



Village of Winnetka

Village Council Regular Meeting

May 16, 2023 at 7:00 PM
Village Hall
510 Green Bay Road

AGENDA

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Quorum**
 - a. June 6, 2023 Regular Meeting
 - b. June 13, 2023 Study Session
 - c. June 20, 2023 Regular Meeting
4. **Public Comments**
5. **Reports**
6. **Establishment of Consent Agenda**
7. **Approval of Consent Agenda**
 - a. Approval of Village Council Minutes
 - i. May 2, 2023 Regular Meeting
 - b. Approval of Warrant List Dated April 21, 2023 - May 4, 2023
 - c. Resolution No. R-53-2023: Awarding a Contract to Scientel Solutions, LLC for Upgrade and Expansion of the Village's Security and Door System (Adoption)
 - d. Resolution No. R-54-2023: Approving an Amendment to an Intergovernmental Agreement with the Winnetka Park District Related to the North of Willow Road Stormwater Project (Adoption)
 - e. Resolution No. R-55-2023: Approving a Contract with Hoerr Construction, Inc. for Sewer Relining Work (Adoption)
 - f. Resolution No. R-56-2023: Approving a Contract with American Underground Inc. for Sanitary Sewer Inspection Services (Adoption)
 - g. Approval of Additional Annual Outdoor Seating Area Permits (Adoption)

NOTICE

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

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

8. Ordinances and Resolutions

- a. Ordinance No. M-08-2023: Granting a Special Use Permit, Variations from the Winnetka Zoning Ordinance, and a Certificate of Appropriateness for the Construction of a New Mixed-Use Building Within the C-2 General Retail Commercial District - 564 Green Bay Road - Engel & Volkers (Introduction)

9. Old Business

10. New Business

11. Appointments

12. Closed Session

13. Adjournment

**MINUTES
WINNETKA VILLAGE COUNCIL
REGULAR MEETING
May 2, 2023**

(Approved: xx)

A record of a legally convened regular meeting of the Council of the Village of Winnetka, which was held at the Council Chambers on Tuesday, May 2, 2023, at 7:00 PM.

- 1) Call to Order. President Rintz called the meeting to order at 6:59 PM. Village Manager Rob Bahan called the roll. Present: Trustees Rob Apatoff, Andy Cripe, Tina Dalman, Robert Dearborn, Kim Handler and John Swierk. Absent: None. Also present: Deputy Village Clerk Berina Gradjan, Assistant Village Manager Kristin Kazenas, Village Attorney Peter Friedman, Water & Electric Director Brian Keys, and approximately 20 persons in the audience.
- 2) Pledge of Allegiance. Trustee Swierk led the group in the Pledge of Allegiance.
- 3) Quorum.
 - a) May 9, 2023 Study Session All of the Council members present said they expect to attend, with the exception of President Rintz.
 - b) May 16, 2023 Regular Meeting All of the Council members present said they expect to attend.
 - c) June 6, 2023 Regular Meeting All of the Council members present said they expect to attend.
- 4) Public Comment. None.
- 5) Reports:
 - a) Trustees. Trustee Handler states that the community will have opportunities to interact with Council members at the Farmer's Market.
 - b) Attorney. None.
 - c) Manager. None.
 - d) Village President. President Rintz addresses statements made by the Winnetka Park District regarding beachfront improvements at Elder and Centennial. President Rintz will provide a full statement on the stormwater installation at Elder beach at the upcoming Village Council meeting.
- 6) Establishment of the Consent Agenda.

Trustee Cripe, seconded by Trustee Swierk, moved to approve the Consent Agenda. By voice vote, the motion carried.
- 7) Approval of the Consent Agenda
 - a) Approval of Village Council Minutes.
 - i) April 3, 2023 Regular Meeting

- ii) April 11, 2023 Study Session
- iii) April 18, 2023 Regular Meeting
- b) Approval of Warrant List dated April 7, 2023 – April 20, 2023 in the amount of \$756,919.23.
- c) Resolution No. R-48-2023: Approving a Collective Bargaining Agreement with the International Union of Operating Engineers, Local 150 Public Employees Division (Adoption)

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

8) Ordinances and Resolutions. None.

9) Old Business. None.

10) Adjournment Sine Die.

Trustee Dearborn, seconded by Trustee Apatoff, moved to adjourn the meeting. By roll call vote, the motion carried. Ayes: Trustees Apatoff, Cripe, Dalman, Dearborn, Handler, and Swierk. Nays: None. Absent: None. The meeting adjourned at 7:05 PM

11) Village Clerk's Report: Election Results

Village Manager Bahan reported the results of the April 4, 2023 election: Christopher Rintz was elected Village President; and Kirk Albinson, Robert Dearborn, and Bridget Orsic, were elected Village Trustees.

12) Village Clerk to Administer Oath of Office to Village President Christopher Rintz, Trustee Robert Dearborn, Trustee Bridget Orsic, and Trustee Kirk Albinson

Village Manager Bahan administered the Oath of Office to the newly elected Village officials.

13) Call the New Council to Order and Roll Call.

President Rintz reconvened the meeting at 7:13 PM. Village Manager Bahan called the roll. Present: Trustees Kirk Albinson, Robert Apatoff, Tina Dalman, Robert Dearborn, Kim Handler, and Bridget Orsic. Absent: None. Also present: Deputy Village Clerk Berina Gradjan, Assistant Village Manager Kristin Kazenas, Village Attorney Peter Friedman, Water & Electric Director Brian Keys, and approximately 20 persons in the audience.

14) Public Comment.

15) Ordinances and Resolutions.

a) Resolution No. R-49-2023: Trustee Swierk Commendation (Adoption)

President Rintz read aloud the Resolution thanking Trustee John Swierk for his service to the Village of Winnetka. Trustee Swierk reflects on his time serving as a Trustee and is thankful for the opportunity to help advance the Village.

Members of Council commend Trustee Swierk for his service and dedication to the Village.

Trustee Apatoff, seconded by Trustee Dalman, moved to adopt Resolution No. R-49-2023. By roll call vote, the motion carried. Ayes: Trustees Albinson, Apatoff, Dalman,

Dearborn, Handler, and Orsic. Nays: None. Absent: None.

b) Resolution No. R-50-2023: Trustee Cripe Commendation (Adoption)

President Rintz read aloud the Resolution thanking Trustee Andy Cripe for his service to the Village of Winnetka. Trustee Cripe reflects on his time serving as a Trustee and hopes that Council will continue to serve with passion and dedication to the Village.

Members of Council commend Trustee Cripe for his service and dedication to the Village.

Trustee Dalman, seconded by Trustee Apatoff, moved to adopt Resolution No. R-50-2023. By roll call vote, the motion carried. Ayes: Trustees Albinson, Apatoff, Dalman, Dearborn, Handler, and Orsic. Nays: None. Absent: None.

c) Resolution No. R-51-2023: Approving a Contract with Maple Cable Construction, Inc. for Directional Boring Work (Adoption)

Water & Electric Director Brian Keys addresses Council regarding a contract with Maple Cable Construction, Inc, for the installation of conduit and equipment pads for electrical distribution system.

Council discusses matters regarding competitive bidding, costs and funding related to the Water & Electric budget. With fluctuation in project costs, Brian Keys confirms that should projected costs be over the anticipated budget, Council will be able to reconsider the costs and expenses at a later date.

Trustee Albinson, seconded by Trustee Dearborn, moved to adopt Resolution No. R-51-2023. By roll call vote, the motion carried. Ayes: Trustees Albinson, Apatoff, Dalman, Dearborn, Handler, and Orsic. Nays: None. Absent: None.

16) New Business. None.

17) Appointments.

a) Resolution No. R-52-2023: Appointing a Director and Alternate Director to the Solid Waste Agency of Northern Cook County (Adoption)

The Solid Waste Agency of Northern Cook County requires its member communities to appoint board members by Resolution every other year. President Rintz and Village Manager Bahan will continue to serve on SWANCC's Board of Directors. Additionally appointed is Assistant Public Works Director Erik Jensen. Mr. Jensen will attend the SWANCC Board meetings as the Village's non-voting delegate.

Trustee Apatoff, seconded by Trustee Dalman, moved to adopt Resolution No. R-52-2023. By voice vote, the motion carried.

a) Appoint Gregory A. Frezados to a full term on the Environmental & Forestry Commission – his term will expire on May 3, 2026.

Trustee Albinson seconded by Trustee Dalman, moved to appoint Gregory A. Frezados to a full term on the Environmental & Forestry Commission. His term will expire on 5/3/2026. By voice vote, the motion carried.

- b) Appoint current Plan Commission member, Layla Danley, to a full term as Plan Commission Chair – her term will expire on September 21, 2024.

Trustee Orsic seconded by Trustee Dalman, moved to appoint Layla Danley to a full term as Plan Commission Chair. Her term will expire on 9/21/2024. By voice vote, the motion carried.

- c) Approval of Council Organizational Assignments for 2023 – 2024.

Trustee Handler seconded by Trustee Apatoff, moved to approve the Council Organizational Assignments for 2023 – 2024. By voice vote, the motion carried.

18) Closed Session.

- 19) Adjournment. President Rintz asks for call to adjourn. Trustee Dearborn, seconded by Trustee Orsic, moved to adjourn the meeting. By voice vote, the motion carried. The meeting adjourned at 8:00 pm.

Recording Secretary



Agenda Item Executive Summary

TITLE: Approval of Warrant List Dated April 21, 2023 - May 4, 2023

PRESENTER: Robert M. Bahan

AGENDA DATE: May 16, 2023

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

None.

EXECUTIVE SUMMARY:

The Warrant List Dated April 21, 2023 - May 4, 2023

RECOMMENDATION:

Consider approving the Warrant List dated April 21, 2023 - May 4, 2023

ATTACHMENTS:

None



Agenda Item Executive Summary

TITLE: Resolution No. R-53-2023: Awarding a Contract to Scientel Solutions, LLC for Upgrade and Expansion of the Village's Security and Door System (Adoption)

PRESENTER: Erik Jensen

AGENDA DATE: May 16, 2023

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

As part of the Fiscal Year 2023 budget, funding has been allocated for the software upgrade and expansion of the existing fob access system utilized at Village Hall, the Police Department and the Fire Department to cover Building A at the Municipal Yards.

EXECUTIVE SUMMARY:

In 2014, the Village installed a fob access door control system at Village Hall, the Police Department and the Fire Department. This system, which consists of Kantech software and infrastructure, allows staff to limit access to individual doors in each facility based on the permissions of an individual staff member or contractor. This improves security at each site and ensures that only authorized individuals can enter restricted areas. Additionally, in the event of an emergency, the system can be utilized to lock down individual doors or an entire facility as necessary.

In 2022, staff identified the need to upgrade the existing Kantech software to ensure continued technical support and enhance the security of the product, as well as complete the replacement of an aged fob reader at the Police Department. Simultaneously, after a few incidents of individuals gaining unauthorized entry into Building A (the primary office and warehouse facility) at the Yards occurred, staff began working on a scope of work to expand the existing Kantech system to cover portions of the facility. Ultimately, staff elected to combine these two projects in an attempt to lower the cost and achieve a better economy of scale.

In December 2022, after working with a representative from Johnson Controls (the current owner of Kantech), staff created and issued a request for proposals (RFP) document for the combined scope of work. After initially receiving no responses, staff approached Kantech and re-issued the RFP to four local manufacturer-certified contractors. On Monday, April 10, three contractors completed the optional walkthrough for the project, and on Wednesday, April 19, the Village received one proposal from Scientel Solutions LCC of Aurora, Illinois ("Scientel") in the amount of \$39,528.15.

Although the Village has not previously contracted with Scientel, its references were positive, and the lead engineer for the project has approximately 14 years of experience with Kantech products. For these reasons, staff is confident the contractor can successfully complete the work as specified.

As part of the Fiscal Year 2023 budget, \$45,000 was included for this project in Account No. 100.30.01-570 (Facility Repair and Maintenance).

Based on these factors, staff recommends awarding the agreement for the Kantech system upgrade and expansion to Scientel Solutions, LLC.

Resolution No. R-53-2023, prepared by the Village Attorney, authorizes the Village President to execute and the Village Clerk to attest a contract with Scientel Solutions, LLC for the Kantech system upgrade and expansion.

RECOMMENDATION:

Consider adopting Resolution No. R-53-2023, approving an agreement with Scientel Solutions, LLC of Aurora, Illinois for the upgrade and expansion of the Kantech fob access system.

ATTACHMENTS:

1. Resolution No. R-53-2023: Awarding a Contract to Scientel Solutions, LLC for Upgrade and Expansion of the Village's Security and Door System

RESOLUTION NO. R-53-2023

**A RESOLUTION AWARDING A CONTRACT TO SCIENTEL SOLUTIONS, LLC
FOR UPGRADE AND EXPANSION OF
THE VILLAGE'S SECURITY AND DOOR SYSTEM**

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 a security and door control access system ("***System***"); and

WHEREAS, the Village desires to upgrade and expand ("***Expansion***") the System ("***System***"); and

WHEREAS, on March 22, 2023, the Village issued Bid #023-011 ("***Request for Bids***") for a company to provide the Expansion to the System; and

WHEREAS, Scientel Solutions, LLC of Aurora, IL ("***Vendor***") was the only bidder to provide the Expansion of the System; and

WHEREAS, the Vendor has agreed to provide the Expansion of the System for a price not to exceed of \$39,528.15 ("***Agreement***")

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 Vendor;

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

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

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

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

SECTION 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.

May 16, 2023

R-53-2023

ADOPTED this 16th day of May, 2023, pursuant to the following roll call vote:

AYES:

NAYS:

ABSENT:

ABSTAIN:

Signed

Village President

Countersigned:

Village Clerk

May 16, 2023

R-53-2023

EXHIBIT A

May 16, 2023

R-53-2023



Village of Winnetka, Illinois

510 Green Bay Road
Winnetka, IL 60093

Phone: (847) 501-6000 Fax: (847) 446-1139
General Email: avasquez@winnetka.org

REQUEST FOR BIDS:	#023-011	BID ISSUE DATE: 03/22/2023
BID DESCRIPTION:	KANTECH SYSTEM UPGRADE AND EXPANSION	
BID OPENING DATE:	04/19/23	BID OPENING TIME: 11:00AM
SUBMIT 1 ORIGINAL BID PACKAGE PLUS 2 COPIES		

BID RESPONSES MUST BE RECEIVED AND TIME STAMPED NO LATER THAN THE PUBLIC BID OPENING DATE AND TIME (LOCAL TIME) SPECIFIED ABOVE. BIDS WILL BE OPENED AND READ ALOUD AT THAT TIME AT THE LOCATION INDICATED IN THE BID DOCUMENT. LATE BIDS WILL NOT BE CONSIDERED.

TO ALL PROSPECTIVE BIDDERS:

You are hereby requested to submit your bid for the item(s) or service(s) to be furnished and delivered, shipped F.O.B. delivered, to the address specified herein.

The original bid package and the required number of copies must be received in a sealed envelope that has your name and address in the upper left corner and the bid number and name on the lower left corner. All bids are subject to staff analysis. The Village of Winnetka reserves the right to accept or reject any and all bids received and waive any and all technicalities.

Bids must be delivered and time stamped, prior to the public bid opening date and time to:	VILLAGE OF WINNETKA FINANCE DEPARTMENT 510 GREEN BAY ROAD WINNETKA, ILLINOIS 60093
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Any communication regarding this request between the date of issue and date of award is required to go through the Bid Coordinator or the Buyer listed below (or, in the Buyers absence, the Assistant Finance Director).

Unauthorized contact with other Village of Winnetka staff or officers is strictly forbidden.

BUYER:	Anthony Vasquez	PHONE:	(847)716-3504
EMAIL:	avasquez@winnetka.org		

FULL NAME OF BIDDER	Scientel Solutions LLC
BID CONTACT PERSON	Joe Mayer
TELEPHONE NUMBER	847-343-4402

FACSIMILE AND/OR E-MAIL TRANSMITTED BIDS WILL NOT BE ACCEPTED
PLEASE NOTE: Our bid documents have changed; please review carefully.

VILLAGE OF WINNETKA
REQUEST FOR CONTRACT PROPOSALS
AND CONTRACT

RFB #023-011

OWNER:

Village of Winnetka
510 Green Bay Road
Winnetka, IL 60093

Owner will receive sealed proposals for the Work generally described as follows: **Kantech System Upgrade and Expansion**

TO BE SUBMITTED TO: Village of Winnetka, 510 Green Bay Road, Winnetka, Illinois 60093
Attention: Assistant Finance Director, no later than **11:00 AM** (local time), **Thursday, April 19, 2023.**

INSTRUCTIONS TO BIDDERS

Pre-Bid Conference

An optional walkthrough will be held for bidders on Monday, April 10, 2023 at 10 a.m. beginning at Village Hall (510 Green Bay Road). Bidders are strongly encouraged to attend this walkthrough for an opportunity to see the Work Sites. No further opportunities will be given to tour the Work Sites after this meeting

Inspection and Examination

Each bidder shall, before submitting its contract proposal, carefully examine the Contract form attached to this Request. Each bidder also shall inspect in detail the Work Site described in the Contract form and the surrounding area and shall familiarize itself with all conditions under which the Work is to be performed; with the obstacles, unusual conditions, or difficulties that may be encountered, whether or not referred to in the Contract; and with all other relevant matters concerning the Work Site and the surrounding area, including subsurface, underground, and other concealed conditions. The bidder whose contract proposal is accepted will be responsible for all errors in its contract proposal, including those resulting from its failure or neglect to make a thorough examination and investigation of the Contract form or the conditions of the Work Site and the surrounding area.

Preparation of Contract Proposals

All contract proposals for the Work shall be made only on the Contract form attached to this Request for Proposals and shall be complete with a price for each and every item named in the Schedule of Prices section of the Contract form. All contract proposals must be dated and must be signed by an authorized official. Proposals that contain omissions, erasures, alterations, or additions not called for, conditional or alternate bids unless called for, or that contain irregularities of any kind may be rejected.

Clarifications

Owner reserves the right to make clarifications, corrections, or changes in this Request for Contract Proposals at any time prior to the time proposals are opened. All bidders or prospective bidders will be informed of said clarifications, corrections, or changes. If any prospective bidder has questions about this Request for Bids, contact **Anthony Vasquez, Assistant Finance Director** via email only at avasquez@winnetka.org no later than **April 12, 2023.**

Delivery of Proposals

Each proposal shall be submitted in a sealed envelope plainly marked with the title of the contract and bidder's full legal name and shall be addressed and delivered to the place and before the time set forth above. Contract proposals may be delivered by mail or in person. Contract proposals received after the time specified above will not be considered.

Opening of Contract Proposals

Contract proposals will be publicly opened and read at the time and place specified above. Bidders, their authorized agents, and interested parties are invited to be present.

Withdrawal of Contract Proposals

No contract proposal shall be withdrawn for a period of 45 days after the opening of any proposal.

Rejection of Contract Proposals

Contract proposals that are not submitted on the Contract form or that are not prepared in accordance with these Instructions to Bidders may be rejected. If not rejected, Owner may demand correction of any deficiency and accept the deficiently prepared proposal upon compliance with these Instructions to Bidders.

Acceptance of Contract Proposals

Proposals submitted are offers only and the decision to accept or reject is a function of quality, reliability, capability, reputation, and expertise of the bidders.

Owner may accept the proposal that is, in its judgment, the best and most favorable to the interests of Owner and to the public; reject the low price proposal; accept any item of any proposal; reject any and all proposals; or waive irregularities and informalities in any proposal submitted or in the request for proposal process. The waiver of any prior defect or informality shall not be considered a waiver of any future or similar defect or informality. Bidders should not rely on, or anticipate, any waivers in submitting their contract proposals.

On acceptance of the successful Bidder's contract proposal by Owner, the successful Bidder's proposal, together with Owner's notification of acceptance, shall become the Contract for the Work.

DATED: March 22, 2023

Village of Winnetka

By: Anthony Vasquez

Title: Assistant Finance Director

VILLAGE OF WINNETKA

RFB #023-011

CONTRACT FOR

Kantech System Upgrade and Expansion

Full Name of Bidder Scientel Solutions LLC ("Bidder")
Principal Office Address 2021 N Eola Road Aurora, IL 60502
Local Office Address 2021 N Eola Road Aurora, IL 60502
Contact Person Joe Mayer Telephone Number 847-343-4402

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

Bidder warrants and represents that Bidder has carefully examined the Work Site described below and its environs and has reviewed and understood all documents included, referred to, or mentioned in this bound set of documents, including Addenda Nos. 1,2,3,4 [if none, write "NONE"], which are securely stapled to the end of this Contract.

1. Work Proposal

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

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

B. Performance Standards. If this Contract is accepted, Bidder proposes and agrees that all Work shall be fully provided,

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

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

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

2. Contract Price Proposal

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

A. Schedule of Prices. For providing, performing, and completing all Work, including performance bond procurement, the ***Village will not pay more than the line item prices as outlined in Attachment A.***

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

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

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

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

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

3. Contract Time

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

4. Financial Assurance

A. Bonds. Each Bidder's Proposal shall be accompanied by a security deposit of at least 10 percent of the Bidder's Price Proposal in the form of (1) a Cashier's Check or Certified Check drawn on a solvent bank insured by the Federal Deposit Insurance Corporation and payable without condition to Owner or (2) a Bid Bond in a form satisfactory to Owner from a surety company licensed to do business in the State of Illinois with a general rating of A minus and a financial size category of Class X or better in Best's Insurance Guide. Furthermore, the awarded bidder must furnish performance and payment bonds totaling 100% of the contract amount no less than fourteen (14) days prior to the Contract start date.

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

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

1. Workers' Compensation and Employer's Liability

Limits shall not be less than:

Worker's Compensation: Statutory

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

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

2. Commercial Motor Vehicle Liability

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

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

3. Commercial General Liability

Limits shall not be less than:

\$5,000,000 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.

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

D. Penalties. If this Contract is accepted, Bidder proposes and agrees that Bidder shall be solely liable for any

finer or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Bidder's performance of, or failure to perform, the Work or any part thereof.

5. Firm Contract

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

6. Bidder's Representations and Warranties

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

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

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

C. Prevailing Wage Act. **All work activities shall comply with the Prevailing Wage Act.**

D. Not Barred. Bidder is not barred by law from contracting with Owner or with any other unit of state or local government as a result of (i) a violation of either Section 33E-3 or Section 33E-4 of Article 33 of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.; or (ii) a violation of the USA Patriot Act of 2001, 107 Public Law 56 (October 26, 2001) (the "Patriot Act") or other statutes, orders, rules, and regulations of the United States government and its various executive departments, agencies and offices related to the subject matter of the Patriot

Act, including, but not limited to, Executive Order 13224 effective September 24, 2001. Bidder is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; and Bidder is not engaged in this transaction directly or indirectly on behalf of, or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity or nation.

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

7. Acknowledgements

In submitting this Contract, Bidder acknowledges and agrees that:

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

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

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

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

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

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

G. Severability. The provisions of this Contract/ Proposal shall be interpreted when possible to sustain their legality and enforceability as a whole. In the event any provision of this Contract shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity

of the remaining part of such provision, nor the validity of any other provisions of this Contract shall be in any way affected thereby.

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

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

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

Dated: April 18, 2023.

Bidder's Status: () _____ Corporation (x) Delaware Partnership () Individual Proprietor
(State) (State)

Bidder's Name:

Scientel Solutions LLC

Doing Business As (if different):

Signature of Bidder or Authorized Agent:



(corporate seal)
(if corporation)

Printed Name: Joe Mayer

Title/Position: Chief Operating Officer

Bidder's Business Address:

2021 N Eola Rd. Aurora, IL 60502

Bidder's Business Telephone: 847-343-4402

Facsimile: 630-652-3805

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

NAME	TITLE	ADDRESS
Nelson Santos	Founder & CEO	2021 N Eola Rd. Aurora, IL 60502

ATTACHMENT A: SPECIFICATIONS

1. Introduction:

The Village of Winnetka is accepting sealed bids from properly qualified firms to upgrade the existing Kantech Entrapass software package (Version 7.01.02) utilized by the Village, complete a select reader replacement, expand the existing system to the Village Yards Facility Building A located at 1390 Willow Road, Winnetka and provide appropriate training on the upgraded system (the "Work").

The Village reserves the right to reject any and all bids for any reason and reduce the work scope due to budgetary constraints at any time at its sole discretion. The Village also reserves the right to award individual sections of the bid to the lowest bidder at its sole discretion.

2. Scope of Service:

The scope of service for this contract shall be to upgrade the existing Kantech Entrapass software system, complete one select reader replacement as directed at the Village's Police Station and install new Kantech-supported readers at selected doors and gates at the Village Yards Facility. As part of the work at the Yards, the contractor shall be responsible for also installing all supporting infrastructure (cabinets, controllers, power supplies, etc.) A full schedule of anticipated parts and software is included under Section 11 of these specifications. All work shall be to Kantech's manufacturer specifications and any applicable other standards as they may apply. The Contractor shall finally provide training as appropriate to a group of no more than three users on the updated Entrapass System.

For the system expansion components at the Village Yards, the system shall cover 16 separate doors/gates. A map of said locations with numbers corresponding to those below can be found under Attachment B. These locations are as follows:

1. Main Entrance (interior reader)
2. Lunchroom Entrance (exterior reader)
3. Locker Area Entrance West (exterior reader)
4. W&E Wing Entrance (exterior reader)
5. Locker Area Entrance East (exterior reader)
6. Sign Shop Entrance (exterior reader)
7. PW Wing Entrance West (exterior reader)
8. PW Wing Entrance East (exterior reader)
9. Street Shop Entrance (exterior reader)
10. Employee Side Entrance (exterior reader)
11. East Gate (exterior reader)
12. West Gate (exterior reader)
13. South Entrance (exterior reader)
14. W&E Wing Entrance (interior reader)
15. PW Wing Entrance (interior reader)
16. W&E West Employee Entrance (exterior reader)

The Contractor shall become fully acquainted with the nature of the work, the areas at which work is to be accomplished, and the conditions affecting the cost and performance of the equipment necessary to complete the Work in an acceptable manner in accordance with these specifications.

The ultimate goal for this project is to provide one integrated Kantech system across all these facilities that is compatible with the Village's existing FOB system.

3. Locations:

The work to be completed under this scope of work shall be conducted at the following locations (collectively, the "Work Sites"):

- Municipal Maintenance Yards Building and Facilities (1390 Willow)
- Police Station (410 Green Bay)

It should be noted that while the Village Hall (510 Green Bay Road) and Fire Department (428 Green Bay) have not been identified for any reader replacements or upgrades, the Kantech system also covers these facilities, and therefore the upgrade would impact them.

4. Term and Completion Date:

The proposed contract is for a period of no more than 180 days from the date of execution of this Agreement by the Contractor and the Village (with the date of execution defined as the date of the Village's acceptance and signature as signified by the Acceptance Sheet) unless modified by a change order. The Completion Date for this Agreement shall be the same as the termination date of this Agreement.

5. Contractor Qualifications:

Qualified vendors must be Kantech authorized dealers and have at least three years of experience in installing key card or similar access systems in commercial or municipal facilities.

6. Contractor Responsibilities:

A. Personnel Requirements:

All employees assigned by the Contractor shall be fully capable, experienced, and trained in the work they are employed to perform. All employees assigned by the Contractor shall comply fully with all State and Federal laws. They shall be physically able to do their work and be free from any communicable diseases. The Contractor is responsible and liable for any wrongful actions of his employees.

B. Work Crew Supervision:

The Contractor shall provide a qualified foreman to supervise each crew engaged in working under this agreement. The foreman must be able to converse in the English language and shall be authorized by the Contractor to accept and act on directives from an authorized representative of the Village. Failure to do so shall be sufficient cause for the Village to give notice that the Contractor is in default of the agreement unless such directives would create potential personal injury or safety hazards, or such directives are contrary to the intent of these specifications. In the event only one person is assigned under this agreement, such person shall be considered the foreman and must meet the previously stated requirements.

C. Protection of Public and Private Property:

- i. The Contractor shall exercise all necessary caution to protect pedestrian traffic in the building and to protect all public and private property from injury or damage caused by the Contractor's operations.
- ii. Any practice obviously hazardous in the opinion of an authorized Village representative shall be immediately discontinued by the Contractor upon receipt of either written or oral notice to discontinue such practice.
- iii. The Contractor shall comply with all OSHA and other Federal and State safety standards. All employees engaged in the Work under this Agreement shall have been sufficiently trained in any and all applicable safety standards related to the Work. Upon request, the Contractor shall furnish training records or any such other evidence requested by the Village for the purposes of establishing compliance with this section.
- iv. To the extent that the Contractor and/or any subcontractors have access to any sensitive information technology systems or components during the completion of the Work, the Contractor shall take all necessary steps to safeguard and protect those systems from unauthorized access, breach, impairment or disclosure. Negligence or failure of the Contractor to take such steps shall constitute a violation of this Agreement and may result in its immediate termination at the Village's sole discretion. The Contractor shall further be liable for any damages which may result from failure to protect or otherwise safeguard such information.

D. Contractor to Furnish

The Contractor shall provide at its sole expense all personnel, materials, equipment, supplies and other costs needed to complete the work, including not but limited to transportation, fuel and permitting costs.

7. Subcontractors:

A. Approval and Use of Subcontractors

Contractor shall perform the Work with its own personnel and under the management and supervision and control of its own organization unless otherwise approved by the Village in writing. All subcontractors used by Contractor shall be acceptable to, and approved in advance by, the Village. The Village's approval of any subcontractor shall not relieve Contractor of full responsibility and liability for the performance of this Agreement, and every reference in this Agreement to "Contractor" shall be deemed also to refer to all subcontractors of Contractor.

B. Removal of Subcontractors

If any subcontractor fails to perform the part of the Work undertaken by it in a manner satisfactory to the Village, then Contractor shall immediately upon notice from the Village terminate such subcontract. Contractor shall have no claim for damages, or for compensation in excess of the Agreement Price, as a result of any such termination.

8. Working Hours:

Unless otherwise authorized by the Village's representative, the Work shall be completed Monday through Friday between the hours of 7 a.m. and 3:30 p.m., exclusive of Village holidays. When scheduling the Work, the Contractor shall notify the Village's authorized representative at least 48 hours in advance of the scheduled work.

9. Reporting:

Upon completion of the project, the Contractor shall furnish the following documents and/or reports to the Village for its records:

- A. As-Built Drawings As Applicable for each Work Site
- B. Software Documentation for the Updated Entrapass System
- C. Warranty Documentation for Entrapass System and/or the installed Hardware Components
- D. Certified Payroll Utilizing Illinois Department of Labor Required Database

Final payment will not be issued until after receipt of each item listed above unless otherwise approved by the Village's designated representative.

10. Additional Information:

- A. **Optional Walkthrough:** An optional walkthrough will be held for bidders on Monday, April 10, 2023 at 10 a.m. beginning at Village Hall (510 Green Bay Road). Bidders are strongly encouraged to attend this walkthrough for an opportunity to see the Work Sites. No further opportunities will be given to tour the Work Sites after this meeting.
- B. **Prevailing Wage:** This contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at <http://labor.illinois.gov/>. The Department revises the prevailing wage rates and the contractor and any and all of its subcontractors have an obligation to check the Department's web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.

11. Schedule of Equipment and Locations:

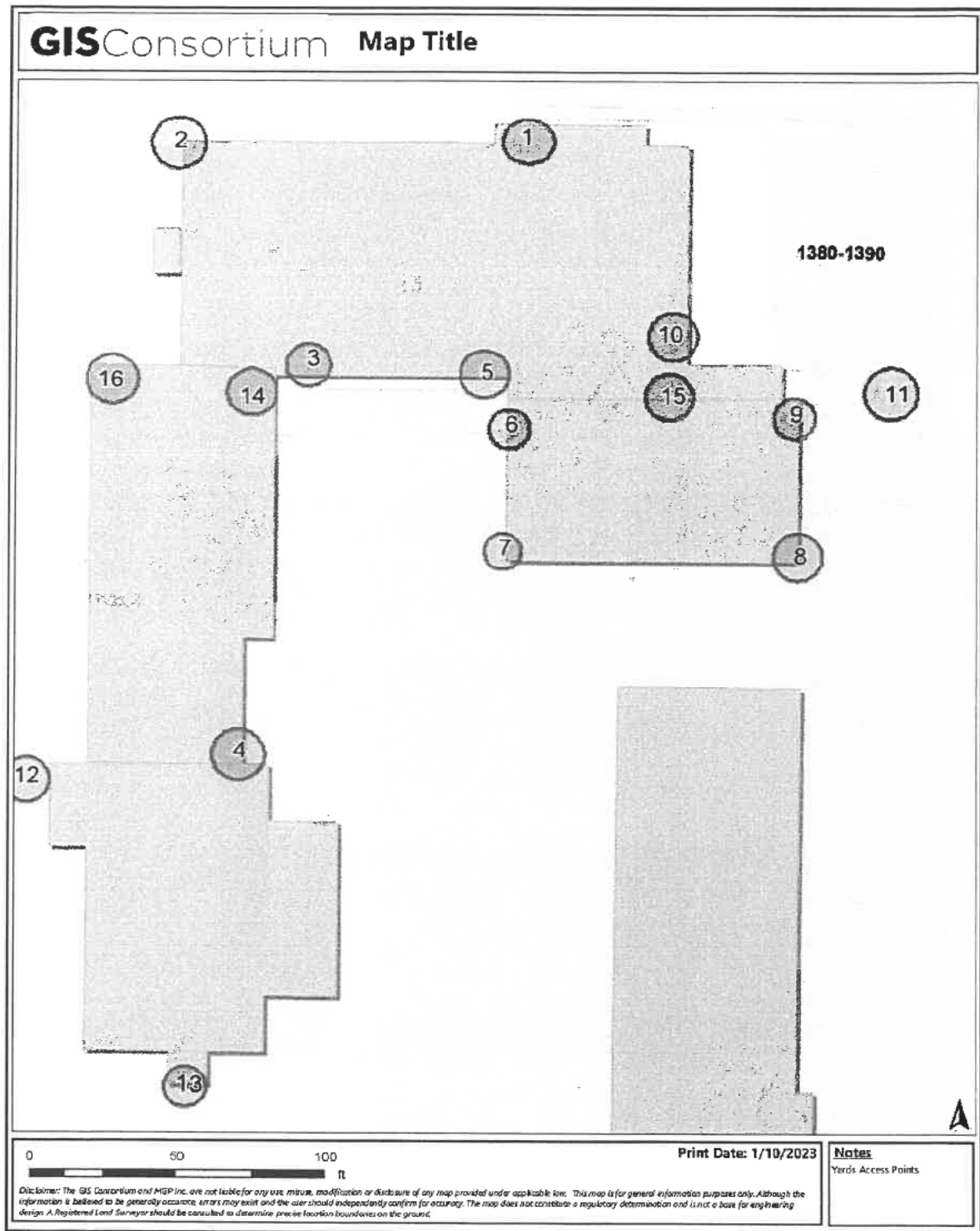
Item No.	Item Description	Serial No.	UOM	Count
System Wide				
1	Three Kantech tokens for EntraPass Corporate (Current Version)	E-COR-KTK-3	Each	1
Police Station				
2	Smart Card Reader with Keypad (Replacement Unit)	KT-SGMT-KP	Each	1
Public Works Yards				
3	42 in. Panel Enclosure (up to 6 Controllers)	KT CAB4000DR	Each	1
4	PCB and Accessory Kit	KT-400-PCB	Each	3
5	Battery Bracket (Left Side)	KT-BB101	Each	3
6	Battery Bracket (Right Side)	KT-BB100	Each	3
7	Lock for Cabinet	KT-LOCK	Each	1
8	Tamper Switch for Cabinet	KT-TAMPER	Each	1
9	Rechargeable Battery	KT-BATT-12	Each	3
10	Smart Card Reader with Keypad	KT-SG-MT-KP	Each	1
11	Smart Card Reader	KT-SG-MT	Each	4
12	Smart Card Reader	KT-MUL-MT	Each	13
13	Request to Exit Detector	T-REX-LT	Each	14
14	Power Supply	740001PIR	Each	1
15	Power Supply	740218-LW	Each	1
16	Cable for Request to Exit Detector	454621AGRA	Each	1
17	Reader Cable	AL400ULACMCB	Each	1

Please note: These specifications do not include strikes. The Village shall either install itself or contract with a separate service for door strikes. All quantities are the Village's estimate based on prior contractor review. Modifications shall be authorized by change order as necessary.

12. Schedule of Prices:

Kantech System Upgrade and Expansion	
Item	Cost
Kantech System Upgrade/Token Purchase	\$ 1,594.10
Police Station Reader Replacement	\$ 492.61
Public Works System Installation	\$ 37,441.44
Training	\$ Free
Total	\$ 39,528.15

ATTACHMENT B: INSTALLATION LOCATIONS



END OF BID SPECIFICATIONS

**VILLAGE OF WINNETKA
CONTRACT FOR KANTECH SYSTEM UPGRADE AND
EXPANSION**

BID PACKAGE

BIDDER'S SWORN WORK HISTORY STATEMENT

Joe Mayer ("Deponent"), being first duly sworn on oath, deposes and states that all statements made in this Sworn Work History Statement are made on behalf of the undersigned Bidder in support of its Bidder's Proposal for the above Contract and that Deponent is authorized to make them.

Deponent also deposes and states that Bidder has carefully prepared, reviewed and checked this Sworn Work History Statement and that the statements contained in this Sworn Work History Statement are true and correct.

IF NECESSARY FOR FULL DISCLOSURE, ADD SEPARATE SHEETS

**JOINT VENTURES MUST SUBMIT SEPARATE
SWORN WORK HISTORY STATEMENTS FOR THE JOINT VENTURE
AND FOR EACH SIGNATORY TO THE JOINT VENTURE AGREEMENT**

1. Nature of Business

State the nature of Bidder's business: Technology Integration Services

2. Composition of Work

During the past three years, Bidder's work has consisted of:

<u> </u> % Federal	<u>80</u> % As Contractor	<u>60</u> % Bidder's Forces
<u>20</u> % Other Public	<u>20</u> % As Subcontractor	<u>20</u> % Subcontractors
<u>80</u> % Private		<u>20</u> % Materials

3. Years in Business

State the number of years that Bidder, under its current name and organization, has been continuously engaged in the aforesaid business: 5 years

If Bidder has been in business under its current name and organization for less than five years, list any predecessor organizations:

5. Business Licenses

6. Related Experience

	<u>PROJECT ONE</u>	<u>PROJECT TWO</u>	<u>PROJECT THREE</u>
Owner Name	<u>United City of Yorkville, IL</u>	<u>White Eagle Golf Club</u>	<u>Gibson Electric</u>
Owner Address	<u>651 Prairie Point Dr.</u>	<u>3400 Club Dr.</u>	<u>3100 Woodcreek Drive</u>
	<u>Yorkville, IL 60560</u>	<u>Naperville, IL 60564</u>	<u>Downers Grove, IL 60515</u>
Reference	<u>Steve Raasch</u>	<u>Curtis Malm</u>	<u>Greg Rempala</u>
Telephone Number	<u>630-536-9464</u>	<u>630-399-2878</u>	<u>630-288-3822</u>
Type of Work	<u>Access Control Install/Programming</u>	<u>Access Control Install/Programming</u>	<u>Kantech Access Control Installation</u>
	<u>for City Hall / PD</u>	<u>For Clubhouse</u>	<u>for Headquarters</u>

	<u>PROJECT ONE</u>	<u>PROJECT TWO</u>	<u>PROJECT THREE</u>
Contractor	Advanced Data Technologies	Advanced Data Technologies	
(If Bidder was)			
(Subcontractor)	<u>Sunrise Futures</u>	<u>Burbank SD 111</u>	
	<u>Kantech Access Control Installation</u>	<u>Kantech Access Control Installation</u>	
Amount of Contract	<u>\$10,000</u>	<u>\$530,000</u>	
Date Completed	<u>03/10/2023</u>	<u>Summer 2023</u>	

DATED: April 18th, 2023.

Bidder

By:

Title:

[Redacted Signature]
Chief Operating Officer

Attest

By:

Title:

[Redacted Signature]
Pre-Sales Project Manager

Subscribed and Sworn to before me on April 18, 2023.

[Redacted Signature]
 Notary Public

My commission expires: January 10, 2025



ACCEPTANCE

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

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

VILLAGE OF WINNETKA

Signature:

Printed name:

Title:



VILLAGE OF WINNETKA

Incorporated in 1869

APRIL 12th, 2023

**ADDENDUM NO. 1
REQUEST FOR BIDS
KANTECH SYSTEM UPGRADE AND EXPANSION
RFB #023-011
VILLAGE OF WINNETKA**

The Request for Bids for the above referenced project has been amended and/or clarified on the following pages.

1. What On Page 12, can you please validate or further clarify the Power Supply and Cable Line Items 14 -17? We believe the part numbers listed aren't matching up. Any clarifications would be much appreciated.

Please see the following chart.

14	Reader Cable	740001PIR	Each	1
15	Reader Cable	740218-LW	Each	1
16	Cable for Request to Exit Detector	454621AGRA	Each	1
17	Power Supply	AL400ULACMCB	Each	1

2. Can vendors have access to the as-built plans for this facility?

Plans can be requested directly from Assistant Director of Public Works Erik Jensen. Contact him directly at ejensen@winnetka.org or calling 847-716-3534.

3. The completion date for the proposed contract, located on page 9 under Section 4 of the Specifications, states 180 days after execution. This is now amended to December 31, 2023, unless otherwise authorized by a change order.

If you have any questions regarding Addendum #1, please contact me at (847)716-3504.

Anthony Vasquez
Assistant Finance Director



APRIL 13th, 2023

**ADDENDUM NO. 2
REQUEST FOR BIDS
KANTECH SYSTEM UPGRADE AND EXPANSION
RFB #023-011
VILLAGE OF WINNETKA**

The Request for Bids for the above referenced project has been amended and/or clarified on the following pages. These clarifications are regarding the parts list on page 12 of the bid documents. The Village responses are **bolded** below.

- Line 04 – PCB and Accessory Kit has a quantity of (3) listed which equates to 12 access controlled doors. This project has 16 access controlled door locations that requires a quantity of (4) panels. **The Village is amenable to that change.**
- Line 14 – Part number 740001PIR listed as reader cable can't be located – Are you good with us providing cable specified in the cut sheet of the readers? **Yes, the Village will accept an equivalent substitute.**
- Line 15 – Part number 740218-LW listed as reader cable can't be located - Are you good with us providing cable specified in the cut sheet of the readers? **Yes, the Village will accept an equivalent substitute.**
- Line 16 – Part number 454621AGRA listed as Request to Exit Detector cable – Are you good with us providing cable for the REX motions? **Yes, the Village will accept an equivalent substitute.**
- Line 17 – Part number AL400ULACMCB has a quantity of (1) listed which supports up to eight locks. This project has 14 doors with locking hardware that requires a quantity of (2) power supplies. **The Village is amenable to that change.**
- DPS (Door Position Switch) / Door contacts are not listed on the RFP. We discussed this during our walk through and need clarification if these are to get included in this RFP or get handled as a change order after award? **The Village's intent is to handle strikes and switches independent of this contract. The Village will work with the successor contractor to identify a timetable for installation.**

If you have any questions regarding Addendum #2, please contact me at (847)716-3504.

Anthony Vasquez
Assistant Finance Director

510 Green Bay Road, Winnetka, Illinois 60093



APRIL 13th, 2023

**ADDENDUM NO. 3
REQUEST FOR BIDS
KANTECH SYSTEM UPGRADE AND EXPANSION
RFB #023-011
VILLAGE OF WINNETKA**

The Request for Bids for the above referenced project has been amended and/or clarified on the following pages. The Village responses are **bolded** below.

- (11) – East Gate – I know there is a low voltage chase from the gate controller to the pedestals where the current key switches are. But, from the gate controller to the building is there a low voltage conduit? If not, how do you want to handle that work?

There most likely is conduit. Contractors should provide pricing for a scenario assuming there is and there is not.

- The panels are getting mounted in Room A106 electrical closet between doors 5 & 6 on the print. Is the Village going to provide AC power to the power supplies? We discussed this on the walk through as well and need clarification.

For the purposes of this RFP, contractors should assume the Village will handle that either internally or through separate agreement with a third party.

If you have any questions regarding Addendum #3, please contact me at (847)716-3504.

Anthony Vasquez
Assistant Finance Director



APRIL 18th, 2023

**ADDENDUM NO. 4
REQUEST FOR BIDS
KANTECH SYSTEM UPGRADE AND EXPANSION
RFB #023-011
VILLAGE OF WINNETKA**

The Request for Bids for the above referenced project has been amended and/or clarified on the following pages.

The bid due date and opening are scheduled for Wednesday, April 19th at 11:00AM. This is the date and time given on page 1 of the bid documents. Page 2 contains a typo listing April 19th as a Thursday, when it should state Wednesday.

If you have any questions regarding Addendum #4, please contact me at (847)716-3504.

Anthony Vasquez
Assistant Finance Director

BID BOND

Travelers Casualty and Surety Company of America
Hartford, CT 06183

KNOWN ALL BY THESE PRESENTS, That we, Scintel Solutions LLC,
as Principal, and Travelers Casualty and Surety Company of America, as Surety, are
held and firmly bound unto Village of Winnetka, Illinois, as
Obligee, in the sum of 10% of amount bid
Dollars (10% of amount bid) for the payment of which we bind ourselves, and our
successors and assigns, jointly and severally, as provided herein.

WHEREAS, Principal has submitted or is about to submit a bid to the Obligee on a
contract for Kantech System Upgrade and Expansion
("Project").

NOW, THEREFORE, the condition of this bond is that if Obligee accepts Principal's bid,
and Principal enters into a contract with Obligee in conformance with the terms of the
bid and provides such bond or bonds as may be specified in the bidding or contract
documents, then this obligation shall be void; otherwise Principal and Surety will pay to
Obligee the difference between the amount of Principal's bid and the amount for which
Obligee shall in good faith contract with another person or entity to perform the work
covered by Principal's bid, but in no event shall Surety's and Principal's liability exceed
the penal sum of this bond.

Signed this 16 day of April, 2023.

Scintel Solutions LLC
(Principal)

By: 

Travelers Casualty and Surety Company of America

By: 
Patrick McNamara, Attorney-in-Fact





Agenda Item Executive Summary

TITLE: Resolution No. R-54-2023: Approving an Amendment to an Intergovernmental Agreement with the Winnetka Park District Related to the North of Willow Road Stormwater Project (Adoption)

PRESENTER: James Bernahl

AGENDA DATE: May 16, 2023

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

1. In June 2019 and March 2020, the Village concluded Intergovernmental Agreements with New Trier High School District 203 and the Winnetka Park District allowing the Village to construct Stormwater Management improvements on Duke Childs Field and the Skokie Playfields near the intersection of Hibbard Road and Willow Road.
2. At the November 23, 2020 Study Session, the Village Council reviewed and concurred with a plan and financing strategy to design and construct significant stormwater management improvements for western and southwestern Winnetka.
3. On June 21, 2022 the Village Council approved Resolution No. R-74-2022 awarding a contract for construction services to DiMeo Brothers, Inc for a total price not to exceed \$16,514,557. Of this total, \$14,858,598 will be paid by the Village and \$1,655,959 will be paid by the Winnetka Park District.

EXECUTIVE SUMMARY:

Upon completion and approval of the final engineering design, the project was officially released for bid on April 4, 2022. On May 5, 2022, three (3) sealed bids were opened and read aloud with the apparent low bidder being DiMeo brothers, Inc. with a total bid amount of \$16,514,557.

On June 21, 2022, the Village Council approved Resolution No. R-74-2022 awarding a contract for construction services to DiMeo Brothers, Inc for a total price not to exceed \$16,514,557. Of this total, \$14,858,598 will be paid by the Village and \$1,655,959 will be paid by the Winnetka Park District.

As part of this project, proposed improvements would be made to Winnetka Park District facilities, also referred to as the Skokie Playfield Project. This project consists of constructing 6.5 acre-feet of below-ground stormwater storage under "Little Duke Childs Field" (directly south of the Winnetka Ice Arena); approximately 21.8 acre-feet of above-ground storage on the Winnetka Par 3 Golf Course; and approximately 36.5 acre-feet of above-ground stormwater storage on the Winnetka 18-Hole Golf Course. The project also includes additional improvements to make the golf courses more playable and maintainable after rain events, reusing excavated soil from the stormwater improvements. The project also contemplates potential field improvements by the Park District, and includes a 8-foot x 4-foot box culvert connecting the neighborhoods from the north to the underground storage facility.

As part of the project, the Winnetka Park District agreed to pay for a portion of the construction costs. These costs are for work activities that are considered either outside the scope of the Stormwater Project or agreed to as cost-sharing activities as outlined in the approved IGA with the Park District. Shared costs include a portion of construction mobilization, bridge improvements, repairs to existing asphalt cart paths, irrigation improvements, and seeding improvements. Based on DiMeo's bid, shared costs to be paid for by the Park District totaled \$426,673.

As part of the final bidding documents, the Park District requested the contractor provide prices for alternative construction activities. These activities include installation of new cart paths throughout the course, reseeding and establishing new greens, and miscellaneous landscaping items. If the Park District chooses to move forward with these optional construction activities, this would require an additional contribution of \$1,229,286.

The District now desires the project contractor, DiMeo Construction Company ("DiMeo"), to undertake additional improvements in and around the Playfield that the District originally planned to construct in-house and were not included in the Playfield Improvements as described in the Agreement or the Easement Agreement. These additional improvements are more particularly described in three Agreed Unit Price ("AUP") documents, executed by DiMeo and attached to the letter of agreement as Exhibit A ("District Additional Improvements").

The District and the Village agree that the District is responsible for 100 percent of all costs associated with the District's Additional Improvements. The District and the Village further agree that: (1) DiMeo has represented to the Parties that the District Additional Improvements will not increase the project cost or time for project completion; (2) DiMeo will invoice the Village separately for the District Additional Improvements ("District Invoices"); and (3) the Village will have no obligation to pay, and will not pay, any District Invoice unless and until the Village receives from the District the amount of any District Invoice submitted to the Village for payment related to the District Additional Improvements. The District and the Village agree to provide each other with such other additional documents and procedures as may be necessary to implement this Agreement.

In consideration that the proposed changes will not impact the schedule of the project, considering that all costs will be paid for 100 percent by the Winnetka Park District, and based on the proposed letter of agreement, staff is recommending that the Village Council consider adopting resolution R-54-2023 authoring the Village Administrator to approve an agreement with the Winnetka Park District for the proposed modifications to the awarded contract for a price not to exceed \$608,282.04.

RECOMMENDATION:

Consider adopting Resolution No. R-54-2023, authorizing the Village Manager to approve a letter agreement with the Winnetka Park District approving a change order to the North of Willow Stormwater Contract with DiMeo Brothers, Inc. for additional work activities, on the proposed Skokie Playfield Project, for a total price not to exceed \$608,282.04, with the District responsible for 100 percent of all costs associated with the District additional improvements.

ATTACHMENTS:

1. Resolution No. R-54-2023: Amendment to an Intergovernmental Agreement with the Winnetka Park District - North of Willow Road Stormwater Project

RESOLUTION NO. R-54-2023

**A RESOLUTION APPROVING AN AMENDMENT TO AN INTERGOVERNMENTAL AGREEMENT WITH THE WINNETKA PARK DISTRICT RELATED TO THE
NORTH OF WILLOW ROAD STORMWATER PROJECT**

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, Article VII, Section 10 of the 1970 Illinois Constitution and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*, authorize and encourage intergovernmental cooperation; and

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

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

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

WHEREAS, in March of 2020, the Village entered into an Intergovernmental Cooperation Agreement with the Winnetka Park District to construct stormwater management improvements on the Skokie Playfields ("***Park District IGA***"); and

WHEREAS, the Village hired DiMeo Construction Company ("***DiMeo***") to perform construction work for the for the North of Willow Road Stormwater Project on the Skokie Playfields ("***Project***"); and

WHEREAS, the Park District has requested that the Village amend the Park District IGA pursuant to a letter agreement ("***Letter Agreement***") for the Village to have DiMeo perform additional improvements in and around the Skokie Playfields ("***Additional Work***") and the Park District's expense; and

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

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

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

May 16, 2023

R-54-2023

SECTION 2: APPROVAL OF LETTER AGREEMENT. The Village Council hereby approves the Letter 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 EXTENSION 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 Letter Agreement.

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

ADOPTED this 16th day of May, 2023, pursuant to the following roll call vote:

AYES:

NAYS:

ABSENT:

ABSTAIN:

Signed

Village President

Countersigned:

Village Clerk

EXHIBIT A
LETTER AGREEMENT



May 3, 2023

Mr. Warren James
President, Winnetka Park District
540 Hibbard Road
Winnetka, Illinois 60093

**Re: Stormwater Improvement Project
Skokie Playfield Improvements
Supplemental Payment Understanding for Additional District Work**

Dear Warren:

This letter sets out the agreement between the Winnetka Park District, an Illinois park district, Cook County, Illinois ("**District**"), and the Village of Winnetka, a home rule municipal corporation ("**Village**"), regarding certain District improvements at the Skokie Playfield in conjunction with the Village's stormwater project ("**Letter Agreement**").

On March 10, 2020, the District and the Village entered into an Intergovernmental Cooperation Agreement regarding stormwater improvements at the Skokie Playfield ("**Agreement**"). As described in the Agreement, the Village is undertaking a constructed stormwater wetland improvement on a portion of an approximately 49-acre parcel of land (owned by the Cook County Forest Preserve District "**CCFPD**") north of Winnetka Avenue and west of Hibbard Road ("**Village Stormwater Project**"). As part of the Village Stormwater Project, the Village is utilizing a portion ("**Easement Premises**") of the property owned or leased by the District and known as the Skokie Playfield ("**Property**") for underground stormwater storage, stormwater conveyance, and water quality improvements ("**Stormwater Improvements**"). The Village and the District memorialized their respective rights and obligations relative to the Stormwater Improvements on the Property in the Agreement and in a related Easement Agreement attached as **Exhibit C** to the Agreement ("**Easement Agreement**").

In conjunction with the Stormwater Improvements, the Village and the District are each undertaking certain additional improvements at the Property ("**Playfield Improvements**"). As part of the Village's portion of the Playfield Improvements ("**Village Playfield Improvements**") the Village will restore the Easement Premises and place fill to contour areas of the golf courses and the field south of the Ice Arena to improve drainage on the Property in accordance with approved plans. The remaining Field Improvements will be undertaken by the Park District pursuant to approved plans ("**District Playfield Improvements**").

The District now desires the project contractor, DiMeo Construction Company ("**DiMeo**"), to undertake additional improvements in and around the Playfield that the District originally

planned to construct in-house and were not included in the Playfield Improvements as described in the Agreement or the Easement Agreement. These additional improvements are more particularly described in three Agreed Unit Price ("**AUP**") documents, executed by DiMeo and attached to this letter as **Exhibit A ("District Additional Improvements")**.

The District and the Village agree that the District is responsible for 100 percent of all costs associated with the District Additional Improvements. The District and the Village further agree that: (1) DiMeo has represented to the Parties that the District Additional Improvements will not increase the project cost or time for project completion; (2) DiMeo will invoice the Village separately for the District Additional Improvements ("**District Invoices**"); and (3) the Village will have no obligation to pay, and will not pay, any District Invoice unless and until the Village receives from the District the amount of any District Invoice submitted to the Village for payment related to the District Additional Improvements. The District and the Village agree to provide each other with such other additional documents and procedures as may be necessary to implement this Letter Agreement.

Sincerely,

Robert M. Bahan
Village Manager
Village of Winnetka

AGREED TO AND ACCEPTED:

Winnetka Park District

By 

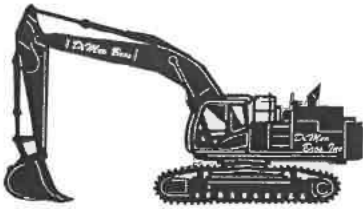
Warren James

Its: President

Enclosures

cc: Mark DiMeo, DiMeo Construction Company

EXHIBIT A



AUP

CONTRACTOR:

DiMeo Bros., Inc.
720 Richard Lane
Elk Grove, IL 60007

AUP # 7ADATE 4/13/2023

PROJECT:

Village of Winnetka
North of Willow Stormwater Storage Improvements

RE: Revised Cart Path Geotechnical Fabric

DESCRIPTION	UNIT	QTY	PRICE	AMOUNT
Geotechnical Fabric- Mirafi 500X	SY		\$ 2.00	\$ -
Furnish & Install geotechnical fabric for <i>entire</i> quantity of new cart path pavement (Qty includes extra 1' width for base)	SY	22315	\$ 2.00	\$ 44,630.00

Note: Once approved, this AUP will be recognized as a Change Order, which then becomes part of and in conformance with the existing contract.

WE AGREE hereby to make the change(s) specified
above at this price \$44,630.00

John DiMeo

Your Name

4/13/2023

Date

Accepted - The above prices and specifications of this AUP are satisfactory and are hereby accepted.
All work to be performed under same terms and conditions as specified in original contract unless
otherwise stipulated.

Signature

Date of Acceptance

May 3, 2023

EXHIBIT A



AUP

CONTRACTOR:

DiMeo Bros., Inc.
720 Richard Lane
Elk Grove, IL 60007

AUP # 8ADATE 4/13/2023

PROJECT:

Village of Winnetka
North of Willow Stormwater Storage Improvements

RE: Cart Path Undercuts- Revised

DESCRIPTION	UNIT	QTY	PRICE	AMOUNT
*12" Depth undercut new cart paths- removal of existing material and refill with <u>3" recycled PGE material</u>	SY		\$ 19.00	\$ -
**6" Depth undercut new cart paths- removal of existing material and refill with <u>recycled CA6 material</u>	SY		\$ 9.00	\$ -
*12" Undercut <i>entire</i> quantity of new cart path pavement and backfill with 3" PGE Material	SY	19819	\$ 19.00	\$ 376,561.00
**6" Undercut <i>entire</i> quantity of new cart path pavement and backfill with CA6 material	SY	19819	\$ 9.00	\$ 178,371.00
Notes: Geotechnical fabric not included in cost- see AUP #7 *up to 12" Depth **up to 6" Depth				
Note: Once approved, this AUP will be recognized as a Change Order, which then becomes part of and in conformance with the existing contract.				

WE AGREE hereby to make the change(s) specified
above at this price

\$178,371.00

Not to exceed.

John DiMeo

4/13/2023

Your Name

Date

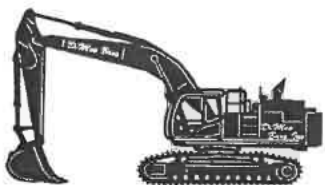
Signature

Accepted - The above prices and specifications of this AUP are satisfactory and are hereby accepted. All work to be performed under same terms and conditions as specified in original contract unless otherwise stipulated.

Date of Acceptance

May 3, 2023

EXHIBIT A



AUP

CONTRACTOR:

DiMeo Bros., Inc.
720 Richard Lane
Elk Grove, IL 60007

AUP # 14DATE 4/13/2023

PROJECT:

Village of Winnetka
North of Willow Stormwater Storage Improvements

RE: Proposal for Bunker Construction by Wadsworth

DESCRIPTION	UNIT	QTY	PRICE	AMOUNT
Existing bunker demo	SF	50165	\$ 0.53	\$ 26,727.91
Strip sod around bunker	SF	6000	\$ 0.28	\$ 1,665.00
Bunker drainage	LF	4180	\$ 18.12	\$ 75,721.54
Re-Edge bunker - 15% increase per JGCD	SF	57690	\$ 2.35	\$ 135,686.88
Bunker Sand - 4" Installed (sand supplied by owner)	SF	57690	\$ 0.93	\$ 53,790.16
Bunker Liner - Installation	SF	28845	\$ 2.84	\$ 81,965.95
HGT Bluegrass Sod	SF	6000	\$ 1.62	\$ 9,723.60
a) Bunker sand is to be provided by Winnetka Park District, and delivered in main parking lot or maintenance area as to not delay project.				
b) All spoils will be utilized on golf course.				
c) All work will be completed per contract schedule.				
Note: Once approved, this AUP will be recognized as a Change Order, which then becomes part of and in conformance with the existing contract.				

WE AGREE hereby to make the change(s) specified
above at this price \$ 385,281.04

John DiMeo

4/13/2023

Your Name

Date

Accepted - The above prices and specifications of this AUP are satisfactory and are hereby accepted. All work to be performed under same terms and conditions as specified in original contract unless otherwise stipulated.

Signature

Date of Acceptance


May 31, 2023



Agenda Item Executive Summary

TITLE: Resolution No. R-55-2023: Approving a Contract with Hoerr Construction, Inc. for Sewer Relining Work (Adoption)

PRESENTER: Emily Grimm

AGENDA DATE: May 16, 2023

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

In 2023, the Village of Winnetka partnered with the municipalities of Arlington Heights (Lead Agency), Glencoe, Glenview, Golf, Kenilworth, Lake County, Lincolnshire, Northfield, Prospect Heights, and Riverwoods to obtain a contract for the trenchless relining of existing sanitary and storm sewers. Partnering allows combining projects from several municipalities to create economies of scale and obtain reduced pricing.

EXECUTIVE SUMMARY:

On March 20, 2023, four contractors submitted sealed bids, with Hoerr Construction, Inc. providing the lowest responsible bid. This is a single year contract with the option to extend for an additional year. The Partnering Initiative releases an RFB for Sewer lining annually, and then discusses a renewal option amongst the various participating municipalities upon completion of the initial work. If multiple municipalities agree to a renewal, the Contractor will be approached to discuss that renewal. This affords the municipalities the maximum amount of flexibility. The proposed relining locations are listed on the attached Project Location Summary Sheet, as well as on the attached maps of the various locations. This year's relining program originally included addressing the high priority sanitary sewer areas throughout the Village, in addition to the relining of the storm sewer on Spruce, as it relates to the Village's water main improvements, in conjunction with our 2023 Road Rehabilitation Program.

The Sewer Lining budget includes \$400,000 for annual sewer relining and \$200,000 to complete high- and medium-priority repairs identified in the Village's 2018 I/I study. This gives a total budget amount for this project of \$600,000.

Hoerr Construction has worked in a satisfactory manner with the Village in the past. Staff recommends awarding the 2023 sewer lining contract to Hoerr Construction, Inc.

RECOMMENDATION:

Consider adopting Resolution No. R-55-2023, awarding the contract for 2023 relining services to Hoerr Construction, Inc. for an amount not to exceed \$600,000.

ATTACHMENTS:

1. Resolution No. R-55-2023: Approving a Contract with Hoerr Construction Inc. for Sewer Relining Work
2. 2023 Bid Tab - MPI Sanitary Lining 2023

RESOLUTION NO. R-55-2023

**A RESOLUTION APPROVING A CONTRACT WITH
HOERR CONSTRUCTION, INC. FOR
SEWER RELINING 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, Article VII, Section 10 of the 1970 Illinois Constitution and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1, et seq., authorize and encourage intergovernmental cooperation; and

WHEREAS, the Village has appropriated funds for trenchless relining services for certain portions of Village’s existing sanitary and storm sewers (“**Work**”); and

WHEREAS, the Village, together with the Village of Arlington Heights (Lead Agency), the Village of Glencoe, the Village of Glenview, the Village of Golf, the Village of Kenilworth, the Village of Lincolnshire, the Village of Northfield, the City of Prospect Heights, and the Village of Riverwoods (collectively, the “**Municipalities**”) jointly requested bids for performance of the Work within each Municipalities’ respective corporate boundaries; and

WHEREAS, the Municipalities received four bids for the Work and opened the bids on March 20, 2023; and

WHEREAS, pursuant to Chapter 4.12 of the Village Code and the Village’s purchasing manual, the Village Council has determined that Hoerr Construction, Inc. of Peoria, Illinois (“**Contractor**”) is the lowest responsive and responsible bidder for the Work; and

WHEREAS, the Village Council desires to enter into a one-year contract, with an option to extend one additional year, with Contractor for the performance of the Work within the Village’s corporate boundaries (“**Contract**”) in an amount not to exceed \$600,000; and

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

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

May 16, 2023

R-55-2023

SECTION 3: AUTHORIZATION TO EXECUTE CONTRACT. The Village Council hereby authorizes and directs the Village President and the Village Clerk to execute and attest, respectively, on behalf of the Village, the final Contract.

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

ADOPTED this 16th day of May, 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

2020 SANITARY AND STORM SEWER RELINING PROGRAM

Full Name of Bidder HOERR CONSTRUCTION ("Bidder")
Principal Office Address 1416 County Road 200 N., P.O. Box 65, Goodfield, IL 61742
Local Office Address (Same as above)
Contact Person Max P. Hoerr, II Telephone Number 309-691-6653

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

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

1. Work Proposal

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

1. Labor, Equipment, Materials and Supplies. Provide, perform, and complete, in the manner specified and described in this Contract/Proposal, all necessary work, labor, services, transportation, equipment, materials, supplies, information, data, and other means and items necessary for the **SANITARY AND STORM SEWER RELINING PROGRAM** at Various Locations (the "Work Site");
2. Permits. Procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith;
3. Bonds and Insurance. Procure and furnish all bonds and all insurance certificates meeting the insurance requirements outlined in the bid documents, and as specified in this Contract;
4. Taxes. Pay all applicable federal, state, and local taxes;
5. Miscellaneous. Do all other things required of Bidder by this Contract; and
6. Quality. Provide, perform, and complete all of the foregoing in a proper and workmanlike manner, consistent with highest standards of professional and construction practices, in full compliance with, and as required by or pursuant, to this Contract, and with the greatest economy, efficiency, and expedition

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

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

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

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

2. Contract Price Proposal

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

all subcontractors and suppliers, the compensation set forth below.

A. Schedule of Prices. For providing, performing, and completing all Work, the:

TOTAL WINNETKA BID PRICE of: \$ 600,000.00 ;

[PER THE SCHEDULE OF PRICES ATTACHED]

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

1. All prices stated in the Schedule of Prices are firm and shall not be subject to escalation or change;
2. Owner is not subject to state or local sales, use, and excise taxes, that no such taxes are included in the Schedule of Prices, and that all claim or right to claim any additional compensation by reason of the payment of any such tax is hereby waived and released; *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; *and*
4. The approximate quantities set forth in the Schedule of Prices for each Unit Price Item are Owner's estimate only, that Owner reserves the right to increase or decrease such quantities, that payment for each Unit Price Item shall be made only on the actual number of acceptable units of such Unit Price Item installed complete in place in full compliance with this Contract/Proposal, and that all claim or right to dispute or complain of any such estimated quantity, or to assert that there was any misunderstanding in regard to the nature or amount of any Unit Price Item to be provided or performed, is hereby waived and released; *and*
5. Any items of Work not specifically listed or referred to in the Schedule of Prices, or not specifically included for payment under any Unit Price Item, shall be deemed incidental to the Contract Price, shall not be measured for payment, and shall not be paid for separately except as incidental to the Contract Price, including without limitation extraordinary equipment repair, the cost of transportation, packing, cartage, and containers, the cost of preparing schedules and submittals, the cost or rental of small tools or buildings, the cost of utilities and sanitary conveniences, and any portion of the time of Bidder, its superintendents, or its office and engineering staff.

C. Time of Payment. It is expressly understood and agreed that all payments shall be made as outlined in the bid documents, and as specified in this Contract

All payments may be subject to deduction or Liquidated Damages or Setoff by reason of any failure of Bidder to perform under this Contract/Proposal. Each payment shall include Bidder's certification of the value of, and partial or final waivers of lien covering, all Work for which payment is then requested and Bidder'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

If this Contract is accepted, Bidder proposes and agrees that Bidder shall commence the Work within 10 days after Owner's acceptance and award of the Contract provided Bidder shall have furnished to Owner all bonds and all insurance certificates specified in this Contract (the "Commencement Date"). If this Contract is accepted, Bidder proposes and agrees that Bidder shall perform the Work diligently and continuously and shall complete the Work **no later than October 30, 2023**.

4. Financial Assurance

A. Bonds. If this Contract is accepted, Bidder proposes and agrees that Bidder shall provide a Performance Bond and a Labor and Material Payment Bond, on forms provided by, or otherwise acceptable to, Owner, from a surety company acceptable to Owner, each in the penal sum of the Contract Price, within 10 days after Owner's acceptance of this Contract.

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

1. Workers' Compensation and Employer's Liability

Limits shall not be less than:

Worker's Compensation: Statutory

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

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

2. Commercial Motor Vehicle Liability

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

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

3. Commercial General Liability

Limits shall not be less than:

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

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

- Premises Operations

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

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

4. Umbrella Liability

Limits shall not be less than:

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

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

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

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

5. Firm Contract

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

6. Bidder's Representations and Warranties

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

A. The Work. The Work, and all of its components, (1) shall be of merchantable quality; (2) shall be free from any latent or patent defects and flaws in workmanship, materials, and design; (3) shall strictly conform to the requirements of this Contract, including without limitation the performance standards set forth in the bid documents, and as specified in this Contract; and (4) shall be fit, sufficient, and suitable for the purposes expressed in, or reasonably inferred from, this Contract and the warranties expressed herein shall be in addition to any other warranties expressed or implied by law, which are hereby reserved unto Owner. If this Contract is accepted, Bidder proposes and agrees that as part of Bidder's warranty obligations under this Contract, shall provide, perform, and complete all post-installation service, maintenance, and inspection Work as specified in the **SPECIFICATIONS PROPOSAL & CONTRACT DOCUMENTS FOR SANITARY AND STORM SEWER RELINING PROGRAM**, and associated work. Bidder, promptly and without charge, shall correct any failure to fulfill the above warranty at any time within **ONE** year after final payment or such longer period as may be prescribed

in the performance standards set forth in the bid documents, and as specified in this Contract or by law. The above warranty shall be extended automatically to cover all repaired and replacement parts and labor provided or performed under such warranty and Bidder's obligation to correct Work shall be extended for a period of two years from the date of such repair or replacement. The time period established in this Section 6A relates only to the specific obligation of Bidder to correct Work and shall not be construed to establish a period of limitation with respect to other obligations that Bidder has under this Contract.

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

C. Prevailing Wage Act. 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"). A copy of Owner's ordinance ascertaining the prevailing rate of wages, in effect as of the date of this Contract, has been attached as an Appendix to this Contract. If the Illinois Department of Labor revises the prevailing rate of hourly wages to be paid, the revised rate will apply to this Contract. Bidder 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. Bidder is not barred by law from contracting with Owner or with any other unit of state or local government as a result of (i) a violation of either Section 33E-3 or Section 33E-4 of Article 33 of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.; or (ii) a violation of the USA Patriot Act of 2001, 107 Public Law 56 (October 26, 2001) (the "Patriot Act") or other statutes, orders, rules, and regulations of the United States government and its various executive departments, agencies and offices related to the subject matter of the Patriot Act, including, but not limited to, Executive Order 13224 effective September 24, 2001. Bidder is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; and Bidder is not engaged in this transaction directly or indirectly on behalf of, or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity or nation.

E. Qualified. Bidder has successfully completed similar contracts for the Village of Winnetka within the last three full calendar years, and can perform a minimum of 51% of the contract under their own forces, shall be considered to be prequalified. The qualifications of all other bidders shall be determined by the Village, in the exercise of its discretion. Bidder also has the ability, capital, facilities, plant, organization, and staff to enable Bidder to perform the Work successfully and

promptly and to commence and complete the Work within the Contract Price and Contract Time set forth above. Bidder warrants and represents that it has met and will meet all required standards set forth in Owner's Responsible Bidder Ordinance M-66-11.

7. Acknowledgements

In submitting this Contract, Bidder acknowledges and agrees that:

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

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

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

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

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

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

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

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

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

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

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

Dated: _____, 20__.

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

Bidder's Name: _____

Doing Business As (if different): _____

Signature of Bidder or Authorized Agent: _____

(Corporate seal) Printed Name: _____
(if corporation)

Title/Position: _____

Bidder's Business Address: _____

Bidder's Business Telephone: _____ Facsimile: _____

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

NAME	TITLE	ADDRESS

ACCEPTANCE

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

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

VILLAGE OF WINNETKA

Signature: _____

Printed name: _____

Title: _____

Bid Tab 3/20/2023

MPI Sanitary Lining 2023

Opened at the Village of Arlington Heights at 11am

				LOW BID								
Item No.	Items	Units	Winnetka	TOTAL	Hoerr Const.		Benchmark		Insituform		National power rodding	
1	8" Cured in Place Pipe	LF	8,002	8,002	\$ 36	\$288,072	\$ 42	\$336,084	\$ 42	\$336,084	\$76.88	\$615,193.76
2	9" Cured in Place Pipe	LF		0	\$ 37	\$0	\$ 44	\$0	45	\$0	\$76.88	\$0.00
3	10" Cured in Place Pipe	LF	547	547	\$ 41	\$22,427	\$ 44	\$24,068	49	\$27,022	\$81.21	\$44,421.87
4	12" Cured in Place Pipe	LF	1,494	1,494	\$ 47	\$70,218	\$ 45	\$67,230	53	\$79,481	\$81.21	\$121,327.74
5	15" Cured in Place Pipe	LF	1,750	1,750	\$ 55	\$96,250	\$ 70	\$122,500	76	\$133,350	\$106.25	\$185,937.50
6	16" to 15" transition liner	LF		0	\$ 96	\$0	\$ 75	\$0	95	\$0	\$165.25	\$0.00
7	18" Cured in Place Pipe	LF	0	0	\$ -	\$0	\$ -	\$0	0	\$0	\$0.00	\$0.00
8	20" x 30" Brick	LF		0	\$ -	\$0	\$ -	\$0	0	\$0	\$0.00	\$0.00
9	21" Cured in Place Pipe	LF		0	\$ -	\$0	\$ -	\$0	0	\$0	\$0.00	\$0.00
10	24" Cured in Place Pipe	LF		0	\$105	\$0	\$180	\$0	253	\$0	\$325.00	\$0.00
11	27" Cured in Place Pipe	LF		0	\$ -	\$0	\$ -	\$0	0	\$0	\$0.00	\$0.00
12	30" Cured in Place Pipe	LF		0	\$150	\$0	\$200	\$0	253	\$0	\$400.00	\$0.00
13	33" Cured in Place Pipe	LF		0	\$ -	\$0	\$ -	\$0	0	\$0	\$0.00	\$0.00
14	36" Cured in Place Pipe	LF		0	\$225	\$0	\$300	\$0	488	\$0	\$450.00	\$0.00
15	18X27"	LF	643	643	\$100	\$64,300	\$140	\$90,020	217	\$139,210	\$475.00	\$305,425.00
16	8" Easement	LF		0	\$ 38	\$0	\$ 45	\$0	42	\$0	\$85.35	\$0.00
17	Heavy Cleaning	LF		0	\$ 5	\$0	\$ 2	\$0	10	\$0	\$10.00	\$0.00
18	Reinstatement of Service-Sanitary Sewer	EACH	247	247	\$ 80	\$19,760	\$200	\$49,400	145	\$35,815	\$500.00	\$123,500.00
19	Protruding Tap Removal	EACH		0	\$400	\$0	\$450	\$0	250	\$0	\$1,000.00	\$0.00
20	8" End Seals	EACH	52	52	\$170	\$8,840	\$135	\$7,020	132	\$6,864	\$250.00	\$13,000.00
21	10" End Seals	EACH	4	4	\$195	\$780	\$150	\$600	146	\$584	\$250.00	\$1,000.00
22	12" End Seals	EACH	10	10	\$205	\$2,050	\$170	\$1,700	162	\$1,620	\$350.00	\$3,500.00
23	15" End Seals	EACH	12	12	\$240	\$2,880	\$190	\$2,280	185	\$2,220	\$350.00	\$4,200.00
24	18" End Seals	EACH		0	\$ -	\$0	\$ -	\$0	0	\$0	\$0.00	\$0.00
25	20" End Seals	EACH		0	\$ -	\$0	\$ -	\$0	0	\$0	\$0.00	\$0.00
26	21" End Seals	EACH		0	\$ -	\$0	\$ -	\$0	0	\$0	\$0.00	\$0.00
27	24" End Seals	EACH		0	\$ -	\$0	\$ -	\$0	0	\$0	\$0.00	\$0.00
28	27" End Seals	EACH		0	\$ -	\$0	\$ -	\$0	0	\$0	\$0.00	\$0.00
29	30" End Seals	EACH		0	\$540	\$0	\$415	\$0	395	\$0	\$600.00	\$0.00
30	33" End Seals	EACH		0	\$ -	\$0	\$ -	\$0	0	\$0	\$0.00	\$0.00
31	36" End Seals	EACH		0	\$ -	\$0	\$ -	\$0	0	\$0	\$0.00	\$0.00
32	18" x 27" End Seals	EACH	6	6	\$400	\$2,400	\$500	\$3,000	380	\$2,280	\$1,000.00	\$6,000.00
					\$577,977.00		703,902.00		764,529.10		1,423,505.87	

Sanitary and Storm Sewer Lining



Agenda Item Executive Summary

TITLE: Resolution No. R-56-2023: Approving a Contract with American Underground Inc. for Sanitary Sewer Inspection Services (Adoption)

PRESENTER: James Bernahl

AGENDA DATE: May 16, 2023

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

There are 246,955 feet of Village-operated sanitary sewer main throughout the Village, which collect and transport domestic wastewater from individual properties to a system of intercepting sewers and treatment facilities operated by the Metropolitan Water Reclamation District. Part of the Village's maintenance of these sewer mains involves regular cleaning and television inspection. The Village has solicited bids for these services through the Municipal Partnering Initiative (MPI). MPI is a group of suburban municipalities that have gathered their purchasing power to jointly procure goods and services, leveraging economies of scale to obtain favorable pricing.

EXECUTIVE SUMMARY:

In 2020, the Villages of Niles, Glenview, Northfield, Kenilworth, and Winnetka partnered together to bid for Sanitary and Storm Sewer Closed Circuit Television Inspection. The lowest bid was submitted by American Underground, Inc. of Wheeling, IL, and the Village entered into a 3-year contract with American Underground, with an option to renew the Agreement for (2) additional one (1) year terms. 2023 will be the 4th year of the contract, and the Village is seeking to extend the contract for the 1st additional year and enter into the 4th year of the contract.

The Village's budget contains \$80,000 for this work in 2023, so staff will closely monitor the amount of work to be performed so as to stay within the approved budget.

American Underground has completed this work on behalf of Winnetka satisfactorily for the past three years, and staff recommends awarding this contract to American Underground to perform Sanitary Sewer Closed Circuit Television Inspection for 2023.

RECOMMENDATION:

Consider adopting Resolution No. R-56-2023, approving a contract with American Underground, Inc. for Sanitary Sewer Television Inspection Services in an amount not to exceed \$80,000.

ATTACHMENTS:

1. Resolution No. R-56-2023: Approving a Contract with American Underground Inc. for Sanitary Sewer Inspection Services
2. 2023 Sanitary and Storm Sewer Closed Circuit Television Inspection Program Contract
3. Proposed Sanitary Pipes for Inspection

**A RESOLUTION APPROVING A CONTRACT WITH
AMERICAN UNDERGROUND INC. FOR
SANITARY SEWER INSPECTION SERVICES**

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

WHEREAS, the Village of Winnetka (“**Village**”) desires to retain a firm to provide sanitary sewer inspection services in the Village (“**Work**”); and

WHEREAS, on behalf of the Village and the Villages of Niles, Glenview, Northfield, Kenilworth, the Municipal Partnering Initiative (“**MPI**”) issued a joint bid for the Work; and

WHEREAS, the MPI received four bids for the Work and opened the bids on March 19, 2020; and

WHEREAS, pursuant to Chapter 4.12 of the Village Code and the Village’s purchasing manual, the Village Council has determined that American Underground, Inc. (“**Contractor**”) is the lowest responsible bidder for the Work; and

WHEREAS, the Village Council entered into a three-year contract with Contractor for the performance of the Work (“**Contract**”) for a price not to exceed \$80,000.00 per year in 2020; and

WHEREAS, the Village Council wishes to extend the contract into the first of two optional years for a price not to exceed \$80,000.

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

SECTION 2: APPROVAL OF CONTRACT. The Village Council hereby approves the Contract in conformance with the bid documentations and in a final form approved by the Village Attorney.

SECTION 3: AUTHORIZATION TO EXECUTE CONTRACT. The Village Council hereby authorizes and directs the Village President and the Village Clerk to execute and attest, respectively, on behalf of the Village, the final Contract after receipt by the Village Manager of two executed copies of the final Contract from Contractor; provided, however, that if the Village Manager does not receive two executed copies of the final Contract from Contractor within 60

days after the date of adoption of this Resolution, then this authority to execute and seal the 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 according to law.

ADOPTED this ____ day of _____, 2023, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

Signed

Village President

Countersigned:

Village Clerk

VILLAGE OF WINNETKA

CONTRACT FOR

2023 SANITARY AND STORM SEWER CLOSED CIRCUIT TELEVISION (CCTV) INSPECTION PROGRAM

Full Name of Bidder American Underground, Inc ("Bidder")
Principal Office Address 246 Marquardt Drive, Wheeling, Illinois, 60090
Local Office Address (Same as above)
Contact Person David Kerber, Vice President Telephone Number 847-724-3503

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

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

1. Work Proposal

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

1. Labor, Equipment, Materials and Supplies. Provide, perform, and complete, in the manner specified and described in this Contract/Proposal, all necessary work, labor, services, transportation, equipment, materials, supplies, information, data, and other means and items necessary for the **2023 SANITARY AND STORM SEWER CLOSED CIRCUIT TELEVISION (CCTV) INSPECTION PROGRAM** at Various Locations (the "Work Site");
2. Permits. Procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith;
3. Bonds and Insurance. Procure and furnish all bonds and all insurance certificates meeting the insurance requirements outlined in the bid documents, and as specified in this Contract;
4. Taxes. Pay all applicable federal, state, and local taxes;
5. Miscellaneous. Do all other things required of Bidder by this Contract; and
6. Quality. Provide, perform, and complete all of the foregoing in a proper and workmanlike manner, consistent with highest standards of professional and construction practices, in full compliance with, and as required by or pursuant, to this Contract, and with the greatest economy, efficiency, and expedition consistent therewith, with only new, undamaged, and first quality equipment, materials, and supplies.

B. Performance Standards. If this Contract is accepted, Bidder proposes and agrees that all Work shall be fully provided, performed, and completed in accordance with the Specifications for the **2023 SANITARY AND STORM SEWER CLOSED CIRCUIT TELEVISION (CCTV) INSPECTION PROGRAM**, attached hereto and by this reference made a part of this Contract. No provision of any referenced standard, specification, manual or code shall change the duties and responsibilities of Owner or Bidder from those set forth in this Contract. Whenever any equipment, materials, or supplies are specified or described in this Contract by using the name or other identifying feature of a proprietary product or the name or other identifying feature of a particular manufacturer or vendor, the specific item mentioned shall be understood as establishing the type, function, and quality desired. Other manufacturers' or vendors' products may be accepted, provided that the products proposed are equivalent in substance and function to those named as determined by Owner in its sole and absolute discretion.

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

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

2. Contract Price Proposal

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

A. Schedule of Prices. For providing, performing, and completing all Work, the:

TOTAL WINNETKA BID PRICE of: \$ 80,000 ;

[PER THE SCHEDULE OF PRICES ATTACHED]

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

1. All prices stated in the Schedule of Prices are firm and shall not be subject to escalation or change;
2. Owner is not subject to state or local sales, use, and excise taxes, that no such taxes are included in the Schedule of Prices, and that all claim or right to claim any additional compensation by reason of the payment of any such tax is hereby waived and released; *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; *and*
4. The approximate quantities set forth in the Schedule of Prices for each Unit Price Item are Owner's estimate only, that Owner reserves the right to increase or decrease such quantities, that payment for each Unit Price Item shall be made only on the actual number of acceptable units of such Unit Price Item installed complete in place in full compliance with this Contract/Proposal, and that all claim or right to dispute or complain of any such estimated quantity, or to assert that there was any misunderstanding in regard to the nature or amount of any Unit Price Item to be provided or performed, is hereby waived and released; *and*
5. Any items of Work not specifically listed or referred to in the Schedule of Prices, or not specifically included for payment under any Unit Price Item, shall be deemed incidental to the Contract Price, shall not be measured for payment, and shall not be paid for separately except as incidental to the Contract Price, including without limitation extraordinary equipment repair, the cost of transportation, packing, cartage, and containers, the cost of preparing schedules and submittals, the cost or rental of small tools or buildings, the cost of utilities and sanitary conveniences, and any portion of the time of Bidder, its superintendents, or its office and engineering staff.

C. Time of Payment. It is expressly understood and agreed that all payments shall be made as outlined in the bid documents, and as specified in this Contract

All payments may be subject to deduction or Liquidated Damages or Setoff by reason of any failure of Bidder to perform under this Contract/Proposal. Each payment shall include Bidder's certification of the value of, and partial or final waivers of lien covering, all Work for which payment is then requested and Bidder'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

If this Contract is accepted, Bidder proposes and agrees that Bidder shall commence the Work within 10 days after Owner's acceptance and award of the Contract provided Bidder shall have furnished to Owner all bonds and all insurance certificates specified in this Contract (the "Commencement Date"). If this Contract is accepted, Bidder proposes and agrees that Bidder shall perform the Work diligently and continuously and shall complete the Work **no later than October 30, 2023**.

4. Financial Assurance

A. Bonds. If this Contract is accepted, Bidder proposes and agrees that Bidder shall provide a Performance Bond and a Labor and Material Payment Bond, on forms provided by, or otherwise acceptable to, Owner, from a surety company acceptable to Owner, each in the penal sum of the Contract Price, within 10 days after Owner's acceptance of this Contract.

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

1. Workers' Compensation and Employer's Liability

Limits shall not be less than:

Worker's Compensation: Statutory

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

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

2. Commercial Motor Vehicle Liability

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

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

3. Commercial General Liability

Limits shall not be less than:

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

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

Coverage to include:

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

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

4. Umbrella Liability

Limits shall not be less than:

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

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

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

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

5. Firm Contract

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

6. Bidder's Representations and Warranties

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

A. The Work. The Work, and all of its components, (1) shall be of merchantable quality; (2) shall be free from any latent or patent defects and flaws in workmanship, materials, and design; (3) shall strictly conform to the requirements of this Contract, including without limitation the performance standards set forth in the bid documents, and as specified in this Contract; and (4) shall be fit, sufficient, and suitable for the purposes expressed in, or reasonably inferred from, this Contract and the warranties expressed herein shall be in addition to any other warranties expressed or implied by law, which are hereby reserved unto Owner. If this Contract is accepted, Bidder proposes and agrees that as part of Bidder's warranty obligations under this Contract, shall provide, perform, and complete all post-installation service, maintenance, and inspection Work as specified in the specifications, proposal, and contract documents for the **2020 SANITARY AND STORM SEWER CLOSED CIRCUIT TELEVISION (CCTV) INSPECTION PROGRAM**, and associated work. Bidder, promptly and without charge, shall correct any failure to fulfill the above warranty at any time within **ONE** year after final payment or such longer period as may be prescribed in the performance standards set forth in the bid documents, and as specified in this Contract or by law. The above warranty shall be extended automatically to cover all repaired and replacement parts and labor provided or performed under such warranty and Bidder's obligation to correct Work shall be extended for a period of two years from the date of such repair or replacement. The time period established in this Section 6A relates only to the specific obligation of Bidder to correct Work and shall not be construed

to establish a period of limitation with respect to other obligations that Bidder has under this Contract.

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

C. Prevailing Wage Act. 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"). A copy of Owner's ordinance ascertaining the prevailing rate of wages, in effect as of the date of this Contract, has been attached as an Appendix to this Contract. If the Illinois Department of Labor revises the prevailing rate of hourly wages to be paid, the revised rate will apply to this Contract. Bidder 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. Bidder is not barred by law from contracting with Owner or with any other unit of state or local government as a result of (i) a violation of either Section 33E-3 or Section 33E-4 of Article 33 of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.; or (ii) a violation of the USA Patriot Act of 2001, 107 Public Law 56 (October 26, 2001) (the "Patriot Act") or other statutes, orders, rules, and regulations of the United States government and its various executive departments, agencies and offices related to the subject matter of the Patriot Act, including, but not limited to, Executive Order 13224 effective September 24, 2001. Bidder is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; and Bidder is not engaged in this transaction directly or indirectly on behalf of, or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity or nation.

E. Qualified. Bidder has successfully completed similar contracts for the Village of Winnetka within the last three full calendar years, and can perform a minimum of 51% of the contract under their own forces, shall be considered to be prequalified. The qualifications of all other bidders shall be determined by the Village, in the exercise of its discretion. Bidder also has the ability, capital, facilities, plant, organization, and staff to enable Bidder to perform the Work successfully and promptly and to commence and complete the Work within the Contract Price and Contract Time set forth above. Bidder warrants and represents that it has met and will meet all required standards set forth in Owner's Responsible Bidder Ordinance M-66-11.

7. Acknowledgements

In submitting this Contract, Bidder acknowledges and agrees that:

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

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

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

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

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

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

requirement or provision of this Contract; or of any remedy, power, or right of Owner.

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

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

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

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

Dated: _____, 20__.

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

Bidder's Name: _____

Doing Business As (if different): _____

Signature of Bidder or Authorized Agent: _____

(Corporate seal) Printed Name: _____
(if corporation)

Title/Position: _____

Bidder's Business Address: _____

Bidder's Business Telephone: _____ Facsimile: _____

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

NAME	TITLE	ADDRESS

ACCEPTANCE

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

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

VILLAGE OF WINNETKA

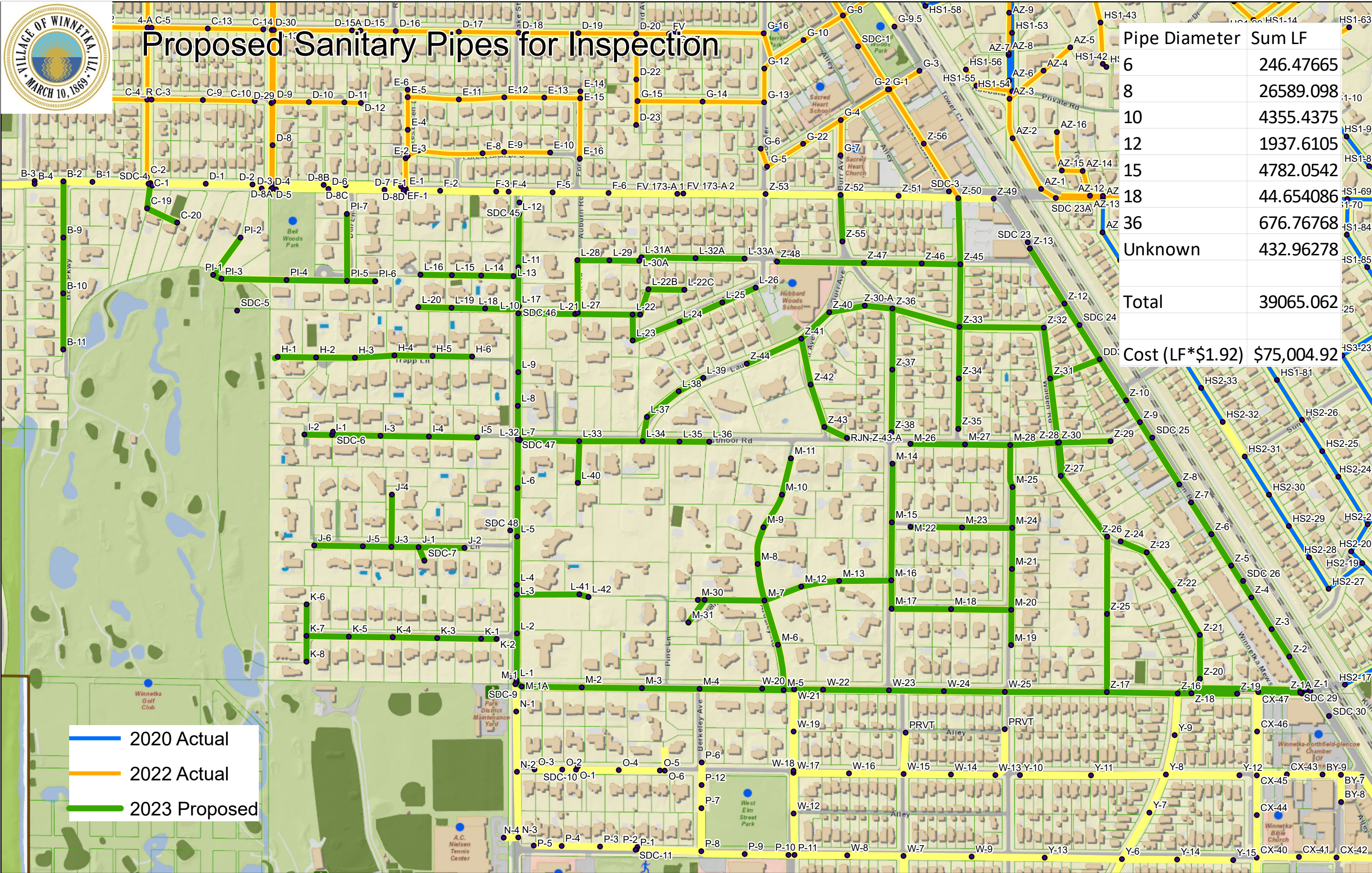
Signature: _____

Printed name: _____

Title: _____



Proposed Sanitary Pipes for Inspection



Pipe Diameter	Sum LF
6	246.47665
8	26589.098
10	4355.4375
12	1937.6105
15	4782.0542
18	44.654086
36	676.76768
Unknown	432.96278
Total	39065.062
Cost (LF*\$1.92)	\$75,004.92



Agenda Item Executive Summary

TITLE: Approval of Additional Annual Outdoor Seating Area Permits (Adoption)

PRESENTER: Kristin Kazenas

AGENDA DATE: May 16, 2023

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

Annual outdoor seating area permit approval, as required for commercial use of Village sidewalks (Village Code Section 12.04.070). Permits numbered 1 to 22 were approved at the February 21, 2023, March 7, 2023, April 3, 2023, and April 18, 2023 Village Council meetings. An additional application was received subsequent to those meetings.

EXECUTIVE SUMMARY:

The Village Code requires Village Council permission for businesses to operate on public sidewalks. Twenty-three Winnetka businesses have applied for outdoor seating permits. The applicants submitted proposed layout sketches and certificates of insurance showing at least \$1,000,000/ occurrence and \$2,000,000 general aggregate liability, naming the Village as an additional insured.

The Village's insurance broker is in the process of reviewing and approving the insurance certificates, and the Public Works Director will inspect the requested table layouts. Staff will work with the applicants to assure appropriate passage of pedestrians.

RECOMMENDATION:

Consider approval of one additional 2023 Outdoor Seating Area Permit application, pending final insurance certificate and table layout approval by the Village.

ATTACHMENTS:

1. 2023 Outdoor Seating Area Permit Applicant

Licensee	Business Address	Permit Number	# of Tables	# of Chairs
Starbucks	566 Chestnut Court	23	7	16



Agenda Item Executive Summary

TITLE: Ordinance No. M-08-2023: Granting a Special Use Permit, Variations from the Winnetka Zoning Ordinance, and a Certificate of Appropriateness for the Construction of a New Mixed-Use Building Within the C-2 General Retail Commercial District - 564 Green Bay Road (Introduction)

PRESENTER: David Schoon

AGENDA DATE: May 16, 2023

CONSENT: No

ITEM TYPE: Ordinances and Resolutions

ITEM HISTORY:

None

EXECUTIVE SUMMARY:

INTRODUCTION

On May 16, 2023, the Village Council is scheduled to consider Ordinance No. M-08-2023, an Ordinance Granting a Special Use Permit, Variations from the Winnetka Zoning Ordinance, and a Certificate of Appropriateness for the Construction of a New Mixed-Use Building within the C-2 General Retail Commercial Zoning District at 564 Green Bay Road. The Ordinance is in response to an application submitted by 564 Green Bay LLC (the "Applicant"), as the owner of the property located at 564 Green Bay Road (the "Subject Property"). (**Attachment 1**) The Applicant is proposing construction of a new **four-story** mixed-use building on the Subject Property and requests approval of the following relief:

1. Approval of a **Special Use Permit** to allow off-street parking at street-level along the alley on the Subject Property; and
2. Approval of the following **zoning variations**:
 - a. Rear Yard Setback of 3 feet from the west property line, whereas a minimum of 10 feet is required; a variation of 7 feet (70%) [Section 17.46.030 Lot area and density]; and
 - b. Off-street parking spaces for two vehicles, whereas a minimum of five parking spaces are required for the residential units, a variation of three parking spaces (60%) [Section 17.46.110 Off-street parking].

In 2022, the Applicant submitted applications for a certificate of appropriateness and zoning relief to allow construction of a new **three-story** mixed-use building, with a rooftop deck, on the Subject Property. After review and recommendations of approval by all three advisory bodies, the Village Council approved the proposed project. The Applicant is now before the Village requesting approval for a new four-story mixed-use building that would allow them to have one additional residential unit, which would be located on the fourth level.

In regard to stormwater detention, given the entire Subject Property is currently covered with an impermeable surface, no stormwater volume detention is required; however, the site will be required to meet all Village stormwater drainage requirements.

Village staff and the Applicant have been studying issues with the powerlines at the rear of the Subject Property. The Applicant has provided staff with a 3D model of the rear of the proposed building to demonstrate compliance with the minimum clearance requirements between powerlines and buildings.

ADVISORY BOARD/COMMISSION REVIEW

The Design Review Board (DRB) considered the Certificate of Appropriateness for the proposed improvements on March 16, 2023. After hearing from the Applicant, the DRB discussed the proposed design. The members were very complimentary of the design but had concerns about some of the proposed building materials. The DRB also suggested that the fourth story be setback to break down the scale of the building, as the original design of the fourth story along Green Bay Road had it flush with the other stories of the building. At the Applicant's request, the DRB continued the item to the April 20 DRB meeting to provide the Applicant time to respond to the Board's comments.

In response to the comments at the March DRB meeting, the Applicant submitted revised plans for the Board to consider at its April 20 meeting. The revised plans include the required fourth story setback, eliminating the need for a zoning variation from the minimum required 10-foot fourth story setback that was previously required for the building design that had been reviewed by the DRB. On April 20, the DRB considered the revised design and found that the Applicant had addressed its comments and by a vote of 4-0 recommended approval of the design of the proposed building. **Attachment 2** includes the staff reports to the DRB and the meeting minutes of both the March 16 and April 20 DRB meetings.

The Zoning Board of Appeals (ZBA) considered the special use permit and variation requests on April 10, 2023. The plans considered by the ZBA were the same as the revised plans that were considered by the DRB on April 20 and also considered by the Plan Commission. After hearing from the Applicant, the ZBA discussed the request. The members did not have concern regarding the rear yard setback variation. However, two members initially expressed concern regarding the lack of parking that would be provided for the residential units and setting a precedent for future mixed-use development. Others felt that the parking requirements are outdated, especially for a site that is located in close proximity to public transit and within walking distance of many businesses and community services. The difficulty of providing the required parking on a site that is 2,512 square feet in lot area was also discussed by the ZBA. Ultimately, by a vote of 4-1, the ZBA voted to recommend approval of the request. **Attachment 3** includes the staff report to the ZBA and the meeting minutes.

The Plan Commission (PC) considered the special use request to allow parking at street level on April 26, 2023. After hearing from the Applicant, the PC discussed the request and, by a vote of 7-0, recommended approval of the request. The meeting minutes are provided in **Attachment 4**.

Landmark Preservation Commission (LPC). The Applicant has submitted a demolition permit that was approved without delay by LPC on April 4, 2022.

Staff would like to note that no written public correspondence was received for this request.

RECOMMENDATION:

Given the ZBA recommendation was not unanimous, the Council will consider introduction of Ordinance No. M-08-2023.

ATTACHMENTS:

1. Ordinance No. M-08-2023: Special Use Permit, Variations, and Certificate of Appropriateness - 564 Green Bay Road
2. Attachment 2 - DRB Staff Report and Attachments for April 20, 2023, Meeting, and March 16 and April 20, 2023, DRB Meeting Minutes
3. Attachment 3 - ZBA Staff Report and Attachments for April 10, 2023, Meeting, and April 10, 2023, ZBA Meeting Minutes
4. Attachment 4 - April 26, 2023, PC Meeting Minutes

AN ORDINANCE GRANTING A SPECIAL USE PERMIT, VARIATIONS FROM THE WINNETKA ZONING ORDINANCE, AND A CERTIFICATE OF APPROPRIATENESS FOR THE CONSTRUCTION OF A NEW MIXED-USE BUILDING WITHIN THE C-2 GENERAL RETAIL COMMERCIAL DISTRICT (564 GREEN BAY ROAD)

WHEREAS, 564 Green Bay LLC, an Illinois limited liability company ("***Applicant***"), is the record title owner of the parcel of real property commonly known as 564 Green Bay Road in Winnetka, Illinois, and legally described in **Exhibit A** attached to and, by this reference, made a part of this Ordinance ("***Subject Property***"); and

WHEREAS, the Subject Property is located within the C-2 General Retail Commercial District of the Village ("***C-2 District***") measuring approximately 0.05 acres in size, and is currently improved with a two-story commercial building, which is currently vacant ("***Existing Building***"); and

WHEREAS, in 2022, the Applicant submitted applications for zoning relief to redevelop the Subject Property to allow a new, three-story mixed-use, multi-family building, which the Village Council approved in Ordinance M-11-2022, however the proposed building was never constructed; and

WHEREAS, now, the Applicant desires to demolish the Existing Building and redevelop the Subject Property with a new, four-story mixed-use, multi-family building, which building is proposed to include: (i) a ground-floor and lower-level commercial unit; (ii) an enclosed parking garage for the residential units at the rear of the building to accommodate two vehicles; and (iii) three single-level, two-bedroom residential units on the second, third and fourth floor of the proposed building (collectively, the "***Proposed Improvements***"); and

WHEREAS, pursuant to Section 17.46.110.G of the Winnetka Zoning Ordinance ("***Zoning Ordinance***"), a parking garage at street level is not permitted within the C-2 District without a special use permit; and

WHEREAS, pursuant to Section 17.46.030 of the Zoning Ordinance, the Subject Property must have a rear yard setback of 10 feet; and

WHEREAS, pursuant to Section 17.46.110 of the Zoning Ordinance, the Proposed Improvements must include five off-street parking spaces; and

WHEREAS, to permit construction of the Proposed Improvements, the Applicant filed an application for: (i) a special use permit pursuant to Sections 17.46.110.G and Chapter 17.56 of the Zoning Ordinance to allow the construction and operation of a street-level parking garage within the C-2 District ("***Special Use Permit***"); (ii) a variation from Section 17.46.030 of the Zoning Ordinance to permit a rear yard setback of three feet; (iii) a variation from Section 17.46.110 of the Zoning Ordinance to permit two off-street parking spaces on the Subject Property (collectively, the

“Variations”); and (iv) a certificate of appropriateness pursuant to Section 15.40.010 of the Village Code (*“Certificate of Appropriateness”*) (collectively, the *“Requested Relief”*); and

WHEREAS, on March 16 and April 20, 2023, after due notice thereof, the Winnetka Design Review Board (*“Design Review Board”*) conducted public hearings to consider the Certificate of Appropriateness for the Proposed Improvements; and

WHEREAS, on April 20, 2023, the Design Review Board, by a vote of four in favor and zero opposed, recommended the Village Council approve the Certificate of Appropriateness; and

WHEREAS, on April 10, 2023, after due notice thereof, the Zoning Board of Appeals conducted a public hearing on the Special Use Permit and Variations and, by a vote of four in favor and one opposed, recommended that the Village Council approve the Special Use Permit and Variations; and

WHEREAS, on April 26, 2023, after due notice thereof, the Plan Commission conducted a public hearing on the proposed Special Use Permit and, by a vote of seven in favor and zero opposed, recommended that the Village Council approve the Special Use Permit; and

WHEREAS, the Village Council has determined that: (i) the Variations are in harmony with the general purpose and intent of the Zoning Ordinance and are in accordance with general or specific rules set forth in Chapter 17.60 of the Zoning Ordinance; and (ii) there are practical difficulties or particular hardships in the way of carrying out the strict letter of the provisions or regulations of the Zoning Ordinance from which the Variations have been sought; and

WHEREAS, the Village Council has determined that approval of the proposed Special Use Permit satisfies the standards for the approval of special use permits within the C-2 District set forth in Chapter 17.56 of the Zoning Ordinance; and

WHEREAS, the Village Council has determined that approval of the Requested Relief for the construction and operation of the Proposed Improvements on the Subject Property within the C-2 District is in the best interest of the Village and its residents;

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

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

SECTION 2: APPROVAL OF SPECIAL USE PERMIT. Subject to, and contingent upon, the terms and conditions set forth in Section 5 of this Ordinance, the Special Use Permit is hereby granted, pursuant to Chapter 17.56 and Section 17.46.110.G of the Zoning Ordinance and the home rule powers of the Village, to allow the construction and operation of a street-level parking garage by Applicant on the Subject Property within the C-2 District.

SECTION 3: APPROVAL OF VARIATIONS. Subject to, and contingent upon, the terms and conditions set forth in Section 5 of this Ordinance, the Variations from Sections 17.46.030 and 17.46.110 of the Zoning Ordinance to allow the construction of the Proposed

Improvements on the Subject Property are hereby granted, in accordance with and pursuant to Chapter 17.60 of the Zoning Ordinance and the home rule powers of the Village.

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

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

- A. Commencement of Construction. The Applicant must commence the construction of the Proposed Improvements no later than 12 months after the effective date of this Ordinance.
- B. Compliance with Regulations. Except to the extent specifically provided otherwise in this Ordinance, the development, use, and maintenance of the Proposed Improvements and the Subject Property must comply at all times with all applicable Village codes and ordinances, as they have been or may be amended over time.
- C. Reimbursement of Village Costs. In addition to any other costs, payments, fees, charges, contributions, or dedications required under applicable Village codes, ordinances, resolutions, rules, or regulations, the Applicant must pay to the Village, promptly upon presentation of a written demand or demands therefor, all fees, costs, and expenses incurred or accrued in connection with the review, negotiation, preparation, consideration, and review of this Ordinance. Payment of all such fees, costs, and expenses for which demand has been made shall be made by a certified or cashier's check. Further, the Applicant must pay upon demand all costs incurred by the Village for publications and recordings required in connection with the aforesaid matters.
- D. Compliance with Plans. The development, use, and maintenance of the Proposed Improvements on the Subject Property must be in strict accordance with the following documents and plans, except for minor changes and site work approved by the Director of Community Development or the Director of Public Works (within their respective permitting authority) in accordance with all applicable Village codes, ordinances, and standards:
 - 1. The Proposed Site Plan prepared by Kipnis Architecture & Planning, consisting of one sheet, and with a latest revision date of May 31, 2023, attached to and, by this reference made a part of this Ordinance as **Exhibit B**;
 - 2. The Proposed Floor Plans prepared by Kipnis Architecture & Planning, consisting of seven sheets, and with a latest revision date of March 31, 2023,

attached to and, by this reference made a part of this Ordinance as **Exhibit C**;

3. The Proposed Exterior Elevations prepared by Kipnis Architecture & Planning, consisting of three sheets, and with a latest revision date of March 31, 2023, attached to and, by this reference made a part of this Ordinance as **Exhibit D**; and
4. The Proposed Building Materials and Fixtures prepared by Kipnis Architecture & Planning, consisting of two sheets, attached to and, by this reference made a part of this Ordinance as **Exhibit E**.

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

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

SECTION 8: 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 9: 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 10: EFFECTIVE DATE.

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

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

B. In the event that the Applicant does not file with the Village Clerk a fully executed copy of the unconditional agreement and consent described in Section 10.A.3 of this Ordinance within 60 days after the date of passage of this Ordinance by the Village Council, the Village Council shall have the right, in its sole discretion, to declare this Ordinance null and void and of no force or effect.

[SIGNATURE PAGE FOLLOWS]

PASSED this __th day of __, 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: _____, 2023

Passed and Approved: _____, 2023

EXHIBIT A

LEGAL DESCRIPTION OF SUBJECT PROPERTY

THE NORTHWESTERLY 10 FEET OF LOT 8 AND THE SOUTHEASTERLY 25 FEET OF LOT 9, THE SOUTHEASTERLY LINE OF WHICH PART OF SAID LOT 8 IS 10 FEET SOUTHEASTERLY FROM AND PARALLEL WITH THE NORTHWESTERLY LINE OF SAID LOT 8, THE NORTHWESTERLY LINE OF WHICH PART OF SAID LOT 9 IS 25 FEET NORTHWESTERLY FROM AND PARALLEL WITH THE SOUTHEASTERLY LINE OF SAID LOT 9 IN DALE AND OTHERS SUBDIVISION OF BLOCK 14 IN WINNETKA SUBDIVISION OF SECTION 20, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as 564 Green Bay Road, Winnetka, Illinois.

PIN: 05-20-208-010-0000

EXHIBIT B

PROPOSED SITE PLAN

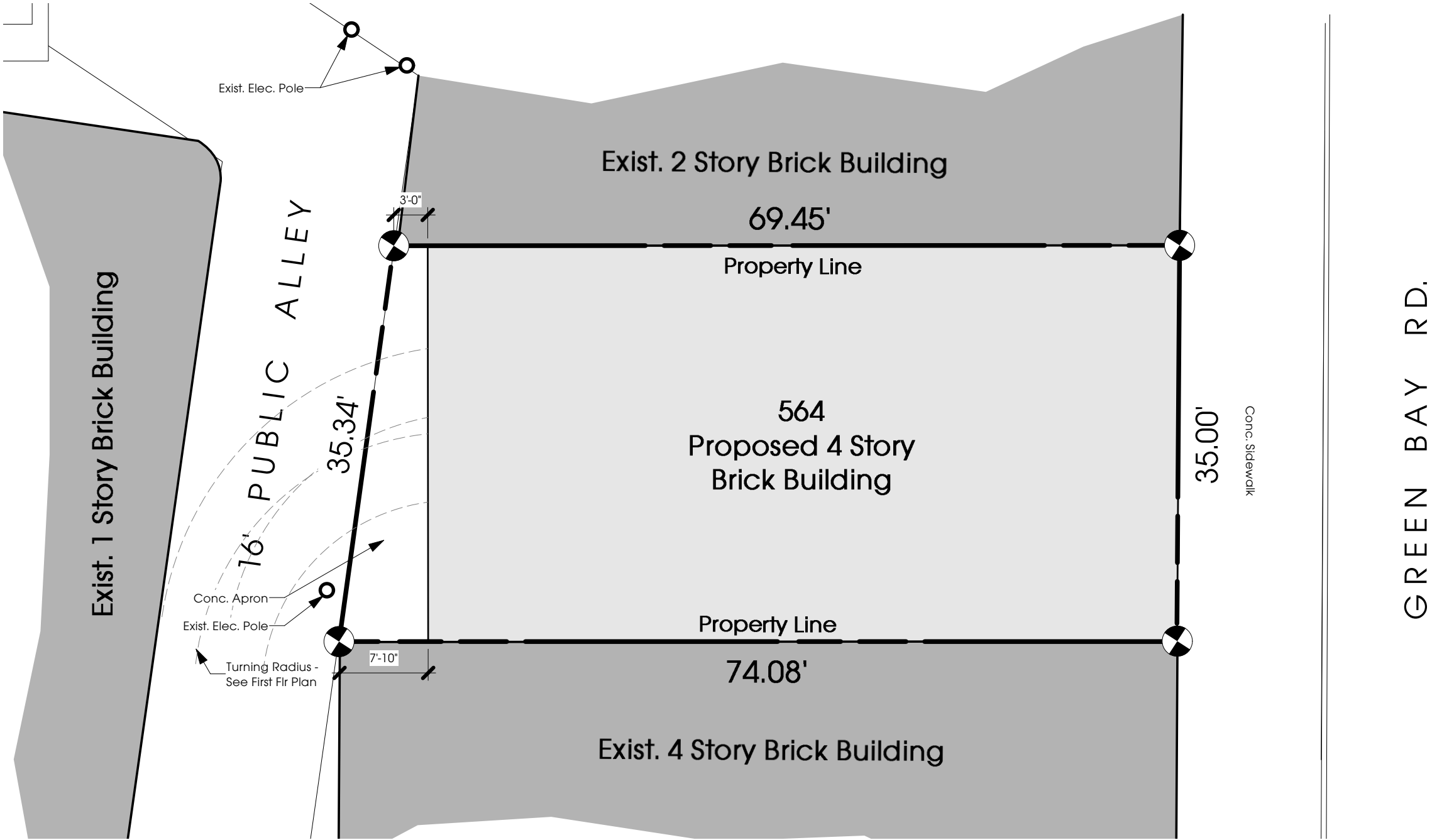
(SEE ATTACHED EXHIBIT B)

Zoning Data

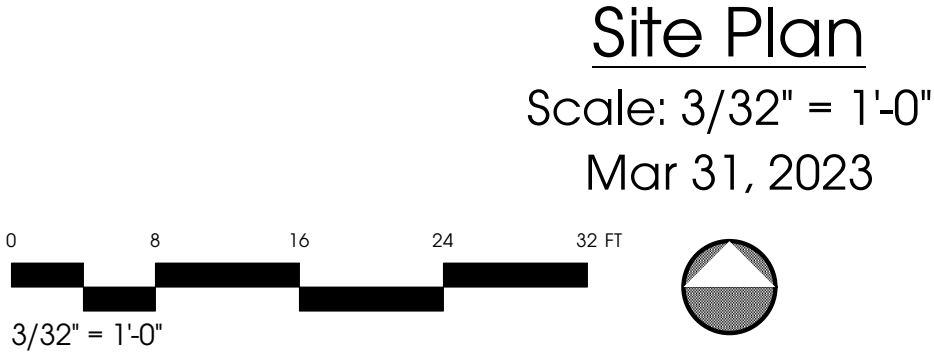
Zoning District	C2	
	Req'd/ Max	Proposed
Lot Area (Per Surveyor)		2,512 s.f.
Min. Front Setback	0'0"	0'0"
Min. Rear Setback	10'0"	3'0"
Max. Building Height	45'0"	45'0"
Stories Above Grade	4 Stories	4 Stories
Fourth Floor Setback	10'0"	10'-0"
Floor Area:		
Lower Flr		2,313 s.f.
GFA for Commerical		1,388 s.f.
First Floor		2,313 s.f.
GFA for Commercial		922 s.f.
Second Floor		1,790 s.f.
Interior		1,532 s.f.
Deck		258 s.f.
Third Floor		1,698 s.f.
Interior		1,532 s.f.
Deck		166 s.f.
Fourth Floor		1,690 s.f.
Interior		1,344 s.f.
Deck		346 s.f.

- MEP Notes
- Building shall be fully sprinklered, including the garage.
 - Building shall be fully alarmed w/ Fire Alarm Control Panel
 - New sanitary sewer shall be provided.
 - New water service shall be provided.
 - New 400 amp electrical service shall be underground. Disconnects & meters shall be located outside.

EXHIBIT B



New Construction
Mixed Use Building
564 Green Bay Rd.
Winnetka, IL



kipnis

ARCHITECTURE+PLANNING

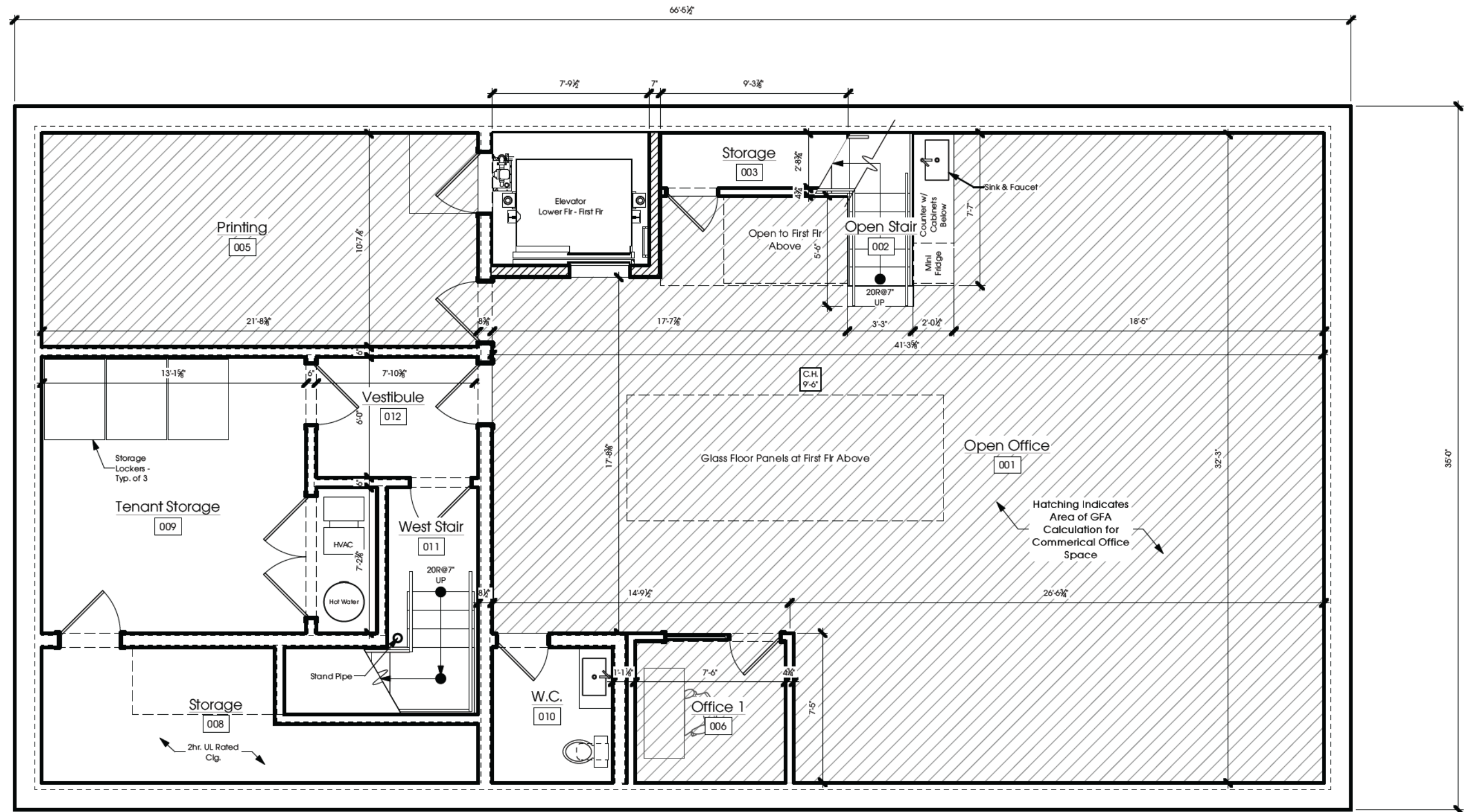
1642 payne street | evanston IL 60201
847 864 9650 | f847 864 0956

EXHIBIT C

PROPOSED FLOOR PLANS

(SEE ATTACHED EXHIBIT C)

EXHIBIT C

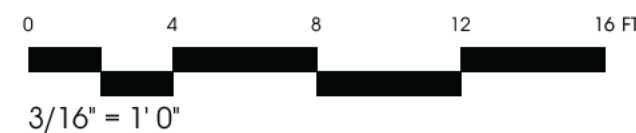


Lower Flr Plan

Scale: 3/16" = 1'-0"

Mar 31, 2023

New Construction
Mixed Use Building
564 Green Bay Rd.
Winnetka, IL

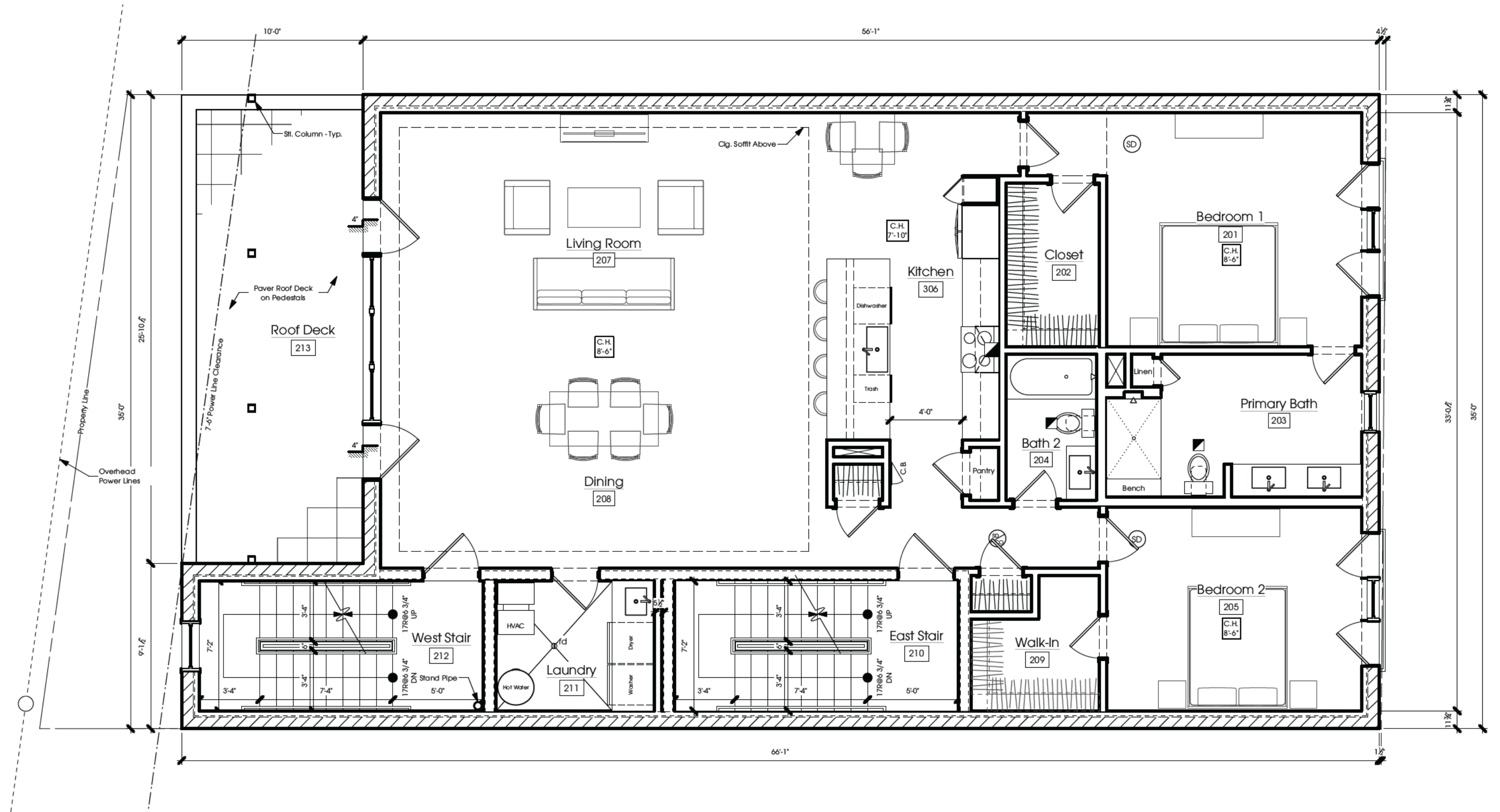


GFA Calculations:

First Floor: 922 SF
Lower Floor: 1,388 SF
Total GFA: 2,310 SF

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847 864 9650 | f847 864 0956

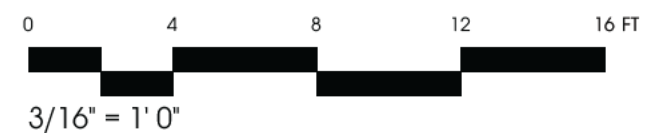


Second Flr Plan

Scale: 3/16" = 1'-0"

Mar 31, 2023

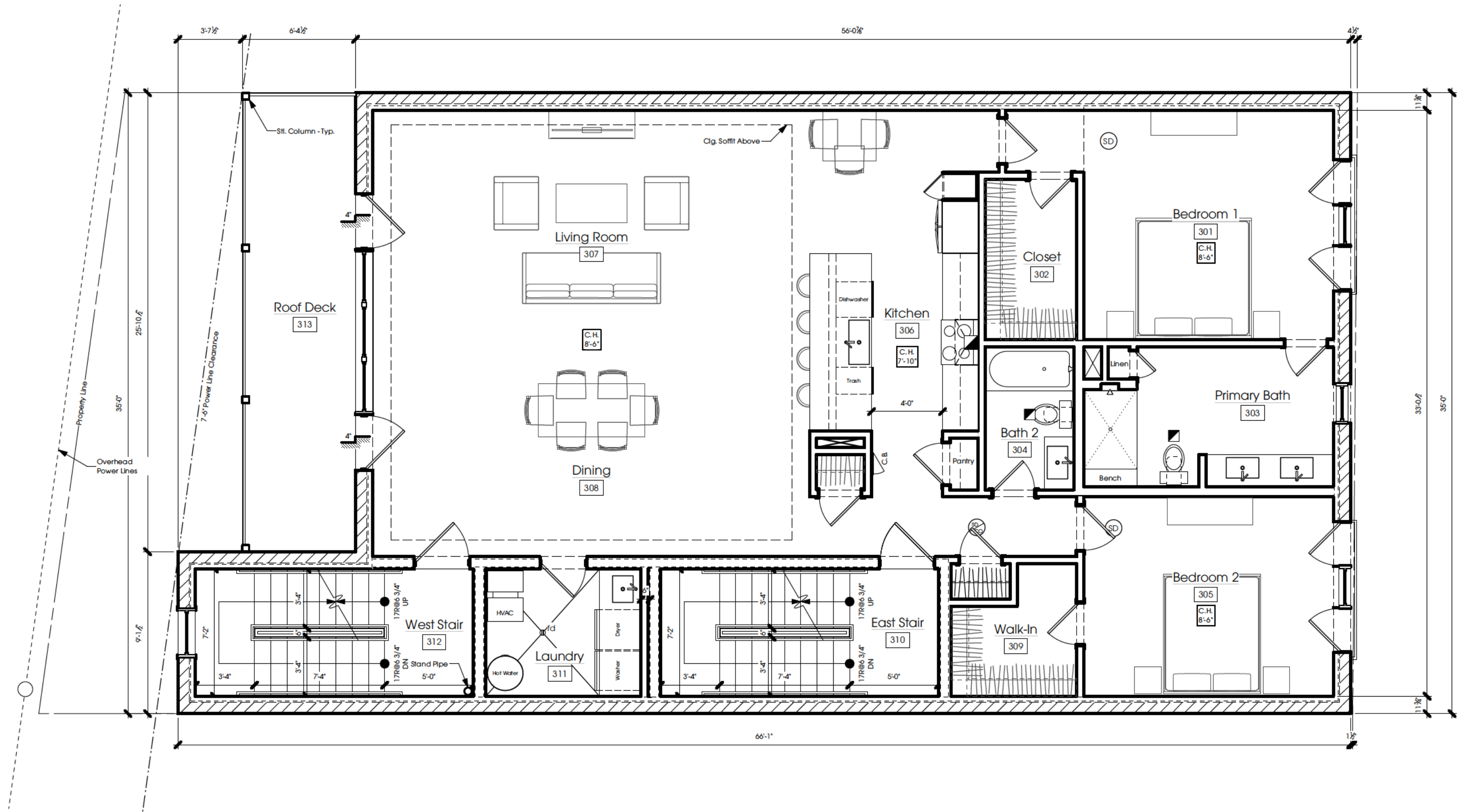
New Construction
Mixed Use Building
564 Green Bay Rd.
Winnetka, IL



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Pg.5

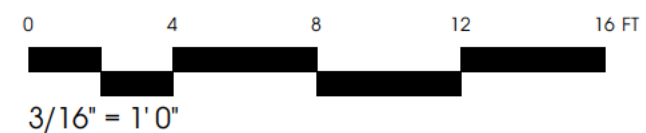


Third Flr Plan

Scale: 3/16" = 1'-0"

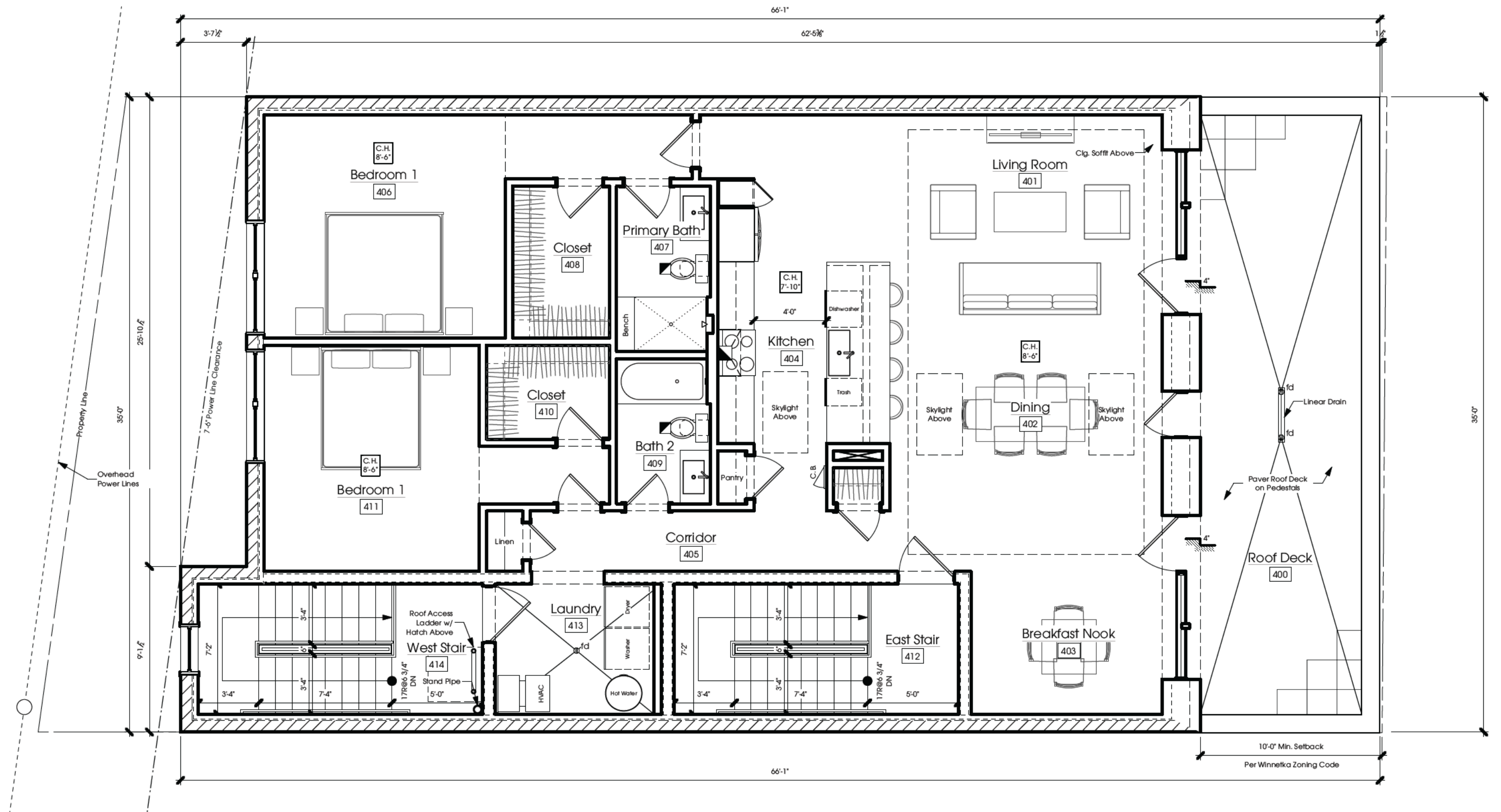
Mar 31, 2023

New Construction
Mixed Use Building
564 Green Bay Rd.
Winnetka, IL



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1642 payne street | evanston IL 60201
847 864 9650 | f847 864 0956

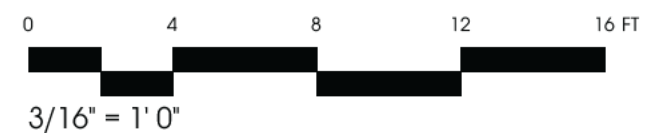


Fourth Flr Plan

Scale: 3/16" = 1'-0"

Mar 31, 2023

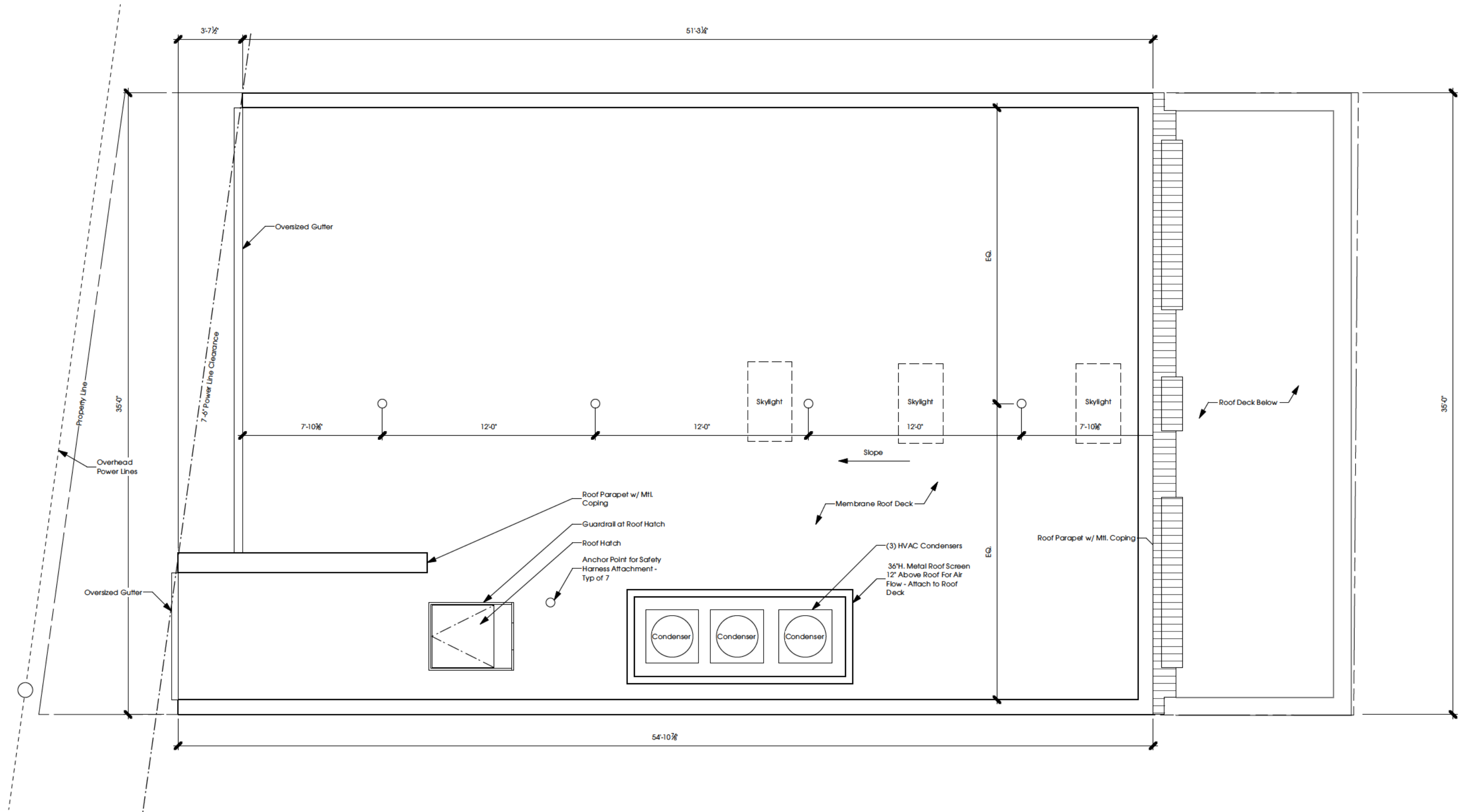
New Construction
Mixed Use Building
564 Green Bay Rd.
Winnetka, IL



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847 864 9650 | f847 864 0956

Pg.7

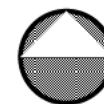
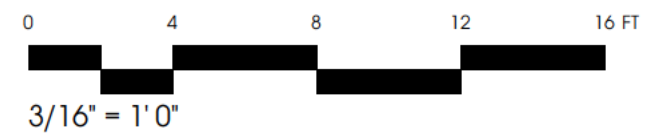


Roof Plan

Scale: 3/16" = 1'-0"

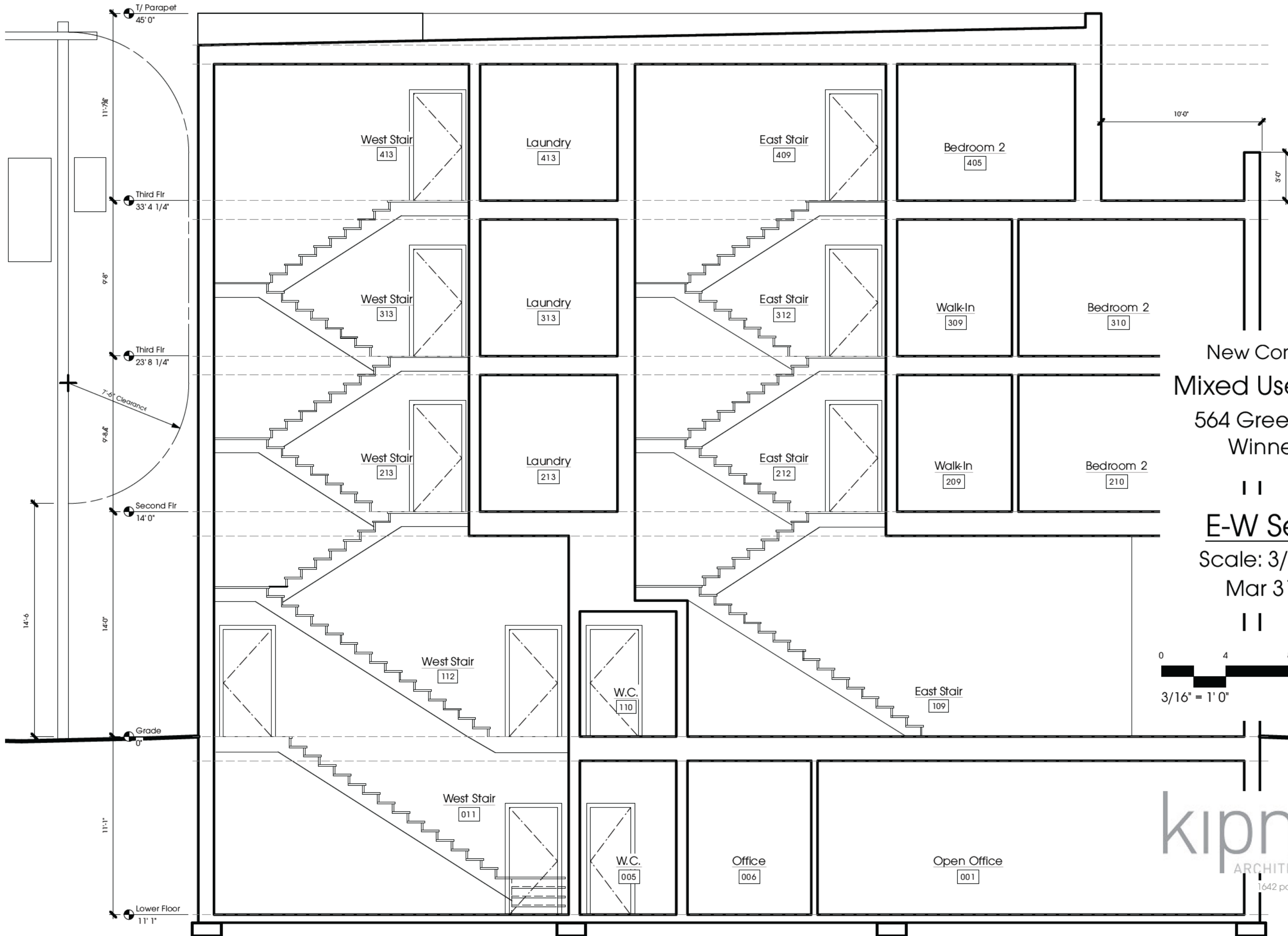
Mar 31, 2023

New Construction
Mixed Use Building
564 Green Bay Rd.
Winnetka, IL



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New Construction
Mixed Use Building
564 Green Bay Rd.
Winnetka, IL

||
E-W Section
Scale: 3/16" = 1'-0"
Mar 31, 2023



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EXHIBIT D

PROPOSED EXTERIOR ELEVATIONS

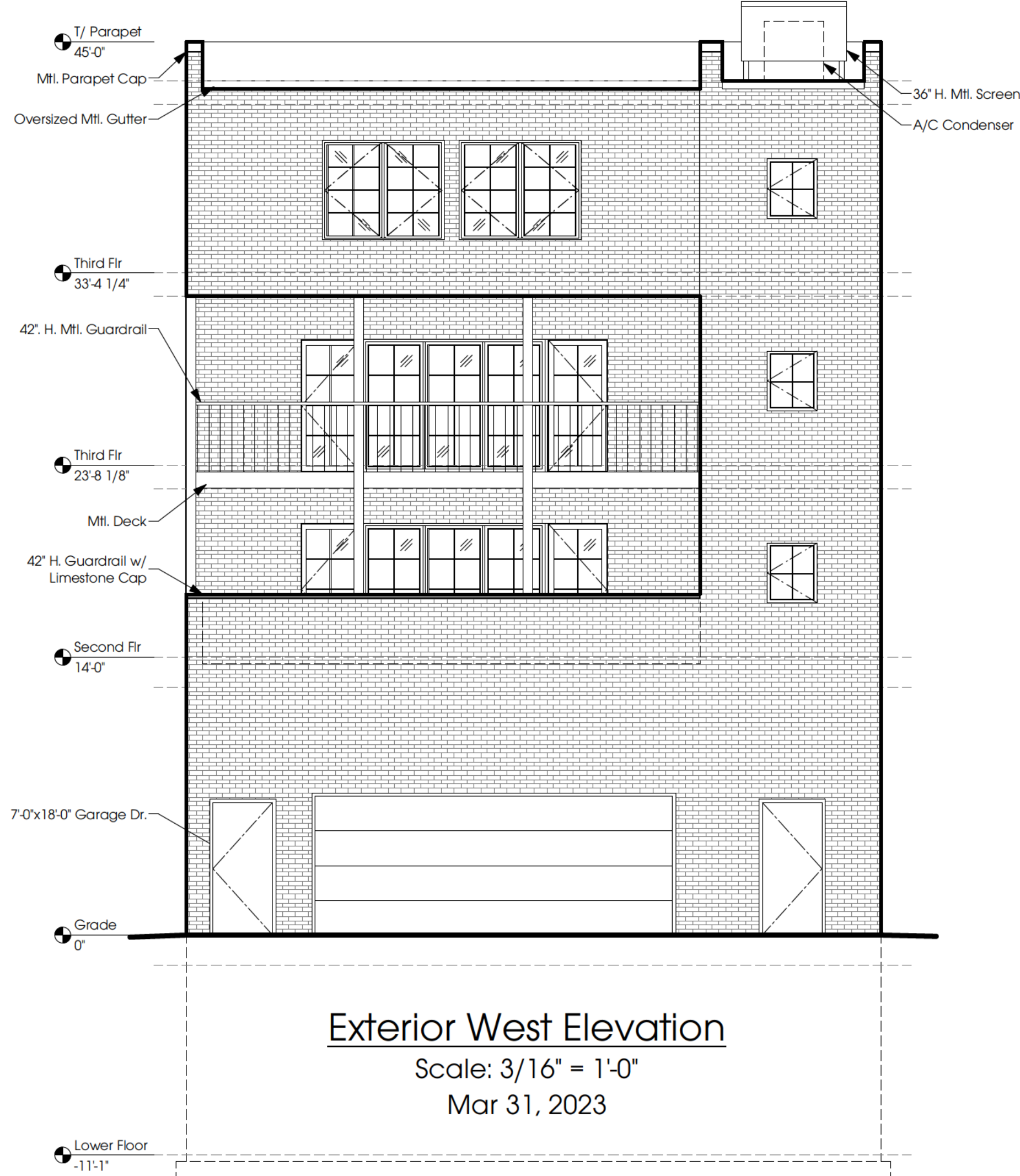
(SEE ATTACHED EXHIBIT D)



3/16" = 1'-0"

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Page 91 of 306



New Construction
Mixed Use Building
564 Green Bay Rd.
Winnetka, IL

Exterior West Elevation

Scale: 3/16" = 1'-0"

Mar 31, 2023

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Pg.11



New Construction
Mixed Use Building
564 Green Bay Rd.
Winnetka, IL

Exterior Rendering
Scale: 3/16" = 1'-0"
Mar 31, 2023

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847 864 9650 | f847 864 0956

Pg.12

EXHIBIT E

PROPOSED BUILDING MATERIALS AND FIXTURES

(SEE ATTACHED EXHIBIT E)

Proposed Building Materials & Fixtures

564 Green Bay Rd, Winnetka, IL

1. Windows - Marvin Ultimate Picture Window - See Attachment #1
 - Exterior Finish: Black, Interior Finish: Gloss Black
 - Casement w/ SDL, Full Screen (not visible from exterior)
 - Glazing: Low E2 clear, Double Glazed Argon Filled
 - Light Transmittance: 0.44,
 - Condensation Resistance: 58
 - U-value: 0.3
 - SHGC: 0.26
2. Juliet Balcony Doors - Marvin Ultimate Swinging French Door - See Attachment #2
 - Exterior Finish: Black, Interior Finish: Gloss Black
 - Doors w/ SDL
 - Glazing: Low E2 clear, Double Glazed Argon Filled, Light Transmittance: 0.44, Condensation Resistance: 58, U-value: 0.3, SHGC: 0.26
3. Entry Door - Marvin Ultimate Commercial Door - See Attachment #3
 - Commercial Type Entry Door, Exterior Finish: Black, Interior Finish: Gloss Black
 - Hardware: Commercial, Exterior Finish: Brass, Interior Finish: Brass
 - Mortice lock and kick plate on inside, ADA compliant.
4. Storefront Window - Kawneer
 - IR 350 Framing System, Finish: Black
5. Balcony Railing
 - Metal, Powder Coat Finish: Black, 42" high, Baluster 3/4" Square, Spaced 3 1/2" o.c.
6. Brick - Interstate Brick - See Attachment #6
 - Style: Atlas 16" x 2 1/4" x 8", Grout groove in middle
 - Finish: "Pewter"
 - Mortar Color: Pale Gray
7. Limestone
 - Indiana Limestone Color: White / Grey
8. Light Fixtures - Lumens Caliber LED Outdoor Wall Sconce - See Attachment #8
 - dweLED, Finish: Black, One-Way Light Option
 - Wall Plate: 4 1/2" W x 5 1/2" H x 1/2" D
9. Cornice - Stone Panels, LLC - See Attachment #9
 - Style: StoneLite Panel Cornice
 - Finish: Indiana Grey Limestone Below
10. Thin Veneer Limestone Panels - Stone Panels, LLC - See Attachment #10
 - Finish: Sanded
 - Color: Indiana Grey Limestone
11. Metal Coping - PAC Clad - See Attachment 11
 - Finish: Cityscape
12. Metal Standing Seam Roof - PAC Clad - See Attachment 12
 - Finish: Cityscape

564 Greenbay Rd - Material Sample Board



**Windows & Doors - Exterior
Finish - Black**
Marvin

**Storefront Windows -
Exterior Finish - Black**
Kawneer

**Metal Railing - Powder Coat
Finish - Black**

**Limestone Block &
Decoration - Indiana
Limestone Grey**

**Metal Roof & Coping -
Cityscape**
PAC-Clad

**Brick - Atlas, Color - Pewter
& Pale Gray Mortar**
Interstate Brick

**Thin Veneer Limestone
& Cornice -
Indiana Limestone -
Sanded Finish**
StonePanels Inc.

EXHIBIT F

UNCONDITIONAL AGREEMENT AND CONSENT

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

WHEREAS, 564 Green Bay LLC, an Illinois limited liability company ("**Applicant**"), is the record title owner of the parcel of real property commonly known as 564 Green Bay Road in Winnetka, Illinois ("**Subject Property**"); and

WHEREAS, the Subject Property is located within the C-2 General Retail Commercial District of the Village ("**C-2 District**") measuring approximately 0.05 acres in size and is currently improved with a two-story commercial building, which is currently vacant ("**Existing Building**"); and

WHEREAS, the Applicant desires to demolish the Existing Building and redevelop the Subject Property a new, four-story mixed-use, multi-family building which building is proposed to include: (i) a ground-floor and lower-level commercial unit; (ii) an enclosed parking garage for the residential units at the rear of the building to accommodate two vehicles; and (iii) three single-level, two-bedroom residential units on the second, third and fourth floor of the proposed building, respectively (collectively, the "**Proposed Improvements**"); and

WHEREAS, to permit construction of the Proposed Improvements, the Applicant filed an application for: (i) a special use permit pursuant to Sections 17.46.110.G and Chapter 17.56 of the Zoning Ordinance to allow the construction and operation of a street-level parking garage within the C-2 District ("**Special Use Permit**"); (ii) a variation from Section 17.46.030 of the Zoning Ordinance to permit a rear yard setback of 3 feet; (iii) a variation from Section 17.46.110 of the Zoning Ordinance to permit two off-street parking spaces on the Subject Property (collectively, the "**Variations**"); and (iv) a certificate of appropriateness pursuant to Section 15.40.010 of the Village Code ("**Certificate of Appropriateness**") (collectively, the "**Requested Relief**"); and

WHEREAS, Ordinance No. M-08-2023, adopted by the Village Council on _____, 2023 ("**Ordinance**"), grants the Requested Relief; and

WHEREAS, Section 10 of the Ordinance provides, among other things, that the Ordinance will be of no force or effect unless and until the Applicant has filed, within 60 days following the passage of the Ordinance, its unconditional agreement and consent to accept and abide by each and all of the terms, conditions, and limitations set forth in the Ordinance;

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

1. The Applicant hereby unconditionally agrees to accept, consent to, and abide by each and all of the terms, conditions, limitations, restrictions, and provisions of the Ordinance.
2. The Applicant acknowledges that public notices and hearings have been properly given and held with respect to the adoption of the Ordinance, has considered the possibility of the

revocation provided for in the Ordinance, and agrees not to challenge any such revocation on the grounds of any procedural infirmity or a denial of any procedural right.

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

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

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

Dated: _____, 2023

ATTEST:

564 GREEN BAY LLC

By: _____

By: _____

Its: _____

Its: _____



MEMORANDUM VILLAGE OF WINNETKA

COMMUNITY DEVELOPMENT DEPARTMENT

TO: DESIGN REVIEW BOARD
FROM: ANN KLAASSEN, ASSISTANT DIRECTOR
DATE: APRIL 12, 2023
SUBJECT: 564 GREEN BAY ROAD – NEW MIXED-USE BUILDING
CERTIFICATE OF APPROPRIATENESS (AMENDED CASE NO. 23-04-SU)

INTRODUCTION

On April 20, 2023, the Design Review Board (DRB) is scheduled to hold a continued public hearing on an amended application submitted by 564 Green Bay Road, LLC (the “Applicant”), as the owner of the property located at 564 Green Bay Road (the “Subject Property”). The Applicant proposes construction of a new **four-story** mixed-use building on the Subject Property and requests approval of a Certificate of Appropriateness.

A mailed notice was sent to property owners within 250 feet of the Subject Property, for the initial hearing in March, in compliance with the Village Code. As of the date of this memo, staff has not received any written comment from the public regarding this application.

MARCH 16, 2023, DESIGN REVIEW BOARD MEETING

On March 16, 2023, the DRB held a public hearing on the Applicant’s request for approval of a Certificate of Appropriateness for the design of the proposed building to allow construction of a new four-story mixed-use building on the Subject Property. The staff report for the March 16 meeting can be found in **Attachment B1**.

After hearing from Village staff and the Applicant, the DRB discussed the proposed building. The Board members were very complimentary of the design but expressed concern about some of the proposed building materials. The DRB also suggested that the fourth story be setback to break down the scale of the building. At the Applicant’s request, the DRB continued the item to the April 20 DRB meeting to provide the Applicant time to respond to the Board’s comments. A copy of the March 16 meeting minutes is included in the April 20 agenda packet for the DRB’s approval.

AMENDED PROPOSED PLAN

In response to the comments at the March 16 DRB meeting, the Applicant has provided the attached written explanation describing the revised design, building materials, and revised plans (**Attachment A1**). The primary changes include the following:

- The fourth story has been setback to comply with the upper-story setback of 10 feet and is now designed as a standing seam metal mansard roof, in a dark gray color referred to as Cityscape, that would match the metal parapet cap;

- Elimination of the EIFS panels on the upper stories. The revised design includes the use of brick for the second and third stories, with limestone decorated windows.
- Use of StoneLite panels for the cornice.

At the April 20 meeting, the Applicant will review the revised plans and explain the design decisions in response to the Board's comments.

The images on the following pages compare some of the plans considered at the March 16 DRB meeting with the current amended plan (Figures 1 through 6).



Figure 1 – Front Building Elevation – Green Bay Road (March 16 Meeting)



Figure 2 – Amended Front Building Elevation – Green Bay Road

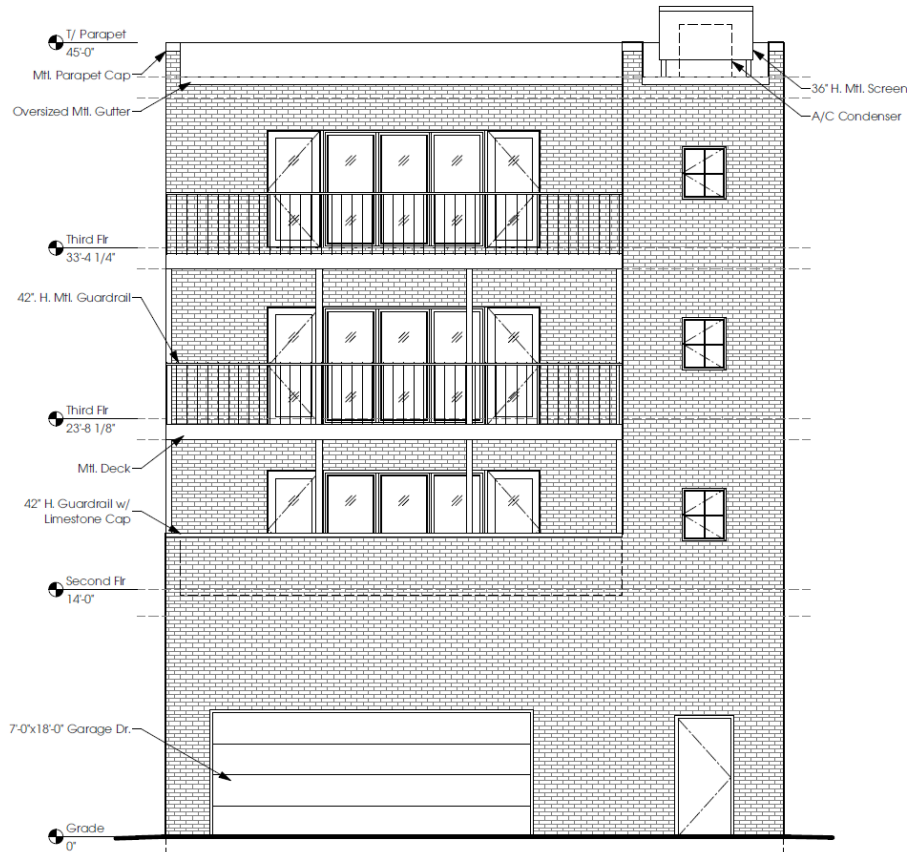


Figure 3 – Rear Building Elevation – Public Alley (March 16 Meeting)

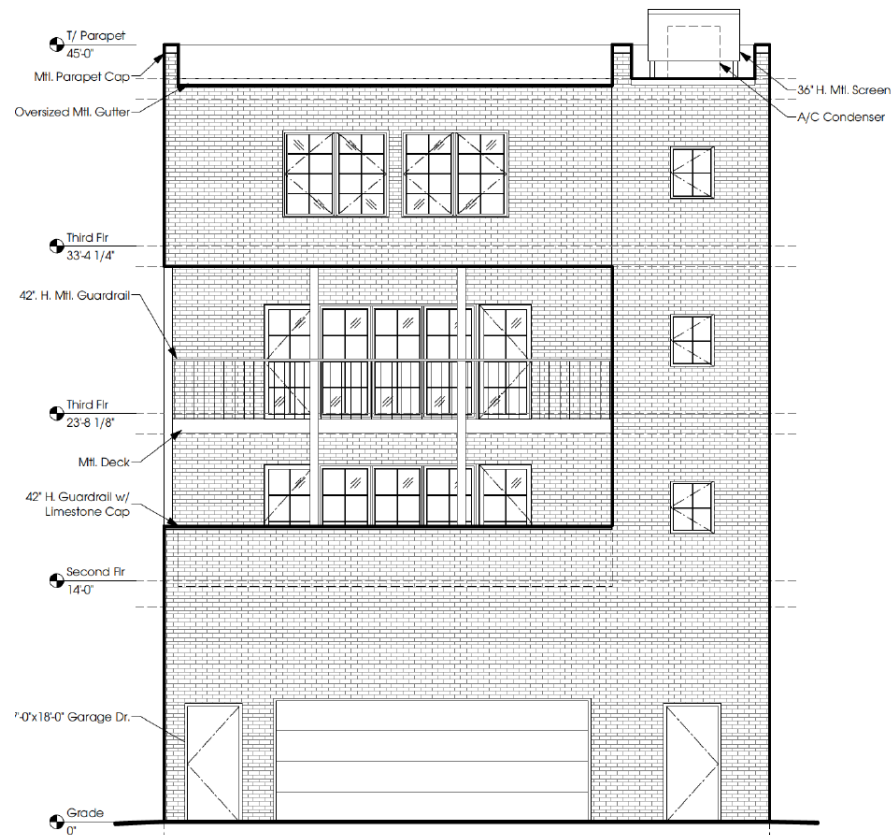


Figure 4 – Amended Rear Building Elevation – Public Alley



Figure 5 – Rendering of Proposed Building (March 16 Meeting)



Figure 6 – Amended Rendering of Proposed Building

OTHER ADVISORY BOARD/COMMISSION REVIEW

As noted in the March staff report to the DRB, the Applicant has also submitted an application requesting approval of a special use permit to allow off-street parking at street-level along the alley on the Subject Property, as well as a variation application seeking approval to (i) provide less than the minimum required rear yard setback; and (ii) provide less than the minimum required off-street parking spaces for the three residential units. The upper-story setback variation that was noted in the March DRB staff report is no longer necessary as the revised plans currently before the DRB include the required fourth story setback of 10 feet.

It is worth noting that Village staff and the Applicant are studying issues with the powerlines at the rear of the Subject Property. In order for the proposed construction to comply with the minimum clearance requirements between powerlines and buildings, the design of the rear of the building may have to be altered, which would increase the rear yard setback of the building; and therefore, reduce the requested rear yard setback variation.

The Zoning Board of Appeals (ZBA) considered the special use permit and variation requests on April 10, 2023. It is important to note that the plans considered by the ZBA were the same as the revised plans that are currently being considered by the DRB. After hearing from the Applicant, the ZBA discussed the request. The members did not have concern regarding the rear yard setback variation. However, two members expressed concern regarding the lack of parking that would be provided for the residential units and setting a precedent for future mixed-use development. Others felt that the parking requirements are outdated, especially for a site that is located in close proximity to public transit and within walking distance of many businesses and community services. The difficulty of providing the required parking on a site that is 2,512 square feet in lot area was also discussed by the ZBA. Ultimately, by a vote of 4-1, the ZBA voted to recommend approval of the request.

The Plan Commission is scheduled to consider the special use permit on April 26, 2023.

CERTIFICATE OF APPROPRIATENESS CONSIDERATIONS

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

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

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

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

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

The Board will need to determine if the proposed mixed-use building complies with the above standards. Excerpts of the Village Design Guidelines, which apply to mixed-use buildings in the commercial districts, are included as Attachment B1.

RECOMMENDATION

At the April 20, 2023, Design Review Board meeting, the Board is scheduled to consider the design of the Applicant's proposed mixed-use building. After hearing from the Applicant and the public, the Board may decide to take action on one of two options:

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

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

*Move to recommend **approval [denial]** of a certificate of appropriateness for the **design of the proposed four-story mixed-use building on the Subject Property**, subject to the following conditions:*

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

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

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

ATTACHMENTS

Attachment A1: Applicant's Explanation of Revised Design, Materials, and Revised Plans

Attachment B1: March 9, 2023, DRB Staff Report and Attachments

564 Green Bay Rd,
Winnetka, IL
Letter on Design Guidelines
Attn: Ann Klasseen

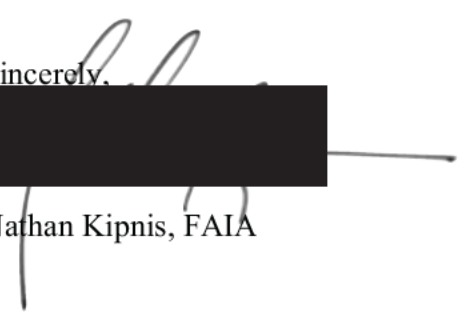
564 Green Bay has been designed from the ground up to aesthetically fit into the Elm Street / Green Bay Road district. This four story brick and limestone mixed use building is intended to relate to the historic character of the vintage buildings in Winnetka. This district is allowed to be taller and denser in order to congregate residences nearer to commuter train access. Our project embraces this higher density as part of a sustainable and transit oriented future.

The proposed design is intended to engage the street front. The district is home to many mixed use developments with large glass storefronts. This design matches this with two sets of expansive full glass doors and a wide storefront window at the ground floor. This will allow light to penetrate in and pedestrians on the street to feel connected to the building.

The facade is composed of three forms. A strong limestone base to embrace the street level, the brick upper stories with limestone decorated windows, and the setback 4th flr mansard roof deck. A detailed limestone belt course highlights the change between the limestone base and the upper portion. The bedroom windows provide a balanced and restrained amount of glazing compared to a contemporary design. Each window is accented with a Juliette balcony which allows every bedroom access to light and air, and provides a connection with the streetscape below. The upper cornice is appropriately scaled and caps the building.

The base of the building, is designed with classic, locally sourced Indiana limestone, and is punctuated by two black entry doors and a black framed storefront window which contrasts with the light color of the stone. The remainder of the building is made from light colored brick with a modular sized appearance.

Sincerely,



Nathan Kipnis, FAIA

Proposed Building Materials & Fixtures

564 Green Bay Rd, Winnetka, IL

1. Windows - Marvin Ultimate Picture Window - See Attachment #1
 - Exterior Finish: Black, Interior Finish: Gloss Black
 - Casement w/ SDL, Full Screen (not visible from exterior)
 - Glazing: Low E2 clear, Double Glazed Argon Filled
 - Light Transmittance: 0.44,
 - Condensation Resistance: 58
 - U-value: 0.3
 - SHGC: 0.26
2. Juliet Balcony Doors - Marvin Ultimate Swinging French Door - See Attachment #2
 - Exterior Finish: Black, Interior Finish: Gloss Black
 - Doors w/ SDL
 - Glazing: Low E2 clear, Double Glazed Argon Filled, Light Transmittance: 0.44, Condensation Resistance: 58, U-value: 0.3, SHGC: 0.26
3. Entry Door - Marvin Ultimate Commercial Door - See Attachment #3
 - Commercial Type Entry Door, Exterior Finish: Black, Interior Finish: Gloss Black
 - Hardware: Commercial, Exterior Finish: Brass, Interior Finish: Brass
 - Mortice lock and kick plate on inside, ADA compliant.
4. Storefront Window - Kawneer
 - IR 350 Framing System, Finish: Black
5. Balcony Railing
 - Metal, Powder Coat Finish: Black, 42" high, Baluster 3/4" Square, Spaced 3 1/2" o.c.
6. Brick - Interstate Brick - See Attachment #6
 - Style: Atlas 16" x 2 1/4" x 8", Grout groove in middle
 - Finish: "Pewter"
 - Mortar Color: Pale Gray
7. Limestone
 - Indiana Limestone Color: White / Grey
8. Light Fixtures - Lumens Caliber LED Outdoor Wall Sconce - See Attachment #8
 - dweLED, Finish: Black, One-Way Light Option
 - Wall Plate: 4 1/2" W x 5 1/2" H x 1/2" D
9. Cornice - Stone Panels, LLC - See Attachment #9
 - Style: StoneLite Panel Cornice
 - Finish: Indiana Grey Limestone Below
10. Thin Veneer Limestone Panels - Stone Panels, LLC - See Attachment #10
 - Finish: Sanded
 - Color: Indiana Grey Limestone
11. Metal Coping - PAC Clad - See Attachment 11
 - Finish: Cityscape
12. Metal Standing Seam Roof - PAC Clad - See Attachment 12
 - Finish: Cityscape

564 Greenbay Rd - Material Sample Board



**Windows & Doors - Exterior
Finish - Black**
Marvin

**Storefront Windows -
Exterior Finish - Black**
Kawneer

**Metal Railing - Powder Coat
Finish - Black**

**Limestone Block &
Decoration - Indiana
Limestone Grey**

**Metal Roof & Coping -
Cityscape**
PAC-Clad

**Brick - Atlas, Color - Pewter
& Pale Gray Mortar**
Interstate Brick

**Thin Veneer Limestone
& Cornice -
Indiana Limestone -
Sanded Finish**
StonePanels Inc.

Marvin Exterior Fixed Window



Attachment #1

Unit Features

Ultimate Casement: UCA

Ultimate Awning: UAWN

Ultimate Casement Picture: UCAP

Ultimate Casement Narrow Frame: UCANF

Ultimate Awning Narrow Frame: UAWNNF

Ultimate Casement Narrow Frame Picture: UCANFP

Ultimate Casement Corner: UCACNR

UCA, UCANF, UAWN, UAWNNF Hardware:

- Folding handles
 - Color: Satin Taupe
 - Optional colors: White, Bronze, Matte Black, Satin Chrome, Satin Nickel, Oil Rubbed Bronze, Brass, Antique Brass
- Locks used are a concealed multi-point sequential system
- Stainless steel packages are available for coastal application
- Aluminum pole crank (Optional)
 - Color: mill finish
 - Sizes: 60" (1524), 96" (2438), 138" (3505)

NOTE: Pole crank operate locks

UCA/UCANF Hardware:

- Casement operator includes a crank hardware system that allows the window to open to a full 90 degrees with a minimal reduction of egress net clear opening
 - All steel is covered with an E-Gard™ protection coat and the standard track is stainless steel
 - Operation force at handle is 5 lbs. (2 kg) or less
- Casement hinges allow the user the ability to slide the sash across the frame opening so the sash exterior will rotate toward the user for the easy wash mode
 - Each unit includes one single arm operator or dyad operator depending upon the width of the unit
 - Frame OM width of 20" (508) to under 24" (610) use an 18" (457) wash/egress hinge
 - Frame OM widths greater than 24" (610) use a 22" (559) wash/egress hinge
 - Frame OM widths less than 20" (508) use a dyad hinge (dyad hinges do not have the special easy wash mode feature)
- Optional Factory installed Window Opening Control Device (WOCD)
 - The standard operation of the WOCD limits the operation of the sash to an opening of less than 4" (102)
 - The sash arm detaches from the lock housing by a two-step function actuation to allow the normal operation of the unit.
 - The WOCD re-engages when the unit is fully closed
 - Hardware meets the ASTM F2090-17
 - WOCD is Coastal compliant.
 - Minimum operable unit size: 20" (508) x 19 1/8" (486)
 - Maximum operable unit size:
 - 44" (1118) width
 - If the width is greater than 36" (914) and less than 44" (1118), then 92" (2337) maximum height
 - If the width is less than or equal to 36" (914), then 96 1/8" (2442)
 - Components
 - The WOCD hardware is handed
 - The Lock Housing and sash arm are comprised of multiple stainless steel, injection-molded components, and a single stainless steel spring
 - The Lock Housing fits within a pocket on the jamb.
 - The Sash Arm will fit within a pocket between the jamb/sill cover and the locking hardware.
- Hinges used are steel coated with an E-Gard™ protection coat and hinge track is stainless steel
- Each unit contains two hinges that connect stiles of sash to jamb material
- Hinges are designed to support up to a 210 lb. (95 kg) sash
- Optional power drive operator:
 - Motor is metal cased
 - Motor cover is plastic
 - Cover colors: Satin Taupe, White and Bronze
 - Field installed
 - Available for all size CN 16 and wider
- Remote control available as an option

Attachment #1

Unit Features**UAWN/UAWNNF Hardware:**

- Optional Op-O-Lock Hardware (only available with UAWN)
 - Requires a folding handle
 - Minimum frame OM width is 28" (711)
 - Minimum frame height is 15 1/8" (384)
 - Maximum frame OM width is 72" (1829)
 - Maximum frame OM height is 47 1/8" (1197)
- Custodial Sash Limiters
 - If Casement frame OM is larger than 36" (914) x 102" (2591), 40" (1016) x 92" (2337), or 44" (1118) x 71.125" (1807) custodial limiters will be applied, limiting travel
 - If Awning frame OM is larger than 72" (1829) x 72" (1829) custodial limiters will be applied, limiting travel

Optional Glass:

- 1" Tripane Low E1 outer piece and Low E1 Argon inner piece
- 1" Tripane Low E2 outer piece and Low E2 Argon inner piece
- 1" Tripane Low E3 outer piece and Low E1 Argon inner piece

Mulling:

- For mull performance, refer to the General Mulling chapter of the ADM.

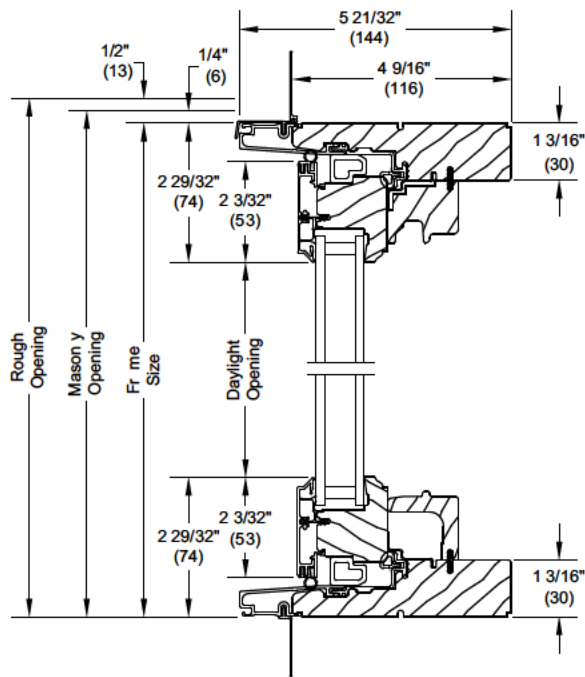
Attachment #1

Ultimate Casement, Awning and Picture

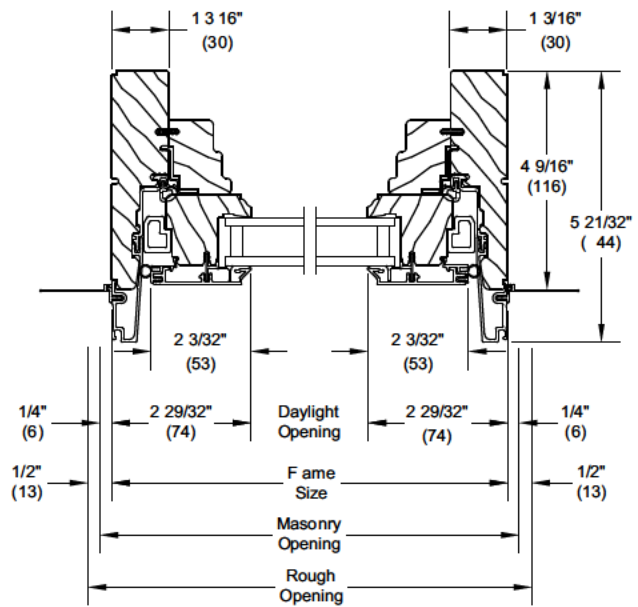
Section Details: Operating/Stationary/Picture - 1" (25) IG

Scale: 3" = 1' 0"

Stationary/Picture

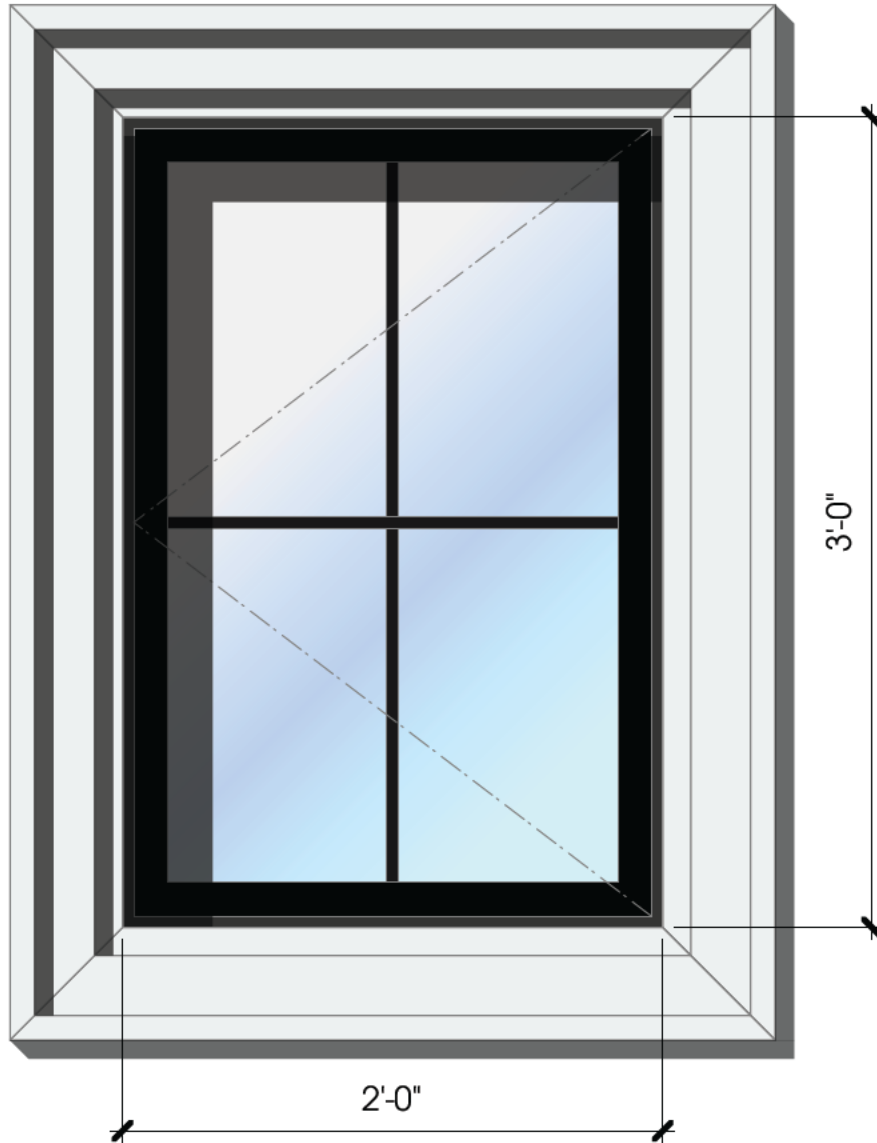


Head Jamb and Sill



Jambs

Architectoral Drawing
Exterior Fixed Window



Attachment #1

Marvin Exterior



Attachment #2

Architectural Drawing
Exterior Juliet Balcony Window Elevation



Attachment #2

Unit Features**This Collection consists of:**

UOFDIZ4: Ultimate Outswing French Door IZ4
UIFDAT: Ultimate Inswing French Door Arch Top
UOFDAT: Ultimate Outswing French Door Arch Top
UIFD2.25AT: Ultimate Inswing French Door Arch Top (with IZ3)
UOFD2.25AT: Ultimate Outswing Arch Top 2 1/4" (with IZ3, IZ4)

Frame:

- Frame thickness: 1 1/16" (27)
- Frame width: 4 9/16" (116)
- Fiberglass reinforced pultruded sill with water shed and weep system
 - Standard color: beige
 - Optional color: bronze
- Standard Oak sill liner
 - Optional interior sill liner of Mahogany or Cherry

Panel:

- Panel thickness: 1 3/4" (44) - UOFD IZ4, UIFDAT, UOFDAT
 - Top rail height and stile width: 4 3/4" (121)
 - Traditional French Door bottom rail height: 8 1/8" (206)
 - Bottom rail:
 - Stave core is used for Pine, Cherry, Douglas Fir and Mahogany
 - Laminated veneer lumber (LVL) is used for White Oak
 - Stationary stile and hinged stile:
 - LVL is used for White Oak, Mahogany and Cherry
 - Stave core is used for Pine and Douglas Fir
 - Locking stile: all wood species use LVL
 - Top rail:
 - LVL is used for White Oak
 - Solid wood for Mahogany and Cherry
 - Stave core is used for Pine and Douglas Fir
 - Intermediate rail: solid wood for all species (N/A on IZ4 UOFD)
- Panel thickness: 2 1/4" (57) - UIFD2.25AT, UOFD2.25AT, UIFD2.25AT IZ3, OFD2.25AT IZ3
 - Top rail height and stile width: 6" (152)
 - Bottom rail height: 8 1/8" (206)
 - Bottom rail, stationary stile, locking stile, hinged stile and top rail for all species use LVL
 - Top rail is solid wood for arch top doors
 - Intermediate rail: solid face laminated
- Standard interior wood cope sticking: ogee
- Optional interior wood cope sticking: square
- Panels are interior glazed

Raised/Flat Panel Option:

- Standard stamped raised panel uses .080" (2) aluminum to the exterior with foam backing
- Core is medium density fiberboard (MDF) with non finger-jointed wood laminated to the interior

Weather Strip:

- Weather strip at all panel perimeter points
- Standard color: beige
- Optional color: black

For the following products, please reference their individual chapters:

Ultimate Inswing French Door G2
Ultimate Inswing French Door 2 1/4" G2*
Ultimate Inswing Door (3" stiles)*
Ultimate Outswing French Door G2
Ultimate Outswing French Door 2 1/4" G2*
Ultimate Outswing Door (3" stiles)*

* Available with IZ3 certification

Attachment #2

Unit Features

Hardware:

- Multi-point lock: applied to active and optional on inactive panels, 2 3/8" (60) backset, with latch engagement and three locking points, with option of keyed alike.
 - Dead bolt
 - Head jamb bolt
- Manual head and foot bolt standard on inactive panel with option of multi-point lock
- Multi-point lock is standard on 2 1/4" inactive panels
- Optional mortise lock and passage latch on inactive panel
- Traditional handle set finish options:
 - Powder coat finishes: Satin Taupe, White, Dark Bronze, Matte Black
 - Metal finishes: Satin Chrome, Polished Chrome, Antique Brass, Oil Rubbed Bronze, Brass PVD, Oil Rubbed Bronze PVD, Satin Nickel PVD
- Contemporary handle set finish options:
 - Painted finishes: Matte Black, Dark Bronze,
 - Metal finishes: Oil Rubbed Bronze PVD, Satin Nickel PVD

Hinges:

- Adjustable hinges
 - Standard finish: Satin Taupe with a steel substrate
 - Optional powder coat finish: Gold Tone, Dark Bronze, Silver Frost, White, Matte Black
 - Optional finish: Antique Brass, Satin Chrome, Oil Rubbed Bronze, Polished Chrome, Brass PVD, Satin Nickel PVD, Oil Rubbed Bronze PVD
 - Dimensions are 4 1/4"(108) x 3 3/4"(95) with 3/8"(10) radius corners
 - Adjustment is 3/16"(5) for horizontal and vertical of panels in frame
 - Quantity per panel for UIFDAT, UOFDAT
 - Unit rough opening height ≤ 80" (2032) = three hinges per panel
 - Unit rough opening height ≥ 84" (2134) and ≤ 96"(2438) = four hinges per panel
 - Quantity per panel for UIFD2.25AT, and UOFD2.25AT
 - Unit rough opening height ≤ 86 1/2"(2197) = three hinges per panel
 - Unit rough opening height > 86 1/2" (2197) and ≤ 96" (2438) = four hinges per panel
 - Unit rough opening height > 96" (2438) = five hinges per panel
 - Optional four hinges for unit rough opening height ≤ 96"(2438)
- Optional butt hinge for 1 3/4" doors
 - Default finish (Inswing): Satin Taupe with steel substrate; Optional finishes: Brass Plated, Solid Brass, Antique Brass, Oil Rubbed Bronze, Satin Chrome, Satin Nickel, White, Stainless Steel, Satin Nickel PVD
 - Default finish (Outswing): Solid Brass or Stainless Steel with non-removable pin
 - Dimensions: 4" (102) x 4" (102) with radius corners
 - Quantity per panel
 - Unit rough opening height < 86 1/2" (2198) = three hinges per panel
 - Unit rough opening height ≥ 86 1/2" (2198) up to ≤ 110 1/2"(2807) = four hinges per panel
 - Unit rough opening height > 110 1/2" (2807) = five hinges per panel
- Optional ball bearing hinges for 2 1/4" doors and 1 3/4" doors
 - Default finish is Satin Chrome with a brass substrate; Optional finish: Solid Brass, Bronze with a brass substrate or stainless steel (2 1/4" only)
 - Dimensions:
 - For 2 1/4" doors, 4 1/2" (114) x 4 1/2" (114) with square corners.
 - For 1 3/4" doors, 4 1/2" (114) x 4 1/2" (114) with radius corners
 - Quantity per panel
 - Unit rough opening height < 86 1/2" (2198) = three hinges per panel
 - For 2 1/4" doors: Unit rough opening height ≥ 86 1/2" (2198) up to ≤ 96"(2438) = four hinges per panel
 - For 2 1/4" doors: Unit rough opening height > 96" (2438) = five hinges per panel
 - For 1 3/4" doors: Unit rough opening height ≥ 86 1/2" (2198) up to ≤ 110 1/2"(2807) = four hinges per panel
 - For 1 3/4" doors: Unit rough opening height > 110 1/2" (2807) = five hinges per panel

Attachment #2

Unit Features Continued**Glass and Glazing:**

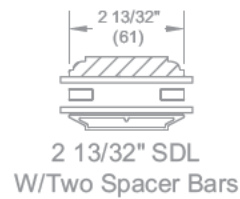
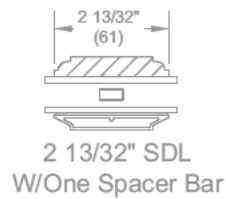
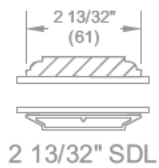
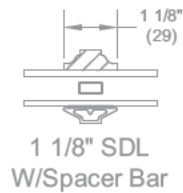
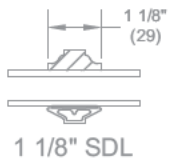
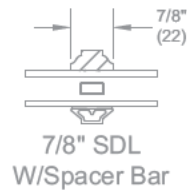
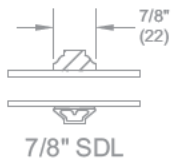
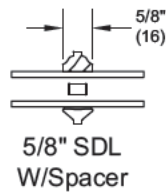
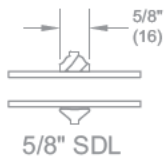
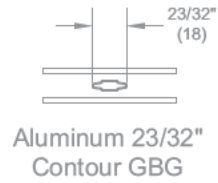
- Glazing method: Insulating - Dual Pane or Tri Pane
- Glazing seal: Silicone glazed
- Standard glass: Insulating Dual Pane Low E2 with Argon or Air
- Optional dual-pane glass make-ups:
 - Low E1 Argon or Air,
 - Low E3 Argon or Air,
 - Low E2/ERS Argon or air,
 - Low E3/ERS Argon or air, clear, tints, tempered, obscure, and decorative glass options
- Optional Tri Pane glass make-ups:
 - Low E2/E1 Argon, Krypton-Argon, or Air
 - Low E3/E1 Argon, Krypton-Argon, or Air
 - Low E1 Argon, Krypton-Argon, or Air
- Available glass types:
 - Laminated
 - Tempered
 - Obscure
- Tints:
 - Bronze
 - Gray
 - Green
 - Reflective Bronze
- Decorative glass options:
 - Frost
 - Reed
 - Narrow Reed
 - Rain
 - Sandblasted
 - Glue Chip
- All glass is of select quality complying with ASTM C 1036. Tempered or Laminated safety glazing per CPSC 16 CFR 1201. Insulating glass is manufactured and tested to pass level ASTM 2190 and is IGCC certified.
- IZ3 has tempered exterior pane.
- For additional specialty glazing options, please contact your Marvin representative.

Lock Status Sensor (Optional):

- Available for UIFD2.25AT, UOFD2.25AT.
- Refer to **Lock Status Sensor Installation Instructions** for requirements.
- To achieve a closed and locked status, The Lock Status Sensor requires that the door must be closed to depress the anti-slam mechanism so that the door can be manually locked. It allows easy integration with home automation systems using a wireless connection.
 - Requires purchase of secondary transmitter for operation. Marvin will prep for this option. Wired connection not available.
- Wireless Lock Status Sensor is located within the width and height of the operating panel.
- Sensor Location will always be integrated into the locking hardware system.

Attachment #2

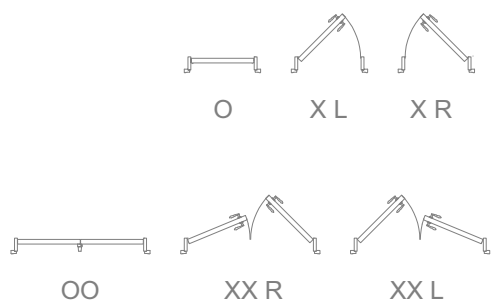
Standard Divided Lite Options



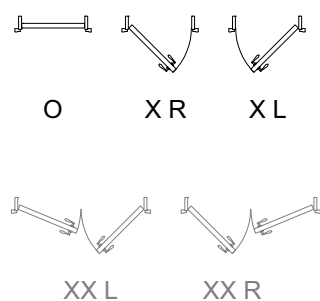
Attachment #2

Handing Configurations

Inswing Handing Configurations



Inswing Handing Configurations



Attachment #2

Exterior Commerical Entry Doors



Attachment #3

Architectural Drawing
Exterior Entry Door Elevation



Attachment #3

Unit Features

Ultimate Commercial Door: UCD

Ultimate Commercial Door 2 1/4": UCD2.25

Frame:

- Frame thickness: 1 1/16" (27).
- Frame width: 4 9/16" (116).
- Sill Options:
 - Standard factory installed thermal barrier saddle low profile 0.500" (13) by 7.125" (181) sill. Optional; thermal barrier saddle low profile 0.250" (6) by 7.125" (181) sill. Offset saddle low profile 0.500" (13) by 7.00" (178) sill with 0.250" (6) offset.
 - Optional factory installed thermal barrier saddle low profile 0.500" (13) by 8.125" (210) sill. Optional; thermal barrier saddle low profile 0.250" (6) by 8.125" (210) sill.
 - Optional factory installed thermal barrier saddle low profile 0.500" (13) by 9.125" (235) sill. Optional; thermal barrier saddle low profile 0.250" (6) by 9.125" (235) sill.
 - Optional: No sill.
 - Finishes: Standard: Mill Finish Aluminum, Optional: Dark Bronze Anodized Aluminum.

Panel:

- Panel thickness: UCD: 1 3/4" (44) and UCD2.25: 2 1/4" (57).
- Top rail height:
 - UCD panel: 6" (152).
 - UCD2.25 panel: 8 1/8" (206).
 - Panel core material is solid Pine or follows the species of the door.
- Stile width, locking and hinge stiles are 6" (153) wide with LVL core.
- Bottom rail height: 11 3/8" (289) is solid pine or follows the species of the door.
- Optional 6" (152) intermediate rail is solid pine or follows the species of the door, is centered 26" (660) or 40 5/16" (1024) from bottom of door sill.

Glass and Glazing:

- Select quality complying with ASM C 1036. Comply with 16 CFR 1201 Safety Standard for Architectural Glazing Materials. Tempered insulating glass IGMA.IGCC certified to performance level CBA when tested in accordance with ASTM E 774.
- Glazing Seal: Tempered insulating glass hermetically sealed placed into an exterior bed of silicone.
- UCD has 3/4" IG with removable interior vinyl glazing stops with clear wood covers, no visible fasteners.
- UCD2.25 has 1" IG with nailed on glazing stops.
- Glazing Method: Tempered Insulating Glass (Altitude Adjusted)
- Glass Type: Clear; Bronze; Gray; Reflective Bronze; Low E2 Argon or without Argon; Low E3 Argon or without Argon; Low E2/ERS Argon or air; Low E3/ERS Argon or air; Obscure; Laminated;
- Decorative glass options: Sandblasted, Glue Chip, Rain, Frost, 1/2 English Reed.

Attachment #3

Unit Features

Hardware:

- Hinges: 4 1/2" (114) x 4 1/2" (114) square corner ball bearing hinges. Standard finish color and substrate: Satin Chrome (US26D) over brass substrate.
 - Optional: Bronze finish over Brass substrate (US10A), Solid Brass (US3), Stainless Steel (US32D).
- UCD panel: Three hinges per panel for units less than 85 9/16" (2173) high rough opening, four hinges per panel on doors with 85 9/16" or larger (2173) rough opening.
- UCD2.25 panel: Three hinges per panel up to 85 9/16" (2173) high. Four hinges per panel over 85 9/16" (2173), 5 hinges per panel on units over 95" (2413) high. If panel width is greater than 35 13/16" (910), door has 4 hinges.
- No lock no bore is standard.
 - Optional Commercial Hardware Package:
 - Closer, rim device, mortise lock, removable mullion and kick plate.
 - Optional hardware Routs and Preps.
 - Von Duprin Push pad Rim Devices and Trim Sets.
 - Von Duprin Cross Bar Device and Trim Sets.
 - Von Duprin 5547 Concealed Vertical Rod Exit Device. (2 1/4" Door only)
 - Sargent 8200 Mortise Lock Prep.
 - Schlage L Mortise Lock and Trim Sets.
 - Schlage ND Cylindrical locks.
 - Alarm Lock.

Raised/Flat Panel Option:

- 6" (152) Intermediate rail is constructed of finger-joint, edge-glued pine, or laminated veneer lumber (LVL) core.
 - Raised or Flat Extira® panel constructed of medium density fiberboard (MDF) core with wood laminate veneer to interior.
 - Exterior Standard Stamped Raised Panel uses .080" (2) aluminum with foam backing.
- Two placement options are available:
 - Low Placement, 26" (660) on center (OC) of 6" (152) intermediate rail from bottom of door sill for a 10 13/16" (275) visible panel height.
 - High Placement, 40 5/16" (1024) OC of 6" (152) intermediate rail from bottom of door sill for a 25 1/8" (638) visible panel height.

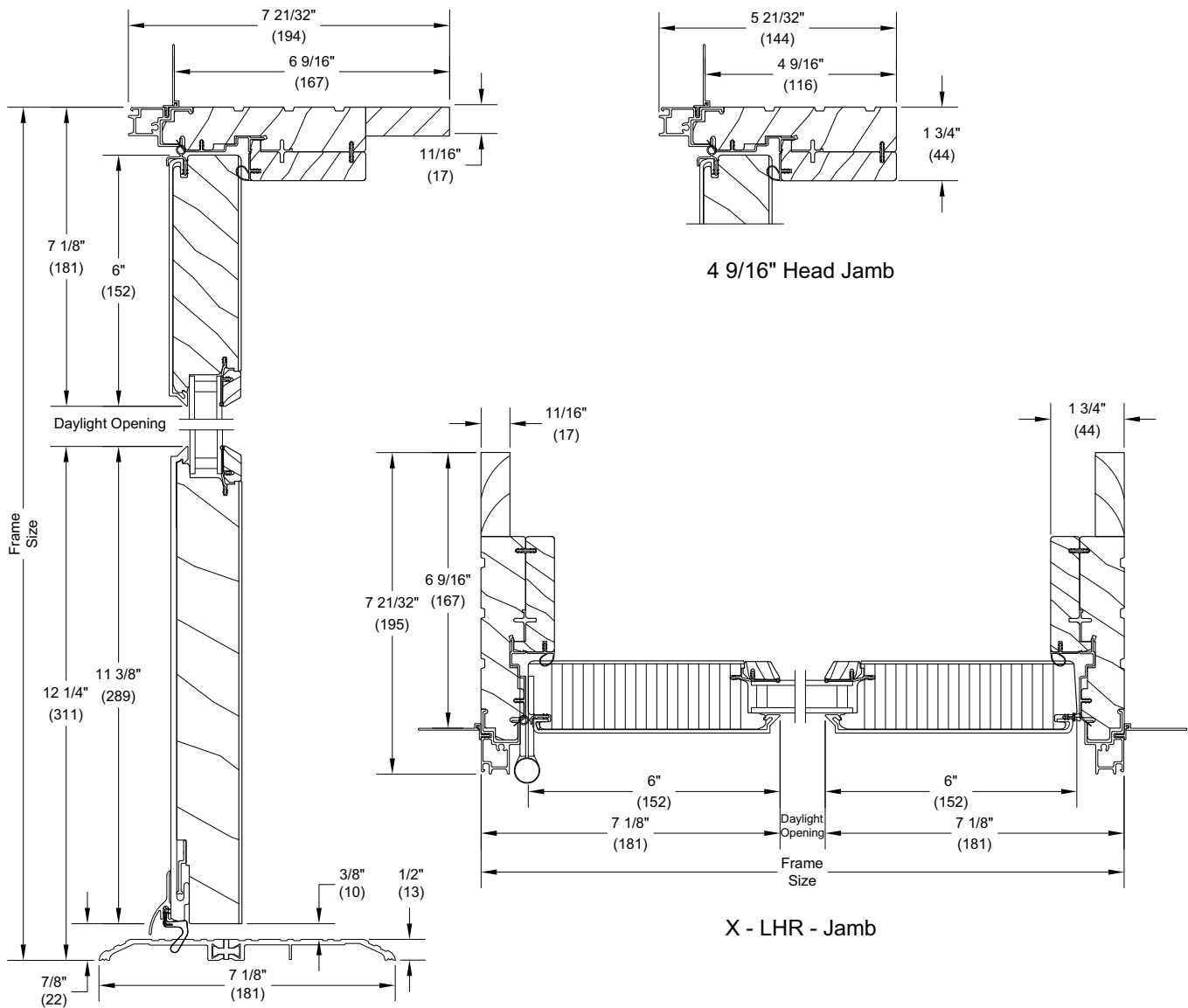
Weather Strip:

- Beige bulb type weather strip at top rails and hinge stiles.
 - Optional: Black.
- Black pile type weather strip at locking stiles.
- Panel drips and screws will be color matched to the panel clad color, for Custom Color clad the panel drips will be painted to match the panels but the screws will remain stainless steel.
- Sweep across panel bottom.
 - Optional: Bronze or Beige.

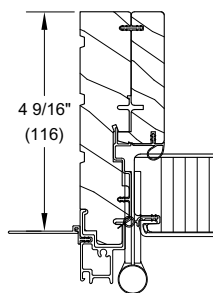
Attachment #3

1 3/4" Commercial Section Details: Operating

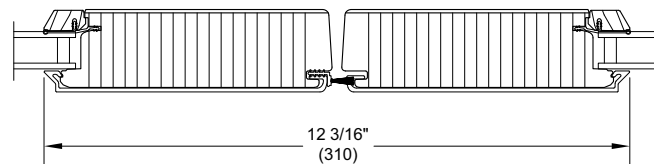
Scale: 3" = 1' 0"



Head Jamb and Sill



4 9/16" Jamb

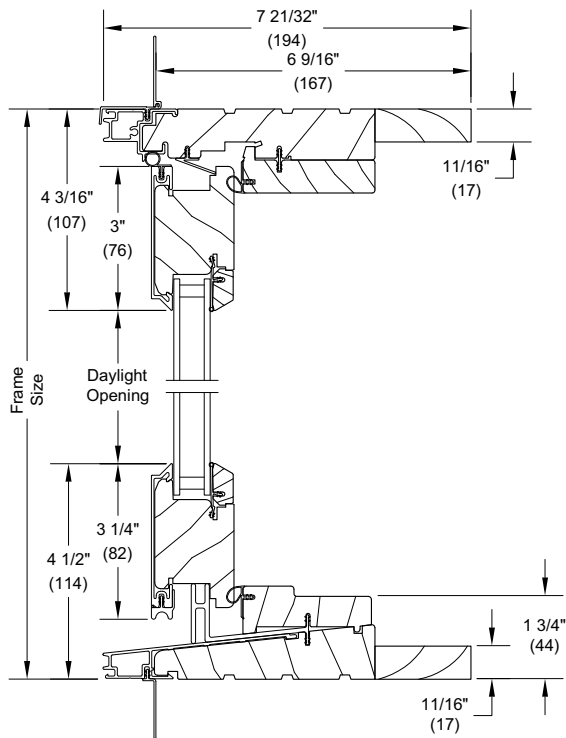


XX - Meeting Stiles

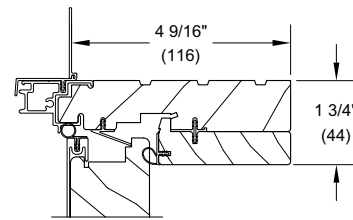
Attachment #3

1 3/4" and 2 1/4" Commercial Section Details: In-Sash Transom

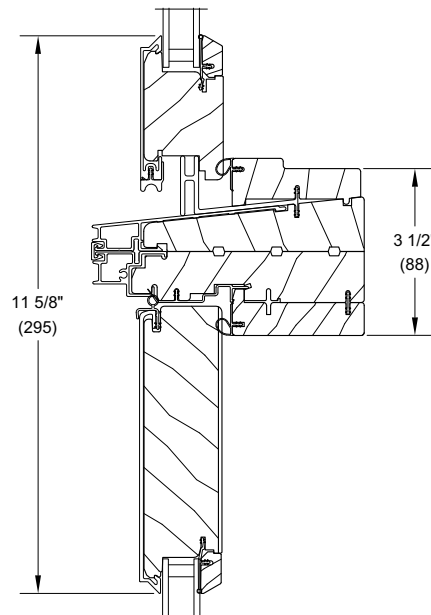
Scale: 3" = 1' 0"



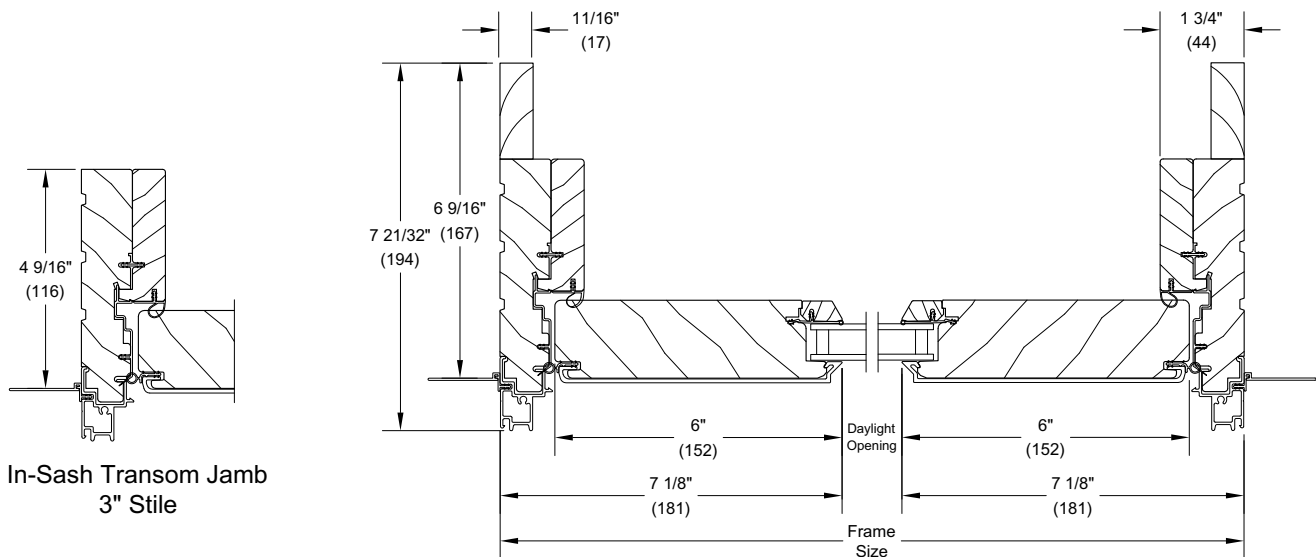
Head Jamb and Sill



4 9/16" In-Sash Transom
Head Jamb



Rectangular Transom
over Outswing CD Door

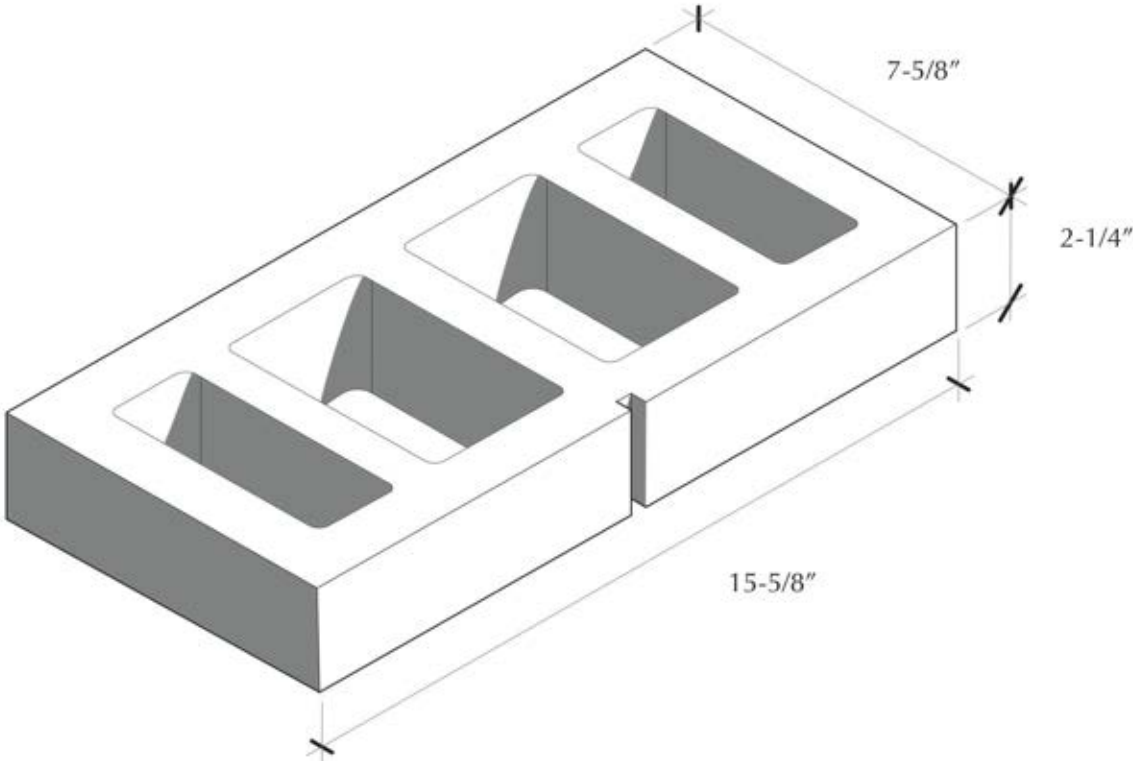


In-Sash Transom Jamb
3" Stile

In-Sash Transom Jamb

Attachment #3

Disclaimer: Images are for general color representation only – not size. Clay brick is comprised of natural materials from the ground. As such, each production run may vary from another and may have color variance within itself.



Synopsis

Atlas® is a clay brick cored in such a way as to permit reinforcing steel and the appropriate amount of grout within the cores when the brick is laid in a given bond pattern. The combination of brick, grout and reinforcing act together to resist tension, flexure and shear forces. Multiple Atlas sizes are available based on structural, fire, durability and aesthetic requirements.

Specs
Safety Data Sheet
Other Documents
Atlas® Brick Specs >

Attachment #6

Caliber LED Outdoor Wall Sconce

By dweLED

LUMENS
LIGHT AND LIVING
Call Us 877.445.4486

Caliber LED Outdoor Wall Sconce
By dweLED

Product Options

Finish: Black,
Size: One-Way Light

Details

Construction, Aluminum hardware with lens diffuser
Weather-resistant powder-coated finish
Driver concealed within the fixture
ELV dimming, 100% to 10%
Discrete cylinder with minimal mounting hardware
Can be mounted on the wall in all orientations
Material: Aluminum
Dimmable when used with a Electronic low voltage (ELV) Dimmer (Not Included)
Dimmer Range: 100 - 10%
ADA compliant
ETL Listed Wet
Warranty: 5 Year Functional, 2 Year Finish
Made In China

Dimensions

One-Way Light Option Fixture: Width 3", Height 10",
Depth 4"

One-Way Light Option Wall Plate: Width 4.5", Height
5.5", Depth 0.5"

Lighting

One-Way Light

Lamp Type	LED Built-in
Total Lumens	560
Total Watts	11.00
Volts	120 /277 Volt
Color Temp	3000 (Soft White)
Average Lifespan	72000.00
CRI	90
Equivalent Halogen, CFL or LED Bulb Can Be Used	No

Additional Details

Product URL:
<https://www.lumens.com/caliber-led-outdoor-wall-sconce-by-dweled-DWE695106.html>
Rating: ETL Listed Wet

ITEM#: DWE695106



Notes:

Prepared by:

Prepared for:

Project:

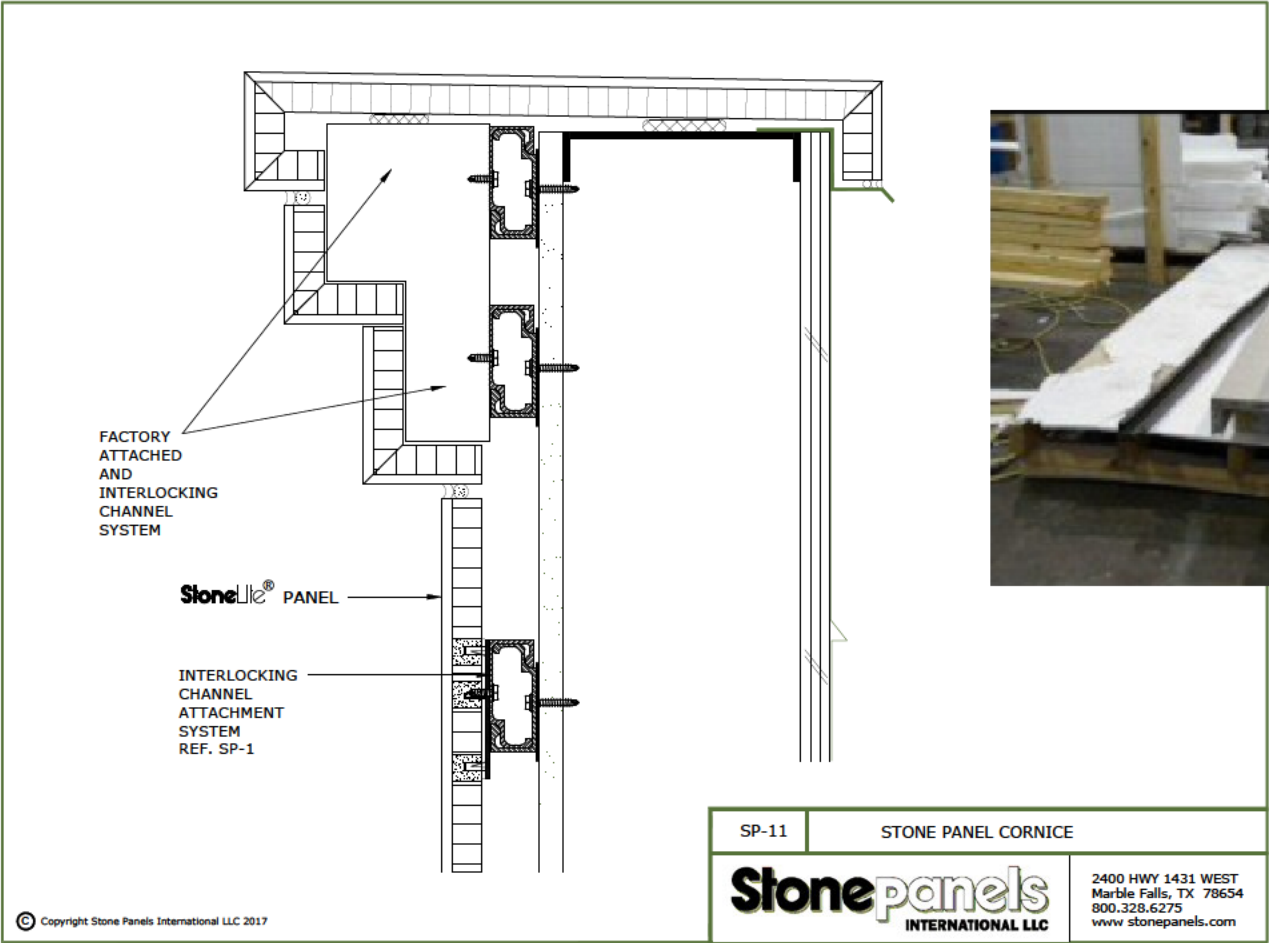
Room:

Placement:

Approval:

Attachment #8

Example Cornice Section



Technical Information

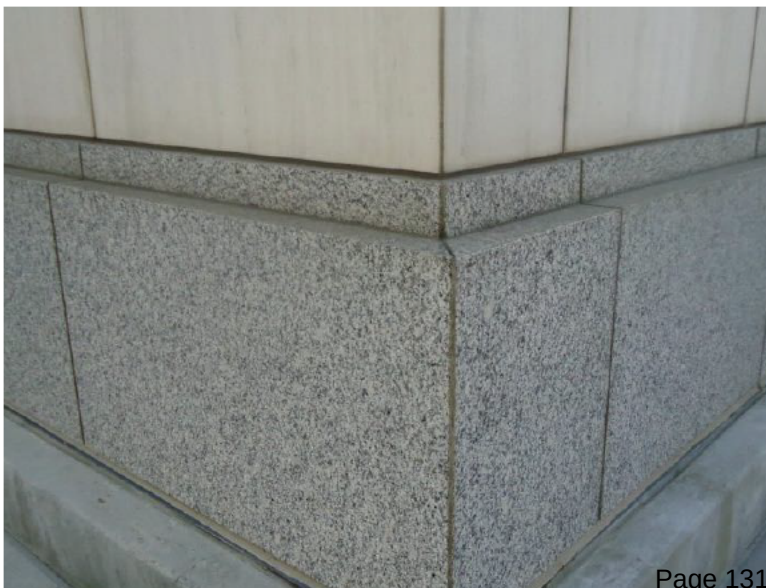
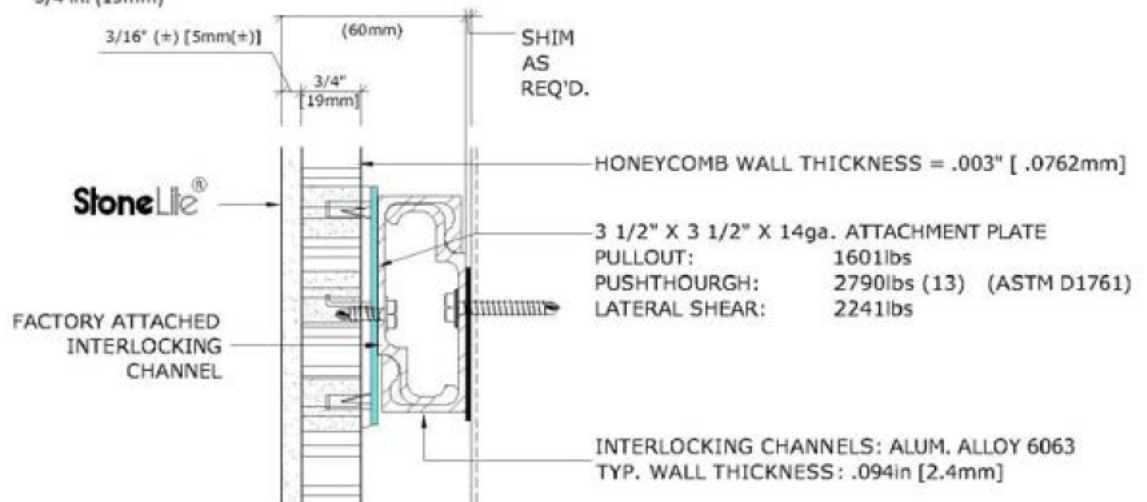


Panel Strength

- (1) Flexural Strength = 1012in - lbs (ASTMC880)
- (1) Tensile Bond = 299 psi (ASTM D897)
- (4) Flatwise Tension = 290 psi (ASTM C-67)
- (10) Racking Shear = 5000 lbs (+) (ASTM E-72)
- (12) Flexural = 479 psf positive (ASTM E-72-05)
430 psf negative (35.5" span)

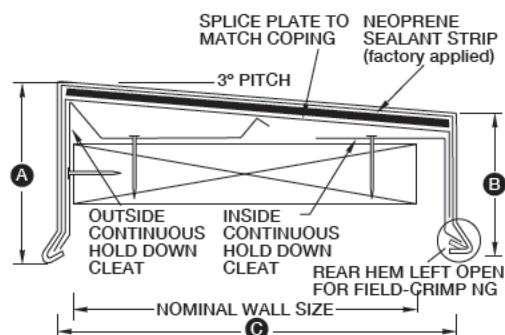
Product Data

Average Weight:	3.3 pounds / sq. ft. (16 kg/sq. M)
Standard panel dimensions:	4' x 8' (1219 x 2438mm)
Maximum panel dimensions:	5' x 10' (1524 x 2845mm) Ltd. Availability
Overall panel thickness:	15/16 in. +/- 1/16 in. (24mm +/- 1.6mm)
Tolerances (length, width & squareness):	+/- 1/16 in. (+/- 1.6mm)
Aluminum honeycomb thickness:	3/4 in. (19mm)



Attachment #10

PAC-CONTINUOUS CLEAT COPING



PATENT #6216408

The innovative design of the PAC Continuous Cleat Coping permits the installation of a sloped coping cap over extra-wide walls. The support of the cleat substantially reduces sagging, which can induce ponding and the possibility of leaks. For further weather tightness, neoprene strips are factory applied to each hold-down cleat (see illustration above).

Factory-supplied fasteners accompany each coping order to assure proper attachment of the cleats to the wood nailer. Field-crimping on the inside leg of the coping to the inside hold-down cleat completes the installation.

PRODUCT FEATURES

- ▶ Available in up to 12' lengths
- ▶ Full continuous cleat allows for quick installation and low labor costs

- ▶ Superior resistance to high-wind environments
- ▶ Can be custom-fabricated to meet specific job requirements

MATERIALS

- ▶ 43 stocked colors (24 gauge steel)
- ▶ 15 stocked colors (22 gauge steel)
- ▶ 36 stocked colors (.032 aluminum)
- ▶ 22 stocked colors (.040 aluminum)
- ▶ 29 stocked colors (.050 aluminum)
- ▶ 6 stocked colors (.063 aluminum)
- ▶ Galvalume Plus available
- ▶ Mill Finish Aluminum (.040, .050 and .063 aluminum)
- ▶ Clear & Colored Anodized (.040, .050 and .063 aluminum)

TESTING

- ▶ ANSI/SPRI/FM 4435/ES-1 Standard to comply with the International Building Code
- ▶ Factory Mutual approved for wind uplift protection

WARRANTY

A 20-Year, 120 mph Wind Warranty is available on orders to meet a project's specification. It provides a maximum of 20 years, 120 mph coverage for the repair or replacement of any portion of the roof edge system that has failed due to a defect in the supplied materials.



WIND UPLIFT

Material	Wall Width	FM I-90	FM I-105	FM I-120	FM I-165	FM I-180
24 ga. steel	16" max	✓				
22 ga. steel	16" max	✓	✓			
22 ga. steel	15" max	✓	✓	✓		
.050, .063 Alum.	24" max	✓	✓			
.050, .063 Alum.	16" max	✓	✓	✓	✓	
.050, .063 Alum.	15" max	✓	✓	✓	✓	✓

Attachment #11

TITE-LOC PLUS PANEL

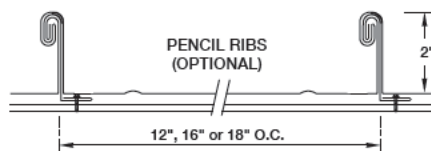
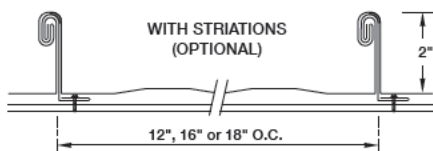
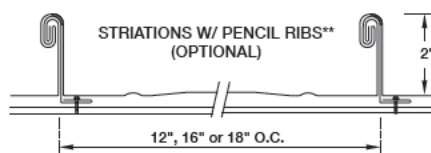
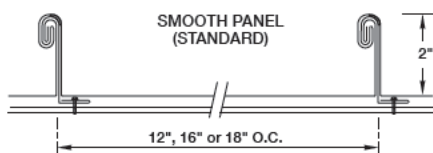
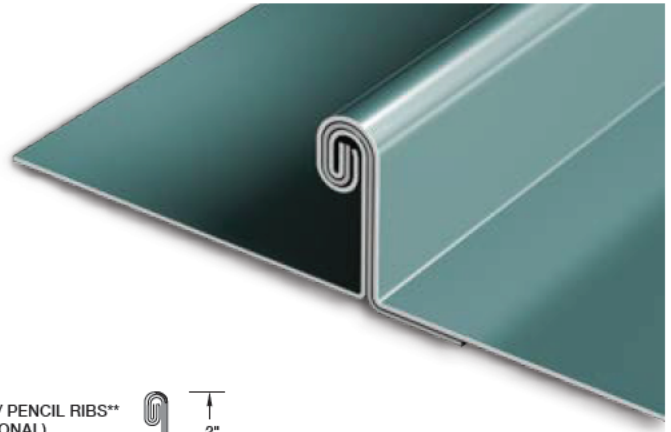
MATERIALS

.032 aluminum*	24 gauge steel*
.040 aluminum*	22 gauge steel*

SPECS

12", 16" or 18" O.C. 2" High

UL-90



PRODUCT FEATURES

- ▶ Herr-Voss corrective leveled
- ▶ Pencil ribs and striations are only available by request
- ▶ 30-year non-prorated finish warranty
- ▶ Maximum factory-produced panel length is 64' (check w/factory for longer lengths)
- ▶ Weathertightness warranty available

MATERIAL

- ▶ 43 stocked colors (24 gauge steel)
- ▶ 16 Stocked colors (22 gauge steel)
- ▶ 36 stocked colors (.032 aluminum)

- ▶ 22 stocked colors (.040 aluminum)
- ▶ Galvalume Plus available

UL CLASSIFICATION

- ▶ UL-580 Class 90 rated up to 18" O.C.
- ▶ UL-1897 wind uplift
- ▶ UL-790 Class A fire rated
- ▶ UL-263 fire resistance rated
- ▶ UL-2218 impact resistance rated

TESTS (TITE-LOC PLUS ONLY)

- ▶ 24 Gauge steel SSTD Missile Impact Tested - Passed

- ▶ .032 aluminum SSTD Missile Impact Tested - Passed

ASTM TESTS

- ▶ ASTM E1592 tested
- ▶ ASTM E331/1646 tested
- ▶ ASTM E283/1680 tested
- ▶ ASTM E2140 (Tite-Loc Plus only)

FLORIDA BUILDING & MIAMI-DADE PRODUCT APPROVALS

Please refer to pac-clad.com or your local factory for specific product approval numbers for Tite-Loc Plus.

*24 gauge and 22 gauge steel and .032 and .040 aluminum panels are UL-90 classified over solid substrate. See roof deck construction in Underwriters Laboratories roofing materials and systems directory. 24 gauge and 22 gauge Tite-Loc Plus panels are FM Approved in 12" and 16" widths over 16 gauge open purlins only.

** Not available in all locations. Consult PAC rep for availability.

Not all panel conditions are available in each Petersen branch; additional freight charges might apply if specific panel condition is required. Tite-Loc and Tite-Loc Plus panels are supplied "smooth" as standard. Customer must advise if additional panel conditions are required.

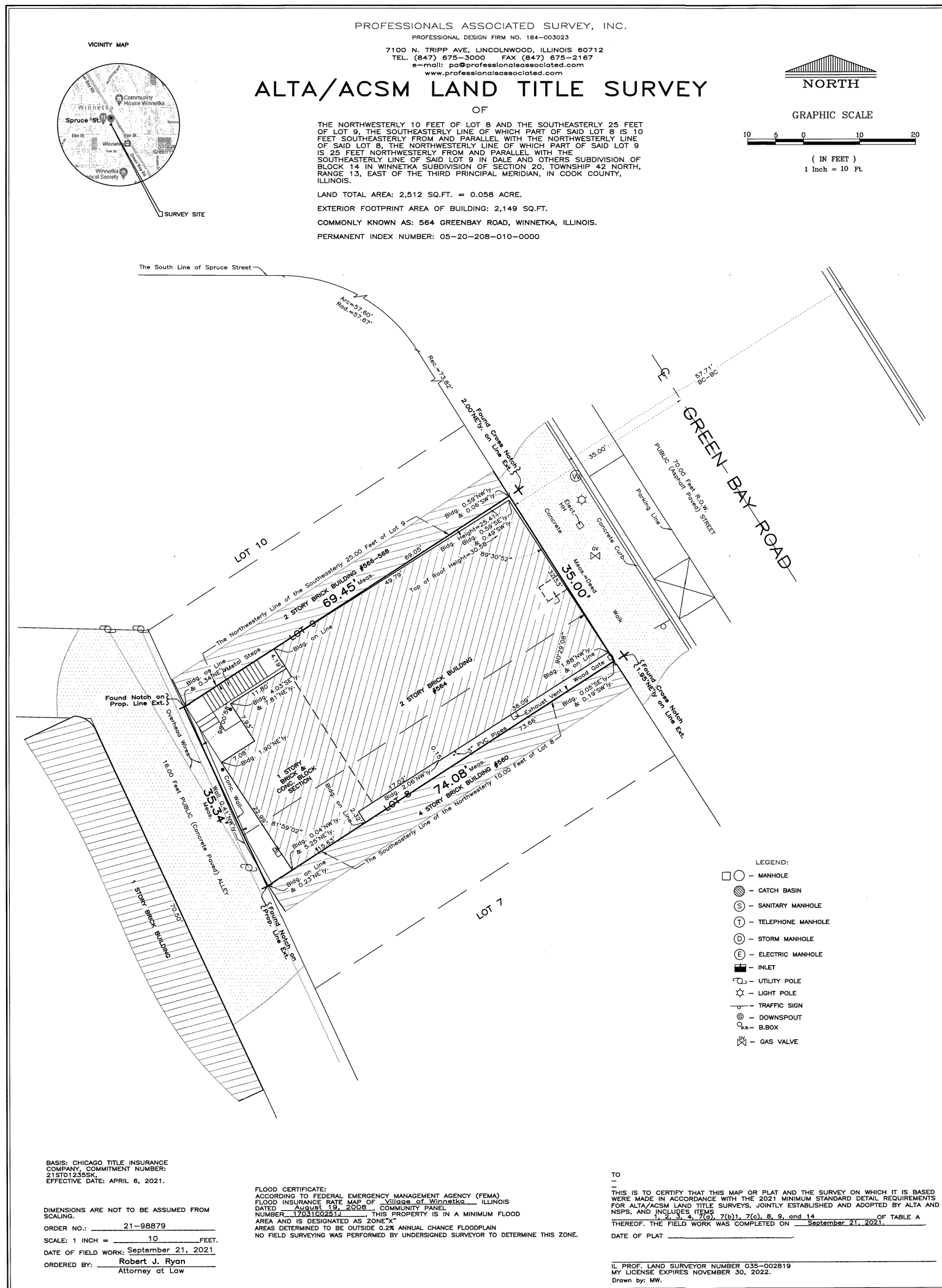
Attachment #12



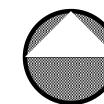
800 PAC CLAD | PAC-CLAD.COM

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New Construction
Mixed Use Building
564 Green Bay Rd.
Winnetka, IL



Survey
Scale: N.T.S.
Mar 31, 2023



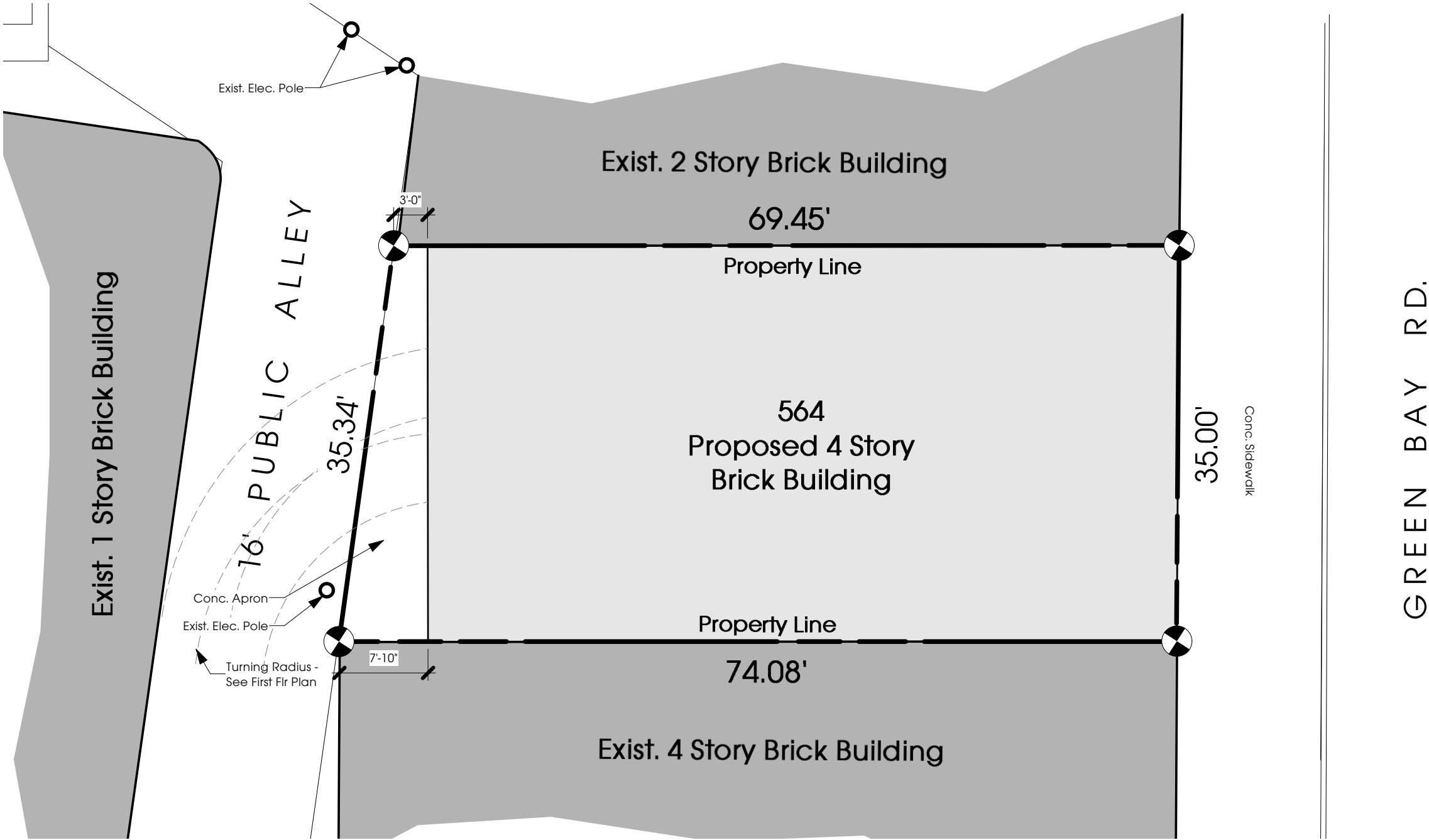
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ARCHITECTURE+PLANNING

1642 payne street | evanston IL 60201
847 864 9650 | f847 864 0956

Zoning Data

Zoning District	C2	
	Req'd/ Max	Proposed
Lot Area (Per Surveyor)		2,512 s.f.
Min. Front Setback	0'0"	0'0"
Min. Rear Setback	10'0"	3'0"
Max. Building Height	45'0"	45'0"
Stories Above Grade	4 Stories	4 Stories
Fourth Floor Setback	10'0"	10'-0"
Floor Area:		
Lower Flr		2,313 s.f.
GFA for Commerical		1,388 s.f.
First Floor		2,313 s.f.
GFA for Commercial		922 s.f.
Second Floor		1,790 s.f.
Interior		1,532 s.f.
Deck		258 s.f.
Third Floor		1,698 s.f.
Interior		1,532 s.f.
Deck		166 s.f.
Fourth Floor		1,690 s.f.
Interior		1,344 s.f.
Deck		346 s.f.

- MEP Notes
- Building shall be fully sprinklered, including the garage.
 - Building shall be fully alarmed w/ Fire Alarm Control Panel
 - New sanitary sewer shall be provided.
 - New water service shall be provided.
 - New 400 amp electrical service shall be underground. Disconnects & meters shall be located outside.



New Construction
Mixed Use Building
564 Green Bay Rd.
Winnetka, IL

Site Plan

Scale: 3/32" = 1'-0"

Mar 31, 2023

08162432 FT

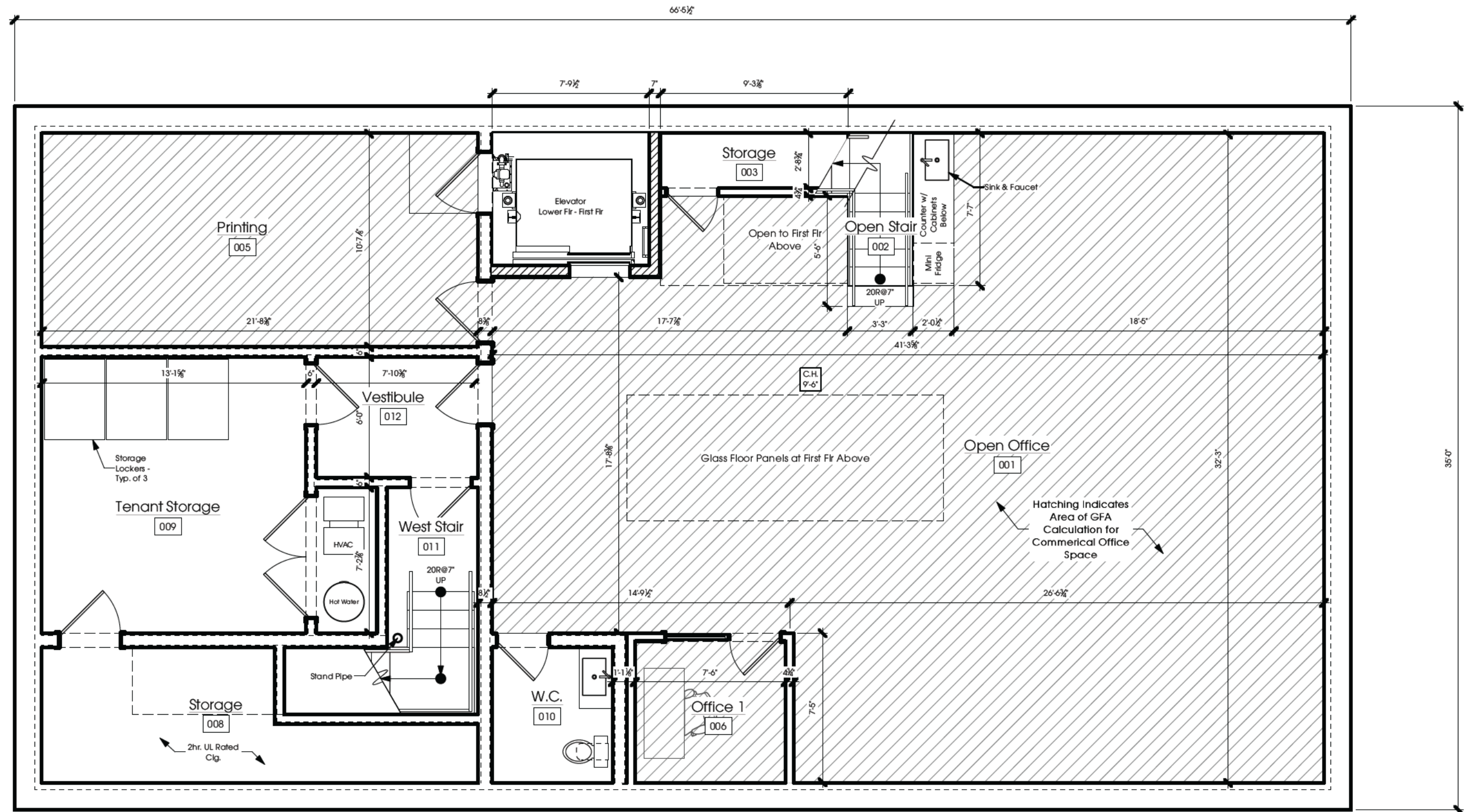
3/32" = 1'-0"

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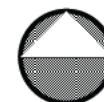
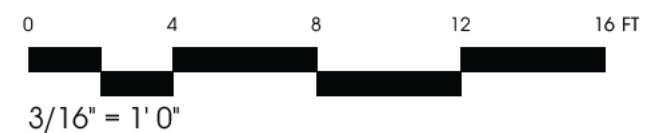


New Construction
Mixed Use Building
564 Green Bay Rd.
Winnetka, IL

Lower Flr Plan

Scale: 3/16" = 1'-0"

Mar 31, 2023



GFA Calculations:

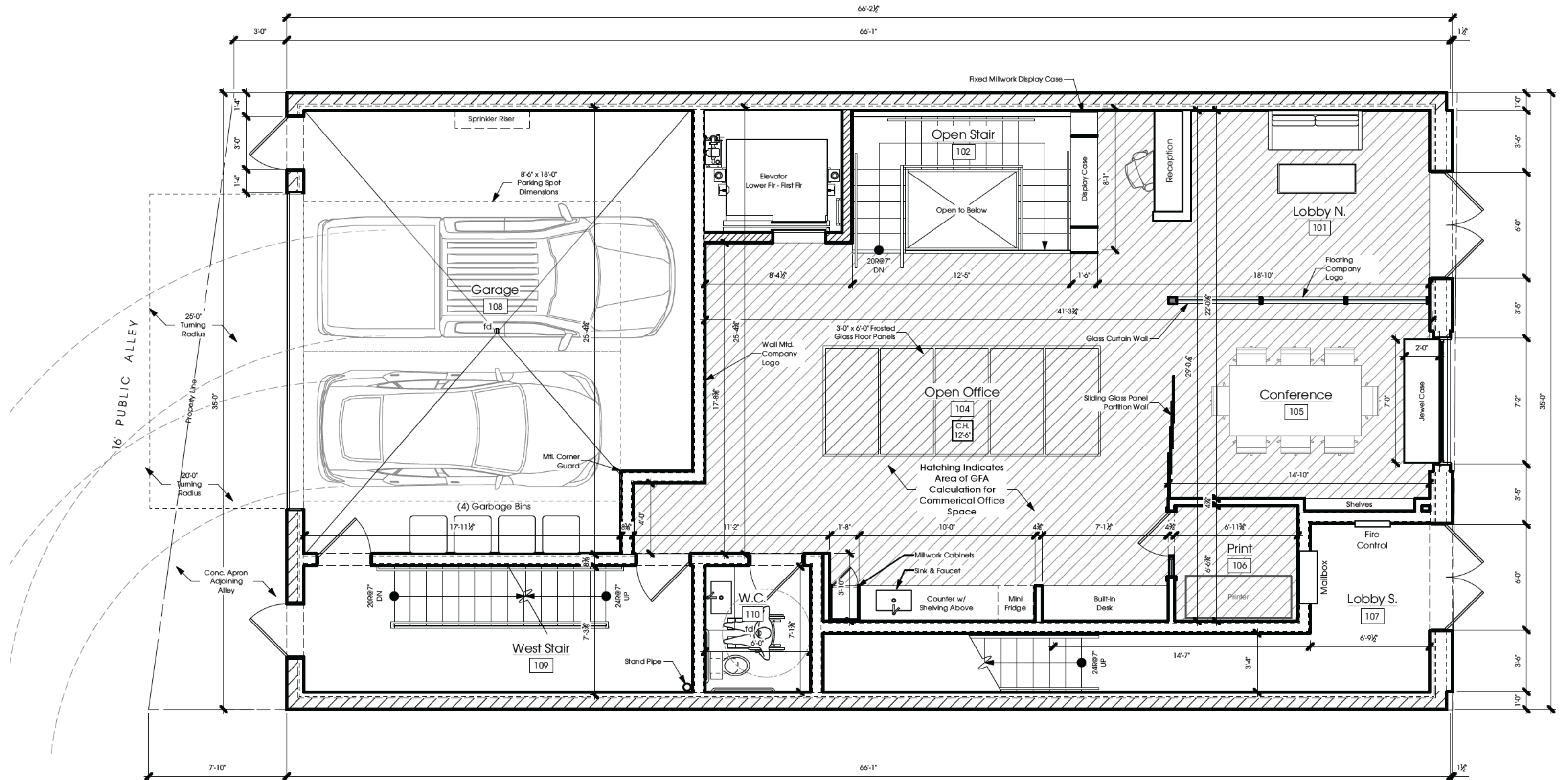
First Floor: 922 SF

Lower Floor: 1,388 SF

Total GFA: 2,310 SF

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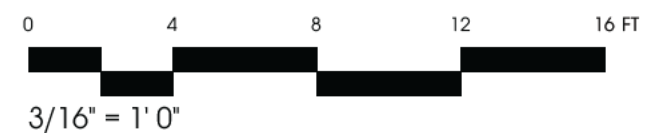


First Flr Plan

Scale: 3/16" = 1'-0"

Mar 31, 2023

New Construction
Mixed Use Building
564 Green Bay Rd.
Winnetka, IL

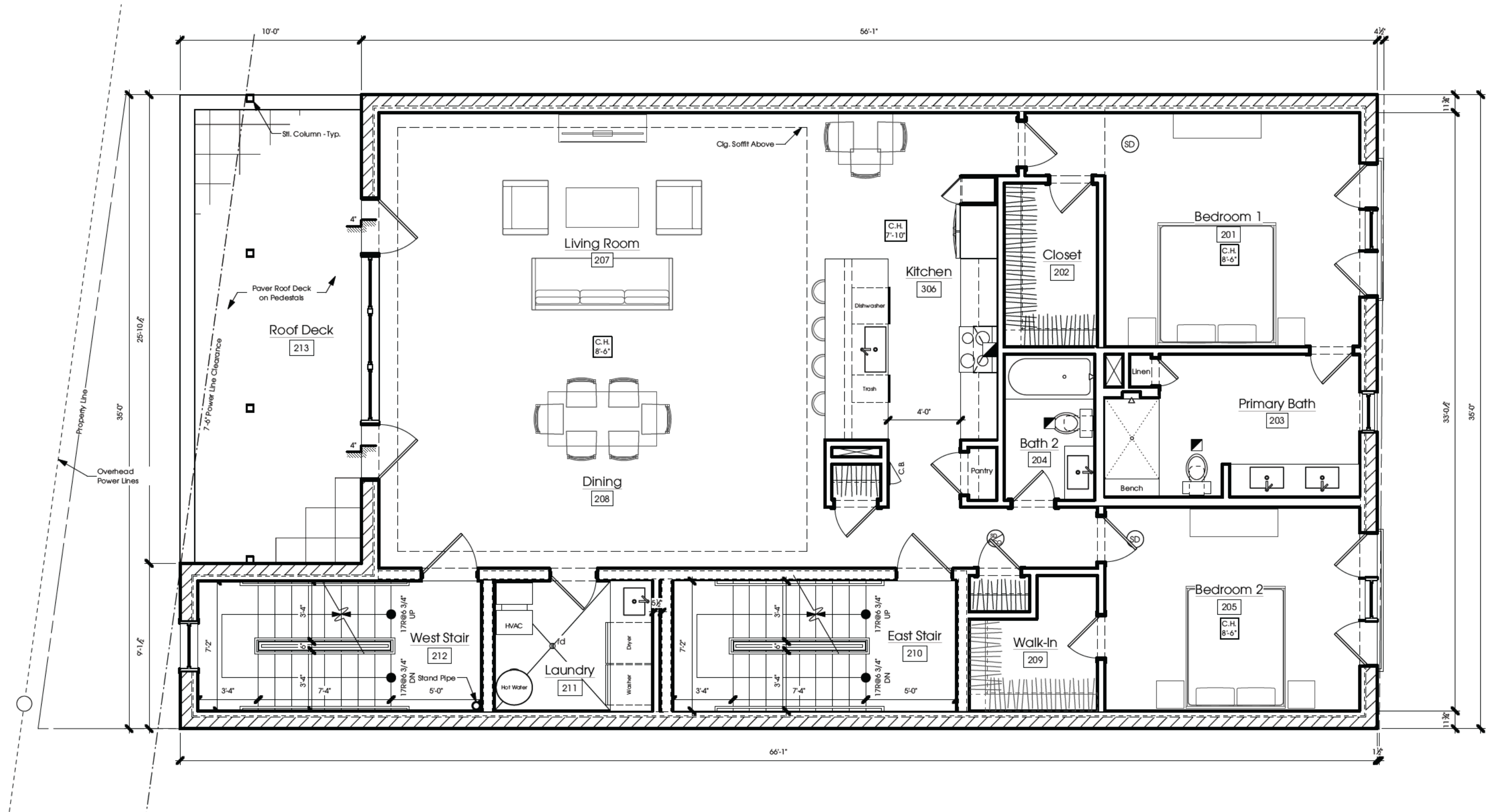


GFA Calculations:

First Floor: 922 SF
Lower Floor: 1,388 SF
Total GFA: 2,310 SF

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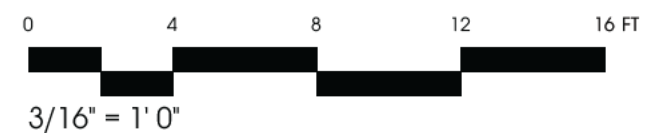


Second Flr Plan

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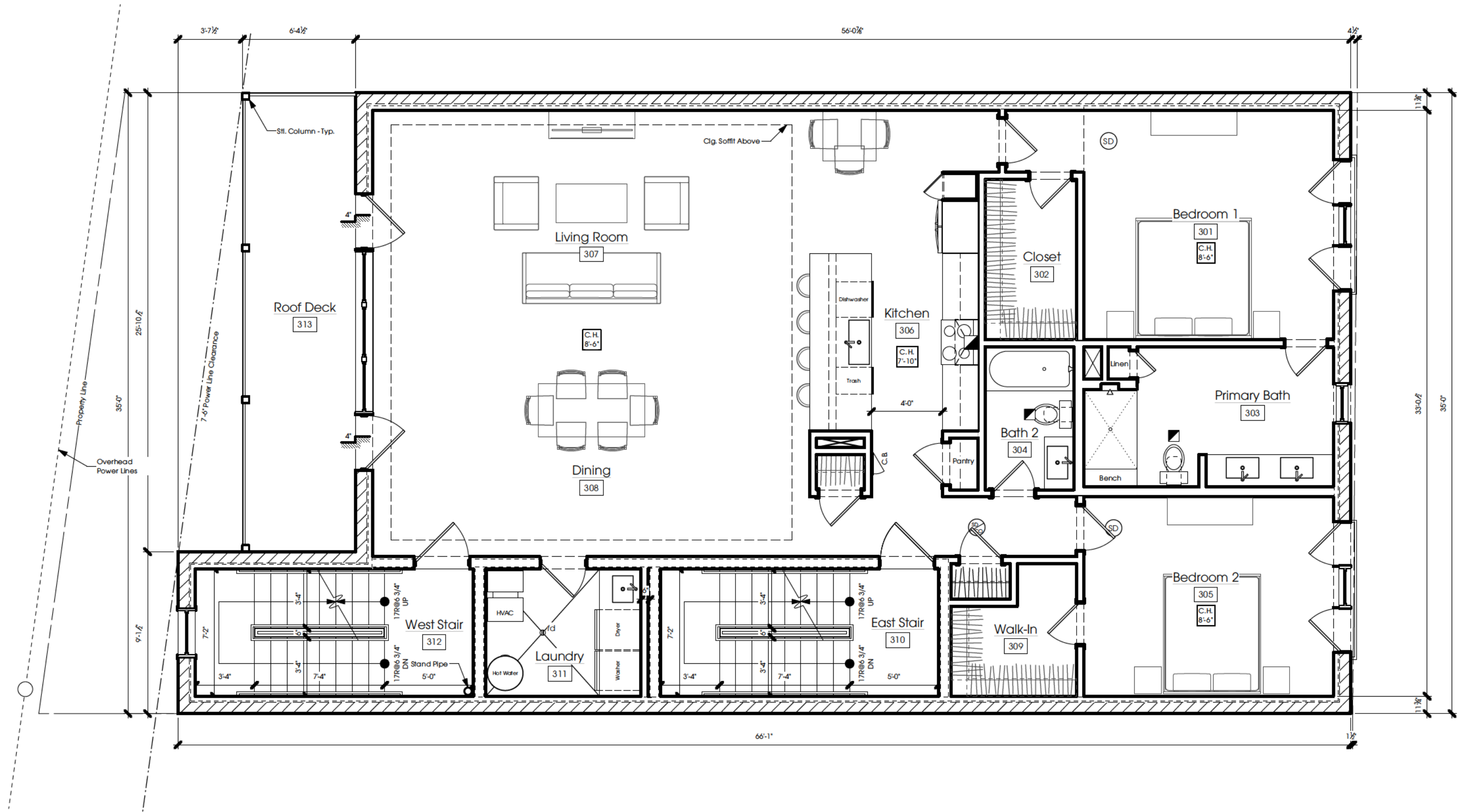
Mar 31, 2023

New Construction
Mixed Use Building
564 Green Bay Rd.
Winnetka, IL



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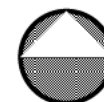
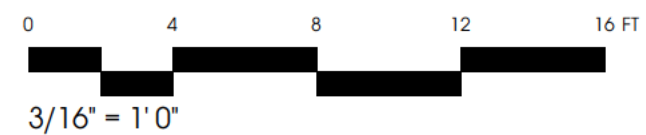


Third Flr Plan

Scale: 3/16" = 1'-0"

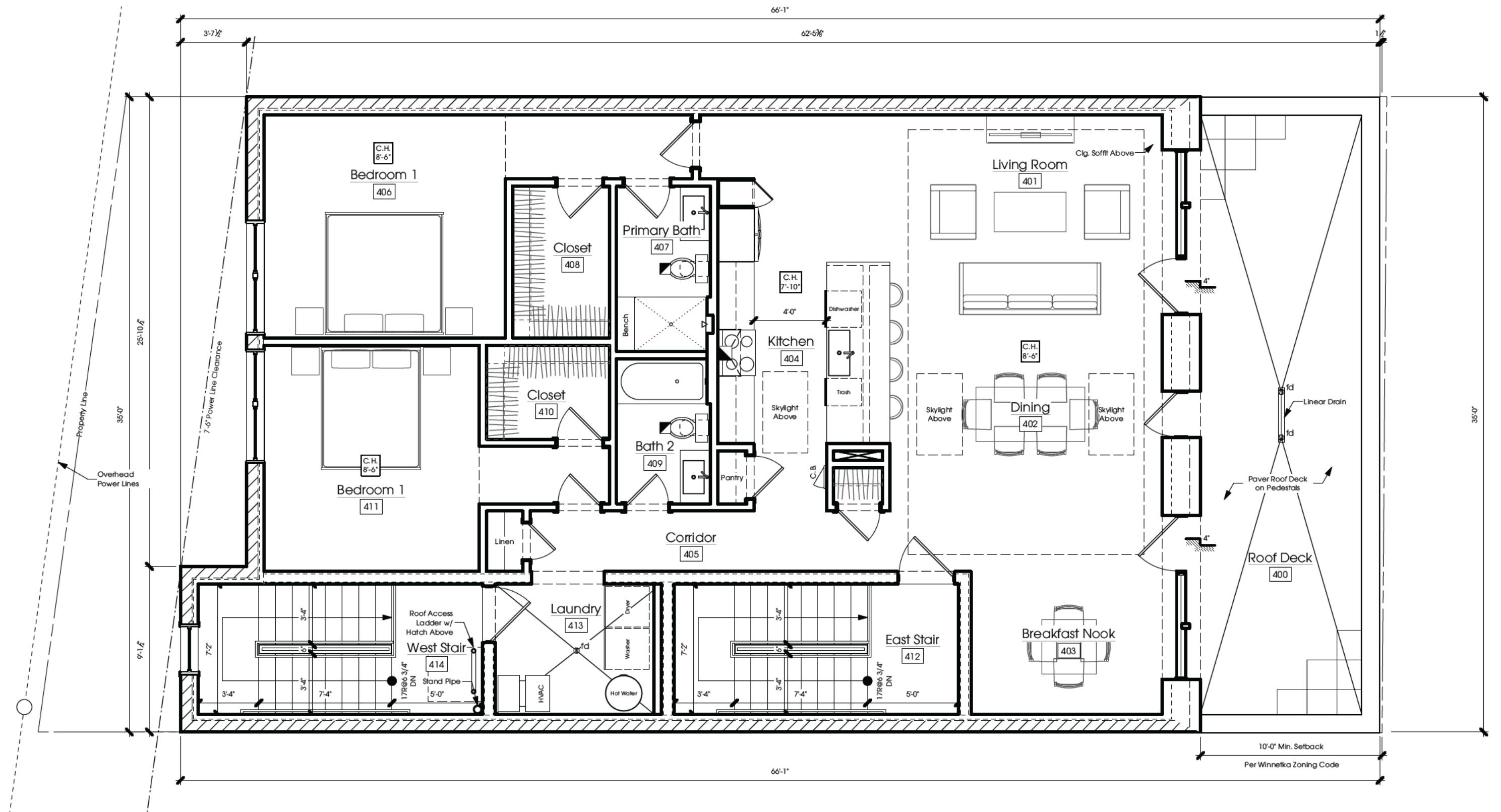
Mar 31, 2023

New Construction
Mixed Use Building
564 Green Bay Rd.
Winnetka, IL



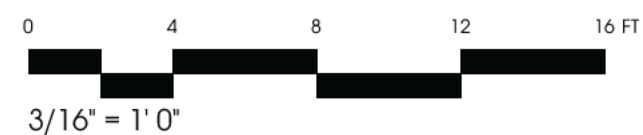
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New Construction
Mixed Use Building
564 Green Bay Rd.
Winnetka, IL

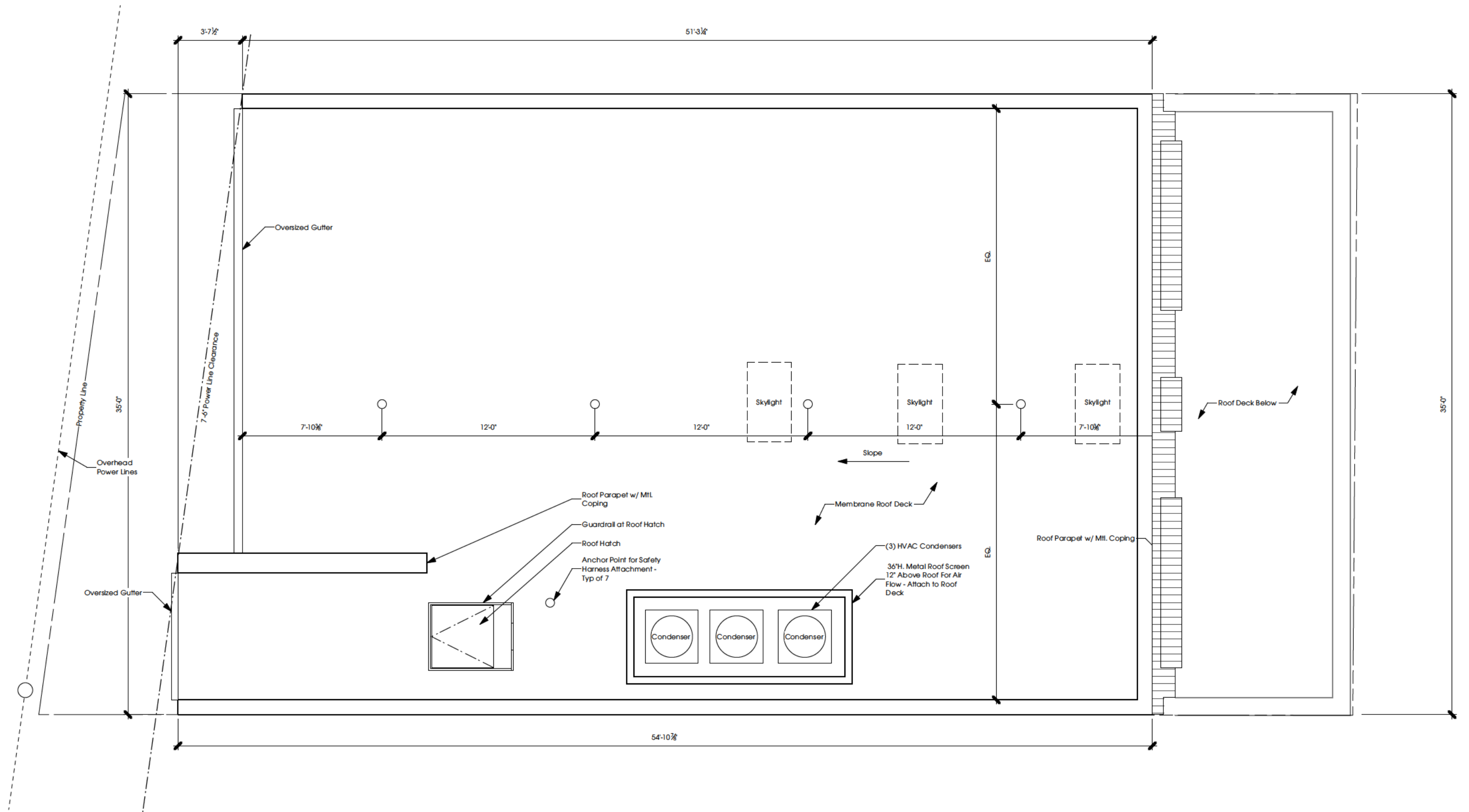
Fourth Flr Plan
Scale: 3/16" = 1'-0"
Mar 31, 2023



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Pg.7

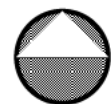
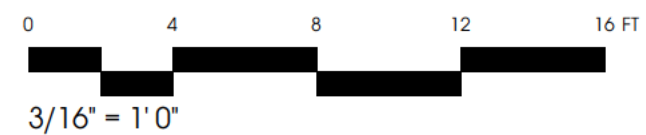


Roof Plan

Scale: 3/16" = 1'-0"

Mar 31, 2023

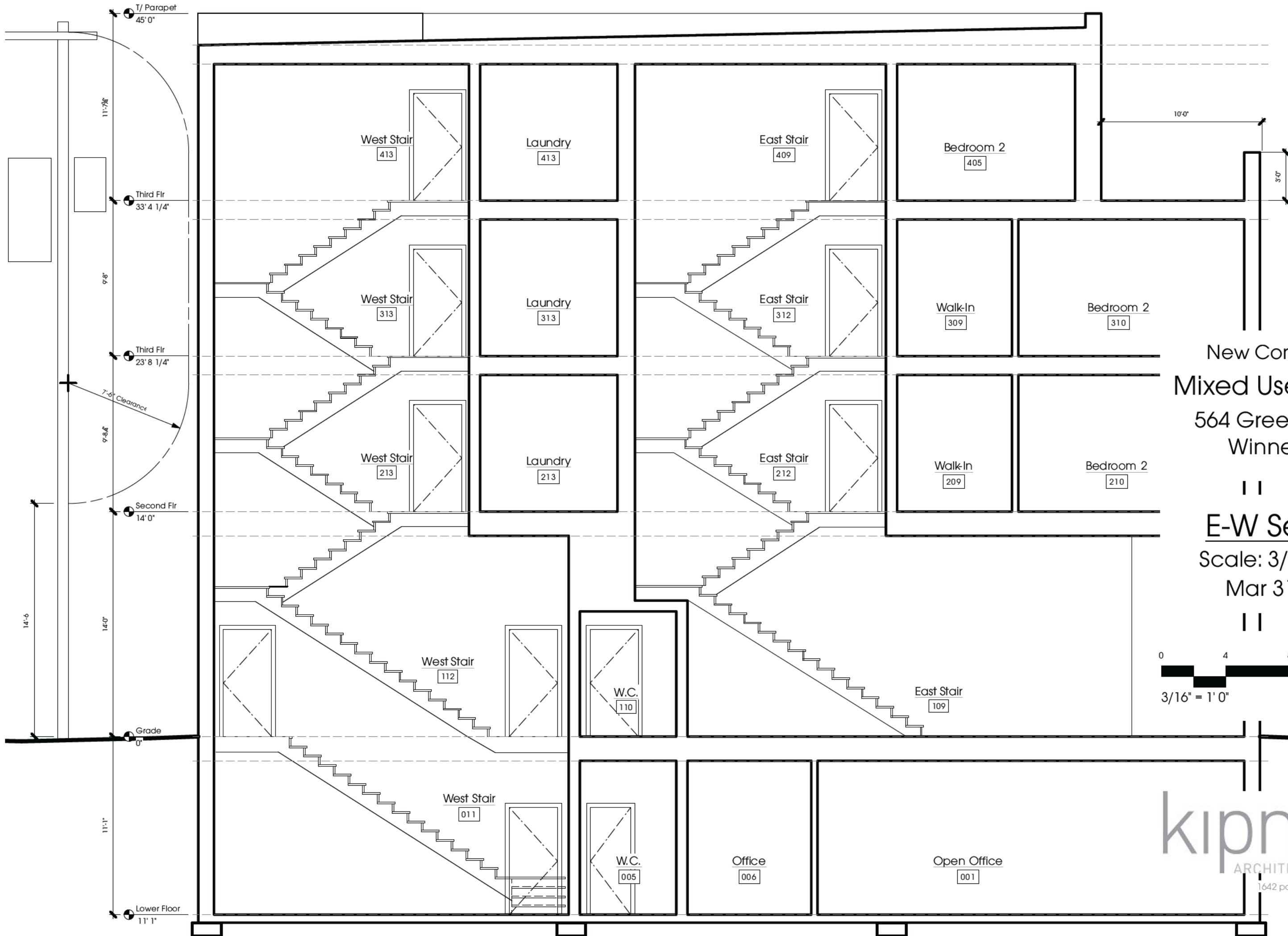
New Construction
Mixed Use Building
564 Green Bay Rd.
Winnetka, IL



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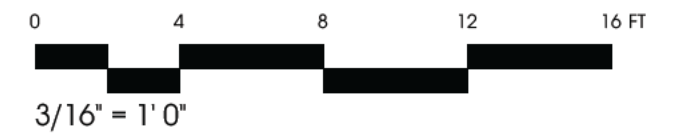
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Pg.8



New Construction
Mixed Use Building
564 Green Bay Rd.
Winnetka, IL

E-W Section
Scale: 3/16" = 1'-0"
Mar 31, 2023



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New Construction
Mixed Use Building
564 Green Bay Rd.
Winnetka, IL



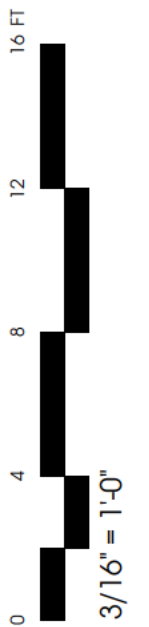
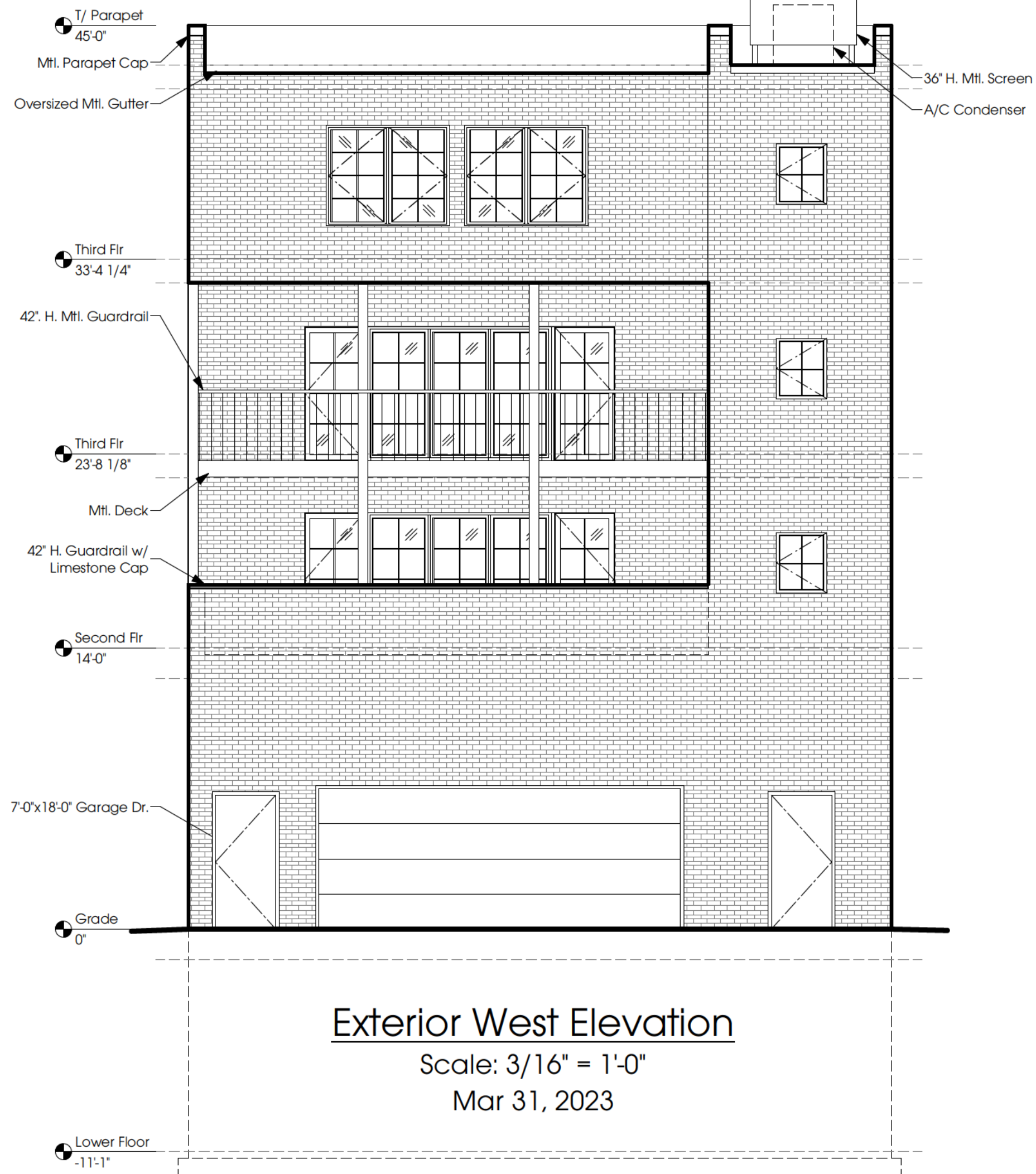
Exterior East Elevation

Scale: 3/16" = 1'-0"

Mar 31, 2023

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New Construction
 Mixed Use Building
 564 Green Bay Rd.
 Winnetka, IL

Exterior West Elevation

Scale: 3/16" = 1'-0"

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Pg.11



New Construction
Mixed Use Building
564 Green Bay Rd.
Winnetka, IL

Exterior Rendering
Scale: 3/16" = 1'-0"
Mar 31, 2023

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Pg.12



MEMORANDUM VILLAGE OF WINNETKA

COMMUNITY DEVELOPMENT DEPARTMENT

TO: DESIGN REVIEW BOARD
FROM: ANN KLAASSEN, ASSISTANT DIRECTOR
DATE: MARCH 9, 2023
SUBJECT: 564 GREEN BAY ROAD – NEW MIXED-USE BUILDING
CERTIFICATE OF APPROPRIATENESS (CASE NO. 23-04-SU)

INTRODUCTION

On March 16, 2023, the Design Review Board (DRB) is scheduled to hold a public hearing on an application submitted by 564 Green Bay Road, LLC (the “Applicant”), as the owner of the property located at 564 Green Bay Road (the “Subject Property”). The Applicant proposes construction of a new **four-story** mixed-use building on the Subject Property and requests approval of a Certificate of Appropriateness.

As discussed later in this report, in 2022 the Applicant submitted applications for a certificate of appropriateness and zoning relief to allow construction of a new **three-story** mixed-use building, with a roof-top deck on the Subject Project. After review and recommendations of approval by the DRB and the other advisory bodies, the Village Council approved the proposed project. The Applicant is now before the Village requesting approval for a new four-story mixed-use building that would allow them to have one additional residential unit, which would be located on the fourth level.

A mailed notice was sent to property owners within 250 feet of the Subject Property, in compliance with the Village Code. As of the date of this memo, staff has not received any written comment from the public regarding this application.

The Applicant has also submitted an application requesting approval of a Special Use Permit to allow off-street parking at street-level along the alley on the Subject Property, as well as a variation application requesting approval to (i) provide less than the minimum required upper story setback; (ii) provide less than the minimum required rear yard setback; and (iii) provide less than the minimum required off-street parking spaces for the three residential units on the second, third, and fourth floors. The Zoning Board of Appeals is tentatively scheduled to consider the special use permit and variation request on April 10, 2023. The Plan Commission is scheduled to consider the special use permit on April 26, 2023. Lastly, the Applicant has submitted a demolition permit that was approved without delay by the Landmark Preservation Commission on April 4, 2022.

The Village Council has final jurisdiction on this request.

PROPERTY DESCRIPTION

The Subject Property, which consists of approximately 0.05 acres (2,512 square feet), is located on the west side of Green Bay Road, between Elm and Spruce Streets. Because the lot area is less than 10,000 square feet, redevelopment of the Subject Property does not require approval of a planned development,

nor may the Applicant request planned development approval. The Subject Property contains an existing two-story commercial building that previously housed the *French Institute of the North Shore*. Figures 1 through 3 below and on the following page identify the Subject Property.



Figure 1 – Aerial Map



Figure 2 – Subject Property



Figure 3 – Subject Property with Neighboring Properties

The Land Use Map of the 2020 Comprehensive Plan designates the Subject Property as appropriate for “Mixed Use” development. The Subject Property is located in a commercial area with offices, restaurants and other commercial uses in the immediate vicinity. The Land Use Plan Map designates the properties to the north, south, and west as appropriate for “Mixed Use” and the property to the east, across Green Bay Road and along the Union Pacific Railroad, as appropriate for “Park / Open Space” (see Figure 4).

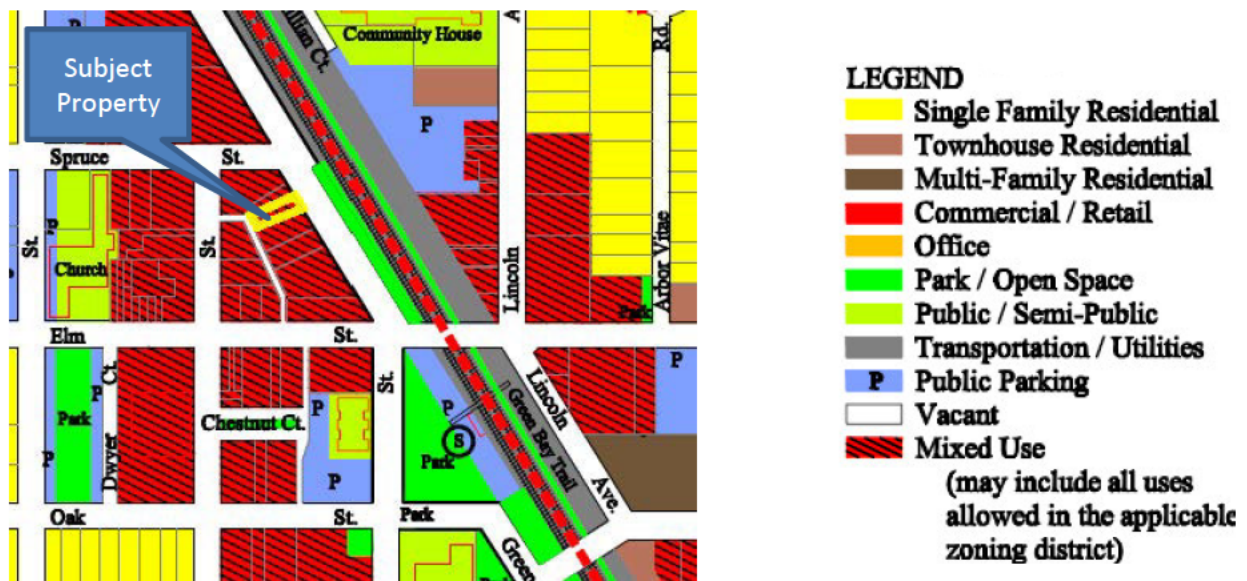


Figure 4 – Comprehensive Plan Land Use Map

The Subject Property is zoned C-2 General Retail Commercial, and it is bordered by C-2 General Retail Commercial to the north, south, and west. The properties to the west are also located within the C-2 Commercial Overlay District (see Figure 5).

The proposed use of the Subject Property as mixed-use is consistent with the Comprehensive Plan Land Use Map and the property's commercial zoning classification. Along Green Bay Road to the north there is a mixed-use building and a restaurant. To the south of the Subject Property is an office building and a mixed-use building. The Subject Property is served by a public alley along the west property line. To the west of the alley is a commercial building (see Attachment B for photographs). The C-2 District allows buildings with dwelling units above the ground floor in a commercial building, the proposed building on the Subject Property would contain commercial space on the lower and ground floor levels and a total of three residential units on the second, third, and fourth floor levels.

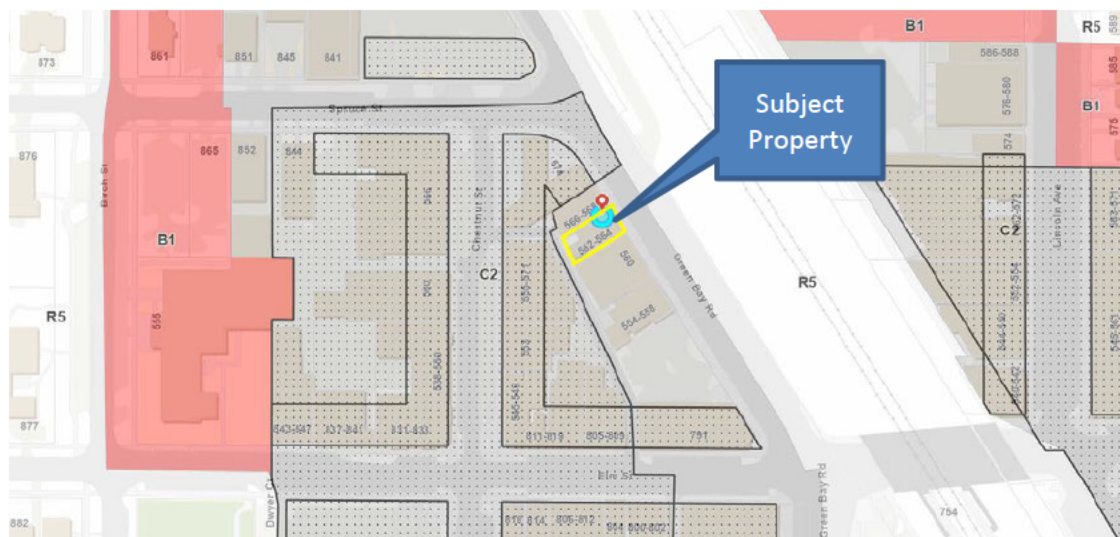


Figure 5 – Zoning Map

PREVIOUS APPROVALS

As previously noted, the DRB first considered an application for a Certificate of Appropriateness, submitted by the Applicant to allow construction of a new three-story mixed-use building, with a roof-top deck, on the Subject Property, on May 19, 2022. At the May meeting the DRB found the general design in keeping with the Design Guidelines; however, the DRB found the application was missing details regarding windows, railings, grout, limestone, etc. that could have a significant impact on the design of a white brick building. Therefore, the request was continued until the June DRB meeting. At the June 28, 2022, special meeting, by a vote of 5-0, the DRB recommended approval of the Certificate of Appropriateness with the condition that the Applicant replace the 4" x 12" size brick with a smaller size brick.

Ultimately, on August 2, 2022, the Village Council adopted Ordinance M-11-2022, granting a special use permit, zoning variations, and a certificate of appropriateness for the construction of a new, three-story mixed-use, multi-family building. The special use permit allowed an interior parking garage with two street-level parking spaces. The approved variations were for the rear yard setback and the number of off-street parking spaces provided for the residential units. The approval of the Ordinance included a condition that the smaller brick, as represented in Exhibit B of Ordinance M-11-2022, be utilized. For reference, Ordinance M-11-2022 is included in this report as Attachment D. It is worth noting that the request currently before the DRB includes the same brick that was previously approved by the DRB and Village Council.

The proposed development of the Subject Property consists of a four-story building with one commercial unit occupying the ground floor and the lower level. The commercial space would be occupied by Engel & Völkers. Three single-level two-bedroom residential units measuring approximately 1,490 to 1,550 square feet are also proposed; one unit on each of the upper floors. The proposed building would also have enclosed parking for the residential units at the rear of the building, accessed from the alley. The garage would be located on the ground floor level, behind the commercial space, and would accommodate two vehicles.

16' PUBLIC ALLEY

3'-0"

35.34'

69.45'

Property Line

564
Proposed 4 Story
Brick Building

35.00'

Property Line

74.08'

Conc. Apron

Exist. Elec. Pole

7'-10"

GREEN BAY RD.

Page 5



Figure 7 – Front Building Elevation – Green Bay Road

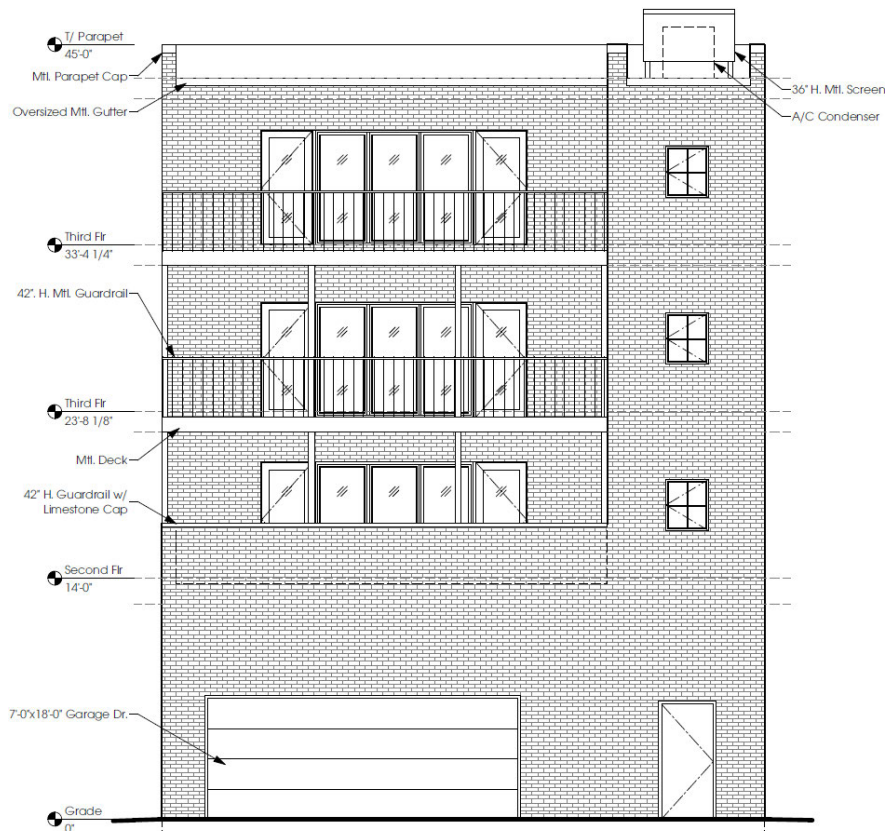


Figure 8 – Rear Building Elevation – Public Alley



Figure 9 – Rendering of Proposed Building

The proposed building would be white (pewter) brick, with a pale gray mortar, and limestone. As described in the attached written explanation from the architect, the front façade of the proposed building is composed of two forms. A limestone base, which consists of the entire height of the street level, and two vertical columns. There would be a limestone belt course to define the change between the limestone base and the upper levels. The vertical column elements that would frame the bedroom windows would be in Dryvit siding with an acrylic-based finish with the appearance of limestone to match the limestone base. The cornice cap on the vertical columns would be a detailed fiberglass in a color to match the limestone. The parapet cap would be metal in a color to match the brick.

On the street level, there would be two black entry doors; the north entry would access the lobby for the commercial space and the south entry would access the lobby for the residential units above. Between the two entry doors would be a black framed storefront window. The hardware on the doors would be brass.

The windows on the upper floors would be aluminum clad in black. Each of the bedroom units would have a metal Juliette balcony in a black finish. Black railings are also proposed for the residential balconies on the rear elevation.

The Applicant is proposing black Lumens light fixtures on the exterior elevations. Manufacturer cut-sheets for the proposed exterior building materials and fixtures have been provided by the Applicant and are included in Attachment A.

The air conditioning compressors (a/c units) would be located on the roof, towards the south side of building, concealed from street view. The a/c units would be surrounded with a 36 inch high metal screen. The plans identify the refuse and recycling containers to be located within the garage.

The signage identified in Figures 7 and 9 will require approval by the DRB at a future meeting. The Applicant will need to submit a sign permit with the details of the proposed signage for consideration by the DRB.

Given the entire Subject Property is currently covered with an impermeable surface, no stormwater detention is required.

ZONING RELIEF

Although zoning relief is not the purview of the DRB, it should be noted that three zoning variations and a special use permit are being requested to allow the development on the Subject Property, the requested variations are: (1) upper story setback; (2) rear yard setback; and (3) off-street parking.

Upper Story Setback. The fourth story of all commercial buildings that exceed three-stories in height is required to be setback at least 10 feet from the front building elevation. The design of the proposed building does not include any setback from the front building elevation, the entire façade is generally on the same plane. Therefore, the fourth story of the proposed building would not be setback from the front elevation and requires a variation of 10 feet (100%).

Rear Yard Setback (alley). A rear yard setback of 10 feet is required from the west property line along the public alley. The proposed building would provide a setback of 3 feet, which requires a variation of 7 feet (70%). Due to the angle of the rear lot line, the proposed rear yard setback increases to 7.83 feet at the southwest corner of the building.

Off-Street Parking. The proposed residential units on the second, third, and fourth floors would all have two bedrooms. The Zoning Ordinance requires a minimum of 1½ parking spaces per two-bedroom unit. Therefore, the proposed development requires five off-street parking spaces for the residential units. The proposed garage would provide two at-grade parking spaces. Therefore, a variation of three parking spaces (60%) is required. Regarding the proposed commercial space, off-street parking is only required for new commercial space when the total gross floor area is 2,500 square feet or more. The gross floor area calculation for required parking excludes floor area for such items as storage, mechanical equipment rooms, rest rooms, common area elements, and hallways. Off-street parking is not required for the commercial space since the total area of the commercial space at both the ground floor and lower level is less than 2,500 square feet of gross floor area.

Special Use – Location of Off-Street Parking: In order to encourage below-grade parking, the Zoning Ordinance requires off-street parking located at street-level to receive approval of a special use permit. As previously noted, the proposed parking would be provided on the ground floor level at the rear of the building accessed from the public alley.

A mailed notice for the Zoning Board of Appeals (ZBA) meeting tentatively scheduled for April 10, 2023, will be sent by March 31, 2023. A sign posting the notice of the April ZBA meeting will also be posted on the Subject Property by March 24, 2023. Additionally, a mailed notice for the Plan Commission meeting on April 26, 2023, will be sent by April 14, 2023 and a public notice sign posted on the site on April 11, 2023.

CERTIFICATE OF APPROPRIATENESS CONSIDERATIONS

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

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

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

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

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

The Board will need to determine if the proposed mixed-use building complies with the above standards. Excerpts of the Village Design Guidelines, which apply to mixed-use buildings in the commercial districts, are included as Attachment C.

DESIGN GUIDELINES

The Village’s Design Guidelines provide direction for the style and form of new mixed-use buildings in the commercial districts. The Subject Property is located along the dividing line (Green Bay Road) between the East/West Elm Street District. In contrast to the pedestrian-oriented feel of the district as whole, the Subject Property experiences heavier vehicular traffic conditions than other parts of the Elm Street District. That being said, the Guidelines state:

- Regarding **massing**, mixed-use buildings should align with adjacent buildings for minimal setbacks and create a continuous “streetwall.”
- Regarding **height**, new buildings should have transitional elements or bays such that the new building height will not vary more than a ½ story lower than the immediate adjacent buildings while complying with the Zoning Ordinance
- Regarding **roof forms**, pitched shingle roofs with visible cross cables and eave lines are preferred.
- For **proportion and scale**, mixed-use buildings should provide a vertical rhythm with distinguishment of upper floors and a horizontal rhythm with continuous harmony of the adjacent street facades.
- For **fenestration and glazing**, frequent use of windows and openings is suggested to encourage transparency of buildings.
- Regarding **materials**, the general use of natural masonry materials and modular brick for external facades, with wood accents and trim are encouraged. Limestone is to be integrated with brick and limited to partial first floor use only. EIFS is to be applied to upper floors only in a troweled

texture to resemble stucco. Doors and windows should be wood or aluminum. The storefront window glazing should be clear glass without tint or film.

- For all **elements of the building façade**, colors that are sympathetic to the overall building color palette and adjacent buildings are encouraged.

RECOMMENDATION

At the March 16, 2023, Design Review Board meeting, the Board is scheduled to consider the design of the Applicant's proposed mixed-use building. After hearing from the Applicant and the public, the Board may decide to take action on one of two options:

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

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

*Move to recommend **approval [denial]** of a certificate of appropriateness for the **design of the proposed four-story mixed-use building on the Subject Property**, subject to the following conditions:*

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

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

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

ATTACHMENTS

Attachment A: Application Materials
Attachment B: Photographs of Area Properties
Attachment C: Excerpts of Village Design Guidelines
Attachment D: Ordinance M-11-2022, adopted August 2, 2022

ATTACHMENT A

Village of Winnetka
CERTIFICATE OF APPROPRIATENESS APPLICATION

VILLAGE OF WINNETKA, ILLINOIS DEPARTMENT OF COMMUNITY DEVELOPMENT

CERTIFICATE OF APPROPRIATENESS APPLICATION

Project Address: 564 Green Bay Road, Winnetka, IL 60093

Name of Business(es): 564 Green Bay LLC

Application is hereby made for the following work (please check all that apply):

- ☐ Sign Sign Permit Application attached? ☐
☐ Awning Awning Permit Application attached? ☐
☐ Other (general description) _____

Please provide a detailed description of the proposed work (attach additional information such as material specifications, photographs, etc.): Proposing a new 4-story mixed use building that will consist of the Engel & Völkers shop on the first floor and lower level and residential apartments on the second, third and fourth floors. Interior parking will be located in rear, at ground level.

I/We hereby certify that as Owner (Lessee/Owner) of the property located at 564 Green Bay Road (address), I am/we are authorized to submit plans for alterations of the subject property. I/We agree to perform the subject work in accordance with the conditions of approval by the Winnetka Design Review Board as well as all other applicable codes, rules and regulations of the Village of Winnetka.

SIGNED

PRINTED NAME(S)

Paul E. Lazarre

ADDRESS

2401 N. Clark Street, Chicago, IL 60614

PHONE NO.

847-274-6898

EMAIL

FOR OFFICE USE ONLY

COA applied for (date): _____

COA Case Number: _____

COA Issued (date): _____

PRIMARY DESIGN FIRM

Kipnis Architecture + Planning

CONTACT NAME

Nathan Kipnis

ADDRESS

1642 Payne Street

Evanston, IL 60201

PHONE NO.

847-864-9650

EMAIL

nkipnis@kipnisarch.com

Our proposed plans for 564 Green Bay Road include a beautiful retail shop on the ground floor and 1,490 to 1,550 square foot luxury apartments on the second, third and fourth floors. The building's architecture is designed to comply with Winnetka's village-wide character and to encourage local live, work and play. While proposed to have two on-site parking spaces and one off-site parking space, the building is located across the street from the train station, which aligns with our goal of promoting public or alternative transportation methods.

Engel & Völkers is thrilled to be making Winnetka our permanent home in the North Shore! To be in the retail space on the ground and basement levels, our proposed shop and real estate office will be home to two full-time staff and approximately 50 real estate advisors, representing most communities in the North Shore. Our proposed floorplan has retail display cases that encourage the public to view selected homes and yachts for sale in the North Shore, around the United States and the world. The retail space has been designed to host events that engage the community, including book signings, coffee tasting, Halloween costume parade and cookie decorating, and cardiovascular life support training.

Proposed Exterior Rendering:



Engel & Völkers Overview:

Founded in 1977 in Europe, Engel & Völkers is one of the world's leading service companies specializing in the sale and rental of premium residential property, commercial real estate, yachts, and aircrafts. With more than 800 shops worldwide, Engel & Völkers offers a professionally tailored range of services. The company is currently operating in over 30 countries on five continents.

Other Engel & Völkers shops in retail locations in North America and worldwide:



Figure 1- Santa Monica, California



Figure 2- Aspen, Colorado



Figure 3- Trier Germany



Figure 4- Spain

564 Green Bay Rd,
Winnetka, IL
Letter on Design Guidelines

Attn: Ann Klasseen

564 Green Bay has been designed from the ground up to aesthetically fit into the Elm Street / Green Bay Road district. This four story brick and limestone mixed use building is intended to relate to the historic character of the vintage buildings in Winnetka. This district is allowed to be taller and denser in order to congregate residences nearer to commuter train access. Our project embraces this higher density as part of a sustainable and transit oriented future.

The proposed design is intended to unify the street front with the neighboring building to the south. The district is home to many mixed use developments with large glass storefronts. This design matches this with two sets of expansive full glass doors and a wide storefront window at the ground floor. This will allow light to penetrate in and pedestrians on the street to feel connected to the building.

The facade is composed of two forms. A strong limestone base to embrace the street level and two vertical 'columns' which define the character of the building. A detailed limestone belt course highlights the change between the limestone base and the upper portion. The vertical column elements frame the bedroom windows and emphasize the unity between the units. Each window is accented with a Juliette balcony which allows every bedroom access to light and air, and provides a connection with the streetscape below. The upper cornice is appropriately scaled and caps the building.

The base of the building, is designed with classic, locally sourced Indiana limestone, and is punctuated by two black entry doors and a black framed storefront window which contrasts with the light color of the stone. The 'columns' are comprised of a limestone like stucco material which will continue the texture and color above. The cornice cap is of a detailed fiberglass which mimics European stone cornices. The remainder of the building is made from light colored brick with a modular sized appearance.

Sincerely,


Nathan Kipnis, FALA

Proposed Building Materials & Fixtures

564 Green Bay Rd, Winnetka, IL

Mar 3, 2023

1. Windows Marvin Ultimate Picture Window See Attachment #1
 - Exterior Finish: Black, Interior Finish: Gloss Black
 - Casement w/ SDL, Full Screen (not visible from exterior)
 - Glazing: Low E2 clear, Double Glazed Argon Filled
 - Light Transmittance: 0.44,
 - Condensation Resistance: 58
 - U value: 0.3
 - SHGC: 0.26
2. Juliet Balcony Doors Marvin Ultimate Swinging French Door See Attachment #2
 - Exterior Finish: Black, Interior Finish: Gloss Black
 - Doors w/ SDL
 - Glazing: Low E2 clear, Double Glazed Argon Filled, Light Transmittance: 0.44, Condensation Resistance: 58, U value: 0.3, SHGC: 0.26
3. Entry Door Marvin Ultimate Commercial Door See Attachment #3
 - Commercial Type Entry Door, Exterior Finish: Black, Interior Finish: Gloss Black
 - Hardware: Commercial, Exterior Finish: Brass, Interior Finish: Brass
 - Mortice lock and kick plate on inside, ADA compliant.
4. Storefront Window Kawneer
 - IR 350 Framing System, Finish: Black
5. Balcony Railing
 - Metal, Powder Coat Finish: Black, 42" high, Baluster 3/4" Square, Spaced 3 1/2" o.c.
6. Brick Interstate Brick See Attachment #6
 - Style: Atlas 16" x 2 1/4" x 8", Grout groove in middle
 - Finish: "Pewter"
 - Mortar Color: Pale Gray
7. Limestone
 - Indiana Limestone Color: White / Grey
8. Light Fixtures Lumens Caliber LED Outdoor Wall Sconce See Attachment #8
 - dweLED, Finish: Black, One Way Light Option
 - Wall Plate: 4 1/2" W x 5 1/2" H x 1/2" D
9. Cornice Architectural Mall See Attachment #9
 - Fiberglass Cornice: CR073B
 - Dimensions: 2'3 1/2" H. X 7 1/2" D.
 - Finish: Match White / Grey Limestone Below
10. Panels EIFS See Attachment #10
 - Finish: Limestone
 - Color: Match White / Grey Limestone Below
11. Metal Coping Pac Clad See Attachment 11
 - Finish: Granite

564 Greenbay Rd - Material Sample Board



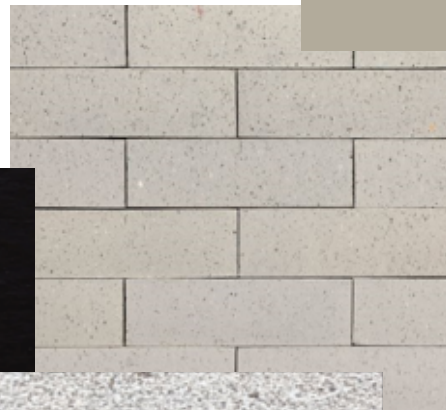
Windows & Doors - Exterior
Finish - Black

Marvin

Storefront Windows -
Exterior Finish - Black

Kawneer

Metal Railing - Powder Coat
Finish - Black



Brick - Atlas, Color - Pewter
& Pale Gray Mortar

Interstate Brick



Limestone - Indiana
Limestone

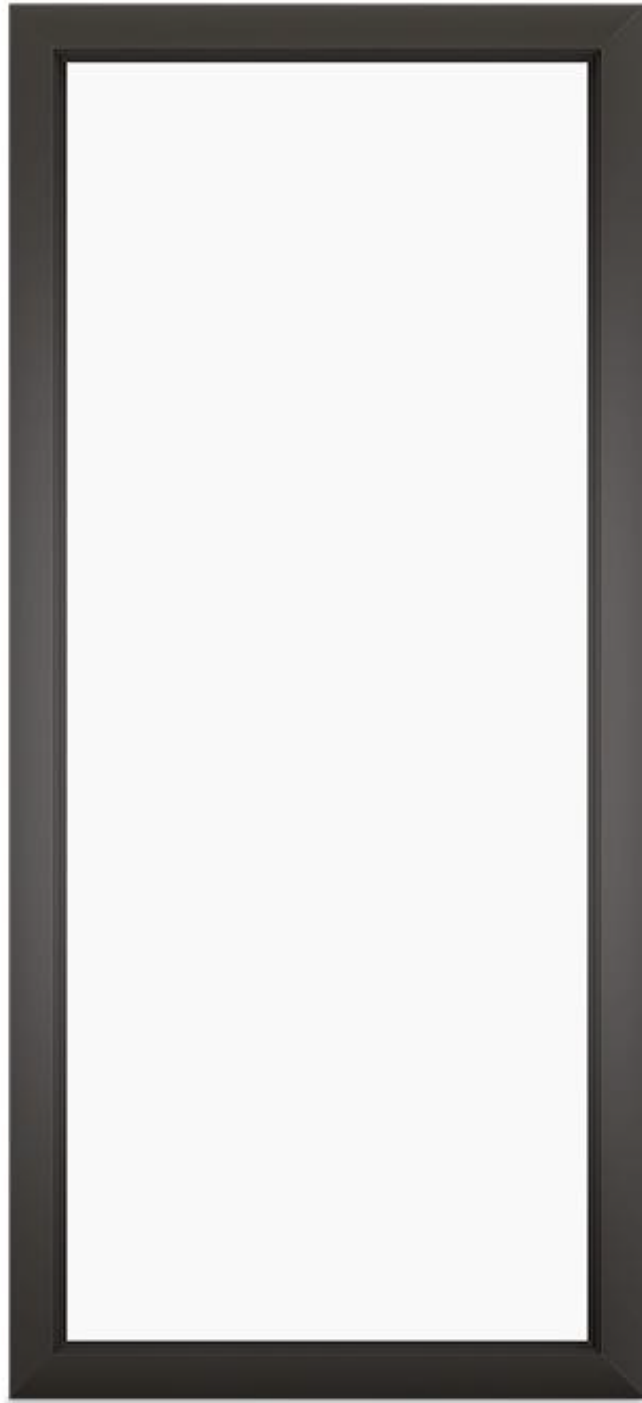
EIFS Panels - Limestone
Finish - Match color to
Limestone

Dryvit

Fiberglass Cornice -
Match color to Limestone

Architectural Mall

Marvin Exterior Fixed Window



Attachment #1

Unit Features

Ultimate Casement: UCA

Ultimate Awning: UAWN

Ultimate Casement Picture: UCAP

Ultimate Casement Narrow Frame: UCANF

Ultimate Awning Narrow Frame: UAWNNF

Ultimate Casement Narrow Frame Picture: UCANFP

Ultimate Casement Corner: UCACNR

UCA, UCANF, UAWN, UAWNNF Hardware:

- Folding handles
 - Color: Satin Taupe
 - Optional colors: White, Bronze, Matte Black, Satin Chrome, Satin Nickel, Oil Rubbed Bronze, Brass, Antique Brass
- Locks used are a concealed multi-point sequential system
- Stainless steel packages are available for coastal application
- Aluminum pole crank (Optional)
 - Color: mill finish
 - Sizes: 60" (1524), 96" (2438), 138" (3505)

NOTE: Pole crank operate locks

UCA/UCANF Hardware:

- Casement operator includes a crank hardware system that allows the window to open to a full 90 degrees with a minimal reduction of egress net clear opening
 - All steel is covered with an E-Gard™ protection coat and the standard track is stainless steel
 - Operation force at handle is 5 lbs. (2 kg) or less
- Casement hinges allow the user the ability to slide the sash across the frame opening so the sash exterior will rotate toward the user for the easy wash mode
 - Each unit includes one single arm operator or dyad operator depending upon the width of the unit
 - Frame OM width of 20" (508) to under 24" (610) use an 18" (457) wash/egress hinge
 - Frame OM widths greater than 24" (610) use a 22" (559) wash/egress hinge
 - Frame OM widths less than 20" (508) use a dyad hinge (dyad hinges do not have the special easy wash mode feature)
- Optional Factory installed Window Opening Control Device (WOCD)
 - The standard operation of the WOCD limits the operation of the sash to an opening of less than 4" (102)
 - The sash arm detaches from the lock housing by a two-step function actuation to allow the normal operation of the unit.
 - The WOCD re-engages when the unit is fully closed
 - Hardware meets the ASTM F2090-17
 - WOCD is Coastal compliant.
 - Minimum operable unit size: 20" (508) x 19 1/8" (486)
 - Maximum operable unit size:
 - 44" (1118) width
 - If the width is greater than 36" (914) and less than 44" (1118), then 92" (2337) maximum height
 - If the width is less than or equal to 36" (914), then 96 1/8" (2442)
 - Components
 - The WOCD hardware is handed
 - The Lock Housing and sash arm are comprised of multiple stainless steel, injection-molded components, and a single stainless steel spring
 - The Lock Housing fits within a pocket on the jamb.
 - The Sash Arm will fit within a pocket between the jamb/sill cover and the locking hardware.
- Hinges used are steel coated with an E-Gard™ protection coat and hinge track is stainless steel
- Each unit contains two hinges that connect stiles of sash to jamb material
- Hinges are designed to support up to a 210 lb. (95 kg) sash
- Optional power drive operator:
 - Motor is metal cased
 - Motor cover is plastic
 - Cover colors: Satin Taupe, White and Bronze
 - Field installed
 - Available for all size CN 16 and wider
- Remote control available as an option

Attachment #1

Unit Features**UAWN/UAWNNF Hardware:**

- Optional Op-O-Lock Hardware (only available with UAWN)
 - Requires a folding handle
 - Minimum frame OM width is 28" (711)
 - Minimum frame height is 15 1/8" (384)
 - Maximum frame OM width is 72" (1829)
 - Maximum frame OM height is 47 1/8" (1197)
- Custodial Sash Limiters
 - If Casement frame OM is larger than 36" (914) x 102" (2591), 40" (1016) x 92" (2337), or 44" (1118) x 71.125" (1807) custodial limiters will be applied, limiting travel
 - If Awning frame OM is larger than 72" (1829) x 72" (1829) custodial limiters will be applied, limiting travel

Optional Glass:

- 1" Tripane Low E1 outer piece and Low E1 Argon inner piece
- 1" Tripane Low E2 outer piece and Low E2 Argon inner piece
- 1" Tripane Low E3 outer piece and Low E1 Argon inner piece

Mulling:

- For mull performance, refer to the General Mulling chapter of the ADM.

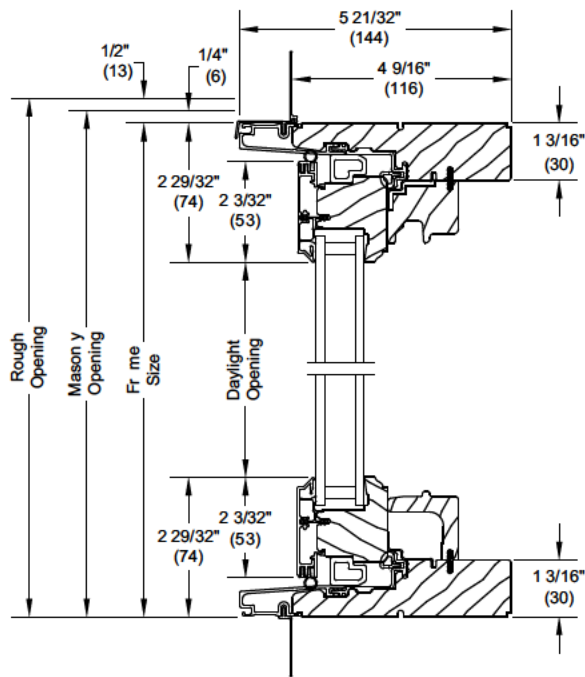
Attachment #1

Ultimate Casement, Awning and Picture

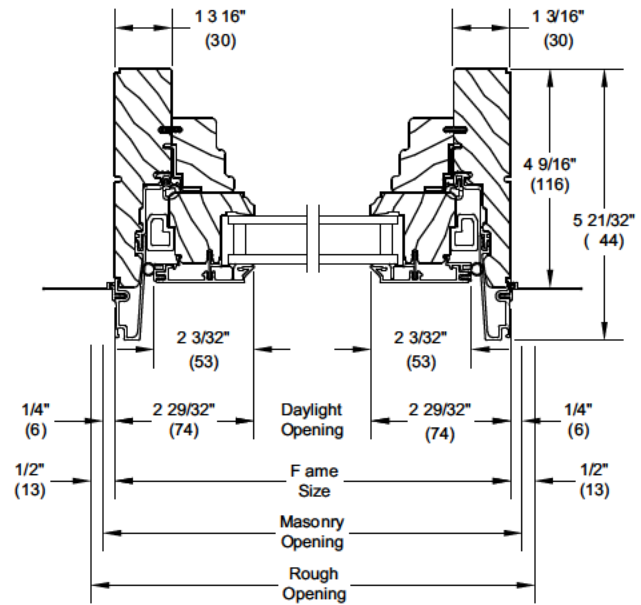
Section Details: Operating/Stationary/Picture - 1" (25) IG

Scale: 3" = 1' 0"

Stationary/Picture



Head Jamb and Sill



Jambs

Architectural Drawing
Exterior Fixed Window



Attachment #1

Marvin Exterior



Attachment #2

Architectural Drawing
Exterior Juliet Balcony Window Elevation



Attachment #2

Unit Features**This Collection consists of:**

UOFDIZ4: Ultimate Outswing French Door IZ4
UIFDAT: Ultimate Inswing French Door Arch Top
UOFDAT: Ultimate Outswing French Door Arch Top
UIFD2.25AT: Ultimate Inswing French Door Arch Top (with IZ3)
UOFD2.25AT: Ultimate Outswing Arch Top 2 1/4" (with IZ3, IZ4)

Frame:

- Frame thickness: 1 1/16" (27)
- Frame width: 4 9/16" (116)
- Fiberglass reinforced pultruded sill with water shed and weep system
 - Standard color: beige
 - Optional color: bronze
- Standard Oak sill liner
 - Optional interior sill liner of Mahogany or Cherry

Panel:

- Panel thickness: 1 3/4" (44) - UOFD IZ4, UIFDAT, UOFDAT
 - Top rail height and stile width: 4 3/4" (121)
 - Traditional French Door bottom rail height: 8 1/8" (206)
 - Bottom rail:
 - Stave core is used for Pine, Cherry, Douglas Fir and Mahogany
 - Laminated veneer lumber (LVL) is used for White Oak
 - Stationary stile and hinged stile:
 - LVL is used for White Oak, Mahogany and Cherry
 - Stave core is used for Pine and Douglas Fir
 - Locking stile: all wood species use LVL
 - Top rail:
 - LVL is used for White Oak
 - Solid wood for Mahogany and Cherry
 - Stave core is used for Pine and Douglas Fir
 - Intermediate rail: solid wood for all species (N/A on IZ4 UOFD)
- Panel thickness: 2 1/4" (57) - UIFD2.25AT, UOFD2.25AT, UIFD2.25AT IZ3, OFD2.25AT IZ3
 - Top rail height and stile width: 6" (152)
 - Bottom rail height: 8 1/8" (206)
 - Bottom rail, stationary stile, locking stile, hinged stile and top rail for all species use LVL
 - Top rail is solid wood for arch top doors
 - Intermediate rail: solid face laminated
- Standard interior wood cope sticking: ogee
- Optional interior wood cope sticking: square
- Panels are interior glazed

Raised/Flat Panel Option:

- Standard stamped raised panel uses .080" (2) aluminum to the exterior with foam backing
- Core is medium density fiberboard (MDF) with non finger-jointed wood laminated to the interior

Weather Strip:

- Weather strip at all panel perimeter points
- Standard color: beige
- Optional color: black

For the following products, please reference their individual chapters:

Ultimate Inswing French Door G2
Ultimate Inswing French Door 2 1/4" G2*
Ultimate Inswing Door (3" stiles)*
Ultimate Outswing French Door G2
Ultimate Outswing French Door 2 1/4" G2*
Ultimate Outswing Door (3" stiles)*

* Available with IZ3 certification

Attachment #2

Unit Features

Hardware:

- Multi-point lock: applied to active and optional on inactive panels, 2 3/8" (60) backset, with latch engagement and three locking points, with option of keyed alike.
 - Dead bolt
 - Head jamb bolt
- Manual head and foot bolt standard on inactive panel with option of multi-point lock
- Multi-point lock is standard on 2 1/4" inactive panels
- Optional mortise lock and passage latch on inactive panel
- Traditional handle set finish options:
 - Powder coat finishes: Satin Taupe, White, Dark Bronze, Matte Black
 - Metal finishes: Satin Chrome, Polished Chrome, Antique Brass, Oil Rubbed Bronze, Brass PVD, Oil Rubbed Bronze PVD, Satin Nickel PVD
- Contemporary handle set finish options:
 - Painted finishes: Matte Black, Dark Bronze,
 - Metal finishes: Oil Rubbed Bronze PVD, Satin Nickel PVD

Hinges:

- Adjustable hinges
 - Standard finish: Satin Taupe with a steel substrate
 - Optional powder coat finish: Gold Tone, Dark Bronze, Silver Frost, White, Matte Black
 - Optional finish: Antique Brass, Satin Chrome, Oil Rubbed Bronze, Polished Chrome, Brass PVD, Satin Nickel PVD, Oil Rubbed Bronze PVD
 - Dimensions are 4 1/4"(108) x 3 3/4"(95) with 3/8"(10) radius corners
 - Adjustment is 3/16"(5) for horizontal and vertical of panels in frame
 - Quantity per panel for UIFDAT, UOFDAT
 - Unit rough opening height ≤ 80" (2032) = three hinges per panel
 - Unit rough opening height ≥ 84" (2134) and ≤ 96"(2438) = four hinges per panel
 - Quantity per panel for UIFD2.25AT, and UOFD2.25AT
 - Unit rough opening height ≤ 86 1/2"(2197) = three hinges per panel
 - Unit rough opening height > 86 1/2" (2197) and ≤ 96 (2438) = four hinges per panel
 - Unit rough opening height > 96" (2438) = five hinges per panel
 - Optional four hinges for unit rough opening height ≤ 96"(2438)
- Optional butt hinge for 1 3/4" doors
 - Default finish (Inswing): Satin Taupe with steel substrate; Optional finishes: Brass Plated, Solid Brass, Antique Brass, Oil Rubbed Bronze, Satin Chrome, Satin Nickel, White, Stainless Steel, Satin Nickel PVD
 - Default finish (Outswing): Solid Brass or Stainless Steel with non-removable pin
 - Dimensions: 4" (102) x 4" (102) with radius corners
 - Quantity per panel
 - Unit rough opening height < 86 1/2" (2198) = three hinges per panel
 - Unit rough opening height ≥ 86 1/2" (2198) up to ≤ 110 1/2"(2807) = four hinges per panel
 - Unit rough opening height > 110 1/2" (2807) = five hinges per panel
- Optional ball bearing hinges for 2 1/4" doors and 1 3/4" doors
 - Default finish is Satin Chrome with a brass substrate; Optional finish: Solid Brass, Bronze with a brass substrate or stainless steel (2 1/4" only)
 - Dimensions:
 - For 2 1/4" doors, 4 1/2" (114) x 4 1/2" (114) with square corners.
 - For 1 3/4" doors, 4 1/2" (114) x 4 1/2" (114) with radius corners
 - Quantity per panel
 - Unit rough opening height < 86 1/2" (2198) = three hinges per panel
 - For 2 1/4" doors: Unit rough opening height ≥ 86 1/2" (2198) up to ≤ 96"(2438) = four hinges per panel
 - For 2 1/4" doors: Unit rough opening height > 96" (2438) = five hinges per panel
 - For 1 3/4" doors: Unit rough opening height ≥ 86 1/2" (2198) up to ≤ 110 1/2"(2807) = four hinges per panel
 - For 1 3/4" doors: Unit rough opening height > 110 1/2" (2807) = five hinges per panel

Attachment #2

Unit Features Continued**Glass and Glazing:**

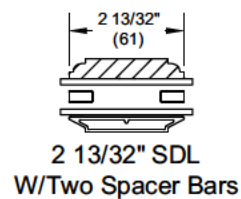
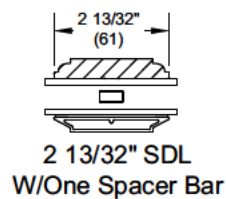
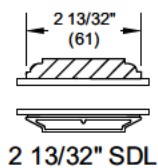
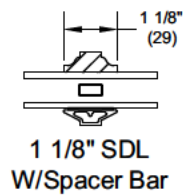
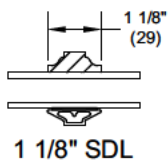
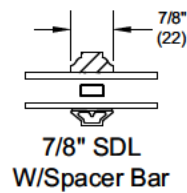
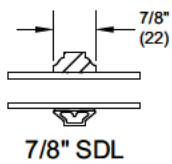
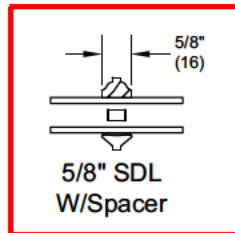
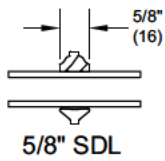
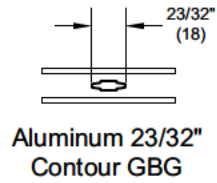
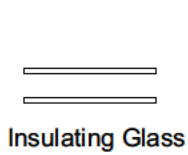
- Glazing method: Insulating - Dual Pane or Tri Pane
- Glazing seal: Silicone glazed
- Standard glass: Insulating Dual Pane Low E2 with Argon or Air
- Optional dual-pane glass make-ups:
 - Low E1 Argon or Air,
 - Low E3 Argon or Air,
 - Low E2/ERS Argon or air,
 - Low E3/ERS Argon or air, clear, tints, tempered, obscure, and decorative glass options
- Optional Tri Pane glass make-ups:
 - Low E2/E1 Argon, Krypton-Argon, or Air
 - Low E3/E1 Argon, Krypton-Argon, or Air
 - Low E1 Argon, Krypton-Argon, or Air
- Available glass types:
 - Laminated
 - Tempered
 - Obscure
- Tints:
 - Bronze
 - Gray
 - Green
 - Reflective Bronze
- Decorative glass options:
 - Frost
 - Reed
 - Narrow Reed
 - Rain
 - Sandblasted
 - Glue Chip
- All glass is of select quality complying with ASTM C 1036. Tempered or Laminated safety glazing per CPSC 16 CFR 1201. Insulating glass is manufactured and tested to pass level ASTM 2190 and is IGCC certified.
- IZ3 has tempered exterior pane.
- For additional specialty glazing options, please contact your Marvin representative.

Lock Status Sensor (Optional):

- Available for UIFD2.25AT, UOFD2.25AT.
- Refer to **Lock Status Sensor Installation Instructions** for requirements.
- To achieve a closed and locked status, The Lock Status Sensor requires that the door must be closed to depress the anti-slam mechanism so that the door can be manually locked. It allows easy integration with home automation systems using a wireless connection.
 - Requires purchase of secondary transmitter for operation. Marvin will prep for this option. Wired connection not available.
- Wireless Lock Status Sensor is located within the width and height of the operating panel.
- Sensor Location will always be integrated into the locking hardware system.

Attachment #2

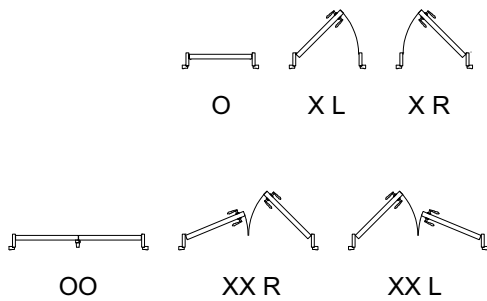
Standard Divided Lite Options



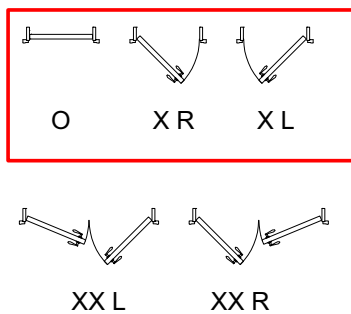
Attachment #2

Handing Configurations

Inswing Handing Configurations



Inswing Handing Configurations



Attachment #2

Exterior Commerical Entry Doors



Attachment #3

Architectural Drawing
Exterior Entry Door Elevation



Attachment #3

Unit Features

Ultimate Commercial Door: UCD

Ultimate Commercial Door 2 1/4": UCD2.25

Frame:

- Frame thickness: 1 1/16" (27).
- Frame width: 4 9/16" (116).
- Sill Options:
 - Standard factory installed thermal barrier saddle low profile 0.500" (13) by 7.125" (181) sill. Optional; thermal barrier saddle low profile 0.250" (6) by 7.125" (181) sill. Offset saddle low profile 0.500" (13) by 7.00" (178) sill with 0.250" (6) offset.
 - Optional factory installed thermal barrier saddle low profile 0.500" (13) by 8.125" (210) sill. Optional; thermal barrier saddle low profile 0.250" (6) by 8.125" (210) sill.
 - Optional factory installed thermal barrier saddle low profile 0.500" (13) by 9.125" (235) sill. Optional; thermal barrier saddle low profile 0.250" (6) by 9.125" (235) sill.
 - Optional: No sill.
 - Finishes: Standard: Mill Finish Aluminum, Optional: Dark Bronze Anodized Aluminum.

Panel:

- Panel thickness: UCD: 1 3/4" (44) and UCD2.25: 2 1/4" (57).
- Top rail height:
 - UCD panel: 6" (152).
 - UCD2.25 panel: 8 1/8" (206).
 - Panel core material is solid Pine or follows the species of the door.
- Stile width, locking and hinge stiles are 6" (153) wide with LVL core.
- Bottom rail height: 11 3/8" (289) is solid pine or follows the species of the door.
- Optional 6" (152) intermediate rail is solid pine or follows the species of the door, is centered 26" (660) or 40 5/16" (1024) from bottom of door sill.

Glass and Glazing:

- Select quality complying with ASM C 1036. Comply with 16 CFR 1201 Safety Standard for Architectural Glazing Materials. Tempered insulating glass IGMA.IGCC certified to performance level CBA when tested in accordance with ASTM E 774.
- Glazing Seal: Tempered insulating glass hermetically sealed placed into an exterior bed of silicone.
- UCD has 3/4" IG with removable interior vinyl glazing stops with clear wood covers, no visible fasteners.
- UCD2.25 has 1" IG with nailed on glazing stops.
- Glazing Method: Tempered Insulating Glass (Altitude Adjusted)
- Glass Type: Clear; Bronze; Gray; Reflective Bronze; Low E2 Argon or without Argon; Low E3 Argon or without Argon; Low E2/ERS Argon or air; Low E3/ERS Argon or air; Obscure; Laminated;
- Decorative glass options: Sandblasted, Glue Chip, Rain, Frost, 1/2 English Reed.

Attachment #3

Unit Features

Hardware:

- Hinges: 4 1/2" (114) x 4 1/2" (114) square corner ball bearing hinges. Standard finish color and substrate: Satin Chrome (US26D) over brass substrate.
 - Optional: Bronze finish over Brass substrate (US10A), Solid Brass (US3), Stainless Steel (US32D).
- UCD panel: Three hinges per panel for units less than 85 9/16" (2173) high rough opening, four hinges per panel on doors with 85 9/16" or larger (2173) rough opening.
- UCD2.25 panel: Three hinges per panel up to 85 9/16" (2173) high. Four hinges per panel over 85 9/16" (2173), 5 hinges per panel on units over 95" (2413) high. If panel width is greater than 35 13/16" (910), door has 4 hinges.
- No lock no bore is standard.
 - Optional Commercial Hardware Package:
 - Closer, rim device, mortise lock, removable mullion and kick plate.
 - Optional hardware Routs and Preps.
 - Von Duprin Push pad Rim Devices and Trim Sets.
 - Von Duprin Cross Bar Device and Trim Sets.
 - Von Duprin 5547 Concealed Vertical Rod Exit Device. (2 1/4" Door only)
 - Sargent 8200 Mortise Lock Prep.
 - Schlage L Mortise Lock and Trim Sets.
 - Schlage ND Cylindrical locks.
 - Alarm Lock.

Raised/Flat Panel Option:

- 6" (152) Intermediate rail is constructed of finger-joint, edge-glued pine, or laminated veneer lumber (LVL) core.
 - Raised or Flat Extira® panel constructed of medium density fiberboard (MDF) core with wood laminate veneer to interior.
 - Exterior Standard Stamped Raised Panel uses .080" (2) aluminum with foam backing.
- Two placement options are available:
 - Low Placement, 26" (660) on center (OC) of 6" (152) intermediate rail from bottom of door sill for a 10 13/16" (275) visible panel height.
 - High Placement, 40 5/16" (1024) OC of 6" (152) intermediate rail from bottom of door sill for a 25 1/8" (638) visible panel height.

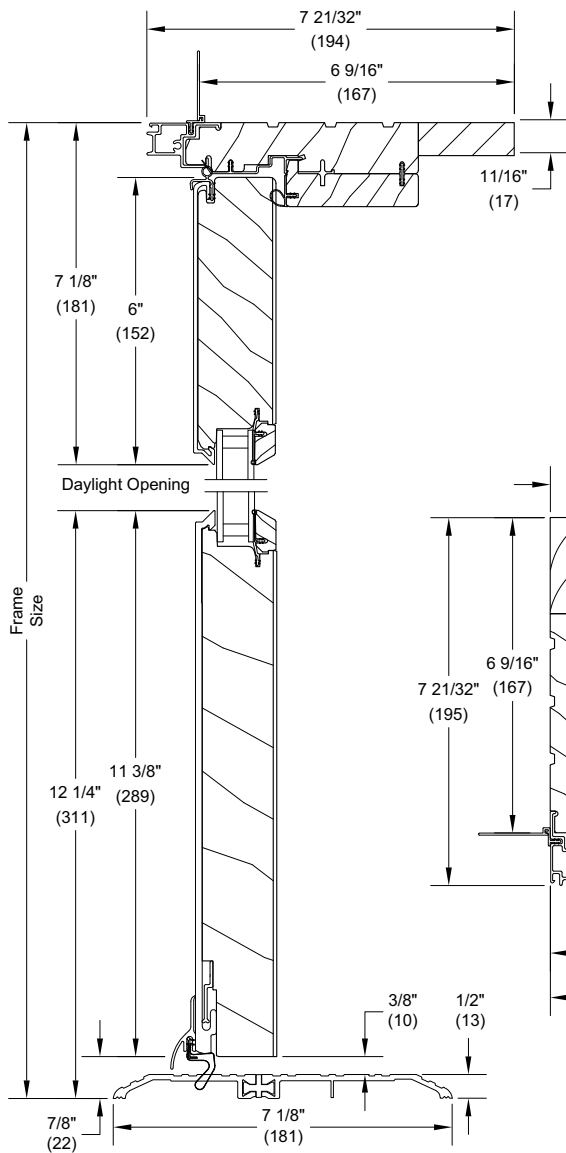
Weather Strip:

- Beige bulb type weather strip at top rails and hinge stiles.
 - Optional: Black.
- Black pile type weather strip at locking stiles.
- Panel drips and screws will be color matched to the panel clad color, for Custom Color clad the panel drips will be painted to match the panels but the screws will remain stainless steel.
- Sweep across panel bottom.
 - Optional: Bronze or Beige.

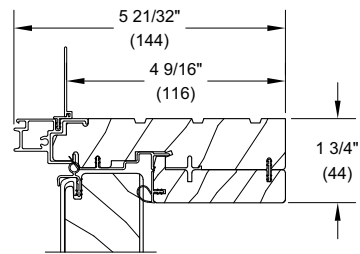
Attachment #3

1 3/4" Commercial Section Details: Operating

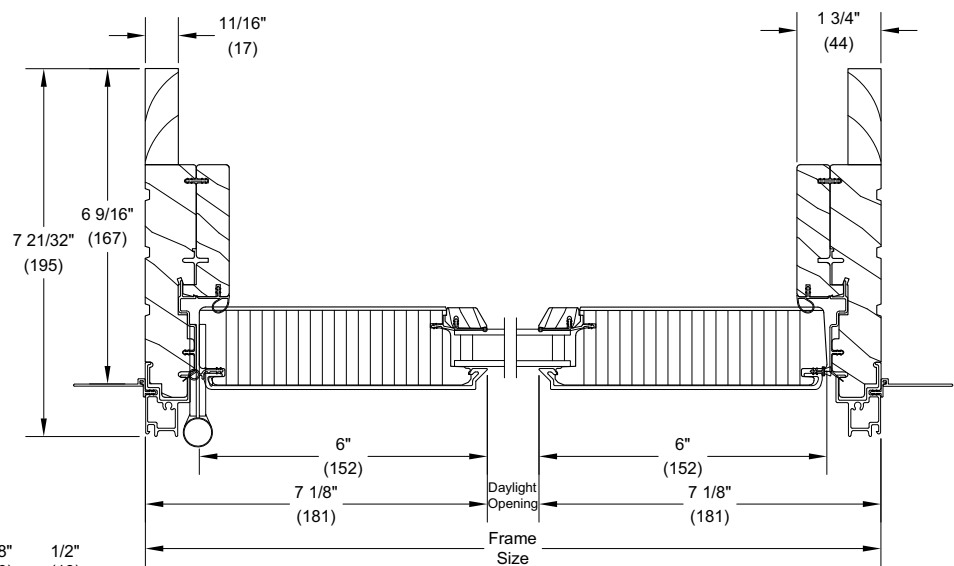
Scale: 3" = 1' 0"



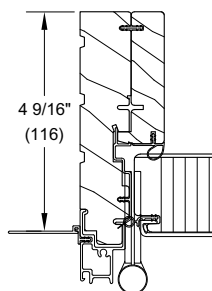
Head Jamb and Sill



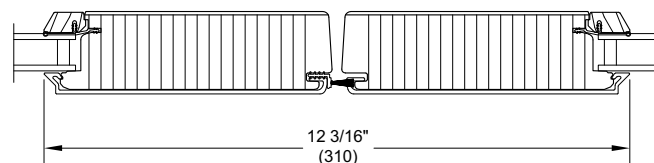
4 9/16" Head Jamb



X - LHR - Jamb



4 9/16" Jamb

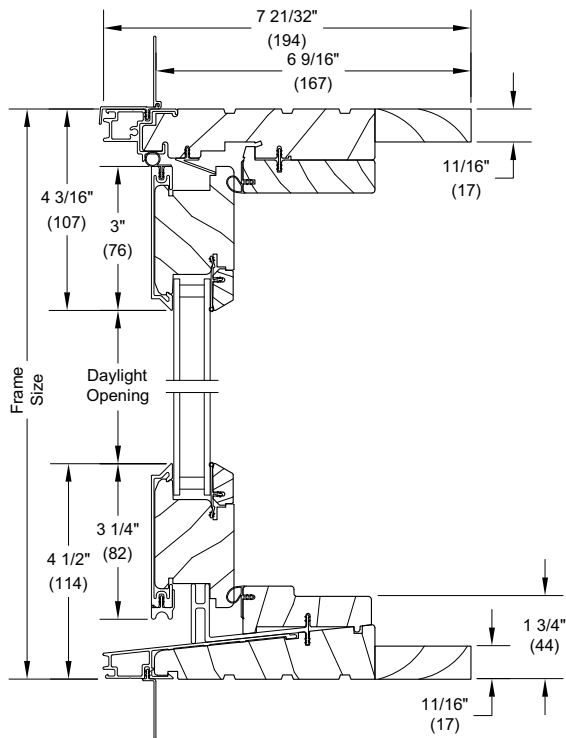


XX - Meeting Stiles

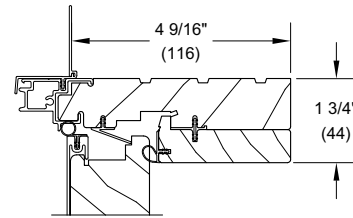
Attachment #3

1 3/4" and 2 1/4" Commercial Section Details: In-Sash Transom

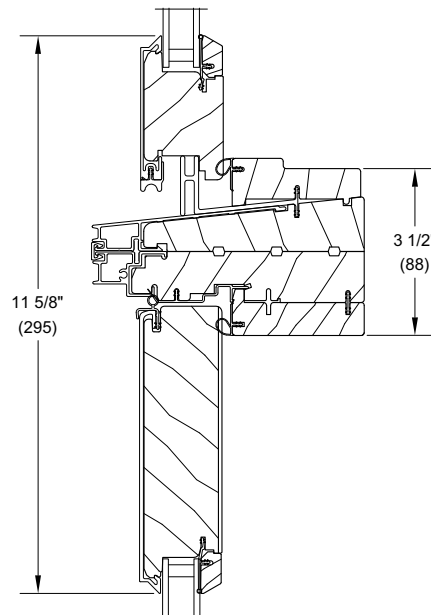
Scale: 3" = 1' 0"



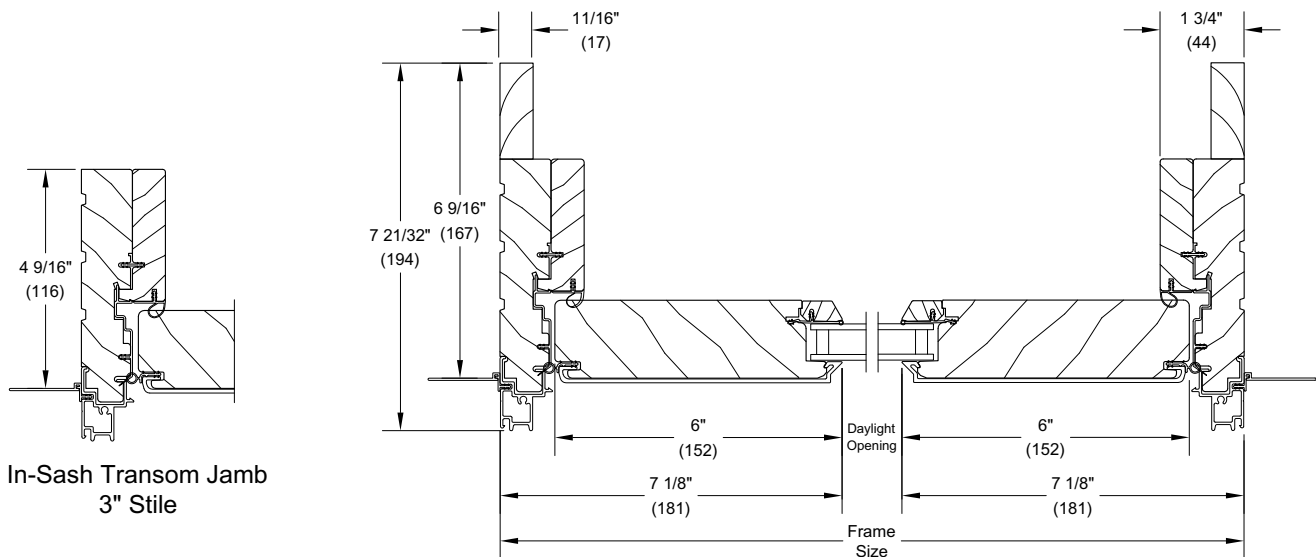
Head Jamb and Sill



4 9/16" In-Sash Transom
Head Jamb



Rectangular Transom
over Outswing CD Door



In-Sash Transom Jamb
3" Stile

In-Sash Transom Jamb

Attachment #3

[illegible]

Atlas® 8 x 2¼ x 16

[Home](#) / [Structural Brick](#) / [Sizes](#)



Choose Your **Color**: Pewter



Choose Your **Texture** : Matte

Clear

Choose Your **Shape**

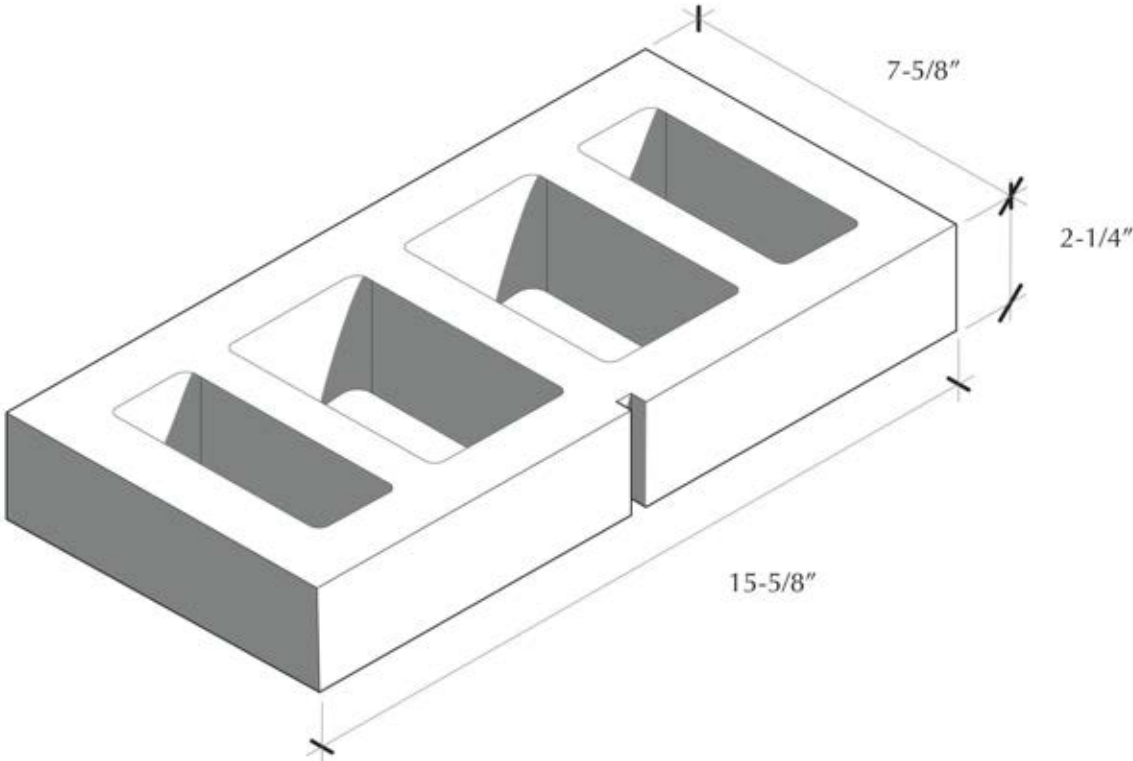
[Click here to talk to one our consultants to find exactly what you're looking for.](#)

Request a Sample

Add to Project

NOTE: Keep track of your selections by adding this Product to your Project Wishlist

Disclaimer: Images are for general color representation only – not size. Clay brick is comprised of natural materials from the ground. As such, each production run may vary from another and may have color variance within itself.



Synopsis

Atlas® is a clay brick cored in such a way as to permit reinforcing steel and the appropriate amount of grout within the cores when the brick is laid in a given bond pattern. The combination of brick, grout and reinforcing act together to resist tension, flexure and shear forces. Multiple Atlas sizes are available based on structural, fire, durability and aesthetic requirements.

Specs
Safety Data Sheet
Other Documents
Atlas® Brick Specs >

Caliber LED Outdoor Wall Sconce

By dweLED

LUMENS
LIGHT AND LIVING
Call Us 877.445.4486

Caliber LED Outdoor Wall Sconce
By dweLED

Product Options

Finish: Black,
Size: One-Way Light

Details

Construction, Aluminum hardware with lens diffuser
Weather-resistant powder-coated finish
Driver concealed within the fixture
ELV dimming, 100% to 10%
Discrete cylinder with minimal mounting hardware
Can be mounted on the wall in all orientations
Material: Aluminum
Dimmable when used with a Electronic low voltage (ELV) Dimmer (Not Included)
Dimmer Range: 100 - 10%
ADA compliant
ETL Listed Wet
Warranty: 5 Year Functional, 2 Year Finish
Made In China

Dimensions

One-Way Light Option Fixture: Width 3", Height 10",
Depth 4"

One-Way Light Option Wall Plate: Width 4.5", Height
5.5", Depth 0.5"

Lighting

One-Way Light

Lamp Type	LED Built-in
Total Lumens	560
Total Watts	11.00
Volts	120 /277 Volt
Color Temp	3000 (Soft White)
Average Lifespan	72000.00
CRI	90
Equivalent Halogen, CFL or LED Bulb Can Be Used	No

Additional Details

Product URL:
<https://www.lumens.com/caliber-led-outdoor-wall-sconce-by-dweled-DWE695106.html>
Rating: ETL Listed Wet

ITEM#: DWE695106



Notes:

Prepared by:

Prepared for:

Project:

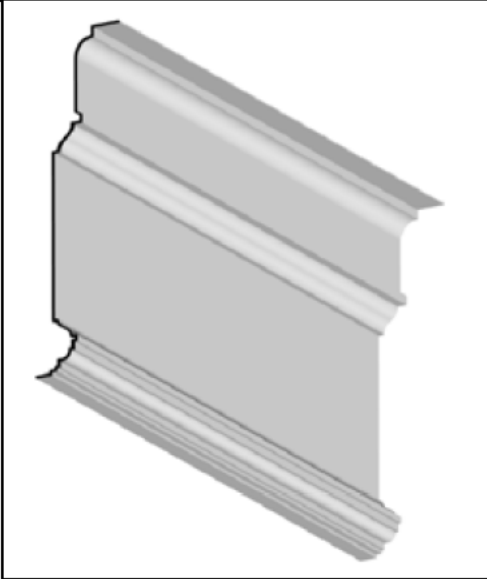
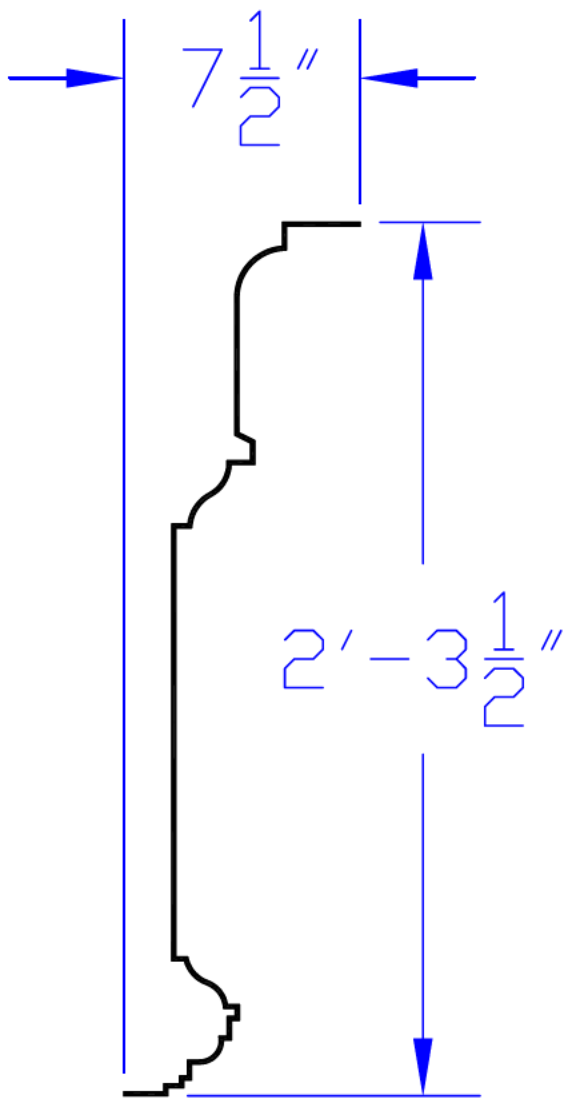
Room:

Placement:

Approval:

Attachment #8

Fiberglass Cornice



CR073B

FIBERGLASS
TECHNOLOGIES, INC.

1610 Hanford St., Levittown, PA * (215) 943-4567 * FAX (215) 943-4540

Attachment #9

Dry Vit Acrylic Limestone Siding

STANDARD TEXTURES

Whether you're looking to create a contemporary, historical or completely unique look for your building, we have the solutions to help you achieve your goal. Dryvit's range of standard textures are available in an incredible array of colors, helping your building stand out.

SPECIALTY TEXTURES

Create the desired impact for your building by leading the way with Dryvit specialty textures.

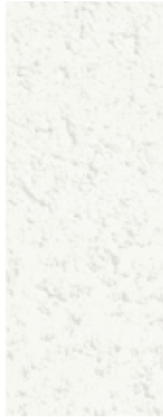
Sandblast®



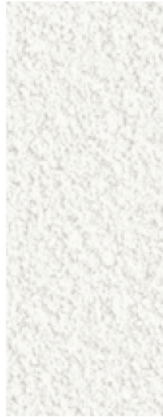
Freestyle®



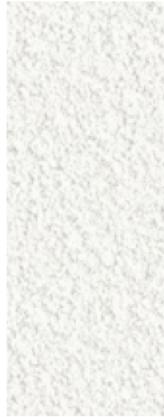
Quarzputz®



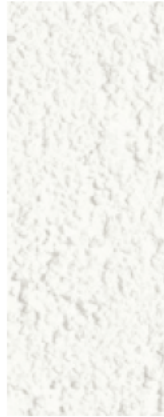
Sandpebble™



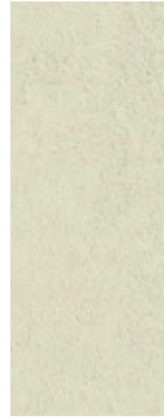
Sandpebble Fine™



Mojave™



Limestone™



Finesse™



FINISHING TOUCH

Whether you choose our standard dirt pickup resistant finish or Dryvit's more advanced technologies like our lightweight, mildew resistant and hydrophobic finishes; you can be sure that the colors you select will be vibrant and long-lasting.

HOW DO YOU SELECT YOUR PERFECT FINISH?

Simply determine your technology requirements and then pick a texture and a color. Need a hand? Dryvit technical sales representatives can walk you through the process.

Attachment #10

PRODUCT DESCRIPTION

Limestone finish is a premixed 100% acrylic based coating and is offered in standard colors as well as custom colors. Limestone finish is designed to replicate the appearance of limestone blocks. Limestone provides the finishing touch that adds lasting color and texture to exterior and interior walls. Limestone finish with DPR (dirt pickup resistant) chemistry will remain cleaner longer after application.



BASIC USES

Limestone finish is a durable architectural finish, which provides surface color and texture for Dryvit systems. It is also suitable for interior applications. Limestone can also be applied over properly prepared substrates such as masonry, stucco, precast or cast-in-place concrete and other approved substrates. Limestone finish is trowel applied.

FEATURES & BENEFITS

FEATURE

- Realistic cut stone aesthetic
- Lightweight
- DPR & PMR chemistry
- Vapor permeable

BENEFIT

- Inexpensively emulates cut stone
- Reduces structural demands for exterior façade
- Resistant to dirt and the growth of mold and mildew
- Will not trap moisture vapor

PROPERTIES

Drying Time: Drying of the Limestone finish is dependent on the air temperature, relative humidity and finish thickness. Under average drying conditions [70 °F (21 °C), 55% R.H.], Limestone will dry in 24 hours. Lower temperature and higher humidity will require that the Limestone finish be protected for longer periods. Protect work from rain during the drying period.

Testing Information: For individual test data on this product's properties, refer to the chart included with this document.

Job Conditions: Air and surface temperature for application of Limestone finish must be between 40 °F (4 °C) and 100 °F (38 °C). The temperature after application must remain above 40 °F (4 °C) for a minimum of 24 hours.

Temporary Protection: Shall be provided at all times until the Limestone finish is dry, and permanent flashings, sealants, etc. are completed to protect the wall from inclement weather and other sources of damage.

SURFACE PREPARATION

- Surface must be smooth and free of imperfections to ensure satisfactory appearance.
- Interior and exterior surfaces must be above 40 °F (4 °C) and must be clean, dry, structurally sound and free of efflorescence, grease, oil, form release agents and curing compounds.
- **Dryvit Reinforced Base Coat:** The base coat must be allowed to dry and cure for a minimum of 24 hours before application of the Limestone finish. The Dryvit reinforced base coat surface must be smooth and free of trowel marks.
- **Concrete:** Shall have cured a minimum of 28 days prior to application of the Limestone finish. If efflorescence, form release agents or curing compounds are present on the concrete surface, the surface shall be thoroughly washed with muriatic acid and flushed to remove residual acid. All projections shall be removed and small voids filled with Dryvit Primus®, Primus® DM,

Attachment #10-

Genesis® or Genesis® DM mixture (see product data sheet for mixing and application). Dryvit Color Prime™ shall be applied to the prepared concrete surface using a roller or brush (see product data sheet for mixing and application) prior to application of the Limestone finish.

- **Masonry:** The masonry surface, with joints struck flush, shall be "skim coated" with Dryvit Primus, Primus DM, Genesis or Genesis DM mixture (see product data sheet for mixing and application) to produce a smooth, level surface.
- **Stucco:** Dryvit Color Prime, Color Prime™ W or Primer with Sand shall be applied over the cured brown coat surface using a roller or brush (see product data sheet for mixing and application) prior to applying the Limestone finish. If additives are present in the stucco, a test patch shall be made and bond strength checked prior to application.

MIXING

Mix Limestone finish with a "Twister" paddle or equivalent mixing blade, powered by a 1/2 in (12.7 mm) drill, at 450 - 500 rpm until a uniform workable consistency is attained.

APPLICATION

Using a stainless-steel trowel, apply and level a coat of Limestone finish to a uniform 'tight' thickness. Allow this first coat to become dry to the touch. Apply a second coat similar to the first. Float the finish lightly with a Lexan plastic float. After the finish has taken up slightly, trowel again with either a stainless-steel trowel or Lexan plastic float. **Important:** Use the same final trowelling tool and hand motion over the entire wall.

- It is recommended that either aesthetic or expansion joints be located so as to create a maximum panel size of 10 ft x 10 ft (3.05 m x 3.05 m) [or 100 ft² (9.29 m²) with the vertical height not being more than 10 ft (3.05 m)] and that a contractor prepare a mock-up for approval by the architect prior to final specification.

COVERAGE

Limestone finish is shipped in 70 lb (32 kg) pails. Approximate coverage is 150 ft² (14 m²) per pail depending upon substrate, details and individual application technique.

STORAGE

Limestone finish must be stored at a minimum of 40 °F (4 °C) and a maximum of 100 °F (38 °C) in tightly sealed containers out of direct sunlight.

The shelf life is 2 years from date of manufacture when properly stored in unopened pails.

TEXTURE

Limestone finish is designed to replicate the appearance of limestone blocks. The finish will have large flat areas with interspersed small pit marks and, depending upon final trowelling, could have burn marks to replicate weathered limestone. Application technique must be constant over an expanse of wall so that the general color, texture and gloss do not vary when viewed at a distance. Any variance noted is intended.

MAINTENANCE

All Dryvit products are designed to require minimal maintenance. However, as with all building products, depending on location, some cleaning may be required. See Dryvit publication DS152 on cleaning and recoating.

CLEAN UP

Clean tools with water while the Limestone finish is still wet.

Attachment #10

CAUTIONS & LIMITATIONS

- Avoid applying Limestone finish in direct sunlight. Always work on the shady side of the wall or protect the area with appropriate shading material.
- Limestone finish must not be used on exposed exterior horizontal surfaces. Minimum slope is 6 in12, which is 27°. Maximum length of slope is 12 in (305 mm).
- Limestone finish shall not be used below grade when applied as the finish for an EIF system.
- Limestone finish is not intended for direct-applied, exterior vertical applications over exterior gypsum based sheathing board, foam plastic insulation or other type insulation board.
- Limestone finish shall not be returned into any sealant joint. Instead a coat of Dryvit Color Prime or Dryvit Demandit® Smooth should be applied over the base coat in the joint.

-
- A site mock-up of sufficient size [min. 8 x 8 ft (2.4 x 2.4 m)] is strongly recommended for final approval. The final finished look will not be completely uniform in color or texture, thus simulating natural stone. It is recommended that experienced plasterers familiar with ultra-smooth or interior slick finishes be used for application.

TECHNICAL AND FIELD SERVICES

Available on request.

LYMESTONE™ FINISH TESTING			
TEST	TEST METHOD	CRITERIA	RESULTS
Surface Burning Characteristics	ASTM E 84	ICC and ANSI/EIMA 99-A-2001 Flame Spread <25 Smoke Developed <450	Passed
Flexibility ¹	ASTM D 522 Method B	No ICC or ANSI/EIMA Criteria	Passed: 3.0" diameter @ 73 °F
Water Vapor Transmission	ASTM E 96 Procedure B	ICC: Vapor Permeable No ANSI/EIMA Criteria	13 Perms
Accelerated Weathering	ASTM G 154 Cycle 1 (QUV)	ANSI/EIMA 99-A-2001	13 Perms
Freeze-Thaw Resistance	ASTM G 155 Cycle 1 (Xenon Arc)	2000 hours: No deleterious effects ²	3500 hours: No deleterious effects ²
	ASTM E 2485	ANSI/EIMA 99-A-2001	90 cycles: No deleterious effects ²
	(Formerly EIMA 101.01)	60 cycles: No deleterious effects ²	
	ASTM E 2485	ICC: 10 cycles: No deleterious effects ²	10 cycles: No deleterious effects ²
	ICC – ES Proc. (AC212)		
Mildew Resistance	ASTM D 3273	ANSI/EIMA 99-A-2001 28 days: No growth	28 days: No growth
Salt Spray Resistance	ASTM B 117	ICC and ANSI/EIMA 99-A-2001 300 hours: No deleterious effects ²	ANSI/EIMA 99-A-2001
Water Resistance	ASTM D 2247	ICC and ANSI/EIMA 99-A-2001 14 days: No deleterious effects ²	42 days: No deleterious effects ²
Abrasion Resistance	ASTM D 968 Method A Falling Sand	ANSI/EIMA 99-A-2001 528 quarts (500 liters): No deleterious effects ²	528 quarts (500 liters): No deleterious effects ²
	ASTM D 4060 Taber Abrasion (1 kg load)	No ICC or ANSI/EIMA Criteria	1000 cycles: 0.086 g weight loss
Adhesion to Concrete	ASTM D 4541	ICC and ANSI/EIMA 99-A-2001: 15 psi minimum	200 psi
Tensile Bond	ASTM C 297/E 2134 (Formerly EIMA 101.03)	ICC and ANSI/EIMA 99-A-2001: 15 psi minimum	25 psi

1. Finish applied over aluminum panels, bent on cylindrical mandrels as described in ASTM D 522 Method B. Lower diameter indicates higher flexibility.
2. No cracking, checking, rusting, crazing, erosion, blistering, peeling, or delamination when viewed under 5x magnification.

Information contained in this product sheet conforms to the standard detail recommendations and specifications for the installation of Dryvit products as of the date of publication of this document and is presented in good faith. Dryvit assumes no liability, expressed or implied, as to the architecture, engineering or workmanship of any project. To ensure that you are using the latest, most complete information, contact Dryvit.

For more information on Dryvit or Continuous Insulation, [click here](#).

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DS472

Attachment #10

Tremco Construction Products Group (CPG) brings together the Commercial Sealants & Waterproofing and Roofing & Building Maintenance divisions of Tremco CPG Inc.; Dryvit and Willseal brands; Nudura Inc.; Prebuck LLC; Tremco Barrier Solutions, Inc.; Weatherproofing Technologies, Inc.; Weatherproofing Technologies Canada, Inc.; and Pure Air Control Services, Inc.

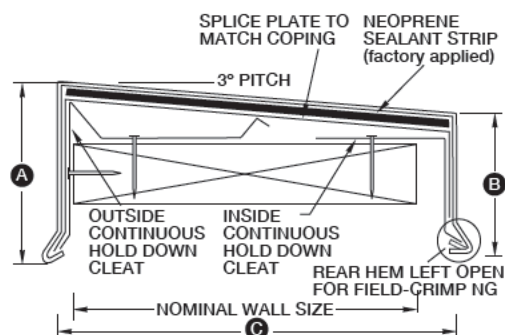


dryvit.com | 800.556.7752



3735 Green Rd. | Beachwood, OH 44122
800.321.7906 | tremcocpg.com

PAC-CONTINUOUS CLEAT COPING



PATENT #6216408

The innovative design of the PAC Continuous Cleat Coping permits the installation of a sloped coping cap over extra-wide walls. The support of the cleat substantially reduces sagging, which can induce ponding and the possibility of leaks. For further weather tightness, neoprene strips are factory applied to each hold-down cleat (see illustration above).

Factory-supplied fasteners accompany each coping order to assure proper attachment of the cleats to the wood nailer. Field-crimping on the inside leg of the coping to the inside hold-down cleat completes the installation.

PRODUCT FEATURES

- ▶ Available in up to 12' lengths
- ▶ Full continuous cleat allows for quick installation and low labor costs

- ▶ Superior resistance to high-wind environments
- ▶ Can be custom-fabricated to meet specific job requirements

MATERIALS

- ▶ 43 stocked colors (24 gauge steel)
- ▶ 15 stocked colors (22 gauge steel)
- ▶ 36 stocked colors (.032 aluminum)
- ▶ 22 stocked colors (.040 aluminum)
- ▶ 29 stocked colors (.050 aluminum)
- ▶ 6 stocked colors (.063 aluminum)
- ▶ Galvalume Plus available
- ▶ Mill Finish Aluminum (.040, .050 and .063 aluminum)
- ▶ Clear & Colored Anodized (.040, .050 and .063 aluminum)

TESTING

- ▶ ANSI/SPRI/FM 4435/ES-1 Standard to comply with the International Building Code
- ▶ Factory Mutual approved for wind uplift protection

WARRANTY

A 20-Year, 120 mph Wind Warranty is available on orders to meet a project's specification. It provides a maximum of 20 years, 120 mph coverage for the repair or replacement of any portion of the roof edge system that has failed due to a defect in the supplied materials.



WIND UPLIFT

Material	Wall Width	FM I-90	FM I-105	FM I-120	FM I-165	FM I-180
24 ga. steel	16" max	✓				
22 ga. steel	16" max	✓	✓			
22 ga. steel	15" max	✓	✓	✓		
.050, .063 Alum.	24" max	✓	✓			
.050, .063 Alum.	16" max	✓	✓	✓	✓	
.050, .063 Alum.	15" max	✓	✓	✓	✓	✓

Attachment #11



800 PAC CLAD | PAC-CLAD.COM

©2017 Petersen Aluminum Corporation

556



560



Adjacent Buildings on Green Bay Rd to South

Photos taken Mar, 2023
Page 189 of 306

568



574



Adjacent Buildings on Green Bay Rd

Photos taken Mar, 2023
Page 190 of 306

Alley at 568 & 574



Alley at 560 (North)



Adjacent Buildings on Green Bay Rd

Alley at 560 (south)



Alley at 556



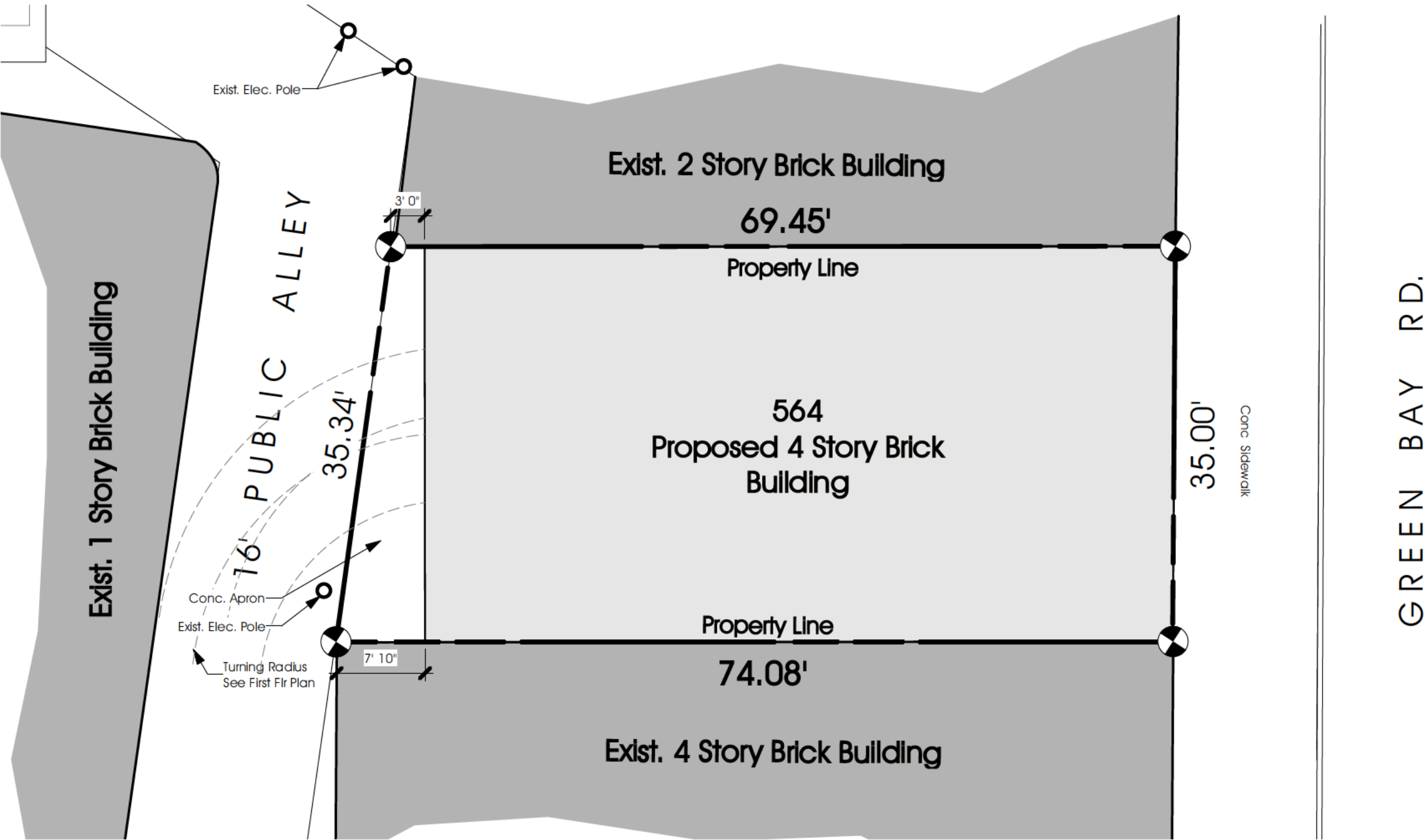
Adjacent Buildings on Green Bay Rd

Zoning Data

Zoning District	C2	
Lot Area (Per Surveyor)	Req'd/ Max	Proposed
Min. Front Setback	0'0"	0'0"
Min. Rear Setback	10'0"	3'0"
Max. Building Height	45'0"	45'0"
Stories Above Grade	4 Stories	4 Stories
Fourth Floor Setback	10'0"	0'0"
Floor Area:		
Lower Flr		2,313 s.f.
GFA		1,487 s.f.
First Floor		2,313 s.f.
GFA		1,005 s.f.
Second Floor		1,983 s.f.
Deck		330 s.f.
Third Floor		1,983 s.f.
Deck		208 s.f.
Fourth Floor		1,983 s.f.
Deck		208 s.f.

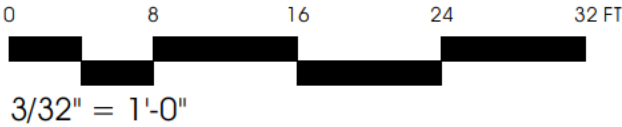
MEP Notes

- Building shall be fully sprinklered, including the garage.
- Building shall be fully alarmed w/ Fire Alarm Control Panel
- New sanitary sewer shall be provided.
- New water service shall be provided.
- New 400 amp electrical service shall be underground.
Disconnects & meters shall be located outside.

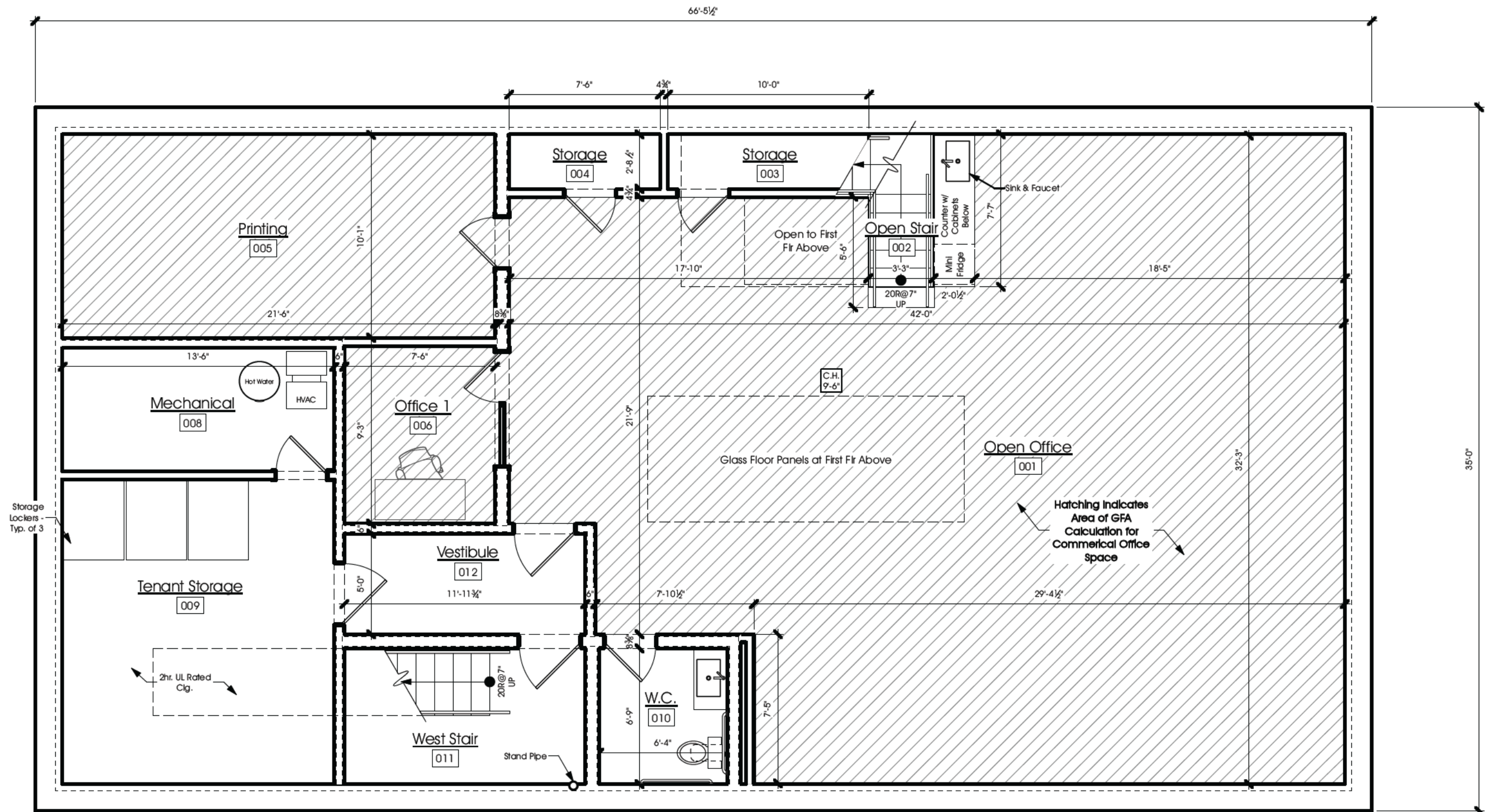


New Construction
Mixed Use Building
564 Green Bay Rd.
Winnetka, IL

Site Plan
Scale: 3/32" = 1'-0"
Mar 9, 2023



kipnis ARCHITECTURE+PLANNING
1642 payne street | evanston IL 60201
847 864 9650 | f847 864 0956



Lower Flr Plan

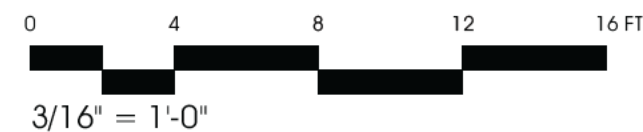
Scale: 3/16" = 1'-0"

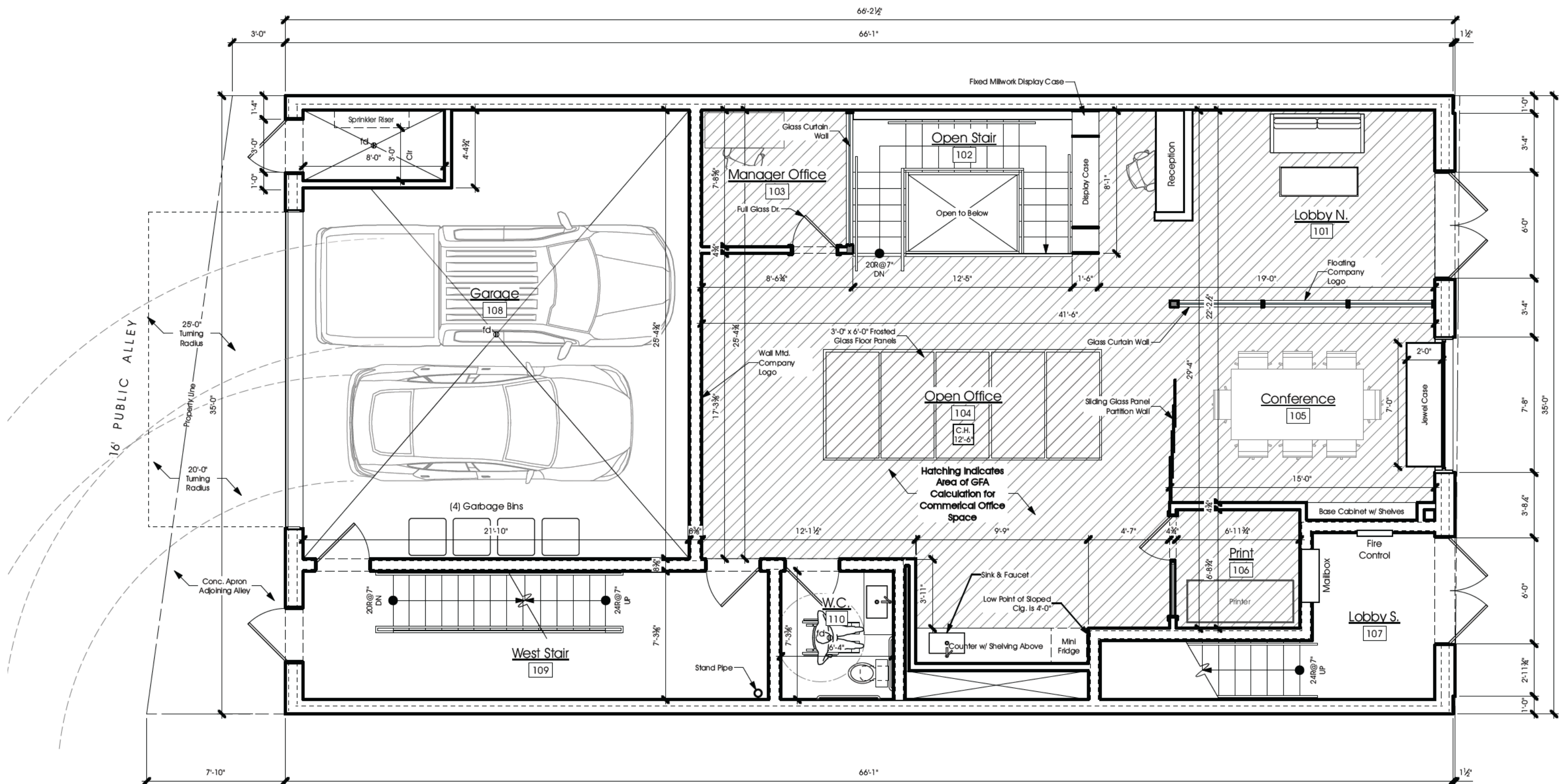
Mar 9, 2023

New Construction
Mixed Use Building
564 Green Bay Rd.
Winnetka, IL

GFA Calculations:

First Floor: 990 SF
Lower Floor: 1,431 SF
Total GFA: 2,421 SF





First Flr Plan

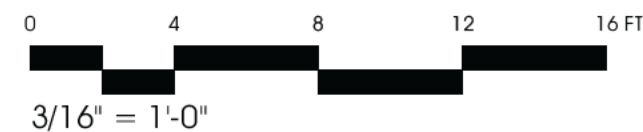
Scale: 3/16" = 1'-0"

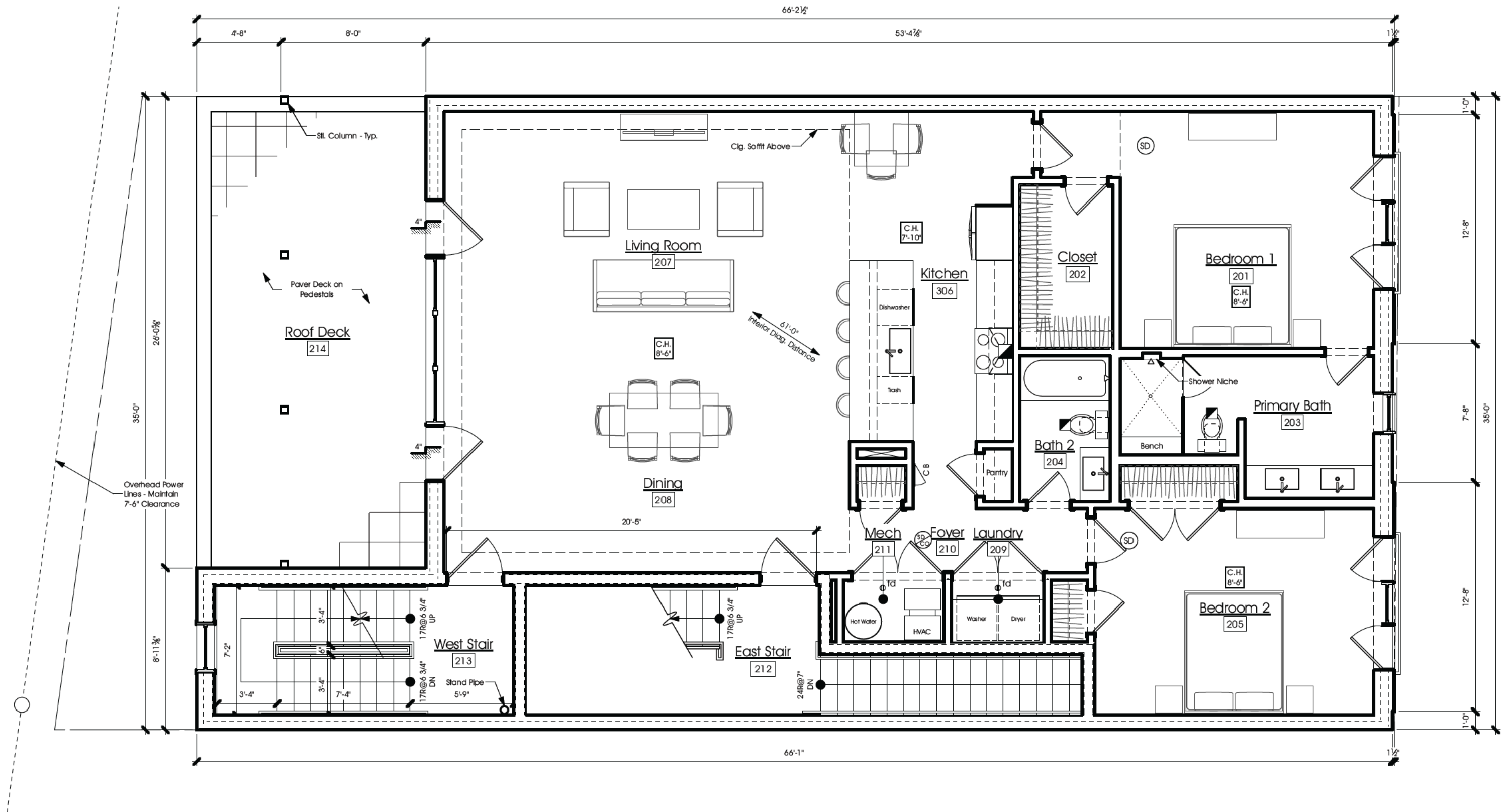
Mar 9, 2023

New Construction
Mixed Use Building
564 Green Bay Rd.
Winnetka, IL

GFA Calculations:

First Floor: 990 SF
Lower Floor: 1,431 SF
Total GFA: 2,421 SF





Second Flr Plan

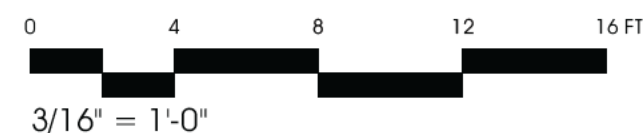
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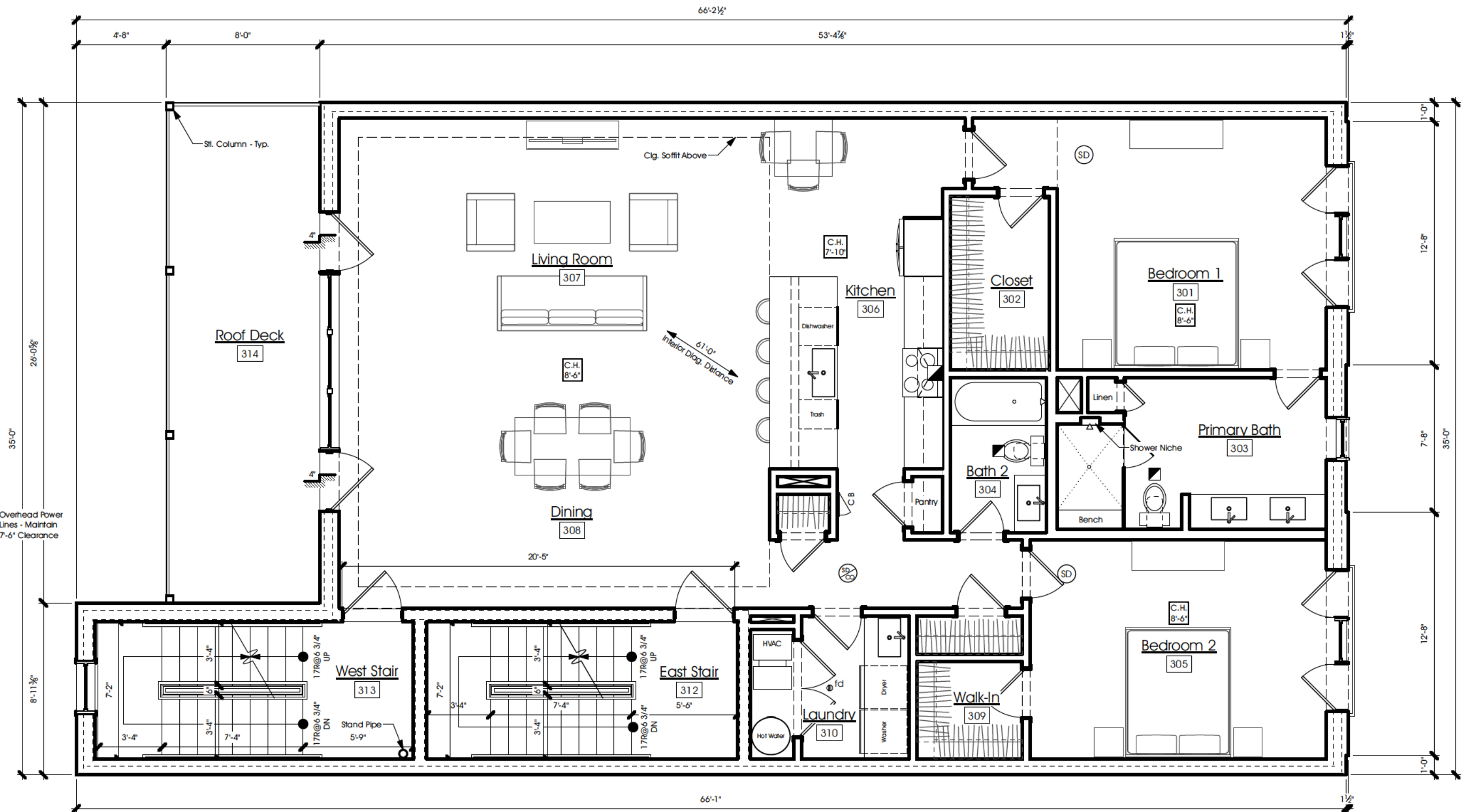
Mar 9, 2023

New Construction
Mixed Use Building
564 Green Bay Rd.
Winnetka, IL

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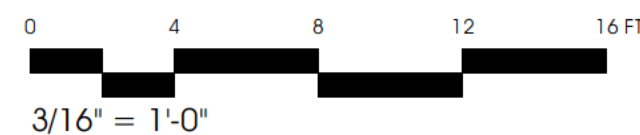
1642 payne street | evanston IL 60201
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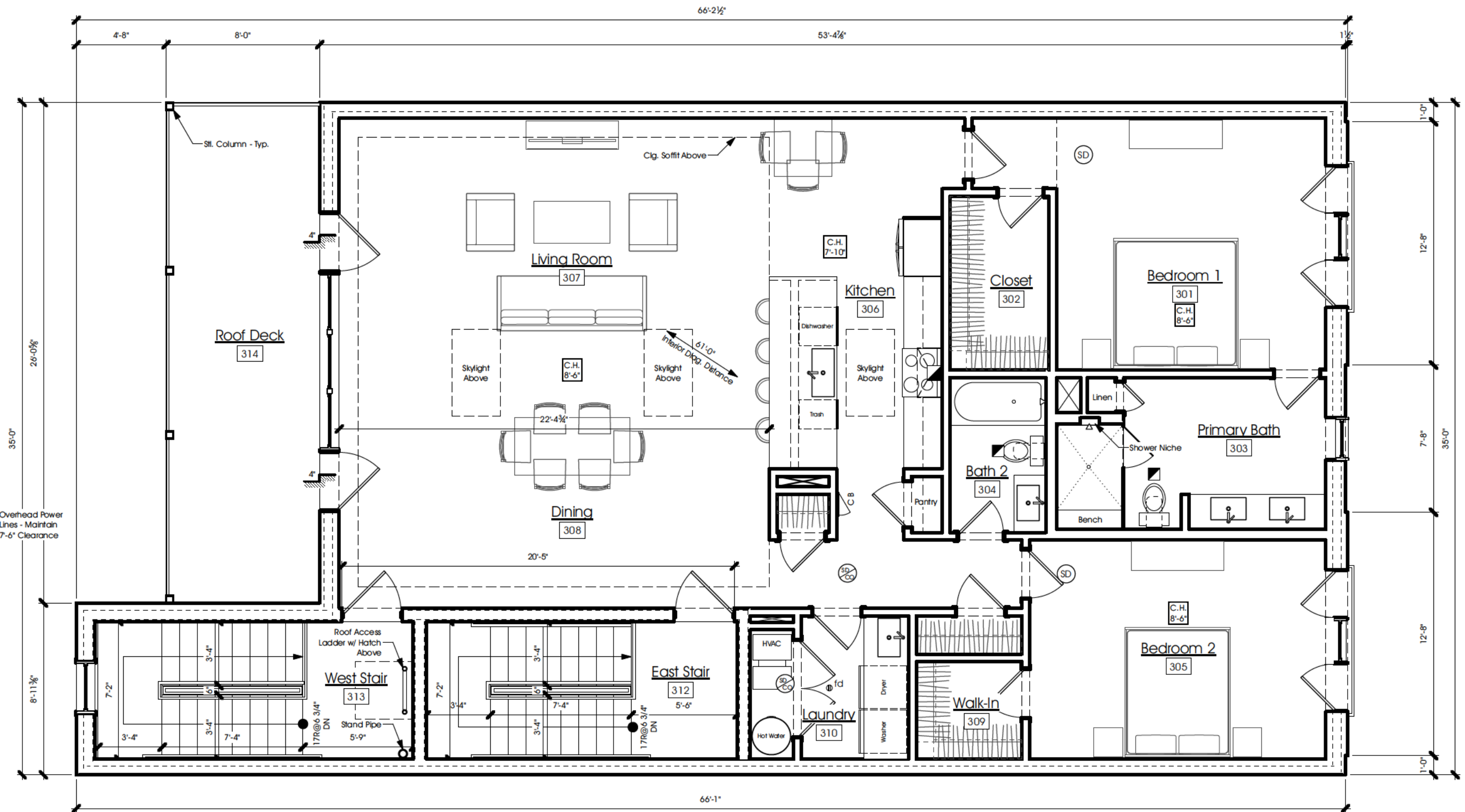


New Construction
Mixed Use Building
564 Green Bay Rd.
Winnetka, IL

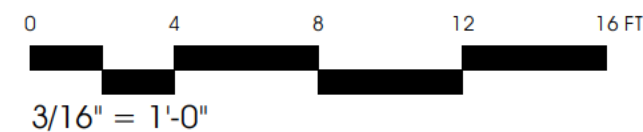
Third Flr Plan Scale: 3/16" = 1'-0" Mar 9, 2023

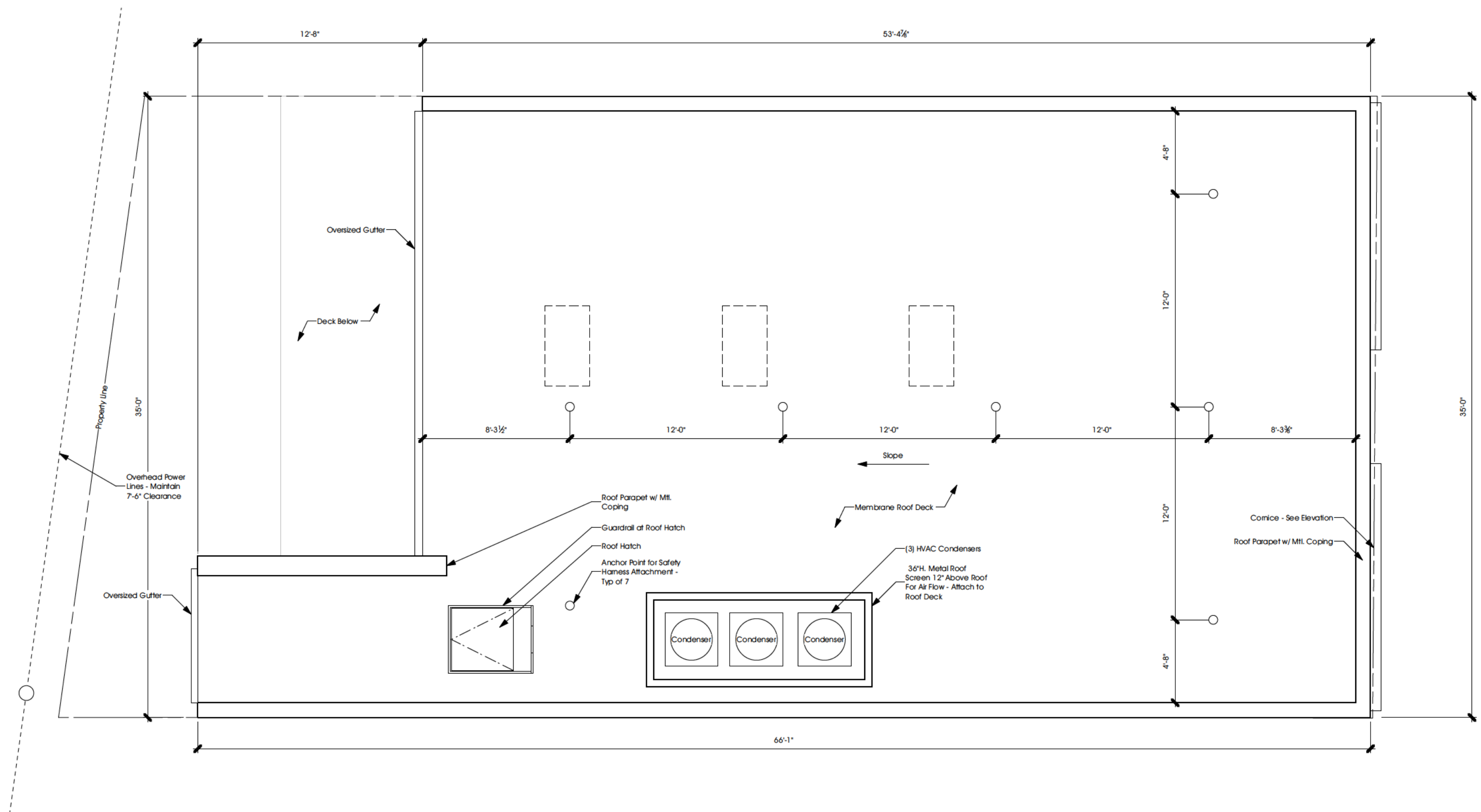


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847 864 9650 | f847 864 0956



New Construction
Mixed Use Building
564 Green Bay Rd.
Winnetka, IL

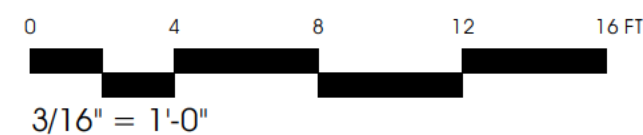


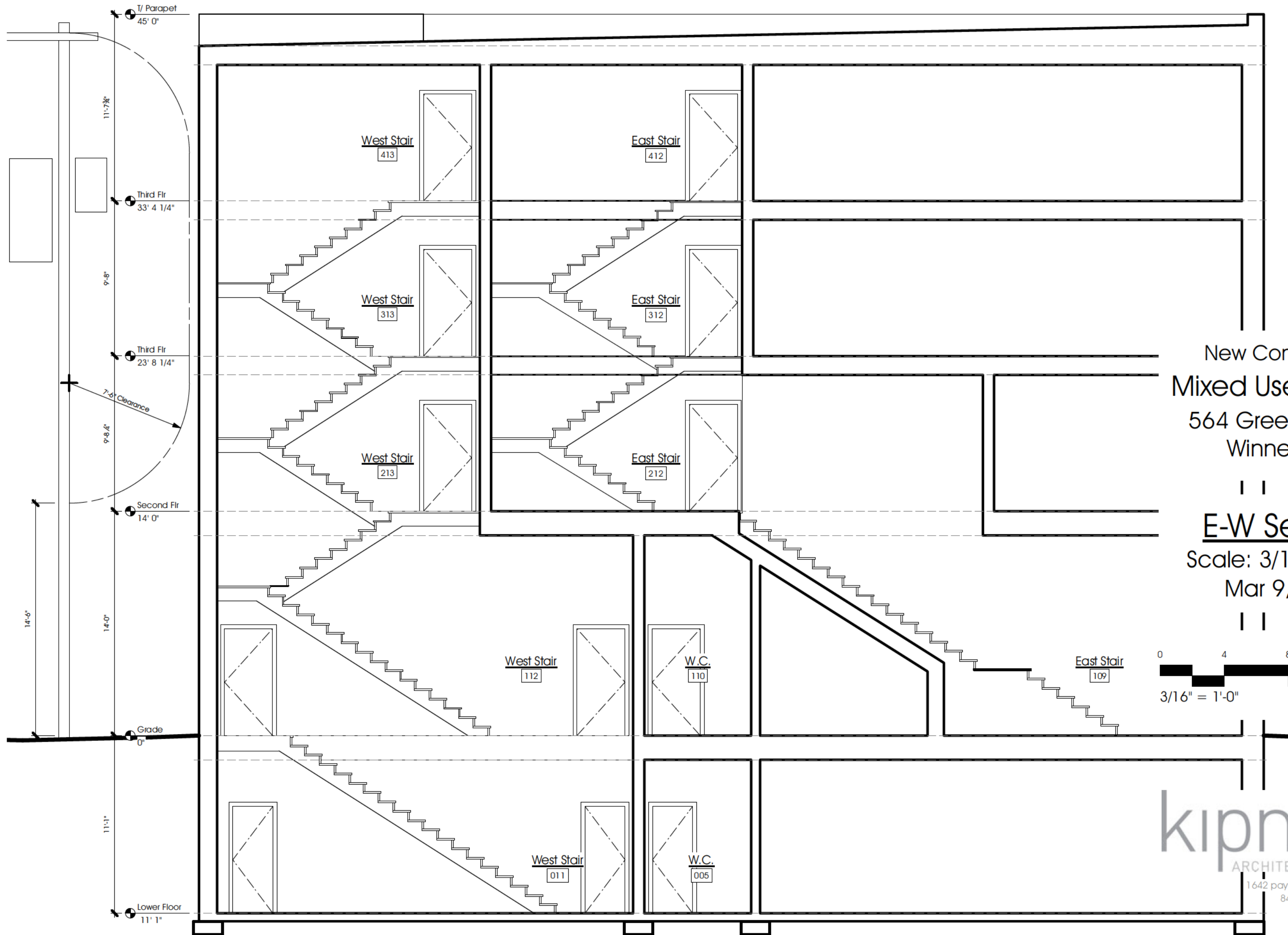


New Construction
Mixed Use Building
564 Green Bay Rd.
Winnetka, IL

Roof Plan

Scale: 3/16" = 1'-0"
Mar 9, 2023



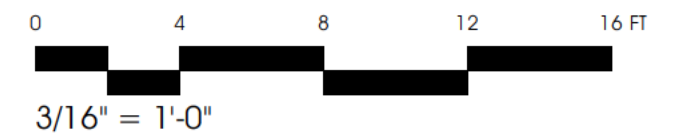


New Construction
Mixed Use Building
564 Green Bay Rd.
Winnetka, IL

E-W Section

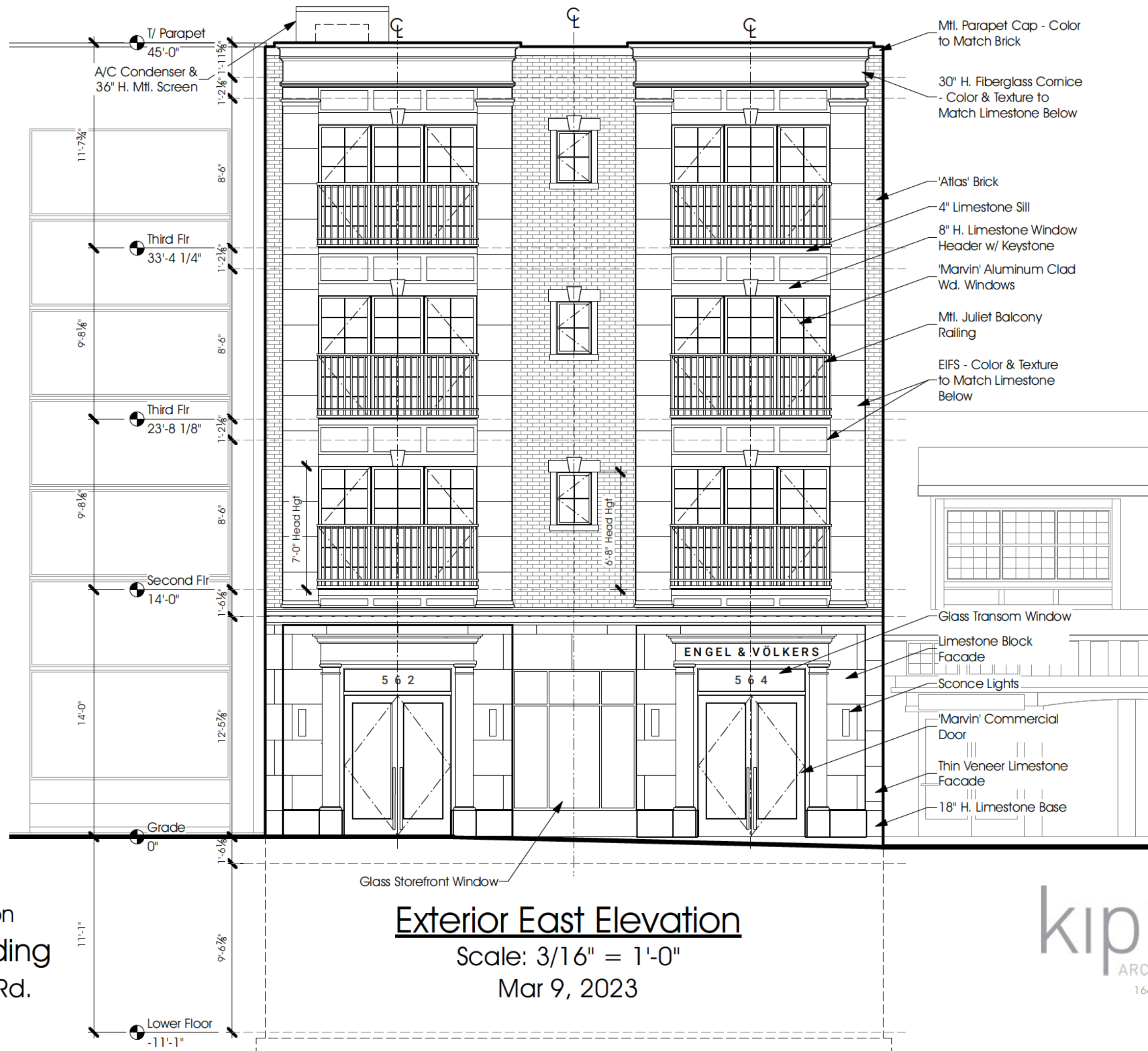
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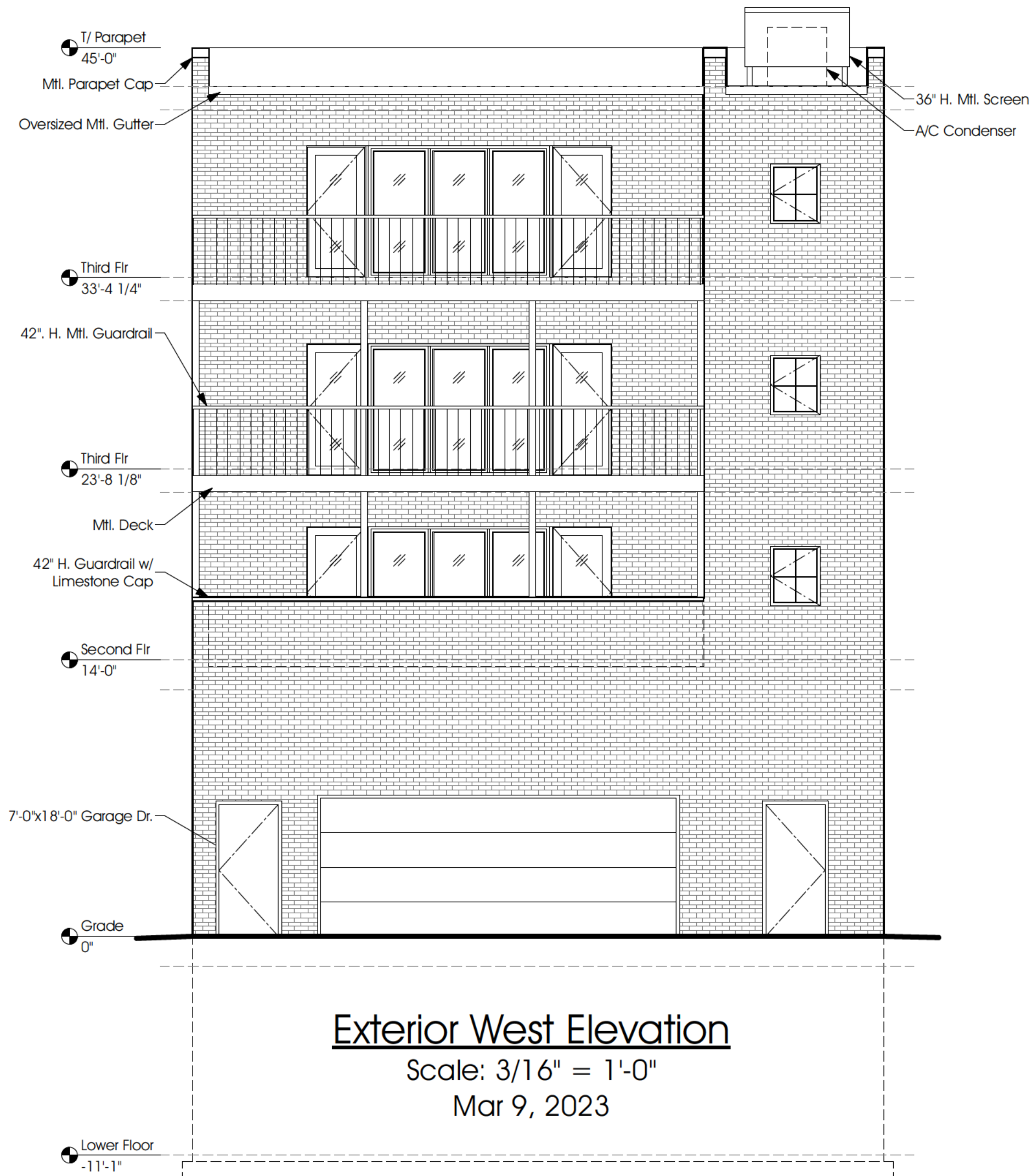
Mar 9, 2023



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New Construction
Mixed Use Building
564 Green Bay Rd.
Winnetka, IL





New Construction
Mixed Use Building
564 Green Bay Rd.
Winnetka, IL

Exterior West Elevation

Scale: 3/16" = 1'-0"

Mar 9, 2023

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847 864 9650 | f847 864 0956



New Construction
Mixed Use Building
564 Green Bay Rd.
Winnetka, IL

Exterior Rendering

Scale: 3/16" = 1'-0"

Mar 9, 2023

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Pg. 12

Attachment B – Photographs of Area Properties



560 Green Bay Road (office building to south)



566-568 Green Bay Road (mixed-use building to north)



574 Green Bay Road (restaurant to north)



Subject Property – Rear Building Elevation (Alley)



Subject Property with Neighboring Properties to North



Subject Property with Neighboring Properties to South



555-571 Chestnut Street (commercial building to west)

Introduction

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

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

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

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

Village Character

East/West Elm Street District

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

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



Figure 1



Figure 2

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

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



Figure 3

Hubbard Woods

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

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

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



Figure 4



Figure 5



Figure 6

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

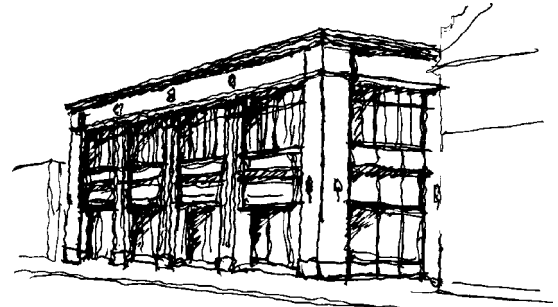


Figure 17 Art Deco

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



Figure 18 Dutch Colonial

V. Building Mass

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



Figure 19 Contemporary

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

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

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

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

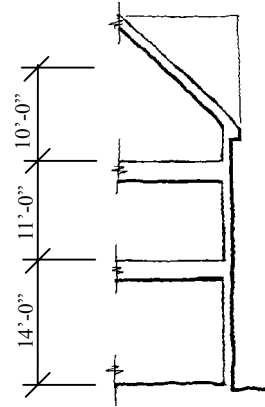


Figure 20

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

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

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

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



Figure 21

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

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

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

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

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

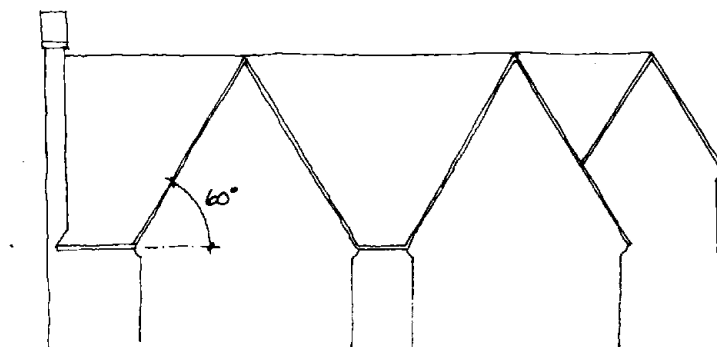


Figure 22

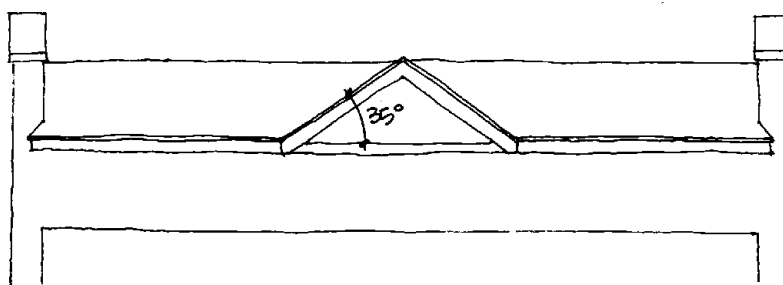


Figure 23

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

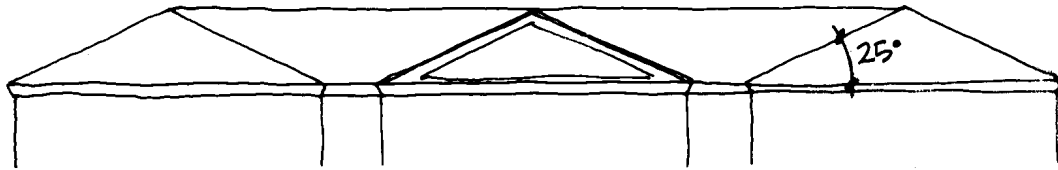


Figure 24

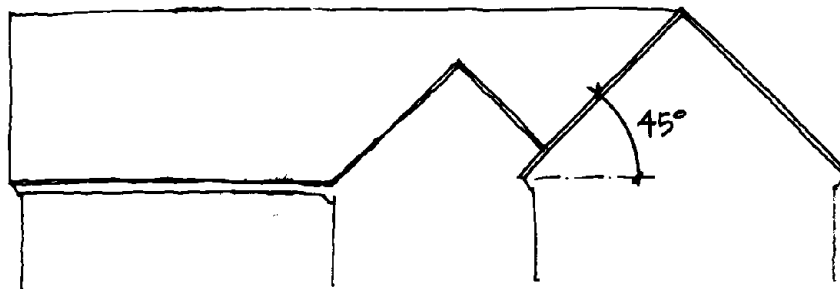


Figure 25

VI. Proportion/Scale

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

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

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



Figure 26

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

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

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

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

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

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

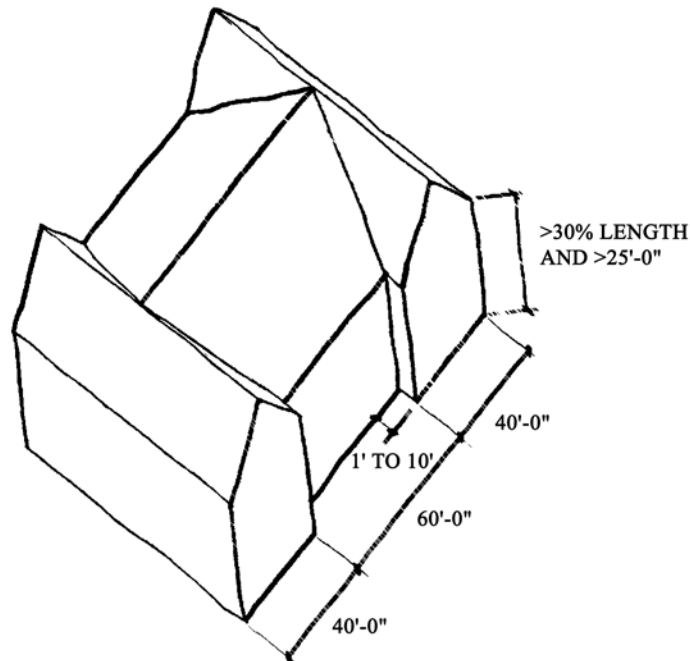


Figure 27

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

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

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

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

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

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

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

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

Strip windows are not allowed.

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

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



Figure 28



Figure 29



Figure 30

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

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

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



Figure 31

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

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

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

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

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

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

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



Figure 32

VII. Articulation

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

1. Hierarchy

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

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

2. Location

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

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

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

3. Detail

Commercial and Mixed Use: Typically, private or semi-private entrances should have a predominately solid door and be set in a masonry opening nearly flush to the building facade whereas the public or storefront doorway should be recessed and have an awning so as to provide protection from the elements for shoppers. Building entrances can be further defined by using subtle streetscape improvements such as pavers. Residential entrances should be clearly identified and dignified.

Institutional: Generally the public entrances are detailed to stand out on a facade through the use of articulation and location. In order to be open and inviting, public entrances should incorporate larger expanses of glass than secondary entrances.

b. Window and Door Fenestration:

Commercial, Mixed Use, Institutional and Multiple-family Residential: Punched single or ganged windows are required at upper floors but not allowed at street level on primary facades in commercial buildings. A combination of ganged and single units within the punched opening is encouraged to provide hierarchy to the facade. It is encouraged that the sill height of upper level windows align with adjacent buildings but should not be higher than 30" above finish floor elevation. See Section VI.d. Mullion and muntin divisions are required to maintain the scale of the districts and reduce large expanses of glass at the upper floors. (See figure 33) Strip windows are not allowed.



Figure 33

Commercial and Mixed Use: Storefront windows are required in commercial buildings on the primary facade at street level. Storefront windowsill heights cannot exceed 18". Secondary facades are encouraged to provide punched display windows to define the hierarchy of the primary facade over the secondary. (See figure 34)



Figure 34

Colors: Awning and banner colors must take into account the color selection of the surrounding materials, buildings, signs, awnings, and image of the retailer/user and district. All awnings located on the same building must be the same color. Colors should enhance and compliment the building and are restricted to earthtones and primary and secondary colors. Final color selection is contingent on approval by the Design Review Board and compliance with the Village awning ordinance.

Banners should be considered as identification of commercial districts. Banners may be location, event, holiday or sponsor specific and can create a unifying thread between the independent districts. Banners are to be mounted on existing poles by fixed brackets and hardware. The Design Review Board must approve the final design.

All new or replacement Awnings and Banners must comply with Village Ordinances and the Design Guidelines.

f. ADA Compliance:

Federal and State regulations require all public spaces to be accessible. Accessibility alterations shall allow access from either the primary or the secondary facade; additions of elevators or ramps should be designed as an integral element of the building.

Entrances: Commercial and mixed-use facilities should provide first floor access from the primary or secondary facade.

Elevators: Where possible, elevators should be incorporated into the existing building envelope. If physically impossible, the elevator and stair core can be located on the exterior of the building but should be located so as not visible from the main public way.

Ramps: Where required, the slope of the ramp should be as gradual as possible to eliminate the need for handrails. Although a 1:12 slope is permitted, 1:20 is encouraged. A ramp should be an integral design element, reflecting the design of the building it serves and surrounding site. This can be accomplished by concealing the ramp behind a low screen wall.

g. Mechanical Equipment

1. Location

Mechanical Equipment must not be visible from pedestrian view. Roof top equipment should be located either in the center of the roof or in one corner away from the street elevation so as not to be visible from the primary or secondary approach.

2. Screening

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

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

VIII. Materials

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

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

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

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

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

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

Acceptable Materials:

a. Primary Facade

Commercial, Mixed Use, Multiple-Family and Institutional

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



Figure 43

b. Secondary Facade

Commercial, Mixed Use, Multiple-Family and Institutional

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



Figure 44

c. Roof materials

Commercial, Mixed Use, Multiple-Family and Institutional

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



Figure 45

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



Figure 46

Institutional only

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

Commercial and Multiple- Family

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

d. Door and Window Materials:

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

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



Figure 47



Figure 48



Figure 49

AN ORDINANCE GRANTING A SPECIAL USE PERMIT, VARIATIONS FROM THE WINNETKA ZONING ORDINANCE, AND A CERTIFICATE OF APPROPRIATENESS FOR THE CONSTRUCTION OF A NEW MIXED-USE BUILDING

WITHIN THE C-2 DISTRICT

(564 GREEN BAY ROAD)

WHEREAS, 564 Green Bay LLC, an Illinois limited liability company ("*Applicant*"), is the record title owner of the parcel of real property commonly known as 564 Green Bay Road in Winnetka, Illinois, and legally described in **Exhibit A** attached to and, by this reference, made a part of this Ordinance ("*Subject Property*"); and

WHEREAS, the Subject Property is located within the C-2 General Retail Commercial District of the Village ("*C-2 District*") measuring approximately 0.05 acres in size, and is currently improved with a two-story commercial building ("*Existing Building*"); and

WHEREAS, the Applicant desires to demolish the Existing Building and redevelop the Subject Property with a new, three-story mixed-use, multi-family building, which building is proposed to include: (i) a ground-floor and basement-level commercial unit; (ii) an interior parking garage with two street-level parking spaces; (iii) two single-level, two-bedroom residential units on the second and third floor of the proposed building, respectively; and (iv) a rooftop deck (collectively, the "*Proposed Improvements*"); and

WHEREAS, pursuant to Section 17.46.110.G of the Winnetka Zoning Ordinance ("*Zoning Ordinance*"), a parking garage at street level is not permitted within the C-2 District without a special use permit; and

WHEREAS, pursuant to Section 17.46.030 of the Zoning Ordinance, the Subject Property must have a rear yard setback of 10 feet; and

WHEREAS, pursuant to Section 17.46.110 of the Zoning Ordinance, the Proposed Improvements must include three off-street parking spaces; and

WHEREAS, to permit construction of the Proposed Improvements, the Applicant filed an application for: (i) a special use permit pursuant to Sections 17.46.110.G and Chapter 17.56 of the of the Zoning Ordinance to allow the construction and operation of a street-level parking garage within the C-2 District ("*Special Use Permit*"); (ii) a variation from Section 17.46.030 of the Zoning Ordinance to permit a rear yard setback of 3 feet; (iii) a variation from Section 17.46.110 of the Zoning Ordinance to permit two off-street parking spaces at the Subject Property (collectively, the "*Variations*"); and (iv) a certificate of appropriateness pursuant to Section 15.40.010 of the Village Code ("*Certificate of Appropriateness*") (collectively, the "*Requested Relief*"); and

WHEREAS, on May 19 and June 28, 2022, after due notice thereof, the Winnetka Design Review Board ("*Design Review Board*") conducted public hearings to consider the Certificate of Appropriateness for the Proposed Improvements; and

WHEREAS, on June 28, 2022, the Design Review Board, by a vote of five in favor and zero opposed, recommended the Village Council approve the Certificate of Appropriateness subject to the condition set forth in Section 5.A of this Ordinance; and

WHEREAS, on May 23, 2022, after due notice thereof, the Plan Commission conducted a public hearing on the proposed Special Use Permit and, by a vote of six in favor and zero opposed, recommended that the Village Council approve the Special Use Permit; and

WHEREAS, on June 13, 2022, after due notice thereof, the Zoning Board of Appeals conducted a public hearing on the Special Use Permit and Variations and, by a vote of five in favor and zero opposed, recommended that the Village Council approve the Special Use Permit and Variations; and

WHEREAS, the Village Council has determined that: (i) the Variations are in harmony with the general purpose and intent of the Zoning Ordinance and are in accordance with general or specific rules set forth in Chapter 17.60 of the Zoning Ordinance; and (ii) there are practical difficulties or particular hardships in the way of carrying out the strict letter of the provisions or regulations of the Zoning Ordinance from which the Variations have been sought; and

WHEREAS, the Village Council has determined that approval of the proposed Special Use Permit Amendment satisfies the standards

for the approval of special use permits within the C-2 District set forth in Chapter 17.56 of the Zoning Ordinance; and

WHEREAS, the Village Council has determined that approval of the Requested Relief for the construction and operation of the Proposed Improvements on the Subject Property within the C-2 District is in the best interest of the Village and its residents;

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

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

SECTION 2: APPROVAL OF SPECIAL USE PERMIT. Subject to, and contingent upon, the terms and conditions set forth in Section 5 of this Ordinance, the Special Use Permit is hereby granted, pursuant to Chapter 17.56 and Section 17.46.110.G of the Zoning Ordinance and the home rule powers of the Village, to allow the construction and operation of a street-level parking garage by Applicant on the Subject Property within the C-2 District.

SECTION 3: APPROVAL OF VARIATIONS. Subject to, and contingent upon, the terms and conditions set forth in Section 5 of this Ordinance, the Variations from Sections 17.46.030 and 17.46.110 of the Zoning Ordinance to allow the construction of the Proposed Improvements on the Subject Property are hereby granted, in accordance with and pursuant to Chapter 17.60 of the Zoning Ordinance and the home rule powers of the Village.

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

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

A **Use of Brick.** The Applicant must use brick for the exterior of the Proposed Development that is consistent with the size, type, and quality of brick depicted in the Proposed Building Materials Descriptions documentation attached to and, by this reference made a part of this Ordinance as **Exhibit B**.

B **Commencement of Construction.** The Applicant must commence the construction of the Proposed Improvements no later than 12 months after the effective date of this Ordinance.

C **Compliance with Regulations.** Except to the extent specifically provided otherwise in this Ordinance, the development, use, and maintenance of the Proposed Improvements and the Subject Property must comply at all times with all applicable Village codes and ordinances, as they have been or may be amended over time.

D **Reimbursement of Village Costs.** In addition to any other costs, payments, fees, charges, contributions, or dedications required under applicable Village codes, ordinances, resolutions, rules, or regulations, the Applicant must pay to the Village, promptly upon presentation of a written demand or demands therefor, all fees, costs, and expenses incurred or accrued in connection with the review, negotiation, preparation, consideration, and review of this Ordinance. Payment of all such fees, costs, and expenses for which demand has been made shall be made by a certified or cashier's check. Further, the Applicant must pay upon demand all costs incurred by the Village for publications and recordings required in connection with the aforesaid matters.

E **Compliance with Plans.** The development, use, and maintenance of the Proposed Improvements on the Subject Property must be in strict accordance with the following documents and plans, except for minor changes and site work approved by the Director of Community Development or the Director of Public Works (within their respective permitting authority) in accordance with all applicable Village codes, ordinances, and standards:

The Proposed Site Plan prepared by Kaminski Architects, consisting of one sheet, and with a latest revision date of July 22, 2022, attached to and, by this reference made a part of this Ordinance as **Exhibit C**;

The Proposed Floor Plans, Proposed Exterior Elevations, Proposed Building Section, Proposed Parking Diagram, and Proposed Line of

Site prepared by Kaminski Architects, consisting of six sheets, and with a latest revision date of July 22, 2022, attached to and, by this reference made a part of this Ordinance as **Exhibit D**;

The Proposed Street View prepared by Kaminski Architects, consisting of one sheet, attached to and, by this reference made a part of this Ordinance as **Exhibit E**.

Rendering prepared by Kaminski Architects, consisting of one sheet, attached to and, by this reference made part of this Ordinance as Exhibit F.

The Proposed Building Materials Descriptions document prepared by Kaminski Architect, consisting of 15 pages, attached to and, by this reference made a part of this Ordinance as Exhibit B.

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

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

SECTION 8: 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 9: 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 10: EFFECTIVE DATE.

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

1. Passage by the Village Council in the manner required by law;
2. Publication in pamphlet form in the manner required by law; and

3. The filing by the Applicant with the Village Clerk of an Unconditional Agreement and Consent in the form of **Exhibit G** attached to and, by this reference, made a part of this Ordinance to accept and abide by each and all of the terms, conditions, and limitations set forth in this Ordinance and to indemnify the Village for any claims that may arise in connection with the approval of this Ordinance.

B. In the event that the Applicant does not file with the Village Clerk a fully executed copy of the unconditional agreement and consent described in Section 10.A.3 of this Ordinance within 60 days after the date of passage of this Ordinance by the Village Council, the Village Council shall have the right, in its sole discretion, to declare this Ordinance null and void and of no force or effect.

[SIGNATURE PAGE FOLLOWS]

PASSED this 2nd day of August, 2022, pursuant to the following roll call vote:

AYES: Trustees Apatoff, Dalman, Dearborn, Handler, and Swierk

NAYS:

ABSENT: Trustee Andy Cripe

APPROVED this 2nd day of August, 2022.

Signed:

s/Chris Rintz

Village President

Countersigned:

s/Robert M. Bahan

Village Clerk

Published by authority of the President and Board of Trustees of the Village of Winnetka, Illinois, this 3rd day of August, 2022.

Introduced: August 2, 2022

Passed and Approved: August 2, 2022

EXHIBIT A

LEGAL DESCRIPTION OF SUBJECT PROPERTY

THE NORTHWESTERLY 10 FEET OF LOT 8 AND THE SOUTHEASTERLY 25 FEET OF LOT 9, THE SOUTHEASTERLY LINE OF WHICH PART OF SAID LOT 8 IS 10 FEET SOUTHEASTERLY FROM AND PARALLEL WITH THE NORTHWESTERLY LINE OF SAID LOT 8, THE NORTHWESTERLY LINE OF WHICH PART OF SAID LOT 9 IS 25 FEET NORTHWESTERLY FROM AND PARALLEL WITH THE SOUTHEASTERLY LINE OF SAID LOT 9 IN DALE AND OTHERS SUBDIVISION OF BLOCK 14 IN WINNETKA SUBDIVISION OF SECTION 20, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as 564 Green Bay Road, Winnetka, Illinois.

PIN: 05-20-208-010-0000

EXHIBIT B

PROPOSED BUILDING MATERIALS DESCRIPTIONS

EXHIBIT C

PROPOSED SITE PLAN

EXHIBIT D

PROPOSED FLOOR PLANS, EXTERIOR ELEVATIONS, BUILDING SECTION, PARKING DIAGRAM, AND LINE OF SITE

EXHIBIT E

PROPOSED STREET VIEW

EXHIBIT F

RENDERING

EXHIBIT G

UNCONDITIONAL AGREEMENT AND CONSENT

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

WHEREAS, 564 Green Bay LLC, an Illinois limited liability company ("***Applicant***"), is the record title owner of the parcel of real property commonly known as 564 Green Bay Road in Winnetka, Illinois ("***Subject Property***"); and

WHEREAS, the Subject Property is located within the C-2 General Retail Commercial District of the Village ("***C-2 District***") measuring approximately 0.05 acres in size and is currently improved with a two-story commercial building, which is currently vacant ("***Existing Building***"); and

WHEREAS, the Applicant desires to demolish the Existing Building and redevelop the Subject Property with a new, three-story multifamily building, which building is proposed to include: (i) a ground-floor and basement-level commercial unit; (ii) a street-level parking garage; (iii) two single-level, two-bedroom residential units on the second and third floor of the building, respectively; and (iv) a rooftop deck (collectively, the "***Proposed Improvements***"); and

WHEREAS, to permit construction of the Proposed Improvements, the Applicant filed an application for: (i) a special use permit pursuant to Sections 17.46.110.G and Chapter 17.56 of the of the Zoning Ordinance to allow the construction and operation of a street-level parking garage within the C-2 District ("***Special Use Permit***"); (ii) a variation from Section 17.46.030 of the Zoning Ordinance to permit a rear yard setback of 3 feet; (iii) a variation from Section 17.46.110 of the Zoning Ordinance to permit two off-street parking spaces at the Subject Property (collectively, the "***Variations***"); and (iv) a certificate of appropriateness pursuant to Section 15.40.010 of the Village Code ("***Certificate of Appropriateness***") (collectively, the "***Requested Relief***"); and

WHEREAS, Ordinance No. M-11-2022, adopted by the Village Council on August 2, 2022 ("***Ordinance***"), grants the Requested Relief; and

WHEREAS, Section 10 of the Ordinance provides, among other things, that the Ordinance will be of no force or effect unless and until the Applicant has filed, within 60 days following the passage of the Ordinance, its unconditional agreement and consent to accept and abide by each and all of the terms, conditions, and limitations set forth in the Ordinance;

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

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

that the Village's approvals are not, and will not be, in any way, deemed to insure the Applicant against damage or injury of any kind and at any time.

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

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

Dated: __, 2022

ATTEST:

By: __

Its: __

564 GREEN BAY LLC

By: __

Its: __

EXHIBIT B



Additional details and specs for 564 Green Bay Rd Project:

1. Windows to be Marvin in Stone White Clad Exterior, painted wood interior, casement type with full screen. Screen to be on the inside of the window and will not be visible from outside. Windows will be SDLS which stands for simulated divided light with a space bar between the glass, creating a look of traditional windows. It means the window grills (mullions) will be on the outside and inside of the glass. The glass will be Low E2 clear with light transmittance of 0.44 and condensation resistance of 58. The windows will be double glazed with Argon. The insulation U-factor 0.3. Solar Heat Gain Coefficient is 0.26. See spec attachment #1.
2. The patio doors will have the same perimeter as the windows, Marvin in Stone White Clad Exterior, painted wood interior, with full screen. Door "French Door" type will be SDLS which stands for simulated divided light with a space bar between the glass, creating a look of traditional windows. It means the door grills (mullions) will be on the outside and inside of the glass. The glass will be Low E2 clear with light transmittance of 0.44 and condensation resistance of 58. The windows will be double glazed with Argon. The insulation U-factor 0.3. Solar Heat Gain Coefficient is 0.26 See spec attachment #1.
3. The front entry door will be Marvin Commercial type entry door. The door will be Black Clad Exterior, wood painted interior. It will be SDLS glass with the same specification as windows. It will have a commercial hardware in Satin Chrome, mortice lock and kick plate on the inside. The door is ADA-compliant. See attachment #2.
4. The balcony railing will be metal, powder coated finish in black. The railing will be 42" ht, the vertical elements will be .75" square 4" apart. See attachment #3.
5. The brick will be Interstate Brick Atlas 16"x 2 1/4" x 8" with a grout groove in the middle in Arctic White factory finish. The mortar will be pale gray.
6. The limestone details are in natural limestone: Indiana limestone.
7. Light fixtures for the front are by Kichler "Wesley" in black finish. See attachment # 4
8. Light fixtures for the rear are by Kichler "5.5" in black finish. See attachment #5
9. The trellises will be wood, 6x6 post with 2x overhead members which will turn silver gray.

WISHLIST

FIND A DEALER

INTERSTATE[®] BRICK

SEARCH

Atlas® 8 x 2¼ x 16

Home / Structural Brick / Sizes



Choose Your **Color** : Arctic White

+

Choose Your **Texture** : Matte

+

Clear

Choose Your **Shape**

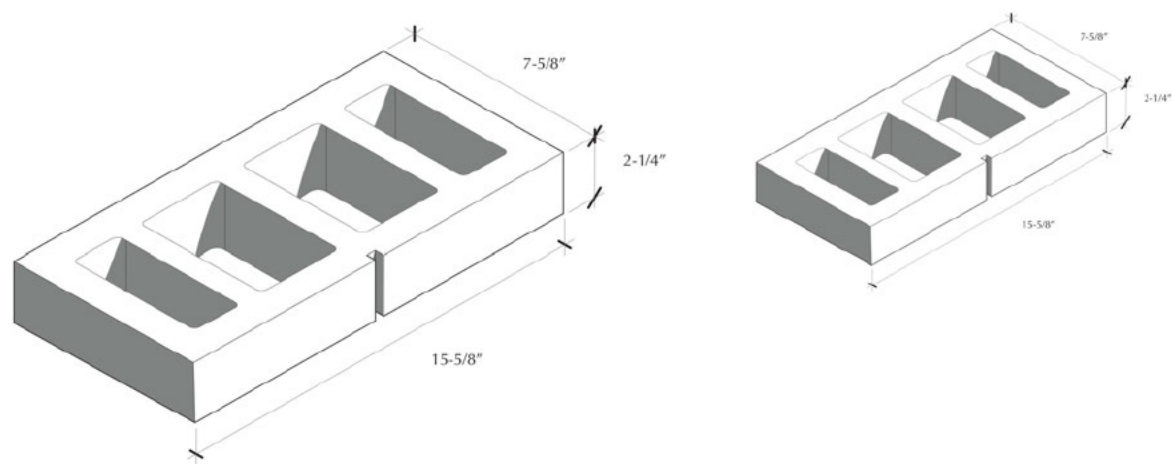
Click here to talk to one our consultants to find exactly what you're looking for.

Request a Sample

Add to Project

NOTE: Keep track of your selections by adding this Product to your Project Wishlist

Disclaimer: Images are for general color representation only – not size. Clay brick is comprised of natural materials from the ground. As such, each production run may vary from another and may have color variance within itself.



Synopsis

Atlas® is a clay brick cored in such a way as to permit reinforcing steel and the appropriate amount of grout within the cores when the brick is laid in a given bond pattern. The combination of brick, grout and reinforcing act together to resist tension, flexure and shear forces. Multiple Atlas sizes are available based on structural, fire, durability and aesthetic requirements.

Specs	Safety Data Sheet	Other Documents
Atlas® Brick Specs >		



Construction Details

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CONST-1

11708532
Architectural Detail Manual

Construction Details

Introduction

Marvin Windows and Doors is an industry leader in providing high quality and energy efficient windows and doors. To obtain these results, Marvin windows and doors need to be properly installed and maintained. Failure to review and utilize these construction methods can result in poor product performance, premature failure and unnecessary call backs. It is the responsibility of the architect, builder, installer, and subcontractors to comply with code requirements for their area and to utilize the best method for attachments and fastener selections.

This chapter covers the water seal requirements of the window and door installation and provides visual detail in drawing format of our installation instructions.

The water seal method can be thought of as primary and secondary methods and systems;

- **Primary water seal:** window exterior seal to the exterior coating or finish of the building
- **Secondary water seal:** window seal to the wall weather resistive barrier so that any leakage within the wall is managed and controlled.
- **Window panning system:** drains the RO area to the wall resistive barrier
- **RO air area seal:** prevents RO pressurization and air movement through the RO
- **Wall thermal barrier:** provides continuity of the wall system by installation placed around the window in the RO gap. Marvin has two systems for this; (1) batten installation system and (2) spray foam
- **Vapor seal:** is the least important of the seal systems. The vapor barrier provides continuity across the RO with the wall vapor barrier.

Units must be shimmed in the opening, true, level, and square. Shim a minimum of 3/8" above sill plate to provide unit clearance over panning.

Contact your Marvin representative if you have questions or need further technical assistance at 1-800-346-3363.

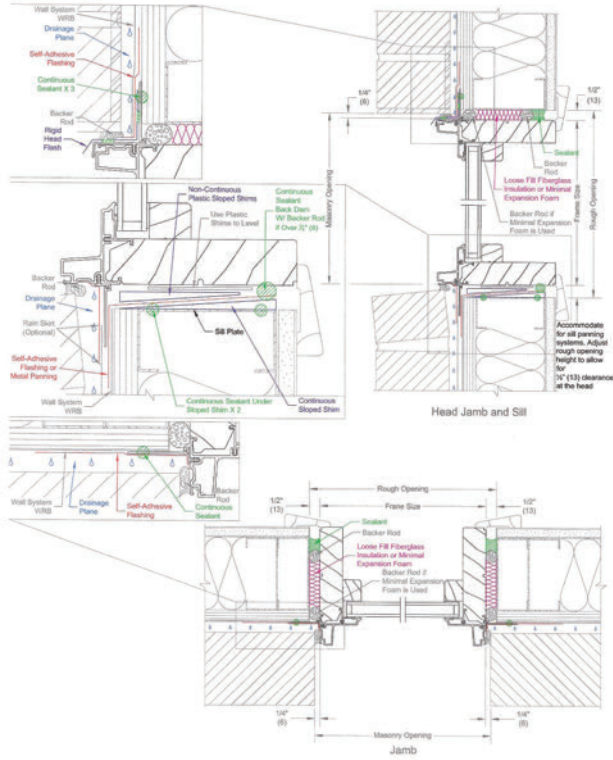
NOTE: Details shown not typical and subject to change without notice. Always refer to your local code for proper construction and rough opening preparation.

Important! Details are shown with small spaces between items for clarity, visualization, and illustrative purposes. Actual assembly details may vary. Contact Marvin Architectural for project specific aids.

Step by step instructions with color illustrations on Marvin's recommended rough opening preparation can be found at <http://www.marvin.com/roprep/>

Ultimate Direct Glaze Polygon - 2x4 Steel Stud with Brick Veneer

Scale: 3" = 1'0"



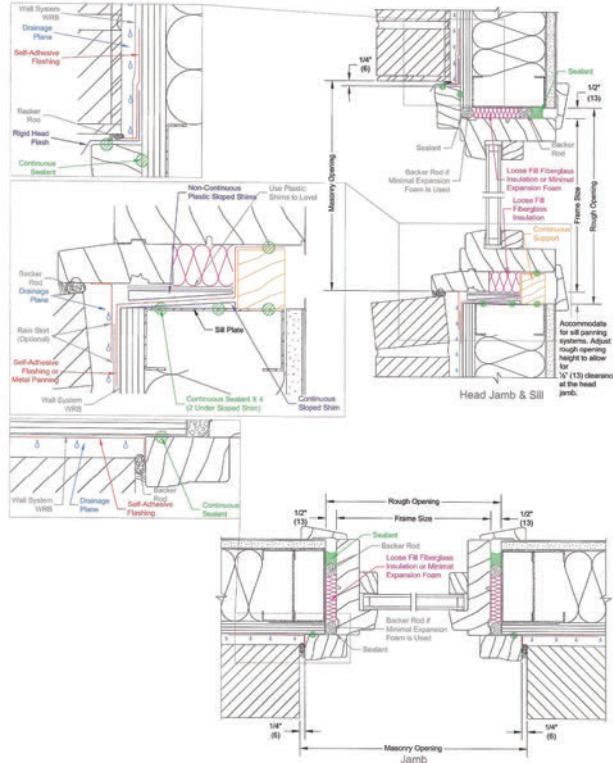
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Marvin Architectural Detail Manual

Ultimate Wood Direct Glaze Polygon - 2x4 Steel Stud with Brick Veneer

Scale: 3" = 1'0"



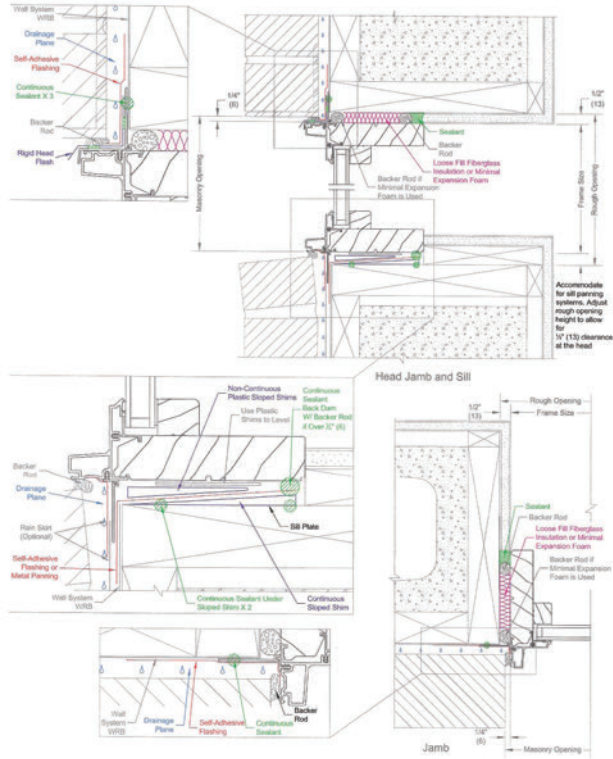
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Ultimate Direct Glaze Polygon - Concrete Block with Brick Veneer

Scale: 3" = 1'0"



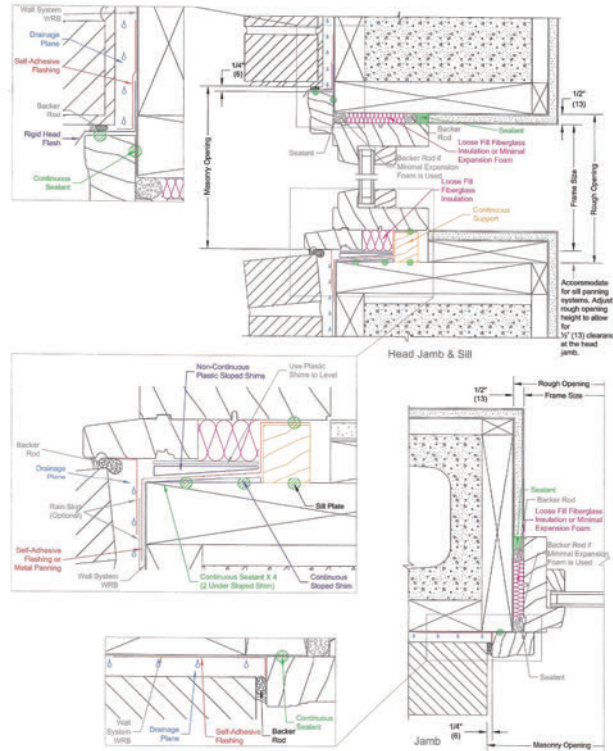
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Ultimate Wood Direct Glaze Polygon - Concrete Block with Brick Veneer

Scale: 3" = 1'0"



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Marvin Architectural Detail Manual

1.1 Part 1 General

1.2 Section Includes

- A. Ultimate Casement/Awning Crank Out: Operators, Stationary, and Picture units complete with hardware, glazing, weather strip, insect screen, removable screen, simulated divided lite, jamb extension, and standard or specified anchors, trim, and attachments

1.3 Construction Specification Institute (CSI) MasterFormat Numbers and Titles

- A. Section 01 33 23 – Submittal Procedures; Shop Drawings, Product Data, and Samples
- B. Section 01 62 00 – Product Options
- C. Section 01 65 00 – Product Delivery
- D. Section 01 66 00 – Storage and Handling Requirements
- E. Section 01 71 00 – Examination and Preparation
- F. Section 01 73 00 – Execution
- G. Section 01 74 00 – Cleaning and Waste Management
- H. Section 01 76 00 – Protecting Installed Construction
- I. Section 06 22 00 – Millwork: Wood trim other than furnished by the window manufacturer
- J. Section 07 92 00 – Joint Sealant: Sill sealant and perimeter caulking
- K. Section 09 90 00 – Painting and Coatings: Paint and stain other than factory-applied finish

1.4 References

- A. Florida Building Code High-Velocity Hurricane Zone Testing Application Standards:
 - 1. TAS 201-94 Impact Test Procedures
 - 2. TAS 202-94 Criteria for Testing Impact and Non-Impact Resistance Building Envelope Components Using Uniform Static Air Pressure
 - 3. TAS 203-94 Criteria for Testing Products Subject to Cyclic Wind Pressure Loading
- B. American Society for Testing Materials (ASTM):
 - 1. E 283: Standard Test Method for Rate of Air Leakage through Exterior Windows, Curtain Walls, and Doors
 - 2. E 330: Standard Test Method for Structural Performance of Exterior Windows, Curtain Walls, and Door by Uniform Static Air Pressure Difference
 - 3. E 547: Standard Test Method for Water Penetration of Exterior Windows, Curtain Walls, and Doors by Cyclic Static Air Pressure Differential
 - 4. E 2190: Specification for Sealed Insulated Glass Units

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- 5. C 1036: Standard Specification for Flat Glass
- 6. E1996: Standard Specification or Performance of Exterior Windows, Curtain Walls, Door and Storm Shutters Impacted by Windborne Debris in Hurricanes
- 7. E1896: Standard Test Method for Performance Windows, Curtain Walls, Doors and Storm Shutters Impacted by Missile(s) and Exposed to Cyclic Pressure Differentials
- C. American Architectural Manufacturer's Association/Window and Door Manufacturer's Association (AAMA/WDMA/CSA):
 - 1. AAMA/WDMA/CSA 101/LS.2/A440-05 Standard/Specification for Window, Skylights, and Doors
 - 2. AAMA/WDMA/CSA 101/LS.2/A440-08, NAFS – North American Fenestration Standard/Specification for Windows, Doors, and Skylights
 - 3. AAMA/WDMA/CSA 101/LS.2/A440-11, NAFS 2011 – Northern American Fenestration Standard/Specification for Windows, Doors, and Skylights
- D. WDMA I.S.4: Industry Standard for Water Repellant Preservative Treatment for Millwork
- E. Window and Door Manufacturer's Association (WDMA): 101/LS.2 WDMA Hallmark Certification Program
- F. Sealed Insulating Glass Manufacturer's Association/Insulating Glass Certification Council (SIGMA/IGCC)
- G. American Architectural Manufacturer's Association (AAMA): 2605: Voluntary Specification for High-Performance Organic Coatings on Architectural Extrusions and Panels
- H. National Fenestration Rating Council (NFRC):
 - 1. 101: Procedure for Determining Fenestration Product thermal Properties
 - 2. 200: Procedure for Determining Solar Heat Gain Coefficients at Normal Incidence

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1.5 System Description

A. Design and Performance Requirements:

Product	Air Tested to psf	Water Tested to psf	Structural Tested to psf	Certification Rating	Max Overall Width		Max Overall Height	
					in	mm	in	mm
Ultimate Awning 3/4" I24 (Full Frame)	1.57	10.65	+105/-127.5	+70/-65	48	(1219)	47.13	(1197)
Ultimate Casement 3/4" I24 (Full Frame)	1.57	10.65	+105/-127.5	+70/-65	36	(914)	85.71	(2177)
Ultimate Casement Picture 3/4" I24 (Full Frame)	1.57	10.65	+105/-127.5	+70/-65	36	(914)	85.71	(2177)
Ultimate Casement Picture 3/4" I24 (Full Frame)	1.57	10.65	+105/-127.5	+70/-65	85.71	(2177)	36	(914)
Ultimate Casement Picture 1" I24 (Full Frame)	1.57	10.65	+105/-112.5	+70/-75	60	(1524)	104.71	(2660)
Ultimate Casement Picture 1" I24 (Full Frame)	1.57	10.65	+105/-112.5	+70/-75	72	(1829)	71.12	(1807)
Ultimate Casement Picture 1" I24 (Full Frame)	1.57	10.65	+105/-112.5	+70/-75	104.71	(2660)	60	(1524)

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- A. Shop Drawings: Submit shop drawings under the provision of CSI MasterFormat Section 01 33 23
- B. Product Data: Submit catalog data under the provision of CSI MasterFormat Section 01 33 23
- C. Samples:
 - 1. Submit corner section under the provision of CSI MasterFormat Section 01 33 23
 - 2. Include glazing system, quality of construction, and specified finish
- D. Quality Control Submittals: Certificates: submit manufacturer's certification indicating compliance with specified performance and design requirement under the provision of CSI MasterFormat Section 01 33 23

1.6 Quality Assurance

- A. Requirements: consult local code for IBC [International Building Code] and IRC [International Residential Code] adoption year and pertinent revisions for information on:
 - 1. Egress, emergency escape, and rescue requirements
 - 2. Basement window requirements
 - 3. Windows fall prevention and/or window opening control device requirements

1.7 Delivery

- A. Comply with provisions of CSI MasterFormat Section 01 65 00
- B. Deliver in original packaging and protect from weather

1.8 Storage and Handling

- A. Prime and seal wood surfaces, including to be concealed by wall construction, if more than thirty (30) days will expire between delivery and installation
- B. Store window units in an upright position in a clean and dry storage area above ground to protect from the weather under the provision of CSI MasterFormat Section 01 66 00

1.9 Warranty

- 1.10 Complete and current warranty information is available at marvin.com/warranty. The following summary is subject to the terms, conditions, limitations, and exclusions set forth in the Marvin Windows and Door Limited Warranty and Products in Coastal Environments Limited Warranty Supplement:
 - A. Clear insulating glass with stainless steel spacers is warranted against seal failure caused by manufacturing defects and resulting in visible obstruction through the glass for twenty (20) years from the original date of purchase. Glass is warranted against stress cracks caused by manufacturing defects from ten (10) years from the original date of purchase.
 - B. Standard exterior aluminum cladding finish is warranted against manufacturing defects resulting in chalk, fade, and loss of adhesion (peel) per the American Architectural Manufacturer's Association (AAMA) Specification 2605-11 Section 8.4 and 8.9 for twenty (20) years from the original date of purchase.

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- C. Factory applied interior finish is warranted to be free from finish defects for a period of five (5) years from the original date of purchase.
- D. Hardware and other non-glass components are warranted to be free from manufacturing defects for ten (10) years from the original date of purchase.

2.1 Part 2 Products

2.2 Manufactured Units

- A. Description: Factory-assembled Ultimate Casement/Awning manufactured by Marvin, Warroad, Minnesota.

2.3 Frame Description

- A. Interior: Non-Finger-Jointed Pine or finger-jointed core with non-finger-jointed Pine veneer; optional non-finger-jointed Douglas Fir or finger-jointed core with non-finger-jointed Douglas Fir veneer; optional non-finger-jointed White Oak or finger-jointed with non-finger-jointed Oak veneer; non-finger-jointed Cherry or finger-jointed core with Cherry veneer; non-finger-jointed Mahogany or finger-jointed core with non-finger-jointed Mahogany veneer; non-finger-jointed Vertical Grain Douglas Fir or finger-jointed with non-finger-jointed Vertical Grain Douglas Fir veneer.
 - 1. Kiln-dried to moisture content no greater than twelve (12) percent at the time of fabrication
 - 2. Water repellent preservative treated in accordance with WDMA I.S.4.
- B. Frame exterior aluminum clad with 0.050 inches (1.3mm) thick extruded aluminum
- C. Frame thickness: 1 3/16" (30mm)
- D. Frame depths for full-frame units have an overall 5 21/32" jamb (144mm), 4 9/16" (116mm) jamb depth from the nailing fin plane to the interior face of the frame for new construction.

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2.4 Sash Description

- A. Interior: Non-Finger-Jointed Pine or finger-jointed core with non-finger-jointed Pine veneer; optional non-finger-jointed Douglas Fir or finger-jointed core with non-finger-jointed Douglas Fir veneer; optional non-finger-jointed White Oak or finger-jointed with non-finger-jointed Oak veneer; non-finger-jointed Cherry or finger-jointed core with Cherry veneer; non-finger-jointed Mahogany or finger-jointed core with non-finger-jointed Mahogany veneer; non-finger-jointed Vertical Grain Douglas Fir or finger-jointed with non-finger-jointed Vertical Grain Douglas Fir veneer.
 - 1. Kiln-dried to moisture content no greater than twelve (12) percent at the time of fabrication
 - 2. Water repellent preservative treated in accordance with WDMA I.S.4
- B. Sash exterior aluminum clad with 0.050" (1.3mm) thick extruded aluminum
- C. Sash thickness: Sash thickness is 1 5/8" (41mm) and 1 7/8" (48mm)
- D. Stiles and Rails: 2 1/16" (52mm)
- E. Sash Option: Optional tall bottom rail: 3 9/16" (90mm)
- F. Interior Sash Sticking
 - 1. Standard: Ogee
 - 2. Optional: Square Sticking Profile

2.5 Glazing

- A. Select quality complying with ASTM C 1036. Insulating glass SIGMA/IGCC certified to performance level CBA when tested in accordance with ASTM E 2190.
- B. Glazing method: Insulating glass, consisting of inboard lite of laminated glass, Exterior glass is standard annealed glass with optional tempered glass available.
- C. Glazing seal: Silicone bedding at interior and exterior
- D. Glass Type: Clear, Tempered, Obscure, Laminated, Low E2 with or without Argon, Low E3 with or without Argon, Low E1 with or without Argon

2.6 Finish

- A. Exterior: Aluminum clad, Fluoropolymer modified acrylic topcoat applied over primer. Meets AAMA 2605 requirements.
 - 1. Aluminum clad color options: Bahama Brown, Bronze, Cadet Gray, Cascade Blue, Cashmere, Clay, Coconut Cream, Ebony, Evergreen, Gunmetal, Hampton Sage, Pebble Gray, Sierra White, Stone White, Suede, Wineberry, Bright Silver (pearlescent), Copper (pearlescent), Liberty Bronze (pearlescent)
 - 2. Custom colors: Contact your Marvin representative
- B. Interior Finish options:

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1. Prime: Factory-applied enamel primer. Available on Pine product only. Meets WDMA TM-11 requirements.
2. Painted Interior Finish. Available on Pine product only. Available in White or Designer Black. Meets WDMA TM-14 requirements.
3. Factory-applied water-borne acrylic enamel clear coat. Applied on two coats with light sanding between coats. Available on Pine, Mahogany, Mixed Grain Douglas Fir, Vertical Grain Douglas Fir, Cherry, White Oak. Meets WDMA TM-14 requirements.
4. Factory-applied water-borne urethane stain. Stain applied over a wood (stain) conditioner. A water-borne acrylic enamel clear coat was applied in two separate coats, with light sanding between coats applied over the stain. Available on Pine, Mahogany, Mixed Grain Douglas Fir, Vertical Grain Douglas Fir, Cherry, White Oak. Colors available: Wheat, Honey, Hazelnut, Leather, Cabernet, and Espresso. Meets WDMA TM-14 requirements.

2.7 Hardware

A. Casement operating hardware:

1. Locks: Multi-point sequential concealed locking system in the jamb opposite the hinge side for casement units. Lock handles are removable, non-handed, and are available in the same finishes as the handles. Standard tie bars, cams, and keepers – steel coated with E-Gard™. The keeper features a roller to reduce average lock force and does not easily disengage with the cam even under severe loading. Stainless steel packages are available for coastal application.
2. Handles: Standard operating handle is a folding handle, zinc painted with the standard folding cover being molded plastic. Available colors: standard is Satin Taupe (painted), White (painted), Matte Black (painted), Bronze (painted), Satin Chrome (plated), Satin Nickel (plated), Oil Rubbed Bronze (plated), Brass (plated), Antique Brass (plated)
3. Hinges: One at the sill to the bottom rail, one at the head jamb to the top rail. Hinges are steel coated with E-Gard™. The hinge track is stainless steel. Unit with a frame OM of 20 inches (508mm) and greater use an 18 inch (457mm) wash/egress hinge to allow the sash to slide across the frame opening, which causes the sash exterior to rotate towards the user for easy washability. Units under a frame OM of 20 inches (508mm) width use a standard 2 bar hinge, which will position the sash when fully open to 90degrees for the user to wash but does not include the feature of sliding the sash across the opening and rotating the exterior towards the user.

B. Awning hardware:

1. Locks: Uses a multipoint sequential concealed locking system in both jambs. Lock handles are removable, non-handed, and are available in the same finishes as the handles. Standard tie bars and cams – steel coated with E-Gard™. Standard keepers – steel coated with E-Gard™. Keeper features a roller to reduce average lock force and does not easily disengage with the cam even under severe loading
2. Handles: Standard operating handle is a folding handle, zinc painted with the standard folding cover being molded plastic. Available colors: standard is Satin Taupe (painted), White (painted), Bronze (painted), Matte Black (painted), Satin Chrome (plated), Satin Nickel (plated), Oil Rubbed Bronze (plated), Brass (plated), Antique Brass (plated)

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3. Hinges: two hinges that connect the stiles of the sash to the jambs of the frame. Hinges are steel coated with E-Gard™, and the hinge track is stainless steel.

2.8 Weather Strip

A. Weather strip at the frame is a hollow foamed material bent around a 90-degree corner to allow for seamless corner joints

1. Color: Beige

B. Sash weather strip bulb-shaped glass-filled material

1. Color: White, beige, or black

2.9 Jamb Extension

A. Jamb extensions are available for various wall thicknesses factory-applied up to a 12" (305mm) wide.

B. Finish: Match interior frame finish

2.10 Insect Screen

- A. Aluminum frame finish is available in Satin Taupe, Bronze, Stone White, Ebony
- B. Screen mesh: Charcoal Fiberglass, Charcoal Aluminum Wire, Black Aluminum Wire, Bright Aluminum Wire, Bright Bronze Wire, High Transparency Mesh (Hi-Tran) Charcoal Fiberglass
- C. Optional Wood Screen Surround with Hi-Tran Fiberglass Screen. Species will match unit species.
- D. Optional Retractable Wood Screen with Hi-Tran Fiberglass Screen

2.11 Simulated Divided Lites (SDL)

- A. 5/8" (16mm) wide, 7/8" (22mm) wide, 1 1/8" (29mm) wide, 1 15/16" (49mm) wide, 2 13/32" (61mm) wide with or w/out internal spacer bar
- B. Exterior muntins: 0.055" (1.4mm) thick extruded aluminum
- C. Interior muntins: Pine, Douglas Fir, White Oak, Cherry, Mahogany, Vertical Grain Douglas Fir
- D. Muntins adhere to glass with closed-cell copolymer acrylic foam tape
- E. Sticking:
 - 1. Standard: Ogee
 - 2. Optional: Square
- F. Patterns: Rectangular, diamond, custom lite cut
- G. Finish – exterior matches exterior aluminum clad colors, interior matches interior wood species and color

2.12 Grilles-Between-the-Glass (GBG)

- A. Offered on 1" glazing only
- B. 23/32" (18mm) contoured aluminum bar.
 - 1. Exterior Colors: exterior matches exterior aluminum-clad colors. The exterior GBG color is designed to best match the Marvin aluminum clad color when used with Low E glass. The use of different types of glazing may alter the exterior GBG color appearance
 - 2. Interior Colors: Stone White, Bronze, Pebble Gray, Sierra, White, Ebony (only available with Ebony exterior)
- C. Optional flat aluminum spacer bar. Contact your Marvin representative.
- D. Pattern: Rectangular, Cottage, Custom lite layout

2.13 Accessories and Trim

- A. Installation Accessories:
 - 1. Factory-installed vinyl nailing/drip cap
 - 2. Installation brackets: 6 3/8" (162mm), 9 3/8" (283mm), 15 3/8" (390mm)
 - 3. Masonry brackets: 6" (152mm), 10" (254mm)
- B. Aluminum Extrusions:
 - 1. Profile: Brick mould casing, flat casing, various special casing, frame expander, jamb extender, mullion cover, mullion expander, subsill, subsill end cap, and lineal cap
 - 2. Finish: Fluoropolymer modified acrylic topcoat applied over primer. Meets AAMA 2605 requirements.

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- 3. Available in all exterior aluminum clad colors

3.1 Part 3 Execution

3.2 Examination

- A. Verification of Condition: Before installation, verify openings are plumb, square, and proper dimensions, as required in CSI MasterFormat Section 01 71 00. Report frame defects or unsuitable conditions to the General Contractor before proceeding.
- B. Acceptance of Condition: Beginning on installation confirms acceptance of existing conditions.

3.3 Installation

- A. Comply with CSI MasterFormat Section 01 73 00.
- B. Assemble and install window/door unit(s) according to manufacturer's instruction and review shop drawing.
- C. Install sealant and related backing materials at the perimeter of unit or assembly in accordance with CSI MasterFormat Section 07 92 00 Joint Sealants. Do not use expansive foam sealant.
- D. Install accessory items as required.
- E. Use finish nails to apply wood trim and mouldings.

3.4 Field Quality Control

- A. Remove visible labels and adhesive residue according to the manufacturer's instructions.
- B. Unless otherwise specified, air leakage resistance tests shall be conducted at a uniform static pressure of 75 Pa (~1.57 psf). The maximum allowable rate of air leakage shall not exceed 2.3 L/sm² (~0.45 cfm/ft²).
- C. Unless otherwise specified, water penetration resistance testing shall be conducted per AAMA 502 and ASTM E1105 at 2/3 of the fenestration products design pressure (DP) rating using "Procedure B" – cyclic static air pressure difference. Water penetration shall be defined in accordance with the test method(s) applied.

3.5 Cleaning

- A. Remove visible labels and adhesive residue according to the manufacturer's instructions.
- B. Leave windows and glass in a clean condition. Final cleaning as required in CSI MasterFormat Section 01 74 00.

3.6 Protecting Installed Construction

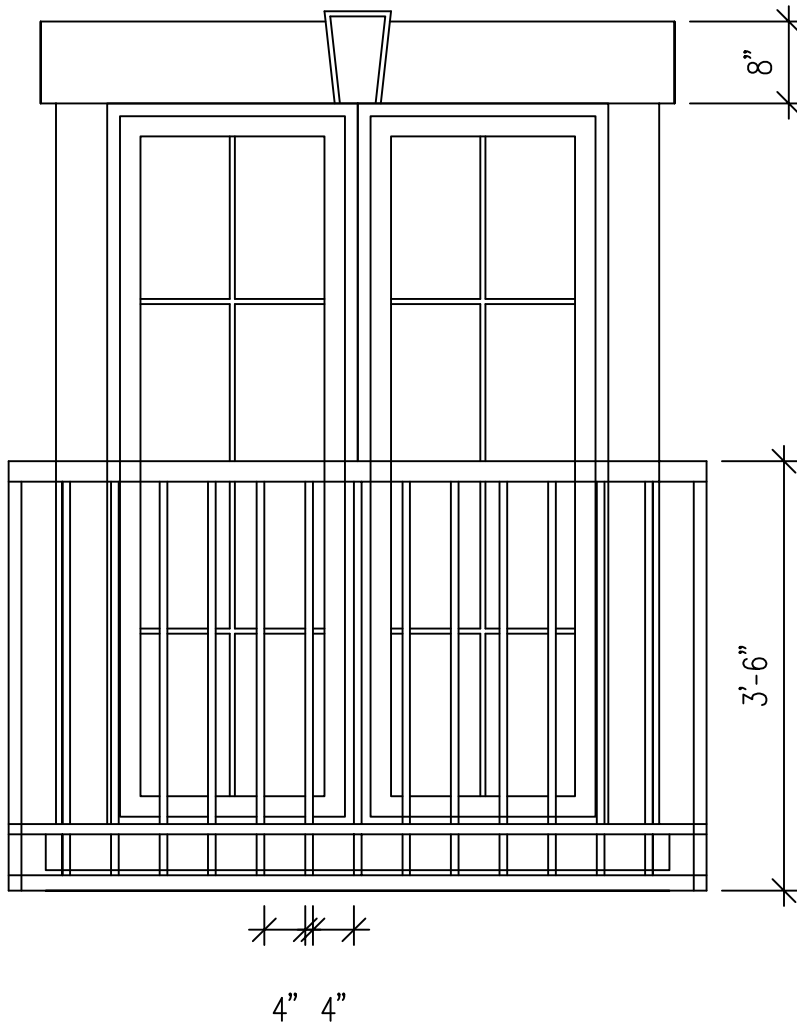
- A. Comply with CSI MasterFormat Section 07 76 00.
 - B. Protecting windows from damage by chemicals, solvents, paint, or other construction operations that may cause damage.
- End of Section

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ATT. #2



ATTACHMENT #3



ATT #4

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SPECIFICATIONS

Certifications/Qualifications	www.kichler.com/warranty
-------------------------------	--

Dimensions	
Base Backplate	5.50 X 4.25
Extension	4.00"
Weight	3.70 LBS
Height from center of Wall opening (Spec Sheet)	7.00"
Height	13.75"
Width	7.00"

Light Source	
Delivered Lumens	700
Expected Life Span (Hours)	40000
Lamp Included	Integrated
Light Source	LED
Max or Nominal Watt	20W
# of Bulbs/LED Modules	2

Mounting/Installation	
Location Rating	Wet
Mounting Style	Wall Mount
Mounting Weight	3.70 LBS

Photometrics	
Color Rendering Index	90
Kelvin Temperature	3000K

FIXTURE ATTRIBUTES

Housing	
Diffuser Description	Clear Tempered Glass
Primary Material	ALUMINUM

Product/Ordering Information	
SKU	49279BKLED
Finish	Black
Style	Contemporary
UPC	7.83928E+11

Finish Options	
 Black	
 Platinum	
 Textured Architectural Bronze	
 White	

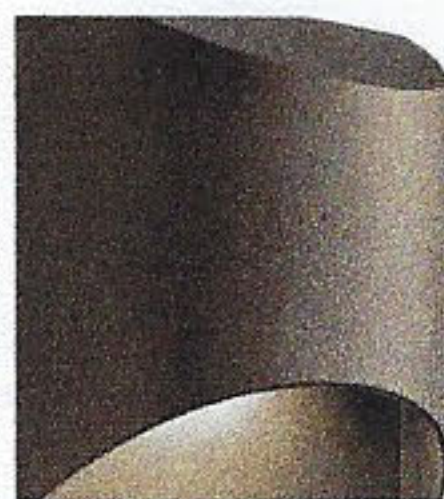


ALSO IN THIS FAMILY


49278BKLED


49278WHLED


49279WHLED


49278AZTLED


49278PLLED


49279AZTLED

5.5" 1 Light Wall Light Textured Architectural Bronze

11077AZT

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SPECIFICATIONS

Certifications/Qualifications

Dark Sky Compliant	Yes
Title 24 Compliant	Yes
	www.kichler.com/warranty

Dimensions

Base Backplate	5.50 X 5.00
Extension	6.00"
Weight	1.89 LBS
Height from center of Wall opening (Spec Sheet)	2.75"
Height	5.50"
Width	5.00"

Electrical

Input Voltage	Dual (120/140)V
---------------	-----------------

Light Source

Delivered Lumens	400
Expected Life Span (Hours)	40000
Lamp Included	Integrated
Light Source	LED
Max or Nominal Watt	15W
# of Bulbs/LED Modules	1

Mounting/Installation

Interior/Exterior	Exterior
Location Rating	CSA UL Listed Wet
Mounting Style	Wall
Mounting Weight	1.72 LBS

Photometrics

Color Rendering Index	80
Color Temperature Range	3000
Delivered Efficacy (Lumens/Watt)	28
Kelvin Temperature	3000K

FIXTURE ATTRIBUTES

Housing

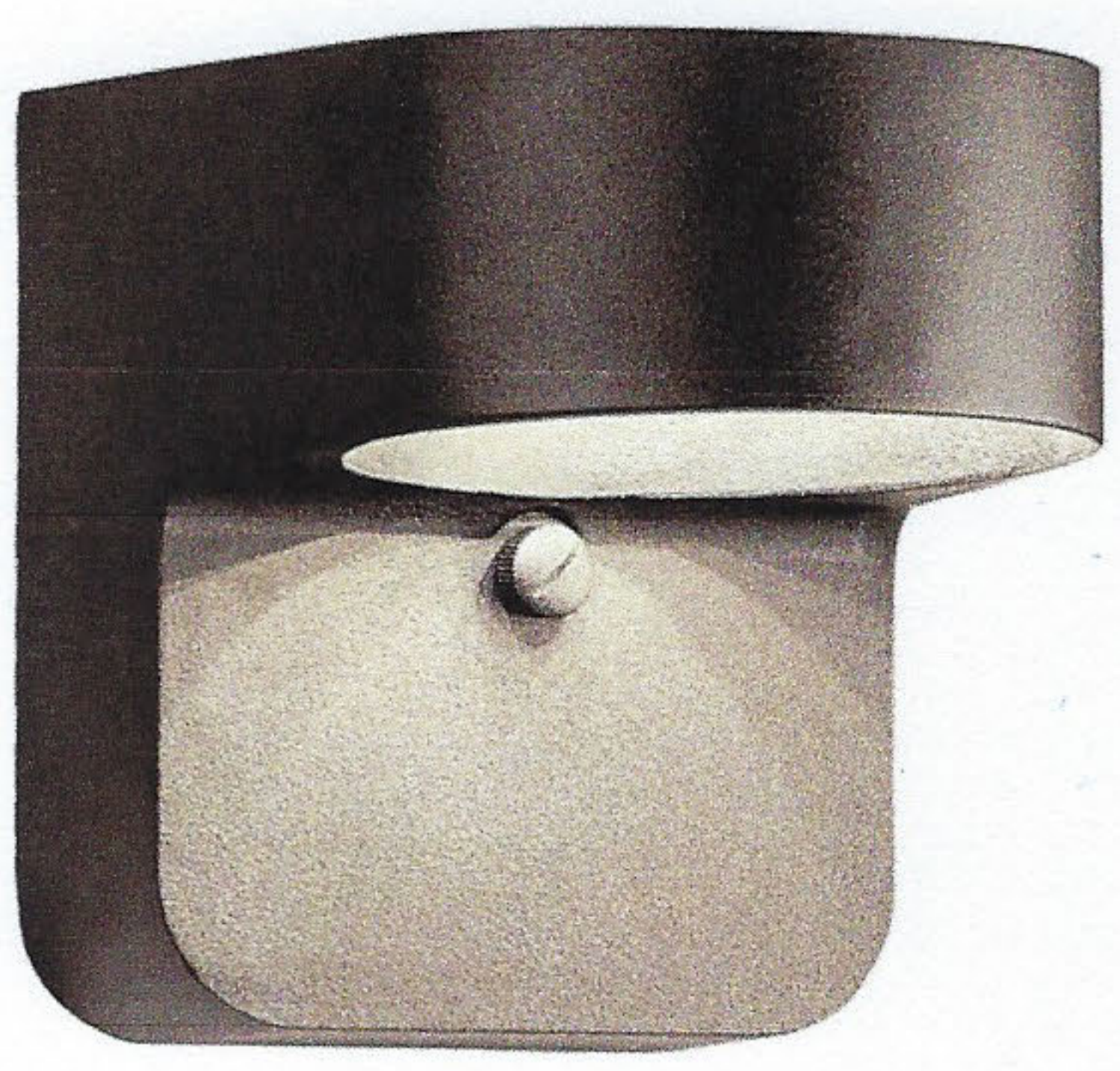
Primary Material	Aluminum
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Product/Ordering Information

SKU	11077AZT
Finish	Textured Architectural Bronze
Style	Other
UPC	783927394512

Finish Options

-  Textured Architectural Bronze
-  Textured Black



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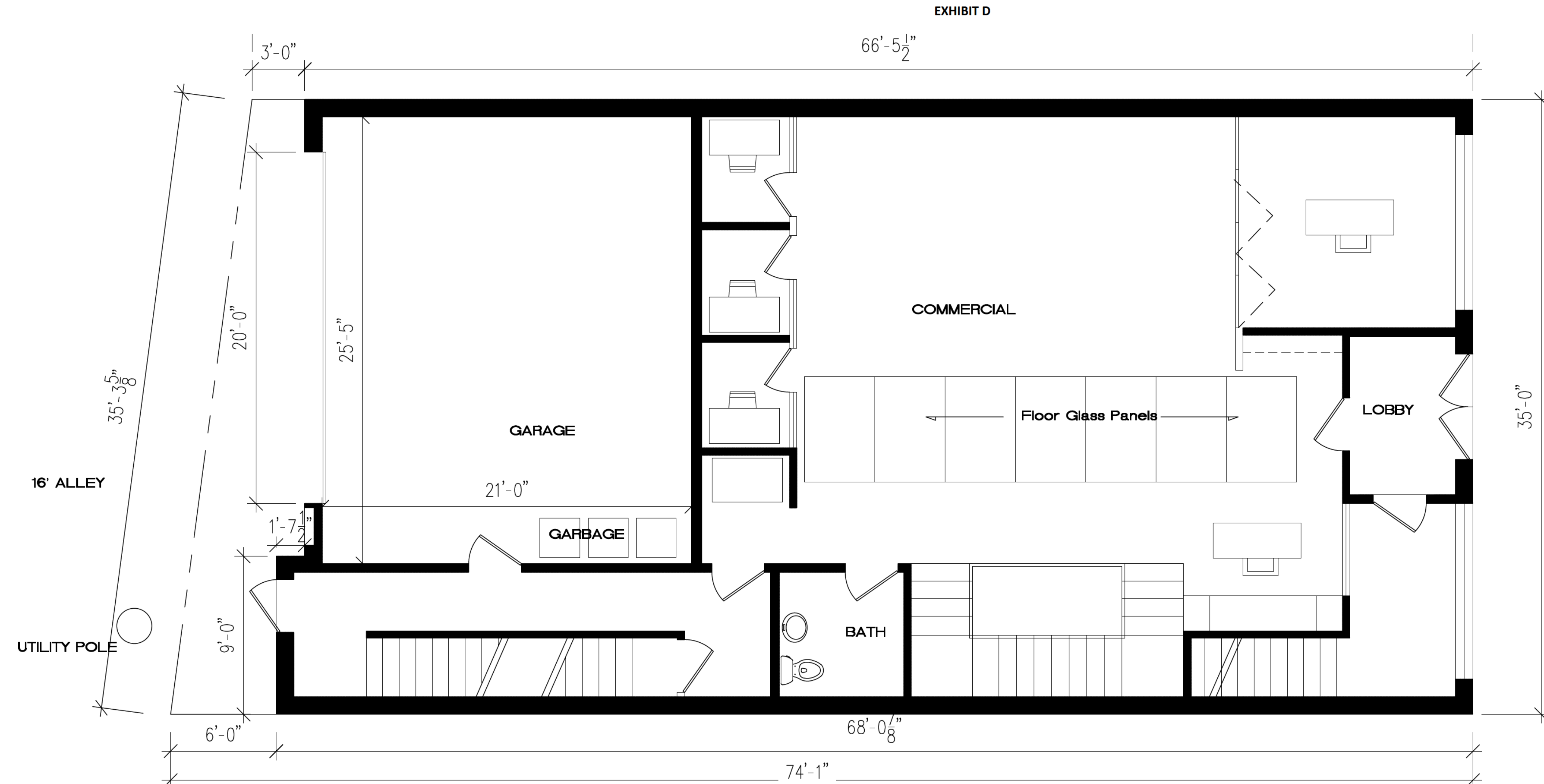
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ARCHITECT
KAMINSKI ARCHITECTS LTD.



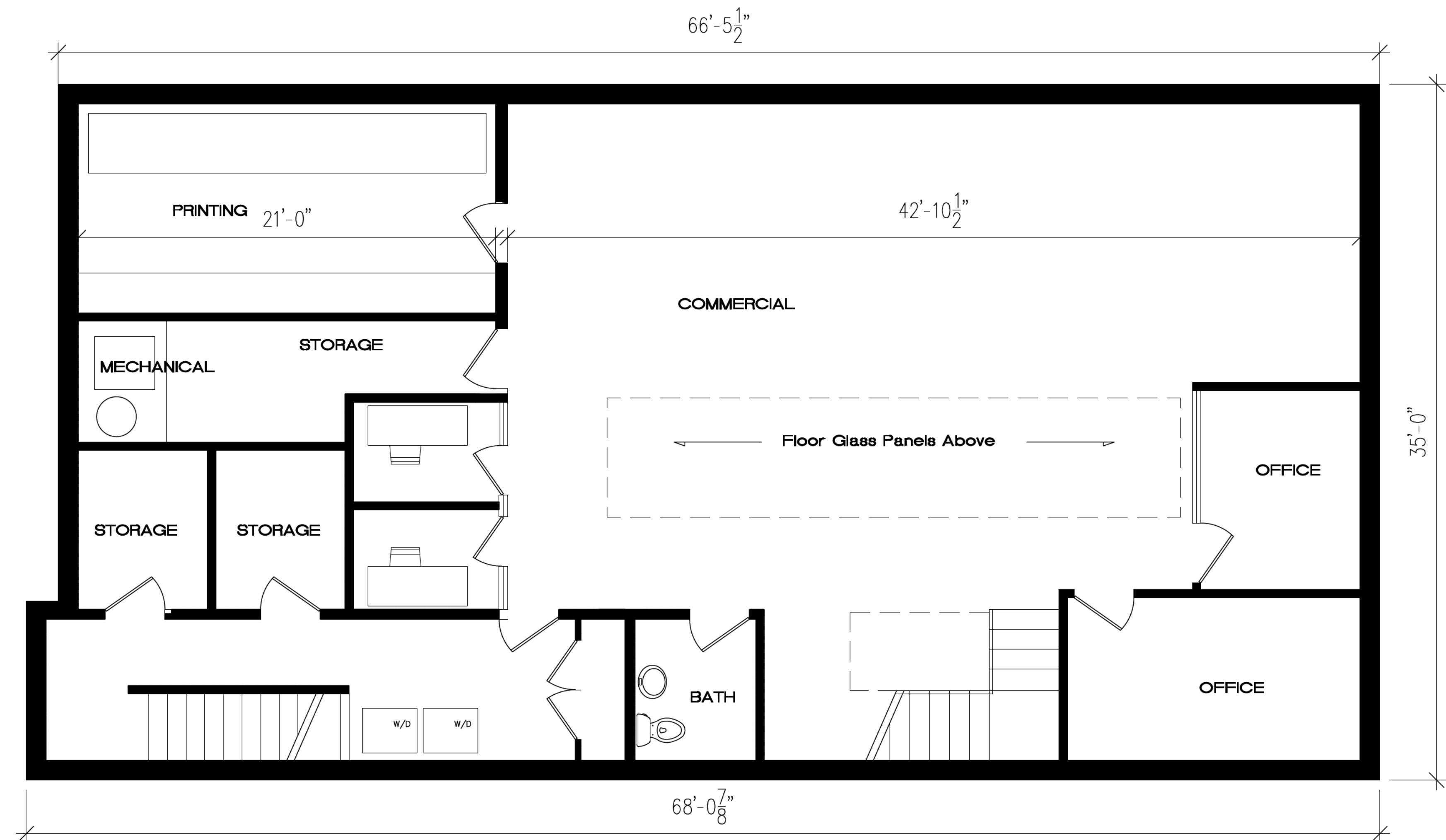
REVISIONS	
DATE	DESCRIPTION
04.26.22	Revision 4
07.22.22	Revision 5

TITLE
Site Plan

A8.1



1 1st Floor Plan
SCALE : 1/4"=1'-0"



2 Basement Floor Plan
SCALE : 1/4"=1'-0"

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446 CENTRAL AVENUE
NORTHFIELD, ILLINOIS 60093
PHONE: 847.501.5338
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BOHDAN KAMINSKI
ARCHITECT
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REVISIONS	
DATE	DESCRIPTION
04.26.22	Revision 4
07.22.22	Revision 5

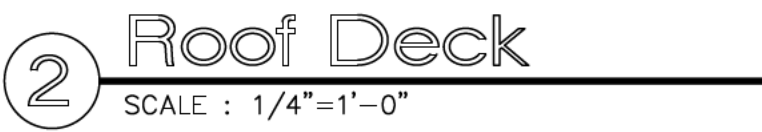
Design by: BK

TITLE

Floor Plans

JOB # 112021
SHEET #

A8.2



1 2nd and 3rd Floor Plan
SCALE : 1/4"=1'-0"

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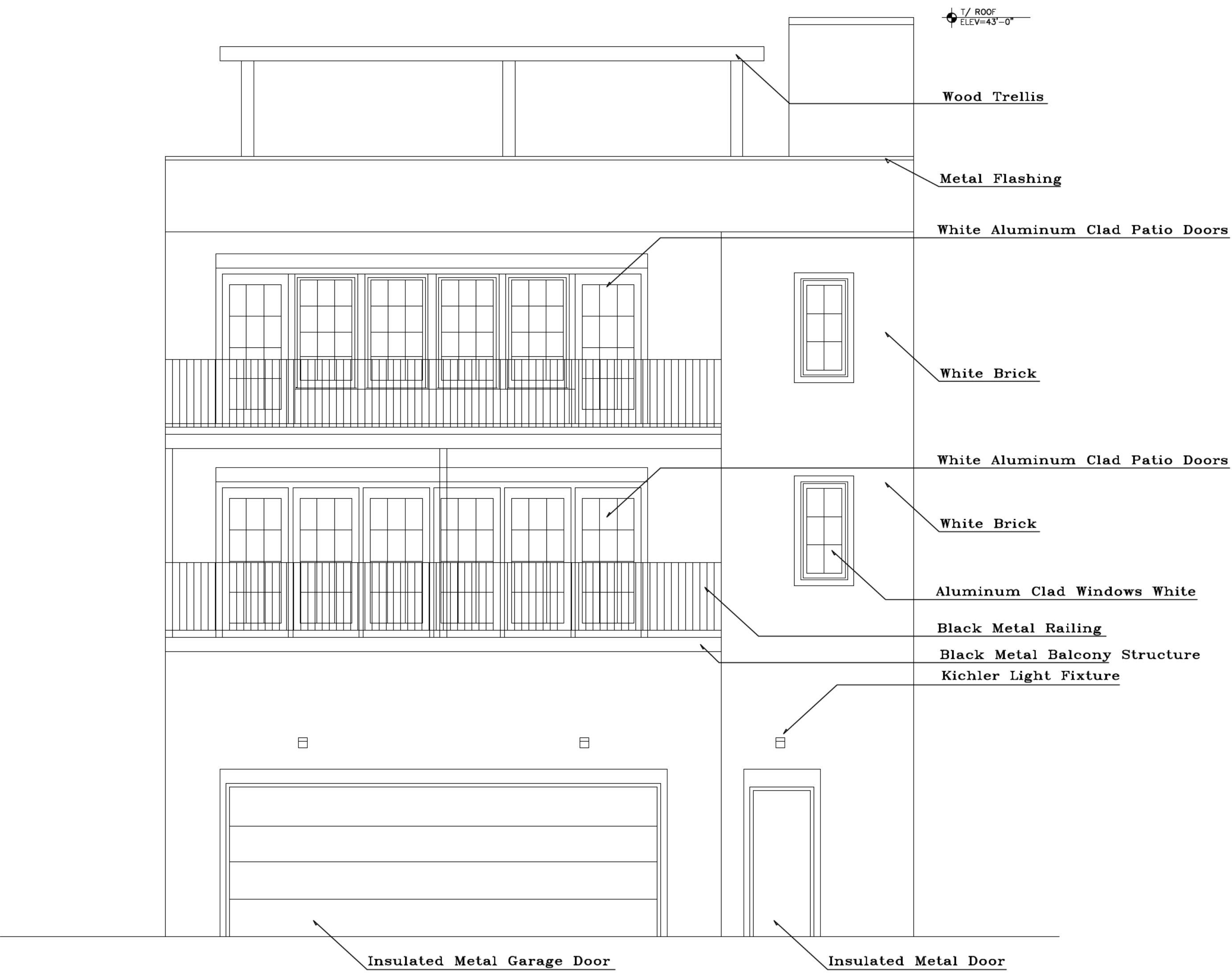
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Design by:	BK
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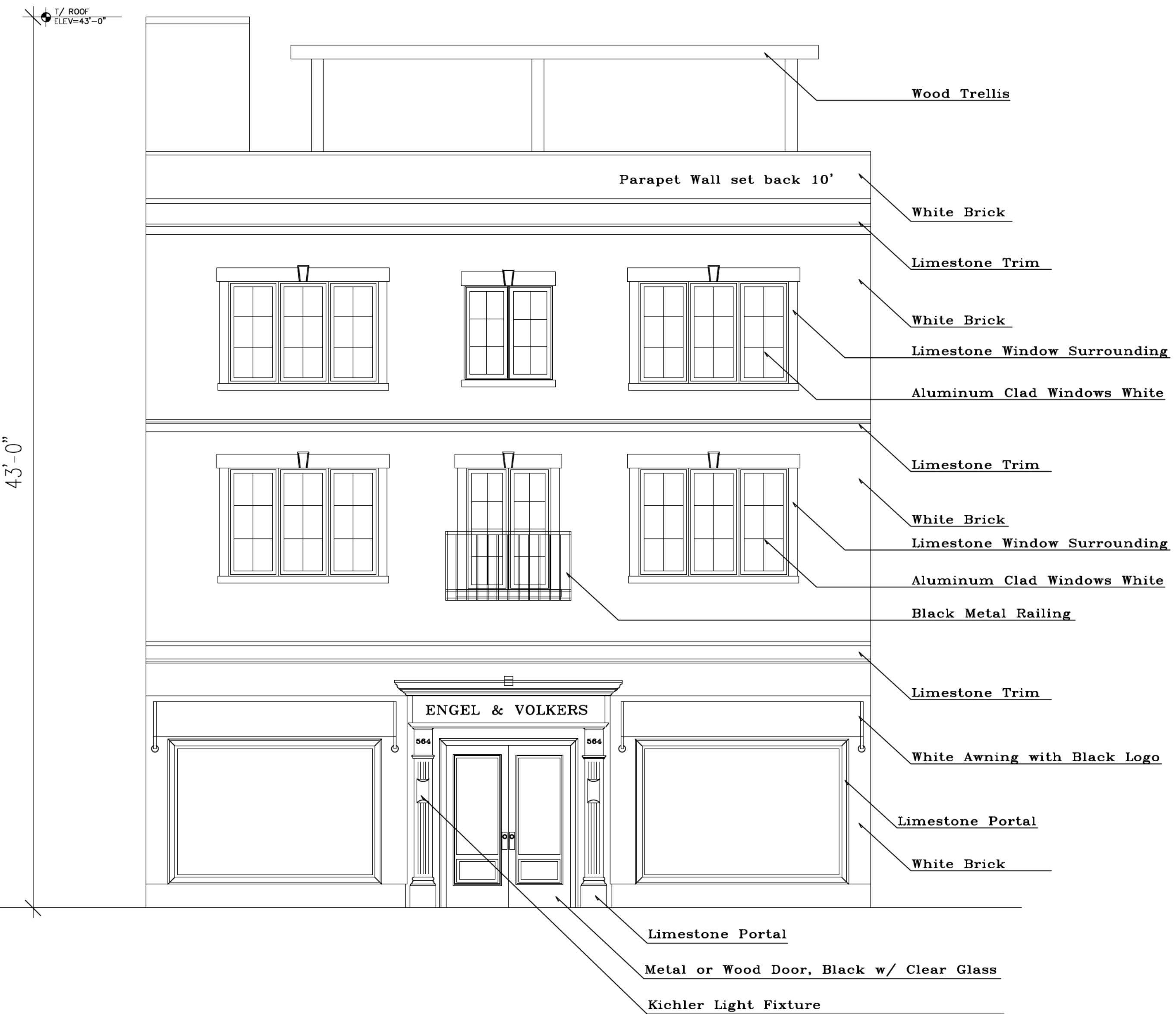
TITLE
Floor Plans
Elevation

JOB # 112021
SHEET #

A8.3



2 **Rear Elevation**
SCALE : 1/4"=1'-0"



1 **Front Elevation**
SCALE : 1/4"=1'-0"

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BOHDAN KAMINSKI
ARCHITECT
KAMINSKI ARCHITECTS LTD.

564 Green Bay Rd.
Winnetka IL, 60093

REVISIONS	
DATE	DESCRIPTION
04.26.22	Revision 4
07.22.22	Revision 5

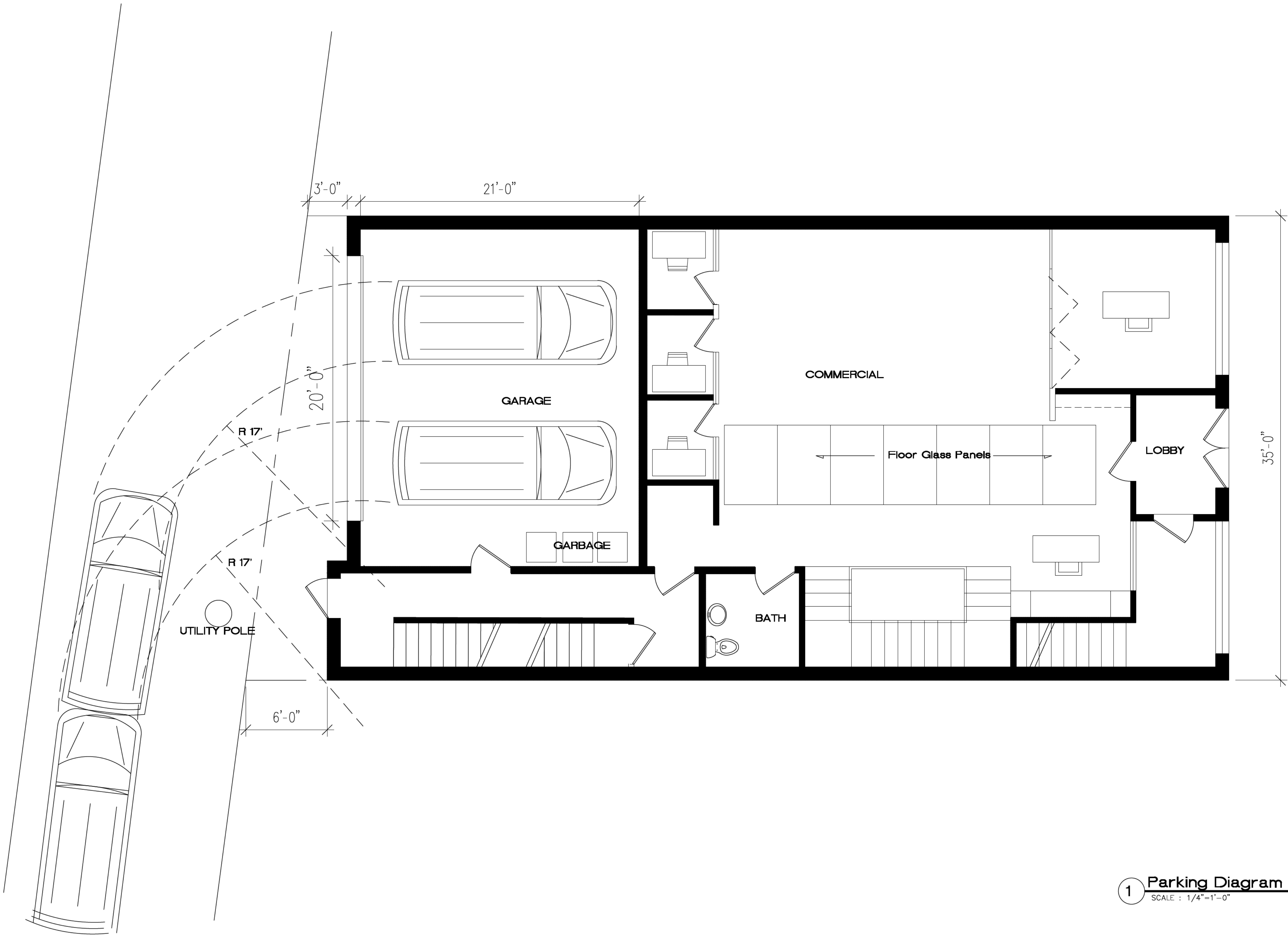
Design by: BK

TITLE
Exterior Elevations

JOB # 112021
SHEET #

A8.4





1 **Parking Diagram**
SCALE : 1/4"=1'-0"

564 Green Bay Rd.
Winnetka IL, 60093

REVISIONS	
DATE	DESCRIPTION
04.26.22	Revision 4
07.22.22	Revision 5
Design by: BK	

TITLE
Parking Diagram

JOB # 112021
SHEET #

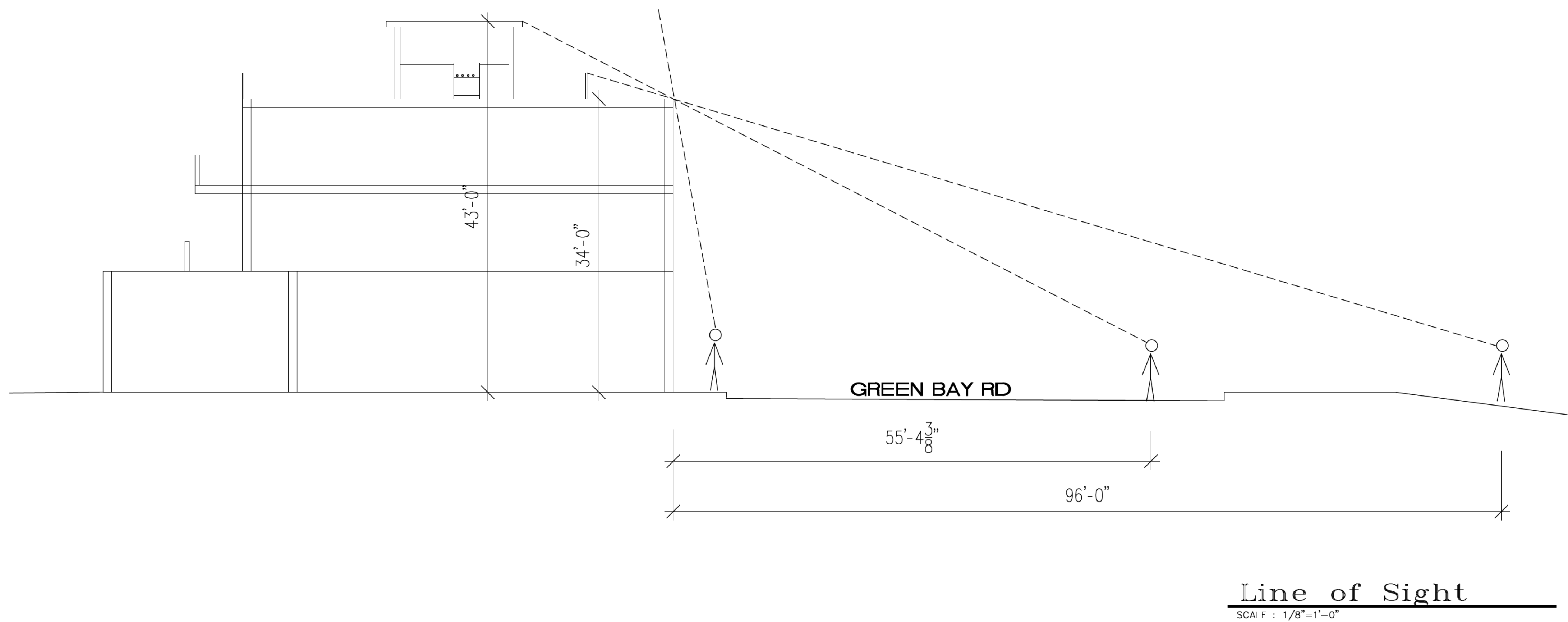
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HEREBY CERTIFY THAT THESE
DRAWINGS WERE PREPARED UNDER
MY DIRECT SUPERVISION AND TO
THE BEST OF MY KNOWLEDGE AND
BELIEF CONFORM TO ALL GOVERN-
ING CODES AND ORDINANCES.

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BOHDAN KAMINSKI
ARCHITECT
KAMINSKI ARCHITECTS LTD

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Design by: BK

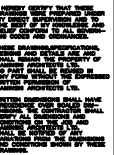
TITLE

Line of Sight

JOB # 112021

SHEET 4

A8.7



364 Green Bay Rd
Winnetka IL, 60093

Street View



Street View

EXHIBIT E



Street View



KAMINSKI
ARCHITECTS LTD.
400 WEST 10TH STREET
WINNETKA, IL 60093

DESIGNED BY: KAMINSKI ARCHITECTS LTD.
DRAWN BY: KAMINSKI ARCHITECTS LTD.
CHECKED BY: KAMINSKI ARCHITECTS LTD.
DATE: 10/15/2015
PROJECT: 564 GREEN BAY RD
SHEET: 1 OF 1
SCALE: AS SHOWN
NOTES:
1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE IBC AND NBC.
2. THE OWNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY INSURANCE.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY BONDS.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY SURETIES.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY REFERENCES.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY REFERENCES.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY REFERENCES.
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY REFERENCES.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY REFERENCES.

564 Green Bay Rd
Winnetka IL, 60093

WLS
Street View

EXHIBIT F



**Winnetka Design Review Board/Sign Board of Appeals Excerpt of Meeting Minutes
March 16, 2023**

Members Present:

Kirk Albinson, Chairman
Maggie Meiners
Heather Niehoff
Michael Ritter

Members Absent:

Michael Klaskin
Paul Konstant
Katie Moor

Village Staff:

David Schoon, Director of Community Development
Ann Klaassen, Assistant Director of Community
Development

a. **Case No. 23-04-SU: 564 Green Bay Road - New Mixed-Use Building: An Application submitted by 564 Green Bay Road, LLC, seeking approval of a Certificate of Appropriateness for the construction of a new four-story mixed-use building located at 564 Green Bay Road. The Village Council has final jurisdiction on this request.**

Ms. Klaassen referred to previous applications in 2022 for a Certificate of Appropriateness and zoning relief for construction of a three-story mixed-use building and a rooftop deck with the Village Council approving the project after receiving recommendations of approval from the advisory bodies. She stated the applicant is now requesting approval of a four-story mixed-use building which would allow for an additional residential unit on the fourth floor. Ms. Klaassen then identified the site's location, the existing building, which would be removed to accommodate the proposed building, and surrounding buildings. She also referred to the rear elevation and the one commercial unit Engel & Völkers would occupy on the ground floor and lower level of the new building, as well as the three residential units on the second, third, and fourth floors. Ms. Klaassen also stated there would be two street-level parking spaces for the residential units and described in detail the building's proposed materials and features. She also identified the screening elements and noted proposed signage would be presented to the Board at a later date.

Ms. Klaassen described the proposed zoning relief being requested relating to the upper story setback, rear yard setback, and parking. She stated the ZBA and Plan Commission would review the special use request at their respective meetings noting the Landmark Preservation Commission approved demolition of the existing building without delay. Ms. Klaassen stated the DRB is to consider the Certificate of Appropriateness and stated a draft motion is provided on agenda packet page no. 154. She then asked if there were any questions. No questions were raised at this time.

Chairman Albinson then asked for the applicant's presentation. Paul Lazarre, 564 Green Bay LLC, referred to their prior approval and a Village Council member's comment that the building be built higher. Nathan Kipnis introduced himself as the architect and provided material samples to the Board for their review which he elaborated on as well as a detailed description of the proposed brick to be used. Mr. Kipnis then referred to a Village Council member's comment that a fourth story be added.

1 Ms. Niehoff commented that the building façade is attractive and stated her concern related to the
2 materials which may not actually look like stone, and which did not appear appropriate. She added the
3 request is a huge improvement over the prior submission and suggested true limestone or cast stone
4 materials be used. Mr. Kipnis described the cornice material as having a real appearance. Ms. Meiners
5 identified her concerns relating to having a row of four-story buildings in terms of precedent and
6 suggested the middle section contain limestone instead of brick. She commented that the rest of the
7 proposal is great. Chairman Albinson noted four-story buildings are permitted. Ms. Niehoff and Mr. Ritter
8 stated they did not have any concerns relating to the building's four stories. Chairman Albinson referred
9 to the windows and suggested the divide pattern be reconsidered. He also commented that the
10 embellishments around the door and windows on the front elevation felt plain. Chairman Albinson then
11 stated the brick is fine. Mr. Kipnis described the reason for the contrast. Chairman Albinson also
12 encouraged consideration of the materials the Board suggested and agreed with the comments made
13 relating to the fourth story, adding the setback would help in terms of scale. Mr. Kipnis stated the building
14 would not have an elevator and they wanted the top unit to contain two bedrooms. Chairman Albinson
15 suggested the walls on the top floor be pushed back toward the alley and identified his concern relating
16 to setting a precedent. Mr. Kipnis referred to the power line in that area. No additional comments were
17 made at this time.

18
19 Mr. Schoon identified the Board's concerns relating to materials and the upper-story setback in terms of
20 the design and suggested the applicant come back before the Board for review before the request is
21 presented to the Village Council. He then provided the Board with options. Mr. Kipnis stated they can
22 provide revisions within two weeks and explained the project's timing. The Board Members suggested the
23 applicant look at a building on Lincoln Avenue in terms of its appearance. Chairman Albinson also
24 suggested the use of fourth floor dormers to reduce the building's scale.

25
26 Chairman Albinson asked for a motion to continue the application to the next meeting, April 20. Ms.
27 Meiners moved to continue the matter until the next meeting date. Mr. Ritter seconded the motion. A
28 vote was taken, and the motion unanimously passed, 4 to 0:

29 AYES: Albinson, Meiners, Niehoff, Ritter

30 NAYS: None

31
32 ***

33
34 Respectfully submitted,

35
36 Antionette Johnson

37 Recording Secretary

1 **Winnetka Design Review Board/Sign Board of Appeals Excerpt of Meeting Minutes**
2 **April 20, 2023**

3
4 **Members Present:**

Kirk Albinson, Chairman
Maggie Meiners
Katie Moor
Heather Niehoff

8
9 **Members Absent:**

Fritz Duda
Paul Konstant
Michael Ritter

12
13 **Village Staff:**

David Schoon, Director of Community Development
Ann Klaassen, Assistant Director of Community
Development
Davorka Kirincic, Building and Code Enforcement
Manager

18
19 ***

20
21 a. **Case No. 23-04-SU: 564 Green Bay Road - New Mixed-Use Building: An amended application**
22 **submitted by 564 Green Bay LLC, seeking approval of a Certificate of Appropriateness for the**
23 **construction of a new four-story mixed-use building. The Village Council has final jurisdiction on this**
24 **request. This item was continued from the March 16, 2023, Board meeting.**

25 Ms. Klaassen referred to the complementary comments made by the DRB at the March meeting, related
26 to the design while outlining their concerns in connection with the building materials and fourth floor
27 setback. She explained the changes to the proposed design including the setback on the fourth floor, the
28 mansard roof and replacement of the EIFS panels with brick. Ms. Klaassen then referred to illustrations
29 comparing the originally proposed building elevations to the amended elevations. She noted the rear
30 building elevation may change in order to comply with the minimum clearance requirements between
31 powerlines and the proposed building. Ms. Klaassen also referred to the special use application to allow
32 street level parking and zoning variations for the rear yard setback and the number of parking spaces
33 provided. She informed the Board the ZBA voted 4 to 0 to recommend approval of the requested relief
34 and the Plan Commission is scheduled to consider the special use at its next meeting on April 26. Ms.
35 Klaassen stated the Board is to make a recommendation to the Village Council as to whether the proposed
36 design complied with the Certificate of Appropriateness standards with a draft motion for the Board to
37 consider included on page 15. She then asked if there were any questions.

38
39 Chairman Albinson also asked if there were any questions and informed the audience as to how the
40 meeting would proceed in terms of order. No questions were raised at this time. He then asked for the
41 applicant's presentation.

42
43 Xander Jacobs introduced himself to the Board as the project architect and provided authentic limestone
44 samples to the Board for their review. He noted the other materials remained the same and identified the
45 new mansard standing seam metal roof materials. Mr. Jacobs stated they addressed all of the Board's
46 previous comments which he described as an improvement. He then asked if there were any questions.

1 Ms. Niehoff stated the revisions addressed the Board's concerns with the proposed project being a great
2 improvement. She asked if the area from the second floor elevation down contained all natural stone or
3 a material mix. Mr. Jacobs responded there would be no fiberglass and there would be an authentic stone
4 surface. Ms. Niehoff referred to the height of the wall sconces and clearance requirements. Mr. Jacobs
5 stated they would be installed at the standard height. No additional questions were raised at this time.
6

7 Chairman Albinson then asked if there were any comments from the audience. Carolina Polo, 558 Arbor
8 Vitae, questioned the number of building residents as well as parking and traffic concerns. Chairman
9 Albinson informed the audience of the items within the Board's purview. Paul Lazarre, 564 Green Bay LLC,
10 stated those concerns would be addressed at the appropriate meeting. No additional comments were
11 made at this time.
12

13 Chairman Albinson then called the matter in for discussion. The Board Members agreed the revised
14 proposal is an improvement. Chairman Albinson then asked for a motion and referred to the findings on
15 page 7. Ms. Meiners moved to recommend approval of a Certificate of Appropriateness for the proposed
16 four story mixed-use building on the subject property. Ms. Moor seconded the motion. A vote was taken
17 and the motion unanimously passed, 4 to 0:

18 AYES: Albinson, Meiners, Moor, Niehoff

19 NAYS: None
20
21



MEMORANDUM VILLAGE OF WINNETKA

COMMUNITY DEVELOPMENT DEPARTMENT

TO: ZONING BOARD OF APPEALS
FROM: ANN KLAASSEN, ASSISTANT DIRECTOR
DATE: APRIL 6, 2023
SUBJECT: 564 GREEN BAY ROAD – NEW MIXED-USE BUILDING
SPECIAL USE PERMIT (CASE NO. 23-04-SU)

INTRODUCTION

On April 10, 2023, the Zoning Board of Appeals (ZBA) is scheduled to hold a public hearing on an application submitted by 564 Green Bay Road, LLC (the “Applicant”), as the owner of the property located at 564 Green Bay Road (the “Subject Property”). The Applicant is proposing construction of a new **four-story** mixed-use building on the Subject Property and requests approval of the following relief:

1. Approval of a **Special Use Permit** to allow off-street parking at street-level along the alley on the Subject Property; and
2. Approval of the following **zoning variations**:
 - a. Rear Yard Setback of 3 feet from the west property line, whereas a minimum of 10 feet is required; a variation of 7 feet (70%) [Section 17.46.030 Lot area and density]; and
 - b. Off-street parking spaces for two vehicles, whereas a minimum of five parking spaces are required for the residential units, a variation of three parking spaces (60%) [Section 17.46.110 Off-street parking].

As discussed later in this report, in 2022 the Applicant submitted applications for a certificate of appropriateness and zoning relief to allow construction of a new **three-story** mixed-use building, with a roof-top deck, on the Subject Project. After review and recommendations of approval by the ZBA and the other advisory bodies, the Village Council approved the proposed project. The Applicant is now before the Village requesting approval for a new four-story mixed-use building that would allow them to have one additional residential unit, which would be located on the fourth level.

A sign has been posted on the Subject Property indicating the time and date of the ZBA public hearing. A mailed notice was sent to property owners within 250 feet of the Subject Property, in compliance with the Zoning Ordinance. The hearing was properly noticed in the *Winnetka Talk* on March 23, 2023. As of the date of this memo, staff has not received any written comment from the public regarding this application.

The Applicant has also submitted an application requesting approval of a Certificate of Appropriateness for the design of the proposed building. The Design Review Board (DRB) considered the request on March 16, 2023 and continued the application until the next DRB meeting on April 20, 2023. Details regarding the DRB’s consideration are provided later in this report. The Plan Commission is scheduled to consider the special use permit on April 26, 2023. Lastly, the Applicant has submitted a demolition permit that was approved without delay by the Landmark Preservation Commission on April 4, 2022.

The Village Council has final jurisdiction on this request as only the Council has the authority to grant (i) a special use permit; and (ii) any variation for a new principal building.

PROPERTY DESCRIPTION

The Subject Property, which consists of approximately 0.05 acres (2,512 square feet), is located on the west side of Green Bay Road, between Elm and Spruce Streets. Because the lot area is less than 10,000 square feet, redevelopment of the Subject Property does not require approval of a planned development, nor may the Applicant request planned development approval. The Subject Property contains an existing two-story commercial building that previously housed the *French Institute of the North Shore*. Figures 1 through 4 below and on the following page identify the Subject Property.



Figure 1 – Aerial Map



Figure 2 – Subject Property



Figure 3 – Subject Property – Existing Rear Building Elevation



Figure 4 – Subject Property with Neighboring Properties

The Land Use Map of the 2020 Comprehensive Plan designates the Subject Property as appropriate for “Mixed Use” development. The Subject Property is located in a commercial area with offices, restaurants and other commercial uses in the immediate vicinity. The Land Use Plan Map designates the properties to the north, south, and west as appropriate for “Mixed Use” and the property to the east, across Green Bay Road and along the Union Pacific Railroad, as appropriate for “Park / Open Space” (see Figure 5).

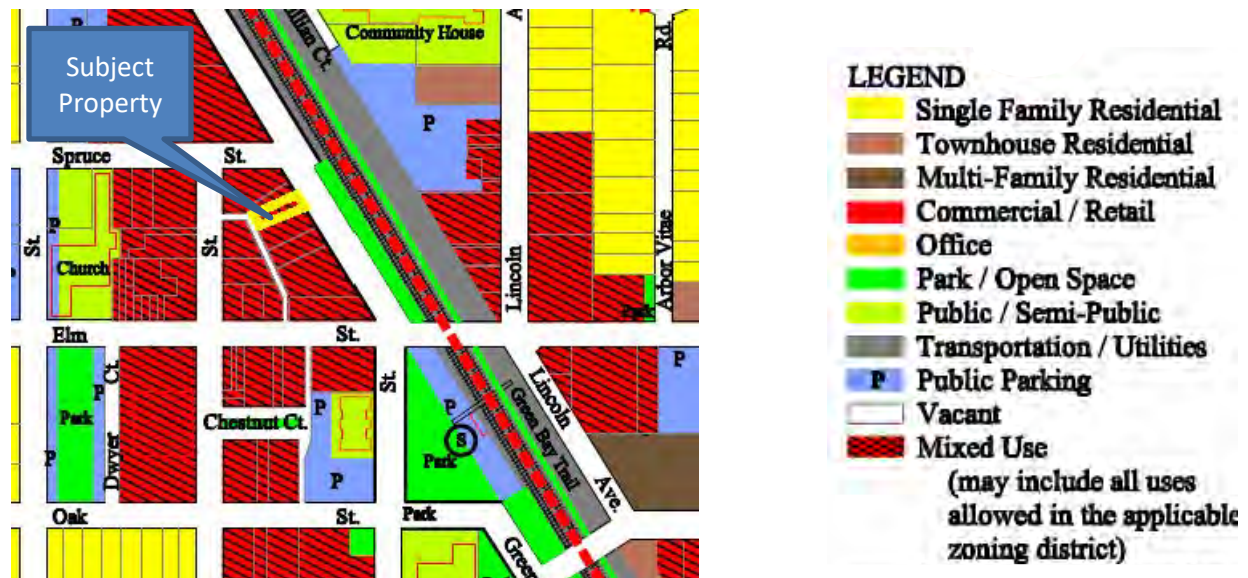


Figure 5 – Comprehensive Plan Land Use Map

For reference, the Future Land Use Map of the Winnetka Futures 2040 Plan, which is scheduled for adoption by the Village Council on April 18, 2023, designates the Subject Property as appropriate for “Commercial & Mixed-Use Development.” The Future Land Use Map also designates the properties to the north, south, and west as appropriate for “Commercial & Mixed-Use Development” and the property to the east, across Green Bay Road and along the Union Pacific Railroad, as appropriate for “Transportation, Utilities, Communications.”

The Subject Property is zoned C-2 General Retail Commercial, and it is bordered by C-2 General Retail Commercial to the north, south, and west. The properties to the west are also located within the C-2 Commercial Overlay District (see Figure 6).

The proposed use of the Subject Property as mixed-use is consistent with the 2020 Comprehensive Plan Land Use Map, as well as the Winnetka Futures 2020 Future Land Use Map, and the property’s commercial zoning classification. Along Green Bay Road to the north there is a mixed-use building and a restaurant. To the south of the Subject Property is an office building and a mixed-use building. The Subject Property is served by a public alley along the west property line. To the west of the alley is a commercial building (see Attachment E for photographs). The C-2 District allows buildings with dwelling units above the ground floor in a commercial building, the proposed building on the Subject Property would contain commercial space on the lower and ground floor levels and a total of three residential units on the second, third, and fourth floor levels.

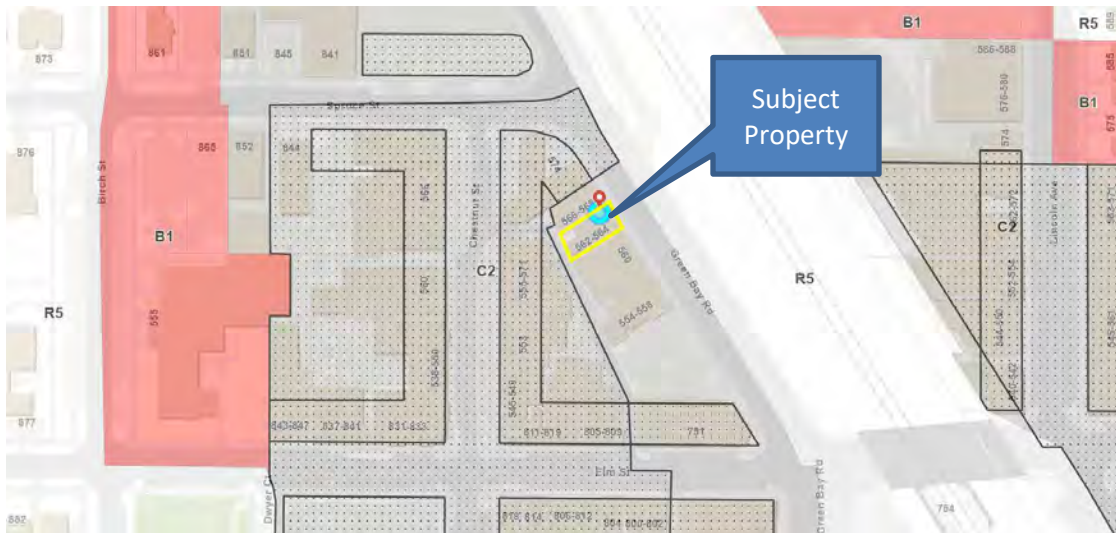


Figure 6 – Zoning Map

PROPERTY HISTORY AND PREVIOUS ZONING APPLICATIONS

The original building on the Subject Property was constructed in 1927. Subsequent building permits were issued in:

1. 1956 to remodel the two-story commercial store front;
2. 2000 to apply a new façade to the commercial building; and
3. 2007 to construct an addition to the commercial building.

Other minor permits have been issued over the last several years. The Applicant acquired the property in December 2021. There are two previous zoning cases on file for the Subject Property. In 1927, ZBA Case No. 318 was approved for a rear yard setback variation to allow construction of the existing building. In 2022, as previously noted, the ZBA first considered applications for a Special Use Permit and zoning variations submitted by the Applicant to allow construction of a new three-story mixed-use building, with a roof-top deck on the Subject Property, on June 13, 2022, and by a vote of 5-0, recommended approval of the request.

Ultimately, on August 2, 2022, the Village Council adopted Ordinance M-11-2022, granting a special use permit, zoning variations, and a certificate of appropriateness for the construction of a new, three-story mixed-use, multi-family building. The special use permit allowed an interior parking garage with two street-level parking spaces. The approved variations were for the rear yard setback and the number of off-street parking spaces provided for the residential units. The approval of the Ordinance included a condition that the smaller brick, as represented in Exhibit B of Ordinance M-11-2022, be utilized. For reference, Ordinance M-11-2022 is included in this report as Attachment F. It is worth noting that the request currently before the ZBA includes the same brick that was previously approved by the DRB and Village Council.

PROPOSED PLAN

The proposed development of the Subject Property consists of a four-story building with one commercial unit occupying the ground floor and the lower level. The commercial space would be occupied by Engel & Völkers. Currently, Engel & Völkers is occupying second floor office space in the Laundry Mall at 566 Chestnut Street. If the proposed development is approved, Engel & Völkers would relocate to the Subject Property.

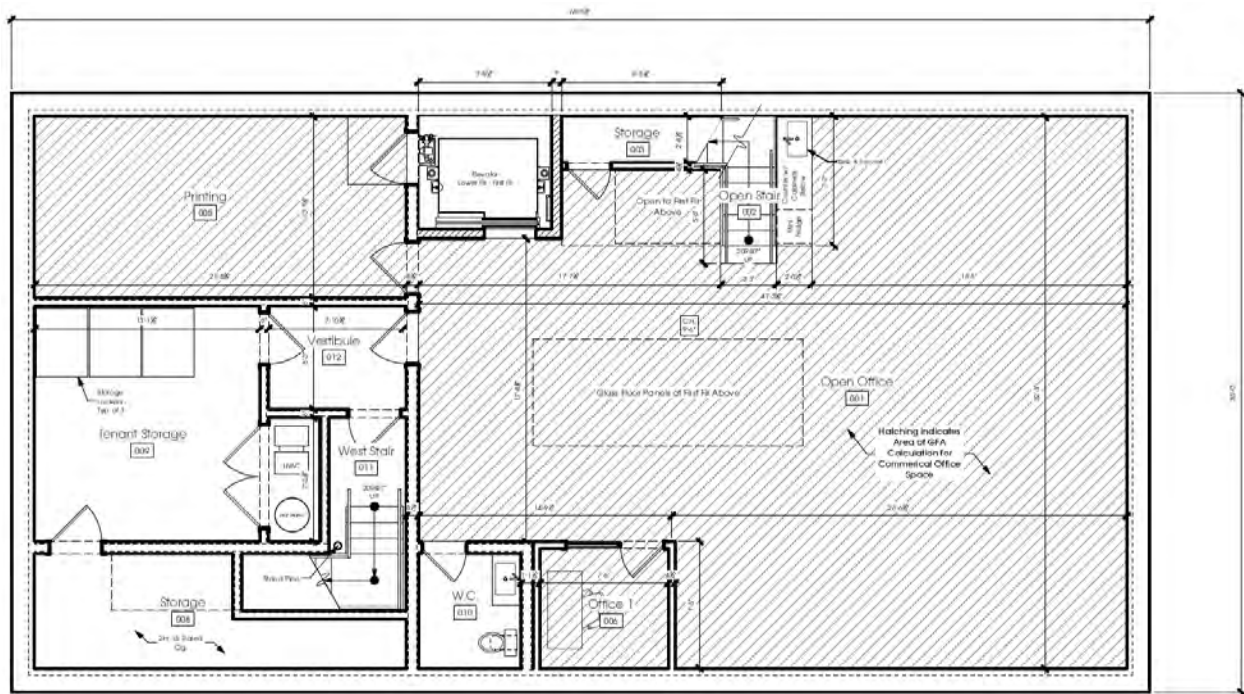


Figure 8 –Lower Level Floor Plan

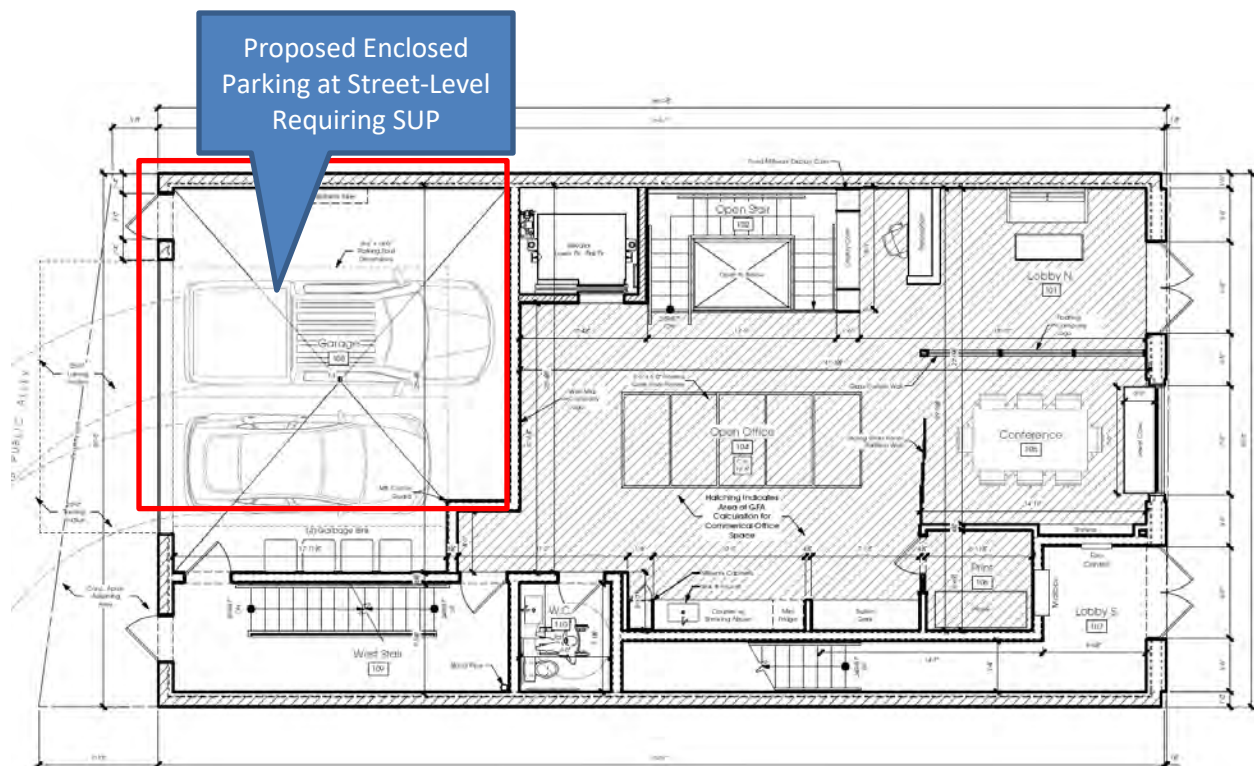


Figure 9 – First Floor Plan

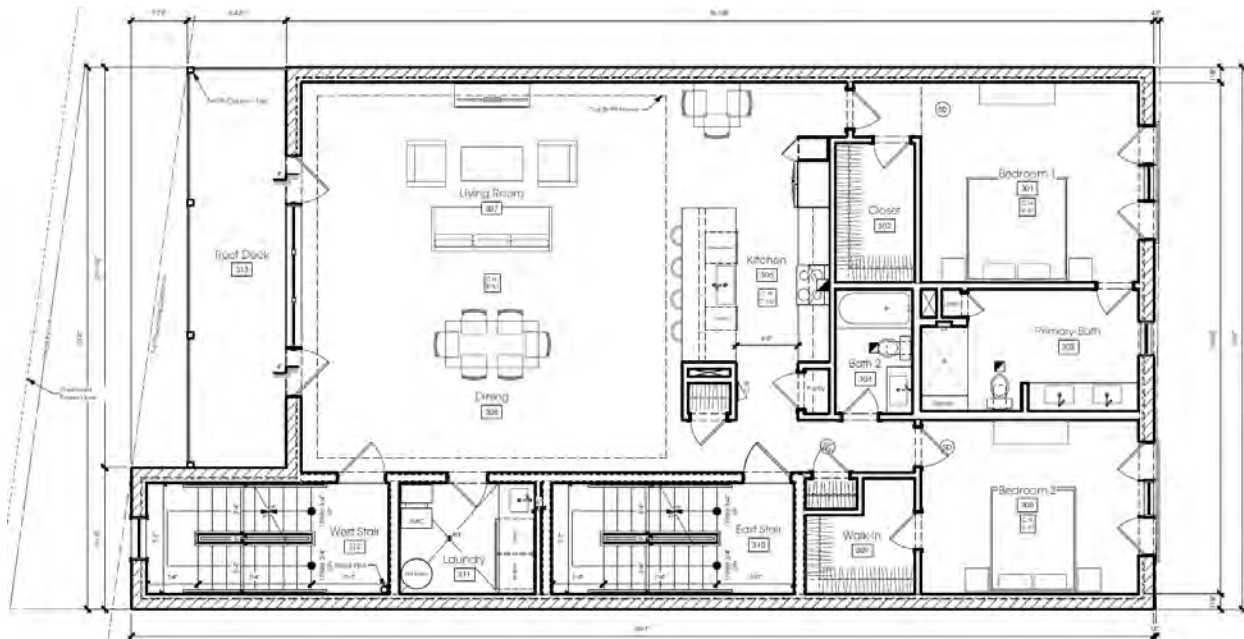


Figure 10 –Second and Third Floor Plan

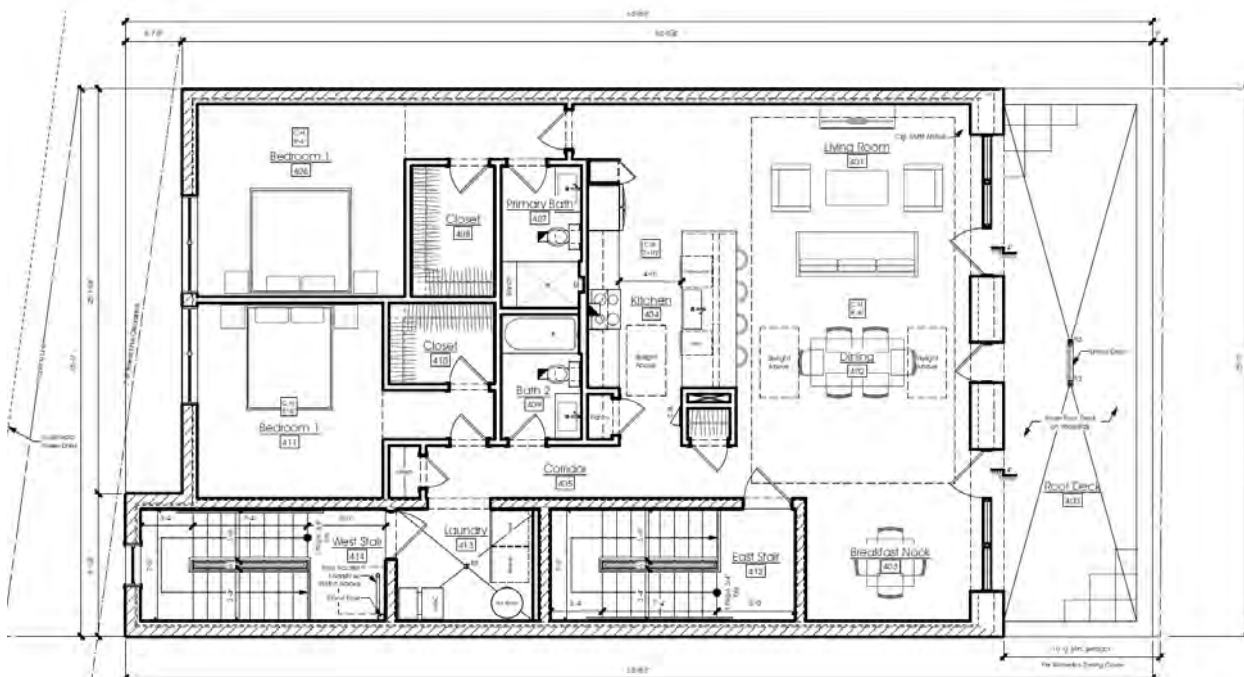


Figure 11 – Fourth Floor Plan



Figure 12 – Front Building Elevation – Green Bay Road

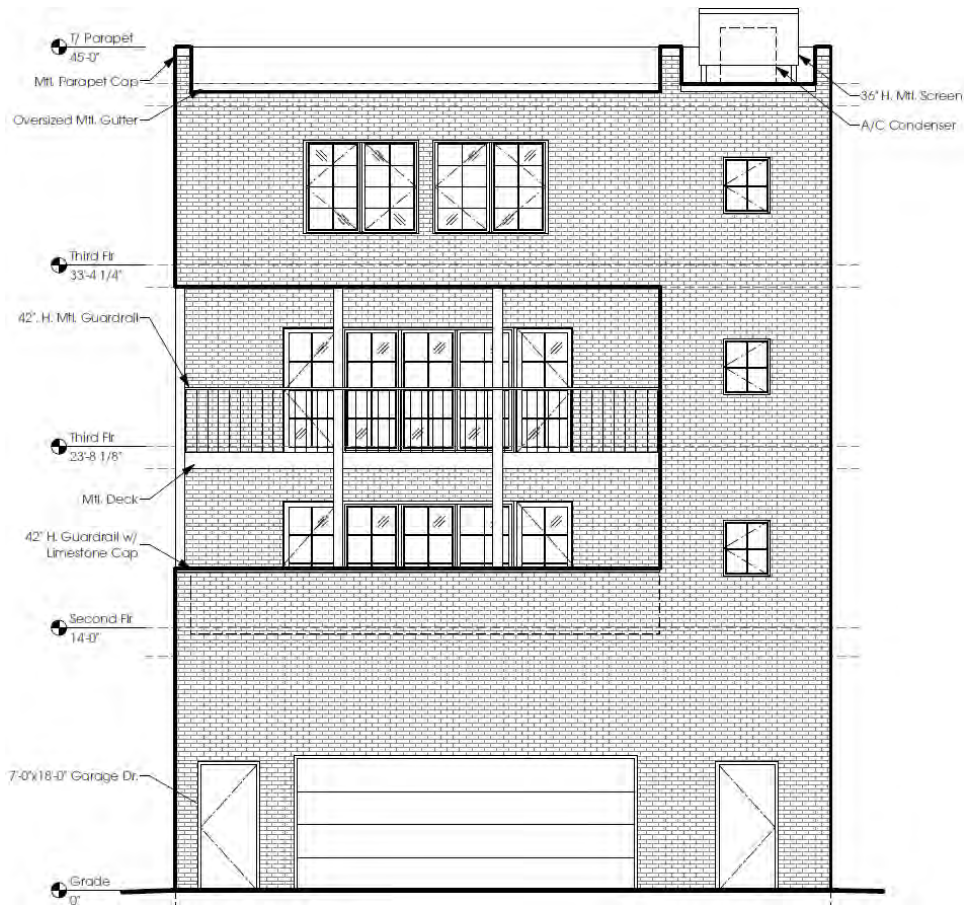


Figure 13 – Rear Building Elevation – Public Alley



Figure 14 – Rendering of Proposed Building

The proposed building would be white (pewter) brick, with a pale gray mortar, and limestone. As described in the attached written explanation from the architect, the front façade of the proposed building is composed of three forms. A limestone base, which consists of the entire height of the street level, the brick upper stories with limestone decorated windows, and the setback fourth floor.

Given the entire Subject Property is currently covered with an impermeable surface, no stormwater detention is required. Figure 15 below represents the Subject Property's proximity to the floodplain; the cyan represents the 100-year floor area.



Figure 15 – GIS Floodplain Map

REQUESTED ZONING RELIEF

The attached zoning matrix highlights the proposed development's compliance with the C-2 zoning district (Attachment A). In addition to the special use permit being requested, two zoning variations are being requested to allow the development on the Subject Property, the variations are: (1) rear yard setback; and (2) off-street parking. Please note, the gross floor area and lot coverage limitations that apply to properties located in the residential zoning districts do not apply to properties located in the commercial zoning districts. Rather, the density regulations that apply to commercial properties are limited to setbacks and building height limitations.

Rear Yard Setback (alley). A rear yard setback of 10 feet is required from the west property line along the public alley. The proposed building would provide a setback of 3 feet, which requires a variation of 7 feet (70%). Due to the angle of the rear lot line, the proposed rear yard setback increases to 7.83 feet at the southwest corner of the building.

It is worth noting that Village staff and the Applicant are studying issues with the powerlines at the rear of the Subject Property. In order for the proposed construction to comply with the minimum clearance requirements between powerlines and buildings, the design of the rear of the building may have to be altered, which would reduce the requested rear yard setback variation.

Off-Street Parking. The proposed residential units on the second, third, and fourth floor would all have two bedrooms. The Zoning Ordinance requires a minimum of 1½ parking spaces per two-bedroom unit. Therefore, the proposed development requires five off-street parking spaces for the residential units. The proposed garage would provide two at-grade parking spaces. Therefore, a variation of three parking spaces (60%) is required. The Applicant has indicated that they will lease an off-premise parking space for one of the residential units to mitigate the lack of parking on the Subject Property. The Zoning Ordinance does not recognize off-premise parking for a residential use as qualifying for the required parking, therefore, the proposed project requires a variation to reduce the required number of spaces from five to two.

Regarding the proposed commercial space, off-street parking is only required for new commercial space when the total gross floor area is 2,500 square feet or more. The gross floor area calculation for required parking excludes floor area for such items as storage, mechanical equipment rooms, rest rooms, common area elements, and hallways. Off-street parking is not required for the commercial space since the total area of the commercial space at both the ground floor and basement levels is less than 2,500 square feet of gross floor area.

Special Use – Location of Off-Street Parking: In order to encourage below-grade parking, which is allowed by right, the Zoning Ordinance requires off-street parking located at street-level to receive approval of a special use permit. As previously noted, the proposed parking would be provided on the ground floor level at the rear of the building accessed from the public alley.

CONSIDERATION BY OTHER ADVISORY BOARDS/COMMISSIONS

As previously noted, the Design Review Board (DRB) considered a Certificate of Appropriateness for the proposed development on March 16, 2023. After hearing from the Applicant and receiving no public comment, the DRB discussed the proposed design. The members were very complimentary of the design but had concerns about some of the proposed building materials. The DRB also suggested that the fourth story be setback to break down the scale of the building. At the Applicant's request, the DRB continued the item to the April 20 DRB meeting to provide the Applicant time to respond to the Board's comments.

In response to the comments at the March DRB meeting, the Applicant submitted revised plans, which are currently before the ZBA for its consideration. The revised plans do include the required fourth story setback, eliminating the need for a zoning variation from the minimum required 10-foot fourth story setback that was previously required for the building design that had been reviewed by the DRB. The plans currently being considered by the ZBA will be considered by the DRB on April 20.

The Plan Commission is scheduled to consider the special use permit on April 26, 2023.

BOARD CONSIDERATION

The Subject Property is located in the C-2 General Retail Commercial District; however, it is important to note that the Subject Property is not located within the Commercial Overlay District. Therefore, the proposed real estate office of Engel & Völkers on the Subject Property, is permitted by right and does not require approval of a special use permit.

The request before the Board is the special use to allow off-street parking at street-level, as well as the zoning variations. The Board is charged with evaluating Special Uses for consistency with the six standards for granting special use permits. In addition to responding to the standards used for the evaluation of special uses, the Applicant has provided the parking study, which was submitted with the 2022 application, prepared by Kenig, Lindgren, O'Hara, Aboona, Inc. (KLOA), dated April 29, 2022, (Attachment C). The parking study has not been updated to reflect the additional two-bedroom residential unit. As some of you may recall, the parking study took into consideration that three parking spaces were going to be provided on-site, one of which would have been provided by a lift. KLOA made the following conclusions in its study:

1. The proposed site will provide three parking spaces on site on the west side of the building dedicated to the tenants of the apartment units, which will meet the Village of Winnetka zoning ordinance requirements and the projected peak parking demand.
2. On a typical day, Engel & Völkers will have an hourly parking demand of seven spaces for the employees and advisors. Given the proposed hours of operation and timed parking restrictions for on and off-street parking locations in the area, advisors/employees should obtain Zone A Business Employee Parking Permits. The existing Zone A business employee parking locations in the area will be adequate in accommodating the parking demand for advisors/employees on a typical day.
3. On a typical day, Engel & Völkers will have a peak hourly parking demand of one client and the existing on and off-street parking locations will be adequate in accommodating the parking demand for clients.
4. On an all-staff meeting day, which occurs once a month, Engel & Völkers will have a peak parking demand of 10 advisors/employees which will occur at 9am and 10am. The existing on and off-street parking locations will be adequate in accommodating the parking demand for these meetings. After 10am, the hourly parking demand will reflect that of a typical day.

In May 2022, Director of Engineering/Village Engineer, James Bernahl, evaluated the parking study by KLOA and had the following comments and suggestions; his complete memo is included in this report as Attachment D:

1. Mr. Bernahl concurs with the findings that permitting this special use will not result in impairment of parking within the West Elm Street Business District.

2. It should be noted that the KLOA conclusions inaccurately state the proposed parking spaces will meet the Village Zoning Ordinance requirements, as the Zoning Ordinance does not recognize the one proposed lift parking space as complying with the off-street parking requirement.
3. It should also be reinforced that the full-time employees and advisors will be limited to the Zone A Business Employee Parking Permit locations.
4. Additionally, the Zone A Business Employee Parking Permits are limited to one vehicle (single user), so each employee and all advisors will be required to secure their own permit.

Given the parking study was provided to demonstrate the requested special use to allow off-street parking at street level complies with the standards for granting a special use remains the same, Mr. Bernahl has not re-evaluated the parking study provided by the Applicant.

FINDINGS

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

Move to recommend **approval [denial]** of the requested special use to allow off-street parking at street-level along the alley and the following zoning variations: (1) rear yard setback; and (2) off-street parking to allow construction of a four-story mixed-use building on the Subject Property, based on evidence in the record, or a public document, and upon the following findings of fact:

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

2. The requested zoning variations to allow:

- a. Rear Yard Setback of 3 feet from the west property line, whereas a minimum of 10 feet is required, a variation of 7 feet (70%) [Section 17.46.030 Lot area and density]; and
- b. Off-street parking spaces for two vehicles, whereas a minimum of five parking spaces are required for the residential units, a variation of three parking spaces (60%) [Section 17.46.110 Off-street parking].

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

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

[The special use for the off-street parking at street-level along the alley and the requested variations for the proposed four-story mixed-use building should only be approved subject to the following conditions...]

ATTACHMENTS

Attachment A: Zoning Matrix

Attachment B: Application Materials

Attachment C: Parking Study Prepared by KLOA April 29, 2022 (submitted by Applicant)

Attachment D: Village Engineer Bernahl May 9, 2022, Memo

~~Attachment E: Photographs of Area Properties~~

~~Attachment F: Ordinance M-11-2022, adopted August 2, 2022~~

ATTACHMENT A

ZONING MATRIX

ADDRESS: 564 Green Bay Road

CASE NO: 23-04-SU

ZONING: C-2

ITEM	MIN/MAX REQUIREMENT	EXISTING	PROPOSED	DIFFERENCE BETWEEN PROPOSED & EXISTING	ZONING CODE COMPLIANCE (1)
Min. Lot Size	N/A	2,512 SF	N/A	N/A	OK
Min. Average Lot Width	N/A	33.91 FT	N/A	N/A	OK
Min. Lot Depth	N/A	69.45 FT	N/A	N/A	OK
Min./Max. Front Yard (Green Bay/East)	0 FT/3 FT	0 FT	0 FT	0 FT	OK
Min. Side Yard (2)	0 FT	0 FT	0 FT	0 FT	OK
Min. Rear Yard (Public Alley/West)	10 FT	1.9 FT	3 FT	1.1 FT	7 FEET (70%) VARIATION
Off-Street Parking	5 Spaces (3)	0	2	2	3 SPACES (60%) VARIATION
Max. Building Height	45 FT/4-Stories	25.41 FT/2-Stories	45 FT/4-Stories	19.59 FT/2-Stories	OK

NOTES:

- (1) Variation amount is the difference between proposed and requirement.
- (2) A side yard is not required, but where a side yard is provided, it must be a minimum of 3 feet.
- (3) A minimum of 1.5 parking spaces per two-bedroom unit is required. The proposed development requires 5 off-street parking spaces for the residential units. Parking is not required for the proposed commercial space.

ATTACHMENT B

Village of Winnetka
SPECIAL USE PERMIT APPLICATION

VILLAGE OF WINNETKA, ILLINOIS DEPARTMENT OF COMMUNITY DEVELOPMENT

SPECIAL USE PERMIT APPLICATION

Case No. 23-04-SU

Property Information

Site Address: 564 Green Bay Road

Applicant Information

Name: 564 Green Bay Road

Primary Contact: Calvin A. Bernstein

Address: 484 Central Ave. Suite 202

City, State, ZIP: Highland Park, IL 60035

Phone No. 847-433-1980

Email: cbernstein@sambernlaw.com

Architect Information

Name: Kipnis Architecture + Planning

Primary Contact: Nathan Kipnis

Address: 1642 Payne Street

City, State, ZIP: Evanston, IL 60201

Phone No. 847-864-9650

Email: nkipnis@kipnisarch.com

Owner Information

Name: 564 Green Bay LLC

Primary Contact: Paul E Lazarre

Address: 2401 N. Clark Street

City, State, ZIP: Chicago, IL 60614

Phone No. 847-274-6898

Email: paul.lazarre@evrealestate.com

Attorney Information

Name: Samuels & Bernstein

Primary Contact: Calvin A. Bernstein

Address: 484 Central Ave. Suite 202

City, State, Zip: Highland Park, IL 600354

Phone No. 847-433-1980

Email: cbernstein@sambernlaw.com

Applicant Signature: 

Property Owner Sign: 

Printed Name of Owner: 564 Green Bay LLC / Paul E Lazarre

Date: 02/23/2023 Updated on 3/16/2023

Date: 02/23/2023 Updated on 3/16/2023

Our proposed plans for 564 Green Bay Road include a beautiful retail shop on the ground floor and 1,490 to 1,550 square foot luxury apartments on the second, third and fourth floors. The building's architecture is designed to comply with Winnetka's village-wide character and to encourage local live, work and play. While proposed to have two on-site parking spaces and one off-site parking space, the building is located across the street from the train station, which aligns with our goal of promoting public or alternative transportation methods.

Engel & Völkers is thrilled to be making Winnetka our permanent home in the North Shore! To be in the retail space on the ground and basement levels, our proposed shop and real estate office will be home to two full-time staff and approximately 50 real estate advisors, representing most communities in the North Shore. Our proposed floorplan has retail display cases that encourage the public to view selected homes and yachts for sale in the North Shore, around the United States and the world. The retail space has been designed to host events that engage the community, including book signings, coffee tasting, Halloween costume parade and cookie decorating, and cardiovascular life support training.

Proposed Exterior Rendering:



Engel & Völkers Overview:

Founded in 1977 in Europe, Engel & Völkers is one of the world's leading service companies specializing in the sale and rental of premium residential property, commercial real estate, yachts, and aircrafts. With more than 800 shops worldwide, Engel & Völkers offers a professionally tailored range of services. The company is currently operating in over 30 countries on five continents.

Other Engel & Völkers shops in retail locations in North America and worldwide:



Figure 1- Santa Monica, California



Figure 2- Aspen, Colorado



Figure 3- Trier Germany



Figure 4- Spain

Below are the evidence and detailed explanation why the Special Use Permit should be granted:

1. Development of this building will provide a commercial space on the ground floor and one residential unit on the second, third and fourth floors. Its design will be in the character of Village Center and will enhance the area. The new building will enhance the area. This project will not have any negative impact on public health, safety, comfort, morals, or general welfare.
2. Development of this building will not be injurious to the use and enjoyment of the property in the vicinity. As part of the development, we will be cleaning up the environmental problems found when we purchased the property. As a new construction, it will increase the values of the property in the immediate vicinity.
3. This new building will not impede the normal and orderly developments or improvements of the other property. The Special Use Permit will have no impact on any properties in town.
4. Extended and vigilant study were done to make sure there are adequate measures have been taken to provide safe ingress and egress in a manner which minimize pedestrian and vehicular traffic congestion in the public ways. Placing parking access from the back of the building eliminates crossing pedestrian walkways by parking and leaving cars.
5. In addition to the proposed two on-site parking spaces, we will lease a nearby parking space which allows one (1) additional parking space to be created. Including the offsite parking space, there will be one space per unit. We expect that this will meet the needs of the apartment residents due to the development's location across the street from the train station and the availability of public or alternative transportation methods. The parking spaces will have existing alley access. There will be no changes to existing grade and drainage. All necessary facilities to the operation of the Special Use exists.
6. The Special Use Permit conforms to the applicable regulations of this and other Village ordinances and codes.

VILLAGE OF WINNETKA, ILLINOIS
DEPARTMENT OF COMMUNITY DEVELOPMENT

ZONING VARIATION APPLICATION

Case No. 23-04-SU

Property Information

Site Address: 564 Green Bay Road, Winnetka, IL 60093

Owner Information

Name: 564 Green Bay LLC

Address: 2401 N. Clark Street

City, State, ZIP: Chicago, IL 60614

Email: paul.lazarre@evrealestate.com

Primary Contact: Paul E Lazarre

Phone No. 847-274-6898

Date property acquired by owner: 12/01/2021

Architect Information

Name: Kipnis Architecture + Planning

Primary Contact: Nathan Kipnis

Address: 1642 Payne Street

City, State, ZIP: Evanston, IL 60201

Phone No. 847-864-9650

Email: nkipnis@kipnisarch.com

Attorney Information

Name: Samuels & Bernstein

Primary Contact: Calvin A. Bernstein

Address: 484 Central Ave, Suite 202

City, State, Zip: Highland Park, IL 60035

Phone No. 847-433-1980

Email: cbernstein@samberlaw.com

Nature of any restrictions on property: _____

Brief explanation of variation(s) requested (attach separate sheet providing additional details): _____

Rear Yard Setback - 7' on the north side and 3'3" on the south side from the required 10' setback.

Upper Story Setback - 10'.

Parking - from 4.5 to 3 parking spaces (two on-site and one-off site).

Property Owner Signature: _____

Date: 03/16/2023

March 16, 2023

Re: 564 Green Bay Rd
Winnetka IL 60093

Below are the evidence and detailed explanation why the variance should be granted:

1. To develop this property and erect a commercial space to bring benefits to the local community of the Village of Winnetka the owner must provide and comply with a parking regulation. The property's existing width and depth (35' x 69') makes it impossible to meet the existing regulations requiring underground parking. Due to the width (35') and depth (69' north side and 74' south side) of this site the underground parking is physically not possible to build. The only solution is ground (at grade) parking. This parking can be accessible either from the front (Green Bay Rd.) or the back (an existing alley). Front parking will eliminate any storefront making the commercial space infeasible and create safety hazard as the car will have to cross the sidewalk. With a standard garage depth of 21'-0" and 10' rear yard setback it will leave only 34' for commercial use including lobby and access to the floors above. This will make the ground floor extremely small.

The solution is a ground floor garage accessible from the alley with a building setback from rear property line: 3'-0" at the northwest corner and 6'-0" at the southwest corner. This solution will not impact any pedestrian traffic. To construct such at grade parking, a variance of 1.5 parking spaces from the parking requirement will be required. To mitigate the loss of this space, the applicant will lease a nearby parking space which allows one (1) additional parking space to be created. Including the offsite parking space, there will be one space per unit. If needed, a copy of the parking space lease will be provided to the Village.

The garage has sufficient space to house the garbage cans and thus, they will be stored in the garage.

Reducing the 4th floor setback allows for a typical two-bedroom two bath floor plan on all three floors. With a 10ft setback the 4th floor would become an impractically small and untenable unit. Given the proximity to the train and given the fact that the unit will be a fourth-floor walkup limits the demographic potential rental clients. Having a second bedroom adds flexibility and increases the number of potential renters that would desire this unit.

The commercial space will be used as the home of Engel and Völkers Real Estate in the North Shore. Based upon the company's current business model, few "advisors" or "agents" are on site daily.

2. This property is smaller than typical commercial parcels. At 34' wide and 69' deep lot, this size creates a unique circumstance.
3. If variation is granted, the new building will be in character with the surrounding structures.

A three-story building with the fourth floor set back does not relate to the neighboring building to the south. The neighboring building has a language of strong vertical columns on its east facade. Each set of two columns forms a 'bay' and we see our design as continuing this pattern and forming the next logical 'bay'. This creates a relationship between the buildings.

4. Light and air supply are not impacted by this request.
5. The variance will not increase the hazard from the fire and other damages.
6. The taxable value of the land and buildings in Town will not diminish.
7. This variance has no bearing on traffic and will not impact congestion in the public streets.
8. This variance will not have negative impact on the health, safety, comfort, morals or welfare of the inhabitation of the Village of Winnetka.

Parking Study:

1. Attached is the parking study produced by KLOA on April 29, 2022 for the project with two apartments.
2. Since our new proposed plans include three apartments, in addition to the proposed two on-site parking spaces, we will lease a nearby parking space which allows one (1) additional parking space to be created. Including the offsite parking space, there will be one space per unit.

MEMORANDUM TO: Paul Lazarre
Live & Play Chicago North Shore LLC

FROM: Javier Millan
Principal

Luay R. Aboona, PE, PTOE
Principal

DATE: April 29, 2022

SUBJECT: Parking Study
Proposed Engel & Völkers
Chicago North Shore Branch
Winnetka, Illinois

This memorandum presents the findings and recommendations of a parking study conducted by Kenig, Lindgren, O'Hara, Aboona, Inc. (KLOA, Inc.) for the proposed relocation of the existing Engel & Völkers Chicago North Shore branch from its current location within the Laundry Building at 566 Chestnut Street to 564 Green Bay Road in Winnetka, Illinois. As proposed, the real estate office will occupy the first floor and basement while two apartment units will occupy the second and third floors of the building. **Figure 1** shows an aerial view of the existing and proposed sites.

The purpose of this study was to determine the availability of parking within the immediate vicinity of the site on a weekday and to determine the parking needs of Engel & Völkers. In order to do that, the following tasks were undertaken:

- Parking occupancy surveys were conducted by KLOA, Inc. within the area bounded by Spruce Street to the north, Green Bay Road to the east, Elm Street to the south, and Birch Street to the west on Tuesday, February 22, 2022. In addition, the Winnetka Post Office parking lot on the south side of Elm Street was also surveyed.
- Projected parking demand was generated for Engel & Völkers based on the anticipated operations of the proposed use and for the two proposed apartment units based on Village of Winnetka code requirements and the Institute of Transportation Engineers (ITE) parking rates.
- The adequacy of the available parking within downtown Winnetka was evaluated to assess its ability to accommodate the estimated parking demand of Engel & Völkers and the apartments.

Proposed Engel & Völkers Operations

Engel & Völkers specializes in the sale and rental of premium residential property, commercial real estate, yachts, and aircrafts. As proposed, the office will generally be open from 9:00 A.M. to 5:00 P.M. Monday through Friday. The office will have two full-time employees and a total of 50 real estate advisors. Engel & Völkers current proposed office layout will consist of an open space with a few tables where our advisors can work. There will be no actual workstations. There will be a moderate size conference room for meetings and there will be three small consult rooms, where the advisors can meet with a client or make phone calls.

On a typical day, it is anticipated that the office will contain the two full-time staff and no more than three to four advisors at any given time. It is anticipated that the full-time staff will continue to park in the Spruce Street lot. Normal day-to-day use of the office will be scheduled meetings between advisors and their clients. Based on past experience, it is very common to not have any in-person meetings with clients on any given day. However, when there are meetings, advisors meet with one client at a time and meetings between clients and advisors will be scheduled during blocks in the morning or afternoon. On average, it is estimated that there will be no more than five client meetings per week, each lasting no more than ninety minutes. It is expected that, as it currently is, clients will park in the available on-street and off-street parking areas within close proximity to the facility such as the Post Office parking lot.

Once a month, the office will hold meetings for all staff and advisors in which it is expected that approximately 10 total employees will be present with all other employees attending online. These all-staff meetings will be held on Monday mornings between 9:00 and 10:00 AM.

Proposed Apartments

As previously indicated, in addition to Engel & Völkers relocating from their existing location, two apartment units will occupy the second and third floors of the building. Based on a review of the plans, three parking spaces off the alley fronting the building to the west will be dedicated to the apartment tenants.

Parking Occupancy Surveys

In order to determine the existing parking demand within the study area, parking occupancy surveys were conducted for the following areas:

- The on-street and off-street parking in the area bounded by Spruce Street to the north, Elm Street to the south, Green Bay Road to the east, and Birch Street to the west. This area provides various parking types including 15-minute, one-hour, two-hour, and four-hour time restrictions.
- The Winnetka Post Office parking lot which contains two-hour free parking, Zone A Business Employee permit parking between 8:00 A.M. and 5:00 P.M. Monday through Friday, and Zone C commuter permit parking between 8:00 A.M. and 10:00 A.M. Monday through Friday and is unrestricted after 10:00 A.M.

Figure 2 shows an aerial view of the site and the study area.

The parking counts were conducted in one-hour intervals from 9:00 A.M. to 5:00 P.M. on Tuesday, February 22, 2022 in accordance with the proposed hours of operation of the office. Figure 3 illustrates the Village of Winnetka Downtown Public Parking Map. (All figures and tables are included in the Appendix.) **Table 1** lists the locations of the on-street and off-street parking areas.

The parking occupancy surveys for the on-street and off-street parking locations are summarized in **Tables 2** and **3**. The results of the parking occupancy surveys indicated the following:

- Overall, the on-street parking locations had a peak parking demand of 120 vehicles (61 percent occupied) occurring at 1:00 P.M., resulting in a surplus of 77 parking spaces.
- Overall, the off-street parking location (Post Office lot and parking lot in the southeast quadrant of the intersection of Spruce Street with Birch Street) had a peak parking demand of 145 spaces (66 percent occupied) occurring at 1:00 P.M., resulting in a surplus of 75 parking spaces.

The results of these parking occupancy surveys indicate that the existing parking supply is adequate in accommodating the existing parking demand with occupancy for on- and off-street parking not exceeding 66 percent.

Projected Parking Demand of the Proposed Engel & Völkers

In order to determine the total projected parking demand of the proposed use, the hourly parking demand was estimated based on the proposed operations of Engel & Völkers. Given the existing parking restrictions provided at the various on- and off-street parking locations, the available parking within the area varies for both employees and clients. For the purposes of this evaluation, the following was utilized to develop projected employee and client parking demands:

- It was assumed that the two full-time staff members as well as the four advisors¹ that would be present on a typical day would be at the office all day and will each drive themselves, resulting in an hourly peak parking demand of six spaces. As such, the full-time employees and advisors will be limited to the Zone A business employee parking permit locations. It should be noted that the Zone A business employee permits are limited to one vehicle (single user), so each of the two employees and four advisors currently have and will continue to have their own permit (they currently park in the Spruce Street lot).
- Advisors meet one-on-one with clients and, on average, it is expected that there will be approximately five client meetings per week². Therefore, the peak client parking demand for any given hour was conservatively assumed to be one client parking space. Furthermore, advisor/client meetings are not expected to exceed 90 minutes. As such, clients can utilize all of the on-street parking locations (except for the 15-minute parking spaces).

¹ This estimate is based on our current Advisor presence in our Laundry building office since January 1, 2022.

² This estimate is based on our current Advisor and client presence.

- During all staff meetings, which occur once a month and will have a typical attendance of 10 total employees³, the projected peak parking demand will be 10 parking spaces. It should be noted that no client meetings will be scheduled at this time and, therefore, no additional parking demand will be generated by clients. Since the “all-staff” meetings will start at about 9:00 A.M. and will have a duration of approximately 60 minutes, the projected parking demand of 10 spaces can be accommodated by two-hour, four-hour, and Zone A permit parking locations. It is important to note that this time period is chosen given that many of the retail establishments in the immediate area do not open until 10:00 A.M.

Based on the above, Engel & Völkers will have a peak parking demand of two full-time employees, four advisors, and one client on a typical day and after 10:00 A.M. on “all-staff” meeting days. Between 9:00 A.M. and 10:00 A.M. on all-staff meeting days, Engel & Völkers will have a peak parking demand of 10 spaces for the employees that will be in attendance.

It should be noted that this projected parking demand is very conservative given that it assumes that no employees or clients will arrive via public transportation or ride-sharing services and that no client will also be a patron of the existing retail and restaurant uses within downtown Winnetka. Furthermore, it is important to note that Engel & Völkers is currently located at 566 Chestnut Street and, as such, the majority of its parking demand is already accounted for in the parking surveys.

Projected Parking Demand of the Proposed Apartments

As previously indicated, two apartments will be located on the second and third floors of the building. Based on the Village of Winnetka Zoning Ordinance, the apartments should provide 1.5 spaces per unit for a total of three parking spaces.

For comparison purposes, the Institute of Transportation Engineers (ITE) *Parking Generation Manual* was reviewed to determine the projected peak parking demand of the two apartments. Based on ITE, the two apartments will have a peak parking demand of two vehicles.

As such, the provision of three parking spaces for the apartment units meets the Village of Winnetka zoning ordinance and will be able to accommodate the projected peak parking demand.

³ This is based on our attendance logs from January 1, 2022 – March 31, 2022. 90% of our staff/advisors attend our monthly meeting virtually and 10% attend in person.

Parking Evaluation

In order to determine the adequacy of the existing parking supply in accommodating the proposed parking demand of Engel & Völkers, the number of available parking spaces for full-time employees, advisors, and clients were compared to the estimated hourly parking demand for the parking areas that are available to each respective user. As previously indicated, given the hours of operation of the proposed office, its anticipated number of daily employees, and duration of both advisor/client and all-staff meetings, the available parking within the area varies for advisors/employees, clients, and all-staff meetings. **Table 3** summarizes the number of available parking spaces per hour for advisors, clients, and for all-staff meetings on a weekday.

As can be seen from Tables 2 and 3, on a weekday there is a minimum of 35 permit parking spaces available for advisors/employees and a minimum of 100 non-permit parking spaces available for clients. Furthermore, for all-staff meetings that occur on a weekday, there are a minimum of 169 permit and non-permit parking spaces available for advisors/employees. As such, there is a sufficient amount of parking available within the immediate area to accommodate the projected parking demand for both advisors/employees and clients of Engel & Völkers on a weekday.

KLOA, Inc. further evaluated the adequacy of the parking supply taking into account the current vacancies in the area (approximately 6,306 square feet) and the future vacancy of the of the existing Engel & Völkers site (1,700 square feet). Based on the Village of Winnetka zoning ordinance, the off-street parking requirement assuming the vacancies are developed with a commercial use is two spaces per 1,000 square feet. This translates into approximately 16 spaces. Given that there are over 100 regular spaces available in the immediate vicinity throughout the day, the additional parking demand of the existing vacancies and the future vacancy of the current Engel & Völkers site can easily be accommodated by the surplus of parking spaces.

Conclusion

Based on preceding parking evaluation for the proposed Engel & Völkers Chicago North Shore branch, the following was concluded:

- The proposed site will provide three parking spaces on site on the west side of the building dedicated to the tenants of the apartment units, which will meet the Village of Winnetka zoning ordinance requirements and the projected peak parking demand.
- On a typical day, Engel & Völkers will have an hourly parking demand of seven spaces for the employees and advisors. Given the proposed hours of operation and timed parking restrictions for on- and off-street parking locations in the area, advisors/employees should obtain Zone A Business Employee Parking Permits. The existing Zone A business employee parking locations in the area will be adequate in accommodating the parking demand for advisors/employees on a typical day.
- On a typical day, Engel & Völkers will have a peak hourly parking demand of one client and the existing on and off-street parking locations will be adequate in accommodating the parking demand for clients.
- On an all-staff meeting day, which occurs once a month, Engel & Völkers will have a peak parking demand of 10 advisors/employees which will occur at 9:00 A.M. and 10:00 A.M. The existing on- and off-street parking locations will be adequate in accommodating the parking demand for these meetings. After 10:00 A.M., the hourly parking demand will reflect that of a typical day.

Appendix



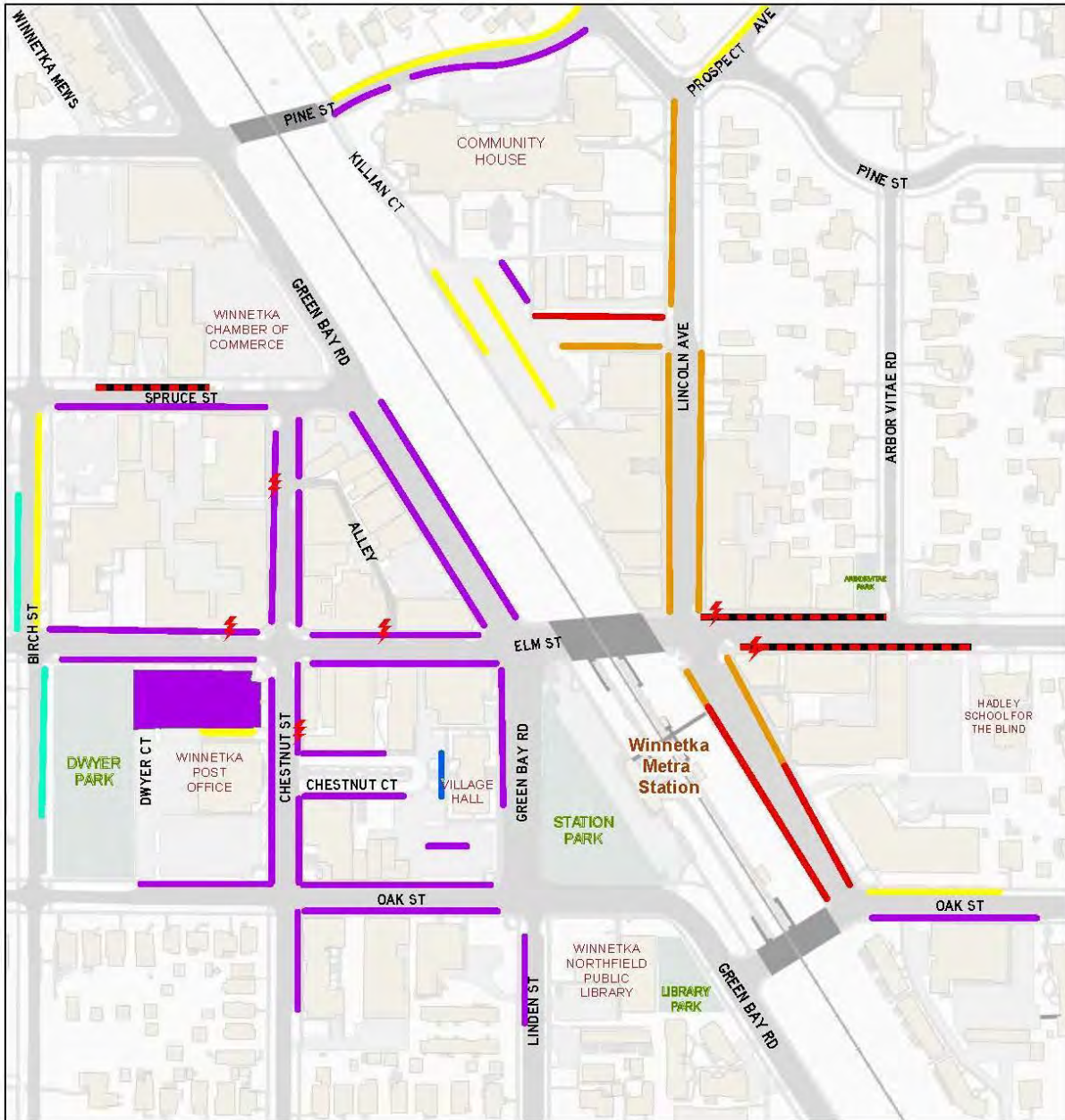
Aerial View of Existing and Proposed Sites

Figure 1



Aerial View of Study Area

Figure 2



DOWNTOWN PUBLIC PARKING



PLEASE READ AND OBEY ALL POSTED PARKING REGULATIONS

On-Street Public Parking Locations

Figure 3

Table1
SURVEY AREA PARKING INVENTORY

CITY OF MILWAUKEE - PARKING REPORT							
Location	Block	Side	Capacity	Handicap Spaces	Regular Spaces	Permit Spaces	Parking Regulation
1	Spruce Street (Birch Street to Green Bay Road)	North	5	0	5	0	One-hour parking 8:00 A.M. - 6:00 P.M.
		South	10	0	8	0	Two-hour parking 8:00 A.M. - 6:00 P.M.
					2	0	Loading Zone (20 minutes)
2	Green Bay Road (Spruce Street to Elm Street)	East	14	0	14	-	Two-hour parking 8:00 A.M. - 6:00 P.M.
		West	11	0	11	0	Two-hour parking 8:00 A.M. - 6:00 P.M.
3	Elm Street (Green Bay Road to Birch Street)	North	24	1	20	0	Two-hour parking 8:00 A.M. - 6:00 P.M.
		South	25	1	3	0	15-minute parking
24	0				Two-hour parking 8:00 A.M. - 6:00 P.M.		
4	Birch Street (Spruce Street to Elm Street)	East	29	2	27	-	Four-hour parking 8:00 A.M. – 6:00 P.M.
		West	27	--	--	8	Zone A (8:00 A.M. - 5:00 P.M.)
19	Zone A/C (8:00 - 10:30 A.M.)						
5	Public Parking Lot (East of Birch, south of Spruce)		38	2	36		24 hour limit after 5:00 P.M. and on weekends
6	The Laundry Parking Lot		14	1	13		Laundry Mall customer parking Two-hour limit
7	Parking Lot (North of Elm, west of Chestnut)		18	1	17		

Location	Block	Side	Capacity	Handicap Spaces	Regular Spaces	Permit Spaces	Parking Regulation
8	Chestnut Street (Spruce Street to Elm Street)	East	21	1	20		Two-hour parking 8:00 A.M. - 6:00 P.M.
		West	19	0	19 1		Two-hour parking 8:00 A.M. - 6:00 P.M. Curbside pick-up (11:30 A.M. - 1:30 P.M. and 5:00 - 7:00 P.M.)
9	Chase Bank Lot		18	2	16		Chase Customers Only
10	Post Office Lot	North	69	3	57	9	Two-hour parking 8:00 A.M. - 6:00 P.M. Zone A (8:00 A.M. - 5:00 P.M.)
11	Post Office Lot	West	40	0	13	15	Two-hour parking 8:00 A.M. - 6:00 P.M. Zone A (8:00 A.M. - 5:00 P.M.)
						12	Zone C (8:00 A.M. - 10:00 A.M.)
12	Post Office Lot	South	52	2	0	50	Zone A (8:00 A.M. - 5:00 P.M.)
Total			434	16	305	113	

Table 2
ON-STREET/OFF STREET PARKING OCCUPANCY SURVEYS BY RESTRICTION
TUESDAY, FEBRUARY 22, 2022

Time	(1) 15-Minute Parking/ Curbside Pick-Up	(1A) 20-Minute Parking	(2) 1-Hour Parking	(3) 2-Hour Parking	(4) 4-Hour Parking ¹	(5) Birch/Spruce Parking Lot	(6) Zone A/C Parking Monday to Friday 8:00 AM to 5:00 PM ²	(7) Zone A	Parking Total
9:00 AM	0	0	0	64	5	22	3	0	94
10:00 AM	1	0	2	78	6	28	6	0	121
11:00 AM	1	2	4	84	6	31	6	0	134
12:00 PM	2	1	5	92	7	35	6	0	148
1:00 PM	1	1	5	95	12	35	7	0	156
2:00 PM	3	0	5	79	12	33	9	0	141
3:00 PM	1	0	4	64	10	33	8	0	120
4:00 PM	2	0	2	75	13	28	7	0	127
5:00 PM	1	0	2	56	12	24	4	1	100
Inventory	4	2	5	132	29	38	19	8	237
Zone A is Business Employee Permit Parking Zone C is Commuter Permit Parking									

Table 3

WINNETKA POST OFFICE OFF-STREET PARKING OCCUPANCY SURVEYS BY RESTRICTION
TUESDAY, FEBRUARY 22, 2022

Time	(1) 2-Hour Parking	(2) 4-Hour Parking	(3) Zone A Parking	(4) Zone C Parking	Off Street Total
9:00 AM	10	6	57	8	81
10:00 AM	16	9	63	8	96
11:00 AM	14	9	62	8	93
12:00 PM	15	9	60	8	92
1:00 PM	18	9	63	8	98
2:00 PM	12	9	64	9	94
3:00 PM	9	9	63	8	89
4:00 PM	12	8	42	8	70
5:00 PM	12	6	21	9	48
Inventory	64	9	76	12	161

Table 4

AVAILABLE PARKING FOR ENGEL & VÖLKERS – TUESDAY

Time	Advisor/Employee Parking Locations ¹		Client Parking Locations ²		All-Staff Meeting Parking Locations ³	
	Existing Parking Demand	Number of Available Parking Spaces	Existing Parking Demand	Number of Available Parking Spaces	Existing Parking Demand	Number of Available Parking Spaces
9:00 AM	82	59	85	154	167	208
10:00 AM	97	44	111	128	206	169
11:00 AM	99	42	117	122	--	--
12:00 PM	101	40	128	111	--	--
1:00 PM	105	36	139	100	--	--
2:00 PM	106	35	117	122	--	--
3:00 PM	104	37	96	143	--	--
4:00 PM	77	64	110	129	--	--
5:00 PM	49	92	88	151	--	--
Inventory	141		239		375	
1 – Includes all Zone A permit parking locations with an inventory of 141 parking spaces (Sum of Table 1, Columns 5, 6, and 7 and Table 2, Column 3) 2 – Includes all 4-hour, 2-hour, and 1-hour parking locations with an inventory of 239 parking spaces (Sum of Table 1, Columns 2 and 3, and 5). After 10:30 A.M. the Zone A/Zone C parking locations are included for a total inventory of 483 parking spaces (Sum of Table 1, Columns 2,3,4 and Table 2, Columns 1 and 2) 3 – Includes all 4-hour, 2-hour and Zone A parking locations with an inventory of 375 parking spaces (Sum of Table 1, Columns 3, 4, 5 and 6 and Table 2, Columns 1, 2 and 3)						

Memorandum

To: Winnetka Plan Commission
CC: Ann Klaassen
From: James J. Bernahl, Director of Engineering/Village Engineer
Date: May 9, 2022
Re: Special Use Permit Application – 564 Green Bay Road: Engel & Völkers
Chicago North Shore Branch

I have reviewed the Special Use permit application to allow a New Mixed Use Building (Engel & Völkers Chicago North Shore Branch) at 564 Green Bay Road, in the C2 Retail Overlay West Elm Business District. The proposed location is on the west side of Green Bay Road just north of Elm Street. Among the conditions to be satisfied for a Special Use to be granted is the following:

“That adequate parking, utilities, access roads, drainage, and other facilities necessary to the operation of the Special Use exists or are to be provided;”

To demonstrate compliance with the above, a parking study was performed in February, 2022, by KLOA, Inc., to determine the availability of parking to meet employee and client needs for the proposed Special Use. The study methodology included identifying total parking capacity in the vicinity of the project, current parking availability, and proposed parking demand for the Special Use. On-street parking is currently available on both sides of Green Bay Road between Spruce Street and Elm Street. Surface parking is also located on Chestnut Street Between Spruce Street and Elm Street, on Spruce Street between Green Bay Road and Birch Street, on both sides of Elm Street between Green Bay Road and Chestnut Street, and structure parking in the Post Office parking, approximately 1 block southwest of the site.

KLOA completed parking counts on Tuesday, February 22, 2022, within the area bounded by Spruce Street to the north, Green Bay Road to the east, Elm Street to the south, and Birch Street to the west. In addition, the Winnetka Post Office parking lot on the south side of Elm Street was also surveyed. These counts show that there are significant parking availabilities within reasonable walking distance of the site. The following table from the parking study illustrates parking availability:

AVAILABLE PARKING FOR ENGEL & VÖLKERS – TUESDAY

Time	Advisor/Employee Parking Locations ¹		Client Parking Locations ²		All-Staff Meeting Parking Locations ³	
	Existing Parking Demand	Number of Available Parking Spaces	Existing Parking Demand	Number of Available Parking Spaces	Existing Parking Demand	Number of Available Parking Spaces
9:00 AM	82	59	85	154	167	208
10:00 AM	97	44	111	128	206	169
11:00 AM	99	42	117	122	--	--
12:00 PM	101	40	128	111	--	--
1:00 PM	105	36	139	100	--	--
2:00 PM	106	35	117	122	--	--
3:00 PM	104	37	96	143	--	--
4:00 PM	77	64	110	129	--	--
5:00 PM	49	92	88	151	--	--
Inventory	141		239		375	
¹ – Includes all Zone A permit parking locations with an inventory of 141 parking spaces (Sum of Table 1, Columns 5, 6, and 7 and Table 2, Column 3) ² – Includes all 4-hour, 2-hour, and 1-hour parking locations with an inventory of 239 parking spaces (Sum of Table 1, Columns 2 and 3, and 5). After 10:30 A.M. the Zone A/Zone C parking locations are included for a total inventory of 483 parking spaces (Sum of Table 1, Columns 2, 3, 4 and Table 2, Columns 1 and 2) ³ – Includes all 4-hour, 2-hour and Zone A parking locations with an inventory of 375 parking spaces (Sum of Table 1, Columns 3, 4, 5 and 6 and Table 2, Columns 1, 2 and 3)						

KLOA and the applicant have also identified the parking demand associated with the proposed use. They identified parking demand based on anticipated staffing and client loading during typical times and during “all staff” meeting times and concluded:

On an all-staff meeting day, which occurs once a month, Engel & Völkers will have a peak parking demand of 10 advisors/employees which will occur at 9:00 A.M. and 10:00 A.M. The existing on- and off-street parking locations will be adequate in accommodating the parking demand for these meetings. After 10:00 A.M., the hourly parking demand will reflect that of a typical day.

KLOA's conclusions are:

Based on preceding parking evaluation for the proposed Engel & Völkers Chicago North Shore branch, the following was concluded:

- The proposed site will provide three parking spaces on site on the west side of the building dedicated to the tenants of the apartment units, which will meet the Village of Winnetka zoning ordinance requirements and the projected peak parking demand.
- On a typical day, Engel & Völkers will have an hourly parking demand of seven spaces for the employees and advisors. Given the proposed hours of operation and timed parking restrictions for on- and off-street parking locations in the area, advisors/employees should obtain Zone A Business Employee Parking Permits. The existing Zone A business employee parking locations in the area will be adequate in accommodating the parking demand for advisors/employees on a typical day.
- On a typical day, Engel & Völkers will have a peak hourly parking demand of one client and the existing on and off-street parking locations will be adequate in accommodating the parking demand for clients.
- On an all-staff meeting day, which occurs once a month, Engel & Völkers will have a peak parking demand of 10 advisors/employees which will occur at 9:00 A.M. and 10:00 A.M. The existing on- and off-street parking locations will be adequate in accommodating the parking demand for these meetings. After 10:00 A.M., the hourly parking demand will reflect that of a typical day.

I have reviewed KLOA's data and conclusions and concur with the findings that permitting this special use will not result in impairment of parking within the West Central Business District. It should be noted that the KLOA conclusions inaccurately state the proposed parking spaces will meet the Village zoning ordinance requirements, as the zoning ordinance does not recognize the one proposed lift parking space as complying with the off-street parking requirement. It should also be reinforced that the full-time employees and advisors will be limited to the Zone A business employee parking permit locations. It should be noted that the Zone A business employee permits are limited to one vehicle (single user), so each employee and advisors currently will be required to secure their own permit.

**WINNETKA ZONING BOARD OF APPEALS EXCERPT OF MEETING MINUTES
APRIL 10, 2023**

Zoning Board Members Present:

Matt Bradley, Chairman
Kate Casale MacNally
Mark Haller
Lynn Hanley
Mike Nielsen

Zoning Board Members Absent:

Todd Vender
Max Weigandt

Village Staff:

David Schoon, Director of Community Development
Ann Klaassen, Assistant Director of Community Development

a. Case No. 23-04-SU: 564 Green Bay Road: An application seeking approval of a Special Use Permit to allow off-street parking at street-level along the alley and zoning variations for a new four-story mixed-use building at 564 Green Bay Road. The requested variations would permit the improvements to (i) provide less than the minimum required rear yard setback from the west property line; and (ii) provide less than the minimum required off-street parking spaces for the three residential units. The Village Council has final jurisdiction on this request.

Ms. Klaassen stated in 2022, the applicant submitted applications for a three story mixed-use building and roof top deck and following review by the various bodies, the Village Council approved the request. She stated the applicant would now like to add a fourth floor for one additional residential unit. Ms. Klaassen then identified the property's location and zoning classification, and stated the use is consistent with the appropriate land use designation and uses allowed by the Zoning Ordinance and the Comprehensive Land Use Map. She also noted that the use is also consistent with the Future Land Use Map of the Winnetka Futures 2040 Plan, which is scheduled for adoption by the Village Council next Tuesday. She then referred to illustrations of the proposed building and rear of the property and noted a demolition permit was approved last April without delay. Ms. Klaassen identified vehicular access and the rear of the building where the proposed setback requires relief from the rear yard setback requirement. She then described the basement space which would be occupied by Engel and Völkers and identified the first floor plan noting a special use permit would be required for the two parking spaces located at the rear of the building, not for Engel & Völkers' occupancy of the space. Ms. Klaassen also described the proposed residential units for the second and third floors, and the parking requirements and the relief required, as well as the fourth floor residential unit.

Ms. Klaassen stated the applicant is not required to provide parking for the commercial use since the commercial space measures less than 2,500 square feet for calculating parking requirements. She then identified the proposed front and rear elevations as well as a rendering provided by the applicant of the proposed building. Ms. Klaassen stated the Design Review Board reviewed the request and identified concerns related to the building materials and suggested the fourth floor be set back to reduce the building's bulk and scale with the matter being continued to their next meeting. Ms. Klaassen stated for the new proposed design, which is currently before the Board this evening, the fourth floor no longer

1 required a zoning variation with regard to the setback. She also noted that the Plan Commission is
2 scheduled to consider the special use at their next meeting on April 26.

3
4 Ms. Klaassen noted no public correspondence was received relating to the request and the Board is to
5 make a recommendation to the Village Council as to whether the request met the special use and zoning
6 variation standards with a draft motion included on page nos. 18 and 19. She then asked if there were any
7 questions.
8

9 Ms. Casale MacNally asked if the original setback request for the fourth floor is the same against the alley.
10 Ms. Klaassen responded the proposed 3-foot setback at the northwest corner increases to 7.83 feet at
11 the southwest corner of the lot, and that the relief being requested is the same as the previous request
12 in regard to the rear setback. Ms. Casale MacNally also stated with regard to the parking space
13 requirement calculation, she asked if the 1.5 space requirement is for two bedroom units and if they were
14 to round up due to the number of bedrooms. Ms. Klaassen confirmed that is correct. Ms. Casale MacNally
15 then referred to the lift previously requested. Ms. Klaassen confirmed that a lift is not proposed with this
16 plan.
17

18 Ms. Hanley referred to the Comprehensive Plan land use map and asked if the parking lots nearby have
19 overnight parking. Mr. Schoon referred to A and C permits the Village issues for various parking lots he
20 identified and stated C permits allow parking overnight for tenants. Ms. Klaassen confirmed the
21 residences would be apartments as opposed to condominiums.
22

23 Mr. Haller asked if roof deck appurtenances counted toward roof height. Ms. Klaassen responded the
24 mechanical equipment, and its screening, extended taller than the 45-foot building height and was not
25 included in the overall building height with the proposal complying with the 45-foot building height. Mr.
26 Schoon stated the structure housing stairs to a rooftop deck would be included in building height
27 calculations.
28

29 Mr. Haller asked if two staircases are necessary for each floor. Ms. Klaassen responded an elevator and
30 staircase can be included on each floor with the proposal including two staircases. Mr. Schoon confirmed
31 two means of egress are necessary. Mr. Haller then asked if 560 Green Bay Road to the south included
32 parking. Ms. Klaassen responded they do not. Chairman Bradley referred to page 31 of the agenda packet.
33 Ms. Casale MacNally asked if the C permits are applied for annually. Mr. Schoon responded they are issued
34 6 months at a time with no guaranteed parking space being provided.
35

36 Chairman Bradley referred to page 11 of the staff memo and the minimum clearance requirements from
37 the overhead power lines; he asked for clarification. Ms. Klaassen responded the plans are preliminary
38 with other departments reviewing them. She identified the clearance requirements and also referred to
39 the setback requirements for the second floor deck with the applicant being required to make
40 adjustments, which will only increase the rear yard setback and in turn reduce the requested rear yard
41 setback variation. Chairman Bradley asked if the 2,500 square foot threshold is complied with in terms of
42 public access space. Ms. Klaassen responded the plans need to have enough detail to confirm that the
43 commercial space would not trigger the requirement for parking spaces. She explained that staff will
44 review building permit plans, once submitted, to confirm the commercial space continues to be less than
45 2,500 square feet for parking calculations purposes and thus not require parking.
46

47 Mr. Haller referred to the parking analysis and asked if the Board is to only consider the lack of sufficient
48 space for the residential units and not the commercial space. Ms. Klaassen confirmed that is correct and

1 informed the Board that Village Engineer Jim Bernal reviewed the study and concurred with the findings
2 that the special use would not have a negative impact although the study was not updated to address the
3 variation for the number of parking spaces which the applicant can address. No additional questions were
4 raised at this time.
5

6 Chairman Bradley swore in those speaking to this matter. Cal Bernstein, attorney for the applicant, stated
7 they would explain to the Board what brought about the change requiring the special use. Paul Lazzar, one of the managers for the 564 Green Bay partnership, explained to the Board their finalizing of plans,
8 the changes to the economy and financing on the project changed their financial ability to do the project.
9 He stated they considered options to generate more income to justify the additional expense. Mr. Lazzar
10 stated an offer for off-site parking was offered from a location across the street.
11
12

13 Mr. Bernstein stated the prior proposal included a lift to include three car parking and it was determined
14 not to be a viable option. He described the area as a transit oriented district and their attempts to find
15 additional parking to satisfy the parking requirement. Mr. Bernstein reminded the Board the applicant
16 initially considered renovating the building which did not turn out to be a viable alternative.
17

18 Nathan Kipnis, the project architect, referred to the PowerPoint presentation and identified the 10-foot
19 setback on the fourth floor which he commented provided a nice transition to the lower floor and
20 described the proposed building materials. He then stated they are in discussions with the Village electric
21 utility regarding the clearance from the powerlines and noted the proposed plans can be adjusted if
22 needed. Mr. Bernstein noted the rear proposed setback would be greater than the existing condition and
23 asked if there were any questions.
24

25 Mr. Haller referred to the economic question and the additional unit added to make the project more
26 economically feasible and asked if an analysis had been done with regard to the smaller unit with a smaller
27 deck in terms of rent. Mr. Lazzar confirmed that is correct and stated the main issue related to material
28 costs. Mr. Bernstein stated the standards are addressed in the materials and asked if there were any
29 questions. No additional questions were raised at this time.
30

31 Chairman Bradley noted there is no one in the audience to comment and called the matter in for
32 discussion. Ms. Casale MacNally stated she had no problem with the rear yard setback, her concern
33 related to the number of residential unit parking spaces and referred to the additional unit and the
34 requirement for more parking spaces. She referred to the variation standards on page 18 which she
35 commented a number of them are problematic to her. Ms. Casale MacNally asked why three additional
36 parking spaces cannot be leased as opposed to one and reiterated her concern relating to parking and
37 whether a walkup development would be successful without parking spaces being provided.
38

39 Chairman Bradley stated for similar projects with the code calling for adequate parking, it is often dealt
40 with in residential areas where people ask for more parking such as for larger garages. He stated for this
41 type of project in an opportunity-zoned site, since it is located proximately near public transportation and
42 access of available public parking for tenants, to stringently require compliance to the code of 1.5 parking
43 spaces per unit is not sensible. Chairman Bradley stated to require underground parking for this project is
44 not feasible and referred to the fact that the property would be improved and would cure the rear yard
45 setback issue. He then referred to the Board's previous discussion regarding the amount of traffic in the
46 alley and stated they should not require additional parking on-site to meet code requirements. Chairman
47 Bradley stated the market would bear in terms of the project and concluded he would be in support of
48 the project.

1 Mr. Haller asked Chairman Bradley if he felt similar projects in the future should ignore the parking
2 requirements. He stated he is concerned with regard to precedent setting for a similar mixed use project
3 near the train station. Chairman Bradley responded the project is not a planned development which
4 required the consideration of a different set of standards and would require concessions and a public
5 benefit. He then stated Ms. Casale MacNally's opinions are valid and there is no way standard (e) would
6 be met.

7
8 Ms. Hanley described the request as the perfect scenario for when zoning ordinance variations are needed
9 and stated there is no way to put in five parking spaces on a 2,500 square foot lot. She also described the
10 area as a perfect transit oriented site. Mr. Haller asked after all of the other alternatives were thrown out,
11 why is a third parking spot not an option. Ms. Hanley stated the lot is only 35 feet wide and it is not
12 possible. The Board Members referred to the previous discussion on the amount of traffic in the alley. Mr.
13 Kipnis explained to the Board why three vehicle parking would not be possible in the rear. The Board
14 Members discussed whether a condition should be put on their recommendation for a third parking space
15 for a rental unit. Chairman Bradley added there is ample public parking nearby. Mr. Nielsen stated he
16 would be in favor of the request; the way the world has changed did not require the same amount of
17 parking necessity. Ms. Hanley stated the variation is to allow the applicant to park two vehicles on the site
18 as opposed to five and the special use standards apply to off-street parking.

19
20 Chairman Bradley took a straw poll of the Board Members' positions. Ms. Casale MacNally suggested
21 approval be conditioned on a parking space being leased at the Laundry Mall, as described by the
22 applicant. Ms. Hanley stated they should not require a condition for the applicant to provide parking that
23 may not be necessary. Mr. Haller stated he would be in favor of approval although he was initially
24 concerned with the request for the parking variation. Mr. Nielsen identified his initial concerns and the
25 amount of parking available nearby and stated he would be in favor of the request.

26
27 Chairman Bradley asked if the two parking spaces being provided are designated. Mr. Lazarre responded
28 they have not yet been designated and would depend on the how the units are marketed.

29
30 Chairman Bradley then asked for a motion to recommend approval as noted on page nos. 18 and 19 of
31 the agenda packet. Ms. Hanley moved to recommend approval of the request. The motion was seconded
32 by Mr. Nielsen. A vote was taken and the motion passed, 4 to 1:

33 AYES: Bradley, Haller, Hanley, Nielsen

34 NAYS: Casale MacNally

35
36 ***

37
38 Respectfully submitted,

39
40 Antionette Johnson

41 Recording Secretary

ATTACHMENT 4

WINNETKA PLAN COMMISSION EXCERPT OF MEETING MINUTES APRIL 26, 2023

Members Present:

Bridget Orsic, Chairperson
Jonathan Alt
Mamie Case
Layla Danley
John Golan
Chris Foley
Liz Kunkle

Members Absent:

Matthew Bradley

Non-Voting Members Present:

Tina Trustee Dalman

Village Staff:

David Schoon, Director of Community Development
Ann Klaassen, Assistant Director of Community Development

a. **Case No. 23-04-SU: 564 Green Bay Road: An application seeking approval of a Special Use Permit to allow off-street parking at street-level along the alley for a new four-story mixed-use building at 564 Green Bay Road. The Village Council has final jurisdiction on this request.**

Ms. Klaassen stated in 2022, the applicant submitted an application to allow a three-story mixed-use building, with a roof top deck, with the Village Council approving the request. She stated the applicant is now asking for approval for a fourth story for an additional residential unit. Ms. Klaassen identified the property's location and zoning classification stating the proposed development of the site is consistent with the newly adopted land use map in the Comprehensive Plan and the zoning designation.

Ms. Klaassen then identified photos of the site noting the existing building would be demolished. She also referred to the proposed site plan with a rear yard setback of 3 feet which required approval of a zoning variation. Ms. Klaassen described the commercial and residential units occupying the space noting Engel & Völkers would occupy the commercial space on the first floor and lower level.

Ms. Klaassen identified the proposed first floor plan and two rear off-street parking spaces accessed from the alley which required special use approval because the parking spaces are on the ground level. She described the residential units, their sizes and the minimum parking space requirements noting on-site parking is not required for the commercial use since it measured less than 2,500 square feet for parking requirement perspectives. She also identified the 4th floor plan which changed as a result of the DRB comments and eliminated the setback variation previously requested.

Ms. Klaassen also identified the proposed front and rear elevations, as well as a rendering provided by the applicant. She explained the DRB comments regarding the project to the Commission and noted the DRB voted to recommend approval of the request. She also noted that no public comment was received and the Commission is to consider whether the special use request to allow parking at-street level met the standards for granting a special use. Ms. Klaassen then stated after the presentation by the applicant, and public comment, the Commission is to consider recommending approval or denial of the request with

1 a draft motion provided on page nos. 21-22. She then asked if there were any questions.

2
3 Chairperson Orsic asked for clarification with regard to the number of parking spaces the Commission is
4 to consider for approval which Ms. Klaassen clarified for the Commission. Ms. Case asked if parking for
5 the 4th floor unit is to be considered. Ms. Klaassen responded the Zoning Ordinance did not recognize off-
6 site parking for residential uses with the variation being for three parking spaces when the applicant is
7 providing two parking spaces, whereas a minimum of 5 is required for the residential units. She noted the
8 Zoning Board of Appeals (ZBA) recommended approval with a vote of 4 to 1. Ms. Kunkle asked if the two
9 parking spaces would be for residential use only. Ms. Klaassen stated the applicant can respond to that
10 question. No additional questions were raised at this time.

11
12 Chairperson Orsic swore in those speaking to this matter. Cal Bernstein, the applicant's attorney,
13 confirmed the approvals requested in the application are the same as were approved in 2022 with the
14 only change being one additional residential unit versus the roof top deck and explained the reasoning for
15 the change which related to economic considerations. He described the lot's conditions which only
16 allowed for two parking spaces. Mr. Bernstein referred to the ZBA discussion relating to the number of
17 parking spaces and alternatives for the project and its proximity to surrounding parking uses. He then
18 stated the standards have been addressed in the application and asked if there were any questions.

19
20 Chairperson Orsic asked if the units would be apartments and Mr. Bernstein confirmed that is correct. Ms.
21 Danley questioned whether two spaces would be able to fit on the lot.

22
23 Chairperson Orsic then swore in Nate Kipnis, the project architect. Mr. Kipnis confirmed two parking
24 spaces would fit on the site. Mr. Golan referred to the narrow alley size. Mr. Kipnis responded a larger
25 vehicle may require a three-point turn. Mr. Bernstein then referred to the previous discussion that it
26 would be detrimental to have parking off of Green Bay Road. Mr. Golan asked if residential access would
27 be in the front and Mr. Kipnis identified the residential access points with the main entrance being on
28 Green Bay Road. Mr. Alt asked if underground parking was explored and Mr. Kipnis responded it would
29 not be feasible on a lot this size. Ms. Kunkle asked if the larger vehicle shown in the illustration is accurate
30 to size. Mr. Kipnis stated a large and small vehicle would fit in the garage.

31
32 Ms. Danley asked if financial feasibility studies were done to confirm they could finance the project.
33 Chairperson Orsic swore in Paul Lazzar, manager of 564 Green Bay LLC, who stated the previous proposal
34 would have only contained two residential units and was when interest rates were much lower. He went
35 on to explain how the interest rates have affected construction of the building and they need the fourth
36 story to make the project feasible.

37
38 Chairperson Orsic then asked if there were any public comments. No comments were made at this time.
39 She then called the matter in for discussion.

40
41 Chairperson Orsic informed the Commission she spoke with Mr. Bradley who provided a summary of the
42 ZBA's discussion in that the location is unique and there would be no precedent and there is a desire for
43 this type of housing being needed with the market determining if apartments can be rented without
44 parking being provided. She then stated she was initially concerned and stated the request would not take
45 up street parking or overnight parking and described the request as an interesting experiment.
46 Chairperson Orsic stated underground parking is not an option and concluded the additional residential
47 unit would not impact surrounding uses.

1 Ms. Kunkle stated she was initially concerned as well because of the changes made although she
2 appreciated the project's thoughtfulness being altered to make it fit. She stated an additional Pillar
3 relating to parking from the Comprehensive Plan should be addressed and referred to Goal 8.5 which this
4 application specifically related to. Ms. Kunkle stated they are asking for fewer spaces than are required.
5 Ms. Danley stated knowing the two parking spaces would be the Village standard and the request is
6 exactly the same as previously approved, she agreed with the project being a good experiment and stated
7 she is in favor of the request.

8
9 Mr. Foley agreed with the comments made and stated he would be in favor of the request in light of the
10 extensive Comprehensive Plan discussions and that the request met the standards. Mr. Golan stated the
11 Commission is not to address the setback issue which would be between the applicant and tenants. He
12 also stated the request met the criteria with regard to Pillar Nos. 1, 2 and 8 and the criteria for granting
13 special use permits, concluding he would be in favor of the request. Ms. Case agreed with the comments
14 made and stated she is in favor of the request. Mr. Alt stated while he also agreed with the comments
15 made, he referred to the challenge of going to the Village Council with a request for a four-story building
16 with two parking spaces and concluded he is in favor of the request.

17
18 Trustee Dalman stated they have consistently heard the need for more housing for empty nesters and
19 young professionals which the project would provide. She agreed the request would be a great
20 opportunity to see if a project like this would work and she would be in support of the request when it is
21 presented to the Village Council.

22
23 Chairperson Orsic then asked for a motion. Mr. Golan moved to recommend approval of the special use
24 to allow off-street parking on the street level accessed from the alley as outlined on page nos. 21 and 22
25 of the agenda packet and referred to the findings. Ms. Kunkle seconded the motion. A vote was taken and
26 the motion unanimously passed, 7 to 0:

27 AYES: Alt, Case, Danley, Foley, Golan, Kunkle, Orsic

28 NAYS: None

29 NON-VOTING: Dalman

30
31 ***

32
33 Respectfully submitted,

34
35 Antionette Johnson

36 Recording Secretary