



Village of Winnetka

Village Council Regular Meeting

January 17, 2023 at 7:00 PM
Village Hall
510 Green Bay Road

AGENDA

- 1. Call to Order**
- 2. Pledge of Allegiance**
- 3. Quorum**
 - a. January 31, 2023 Special Meeting
 - b. February 7, 2023 Regular Meeting
 - c. February 14, 2023 Study Session
 - d. February 21, 2023 Regular Meeting
- 4. Public Comments**
- 5. Reports**
- 6. Approval of Agenda**
- 7. Consent Agenda**
 - a. Approval of Warrant Lists dated December 16, 2022 - December 29, 2022 and December 30, 2022 - January 12, 2023
 - b. Ordinance No. MC-01-2023: Sign Code Amendments (Adoption)
 - c. Ordinance No. M-01-2023: Authorizing the Disposition of Surplus Personal Property Owned by the Village of Winnetka (Adoption)
 - d. Resolution No. R-03-2023: Sixth Amendment to a License Agreement with Chicago SMSA Limited Partnership, D/B/A Verizon Wireless (Adoption)
 - e. Resolution No. R-06-2023: Rejecting all Bids, Waiving Bidding Requirements, and Awarding a Contract to Asplundh Tree Expert Company for Utility Line Clearance Services (Adoption)
 - f. Resolution No. R-10-2023: Approving Change Order No. 3 to the Contract with Maple Cable Construction, Inc. for Directional Boring Work (Adoption)
 - g. Resolution No. R-11-2023: Approving a Contract with American Combustion Service, Inc. for Brickwork Repairs to Boiler #5 (Adoption)
 - h. Resolution No. R-12-2023: Rejecting all Bids, Waiving Bidding Requirements, and Awarding a Contract to Weg Transformers USA, LLC for a 750 kVA Pad Mount Transformer (Adoption)
 - i. Resolution No. R-16-2023: Executime Software Purchase (Adoption)
 - j. Resolution No. R-17-2023: Winnetka Music Fest License Agreement (Adoption)
- 8. Ordinances and Resolutions**

- a. Ordinance No. M-03-2023: 1303 - 1311 Scott Subdivision & Variation (Introduction/Adoption)
- b. Resolution No. R-13-2023: Approving a Contract with Independent Mechanical Industries, Inc. for Tube Installation and Boiler Casing Replacement In Boiler #8 (Adoption)

9. Old Business

- a. One Winnetka Revised Planned Development Concept Plan Review

10. New Business

11. Appointments

12. Closed Session

13. Adjournment

NOTICE

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

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



Agenda Item Executive Summary

TITLE: Approval of Warrant Lists dated December 16, 2022 - December 29, 2022 and December 30, 2022 - January 12, 2023

PRESENTER: Robert M. Bahan

AGENDA DATE: January 17, 2023

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

None.

EXECUTIVE SUMMARY:

The Warrant Lists dated December 16, 2022 - December 29, 2022 and December 30, 2022 - January 12, 2023

RECOMMENDATION:

Consider approving the Warrant Lists dated December 16, 2022 - December 29, 2022 and December 30, 2022 - January 12, 2023.

ATTACHMENTS:

None



Agenda Item Executive Summary

TITLE: Ordinance No. MC-01-2023: Sign Code Amendments (Adoption)

PRESENTER: David Schoon

AGENDA DATE: January 17, 2023

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

- 10/11/2022 - Council held a study session to review the Design Review Board recommendations regarding amendments to the Village Sign Code and Design Guidelines regarding window signs and sign variation standards. (<https://winnetkail.portal.civicclerk.com/event/534/overview>)
- 1/3/2023 - Council considered adoption of Ordinance No. MC-01-2023 (<https://winnetkail.portal.civicclerk.com/event/472/overview>)

EXECUTIVE SUMMARY:

On January 17, 2023, the Village Council is scheduled to consider adoption of Ordinance No. MC-01-2023, an Ordinance Amending Chapter 15.60 of the Winnetka Village Code and the Village's Design Guidelines Concerning Sign Regulations. (Attachment 1).

At its October 11, 2022, Study Session, the Council reviewed the Design Review Board's recommendations regarding proposed amendments to the Village's requirements regarding window sign requirements and design guidelines as well as sign variation standards. The Council like the approached the Board recommended which would allow staff to review and approve certain window signs, while requiring Design Review Board approval of others. The Council asked that one change be made to the proposed sign variation amendments and that is that the Sign Code allow an applicant to request a sign code variation to allow a sign to be painted directly on the wall of a building, fence, or similar structure.

At its January 3, 2023, meeting, the Council approved introduction of Ordinance MC-01-2023, which incorporated the one change requested at the October 11, 2022, Study Session.

RECOMMENDATION:

The Village Council is scheduled to consider adoption of Ordinance No. MC-01-2023, an Ordinance Amending Chapter 15.60 of the Winnetka Village Code and the Village's Design Guidelines Concerning Sign Regulations.

ATTACHMENTS:

1. Ordinance No. MC-01-2023: Amending Chapter 15.60 of the Winnetka Village Code and the Village's Design Guidelines Concerning Sign Regulations

ORDINANCE NO. MC-01-2023

**AN ORDINANCE AMENDING CHAPTER 15.60 OF THE WINNETKA
VILLAGE CODE AND THE VILLAGE'S DESIGN REVIEW GUIDELINES
CONCERNING SIGN REGULATIONS**

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

WHEREAS, Chapter 15.60 of the Winnetka Village Code, as amended ("*Village Code*"), regulates the installation signs ("*Sign Regulations*"); and

WHEREAS, the Village has adopted Design Review Guidelines, which among other things, govern the design of signs in the Village; and

WHEREAS, the Village desires to amend the Sign Regulations and Design Review Guidelines to update, modernize, and make more efficient the regulations governing signs and the sign review and permitting process; and

WHEREAS, the Village Council has determined amending the Sign Regulations as set forth in this Ordinance is in the best interests of the Village;

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

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

SECTION 2: AMENDMENT TO SECTION 15.60.090 OF THE VILLAGE CODE. Section 15.60.090, titled "Permitted Temporary Signs," of Chapter 15.60, titled "Signs," of Title 15, titled "Buildings and Construction," of the Village Code shall be amended to read as follows:

"Section 15.60.090 Permitted temporary signs.

- A. Signs Permitted. The following temporary signs shall be allowed without a permit; provided, they meet the requirements of this section; and provided further, that, unless specifically provided otherwise, the area of the sign shall not exceed eight (8) square feet:

* * *

5. Window signs displayed on nonresidential premises located in a commercial zoning district to advertise special sales of merchandise or special commercial events, subject to the following conditions:

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- a. No such sign may be illuminated;
- b. No such sign shall be more than eight square feet in area and the total area of all temporary window signs, ~~both temporary and permanent~~, shall not exceed ~~the ten (10) percent~~ of the window area ~~limitation for window signs as provided in Section 15.60.120(B)(1)(d);~~;
- c. No such sign shall be displayed for more than thirty (30) days;

* * *

SECTION 3: AMENDMENT TO SECTION 15.60.120 OF THE VILLAGE CODE.

Section 15.60.120, titled “Commercial Signs,” of Chapter 15.60, titled “Signs,” of Title 15, titled “Buildings and Construction,” of the Village Code shall be amended to read as follows:

“Section 15.60.120 Commercial signs.

- A. Defined. All signs not included or regulated in Sections 15.60.080, 15.60.090, 15.60.100 and 15.60.110 and not exempt pursuant to Section 15.60.070 shall be deemed to be commercial signs for the purposes of this chapter, regardless of the zoning district in which the signs are located.
- B. Regulations. Commercial signs of any type not prohibited by Section 15.60.060 may be displayed, subject to obtaining a permit pursuant to this chapter; provided, they comply with the following regulations and the general standards set forth in Section 15.60.130:
 - 1. Wall Signs ~~and Window Signs~~.
 - a. No wall sign shall contain information other than the name of the occupant or business, a maximum of three words containing a generic description of the types of products or services, and the occupant's logo or trademark.
 - b. No wall sign ~~or window sign~~ shall exceed seventy (70) square feet in area.
 - c. Wall signs shall be placed substantially parallel to the surface of the wall.
 - d. ~~Window signs may be displayed on the street exposure or nonstreet exposure windows of an occupant; provided that, the total area of window signs in any single window pane or~~

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~~any single section of window shall not exceed ten (10) percent of the area of the single window pane or single section of window on which it is located.~~

- ~~e. For each street exposure the total area of all window signs, wall signs and awning signs other than exempt signs, permitted directional signs, display case signs, and incidental signs of this section, shall not exceed fifteen (15) percent of the total area of street exposure.~~
- ~~f. In buildings with more than one commercial premises, the total area of all commercial wall signs, window signs, and awning signs shall be limited to fifteen (15) percent of the area of street exposure of the occupant of each such premises.~~
- gd. Commercial wall signs shall be displayed only upon street exposures; except that one wall sign not exceeding twenty (20) square feet in area may be displayed by each occupant on each nonstreet exposure of the premises occupied by such occupant; provided that, such signs shall not be located above the second floor window sill level and shall not be higher than fourteen (14) feet above grade if there is no second floor window sill. The total area of all such nonstreet exposure wall signs displayed on a building shall be limited to forty (40) square feet and the area of such signs shall count toward the maximum sign area allowed for the street exposure of such occupant as provided in this section. This provision shall not prohibit window signs or the painting of signs on doors.
- ~~h. In cases where an occupant of a building occupied by no more than two commercial occupants does not have any street exposure, such occupant shall be permitted to display on or attach to the building, including the doors and windows, one commercial sign the area of which shall not exceed five square feet. The area of such sign shall be included in the fifteen (15) percent overall limitation established in this section.~~
- ie. In addition to other signs displayed on or attached to a building, a building occupied by three or more commercial occupants may display a directory type wall sign (subject to the fifteen (15) percent limitations contained within subsections (B)(1)(e) and (B)(1)(f) of this section) which lists only the names of such commercial occupants and the name of the building. The total area of such a directory-type sign

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shall not exceed thirty-five (35) square feet in area and no one individual listing shall exceed three square feet in area.

- f. For a building that contains more than one type of sign (e.g. wall, window, awning, etc.) on a street exposure, a sign must also comply within subsection 15.60.120.B.9.

2. Window Signs.

- a. A window sign that meets all of the following requirements may be administratively approved by the Director of Community Development or their designee. A sign that does not meet all the following requirements must be reviewed and approved by the Design Review Board.

- i. Window signs may be displayed on the street exposure or nonstreet exposure windows of an occupant; provided that, the total area of window signs in any single window pane or any single section of window shall not exceed 10 percent of the area of the single window pane or single section of window on which it is located, except window signs in a door window or transom window shall not exceed 50 percent of the window pane.

- ii. Letters and logos that are part of a window sign shall be no taller than eight inches, except: (i) one logo and the first letter of each word may be up to and no taller than 24 inches; and (ii) lettering that lists store hours and contact information shall be limited to 2 inches in height.

- iii. Overall height of a window sign shall be limited to one-third of the height of the glass area, and the width of a window sign shall be limited to 90 percent of the glass width.

- iv. Decal window signs shall be die-cut and limited to individual letters and logos (e.g., they do not have a background panel).

- v. Decal window signs shall be limited to two colors.

- vi. Floating window signs shall be limited to letters and logos of no more than two colors on a solid

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background of another color, for a total of three colors.

vii. Highly reflective materials are not permitted as part of a window sign.

viii. No window sign shall be illuminated.

ix. A window sign shall be only located in the lower two-thirds of the window opening. This regulation does not apply to a window sign in a door window or transom window.

x. No window sign shall extend over or through architectural features, including but not limited to window muntins.

xi. A decal window sign shall only be applied to the interior of the window.

x. Street exposures with more than one type of sign must also comply with subsection 150.120.B.9.

b. A window sign that does not meet all of the requirements for administrative approval listed in subsection 15.60.120.B.2.a. shall require a certificate of appropriateness issued pursuant to Section 15.60.150 of this Code. In addition, such signs shall meet the following requirements. Any variation from the following requirements, when permitted by this Code, shall require approval of a variation pursuant to Section 15.60.250 of this Code.

i. Window signs may be displayed on the street exposure or nonstreet exposure windows of an occupant; provided that, the total area of window signs in any single window pane or any single section of window shall not exceed 10 percent of the area of the single window pane or single section of window on which it is located, except window signs in a door window or transom window shall not exceed 50 percent of the any single window pane.

ii. Decal window signs shall be die-cut and limited to individual letters and logos (i.e. do not have a background panel).

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iii. Window signs shall only be externally illuminated, and may not be illuminated in any other manner.

iv. Street exposures with more than one type of sign must also comply with subsection 15.60.120.B.9.

23. Projecting Signs.

* * *

34. Freestanding signs.

* * *

45. Awning signs.

* * *

56. Directional and incidental signs.

* * *

67. Signs on or accessory to automobile service stations and car washes. Signs on or accessory to automobile service stations and car washes shall conform to all regulations contained in this chapter and shall be limited to four signs per establishment. In computing the number of signs displayed, however, the following shall not be deemed to constitute signs on such premises:

* * *

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

* * *

9. Street exposures. Street exposures with more than one type of sign must comply with the following additional requirements:

a. The total area of all window signs, wall signs, and awning signs shall not exceed 15 percent of the total area of street exposure. This provision shall not apply to exempt signs.

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permitted directional signs, display case signs, and incidental signs.

b. In buildings with more than one commercial premises, the total area of all commercial wall signs, window signs, and awning signs on each premises shall not exceed 15 percent of the area of street exposure of each premises.

c. In cases where an occupant of a building occupied by two or fewer commercial premises does not have any street exposure, such occupants shall be permitted to display on or attach to the building, including on the doors and windows, one commercial sign provided that the area of the sign does not exceed five square feet. The area of the sign shall be included in the 15 percent limitation in subsection 15.60.120.B.2.9.a.”

SECTION 4: AMENDMENT TO SECTION 15.60.130 OF THE VILLAGE CODE.

Section 15.60.130, titled “General Standards,” of Chapter 15.60, titled “Signs,” of Title 15, titled “Buildings and Construction,” of the Village Code shall be amended to read as follows:

“Section 15.60.130 General standards.

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

A. Sign Measurement.

1. Area to Be Included. The supporting structure or bracing of a sign shall be omitted in measuring the area of the sign unless such structure or bracing is made part of the message or face of the sign. When a sign has more than one display face, all faces shall be included in determining the area of the sign; provided that, if the distance between the sign faces of a two-faced sign does not exceed ~~twelve~~ (12) inches, the area of the sign shall be measured as the area of one face.
2. Area of Sign With Background Panel. A sign placed or painted on a background panel shall be measured by computing the area of the background panel.
3. Area of Sign Without Background Panel. A sign with individual letters or symbols placed separately on a building wall, window, awning, or other structure without a background panel shall be measured as the sum of the area areas of the smallest regular

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geometric figures that can separately encompass all words, letter areas, figures, emblems, and other elements of the sign.

4. ~~Sign Spacing. No sign wording, illustration or element that is less than two feet from any other sign wording, illustration or element shall be considered a separate sign for purposes of calculating sign area.~~
54. Sign Height. The height of a sign shall be measured from the adjacent natural grade, to the highest point of the sign.

* * *

SECTION 5: AMENDMENT TO SECTION 15.60.150 OF THE VILLAGE CODE.

Section 15.60.150, titled “Certificate of Appropriateness,” of Chapter 15.60, titled “Signs,” of Title 15, titled “Buildings and Construction,” of the Village Code shall be amended to read as follows:

“Section 15.60.150 Certificate of appropriateness.

- A. Application for Preliminary Consideration. If requested in writing by a prospective applicant for a sign permit, the Board shall give preliminary consideration to a specific project before a formal application is filed, and shall provide recommendations on matters pertaining to the purpose, intent, standards and criteria of this chapter it may deem appropriate to guide the prospective applicant in developing a plan for signage that will comply with this chapter. The preliminary consideration is advisory only and no approval or denial shall be given during such preliminary consideration.
- B. Final Approval. Upon receipt of a complete application, the Board shall, as soon as practicable, consider whether a certificate of appropriateness should be issued. A certificate of appropriateness shall not be required for signs that are either exempt from this requirement or may be approved by the Director of Community Development or their designee pursuant to the provisions of this Chapter.

* * *

- F. Standards and Criteria for Issuance. The following factors and characteristics relating to the safety and appearance of signage, shall govern the ~~b~~Board's evaluation of design submittals:
 1. The sign area ~~shall not exceed the maximum permitted area and~~ shall be in proportion and scale to the building or to other buildings or signs in the surrounding area;

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2. **A signage package for a business establishment that includes**
Projects which include a number of signs and graphics shall have an overall plan **that demonstrates the compatibility of the design and colors of all the signs that are part of that package;**
3. The amount of **text and graphics** information contained in or on any sign or group of signs shall be limited so that it results in a clear and readable design;
4. Signs and graphics shall have a harmonious relationship with nearby signs, buildings and the neighborhood, and shall be designed so as not to adversely affect adjacent structures. In this respect the sign shall ~~be related~~ **relate** to its building, structure and neighborhood in terms of size, shape, material, color, texture, lettering, location, arrangement, lighting, and the like;
5. Colors shall be used with restraint and excessive brightness shall be avoided;
6. ~~External lighting shall be arranged so that the light source is screened from view;~~
- ~~7~~**6**. The additional provisions of this chapter, as specified in this chapter, shall be part of the criteria of the design review process.”

SECTION 6: AMENDMENT TO SECTION 15.60.250 OF THE VILLAGE CODE.

Section 15.60.250, titled “Variations,” of Chapter 15.60, titled “Signs,” of Title 15, titled “Buildings and Construction,” of the Village Code shall be amended to read as follows:

“Section 15.60.250 Variations.

- A. Any person may apply to the Sign Board for a variation from the terms of this chapter and a permit to construct or alter or maintain any sign which does not conform to the requirements of this chapter.
- B. No variation application shall be accepted unless it is complete. Variation applications shall be made on forms provided by the Director. Variation application fees shall be set from time to time by resolution of the Village Council.
- C. ~~Variations shall be permitted only if:~~ **In considering whether a variation should be granted, the Sign Board shall consider the following factors as may be applicable:**
 1. ~~They are~~ **The variations would be** in harmony with the general purpose and intent of this chapter;~~and~~

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2. ~~The plight of the petitioner is due to unusual circumstances; and~~ **Given the design elements of the building or site on which the sign will be located, the design of the sign is as compatible, if not more compatible, with character of the business district than the standard sign regulations would otherwise allow;**
 3. ~~There are practical difficulties or particular hardship in the way of carrying out the strict requirements of this chapter;~~ **For window signs, the design of the sign would not significantly inhibit the viewing of store products, activities, or services; ,and**
 4. ~~The variation will not alter the essential character of the locality.;~~
 5. **The design of the sign is contextually appropriate for the type of business; and**
 6. **The design of the sign exhibits a high degree of artistic embellishment.**
- D. Every variation granted by the Sign Board shall be accompanied by findings and facts specifying the reasons for granting the variation.
- E. Notwithstanding the provisions of this section, the Sign Board shall not have the power to:
1. Permit signs that are prohibited **by Section 15.60.060 of this Code unless the Sign Board determines that the variation would allow a type of sign that: (i) has previously been used on the building on which the proposed sign is to be located; (ii) historically has been customarily used by the type of business requesting the prohibited sign type; or (iii) is a Sign painted directly on the wall of a building, fence, or similar structure and the proposed sign would not be detrimental to the aesthetics of the building, the structure, or the surrounding area;**
 2. Waive permit requirements;
 3. Permit signs which violate the safety and maintenance provisions of Section 15.60.130;
 4. Vary the nonconforming sign provisions of Section 15.60.450**200** as applied to any given sign.”

SECTION 7: AMENDMENT TO THE DESIGN REVIEW GUIDELINES. Section VII Articulation, Subsection c. - Building Signs of the Village’s Design Review Guidelines are amended in the manner set forth in **Exhibit A** attached hereto and incorporated herein.

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SECTION 8: SEVERABILITY. If any provision of this Ordinance or part thereof is held invalid by a court of competent jurisdiction, the remaining provisions of this Ordinance shall remain in full force and effect, and shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Ordinance to the greatest extent permitted by applicable law.

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

PASSED this 17 of January, 2023, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this ____ day of _____, 2023.

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 _____,
2023.

Introduced: January 3, 2023

Passed and Approved: _____, 2023

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EXHIBIT A
AMENDMENTS TO DESIGN REVIEW GUIDELINES

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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.



Agenda Item Executive Summary

TITLE: Ordinance No. M-01-2023: Authorizing the Disposition of Surplus Personal Property Owned by the Village of Winnetka (Adoption)

PRESENTER: Brian Keys

AGENDA DATE: January 17, 2023

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

Ordinance No. M-01-2023: Authorizing the Disposition of Surplus Personal Property Owned by the Village Of Winnetka was introduced at the January 3, 2023, Village Council Meeting.

EXECUTIVE SUMMARY:

During the calendar year, the Village of Winnetka's operating departments have material and equipment that have reached the end of their useful lives, are not capable of re-use, or no longer useful to the Village. The Water & Electric Department routinely monitors the condition of its equipment and retires equipment such as transformers, meters, switchgear, and cable as it becomes obsolete or too costly to repair, or when it becomes unsuitable for further use due to factors such as its size, short length, mechanical damage or electrical failure. The Police Department gains possession of items of abandoned, lost, stolen, or illegally-possessioned personal property and transfers custody of this personal property to the Village pursuant to Section 3 of the Illinois Law Enforcement Disposition of Property Act, 765 ILCS 1030/3.

In addition to those items routinely disposed of by the Water & Electric Department and the Police Department, staff is also requesting approval to dispose of audio/video equipment, vehicles, welders, vehicle light bars and furniture. A detailed listing of these items and the associated VIN/serial number, when applicable, is listed on Exhibit A of the Ordinance.

Ordinance No. M-01-2023, prepared by the Village Attorney, authorizes the Village Manager, or his designee, to dispose of such items of Surplus Property deemed to be no longer necessary or useful to the Village during the 2023 calendar year in a manner to be determined by the Village Manager, in his discretion. The ordinance also authorizes the Village President and Village Clerk to execute and attest, all documents necessary to complete the disposition of the Surplus Property.

The Ordinance was introduced at the January 3, 2023, Village Council Meeting.

RECOMMENDATION:

Consider adoption of Ordinance No. M-01-2023, titled "an Ordinance Authorizing the Disposition of Surplus Personal Property Owned by the Village of Winnetka."

ATTACHMENTS:

1. Ordinance No. M-01-2023: Disposition of Surplus Personal Property Adoption

**AN ORDINANCE
AUTHORIZING THE DISPOSITION OF
SURPLUS PERSONAL PROPERTY
OWNED BY THE VILLAGE OF WINNETKA**

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

WHEREAS, the Village has identified certain: (i) equipment and materials owned by the Village and used by the Village Water and Electric, Public Works, Fire, and Police Departments that have reached the end of their useful lives, are not capable of re-use by the Village, and are no longer necessary or useful to, or for the best interests of, the Village; and (ii) items of abandoned, lost, stolen, or illegally-possessioned personal property in the custody of the Village pursuant to Section 3 of the Illinois Law Enforcement Disposition of Property Act, 765 ILCS 1030/3, which items of personal property have reached the end of their useful lives, are not capable of re-use by the Village, and are no longer necessary or useful to, or for the best interests of, the Village (collectively, the "***Surplus Property***"); and

WHEREAS, the Village Council desires to authorize the Village Manager to dispose of the Surplus Property; and

WHEREAS, the Village Council has determined that it is in the best interests of the Village to authorize the Village Manager to dispose of Surplus Property as set forth in this Ordinance;

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

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

SECTION 2: AUTHORIZATION TO DISPOSE OF SURPLUS PROPERTY. Pursuant to the Village's home rule authority, the Village Council hereby authorizes the Village Manager, or the Manager's designee, to: (i) dispose of the Surplus Property listed in **Exhibit A** attached, and by this reference incorporated into this Ordinance, in a manner to be determined by the Village Manager, in the Manager's discretion; and (ii) deem any item owned by the Village as Surplus Property provided that it meets the definition of Surplus Property set forth in this Ordinance that the Village may possess during the remaining portion of the 2023 calendar year, in a manner to be determined by the Village Manager, in the Manager's discretion.

SECTION 3: EXECUTION OF REQUIRED DOCUMENTATION. The Village Manager and the Village Clerk are hereby authorized to execute and attest, on behalf of the Village, all documents necessary to complete the disposition of the Surplus Property authorized pursuant to Section 2 of this Ordinance.

SECTION 4: EFFECTIVE DATE. This Ordinance will be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

PASSED this 17 day of January, 2023, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this ____ day of January, 2023.

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 _____, 2023.

Introduced: January 3, 2023

Passed and Approved: January __, 2023

EXHIBIT A

SURPLUS PROPERTY

Description	VIN # or Serial #	Department (Vehicle #)
2011 Ford Expedition	1FMJU1G50BEF29109	Water & Electric (Unit #68)
2004 John Deere 410G Loader Backhoe	T0410GX940680	Water & Electric (Unit #150)
2006 Ford Ranger	1FTYR15E86PA54679	Public Works (Unit #6)
2009 Ford Fusion	3FAHP06Z19R100700	Finance (Unit #86)
2011 Dodge Caravan	2D4RN4DG0BR614517	Public Works (Unit #95)
2011 Ford Taurus	1FAHP2HW2BG106453	Public Works (Unit # 99)
Partner K750 Concrete saw	80701304	Public Works
Partner K1200 Concrete saw	5380008	Public Works
Stihl MS261C saw	503927714	Public Works
Fire Power FP-55 plasma cutter	2613783	Fleet
Fire Power FP-130 110V mig welder	507081*F05	Fleet
Miller Millermatic 200 208V mig welder	JE785434-1984	Fleet
Herman Miller desk chair	N/A	Community Development
Hon desk chair	N/A	Community Development
Federal Signal Arjent S2 44" Red Blue LED light bar (1)	N/A	Police Department
Federal Signal Arjent S2 53" Red Blue LED light bars (2)	N/A	Police Department
AV Equipment (Cameras, Monitors, Projectors, Cables)	N/A	Manager's Office
Sharp Microwave	N/A	Manager's Office
GE Mini Refrigerator	N/A	Manager's Office



Agenda Item Executive Summary

TITLE: Resolution No. R-03-2023: Sixth Amendment to a License Agreement with Chicago SMSA Limited Partnership, D/B/A Verizon Wireless (Adoption)

PRESENTER: Brian Keys

AGENDA DATE: January 17, 2023

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

On November 20, 2007, the Village entered into a license agreement with Chicago SMSA Limited Partnership d/b/a Verizon Wireless, which allowed certain wireless communication antennas and equipment to remain on the smokestack and within the Electric Plant for operation of Verizon's consumer wireless telecommunications system. The equipment and antennas were originally installed pursuant to a 1990 license agreement between the Village and Verizon Wireless. The Village Council has previously approved five amendments to the 2007 license agreement.

EXECUTIVE SUMMARY:

Chicago SMSA Limited Partnership (Verizon Wireless) is requesting to make changes to the existing cellular equipment located at the Electric Plant, 725-735 Tower Road. When completed, the changes will improve network capacity in the area and further their 5G technology. The proposed equipment modifications involve replacement of antennas on the stack, relocation of existing antennas, replacement of remote radio units, and the installation of additional communications equipment within the shelter. The antennas and mounting brackets will be painted the same color as the stack. Staff has reviewed the proposed plans and confirmed that the modifications will not impact the operations of the Water & Electric Department. Exhibit A of the amendment contains the specific changes planned for their equipment.

The annual license fee for this site is \$91,856. As specified in the proposed amendment, Verizon Wireless has agreed to an increase of \$21,840.24 in consideration for the Sixth Amendment that will be implemented for the term-year that started on November 1, 2022.

Resolution No. R-03-2023, prepared by the Village Attorney authorizes the Village President to execute and the Village Clerk to attest the Sixth Amendment to the 2007 Cellular Antenna License Agreement between the Village of Winnetka and Chicago SMSA Limited Partnership, d/b/a Verizon Wireless.

RECOMMENDATION:

Consider adopting Resolution No. R-03-2023, approving the Sixth Amendment to the 2007 Cellular Antenna License Agreement between the Village of Winnetka and Chicago SMSA Limited Partnership, d/b/a Verizon Wireless.

ATTACHMENTS:

1. Resolution No. R-03-2023: Approving Sixth Amendment to Agreement with Verizon for Cellular Antenna Site

RESOLUTION NO. R-03-2023

**A RESOLUTION
APPROVING A SIXTH AMENDMENT TO A LICENSE AGREEMENT WITH
CHICAGO SMSA LIMITED PARTNERSHIP, D/B/A VERIZON WIRELESS**

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

WHEREAS, the Village is the owner of the property located at 725 and 735 Tower Road, Winnetka, Illinois, and commonly known as the Village Water and Electric Plant ("**Property**"); and

WHEREAS, on November 20, 2007, the Council of the Village of Winnetka ("**Village Council**") adopted Resolution R-45-2007, approving an agreement to allow Chicago SMSA Limited Partnership, d/b/a Verizon Wireless ("**Verizon**") to install and operate certain telecommunication equipment at the Property ("**Original License Agreement**"); and

WHEREAS, on December 14, 2010, June 21, 2011, June 24, 2014, June 7, 2016, and August 15, 2017 the Village Council adopted Resolutions R-41-2010, R-24-2011, R-17-2014, R-34-2016, and R-58-2017, respectively, authorizing five amendments to the Original License Agreement (collectively, "**Prior Amendments**") (the Original License Agreement, as amended by the Prior Amendments, is the "**License Agreement**"); and

WHEREAS, Verizon desires to further amend the License Agreement to: (i) upgrade certain antennas, radio units, and cabling at the Property; and (ii) install additional telecommunications facilities at the Property capable of providing 5G internet services (collectively, "**Equipment**"); and

WHEREAS, the Village and Verizon desire to enter into a sixth amendment to the License Agreement to allow Verizon to upgrade and install the Equipment ("**Sixth Amendment**"); 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 Sixth Amendment with Verizon;

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 SIXTH AMENDMENT. The Village Council approves the Sixth Amendment in substantially the form attached to this Resolution as **Exhibit A** and in final form approved by the Village Attorney.

SECTION 3: AUTHORIZATION TO EXECUTE SIXTH AMENDMENT. The Village Council authorizes and directs the Village President and the Village Clerk to execute and

attest, respectively, on behalf of the Village, the Sixth Amendment after receipt by the Village Manager of two executed copies of the Sixth Amendment from Verizon; provided, however, that if the Village Manager does not receive two executed copies of the Sixth Amendment from Verizon within 60 days after the date of adoption of this Resolution, then this authority to execute and seal the Sixth Amendment will, at the option of the Village Council, be null and void.

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

ADOPTED this 17th day of January, 2023, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

Signed

Village President

Countersigned:

Village Clerk

EXHIBIT A
SIXTH AMENDMENT

**SIXTH AMENDMENT TO AGREEMENT PERMITTING
A CELLULAR ANTENNA SITE AT THE WATER AND ELECTRIC PLANT
BETWEEN THE VILLAGE OF WINNETKA AND CHICAGO SMSA LIMITED
PARTNERSHIP, d/b/a VERIZON WIRELESS**

THIS IS A SIXTH AMENDMENT ("*Sixth Amendment*"), dated as of _____, 2022, to that certain Agreement Permitting a Cellular Antenna Site at the Water & Electric Plant, dated November 1, 2007, ("*Original License Agreement*") by and between the **VILLAGE OF WINNETKA**, an Illinois home rule municipal corporation ("*Licensor*"), and **CHICAGO SMSA LIMITED PARTNERSHIP**, d/b/a Verizon Wireless, an Illinois limited partnership ("*Licensee*").

SECTION 1. RECITALS.

A. Licensor owns and operates a water and electric plant located at the property commonly known as 725 and 735 Tower Road, Winnetka, Illinois ("*Property*").

B. On November 20, 2007, the Council of the Village of Winnetka ("*Village Council*") adopted Resolution R-45-2007, approving and authorizing execution of the Original License Agreement permitting Licensee to use portions of the Property for the installation and operation of Licensee's cellular telecommunication antennas, equipment, and related structures.

C. On December 14, 2010, June 21, 2011, June 24, 2014, June 7, 2016, and August 15, 2017 the Village Council adopted Resolutions R-41-2010, R-24-2011, R-17-2014, R-34-2016, and R-58-2017, respectively, authorizing five amendments to the Original License Agreement (collectively, "*Prior Amendments*") (the Original License Agreement, as amended by the Prior Amendments, is the "*License Agreement*").

D. Verizon desires to further amend the License Agreement to: (i) upgrade certain antennas, radio units, and cabling at the Property; and (ii) install additional telecommunications facilities at the Property capable of providing 5G internet services.

SECTION 2. DEFINITIONS; RULES OF CONSTRUCTION.

A. **Definitions.** All capitalized words and phrases used throughout this Sixth Amendment have the meanings set forth in the various provisions of this Sixth Amendment. If a word or phrase is not specifically defined in this Sixth Amendment, it has the same meaning as in the License Agreement.

B. **Rules of Construction.** Except as specifically provided in this Sixth Amendment, all of the terms and provisions of the License Agreement, as amended by the Prior Amendments, remain unchanged and in full force and effect. In the event of a conflict between the text of the License Agreement and the text of this Sixth Amendment, the text of this Sixth Amendment controls.

SECTION 3. AMENDMENT TO AGREEMENT.

A. Licensee Facilities. The definition of “Licensee Facilities” set forth in Section 1, titled “Definitions,” of the License Agreement is hereby deleted in its entirety and replaced with the following:

“**Licensee Facilities**” means the radio, cellular, broadband, internet, or other telecommunications equipment owned and placed by the Licensee on the Property as of November 1, 2007, pursuant to the terms and conditions of the Original License Agreement and any amendments and extensions thereto, which equipment includes the Shelter, antenna, utility lines, electronic equipment, transmission lines, coaxial cables and other cabling, radio transmitting and receiving antennas, cellular equipment, and supporting structures thereto, all as depicted on Licensee’s drawing that were attached as Exhibit C to the Original License Agreement, and amended by the Exhibits attached to the First, Second, Third, and Fifth Amendments to the License Agreement, and as further amended by the Exhibit A attached to the Sixth Amendment, which are incorporated herein by reference.”

B. Telecommunications Services. The definition of “Telecommunications Services” set forth in Section 1, titled “Definitions,” of the License Agreement is hereby deleted in its entirety and replaced with the following:

“**Telecommunications Services**” means any radio, cellular, internet, or other telecommunications services supported by the Licensee Facilities which facilitate the provision of such services exclusively to Licensee’s customers and not to customers of any other provider of radio, cellular, internet or other telecommunications services.

C. License Fee.

Section 6 of the License Agreement, titled “License Fee,” is hereby amended by adding a new Section 6(j), which shall read as follows:

“(j) The License Fee for the term year beginning November 1, 2022, shall be increased by adding \$21,840.24 to the then current License Fee, the sum of which shall be increased for the Term year beginning on November 1, 2022 and every Term year thereafter, as provided in Section 6(c) of the License Agreement”

SECTION 4. NO ALTERATION WITHOUT VILLAGE APPROVAL. The Licensee Facilities must be installed and maintained in strict accordance with **Exhibit A** attached hereto and incorporated herein. Licensee shall not install any equipment on the Property except the Licensee Facilities without the prior written approval of the Village, which approval may be withheld by the Village in its sole discretion.

SECTION 5. 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 Licensee shall pay to the Village \$1,000.00 within 90 days of execution of this Sixth Amendment to reimburse the Village for legal fees, costs,

and expenses incurred or accrued in connection with the negotiation, preparation, consideration, and review of this Sixth Amendment, in addition to any other costs, payments, fees, charges, contributions, or dedications required under applicable Village codes, ordinances, resolutions, rules, or regulations.

SECTION 6. REPRESENTATIONS.

A. By Licenser. Licenser hereby represents and warrants that: (1) the persons executing this Sixth Amendment on its behalf have been properly authorized to do so by the Village Council; (2) it has full power and authority to execute and deliver this Sixth Amendment and to perform all of its obligations imposed pursuant to this Sixth Amendment; and (3) this Sixth Amendment constitutes a legal, valid and binding obligation of Licenser enforceable in accordance with its terms.

B. By Licensee. Licensee hereby represents and warrants that: (1) the persons executing this Sixth Amendment on its behalf have full authority to bind Licensee to the obligations set forth in this Sixth Amendment and to so act on behalf of Licensee; (2) it has full power and authority to execute and deliver this Sixth Amendment and to perform all of its obligations imposed pursuant to this Sixth Amendment; and (3) this Sixth Amendment constitutes a legal, valid and binding obligation of Licensee enforceable in accordance with its terms.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Sixth Amendment to the License Agreement as of the day and year first above written.

LICENSOR:

VILLAGE OF WINNETKA, an Illinois
home rule municipal corporation

ATTEST:

By: _____
Robert M. Bahan
Village Clerk

By: _____
Christopher Rintz
Village President

LICENSEE:

**CHICAGO SMSA LIMITED
PARTNERSHIP d/b/a VERIZON
WIRELESS,**
By Cellco Partnership,
Its General Partner

ATTEST:

By: _____

By: _____

Its: _____

Its: _____

EXHIBIT A
LICENSEE FACILITIES

EXHIBIT A

APPROVALS

REAL ESTATE:
RF:
CONSTRUCTION:
EQUIPMENT ENGINEERING:
OPERATIONS:

VICINITY MAP

REGIONAL MAP

CONSULTANT TEAM

PROJECT CONSULTANT:

TERRA CONSULT NG GROUP, LTD.
600 BUSSE HIGHWAY
PARK RIDGE, IL 60068
(847) 698-6400

STRUCTURAL CONSULTANT:
(TOWER ANALYSIS)

HUTTER TRANKINA ENGINEERING
32 W 273 ARMY TRAIL RD,
SUITE #100
WAYNE, IL 60184
(630) 513-6711

STRUCTURAL CONSULTANT:
(MOUNT ANALYSIS)

BY OTHERS

MOUNT ANALYSIS STATUS:

COMPLETE

MOUNT ANALYSIS RESULTS:

PASS

MOUNT ANALYSIS DATE:

06/29/2022

STRUCTURAL ANALYSIS DATE:

06/22/2021

PROJECT TYPE

PROPOSED ANTENNA MOD FICATION ON AN EXISTING WIRELESS SITE

CONTRACTOR PMI REQUIREMENTS

PMI ACCESSED AT:

HTTPS://PMI.VZWSMART.COM

SMART TOOL VENDOR PROJECT #:

10153155

VZW LOCATION CODE (PSLC):

126473

***PMI AND REQUIREMENTS ALSO EMBEDDED IN MOUNT ANALYSIS REPORT

MOUNT MODIFICATION REQUIRED:

NONE

VZW APPROVED SMART KIT VENDORS

REFER TO MOUNT MODIFICATION DRAWINGS PAGE FOR VZW SMART KIT APPROVED VENDORS

GENERAL CONTRACTOR TO FOLLOW ALL APPLICABLE BUILD NG CODES OBSERVED BY LOCAL JURISDICTION

PROJECT INFORMATION

OCCUPANCY:

UNINHABITED

SITE ADDRESS:

725 TOWER RD.
WINNETKA, L 60093

LATITUDE:

42° 6' 58.1004" N

(APPROX MATE)

LONGITUDE:

87° 43' 52.2192" W

(APPROX MATE)

STRUCTURE OWNER:

VILLAGE OF W NNETKA

APPLICANT:

VERIZON WIRELESS
1701 GOLF ROAD,
TOWER 2 SUITE 400
ROLLING MEADOWS, IL 60008

REAL ESTATE MANAGER:

K M KUESTER (630) 903-5403

REVISIONS

NO.	DESCRIPTION	DATE	BY
1.	ISSUED FOR REVIEW	03/12/2021	JV
2.	ISSUED FOR FINALS	06/06/2021	JV
3.	ADDITION OF ROUTER SPECS	10/29/2021	RA
4.	REVISED PER COMMENTS	04/21/2022	TH
5.	ISSUED FOR FINALS	07/12/2022	TH
6.	ADDITION OF REVISED PRE EME STUDY	08/03/2022	KSS

LOC. #126473

CH WINNETKA

725 TOWER RD.
WINNETKA, IL 60093

DRAWN BY:

JV

CHECKED BY:

AU

DATE:

03/12/2021

PROJECT #:

124-893

SHEET TITLE

TITLE SHEET

SHEET NUMBER

T-1

SHEET

DRAWING INDEX

REVISION

T-1	TITLE SHEET	-
C-1	SITE LAYOUT	-
A-1	EQUIPMENT ROOM LAYOUT	-
ANT-1	SITE ELEVATION	-
ANT-2	ANTENNA LAYOUT	-
ANT-2A	PROPOSED ANTENNA LAYOUT	-
ANT-2B	PROPOSED ANTENNA LAYOUT	-
ANT-3	ANTENNA INFORMATION	-
ANT-3A	COMBINER CABLE DATA & CABLE DIAGRAM	-
ANT-4	DETAILS	-
EX-1	PHOTO EXH BIT	-

22" x 34" IS FULL SCALE | 11" x 17" IS HALF SCALE

ATTACHMENTS

RFE FCC COMPLIANCE ASSESSMENT

verizon

1701 GOLF ROAD, TOWER 2, SUITE 400
ROLLING MEADOWS, ILLINOIS 60008
PHONE: (847) 619-5397 FAX: (847) 706-7415

LOCATION NUMBER: 126473

SITE NAME: CH WINNETKA

725 TOWER RD.
WINNETKA, IL 60093

OPERATES 24 HOURS
A DAY 365 DAYS A YEAR

Call Before You Dig
JULIE
ILLINOIS
ONE CALL SYSTEM
CALL JULIE TOLL FREE
1(800) 862-0123
48 HOURS BEFORE
YOU DIG

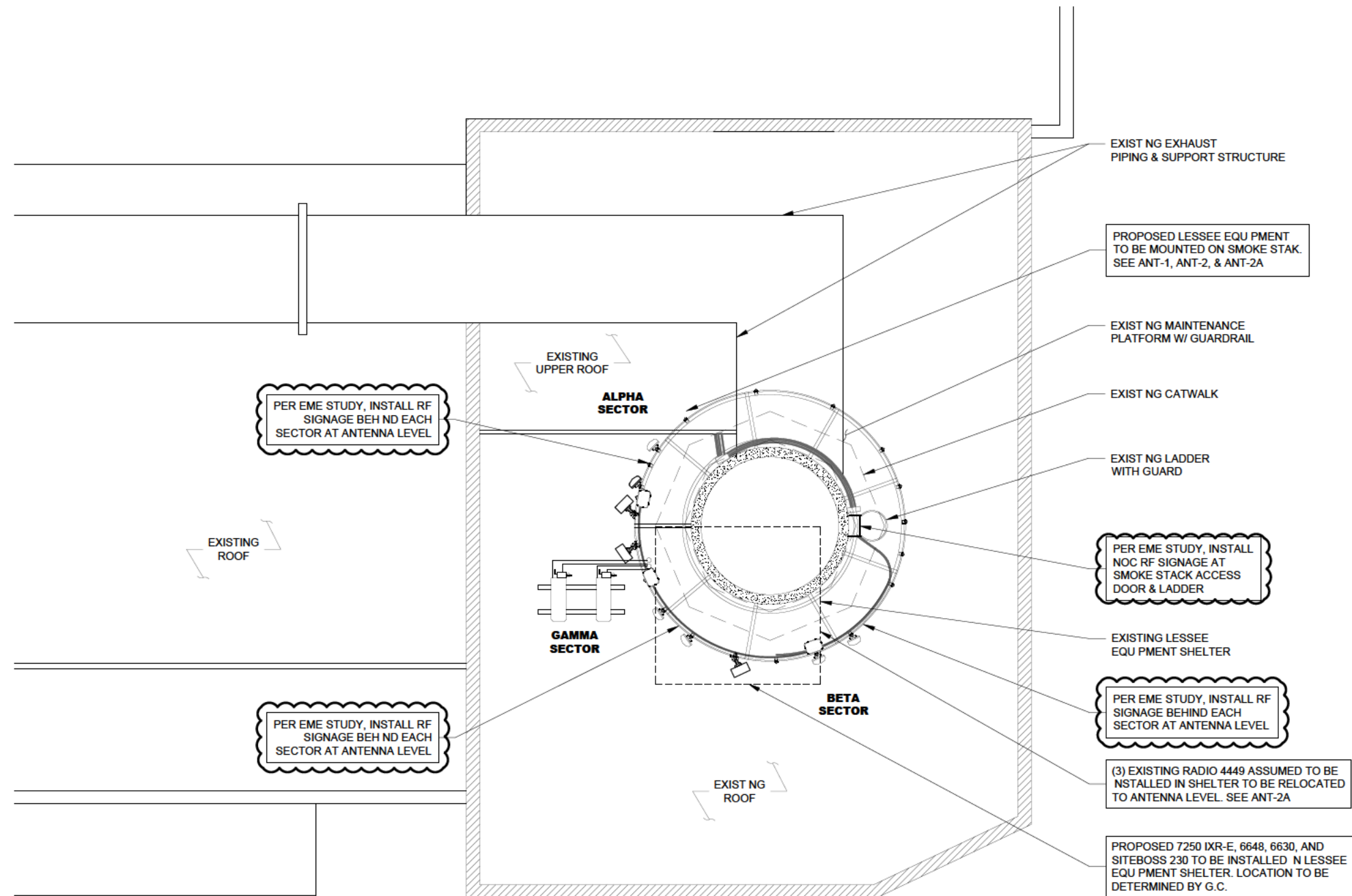
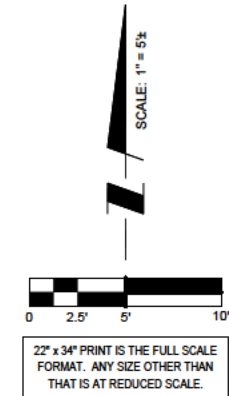
8/3/2022

Exp 11/30/2023

Page 35 of 285

G.C. TO COORDINATE W/ LESSEE COMPLIANCE, CONSTRUCTION & RF MANAGER FOR PROPER INSTALLATION OF RF SIGNAGE & CHAIN BARRIERS

1.



EXISTING SITE CONDITIONS SUPPLIED BY LESSEE. SITE VISIT WAS NOT PERFORMED FOR THIS UPGRADE.

1 SITE LAYOUT

verizon
1701 GOLF ROAD,
TOWER 2, SUITE 400
ROLLING MEADOWS, IL 60008
PHONE: (847) 619-5397
FAX: (847) 706-7415

TERRA
CONSULTING GROUP, LTD.
600 BUSSE HIGHWAY
PARK RIDGE, IL 60068
PH: 847-898-6000
FAX: 847-898-4401

REVISIONS					
NO.	DESCRIPTION	DATE	BY	TH	KSS
1.	ISSUED FOR REVIEW	03/12/2021	JV		
2.	ISSUED FOR FINALS	06/06/2021	JV		
3.	ADDITION OF ROUTER SPECS	10/29/2021	RA		
4.	REVISED PER COMMENTS	04/21/2022	TH		
5.	ISSUED FOR FINALS	07/12/2022	TH		
	ADDITION OF REVISED PRE EME STUDY	08/03/2022	KSS		

LOC. #126473
CH WINNETKA

725 TOWER RD.
WINNETKA, IL 60093

DRAWN BY:	JV
CHECKED BY:	AU
DATE:	03/12/2021
PROJECT #:	124-893

SHEET TITLE
SITE LAYOUT

SHEET NUMBER
C-1

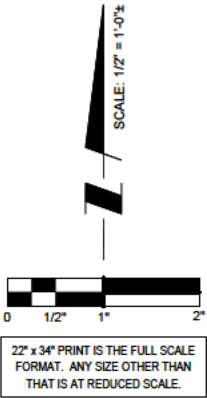
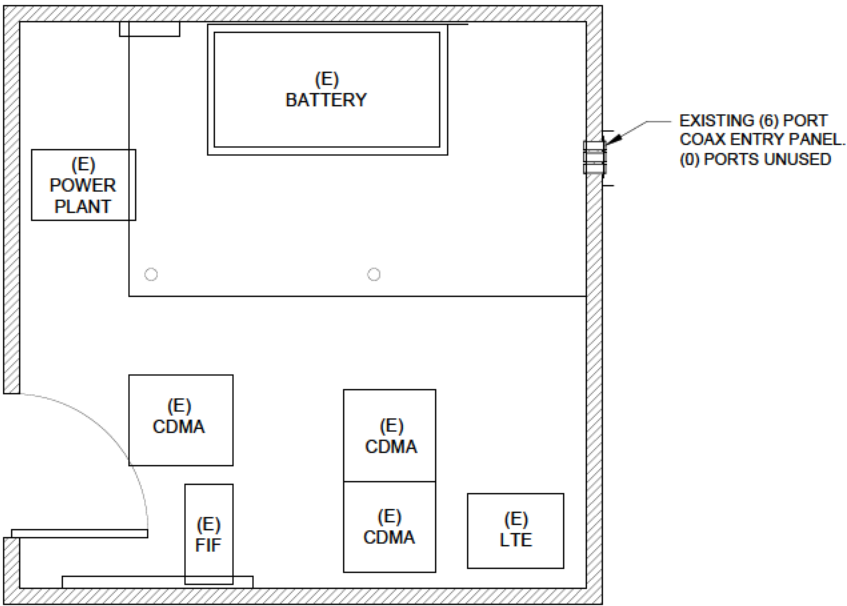
(3) EXISTING RAYCAP JUNCTION BOXES ASSUMED TO BE MOUNTED WITHIN EQUIPMENT ROOM TO REMAIN

(1) PROPOSED PB-19-SYS-16-BB,
(6) PROPOSED PB-PSU-162-BB, AND
(2) PROPOSED PB-PSU-COV-BB.
LOCATION TO BE DETERMINED BY G.C.

(3) PROPOSED 3315-ALM-RS485 TO BE
INSTALLED IN RAYCAP JUNCTION BOXES

(6) EXISTING DIPLEXERS ASSUMED TO
BE MOUNTED WITHIN EQUIPMENT ROOM
TO BE REMOVED

(3) EXISTING RADIO 4449 ASSUMED TO BE
WITHIN EQUIPMENT ROOM TO BE RELOCATED
TO ANTENNA LEVEL. SEE ANT-2A



NOTES:
RAYCAP JUNCTION BOX WILL HAVE 24\" OF VERTICAL
CLEARANCE TO ALLOW FOR THE COVER TO SLIDE OFF.

MAXIMUM CABLE LENGTH OF 30' BETWEEN LTE CAB NET
AND RAYCAP JUNCTION BOX.

G.C. TO GROUND ALL NEW COMPONENTS TO EXISTING
GROUND SYSTEM.

ALL LESSEE PORTS TO BE WEATHERPROOFED AND
SEALED W/ APPROPRIATE BOOTS.

1 EQUIPMENT ROOM LAYOUT

verizon
1701 GOLF ROAD,
TOWER 2, SUITE 400
ROLLING MEADOWS, IL 60008
PHONE: (847) 619-5397
FAX: (847) 706-7415

TERRA
CONSULTING GROUP, LTD.
600 BUSSE HIGHWAY
PARK RIDGE, IL 60068
PH: 847-898-6000
FAX: 847-898-4401

REVISIONS					
NO.	DESCRIPTION	DATE	BY		
1.	ISSUED FOR REVIEW	03/19/2021	JV		
2.	ISSUED FOR FINALS	08/06/2021	JV		
3.	ADDITION OF ROUTER SPECS	10/29/2021	RA		
4.	REVISED PER COMMENTS	04/21/2022	TH		
5.	ISSUED FOR FINALS	07/12/2022	TH		
	ADDITION OF REVISED PRE EME STUDY	08/03/2022	KSS		

LOC. #126473
CH WINNETKA

725 TOWER RD.
WINNETKA, IL 60093

DRAWN BY:	JV
CHECKED BY:	AU
DATE:	03/12/2021
PROJECT #:	124-893

SHEET TITLE
EQUIPMENT ROOM
LAYOUT

SHEET NUMBER

A-1

NOTES:
THIS DRAWING IS FOR EXHIBIT AND LAYOUT PURPOSES ONLY.

PLEASE REFER TO MOUNT ANALYSIS PROVIDED BY OTHERS AND TOWER ANALYSIS PROVIDED BY HUTTER TRANKINA ENGINEERING FOR ANALYSIS AND STRUCTURAL REQUIREMENTS.

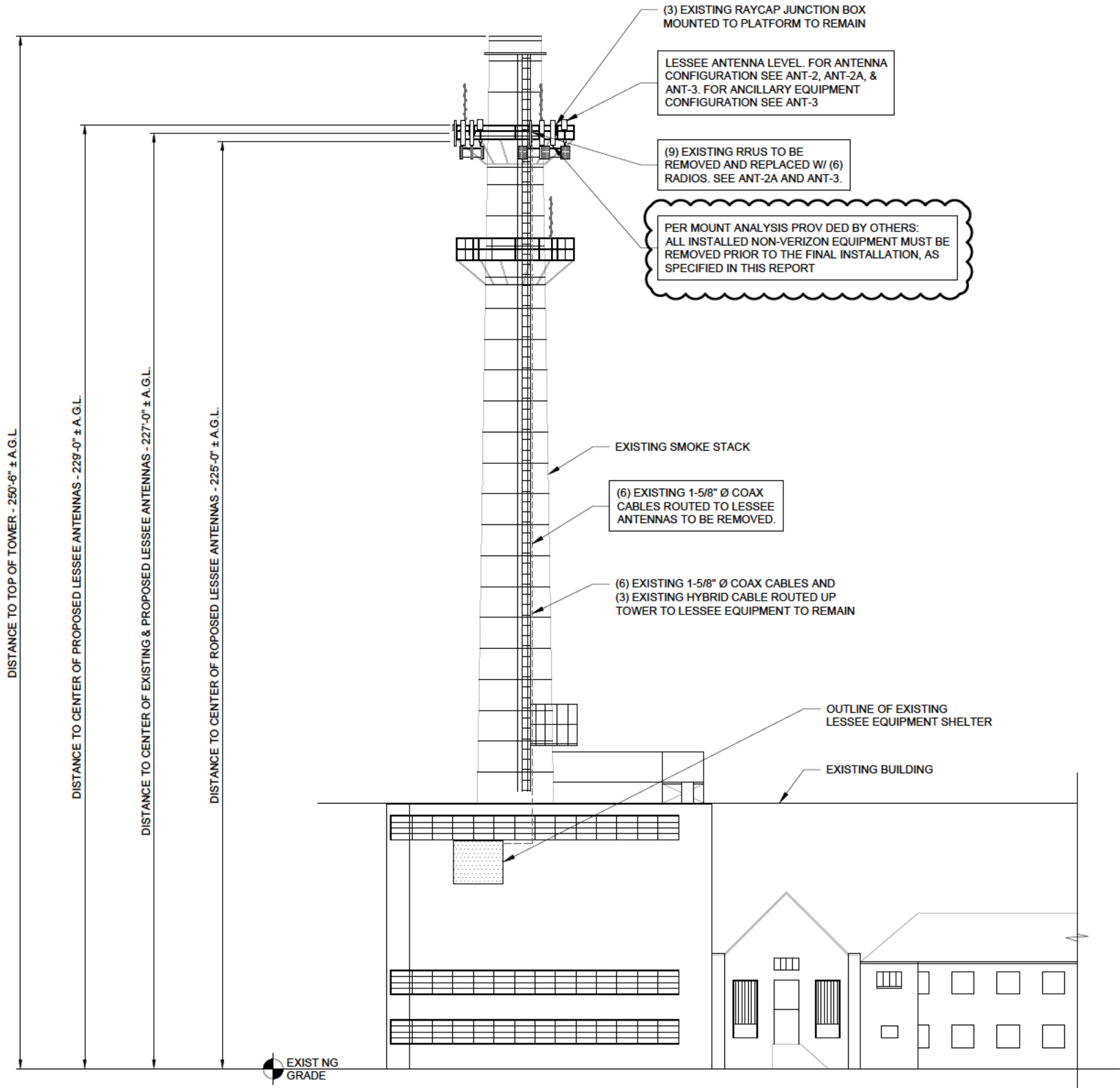
THE ANALYSIS OF THE ANTENNA MOUNT WAS PERFORMED BY OTHERS. TERRA CONSULTING GROUP IS NOT RESPONSIBLE FOR THE ANTENNA MOUNT. THE OWNER DIRECTLY CONTRACTED THE MOUNT ANALYSIS WITH OTHERS.

NOTE:
PER NETWORK STANDARD, A R 6449 ANTENNA TO BE INSTALLED WITH 3M FLM PER MANUFACTURER'S RECOMMENDATIONS TO MATCH ADJACENT MATERIAL.

NOTE:
G.C. TO PAINT NEW CABLES AND/OR HARDWARE TO MATCH ADJACENT TOWER STEEL AND STACK COLOR

NOTE:
G.C. TO PAINT ANTENNAS AND RADIOS TO MATCH ADJACENT TOWER STEEL AND STACK COLOR

3.



EXISTING SITE CONDITIONS SUPPLIED BY LESSEE. SITE VISIT WAS NOT PERFORMED FOR THIS UPGRADE.

1 NORTH ELEVATION
SCALE: 1/16" = 1'-0" ±

FULL SCALE PRINT IS ON 22"x34" MEDIA
HALF SCALE PRINT IS ON 11"x17" MEDIA

verizon
1701 GOLF ROAD,
TOWER 2, SUITE 400
ROLLING MEADOWS, IL 60008
PHONE: (847) 619-5397
FAX: (847) 706-7415

TERRA
CONSULTING GROUP, LTD.
600 BUSSE HIGHWAY
PARK RIDGE, IL 60068
PH: 847-698-6000
FAX: 847-698-4401

REVISIONS					
NO.	DESCRIPTION	DATE	BY	TH	KSS
1.	ISSUED FOR REVIEW	03/12/2021	JV		
2.	ISSUED FOR FINALS	08/05/2021	JV		
3.	ADDITION OF ROUTER SPECS	10/29/2021	RA		
4.	REVISED PER COMMENTS	04/21/2022	TH		
5.	ISSUED FOR FINALS	07/12/2022	TH		
6.	ADDITION OF REVISED PRE EME STUDY	08/03/2022	KSS		

LOC. #126473

CH WINNETKA

725 TOWER RD.
WINNETKA, IL 60093

DRAWN BY: JV
CHECKED BY: AU
DATE: 03/12/2021
PROJECT #: 124-893

SHEET TITLE
SITE
ELEVATION

SHEET NUMBER

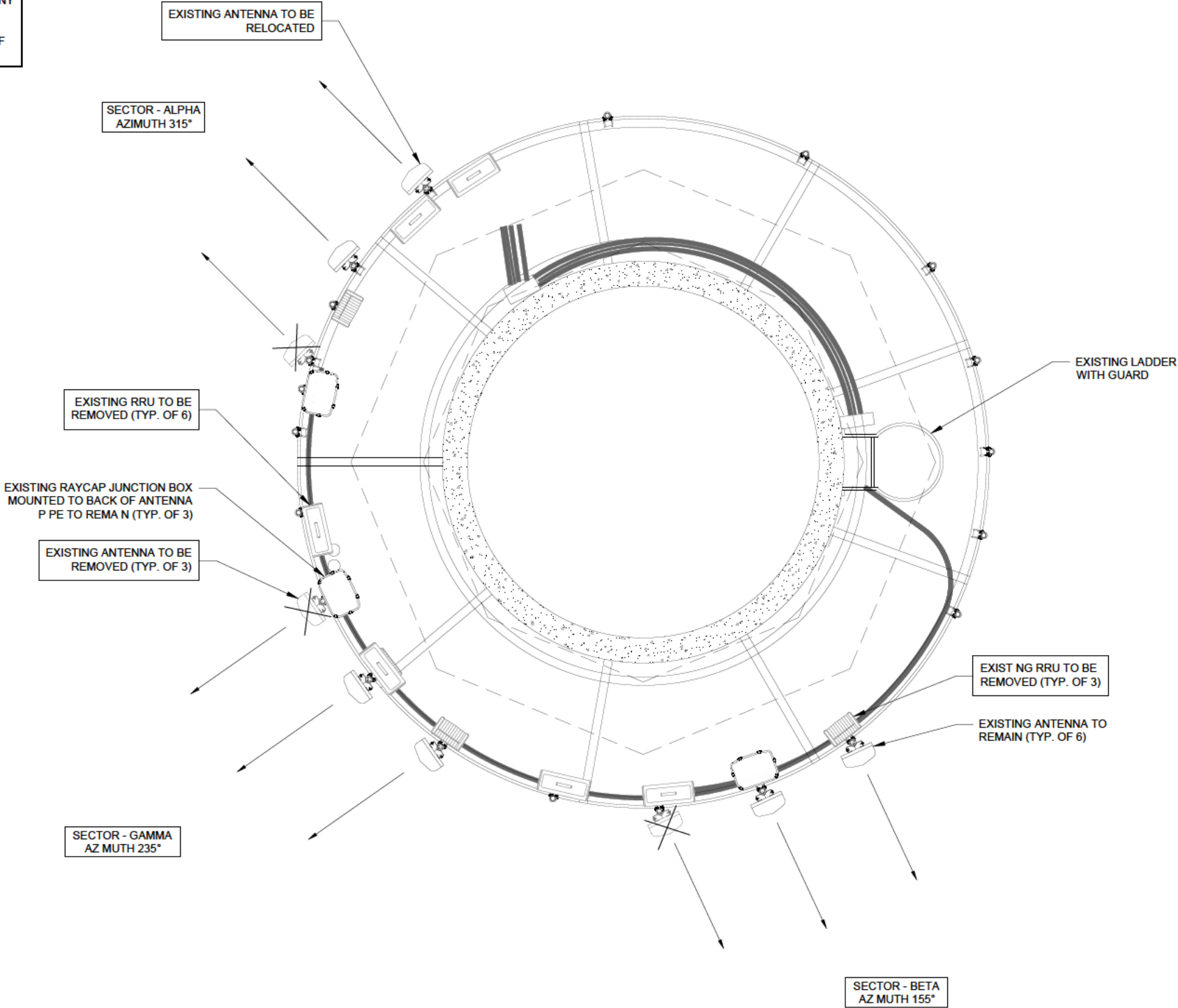
ANT-1

- NOTES:
1. THIS DRAWING IS FOR EXHIBIT AND LAYOUT PURPOSES ONLY. VERIZON WIRELESS HAS PROVIDED A MOUNT ANALYSIS (BY OTHERS) THAT NEEDS TO BE REVIEWED BY THE CONTRACTOR. IF THERE IS ANY DISCREPANCY BETWEEN THE MOUNT ANALYSIS AND THIS DRAWING, CONTRACTOR IS TO NOTIFY VERIZON WIRELESS. THE MOUNT ANALYSIS IS THE GOVERNING DOCUMENT.
 2. NO ANTENNA OR LINE WORK TO BEGIN PRIOR TO CONFIRMATION OF ADEQUATE TOWER AND MOUNT CAPACITY.
 3. G.C. TO VERIFY ANTENNA TECHNOLOGIES PRIOR TO REMOVAL OF ANY ANTENNAS.
 4. REFER TO ANT-3 & ANT-3A FOR DETAIL ON EXISTING & PROPOSED RF CONFIGURATION.

NOTES:
THIS DRAWING IS FOR EXHIBIT AND LAYOUT PURPOSES ONLY.

PLEASE REFER TO MOUNT ANALYSIS PROVIDED BY OTHERS AND TOWER ANALYSIS PROVIDED BY HUTTER TRANKINA ENGINEERING FOR ANALYSIS AND STRUCTURAL REQUIREMENTS.

THE ANALYSIS OF THE ANTENNA MOUNT WAS PERFORMED BY OTHERS. TERRA CONSULTING GROUP IS NOT RESPONSIBLE FOR THE ANTENNA MOUNT. THE OWNER DIRECTLY CONTRACTED THE MOUNT ANALYSIS WITH OTHERS.



EXISTING SITE CONDITIONS SUPPLIED BY VERIZON WIRELESS AND ARE NOTED IN THE MOUNT ANALYSIS (BY OTHERS). SITE VISIT WAS NOT PERFORMED FOR THIS UPGRADE.

1 EXISTING ANTENNA LAYOUT
N.T.S.



verizon
1701 GOLF ROAD,
TOWER 2, SUITE 400
ROLLING MEADOWS, IL 60008
PHONE: (847) 619-5397
FAX: (847) 706-7415

TERRA
CONSULTING GROUP, LTD.
600 BUSSE HIGHWAY
PARK RIDGE, IL 60068
PH: 847-898-6000
FAX: 847-898-4401

REVISIONS					
NO.	DESCRIPTION	DATE	BY	TH	KSS
1.	ISSUED FOR REVIEW	03/12/2021	JV	TH	
2.	ISSUED FOR FINALS	06/09/2021	JV	TH	
3.	ADDITION OF ROUTER SPECS	10/29/2021	RA	TH	
4.	REVISED PER COMMENTS	04/21/2022	TH	TH	
5.	ISSUED FOR FINALS	07/12/2022	TH	TH	
6.	ADDITION OF REVISED PRE EME STUDY	08/03/2022	KSS	TH	

LOC. #126473

CH WINNETKA

725 TOWER RD.
WINNETKA, IL 60093

DRAWN BY:	JV
CHECKED BY:	AU
DATE:	03/12/2021
PROJECT #:	124-893

SHEET TITLE
ANTENNA LAYOUT

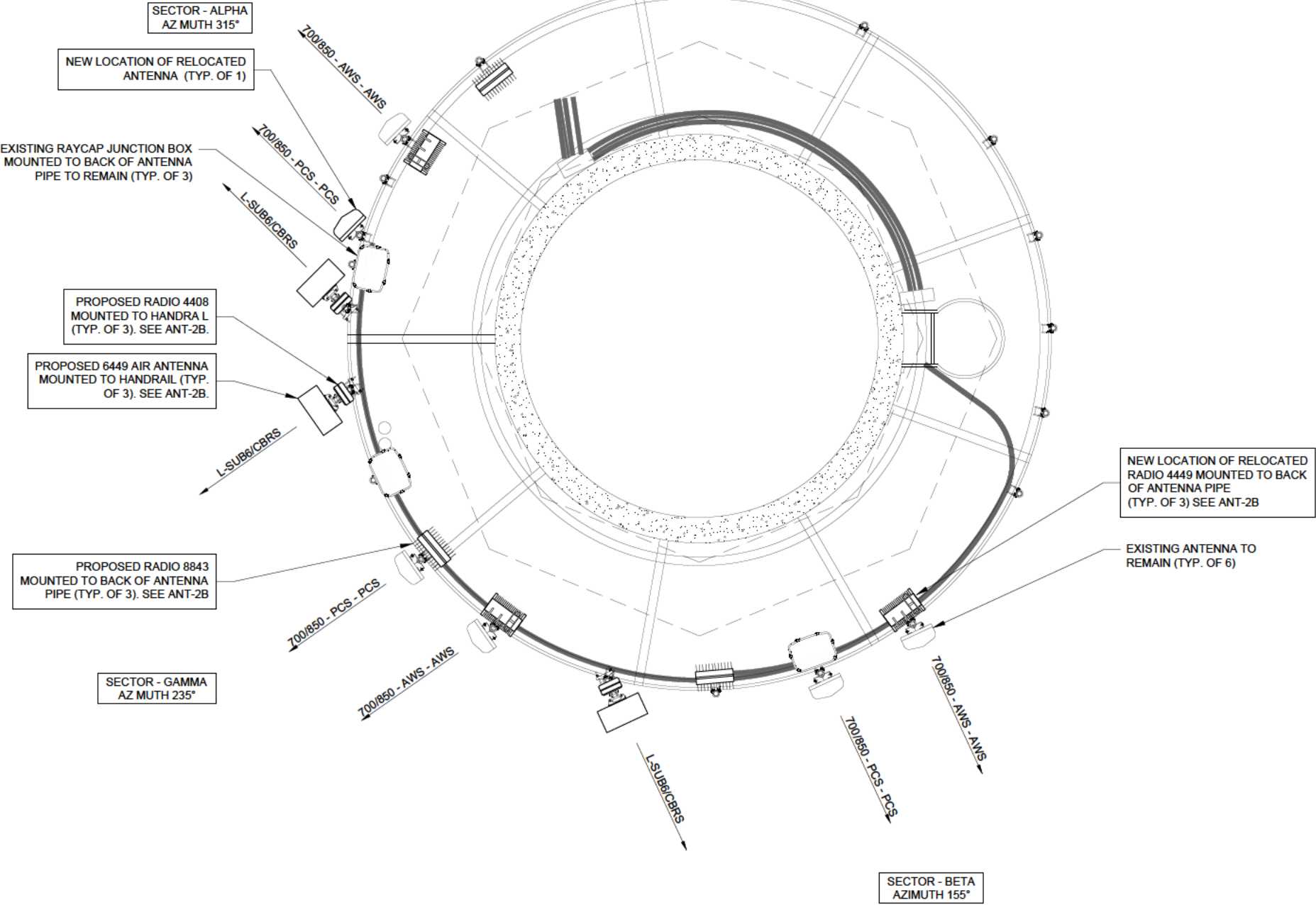
SHEET NUMBER
ANT-2

- NOTES:
1. THIS DRAWING IS FOR EXHIBIT AND LAYOUT PURPOSES ONLY. VERIZON WIRELESS HAS PROVIDED A MOUNT ANALYSIS (BY OTHERS) THAT NEEDS TO BE REVIEWED BY THE CONTRACTOR. IF THERE IS ANY DISCREPANCY BETWEEN THE MOUNT ANALYSIS AND THIS DRAWING, CONTRACTOR IS TO NOTIFY VERIZON WIRELESS. THE MOUNT ANALYSIS IS THE GOVERNING DOCUMENT.
 2. NO ANTENNA OR LINE WORK TO BEGIN PRIOR TO CONFIRMATION OF ADEQUATE TOWER AND MOUNT CAPACITY.
 3. G.C. TO VERIFY ANTENNA TECHNOLOGIES PRIOR TO REMOVAL OF ANY ANTENNAS.
 4. REFER TO ANT-3 & ANT-3A FOR DETAIL ON EXISTING & PROPOSED RF CONFIGURATION.

NOTES:
THIS DRAWING IS FOR EXHIBIT AND LAYOUT PURPOSES ONLY.

PLEASE REFER TO MOUNT ANALYSIS PROVIDED BY OTHERS AND TOWER ANALYSIS PROVIDED BY HUTTER TRANKINA ENGINEERING FOR ANALYSIS AND STRUCTURAL REQUIREMENTS.

THE ANALYSIS OF THE ANTENNA MOUNT WAS PERFORMED BY OTHERS. TERRA CONSULTING GROUP IS NOT RESPONSIBLE FOR THE ANTENNA MOUNT. THE OWNER DIRECTLY CONTRACTED THE MOUNT ANALYSIS WITH OTHERS.



EXISTING SITE CONDITIONS SUPPLIED BY VERIZON WIRELESS AND ARE NOTED IN THE MOUNT ANALYSIS (BY OTHERS). SITE VISIT WAS NOT PERFORMED FOR THIS UPGRADE.

NOTE:
THE GENERAL CONTRACTOR IS TO REFER TO THE STRUCTURAL MOUNT ANALYSIS PERFORMED BY OTHERS. THIS IS A REPRESENTATION TAKEN DIRECTLY FROM THAT ANALYSIS. IF THERE IS CONFLICT BETWEEN THE ANALYSIS AND DRAWINGS, THE ANALYSIS TAKES PRECEDENT. VERIZON WIRELESS CONTRACTED DIRECTLY WITH THE MOUNT ANALYSIS ENGINEER; TERRA IS NOT RESPONSIBLE FOR THE MOUNT ANALYSIS.

1 PROPOSED ANTENNA LAYOUT
N.T.S.



verizon
1701 GOLF ROAD,
TOWER 2, SUITE 400
ROLLING MEADOWS, IL 60008
PHONE: (847) 619-5397
FAX: (847) 706-7415

TERRA
CONSULTING GROUP, LTD.
600 BUSSE HIGHWAY
PARK RIDGE, IL 60068
PH: 847-898-6000
FAX: 847-898-4401

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LOC. #126473
CH WINNETKA

725 TOWER RD.
WINNETKA, IL 60093

DRAWN BY:	JV
CHECKED BY:	AU
DATE:	03/12/2021
PROJECT #:	124-893

SHEET TITLE
PROPOSED ANTENNA LAYOUT

SHEET NUMBER
ANT-2A



Agenda Item Executive Summary

TITLE: Resolution No. R-06-2023: Rejecting all Bids, Waiving Bidding Requirements, and Awarding a Contract to Asplundh Tree Expert Company for Utility Line Clearance Services (Adoption)

PRESENTER: Brian Keys

AGENDA DATE: January 17, 2023

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

None.

EXECUTIVE SUMMARY:

The Water & Electric Department performs line clearance (tree trimming) work on an annual basis. The Village issued Request For Bid #022-051 for Utility Line Clearance Services. The bid document required contractors to provide rates for each classification of worker and equipment used on an hourly basis for normal work hours and during after-hour situations. The bid is for line clearance work performed during the period of April 1, 2023 through March 31, 2024.

On December 19, 2022, staff opened the single bid response received from Asplundh Tree Experts. Asplundh took exception to some items in the bid document. With the help of the Village Attorney, staff has negotiated changes to the contract document. Changes and clarifications to the contract language and Asplundh's acceptance of the modifications is contained in a letter amendment, dated January 6, 2023. This amendment is contained in Exhibit A of the resolution as part of the contract. Exhibit #1 contains the contractor's unit prices for line clearance work performed during normal and after-hours.

Asplundh Tree Expert Co. has performed line clearance for the Water & Electric Department in a satisfactory manner during the last twelve years. No safety incidents occurred during this period. In addition, the contractor has consistently identified additional vegetation hazards such as diseased trees and/or dead limbs outside the trimming area for further review by staff.

The FY 2023 budget (account #500.42.30-567) contains \$220,000 for line clearance work.

Resolution No. R-06-2023; prepared by the Village Attorney, rejects all bids, waives bidding requirements and approves a contract with Asplundh Tree Expert Company for utility line clearance services.

RECOMMENDATION:

Consider adoption of Resolution No. R-06-2023, rejecting all bids, waiving bidding requirements and approving a contract with Asplundh Tree Expert Company for Utility Line Clearance Services.

ATTACHMENTS:

1. Resolution No R-06-2023: Rejecting All Bids, Waving Bidding And Awarding Contract To Asplundh Tree Experts
2. Contract With Asplundh Tree Experts for Line Clearance

RESOLUTION NO. R-06-2023

**A RESOLUTION REJECTING ALL BIDS, WAIVING BIDDING REQUIREMENTS,
AND AWARDING A CONTRACT TO ASPLUNDH TREE EXPERT COMPANY FOR
UTILITY LINE CLEARANCE SERVICES**

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

WHEREAS, the Village issued Bid #022-051 ("***Request for Bids***") to provide the Village utility line clearance services ("***Services***"); and

WHEREAS, the Village received one ("***Bid***") to provide the Services and opened the Bid on December 19, 2022; and

WHEREAS, the Bid was not responsive; and

WHEREAS, Asplundh Tree Expert Company ("***Contractor***") has previously provided satisfactory Services to the Village; and

WHEREAS, the Village negotiated a favorable rate and reasonable contract terms from Contractor pursuant to a contract, as modified by a letter amendment dated January 6, 2023 (collectively, "***Contract***"); and

WHEREAS, Village staff has recommended that the Village Council (i) reject the Bid; (ii) waive competitive bidding pursuant to Section 4.12.010.C of the Village Code, Section 1V.3.D of the Village's Purchasing Manual, and the Village's home rule authority; and (iii) award the Contract to Contractor for the Services;

WHEREAS, the Village Council has determined that it is in the best interests of the Village to (i) reject the Bids; (ii) waive competitive bidding pursuant to Section 4.12.010.C of the Village Code and Section 1V.3.D of the Village's Purchasing Manual; and (iii) award a contract to Contractor for the Services;

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: REJECTION OF BIDS. The Village Council hereby rejects the Bid for the Services received in response to the Request for Bids issued by the Village and directs the Village Manager, or his designee, to inform the bidder thereof.

SECTION 3. WAIVER OF COMPETITIVE BIDDING. Pursuant to Section 4.12.010.C of the Village Code, the Village's Purchasing Manual, and the Village's home rule

authority, the Village Council waives the requirement of competitive bidding for the procurement of the Serves.

SECTION 4: APPROVAL OF CONTRACT. The Village Council hereby approves the Contract substantially in the form attached to this Resolution as **Exhibit A**.

SECTION 5: AUTHORIZATION TO EXECUTE CONTRACT. The Village Council hereby authorizes and directs the Village President and the Village Clerk to execute and attest, respectively, on behalf of the Village, the final Contract after receipt by the Village Manager of two executed copies of the final Contract from Contractor; provided, however, that if the Village Manager does not receive two executed copies of the final Contract from Contractor within 60 days after the date of adoption of this Resolution, then this authority to execute and seal the final Contract will, at the option of the Village Council, be null and void.

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

ADOPTED this 17th day of January, 2023, pursuant to the following roll call vote:

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

Signed

Village President

Countersigned:

Village Clerk

EXHIBIT A
CONTRACT



Village of
WINNETKA, IL

Office of the Water & Electric Department
847.716.3558

510 Green Bay Road • Winnetka, IL 60093 • 847.501.6000
contactus@villageofwinnetka.org • villageofwinnetka.org

January 6, 2023

Mr. Edward House
Vice President
Asplundh Tree Expert Company, LLC
1201 W. Remington Blvd.
Romeoville, IL 6046

RE: Village of Winnetka Request For Bid #022-051 Utility Line Clearance

Mr. House,

The Village of Winnetka received your bid proposal for RFB #022-051, Utility Line Clearance. In the bid proposal, Asplundh requested clarification and/or took exceptions to specific sections of the document. Following our phone conversation, it is my understanding that both parties are in agreement on those items as listed below.

Contract Section 3.2 (Warranty of Work): The Village of Winnetka agrees, that once the work has been accepted, there will be no warranty period.

Section 3.3 (Owner's Right To Correct): Asplundh's bid response took exception to this section; no additional information was stated. Based on our conversation, Asplundh took exception to this section due to the stated response time of two business days. The Village of Winnetka agrees to five business days to address any required correction.

Contract Section 4.3 (Indemnification): Asplundh's bid response requested changes to this section. After further consideration, Asplundh will accept indemnification language contained in the contract as issued. This is exception has been withdrawn.

Attachment B, Section 3: Asplundh indicated that any return work due to customer refusals should be at T&M. The Village of Winnetka agrees that any return work will be invoiced at the applicable hourly rates in Asplundh's bid.

Attachment B, Section 10: The bid specification required identification of diseased trees (i.e., Elm). Asplundh requested assessment criteria. Asplundh questioned if (tree) removals were included in the unit price, whether a limit existed, and at what rate.

The Village will provide assessment criteria for diseased trees prior to the start of work. This contract is specific to tree trimming for line clearance and not tree removal. If required, any tree removal will be handled through a separate agreement.

Please confirm your agreement and acceptance of those sections identified on page 1 by signing this document.

Sincerely,



Brian Keys
Director of Water & Electric

The bidder, Asplundh Tree Experts LLC understands and agrees to the following changes and clarifications to Contract #022-051 Utility Line Clearance. All other terms and conditions remain unchanged.

Dated: January 9, 2023

By (signature) 

Print Name: Edward G House

Title: VP Asplundh Tree Expert LLC

VILLAGE OF WINNETKA
CONTRACT FOR UTILITY LINE CLEARANCE

Contract Number: ***RFB #022-051***

VILLAGE OF WINNETKA

CONTRACT FOR UTILITY LINE CLEARANCE

Contract Number: **RFB #022-051**

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Contractor’s Certification

Attachment A:	Supplemental Schedule of Contract Terms
Attachment B:	Specifications
Attachment C:	Special Project Requirements

VILLAGE OF WINNETKA

CONTRACT FOR UTILITY LINE CLEARANCE

Contract Number: **RFB #022-051**

In consideration of the mutual promises set forth below, the Village of Winnetka, 510 Green Bay Road, Winnetka, Illinois, 60093, an Illinois municipal corporation (“Owner”), and **[name and address of successful bidder]**, a **[form of organization]** (“Contractor”), make this Contract as of _____, 20____, (the “Effective Date”) and hereby agree as follows:

ARTICLE I: THE WORK

1.1 Performance of the Work

Contractor, at its sole cost and expense, must provide, perform, and complete all of the following, all of which is herein referred to as the “Work”:

1. Labor, Equipment, Materials, and Supplies. Provide, perform, and complete, in the manner described and specified in this Contract, all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data, and other means and items necessary to accomplish the Project at the Work Site, both as defined in Attachment A, in accordance with the specifications attached hereto as Attachment B, and the Special Project Requirements attached hereto as Attachment C.
2. Permits. Except as otherwise provided in Attachment A, procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith.
3. Bonds and Insurance. Procure and furnish all Bonds and all certificates and policies of insurance specified in this Contract.
4. Taxes. Pay all applicable federal, state, and local taxes.
5. Miscellaneous. Do all other things required of Contractor by this Contract, including without limitation arranging for utility and other services needed for the Work and for testing, including the installation of temporary utility lines, wiring, switches, fixtures, hoses, connections, and meters, and providing sufficient sanitary conveniences and shelters to accommodate all workers and all personnel of Owner engaged in the Work.
6. Quality. Provide, perform, and complete all of the foregoing in a proper and workmanlike manner, consistent with the highest standards of professional and construction practices and in full compliance with, and as required by or

pursuant to, this Contract, and with the greatest economy, efficiency, and expedition consistent therewith, with only new, undamaged and first quality equipment, materials, and supplies.

1.2 Commencement and Completion Dates

Contractor must commence the Work not later than the “*Commencement Date*” set forth on Attachment A and must diligently and continuously prosecute the Work at such a rate as will allow the Work to be fully provided, performed, and completed in full compliance with this Contract not later than the “*Completion Date*” set forth in Attachment A. The time of commencement, rate of progress, and time of completion are referred to in this Contract as the “*Contract Time*.”

1.3 Required Submittals

A. Submittals Required. Contractor must submit to Owner all documents, data, and information specifically required to be submitted by Contractor under this Contract and must, in addition, submit to Owner all such drawings, specifications, descriptive information, and engineering documents, data, and information as may be required, or as may be requested by Owner, to show the details of the Work, including a complete description of all equipment, materials, and supplies to be provided under this Contract (“*Required Submittals*”). Such details must include, but are not limited to, design data, structural and operating features, principal dimensions, space required or provided, clearances required or provided, type and brand of finish, and all similar matters, for all components of the Work.

B. Number and Format. Contractor must provide three complete sets for each Required Submittal. All Required Submittals, except drawings, must be prepared on white 8-1/2” x 11”. Two blueline prints and one sepia transparency of each drawing must be provided. All drawings must be clearly marked in the lower right-hand corner with the names of Owner and Contractor.

C. Time of Submission and Owner’s Review. All Required Submittals must be provided to Owner no later than the time, if any, specified in this Contract for their submission or, if no time for submission is specified, in sufficient time, in Owner’s sole opinion, to permit Owner to review the same prior to the commencement of the part of the Work to which they relate and prior to the purchase of any equipment, materials, or supplies that they describe. Owner will have the right to require such corrections as may be necessary to make such submittals conform to this Contract. All such submittals will, after final processing and review with no exception noted by Owner, become a part of this Contract. No Work related to any submittal may be performed by Contractor until Owner has completed review of such submittal with no exception noted. Owner’s review and stamping of any Required Submittal will be for the sole purpose of examining the general management, design, and details of the proposed Work, does not relieve Contractor of the entire responsibility for the performance of the Work in full compliance with, and as required by or pursuant to this Contract, and may not be regarded as any assumption of risk or liability by Owner.

D. Responsibility for Delay. Contractor is responsible for any delay in the Work due to delay in providing Required Submittals conforming to this Contract.

1.4 Review and Interpretation of Contract Provisions

Contractor represents and warrants that it has carefully reviewed this Contract, including all of its Attachments, all of which are by this reference incorporated into and made a part of this Contract. Contractor must, at no increase in the Contract Price, provide workmanship, equipment, materials, and supplies that fully conform to this Contract. Whenever any equipment, materials or supplies are specified or described in this Contract by using the name or other identifying feature of a proprietary product or the name or other identifying feature of a particular manufacturer or vendor, the specific item mentioned is understood as establishing the type, function and quality desired. Other manufacturers' or vendors' products may be accepted, provided that the products proposed are equivalent in substance and function to those named as determined by Owner in its sole and absolute discretion.

Contractor must promptly notify Owner of any discrepancy, error, omission, ambiguity, or conflict among any of the provisions of this Contract before proceeding with any Work affected thereby. If Contractor fails to give such notice to Owner, then the subsequent decision of Owner as to which provision of this Contract governs is final, and any corrective work required does not entitle Contractor to any damages, to any compensation in excess of the Contract Price, or to any delay or extension of the Contract Time.

When the equipment, materials, or supplies furnished by Contractor cannot be installed as specified in this Contract, Contractor must, without any increase in the Contract Price, make all modifications required to properly install the equipment, materials, or supplies. Any such modification is subject to the prior review and consent of Owner.

1.5 Conditions at the Work Site; Record Drawings

Contractor represents and warrants that it has had a sufficient opportunity to conduct a thorough investigation of the Work Site and the surrounding area and has completed such investigation to its satisfaction. Contractor will have no claim for damages, for compensation in excess of the Contract Price, or for a delay or extension of the Contract Time based upon conditions found at, or in the vicinity of, the Work Site. When information pertaining to subsurface, underground or other concealed conditions, soils analysis, borings, test pits, utility locations or conditions, buried structures, condition of existing structures, and other investigations is or has been provided by Owner, or is or has been otherwise made available to Contractor by Owner, such information is or has been provided or made available solely for the convenience of Contractor and is not part of this Contract. Owner assumes no responsibility whatever in respect to the sufficiency or accuracy of such information, and there is no guaranty or warranty, either expressed or implied, that the conditions indicated are representative of those existing throughout the Work or the Work Site, or that the conditions indicated are representative of those existing at any particular location, or that the conditions indicated may not change, or that unanticipated conditions may not be present.

Contractor is solely responsible for locating all existing underground installations by prospecting no later than two workdays prior to any scheduled excavation or trenching, whichever is earlier. Contractor must check all dimensions, elevations, and quantities indicated in this Contract within the same time period as set forth above for prospecting underground installations. Contractor must lay out the Work in accordance with this Contract and must establish and maintain such locations, lines and levels. Wherever pre-existing work is encountered, Contractor must verify and be responsible for dimensions and location of such pre-existing work. Contractor must notify Owner of any discrepancy between the dimensions, elevations and quantities indicated in this Contract and the conditions of the Work Site or any other errors, omissions or discrepancies which Contractor may discover during such inspections. Full instructions will be furnished by Owner should such error, omission, or discrepancy be discovered, and Contractor must carry out such instructions as if originally specified and without any increase in Contract Price.

1.6 Technical Ability to Perform

Contractor represents and warrants that it is sufficiently experienced and competent, and has the necessary capital, facilities, plant, organization, and staff, to provide, perform and complete the Work in full compliance with, and as required by or pursuant to, this Contract.

1.7 Financial Ability to Perform

Contractor represents and warrants that it is financially solvent, and Contractor has the financial resources necessary to provide, perform and complete the Work in full compliance with, and as required by or pursuant to, this Contract.

1.8 Time

Contractor represents and warrants that it is ready, willing, able and prepared to begin the Work on the Commencement Date and that the Contract Time is sufficient time to permit completion of the Work in full compliance with, and as required by or pursuant to, this Contract for the Contract Price, all with due regard to all natural and man-made conditions that may affect the Work or the Work Site and all difficulties, hindrances, and delays that may be incident to the Work.

1.9 Safety at the Work Site

Contractor is solely and completely responsible for providing and maintaining safe conditions at the Work Site, including the safety of all persons and property during performance of the Work. This requirement applies continuously and is not limited to normal working hours. Contractor must take all safety precautions as necessary to comply with all applicable laws and to prevent injury to persons and damage to property.

Contractor must conduct all of its operations without interruption or interference with vehicular and pedestrian traffic on public and private rights-of-way, unless it has obtained

permits therefor from the proper authorities. If any public or private right-of-way are rendered unsafe by Contractor's operations, Contractor must make such repairs or provide such temporary ways or guards as are acceptable to the proper authorities.

1.10 Cleanliness of the Work Site and Environs

Contractor must keep the Work Site and adjacent areas clean at all times during performance of the Work and must, upon completion of the Work, leave the Work Site and adjacent areas in a clean and orderly condition.

1.11 Damage to the Work, the Work Site, and Other Property

The Work and everything pertaining thereto is provided, performed, completed, and maintained at the sole risk and cost of Contractor from the Commencement Date until Final Payment. Contractor is fully responsible for the protection of all public and private property and all persons. Without limiting the foregoing, Contractor must, at its own cost and expense, provide all permanent and temporary shoring, anchoring and bracing required by the nature of the Work in order to make all parts absolutely stable and rigid, even when such shoring, anchoring and bracing is not explicitly specified, and support and protect all buildings, bridges, roadways, conduits, wires, water pipes, gas pipes, sewers, pavements, curbs, sidewalks, fixtures and landscaping of all kinds and all other public or private property that may be encountered or endangered in providing, performing and completing the Work. Contractor will have no claim against Owner because of any damage or loss to the Work or to Contractor's equipment, materials, or supplies from any cause whatsoever, including damage or loss due to simultaneous work by others. Contractor must, promptly and without charge to Owner, repair or replace, to the satisfaction of Owner, any damage done to, and any loss suffered by, the Work and any damage done to, and any loss suffered by, the Work Site or other property as a result of the Work. Notwithstanding any other provision of this Contract, Contractor's obligations under this Section exist without regard to, and may not be construed to be waived by, the availability or unavailability of any insurance, either of Owner or Contractor, to indemnify, hold harmless, or reimburse Contractor for the cost of any repair or replacement work required by this Section.

1.12 Subcontractors and Suppliers

A. Approval and Use of Subcontractors and Suppliers. Contractor must perform the Work with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved by Owner in writing. All subcontractors, suppliers, and subcontracts used by Contractor must be acceptable to, and approved in advance by, Owner. Owner's approval of any subcontractor, supplier, and subcontract does not relieve Contractor of full responsibility and liability for the provision, performance, and completion of the Work in full compliance with, and as required by or pursuant to, this Contract. All Work performed under any subcontract is subject to all of the provisions of this Contract in the same manner as if performed by employees of Contractor. Every reference in this Contract to "Contractor" is deemed also to refer to all subcontractors and suppliers of Contractor. Every subcontract must include a provision binding the subcontractor or supplier to all provisions of this Contract.

B. Removal of Subcontractors and Suppliers. If any subcontractor or supplier fails to perform the part of the Work undertaken by it in a manner satisfactory to Owner, Contractor must immediately upon notice from Owner terminate such subcontractor or supplier. Contractor will have no claim for damages, for compensation in excess of the Contract Price, or for a delay or extension of the Contract Time as a result of any such termination.

1.13 Simultaneous Work By Others

Owner has the right to perform or have performed such other work as Owner may desire in, about, or near the Work Site during the performance of the Work by Contractor. Contractor must make every reasonable effort to perform the Work in such manner as to enable both the Work and such other work to be completed without hindrance or interference from each other. Contractor must afford Owner and other contractors reasonable opportunity for the execution of such other work and must properly coordinate the Work with such other work.

1.14 Occupancy Prior to Final Payment

Owner will have the right, at its election, to occupy, use, or place in service any part of the Work prior to Final Payment. Such occupancy, use, or placement in service must be conducted in such manner as not to damage any of the Work or to unreasonably interfere with the progress of the Work. No such occupancy, use, or placement in service may be construed as an acceptance of any of the Work or a release or satisfaction of Contractor's duty to insure and protect the Work, nor may it, unless conducted in an unreasonable manner, be considered as an interference with Contractor's provision, performance, or completion of the Work.

1.15 Owner's Right to Terminate or Suspend Work for Convenience

A. Termination or Suspension for Convenience. Owner has the right, for its convenience, to terminate or suspend the Work in whole or in part at any time by written notice to Contractor. Every such notice must state the extent and effective date of such termination or suspension. On such effective date, Contractor must, as and to the extent directed, stop Work under this Contract, cease all placement of further orders or subcontracts, terminate or suspend Work under existing orders and subcontracts, cancel any outstanding orders or subcontracts that may be cancelled, and take any action necessary to protect any property in its possession in which Owner has or may acquire any interest and to dispose of such property in such manner as may be directed by Owner.

B. Payment for Completed Work. In the event of any termination pursuant to Subsection 1.15A above, Owner must pay Contractor (1) such direct costs, excluding overhead, as Contractor has paid or incurred for all Work done in compliance with, and as required by or pursuant to, this Contract up to the effective date of termination together with ten percent of such costs for overhead and profit; and (2) such other costs pertaining to the Work, exclusive of overhead and profit, as Contractor may have reasonably and necessarily incurred as the result of such termination. Any such payment may be offset by any prior payment or payments and is subject to Owner's rights to withhold and deduct as provided in this Contract.

ARTICLE II: CHANGES AND DELAYS

2.1 Changes

Owner has the right, by written order executed by Owner, to make changes in the Contract, the Work, the Work Site, and the Contract Time (“*Change Order*”). If any Change Order causes an increase or decrease in the amount of the Work, an equitable adjustment in the Contract Price or Contract Time may be made. All claims by Contractor for an equitable adjustment in either the Contract Price or the Contract Time must be made within two business days following receipt of such Change Order, and may, if not made prior to such time, be conclusively deemed to have been waived. No decrease in the amount of the Work caused by any Change Order will entitle Contractor to make any claim for damages, anticipated profits, or other compensation.

2.2 Delays

A. Extensions for Unavoidable Delays. For any delay that may result from causes that could not be avoided or controlled by Contractor, Contractor must, upon timely written application, be entitled to issuance of a Change Order providing for an extension of the Contract Time for a period of time equal to the delay resulting from such unavoidable cause. No extension of the Contract Time will be allowed for any other delay in completion of the Work.

B. No Compensation for Delays. No payment, compensation, damages, or adjustment of any kind, other than the extension of the Contract Time provided in Subsection 2.2A above, may be made to, or claimed by, Contractor because of hindrances or delays from any cause in the commencement, prosecution, or completion of the Work, whether caused by Owner or any other party and whether avoidable or unavoidable.

ARTICLE III: CONTRACTOR’S RESPONSIBILITY FOR DEFECTIVE WORK

3.1 Inspection; Testing; Correction of Defects

A. Inspection. Until Final Payment, all parts of the Work are subject to inspection and testing by Owner or its designated representatives. Contractor must furnish, at its own expense, all reasonable access, assistance, and facilities required by Owner for such inspection and testing.

B. Re-Inspection. Re-inspection and re-testing of any Work may be ordered by Owner at any time, and, if so ordered, any covered or closed Work must be uncovered or opened by Contractor. If the Work is found to be in full compliance with this Contract, then Owner must pay the cost of uncovering, opening, re-inspecting, or re-testing, as the case may be. If such Work is not in full compliance with this Contract, then Contractor must pay such cost.

C. Correction. Until Final Payment, Contractor must, promptly and without charge, repair, correct, or replace all or any part of the Work that is defective, damaged, flawed, or unsuitable or that in any way fails to conform strictly to the requirements of this Contract.

3.2 Warranty of Work

A. Scope of Warranty. Contractor warrants that the Work and all of its components will be free from defects and flaws in design, workmanship, and materials; must strictly conform to the requirements of this Contract; and will be fit, sufficient, and suitable for the purposes expressed in, or reasonably inferred from, this Contract. The warranty herein expressed is in addition to any other warranties expressed in this Contract, or expressed or implied by law, which are hereby reserved unto Owner.

B. Repairs; Extension of Warranty. Contractor, promptly and without charge, must correct any failure to fulfill the above warranty that may be discovered or develop at any time within one year after Final Payment or such longer period as may be prescribed in Attachment B or Attachment D to this Contract or by law. The above warranty may be extended automatically to cover all repaired and replacement parts and labor provided or performed under such warranty and Contractor's obligation to correct Work may be extended for a period of one year from the date of such repair or replacement. The time period established in this Subsection 3.2B relates only to the specific obligation of Contractor to correct Work and may not be construed to establish a period of limitation with respect to other obligations that Contractor has under this Contract.

C. Subcontractor and Supplier Warranties. Whenever Attachment B or Attachment D requires a subcontractor or supplier to provide a guaranty or warranty, Contractor is solely responsible for obtaining said guaranty or warranty in form satisfactory to Owner and assigning said warranty or guaranty to Owner. Acceptance of any assigned warranties or guaranties by Owner is a precondition to Final Payment and does not relieve Contractor of any of its guaranty or warranty obligations under this Contract.

3.3 Owner's Right to Correct

If, within two business days after Owner gives Contractor notice of any defect, damage, flaw, unsuitability, nonconformity, or failure to meet warranty subject to correction by Contractor pursuant to Section 3.1 or Section 3.2 of this Contract, Contractor neglects to make, or undertake with due diligence to make, the necessary corrections, then Owner is entitled to make, either with its own forces or with contract forces, the corrections and to recover from Contractor all resulting costs, expenses, losses, or damages, including attorneys' fees and administrative expenses.

ARTICLE IV: FINANCIAL ASSURANCES

4.1 Bonds

Contemporaneous with Contractor's execution of this Contract, Contractor must provide a Performance Bond and a Labor and Material Payment Bond, on forms provided by, or otherwise acceptable to, Owner, from a surety company licensed to do business in the State of Illinois with a general rating of A and a financial size category of Class X or better in Best's Insurance Guide, each in the penal sum of the Contract Price ("*Bonds*"). Contractor, at all times while providing, performing, or completing the Work, including, without limitation, at all times while correcting any failure to meet warranty pursuant to Section 3.2 of this Contract, must maintain and keep in force, at Contractor's expense, the Bonds required hereunder.

4.2 Insurance

Contemporaneous with Contractor's execution of this Contract, Contractor must provide certificates and policies of insurance evidencing the minimum insurance coverages and limits set forth in Attachment A. For good cause shown, Owner may extend the time for submission of the required policies of insurance upon such terms, and with such assurances of complete and prompt performance, as Owner may impose in the exercise of its sole discretion. Such policies must be in a form, and from companies, acceptable to Owner. Such insurance must provide that no change, modification in, or cancellation of any insurance becomes effective until the expiration of 30 days after written notice thereof has have been given by the insurance company to Owner. Contractor must, at all times while providing, performing, or completing the Work, including, without limitation, at all times while correcting any failure to meet warranty pursuant to Section 3.2 of this Contract, maintain and keep in force, at Contractor's expense, the minimum insurance coverages and limits set forth in Attachment A.

4.3 Indemnification

Contractor hereby agrees to and will indemnify, save harmless, and defend Owner and all of it elected officials, officers, employees, attorneys, agents, and representatives against any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses, including attorneys' fees and administrative expenses, that may arise, or be alleged to have arisen, out of or in connection with Contractor's performance of, or failure to perform, the Work or any part thereof, whether or not due or claimed to be due in whole or in part to the active, passive, or concurrent negligence or fault of Contractor, except to the extent caused solely by the negligence of Owner.

ARTICLE V: PAYMENT

5.1 Contract Price

Owner must pay to Contractor, in accordance with and subject to the terms and conditions set forth in this Article V and Attachment A, and Contractor must accept in full satisfaction for providing, performing, and completing the Work, the amount or amounts set forth in

Attachment A (the “*Contract Price*”), subject to any additions, deductions, or withholdings provided for in this Contract. Owner and Contractor further acknowledge and agree that:

A. Contractor may charge the Village double the Contract Price for any Work the Village requests be performed on Sundays and the following holidays: (i) New Year’s Day. (ii) Martin Luther King, Jr. Day; (iii) Memorial Day; (iv) Fourth of July; (v) Labor Day; (vi) Veterans Day; (vii) Thanksgiving; and (viii) Christmas Day.

B. Contractor may charge the Village the per-diem rates set forth in Contractor’s labor agreement with the International Brotherhood of Electrical Workers Local 9 if the Village requires Contractor to perform Work during a storm.

C. Contractor may charge the Village its time and materials rate for the removal of trees.

5.2 Taxes and Benefits

Owner is exempt from and will not be responsible to pay, or reimburse Contractor for, any state or local sales, use, or excise taxes. The Contract Price includes all other applicable federal, state, and local taxes of every kind and nature applicable to the Work as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits. All claim or right to claim additional compensation by reason of the payment of any such tax, contribution, or premium is hereby waived and released by Contractor.

5.3 Progress Payments

Not applicable to nature of contract.

5.4 Acceptances and Payments

A. Notice of Completion. When the Work has been completed and is ready in all respects for acceptance by Owner, Contractor must notify Owner and request a final inspection (“*Notice of Completion*”). Contractor’s Notice of Completion must be given sufficiently in advance of the Completion Date to allow for scheduling of the final inspection and for completion or correction before the Completion Date of any items identified by such inspection as being defective, damaged, flawed, unsuitable, nonconforming, incomplete, or otherwise not in full compliance with, or as required by or pursuant to, this Contract (“*Punch List Work*”).

B. Punch List and Acceptance. The Work may be finally accepted when, and only when, the whole and all parts thereof have been completed to the satisfaction of Owner in full compliance with, and as required by or pursuant to, this Contract. Upon receipt of Contractor’s Notice of Completion, Owner must make a review of the Work and notify Contractor in writing of all Punch List Work, if any, to be completed or corrected. Following Contractor’s completion or correction of all Punch List Work, Owner must make another review of the Work and prepare and deliver to Contractor either a written notice of additional Punch List Work to be completed or corrected or a written notice of final acceptance of the Work (“*Final Acceptance*”).

C. Payment. As soon as practicable after Acceptance, Contractor must submit to Owner an invoice. Owner must pay to Contractor the balance of the invoice, after deducting therefrom all charges against Contractor as provided for in this Contract (“*Payment*”). Payment must be made not later than 30 days after Owner approves the Pay Request.

5.5 Liens

A. Title. Nothing in this Contract may be construed as vesting in Contractor any right of property in any equipment, materials, supplies, and other items provided under this Contract after they have been installed in, incorporated into, attached to, or affixed to, the Work or the Work Site. All such equipment, materials, supplies, and other items will, upon being so installed, incorporated, attached or affixed, become the property of Owner, but such title will not release Contractor from its duty to insure and protect the Work in accordance with the requirements of this Contract.

B. Waivers of Lien. Contractor must, from time to time at Owner’s request and in any event prior to Final Payment, furnish to Owner such receipts, releases, affidavits, certificates, and other evidence as may be necessary to establish, to the reasonable satisfaction of Owner, that no lien against the Work or the public funds held by Owner exists in favor of any person whatsoever for or by reason of any equipment, material, supplies, or other item furnished, labor performed, or other thing done in connection with the Work or this Contract (“*Lien*”) and that no right to file any Lien exists in favor of any person whatsoever.

C. Removal of Liens. If at any time any notice of any Lien is filed, then Contractor must, promptly and without charge, discharge, remove, or otherwise dispose of such Lien. Until such discharge, removal, or disposition, Owner will have the right to retain from any money payable hereunder an amount that Owner, in its sole judgment, deems necessary to satisfy such Lien and to pay the costs and expenses, including attorneys’ fees and administrative expenses, of any actions brought in connection therewith or by reason thereof.

D. Protection of Owner Only. This Section does not operate to relieve Contractor’s surety or sureties from any of their obligations under the Bonds, nor may it be deemed to vest any right, interest, or entitlement in any subcontractor or supplier. Owner’s retention of funds pursuant to this Section is deemed solely for the protection of its own interests pending removal of such Liens by Contractor, and Owner will have no obligation to apply such funds to such removal but may, nevertheless, do so where Owner’s interests would thereby be served.

5.6 Deductions

A. Owner’s Right to Withhold. Notwithstanding any other provision of this Contract and without prejudice to any of Owner’s other rights or remedies, Owner will have the right at any time or times, whether before or after approval of any Pay Request, to deduct and withhold from any Payment that may be or become due under this Contract such amount as may reasonably appear necessary to compensate Owner for any actual or prospective loss due to: (1) Work that is defective, damaged, flawed, unsuitable, nonconforming, or incomplete; (2) damage for which Contractor is liable under this Contract; (3) state or local sales, use, or

excise taxes from which Owner is exempt; (4) Liens or claims of Lien regardless of merit; (5) claims of subcontractors, suppliers, or other persons regardless of merit; (6) delay in the progress or completion of the Work; (7) inability of Contractor to complete the Work; (8) failure of Contractor to properly complete or document any Pay Request; (9) any other failure of Contractor to perform any of its obligations under this Contract; or (10) the cost to Owner, including attorneys' fees and administrative costs, of correcting any of the aforesaid matters or exercising any one or more of Owner's remedies set forth in Section 6.3 of this Contract.

B. Use of Withheld Funds. Owner is entitled to retain any and all amounts withheld pursuant to Subsection 5.6A above until Contractor has either performed the obligations in question or furnished security for such performance satisfactory to Owner. Owner is entitled to apply any money withheld or any other money due Contractor under this Contract to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, attorneys' fees and administrative expenses incurred, suffered, or sustained by Owner and chargeable to Contractor under this Contract.

ARTICLE VI: DISPUTES AND REMEDIES

6.1 Dispute Resolution Procedure

A. Notice of Disputes and Objections. If Contractor disputes or objects to any requirement, direction, instruction, interpretation, determination, or decision of Owner, Contractor may notify Owner in writing of its dispute or objection and of the amount of any equitable adjustment to the Contract Price or Contract Time to which Contractor claims it will be entitled as a result thereof; provided, however, that Contractor must, nevertheless, proceed without delay to perform the Work as required, directed, instructed, interpreted, determined, or decided by Owner, without regard to such dispute or objection. Unless Contractor so notifies Owner within two business days after receipt of such requirement, direction, instruction, interpretation, determination, or decision, Contractor is conclusively deemed to have waived all such disputes or objections and all claims based thereon.

B. Negotiation of Disputes and Objections. To avoid and settle without litigation any such dispute or objection, Owner and Contractor agree to engage in good faith negotiations. Within three business days after Owner's receipt of Contractor's written notice of dispute or objection, a conference between Owner and Contractor will be held to resolve the dispute. Within three business days after the end of the conference, Owner must render its final decision, in writing, to Contractor. If Contractor objects to the final decision of Owner, then it must, within three business days, give Owner notice thereof and, in such notice, must state its final demand for settlement of the dispute. Unless Contractor so notifies Owner, Contractor will be conclusively deemed (1) to have agreed to and accepted Owner's final decision and (2) to have waived all claims based on such final decision.

6.2 Contractor's Remedies

If Owner fails or refuses to satisfy a final demand made by Contractor pursuant to Section 6.1 of this Contract, or to otherwise resolve the dispute which is the subject of such demand to the satisfaction of Contractor, within 10 days after receipt of such demand, then Contractor will be entitled to pursue such remedies, not inconsistent with the provisions of this Contract, as it may have in law or equity.

6.3 Owner's Remedies

If it should appear at any time prior to Final Payment that Contractor has failed or refused to prosecute, or has delayed in the prosecution of, the Work with diligence at a rate that assures completion of the Work in full compliance with the requirements of this Contract on or before the Completion Date, or has attempted to assign this Contract or Contractor's rights under this Contract, either in whole or in part, or has falsely made any representation or warranty in this Contract, or has otherwise failed, refused, or delayed to perform or satisfy any other requirement of this Contract or has failed to pay its debts as they come due ("*Event of Default*"), and has failed to cure any such Event of Default within five business days after Contractor's receipt of written notice of such Event of Default, then Owner will have the right, at its election and without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

1. Owner may require Contractor, within such reasonable time as may be fixed by Owner, to complete or correct all or any part of the Work that is defective, damaged, flawed, unsuitable, nonconforming, or incomplete; to remove from the Work Site any such Work; to accelerate all or any part of the Work; and to take any or all other action necessary to bring Contractor and the Work into strict compliance with this Contract.
2. Owner may perform or have performed all Work necessary for the accomplishment of the results stated in Paragraph 1 above and withhold or recover from Contractor all the cost and expense, including attorneys' fees and administrative costs, incurred by Owner in connection therewith.
3. Owner may accept the defective, damaged, flawed, unsuitable, nonconforming, incomplete, or dilatory Work or part thereof and make an equitable reduction in the Contract Price.
4. Owner may terminate this Contract without liability for further payment of amounts due or to become due under this Contract.
5. Owner may, without terminating this Contract, terminate Contractor's rights under this Contract and, for the purpose of completing or correcting the Work, evict Contractor and take possession of all equipment, materials, supplies, tools, appliances, plans, specifications, schedules, manuals, drawings, and other papers relating to the Work, whether at the Work Site or elsewhere, and either

complete or correct the Work with its own forces or contracted forces, all at Contractor's expense.

6. Upon any termination of this Contract or of Contractor's rights under this Contract, and at Owner's option exercised in writing, any or all subcontracts and supplier contracts of Contractor will be deemed to be assigned to Owner without any further action being required, but Owner may not thereby assume any obligation for payments due under such subcontracts and supplier contracts for any Work provided or performed prior to such assignment.
7. Owner may withhold from any Progress Payment or Final Payment, whether or not previously approved, or may recover from Contractor, any and all costs, including attorneys' fees and administrative expenses, incurred by Owner as the result of any Event of Default or as a result of actions taken by Owner in response to any Event of Default.
8. Owner may recover any damages suffered by Owner.

6.4 Owner's Additional Remedy for Delay

If the Work is not completed by Contractor, in full compliance with, and as required by or pursuant to, this Contract, within the Contract Time as such time may be extended by Change Order, then Owner may invoke its remedies under Section 6.3 of this Contract or may, in the exercise of its sole and absolute discretion, permit Contractor to complete the Work but charge to Contractor, and deduct from any Progress or Final Payments, whether or not previously approved, administrative expenses and costs for each day completion of the Work is delayed beyond the Completion Date, computed on the basis of the "*Per Diem Administrative Charge*" set forth in Attachment A, as well as any additional damages caused by such delay.

6.5 Terminations and Suspensions Deemed for Convenience

Any termination or suspension of Contractor's rights under this Contract for an alleged default that is ultimately held unjustified will automatically be deemed to be a termination or suspension for the convenience of Owner under Section 1.15 of this Contract.

ARTICLE VII: LEGAL RELATIONSHIPS AND REQUIREMENTS

7.1 Binding Effect

This Contract is binding on Owner and Contractor and on their respective heirs, executors, administrators, personal representatives, and permitted successors and assigns. Every reference in this Contract to a party is deemed to be a reference to the authorized officers, employees, agents, and representatives of such party.

7.2 Relationship of the Parties

Contractor will act as an independent contractor in providing and performing the Work. Nothing in, nor done pursuant to, this Contract may be construed (1) to create the relationship of principal and agent, partners, or joint venturers between Owner and Contractor or (2) except as provided in Paragraph 6.3(6) above, to create any relationship between Owner and any subcontractor or supplier of Contractor.

7.3 No Collusion/Prohibited Interests

Contractor hereby represents that the only persons, firms, or corporations interested in this Contract as principals are those disclosed to Owner prior to the execution of this Contract, and that this Contract is made without collusion with any other person, firm, or corporation. If at any time it is found that Contractor has, in procuring this Contract, colluded with any other person, firm, or corporation, then Contractor will be liable to Owner for all loss or damage that Owner may suffer thereby, and this Contract will, at Owner's option, be null and void.

Contractor hereby represents and warrants that neither Contractor nor any person affiliated with Contractor or that has an economic interest in Contractor or that has or will have an interest in the Work or will participate, in any manner whatsoever, in the Work is acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism, and neither Contractor nor any person affiliated with Contractor or that has an economic interest in Contractor or that has or will have an interest in the Work or will participate, in any manner whatsoever, in the Work is, directly or indirectly, engaged in, or facilitating, the Work on behalf of any such person, group, entity or nation.

7.4 Assignment

Contractor may not (1) assign this Contract in whole or in part, (2) assign any of Contractor's rights or obligations under this Contract, or (3) assign any payment due or to become due under this Contract without the prior express written approval of Owner, which approval may be withheld in the sole and unfettered discretion of Owner; provided, however, that Owner's prior written approval will not be required for assignments of accounts, as defined in the Illinois Commercial Code, if to do so would violate Section 9-318 of the Illinois Commercial Code, 810 ILCS 5/9-318. Owner may assign this Contract, in whole or in part, or any or all of its rights or obligations under this Contract, without the consent of Contractor.

7.5 Confidential Information

All information supplied by Owner to Contractor for or in connection with this Contract or the Work must be held confidential by Contractor and may not, without the prior express written consent of Owner, be used for any purpose other than performance of the Work.

7.6 No Waiver

No examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by Owner, nor any order by Owner for the payment of money, nor any payment for, or use, occupancy, possession, or acceptance of, the whole or any part of the Work by Owner, nor any extension of time granted by Owner, nor any delay by Owner in exercising any right under this Contract, nor any other act or omission of Owner may constitute or be deemed to be an acceptance of any defective, damaged, flawed, unsuitable, nonconforming or incomplete Work, equipment, materials, or supplies, nor operate to waive or otherwise diminish the effect of any warranty or representation made by Contractor; or of any requirement or provision of this Contract; or of any remedy, power, or right of Owner.

7.7 No Third Party Beneficiaries

No claim as a third party beneficiary under this Contract by any person, firm, or corporation other than Contractor may be made or be valid against Owner.

7.8 Notices

All notices required or permitted to be given under this Contract must be in writing and are deemed received by the addressee thereof when delivered in person on a business day at the address set forth below or on the third business day after being deposited in any main or branch United States post office, for delivery at the address set forth below by properly addressed, postage prepaid, certified or registered mail, return receipt requested.

Notices and communications to Owner must be addressed to, and delivered at, the following address:

	<u>with a copy to:</u>
Village of Winnetka	Elrod Friedman LLP
510 Green Bay Road	325 North LaSalle Street, Suite 450
Winnetka, IL 60093	Chicago, Illinois 60654
Attention: Village Manager	Attention: Peter M. Friedman

Notices and communications to Contractor must be addressed to, and delivered at, the following address:

	<u>with a copy to:</u>
<u>[name of successful bidder]</u>	_____
<u>[address of successful bidder]</u>	_____
_____	_____

The foregoing may not be deemed to preclude the use of other non-oral means of notification or to invalidate any notice properly given by any such other non-oral means.

By notice complying with the requirements of this Section, Owner and Contractor each have the right to change the address or addressee or both for all future notices to it, but no notice of a change of address is effective until actually received.

7.9 Governing Laws

This Contract and the rights of Owner and Contractor under this Contract will be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois.

7.10 Changes in Laws

Unless otherwise explicitly provided in this Contract, any reference to laws includes such laws as they may be amended or modified from time to time.

7.11 Compliance with Laws

A. Compliance Required. Contractor must give all notices, pay all fees, and take all other action that may be necessary to ensure that the Work is provided, performed, and completed in accordance with all required governmental permits, licenses or other approvals and authorizations that may be required in connection with providing, performing, and completing the Work, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 et seq.; any other applicable prevailing wage laws; the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes requiring preference to laborers of specified classes; the Illinois Steel Products Procurement Act, 30 ILCS 565/1 et seq.; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., and the Public Works Discrimination Act, 775 ILCS 10/0.01 et seq.; and any statutes regarding safety or the performance of the Work, including the Illinois Underground Utility Facilities Damage Prevention Act, 220 ILCS 50/1 et seq., and the Occupational Safety and Health Act of 1970, 29 U.S.C. §§ 651 et seq.

B. Liability for Fines, Penalties. Contractor is solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Contractor's, or its subcontractors' or suppliers', performance of, or failure to perform, the Work or any part thereof.

C. Prevailing Wage Act. **Not applicable for this contract.**

D. Required Provisions Deemed Inserted. Every provision of law required by law to be inserted into this Contract is deemed to be inserted herein.

7.12 Compliance with Patents

A. Assumption of Costs, Royalties, and Fees. Contractor will pay or cause to be paid all costs, royalties, and fees arising from the use on, or the incorporation into, the Work, of patented equipment, materials, supplies, tools, appliances, devices, processes, or inventions.

B. Effect of Contractor Being Enjoined. Should Contractor be enjoined from furnishing or using any equipment, materials, supplies, tools, appliances, devices, processes, or inventions supplied or required to be supplied or used under this Contract, Contractor must promptly offer substitute equipment, materials, supplies, tools, appliances, devices, processes, or inventions in lieu thereof, of equal efficiency, quality, suitability, and market value, for review by Owner. If Owner should disapprove the offered substitutes and should elect, in lieu of a substitution, to have supplied, and to retain and use, any such equipment, materials, supplies, tools, appliances, devices, processes, or inventions as may by this Contract be required to be supplied, Contractor must pay such royalties and secure such valid licenses as may be requisite and necessary for Owner to use such equipment, materials, supplies, tools, appliances, devices, processes, or inventions without being disturbed or in any way interfered with by any proceeding in law or equity on account thereof. Should Contractor neglect or refuse to make any approved substitution promptly, or to pay such royalties and secure such licenses as may be necessary, then Owner will have the right to make such substitution, or Owner may pay such royalties and secure such licenses and charge the cost thereof against any money due Contractor from Owner or recover the amount thereof from Contractor and its surety or sureties notwithstanding that Final Payment may have been made.

7.13 Time

The Contract Time is of the essence of this Contract. Except where otherwise stated, references in this Contract to days is construed to refer to calendar days.

7.14 Severability

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

7.15 Entire Agreement

This Contract sets forth the entire agreement of Owner and Contractor with respect to the accomplishment of the Work and the payment of the Contract Price therefor, and there are no other understandings or agreements, oral or written, between Owner and Contractor with respect to the Work and the compensation therefor.

7.16 Amendments

No modification, addition, deletion, revision, alteration or other change to this Contract is effective unless and until such change is reduced to writing and executed and delivered by Owner and Contractor.

CONTRACT

IN WITNESS WHEREOF, Owner and Contractor have caused this Contract to be executed by their properly authorized representatives in two original counterparts as of the Effective Date.

Village of Winnetka

By: _____

Name: _____

Title: _____

Attest:

By: _____

Name: _____

Title: _____

[Name of contractor]

By: _____

Name: _____

Title: _____

Attest:

By: _____

Name: _____

Title: _____

STATE OF ILLINOIS)
)
COUNTY OF _____) SS

CONTRACTOR’S CERTIFICATION

[Contractor’s executing officer], being first duly sworn on oath, deposes and states that all statements herein made are made on behalf of Contractor, that this deponent is authorized to make them, and that the statements contained herein are true and correct.

Contractor deposes, states, and certifies that Contractor is not barred from contracting with a unit of state or local government as a result of (i) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.; or (ii) a violation of the USA Patriot Act of 2001, 107 Public Law 56 (October 26, 2001) (the “*Patriot Act*”) or other statutes, orders, rules, and regulations of the United States government and its various executive departments, agencies and offices related to the subject matter of the Patriot Act, including, but not limited to, Executive Order 13224 effective September 24, 2001.

DATED: _____, 20__.

[Name of contractor]

By: _____

Name: _____

Title: _____

Attest:

By: _____

Name: _____

Title: _____

Subscribed and Sworn to before me on _____, 20__.

My Commission expires: _____

Notary Public

(SEAL)

**VILLAGE OF WINNETKA
CONTRACT FOR UTILITY LINE CLEARANCE**

ATTACHMENT A

SUPPLEMENTAL SCHEDULE OF CONTRACT TERMS

1. Project – Utility Line Clearance:

The work shall consist of furnishing all supervision, qualified labor, tools, materials, and equipment to trim and/or remove trees, brush, or other vegetation interfering with the Village's electric power lines and to dispose of the debris resulting from such work in a lawful manner.

2. Work Site:

As needed, throughout the Village of Winnetka where utility lines are present.

3. Permits, Licenses, Approvals, and Authorizations:

Contractor must obtain all required governmental permits, licenses, approvals, and authorizations, except:

☒ [Identify permits, licenses, and approvals obtained, or to be obtained, by Owner]
Owner will offset cost of any required permits.

☐ No Exceptions

4. Commencement Date:

☒ The date of execution of the Contract by Owner.

☐ _____ days after execution of the Contract by Owner.

☐ _____, 20____

5. Completion Date:

☒ 365 days (4/1/2023 to 3/31/2024) after the Commencement Date plus extensions, if any, authorized by a Change Order issued pursuant to Subsection 2.2A of the Contract.

☐ _____, 20____, plus extensions, if any, authorized by a Change Order issued pursuant to Subsection 2.2A of the Contract

6. Insurance Coverage:

A. Worker's Compensation and Employer's Liability with limits not less than:

(1) Worker's Compensation: Statutory.

(2) Employer's Liability: \$1,000,000 injury-per occurrence; \$1,000,000 disease-per employee; \$1,000,000 disease-policy limit

Such insurance must evidence that coverage applies in the State of Illinois.

- ☐ B. Comprehensive Motor Vehicle Liability with a combined single limit of liability for bodily injury and property damage of not less than \$2,000,000 for vehicles owned, non-owned, or rented.

All employees must be included as insureds.

- ☐ C. Comprehensive General Liability with coverage written on an "occurrence" basis and with limits no less than:

(1) General Aggregate: \$5,000,000. See Subsection F below regarding use of umbrella coverage.

(2) Bodily Injury: \$2,000,000 per person; \$2,000,000 per occurrence

(3) Property Damage: \$2,000,000 per occurrence and \$5,000,000 aggregate.

Coverage must include:

- Premises / Operations
- Products / Completed Operations (to be maintained for two years after Final Payment)
- Independent Contractors
- Personal Injury (with Employment Exclusion deleted)
- Broad Form Property Damage Endorsement
- Blanket Contractual Liability (must expressly cover the indemnity provisions of the Contract)
- Bodily Injury and Property Damage

"X", "C", and "U" exclusions must be deleted.

Railroad exclusions must be deleted if Work Site is within 50 feet of any railroad track.

All employees must be included as insured.

- ☐ D. Builders Risk Insurance. This insurance must be written in completed value form, must protect Contractor and Owner against "all risks" of direct physical loss to buildings, structures, equipment, and materials to be used in providing, performing, and completing

the Work, including without limitation fire extended coverage, vandalism and malicious mischief, sprinkler leakage, flood, earth movement and collapse, and must be designed for the circumstances that may affect the Work.

This insurance must be written with limits not less than the insurable value of the Work at completion. The insurable value must include the aggregate value of Owner-furnished equipment and materials to be constructed or installed by Contractor.

This insurance must include coverage while equipment or materials are in warehouses, during installation, during testing, and after the Work is completed, but prior to Final Payment. This insurance must include coverage while Owner is occupying all or any part of the Work prior to Final Payment without the need for the insurance company's consent.

- ☐ E. Owner's and Contractor's Protective Liability Insurance. Contractor, at its sole cost and expense, must purchase this Insurance in the name of Owner with a combined single limit for bodily injury and property damage of not less than \$1,000,000.
- ☐ F. Umbrella Policy. The required coverage may be in the form of an umbrella policy above \$2,000,000 primary coverage. All umbrella policies must provide excess coverage over underlying insurance on a following-form basis so that, when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover that loss.
- ☐ G. Deductible. Each policy must have a deductible or self-insured retention of not more than \$_____.
- ☒ H. Owner as Additional Insured. Owner must be named as an Additional Insured on the following policies:
General and Auto

The Additional Insured endorsement must identify Owner as follows:

The Village of Winnetka and its boards, commissions, committees, authorities, employees, agencies, officers, voluntary associations, and other units operating under the jurisdiction and within the appointment of its budget.

- ☐ I. Other Parties as Additional Insureds. In addition to Owner, the following parties must be named as additional insured on the following policies:

Additional Insured	Policy or Policies
_____	_____
_____	_____
_____	_____

7. Contract Price:**SCHEDULE OF PRICES****A. DURING NORMAL WORKDAY (HOURLY RATES)****Personnel**

Position	4/1/23 to 3/31/24
Crew Leader	96.19
Trimmer	91.35
Groundman	59.50
General Foreman	98.99

A crew will consist of

Crew Leader, Trimmer and Groundman

(State the number and classification of personnel in a crew.)

Equipment

Item	4/1/23 to 3/31/24
Pick-up Truck	16.05
Trim Trk with/2 Power Saws	27.68
Chipper	8.60
Aerial Device with hydraulic tools & 1 gas power saw	40.55

**SCHEDULE OF UNIT PRICES FOR UTILITY LINE CLEARANCE
AFTER NORMAL WORK HOURS (HOURLY RATES)**

Personnel

Position	4/1/23 to 3/31/24
Crew Leader	121.75
Trimmer	114.81
Groundman	73.49
General Foreman	123.20

A crew will consist of

Crew Leader, Trimmer and Groundman

(State the number and classification of personnel in a crew.)

Emergency Phone Number(s): _____

Contact Name: _____

Equipment

Item	4/1/23 to 3/31/24
Pick-up Truck	16.05
Trim Trk w/2 Power Saws	27.68
Chipper	8.60
Aerial Device with hydraulic tools & 1 gas power saw	40.55
Other Equipment:	1.14

- D. Any items of Work not specifically listed or referred to in the Schedule of Prices, or not specifically included for payment under any Unit Price Item, shall be deemed incidental to the Contract Price, shall not be measured for payment, and shall not be paid for separately except as incidental to the Contract Price, including without limitation extraordinary equipment repair, the cost of transportation, packing, cartage, and containers, the cost of preparing schedules and submittals, the cost or rental of small tools or buildings, the cost of utilities and sanitary conveniences, and any portion of the time of Bidder, its superintendents, or its office and engineering staff.

- E. Application of Payments. All Progress and Final Payments made by Owner to Contractor will be applied to the payment or reimbursement of the costs with respect to which they were paid and will not be applied to or used for any pre-existing or unrelated debt between Contractor and Owner or between Contractor and any third party.

9. Per Diem Administrative Charge:

☐ \$ _____

☒ No Charge

10. Standard Specifications:

The Contract includes the following Illinois Department of Transportation standard specifications, each of which are incorporated into the Contract by reference:

☐ "State of Illinois Standard Specifications for Road and Bridge Construction" (SSRB)

☐ "Standard Specifications for Water and Sewer Main Construction in Illinois" (SSWS)

☒ "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways" (MUTCD).

The Contract also includes Owner's Village Code and Building Codes.

References to any of these manuals, codes, and specifications means the latest editions effective on the date of the bid opening.

See Attachment C for any special project requirements.

VILLAGE OF WINNETKA CONTRACT FOR UTILITY LINE CLEARANCE

ATTACHMENT B

SPECIFICATIONS

SPECIFICATIONS

1. The summer season is normally active with storms that cause outages due to tree contact and wind. It is the purpose of tree trimming on utility lines to reduce the effect of storms, electric outages, on the customers. To accomplish the reduction of outages due to storms, tree trimming will begin on May 1, 2023 and work will continue daily until all the required trimming is complete or the contract dollar amount is attained.
2. The Contractor shall furnish all supervision, labor, tools, equipment and transportation to trim trees, brush, or other vegetation interfering with the Village's power lines, telephone and cable owned by others, and to dispose of the debris resulting from such work in a lawful manner and as directed by the Village. Contractor shall charge only for actual time on the Village of Winnetka property tree trimming or delivering door notices. Travel time from a location off property will not be paid, including travel to disposal of wood chips. Village of Winnetka can provide an on-property parking location for the overnight storage of Contractor vehicles and equipment.
3. The Contractor shall notify the property owner or public authorities in the form of an information letter or door card (the Village of Winnetka will assist in providing notice) at least one-day prior to necessary work for each tree to be trimmed. Whenever any work cannot be completed, the Contractor shall submit a written report to the Distribution Superintendent setting forth the location of the tree to be trimmed and the work deemed necessary by the Contractor. Adjacent property owners shall have notification of the work to be performed no less than the day before the work is performed. Said notification shall include a telephone number and the normal hours of operation. Cost for the distribution of the information letter shall not include any equipment charges beyond the hourly rate for a pickup.
4. The Contractor shall perform all work to the complete satisfaction of the Village and in accordance with all-municipal, county, state, federal and other laws, ordinances or regulations applicable to such work. All work shall be performed in accordance with the industry practices and standards established for such work.
5. All tree trimming shall be done to obtain the minimum clearance possible to safeguard the integrity of the Village's power lines and the public health, safety and welfare. All tree trimming shall be done on a two year cycle with due consideration of current and future tree health and symmetry, but such considerations are secondary to the need to safeguard the public health, safety and welfare. Trimming will be done in accordance with the Pruning

Standards for Shade Trees, as set forth by the National Arborists Association and Morton Arboretum and in the manner satisfactory to the Village or Village Forester.

6. The Contractor shall at all times be responsible for the conduct and discipline of his employees. All workers must have sufficient knowledge, skill, and experience to perform properly the Work assigned to them, including line clearance near energized power lines. Any foreman or worker employed by the Contractor who, in the opinion of the Director of Water & Electric, does not perform the Work in a skillful manner or appears to be incompetent or to act in a disorderly or intemperate manner shall, upon the written request of the Director of Water & Electric, be discharged immediately and shall not be employed again in any portion of the Work without the approval of the Director of Water & Electric. The Contractor's personnel shall at all times present a neat and Workmanlike appearance.

7. All work shall be done and all complaints handled by the Contractor with due regard to the Village of Winnetka's public relations. The Contractor agrees that complaints of any nature shall receive immediate attention and that he shall make all efforts to effect a proper adjustment. All complaints and the actions taken by the Contractor, in connection with such complaints, shall be reported to the Village. It is understood that the Contractor does not represent the Village of Winnetka and has no authority to obligate the Village of Winnetka for any payment or benefit of any kind to any person.

8. The Contractor shall keep the necessary guards and protective devices at work locations to prevent accidents to the public or damage to property.

9. The Contractor shall secure all information as to the nature of the electrical circuits involved in every case prior to starting work. It is understood that all electrical circuits of the Village shall continue in normal operation during this work and may be energized up to voltages of 12,500 volts. The Contractor is solely responsible for providing and using all necessary protective equipment for the safety of his employees and to guard against interference with the normal operation of the Village's power lines, telephone and cable facilities.

10. The Contractor shall notify the Village of any dead, dangerous or diseased trees located within the trimming area of the power line(s). After permission is approved, the contractor will be responsible for the removal and disposal of all debris resulting from such work in a lawful manner and as directed by a Village representative.

11. The Contractor shall legally dispose of all debris resulting from his work, including woodchips, at the cost of the contractor, and shall leave the work area in a condition equal or better than before the work was undertaken. The Village may allow the Contractor to utilize the Village's composting facility for wood chip debris from Village work only. Use of the facility and its costs must be obtained prior to dumping from the Director of Public Works.

12. The Contractor shall perform the work under this contract during normal business hours of 7:00 a.m. to 5:00 p.m., Monday through Friday, except holidays, unless otherwise authorized by the Village. Each morning the contractor shall notify the Director of Water and Electric,

Brian Keys, or his designee, before work begins, their location of work, which Circuit the contractor will be trimming, and request that the circuit be placed in “one-shot” (i.e. non reclosing function). After work is completed for the day, the Contractor will call the Electric Plant to inform the Plant Operator that work for the day is completed, all workers are on the ground, and the Circuit can be returned to normal.

13. On an as-needed basis, the Contractor may be required to provide emergency tree trimming services after storm situations Monday through Sunday during the entire year of the contract. Contractor shall provide a crew with equipment within three (3) hours after request is made to the emergency phone number or contact person. Overtime hours will be paid at the appropriate rates as shown on the “After Hours Prices” sheet. All other work rules remain in effect. Contractor will supply a contact emergency phone number and individual name.

14. The Contractor shall submit a weekly statement detailing the man-hours, equipment and material employed during the period. The statement should include detailed information on the location and type of line clearance work conducted and as authorized by the Village.

**VILLAGE OF WINNETKA
CONTRACT FOR UTILITY LINE CLEARANCE**

**ATTACHMENT C
SPECIAL PROJECT REQUIREMENTS**

1. DIRECTOR OF WATER AND ELECTRIC'S RESPONSIBILITY AND AUTHORITY:

All Work shall be done under the general supervision of the Village Director of Water and Electric, or designee. The Director of Water and Electric shall decide any and all questions which may arise as to the quality and acceptability of material furnished, Work performed, rate of progress of Work, interpretation of Drawings and Specifications and all questions as to the acceptable fulfillment of the Contract on the part of the Contractor.

2. DIRECTOR OF WATER AND ELECTRIC'S DECISIONS: All claims of the Contractor, including requests for change orders, whether by addition to or subtraction from the Contract and/or payments thereunder, shall be presented to the Village Director of Water and Electric who shall render a decision in writing within a reasonable time. No such decision shall have any effect unless it be in writing and signed by the Director of Water and Electric.

3. CONTINUATION OF WORK: The contractor will continue to work on the Village's line clearance work on a consistent basis until released by the Village. If the contractor needs to utilize resources assigned to Winnetka's contract, they will secure approval from the Water & Electric Director prior to re-assigning any resources.

4. SUSPENSION OF WORK: The Director of Water and Electric shall have the authority to suspend the Work, wholly or in part, for such periods as the Director of Water and Electric may deem necessary, due to unsuitable weather, or such other conditions as are considered unfavorable for prosecution of the Work, or failure on the part of the Contractor to carry out the provisions of the Contract or to supply materials meeting the requirements of the Specifications. The Contractor shall not suspend operations without the Director of Water and Electric's permission.

5. INSPECTION OF WORK: All materials and each part or detail of the Work shall be always subject to inspection by the Director Water and Electric or his designated inspector, and the Contractor will be held strictly to the true intent of the Specifications in regard to quality of materials, Workmanship, and the diligent execution of the Contract. The Director of Water and Electric shall be allowed access to all parts of the Work and shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed inspection.

6. CHARACTER OF WORKERS: The Contractor shall always be responsible for the conduct and discipline of his employees and/or subcontractors or persons employed by subcontractors. All workers must have sufficient knowledge, skill and experience to perform properly the Work assigned to them. Any foreman or worker employed by the Contractor or subcontractor who, in the opinion of the Director of Water and Electric, does not perform the Work in a skillful manner or appears to be incompetent or to act in a disorderly or intemperate manner shall, at the written request of the Director of Water and Electric, be discharged immediately and shall not be

employed again in any portion of the Work without the approval of the Director of Water and Electric.

7. CLEANING UP: The Contractor shall remove from the Village's property, and from all public and private property, all temporary structures, rubbish, and waste materials resulting from their operations or caused by their employees and shall remove all surplus materials leaving the site smooth, clean and true to line and grade.

Upon completion of the Work, the Contractor shall restore the Village's property, and any other public and private property affected by the Work, in accordance with the provisions of the Contract Documents.

8. UTILITIES: The Contractor shall be solely responsible for the location and protection of all existing utilities within the project(s) limits. Any damage thereto due to his tree trimming operations, and/or resultant repairs, shall remain his responsibility. Should any conflict with utilities arise that require adjustment/relocation of said utilities, the Contractor may be required to change his schedule of work and/or suspend operations. In this event, no additional compensation will be allowed.

9. PROJECT SCHEDULE:

This contract will be in effect from **April 1, 2023, to March 31, 2024.**

The contractor shall proceed with the assigned work after notification by phone, email or fax from the Director of Water and Electric or his designee. The contractor will continue to work until released by the Director of Water and Electric or all assigned work has been completed. The Village Water and Electric Department has the right to add work to the assigned jobs during the contractor's presence in the Village. Failure to comply with the requirement will be cause for default of the contract.

Exhibit #1

Bid #022-051

Utility Line Clearance - Unit Prices for Normal Work Day (Hourly Rates)

Contract Period: 4/1/2023 - 3/31/2024

Personnel:	Asplundh Tree Expert Co.
<i>Crew Leader</i>	\$96.19
<i>Trimmer</i>	\$91.35
<i>Groundman</i>	\$59.50
<i>General Foreman</i>	\$98.99

<i>Crew Composition as noted by vendor:</i>	1 Crew Leader, 1 Trimmer & 1 Groundman
---	--

Equipment:	Asplundh Tree Expert Co.
<i>Pick up Truck</i>	\$16.05
<i>Trim Truck with 2 power saws</i>	\$27.68
<i>Chipper</i>	\$8.60
<i>Aerial Device with hydraulic tools and 1 gas power saw</i>	\$40.55

Bid #022-051**Utility Line Clearance - Unit Prices for AFTER Normal Work Day (Hourly Rates)****Contract Period: 4/1/2023 - 3/31/2024**

	Asplundh Tree Expert Co.
Personnel:	
<i>Crew Leader</i>	\$121.75
<i>Trimmer</i>	\$114.81
<i>Groundman</i>	\$73.49
<i>General Foreman</i>	\$123.20

<i>Crew Composition as noted by vendor:</i>	1 Crew Leader, 1 Trimmer & 1 Groundman
---	--

	Asplundh Tree Expert Co.
Equipment:	
<i>Pick-up Truck</i>	\$16.05
<i>Trim Truck with 2 power saw</i>	\$27.68
<i>Chipper</i>	\$8.60
<i>Aerial Device with hydraulic tools and 1 gas power saw</i>	\$40.55
<i>Other Equipment:</i>	\$1.14



Agenda Item Executive Summary

TITLE: Resolution No. R-10-2023: Approving Change Order No. 3 to the Contract with Maple Cable Construction, Inc. for Directional Boring Work (Adoption)

PRESENTER: Brian Keys

AGENDA DATE: January 17, 2023

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

- May 18, 2021: Adoption of Resolution No. R-54-2021, Approving a Contract with Maple Cable Construction, Inc. for Directional Boring Work.
- January 4, 2022: Adoption of Resolution No. R-04-2022, Approving Change Order No. 1 to the Contract with Maple Cable Construction, Inc. for Directional Boring Work.
- April 19, 2022: Adoption of Resolution No. R-40-2022, Approving Change Order No. 2 to the Contract with Maple Cable Construction, Inc. for Directional Boring Work.

EXECUTIVE SUMMARY:

In 2021, the Village issued Request for Bid #021-009 for directional boring services. Contractors were asked to provide fixed prices for units of work over three contract years. At the May 18, 2021, Village Council Meeting, the Council approved a contract with Maple Cable Construction Inc. for directional boring services. At the April 19, 2022, Village Council Meeting, the Council approved a Change Order to the contract, accepting "Year 2" unit pricing for directional boring work performed during the period of June 1, 2022 through May 31, 2023. Staff is requesting funding authorization for the new fiscal year in the amount of \$215,000 for work performed under the agreement with Maple Cable Construction during the period of January 1, 2023 through May 31, 2023.

The 2023 Electric Fund Budget contains \$515,000 for directional boring services. Of this funding, \$75,000 (account #500.42.31-660) is allocated for system reinforcement and \$440,000 (account 500.42.37-660) is allocated for new business projects initiated by customer requests.

Resolution No. R-10-2023, prepared by the Village Attorney, authorizes a change order to the contract with Maple Cable Construction, Inc.

RECOMMENDATION:

Consider adoption of Resolution No. R-10-2023, a resolution approving Change Order No. 3 to the contract with Maple Cable Construction, Inc. for directional boring work.

ATTACHMENTS:

1. Resolution No. R-10-2023: Approving Change Order No. 3 to Contract with Maple Cable Construction

RESOLUTION NO. R-10-2023

**A RESOLUTION APPROVING CHANGE ORDER NO. 3 TO THE CONTRACT WITH
MAPLE CABLE CONSTRUCTION, INC., FOR DIRECTIONAL BORING WORK**

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

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

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

WHEREAS, on April 19, 2022, the Village Council approved Resolution R-40-2022, authorizing Change Order No. 2 to the Contract with Contract to authorize work to be performed during the period of June 1, 2022 through December 31, 2022; and

WHEREAS, the Village has been satisfied with the Contractor's previous performance and desires to authorize the expenditure of an additional \$215,000 for Work to be performed during the period of January 1, 2023 through May 31, 2023, pursuant to the pricing set forth in **Exhibit A** attached hereto and incorporated herein ("***Additional Work***"); and

WHEREAS, the Contractor has agreed to perform the Additional Work pursuant to a change order ("***Change Order No. 3***"); and

WHEREAS, the Village Council has determined that it is in the best interests of the Village and its residents to enter into Change Order No. 3 with Contractor;

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

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

SECTION 2: APPROVAL OF CHANGE ORDER NO. 3. The Village Council hereby approves Change Order No. 3 to authorize the Additional Work from the Contractor pursuant to the terms of the Contract.

SECTION 3: AUTHORIZATION TO EXECUTE CHANGE ORDER NO. 3. The Village Council hereby authorizes and directs the Village President and the Village Clerk to

January 17, 2023

R-10-2023

execute and attest, respectively, on behalf of the Village, Change Order No. 3, which shall be in a final form approved by the Village Manager.

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 17th day of January, 2023, pursuant to the following roll call vote:

AYES:

NAYS:

ABSENT:

ABSTAIN:

Signed

Village President

Countersigned:

Village Clerk

January 17, 2023

R-10-2023

EXHIBIT A

Pricing

January 17, 2023

R-10-2023

EXHIBIT A

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

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

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

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

Electric Conduit
Construction
Company

Maple Cable
Construction
Company



Agenda Item Executive Summary

TITLE: Resolution No. R-11-2023: Approving a Contract with American Combustion Service, Inc. for Brickwork Repairs to Boiler #5 (Adoption)

PRESENTER: Brian Keys

AGENDA DATE: January 17, 2023

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

The 2023 Electric Fund Budget contains \$60,000 for planned repairs to the refractory in Boiler #5. The budget line item is incorrectly listed as "Boiler #7". Refractory repairs to Boiler #7 were completed in 2022.

EXECUTIVE SUMMARY:

Staff is requesting approval to make repairs to the internal refractory (i.e. brickwork) of Boiler #5 at the Electric Plant. The repairs were identified in 2022 during the boiler's annual inspection. Funding for the repairs was allocated in the 2023 Budget. Proposals have been received from three vendors with the repair cost ranging from \$13,250 to \$29,031.

The Village's Electric Plant utilizes four natural gas fire boilers to generate the steam used to rotate the three steam turbine generators. Boiler #5 is a 1938 boiler manufactured by Babcock & Wilcox which produces approximately 40,000 lbs. of steam per hour. Three mechanical firms inspected the boiler's internal burner box. Staff requested repair proposals from the firms. All of the firms, Independent Mechanical, Hudson Boiler and American Combustion Service, have previously worked on the boilers at the Electric Plant.

Proposals for the required repairs were as follows:

Hudson Boiler & Tank Company: \$29,031

American Combustion Service: \$28,323

Independent Mechanical: \$13,250

After inspecting the boiler, each of the contractors proposed different materials and/or approaches to the repair. After evaluating the proposals, staff is recommending acceptance of the proposal submitted by American Combustion Service. This contractor performed repairs to Boiler #7 brickwork in 2022 in a satisfactory manner (Reference Resolution No. R-05-2022).

Staff is recommending use of American Combustion Service. Resolution No. R-11-2023, prepared by the Village Attorney, waives bidding and approves a contract with American Combustion Service, Inc. for brickwork repairs to Boiler #5 in an amount not to exceed \$28,323.

The repair of Boiler #5 is a project contained in the 2023 Electric Fund Budget (Account #500.41.28-567) with allocated funding of \$60,000. Note, the line item in the budget book incorrectly indicates Boiler #7. Boiler #7 repairs were completed in 2022. The funding is intended for refractory repairs in Boiler #5.

Resolution No. R-11-2023; prepared by the Village Attorney, waives bidding requirements and awards a contract to American Combustion Service, Inc. for brickwork repairs to Boiler #5 in the amount of \$28,323.

RECOMMENDATION:

Consider adoption of Resolution No. R-11-2023, to waive bidding and approve a contract with American Combustion Service, Inc. for brickwork repairs to Boiler #5.

ATTACHMENTS:

1. Resolution No. R-11-2023: Approving Contract with American Combustion Service

RESOLUTION NO. R-11-2023

**A RESOLUTION APPROVING A CONTRACT WITH
AMERICAN COMBUSTION SERVICE, INC. FOR
BRICKWORK REPAIRS TO BOILER #5**

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

WHEREAS, the Village's Department of Water and Electric operates Boiler No. 5 ("**Boiler**"), which is in need of repair ("**Materials and Services**"); and

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

WHEREAS, due to the unique nature of the Services and complexity of putting the Materials and Services out to bid, the contract for the Materials and Services is not adaptable to competitive bidding; and

WHEREAS, the Village desires to enter into an agreement with American Combustion Service, Inc. ("**Contractor**") to provide the Materials and Services to repair the Boiler ("**Contract**") in an amount not to exceed \$28,323.00; and

WHEREAS, pursuant to Sections 4.12.010.A and Sections 4.12.010.C of the Village Code, the Village Council has determined that it is in the best interests of the Village to waive competitive bidding and enter into the Contract with Contractor;

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

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

SECTION 2: WAIVER OF COMPETITIVE BIDDING. Pursuant to Sections 4.12.010.A and 4.12.010.C of the Village Code and the Village's home rule authority, the Village Council waives the requirement of competitive bidding for the procurement of the Materials and Services.

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

SECTION 4: AUTHORIZATION TO EXECUTE CONTRACT. The Village Council hereby authorizes and directs the Village President and the Village Clerk to execute and attest, respectively, on behalf of the Village, the final Contract after receipt by the Village Manager of

January 17, 2022

R-11-2023

two executed copies of the final Contract from Contractor; provided, however, that if the Village Manager does not receive two executed copies of the final Contract from Contractor within 60 days after the date of adoption of this Resolution, then this authority to execute and seal the Contract will, at the option of the Village Council, be null and void..

SECTION 4: EFFECTIVE DATE. This Resolution shall be in full force and effect from and after its passage and approval by the vote of two-thirds of the Trustees.

ADOPTED this 17th day of January, 2023, pursuant to the following roll call vote:

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

Signed

Village President

Countersigned:

Village Clerk

EXHIBIT A
CONTRACT

VILLAGE OF WINNETKA

CONTRACT FOR BOILER #5 REFRACTORY REPAIR

Full Name of Contractor: **American Combustion Service, Inc** (“*Contractor*”)

Principal Office Address: **19325 S. Schoolhouse Road, Mokena, IL 60448**

Contact Person: **Bob Norlock** Telephone Number: **(708) 243-5742**

TO: Village of Winnetka (“*Village*”)
510 Green Bay Road
Winnetka, Illinois 60093
Attention:

1. **Work**

A. **Contract and Work.** Contractor shall, at its sole cost and expense, provide, perform, and complete, in the manner specified and described, and upon the terms and conditions set forth in this Contract, to all of the following, all of which is herein referred to as the “Work”:

1. **Labor, Equipment, Materials, and Supplies.** Provide, perform, and complete, in the manner specified and described in this Contract, all necessary work, labor, services, transportation, equipment, materials, supplies, information, data, and other means and items necessary for:

Perform refractory repairs to the lower firebox of Boiler #5 at the Village of Winnetka’s Electric Plant located at 725-735 Tower Road, Winnetka, IL (“*Work Site*”), all as more fully detailed in the proposal attached hereto and incorporated herein as ***Exhibit A*** (“*Work*”).

2. **Permits.** Procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith;
3. **Bonds and Insurance.** Procure and furnish all bonds and all insurance certificates and policies of insurance specified in this Contract;
4. **Taxes.** Pay all applicable federal, state, and local taxes;
5. **Miscellaneous.** Do all other things required of Contractor by this Contract; and
6. **Quality.** Provide, perform, and complete all of the foregoing in a proper and workmanlike manner, consistent with the standards of recognized professional firms in performing Work of a similar nature, in full compliance with, and as required by or pursuant, to this Contract, and with the greatest economy,

efficiency, and expedition consistent therewith, with only new, undamaged, and first quality equipment, materials, and supplies.

B. **Performance Standards.** Contractor agrees that all Work shall be fully provided, performed, and completed in accordance with the specifications in Exhibit A.

C. **Responsibility for Damage or Loss.** Contractor proposes, and agrees, that Contractor shall be responsible and liable for, and shall promptly and without charge to Village repair or replace, any damage done to, and any loss or injury suffered by, the Village, the Work, the Work Site, or other property or persons as a result of the Work.

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

2. **Contract Price**

The Contractor shall take in full payment for all Work and other matters set forth under Section 1 above, including overhead and profit; taxes, contributions, and premiums; and compensation to all subcontractors and suppliers, the compensation set forth below.

A. **SCHEDULE OF PRICES**

For providing, performing, and completing all Work, the total Contract Price of:

TOTAL CONTRACT PRICE:
\$28,323.00

B. BASIS FOR DETERMINING PRICES

It is expressly understood and agreed that:

1. All prices stated in the Schedule of Prices are firm and shall not be subject to escalation or change;
2. The Village is not subject to state or local sales, use, and excise taxes, that no such taxes are included in the Schedule of Prices, and that all claim or right to claim any additional compensation by reason of the payment of any such tax is hereby waived and released; and
3. All other applicable federal, state, and local taxes of every kind and nature applicable to the Work are included in the Schedule of Prices.

C. TIME OF PAYMENT

It is expressly understood and agreed that all payments shall be within 60 days after receiving an invoice from Contractor and the Work is completed.

All payments may be subject to deduction or setoff by reason of any failure of Contractor to perform under this Contract. Each payment shall include Contractor's certification of the value of, and partial or final waivers of lien covering, all Work for which payment is then requested and Contractor's certification that all prior payments have been properly applied to the payment or reimbursement of the costs with respect to which they were paid.

3. Contract Time

Contractor shall commence the Work in accordance with a schedule agreed to between Contractor and the Village provided Contractor shall have furnished to the Village all bonds and all insurance certificates and policies of insurance specified in this Contract ("**Commencement Date**"). Contractor shall perform the Work diligently and continuously and shall complete the Work not later than February 28, 2022 ("**Time of Performance**"). The Village may modify the Time of Performance at any time upon 15 days prior written notice to the Contractor. Delays caused by the Village shall extend the Time of Performance; provided, however, that Contractor shall be responsible for completion of all Work within the Time of Performance, notwithstanding any strike or other work stoppage by employees of either Contractor or of the Village.

4. Financial Assurance

A. Bonds. Contractor proposes, and agrees, that Contractor shall provide a Performance Bond and a Labor and Material Payment Bond, on forms provided by, or otherwise acceptable to, the Village, from a surety company acceptable to the Village, each in the penal sum of the Contract Price, within 10 days following the execution of this Contract by both parties.

B. Insurance. Contractor shall provide certificates and policies of insurance evidencing the minimum insurance coverages and limits set forth below within 10 days following the execution of this Contract by both parties. Such policies shall be in form, and from companies, acceptable to the Village. The insurance coverages and limits set forth below shall be deemed to be minimum coverages and limits and shall not be construed in any way as a limitation on Contractor's duty to carry adequate insurance or on Contractor's liability for losses or damages under this Contract. The minimum insurance coverages and limits that shall be maintained at all times while providing, performing, or completing the Work are as follows:

1. Workers' Compensation and Employer's Liability

Limits shall not be less than:

Worker's Compensation: Statutory

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

Such insurance shall evidence that coverage applies to the State of Illinois.

2. Comprehensive Motor Vehicle Liability

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

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

3. Comprehensive General Liability

Limits shall not be less than:

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

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

Coverage to include:

- Premises Operations

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

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

4. Umbrella Liability

Limits shall not be less than:

\$5,000,000 Bodily Injury and Property Damage Combined Single Limit.

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

C. Indemnification. Contractor shall indemnify and save harmless the Village against all damages, liability, claims, losses, and expenses (including attorneys' fee) that may arise, or be alleged to have arisen, out of or in connection with Contractor's performance of, or failure to perform, the Work or any part thereof, or any failure to meet the representations and warranties set forth in Section 5 of this Contract.

D. Penalties. Contractor shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Contractor's performance of, or failure to perform, the Work or any part thereof.

5. Contractor's Representations and Warranties

In order to induce the Village to accept this Contract, Contractor represents and warrants as follows:

A. The Work. The Work, and all of its components: (1) will be of merchantable quality; (2) will be free from any latent or patent defects and flaws in workmanship, materials, and design; (3) will strictly conform to the requirements of this Contract, including, without limitation, the performance standards set forth in this Contract; and (4) will be fit, sufficient, and suitable for the purposes expressed in, or reasonably inferred from, this Contract and the warranties expressed under this Contract will be in addition to any other warranties expressed or implied by law, which are reserved unto the Village. Contractor, promptly and without charge, will correct any failure to fulfill the warranty provided in this Section 5 at any time within one year after final payment or such longer period as may be prescribed in the performance standards set forth in this Contract or by law. The warranty provided in this Section 5 will be extended automatically to cover all repaired and

replacement parts and labor provided or performed under such warranty and Contractor's obligation to correct Work will be extended for a period of one year from the date of such repair or replacement. The time period established in this Section 5.A relates only to the specific obligation of Contractor to correct Work and will not be construed to establish a period of limitation with respect to other obligations that Contractor has under this Contract.

B. Compliance with Laws. The Work, and all of its components, will be provided, performed, and completed in compliance with, and Contractor agrees to be bound by, all applicable federal, state, and local laws, orders, rules, and regulations, as they may be modified or amended from time to time, including without limitation the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 *et seq.* any other prevailing wage laws; the Employment of Illinois Workers on Public Works Act, 30 ILCS 570/0.01 *et seq.* or any statutes requiring preference to laborers of specified classes; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification; and any statutes regarding safety or the performance of the Work.

C. Prevailing Wage Act. This Contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 *et seq.* (the "Act"). Contractor agrees to pay its laborers, workers, and mechanics performing the Work no less than the current prevailing rate of wages as required by the Act. If the Illinois Department of Labor revises the prevailing rate of hourly wages to be paid, the revised rate will apply to this Contract. Contractor and any subcontractors rendering services under this Contract must comply with all requirements of the Act, including but not limited to, all wage, notice, and record-keeping duties and certified payrolls.

D. Not Barred. Contractor is not barred by law from contracting with the Village or with any other unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Contractor is contesting, in accordance with the procedures established by the appropriate Revenue Act, its liability for the tax or the amount of tax, as set forth in 65 ILCS 5/11-42.1-1; (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33 of the Criminal Code of 1961, 720 ILCS 5/33E-1 *et seq.*; or (iii) a violation of the USA Patriot Act of 2001, 107 Public Law 56 (October 26, 2001) (the "Patriot Act") or other statutes, orders, rules, and regulations of the United States government and its various executive departments, agencies and offices related to the subject matter of the Patriot Act, including, but not limited to, Executive Order 13224 effective September 24, 2001. Contractor is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity or nation designated in Presidential Executive Order 13224 as a person who

commits, threatens to commit, or supports terrorism; and Contractor is not engaged in this transaction directly or indirectly on behalf of, or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity or nation.

E. Qualified. Contractor has the requisite experience, ability, capital, facilities, plant, organization, and staff to enable Contractor to perform the Work successfully and promptly and to commence and complete the Work within the Contract Price and Contract Time set forth in Section 3.

F. Authority to Execute. By submitting its contract proposal, Contractor represents and warrants that the person(s) executing this Contract on its behalf have been given the authority to do so by the Contractor. This representation may not be modified by any amendment to, or strike-through of, the contract proposal.

G. Sexual Harassment Policy. Contractor warrants, represents and certifies that it has a written sexual harassment policy in full compliance with Section 2-105(A)(4) of the Illinois Human Rights Act, 775 ILCS 5/2-105(A)(4).

H. Substance Abuse Prevention Program. Contractor warrants, represents and certifies that it has a program in place that meets or exceeds the program requirements of the Substance Abuse Prevention Program on Public Works Projects Act, 820 ILCS 265, and, if awarded the Contract for the Work, will file a copy of the program with the Village prior to the Commencement Date.

6. Acknowledgements

Contractor acknowledges and agrees that:

A. Reliance. The Village is relying on all warranties, representations, and statements made by Contractor in this Contract.

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

C. Time. Time is of the essence in the performance of all terms and provisions of this Contract and, except where stated otherwise references in this Contract to days shall be construed to refer to calendar days and time.

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

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

E. Severability. It is hereby expressed to be the intent of the parties to this Contract that should any provision, covenant, agreement, or portion of this Contract or its application to any Person or property be held invalid by a court of competent jurisdiction, the remaining provisions of this Contract and the validity, enforceability, and application to any Person or property shall not be impaired thereby, but the remaining provisions shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Contract to the greatest extent permitted by applicable law.

F. Amendments and Modifications. No amendment or modification to this Contract shall be effective until it is reduced to writing and approved and executed by the corporate authorities of the parties in accordance with all applicable statutory procedures.

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

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

I. Certified Payrolls. Contractor shall, in accordance with Section 5 of the Illinois Prevailing Wage Act, 820 ILCS 130/5, submit to the Village, on a monthly basis, a certified payroll. The certified payroll shall consist of a complete copy of those records required to be made and kept by the Prevailing Wage Act. The certified payroll shall be accompanied by a statement signed by the Contractor or subcontractor which certifies that: (1) such records are true and accurate; (2) the hourly rate paid is not less than the general prevailing rate of hourly wages required by the Prevailing Wage Act; and (3) Contractor or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class B misdemeanor. A general contractor may rely upon the certification of a lower tier subcontractor, provided that the general contractor does not knowingly rely upon a subcontractor's false certification. Upon two business days' notice, Contractor and each subcontractor shall make available for inspection the records required to be made and kept by the Act: (i) to the Village, its officers and agents, and to the Director of the Illinois Department of Labor and his or her deputies and agents; and (ii) at all reasonable hours at a location within this State.

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

would conflict in any manner or degree with the performance of the obligations under this Contract.

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

L. Conflicts; Exhibits. If any term or provision in this Agreement conflicts with any term or provision of an attachment or exhibit to this Contract, the terms and provisions of this Contract shall control.

DATED this _____ day of _____, 2022.

ATTEST:

VILLAGE OF WINNETKA

By: _____
Village Clerk

By: _____
Village Manager

ATTEST:

American Combustion Service, Inc.

By: _____

By: _____

Title: _____

Its: _____

EXHIBIT A

WORK

Contractor to provide labor, material, equipment to perform refractory repairs to the lower firebox of Boiler No. 5.

Scope:

- Demo east lower fire box wall measuring approximately 12' x 3'-7" x 13 ½'
- Rebuild wall using "High-Fired Super Duty Firebrick", laid in with 3000 degree rated mortar.
- Tuckpoint walls and apply protective coating to the existing fire box walls and bullnose.
- Cast a new seal on top of the new wall using conventional castable seal.
- Clean up debris resulting from work.

General Clarifications:

- Contractor to provide, erect and dismantle any scaffolding.
- All work will be performed during normal work days, 7:00 a.m. – 3:30 p.m.
- Any additional work required will be approved by the Village of Winnetka before proceeding.
- Prior to contractor mobilization, boiler to be offline, isolated and cooled.
- Village of Winnetka will be responsible for the disposal of scrap and debris.
- The Village of Winnetka will pay for any required permit fees.



Agenda Item Executive Summary

TITLE: Resolution No. R-12-2023: Rejecting all Bids, Waiving Bidding Requirements, and Awarding a Contract to Weg Transformers USA, LLC for a 750 kVA Pad Mount Transformer (Adoption)

PRESENTER: Brian Keys

AGENDA DATE: January 17, 2023

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

None.

EXECUTIVE SUMMARY:

Northshore Country Day School (NSCDS) has plans to renovate a gymnasium along with an addition to the existing structure. Based on the engineering design, the Water & Electric Department will need install a new point of electric service to the facility. The 750 kVA pad-mount transformer required for their project has an extended manufacturing lead time. NSCDS has requested that the Village proceed with ordering the transformer to support their project schedule and has provided a Notice to Proceed (Exhibit No. 1) which affirms their commitment to reimburse the Village for the cost of the transformer.

The Water & Electric Department issued Bid #022-055 for the purchase of two 750 kVA pad mount transformers. The bid notice was posted to the on-line bidding service Demand Star.

Two vendors submitted the following bids.

Wesco, an electric distributor, submitted a bid based on transformers manufactured by Hitachi Energy (formerly ABB).

- Unit Price: \$95,232 each with escalation
- Quoted lead time is 128-130 weeks after drawing approval. With drawing approval, the total estimated lead is 123-136 weeks

Weg Transformers submitted a bid based on transformers manufactured by their company.

- Unit Price: \$50,579 each with escalation
- Quoted lead time is 88-90 weeks after drawing approval. With drawing approval, the total estimated lead time is 94-96 weeks.

The bid document requested firm pricing for the transformers, but permitted a bidder to submit an escalation policy. This provision was added based on prior bid responses for transformers due to extended manufacturing lead times and market uncertainty. Both manufacturers declined to bid a firm price and included escalation policies.

Weg bid transformers manufactured by their company. Wesco bid transformers manufactured by Hitachi Energy (formerly ABB). Both vendors took exceptions to the bid document. Weg's exceptions were primarily related to non-electrical facets of the specification such as: cabinet size, bushing spacing, and connector size. Wesco's bid contained exceptions to the valid time frame for the bid acceptance and incorporated contract language from Hitachi Energy for potential additional cost escalation based on future impacts of the Russia-Ukraine Situation beyond their Price Escalation Policy.

Staff shared the bid results and the escalation policies with NSCDS. NSCDS has requested that the Village proceed with ordering the unit bid by Weg. NSCDS is aware of the Price Adjustment Policy in the bid and has agreed that any increased cost for the transformer will be assessed to their project.

Based on lead time, the transformer will arrive in 2024. The transformer and corresponding reimbursement from NSCDS will be accrued in the fiscal year 2024 budget.

At the time of the bid issuance, two customers had initiated projects requiring 750kVA transformers. Presently, only NSCDS, is prepared to move forward with a commitment to purchase a transformer. Staff has confirmed that Weg Transformers will hold the quoted price for an order quantity of one transformer (Exhibit No. 2).

Resolution No. R-12-2023, prepared by the Village Attorney, rejects all bids, waives bidding requirements and awards a contract to Weg for the purchase of one 750 kVA pad mount transformer in an amount of \$50,579, subject to a price adjustment per the contract terms.

RECOMMENDATION:

Consider adoption of Resolution No. R-12-2023, rejecting all bids, waiving bidding requirements and awarding a contract to Weg Transformers USA, LLC for the purchase of one 750 kVA pad mount transformer in the amount of \$50,579, subject to a price adjustment per the contract terms.

ATTACHMENTS:

1. Resolution No. R-12-2023: Rejecting all Bids Waving Bidding and Awarding Contract to Weg Transformers

RESOLUTION NO. R-12-2023

**A RESOLUTION REJECTING ALL BIDS, WAIVING BIDDING REQUIREMENTS,
AND AWARDING A CONTRACT TO WEG TRANSFORMERS USA, LLC
FOR A 750 KVA PAD MOUNT TRANSFORMER**

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

WHEREAS, on December 2, 2022, the Village issued Request for Bid #022-055 ("**Requests for Bids**") for the purchase of a 750 kVA Pad Mount Transformer ("**Transformer**"); and

WHEREAS, the Village received two bids ("**Bids**") to provide the Transformer and opened the Bids on December 22, 2022; and

WHEREAS, all bidders took exception to terms in the Request for Bids and, thus, the Bids are non-responsive to the Requests for Bids; and

WHEREAS, because all of the Bids were non-responsive, the Village Council has determined that it is in the best interests of the Village to reject all Bids; and

WHEREAS, the Village negotiated a favorable rate and reasonable contract terms from Weg Transformers USA, LLC ("**Weg**") for the purchase of the Transformer; and

WHEREAS, the Village Council desires to enter into a contract with Weg for the Village to purchase the Transformer from Weg in an amount of \$50,579.00, subject to a price adjustment pursuant to the terms described in the contract in **Exhibit A** attached to and, by this reference, made a part of this Resolution ("**Contract**"); and

WHEREAS, Village staff has recommended that the Village Council (i) reject all of the Bids; (ii) waive competitive bidding pursuant to Section 4.12.010.C of the Village Code, Section 1V.3.D of the Village's Purchasing Manual, and the Village's home rule authority; and (iii) enter into the Contract with Weg for the Transformer; and

WHEREAS, the Village Council has determined that it is in the best interests of the Village to (i) reject the Bids; (ii) waive competitive bidding pursuant to Section 4.12.010.C of the Village Code, Section 1V.3.D of the Village's Purchasing Manual, and the Village's home rule authority; and (iii) enter into the Contract with Weg for the Transformer;

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.

January 17, 2023

R-12-2023

SECTION 2: REJECTION OF BIDS. The Village Council hereby rejects all of the Bids for the Transformer received in response to the Request for Bids issued by the Village and directs the Village Manager, or his designee, to inform the bidders thereof.

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

SECTION 4: APPROVAL OF CONTRACT. The Village Council hereby approves the Contract with Weg in substantially the form attached to this Resolution as Exhibit A, and in a final form approved by the Village Manager.

SECTION 5: AUTHORIZATION TO EXECUTE CONTRACT. The Village Council authorizes and directs the Village President and the Village Clerk to execute and attest, respectively, on behalf of the Village, the final Contract after receipt by the Village Manager of two executed copies of the final Contract from Weg; provided, however, that if the Village Manager does not receive two executed copies of the final Contract from Weg within 60 days after the date of adoption of this Resolution, then this authority to execute and seal the final Contract will, at the option of the Village Council, be null and void.

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

ADOPTED this 17th day of January 17, 2023, pursuant to the following roll call vote:

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

Signed

Village President

Countersigned:

Village Clerk

January 17, 2023

R-12-2023

EXHIBIT A

VILLAGE OF WINNETKA

CONTRACT/BID
FOR 750KVA 208.120 Three Phase Pad-Mount Transformers

Full Name of Bidder:

("Bidder")

Principal Office Address:

Local Office Address:

Contact Name: _____ Telephone: _____

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

Bidder warrants and represents that Bidder has reviewed and understood all documents included, referred to, or mentioned in this bound set of documents, including Addenda Nos. _____ (if none, write "NONE") that are securely stapled to the end of this Contract/Bid.

1. Proposal to Deliver Products.

A. Contract and Products. If this Contract/Bid is accepted, then Bidder proposes and agrees that Bidder will deliver to Owner, at the Delivery Address, the products, items, materials, merchandise, supplies, or other items identified in the Request for Bids attached hereto (the "Products") in new, undamaged, and first-quality condition. Bidder further proposes to:

- (1) Labor, Equipment, Materials and Supplies Provide, perform, and complete in the manner specified and described in the Contract/Bid, all necessary work, labor, services, transportation, equipment, materials, supplies, information, data, and other means and items necessary to deliver the Products to Owner in a proper and workmanlike manner.
- (2) Permits Procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary for the Products.
- (3) Bonds and Insurance Procure and furnish all bonds, insurance certificates, and policies of insurance, if any, specified in the Contract/Bid.

(4) Miscellaneous Perform all other things required of Bidder by this Contract/Bid.

B. Performance Standards. If this Contract/Bid is accepted, Bidder proposes and agrees that the Products will comply strictly with the ***Specifications attached hereto as Attachment A and by this reference made a part of this Contract/Bid***. If this Contract/Bid specifies a Product by brand name or model, that specification is intended to reflect the required performance standards and standard of excellence that Owner requires for the Product. However, Bidder may propose to deliver a Product that is a different brand or model, if Bidder provides with its bid written documentation establishing that the brand or model it proposes to deliver possesses equal quality, durability, functionality, capability, and features as the Product specified.

C. Responsibility for Damage or Loss. If this Contract/Bid is accepted, Bidder proposes and agrees that Bidder will be responsible and liable for, and will promptly and without charge to Owner, repair or replace damage done to and any loss or injury suffered by Owner as a result of Bidder's failure to perform hereunder.

D. Inspection/Testing/Rejection. Owner will have the right to inspect all or any part of the Products. If, in Owner's judgment, all or any part of the Products is defective or damaged or fails to conform strictly to the requirements of this Contract/Bid, then Owner, without limiting its other rights or remedies, may (i) reject such Products, (ii) require Bidder to correct or replace such Products at Bidder's cost, (iii) obtain new Products to replace the Products that are defective, damaged, or nonconforming and charge Bidder with any excess cost incurred thereby, and (iv) cancel all or any part of any order or this Contract/Bid. Products so rejected may be returned or held at Bidder's expense and risk.

2. Contract Price Proposal.

A. Price. If this Contract/Bid is accepted, Bidder proposes and agrees that Bidder will deliver the Products to Owner in accordance with the following Schedule of Prices:

Product Item No.	Description of Product to be delivered to Owner	Quantity of Products to be delivered to Owner	Unit Price of Product	Extension
		See pricing form in Attachment A.		

If Owner has specified the Quantity of Products to be delivered to Owner in the Request for Bids, then Bidder will take, in full payment for all Products and other matters set forth under Section 1 of this Contract/Bid, including overhead and profit, taxes, royalties, license fees, delivery, contributions and premiums, and compensation to all subcontractors and suppliers, the total Contract Price of:

See pricing form in Attachment A.

If Owner has not specified the Quantity of Products to be delivered to Owner in the Request for Bids, then Bidder will take, in full payment for all Products and other matters set forth under Section 1 of this Contract/Bid, including overhead and profit, taxes, royalties, license fees, delivery, contributions and premiums, and compensation to all subcontractors and suppliers, a total Contract Price that will be equal to the sum of the Unit Prices (as determined by the above Schedule of Prices) applicable to all Products accepted by Owner.

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

- (1) The Village requests firm pricing. If you are unable to provide firm pricing, please provide detail on how escalation will be determined.
- (2) Owner is not subject to State or local sales, use, and excise taxes, and no such taxes are included in the Schedule of Prices, and all claims or rights to claim any additional compensation by reason of the payment of any such tax are hereby waived and released;
- (3) All other applicable federal, State, and local taxes of every kind and nature applicable to the Products are included in the Schedule of Prices; and
- (4) If a Quantity of Products to be delivered to Owner is specified in the Request for Bids, such amount is an estimate only. Owner reserves the right to increase or decrease such quantity, and the total Contract Price to be paid will be based on the final quantity determined by Owner for each Product and the actual number of Products that comply with this Contract/Bid that are accepted by Owner. Bidder hereby waives and releases all claims or rights to dispute or complain of any such estimated quantity or to assert that there was any misunderstanding in regard to the number of Products to be delivered.

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

Upon delivery and acceptance of item by the Owner.

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

3. Contract Time Proposal.

If this Contract/Bid is accepted, Bidder proposes and agrees that Bidder will deliver the Products to Owner not later than _____, 20__.

4. Financial Assurance.

A. Indemnification. If this Contract/Bid is accepted, Bidder shall and hereby agrees to indemnify, defend and save harmless the Owner, its affiliates, its officers, directors, employees and agents from and against any and all claims, suits, actions, liabilities, damages, losses, costs and expenses by reason of injury or death to person(s) or damage to property to the extent caused by the negligent acts or omissions, violation of law or regulation, or willful misconduct of Bidder, its officers, agents and employees, in the performance of this order.

B. Penalties. If this Contract/Bid is accepted, Bidder proposes and agrees that Bidder will be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise or be alleged to have arisen out of or in connection with Bidder's performance of or failure to perform hereunder.

5. Firm Proposal.

The Village requests firm pricing. If you are unable to provide firm pricing, please provide detail on how escalation will be determined.

6. Bidder's Representations and Warranties.

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

A. The Products. Bidder warrants to the Owner that the Goods will conform to the specifications, drawings and other descriptions supplied or adopted by the Owner. All warranties available from the manufacturer of the goods sold to Owner shall be passed through to Owner from Bidder. Bidder agrees to work diligently on behalf of Owner to ensure manufacturer of goods promptly fulfills their warranty obligation.

The manufacturer shall warrant that the Product will be of merchantable quality and, for a period of not less than one year after delivery (i) will be free from any latent or patent defects and flaws in workmanship, materials, and design, (ii) will strictly conform to the requirements of this Contract/Bid, and (iii) will be fit, sufficient, and suitable for the purposes expressed in or reasonably inferred from this Contract/Bid.

B. Compliance with Laws. All Products and all of their components will comply with, and Bidder agrees to be bound by, all applicable federal, state, and local laws, orders, rules, and regulations as they may be modified or amended from time to time. Every provision required by law to be inserted into this Contract/Bid will be deemed to be inserted herein.

C. Not Barred. Bidder is not barred by law from contracting with Owner or with any other unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Bidder is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax as set forth in 65 ILCS 5/11-42.1-1, (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33 of the Criminal Code of 1961, 720 ILCS 5/33E-1 *et seq.*, or (iii) for any other reason.

D. Qualified. Bidder has the requisite experience, ability, inventory, capital, facilities, equipment, plant, organization, and staff to enable Bidder to deliver the Products at the Contract Price and within the Contract Time Proposal set forth above.

7. Acknowledgments.

In submitting this Contract/Bid, Bidder acknowledges and agrees that:

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

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

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

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

E. Time; Days. Time is of the essence for this Contract/Bid. Except where specifically stated otherwise, references in this Contract/Bid to days will be construed to refer to calendar days.

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

G. Assignment. Neither this Contract/Bid, nor any interest herein, may be assigned or subcontracted in whole or in part by Bidder except with the prior written consent of Owner.

H. Governing Law. This Contract/Bid and all rights of the parties under this Contract/Bid will interpreted according to the laws of, but not the conflict of law rules of, the State of Illinois.

DATED this _____ date of _____ 20____

ATTACHMENT A: SPECIFICATIONS

1. SCOPE

- a. The three-phase pad-mount transformer design is the basis for this specification.
- b. This specification together with the applicable Transformer Data Sheet provides the technical requirements for the design, manufacture and testing of three-phase pad mounted transformers.
- c. This specification covers only the general requirements of the transformer.
- d. The electrical characteristics and mechanical features of three-phase dead front, mineral-oil immersed, self-cooled pad-mount, compartmental-type distribution transformers have the following ranges:
 - i. **750 KVA**
 - ii. 65° C rise
 - iii. 60 Hertz
 - iv. High Voltage: 12.47 Delta
 - v. High Voltage BIL : 95kV
 - vi. Low Voltage : 208/120V

2. CODES AND STANDARDS

- a. All codes and standards referenced in the specification shall be those in effect at the time of Purchase Order award. Deviation from this specification and referenced codes and standards must be authorized in writing from Village of Winnetka/Director of Water & Electric.
 - i. Institute of Electrical and Electronic Engineer (IEEE)
 1. C57.12.00 – Requirements for Liquid-Immersed Distribution, Power, and Regulating Transformers.
 2. C57.12.26 – Pad-mounted Compartmental-Type, Self-Cooled Three-Phase Distribution Transformers for use with Separable insulated High-Voltage Connectors
 3. C57.12.28 – Pad-mounted Equipment – Enclosure Integrity.
 4. C57.12.34-Pad-Mounted, Compartmental-Type, Self-Cooled, Three-Phase Distribution Transformers, 5 MVA and Smaller; High Voltage, 34.5 kV Nominal System Voltage and Below; Low Voltage, 15 kV Nominal System Voltage & Below
 5. C57.12.70 – Terminal Markings and Connections for Distribution and Power Transformers.
 6. C57.12.80 – Terminology for Power and Distribution Transformers.
 7. C57.12.90 – Test code for liquid – Immersed Distribution, Power and Regulating Transformers.
 8. C57.12.91 –Test code for Dry-Type Distribution and Power Transformers.

- ii. National Electrical Manufacturers Association (NEMA)
- iii. American Society of Testing and Materials (ASTM)

3. QUALITY ASSURANCE

- a. Only approved manufacturer listed below:
 - i. ABB
 - ii. Central Maloney
 - iii. Cooper
 - iv. ERMCO
 - v. General Electric
 - vi. Pauwels
 - vii. WEG

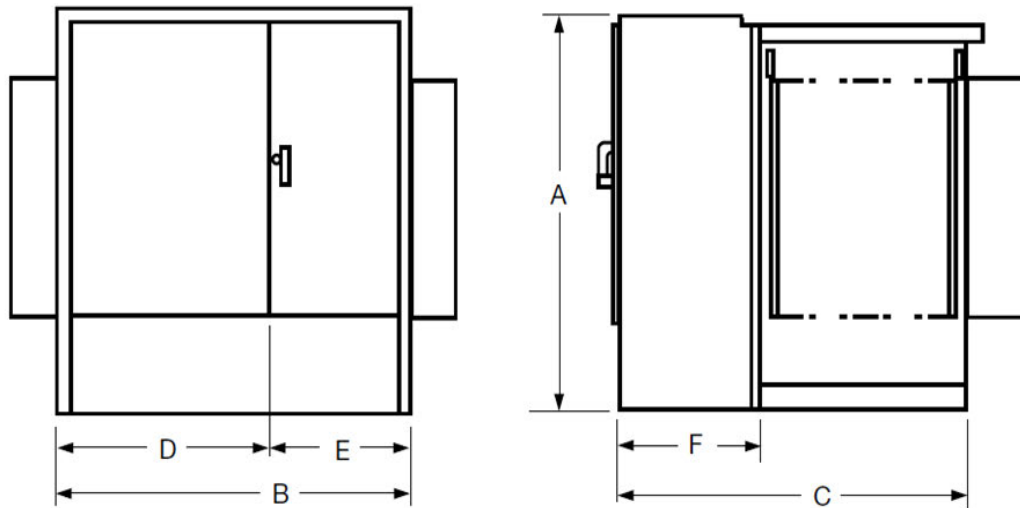
4. TRANSFORMER TECHNICAL REQUIREMENT

- a. Winding Characteristics
 - i. All windings and internal connections shall be copper or aluminum.
 - ii. The transformer shall be designed and constructed to withstand the external short-circuits, as defined by IEEE C57.12.00.
 - iii. Evidence of compliance to these short-circuit requirements as required in C57.12.00 and C57.12.90 shall be submitted to the Village of Winnetka/Director of Water & Electric upon request.
 - iv. The transformer design shall be capable of operating above rated voltage or below rated frequency in accordance with IEEE C57.12.00.
 - v. The impedance shall be as specified on the Transformer Data Sheet. IEEE tolerance shall apply.
- b. HV Compartment
 - i. The transformer shall be furnished with a high voltage compartment located on the left with a v-arrangement as per Figure 2.
 - ii. The high voltage compartment shall be furnished with 200 amp, dead front universal bushing wells and 200 amp load break bushing inserts (Cooper - Catalog Number LBI215 or Elastimold Part Number K1501A1), as per figure 1.
 - iii. A parking stand between the bushing wells shall be provided for attachment of bushing accessories, as per figure 2.
 - iv. Busing dimension shall be constructed as per **Figure 2**.
 - v. A quantity of three(3), three-phase load break switches mounted above bushing wells, with a minimum 200 amp current rating to disconnect bushing and transformer from internal bushing work, as per **Figure 4**;
 - 1. Line Switch A for H1A, H2A, H3A
 - 2. Line Switch B for H1B, H2B, H3B
 - 3. Xrmr Switch

- c. LV Compartment
 - i. The transformer shall be furnished with a low voltage compartment and shall house the LV connections in the form of **8-hole NEMA spades** mounted on threaded copper studs, per IEEE C57.12.34
 - ii. Staggered Low-Voltage terminal arrangement as per **Figure 3**.
 - iii. Busing dimension shall be constructed as per **Figure 3**.
- d. Cabinet
 - i. Tamper resistance shall be enhanced by continuous steel baffling on all edges of the hood and sill without the use of welded or bolted on parts.
 - ii. Dimension of cabinet shall be constructed as per **Figure 1**.
 - iii. Designed to meet NEMA TR -2013 Audible Sound Levels
- e. Insulating Fluid
 - i. The insulating fluid shall be mineral oil.
 - ii. The transformer insulating fluid shall be certified to contain no detectable PCB's (<1 PPM) at the time of shipment and the nameplate shall be so labeled.
 - iii. Non-P.C.B. sticker shall be mounted in LV compartment.
- f. Tank Design
 - i. Tanks shall be constructed of heavy gauge steel with welded seams, IEEE C57.13.26.
 - ii. Tank design shall include sufficient expansion volume to allow operation under specified load conditions.
 - iii. Lifting provisions shall be provided at two or four points on the tank depending on size
- g. Cooling System
 - i. The transformer shall be self-cooled
- h. Grounding Provisions
 - i. All non-energized metallic components of the transformer shall be grounded.
 - ii. Tank grounding provisions shall consist of two ground pads.
 - iii. Ground pads shall be per IEEE standards.
- i. Nameplates
 - i. Transformer shall be furnished with a non-corrosive diagrammatic nameplate, permanently attached with non-corrosive hardware. The diagrammatic nameplate shall include the name of the manufacturer of the equipment as well as the location where the transformer was manufactured and tested.
 - ii. The nameplate shall contain all connection and rating information in accordance with IEEE C57.12.00, plus the type and quantity of fluid, and the date of manufacture.
- j. Exterior Finish
 - i. The transformer painting system shall be in compliance with IEEE C57.12.28. The finish shall be Munsell No. 7GY/3.2/1.5.green

k. Reference Drawings:

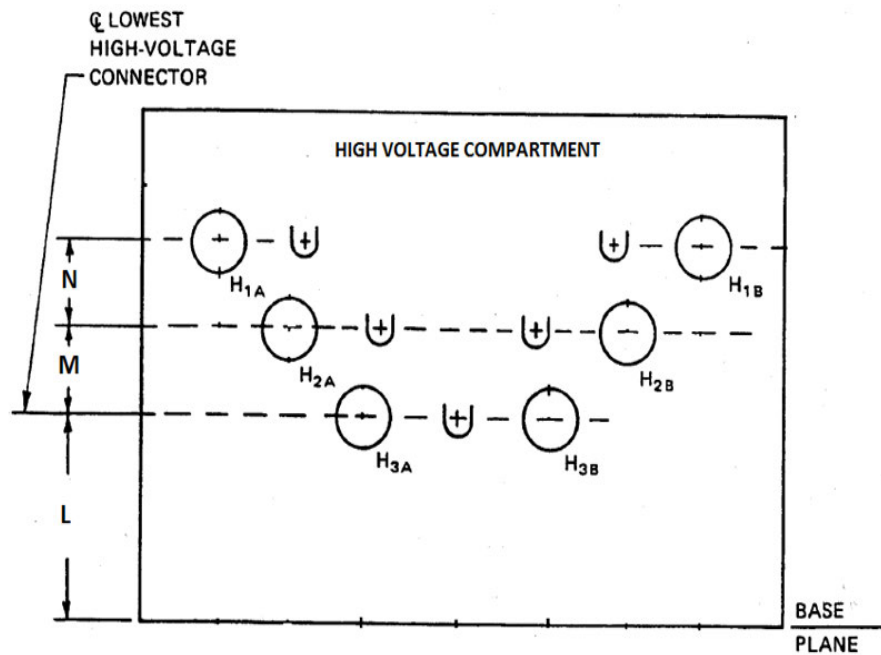
Figure #1
Exterior Dimensions



CABINET/TANK DIMENSIONS

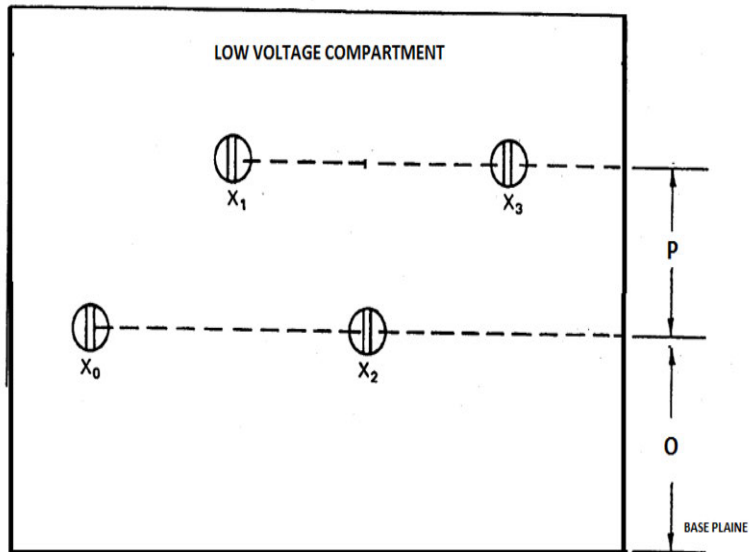
Exterior Dimension		
Dimension	Measurement (inches)	
A	TBD OEM	
B	65.5	
C	TBD OEM	
D	38	
E	28	
F	19.5	

Figure #2
High Voltage Compartment



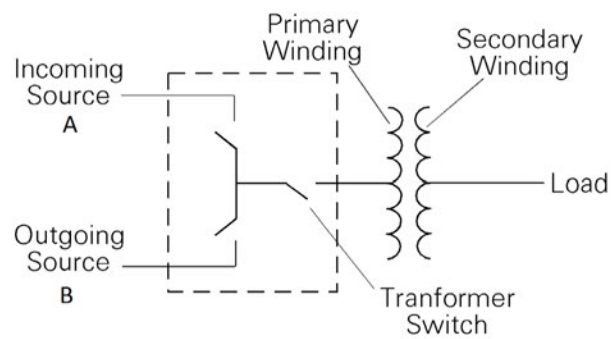
High Voltage Compartment Dimension	
Dimension	Measurement (inches)
L	26.5
M	6
N	6

Figure #3
Low Voltage Compartment



Low Voltage Compartment Dimension	
Dimension	Measurement (inches)
O	31
P	8

Figure 4



5. TEST

- a. A certified test report shall be submitted and shall contain the test data for each transformer serial number manufactured. The certified test report shall as a minimum contain the data as specified in IEEE C57.12.90.

6. FEATURES

- b. The transformer shall be equipped with a complete set of standard features, including.
- c. High and low voltage cabinet doors, swinging from inside to outside.
- d. A recessed locking assembly with padlock provisions and penta-head locking bolt for tamper-resistant operation.
- e. Oil level/fill plug.
- f. Self-actuating pressure relief device.
- g. Oil drain plug.
- h. A removable front sill that latches with the hood and is internally bolted to the front of the tank.
- i. Cabinet compartment security shall comply with the locking and tamper test provisions of IEEE C57.12.28.
- j. NEMA safety labels.
- k. High voltage 200amp dead front universal bushing wells with 200 amp load break bushing inserts.
- l. Low voltage 8-hole NEMA spades mounted on threaded copper studs.
- m. Lightning Protection
 - i. Oil immersed lightning arrestor, suitable for use on 12.47Wye ground system
- n. Overcurrent protection
 - i. **Internal oil-immersed weak link fuse**

7. DOCUMENTATION

- o. The seller shall provide instructions, operating and maintenance manual covering all equipment furnished.

8. PARTS

- p. The Seller shall provide a renewal parts list to the Village of Winnetka/Director of Water & Electric upon request.

Pad-mount Transformer Data Sheet

3 Phase KVA Rating: 750
Frequency (Hz): 60Hz
Impedance Range: per IEEE Standard Nominal impedances
Temperature Rise (Over 30°C ambient): 65° C
Primary Coil Voltage (kV): 12.47kV Delta
Primary Termination: 200 amp load break bushing inserts
Feed: Loop
Primary Taps: None
Primary BIL (kV): 95
Secondary Voltage (V): 208/120V Wye
Secondary Termination: 8-hole NEMA spades
Insulating Fluid: Naphthenic based mineral oil
Other Special Instructions:

- Complete "Bid Submittal" form
 - Guaranteed load and no load losses to be furnished with bid.
 - Deviation in excess of bid losses will be credited to the Village on invoice.
 - Load losses to be evaluated at \$2.67 per watt and no-load losses to be evaluated at \$12.49 per watt.
 - Provide transformer dimension with bid.
 - Quote best delivery date with bid
- Transformer shall be delivered on an open bed truck
- Deliveries:
 - Require 48 hours advance notification, phone (847) 716-3551
 - Receiving hours: Monday – Friday, 7:15AM – 3:00PM
 - 1390 Willow Road, Winnetka, Illinois 60093

BID SUBMITTAL

Vendor:

Address:

Email:

Phone:

Transformer Manufacturer

KVA Size	Bid Evaluation Quantity	Cost for Each Transformer	No Load Losses	Full Load Losses	Delivery Time (Weeks)
750	2				

Weight (lbs)

Unit cost shall include a warranty of 24 months from the date of delivery of each unit

Note: Awarded bidder shall submit transformer construction drawing for approval by the W&E Director, prior to the manufacturing of transformer

The Village requests firm pricing. If you are unable to provide firm pricing, please provide detail on how escalation will be determined.

ACCEPTANCE

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

This Acceptance, together with the Contract/Bid attached hereto, constitutes the entire agreement between the parties relating to the Products and the Contract Price therefor and supersedes all prior or contemporaneous discussions, agreements, or understandings, whether written or oral, and will prevail over any contradictory or inconsistent terms or conditions contained in any purchase order, acceptance, acknowledgment, or invoice.

VILLAGE OF WINNETKA

By _____

Name: _____

Title: _____

Customer Name: Village of Winnetka

Attn: Anthony Vasquez
Email: avasquez@winnetka.org

PROJECT REFERENCE: #022-055

WEG is pleased to present our quotation for three phase transformers. The attached proposal is based on our interpretation of any specifications, drawings and/or other information provided to WEG.

Any deviation from the attached bill of material(s), before or after receipt of order, may affect price and delivery. Due to the volatility of the raw materials market, strict interpretation of our quotation validation period must be adhered to. If your quote has expired, please consult your Account Specialist/Product Engineer for a quotation update. The quoted ship weeks will go into effect after all outstanding technical matters have been resolved. Ship weeks are based on plant loading at time of quotation. Please verify current ship weeks when placing an order. Please reference our quotation number and item number on all purchase orders and correspondence.

Due to extended lead times and disequilibrium in the supply chain, orders will be subject to price escalation 30 days prior to shipment. The calculation of final sales price is based upon the percentage content of key components for all distribution transformers 500kVA and below, all distribution transformers 750kVA through 2500kVA, and all distribution transformers 3000kVA to 7500kVA. This includes aluminum, copper (if applicable), mild steel, fluid, silicon steel, accessories, miscellaneous materials, and freight cost.

We will gladly provide any additional information that is required. Should you have any questions, please feel free to contact me or your authorized WEG distributor/sales representative. WEG appreciates the opportunity to provide a response to your inquiry, and we look forward to receiving your order.

Sincerely,



Holly Wassall
Account Specialist
Utility Sales

General Conditions

Validity	From 12/9/2022 through 1/22/2023
Product(s)	Three Phase Pad-Mount Transformer(s)
Location	Unit(s) will be manufactured in Washington, Missouri
Prices	Subject to escalation 30 days prior to shipment. https://weg.us/wp-content/uploads/2022/02/Escalation-notice-Distribution-Transformers-Spot-Term-Contract.pdf
Taxes	Federal, state, local or any other taxes, and tariffs are excluded.
Freight	FOB Destination - freight prepaid and allowed
Payment	NET 30 days from invoice
Warranty	Standard - 12 months from date of installation, not to exceed 18 months from date of shipment

Quotation Comments/Exceptions

A pull ring pressure relief device shall be provided.

Secondary bushings shall be furnished with non-removable NEMA spades.

Transformer air cabinet exceeds the specified depth. See attached footprint for preliminary transformer dimensions.

Drain valve w/ sampler shall be provided per ANSI C57.12.34-2015.

8-hole spades are inadequate for the given kVA and voltage ratings. Spades shall have 10 holes each.

2 Year Warranty included in quoted price

Proposal Notes (1/2)

DRAWINGS

Any dimensions sent with this quotation are for indication only, and are not binding.

Please remember to request approval drawings at the time of purchase order if required. Approval drawings can be provided, if needed, 4-6 weeks after receipt of complete order information depending on the type of unit and quantity of designs ordered. IF APPROVAL DRAWINGS ARE REQUIRED, shipment lead-time does not begin until drawings are returned approved by customer. IF NO APPROVAL DRAWINGS ARE REQUIRED, shipment lead-time will begin after receipt of complete order information. Orders entered "on HOLD for APPROVAL" and NOT released within three (3) weeks after receiving factory approval type drawings are subject to price increases at the time of release.

Record Drawings can be sent two weeks prior to shipment.

TECHNICAL NOTES

This Proposal is based on our interpretation of any Specifications, Drawings, and/or other information provided to WEG. Accuracy and completeness is the sole responsibility of the End User. If any item or service is not listed it is not included nor implied to be. All Items and services not shown or listed will be the responsibility of the Distributor, Contractor, and End User to furnish and/or provide. All Transformers are shipped with our standard Operations and Maintenance manual, unless otherwise indicated.

Impedance (%IZ nominal) and/or losses quoted are subject to the applicable ANSI tolerances. Average sound level shall not exceed NEMA standards. Rubber Goods such as primary elbow connectors, portable insulated standoff bushings, dead-end caps/plugs, as well as items such as hot sticks, hook sticks, padlocks, and special tools unless specified in the BOM, are customer supplied.

SHIPPING NOTES

Quoted lead-times are based on current factory loading and are subject to change. For more information, please consult the factory before placing an order.

Shipment will be made according to the current lead times after complete order information is received by the factory, inclusive of approval/record type drawings when requested at time of order. If additional information or clarifications are required, a delayed response from the customer may affect the ship date(s) of the unit(s). WEG cannot be held accountable for such delays.

Unless otherwise indicated in this proposal, standard delivery terms are F.O.B. WEG Factory, freight prepaid and allowed. Accurate and detailed ship to address and contact information is required at time of purchase order to assure correct shipping and handling. Freight is included in the proposed equipment price with the customer assuming all risk of loss and damage in transit and liable for cost, such as demurrage or detention, after the purchased equipment has left our loading docks or facility.

TERMS

Unless otherwise indicated in this proposal, payment terms are Net thirty (30) days from date of WEG's invoice. Invoice subject to SERVICE CHARGE if not paid within terms. Subject to credit approval.

Proposal Notes (2/2)

TESTING

This proposal includes standard factory testing. These tests are standard routine test as defined by the latest IEEE C57.12.00 and C57.12.90 standards. Pricing includes WEG "standard" factory tests below:

- Winding Resistance Measurements
- Ratio Test and phase relation
- No-Load Loss and Excitation Current
- Load Losses and Impedance Voltage
- Low Frequency Test
- Applied Voltage on Secondary
- Applied Voltage on Primary (Delta connected only)
- Induced Voltage
- Phase Relation
- Lightning Impulse Testing
- Auxiliary Wiring Dielectric
- Bushing Current Transformer
- Standard Lead Test of Fully Assembled Transformer
- Mechanical Inspection

Accuracy of test equipment is within +/- 3% traceable to national Bureau of Standards and calibrated annually. Additional testing beyond those listed will incur fees per schedule.

Certified test reports can be provided at no additional charge upon indication at time of purchase order placement. Additional testing beyond those listed under "Standard" factory tests are not included in the quoted cost and will incur fees per our "Special Test Prices & Schedule" (copy available upon request). These adders must be identified and added to the Purchase Order description and cost.

CANCELLATION SCHEDULE

If an order cancellation occurs after award, penalties will apply per WEG Cancellation schedule below:

SALES PRICE	STATUS
5%	Order Acknowledged
10%	Order Scheduled
15%	Drawings Issued
30%	Final Material Ordered
40%	Schedules Issued to Plant
50%	Tank Started
65%	Core Started
75%	Coil Started
100%	Core & Coil Assembly, Oven, Tanked, Tested, Final Assembly, Docked, Shipped

TERMS & CONDITIONS OF SALES

Orders must be issued to "WEG Transformers USA, LLC" and are subject to WEG's "Terms & Conditions of Sale". WEG Transformers USA LLC is an ISO certified company. WEG assumes no obligations or liabilities beyond those specified in these proposal notes and the WEG document entitled "Terms & Conditions of Sale" which is available for download on our website www.weg.us or through the link:

<https://www.weg.us/wp-content/uploads/2020/12/WEG-TC-Distribution-Transformers.pdf>



WEG Transformers USA

One Pauwels Drive, Washington, MO 63090, USA
www.weg.us T: 1-636-239-9300 F: 1-636-239-9395

TECHNICAL SPECS

Date: 12/9/2022
Quotation Number: 495937552
Item Number: 0010

Customer Line No.:	RFB# 022-055	Quantity:	2
Unit Price:	\$50,579.00 USD	Extended Price:	\$101,158.00 USD

Three Phase Pad-Mount Transformer(s)

kVA Rating:	750 kVA	Model#:	
	Mineral Oil Immersed	Cooling Class:	ONAN
		Frequency:	60 Hz
		Avg. Winding Rise:	65 °C
Primary Voltage:	12470 Delta	Secondary Voltage:	208Y/120
Primary BIL Rating:	95 kV	Secondary BIL Rating:	30 kV
HV Winding Matl:	AL	LV Winding Matl:	AL
High Voltage Taps:	N Taps - No Taps		
No Load Loss:	802 Watts @ 20 °C	Load Loss:	6103 Watts @ 85 °C
Impedance:	5.75 %	Total Loss:	6905 Watts

{ Tank Enclosure }

Welded Cover /w (1) Handhole(s) - 13x19

Cabinet Depth: 19 inches

Pentahead Security Bolts

Steel HV-LV Barrier

{ Paint Color } GREEN (Munsell 7.0GY3.29/1.5)

{ Bushings } Loop Feed Custom Dimensions

Dead Front Primary Terminations: Wells , 6 Inserts

Secondary Terminations: Epoxy Bushings w/ Non_Removable 10 Hole Brass J Spades w/Spade Support

Neutral: L.V. Neutral Bushing with Removable Grounding Strap

{ Protection }

Weak Link Cartridge (Cooper 3437629C16M),

15kV / 12.70 MCOV Under Oil Arresters,

{ Switching }

2, 2-Position Line Switches & 1,2-Position Transformer Switch (3 Switches Total)(300 Amps),

{ Additional Notes }

Pressure Relief Valve Viat 302-060-01N, Drain Valve w/ Sampler,

Liquid Level (SightGauge),

Schrader Valve, Stainless Steel Ground Pads

QUOTATION COMMENTS

A pull ring pressure relief device shall be provided.

Secondary bushings shall be furnished with non-removable NEMA spades.

(REMOVE) Secondary center to center vertical bushing spacing shall be 7 inches instead of 39 inches

(REVISED) Transformer air cabinet exceeds the specified depth. See attached footprint for preliminary transformer dimensions.

(NEW) Drain valve w/ sampler shall be provided per ANSI C57.12.34-2015.

(NEW) 8-hole spades are inadequate for the given kVA and voltage ratings. Spades shall have 10 holes each.

This Proposal is based on our interpretation of any Specifications, Drawings, and/or other information provided to WEG. Accuracy and completeness is the sole responsibility of the End User. If any item or service is not listed it is not included nor implied to be.

The end user to review WEG's offer before placing an order.

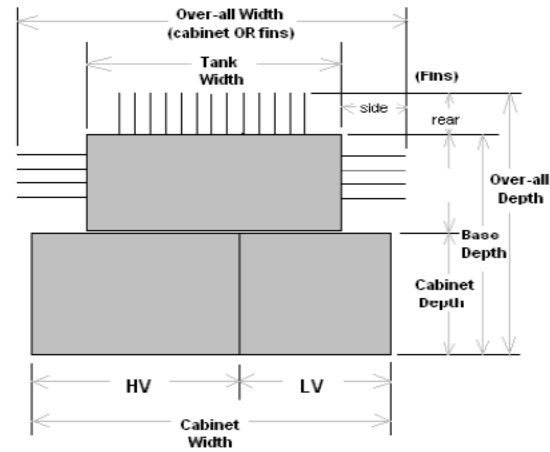
Standards: Quoted in compliance with the latest applicable ANSI standards unless otherwise specified by the customer.

Shipment: 88 TO 90 WEEKS AFTER RECEIPT OF ORDER

{xls-000.005} Printed by hwassall on 12/09/22

FOOTPRINT - Preliminary Dimensions; NOT for construction

Village of Winnetka IL Power One



Item	kVA	HV	Secondary Voltage	Over-All Dimensions			Base Dimensions		Cabinet			Tank Width	Rear Fins	Side Fins	Fluid (gals)	Weight (lbs)
				Over-All Width	Over-All Depth	Cabinet Height	Cabinet Width	Base Depth	Cabinet Depth	HV	LV					
22dec-495937552-0010	750	12470	208	67	58	76	67	52	22	38	28	53	yes	none	299	7200

EXHIBIT #1



310 Green Bay Road
Winnetka, Illinois 60093

847.446.0674
nscds.org

To: Brian Keys, Director of Water and Electric Village of Winnetka
From: Tom Flemma, Head of School
Date: January 9, 2023
Subject: Notice to Proceed with North Shore Country Day School 750kVA Transformer

Please proceed with the purchase of a 750kVA transformer required to increase the capacity of service at North Shore Country Day School's McCarty Gymnasium. North Shore Country Day (NSCD) will be responsible for the cost of this equipment even if NSCD changes the need for this equipment.

The equipment will be installed per plans determined with the School and the Village of Winnetka. The School will provide additional permissions as needed to install and maintain the equipment once the design is further developed. The requested equipment is for the sole benefit of NSCD, as such, all the costs by the Village of Winnetka will be at North Shore Country Day School's expense.

We elect to procure the Weg transformer at the cost of \$50,579. The School understands escalation will be factored in above and beyond this cost. Actual cost will be invoiced to NSCD once the equipment has been delivered to the Village of Winnetka.

Sincerely,

A black rectangular box redacting the signature of Tom Flemma.

Tom Flemma
Head of School
North Shore Country Day School

EXHIBIT #2

Brian Keys

From: Holly Wassall <hwassall@weg.net>
Sent: Tuesday, January 3, 2023 2:18 PM
To: Brian Keys
Cc: jimc@pwrone.com
Subject: RE: Village of Winnetka; RFB #022-055

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.

Brian,

Absolutely. We will accept the pricing of \$50,579.00 (subject to escalation terms) for a quantity of 1. That is no problem at all!

Let me know if you have any other questions!

Holly Wassall

Account Specialist-Distribution Transformers

T: +1 636 239 9334

WEG Transformers USA Inc

6350 WEG Drive, Washington Missouri 63090, USA

www.weg.us

From: Brian Keys <bkeys@Winnetka.org>
Sent: Tuesday, January 3, 2023 12:35 PM
To: Holly Wassall <hwassall@weg.net>
Cc: jimc@pwrone.com
Subject: Village of Winnetka; RFB #022-055

ATTENTION: This message was received from an EXTERNAL source. Do not open attachments or click on links from unknown senders.

****NEW** DO NOT ENTER YOUR WEG PASSWORD ON ANY EXTERNAL EMAIL REQUEST**

Ms. Wassall,

The Village of Winnetka received WEG Transformer's bid for RFB #022-055. At the time of bid issuance, two customers in the Village of Winnetka had initiated projects requiring 750kVA transformers. At this time, one of the customers is not prepared to move forward. The Village's Water & Electric Department is still in need of one of the specified transformers. As such, I am inquiring if WEG Transformers, USA, will hold the unit price of \$50,579 (subject to escalation terms) for an order quantity of (1), as opposed to the original bid quantity of (2). All other terms and conditions in the RFB and WEG's response would remain as noted.

I would appreciate your response by Friday, January 6, 2023.

Brian Keys
Director of Water & Electric
Village of Winnetka
(847) 716-3556

Clique [aqui](#) caso voce nao seja o destinatario deste email, ou desejar conhecer nossa politica de privacidade.
Click [here](#) if you are not the intended recipient, or in case you want to know our privacy policy.



Agenda Item Executive Summary

TITLE: Resolution No. R-16-2023: Executime Software Purchase (Adoption)

PRESENTER: Tim Sloth

AGENDA DATE: January 17, 2023

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

Implementing an advanced time and attendance and scheduling software has been identified as a significant need for the Village. In 2021/2022 members of the Finance Department and the Village Manager's Office analyzed various software options and have selected Tyler Technologies ExecuTime Software. The Village currently utilizes ERP software developed and maintained by Tyler, the New World ERP system. This project will result in the implementation of an integrated Workforce Management system that will integrate Tyler Technologies ExecuTime software with the Tyler Technologies New World payroll application, and also support the Village's workforce policies and activities, take advantage of best practices, and significantly improve the efficiency and effectiveness of the Village's processes related to employee timekeeping. This software project was included in the 2023 Annual Budget.

EXECUTIVE SUMMARY:

Currently, timekeeping is a very manual process wherein each department independently manages by utilizing their own systems. Some departments use old-fashioned punch clocks while others use manual paper time sheets. The data collected via the punchcards/timesheets is then manually keyed into the New World payroll system by a departmental employee and then approved by a departmental supervisor. Once approved by a supervisor, the keyed data is then processed into the payroll system which ultimately produces the bi-weekly employee pay stubs and direct deposits. The risks associated with the current fractured system are obvious and include escalated payroll costs through inefficient manual processes, human keying errors and scheduling conflicts. By implementing Executime, we will streamline the timekeeping process, making it much more efficient and increase internal controls as well.

Tyler's Executime software is an industry-leading solution tailored specifically to local government that will help streamline the Village's time, attendance, and advanced scheduling processes. With the Executime software, we will be able to electronically capture, manage, and analyze all of our time cards and schedules and seamlessly integrate this data into the New World payroll application. Executime has the following functionality

- Cloud based (SaaS)
- Time sheet entry, approvals and processing
- Employee timekeeping security

- Time-off approval settings, requests, and processing
- Time clocks
- Mobile access
- Basic scheduling
- Advanced scheduling for Police and Fire
- Flexible PTO functions
- Shift differentials
- New World payroll integration
- Advanced reporting capabilities

Under consideration is a three-year contract with an upfront cost in year one of \$41,976 and recurring costs in years 2 and 3 of \$19,576. The upfront cost includes the software licensing and 128 hours of implementation and training services provided by Tyler Tech. The quote from Tyler is \$3,024 under the \$45,000 budgeted for this project in 2023.

RECOMMENDATION:

Consider adopting Resolution No. R-16-2023, approving an agreement with Tyler Technologies, Inc. of Dallas, Texas for cloud based payroll / timekeeping services.

ATTACHMENTS:

1. Resolution No. R-16-2023: Executime Software Purchase

RESOLUTION NO. R-16-2023

**A RESOLUTION APPROVING AN AGREEMENT
WITH TYLER TECHNOLOGIES, INC. OF DALLAS, TEXAS FOR CLOUD BASED
PAYROLL/TIMEKEEPING SERVICES**

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

WHEREAS, the Village currently utilizes software developed and maintained by Tyler Technologies, Inc. of Dallas, Texas ("***Tyler***"), for ERP/accounting software purposes ("***Tyler Software***"); and

WHEREAS, the Village now desires to purchase additional cloud based payroll/timekeeping services ("***Services***") from Tyler; and

WHEREAS, the Village Council desires to enter into an agreement with Tyler for the Village to purchase the Services in an amount not to exceed \$41,976 in year 1; \$19,576 in year 2 and \$19,576 in year 3 ("***Agreement***"); and

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

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

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

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

[SIGNATURE PAGE FOLLOWS]

January 17, 2023

R-16-2023

ADOPTED this 17th day of January, 2023, pursuant to the following roll call vote:

AYES:

NAYS:

ABSENT:

ABSTAIN:

Signed

Village President

Countersigned:

Village Clerk

EXHIBIT A
AGREEMENT



SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to provide certain products and services set forth in the Investment Summary, including providing Client with access to Tyler's proprietary software products, and Tyler desires to provide such products and services under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **"Agreement"** means this Software as a Service Agreement.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client"** means the Village of Winnetka, Illinois.
- **"Data"** means your data necessary to utilize the Tyler Software.
- **"Data Storage Capacity"** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Defined Users"** means the number of users that are authorized to use the SaaS Services. The Defined Users for the Agreement are as identified in the Investment Summary. If Exhibit A contains Enterprise Permitting & Licensing labeled software, defined users mean the maximum number of named users that are authorized to use the Enterprise Permitting & Licensing labeled modules as indicated in the Investment Summary.
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the date by which both your and our authorized representatives have signed the Agreement.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **"Investment Summary"** means the agreed upon cost proposal for the products and services attached as Exhibit A.



- **“Invoicing and Payment Policy”** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **“Order Form”** means an ordering document that includes a quote or investment summary and specifying the items to be provided by Tyler to Client, including any addenda and supplements thereto.
- **“SaaS Fees”** means the fees for the SaaS Services identified in the Investment Summary.
- **“SaaS Services”** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.
- **“SLA”** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **“Support Call Process”** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **“Third Party Hardware”** means the third party hardware, if any, identified in the Investment Summary.
- **“Third Party Products”** means the Third Party Software and Third Party Hardware.
- **“Third Party SaaS Services”** means software as a service provided by a third party, if any, identified in the Investment Summary.
- **“Third Party Services”** means the third party services, if any, identified in the Investment Summary.
- **“Third Party Software”** means the third party software, if any, identified in the Investment Summary.
- **“Third Party Terms”** means, if any, the end user license agreement(s) or similar terms for the Third Party Products or other parties’ products or services, as applicable, and attached or indicated at Exhibit D.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“Tyler Software”** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **“we”, “us”, “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

SECTION B – SAAS SERVICES

1. Rights Granted. We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes for the number of Defined Users only. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(9). The foregoing notwithstanding, to the extent we have sold you perpetual licenses for Tyler Software, if and listed in the Investment Summary, for which you are receiving SaaS Services, your rights to use such Tyler Software are perpetual, subject to the terms and conditions of this Agreement including, without limitation, Section B(4). We will make any such

software available to you for download.

2. SaaS Fees. You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the number of Defined Users and amount of Data Storage Capacity. You may add additional users or additional data storage capacity on the terms set forth in Section H(1). In the event you regularly and/or meaningfully exceed the Defined Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).
3. Ownership.
 - 3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.
 - 3.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
 - 3.3 You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.
4. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.
5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(9), below, the SLA and our then current Support Call Process.
6. SaaS Services.
 - 6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 18. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services. The scope of audit coverage varies for some Tyler Software solutions. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a summary of our compliance report(s) or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information. If our SaaS Services are provided using a 3rd party data center, we will provide available compliance reports for that data center.

- 6.2 You will be hosted on shared hardware in a Tyler data center or in a third-party data center. In either event, databases containing your Data will be dedicated to you and inaccessible to our other customers.
- 6.3 Our Tyler data centers have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event of a data center failure, we reserve the right to employ our disaster recovery plan for resumption of the SaaS Services. In that event, we commit to a Recovery Point Objective (“RPO”) of 24 hours and a Recovery Time Objective (“RTO”) of 24 hours. RPO represents the maximum duration of time between the most recent recoverable copy of your hosted Data and subsequent data center failure. RTO represents the maximum duration of time following data center failure within which your access to the Tyler Software must be restored.
- 6.4 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. We will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.
- 6.5 We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the request.
- 6.6 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data.
- 6.7 We provide secure Data transmission paths between each of your workstations and our servers.
- 6.8 Tyler data centers are accessible only by authorized personnel with a unique key entry. All other visitors to Tyler data centers must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.
- 6.9 Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to

supply the current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at <https://www.tylertech.com/about-us/compliance>, and in the event of any change in our status, will comply with applicable notice requirements.

SECTION C – PROFESSIONAL SERVICES

1. Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary.
2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.
3. Additional Services. The Investment Summary contains the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
4. Cancellation. If travel is required, we will make all reasonable efforts to schedule travel for our personnel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.
5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.
7. Background Checks. For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.
8. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts

to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).

9. Maintenance and Support. For so long as you timely pay your SaaS Fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:

9.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (subject to any applicable release life cycle policy);

9.2 provide support during our established support hours;

9.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;

9.4 make available to you all releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and

9.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with any applicable release life cycle policy.

We will use all reasonable efforts to perform support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain your VPN for backup connectivity purposes.

For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; or (d) support outside our normal business hours as listed in our then-current Support Call Process. Requested services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.

SECTION D – THIRD PARTY PRODUCTS

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
2. Third Party Software. As part of the SaaS Services, you will receive access to the Third Party Software and related documentation for internal business purposes only. Your rights to the Third Party Software will be governed by the Third Party Terms.
3. Third Party Products Warranties.
 - 3.1 We are authorized by each Developer to grant access to the Third Party Software.
 - 3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.
 - 3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.
4. Third Party Services. If you have purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with our Invoicing and Payment Policy.

SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2).
2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION F – TERM AND TERMINATION

1. Term. The initial term of this Agreement is equal to the number of years indicated for SaaS Services

in Exhibit A, commencing on the first day of the first month following the Effective Date, unless earlier terminated as set forth below. If no duration is indicated in Exhibit A, the initial term is one (1) year. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.

2. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).
 - 2.1 Failure to Pay SaaS Fees. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.
 - 2.2 For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(3).
 - 2.3 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.
 - 2.4 Lack of Appropriations. If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.
 - 1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
 - 1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.

1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.

1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of PCI-DSS requirements or a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CLIENT UNDERSTANDS AND AGREES THAT TYLER DISCLAIMS ANY LIABILITY FOR ERRORS THAT RELATE TO USER ERROR.**

4. **LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(1), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN**

RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).

5. **EXCLUSION OF CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. Insurance. During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION H – GENERAL TERMS AND CONDITIONS

1. Additional Products and Services. You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
2. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
3. Dispute Resolution. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.
4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a

copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.

5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.
12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.

13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
- (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
 - (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
 - (c) a party receives from a third party who has a right to disclose it to the receiving party; or
 - (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.
18. Quarantining of Client Data. Some services provided by Tyler require us to be in possession of your Data. In the event we detect malware or other conditions associated with your Data that are reasonably suspected of putting Tyler resources or other Tyler clients' data at risk, we reserve the absolute right to move your Data from its location within a multi-tenancy Tyler hosted environment to an isolated "quarantined" environment without advance notice. Your Data will remain in such quarantine for a period of at least six (6) months during which time we will review the Data, and all

traffic associated with the Data, for signs of malware or other similar issues. If no issues are detected through such reviews during the six (6) month period of quarantine, we will coordinate with you the restoration of your Data to a non-quarantined environment. In the event your Data must remain in quarantine beyond this six (6) month period through no fault of Tyler's, we reserve the right to require payment of additional fees for the extended duration of quarantine. We will provide an estimate of what those costs will be upon your request.

19. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
20. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.
21. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.
22. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.
23. Data & Insights Solution Terms. Your use of certain Tyler solutions includes Tyler's Data & Insights data platform. Your rights, and the rights of any of your end users, to use Tyler's Data & Insights data platform is subject to the Data & Insights SaaS Services Terms of Service, available at <https://www.tylertech.com/terms/data-insights-saas-services-terms-of-service>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.
24. Contract Documents. This Agreement includes the following exhibits:

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Policy
	Schedule 1: Business Travel Policy
Exhibit C	Service Level Agreement
	Schedule 1: Support Call Process
Exhibit D	Third Party Terms

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

Village of Winnetka, Illinois

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address for Notices:

Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Chief Legal Officer

Address for Notices:

Village of Winnetka
510 Green Bay Road
Winnetka, IL 60093-2563
Attention: _____



Exhibit A

Investment Summary

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date, despite any expiration date in the Investment Summary that may have lapsed as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement. In the event of conflict between the Agreement and terms in the Comments section of this Investment Summary, the language in the Agreement will prevail.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK



Quoted By:
 Quote Expiration:
 Quote Name:

Robb Ann Hurst
 11/21/22
 SaaS 5.25.22

Sales Quotation For:

Village of Winnetka
 510 Green Bay Rd
 Winnetka IL 60093-2563

Tyler Annual Software - SaaS

Description	Annual
New World ERP	
Time & Attendance	
Time & Attendance Mobile Access License	\$ 3,003
Time & Attendance	\$ 7,220
Advanced Scheduling Mobile	\$ 2,352
Advanced Scheduling	\$ 7,001
Term # of Years	3
TOTAL	\$ 19,576

Hourly Services

Description	Hours	Price
New World ERP		
Time & Attendance		
Advanced Scheduling Implementation Fees	48	\$ 8,400
2022-324928-H8S4V5		Page 1

Time & Attendance Implementation Fees	80	\$ 14,000
TOTAL	128	\$ 22,400

Summary	One Time Fees	Recurring Fees
Total Tyler Software	\$ 0	\$ 0
Total SaaS	\$ 0	\$ 19,576
Total Tyler Services	\$ 22,400	\$ 0
Total Third-Party Hardware, Software, Services	\$ 0	\$ 0
Summary Total	\$ 22,400	\$ 19,576
Contract Total	\$ 41,976	

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms, subject to payment terms in an agreement, amendment, or similar document in which this sales quotation is included:

- License fees for Tyler and third-party software are invoiced upon the earlier of (i) delivery of the license key or (ii) when Tyler makes such software available accessible.
- Fees for hardware are invoiced upon delivery.
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware.
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software accessible to the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.

- o Implementation and other professional services fees shall be invoiced as delivered.
 - o Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
 - o Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and material basis. "
 - o Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where Project Planning Services are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
 - o If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
 - o Notwithstanding anything to the contrary stated above, the following payment terms shall apply to fees specifically for migrations: Tyler will invoice Client 50% of any Migration Services Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Annual SaaS Fees will be invoiced upon availability of the hosted environment.
 - Expenses associated with onsite services are invoiced as incurred.
- Any SaaS or hosted solutions added to an agreement containing Client-hosted Tyler solutions are subject to Tyler's SaaS Services terms found here: <https://www.tylertech.com/terms/tyler-saas-services>.

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____

Print Name: _____ P.O.#: _____



Exhibit B

Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable software and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. **SaaS Fees.** SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section F (1) of this Agreement. Your annual SaaS fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates.
2. **Other Tyler Software and Services.**
 - 2.1 *VPN Device:* The fee for the VPN device will be invoiced upon installation of the VPN.
 - 2.2 *Implementation and Other Professional Services (including training):* Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.
 - 2.3 *Consulting Services:* If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon your acceptance of the Best Practice Recommendations, by module, and 50% upon your acceptance of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.
 - 2.4 *Conversions:* Fixed-fee conversions are invoiced 50% upon initial delivery of the converted Data, by conversion option, and 50% upon Client acceptance to load the converted Data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.
 - 2.5 *Requested Modifications to the Tyler Software:* Requested modifications to the Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in this Agreement.

2.6 *Other Fixed Price Services*: Other fixed price services are invoiced as delivered, at the rates set forth in the Investment Summary. For the avoidance of doubt, where “Project Planning Services” are provided, payment will be due upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.

3. Third Party Products.

3.1 *Third Party Software License Fees*: License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.

3.2 *Third Party Software Maintenance*: The first year maintenance for the Third Party Software is invoiced when we make it available to you for downloading.

3.3 *Third Party Hardware*: Third Party Hardware costs, if any, are invoiced upon delivery.

3.4 *Third Party Services*: Fees for Third Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary.

3.5 *Third Party SaaS*: Third Party SaaS Services fees, if any, are invoiced annually, in advance, commencing with availability of the respective Third Party SaaS Services. Pricing for the first year of Third Party SaaS Services is indicated in the Investment Summary. Pricing for subsequent years will be at the respective third party’s then-current rates.

4. Transaction Fees. Unless paid directly by an end user at the time of transaction, per transaction (call, message, etc.) fees are invoiced on a quarterly basis. Fees are indicated in Schedule A and may be increased by Tyler upon notice of no less than thirty (30) days.

5. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B as Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is available by contacting AR@tylertech.com.



Exhibit B
Schedule 1
Business Travel Policy

1. Air Travel

A. Reservations & Tickets

The Travel Management Company (TMC) used by Tyler will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five (5) days = one (1) checked bag
- Six (6) or more days = two (2) checked bags

Baggage fees for sports equipment are not reimbursable.



2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a "mid-size" or "intermediate" car. "Full" size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler's TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

"No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of State and will be determined as required.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

Breakfast	15%
Lunch	25%
Dinner	60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.



Exhibit C

Service Level Agreement

I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the application services that you have requested us to provide. This SLA does not apply to any Third Party SaaS Services. All other support services are documented in the Support Call Process.

II. Definitions. Except as defined below, all defined terms have the meaning set forth in the Agreement.

Actual Attainment: The percentage of time the Tyler Software is available during a calendar quarter, calculated as follows: $(\text{Service Availability} - \text{Downtime}) \div \text{Service Availability}$.

Client Error Incident: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

Downtime: Those minutes during Service Availability, as defined below, when all users cannot launch, login, search or save primary data in the Tyler Software. Downtime does not include those instances in which only a Defect is present.

Emergency Maintenance: (1) maintenance that is required to patch a critical security vulnerability; (2) maintenance that is required to prevent an imminent outage of Service Availability; or (3) maintenance that is mutually agreed upon in writing by Tyler and the Client.

Planned Downtime: Downtime that occurs during a Standard or Emergency Maintenance window.

Service Availability: The total number of minutes in a calendar quarter that the Tyler Software is capable of receiving, processing, and responding to requests, excluding Planned Downtime, Client Error Incidents, denial of service attacks and Force Majeure.

Standard Maintenance: Routine maintenance to the Tyler Software and infrastructure. Standard Maintenance is limited to five (5) hours per week.

III. **Service Availability**

a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support case number.

b. Our Responsibilities

When our support team receives a call from you that Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of Planned



Downtime, a Client Error Incident, Denial of Service attack or Force Majeure). We will also work with you to resume normal operations.

c. Client Relief

Our targeted Attainment Goal is 100%. You may be entitled to credits as indicated in the Client Relief Schedule found below. Your relief credit is calculated as a percentage of the SaaS fees paid for the calendar quarter.

In order to receive relief credits, you must submit a request through one of the channels listed in our Support Call Process within fifteen days (15) of the end of the applicable quarter. We will respond to your relief request within thirty (30) day(s) of receipt.

The total credits confirmed by us will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Client Relief Schedule	
Actual Attainment	Client Relief
99.99% - 98.00%	Remedial action will be taken
97.99% - 95.00%	4%
Below 95.00%	5%

IV. Maintenance Notifications

We perform Standard Maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

Not all maintenance activities will cause application unavailability. However, if Tyler anticipates that activities during a Standard or Emergency Maintenance window may make the Tyler Software unavailable, we will provide advance notice, as reasonably practicable that the Tyler Software will be unavailable during the maintenance window.



Exhibit C Schedule 1 Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support for authorized users*:

- (1) On-line submission (portal) – for less urgent and functionality-based questions, users may create support incidents through the Tyler Customer Portal available at the Tyler Technologies website. A built-in Answer Panel provides users with resolutions to most “how-to” and configuration-based questions through a simplified search interface with machine learning, potentially eliminating the need to submit the support case.
- (2) Email – for less urgent situations, users may submit emails directly to the software support group.
- (3) Telephone – for urgent or complex questions, users receive toll-free, telephone software support.

** Channel availability may be limited for certain applications.*

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

- (1) Tyler Website – www.tylertech.com – for accessing client tools, documentation, and other information including support contact information.
- (2) Tyler Search -a knowledge based search engine that lets you search multiple sources simultaneously to find the answers you need, 24x7.
- (3) Tyler Community –provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (4) Tyler University – online training courses on Tyler products.

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Tyler’s holiday schedule is outlined below. There will be no support coverage on these days.

New Year’s Day	Labor Day
Martin Luther King, Jr. Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

For support teams that provide after-hours service, we will provide you with procedures for contacting support staff after normal business hours for reporting Priority Level 1 Defects only. Upon receipt of



such a Defect notification, we will use commercially reasonable efforts to meet the resolution targets set forth below.

We will also make commercially reasonable efforts to be available for one pre-scheduled Saturday of each month to assist your IT staff with applying patches and release upgrades, as well as consulting with them on server maintenance and configuration of the Tyler Software environment.

Incident Handling

Incident Tracking

Every support incident is logged into Tyler’s Customer Relationship Management System and given a unique case number. This system tracks the history of each incident. The case number is used to track and reference open issues when clients contact support. Clients may track incidents, using the case number, through Tyler’s Customer Portal or by calling software support directly.

Incident Priority

Each incident is assigned a priority level, which corresponds to the Client’s needs. Tyler and the Client will reasonably set the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain “characteristics” may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the Client towards clearly understanding and communicating the importance of the issue and to describe generally expected response and resolution targets in the production environment only.

References to a “confirmed support incident” mean that Tyler and the Client have successfully validated the reported Defect/support incident.

Priority Level	Characteristics of Support Incident	Resolution Targets*
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client’s remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler’s responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.

Priority Level	Characteristics of Support Incident	Resolution Targets*
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler's responsibility for loss or corrupted data is limited to assisting the Client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack, which shall occur at least quarterly. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

**Response and Resolution Targets may differ by product or business need*

Incident Escalation

If Tyler is unable to resolve any priority level 1 or 2 defect as listed above or the priority of an issue has elevated since initiation, you may escalate the incident to the appropriate resource, as outlined by each product support team. The corresponding resource will meet with you and any Tyler staff to establish a mutually agreeable plan for addressing the defect.

Remote Support Tool

Some support calls may require further analysis of the Client's database, processes or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Tyler's support team must have the ability to quickly connect to the Client's system and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.



Exhibit D
Third Party Terms

INTENTIONALLY LEFT BLANK

Personnel Management

- New Employee
- Seasonal Employee
- Status Change
- Current Leave Balance
- Hours

Time & Attendance

Advanced Scheduling



Clocks



Smart Phones



Browsers



Agenda Item Executive Summary

TITLE: Resolution No. R-17-2023: Winnetka Music Fest License Agreement (Adoption)

PRESENTER: Kristin Kazenas

AGENDA DATE: January 17, 2023

CONSENT: Yes

ITEM TYPE: Ordinances and Resolutions

ITEM HISTORY:

The annual Winnetka Music Festival began in 2017 as a two-day community event. The event was canceled in 2020, due to the COVID-19 pandemic, and presented as a one-day event in 2021 and 2022. In 2023, the Winnetka Music Festival returns as a two-day event in the East Elm business district.

The Winnetka Music Festival is co-sponsored by the Village of Winnetka, and was reviewed in detail at the October 18, 2022 Village Council Regular Meeting and the October 28, 2022 Village Council Budget Review Meeting.

EXECUTIVE SUMMARY:

The 2023 Winnetka Music Festival will be a two-day event scheduled for Friday, June 16, 2023 and Saturday, June 17, 2023. The festival is a ticketed public event and will take place on Lincoln Avenue between Pine Street and Elm Street along with the Village-owned Lincoln Avenue parking lot and is expected to attract thousands of visitors to Winnetka.

Given the scope and extensive footprint of the event, a formal license agreement should be agreed upon before granting approval to the special event permit. The license agreement is between the Village, the Winnetka-Northfield-Glencoe Chamber of Commerce and Valslist (the event promoter and operator) and the terms are generally consistent with the prior year license agreement.

Key points identified in the license agreement include:

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

RECOMMENDATION:

Consider adoption of Resolution No. R-17-2023, approving a non-exclusive license agreement for use of Winnetka property for the Winnetka Music Festival.

ATTACHMENTS:

1. Resolution No. R-17-2023 Approving a Non-Exclusive License Agreement for Use of Winnetka Property for the Winnetka Music Festival

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

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

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

WHEREAS, the Winnetka-Northfield-Glencoe Chamber of Commerce, Inc., ("***Chamber***"), sponsors, supports, and conducts community events for the benefit of the Village of Winnetka community and general public, including the 2023 music festival commonly referred to as the "Winnetka Music Festival" ("***Event***"); and

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

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

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

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

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

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

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

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

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

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

ADOPTED this January 17, 2023, pursuant to the following roll call vote:

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

Signed

Village President

Countersigned:

Village Clerk

EXHIBIT A
LICENSE AGREEMENT

**NON-EXCLUSIVE LICENSE AGREEMENT FOR USE OF VILLAGE OF WINNETKA PUBLIC STREETS
FOR THE 2023 WINNETKA MUSIC FESTIVAL**

THIS NON-EXCLUSIVE LICENSE AGREEMENT ("Agreement"), dated as of this ____ day of _____, 2023, ("**Effective Date**"), by and among the **VILLAGE OF WINNETKA**, an Illinois home rule municipality ("**Village**"), the **WINNETKA-NORTHFIELD-GLENCOE CHAMBER OF COMMERCE, INC.**, an Illinois not-for-profit corporation ("**Chamber**"), and **VALSLIST LLC**, an Illinois limited liability company ("**Valslist**") (the Chamber and Valslist are, collectively, "**Operator**") (the Village, Chamber, and Valslist are, collectively, "**Parties**").

WHEREAS, the Chamber sponsors, supports and conducts many community events for the benefit of the Village of Winnetka community and general public, including but not limited to, a 2023 music festival commonly referred to as the "Winnetka Music Festival" ("**Event**");

WHEREAS, Valslist organizes, promotes and operates music festivals;

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

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

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

1. Downtown Lincoln Avenue; Downtown Elm Street between Green Bay Road and Arbor Vitae;

2. Public streets and sidewalks on Lincoln Avenue between Pine Street and Oak Street; and Elm Street between Green Bay Road and Arbor Vitae; and

3. The Lincoln Avenue Parking lot (south of Winnetka Community House),

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

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

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

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

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

- A. *Grant of License.* Subject to the terms and conditions set forth in this Agreement, the Village hereby grants to Operator, and Operator hereby accepts, a non-exclusive revocable license to use the License Premises for the sole purpose of hosting the Event pursuant to and in strict accordance with the terms and provisions of this Agreement ("**License**"). Operator acknowledges and agrees that nothing in this Agreement shall be interpreted to provide a license to Operator to alter the Licensed Premises in any way other than as expressly set forth in this Agreement.
- B. *As-Is, Where-Is.* Operator hereby accepts the Licensed Premises in its condition at the time of use, WHERE-IS and AS-IS, and subject to applicable requirements of law. Operator acknowledges and agrees that: (i) the Village has made no representations or warranties as to the suitability of the Licensed Premises for the Operator's intended purposes; and (ii) the Village will have no responsibility to maintain the Licensed Premises in any particular condition or manner before, after, or during the Event. Operator waives any implied warranty that the Licensed Premises will be suitable for the Operator's intended purposes.
- C. *Limitation of Interest.* Except for the Licensee granted pursuant to this Agreement, Operator shall have no legal, beneficial, or equitable interest, whether by adverse possession or prescription or otherwise, in the Licensed Premises.
- D. *Term.* The License shall be for a term commencing on June 15, 2023, at 6:00 p.m. and ending on the earlier to occur of: (i) a terminating event as described in Section 2.E of this Agreement; or (ii) June 18, 2023, at 8:00 a.m. ("**Term**"). All setup, take-down, and clean-up for the Event shall occur during the Term.
- E. *Termination.*
 - 1. Termination Event. Without prejudice to any other rights and remedies available pursuant to the rest of this Agreement, the License shall automatically expire and terminate upon the occurrence of any of the following:
 - a. Failure to Comply. Operator has violated any provision of this Agreement; provided, however, that prior to termination pursuant to this Section 2.E.1.a, the Village and Park District shall provide the Chamber with seven days written notice and an opportunity to cure the violation.

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

2. Restoration of Licensed Premises.

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

3. **Security Deposit.** Valslist shall be required to pay to the Village \$2,500.00 to the Village as a security deposit ("***Security Deposit***") to secure the obligations of Operator under this Agreement. Valslist shall pay to the Village the Security Deposit no later than 5:00 p.m., June 1, 2023, in the form of a cashier's check or certified funds. The cost of any materials used by the Village or a third-party service provider, and any labor and related expenses performed by the Village or a third-party service provider to restore the Licensed Premises or other Village-owned or Village-leased property damaged during or as a result of the Event, to its proper condition will be deducted from the Security Deposit and the remaining portion of the Security Deposit will be returned to Valslist. In the event the cost of the work to return the Licensed Premises, or any other Village property damaged during or as a result of the Event, to its proper condition exceeds the amount of the Security Deposit, Operator shall pay the additional cost to the Village within 30 days of receipt of a demand from the Village.

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4. Hours of Operation.

- A. Operator may not commence set-up operations for the Event on Thursday, June 15 2023 prior to 6:00 p.m.; nor continue operations beyond 10:30 p.m., on Friday June 16, 2023; nor prior to 6:00 a.m. or beyond 11:00 p.m. and on Saturday, June 17, 2023.
- B. Operator may open the Event for public attendance only on Friday June 16, 2023 from 5:00 pm to 10:30 pm and Saturday, June 17, 2023 from noon to 11:00 p.m.

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

6. Site Plan. Valslist shall prepare and submit a preliminary site plan for the Event to the Village for review and approval by May 1, 2023. Valslist shall prepare and present a final site plan for review and approval by the Village on or before June 1, 2023.

7. Alcoholic Beverages.

- A. ***Sale.*** Valslist or its designated Vendor shall be permitted to sell beer, wine, and pre-mixed cocktails during the Event, provided that: (i) Valslist, or if its designated Vendor sells beer, wine or pre-mixed cocktails, its designee, obtains a liquor license from the Village to allow for the sale of the same; and (ii) Valslist, and if applicable, its designated Vendor, fully and strictly complies with all federal, state, county and local statutes, ordinances, rules, regulations and orders governing the sale, possession and delivery of alcoholic beverages, including without limitation, procuring all required licenses and permits. The sale of all alcohol shall be limited to the designated beer, wine, and cocktail locations, identified in Exhibit 1. If Valslist sells beer, wine, or pre-mixed cocktails during the Event, Valslist will be responsible for any and all liability arising directly or indirectly out of or associated with the sale of alcohol at the Event. In the event that Valslist’s designated Vendor sells beer, wine, or pre-mixed cocktails during the Event, Valslist agrees to be jointly and

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severally responsible and liable for all liability arising directly or indirectly out of or associated with the sale of alcohol at the Event.

- B. *Insurance.* Valslist, or if applicable, its designee, shall provide proof of a valid state and local liquor license authorizing the sale of alcoholic beverages as provided herein and a Certificate of Insurance for liquor liability insurance (***“Dram Shop Insurance”***), certifying that Valslist has in full force and effect, Dram Shop Insurance covering the Event in compliance with all applicable local and state laws, regulations and ordinances, and is sufficient to cover liability imposed under Illinois law. Said insurance shall name the Village as an additional insured. All forms of Certificates of Insurance are subject to approval by the Village and must set forth the minimum requirements as attached hereto as **Exhibit 3** attached hereto and incorporated herein.

8. Vendors. All contractual and financial arrangements necessary for the conduct of the Event shall be negotiated and executed by, and be the sole responsibility and liability of, Valslist. Valslist shall be responsible for, and shall timely pay all costs associated with, the Event, including, but not limited to, marketing, production, entertainment, Vendors’ facilities, restroom and sanitation facilities in accordance with Section 17 of this Agreement, security, waste and recycle services in accordance with Section 10 of this Agreement, and required permits and fines, if any. Valslist shall provide the Village with a detailed list of all Vendors prior to May 15, 2023, and shall update the Village on any Vendor additions or changes after such list is provided. Additional Vendors may not be added to this list after June 1, 2023, without the express written approval of the Village. The Village shall have the right but not the obligation to inspect the operations of any and all Vendors prior to and during the Event with respect to their compliance with this Agreement and any applicable laws, rules, ordinances and regulations. The Village shall have no liability for its inspection or failure to inspect pursuant to this paragraph. Valslist shall require all Vendors to meet all applicable local, state and federal laws, ordinances, and regulations. All Vendors are independent contractors of Valslist and are not employees or agents of Valslist or the Village, and Valslist shall require each Vendor to execute and sign a certificate and/or contract confirming this independent contractor relationship. Every Vendor shall also acknowledge that said Vendor is a third party and not a party to this Agreement.

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

- A. *Event Set-Up.* The Village will provide electric service at locations agreed upon and approved by the Village’s Water and Electric Director.
- B. *Before, During, and After the Event.* The Village shall provide the following before, during and after the Event:

- 1. Reasonably answer questions related to the Licensed Premises;

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2. Providing assistance in securing the Licensed Premises by allowing the placement of additional fencing and barricades in agreed upon locations to control access to the Event during the Term;
3. As part of the event planning, the Village's GIS tech will assist Operator by developing and printing maps for the event as agreed upon by the Village's Engineering Director;
4. Hang Music Fest banners over Green Bay Road and remove the banner following the Event;
5. If needed, remove existing streetlights in Lincoln Avenue parking lot for semi-trailer (stage) access and re-install streetlights following the event;
6. On the nights of the Event, turn off agreed upon streetlights in the Lincoln Avenue parking lot subject to final approval of the Village's Fire Chief;
7. Provide police, fire, and paramedic services to Event to provide services to the public, provided that Operator acknowledges that, in the event of emergencies, such police, fire, and paramedic personnel may be called away from the Event;
8. Provide Public Works staffing and equipment to assist with road closures, maintenance, and support of operations;
9. Provide electric service for small electric loads (i.e. i-pad charges, credit card machines) at agreed upon pedestrian street light poles as approved by the Village's Water & Electric Director;
10. Re-connect and turn on holiday lighting in the East Elm Business District for the Event, and after even turn off holiday lighting, remove drop cords, and place cords back in underground boxes

Valslist shall communicate all requests for site maintenance support, service status and any other grounds related items to the following Village designated representatives: Public Works Director Giovanni McLean (gmclean@winnetka.org; Office: +1.847.716.3270 Cell: +1.224.505.6346); Acting Police Chief Brian O'Connell (boconnell@winnetka.org Office: +1.847.716.3400 Cell: +847-878-2019); Fire Chief John Ripka (jripka@winnetka.org Office: +1.847.716.3303 Cell: +847.613-7415); and Director of Water & Electric Brian Keys (bkeys@winnetka.org Office: +1.847.716.3556 Cell: +1.224.588.0529).

10. Waste and Recycle. Valslist or its Vendor shall provide and pay for at its sole cost and expense all necessary waste and recycling for the Event, which obligation shall include arranging for waste and recycle bins adequate in numbers throughout the Licensed Premises. Valslist or its

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Vendor shall maintain the Licensed Premises and surrounding area in a clean, neat, orderly, sanitary, and safe condition, free from accumulation of waste materials and rubbish during the Event. At the completion of the Term, Valslist or its Vendor shall remove from and about the Licensed Premises all waste and recycling materials, rubbish, tools, equipment, and any other materials. If Valslist or its Vendor fails to clean up the Licensed Premises and surrounding area as provided herein, the Village may do so, and the cost thereof shall be deducted from the Security Deposit. In the event the cost to clean up the Licensed Premises and surrounding area exceeds the Security Deposit, Valslist shall pay the additional costs to the Village within 30 days of a demand from the Village.

11. Restoration. Valslist shall be responsible for damage done to Village properties beyond normal wear and tear resulting from use of the Licensed Premises and other Village-owned and Village-leased properties during or as a result of the Event and shall reimburse the Village for all costs and expenses incurred by the Village to repair and/or remedy the same. The Village shall deduct said costs and expenses from the Security Deposit as specified in Section 5 of this Agreement. Valslist shall immediately advise the Village of any damage made to Village-owned or Village-leased property.

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

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

14. Parking. Valslist shall prepare a parking plan and submit it to the Village for approval no later than June 1, 2023. Any expenses associated with parking arrangements for the Event will be the sole responsibility of Valslist. All vehicles owned, leased, licensed or controlled by Event Staff, Vendors, and Event Invitees must be removed from Village parking lots no later than the end of the Term. Valslist shall designate an appropriate number of handicap-accessible parking spaces in the parking plan for use by Event Staff, Vendors and Event Invitees. Valslist shall not permit

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vehicles other than those displaying authorized handicap license plates or placards to park in the spaces designated for handicap parking.

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

16. Marketing and Sponsorship. Operator shall not market the Event or take any other actions that: (i) may mislead or misrepresent the Event, the Parties, or the Licensed Premises; (ii) is inconsistent with the Village's mission, values, policies or operations; or (iii) is in violation of any law. Furthermore, Operator shall not allow an Event sponsor to market the Event or take any other actions that: (i) may mislead or misrepresent the Event, the Parties, the Licensed Premises or the sponsor's relationship with the Village or the Licensed Premises; (ii) is inconsistent with the Village's mission, values, policies or operations; or (iii) is in violation of any law. Operator and all sponsors are separate entities from the Village and neither Operator nor any sponsor shall be deemed to be, nor shall they represent themselves to be employees, partners, or joint venturers of the Village or owners of any Village property. In the event the Village determines any marketing or other actions by Operator or an Event sponsor violates this Section, Operator shall immediately cease or cause the sponsor to cease such marketing or other actions upon the Village's notice to Operator of the same.

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

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

19. Village's Right to Stop the Event.

- A. *Stoppage.* Notwithstanding anything to the contrary in this Agreement, subject to the terms of this Section 19, the Village reserves the right to stop, or require modification of, any aspect of the Event that it determines it is inconsistent with this Agreement, or with Village policy or which, in the Village's opinion, would result in an inappropriate use of the Licensed Premises, constitute a threat to the health, safety or welfare of the public or any other person, or result in an increased risk of

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liability to the Village. The reservation of this right is not intended to impose an obligation upon the Village to ascertain these matters, and neither the Village's exercise of this reserved right nor its failure to exercise this reserved right shall create any liability on the part of the Village or otherwise lessen the Operator's insurance, indemnification and hold harmless obligations under this Agreement.

B. *Procedure.* In the event that the Village directs Operator to stop or modify any aspect of the Event as provided in this Section:

1. If such direction is provided two or more hours prior to the Event opening to the public, Operator shall have the opportunity to appeal this direction to the Village President and the Village Manager. Operator may designate a non-affiliated third party to make a recommendation to the Village for such appeal. The Parties will use their collective best efforts to reach an agreement on any modification(s) to the Event operation, provided the Village shall have final authority to stop, suspend, or require modification of any aspect of the Event.
2. If such direction is provided less than two prior to the Event opening to the public or is provided while the Event is open to the public, the Village's direction to stop or require modification of any aspect of the Event operation shall be immediately followed and Valslist shall not have an opportunity for any appeal.

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

21. WAIVER OF LIABILITY. OPERATOR AGREES THAT IT WILL NOT SEEK, AND DOES NOT HAVE THE RIGHT TO SEEK, RECOVERY OF A JUDGMENT FOR MONETARY DAMAGES AGAINST THE VILLAGE OR ANY VILLAGE ELECTED OR APPOINTED OFFICIALS, AGENTS, REPRESENTATIVES, ATTORNEYS OR EMPLOYEES ARISING OUT OF, CONNECTED WITH OR IN ANY WAY RELATED TO: (I) THE EVENT; (II) THE USE OF THE LICENSED PREMISES; OR (III) AS A RESULT OF THE CONDITION, MAINTENANCE, AND USE OF THE LICENSED PREMISES. OPERATOR FURTHER AGREES TO ASSUME THE FULL RISK OF ANY INJURIES, INCLUDING DEATH, AND ALL COSTS, DAMAGES, AND LOSSES THAT OPERATOR OR ITS EMPLOYEES, AGENTS, CONTRACTORS, AGENTS, SERVANTS, EMPLOYEES, VENDORS, EVENT STAFF, OR THE PUBLIC MAY SUSTAIN RELATED TO: (I) THE EVENT; (II) THE USE OF THE LICENSED PREMISES; OR (III) AS A RESULT OF THE CONDITION, MAINTENANCE, AND USE OF THE LICENSED PREMISES. OPERATOR FULLY UNDERSTANDS AND AGREES THAT THE VILLAGE DOES NOT ASSUME

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THE CARE, CUSTODY, OR CONTROL OF ANY PERSONAL PROPERTY OR EQUIPMENT BROUGHT UPON THE LICENSED PREMISES OR STORED AT, IN OR ON ANY OTHER VILLAGE PROPERTY, FACILITY OR BUILDING. OPERATOR ASSUMES THE RISK AND IS RESPONSIBLE FOR THE CARE, CUSTODY, AND CONTROL OF ANY AND ALL PROPERTY OR EQUIPMENT BROUGHT ONTO THE LICENSED PREMISES OR STORED AT, IN, OR ON ANY OTHER VILLAGE PROPERTY, FACILITY OR BUILDING, INCLUDING PROPERTY STORED WITHIN A VEHICLE OWNED, LEASED, LICENSED OR CONTROLLED BY ANY EVENT STAFF, VENDOR, OR EVENT INVITEE. THIS WAIVER OF LIABILITY AND ASSUMPTION OF RISK SHALL NOT APPLY TO THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE VILLAGE.

22. Insurance. Operator agrees to obtain and maintain the insurance coverages listed in and in accordance with **Exhibit 2** attached hereto and incorporated herein. Valslist shall require all Vendors to provide and maintain at their own cost and expense insurance coverage in accordance with **Exhibit 3**, attached to and incorporated herein. Operator shall tender certificates of insurance to the Village evidencing the requested coverage and compliance with this Section on or before June 1, 2023. No changes to the insurance coverage regarding the type and amount of coverage, coverage period or covered parties shall be made after June 1, 2023, without the express, prior written permission of the Village. Failure to provide said proof of insurance as provided herein shall constitute a material breach of this Agreement and may result in the Village's immediate termination of the Event, this Agreement, or both.

23. Indemnification. Operator agrees to, and does hereby, defend (at the Village's option), 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) Operator's use of the Licensed Premises; (ii) the Event; or (iii) Operator'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 Operator; provided, however, that this indemnity shall not apply to willful misconduct or gross negligence on the part of the Village.

24. Joint and Several Liability. Valslist and the Chamber shall be jointly and severally liable for all of the obligations and liabilities of Operator under this Agreement.

25. Survival. Sections 2.E.2, 11, 21, 23, 24, 25, and 26 of this Agreement shall survive termination of this Agreement.

26. No Third-Party Beneficiary. This Agreement is entered into solely for the benefit of the contracting Parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person and/or entity who is not a party to this Agreement or to acknowledge, establish or impose any legal duty to any third party.

27. No Waiver of Tort Immunity. Nothing contained in any provision of this Agreement is intended to constitute nor shall constitute a waiver of the privileges, immunities, or defenses

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available to the Village under the Illinois Local Governmental and Governmental Employees Tort Immunity Act.

28. Notices. Notices shall be deemed properly given hereunder if in writing and either hand delivered or sent by United States certified mail, return receipt requested, postage prepaid, or by email transmission with the sending Party retaining confirmation of receipt, to the Parties at their respective addresses provided below, or as either Party may otherwise direct in writing to the other Party from time to time:

If to Village: Village of Winnetka
Attn: Robert Bahan
510 Green bay Road
Winnetka, IL 60093
Email: rbahan@winnetka.org

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

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

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

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

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

31. Entire Agreement; Modifications. This Agreement contains all of the terms and conditions agreed on by the Parties with respect to the subject matter hereof, and no other alleged {00130195.2}

communications or agreements among the Parties, written or otherwise, shall vary the terms hereof. Any modifications of this Agreement and the License granted herein must be in writing, signed by all Parties and dated on or subsequent to the date hereof.

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

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

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

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

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

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

VILLAGE OF WINNETKA

VALSLIST LLC

By: _____

By: _____

Title: _____

Title: _____

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

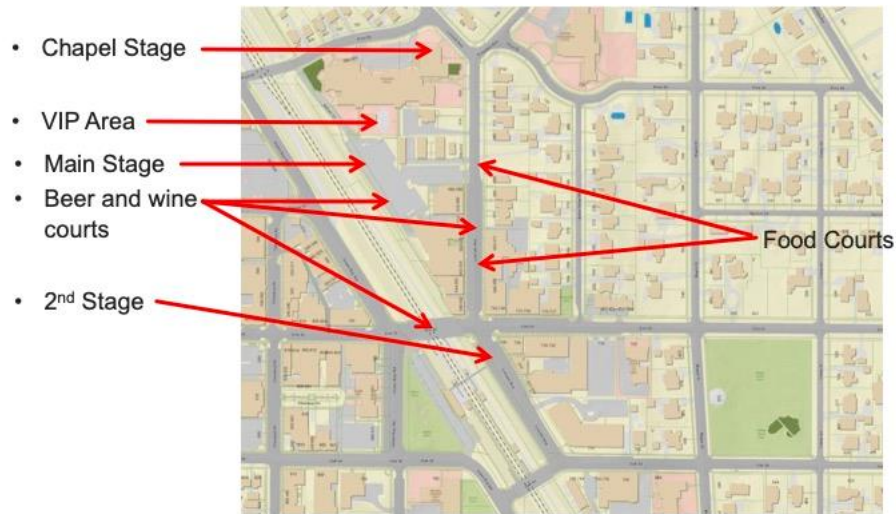
By: _____

Title: _____

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EXHIBIT 1
MAP OF LICENSED PREMISES

**Draft Winnetka Music
Festival Layout**



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EXHIBIT 2

THE CHAMBER'S AND VALSLIST'S INSURANCE REQUIREMENTS

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

A. Commercial General and Umbrella Liability Insurance

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

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

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

B. Business Auto Insurance

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

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

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C. Liquor Liability (Dram Shop) Insurance

If Valslist sells liquor at the Event, it must maintain liquor liability and Dram Shop liability coverage with a limit of not less than \$1,000,000 per occurrence. The Village of Winnetka, its officials, officers, employees, attorneys, volunteers and agents shall be included as additional insureds. This provision shall not apply in the event that all liquor sold at the Event is sold by a Vendor of Valslist.

D. Umbrella Policy

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

E. Workers Compensation Insurance

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

F. General Insurance Provisions

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

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

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

For insurance companies which obtain a rating from A.M. Best, that rating should be no less than A VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less {00130195.2}

than A VII or a Best's rating is not obtained, the Village has the right to reject insurance written by an insurer that it deems unacceptable.

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

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

EXHIBIT 3
VENDOR INSURANCE AND INDEMNITY REQUIREMENTS

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

A. Commercial General and Umbrella Liability Insurance

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

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

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

B. Business Auto Insurance

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

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

{00130195.2}

C. Umbrella Policy

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

D. Workers Compensation Insurance

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

E. Liquor Liability (Dram Shop) Insurance

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

F. General Insurance Provisions

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

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

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

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

{00130195.2}

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

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



Agenda Item Executive Summary

TITLE: Ordinance No. M-03-2023: 1303 - 1311 Scott Subdivision & Variation
(Introduction/Adoption)

PRESENTER: David Schoon

AGENDA DATE: January 17, 2023

CONSENT: No

ITEM TYPE: Ordinances and Resolutions

ITEM HISTORY:

None.

EXECUTIVE SUMMARY:

INTRODUCTION

On January 17, 2023, the Village Council is scheduled to consider Ordinance No. M-03-2023, an ordinance approving a final plat of subdivision and a zoning variation, in response to an application submitted by DSM Properties, Inc., as the owner of the property located at 1303 Scott Avenue, and Kristen and James Goodfellow, Jr., as the owners of the property located at 1311 Scott Avenue (collectively the "Subject Property"). (**Attachment 1**) DSM Properties, Inc. and the Goodfellows (collectively as the "Applicant") are seeking the following approvals as part of a Final Subdivision Plat to relocate the lot line dividing the two properties:

1. A variation to permit the existing residence at 1311 Scott Avenue (Proposed Lot 1) to observe less than the minimum required side yard setback from the west property line, which is due to an increase in the minimum required side yard setback as a result of the proposed increase in total lot area and increase in average lot width; and
2. A finding of "No Material Increased Adverse Impact" for the existing residence at 1311 Scott Avenue (Proposed Lot 1), which does not provide the required building line articulation on the west side building walls.

Each of the existing lots contains an existing two-story residence with a detached garage. The Goodfellows reside at 1311 Scott Avenue. If approved, DSM Properties, Inc. will demolish the existing residence and detached garage at 1303 Scott Avenue, and along with the Goodfellows, resubdivide the two parcels by relocating the lot line dividing the two parcels 20 feet to the east. The 1311 Scott Avenue parcel would increase in lot area, while the 1303 Scott Avenue parcel would be reduced in size. The existing improvements at 1311 Scott Avenue would remain. Plans for proposed improvements on the 1303 Scott Avenue parcel were submitted on January 3, 2023 and are currently under review.

Compliance with Zoning Standards - The proposed subdivision fully complies with the minimum lot area, lot width, and lot depth requirements. In fact, the proposed subdivision would eliminate one nonconforming lot and create two conforming lots. However, the proposed subdivision has the effect of increasing the average lot width of 1311 Scott Avenue to 70 feet, resulting in an increase in the required minimum side yard setback to 7 feet. As a result, the proposed larger lot renders the existing 1311 Scott Avenue residence (which is setback 5.75 feet from the west property line), nonconforming with the new minimum required side yard setback of 7 feet. Hence, the variation request that is included as part of the proposed subdivision. It is important to note that the variation is for existing improvements, not for any proposed improvements.

Compliance with Subdivision Code Standards – The proposed subdivision complies with the vast majority of the minimum subdivision standards, however, there is one existing nonconformity that would remain on the 1311 Scott Avenue parcel that requires relief from the subdivision standards. The west side building walls of the existing residence do not provide the required building line articulation. Constructed in 1929, the residence predates the current Zoning Ordinance, which now requires that side building walls that face the smaller side yard, on a residence constructed prior to April 1999, be articulated by at least 18 inches when the residence is more than 40 feet long. In instances of such existing nonconformities, the Plan Commission (PC), must consider the existence of such nonconformities, and *“shall determine whether such nonconformity, in the context of the proposed subdivision, would result in a material increased adverse impact upon the public health, safety or welfare.”* As described below, the PC determined that the existing nonconformity, in the context of the proposed subdivision, would not result in a material increased adverse impact upon the public health, safety, or welfare.

ADVISORY BOARD/COMMISSION REVIEW

The Plan Commission (PC) considered the request on October 26, 2022. **Attachment 2** includes the staff report to the PC, which summarizes the request, and minutes of the PC meeting. PC member Liz Kunkle was not able to attend the PC meeting, however, she provided her comments on the application via email. **Attachment 3** is the email from Member Kunkle stating her support of the proposed subdivision. At the meeting, the Commission heard from the Applicant and two neighbors who reside immediately east of the proposed subdivision and who are primarily concerned with what will ultimately be constructed on the 1303 Scott Avenue parcel. The PC then discussed the request and, by a vote of 5-0, the PC recommended approval of the request subject to final review and approval of the plat by the Village Attorney prior to recording of the plat.

The Zoning Board of Appeals (ZBA) considered the request on November 14, 2022. **Attachment 4** includes the minutes of the ZBA meeting. After hearing from the Applicant and receiving comments from the neighbor immediately east of the proposed subdivision, the Board discussed the application and recommended approval of the request by a vote of 7-0. _

The Landmark Preservation Commission (LPC) considered the demolition application for the residence at 1303 Scott Avenue on November 7, 2022. After hearing from DSM Properties, Inc. and receiving no public comments, by a vote of 6-0, the LPC approved the demolition without delay.

RECOMMENDATION:

Given the Plan Commission and ZBA both unanimously recommended approval of the request, the Council may wish to (a) consider waiving introduction of Ordinance No. M-03-2023 and consider adoption of the Ordinance, OR (b) consider only introduction of Ordinance No. M-03-2023.

ATTACHMENTS:

1. Ordinance No. M-03-2023: Approving a Final Plat of Subdivision and Granting a Variation from the Winnetka Zoning Ordinance - 1303 & 1311 Scott
2. October 21, 2022, PC Staff Report and Attachments, and October 26, 2022, Meeting Minutes
3. October 25, 2022, PC Member Kunkle's Email
4. November 14, 2022, ZBA Meeting Minutes

**AN ORDINANCE APPROVING A FINAL PLAT OF SUBDIVISION AND
GRANTING A VARIATION FROM THE WINNETKA ZONING ORDINANCE
(1303 and 1311 Scott Avenue)**

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

WHEREAS, Kristen and James Goodfellow, Jr. (collectively, the ***“Goodfellows”***) are the record title owners of the property located at 1311 Scott Avenue in Winnetka, Illinois, and legally described in **Exhibit A** attached to and, by this reference, made a part of this Ordinance (***“Current 1311 Lot ”***); and

WHEREAS, DSM Properties, Inc. (collectively, with the Goodfellows, the ***“Applicants”***) is the record title owner of the property located at 1303 Scott Avenue, in Winnetka, Illinois, and legally described in **Exhibit B** attached to and, by this reference, made a part of this Ordinance (***“Current 1303 Lot”***) (the Current 1311 Lot and Current 1303 Lot are, collectively, the ***“Subject Properties”***); and

WHEREAS, the Subject Properties are located within the R-5 Single Family Residential District of the Village (***“R-5 District”***); and

WHEREAS, the Applicants desire to relocate the property line between the Current 1311 Lot and Current 1303 Lot approximately 20 feet to the east (***“Proposed Subdivision”***), to create a new lot located at 1311 Scott Avenue comprised of approximately 11,160 square feet (***“Lot 1”***) and a new lot located at 1303 Scott Avenue comprised of approximately 12,759 square feet (***“Lot 2”***); and

WHEREAS, the Applicants desire for the residence currently located on the Current 1311 Lot (***“Existing Residence”***) to remain after the Proposed Subdivision; and

WHEREAS, pursuant to Section 17.30.060 of the Zoning Ordinance, Lot 1 must have a minimum side yard setback of seven feet; and

WHEREAS, Lot 1 would have a setback of 5.75 feet from the west property line after the Proposed Subdivision; and

WHEREAS, the Existing Residence does not have the required building line articulation on the west side of the Existing Residence (***“Legal Nonconformity”***); and

WHEREAS, the Applicants filed an application with the Village for: (i) approval of a final plat of subdivision for the Proposed Subdivision (***“Final Plat”***); and (ii) a zoning variation from Section 17.30.060 of the Zoning Ordinance to allow a side yard setback of 5.75 feet from the west property line for Lot 1 (***“Variation”***) (collectively, the Final Plat and Variation are the ***“Requested Relief”***); and

WHEREAS, on October 26, 2022, after due notice thereof, the Winnetka Plan Commission held a public hearing on the proposed Final Plat; and

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

WHEREAS, on October 26, 2022, the Plan Commission, by a vote of five members in favor and none opposed, recommended that the Council of the Village of Winnetka ("***Village Council***") approve the Final Plat; and

WHEREAS, on November 14, 2022, after due notice thereof, the Zoning Board of Appeals conducted a public hearing on the Variation, and, by a vote of seven members in favor and none opposed, recommended that the Village Council approve the Variation; and

WHEREAS, while Lot 1 will remain nonconforming to the Zoning Ordinance, pursuant to Section 16.12.010(D) of the "Winnetka Village Code of 1999," as amended ("***Village Code***"), such nonconformities in the context of the Requested Relief, will not result in a material increased adverse impact upon the public health, safety or welfare; and

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

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

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

SECTION 2: APPROVAL OF FINAL PLAT. Subject to and contingent upon the conditions set forth in Section 4 of this Ordinance, and pursuant to Sections 16.04.030 and 16.08.010 of the Subdivision Ordinance and the Village's home rule authority, the Village Council hereby approves the Final Plat, prepared by David Bycroft, at Norman J. Toberman and Associates, and consisting of one sheet, with a latest revision date of October 11, 2022, attached to and, by this reference, made a part of this Ordinance as **Exhibit C**.

SECTION 3: APPROVAL OF VARIATION FOR LOT 1. Subject to, and contingent upon, the terms, conditions, restrictions, and provisions set forth in Section 4 of this Ordinance, the Variation from Section 17.30.060 of the Zoning Ordinance is hereby granted to Lot 1, in accordance with and pursuant to Chapter 17.60 of the Zoning Ordinance and the home rule powers of the Village.

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

- A. Compliance with Subdivision Ordinance. The approvals granted in Section 2 and 3 of this Ordinance are subject to and conditioned upon compliance with, and the inclusion of all of the information on the Final Plat required by Chapter 16.08 of the Subdivision Ordinance.
- B. Compliance with Regulations. Except to the extent specifically provided otherwise in this Ordinance, the development, use, and maintenance of the Proposed Subdivision and the Subject Property must comply at all times with all applicable Village codes and ordinances, as they have been or may be amended over time.
- C. Reimbursement of Village Costs. In addition to any other costs, payments, fees, charges, contributions, or dedications required under applicable Village codes, ordinances, Ordinances, rules, or regulations, the Applicants must pay to the Village, promptly upon presentation of a written demand or demands therefor, of all fees, costs, and expenses incurred or accrued in connection with the review, negotiation, preparation, consideration, and review of this Ordinance. Payment of all such fees, costs, and expenses for which demand has been made shall be made by a certified or cashier's check. Further, the Applicants must pay upon demand all costs incurred by the Village for publications and recordings required in connection with the aforesaid matters.

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

SECTION 6: RECORDATION OF FINAL PLAT. Upon execution of the Final Plat by the Village President and the Village Clerk, as provided in Section 5 of this Ordinance, the Village Clerk is hereby directed to cause the Final Plat to be recorded with the Cook County Clerk Recording Division.

SECTION 7: RECORDATION OF ORDINANCE; BINDING EFFECT. A copy of this Ordinance will be recorded with the Cook County Clerk Recording Division. This Ordinance and the privileges, obligations, and provisions contained herein inure solely to the benefit of, and are binding upon, the Applicants and each of their heirs, representatives, successors, and assigns.

SECTION 8: FAILURE TO COMPLY. Upon the failure or refusal of the Applicants to comply with any or all of the conditions, restrictions, or provisions of this Ordinance, in addition to all other remedies available to the Village, the approvals granted in Section 2 and 3 of this Ordinance will, at the sole discretion of the Village Council, by ordinance duly adopted, be revoked and become null and void; provided, however, that the Village Council may not so revoke the approvals granted in Section 2 and 3 of this Ordinance unless it first provides the Applicants with two months advance written notice of the reasons for revocation and an opportunity to be heard at a regular meeting of the Village Council. In the event of revocation, the development and use of

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

SECTION 9: AMENDMENTS. Any amendment to this Ordinance may be granted only pursuant to the procedures, and subject to the standards and limitations, provided in the Zoning Ordinance for amending or granting variations.

SECTION 10: SEVERABILITY. If any provision of this Ordinance or part thereof is held invalid by a court of competent jurisdiction, the remaining provisions of this Ordinance shall remain in full force and effect, and shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Ordinance to the greatest extent permitted by applicable law.

SECTION 11: EFFECTIVE DATE.

A. This Ordinance will only be in full force and effect upon the occurrence of all of the following events: (i) passage and approval of this Ordinance as provided by law; and (ii) the demolition of the single-family detached dwelling located on the current 1303 Lot as of the date of passage of this Ordinance in accordance with all applicable provisions of the Village Code.

B. The Approvals set forth in Sections 2 and 3 of this Ordinance will be effective only upon: (i) the filing by the Applicants with the Village Clerk of an Unconditional Agreement and Consent in the form of **Exhibit D** attached to and, by this reference, made a part of this Ordinance to accept and abide by each and all of the terms, conditions, and limitations set forth in this Ordinance and to indemnify the Village for any claims that may arise in connection with the approval of this Ordinance; and (ii) the approval and recording of the Final Plat.

C. In the event that the Applicants do not file with the Village Clerk a fully executed copy of the unconditional agreement and consent described in Section 11.B of this Ordinance within 60 days after the date of passage of this Ordinance by the Village Council, the Village Council shall have the right, in its sole discretion, to declare the Approvals granted in this Ordinance null and void and of no force or effect.

[SIGNATURE PAGE FOLLOWS]

PASSED this 17th day of January, 2023, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this ____ day of _____, 2023.

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 _____,
2023.

Introduced: 17th day of January, 2023

Passed and Approved: _____, 2023

EXHIBIT A

LEGAL DESCRIPTION OF 1311 SCOTT AVENUE

PARCEL 1: LOT 8 (EXCEPT THE WEST 50 FEET THEREOF) IN BLOCK 8 IN LLOYD'S SUBDIVISION OF BLOCKS 1 TO 5 OF TAYLOR'S SECOND ADDITION TO TAYLORSPOUT, BEING A PART OF THE NORTHEAST ¼ OF SECTION 17 AND PART OF THE NORTHEAST ¼ OF SECTION 18, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 2: EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY GRANT RECORDED OCTOBER 18, 1929 AS DOCUMENT 10509783 AND GRANT RECORDED DECEMBER 17, 1929 AS DOUCMENT 10556050 FOR INGRESS AND EGRESS OVER THE NORTH 10 FEET OF LOT 7 AND THE NORTH 10 FEET OF LOT 8.

P.I.N.: 05-18-215-016-0000 and 05-18-215-026-0000

Commonly known as 1311 Scott Avenue, Winnetka, Illinois.

EXHIBIT B

LEGAL DESCRIPTION OF 1303 SCOTT AVENUE

LOT 9, IN BLOCK 8, IN LLOYD'S SUBDIVISION OF BLOCKS 1 TO 5 INCLUSIVE IN TAYLOR'S SECOND ADDITION TO TAYLORSPOUT, BEING A PART OF THE NORTHWEST QUARTER OF SECTION 17 AND PART OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N.: 05-18-215-017-0000 and 05-18-215-027-0000

Commonly known as 1303 Scott Avenue, Winnetka, Illinois.

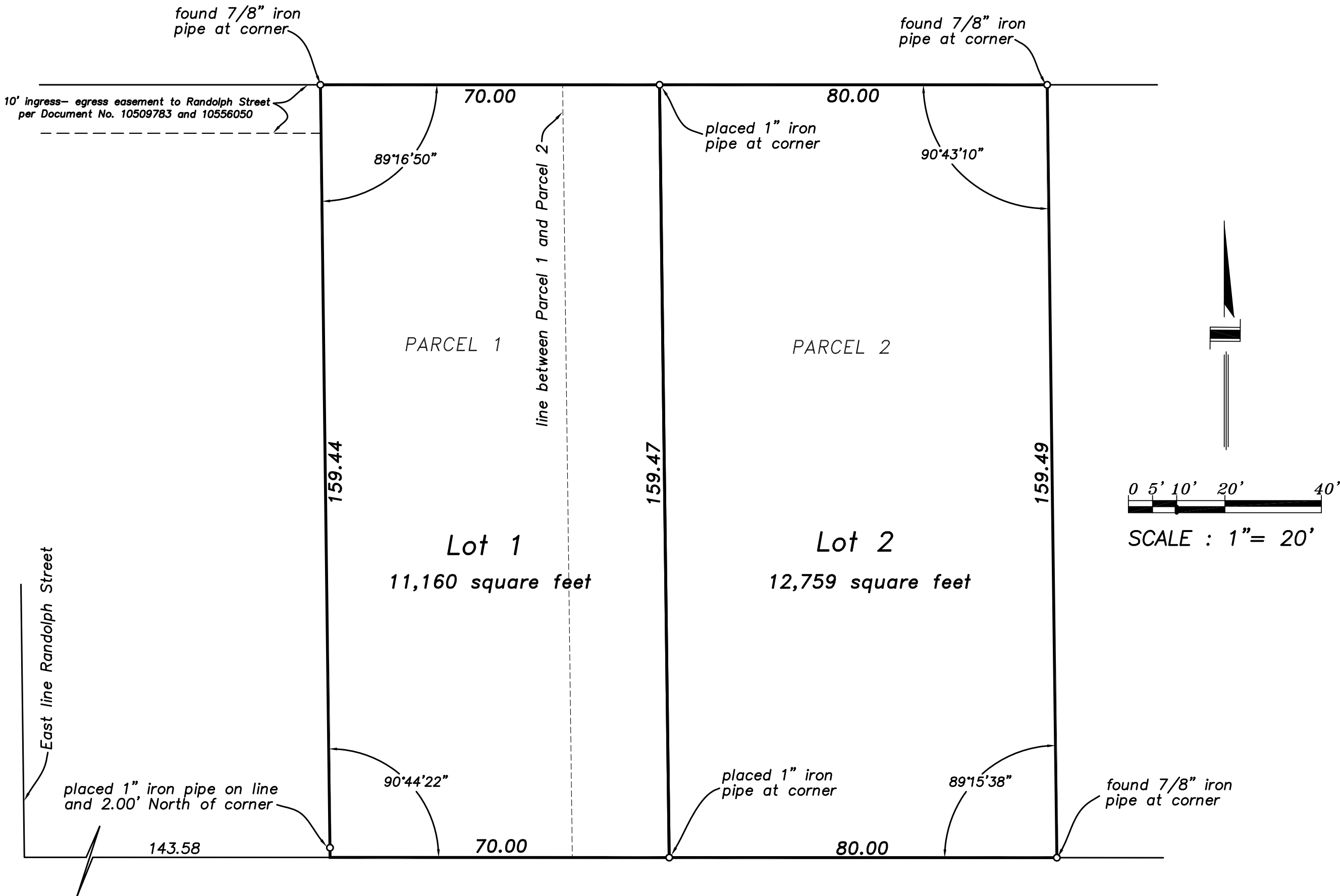
EXHIBIT C

FINAL PLAT

(SEE ATTACHED EXHIBIT C)

SCOTT AVENUE SUBDIVISION

PART OF THE NORTHWEST ¼ OF SECTION 17 AND PART OF THE NORTHEAST ¼ OF SECTION 18, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.



Scott Avenue
(66' R.O.W.)

MORTGAGEE CERTIFICATE (1311 Scott Avenue)

STATE OF ILLINOIS }
COUNTY OF COOK } SS.

Chase Bank, as Mortgagee of the property (Mortgage Loan No. 1399040350) commonly known as 1311 Scott Avenue, Winnetka, Illinois, does hereby consent to the Scott Avenue Subdivision of the property described hereon.

Dated this _____ day of _____, AD. 2022

Bank Officer

NOTARY CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF COOK } SS.

I, _____, a Notary Public in and for said County, in the state aforesaid do hereby certify that _____ personally known to me to be the same persons whose name is subscribed to the foregoing instrument as such Mortgagee, appeared before me this day in person and acknowledged that he/she signed and delivered the annexed plat as his/her own free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this _____ day of _____ AD. 2022

Notary Public

OWNERS CERTIFICATE (1311 Scott Avenue)

STATE OF ILLINOIS }
COUNTY OF COOK } SS.

This is to certify that the undersigned are the legal owners of the land described on the annexed plat, and that they have caused the same to be platted as indicated thereon, for the uses and purposes therein set forth, and do hereby acknowledge and adopt the same under the style and title thereon indicated.

Dated this _____ day of _____, AD. 2022

Kristen Goodfellow

James Goodfellow

NOTARY CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF COOK } SS.

I, _____, a Notary Public in and for said County, in the state aforesaid do hereby certify that James Goodfellow and Kristen Goodfellow personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such owners, appeared before me this day in person and acknowledged that they signed and delivered the annexed plat as their own free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this _____ day of _____ AD. 2022

Notary Public

SURVEYOR CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF COOK } SS.

I, David Bycroft, an Illinois Professional Land Surveyor, do hereby certify that I have surveyed the following described property for the purpose of re-subdividing it into two lots as shown hereon:

PARCEL 1:

LOT 8 (EXCEPT THE WEST 50 FEET THEREOF) IN BLOCK 8 IN LLOYD'S SUBDIVISION OF BLOCKS 1 TO 5 OF TAYLOR'S SECOND ADDITION TO TAYLORSPOINT, BEING A PART OF THE NORTHWEST ¼ OF SECTION 17 AND PART OF THE NORTHEAST ¼ OF SECTION 18, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 1311 SCOTT AVENUE, WINNETKA, ILLINOIS

P.I.N 05-18-215-016-0000 AND 05-18-215-026-0000

PARCEL 2:

LOT 9 IN BLOCK 8 IN LLOYD'S SUBDIVISION OF BLOCKS 1 TO 5 OF TAYLOR'S SECOND ADDITION TO TAYLORSPOINT, BEING A PART OF THE NORTHWEST ¼ OF SECTION 17 AND PART OF THE NORTHEAST ¼ OF SECTION 18, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 1303 SCOTT AVENUE, WINNETKA, ILLINOIS

P.I.N 05-18-215-017-0000 AND 05-18-215-027-0000

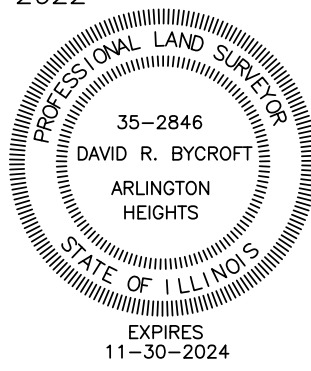
Further, I hereby certify that the subject property is situated in Zone X, which is an area determined to be outside the 0.2% annual chance floodplain per Map No. 17031C0232J, revised August 19, 2008.

Further, I hereby certify that the subject property is within the Village of Winnetka, which has adopted a Village Plan.

Further, I hereby authorize the Village of Winnetka to record this plat.

dated at Arlington Heights, Illinois, this _____ day of _____, 2022

by _____
as Illinois Professional Land Surveyor No. 2846



VILLAGE COLLECTOR CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF COOK } SS.

I, _____, Village Collector of the Village of Winnetka, Illinois, do hereby certify that there are no delinquent or unpaid current or forfeited special assessments, or any deferred installments thereon that have been apportioned against the tract of land included in this plat of Subdivision.

dated this _____ day of _____ 2022.

By: _____
Village Collector

OWNERS CERTIFICATE (1303 Scott Avenue)

STATE OF ILLINOIS }
COUNTY OF COOK } SS.

This is to certify that the undersigned is the legal owner of the land described on the annexed plat, and that he has caused the same to be platted as indicated thereon, for the uses and purposes therein set forth, and does hereby acknowledge and adopt the same under the style and title thereon indicated.

Dated this _____ day of _____, AD. 2022

DSM Properties, Inc.
Darin Marcus, Owner

NOTARY CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF COOK } SS.

I, _____, a Notary Public in and for said County, in the state aforesaid do hereby certify that Darin Marcus, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such owner, appeared before me this day in person and acknowledged that he signed and delivered the annexed plat as his own free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this _____ day of _____ AD. 2022

Notary Public

VILLAGE BOARD OF TRUSTEES CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF COOK } SS.

Approved by the Village Board of Trustees at a meeting held this _____ day of _____ 2022.

By: _____ Attest: _____
Village President, Winnetka, IL Village Clerk

PLAN COMMISSION CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF COOK } SS.

Approved by the Village of Winnetka Plan Commission at a meeting held this _____ day of _____ 2022.

By: _____ Attest: _____
Village President, Winnetka, IL Village Clerk

VILLAGE ENGINEER CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF COOK } SS.

Approved by the Village Engineer of the Village of Winnetka, Illinois this _____ day of _____ 2022.

By: _____
Village Engineer

WATER AND ELECTRIC DEPARTMENT CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF COOK } SS.

Approved by the Director of the Water and Electric Department of the Village of Winnetka, Illinois this _____ day of _____ 2022.

By: _____
Water and Electric Director

Lot 1: Send tax bill to:
James Goodfellow
1311 Scott Avenue
Winnetka, Illinois 60093

Lot 2: Send tax bill to:
DSM Properties, Inc.
2225 Greenview Road
Northbrook, Illinois 60062

Submitted by and return Plat to:
Village of Winnetka
Department of Community Development
510 Green Bay Road
Winnetka, Illinois 60093

Revised September 28, 2022, per Village comments.
Revised October 11, 2022, per Village comments.

EXHIBIT D

UNCONDITIONAL AGREEMENT AND CONSENT

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

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

WHEREAS, Kristen and James Goodfellow, Jr. (collectively, the "*Goodfellows*") are the record title owners of the property located at 1311 Scott Avenue in Winnetka, Illinois, and legally described in **Exhibit A** attached to and, by this reference, made a part of this Ordinance ("*Current 1311 Lot*"); and

WHEREAS, DSM Properties, Inc. (collectively, with the Goodfellows, the "*Applicants*") is the record title owner of the property located at 1303 Scott Avenue, in Winnetka, Illinois, and legally described in **Exhibit B** attached to and, by this reference, made a part of this Ordinance ("*Current 1303 Lot*") (the Current 1311 Lot and Current 1303 Lot are, collectively, the "*Subject Properties*"); and

WHEREAS, the Applicants desire to relocate the property line between the Current 1311 Lot and Current 1303 Lot approximately 20 feet to the east ("*Proposed Subdivision*"), to create a new lot located at 1311 Scott Avenue comprised of approximately 11,160 square feet ("*Lot 1*") and a new lot located at 1303 Scott Avenue comprised of approximately 12,759 square feet; and

WHEREAS, the Applicants filed an application with the Village for: (i) approval of a final plat of subdivision for the Proposed Subdivision ("*Final Plat*"); and (ii) a zoning variation from Section 17.30.060 of the Zoning Ordinance to allow a side yard setback of 5.75 feet from the west property line for Lot 1 ("*Variation*") (collectively, the Final Plat and Variation are the "*Requested Relief*"); and

WHEREAS, Ordinance M-03-2023, adopted by the Village Council on January 17, 2023 ("*Ordinance*"), approved the Requested Relief; and

WHEREAS, Section 11 of the Ordinance provides, among other things, that the Ordinance will be of no force or effect unless and until the Applicants have filed, within 60 days following the passage of the Ordinance, their unconditional agreement and consent to accept and abide by each and all of the terms, conditions, and limitations set forth in the Ordinance;

NOW, THEREFORE, the Applicants hereby agree and covenant as follows:

1. The Applicants hereby unconditionally agree to accept, consent to, and abide by each and all of the terms, conditions, limitations, restrictions, and provisions of the Ordinance.
2. The Applicants acknowledge that public notices and hearings have been properly given and held with respect to the adoption of the Ordinance, have considered the possibility of the

{00129835.3}

revocation provided for in the Ordinance, and agree not to challenge any such revocation on the grounds of any procedural infirmity or a denial of any procedural right.

3. The Applicants acknowledge and agree that the Village is not and will not be, in any way, liable for any damages or injuries that may be sustained as a result of the Village's approval of the Final Plat, the Variation, or its adoption of the Ordinance, and that the Village's approvals do not, and will not, in any way, be deemed to insure the Applicants against damage or injury of any kind and at any time.

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

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

6. The Applicants agree to be jointly and severally liable for all obligations and liabilities under this Unconditional Agreement and Consent.

Dated: _____, 2023

KRISTEN GOODFELLOW

JAMES GOODFELLOW, JR.

DSM PROPERTIES, INC.

By: _____

Its: _____

{00129835.3}



MEMORANDUM VILLAGE OF WINNETKA

COMMUNITY DEVELOPMENT DEPARTMENT

TO: PLAN COMMISSION
FROM: ANN KLAASSEN, SENIOR PLANNER
DATE: OCTOBER 21, 2022
SUBJECT: 1303 AND 1311 SCOTT AVENUE - FINAL PLAT APPROVAL - SCOTT AVENUE SUBDIVISION (CASE NO. 22-24-SD)

INTRODUCTION

On October 26, 2022, the Plan Commission is scheduled to hold a public hearing on an application submitted by DSM Properties, Inc., as the owner of the property located at 1303 Scott Avenue, and Kristen and James Goodfellow, Jr., as the owners of the property located at 1311 Scott Avenue, (collectively the "Subject Property"). DSM Properties, Inc. and the Goodfellows (collectively as the "Applicant") have filed an application seeking the following approvals as part of a Final Subdivision Plat approval to relocate the lot line dividing the two properties:

1. A variation to permit the existing residence at 1311 Scott Avenue (Proposed Lot 1) to observe less than the minimum required side yard setback from the west property line, which is due to an increase in the minimum required side yard setback as a result of the proposed increase in total lot area and increase in average lot width;
2. A finding of "No Material Increased Adverse Impact" for the existing residence at 1311 Scott Avenue (Proposed Lot 1), which does not provide the required building line articulation on the west side building walls; and
3. Any other subdivision relief necessary for the Final Plan approval.

This application is also subject to review by the Zoning Board of Appeals (ZBA) regarding the side yard setback variation described above. The ZBA is scheduled to consider the application on November 14, 2022. The Plan Commission is charged with making a recommendation to the Village Council regarding the subdivision, including the requested relief described above for the existing improvements. DSM Properties, Inc. has also submitted a demolition application for the existing residence at 1303 Scott Avenue. The Landmark Preservation Commission (LPC) is scheduled to consider the demolition application on November 7, 2022.

A mailed notice was sent to property owners within 250 feet in compliance with the Subdivision Code. The hearing was properly noticed in the *Winnetka Talk* on October 6, 2022. As of the date of this memo, staff has not received any written comments from the public regarding this application.

PROPERTY DESCRIPTION

The Subject Property is located at the north side of Scott Avenue, between Lake and Randolph Streets, is zoned R-5 Single Family Residential and currently consists of two buildable lots. The area of each existing lot is as follows:

1. 1303 Scott Avenue: 15,948 square feet (lot width of 100 feet)
2. 1311 Scott Avenue: 7,971 square feet (lot width of 50 feet)

Each of the existing lots contains an existing two-story residence with detached garages. The existing parcels and improvements are depicted below in Figure 1.

The Comprehensive Plan designates the Subject Property as appropriate for single family residential development. The current R-5 zoning is consistent with the Comprehensive Plan.

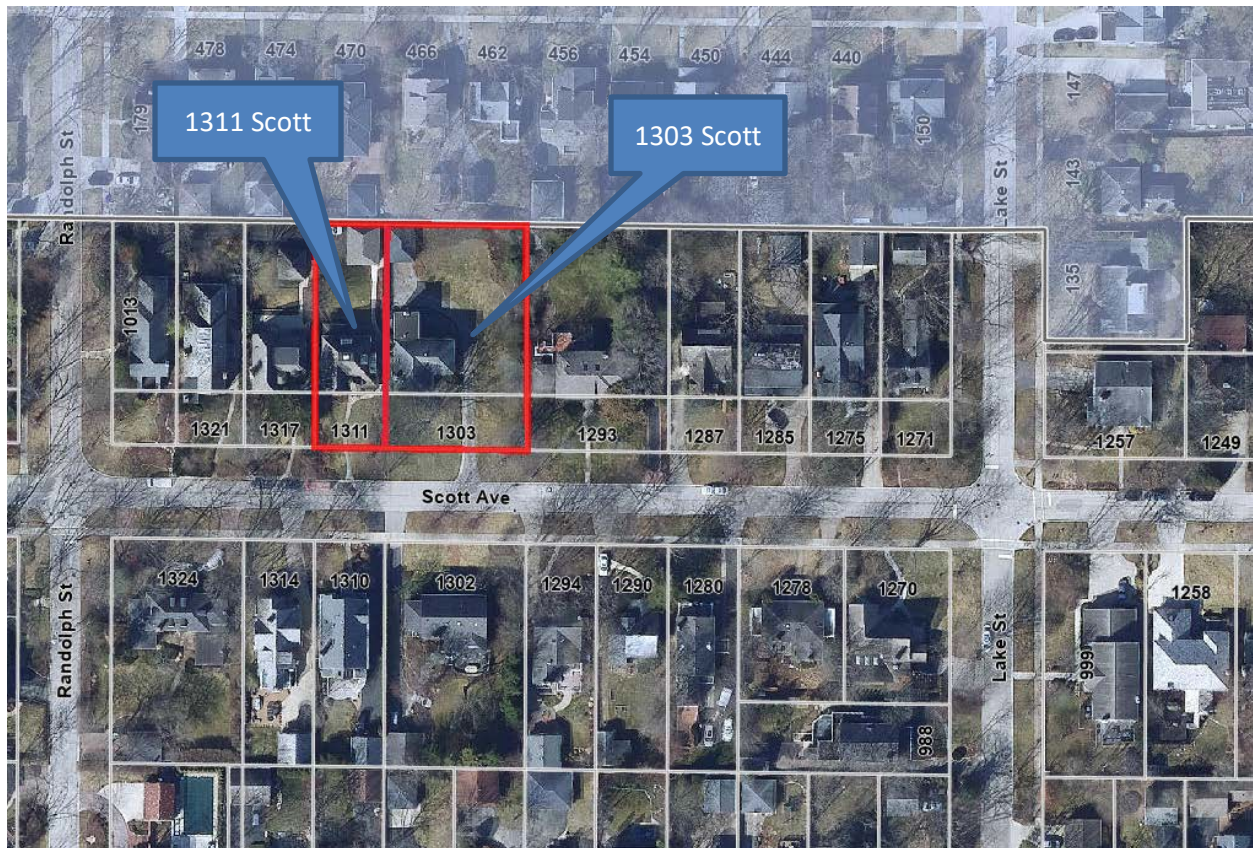


Figure 1 – Existing two lots

GENERAL DESCRIPTION OF PROPOSED PLAT OF CONSOLIDATION / RESUBDIVISION

The Goodfellows reside at 1311 Scott Avenue, which they acquired in 2015. DSM Properties, Inc. acquired 1303 Scott Avenue in August 2021. If approved, DSM Properties, Inc. will demolish the existing residence and detached garage at 1303 Scott Avenue and, along with the Goodfellows, resubdivide the two parcels by relocating the lot line dividing the two parcels 20 feet to the east. The existing improvements at 1311 Scott Avenue would remain. The new lots of record would measure 11,160 square feet (1311 Scott Avenue – proposed Lot 1) and 12,759 square feet (1303 Scott Avenue – proposed Lot 2). As of the date of this memo, plans for proposed improvements on proposed Lot 2 have not been submitted.

The proposed subdivision is represented in Figure 2 on the following page. An excerpt of the proposed *Scott Avenue Subdivision* plat is also provided in Figure 3 on the following page.



Figure 2 – Proposed subdivision (neighborhood map view)

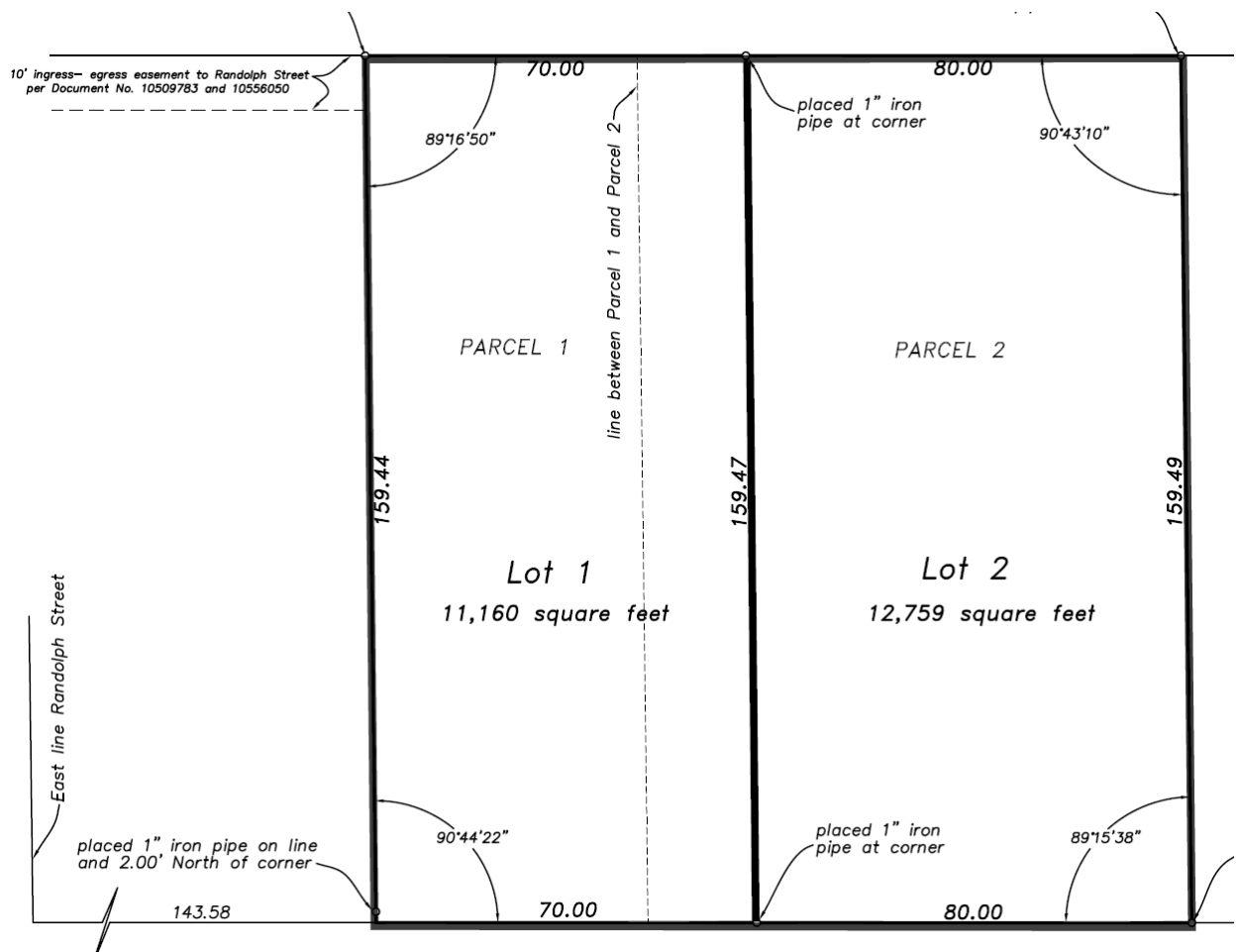


Figure 3 – Excerpt of Proposed Scott Avenue Subdivision Plat

DESCRIPTION OF ZONING STANDARDS

The Subject Property is located in the R-5 Single Family Residential zoning district, which is one of five different single family residential zoning classifications in the Village. The R-5 zoning district provides for the densest form of single-family development compared to most other residential zoning districts, with the R-5 zoning district's purpose statement describing the district as demonstrating a "an intense suburban" character.

Residential Zoning Hierarchy

A comparison of the Village's five different residential zoning classifications (Table 1 below) shows the hierarchy of zoning standards throughout the Village's residential neighborhoods, ranging from larger "estate" character lots in portions of the Village, to smaller, more intensive developed areas.

Surrounding Zoning

The Subject Property is bordered to the east, west, and south by lots that are similarly zoned for smaller lot sizes called for in the R-5 zoning district (minimum lot area of 8,400 square feet), as depicted below in Figure 4. The lots to the north of the Subject Property are located in the Village of Glencoe.

Table 1 Residential Zoning Hierarchy	R-1 ("estate" character)	R-2 ("small estate" character)	R-3 ("moderately intense" suburban character)	R-4 ("relatively intense" suburban character)	R-5 ("relatively intense" suburban character)
Minimum Lot Area	48,000 s.f.	24,000 s.f.	16,000 s.f.	12,600 s.f.	8,400 s.f.
Minimum Lot Width	150 ft.	100 ft.	75 ft.	60 ft.	60 ft.
Minimum Front Setback	50 ft.	50 ft.	40 ft.	30 ft.	30 ft.
Minimum Rear Setback	50 ft.	25 ft.	25 ft.	25 ft.	25 ft.

Table 1 – Residential Zoning Hierarchy

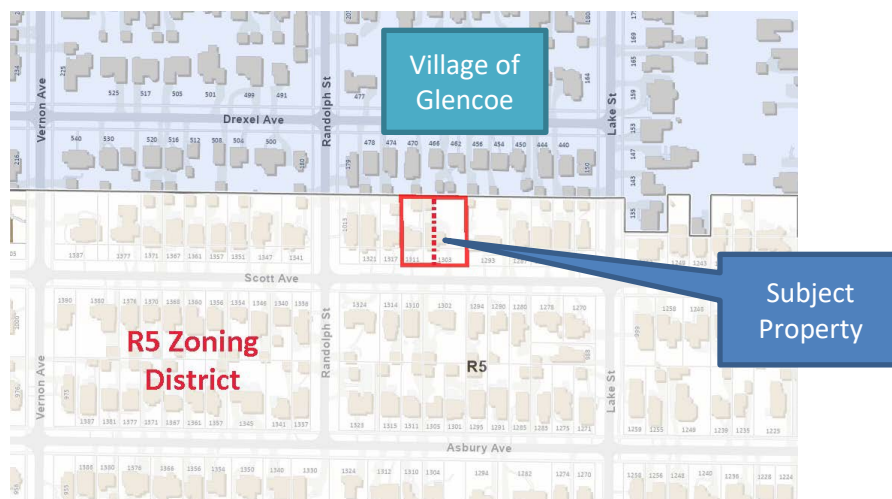


Figure 4 – Area Zoning Map

COMPLIANCE WITH ZONING STANDARDS – LOT SIZE AND DIMENSIONS

All subdivisions are evaluated by staff at the time of application to assure compliance with basic minimum quantitative measures including, but not limited to (a) minimum lot area, (b) minimum lot width, and (c) minimum lot depth.

The proposed *Scott Avenue Subdivision* **fully complies** with minimum lot area, lot width and lot depth requirements as summarized in Table 2 below. It should be noted that the existing 1311 Scott Avenue parcel is nonconforming in two respects: (1) minimum required lot area, with an existing lot area of 7,971 square feet; and (2) minimum required average lot width, with an existing average lot width of 50 feet. **The proposed subdivision would eliminate one nonconforming lot and create two conforming lots.**

<i>Table 2</i> <i>R-5 Zoning Standards</i>	<i>Proposed Lot 1</i> <i>1311 Scott Avenue</i>	<i>Proposed Lot 2</i> <i>1303 Scott Avenue</i>
Minimum Lot Area (Interior lot) 8,400 square feet	11,160 sq. ft. COMPLIES	12,759 sq. ft. COMPLIES
Minimum Lot Width (average) 60 feet	70 feet COMPLIES	80 feet COMPLIES
Minimum Lot Width (at front street line) 20 feet	70 feet COMPLIES	80 feet COMPLIES
Minimum Lot Depth 120 ft.	159 feet COMPLIES	159 feet COMPLIES
Minimum Rectangular Area within Lot Boundaries	COMPLIES	COMPLIES

Table 2 – R-5 Zoning Standards

COMPLIANCE WITH ZONING STANDARDS – REQUIRED SETBACKS AND BUILDING SIZE

The allowable size of buildings on a residential lot and the required amount of open space around the buildings is dictated by the Village Zoning Ordinance. As a general rule, the allowable size of buildings and the setback requirements for those buildings change with any modifications to lot dimensions. As a result, staff conducts analyses of proposed lots and the improvements on those lots to determine (a) whether any new zoning nonconformities would be created by the resubdivision and (b) whether there are any existing zoning nonconformities which will remain. In the event of a zoning nonconformity arising out of a proposed subdivision, relief must be granted by both the Plan Commission and Zoning Board of Appeals.

Staff evaluation of the proposed *Scott Avenue Subdivision* is summarized in Tables 3 and 4 on pages 7 and 8 of this report, indicating the extent to which the proposed resubdivided lots comply with (or fall short of) zoning standards. The item highlighted (in yellow) in Table 3 indicates the **creation of a zoning nonconformity**.

Description of side yard setback requirements – Side yard setback requirements are calculated based on a lot's width:

- Lots with an average lot width that is 100 feet or more: The minimum required side yard setback

is 12 feet and the total of the two side yards must be at least 30% of the average lot width.

- Lots with an average lot width that is more than 60 feet, but less than 100 feet: The minimum required side yard setback is 10% of the average lot width and the total of the two side yards must be at least 25% of the average lot width.
- Lots with an average lot width of 60 feet or less: The minimum required side yard setback is 6 feet on one side and 8 feet on the other side.

Newly created zoning nonconformity (zoning variation required) – The proposed subdivision has the effect of increasing the average lot width of 1311 Scott Avenue (Lot 1) to 70 feet, resulting in an increase in the required minimum side yard setback to 7 feet. **As a result, the proposed larger lot renders the existing 1311 Scott Avenue residence (which is setback 5.75 feet from the west property line), nonconforming with the new minimum side yard requirement of 7 feet. The existing improvements providing a minimum side yard of 5.75 feet, are deficient with the new requirement by 1.25 feet or 17.86%.** The Subdivision standard for variations states “Whenever the land to be subdivided is of such unusual size or shape or is surrounded by such development or unusual conditions that the strict application of this section [of the Subdivision Code] would result in real difficulties and substantial hardships or injustices, the Plan Commission may vary or modify such requirements so that the owner is allowed to develop the land in a reasonable manner; provided that, public health, safety, welfare and convenience are protected.”

Additionally, Table 3 on the next page highlights (green) two existing zoning nonconformities **that would be eliminated** with the proposed subdivision. The existing residence at 1303 Scott Avenue currently provides a west side yard setback of 7.08 feet. Also, the existing residence at 1311 Scott Avenue provides an east side yard setback of 5.98 feet. **The proposed Scott Avenue Subdivision would eliminate both of these existing nonconformities.**

Table 3 – Zoning Setback Requirements		<i>Proposed Lot 1 1311 Scott</i>	<i>Proposed Lot 2 1303 Scott</i>	<i>Existing Lot 1311 Scott</i>	<i>Existing Lot 1303 Scott</i>
SETBACK REQUIREMENTS	Minimum Required Front Yard Setback	30 feet	40.78 feet (average of the block)	30 feet	30 feet
	Front yard provided by existing structures	38.77 feet	N/A	38.77 feet	39.42 feet
	Minimum Required Side Yard	7 feet	8 feet	6 feet	12 feet
	Minimum side yard provided by existing structures	5.75 feet (west) VARIATION OF 1.25 FEET (17.86%)	N/A	5.98 feet (east) EXISTING NONCONFORMITY	7.08 feet EXISTING NONCONFORMITY
	Minimum Total Required Side Yards	17.5 feet	20 feet	8 feet (remaining side yard)	30 feet
	Total side yards provided by existing structures	32.1 feet	N/A	12.1 feet	59.84 feet
	Minimum Required Rear Yard	23.92 feet	23.92 feet	23.92 feet	23.92 feet
	Rear yard provided by existing structures	71.72 feet	N/A	71.72 feet	62.72 feet
	Minimum Rear & Side Setback for accessory structure in rear quarter	2 feet	2 feet	2 feet	2 feet
	Setbacks provided by existing garage	2.89 feet (rear) 5.17 feet (side)	N/A	2.89 feet (rear) 5.17 feet (side)	3.28 feet (rear) 2.72 feet (side)

Table 3 – Zoning Setback Requirements

Table 4 – Zoning Building Size Requirements		Proposed Lot 1 1311 Scott	Proposed Lot 2 1303 Scott	<i>Existing Lot 1311 Scott</i>	<i>Existing Lot 1303 Scott</i>
ALLOWABLE BUILDING SIZE	Maximum Allowed Gross Floor Area (GFA)	4,047 sq. ft.	4,160.04 sq. ft.	3,188.4 sq. ft.	5,004.6 sq. ft.
	GFA provided by existing structures	2,924.8 sq. ft.	N/A	2,924.8 sq. ft.	2,929.42 sq. ft.
	Maximum Allowed Roofed Lot Coverage (RLC)	3,013.2 sq. ft.	3,189.75 sq. ft.	2,152.17 sq. ft.	4,305.96 sq. ft.
	RLC provided by existing structures	1,890.68 sq. ft.	N/A	1,890.68 sq. ft.	1,644.08 sq. ft.
	Maximum Allowed Impermeable Lot Coverage (ILC) (50% of lot area)	5,580 sq. ft.	6,379.5 sq. ft.	3,985.5 sq. ft.	7,974 sq. ft.
	ILC provided by existing structures	3,397.94 sq. ft.	N/A	3,397.94 sq. ft.	4,585 sq. ft.

Table 4 – Zoning Building Size Requirements

COMPLIANCE WITH SUBDIVISION CODE STANDARDS

All changes to the configuration of parcels of land are classified as Land Subdivisions under the Village Code and are subject to review by the Plan Commission and approval by the Village Council. As part of that review process, resubdivisions are subject to review for compliance with both the Village Subdivision Code as well as the Zoning Ordinance. According to Section 16.12.010 Minimum land subdivision standards of the Subdivision Code, subdivisions shall conform with the Comprehensive Plan and with the minimum standards outlined in Section 16.12.010, such as the street system, street and alley widths, lot size, etc. The proposed subdivision complies with the vast majority of the minimum subdivision standards, however, as described below, there are existing improvements that will remain that require relief from the subdivision standards.

Pre-existing zoning nonconformity (finding of No Material Increased Adverse Impact required) – One existing nonconformity **will remain** on the 1311 Scott Avenue parcel (Lot 1). The west side building walls of the existing residence do not provide the required building line articulation. Constructed in 1929, the residence predates the current Zoning Ordinance, which now requires the side building walls that face the smaller side yard, on a residence constructed prior to April 1999, be articulated by at least 18 inches when the residence is more than 40 feet long. Pursuant to Section 16.12.010(D) of the Subdivision Code, in the

instance of such nonconformities, the Plan Commission must consider the existence of such nonconformities, and *“shall determine whether such nonconformity, in the context of the proposed subdivision, would result in a material increased adverse impact upon the public health, safety or welfare.”*

In terms of conformance with the Comprehensive Plan, the proposed subdivision conforms with the Comprehensive Plan as the Land Use Map designates the Subject Property as appropriate for single family residential development, which is the proposed use of the resubdivided lots.

STORMWATER

The proposed subdivision consists of relocating the lot line dividing two properties. As previously mentioned, the Applicant intends to demolish the existing residence at 1303 Scott Avenue (Lot 2) and construct a new single-family residence. This future improvement, along with any other impermeable lot coverage, will be evaluated by the Village Engineering staff for compliance with the Village stormwater regulations upon submittal of the permits necessary for such improvements.

CURRENT CONSIDERATION BY PLAN COMMISSION

The Village Code does not require an applicant to obtain preliminary plat approval as a precondition of final plat approval. In this case, the Applicant has chosen to directly proceed with the final plat review.

In addition to evaluating prescriptive standards of the zoning and subdivision code, consideration of Final Subdivision Plat approval also needs to consider the details of the final plat such as utility easements, final plat formatting and related matters. The Village Water and Electric and Engineering Departments have reviewed the proposed subdivision and are not requiring any utility easements.

PLAT FORMATTING – SIGNATURE BLOCKS

All the necessary signature blocks are provided on the plat of subdivision.

RECOMMENDATION

Following conclusion of public comment and Commission discussion, the Commission may choose to consider the following motion:

The Plan Commission **finds [does not find]**

1. That the proposed Scott Avenue Subdivision Final Plat relocating the lot line dividing 1303 Scott Avenue and 1311 Scott Avenue, which requires a zoning variation for 1311 Scott Avenue (Lot 1) to allow a minimum west side yard of 5.75 feet, whereas a minimum of 7 feet is required, **meets [does not meet]** the Subdivision Code standards for approving such final plat;
2. The proposed subdivision **is [is not]** consistent with the Comprehensive Plan’s Land Use Map designation of the Subject Property as appropriate for “single family residential” development; and
3. A *“Finding of No Material Increased Adverse Impact upon the public health, safety, or welfare”* with respect to the existing zoning nonconformity for the existing residence on the 1311 Scott Avenue parcel (Lot 1) which consists of west side building walls that do not provide the required building line articulation of 18 inches.

Based upon these findings, the Plan Commission **recommends** [**does not recommend**] that the proposed Scott Avenue Subdivision be approved subject to final review and approval of the plat by the Village Attorney prior to recordation of the plat.

ATTACHMENTS

Attachment A: Application Materials

Attachment B: Proposed Plat of Subdivision (Scott Avenue Subdivision)

ATTACHMENT A

Village of Winnetka
SUBDIVISION/CONSOLIDATION APPLICATIONVILLAGE OF WINNETKA, ILLINOIS
DEPARTMENT OF COMMUNITY DEVELOPMENT

SUBDIVISION/CONSOLIDATION APPLICATION

Case No. 22-24-SD

Property Information

Site Address: 1303 Scott Avenue & 1311 Scott Avenue, Winnetka

Parcel Identification Number(s) (PIN): 1303: 05-18-215-027-0000; 05-18-017-0000 1311: 05-18-215-026-0000; 05-18-215-016-0000

Property Owner Information

Name: 1303: DSM Properties, Inc.

1311: Kristen & James Goodfellow Jr.

Primary Contact: Kristen Goodfellow

Address: 1311 Scott Avenue

City, State, Zip: Winnetka, IL 60093

Phone No. [REDACTED]

Email: [REDACTED]

Date owner acquired property: _____

Architect Information

Name: _____

Primary Contact: _____

Address: _____

City, State, ZIP: _____

Phone No. _____

Email: _____

Surveyor Information

Company Name: Norman J.

Toberman & Associates

Primary Contact: _____

Address: 115 S. Wilke Rd #301

City, State, Zip: Arlington Heights, IL 60005

Phone No. (847) 439-8225

Email: mail@toberman.us

Attorney Information

Name: _____

Primary Contact: _____

Address: _____

City, State, Zip: _____

Phone No. _____

Email: _____

Property Owner Signature

DocuSigned by:

39F406CCF6B7430...

DocuSigned by:

7053DA1EBB5745F...

DocuSigned by:

15655A2F425A4CE...

Date: 8/25/2022

Subdivision/Consolidation Application for 1303 and 1311 Scott Avenue, Winnetka

Narrative Description

Background and Proposed Plan

Kristen and James Goodfellow (the "Goodfellows") purchased 1311 Scott Avenue, Winnetka in August 2015. The lot is currently 50 feet wide by 159 feet deep and is improved with a single-family home with detached garage. The home was built in 1928, the garage was rebuilt in 2019.

1303 Scott Avenue is a lot directly east of 1311 Scott Avenue that is currently 100 feet wide by 159 feet deep. In August 2021, 1303 Scott was purchased by DSM Properties, Inc. ("DSM"). DSM is a developer who intends to demolish the existing single-family home and detached garage on 1303 Scott and construct a new single-family home.

DSM has agreed to sell the western 20 feet by the survey depth of 1303 Scott to the Goodfellows, pending approval by the Village of Winnetka of the subdivision of 1303 and the subsequent consolidation of 1311. The purpose of the purchase is to create a larger yard for 1311. Post consolidation, 1311 Scott would be approximately 70 feet wide by 159 feet deep, and 1303 Scott would be approximately 80 feet wide by 159 feet deep.

Subdivision Design Standards

The proposed subdivision conforms with the subdivision design standards set forth in Section 16.12 of the Village Code. The lots currently conform to the requirements of the Village Code, and the proposed subdivision and consolidation only moves the boundary separating the lots 20 feet east of its current location. The boundary line will remain perpendicular to the street and there will be no adjustments to any driveways or easements. The proposed new lot sizes are in keeping with the surrounding neighborhood. Lots on Scott Avenue generally fall within the range of 50 to 100 feet wide. In particular, on Scott Avenue, out of the 109 homes located between Green Bay Road and Grove Street, there are 13 houses with approximately 100 foot wide lots, 20 homes with 70-80 foot wide lots, and 2 homes with 64 foot wide lots, with the remaining lots being approximately 50 feet wide (please see attached Addendum A). The new lot sizes for 1303 and 1311 Scott will fall in the range of the majority of lots on Scott Avenue that are larger than 50 feet wide but less than 100 feet wide. Additionally, the wider lots are mixed in with the 50 foot lots on each block, rather than being congregated together in blocks or on one end of the street. Therefore, creating 70 foot and 80 foot wide lots where 100 foot and 50 foot lots were located will not stand out from the other lots on the block or the street.

Minor Zoning Variation

1311 Scott will require a minor zoning variation in connection with the consolidation contemplated by this application because the side setbacks will no longer conform to Section 17.30.060 of the Village Code. Following consolidation, 1311's west side yard setback will be approximately 6 feet, which is 1 foot narrower than the minimum side yard setback required by the Code. This one foot variation is a minor variation that may be approved by the Zoning Administrator in accordance with Section 17.60.015 of the Code. There will be no other zoning impacts to 1311 Scott, as the newly acquired land will simply enlarge the yard and will not impact the type or intensity of land use for this parcel.

The zoning requirements for 1303 Scott will not be impacted by this plan. DSM will work with the Village to approve building plans for the new construction in a parallel process.

Conclusions

The proposed subdivision and consolidation of 1303 and 1311 Scott are permissible under the subdivision and zoning sections of the Village Code. The proposed new lot sizes make sense within the context of the surrounding neighborhood and there are a compelling number of similarly sized lots on Scott Avenue. A minor zoning variation of 1 foot of side setback will be needed in connection with the consolidation of 1311 Scott, but this minor variation will not impact the surrounding lots and will not change the character of the neighborhood. Given that the proposed subdivision and consolidation meet the requirements set forth in the Village Code, we ask that the Plan Commission, the Zoning Board of Appeals and the Village Council approve our application.

Addendum A

Lot Widths on Scott Avenue by Address based on Publicly Available Real Estate Records

Lot Width (feet)	Address on Scott Avenue
129	1205
100	1162, 1179, 1183, 1229, 1238, 1293, 1302, 1380, 1387
95	1193, 1204
93	1324
80	1174, 1525
75	1139 1149, 1155, 1163, 1278, 1347, 1377, 1405, 1409, 1412, 1495, 1503, 1000 Vernon
72	1214
70	1180, 1341, 1515, 999 Lake
64	1248, 1258
50	1133, 1138, 1140, 1148, 1152, 1169, 1173, 1192, 1215, 1169, 1173, 1192, 1215, 1216, 1228, 1235, 1239, 1243, 1249, 1271, 1275, 1280, 1285, 1287, 1290, 1294, 1310, 1314, 1317, 1321, 1336, 1340, 1346, 1351, 1354, 1356, 1360, 1361, 1367, 1368, 1370, 1371, 1376, 1390, 1417, 1418, 1422, 1423, 1427, 1428, 1432, 1433, 1436, 1442, 1446, 1449, 1452, 1453, 1456, 1468, 1469, 1472, 1475, 1476, 1477, 1484, 1485, 1487, 1492, 1496, 1502, 1508, 1509, 1013 Randolph, 1005 Greenwood

Plat of Survey
of

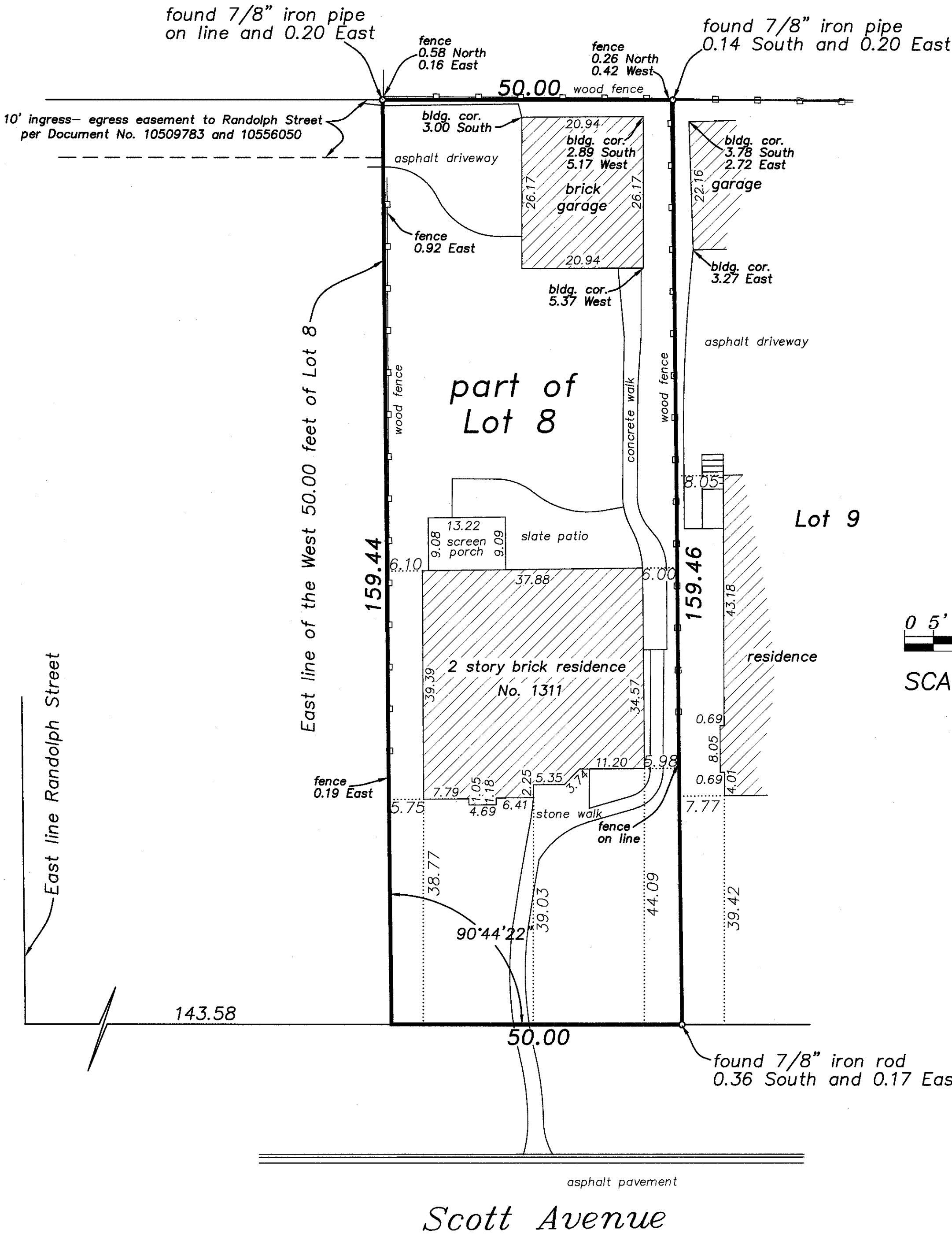
PARCEL 1:

LOT 8 (EXCEPT THE WEST 50 FEET THEREOF) IN BLOCK 8 IN LLOYD'S SUBDIVISION OF BLOCKS 1 TO 5 OF TAYLOR'S SECOND ADDITION TO TAYLORSPORT, BEING A PART OF THE NORTHWEST 1/4 OF SECTION 17 AND PART OF THE NORTHEAST 1/4 OF SECTION 18, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 1311 SCOTT AVENUE, WINNETKA, ILLINOIS.

PARCEL2:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY GRANT RECORDED OCTOBER 18, 1929 AS DOCUMENT 10509783 AND GRANT RECORDED DECEMBER 17, 1929 AS DOCUMENT 10556050 FOR INGRESS AND EGRESS OVER THE NORTH 10 FEET OF LOT 7 AND THE NORTH 10 FEET OF THE WEST 50 FEET OF LOT 8.

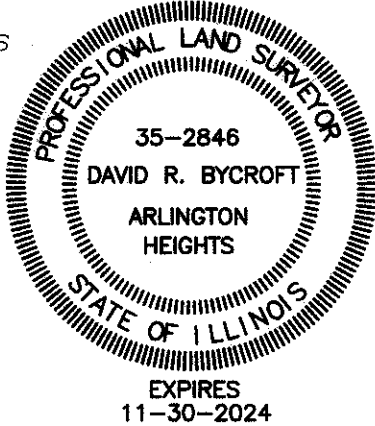


State of Illinois } SS.
County of Cook }

I, David Bycroft, an Illinois Professional Land Surveyor, do hereby certify that I have surveyed the property described in the caption of this plat and that this plat is a correct representation of said survey.

dated at Arlington Heights, Illinois, this 27th day of September, 2022

by David R. Bycroft
as Illinois Professional Land Surveyor No. 2846



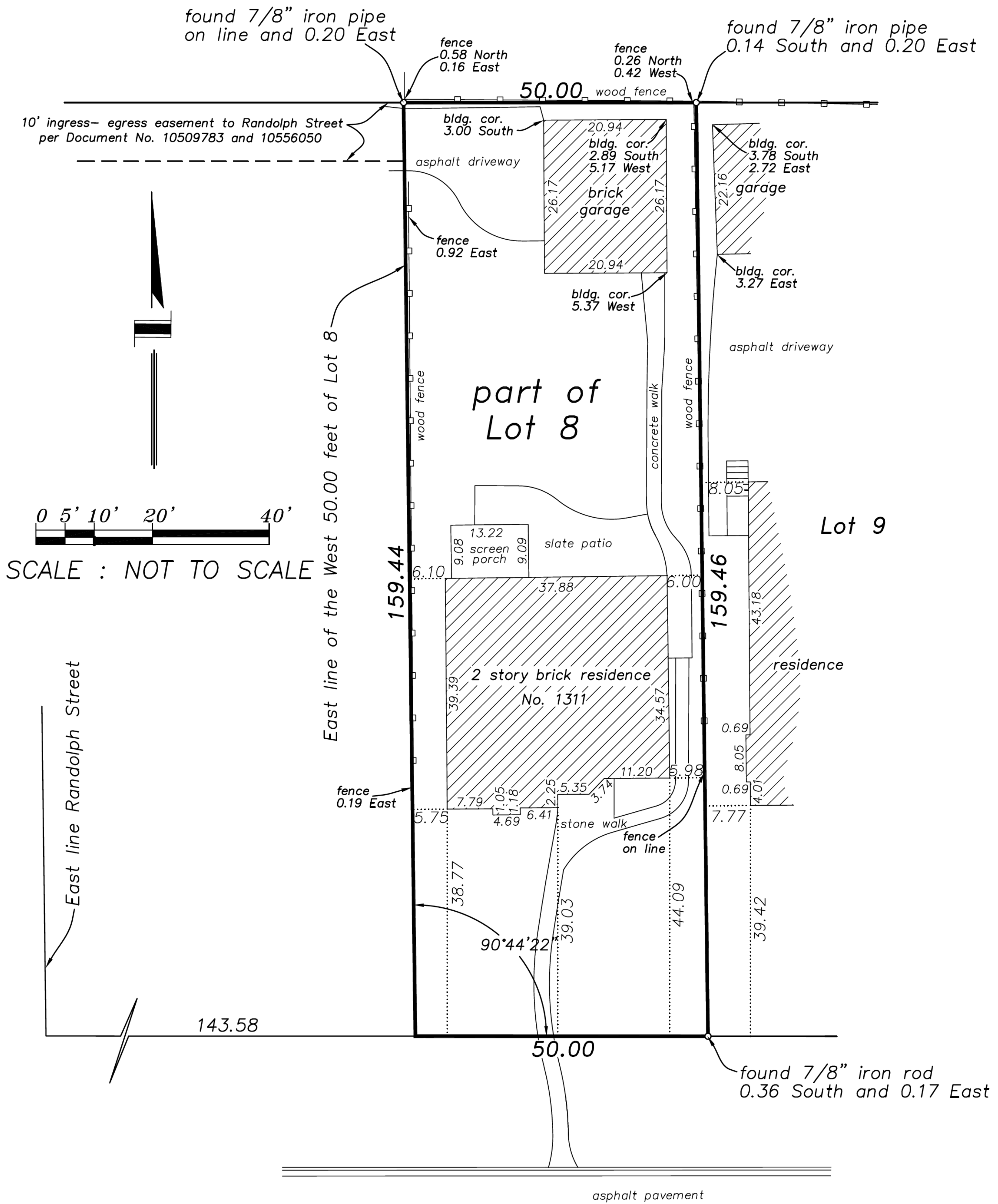
SHEET NO. 1 OF 2
FILE NO. 22-7412

for:
DSM Properties
2225 Greenvue Road
Northbrook, Illinois

from the office of:
Norman J. Toberman and Associates
115 South Wilke Road
Suite 301
Arlington Heights, Illinois
847-439-8225

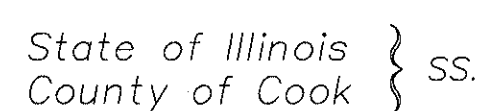
This professional service conforms to the current Illinois minimum standards for a boundary survey.
For easements, building lines and other restrictions not shown hereon, refer to your abstract of title, deed, title policy and local zoning ordinance.
Field work was completed August 16, 2022.
The area of the property surveyed equals 7,971 square feet.

Design Firm #184-005910
Expires April 30, 2023



LOT 9 IN BLOCK 8 IN LLOYD'S SUBDIVISION OF BLOCKS 1 TO 5 OF TAYLOR'S SECOND ADDITION TO TAYLORSPORT, BEING A PART OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 17 AND PART OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 18, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

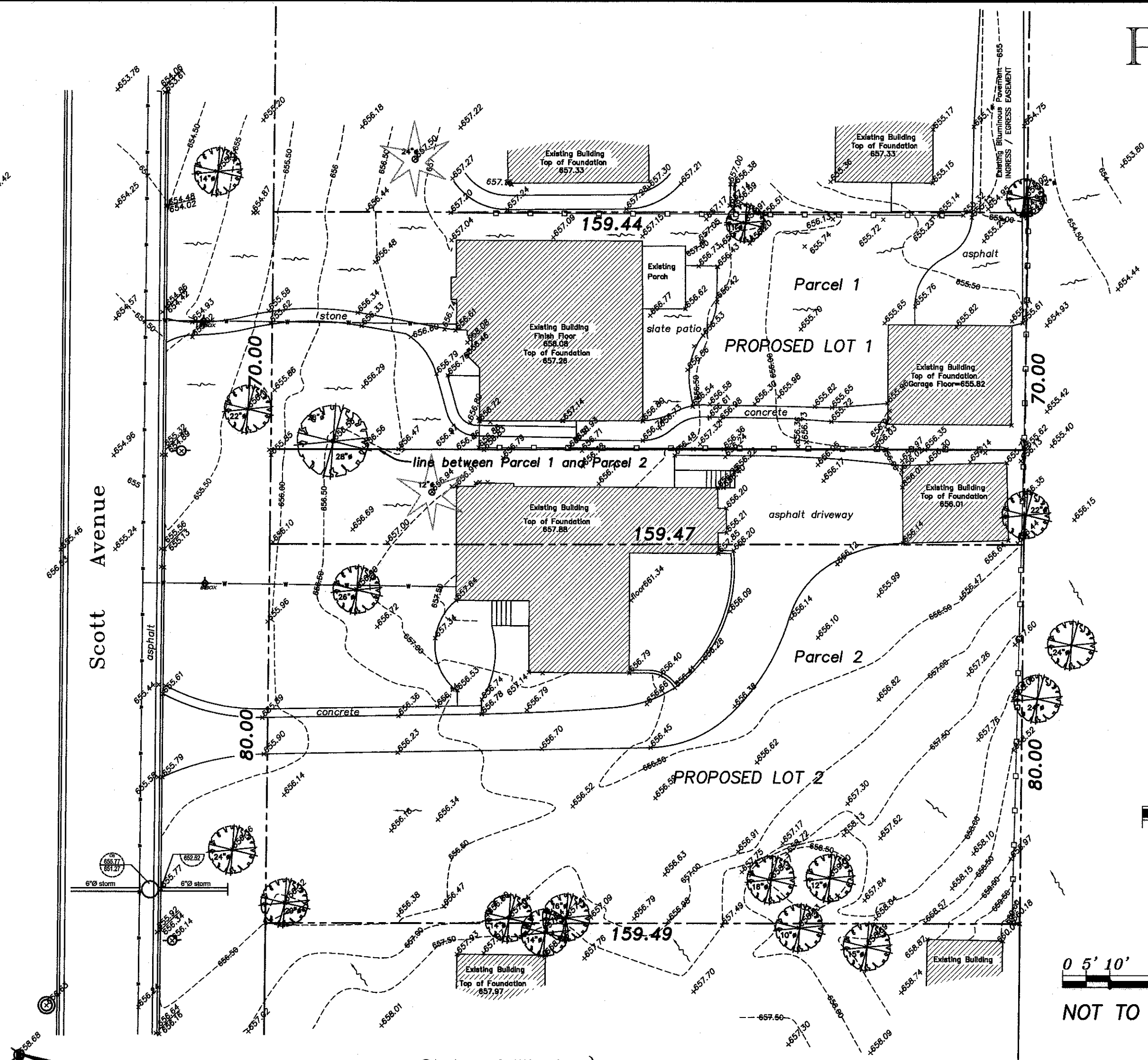
COMMONLY KNOWN AS: 1303 SCOTT AVENUE, WINNETKA, ILLINOIS.



Norman J. Toberman and Associates
115 South Wilke Road
Suite 301
Arlington Heights, Illinois
847-439-8225

Design Firm #184-005910
Expires April 30, 2023

Plat of Topographic Survey of



PARCEL 1:

LOT 8 (EXCEPT THE WEST 50 FEET THEREOF) IN BLOCK 8 IN LLOYD'S SUBDIVISION OF BLOCKS 1 TO 5 OF TAYLOR'S SECOND ADDITION TO TAYLORSPOUT, BEING A PART OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 17 AND PART OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 18, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 1311 SCOTT AVENUE, WINNETKA, ILLINOIS

P.I.N 05-18-215-016-0000 AND 05-18-215-026-0000

PARCEL 2:

LOT 9 IN BLOCK 8 IN LLOYD'S SUBDIVISION OF BLOCKS 1 TO 5 OF TAYLOR'S SECOND ADDITION TO TAYLORSPOUT, BEING A PART OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 17 AND PART OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 18, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 1303 SCOTT AVENUE, WINNETKA, ILLINOIS

P.I.N 05-18-215-017-0000 AND 05-18-215-027-0000

PROJECT BENCH MARK ELEV. 658.68
SE FLANGE BOLT OF FIRE HYDRANT

State of Illinois } ss.
County of Cook }

I, David Bycroft, an Illinois Professional Land Surveyor, do hereby certify that I have surveyed the property described in the caption of this plat and that this plat is a correct representation of said survey.

dated at Arlington Heights, Illinois, this 11th day of October, 2022

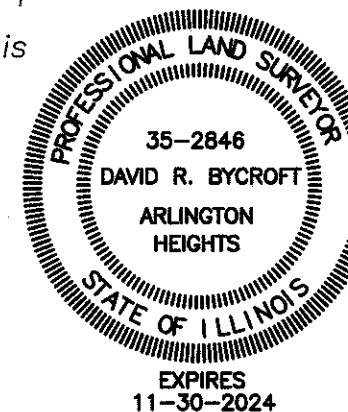
by David R. Bycroft
as Illinois Professional Land Surveyor No. 2846

This professional service conforms to the current Illinois minimum standards for a topographic survey.

For easements, building lines and other restrictions not shown hereon, refer to your abstract of title, deed, title policy and local zoning ordinance.

Field work was completed August 16, 2022.

Design Firm #184-005910
Expires April 30, 2023



SHEET NO. 1 OF 3

FILE NO. 22-7412

for:

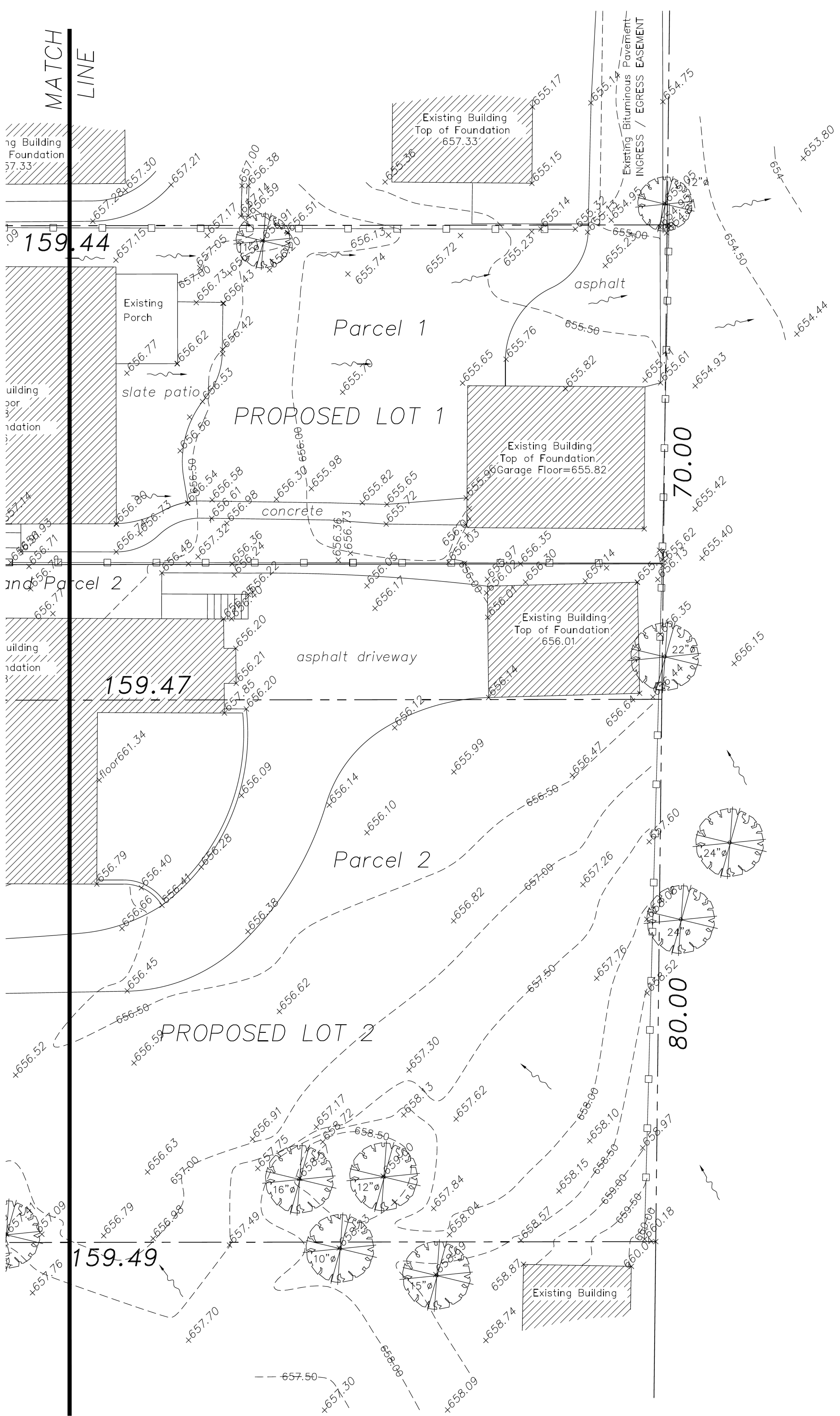
DSM Properties

2225 Greenview Road
Northbrook, Illinois

from the office of:

Norman J. Toberman and Associates
115 South Wilke Road
Suite 301
Arlington Heights, Illinois
847-439-8225

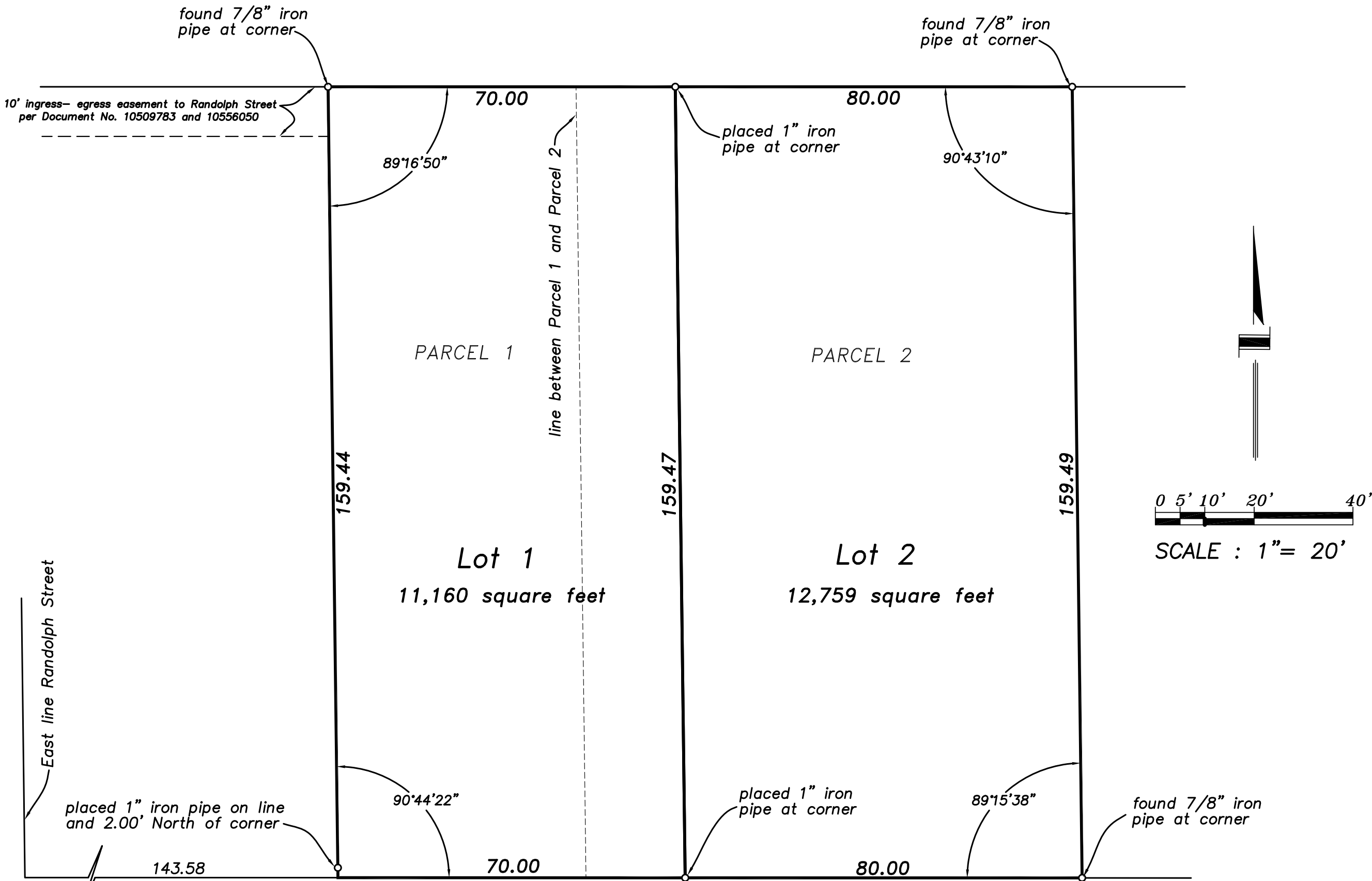




SHEET NO. 3 OF 3

SCOTT AVENUE SUBDIVISION

PART OF THE NORTHWEST 1/4 OF SECTION 17 AND PART OF THE NORTHEAST 1/4 OF SECTION 18, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.



Scott Avenue
(66' R.O.W.)

MORTGAGEE CERTIFICATE (1311 Scott Avenue)

STATE OF ILLINOIS }
COUNTY OF COOK } SS.

Chase Bank, as Mortgagee of the property (Mortgage Loan No. 1399040350) commonly known as 1311 Scott Avenue, Winnetka, Illinois, does hereby consent to the Scott Avenue Subdivision of the property described hereon.

Dated this _____ day of _____, AD. 2022

Bank Officer

NOTARY CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF COOK } SS.

I, _____, a Notary Public in and for said County, in the state aforesaid do hereby certify that _____ personally known to me to be the same persons whose name is subscribed to the foregoing instrument as such Mortgagee, appeared before me this day in person and acknowledged that he/she signed and delivered the annexed plat as his/her own free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this _____ day of _____ AD. 2022

Notary Public

OWNERS CERTIFICATE (1311 Scott Avenue)

STATE OF ILLINOIS }
COUNTY OF COOK } SS.

This is to certify that the undersigned are the legal owners of the land described on the annexed plat, and that they have caused the same to be platted as indicated thereon, for the uses and purposes therein set forth, and do hereby acknowledge and adopt the same under the style and title thereon indicated.

Dated this _____ day of _____, AD. 2022

Kristen Goodfellow

James Goodfellow

NOTARY CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF COOK } SS.

I, _____, a Notary Public in and for said County, in the state aforesaid do hereby certify that James Goodfellow and Kristen Goodfellow personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such owners, appeared before me this day in person and acknowledged that they signed and delivered the annexed plat as their own free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this _____ day of _____ AD. 2022

Notary Public

SURVEYOR CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF COOK } SS.

I, David Bycroft, an Illinois Professional Land Surveyor, do hereby certify that I have surveyed the following described property for the purpose of re-subdividing it into two lots as shown hereon:

PARCEL 1:

LOT 8 (EXCEPT THE WEST 50 FEET THEREOF) IN BLOCK 8 IN LLOYD'S SUBDIVISION OF BLOCKS 1 TO 5 OF TAYLOR'S SECOND ADDITION TO TAYLORSPOINT, BEING A PART OF THE NORTHWEST 1/4 OF SECTION 17 AND PART OF THE NORTHEAST 1/4 OF SECTION 18, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 1311 SCOTT AVENUE, WINNETKA, ILLINOIS

P.I.N 05-18-215-016-0000 AND 05-18-215-026-0000

PARCEL 2:

LOT 9 IN BLOCK 8 IN LLOYD'S SUBDIVISION OF BLOCKS 1 TO 5 OF TAYLOR'S SECOND ADDITION TO TAYLORSPOINT, BEING A PART OF THE NORTHWEST 1/4 OF SECTION 17 AND PART OF THE NORTHEAST 1/4 OF SECTION 18, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 1303 SCOTT AVENUE, WINNETKA, ILLINOIS

P.I.N 05-18-215-017-0000 AND 05-18-215-027-0000

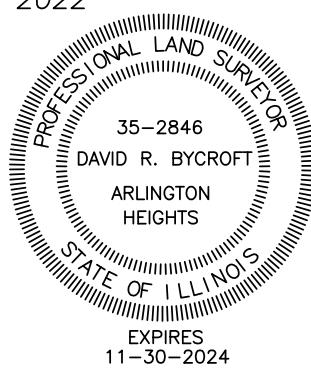
Further, I hereby certify that the subject property is situated in Zone X, which is an area determined to be outside the 0.2% annual chance floodplain per Map No. 17031C0232J, revised August 19, 2008.

Further, I hereby certify that the subject property is within the Village of Winnetka, which has adopted a Village Plan.

Further, I hereby authorize the Village of Winnetka to record this plat.

dated at Arlington Heights, Illinois, this _____ day of _____, 2022

by _____
as Illinois Professional Land Surveyor No. 2846



VILLAGE COLLECTOR CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF COOK } SS.

I, _____, Village Collector of the Village of Winnetka, Illinois, do hereby certify that there are no delinquent or unpaid current or forfeited special assessments, or any deferred installments thereon that have been apportioned against the tract of land included in this plat of Subdivision.

dated this _____ day of _____ 2022.

By: _____
Village Collector

OWNERS CERTIFICATE (1303 Scott Avenue)

STATE OF ILLINOIS }
COUNTY OF COOK } SS.

This is to certify that the undersigned is the legal owner of the land described on the annexed plat, and that he has caused the same to be platted as indicated thereon, for the uses and purposes therein set forth, and does hereby acknowledge and adopt the same under the style and title thereon indicated.

Dated this _____ day of _____, AD. 2022

DSM Properties, Inc.
Darin Marcus, Owner

NOTARY CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF COOK } SS.

I, _____, a Notary Public in and for said County, in the state aforesaid do hereby certify that Darin Marcus, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such owner, appeared before me this day in person and acknowledged that he signed and delivered the annexed plat as his own free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this _____ day of _____ AD. 2022

Notary Public

VILLAGE BOARD OF TRUSTEES CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF COOK } SS.

Approved by the Village Board of Trustees at a meeting held this _____ day of _____ 2022.

By: _____ Attest: _____
Village President, Winnetka, IL Village Clerk

PLAN COMMISSION CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF COOK } SS.

Approved by the Village of Winnetka Plan Commission at a meeting held this _____ day of _____ 2022.

By: _____ Attest: _____
Village President, Winnetka, IL Village Clerk

VILLAGE ENGINEER CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF COOK } SS.

Approved by the Village Engineer of the Village of Winnetka, Illinois this _____ day of _____ 2022.

By: _____
Village Engineer

WATER AND ELECTRIC DEPARTMENT CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF COOK } SS.

Approved by the Director of the Water and Electric Department of the Village of Winnetka, Illinois this _____ day of _____ 2022.

By: _____
Water and Electric Director

Lot 1: Send tax bill to:
James Goodfellow
1311 Scott Avenue
Winnetka, Illinois 60093

Lot 2: Send tax bill to:
DSM Properties, Inc.
2225 Greenview Road
Northbrook, Illinois 60062

Submitted by and return Plat to:
Village of Winnetka
Department of Community Development
510 Green Bay Road
Winnetka, Illinois 60093

Revised September 28, 2022, per Village comments.
Revised October 11, 2022, per Village comments.

**WINNETKA PLAN COMMISSION
EXCERPT OF MEETING MINUTES
OCTOBER 26, 2022**

Members Present:

John Golan, Acting Chairperson
Jonathan Alt
Matthew Bradley
Mamie Case
Layla Danley
Chris Foley

Members Absent:

Liz Kunkle
Bridget Orsic

Non-Voting Members Absent:

Tina Dalman

Village Staff:

David Schoon, Director of Community Development
Benjamin Schuster, Village Attorney
Ann Klaassen, Senior Planner

b. **Case No. 22-24-SD: 1303 and 1311 Scott Avenue - Plat of Subdivision: An application submitted by DSM Properties, Inc. and Kristen and James Goodfellow, Jr. seeking approval of a Final Plat of Subdivision to relocate the lot line dividing the two properties. As part of the Final Plat approval, the application includes the following requests of approval: (i) a variation to permit the existing residence at 1311 Scott Avenue to observe less than the minimum required side yard setback from the west property line, which is due to an increase in the minimum required side yard setback as a result of the proposed increase in total lot area and increase in average lot width; and ii) a finding of "No Material Increased Adverse Impact" for the existing residence at 1311 Scott Avenue, which does not provide the required building line articulation on the west side building walls. The Village Council has final jurisdiction on this request.**

Ms. Klaassen identified the applicant and described the proposed final plat approval being requested. She identified the properties' location, zoning classification, improvements and size. Ms. Klaassen identified the structures that would be demolished, and the lot line relocated 20 feet to the east with the improvements at 1311 Scott to remain. She then referred to the two new lots and their sizes noting the details and formatting of the new plat were reviewed with no easements being requested or required and that the proposed subdivision complied with minimum zoning standards with the one existing nonconforming lot being eliminated and two conforming lots being created. She also stated the proposed subdivision complied with the Comprehensive Plan and identified the increased minimum side yard setback for 1311 Scott. Ms. Klaassen explained while the subdivision complied with the majority of the minimum subdivision standards, the existing improvements which would remain require relief from the subdivision standards. She then referred to Table 4 showing how the existing improvements at 1311 Scott comply with GFA and lot coverage, while also noting the limitations on proposed Lot 2 for the new home. Ms. Klaassen stated the Landmark Preservation Commission would consider the demolition permit for 1303 Scott at their November meeting with the Zoning Board of Appeals scheduled to consider the side yard setback variation at their November 2022 meeting. She noted no public correspondence was received and noted Ms. Kunkle recommended approval of the request. Ms. Klaassen stated a draft motion

1 is included on page nos. 45 and 46 and asked if there were any questions.

2
3 Chairman Golan asked if the lots were originally platted in their existing condition. Ms. Klaassen referred
4 to the aerial map and indicated the 50 foot lots may have been reconfigured over the years. A Commission
5 Member questioned the storm water requirements and referred to the 1311 Scott property. Ms. Klaassen
6 responded the subdivision request did not trigger the need to make any storm water improvements. She
7 noted that if improvements are proposed, the necessary permits would be reviewed by the Village
8 Engineering Department to determine whether storm water improvements are required. No additional
9 questions were raised at this time.

10
11 Chairman Golan asked for the applicant's presentation. Kristen Goodfellow introduced herself to the
12 Commission and stated they planned to live in the home at 1311 Scott for a long time, there would be no
13 harm created by the subdivision and asked the Commission to approve the application. Chairman Golan
14 asked the owner of 1303 Scott how long they have owned the neighboring property. Darin Marcus, DSM
15 Properties, Inc., responded one year. No additional questions were raised at this time. Chairman Golan
16 then asked if there was any public comment.

17
18 John Gurley, 1293 Scott, stated he lives to the east of 1303 Scott and stated he discussed a similar project
19 with the Village staff prior to COVID noting they did not plan to tear down their home. He stated he did
20 not object to the applicants' request, but his concern related to the new home on the 1303 Scott lot. Mr.
21 Gurley read Section 4.41 of the current Comprehensive Plan into the record relating to the replacement
22 home's construction. He also referred to the very large construction project taking place at 1290 Scott on
23 a 50-foot-wide lot and stated his concern related to the 1915 home to be torn town and maximizing return
24 by building a new home which would maximize the buildable amount of space on the lot. Mr. Gurley
25 stated while the Commission is to advise the Village Council in terms of the application, he stated they
26 should be required to see new construction plans before making any recommendation. He added
27 Winnetka has not done a good job of complying with the Comprehensive Plan and hoped the new
28 Comprehensive Plan is complied with.

29
30 Mr. Bradley noted 1290 Scott complied with zoning requirements and stated they are being challenged
31 with addressing this issue with regard to the new Comprehensive Plan. He then stated with regard to the
32 subdivision, there are strict rules to be addressed and while it would be nice to have the new plans, any
33 zoning relief requested would be presented to the Zoning Board of Appeals. Ms. Danley stated the
34 Landmark Preservation Commission will also review the demolition application and address one of the
35 issues Mr. Gurley raised. Mr. Foley referred to the application's nonconforming aspect and described the
36 request as an amicable arrangement between the parties. He also agreed with the comments made and
37 asked the Village staff to convey these points to the Village Council. Mr. Alt agreed it would be a stronger
38 argument if they had the full picture, but they are only to vote on the lots' subdivision. He questioned
39 whether they can look into getting the full picture or if they are required to vote now. Mr. Schuster
40 referred to the subdivision requirements being met and stated a subdivision request should be considered
41 as a blank slate with requirements in place in terms of what is allowed to be built. He explained that the
42 proposed construction will be required to comply with the Zoning Ordinance and the building code. Mr.
43 Schuster stated the Village specifies what can be built in the Zoning Ordinance and if the applicant does
44 not meet those requirements, they have to seek zoning relief.

45
46 Ms. Danley stated the request is in compliance and would allow the applicants to remain in the older
47 home for a long time. She then stated she agreed with the request and any potential construction would
48 have to comply with the requirements. Ms. Case also stated she is in agreement with the comments made.

1 Chairman Golan also agreed with the comments made and agreed while there are a number of overbuilt
2 homes in the Village, that is not within the Commission's purview when considering this current request.
3 No additional comments were made at this time.

4
5 Chairman Golan then referred to page 9 and stated the request met the three criteria and subdivision
6 code standards for approval, is appropriate for single family residential development and building line
7 articulation. He then asked for a motion.

8
9 Ms. Case made a motion that the Commission found the proposed subdivision and lot line relocation for
10 the proposed subdivision is consistent with the Comprehensive Plan and a finding of no material increased
11 adverse impact with regard to the zoning nonconformity, and the Commission recommends approval
12 subject to the final review and approval of the plat by the Village Attorney prior to plat recordation. The
13 motion was seconded by Ms. Danley. A vote was taken, and the motion unanimously passed, 5 to 0:

14 AYES: Alt, Case, Danley, Foley, Golan

15 NAYS: None

16 NON-VOTING: Bradley

17
18 ***

19
20 Respectfully submitted,

21
22 Antionette Johnson

23 Recording Secretary

ATTACHMENT 3

From: [REDACTED]
To: [Ann Klaassen](#)
Cc: [David Schoon](#)
Subject: Re: Plan Commission Meeting October 26
Date: Tuesday, October 25, 2022 10:32:57 PM

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

Hi Ann,

I recommend both applications be approved as they both meet the Subdivision Code standards for approving such final plats and both are consistent with the Comprehensive Plan's Land Use Map designation of the Subject Properties as appropriate for "single family residential" development. I also support a finding of "No Material Increased Adverse Impact" with respect to the Scott Avenue Subdivision given that the existing zoning nonconformity is minimal (less than 12").

Thanks again, good luck tomorrow night, and please let me know of any questions.

Liz

On Oct 24, 2022, at 9:14 AM, Liz Kunkle <[\[REDACTED\]](#)> wrote:

Thanks, Ann. I am sorry to miss the meeting as it's obviously a priority to attend. I will send comments to you and David.

Thanks again and enjoy this beautiful day!

Liz

Sent from my iPhone

On Oct 24, 2022, at 9:05 AM, Ann Klaassen <AKlaassen@winnetka.org> wrote:

Hi Liz,

No need to apologize. These things happen and there should be a quorum regardless.

If you'd like to share your comments on the application, you may send them to me and/or David and we will share them with the Commission.

Best,

[Ann Klaassen](#)

Senior Planner | Village of Winnetka Community Development

510 Green Bay Road - Winnetka, IL 60093
847.716.3525

From: Liz Kunkle <[REDACTED]>
Sent: Sunday, October 23, 2022 10:46 PM
To: Ann Klaassen <AKlaassen@winnetka.org>
Subject: Re: QUORUM CHECK: Plan Commission Meeting October 26

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

Hi Ann,

Thanks so much for letting me know. I saw the emails to the full commission also.

I'm sorry to say I do need to change my attendance to a 'no.'

My husband is now traveling that evening as well and I can't make it work.

I received the hard copy agenda packet. Is it appropriate to give input on the items by email? How should I handle that?

Thanks and sorry again.

Liz

Sent from my iPhone

On Oct 21, 2022, at 8:31 AM, Ann Klaassen
<AKlaassen@winnetka.org> wrote:

Hi Liz,

I really don't like putting you in this position, but there is a bare quorum for the meeting next Wednesday. So we may need to reach out to you in case someone can't make it at the last minute. Just wanted to let you know.

Thank you,

[Ann Klaassen](#)
Senior Planner | Village of Winnetka Community
Development

510 Green Bay Road - Winnetka, IL 60093
847.716.3525

From: Ann Klaassen
Sent: Wednesday, October 19, 2022 10:03 AM
To: Liz Kunkle [REDACTED] >
Subject: RE: QUORUM CHECK: Plan Commission Meeting
October 26

Hi Liz,
Thank you for letting us know. I understand you don't want
to miss spending time with a friend.

The Comp Plan is not on the agenda.

Best,

Ann Klaassen
Senior Planner | Village of Winnetka Community
Development
847.716.3525

From: Liz Kunkle <[REDACTED]>
Sent: Wednesday, October 19, 2022 9:22 AM
To: Ann Klaassen <AKlaassen@winnetka.org>
Subject: Re: QUORUM CHECK: Plan Commission Meeting
October 26

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

Hi Ann,

I am a maybe. I have a dear friend who will be in town for
that one night only.

Will the Comprehensive Plan be on this month's agenda?

Thanks.

Liz

Sent from my iPhone

On Oct 19, 2022, at 9:08 AM, Ann Klaassen
<AKlaassen@winnetka.org> wrote:

Good Morning Commissioners,
The next Plan Commission meeting is
scheduled for Wednesday, October 26 at
7:00pm in the Village Hall Council Chambers.
To confirm there will be a quorum, if you would
please let me know if you are available I would
appreciate it.

*****Note: Per the Open Meetings Act, please do not
"Reply All."*****

Thank you,

[Ann Klaassen](#)
Senior Planner | Village of Winnetka
Community Development
510 Green Bay Road - Winnetka, IL 60093
847.716.3525

ATTACHMENT 4

Minutes adopted 12.12.2022

WINNETKA ZONING BOARD OF APPEALS EXCERPT OF MEETING MINUTES NOVEMBER 14, 2022

Zoning Board Members Present:

Matt Bradley, Chairman
Kate Casale MacNally
Mark Haller
Lynn Hanley
Mike Nielsen
Todd Vender
Max Weigandt

Zoning Board Members Absent:

None

Village Staff:

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

New Cases:

a. Case No. 22-24-SD 1303 and 1311 Scott Avenue: An application submitted by DSM Properties, Inc. and Kristen and James Goodfellow, Jr. seeking approval of a Final Plat of Subdivision to relocate the lot line dividing the two properties. As part of the Final Plat approval, the application includes a zoning variation to permit the existing residence at 1311 Scott Avenue to observe less than the minimum required side yard setback from the west property line, which is due to an increase in the minimum required side yard setback as a result of the proposed increase in total lot area and increase in average lot width. The Village Council has final jurisdiction on this request.

Ms. Klaassen referred to the PowerPoint presentation and noted the request is driven by the proposed subdivision and the application did not include alterations to the existing home. She identified the properties' location, size and zoning classification. Ms. Klaassen referred to Sheet 4 which is an aerial view with the proposed subdivision noting the dividing line between the two properties would shift 20 feet to the east. She then identified the new lots' sizes and referred to Sheet 5 of the PowerPoint, which represented that the subdivision complied with zoning standards noting that the 1311 Scott lot is currently nonconforming in terms of lot area and lot width. The subdivision would create two conforming lots.

Ms. Klaassen then stated the subdivision would increase the lot width to 70 feet which required zoning relief in connection with the west lot line for the remaining home since the minimum required setback increases with the increase in lot width. She also noted nonconforming setbacks would be eliminated which are illustrated on Sheet 7 of the PowerPoint. Ms. Klaassen then stated the remaining improvements would comply with the zoning limitations. She informed the Board the LPC reviewed the 1303 Scott demolition permit application and approved the demolition without delay. She also noted that the Plan Commission also recommended approval of the proposed subdivision and related zoning relief. Ms. Klaassen noted in the agenda materials, it stated there were two neighbors who spoke at the Plan Commission meeting in opposition, and she wanted to correct that statement in that they spoke but are not in opposition to the request. She then referred to the draft motion on page nos. 16 and 17 and asked if there were any questions.

1 Chairman Bradley then swore in those speaking to this matter. Kristen Goodfellow stated their family
2 have lived in their home at 1311 Scott for seven years and the lot next door was purchased by the prior
3 owners several years ago. She noted the home on that property is in extreme disrepair and the current
4 owner is working with them in an effort to expand their property. Ms. Goodfellow explained the close
5 proximity of the two homes and that it made sense to expand their yard. She then stated when the
6 developer placed the home on the market, they worked with them with regard to subdividing the lot
7 which would also end up working out to the developer's benefit. Ms. Goodfellow stated they do not know
8 if the plans for that property are finalized. She stated they have an easement to access their garage from
9 Randolph Street to the west and planned to expand their garden in the side yard. No questions were
10 raised at this time.

11
12 Chairman Bradley then swore in John Gurley. John Gurley introduced himself to the Board and stated he
13 and his wife have lived at 1293 Scott for 43 years which is adjacent to 1303 Scott. He confirmed they are
14 not in objection to the request and would like to know what would be built on the 1303 Scott lot. Mr.
15 Gurley then referred to the number of teardowns in the Village and the Comprehensive Plan and stated
16 they attended the Plan Commission meeting to address their concerns regarding the teardown and
17 replacement home at 1303 Scott. He read his concerns into the record relating to overbuilding homes
18 permitted by zoning regulations and not adhering to the Comprehensive Plan. No additional comments
19 were made at this time. Chairman Bradley then called the matter in for discussion.

20
21 Mr. Vender stated his initial concern related to an issue which was addressed by the applicant. He
22 described the request as an appropriate development between the parties and stated he is in favor of the
23 request. Mr. Weigandt stated he agreed with the Mr. Gurley's comments and referred to their inability to
24 control the new home built. He also stated he is in favor of the request. Ms. Hanley commented she loved
25 the Gurleys' home and agreed with Mr. Weigandt's comments relating to maximizing the amount of home
26 built. She also stated she appreciated the additional light and air the applicants would receive as well as
27 providing additional space between the homes. Ms. Hanley stated as long as the new home did not require
28 zoning variations, she did not object to the subdivision request.

29
30 Mr. Nielsen asked how the amounts in terms of the lot widths were determined. Ms. Klaassen responded
31 those amounts or dimensions were at the applicants' request. Mr. Gurley explained the rationale behind
32 the lot widths' determination. Mr. Nielsen then stated he appreciated the public comments and would
33 also be in favor of the request. Ms. Casale MacNally stated she is also in favor of the request which would
34 result in the lots being appropriately resized and the two lots would become conforming with additional
35 space created between the properties. Mr. Haller agreed with the comments made and stated he would
36 also like to see the community remain as it is. He then stated he is in favor of the request. Chairman
37 Bradley stated he is in support of the request and referred to the size of a home which could have been
38 built on a 100 foot wide lot if the subdivision did not occur. He then referred to the standards and the
39 former 100 foot wide lots. Chairman Bradley stated there is no requirement to present proposed plans
40 for any new property to any Board or Commission for review and referred to the new home meeting
41 buildable requirements. Chairman Bradley concluded he is in favor of the request.

42
43 Chairman Bradley then asked for a motion to recommend approval as noted on page no. 16. A motion to
44 recommend approval of the subdivision was made by Mr. Nielsen and seconded by Ms. Casale MacNally.
45 A vote was taken and the motion unanimously passed, 7 to 0:

46 AYES: Bradley, Casale MacNally, Haller, Hanley, Nielsen, Vender, Weigandt

47 NAYS: None

48 ***



Agenda Item Executive Summary

TITLE: Resolution No. R-13-2023: Approving a Contract with Independent Mechanical Industries, Inc. for Tube Installation and Boiler Casing Replacement In Boiler #8 (Adoption)

PRESENTER: Brian Keys

AGENDA DATE: January 17, 2023

CONSENT: No

ITEM TYPE: Ordinances and Resolutions

ITEM HISTORY:

None

EXECUTIVE SUMMARY:

Staff is requesting approval of a contract award for repairs to boiler tubes and the boiler casing of Boiler #8 at the Electric Plant. The repairs are required following the failure of a "water wall" tube that occurred in August 2022. When the tube failed, it damaged four adjacent tubes and the boiler's exterior casing. In order to access the area, an exterior section of the boiler's casing was removed which also required asbestos abatement. After contacting multiple vendors to assess the boiler and provide repair proposals, only one firm submitted a proposal for completing the repair work prior to May 1, 2023.

The Village's Electric Plant utilizes four natural gas fire boilers to generate the steam used to rotate the three steam turbine generators. Boiler #8 is a 1964 boiler manufactured by Erie City which produces approximately 125,000 lbs. of steam per hour. This is the largest boiler at the plant. Staff requested repair proposals from three firms and specified that the repair work needed to be completed by May 1, 2023. Independent Mechanical was the sole vendor that submitted a proposal for \$59,400. American Combustion and Hudson Boiler, two other companies that have worked on boilers at the Electric Plant, did not submit proposals.

Independent Mechanical estimates that the project will take approximately 3 weeks to complete after securing the fabricated tubes. The contractor has located an out-of-state company that can perform the required swedging of the boiler tubes. After the contractor replaces five 19' long water wall tubes, the contractor will replace the damaged interior boiler casing and any removed refractory material.

Staff is recommending use of Independent Mechanical. The contractor has completed several projects at the Electric Plant satisfactorily, has been competitive bid projects, and is very responsive. Resolution No. R-13-2023, prepared by the Village Attorney, waives bidding and approves a contract with Independent Mechanical Industries, Inc. for tube installation and boiler casing replacing in Boiler #8 in an amount not to exceed \$59,400.

The repair of Boiler #8 is not a specific project listed in the 2023 Electric Fund Budget. The budget

contains \$50,000 for tube and refractory repairs (account #500.41.28-567). The additional funds required for this repair are available in the same account. Refractory repairs to another boiler will cost less than originally anticipated. As such, this repair is not expected to have an impact on budget adherence.

Resolution No. R-13-2023; prepared by the Village Attorney, waives bidding requirements and approves a contract with Independent Mechanical Industries, Inc. for tube installation and boiler casing replacement in Boiler #8 in the amount of \$59,400.

RECOMMENDATION:

Consider adoption of Resolution No. R-13-2023, to waive bidding and approve a contract with Independent Mechanical Industries for tube installation and boiler casing replacement in Boiler #8.

ATTACHMENTS:

1. Resolution No. R-13-2023: Approving Contract with Independent Mechanical Industries, Inc.

RESOLUTION NO. R-13-2023

**A RESOLUTION APPROVING A CONTRACT WITH
INDEPENDENT MECHANICAL INDUSTRIES, INC. FOR
TUBE INSTALLATION AND BOILER CASING REPLACEMENT IN BOILER #8**

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

WHEREAS, the Village's Department of Water and Electric operates Boiler No. 8 ("***Boiler***"), which is in need of repair ("***Materials and Services***"); and

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

WHEREAS, due to the unique nature of the Services and complexity of putting the Materials and Services out to bid, the contract for the Materials and Services is not adaptable to competitive bidding; and

WHEREAS, the Village desires to enter into an agreement with Independent Mechanical Industries, Inc. ("***Contractor***") to provide the Materials and Services to repair the Boiler ("***Contract***") in an amount not to exceed \$59,400.00; and

WHEREAS, pursuant to Sections 4.12.010.A and Sections 4.12.010.C of the Village Code, the Village Council has determined that it is in the best interests of the Village to waive competitive bidding and enter into the Contract with Contractor;

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

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

SECTION 2: WAIVER OF COMPETITIVE BIDDING. Pursuant to Sections 4.12.010.A and 4.12.010.C of the Village Code and the Village's home rule authority, the Village Council waives the requirement of competitive bidding for the procurement of the Materials and Services.

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

SECTION 4: AUTHORIZATION TO EXECUTE CONTRACT. The Village Council hereby authorizes and directs the Village President and the Village Clerk to execute and attest, respectively, on behalf of the Village, the final Contract after receipt by the Village Manager of

January 17, 2023

R-13-2023

two executed copies of the final Contract from Contractor; provided, however, that if the Village Manager does not receive two executed copies of the final Contract from Contractor within 60 days after the date of adoption of this Resolution, then this authority to execute and seal the Contract will, at the option of the Village Council, be null and void..

SECTION 4: EFFECTIVE DATE. This Resolution shall be in full force and effect from and after its passage and approval by the vote of two-thirds of the Trustees.

ADOPTED this 17th day of January, 2023, pursuant to the following roll call vote:

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

Signed

Village President

Countersigned:

Village Clerk

EXHIBIT A
CONTRACT

VILLAGE OF WINNETKA

CONTRACT FOR
TUBE INSTALLATION AND BOILER CASING REPLACEMENT IN BOILER NO. 8

Full Name of Contractor: INDEPENDENT MECHANICAL INDUSTRIES, INC. ("**Contractor**")

Principal Office Address: 2671 United Lane, Elk Grove Village, IL 60007

Contact Person: Ken "Skip" Leone Telephone Number: (773)447-3709

TO: Village of Winnetka ("**Village**")
510 Green Bay Road
Winnetka, Illinois 60093
Attention:

1. **Work**

A. **Contract and Work.** Contractor shall, at its sole cost and expense, provide, perform, and complete, in the manner specified and described, and upon the terms and conditions set forth in this Contract, to all of the following, all of which is herein referred to as the "Work":

1. **Labor, Equipment, Materials, and Supplies.** Provide, perform, and complete, in the manner specified and described in this Contract, all necessary work, labor, services, transportation, equipment, materials, supplies, information, data, and other means and items necessary for:

Installation of new wall tubes and replacement of boiler inner casing, and other associated repairs, to Boiler No. 8 located at the Village of Winnetka Electric Power Plant ("**Work Site**"), all as more fully detailed in the proposal attached hereto and incorporated herein as ***Exhibit A***.

2. **Permits.** Procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith;
3. **Bonds and Insurance.** Procure and furnish all bonds and all insurance certificates and policies of insurance specified in this Contract;
4. **Taxes.** Pay all applicable federal, state, and local taxes;
5. **Miscellaneous.** Do all other things required of Contractor by this Contract; and
6. **Quality.** Provide, perform, and complete all of the foregoing in a proper and workmanlike manner, consistent with the standards of recognized professional firms in performing

Work of a similar nature, in full compliance with, and as required by or pursuant, to this Contract, and with the greatest economy, efficiency, and expedition consistent therewith, with only new, undamaged, and first quality equipment, materials, and supplies.

B. **Performance Standards.** Contractor agrees that all Work shall be fully provided, performed, and completed in accordance with the Proposal in Exhibit A.

C. **Responsibility for Damage or Loss.** Contractor proposes, and agrees, that Contractor shall be responsible and liable for, and shall promptly and without charge to Village repair or replace, any damage done to, and any loss or injury suffered by, the Village, the Work, the Work Site, or other property or persons as a result of the Work.

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

2. **Contract Price**

The Contractor shall take in full payment for all Work and other matters set forth under Section 1 above, including overhead and profit; taxes, contributions, and premiums; and compensation to all subcontractors and suppliers, the compensation set forth below.

A. **SCHEDULE OF PRICES**

For providing, performing, and completing all Work, the total Contract Price of:

TOTAL CONTRACT PRICE:

\$59,400.00

B. BASIS FOR DETERMINING PRICES

It is expressly understood and agreed that:

1. All prices stated in the Schedule of Prices are firm and shall not be subject to escalation or change;
2. The Village is not subject to state or local sales, use, and excise taxes, that no such taxes are included in the Schedule of Prices, and that all claim or right to claim any additional compensation by reason of the payment of any such tax is hereby waived and released; and
3. All other applicable federal, state, and local taxes of every kind and nature applicable to the Work are included in the Schedule of Prices.

C. TIME OF PAYMENT

It is expressly understood and agreed that all payments shall be within 60 days after receiving an invoice from Contractor and the Work is completed.

All payments may be subject to deduction or setoff by reason of any failure of Contractor to perform under this Contract. Each payment shall include Contractor's certification of the value of, and partial or final waivers of lien covering, all Work for which payment is then requested and Contractor's certification that all prior payments have been properly applied to the payment or reimbursement of the costs with respect to which they were paid.

3. Contract Time

Contractor shall commence the Work in accordance with a schedule agreed to between Contractor and the Village provided Contractor shall have furnished to the Village all bonds and all insurance certificates and policies of insurance specified in this Contract ("**Commencement Date**"). Contractor shall perform the Work diligently and continuously and shall complete the Work not later than March 31, 2023 ("**Time of Performance**"). The Village may modify the Time of Performance at any time upon 15 days prior written notice

to the Contractor. Delays caused by the Village shall extend the Time of Performance; provided, however, that Contractor shall be responsible for completion of all Work within the Time of Performance, notwithstanding any strike or other work stoppage by employees of either Contractor or of the Village.

4. Financial Assurance

A. Bonds. Contractor proposes, and agrees, that Contractor shall provide a Performance Bond and a Labor and Material Payment Bond, on forms provided by, or otherwise acceptable to, the Village, from a surety company acceptable to the Village, each in the penal sum of the Contract Price, within 10 days following the execution of this Contract by both parties.

B. Insurance. Contractor shall provide certificates and policies of insurance evidencing the minimum insurance coverages and limits set forth below within 10 days following the execution of this Contract by both parties. Such policies shall be in form, and from companies, acceptable to the Village. The insurance coverages and limits set forth below shall be deemed to be minimum coverages and limits and shall not be construed in any way as a limitation on Contractor's duty to carry adequate insurance or on Contractor's liability for losses or damages under this Contract. The minimum insurance coverages and limits that shall be maintained at all times while providing, performing, or completing the Work are as follows:

1. Workers' Compensation and Employer's Liability

Limits shall not be less than:

Worker's Compensation: Statutory

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

Such insurance shall evidence that coverage applies to the State of Illinois.

2. Comprehensive Motor Vehicle Liability

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

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

3. Comprehensive General Liability

Limits shall not be less than:

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

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

Coverage to include:

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

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

4. Umbrella Liability

Limits shall not be less than:

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

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

C. Indemnification. Contractor shall indemnify and save harmless the Village against all damages, liability, claims, losses, and expenses (including attorneys' fee) that may arise, or be alleged to have arisen, out of or in connection with Contractor's performance of, or failure to perform, the Work or any part thereof, or any failure to meet the representations and warranties set forth in Section 5 of this Contract.

D. Penalties. Contractor shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Contractor's performance of, or failure to perform, the Work or any part thereof.

5. Contractor's Representations and Warranties

Contractor hereby represents and warrants as follows:

A. The Work. The Work, and all of its components, shall strictly conform to the requirements of this Contract, including, without limitation, the performance standards set forth in Subsection 1B of this Contract; and shall be fit, sufficient, and suitable for the purposes expressed in, or reasonably inferred from, this Contract and the warranties expressed herein shall be in addition to any

other warranties expressed or implied by law, which are hereby reserved unto the Village.

B. Compliance with Laws. The Work, and all of its components, shall be provided, performed, and completed in compliance with, and Contractor agrees to be bound by, all applicable federal, state, and local laws, orders, rules, and regulations, as they may be modified or amended from time to time, including without limitation the Prevailing Wage Act, 820 ILCS 130/0.01 et seq.; if the Illinois Department of Labor revises the prevailing rate of hourly wages to be paid, the revised rate shall apply to this Contract; any other prevailing wage laws; any statutes requiring preference to laborers of specified classes; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification; and any statutes regarding safety or the performance of the Work. Further, Contractor shall have a written sexual harassment policy in compliance with Section 2-105 of the Illinois Human Rights Act during the course of the work.

C. Not Barred. Contractor is not barred by law from contracting with the Village or with any other unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Contractor is contesting, in accordance with the procedures established by the appropriate Revenue Act, its liability for the tax or the amount of tax, as set forth in 65 ILCS 5/11-42.1-1; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33 of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.

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

6. Acknowledgements

Contractor acknowledges and agrees that:

A. Reliance. The Village is relying on all warranties, representations, and statements made by Contractor in this Contract.

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

C. Time. Time is of the essence in the performance of all terms and provisions of this Contract and, except where stated otherwise references in this Contract to days shall be construed to refer to calendar days and time.

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

E. Severability. It is hereby expressed to be the intent of the parties to this Contract that should any provision, covenant, agreement, or portion of this Contract or its application to any Person or property be held invalid by a court of competent jurisdiction, the remaining provisions of this Contract and the validity, enforceability, and application to any Person or property shall not be impaired thereby, but the remaining provisions shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Contract to the greatest extent permitted by applicable law.

F. Amendments and Modifications. No amendment or modification to this Contract shall be effective until it is reduced to writing and approved and executed by the corporate authorities of the parties in accordance with all applicable statutory procedures.

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

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

I. Certified Payrolls. Contractor shall, in accordance with Section 5 of the Illinois Prevailing Wage

Act, 820 ILCS 130/5, submit to the Village, on a monthly basis, a certified payroll. The certified payroll shall consist of a complete copy of those records required to be made and kept by the Prevailing Wage Act. The certified payroll shall be accompanied by a statement signed by the Contractor or subcontractor which certifies that: (1) such records are true and accurate; (2) the hourly rate paid is not less than the general prevailing rate of hourly wages required by the Prevailing Wage Act; and (3) Contractor or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class B misdemeanor. A general contractor may rely upon the certification of a lower tier subcontractor, provided that the general contractor does not knowingly rely upon a subcontractor's false certification. Upon two business days' notice, Contractor and each subcontractor shall make available for inspection the records required to be made and kept by the Act: (i) to the Village, its officers and agents, and to the Director of the Illinois Department of Labor and his or hers deputies and agents; and (ii) at all reasonable hours at a location within this State.

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

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

L. Conflicts; Exhibits. If any term or provision in this Agreement conflicts with any term or provision of an attachment or exhibit to this Contract, the terms and provisions of this Contract shall control.

DATED this _____ day of _____, 2023.

[SIGNATURE PAGE FOLLOWS]

ATTEST:

VILLAGE OF WINNETKA

By: _____
Village Clerk

By: _____
Village President

ATTEST:

INDEPENDENT MECHANICAL INDUSTRIES, INC.

By:_____

By: _____

Title:_____

Its: _____

EXHIBIT A

PROPOSAL

Scope of work is as follows:

- Remove damaged and deteriorating inner casing near top of burner where tube blowout occurred.
- Remove minimal inner casing, insulation and refractory near lower header for access to perform tube to header welds.
- Prep inner casing, tubes and lower header for welding.
- Furnish, fabricate and install (5) new 3.250" OD x .165" MW x 19' long swedged to 2.5" OD, SA-178-A boiler sidewall tubes.
- Fabricate and install new scallop bar tube seals and seal to burner box.
- Reinstall threaded rods to tubes to hold cast iron burner diffusers and reinstall threaded pipe to cast iron diffusers and reassemble burner components that were previously removed.
- Assist owner/ engineer in performing a pressure test of boiler, to ensure that there is no leaks.
- Install new refractory at lower header where previously removed.
- Reinstall lower header inner casing.
- Furnish, fabricate and install new inner casing near top of burner.
- Remove all of the old debris and clean up our work area upon completion of the job.

Clarification and Exceptions:

- Village to provide reasonably free and unobstructed access to all work areas.
- Village shall drain, then isolate the boiler and associated systems and lockout to conduct the proposed work, prior to contractor's arrival.
- Any delays beyond contractor's control, equipment not being ready to be worked on, additional services and/or overheads, material, equipment, repairs required above and beyond the original scope of work would result in additional costs in which contractor's 2022/2023 T&M rates would apply. Any extra items will be presented to the Village for authorization prior to performing.
- Proposal is based on the work being performed, Monday through Friday schedule 7:00am - 3:30pm, weekends and holidays are excluded.

Not Included in this Scope of Work and/or provided by the Village:

- Installation of outer casing.
- NDE / NDT Testing.
- Scaffolding.
- Electrical work.
- Insulation work.
- Painting or labeling work.
- Start-up, commissioning and balancing services.
- 480V / 110V electric, compressed air and water for hydro-testing (if needed).
- Asbestos removal, lead paint abatement, handling or disposal of any hazardous material.
- Damages for delay, including but not limited to liquidated, indirect, direct & consequential.



Agenda Item Executive Summary

TITLE: One Winnetka Revised Planned Development Concept Plan Review

PRESENTER: David Schoon

AGENDA DATE: January 17, 2023

CONSENT: No

ITEM TYPE: Old Business

ITEM HISTORY:

12/7/21 - The Village Council reviewed a proposed planned development concept plan for the Subject Property.

10/18/22 - Village Council reviewed a revised proposed planned development concept plan for the Subject Property.

EXECUTIVE SUMMARY:

On January 17, the Village Council is scheduled to consider an **amended planned development concept plan application** filed by Murphy Development Group, LLC (the "Applicant"), as the designee of the property owner, RIC (Winnetka Lincoln) LLC (the "Owner"), who owns 714-16 Elm Street, 718-732 Elm Street, 740 Elm Street, 511 Lincoln Avenue, and 515 Lincoln Avenue following a foreclosure action. The "Owner" also has under contract 736 Elm Street, which together with the other properties, make up the Subject Property.

The Applicant has submitted for concept plan review by the Village Council a **four-story mixed use planned development** for the Subject Property, which continues to be called One Winnetka, and which consists of the following elements:

- a) 59 residential rental units,
- b) 20,936 square feet of commercial space, and
- c) a total of 156 parking spaces consisting of 38 spaces at ground level for the commercial uses and 118 spaces on the lower (underground) level for the residential uses.

Attached is a separate staff report providing further details regarding the Applicant's amended request.

RECOMMENDATION:

At the January 17, 2023, Village Council meeting, staff recommends that the Village Council review the Applicant's amended concept plan application, and that Council members provide individual comments, suggestions or recommendations on the proposed mixed-use development.

ATTACHMENTS:

1. Staff Report
2. Applicant's Concept Plan Application Materials
3. Comparison of the December 2021 Concept Plan for the Site, the Applicant's Most Recent Concept Plan for the Site, and the Applicant's Current Concept



MEMORANDUM VILLAGE OF WINNETKA

COMMUNITY DEVELOPMENT DEPARTMENT

TO: VILLAGE COUNCIL

FROM: DAVID SCHOON, COMMUNITY DEVELOPMENT DIRECTOR

DATE: JANUARY 11, 2023

SUBJECT: 714-740 ELM & 511-515 LINCOLN - MURPHY DEVELOPMENT GROUP, LLC
PLANNED DEVELOPMENT - CONCEPT PLAN REVIEW
(CASE NO. 2022-25-PD)

INTRODUCTION

On January 17, the Village Council is scheduled to consider an **amended planned development concept plan application** filed by Murphy Development Group, LLC (the "Applicant"), as the designee of the property owner, RIC (Winnetka Lincoln) LLC (the "Owner"), who owns 714-16 Elm Street, 718-732 Elm Street, 740 Elm Street, 511 Lincoln Avenue, and 515 Lincoln Avenue following a foreclosure action. The "Owner" also has under contract 736 Elm Street, which together with the other properties make up the Subject Property. The designated architect for the project is OKW Architects, LLC.

The Applicant has submitted for concept plan review by the Village Council a **four-story mixed use planned development** for the Subject Property, which continues to be called One Winnetka, and which consists of the following elements:

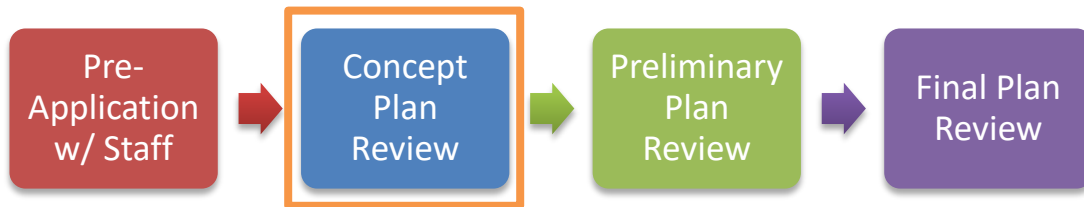
- a) 59 residential rental units,
- b) 20,936 square feet of commercial space, and
- c) a total of 156 parking spaces consisting of 38 spaces at ground level for the commercial uses and 118 spaces on the lower (underground) level for the residential uses.

The Applicant's amended concept plan application materials are included in **Attachment 2**.



Figure 1
Proposed Concept Plan -Elm Street Perspective Drawing

The purpose of the Village Council’s review of the concept plan application is to broadly acquaint the Council with the Applicant’s proposal and provide the Applicant with any preliminary views or concerns members of the Council may have early in the process when adjustments are still possible and prior to the Applicant expending the funds necessary to prepare the complete documentation required for a preliminary plan application. There is not a public notice requirement for the concept plan review stage; however, as a courtesy to property owners immediately to the south and west, staff emailed representatives of the 711 Oak condominium building and the Hadley Institute informing them of the January 17 Council meeting.



After hearing the comments and suggestions from the Village Council, if the Applicant decides to proceed with the project, the Applicant will need to submit a preliminary planned development application with all the required documents for consideration by the Planned Development Commission and the Design Review Board. Property owners within 250 feet of the Subject Property would then be notified of these meetings by mail notice, a notice would be published in the local newspaper, and signs would be posted on the Subject Property. Once the advisory bodies have completed their respective reviews, the Village Council would consider the advisory bodies’ findings and recommendations on the preliminary plan and vote to grant, deny, or modify the planned development application, or the Village Council may return the matter to the Planned Development Commission or Design Review Board for further consideration and findings. Provided the preliminary plan is approved by the Village Council, a final plan must then be submitted for the Village Council’s consideration. If the Council finds the final plan substantially conforms to the approved preliminary plan, the Council will approve the final plan.

DESCRIPTION OF PROPERTY

The Subject Property is generally located on the southeast corner of Lincoln Avenue and Elm Street and is approximately 1.21 acres (Figure 2). The Subject Property contains six vacant commercial buildings. In the center of the buildings is a small surface parking lot that accommodates approximately 14 vehicles. The Village parking lot immediately east of the Subject Property (the “Village Parcel”) would not be part of the Applicant’s redevelopment plans. The 63 parking spaces on the Village Parcel would continue to be available for use by customers and employees of the Elm Street Business District.

Unlike recent concept plans reviewed by the Village Council, the Subject Property and the proposed development **now includes** 736 Elm Street, which is owned by Elm Street Pharmacy, LLC, and which formerly housed Conney’s Pharmacy. Also, unlike recent concepts plans, the 740 Elm Street property, which is commonly referred to as the former Phototronics building, will demolished and incorporated into the planned development.

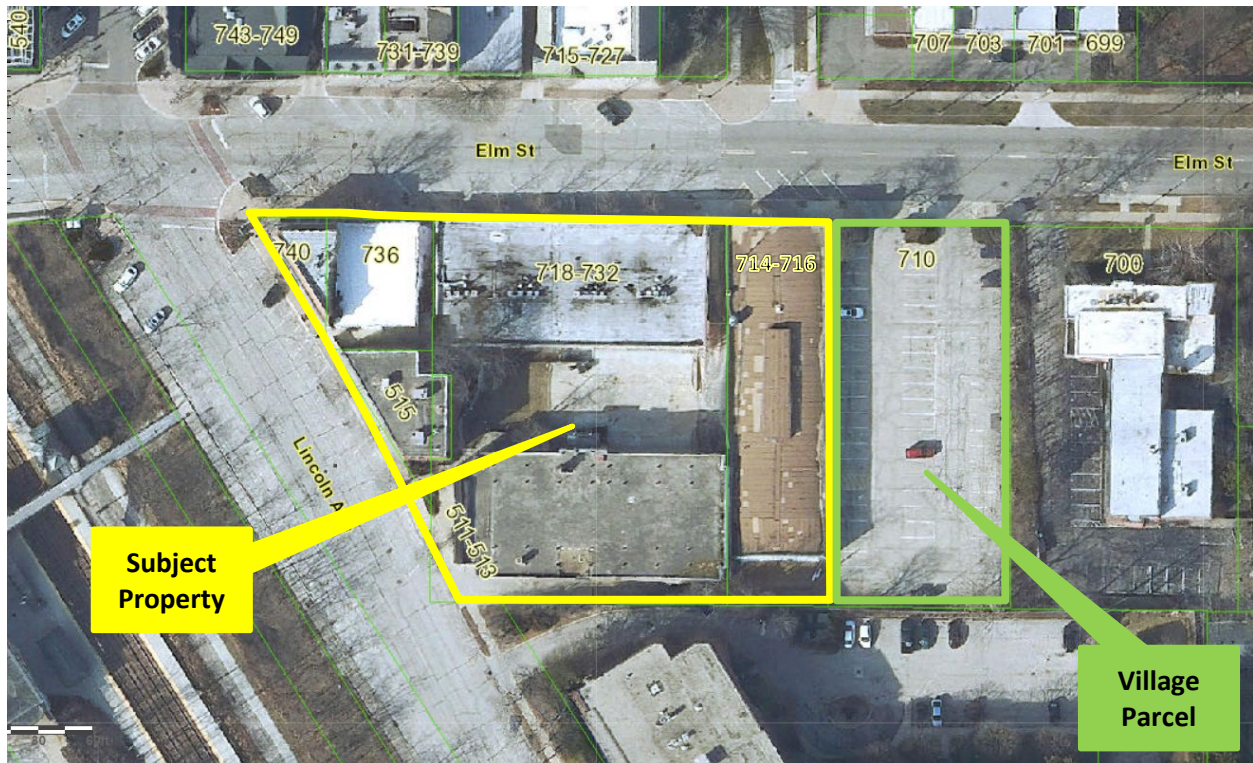


Figure 2 – Aerial Map

The Subject Property is zoned C-2 General Retail Commercial, and a portion is located in the C-2 Overlay District as shown in Figure 3.

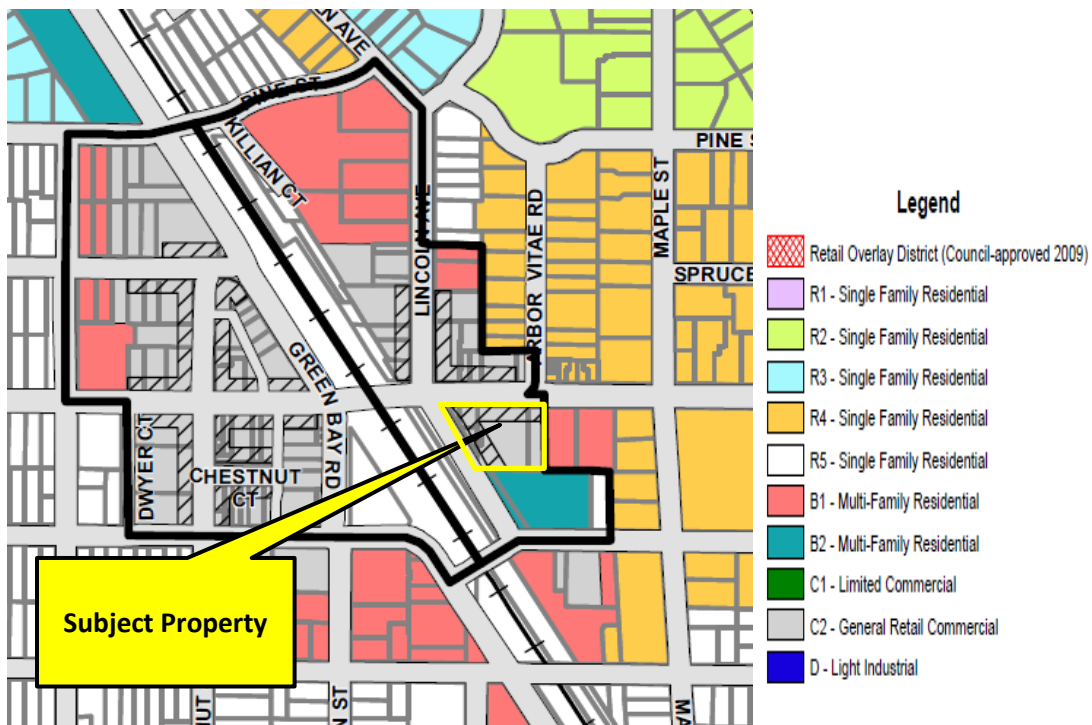


Figure 3 – Zoning Map

The Village's Comprehensive Plan designates the Subject Property as appropriate for mixed-use land uses as shown in Figure 4.

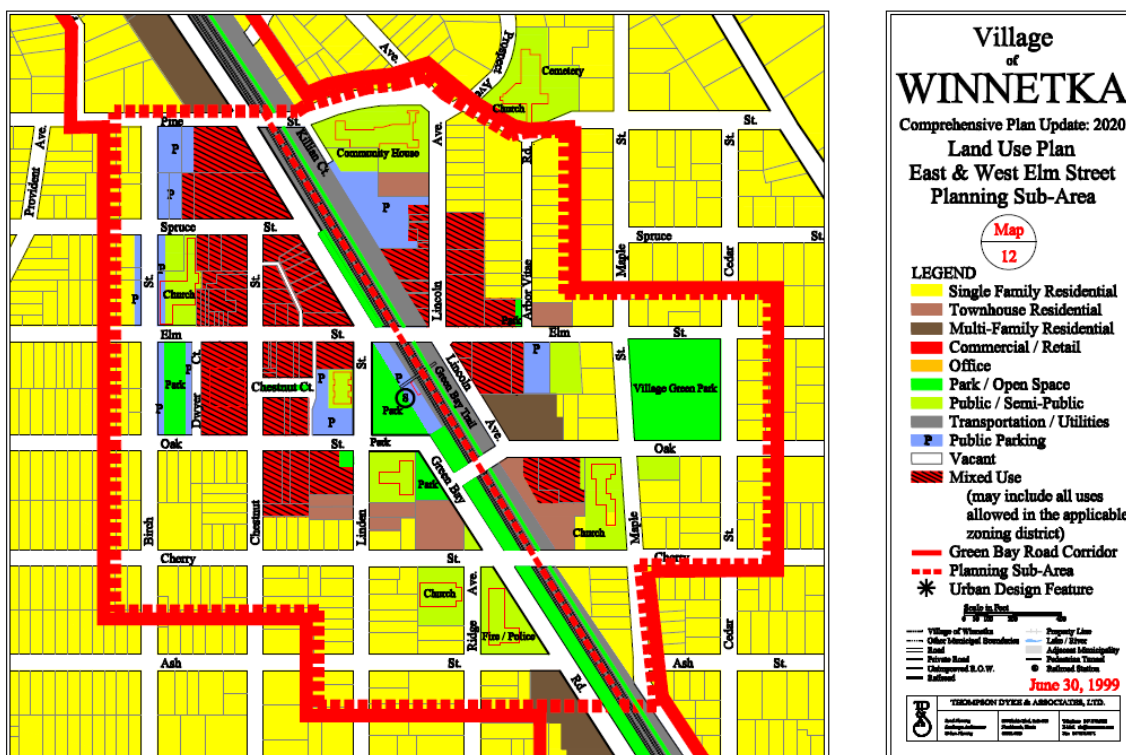


Figure 4 – Comprehensive Plan Land Use Plan

RECENT PROPERTY BACKGROUND

Recent Concept Plan Review - Submittal by Stonestreet Partners, LLC

On December 7, 2021, the Village Council considered a planned development concept plan application filed by Stonestreet Partners, LLC, who was the development entity for the previously approve One Winnetka final planned development for the site. At that time, the application materials stated that Murphy Development Group would serve as the General Partner and OKW Architects, LLC would serve as the architect. The agenda materials and meeting minutes from the December 7 meeting are available on the Village website. That proposal was for a **five-story mixed use planned development** for the Subject Property, which consisted of the following elements:

- 74 residential rental units,
- 18,000 square feet of commercial space, and
- a total of 158 parking spaces consisting of 43 spaces at ground level for the commercial uses and 115 spaces on the lower (underground) level for the residential uses.

During that concept plan review individual trustees provided comments on the proposal. At least three of the trustees stated that they could not support a five-story development on the site. Others questioned the mix of units and size of the units, in particular the number of one-bedroom units. They indicated the developer would need to submit a market study at the time they submitted their preliminary planned development application. The applicant would also need to provide a parking study for the area to support their proposed level of parking, in particular for the commercial uses. Also, during the preliminary planned development application step, they would need to address concerns regarding the access point

on Elm Street in terms of site visibility, and they should meet with the neighbors to discuss their proposal. That applicant did not move forward with the development plan that had been presented.

Recent Concept Plan Review – Submittal by Murphy Development Group

On October 18, 2022, the Village Council considered a planned development concept plan application filed by the Applicant. The agenda materials and meeting minutes from the October 18 meeting are available on the Village website. That proposal was for a **four-story mixed use planned development** for the Subject Property excluding the Conney's Pharmacy parcel, which consisted of the following elements:

- 48 residential rental units consisting of 2 and 3 bedrooms on levels 2-4,
 - 18,800 square feet of commercial space at ground level, and
 - 155 parking spaces on the ground floor and lower levels.
- The 39 parking spaces for the commercial uses on the ground level would have been accessed off Elm Street and the 116 spaces for residential uses on the lower level would have been accessed off of Lincoln Avenue.

During that concept plan review individual trustees provided comments on the proposal. In general, Council members found that the development team heard their comments on the December 2021 concept plan and found the new concept plan an improvement. Most of the Council members expressed an openness to consider special uses for medical and financial service uses on the ground floor, but consideration of such uses will be dependent on the particular tenant in terms of how it would use the space and how it would impact businesses in the area. Some members expressed concerns regarding the mid-point driveway on Elm Street as it related to pedestrian safety using the Elm Street sidewalk.

CURRENT PROPOSED PLAN

The Applicant has submitted a concept plan for a four-story mixed-use building for consideration by the Village Council, which development calls for the following:

- 59 residential rental units consisting of 1, 2 and 3 bedrooms on levels 2-4 (some units will have dens),
- 20,936 square feet of commercial space, and
- 156 parking spaces consisting of 38 spaces at ground level for the commercial uses and 118 spaces on the lower (underground) level for the residential uses.

The residential units would be accessed by a lobby off Lincoln Avenue. The lower-level parking for the residential tenants would be accessed off Lincoln Avenue along the south end of the property.

The bulk of the commercial space would be along Elm Street with a smaller portion along Lincoln Avenue. The commercial parking spaces would be located at ground level behind the first-floor commercial and residential uses, and the parking spaces would be accessed off Lincoln Avenue by a two-way drive aisle. A limited loading area for the building would also be in this general area. A small public plaza would be located on the corner of Elm and Lincoln, and a mid-block covered pedestrian walkway would connect the commercial parking lot to the Elm Street sidewalk. The Applicant has identified an interest with leasing the first-floor commercial space to medical office uses and financial service office uses, both of which would require special use approval as portions of either use would be located with the Overlay District.



Figure 5 – Current Concept Plan – Ground Floor Plan

The façade of the building contains Tudor design elements expressed in a more contemporary building design. The façade consists of brick work as well as smooth faced and rusticated stone. It also includes painted wood framework and dark charcoal stucco on the upper portions of the lower level. The façade contains some steeply pitched roof elements as well as bay elements, balconies, terraces, and large groupings of window openings. The application materials include further description of the design team's approach to the design.



Figure 6 – Current Concept Plan – Elm Street Elevation

In most locations the fourth-story building element would be stepped back from the front property line as required by code. The step back of the upper stories is required by code to reduce the perceived scale of buildings at the sidewalk. Residential balconies are provided at the second and third floor levels and more extensive terraces at the fourth level. During the preliminary plan review process, the Applicant will need to provide further details regarding the design of all building facades.

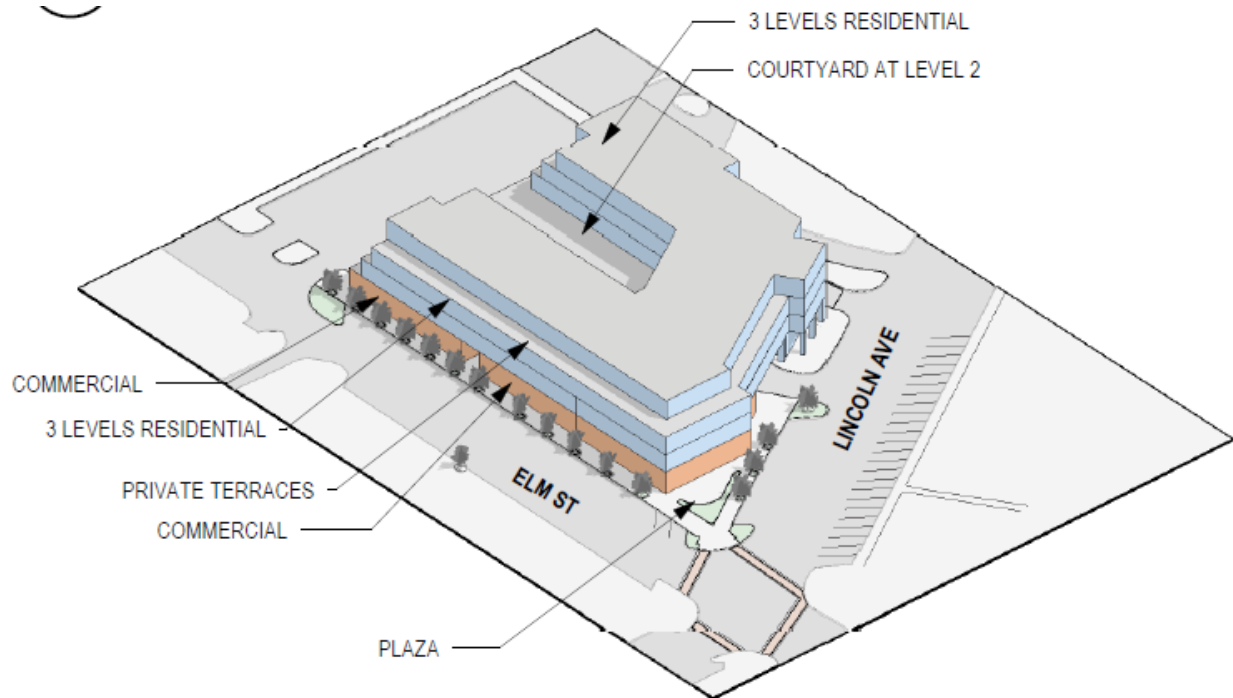


Figure 7 – Current Concept Plan – Axonometric View

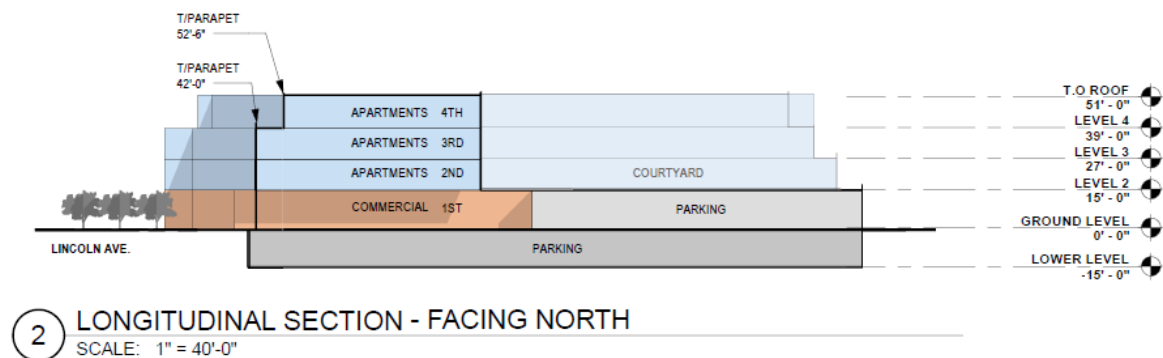
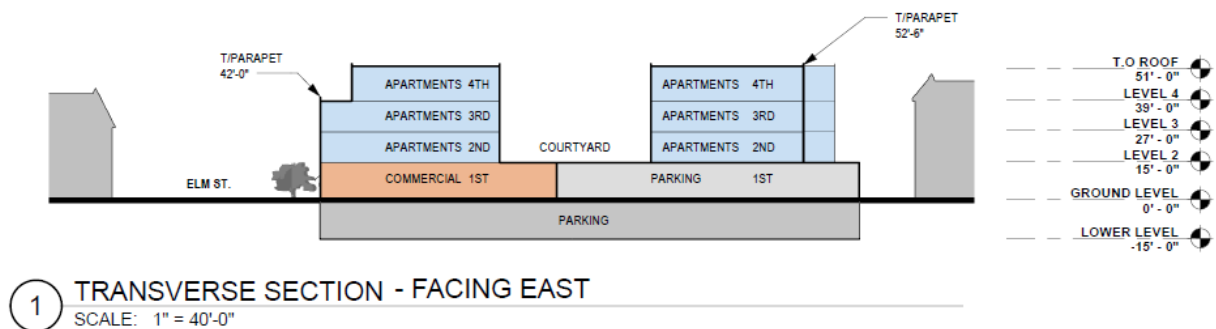


Figure 8 – Current Concept Plan – Building Sections

Attachment 3 includes a table comparing: (i) the concept plan submitted by Stonegate Partners, which the Council reviewed in December 2021; (ii) the concept plan submitted by the Applicant, which the Council reviewed in October 2022; and (iii) the current proposed concept plan for the property (January 2023).

REQUIRED SUBDIVISION & ZONING RELIEF

Based upon staff's initial review of the concept plan submitted to date, the following subdivision and zoning relief has been identified; **additional relief may be necessary as the plans evolve and become more detailed:**

- A. Approval of a Plat of Consolidation, including an exception from the Subdivision Ordinance standard prohibiting side lot lines abutting rear lot lines.
- B. Approval of a Planned Development for a mixed-use development, which includes consideration and approval of the following *special uses and exceptions* from the requirements of the Zoning Ordinance:
 - a. The maximum building height allowed is 45 feet and 4 stories; the Applicant proposes a four-story building that is 52'-6" to the top of the parapet.
 - b. The maximum front yard setback shall be no more than three feet; the Applicant proposes the building to be setback more than three feet along portions of the Lincoln Avenue property line.
 - c. No side yard is required, but when a side yard is provided it must be at least three feet; the Applicant proposes some of the upper-level terraces to be less than three feet from the south property line.
 - d. Building levels at the fourth level or higher must be setback 10 feet from the front property line; the Applicant proposes a setback at the fourth level less than 10 feet from the Lincoln Avenue property line.
 - e. The minimum rear yard setback requirement is 10 feet; the Applicant proposes less than 10 feet along the easterly property line to accommodate the building and terraces.
 - f. The proposed parking located on the ground level requires special use approval.
 - g. Medical offices and financial service offices require special use approval as a portion of the uses would be located within Commercial Overlay District.
- C. License Agreement. Upper story elements along Elm Street project over the right-of-way and thus a license agreement will be required for those improvements.

As previously stated, the Applicant is proposing a total of 156 on-site parking spaces. An exception is not required for the number of parking spaces. Based upon the Village Code requirement of 1.25 spaces per 1-bedroom units, 1.5 spaces per 2-bedroom units, and 2.0 spaces per 3-bedroom units, the proposed development is required to provide 96 parking spaces for the residential units; the Applicant is proposing 118 parking spaces. Given that the development could consist of commercial spaces greater than 2,500 square feet, the development is required to provide parking at 2 spaces per 1,000 square feet of net floor area for the commercial space. Given the total amount of commercial gross floor area counted for parking requirement purposes (approximately 3,140 square feet of the commercial floor area would not be included for parking requirement purposes), the development would not be required to provide more than 38 parking spaces. The Applicant is proposing 38 commercial spaces. Though the Applicant is proposing the minimum required number of parking spaces for commercial uses; if the Applicant does decide to pursue special use approval for medical service or financial service uses, the Applicant will need to demonstrate that adequate parking on-site and in the area would exist for such uses.

As part of the request for planned development approval requiring exceptions, an applicant must provide compensating benefits. The purpose of the compensating benefits is to advance the Village's physical, cultural, environmental, and social objectives in accordance with the Comprehensive Plan and other plans and policies. The Applicant has identified on page 5 of the attached concept plan application materials the following:

The compensating benefits and contributions of this One Winnetka Development will be a continuation and integration of the Downtown Winnetka Streetscape Improvement Plan on both Lincoln Avenue and Elm Street in front of our property, as well as on-site, at-grade parking for the intended commercial uses.

CONSIDERATION BY VILLAGE COUNCIL

Any member of the Village Council may make any comments, suggestions or recommendations regarding the concept plan they deem necessary or appropriate. However, no final or binding action is taken at this concept plan review step. Any views expressed during the Village Council's review of the concept plan are only preliminary and advisory and only the individual views of the member expressing them. Nothing said or done during the concept review shall be deemed to create, or to prejudice, any rights of the Applicant or to obligate the Village Council to approve or deny any preliminary plan application.

RECOMMENDATION

Staff recommends that the Village Council review the Applicant's concept plan application, and that Council members provide individual comments, suggestions, or recommendations on the proposed mixed-use development.

ATTACHMENTS

Attachment 2: Applicant's Concept Plan Application Materials

Attachment 3: Comparison of the December 2021 Concept Plan for the Site, the Applicant's Most Recent Concept Plan for the Site, and the Applicant's Current Concept Plan for the Site.

ONE WINNETKA

DESIGN PRESENTATION
JANUARY 11, 2023





ONE WINNETKA PROJECT AND DESIGN NARRATIVE

OKW Architects, LLC, and John Murphy of Murphy Development Group (MDG) have proposed a new concept for the **One Winnetka** site bounded by Elm Street and Lincoln Avenue in east Winnetka. **MDG** brings to the table a deeply creative understanding in luxury, multi-family housing and mixed-use developments as well as the economic realities associated with the product type. **MDG** will help us to better respond to the marketplace and make **One Winnetka** not a dream, but a reality. **MDG’s** role will be one of General Partner. They will gather input from the project team but have full control over the development of **One Winnetka**.

This solution, rooted in sound planning principles addressing scale, density, context, and use, is also relevant to a mixed-use marketplace in need of modern and “right sized” ground floor commercial spaces, along with luxury apartments that address a void in the current North Shore fabric. Together, these program elements promote community, walkability, and place-making, which will successfully allow Winnetka to build upon its re-development strategies and further evolve its downtown.

The plan is to provide leasable ground floor commercial spaces to enhance, activate, and complement both the Lincoln Avenue and Elm Street corridors, while successfully integrating apartment units on floors two through four, offering housing for local step-down buyers as well as those wanting to move into this incredible community. The ground floor commercial has drawn interest from a health care provider as well as a financial services firm. These entities will not only stimulate foot traffic to the development, but their employees will help to help support local businesses during the workday. The apartments will also promote pedestrian activity in Winnetka and provide an anchor for the east side of town. Together, Winnetka will welcome a project of quality and scale, the likes of which has not been seen in the community in decades.

The architecture of the project draws inspiration from the context of the Village’s historic mixed-use structures, many of which are of a Tudor style. It incorporates highly detailed brickwork and stone (both smooth faced and rusticated) with the lighter weight expression of a painted wood framework and dark charcoal stucco on the upper level and select portions of the lower elevation. The roof forms have steeply pitched elements complementing bay windows and large groupings of openings in the wall surface. The scale of the building is eroded by conscientiously peeling back the top floors and corners of the building with terraces so as to reduce the overall mass. The darkened top floor also helps the building mass to recede. In carving back the building, many apartments are provided outdoor living environments to further activate the building and engage the residents with the outside. These design strategies, materiality, and style promote a familiar human scale when integrated into the existing streetscapes of Winnetka. It is not our intent to replicate buildings of the past, but learn from them and present them in a more contemporary expression allowing the tenants and residents of today’s market to embrace the beauty of the style, while working and living in a building of its current time and place.

In this most recent iteration of the planning, **One Winnetka** once again incorporates the Conney’s Pharmacy parcel. This property allows the development to capture the intersection of Lincoln and Elm in a way we have not been able to do, and has the team rethinking the viability of Phototronics at the corner. Rather than repurpose an aging building with an irregular footprint, we can now extend the **One Winnetka** architecture closer to the corner, offer some open space, present a prominent retail corner, and better introduce the development to those coming from the west side of the downtown.



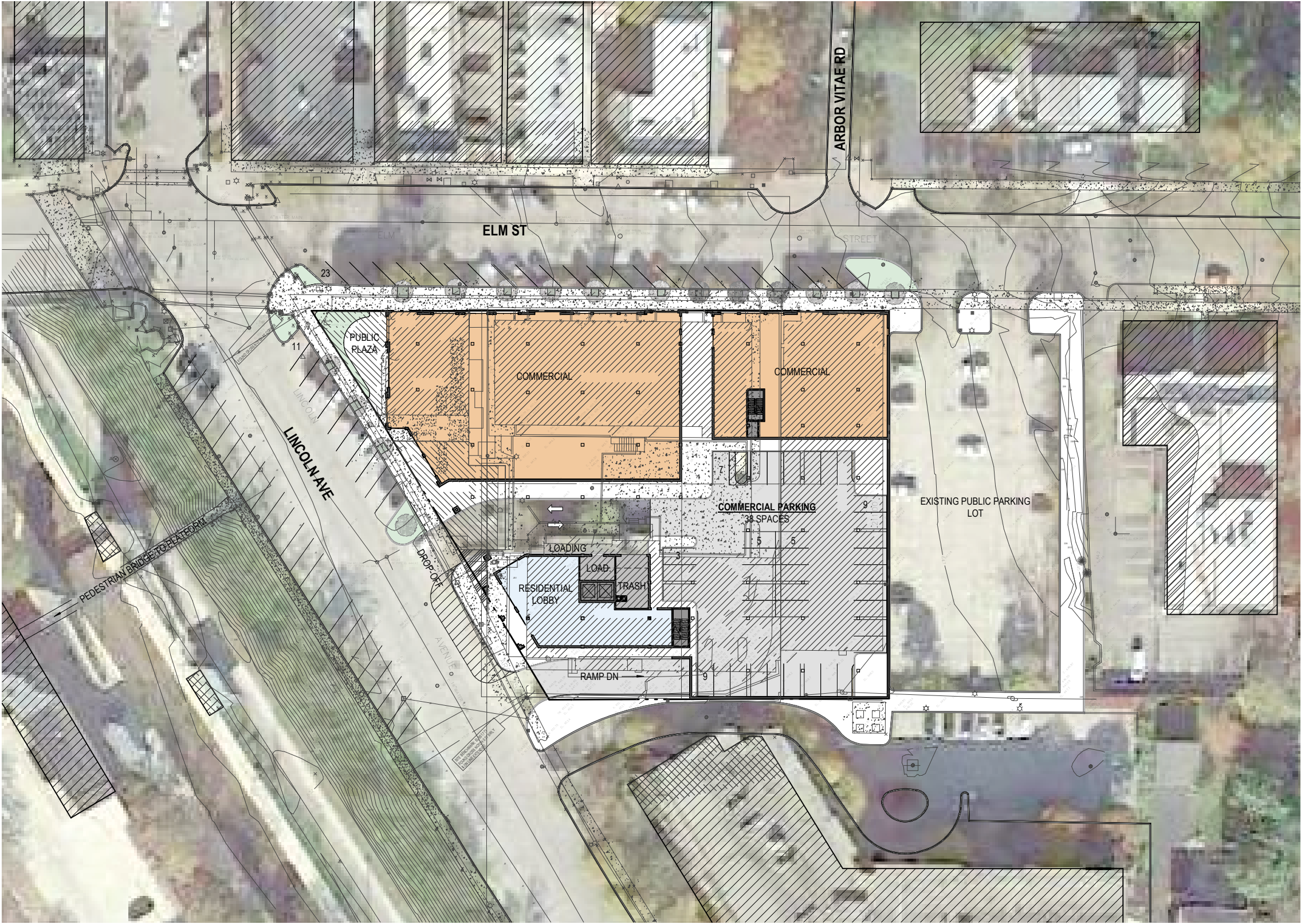
Table Comparing the Approved One Winnetka Final Plan with Proposed MDG Submittal

	Current C-2 Zoning	Approved 2018 OW Final Plan		2023 Proposal	
Development Site Size	1.21 acres	1.38 acres		1.21 acres	
Gross Building Area Non-parking Parking		304,760 sf 186,265 sf		192,186 sf Total 130,166 sf 62,020 sf	
Residential Gross Building Area Amenity Area (lobby, indoor fitness, club, etc) Service Area (back of house service, trash, equip)		140,340 sf		109,230 sf Total 5,524 sf 5,422 sf	
Commercial Gross Building Area Service Areas (15%)		29,895 sf		20,936 sf Total 3,140 sf	
Commercial Gross Floor Area				17,796 sf	
Building Height	45 ft. and 4 stories	5-stories, 59'-0" (With parapet – 61'-6")		4-stories, 51'-0" (With parapet - 52'-6")	
Exception Required					
On-Site Parking					
Special Use Required: Parking on street level.	Commercial 2 spaces/1,000 sf	Required x 29,895 sf = 60 spaces	Provided 131 spaces	Required x 17,796 sf = 36 spaces	Provided 38 spaces
	Dwelling 1-BR - 1.25/unit 2-BR - 1.5/unit 3-BR - 2/unit	x 6 units = 8 spaces x 16 units = 24 spaces x 36 units = 72 spaces = 104 spaces	115 spaces	x 9 units = 12 spaces x 33 units = 50 spaces x 17 units = 34 spaces = 96 spaces	118 spaces
Residential Use Type - # of Units Apartment Rental Units Condominium Units Townhome Units Total**		36 15 7 58		59 0 0 59	
Residential Bedroom Size - # of Units Studio 1-bedroom + den 2-bedroom 3-bedroom		0 6 16 36		0 9 33 17	
Front Yard Setbacks (along Lincoln Ave.)	0 ft.	0 ft.		0 ft.at levels 1-3	
Corner Side Yard Setbacks (along Elm St.)	0 ft.	0 ft.		0 ft.at levels 1-3 11 ft. at level 4	
Side Yard Setback (along south property line)	0 ft. (3 ft.)***	24 ft.		0 ft. at ground level 10 ft. at levels 2-3 10 ft. at level 4	
Rear Yard Setback (along east property line)	10 ft.	0 ft.		0 ft. at ground level 10 ft. at level 2 20 ft. at levels 3-4	
4th Story Setback (along Lincoln Ave)	10 ft			10'-0" at level 4 5'-0" Above Residential Ent.	

Notes
* The development was approved for between 55 and 62 units.
** A side yard is not required, but where a side yard is provided, it must be a minimum of 3 ft.

DEVELOPMENT SUMMARY				
SITE AREA: 52,755 SF				
BUILDING AREA				
	GROSS	RENTABLE (RESIDENTIAL)	COMMERCIAL GFA	PARKING
LEVEL LL	48,612 SF	--	--	45,397 SF
LEVEL 01:	41,774 SF	--	17,796 SF	16,623 SF
LEVEL 02:	36,675 SF	28,719 SF	--	--
LEVEL 03:	35,265 SF	29,779 SF	--	--
LEVEL 04:	29,860 SF	25,686 SF	--	--
TOTAL:	192,186 SF	84,184 SF	17,796 SF	62,020 SF
AVERAGE UNIT SIZE: +/- 1,426 SF				
PARKING				
	RESIDENTIAL	COMMERCIAL	TOTAL	
LOWER LEVEL	118			
GROUND LEVEL		38		
TOTAL PROVIDED	118	38	156	
RATIO	2/UNIT	1.85/1,000 SF	167	

UNIT MATRIX						
	1 BED+	2 BED	2 BED +	3 BED	3 BED +	TOTALS
LEVEL 2	3	4	6	4	2	19
LEVEL 3	4	7	5	4	1	21
LEVEL 4	2	8	3	5	1	19
TOTALS	9	19	14	13	4	59



1

SITE PLAN

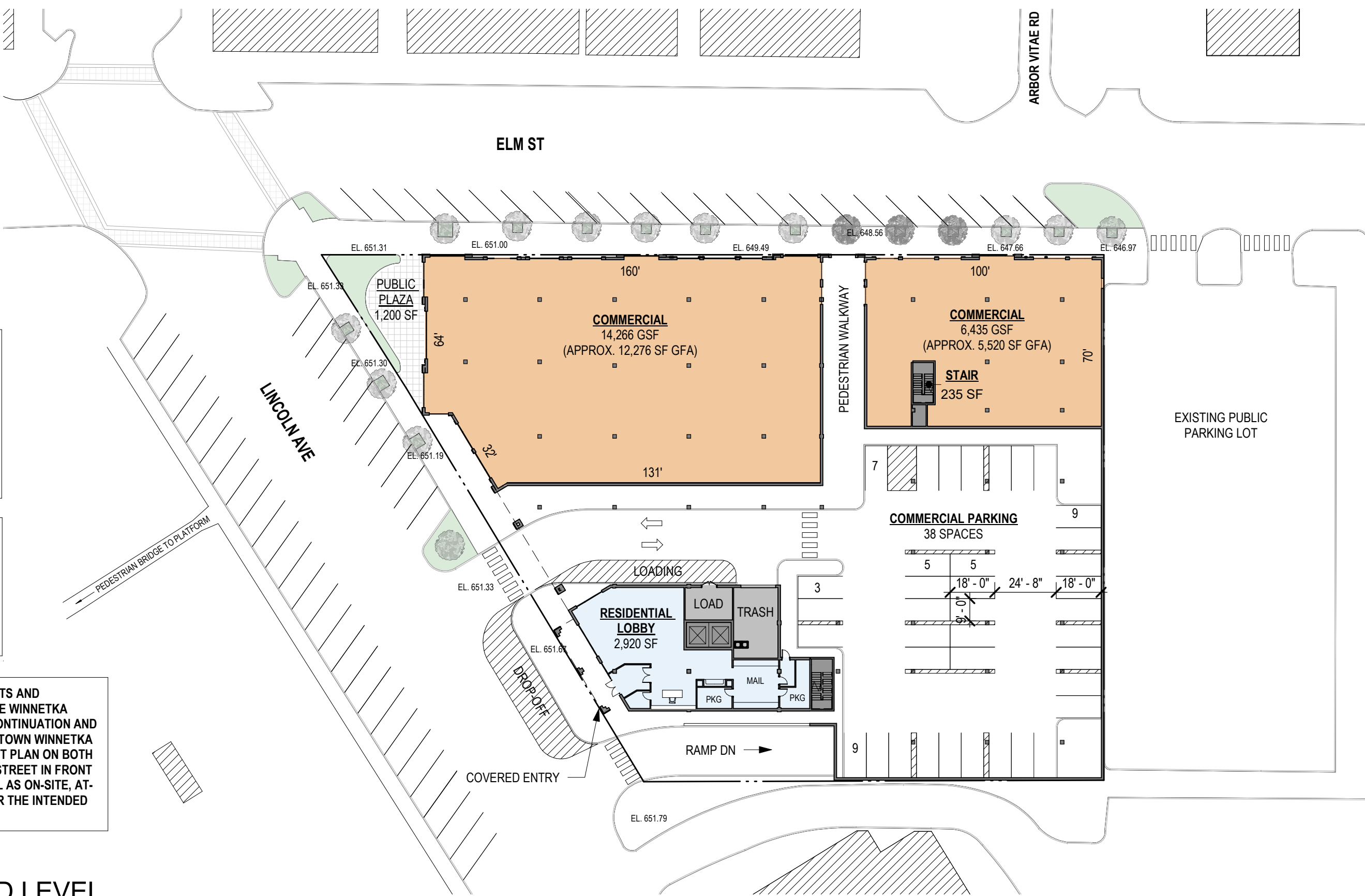
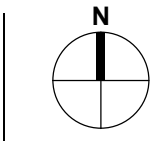
SCALE: 1" = 60'-0"

- REQUIRED EXCEPTIONS**
- FRONT SETBACK - MAXIMUM 3' (ALONG LINCOLN AVE)
 - BUILDING LOCATED IN REQUIRED REAR YARD. (ALONG EAST PROPERTY LINE.)

- SPECIAL USE REQUIRED**
- PARKING ON STREET (GROUND) LEVEL.
 - MEDICAL AND FINANCIAL SERVICES AT GROUND FLOOR.

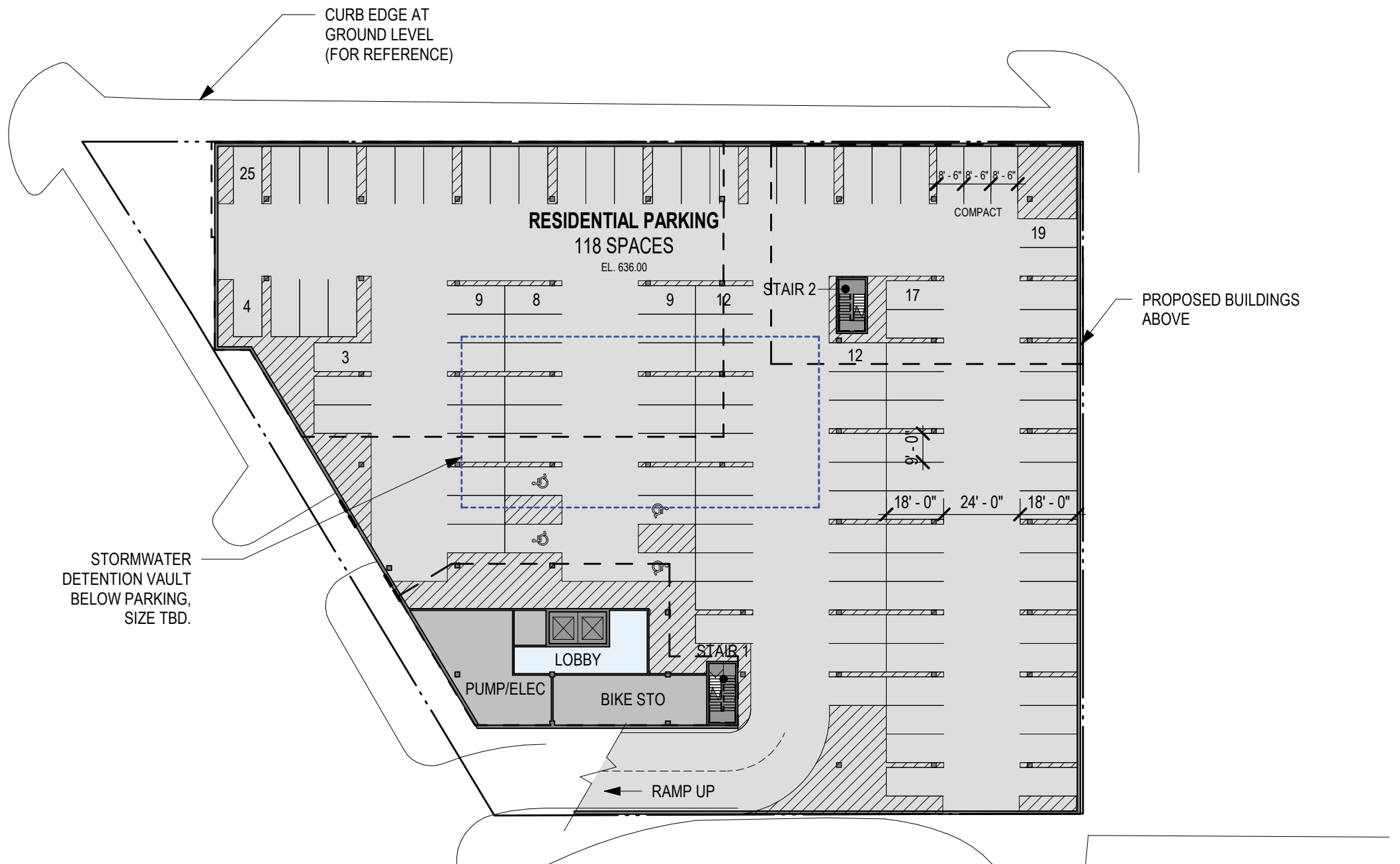
THE COMPENSATING BENEFITS AND CONTRIBUTIONS OF THIS ONE WINNETKA DEVELOPMENT WILL BE A CONTINUATION AND INTEGRATION OF THE DOWNTOWN WINNETKA STREETSCAPE IMPROVEMENT PLAN ON BOTH LINCOLN AVENUE AND ELM STREET IN FRONT OF OUR PROPERTY, AS WELL AS ON-SITE, AT-GRADE PUBLIC PARKING FOR THE INTENDED COMMERCIAL USES.

1 GROUND LEVEL
SCALE: 1" = 40'-0"



REQUIRED EXCEPTIONS

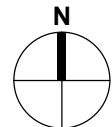
- LOWER LEVEL PARKING
IN REQUIRED REAR YARD.
(ALONG EAST PROPERTY LINE.)



1 LOWER LEVEL
SCALE: 1" = 40'-0"



OKW ARCHITECTS
600 W. Jackson, Suite 250
Chicago, IL 60661



ONE WINNETKA - MIXED USE DEVELOPMENT
ELM ST. & LINCOLN AVE., WINNETKA, IL
January 11, 2023 Project #: 21077

UNIT MATRIX						
	1 BED+	2 BED	2 BED +	3 BED	3 BED +	TOTALS
LEVEL 2	3	4	6	4	2	19
LEVEL 3	4	7	5	4	1	21
LEVEL 4	2	8	3	5	1	19
TOTALS	9	19	14	13	4	59

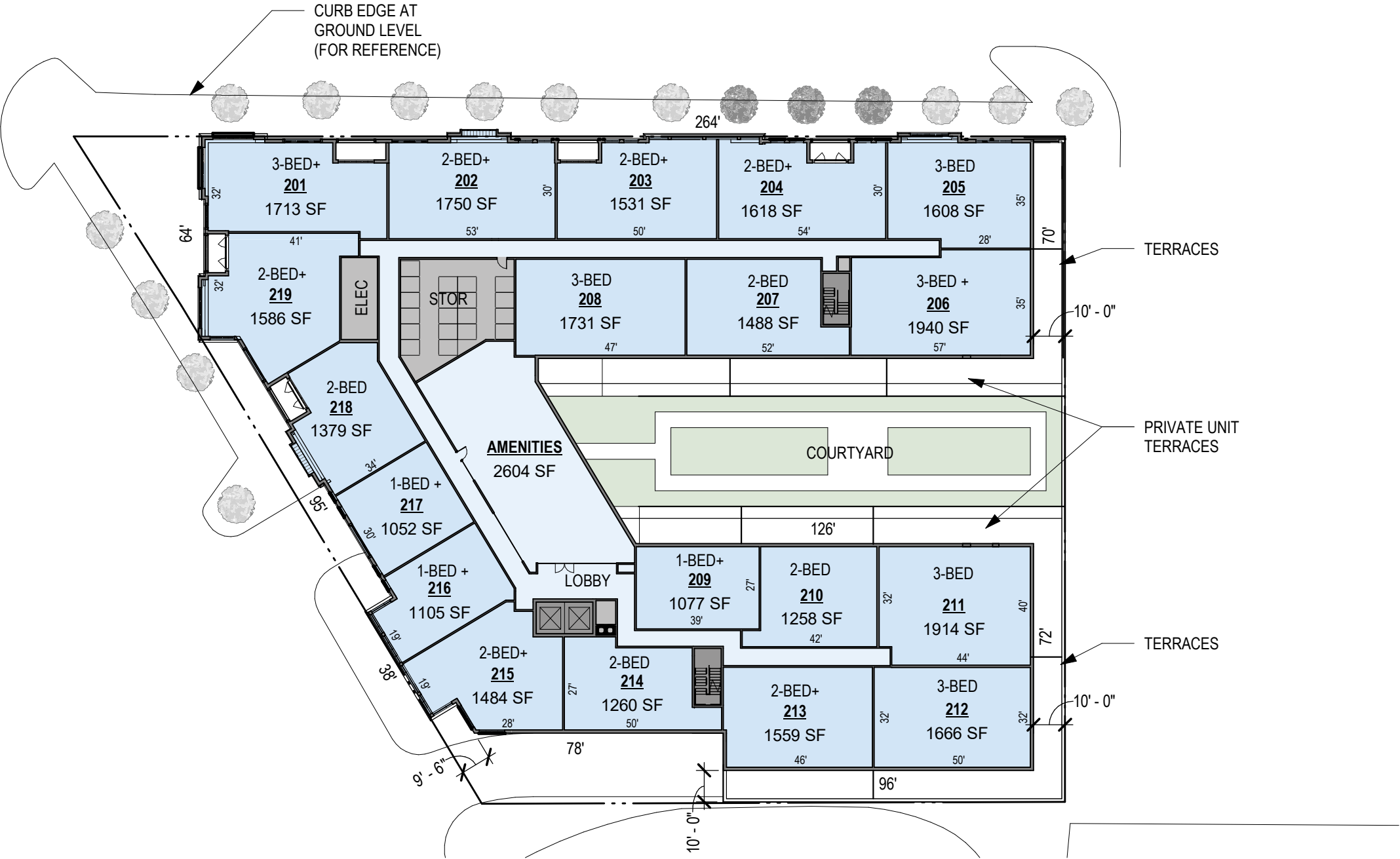
REQUIRED EXCEPTION

WHEN A SIDE YARD IS PROVIDED IT MUST BE AT LEAST 3' (ALONG SOUTH PROPERTY LINE)

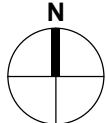
TERRACES WITHIN SIDE YARD AND REAR YARD SETBACKS AT LEVEL 2.

LICENSE AGREEMENT REQUIRED

BUILDING ELEMENTS APPEAR TO PROJECT OVER THE R.O.W. (ALONG ELM ST.)



1 LEVEL 2 - 36,675 SF (GROSS) - 19 UNITS (29,280 SF RENTABLE)
SCALE: 1" = 40'-0"



UNIT MATRIX						
	1 BED+	2 BED	2 BED +	3 BED	3 BED +	TOTALS
LEVEL 2	3	4	6	4	2	19
LEVEL 3	4	7	5	4	1	21
LEVEL 4	2	8	3	5	1	19
TOTALS	9	19	14	13	4	59

LICENSE AGREEMENT REQUIRED

BUILDING ELEMENTS APPEAR TO PROJECT OVER THE R.O.W. (ALONG ELM ST.)

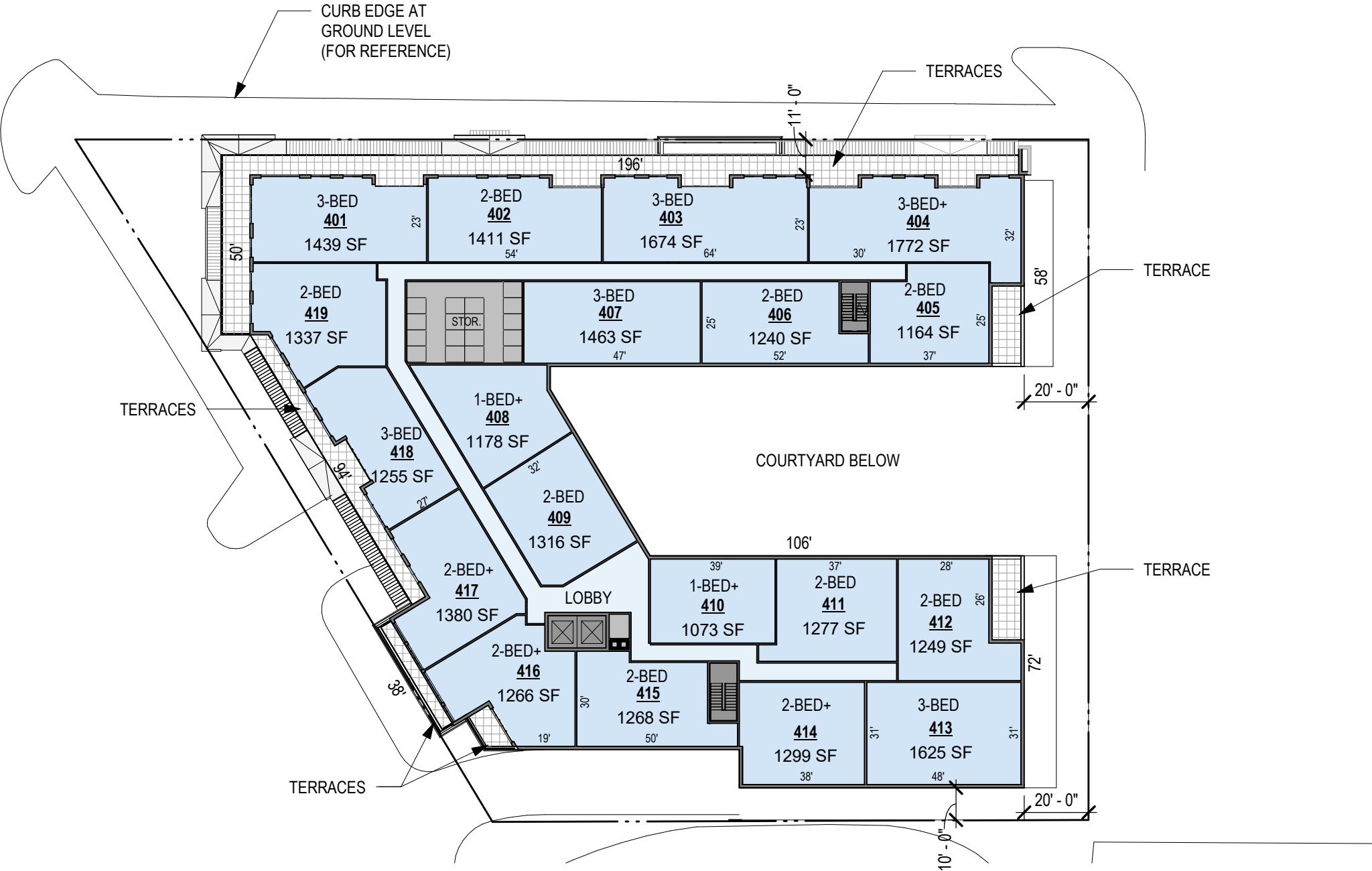


1 LEVEL 3 - 35,265 SF (GROSS) - 21 UNITS (30,270 SF RENTABLE)
SCALE: 1" = 40'-0"

UNIT MATRIX						
	1 BED+	2 BED	2 BED +	3 BED	3 BED +	TOTALS
LEVEL 2	3	4	6	4	2	19
LEVEL 3	4	7	5	4	1	21
LEVEL 4	2	8	3	5	1	19
TOTALS	9	19	14	13	4	59

REQUIRED EXCEPTION

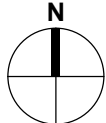
4TH FLOOR BUILDING MUST BE SET BACK 10' FROM FRONT PROPERTY LINE. (ALONG LINCOLN AVE.)



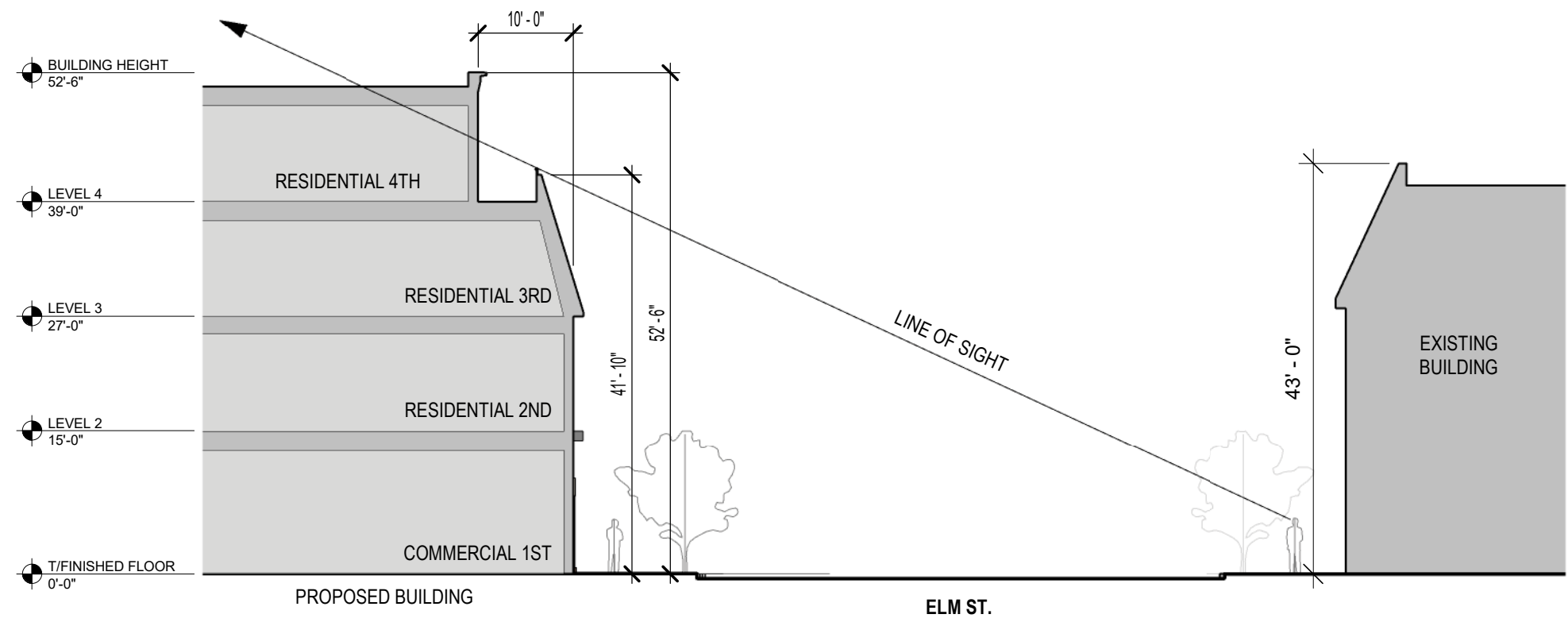
1 LEVEL 4 - 29,860 SF (GROSS) - 19 UNITS (25,690 SF RENTABLE)
SCALE: 1" = 40'-0"



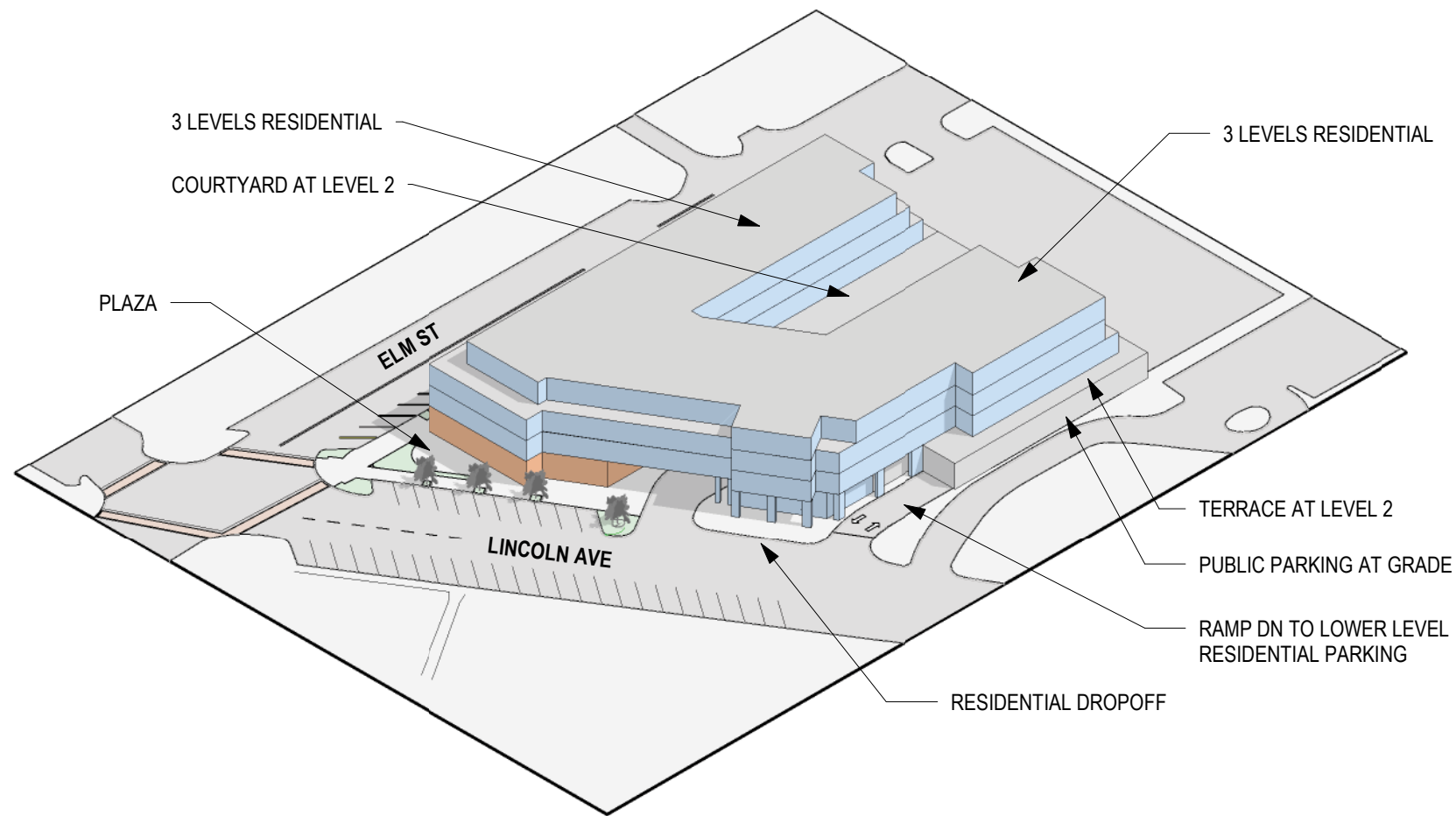
OKW ARCHITECTS
600 W. Jackson, Suite 250
Chicago, IL 60661



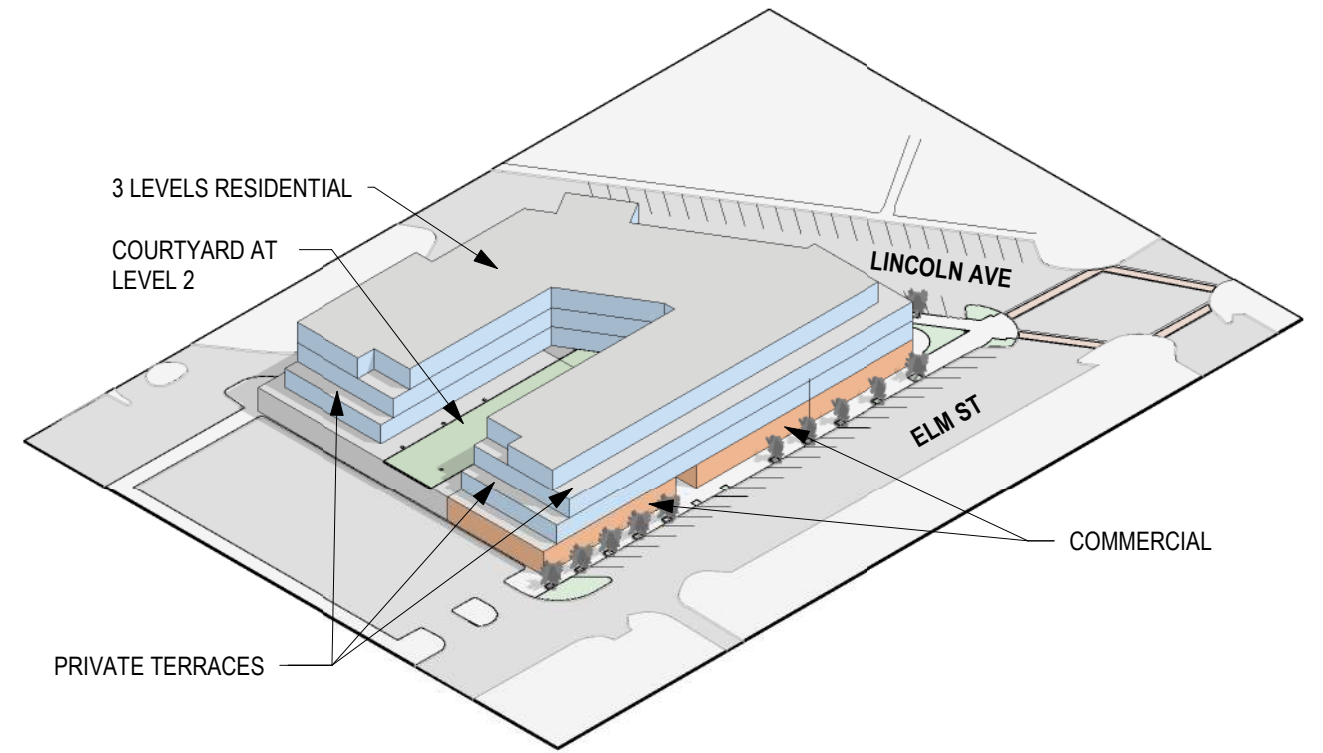
ONE WINNETKA - MIXED USE DEVELOPMENT
ELM ST. & LINCOLN AVE., WINNETKA, IL
January 11, 2023 Project #: 21077



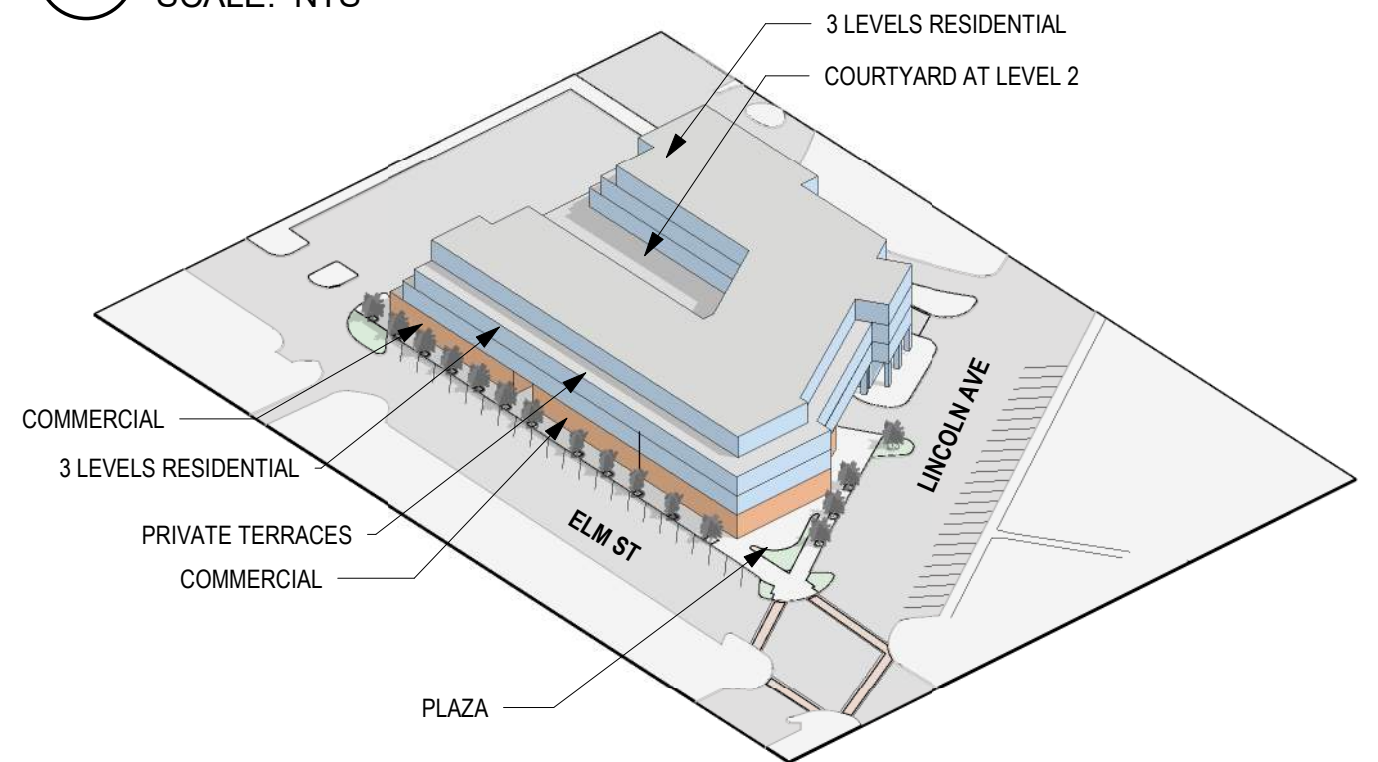
2 ELM ST. SECTION - FACING WEST
SCALE: 1/16" = 1'-0"



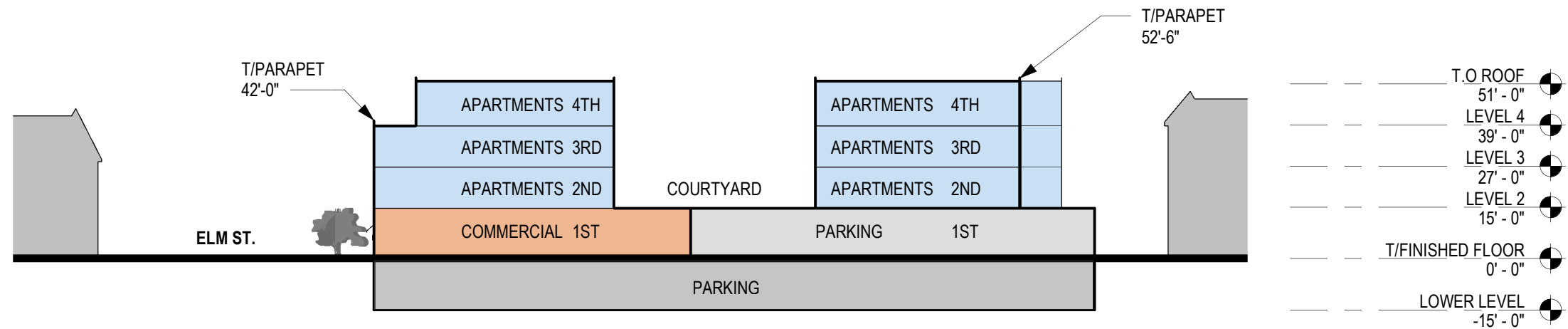
1 STACKING DIAGRAM - SOUTHWEST AXONOMETRIC
SCALE: NTS



2 STACKING DIAGRAM - NORTHEAST AXONOMETRIC
SCALE: NTS



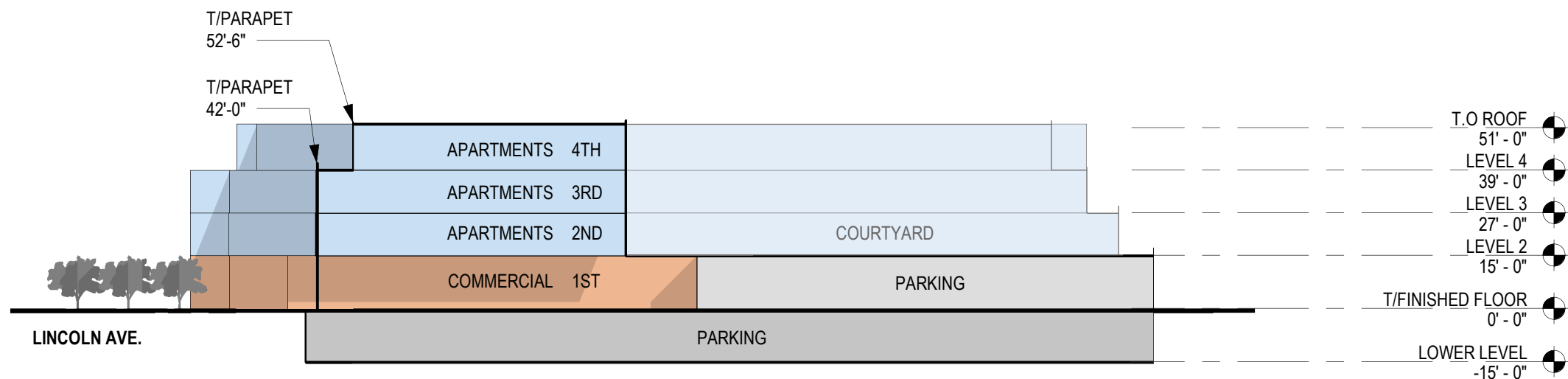
3 STACKING DIAGRAM - NORTHWEST AXONOMETRIC
SCALE: NTS



1 TRANSVERSE SECTION - FACING EAST
SCALE: 1" = 40'-0"

REQUIRED EXCEPTION

MAXIMUM HEIGHT
ALLOWED IS 45'



2 LONGITUDINAL SECTION - FACING NORTH
SCALE: 1" = 40'-0"

VIEW ALONG ELM ST. - FACING SOUTHEAST



VIEW AT CORNER OF ELM ST. & LINCOLN AVE.



OKW ARCHITECTS
600 W. Jackson, Suite 250
Chicago, IL 60661



ONE WINNETKA - MIXED USE DEVELOPMENT
ELM ST. & LINCOLN AVE., WINNETKA, IL
January 11, 2023 Project #: 21077

VIEW ALONG LINCOLN AVE. - FACING SOUTHEAST



OKW ARCHITECTS
600 W. Jackson, Suite 250
Chicago, IL 60661



ONE WINNETKA - MIXED USE DEVELOPMENT
ELM ST. & LINCOLN AVE., WINNETKA, IL
January 11, 2023 Project #: 21077



2 WEST ELEVATION
SCALE: 1" = 20'-0"



3 LINCOLN ELEVATION
SCALE: 1" = 20'-0"

BUILDING HEIGHT
52'-6"

LEVEL 4
39'-0"

LEVEL 3
27'-0"

LEVEL 2
15'-0"

HIGHEST NATURAL
GRADE
0'-9"

T/FINISHED FLOOR
0'-0"



1 NORTH ELEVATION
SCALE: 1" = 20'-0"

BUILDING HEIGHT
52'-6"

STRUCTURE HEIGHT = 55' - 10"

T/FINISHED FLOOR
-2'-0"

LOWEST NATURAL
GRADE
-3'-4"

BUILDING HEIGHT
52'-6"

LEVEL 4
39'-0"

LEVEL 3
27'-0"

LEVEL 2
15'-0"

T/FINISHED FLOOR
0'-0"



ENLARGED ELEVATION AT BREEZEWAY PORTAL



ENLARGED ELEVATION AT RESIDENTIAL ENTRY

PD-C 	VILLAGE OF WINNETKA, ILLINOIS DEPARTMENT OF COMMUNITY DEVELOPMENT PLANNED DEVELOPMENT CONCEPT PLAN APPLICATION
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This application addresses the first step of the Village's planned development public review process. Prior to submittal of this form and accompanying project details, an applicant is required to meet with the Community Development Department staff to discuss the planned development requirements and procedures.

Once this application is received, Village staff will schedule a presentation of the application materials to the Village Council at a regular Council meeting. The purpose of the concept plan presentation to the Council is to broadly acquaint the Village Council with the applicant's proposal and provide the applicant with any preliminary views or concerns that members of the Village Council may have at a time in the process when positions are still flexible, adjustment is still possible, and prior to the time when the applicant is required to expend the funds necessary to prepare the complete documentation required for a preliminary plan application.

At the meeting at which the concept plan application is considered, any member of the Village Council may make any comments, suggestions or recommendations regarding the concept plan application deemed necessary or appropriate by that member; provided, however, that no final or binding action shall be taken with respect to any concept plan application. Any views expressed in the course of the Village Council's review of any concept plan application shall be deemed to be only preliminary and advisory and only the individual views of the member expressing them. Nothing said or done in the course of such review shall be deemed to create, or to prejudice, any rights of the applicant or to obligate the Village Council, or any member of it, to approve or deny any preliminary plan application following full consideration thereof as required by this Code.

The following materials are the minimum required for the processing of a concept plan review by the Village of Winnetka's Village Council. There is no filing fee for the concept plan review; however, review of a submitted formal *preliminary planned development* application will require payment of a filing fee(s). If you have questions regarding the completion of this process contact the Community Development Department at (847) 716-3525.

Current Property Owner Information

Legal Name: RIC (Winnetka Lincoln), LLC

Primary Contact: Bill Ullicki

Address: 162 CUMBERLAND ST., SUITE 300

City, State, Zip: TORONTO, CANADA,

Phone No. 416 928 5126 MSR 3NS

Email: billullicki@romspen.com

Applicant Information

Legal Name: Murphy Development Group, LLC

Primary Contact: Deirdre Clein

Company: Murphy Real Estate Services

Address: 227 W Monroe, Suite 5040

City, State, Zip: Chicago, IL 60606

Phone No: 312.625.3383

Email: dclein@murphyres.com

Village of Winnetka
PLANNED DEVELOPMENT – CONCEPT PLAN REVIEW APPLICATION

Property Information *(if more than one parcel is involved in the request please include the information for all parcels)*

Site Location/Address: 714-740 Elm Street & 515 Lincoln Avenue, Winnetka, IL 60093

Parcel Identification Number(s) (PIN): 05-21-109-003, 05-21-109-017, 05-20-213-004, 05-20-213-005, 05-20-213-006

Dimensions and Size of Parcel(s): 211' x 193' x 236' x 317' | 50,810 SF

Current Zoning: C2 - General Retail Commercial, Retail Overlay

Current Use of the Property: Vacant retail/commercial building

Applicant's Current Interest in Property: Owner's Representative

REQUIRED MATERIALS FOR SUBMISSION

The Applicant must provide 1 hard copy and 1 electronic copy (.pdf), of the following information to Village staff at least two weeks prior to the Village Council meeting date. The Council meets on the 1st and 3rd Tuesdays of the month.

- ☐ If the Applicant is *not* the owner of the subject property, the current property owner must submit written authorization allowing the Applicant to pursue the requested action. This letter must be received by Village Staff prior to placing an item on the Village Council agenda. Authorization on file in Community Development.
- ☐ A sketch site plan drawn to scale showing the general layout of proposed buildings and land uses within the property, as well as the general location of vehicular parking and circulation areas and pedestrian circulation systems. Showing the context of the site plan in relationship to surrounding parcels and land uses as well as the adjacent street and sidewalk network would be helpful.
- ☐ A narrative describing the general scale, use and character of the proposed development, including the proposed categories of land uses for property. The narrative should also include a general outline of the project's overall building footprint, impermeable surface area and gross floor area, as well as a summary of the anticipated number and size of residential units and parking spaces for a residential development and the number, type and size of proposed uses, as well as anticipated parking areas for commercial developments;
- ☐ A general visual description or images of the architectural style of the proposed development;
- ☐ List of zoning and subdivision exceptions that the planned development requires for approval;
- ☐ The general location and extent of compensating benefits as required by Section 17.58.120 B; the following is a non-exclusive list: (1) the provision of community amenities for public use, such as plazas, malls, formal gardens, places to congregate, outdoor seating, and pedestrian facilities; (2) the preservation of existing historic features; (3) The dedication and provision of public open space and public recreational amenities, such as recreational open space, including accessory buildings, jogging trails, playgrounds, and similar recreational facilities; (4) the adaptive reuse of existing buildings; (5) the provision of public car and/or bike share facilities; (6) the provision of off-street public parking spaces; (7) the provision of affordable housing units; (8) the incorporation of building and site elements that enhance the environment and increase sustainability; and (9) the provision of uses, spaces, or infrastructure that provide a benefit to the public and which there is a demonstrated public need.
- ☐ The nature, scope and extent of public dedications, improvements or contributions to be provided by the applicant; and
- ☐ Applicant's qualifications to carry out the proposed development.

PD-C



VILLAGE OF WINNETKA, ILLINOIS

DEPARTMENT OF COMMUNITY DEVELOPMENT

**PLANNED DEVELOPMENT
CONCEPT PLAN APPLICATION**

This application addresses the first step of the Village's planned development public review process. **Prior to submittal of this form** and accompanying project details, an applicant is **required** to meet with the Community Development Department staff to discuss the planned development requirements and procedures.

Once this application is received, Village staff will schedule a presentation of the application materials to the Village Council at a regular Council meeting. The purpose of the concept plan presentation to the Council is to broadly acquaint the Village Council with the applicant's proposal and provide the applicant with any preliminary views or concerns that members of the Village Council may have at a time in the process when positions are still flexible, adjustment is still possible, and prior to the time when the applicant is required to expend the funds necessary to prepare the complete documentation required for a preliminary plan application.

At the meeting at which the concept plan application is considered, any member of the Village Council may make any comments, suggestions or recommendations regarding the concept plan application deemed necessary or appropriate by that member; provided, however, that no final or binding action shall be taken with respect to any concept plan application. Any views expressed in the course of the Village Council's review of any concept plan application shall be deemed to be only preliminary and advisory and only the individual views of the member expressing them. Nothing said or done in the course of such review shall be deemed to create, or to prejudice, any rights of the applicant or to obligate the Village Council, or any member of it, to approve or deny any preliminary plan application following full consideration thereof as required by this Code.

The following materials are the minimum required for the processing of a concept plan review by the Village of Winnetka's Village Council. There is no filing fee for the concept plan review; however, review of a submitted formal *preliminary planned development* application will require payment of a filing fee(s). If you have questions regarding the completion of this process contact the Community Development Department at (847) 716-3525.

Current Property Owner Information

Legal Name: Elm Street Pharmacy, LLC

Primary Contact: Mark Jacobs

Address: 636 Elm Street

City, State, Zip: Winnetka, IL 60093

Phone No. _____

Email: markjacobs736@gmail.com

Applicant Information

Legal Name: Murphy Development Group, LLC

Primary Contact: Deirdre Clein

Company: Murphy Real Estate Services

Address: 227 W Monroe, Suite 5040

City, State, Zip: Chicago, IL 60606

Phone No: 312.625.3383

Email: dclein@murphyres.com

Property Information *(if more than one parcel is involved in the request please include the information for all parcels)*

Site Location/Address: 736 Elm Street, Winnetka, IL 60093

Parcel Identification Number(s) (PIN): 05-20-213-004

Dimensions and Size of Parcel(s): 3,156 SF

Current Zoning: C2 - General Retail Commercial, Retail Overlay

Current Use of the Property: Commercial/vacant retail

Applicant's Current Interest in Property: Owner's Representative

REQUIRED MATERIALS FOR SUBMISSION

The Applicant must provide 1 hard copy and 1 electronic copy (.pdf), of the following information to Village staff at least **two weeks prior** to the Village Council meeting date. The Council meets on the 1st and 3rd Tuesdays of the month.

- ☐ If the Applicant is ***not*** the owner of the subject property, the **current property owner** must submit written authorization allowing the Applicant to pursue the requested action. This letter must be received by Village Staff prior to placing an item on the Village Council agenda. Authorization on file in Community Development.
- ☐ A sketch site plan drawn to scale showing the general layout of proposed buildings and land uses within the property, as well as the general location of vehicular parking and circulation areas and pedestrian circulation systems. Showing the context of the site plan in relationship to surrounding parcels and land uses as well as the adjacent street and sidewalk network would be helpful.
- ☐ A narrative describing the general scale, use and character of the proposed development, including the proposed categories of land uses for property. The narrative should also include a general outline of the project's overall building footprint, impermeable surface area and gross floor area, as well as a summary of the anticipated number and size of **residential** units and parking spaces for a residential development and the number, type and size of proposed uses, as well as anticipated parking areas for commercial developments;
- ☐ A general visual description or images of the architectural style of the proposed development;
- ☐ List of zoning and subdivision exceptions that the planned development requires for approval;
- ☐ The general location and extent of compensating benefits as required by Section 17.58.120 B; the following is a non-exclusive list: (1) the provision of community amenities for public use, such as plazas, malls, formal gardens, places to congregate, outdoor seating, and pedestrian facilities; (2) the preservation of existing historic features; (3) The dedication and provision of public open space and public recreational amenities, such as recreational open space, including accessory buildings, jogging trails, playgrounds, and similar recreational facilities; (4) the adaptive reuse of existing buildings; (5) the provision of public car and/or bike share facilities; (6) the provision of off-street public parking spaces; (7) the provision of affordable housing units; (8) the incorporation of building and site elements that enhance the environment and increase sustainability; and (9) the provision of uses, spaces, or infrastructure that provide a benefit to the public and which there is a demonstrated public need.
- ☐ The nature, scope and extent of public dedications, improvements or contributions to be provided by the applicant; and
- ☐ Applicant's qualifications to carry out the proposed development.



JOHN T. MURPHY

CHAIRMAN & CEO

Recognized as one of the leading real estate experts in Chicago for his development, advisory, and management skills, John T. Murphy has been a prominent member of the real estate industry since 1989. As Chairman and Chief Executive Officer of Murphy Real Estate Services, John provides leasing and development services and serves as a principal and advisor to institutional clients and investors. He also leads development initiatives and has been involved in various equity syndications for the acquisition and repositioning of assets across the United States.

As a principal and owner, John has been involved in and led the development and repositioning of several million square feet of developments throughout the Midwest and East Coast. Currently, John is developing a seven-story office complex for Michigan State University in Grand Rapids and is leading

the redevelopment of Old Cook County Hospital, a five-phase, \$1 billion project located in the world-renowned Illinois Medical District. Most recently, John completed The Paragon, a 500-unit apartment tower, located at 1326 S. Michigan in Chicago's South Loop and Cambria Hotels & Suites in Milwaukee, WI. Upcoming projects include two office towers, totaling one million square feet, located at 301 and 321 S. Wacker Drive in Chicago. Other notable accomplishments include Lincoln Park 2550, a prestigious three-tower, 228-unit luxury condominium development in Chicago's Lincoln Park neighborhood, the Hyatt Chicago "The Loop," a \$71 million redevelopment of 100 W. Monroe, transformation of a 131,000 square foot historic office high-rise in Chicago into a 257-room, full-service hotel, the 86,000 square foot redevelopment of the Chicago Motor Club building at 68 E. Wacker into a 143-room, select-service Hampton Inn, and a 237,000 square foot redevelopment of the Oriental Theater Building at 32 W. Randolph into the Cambria Hotel Chicago Loop. He is also actively involved in the development of a 206-acre private marina and beach resort on Lake Erie in Ohio

Over the years, Mr. Murphy has also brokered high-profile properties such as the development site at 155 N. Wacker and 200 W. Jackson. Other notable past achievements include successfully leasing several Chicago properties such as the Citadel Center, 200 N. LaSalle, and 230 W. Monroe.

EDUCATION

Advanced Real Estate Management & Analytics, Harvard Business School

Bachelors Degree, John Carroll University

ACHIEVEMENTS

- Licensed real estate broker in the state of Illinois
- Featured in Real Estate Chicago Magazines' 40 Under 40 List, Wall Street Journal, Chicago Tribune, Chicago Sun-Times and Crain's
- Chicago Architectural Foundation Trustee Award
- Illinois Real Estate Journal's Broker All-Stars Award

ACTIVE INVOLVEMENT

- Building Owners & Managers Association (BOMA)
- Board Member of Peggy Notebaert Nature Museum
- Executive Club of Chicago
- Urban Land Institute (ULI)
- Co-chair of buildOn (formerly Building with Books)

CLIENT SAMPLING

- General Electric Pension Trust
- New York Private Bank and Trust
- AON
- Chase
- Eurohypo
- MassMutual
- Cornerstone Real Estate Advisors LLC





CHRIS HORNEY

MANAGING DIRECTOR

Chris Horney joined Murphy Real Estate Services in 2013 and currently serves as the company's Managing Director. Chris brings a breadth of real estate and finance experience to the role, including real estate/asset investment analysis and development execution. Chris leads the development team by analyzing and underwriting commercial real estate development and acquisition opportunities and is actively involved in the execution of all development projects. Chris also oversees and supports the firm's business operations, including financial planning and budgeting, staff development and overall business strategy.

Chris is involved in the day-to-day management and oversight of the firm's development initiatives, such as the redevelopment of the Old Cook County Hospital and the ground-up development of a seven-story office complex for Michigan State University in Grand Rapids . Most recently, Chris completed The Paragon, a 500-unit luxury apartment building at 1326 S. Michigan and the ground-up development of a 132-key Cambria Hotel in downtown Milwaukee. Other projects include the Hyatt Centric "The Loop" Chicago, a redevelopment of Class C office into a 257-key hotel, the award-winning redevelopment of the landmark Chicago Motor Club into a 143-key Hampton Inn, the ground-up development of a 276-key Holiday Inn on the Cleveland Clinic Campus, and the redevelopment of the Oriental Theater Building in Chicago into a 199-key Cambria Hotel.

Additionally, Chris is a LEED-accredited professional, and a member of both the Economic Club of Chicago and Young Real Estate Professionals, and is the Treasurer of Purdue Sigma Chi House Corporation. Prior to joining Murphy Real Estate Services, Chris held roles at Inland American, Hersha Hospitality Trust, and Barton Malow.

EDUCATION

- Masters in Business Administration, Harvard Business School
- Bachelor of Science, Purdue University

ACHIEVEMENTS

- LEED Accredited Professional

ACTIVE INVOLVEMENT

- Director on Purdue Sigma Chi House Corporation Board
- Member, Economic Club of Chicago
- Member, Young Real Estate Professionals



DEIRDRE CLEIN

DEVELOPMENT ASSOCIATE

Deirdre Clein joined Murphy Real Estate Services in 2021 and currently serves as a development associate. Deirdre oversees the project management of Murphy Real Estate Service’s development branch, including renovation and new construction projects in the hospitality, mixed-use, and residential sectors. Deirdre manages projects from the due diligence phase through design, construction, and close out. Deirdre has experience ranging across project and construction management, financial modeling and budgets, land use planning, zoning and entitlements, contracts, leases, utility coordination/upgrades, and has worked on developments both in the US and internationally.

Deirdre is involved in the day-to-day project management and oversight of Chicago-based development projects, including the renovation of the 521-key Holiday Inn Mart Plaza into a dual-branded hotel and the Cook County Health Phase 1A2 – Harrison Square Apartment project. Prior to joining Murphy RES, Deirdre was the Director of Development for Albion Residential and managed multiple ground-up and value-add multi-family projects throughout the greater Midwest region. Deirdre also previously worked for Project Management Advisors, overseeing multiple tenant improvement buildouts for a Fortune 500 tech company throughout North and South America.

Additionally, Deirdre serves on the Tulane School of Architecture Alumni Council, working with the dean and helping to influence a range of initiatives at her alma mater.

EDUCATION

- Master of Sustainable Real Estate Development, Tulane University
- Bachelor of Arts, University of Michigan

ACTIVE INVOLVEMENT

- Tulane School of Architecture Alumni Council

ATTACHMENT 3

One Winnetka Comparison – 12/2021 Concept Plan, 10/2022 Concept Plan & Current Concept Plan

	12/2021 Proposed Concept Plan	10/2022 Proposed Concept Plan	Current Proposed Concept Plan
Development Site Size	1.10 acres	1.10 acres	1.21 acres
Gross Building Area	191,290 sf	177,191 sf	192,186 sf
Non-Parking (Residential + Commercial Gross Bldg Area)	127,315 sf	113,216 sf	130,166 sf
Parking Area	63,975 sf	63,975 sf	62,020 sf
Residential Gross Building Area	109,315 sf	94,416 sf	109,230 sf
Amenity Area (lobby, indoor fitness, club, etc.)	5,530 sf	5,530 sf	5,524 sf
Service Area (back of house service, trash, equip)	2,180 sf	2,180 sf	5,422 sf
Commercial Gross Building Area	18,000 sf	18,800 sf	20,936 sf
Gross Floor Area for Parking Calculations	Not provided	Not provided	17,796 sf
Service Areas	Not provided	Not provided	3,140 sf
Building Height (<i>Exception Required</i>)	5-stories, 64'-0" (no parapet) (with parapet – 64'-6")	4-stories, 51'-0" (no parapet) (with parapet – 52'-6")	4-stories, 51'-0" (no parapet) (with parapet – 52'-6")
Parking Spaces			
<u>On-Site Parking</u>			
Ground Level (commercial use) (<i>Special Use Required</i>)	43 spaces	39 spaces	38 spaces
Lower Level (residential use)	115 spaces	116 spaces	118 spaces
On-Site Parking Total	158 spaces	155 spaces	156 spaces
<u>Off-Site Parking</u>			
Lincoln Avenue Surface (*) (shopper use)	33 spaces	33 spaces	33 spaces
Lincoln Avenue Surface (*) (commuter use)	18 spaces	18 spaces	18 spaces
East Parking Garage/Lot (shopper and/or employee use)	63 spaces	63 spaces	63 spaces
East Elm – South Side Only (shopper use)	18 spaces	18 spaces	18 spaces
Off-Site Parking Total	132 spaces	132 spaces	132 spaces
Total On-Street & Off-Street Parking	290 spaces	287 spaces	288 spaces
Residential Use Type - # of Units			
Apartment Rental Units	74	48	59
Condominium Units	0	0	0
Townhome Units	0	0	0
Total (Approved for up to 62 Units)	74	48	59
Residential Bedroom Size - # of Units			
Studio	0	0	0
1-bedroom	17	0	9
2-bedroom	46	36	33
3-bedroom	11	12	17
Front Yard Setbacks (along Lincoln Ave.) (<i>Exception Required</i>)	> 3 ft	> 3 ft	>3 ft
Corner Side Yard Setbacks (along Elm St.) (<i>R-O-W License Agreement Required</i>)	0 ft (architectural elements project over property line)	0 ft (architectural elements project over property)	0 ft (architectural elements project over property)
Front Yard Setbacks at 4th Level & Higher (along Elm St.) (along Lincoln Ave.) (<i>Exception Required</i>)	>10 ft along Elm < 10 ft along Lincoln	>10 ft along Elm < 10 ft along Lincoln	>10 ft along Elm < 10 ft along Lincoln
Side Yard Setback (along south property line) (<i>Exception Required</i>)	0 ft lower & 1 st levels >0 but less than 3 ft at 2 nd level	0 ft lower & 1 st levels >0 but less than 3 ft at 2 nd level	0 ft lower & 1 st levels >0 but less than 3 ft at 2 nd
Rear Yard Setback (along east property line) (<i>Exception Required</i>)	< 10 ft	< 10 ft	< 10 ft

* Staff assumption: Lincoln Avenue numbers include parking spaces located between Elm Street & Oak Street, except the 10 existing spaces located along the east side of Lincoln Avenue adjacent to 711 Oak. Also assumes for the unaltered parking areas the current parking configuration and use would remain.