part order accepted is \$150.00.
4. **FREIGHT:** All prices are FOB Santa Rosa, CA. Shipment method/carrier will be determined at LGS' discretion.
5. **CANCELLATION CHARGES:** Confirmed orders are subject to a cancellation charge of 30%. Custom orders may not be cancelled.
6. **CHANGE ORDERS:** Confirmed orders may not be modified without acceptance and written approval by LGS.
7. **RECEIPT OF GOODS:** LGS shall not be liable for delays or failure in the fulfillment or performance of this contract if hindered or prevented, directly or indirectly, by labor disputes, orders of any governmental agency, national emergencies, sabotage, riots, conditions of war, inadequate transportation facilities, acts of God (such as fire, flood, windstorm, earthquake, hurricane, tornado), or any cause beyond the reasonable control of LGS.
8. **WORKMANSHIP:** All work completed by LGS is done in a workmanlike manner according to standard industry practices. A request by Buyer for any alteration or deviation of a product will incur additional charges over and above this formal quote, and will be executed only upon prior written authorization by LGS. LGS reserves the right to change/upgrade, without notice, product details or specifications, and/or substitute any product in a system it deems comparable due to lack availability or unexpected delays from its vendors.
9. **LIMITED WARRANTY:** See www.lightguardsystems.com/product-warranties for full LGS Limited Warranty policy. Summarized description below.
Subject to the Conditions and Exclusions noted below, LGS warrants to the end user that each LGS product, when installed and operated under normal use and maintained according to the instructions furnished with the product, will be free from defects in materials and workmanship. LGS agrees that it will, at its option, either repair any such defect or replace the nonconforming product or part thereof with an equivalent replacement product or part at no charge to Buyer/end user for LGS-branded or LGS-supplied parts for the periods set forth below:
5 Year Limited Warranty - Rectangular Rapid Flashing Beacons (RRFB), LED Signs, and base plates for a period of 5 years from date of installation. Warranty period will never start later than 6 months after the date of purchase from LGS, however.
3 Year Limited Warranty - In-Roadway Warning Lights (IRWL), Bollards, Controllers, and related cabling, for a period of 3 years from date of installation. Warranty period will never start later than 6 months after the date of purchase from LGS, however.
1 Year Limited Warranty - Third party manufacturers' non-value added product such as batteries, enclosures, solar panels, push buttons, static signs, etc., for a period of 1 year from date of installation. Warranty period will never start later than 6 months after the date of purchase from LGS, however. If a third party manufacturers' standard warranty period is greater, that period will apply. In some cases, Buyer/end user may need to facilitate the warranty coverage directly with a third party manufacturer, rather than LGS. For Limited Warranty coverage outside the USA, contact your local LGS representative, as coverage may vary.
10. **CONDITIONS AND EXCLUSIONS OF WARRANTY:** See <https://www.lightguardsystems.com/company-info/product-warranties/> for full LGS Conditions and Exclusions of Limited Warranty. Summarized description below.
All products must have been purchased from LGS or an authorized LGS Dealer. All LGS products are designed to function/operate as an integrated system. LGS does not warranty any of its products to function or provide any level of safety when directly integrated with non-LGS products/brands. Limited Warranty does not cover any product that has been subjected to damage/abuse, misuse, alteration, neglect, unauthorized repair or installation, connection to an improper power source, operation beyond its manufactured specifications and limits, improper site preparation, maintenance not in accordance with manufacturer instructions, or operation with components not supplied or approved in writing by LGS, including, but not limited to, buttons, switches, system wiring, and cabling, (see manufacturer installation instructions at www.lightguardsystems.com/installation-manual). Limited Warranty is void if the product has been subjected to adverse conditions, or otherwise operated outside its specified environment. Limited Warranty does not cover the finish or non-functional appearance of any product. Buyer, if different than end user, shall be solely liable to the end user for the condition of the products as installed. Buyer is also required to provide the end user with all documentation related to this Limited Warranty as well as these Terms and Conditions.
11. **DAMAGES:** Buyer and end user agree to save and hold LGS harmless from any and all liability, loss, and expense, including attorney's fees, arising out of or in connection with any Buyer offered warranties. In no event shall LGS be liable for loss, damage, or expense directly or indirectly arising from the use of the product, or from any other cause, except as expressly stated in the Limited Warranty. LGS is not liable for, and Buyer expressly waives any right of action it has or may have against LGS for any consequential or special damages arising out of any breach of warranty, express or implied. LGS will not be liable for payment of any expenses incurred by Buyer or end user for facilitation of warranty replacement, including but not limited to, shipping, travel, and/or installation costs. LGS is not liable for any damage done by unauthorized repair, replaced components, from misapplications of the product and any of its components, or for damage due to shipping, accidents, abuse, negligence, or acts of God.
12. **VALIDITY:** If any provision of these Terms and Conditions of Sale are found to be invalid or unenforceable, the remaining provisions shall not be affected and will remain fully enforceable.
13. **JURISDICTION AND VENUE:** Any questions, claims, disputes, or litigation arising from or related to Buyer's Purchase Order, shall be held in Sonoma County and governed by the laws of California, without regard to the principles of conflicts of law. If after good faith negotiations an agreed upon resolution cannot be reached, non-binding arbitration is to be held in Sonoma County, California. The arbitration will comply with, and be governed by, the provisions of the California Arbitration Act, sections 1280 through 1294.2, of the California code of Civil Procedure. Arbitration costs will be borne in a proportion determined by the arbitrator.



2292 Airport Blvd.
 Santa Rosa, CA 95403
 Phone (707) 542-4547
 Fax (707) 525-6333

Quote	Quote # 041222- 97
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Submitted to:

James Bernahl

Village of Winnetka
 1390 Willow Rd.
 Winnetka, IL, 60093
 USA
jbernahl@winnetka.org
 Phone 847-716-3261

PRICING IS TO RETROFIT TO BACK TO BACK, EXISTING RRFB SYSTEMS TO INCLUDE PED SIGNS, RRFB,

Reference: RRFB Back to Back Retrofit X 3

Date:	Shipment:	Terms and Conditions:	Pricing Basis	
4/12/2022	FOB Santa Rosa	NET 30, SEE NOTE 6	MSRP	
Item	QTY	Model Number	Description	MSRP Total
1	6	LGS-RRFB	Rectangular Rapid Flashing Beacon	\$ 4,590.00
2	3	W-16-7pL Arrow Sign	MUTCD Arrow Sign (12"x24" LEFT Facing)	\$ 330.00
3	3	W-16-7pR Arrow Sign	MUTCD Arrow Sign (12"x24" RIGHT Facing)	\$ 330.00
4	6	W11-2-FYG-P-30"	MUTCD Ped Sign FYG (30" Diamond)	\$ 1,110.00
5	3	LGS-PLC-SE MASTER	Wireless Master - Standard Energy (minimum 55W, 100AH)	\$ 11,220.00
6	3	LGS-PLC-SE SLAVE	Wireless Slave - Standard Energy (minimum 55W, 100AH)	\$ 9,900.00
7	1	LGS-SHIPPING	Estimated Shipping & Handling Charges	\$ 2,070.00

Total Including Shipping & Handling **\$ 29,550.00**

Notes:

- Quote is subject to attached TERMS AND CONDITIONS OF SALE and may expire thirty (30) days from quote date.
- This offer excludes the following, but is not limited to: installation, poles, wire, miscellaneous mounting hardware, applicable sales tax, drawings, bonds, fees, permit fees or any other added fees.
- This product complies with U.S. Patent no. 6,384,742 awarded to LightGuard Systems, Inc. Use license is authorized for each system purchased.
-
- Shipping 6 weeks normally, after receipt of Order Confirmation - subject to change due to parts availability or special order.
- PAYMENT TERMS: 100% Due 30 Days from Ship Date**
- Solar Powered Systems are designed to operate within the performance characteristics outlined in the attached solar calculation worksheet. If the actual electrical load exceeds that noted in the worksheet (% daily power consumption), then the customer is responsible to increase the power via additional solar panels &/or batteries as required.

Sher Paz
 Sher Paz
 Authorized Sales Agent
sher@lightguardsystems.com

Date: April 12, 2022

(Quote tool version 2v136)

TERMS AND CONDITIONS OF SALE

1. **QUOTES:** All quotes, bids, contracts, and orders are subject to final written approval by LightGuard Systems (LGS). Quotes will be honored for 30 days. After 30 days, pricing is subject to change. Applicable sales taxes are not included in quotes, and will be added to all orders at time of confirmation, unless the Buyer provides LGS with a tax exemption certificate at the time of order placement.
2. **PAYMENT TERMS:** Order payment terms are specified in each quote and cannot be changed without a new quote being issued. "50/50" terms require the first 50% payment received or postmarked within 5 business days of order confirmation to avoid production delays. The remaining 50% payment is due before order can ship. Delays of final invoice payment (funds not received within 20 days of invoicing) may result in equipment being released to other orders. "Prepay" terms require full payment received or postmarked within 5 business days of order confirmation to avoid production delays. Past due accounts will incur finance charges.
3. **MINIMUM ORDER:** Minimum system order accepted is \$3,000. Minimum replacement part order accepted is \$150.00.
4. **FREIGHT:** All prices are FOB Santa Rosa, CA. Shipment method/carrier will be determined at LGS' discretion.
5. **CANCELLATION CHARGES:** Confirmed orders are subject to a cancellation charge of 30%. Custom orders may not be cancelled.
6. **CHANGE ORDERS:** Confirmed orders may not be modified without acceptance and written approval by LGS.
7. **RECEIPT OF GOODS:** LGS shall not be liable for delays or failure in the fulfillment or performance of this contract if hindered or prevented, directly or indirectly, by labor disputes, orders of any governmental agency, national emergencies, sabotage, riots, conditions of war, inadequate transportation facilities, acts of God (such as fire, flood, windstorm, earthquake, hurricane, tornado), or any cause beyond the reasonable control of LGS.
8. **WORKMANSHIP:** All work completed by LGS is done in a workmanlike manner according to standard industry practices. A request by Buyer for any alteration or deviation of a product will incur additional charges over and above this formal quote, and will be executed only upon prior written authorization by LGS. LGS reserves the right to change/upgrade, without notice, product details or specifications, and/or substitute any product in a system it deems comparable due to lack availability or unexpected delays from its vendors.
9. **LIMITED WARRANTY:** See www.lightguardsystems.com/product-warranties for full LGS Limited Warranty policy. Summarized description below.
Subject to the Conditions and Exclusions noted below, LGS warrants to the end user that each LGS product, when installed and operated under normal use and maintained according to the instructions furnished with the product, will be free from defects in materials and workmanship. LGS agrees that it will, at its option, either repair any such defect or replace the nonconforming product or part thereof with an equivalent replacement product or part at no charge to Buyer/end user for LGS-branded or LGS-supplied parts for the periods set forth below:
5 Year Limited Warranty - Rectangular Rapid Flashing Beacons (RRFB), LED Signs, and base plates for a period of 5 years from date of installation. Warranty period will never start later than 6 months after the date of purchase from LGS, however.
3 Year Limited Warranty - In-Roadway Warning Lights (IRWL), Bollards, Controllers, and related cabling, for a period of 3 years from date of installation. Warranty period will never start later than 6 months after the date of purchase from LGS, however.
1 Year Limited Warranty - Third party manufacturers' non-value added product such as batteries, enclosures, solar panels, push buttons, static signs, etc., for a period of 1 year from date of installation. Warranty period will never start later than 6 months after the date of purchase from LGS, however. If a third party manufacturers' standard warranty period is greater, that period will apply. In some cases, Buyer/end user may need to facilitate the warranty coverage directly with a third party manufacturer, rather than LGS. For Limited Warranty coverage outside the USA, contact your local LGS representative, as coverage may vary.
10. **CONDITIONS AND EXCLUSIONS OF WARRANTY:** See <https://www.lightguardsystems.com/company-info/product-warranties/> for full LGS Conditions and Exclusions of Limited Warranty. Summarized description below.
All products must have been purchased from LGS or an authorized LGS Dealer. All LGS products are designed to function/operate as an integrated system. LGS does not warranty any of its products to function or provide any level of safety when directly integrated with non-LGS products/brands. Limited Warranty does not cover any product that has been subjected to damage/abuse, misuse, alteration, neglect, unauthorized repair or installation, connection to an improper power source, operation beyond its manufactured specifications and limits, improper site preparation, maintenance not in accordance with manufacturer instructions, or operation with components not supplied or approved in writing by LGS, including, but not limited to, buttons, switches, system wiring, and cabling, (see manufacturer installation instructions at www.lightguardsystems.com/installation-manual). Limited Warranty is void if the product has been subjected to adverse conditions, or otherwise operated outside its specified environment. Limited Warranty does not cover the finish or non-functional appearance of any product. Buyer, if different than end user, shall be solely liable to the end user for the condition of the products as installed. Buyer is also required to provide the end user with all documentation related to this Limited Warranty as well as these Terms and Conditions.
11. **DAMAGES:** Buyer and end user agree to save and hold LGS harmless from any and all liability, loss, and expense, including attorney's fees, arising out of or in connection with any Buyer offered warranties. In no event shall LGS be liable for loss, damage, or expense directly or indirectly arising from the use of the product, or from any other cause, except as expressly stated in the Limited Warranty. LGS is not liable for, and Buyer expressly waives any right of action it has or may have against LGS for any consequential or special damages arising out of any breach of warranty, express or implied. LGS will not be liable for payment of any expenses incurred by Buyer or end user for facilitation of warranty replacement, including but not limited to, shipping, travel, and/or installation costs. LGS is not liable for any damage done by unauthorized repair, replaced components, from misapplications of the product and any of its components, or for damage due to shipping, accidents, abuse, negligence, or acts of God.
12. **VALIDITY:** If any provision of these Terms and Conditions of Sale are found to be invalid or unenforceable, the remaining provisions shall not be affected and will remain fully enforceable.
13. **JURISDICTION AND VENUE:** Any questions, claims, disputes, or litigation arising from or related to Buyer's Purchase Order, shall be held in Sonoma County and governed by the laws of California, without regard to the principles of conflicts of law. If after good faith negotiations an agreed upon resolution cannot be reached, non-binding arbitration is to be held in Sonoma County, California. The arbitration will comply with, and be governed by, the provisions of the California Arbitration Act, sections 1280 through 1294.2, of the California code of Civil Procedure. Arbitration costs will be borne in a proportion determined by the arbitrator.



Agenda Item Executive Summary

Title: Resolution No. R-40-2022: Approving Change Order No. 2 to the Contract with Maple Cable Construction, Inc. for Directional Boring Work (Adoption)

Presenter: Brian Keys, Director of Water & Electric

Agenda Date: 04/19/2022

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

Consent: YES NO

Item History:

May 18, 2021: Adoption of Resolution No. R-54-2021: Approving a Contract With Maple Cable Construction, Inc. for Directional Boring Work

January 4, 2022: Adoption of Resolution No. R-4-2022: Approving Change Order No. 1 to the Contract with Maple Cable Construction, Inc. for Directional Boring Work

Executive Summary:

In 2021, the Village issued Request for Bid #021-009 for directional boring services. Contractors were asked to provide fixed prices for units of work over three (3) contract years; Year 1 (June 1, 2021 through May 31, 2022), Year 2 (June 1, 2022 through May 31, 2023), and Year 3 (June 1, 2023 through May 31, 2024). Acceptance of Year 2 and Year 3 pricing is at the Village's sole discretion. The Village Council awarded a contract to Maple Cable Construction Inc. which included funding authorization for work performed through December 31, 2021. A second resolution, Resolution No. R-4-2022, authorized staff to utilize Maple Cable Construction, Inc. for directional boring services during the period of January 1 through May 31, 2022 with a funding authorization of \$215,000. To date, the Electric Fund has expended \$128,605 of the authorized funding.

Staff is recommending acceptance of the "Year 2" unit prices bid by Maple Cable Construction, Inc. The contract period for the second year of bid prices for directional boring services is June 1, 2022 through May 31, 2023. With acceptance of the second year of pricing, staff is also requesting funding authorization in the amount of \$200,000 for anticipated directional boring work through December 31, 2022. Approximately \$58,000 of this authorization will be expended (and reimbursement) for work at NTHS. No funding authorization is being requested at this time for fiscal year 2023.

The 2022 Electric Fund Budget contains \$515,000 for directional boring services. Of this funding, \$75,000 (account #500.42.31-660) is allocated for system reinforcement and \$440,000 (account 500.42.37-660) is allocated for new business projects initiated by customer requests.

Resolution No. R-40-2022, prepared by the Village Attorney, authorizes a change order to the contract with Maple Cable Construction, Inc.

Recommendation:

Consider adoption of Resolution No. R-40-2022, a resolution approving Change Order No. 2 to the contract with Maple Cable Construction, Inc. for directional boring work.

Attachments:

1. Resolution No. R-40-2022: Approving Change Order No. 2 to the Contract with Maple Cable Construction, Inc. for Directional Boring Work

ATTACHMENT 1

RESOLUTION NO. R-40-2022

A RESOLUTION APPROVING CHANGE ORDER NO. 2 TO THE CONTRACT WITH MAPLE CABLE CONSTRUCTION, INC. FOR DIRECTIONAL BORING WORK

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

WHEREAS, on May 18, 2021, the Village Council approved Resolution R-54-2021, authorizing the Village to enter into a contract (“*Contract*”) with Maple Cable Construction, Inc., d/b/a Maple Construction, Inc. (“*Contractor*”) for directional boring services (“*Work*”) during and initial period and, at the Village’s discretion, during two additional periods at pre-determined bid prices; and

WHEREAS, on January 4, 2022, the Village Council approved Resolution R-4-2022, authorizing Change Order No. 1 to the Contract with Contractor to authorize work to be performed during the period of January 1, 2022 through May 31, 2022; and

WHEREAS, the Village has been satisfied with the Contractor’s previous performance and desires to authorize the expenditure of an additional \$200,000 for Work to be performed during the period of May 31, 2022 through December 31, 2022 pursuant to the pricing set forth in **Exhibit A** attached hereto and incorporated herein (“*Additional Work*”); and

WHEREAS, the Contractor has agreed to perform the Additional Work pursuant to a change order (“*Change Order No. 2*”); and

WHEREAS, the Village Council has determined that it is in the best interests of the Village and its residents to enter into Change Order No. 2 with Contractor;

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

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

SECTION 2: APPROVAL OF CHANGE ORDER NO. 2. The Village Council hereby approves Change Order No. 2 to authorize the Additional Work from the Contractor pursuant to the terms of the Contract.

SECTION 3: AUTHORIZATION TO EXECUTE CHANGE ORDER NO. 2. The Village Council hereby authorizes and directs the Village President and the Village Clerk to execute and attest, respectively, on behalf of the Village, Change Order No. 2, which shall be in a final form approved by the Village Manager.

April 19, 2022

R-40-2022

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 19th day of April, 2022, pursuant to the following roll call vote:

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

Signed

Village President

Countersigned:

Village Clerk

EXHIBIT A

Pricing

EXHIBIT A

YEAR 2 - UNIT PRICES	3 YEAR AVERAGE	Electric Conduit Construction Company		Maple Cable Construction Company	
		UNIT PRICE "A"	Ext Price A	UNIT PRICE "B"	Ext price B
Start or End Pit: For 2" conduit	159	\$ 729.18	\$ 115,696.56	\$ 64.00	\$ 10,154.67
Start or End Pit: For 4" conduit	111	\$ 800.97	\$ 88,907.67	\$ 64.00	\$ 7,104.00
Start or End Pit: For 5" conduit	0	\$ 878.71	\$ -	\$ 64.00	\$ -
Start or End Pit: For 6" conduit	0	\$ 963.05	\$ -	\$ 64.00	\$ -
Test Holes In: Concrete	3	\$ 731.26	\$ 2,193.78	\$ 420.00	\$ 1,260.00
Test Holes In: Asphalt	11	\$ 731.26	\$ 8,043.86	\$ 400.00	\$ 4,400.00
Test Holes In: Parkway	206	\$ 318.03	\$ 65,514.18	\$ 110.00	\$ 22,660.00
Excavation for: Xfmr Pad 5'X5'X20"	1	\$ 249.00	\$ 166.00	\$ 210.00	\$ 140.00
Excavation for: Xfmr Pad 8'X8'X20"	0	\$ 280.12	\$ -	\$ 260.00	\$ -
Excavation for and Installation of: Xfmr Pad 5'X5'X20"	10	\$ 1,348.94	\$ 13,039.75	\$ 520.00	\$ 5,026.67
Excavation for and Installation of: Xfmr Pad 8'X8'X20"	2	\$ 1,494.73	\$ 3,487.70	\$ 580.00	\$ 1,353.33
Excavation for and Installation of: Switchgear vault 8'X8'X40"	1	\$ 1,616.26	\$ 1,616.26	\$ 590.00	\$ 590.00
Excavation for: Splice Box 28"X40"X30"	3	\$ 246.03	\$ 656.08	\$ 150.00	\$ 400.00
Excavation for: Splice Box 40"X50"X22"	1	\$ 273.34	\$ 364.45	\$ 210.00	\$ 280.00
Excavation for and Installation of: Splice Box 28"X40"X30"	16	\$ 538.50	\$ 8,436.50	\$ 510.00	\$ 7,990.00
Excavation for and Installation of: Splice Box 40"X50"X22"	7	\$ 674.48	\$ 4,946.19	\$ 560.00	\$ 4,106.67
Conduit/ft. (Material and Installation) 1 1/4" (Orange) w/ pull line	9524	\$ 26.72	\$ 254,490.19	\$ 1.40	\$ 13,334.07
Conduit/ft. (Material and Installation) 2"	8352	\$ 28.47	\$ 237,790.93	\$ 1.75	\$ 14,616.58
Conduit/ft. (Material and Installation) 4"	6252	\$ 35.34	\$ 220,945.68	\$ 4.50	\$ 28,134.00
Conduit/ft. (Material and Installation) 5"	0	\$ 36.20	\$ -	\$ 6.75	\$ -
Conduit/ft. (Material and Installation) 6"	0	\$ 39.52	\$ -	\$ 9.50	\$ -
Bore/Ream Size/ft. 3"	0	\$ 12.48	\$ -	\$ 9.50	\$ -
Bore/Ream Size/ft. 4"	3844	\$ 14.63	\$ 56,242.60	\$ 11.50	\$ 44,209.83
Bore/Ream Size/ft. 6"	5722	\$ 17.96	\$ 102,761.13	\$ 13.00	\$ 74,381.67
Bore/Ream Size/ft. 8"	3048	\$ 20.59	\$ 62,751.46	\$ 16.50	\$ 50,286.50
Bore/Ream Size/ft. 10"	838	\$ 23.86	\$ 19,986.73	\$ 20.00	\$ 16,753.33
Bore/Ream Size/ft. 12"	452	\$ 28.02	\$ 12,665.04	\$ 22.00	\$ 9,944.00
Bore/Ream Size/ft. 14"	0	\$ 33.40	\$ -	\$ 29.00	\$ -
Bore/Ream Size/ft. 18"	0	\$ 50.85	\$ -	\$ 36.00	\$ -

Tie into Existing Manhole First Conduit	12	\$ 3,320.86	\$ 40,957.27	\$ 570.00	\$ 7,030.00
Tie into Existing Manhole Additional Conduits	8	\$ 481.93	\$ 3,855.44	\$ 140.00	\$ 1,120.00
Tie into Existing Splice Box First Conduit	29	\$ 428.44	\$ 12,424.76	\$ 422.00	\$ 12,238.00
Tie into Existing Splice Box Additional Conduits	3	\$ 46.47	\$ 139.41	\$ 35.00	\$ 105.00
Tie into Existing Transformer First Conduit	7	\$ 579.00	\$ 4,053.00	\$ 410.00	\$ 2,870.00
Tie into Existing Transformer Additional Conduits	1	\$ 38.28	\$ 38.28	\$ 130.00	\$ 130.00
E-Loc Couplings or Approved Equivalent (Material and Labor): 1 1/4"	32	\$ 14.22	\$ 450.30	\$ 9.50	\$ 300.83
E-Loc Couplings or Approved Equivalent (Material and Labor): 2"	32	\$ 19.34	\$ 618.88	\$ 12.50	\$ 400.00
E-Loc Couplings or Approved Equivalent (Material and Labor): 4"	65	\$ 25.91	\$ 1,675.51	\$ 32.00	\$ 2,069.33
E-Loc Couplings or Approved Equivalent (Material and Labor): 5"	0	\$ 29.92	\$ -	\$ 43.00	\$ -
E-Loc Couplings or Approved Equivalent (Material and Labor): 6"	0	\$ 36.97	\$ -	\$ 50.00	\$ -
Fusion Butt Splice (Material and Labor): 2"	0	\$ 517.98	\$ -	\$ 35.00	\$ -
Fusion Butt Splice (Material and Labor): 4"	0	\$ 559.18	\$ -	\$ 45.00	\$ -
Fusion Butt Splice (Material and Labor): 5"	0	\$ 569.47	\$ -	\$ 55.00	\$ -
Fusion Butt Splice (Material and Labor): 6"	0	\$ 638.87	\$ -	\$ 65.00	\$ -
2" – 18" Sweep 90° Bends (Material Only, Steel)	10	\$ 43.98	\$ 439.80	\$ 60.00	\$ 600.00
2" – 18" Sweep 90° Bends (Material Only, PVC)	6	\$ 11.62	\$ 69.72	\$ 21.00	\$ 126.00
2" – 18" Sweep 90° Bends (Installation Only)	15	\$ 24.74	\$ 371.10	\$ 46.00	\$ 690.00
2" – 24" Sweep 90° Bends (Material Only, Steel)	0	\$ 53.90	\$ 17.97	\$ 70.00	\$ 23.33
2" – 24" Sweep 90° Bends (Material Only, PVC)	2	\$ 10.72	\$ 21.44	\$ 25.00	\$ 50.00
2" – 24" Sweep 90° Bends (Installation Only)	3	\$ 24.75	\$ 74.25	\$ 52.00	\$ 156.00
2" 10' Steel Conduit w/coupling (Material Only)	12	\$ 107.30	\$ 1,287.60	\$ 140.00	\$ 1,680.00
2" 10' Steel Conduit w/coupling (Installation Only)	11	\$ 11.56	\$ 127.16	\$ 45.00	\$ 495.00
2" 10' PVC Conduit w/coupling (Material Only)	2	\$ 28.90	\$ 57.80	\$ 50.00	\$ 100.00
2" 10' PVC Conduit w/coupling (Installation Only)	3	\$ 11.56	\$ 34.68	\$ 32.00	\$ 96.00

4" – 24" Sweep 90° Bends (Material Only, Steel)	0	\$ 136.50	\$ 45.50	\$ 165.00	\$ 55.00
4" – 24" Sweep 90° Bends (Material Only, PVC)	34	\$ 28.96	\$ 994.29	\$ 45.00	\$ 1,545.00
4" – 24" Sweep 90° Bends (Installation Only)	35	\$ 24.75	\$ 866.25	\$ 65.00	\$ 2,275.00
4" – 36" Sweep 90° Bends (Material Only, Steel)	0	\$ 171.46	\$ -	\$ 220.00	\$ -
4" – 36" Sweep 90° Bends (Material Only, PVC)	29	\$ 34.56	\$ 1,013.76	\$ 65.00	\$ 1,906.67
4" – 36" Sweep 90° Bends (Installation Only)	29	\$ 85.68	\$ 2,513.28	\$ 72.00	\$ 2,112.00
4" 10' Steel Conduit w/coupling (Material Only)	10	\$ 317.24	\$ 3,172.40	\$ 300.00	\$ 3,000.00
4" 10' Steel Conduit w/coupling (Installation Only)	10	\$ 11.56	\$ 115.60	\$ 52.00	\$ 520.00
4" 10' PVC Conduit w/coupling (Material Only)	23	\$ 75.76	\$ 1,717.23	\$ 105.00	\$ 2,380.00
4" 10' PVC Conduit w/coupling (Installation Only)	23	\$ 10.41	\$ 235.96	\$ 37.50	\$ 850.00
5" – 36" Sweep 90° Bends (Material Only, Steel)	0	\$ 341.90	\$ -	\$ 420.00	\$ -
5" – 36" Sweep 90° Bends (Material Only, PVC)	0	\$ 65.49	\$ -	\$ 85.00	\$ -
5" – 36" Sweep 90° Bends (Installation Only)	0	\$ 7.73	\$ -	\$ 95.00	\$ -
5" – 48" Sweep 90° Bends (Material Only, Steel)	0	\$ 384.84	\$ -	\$ 450.00	\$ -
5" – 48" Sweep 90° Bends (Material Only, PVC)	0	\$ 84.82	\$ -	\$ 120.00	\$ -
5" – 48" Sweep 90° Bends (Installation Only)	0	\$ 7.74	\$ -	\$ 92.00	\$ -
5" 10' Steel Conduit w/coupling (Material Only)	0	\$ 596.11	\$ -	\$ 610.00	\$ -
5" 10' Steel Conduit w/coupling (Installation Only)	0	\$ 11.81	\$ -	\$ 175.00	\$ -
5" 10' PVC Conduit w/coupling (Material Only)	0	\$ 106.51	\$ -	\$ 130.00	\$ -
5" 10' PVC Conduit w/coupling (Installation Only)	0	\$ 13.00	\$ -	\$ 65.00	\$ -
6" – 48" Sweep 90° Bends (Material Only, Steel)	0	\$ 433.26	\$ -	\$ 540.00	\$ -
6" – 48" Sweep 90° Bends (Material Only, PVC)	0	\$ 97.28	\$ -	\$ 150.00	\$ -
6" – 48" Sweep 90° Bends (Installation Only)	0	\$ 7.74	\$ -	\$ 120.00	\$ -
6" – 60" Sweep 90° Bends (Material Only, Steel)	0	\$ 611.03	\$ -	\$ 700.00	\$ -
6" – 60" Sweep 90° Bends (Material Only, PVC)	0	\$ 115.18	\$ -	\$ 170.00	\$ -

6" – 60" Sweep 90° Bends (Installation Only)	0	\$ 7.73	\$ -	\$ 130.00	\$ -
6" 10' Steel Conduit w/coupling (Material Only)	0	\$ 777.81	\$ -	\$ 850.00	\$ -
6" 10' Steel Conduit w/coupling (Installation Only)	0	\$ 110.70	\$ -	\$ 50.00	\$ -
6" 10' PVC Conduit w/coupling (Material Only)	0	\$ 139.36	\$ -	\$ 250.00	\$ -
6" 10' PVC Conduit w/coupling (Installation Only)	0	\$ 13.00	\$ -	\$ 65.00	\$ -
2" Color Coded (Markup for red color or striped conduits, cost per foot)	1502	\$ 1.46	\$ 2,192.92	\$ 0.30	\$ 450.60
4" Color Coded (Markup for red color or striped conduits, cost per foot)	6	\$ 6.08	\$ 36.48	\$ 0.30	\$ 1.80
5" Color Coded (Markup for red color or striped conduits, cost per foot)	0	\$ 6.45	\$ -	\$ 0.30	\$ -
6" Color Coded (Markup for red color or striped conduits, cost per foot)	0	\$ 8.79	\$ -	\$ 0.30	\$ -
Foreman Hourly Labor Rates:	201	\$ 151.82	\$ 30,566.43	\$ 118.00	\$ 23,757.33
Laborer Hourly Labor Rates:	684	\$ 118.45	\$ 81,019.80	\$ 91.00	\$ 62,244.00
Pickup Truck Hourly Equipment Rates:	382	\$ 41.20	\$ 15,738.40	\$ 52.50	\$ 20,055.00
Dump Truck Hourly Equipment Rates:	0	\$ 60.77	\$ -	\$ 80.00	\$ -
Mini Excavator w/trailer Hourly Equipment Rates:	203	\$ 55.62	\$ 11,290.86	\$ 73.00	\$ 14,819.00
Air Compressor Hourly Equipment Rates:	15	\$ 27.81	\$ 417.15	\$ 42.00	\$ 630.00
Install 4" steel pipe filled with concrete Traffic Ballards	2	\$ 1,291.19	\$ 2,582.38	\$ 460.00	\$ 920.00
		EST. ANNUAL TOTAL	\$ 1,501,935.80		\$ 484,926.22

Electric Conduit
Construction
Company

Maple Cable
Construction
Company



Agenda Item Executive Summary

Title: Resolution No. R-47-2022: Winnetka Music Festival License Agreement (Adoption)

Presenter: Tim Sloth, Finance Director

Agenda Date: 04/19/2022

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

Consent: YES NO

Item History:

The annual Winnetka Music Festival began in 2017 as an event held in the Elm Street business district in downtown Winnetka. In 2020 the event was canceled and in 2021 the event was held on Park District property at the Skokie play-field. For 2022, the event returns to downtown Winnetka in the East Elm business district.

Executive Summary:

The 2022 Winnetka Music Festival will be a one day event scheduled for Saturday, June 18, 2022. The festival is a ticketed public event and will take place on Lincoln Avenue between Pine Street and Elm Street along with the Village owned Lincoln Avenue parking lot and is expected to attract thousands of visitors to Winnetka. Given the scope and extensive footprint of the event it was determined that a formal license agreement should be agreed upon before granting approval to the special event permit.

The license agreement is between the Village, the Winnetka-Northfield-Glencoe Chamber of Commerce and Valslist (the event promoter and operator). Key points identified in the license agreement include:

- Location, date and times for the event including setup, operation and cleanup.
- Site Plan including site maintenance, support and restoration after the event..
- Security, emergency services and first aid.
- Parking, signage and marketing.
- Waste management, restrooms and hand-washing stations.
- Insurance, indemnification and waiver of liability

Recommendation:

Consider adoption of Resolution No. R-47-2022, which approves a non-exclusive license agreement for use of Winnetka property for the Winnetka Music Festival.

Attachments:

1. Resolution No. R-47-2022: Approving a Non-exclusive License Agreement for use of Winnetka Property for the Winnetka Music Festival

ATTACHMENT 1

RESOLUTION NO. R-47-2022

A RESOLUTION APPROVING A NON-EXCLUSIVE LICENSE AGREEMENT FOR USE OF WINNETKA PROPERTY FOR THE WINNETKA MUSIC FESTIVAL

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 certain real property in the Elm Street Business District of the Village including portions of the Lincoln Avenue right-of-way and the property commonly known as the Lincoln Avenue Parking Lot (collectively, “*Licensed Premises*”); and

WHEREAS, the Winnetka-Northfield-Glencoe Chamber of Commerce, Inc., (“*Chamber*”), sponsors, supports, and conducts community events for the benefit of the Village of Winnetka community and general public, including a 2022 music festival commonly referred to as the “Winnetka Music Festival” (“*Event*”); and

WHEREAS, Valslist, LLC (“*Valslist*”), organizes, promotes, and operates music festivals; and

WHEREAS, the Chamber has contracted with Valslist to organize, promote, and operate the Event; and

WHEREAS, the Chamber and Valslist desire to use the Licensed Premises for the Event; and

WHEREAS, the Village is willing to enter into a non-exclusive license agreement to permit the Chamber and Valslist to use the Licensed Premises for the Event (“*License Agreement*”); and

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

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

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

SECTION 2: APPROVAL OF LICENSE AGREEMENT. The Village Council hereby approves the License Agreement by and among the Village, Chamber, and Valslist in substantially the form attached to this Resolution as **Exhibit A** and in a final form approved by the Village Manager.

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

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

ADOPTED this April 19, 2022, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

Signed

Village President

Countersigned:

Village Clerk

EXHIBIT A
LICENSE AGREEMENT

{00125965.1}

**NON-EXCLUSIVE LICENSE AGREEMENT FOR USE OF VILLAGE OF WINNETKA PUBLIC STREETS
FOR THE 2022 WINNETKA MUSIC FESTIVAL**

THIS NON-EXCLUSIVE LICENSE AGREEMENT ("Agreement"), dated as of this ____ day of _____, 2022, ("**Effective Date**"), by and among the **VILLAGE OF WINNETKA**, an Illinois home rule municipality ("**Village**"), the **WINNETKA-NORTHFIELD-GLENCOE CHAMBER OF COMMERCE, INC.**, an Illinois not-for-profit corporation ("**Chamber**"), and **VALSLIST LLC**, an Illinois limited liability company ("**Valslist**") (the Chamber and Valslist are, collectively, "**Operator**") (the Village, Chamber, and Valslist are, collectively, "**Parties**").

WHEREAS, the Chamber sponsors, supports and conducts many community events for the benefit of the Village of Winnetka community and general public, including but not limited to, a 2022 music festival commonly referred to as the "Winnetka Music Festival" ("**Event**");

WHEREAS, Valslist organizes, promotes and operates music festivals;

WHEREAS, the Chamber has contracted with Valslist to organize, promote, and operate the Event;

WHEREAS, the Village is the owner of certain real property, including streets, sidewalks and common gathering places in the portion of the Village commonly referred to East Elm Downtown area and, more specifically, as Downtown Lincoln Avenue located on Lincoln Avenue from Elm Street to Pine Street, a map of which is attached as **Exhibit 1** and incorporated herein ("**Downtown Lincoln Avenue**");

WHEREAS, the Chamber and Valslist desire to use for the Event:

1. Downtown Lincoln Avenue;
2. Public streets and sidewalks on Lincoln Avenue between Pine Street and Elm Street;
3. The Lincoln Avenue Parking lot (south of Winnetka Community House; and
4. The public street and sidewalks on the 500 block of Lincoln Avenue between Elm Street and Oak Street (to be used for ticketing and handicap parking);

all as depicted in Exhibit 1 (collectively, "**Licensed Premises**"); and

WHEREAS, the Village is willing to grant Operator use of the Licensed Premises for the Event based on strict compliance with the terms and conditions of this Agreement.

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

{00125782.4}

1. **Incorporation of Recitals.** The foregoing recitals are hereby incorporated into this Agreement, and made a part hereof, and all covenants, terms, conditions, and provisions hereinafter contained shall be interpreted and construed in accordance therewith.

2. **Grant and Term of License.**

A. *Grant of License.* Subject to the terms and conditions set forth in this Agreement, the Village hereby grants to Operator, and Operator hereby accepts, a non-exclusive revocable license to use the License Premises for the sole purpose of hosting the Event pursuant to and in strict accordance with the terms and provisions of this Agreement ("**License**"). Operator acknowledges and agrees that nothing in this Agreement shall be interpreted to provide a license to Operator to alter the Licensed Premises in any way other than as expressly set forth in this Agreement.

B. *As-Is, Where-Is.* Operator hereby accepts the Licensed Premises in its condition at the time of use, WHERE-IS and AS-IS, and subject to applicable requirements of law. Operator acknowledges and agrees that: (i) the Village has made no representations or warranties as to the suitability of the Licensed Premises for the Operator's intended purposes; and (ii) the Village will have no responsibility to maintain the Licensed Premises in any particular condition or manner before, after, or during the Event. Operator waives any implied warranty that the Licensed Premises will be suitable for the Operator's intended purposes.

C. *Limitation of Interest.* Except for the Licensee granted pursuant to this Agreement, Operator shall have no legal, beneficial, or equitable interest, whether by adverse possession or prescription or otherwise, in the Licensed Premises.

D. *Term.* The License shall be for a term commencing on June 17, 2022, at noon and ending on the earlier to occur of: (i) a terminating event as described in Section 2.E of this Agreement; or (ii) June 19, 2022, at 8:00 a.m. ("**Term**"). All setup, take-down, and clean-up for the Event shall occur during the Term.

E. *Termination.*

1. Termination Event. Without prejudice to any other rights and remedies available pursuant to the rest of this Agreement, the License shall automatically expire and terminate upon the occurrence of any of the following:

a. Failure to Comply. Operator has violated any provision of this Agreement; provided, however, that prior to termination pursuant to this Section 2.E.1.a, the Village and Park District shall provide the Chamber with seven days written notice and an opportunity to cure the violation.

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- b. Dangerous Condition. The Village determines, in its sole and absolute discretion, that the Event threatens the public health and safety, and that the termination of the Event and this Agreement is necessary to abate the dangerous condition.

2. Restoration of Licensed Premises.

- a. Operator Obligation. Upon termination of this Agreement pursuant to this Section 2.E or at the end of the Term as set forth in Section 2.D, Operator, at its sole cost and expense, shall restore the Licensed Premises as nearly as practicable to its condition as of the commencement of the Term, including, without limitation: (1) repair of the Licensed Premises, if necessary in the sole determination of the Village; and (2) restoration of all other Village-owned or Village-leased property as nearly as practicable to the condition immediately preceding the Term, if disturbed or damaged by Operator or any of its vendors, contractors, customers, agents, or guests.
- b. Failure to Restore. In the event that Operator fails or refuses to repair or restore the Licensed Premises any Village-owned or Village-leased property that is disturbed or damaged by Operator or any of its vendors, contractors, customers, agents, or guests, in accordance with Section 2.E.2.a of this Agreement, the Village shall have the right, but not the obligation, to perform and complete the repair and/or restoration, and to charge Operator for all costs and expenses, including legal and administrative costs incurred by the Village, for such work. The rights and remedies provided in this Section 2.E.2.b shall be in addition to, and not in limitation of, any other rights and remedies otherwise available to the Village.

3. **Security Deposit.** Valslist shall be required to pay to the Village \$2,500.00 to the Village as a security deposit ("**Security Deposit**") to secure the obligations of Operator under this Agreement. Valslist shall pay to the Village the Security Deposit no later than 5:00 p.m., June 1, 2022, in the form of a cashier's check or certified funds. The cost of any materials used by the Village or a third-party service provider, and any labor and related expenses performed by the Village or a third-party service provider to restore the Licensed Premises or other Village-owned or Village-leased property damaged during or as a result of the Event, to its proper condition will be deducted from the Security Deposit and the remaining portion of the Security Deposit will be returned to Valslist. In the event the cost of the work to return the Licensed Premises, or any other Village property damaged during or as a result of the Event, to its proper condition exceeds the amount of the Security Deposit, Operator shall pay the additional cost to the Village within 30 days of receipt of a demand from the Village.

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4. Hours of Operation.

- A. Operator may not commence set-up operations for the Event on Saturday, June 18, 2022 prior to 6:00 a.m.
- B. Operator may open the Event for public attendance only on Saturday, June 18, 2022 from noon to 11:00 p.m.

5. Inspection of Site. Operator shall inspect the Licensed Premises prior to and routinely during the Event to determine the suitability of the Licensed Premises for the Event and any contemplated use and to identify and abate any potential safety hazards or dangerous conditions. Operator shall take all reasonable measures to protect from safety hazards and potential safety risks: (i) all Operator employees, owners, agents, and volunteers (collectively, "**Event Staff**"); (ii) Event contractors, vendors, exhibitors, performers and anyone directly or indirectly employed by them (collectively "**Vendors**"); (iii) members of the public that attend the Event and all other Operator invitees (collectively "**Event Invitees**"); and (iv) Village employees and participants. Operator must promptly advise the Village of any safety hazards or potentially dangerous condition of which they become aware during the Term.

6. Site Plan. Valslist shall prepare and submit a preliminary site plan for the Event to the Village for review and approval by May 1, 2022. Valslist shall prepare and present a final site plan for review and approval by the Village on or before June 1, 2022.

7. Alcoholic Beverages.

- A. *Sale.* Valslist shall be permitted to sell beer, wine, and pre-mixed cocktails during the Event, provided that: (i) Valslist obtains a liquor license from the Village to allow for the sale of the same; and (ii) Valslist fully and strictly complies with all federal, state, county and local statutes, ordinances, rules, regulations and orders governing the sale, possession and delivery of alcoholic beverages, including without limitation, procuring all required licenses and permits. The sale of all alcohol shall be limited to the designated Beer, Wine, and cocktail locations, identified in Exhibit 1. Valslist is responsible for any and all liability arising directly or indirectly out of or associated with the sale of alcohol at the Event.
- B. *Insurance.* Valslist shall provide proof of a valid state and local liquor license authorizing the sale of alcoholic beverages as provided herein and a Certificate of Insurance for liquor liability insurance ("**Dram Shop Insurance**"), certifying that Valslist has in full force and effect, Dram Shop Insurance covering the Event in compliance with all applicable local and state laws, regulations and ordinances, and is sufficient to cover liability imposed under Illinois law. Said insurance shall name the Village as an additional insured. All forms of Certificates of Insurance are subject

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to approval by the Village and must set forth the minimum requirements as attached hereto as **Exhibit 3** attached hereto and incorporated herein.

8. Vendors. All contractual and financial arrangements necessary for the conduct of the Event shall be negotiated and executed by, and be the sole responsibility and liability of, Valslist. Valslist shall be responsible for, and shall timely pay all costs associated with, the Event, including, but not limited to, marketing, production, entertainment, Vendors' facilities, restroom and sanitation facilities in accordance with Section 17 of this Agreement, security, waste and recycle services in accordance with Section 10 of this Agreement, and required permits and fines, if any. Valslist shall provide the Village with a detailed list of all Vendors prior to May 15, 2022, and shall update the Village on any Vendor additions or changes after such list is provided. Additional Vendors may not be added to this list after June 1, 2022, without the express written approval of the Village. The Village shall have the right but not the obligation to inspect the operations of any and all Vendors prior to and during the Event with respect to their compliance with this Agreement and any applicable laws, rules, ordinances and regulations. The Village shall have no liability for its inspection or failure to inspect pursuant to this paragraph. Valslist shall require all Vendors to meet all applicable local, state and federal laws, ordinances, and regulations. All Vendors are independent contractors of Valslist and are not employees or agents of Valslist or the Village, and Valslist shall require each Vendor to execute and sign a certificate and/or contract confirming this independent contractor relationship. Every Vendor shall also acknowledge that said Vendor is a third party and not a party to this Agreement.

9. Site Maintenance and Support. The Village shall provide the site maintenance support for the Event listed in this Section 9. Operator acknowledges and agrees that the Village shall not be responsible for any other site maintenance support for the event.

- A. *Event Set-Up.* The Village will provide electric service at locations agreed upon and approved by the Village's Water and Electric Director.
- B. *Before, During, and After the Event.* The Village shall provide the following before, during and after the Event:
 - 1. Reasonably answer questions related to the Licensed Premises;
 - 2. Providing assistance in securing the Licensed Premises by allowing the placement of additional fencing and barricades in agreed upon locations to control access to the Event during the Term;
 - 3. As part of the event planning, the Village's GIS tech will assist Operator by developing and printing maps for the event as agreed upon by the Village's Engineering Director;
 - 4. Hang MusicFest banners over Green Bay Road and remove the banner following the Event;

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5. If needed, remove existing streetlights in Lincoln Avenue parking lot for semi-trailer (stage) access and re-install streetlights following the event;
6. On the night of the Event, turn off agreed upon streetlights in the Lincoln Avenue parking lot subject to final approval of the Village's Fire Chief;
7. Provide police, fire, and paramedic services to Event to provide services to the public, provided that Operator acknowledges that, in the event of emergencies, such police, fire, and paramedic personnel may be called away from the Event;
8. Provide Public Works staffing and equipment to assist with road closures, maintenance, and support of operations;
9. Provide electric service for small electric loads (i.e. i-pad charges, credit card machines) at agreed upon pedestrian street light poles as approved by the Village's Water & Electric Director;
10. Re-connect and turn on holiday lighting in the East Elm Business District for the Event, and after even turn off holiday lighting, remove drop cords, and place cords back in underground boxes

Valslist shall communicate all requests for site maintenance support, service status and any other grounds related items to the following Village designated representatives: Public Works Director Giovanni McLean (gmclean@winnetka.org; Office: +1.847.716.3270 Cell: +1.224.505.6346); Police Chief Marc Hornstein (mhornstein@winnetka.org Office: +1.847.716.3400 Cell: 847.878.2090); Fire Chief John Ripka (jripka@winnetka.org Office: +1.847.716.3303 Cell: +847.613-7415); and Director of Water & Electric Brian Keys (bkeys@winnetka.org Office: +1.847.716.3556 Cell: +1.224.588.0529).

10. Waste and Recycle. Valslist shall provide and pay for at its sole cost and expense all necessary waste and recycling for the Event, which obligation shall include arranging for waste and recycle bins adequate in numbers throughout the Licensed Premises. Valslist shall maintain the Licensed Premises and surrounding area in a clean, neat, orderly, sanitary, and safe condition, free from accumulation of waste materials and rubbish during the Event. At the completion of the Term, Valslist shall remove from and about the Licensed Premises all waste and recycling materials, rubbish, tools, equipment, and any other materials. If Valslist fails to clean up the Licensed Premises and surrounding area as provided herein, the Village may do so, and the cost thereof shall be deducted from the Security Deposit. In the event the cost to clean up the Licensed Premises and surrounding area exceeds the Security Deposit, Valslist shall pay the additional costs to the Village within 30 days of a demand from the Village.

11. Restoration. Valslist shall be responsible for damage done to Village properties beyond normal wear and tear resulting from use of the Licensed Premises and other Village-owned and

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Village-leased properties during or as a result of the Event and shall reimburse the Village for all costs and expenses incurred by the Village to repair and/or remedy the same. The Village shall deduct said costs and expenses from the Security Deposit as specified in Section 5 of this Agreement. Valslist shall immediately advise the Village of any damage made to Village-owned or Village-leased property.

12. Security. The Village will provide officers on an operational basis for the Event and assist with traffic and crowd control. Valslist will contract and provide supplemental unarmed security officers for the festival. Private security officers shall monitor potential issues related to service, ticket entry and exit, and sales related to consumption of alcoholic beverages. The private security provided by Valslist shall also be responsible for monitoring and securing the Licensed Premises during overnight hours during the Term.

13. Emergency Services/First Aid. Valslist must supply a first aid station on or near the Licensed Premises that is staffed with appropriate medical personnel to handle general first aid inquiries from Event attendees. The Village Fire and Police Departments shall establish an incident/action plan that addresses emergency medical and fire department responses. Additionally, the plan will include severe weather procedures. Valslist will secure permission and access to any agreed upon emergency evacuation locations. The Village shall provide copies of the incident action plan to Valslist. Valslist will be included in any emergency evacuation plan, monitoring weather conditions and determining whether the Event should be suspended or cancelled due to inclement weather or other cause. Valslist further acknowledges and agrees that in the event of request from the Village due to an emergency, Valslist shall immediately suspend or shutdown the Event and comply with any reasonable Village security directives.

14. Parking. Valslist shall prepare a parking plan and submit it to the Village for approval no later than June 1, 2022. Any expenses associated with parking arrangements for the Event will be the sole responsibility of Valslist. All vehicles owned, leased, licensed or controlled by Event Staff, Vendors, and Event Invitees must be removed from Village parking lots no later than the end of the Term. Valslist shall designate an appropriate number of handicap-accessible parking spaces in the parking plan for use by Event Staff, Vendors and Event Invitees. Valslist shall not permit vehicles other than those displaying authorized handicap license plates or placards to park in the spaces designated for handicap parking.

15. Signs. The Village shall provide 20 custom printed banners for display on its Sternberg lighting fixtures located on Lincoln Avenue. Any other signage for the Event shall be provided by Valslist at its sole cost and expense, and such signs shall be displayed only in accordance with all applicable Village requirements.

16. Marketing and Sponsorship. Operator shall not market the Event or take any other actions that: (i) may mislead or misrepresent the Event, the Parties, or the Licensed Premises; (ii) is inconsistent with the Village's mission, values, policies or operations; or (iii) is in violation of any law. Furthermore, Operator shall not allow an Event sponsor to market the Event or take any other

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actions that: (i) may mislead or misrepresent the Event, the Parties, the Licensed Premises or the sponsor's relationship with the Village or the Licensed Premises; (ii) is inconsistent with the Village's mission, values, policies or operations; or (iii) is in violation of any law. Operator and all sponsors are separate entities from the Village and neither Operator nor any sponsor shall be deemed to be, nor shall they represent themselves to be employees, partners, or joint venturers of the Village or owners of any Village property. In the event the Village determines any marketing or other actions by Operator or an Event sponsor violates this Section, Operator shall immediately cease or cause the sponsor to cease such marketing or other actions upon the Village's notice to Operator of the same.

17. Restrooms. Valslist shall, at its sole cost and expense, provide sanitation/portable restroom facilities, including handwashing stations, adequate in numbers with an appropriate number of ADA compliant units in a designated area in the Licensed Premises during the Event, which portable units shall be depicted on the Event site plan. Valslist shall be responsible for servicing and maintaining these units, which service and maintenance includes, without limitation, regular cleaning of the interior of the units and restocking supplies.

18. Licenses and Permits. Valslist shall be solely responsible for acquiring all necessary licenses, permits, and inspections as required by local, state, and federal governmental authorities in connection with the Event and shall provide the Village with copies of any applicable licenses, permits and inspections not less than five business days prior to the commencement of the Term.

19. Village's Right to Stop the Event.

- A. *Stoppage.* Notwithstanding anything to the contrary in this Agreement, subject to the terms of this Section 19, the Village reserves the right to stop, or require modification of, any aspect of the Event that it determines it is inconsistent with this Agreement, or with Village policy or which, in the Village's opinion, would result in an inappropriate use of the Licensed Premises, constitute a threat to the health, safety or welfare of the public or any other person, or result in an increased risk of liability to the Village. The reservation of this right is not intended to impose an obligation upon the Village to ascertain these matters, and neither the Village's exercise of this reserved right nor its failure to exercise this reserved right shall create any liability on the part of the Village or otherwise lessen the Operator's insurance, indemnification and hold harmless obligations under this Agreement.
- B. *Procedure.* In the event that the Village directs Operator to stop or modify any aspect of the Event as provided in this Section:
 - 1. If such direction is provided two or more hours prior to the Event opening to the public, Operator shall have the opportunity to appeal this direction to the Village President and the Village Manager. Operator may designate a non-affiliated third party to make a recommendation to the Village for such

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appeal. The Parties will use their collective best efforts to reach an agreement on any modification(s) to the Event operation, provided the Village shall have final authority to stop, suspend, or require modification of any aspect of the Event.

2. If such direction is provided less than two prior to the Event opening to the public or is provided while the Event is open to the public, the Village's direction to stop or require modification of any aspect of the Event operation shall be immediately followed and Valslist shall not have an opportunity for any appeal.

20. Compliance with Laws. Operator shall comply with and cause all Vendors to comply with all applicable federal, state, and local laws, ordinances, rules and regulations in the conduct of the Event. Operator shall comply with and cause all Event Staff, Vendors and Event Invitees to comply with all applicable COVID-19/Coronavirus-related health and safety laws, rules, regulations, and orders from any source with jurisdiction over this Event, including but not limited to, laws, rules, regulations, and orders promulgated by the Village, Centers for Disease Control and Prevention ("CDC"), Illinois Department of Health ("IDPH"), Governor, and Cook County Health Department.

21. WAIVER OF LIABILITY. OPERATOR AGREES THAT IT WILL NOT SEEK, AND DOES NOT HAVE THE RIGHT TO SEEK, RECOVERY OF A JUDGMENT FOR MONETARY DAMAGES AGAINST THE VILLAGE OR ANY VILLAGE ELECTED OR APPOINTED OFFICIALS, AGENTS, REPRESENTATIVES, ATTORNEYS OR EMPLOYEES ARISING OUT OF, CONNECTED WITH OR IN ANY WAY RELATED TO: (I) THE EVENT; (II) THE USE OF THE LICENSED PREMISES; OR (III) AS A RESULT OF THE CONDITION, MAINTENANCE, AND USE OF THE LICENSED PREMISES. OPERATOR FURTHER AGREES TO ASSUME THE FULL RISK OF ANY INJURIES, INCLUDING DEATH, AND ALL COSTS, DAMAGES, AND LOSSES THAT OPERATOR OR ITS EMPLOYEES, AGENTS, CONTRACTORS, AGENTS, SERVANTS, EMPLOYEES, VENDORS, EVENT STAFF, OR THE PUBLIC MAY SUSTAIN RELATED TO: (I) THE EVENT; (II) THE USE OF THE LICENSED PREMISES; OR (III) AS A RESULT OF THE CONDITION, MAINTENANCE, AND USE OF THE LICENSED PREMISES. OPERATOR FULLY UNDERSTANDS AND AGREES THAT THE VILLAGE DOES NOT ASSUME THE CARE, CUSTODY, OR CONTROL OF ANY PERSONAL PROPERTY OR EQUIPMENT BROUGHT UPON THE LICENSED PREMISES OR STORED AT, IN OR ON ANY OTHER VILLAGE PROPERTY, FACILITY OR BUILDING. OPERATOR ASSUMES THE RISK AND IS RESPONSIBLE FOR THE CARE, CUSTODY, AND CONTROL OF ANY AND ALL PROPERTY OR EQUIPMENT BROUGHT ONTO THE LICENSED PREMISES OR STORED AT, IN, OR ON ANY OTHER VILLAGE PROPERTY, FACILITY OR BUILDING, INCLUDING PROPERTY STORED WITHIN A VEHICLE OWNED, LEASED, LICENSED OR CONTROLLED BY ANY EVENT STAFF, VENDOR, OR EVENT INVITEE. THIS WAIVER OF LIABILITY AND ASSUMPTION OF RISK SHALL NOT APPLY TO THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE VILLAGE.

22. Insurance. Operator agrees to obtain and maintain the insurance coverages listed in and in accordance with **Exhibit 2** attached hereto and incorporated herein. Valslist shall require all Vendors to provide and maintain at their own cost and expense insurance coverage in accordance with **Exhibit 3**, attached to and incorporated herein. Operator shall tender certificates of insurance

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If to Valslist: Valslist LLC
Attn: Mark Haller
657 Hibbard Road
Winnetka, IL 60093
Email: Mark@valslist.com

If to the Chamber: Winnetka-Northfield-Glencoe Chamber of Commerce
Attn: Terry Dason
841 Spruce Street
Winnetka, IL 60093
Email: director@winnetkanorthfieldchamber.com

Notices personally delivered shall be deemed given on the date of delivery, notices sent by certified mail shall be deemed delivered the second business day following deposit in the mail, and notices sent by email transmission shall be deemed given on the date of transmission if sent on or before 5:00 PM on a business day, or, if later, the next business day.

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

30. No Waiver. The waiver by the Village of any breach or default under any provisions of this Agreement shall not be deemed to constitute a waiver of such provision for any subsequent breach or default of the same or any other provision. The acceptance of any payment by the Village shall not be deemed to constitute a waiver of any prior occurring breach or default by Operator of any provision of this Agreement regardless of the knowledge of the Village of such breach or default at the time of its acceptance of such payment.

31. Entire Agreement; Modifications. This Agreement contains all of the terms and conditions agreed on by the Parties with respect to the subject matter hereof, and no other alleged communications or agreements among the Parties, written or otherwise, shall vary the terms hereof. Any modifications of this Agreement and the License granted herein must be in writing, signed by all Parties and dated on or subsequent to the date hereof.

32. No Assignment. This Agreement may not be assigned by any Party unless consented to in writing by all Parties.

33. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. Any suit or action arising under this Agreement shall be commenced in the Circuit Court of Cook County, Illinois.

34. Counterparts. This Agreement may be signed upon any number of counterparts with the same effect as if the signatures to each were upon the same Agreement.

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35. Severability. The invalidity of any section, paragraph or subparagraph of this Agreement shall not impair the validity of any other section, paragraph, or subparagraph. If any provision of this Agreement is determined to be unenforceable, such provision shall be deemed severable and the Agreement may be enforced with such provision severed or as modified by such court.

36. Headings. Headings and paragraph references contained in this Agreement are for convenience only and are not intended to and do not affect the interpretation of the subject matter contained within those sections.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

VILLAGE OF WINNETKA

VALSLIST LLC

By: _____

By: _____

Title: _____

Title: _____

**WINNETKA-NORTHFIELD-GLENCOE
CHAMBER OF COMMERCE**

By: _____

Title: _____

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EXHIBIT 1
MAP OF LICENSED PREMISES

2022 Winnetka Music Festival Layout

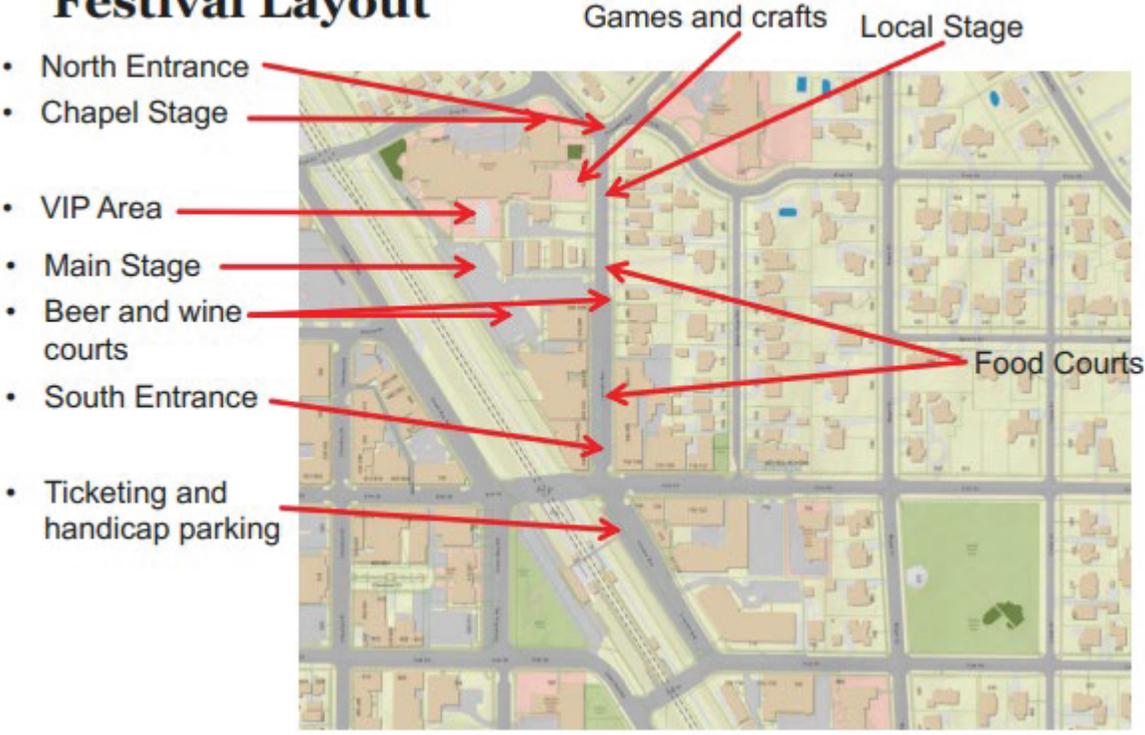


EXHIBIT 2

THE CHAMBER’S AND VALSLIST’S INSURANCE REQUIREMENTS

The Chamber and Valslist shall obtain and maintain insurance of the types and in the amounts listed below for the Term of the Agreement. The Chamber and Valslist shall name the Village as an additional insured on all policies of insurance, except workers’ compensation, on a primary and non-contributory basis. All policies shall be endorsed to include a waiver of subrogation in favor of the Village.

A. Commercial General and Umbrella Liability Insurance

The Chamber and Valslist shall each maintain commercial general liability (CGL) in the amount of \$2,000,000 per occurrence/ \$3,000,000 aggregate.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 0001 04 13 or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, all perils, including fire, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

The Village of Winnetka, its officials, officers, employees, attorneys, volunteers and agents shall be included as additional insureds under the CGL, using ISO insured endorsement CG 20 11 or a substitute providing equivalent coverage. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to the Village. Any insurance or self-insurance maintained by the Village shall be excess of the Chamber’s and Valslist’s insurance and shall not contribute to it.

B. Business Auto Insurance

The Chamber and Valslist, to the extent either party or a volunteer of either party provides transportation of any kind for the Event, shall maintain business auto liability with a limit of not less than \$1,000,000 combined single limit. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos.

Business auto insurance shall be written on Insurance Services Office (ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provided contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

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C. Liquor Liability (Dram Shop) Insurance

Valslist shall maintain liquor liability and Dram Shop liability coverage with a limit of not less than \$1,000,000 per occurrence. The Village of Winnetka, its officials, officers, employees, attorneys, volunteers and agents shall be included as additional insureds.

D. Umbrella Policy

Valslist and the Chamber shall maintain an umbrella policy above \$2,000,000 primary coverage. All umbrella policies must provide excess coverage over underlying insurance on a following-form basis so that, when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover that loss.

E. Workers Compensation Insurance

The Chamber shall maintain workers compensation and employers liability insurance. The employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury and \$1,000,000 by disease. If the Chamber is exempt from maintaining workers compensation and employers' liability insurance in accordance with Illinois law, the Chamber shall provide a written representation, in a form acceptable to the Village, regarding the reason for this exemption.

F. General Insurance Provisions

All certificates of insurance shall provide for 30 days' written notice to the Village prior to the cancellation or material change of any insurance referred to therein. Written notice to the Village shall be by certified mail, return receipt requested.

Failure of the Village to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of the Village to identify a deficiency from evidence that is provided shall not be construed as a waiver of the Chamber's or Valslist's obligation to maintain such insurance.

The Chamber and Valslist shall provide certified copies of all insurance policies required above within seven days of the Village's written request for said copies.

For insurance companies which obtain a rating from A.M. Best, that rating should be no less than A VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A VII or a Best's rating is not obtained, the Village has the right to reject insurance written by an insurer that it deems unacceptable.

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If the Chamber's or Valslist's liability policies do not contain the standard ISO separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

Any deductibles or self-insured retentions must be declared to the Village. At the option of the Village, the Chamber and Valslist may be asked to eliminate such deductibles or self-insured retentions as respects the Village, its officers, officials, employees, volunteers and agents or required to procure a bond guaranteeing payment of losses and other related costs including but not limited to investigations, claim administration and defense expenses.

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EXHIBIT 3

VENDOR INSURANCE AND INDEMNITY REQUIREMENTS

Valslist shall cause all of the Vendors to obtain and maintain insurance of the types and in the amounts listed below for the Term of the Agreement. The Vendors shall name the Village as an additional insured on all policies of insurance, except workers' compensation, on a primary and non-contributory basis. All policies shall be endorsed to include a waiver of subrogation in favor of the Village.

A. Commercial General and Umbrella Liability Insurance

Each Vendor shall each maintain commercial general liability (CGL) in the amount of \$1,000,000 per occurrence/aggregate.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 0001 04 13 or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, all perils, including fire, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

The Village of Winnetka, its officials, officers, employees, attorneys, volunteers and agents shall be included as additional insureds under the CGL, using ISO insured endorsement CG 20 11 or a substitute providing equivalent coverage. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to the Village. Any insurance or self-insurance maintained by the Village shall be excess of the Vendor's insurance and shall not contribute to it.

B. Business Auto Insurance

Each Vendor, to the extent a Vendor provides transportation of any kind for the Event, shall maintain business auto liability with a limit of not less than \$1,000,000 combined single limit. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos.

Business auto insurance shall be written on Insurance Services Office (ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provided contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

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C. Umbrella Policy

Each Vendor shall maintain an umbrella policy above \$2,000,000 primary coverage. All umbrella policies must provide excess coverage over underlying insurance on a following-form basis so that, when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover that loss.

D. Workers Compensation Insurance

Each Vendor shall maintain workers compensation and employers liability insurance. The employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury and \$1,000,000 by disease. If a Vendor is exempt from maintaining workers compensation and employers' liability insurance in accordance with Illinois law, the Chamber and/or Valslist shall provide a written representation, in a form acceptable to the Village, regarding the reason for this exemption.

E. General Insurance Provisions

All certificates of insurance shall provide for 30 days' written notice to the Village prior to the cancellation or material change of any insurance referred to therein. Written notice to the Village shall be by certified mail, return receipt requested.

Failure of the Village to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of the Village to identify a deficiency from evidence that is provided shall not be construed as a waiver of a Vendor's obligation to maintain such insurance.

The Chamber and Valslist shall provide certified copies of all insurance policies required above within seven days of the Village's written request for said copies.

For insurance companies which obtain a rating from A.M. Best, that rating should be no less than A VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A VII or a Best's rating is not obtained, the Village has the right to reject insurance written by an insurer that it deems unacceptable.

If a Vendor's liability policies do not contain the standard ISO separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

Any deductibles or self-insured retentions must be declared to the Village. At the option of the Village, a Vendor may be asked to eliminate such deductibles or self-insured retentions as respects

{00125782.4}

the Village, its officers, officials, employees, volunteers and agents or required to procure a bond guaranteeing payment of losses and other related costs including but not limited to investigations, claim administration and defense expenses.

{00125782.4}



Agenda Item Executive Summary

Title: Resolution No. R-49-2022: 2022-2023 Dutch Elm Disease Prevention Program (Adoption)

Presenter: Andrew Lueck, Village Forester

Agenda Date: 04/19/2022

Consent: YES NO

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

Item History:

The FY 2022 Village budget contains \$25,000 for the Dutch Elm Disease Prevention Program in account 100.35.26-545.

Executive Summary:

On March 25, 2022, the Village held a bid opening for the 2022-2023 Dutch Elm Disease Prevention Program. This is a multi-year contract with the possibility of an extension through 2024 and 2025 if both the Village and contractor are agreeable. The program includes the treatment of American elm trees as a preventative for Dutch elm disease. Bids were submitted on a cost per diameter inch basis, with approximately 2,200 inches to be treated in 2022 and 2,300 inches in 2023. Three firms responded to the request, and their bids are summarized as follows:

Robert Kinnucan Tree Experts and Landscaping Company, Inc.
2022 - \$11.27 per inch. \$24,794 total cost
2023 - \$11.35 per inch. \$26,105 total cost

Sunrise Tree Experts
2022 - \$14.95 per inch. \$32,890 total cost
2023 - \$14.95 per inch. \$34,385 total cost

Trees R Us
2022 - \$16.87 per inch. \$37,114 total cost
2023 - \$16.87 per inch. \$38,801 total cost

Robert Kinnucan Tree Experts and Landscaping Company, Inc. provided the lowest price per inch and associated total cost for both 2022 and 2023. The Village of Winnetka previously contracted with Kinnucan Tree Experts in 2019-2021 for the Dutch Elm Disease Prevention Program, with work being completed in a satisfactory manner.

Based on the above information, Village staff recommends awarding the 2022-2023 Dutch Elm Disease Prevention Program contract to Robert Kinnucan Tree Experts and Landscaping Company, Inc. Resolution No. R-49-2022 awards a contract to Robert Kinnucan Tree Experts and Landscaping Company, Inc. for the Dutch Elm Disease Prevention Program in an amount not to exceed \$25,000 in 2022 and \$27,000 in 2023.

Recommendation:

Consider adopting Resolution No. R-49-2022, awarding a contract to Robert Kinnucan Tree Experts and Landscaping Company, Inc., for an amount not to exceed \$25,000 in 2022 and \$27,000 in 2023, with the option to extend the contract into 2024 and 2025.

Attachments:

1. Resolution No. R-49-2022: Awarding a Contract to Robert Kinnucan Tree Experts and Landscaping Company, Inc. for Dutch Elm Disease Prevention Services.
2. Bid Tabulation

ATTACHMENT 1

RESOLUTION NO. R-49-2022

A RESOLUTION AWARDING A CONTRACT TO ROBERT KINNUCAN TREE EXPERTS AND LANDSCAPING COMPANY, INC. FOR DUTCH ELM PREVENTION 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 has appropriated funds for the procurement of Dutch Elm Disease prevention services ("**Work**") for two years with options to extend the contract for two additional one-year periods ("**Renewal Options**"); and

WHEREAS, the Village requested bids for the performance of the Work; and

WHEREAS, the Village received bids for the Work from three bidders and opened the bids on March 25, 2022; and

WHEREAS, pursuant to Chapter 4.12 of the Village Code and the Village's purchasing manual, the Village Council has determined that Robert Kinnucan Tree Experts and Landscaping Company, Inc. ("**Contractor**") is the lowest responsible bidder for the Work; and

WHEREAS, the Village Council desires to enter into a contract with Contractor for performance of the Work in an amount not to exceed \$25,000.00 for 2022 and \$27,000.00 for 2023 ("**Contract**"); and

WHEREAS, the Village Council has determined that it is in the best interests of the Village and its residents to award the Contract to 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 adopts the foregoing recitals as its findings, as if fully set forth herein.

SECTION 2: APPROVAL OF CONTRACT. The Village Council hereby approves the Contract in substantially the form attached as **Exhibit A**, and in a final form approved by the Village Attorney.

SECTION 3: AUTHORIZATION TO EXECUTE CONTRACT. The Village Council hereby authorizes and directs the Village President and the Village Clerk to execute and attest, respectively, on behalf of the Village, the final Contract after receipt by the Village Manager of two executed copies of the final Contract from Contractor; provided, however, that if the Village Manager does not receive two executed copies of the final Contract from Contractor within 60 days after the date of adoption of this Resolution, then this authority to execute and seal the final Contract will, at the option of the Village Council, be null and void.

SECTION 4: AUTHORIZATION TO EXERCISE OPTION TO EXTEND CONTRACT. The Village Council hereby authorizes the Village Manager to exercise, on behalf of the Village, two renewal options of the Contract if: (a) the Village Manager determines, in their discretion, that the Renewal Options are favorable to the Village; and (b) the Renewal Options are substantially similar to the Renewal Options in the Agreement attached to this Resolution. This Resolution is not to be deemed or interpreted as obligating the Village Manager to execute any Renewal Options.

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 19th day of April 2022, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

Signed

Village President

Countersigned:

Village Clerk

EXHIBIT A

VILLAGE OF WINNETKA

RFB #022-020

CONTRACT FOR

2022-2023 Dutch Elm Disease Prevention Program

Full Name of Bidder Robert Kinnucan Tree Experts and Landscaping Company, Inc. ("Bidder")
 Principal Office Address 28877 Nagel Court, Lake Bluff, IL 60044
 Local Office Address 28877 Nagel Court, Lake Bluff, IL 60044
 Contact Person Kris Bockhaut Telephone Number 847-234-5327

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

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

1. Work Proposal

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

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

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

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

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

2. Contract Price Proposal

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

A. Schedule of Prices. For providing, performing, and completing all Work, the *Village will not pay more than the price per contract year as outlined in Attachment A.*

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

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

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

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

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

3. Contract Time

If this Contract is accepted, Bidder proposes and agrees that Bidder shall commence the Work within 10 days after Owner's acceptance of the Contract provided Bidder shall have furnished to Owner all bonds and all insurance certificates specified in this Contract (the "Commencement Date"). If this Contract is accepted, Bidder proposes and agrees that Bidder shall perform the Work diligently and continuously and shall complete the Work by 12/31/23.

4. Financial Assurance

A. Bonds. Bids must be accompanied by a bid deposit of at least 10% of the contract year one total bid amount. Bid deposits may be in the form of a bid bond, cashier's check, money order or bank draft. Bidder shall furnish a performance and payment bond annually, totaling 100% of the contract amount for each specific year no less than fourteen (14) days prior to the annual Contract start date.

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

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

1. Workers' Compensation and Employer's Liability

Limits shall not be less than:

Worker's Compensation: Statutory

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

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

2. Commercial Motor Vehicle Liability

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

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

3. Commercial General Liability

Limits shall not be less than:

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

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

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

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

4. Umbrella Liability Limits

shall not be less than:

\$2,000,000 Bodily Injury and Property Damage Combined Single Limit.

This Coverage shall apply in excess of the limits stated in 1, 2, and 3 above.

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

D. Penalties. If this Contract is accepted, Bidder proposes and agrees that Bidder shall be solely liable for any 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 Bidder's performance of, or failure to perform, the Work or any part thereof.

5. Firm Contract

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

6. Bidder's Representations and Warranties

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

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

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

C. Prevailing Wage Act. Not applicable to this Contract.

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

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

7. Acknowledgements

In submitting this Contract, Bidder acknowledges and agrees that:

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

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

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

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

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

F. No Waiver. No examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by Owner, whether before or after Owner's acceptance of this Contract; nor any information or data supplied by Owner, whether before or after Owner's acceptance of this Contract; nor any order by Owner for the payment of money; nor any payment for, or use, possession, or acceptance of, the whole or any part of the Work by Owner; nor any extension of time granted by Owner; nor any delay by

Owner in exercising any right under this Contract; nor any other act or omission of Owner shall constitute or be deemed to be an acceptance of any defective, damaged, or nonconforming Work, nor operate to waive or otherwise diminish the effect of any representation or warranty made by Bidder, or of any requirement or provision of this Contract; or of any remedy, power, or right of Owner.

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

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

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

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

The remainder of this page is intentionally left blank.

Dated: March 21, 2022.

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

Bidder's Name: Robert Kinnucan Tree Experts and Landscaping Company, Inc.

Doing Business As (if different): _____

Signature of Bidder or Authorized Agent: _____ 3/21/2022

Title/Position: President

Bidder's Business Address: 28877 Nagel Court, Lake Bluff, IL 60044

Bidder's Business Telephone: 847-234-5327 Facsimile: 847-234-3260

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

NAME	TITLE	ADDRESS
Robert C. Kinnucan	CEO	12548 Meadow Cr, Lake Bluff, IL 60044
Kristine A. Bockhaut	President	6078 Golfview Dr, Gurnee, IL 60031

ATTACHMENT A - SPECIFICATIONS

A. General Conditions

1) INTRODUCTION:

The Village of Winnetka is accepting sealed bids for its Dutch Elm Disease Prevention Program. This work consists of providing a preventive treatment for Dutch Elm Disease (DED) in parkway and other publicly owned elm trees through the root flare injection of Arbortec 20-S at the three (3) year rate.

2) SCOPE OF WORK:

The contractor shall furnish all labor, supervision, supplies, tools, equipment and other means necessary or proper for performing and completing the work, and shall obtain any and all required permits. The contractor shall also be responsible for cleaning up each job site and shall repair or restore all structures and property that is damaged or disturbed during the performance of the work to the satisfaction of the Village of Winnetka. Any and all damage must be reported on a daily basis to the Village Forester or designee.

3) GENERAL:

The specifications set forth in the following paragraphs pertain to providing a preventative treatment for Dutch Elm Disease (DED) in parkway and other publicly owned trees. Any elms determined by the Village Forester or designee, or the contractor, to have Dutch Elm Disease before proposed treatment will not be treated under this contract.

4) BIDDER'S QUALIFICATION:

It shall be required that each proposal furnished to the Village of Winnetka, include as part of the proposal, the names of at least three (3) municipal government references in the Chicagoland area in which the bidder's organization has performed similar tree care work under a government contract within the last four (4) years. A form is attached for this purpose.

5) LOCATIONS AND QUANTITY OF WORK:

- a) The trees to be injected will be plainly identified by the Village of Winnetka by street address. The total of trunk diameter inches will be approximately 2,200 total diameter inches in 2022 and 2,300 inches in 2023. Approximately 60-70 trees will be injected each year.
- b) No part of the Agreement amount shall cover the additional cost of preparing the tree(s) for injection or any other mode of DED treatment or sanitation. Injections are assigned and administered as three-season preventive treatments. Curative treatments will be provided only under the written approval and direction of the Village Forester or designee.
- c) American elm trees will be the only species to be considered for injection under this contract. For preventative treatment, the Village Forester or designee may need to determine the presence of Dutch Elm Disease (DED) and may confirm the diagnosis with laboratory tests or on-site twig examination. Also, the Village Forester or designee, in agreement with the contractor, will designate a tree as safe from root graft infection when necessary.

6) TIMING OF INJECTIONS:

The injection period will run from approximately June 1 through August 30 each year. Injections will occur to trees that have exuded full leaf size and have not reached fall senescence. Timing is critical to the success of this project. All trees must be injected within the time frame listed in the contractor's proposal. Contract extension will be allowed if agreed by the Village of Winnetka and successful bidder.

7) INJECTION PROCEDURE REQUIREMENTS:

The contractor will be required to supply all equipment and supplies incidental to injections with "Arbortect 20-S" in the manner set forth on the label as specified for a three-year preventative treatment. The contractor is responsible for providing an injection system capable of proportioning the proper "Arbortect to water" ratio using gravity feeding. Injection trees should fit into holes between 7/32 and 9/32 of an inch diameter, with the holes drilled into the root flares no more than one inch deep, using drill slopes at one inch, and using the pre-calculated length as per manufacturer's procedures. All holes drilled for injection sites will be drilled with a sharp, high helix drill bit, and will be eight to ten inches below the top of the root flare. Drill bits are to be replaced as required (a minimum of every 10 trees) to prevent cauterization of wounds and minimize injury to the tree during drilling. Excavate all sod and soil from the base of the tree, finishing with a brush to the drill sites to prevent excessive dulling of drill bits.

The excavated area should extend up to one foot away from the base of the tree, and may be from 8 to 12 inches deep, depending upon the accessibility of the root flares.

The project is to be completed under the direction of the Village Forester or designee, and the viability of all Arbortect 20-S fungicide used and the method of performing the work shall, at all times, be subject to review by the Village Forester or designee. The Village Forester or designee shall have the authority to decide questions which arise as to quality and acceptability of materials furnished and work performed.

8) ARBORTECT 20-S RATIO:

For three growing season preventive injections as proposed, the required Arbortect amount will be at a rate of 2.4 oz. per Diameter Breast Height (DBH inch). This rate may be reduced for specific trees to compensate for missing canopy, but only if so determined by Village Forester.

9) POST-TREATMENT:

- a) All trimmings, sod or any other form of debris resulting from this project or any work resulting from said project will be cleaned up and removed from the site by the contractors.
- b) Any holes or depressions left in the general injection work areas shall be filled with soil equal to or better than adjacent areas. No brush chips, stumps, grindings, etc. shall be used as filler in such holes.

10) ASSIGNMENT OF CONTRACT:

- a. It is the intent of the Village of Winnetka to award an agreement for American elm tree injection in the Village as set forth on the attached proposal form. The Village of Winnetka also reserves the right to enter into agreement(s) with the second, third and successive low bidders if deemed advantageous to the Village of Winnetka. The lowest responsive and responsible bidder, however, will receive the first work within specific areas to the extent that he or she demonstrates the ability to fully perform, including compliance with the provisions of this specification and the applicable provisions of the State Department of Agriculture rules regarding pesticide use.
- b. The low bidder(s) shall be determined by comparing total bid prices derived from dividing the total number of diameter inches to be injected by the total cost provided in the bid.
- c. The award of low bid will be made in the best interest of the Village of Winnetka. It shall be based on, but not limited to, the following factors:
 - i. Total Price bid.
 - ii. Rate of proposed injections per week
 - iii. Compliance with the all General Conditions and any Special Conditions listed within this document.
 - iv. Prior experience with the Village of Winnetka with regard to services offered, capability to meet contract provisions and appropriate deadlines.

11) BASIS OF PAYMENT:

- a. Payment will be based on the diameter in inches of each tree treated. The diameter shall be the Diameter at Breast Height, also known as DBH, as measured from 4.5 feet above ground level. In the case of slopping ground, the point of measure of the diameter shall be at an average distance of 4.5 above the ground line. If the tree is forked at a point less than 4.5 feet above the ground, the diameter will be measured just below the fork. If there is a clump of multiple stems each arising from the ground, each stem will be measured individually at 4.5 feet above ground level.
- b. The Village of Winnetka reserves the absolute right to increase or decrease the quantity of work originally estimated in the Agreement. Regardless of the final scope of the Agreement, payment to the contractor will be made on the bases of unit prices as stated in the proposal along with adjustments referred to herein.

12) CONTRACTOR'S REPRESENTATIVE:

The contractor shall maintain the applicable current pesticide license in accordance with the Illinois Department of Agriculture requirements. The contractor shall also provide a designated, on-site Supervisor, who is an International Society of Arboriculture Certified Arborist. This Supervisor shall have full authority to act for the contractor and to receive and execute orders from the Village Forester or designee. Any instructions given to such Supervisor or person executing work for the contractor shall be binding on the contractor as though given to him or her personally. The designated Supervisor must be proficient in the use and interpretation of the English language. All injection sites must be monitored continuously during the actual treatments. At no time will the contractor be allowed to leave any tree being injected unattended.

13) CONTRACTOR'S RESPONSIBILITY:

- a. The contractor shall furnish all necessary machinery, tools, labor and materials required, and shall fully complete the work in accordance with the Agreement.
- b. The entire work to be performed under the Agreement is to be at the contractor's risk, and he or she is to assume the responsibility for all damages to the work or to the entire project until its completion and acceptance. It shall be the contractor's responsibility to maintain all states of work in a safe and suitable condition at all times, including nights, weekends, and holidays. The contractor shall make observations of his or her work during such periods as are necessary to insure proper performance thereof. The contractor shall designate one person who shall have charge of the job and to whom the Village Forester or designee shall give directions. Precautions shall be exercised at all times for the protection of persons (including employees) and property. The safety provisions of all applicable laws shall be observed.

14) PROTECTION OF THE WORK:

Where the work is carried on, in, or adjacent to, any street, alley or public place, the contractor shall at his or her own expense furnish and erect such barricades, fences, lights and danger signals and shall provide such flagmen and shall take such other precautionary measures for the protection of persons and property, and of the work, as are necessary.

15) PROTECTION AND RESTORATION OF PROPERTY:

- a. The contractor shall not enter upon private property without having previously obtained permission from the Village of Winnetka and the Owner. The contractor shall be responsible for the preservation of, and shall use every precaution to prevent damage to all trees, shrubs, plants, lawns, fences, culverts, bridges, pavement, driveways, sidewalks, etc.; all water, sewer and gas lines; all conduits; all overhead pole lines or appurtenances thereof; and all other public or private property along or adjacent to the work. Any adjacent shrubs, trees or other growth receiving or sustaining breakage, injury or other damage during the injection program shall be given remedial or corrective treatment and clean-up. The contractor must immediately report any and all damage to any private property, along with the proposed corrective measures to be taken.
- b. The contractor shall notify the proper representatives of any public utility, corporation and company or individual, not less than forty eight hours in advance of any work which may damage or interfere with the operation of their property along adjacent to the work.
- c. The contractor shall be responsible for all damages or injury to property of any character resulting from any act, omission, neglect or misconduct in the manner or method of executing the work, or due to non-execution of the work, or at any time due to defective work or materials.
- d. The contractor shall restore, or have restored at his or her own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or

otherwise restoring as may be directed, or shall make good such damage from injury in a manner acceptable to the Owner and the Village of Winnetka.

- e. In case of failure on the part of the contractor to restore such property and to make good such damage or injury, the Village of Winnetka may give written notice under ordinary circumstances and without notice when a nuisance or hazardous condition results, property to repair, rebuild or otherwise restore such property as may be determined necessary, and the cost thereof will be deducted from any monies due to the contractor under this Agreement and if not so deducted, the contractor will be obligated to forthwith reimburse the Village of Winnetka for the cost thereof.
- f. The Village of Winnetka shall be indemnified and saved harmless from any suit or expense claim brought for or on account of any damage, maintenance, removal, and/or replacement ore relocation of mains, conduits, pipes, wires, cable or such other structures of private utility firms or corporation, whether underground or overhead, that may be caused or required by the contractor during the time of work is in progress.

16) TIME OF WORK:

The contractor shall only be allowed to work on weekdays (Monday through Friday) from 7:00 A.M. to 5:00 P.M. No other times are allowed except as authorized by the Village of Winnetka. No weekend work shall be allowed unless prior written approval by the Village of Winnetka is obtained. No work will be allowed on legal holidays as recognized by the Village of Winnetka.

17) PRIVILEGES OF CONTRACTOR IN STREETS, ALLEYS AND RIGHT-OF-WAY:

- a. For the performance of the Agreement, the contractor will be permitted to occupy such portions of streets or alleys, or other public places, or other right-of-ways, as permitted by the Village of Winnetka, and with proper traffic warnings and controls. Vehicular access must be maintained at all times in at least one direction, unless a formal detour has been previously approved.
- b. Where the work encroaches upon any right-of-way of any railway or State or County Highway, the contractor shall observe all the regulations and instructions of the Railway Company and Highway Department as to methods of doing the work, or precautions for safety of property and the public. All negotiations with the Railway Company and Highway Department shall be made by the contractor at his or her expense.
- c. Under no circumstances shall any motorized equipment other than approved turf maintenance equipment be permitted to be driven on the parkways, driveways, public walks, or any private property while performing work under the provisions of this contract.

18) DELAYS:

- a. The contractor herewith specifically waives claims for damages for any hindrance or delay. Shutdowns due to improper work or otherwise due to the contractor's operations, are not cause for extension of time. The contractor must perform at the proposed rate of injections and must maintain the ability to perform at that level throughout the effective period of the contract.
- b. Failure to meet these requirements shall be basis for executing the penalty provisions of this Agreement; rejection of bid or forfeiture of Agreement.

19) FAILURE TO COMPLETE WORK ON TIME:

- a. Should the contractor fail to complete the work on or before the original date set forth for completion in the work order, the Village of Winnetka may permit the contractor to proceed if agreed upon by the Village.
- b. Permitting the contractor to continue and finish the work or any part of it after time fixed for its completion, or after the date to which the time of completion may have been executed, shall in no way operate as a waiver on the part of the Village of Winnetka or any of its rights under the Agreement. Neither by the taking over of the work by the Village of Winnetka nor by the termination of the agreement, shall the Village of Winnetka forfeit the right to recover liquidated damages from the contractor.
- c. If the contractor should neglect to proceed with the work properly, or fail to perform any provisions of the Agreement, the Village of Winnetka, after written notice to the contractor, may without prejudice to any other remedy the Village of Winnetka may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due to the contractor.

20) DEDUCTIONS

The Village of Winnetka may withhold from payment to the contractor such an amount or amounts as may be necessary to cover:

- a) Defective work not remedied.
- b) Claims for labor or materials furnished the contractor or subcontractor, or reasonable evidence indicating probable filing of.
- c) Failure of the contractor to make payments, material suppliers, or labor furnished to others.
- d) A reasonable doubt that the contract can be completed for the balance then unpaid.
- e) Evidence of un-remedied damage to private or public property.

21) FORFEITURE OF CONTRACT:

- a) If at any time the Village Forester or designee is of the opinion that the work is unnecessarily delayed, and will therefore not be finished within the prescribed time, he or she shall notify the contractor, in writing, to that effect. If the contractor does not take such measures as will, in the judgment of the Village Forester or designee, ensure the satisfactory completion of the work, the Village Forester or designee may then notify the said contractor to discontinue all work under the Agreement for this project, and the contractor shall immediately respect such notice and stop work, and cease to have any rights to the possession of the grounds.
- b) The Village of Winnetka may thereupon re-let the Agreement or employ such forces as it deems advisable to complete the work, and charge the cost of all labor and materials necessary for such completion to the contractor, and the amount so charged shall thereafter become due, to the contractor under and by virtue of the contractor for this improvement.
- c) If the contractor shall assign the Agreement for this improvement without the written consent required above, or shall abandon the work thereon, or shall neglect or refuse to comply with these specifications and the instructions of the Village Forester or designee, relative thereto and with the ordinances of the Village of Winnetka, the Village of Winnetka shall have the right to annul and cancel said Agreement and to re-let the work, or any part thereof, and such annulment shall not entitle the contractor to any claim for damages on account thereof, nor shall it affect the right of the Village of Winnetka to recover damages which may arise from such failure.

22) COMPLETION OF CONTRACT AND INSPECTIONS:

- a. After completing the work as detailed in the Agreement, the contractor shall immediately submit to the Village Forester or designee in writing a billing for the work order amount as a notice of completion of the project.
- b. The Village Forester or designee will make final inspection of all work included in the work order as soon as practicable after notification by the contractor that such work is completed.
- c. If such work is not acceptable at the time of inspection, the contractor will be notified in writing as to the particular defects to be remedied before such work can be accepted. If, within a period of three working days after such notification, the contractor has not taken steps to promptly complete the work as directed, the Village of Winnetka may without further notice and without in any way impairing the Agreement, make such other arrangements as may be deemed necessary to have such work completed in a satisfactory manner. The cost of completing such work shall be deducted from any monies due, or which may become due the contractor on the Agreement.
- d. If the contractor claims that any instructions, latent conditions or otherwise, involves extra cost under this Agreement, a claim for the extra cost must be submitted in writing within ten days after such obstruction or observance of conditions, and in any event, before proceeding shall then be as provided, for changes in the work. Claims made after this time, or not made in writing will be refused and no claim shall be valid unless so made.

23) CONTRACT PERIOD:

- a. The Agreement shall commence on date of Agreement and terminate on December 31, 2023, unless terminated sooner in accordance with the provisions contained herein.
- b. The Village and Contractor may agree to extend this contract into 2024 and 2025 if mutually acceptable to both parties.

24) ASSIGNMENT OF WORK:

- a. At the time of award of the contract a Purchase Order number will be assigned to the contractor who shall record this number on all invoices and statements submitted to the Village of Winnetka for payment.
- b. Individual work orders for elm tree injections shall be placed with the contractor on forms supplied by the Village of Winnetka as future detail of work required. The work order shall be the contractor's notice to proceed. All work orders shall be in writing and shall give the location and size and contractors bid price of all trees to be injected along with any pertinent information.
- c. Contractor shall designate one person, with credentials listed, which include: ISA Arborist certification to administer awarded contract. This person shall serve as a liaison for Village of Winnetka staff, residents and contractor.
- d. The contractor shall, as often as he or she desires, pick up new work orders when available and submit invoices for payment of completed work orders.
- e. All work orders must be completed within a thirty (30) day period of receipt. If a contractor has displayed his or her inability to comply with that schedule, the Village of Winnetka may issue work orders to the second and successive low bid. At no time shall the amount of uncompleted work orders exceed the performance bond amount.
- f. No invoices shall be submitted unless these work orders contained herein have been completed.

25) BASIS OF PAYMENT:

The completed work order and the unit price bid for the appropriate diameter tree shall be used as the basis for computing payment. Payment of each work order in total shall be made after satisfactory completion and acceptance of the work on that work order. Payment will be made by the diameter class in accordance with the Bid Proposal Form.

26) PROPOSED PRICES:

The Bidder hereby proposes to furnish all labor, materials, equipment, transportation, and facilities necessary to complete, in a workmanlike manner and in accordance with the contract documents, the contract of work bid upon herein for compensation in accordance with the following prices:

Year	DBH Total Inches	Price Per Inch	Total Cost	3-Year Therapeutic Application Rate (2.4oz/Inch DBH)
2022	2,200 inches	\$11.27	\$24,794.00	5,280 oz.
2023	2,300 inches	\$11.35	\$26,105.00	5,520 oz.

Bidder understands that the quantity shown above is an estimate only, and that the Village of Winnetka reserves the right to increase or decrease these quantities.

ATTACHMENT B – REFERENCES

REFERENCES FOR VILLAGE OF WINNETKA

Please list below current business references for which you have performed work similar to that required by this proposal. *Please provide this information for each partner in a Joint Venture, and for all Subcontractors.*

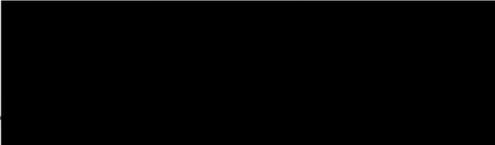
Facility: City of Evanston
Address: 2100 Ridge Avenue
City, State, Zip Code: Evanston, IL 60201
Telephone Number: 224-277-1520
Contact Person: Michael Callahan
Dates of Service: 2017 \$651,000 & 2020 \$626,000

Facility: City of Park Ridge
Address: 505 Butler Place
City, State, Zip Code: Park Ridge, IL 60068
Telephone Number: 847-318-5231
Contact Person: Brandon Naser
Dates of Service: 2014 - 2021 \$410,000

Facility: Village of Winnetka
Address: 1390 Willow Road
City, State, Zip Code: Winnetka, IL 60093
Telephone Number: 847-716-3535
Contact Person: Jim Stier
Dates of Service: 2019 \$21,000 2020 \$24,000 2021 \$27,000

Complete this form and submit it with Form of Proposal.

Offeror's Name: Kris Bockhaut

Signature: 

ACCEPTANCE

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

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

VILLAGE OF WINNETKA

Signature: _____

Printed name: _____

Title: _____

Attachment 2

2022 Dutch Elm Disease Prevention Program - Bid Tabulation

Kinnucan Tree Experts

Year	Inches	\$/inch	Cost
2022	2,200	\$11.27	\$24,794
2023	2,300	\$11.35	\$26,105
Total			\$50,899

Sunrise Tree Experts

Year	Inches	\$/inch	Cost
2022	2,200	\$14.95	\$32,890
2023	2,300	\$14.95	\$34,385
Total			\$67,275

Trees R Us

Year	Inches	\$/inch	Cost
2022	2,200	\$16.87	\$37,114
2023	2,300	\$16.87	\$38,801
Total			\$75,915



Agenda Item Executive Summary

Title: Resolution No. R-50-2022: Winnetka Farmers Market License Agreement (Adoption)

Presenter: Tim Sloth, Finance Director

Agenda Date: 04/19/2022

Consent: YES NO

- | | |
|-------------------------------------|-------------------------|
| <input type="checkbox"/> | Ordinance |
| <input checked="" type="checkbox"/> | Resolution |
| <input type="checkbox"/> | Bid Authorization/Award |
| <input type="checkbox"/> | Policy Direction |
| <input type="checkbox"/> | Informational Only |

Item History:

The annual Winnetka Farmers Market began operations in 2017. The event has traditionally been held in the Parking Lot adjacent to Village Hall in downtown Winnetka. In 2022 the event is moving to the Elm Street Train Station Parking Lot and the adjacent Station Park. The train station parking lot is owned by the Union Pacific Railroad Company and leased to the Village to maintain and operate. Station Park is owned by the Winnetka Park District.

Executive Summary:

The 2022 Winnetka Farmers Market will be held each Saturday from June 4th through October 29th from 7:30am to 12:30 pm. The Farmers Market is a free public event which will showcase 65-75 unique vendors and is expected to attract 25,000 visitors to downtown Winnetka. Given the scope and extensive footprint of the event it was determined that a formal license agreement should be agreed upon before granting approval to the special event permit.

The license agreement is between the Village, the Winnetka-Northfield-Glencoe Chamber of Commerce and the Winnetka Park District. Key points identified in the license agreement include:

- Location, date and times for the event including setup, operation and cleanup.
- Defined use of the premises.
- Market plan
- Parking
- Waste management and utilities.
- Insurance, indemnification and waiver of liability

Recommendation:

Consider adoption of Resolution No. R-50-2022, which approves a Non-exclusive License Agreement for use of the Elm Street Train Station Parking Lot and Station Park for a Farmers' Market.

Attachments:

1. Resolution No. R-50-2022: Approving a Non-exclusive License Agreement for use of the Elm Street Train Station Parking Lot and Station Park for a Farmers' Market.

ATTACHMENT 1

RESOLUTION NO. R-50-2022

A RESOLUTION APPROVING A NON-EXCLUSIVE LICENSE AGREEMENT FOR THE USE OF THE ELM STREET TRAIN STATION PARKING LOT AND STATION PARK FOR A FARMERS' MARKET

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 Union Pacific Railroad Company, a Delaware corporation ("**UPRR**"), is the owner of the property commonly known as the Elm Street Train Station Parking Lot; and

WHEREAS, the Village is the tenant of the Train Station Parking Lot pursuant to a lease agreement with the UPRR dated August 1, 1978 ("**Lease**"); and

WHEREAS, the Winnetka Park District ("**Park District**") is the owner of the Property located adjacent to the Elm Street Parking Lot and commonly known as Station Park ("**Park**"); and

WHEREAS, the Winnetka-Northfield-Glencoe Chamber of Commerce, Inc. ("**Chamber**"), traditionally has hosted a farmers' market in the Village on Saturdays during the summer ("**Market**") in the Village Hall parking lot ("**Village Hall Parking Lot**"); and

WHEREAS, the Market is a positive and valuable community asset that has been well received by Village residents; and

WHEREAS, the Market must be hosted in an alternative location in 2022 due to the planned reconstruction of the Village Hall Parking Lot; and

WHEREAS, the Chamber has requested to host the 2022 Market in the Train Station Parking Lot and Park; and

WHEREAS, the Village and Park District desire to authorize the Chamber to use the Train Station Parking Lot and Park (**see Exhibit A**) for the 2022 Market; and

WHEREAS, the Village, Park District, and Chamber desire to enter into a non-exclusive license agreement to permit the Chamber to use the Train Station Parking Lot and Park for the 2022 Market ("**License Agreement**"); and

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

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

April 19, 2022

R-50-2022

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

SECTION 2: APPROVAL OF LICENSE AGREEMENT. The Village Council hereby approves the License Agreement by and among the Village, Park District, and Chamber in substantially the form attached to this Resolution as **Exhibit B** and in a final form approved by the Village Attorney.

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

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

ADOPTED this April 19, 2022, pursuant to the following roll call vote:

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

Signed

Village President

Countersigned:

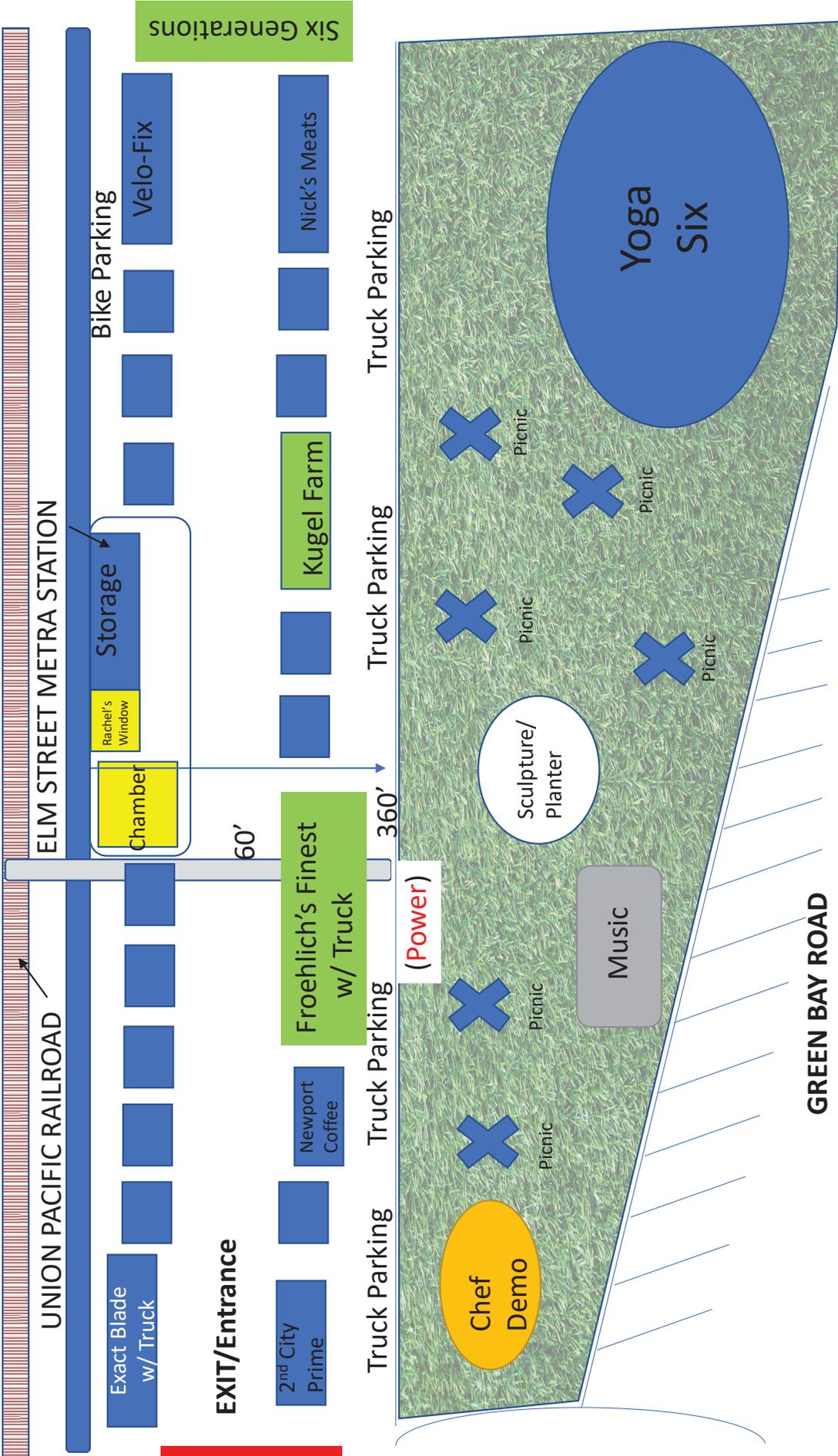
Village Clerk

EXHIBIT A

DEPICTION OF TRAIN STATION PARKING LOT AND PARK

2022 Winnetka Farmers' Market – Site Map

MAP NOT DRAWN TO SCALE



ELM STREET

EXHIBIT B
LICENSE AGREEMENT

April 19, 2022

R-50-2022

NON-EXCLUSIVE LICENSE AGREEMENT

THIS NON-EXCLUSIVE LICENSE AGREEMENT ("Agreement"), dated as of this ____ day of April, 2022, ("**Effective Date**"), by and among the **VILLAGE OF WINNETKA**, an Illinois home rule municipality ("**Village**"), the **WINNETKA PARK DISTRICT**, an Illinois park district ("**Park District**"), and the **WINNETKA-NORTHFIELD-GLENCOE CHAMBER OF COMMERCE, INC.**, an Illinois not-for-profit corporation ("**Chamber**").

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

SECTION 1. RECITALS.

A. The Union Pacific Railroad Company ("**UPRR**") is the owner of the property commonly known as the Elm Street Train Station Parking Lot, which is depicted in **Exhibit A** attached hereto and incorporated herein ("**Train Station Parking Lot**").

B. The Village has leased the Parking Lot from the UPRR pursuant to that certain Lease Agreement dated August 1, 1978 ("**Lease**").

C. The Park District is the owner of the property located adjacent to the Elm Street Parking Lot known as Station Park, which is depicted in **Exhibit A** attached hereto and incorporated herein ("**Park**").

D. The Chamber hosts a farmers' market in the Village each summer on Saturdays in the Village's parking lot adjacent to Village Hall ("**Market**").

E. Due to planned reconstruction of the Village Hall parking lot, the Chamber has requested to host the 2022 Market in the Train Station Parking Lot and Park.

F. The Village and Park District desire to authorize the Chamber to use the Train Station Parking Lot and Park for the 2022 Market, subject to the terms and conditions of this Agreement.

G. The Village, Park District, and Chamber desire to enter into this Agreement to permit the Chamber to use the Train Station Parking Lot and Park for the 2022 Market.

SECTION 2. GRANT AND TERM OF LICENSE.

A. **Grant of Village License.** Subject to the terms and conditions set forth in this Agreement, the Village hereby grants to the Chamber, and the Chamber hereby accepts, a non-exclusive revocable license to use the Train Station Parking Lot for the sole purpose of hosting the 2022 Market pursuant to and in strict accordance with the terms and provisions of this Agreement ("**Village License**"). The Chamber acknowledges and agrees that nothing in this Agreement shall

be interpreted to provide a license to the Chamber to alter the Train Station Parking Lot in any way other than as expressly set forth in this Agreement.

B. **Grant of Park District License.** Subject to the terms and conditions set forth in this Agreement, the Park District hereby grants to the Chamber, and the Chamber hereby accepts, a non-exclusive revocable license to use the Park for the sole purpose of hosting the 2022 Market pursuant to and in strict accordance with the terms and provisions of this Agreement ("***Park District License***"). The Chamber acknowledges and agrees that nothing in this Agreement shall be interpreted to provide a license to the Chamber to alter the Park in any way other than as expressly set forth in this Agreement.

C. **As-Is, Where-Is.** The Chamber hereby accepts the Train Station Parking Lot and Park in their condition at the time of use, WHERE-IS and AS-IS, and subject to applicable requirements of law. The Chamber acknowledges and agrees that: (i) the Village and Park District have made no representations or warranties as to the suitability of the Train Station Parking Lot or Park for the Chamber's intended purposes; and (ii) the Village and Park District will have no responsibility to maintain the Train Station Parking Lot or Park in any particular condition or manner. The Chamber waives any implied warranty that the Train Station Parking Lot or Park are or will be suitable for the Chamber's intended purposes.

D. **Limitation of Interest.** Except for the Village Licensee and Park District License granted pursuant to this Agreement, the Chamber shall have no legal, beneficial, or equitable interest, whether by adverse possession or prescription or otherwise, in the Train Station Parking Lot or Park. The Chamber will not engage in or allow any of its vendors or contractors to engage in, any activities or actions that cause the Village to violate the Lease.

E. **Term.** This License shall be for a term commencing on the Effective Date of this Agreement and ending on the earlier to occur of: (i) a terminating event as described in Section 2.F of this Agreement; or (ii) October 29, 2022.

F. **Termination of License; Restoration of Licensed Premises.**

1. **Termination Event.** Without prejudice to any other rights and remedies available pursuant to Section 7 of this Agreement, the License shall automatically expire upon the occurrence of any of the following:

a. **Failure to Comply.** The Chamber has violated any material provision of this Agreement; provided, however, that prior to termination pursuant to this Section 2.F.1.a, the Village and Park District shall provide the Chamber with 10 days written notice and an opportunity to cure the violation.

b. **Dangerous Condition.** The Village or Park District determine, in their reasonable discretion, that the Market threatens the public health and safety, and that the termination of the Market and this Agreement is necessary to abate the dangerous condition.

2. Restoration of Licensed Premises.

a. Chamber Obligation. Upon termination of this Agreement pursuant to this Section 2.F or at the end of the term as set forth in Section 2.E, the Chamber, at its sole cost and expense, shall restore the Train Station Parking Lot and Park as nearly as practicable to its condition as of the Effective Date, including, without limitation: (1) repair of the Train Station Parking Lot, if necessary in the reasonable determination of the Village; (2) repair of the Park, if necessary in the reasonable determination of the Park District; and (3) restoration of all other Village-owned, Village-leased, and Park District-owned property as nearly as practicable to the condition immediately preceding the 2022 Market, if disturbed or damaged by the Chamber or any of its vendors, contractors, customers, agents, or guests. Notwithstanding the foregoing, it is understood and agreed that with respect to the repair of the Park referred to above, in the event of damage to grassy areas, the Chamber shall only be required to reseed such areas and shall not be obligated to purchase or install sod in any such areas. In no event shall the Chamber be responsible for any damages to the Train Station Parking Lot and/or the Park resulting solely from any act or omission of the Village or the Park District or any of their respective employees or agents.

b. Failure to Restore. In the event that the Chamber fails or refuses to repair or restore the Train Station Parking Lot, Park, or any Village-owned, Village-leased, or Park District-owned property that is disturbed or damaged by the Chamber or any of its vendors, contractors, customers, agents, or guests, in accordance with Section 2.F.2.a of this Agreement, the Village and Park District shall have the right, but not the obligation, to perform and complete the repair and/or restoration and to charge the Chamber for all reasonable costs and expenses incurred by the Village or Park District, for such work. The rights and remedies provided in this Section 2.F.2.b shall be in addition to, and not in limitation of, any other rights and remedies otherwise available to the Village and Park District. Notwithstanding the foregoing, in no event shall the Chamber be responsible for the purchase and/or installation of sod in the Park.

SECTION 3. USE OF LICENSED PREMISES.

A. Hours of Operation. The Chamber shall operate the Market only on Saturdays between the hours of 7:30 a.m. and 12:30 p.m.

B. Special Event Permit. The Chamber must apply for and obtain from the Village a special event permit pursuant to Chapter 5.66 of the “Winnetka Village Code 1999,” as amended, prior to operating the Market, and the Chamber must comply with any conditions imposed on such special event permit.

C. Set-Up and Break-Down. The Chamber shall be responsible for managing the set up and tear down of the Market. The Chamber and its contractors and vendors shall be permitted to begin to setup of the Market beginning at 6:00 p.m. each Friday. The Chamber and its contractors and vendors shall by 2:00 p.m. each Saturday, remove of their displays, equipment, and personal property from the Train Station Parking Lot and Park, clean the Train Station Parking Lot and Park of all rubbish and spills, and conduct all restoration work. The Chambers acknowledges and agrees that neither the Village nor the Park District shall be responsible for providing security for any equipment or personal property of the Chamber or its agents, contractors, and vendors.

D. Storage. The Village shall permit the Chamber to use the approximately 800 sq. ft. commercial space at 754 Elm Street in the Elm Street Train Station (“***Storage Room***”) between June 1 and October 31 to store equipment and personal property for the Market, until such time the Village may determine to lease the premises to a third party. The Chamber’s use of the Storage Room shall be at its own risk, and the Chamber acknowledges that the Village shall have no duty to provide security for the Storage Room and any equipment and personal property stored therein. The Chamber shall not be permitted to store any dangerous, flammable, or explosive materials in the Storage Room.

E. Utilities. The Village reserves the right to charge the Chamber for any water used by the Chamber or any of its contractors and vendors during the Market in excess of water utilized for cleaning the Park or the Train Station Parking Lot. All electric cords must be rated for outdoor use, grounded, and installed in a manner as to not be a tripping hazard. All generators must be grounded and exhaust fumes must be kept away from the public.

F. Trash Removal. The Chamber shall clear all debris from the Park grass area, sidewalks, benches, and seat-wall sitting area, and from the surface of the premises of the Village parking lot and sidewalks by sweeping or hosing off the surface at the termination of each market day. The Village will provide for trash removal from the Market.

G. Designated Representative. The Chamber shall designate in writing to the Village and Park District a “***Market Manager***” who shall be responsible for managing the general operations of the Market and the Chamber’s use of the Train Station Parking Lot and Park. The Market Manager shall be readily accessible by telephone and upon the Village’s or Park District’s request, shall be available to be present at the Train Station Parking Lot and Park within a reasonable period of time. The Chamber shall immediately notify the Village and Park District in writing of any change in the identity and telephone number of the Market Manager.

H. Rules and Regulations. The Village and Park District shall have the right from time to time upon notice thereof to the Chamber, to prescribe rules and regulations with respect to the Train Station Parking Lot and Park, which in its reasonable judgement may be desirable for the use of thereof. The Chamber agrees to comply with all such rules and regulations provided all such rules and regulations shall not contradict any right expressly granted to the Chamber herein. A violation of such rules and regulations shall constitute default by the Chamber under this Agreement. The Chamber will require its vendors and contractors to abide by such rules.

I. Parking by the UPRR. In the event of an emergency or maintenance on the railroad by the UPRR or any of its contractors, the Chamber agrees not to interfere with, and to prevent the Market from interfering with, the operations of the UPRR and its contractors, and will permit the UPRR and its contractors to park vehicles in the Train Station Parking Lot during the Market.

J. Emergency Market Closure. The Village reserves the right to cancel any Market day in the event of an emergency or an imminent threat to public health and safety as determined in the sole discretion of the Village. The Village and Park District will not be responsible or liable for any monetary or other damages to the Chamber in the event of such emergency Market closure. The Village will endeavor to provide as much advance notice to the Chamber as practicable prior

to an emergency Market closure.

K. Market Plan. At least two weeks prior to the first Market day, the Chamber shall submit to the Village and Park District a plan for the Village's and Park District's approval that sets forth the locations of vendor displays, equipment, and utility usage.

SECTION 4. RESERVATION OF RIGHTS.

A. Village Reservation of Rights. The Village hereby reserves the right to use the Train Station Parking Lot in any manner that will not prevent, impede, or interfere in any way with the exercise by Chamber of the rights granted pursuant to this Agreement. The Village shall have the right to grant other non-exclusive sub-leases or licenses over, along, upon, under or across the Train Station Parking Lot. The Village reserves its right of full and normal access to the Train Station Parking Lot for the maintenance of any existing or future utility located thereon. The Village also reserves the right to conduct ongoing maintenance of the Train Station Parking Lot.

B. Park District Reservation of Rights. The Park District hereby reserves the right to use the Park in any manner that will not prevent, impede, or interfere in any way with the exercise by Chamber of the rights granted pursuant to this Agreement. The Park District shall have the right to grant other non-exclusive licenses or easements, including, without limitation, licenses or easements for utility purposes, over, along, upon, under or across the Park. The Park District reserves its right of full and normal access to the Park for the maintenance of any existing or future utility located thereon. The Park District also reserves the right to conduct ongoing maintenance of the Park.

SECTION 5. LIENS.

The Chamber hereby represents and warrants that it shall take all necessary action to keep all portions of the Train Station Parking Lot and Park free and clear of all liens, claims, and demands, including without limitation mechanic's liens, in connection with any work performed by the Chamber or its agents on the Train Station Parking Lot or Park.

SECTION 6. LIABILITY AND INDEMNITY.

A. Village and Park District Review. The Chamber acknowledges and agrees that the Village and Park District are not, and shall not be, in any way liable for any damages or injuries that may be sustained as the result of the Village's and Park District's review and approval of any plans for the Market, or the issuance of any approvals, permits, certificates, or acceptances for the installation, operation, or maintenance of the Train Station Parking Lot and Park, and that the Village's and Park District's review and approval of any such plans for the Market and issuance of any such approvals, permits, certificates, or acceptances does not, and shall not, in any way, be deemed to insure the Chamber or any of its vendors, contractors, successors, assigns, or any third party, against damage or injury of any kind at any time.

B. Indemnity. The Chamber agrees to, and does hereby, defend (at the Village's and Park District's option), hold harmless and indemnify the Village and Park District and all Village and Park District elected or appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from any and all claims that may be asserted at any time against any of those parties in connection with: (i) the Chamber's use of the Train Station Parking Lot and Park; (ii) the Market; or (iii) the Chamber's performance of, or failure to perform, its obligations under this Agreement (collectively, "***Indemnified Claims***"), whether or not any such Indemnified Claim is due or claimed to be due in whole or in part to the active, passive, or concurrent negligence or willful misconduct or fault of the Chamber; provided, however, that this indemnity shall not apply to willful misconduct or gross negligence on the part of the Village or Park District.

C. Defense Expense. The Chamber, only as to its own acts or omissions, shall, and does hereby agree to, pay all expenses, including legal fees and administrative expenses, incurred by the Village and Park District in defending itself with regard to any and all of the Indemnified Claims.

D. Waiver of Liability. Except with respect to any sole negligence of the Village and/or the Park District, the Chamber will, and does hereby, waive, release, and relinquish all claims of every kind, known and unknown, present and future, that Chamber may have against the Village and the Park District and their officers, agents, servants, and employees, arising out of, connected with or in any way related to the use of the Train Station Parking Lot and Park, or as a result of the condition, maintenance, and use of the Train Station Parking Lot and Park.

E. Assumption of Risk. The Chamber agrees to assume the full risk of any injuries, including death, and all costs, damages, and losses that Chamber or its employees, agents, contractors, agents, servants, employees, contractors, guests, customers, or invitees may sustain while on the Train Station Parking Lot and Park, or as a result of the condition, maintenance, or use of the Train Station Parking Lot and Park.

F. Insurance. The Chamber agrees to obtain and maintain commercial general liability insurance and workers' compensation insurance covering its use of the Train Station Parking Lot and Park throughout the term of this Agreement. The amount of the required coverage shall be approved by the Village and Park District, but in no event shall liability coverage be in an amount less than two million dollars (\$2,000,000.00) combined single limit per occurrence with a general aggregate of no less than four million dollars (\$4,000,000.00) per person. The Village and Park District along with applicable trustees/commissioners, officers, employees, volunteers, and agents shall be named as an additional insured by policy endorsement and by certificate of insurance. The Chamber's insurance policies shall apply as primary insurance with respect to any other insurance policy or self-insurance afforded to the Village or the Park District, and the Village's insurance policies and the Park District's insurance policies shall be non-contributory. Each Chamber insurance policy shall be placed with an insurer which shall have a rating and be of a class size satisfactory to the Village's and Park District's director of finance. The Chamber shall tender a certificate of insurance to the Village and Park District evidencing the requested insurance coverage prior to operating the Market.

SECTION 7. ENFORCEMENT.

A. Enforcement. The Village and the Chamber may, in law or in equity, by suit, action, mandamus or any other proceeding, including, without limitation, specific performance, enforce or compel the performance of this Agreement; provided, however, that the Chamber agrees that it will not seek, and does not have the right to seek, recovery of a judgment for monetary damages against the Village or Park District, or any of their elected or appointed officials, agents, representatives, attorneys or employees on account of the negotiation, execution, or breach of any of the terms and conditions of this Agreement.

B. Prevailing Party. In the event of a judicial proceeding brought by a party against another party, the prevailing party in the judicial proceeding shall be entitled to reimbursement from the unsuccessful party of all costs and expenses, including reasonable attorneys' fees, incurred in connection with the judicial proceeding.

SECTION 8. GENERAL PROVISIONS.

A. Notices. All notices required or permitted to be given under this Agreement shall be given by the parties by: (i) personal delivery; (ii) deposit in the United States Registered Mail, return receipt requested, enclosed in a sealed envelope with first class postage thereon; or (iii) deposit with a nationally recognized overnight delivery service, addressed as stated in this Section 8.A. The address of any party may be changed by written notice to the other parties. Any mailed notice shall be deemed to have been given and received within three days after the same has been mailed and any notice given by overnight courier shall be deemed to have been given and received within 24 hours after deposit. Notices and communications to the parties shall be addressed to, and delivered at, the following addresses:

If to the Village: Village of Winnetka
510 Green Bay Road
Winnetka, IL 60093
Attention: Village Manager

with a copy to: ELROD FRIEDMAN LLP
325 LaSalle Street, Suite 450
Chicago, IL 60654
Attention: Peter M. Friedman, Village Attorney

If to the Park District: Winnetka Park District
540 Hibbard Road
Winnetka, IL 60093 _____
Attention: John Peterson

If to the Chamber: Winnetka Northfield Chamber of Commerce
841 Spruce Street, Suite 204
Winnetka, Illinois 60093
Attention: Terry Dason

with a copy to: Franklin, Greenswag, Channon & Capilla, LLC
181 Waukegan Road, Suite 205
Northfield, Illinois 60093
Attention: Richard A. Greenswag

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

C. **Amendments.** No amendment or modification to this Agreement shall be effective until it is reduced to writing and approved and executed by all parties to this Agreement in accordance with all applicable statutory procedures.

D. **Authority to Execute.** The parties hereby warrant and represent to the other parties that the persons executing this Agreement on its behalf have been properly authorized to do so.

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

F. **Assignment.** This Agreement may not be assigned by the Chamber without the prior written consent of the Village and Park District.

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

H. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements and negotiations between the parties, whether written or oral, relating to the License granted pursuant to this Agreement.

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

J. **Exhibit.** Exhibit A attached hereto is, by this reference, incorporated in and made a part of this Agreement. In the event of a conflict between an exhibit and the text of this Agreement, the text of this Agreement shall control.

K. **Survival of Obligations.** All obligations of the Chamber pursuant to this Agreement that have not been fully performed as of the termination of this Agreement shall survive

such termination, including, without limitation, the restoration obligations set forth in Section 2.E.2 of this Agreement, and the liability and indemnity obligations set forth in Section 6 of this Agreement.

L. **No Third-Party Beneficiaries.** No claim as a third-party beneficiary under this Agreement by any person shall be made, or be valid, against the Village, Park District, or the Chamber.

M. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to constitute a duly authorized original.

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

[SIGNATURE PAGE FOLLOWS]

ATTEST:

VILLAGE OF WINNETKA,
an Illinois home rule municipal corporation

By: _____

By: _____

Its: _____

Its: _____

ATTEST:

WINNETKA PARK DISTRICT,
an Illinois park district

By: _____

By: _____

Its: _____

Its: _____

ATTEST:

**WINNETKA-NORTHFIELD-GLENCOE
CHAMBER OF COMMERCE, INC.,** an
Illinois not-for-profit corporation

By: _____

By: _____

Its: _____

Its: _____



Agenda Item Executive Summary

Title: Resolution No. R-51-2022: Approving a Non-Exclusive Easement Agreement for Construction and Maintenance of Public Water Main (Adoption)

Presenter: Brian Keys, Director of Water & Electric

Agenda Date: 04/19/2022

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

Consent: YES NO

Item History:

None

Executive Summary:

The Indian Hill Club is planning to repair a sanitary sewer interceptor located on their property. Due to the depth of construction required to complete the repair, an existing 6" water main is in conflict with the space required for excavation. As the repairs to the sanitary sewer may take an extended amount of time to complete, Indian Hill Club has proposed permanently relocating the water main to a different route through their property and outside the extent of the sewer repair. This section of water main is part of a looped distribution system that serves not only Indian Hill Club but other Village of Winnetka customers.

The scope of the proposed water main relocation impacts approximately 190 feet of 6" water main. The Village Attorney has prepared a Non-Exclusive Easement Agreement that covers the construction and maintenance of the Village's water main. Relocation of the water main will be performed at the expense of the Indian Hill Club contingent on receiving approvals by the Village of Winnetka and the IEPA. When the relocation project is complete, the Village will abandon in place the existing water main and take ownership of the relocated water main.

Recommendation:

Consider adoption of Resolution No. R-51-2022: Approving a Non-Exclusive Easement Agreement for Construction and Maintenance of Public Water Main.

Attachments:

1. Resolution No. R-51-2022: Approving a Non-Exclusive Easement Agreement for Construction and Maintenance of Public Water Main

ATTACHMENT 1

RESOLUTION NO. R-51-2022

A RESOLUTION APPROVING A NON-EXCLUSIVE EASEMENT AGREEMENT FOR CONSTRUCTION AND MAINTENANCE OF PUBLIC WATER MAIN (Indian Hill Club)

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 Indian Hill Club (“*Owner*”) is the owner of the property located at 1 North Indian Hill Road, Winnetka, Illinois (“*Property*”); and

WHEREAS, the Village owns and maintains a public water main and related underground utilities that cross the Property (collectively, “*Existing Village Facilities*”); and

WHEREAS, the Owner desires to construct improvements to the portion of the Property that includes the Existing Village Facilities; and

WHEREAS, the Owner desires to permanently relocate the Existing Village Facilities to a new location within the Property and grant the Village an easement for construction and maintenance of the Existing Village Facilities at the new location (“*Easement Agreement*”); and

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

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

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

SECTION 2: APPROVAL OF EASEMENT AGREEMENT. The Village Council hereby approves the Easement Agreement by and between the Village and Owner in substantially the form attached to this Resolution as **Exhibit A** and in a final form approved by the Village Manager.

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

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

[SIGNATURE PAGE FOLLOWS]

April 19, 2022

R-51-2022

ADOPTED this April 19, 2022, pursuant to the following roll call vote:

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

Signed

Village President

Countersigned:

Village Clerk

EXHIBIT A
EASEMENT AGREEMENT

{00125920.2}

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

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

For Recorder's Use Only

**NON-EXCLUSIVE EASEMENT AGREEMENT
FOR CONSTRUCTION AND MAINTENANCE OF PUBLIC WATER MAIN**

**THIS NON-EXCLUSIVE EASEMENT AGREEMENT FOR
CONSTRUCTION AND MAINTENANCE OF PUBLIC WATER MAIN** (the
“**Agreement**”) is dated as of this ____ day of _____, 2022, by and between the
Village of Winnetka, an Illinois home rule municipal corporation (the “**Village**”), and
Indian Hill Club, an Illinois not-for-profit corporation (the “**Owner**”).

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

1. **BACKGROUND.**

A. Owner is the owner of certain real estate commonly known as the
Indian Hill Club located at 1 Indian Hill Road, Winnetka, County of Cook, State of

{00125331.1}

Illinois, which real estate is legally described in Exhibit A, attached to, and by this reference made a part of, this Agreement (the “**Subject Property**”).

B. The Village possesses an easement, whether prescriptive, implied, or otherwise (the “**Village’s Interest**”), pursuant to which the Village owns an underground water main and related appurtenances thereto on and through the Subject Property (the “**Existing Main Facilities**”).

C. In order to maintain the Existing Main Facilities, the Village’s Interest includes the right for the Village to use the Existing Main Facilities free from encumbrances at all times.

D. Owner desires to encumber the Village’s Interest by the planned excavation and repair of a sewer connection (“**Sewer Work**”) that requires the removal of the Existing Main Facilities for an extended period of time.

E. In order to allow the Village to adequately maintain the Village’s water mains and provide sufficient water service for the Subject Property and surrounding properties within the Village, the Village and Owner have determined that the Existing Main must be replaced with a new underground water main and related appurtenances thereto (the “**Replacement Main Facilities**”) in a location on the Subject Property that is not and will not be encumbered by Owner’s encumbrances.

F. In consideration of the Village’s agreement to terminate and extinguish the Village’s Interest, including its right to disturb Owner’s encumbrances or obligate Owner to remove Owner’s encumbrances, Owner has agreed to:

i. allow the Village to: (a) abandon in place, as-is, where-is, the Existing Main Facilities; (b) have no responsibility to remove or alter the Existing Main Facilities; and (c) have no further responsibility to restore the land on which the Existing Main Facilities are located;

ii. construct, at its own cost, the Replacement Main Facilities in a location on the Subject Property that is not and will not be encumbered by Owner's encumbrances;

iii. transfer ownership of the Replacement Main Facilities to the Village upon inspection and approval of the Village; and

iv. grant an easement to the Village for the purpose of operating and maintaining the Replacement Main Facilities.

G. Owner and the Village have determined that it is in their respective best interests to enter into this Agreement to provide the Village with a sufficient property interest in the Subject Property and provide for the installation and maintenance of the Replacement Main Facilities on the Easement Premises (as defined below) and fulfill the purposes described herein.

2. **GRANT AND USE OF EASEMENT.** Owner grants, conveys, warrants, and dedicates to the Village a perpetual easement in, at, over, along, across, through, upon, and under that portion of the Subject Property consisting of the Replacement Main Facilities and five feet in any direction from the Replacement Main Facilities (the "**Easement Premises**"), which Easement Premises is legally described and depicted in **Exhibit C** attached to, and by this reference made a part

of, this Agreement, to operate, use, maintain, own, test, inspect, repair, remove, and replace or abandon in place the Replacement Main Facilities (collectively, the “**Maintenance**”), together with all reasonable rights of ingress and egress over, along, across, and upon the Subject Property necessary for the exercise of the rights granted herein. In accessing the Subject Property, the Village shall reasonably follow the routes of ingress and egress to the Easement Premises as directed by Owner so as to endeavor to minimize disruption to the Subject Property.

3. **CONSTRUCTION OF THE IMPROVEMENTS.**

A. **Performance of Work.** Owner shall, at no cost or expense to the Village, cause to be performed and completed all work necessary to construct and install the Replacement Main Facilities (the “**Work**”) in accordance with the preliminary plans identified on **Exhibit B** (the “**Preliminary Plans**”) and the final plans submitted by Owner as part of the Village’s permitting process and approved by the Village’s Director of Water and Electric and Village Engineer (the “**Final Plans**”), as well as all applicable federal, State, and local laws, statutes, regulations, and ordinances whether in effect now or hereafter adopted (the “**Applicable Laws**”).

B. **Materials.** All materials incorporated into the Replacement Main Facilities must be new, of first-rate quality, and approved in writing by the Village’s Director of Water & Electric prior to the commencement of the Work.

C. **Access.** In addition to any other rights the Village may have pursuant to Section 2 of this Agreement or as a result of being a permitting municipality, Owner will provide the Village access to the Easement Premises and

any portion of the Subject Property utilized for performance of the Work, upon reasonable notice and during regular business hours, anytime within 30-days prior to commencement of the Work and until the Village's acceptance of the Replacement Main Facilities and any excavation work performed by Owner near the Easement Premises.

D. Commencement of Work. Owner shall not commence any Work prior to (i) obtaining all permits and required governmental approvals, including, without limitation, approval from the Metropolitan Water Reclamation District, Illinois Environmental Protection Agency and (ii) approval from the Village pursuant to Section 3.a of this Agreement. In addition, prior to commencing any Work, Owner shall submit and obtain the written approval of the Village's Director of Water & Electric of a construction schedule ("*Schedule*").

E. Arrival of Materials. Owner will not perform any Work until all materials required for the removal of the Existing Main Facilities and installation of Replacement Main Facilities have arrived at the Subject Property and been inspected by the Village's Director of Water & Electric or his designee. Owner will not utilize the irrigation system on the golf course on the Subject Property once the removal of the Existing Main Facilities commences and until the Replacement Main Facilities have been installed, the Work completed, and the Replacement Main Facilities are accepted by the Village.

F. Disconnection of Water Service. Owner shall only disconnect or otherwise disable a portion of the Village's water system in strict accordance with the

Schedule and in no event for a period of time during the Work for more than a single two-week period.

G. Village Approval of Work. The Work shall not be complete until the Village's Director of Water and Electric, at his or her sole and absolute discretion, has approved the Work in writing. In the event the Village's Owner fails to complete the Work in accordance with the Schedule, to the satisfaction of the Village's Director of Water and Electric, or fails to undertake any of Owner's obligations set forth in this Section 3, the Village shall have the right to complete or correct any portion of the Work and be reimbursed by Owner for its reasonable costs to complete or correct the Work.

H. Transfer of Ownership. Upon issuance of written acceptance of the Work by the Village's Director of Water and Electric pursuant to Section 3.G or upon the Village's entrance unto the Subject Property to complete or correct the Work pursuant to Section 3.G of this Agreement, ownership of the Replacement Main Facilities, and all appurtenances thereto, shall be transferred to the Village (the "**Transfer of Ownership**"). In the event written acceptance of the Work is issued by the Village's Director of Water and Electric pursuant to Section 3.G, the Transfer of Ownership shall be effective as of the date of the written approval by the Village's Director of Water and Electric. In the event that the Village enters the Subject Property to complete or correct the Work pursuant to Section 3.G of this Agreement, the Transfer of Ownership shall be effective as of the date of entrance by the Village unto the Subject Property for such purpose.

I. Warranty of Work. Owner represents and warrants that: (i) the Work will be conducted in a good and workmanlike manner; (ii) with due dispatch, using new materials; (iii) within any deadlines provided pursuant to this Agreement and in strict accordance with the approved Schedule, but in no event later than May 1, 2022; and (iv) all components of the Replacement Main Facilities shall be fit, sufficient, and suitable for the purposes expressed in, or reasonably inferred from, this Easement Agreement. The warranties expressed herein shall be in addition to any other warranties expressed or implied by law, which are hereby reserved unto the Village.

J. Water System Repairs. Owner agrees that if, as a result of the performance of the Work, the Village or the Village's contractors are required to in any way repair, correct, reconstruct, or assist Owner in performing work to any portion of the Water System (collectively, "***Water System Repairs***"), Owner will reimburse the Village for any costs therewith. Without limiting any warranties provided in this Agreement, for a period of one year following the completion of the Work, Owner agrees to reimburse the Village for the cost of any Water System Repairs related to the Work.

K. Indemnification. Owner will, and will cause all of its contractors to, indemnify and hold harmless, and at the Village's option defend, the Village and its officers, agents, servants, employees, and attorneys from and against all claims, causes of action, suits, damages, demands, liability, losses, and expenses, including, without limitation, attorneys' fees and court costs, and expenses that arise from or

are related to the Work or the Sewer Work, except to the extent caused by the sole gross negligence or willful misconduct of the Village.

L. Insurance. Owner will procure and maintain at no cost the Village, and will cause its contractors to procure and maintain at no expense to the Village, at all times until the Transfer of Ownership, the following insurance policies: Workers' Compensation and Employer's Liability with the statutory minimums; Motor Vehicle Liability with a combined single limit of liability for bodily injury and property damage of not less than \$2,000,000 per occurrence for vehicles owned, non-owned, or rented; and Comprehensive Commercial General Liability and Umbrella Liability policies, with coverage written on an "occurrence" basis with a "per project" endorsement and with limits no less than \$2,000,000 per occurrence and \$5,000,000 general aggregate. The Village will be named as an additional insured under Owner's and all contractors' Commercial General Liability policies.

4. RESERVED RIGHT. Owner reserves the right to use the Easement Premises in any manner that will not prevent or interfere in any way with the exercise by the Village of the rights granted herein; provided, however, that Owner shall not: (a) construct or install on the Easement Premises any improvements other than the Replacement Main Facilities, including, without limitation, any landscaping, hardscaping, physical, or structural improvements, other than asphalt pavement, shrubs or plants with heights of less than two feet at maturity, lawn grass, or any other improvement approved in writing prior to the commencement of construction or installation of the improvement by the Village Manager in the Village

Manager's sole and absolute discretion; or (b) permanently or temporarily improve or obstruct the Easement Premises or cause any improvements or obstructions to be constructed on the Easement Premises that would impair the exercise by the Village of the rights granted herein.

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

6. **VILLAGE RESTORATION.** Upon completion of any Maintenance performed by the Village, the Village agrees to: (a) replace and grade any and all topsoil removed by the Village on the Easement Premises; (b) replace any asphalt paving damaged or removed by the Village on the Easement Premises as a direct result of the Maintenance with asphalt patching of a type and quality customarily used by the Village; (c) replace any and all lawn grass on the Easement Premises removed by the Village as a direct result of the Maintenance with black dirt and lawn grass seed; and (d) repair any damage caused to the portion of the Subject Property outside of the Easement Premises by the Village's negligence or intentional misconduct. Other than as expressly set forth above in this Section, Owner acknowledges and agrees that the Village, upon completion of any Maintenance, is not responsible for restoring the Easement Premises to the condition immediately

preceding the Maintenance. Notwithstanding anything in this Section to the contrary, nothing in Section shall constitute a waiver of the protections afforded to the Village and its employees pursuant to the Illinois Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 *et seq.*

7. **TERMINATION, EXTINGUISHMENT, AND ABANDONMENT IN PLACE OF VILLAGE'S INTEREST.** Upon the Transfer of Ownership, the Village's Interest shall be automatically terminated and extinguished, and the Village may abandon in place, as-is, where-is, the Existing Main Facilities. The parties further agree that the Village shall have (i) no responsibility to remove or alter the Existing Main Facilities and (ii) no further responsibility to maintain the Existing Main Facilities or restore the land on which the Existing Main Facilities are located.

8. **COVENANTS RUNNING WITH THE LAND.** The easements and rights granted in this Agreement, the restrictions imposed by this Agreement, and the agreements and covenants contained in this Agreement shall be easements, rights, restrictions, agreements and covenants running with the land, shall be recorded against the Subject Property and shall be binding upon and inure to the benefit of Owner and the Village and their respective heirs, executors, administrators, successors, assigns, agents, licensees, invitees, and representatives, including, without limitation, all subsequent owners of the Subject Property, or any portion thereof, and all persons claiming under them. If any of the easements, rights,

restrictions, agreements or covenants created by this Agreement would otherwise be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provision, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then such easements, rights, restrictions, agreements or covenants shall continue only until 21 years after the death of the last survivor of the now living lawful descendants of the current Governor of the State of Illinois.

9. **ASSIGNMENT OF RIGHTS.** Owner agrees that the Village may assign its rights or delegate its duties under this Agreement to any assignee: (a) who is reasonably competent to exercise the rights granted herein and the obligations imposed herein; and (b) who makes adequate assurances to Owner that any activity performed pursuant to such assignment or delegation shall be conducted in a good and workmanlike manner and in accordance with the Applicable Laws, as well as this Agreement. Nothing in this Section 9 or elsewhere in this Agreement shall require the Village to provide written notice to, or to obtain the consent of, Owner for a Village contractor to perform the Maintenance on the Village's behalf.

10. **NOTICES.** Any notice required to be given under this Agreement must be in writing and must be delivered (i) personally, (ii) by a reputable overnight courier, (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, or (iv) by E-mail. E-mail notices will be deemed valid and received by the addressee only upon explicit or implicit acknowledgment of receipt by the addressee. Unless otherwise expressly provided in this Agreement, notices will

be deemed received upon the earlier of (a) actual receipt; (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three business days following deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section 10, each party will have the right to change the address or the addressee, or both, for all future notices to the other party, but no notice of a change of addressee or address will be effective until actually received. Notices and communications to the Village must be addressed to, and delivered at, the following address:

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

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

If to Owner: Indian Hill Club
1 Indian Hill Road
Winnetka, IL 60093
Attention: Jeff Belting
Email: jbelting@indianhillclub.org

11. **GENERAL PROVISIONS.**

a. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Illinois without regard to its conflicts of laws rules.

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

c. Remedies. In the event of legal action occasioned by any default, inaction or action of Owner, the Village may seek all remedies available to it in law, in equity and under this Agreement the Owner agrees to pay all costs incurred by the Village in enforcing the terms of this Agreement, including reasonable attorney's fees, litigation expenses, experts' fees and costs, administrative expenses, and other costs which will become part of the lien against the Subject Property.

d. No Third-Party Beneficiaries. The rights granted herein are intended solely for the benefit of the parties hereto. No other person or entity will have any rights hereunder nor may such person enforce any of the terms or be entitled to any of the benefits hereof.

e. Severability. The provisions of this Agreement will be several and if any clause, sentence or other portion of this Agreement is adjudged invalid or unconstitutional by a court of competent jurisdiction, or the applicability to Owner is held invalid, this will not affect or invalidate the remainder of any phrase, clause, section, or subsection, paragraph, subdivision, sentence or provision of this Agreement.

f. Modification. This Agreement will not be modified except by written instrument executed by the Village and Owner at the time of modification. Such modifications will be effective upon the date of execution and will be recorded by Owner at its sole cost and expense.

g. Enforcement. Owner agrees to pay all costs incurred by the Village in enforcing the terms of this Agreement, including reasonable attorney's fees, litigation expenses, experts' fees and costs, administrative expenses, and other costs which will become part of the lien against the Subject Property.

h. Exhibits. Exhibits A through C attached to this Agreement are incorporated herein and made a part hereof by this reference.

i. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any and all previous or contemporaneous oral or written agreements and negotiations between the Village and Owner with respect to the Work, but shall not supersede any existing easement agreements between the parties.

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

INDIAN HILL CLUB

By: _____

Its: _____

ATTEST:

By: _____

Its: _____

VILLAGE OF WINNETKA

By: _____

Christopher Rintz, Village President

ATTEST:

By: _____
Robert Bahan, Village Clerk

EXHIBIT A

Legal Description of the Subject Property

THAT PART OF LOT 1 IN INDIAN HILL CONSOLIDATION IN SECTIONS 28 AND 29, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED FEBRUARY 15, 1923 AS DOCUMENT NO. 7809320 BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF A LINE 82.50 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF AFORESAID SECTION 28, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN AND THE SOUTHWESTERLY LINE OF RIDGE ROAD (BEING A LINE 30 FEET SOUTHWESTERLY AND PARALLEL TO THE CENTER LINE OF SAID ROAD); THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, ALONG SAID LINE 82.50 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SECTION 28 A DISTANCE OF 257.02 FEET; THENCE NORTH 0 DEGREES 00 MINUTES 00 SECONDS WEST 82.50 FEET TO THE NORTH LINE OF SAID SECTION 28; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, ALONG SAID NORTH LINE OF SECTION 28 A DISTANCE OF 161.97 FEET TO THE EAST LINE OF THE WEST 1046.00 FEET (AS MEASURED ALONG THE NORTH LINE THEREOF) OF SAID SECTION 28; THENCE SOUTH 0 DEGREES 26 MINUTES 27 SECONDS EAST, ALONG SAID EAST LINE OF THE WEST 1046.00 FEET A DISTANCE OF 4.00 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, PARALLEL WITH THE NORTH LINE OF SAID SECTION 28 A DISTANCE OF 80.38 FEET; THENCE SOUTH 0 DEGREES 00 MINUTES 00 SECONDS WEST, 305.66 FEET; THENCE SOUTH 35 DEGREES 44 MINUTES 31 SECONDS EAST, 437.87 FEET; THENCE SOUTH 16 DEGREES 37 MINUTES 00 SECONDS EAST, ALONG A LINE DRAWN PARALLEL WITH THE SOUTHWESTERLY LINE OF RIDGE ROAD AFORESAID, 261.42 FEET; THENCE NORTH 73 DEGREES 23 MINUTES 00 SECONDS EAST, 399.99 FEET TO THE SOUTHWESTERLY LINE OF RIDGE ROAD AFORESAID; THENCE NORTH 16 DEGREES 37 MINUTES 00 SECONDS WEST, ALONG THE SOUTHWESTERLY LINE OF RIDGE ROAD, 750.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

CONTAINING 396,446 SQUARE FEET OR 9.1011 ACRES.

Commonly Known as: One Indian Hill Road, Winnetka, Illinois.

Permanent Real Estate Index No. 05-29-209-003-0000

EXHIBIT B

Plans

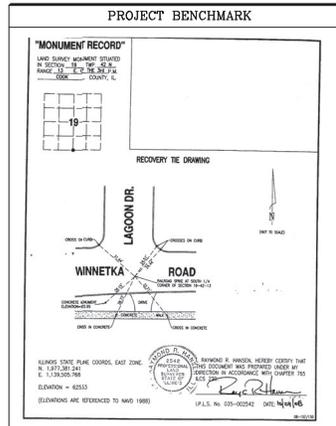
SANITARY SEWER IMPROVEMENTS AT INDIAN HILL CLUB 1 N. INDIAN HILL ROAD, WINNETKA, IL.

J.U.L.E. INFORMATION

J.U.L.E. TELEPHONE No. : 811
(CALL 48 HOURS BEFORE YOU DIG - EXCLUDING SAT., SUN. AND HOLIDAYS)
COUNTY : COOK
CITY / TOWNSHIP : WINNETKA / NEW TRIER TWP.
SECTION : 28-142N-113E

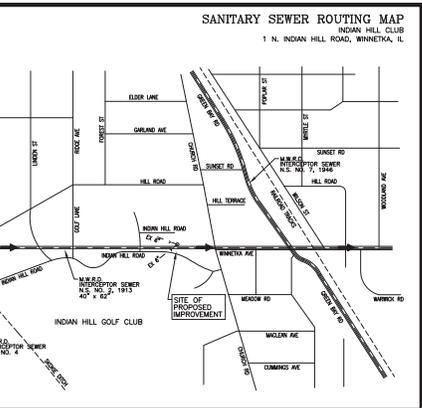
GENERAL NOTES

- 1) THE VILLAGE OF WINNETKA SHALL BE NOTIFIED IN WRITING AT LEAST (3) FULL WORKING DAYS PRIOR TO COMMENCEMENT OF CONSTRUCTION.
- 2) THE CONTRACTOR SHALL PROVIDE ALL NECESSARY PROTECTION FOR EXISTING UTILITIES IN CONFORMANCE WITH THE AFFECTED UTILITY COMPANIES REQUIREMENTS AS MAY BE REQUIRED TO PERFORM THE WORK OF THIS CONTRACT.
- 3) BEFORE BEGAINING CONSTRUCTION, THE CONTRACTOR SHALL VERIFY THE LINE AND GRADES SHOWN ON THE CONTRACT DRAWINGS. IF THERE ARE ANY DISCREPANCIES FROM WHAT IS SHOWN ON THE CONTRACT DRAWINGS, THE CONTRACTOR SHALL IMMEDIATELY REPORT SAME TO THE OWNER PRIOR TO PERFORMING WORK. CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATION OF WORK AS REQUIRED.
- 4) ALL ELEVATIONS SHOWN ON THE CONTRACT DRAWINGS ARE U.S.G.S. DATUM UNLESS OTHERWISE SPECIFIED.
- 5) ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE FOLLOWING SPECIFICATIONS, WHICH ARE HEREBY MADE A PART HEREOF:
 - A. "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION IN ILLINOIS" AS PROMULGATED BY DOT.
 - B. "STANDARD SPECIFICATIONS FOR WATER AND SEWER MAIN CONSTRUCTION IN ILLINOIS"
 - C. METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO ORDINANCES, STANDARDS, REQUIREMENTS AND TECHNICAL GUIDANCE MANUAL.
 - D. VILLAGE OF WINNETKA STANDARDS.
- 6) THE CONTRACT DOCUMENTS ARE NOT INTENDED TO SHOW EVERY AND ALL DETAILS OF WORK TO BE PERFORMED ON EQUIPMENT TO BE SUPPLIED. THE INTENT OF THE CONTRACT DOCUMENTS IS TO ILLUSTRATE THE CONCEPTUAL DESIGN AND SCOPE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR UNDERSTANDING THEIR INTENT. ANY WORK TO BE PERFORMED OR USE OF EQUIPMENT TO BE SUPPLIED WHICH IS NOT SPECIFICALLY CALLED FOR BY THESE CONTRACT DOCUMENTS BUT WHICH IS NECESSARY TO PROVIDE A COMPLETE AND SUCCESSFUL WORKING SYSTEM SHALL BE INCLUDED IN THE CONTRACTOR'S SCOPE OF WORK AT NO ADDITIONAL COST TO THE OWNER.
- 7) IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE ALL MATERIAL QUANTITIES AND APPRAISE SAME/HEREOF OF ALL CONDITIONS. THE CONTRACT PRICE SUBMITTED BY THE CONTRACTOR SHALL BE CONSIDERED AS THE TOTAL COST FOR THE COMPLETE PROJECT. NO CLAIMS FOR EXTRA WORK WILL BE RECOGNIZED DUE TO THE CONTRACTOR'S FAILURE TO UNDERSTAND THE SCOPE OF WORK.
- 8) 100 YEAR FLOOD ELEVATION IN THE AREA OF CONCERN IS SHOWN WHEN APPLICABLE.
- 9) THE WORK PERFORMED UNDER THIS CONTRACT SHALL IN NO WAY INTERFERE WITH THE NORMAL OPERATION OF ANY EXISTING UTILITY SERVICES. THE CONTRACTOR SHALL FURNISH ALL NECESSARY TIES OF EQUIPMENT REQUIRED TO MAINTAIN SUCH NORMAL OPERATION AT NO ADDITIONAL COST TO THE OWNER. THE COST ASSOCIATED FOR THIS WORK SHALL BE CONSIDERED INCIDENTAL TO THE COST OF THE CONTRACT.
- 10) ORIENTATION OF PIPING, CONDUITS, EQUIPMENT, ETC. MAY VARY. CONTRACTOR TO COORDINATE SAME WITH THE OWNER.
- 11) ANY AND ALL DIRTWORKING REQUIRED TO KEEP EXCAVATIONS DRY SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
- 12) CERTAIN INFORMATION SHOWN ON THESE DRAWINGS HAS BEEN OBTAINED FROM DRAWINGS OF RECORD. CONTRACTOR SHALL VERIFY SUCH INFORMATION PRIOR TO START OF WORK. UNLESS OTHERWISE SPECIFIED, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE OWNER'S REPRESENTATIVE FAILURE BY THE CONTRACTOR TO IMMEDIATELY NOTIFY THE OWNER'S REPRESENTATIVE OF SUCH DISCREPANCIES SHALL RESULT IN THE CONTRACTOR BEARING THE FULL BURDEN OF ALL RISKS/COSTS ATTRIBUTED TO THE DISCOVERED DISCREPANCY.
- 13) SOIL EROSION PROTECTION SHALL BE IN ACCORDANCE WITH EPA STANDARDS AND SPECIFICATIONS FOR SOIL EROSION AND SEDIMENT CONTROL. ALL DISTURBED AREAS THAT IMPROVED IN NATURE SHALL BE FINE GRADED, TOP SOIL RESTORED (MIN. 4" DEPTH) AND SEED/MULCH APPLIED UNLESS OTHERWISE SPECIFIED ON THE PLANS.
- 14) CONTRACTOR MUST PROTECT THE INTEGRITY OF THE EXISTING ROAD SYSTEM, ANY DAMAGE TO THE PAVEMENT WILL BE THE CONTRACTOR'S RESPONSIBILITY TO REPAIR IN KIND.
- 15) CONTRACTOR SHALL BE RESPONSIBLE FOR VEGETATION AND PREVENTING STALL PILEDGES OF THE WORK AREA PRIOR TO BEGINNING ANY WORK, AND FURNISHING GRASS WITH SAME FOR DOCUMENTATION OF EXISTING CONDITIONS TO BE USED UPON THE COMPLETION OF THE PROJECT RESTORATION.
- 16) CONTRACTOR SHALL CLEAN ALL PAVEMENT AREAS SHOWN AS REQUIRED.
- 17) FINAL RESTORATION SHALL INCLUDE GRADING, TOPSOIL, SOD AND CLEAN UP AS DIRECTED BY THE ENGINEER.



LEGEND

—	EXISTING SANITARY SEWER
⊙	EXISTING SANITARY MANHOLE
—	EXISTING WATER MAIN
⊕	EXISTING FIRE HYDRANT
⊕	EXISTING VALVE VAULT
⊕	EXISTING B-BOX
—	EXISTING STORM SEWER
⊕	EXISTING CATCHBASIN
⊕	EXISTING STORM MANHOLE
- - -	EXISTING CONTOUR
*	EXISTING LIGHT
⊕	EXISTING UTILITY POLE
⊕	EXISTING ROCK
—	EXISTING FENCE
⊕	EXISTING TREE
●	EXISTING BUSH



LOCATION MAP

ON-SITE BENCHMARKS

ON-SITE BENCHMARK#1	PI. WEL LOCATED IN INDIAN HILL ROAD - SHOWN ON SHEET C2 (ELEVATION=434.08)
ON-SITE BENCHMARK#2	PI. WEL LOCATED IN INDIAN HILL ROAD - SHOWN ON SHEET C2 (ELEVATION=433.11)
ON-SITE BENCHMARK#3	PI. WEL LOCATED IN INDIAN HILL ROAD - SHOWN ON SHEET C2 (ELEVATION=434.21)

INDEX OF SHEETS

C1	COVER SHEET
C2	EXISTING CONDITIONS
C3	PROPOSED IMPROVEMENTS
C4	STANDARD DETAILS
C5	VILLAGE STANDARD DETAILS
C6	MWRD GENERAL NOTES
C7	WATER MAIN RELOCATION PLAN



REVISIONS

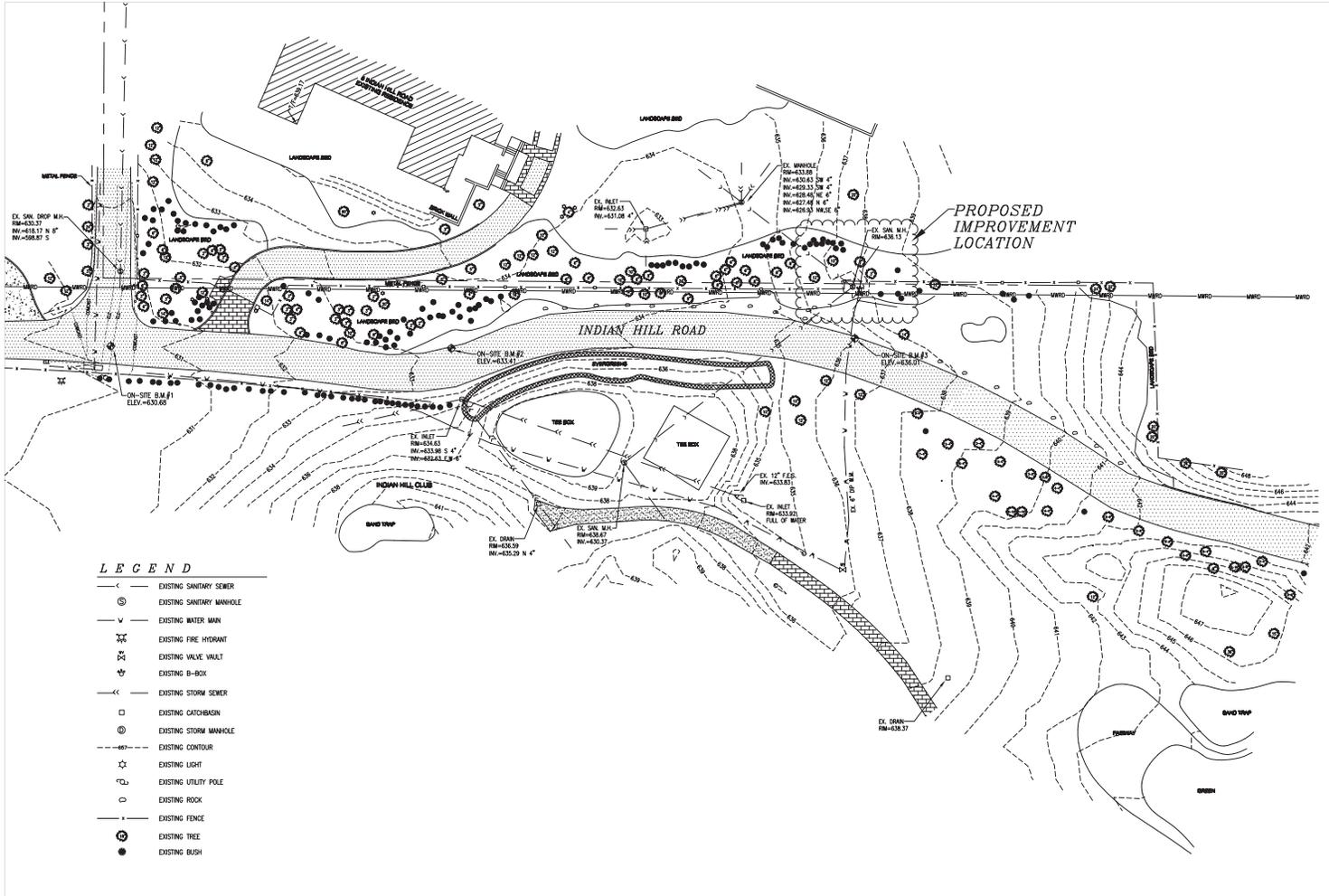
09/27/21	PER MWRD REVIEW & OWNER COORDINATION
11/22/21	MARKED FOR CONSTRUCTION AND CONTRACTOR
11/29/21	FINAL BIDDING AND AWARD
01/14/22	FINAL BIDDING AND AWARD
02/10/22	MARKED FOR CONSTRUCTION AND CONTRACTOR

DOLAND ENGINEERING, LLC
 CIVIL ENGINEERING - LAND SURVEYING - LAND PLANNING -
 334 EAST COLE PAVILION, SUITE C
 WINNETKA, ILLINOIS 60093
 (847) 991-5088 (847) 934-3427-FAX

SANITARY SEWER IMPROVEMENTS AT
 INDIAN HILL CLUB
 1 N. INDIAN HILL ROAD
 WINNETKA, ILLINOIS

DATE: 04/07/21
 SCALE: 1" = 20'
 FILE: 18081-HR
 COVER SHEET

C1



LEGEND

- c — EXISTING SANITARY SEWER
- ⊙ EXISTING SANITARY MANHOLE
- v — EXISTING WATER MAIN
- ⊕ EXISTING FIRE HYDRANT
- ⊕ EXISTING VALVE VAULT
- ⊕ EXISTING B-BOX
- c — EXISTING STORM SEWER
- ⊙ EXISTING CATCHBASIN
- ⊙ EXISTING STORM MANHOLE
- - - - EXISTING CONTOUR
- ☆ EXISTING LIGHT
- ⊕ EXISTING UTILITY POLE
- EXISTING ROCK
- - - - EXISTING FENCE
- ⊙ EXISTING TREE
- EXISTING BUSH

REVISIONS	DATE	BY	DESCRIPTION
	11/27/21		BASE ON ORIGINAL PLAN WORK AND CONDOCTOR
	11/22/21		BASE REVIEW DATE 11/16/21

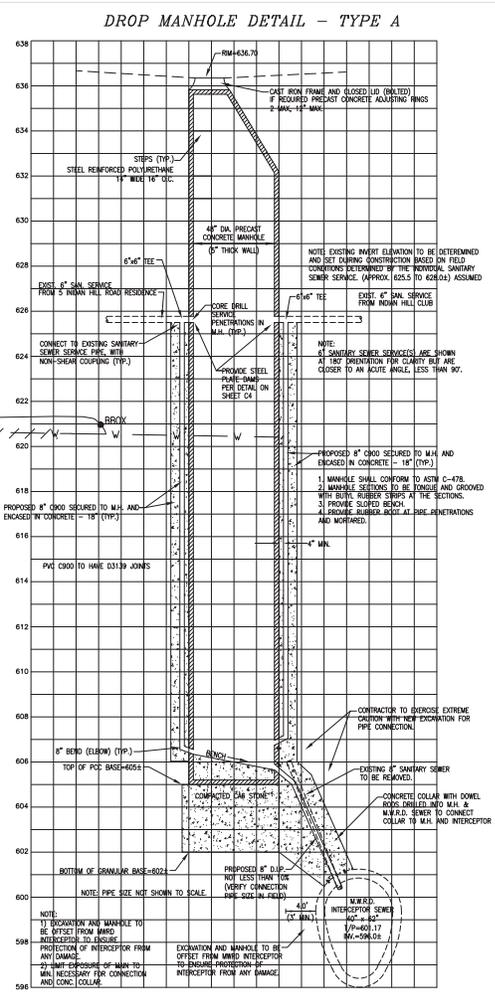
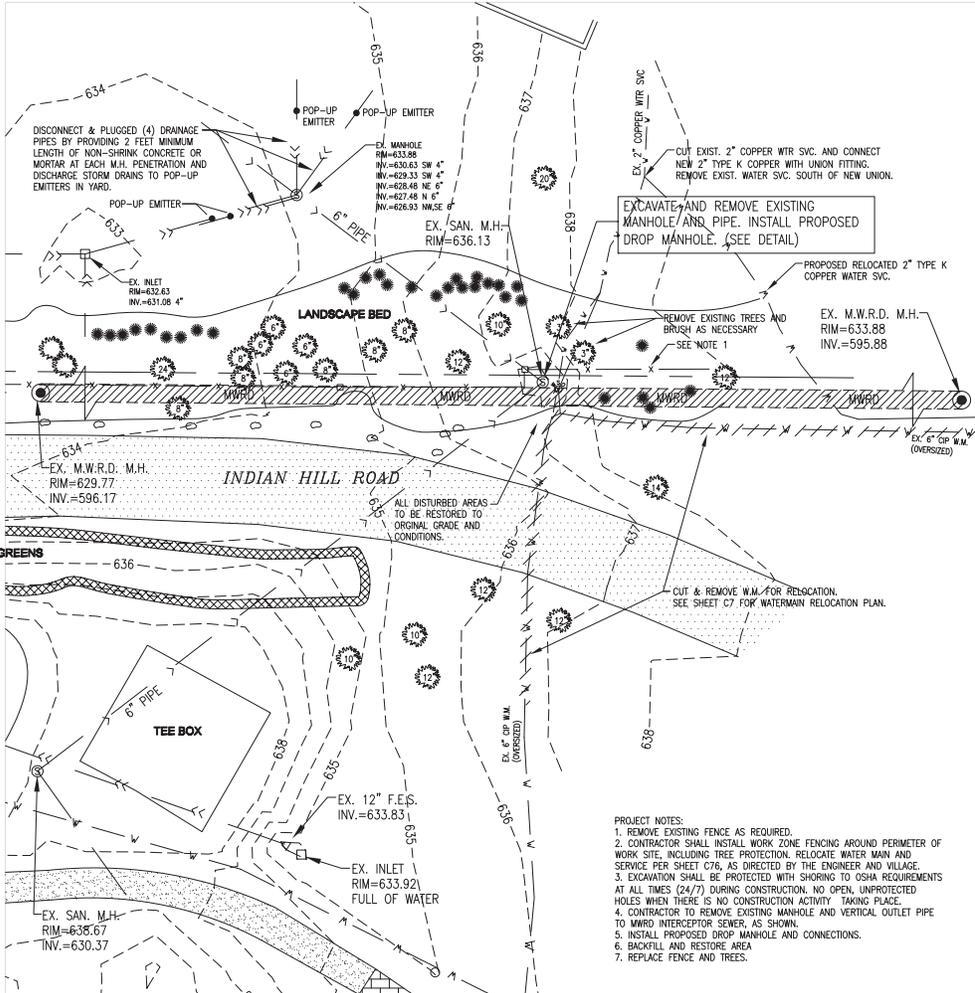
DOLAND ENGINEERING, LLC
 CIVIL ENGINEERING - LAND SURVEYING - LAND PLANNING
 334 EAST COLFAX AVENUE, SUITE C
 WINNETKA, ILLINOIS (847) 934-3427 FAX (847) 991-5088

SANITARY SEWER IMPROVEMENTS AT
 INDIAN HILL CLUB
 1 N. INDIAN HILL ROAD
 WINNETKA, ILLINOIS

DATE: 04/07/21
 SCALE: 1" = 20'
 FILE: 1800-18

EXISTING CONDITIONS

C2



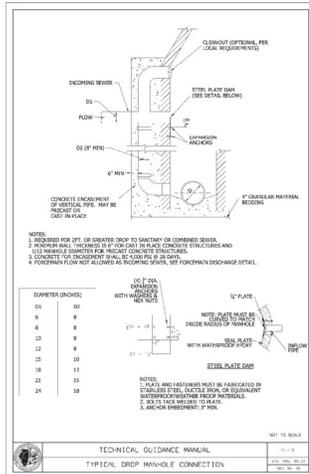
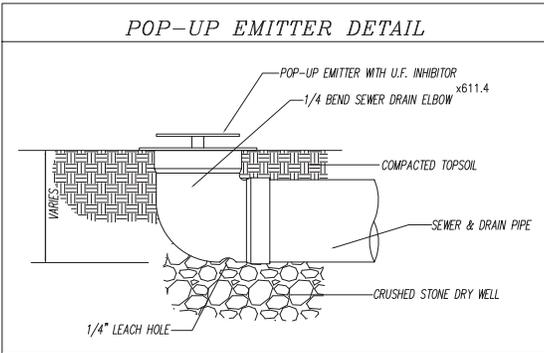
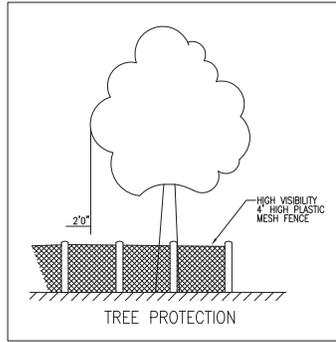
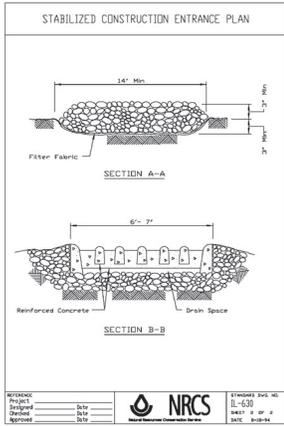
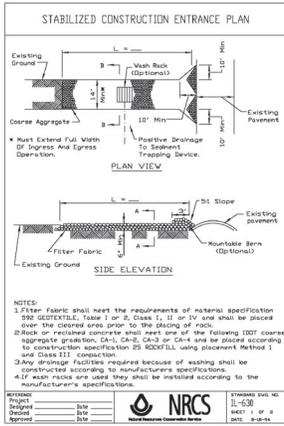
REVISIONS	NO.	DATE	DESCRIPTION
	1	11/27/21	BASED ON PRELIMINARY PLAN AND CONTRACTOR
	2	11/22/21	NAME REVIEW DATE: 11/26/21

DOLAND ENGINEERING, LLC
 CIVIL ENGINEERING - LAND SURVEYING - LAND PLANNING
 334 EAST COLFAX AVENUE, SUITE C
 WINNETKA, ILLINOIS (847) 991-5088 (847) 991-5088

SANITARY SEWER IMPROVEMENTS AT
 INDIAN HILL CLUB
 1 N. INDIAN HILL ROAD
 WINNETKA, ILLINOIS

DATE: 04/07/21
 SCALE: 1" = 10'
 FILE: 18081-HR
 PROPOSED IMPROVEMENTS

C3



REVISIONS:

11/22/11	11/22/11	11/22/11
11/22/11	11/22/11	11/22/11
11/22/11	11/22/11	11/22/11

DOLAND ENGINEERING, LLC
 CIVIL ENGINEERING - LAND SURVEYING - LAND PLANNING -
 534 EAST COLFAX AVENUE, SUITE C
 WINNETKA, ILLINOIS 60093
 (847) 934-3487 - FAX (847) 991-5088

SANITARY SEWER IMPROVEMENTS AT
 INDIAN HILL CLUB
 1 N. INDIAN HILL ROAD
 WINNETKA, ILLINOIS

DATE: 04/07/11
SCALE: 1" = 20"
FILE: 1000-100

STANDARD DETAILS

C4

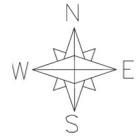
EXHIBIT C

Legal Description of the Easement Premises

EXHIBIT C – EASEMENT PREMISES
FOR WATER MAIN
–AT–

LOT 6 IN INDIAN HILL CONSOLIDATION, BEING A CONSOLIDATION IN SECTIONS 28 AND 29, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRICIPAL MERIDIAN, INCLUDING CERTAIN PARTS OF INDIAN HILL SUBDIVISION NO'S 1, 2, 3 AND 4, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 15, 1923 IN COOK COUNTY ILLINOIS.

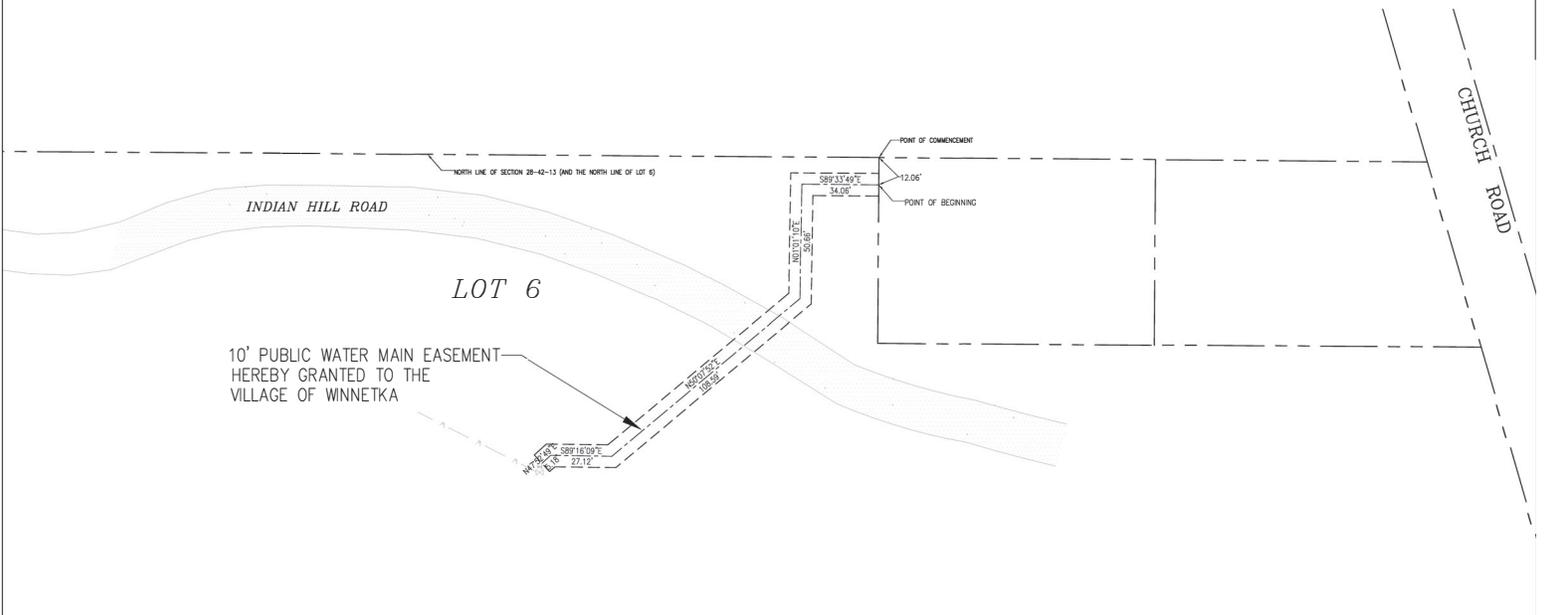
APRIL 7, 2022



SCALE: 1"=30'

EASEMENT LEGAL DESCRIPTION:

A 10-FOOT WIDE EASEMENT FOR PUBLIC WATER MAIN IS HEREBY GRANTED 5- FEET EACH SIDE OF THE FOLLOWING COURSES WHICH FORM THE CENTERLINE OF SAID EASEMENT:
THAT PART OF LOT 6 IN INDIAN HILL CONSOLIDATION, BEING A CONSOLIDATION IN SECTIONS 28 AND 29, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRICIPAL MERIDIAN, INCLUDING CERTAIN PARTS OF INDIAN HILL SUBDIVISION NO'S 1, 2, 3 AND 4, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 15, 1923 IN COOK COUNTY ILLINOIS;
DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 6; THENCE SOUTHERLY ALONG THE EASTERLY LINE OF AFORESAID LOT 6 A DISTANCE OF 12.06 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 33 MINUTES 49 SECONDS WEST, 34.06 FEET; THENCE SOUTH 01 DEGREES 01 MINUTES 10 SECONDS WEST, 50.66 FEET; THENCE SOUTH 50 DEGREES 07 MINUTES 52 SECONDS WEST, 108.59 FEET; THENCE NORTH 89 DEGREES 16 MINUTES 09 SECONDS WEST, 27.12 FEET; THENCE SOUTH 47 DEGREES 52 MINUTES 49 SECONDS WEST, 5.18 FEET TO THE END POINT OF SAID EASEMENT CENTERLINE.





Agenda Item Executive Summary

Title: Ordinance No. M-07-2022: Amending a Special Use Permit and Variations for Playground Improvements at Hubbard Woods Elementary School, 1110 Chatfield Road (Introduction/Adoption)

Presenter: David Schoon, Community Development Director

Agenda Date: 04/19/22

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

Consent: YES NO

Item History:

None.

Executive Summary:

On April 19, the Village Council is scheduled to consider Ordinance No. M-07-2022 in response to an application submitted by Kathryn Talty Landscape Architecture (the "Applicant") on behalf of Winnetka Public School District 36, as the owner of the property at 1110 Chatfield Road, the location of Hubbard Woods Elementary School (the "Subject Property"). The Applicant is proposing improvements to an existing playground located on the Subject Property and requests approval of the following relief:

1. Approval of an amendment to Ordinance No. M-5-2017, which ordinance granted a Special Use Permit to allow playground improvements on the Subject Property in the R-4 Single-Family Zoning District; and
2. Approval of the following zoning variations:
 - a. Impermeable Lot Coverage (ILC) of 86,394.6 square feet, whereas a maximum of 63,636.5 square feet is permitted, a variation of 22,758.1 square feet (35.76%) [Section 17.30.030 – Intensity of Use of Lot] [Note: The site currently contains 78,363.6 square feet of ILC. The proposed improvement would add 8,011 square feet]; and
 - b. Side Yard Setback of 9.5 feet from the west property line to the proposed play equipment, whereas a minimum of 12 feet is required, a variation of 2.5 feet (20.83%) [Section 17.30.060 – Side Yard Setback] [Note: The existing play equipment, which would be replaced, currently provides a side yard setback of 10.5 feet].

The Applicant is also requesting approval of a Certificate of Appropriateness for the design of the proposed playground improvements.

ADVISORY BOARD/COMMISSION REVIEW

The application was considered by the Zoning Board of Appeals (ZBA) on March 14, 2022. After hearing from the Applicant, and one adjacent neighbor, the ZBA discussed the location of the proposed improvements as well as the additional landscaping being installed as part of the proposed improvements by the Applicant. Ultimately, the ZBA voted 4-0 to recommend approval of the request with a condition that the Applicant continue to use their best efforts to fill the landscaping buffer gap between the proposed play equipment and the adjacent home located along the west property line of the school property. Draft minutes of the ZBA meeting are included in Attachment 2. Staff would note that one written comment was received prior to the advisory board/commission meetings. This comment was included in the staff report for each of the advisory board/commission meetings. One additional comment was received subsequent to the March 14 ZBA review of the request. This comment is provided as Attachment 4.

Executive Summary (continued):

The Design Review Board (DRB) considered a Certificate of Appropriateness for the proposed improvements on March 17, 2022. After hearing from the Applicant, the DRB voted 4-0 to recommend approval of the request subject to the Applicant continuing to use their best efforts to fill the landscaping buffer gap between the proposed play equipment and the adjacent home located along the west property line of the school property. Draft minutes of the DRB meeting are included in Attachment 3.

The Plan Commission (PC) considered the Special Use Permit on March 23, 2022. After hearing from the Applicant, the PC briefly discussed the request. The Commission found that the proposed improvements to the existing playground are consistent with the Village's Comprehensive Plan and meets the standards for granting a special use permit and recommended, by a vote of 6-0, approval of the request. Draft minutes of the PC meeting are included in Attachment 3.

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

Given the request includes a zoning variation to exceed the permitted impermeable lot coverage, it is important to note that the Village Engineering Department has reviewed the proposed improvements and has determined that the existing drainage system on the Subject Property can handle the additional impermeable lot coverage and that the storm water will have to be directed to the on-site stormwater system.

Recommendation:

Given each of the three advisory bodies unanimously recommended approval of the requested relief for which it is responsible for providing recommendations to the Village Council, the Council may wish to (a) consider waiving introduction of Ordinance No. M-07-2022 and consider adoption of the Ordinance, OR (b) consider only introduction of Ordinance No. M-07-2022.

Attachments:

1. Ordinance No. M-07-2022: Granting an Amendment to a Special Use Permit, Variations from the Winnetka Zoning Ordinance, and a Certificate of Appropriateness for the Construction of Improvements to an Existing Playground Within the R-4 Single Family Residential Zoning District (1110 Chatfield Road)
2. March 10, 2022, ZBA Staff Report and Attachments and Excerpt of Draft March 14, 2022, ZBA Meeting Minutes
3. Excerpts of Draft March 17, 2022, DRB Meeting Minutes and Draft March 23, 2022, PC Meeting Minutes
4. Additional Public Correspondence



ATTACHMENT 1

ORDINANCE NO. M-07-2022

**AN ORDINANCE GRANTING AN AMENDMENT TO A SPECIAL USE PERMIT,
VARIATIONS FROM THE WINNETKA ZONING ORDINANCE, AND
A CERTIFICATE OF APPROPRIATENESS FOR THE CONSTRUCTION OF
IMPROVEMENTS TO AN EXISTING PLAYGROUND
WITHIN THE R-4 SINGLE FAMILY RESIDENTIAL DISTRICT
(1110 Chatfield Road)**

WHEREAS, the Board of Education of Winnetka Public School District No. 36 (“*School District*”) is the record title owner of the property commonly known as 1110 Chatfield Road, Winnetka, Illinois, and legally described in **Exhibit A** attached to and, by this reference, made a part of this Ordinance (“*Subject Property*”); and

WHEREAS, the Subject Property is located within the R-4 Single-Family Residential District of the Village (“*R-4 District*”); and

WHEREAS, the Subject Property consists of approximately 2.92 acres, improved with a school building generally located on the east side of the Subject Property, a playground located on the north and west sides of the Subject Property (“*Playground*”), various athletic courts and fields located on the south side of the Subject Property, and accessory structures; and

WHEREAS, the Playground consists of outdoor playground equipment (“*Existing Equipment*”) which is divided between two play areas, one located on the west side of the Subject Property (“*West Play Area*”) and another located on the north side of the Subject Property (“*North Play Area*”), a wood chip-based play surface, and accessory improvements; and

WHEREAS, the School District operates a public school known as Hubbard Woods Elementary School (“*Elementary School*”) on the Subject Property; and

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

WHEREAS, on May 16, 2017, the Village Council approved Ordinance No. M-5-2017 (“*Special Use Ordinance*”) granting the School District a special use permit to allow for improvements to the Playground on the Subject Property (“*Special Use Permit*”); and

WHEREAS, the School District proposes to construct improvements to the Playground by: (i) removing the Existing Equipment located in the West Play Area and installing new playground equipment (“*Proposed Equipment*”); (ii) removing the wood chip-based play surface and installing a rubberized play surface across the West Play Area and the North Play Area; and (iii) making other ancillary improvements to the Playground (collectively, the “*Proposed Improvements*”); and

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

April 19, 2022

M-07-2022

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

WHEREAS, pursuant to Section 17.30.030.B of the Zoning Ordinance, the maximum total area of impermeable lot coverage for the Subject Property is 63,636.5 square feet; and

WHEREAS, pursuant to Section 17.30.060 of the Zoning Ordinance, the minimum side yard setback from the west property line of the Subject Property ("**West Property Line**") to the Proposed Equipment is 12 feet; and

WHEREAS, the School District desires to construct and operate the Proposed Improvements in a manner that will: (i) increase the total area of impermeable surfaces on the Subject Property from approximately 78,383.6 square feet to approximately 86,394.6 square feet; and (ii) decrease the side yard setback from the West Property Line, from approximately 10.5 feet for the Existing Equipment in the West Play Area, to approximately 9.5 feet for the Proposed Equipment in the West Play Area; and

WHEREAS, the School District filed an application for: (i) variations from Sections 17.30.030.B and 17.30.060 of the Zoning Ordinance to permit the construction of the Proposed Improvements (collectively, the "**Variations**"); (ii) an amendment to the Special Use Permit pursuant to Sections 17.16.020 and Chapter 17.56 of the Zoning Ordinance to allow the construction and operation of the Proposed Improvements on the Subject Property within the R-4 District ("**Special Use Permit Amendment**"); and (iii) a certificate of appropriateness pursuant to Section 15.40.010 of the Winnetka Village Code ("**Village Code**") (the Variations, Special Use Permit Amendment, and Certificate of Appropriateness are, collectively, the "**Requested Relief**"); and

WHEREAS, on March 14, 2022, after due notice thereof, the Zoning Board of Appeals ("**ZBA**") conducted a public hearing on the Requested Relief and, by a vote of four in favor and none opposed, recommended that the Village Council approve the Requested Relief subject to the conditions set forth in this Ordinance; and

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

WHEREAS, on March 17, 2022, after due notice thereof, the Design Review Board of the Village met to consider a Certificate of Appropriateness for the Proposed Improvements, and by a vote of four in favor and none opposed, recommended the issuance of a Certificate of Appropriateness for the Proposed Improvements subject to the conditions set forth in this Ordinance; and

WHEREAS, on March 23, 2022, after due notice thereof, the Plan Commission conducted a public hearing on the proposed Special Use Permit Amendment and, by a vote of six in favor and none opposed, recommended that the Village Council approve the Special Use Permit Amendment; and

WHEREAS, the Village Council has determined that: (i) the Variations are in harmony with the general purpose and intent of the Zoning Ordinance and are in accordance with general or specific

rules set forth in Chapter 17.60 of the Zoning Ordinance; and (ii) there are practical difficulties or particular hardships in the way of carrying out the strict letter of the provisions or regulations of the Zoning Ordinance from which the Variations have been sought; and

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

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

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

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

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

SECTION 3: APPROVAL OF VARIATIONS. Subject to, and contingent upon, the terms, conditions, restrictions, and provisions set forth in Section 5 of this Ordinance, the following variations are hereby granted with respect to the Subject Property, in accordance with and pursuant to Chapter 17.60 of the Zoning Ordinance and the home rule powers of the Village:

- A. Area of Impermeable Surfaces. A variation from Section 17.30.030.B of the Zoning Ordinance to permit a total of 86,394.6 square feet of impermeable surface.
- B. Side Yard Setback. A variation from Section 17.30.060 of the Zoning Ordinance to permit a side yard setback of 9.5 feet from the West Property Line.

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

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

- A. Commencement of Construction. The School District must commence the construction of the Proposed Improvements 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 Improvements and the Subject Property must comply at all times with all applicable Village codes and ordinances, as they have been or may be amended over time.
- C. Landscaping Buffer. The School District will continue to use their best efforts to fill the landscaping buffer gap between the Proposed Equipment and the West Property Line.
- D. Compliance with Plans. The development, use, and maintenance of the Proposed Improvements at the Subject Property must be in general accordance with the following documents and plans, except for minor changes and site work approved by the Director of Community Development or the Director of Public Works (within their respective permitting authority) in accordance with all applicable Village codes, ordinances, and standards:
1. The Proposed Site Plan prepared by Kathryn Talty Landscape Architecture, consisting of one sheet, and with a latest revision date of February 28, 2022, attached to and, by this reference made a part of this ordinance as **Exhibit B**;
 2. The Proposed Project Location Plan prepared by Kathryn Talty Landscape Architecture, consisting of one sheet, and with a latest revision date of January 28, 2022, attached to and, by this reference made a part of this ordinance as **Exhibit C**;
 3. The Site Photos prepared by Kathryn Talty Landscape Architecture, consisting of one sheet, and with a latest revision date of January 28, 2022, attached to and, by this reference made a part of this ordinance as **Exhibit D**;
 4. The Proposed Equipment List prepared by NuToys Leisure Products, consisting of two sheets, and with a latest revision date of February 9, 2022, attached to and, by this reference made a part of this ordinance as **Exhibit E**;
 5. The Proposed Structure Dimensions prepared by NuToys Leisure Products and Landscape Structures, consisting of one sheet, and with a latest revision date of February 9, 2022, attached to and, by this reference made a part of this ordinance as **Exhibit F**;
 6. The Proposed Equipment Renderings prepared by NuToys Leisure Products and Landscape Structures, consisting of four sheets, and with a latest revision date of February 9, 2022, attached to and, by this reference made a part of this ordinance as **Exhibit G**.
- E. Continued Effect of Special Use Permit. The Special Use Permit, as amended by this Special Use Permit Amendment, remains in full force and effect; provided,

however, that in the event of any conflict between the Special Use Permit and the Special Use Permit Amendment, the provisions of the Special Use Permit Amendment will control.

- F. 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 School District 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 School District must pay upon demand all costs incurred by the Village for publications and recordings required in connection with the aforesaid matters.

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

SECTION 7: FAILURE TO COMPLY. Upon the failure or refusal of the School District to comply with any or all of the conditions, restrictions, or provisions of this Ordinance, in addition to all other remedies available to the Village, the approvals granted in Sections 2, 3, and 4 of this Ordinance will, at the sole discretion of the Village Council, by ordinance duly adopted, be revoked and become null and void; provided, however, that the Village Council may not so revoke the approvals granted in Sections 2, 3, and 4 of this Ordinance unless it first provides the School District with two months advance written notice of the reasons for revocation and an opportunity to be heard at a regular meeting of the Village Council. In the event of revocation, the development and use of the Subject Property will be governed solely by the regulations of the applicable zoning district and the applicable provisions of the Zoning Ordinance, as the same may be amended from time to time. Further, in the event of such revocation, the Village Manager and Village Attorney are hereby authorized and directed to bring such zoning enforcement action as may be appropriate under the circumstances.

SECTION 8: FUTURE AMENDMENT OF SPECIAL USE PERMIT. Any future amendments to the Special Use Permit Amendment granted in Section 2 of this Ordinance that may be requested by the School District after the effective date of this Ordinance may be granted only pursuant to the procedures, and subject to the standards and limitations, provided in the Zoning Ordinance.

SECTION 9: EFFECTIVE DATE.

- A. This Ordinance will be effective only upon the occurrence of all of the following events:
1. Passage by the Village Council in the manner required by law;
 2. Publication in pamphlet form in the manner required by law; and

- 3. The filing by the School District with the Village Clerk of an Unconditional Agreement and Consent in the form of **Exhibit H** 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 School District does not file with the Village Clerk a fully executed copy of the unconditional agreement and consent described in Section 9.A.3 of this Ordinance within 60 days after the date of passage of this Ordinance by the Village Council, the Village Council shall have the right, in its sole discretion, to declare this Ordinance null and void and of no force or effect.

PASSED this 19th day of April, 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: _____, 2022

Passed and Approved: _____, 2022

EXHIBIT A

LEGAL DESCRIPTION OF SUBJECT PROPERTY

Those parts of Block 8 in County Clerk's Division according to the plat thereof recorded as Document No. 178081 filed on April 27, 1878, in the Southwest $\frac{1}{4}$ of Section 17, Township 42 North, Range 13 East of the Third Principal Meridian, Village of Winnetka, Cook County, Illinois described as follows: Lots 1, 2, 3, 4, 5 and 12 in said Block 8 in County Clerk's Division and that part of Lot 11 in said Block 8 in County Clerk's Division lying Easterly of a line forming an angle of 24 degrees 56 minutes to the left at the point of intersection with the East line of the Northwest $\frac{1}{4}$ of said Southwest $\frac{1}{4}$ of Section 17, 678.00 Feet South of the Northeast corner of said Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 17.

Commonly known as 1110 Chatfield Road, Winnetka, Illinois.

PINS: 05-17-307-012-0000, 05-17-307-013-0000, 05-17-307-024-0000

EXHIBIT B
PROPOSED SITE PLAN
(SEE ATTACHED EXHIBIT B)

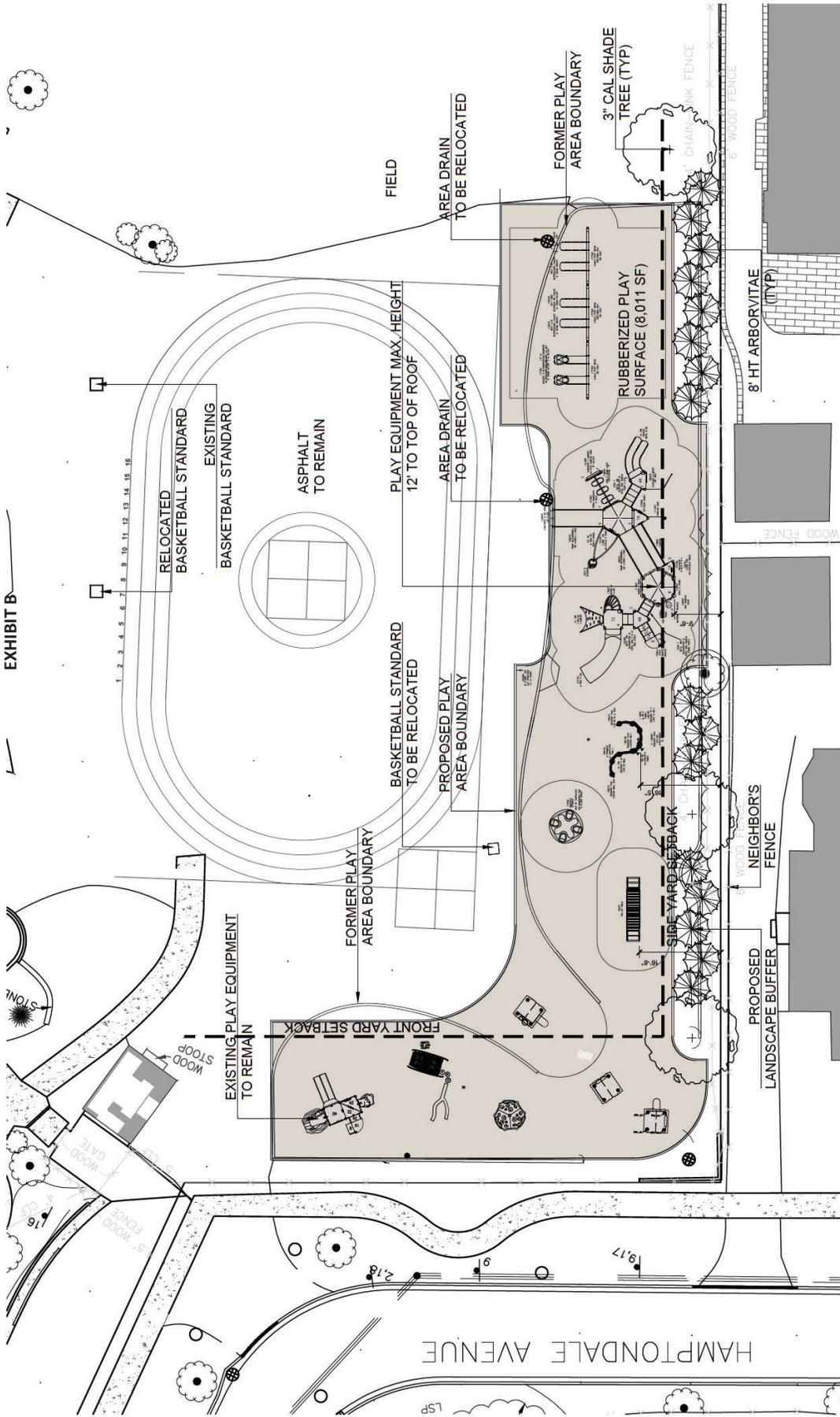
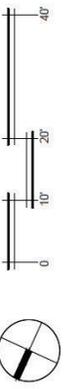


EXHIBIT B



SITE PLAN
SCALE: 1" = 20'-0"

Kathryn Talry
landscape architecture

Winnetka, Illinois 60093
847.672.5154
www.krtalrydesign.com

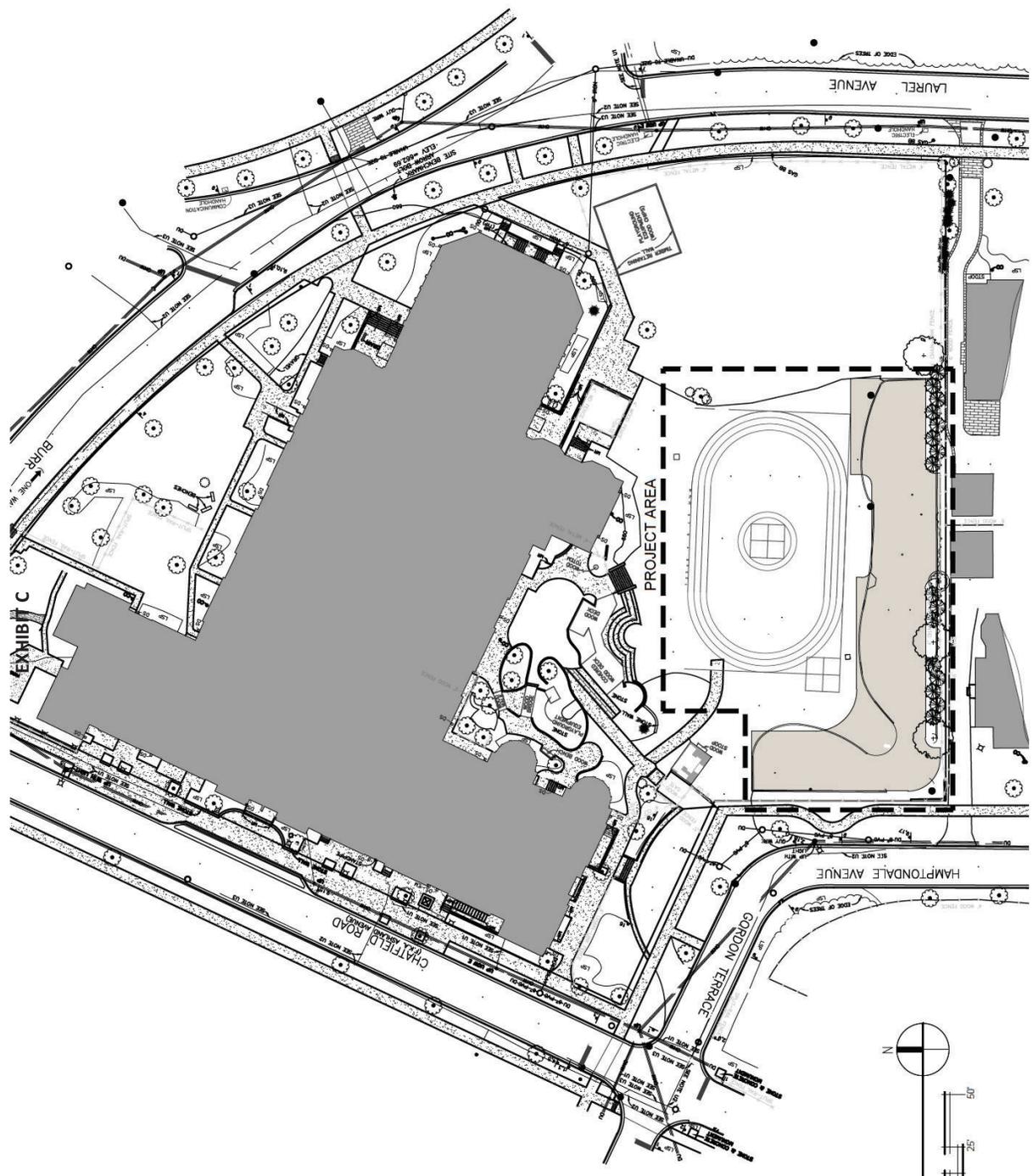
DATE: 02-28-22

SCHOOL DISTRICT 36 - HUBBARD WOODS SCHOOL

PLAY AREA IMPROVEMENTS

WINNETKA, ILLINOIS

EXHIBIT C
PROPOSED PROJECT LOCATION PLAN
(SEE ATTACHED EXHIBIT C)



PROJECT LOCATION PLAN
SCALE: 1" = 20'-0"

SCHOOL DISTRICT 36 - HUBBARD WOODS SCHOOL
PLAY AREA IMPROVEMENTS
WINNETKA, ILLINOIS

EXHIBIT D
SITE PHOTOS
(SEE ATTACHED EXHIBIT D)



SITE PHOTOS
EXISTING EQUIPMENT TO BE REPLACED



SITE PHOTOS
EXISTING EQUIPMENT TO BE REMAIN



SITE PHOTOS
SITE CONDITIONS



PLAY AREA IMPROVEMENTS
SCHOOL DISTRICT 36 - HUBBARD WOODS SCHOOL
WINNETKA, ILLINOIS

EXHIBIT E
PROPOSED EQUIPMENT LIST
(SEE ATTACHED EXHIBIT E)

EXHIBIT E



Box 2121
La Grange, IL 60525
708-579-9055
708-579-0109 (fax)
1-800-526-6197

February 9, 2022

**HUBBARD WOODS SCHOOL
WINNETKA, IL
OPTION 1 - REVISED
PLAYBOOSTER COMPONENT SYSTEM**

<u>QTY.</u>	<u>NO.</u>	<u>DESCRIPTION</u>
5-12 Year Olds Play Equipment		
1	120325A	Ramp Berm Exit Plate Concrete Wall
2	156232A	Ramp w/Guardrails w/Curbs Meets ASTM
1	176081A	Canyon Climber
1	150975A	Cascade Climber 48"Dk DB Only
1	143199A	Conical Climber 72"Dk DB
1	152907B	Deck Link w/Barriers Steel end panels 2 Steps
1	152907C	Deck Link w/Barriers Steel end panels 3 Steps
1	152907D	Deck Link w/Barriers Steel end panels 4 Steps
1	156915A	Pod Climber 16"Dk DB Right Mounted Handhold
1	176079A	Sunbeam Climber
1	152911C	Curved Transfer Module Right 48"Dk DB
2	178710A	Hexagon Tenderdeck
1	121948A	Kick Plate 8"Rise
1	111228A	Square Tenderdeck
3	111231A	Triangular Tenderdeck
1	119646A	Tri-Deck Extension
2	191031A	Accessible Panel Curb
1	123844A	Braille Panel Above Deck
1	127953B	Handhold Panel
1	127953A	Handhold Panel Set
1	173567A	Marble Panel Above Deck
2	127439A	Navigator Reach Panel Above Deck
1	173564A	Optigear Panel Above Deck
1	201545A	Blender Spinner DB
1	111357B	Turning Bar Alum DB
1	141887A	Access/Landing Assembly Seat Barrier Left 8"Dk
1	119805A	Single Beam Loop Horiz Ladder 84"
4	111404E	116"Alum Post DB
4	111404D	124"Alum Post DB
2	111404C	132"Alum Post DB
2	111404O	132"Steel Post DB 42" BURY
6	111403F	142"Alum Post For Roof DB
4	111404A	148"Alum Post DB
2	111404J	76"Alum Post DB
4	111404H	92"Alum Post DB

Hubbard Woods School - Option 1 Revised

1	130567A	Hex Shingle Roof
1	271761A	Alpine Slide 72" Deck DB
1	130798A	Double Swirl Slide 48"Dk DB
1	182503C	Welcome Sign (LSI Provided) Ages 5-12 years DB

ALSO:

1	173591A	OmniSpin Spinner Surface Mount
1	176457A	Roller Table DB

3-Panel Sensory Wall

1	168102A	Alphamaze and Labyrinth Panel
1	168108A	Kaleidospin Panel
1	168662A	Marble Panel
3	168100A	Sensory Play Center Wall DB
2	168101A	Sensory Play Center Wall End DB
4	168661A	Sensory Play Station Plate

**New 6-Place Single Post Swing Set
5 Belt Seats and 1 ADA**

4	174018A	Belt Seat Proguard Chains 8' Beam
2	177351A	Molded Bucket Seat (5-12 yrs) w/Harness Proguard Chains 8' Beam
1	177332A	Single Post Swing Frame 8' Beam
2	177333A	Single Post Swing Frame Addtl Bay 8' Beam

****Note: Due to the volatile cost of raw materials, supply chain and labor shortages, prices and lead times can change without notice. Unfortunately, we cannot guarantee or hold prices quoted at this time.**

EXHIBIT F
PROPOSED STRUCTURE DIMENSIONS
(SEE ATTACHED EXHIBIT F)

EXHIBIT F

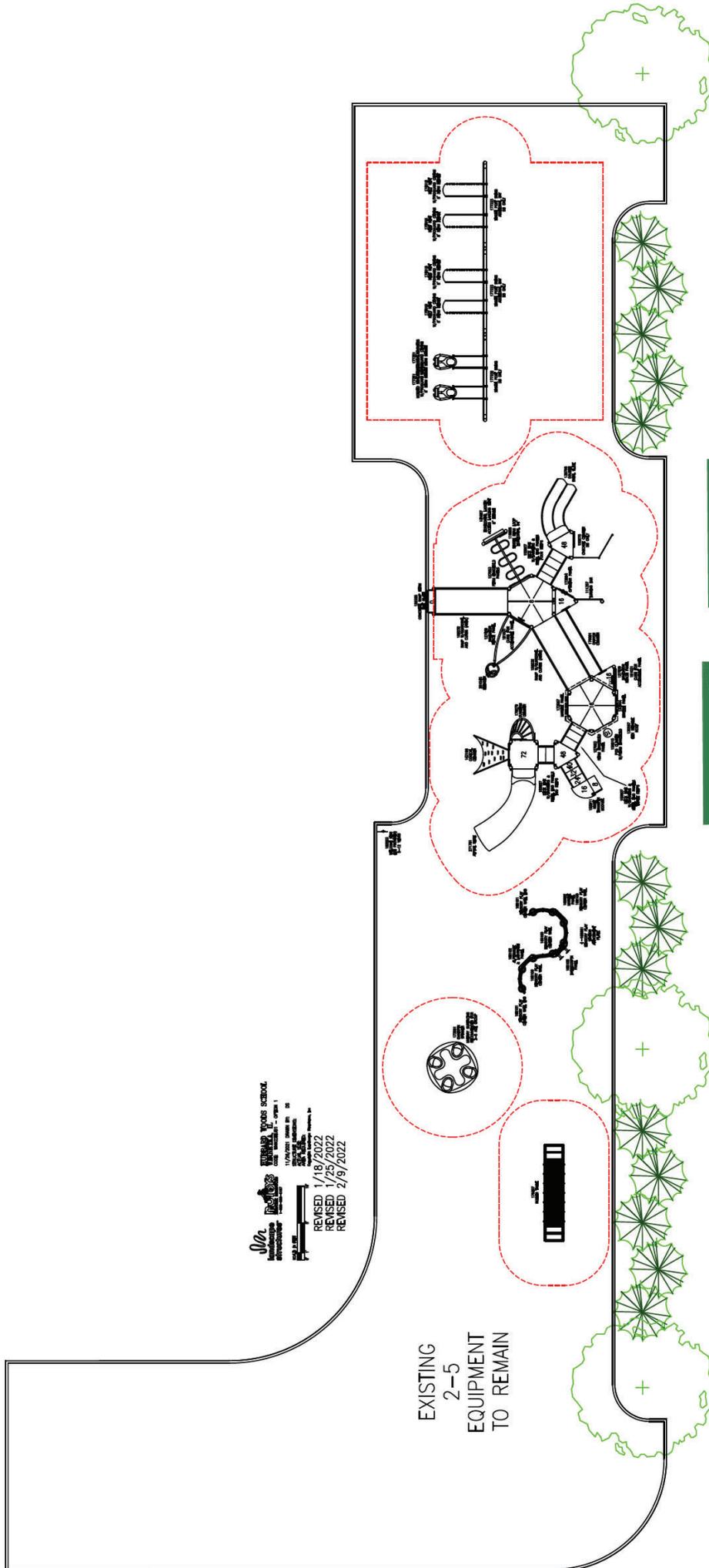


EXHIBIT G
PROPOSED EQUIPMENT RENDERINGS
(SEE ATTACHED EXHIBIT G)



EXHIBIT G



HUBBARD WOODS
ELEMENTARY SCHOOL
WNN22HUB1-2-1 • 02.09.2022



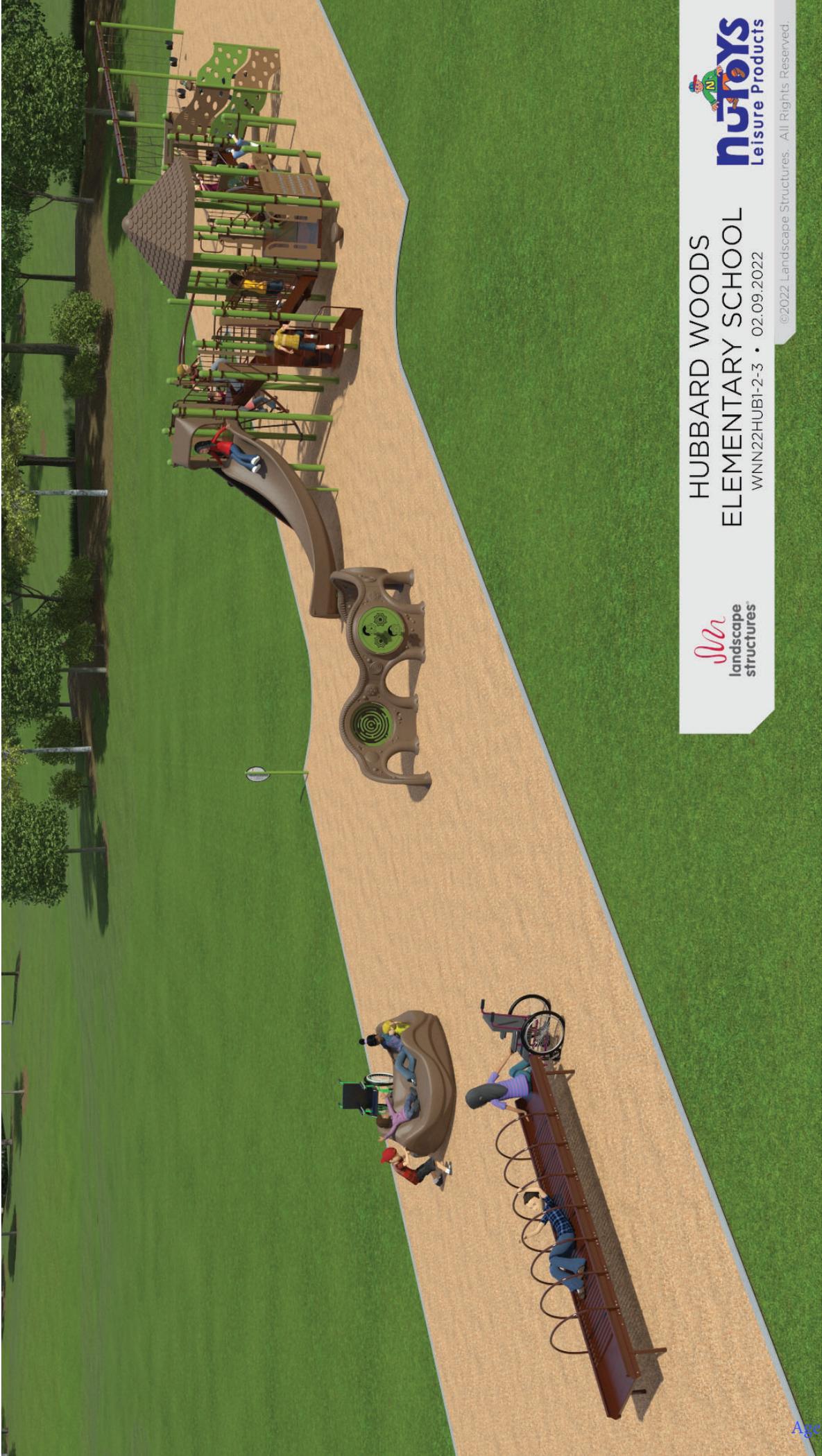
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HUBBARD WOODS
ELEMENTARY SCHOOL
WNN22HUB1-2-2 • 02.09.2022



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WNN22HUBI-2-4 • 02.09.2022



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EXHIBIT H
UNCONDITIONAL AGREEMENT AND CONSENT

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

WHEREAS, Board of Education of Winnetka Public School District No. 36 ("*School District*") is the record title owner of the property commonly known as 1110 Chatfield Road in the Village ("*Subject Property*"); and

WHEREAS, the School District proposes to construct improvements to the Playground located on the Subject Property ("*Proposed Improvements*"); and

WHEREAS, Ordinance No. M-07-2022, adopted by the Village Council on April 19, 2022 ("*Ordinance*"), grants to the School District variations from the provisions of the Winnetka Zoning Ordinance, an amendment to a special use permit, and a Certificate of Appropriateness to permit the construction of the Proposed Improvements on the Subject Property (collectively, the "*Requested Relief*"); and

WHEREAS, Section 9 of the Ordinance provides, among other things, that the Ordinance will be of no force or effect unless and until the School District 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 School District does hereby agree and covenant as follows:

1. The School District does hereby unconditionally agree to accept, consent to, and abide by each and all of the terms, conditions, limitations, restrictions, and provisions of the Ordinance.
2. The School District 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 School District acknowledges and agrees that the Village is not and will not be, in any way, liable for any damages or injuries that may be sustained as a result of the Village's grant of the Requested Relief for the Subject Property or its adoption of the Ordinance, and that the Village's approvals do not, and will not, in any way, be deemed to insure the School District against damage or injury of any kind and at any time.
4. The School District does hereby agree to hold harmless and indemnify the Village, the Village's corporate authorities, and all Village elected and appointed officials, officers, employees, agents, representatives, and attorneys, from any and all claims that may, at any time, be asserted against any of such parties in connection with the Village's adoption of the Ordinance granting the Requested Relief for the Subject Property.

5. The School District 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:

**BOARD OF EDUCATION OF WINNETKA
PUBLIC SCHOOL DISTRICT NO. 36**

By: _____
Its: _____

By: _____
Its: _____



MEMORANDUM
VILLAGE OF WINNETKA

COMMUNITY DEVELOPMENT DEPARTMENT

TO: ZONING BOARD OF APPEALS
FROM: ANN KLAASSEN, SENIOR PLANNER
DATE: MARCH 10, 2022
SUBJECT: 1110 CHATFIELD ROAD - HUBBARD WOODS ELEMENTARY SCHOOL -
SPECIAL USE PERMIT (CASE NO. 22-09-SU)

INTRODUCTION

On March 14, 2022, the Zoning Board of Appeals is scheduled to hold a public hearing on an application submitted by Kathryn Talty Landscape Architecture (the “Applicant”) on behalf of Winnetka Public School District 36, as the owner of the property located at 1110 Chatfield Road (the “Subject Property”). The Applicant is proposing improvements to the existing playground located on the Subject Property and requests approval of the following relief:

1. Approval of an amendment to an existing **Special Use Permit** that allowed playground improvements. The requested amendment would allow improvements to the existing playground located on the Subject Property, which is located in the R-4 Single-Family Residential Zoning District; and
2. Approval of the following **zoning variations**:
 - a. Impermeable Lot Coverage (ILC) of 86,394.6 square feet, whereas a maximum of 63,636.5 square feet is permitted, a variation of 22,758.1 square feet (35.76%) [Section 17.30.030 – Intensity of Use of Lot] [Note: The site currently contains 78,363.6 square feet of ILC. The proposed improvement would add 8,011 square feet]; and
 - b. Side Yard Setback of 9.5 feet from the west property line to the proposed play equipment, whereas a minimum of 12 feet is required, a variation of 2.5 feet (20.83%) [Section 17.30.060 – Side Yard Setback] [Note: The existing play equipment, which would be replaced, currently provides a side yard setback of 10.5 feet].

A sign has been posted on the Subject Property indicating the time and date of the ZBA public hearing. A mailed notice has been sent to property owners within 250 feet of the Subject Property, in compliance with the Zoning Ordinance. The hearing was properly noticed in the *Winnetka Talk* on February 24, 2022. As of the date of this memo, staff has received one written comment from the public regarding this application. The comment is provided in Attachment D of this report.

The Village Council has final jurisdiction on this request as only the Council has the authority to grant or amend a Special Use Permit or to grant a variation to exceed the permitted intensity of use by more than 20%.

PROPERTY DESCRIPTION

The Subject Property, which is approximately 2.92 acres (127,273 square feet) in size, is located on the south side of Chatfield Road between Gordon Terrace and Burr Avenue and contains Hubbard Woods

Elementary School (see Figure 1). The Subject Property has three front yards, with street frontage along Chatfield Road to the north, Burr and Laurel Avenues to the east, and Gordon Terrace and Hamptondale Avenue to the west.

The Comprehensive Plan designates the Subject Property as appropriate for “Public/Semi-Public” uses. The property is zoned R-4 Single Family Residential, and it is bordered by R-4 Single Family Residential to the north, east, and west, and R-2 Single Family Residential to the southeast and southwest (see Figure 2).

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

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



Figure 1 – Aerial Map



Figure 2 – Zoning Map

PROPERTY HISTORY AND PREVIOUS ZONING APPLICATIONS

Hubbard Woods School was constructed circa 1911. There have been several additions and various other improvements to the school and Subject Property over the years. There are ten (10) previous zoning cases on file for the Subject Property:

1. In 1927, ZBA Case No. 282 was approved for a front yard setback variation to allow an addition to the school;
2. In 1953, ZBA Case No. 788 was approved for a front yard setback variation to allow an addition to the school;
3. Ordinance M-287-90 was adopted in February 1990 by the Village Council, granting a special use permit and variations to allow construction of an addition on the south side of the existing school building. The approved variations were for (a) GFA; (b) roofed lot coverage; (c) impermeable lot coverage; and (d) front yard setback from Laurel and Burr Avenues;
4. Ordinance M-472-96 was adopted in October 1996 by the Village Council, granting a special use permit and variations to allow a temporary mobile classroom structure and playground improvements. The approved variations were for GFA and roofed lot coverage;
5. Ordinance M-481-96 was adopted in January 1997 by the Village Council, granting a front yard setback variation to allow play equipment;
6. In 1997, ZBA Case No. 97-14-SU was a request to allow a temporary mobile classroom that would have exceeded the maximum permitted GFA. The application was withdrawn;
7. Ordinance M-528-98 was adopted in June 1998 by the Village Council, granting an amendment to a special use permit and variations to allow the construction of three one-story additions to the existing school building. The approved variations were for (a) GFA; (b) roofed lot coverage; and (c) impermeable lot coverage;
8. Ordinance M-578-99 was adopted in June 1999 by the Village Council, granting a front yard setback variation to allow play equipment within the minimum required front yard setback along Hamptondale Avenue;
9. Ordinance M-18-2006 was adopted in August 2006 by the Village Council, granting variations to allow playground improvements, a new storage shed, and an Outdoor Environmental Learning Area. The approved variations were for (a) GFA; (b) roofed lot coverage; and (c) impermeable lot coverage; and
10. Ordinance M-5-2017 was adopted in May 2017 by the Village Council, granting a special use permit and a front yard setback variation to allow playground improvements within the minimum required front yard setback along Hamptondale Avenue.

The Ordinances listed above are included in this report as Attachment C.

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



Figure 3 – Subject Property – Playground – Looking Southwest
(Play equipment in foreground to remain)



Figure 4 – Subject Property – Playground – Looking South

PROPOSED PLAN

The proposed playground improvements include: (1) replacement of the existing play equipment located along the west property line; and (2) replacement of the existing wood chip play surface with rubberized surfacing, for both the north and west play areas.

The existing play equipment in the west play area would be replaced with new equipment of a similar style within the existing established play area. The existing play equipment located in the north play area would remain. The only change in the north area is the replacement of the wood chips with the rubberized surface, which is to provide improved accessibility for students with mobility challenges. The total rubberized surface area would measure 8,011 square feet.

The proposed equipment would be in a palette of green and brown and supplied by NuToys Leisure Products, specifically from the manufacturer Landscape Structures. The tallest piece of equipment would be 12 feet in height. As described by the Applicant in the written explanation included in Attachment B, additional landscaping, including 8-foot tall arbor vitae, is also proposed along the west property line to provide a visual buffer for the residential neighbors.

An excerpt of the proposed site plan and renderings of the proposed equipment are provided below and on the next page as Figures 5 and 6. The complete set of plans are provided in the application materials, which are included in this report as Attachment B.

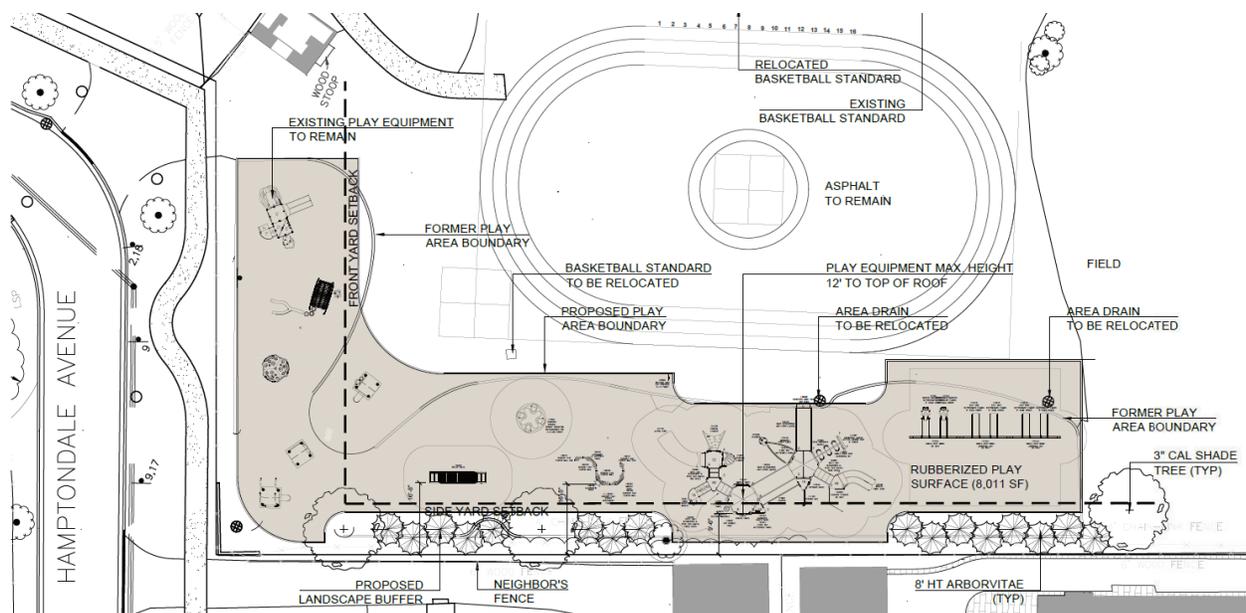


Figure 5 – Excerpt of Proposed Site Plan



Figure 6 – Rendering of Proposed Play Equipment

Given the ZBA often receives questions regarding the stormwater regulations applicable to a specific request being considered by the ZBA, it is worth noting that the Applicant is currently working with Village Engineering staff to comply with the Village stormwater regulations. Figure 7 below represents the Subject Property’s proximity to the floodplain; the cyan represents the 100-year flood area.

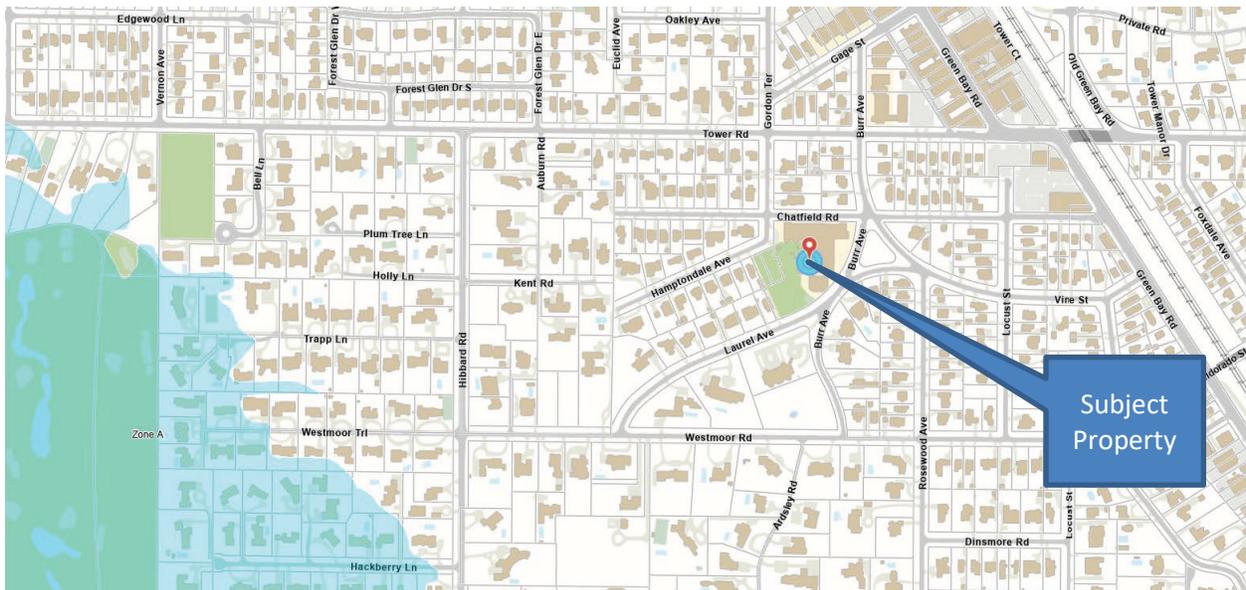


Figure 7 - GIS Floodplain Map

REQUESTED ZONING RELIEF

The attached zoning matrix highlights the existing lot and the proposed improvements’ compliance with the R-4 zoning district (Attachment A). Two variations are being requested to allow the proposed playground improvements: (1) impermeable lot coverage; and (2) side yard setback.

Impermeable Lot Coverage (ILC). The maximum permitted ILC in the R-4 District is 50% of the lot area. The maximum allowed ILC on the Subject Property is 63,636.5 square feet. The site currently contains 78,383.6 square feet of ILC, exceeding the maximum permitted ILC by 14,747.1 square feet. The increase in ILC with the proposed rubberized play surface for the playground is 8,011 square feet; bringing the total ILC to 86,394.6 square feet, whereas a maximum of 63,636.5 square feet is permitted, a variation of 22,758.1 square feet (35.76%).

Side Yard Setback (West). The existing play equipment, which is to be replaced, currently provides a side yard setback of 10.5 feet. The proposed piece of equipment that would be located closest to the west property line would be setback 9.5 feet, whereas a minimum of 12 feet is required, a variation of 2.5 feet (20.83%).

CONSIDERATION BY OTHER ADVISORY BOARDS/COMMISSIONS

The Design Review Board is scheduled to consider a Certificate of Appropriateness for the proposed playground improvements on March 17, 2022.

The Plan Commission is scheduled to consider the Special Use Permit on March 23, 2022.

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

FINDINGS

In the attached application materials submitted by the Applicant, the Applicant has provided a statement of justification regarding how the requested Special Use Permit and variations meet the standards for granting the requested Special Use Permit and zoning variations. Does the ZBA find that the requested amendment to an existing Special Use Permit and variations meet the standards for granting such special use and variations; and if so, is the ZBA prepared to make a recommendation to the Village Council regarding the requested relief? If so, a ZBA member may wish to make a motion recommending approval or recommending denial based upon the following:

Move to recommend **approval [denial]** of the requested amendment to the existing special use that allowed playground improvements for the public elementary school on the Subject Property granted by Ordinance M-5-2017 and the following zoning variations: (1) impermeable lot coverage; and (2) side yard setback to allow improvements to the existing playground located on the Subject Property, based on evidence in the record, or a public document, and upon the following findings of fact:

1. The proposed playground improvements are consistent with the Standards for the granting of Special Use Permits, as follows:
 - a. That the establishment, maintenance and operation of the special use will not be detrimental to or endanger the public health, safety, comfort, morals or general welfare;
 - b. That the special use will not be substantially injurious to the use and enjoyment of other property in the immediate vicinity which are permitted by right in the district or districts of concern, nor substantially diminish or impair property values in the immediate vicinity;
 - c. That the establishment of the special use will not impede the normal and orderly development or improvement of other property in the immediate vicinity for uses permitted by right in the district or districts of concern;
 - d. That adequate measures have been or will be taken to provide ingress and egress in a manner which minimizes pedestrian and vehicular traffic congestion in the public ways;
 - e. That adequate parking, utilities, access roads, drainage and other facilities necessary to the operation of the special use exist or are to be provided; and

- f. That the special use in all other respects conforms to the applicable regulations of this and other Village ordinances and codes.
2. The requested zoning variations to allow:
 - a. Impermeable Lot Coverage (ILC) of 86,394.6 square feet, whereas a maximum of 63,636.5 square feet is permitted, a variation of 22,758.1 square feet (35.76%) [Section 17.30.030 – Intensity of Use of Lot]; and
 - b. Side Yard Setback of 9.5 feet from the west property line to the proposed play equipment, whereas a minimum of 12 feet is required, a variation of 2.5 feet (20.83%) [Section 17.30.060 – Side Yard Setback].

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

1. The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by regulations in that zone.
2. The plight of the owner is due to unique circumstances. Such circumstances must be associated with the characteristics of the property in question, rather than being related to the occupants.
3. The variation, if granted, will not alter the essential character of the locality.
4. An adequate supply of light and air to the adjacent property will not be impaired.
5. The hazard from fire and other damages to the property will not be increased.
6. The taxable value of the land and buildings throughout the Village will not diminish.
7. The congestion in the public street will not increase.
8. The public health, safety, comfort, morals, and welfare of the inhabitants of the Village will not otherwise be impaired.

[The amendment to the special use for the playground improvements and the requested variations should only be approved subject to the following conditions...]

ATTACHMENTS

Attachment A: Zoning Matrix

Attachment B: Application Materials

Attachment C: Ordinance M-287-90, adopted February 6, 1990

Ordinance M-472-96, adopted October 8, 1996

Ordinance M-481-96, adopted January 7, 1997

Ordinance M-528-98, adopted June 16, 1998

Ordinance M-578-99, adopted June 15, 1999

Ordinance M-18-2006, adopted August 15, 2006

Ordinance M-5-2017, adopted May 16, 2017

Attachment D: Public Correspondence

ATTACHMENT A

ZONING MATRIX

ADDRESS: 1110 Chatfield Road - Hubbard Woods Elementary School

CASE NO: 22-09-SU

ZONING: R-4

ITEM	MIN/MAX REQUIREMENT	EXISTING	PROPOSED	DIFFERENCE BETWEEN PROPOSED & EXISTING	ZONING CODE COMPLIANCE (2)
Min. Lot Size	13,300 SF	127,273 SF	N/A	N/A	OK
Min. Average Lot Width	70 FT	351.92 FT	N/A	N/A	OK
Min. Lot Depth	120 FT	361.65 FT	N/A	N/A	OK
Max. Roofed Lot Coverage	31,818.25 SF (1)	46,447.26 SF	46,447.26 SF	0 FT	EXISTING NONCONFORMING
Max. Gross Floor Area	31,087.79 SF (1)	48,715 SF	48,715 SF	0 FT	EXISTING NONCONFORMING
Max. Impermeable Lot Coverage	63,636.5 SF (1)	78,383.6 SF	86,394.6 SF	8,011 SF	22,758.1 SF (35.76%) VARIATION
Min. Front Yard (Chatfield/North)	30 FT	4.97 FT	4.97 FT	0 FT	EXISTING NONCONFORMING
Min. Front Yard (Burr/Laurel/East)	30 FT	11.35 FT	11.35 FT	0 FT	EXISTING NONCONFORMING
Min. Front Yard (Gordon Terr./Hamptondale/West)	30 FT	9.33 FT (3)	9.33 FT (3)	0 FT	EXISTING NONCONFORMING
Min. Side Yard (Southwest)	12 FT	10.5 FT (3)	9.5 FT	-1 FT	2.5 FT (20.83%) VARIATION

NOTES:

(1) Based on lot area of 127,273 s.f.

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

(3) Setback to existing play equipment.

VILLAGE OF WINNETKA, ILLINOIS
DEPARTMENT OF COMMUNITY DEVELOPMENT

SPECIAL USE PERMIT APPLICATION

Case No. 22-09-SU

Property Information

Site Address: Hubbard Woods School - 1110 Chatfield Road, Winnetka, IL 60093

Applicant Information

Name: Kathryn Talty Landscape Architecture

Primary Contact: Kathryn Talty

Address: 45 Longmeadow Road

City, State, ZIP: Winnetka, IL 60093

Phone No. 847-612-5154

Email: kathryn@ktlandarch.com

Owner Information

Name: Winnetka Public School District 36

Primary Contact: Brad Goldstein

Address: 1235 Oak Street

City, State, ZIP: Winnetka, IL 60093

Phone No. 847-446-9400

Email: bradgoldstein@winnetka36.org

Architect Information

Name: _____

Primary Contact: _____

Address: _____

City, State, ZIP: _____

Phone No. _____

Email: _____

Attorney Information

Name: _____

Primary Contact: _____

Address: _____

City, State, Zip: _____

Phone No. _____

Email: _____

Applicant Signature: 

Date: 01-31-22

Property Owner Signature: 

Date: 1/31/2022

Printed Name of Owner: BARA GOLASTEW

Hubbard Woods School Playground Enhancements
Project narrative

School District 36 respectfully submits this application for a zoning variance and special use permit to enhance the existing play areas on its Hubbard Woods School campus. The District seeks to replace vintage play equipment that had aged past its useful life. As part of this project, the District also proposes to replace the engineered fiber woodchips with rubberized play surfacing.

Currently, Hubbard Woods School has two adjacent play areas that will be affected by this enhancement, a north and a west play area. All proposed new play equipment will be located in the west play area. Both the west and north play areas will have rubberized play surfacing under the equipment in accordance with all safety requirements.

The principal of Hubbard Woods School gathered input from a group of teachers, students and parents representing all grade levels instructed at the school. Attention was focused on adding play pieces that allow the greatest opportunity for inclusive play, serving all the students at Hubbard Woods. Consideration of adjacent neighbors was a priority in determining the layout of the new play equipment, intentionally aligning higher-level decks out of sight lines to rear yards. Additional landscaping has been added to the area to further buffer the school's outdoor activities from the neighbors located directly next door to the site.

The District seeks approval to install this play equipment during the school's summer break with a planned commencement of June 2022. Depending on the outcome of the competitive bid process and related budgetary constraints, the project may be installed in phases.

Special Use Standards Commentary – Hubbard Woods School

1. *That the establishment, maintenance, and options of the Special Use will not be detrimental to or endanger the public health, safety, comfort, morals, or general welfare;*

Hubbard Woods school seeks approval of this Special Use to allow the replacement of aging play equipment and the installation of rubberized safety surface in their existing playground. The new surface will provide a more accessible route for students with mobility issues. The renovation of the existing play area will provide a safe, inclusive play experience for all Hubbard Woods' students. The project will be installed observing public health, safety, comfort, morals and general welfare.

2. *That the Special Use will not substantially injurious to the use and enjoyment of other property in the immediate vicinity which are permitted by right in the district or districts of concern, nor substantially diminish or impair property values in the immediate vicinity;*

The proposed, renovated Hubbard Woods School playground has been sensitively designed to respect the immediate neighbors. Equipment was placed with the intention to observe the privacy of adjacent backyards and additional landscaping has been included to provide a visual buffer. Having this lovely resource near homes in the area will only enhance the appeal to property owners in that the playground will be appropriately maintained and safety measures and guidelines will be followed throughout installation process. The current plans meet all safety regulations and the structures themselves are attractive.

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

The playground area and location on the property will not be changed. The design is in keeping with the type and rough dimensions of the existing equipment. The surrounding neighborhood will not be impacted negatively nor will the normal and orderly development be impeded.

4. *That adequate measures have been or will be taken to provide ingress and egress in a manner which minimize pedestrian and vehicular traffic congestion in the public ways;*

The installation of the new playground equipment will in no way impede the normal activities that occur around Hubbard Woods School. The pedestrian and vehicular traffic will remain unchanged by the replacement of the play equipment. Furthermore, the District will use good judgment and decision making as to when the equipment will be installed, ensuring, to the best of our ability, that traffic and sidewalks will not be obstructed for users.

5. *The adequate parking, utilities, access roads, drainage, and other facilities necessary to the operation of the Special Use exits or are to be provided;*

The playground project does not require changes to existing parking, roads, drainage or facilities. The District will ensure that any disruption to the neighbors due to the installation of the new equipment will be minimal. We will provide information to the neighbors regarding the installation process.

6. *That the Special Use in all other respects conforms to the applicable regulations of this and other village ordinances and code.*

The school district is obliged to follow the safety rules and regulations stated in school code, which ensures a safe playground for children to enjoy. The District will comply with all Village regulations, ordinances and codes in this process.

VILLAGE OF WINNETKA, ILLINOIS
DEPARTMENT OF COMMUNITY DEVELOPMENT

ZONING VARIATION APPLICATION

Case No.22-09-SU

Property Information

Site Address: Hubbard Woods School - 1110 Chatfield Road, Winnetka, IL 60093

Owner Information

Name: Winnetka Public School District 36

Address: 1235 Oak Street

City, State, ZIP: Winnetka, IL 60093

Email: bradgoldstein@winnetka36.org

Primary Contact: Brad Goldstein

Phone No. 847-446-9400

Date property acquired by owner: 01/01/1914

Architect Information

Name: Kathryn Talty Landscape Architecture, Inc.

Primary Contact: Kathryn Talty

Address: 45 Longmeadow Road

City, State, ZIP: Winnetka, IL 60093

Phone No. 847-612-5154

Email: kathryn@ktlandarch.com

Attorney Information

Name: _____

Primary Contact: _____

Address: _____

City, State, Zip: _____

Phone No. _____

Email: _____

Nature of any restrictions on property: Institutional use (school) within a residentially zoned district. The Property has existing non-conformances exceeding allowed impermeable surface and a side-yard setback encroachment.

Brief explanation of variation(s) requested (attach separate sheet providing additional details): Winnetka Public School District 36 requests two variances: to increase the total impermeable surface on the lot in order to install rubberized play surfacing under a renovated play area on campus and the installation of play equipment within a side-yard setback.

Property Owner Signature: 

Date: 02/10/2022

Standards for Granting Zoning Variation – Hubbard Woods School

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

Hubbard Woods School seeks approval of two variances: to exceed the allowed impermeable surface on the lot and the installation of play equipment structures within the side yard setback. If granted, this variance will allow the installation of rubberized safety surface in their existing playground in lieu of wood chips. The new surface will provide an accessible route for students with mobility issues or other physical challenges. As Hubbard Woods School provides an inclusive environment that serves students of all capabilities, it is imperative to the educational process that every student can access the play equipment on site.

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

Hubbard Woods School occupies a parcel that, though limited in size, must accommodate the multitude of everyday activities associated with the educational process of students of all abilities.

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

The proposed, renovated Hubbard Woods School playground is being installed in the same location as the existing play area. This playground has been sensitively designed to respect the immediate neighbors. Equipment was placed with the intention to observe the privacy of adjacent backyards and additional landscaping has been included to provide a visual buffer. This placement has triggered the need to request the variance for encroachment of the side yard setback. The character of the locality will not be altered if we are granted this variation.

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

Nothing within the scope of the proposed work will impair the supply of light and air to adjacent properties.

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

Nothing within the scope of the proposed work will increase the hazard from fire or other damages to the property.

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

Winnetka's remarkable Public Schools have a positive effect on property values throughout the Village. The objective in upgrading the playgrounds is to maintain District 36's standards of excellence in inclusive education.

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

The installation of the new playground equipment will in no way increase the congestion in the Public Streets around Hubbard Woods School. The pedestrian and vehicular traffic will remain unchanged by the replacement of the play equipment. Furthermore, the District will use good judgment and decision making as to when the equipment will be installed, ensuring, to the best of our ability, that traffic and sidewalks will not be obstructed for users.

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

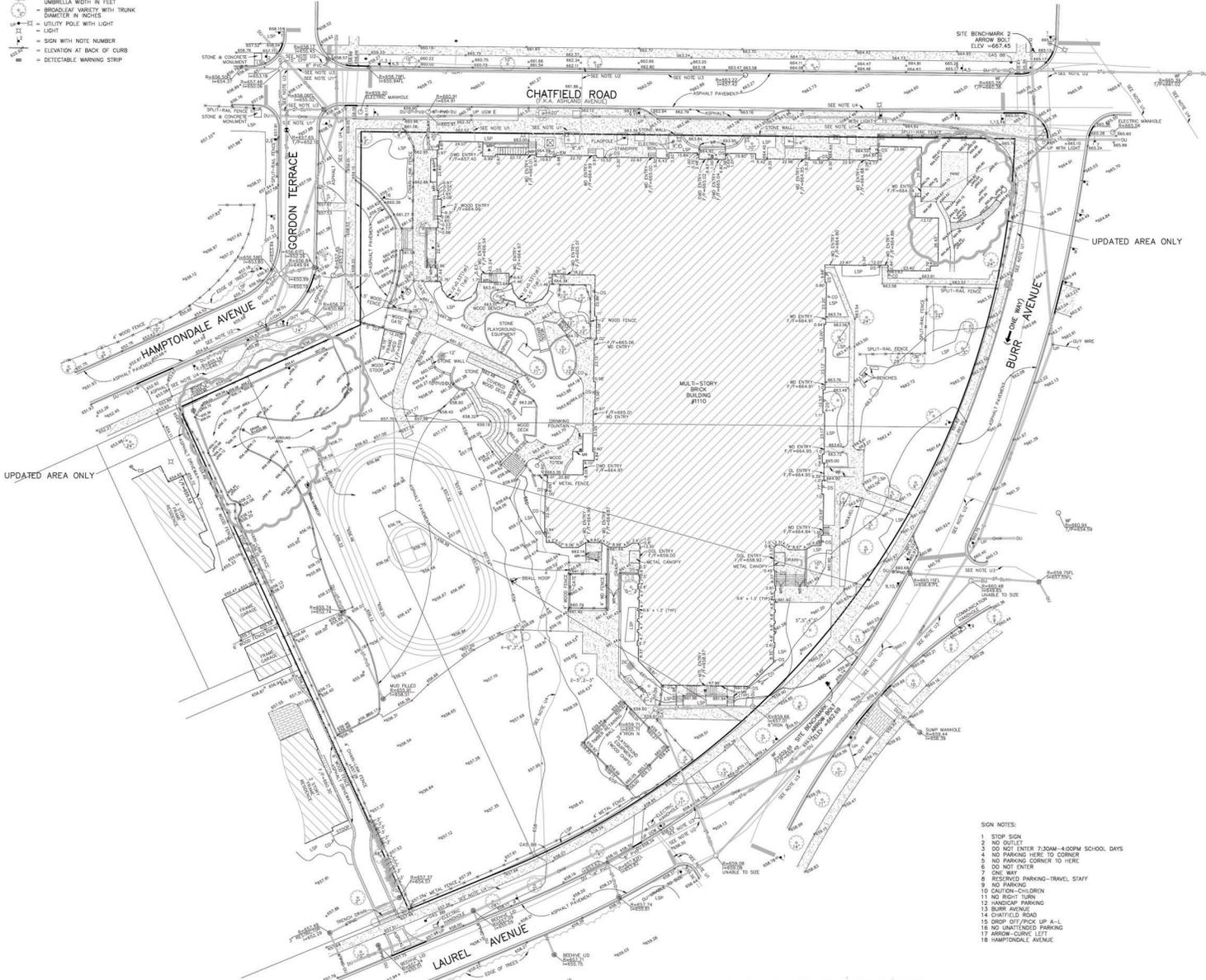
The renovation of the existing play area will provide a safe, inclusive play experience for all Hubbard Woods' students, improving the public health, safety, comfort, morals and welfare of the Village's youngest residents. The current plan meets all safety regulations and will be installed in accordance with all building permit requirements.

- LEGEND**
- ACU = AIR CONDITIONER UNIT
 - BL = BUILDING LINE
 - BSL = BUILDING SETBACK LINE
 - CL = CENTER LINE
 - CLF = CHAIN-LINK FENCE
 - CMF = CORRUGATED METAL PIPE
 - CONC = CONCRETE
 - CONC WEL = CONCRETE WINDOW WELL
 - DISC = DISPERSED CURB
 - DR = DRAINAGE EASIMENT
 - DU = DESTINATION UNKNOWN
 - ELC = ELECTRIC
 - EM = ELECTRIC METER
 - ESW = EASEMENT FOR SEWER AND WATER
 - FL = FLOOR FINISH
 - FF = FINISHED FLOOR
 - GA = GAS METER
 - IP = IRON PIPE
 - IRON ROD = IRON ROD
 - JAN = JANITORY AREA
 - MA = MAILED
 - MB = METAL MANHOLE
 - MB = NORTH
 - MSW = OVERHEAD WIRE
 - PCED = CABLE PEDISTAL
 - PE = TELEPHONE PEDISTAL
 - PG = PUBLIC UTILITY EASEMENT
 - PG = POLYETHYLENE GLYCOL
 - REC = RECORD
 - REIN = REINFORCED CONCRETE PIPE
 - SE = SEWER
 - SP = STORM
 - TOP OF PIPE = TOP OF PIPE
 - UL = UTILITY EASEMENT
 - UN = UNDERGROUND WIRE
 - UT = UTILITY POLE
 - WOOD FENCE = WOOD FENCE
 - WOOD FINE = WINDOW WELL
 - WM = MANHOLE
 - WM = ROUND OPEN GRATE MANHOLE
 - WM = VALVE WELLS
 - WM = SQUARE OPEN GRATE MANHOLE
 - WM = FIRE HYDRANT
 - WM = B-BOX
 - WM = CLEAN-OUT
 - WM = BRICK
 - WM = CONCRETE
 - WM = CONCRETE CURB
 - WM = BUSH
 - WM = EVERGREEN VARIETY WITH UMBRELLA WIDTH IN FEET
 - WM = BROADLEAF VARIETY WITH TRUNK DIAMETER IN INCHES
 - WM = UTILITY POLE WITH LIGHT
 - WM = LIGHT
 - WM = SIGN WITH NOTE NUMBER
 - WM = ELEVATION AT BACK OF CURB
 - WM = DETECTABLE WARNING STRIP

TFW SURVEYING & MAPPING, INC.
 LAND SURVEYING & MAPPING PROFESSIONAL LAND SURVEYOR
 888 EAST BENTLEY ROAD SUITE 413 GRAYSTONE, ALPHONSE, MISSOURI 64724-5466 MO
 816-234-6600 FAX 816-234-6607
 www.tfwsurveying.com

OPOGRAPH C MAP
 AR
HUBBARD WOODS SCHOOL
 W A

ADDRESS: 1100 CHATFIELD ROAD
 WINNEKA, MISSOURI 65093
 P.O. BOX 17-307-024



UPDATED AREA ONLY

UPDATED AREA ONLY

- SIGN NOTES:**
- 1 STOP SIGN
 - 2 NO OUTLET
 - 3 DO NOT ENTER 2:30AM-4:00PM SCHOOL DAYS
 - 4 NO PARKING HERE TO CORNER
 - 5 NO PARKING CORNER TO HERE
 - 6 DO NOT ENTER
 - 7 ONE WAY
 - 8 RESERVED PARKING - TRAVEL STAFF
 - 9 NO PARKING
 - 10 CAUTION - CHILDREN
 - 11 NO SHOULDER PARKING
 - 12 GRASSY PARKING
 - 13 BURR AVENUE
 - 14 CHATFIELD ROAD
 - 15 NO UNLIMITED PARKING
 - 16 DROP OFF/PICK UP A-L
 - 17 ARROW - CURVE LEFT
 - 18 HAMPTONDALE AVENUE

A JULIUS LOCUS FOR THIS SITE WAS REQUESTED AND ASSIGNED DGS #A00271608 REV 05A AND #0271639 REV 01A. UNDERGROUND UTILITIES WITH THE EXCEPTED MANHOLE, STORM SANITARY DRAINAGE, AND MAINLINE HAVE BEEN MARKED BY JULIUS REPRESENTATIVES. SAID MARKINGS WERE FIELD LOCATED AND THIS PLAT/MAP INTENDS TO SHOW ONLY THOSE UNDERGROUND UTILITIES THAT DO NOT FALL WITHIN THE JURISDICTION OF JULIUS OR UTILITIES THAT WERE NOT MARKED PRIOR TO DATE OF FIELD SURVEY. CALL JULIUS, 1-800-892-0123 PRIOR TO DIGGING OR FOR ADDITIONAL INFORMATION.

NOTE: UTILITY INFORMATION SHOWN IS BASED ONLY ON VISIBLE SURFACE EVIDENCE AND INFORMATION SUPPLIED BY OTHERS.

CONCAT NORTH SHORE GAS COMPANY
 WIDE OPEN WEST REPORTS - PHONE MESSAGE - "CLEAR"
 VISC LOCATING SERVICES
 VISC LOCATING SERVICES

NOTE: UTILITY INFORMATION SHOWN IS BASED ONLY ON VISIBLE SURFACE EVIDENCE AND INFORMATION SUPPLIED BY OTHERS.

NOTE: UTILITY INFORMATION SHOWN IS BASED ONLY ON VISIBLE SURFACE EVIDENCE AND INFORMATION SUPPLIED BY OTHERS.

NOTE U1: RED PAINT MARKS HAVE BEEN CONNECTED. NO LINES WERE EXPOSED AT TIME OF FIELD INSPECTION. LINES SHOWN ARE POINT TO POINT CONNECTION OF PAINT MARKS ONLY.

NOTE U2: BLUE PAINT MARKS HAVE BEEN CONNECTED. NO LINES WERE EXPOSED AT TIME OF FIELD INSPECTION. LINES SHOWN ARE POINT TO POINT CONNECTION OF PAINT MARKS ONLY.

NOTE U3: GREEN PAINT MARKS HAVE BEEN CONNECTED. NO LINES WERE EXPOSED AT TIME OF FIELD INSPECTION. LINES SHOWN ARE POINT TO POINT CONNECTION OF PAINT MARKS ONLY.

NOTE U4: YELLOW PAINT MARKS HAVE BEEN CONNECTED. NO LINES WERE EXPOSED AT TIME OF FIELD INSPECTION. LINES SHOWN ARE POINT TO POINT CONNECTION OF PAINT MARKS ONLY.

NOTE U5: ORANGE PAINT MARKS HAVE BEEN CONNECTED. NO LINES WERE EXPOSED AT TIME OF FIELD INSPECTION. LINES SHOWN ARE POINT TO POINT CONNECTION OF PAINT MARKS ONLY.

NO DIMENSIONS TO BE ASSUMED FROM SCALING

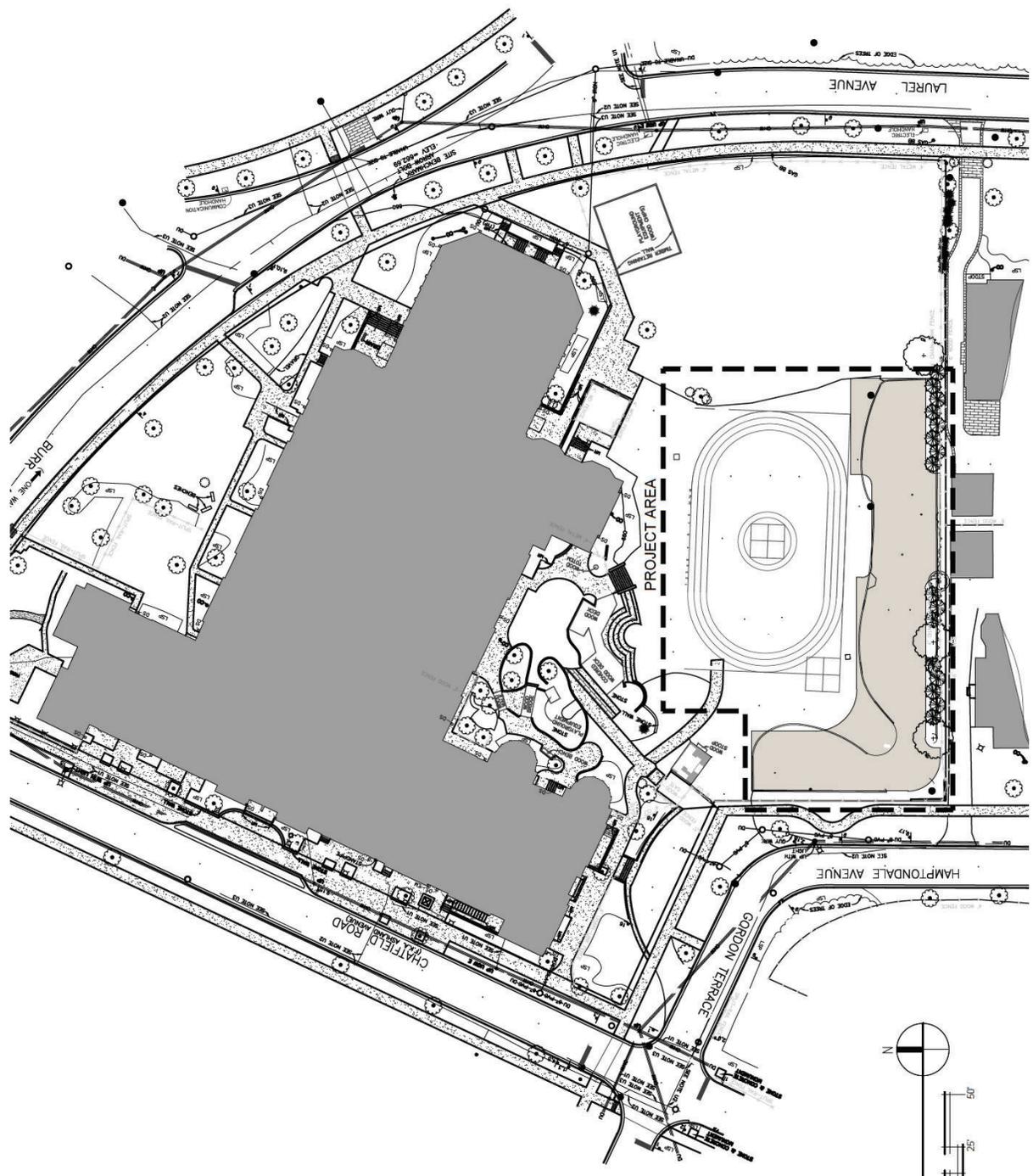
EASEMENTS AND BUILDING LINES AS SHOWN HEREON (FOR THE VACATION OF THE SAME) ARE DERIVED FROM RECORD PLATS OF SUBDIVISION AND OTHER PUBLIC DOCUMENTS MADE AVAILABLE TO THIS SURVEYOR. ADDITIONAL EASEMENTS, BUILDING SETBACKS AND OTHER RESTRICTIONS MAY EXIST OVER THE SUBJECT PROPERTY AND SHOULD BE IDENTIFIED BY A TITLE SEARCH. ZONING DISTRICT HAS NOT BEEN DETERMINED. FOR CURRENT ZONING RESTRICTIONS CONTACT LOCAL MUNICIPALITY.

COMPARE YOUR LEGAL DESCRIPTION AND BOUNDARY MONUMENTATION WITH THIS PLAT AND AT ONCE REPORT ANY DISCREPANCIES WHICH YOU MAY FIND.

NOTE: TFW SURVEYING & MAPPING, INC. HAS BEEN COMMISSIONED TO PERFORM A BOUNDARY SURVEY OF ONLY THAT REAL ESTATE AS LEGALLY DESCRIBED ABOVE. ALL DATA AS SHOWN HEREON, BUT LYING BEYOND THE BOUNDARY LINES AS LEGALLY DESCRIBED ABOVE, INCLUDING BUT NOT LIMITED TO LOT LINES, EASEMENTS AND SETBACKS ARE NOT A PART OF THIS SURVEY AND ARE SHOWN FOR INFORMATIONAL PURPOSES ONLY. THIS SURVEY DOES NOT INTEND TO VERIFY OR SUBSTANTIATE EXISTING OR BUILDING LINES OR THE LOCATION OF SAME ON ADJOINING PROPERTIES (UNLESS OTHERWISE SPECIFICALLY REFERENCED IN A TITLE COMMITMENT AS BEING SUPERIOR) TO OR AN ENCUMBRANCE ON THE PROPERTY AS LEGALLY DESCRIBED ABOVE. REFER TO A PLAT OF SURVEY BY OTHERS AND / OR SEE PUBLIC RECORD DOCUMENTS FOR COMPLETE DETAILS PERTINENT TO ALL ADJOINING PROPERTIES.

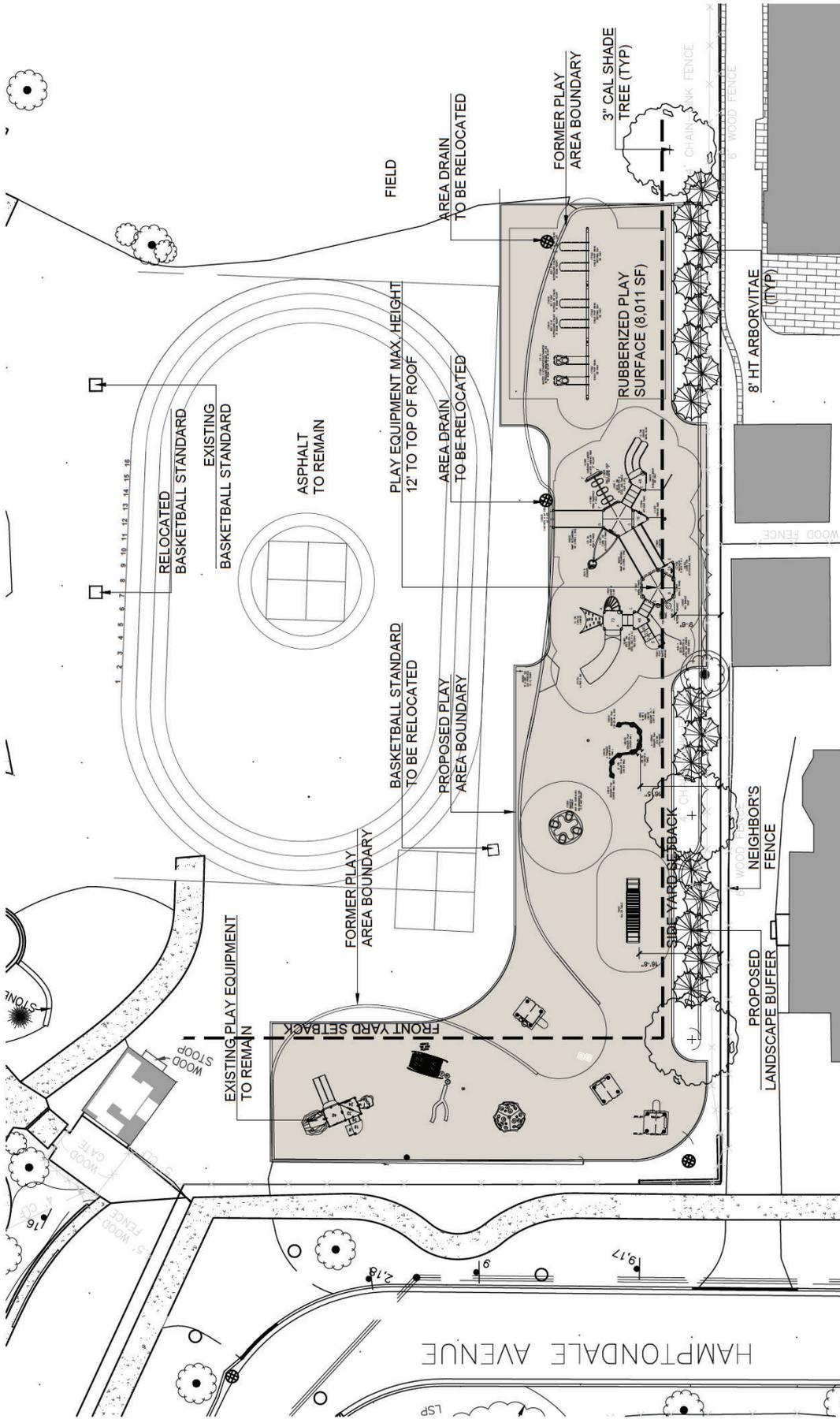
THE INTENT OF THIS SURVEY IS TO SHOW AT OR ABOVE GRADE IMPROVEMENTS ONLY. IT IS POSSIBLE THAT BELOW GRADE IMPROVEMENTS EXIST THAT THIS SURVEY IS NOT AWARE OF. IN SOME INSTANCES THIRD PARTY UTILITY LOCATING SERVICES HAVE PLACED WINNERS MARKERS AT GRADE TO INDICATE SOME BELOW GRADE IMPROVEMENTS OR UTILITIES. IF MARKED IN FIELD, SAID WINNERS MARKS HAVE BEEN LOCATED AND ARE SHOWN AS DASHED. ADDITIONAL BELOW GRADE IMPROVEMENTS OR UTILITIES MAY ALSO EXIST THAT WERE NOT MARKED BY THIRD PARTY UTILITY LOCATING SERVICES FOR THE BENEFIT OF THIS SURVEY.

NOTE:
 TFW HAS UPDATED THE TWO AREAS SHOWN CLOUDED. FIELD WORK WAS PERFORMED ON OCTOBER 13, 2021. ALL OTHER LOCATIONS AND ELEVATIONS ARE PER TFW SURVEYING & MAPPING, INC. ORDER NO. 161251, DATED NOVEMBER 26, 2016.



PROJECT LOCATION PLAN
SCALE: 1" = 20'-0"

SCHOOL DISTRICT 36 - HUBBARD WOODS SCHOOL
PLAY AREA IMPROVEMENTS
WINNETKA, ILLINOIS



SITE PLAN
SCALE: 1" = 20'-0"



Kathryn Talry
landscape architecture

Winnetka, Illinois 60093
847.672.5154
www.katryntalry.com

SCHOOL DISTRICT 36 - HUBBARD WOODS SCHOOL

PLAY AREA IMPROVEMENTS

WINNETKA, ILLINOIS

DATE: 02-28-22



SITE PHOTOS
EXISTING EQUIPMENT TO BE REPLACED



SITE PHOTOS
EXISTING EQUIPMENT TO BE REMAIN



SITE PHOTOS
SITE CONDITIONS

PLAY AREA IMPROVEMENTS
WINNETKA, ILLINOIS

SCHOOL DISTRICT 36 - HUBBARD WOODS SCHOOL

ZBA Agenda Packet - Hubbard Woods - Page 20 of 54
DATE: 01-26-22

Kathryn Talty
landscape architecture

Winnetka, Illinois 60093
www.ktalydesign.com



Box 2121
 La Grange, IL 60525
 708-579-9055
 708-579-0109 (fax)
 1-800-526-6197

February 9, 2022

**HUBBARD WOODS SCHOOL
 WINNETKA, IL
 OPTION 1 - REVISED
 PLAYBOOSTER COMPONENT SYSTEM**

<u>QTY.</u>	<u>NO.</u>	<u>DESCRIPTION</u>
5-12 Year Olds Play Equipment		
1	120325A	Ramp Berm Exit Plate Concrete Wall
2	156232A	Ramp w/Guardrails w/Curbs Meets ASTM
1	176081A	Canyon Climber
1	150975A	Cascade Climber 48"Dk DB Only
1	143199A	Conical Climber 72"Dk DB
1	152907B	Deck Link w/Barriers Steel end panels 2 Steps
1	152907C	Deck Link w/Barriers Steel end panels 3 Steps
1	152907D	Deck Link w/Barriers Steel end panels 4 Steps
1	156915A	Pod Climber 16"Dk DB Right Mounted Handhold
1	176079A	Sunbeam Climber
1	152911C	Curved Transfer Module Right 48"Dk DB
2	178710A	Hexagon Tenderdeck
1	121948A	Kick Plate 8"Rise
1	111228A	Square Tenderdeck
3	111231A	Triangular Tenderdeck
1	119646A	Tri-Deck Extension
2	191031A	Accessible Panel Curb
1	123844A	Braille Panel Above Deck
1	127953B	Handhold Panel
1	127953A	Handhold Panel Set
1	173567A	Marble Panel Above Deck
2	127439A	Navigator Reach Panel Above Deck
1	173564A	Optigear Panel Above Deck
1	201545A	Blender Spinner DB
1	111357B	Turning Bar Alum DB
1	141887A	Access/Landing Assembly Seat Barrier Left 8"Dk
1	119805A	Single Beam Loop Horiz Ladder 84"
4	111404E	116"Alum Post DB
4	111404D	124"Alum Post DB
2	111404C	132"Alum Post DB
2	111404O	132"Steel Post DB 42" BURY
6	111403F	142"Alum Post For Roof DB
4	111404A	148"Alum Post DB
2	111404J	76"Alum Post DB
4	111404H	92"Alum Post DB

Hubbard Woods School - Option 1 Revised

- 1 130567A Hex Shingle Roof
- 1 271761A Alpine Slide 72" Deck DB
- 1 130798A Double Swirl Slide 48"Dk DB
- 1 182503C Welcome Sign (LSI Provided) Ages 5-12 years DB

ALSO:

- 1 173591A OmniSpin Spinner Surface Mount
- 1 176457A Roller Table DB

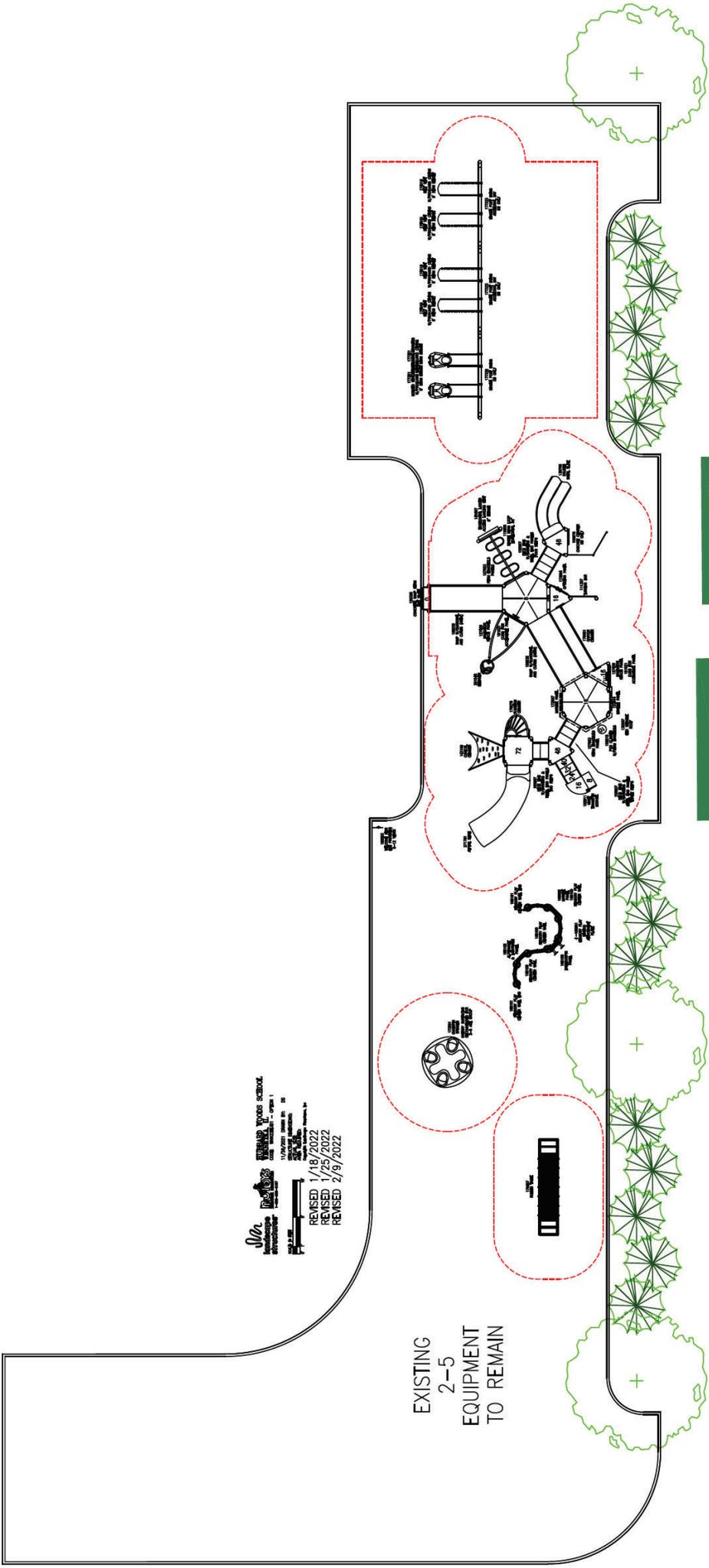
3-Panel Sensory Wall

- 1 168102A Alphamaze and Labyrinth Panel
- 1 168108A Kaleidospin Panel
- 1 168662A Marble Panel
- 3 168100A Sensory Play Center Wall DB
- 2 168101A Sensory Play Center Wall End DB
- 4 168661A Sensory Play Station Plate

**New 6-Place Single Post Swing Set
5 Belt Seats and 1 ADA**

- 4 174018A Belt Seat Proguard Chains 8' Beam
- 2 177351A Molded Bucket Seat (5-12 yrs) w/Harness Proguard
Chains 8' Beam
- 1 177332A Single Post Swing Frame 8' Beam
- 2 177333A Single Post Swing Frame Addtl Bay 8' Beam

****Note: Due to the volatile cost of raw materials, supply chain and labor shortages, prices and lead times can change without notice. Unfortunately, we cannot guarantee or hold prices quoted at this time.**




HUBBARD WOODS SCHOOL
 11000 WOODBURN AVENUE
 CHICAGO, ILLINOIS 60642
 TEL: 773.487.1000
 FAX: 773.487.1001
 WWW.HUBBARDWOODS.SCHOOL.US

REVISIONS
 NO. DATE DESCRIPTION
 1 1/18/2022
 2 1/25/2022
 3 2/9/2022

EXISTING
 2-5
 EQUIPMENT
 TO REMAIN



HUBBARD WOODS
ELEMENTARY SCHOOL
WNN22HUB1-2-1 • 02.09.2022



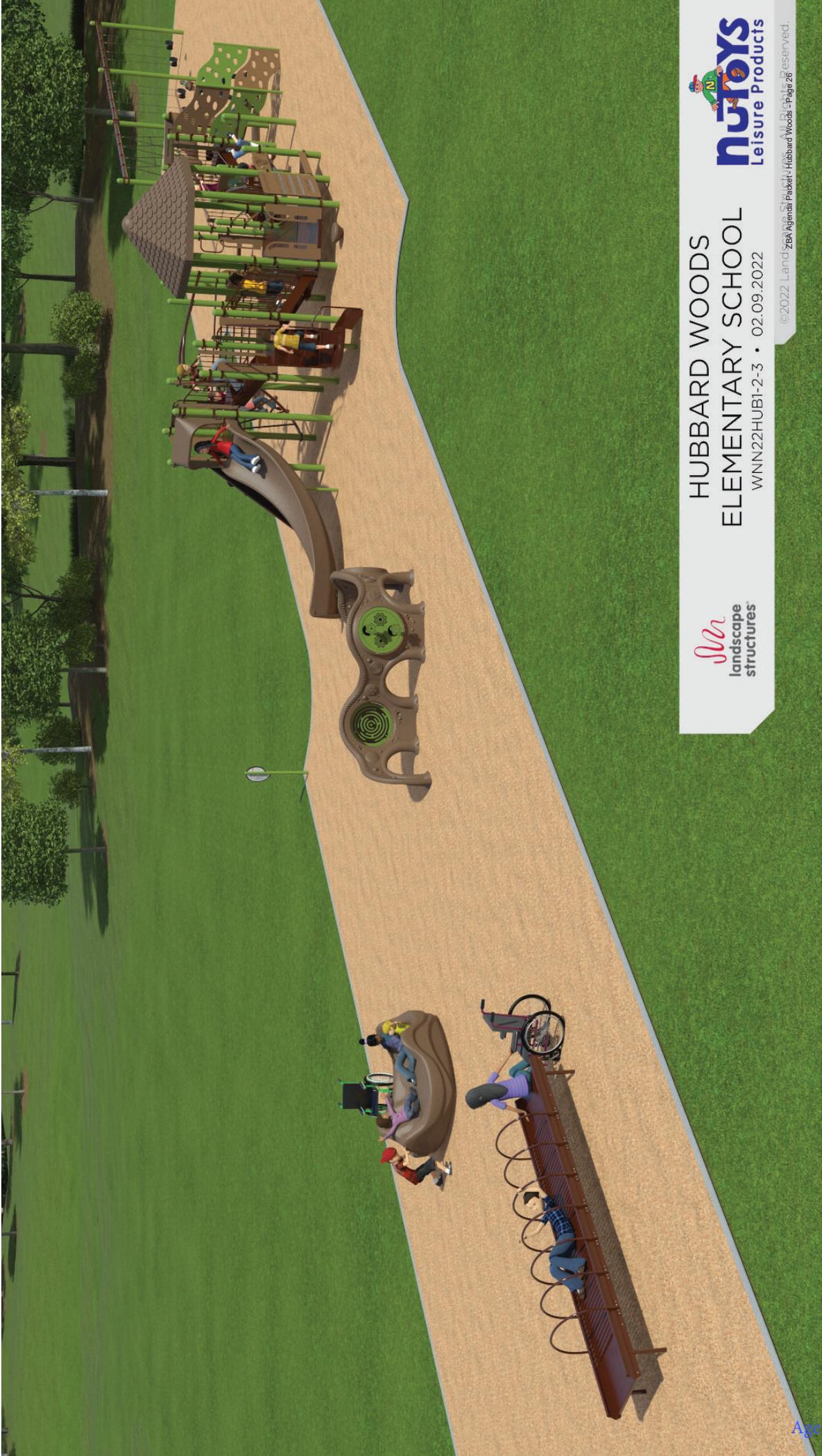
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1/15/90

AN ORDINANCE GRANTING A SPECIAL USE PERMIT
UNDER AND VARIATIONS IN THE
APPLICATION OF THE ZONING ORDINANCE
OF THE VILLAGE OF WINNETKA,
COOK COUNTY, ILLINOIS

WHEREAS there has been presented to the Council of the Village of Winnetka, Cook County, Illinois, the request of the owner of the following described real estate:

Lots 1, 2, 3, 4, 5, 12 and that portion Lot 11 described as follows: being East of a straight line produced which intersects the East line of the Northwest Quarter of said Southwest Quarter of said Section 17 at a point 678 feet South of the North line of said Northwest Quarter at an angle with said East line of said Northwest Quarter of 24 degrees and 56 minutes to the Northwest from said East line of said Northwest Quarter all situated in Block 8 of County Clerk's Subdivision of the Southwest Quarter of Section 17, Township 42 North, Range 13, East of the Third Principal Meridian, all in the Village of Winnetka, Cook County, Illinois,

commonly known as Hubbard Woods School, 1110 Chatfield Road, and located in the "A-5" (One-Fourth Acre) Single-Family Residential District provided in the Zoning Ordinance of said Village, for a special use permit covering the expansion of the existing special use and variations under the provisions of the Zoning Ordinance reducing the required set-back of 30 feet from Laurel and Burr Avenues to 12 feet for the distance of the addition, permitting an increase in structural lot coverage from 25% (existing coverage is 32.7%) to 37%, an increase in impermeable surfaces from 50% (existing coverage is 64.3%) to 66%, and an increase in floor area ratio from 33.8% to 39.5%, to permit the construction of an addition to the existing school building in accordance with the plans accompanying the application for special use permit and variations;

WHEREAS there are practical difficulties and particular hardship in the way of carrying out the strict letter of said Zoning Ordinance with respect to said premises in that constructing the addition in a conforming location would substantially diminish and disrupt the existing central playground or require closing Burr Avenue, and performing the construction to the



south of the existing building is the most efficient and least disruptive location for the school and the neighborhood;

WHEREAS said proposed addition will not impair an adequate supply of light and air to adjacent property; will not increase the hazard from fire and other dangers to said property; will not diminish the taxable value of land and buildings throughout said Village; will not increase congestion on the public streets; and will not otherwise impair the public health, safety, comfort, morals and welfare of the inhabitants of said Village; and

WHEREAS the Board of Appeals of the Village has conducted a public hearing on said requested variations, on due notice thereof, and has reported to the Council recommending unanimously that the requested special use permit and variations be granted;

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

SECTION 1. That a special use permit under Sections 5a and 13 and variations from the set-back, lot coverage and floor area ratio requirements of Section 5a of the Zoning Ordinance, adopted by the Council of the Village of Winnetka, Cook County, Illinois and now in effect, are granted with respect to the above-described real estate, which is located in the "A-5" (One-Fourth Acre) Single-Family Residential District provided in said Zoning Ordinance and is commonly known as Hubbard Woods School, 1110 Chatfield Road, reducing the required set-back of 30 feet from Laurel and Burr Avenues to 12 feet for the distance of the addition, permitting an increase in structural lot coverage from 25% (existing coverage is 32.7%) to 37%, an increase in impermeable surfaces from 50% (existing coverage is 64.3%) to 66%, and an increase in floor area ratio from 33.8% to 39.5%, to permit the construction of an addition to the existing school building in accordance with the plans accompanying the application for special use permit and variations.



SECTION 2. That this ordinance shall be in full force and effect from and after its passage, approval and posting.

Signed:

[Redacted Signature]

President of the
Village of Winnetka

Countersigned:

[Redacted Signature]

Village Clerk

Read, ordered engrossed and posted January 16, 1990

Posted January 17, 1990

Passed and approved February 6, 1990

Posted February 7, 1990

**AN ORDINANCE GRANTING VARIATIONS AND A
SPECIAL USE PERMIT FOR THE HUBBARD WOODS SCHOOL**

WHEREAS, the Board of Education of Winnetka Elementary School District No. 36 is the beneficial owner of the following described real estate (the "Subject Property"):

Plat of Survey of those parts of Block 8 in County Clerk's Division according to the plat thereof recorded as Document No.178081 filed April 27, 1978, in the south west 1/4 of Section 17, Township 42 North, Range 13 east of the 3rd Principal Meridian, Village of Winnetka, Cook County, Illinois described as follows: Lots 1, 2, 3, 4, 5 and 12 in said Block 8 in County Clerk's Division and that part of Lot 11 in said Block 8 in County Clerk's Division lying easterly of a line forming an angle of 24 degrees 56 minutes to the left at the point of intersection with the east line of the north west 1/4 of said south west 1/4 of Section 17, 678.00 feet south of the north east corner of said north west 1/4 of the south west 1/4 of Section 17;

which is commonly known as 1110 Chatfield Road, Winnetka, Illinois, and which is located in the "A-5" (One-Fourth Acre) Single-Family Residential District provided in Section 22.05A of the Winnetka Zoning Ordinance, Chapter 22 of the Winnetka Village Code; and,

WHEREAS, the Board of Education of Winnetka Elementary School District No. 36 is a body corporate and politic of the State of Illinois and operates a public school known as the Hubbard Woods School on the Subject Property, which is improved with the Hubbard Woods School building; and

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

WHEREAS, the Hubbard Woods School has been in continuous operation as a public school since it was constructed on the Subject Property in 1911; and

WHEREAS, the Board of Education of Winnetka Elementary School District No. 36 has filed applications for a special use permit under Section 22.05A(b)2b of the Winnetka Zoning Ordinance, and for variations from the maximum building size of 27,269.60 square feet of gross floor area permitted by Section 22.05A(g) of the Winnetka Zoning Ordinance and from the maximum roofed lot coverage of 31,818.25 square feet permitted by Section 22.05A(f) of the Winnetka Zoning Ordinance, to permit the placement of a 24-foot by 44-foot mobile classroom structure and to provide a 34-foot by 31-foot playground area for a climbing apparatus, in accordance with the plans accompanying the applications for special use permit and variations, thereby increasing the maximum building size to 47,601.29 square feet, which represents a 20,331.69 square foot (74.56%) total increase over the maximum permitted gross floor area, and increasing the maximum roofed lot coverage to 44,382.57 square feet, which represents a 12,564.32 square foot (39.48%) increase over the maximum permitted roofed lot coverage; and

WHEREAS, on August 15, 1996, the Design Review Board considered the proposed improvements and have provided comments to the Zoning Board of Appeals and the Village Council that the color of the temporary classroom should be lighter and that landscaping should be included in the plan; and

WHEREAS, the Board of Education modified the color and landscaping for the proposed improvements pursuant to the recommendations of the Design Review Board, which considered the modifications on September 25, 1996, and determined that a certificate of appropriateness would issue; and

WHEREAS, pursuant to due notice thereof, the Plan Commission and Zoning Board of Appeals met in joint session on September 18, 1996, to hold a public hearing and consider the proposed improvements at the Hubbard Woods School; and

WHEREAS, by the unanimous vote of the either members present at the September 18, 1996, meeting, the Plan Commission found the proposal to be consistent with the Village of Winnetka Comprehensive Plan, but recommended that the proposed use be limited to five years; and

WHEREAS, by the unanimous vote of the six members present at the September 18, 1996, meeting and hearing, the Zoning Board of Appeals recommended that the requested variations be granted, and further recommended that the special use permit be granted, subject to the Council's granting the requested variations and with the stipulations that the use of the temporary classrooms be limited to five years and that the playground equipment be permanently permitted; and

WHEREAS, the temporary classroom structure is necessary for the Board of Education to accommodate an increased enrollment in the least disruptive manner so as to meet the Board of Education's

educational objectives and provide educational programs at the Hubbard Woods School; and

WHEREAS, the Board of Education has established that the additional playground equipment is a necessary and reasonable accessory to its educational programs; and

WHEREAS, the plight of the Board of Education is unique in that it is required by law to provide public education programs within the Village and it must accommodate increased enrollments at the Hubbard Wood School location; and

WHEREAS, the variations, if granted, will not alter the essential character of the locality, in that the Hubbard Woods School is an established use in the neighborhood and the only concerns expressed by the public pertained to the length of time the temporary classroom would be in place, which is unrelated to the building size and lot coverage variations being requested; and

WHEREAS, an adequate supply of light and air to adjacent property will not be impaired, because the temporary classroom will be located within the front building line of the existing building and the west side yard setback will be 89 feet; and

WHEREAS, the hazard from fire and other damages to the property will not be increased, since the temporary classroom will be constructed in accordance with all applicable building codes, including those applicable to the construction of educational facilities, making it no more hazardous than any other construction built according to those codes; and

WHEREAS, the taxable value of land and buildings throughout the Village will not diminish because the temporary classroom structure will accommodate short term population growth and the climbing equipment will be a permanent improvement to the Hubbard Woods School property; and

WHEREAS, the temporary classroom and the climbing equipment will not increase congestion in the public streets; and

WHEREAS, the proposed temporary classroom and climbing equipment will not be detrimental to or endanger the public health, safety, comfort, morals and welfare of the inhabitants of the Village, because the Hubbard Woods School is an established use and the temporary placement of a classroom will enable the Board of Education to accommodate a temporary increase in student enrollment and to fulfill its statutorily mandated mission; and

WHEREAS, the proposed special use will not be substantially injurious to the use and enjoyment of other property in the immediate vicinity, as the west side yard along side the temporary structure will substantially exceed the minimum required side yard and the temporary classroom will be located within the front building line of the existing school building; and

WHEREAS, the Hubbard Woods School is an established element of the residential area in which it is located and will not impede the orderly development or improvement of other property in the immediate vicinity; and

WHEREAS, adequate parking facilities, utilities, access roads, drainage and other facilities necessary for the operation of the special use exist or will be provided; and

WHEREAS, the special use, when constructed in accordance with the terms and conditions of this ordinance, will conform to the applicable regulations of the Zoning Ordinance and the Winnetka Village Code;

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

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

SECTION 2: That variations are hereby granted with respect to the Subject Property, which is located in the "A-5" (One-Fourth) Acre Single-Family Residential Zoning District, and which is commonly known as Hubbard Woods School, 1110 Chatfield Road, as follows: (a) a variation of 20,331.69 square feet (74.56%) from the maximum building size of 27,269.60 square feet of gross floor area permitted by Section 22.05A(g) of the Winnetka Zoning Ordinance, resulting in a maximum building size of 47,601.29 square feet; and (b) a variation of 12,564.32 square feet (39.48%) from the maximum roofed lot coverage of 31,818.25 square feet permitted by Section 22.05A(f) of the Winnetka Zoning Ordinance, resulting in a maximum roofed lot coverage of 44,382.57 square feet; said variations being granted to permit the placement of a 24-foot by 44-foot mobile classroom structure and to provide a 34-foot by 31-foot playground area for a climbing apparatus, in accordance with the plans

submitted with the applications for variations and a special use permit, subject to the conditions and limitations hereinafter set forth.

SECTION 3: That a special use permit under Section 22.05A(b)2b of the Winnetka Zoning Ordinance is hereby granted with respect to the Subject Property, which is located in the "A-5" (One-Fourth Acre) Single-Family Residential district, and which is commonly known as Hubbard Woods School, 1110 Chatfield Road, to allow expansion of the existing school facility by the addition of a mobile classroom unit and the addition of a playground area with a permanent climbing apparatus, in accordance with the plans submitted with the application for variations and a special use permit, subject to the conditions and limitations hereinafter set forth.

SECTION 4: That the variations and special use permit hereby granted are conditioned upon the commencement of the proposed construction within twelve (12) months after the effective date of this ordinance.

SECTION 5: That, insofar as they pertain to the mobile classroom unit, the variations and special use permit hereby granted are limited to a period of five years from the date of occupancy of said mobile classroom unit.

SECTION 6: That this Ordinance shall be in full force and effect from and after its passage, approval, and posting.

Passed and approved this 8 day of October, 1996.

AYES: Trustees Meuer, Lanphier, Hilton, Duhl and Holland

NAYS: None

ABSENT: Trustee Derning

Signed:


Village President

Countersigned:


Village Clerk

Read, Ordered Engrossed and Posted October 1, 1996

Posted October 2, 1996

Passed and Approved October 8, 1996

Posted October 9, 1996

F:\RMCJ\WINN\ORDRES\M-472.96

**AN ORDINANCE GRANTING A VARIATION IN THE
APPLICATION OF THE ZONING ORDINANCE OF THE
VILLAGE OF WINNETKA (HUBBARD WOODS SCHOOL)**

WHEREAS, the Board of Education of Winnetka Elementary School District No. 36 is the beneficial owner of the following described real estate (the "Subject Property"):

Plat of Survey of those parts of Block 8 in County Clerk's Division according to the plat thereof recorded as Document No.178081 filed April 27, 1978, in the south west 1/4 of Section 17, Township 42 North, Range 13 east of the 3rd Principal Meridian, Village of Winnetka, Cook County, Illinois described as follows: Lots 1, 2, 3, 4, 5 and 12 in said Block 8 in County Clerk's Division and that part of Lot 11 in said Block 8 in County Clerk's Division lying easterly of a line forming an angle of 24 degrees 56 minutes to the left at the point of intersection with the east line of the north west 1/4 of said south west 1/4 of Section 17, 678.00 feet south of the north east corner of said north west 1/4 of the south west 1/4 of Section 17;

which is commonly known as 1110 Chatfield Road, Winnetka, Illinois, and which is located in the "A-5" (One-Fourth Acre) Single-Family Residential District provided in Section 22.05A of the Winnetka Zoning Ordinance, Chapter 22 of the Winnetka Village Code; and,

WHEREAS, the Board of Education of Winnetka Elementary School District No. 36 is a body corporate and politic of the State of Illinois and has operated a public school known as the Hubbard Woods School on the Subject Property, since the construction of the school building in 1911; and

WHEREAS, the Winnetka Village Council has previously adopted Ordinance M-472-96, which granted variations and a special use to allow the placement of a mobile classroom structure on the Subject Property, and to provide a 34-foot by 31-foot playground area for a climbing apparatus; and

WHEREAS, after locating the mobile classroom facility, the Board of Education of Winnetka Elementary School District No. 36 determined that the play structure in the playground area should be further from the mobile unit; and

WHEREAS, the Board of Education of Winnetka Elementary School District No. 36 has filed an application for a variation in the Front Setback requirements of Section 22.05A(h) of the Winnetka Zoning Ordinance, from 30.0 feet to 18.46 feet, resulting in a variation of 11.54 feet (38.47%), to allow the previously permitted climbing apparatus to be located farther away from the mobile classroom unit; and

WHEREAS, the plight of the Board of Education is unique in that: (a) the play equipment is a necessary accessory to the principal use of the Subject Property in meeting the School District's statutory obligations; (b) strict application of the front setback requirements will reduce the amount of space in the already crowded existing play area, despite an increasing student population; and (c) acquiring adjoining properties for expansion of the site is not feasible; and

WHEREAS, the variation, if granted, will not alter the essential character of the locality, in that the Hubbard Woods School is an established use in the neighborhood and the proposed location for the equipment currently serves as a play area on the Subject Property; and

WHEREAS, an adequate supply of light and air to adjacent property will not be impaired, by the proposed variation; and

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

WHEREAS, the taxable value of land and buildings throughout the Village will not be diminished; and

WHEREAS, the climbing equipment will not increase congestion in the public streets since it will not increase the use of the school facilities; and

WHEREAS, the climbing equipment will not be detrimental to or endanger the public health, safety, comfort, morals and welfare of the inhabitants of the Village; and

WHEREAS, the requested variation is in harmony with the general purpose and intent of the Winnetka Zoning Ordinance; and

WHEREAS, pursuant to due notice thereof, the Zoning Board of Appeals held a public hearing on December 2, 1996, to consider the requested variation and, on the affirmative vote of four of the six

members then in attendance, has recommended that the requested variation be granted;

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

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

SECTION 2: That a variation from the front yard set back requirements of Section 22.05A(h) of the Winnetka Zoning Ordinance, adopted by the Village of Winnetka, Cook County, Illinois, and now in effect, is hereby granted with respect to the Subject Property, which is located in the "A-5" (One-Fourth) Acre Single-Family Residential Zoning District, and which is commonly known as Hubbard Woods School, 1110 Chatfield Road, to reduce the front yard set back to 18.46 feet from 30.0 feet, resulting in a variation of 11.54 feet (38.47%), to permit the placement of the playground climbing apparatus partially within the required front yard, in accordance with the plans submitted with the applications for the variation.

SECTION 3: That the variation hereby granted is conditioned upon the commencement of the proposed construction within twelve (12) months after the effective date of this ordinance.

SECTION 4: That, except as specifically provided herein, the variations and special use permit granted pursuant to ordinance

**AN ORDINANCE GRANTING VARIATIONS AND A
SPECIAL USE PERMIT FOR THE HUBBARD WOODS SCHOOL**

WHEREAS, the Board of Education of Winnetka Elementary School District No. 36 is the beneficial owner of the following described real estate (the "Subject Property"):

Plat of Survey of those parts of Block 8 in County Clerk's Division according to the plat thereof recorded as Document No.178081 filed April 27, 1878, in the south west 1/4 of Section 17, Township 42 North, Range 13 East of the 3rd Principal Meridian, Village of Winnetka, Cook County, Illinois described as follows: Lots 1, 2, 3, 4, 5 and 12 in said Block 8 in County Clerk's Division and that part of Lot 11 in said Block 8 in County Clerk's Division lying easterly of a line forming an angle of 24 degrees 56 minutes to the left at the point of intersection with the east line of the north west 1/4 of said south west 1/4 of Section 17, 678.00 feet south of the north east corner of said north west 1/4 of the south west 1/4 of Section 17;

which is commonly known as 1110 Chatfield Road, Winnetka, Illinois, and which is located in the "A-5" (One-Fourth Acre) Single-Family Residential District provided in Section 22.05A of the Winnetka Zoning Ordinance, Chapter 22 of the Winnetka Village Code; and,

WHEREAS, the Board of Education of Winnetka Elementary School District No. 36 is a body corporate and politic of the State of Illinois and operates a public school known as the Hubbard Woods School on the Subject Property, which is improved with the Hubbard Woods School building; and

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

WHEREAS, the Hubbard Woods School has been in continuous operation as a public school since it was constructed on the Subject Property in 1911; and

WHEREAS, the Board of Education of Winnetka Elementary School District No. 36 (“Board of Education”) has filed applications for a special use permit under Section 22.05A(b)2b of the Winnetka Zoning Ordinance, and for variations from the maximum building size of 27,269.60 square feet of gross floor area permitted by Section 22.05A(g) of the Winnetka Zoning Ordinance and from the maximum roofed lot coverage of 31,818.25 square feet and maximum impermeable surface of 63,636.50 square feet permitted by Section 22.05A(f) of the Winnetka Zoning Ordinance, to permit the construction of three one-story additions to Hubbard Woods School, in accordance with the plans accompanying the applications for special use permit and variations, thereby increasing the maximum building size to 48,971.00 square feet, which represents a floor area ratio of .3847 and a 21,701.40 square foot (79.6%) total increase over the maximum permitted gross floor area, increasing the maximum roofed lot coverage to 46,019.57 square feet, which represents a 14,201 square foot (44.63%) increase over the maximum permitted roofed lot coverage, and increasing the total impermeable surface to 82,847.57 square feet, which represents a 19,211 square foot increase over the maximum permitted impermeable surface; and

WHEREAS, on April 16, 1998, the Design Review Board considered the proposed improvements and have unanimously determined that a certificate of appropriateness would issue for the proposed additions; and

WHEREAS, pursuant to due notice thereof, the Plan Commission and Zoning Board of Appeals met in joint session on May 18, 1998, to hold a public hearing and consider the proposed improvements at the Hubbard Woods School; and

WHEREAS, by the affirmative vote of eight of the nine members then present, the Plan Commission found the proposal to be consistent with the Village of Winnetka Comprehensive Plan, and recommended that the special use permit be granted; and

WHEREAS, by the affirmative vote of the five members then present, the Zoning Board of Appeals recommended that the requested variations be granted, and further recommended that the special use permit be granted, subject to the Council's granting the requested variations; and

WHEREAS, the building additions are necessary for the Board of Education to accommodate an increased enrollment in the least disruptive manner so as to meet the Board of Education's educational objectives and provide educational programs at the Hubbard Woods School; and

WHEREAS, the plight of the Board of Education is unique in that it is required by law to provide public education programs within the Village and it must accommodate increased enrollments at the Hubbard Woods School location; and

WHEREAS, there are practical difficulties associated with strictly applying the maximum building size and intensity of use of lot provisions of Sections 22.05A(b) and 22.05A(f) to the Subject Property, as student enrollment at Hubbard Woods School has increased and the Board of Education has determined that expanding the school as proposed is the best alternative for accommodating the increased enrollment; and

WHEREAS, the variations, if granted, will not alter the essential character of the locality, in that the Hubbard Woods School is an established use in the neighborhood and the proposed additions represent a minimal increase to the existing building, adding 637 square feet to the lot coverage and 1,302 square feet to the building area; and

WHEREAS, the Subject Property cannot yield a reasonable return if permitted to be used only under the conditions allowed by the applicable zoning regulations, as the sole purpose of the property is to provide for the education of students as required by law; and

WHEREAS, an adequate supply of light and air to adjacent property will not be impaired, as the majority of the proposed additional square footage will be located within the existing building and/or roof lines; and

WHEREAS, the hazard from fire and other damages to the property will not be increased, as the additions will be constructed in accordance with all applicable building codes, including those applicable to the construction of educational facilities, making it no more hazardous than any other construction built according to those codes; and

WHEREAS, there is no evidence that the taxable value of land and buildings throughout the Village will diminish and the proposed classroom additions are intended to benefit the school district; and

WHEREAS, the proposed additions will not increase congestion in the public streets; and

WHEREAS, the proposed classroom additions will not be detrimental to or endanger the public health, safety, comfort, morals and welfare of the inhabitants of the Village, because the Hubbard Woods School is an established use and the additional classroom space will enable the Board of Education to accommodate the increase in student enrollment and to fulfill its statutorily mandated mission; and

WHEREAS, the proposed special use will not be substantially injurious to the use and enjoyment of other property in the immediate vicinity, as the proposed additions present a relatively minor increase in the size of the school building and are concealed within the existing building footprint; and

WHEREAS, the Hubbard Woods School is an established element of the residential area in which it is located and will not impede the orderly development or improvement of other property in the immediate vicinity; and

WHEREAS, adequate parking facilities, utilities, access roads, drainage and other facilities necessary for the operation of the special use exist or will be provided; and

WHEREAS, the special use, when constructed in accordance with the terms and conditions of this ordinance, will conform to the applicable regulations of the Zoning Ordinance and the Winnetka Village Code;

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

SECTION 1: That the Village Council hereby adopts by reference the foregoing recitals as its findings as if those recitals were fully set forth herein.

SECTION 2: That variations are hereby granted with respect to the Subject Property, which is located in the "A-5" (One-Fourth) Acre Single-Family Residential Zoning District, and which is commonly known as Hubbard Woods School, 1110 Chatfield Road, as follows: (a) a variation of 21,701.4 square feet (79.6%) from the maximum building size of 27,269.60 square feet of gross floor area permitted by Section 22.05A(g) of the Winnetka Zoning Ordinance, resulting in a maximum building size of 48,971.00 square feet; and (b) a variation of 14,201 square feet (44.63%) from the maximum roofed lot coverage of 31,818.25 square feet and of 19,211 square feet from the maximum impermeable surface permitted by Section 22.05A(f) of the Winnetka Zoning Ordinance, resulting in a maximum roofed lot coverage of 46,019.57 square feet, and a total impermeable surface area of 82,847.57 square feet, said variation being granted to permit the construction of three one-story classroom additions to Hubbard Woods School in accordance with the plans dated April 9, 1998 and submitted with the applications for variations and a special use permit, subject to the conditions and limitations hereinafter set forth.

SECTION 3: That a special use permit under Section 22.05A(b)2b of the Winnetka Zoning Ordinance is hereby granted with respect to the Subject Property, which is located in the "A-5" (One-Fourth Acre) Single-Family Residential district, and which is commonly known as

Hubbard Woods School, 1110 Chatfield Road, to allow expansion of the existing school facility by the construction of three one-story classroom additions, in accordance with the plans dated April 9, 1998, and submitted with the application for variations and a special use permit, subject to the conditions and limitations hereinafter set forth.

SECTION 4: That the variations and special use permit hereby granted are conditioned upon the commencement of the proposed construction within twelve (12) months after the effective date of this ordinance.

SECTION 5: That this Ordinance shall be in full force and effect from and after its passage, approval, and posting.

Passed and approved this 16th day of June, 1998.

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

NAYS: None

ABSENT: None

Signed:


Village President

Countersigned:


Village Clerk

Introduced: June 2, 1998

Posted: June 3, 1998

Passed and Approved: June 16, 1998

Posted: June 17, 1998

ORDINANCE NO. M-578-99

AN ORDINANCE GRANTING A VARIATION IN THE APPLICATION OF THE ZONING ORDINANCE OF THE VILLAGE OF WINNETKA, COOK COUNTY, ILLINOIS FOR THE HUBBARD WOODS SCHOOL (1110 Chatfield Road)

WHEREAS, the Board of Education of Winnetka Elementary School District No. 36 is the beneficial owner of the following described real estate (the "Subject Property"):

Lots 1,2,3,4,5,12 and that portion of Lot 11 described as follows: being East of a straight line produced which intersects the East line of the Northwest Quarter (N. W. ¼) of said Southwest Quarter (S. W. ¼) of said Section Seventeen (17) at a point 678 feet South of the North line of said Northwest Quarter (N. W. ¼) at an angle with said East line of said Northwest Quarter (N. W. ¼) of 24 degree and 56 minutes to the Northwest from said East line of said Northwest Quarter (N. W. ¼), all situated in Block Eight (8) of the County Clerk's subdivision of the Southwest Quarter (S. W. ¼) of Section Seventeen (17) of Township forty-two (42) North, Range Thirteen (13) East of the Third Principal Meridian, Village of Winnetka, Cook County, Illinois.

which is commonly known as 1110 Chatfield Road, Winnetka, Illinois, and is located in the R-4 Single-Family Residential District provided in Section 22.05A of the Winnetka Zoning Ordinance, Chapter 22 of the Winnetka Village Code; and,

WHEREAS, the Board of Education of Winnetka Elementary School District No. 36 is a body corporate and politic of the State of Illinois and operates a public school known as the Hubbard Woods School on the Subject Property, which is improved with the Hubbard Woods School building and accessory structures; and

WHEREAS, public schools are permitted as special uses in the R-4 Single-Family Residential District, subject to the conditions and requirements pertaining to special uses, as set forth in Section 22.13 of the Winnetka Zoning Ordinance; and

WHEREAS, the Hubbard Woods School has been in continuous operation as a public school since it was constructed on the Subject Property in 1911; and

WHEREAS, the Board of Education of Winnetka Elementary School District No. 36 ("Board of Education") has filed an application for a variation from the front setback provision permitted by Section 22.05A(h) of the Winnetka Zoning Ordinance, to permit the replacement of existing playground equipment located in the southwest corner of the Subject Property, in accordance with the plans accompanying the application for variation, to allow a front setback of 11.0 feet along the Hamptondale Road property line, whereas a 30.0-foot setback is required, resulting in a variation of 19.0 feet (63.33%); and

WHEREAS, on March 18, 1999, the Design Review Board considered the proposed improvements and have unanimously determined that a certificate of appropriateness would issue for the proposed upgrading of the play equipment and landscaping; and

WHEREAS, pursuant to due notice thereof, the Zoning Board of Appeals held a public hearing on May 17, 1999 to consider the proposed improvements at the Hubbard Woods School and, by the unanimous vote of the four members then present, the Zoning Board of Appeals has recommended that the requested variation be granted; and

WHEREAS, the Council of the Village of Winnetka have previously considered applications for zoning relief for the Subject Property and have adopted the following ordinances: (a) Ordinance M-472-96, which granted variations and a special use to allow the placement of a mobile classroom structure on the Subject Property, and to provide a 34-foot by 31-foot playground area for a climbing apparatus; (b) Ordinance M-481-96, which granted a front yard setback variation to allow a front setback of 18.46 feet for the climbing apparatus, and (c) Ordinance M-528-98, which amended the special use and granted variations to allow the construction of three one-story additions to the school building; and

WHEREAS, the proposed replacement of the play equipment does not require an amendment to the special use permit; and

WHEREAS, the plight of the Board of Education is unique in that: (a) the play equipment is a necessary accessory to the principal use of the Subject Property in meeting the School District's statutory obligations; (b) the strict application of the front setback requirements would reduce the amount of space in the already crowded existing play area despite an increasing student populations; (c) acquiring adjoining properties for expansion of the site is not feasible; and (d) relocating the playground area to a conforming location would reduce the size of the visual buffer for the adjoining residential properties, reduce green space, impede sight lines necessary for visual supervision of playground activities, and increase the likelihood of classroom disruption due to placing the equipment closer to the school building; and

WHEREAS, the variation, if granted, will not alter the essential character of the locality, in that the Hubbard Woods School is an

established use in the neighborhood, the proposed improvements will replace play equipment currently located in the same area of the Subject Property, and will provide a landscaped buffer between the play area curb and the adjoining residential properties; and

WHEREAS, the Subject Property cannot yield a reasonable return if permitted to be used only under the conditions allowed by the applicable zoning regulations, as the sole purpose of the property is to provide for the education of students as required by law; and

WHEREAS, an adequate supply of light and air to adjacent property will not be impaired, as the tallest decks of the new equipment will be the same height as the tallest decks of the existing equipment; and

WHEREAS, the hazard from fire and other damages to the property will not be increased, because the new equipment will have no wood; and

WHEREAS, there is no evidence that the taxable value of land and buildings throughout the Village will diminish; and

WHEREAS, the proposed renovation of the playground equipment will not increase congestion in the public streets; and

WHEREAS, the proposed playground equipment will not be detrimental to or endanger the public health, safety, comfort, morals and welfare of the inhabitants of the Village, because the new equipment will provide a safer playground, which will be in full compliance with current safety standards and guidelines, will meet accessibility requirements of the Americans with Disabilities Act, will provide additional visual screening for the neighboring properties and will improve stormwater drainage.

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

SECTION 1: That the Village Council hereby adopts by reference the foregoing recitals as its findings as if those recitals were fully set forth herein.

SECTION 2: That a variation is hereby granted with respect to the Subject Property, which is located in the R-4 Single-Family Residential Zoning District, and which is commonly known as Hubbard Woods School, 1110 Chatfield Road, to allow a front setback of 11.0 feet along the Hamptondale Road property line, whereas 30.0 feet are required, resulting in a variation of 19.0 feet (63.33%), to permit the replacement of existing playground equipment located in the southwest corner of the Subject Property, in accordance with the plans submitted with the application for variation, subject to the conditions and limitations hereinafter set forth.

SECTION 3: That the variation is hereby granted conditioned upon the commencement of the proposed construction within twelve (12) months after the effective date of this ordinance.

SECTION 4: That this Ordinance shall be in full force and effect from and after its passage, approval, and posting.

ADOPTED this 15th day of June, 1999, pursuant to the following roll call vote:

AYES: Trustees Aquilino, Dering, Duhl, Lien, and Powell.

NAYS: None.

ABSENT: Trustee Hilton.

APPROVED this 15th day of June, 1999.

Signed:

ss/Louise A. Holland

Village President

Countersigned:

ss/Douglas G. Williams

Village Clerk

Introduced: June 8, 1999

Posted: June 9, 1999

Passed and Approved: June 15, 1999

ORDINANCE NO. M-18-2006

AN ORDINANCE GRANTING A VARIATION IN THE APPLICATION OF THE ZONING ORDINANCE OF THE VILLAGE OF WINNETKA COOK COUNTY, ILLINOIS (1110 Chatfield)

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

WHEREAS, pursuant to Article VII, Section 6 of the Constitution of the State of Illinois of 1970, the Village of Winnetka has the authority, except as limited by said Section 6 of Article VII, to exercise any power and perform any function pertaining to the government and affairs of the Village, including, but not limited to, the powers (i) to regulate for the protection of the public health, safety, morals and welfare, (ii) to license, (iii) to tax, and (iv) to incur debt; and

WHEREAS, the Village Council find that establishing standards for the use and development of lands and buildings within the Village and establishing and applying criteria for variations from those standards are matters pertaining to the affairs of the Village; and

WHEREAS, the Board of Education of Winnetka Elementary School District No. 36 is the beneficial owner of the following described real estate (the "Subject Property"):

Those parts of Block 8 in County Clerk's Division according to the plat thereof recorded as Document No. 178081 filed on April 27, 1878, in the south west ¼ of Section 17, Township 42 North, Range 13 East of the Third Principal Meridian, Village of Winnetka, Cook County, Illinois described as follows: Lots 1, 2, 3, 4, 5, and 12 in said Block 8 in County Clerk's Division and that part of Lot 11 in said Block 8 in County Clerk's Division lying easterly of a line forming an angle of 24 degrees 56 minutes to the left at the point of intersection with the east line of north west ¼ of said south west ¼ of Section 17, 678.00 feet south of the north east corner of said north west ¼ of the south west ¼ of Section 17,

commonly known as 1110 Chatfield, Winnetka, Illinois, and located in the R-4 Single-Family Residential Zoning District provided in Chapter 17.16 of the Winnetka Zoning Ordinance, Title 17 of the Winnetka Village Code; and

WHEREAS, the Board of Education of Winnetka Elementary School District No. 36 is a body corporate and politic of the State of Illinois and operates a public school known as the Hubbard Woods School on the Subject Property, which is improved with the Hubbard Woods School building and accessory structures; and

WHEREAS, public schools are permitted as special uses in the R-4 Single-Family Residential District, subject to the conditions and requirements pertaining to special uses, as set forth in Section 17.56 of the Winnetka Zoning Ordinance; and

WHEREAS, the Hubbard Woods School has been in continuous operation as a public school since it was constructed on the Subject Property in 1911; and

WHEREAS, the Board of Education of Winnetka Elementary School District No. 36 ("Board of Education") has filed an application seeking the following variations from the Lot, Space, Bulk and Yard Regulations for Single Family Residential Districts established by Section 17.30 of the Zoning Ordinance: (a) a variation from the intensity of use of lot provisions of Section 17.30.030 to permit a roofed lot coverage of 45,971.57 square feet, a reduction from the current 46,019.57 square feet, whereas a maximum of 31,818.25 square feet is allowed, a variation of 14,158.32 square feet (44.48%); (b) a variation from the intensity of use of lot provisions of Section 17.30.030 to allow impermeable lot coverage of 76,250.57 square feet, a reduction from the current 82,847.57 square feet, whereas a maximum of 63,636.5 square feet is permitted, a variation of 12,614.07 square feet (19.82%); and (c) a variation from the gross floor area limitations of Section 17.30.040 to allow a gross floor area of 48,715 square feet, a reduction from the current 48,971 square feet, whereas a maximum of 31,087.79 square feet is allowed, a variation of 17,627.21 square feet (56.7%); all being required to make proposed improvements to an outdoor play area that will include replacing a deteriorated storage shed with a new storage shed and an Outdoor Environmental Learning Area at the southeast portion of the outdoor area, and replacing some impermeable surfaces in the play area; and

WHEREAS, the Outdoor Environmental Learning Area will consist of two roofed, open-air structures that will be open on all four sides and will have wood deck floors; and

WHEREAS, one of the new structures will function as a Science and Environmental Center and the other will function as an Art Studio; and

WHEREAS, the new facilities will meet accessibility requirements of the Americans with Disabilities Act; and [Agenda Packet 221](#)

WHEREAS, on July 10, 2006, on due notice thereof, the Zoning Board of Appeals conducted a public hearing on the requested variations and, by the unanimous vote of the 6 members then present, has reported to the Council recommending that the requested variations be granted; and

WHEREAS, the Council of the Village of Winnetka have previously considered applications for zoning relief for the Subject Property and have passed the following ordinances: (a) Ordinance M-287-90, which granted variations and a special use for an addition to the school; (b) Ordinance M-472-96, which granted variations and a special use to allow the placement of a mobile classroom structure on the Subject Property, and to provide a 34-foot by 31-foot playground area for a climbing apparatus; (c) Ordinance M-481-96, which granted a front yard setback variation to allow a front setback of 18.46 feet for the climbing apparatus, (d) Ordinance M-528-98, which amended the special use and granted variations to allow the construction of three one-story additions to the school building; and (e) Ordinance M-578-99, which granted a front yard setback variation to allow a front setback of 19.0 feet along Hamptondale road to permit the replacement of playground equipment at the southwest corner of the Subject Property; and

WHEREAS, the proposed playground modifications and Outdoor Environmental Learning Area are not substantial changes to the current special use and therefore do not require an amendment to the special use permit; and

WHEREAS, the plight of the Board of Education is unique, in that: (a) it has a statutory obligation to operate a public elementary school system in the Village; (b) supplementary and accessory educational areas for students need to be provided on the same premises as the Board of Education's existing schools; (c) the proposed changes will reduce the currently nonconforming roofed lot coverage of 46,019.57 square feet by 48 square feet; (d) the proposed changes will reduce the currently nonconforming impermeable lot coverage of 82,847.57 square feet by 6,597 square feet; and (e) the proposed changes will reduce the currently nonconforming gross floor area of 48,971 square feet by 256 square feet; and

WHEREAS, there are practical difficulties and particular hardships in the strict application of the Zoning Ordinance's bulk limitations, in that: (a) the playground, the Outdoor Environmental Learning Area and the storage shed are all necessary accessories to the principal use of the Subject Property in meeting the School District's statutory obligations; (b) the strict application of the roofed lot coverage, impermeable lot coverage and maximum building size limitations would make it impossible for the Board of Education to make any improvements to the Hubbard Woods School educational and recreational facilities; and (c) acquiring adjoining properties for expansion of the site is not feasible; and

WHEREAS, the variation, if granted, will not alter the essential character of the locality, in that the Hubbard Woods School is an established use in the neighborhood, the proposed improvements will replace a deteriorating shed with low-profile structures in the same area of the Subject Property; and

WHEREAS, the Subject Property cannot yield a reasonable return if permitted to be used only under the conditions allowed by the applicable zoning regulations, as the sole purpose of the property is to provide for the education of students as required by law; and

WHEREAS, the requested variations will not impair an adequate supply of light and air because they will have open sides, will be substantially lower than the principal school building, and there are no private properties in close proximity to the proposed additions; and

WHEREAS, the requested variations will not increase the hazard from fire and other dangers to the Subject Property, as the proposed construction will comply with all applicable building and fire protection codes; and

WHEREAS, the requested variations will not diminish the taxable value of land and buildings throughout the Village; and

WHEREAS, the requested variations will not contribute to congestion on the public streets, as the use of the Subject Property will not change; and

WHEREAS, the requested variations will contribute to the general welfare of the inhabitants of the Village by enhancing the educational and recreational facilities at Hubbard Woods School and by improving the accessibility of those facilities.

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

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

SECTION 2: The following variations from the Lot, Space, Bulk and Yard Regulations for Single Family Residential Districts established by Section 17.30 of the Winnetka Zoning Ordinance are hereby granted to the Subject Property, commonly known as 1110 Chatfield and located in the R-4 Single-Family Residential District provided in Chapter 1716 of the Zoning Ordinance, Title 17 of the Winnetka Village Code: (a) a variation from the intensity of use of lot provisions of Section 17.30.030 to permit a roofed lot coverage

of 45,971.57 square feet, a reduction from the current 46,019.57 square feet, whereas a maximum of 31,818.25 square feet is allowed, a variation of 14,158.32 square feet (44.48%); (b) a variation from the intensity of use of lot provisions of Section 17.30.030 to allow impermeable lot coverage of 76,250.57 square feet, a reduction from the current 82,847.57 square feet, whereas a maximum of 63,636.5 square feet is permitted, a variation of 12,614.07 square feet (19.82%); and (c) a variation from the gross floor area limitations of Section 17.30.040 to allow a gross floor area of 48,715 square feet, a reduction from the current 48,971 square feet, whereas a maximum of 31,087.79 square feet is allowed, a variation of 17,627.21 square feet (56.7%); all being required to make proposed improvements to an outdoor play area that will include replacing a deteriorated storage shed with a new storage shed and an Outdoor Environmental Learning Area at the southeast portion of the outdoor area, and replacing some impermeable surfaces in the play area, all in accordance with the plans and elevations submitted with the application for variations.

SECTION 3: The variations hereby granted are conditioned upon the commencement of the proposed construction within 12 months after the effective date of this Ordinance.

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

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

PASSED this 15th day of August, 2006, pursuant to the following roll call vote:

AYES: Trustees Abell, Eilers, Ritchell and Tucker

NAYS: None

ABSENT: Trustees Behles and Berger

APPROVED this 15th day of August, 2006.

Signed:

//s//Edmund C. Woodbury

Village President

Countersigned:

//s//Douglas G. Williams

Village Clerk

Introduced: August 1, 2006

Posted: August 2, 2006

Passed and Approved: August 15, 2006

Posted: August 17, 2006

ORDINANCE NO. M-5-2017

AN ORDINANCE GRANTING A SPECIAL USE PERMIT AND VARIATION FROM THE WINNETKA ZONING ORDINANCE FOR THE CONSTRUCTION AND OPERATION OF PLAYGROUND IMPROVEMENTS WITHIN THE R-4 SINGLE FAMILY RESIDENTIAL ZONING DISTRICT

(1110 Chatfield Road)

WHEREAS, Winnetka Public School District No. 36 ("*Applicant*") is the record title owner of that certain parcel of real property commonly known as 1110 Chatfield Road 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 improved with buildings and structures known as the Hubbard Woods School ("*School*"); and

WHEREAS, the Applicant desires to construct on the Subject Property certain outdoor playground improvements for use primarily by students at the School (collectively, the "*Proposed Improvements*"); and

WHEREAS, the Subject Property is located within the R-4 Single Family Residential Zoning District of the Village ("*R-4 District*"); and

WHEREAS, in order to be constructed on the Subject Property within the R-4 District, the Proposed Improvements must have, pursuant to Section 17.30.050 of the Winnetka Zoning Ordinance ("*Zoning Ordinance*"), a minimum front yard setback of 30 feet from Hamptondale Avenue; and

WHEREAS, the Applicant desires to construct the Proposed Improvements with a front yard setback from Hamptondale Avenue of 9.33 feet; and

WHEREAS, pursuant to Section 17.12.020 of the Zoning Ordinance, the operation of an elementary school is permitted within the R-4 District only with a special use permit; and

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

WHEREAS, the Applicant filed an application for: (i) a variation from Section 17.30.050 of the Zoning Ordinance to permit the construction of the Proposed Improvements on the Subject Property with a front yard setback from Hamptondale Avenue of 9.33 feet ("*Variation*"); and (ii) a special use permit pursuant to Section 17.12.020 and Chapter 17.56 of the of the Zoning Ordinance to allow the construction of the Proposed Improvements within the R-4 District ("*Special Use Permit*") (collectively, the Variation and the Special Use Permit are the "*Requested Relief*"); and

WHEREAS, on April 10, 2017, after due notice thereof, the Zoning Board of Appeals ("*ZBA*") conducted a public hearing on the Requested Relief and, by the unanimous vote of the four members then present, recommended that the Council of the Village of Winnetka ("*Village Council*") approve the Requested Relief; and

WHEREAS, pursuant to Chapter 17.60 and Chapter 17.56 of the Zoning Ordinance, the ZBA heard evidence and made certain findings in support of recommending approval of the Variation and the Special Use Permit, respectively, which findings are set forth in the ZBA public hearing minutes attached to and, by this reference, made a part of this Ordinance as **Exhibit B**; and

WHEREAS, on March 15, 2017, after due notice thereof, the Plan Commission met to consider whether approval of the Requested Relief is consistent with "Winnetka 2020," the Winnetka comprehensive plan ("*Comprehensive Plan*"), and found, by the unanimous vote of the seven members then present, that approval of the Requested Relief is consistent with the Comprehensive Plan; and

WHEREAS, on March 16, 2017, after due notice thereof, the Design Review Board met to consider the Requested Relief and, by unanimous vote of the six members then present, recommended that the Village Council approve the Requested Relief; 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 provisions or regulations of the Zoning Ordinance from which the Variation has been sought; and

WHEREAS, the Village Council has determined that approval of the proposed Special Use Permit: (i) is consistent with the Comprehensive Plan; and (ii) satisfies the standards for the approval of special use permits set forth in Chapter 17.56 of the Zoning Ordinance; and

WHEREAS, the Village Council has determined that approval of the Requested Relief for the construction of the Proposed Improvements on the Subject Property within the R-4 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 SPECIAL USE PERMIT. Subject to, and contingent upon, the terms, conditions, restrictions, and provisions set forth in Section 4 of this Ordinance, the Special Use Permit is hereby granted, pursuant to Chapter 17.56 and Section 17.12.020 of the Zoning Ordinance and the home rule powers of the Village, to allow the extension of the operation of the School by the construction of the Proposed Improvements on the Subject Property within the R-4 District.

SECTION 3: APPROVAL OF VARIATIONS. Subject to, and contingent upon, the terms, conditions, restrictions, and provisions set forth in Section 4 of this Ordinance, the Variation from Section 17.30.050 of the Zoning Ordinance to permit a front yard setback of

9.33 feet from Hamptondale Avenue is hereby granted to allow the construction of the Proposed Improvements on the Subject Property, in accordance with and pursuant to Chapter 17.60 of the Zoning Ordinance and the home rule powers of the Village.

SECTION 4: CONDITIONS. The Special Use Permit granted by Section 2 of this Ordinance, and the Variation granted by Section 3 of this Ordinance are subject to, and contingent upon, compliance by the Applicant with the following conditions:

A **Commencement of Construction.** The Applicant must commence the construction of the Proposed Improvements 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 Improvements on the Subject Property must comply at all times with all applicable Village codes and ordinances, as they have been or may be amended over time.

C **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 construction, development, use, and maintenance of the Proposed Improvements at the Subject Property must be in strict accordance with the following documents and plans, except for minor changes and site work approved by the Director of Community Development or the Director of Public Works (within their respective permitting authority) in accordance with all applicable Village codes, ordinances, and standards:

1. The "Topographical Map of Part of Hubbard Woods School" prepared by TFW Surveying & Mapping, Inc., consisting of one sheet, and with a latest revision date of November 22, 2016, attached to and, by this reference, made a part of this Ordinance as **Exhibit C**; and

2. The "Project Location Plan" prepared by K M Talty Design, consisting of one sheet, and with a latest revision date of February 10, 2017, attached to and, by this reference, made a part of this Ordinance as **Exhibit D**.

3. The "Site Photos" prepared by K M Talty Design, consisting of one sheet, and with a latest revision date of February 10, 2017, attached to and, by this reference, made a part of this Ordinance as **Exhibit E**.

4. The "Site Plan" prepared by K M Talty Design, consisting of two sheets, and with a latest revision date of February 15, 2017, attached to and, by this reference, made a part of this Ordinance as **Exhibit F**.

5. The "Landscape Structure" plans prepared by NuToys Leisure Products, consisting of four sheets, and with a latest revision date of January 30, 2017, attached to and, by this reference, made a part of this Ordinance as **Exhibit G**.

SECTION 5: RECORDATION; BINDING EFFECT. A copy of this Ordinance will be recorded with the Cook County Recorder of Deeds. This Ordinance and the privileges, obligations, and provisions contained herein inure solely to the benefit of, and are binding upon, the Applicant and each of its heirs, representatives, successors, and assigns.

SECTION 6: FAILURE TO COMPLY. Upon the failure or refusal of the Applicant to comply with any or all of the conditions, restrictions, or provisions of this Ordinance, in addition to all other remedies available to the Village, the approvals granted in Sections 2 and 3 of this Ordinance will, at the sole discretion of the Village Council, by ordinance duly adopted, be revoked and become null and void; provided, however, that the Village Council may not so revoke the approvals granted in Sections 2 and 3 of this Ordinance unless it first provides the Applicant with two months advance written notice of the reasons for revocation and an opportunity to be heard at a regular meeting of the Village Council. In the event of revocation, the development and use of the Subject Property will be governed solely by the regulations of the applicable zoning district and the applicable provisions of the Zoning Ordinance, as the same may, 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 7: AMENDMENT OF SPECIAL USE PERMIT. Any amendments to the approvals granted in Sections 2 and 3 of this Ordinance that may be requested by the Applicant after the effective date of this Ordinance may be granted only pursuant to the procedures, and subject to the standards and limitations, provided in the Zoning Ordinance.

SECTION 8: SEVERABILITY. If any provision of this Ordinance or part thereof is held invalid by a court of competent jurisdiction, the remaining provisions of this Ordinance shall remain in full force and effect, and shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Ordinance to the greatest extent permitted by applicable law.

SECTION 9: EFFECTIVE DATE.

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 H** attached to and, by this reference, made a part of this Ordinance to accept and abide by each and all of the terms, conditions, and limitations set forth in this Ordinance and to indemnify the Village for any claims that may arise in connection with the approval of this Ordinance.

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

[SIGNATURE PAGE FOLLOWS]

PASSED this 16th day of May, 2017, pursuant to the following roll call vote:

AYES: Trustees Cripe, Dearborn, Lanphier, Myers, and Ziv

NAYS: None

ABSENT: None

Signed

s/ Chris Rintz

Village President

Countersigned:

s/Robert M. Bahan

Village Clerk

Published by authority of the President and Board of Trustees of the Village of Winnetka, Illinois, this 7th day of May, 2017.

Introduced: Waived

Passed and Approved: May 16, 2017

EXHIBIT A

LEGAL DESCRIPTION OF SUBJECT PROPERTY

Those parts of Block 8 in County Clerk’s Division according to the plat thereof recorded as Document No. 178081 filed on April 27, 1878, in the Southwest ¼ of Section 17, Township 42 North, Range 13 East of the Third Principal Meridian, Village of Winnetka, Cook County, Illinois described as follows: Lots 1, 2, 3, 4, 5, and 12 in said Block 8 in County Clerk’s Division and that part of Lot 11 in said Block 8 in County Clerk’s Division lying Easterly of a line forming an angle of 24 degrees 56 minutes to the left at the point of intersection with the East line of the Northwest ¼ of said Southwest ¼ of Section 17, 678.00 feet South of the Northeast corner of said Northwest ¼ of the Southwest ¼ of Section 17.

Commonly known as 1110 Chatfield Road, Winnetka, Illinois.

EXHIBIT B

APRIL 10, 2017 PUBLIC HEARING MINUTES OF THE ZBA

Zoning Board Members Present: Joni Johnson, Chairperson

Thomas Kehoe

Kathleen Kumer

Mark Naumann

Zoning Board Members Absent: Sarah Balassa

Matthew Bradley

Carl Lane

Village Staff: Michael D’Onofrio, Director of Community Development

Ann Klaassen, Planning Assistant

Case No. 17-05-SU: Hubbard Woods School (1110 Chatfield Road)

Winnetka Public School District 36

Special Use Permit

Modifications of Playground

Variation by Ordinance

Front and Corner Yard Setbacks

Hubbard Woods School (1110 Chatfield Road), Case No. 17-05-SU: Winnetka Public School District 36, Special Use Permit - Modifications of Playground; Variation by Ordinance - Front and Corner Yard Setbacks

Mr. D'Onofrio read the public notice. The purpose of this hearing is to hear testimony and receive public comment regarding a request by Winnetka Public School District 36, concerning a Special Use Permit in accordance with Section 17.56.010 of the Winnetka Zoning Ordinance, to permit modifications to the playground, as well as a variation by Ordinance from Section 17.30.050 [Front and Corner Yard Setbacks] of the Winnetka Zoning Ordinance to permit play equipment that will result in a front yard setback of 9.33 ft. from Hamptondale Ave., whereas a minimum of 30 ft. is required, a variation of 20.67 ft. (68.9%).

Chairperson Johnson swore in those that would be speaking on this case.

Kathryn Talty stated that she would be presenting this request to the Board as well. She informed the Board that the request represented a similar situation to that at Greeley. She noted that they would be operating within the boundaries of the existing couple of play areas. Ms. Talty then stated that they would be making one minor modification to an area which she identified for the Board in the corner.

Ms. Talty noted that there is a paver area which covered the corner which she identified for the Board along with a couple of benches. She then stated that over time, the pavers are starting to fail. She stated that the best way to treat this area would be to incorporate it into the play space. Ms. Talty then referred to the two play areas which are to be connected which was previously pavers. She stated that meant that they would be adding a border curb in two areas she identified for the Board and removing the existing pavers. Ms. Talty stated that they would also be relocating the benches elsewhere on the site into an undetermined area and making the area wood fiber chips similar to the rest of the play area.

Ms. Talty went on to state that there is one large piece of equipment which matches the existing pieces she identified and that they planned to relocate that piece of equipment into an empty spot which she described as a missing tooth with like size play equipment which would adhere to the older children in the school. She stated that would make the existing space into a younger play area space for the younger children. Ms. Talty stated that they planned to connect the play areas with playhouses or other types of recreational equipment which would transition the younger play space to the older play space and which would allow the older and younger children to migrate in the center of the space.

Ms. Talty noted that they were mindful that there are some existing storm drains in the area which would remain. She identified the area which is entirely an asphalt play space and the lines of the track which exist. Ms. Talty then identified Hamptondale and the existing homes along with a chain link fence. She also informed the Board that they have coordinated with the neighbors and that there are a few that are very happy that these improvements are being proposed. Ms. Talty stated that the thought behind keeping the younger students together in one area makes it easier for the teachers to supervise, but also gives a cuing spot for drop-off and pickup.

Ms. Talty informed the Board that there has been some real thought into the space planning for the proposal and that Beth Carmody has worked with the staff and teachers and that they have had a lot of input. She stated that the equipment would meet everyone's hopes and expectations. Ms. Talty then referred the Board to a rendering and the color pallet and play pieces which would be manufactured by Landscape Structures, which is quality play equipment.

Beth Carmody introduced herself to the Board as the principal at Hubbard Woods. She then stated that the missing tooth was a vintage piece of equipment which was taken out last year and which was a similar sized piece of equipment. Ms. Carmody stated that unlike other schools which have the opportunity to have different play areas, they do not have that type of space at Hubbard Woods and that it is all one big area and that the proposal will help them divide it a little bit for the kindergarten children, especially with the lower equipment for them and which represented a lot of the impetus behind this plan.

Ms. Talty stated that she can provide the Board with more information with regard to the size of the lower equipment. She informed the Board that the peak to the roof of the playhouse is approximately 9 feet tall and another platform with a surround will be more like 7 feet tall. Ms. Talty stated that they would not be proposing any additional landscaping and that there is a lot of existing landscaping on the Hubbard Woods campus.

Mr. Kehoe stated that since they would be taking out some asphalt and replacing it with some woodchips, he asked if that would decrease the amount of impermeable surface.

Ms. Talty confirmed that is correct.

Mr. Kehoe asked if there has been the opportunity to do that at other locations.

Ms. Talty responded that at this point, that represented a good opportunity to do that and is the limit of their construction at this point. She also stated that may be part of a future plan and that there is going to be some water work being done on the campus and that many things are waiting until that is worked out.

Mr. Kurr informed the Board that they are working with the Village and that it is all interdependent on the storm water process and that once that happened, they would look at the hard surface.

Mr. Kehoe questioned the pickup and drop-off.

Ms. Carmody responded that when parents drop the children off, they run in that area and that there would be containment in that area.

Ms. Talty and Mr. Kurr confirmed that it would not change.

Chairperson Johnson asked if there are safety issues with regard to the playground and surface material.

Mr. Kurr stated that it would be the same type of woodchip surface and that it is within the codes of the school. He added that the depth of the woodchips is important in terms of fall safety.

Chairperson Johnson asked where is the asphalt.

Ms. Talty identified the area of asphalt to be removed.

Ms. Kumer asked if there is a requirement for woodchips beneath the equipment.

Ms. Talty responded that there is not under the playhouses and as long as there is not an elevated surface.

Mr. Kurr informed the Board that there are a couple of elements of the structure that are handicap accessible. He also stated that the fact of having one playhouse on a hard surface makes it easier.

Ms. Talty then stated that while the fiber surface is a handicap accessible surface, it would be difficult to navigate for those with mobility issues. She also stated that for those whose mobility issue is temporary such as people using crutches; this allows them the opportunity to play.

Mr. Naumann asked the applicant if they spoke to the homeowner to the west.

Ms. Talty confirmed that they did and that there are no issues.

Chairperson Johnson commented that they like it when it is visually improved.

Ms. Talty referred to the play equipment which would be most proximate to the residence which she identified for the Board. She also stated that there is an existing fence and a shrub border growing in between.

Chairperson Johnson asked if there were any other questions. No additional questions were raised by the Board at this time. She then called the matter in for discussion.

Mr. Naumann stated that the request is straightforward and it would be an improvement to the property. He also stated that there would be an improvement in at least one of the zoning variances and that they would be improving drainage a little bit. Mr. Naumann stated that other than that, he had no concerns.

Chairperson Johnson asked Mr. D'Onofrio with regard to the minimum third street front setback

Ms. Klaassen stated that is because there are three streets surrounding the property which are Hamptondale, Chatfield and Laurel, or Burr Avenue.

Mr. Kehoe noted that that this appeared to be an expansion of a nonconforming use.

Mr. D'Onofrio stated that it is not a nonconforming use but a special use which is why it is before the Board tonight.

Mr. Naumann then moved to recommend approval of the request as it relates to the Hubbard Woods' request on the special use and moved to consider the special use standards stipulated on page nos. 8 and 9 in the packet of materials which covered the six points ranging from public health and safety to the injurious impact to those in the immediate vicinity to the establishment of the special use not impeding the development and improvement in the vicinity. He also referred to the considerations for ingress and egress which minimize pedestrian and vehicular traffic congestion and that there would be adequate parking. Mr. Naumann then stated that the special use in all other respects conforms to the regulations and by referencing the adopted points making on page nos. 8 and 9.

Mr. Kehoe and Ms. Kumer seconded the motion. A vote was taken and the motion was unanimously passed.

AYES: Johnson, Kehoe, Kumer, Naumann

NAYS: None

That the establishment, maintenance, and operation of the Special Use will not be detrimental to or endanger the public health, safety, comfort, morals, or general welfare.

Last year, the Hubbard Woods playground lost equipment due to the aging process. The replacement equipment will offer smaller age appropriate pieces. This smaller equipment will give an option to younger students and neighborhood children with emerging physical skills, of an engaging place to imagine, create and play.

2. That the Special Use will not substantially injurious to the use and enjoyment of other property in the immediate vicinity which are permitted by right in the district or districts of concern, nor substantially diminish or impair property values in the immediate vicinity.

The new additions to the Hubbard Woods School playground will offer the community a place for little ones to play during off hours. Having this lovely resource near homes in the area will only enhance the appeal to property owners in that the playground will be appropriately maintained and safety measures and guidelines will be followed throughout the installation process. The current plans meet safety regulations and the structures themselves are attractive.

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

The playground location will not be changed, although the fiber play surface area will be slightly increased. The proposed play equipment is in keeping with the type and rough dimensions of the existing equipment but adds more diverse play challenges for a broader age and skill range. The surrounding neighborhood will not be impacted negatively nor will it be intruded upon.

4. That adequate measures have been or will be taken to provide ingress and egress in a manner which minimize pedestrian and vehicular traffic congestion in the public ways.

The installation of the new playground equipment will in no way impede the normal activities that occur around Hubbard Woods School. The pedestrian and vehicular traffic will remain unchanged by the replacement of the play equipment. Furthermore, the District will use good judgment and decision making as to when the equipment will be installed, ensuring, to the best of its ability, that traffic and sidewalks will not be obstructed for users.

5. That adequate parking, utilities, access roads, drainage, and other facilities necessary to the operation of the Special Use exits or are to be provided.

The playground project does not require changes to existing parking, roads, drainage or facilities. The District will ensure that any disruption to the neighbors due to the installation of the new equipment will be minimal. The District will provide information to the neighbors regarding the installation process.

6. That the Special Use in all other respects conforms to the applicable regulations of this and other Village ordinances and codes.

The school district is obliged to follow the safety rules and regulations stated in school code, which ensures a safe playground for children to enjoy. The District will comply with all Village regulations, ordinances and codes in this process.

Chairperson Johnson then asked for a motion on the variation for the front yard setback.

Mr. Naumann moved to recommend approval of the zoning variation to allow play equipment within the required front yard setback from Hamptondale and to incorporate the stipulations in detail as provided on page nos. 12 and 13.

Ms. Kumer seconded the motion. A vote was taken and the motion was unanimously passed.

AYES: Johnson, Kehoe, Kumer, Naumann

NAYS: None

The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by regulations in that zone.

The location of the playground will be the same as currently exists, with minimal changes to expand the fiber play surface. The proposed play equipment replaces the existing taller play equipment which will be relocated to an appropriate area on site. The playground is an important factor in the education of our children and must be preserved. The play equipment style is in keeping with the type and rough dimensions of the existing equipment but adds more diverse play challenges for a broader age and skill range. The surrounding neighborhood will not be impacted negatively nor will it be intruded upon.

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

Due to the limitations of open space on the school campus, it is not practical or cost effective to move the playground location. In addition, the area where the playground is located is small and accented by existing landscape, including mature trees and shrubs.

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

The plan for the updated play equipment does not exceed the area of the current playground space. Although there will be slightly more fiber play surface space where asphalt and concrete pavers are proposed to be removed. The new proposed play pieces for the Hubbard Woods School playground are in keeping with the character of the play pieces that are being replaced. The structures chosen are aligned with the developmental abilities of a child in kindergarten. The updated playground will continue to offer the community a well maintained resource; a place where young children can play during and after school hours. We believe having this lovely resource near homes in the area enhances the appeal to property owners.

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

The proposed playground equipment and design consists of predominantly low open structures that have a minimal effect on light or air flow. Following the safety guidelines which require the structures to be properly spaced from piece to piece provides for additional open space. In addition, the equipment is similar to the structures that are being replaced.

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

The school district is obliged to follow the safety rules and regulations stated in school code, which ensures a safe playground for children to enjoy. The District also looks forward to working collaboratively with the Village in addressing its regulations, ordinances and codes in this process. The proposed playground is in compliance with school code safety regulations and the District will ensure it is also in compliance with safety regulations of the Village. In addition, the new equipment will be located a large distance away from any other structures and in the same area where the existing equipment is located.

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

The new additions to the Hubbard Woods school playground will offer the community a place for little ones to play during and after school hours. We believe having this lovely resource near homes in the area enhances the appeal to property owners in that the playground will be appropriately maintained and available for community use when school is not in session. The proposed plans provide for play structures and a layout that are attractive and a benefit to the community.

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

The installation of the new playground equipment will in no way impede or alter the normal activities or traffic that occurs around Hubbard Woods School. The District will use good judgment and decision making as to when the equipment will be installed ensuring, to the best of its ability, that traffic and sidewalks will not be obstructed for users.

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

Over the past year the Hubbard Woods School playground has lost play equipment due to the aging process. This new updated play equipment will offer the school and neighborhood children an engaging place to imagine, create, climb, jump, leap and play.

EXHIBIT C

TOPOGRAPHIC MAP OF PART OF HUBBARD WOODS SCHOOL

(SEE ATTACHED EXHIBIT C)

EXHIBIT D

PROJECT LOCATION PLAN

(SEE ATTACHED EXHIBIT D)

EXHIBIT E

SITE PHOTOS

(SEE ATTACHED EXHIBIT E)

EXHIBIT F

SITE PLAN

(SEE ATTACHED EXHIBIT F)

EXHIBIT G

LANDSCAPE STRUCTURE PLAN

(SEE ATTACHED EXHIBIT G)

EXHIBIT H

UNCONDITIONAL AGREEMENT AND CONSENT

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

WHEREAS, Winnetka Public School District No. 36 ("*Applicant*") is the record title owner of the property commonly known as 1110 Chatfield Road in the Village ("*Subject Property*")

WHEREAS, the Applicant desires to construct on the Subject Property certain outdoor playground improvements for use by students; and

WHEREAS, Ordinance No. M-5-2017, adopted by the Village Council on May 16, 2017 ("*Ordinance*"), grants a certain variation from the provisions of the Winnetka Zoning Ordinance and a special use permit to the Applicant to permit the construction of the playground improvements on the Subject Property and the expanded use of the Subject Property for the operation of an elementary school; and

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

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

1. The Applicant does hereby unconditionally agree to accept, consent to, and abide by each and all of the terms, conditions, limitations, restrictions, and provisions of the Ordinance.
2. The Applicant acknowledges that public notices and hearings have been properly given and held with respect to the adoption of the Ordinance, has considered the possibility of the revocation provided for in the Ordinance, and agrees not to challenge any such revocation on the grounds of any procedural infirmity or a denial of any procedural right.
3. The Applicant acknowledges and agrees that the Village is not and will not be, in any way, liable for any damages or injuries that may be sustained as a result of the Village's grant of variations and a special use permit for the Subject Property or its adoption of the Ordinance, and that the Village's approvals do not, and will not, in any way, be deemed to insure the Applicant against damage or injury of any kind and at any time.
4. The Applicant does hereby agree to hold harmless and indemnify the Village, the Village's corporate authorities, and all Village elected and appointed officials, officers, employees, agents, representatives, and attorneys, from any and all claims that may, at any time, be asserted against any of such parties in connection with the Village's adoption of the Ordinance granting the variations and the special use permit 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: __, 2017

ATTEST:

By: __

Its: __

WINNETKA PUBLIC SCHOOL DISTRICT NO. 36

By: __

Its: __

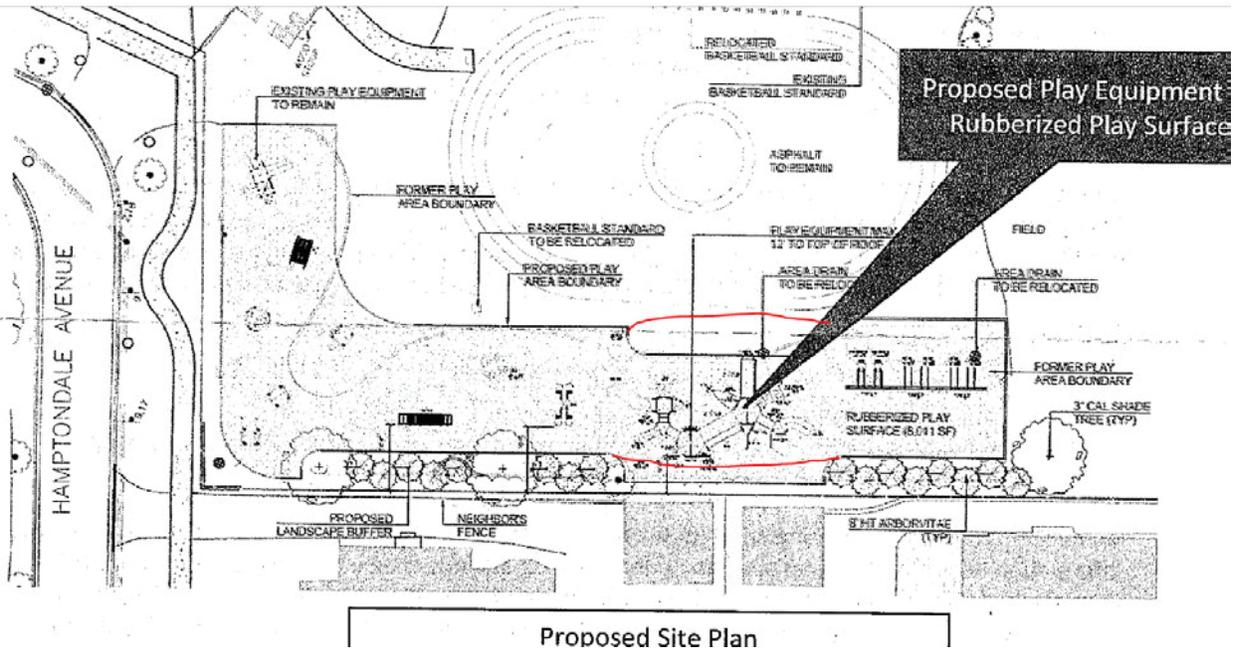
ATTACHMENT D

From: [REDACTED]
To: [Planning](#)
Subject: Hubbard Woods Elementary Proposal
Date: Wednesday, March 2, 2022 6:27:43 PM

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

My name is Chad Humphrey, live at 1138 Hamptondale and am the neighbor to the school on the North West side of the property. Thank you for this proposal and taking the neighbors into consideration. I have a question in regards to the new playground.

Does the new playground still have to be so close to our property line? If so, why? Especially one the involves a 12' structure. I see the new trees that will be planted to the North and South and would suggest they continue down the length of the fence. Or if the trees are not an option, and least push the equipment further away from the fence line. I understand the articulation design of the playground, maybe make it convex instead of concave. Thank you for your consideration.



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**WINNETKA ZONING BOARD OF APPEALS
EXCERPT OF MEETING MINUTES
MARCH 14, 2022**

Zoning Board Members Present: Kimberly Handler, Acting Chairperson
Kate Casale MacNally
Todd Vender
Max Weigandt

Zoning Board Members Absent: Matt Bradley
Lynn Hanley
Mike Nielsen

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

Case No. 22-09-SU: 1110 Chatfield Road – Hubbard Woods Elementary School: An application submitted by Kathryn Talty Landscape Architecture on behalf of Winnetka Public School District 36, seeking approval of an amendment to an existing special use permit which allowed playground improvements at Hubbard Woods Elementary School, 1110 Chatfield Road, and zoning variations to allow playground improvements to an existing playground. The requested amendment would allow improvements to the existing playground located at 1110 Chatfield Road. The requested variations would permit the playground to: (i) exceed the maximum permitted impermeable lot coverage and (ii) provide less than the minimum required side yard setback from the west property line. The Village Council has final jurisdiction on this request.

Ms. Klaassen described the special use amendment being requested and identified the property’s location and zoning classification noting the ordinance allowed the school as a special use. She stated the school was constructed in 1911 and has had several additions and zoning variation requests over the years. Ms. Klaassen referred to photos of the playground to be replaced. She then identified the amount of impermeable lot coverage to be added and amounts and percentages of the existing impermeable lot coverage along with the side yard setback variation being requested. She referred to the proposed replacement equipment’s rendering and 12-foot height and noted the request would be presented to the DRB later in the week and the Plan Commission next week. Ms. Klaassen noted one email was received and included in the agenda packet. She then asked if there were any questions.

Chairperson Handler also asked if there were any questions. No questions were raised at this time. Ms. Talty stated the reasoning behind the request is similar to that for the Greeley School. She noted there are a lot of children with mobility issues resulting in the need to replace the existing soft surface material. Ms. Talty described their attempts to keep the larger playground pieces away from the neighbors’ homes and closer to garages to minimize the impact on the neighboring residential uses. She noted they worked with the school’s staff and asked if there were any questions.

Mr. Weigandt referred to the trees and suggested trees be provided in the open area. Ms. Talty responded they considered that option and they want to maintain the asphalt track which affected the equipment’s location and safety zone. She then stated they decided planting would not be used and felt locating the

1 equipment next to the garages was a better solution as well as visually more appropriate. Ms. Talty added
2 they may be able to include planting in that area. Ms. Casale MacNally questioned the location of the
3 tallest piece of equipment which Ms. Talty identified. Ms. Talty noted the equipment would be similar in
4 color and style to other playground equipment used throughout the Village. She added the piece of
5 equipment with the canopy or roofed area provides shade and provided a noise barrier. Mr. Weigandt
6 asked what the height is of the existing play equipment. Ms. Talty responded that the height of the
7 existing equipment is unknown, but the proposed equipment would be similar. She added the soft surface
8 would also be used under all of the existing playground equipment. Mr. Vender questioned why planting
9 cannot be used in the area near the neighbors' homes and Ms. Talty responded there is an underground
10 storm sewer line along the north portion of this play area and the equipment is dependent on fitting the
11 safety zone in that space and further explained the rationale behind the playground being in this location.
12 No additional questions were raised at this time.

13
14 Chairperson Handler then asked for public comment. She then swore in those speaking to this matter.
15 Chad Humphrey, 1138 Hamptondale, stated he wanted to make sure everyone realized that it is a public
16 park and he is concerned with regard to safety and climbing on the equipment. Mr. Humphrey referred
17 to the 12-foot height and his 6 foot fence and asked that any possible water issues be addressed. He then
18 commented he is excited about the project and noted the track is seldom used. Mr. Humphrey informed
19 the Board about the nuisance issues they experience and stated moving the equipment further back from
20 the fence line would be ideal and suggested installing Arbor Vitae further down the property line. He
21 concluded by stating he is in favor of the request.

22
23 Ms. Casale MacNally asked about the location of Mr. Humphrey's property which he identified for the
24 Board. Ms. Casale MacNally then stated she had no problems with the setback and impermeable lot
25 coverage portions of the request and agreed with Mr. Humphrey's comments relating to extending the
26 tree line further. Ms. Casale MacNally then stated she would vote in favor of the request with the
27 suggestion to incorporate additional planting. Mr. Weigandt stated the request would be a good
28 improvement and he is also in favor of the request. Mr. Vender agreed with the comments made and
29 stated he is also in favor of the request and suggested the neighbors work with the applicant. Ms. Talty
30 reiterated their attempts to avoid the underground line and taking into consideration the neighbors'
31 property as the rationale for the equipment placement. Mr. Schoon stated the Board can make several
32 contingencies on their recommendation such as additional trees being planted along the property line.

33
34 Mr. Vender then moved to recommend approval of the request with the condition the applicant continue
35 to use their best efforts to fill the landscaping buffer gap between the proposed play equipment and the
36 adjacent home located along the west property line of the school property. The motion was seconded by
37 Ms. Casale MacNally. A vote was taken and the motion unanimously passed, 4 to 0:

38 AYES: Casale MacNally, Handler, Vender, Weigandt

39 NAYS: None

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41 ***

ATTACHMENT 3

Winnetka Design Review Board/Sign Board of Appeals
Excerpt of Meeting Minutes
March 17, 2022

Members Present:

Kirk Albinson, Chairman
Maggie Mainers
Katie Moor
Heather Niehoff

Members Absent:

Michael Klaskin
Paul Konstant
Michael Ritter

Village Staff:

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

Case No. 22-09-SU: 1110 Chatfield Road – Hubbard Woods Elementary School: Certificate of Appropriateness to allow replacement of existing play equipment and replacement of wood chips with a rubberized surface of the existing playground located on the northeast corner of the school property.

Mr. Schoon stated the request is to replace the playground only on the west property line and install the rubberized surface under all of the equipment in the same color palette as the previous request. He referred the Board to page 5 of the staff report which showed 8 foot tall Arbor Vitae to be planted which was included as a result of a neighbor's concerns. He stated the request would also need to be reviewed by the ZBA and PC with the ZBA recommending approval with a condition that the school district consider installing landscaping in the gap area on the west property line while realizing there are site issues with storm water design. Ms. Meiners referred to the neighbor's letter and Mr. Schoon stated the neighbor attended the ZBA meeting presenting his case and asking for continuous landscaping than was included.

Kathryn Talty, the landscape architect, further explained the reasoning behind the playground equipment's location and landscaping which would also be an improvement over the existing condition. She then referred the Board to photos of the area. Ms. Talty confirmed a curb would provide separation for the play surface and estimated it to be 3 feet from the property line. Mr. Schoon informed the Board of the ZBA's recommendation which the applicant is considering.

Chairman Albinson asked if there were any public comments. Ms. Talty informed the Board there is a color sample and confirmed it would be consistent with other playground equipment in the Village. No comments were made at this time.

Chairman Albinson then asked for a motion. Ms. Niehoff moved to recommend approval of the request as indicated on page 7 with the recommendation to the applicant to study the landscaping. Ms. Meiners seconded the motion. A vote was taken and the motion unanimously passed, 4 to 0:

AYES: Albinson, Meiners, Moor, Niehoff

NAYS: None

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**WINNETKA PLAN COMMISSION
EXCERPT OF MEETING MINUTES
MARCH 23, 2022**

Members Present:

Bridget Orsic, Chairperson
Jonathan Alt
Matthew Bradley
Mamie Case
Layla Danley
John Golan
Chris Foley
Liz Kunkle
Kim Mancini

Members Absent:

None

Village Staff:

David Schoon, Director of Community Development

Case No. 22-09-SU: 1110 Chatfield Road – Hubbard Woods Elementary School: An application submitted by Kathryn Talty Landscape Architecture on behalf of Winnetka Public School District 36, seeking approval of an amendment to an existing special use permit which allowed playground improvements at 1110 Chatfield Road, Hubbard Woods Elementary School. The requested amendment would allow improvements to the existing playground located at 1110 Chatfield Road. The Village Council has final jurisdiction on this request.

Mr. Schoon informed the Commission one comment was received relating to this matter. He then referred to the property's location, zoning classification and proposed playground equipment. Mr. Schoon also stated the west property line playground equipment would be replaced along while maintaining the equipment on the Hamptondale side with the surface underneath both areas to be replaced with the rubberized surface material. He stated Arbor Vitae would also be installed along the west property line and referred to a photo of the proposed playground equipment. Mr. Schoon stated the ZBA reviewed the request and recommended approval and noted at the ZBA meeting, the neighbor presented concerns relating to the playground equipment. He then stated both the ZBA and DRB recommended a conditional approval that the Applicant use its best efforts to add additional landscaping along the west property line. Mr. Schoon stated a recommendation to either approve or deny the request is included on page nos. 7 and 8 and asked if there were any questions.

Chairperson Orsic referred to the proposed Arbor Vitae and questioned whether the additional landscaping would alleviate the neighbors' concerns and questioned its location. Mr. Schoon responded by identifying the Arbor Vitae's location and noted the Arbor Vitae in the rendering were from the original plans submitted by the Applicant. Ms. Danley asked if there are other neighbors abutting the property and Mr. Schoon identified the surrounding properties noting no comments were received from that neighbor.

Ms. Talty referred to the home whose front door faced the school noting the school and playground existed prior to the home being built. She informed the Commission they increased the amount of landscaping and intentionally configured the playground so that the taller pieces lined up with the two

1 garages. Ms. Talty explained the reasoning behind not extending the Arbor Vitae across an area she
2 identified was due to the location of storm water drains noting they planned to work to potentially
3 landscape the gap. She added the proposal would be an improvement over the existing condition.
4

5 Mr. Golan asked if the existing green fence would remain and Ms. Talty responded the chain link fence
6 would be removed in areas where the neighbors have fencing to allow for more green space. Mr. Swanner
7 stated the project's original exploration arose from the need to address the uneven surface to allow those
8 with mobility issues to use the play area. Belinda, a Special Education teacher, described the limitations
9 and challenges the children face who would then be able to use the previously inaccessible space.
10

11 Mr. Golan asked if the approval for Crow Island had wood chips and Ms. Talty responded the entire area
12 did not contain the rubberized surface due to budget concerns. Chairperson Orsic stated the neighbor's
13 concern seemed to be resolved and described the request as straightforward and met the standards
14 similarly to the previous application. She then asked for a motion.
15

16 Ms. Danley moved to recommend approval of the requested amendment to the special use ordinance M-
17 5-2017 to allow improvements to the existing playground located on the subject property based on
18 findings of fact which she read into the record. The motion was seconded. A vote was taken and the
19 motion unanimously passed, 9 to 0:

20 AYES: Alt, Bradley, Case, Danley, Golan, Foley, Kunkle, Mancini, Orsic

21 NAYS: None
22
23

DRAFT

ATTACHMENT 4

From: [REDACTED]
To: [Ann Klaassen](#)
Subject: Re: Hubbard Woods Elementary Proposal and Thank you 3/14/2022
Date: Tuesday, March 15, 2022 12:57:23 AM
Attachments: [image001.png](#)

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

Hi Ann –

Could you please make sure the Zoning Board of Appeals, Plan Commission and the Design Review Board receive this... Thank you.

On Tuesday, March 15, 2022, 12:51:05 AM CDT, Chad Humphrey [REDACTED] wrote:

I wanted to say thank you to the members of the Zoning Board of Appeals and I appreciated the opportunity to share my perspective and hopefully add a level of collaboration from the neighborhood. I hope you understand all my comments share a mutual intent of improving the Village not just in the present, but for a long time into the future. With respect to the special use of placing the equipment closer to our shared the property line, this was a heavy consideration for us and if we should voice our thoughts tonight. As Hubbard Woods has a significant amount of space and acreage, I have been challenged with the logic of the decision to place high and climbing playground equipment next to the one and only shared line with residents (the West line). If you consider the openness of the North, and South fence line and the vast empty asphalt area between the School and our line, asking for special use to place high equipment so close to our only line does point to additional aspects to consider. This decision was more than likely made with safety in mind, away from the roads (Laurel and Hamptondale), away from the school (for noise reduction in class), etc. This assumption is that the line shared with 1138 Hamptondale and 1127 Laurel will provide the safest and best and most beneficial environment for the children's playground and aesthetic. As I brought up tonight, I do believe enhancing the line with trees or enforcing the current code footage or even moving closer to the school will reduce the possibility of having undesirable or unpleasant neighbors in the future. Probably a low possibility, but the addition of tree protection and distance would reduce that risk and provide benefits to all parties.

I also did want to impress that I understand the fortunate nature of our conversation and the smallness of the issue at hand in comparison with the greater issues in the World today. These thoughts were not of greed or seeking to extend an already well thought out plan, more to encourage further conversation between Zoning Board Members. I was thankful and encouraged by the follow up questions you addressed. Thank you again for your open forum and candor, if you couldn't tell that was my first

attendance of any meeting of a municipal / board nature in some time.

It really is a great privilege to have such a free system and the ability to discuss various opinions and improvements.

Thank you again,

Chad Humphrey
[REDACTED]

On Thursday, March 3, 2022, 09:03:09 AM CST, Ann Klaassen <aklaassen@winnetka.org> wrote:

Mr. Humphrey,

Thank you for your email; we will be sure to share it with the Zoning Board of Appeals, Plan Commission and the Design Review Board.

Best,

[Ann Klaassen](#)

Senior Planner | Village of Winnetka Community Development

510 Green Bay Road - Winnetka, IL 60093

847.716.3525

From: Chad Humphrey <[REDACTED]>

Sent: Wednesday, March 2, 2022 6:27 PM

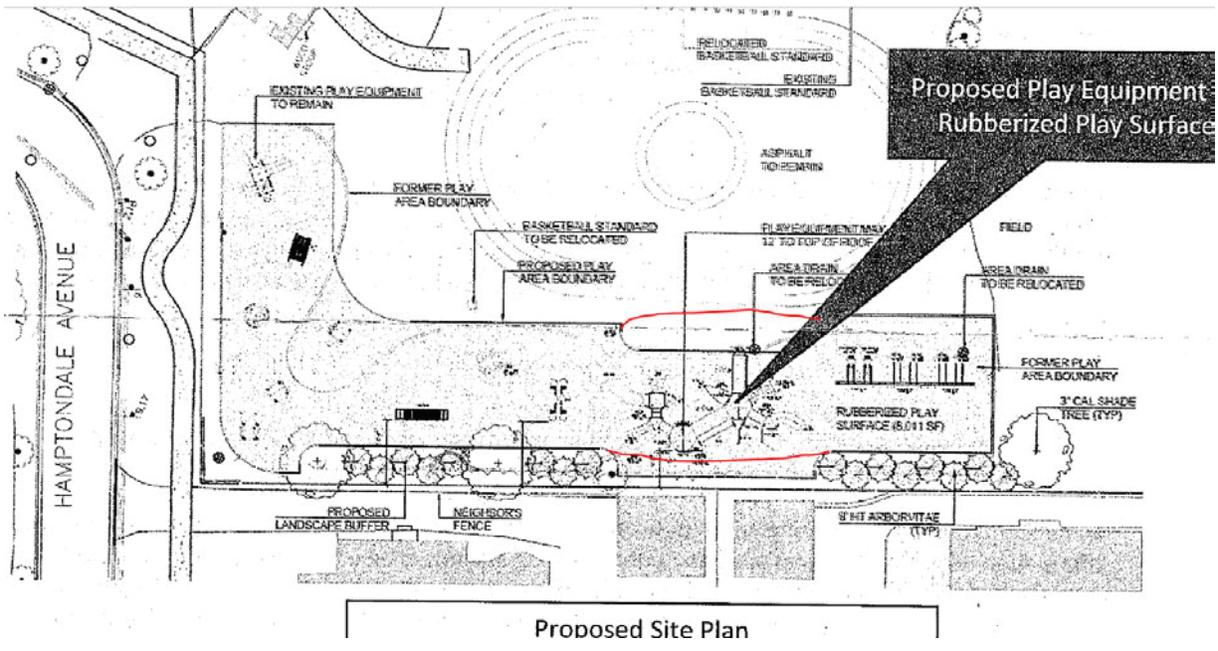
To: Planning <Planning@winnetka.org>

Subject: Hubbard Woods Elementary Proposal

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.

My name is Chad Humphrey, live at 1138 Hamptondale and am the neighbor to the school on the North West side of the property. Thank you for this proposal and taking the neighbors into consideration. I have a question in regards to the new playground.

Does the new playground still have to be so close to our property line? If so, why? Especially one the involves a 12' structure. I see the new trees that will be planted to the North and South and would suggest they continue down the length of the fence. Or if the tress are not an option, and least push the equipment further away from the fence line. I understand the articulation design of the playground, maybe make it convex instead of convex instead of concave. Thank you for your consideration.





Agenda Item Executive Summary

Title: Ordinance No. M-08-2022: Amending a Special Use Permit and Variations for Playground Improvements at Greeley Elementary School, 275 Fairview Avenue (Introduction/Adoption)

Presenter: David Schoon, Community Development Director

Agenda Date: 04/19/22

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

Consent: YES NO

Item History:

None.

Executive Summary:

On April 19, the Village Council is scheduled to consider Ordinance No. M-08-2022 in response to an application submitted by Kathryn Talty Landscape Architecture (the "Applicant") on behalf of Winnetka Public School District 36, as the owner of the property at 275 Fairview Avenue, the location of Greeley Elementary School (the "Subject Property"). The Applicant is proposing improvements to an existing playground located on the northeast corner of the Subject Property and requests approval of the following relief:

1. Approval of an amendment to Ordinance No. M-4-2017, which ordinance granted a Special Use Permit to allow playground improvements on the south side of the Subject Property in the R-5 Single-Family Zoning District; and
2. Approval of the following zoning variations:
 - a. Impermeable Lot Coverage (ILC) of 90,380 square feet, whereas a maximum of 58,813.5 square feet is permitted, a variation of 31,566.5 square feet (53.67%) [Section 17.30.030 – Intensity of Use of Lot] [Note: The site currently contains 86,404 square feet of ILC. The proposed improvement would add 3,976 square feet];
 - b. Front Yard Lot Coverage (FYLC) of 7,285 square feet, whereas a maximum of 3,060 square feet is permitted, a variation of 4,225 square feet (138.07%) [Section 17.30.030 – Intensity of Use of Lot] [Note: The site currently contains 4,856 square feet of FYLC. The proposed improvement would add 2,429 square feet]; and
 - c. Front Yard Setback of 5.83 feet from Hawthorn Lane to the proposed play equipment, whereas a minimum of 30 feet is required, a variation of 24.17 feet (80.57%) [Section 17.30.050 – Front and Corner Yard Setbacks] [Note: The existing play equipment, which would be replaced, currently provides a front yard setback of 10.75 feet from Hawthorn Lane].

The Applicant is also requesting approval of a Certificate of Appropriateness for the design of the proposed playground improvements.

ADVISORY BOARD/COMMISSION REVIEW

The application was considered by the Zoning Board of Appeals (ZBA) on March 14, 2022. After hearing from the Applicant, the ZBA briefly discussed the request. The Board briefly discussed the amount of proposed impermeable surface. The Board ultimately found that the proposed playground improvements meet the standards for granting a special use permit and the standards for granting a zoning variation for impermeable lot coverage, front yard lot coverage, and front yard setback and the ZBA recommended, by a vote of 4-0, approval of the request. Draft minutes of the ZBA meeting are included in Attachment 2. Staff would note that no written or verbal public comments was received on this application for any of the advisory board/commission meetings.

Executive Summary (continued):

The Design Review Board (DRB) considered a Certificate of Appropriateness for the proposed improvements on March 17, 2022. After hearing from the Applicant, the DRB briefly discussed the request and found the design of the proposed improvements to be appropriate and recommended, by a vote of 4-0, approval of the request. Draft minutes of the DRB meeting are included in Attachment 3.

The Plan Commission (PC) considered the Special Use Permit on March 23, 2022. After hearing from the Applicant, the PC briefly discussed the request. The Commission found that the proposed improvements to the existing playground are consistent with the Village's Comprehensive Plan and meets the standards for granting a special use permit and recommended, by a vote of 6-0, approval of the request. Draft minutes of the PC meeting are included in Attachment 3.

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

Given the request includes a zoning variation to exceed the permitted impermeable lot coverage, it is important to note that the Village Engineering Department has reviewed the proposed improvements and has determined that the existing drainage system on the Subject Property can handle the additional impermeable lot coverage and that the storm water will have to be directed to the on-site stormwater system.

Recommendation:

Given each of the three advisory bodies unanimously recommended approval of the requested relief for which it is responsible for providing recommendations to the Village Council, the Council may wish to (a) consider waiving introduction of Ordinance No. M-08-2022 and consider adoption of the Ordinance, OR (b) consider only introduction of Ordinance No. M-08-2022.

Attachments:

1. Ordinance No. M-08-2022: Granting an Amendment to a Special Use Permit, Variations from the Winnetka Zoning Ordinance, and a Certificate of Appropriateness for the Construction of Improvements to an Existing Playground Within the R-5 Single Family Residential Zoning District (275 Fairview Avenue)
2. March 10, 2022, ZBA Staff Report and Attachments and Excerpt of Draft March 14, 2022, ZBA Meeting Minutes
3. Excerpts of Draft March 17, 2022, DRB Meeting Minutes and Draft March 23, 2022, PC Meeting Minutes



ATTACHMENT 1

ORDINANCE NO. M-08-2022

**AN ORDINANCE GRANTING AN AMENDMENT TO A SPECIAL USE PERMIT,
VARIATIONS FROM THE WINNETKA ZONING ORDINANCE, AND
A CERTIFICATE OF APPROPRIATENESS FOR THE CONSTRUCTION OF
IMPROVEMENTS TO AN EXISTING PLAYGROUND
WITHIN THE R-5 SINGLE FAMILY RESIDENTIAL DISTRICT
(275 Fairview Avenue)**

WHEREAS, the Board of Education of Winnetka Public School District No. 36 (“*School District*”) is the record title owner of the property commonly known as 275 Fairview Avenue, Winnetka, Illinois, and legally described in **Exhibit A** attached to and, by this reference, made a part of this Ordinance (“*Subject Property*”); and

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

WHEREAS, the Subject Property consists of approximately 2.7 acres, improved with a school building located on the west side of the Subject Property, a playground located in the northeast corner of the Subject Property (“*Playground*”), as well as other playgrounds on the south side of the Subject Property, and various athletic courts located on the east side of the Subject Property, and accessory structures; and

WHEREAS, the Playground consists of outdoor playground equipment (collectively, “*Existing Equipment*”), a mulch-based play surface, and accessory improvements; and

WHEREAS, the School District operates a public school known as Greeley Elementary School (“*Elementary School*”) on the Subject Property; and

WHEREAS, pursuant to Section 17.12.020 of the Winnetka Zoning Ordinance (“*Zoning Ordinance*”), the operation of an elementary school is not permitted within the R-5 District without a special use permit; and

WHEREAS, in 2017, the Village Council approved Ordinance No. M-4-2017 (“*Special Use Ordinance*”) granting the School District a special use permit to allow for improvements to the existing playground located on the south side of the Subject Property (“*Special Use Permit*”); and

WHEREAS, the School District proposes to construct improvements to the Playground by: (i) removing the Existing Equipment and installing new playground equipment (“*Proposed Equipment*”); (ii) removing the mulch-based play surface and installing a rubberized play surface; and (iii) making other ancillary improvements to the Playground (collectively, the “*Proposed Improvements*”); and

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

April 19, 2022

M-08-2022

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

WHEREAS, pursuant to Section 17.30.030.B of the Zoning Ordinance, the maximum total area of impermeable lot coverage for the Subject Property is 58,813.5 square feet; and

WHEREAS, pursuant to Section 17.30.030.C of the Zoning Ordinance, the maximum front yard lot coverage for the Subject Property is 3,060 square feet; and

WHEREAS, pursuant to Section 17.30.050 of the Zoning Ordinance, the minimum front yard setback from Hawthorne Lane for the Proposed Equipment is 30 feet; and

WHEREAS, the School District desires to construct and operate the Proposed Improvements in a manner that will: (i) increase the total area of impermeable surfaces on the Subject Property from approximately 86,404 square feet to approximately 90,380 square feet; (ii) increase the front yard lot coverage for the Subject Property from approximately 4,856 square feet to approximately 7,285 square feet; and (iii) decrease the front yard setback from Hawthorne Lane, from approximately 10.75 feet for the Existing Equipment, to approximately 5.83 feet for the Proposed Equipment; and

WHEREAS, the School District filed an application for: (i) variations from Sections 17.30.030.B, 17.30.030.C, and 17.30.050 of the Zoning Ordinance to permit the construction of the Proposed Improvements (collectively, the “*Variations*”); (ii) an amendment to the Special Use Permit pursuant to Sections 17.12.020 and Chapter 17.56 of the Zoning Ordinance to allow the construction and operation of the Proposed Improvements on the Subject Property within the R-5 District (“*Special Use Permit Amendment*”); and (iii) a certificate of appropriateness pursuant to Section 15.40.010 of the Winnetka Village Code (“*Village Code*”) (the Variations, Special Use Permit Amendment, and Certificate of Appropriateness are, collectively, the “*Requested Relief*”); and

WHEREAS, on March 14, 2022, after due notice thereof, the Zoning Board of Appeals (“*ZBA*”) conducted a public hearing on the Requested Relief and, by a vote of four in favor and none opposed, recommended that the Village Council approve the Requested Relief; and

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

WHEREAS, on March 17, 2022, after due notice thereof, the Design Review Board of the Village met to consider a Certificate of Appropriateness for the Proposed Improvements, and by a vote of four in favor and none opposed, recommended the issuance of a Certificate of Appropriateness for the Proposed Improvements; and

WHEREAS, on March 23, 2022, after due notice thereof, the Plan Commission conducted a public hearing on the proposed Special Use Permit Amendment and, by a vote of six in favor and none opposed, recommended that the Village Council approve the Special Use Permit Amendment; and

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

WHEREAS, the Village Council has determined that approval of the proposed Special Use Permit Amendment satisfies the standards for the approval of special use permits within the R-5 District set forth in Chapter 17.56 of the Zoning Ordinance; and

WHEREAS, the Village Council has determined that approval of the Requested Relief and the Certificate of Appropriateness for the construction and operation of the Proposed Improvements on the Subject Property within the R-5 District is in the best interest of the Village and its residents; and

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

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

SECTION 2: APPROVAL OF SPECIAL USE PERMIT AMENDMENT. Subject to, and contingent upon, the terms and conditions set forth in Section 5 of this Ordinance, the Special Use Permit Amendment is hereby granted, pursuant to Chapter 17.56 and Section 17.12.020 of the Zoning Ordinance and the home rule powers of the Village, to allow the construction and operation of the Proposed Improvements on the Subject Property within the R-5 District.

SECTION 3: APPROVAL OF VARIATIONS. Subject to, and contingent upon, the terms, conditions, restrictions, and provisions set forth in Section 5 of this Ordinance, the following variations are hereby granted with respect to the Subject Property, in accordance with and pursuant to Chapter 17.60 of the Zoning Ordinance and the home rule powers of the Village:

- A. Area of Impermeable Surfaces. A variation from Section 17.30.030.B of the Zoning Ordinance to permit a total of 90,380 square feet of impermeable surface.
- B. Front Yard Lot Coverage. A variation from Section 17.30.030.C of the Zoning Ordinance to permit a total front yard lot coverage of 7,285 square feet.
- C. Front Yard Setback. A variation from Section 17.30.050 of the Zoning Ordinance to permit a front yard setback of 5.83 feet from Hawthorne Lane.

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

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

- A. Commencement of Construction. The School District must commence the construction of the Proposed Improvements 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 Improvements and the Subject Property must comply at all times with all applicable Village codes and ordinances, as they have been or may be amended over time.
- C. Compliance with Plans. The development, use, and maintenance of the Proposed Improvements at the Subject Property must be in general accordance with the following documents and plans, except for minor changes and site work approved by the Director of Community Development or the Director of Public Works (within their respective permitting authority) in accordance with all applicable Village codes, ordinances, and standards:
 - 1. The Proposed Location Plan prepared by Kathryn Talty Landscape Architecture, consisting of one sheet, and with a latest revision date of January 28, 2022, attached to and, by this reference made a part of this ordinance as **Exhibit B**;
 - 2. The Proposed Site Plan prepared by Kathryn Talty Landscape Architecture, consisting of one sheet, and with a latest revision date of February 8, 2022, attached to and, by this reference made a part of this ordinance as **Exhibit C**;
 - 3. The Site Photos prepared by Kathryn Talty Landscape Architecture, consisting of one sheet, and with a latest revision date of January 28, 2022, attached to and, by this reference made a part of this ordinance as **Exhibit D**;
 - 4. The Proposed Equipment List prepared by NuToys Leisure Products, consisting of two sheets, and with a latest revision date of January 18, 2022, attached to and, by this reference made a part of this ordinance as **Exhibit E**;
 - 5. The Proposed Structure Dimensions prepared by NuToys Leisure Products and Landscape Structures, consisting of one sheet, and with a latest revision date of January 13, 2022, attached to and, by this reference made a part of this ordinance as **Exhibit F**;
 - 6. The Proposed Equipment Renderings prepared by NuToys Leisure Products and Landscape Structures, consisting of three sheets, and with a latest revision date of February 11, 2022, attached to and, by this reference made a part of this ordinance as **Exhibit G**.
- D. Continued Effect of Special Use Permit. The Special Use Permit, as amended by this Special Use Permit Amendment, remains in full force and effect; provided,

however, that in the event of any conflict between the Special Use Permit and the Special Use Permit Amendment, the provisions of the Special Use Permit Amendment will control.

- E. Reimbursement of Village Costs. In addition to any other costs, payments, fees, charges, contributions, or dedications required under applicable Village codes, ordinances, resolutions, rules, or regulations, the School District 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 School District must pay upon demand all costs incurred by the Village for publications and recordings required in connection with the aforesaid matters.

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

SECTION 7: FAILURE TO COMPLY. Upon the failure or refusal of the School District to comply with any or all of the conditions, restrictions, or provisions of this Ordinance, in addition to all other remedies available to the Village, the approvals granted in Sections 2, 3, and 4 of this Ordinance will, at the sole discretion of the Village Council, by ordinance duly adopted, be revoked and become null and void; provided, however, that the Village Council may not so revoke the approvals granted in Sections 2, 3, and 4 of this Ordinance unless it first provides the School District with two months advance written notice of the reasons for revocation and an opportunity to be heard at a regular meeting of the Village Council. In the event of revocation, the development and use of the Subject Property will be governed solely by the regulations of the applicable zoning district and the applicable provisions of the Zoning Ordinance, as the same may be amended from time to time. Further, in the event of such revocation, the Village Manager and Village Attorney are hereby authorized and directed to bring such zoning enforcement action as may be appropriate under the circumstances.

SECTION 8: FUTURE AMENDMENT OF SPECIAL USE PERMIT. Any future amendments to the Special Use Permit Amendment granted in Section 2 of this Ordinance that may be requested by the School District after the effective date of this Ordinance may be granted only pursuant to the procedures, and subject to the standards and limitations, provided in the Zoning Ordinance.

SECTION 9: EFFECTIVE DATE.

- A. This Ordinance will be effective only upon the occurrence of all of the following events:
1. Passage by the Village Council in the manner required by law;
 2. Publication in pamphlet form in the manner required by law; and

3. The filing by the School District with the Village Clerk of an Unconditional Agreement and Consent in the form of **Exhibit H** 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 School District does not file with the Village Clerk a fully executed copy of the unconditional agreement and consent described in Section 9.A.3 of this Ordinance within 60 days after the date of passage of this Ordinance by the Village Council, the Village Council shall have the right, in its sole discretion, to declare this Ordinance null and void and of no force or effect.

PASSED this 19th day of April, 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: _____, 2022

Passed and Approved: _____, 2022

EXHIBIT A

LEGAL DESCRIPTION OF SUBJECT PROPERTY

All of Block 9, Lots 1 through 14 inclusive, and vacated alley in the Lake Shore Subdivision, Village of Winnetka, being a subdivision of Lot 1 in a subdivision of Nicholas Simons and Others of a part of the Fractional Southeast Quarter of Section 21 and a Fractional Southwest Quarter of Section 22, Township 42 North, Range 13 of the Third Principal Meridian, in Cook County, Illinois.

Commonly known as 275 Fairview Avenue, Winnetka, Illinois.

PIN: 05-21-406-001-0000

EXHIBIT B
PROPOSED PROJECT LOCATION PLAN
(SEE ATTACHED EXHIBIT B)

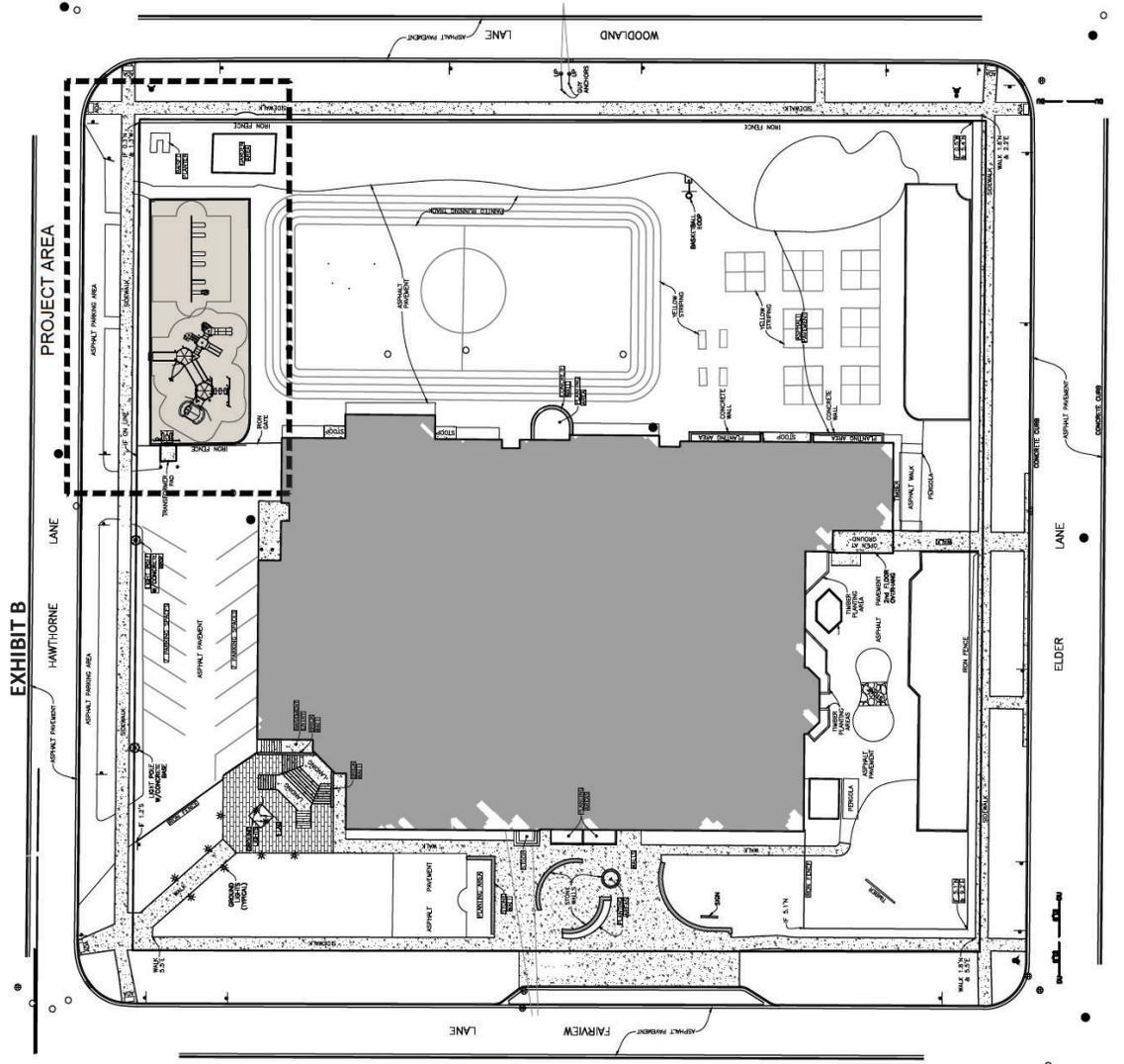


EXHIBIT B

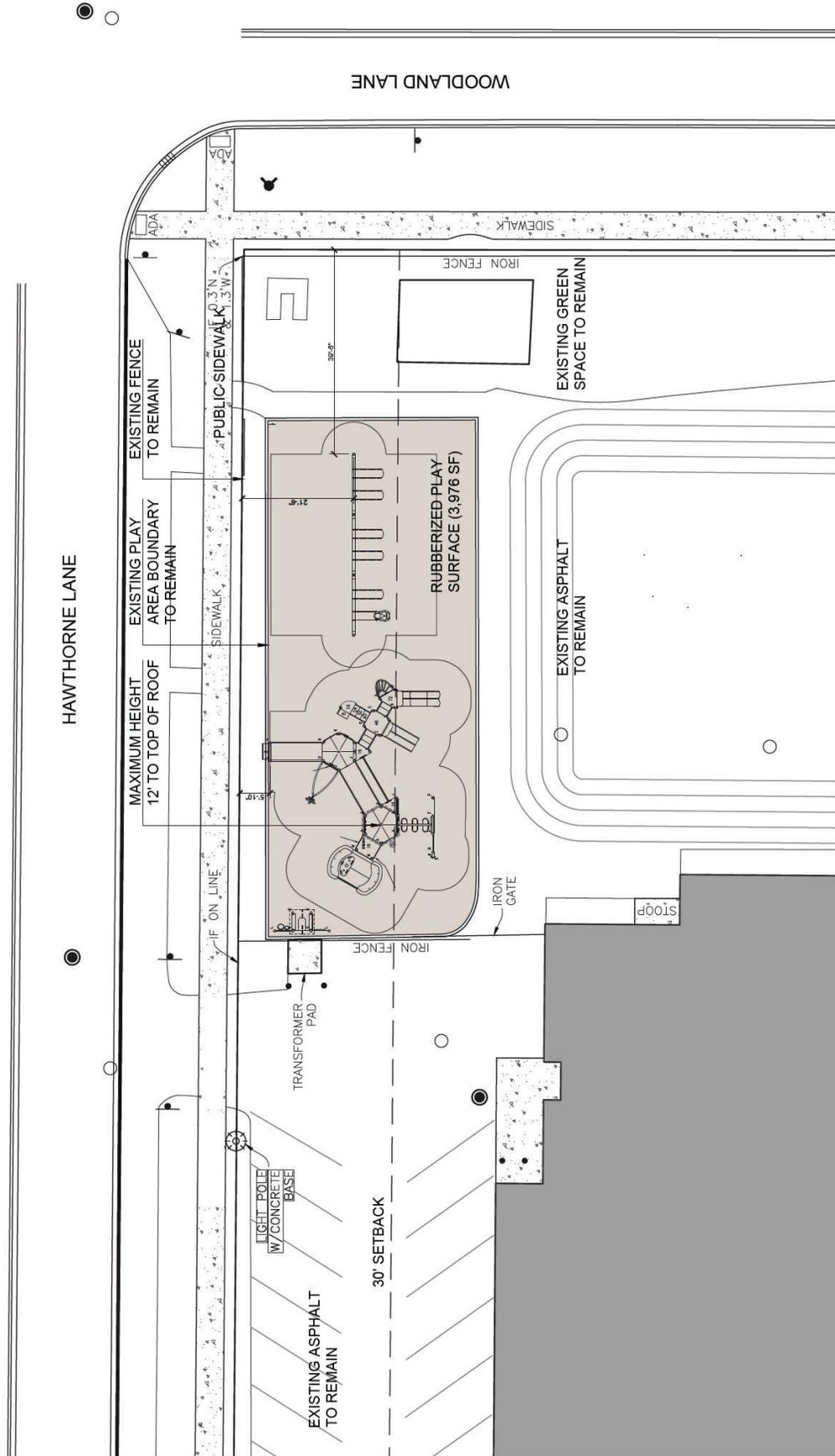
PROJECT LOCATION PLAN
SCALE: 1" = 50'-0"
0 25' 50'

SCHOOL DISTRICT 36 - GREELEY SCHOOL

PLAY AREA IMPROVEMENTS
WINNETKA, ILLINOIS

EXHIBIT C
PROPOSED SITE PLAN
(SEE ATTACHED EXHIBIT C)

EXHIBIT C



SITE PLAN
SCALE: 1" = 20'0"



Kathryn Talry
landscape architecture

Winnetka, Illinois 60093
847.672.5154
www.krtalrydesign.com

DATE: REV 02-08-22

SCHOOL DISTRICT 36 - GREELEY SCHOOL

PLAY AREA IMPROVEMENTS

WINNETKA, ILLINOIS

EXHIBIT D
SITE PHOTOS
(SEE ATTACHED EXHIBIT D)

EXHIBIT D



SITE PHOTOS
EXISTING EQUIPMENT TO BE REPLACED



SITE PHOTOS
STREET VIEW

PLAY AREA IMPROVEMENTS

WINNETKA, ILLINOIS

SCHOOL DISTRICT 36 - GREELEY SCHOOL

EXHIBIT E
PROPOSED EQUIPMENT LIST
(SEE ATTACHED EXHIBIT E)

EXHIBIT E



Box 2121
La Grange, IL 60525
708-579-9055
708-579-0109 (fax)
1-800-526-6197

January 18, 2022

GREELEY ELEMETARY SCHOOL
WINNETKA, IL
OPTION 3 - REVISED
PLAYBOOSTER COMPONENT SYSTEM

<u>QTY.</u>	<u>NO.</u>	<u>DESCRIPTION</u>
5-12 Year Olds Play Equipment		
1	111346B	Ramp Exit Plate DB
2	156232A	Ramp w/Guardrails w/Curbs Meets ASTM
1	176081A	Canyon Climber
1	152907B	Deck Link w/Barriers Steel end panels 2 Steps
1	152907C	Deck Link w/Barriers Steel end panels 3 Steps
1	156915A	Pod Climber 16"Dk DB Right Mounted Handhold
1	176079A	Sunbeam Climber
1	152911C	Curved Transfer Module Right 48"Dk DB
2	178710A	Hexagon Tenderdeck
1	121948A	Kick Plate 8"Rise
1	111229A	Square Deck Extension
1	111228A	Square Tenderdeck
2	111231A	Triangular Tenderdeck
1	119646A	Tri-Deck Extension
5	191031A	Accessible Panel Curb
1	123844A	Braille Panel Above Deck
1	135731A	Chimes Reach Panel Above Deck
1	127953B	Handhold Panel
1	127953A	Handhold Panel Set
1	127439A	Navigator Reach Panel Above Deck
1	173564A	Optigear Panel Above Deck
1	164148A	Ring-A-Bell Reach Panel Above Deck
1	111357A	Chinning Bar Alum DB
1	201546A	Gyro Twister DB
1	153165A	Stationary Cyclor Accessible
1	141887B	Access/Landing Assembly Seat Barrier Left 16"Dk
1	130873A	Ring Pull
1	119805A	Single Beam Loop Horiz Ladder 84"
1	111404G	100"Alum Post DB
1	111404F	108"Alum Post DB
2	111404E	116"Alum Post DB
2	111404D	124"Alum Post DB
2	111404C	132"Alum Post DB
2	111404O	132"Steel Post DB 42" BURY
3	111404A	148"Alum Post DB

Greeley Elementary - Option 3

6	111403E	150"Alum Post For Roof DB
2	111405H	50"Alum Flush Post w/Standard Cap DB
2	111404J	76"Alum Post DB
2	111404I	84"Alum Post DB
3	111404H	92"Alum Post DB
1	130567A	Hex Shingle Roof
1	123331B	Double Slide 48"Dk DB
1	130390A	Double Swoosh Slide 72"Dk DB
1	138871A	Sway Fun Wheelchair Glider 16"Height
1	182503C	Welcome Sign (LSI Provided) Ages 5-12 years DB

2-12 Year Olds Clubhouse with Musical Panels

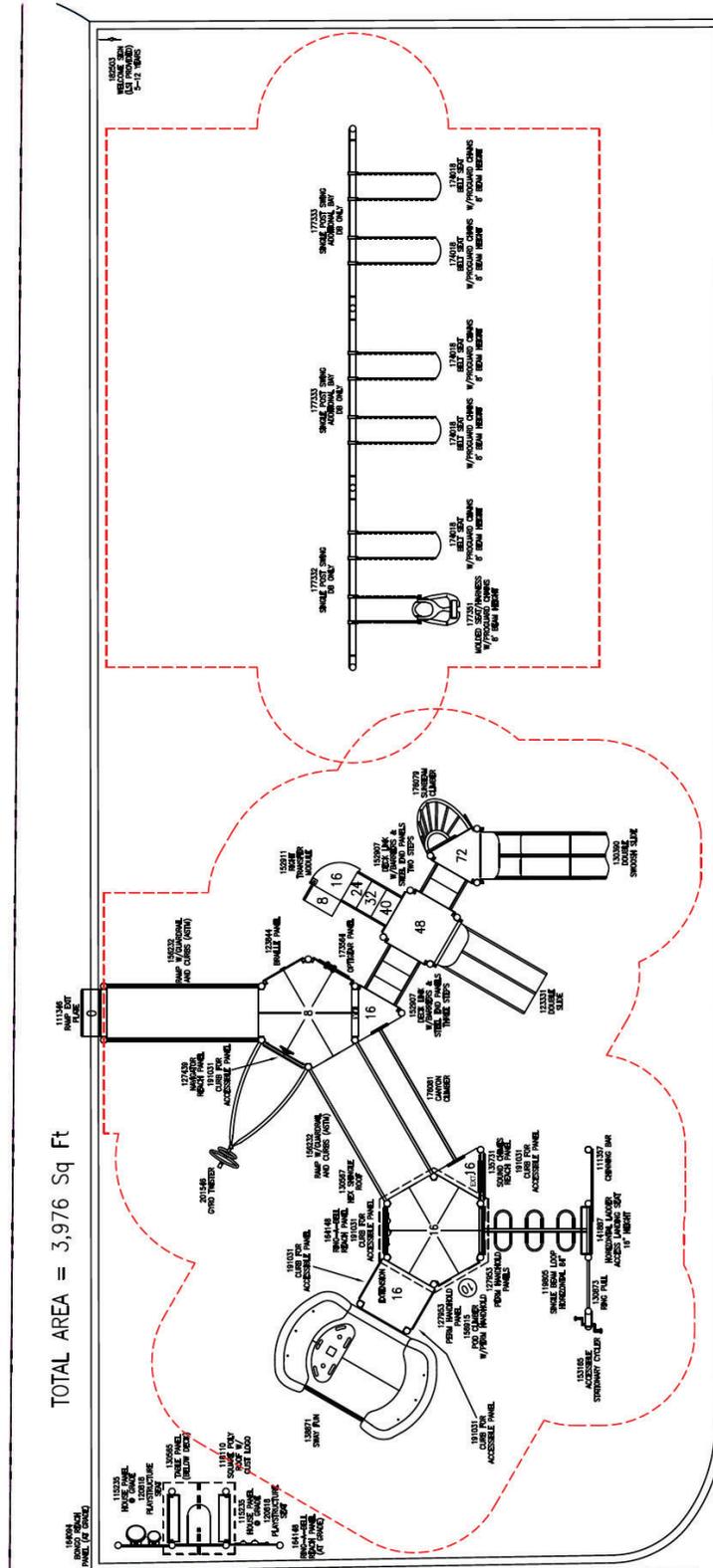
1	164094B	Bongo Reach Panel Ground Level
2	115235B	House Panel Ground Level
1	164148B	Ring-A-Bell Reach Panel Ground Level
1	130565A	Table Panel DB
2	120818A	Playstructure Seat
4	111403J	110"Alum Post For Roof DB
2	111404J	76"Alum Post DB
1	118110A	Square Poly Roof Custom Logo Panels GREELEY ELEMENTARY

**New 6-Place Single Post Swing Set
5 Belts and 1 ADA**

5	174018A	Belt Seat Proguard Chains 8' Beam
1	177351A	Molded Bucket Seat (5-12 yrs) w/Harness Proguard Chains 8' Beam
1	177332A	Single Post Swing Frame 8' Beam
2	177333A	Single Post Swing Frame Addtl Bay 8' Beam

EXHIBIT F
PROPOSED STRUCTURE DIMENSIONS
(SEE ATTACHED EXHIBIT F)

EXHIBIT F



landscape structures

 1-800-338-1877

SCALE: 1/8" = 1'-0"

GRENLEY ELEMENTARY SCHOOL
 WANNING, IL - OPTION 3
 11/26/2021 DRAWN BY: DS
 STRUCTURE DIMENSIONS:
 AREA REQUIRED:
 Copyright: Landscape Structures, Inc.

REVISED 1/13/2022

EXHIBIT G
PROPOSED EQUIPMENT RENDERINGS
(SEE ATTACHED EXHIBIT G)



EXHIBIT G



GREELEY ELEMENTARY SCHOOL

WNN22GRE3-3-1 • 02.11.2022



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GREELEY ELEMENTARY SCHOOL

WNN22GRE3-3-2 • 02.11.2022

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GREELEY ELEMENTARY SCHOOL

WNN22GRE3-3-3 • 02.11.2022



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EXHIBIT H
UNCONDITIONAL AGREEMENT AND CONSENT

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

WHEREAS, Board of Education of Winnetka Public School District No. 36 ("*School District*") is the record title owner of the property commonly known as 275 Fairview Avenue in the Village ("*Subject Property*"); and

WHEREAS, the School District proposes to construct improvements to the Playground located on the Subject Property ("*Proposed Improvements*"); and

WHEREAS, Ordinance No. M-08-2022, adopted by the Village Council on April 19, 2022 ("*Ordinance*"), grants to the School District variations from the provisions of the Winnetka Zoning Ordinance, an amendment to a special use permit, and a Certificate of Appropriateness to permit the construction of the Proposed Improvements on the Subject Property (collectively, the "*Requested Relief*"); and

WHEREAS, Section 9 of the Ordinance provides, among other things, that the Ordinance will be of no force or effect unless and until the School District 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 School District does hereby agree and covenant as follows:

1. The School District does hereby unconditionally agree to accept, consent to, and abide by each and all of the terms, conditions, limitations, restrictions, and provisions of the Ordinance.
2. The School District 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 School District acknowledges and agrees that the Village is not and will not be, in any way, liable for any damages or injuries that may be sustained as a result of the Village's grant of the Requested Relief for the Subject Property or its adoption of the Ordinance, and that the Village's approvals do not, and will not, in any way, be deemed to insure the School District against damage or injury of any kind and at any time.
4. The School District does hereby agree to hold harmless and indemnify the Village, the Village's corporate authorities, and all Village elected and appointed officials, officers, employees, agents, representatives, and attorneys, from any and all claims that may, at any time, be asserted against any of such parties in connection with the Village's adoption of the Ordinance granting the Requested Relief for the Subject Property.

5. The School District 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:

**BOARD OF EDUCATION OF WINNETKA
PUBLIC SCHOOL DISTRICT NO. 36**

By: _____
Its: _____

By: _____
Its: _____



MEMORANDUM
VILLAGE OF WINNETKA

COMMUNITY DEVELOPMENT DEPARTMENT

TO: ZONING BOARD OF APPEALS
FROM: ANN KLAASSEN, SENIOR PLANNER
DATE: MARCH 10, 2022
SUBJECT: 275 FAIRVIEW AVENUE - GREELEY ELEMENTARY SCHOOL
SPECIAL USE PERMIT (CASE NO. 22-08-SU)

INTRODUCTION

On March 14, 2022, the Zoning Board of Appeals is scheduled to hold a public hearing on an application submitted by Kathryn Talty Landscape Architecture (the "Applicant") on behalf of Winnetka Public School District 36, as the owner of the property located at 275 Fairview Avenue (the "Subject Property"). The Applicant is proposing improvements to an existing playground located on the northeast corner of the Subject Property and requests approval of the following relief:

1. Approval of an amendment to an existing **Special Use Permit** that allowed playground improvements. The requested amendment would allow improvements to the existing playground located on the northeast corner of the Subject Property located in the R-5 Single-Family Residential Zoning District; and
2. Approval of the following **zoning variations**:
 - a. Impermeable Lot Coverage (ILC) of 90,380 square feet, whereas a maximum of 58,813.5 square feet is permitted, a variation of 31,566.5 square feet (53.67%) [Section 17.30.030 – Intensity of Use of Lot] [Note: The site currently contains 86,404 square feet of ILC. The proposed improvement would add 3,976 square feet];
 - b. Front Yard Lot Coverage (FYLC) of 7,285 square feet, whereas a maximum of 3,060 square feet is permitted, a variation of 4,225 square feet (138.07%) [Section 17.30.030 – Intensity of Use of Lot] [Note: The site currently contains 4,856 square feet of FYLC. The proposed improvement would add 2,429 square feet]; and
 - c. Front Yard Setback of 5.83 feet from Hawthorn Lane to the proposed play equipment, whereas a minimum of 30 feet is required, a variation of 24.17 feet (80.57%) [Section 17.30.050 – Front and Corner Yard Setbacks] [Note: The existing play equipment, which would be replaced, currently provides a front yard setback of 10.75 feet from Hawthorn Lane].

A sign has been posted on the Subject Property indicating the time and date of the ZBA public hearing. A mailed notice has been sent to property owners within 250 feet of the Subject Property, in compliance with the Zoning Ordinance. The hearing was properly noticed in the *Winnetka Talk* on February 24, 2022. As of the date of this memo, staff has not received any written comment from the public regarding this application.

The Village Council has final jurisdiction on this request as only the Council has the authority to grant or amend a Special Use Permit or to grant a variation to (i) exceed the permitted intensity of use by more than 20% and (ii) reduce a front yard setback by more than 50% of the required setback.

PROPERTY DESCRIPTION

The Subject Property, which is approximately 2.7 acres (117,627 square feet) in size, is located on the east side of Fairview Avenue between Hawthorn and Elder Lanes and contains Greeley Elementary School (see Figure 1). The Subject Property has four front yards, with street frontage along Hawthorn Lane to the north, Woodland Avenue to the east, Elder Lane to the south, and Fairview Avenue to the west.

The Comprehensive Plan designates the Subject Property as appropriate for “Public/Semi-Public” uses. The property is zoned R-5 Single Family Residential, and it is surrounded by R-5 Single Family Residential and also bordered by R-4 Single Family Residential to the north (see Figure 2).

In addition to single-family residential uses, the R-5 District allows a limited range of additional uses by Special Use Permit. Allowed Special Uses in the R-5 District include (a) church or temple; (b) public school, elementary and high, or private school having a curriculum equivalent to a public elementary school, public high school or public institution of higher learning; and (c) library.

The Applicant’s use of the Subject Property as a school is generally consistent with the Comprehensive Plan land use designation and the R-5 zoning district.

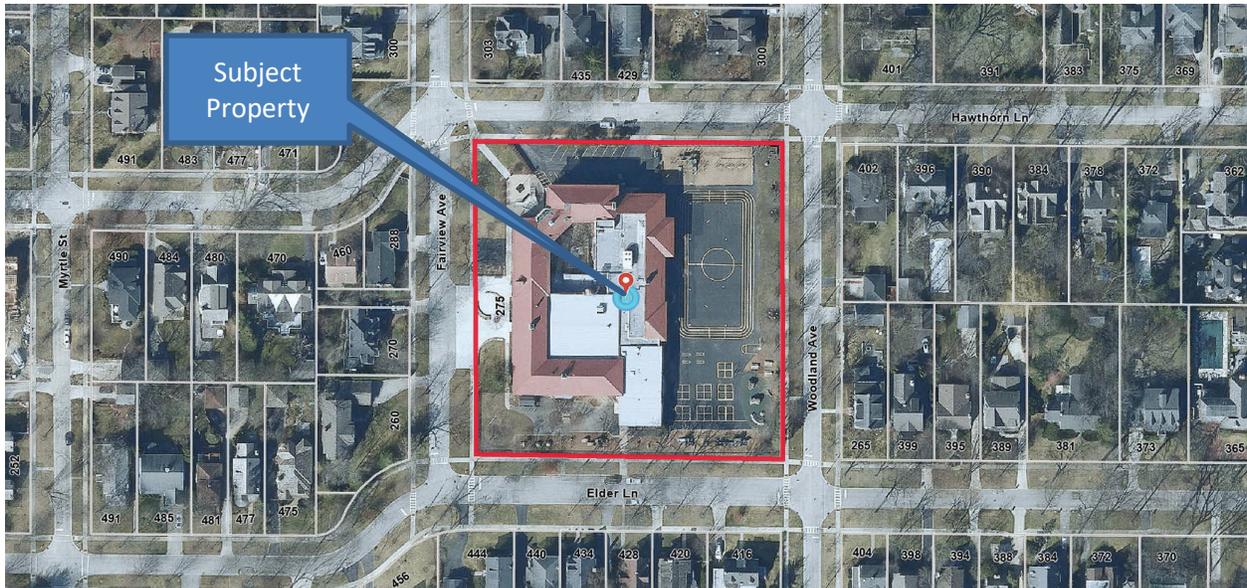


Figure 1 – Aerial Map

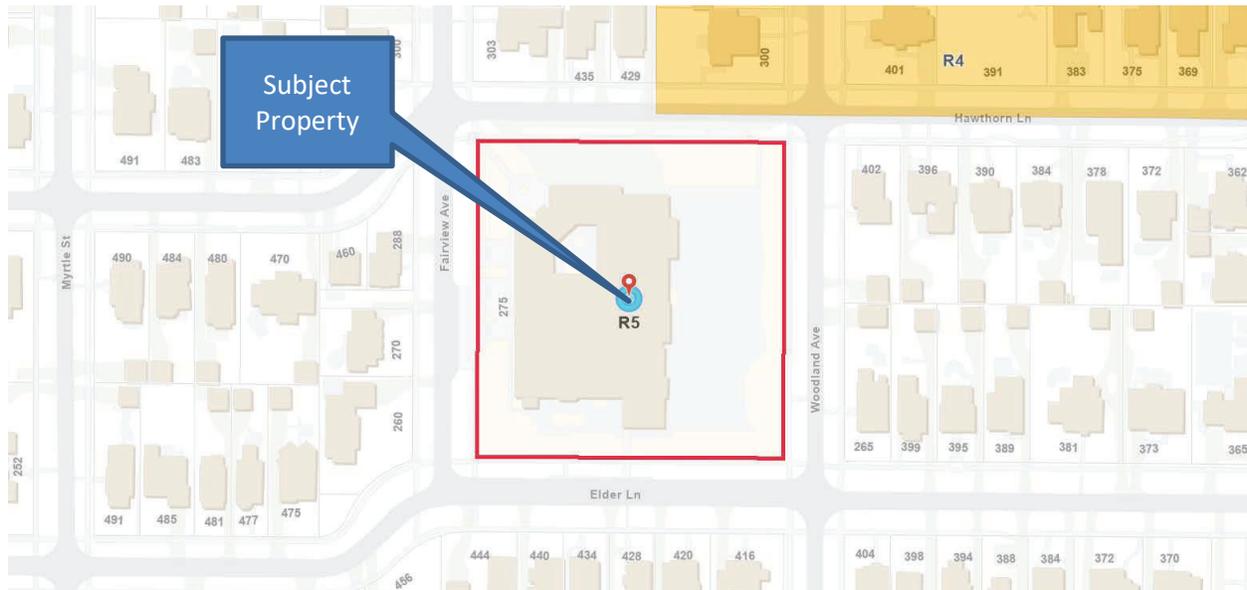


Figure 2 – Zoning Map

PROPERTY HISTORY AND PREVIOUS ZONING APPLICATIONS

Greeley School was constructed circa 1912. Significant additions were constructed in 1923, 1954 and 2008. There are nine (9) previous zoning cases on file for the Subject Property:

1. In 1964, ZBA Case No. 928 was approved for a front yard setback variation to allow a classroom structure;
2. In 1994, ZBA Case No. 1608 was approved for a special use permit and a variation to allow a storage shed;
3. Ordinance M-577-99 was adopted in June 1999 by the Village Council, granting front yard setback variations from Elder and Hawthorn Lanes, and Woodland Avenue to allow replacement of playground equipment;
4. In 1999, ZBA Case No. 99-29-SU was a request to expand the parking lot that would have exceeded the permitted impermeable lot coverage and added parking spaces that would not have met the required front yard setback. The application was withdrawn;
5. Ordinance M-6-2007 was adopted in May 2007 by the Village Council, granting a Special Use Permit and variations to allow construction of a two-story addition on the northeast corner of the existing school building. The approved variations were for (a) GFA; (b) roofed lot coverage; and (c) impermeable lot coverage;
6. In 2014, ZBA Case No. 14-11-SU was a request to install play equipment that would not have met the required front yard setbacks from Elder Lane and Woodland Avenue. The application was withdrawn;
7. Ordinance M-3-2015 was adopted in January 2015 by the Village Council, granting a Special Use permit and variations to allow an outdoor classroom and playground improvements. The approved variations were for the required front yard setbacks from Elder Lane and Woodland Avenue;
8. In 2016, ZBA Case No. 16-20-SU was a request to replace the kindergarten playground equipment that would not have met the required front yard setback from Elder Lane. The application was withdrawn; and
9. Ordinance M-4-2017 was adopted in May 2017 by the Village Council, granting a Special Use Permit and a variation to allow improvements to the kindergarten playground. The approved variation was for the required front yard setback from Elder Lane.

The Ordinances previously listed are included in this report as Attachment C.

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



Figure 3 – Subject Property – Northeast Playground - Looking South



Figure 4 - Subject Property – Northeast Playground – Looking West

PROPOSED PLAN

The proposed playground improvements are limited to the existing playground located on the northeast corner of the Subject Property. The existing play equipment would be replaced with new equipment of a similar style within the existing established play area. The existing mulch (fiber) play surface would be replaced with rubberized surfacing to provide improved accessibility for students with mobility challenges. The rubberized surface area would measure 3,976 square feet.

The proposed equipment would be in a palette of green and brown and supplied by NuToys Leisure Products, specifically from the manufacturer Landscape Structures. The tallest piece of equipment would be 12 feet in height.

An excerpt of the proposed site plan and renderings of the proposed equipment are provided on the next page as Figures 5 and 6. The complete set of plans are provided in the application materials, which are included in this report as Attachment B.

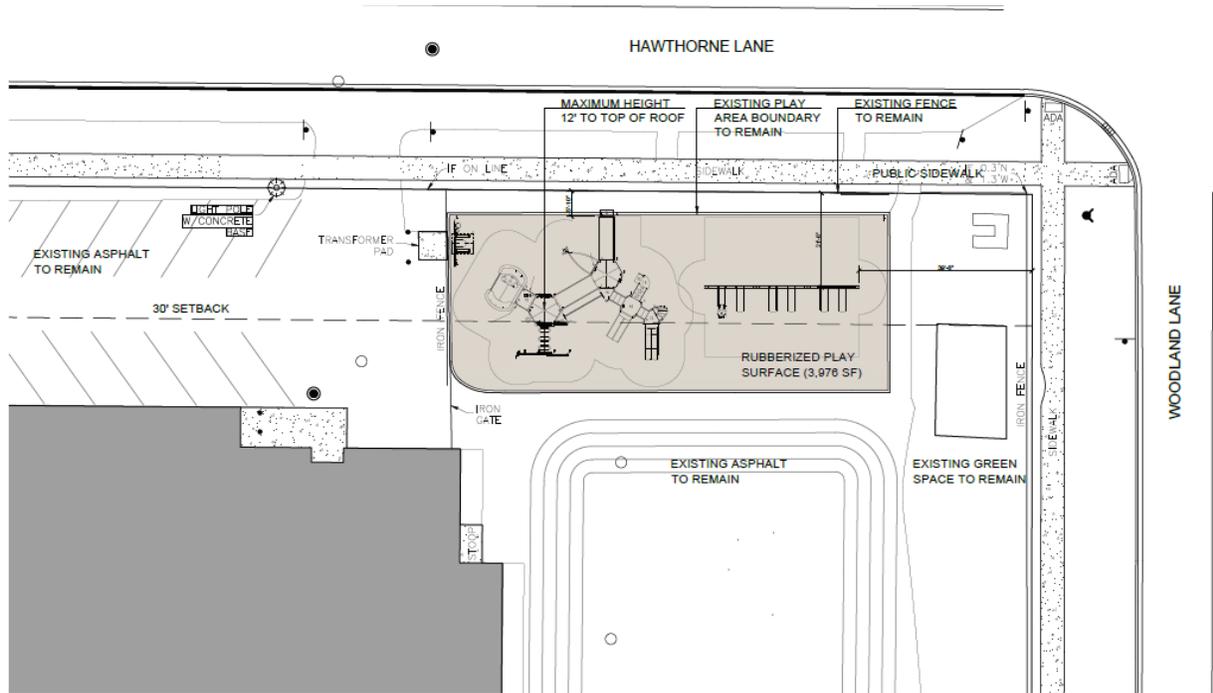


Figure 5 – Excerpt of Proposed Site Plan



Figure 6 – Rendering of Proposed Play Equipment

Given the ZBA often receives questions regarding the stormwater regulations applicable to a specific request being considered by the ZBA, it is worth noting that the Applicant is currently working with Village Engineering staff to comply with the Village stormwater regulations. Figure 7 on the following page represents the Subject Property's proximity to the floodplain; the cyan represents the 100-year flood area.



Figure 7 - GIS Floodplain Map

REQUESTED ZONING RELIEF

The attached zoning matrix highlights the existing lot and the proposed improvements’ compliance with the R-5 zoning district (Attachment A). Three variations are being requested to allow the proposed playground improvements: (1) impermeable lot coverage; (2) front yard lot coverage; and (3) front yard setback.

Impermeable Lot Coverage (ILC). The maximum permitted ILC in the R-5 District is 50% of the lot area. The maximum allowed ILC on the Subject Property is 58,813.5 square feet. The site currently contains 86,404 square feet of ILC, exceeding the maximum permitted ILC by 27,590.5 square feet. The increase in ILC with the proposed rubberized play surface for the playground is 3,976 square feet; bringing the total ILC to 90,380 square feet, whereas a maximum of 58,813.5 square feet is permitted, a variation of 31,566.5 square feet (53.67%).

Front Yard Lot Coverage (FYLC). The maximum permitted FYLC in the R-5 zoning district is 30% of the minimum required front yard, which means no more than 30% of the area measured 30 feet from the front property line may be covered with impermeable surfaces. The maximum allowed FYLC on the Subject Property is 3,060 square feet. The intent of this standard is twofold: (1) to limit the amount of hard surface area located within the required front yard and; (2) to discourage vehicles from parking within the required front yard. The existing improvements within the 30-foot front yard along Hawthorn Lane consist of 4,856 square feet of FYLC, exceeding the maximum permitted FYLC by 1,796 square feet. Nearly two-thirds (2,429 square feet) of the proposed rubberized play surface would be located within the required front yard; bringing the total FYLC to 7,285 square feet, whereas a maximum of 3,060 square feet is permitted, a variation of 4,225 square feet (138.07%).

Front Yard Setback (Hawthorn Lane). The minimum required front yard setback in the R-5 District is 30 feet. The existing play equipment, which is to be replaced, currently provides a front yard setback from Hawthorn Lane of 10.75 feet. The proposed piece of equipment that would be located closest to the north property line along Hawthorn Lane would be setback 5.83 feet, whereas a minimum of 30 feet is required, a variation of 24.17 feet (80.57%).

CONSIDERATION BY OTHER ADVISORY BOARDS/COMMISSIONS

The Design Review Board is scheduled to consider a Certificate of Appropriateness for the proposed playground improvements on March 17, 2022.

The Plan Commission is scheduled to consider the Special Use Permit on March 23, 2022.

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

FINDINGS

In the attached application materials submitted by the Applicant, the Applicant has provided a statement of justification regarding how the requested Special Use Permit and variations meet the standards for granting the requested Special Use Permit and zoning variations. Does the ZBA find that the requested amendment to an existing Special Use Permit and variations meet the standards for granting such special use and variations; and if so, is the ZBA prepared to make a recommendation to the Village Council regarding the requested relief? If so, a ZBA member may wish to make a motion recommending approval or recommending denial based upon the following:

Move to recommend **approval [denial]** of the requested amendment to the existing special use that allowed playground improvements for the public elementary school on the Subject Property granted by Ordinance M-4-2017 and the following zoning variations: (1) impermeable lot coverage; (2) front yard lot coverage; and (3) front yard setback to allow improvements to the existing playground located on the northeast corner of the Subject Property, based on evidence in the record, or a public document, and upon the following findings of fact:

1. The proposed playground improvements are consistent with the Standards for the granting of Special Use Permits, as follows:
 - a. That the establishment, maintenance and operation of the special use will not be detrimental to or endanger the public health, safety, comfort, morals or general welfare;
 - b. That the special use will not be substantially injurious to the use and enjoyment of other property in the immediate vicinity which are permitted by right in the district or districts of concern, nor substantially diminish or impair property values in the immediate vicinity;
 - c. That the establishment of the special use will not impede the normal and orderly development or improvement of other property in the immediate vicinity for uses permitted by right in the district or districts of concern;
 - d. That adequate measures have been or will be taken to provide ingress and egress in a manner which minimizes pedestrian and vehicular traffic congestion in the public ways;
 - e. That adequate parking, utilities, access roads, drainage and other facilities necessary to the operation of the special use exist or are to be provided; and
 - f. That the special use in all other respects conforms to the applicable regulations of this and other Village ordinances and codes.
2. The requested zoning variations to allow:

- a. Impermeable Lot Coverage (ILC) of 90,380 square feet, whereas a maximum of 58,813.5 square feet is permitted, a variation of 31,566.5 square feet (53.67%) [Section 17.30.030 – Intensity of Use of Lot];
- b. Front Yard Lot Coverage (FYLC) of 7,285 square feet, whereas a maximum of 3,060 square feet is permitted, a variation of 4,225 square feet (138.07%) [Section 17.30.030 – Intensity of Use of Lot]; and
- c. Front Yard Setback of 5.83 feet from Hawthorn Lane to the proposed play equipment, whereas a minimum of 30 feet is required, a variation of 24.17 feet (80.57%) [Section 17.30.050 – Front and Corner Yard Setbacks].

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

1. The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by regulations in that zone.
2. The plight of the owner is due to unique circumstances. Such circumstances must be associated with the characteristics of the property in question, rather than being related to the occupants.
3. The variation, if granted, will not alter the essential character of the locality.
4. An adequate supply of light and air to the adjacent property will not be impaired.
5. The hazard from fire and other damages to the property will not be increased.
6. The taxable value of the land and buildings throughout the Village will not diminish.
7. The congestion in the public street will not increase.
8. The public health, safety, comfort, morals, and welfare of the inhabitants of the Village will not otherwise be impaired.

[The amendment to the special use for the playground improvements and the requested variations should only be approved subject to the following conditions...]

ATTACHMENTS

Attachment A: Zoning Matrix

Attachment B: Application Materials

Attachment C: Ordinance M-577-99, adopted June 16, 1999
 Ordinance M-6-2007, adopted May 15, 2007
 Ordinance M-3-2015, adopted January 20, 2015
 Ordinance M-4-2017, adopted May 16, 2017

ATTACHMENT A

ZONING MATRIX

ADDRESS: 275 Fairview Avenue - Greeley Elementary School

CASE NO: 22-08-SU

ZONING: R-5

ITEM	MIN/MAX REQUIREMENT	EXISTING	PROPOSED	DIFFERENCE BETWEEN PROPOSED & EXISTING	ZONING CODE COMPLIANCE (2)
Min. Lot Size	8,900 SF	117,627 SF	N/A	N/A	OK
Min. Average Lot Width	70 FT	339.82 FT	N/A	N/A	OK
Min. Lot Depth	120 FT	346.14 FT	N/A	N/A	OK
Max. Roofed Lot Coverage	29,406.75 SF (1)	36,453.88 SF	36,453.88 SF	0 FT	EXISTING NONCONFORMING
Max. Gross Floor Area	28,869.21 SF (1)	73,424.74 SF	73,424.74 SF	0 FT	EXISTING NONCONFORMING
Max. Impermeable Lot Coverage	58,813.5 SF (1)	86,404 SF	90,380 SF	3,976 SF	31,566.5 SF (53.67%) VARIATION
Max. Front Yard Lot Coverage (Hawthorn)	3,060 SF	4,856 SF	7,285 SF	2,429 SF	4,225 SF (138.07%) VARIATION
Min. Front Yard (Hawthorn/North)	30 FT	10.75 FT (3)	5.83 FT	-4.92 FT	24.17 FT (80.57%) VARIATION
Min. Front Yard (Fairview/West)	30 FT	49.15 FT	49.15 FT	0 FT	OK
Min. Front Yard (Elder/South)	30 FT	11 FT (3)	11 FT (3)	0 FT	EXISTING NONCONFORMING
Min. Front Yard (Woodland/East)	30 FT	7 FT (3)	7 FT (3)	0 FT	EXISTING NONCONFORMING

NOTES:

(1) Based on lot area of 117,627 s.f.

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

(3) Setback to existing play equipment.

VILLAGE OF WINNETKA, ILLINOIS
DEPARTMENT OF COMMUNITY DEVELOPMENT

SPECIAL USE PERMIT APPLICATION

Case No. 22-08-SU

Property Information

Site Address: Greeley School - 275 Fairview Avenue, Winnetka, IL 60093

Applicant Information

Name: Kathryn Talty Landscape Architecture

Primary Contact: Kathryn Talty

Address: 45 Longmeadow Road

City, State, ZIP: Winnetka, IL 60093

Phone No. 847-612-5154

Email: kathryn@ktlandarch.com

Architect Information

Name: _____

Primary Contact: _____

Address: _____

City, State, ZIP: _____

Phone No. _____

Email: _____

Owner Information

Name: Winnetka Public School District 36

Primary Contact: Brad Goldstein

Address: 1235 Oak Street

City, State, ZIP: Winnetka, IL 60093

Phone No. 847-446-9400

Email: bradgoldstein@winnetka36.org

Attorney Information

Name: _____

Primary Contact: _____

Address: _____

City, State, Zip: _____

Phone No. _____

Email: _____

Applicant Signature: _____



Property Owner Signature: _____



Printed Name of Owner: BRAD GOLDSTEIN

Date: 01/31/22

Date: 1/31/2022

Greeley School Playground Enhancements
Project narrative

School District 36 respectfully submits this application for a zoning variance and special use permit to enhance the existing Northeast playground on its Greeley School campus. As part of an ongoing commitment to maintain its facilities, the School District seeks to replace several pieces of vintage play equipment that have aged beyond their useful life.

The vintage equipment will be replaced by new equipment of similar style. All new play equipment will be located in an established play area that has contained the previously existing equipment. Within the play area, the fiber play surfacing will be replaced with rubberized surfacing under all equipment in accordance with all safety requirements.

The school stakeholders' (including teachers, students, parents and the nurse) feedback was sought and the equipment was selected with this input in mind. Attention was focused on adding play pieces that allow the greatest opportunity for inclusive play, serving all the students that attend the school. The addition of the rubberized surface will provide a more accessible route to the equipment for students with mobility issues.

The School District seeks approval to install this play equipment during the school's summer break with a planned commencement of June 2022.

Special Use Standards Commentary – Greeley School

1. *That the establishment, maintenance, and options of the Special Use will not be detrimental to or endanger the public health, safety, comfort, morals, or general welfare;*

Greeley School seeks approval of this Special Use to allow the replacement of aging play equipment and the installation of rubberized safety surface in their existing Northeast playground. The new surface will provide a more accessible route for students with mobility issues. The renovation of the existing play area will provide a safe, inclusive play experience for all Greeley students. The project will be installed observing public health, safety, comfort, morals and general welfare.

2. *That the Special Use will not substantially injurious to the use and enjoyment of other property in the immediate vicinity which are permitted by right in the district or districts of concern, nor substantially diminish or impair property values in the immediate vicinity;*

The renovation to the Greeley School playground is confined to the boundaries of the existing playground area. The playground will be appropriately maintained and safety measures and guidelines will be followed throughout installation process. The current plans meet safety regulations and the structures themselves are attractive.

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

The current plan will only affect the Northeast playground. The playground location and area will not be changed. The design is in keeping with the type and rough dimensions of the existing equipment with improved quality. The surrounding neighborhood will not be impacted negatively nor will normal, orderly development be impeded.

4. *That adequate measures have been or will be taken to provide ingress and egress in a manner which minimize pedestrian and vehicular traffic congestion in the public ways;*

The installation of the new playground equipment will in no way impede the normal activities that occur around Greeley School. The pedestrian and vehicular traffic will remain unchanged by the replacement of the play equipment. Furthermore, the District will use good judgment and decision making as to when the equipment will be installed, ensuring, to the best of our ability, that traffic and sidewalks will not be obstructed for users.

5. *The adequate parking, utilities, access roads, drainage, and other facilities necessary to the operation of the Special Use exits or are to be provided;*

The playground project does not require changes to existing parking, roads, drainage or facilities. The District will ensure that any disruption to the neighbors due to the installation of the new equipment will be minimal. We will provide information to the neighbors regarding the installation process.

6. *That the Special Use in all other respects conforms to the applicable regulations of this and other village ordinances and code.*

The School District is obliged to follow the safety rules and regulations stated in school code, which ensures a safe playground for children to enjoy. The School District will comply with all Village regulations, ordinances and codes in this process.

VILLAGE OF WINNETKA, ILLINOIS
DEPARTMENT OF COMMUNITY DEVELOPMENT

ZONING VARIATION APPLICATION

Case No. 22-08-SU

Property Information

Site Address: Greeley School - 275 Fairview Avenue, Winnetka, IL 60093

Owner Information

Name: Winnetka Public School District 36

Address: 1235 Oak Street

City, State, ZIP: Winnetka, IL 60093

Email: bradgoldstein@winnetka36.org

Primary Contact: Brad Goldstein

Phone No. 847-446-9400

Date property acquired by owner: 01/01/1913

Architect Information

Name: Kathryn Talty Landscape Architecture, Inc.

Primary Contact: Kathryn Talty

Address: 45 Longmeadow Road

City, State, ZIP: Winnetka, IL 60093

Phone No. 847-612-5154

Email: kathryn@ktlandarch.com

Attorney Information

Name: _____

Primary Contact: _____

Address: _____

City, State, Zip: _____

Phone No. _____

Email: _____

Nature of any restrictions on property: Institutional use (school) within a residentially zoned district. The Property has existing non-conformances exceeding allowed impermeable surface and a front-yard setback encroachment.

Brief explanation of variation(s) requested (attach separate sheet providing additional details): Winnetka Public School District 36 requests three variances: to increase the total impermeable surface on the lot and in the front-yard setback in order to install rubberized play surfacing under a renovated play area on campus and the installation of play equipment within a front-yard setback.

Property Owner Signature: _____

Date: 02/10/2022

Standards for Granting Zoning Variation – Greeley School

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

Greeley School seeks approval of the following variances: to exceed the allowed impermeable surface on the lot, to exceed the allowed impermeable surface within the front yard setback and the installation of play equipment structures within the front yard setback. If granted, these variances will allow the replacement of aging play equipment and the installation of rubberized safety surface in their existing north playground. The new surface will provide an accessible route for students with mobility issues or other physical challenges. As Greeley School provides an inclusive environment that serves students of all capabilities, it is imperative to the educational process that every student can access the play equipment on site.

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

Greeley School occupies a parcel that, though limited in size, must accommodate the multitude of everyday activities associated with the educational process of students of all abilities.

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

The proposed, renovated Greeley School playground is being installed in the current location of the existing play area. This placement will not alter the character of the locality.

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

Nothing within the scope of the proposed work will impair the supply of light and air to adjacent properties.

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

Nothing within the scope of the proposed work will increase the hazard from fire or other damages to the property.

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

Winnetka's remarkable Public Schools have a positive effect on property values throughout the Village. The objective in upgrading the playgrounds is to maintain District 36's standards of excellence in inclusive education.

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

The installation of the new playground equipment will in no way increase the congestion in the Public Streets around Greeley School. The pedestrian and vehicular traffic will remain unchanged by the replacement of the play equipment. Furthermore, the District will use good judgment and

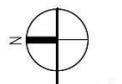
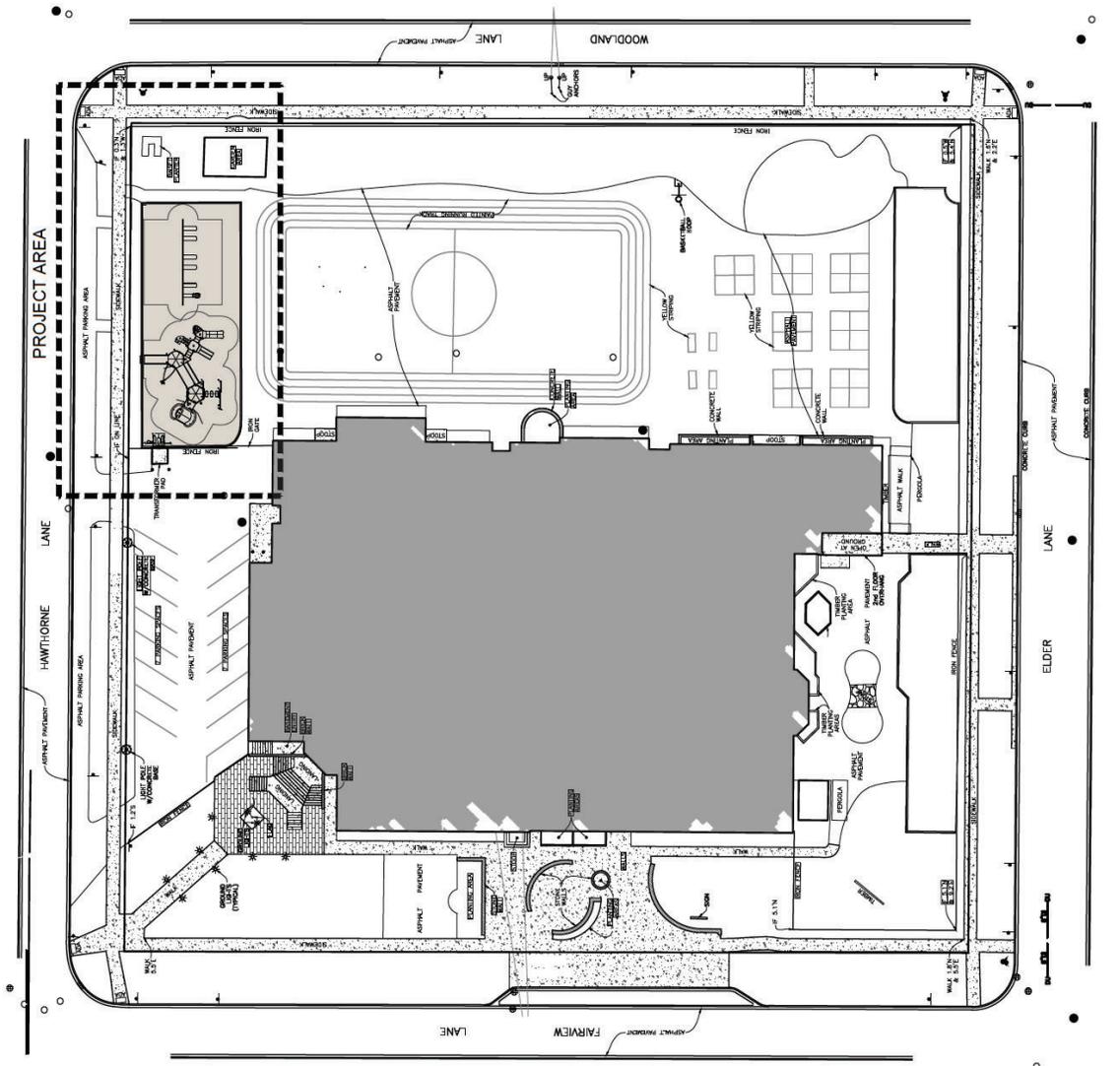
decision making as to when the equipment will be installed, ensuring, to the best of our ability, that traffic and sidewalks will not be obstructed for users.

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

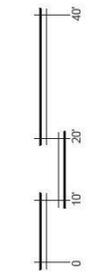
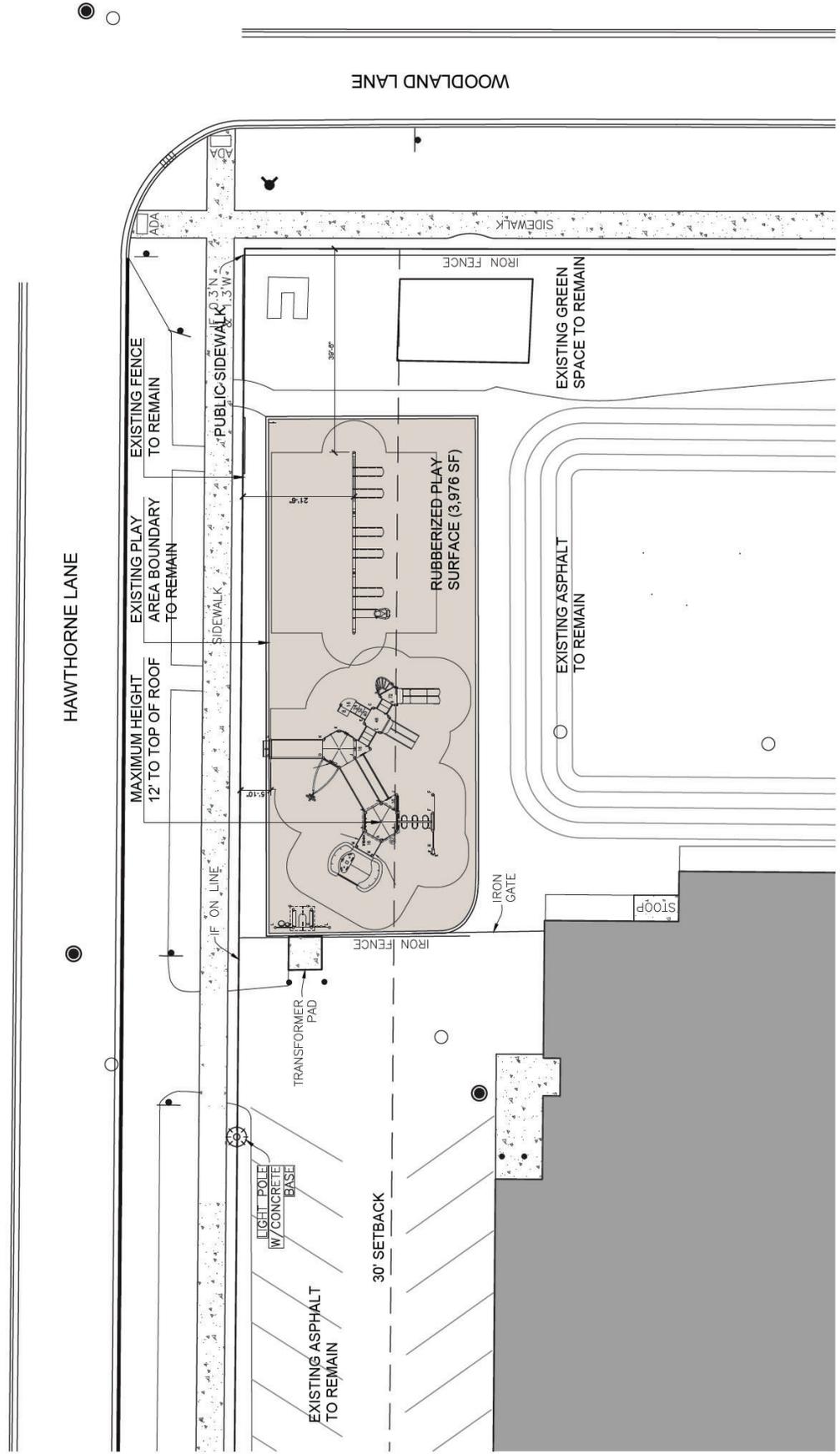
The renovation of the existing play area will provide a safe, inclusive play experience for all Greeley' students, improving the public health, safety, comfort, morals and welfare of the Village's youngest residents. The current plan meets all safety regulations and will be installed in accordance with all building permit requirements.

SCHOOL DISTRICT 36 - GREELEY SCHOOL

PLAY AREA IMPROVEMENTS
WINNETKA, ILLINOIS



PROJECT LOCATION PLAN
SCALE: 1" = 20'-0"



SITE PLAN
SCALE: 1" = 20'-0"

PLAY AREA IMPROVEMENTS
WINNETKA, ILLINOIS

SCHOOL DISTRICT 36 - GREELEY SCHOOL

Kathryn Talry
landscape architecture

Winnetka, Illinois 60093
847.672.5154
www.katryntalry.com
ZBA Agenda Packet - Greeley School
DATE REV 02-08-22



SITE PHOTOS
EXISTING EQUIPMENT TO BE REPLACED



SITE PHOTOS
STREET VIEW

PLAY AREA IMPROVEMENTS
WINNETKA, ILLINOIS

SCHOOL DISTRICT 36 - GREELEY SCHOOL



Box 2121
 La Grange, IL 60525
 708-579-9055
 708-579-0109 (fax)
 1-800-526-6197

January 18, 2022

GREELEY ELEMETARY SCHOOL
 WINNETKA, IL
 OPTION 3 - REVISED
 PLAYBOOSTER COMPONENT SYSTEM

<u>QTY.</u>	<u>NO.</u>	<u>DESCRIPTION</u>
5-12 Year Olds Play Equipment		
1	111346B	Ramp Exit Plate DB
2	156232A	Ramp w/Guardrails w/Curbs Meets ASTM
1	176081A	Canyon Climber
1	152907B	Deck Link w/Barriers Steel end panels 2 Steps
1	152907C	Deck Link w/Barriers Steel end panels 3 Steps
1	156915A	Pod Climber 16"Dk DB Right Mounted Handhold
1	176079A	Sunbeam Climber
1	152911C	Curved Transfer Module Right 48"Dk DB
2	178710A	Hexagon Tenderdeck
1	121948A	Kick Plate 8"Rise
1	111229A	Square Deck Extension
1	111228A	Square Tenderdeck
2	111231A	Triangular Tenderdeck
1	119646A	Tri-Deck Extension
5	191031A	Accessible Panel Curb
1	123844A	Braille Panel Above Deck
1	135731A	Chimes Reach Panel Above Deck
1	127953B	Handhold Panel
1	127953A	Handhold Panel Set
1	127439A	Navigator Reach Panel Above Deck
1	173564A	Optigear Panel Above Deck
1	164148A	Ring-A-Bell Reach Panel Above Deck
1	111357A	Chinning Bar Alum DB
1	201546A	Gyro Twister DB
1	153165A	Stationary Cyclor Accessible
1	141887B	Access/Landing Assembly Seat Barrier Left 16"Dk
1	130873A	Ring Pull
1	119805A	Single Beam Loop Horiz Ladder 84"
1	111404G	100"Alum Post DB
1	111404F	108"Alum Post DB
2	111404E	116"Alum Post DB
2	111404D	124"Alum Post DB
2	111404C	132"Alum Post DB
2	111404O	132"Steel Post DB 42" BURY
3	111404A	148"Alum Post DB

Greeley Elementary - Option 3

6	111403E	150"Alum Post For Roof DB
2	111405H	50"Alum Flush Post w/Standard Cap DB
2	111404J	76"Alum Post DB
2	111404I	84"Alum Post DB
3	111404H	92"Alum Post DB
1	130567A	Hex Shingle Roof
1	123331B	Double Slide 48"Dk DB
1	130390A	Double Swoosh Slide 72"Dk DB
1	138871A	Sway Fun Wheelchair Glider 16"Height
1	182503C	Welcome Sign (LSI Provided) Ages 5-12 years DB

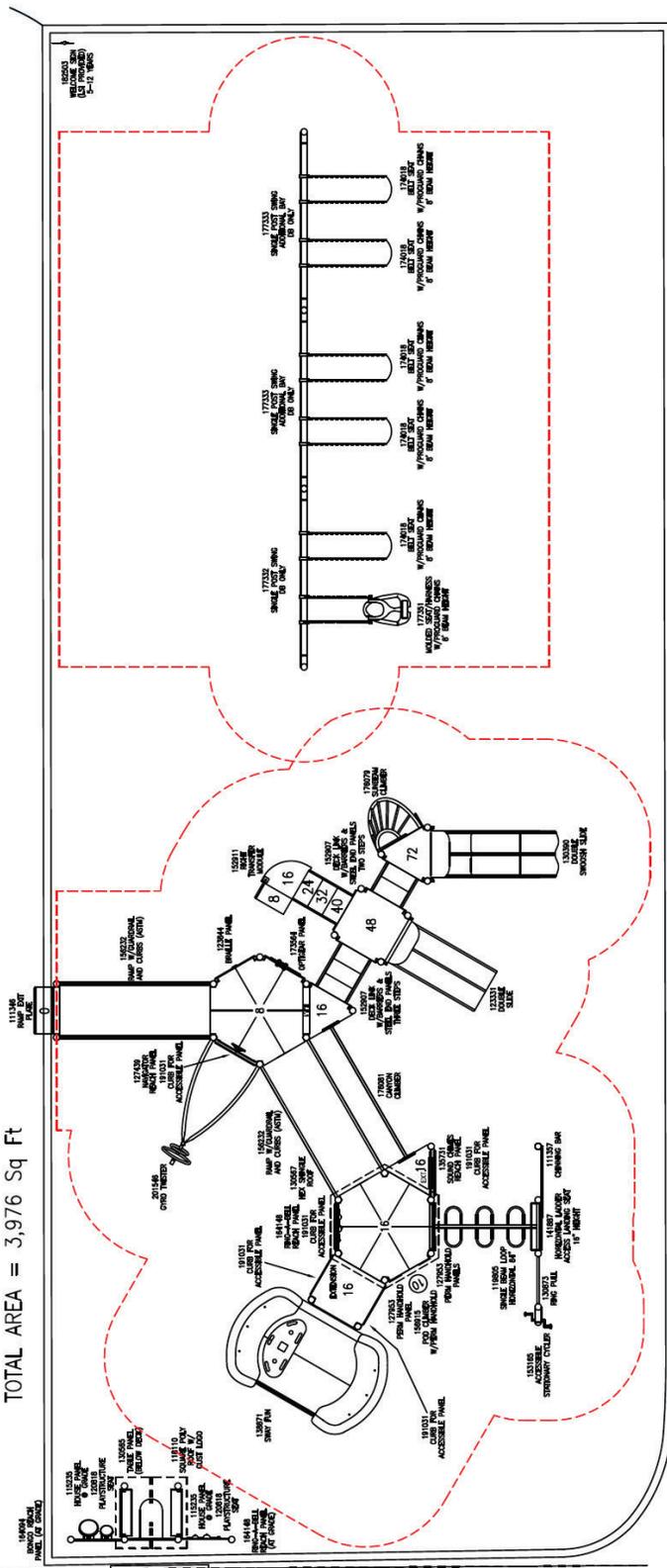
2-12 Year Olds Clubhouse with Musical Panels

1	164094B	Bongo Reach Panel Ground Level
2	115235B	House Panel Ground Level
1	164148B	Ring-A-Bell Reach Panel Ground Level
1	130565A	Table Panel DB
2	120818A	Playstructure Seat
4	111403J	110"Alum Post For Roof DB
2	111404J	76"Alum Post DB
1	118110A	Square Poly Roof Custom Logo Panels GREELEY ELEMENTARY

**New 6-Place Single Post Swing Set
5 Belts and 1 ADA**

5	174018A	Belt Seat Proguard Chains 8' Beam
1	177351A	Molded Bucket Seat (5-12 yrs) w/Harness Proguard Chains 8' Beam
1	177332A	Single Post Swing Frame 8' Beam
2	177333A	Single Post Swing Frame Addtl Bay 8' Beam

TOTAL AREA = 3,976 Sq Ft



GRENNLEY ELEMENTARY SCHOOL
 WANNETA, IA

11/26/2021 DRAWN BY: DS
 STRUCTURE DIMENSIONS:
 AREA: 3,976 SQ FT
 Copyright: Landscape Structures, Inc.
 REVISED 1/13/2022



GREELEY ELEMENTARY SCHOOL

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GREELEY ELEMENTARY SCHOOL

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GREELEY ELEMENTARY SCHOOL

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ATTACHMENT C

ORDINANCE NO. M-577-99

AN ORDINANCE GRANTING A VARIATION IN THE APPLICATION OF THE ZONING ORDINANCE OF THE VILLAGE OF WINNETKA, COOK COUNTY, ILLINOIS FOR THE SAMUEL SEWALL GREELEY SCHOOL (275 Fairview)

WHEREAS, the Board of Education of Winnetka Elementary School District No. 36 is the beneficial owner of the following described real estate (the "Subject Property")

All of block nine (9) (lots 1 to 14) and vacated alley in the Lake Shore subdivision, Village of Winnetka, being subdivision of lot one (1) in a subdivision of Nicholas Simons and others of a part of fractional Southeast Quarter (S. E. ¼) of Section twenty-one (21) and of fractional Southwest Quarter (S. W. ¼) of Section twenty-two (22) Township forty-two (42) North, Range thirteen (13) East of the Third Principal Meridian, and five (5) acres more or less lying north of and adjoining said lot one (1), extending to Dales Addition to Winnetka, on the North, and lying between the Lake Shore road known as Lake Avenue on the West and Lake Michigan on the East; Village of Winnetka, Cook County, Illinois.

commonly known as 275 Fairview Avenue, Winnetka, Illinois, and located in the R-5 Single-Family Residential Zoning District provided in the Winnetka Zoning Ordinance, Chapter 22, Winnetka Village Code; and

WHEREAS, the Board of Education of Winnetka Elementary School District No. 36 is a body corporate and politic of the State of Illinois and operates a public school known as the Samuel Sewall Greeley School on the Subject Property, which is improved with the Samuel Sewall Greeley School building and accessory structures; and

WHEREAS, public schools are permitted as special uses in the R-5 Single-Family Residential District, subject to the conditions and requirements pertaining to special uses, as set forth in Section 22.13 of the Winnetka Zoning Ordinance; and

WHEREAS, the Samuel Sewall Greeley School has been in continuous operation as a public school since it was constructed on the Subject Property around 1912; and

WHEREAS, the Board of Education of Winnetka Elementary School District No. 36 ("Board of Education") has filed an application for a variation from the front setback provisions of Section 22.05(h) of the Zoning Ordinance, to permit the replacement of existing play equipment over a two-year period, with a 10-foot front yard setback from Elder Lane, a 14-foot setback from Woodland Avenue, and a 13-foot setback from Hawthorne Lane, whereas a 30.0-foot setback from each street frontage is required, resulting in variations of 20 feet (66.67%), 16 feet (53.3% and 17 feet (56.67%), respectively; and

WHEREAS, on March 18, 1999, the Design Review Board considered the proposed improvements and have unanimously determined that a certificate of appropriateness would issue for the proposed upgrading of the play equipment and landscaping; and

WHEREAS, on May 17, 1999, on due notice thereof, the Zoning Board of Appeals conducted a public hearing on the requested variations and by the unanimous vote of the four members then present, has reported to the Council recommending that the requested variations be granted; and

WHEREAS, the Council of the Village of Winnetka have previously considered applications for zoning relief for the Subject Property and have granted the following: (a) a 1964 setback variation for placement of a temporary classroom structure that was removed in 1969; and (b) a 1994 special use and variation in maximum building size to allow the construction of a storage shed; and

WHEREAS, the proposed replacement of the play equipment maintains or reduces existing nonconformities and does not change the use or intensity of use of the Subject Property, and therefore does not require an amendment to the special use permit; and

WHEREAS, the plight of the Board of Education is unique in that: (a) the play equipment is a necessary accessory to the principal use of the Subject Property in meeting the School District's statutory obligations; (b) the strict application of the front setback requirements would reduce the amount of space available for the playground and play equipment; (c) acquiring adjoining properties for expansion of the site is not feasible; and (d) relocating the playground equipment to a conforming location would impede sight lines necessary for visual supervision of playground activities, and would increase the likelihood of classroom disruption due to placing the equipment closer to the school building; and

WHEREAS, the variation, if granted, will not alter the essential character of the locality, in that the Samuel Sewall Greeley School is an established use in the neighborhood, the proposed improvements will replace play equipment currently located in the same area of the Subject Property, and will reduce the degree of nonconformity in two of the setbacks; and

WHEREAS, the Subject Property cannot yield a reasonable return if permitted to be used only under the conditions allowed by the applicable zoning regulations, as the sole purpose of the property is to provide for the education of students as required by law; and

WHEREAS, an adequate supply of light and air to adjacent property will not be impaired, as the tallest decks of the new equipment will be slightly lower than the tallest decks of the existing equipment; and

WHEREAS, the hazard from fire and other damages to the property will not be increased, because the new equipment will have fewer wood components; and

WHEREAS, there is no evidence that the taxable value of land and buildings throughout the Village will diminish; and

WHEREAS, the proposed renovation of the playground equipment will not increase congestion in the public streets; and

WHEREAS, the proposed playground equipment will not be detrimental to or endanger the public health, safety, comfort, morals and welfare of the inhabitants of the Village, because the new equipment: (a) will reduce the degree of nonconformity in the Hawthorne Lane setback from 21.5 feet to 17 feet, (b) will reduce the degree of nonconformity in the Elder Lane setbacks from 24.5 feet to 20 feet, and (c) will provide a safer playground that will be in full compliance with current safety standards and guidelines, will meet accessibility requirements of the Americans with Disabilities Act, and will provide additional visual screening for the neighboring

properties and will improve stormwater drainage.

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

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

SECTION 2: That variations are hereby granted with respect to the Subject Property, which is located in the R-5 Single-Family Residential Zoning District, and which is commonly known as Samuel Sewall Greeley School, 275 Fairview Avenue, to permit the replacement of existing playground equipment over a two-year period, allowing the equipment to observe a 10-foot front yard setback from Elder Lane, and a 13-foot setback from Hawthorne Lane, whereas a 30.0-foot setback is required from each street frontage, resulting in variations of 20 feet (66.67%) and 17 feet (56.67%), respectively, in accordance with the plans submitted with the application for variation, and subject to the conditions and limitations hereinafter set forth.

SECTION 3: That the variations hereby granted is conditioned upon the commencement of the proposed construction within 24 months after the effective date of this Ordinance.

SECTION 4: This Ordinance shall take effect immediately upon passage, approval and posting.

ADOPTED this 15th day of June, 1999, pursuant to the following roll call vote:

AYES: Trustees Aquilino, Darning, Duhl, Lien, and Powell.

NAYS: None.

ABSENT: Trustee Hilton.

APPROVED this 15th day of June, 1999.

Signed:

ss/Louise A. Holland

Village President

Countersigned:

ss/Douglas G. Williams

Village Clerk

Introduced: June 8, 1999

Posted: June 9, 1999

Passed and Approved: June 15, 1999

Posted: June 16, 1999

ORDINANCE NO. M-6-2007

AN ORDINANCE GRANTING A SPECIAL USE PERMIT AND VARIATION IN THE APPLICATION OF THE ZONING ORDINANCE OF THE VILLAGE OF WINNETKA, COOK COUNTY, ILLINOIS FOR THE SAMUEL SEWALL GREELEY SCHOOL (275 Fairview)

WHEREAS, the Village of Winnetka is a home rule municipality in accordance with Article VII, Section 6 of the Constitution of the State of Illinois of 1970, pursuant to which it has the authority, except as limited by said Section 6 of Article VII, to exercise any power and perform any function pertaining to the government and affairs of the Village; and

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

WHEREAS, the Board of Education of Winnetka Elementary School District No. 36 is the beneficial owner of the following described real estate (the "Subject Property"), which is commonly known as Greeley Elementary School, 275 Fairview Avenue, Winnetka, Illinois:

All of Block 9, Lots 1 through 14 inclusive, and vacated alley in the Lake Shore Subdivision, Village of Winnetka, being a subdivision of Lot 1 in a subdivision of Nicholas Simons and Others of a part of the Fractional Southeast Quarter of Section 21 and a Fractional Southwest Quarter of Section 22, Township 42 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois; and

WHEREAS, the Subject Property is located in the R-5 Single-Family Residential District provided in Chapter 17.12 of the Winnetka Zoning Ordinance, Title 17 of the Winnetka Village Code; and

WHEREAS, the Board of Education of Winnetka Elementary School District No. 36 is a body corporate and politic of the State of Illinois and operates a public school known as the Samuel Sewall Greeley Elementary School on the Subject Property, which is improved with the Greeley School building and accessory structures; and

WHEREAS, public schools are permitted as special uses in the R-5 Single-Family Residential District, subject to the conditions and requirements pertaining to special uses, as set forth in Chapter 17.56 of the Winnetka Zoning Ordinance; and

WHEREAS, the Board of Education of Winnetka Elementary School District No. 36 ("applicant") has filed an application for a special use permit pursuant to Section 17.12.020(C)(2) and Section 17.56.010 of the Winnetka Zoning Ordinance, to amend the site plan for the Subject Property so as to allow the construction of a two-story addition at the northeast corner of the existing school building; and

WHEREAS, the applicant has also filed an application for variations from the following requirements of the Lot, Space, Bulk and Yard Regulations for Single Family Residential Districts established by Chapter 17.30 of the Zoning Ordinance: (a) a variation from the Intensity of Use of Lot limitations of Section 17.30.030 to allow a roofed lot coverage of 33,354.74 square feet, whereas a maximum of 29,449.00 square feet is allowed, resulting in a variation of 3,905.74 square feet (13.26%); (b) a variation from the Intensity of Use of Lot Limitations of Section 17.30.030 to allow an impermeable lot coverage of 94,061.68 square feet, whereas the maximum allowable is 58,898.00 square feet, resulting in a variation of 35,163.58 square feet (59.7%); and (c) a variation from the Maximum Building Size provisions of Section 17.30.040 to permit a gross floor area of 73,424.74 square feet, whereas a maximum of 28,908.08 square feet is allowed, resulting in a variation of 44,516.66 square feet (153.99%); and

WHEREAS, the special use permit and zoning variations are being requested to allow a portion of the existing school at the northeast corner of the building to be removed and replaced with a new, two-story addition that will include a lunch room, several classrooms, an elevator and restrooms on the first floor, and a learning center, computer lab, one classroom, an elevator and restrooms on the second floor; and

WHEREAS, on March 15, 2007, on due notice thereof, the Design Review Board considered the design of the proposed improvements and the four members then present issued favorable comment for the proposed addition; and

WHEREAS, on due notice thereof, the Zoning Board of Appeals held a public hearing on April 9, 2007, to consider the special use permit and variation requests for the proposed addition, and by the unanimous vote of the seven members then present, has recommended that the requested special use permit and variations be granted; and

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

WHEREAS, on April 12, 2007, on due notice thereof, the Plan Commission convened to consider the requested special use, at which time nine members of the Plan Commission were present; and

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

WHEREAS, the proposed special use is consistent with the Comprehensive Plan's goal of preserving and enhancing those public assets and public lands that create the attractive appearance and peaceful, single-family residential character of the Village; and

WHEREAS, the proposed special use is consistent with the community goal of supporting educational excellence and the enrichment of the Village's cultural environment, as expressed in Section 2.6 of the Comprehensive Plan; and

WHEREAS, the proposed special use is consistent with six stated objectives for educational institutions set out in Section 2.6 of the Comprehensive Plan, in that: (i) the proposed building expansion stems from the recognition of the critical importance of educational institutions to Village residents; (ii) the proposed building expansion will provide additional space that will contribute to maintaining an atmosphere in which diverse cultural, educational and religious organizations may flourish and in which special activities for residents of

all ages may be enhanced; (iii) in its pursuit of the proposed building expansion, the School District has engaged in a public process that seeks to balance its institutional goals and minimizes adverse impacts to the character of the adjacent residential neighborhood; (iv) the proposed building expansion stems from the recognition that standards of educational excellence have changed over time and have thus necessitated changes in the physical configuration of the school and school grounds; (v) the proposed design seeks to preserve existing traffic patterns, thereby ensuring safe and attractive access to the school facilities; and (vi) the proposed use will enable the School District to continue to work cooperatively with the community to provide versatile facilities that can be made available for other community uses; and

WHEREAS, the proposed special use is consistent with the Comprehensive Plan's community goal of limiting institutional development within the Village so as to minimize the potentially adverse impacts on adjacent residential neighborhoods and to prevent the need for significant increases in infrastructure and other community resources, in that the proposed use does not affect the appearance of the neighborhood, maintains existing traffic patterns around the school and improves existing infrastructure; and

WHEREAS, the proposed special use is consistent with the Comprehensive Plan's community goals of: (i) ensuring that institutional development is appropriate with the character of, and minimizes the adverse impact on, its surrounding neighborhood; (ii) recognizing the critical role of the Village's historic architecture in defining Winnetka's unique character in public, institutional, commercial and residential areas, and encouraging its preservation; and (iii) encouraging organizations and schools in their efforts to beautify the Village, in that the proposed addition is only slightly larger than the portion of the building it will replace, and it has been designed to be consistent with the design of the existing building, further reducing the visual impact of the addition; and

WHEREAS, by maintaining existing traffic patterns around the school the proposed building expansion is consistent with the Comprehensive Plan, in that it fosters the objective of protecting residential neighborhoods and homes from the encroachment of incompatible land uses and traffic patterns; and

WHEREAS, the limited building expansion that is proposed is consistent with the Comprehensive Plan in that it furthers the goal of maintaining the quiet ambience of residential neighborhoods; and

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

WHEREAS, the proposed special use is consistent with the Comprehensive Plan, in that it furthers the objective of maintaining an atmosphere in which diverse cultural and educational organizations may flourish and in which special activities for residents of all ages may be enhanced; and

WHEREAS, the proposed special is consistent with the Comprehensive Plan, in that the applicant has presented its proposed plans for expanding the school in a manner that furthers the objective of engaging in a public process that balances institutional goals and minimizes adverse impact to the character of the adjacent residential neighborhood; and

WHEREAS, subject to the conditions hereinafter set forth, the proposed special use is consistent with the objective to preserve significant trees and encourage new tree planting on public and private properties to the greatest extent possible; and

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

WHEREAS, the Village Council accepts the Plan Commission's recommendation that the proposed special use is consistent with the Comprehensive Plan's objectives and recommendations stated in Section 4.3.6 of the Comprehensive Plan to encourage governmental and non-governmental institutions to work with their constituents, neighbors and the Village to minimize the impact of traffic and parking on surrounding residential streets and develop on-site solutions where appropriate and to foster greater cooperation among all institutions in the joint use of their recreational facilities; and

WHEREAS, the special use will not impede the normal and orderly development and improvement of other property in the immediate vicinity for uses permitted by right in the zoning district, nor will it substantially diminish or impair property values in the immediate vicinity, as the proposed building addition will not alter the existing use of the Subject Property and will replace a portion of the building that sits on raised columns with a two-story addition that will match the existing building design and materials and will have a substantially similar footprint; and

WHEREAS, adequate measures have been or will be taken to provide ingress and egress in a manner that minimizes pedestrian and vehicular traffic congestion in the public ways, in that the building addition is designed to meet the current student population and the Subject Property's existing patterns of ingress and egress will not be changed; and

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

WHEREAS, the proposed building addition will benefit the public health, safety, comfort, morals or general welfare of the Village, in that it will improve the building's functionality by bringing it up to modern standards for educational facilities and will meet applicable accessibility standards; and

WHEREAS, the proposed building addition will not be substantially injurious to the use and enjoyment of other property in the immediate vicinity, in that the school is an established presence in the neighborhood, and the proposed addition will improve the appearance of the building within the neighborhood without substantially increasing the building's footprint; and

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

WHEREAS, the Subject Property cannot yield a reasonable return if permitted to be used only under the conditions allowed by zoning

regulations, in that: (a) the sole purpose of the property is to provide for the education of students as required by law; (b) there have been no substantial improvements to the building since the 1970's; (c) building improvements are needed to meet modern educational standards and applicable accessibility standards; and (d) the necessary improvements cannot be made without obtaining the requested zoning relief; and

WHEREAS, the plight of the applicant is unique in that it is required by law to provide public education programs within the Village and the requested variations will enable it to meet modern educational facility standards and to accommodate the provisions of the Americans with Disabilities Act; and

WHEREAS, the variations, if granted, will not alter the essential character of the locality, in that: (a) the school is an established use in the neighborhood; and (b) the proposed addition will not significantly increase the building's footprint or alter its appearance in the neighborhood; and

WHEREAS, an adequate supply of light and air to adjacent property will not be impaired, as the addition complies with both height and setback requirements and the nearest residences to the addition are on the opposite side of Hawthorn Lane; and

WHEREAS, the hazard from fire and other damages to the property will not be increased, because the proposed construction will include a sprinkler system and will comply with all other building code standards applicable to the construction of educational facilities; and

WHEREAS, there is no evidence that the taxable value of the land and buildings throughout the Village will diminish and the proposed building addition is likely to help enhance property values by enabling the applicant to continue delivering the quality of education expected by the citizens of the Village; and

WHEREAS, congestion in the public streets will not increase, as the proposed addition is not being used to accommodate new students, but rather to better accommodate the learning needs of the current school population; and

WHEREAS, the public health, safety, comfort, morals and welfare of the inhabitants of the Village will not be otherwise impaired by the proposed addition.

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

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

SECTION 2: That, pursuant to Sections 17.12.020(C)(2) and 17.56.010 of the Winnetka Zoning Ordinance, Title 17 of the Winnetka Village Code, and subject to the conditions set forth in Section 4 of this Ordinance, a special use permit is hereby granted with respect to the Subject Property, which is located in the R-5 Single-Family Residential Zoning District and is commonly known as the Samuel Sewall Greeley Elementary School, to allow the construction of a two-story addition at the northeast corner of the existing building, as more fully described in Section 4, below.

SECTION 3: That, subject to the conditions set forth in Section 4 of this Ordinance, the following variations are hereby granted to the Subject Property, which is located in the R-5 Single-Family Zoning District provided for in Chapter 17.12 of the Winnetka Zoning Ordinance, Title 17 of the Winnetka Village Code, and which is commonly known as the Samuel Sewall Greeley Elementary School: (a) a variation from the Intensity of Use of Lot limitations of Section 17.30.030 to allow a roofed lot coverage of 33,354.74 square feet, whereas a maximum of 29,449.00 square feet is allowed, resulting in a variation of 3,905.74 square-foot (13.26%); (b) a variation from the Intensity of Use of Lot Limitations of Section 17.30.030 to allow impermeable lot coverage of 94,061.68 square feet, whereas the maximum allowable is 58,898.00 square feet, resulting in a variation of 35,163.58 square-foot (59.7%); and (c) a variation from the Maximum Building Size provisions of Section 17.30.040, to permit a gross floor area of 73,424.74 square feet, whereas a maximum of 28,908.08 square feet is allowed, resulting in a variation of 44,516.66 square feet (153.99%), as more fully described in Section 4, below.

SECTION 4: That the special use permit and variations granted by this Ordinance shall be subject to the following conditions:

A. The special use permit and variations are for the sole purpose of allowing a portion of the existing school at the northeast corner of the building to be removed and replaced with a new, two-story addition that will include a lunch room, several classrooms, an elevator and restrooms on the first floor, and a learning center, computer lab, one classroom, an elevator and restrooms on the second floor, with all of said construction to be done in accordance with the plans and elevations that accompanied the application for special use permit, and all approved revisions thereto, including the development plans, landscape plans, site plans and elevations dated February 6, 2007, and the engineering plans dated January 19, 2007.

B. The applicant shall work with Village staff, including the Police and Fire Departments, to develop a mutually agreeable access and staging plan to address, to the extent reasonably possible: (i) protecting the safety of the students and general public during the construction; (ii) minimizing the impact of construction traffic on vehicular and pedestrian traffic on adjacent streets and sidewalks; and (iii) minimizing the general impact of the construction on the neighborhood.

SECTION 5: The Council finds and determines that it is both consistent with the Comprehensive Plan, *Winnetka 2020*, and in the interest of the general welfare of the Village that the Board of Education of Winnetka Elementary School District No. 36 continue its efforts to incorporate green spaces into its school development plans, and the Council therefore encourages the applicant to look for opportunities to reduce the amount of impermeable surface on the Subject Property and to replace the tree that will be removed as part of the building expansion.

SECTION 6: That, pursuant to Section 17.56.010(G) of the Winnetka Zoning Ordinance, all stipulations, conditions and restrictions set forth in this Ordinance as part of the terms under which the special use is granted, may be modified or revised from time to time by the Village Council following public notice and hearing, using the same procedures set forth in the Zoning Ordinance for processing the original special use application.

SECTION 7: This Ordinance is passed by the Council of the Village of Winnetka in the exercise of its home rule powers pursuant to

Section 6 of Article VII of the Illinois Constitution of 1970.

SECTION 8: This Ordinance shall take effect immediately upon its passage, approval and posting as provided by law.

PASSED this 15th day of May, 2007, pursuant to the following roll call vote:

AYES: Trustee Behles, Berger, Eilers, Ritchell, Tucker

NAYS: None

ABSENT: Trustee Abell

APPROVED this 15th day of May, 2007.

Signed:

//s//Edmund C. Woodbury

Village President

Countersigned:

//s//Douglas G. Williams

Village Clerk

Introduced: May 1, 2007

Posted: May 3, 2007

Passed and Approved: May 15, 2007

Posted: May 16, 2007

ORDINANCE NO. M-3-2015

AN ORDINANCE GRANTING A SPECIAL USE PERMIT AND VARIATIONS FROM THE WINNETKA ZONING ORDINANCE FOR THE CONSTRUCTION AND OPERATION OF OUTDOOR CLASSROOM AND PLAYGROUND IMPROVEMENTS WITHIN THE R-5 SINGLE FAMILY RESIDENTIAL ZONING DISTRICT

(275 Fairview Avenue)

WHEREAS, Winnetka Public School District No. 36 ("**Applicant**") is the record title owner of that certain parcel of real property commonly known as 275 Fairview Avenue 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 improved with buildings and structures known as the Greeley School ("**School**"); and

WHEREAS, the Applicant desires to construct on the Subject Property certain outdoor classroom and playground improvements for use by students and teachers at the School (collectively, the "**Proposed Improvements**"); and

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

WHEREAS, in order to be constructed on the Subject Property within the R-5 District, the Proposed Improvements must have, pursuant to Section 17.30.050 of the Winnetka Zoning Ordinance ("**Zoning Ordinance**"), a minimum front yard setback of 30 feet from Elder Lane and Woodland Avenue, respectively; and

WHEREAS, the Applicant desires to construct the Proposed Improvements with front yard setbacks from: (i) Elder Lane of 11 feet and 24 feet; and (ii) Woodland Avenue of seven feet, in violation of Section 17.30.050 of the Zoning Ordinance; and

WHEREAS, pursuant to Section 17.12.020 of the Zoning Ordinance, the operation of an elementary school is not permitted within the R-5 District without a special use permit; and

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

WHEREAS, the Applicant filed an application for: (i) variations from Section 17.30.050 of the Zoning Ordinance to permit the construction of the Proposed Improvements on the Subject Property with front yard setbacks from (a) Elder Lane of 11 feet and 24 feet, and (b) Woodland Avenue of seven feet (collectively, the "**Variations**"); and (ii) a special use permit pursuant to Section 17.12.020 and Chapter 17.56 of the Zoning Ordinance to allow the extension of the operation of the School by the construction of the Proposed Improvements within the R-5 District ("**Special Use Permit**") (collectively, the Variations and the Special Use Permit are the "**Requested Relief**"); and

WHEREAS, on December 8, 2014, after due notice thereof, the Zoning Board of Appeals ("**ZBA**") conducted a public hearing on the Requested Relief and, by the unanimous vote of the five members then present, recommended that the Council of the Village of Winnetka ("**Village Council**") approve the Requested Relief; and

WHEREAS, pursuant to Chapter 17.60 and Chapter 17.56 of the Zoning Ordinance, the ZBA heard evidence and made certain findings in support of recommending approval of the Variations and the Special Use Permit, respectively, which findings are set forth in the ZBA public hearing minutes attached to and, by this reference, made a part of this Ordinance as **Exhibit B**; and

WHEREAS, on November 19, 2014, after due notice thereof, the Plan Commission met to consider whether approval of the Requested Relief is consistent with "Winnetka 2020," the Winnetka comprehensive plan ("**Comprehensive Plan**"), and found, by a vote of eight in favor, none opposed, and one abstention, that approval of the Requested Relief is consistent with the Comprehensive Plan; and

WHEREAS, on November 20, 2014, after due notice thereof, the Design Review Board met to consider the Requested Relief and, by unanimous vote of the five members then present, recommended that the Village Council approve the Requested Relief; and

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

WHEREAS, the Village Council has determined that approval of the proposed Special Use Permit: (i) is consistent with the Comprehensive Plan; and (ii) satisfies the standards for the approval of special use permits set forth in Chapter 17.56 of the Zoning Ordinance; and

WHEREAS, the Village Council has determined that approval of the Requested Relief for the construction of the Proposed Improvements on the Subject Property within the R-5 District is in the best interest of the Village and its residents;

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

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

SECTION 2: APPROVAL OF SPECIAL USE PERMIT. Subject to, and contingent upon, the terms, conditions, restrictions, and provisions set forth in Section 4 of this Ordinance, the Special Use Permit is hereby granted, pursuant to Chapter 17.56 and Section 17.12.020 of the Zoning Ordinance and the home rule powers of the Village, to allow the extension of the operation of the School by the Applicant by the construction of the Proposed Improvements on the Subject Property within the R-5 District.

SECTION 3: APPROVAL OF VARIATIONS. Subject to, and contingent upon, the terms, conditions, restrictions, and provisions set forth in Section 4 of this Ordinance, the following Variations are hereby granted with respect to the construction of the Proposed Improvements on the Subject Property, in accordance with and pursuant to Chapter 17.60 of the Zoning Ordinance and the home rule powers of the Village: variations from Section 17.30.050 of the Zoning Ordinance to permit front yard setbacks of: (i) 11 feet from Elder Lane to certain play equipment; (ii) 24 feet from Elder Lane to a certain trellis; and (iii) seven feet from Woodland Avenue to an outdoor classroom and certain play equipment.

SECTION 4: CONDITIONS. The Special Use Permit granted by Section 2 of this Ordinance and the Variations granted by Section 3 of this Ordinance are subject to, and contingent upon, compliance by the Applicant with the following conditions:

A. **Commencement of Construction.** The Applicant must commence the construction of the Proposed Improvements 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 Improvements on the Subject Property must comply at all times with all applicable Village codes and ordinances, as they have been or may be amended over time.

C. **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 Improvements at the Subject Property must be in strict accordance with the following documents and plans, except for minor changes and site work approved by the Director of Community Development or the Director of Public Works (within their respective permitting authority) in accordance with all applicable Village codes, ordinances, and standards:

1. The "Dream Green – Play Area Improvement Plan" prepared by Green Associates, consisting of one sheet, and with a latest revision date of October 28, 2014, attached to and, by this reference, made a part of this Ordinance as **Exhibit C**; and

2. The "Proposed Play Equipment and Site Improvements (Reference Drawing L-101)" prepared by Green Associates, consisting of two sheets, and with a latest revision date of October 28, 2014, attached to and, by this reference, made a part of this Ordinance as **Exhibit D**.

SECTION 5: RECORDATION; BINDING EFFECT. A copy of this Ordinance will be recorded with the Cook County Recorder of Deeds. This Ordinance and the privileges, obligations, and provisions contained herein inure solely to the benefit of, and are binding upon, the Applicant and each of its heirs, representatives, successors, and assigns.

SECTION 6: FAILURE TO COMPLY. Upon the failure or refusal of the Applicant to comply with any or all of the conditions, restrictions, or provisions of this Ordinance, in addition to all other remedies available to the Village, the approvals granted in Sections 2 and 3 of this Ordinance will, at the sole discretion of the Village Council, by ordinance duly adopted, be revoked and become null and void; provided, however, that the Village Council may not so revoke the approvals granted in Sections 2 and 3 of this Ordinance unless it first provides the Applicant with two months advance written notice of the reasons for revocation and an opportunity to be heard at a regular meeting of the Village Council. In the event of revocation, the development and use of the Subject Property will be governed solely by the regulations of the applicable zoning district and the applicable provisions of the Zoning Ordinance, as the same may, 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 7: AMENDMENT OF SPECIAL USE PERMIT. Any amendments to the approvals granted in Sections 2 and 3 of this Ordinance that may be requested by the Applicant after the effective date of this Ordinance may be granted only pursuant to the procedures, and subject to the standards and limitations, provided in the Zoning Ordinance.

SECTION 8: SEVERABILITY. If any provision of this Ordinance or part thereof is held invalid by a court of competent jurisdiction, the remaining provisions of this Ordinance shall remain in full force and effect, and shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Ordinance to the greatest extent permitted by applicable law.

SECTION 9: EFFECTIVE DATE.

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 E** attached to and, by this reference, made a part of this Ordinance to accept and abide by each and all of the terms, conditions, and limitations set forth in this Ordinance and to indemnify the Village for any claims that may arise in connection with the approval of this Ordinance.

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

PASSED this 20th day of January, 2015, pursuant to the following roll call vote:

AYES: Trustees Braun, Fessler, Kates, Krucks, McCrary and Prodromos

NAYS: None

ABSENT: None

APPROVED this 20th day of January, 2015.

Signed:

s/E. Gene Greable

Village President

Countersigned:

s/Robert M. Bahan

Village Clerk

Published by authority of the President and Board of Trustees of the Village of Winnetka, Illinois, this 20th day of January, 2015.

Introduced: Waived

Passed and Approved: January 20, 2015

EXHIBIT A

LEGAL DESCRIPTION OF SUBJECT PROPERTY

All of Block 9, Lots 1 through 14 inclusive, and vacated alley in the Lake Shore Subdivision, Village of Winnetka, being a subdivision of Lot 1 in a subdivision of Nicholas Simons and Others of a part of the Fractional Southeast Quarter of Section 21 and a Fractional Southwest Quarter of Section 22, Township 42 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly known as 275 Fairview Avenue, Winnetka, Illinois.

EXHIBIT B

DECEMBER 8, 2014 PUBLIC HEARING MINUTES OF THE ZBA

(SEE ATTACHED EXHIBIT B)

EXHIBIT C

DREAM GREEN – PLAY AREA IMPROVEMENT PLAN

(SEE ATTACHED EXHIBIT C)

EXHIBIT D

PROPOSED PLAY EQUIPMENT AND SITE IMPROVEMENTS

(SEE ATTACHED EXHIBIT D)

EXHIBIT E

UNCONDITIONAL AGREEMENT AND CONSENT

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

WHEREAS, Winnetka Public School District No. 36 ("*Applicant*") is the record title owner of the property commonly known as 275 Fairview Avenue in the Village ("*Subject Property*")

WHEREAS, the Applicant desires to construct on the Subject Property certain outdoor classroom and playground improvements for use by students and teachers; and

WHEREAS, Ordinance No. M-3-2015, adopted by the Village Council on _____, 2015 ("*Ordinance*"), grants certain variations from the provisions of the Winnetka Zoning Ordinance and a special use permit to the Applicant to permit the construction of the outdoor classroom and playground improvements on the Subject Property and the expanded use of the Subject Property for the operation of an elementary school; and

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

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

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

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

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

4. The Applicant does hereby agree to hold harmless and indemnify the Village, the Village's corporate authorities, and all Village elected and appointed officials, officers, employees, agents, representatives, and attorneys, from any and all claims that may, at any time, be asserted against any of such parties in connection with the Village's adoption of the Ordinance granting the variations and the special use permit 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: __, 2015

ATTEST:

By: __
Its: __

WINNETKA PUBLIC SCHOOL DISTRICT NO. 36

By: __
Its: __

ORDINANCE NO. M-4-2017

AN ORDINANCE GRANTING A SPECIAL USE PERMIT AND VARIATION FROM THE WINNETKA ZONING ORDINANCE FOR THE CONSTRUCTION AND OPERATION OF PLAYGROUND IMPROVEMENTS WITHIN THE R-5 SINGLE FAMILY RESIDENTIAL ZONING DISTRICT

(275 Fairview Avenue)

WHEREAS, Winnetka Public School District No. 36 ("*Applicant*") is the record title owner of that certain parcel of real property commonly known as 275 Fairview Avenue 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 improved with buildings and structures known as the Greeley School ("*School*"); and

WHEREAS, the Applicant desires to construct on the Subject Property certain outdoor playground improvements for use primarily by students at the School (collectively, the "*Proposed Improvements*"); and

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

WHEREAS, in order to be constructed on the Subject Property within the R-5 District, the Proposed Improvements must have, pursuant to Section 17.30.050 of the Winnetka Zoning Ordinance ("*Zoning Ordinance*"), a minimum front yard setback of 30 feet from Elder Lane; and

WHEREAS, the Applicant desires to construct the Proposed Improvements with a front yard setback from Elder Lane of 11.58 feet; and

WHEREAS, pursuant to Section 17.12.020 of the Zoning Ordinance, the operation of an elementary school is permitted within the R-5 District only with a special use permit; and

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

WHEREAS, the Applicant filed an application for: (i) a variation from Section 17.30.050 of the Zoning Ordinance to permit the construction of the Proposed Improvements on the Subject Property with a front yard setback from Elder Lane of 11.58 feet ("*Variation*"); and (ii) a special use permit pursuant to Section 17.12.020 and Chapter 17.56 of the of the Zoning Ordinance to allow the construction of the Proposed Improvements within the R-5 District ("*Special Use Permit*") (collectively, the Variation and the Special Use Permit are the "*Requested Relief*"); and

WHEREAS, on April 10, 2017, after due notice thereof, the Zoning Board of Appeals ("*ZBA*") conducted a public hearing on the Requested Relief and, by the unanimous vote of the four members then present, recommended that the Council of the Village of Winnetka ("*Village Council*") approve the Requested Relief; and

WHEREAS, pursuant to Chapter 17.60 and Chapter 17.56 of the Zoning Ordinance, the ZBA heard evidence and made certain findings in support of recommending approval of the Variation and the Special Use Permit, respectively, which findings are set forth in the ZBA public hearing minutes attached to and, by this reference, made a part of this Ordinance as **Exhibit B**; and

WHEREAS, on March 15, 2017, after due notice thereof, the Plan Commission met to consider whether approval of the Requested Relief is consistent with "Winnetka 2020," the Winnetka comprehensive plan ("*Comprehensive Plan*"), and found, by the unanimous vote of the seven members then present, that approval of the Requested Relief is consistent with the Comprehensive Plan; and

WHEREAS, on March 16, 2017, after due notice thereof, the Design Review Board met to consider the Requested Relief and, by unanimous vote of the six members then present, recommended that the Village Council approve the Requested Relief; 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 provisions or regulations of the Zoning Ordinance from which the Variation has been sought; and

WHEREAS, the Village Council has determined that approval of the proposed Special Use Permit: (i) is consistent with the Comprehensive Plan; and (ii) satisfies the standards for the approval of special use permits set forth in Chapter 17.56 of the Zoning Ordinance; and

WHEREAS, the Village Council has determined that approval of the Requested Relief for the construction of the Proposed Improvements on the Subject Property within the R-5 District is in the best interest of the Village and its residents;

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

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

SECTION 2: APPROVAL OF SPECIAL USE PERMIT. Subject to, and contingent upon, the terms, conditions, restrictions, and provisions set forth in Section 4 of this Ordinance, the Special Use Permit is hereby granted, pursuant to Chapter 17.56 and Section 17.12.020 of the Zoning Ordinance and the home rule powers of the Village, to allow the extension of the operation of the School by the construction of the Proposed Improvements on the Subject Property within the R-5 District.

SECTION 3: APPROVAL OF VARIATIONS. Subject to, and contingent upon, the terms, conditions, restrictions, and provisions set forth in Section 4 of this Ordinance, the Variation from Section 17.30.050 of the Zoning Ordinance to permit a front yard setback of 11.58 feet from Elder Lane is hereby granted to allow for the construction of the Proposed Improvements on the Subject Property, in

accordance with and pursuant to Chapter 17.60 of the Zoning Ordinance and the home rule powers of the Village.

SECTION 4: CONDITIONS. The Special Use Permit granted by Section 2 of this Ordinance, and the Variations granted by Section 3 of this Ordinance, are subject to, and contingent upon, compliance by the Applicant with the following conditions:

A. **Commencement of Construction.** The Applicant must commence the construction of the Proposed Improvements 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 Improvements on the Subject Property must comply at all times with all applicable Village codes and ordinances, as they have been or may be amended over time.

C. **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 construction, development, use, and maintenance of the Proposed Improvements at the Subject Property must be in strict accordance with the following documents and plans, except for minor changes and site work approved by the Director of Community Development or the Director of Public Works (within their respective permitting authority) in accordance with all applicable Village codes, ordinances, and standards:

1. The "Topographical Survey" prepared by Wendler Engineering Services, Inc., consisting of one sheet, and with a latest revision date of January 31, 2017, attached to and, by this reference, made a part of this Ordinance as **Exhibit C**; and

2. The "Project Location Plan" prepared by K M Talty Design, consisting of one sheet, and with a latest revision date of February 13, 2017, attached to and, by this reference, made a part of this Ordinance as **Exhibit D**.

3. The "Site Photos" prepared by K M Talty Design, consisting of one sheet, and with a latest revision date of November 1, 2016, attached to and, by this reference, made a part of this Ordinance as **Exhibit E**.

4. The "Site Plan" prepared by K M Talty Design, consisting of one sheet, and with a latest revision date of February 15, 2017, attached to and, by this reference, made a part of this Ordinance as **Exhibit F**.

5. The "Landscape Structure" plans prepared by NuToys Leasure Products, consisting of four sheets, and with a latest revision date of February 14, 2017, attached to and, by this reference, made a part of this Ordinance as **Exhibit G**.

SECTION 5: RECORDATION; BINDING EFFECT. A copy of this Ordinance will be recorded with the Cook County Recorder of Deeds. This Ordinance and the privileges, obligations, and provisions contained herein inure solely to the benefit of, and are binding upon, the Applicant and each of its heirs, representatives, successors, and assigns.

SECTION 6: FAILURE TO COMPLY. Upon the failure or refusal of the Applicant to comply with any or all of the conditions, restrictions, or provisions of this Ordinance, in addition to all other remedies available to the Village, the approvals granted in Sections 2 and 3 of this Ordinance will, at the sole discretion of the Village Council, by ordinance duly adopted, be revoked and become null and void; provided, however, that the Village Council may not revoke the approvals granted in Sections 2 and 3 of this Ordinance unless it first provides the Applicant with two months advance written notice of the reasons for revocation and an opportunity to be heard at a regular meeting of the Village Council. In the event of revocation, the development and use of the Subject Property will be governed solely by the regulations of the applicable zoning district and the applicable provisions of the Zoning Ordinance, as the same may, 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 7: AMENDMENT OF SPECIAL USE PERMIT. Any amendments to the approvals granted in Sections 2 and 3 of this Ordinance that may be requested by the Applicant after the effective date of this Ordinance may be granted only pursuant to the procedures, and subject to the standards and limitations, provided in the Zoning Ordinance.

SECTION 8: SEVERABILITY. If any provision of this Ordinance or part thereof is held invalid by a court of competent jurisdiction, the remaining provisions of this Ordinance shall remain in full force and effect, and shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Ordinance to the greatest extent permitted by applicable law.

SECTION 9: EFFECTIVE DATE.

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 H** attached to and, by this reference, made a part of this Ordinance to accept and abide by each and all of the terms, conditions, and limitations set forth in this Ordinance and to indemnify the Village for any claims that may arise in connection with the approval of this Ordinance.

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

[SIGNATURE PAGE TO FOLLOW]

PASSED this 6th day of May, 2017, pursuant to the following roll call vote:

AYES: Trustees Cripe, Dearborn, Lanphier, Myers, and Ziv

NAYS: None

ABSENT: None

Signed

s/Chris Rintz

Village President

Countersigned:

s/Robert M. Bahan

Village Clerk

Published by authority of the President and Board of Trustees of the Village of Winnetka, Illinois, this 7th day of May, 2017.

Introduced: Waived

Passed and Approved: May 16, 2017

EXHIBIT A

LEGAL DESCRIPTION OF SUBJECT PROPERTY

All of Block 9, Lots 1 through 14 inclusive, and vacated alley in the Lake Shore Subdivision, Village of Winnetka, being a subdivision of Lot 1 in a subdivision of Nicholas Simons and Others of a part of the Fractional Southeast Quarter of Section 21 and a Fractional Southwest Quarter of Section 22, Township 42 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois

Commonly known as 275 Fairview Avenue, Winnetka, Illinois.

EXHIBIT B

APRIL 10, 2017 PUBLIC HEARING MINUTES OF THE ZBA

Zoning Board Members Present: Joni Johnson, Chairperson

Thomas Kehoe

Kathleen Kumer

Mark Naumann

Zoning Board Members Absent: Sarah Balassa

Matthew Bradley

Carl Lane

Village Staff: Michael D'Onofrio, Director of Community Development

Ann Klaassen, Planning Assistant

Agenda Items:

Case No. 17-04-SU: Greeley School (275 Fairview Avenue)

Winnetka Public School District 36

Special Use Permit

Playground Equipment Replacement

Variation by Ordinance

Front and Corner Yard Setbacks

Greeley School (275 Fairview Avenue), Case No. 17-04-SU: Winnetka Public School District 36, Special Use Permit - Playground Equipment Replacement; Variation by Ordinance - Front and Corner Yard Setbacks

Mr. D'Onofrio read the public notice. The purpose of this hearing is to hear testimony and receive public comment regarding a request by Winnetka Public School District 36, concerning a Special Use Permit in accordance with Section 17.56.010 of the Winnetka Zoning Ordinance, to permit the replacement of the kindergarten playground equipment, as well as a variation by Ordinance from Section 17.30.050 [Front and Corner Yard Setbacks] of the Winnetka Zoning Ordinance to permit play equipment that will result in a front yard setback of 11.58 ft. from Elder Lane, whereas a minimum of 30 ft. is required, a variation of 18.42 ft. (61.4%).

Chairperson Johnson swore in those that would be speaking on this case.

Greg Kurr introduced himself to the Board as the CFO of Winnetka District 36 and stated that they are back before the Board after appearing last year in connection with the modular units. He stated that before the Board tonight are two proposals for playground equipment at Greeley School and Hubbard Woods School. Mr. Kurr then introduced Kathryn Talty as the landscape architect and who would go through a lot of the detail. He stated that the request was for the replacement of the kindergarten playground equipment at Greeley and for the replacement of some equipment at Hubbard Woods as well.

Mr. Kurr stated that over the last couple of years, they have gone through and have had vintage equipment, as they call it, at all of their schools and informed the Board that some of it is beginning to fail. He stated that they are starting to take that equipment out and replace it. Mr. Kurr then stated that with regard to the approach they have taken as far as the kindergarten equipment, they have tried to keep that as a kindergarten playground which meant that most of the equipment is low and is being cognizant of the neighbors. He also stated that on the Village side, they have corresponded with the neighbors and received their input.

Mr. Kurr then stated that with regard to Greeley, they were planning to begin the process before the winter break but they received some input from some of the neighbors and went back and did some redesign to comply with the input. He noted that while they would also be moving some equipment, that would also involve replacing some of the vintage equipment.

Mr. Kurr informed the Board that the principals of both schools are also present to answer questions who are Susan Hugebeck and Beth Carmody.

Kathryn Talty referred the Board to illustrations of the proposal on a larger scale. She then introduced herself to the Board as the landscape architect who is assisting both Greeley and Hubbard Woods in trying to spatially plan the new play equipment.

Ms. Talty then stated that with regard to Greeley, the border of the play area that they are discussing is existing. She informed the Board that there was existing play equipment within this space and that they would not be expanding the space at all. Ms. Talty identified the curb which existed prior to their installing the play equipment.

Ms. Talty stated that as Mr. Kurr mentioned, the existing equipment which had aged beyond its usefulness was removed piece by piece and in turn, all of the play equipment would be age appropriate for the younger students starting Greeley in the fall. She noted that everything is generally low in scale and that it would be catering toward the smaller students in the school and that there would be a maximum height at the far west end of 9 feet which represented the peak of the playhouse and a maximum height of 7 feet on the east end which is the height of a raised platform.

Ms. Talty then referred the Board to a color rendering of the equipment and identified it as having the same color scheme as the existing equipment. She stated that they would be sticking with the natural pallet of green and brown. Ms. Talty then stated that the material beneath the equipment would be fiber woodchip surfacing as it is currently and that there is no intention of changing that. She informed the Board that they tried to gain the maximum amount of space that they could within the existing space so that it would accommodate a number of children and worked well between the principal and the play equipment representative. Ms. Talty noted that the equipment was manufactured by Landscape Structures which is a common manufacturer used often by the Winnetka Park District. She then asked the Board if they had any questions.

Ms. Kumer questioned the content of the feedback they got from the neighbors after the proposal was submitted last year.

Mr. Kurr responded that they wanted a little less concrete type structure and identified the more natural looking structure the neighbors preferred. He identified the neighbors as Greeley parents who are also neighbors.

Ms. Talty informed the Board that they also had some feedback from some neighbors who do not have children at the school and that they have been working with them through the process as well.

Chairperson Johnson asked if there was any landscaping which would be replaced or changed.

Ms. Talty responded that there is no intention at this point to have additional landscaping. She noted that a new fence was installed approximately one year ago and that the existing landscaping would remain.

Mr. Kurr stated that he would like to point out that as far as natural materials goes, one of the considerations was an existing area which contained a berm of natural grasses and trees and instead of expanding in that area as was originally considered, they decided to leave the area as is.

Chairperson Johnson informed the Board that she previously lived at 260 Fairview and is very familiar with the playground equipment and the number of years that the equipment has been there.

Mr. Kurr noted that it has been there since the 1940's.

Chairperson Johnson asked if there were any other questions.

Ms. Kumer asked if the woodchip area would be kept the same.

Ms. Talty confirmed that is correct and referred to the concrete curb which served as a border to the woodchips and added that the adjacent material would remain.

Ms. Kumer asked what is the adjacent material.

Ms. Talty responded that one area is grass and that it abutted asphalt in another area which would remain untouched.

Chairperson Johnson stated that she would like to clarify, she does not live in the neighborhood anymore, it is not locked at night and that it does state that in the application that the children from the neighborhood could use it during off hours and that she assumed that is still the case.

Mr. Kurr confirmed that is correct and that it is always open to the public.

Chairperson Johnson asked if there were any additional questions. No additional questions were raised by the Board at this time. She then asked if there were any comments from the audience.

The principal Susan Hubebeck informed the Board that they are very excited about the new equipment and that one of the teachers, Catarina Janik (sp?), is very supportive of the structures and the plan they have in place. She also stated that keeping enough space for the children to use the equipment was important and that they were able to oblige that request along with the grass area and berm as well. She described it as a nice mix of new equipment and old and would offer some nice play equipment.

Chairperson Johnson then called the matter in for discussion. She stated that the Board is to evaluate the special use standards and the variation standards for the front and corner yard setbacks. Chairperson Johnson then stated that because the Board did no longer have a Plan Commission liaison, she knew that the Plan Commission voted to recommend approval and that the request passed the Design Review Board and she did not know if the Plan Commission had any issues and that they do not have the minutes. She informed the Board that both the DRB and the Plan Commission voted unanimously to recommend approval in back to back meetings and that this Board is the last board to review the request and that it would then go on to the Village Council. Chairperson Johnson noted that the Board is a recommending body for both the variation request and the special use.

Mr. Kehoe informed the Board that he has a grandchild who would be beginning kindergarten next year and a fourth grader and that he is in favor of the request. He noted that the applicant would actually be reducing the amount of the nonconformity in terms of the front yard setback.

Chairperson Johnson asked if there were any other comments. No additional comments were made at this time. She noted that there would be a 1:1 replacement and that they would be reducing the nonconformities and that given the limitations with the land they have and that they are hemmed in a residential neighborhood, there is no ability to make the setback greater without reducing the size of the playground itself and that for safety reasons, they have to have the equipment spaced. Chairperson Johnson also stated that the equipment is near the kindergarten classrooms and that having the equipment in that proximity made sense from a programmatic standpoint. She stated that the request met the special use standards in that regard. Chairperson Johnson then asked for a motion.

A motion was made by Mr. Kehoe to recommend approval of the proposed special use and incorporated the special use standards on page nos. 8 and 9 of the agenda packet and the same for the zoning variation on page nos. 12 and 13.

Mr. D'Onofrio asked the Board to make separate motions.

Mr. Kehoe then moved to recommend approval of the special use request as proposed that the request met the standards as follows. He stated that the establishment, maintenance and operation of the special use will not be detrimental to or endanger the public health, safety, comfort, morals or welfare. Mr. Kehoe stated that the special use will not be substantially injurious to the use and enjoyment of other property in the immediate vicinity and will not impede the normal and orderly development or improvement of other property in the immediate vicinity. He stated that adequate measures have been or will be taken to provide ingress and egress in a manner which minimizes pedestrian and vehicular traffic congestion and that adequate parking, utilities, access roads, drainage and other facilities necessary to the operation of the special use exist or are to be provided. Mr. Kehoe concluded by stating that the special use in all other respects conforms to the applicable regulations of the Village ordinances and codes.

Mr. Kehoe then stated that the responses to the standards as identified in the agenda packet be incorporated with regard to the proposal as submitted on page nos. 8 and 9 of the application.

Mr. Naumann seconded the motion. A vote was taken and the motion was unanimously approved.

AYES: Johnson, Kehoe, Kumer, Naumann

NAYS: None

That the establishment, maintenance, and options of the Special Use will not be detrimental to or endanger the public health, safety, comfort, morals, or general welfare.

Over the past two years the Greeley School kindergarten playground has lost most of its equipment due to the aging process. The particular area in question consisted mainly of 40+ year old "vintage" equipment. This equipment has been incrementally and will now be totally removed. The new replacement equipment will offer the school and neighborhood children an engaging place to imagine, create and play.

2. That the Special Use will not be substantially injurious to the use and enjoyment of other property in the immediate vicinity which are permitted by right in the district or districts of concern, nor substantially diminish or impair property values in the immediate vicinity.

The new additions to the Greeley School kindergarten playground will offer the community a place for little ones to play during off hours. Having this lovely resource near homes in the area will enhance the appeal to property owners. The playground will be appropriately maintained and safety measures and guidelines will be followed throughout installation process. The current plans meet safety regulations and the structures themselves are attractive.

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

The current plan will only affect the kindergarten playground. The playground location and area will not be changed. The design is in keeping with the type and rough dimensions of the existing equipment with improved quality. The surrounding neighborhood will not be impacted negatively nor will it be intruded upon.

4. That adequate measures have been or will be taken to provide ingress and egress in a manner which minimize pedestrian and vehicular traffic congestion in the public ways.

The installation of the new playground equipment will in no way impede the normal activities that occur around Greeley School. The pedestrian and vehicular traffic will remain unchanged by the replacement of the play equipment. Furthermore, the District will use good judgment and decision making as to when the equipment will be installed, ensuring, to the best of our ability, that traffic and sidewalks will not be obstructed for users.

5. That adequate parking, utilities, access roads, drainage, and other facilities necessary to the operation of the Special Use exists or are to be provided.

The playground project does not require changes to existing parking, roads, drainage or facilities. The District will ensure that any disruption to the neighbors due to the installation of the new equipment will be minimal. The District will provide information to the neighbors regarding the installation process.

6. That the Special Use in all other respects conforms to the applicable regulations of this and other Village ordinances and codes.

The school district is obliged to follow the safety rules and regulations stated in school code, which ensures a safe playground for children to enjoy. The District will comply with all Village regulations, ordinances and codes in this process.

Mr. Kehoe then moved to recommend approval of the zoning variances set forth in the packet of materials on page nos. 12 and 13 and for the standards set forth therein be incorporated and references and information provided to the Board by the applicant.

The motion was seconded by Mr. Naumann. A vote was taken and the motion was unanimously approved.

AYES: Johnson, Kehoe, Kumer, Naumann

NAYS: None

The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by regulations in that zone.

The proposed playground equipment replaces the existing kindergarten playground equipment. The current plan will only affect the kindergarten playground. The playground is an important factor in the education of our children and must be preserved. The location and area of the playground will not be changed. The design is in keeping with the type and rough dimensions of the existing equipment with improved quality. The surrounding neighborhood will not be impacted negatively nor will it be intruded upon.

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

Due to the limitations of open land space on the school campus that is not used for other child focused functions such as play area and other age appropriate playground equipment and the fact that the proposed kindergarten playground is in close proximity to the kindergarten classrooms, it is not practical or cost effective to move the playground location. In addition, the area where the playground is located is small and accented by existing landscape, including mature trees and bushes.

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

The plan for the updated play equipment does not exceed the area of the current playground space. The new proposed items for the Greeley School kindergarten playground are in keeping with the character of the items that are being replaced. The structures chosen are aligned with the developmental abilities of a child in kindergarten. The updated playground will continue to offer the community a well maintained resource; a place where young children can play during and after school hours. We believe having this lovely resource near homes in the area enhances the appeal to property owners.

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

The proposed playground equipment and design consists of predominantly low open structures that have a minimal effect on light or air flow. Following the safety guidelines which require the structures to be properly spaced from piece to piece provides for additional open space. In addition, the equipment is similar to the structures that are being replaced and any effects on light or air flow are basically unchanged.

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

The school district is obliged to follow the safety rules and regulations stated in school code, which ensures a safe playground for children to enjoy. We also look forward to working collaboratively with the Village in addressing its regulations, ordinances and codes in this process. The proposed playground is in compliance with school code safety regulations and the District will ensure it is also in compliance with safety regulations of the Village. In addition, the new equipment will be located a large distance away from any other structures and in the same area where the existing equipment is located.

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

The new additions to the Greeley School kindergarten playground will offer the community a place for little ones to play during and after school hours. We believe having this lovely resource near homes in the area enhances the appeal to property owners. The playground will be appropriately maintained and available for community use when school is not in session. The current plans provide for structures and design that are attractive and a benefit to the community. Without a replacement plan for the removed aged equipment, kindergarten aged children would be left with a barren play space providing limited developmental experiences.

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

The installation of the new playground equipment will in no way impede or alter the normal activities or traffic that occurs around Greeley School. The District will use good judgment and decision making as to when the equipment will be installed ensuring, to the best of our ability, that traffic and sidewalks will not be obstructed for users.

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

Over the past two years the Greeley School kindergarten playground has lost most of its equipment due to the aging process. The particular area in question consisted mainly of 40+ year old "vintage" equipment. This equipment has been incrementally and will now be totally removed. The new replacement equipment will offer the school and neighborhood children an engaging place to imagine, create, climb, jump leap and play.

EXHIBIT C

TOPOGRAPHICAL SURVEY

(SEE ATTACHED EXHIBIT C)

EXHIBIT D

PROJECT LOCATION PLAN

(SEE ATTACHED EXHIBIT D)

EXHIBIT E

SITE PHOTOS

(SEE ATTACHED EXHIBIT E)

EXHIBIT F

SITE PLAN

(SEE ATTACHED EXHIBIT F)

EXHIBIT G

LANDSCAPE STRUCTURE PLAN

(SEE ATTACHED EXHIBIT G)

EXHIBIT H

UNCONDITIONAL AGREEMENT AND CONSENT

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

WHEREAS, Winnetka Public School District No. 36 ("*Applicant*") is the record title owner of the property commonly known as 275 Fairview Avenue in the Village ("*Subject Property*")

WHEREAS, the Applicant desires to construct on the Subject Property certain outdoor playground improvements for use by kindergarten students; and

WHEREAS, Ordinance No. M-4-2017, adopted by the Village Council on May 16, 2017 ("*Ordinance*"), grants a certain variation from the provisions of the Winnetka Zoning Ordinance and a special use permit to the Applicant to permit the construction of the playground improvements on the Subject Property and the expanded use of the Subject Property for the operation of an elementary school; and

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

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

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

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

3. The Applicant acknowledges and agrees that the Village is not and will not be, in any way, liable for any damages or injuries that may be sustained as a result of the Village's grant of variations and a special use permit for the Subject Property or its adoption of the

Ordinance, and that the Village's approvals do not, and will not, in any way, be deemed to insure the Applicant against damage or injury of any kind and at any time.

4. The Applicant does hereby agree to hold harmless and indemnify the Village, the Village's corporate authorities, and all Village elected and appointed officials, officers, employees, agents, representatives, and attorneys, from any and all claims that may, at any time, be asserted against any of such parties in connection with the Village's adoption of the Ordinance granting the variations and the special use permit 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: __, 2017

ATTEST:

By: __

Its: __

WINNETKA PUBLIC SCHOOL DISTRICT NO. 36

By: __

Its: __

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**WINNETKA ZONING BOARD OF APPEALS
EXCERPT OF MEETING MINUTES
MARCH 14, 2022**

Zoning Board Members Present: Kimberly Handler, Acting Chairperson
Kate Casale MacNally
Todd Vender
Max Weigandt

Zoning Board Members Absent: Matt Bradley
Lynn Hanley
Mike Nielsen

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

Case No. 22-08-SU: 275 Fairview Avenue – Greeley Elementary School: An application submitted by Kathryn Talty Landscape Architecture on behalf of Winnetka Public School District 36, seeking approval of an amendment to an existing special use permit, which allowed playground improvements at Greeley Elementary School, 275 Fairview Avenue, and zoning variations to allow playground improvements to an existing playground. The requested amendment would allow improvements to the existing playground located on the northeast corner of 275 Fairview Avenue. The requested variations would permit the playground to: (i) exceed the maximum permitted impermeable lot coverage; (ii) exceed the maximum permitted front yard lot coverage and (iii) provide less than the minimum required front yard setback from Hawthorn Lane. The Village Council final jurisdiction on this request.

Ms. Klaassen identified the variations being requested along with the property's location and zoning classification noting the ordinance allowed the school as a special use. She stated the school was originally constructed in 1912 and has had many additions and zoning variations over the years. Ms. Klaassen then identified photos of the existing playground where the renovation is proposed. She noted the property is required to comply with single family residential zoning requirements making it common for the use to far exceed the requirements and identified the variation amounts being requested as highlighted in the table. Ms. Klaassen also referred to the proposed play equipment rendering with the tallest portion being 12 feet in height. She stated the DRB and Plan Commission would also review the request and noted no public correspondence was received for the request. Ms. Klaassen then stated following public comment and Board discussion, a Board Member may wish to make a motion to recommend approval or denial of the request as indicated on page nos. 8 and 9 of the staff report and asked if there were any questions.

Chairperson Handler asked if the DRB would opine on the proposal's appearance, and Ms. Klaassen confirmed that is correct. Kathryn Talty informed the Board the reasoning behind the change in surfacing from wood chips to the rubberized surface is to provide a more accessible solution for those with mobility issues. She then identified the life span of the play equipment necessitating the need for the change. Ms. Talty then asked if there were any questions. Ms. Casale MacNally questioned the impact on the immediately adjacent existing teacher parking. Ms. Talty responded they would remain within the current playground boundaries and parking would remain intact with construction staging in the area in the summer. She also confirmed the pollinator garden and raised planters would remain.

1 Chairperson Handler asked what the surface of the existing playground is. Ms. Talty is described it as
2 engineered wood fiber chips and explained the difference between the two surface materials.
3 Chairperson Handler indicated she is troubled by the impermeable lot coverage. Ms. Talty explained to
4 the Board the navigation difficulty in terms of ADA accessibility as well as the reoccurring replenishment
5 of wood surface chips and the costs involved in connection with the existing surface materials. She also
6 described the proposed surface's consistency and materials as well as storm runoff engineering plans
7 related to location of existing stormwater drains. No additional questions were raised at this time.
8

9 Chairperson Handler asked for public comment. No comments were made at this time. She then called
10 the matter in for discussion. Mr. Vender stated he did not have an issue regarding the request and amount
11 of impermeable surface. He stated the request would improve the school and he is in favor of the request.
12 Mr. Weigandt agreed with Mr. Vender's comments. Ms. Casale MacNally stated the playground needed
13 to be replaced and commented the design is fantastic and in keeping with the surrounding community.
14 She also stated while she is not thrilled with the amount of impermeable surface, the request results in
15 the right balance and would provide ADA accessibility and she is also in favor of the request. Chairperson
16 Handler stated she is significantly concerned in light of the Village's plans to improve storm water drainage
17 and suggested there be an alternative solution. She then stated she would not be in favor of the request.
18 Mr. Schoon confirmed four votes are needed to forward a recommendation of either approval or denial
19 to the Village Council, or the Board could continue the item to the next meeting when more Board
20 Members may be present. He noted the school would be required to comply with storm water
21 requirements, and he described impermeable lot coverage standards in other zoning districts including
22 instances where 100% of a property can be covered in terms of impermeable surface as long as required
23 storm water drainage and detention is provided. Chairperson Handler then stated she would vote in favor
24 of the request noting strong reservations regarding the amount of impervious surface being added to an
25 institutional use.
26

27 Chairperson Handler then asked for a motion to recommend approval as indicated on page nos. 8 and 9
28 of the staff report. Mr. Weigandt moved to recommend approval of the special use amendment and
29 requested variations. The motion was seconded by Ms. Casale MacNally. A vote was taken and the motion
30 unanimously passed, 4 to 0:
31 AYES: Casale MacNally, Handler, Vender, Weigandt
32 NAYS: None
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34 ***

ATTACHMENT 3

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**Winnetka Design Review Board/Sign Board of Appeals
Excerpt of Meeting Minutes
March 17, 2022**

Members Present:

Kirk Albinson, Chairman
Maggie Mainers
Katie Moor
Heather Niehoff

Members Absent:

Michael Klaskin
Paul Konstant
Michael Ritter

Village Staff:

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

Case No. 22-08-SU: 275 Fairview Avenue – Greeley Elementary School: Certificate of Appropriateness to allow replacement of existing play equipment and replacement of wood chips with a rubberized surface of the existing playground located on the northeast corner of the school property.

Mr. Schoon stated the request is to replace playground equipment and the wood chips with a rubberized surface and identified the color palette. He then referred to the site plan and renderings noting the request also needs approval by the ZBA and PC. Mr. Schoon noted the ZBA recommended approval of the request and referred to the motion on page 7 for the Board to consider.

Chairman Albinson asked if there were any questions. No questions were raised at this time. He then asked for a motion to recommend approval of the request as noted on page 7. Ms. Moor moved to recommend approval of the request as indicated on page 7. Ms. Meiners seconded the motion. A vote was taken and the motion unanimously passed:

AYES: Albinson, Meiners, Moor, Niehoff

NAYS: None

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**WINNETKA PLAN COMMISSION
EXCERPT OF MEETING MINUTES
MARCH 23, 2022**

Members Present: Bridget Orsic, Chairperson
Jonathan Alt
Matthew Bradley
Mamie Case
Layla Danley
John Golan
Chris Foley
Liz Kunkle
Kim Mancini

Members Absent: None

Village Staff: David Schoon, Director of Community Development

21 **Case No. 22-08-SU: 275 Fairview Avenue – Greeley Elementary School: An application submitted by**
22 **Kathryn Talty Landscape Architecture on behalf of Winnetka Public School District 36, seeking approval**
23 **of an amendment to an existing special use permit, which allowed playground improvements at Greeley**
24 **Elementary School, 275 Fairview Avenue, Greeley Elementary School. The requested amendment would**
25 **allow improvements to the existing playground located on the northeast corner of 275 Fairview Avenue.**
26 **The Village Council has final jurisdiction on this request.**

27 Mr. Schoon referred to photos of the property’s location, zoning classification as well as the playground
28 to be replaced and identified the property’s zoning relief history. He stated the request is to replace the
29 existing permeable mulch surface with a rubberized surface covering the same area that exists. Mr.
30 Schoon then referred to the proposed playground equipment renderings noting zoning variations are also
31 necessary which the ZBA reviewed and recommended approval of both the special use and zoning
32 variations. He stated the DRB also reviewed the playground design and recommended approval. Mr.
33 Schoon then stated on page nos. 7 and 8 is language for a recommendation for the Commission to either
34 approve or deny the request and asked if there were any questions. No questions were raised at this time.
35 Mr. Schoon noted no correspondence was received regarding the request.

36
37 Chairperson Orsic swore in those speaking to this matter. Kathryn Talty introduced herself to the
38 Commission along with Joshua Swanner, the Principal, and a Special Education teacher. Ms. Talty
39 described the history surrounding the need to replace and update the playground equipment. She stated
40 the color would be similar to other playgrounds in the Village and explained the rationale for replacing
41 the existing mulch surface with the rubberized surface which would accommodate those with mobility
42 issues. Ms. Talty informed the Commission it is their hope for construction to begin in the summer and
43 asked if there were any questions.

44
45 Mr. Golan asked how the rubberized surface would drain and Ms. Talty explained the drainage system to
46 the Commission. Chairperson Orsic stated the Commission is aware of the playground equipment’s
47 lifecycle and agreed that ADA accessibility is important. She then stated the request met all of the
48 standards and asked for a motion.

1 A motion to recommend approval was made by Ms. Danley who read the findings into the record. The
2 motion was seconded. A vote was taken and the motion unanimously passed, 9 to 0:
3 AYES: Alt, Bradley, Case, Danley, Golan, Foley, Kunkle, Mancini, Orsic
4 NAYS: None
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DRAFT



Agenda Item Executive Summary

Title: Resolution No. R-52-2022 - Approving Amendments and Vacation of Easements in the Harza Subdivision (Adoption)

Presenter: David Schoon, Community Development Director

Agenda Date: 04/19/2022

Consent: YES NO

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

Item History:

None

Executive Summary:

On April 19, 2022, the Village Council is scheduled to consider Resolution No. R-52-2022, Approving Amendments and Vacation of Easements for Ingress, Egress, a Private Roadway, and a Tennis Court in the Harza Subdivision. The resolution is in response to a request to obtain approval to vacate portions of an easement for ingress, egress, and private roadway and to vacate a tennis court easement that were established with the recordation of the Harza Subdivision in 1992 and that serves the lots commonly referred to 653 Sheridan Road, 655 Sheridan Road, 657 Sheridan Road, and 661 Sheridan Road (the “Subject Property”). The owners of the Subject Property (the “Applicants”) have filed an application requesting the vacations, which owners are:

- A. Paul Konstant and Donna Konstant, or the survivor, not individually but as Co-Trustees of the Konstant Family Revocable Trust dated January 27, 2022, as owners of the property at 653 Sheridan Road;
- B. Peter H. McNerney and Anne B. McNerney, as owners of 655 Sheridan Road;
- C. Lake Michigan LLC, an Illinois Limited Liability Company, as owner of 657 Sheridan Road; and
- D. BL Partners LLC, an Illinois Limited Liability Company, as the owner of the property of 661 Sheridan Road.

The attached staff report further elaborates on the request. This request only requires action by the Village Council.

Recommendation:

Consider adoption of Resolution No. R-52-2022, which would approve an amendment to the easements on the Subject Property.

Attachments:

1. Staff Report
2. Resolution No. R-52-2022: Approving Amendments and Vacation of Easements for Ingress, Egress, a Private Roadway, and a Tennis Court in the Harza Subdivision (653, 655, 657, and 661 Sheridan Road)
3. Applicants’ request to vacate portion of an easement for ingress, egress, and private roadway and to vacate a tennis court easement



MEMORANDUM VILLAGE OF WINNETKA

COMMUNITY DEVELOPMENT DEPARTMENT

TO: VILLAGE COUNCIL
FROM: DAVID SCHOON, DIRECTOR
DATE: APRIL 13, 2022
SUBJECT: 2022-12-SD: 653, 655, 657, 661 SHERIDAN ROAD
AMENDMENT TO EASEMENT FOR THE HARZA'S SUBDIVISION

INTRODUCTION

On April 19, 2022, the Village Council is scheduled to consider Resolution R-52-2022, A Resolution Approving Amendments and Vacation of Easements for Ingress, Egress, a Private Roadway, and a Tennis Court in the Harza Subdivision. The resolution is in response to a request ***to obtain approval to vacate portions of an easement for ingress, egress, and private roadway and to vacate a tennis court easement that were established with the recordation of the Harza Subdivision in 1992*** and that serves the lots commonly referred to 653 Sheridan Road, 655 Sheridan Road, 657 Sheridan Road, and 661 Sheridan Road (the "Subject Property"). The owners of the Subject Property (the "Applicants") have filed an application requesting the vacations, which owners are:

- A. Paul Konstant and Donna Konstant, or the survivor, not individually but as Co-Trustees of the Konstant Family Revocable Trust dated January 27, 2022, as owners of the property at 653 Sheridan Road ("Property 653");
- B. Peter H. McNerney and Anne B. McNerney, as owners of 655 Sheridan Road ("Property 655");
- C. Lake Michigan LLC, an Illinois Limited Liability Company, as owner of 657 Sheridan Road ("Property 657"); and
- D. BL Partners LLC, an Illinois Limited Liability Company, as the owner of the property of 661 Sheridan Road ("Property 661").

PROPERTY DESCRIPTION

The Subject Property is generally located on the east side of Sheridan Road, between Pine Street and Maple Street (see Figures 1 and 2 on the following page).



Figure 1 - Location Map – 653, 655, 657, & 661 Sheridan Road

The Subject Property and the surrounding properties are zoned R-2 Single Family Residential District.



Figure 2 - Aerial Location Map – 653, 655, 657, & 661 Sheridan Road

BACKGROUND

On November 5, 1991, the Village Council approved the proposed four-lot Harza Subdivision (*Resolution R-1118-91*). As part of the subdivision approval, the subdivision included a 10-foot wide ingress, egress, and driveway easement that crossed the 653 Property and the 661 Property and that ended in a hammerhead shaped ingress and egress easement on the 655 Property and 657 Property. Only the easement area on the 653 Property and the 661 Property was ever paved; the hammerhead area was never paved as a turn-around area.

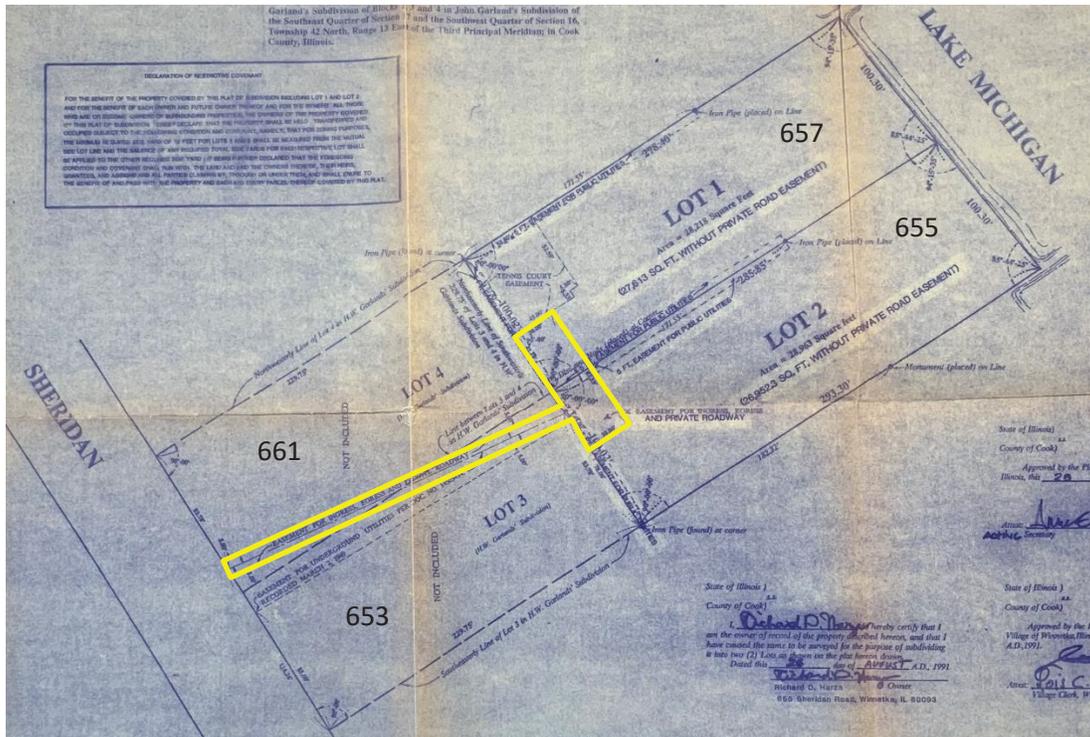


Figure 3 – Excerpt of Harza's Plat of Subdivision with Ingress/Egress Easement Outlined in Yellow

In 2011, a driveway access easement was granted over a portion of the 653 Property for the use and benefit of the 655 Property, its residents, tenants, guests, and invitees. The easement allowed for a driveway over the easement area, which provided a new way of accessing the new house being constructed on the 655 Property, which lot had been vacant prior to the construction of the new home.

In 2019, a driveway access easement was granted over a portion of the 661 Sheridan Property for the use and benefit of the 657 Property, its residents, tenants, guests, and invitees. The easement allowed for a driveway over the easement area. At the time, an existing home had been torn down and a new home was being constructed on the 657 Property. The easement allowed for a driveway that provided a new way of accessing the new house.

The image on the following page illustrates the locations of the existing ingress/egress and driveway easements on the Subject Property.



Private Road Easement - 1991	655-653 Sheridan Driveway Easement - 2011	657-661 Sheridan Driveway Easement - 2019

Figure 4 – Existing Easements

APPLICANT’S REQUEST

As previously stated, the Applicants requests *approval to vacate portions of an easement for ingress, egress, and private roadway and to vacate a tennis court easement that were established with the recordation of the Harza Subdivision in 1992* that serves the lots on the Subject Property. Figures 5 & 6 illustrate the portions of the private roadway easement that would be vacated with this request.

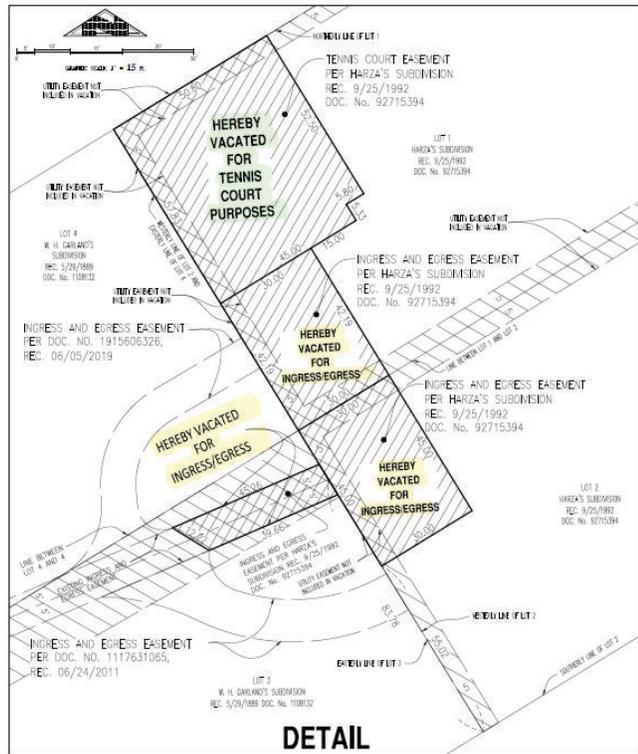
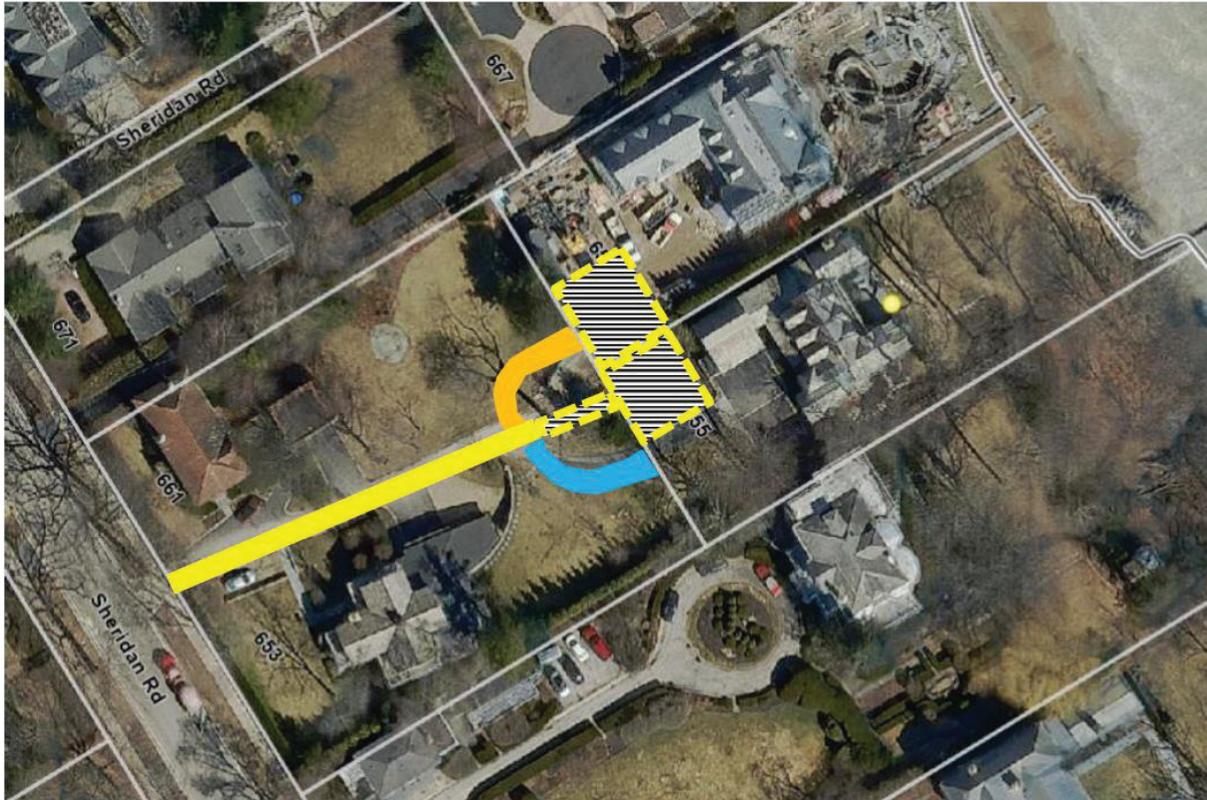


Figure 5 –Easements to be Vacated



Private Road Easement - 1991	655-653 Sheridan Driveway Easement - 2011	657-661 Sheridan Driveway Easement - 2019	Private Road Easement Proposed For Vacation

Figure 6 – Private Roadway Easement Vacation Request

STAFF REVIEW

The Village Engineering Department and the Water & Electric Department have reviewed and approved the proposed changes to the easements to ensure that all other existing Village utilities on the Subject Property (e.g., sanitary sewer, water, electric) will be covered by the amended easements. The Fire Department has also reviewed the proposed changes.

The Village Attorney has also reviewed the proposed amendment to the easement to ensure it complies with all subdivision code requirements. Given the amendment is to an easement that was established through the creation of a plat of subdivision, all property owners within the subdivision must sign off on the amendment. All property owners have signed the amendment.

SUMMARY

The Council is scheduled to consider Resolution No. R52-2022, which would approve amendments to certain easements on the Subject Property.

ATTACHMENTS

- Attachment A: Resolution R-52-2022, A Resolution Approving Amendments and Vacation of Easements for Ingress, Egress, a Private Roadway, and a Tennis Court in the Harza Subdivision (653, 655, 657, and 661 Sheridan Road).
- Attachment B: Applicants’ submittal to request to vacate portion of an easement for ingress, egress, and private roadway and to vacate a tennis court easement.

ATTACHMENT 2

RESOLUTION NO. R-52-2022

**A RESOLUTION APPROVING AMENDMENTS AND VACATION OF EASEMENTS
FOR INGRESS, EGRESS, A PRIVATE ROADWAY, AND A TENNIS COURT
IN THE HARZA SUBDIVISION
(653, 655, 657, 661 SHERIDAN 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, Paul Konstant and Donna Konstant, as Co-Trustees of the Konstant Family Revocable Trust dated January 27, 2022 (“*653 Owner*”), own the property commonly known as 653 Sheridan Road (“*653 Property*”); and

WHEREAS, Peter H. McNerney and Anne B. McNerney (“*655 Owner*”) own the property commonly known as 655 Sheridan Road (“*655 Property*”);

WHEREAS, Lake Michigan LLC (“*657 Owner*”) owns the property commonly known as 657 Sheridan Road (“*657 Property*”); and

WHEREAS, BL Partners LLC (“*661 Owner*”) (the 653 Owner, 655 Owner, 657 Owner, and 661 Owner are, collectively, “*Owners*”) owns the property commonly known as 661 Sheridan Road (“*661 Property*”) (the 653 Property, 655 Property, 657 Property, and 661 Property are, collectively, the “*Properties*”); and

WHEREAS, in 1992 the Village approved a plat of subdivision for the Harza Subdivision (“*Plat*”), which Plat was recorded with the Cook County Recorder of Deeds as Document No. 92715394; and

WHEREAS, the Properties are part of the Harza Subdivision; and

WHEREAS, on the Plat, the Owners and the Village set forth various easements for ingress, egress, a private roadway, and a tennis court (collectively, “*Easements*”); and

WHEREAS, the Owners desire to amend and vacate certain portions of the Easements, as set forth in the Agreement to Vacate Certain Easements attached **Exhibit A** hereto and incorporated herein (“*Agreement*”); and

WHEREAS, the Village Council has determined that it will serve and be in the best interests of the Village and its residents to consent to the Agreement and approve the amendment and vacation of portions of the Easements as set forth in the Agreement;

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.

April 19, 2022

R-52-2022

SECTION 2: APPROVAL OF AGREEMENT. The Village Council hereby approves and consents to: (i) the amendments and vacation of certain portions of the Easements as set forth in the Agreement; and (ii) the Agreement in a final form approved by the Village Manager.

SECTION 3: AUTHORIZATION TO EXECUTE CONSENT. The Village Council hereby authorizes and directs the Village President and the Village Clerk to execute and seal, on behalf of the Village, any documents necessary to effectuate the approvals and consents provided in Section 2 of this Resolution.

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 April 19, 2022, pursuant to the following roll call vote:

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

Signed

Village President

Countersigned:

Village Clerk

EXHIBIT A

AGREEMENT TO VACATE CERTAIN EASEMENTS

April 19, 2022

R-52-2022

Space Reserved for Recorder's Office Only

AGREEMENT TO VACATE CERTAIN EASEMENTS

This Agreement to Vacate Certain Easements ("Agreement") is made and entered into as of _____, by and between the following parties, (collectively, the "Parties"):

- A. Paul Konstant and Donna Konstant, or the survivor, not individually but as Co-Trustees of the Konstant Family Revocable Trust dated January 27, 2020. (653 Sheridan Road: PIN: 05-16-106-057-0000: Part of Lot 3 and Lot 4 of H.W. Garland's Subdivision). This property is hereinafter referred to as "Property 653".
- B. Peter H. McNerney and Anne B. McNerney. (655 Sheridan Road: PIN: 06-16-106-073-0000: Lot 2 of Harza's Subdivision). This property is hereinafter referred to as "Property 655".
- C. Lake Michigan LLC, an Illinois Limited Liability Company. (657 Sheridan Road: PIN: 05-16-106-072-0000: Lot 1 of Harza's Subdivision). This property is hereinafter referred to as "Property 657".
- D. BL Partners LLC, an Illinois Limited Liability Company. (661 Sheridan Road: PIN 05-16-106-056-0000: Part of Lot 3 and Lot 4 of H.W. Garland's Subdivision). This property is hereinafter referred to as "Property 661".

The legal description of each of the four Properties is set out in **Exhibit A** to this Agreement. The properties are sometimes collectively referred to as "Properties".

RECITALS

A. The Properties are subject to certain easements depicted in Harza's Subdivision dated December 12, 1991, as recorded with the Cook County Recorder on September 25, 1992 as Document No. 92715394, a copy of which is attached hereto and made a part hereof as **Exhibit B** ("Harza Subdivision").

B. The parties hereto, constituting all of the Owners of the Properties, desire to vacate certain portions of the easements depicted in **Exhibit B** (Harza Subdivision), all as set out below.

NOW, THEREFORE, the Parties hereby agree that the Properties shall be held, conveyed, occupied, and encumbered subject to the rights, easements, covenants and restrictions hereinafter set forth, each and all of which shall, with respect to the Properties, attach to and constitute covenants running with the land:

1. Incorporation of Recitals. The foregoing Recitals are hereby incorporated by reference in the body of this Agreement as if fully set forth herein.

2. Definition of "Owner". The term "Owner" as used in this Agreement means the person or entity (or persons or entities, if more than one), at any time in question, holding fee simple title to any Property.

3. Certain Existing Ingress/Egress Easements. There currently exists an easement for ingress, egress and private roadway that runs five feet on either side of the lot line that separates Property 653 and Property 661, starting at Sheridan Road and running from Sheridan Road to the Southwesterly lot line of Property 655. From there it expands into (i) a thirty (30) by forty-five (45) foot rectangle in the corner of Property 655 formed by its Northwest lot line and Southwest lot line ("655 Rectangle") and (ii) a thirty (30) by forty-two and nineteen-hundredths (42.19) foot rectangle in the corner of Property 657 formed by its Southeast lot line and Southwest lot line ("657 Rectangle"). There also exists an easement for a tennis court located in the corner of Property 657 formed by its Northwest lot line and Southwest lot line, sometimes referred to herein as the "Tennis Court Easement." The easements together are sometimes referred to collectively as the "Subject Subdivision Easements".

4. Existing Driveway Easements. There currently also exist two Driveway Easements relating to the Properties, as follows:
 - A. Declaration of Easement dated June 23, 2011 and recorded with the Cook County Recorder on June 24, 2011, Recorder No. 1117631065. The parties to this easement are the owners of Property 653 and Property 655. A copy of the Declaration of Easement, with Plat, is attached hereto as **Exhibit C**. This easement creates a driveway that branches off from the Subject Subdivision Easements approximately fifty feet from the Lot line between Property 653 and Property 655 and runs across Property 653 in an arc to said Lot line between Property 653 and Property 655.

 - B. Declaration of Easement dated April 30, 2019 and recorded with the Cook County Recorder on June 6, 2019, Recorder No. 1915606326. The parties to this easement are the owners of Property 657 and Property 661. A copy of the Declaration of Easement, with Plat, is attached hereto as **Exhibit D**. This easement creates a driveway that branches off from the Subject Subdivision Easements approximately fifty feet from the Lot line between Property 653 and Property 655 and runs across Property 661 in an arc to the Lot line between Property 657 and Property 661.

5. Existing Utility Easements Included in Subdivision Easement. There currently also exists a public utility easement that runs (i) five feet on either side of the Lot line that separates Property 653 and Property 661, starting at Sheridan Road and running from Sheridan Road to the Southwest lot line of Property 655, (ii) five feet on either side of the Lot line between Property 655 and Property 657 for a distance of one-hundred-seventy-one and fifty-five hundredths (171.55) feet, (iii) five feet along the Northeast side of the Southwesterly lot line of both Property 655 and Property 657, and (iv)

five feet along the Southeast side of the Northwest lot line of Property 657 for a distance of one-hundred-seventy-one and fifty-five hundredths (171.55) feet. These public utility easements shall remain in place and unaffected by the vacation of easement which is the subject of this Agreement.

6. Vacation. The Parties hereby agree to vacate, for ingress, egress and roadway purposes only, the following portions of the Subject Subdivision Easements:

- A. The 655 Rectangle.
- B. The 657 Rectangle.
- C. The Tennis Court Easement
- D. That portion of the Subject Subdivision Easements running along the Property line between Property 653 and Property 661 starting at the intersection of the two Driveway Easements (specifically, the most northeasterly line of the intersection) and running Northeasterly along that lot line to the point where it connects to the lot line between Property 653 and Property 655. The Parties acknowledge that this portion to be vacated (6D) lies outside of the specific boundaries of Lot 1 and Lot 2 of the Harza Subdivision.

Attached hereto as **Exhibit E** is the Plat of Vacation that displays in graphic form the vacations described in this Paragraph 6.

7. Other Easements Unaffected. All easements benefiting or burdening the Properties, other than those expressly vacated by this Agreement, remain legally effective and unmodified, including without limitation, those referred to in Paragraph 5 above (relating to the public utility component of the Subject Subdivision Easements).

8. General Provisions.

A. The revised easement contained in this Agreement and rights granted and declared in this Agreement are easements appurtenant, running with the land, and shall inure to the benefit of, burden and be binding upon the undersigned, their successors and assigns, and upon any Owner, purchaser, mortgagee, or other person having an interest in the Properties, or any part thereof.

B. This Agreement shall be governed by the laws of the State of Illinois.

C. If any provision of this Agreement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Agreement or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

D. The Section headings in this Agreement are for convenience of reference only and shall not define, limit or prescribe the scope or intent of any term of this Agreement.

E. This Agreement may be executed in counterparts, each of which upon such execution shall be deemed an original.

[Signature Pages Follow]

This Agreement is executed as of the day and date first above written.

Paul Konstant, and Donna Konstant, or the survivor, not individually but as Co-Trustees of the Konstant Family Revocable Trust dated January 27, 2020. [Property 653]

[Redacted]

Paul Konstant, as Trustee Aforesaid

[Redacted]

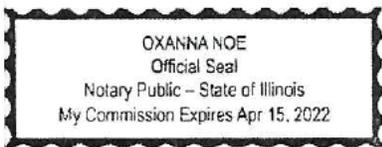
Donna Konstant, as Trustee Aforesaid

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing instrument was executed before me this 6TH day of APRIL, 2022 by Paul Konstant and Donna Konstant.

Given under my hand and seal this 6TH day of APRIL, 2022.

[Redacted]
Notary Public



Peter H. McNerney and Anne B. McNerney. [Property 655]

Peter H. McNerney

Anne B. McNerney

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing instrument was executed before me this _____ day of _____, 2022 by Peter H. McNerney and Anne B. McNerney.

Given under my hand and seal this _____ day of _____, 2022.

Notary Public

This Agreement is executed as of the day and date first above written.

Paul Konstant and Donna Konstant, or the survivor, not individually but as Co-Trustees of the Konstant Family Revocable Trust dated January 27, 2020. [Property 653]

Paul Konstant, as Trustee Aforesaid

Donna Konstant, as Trustee Aforesaid

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing instrument was executed before me this _____ day of _____, 2022
by Paul Konstant and Donna Konstant.

Given under my hand and seal this _____ day of _____, 2022.

Notary Public

Peter H. McNerney and Anne B. McNerney. [Property 655]

Peter H. McNerney

Anne B. McNerney

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing instrument was executed before me this 10th day of February 2022
by Peter H. McNerney and Anne B. McNerney.

Given under my hand and seal this 10th day of February, 2022.

Notary Public



Lake Michigan LLC, an Illinois Limited Liability Company. [Property 657]

By: Christopher T. Childs, its Manager

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing instrument was executed before me this 17th day of January, 2022
by Christopher T. Childs.

Given under my hand and seal this 17th day of January, 2022.

Notary Public



BL Partners LLC, an Illinois Limited Liability Company. [Property 661]

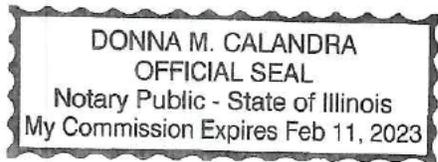
By: Christopher T. Childs, its Manager

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing instrument was executed before me this 17th day of January, 2022
by Christopher T. Childs.

Given under my hand and seal this 17th day of January, 2022.

Notary Public



**EXHIBIT A
TO AGREEMENT**

Legal Description of Properties

LEGAL DESCRIPTION: 653 SHERIDAN ROAD, WINNETKA, ILLINOIS

THAT PART OF THE SOUTHWESTERLY 229.75 FEET OF LOTS 3 AND 4, LYING SOUTHEASTERLY OF A LINE DRAWN FROM A POINT ON THE SOUTHWESTERLY LINE OF SAID LOT 4, 83.78 FEET SOUTHEASTERLY OF THE NORTHWESTERLY CORNER THEREOF TO A POINT ON THE NORTHEASTERLY LINE OF SAID SOUTHWESTERLY 229.75 FEET, 83.78 FEET (AS MEASURED ALONG SAID NORTHEASTERLY LINE) NORTHWESTERLY OF THE SOUTHEASTERLY LINE OF SAID LOT 3, ALL IN W. H. GARLAND'S SUBDIVISION OF BLOCKS 2, 3 AND 4, IN JOHN GARLAND'S SUBDIVISION OF THE SOUTHEAST QUARTER OF SECTION 17, AND THE SOUTHWEST QUARTER OF FRACTIONAL SECTION 16, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

LEGAL DESCRIPTION: 655 SHERIDAN ROAD, WINNETKA, ILLINOIS

PARCEL 1:

LOT 2 IN HARZA'S SUBDIVISION, A RESUBDIVISION OF LOTS 3 AND 4 (EXCEPT THE SOUTHWESTERLY 229.75 FEET OF SAID LOTS) IN H. W. GARLAND'S SUBDIVISION OF BLOCKS 2, 3 AND 4 IN JOHN GARLAND'S SUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 17, AND THE SOUTHWEST 1/4 OF SECTION 16, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOKCOUNTY, ILLINOIS

PARCEL 2:

EASEMENT FOR INGRESS, EGRESS AND REGRESS FOR THE BENEFIT OF PARCEL 1 OVER AND ACROSS THE NORTH 5 FEET OF AN EASEMENT DESCRIBED AS FOLLOWS: A 10 FOOT STRIP OF LAND EXTENDING 5 FEET ON EACH SIDE OF A LINE FROM A POINT ON THE SOUTHWESTERLY LINE OF SAID LOTS 3 AND 4, 83.78 FEET SOUTHEASTERLY OF THE NORTHWESTERLY CORNER OF SAID LOT 4, EXTENDING THEREFROM 232.03 FEET MORE OR LESS NORTHEASTERLY TO A POINT 116.26 FEET SOUTHEASTERLY OF THE NORTHWESTERLY LINE OF SAID LOT 4 ON A LINE PARALLEL TO AND 229.75 FEET NORTHEASTERLY OF SAID SOUTHWESTERLY LINE OF SAID LOTS 3 AND 4 MEASURED AT RIGHT ANGLES THERETO, AS CREATED BY GRANT FROM MARSHALL FRANK BARNETT AND LEONE G. BARNETT, HIS WIFE TO WILLIAM A. MANN AND MAUD D. MANN, HIS WIFE DATED SEPTEMBER 19, 1949 AND RECORDED SEPTEMBER 24, 1949 AS DOCUMENT 14638100.

LEGAL DESCRIPTION: 657 SHERIDAN ROAD, WINNETKA, ILLINOIS

PARCEL 1:

LOT 1 IN HARZA'S SUBDIVISION IN THE SOUTHWEST QUARTER OF FRACTIONAL SECTION 16, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY PLAT OF SUBDIVISION DATED AUGUST 4, 1991 AND RECORDED AS DOCUMENT 92715394 FOR THE PURPOSE OF INGRESS AND EGRESS OVER AND UPON CERTAIN PORTIONS OF LOT 2 IN HARZA'S SUBDIVISION AND LOTS 3 AND 4 IN H.W. GARLAND'S SUBDIVISION OF SECTION 16, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

LEGAL DESCRIPTION: 661 SHERIDAN ROAD, WINNETKA, ILLINOIS

THAT PART OF THE SOUTHWESTERLY 229.75 FEET OF LOTS 3 AND 4 LYING NORTHWESTERLY OF A LINE DRAWN FROM A POINT IN THE SOUTHWESTERLY LINE OF SAID LOT 4, 83.78 FEET SOUTHEASTERLY OF THE NORTHWESTERLY CORNER THEREOF, TO A POINT ON THE NORTHEASTERLY LINE OF SAID SOUTHWESTERLY 229.75 FEET, 83.78 FEET (AS MEASURED ALONG SAID NORTHEASTERLY LINE) NORTHWESTERLY OF THE SOUTHEASTERLY LINE OF SAID LOT 3, ALL IN W. H. GARLAND'S SUBDIVISION OF BLOCKS 2, 3 AND 4 IN JOHN GARLAND'S SUBDIVISION THE SOUTHEAST 1/4 OF SECTION 17 AND THE SOUTHWEST 1/4 OF FRACTIONAL SECTION 16, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**EXHIBIT B
TO AGREEMENT**

Plat of Harza Subdivision

EXHIBIT C
TO AGREEMENT

Driveway Easement [653-655]

NOT AN OFFICIAL DOCUMENT



Doc#: 1117631065 Fee: \$48.00
Eugene "Gene" Moore RWSP Fee \$10.00
Cook County Recorder of Deeds
Date: 06/24/2011 03:44 PM Pg: 1 of 7

This document prepared by
and after recording return to
Steven D. Friedland
Applegate & Thorne-Thomsen
322 S. Green Street
Suite 400
Chicago, Illinois 60607

(This Space Reserved for Recorder's Office Use Only)

DECLARATION OF EASEMENT

This Declaration of Easement (this "Declaration") is made and entered into as of June 24, 2011, by Peter H. McNerney and Anne B. McNerney ("Declarant").

RECITALS

A. Declarant the owner of 653 Sheridan Road, Winnetka, Illinois, which property legally described on Exhibit A attached hereto ("653") and 655 Sheridan Road, Winnetka, Illinois which property legally described on Exhibit B attached hereto ("655").

B. 653 and 655 (each referred to herein as a "Lot") are each improved with a single family residence.

C. Declarant executed and recorded that certain Plat of Easement recorded with the Cook County Recorder of Deeds on June 3, 2011 as Document Number 1115418045 (the "Plat of Easement"), a copy of which is attached hereto as Exhibit C, for the purpose of establishing an easement for a driveway to be located on 653 for the use and benefit of 655.

NOW, THEREFORE, the Declarant hereby declares that 653 and 655 shall be held, conveyed, occupied, and encumbered subject to the rights, easements, covenants and restrictions hereinafter set forth, each and all of which shall, with respect to both 653 and 655, attach to and constitute covenants running with the land:

I. INCORPORATION OF RECITALS. The foregoing Recitals are hereby incorporated by reference in the body of this Declaration as if fully set forth herein.

111502.2

NOT AN OFFICIAL DOCUMENT

2. **DEFINITION OF "OWNER".** The term "Owner" as used in this Declaration means the person or entity (or persons or entities if more than one) at any time in question, holding fee simple title to any Lot.

3. **GRANT OF DRIVEWAY ACCESS EASEMENT.** Declarant hereby declares, grants and conveys a perpetual non-exclusive easement (the "Easement") under, over, across and through that portion of 653 depicted on the Plat of Easement as "Easement Hereby Granted" (the "Easement Area") for the use and benefit of 655 to permit the Owner of 655, its residents, tenants, guests and invitees ingress to and egress from 655 over and across 653. The Easement granted hereby shall include the right of the Owner of 655 to construct, maintain, repair and replace a driveway over the Easement Area.

4. **NO OBSTRUCTIONS.** No barrier or other obstruction shall be erected across the Easement Area that would impair or block the vehicular or pedestrian access over the Easement Area.

5. **MAINTENANCE AND REPAIR.** The Owner of 655 shall be responsible to maintain, repair and restore, at its sole cost and expense, the driveway improvements located on the Easement Area.

6. **EXISTING EASEMENTS UNAFFECTED.** Nothing herein shall affect or modify any existing easement benefitting or burdening 653 or 655, including but not limited to the easements granted pursuant to that certain grant of easement dated September 19, 1949 and recorded with the Cook County Recorder of Deeds September 24, 1949 as Document Number 14638100 and any easements granted and created by Harza's Subdivision recorded with the Cook County Recorder of Deeds on September 25, 1992 as Document Number 92715394.

7. **INDEMNITY.** The Owner of 655 expressly agrees to defend, hold harmless and indemnify the Owner of 653 from and against any and all claims, costs, damages, expenses, and judgments and liability arising out of or in any way connected with such Owner's use of the Easement created by this Declaration, including but not limited to reasonable attorney's fees and costs, provided that the forgoing indemnity shall not apply to the negligence or willful misconduct of the Owner of 653.

8. GENERAL PROVISIONS.

(a) The Easement and rights granted and declared in this Declaration are easements appurtenant, running with the land, and shall inure to the benefit of, burden and be binding upon the undersigned, their successors and assigns, and upon any Owner, purchaser, mortgagee, or other person having an interest in either 653 or 655, or any part thereof.

(b) This Declaration shall be governed by the laws of the State of Illinois.

(c) If any provision of this Declaration, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Declaration or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

NOT AN OFFICIAL DOCUMENT

(d) The Section headings in this Declaration are for convenience of reference only and shall not define, limit or prescribe the scope or intent of any term of this Declaration.

(e) In fulfilling obligations and exercising rights under this Declaration, each Owner shall cooperate with the other Owner to promote the efficient operation and use of the their respective Lots.

(f) This Declaration may be executed in counterparts, each of which upon such execution shall be deemed an original.

[Signature Page Follows]

Property of Cook County Recorder of Deeds

NOT AN OFFICIAL DOCUMENT

The Declarant has executed this Declaration as of the date first above written.

Peter H. McNerney
[Redacted Signature]

Anne B. McNerney
[Redacted Signature]

Property of Cook County Recorder-Deed

State of Illinois)
) ss
County of Cook)

The foregoing instrument was acknowledged before me this June 23, 2011 by Peter H. McNerney.

Given under my hand and official seal, this 23 day of June, 2011.

[Redacted Signature]
Notary Public

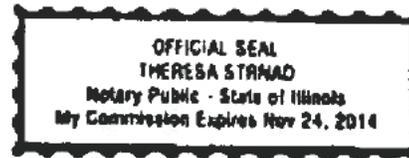
State of Illinois)
) ss
County of Cook)



The foregoing instrument was acknowledged before me this June 23, 2011 by Anne B. McNerney.

Given under my hand and official seal, this 23 day of June, 2011.

[Redacted Signature]
Notary Public



NOT AN OFFICIAL DOCUMENT

EXHIBIT A

Legal description of 653 Sheridan

That part of the Southwesterly 229.75 feet of Lots 3 and 4 lying Southeasterly of a line drawn from a point in the Southwesterly line of said Lot 4, 83.78 feet Southeasterly of the Northwesterly corner thereof, to a point on the Northeasterly line of said Southwesterly 229.75 feet, 83.78 feet (as measured along said Northeasterly line) Northwesterly of the Southeasterly line of said Lot 3, all in W.H. Garland's Subdivision of Blocks 2, 3 and 4 in John Garland's Subdivision of the Southeast $\frac{1}{4}$ of Section 17 and the Southwest $\frac{1}{4}$ of fractional Section 16, Township 42 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Common Address: 653 Sheridan Road, Winnetka, Illinois

PIN: 05-16-106-057-0000

Property of Cook County Recorder of Deeds

NOT AN OFFICIAL DOCUMENT

EXHIBIT B

Legal description of 655 Sheridan

Lot 2 in Harza's Subdivision, a Resubdivision of Lots 3 and 4 (except the Southwesterly 229.75 feet of said Lots) in H.W. Garland's Subdivision of Blocks 2, 3 and 4 in John Garland's Subdivision of the Southeast $\frac{1}{4}$ of Section 17, and the Southwest $\frac{1}{4}$ of Section 16, Township 42 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Common Address: 655 Sheridan Road, Winnetka, Illinois

PIN: 05-16-106-073-0000

Property of Cook County Recorder of Deeds

**EXHIBIT D
TO AGREEMENT**

Driveway Easement [657-661]



Doc# 1915606326 Fee \$88.00

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

EDWARD H. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 06/05/2019 02:58 PM PG: 1 OF 7

Licensed to Property Insight by Cook County Recorder of Deeds

GRANT OF EASEMENT

This Grant of Easement ("Grant of Easement") is made and entered into as of April 30, 2019, by and between BL Partners LLC ("Grantor") and Lake Michigan LLC ("Grantee").

RECITALS

A. Grantor is the owner of the property located at 661 Sheridan Road, Winnetka, Illinois 60093, which property is legally described on Exhibit A attached hereto ("661"), and Grantee is the owner of the property located at 657 Sheridan Road, Winnetka, Illinois 60093, which property is legally described on Exhibit B attached hereto ("657").

B. 661 and 657 (each referred to herein as a "Lot") are each improved with a single family residence.

C. Grantor and Grantee executed that certain Plat of Easement ("Plat of Easement"), a copy of which is attached hereto and incorporated herein as Exhibit C, for the primary purpose of establishing an easement for a driveway to be located on 661 for the use and benefit of 657.

NOW, THEREFORE, the Grantor and Grantee hereby agree that 661 and 657 shall be held, conveyed, occupied, and encumbered subject to the rights, easements, covenants and restrictions hereinafter set forth, each and all of which shall, with respect to both 661 and 657, attach to and constitute covenants running with the land:

1. INCORPORATION OF RECITALS. The foregoing Recitals are hereby incorporated by reference in the body of this Grant of Easement as if fully set forth herein.

2. DEFINITION OF "OWNER". The term "Owner" as used in this Grant of Easement means the person or entity (or persons or entities if more than one), at any time in question, holding fee simple title to any Lot.

S X
P 7
M 2
SC X
E -
INT

3. GRANT OF DRIVEWAY ACCESS EASEMENT. Grantor hereby declares, grants and conveys a perpetual non-exclusive easement ("Easement") under, over, across and through that portion of 661 depicted on the Plat of Easement ("Easement Area") for the use and benefit of 657 to permit the Owner of 657, its residents, tenants, guests and invitees ingress to and egress from 657 over and across 661. The Easement granted hereby shall include the right of the Owner of 657 to construct, maintain, repair and replace a driveway over the Easement Area.

4. NO OBSTRUCTIONS. No barrier or other obstruction shall be erected across the Easement Area that would impair or block the vehicular or pedestrian access over the Easement Area.

MAINTENANCE AND REPAIR. The Owner of 657 shall be responsible to maintain, repair and restore, at its sole cost and expense, the driveway improvements located on the Easement Area.

6. EXISTING EASEMENTS UNAFFECTED. Nothing herein shall affect or modify any existing easement benefitting or burdening 661 or 657, including but not limited to, the easements granted pursuant to that certain grant of easement dated September 19, 1949 and recorded with the Cook County Recorder of Deeds September 24, 1949 as Document Number 14638100; any easements granted and created by Harza's Subdivision recorded with the Cook County Recorder of Deeds on September 25, 1992 as Document Number 92715394; and that certain grant of easement dated July 26, 2018 and recorded with the Cook County Recorder of Deeds on December 4, 2018 as Document Number 1833813024.

7. INDEMNITY. The Owner of 657 expressly agrees to defend, hold harmless and indemnify the Owner of 661 from and against any and all claims, costs, damages, expenses, and judgments and liability arising out of or in any way connected with such Owner's use of the Easement created by this Grant of Easement, including but not limited to reasonable attorney's fees and costs, provided that the forgoing indemnity shall not apply to the negligence or willful misconduct of the Owner of 661.

8. GENERAL PROVISIONS.

(a) The Easement and rights granted and declared in this Grant of Easement are easements appurtenant, running with the land, and shall inure to the benefit of, burden and be binding upon the undersigned, their successors and assigns, and upon any Owner, purchaser, mortgagee, or other person having an interest in either 661 or 657, or any part thereof.

(b) This Grant of Easement shall be governed by the laws of the State of Illinois.

(c) If any provision of this Grant of Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Grant of Easement or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

(d) The Section headings in this Grant of Easement are for convenience of reference only and shall not define, limit or prescribe the scope or intent of any term of this Grant of Easement.

(c) In fulfilling obligations and exercising rights under this Grant of Easement, each Owner shall cooperate with the other Owner to promote the efficient operation and use of their respective Lots.

(f) This Grant of Easement may be executed in counterparts, each of which upon such execution shall be deemed an original.

(g) This Grant of Easement may be amended by written agreement of the respective Owners of both Lots 661 and 657.

[Signature Page Follows]

This Grant of Easement is executed as of the day and date first above written.

BL Partners LLC
Owner of 661 Sheridan Road, Winnetka, Illinois

By: Christopher T. Childs, Manager

Lake Michigan LLC
Owner of 657 Sheridan Road, Winnetka, Illinois

By: Christopher T. Childs, Manager

STATE OF ILLINOIS)
) SS
COUNTY OF COOK *Lake*

The foregoing instrument was executed before me this 30th day of April, 2019
by Christopher T. Childs, as Manager of BL Partners LLC.

Given under my hand and seal this 30th day of April, 2019.

Notary Public



STATE OF ILLINOIS)
) SS
COUNTY OF COOK *Lake*

The foregoing instrument was executed before me this 30th day of April, 2019
by Christopher T. Childs, as Manager of Lake Michigan LLC.

Given under my hand and seal this 30th day of April, 2019.

Notary Public



Exhibit A

Legal Description of 661 Sheridan Road, Winnetka, Illinois 60093

THAT PART OF THE SOUTHWESTERLY 229.75 FEET OF LOTS 3 AND 4 LYING NORTHWESTERLY OF A LINE DRAWN FROM A POINT IN THE SOUTHWESTERLY LINE OF SAID LOT 4, 83.78 FEET SOUTHEASTERLY OF THE NORTHWESTERLY CORNER THEREOF, TO A POINT ON THE NORTHEASTERLY LINE OF SAID SOUTHWESTERLY 229.75 FEET, 83.78 FEET (AS MEASURED ALONG SAID NORTHEASTERLY LINE) NORTHWESTERLY OF THE SOUTHEASTERLY LINE OF SAID LOT 3, ALL IN W. H. GARLAND'S SUBDIVISION OF BLOCKS 2, 3 AND 4 IN JOHN GARLAND'S SUBDIVISION THE SOUTHEAST 1/4 OF SECTION 17 AND THE SOUTHWEST 1/4 OF FRACTIONAL SECTION 16, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

05-16-106-056-0000

Licensed to Public Access by Cook County Recorder of Deeds

Exhibit B

Legal Description of 657 Sheridan Road, Winnetka, Illinois 60093

PARCEL 1:

LOT 1 IN HARZA'S SUBDIVISION IN THE SOUTHWEST QUARTER OF FRACTIONAL SECTION 16, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

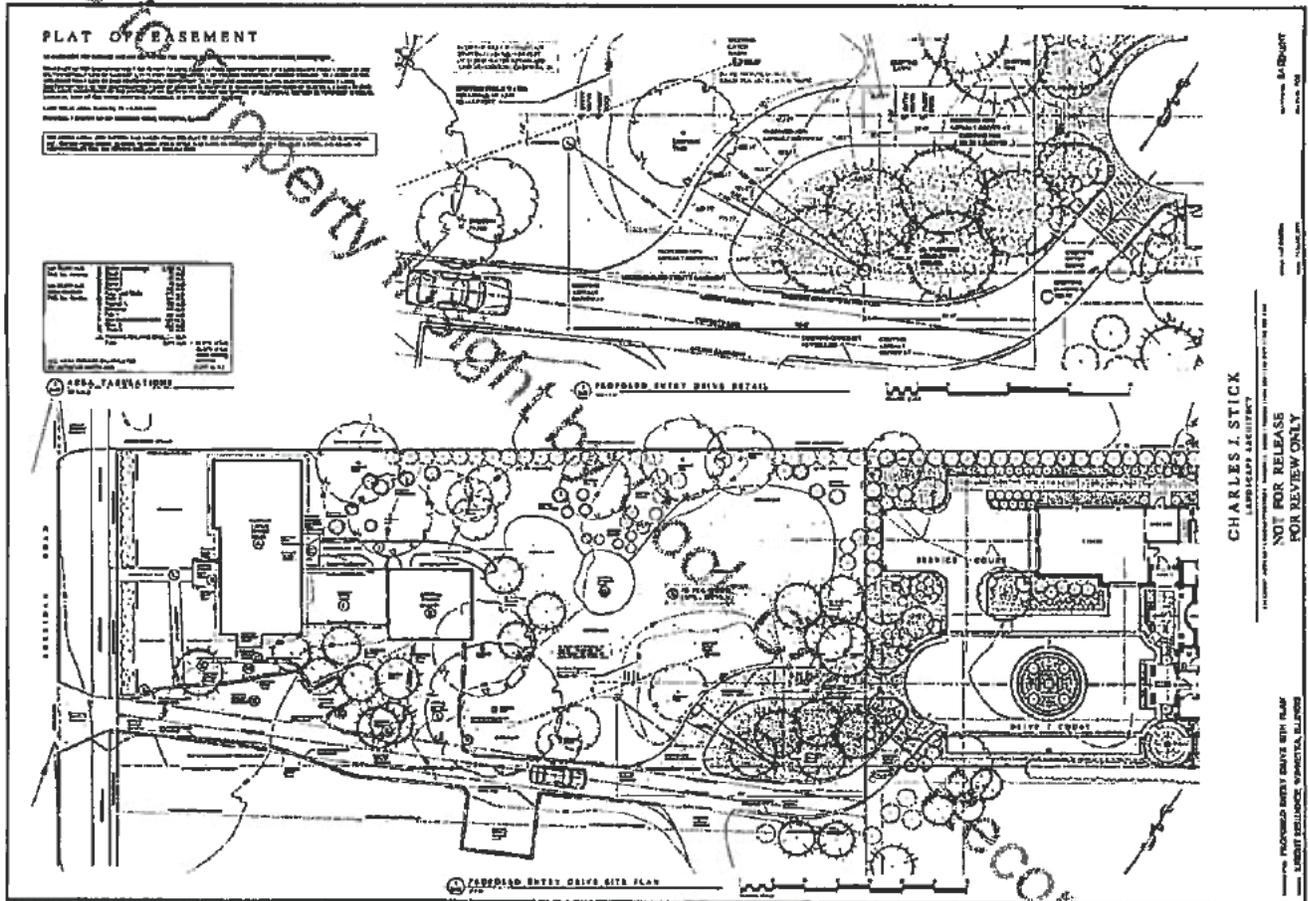
A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY PLAT OF SUBDIVISION DATED AUGUST 4, 1991 AND RECORDED AS DOCUMENT 92715394 FOR THE PURPOSE OF INGRESS AND EGRESS OVER AND UPON CERTAIN PORTIONS OF LOT 2 IN HARZA'S SUBDIVISION AND LOTS 3 AND 4 IN H.W. GARLAND'S SUBDIVISION OF SECTION 16, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

05-16-106-072-0000

Licensed to Property Right of Cook County Recorder of Deeds

Exhibit c

Licensed to Property



Recorder of Deeds

EXHIBIT E
TO AGREEMENT

Plat of Amendment to Easements

Plat of Amendment to Easements

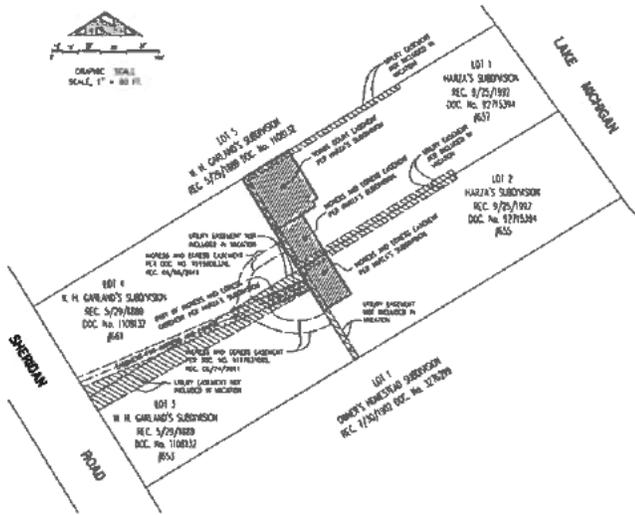
IN THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN,
IN COOK COUNTY, ILLINOIS.

LEGEND
 INGRESS/EGRESS EASEMENT HEREBY VACATED
 TENNIS COURT EASEMENT HEREBY VACATED
 UTILITY EASEMENT NOT INCLUDED IN VACATION



OF A TENNIS COURT EASEMENT IN LOT 1 IN HARZA'S SUBDIVISION, RECORDED SEPTEMBER 25, 1992, AS DOCUMENT NO. 92715394, BEING A SUBDIVISION IN THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN AND A PORTION OF THE INGRESS AND EGRESS EASEMENT ESTABLISHED BY SAID HARZA'S SUBDIVISION ACROSS LOT 3 IN W. H. GARLAND'S SUBDIVISION, REC. 5/29/1989, DOC. NO. 1108132 AND ALL OF THE INGRESS AND EGRESS EASEMENTS ESTABLISHED BY SAID HARZA'S SUBDIVISION IN LOTS 1 AND 2 THEREOF, ALL IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 653, 655, 657, 661 SHERIDAN RD., WINNETKA, ILLINOIS.



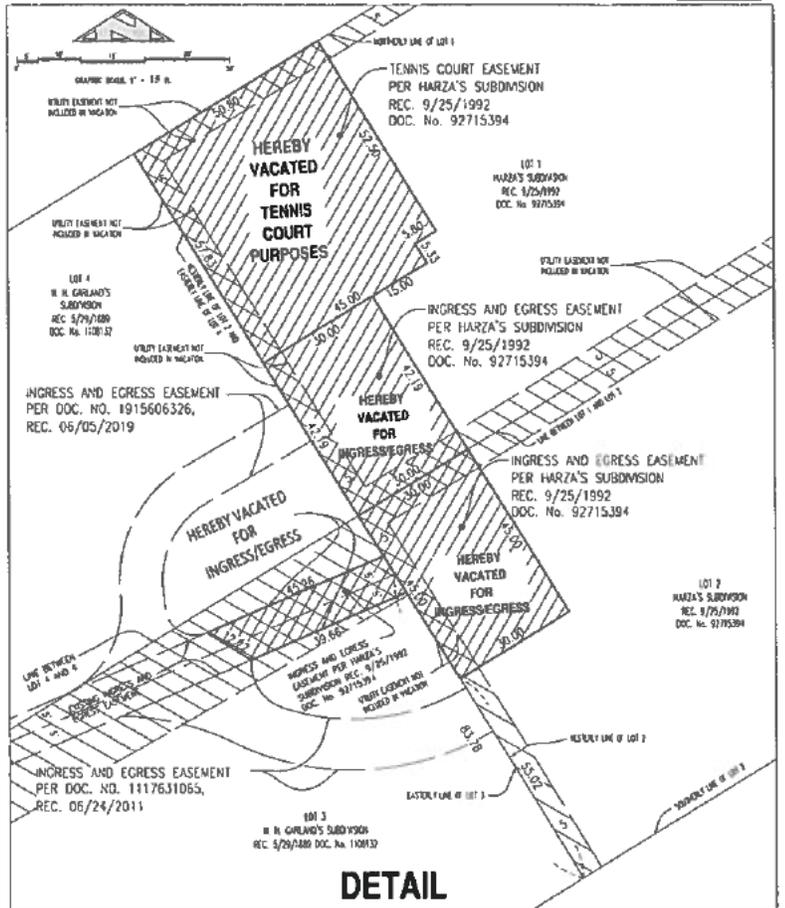
STATE OF ILLINOIS
 COUNTY OF COOK
 I, B. H. SUHR & COMPANY, INC., do hereby certify that all has prepared this Plat of Revision from original records, plans and plans.
 By: [Signature] Dated: November 12, 2019 at 21
 Michael E. Porell
 Illinois Professional Land Surveyor No. 030-08888
 License Expiration Date 04/04/20



B.H. SUHR & COMPANY, INC.
 200 WESTERN ENTERPRISE BLVD.
 1500 PARKWAY BLVD., SUITE 200, FORT BEND, ILLINOIS, USA
 TEL: (815) 464-4444 / FAX: (815) 464-4444
 EMAIL: BCS@BHSUHR.COM

Plat No. 653, 655, 657, 661 Sheridan Rd. COUNTY COOK, November 12, 2019 at 21
 SHEET NO. 21-191 CHECKED BY: Barry Bortell

REVISED 02/01/2022
 REVISED 01/05/2022



DETAIL

ATTACHMENT 3

Village of Winnetka
SUBDIVISION/CONSOLIDATION APPLICATION

VILLAGE OF WINNETKA, ILLINOIS DEPARTMENT OF COMMUNITY DEVELOPMENT

SUBDIVISION/CONSOLIDATION APPLICATION

Case No. _____

Property Information

Site Address: Four Properties: See Attachment for Detail
Parcel Identification Number(s) (PIN): Four Properties: See Attachment for Detail

Property Owner Information

Name: Four Properties
See Attachment for Detail
Primary Contact: Contact Attorney
Address: See Below
City, State, Zip: _____
Phone No. _____
Email: _____
Date owner acquired property: _____

Architect Information

Name: Not Applicable
Primary Contact: _____
Address: _____
City, State, ZIP: _____
Phone No. _____
Email: _____

Surveyor Information

Company Name: B.H. Suhr & Co.
Primary Contact: Tanja Zec
Address: 450 Skokie Blvd #105
City, State, Zip: Northbrook, IL 60062
Phone No. 847-864-6315
Email: tanja@bhsuhr.com

Attorney Information

Name: Barry R. Bartlett
Primary Contact: _____
Address: _____
City, State, Zip: _____
Phone No. _____
Email: _____

Property Owner Signature: _____

Date: _____

**List of Properties With Respect To
Subdivision/Consolidation Application
For Harza's Subdivision and H.W. Garland's Subdivision**

Properties

1. 653 Sheridan Road (PIN: 05-16-106-057-0000):

Lot 3 of H.W. Garland's Subdivision

Titleholder: Paul Konstant and Donna Konstant, or the survivor, not individually but as Co-Trustees of the Konstant Family Revocable Trust dated January 27, 2020.

2. 655 Sheridan Road (PIN: 06-16-106-073-0000):

Lot 2 of Harza's Subdivision

Titleholder: Peter H. McNerney and Anne B. McNerney

3. 657 Sheridan Road (PIN: 05-16-106-072-0000):

Lot 1 of Harza's Subdivision

Titleholder: Lake Michigan LLC, an Illinois Limited Liability Company

4. 661 Sheridan Road (PIN 05-16-106-056-0000):

Lot 4 of H.W. Garland's Subdivision

Titleholder: BL Partners LLC, an Illinois Limited Liability Company

**Narrative to Village of Winnetka
Subdivision/Consolidation/Vacation Application
For Harza's Subdivision and H. W. Garland's Subdivision
Relating to 653, 655, 657 and 661 Sheridan Road**

I. Introduction. The purpose of this Application is to obtain approval to vacate certain portions of a multi-part easement affecting the properties listed in Paragraph II below. The existing easement is set out in the Plat of Harza's Subdivision, attached to this Application as **Exhibit A**, and relates to public utilities and ingress/egress for roadway access. This Application only seeks to vacate certain portions of the easement as they relate to ingress/egress for roadway access and does not seek to vacate any portion of the easement for public utilities, all of which shall remain unchanged. Attached hereto as **Exhibit B** is a Plat of Amendment to Easements that depicts both the entirety of the existing easements and those portions of the easements to be vacated pursuant to this Application. The Application also seeks to vacate an easement for a tennis court on the property listed in Paragraph II.C below ("Tennis Court Easement") and that portion of the easement described in Paragraph VI.C below.

II. Properties. The owners and description of the four properties to which this Application is directed are as follows:

A. Paul Konstant and Donna Konstant, or the survivor, not individually but as Co-Trustees of the Konstant Family Revocable Trust dated January 27, 2020. (653 Sheridan Road: PIN: 05-16-106-057-0000: Part of Lot 3 and Lot 4 of H.W. Garland's Subdivision). This property is hereinafter referred to as "Property 653".

B. Peter H. McNerney and Anne B. McNerney. (655 Sheridan Road: PIN: 06-16-106-073-0000: Lot 2 of Harza's Subdivision). This property is hereinafter referred to as "Property 655".

C. Lake Michigan LLC, an Illinois Limited Liability Company. (657 Sheridan Road: PIN: 05-16-106-072-0000: Lot 1 of Harza's Subdivision). This property is hereinafter referred to as "Property 657".

D. BL Partners LLC, an Illinois Limited Liability Company. (661 Sheridan Road: PIN 05-16-106-056-0000: Part of Lot 3 and Lot 4 of H.W. Garland's Subdivision). This property is hereinafter referred to as "Property 661".

The legal description of each of the four Properties is attached hereto as **Exhibit C**. The properties are sometimes collectively referred to as "Properties". Attached hereto as **Exhibit D** is the agreement among the four parties relating to the vacation.

III. Certain Existing Ingress/Egress Easements. There currently exists an easement for ingress, egress and private roadway that runs five feet on either side of the lot line that separates Property 653 and Property 661, starting at Sheridan Road and running from Sheridan Road to the Southwesterly lot line of Property 655. From there it expands into (i) a thirty (30) by forty-five (45) foot rectangle in the corner of Property 655 formed by its Northwest lot line and Southwest lot line ("655 Rectangle") and (ii) a thirty (30) by forty-two and nineteen-hundredths (42.19) foot rectangle in the corner of Property 657 formed by its Southeast lot line and Southwest lot line ("657 Rectangle"). There also exists an easement for a tennis court located in the corner of Property 657 formed by its Northwest lot line and Southwest lot line (the "Tennis Court Easement" referred to in Paragraph I above). Attached hereto as **Exhibit E** is an unrecorded Termination of Tennis Court Easement; this vacation would further manifest the intent of that agreement.

IV. Existing Driveway Easements. There currently also exist two Driveway Easements relating to the Properties, as follows:

A. Declaration of Easement dated June 23, 2011 and recorded with the Cook County Recorder on June 24, 2011, Recorder No. 1117631065. The parties to this easement are the owners of Property 653 and Property 655. A copy of the Declaration of Easement, with Plat, is attached hereto as **Exhibit F**. This easement creates a driveway that branches off from the Subject Subdivision Easements approximately fifty feet from the Lot line between Property 653 and Property 655 and runs across Property 653 in an arc to said Lot line between Property 653 and Property 655.

B. Declaration of Easement dated April 30, 2019 and recorded with the Cook County Recorder on June 6, 2019, Recorder No. 1915606326. The parties to this easement are the owners of Property 657 and Property 661. A copy of the Declaration of Easement, with Plat, is attached hereto as **Exhibit G**. This easement creates a driveway that branches off from the Subject Subdivision Easements approximately fifty feet from the Lot line between Property 653 and Property 655 and runs across Property 661 in an arc to the Lot line between Property 657 and Property 661.

V. Existing Utility Easements Included in Subdivision Easement. There currently also exists a public utility easement that runs (i) five feet on either side of the Lot line that separates Property 653 and Property 661, starting at Sheridan Road and running from Sheridan Road to the Southwest lot line of Property 655, (ii) five feet on either side of the Lot line between Property 655 and Property 657 for a distance of one-hundred-seventy-one and fifty-five hundredths (171.55) feet, (iii) five feet along the Northeast side of the Southwesterly lot line of both Property 655 and Property 657, and (iv) five feet along the Southeast side of the Northwest lot line of Property 657 for a distance of one-hundred-seventy-one and fifty-five hundredths (171.55) feet. These public utility easements shall remain in place and unaffected by the vacation of easement which is the subject of this Agreement.

VI. Vacation. This Application seeks vacation of easements as set out below:

A. Vacation of Rectangular Easements

This Application seeks vacation of the 655 Rectangle and the 657 Rectangle. The Driveway Easements described in Sections IV.A and IV.B provide ingress and egress to respectively Lot 2 (655) and Lot 1 (657). There is no longer the need for ingress and egress to Property 655 or Property 657 as originally contemplated by the 655 Rectangle and the 657 Rectangle. Vacation of these easements would acknowledge that they serve no purpose and have been replaced by the Driveway Easements, all with the agreement of the current owners.

B. Vacation of Tennis Court Easement

This Application seeks vacation of the Tennis Court Easement. The Tennis Court Easement is unrelated to ingress, egress, or private roadway generally. No tennis court was ever built and vacation of the Tennis Court Easement would acknowledge and reconcile the fact that there is no longer any use, actual or historical, for the easement.

C. Vacation of That Portion of Easement from Driveway Easements to Southwesterly Lot Line of Lot 2

This Application seeks vacation of that portion of the Harza Subdivision Easement that runs along the Property line between Property 653 and Property 661 starting at the intersection of the two Driveway Easements (specifically, the most northeasterly line of the intersection) and running Northeasterly along that lot line to the point where it connects to the lot line between Property 653 and Property 655. This portion to be vacated (VI.C) lies outside of the specific boundaries of Lot 1 and Lot 2 of the Harza Subdivision.

VII. Conclusion. Vacation of the easements would improve owner flexibility with respect to floor area and other ratios, zoning requirements and setbacks. The easements to be vacated are either not being used for the intended purpose or are redundant, and there would be no apparent countervailing detriment because of the vacation.

**EXHIBIT A
TO NARRATIVE**

Plat of Harza Subdivision

EXHIBIT B
TO NARRATIVE

Plat of Amendment to Easements

Plat of Amendment to Easements

IN THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

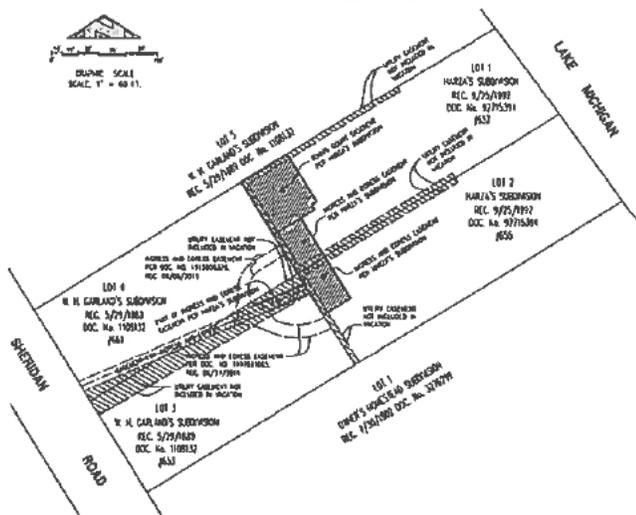
LEGEND

- INGRESS/EGRESS EASEMENT HEREBY VACATED
- TENNIS COURT EASEMENT HEREBY VACATED
- UTILITY EASEMENT NOT INCLUDED IN VACATION



OF A TENNIS COURT EASEMENT IN LOT 1 OF HARZA'S SUBDIVISION, RECORDED SEPTEMBER 25, 1992, AS DOCUMENT NO. 92715394, BEING A SUBDIVISION IN THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN AND A PORTION OF THE ADDRESS AND EGRESS EASEMENT ESTABLISHED BY SAID HARZA'S SUBDIVISION ACROSS LOT 3 IN W. H. CARLAND'S SUBDIVISION, REC. 5/29/1989, DOC. NO. 1108132 AND ALL OF THE INGRESS AND EGRESS EASEMENTS ESTABLISHED BY SAID HARZA'S SUBDIVISION IN LOTS 1 AND 2 THEREOF, ALL IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 653, 655, 657, 661 SHERIDAN RD., WINNETKA, ILLINOIS.



STATE OF ILLINOIS
COUNTY OF COOK

I, B. H. SUHR & COMPANY, INC., do hereby certify that I have prepared this Plat of Vacations from existing records, plans and plans.



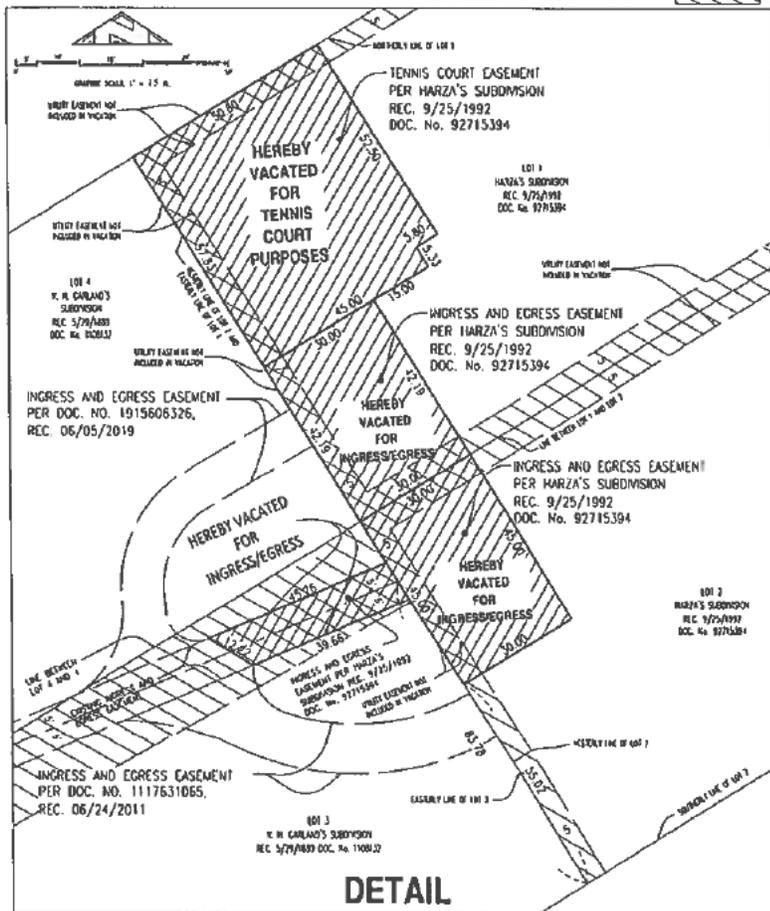
By: Michael A. Powell dated November 12, 2011
 Michael A. Powell
 Illinois Professional Land Surveyor No. 000-088208
 License Expiration Date 12/31/2014

B.H. SUHR & COMPANY, INC.

ESTABLISHED 1963
 650 WESTLAK BLVD. SUITE 100, WILMINGTON, IL 60491-1001
 TEL: (815) 885-7700 FAX: (815) 885-7700
 E-MAIL: BLS@BHSUHR.COM

DATE: 653, 655, 657, 661 Sheridan Rd. SURVEY DATE: November 12, 2011
 SHEET NO. 21-191 DRAWN BY: Barry Bowtell

REVISIONS: REVISED 02/01/2012
 REVISED 01/06/2012



DETAIL

EXHIBIT C
TO NARRATIVE

Legal Description of Properties

LEGAL DESCRIPTION: 653 SHERIDAN ROAD, WINNETKA, ILLINOIS

THAT PART OF THE SOUTHWESTERLY 229.75 FEET OF LOTS 3 AND 4, LYING SOUTHEASTERLY OF A LINE DRAWN FROM A POINT ON THE SOUTHWESTERLY LINE OF SAID LOT 4, 83.78 FEET SOUTHEASTERLY OF THE NORTHWESTERLY CORNER THEREOF TO A POINT ON THE NORTHEASTERLY LINE OF SAID SOUTHWESTERLY 229.75 FEET, 83.78 FEET (AS MEASURED ALONG SAID NORTHEASTERLY LINE) NORTHWESTERLY OF THE SOUTHEASTERLY LINE OF SAID LOT 3, ALL IN W. H. GARLAND'S SUBDIVISION OF BLOCKS 2, 3 AND 4, IN JOHN GARLAND'S SUBDIVISION OF THE SOUTHEAST QUARTER OF SECTION 17, AND THE SOUTHWEST QUARTER OF FRACTIONAL SECTION 16, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

LEGAL DESCRIPTION: 655 SHERIDAN ROAD, WINNETKA, ILLINOIS

PARCEL 1:

LOT 2 IN HARZA'S SUBDIVISION, A RESUBDIVISION OF LOTS 3 AND 4 (EXCEPT THE SOUTHWESTERLY 229.75 FEET OF SAID LOTS) IN H. W. GARLAND'S SUBDIVISION OF BLOCKS 2, 3 AND 4 IN JOHN GARLAND'S SUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 17, AND THE SOUTHWEST 1/4 OF SECTION 16, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOKCOUNTY, ILLINOIS

PARCEL 2:

EASEMENT FOR INGRESS, EGRESS AND REGRESS FOR THE BENEFIT OF PARCEL 1 OVER AND ACROSS THE NORTH 5 FEET OF AN EASEMENT DESCRIBED AS FOLLOWS: A 10 FOOT STRIP OF LAND EXTENDING 5 FEET ON EACH SIDE OF A LINE FROM A POINT ON THE SOUTHWESTERLY LINE OF SAID LOTS 3 AND 4, 83.78 FEET SOUTHEASTERLY OF THE NORTHWESTERLY CORNER OF SAID LOT 4, EXTENDING THEREFROM 232.03 FEET MORE OR LESS NORTHEASTERLY TO A POINT 116.26 FEET SOUTHEASTERLY OF THE NORTHWESTERLY LINE OF SAID LOT 4 ON A LINE PARALLEL TO AND 229.75 FEET NORTHEASTERLY OF SAID SOUTHWESTERLY LINE OF SAID LOTS 3 AND 4 MEASURED AT RIGHT ANGLES THERETO, AS CREATED BY GRANT FROM MARSHALL FRANK BARNETT AND LEONE G. BARNETT, HIS WIFE TO WILLIAM A. MANN AND MAUD D. MANN, HIS WIFE DATED SEPTEMBER 19, 1949 AND RECORDED SEPTEMBER 24, 1949 AS DOCUMENT 14638100.

LEGAL DESCRIPTION: 657 SHERIDAN ROAD, WINNETKA, ILLINOIS

PARCEL 1:

LOT 1 IN HARZA'S SUBDIVISION IN THE SOUTHWEST QUARTER OF FRACTIONAL SECTION 16, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY PLAT OF SUBDIVISION DATED AUGUST 4, 1991 AND RECORDED AS DOCUMENT 92715394 FOR THE PURPOSE OF INGRESS AND EGRESS OVER AND UPON CERTAIN PORTIONS OF LOT 2 IN HARZA'S SUBDIVISION AND LOTS 3 AND 4 IN H.W. GARLAND'S SUBDIVISION OF SECTION 16, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

LEGAL DESCRIPTION: 661 SHERIDAN ROAD, WINNETKA, ILLINOIS

THAT PART OF THE SOUTHWESTERLY 229.75 FEET OF LOTS 3 AND 4 LYING NORTHWESTERLY OF A LINE DRAWN FROM A POINT IN THE SOUTHWESTERLY LINE OF SAID LOT 4, 83.78 FEET SOUTHEASTERLY OF THE NORTHWESTERLY CORNER THEREOF, TO A POINT ON THE NORTHEASTERLY LINE OF SAID SOUTHWESTERLY 229.75 FEET, 83.78 FEET (AS MEASURED ALONG SAID NORTHEASTERLY LINE) NORTHWESTERLY OF THE SOUTHEASTERLY LINE OF SAID LOT 3, ALL IN W. H. GARLAND'S SUBDIVISION OF BLOCKS 2, 3 AND 4 IN JOHN GARLAND'S SUBDIVISION THE SOUTHEAST 1/4 OF SECTION 17 AND THE SOUTHWEST 1/4 OF FRACTIONAL SECTION 16, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

EXHIBIT D
TO NARRATIVE

Agreement of Parties

AGREEMENT TO AMEND CERTAIN EASEMENTS

This Agreement to Amend Certain Easements ("Agreement") is made and entered into as of _____, by and between the following parties, (collectively, the "Parties"):

- A. Paul Konstant and Donna Konstant, or the survivor, not individually but as Co-Trustees of the Konstant Family Revocable Trust dated January 27, 2020. (653 Sheridan Road: PIN: 05-16-106-057-0000: Part of Lot 3 and Lot 4 of H.W. Garland's Subdivision). This property is hereinafter referred to as "Property 653".
- B. Peter H. McNerney and Anne B. McNerney. (655 Sheridan Road: PIN: 06-16-106-073-0000: Lot 2 of Harza's Subdivision). This property is hereinafter referred to as "Property 655".
- C. Lake Michigan LLC, an Illinois Limited Liability Company. (657 Sheridan Road: PIN: 05-16-106-072-0000: Lot 1 of Harza's Subdivision). This property is hereinafter referred to as "Property 657".
- D. BL Partners LLC, an Illinois Limited Liability Company. (661 Sheridan Road: PIN 05-16-106-056-0000: Part of Lot 3 and Lot 4 of H.W. Garland's Subdivision). This property is hereinafter referred to as "Property 661".

The legal description of each of the four Properties is set out in **Exhibit A** to this Agreement. The properties are sometimes collectively referred to as "Properties".

RECITALS

A. The Properties are subject to certain easements depicted in Harza's Subdivision dated December 12, 1991, as recorded with the Cook County Recorder on September 25, 1992 as Document No. 92715394, a copy of which is attached hereto and made a part hereof as **Exhibit B** ("Harza Subdivision").

B. The parties hereto, constituting all of the Owners of the Properties, desire to vacate certain portions of the easements depicted in **Exhibit B** (Harza Subdivision), all as set out below.

NOW, THEREFORE, the Parties hereby agree that the Properties shall be held, conveyed, occupied, and encumbered subject to the rights, easements, covenants and restrictions hereinafter set forth, each and all of which shall, with respect to the Properties, attach to and constitute covenants running with the land:

1. Incorporation of Recitals. The foregoing Recitals are hereby incorporated by reference in the body of this Agreement as if fully set forth herein.
2. Definition of "Owner". The term "Owner" as used in this Agreement means the person or entity (or persons or entities, if more than one), at any time in question, holding fee simple title to any Property.
3. Certain Existing Ingress/Egress Easements. There currently exists an easement for ingress, egress and private roadway that runs five feet on either side of the lot line that separates Property 653 and Property 661, starting at Sheridan Road and running from Sheridan Road to the Southwesterly lot line of Property 655. From there it expands into (i) a thirty (30) by forty-five (45) foot rectangle in the corner of Property 655 formed by its Northwest lot line and Southwest lot line ("655 Rectangle") and (ii) a thirty (30) by forty-two and nineteen-hundredths (42.19) foot rectangle in the corner of Property 657 formed by its Southeast lot line and Southwest lot line ("657 Rectangle"). There also exists an easement for a tennis court located in the corner of Property 657 formed by its Northwest lot line and Southwest lot line, sometimes referred to herein as the "Tennis Court Easement."
4. Existing Driveway Easements. There currently also exist two Driveway Easements relating to the Properties, as follows:
 - A. Declaration of Easement dated June 23, 2011 and recorded with the Cook County Recorder on June 24, 2011, Recorder No. 1117631065. The parties to this easement are the owners of Property 653 and Property 655. A copy of the Declaration of Easement, with Plat, is attached hereto as **Exhibit C**. This easement creates a driveway that branches off from the Subdivision easement approximately fifty feet from the Lot line between Property 653 and Property 655 and runs across Property 653 in an arc to said Lot line between Property 653 and Property 655.
 - B. Declaration of Easement dated April 30, 2019 and recorded with the Cook County Recorder on June 6, 2019, Recorder No. 1915606326. The parties to this easement are the owners of Property 657 and Property 661. A copy of the Declaration of Easement, with Plat, is attached hereto as **Exhibit D**. This easement creates a driveway that branches off from the Subdivision easement approximately fifty feet from the Lot line between Property 653 and Property 655 and runs across Property 661 in an arc to the Lot line between Property 657 and Property 661.
5. Existing Utility Easements Included in Subdivision Easement. There currently also exists a public utility easement that runs (i) five feet on either side of the Lot line that separates Property 653 and Property 661, starting at Sheridan Road and running from Sheridan Road to the Southwest lot line of Property 655, (ii) five feet on either side of the Lot line between Property 655 and Property 657 for a distance of one-hundred-seventy-one and fifty-five hundredths (171.55) feet, (iii) five feet along the Northeast side of the Southwesterly lot line of both Property 655 and Property 657, and (iv) five feet along the Southeast side of the Northwest lot line of Property 657 for a distance of one-hundred-seventy-one and fifty-five hundredths (171.55) feet. These public utility easements shall remain in place and unaffected by the vacation of easement which is the subject of this Agreement.

6. Vacation. The Parties hereby agree to vacate, for ingress, egress and roadway purposes only, the following portions of the Subject Subdivision Easements:

- A. The 655 Rectangle.
- B. The 657 Rectangle.
- C. The Tennis Court Easement
- D. That portion of the Subdivision easements running along the Property line between Property 653 and Property 661 starting at the intersection of the two Driveway Easements (specifically, the most northeasterly line of the intersection) and running Northeasterly along that lot line to the point where it connects to the lot line between Property 653 and Property 655. The Parties acknowledge that this portion to be vacated (6D) lies outside of the specific boundaries of Lot 1 and Lot 2 of the Harza Subdivision.

Attached hereto as **Exhibit E** is the Plat of Amendment to Easements that displays in graphic form the vacations described in this Paragraph 6.

7. Other Easements Unaffected. All easements benefiting or burdening the Properties, other than those expressly vacated by this Agreement, remain legally effective and unmodified, including without limitation, those referred to in Paragraph 5 above (relating to the public utility component of the Subject Subdivision Easements).

8. General Provisions.

A. The revised easement contained in this Agreement and rights granted and declared in this Agreement are easements appurtenant, running with the land, and shall inure to the benefit of, burden and be binding upon the undersigned, their successors and assigns, and upon any Owner, purchaser, mortgagee, or other person having an interest in the Properties, or any part thereof.

B. This Agreement shall be governed by the laws of the State of Illinois.

C. If any provision of this Agreement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Agreement or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

D. The Section headings in this Agreement are for convenience of reference only and shall not define, limit or prescribe the scope or intent of any term of this Agreement.

E. This Agreement may be executed in counterparts, each of which upon such execution shall be deemed an original.

[Signature Pages Follow]

This Agreement is executed as of the day and date first above written.

Paul Konstant and Donna Konstant, or the survivor, not individually but as Co-Trustees of the Konstant Family Revocable Trust dated January 27, 2020. [Property 653]

Paul Konstant, as Trustee Aforesaid

Donna Konstant, as Trustee Aforesaid

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing instrument was executed before me this _____ day of _____, 2022
by Paul Konstant and Donna Konstant.

Given under my hand and seal this _____ day of _____, 2022.

Notary Public

Peter H. McNerney and Anne B. McNerney. [Property 655]

Peter H. McNerney

Anne B. McNerney

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing instrument was executed before me this _____ day of _____, 2022
by Peter H. McNerney and Anne B. McNerney.

Given under my hand and seal this _____ day of _____, 2022.

Notary Public

Signature Page of Agreement to Vacate Certain Easements

Lake Michigan LLC, an Illinois Limited Liability Company. [Property 657]

By: Christopher T. Childs, its Manager

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing instrument was executed before me this _____ day of _____, 2022
by Christopher T. Childs.

Given under my hand and seal this _____ day of _____, 2022.

Notary Public

BL Partners LLC, an Illinois Limited Liability Company. [Property 661]

By: Christopher T. Childs, its Manager

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing instrument was executed before me this _____ day of _____, 2022
by Christopher T. Childs.

Given under my hand and seal this _____ day of _____, 2022.

Notary Public

EXHIBIT E
TO NARRATIVE

Tennis Court Easement

This document was prepared by and after recording must be returned to:

SCHIFF HARDIN & WAITE
7300 Sears Tower
Chicago, IL 60606
Attn: Steven D. Friedland, Esq.
BOX 408

This space is for RECORDER'S USE ONLY

**TERMINATION AND RELEASE OF
EASEMENT FOR TENNIS COURT**

A. RICHARD T. FOX and KATHY P. FOX (collectively the "Foxes"), are the owners of certain real property commonly known as _____ Sheridan Road, Winnetka, Illinois and legally described on EXHIBIT A attached hereto (the "Fox Property").

B. DOROTHY HARZA and RICHARD D. HARZA, as Trustee of the Richard D. Harza Trust (the "Harzas") are the owners of certain real property commonly known as 653 Sheridan Road, Winnetka, Illinois and legally described on EXHIBIT B attached hereto (the "Harza Property").

C. The Foxes and the Harzas entered into that certain unrecorded Easement Agreement for Tennis Courts dated as of April 2, 1991 (the "Tennis Court Agreement") with respect to a tennis court located partially on the Fox Property and partially on the Harza Property which is more particularly described on EXHIBIT C attached hereto (the "Tennis Court Easement Area"). Furthermore, that portion of the Tennis Court Easement Area that is located upon the Harza Property is shown upon that certain Plat of Subdivision of Harza's Subdivision recorded in the Office of the Recorder of Deeds of Cook County as Document Number 92715394 (the "Harza Plat"). The term "Tennis Court Easement" shall mean (i) with respect to the Foxes all right title and interest of the Foxes, by virtue of the Tennis Court Agreement, the Harza Plat or any other agreements or documents in, over, upon and across that portion of the Tennis Court Easement Area located upon the Harza Property; and (ii) with respect to the Harzas all right title and interest of the Harzas, by virtue of the Tennis Court Agreement, the Harza Plat or any other agreements or documents in, over, upon and across that portion of the Tennis Court Easement Area located upon the Fox Property.

D. The Foxes and the Harzas now desire to terminate the Tennis Court Easement.

Now, therefore, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned parties agree as follows:

1. The Foxes and the Harzas do hereby terminate and release the Tennis Court Easement.
2. The Harza's agree to remove the tennis court and all equipment situated in or about the Tennis Court Easement Area and restore the landscaping upon such area to the Foxes' reasonable satisfaction.

[EXECUTION PAGE FOLLOWS]

In witness whereof, the undersigned have signed this instrument this _____ day of _____, 1998.

Richard T. Fox

Richard D. Harza, as Trustee of the Richard D. Harza Trust

Kathy P. Fox

Dorothy Harza

STATE OF ILLINOIS
COUNTY OF COOK

I, _____, a Notary Public in and for the County, in the State of Illinois, do hereby certify that RICHARD D. HARZA, as Trustee of the Richard D. Harza Trust and DOROTHY HARZA, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day, in person, and acknowledged that they signed the said instrument as their own free and voluntary act for the uses and purposes therein set forth.
GIVEN under my hand and notarial seal this _____ day of _____, 1998.

Notary Public

STATE OF ILLINOIS
COUNTY OF COOK

I, Francine Friedman, a Notary Public in and for the County, in the State of Illinois, do hereby certify that RICHARD T. FOX and KATHY P. FOX, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day, in person, and acknowledged that they signed the said instrument as their own free and voluntary act for the uses and purposes therein set forth.
GIVEN under my hand and notarial seal this 27th day of July, 1998.

Notary Public
"OFFICIAL SEAL"
FRANCINE FRIEDMAN
Notary Public, State of Illinois
My Commission Expires Sept. 29, 2000

EXHIBIT A

That part of the Southwesterly 229.75 feet of Lots 3 and 4 lying northwesterly of a line drawn from a point in the Southwesterly line of said Lot 4, 83.78 feet southeasterly of the Northwesterly corner thereof, to a point on the Northeasterly line of said Southwesterly 229.75 feet, 83.78 feet (as measured along said Northeasterly line) northwesterly of the Southeasterly line of said Lot 3, all in W. H. Garland's Subdivision of Blocks 2, 3 and 4 in John Garland's Subdivision of the Southeast Quarter of Section 17 and the Southwest quarter of Fractional Section 16, Township 42 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois

EXHIBIT B

Lots 3 and 4 (except the Southwesterly 229.75 feet of said lots) in H. W. Garland's Subdivision of Blocks 2, 3 and 4, in John Garland's Subdivision of the Southeast quarter of Section 17 and the Southwest quarter of fractional Section 16, Township 42 North, Range 13 east of the Third Principal Meridian; in Cook County, Illinois.

EXHIBIT C

That part of Lot 4 in W. H. Garland's Subdivision of Blocks 2, 3 and 4 in John Garland's Subdivision of the Southeast quarter of Section 17 and the Southwest quarter of Fractional Section 16, Township 42 North, Range 13 East of the Third Principal Meridian, which part is bounded and described as follows:

Beginning at a point on the Northwestern line of said Lot 4, which point is 161.20 feet Northeasterly of the Northwestern corner of said Lot 4 and running thence Northeastwardly along said Northwestern line, a distance of 119.35 feet to a point; thence Southeastwardly along a straight line perpendicular to said Northwestern line of Lot 4 a distance of 52.50 feet to a point; thence Southwestwardly along a straight line parallel with said Northwestern line of Lot 4, a distance of 5.80 feet to a point; thence Southeastwardly along a straight line perpendicular to said last described course, a distance of 5.33 feet to a point on the Southeasterly face of a concrete wall; thence Southwestwardly along said Southeasterly face of the concrete wall, a distance of 45.00 feet to a point on the Northeasterly line of the Southwesterly 229.75 feet of said Lot 4, which point is 57.33 feet (measured perpendicularly) Southeasterly from the aforesaid Northwestern line of Lot 4; thence Southeastwardly along said Northeasterly line of the Southwesterly 229.75 feet of Lot 4, a distance of 16.82 feet to a point; thence Southwestwardly along a straight line, perpendicular to said last described course, a distance of 25.00 feet to a point; thence Northwestwardly along a straight line, perpendicular to said last described course, a distance of 17.45 feet to a point; thence Southwestwardly along a straight line, parallel with the aforesaid Northwestern line of Lot 4; a distance of 43.55 feet to a point; thence Northwestwardly along a straight line, a distance of 57.20 feet, to the point of the beginning; in Cook County, Illinois

EXHIBIT F
TO NARRATIVE

Driveway Easement [653-555]



Doc#: 1117631085 Fee: \$48.00
Eugene "Gene" Moore RHP Fee: \$10.00
Cook County Recorder of Deeds
Date: 06/24/2011 03:44 PM Pg: 1 of 2

This document prepared by
and after recording return to
Steven D. Friedland
Applegate & Thorne-Thomson
322 S. Green Street
Suite 400
Chicago, Illinois 60607

PUBLIC COMMENT PERIOD

This Space Reserved for Recorder's Office Use Only

DECLARATION OF EASEMENT

This Declaration of Easement (this "Declaration") is made and entered into as of June 24, 2011, by Peter H. McNerney and Anne B. McNerney ("Declarant").

RECITALS

- A. Declarant the owner of 653 Sheridan Road, Winnetka, Illinois, which property legally described on Exhibit A attached hereto ("653") and 655 Sheridan Road, Winnetka, Illinois which property legally described on Exhibit B attached hereto ("655").
- B. 653 and 655 (each referred to herein as a "Lot") are each improved with a single family residence.
- C. Declarant executed and recorded that certain Plat of Easement recorded with the Cook County Recorder of Deeds on June 3, 2011 as Document Number 1115418045 (the "Plat of Easement"), a copy of which is attached hereto as Exhibit C, for the purpose of establishing an easement for a driveway to be located on 653 for the use and benefit of 655.

NOW, THEREFORE, the Declarant hereby declares that 653 and 655 shall be held, conveyed, occupied, and encumbered subject to the rights, easements, covenants and restrictions hereinafter set forth, each and all of which shall, with respect to both 653 and 655, attach to and constitute covenants running with the land:

- 1. INCORPORATION OF RECITALS. The foregoing Recitals are hereby incorporated by reference in the body of this Declaration as if fully set forth herein.

NOT AN OFFICIAL DOCUMENT

2. **DEFINITION OF "OWNER".** The term "Owner" as used in this Declaration means the person or entity (or persons or entities if more than one) at any time in question, holding fee simple title to any Lot.

3. **GRANT OF DRIVEWAY ACCESS EASEMENT.** Declarant hereby declares, grants and conveys a perpetual non-exclusive easement (the "Easement") under, over, across and through that portion of 653 depicted on the Plat of Easement as "Easement Hereby Granted" (the "Easement Area") for the use and benefit of 655 to permit the Owner of 655, its residents, tenants, guests and invitees ingress to and egress from 655 over and across 653. The Easement granted hereby shall include the right of the Owner of 655 to construct, maintain, repair and replace a driveway over the Easement Area.

4. **NO OBSTRUCTIONS.** No barrier or other obstruction shall be erected across the Easement Area that would impair or block the vehicular or pedestrian access over the Easement Area.

5. **MAINTENANCE AND REPAIR.** The Owner of 655 shall be responsible to maintain, repair and restore, at its sole cost and expense, the driveway improvements located on the Easement Area.

6. **EXISTING EASEMENTS UNAFFECTED.** Nothing herein shall affect or modify any existing easement benefitting or burdening 653 or 655, including but not limited to the easements granted pursuant to that certain grant of easement dated September 19, 1949 and recorded with the Cook County Recorder of Deeds September 24, 1949 as Document Number 14638100 and any easements granted and created by Harza's Subdivision recorded with the Cook County Recorder of Deeds on September 25, 1992 as Document Number 92715394.

7. **INDEMNITY.** The Owner of 655 expressly agrees to defend, hold harmless and indemnify the Owner of 653 from and against any and all claims, costs, damages, expenses, and judgments and liability arising out of or in any way connected with such Owner's use of the Easement created by this Declaration, including but not limited to reasonable attorney's fees and costs, provided that the forgoing indemnity shall not apply to the negligence or willful misconduct of the Owner of 653.

8. GENERAL PROVISIONS.

(a) The Easement and rights granted and declared in this Declaration are easements appurtenant, running with the land, and shall inure to the benefit of, burden and be binding upon the undersigned, their successors and assigns, and upon any Owner, purchaser, mortgagee, or other person having an interest in either 653 or 655, or any part thereof.

(b) This Declaration shall be governed by the laws of the State of Illinois.

(c) If any provision of this Declaration, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Declaration or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

NOT AN OFFICIAL DOCUMENT

(d) The Section headings in this Declaration are for convenience of reference only and shall not define, limit or prescribe the scope or intent of any term of this Declaration.

(e) In fulfilling obligations and exercising rights under this Declaration, each Owner shall cooperate with the other Owner to promote the efficient operation and use of the their respective Lots.

(f) This Declaration may be executed in counterparts, each of which upon such execution shall be deemed an original.

[Signature Page Follows]

Property of QCT Co., Ltd. - Recorder of Deeds

NOT AN OFFICIAL DOCUMENT

EXHIBIT A

Legal description of 653 Sheridan

That part of the Southwesterly 229.75 feet of Lots 3 and 4 lying Southeasterly of a line drawn from a point in the Southwesterly line of said Lot 4, 83.78 feet Southeasterly of the Northwesterly corner thereof, to a point on the Northeasterly line of said Southwesterly 229.75 feet, 83.78 feet (as measured along said Northeasterly line) Northwesterly of the Southeasterly line of said Lot 3, all in W.H. Garland's Subdivision of Blocks 2, 3 and 4 in John Garland's Subdivision of the Southeast $\frac{1}{4}$ of Section 17 and the Southwest $\frac{1}{4}$ of fractional Section 16, Township 42 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Common Address: 653 Sheridan Road, Winnetka, Illinois

PIN: 05-16-106-057-0000

NOT AN OFFICIAL DOCUMENT

EXHIBIT B

Legal description of 655 Sheridan

Lot 2 in Harza's Subdivision, a Resubdivision of Lots 3 and 4 (except the Southwesterly 229.75 feet of said Lots) in H.W. Garland's Subdivision of Blocks 2, 3 and 4 in John Garland's Subdivision of the Southeast $\frac{1}{4}$ of Section 17, and the Southwest $\frac{1}{4}$ of Section 16, Township 42 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Common Address: 655 Sheridan Road, Winnetka, Illinois

PIN: 05-16-106-073-0000

Public Access to Cook County Records is Denied

EXHIBIT G
TO NARRATIVE

Driveway Easement [657-661]



Doc# 1915606326 Fee \$88.00

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

EDWARD H. HOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 06/05/2019 02:50 PM PG: 1 OF 7

Licensed to Property Insight by Cook County Recorder of Deeds

GRANT OF EASEMENT

This Grant of Easement ("Grant of Easement") is made and entered into as of April 30, 2019, by and between BL Partners LLC ("Grantor") and Lake Michigan LLC ("Grantee").

RECITALS

A. Grantor is the owner of the property located at 661 Sheridan Road, Winnetka, Illinois 60093, which property is legally described on Exhibit A attached hereto ("661"), and Grantee is the owner of the property located at 657 Sheridan Road, Winnetka, Illinois 60093, which property is legally described on Exhibit B attached hereto ("657").

B. 661 and 657 (each referred to herein as a "Lot") are each improved with a single family residence.

C. Grantor and Grantee executed that certain Plat of Easement ("Plat of Easement"), a copy of which is attached hereto and incorporated herein as Exhibit C, for the primary purpose of establishing an easement for a driveway to be located on 661 for the use and benefit of 657.

NOW, THEREFORE, the Grantor and Grantee hereby agree that 661 and 657 shall be held, conveyed, occupied, and encumbered subject to the rights, easements, covenants and restrictions hereinafter set forth, each and all of which shall, with respect to both 661 and 657, attach to and constitute covenants running with the land:

1. INCORPORATION OF RECITALS. The foregoing Recitals are hereby incorporated by reference in the body of this Grant of Easement as if fully set forth herein.

2. DEFINITION OF "OWNER". The term "Owner" as used in this Grant of Easement means the person or entity (or persons or entities if more than one), at any time in question, holding fee simple title to any Lot.

S Y
P Z
SC Y
E —
INT —

3. GRANT OF DRIVEWAY ACCESS EASEMENT. Grantor hereby declares, grants and conveys a perpetual non-exclusive easement ("Easement") under, over, across and through that portion of 661 depicted on the Plat of Easement ("Easement Area") for the use and benefit of 657 to permit the Owner of 657, its residents, tenants, guests and invitees ingress to and egress from 657 over and across 661. The Easement granted hereby shall include the right of the Owner of 657 to construct, maintain, repair and replace a driveway over the Easement Area.

4. NO OBSTRUCTIONS. No barrier or other obstruction shall be erected across the Easement Area that would impair or block the vehicular or pedestrian access over the Easement Area.

5. MAINTENANCE AND REPAIR. The Owner of 657 shall be responsible to maintain, repair and restore, at its sole cost and expense, the driveway improvements located on the Easement Area.

6. EXISTING EASEMENTS UNAFFECTED. Nothing herein shall affect or modify any existing easement benefitting or burdening 661 or 657, including but not limited to, the easements granted pursuant to that certain grant of easement dated September 19, 1949 and recorded with the Cook County Recorder of Deeds September 24, 1949 as Document Number 14638100; any easements granted and created by Harza's Subdivision recorded with the Cook County Recorder of Deeds on September 25, 1992 as Document Number 92715394; and that certain grant of easement dated July 26, 2018 and recorded with the Cook County Recorder of Deeds on December 4, 2018 as Document Number 1833813024.

7. INDEMNITY. The Owner of 657 expressly agrees to defend, hold harmless and indemnify the Owner of 661 from and against any and all claims, costs, damages, expenses, and judgments and liability arising out of or in any way connected with such Owner's use of the Easement created by this Grant of Easement, including but not limited to reasonable attorney's fees and costs, provided that the forgoing indemnity shall not apply to the negligence or willful misconduct of the Owner of 661.

8. GENERAL PROVISIONS.

(a) The Easement and rights granted and declared in this Grant of Easement are easements appurtenant, running with the land, and shall inure to the benefit of, burden and be binding upon the undersigned, their successors and assigns, and upon any Owner, purchaser, mortgagee, or other person having an interest in either 661 or 657, or any part thereof.

(b) This Grant of Easement shall be governed by the laws of the State of Illinois.

(c) If any provision of this Grant of Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Grant of Easement or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

(d) The Section headings in this Grant of Easement are for convenience of reference only and shall not define, limit or prescribe the scope or intent of any term of this Grant of Easement.

(e) In fulfilling obligations and exercising rights under this Grant of Easement, each Owner shall cooperate with the other Owner to promote the efficient operation and use of their respective Lots.

(f) This Grant of Easement may be executed in counterparts, each of which upon such execution shall be deemed an original.

(g) This Grant of Easement may be amended by written agreement of the respective Owners of both Lots 661 and 657.

[Signature Page Follows]

Licensed to Property Insight by Cook County Recorder of Deeds

This Grant of Easement is executed as of the day and date first above written.

BL Partners LLC
Owner of 661 Sheridan Road, Winnetka, Illinois

By Christopher T. Childs, Manager

Lake Michigan LLC
Owner of 657 Sheridan Road, Winnetka, Illinois

By Christopher T. Childs, Manager

STATE OF ILLINOIS)
) SS
COUNTY OF COOK Lake

The foregoing instrument was executed before me this 30th day of April, 2019
by Christopher T. Childs, as Manager of BL Partners LLC.

Given under my hand and seal this 30th day of April, 2019.

Notary Public



STATE OF ILLINOIS)
) SS
COUNTY OF COOK Lake

The foregoing instrument was executed before me this 30th day of April, 2019
by Christopher T. Childs, as Manager of Lake Michigan LLC.

Given under my hand and seal this 30th day of April, 2019.

Notary Public



Exhibit A

Legal Description of 661 Sheridan Road, Winnetka, Illinois 60093

THAT PART OF THE SOUTHWESTERLY 229.75 FEET OF LOTS 3 AND 4 LYING NORTHWESTERLY OF A LINE DRAWN FROM A POINT IN THE SOUTHWESTERLY LINE OF SAID LOT 4, 83.78 FEET SOUTHEASTERLY OF THE NORTHWESTERLY CORNER THEREOF, TO A POINT ON THE NORTHEASTERLY LINE OF SAID SOUTHWESTERLY 229.75 FEET, 83.78 FEET (AS MEASURED ALONG SAID NORTHEASTERLY LINE) NORTHWESTERLY OF THE SOUTHEASTERLY LINE OF SAID LOT 3, ALL IN W. H. GARLAND'S SUBDIVISION OF BLOCKS 2, 3 AND 4 IN JOHN GARLAND'S SUBDIVISION THE SOUTHEAST 1/4 OF SECTION 17 AND THE SOUTHWEST 1/4 OF FRACTIONAL SECTION 16, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

05-16-106-056-0000

Licensed to Public Access by Cook County Recorder of Deeds

Exhibit B

Legal Description of 657 Sheridan Road, Winnetka, Illinois 60093

PARCEL 1:

LOT 1 IN HARZA'S SUBDIVISION IN THE SOUTHWEST QUARTER OF FRACTIONAL SECTION 16, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

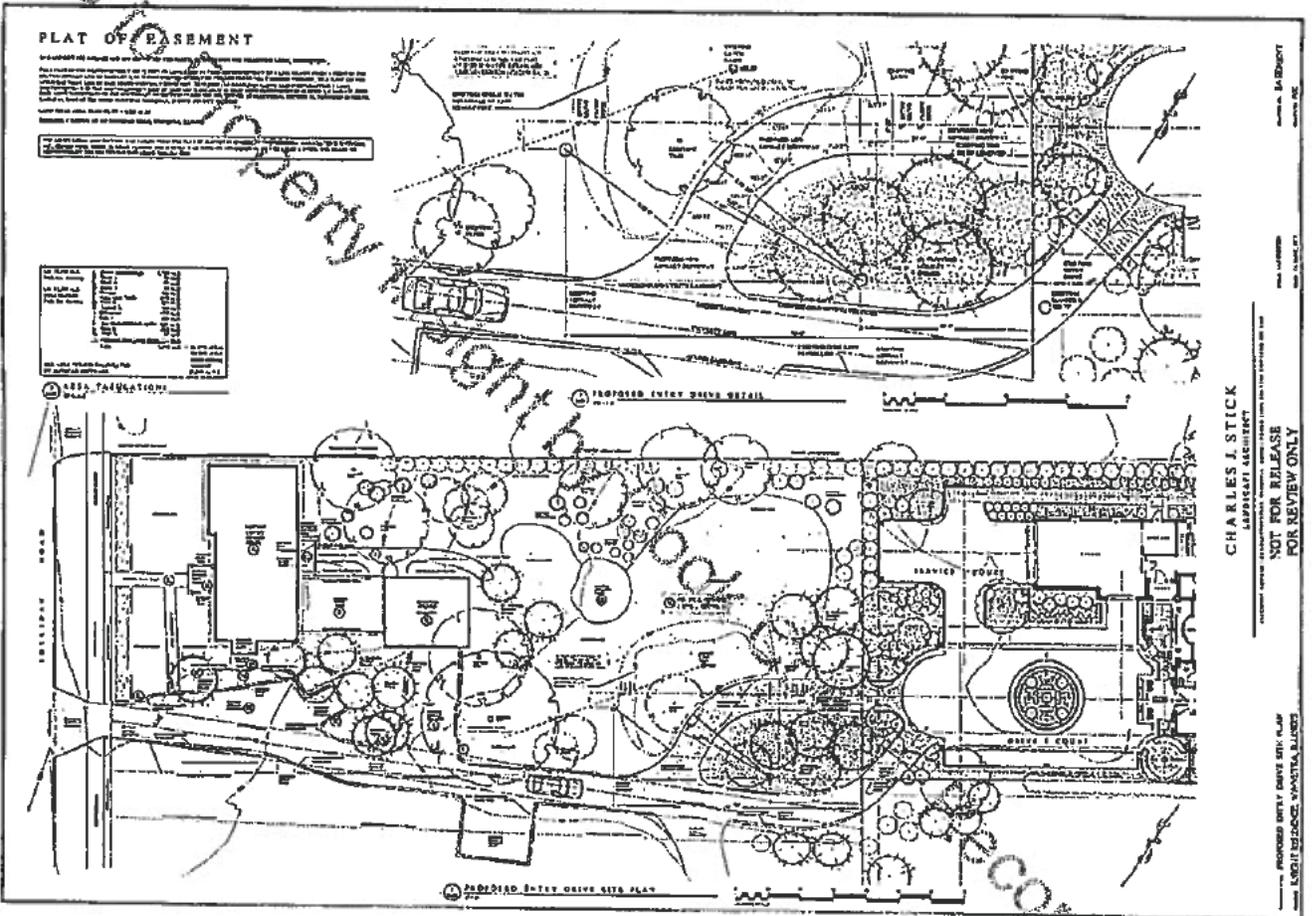
A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY PLAT OF SUBDIVISION DATED AUGUST 4, 1991 AND RECORDED AS DOCUMENT 92715394 FOR THE PURPOSE OF INGRESS AND EGRESS OVER AND UPON CERTAIN PORTIONS OF LOT 2 IN HARZA'S SUBDIVISION AND LOTS 3 AND 4 IN H.W. GARLAND'S SUBDIVISION OF SECTION 16, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

05-16-106-072-0000

Licensed to PropertyRight by Cook County Recorder of Deeds

Exhibit c

Licensed to Property



CHARLES J. STICK
ARCHITECT
NOT FOR RELEASE
FOR REVIEW ONLY

Recorder of Deeds