

Winnetka Village Council
REGULAR VIRTUAL MEETING

Cisco WebEx
June 2, 2020
7:00 PM

AGENDA

As the Village of Winnetka continues to follow social distancing requirements and Governor Pritzker's applicable Executive Orders, the Winnetka Village Council Meeting on Tuesday, June 2, 2020 will be held virtually beginning at 7:00 PM. The meeting will be livestreamed via the Cisco WebEx platform.

The public has two options for observing and participating in this virtual Village Council meeting including the ability to provide oral comments during the meeting.

- 1) Telephone (audio only Call 408 418-9388), when prompted enter the Meeting ID – 1267413555 (Please note there is no additional password or attendee ID required)
- 2) Livestream (both audio and video feed) Download the Cisco WebEx meetings app to your smartphone, tablet or computer and then join Meeting ID: 1267413555. Event Password: VC060220

Public comments should be emailed to contactcouncil@winnetka.org. Public comments received by 6:45 p.m. on Tuesday, June 2, 2020 will be read at the appropriate time during the meeting. General comments for matters not on the agenda will be read at beginning of the meeting under the Public Comment agenda item. Comments specific to a particular agenda item will be read during the discussion of that agenda item. The Village will attempt to have comments received after the meeting has started read at the end of the meeting. Public comment is limited to 200 words or less. Public comments should contain the following information:

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

All emails received will be acknowledged either during or after the meeting, depending on when they are received.

If you do not have access to email, you may leave a message with your public comment at the Village Manager's office at 847-716-3541 or mail to Village Clerk, Village of Winnetka, 510 Green Bay Road, Winnetka, IL 60093.

**Winnetka Village Council
REGULAR VIRTUAL MEETING**

Village Hall
510 Green Bay Road
June 2, 2020
7:00 p.m.

AGENDA

- 1) Call to Order
- 2) Pledge of Allegiance
- 3) Quorum
 - a) June 9, 2020 Study Session
 - b) June 16, 2020 Regular Meeting
 - c) July 7, 2020 Regular Meeting
- 4) Public Comment
- 5) Reports
- 6) Approval of Agenda
- 7) Consent Agenda
 - a) Approval of Village Council Minutes
 - i) May 19, 2020 Regular Virtual Meeting.....3
 - b) Approval of Warrant List dated May 15 - 28, 20206
- 8) Ordinances and Resolutions
 - a) Ordinance No. M-8-2020: 425 Birch Street - Variations (Introduction & Adoption).....7
 - b) Resolution No. R-42-2020: Approving License Agreement with Sole + Luna for Sign at 1015 Tower Court (Adoption)47
- 9) Old Business: None.
- 10) New Business: None.

- 11) Motion to Extend Village President's Declaration of Emergency77
- 12) Appointments
- 13) Closed Session
- 14) Adjournment

NOTICE

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

<https://www.villageofwinnetka.org/AgendaCenter>.

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

**MINUTES
WINNETKA VILLAGE COUNCIL
REGULAR VIRTUAL MEETING
May 19, 2020**

(Approved: xx)

A record of a legally convened regular virtual meeting of the Council of the Village of Winnetka, which was held in the Council Chambers at Village Hall on Tuesday, May 19, 2020, at 7:00 PM.

- 1) Call to Order. President Rintz called the meeting to order at 7:00 PM. Present: Trustees Robert Apatoff, Jack Coladarci, Andrew Cripe, Robert Dearborn, Penfield Lanphier, and John Swierk. Absent: None. Also present: Village Manager Robert Bahan, Assistant Village Manager Kristin Kazenas, Village Attorney Peter Friedman, Director of Water & Electric Brian Keys, and approximately five persons participating in the remote feed.
- 2) Pledge of Allegiance. Trustee Dearborn led the group in the Pledge of Allegiance.
- 3) Quorum.
 - a) June 2, 2020 Regular Meeting. All of the Council members present said they expect to attend.
 - b) June 9, 2020 Study Session. All of the Council members present said they expect to attend.
 - c) June 16, 2020 Regular Meeting. All of the Council members present said they expect to attend.
- 4) Public Comment. None.
- 5) Village Green Flag Request: Memorial Day Observance. Trustee Cripe explained that he and his family would like to build a Memorial Day display to honor Winnetka's fallen soldiers by placing one flag for each soldier on the Village Green. The community is invited to create and place posters at the Cenotaph to complete the memorial.

After a brief discussion, the Council reached unanimous agreement to approve the display. Manager Bahan added that the Park District is planning a virtual Memorial Day observance, which will be available on the Village's website.

Trustee Lanphier, seconded by Trustee Apatoff, moved to permit the placement of American flags on the Village Green to honor the Winnetkans who gave their lives in service to their country, as laid out in Trustee Cripe's letter. By roll call vote, the motion carried. Ayes: Trustees Apatoff, Coladarci, Cripe, Dearborn, Lanphier, and Swierk. Nays: None. Absent: None.
- 6) Reports:
 - a) Trustees. None.
 - b) Attorney. None.
 - c) Manager. Manager Bahan gave a report about flooding throughout the Village during the recent heavy rains, as well as a 16-inch water main break on Willow Road that took 15

hours to repair. Most flooding was in the streets; however, there was some basement flooding. A summary flooding report is being prepared for the Council by Village staff.

- d) Village President. President Rintz noted that a letter was sent to State Senator Laura Murphy (District 28) requesting funds from the CARES Act be shared with municipalities, and asking the State to rethink its reopening plan. The letter was signed by nearly every community in the Chicago metropolitan area.
- 7) Approval of the Agenda. Trustee Coladarci, seconded by Trustee Cripe, moved to approve the Agenda. By roll call vote, the motion carried. Ayes: Trustees Apatoff, Coladarci, Cripe, Dearborn, Lanphier, and Swierk. Nays: None. Absent: None.
- 8) Consent Agenda
 - a) Village Council Minutes.
 - i) May 12, 2020.
 - b) Approval of Warrant List dated May 1-14, 2020 in the amount of \$410,770.34.
 - c) Resolution No. R-40-2020: 2020 Sewer Relining Program (Adoption).
 - d) Resolution No. R-41-2020: Contract for Sanitary Sewer Inspection Services (Adoption).

Trustee Coladarci, seconded by Trustee Cripe, moved to approve the foregoing items on the Consent Agenda by omnibus vote. By roll call vote, the motion carried. Ayes: Trustees Apatoff, Coladarci, Cripe, Dearborn, Lanphier, and Swierk. Nays: None. Absent: None.
- 9) Ordinances and Resolutions.
 - a) Resolution No. R-39-2020 Rejecting All Bids, Waiving Bidding Requirements And Awarding Contract To Asplundh Tree Expert Co. For Line Clearance (Adoption).

Mr. Keys reviewed the bid process for the 2020 tree trimming project, as bids came in significantly higher than expected. He explained that factors contributing the price increases include (i) the previous contract prices were negotiated more than three years ago and (ii) all of the vendors are employed by ComEd in neighboring communities and may be reluctant to lower their prices for Winnetka's relatively small trimming project.

Mr. Keys recommended selecting Asplundh Tree Expert Co. for the 2020 tree trimming, as the Village has received satisfactory service from Asplundh in the past. He said the project is critical to maintaining the Village's electric system reliability. The trimming is done in a way that causes the least amount of trauma to trees and is aesthetically more pleasing than the tree trimming work done in other communities.

The Council discussed the project and the increased costs, and requested Mr. Keys to attempt developing a joint bid for services in 2021 with other area municipal electric utilities to achieve economies of scale.

Trustee Dearborn, seconded by Trustee Apatoff, moved to adopt Resolution No. R-39-2020. By roll call vote, the motion carried. Ayes: Trustees Apatoff, Coladarci, Cripe, Dearborn, Lanphier, and Swierk. Nays: None. Absent: None.
- 10) Old Business. None.

11) New Business.

- a) Motion to Extend Village President's Declaration of Emergency. Attorney Friedman explained that the Village President's emergency declaration is set to expire at the end of this Council meeting unless the Council acts to extend it. This would be the third extension of the declaration of emergency.

Trustee Cripe, seconded by Trustee Lanphier, moved to extend the duration of the declaration of civil emergency originally executed by the Village President on March 17 until a date that is seven days from the date of this motion or until the adjournment of the next regular, special, or emergency meeting of the Council, whichever occurs later. By roll call vote, the motion carried. Ayes: Trustees Apatoff, Coladarci, Cripe, Dearborn, Lanphier, and Swierk. Nays: None. Absent: None.

12) Appointments. None.

13) Closed Session. None.

- 14) Adjournment. Trustee Dearborn, seconded by Trustee Swierk, moved to adjourn the meeting. By voice vote, the motion carried. The meeting adjourned at 7:50 PM.

Recording Secretary



Agenda Item Executive Summary

Title: Approval of Warrant List Dated May 15 - 28, 2020

Presenter: Robert M. Bahan, Village Manager

Agenda Date: 06/02/2020

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:

None.

Executive Summary:

The Warrant List dated May 15-28, 2020 was emailed to each Village Council member.

Recommendation:

Consider approving the Warrant List dated May 15-28, 2020.

Attachments:

None.



Agenda Item Executive Summary

Title: Ordinance No. M-8-2020: 425 Birch Street - Variations (Introduction & Adoption)

Presenter: David Schoon, Community Development Director

Agenda Date: 06/02/20

Consent: YES NO

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

Item History:

None.

Executive Summary:

On June 2, the Village Council is scheduled to consider Ordinance No. M-8-2020, approving a zoning variation application submitted Collin Nailor (the "Applicant") as the owner of the property at 425 Birch Street (the "Subject Property"). The Applicant requests approval of the following zoning variations to allow construction of a two-story addition and the installation of an egress window well:

1. Gross Floor Area of 2,914.83 square feet, whereas a maximum of 2,529.56 square feet is permitted, a variation of 385.27 square feet (15.23%) [Note: The site currently contains 2,810.99 square feet of GFA. The proposed addition would add 103.84 square feet of GFA];
2. Roofed Lot Coverage of 1,955.29 square feet, whereas a maximum of 1,707.45 square feet is permitted, a variation of 247.84 square feet (14.51%) [Note: The site currently contains 1,903.37 square feet of RLC. The proposed addition would add 51.92 square feet of RLC];
3. Front Yard Lot Coverage of 1,559.11 square feet, whereas a maximum of 1,116 square feet is permitted, a variation of 443.11 square feet (39.7%) [Note: The site currently contains 1,519.5 square feet of FYLC. The proposed addition would add 39.61 square feet of FYLC];
4. Front Yard Setback of 25.34 feet, whereas a minimum of 30 feet is required, a variation of 4.66 feet (15.53%) [Note: The residence currently provides a front yard setback of 21.5 feet];
5. Total side yard setback of 28.54 feet, whereas a minimum of 36.48 feet is required, a variation of 7.94 feet (21.76%) [Note: The residence currently provides a total side yard setback of 28.57 feet]; and
6. Rear Yard Setback of 1.3 feet, whereas a minimum of 10 feet is required, a variation of 8.7 feet (87%) [Note: The residence currently provides a rear yard setback of 4.3 feet].

Executive Summary (continued):

ADVISORY BOARD REVIEW

The Zoning Board of Appeals (ZBA) considered the request on May 11, 2020, with five Board members present. After hearing from the Applicant, his architect, and no members of the public, three members stated they could support the request because it would assist with the reuse of a property in poor condition that has been vacant for some time without negatively impacting the neighboring properties. Another Board member expressed concern that a small lot called for a small home, and the last member found that the request did not meet the standards for granting variations. These two members were not in favor of recommending approval. Given the ZBA needs a concurring vote of four members to recommend any variation to the Council, one of the members who originally indicated that they could not support the request stated they would support the request to move the application forward through the process. Ultimately, the ZBA voted 4-1 to recommend approval of the request. Minutes of the May ZBA meeting are included as Attachment 3.

Details of the request can be found in the attached staff report to the ZBA from the May 11 ZBA meeting. If you would like additional details, please reference this report, which is included as Attachment 2.

Recommendation:

Consider waiving introduction and adopting Ordinance No. M-8-2020 OR consider only introduction.

The Ordinance would grant variations for the construction of an addition and installation of an egress window well within the R-5 Single Family Residential Zoning District.

Attachments:

Attachment 1: Ordinance No. M-8-2020

Attachment 2: May 4, 2020 ZBA Staff Report and Attachments

Attachment 3: Excerpt of draft May 11, 2020 ZBA meeting minutes

ATTACHMENT 1

ORDINANCE NO. M-8-2020

**AN ORDINANCE GRANTING VARIATIONS
FROM THE WINNETKA ZONING ORDINANCE
FOR THE CONSTRUCTION OF AN ADDITION
WITHIN THE R-5 SINGLE FAMILY RESIDENTIAL DISTRICT
(425 Birch Street)**

WHEREAS, Collin Nailor ("*Applicant*") is the record title owner of the parcel of real property commonly known as 425 Birch Street in Winnetka, Illinois, and legally described in **Exhibit A** attached to and, by this reference, made a part of this Ordinance ("*Subject Property*"); and

WHEREAS, the Subject Property is located within the R-5 Single Family Residential District of the Village ("*R-5 District*") measuring approximately 0.14 acres in size and improved with a two story, single-family residence ("*Existing Building*"); and

WHEREAS, the Existing Building is a nonconforming structure related to minimum lot area and minimum lot depth; and

WHEREAS, the Applicant desires to improve the Subject Property by demolishing a portion of the Existing Building, installing a window well on the eastern elevation of the Subject Property, and building a two-story addition that would extend the southernmost portion of the Existing Building to the west by an additional six feet (collectively, "*Proposed Improvements*"); and

WHEREAS, pursuant to Section 17.64.060.E of the Winnetka Zoning Ordinance ("*Zoning Ordinance*"), no lawful nonconforming building that is demolished shall be repaired or restored to its condition immediately prior to the occurrence of the destruction if the cost of such restoration would exceed 50 percent of the cost of construction of such building unless such building shall be made to conform to all of the regulations of the district in which it is located; and

WHEREAS, pursuant to Section 17.30.040 of the Zoning Ordinance, the Subject Property may not have a gross floor area in excess of 2,529.56 square feet; and

WHEREAS, pursuant to Section 17.30.030 of the Zoning Ordinance, the Subject Property may not have a roofed lot coverage in excess of 1,707.45 square feet; and

WHEREAS, pursuant to Section 17.30.030 of the Zoning Ordinance, the Subject Property may not have a front yard lot coverage area in excess of 1,116 square feet; and

WHEREAS, pursuant to Section 17.30.050 of the Zoning Ordinance, the Subject Property must have a minimum front yard setback of 30 feet; and

WHEREAS, pursuant to Section 17.30.060 of the Zoning Ordinance, the Subject Property must have a minimum total side yard setback of 36.48 feet; and

WHEREAS, pursuant to Section 17.30.070 of the Zoning Ordinance, the Subject Property must have a minimum rear yard setback of 10 feet; and

WHEREAS, to permit the construction of the Proposed Improvements, the Applicant filed an application for variations from: (i) Section 17.30.040 of the Zoning Ordinance to permit a gross floor area of approximately 2,914.83 square feet; (ii) Section 17.30.030 of the Zoning Ordinance to permit a roofed lot coverage of approximately 1,955.29 square feet; (iii) Section 17.30.030 of the Zoning Ordinance to permit a front yard lot coverage of approximately 1,559.11; (iv) Section 17.30.050 of the Zoning Ordinance to allow a front yard setback of approximately 25.34 feet; (v) Section 17.30.060 of the Zoning Ordinance to allow a total side yard setback of approximately 28.54 feet; and (vi) Section 17.30.070 of the Zoning Ordinance to allow a rear yard setback of approximately 1.3 feet (collectively, “*Variations*”); and

WHEREAS, on May 11, 2020, after due notice thereof, the Zoning Board of Appeals (“*ZBA*”) conducted a public hearing on the Variations and, by a vote of four members in favor and one opposed, recommended that the Council of the Village of Winnetka (“*Village Council*”) approve the Variations; 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 provision or regulation of the Zoning Ordinance from which the Variations have been sought; and

WHEREAS, the Village Council has determined that approval of the Variations for 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 VARIATIONS. Subject to, and contingent upon, the terms, conditions, restrictions, and provisions set forth in Section 3 of this Ordinance, the Variations from Sections 17.30.030, 17.30.040, 17.30.050, 17.30.060, and 17.30.070 of the Zoning Ordinance to permit the construction of the Proposed Improvement on the Subject Property are hereby granted, in accordance with and pursuant to Chapter 17.60 of the Zoning Ordinance and the home rule powers of the Village.

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

- A. Commencement of Construction. The Applicant must commence the construction of the Proposed 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. 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 Improvement on 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: (i) the Proposed Sun Porch Reconstruction and Expansion Plans, prepared by Mark VanKerkhoff, consisting of two sheets, prepared on April 11, 2020; and (ii) the Phase I Foundation Only Repairs Plan, prepared by Mark VanKerkhoff, consisting of one page, prepared on March 7, 2020, with a latest revision date of March 11, 2020, copies of which are attached to, and by this reference, made part of this Ordinance as **Exhibit B (“Plans”)**.

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

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

and use of the Subject Property will be governed solely by the regulations of the applicable zoning district and the applicable provisions of the Zoning Ordinance, as the same may, from time to time, be amended. Further, in the event of such revocation, the Village Manager and Village Attorney are hereby authorized and directed to bring such zoning enforcement action as may be appropriate under the circumstances.

SECTION 6: AMENDMENTS. Any amendment to this Ordinance may be granted only pursuant to the procedures, and subject to the standards and limitations, provided in the Zoning Ordinance for amending or granting Variations.

SECTION 7: SEVERABILITY. If any provision of this Ordinance or part thereof is held invalid by a court of competent jurisdiction, the remaining provisions of this Ordinance shall remain in full force and effect, and shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Ordinance to the greatest extent permitted by applicable law.

SECTION 8: EFFECTIVE DATE.

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

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

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

[SIGNATURE PAGE FOLLOWS]

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

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this ____ day of _____, 2020.

Signed:

Village President

Countersigned:

Village Clerk

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

Introduced: _____, 2020

Passed and Approved: _____, 2020

EXHIBIT A

LEGAL DESCRIPTION OF SUBJECT PROPERTY

THE SOUTH 62 FEET OF THE WEST 50 FEET OF THE NORTH 1/2 OF BLOCK 53 AND THE NORTH 62 FEET OF THE WEST 52 FEET OF THE SOUTH 1/2 OF BLOCK 53 IN WINNETKA, BEING A SUBDIVISION BY CHARLES A. PECK OF THE NORTHEAST 1/4 OF SECTION 20 AND THE NORTH FRACTIONAL 1/2 OF FRACTIONAL SECTION 21, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as 425 Birch Street, Winnetka, Illinois.

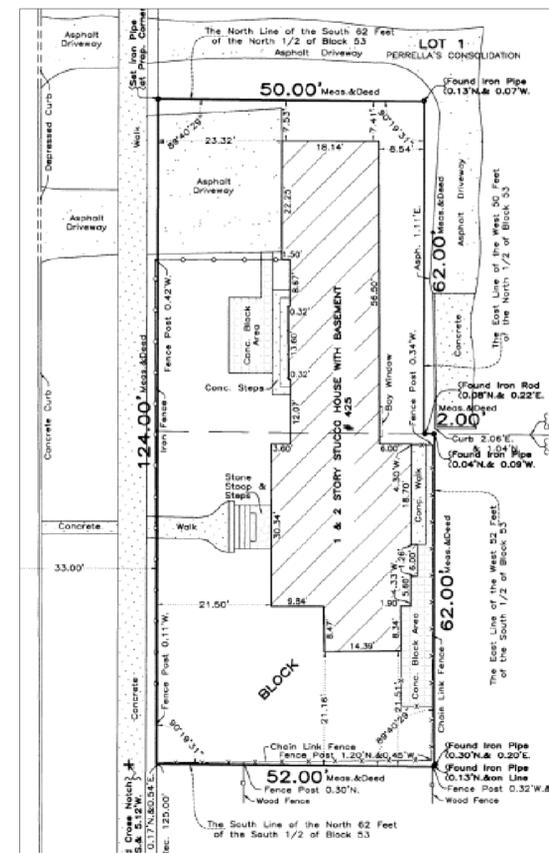
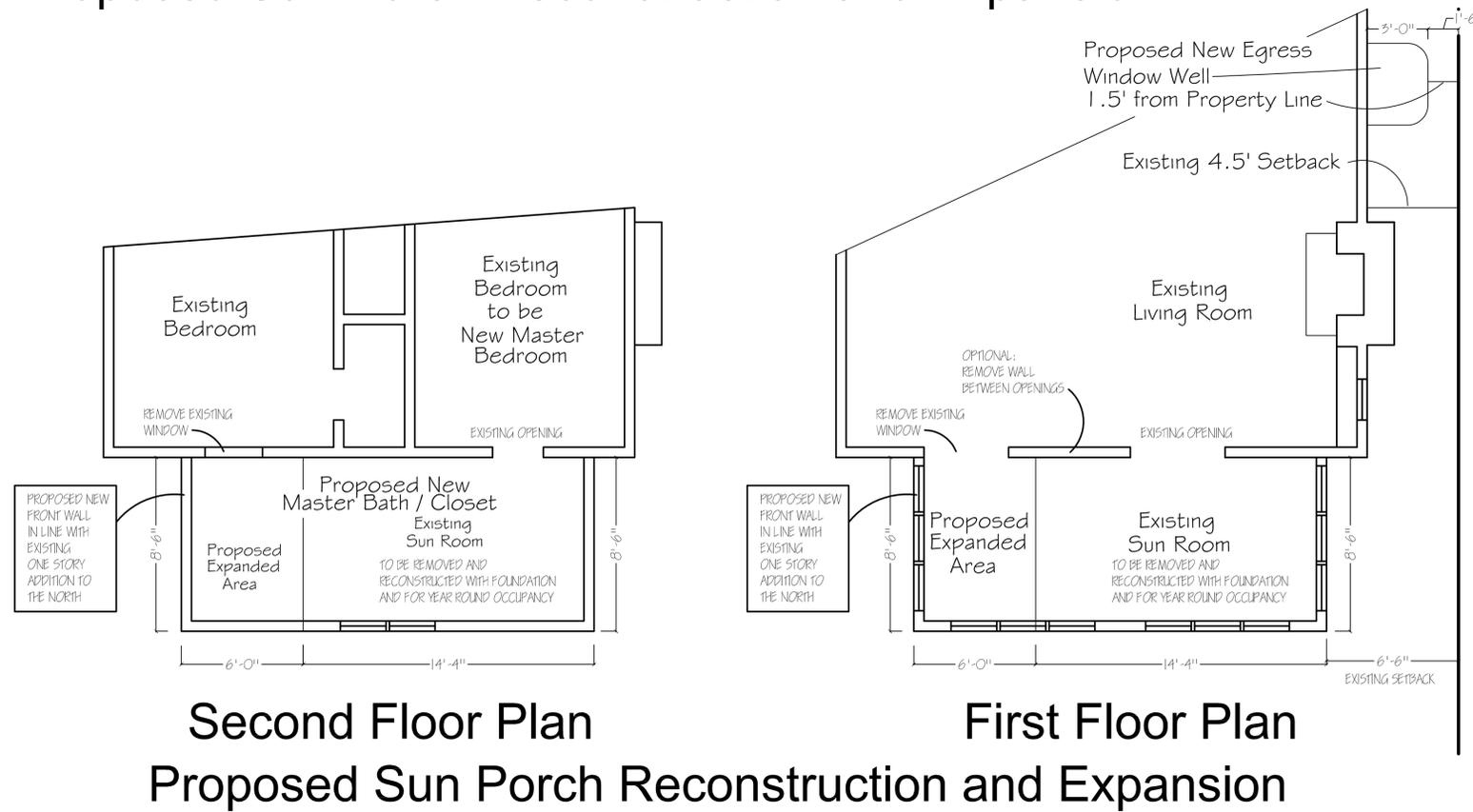
EXHIBIT B

PLANS

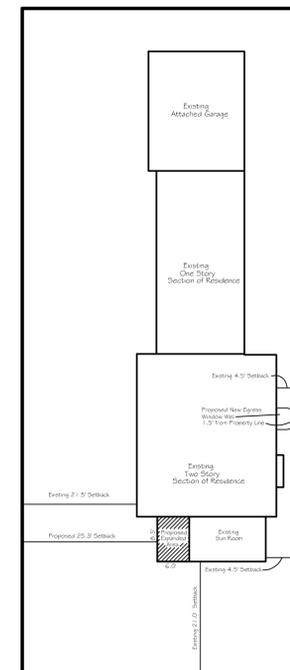
(SEE ATTACHED EXHIBIT B)



Proposed Sun Porch Reconstruction and Expansion



Existing Site Plan



Proposed Site Plan



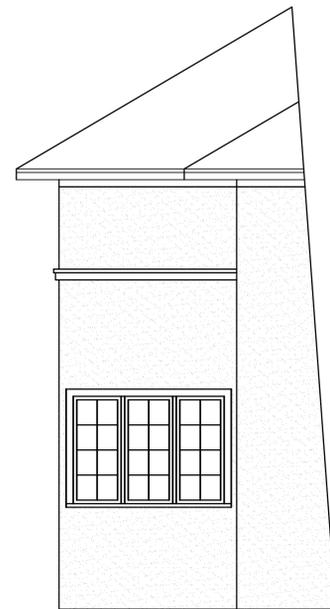
Mark D. VanKershoff

4/11/2020

Proposed Sun Porch Reconstruction and Expansion

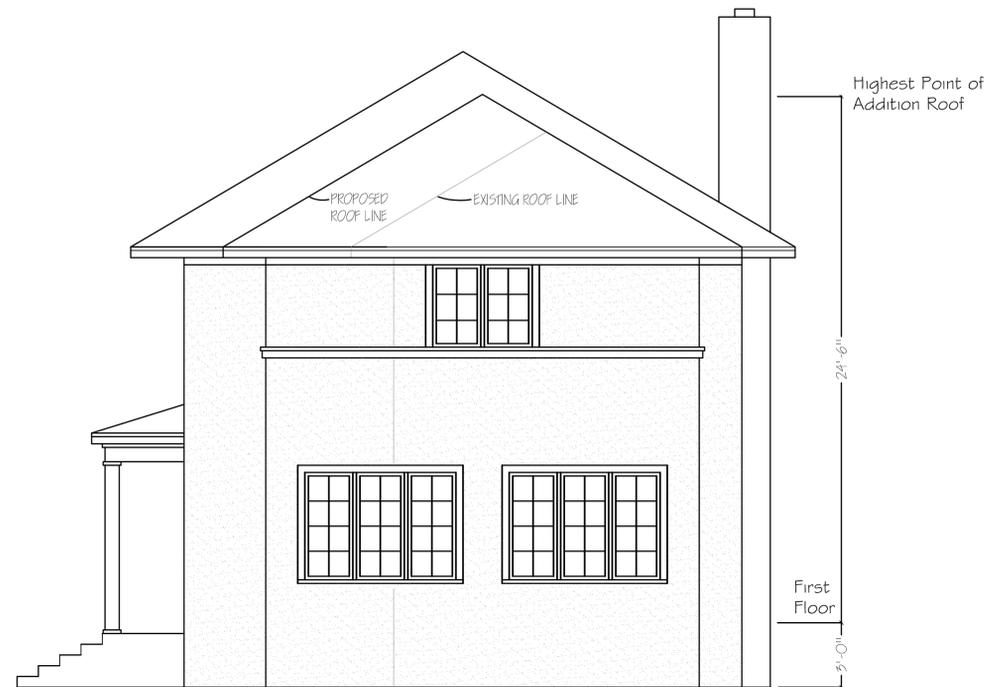
425 Birch Street Winnetka, Illinois

1/16" = 1'-0"



Existing Sun Room
TO BE REMOVED AND
RECONSTRUCTED WITH FOUNDATION
AND FOR YEAR ROUND OCCUPANCY

Sun Porch East Elevation
(facing side of neighbor's detached garage)



PROPOSED NEW
FRONT WALL
IN LINE WITH
EXISTING
ONE STORY
ADDITION TO
THE NORTH

Proposed
Expanded
Area

Existing
Sun Room
TO BE REMOVED AND
RECONSTRUCTED WITH FOUNDATION
AND FOR YEAR ROUND OCCUPANCY

Sun Porch South Elevation
(facing side yard and side of neighbor's detached garage)



PROPOSED NEW
FRONT WALL
IN LINE WITH
EXISTING
ONE STORY
ADDITION TO
THE NORTH

Existing
Sun Room
Width

TO BE REMOVED AND
RECONSTRUCTED WITH FOUNDATION
AND FOR YEAR ROUND OCCUPANCY

West Elevation
(facing Birch Street)



Mark D. VanKerskhoff

Proposed Sun Porch Reconstruction and Expansion
425 Birch Street Winnetka, Illinois

1/16" = 1'-0"

EXHIBIT C

UNCONDITIONAL AGREEMENT AND CONSENT

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

WHEREAS, Collin Nailor ("*Applicant*") is the record title owner of the parcel of real property commonly known as 425 Birch Street in the Village ("*Subject Property*").

WHEREAS, the Subject Property is improved with a two story, single-family residence ("*Existing Building*"); and

WHEREAS, the Applicant desires to improve the Subject Property by demolishing a portion of the Existing Building, installing a window well on the eastern elevation of the Subject Property, and building a two-story addition that would extent the southernmost portion of the Existing Building to the west by an additional six feet (collectively, "*Proposed Improvements*"); and

WHEREAS, to permit the construction of the Proposed Improvements, the Applicant filed an application for variations from Sections 17.30.030, 17.30.040, 17.30.050, 17.30.060, and 17.30.070 of the Zoning Ordinance to permit the construction of the Proposed Improvement on the Subject Property (collectively, "*Variations*"); and

WHEREAS, Ordinance No. M-8-2020, adopted by the Village Council on _____, 2020 ("*Ordinance*"), grants the Variations; and

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

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

1. The Applicant hereby unconditionally agrees to accept, consent to, and abide by each and all of the terms, conditions, limitations, restrictions, and provisions of the Ordinance.
2. The Applicant acknowledges that public notices and hearings have been properly given and held with respect to the adoption of the Ordinance, has considered the possibility of the revocation provided for in the Ordinance, and agrees not to challenge any such revocation on the grounds of any procedural infirmity or a denial of any procedural right.
3. The Applicant acknowledges and agrees that the Village is not and will not be, in any way, liable for any damages or injuries that may be sustained as a result of the Village's grant of the Variations for the Subject Property or its adoption of the Ordinance, and that the Village's approvals do not, and will not, in any way, be deemed to insure the Applicant against damage or injury of any kind and at any time.

4. The Applicant hereby agrees to hold harmless and indemnify the Village, the Village's corporate authorities, and all Village elected and appointed officials, officers, employees, agents, representatives, and attorneys, from any and all claims that may, at any time, be asserted against any of such parties in connection with the Village's adoption of the Ordinance granting the Variations 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: _____, 2020

ATTEST: **COLLIN NAILOR**

By: _____



**MEMORANDUM
VILLAGE OF WINNETKA**

COMMUNITY DEVELOPMENT DEPARTMENT

TO: ZONING BOARD OF APPEALS
FROM: ANN KLAASSEN, SENIOR PLANNER
DATE: MAY 4, 2020
SUBJECT: CASE NO. 20-16-V2: 425 BIRCH STREET -VARIATIONS

INTRODUCTION

On May 11, 2020, the Zoning Board of Appeals will conduct a virtual public hearing, in accordance with social distancing requirements and Governor Pritzker’s Stay-at-Home Executive Order, on an application filed by Collin Nailor (the “Applicant”) as the owner of the property at 425 Birch Street (the “Subject Property”). The Applicant requests approval of the following zoning variations to allow installation of an egress window well and construction of an addition to the existing residence on the Subject Property, which is an existing legal non-conforming lot:

1. Gross Floor Area of 2,914.83 square feet, whereas a maximum of 2,529.56 square feet is permitted, a variation of 385.27 square feet (15.23%) [Section 17.30.040 – Maximum Building Size] [Note: The site currently contains 2,810.99 square feet of GFA. The proposed addition would add 103.84 square feet of GFA];
2. Roofed Lot Coverage of 1,955.29 square feet, whereas a maximum of 1,707.45 square feet is permitted, a variation of 247.84 square feet (14.51%) [Section 17.30.030 – Intensity of Use of Lot] [Note: The site currently contains 1,903.37 square feet of RLC. The proposed addition would add 51.92 square feet of RLC];
3. Front Yard Lot Coverage of 1,559.11 square feet, whereas a maximum of 1,116 square feet is permitted, a variation of 443.11 square feet (39.7%) [Section 17.30.030 – Intensity of Use of Lot] [Note: The site currently contains 1,519.5 square feet of FYLC. The proposed addition would add 39.61 square feet of FYLC];
4. Front Yard Setback of 25.34 feet, whereas a minimum of 30 feet is required, a variation of 4.66 feet (15.53%) [Section 17.30.050 – Front and Corner Yard Setbacks] [Note: The residence currently provides a front yard setback of 21.5 feet];
5. Total side yard setback of 28.54 feet, whereas a minimum of 36.48 feet is required, a variation of 7.94 feet (21.76%) [Section 17.30.060 – Side Yard Setback] [Note: The residence currently provides a total side yard setback of 28.57 feet]; and
6. Rear Yard Setback of 1.3 feet, whereas a minimum of 10 feet is required, a variation of 8.7 feet (87%) [Section 17.30.070 – Rear Yard Setback] [Note: The residence currently provides a rear yard setback of 4.3 feet].

A mailed notice was 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 April 23, 2020. As of

the date of this memo, staff has not received one 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 (i) a variation to reduce a rear yard setback for a principal building by more than 50% of the required setback, (ii) a variation to exceed the permitted intensity of use of lot by more than 20%, and (iii) a variation to allow a zoning lot with a pre-FAR building (constructed prior to 1989) to exceed the maximum permitted gross floor area by more than 10%.

PROPERTY DESCRIPTION

The Subject Property, which is approximately 0.14 acres in size, is located on the east side of Birch Street, between Ash Street and Cherry Street, and contains an existing two-story residence (see Figure 1). The property has been vacant for approximately five years. The property is zoned R-5 Single Family Residential, and it is surrounded by R-5 Single Family Residential (see Figure 2). The Comprehensive Plan designates the Subject Property as appropriate for single family residential development. The zoning of the property is consistent with the Comprehensive Plan.

The existing lot is a legal non-conforming lot in that it is only 6,323.9 square feet in lot area, while the minimum required lot area in the R-5 District is 8,400 square feet. In addition, the lot is only 52 feet deep, while the minimum lot depth requirement in the R-5 District is 120 feet. Taking into consideration the minimum required front and rear yard setbacks, the buildable depth is limited to 12 feet.

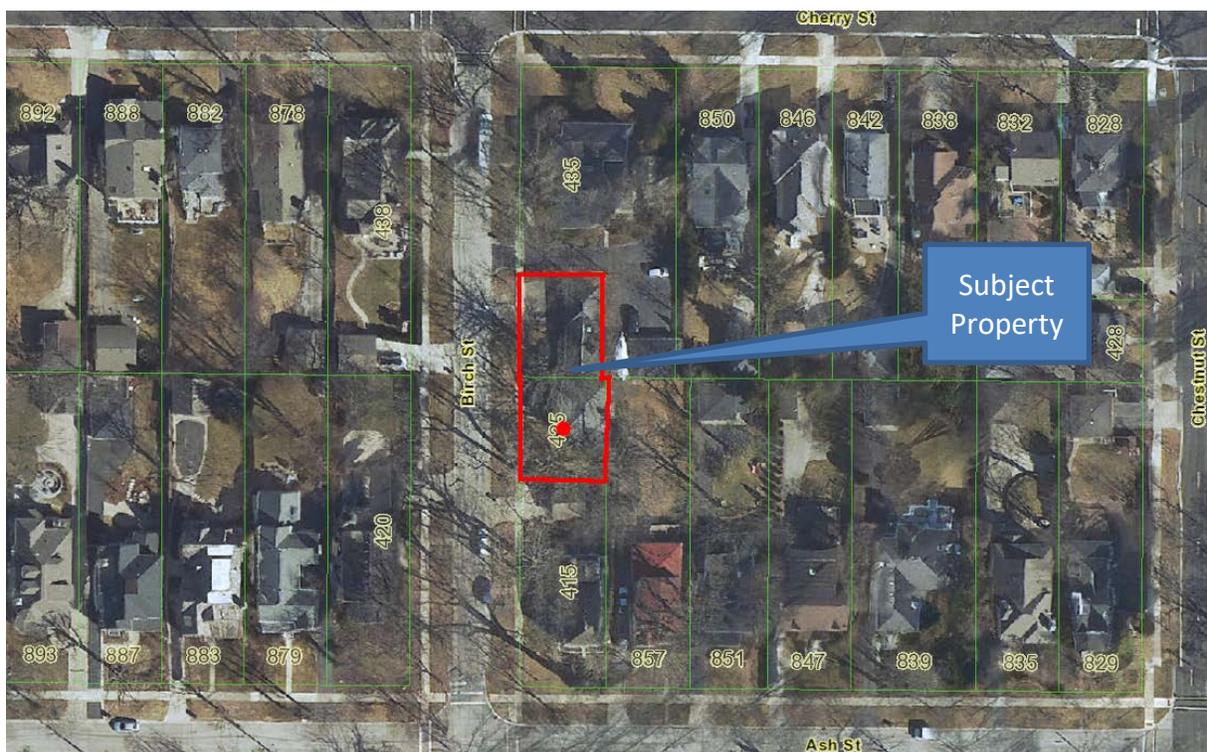


Figure 1 – Aerial Map

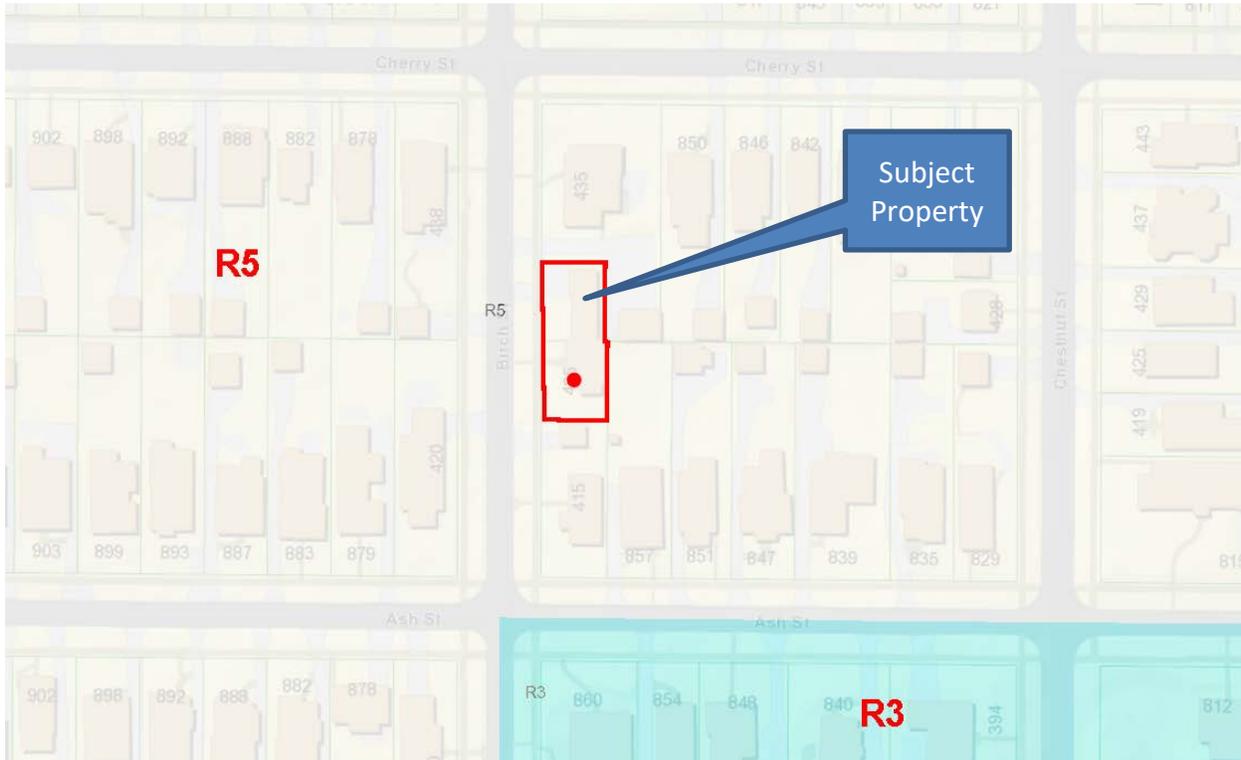


Figure 2 – Zoning Map

PROPERTY HISTORY AND PREVIOUS ZONING APPLICATIONS

The residence was constructed in 1915. Subsequent building permits were issued in 1986 to demolish a detached two-car garage and build an addition consisting of an attached garage and a family room, as well to remodel the kitchen. Additionally, permits to repair the foundation and the basement floor, as well as other minor permits, were issued in March 2020. The Applicant acquired the property in February 2020.

There are two previous zoning cases on file for the Subject Property:

1. In 1986, Case No. 1343 was approved by the ZBA, granting variations from (i) the permitted intensity of use of lot, (ii) the front yard setback requirement, and (iii) the rear yard setback requirement to allow a one-story addition. This is the addition described above for the family room and attached garage for which a building permit was issued in 1986; and
2. In 1999, Case No. 99-42-V2 was denied by the Village Council. The following variations were requested to allow a second floor addition above the family room between the residence and attached garage: (i) GFA; (ii) intensity of use of lot (roofed lot coverage); (iii) front yard setback; and (iv) rear yard setback.

Figures 3 and 4 on the following page contain photos of the site.



Location of
Proposed Work

Figure 3 – Subject Property (West Elevation)



Figure 4 – Subject Property

PROPOSED PLAN

The variations are being requested in order to rebuild the two-story element on the south side of the residence and expand its footprint an additional 52 square feet towards the front of the residence. The plan also includes the installation of an egress window well on the rear elevation of the residence. The existing two-story element to be replaced measures approximately 14.4 feet by 8.5 feet (121 square feet). The two-story element that would replace the existing element would maintain the 8.5 feet in width while extending an additional 6 feet to the west. The first floor space consists of a sun room and would continue to be used as an expanded sun room. The second floor sun porch would be converted into a master bath and closet. The proposed addition would add approximately 104 square feet of gross floor area (GFA).

An egress window well is also proposed on the east side of the residence. The window well would measure 36 inches by 36 inches and be constructed below grade. The existing exterior basement stairs would be removed to accommodate the window well.

Excerpts of the proposed site plan, west and south building elevations, and floor plans are provided below as Figures 5 through 9. The complete set of plans representing the existing conditions as well as the proposed addition is provided in Attachment C.

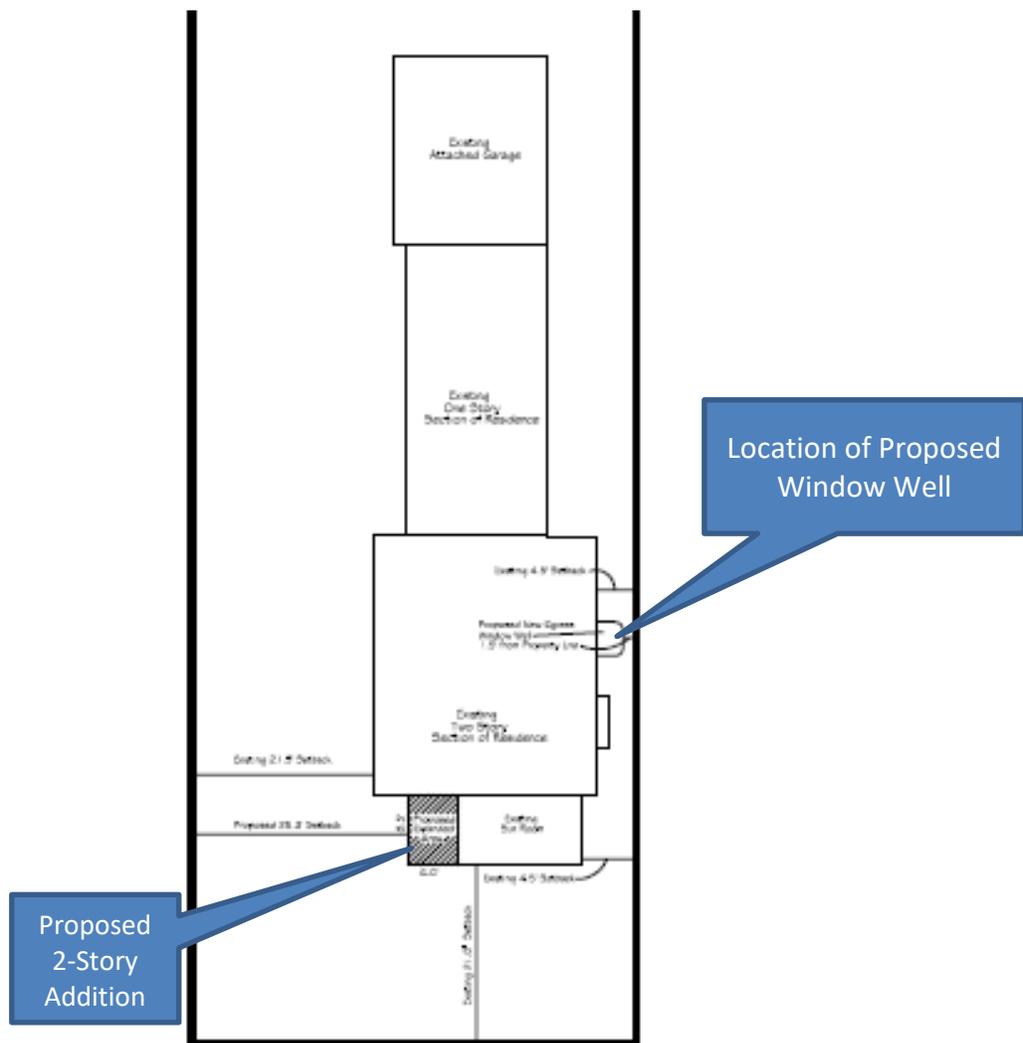


Figure 5 – Excerpt of Proposed Site Plan

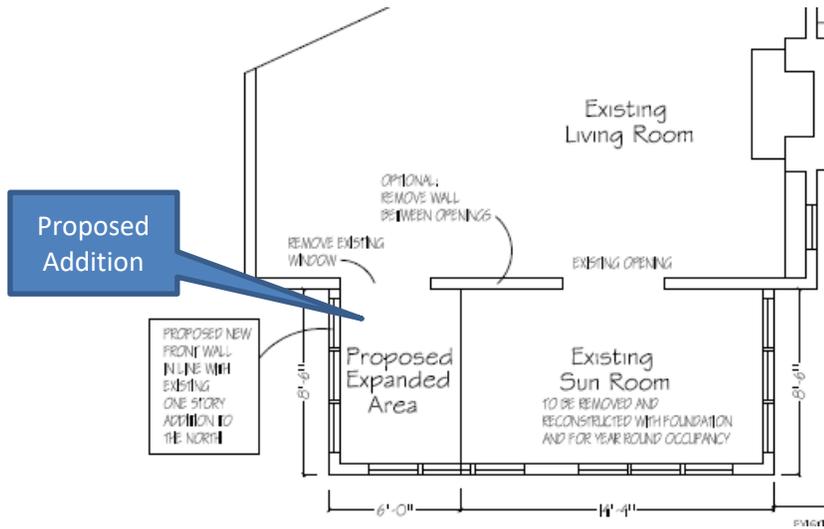


Figure 6 – Excerpt of Proposed First Floor Plan

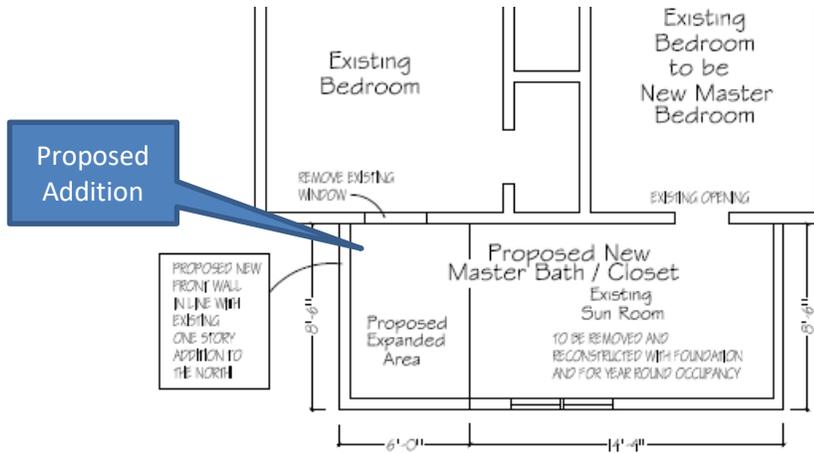


Figure 7 – Excerpt of Proposed Second Floor Plan

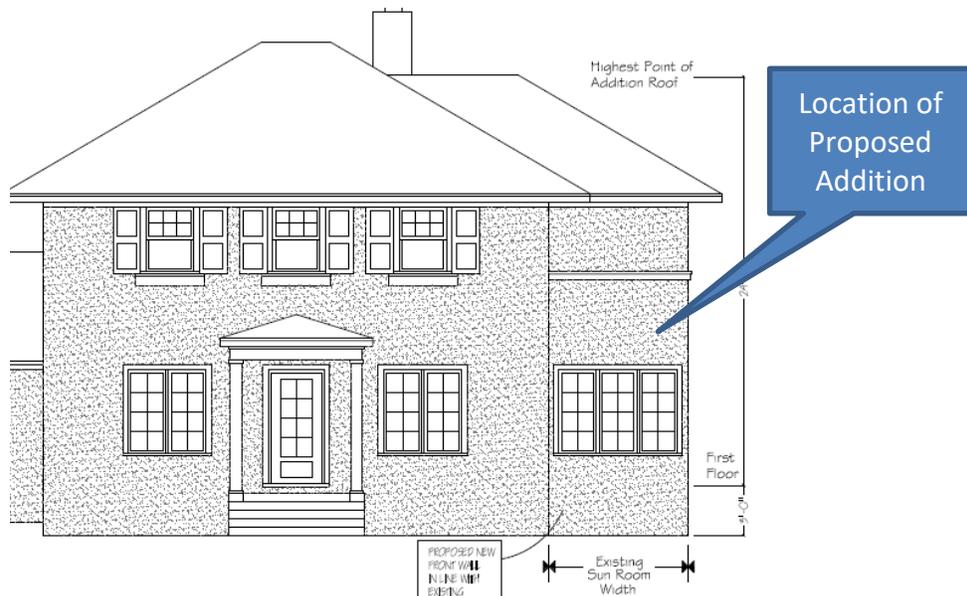


Figure 8 – Excerpt of Proposed West Elevation

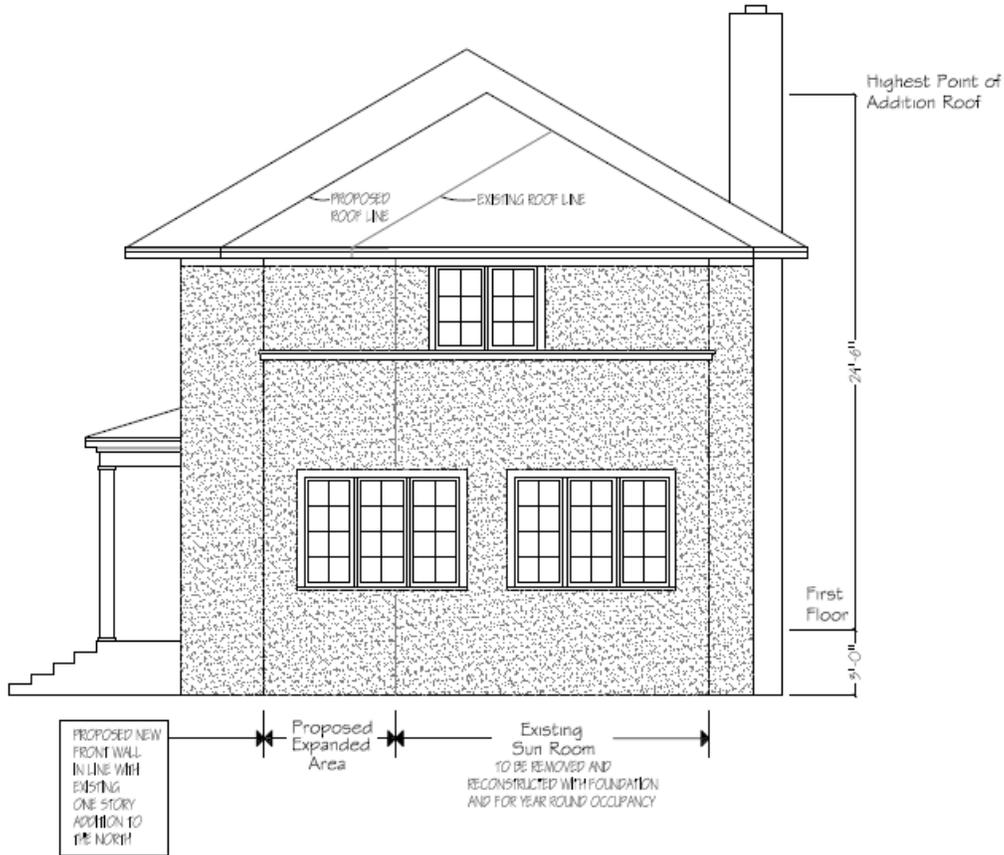


Figure 9 – Proposed South Building Elevation

Given the ZBA often receives questions regarding the stormwater regulations applicable to a specific request being considered by the ZBA, attached is a Stormwater Matrix (Attachment B). Based on the proposed plan, it appears additional stormwater detention would not be required. However, a final determination will be made by Village Engineering staff. Additionally, Figure 10 below represents the Subject Property's proximity to the floodplain. The grey represents the 100-flood area and the purple represents the 500-year flood area.



Figure 10 – 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). Six variations are being requested: (1) maximum building size (GFA); (2) roofed lot coverage; (3) front yard lot coverage; (4) front yard setback; (5) minimum total side yard setback; and (6) rear yard setback.

Gross Floor Area. The site currently consists of approximately 2,811 square feet of GFA, exceeding the maximum permitted GFA by approximately 281 square feet. The net increase in GFA with the proposed addition is approximately 104 square feet; bringing the total GFA to 2,914.83 square feet, whereas a maximum of 2,529.56 square feet is permitted.

Roofed Lot Coverage. The site currently consists of approximately 1,903 square feet of roofed lot coverage (RLC), exceeding the maximum permitted RLC by approximately 196 square feet. The net increase in RLC with the proposed addition is approximately 52 square feet; bringing the total RLC to 1,955.29 square feet, whereas a maximum of 1,707.45 square feet is permitted.

Front Yard Lot Coverage. The existing improvements within the 30-foot front yard consist of 1,519.5 square feet of front yard lot coverage (FYLC). In this particular case, the FYLC consists of not only the driveway, front stoop and walk, and patio area outside of the family room, but due to the narrow lot depth the existing residence encroaches the minimum required 30-foot front yard setback, approximately 588 square feet of the residence contributes to the FYLC. A portion of the proposed addition would encroach the 30-foot front yard, adding approximately 40 square feet of FYLC; bringing the total FYLC to 1,559.11 square feet, whereas a maximum of 1,116 square feet is permitted.

Front Yard Setback. The residence is legally nonconforming with respect to the front yard setback as the residence currently provides a front yard setback of 21.5 feet, encroaching the minimum required setback of 30 feet by 8.5 feet (28.33%). Given the existing legal nonconformity, it is important to note the lot is 52 feet in depth. The proposed addition would provide a setback of 25.34 feet.

Total Side Yard Setback. The existing residence is also legally nonconforming with respect to the required minimum total side yard setback of 36.48 feet as the residence currently provides a total side yard setback of 28.57 feet; encroaching the required total side yard setback by 7.91 feet (21.68%). The existing improvements with the proposed addition would provide a total side setback of 28.54 feet.

Rear Yard Setback. Lastly, the residence is also legally nonconforming with respect to the rear yard setback as the residence currently provides a rear yard setback of 4.3 feet from the east property line, encroaching the minimum required setback of 10 feet by 5.7 feet (57%). The proposed egress window would provide a setback of 1.3 feet. The two-story element that would be rebuilt currently provides a setback of 6.23 feet. Similar to the legal nonconforming front yard setback, it is relevant to note the lot depth is 52 feet, leaving a buildable lot depth of 12 feet.

REQUESTED ZONING CONSIDERATION

The Applicants are requesting approval of the following zoning variations to allow installation of an egress window well and construction of an addition to the existing residence on the Subject Property:

1. Gross Floor Area of 2,914.83 square feet, whereas a maximum of 2,529.56 square feet is permitted, a variation of 385.27 square feet (15.23%) [Section 17.30.040 – Maximum Building Size] [Note: The site currently contains 2,810.99 square feet of GFA. The proposed addition would add 103.84 square feet of GFA];

2. Roofed Lot Coverage of 1,955.29 square feet, whereas a maximum of 1,707.45 square feet is permitted, a variation of 247.84 square feet (14.51%) [Section 17.30.030 – Intensity of Use of Lot] [Note: The site currently contains 1,903.37 square feet of RLC. The proposed addition would add 51.92 square feet of RLC];
3. Front Yard Lot Coverage of 1,559.11 square feet, whereas a maximum of 1,116 square feet is permitted, a variation of 443.11 square feet (39.7%) [Section 17.30.030 – Intensity of Use of Lot] [Note: The site currently contains 1,519.5 square feet of FYLC. The proposed addition would add 39.61 square feet of FYLC];
4. Front Yard Setback of 25.34 feet, whereas a minimum of 30 feet is required, a variation of 4.66 feet (15.53%) [Section 17.30.050 – Front and Corner Yard Setbacks] [Note: The residence currently provides a front yard setback of 21.5 feet];
5. Total side yard setback of 28.54 feet, whereas a minimum of 36.48 feet is required, a variation of 7.94 feet (21.76%) [Section 17.30.060 – Side Yard Setback] [Note: The residence currently provides a total side yard setback of 28.57 feet]; and
6. Rear Yard Setback of 1.3 feet, whereas a minimum of 10 feet is required, a variation of 8.7 feet (87%) [Section 17.30.070 – Rear Yard Setback] [Note: The residence currently provides a rear yard setback of 4.3 feet].

FINDINGS

Does the ZBA find that the requested variations meet the standards for granting such 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 following variations granting:

1. Gross Floor Area of 2,914.83 square feet, whereas a maximum of 2,529.56 square feet is permitted, a variation of 385.27 square feet (15.23%) [Section 17.30.040 – Maximum Building Size];
2. Roofed Lot Coverage of 1,955.29 square feet, whereas a maximum of 1,707.45 square feet is permitted, a variation of 247.84 square feet (14.51%) [Section 17.30.030 – Intensity of Use of Lot];
3. Front Yard Lot Coverage of 1,559.11 square feet, whereas a maximum of 1,116 square feet is permitted, a variation of 443.11 square feet (39.7%) [Section 17.30.030 – Intensity of Use of Lot];
4. Front Yard Setback of 25.34 feet, whereas a minimum of 30 feet is required, a variation of 4.66 feet (15.53%) [Section 17.30.050 – Front and Corner Yard Setbacks];
5. Total side yard setback of 28.54 feet, whereas a minimum of 36.48 feet is required, a variation of 7.94 feet (21.76%) [Section 17.30.060 – Side Yard Setback]; and
6. Rear Yard Setback of 1.3 feet, whereas a minimum of 10 feet is required, a variation of 8.7 feet (87%) [Section 17.30.070 – Rear Yard Setback].

The Zoning Board of Appeals finds, based on evidence in the record or a public document, that the variations requested 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 **has been met [has not been met]** in connection with this variation application **[subject to the following conditions...]**

The eight standards to consider when granting a variation are as follows:

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.

ATTACHMENTS

Attachment A: Zoning Matrix

Attachment B: Stormwater Matrix

Attachment C: Application Materials

ATTACHMENT A

ZONING MATRIX

ADDRESS: 425 Birch Street

CASE NO: 20-16-V2

ZONING: R-5

ITEM	MIN/MAX REQUIREMENT	EXISTING	PROPOSED	DIFFERENCE BETWEEN PROPOSED & EXISTING	ZONING CODE COMPLIANCE (2)
Min. Lot Size	8,400 SF	6,323.9 SF	N/A	N/A	EXISTING NONCONFORMING
Min. Average Lot Width	60 FT	121.61 FT	N/A	N/A	OK
Min. Lot Depth	120 FT	52 FT	N/A	N/A	EXISTING NONCONFORMING
Max. Roofed Lot Coverage	1,707.45 SF (1)	1,903.37 SF	1,955.29 SF	51.92 SF	247.84 SF (14.51%) VARIATION
Max. Gross Floor Area	2,529.56 SF (1)	2,810.99 SF	2,914.83 SF	103.84 SF	385.27 SF (15.23%) VARIATION
Max. Impermeable Lot Coverage	3,161.95 SF (1)	3,008.24 SF	3,060.16 SF	51.92 SF	OK
Max. Front Yard Lot Coverage	1,116 SF	1,519.5 SF	1,559.11 SF	39.61 SF	443.11 SF (39.7%) VARIATION
Min. Front Yard (Birch/West)	30 FT	21.5 FT	21.5 FT	0 FT	4.66 FT (15.53%) VARIATION (3)
Min. Side Yard	12 FT	7.41 FT	7.41 FT	0 FT	EXISTING NONCONFORMING
Min. Total Side Yards	36.48 FT	28.57 FT	28.54 FT	(0.03) FT	7.94 FT (21.76%) VARIATION
Min. Rear Yard (East)	10 FT	4.3 FT	1.3 FT (4)	(3) FT	8.7 FT (87%) VARIATION

NOTES:

(1) Based on lot area of 6,323.9 s.f.

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

(3) Proposed addition would provide a front yard setback of 25.34 ft., requiring a variation of 4.66 ft. (15.53%).

(4) Setback to proposed window well.

ATTACHMENT B

Stormwater Volume Requirements for Development Sites

In addition to meeting the following storm water volume detention requirements, development sites must meet all other Village storm water management requirements such as drainage and grading, storm water release rates, storage system design requirements, etc.

	Storm Water Detention Volume Requirements	Applicable Requirement
A. New Home Construction - Previously Developed Lot	The amount of additional required storm water detention volume is based upon the difference between maximum impermeable lot coverage, per Zoning Code, and existing lot coverage, using the run-off coefficient for a 100-year storm event for both.	
B. New Home Construction - Previously <u>Undeveloped</u> Site	The amount of required storm water detention volume is based upon the maximum impermeable lot coverage, using the run-off coefficient for 100-year storm event.	
C. Redevelopment of Site for Different Use (e.g. single family to multi-family, or commercial)	The amount of required storm water detention volume is based upon the maximum impermeable lot coverage, using the run-off coefficient for 100-year storm event.	
D. Improvements to Existing Home and/or Lot, causing an increase in impermeable lot coverage <u>greater or equal to 25%</u>.	The amount of additional required storm water detention volume is based upon the difference between the proposed and existing impermeable lot coverage, using the run-off coefficient for 100 year storm event. (Note: If the increase in impermeable lot coverage is less than 25%, additional storm water detention volume is <u>not</u> required.)	<i>Applies to 425 Birch Street</i> <i>Based upon preliminary review of information to date, it appears that 425 Birch Street <u>would not</u> have to provide additional storm water detention volume. However, a final determination will be made by Village Engineering staff.</i>



ATTACHMENT C

Village of Winnetka
ZONING VARIATION APPLICATION

VILLAGE OF WINNETKA, ILLINOIS
DEPARTMENT OF COMMUNITY DEVELOPMENT

ZONING VARIATION APPLICATION

Case No. 20-16-V2

Property Information

Site Address: 425 Birch Avenue

Owner Information

Name: COLLIN NAILOR

Primary Contact: SAME

Address: 425 BIRCH ST.

Phone No. [REDACTED]

City, State, ZIP: WINNETKA, IL 60093

Email: [REDACTED]

Date property acquired by owner: 3/4/12

Architect Information

Name: Mark D. VanKerkhoff, AIA

Attorney Information

Name: _____

Primary Contact: same

Primary Contact: _____

Address: 39W186 W Hilltop Dr.

Address: _____

City, State, ZIP: St. Charles, IL 60175

City, State, Zip: _____

Phone No. 630-675-9914

Phone No. _____

Email: markvankerkhoff@gmail.com

Email: _____

Nature of any restrictions on property: The Zoning Ordinance restricts the Roofed Lot Area and the Gross Floor Area.

The existing house exceeds both restrictions to a minimal degree. The two-story Sun Porch has an inadequate foundation and substandard construction.

Brief explanation of variation(s) requested (attach separate sheet providing additional details): See attached narrative.

The new owners are making a large investment and undertaking significant renovations to this foreclosed and vacant property. They propose to remove and reconstruct the substandard two-story Sun Porch and rebuild it 6 feet longer towards the front of the house. The variations requested are to slightly increase the allowed the Roofed Lot Area and the Gross Floor Area as well as a variation to the rear yard to allow a 3'x3' egress window and well.

Property Owner Signature: [REDACTED]

Date: 03/12/2020

March 10, 2020

Narrative for Application for Zoning Variations for 425 Birch Avenue

The new owners are making a large investment and undertaking significant renovations to this foreclosed and vacant property. The Zoning Ordinance restricts the Roofed Lot Area and the Gross Floor Area. The existing house exceeds both area restrictions in a minimal degree. The existing basement needs extensive foundation reconstruction. There is no egress window and the only available location for a code complaint egress window is to the rear yard.

The two-story Sun Porch should be removed and replaced due to inadequate foundation and substandard construction. They propose to remove and reconstruct the substandard two-story Sun Porch and rebuild it 6 feet longer towards the front of the house. The proposed new front of the reconstructed Sun Porch would be at the same setback as the existing one-story addition on the north side of the original home.

The existing second floor has only three bedrooms and one full bathroom. The slightly enlarged area of the reconstructed second floor of the Sun Porch will allow for a master bathroom to be added. As the Sun Porch had been previously converted to year-round use, the exterior appearance will remain the substantially the same (except for the sagging SW corner)

The variations requested are to slightly increase the allowed the Roofed Lot Area (+335 SF) and the Gross Floor Area (+380 SF) to allow reconstruction of the two-story Sun Porch and to extend the length by adding 6 feet towards the front of the house as well as a variation to the rear yard to allow a 3'x3' egress window and well.

The requested variances are reasonable for the following reasons:

- 1. The requests, if approved, will correct existing code deficiencies.**
The existing two-story Sun Porch was constructed on piers and not on a full foundation. The SW front corner of the Sun Porch has sunk, and the Sun Porch structure is sagging due to the inadequate foundation and undersized framing for the floors and roof. In addition, the Sun Porch had been converted to year-round use some time in the past, but does not have adequate insulation, heating, cooling electrical outlets or lighting. Reconstruction of the two-story Sun Porch will allow for it to be built on a code-compliant foundation, structural framing for walls, floors and the roof, and provide for code complaint insulation, HVAC, lighting and electrical systems. In addition, the existing basement needs extensive foundation reconstruction. There is no egress window and the only available location for a code complaint egress window is to the rear yard.

- 2. There is already an existing legal nonconformity of a minimal degree.**
The proposed improvement requires the formalizing of the nonconformity with only a minimal increase to the minor degree of nonconformity. The proposed improvement will enhance the utility and value of the property within the context of the established neighborhood by adding a master bathroom to the existing second floor, which currently has three modest sized bedrooms and only one full bath serving all three bedrooms.

STANDARDS FOR GRANTING OF ZONING VARIATIONS

- 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;**

Response: The existing house was foreclosed on and has been vacant for some time. The basement foundation and many other features require considerable renovation, repair and replacement. The existing Sun Porch was not constructed to be year-round space and is not code complaint as described in detail in the narrative. Simply removing the two-story Sun Porch would reduce the square foot area of this modest home as well as diminish the value. The area of the second floor of the Sun Porch is not large enough to add a master bathroom without the proposed additional 6 feet in length. As to the rear yard variation for the egress window, without an egress window the basement will not be able to be used for habitable space.

- 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;**

Response: The existing Sun Porch was not constructed to be year-round space and is not code complaint as described in detail in the narrative. In addition, there is already an existing legal nonconformity of a minimal degree in respect to the Roofed Lot Area and the Gross Floor Area. The existing basement requires extensive reconstruction and repairs.

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

Response: The proposed variations will allow for reconstruction of the existing two-story Sun Porch using the same basic shape and roof. Increasing the length by adding 6 feet towards the front of the house will still leave 4-foot setback from the front wall of the house. This is the same as the setback for the one-story wing to the north of the original house.

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

Response: There will be no change to the supply of light or air to adjacent properties.

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

Response: There will be no increase in hazard from fire or other damages. In fact, reconstruction of the non-code complaint Sun Porch will diminish the potential for damages from fire and/or structural failure.

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

Response: There will be no diminishment of taxable land value or buildings in the Village. The significant re-investment should increase the taxable value of this residence and positively impact the taxable value of land and buildings in the immediate vicinity.

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

Response: There will be no increase in congestion in the public street as the land use as a single-family home will not change.

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

Response: There will be no impairment as the land use as a single-family home will not change.

PROFESSIONALS ASSOCIATED SURVEY, INC.

PROFESSIONAL DESIGN FIRM NO. 184-003023

7100 N. TRIPP AVENUE
LINCOLNWOOD, ILLINOIS 60712
www.professionalsassociated.com

TEL: (847) 675-3000
FAX: (847) 675-2167
e-mail: pa@professionalsassociated.com

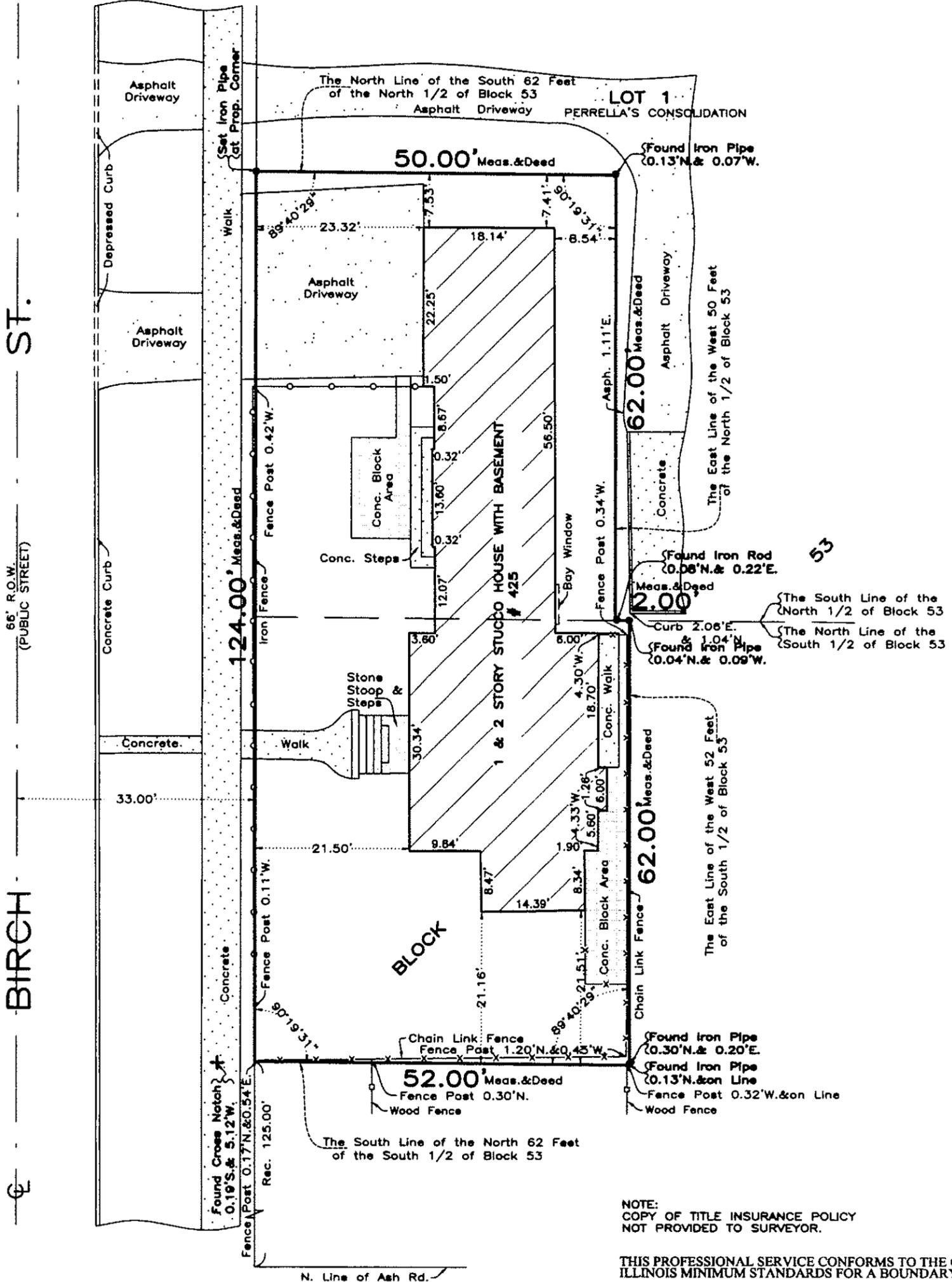
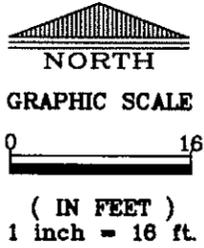
PLAT OF SURVEY

OF

THE SOUTH 62 FEET OF THE WEST 50 FEET OF THE NORTH 1/2 OF BLOCK 53 AND THE NORTH 62 FEET OF THE WEST 52 FEET OF THE SOUTH 1/2 OF BLOCK 53 IN WINNETKA, BEING A SUBDIVISION BY CHARLES A. PECK OF THE NORTHEAST 1/4 OF SECTION 20 AND THE NORTH FRACTIONAL 1/2 OF FRACTIONAL SECTION 21, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

LAND TOTAL AREA: 6,323.90 SQ.FT. = 0.1452 ACRE.

COMMONLY KNOWN AS: 425 BIRCH STREET, WINNETKA, ILLINOIS.



THE LEGAL DESCRIPTION SHOWN ON THE PLAT HEREON DRAWN IS A COPY OF THE ORDER, AND FOR ACCURACY SHOULD BE COMPARED WITH THE TITLE OR DEED. DIMENSIONS ARE NOT TO BE ASSUMED FROM SCALING. BUILDING LINES AND EASEMENTS ARE SHOWN ONLY WHERE THEY ARE SO RECORDED IN THE MAPS, OTHERWISE REFER TO YOUR DEED OR ABSTRACT.

Order No. 18-93720
Scale: 1 inch = 16 feet.
Date of Field Work: May 23, 2018.
Ordered by: BILL VOLPE



NOTE:
COPY OF TITLE INSURANCE POLICY
NOT PROVIDED TO SURVEYOR.

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

THIS SURVEY HAS BEEN ORDERED FOR SURFACE DIMENSIONS ONLY, NOT FOR ELEVATIONS. THIS IS NOT AN ALTA SURVEY.

COMPARE ALL POINTS BEFORE BUILDING BY SAME AND AT ONCE REPORT ANY DIFFERENCE.

State of Illinois
County of Cook s.s.

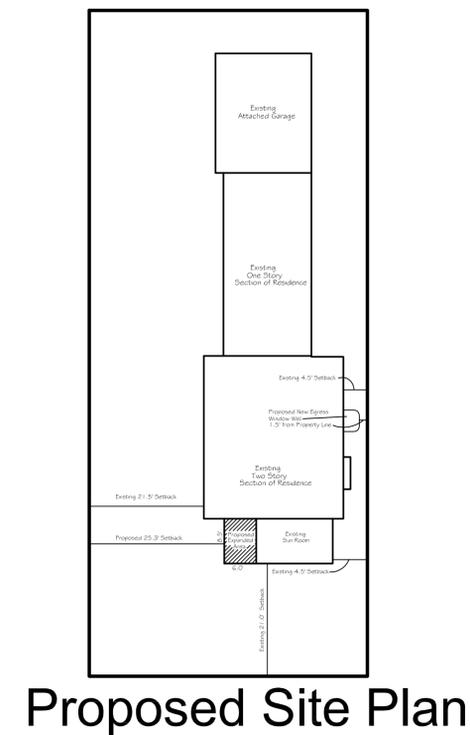
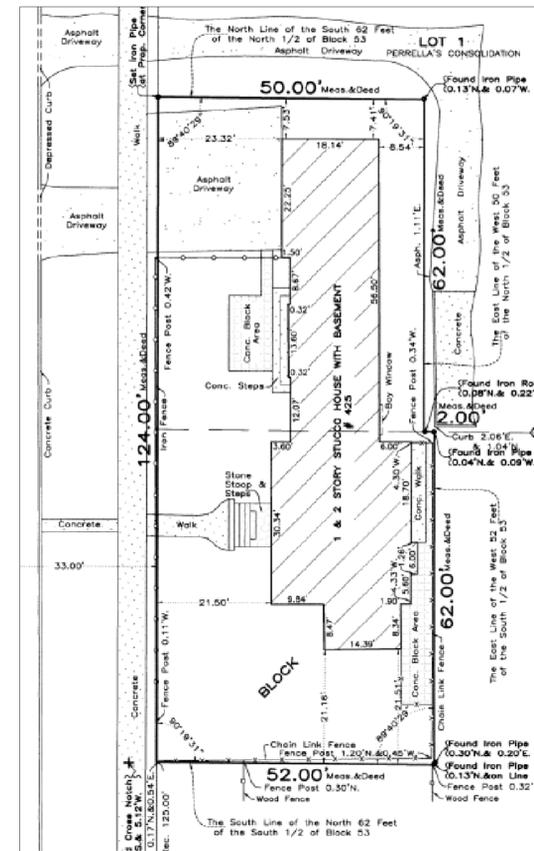
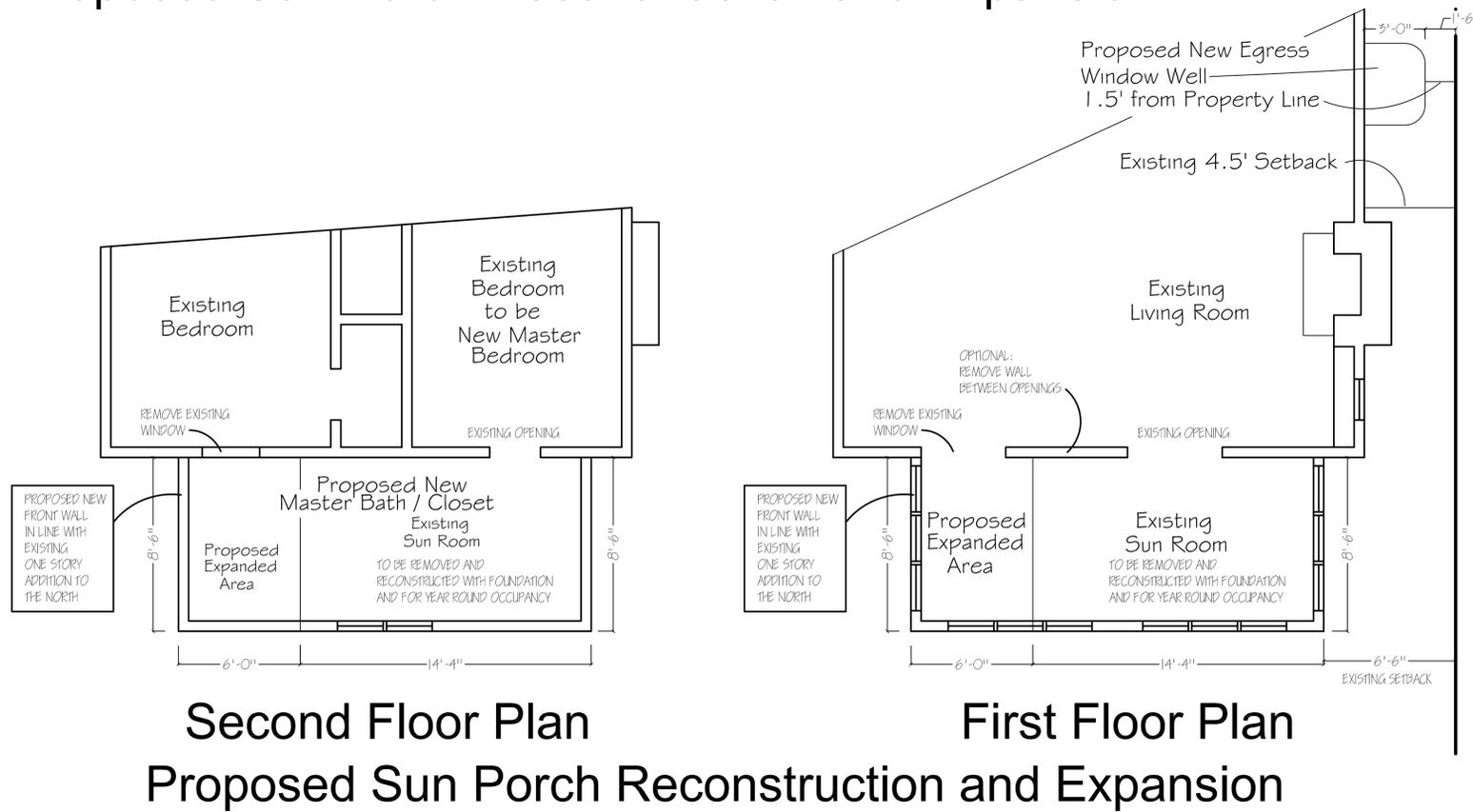
We, PROFESSIONALS ASSOCIATED SURVEY INC., do hereby certify that we have surveyed the above described property and that, to the best of our knowledge, the plat hereon drawn is an accurate representation of said survey.

Date: May 25, 2018
Hylton E. Donaldson

IL. PROF. LAND SURVEYOR - LICENSE EXP. DATE NOV. 30, 2018.
Drawn by: JR



Proposed Sun Porch Reconstruction and Expansion



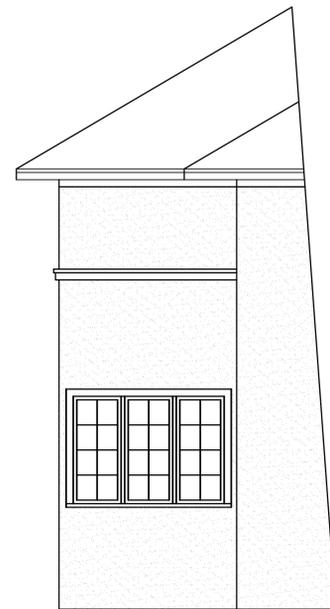
Mark D. VanKerkhoff

4/11/2020

Proposed Sun Porch Reconstruction and Expansion
 425 Birch Street Winnetka, Illinois

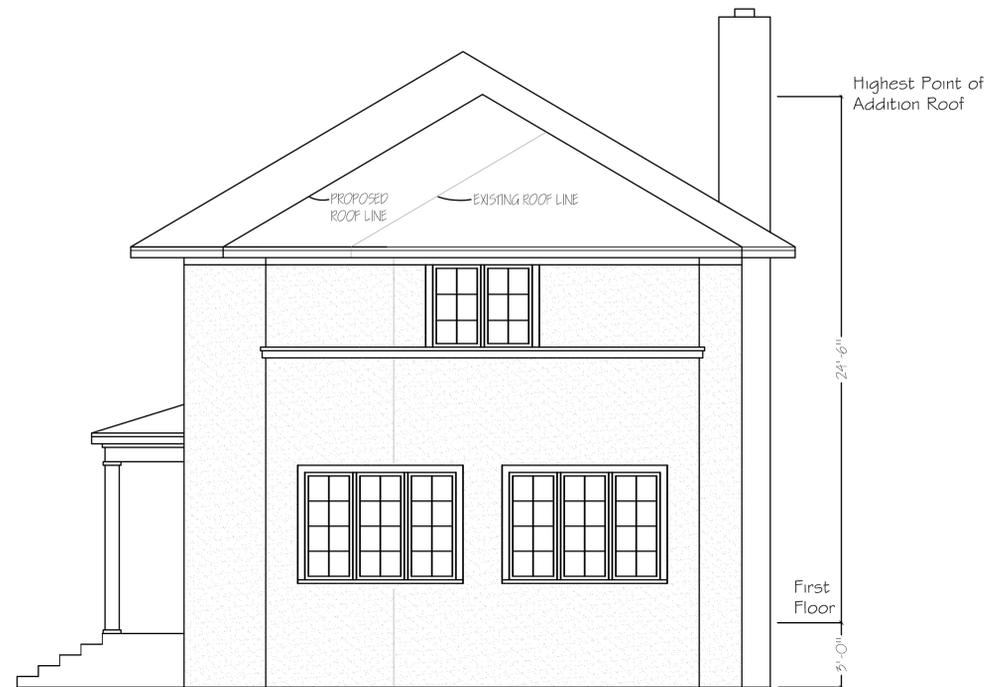
1/16" = 1'-0"

1



Existing Sun Room TO BE REMOVED AND RECONSTRUCTED WITH FOUNDATION AND FOR YEAR ROUND OCCUPANCY

Sun Porch East Elevation (facing side of neighbor's detached garage)



PROPOSED NEW FRONT WALL IN LINE WITH EXISTING ONE STORY ADDITION TO THE NORTH
Proposed Expanded Area
Existing Sun Room TO BE REMOVED AND RECONSTRUCTED WITH FOUNDATION AND FOR YEAR ROUND OCCUPANCY

Sun Porch South Elevation (facing side yard and side of neighbor's detached garage)



PROPOSED NEW FRONT WALL IN LINE WITH EXISTING ONE STORY ADDITION TO THE NORTH
Existing Sun Room Width TO BE REMOVED AND RECONSTRUCTED WITH FOUNDATION AND FOR YEAR ROUND OCCUPANCY

West Elevation (facing Birch Street)



Mark D. VanKerskhoff

Proposed Sun Porch Reconstruction and Expansion
425 Birch Street Winnetka, Illinois

1/16" = 1'-0"

ATTACHMENT 3

WINNETKA ZONING BOARD OF APPEALS EXCERPT OF MEETING MINUTES MAY 11, 2020

Zoning Board Members Present: Matt Bradley, Chairman
Sarah Balassa
Gene Greable
Lynn Hanley
Mike Nielsen

Zoning Board Members Absent: Wally Greenough
Kimberly Handler

Village Staff: David Schoon, Director of Community Development
Kristen Kazenas, Assistant Village Manager
Ann Klaassen, Senior Planner

Case No. 20-16-V2: 425 Birch Street: An application submitted by Collin Nailor seeking approval of zoning variations to allow installation of an egress window well and construction of a two-story addition to the existing residence at 425 Birch Street. The requested zoning variations would permit the residence (a) to exceed the maximum permitted building size; (b) to exceed the maximum permitted roofed lot coverage; (c) to exceed the maximum permitted front yard lot coverage; (d) to provide less than the minimum required front yard setback; (e) to provide less than the minimum required total side yard setback; (f) to provide less than the minimum required rear yard setback. The Village Council has final jurisdiction on this request.

Ms. Klaassen stated the GFA being requested is 2,914.83 square feet, whereas a maximum of 2,529.56 is permitted, a variation of 385.27 square feet (15.23%). She noted the site currently contained 2,810.99 square feet of GFA and the proposed addition would add approximately 104 square feet of GFA. Ms. Klaassen stated the second variation being requested is 1,955.29 square feet, whereas a maximum of 1,707.45 square feet is permitted, a variation of approximately 248 square feet (14.51%). She noted the site currently contained 1,903 square feet and the proposed addition would add approximately 52 square feet of RLC. Ms. Klaassen stated the third variation is for front lot coverage of 1,559 square feet whereas a maximum of 1,116 square feet is permitted, a variation of 443 square feet (approximately 39%). She noted the site currently contained 1,519 square feet of front lot coverage and the proposed addition would add approximately 40 square feet. Ms. Klaassen stated the fourth variation being requested is for the front yard setback of 25.34 feet whereas a minimum of 30 feet is required, a variation of 4.66 feet (15.5%). She noted the site currently provides a front yard setback of 21.5 feet. Ms. Klaassen stated the fifth variation for total side yard setback is being requested for 28.54 feet whereas a minimum of 36.48 feet is required, a variation of 7.94 feet (21.76%). She noted the site currently has a total side yard setback of 28.5 feet. Ms. Klaassen then stated a sixth variation is being requested for a rear yard setback of 1.3 feet whereas a minimum of 10 feet is required, a variation of 8.7 feet (87%). She noted the residence currently provided a nonconforming rear yard setback of 4.3 feet. Ms. Klaassen added the Village Council has final jurisdiction on the request.

Ms. Klaassen then stated the subject property is located on the east side of Birch Street between Ash Street and Cherry Street and contains an existing two story residence built in 1915. She stated the

1 property is zoned R-5 single family residential and is surrounded by the same R-5 zoning. Ms. Klaassen
2 stated the existing lot is a legal nonconforming lot and has approximately 6,323 square feet of lot area
3 with the minimum required lot area in the R-5 district being 8,400 square feet. She stated it is
4 interesting to note that taking into consideration the front and rear setbacks, the buildable depth is
5 limited to 12 feet.

6
7 Ms. Klaassen stated the variations are being requested to rebuild an existing element on the residence
8 circled in red on the illustration and expand its footprint an additional 52 street towards the front of the
9 residence. She stated the site plan illustrated the lot's depth of 52 feet and an average lot width of
10 approximately 122 feet and the proposed addition is identified in the red box on the illustration. Ms.
11 Klaassen also stated as identified on the floor plan, the two story element to be replaced measured 14.4
12 x 8.5 feet (121 square feet) and the replacement two story element would maintain the 8.5 feet width
13 and extend an additional 6 feet to the west. She noted the first floor space would continue to contain a
14 sunroom and the second floor sunroom would be converted to a master bath and closet with the total
15 addition adding 104 square feet of GFA.

16
17 Ms. Klaassen stated the request also includes the installation of an egress window at the rear elevation
18 of the home and the window well would measure 36 x 36 inches and would be constructed below grade.
19 She noted while window wells are only allowed to encroach a side yard, the proposed window well
20 would be located in the required rear yard. Ms. Klaassen identified the proposed addition in the
21 illustration shown on the front and west elevations and the side/south elevation. She stated to
22 summarize, the six variations being requested include RLC, front yard coverage, front yard setback,
23 minimum total side yard setback and rear yard setback. Ms. Klaassen referred to the zoning matrix
24 noting there are a number of existing nonconformities with the current residence exceeding the
25 permitted GFA by approximately 281 square feet and exceeding permitted RLC by 196 square feet. She
26 then stated in terms of the front yard lot coverage, the coverage consists of the driveway, stoop, front
27 walk and patio area and due to the narrow lot depth, the residence encroached the required 30 foot
28 front yard and therefore, approximately 588 square feet of the residence contributed to the front yard
29 lot coverage. Ms. Klaassen also stated a portion of the proposed addition would encroach the front yard
30 as part of the variations adding approximately 40 square feet to the nonconforming front yard lot
31 coverage.

32
33 Ms. Klaassen then stated the proposed addition would be set back at 25.34 feet and is not in compliance
34 with the 30 foot setback and the existing nonconforming total side yards for the residence would remain
35 unchanged with the proposed addition. She also stated the residence currently provided a rear yard
36 setback of 4.3 feet whereas a minimum of 10 feet is required. Ms. Klaassen noted the proposed egress
37 window would provide a setback of 1.3 feet and the existing two story element to be rebuilt currently
38 provided a rear yard setback of 6.23 feet.

39
40 Ms. Klaassen stated the Board is to consider whether or not the requested variations meet the
41 standards for granting such variations and following public comment and Board discussion, the Board
42 may make a recommendation to the Village Council regarding the requested relief. She noted a draft
43 motion is provided on page nos. 9-10 of the agenda packet. Ms. Klaassen noted they did not receive any
44 pre-registered comments, written comments or voicemail messages. She then asked if there were any
45 questions.

46
47 Chairman Bradley also asked the Board if there were any questions. Mr. Nielsen referred to the
48 previously denied case in 1999 and asked if that related to the Board's discussion. Ms. Klaassen stated

1 they typically provide case history and each case is handled separately and referred to two previous
2 variation requests, one which was approved and the other which was denied. Chairman Bradley asked if
3 there were any other questions for the Village staff. No additional questions were raised at this time.
4

5 Chairman Bradley swore in the applicant speaking to this matter. He then asked the applicant if he
6 submitted his waiver and consent with regard to the virtual hearing on his application. Mr. Nailor
7 confirmed that is correct. Chairman Bradley asked Mr. Nailor to begin his presentation. Mr. Schoon
8 stated the architect may also be online. Mr. Nailor confirmed that is correct. Ms. Kazenas unmuted the
9 architect, Mark VanKerkhoff, who introduced himself to the Board. Chairman Bradley then swore in Mr.
10 VanKerkhoff.
11

12 Mr. Nailor referred to slide no. 21 and stated the home in the photo is the original home. He stated the
13 attached garage was built later than the 1915 construction. Mr. Nailor stated they are looking to remove
14 the sunroom and room above to go in line with the addition and which would not be flush with the front
15 of the home. He stated the reason for the variance is that it is an older three bedroom home with one
16 shared bathroom where they are looking to create the master bathroom on the second floor. Mr. Nailor
17 stated the extra 104 square feet was granted to have a master bathroom. He then stated with regard to
18 the window well that may be handled as a separate issue. Mr. Nailor noted the lot butted up against the
19 neighbor's yard and it is the only location for the window well, which would be 36x36 inches.
20

21 Mr. Nailor stated in connection with the calculations, Mr. VanKerkhoff could provide more information.
22 He noted everything is existing nonconforming and they would not encroach any further into the side
23 yard. Mr. Nailor stated they want the existing structure to be moved ahead 6 feet to allow for a master
24 bathroom. He then asked if there were any questions. Chairman Bradley asked for Mr. VanKerkhoff to
25 speak first followed by the Board's questions.
26

27 Mr. VanKerkhoff stated the existing two story sunroom is not code compliant and there is no foundation
28 underneath it. He stated it was constructed for seasonal use and is not adequate for year-round energy
29 efficiency. Mr. VanKerkhoff stated the proposal is to reconstruct that element and make it slightly larger
30 which will make the entire home more usable with a proper master bathroom and closet and would be
31 set back from the front of the home. He then referred to the elevation rendering and noted it would
32 have the same style and look of the home. Mr. VanKerkhoff stated the existing property has a long list of
33 nonconformities and approval of the request would bring it into compliance. He referred to slide no. 26
34 which showed the minimal difference between the existing and proposed conditions in the categories
35 where it increased the existing nonconformities in making the two story section a little larger. Mr.
36 VanKerkhoff then asked if there were any questions.
37

38 Ms. Hanley asked if the window well would replace an existing door in terms of egress and asked why
39 are they changing the method of egress. Mr. VanKerkhoff confirmed that is correct and stated they
40 wanted to get rid of the door and make it all stone. He also stated there is a fenced area for their dog.
41 Mr. VanKerkhoff noted the basement construction is taking place now and it was determined another
42 method of escape was needed with this being the most logical place to put the window well. He then
43 stated the only other area for it is on the side at the proposed variance for the addition. Ms. Hanley
44 asked Village staff if they were to put it on the side, that would not be a problem. Ms. Klaassen
45 confirmed that is correct. Ms. Hanley then asked with regard to the necessity for the master bathroom,
46 why did it have to be 8.5 x 20 feet as opposed to 8.5 x 14 feet. Mr. VanKerkhoff confirmed that area
47 included the master bathroom and closet.
48

1 Ms. Hanley stated there is plenty of room to expand the closet, shower, sink and toilet. She then stated
2 when you have a small lot, you have a small home which is why there is a zoning ordinance to make sure
3 everything fits in its place. Mr. VanKerkhoff stated the area would not be all bathroom and the second
4 bedroom closet would be made bigger. Ms. Hanley then asked Village staff since there are foundation
5 issues, if they built within the same footprint, would they still need variations. Ms. Klaassen confirmed
6 that is correct. She also stated if they were planning to remove and replace the existing two story
7 element, that would be considered a minor variation but the egress window required Village Council
8 approval.

9
10 Ms. Balassa stated she had no questions. Mr. Nielsen stated the egress window is required as a second
11 exit and if they were not installing it, would the other variations go away. Ms. Klaassen responded yes to
12 a certain extent. She then stated if you remove the two-story element and want to replace it, zoning
13 relief is necessary. Ms. Klaassen stated if they were only considering replacing that element, it would be
14 considered a minor variation.

15
16 Ms. Hanley stated if they were to rebuild the sunroom in the same footprint, the window well could go
17 on the side with no issue. Ms. Klaassen stated it depended where it is located in the side yard. She noted
18 they have to comply with the 30 foot front yard setback and if the proposed addition was not on the
19 table, it may be possible to locate the window well in that general location.

20
21 Mr. Greable asked when the applicant planned to move in the home. Mr. Nailor responded in 4-5
22 weeks. Mr. Greable stated it is a 1915 home which was in foreclosure years ago. He then referred to the
23 zoning matrix figures and asked Mr. VanKerkhoff if it boiled down to the sunroom porch. Mr.
24 VanKerkhoff stated the existing home is nonconforming in all of those categories and subsequent
25 additions were approved by the Village. He agreed it was vacant for a long time and Mr. Nailor is
26 investing a lot to fix the 1915 foundation noting there is no foundation under the sunroom. Mr.
27 VanKerkhoff stated since Mr. Nailor would have had to come before the Board to construct the sunroom
28 as it is, they decided to propose a small addition to the front which would not be very noticeable given
29 the significant investment being made in the property.

30
31 Chairman Bradley stated there are six variations which revolve around the sunroom expansion and the
32 argument that the current status is not safe or secure. He stated with regard to the rear yard setback,
33 he did not understand the motivation as it related to the Board's standards. Chairman Bradley
34 questioned whether there was another likely place to locate the egress and whether it is necessary. Mr.
35 VanKerkhoff confirmed it is necessary and the door Mr. Nailor referred to is at grade level. He noted the
36 basement is mostly underground and the door is located midlevel. Mr. VanKerkhoff then stated to have
37 space which can be occupied in the basement, there needed to be a method of egress according to the
38 code.

39
40 Chairman Bradley then asked if it could be located on the home's north facing side and referred to slide
41 no. 22. Mr. Nailor informed the Board that is near the main sanitary sewer line which exited the home
42 and is not practical. Chairman Bradley asked if some of the addition could be taken from the rear and
43 place the window well which would not require a variation. Mr. VanKerkhoff stated given the extent of
44 the existing nonconformities, anywhere they put the window well would require a variance. He also
45 informed the Board the plan was to not have a full basement under the area of the sunroom. Mr. Nailor
46 added the sump pump and main water line is located at the southeast corner.

47

1 Chairman Bradley then stated with regard to the master bathroom and closet, on the first floor, he
2 asked if that area would be open, insulated or used as a three season porch. Mr. Nailor stated they
3 planned to use it as year-round livable space once it is brought up to code.
4

5 Chairman Bradley asked if there were any additional questions from the Board or public comments. No
6 additional questions or comments were raised at this time. Ms. Kazenas stated one caller was unmuted
7 and asked for comment. No comment was made at this time. She confirmed the previous callers left the
8 meeting. Chairman Bradley then called the matter in for discussion.
9

10 Chairman Bradley suggested the Board begin by considering whether each of the six variance requests
11 match the standards. Mr. Nielsen stated he drove by the property and agreed with the amount of work
12 the property needed. He stated he initially did not think 104 square feet as existing legal nonconforming
13 being a huge deal. Mr. Nielsen stated the egress window needed to be done and agreed with the
14 discussion of the alternative of moving it. He then stated with regard to whether any master bathroom
15 needed to be bigger, although he wished the square footage would be placed elsewhere, there would
16 not be a huge change in GFA. Mr. Nielsen stated he would generally support the variances.
17

18 Ms. Balassa stated she is generally in support and informed the Board she walked by the home daily. She
19 described the home as an abandoned eyesore for the neighborhood. Ms. Balassa then stated for a
20 nonconforming home that has not been lived in, it is complicated to renovate this type of home. She
21 also stated the issue of the window well did not relate to aesthetics. Ms. Balassa stated while she had
22 some concerns and with regard to the sunroom movement and addition, it would not affect the other
23 homes. She noted the north home is also nonconforming. Ms. Balassa added moving the sunroom to
24 align with neighboring homes would be pleasing. She then stated she would give the applicants the
25 benefit of the doubt and reiterated her concern relating to the deteriorated condition of the home for
26 so long.
27

28 Ms. Hanley agreed with Ms. Balassa's comments and stated the home was on the market for a long time
29 with price decreases although a lot of work needed to be done which she appreciated. She stated she is
30 curious as to why an existing door was changed and another means of egress being the window well is
31 necessary and is far more obtrusive and close to the neighbors' garage. Ms. Hanley stated in connection
32 with the sunroom expansion, it did not meet all of the variation standards and there is nothing unique
33 with regard to the property which required such an expansion relating to GFA, RLC, etc. She also stated
34 it would not effect on reasonable return to not be able to add that square footage. She reiterated when
35 you have a small lot, you have a small home which is the character the Village needed. Ms. Hanley
36 concluded she is leaning toward not approving the request.
37

38 Mr. Greable stated at the rear of the property is a parking lot and with regard to the strip of land in the
39 back, the window well would look fine there and it did not bother him at all. He also stated the sunroom
40 must be addressed and fixed which is the biggest issue and must be cured. Mr. Greable stated he is in
41 favor of the request noting the Village Council has final approval.
42

43 Chairman Bradley stated the situation is complex with regard to rules on one hand and standards on the
44 other. He then stated variation nos. 1-5 are lacking sufficient need in terms of the variances requested.
45 Chairman Bradley stated with regard to the rear yard setback and egress window well, he considered
46 where it could go to provide the necessary level of safety and referred to the alternatives discussed. He
47 stated he would be in support of the rear yard setback since it related to safety. He then stated with
48 regard to the sunroom, he referred to the fair market value paid for the property is what they have to

1 work with knowing it was a legal nonconforming lot. Chairman Bradley stated master bathrooms and
2 large closets are not entitlements. He agreed it is a very unique property and stated he is sympathetic to
3 the applicants noting the lot is already 2,000 square feet below the minimum lot requirements.
4 Chairman Bradley stated a modest increase to accommodate downstairs and upstairs living made sense
5 but is not the only option available to them. He then stated curing the foundation issues of the sunroom
6 did not automatically entitle the applicants to additional square footage and is not a justifiable need
7 according to the standards. Chairman Bradley stated he would vote against the application for variation
8 nos. 1-5 noting there were three favorable and two non-favorable votes from the Board with the Village
9 Council to make the final determination.

10
11 Mr. Schoon confirmed in order for the Board to forward an affirmative recommendation to the Village
12 Council, there would need to be four Board Members in favor. Chairman Bradley then stated for
13 expedition purposes and to move the application forward, he would vote in favor of the application
14 noting their comments are included in the record.

15
16 Chairman Bradley asked for a motion to recommend approval of the application as set forth on page 9.

17
18 A motion was made by Mr. Greable and seconded by Mr. Nielsen to recommend approval of the
19 application. A vote was taken and the motion passed, 4 to 1.

20
21 AYES: Balassa, Bradley, Greable, Nielsen

22 NAYS: Hanley

23
24

DRAFT



Agenda Item Executive Summary

Title: Resolution No. R-42-2020: Approving License Agreement with Sole + Luna for Sign at 1015 Tower Court (Adoption)

Presenter: David Schoon, Community Development Director

Agenda Date: 06/02/20

Consent: YES NO

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

Item History:

None.

Executive Summary:

On June 2, the Village Council is scheduled to consider Resolution No. R-42-2020, approving a license agreement to allow the installation of a free-standing sign on Village property at the entrance to Tower Court. The Resolution has been drafted in response to a written request from Sole Luna, LLC ("Licensee"), the current tenant of 1015 Tower Court ("Property"). The Licensee was granted a special use permit in January 2020 to operate a wellness center on the Property

BACKGROUND

In 1996, the Village entered into a license agreement with Sawbridge Studios, the prior tenant of the Property, allowing the installation of a sign at the entrance to Tower Court. Since taking occupancy of the Property, the Licensee has submitted a sign permit application to install a freestanding sign in the same location using the wooden posts that remain from the former Sawbridge Studios sign.

ADVISORY BOARD REVIEW

The Design Review Board (DRB) considered the design of the proposed sign on May 21, 2020, with five Board members present. After hearing from the Licensee and no members of the public, a member asked if the Licensee had considered a heavier font out of concern that the proposed font may be too thin to clearly see. The other members agreed, and expressed support of the sign as well as allowing staff to administratively approve the suggested change to the font. Minutes of the DRB meeting are not yet available; however, the five members present at the meeting unanimously voted to approve the sign as submitted while encouraging the Licensee to change the thickness of the font size at its discretion with Village Staff approval.

Executive Summary (continued):

Details of the request can be found in the attached staff report to the DRB from the May 21 DRB meeting. If you would like additional details please reference this report, which is included as Attachment 2.

USE OF VILLAGE PROPERTY

As previously stated, the Licensee requests that the Village allow the installation of a free-standing sign on Village property without any additional fees outside the sign permit application fee.

Licensee's written request is included as Attachment 3. Given that the license agreement allows the Village to require the Licensee to remove the sign upon written notice, staff believes allowing the use of the Village property as requested by the Licensee is appropriate.

Recommendation:

Consider adoption of Resolution No. R-42-2020 authorizing a license agreement with Sole Luna, LLC to allow the installation of a sign at 1015 Tower Court on Village-owned property.

Attachments:

Attachment 1: Resolution No. 42-2020

Attachment 2: May 20, 2020 DRB Staff Report and Attachments

Attachment 3: April 21, 2020 Letter Requesting License Agreement

ATTACHMENT 1

R-42-2020

**A RESOLUTION APPROVING A LICENSE AGREEMENT
TO ALLOW THE INSTALLATION OF A SIGN ON VILLAGE PROPERTY**
(1015 Tower Court)

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, Sole Luna, LLC (“*Licensee*”) is the tenant of the property located at 1015 Tower Road, Winnetka, Illinois (“*Property*”); and

WHEREAS, on January 7, 2020, pursuant to Ordinance No. M-1-2020, the Licensee was granted a special use permit to operate a wellness center on the Property; and

WHEREAS, the Village had previously granted, pursuant to Ordinance No. M-474-96, a license agreement to the prior tenant of the Property allowing the installation of a sign at the entrance to Tower Court, at the intersection of Tower and Green Bay Roads (“*Licensed Premises*”); and

WHEREAS, the Licensee desires to install a sign on the Licensed Premises to better identify the location of the Property (“*Requested Sign*”) and has applied to the Village for approval of the Requested Sign on the Licensed Premises; and

WHEREAS, on May 21, 2020, the Design Review Board approved the design of the proposed sign included in the Licensee’s application subject to approval by the Village Council of a license agreement to install the Requested Sign on the Licensed Premises (“*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 Licensee;

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

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

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

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

June 2, 2020

R-42-2020

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 June 2, 2020, pursuant to the following roll call vote:

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

Signed

Village President

Countersigned:

Village Clerk

EXHIBIT A
LICENSE AGREEMENT
(SEE ATTACHED EXHIBIT A)

NON-EXCLUSIVE LICENSE AGREEMENT
(1015 Tower Court)

THIS NON-EXCLUSIVE LICENSE AGREEMENT ("Agreement"), dated as of this ____ day of _____, 20____, ("**Effective Date**"), by and between the **VILLAGE OF WINNETKA**, an Illinois home rule municipal corporation ("**Village**"), and Sole Luna, LLC ("**Licensee**").

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

SECTION 1. RECITALS.

A. The Village is the owner of that public right of way located at the intersection of Tower Road and Green Bay Road, at the entrance to Tower Court ("**Village Right of Way**").

B. The Licensee is the tenant of that certain real property commonly known as 1015 Tower Court, Winnetka, Illinois ("**Property**").

C. On January 7, 2020, pursuant to Ordinance No. M-1-2020, the Licensee was granted a special use permit to operate a wellness center on the Property.

D. The Property is not easily found or identifiable from the Green Bay Road and Tower Road corridors, and the Licensee desires to install a sign advertising their business and assisting in patrons' ability to find the Property ("**Sign**") within that portion of the Village Right of Way depicted in **Exhibit A** to this Agreement ("**Licensed Premises**").

E. The Property will benefit from the installation of the Sign.

F. The Licensee has applied to the Village for a permit to allow the Sign on the Licensed Premises.

G. On May 21, 2020, the Design Review Board recommended that the Village approve the design of the Sign to be installed by the Licensee.

H. The Village desires to authorize the installation by the Licensee of the Sign, subject to the terms and conditions of this Agreement.

I. The Village and the Licensee desire to enter into this Agreement to permit the installation of the Sign on the Licensed Premises.

SECTION 2. GRANT AND TERM OF LICENSE.

A. Grant of License. Subject to the terms and conditions set forth in this Agreement, the Village hereby grants to the Licensee, and the Licensee hereby accepts, a non-exclusive revocable license for the installation of the Sign on the Licensed Premises pursuant to

and in strict accordance with the terms and provisions of this Agreement ("**License**"). The Licensee acknowledges and agrees that nothing in this Agreement shall be interpreted to provide a license to the licensee to alter the Licensed Premises in any way other than for the installation of the Sign depicted in **Exhibit B** to this Agreement.

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

C. Term. This License shall be for a term commencing on the Effective Date of this Agreement and ending on the occurrence of a terminating event as described in Section 2.D of this Agreement.

D. Termination of License; Restoration of Licensed Premises.

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

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

b. **Convenience.** Upon written notice by the Village that the Licensee remove the Sign from the Licensed Premises.

c. **Village Right of Way Construction.** The Village desires to engage in construction or other improvements on the Licensed Premises and elects, in its sole discretion, to terminate this Agreement and the License.

d. **Dangerous Condition.** The Village determines, in its sole and absolute discretion, that the Sign threatens the public health and safety, and that the removal of the Sign is necessary to abate the dangerous condition.

2. **Restoration of Licensed Premises.**

a. **Licensee Obligation.** Upon termination of this Agreement pursuant to this Section 2.D, the Licensee, at its sole cost and expense, shall remove the Sign and shall restore the Licensed Premises as nearly as practicable to its condition as of the Effective Date, including, without limitation restoration of all Village-owned property as nearly as practicable to the condition immediately preceding the installation of the Sign, if disturbed, damaged, or removed by the Licensee.

b. **Failure to Restore.** In the event that the Licensee fails or refuses to repair, replace and/or restore the Licensed Premises or any Village-owned property that is disturbed, damaged, or removed by the Licensee, in accordance with Section 2.D.2.a of this

Agreement, the Village shall have the right, but not the obligation, to perform and complete the repair, restoration, and/or replacement, and to charge the Licensee for all costs and expenses, including legal and administrative costs incurred by the Village, for such work, and Licensee shall pay such charges. The rights and remedies provided in this Section 2.D.2.b shall be in addition to, and not in limitation of, any other rights and remedies otherwise available to the Village.

SECTION 3. INSTALLATION AND MAINTENANCE OF THE SIGN.

E. Installation. The Licensee shall install the Sign in a good and workmanlike manner, all at the sole expense of the Licensee, and subject to inspection and approval by the Village, and in accordance with the following:

1. The Sign shall be: (a) 3.67 feet in length, 1.17 feet in height, and stand 4.17 feet above the ground; (b) of a style and material consistent with the design depicted in Exhibit B of this Agreement; and (c) located only within those specific portions of the Licensed Premises identified and depicted in Exhibit A to this Agreement.

2. The Licensee shall not install the Sign prior to the occurrence of each of the following:

a. Issuance by the Village of all building and related permits required for the installation of the Sign and for occupying a public right-of-way pursuant to the Village Code;

b. Approval by the Village of all contractors or agents hired by or on behalf of the Licensee to install any part of the Sign; and

c. Approval by the Village of a schedule for the installation of the Sign, which schedule shall not be approved by the Village unless the installation of the Sign will not interfere with any Village activities, Village maintenance on or at the Licensed Premises or nearby Village property, or other Village events.

3. During the period of installation, the Licensee shall not obstruct any streets, Village rights-of-ways, and other public property in and adjacent to the Licensed Premises in a safe, good and clean condition without hazard to public use.

4. The Licensee shall promptly clean all mud, dirt, or debris deposited on any street, Village Right of Way, or other public property by the Licensee or any agent of or contractor hired by, or on behalf of, the Licensee, and shall repair any damage that may be caused by the activities of the Licensee or any agent of or contractor hired by, or on behalf of, the Licensee in connection with the installation of the Sign. If the Licensee fails to clean, or undertake with due diligence to clean, any street, Village Right of Way, or other public property within one hour after the Village gives the Licensee notice to clean all mud, dirt, snow, ice or debris deposited on such property by the Licensee or any agent of or contractor hired by, or on behalf of, the Licensee, then the Village shall have the right, but not the obligation, to cause the affected public property to be cleaned and to recover from the Licensee all costs incurred by the Village in the performance of such work.

5. The Licensee acknowledges and agrees that in the event that the Village determines, in its sole and absolute discretion, that portions of the Village Right of Way require replacement due to the installation of the Sign, then the Licensee, and not the Village, shall, at its sole cost and expense, promptly replace those portions of the Village Right of Way with specific materials approved in advance by the Village.

SECTION 4. RESERVATION OF RIGHTS.

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

B. Cooperation. The Licensee hereby acknowledges and agrees to reasonably cooperate with the Village in the event that the Village desires to permit the installation of other signs on the Licensed Premises, including if the Village desire to permit another business to attach a sign on or adjacent to the Sign installed by the Licensee.

SECTION 5. LIENS.

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

SECTION 6. LIABILITY AND INDEMNITY OF VILLAGE.

A. Village Review. The Licensee acknowledges and agrees that the Village is not, and shall not be, in any way liable for any damages or injuries that may be sustained as the result of the Village's review and approval of any plans for the Sign, or the issuance of any approvals, permits, certificates, or acceptances for the installation, operation, or maintenance of the Sign, and that the Village's review and approval of any such plans for the Sign and issuance of any such approvals, permits, certificates, or acceptances does not, and shall not, in any way, be deemed to insure the Licensee or any of its successors, assigns, tenants and licensees, or any third party, against damage or injury of any kind at any time.

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

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

D. Limitation of Liability. The Licensee acknowledges and agrees that the Village is not, and shall not be, in any way liable for any damages or injuries caused to the Sign by the Village, or its employees, contractors or agents, when the Village is taking action in order to comply with applicable federal, state and Village laws, statutes, codes, ordinances, resolutions, rules, and regulations, as may be amended from time to time, or when exercising any of the rights reserved to the Village under Section 4 of this Agreement.

SECTION 7. ENFORCEMENT.

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

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

SECTION 8. GENERAL PROVISIONS.

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

given and received within 24 hours after deposit. Notices and communications to the parties shall be addressed to, and delivered at, the following addresses:

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

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

If to the Licensee: _____

Attention: _____

with a copy to: _____

Attention: _____

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

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

D. Authority to Execute. The Village hereby warrants and represents to the Licensee that the persons executing this Agreement on its behalf have been properly authorized to do so by the Village. The Licensee hereby warrants and represents to the Village that the Licensee has the full and complete right, power, and authority to enter into this Agreement and to agree to the terms, provisions, and conditions set forth in this Agreement.

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

F. Assignment. This Agreement may not be assigned by the Licensee without the prior written consent of the Village.

G. Severability. If any provision of this Agreement is construed or held to be void, invalid, illegal, or unenforceable in any respect, the remaining part of that provision and the remaining provisions of this Agreement shall not be affected, impaired, or invalidated thereby,

but shall remain in full force and effect. The unenforceability of any provision of this Agreement shall not affect the enforceability of that provision in any other situation.

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

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

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

K. Survival of Obligations. All obligations of the Licensee pursuant to this Agreement that have not been fully performed as of the termination of this Agreement shall survive such termination, including, without limitation, the restoration obligations set forth in Section 2.D.2 of this Agreement, and the liability and indemnity obligations set forth in Section 6 of this Agreement.

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

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

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

[SIGNATURE PAGE FOLLOWS]

ATTEST:

VILLAGE OF WINNETKA,
an Illinois home rule municipal corporation

By: _____

By: _____

Its: _____

Its: _____

ATTEST:

SOLE LUNA, LLC

By: _____

By: _____

Its: _____

Its: _____

EXHIBIT A

DEPICTION OF LICENSED PREMISES



Figure 1 – Subject Property – Site of proposed sign at the intersection of Tower Road and Green Bay Road facing northwest.

EXHIBIT B

DEPICTION OF THE SIGN





**MEMORANDUM
VILLAGE OF WINNETKA**

COMMUNITY DEVELOPMENT DEPARTMENT

TO: DESIGN REVIEW BOARD
FROM: CHRISTOPHER MARX, AICP, ASSOCIATE PLANNER
DATE: MAY 20, 2020
SUBJECT: CASE NO. 19-35-SU: 1015 TOWER COURT -- CONSIDERATION OF SIGN PERMIT - AMENDMENT TO APPLICATION

INTRODUCTION

As a supplement to the original memorandum in the meeting’s Agenda Packet, a revised rendering and sign description of the proposed freestanding sign has been provided by the Applicant. The revised rendering is intended as an amendment to the Application.

CURRENT REQUEST

The Applicant is proposing to install a freestanding sign located on Village property to identify the new business on Tower Court. The sign would be located near the entrance of Tower Court at the intersection of Tower Road and Green Bay Road and mounted on the existing wood posts from the previous tenant’s sign. The Applicant states that the signage is needed for identification and wayfinding purposes for a business location that is more isolated than the rest of the Hubbard Woods Business District. The sign would be placed in the same location as the previous *Sawbridge Studios* sign. The sign would have a **green background** while reading “Sole + Luna – Wellness Studio” in a simple **white font** with a logo featuring the sun and the moon. The sign would be mounted on two existing wooden posts with dimensions of 3.67 feet in length and 1.17 feet in height (4.29 square feet) while standing 4.17 feet above the ground. The Applicant has provided a rendering and design specifications for the proposed sign, which are included in the submitted application materials in Attachment A.





MEMORANDUM VILLAGE OF WINNETKA

COMMUNITY DEVELOPMENT DEPARTMENT

TO: DESIGN REVIEW BOARD
FROM: CHRISTOPHER MARX, AICP, ASSOCIATE PLANNER
DATE: MAY 15, 2020
SUBJECT: CASE NO. 19-35-SU: 1015 TOWER COURT -- CONSIDERATION OF SIGN PERMIT

INTRODUCTION

On May 21, 2020, the Design Review Board/Sign Board of Appeals will conduct a virtual public hearing, in accordance with social distancing requirements and Governor Pritzker's Stay-at-Home Executive Order, on an application submitted by Sole Luna, LLC (the "Applicant") as the lessee of the property located at 1015 Tower Court (the "Subject Property") for a Sign Permit to allow the installation of a freestanding sign on Village Property at approximately 1001 Tower Court.

PROPERTY DESCRIPTION

The Subject Property is located on the west side of Tower Court between Tower Road and Gage Street in the Hubbard Woods Business District. It is zoned C-2 General Retail Commercial and is not located in the Commercial Overlay District. The Subject Property contains a one-story commercial building that previously contained *Sawbridge Studios*. The building has a traditional brick façade with minor architectural accents such as gooseneck light fixtures and window awnings. The Subject Property and proposed sign location are identified in Figures 1 through 3 later in this report.

PREVIOUS APPROVALS

In conjunction with the freestanding sign currently being considered by the DRB, the Applicant also submitted an application for a window sign that measures 2 feet by 2 feet, for location at the front door window frame of the business' main entrance. The Applicant submitted the applications for consideration at the regular DRB meeting scheduled for March 19, 2020. However, all Village public meetings were canceled in March to limit exposure to and spread of coronavirus. Given the proposed window sign would comply with the Village's Sign Code, the application was approved by the Community Development Department. The approved window sign has not been installed yet.

On January 7, 2020, the Village Council adopted Ordinance M-1-2020, approving a special use permit to allow a wellness center within the C-2 General Retail Commercial District at 1015 Tower Court, in response to an application filed by the Applicant.

In 1996, the Village Council adopted Ordinance M-474-96, approving a licensing agreement with the Subject Property's previous tenant, *Sawbridge Studios*, to allow a freestanding sign in the same location as the Applicant's proposed freestanding sign.

CURRENT REQUEST

The Applicant is proposing to install a freestanding sign located on Village property to identify the new business on Tower Court. The sign would be located near the entrance of Tower Court at the intersection of Tower Road and Green Bay Road and mounted on the existing wood posts from the previous tenant's sign. The Applicant states that the signage is needed for identification and wayfinding purposes for a business location that is more isolated than the rest of the Hubbard Woods Business District. The sign would be placed in the same location as the previous *Sawbridge Studios* sign. The sign would have a white background while reading "Sole + Luna – Wellness Studio" in a simple black font with a logo featuring the sun and the moon. The sign would be mounted on two existing wooden posts with dimensions of 3.67 feet in length and 1.17 feet in height (4.29 square feet) while standing 4.17 feet above the ground. The Applicant has provided a rendering and design specifications for the proposed sign, which are included in the submitted application materials in Attachment A.

SIGN CODE ANALYSIS

Section 15.60.120 of the Village Sign Code specifies standards for commercial signs within the Village. The Code also requires that no freestanding sign shall contain information other than the name of the business and a three-word descriptor. The Code also requires that the sign does not exceed 20 square feet in area on either side and shall stand no more than 12 feet above grade. The proposed sign would comply with Sign Code requirements as it would be 4.29 square feet in area on each side and it would be only 4.17 feet in height.

DESIGN GUIDELINES ANALYSIS

The Village's Design Guidelines provide guidance on appropriate size, color, and location of signs; an excerpt of the Design Guidelines is included as Attachment B.

SUMMARY

The Applicant requests that the Design Review Board find the proposed freestanding sign as appropriate and compatible with the Design Guidelines and approve the application as proposed. Should the DRB approve the application, the Applicant would first need to reach a licensing agreement with the Village Council for permission to place a sign on Village property and receive a sign permit from the Community Development Department prior to installation.

ATTACHMENTS

Attachment A: Application Materials

Attachment B: Design Guidelines Excerpt



Figure 1 – Subject Property – Site of proposed sign at the intersection of Tower Road and Green Bay Road facing northwest.



Figure 2 – Subject Property – Site of proposed freestanding sign and location of previous tenant's sign.



Figure 3 – Subject Property – with previous tenant’s signage that has been removed since this photo.

ATTACHMENT A

Village of Winnetka
SIGN PERMIT APPLICATION

VILLAGE OF WINNETKA, ILLINOIS
DEPARTMENT OF COMMUNITY DEVELOPMENT

SIGN PERMIT APPLICATION

Tenant/Lessee

Name of Business Sole + Luna		Primary contact name Jessica Dietrich		Phone No. [REDACTED]
Street Address 1015 TOWER CT.				
City WINNETKA	State IL	Zip Code 60093	Email [REDACTED]	

Sign Company

Name of Sign Company ALLEGRA		Primary contact name Sharon Knipmeyer		Phone No. 847.864.9797
Street Address 1255 Hartrey Ave.				
City Evanston	State IL	Zip Code 60202	Email [REDACTED]	

Property Owner

Name of Company Schermmerhorn Realestate		Primary contact name Greg Hugh		Phone No. 847-869-4200
Street Address: 2737 Central St.				
City Evanston	State IL	Zip Code 60201	Email [REDACTED]	

Sign type(s): (check all that apply)

window graphics
 wall-mounted sign
 ground-mounted sign
 projecting sign
 other _____

Additional description of sign type and materials

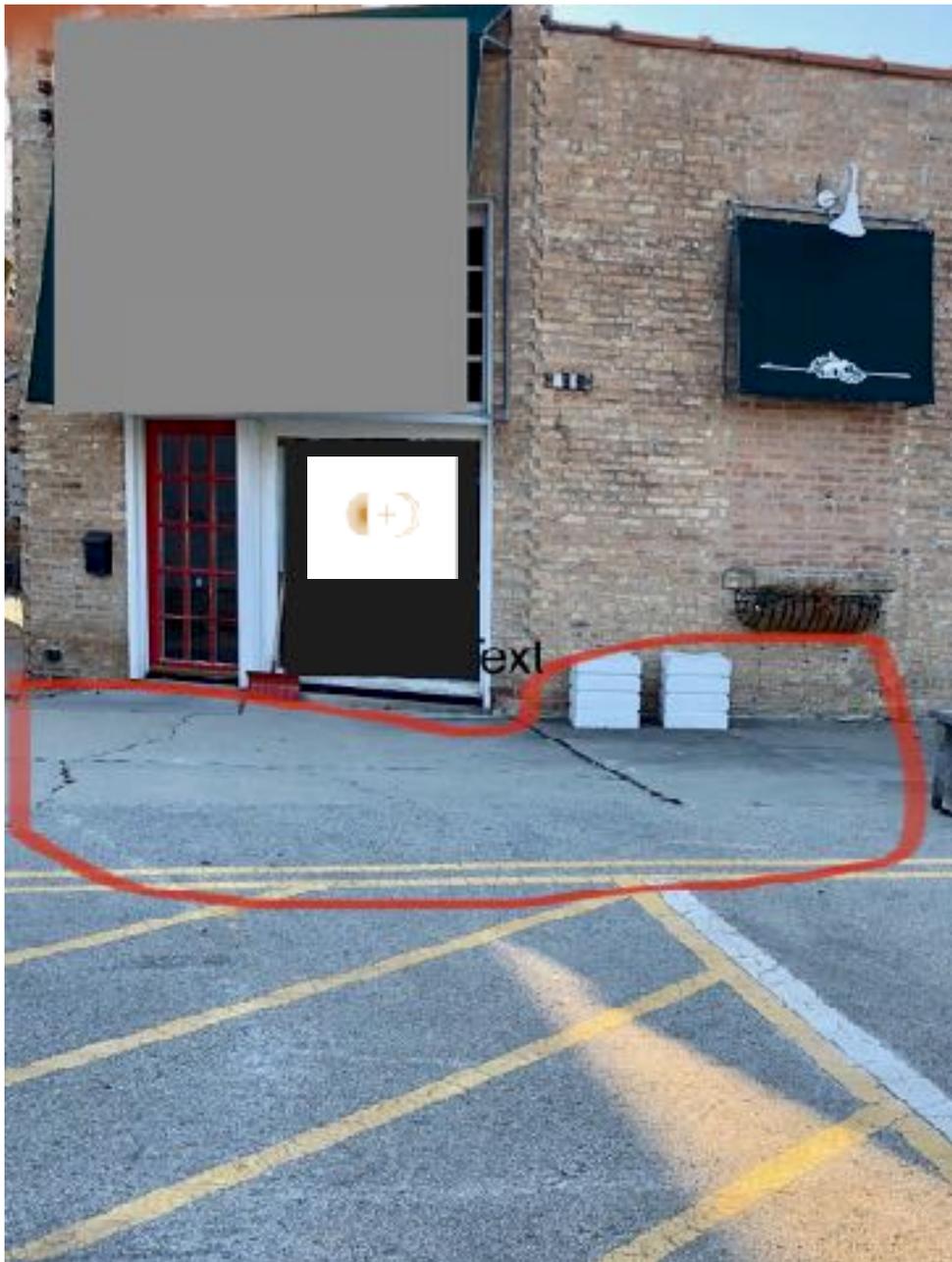
window - vinyl decal w/ company logo

ground-mounted - metal sign, painted w/ name & logo

OFFICE USE ONLY: PERMIT FEE (\$60/\$195 per sign) _____
CONDITIONS OF APPROVAL: _____



SOLE + LUNA
WELLNESS STUDIO





DRB Agenda Packet - Sole + Luna - Page 8
[Agenda Packet P. 70](#)

Christopher Marx

From: Jessica Dietrich <[REDACTED]>
Sent: Thursday, March 12, 2020 1:57 PM
To: Christopher Marx; Amelia Bradley
Subject: External: DRB APP- sole + luna
Attachments: Screen Shot 2020-02-14 at 11.03.27 AM.png; Screenshot 2020-03-12 at 1.36.21 PM.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 Christopher,

Sorry for the delayed response... we had a bit of a fire drill this morning with the current state of affairs and travel.

Here are the measurements you requested:

Roadside sign height is 50" from ground to top of sign/post. Sign is 44" wx 14"h
(see attached mock-up for color)

The window is 77"h x 75" w The decal (also attached) will be white and for 10% of the window size will measure: 2' x 2'

We are hearing that the Design Board will not be meeting this month due to the CoronaVirus... is that correct? What can we do to move forward given our timeline?

Please advise,
Jessica

--

jessica dietrich, co-founder
sole + luna wellness

[REDACTED]
1015 Tower Court, Winnetka, IL 60093
[sole + luna @ sole + luna](mailto:sole+luna@sole+luna)

d. Building Signage

Commercial signs should reflect the character of the building style, while expressing each store's individuality. There are several prominent sign styles that are appropriate to Winnetka: surface mounted, pin-mounted, interior, decal and projecting blade signs. Sign materials are limited to painted wood, canvas, architectural glass and metal. Sign color must harmonize with the building upon which it is mounted and adjacent structures. Background colors for the body of the sign are limited to earth tones and primary colors, whereas pastels, neon and secondary colors are not allowed. Lettering color can be unique to the image of the retailer/user. Metal sign and plaque material such as brushed bronze, antique bronze, aluminum, stainless steel and painted cast iron or similarly appearing materials are preferred. Highly reflective metallic signs are not allowed. Signs should be lit by marquee or spot lighting; neon lighting is not permitted. Spot lighting should be minimal and unobtrusive and, per the Village Code, the source of illumination shall not be visible from any street, sidewalk or dwelling. Simplified industrial light fixtures are not permitted. Contextual solutions are recommended. The majority of the signs will be mounted within the building's sign band, defined as the wall area located above the ground floor storefront opening and below the second floor windowsill, and is located a minimum of 8'-0" above grade and a maximum of 15'-0" above grade.

Signs must comply with the general provisions of the Winnetka Sign Ordinance as well as design provisions contained within these Design Guidelines.

1. Surface mounted commercial signs are either fabricated from painted wood or cast metal plaques and are to be mounted within the sign band or within the storefront transom. The height of the sign is restricted to 75% of the area of the sign band or 14 inches - whichever is less. The sign band of a building consists of the area located above the ground floor storefront opening and below the second floor windowsill, and is located a minimum of 8'-0" and a maximum of 15'-0" above grade. Refer to figures 28, 29, and 30 for location. Surface mounted or pin-mounted signs are not permitted on secondary elevations without a defined sign band.
2. Pin-mounted commercial signs consist of reverse channel, cast metal and flat cut metal letters mounted above the storefront in the masonry sign band or suspended in front of the storefront at the transom or recessed entry. The size of the lettering is restricted so that the height of the letters does not exceed 75% of the height of the sign band or 14 inches - whichever is less. The length of the lettering is to be contained within 75% of the length of the sign band. (See figure 38)



Figure 38

3. Interior signs floating independently are set behind the glass either at the transom or at the sill of the storefront and are lit from a separate source. This sign must adhere to the size limitations of the decal signs. (See figure 39)

4. Decal Signs are defined as painted or vinyl transfer letters and numbers. Decal signs can be mounted within the transom and at the lower section of the storefront window area so as not to interfere with the merchandising. The decal sign area at the lower section of the window can occupy up to 10% of the glass area of a single pane. Decals mounted at the transom are restricted to 50% of the area of the transom. Decals located at the lower section of the main display area are to be limited to 6” in height unless they contain store operation hours, which are restricted to 2”. (See figure 40)

Figure 39



Figure 40

5. Projecting blade commercial signs can be round, square or vertical, mounted from the face of the building at the second floor level between the windows or at the head of the storefront and are oriented to pedestrian scale. The signs are to be mounted on fixed hardware; no swinging or chain-mounted signs are allowed. The dimensions of the sign are not to exceed 6 square feet (36” high and 24” deep) (See figure 41). If illuminated, the signs should be lit with an unobtrusive light source.



Figure 41

6. Incidental wall signs such as building management identification and directory signs should be integrated into a single sign and be constructed of brushed bronze, antique bronze or painted cast iron. Such signs should not be placed on the prominent street front facade and should be directed to public residential entries.

ATTACHMENT 3

April 21, 2020

Attn: Brian Norkus
Village of Winnetka

Re: Sole + Luna Wellness Studio Tower Road Signage

Thank you for your continued support as we navigate the road to opening amidst this global pandemic. We are at a standstill in that we are so new that we don't qualify for many of the government or small business sponsored loans and grants. But yet, our doors remain closed and we have monthly overhead and fixed costs with no revenue at the current moment.

We chose to open a small business in Winnetka because we live and raise our families here. We saw an opportunity to bring wellness and experiential retail to Hubbard Woods. We are excited to belong to a passionate group of local business owners, we've participated in Winnetka's 20 year plan focus group, and have appreciated the strong partnership with the Village community. In the spirit of partnership, we have gone through the Special Use permit and fees, Building Permits for construction and Design applications.

Our location is unique as it is not facing a major street or walkway to make it visible to pass-by traffic. Signage is crucial for our success. Sawbridge Studio had a sign street side, which we have come to learn was a licensed agreement with the Village due to the location on the west side of the entrance to our establishment. The current posts sit empty and we would like to improve that landscape while promoting our business location with a beautiful sign.

This is where we need to call on support from the village of Winnetka in the spirit of partnership and business development as we craft this agreement. We are proposing that the license agreement be made with no additional fees involved outside of the Design Review Board

Application and permit fees and our personal fee to create and install the sign.

Thank you for your time, consideration and support during this uncertain time.

Best,
Jessica Dietrich & Amy Bradley

Sole + Luna Wellness Studio
1015 Tower Court



Agenda Item Executive Summary

Title: Motion to Extend Village President's Declaration of Emergency

Presenter: Peter Friedman, Village Attorney

Agenda Date: 06/02/2020

Consent: YES NO

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

Item History:

On March 17, 2020, the Village President issued a Declaration of Emergency, which Declaration the Village Council extended to the end of the next Village Council meeting.

Executive Summary:

On March 17, 2020, President Rintz issued a Declaration of Emergency for the Village of Winnetka ("Declaration") related to the COVID-19 emergency. The Declaration provided that: (1) the Village may enter into contracts for the emergency purchase of goods and services; (2) the Village Manager may implement emergency staffing protocols pursuant to the Village's respective collective bargaining agreements; and (3) directed Village officials and employees to cooperate with other government agencies. The President had the authority to issue the Declaration pursuant to the enabling provision set forth in the Winnetka Village Code.

In accordance with Illinois statutes, the President's Declaration lasted only for a period of seven days, unless it was extended by action of the Village Council. At its March 17, 2020, emergency meeting, the Village Council extended the Declaration until the next Village Council meeting. The Village Council has extended the Declaration to the next Council meeting at its April 21, May 12, and May 19 virtual meetings. Because the Village Board will be meeting next on June 2, 2020, the Declaration will expire at the end of the Council meeting unless the Village Council extends the duration of the Declaration.

The agenda for the Village Council meeting has been drafted in a manner to allow the Council, if it so desired, to extend the Declaration. The extension can be accomplished by a motion, a second and a roll call vote. No written ordinance or resolution is necessary. If the Village Council desires to extend the Declaration, the motion needs to include an expiration date. We recommend that the motion provide:

"I hereby move to extend the President's March 17, 2020, Declaration of Emergency until the end of the next regular, special, or emergency meeting of the Village Board."

The Council has the right, however, to extend the Declaration to whatever date it determines to be appropriate, or to not extend at all.

Recommendation:

That the Village Council adopt a motion further extending the President's March 17, 2020 Emergency Declaration.

Attachments:

Emergency Proclamation.

**DECLARATION OF EMERGENCY
VILLAGE OF WINNETKA, ILLINOIS
MARCH 17, 2020**

I, Village President Christopher Rintz, do hereby issue this Declaration of Emergency for the Village of Winnetka, this 17th day of March, 2020 (*"Declaration"*).

Introduction

The United States Centers for Disease Control (CDC), the United States Department of Health and Human Services (HHS), and the World Health Organization (WHO) have each determined that the SARS-CoV-2 virus causes the COVID-19 respiratory disease. The SARS-CoV-2 virus is a new strain of coronavirus that had not been previously identified in humans and is easily spread from person to person. The COVID-19 disease can result in serious illness and death.

Dozens of confirmed cases of COVID-19 have been identified in the State of Illinois; to date, most of the cases in Illinois are in the greater Chicagoland area, including in Cook County, Illinois. On January 31, 2020, the Secretary of HHS declared a public health emergency for the entire United States of America concerning COVID-19. On March 9, 2020, Governor Pritzker issued a disaster proclamation concerning the spread of COVID-19 in Illinois. On March 11, 2020, WHO declared that the spread of COVID-19 is a global pandemic. On March 13, 2020, President Trump declared a national emergency concerning the COVID-19 pandemic.

The Illinois Department of Public Health has now confirmed localized community person-to-person transmission of COVID-19 in Illinois, significantly increasing the risk of exposure and infection to Illinois' general public and creating an extreme public health risk in the Village and throughout the State. As has been experienced in other locales in the United States and around the world, the SARS-CoV-2 virus has the potential to infect large numbers of people in a short amount of time, placing extreme burdens on the health care system and the economy.

In order to prevent the spread of COVID-19 in the Village, and to protect the residents of the Village from disease and death, I find that it is necessary to issue this Declaration to implement emergency regulations and orders, all as set forth in this Declaration.

Statement of Authority

This Declaration is issued pursuant to the authority granted to me by: Section 3.32.010.J of the "Winnetka Village Code," as amended (*"Village Code"*); Section 11-1-6 of the Illinois Municipal Code, 65 ILCS 5/11-1-6; and Section 11 of the Illinois Emergency Management Agency Act, 20 ILCS 3305/11.

Declaration

I hereby declare that a state of emergency exists in the Village of Winnetka, for the reasons set forth in this Declaration.

**DECLARATION OF EMERGENCY
VILLAGE OF WINNETKA, ILLINOIS
MARCH 17, 2020**

Emergency Regulations and Orders

I hereby direct and order as follows:

1. *Emergency Purchasing.* I order that the Village may enter into contracts for the emergency purchase of goods and services that may be necessary for the preparation for, response to, and recovery from, the COVID-19 pandemic. The Village President and the Village Manager are hereby authorized to execute such contracts in accordance with applicable law.
2. *Emergency Staffing.* This Declaration constitutes a declaration of civil emergency under the Village's collective bargaining agreements and other applicable provisions of law. Accordingly, I direct the Village Manager to implement such emergency staffing protocols and procedures as may be necessary for the preservation of public health and safety, and for the preservation of the health of Village employees. Specifically, and without limitation of the foregoing, the Village Manager is authorized to implement alternative staffing protocols, procedures, and shifts for the Village Police, Fire, and Public Works Departments, as well as the Water & Electric, Community Development, Finance, and Administration Departments.
3. *Cooperation with Other Government Agencies.* I direct all Village officials and employees to take all practicable steps to coordinate the Village's resources and emergency operations with the State of Illinois, the County of Cook, and other local governments in and around the Village, to best utilize resources of all agencies in the area for the preparation for, response to, and recovery from, the COVID-19 pandemic.

Pursuant to the authority vested in me pursuant to Section 3.32.010.J of the Village Code, I reserve the right to issue additional emergency regulations and orders in furtherance of this Declaration. Notice of any additional regulations and orders will be provided to the Village Clerk, posted on the Village website, and otherwise provided to the general public as quickly as practicable.

Effective Date and Period of Emergency

This Declaration shall take effect immediately, and shall expire automatically upon the first to occur of: (i) the adjournment of the next regular or special or emergency meeting of the corporate authorities of the Village; and (ii) 11:59 p.m. on the date that is seven days after the date of this Declaration; provided, however, that the corporate authorities, in their discretion, may extend the duration of this Declaration by a majority vote at any regular, special, or emergency meeting of the corporate authorities.

[SIGNATURE PAGE FOLLOWS]

**DECLARATION OF EMERGENCY
VILLAGE OF WINNETKA, ILLINOIS
MARCH 17, 2020**

Signed and sealed with the official seal of the Village of Winnetka on this 17th day of March, 2020.

B



Christopher Rintz
Village President
Village of Winnetka

Village Seal

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

ACKNOWLEDGMENT

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Christopher Rintz, the Village President of the Village of Winnetka, Illinois, personally known to me, appeared before me, under oath, this day in person and acknowledged that in such capacity he signed and delivered the said instrument, as his free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 17th day of March, 2020.



NOTARY PUBLIC

