

Regular Meeting  
**WINNETKA VILLAGE COUNCIL**  
510 Green Bay Road  
Winnetka, Illinois 60093  
August 3, 2010  
7:30 p.m.

Emails regarding any agenda item are welcomed. Please email [LRosenthal@winnetka.org](mailto:LRosenthal@winnetka.org), and your email will be relayed to the Council members. Emails for the Tuesday Council meeting must be received by Monday at 4 p.m. Any email may be subject to disclosure

**AGENDA**

- 1) Call to Order
- 2) Pledge of Allegiance to the Flag
- 3) Quorum
  - a) August 10, 2010, Study Session - **CANCELLED**
  - b) August 17, 2010, Regular Meeting
- 4) Approval of Agenda
- 5) Consent Agenda
  - a) Village Council Minutes. None.
  - b) Warrant Lists Nos. 1663 and 1664 .....2
  - c) Bid Number 10-021 – 2010 Commercial District Resurfacing Program .....3
  - d) Resolution No. R-30-2010 – Grand Food Parking Lot License Agreement – Adoption ....6
- 6) Village Auditor: Comprehensive Annual Financial Report (CAFR) .....18
- 7) Ordinances and Resolutions.
- 8) Public Comment and Questions
- 9) Old Business
  - a) Ruling: Susan Kroeger Fire Code Appeal .....19
  - b) Ruling: Glenn Weaver Fire Code Appeal.....20
- 10) New Business. None.
- 11) Reports
- 12) Appointments
- 13) Executive Session
- 14) Adjournment

**NOTICE**

All agenda materials are available at [www.villageofwinnetka.org](http://www.villageofwinnetka.org) (click Council and then Current Agenda), the Reference Desk at the Winnetka Library, or in the Manager’s Office at Village Hall (2<sup>nd</sup> floor).

Videos of the Regular Village Council meetings are televised on Channel 10, Mondays, Wednesdays, and Fridays at 7:00 p.m. Videos of the meeting may also be viewed on the Internet via a link on the Village’s web site: [www.villageofwinnetka.org](http://www.villageofwinnetka.org).

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 – Liz Rosenthal, at 510 Green Bay Road, Winnetka, Illinois 60093, (Telephone (847) 716-3540; T.D.D. (847) 501-6041).

## AGENDA REPORT

**SUBJECT: Warrant Lists Nos. 1663 and 1664**

PREPARED BY: Liz Rosenthal, Interim Village Manager

DATE: July 30, 2010

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Warrants Lists Nos. 1663 and 1664 are enclosed in each Council member's packet.

**Recommendation:** Consider approving Warrants Lists Nos. 1663 and 1664.

## AGENDA REPORT

**Subject:** Bid Number 10-021 – 2010 Commercial District Resurfacing Program

Prepared By: Steven M. Saunders, Dir. of Public Works/Village Engineer

**Date:** July 29, 2010

On July 29, 2010, sealed bids were opened and read aloud for the 2010 Commercial District Resurfacing Program, which consists of the milling and resurfacing of the following streets and all related collateral work:

**Spruce Street** from Birch Street to Green Bay Road;

**Elm Street** from Birch Street to Green Bay Road;

**Oak Street** from Chestnut Street to Green Bay Road;

**Cherry Street** from Hibbard Road to Berkeley Avenue (localized pavement rehabilitation).

Four bidders responded. The following table indicates all bids that were received and read by the Village of Winnetka.

<b>Bidder</b>	<b>Bid Amount - As Read</b>	<b>Adjusted Bid - As Calculated</b>
J.A. Johnson Paving Company 1025 East Addison Court Arlington Heights, IL 60005	\$291,428.67	No Change
A Lamp Concrete Contractors, Inc. 800 W. Irving Park Road Schaumburg, IL 60193	\$310,835.40	No Change
Peter Baker & Sons Company 1349 Rockland Road Lake Bluff, IL 60044	\$313,102.40	No Change
Curran Contracting Company 286 Memorial Court Crystal Lake, IL 60014	\$346,544.70	No Change

All bids were reviewed for completeness and accuracy, and a bid tabulation is attached. Three bids were below the Engineer's Estimate of \$330,316.50, and the low bid of \$291,428.67 was submitted by J.A. Johnson Paving Company, of Arlington Heights. J.A. Johnson has worked within the Village of Winnetka on numerous occasions to the Village's satisfaction, and staff recommends awarding the 2010 Commercial District Resurfacing Program to J.A. Johnson Paving in the amount of \$291,428.67.

### **Budget Information**

The Village's FY 2010-11 budget contains \$750,000 from the Business District Redevelopment Fund, Account Number 42-20-500-901, as well as additional monies remaining from the 2010 Street Program, Account Number 10-30-640-139, to cover the costs associated with the necessary localized pavement rehabilitation of Cherry Street, which amounted to approximately \$18,000.

**Recommendation:**

Consider awarding a contract to J.A. Johnson Paving Company, of Arlington Heights, IL, for the 2010 Commercial District Resurfacing Program, in the amount of \$291,428.67.

July 29, 2010  
 TABULATION OF BIDS  
 2010 STREET REHABILITATION PROGRAM

PAY ITEM	UNIT	QUANTITY	ENGINEER'S EST. OF COST OF COST		J. A. JOHNSON PAVING COMPANY		A LAMP CONCRETE CONTRACTORS INC.		PETER BAKER & SON COMPANY		CURRAN CONTRACTING COMPANY	
			UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
EARTH EXCAVATION	CU YD	39	\$ 35.00	\$ 1,365.00	\$ 45.00	\$ 1,755.00	\$ 50.00	\$ 1,950.00	\$ 37.50	\$ 1,462.50	\$ 67.00	\$ 2,613.00
TOP SOIL FURNISH AND PLACE, 4"	CU YD	7	\$ 40.00	\$ 280.00	\$ 50.00	\$ 350.00	\$ 1.00	\$ 7.00	\$ 50.00	\$ 350.00	\$ 50.00	\$ 350.00
SODDING	SQ YD	100	\$ 7.00	\$ 700.00	\$ 15.00	\$ 1,500.00	\$ 4.00	\$ 400.00	\$ 15.00	\$ 1,500.00	\$ 15.00	\$ 1,500.00
BITUMINOUS MATERIAL (PRIME COAT)	GAL	1310	\$ 1.25	\$ 1,637.50	\$ 0.01	\$ 13.10	\$ 2.50	\$ 3,275.00	\$ 4.00	\$ 5,240.00	\$ 2.20	\$ 2,882.00
AGGREGATE MATERIAL (PRIME COAT)	TON	17.4	\$ 25.00	\$ 435.00	\$ 0.01	\$ 0.17	\$ 1.00	\$ 17.40	\$ 1.00	\$ 17.40	\$ 1.00	\$ 17.40
HMA SURFACE COURSE, MIX C, N50	TON	995	\$ 85.00	\$ 84,575.00	\$ 80.00	\$ 79,600.00	\$ 85.00	\$ 84,575.00	\$ 80.00	\$ 79,600.00	\$ 97.00	\$ 96,515.00
PORTLAND CEMENT DRIVEWAY PAVEMENT, 9"	SQ YD	277.2	\$ 70.00	\$ 19,404.00	\$ 53.00	\$ 14,691.60	\$ 70.00	\$ 19,404.00	\$ 60.00	\$ 16,632.00	\$ 60.00	\$ 16,632.00
PORTLAND CEMENT CONCRETE SIDEWALK, 5 INCH	SQ FT	3475	\$ 4.00	\$ 13,900.00	\$ 5.00	\$ 17,375.00	\$ 5.00	\$ 17,375.00	\$ 5.00	\$ 17,375.00	\$ 6.50	\$ 22,587.50
DETECTABLE WARNINGS	SQ FT	60	\$ 30.00	\$ 1,800.00	\$ 19.90	\$ 1,194.00	\$ 35.00	\$ 2,100.00	\$ 40.00	\$ 2,400.00	\$ 40.00	\$ 2,400.00
HOT MIX ASPHALT SURFACE REMOVAL, VARIABLE DEPTH	SQ YD	8740	\$ 3.50	\$ 30,590.00	\$ 3.25	\$ 28,405.00	\$ 3.00	\$ 26,220.00	\$ 3.05	\$ 26,657.00	\$ 4.90	\$ 42,826.00
DRIVEWAY PAVEMENT REMOVAL	SQ YD	277.2	\$ 15.00	\$ 4,158.00	\$ 11.00	\$ 3,049.20	\$ 10.00	\$ 2,772.00	\$ 10.00	\$ 2,772.00	\$ 10.00	\$ 2,772.00
SIDEWALK REMOVAL	SQ FT	3086	\$ 1.00	\$ 3,086.00	\$ 1.35	\$ 4,166.10	\$ 1.50	\$ 4,629.00	\$ 1.00	\$ 3,086.00	\$ 1.00	\$ 3,086.00
CURB REMOVAL	FOOT	685	\$ 5.00	\$ 3,425.00	\$ 3.00	\$ 2,055.00	\$ 5.00	\$ 3,425.00	\$ 4.00	\$ 2,740.00	\$ 4.00	\$ 2,740.00
CLASS D PATCH, TYPE IV, 6"	SQ YD	39	\$ 60.00	\$ 2,340.00	\$ 65.00	\$ 2,535.00	\$ 50.00	\$ 1,950.00	\$ 137.00	\$ 5,343.00	\$ 93.70	\$ 3,654.30
INLETS TO BE REMOVED AND REPLACED	EACH	1	\$ 2,500.00	\$ 2,500.00	\$ 1,400.00	\$ 1,400.00	\$ 1,500.00	\$ 1,500.00	\$ 915.00	\$ 915.00	\$ 1,500.00	\$ 1,500.00
FRAMES AND LIDS TO BE ADJUSTED (SPECIAL)	EACH	65	\$ 500.00	\$ 32,500.00	\$ 535.00	\$ 34,775.00	\$ 20.00	\$ 1,300.00	\$ 737.00	\$ 47,905.00	\$ 800.00	\$ 52,000.00
FRAMES AND LIDS, TYPE 1, CLOSED LID	EACH	20	\$ 385.00	\$ 7,700.00	\$ 300.00	\$ 6,000.00	\$ 300.00	\$ 6,000.00	\$ 344.00	\$ 6,880.00	\$ 400.00	\$ 8,000.00
COMBINATION CURB & GUTTER, B-6.12	FOOT	710	\$ 25.00	\$ 17,750.00	\$ 17.50	\$ 12,425.00	\$ 20.00	\$ 14,200.00	\$ 25.40	\$ 18,034.00	\$ 22.00	\$ 15,620.00
TRAFFIC CONTROL AND PROTECTION STD (SPECIAL)	L SUM	1	\$ 10,000.00	\$ 10,000.00	\$ 26,000.00	\$ 26,000.00	\$ 35,000.00	\$ 35,000.00	\$ 9,330.00	\$ 9,330.00	\$ 10,000.00	\$ 10,000.00
TRAFFIC CONTROL AND PROTECTION STD 701501	L SUM	1	\$ 10,000.00	\$ 10,000.00	\$ 10.00	\$ 10.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 10.00	\$ 10.00
TRAFFIC CONTROL AND PROTECTION STD 701701	L SUM	1	\$ 10,000.00	\$ 10,000.00	\$ 1,982.00	\$ 1,982.00	\$ 15,000.00	\$ 15,000.00	\$ 3,900.00	\$ 3,900.00	\$ 2,000.00	\$ 2,000.00
THERMOPLASTIC PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	17.6	\$ 5.00	\$ 88.00	\$ 5.00	\$ 88.00	\$ 25.00	\$ 440.00	\$ 10.00	\$ 176.00	\$ 5.00	\$ 88.00
THERMOPLASTIC PAVEMENT MARKING - LINE, 6" WHITE/YELLOW	FOOT	4630	\$ 1.50	\$ 6,945.00	\$ 1.05	\$ 4,861.50	\$ 1.50	\$ 6,945.00	\$ 1.25	\$ 5,787.50	\$ 1.05	\$ 4,861.50
THERMOPLASTIC PAVEMENT MARKING - LINE, 24" WHITE	FOOT	148	\$ 6.00	\$ 888.00	\$ 4.25	\$ 629.00	\$ 15.00	\$ 2,220.00	\$ 8.00	\$ 1,184.00	\$ 4.25	\$ 629.00
DETECTOR LOOPS TO BE REPLACED	FOOT	73.5	\$ 20.00	\$ 1,470.00	\$ 22.00	\$ 1,617.00	\$ 40.00	\$ 2,940.00	\$ 22.00	\$ 1,617.00	\$ 30.00	\$ 2,205.00
POLYMERIZED LEVELING BINDER (MACHINE METHOD), IL-4.75, N50	TON	342	\$ 115.00	\$ 39,330.00	\$ 108.00	\$ 36,936.00	\$ 115.00	\$ 39,330.00	\$ 104.00	\$ 35,568.00	\$ 98.00	\$ 33,516.00
PAVEMENT CONTRACTION JOINTS	FOOT	2180	\$ 2.50	\$ 5,450.00	\$ 1.20	\$ 2,616.00	\$ 2.00	\$ 4,360.00	\$ 3.50	\$ 7,630.00	\$ 3.00	\$ 6,540.00
RESET BRICK PAVERS	SQ FT	900	\$ 20.00	\$ 18,000.00	\$ 6.00	\$ 5,400.00	\$ 15.00	\$ 13,500.00	\$ 10.00	\$ 9,000.00	\$ 10.00	\$ 9,000.00
			\$ -									
			\$ -									

\$ 330,316.50

\$ 291,428.67

\$ 310,835.40

\$313,102.40

\$ 346,544.70

## AGENDA REPORT

**SUBJECT:**                    **R-30-2010    Grand Foods License Agreement**

**PREPARED BY:**            Katherine S. Janega, Village Attorney

**REF:**                        June 15, 2010            Council Agenda, pp. 50-153  
                                  July 6, 2010             Council Agenda, pp. 102-112

**DATE:**                      July 30, 2010

On July 6, 2010, the Village Council adopted Ordinance M-11-2010, granting variations from the intensity of use of lot limitations and the front yard setback requirements of Sections 17.44.010(E) and 17.44.010(N) of the Winnetka Zoning Ordinance, to allow the expansion of the existing Grand Food Center.

As a condition for the granting of the variations, Section 3.B of Ordinance M-11-2010 required that the trash enclosure currently located at the south end of the service drive be moved to the west, onto the Village Parking Lot, which adjoins the west side of the Subject Property. The Ordinance also required that the trash area be fully enclosed on all four sides, and that it be located so that it opens to the east for deposit and removal of trash, and that it also be located so as to minimize, to the extent reasonably possible, the reduction of parking spaces in the Village Parking Lot on which it will be situated. The Ordinance also required that the fence on the west side of the Subject Property be replaced with an 8-foot high stockade fence that also fully surrounds the relocated trash enclosure.

In addition, the Ordinance required Grand Foods and the owners of the Subject Property to enter into a license agreement with the Village to define the compensation, duration and other terms pursuant to which the Village will allow the trash enclosure to be relocated to the Village Parking Lot.

Village Engineer Saunders has measured out the proposed area for the trash enclosure, and has developed a compensation schedule, based on the estimated value of the lost parking space.

Resolution R-30-2010 authorizes the execution of the license agreement, substantially in the form attached as Exhibit A. Exhibit A, in turn, has two exhibits: the map of the site, and the schedule of payments.

**Recommendation:**

- 1) Consider adoption of Resolution R-30-2010, authorizing the execution of a license agreement with Grand Foods, substantially in the form attached.

**A RESOLUTION  
APPROVING A LICENSE AGREEMENT  
FOR GRAND FOOD CENTER TO USE  
A PORTION OF THE VILLAGE PARKING LOT  
LOCATED AT PINE AND BIRCH STREETS**

**WHEREAS**, Grand Food Centers, Inc., is an Illinois corporation (“Grand Foods”), that operates a grocery store, known as the Grand Food Center, on property it leases at 606 Green Bay Road, Winnetka, Illinois (the “Subject Property”), located at the southwest corner of Green Bay Road and Pine Street; and

**WHEREAS**, the Village of Winnetka (the “Village”) owns a public parking lot at the southeast corner of Birch and Pine Streets; and

**WHEREAS**, on July 6, 2010, the Council of the Village of Winnetka adopted Ordinance M-11-2010, granting variations from the intensity of use of lot limitations and the front yard setback requirements of Sections 17.44.010(E) and 17.44.010(N) of the Winnetka Zoning Ordinance, to allow the expansion of the existing Grand Food Center; and

**WHEREAS**, as a condition for the granting of the variations, Section 3.B of Ordinance M-11-2010 required that the trash enclosure located at the south end of the service drive be moved to the west, onto the Village Parking Lot, which adjoins the west side of the Subject Property, and that the trash enclosure be fully enclosed on all four sides, and that it be located so that it opens to the east for deposit and removal of trash and so as to minimize, to the extent reasonably possible, the reduction of parking spaces in the Village Parking Lot on which it will be situated; and

**WHEREAS**, as a further condition for the granting of the variations, Section 3.C of Ordinance M-11-2010 required that the fence on the west side of the Subject Property be replaced with an 8-foot high stockade fence that also fully surrounds the relocated trash enclosure; and

**WHEREAS**, as a further condition for the granting of the variations, Section 3.D of Ordinance M-11-2010, required Grand Foods and the owners of the Subject Property (collectively, “Licensees”) to enter into a license agreement with the Village to define the compensation, duration and other terms pursuant to which the Village will allow the trash enclosure to be relocated to the Village Parking Lot; and

**WHEREAS**, the Village and the Licensees have reached an agreement on the terms under which Grand Foods will be allowed to use the Village Parking Lot; and

**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, pursuant thereto, 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 the power to regulate for the protection of the public health, safety and welfare; and

**WHEREAS**, the Village Council find that establishing terms and conditions for the use of Village property is a matters pertaining to the affairs of the Village.

**NOW, THEREFORE**, be it resolved by the Council of the Village of Winnetka 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 Village Council hereby approves a License Agreement with Grand Food Center, Inc., and the owners of the Subject Property, substantially in the form attached hereto as Exhibit A.

**SECTION 3:** The Village President and the Village Clerk are hereby authorized and directed to execute and seal, on behalf of the Village, the License Agreement, substantially in the form attached hereto as Exhibit A.

**SECTION 4:** No permits shall be issued for the improvements to the Subject Property as provided in Ordinance M-11-2010, until (a) the Licensees have delivered to the Village Clerk a fully executed original of the License Agreement and (b) Grand Food Center, Inc., has paid the license fee for the first year of the License Agreement.

[Remainder of this page intentionally left blank.]

**SECTION 3:** This Resolution is adopted 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 4:** This Resolution shall take effect immediately upon its adoption.

**ADOPTED** this 3<sup>rd</sup> day of August, 2010, pursuant to the following roll call vote:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

Signed:

\_\_\_\_\_  
Village President

Countersigned:

\_\_\_\_\_  
Village Clerk

**LICENSE AGREEMENT  
BETWEEN THE VILLAGE OF WINNETKA  
AND GRAND FOOD CENTER, INC.**

**THIS LICENSE AGREEMENT** (“Agreement”) is dated as of the \_\_\_\_ day of \_\_\_\_\_, 2010, and is by and between the VILLAGE OF WINNETKA, an Illinois home rule municipality (the “Village”), and GRAND FOOD CENTERS, INC., an Illinois corporation (the “Grand Foods”).

**RECITALS**

A. Grand Foods operates a grocery store, known as the Grand Food Center, on property it leases at 606 Green Bay Road, Winnetka, Illinois (the “Subject Property”), which is located at the southwest corner of Green Bay Road and Pine Street, and is described as follows:

Parcel 1: All of Lots 1, 2, 3, 4, 11, 12 and 13 in Jopson and Osgood Subdivision of Block 6 (except the East 101<sup>st</sup> part thereof) in Charles E. Peck’s Subdivision of the Northeast Quarter of Section 20 and the North half of Fractional Section 21, Township 42 North, Range 13, East of the Third Principal Meridian, also

Parcel 2: The East 101<sup>st</sup> part (excepting therefrom that portion taken for streets described in deed from Max K. Meyer to Village of Winnetka, dated November 25, 1932, recorded December 16, 1932, as Document No. 11176456, as the portion of said East 101<sup>st</sup> part lying Easterly and Southerly of a curved line, convex to the Southeast and having a radius of 20.0 feet, beginning at a point on the Southwesterly line of Center Street (formerly Railroad Avenue), 36.68 feet Northwesterly of the intersection of the North line of Spruce Street with the Southwesterly line of said Center Street, and running thence Southerly and Westerly on said curved line to a point on the North line of Spruce Street 36.68 feet West of said intersection of the North line of said Spruce Street with the Southwesterly line of said Center Street) of Block 6 in Winnetka, being Charles E. Peck’s Subdivision of the Northeast Quarter of Section 20, and the North Half of Fractional Section 21, Township 42 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois; and

B. The Village owns a public parking lot at the southeast corner of Birch and Pine Streets in the Village of Winnetka (the “Parking Lot”), which is described as follows:

Lots 5 and 6 in Jopson and Osgood’s Subdivision of Block 6 in Winnetka as per the Plat thereof recorded November 8, 1893, as Document No. 19522297, in Section 20 and 21, Township 42 North, Range 13 East of the 3<sup>rd</sup> Principal Meridian, in Cook County, Illinois.

C. The east property line of the Parking Lot adjoins a portion of the west property line of the Subject Property.

D. On July 6, 2010, the Council of the Village of Winnetka adopted Ordinance M-11-2010 (the "Ordinance"), granting variations from the intensity of use of lot limitations and the front yard setback requirements of Sections 17.44.010(E) and 17.44.010(N) of the Winnetka Zoning Ordinance, to allow the expansion of the existing Grand Food Center.

E. As a condition for the granting of the variations, Section 3 of the Ordinance required that the trash enclosure ("Enclosure") currently located at the south end of the service drive on the Subject Property be moved to the west, onto the Parking Lot, established other requirements for the Enclosure, and required Grand Foods and the owners of the Subject Property (collectively, "Licensees") to enter into a license agreement with the Village to define the compensation, duration and other terms for the relocation of the Enclosure.

F. The Village Engineer has recommended that the Enclosure be placed in the south 20 feet of the east 24 feet of the Parking Lot, as depicted in the map that is attached to this Agreement as Exhibit 1 and is incorporated herein by reference ("Licensed Premises").

G. Allowing Grand Foods to place the Enclosure in the Licensed Premises will result in the loss of one public parking space in the Parking Lot, while providing additional parking on the Subject Property and improving circulation of delivery vehicles on the Subject Property.

H. Allowing Grand Foods to place the Enclosure in the Licensed Premises will also provide a public benefit, because the improved vehicle circulation on the Subject Property will improve the public safety and comfort in the adjacent residential areas by reducing truck traffic on Pine Street.

I. The Village Engineer has calculated the value of the loss of the public parking space currently located in the Licensed Premises and has recommended that Grand Foods pay an annual fee to the Village for the use of the Licensed Premises ("License Fee") based on that value.

J. The Village, Grand Foods and the owners of the Subject Property have agreed to the terms pursuant to which Grand Foods will be permitted to relocated the Enclosure to the Licensed Premises on the Parking Lot.

**WITNESSETH:**

**NOW, THEREFORE,** in consideration of the terms hereinafter set forth, the Parties agree as follows:

1. The foregoing recitals are hereby incorporated in and made a part of this Agreement.
2. Subject to the terms and conditions of this Agreement, the Village hereby grants unto Grantees, their successors and assigns, for the term set forth herein, a license to use the Licensed Premises for the sole purpose of constructing, installing, reconstructing,

3. The Licensed Premises, which is depicted in the map attached to this Agreement as Exhibit 1 and incorporated herein by reference, is described as follows:

The East 24 feet of the South 20 feet of Lot 6 in Jopson and Osgood's Subdivision of Block 6 in Winnetka as per the Plat thereof recorded November 8, 1893, as Document No. 19522297, in Section 20 and 21, Township 42 North, Range 13 East of the 3<sup>rd</sup> Principal Meridian, in Cook County, Illinois.

4. Unless sooner terminated as hereinafter provided in this Agreement, the term of the License shall be for a period of twenty (20) years, commencing on the date Grand Foods begins construction of the new Enclosure. Notwithstanding the foregoing, the License shall terminate and the use and control of the Licensed Premises shall revert to the Village upon the occurrence of any of the following events:
  - a. If Grand Foods vacates the Subject Property and the portion of the Subject Property currently occupied by Grand Foods ceases to be used as a grocery; or
  - b. If the Owner redevelops or reconfigures the Subject Property with a new building or buildings to replace either the building now occupied by Grand Foods the buildings now located to the south of the building occupied by Grand Foods.
5. In consideration for the grant of the License, Grand Foods shall make an annual payment to the Village ("License Fee") in the amounts shown in the fee schedule attached to this Agreement as Exhibit 2 and incorporated herein by reference. The License Fee for the first year of the License shall be paid in full by Grand Foods at the time of the execution of this Agreement. Thereafter, the annual License Fee shall be paid in full by Grand Foods on or before the first date of each successive year of this Agreement.
6. The License shall be subject to the follow terms and conditions:
  - a. The 8-foot high stockade fence ("Fence") required by the Ordinance shall also fully surround the Enclosure on all four sides.
  - b. The east side of the Enclosure shall align with the Fence and shall be equipped with a gate for accessing the interior of the Enclosure ("Gate").
  - c. The Enclosure shall be serviced only from Subject Property, through the above-described gate.
  - d. Use of the Parking Lot for the deposit or removal of trash from the Enclosure is expressly prohibited.
  - e. Grand Foods shall be solely responsible for maintaining the Enclosure and its contents in a safe, secure and sanitary condition, in compliance with all applicable safety and sanitation regulations.

- f. Grand Foods shall not allow waste or debris from the Enclosure or from the Subject Property to accumulate on the Parking Lot, and shall inspect the areas of the Parking Lot at least weekly to remove any such waste or debris.
7. As further consideration for the grant of the License, Grand Foods shall, at its sole cost and expense, make or pay for any and all changes, alterations or modifications to the Parking Lot necessitated by the construction and installation of the Enclosure, and shall pay for any damage made to the Parking Lot in the course of the construction and installation of the Enclosure, including the restoration of pavement, striping of adjacent parking spaces, and the relocation or replacement of any landscape materials. All such repairs and restoration, including landscaping, shall be to Village specifications, as determined by the Village Engineer. Grand Foods agrees to accept, without challenge, such specifications and such landscaping designs and materials, costs and written estimates as may be prepared and submitted by or on behalf of the Village.
8. Upon the termination of this Agreement, Grand Foods shall, at its sole expense, restore the Licensed Premises to the condition in which it existed at the commencement of the License, as determined by the Village. Notwithstanding the foregoing, the Village reserves all right and discretion to use the Parking Lot for any purpose it may deem appropriate, so long as such use does not interfere with Grand Foods' rights to use the Licensed Premises as provided in this Agreement.
9. Grand Foods shall be entitled to limited access to the areas of the Parking Lot outside of the Enclosure for the sole purpose of (i) installing, maintaining and repairing the Enclosure, and (ii) complying with the Paragraphs 6.f, 7 and 8 of this Agreement; provided, that nothing in this License shall be construed as granting Licensees any rights of vehicular access to the Parking Lot for any purpose.
10. Grand Foods shall save, defend and hold the Village harmless from and against any and all claims, causes of action, suits, damages, liabilities, demands, judgments, awards, or liabilities of any nature or kind, including legal fees and costs (collectively, "Claims"), arising from Licensees' use of the Licensed Premises or the exercise of Licensees' rights under this Agreement, and the performance of any of obligations undertaken by Grantees under this Agreement, or the breach by Grantees of any of the provisions of this Agreement, including from the negligence of the Licensees or their authorized agents, servants, employees, or contractors in the construction, installation or maintenance of the Enclosure. This provision shall survive the termination of the Agreement.
11. Grand Foods and Owners waive, on behalf of themselves and their representatives and agents, all Claims against the Village that relate to or arise directly or indirectly from the Licensees' use of the Licensed Premises; provided, however, that this waiver shall not apply to claims that arise from the negligence or reckless or willful conduct of the Village, its employees, representatives or agents, or to claims arising from the Owner's breach of this Agreement. This provision shall survive the termination of this Agreement.

12. To the extent permitted by the laws of the State of Illinois, Grantees hereby waive any and all rights or claims Grantees may have at any time against Village, its officers, employees, agents or other persons acting on its the Village's behalf, for injury to or the death of any person or for the damage to or destruction of any property sustained or incurred by Grantees, or any other persons of rights and privileges granted to Grantees, or the performance of Grantees' obligations under this Agreement.
13. This License may not be assigned by the Grantees without the Village's prior written approval.
14. The Village reserves the right to terminate the License and any and all other rights and privileges hereby granted to Grantees under this Agreement upon 30 days written notice to Grantees in the event any one or more of the following events occurs.
  - a. If the Village is ordered by a court of competent jurisdiction to terminate this Agreement.
  - b. If the Village determines that Grand Foods' use of the Licensed Premises unreasonably interferes with Village's use and operation of the Licensed Premises or the Parking Lot property.
  - c. If the Village determines that the entire property on which the Parking Lot is located, including the Licensed Premises, is needed for the Village's own use.
15. Grand Foods shall have the right to terminate this Agreement at any time, upon 30 days written notice to the Village.
16. The failure of Village to terminate the License as provided herein shall not be construed as Village's consent to any breach by Grantees and shall not constitute a waiver of any right which Village may have by virtue of Grantees' actions including without limitation termination of License.
17. All notices and demands under this Agreement shall be in writing, and shall be deemed to have been given when delivered in person or by courier, or when delivered by United States certified mail with the proper postage prepaid, to Village, if intended for it, at the following address which is also the address for payment of the Fee designated by Village:

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

All notices and demands under this Agreement shall be in writing, and shall be deemed to have been given when delivered in person or by courier, or when mailed by United States registered mail with the proper postage prepaid, to Grand Foods, if intended for it, at the following address:

[To be inserted prior to execution.]

All payments required to be made by the Grand Foods shall be made payable to the Village of Winnetka and shall be addressed as follows:

Attention: Finance Director  
Village of Winnetka  
510 Green Bay Road  
Winnetka, IL 60093

- 18. Each Party represents and warrants that it has full power and authority to enter into this Agreement and to perform the covenants and obligations herein contained. Each person executing this Agreement represents and warrants that he or she is duly authorized to execute this Agreement.
- 19. In any case where the approval or consent of the Village is required, requested or otherwise to be given under this Agreement, a written approval or consent by the Village Manager of the Village shall be sufficient, and Grantees may rely upon any such approval or consent.
- 20. This agreement shall run with the land and shall be binding on the Village and its successors and assigns, and on the Grantees and their heirs, successors and permitted assigns and successor owners of record of all or any portion of Grand Food Centers Inc., or the Subject Property.
- 21. This agreement shall be recorded against the Subject Property and Parking Lot in the office of the Cook County Recorder of Deeds, at the Grantee's expense.

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

Grand Food Centers, Inc.

Village of Winnetka

By: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Village President

Attest:

Attest:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Village Clerk



**MapOffice™ Public Parking Lot, Pine & Birch**



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License Value Calculation  
 1 Parking Space in Pine Lot  
 Grand Food Center

Value of Parking Space	\$	25,000
Expected Rate of Return		8%
Annual Value	\$	2,000

<b>Payment Date</b>	<b>Payment Amount</b>	
July 1, 2010	\$	2,000
July 1, 2011	\$	2,000
July 1, 2012	\$	2,000
July 1, 2013	\$	2,000
July 1, 2014	\$	2,000
July 1, 2015	\$	2,300
July 1, 2016	\$	2,300
July 1, 2017	\$	2,300
July 1, 2018	\$	2,300
July 1, 2019	\$	2,300
July 1, 2020	\$	2,600
July 1, 2021	\$	2,600
July 1, 2022	\$	2,600
July 1, 2023	\$	2,600
July 1, 2024	\$	2,600
July 1, 2025	\$	3,000
July 1, 2026	\$	3,000
July 1, 2027	\$	3,000
July 1, 2028	\$	3,000
July 1, 2029	\$	3,000
<b>Total Payments</b>	<b>\$</b>	<b>49,500</b>

## **AGENDA REPORT**

**TO:** Village Council

**PREPARED BY:** Ed McKee, Finance Director

**DATE:** July 23, 2010

**SUBJECT:** Comprehensive Annual Financial Report (CAFR)

The CAFR from the accounting firm of Lauterbach and Amen for the fiscal year ending March 31, 2010 has been distributed to the Village Council and is on file with the Library.

**The auditors and staff are scheduled to attend the August 3, 2010 meeting to discuss this report and answer any questions.**

The CAFR is the Village's final accounting of the 2009 fiscal year. In terms of the content, the overall financial position of the Village remains strong and operations were generally in line with the budget.

Any questions about these documents may be directed to my attention in the interim. Additionally, the Council Members should feel free to contact the Auditor directly if they so desire.

## **AGENDA REPORT**

**SUBJECT:** Susan Kroeger Fire Code Appeal

**PREPARED BY:** Katherine S. Janega, Village Attorney

**REF:** June 15, 2010 Council Agenda, pp. 213 – 235  
July 6, 2010 Council Agenda, pp. 119 – 170  
July 20, 2010 Council Agenda, p. 106

**DATE:** July 30, 2010

This is an appeal brought pursuant to Section 15.16.090 of the Village Code by Susan Kroeger Ltd. (Appellant) from a decision of Fire Chief Scott Smith. The Appellant seeks reversal of Chief Smith's determination that fire sprinkler and fire alarm systems must be installed in space at 888 Green Bay Road that was formerly a residential apartment but is now leased by the Appellant as an office.

The Council first considered the appeal at the June 15<sup>th</sup> Council meeting, at which time it heard the arguments of the Appellant's legal counsel, the response by Chief Smith and Deputy Chief Laureys and further argument on behalf of Appellant. The Council then asked the parties to submit their positions in writing, set a briefing schedule providing for the simultaneous filing of their briefs on June 25<sup>th</sup>, and took the matter under advisement.

At the July 6, 2010, Council meeting, the Council set the matter for ruling on July 20, 2010. On July 20, 2010, the attorney representing Susan Kroeger Ltd. faxed in a letter containing additional legal authority and the Council continued the matter to the August 3<sup>rd</sup> meeting for ruling.

**Recommendation:**

- 1) Announce decision of the Council.
- 2) Issue written findings and opinion.

## AGENDA REPORT

**SUBJECT:** Glenn Weaver Fire Code Appeal

**PREPARED BY:** Katherine S. Janega, Village Attorney

**REF:** July 20, 2010 Council Agenda, pp. 107-117

**DATE:** July 30, 2010

At the July 20<sup>th</sup> Village Council meeting, the Council heard the appeal of Glenn Weaver, owner of property at 574 Lincoln avenue, from a decision of the Fire Chief requiring the installation of a fire sprinkler system in that building.

This is an appeal brought pursuant to Section 15.16.090 of the Village Code by Glenn Weaver from a decision of Fire Chief Scott Smith. Mr. Weaver, the owner of 574 Lincoln, seeks reversal of Chief Smith's determination that a fire sprinkler system must be installed in his building, due to the proposed change of occupancy from business offices to retail mercantile.

After hearing the positions of Mr. Weaver and Chief Smith, the Council took the matter under advisement and set it for ruling at its August 3, 2010 Council meeting.

### **Recommendation:**

- 1) Announce decision of the Council.
- 2) Issue written findings and opinion.